

CITY OF SAPULPA, OKLAHOMA
COUNCIL PROCEEDINGS
Meeting of August 5, 2019

The City Council of Sapulpa, Oklahoma, met in regular session Monday, August 5, 2019, at 7:00 o'clock P.M. in the City Hall Council Chambers, 425 East Dewey Avenue, Sapulpa, Oklahoma.

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

Absent: Bruce Bledsoe, Councilor

Staff City Manager Joan Riley; City Treasurer / Finance

Present: Director Pam Vann; City Attorney David Widdoes; City Clerk Shirley Burzio; Urban Development Director Nikki Howard; Police Chief Mike Haefner

1. INVOCATION.

The invocation was given by Mrs. Mary Walters.

2. PLEDGE OF ALLEGIANCE.

Mayor Reg Green led the Pledge of Allegiance.

3. MINUTES AND CONSENT ITEMS.

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

- A.** Approve the minutes of the July 15, 2019, regular city council meeting;
- B.** Approve claims in the amount of \$452,393.16;
- C.** Approve prepaid claims in the amount of \$274,150.37.

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

Vote: 9 - 0 MOTION CARRIED

4. COMMUNITY DEVELOPMENT.

- A.** Motion was made by Councilor Marty Cummins, seconded by Councilor Hugo Naifeh, to approve the adoption of an Ordinance amending the Zoning Ordinance of the City of Sapulpa; changing the zone and district of property located 517 North Third Street, City of Sapulpa, Creek County, State of Oklahoma, from RS-3 (Residential Single Family High Density) to RD (Residential Duplex) per SAZ-954; and directing the City Clerk to show each change upon the official zoning map; repealing all ordinance or parts of ordinances in conflict herewith; providing for severability; and declaring an emergency.. (Ordinance No. 2817)

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

Vote: 9 - 0 MOTION CARRIED

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

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

Vote: 9 - 0 MOTION CARRIED

- B.** Mr. Doug Redding, owner of a trailer park located near the proposed commercial medicinal marijuana dispensary, informed the council that he does not have sex offenders residing in the trailer park. The police department's website for sex offenders was incorrect. Mr. Redding expressed concern about the dispensary's proximity to the skating rink, and the safety of the children.

According to Ms. Shari Phelps, applicant, the building she will be using is made of concrete with no windows. A security system with cameras will be installed. A fence will be constructed to the east and south of the property. Only authorized persons will be allowed to enter the dispensary.

Mr. Jay Roberts, owner of Route 66 Roller Rink, told the council that a medicinal marijuana dispensary operating next to the skating rink will take away from his business financially, because parents will stop bringing their children to skate or book parties.

Because of the proximity of school age children on adjacent property as overriding public interest, motion was made by Vice-Mayor Louis Martin, seconded by Councilor Hugo Naifeh, to deny the application submitted by Shari Lawson Phelps, Releaf Ranch, LLC, for a Specific Use Permit, SUP-041, to allow a commercial medicinal marijuana dispensary to be located at 9697 State Highway 66, Sapulpa, Oklahoma.

AYE: Louis Martin, Jr., Marty Cummins, Wes Galloway, Carla Gunn, Craig Henderson, Hugo Naifeh, John Suggs

NAY: Reg Green, John Anderson

Vote: 7 - 2 MOTION CARRIED

- C.** Motion was made by Councilor Hugo Naifeh, seconded by Councilor Craig Henderson, to approve the application submitted by Andrew Davis and Nick Ramirez, Green Country Research, for a Specific Use Permit, SUP-042, to allow a marijuana grow facility located at 4550 West 57th Street South, Tulsa.

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

Vote: 9 - 0 MOTION CARRIED

- D.** Mr. Paul Carnes, owner of property at 404 West Dewey Avenue, told the board that a daycare is located on his property. The daycare's playground is in view of the proposed dispensary. The Department of Human Services, municipal library, literacy building, and American Heritage Park are also located in the vicinity.

Because of the proximity of children on nearby properties as outweighing public interest, motion was made Vice-Mayor Louis Martin, seconded by Councilor West Galloway, to deny the application submitted by Amwar Hussein, for a Specific Use Permit, SUP-036, to allow Commercial Medicinal Marijuana Dispensary located at 2 South Independence Street, Sapulpa, Oklahoma.

AYE: Reg Green, Louis Martin, Jr., Marty Cummins, Wes Galloway, Carla Gunn, Craig Henderson, Hugo Naifeh, John Suggs

NAY: John Anderson

Vote: 8 - 1 MOTION CARRIED

5. ADMINISTRATION.

- A.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Craig Henderson, to approve Change Order #2, to the contract with D. C. Bass & Sons Construction Company for the construction of the Sapulpa Animal Shelter in the additive amount of \$4,564.70.

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

Vote: 9 - 0 MOTION CARRIED

- B.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Hugo Naifeh, to approve Amendment No. 4 to the contract with D. C. Bass & Sons Construction Company for the construction of the Youth Sports Complex in the additive amount of \$277,271.24.

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

Vote: 9 - 0 MOTION CARRIED

- C.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Wes Galloway, to approve the acceptance and award of bid(s) for supplying chemicals to the Water Treatment Plant, for Fiscal Year 2019-2020, to the following vendors as being the lowest and most responsive bidders as further specified on the bid information sheet:

Polyaluminum Chloride..... Brenntag
Acrylimide..... Brenntag
Sodium Hypochlorite..... Hawkins
Hydrofluosilicic Acid.....Hawkins
Sodium Permanganate.....Hawkins
Phosphate.....Brenntag
Poly Epi-Amine..... Brenntag

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

Vote: 9 - 0 MOTION CARRIED

- D.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor John Anderson, to approve the award of bid(s) for supplying materials to the Street Department, for Fiscal Year 2019-2020, to the following vendors as being the lowest and most responsive bidders as further specified on the bid list:

Aggregate Base Type A.....	APAC
1 1/2 Class A Rock.....	APAC
2' Class A Rock.....	APAC
3/8 - 5/8 Washed Limestone Chips.....	APAC
12" Rip Rap.....	APAC
18" Rip Rap.....	APAC
24" Rip Rap.....	APAC
Asphalt HM/ HL-Type A.....	Dunhams
Asphalt HM/ HL-Type B.....	Dunhams
Asphalt HM/ HL-Type C.....	Dunhams
Asphalt HM/ HL-Type D.....	Dunhams
Superpave Type S-3.....	Dunhams
Superpave Type S-4.....	Dunhams
Superpave Type S-5.....	Dunhams
Fill Sand.....	APAC
Pea Gravel.....	APAC
1 1/2 Crusher Run.....	APAC
3" Crusher Run.....	APAC
Screening.....	APAC
Silt Fence with Stakes.....	Core & Main
Reinforced Poly Drain Pipe.....	Core & Main
Pipe N-12(per ASTM F2648).....	Core & Main
Pipe N-12 (per AASHTO).....	Core & Main
Galvanized Pipe(12" Round).....	Core & Main
Galvanized Pipe(12" Elliptical).....	Core & Main
Geotextile Reinforcement U-6.....	Maxwell
Geotextile Reinforcement U-7.....	Maxwell
Salt (Delivered).....	Hutchinson Sales Company

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

Vote: 9 - 0 MOTION CARRIED

- E.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Wes Galloway, to approve the adoption of an Ordinance of the City of Sapulpa, Oklahoma, amending the Master Fee Schedule to the Sapulpa City Code, Appendix A, Section 17.17-511, by providing for amended refuse collection rates; repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing that if any part or parts of this ordinance are held invalid or ineffective, the remaining portions shall not be affected; providing an effective date; and declaring an emergency. (Ordinance No. 2828)

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

Vote: 9 - 0 MOTION CARRIED

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

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

Vote: 9 - 0 MOTION CARRIED

- F.** Motion was made by Councilor Hugo Naifeh, seconded by Vice-Mayor Louis Martin, to approve a release of lien in the amount of \$633.35 for the property located at the southwest corner of West Speer Avenue and North 13th Street, Sapulpa, Oklahoma.

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

Vote: 9 - 0 MOTION CARRIED

- I.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Wes Galloway, to approve the adoption of a resolution of the City of Sapulpa, Oklahoma, amending the FY 2019-2020 annual budget by increasing appropriations in the Federal Seizure and Forfeiture Fund in the amount of \$50,000.00 for the purpose of providing funds to purchase 15 tablets including software and installation. (Resolution No. 4582)

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

Vote: 9 - 0 MOTION CARRIED

6. INFORMATIONAL ITEMS FROM MAYOR, CITY COUNCIL, CITY MANAGER, OR CITY ATTORNEY.

- A.** A status report from Tetra Tech regarding various city and trust projects was presented for discussion. There was no action taken by the council.

7. PUBLIC COMMENTS.

There were no comments made to the council.

8. EXECUTIVE SESSION.

- A.** Motion was by Councilor John Anderson, seconded by Vice-Mayor Louis Martin, to approve entering into an executive session for the purpose of discussing:

- 1.** Negotiations with the International Association of Fire Fighters Local 194 and the Fraternal Order of Police Lodge 94 [25 O.S. Section 307 (B) (2).]

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

Vote: 9 - 0 MOTION CARRIED

- B.** The city council convened into an executive session at 8:27 o'clock PM.

At 8:57 o'clock PM and in open session, Mayor Reg Green called the regular council meeting to order.

The following action was taken by the council regarding matters discussed in Executive Session, including ratification of Collective Bargaining Agreements for Fiscal Year 2019-2020 with International Association of Fire Fighters Local 194 and Fraternal Order of Police Lodge 94.

- 1.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Wes Galloway, to approve the collective bargaining agreement between the City of Sapulpa and the Fraternal Order of Police Lodge No. 94, effective July 1, 2019, through June 30, 2020.

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

Vote: 9 - 0 MOTION CARRIED

2. Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Marty Cummins, to approve the collective bargaining agreement between the City of Sapulpa and the International Association of Firefighters Lodge No. 194, effective July 1, 2019, through June 30, 2020.

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

Vote: 9 - 0 MOTION CARRIED

9. **ADJOURNMENT.**

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

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

Vote: 9 - 0 MOTION CARRIED

Mayor

Attest:

City Clerk



AGENDA ITEM

City Council Regular

5.A.

Meeting Date: August 5, 2019

Submitted For: Shirley Burzio, City Clerk

Submitted By: Mikaila Stepp, Administrative Assistant

Department: City Clerk

Presented By:

SUBJECT:

Consider approval of minutes of the Regular City Council Meeting of July 15th, 2019.

BACKGROUND:

RECOMMENDATION:

Attachments

minutes.07-15-2019 city

CITY OF SAPULPA, OKLAHOMA
COUNCIL PROCEEDINGS
Meeting of July 15, 2019

The City Council of Sapulpa, Oklahoma, met in regular session Monday, July 15, 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 Present: Joan Riley, City Manager; Pam Vann, City Treasurer / Finance Director; David Widdoes, City Attorney; Shirley Burzio, City Clerk; Nikki Howard, Urban Development Director; Amy Hoehner, City Attorney Assistant

1. INVOCATION.

The invocation was given by Mrs. Mary Walters.

2. PLEDGE OF ALLEGIANCE.

Mayor Reg Green led the Pledge of Allegiance.

3. MINUTES AND CONSENT ITEMS.

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

- A.** Approve the minutes of the June 24, 2019, special council meeting;
- B.** Approve the minutes of the July 1, 2019, regular city council meeting;
- C.** Approve claims in the amount of \$596,905.20;
- D.** Approve pre-paid claims in the amount of \$183,931.46;

- E.** Approve the agreement with Ms. Mary Hinsch for Lake Caretaker services in the amount of \$750.00 per month for an additional one-year term;
- F.** Approve the janitorial agreement with Titan Commercial Services for the Park and Recreation Department for five (5) park restroom buildings in the amount of \$750.00 per month for a one-year term;
- G.** Approve the agreement with Ms. Brean Crosby-Fowler for webmaster services associated with the Sapulpa Parks' sapulpaparks.org website in the amount of \$2,425.00 per year for an additional one-year term;
- H.** Approve the agreement with S2 Engineering, PLLC, for engineering services relative to the city's Industrial Pretreatment Program in the amount of \$60,000.00.

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

Vote: 9 - 0 MOTION CARRIED

4. COMMUNITY DEVELOPMENT.

- A.** Motion was made by Councilor John Anderson, seconded by Councilor Craig Henderson, to approve the application submitted by Amy DeRosby, for a Specific Use Permit, SUP-038 (A), to allow a Commercial Medicinal Marijuana Dispensary and SUP-038 (B), to allow Marijuana Processing located at 7 South Main Street, Sapulpa, Oklahoma.

AYE: Reg Green, John Anderson, Bruce Bledsoe, Carla Gunn,
Craig Henderson, Hugo Naifeh

NAY: Louis Martin, Jr., Marty Cummins, John Suggs

Vote: 6 - 3 MOTION CARRIED

5. ADMINISTRATION.

- A.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Hugo Naifeh, to approve the legal agreements for legal services with Hilborne and Weidman, P.C., as special counsel to assist in the proposed issuance of General Obligation Bonds of the city for various public purposes, including issuance of General Obligation Refunding Bonds of 2019, for a fee of three-quarter of one percent (.75%) of the principal amount of bonds issued.

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

Vote: 9 - 0 MOTION CARRIED

- B.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Marty Cummins, to approve the municipal advisor services agreement with Municipal Finance Services, Inc., to assist in the issuance of General Obligation Bonds of the city to fund various capital improvements projects

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

Vote: 9 - 0 MOTION CARRIED

- C.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Hugo Naifeh, to approve the agreement between the City of Sapulpa and Uptown Sapulpa Action, Inc., (d/b/a Sapulpa Main Street) to provide economic development programs to enhance the growth of downtown Sapulpa, Oklahoma, for an amount not to exceed \$30,000.00.

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

Vote: 9 - 0 MOTION CARRIED

- D.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Hugo Naifeh, to approve the contract with Cherokee Pride Construction for construction of an 8" and 6" water main extensions from Highway 66 north along Spocogee Street approximately 2,000 feet to Johnson Ave., to improve water pressure and provide water for the Fire Training Center, in the amount of \$247,597.00.

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

Vote: 9 - 0 MOTION CARRIED

- E.** Motion was made by Councilor Marty Cummins, seconded by Vice-Mayor Louis Martin, to approve the contract with Broomin' Janitorial Services for the Sapulpa Public Library from July 1, 2019, to June 30, 2020, in the amount of \$11,400.00.

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

Vote: 9 - 0 MOTION CARRIED

- F.** Motion was made by Councilor Hugo Naifeh, seconded by Vice-Mayor Louis Martin, to approve the contract with Broomin' Janitorial Services for the Creek County Literacy Annex from July 1, 2019, to June 30, 2020, in the amount of \$4,140.00.

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

Vote: 9 - 0 MOTION CARRIED

- G.** Motion was made by Councilor John Anderson, seconded by Vice-Mayor Louis Martin, to approve the Tri-Party Public Deposit Pledge and Custody Agreement with SpiritBank and Bank of Oklahoma as custodian to perfect the security interest of the City of Sapulpa's uninsured funds deposited with SpiritBank.

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

Vote: 9 - 0 MOTION CARRIED

- H. Motion was made by Councilor Craig Henderson, seconded by Councilor Marty Cummins, to approve the audit agreement with The SpyGlass Group, LLC, for audit services to analyze telecommunications service accounts and make recommendations for cost recovery or savings.

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

Vote: 9 - 0 MOTION CARRIED

- I. Motion was made by Councilor John Anderson, seconded by Vice-Mayor Louis Martin, to approve the adoption of a Resolution of the City of Sapulpa, Oklahoma, amending the FY 2019-2020 General Fund budget by increasing revenues and appropriations in the amount of \$219,164.00 to recognize insurance proceeds to be used for repairs and cleanup from the May 26, 2019, tornado damage. (Resolution No. 4581)

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

Vote: 9 - 0 MOTION CARRIED

6. **PUBLIC COMMENTS.**

Chamber of Commerce Director Suzanne Shirey introduced the 2019 Leadership Class attendees.

7. **EXECUTIVE SESSION.**

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

1. The status of negotiations with collective bargaining units [25 O.S. Section 307 (B) (2).]

There was no action taken by the council.

- B. Consider action in open session regarding matters discussed in Executive Session, including ratification of a collective bargaining agreement for Fiscal Year 2019-2020 with International Association of Fire Fighters Local 194 and/or Fraternal Order of Police Lodge 94.

There was no action taken by the council.

8. **ADJOURNMENT.**

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

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

Vote: 9 - 0 MOTION CARRIED

Mayor

Attest:

City Clerk



City Council Regular

7.A.

Meeting Date: August 5, 2019

Submitted By: Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving claims in the amount of \$452,393.16

Attachments

Claims List 8/5/19

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
123582	99-1000	MED NOW URGENT CARE CENTER,	PRE-PLACE DRUG SCREEN	6/2019	4018703	120.00
126643	99-10152	LABXPRESS, LLC	COURIER SERVICE	6/2019	31076	25.00
126193	99-10159	LAWRENCE COUNTY NEWSPAPERS,	EMPLOYMENT ADVERTISE	7/2019	21701	40.00
127428	99-10159	LAWRENCE COUNTY NEWSPAPERS,	PUBLIC NOTICE/UNPAID DEBT	7/2019	21699	50.35
127467	99-10159	LAWRENCE COUNTY NEWSPAPERS,	PUBLISH ORDINANCE 2816	7/2019	21668	129.00
126422	99-10160	MERRIFIELD OFFICE SOLUTIONS	TWELVE 3" BINDERS	7/2019	0174247-001	111.96
126956	99-10160	MERRIFIELD OFFICE SOLUTIONS	JANITORIAL SUPPLIES	7/2019	174471-001	37.49
126963	99-10160	MERRIFIELD OFFICE SOLUTIONS	OFFICE SUPPLIES	7/2019	174664-001	56.24
127531	99-10160	MERRIFIELD OFFICE SOLUTIONS	JAN SUPP/PRISONER CARE	7/2019	174592-001	864.18
124915	99-10240	VIEWU LLC	DOWNLOAD CABLES	6/2019	31613	83.00
126922R	99-10252	CECIL COX ENTERPRISES	SIX TIRES/POLICE CARS	8/2019	3046918	743.36
127727	99-10296	BOB MOORE FORD LLC	2 ROCKER ARMS	7/2019	94579T	12.36
126999	99-10302	LAMPTON WELDING SUPPLY CO,	30 DAY LEASE PAYMENT	6/2019	00923368	18.48
127010	99-10360	INTERNATIONAL MUNICIPAL LAW	2019-20 DUES	7/2019	19969100	625.00
127415	99-10391	CLOSTIO, ADAM	TRAINING REIMBURSEMENT	7/2019	7-16-2019 127415	85.00
124808	99-10422	DESTINY SOFTWARE INC	COMPUTER SOFTWARE	6/2019	4265	250.00
126421	99-10488	ADMIRAL EXPRESS LLC	OFFICE SUPPLIES	7/2019	2045466-0	67.62
126926	99-10488	ADMIRAL EXPRESS LLC	JANITORIAL SUPPLIES	7/2019	2046972-0	226.61
127427	99-10488	ADMIRAL EXPRESS LLC	OFFICE/JANIT SUPPLIES	7/2019	2045052-0	119.25
127575	99-10488	ADMIRAL EXPRESS LLC	TWO POCKET FOLDERS	7/2019	2048046-0	50.26
127578	99-10488	ADMIRAL EXPRESS LLC	OFFICE SUPPLIES	7/2019	2046722-0	91.94
127701	99-10488	ADMIRAL EXPRESS LLC	OFFICE SUPPLIES	7/2019	2046721-0	134.84
126867	99-10547	BEASLEY TECHNOLOGY INC	OFFICE 365	7/2019	COR-106786	450.00
127241	99-10547	BEASLEY TECHNOLOGY INC	RECORDING DEVICE	8/2019	COR-108061	364.95
127454	99-10547	BEASLEY TECHNOLOGY INC	IT SERVICES/ANTI VIRUS	7/2019	COR-107507	2,500.00
126374	99-10612	COVELL PARTNERS IN DEVELOPM	ROOM RESERVATIONS	6/2019	6/12/19 126374	190.00
126900	99-10665	A. HOPE COMPANY dba THE BUI	AC SERVICE CALL	6/2019	30132	190.00
127456	99-10695	ADVANCED COPIER SYSTEMS LL	CCOPIER RENTAL	7/2019	IN5829	1,705.81
127079	99-10753	CHARLIE'S TEE'S	T-SHIRTS/ANIMAL SHELTER	7/2019	1213 127079	342.50
127081	99-10753	CHARLIE'S TEE'S	BANNER & BALLOONS	7/2019	1243	62.00
127279	99-10774	TIMOTHY CHRISTOPHER PENDLEY	YEARLY PEST CONTROL	7/2019	572169	607.50
127529	99-10821	CITY OF DRUMRIGHT	SEMINAR FEE	7/2019	RADCLIFFEL 127529	150.00
126978	99-10834	MOSS SEAT COVER MFG & SALE	SLEAN BACK CUSHION	7/2019	25049	295.00
126914	99-10835	WILLIAM K LARSON	SEMINAR FEE	7/2019	SAPULPA-04-2019	350.00
126419	99-10841	JONTHAN ADDINGTON	move building	6/2019	6/5/19 126419	200.00
127462A	99-133	INCOG	ANNUAL MEMBERSHIP	7/2019	223041	4,746.50
126418R	99-1794	INTERNATIONAL CODE COUNCIL	RES INSPECTOR WEBINARS	7/2019	1001063520	196.00
126488R	99-2114	ACCURATE FIRE EQUIP, INC.	HYDROTEST AIR BOTTLES	7/2019	7-92997	129.75
124243	99-2217	DAYS DISCOUNT LUMBER INC	10 SHEETS OF PLYWOOD	6/2019	38068	185.00
127471	99-2576	OKLAHOMA MUNICIPAL LEAGUE	I ANNUAL REGISTRATION	7/2019	19-20 127471	65.00
127801	99-28	OG&E	JULY 2019 ELECTRIC BILL	7/2019	JULY 2019 127801	8,029.77
127248	99-3081	FIREMASTER- OK DIST INC	FIRE EXT INSPECTION/FILLS	7/2019	678503	370.00
127268	99-3081	FIREMASTER- OK DIST INC	FIRE EXT INSPECTION	7/2019	678499	40.00
127553	99-3081	FIREMASTER- OK DIST INC	FIRE EXTINGUISHER	7/2019	678504	32.00
126997	99-3128	CASCO INDUSTRIES, INC.	VESTS W/CLEANING KITS	7/2019	208929	400.00
127533	99-3639	SAND SPRINGS AWARDS CO	RETIREMENT PLAQUE	7/2019	34886	115.00
126944	99-3707	O'REILLY AUTOMOTIVE INC	MISC. VEHICLE MAINT.	7/2019	153-180943	291.18
127267	99-3707	O'REILLY AUTOMOTIVE INC	OIL FILTERS/TAIL LIGHT	7/2019	153-179708	279.00
127269	99-3707	O'REILLY AUTOMOTIVE INC	THERMOSTAT/FREON	7/2019	153-180463	11.63
127271	99-3707	O'REILLY AUTOMOTIVE INC	VEHICLE MAINTENANCE	7/2019	153-180882	55.65

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
127726	99-3707	O'REILLY AUTOMOTIVE INC	RADIATOR	7/2019	153-181281	178.39
127728	99-3707	O'REILLY AUTOMOTIVE INC	FRONT BRAKES RADIATOR	7/2019	153-181812	259.05
127464	99-3751	SAPULPA MAIN ST, INC	ECONOMIC DEV SERVICES	7/2019	JULY 19 127464	5,000.00
127450	99-3822	TYLER TECHNOLOGIES, INC	WEBSITE/ONLINE PMTS	7/2019	025-267367	125.00
127802	99-3822	TYLER TECHNOLOGIES, INC	SOFTWARE SUPPORT MOD	7/2019	25-266879	19,024.54
125877	99-39	WAL-MART	EQUIPMENT MAINT	6/2019	020519C 6/20/19	25.94
125878	99-39	WAL-MART	OFFICE SUPPLIES	6/2019	020519A 6/20/19	15.88
126065	99-39	WAL-MART	PAINT/GAS CANS/TAPE	6/2019	020519B 6/20/19	5.97
126490	99-39	WAL-MART	JANITORIAL SUPPLIES	6/2019	020519 6/20/19	73.46
126596R	99-39	WAL-MART	PROCLAMATION FRAMES	7/2019	1147 7/11/19	49.88
126957	99-39	WAL-MART	JANITORIAL SUPPLIES	7/2019	7258A 7/10/19	24.82
127251	99-39	WAL-MART	JANITORIAL SUPPLIES	6/2019	5261 6/27/19	48.20
127401	99-39	WAL-MART	OFFICE SUPPLIES	7/2019	7258 7/10/19	208.57
123966A	99-4047	SHOW, INC.	LAWN CLEAN-UP	6/2019	20492	40.00
124485	99-4047	SHOW, INC.	TRASH CLEAN UP	6/2019	20493	20.00
127287	99-4146	EARL COTNER HEAT & AIR CONDA/C FOR CITY HALL		7/2019	7/30/19 127287	1,750.00
126498	99-4463	INTEGRIS HEALTH INC dba INTENSION EMP PHYSICALS		6/2019	2019-25717	1,900.00
127527	99-4690	TOTAL RADIO, INC	STORM SIREN MAINTENANCE	8/2019	80001249	588.00
127431	99-4700	COX COMMUNICATIONS	PHONE CHARGES JUNE 2019	6/2019	6/1-6/30/19 1101	10,855.97
126973	99-5388	OFFICE DEPOT 25022426	OFFICE SUPPLIES	7/2019	346682845001	20.36
127009	99-5440	OKLAHOMA ASSOC OF MUNICIPAL2019-2020 MEMBERSHIP		7/2019	2994	350.00
126948R	99-6130	EXPRESS TEST CORP	FIT TESTS FOR NEW HIRES	7/2019	4280	150.00
127403	99-6181	IFSTA-FIRE PROTECTION PUBLI3 SETS E7 EXAM PREP		7/2019	133015	105.00
126864	99-6199	OKLAHOMA NATURAL GAS	MONTHLY ONG/MAY 2019	6/2019	MAY 2019 126864	1,075.64
124448	99-6457	CRAWFORD & ASSOCIATES, PC	CONSULTING SRV FY 18/19	7/2019	12702	27.50
124110	99-6477	WEST PUBLISHING CORPORATIONWESTLAW SUBSCRIPTION		6/2019	840522139	561.86
123447	99-6575	STATE OF OKLAHOMA	OLETS MONTHLY FEE	6/2019	31-3000131	350.00
126912	99-6678	REMINGTON ARMS COMPANY INC.ARMORER'S COURSE		7/2019	2301937	725.00
126916	99-6678	REMINGTON ARMS COMPANY INC.SEMINAR FEE		7/2019	2303371	725.00
127247	99-68	A & M ELECTRIC, INC	LED LIGHTS IN SQUAD RM	7/2019	6735	252.00
127557	99-68	A & M ELECTRIC, INC	REPLACE LIGHTS	7/2019	6760	247.20
126869	99-7216	US CELLULAR	MTHLY CELL PHONE	7/2019	318048354	26.84
126199	99-7612	SUBWAY, INC	STUDY SESSION MEAL	7/2019	1029	60.00
127226	99-7771	CUMMINS SOUTHERN PLAINS, LTMAINT AGREE/GENERATORS		7/2019	91-13778	1,139.00
126976	99-7868	WESTLAKE HARDWARE INC	BUILDING MAINTENANCE	7/2019	8140776	15.82
127412	99-7957	OKLAHOMA WHOLESALE OVERHEADE DOOR SPRING BROKEN		7/2019	66085	382.16
126986R	99-8016	NORTHERN SAFETY COMPANY	INHMET SHIELDS	7/2019	90356449	531.50
126996	99-8059	ACE AIR, INC.	A/C SERVICE CALL	6/2019	103130	230.00
126998	99-8059	ACE AIR, INC.	A/C SERVICE CALL	7/2019	103252	105.00
126497R	99-8074	SPECIAL OPS UNIFORMS, INC	UPDATE CLASS A UNIFORMS	8/2019	790458	1,853.63
126749R	99-8074	SPECIAL OPS UNIFORMS, INC	CLASS "A" UPDATES	7/2019	7904056	242.95
126969	99-8203	GRIMSLEY'S INC.	4 CASES OF DEGREASER	7/2019	343449	219.52
126894	99-8216	HILAND DAIRY FOODS CO.LLC	MILK FOR PRISONERS	7/2019	9062436	63.00
126103	99-8254	PROFESSIONAL ENGINEERING COSTP FUNDING APPLICATION		6/2019	520166	2,250.00
126885	99-8346	CARNER PLUMBING, INC.	PLUMBING SERVICE CALL	6/2019	22231A	409.84
126903	99-8346	CARNER PLUMBING, INC.	FAUCET REPLACEMENT	6/2019	22231	556.48
127417	99-8346	CARNER PLUMBING, INC.	TOILET LEAKING	7/2019	22291	348.06
127725	99-8539	CROW BURLNGAME COMPANY	ELECTRIC COOLING FAN	7/2019	106-24170	145.00
127629	99-8626	CHARLEY E LOYD C & L LOCKSMCHANGE CODE/ANNEX BLDG		7/2019	10673	37.50
126918	99-8627	SNELSON, DAVID	MEAL REIMBURSEMENT	7/2019	7/22-7/26 126918	70.00

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
125504A	99-8630	CREEK COUNTY CLERK	MISC FILING FEES	6/2019	4/22/19 125504A	13.00
126415R	99-8792	K & T TRUCKING AND SITE CLERESIDENTIAL DEMO		7/2019	72319	6,000.00
126866	99-8817	DE LAGE LANDEN PUBLIC FINANMTHLY COPIER LEASE		7/2019	64133404	2,327.00
126936	99-8817	DE LAGE LANDEN PUBLIC FINANKYOCERA PRINTER LEASE		7/2019	64118802	300.00
127278	99-8861	NATHAN CHADWICK	ANNUAL LAWN CARE	7/2019	4259	301.25
127288	99-8861	NATHAN CHADWICK	TREE PRUNNING/FLOWERS	7/2019	4255	2,186.16
126942	99-8936	CONRAD FIRE EQUIPMENT, INC.	HOSES/LAMPS/VALVES	7/2019	536323	548.61
127246	99-9276	OKLAHOMA STATE BUREAU OF INODIS SOFTWARE SUPPORT		7/2019	19-007914-S	5,000.00
126865	99-9288	ADVANCE ALARMS, INC	MTHLY ALARM CHARGES	7/2019	1748117	25.00
126598	99-9382	OFFICE EXPRESS JANITORIAL SJANITORIAL SUPPLIES		8/2019	0819 CITY	1,167.50
127228	99-9382	OFFICE EXPRESS JANITORIAL SCLEANING OF POLICE DEPT		8/2019	0819 POLICE	1,495.00
126860	99-9393	AIRLINK INTERNET SVCS	MONTHLY INTERNET	7/2019	5690	3,276.94
126409A	99-9683	GARVER, LLC	CROSS TIMBERS REV	6/2019	18038010-6	370.00
126413	99-9683	GARVER, LLC	ENGINERING REVIEW FEES	6/2019	18038010	974.00
127272	99-9756	BOB MOORE OF TULSA, LLC	BODY CONTROL MOD	7/2019	94548T	196.30
127413	99-9812	MIDTOWN AUTO & DIESEL, INC.	A/C HAS VERY SLOW LEAK	7/2019	17730	111.66
127660	99-9812	MIDTOWN AUTO & DIESEL, INC.	COMPTER PROGRAMMED	7/2019	17873	3,516.00
126902	99-9859	VERIZON WIRELESS SERVICES LMTHLY MOBILE BROADBAND		7/2019	9833763800	40.01

FUND TOTAL: 107,614.14

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

127332	99-10114	HARTWELL ENVIRONMENTAL CORPREBUILD KITS		7/2019	D19-182	4,328.00
126797R	99-10160	MERRIFIELD OFFICE SOLUTIONSTHREE DESKS		7/2019	0172897-001	2,307.60
127216	99-10282	UNITED RENTALS (NORTH AMERIEMERGENCY PUMP RENTAL		7/2019	163331840-009	3,113.46
127338A	99-10302	LAMPTON WELDING SUPPLY CO, HELIUM & TANK RENTAL		7/2019	637512	119.95
124808	99-10422	DESTINY SOFTWARE INC	COMPUTER SOFTWARD	6/2019	4265	250.00
126867	99-10547	BEASLEY TECHNOLOGY INC	OFFICE 365	7/2019	COR-106786	450.00
127454	99-10547	BEASLEY TECHNOLOGY INC	IT SERVICES/ANTI VIRUS	7/2019	COR-107507	2,500.00
122992	99-10558	TECHNICAL PROGRAMMING SERVIMAILING OF UTILITY BILLS		6/2019	104204	3,957.21
127289	99-10558	TECHNICAL PROGRAMMING SERVIYRLY PRNT/MAILING BILLS		7/2019	104233	1,357.97
126717R	99-10584	HOUCHIN ELECTRIC CO, INC	ELEC REPAIRS/METER VAULT	7/2019	41880-1	840.00
127347	99-10691	MULLIN PLUMBING INC	A/C REPAIR	6/2019	32591	192.00
127456	99-10695	ADVANCED COPIER SYSTEMS LLCCOPIER RENTAL		7/2019	IN5829	1,705.81
127279	99-10774	TIMOTHY CHRISTOPHER PENDLEYEARLY PEST CONTROL		7/2019	572169	607.50
126722R	99-1443	BRENNTAG SOUTHWEST, INC.	SCALE FOR FLUORIDE DRUM	7/2019	BSW116431	1,770.00
127331	99-1443	BRENNTAG SOUTHWEST, INC.	BRENAPHOS	7/2019	BSW117760	1,716.32
127334	99-1443	BRENNTAG SOUTHWEST, INC.	SODIUM PERMANGANATE	7/2019	BSW119898	8,430.20
127337	99-1443	BRENNTAG SOUTHWEST, INC.	ACH	7/2019	BSW122348	15,434.70
127203	99-1575	FIZZ-O WATER CO., INC.	DISTILLED WATER	7/2019	58319	126.30
127281	99-175	STANDARD DISTRIBUTING INC	WATER FOR CREWS	7/2019	373956	53.50
127801	99-28	OG&E	JULY 2019 ELECTRIC BILL	7/2019	JULY 2019 127801	31,282.43
127210	99-3081	FIREMASTER- OK DIST INC	FIRE EXTINGUISHER FILLS	7/2019	677866	204.00
127350	99-3081	FIREMASTER- OK DIST INC	FIRE EXTINGUISHER FILLS	7/2019	677867	64.00
127206	99-3437	ADVANCE ELECTRICAL SERVICES24/7	ELECTRICIAN	7/2019	17604	2,411.83
126693	99-3593	CITY OF TULSA	POLSON SEWER CONSUMP	7/2019	1042 7/8/19	1,397.96
127729	99-3707	O'REILLY AUTOMOTIVE INC	BLOWER MOTOR	7/2019	153-181878	213.12
127450	99-3822	TYLER TECHNOLOGIES, INC	WEBSITE/ONLINE PMTS	7/2019	025-267367	301.00
127802	99-3822	TYLER TECHNOLOGIES, INC	SOFTWARE SUPPORT MOD	7/2019	25-266879	7,046.59
124288	99-3908	VERDIGRIS VALLEY ELEC COOP	SWRCE ELECTRIC	6/2019	5/31-7/1/19 124288	12.24

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
123966A	99-4047	SHOW, INC.	LAWN CLEAN-UP	6/2019	20492	40.00
127352	99-4104	ODEQ	DISCHARGE PERMIT	6/2019	19053190041	505.76
126711	99-4112	ACCURATE ENVIRONMENTAL INC.	OPED FOR JUNE 2019	6/2019	BF25048	115.00
127204	99-4112	ACCURATE ENVIRONMENTAL INC.	DEQ TESTING	7/2019	BG08017	335.00
127326	99-4112	ACCURATE ENVIRONMENTAL INC.	OPED JULY 2019	7/2019	BG02134	690.00
127342	99-4112	ACCURATE ENVIRONMENTAL INC.	VCMR STG 4 JULY 19	7/2019	BG09008	275.00
127287	99-4146	EARL COTNER HEAT & AIR CONDA/C	FOR CITY HALL	7/2019	7/30/19 127287	1,750.00
127353	99-4253	US ARMY CORPS OF ENGINEERS	SRWCS COE O & M FEES	7/2019	10812	13,760.68
123274	99-4319	AT&T	DEDICATED PHONE-SKIATOOK	6/2019	7068 6/15/19	66.95
126874	99-4319	AT&T	PHONE LINE SKITOOK	7/2019	7068 7/15/19	66.95
127329	99-4839	GELLCO UNIFORMS & SHOES,	INSTEEL TOED BOOTS	7/2019	840185106	332.98
122991A	99-4936	WASTE MANAGEMENT OF TEXAS,	REFUSE COLLECTION SRVC	6/2019	2228704/2229234	115,725.36
127339	99-5493	AQUARIUS ENTERPRISES INCORP	WATER FOR LAB	7/2019	282664	13.00
126864	99-6199	OKLAHOMA NATURAL GAS	MONTHLY ONG/MAY 2019	6/2019	MAY 2019 126864	2,251.46
127330	99-7011	LOWE'S HOME CENTERS, INC.	SUMP PUMP FOR PLANT	7/2019	12679595 7/9/19	299.25
127348	99-7011	LOWE'S HOME CENTERS, INC.	PRESSURE WASHER	7/2019	10041 7/30/19	569.05
126869	99-7216	US CELLULAR	MTHLY CELL PHONE	7/2019	318048354	152.73
127354	99-7409	TRANE U.S. INC.	HVAC ANNUAL SERVICE	7/2019	310050676	4,553.75
127800	99-7821	CREEK COUNTY RURAL WATER	#2WATER BILL	7/2019	2084 7/22/19	85.50
127333	99-8526	RAVEN MATERIALS, INC.	CLEANING SLUDGE LAGOON	7/2019	3041-19	18,500.00
127629	99-8626	CHARLEY E LOYD C & L LOCKSM	CHANGE CODE/ANNEX BLDG	7/2019	10673	37.50
127278	99-8861	NATHAN CHADWICK	ANNUAL LAWN CARE	7/2019	4259	301.25
127288	99-8861	NATHAN CHADWICK	TREE PRUNNING/FLOWERS	7/2019	4255	2,186.16
125006	99-9149	WEBQA, INC.	GOVQA CRM SUBSCRIPTION	7/2019	363-190701	8,545.00
123676A	99-9207	S2 ENGINEERING SERVICES,	PLCOPPER EFF EVALUATION	6/2019	06-742	480.00
123958	99-9207	S2 ENGINEERING SERVICES,	PLCHLORAMINATION SYSTEM	6/2019	06-744	2,090.00
126598	99-9382	OFFICE EXPRESS JANITORIAL	SJANITORIAL SUPPLIES	8/2019	0819 CITY	1,167.50
125424	99-9393	AIRLINK INTERNET SVCS	CAMERA NETWORK FEES	7/2019	91210	1,199.60
126716	99-9398	THE UPS STORE #3965	RETURN LOANER DR 5000	6/2019	190V9X	82.79
127351	99-9511	SUEZ WTS ANALYTICAL INSTRUM	TANK MAINT AGREEMENTS	7/2019	480905/481402	14,453.67

FUND TOTAL: 282,825.58

FUND: 29 - STORMWATER MANAGEMENT

SUMMARY REPORT

127256R	99-10476	HOLHAYES TRANSMISSIONS LLC	TRANSMISSION REBUILD	7/2019	7/3/19 127256R	5,300.00
127427	99-10488	ADMIRAL EXPRESS LLC	OFFICE/JANIT SUPPLIES	7/2019	2045054-0	108.46
113699R	99-10627	CLARK SIGNS INC	3 PUBLIC EDUCATION SIGNS	7/2019	19-263	180.00
126537	99-10670	MANUEL OCTAVIO SALDIVAR	TREE REMOVAL	7/2019	7-13-19 126537	6,500.00
127057	99-10732	BOOT BARN HOLDINGS INC	SAFETY BOOTS	7/2019	38953 7/10/19	542.01
126230	99-133	INCOG	GCSA ANNUAL DUES	7/2019	223064	4,250.00
127801	99-28	OG&E	JULY 2019 ELECTRIC BILL	7/2019	JULY 2019 127801	85.45
127189	99-3081	FIREMASTER- OK DIST INC	FIRE EXTINGUISHER FILLS	7/2019	677861	56.00
127735	99-3707	O'REILLY AUTOMOTIVE INC	02 SENSOR/OIL FILTERS	7/2019	153-182390	66.82
126864	99-6199	OKLAHOMA NATURAL GAS	MONTHLY ONG/MAY 2019	6/2019	MAY 2019 126864	104.33
126869	99-7216	US CELLULAR	MTHLY CELL PHONE	7/2019	318048354	84.40

FUND TOTAL: 17,277.47

FUND: 30 - STREET & ALLEY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
127192	99-10252	CECIL COX ENTERPRISES	TIRES FOR 3 TRUCKS	7/2019	3046842	3,140.40
127736	99-10252	CECIL COX ENTERPRISES	4 NEW TIRES	7/2019	3046696	479.40
127274	99-10351	THE BOYD GROUP (US) INC	TAILGATE	7/2019	5010311948	1,219.80
127185	99-10354	MAXWELL OIL CORP	HYDRAULIC FLUID & OIL	7/2019	102810	386.85
127188	99-10451	NCH CORPORATION	ONE CASE OF GREASE	7/2019	3599644	693.70
127427	99-10488	ADMIRAL EXPRESS LLC	OFFICE/JANIT SUPPLIES	7/2019	2045054-0	108.46
127281	99-175	STANDARD DISTRIBUTING INC	WATER FOR CREWS	7/2019	373956	198.50
127801	99-28	OG&E	JULY 2019 ELECTRIC BILL	7/2019	JULY 2019 127801	276.10
127183	99-2959	DAVIDSON AND DAVIDSON ENTER	HYDRAULIC HOSES	7/2019	0145675-IN	41.50
127189	99-3081	FIREMASTER- OK DIST INC	FIRE EXTINGUISHER FILLS	7/2019	678501	256.00
127175	99-3707	O'REILLY AUTOMOTIVE INC	OIL, FILTERS, HOSES	7/2019	153-181984	15.96
127271	99-3707	O'REILLY AUTOMOTIVE INC	VEHICLE MAINTENANCE	7/2019	153-180882	38.34
126864	99-6199	OKLAHOMA NATURAL GAS	MONTHLY ONG/MAY 2019	6/2019	MAY 2019 126864	110.25
126869	99-7216	US CELLULAR	MTHLY CELL PHONE	7/2019	318048354	26.84
127152	99-9572	YELLOWHOUSE MACHINERY CO	OF2 PINS/8 BUSHING BOLTS	6/2019	436392	235.52
127190R	99-9572	YELLOWHOUSE MACHINERY CO	OFHYRAULIC HOSE REPAIR	7/2019	445510	1,172.81
127732	99-9572	YELLOWHOUSE MACHINERY CO	OFWINDSHIELD	7/2019	452046	441.87
FUND TOTAL:						8,842.30

FUND: 31 - CEMETERY MAINTENANCE

SUMMARY REPORT

124134A	99-10252	CECIL COX ENTERPRISES	REPAIR FLATS/NEW TIRES	6/2019	3044329	45.00
127113	99-10252	CECIL COX ENTERPRISES	EQUIPMENT MAINT	7/2019	3046502	40.00
127801	99-28	OG&E	JULY 2019 ELECTRIC BILL	7/2019	JULY 2019 127801	276.85
127116	99-3081	FIREMASTER- OK DIST INC	FIRE EXTINGUISHER FILLS	7/2019	678502	72.00
127114	99-3707	O'REILLY AUTOMOTIVE INC	MISC EQUIP MAINTENANCE	7/2019	153-180756	30.99
127111R	99-4608	STEWART MARTIN INC	FUEL PUMP/SPARK PLUG	7/2019	48970S	567.91
126864	99-6199	OKLAHOMA NATURAL GAS	MONTHLY ONG/MAY 2019	6/2019	MAY 2019 126864	107.03
127117	99-8372	SAWYER ENTERPRISES	MOWING	7/2019	300071719	3,200.00
127119	99-8543	SUTTON TRACTOR	REAR WHEEL/LUGS/STUDS	7/2019	414793	223.70
127675	99-9974	BOWERS OIL CO.	FUEL	7/2019	38767	573.17
FUND TOTAL:						5,136.65

FUND: 32 - HUNTING & FISHING

SUMMARY REPORT

126823	99-10516	HINSCH MARY	CARETAKER COMMISSION	7/2019	832864	157.50
126823	99-10516	HINSCH MARY	CARETAKER COMMISSION	8/2019	832866	149.00
127801	99-28	OG&E	JULY 2019 ELECTRIC BILL	7/2019	JULY 2019 127801	966.92
127396	99-7876	DEWAYNE MOTE	FISH STOCKING	7/2019	1466	1,250.00
FUND TOTAL:						2,523.42

FUND: 33 - GOLF COURSE

SUMMARY REPORT

126833	99-10065	KUBOTA OF NORTHWEST ARKANSA	PTO SHAFT SEAL/BEARINGS	7/2019	W05348	1,672.37
126292	99-10428	JEFF MCCracken dba MCCracke	CARPET CLEANING	7/2019	453553	200.00
126294	99-10488	ADMIRAL EXPRESS LLC	JANITORIAL SUPPLIES	7/2019	2045676-0	240.39
126836	99-10488	ADMIRAL EXPRESS LLC	JANITORIAL SUPPLIES	8/2019	2047328-0	277.38
126837	99-2199	PROFESSIONAL TURF PRODUCTS,	SERVICE CALL/MOWER	7/2019	6184605-00	1,655.93
127801	99-28	OG&E	JULY 2019 ELECTRIC BILL	7/2019	JULY 2019 127801	965.83
126295	99-3081	FIREMASTER- OK DIST INC	FIRE EXTINGUISHER FILLS	7/2019	677864	84.00

FUND: 33 - GOLF COURSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
126298	99-3719	PATRIOT SECURITY SYSTEMS,	IALARM MONITORING	7/2019	119019	650.00
126279	99-39	WAL-MART	CONCESSION SUPPLIES	6/2019	018833 6/18/19	114.01
126293	99-39	WAL-MART	BLANKET FOR EMERGENCY	7/2019	2007 7/11/19	59.89
124260	99-4700	COX COMMUNICATIONS	MTHLY CABLE PAYMENT	6/2019	7801 6/29/19	57.98
126834	99-5278	R & R PRODUCTS, INC.	BED KNIVES FOR MOWER	7/2019	CD2360525	328.52
126864	99-6199	OKLAHOMA NATURAL GAS	MONTHLY ONG/MAY 2019	6/2019	MAY 2019 126864	191.13
126299	99-9974	BOWERS OIL CO.	GAS FOR GOLF CARTS	7/2019	38727	541.01
FUND TOTAL:						7,038.44

FUND: 34 - LIBRARY

SUMMARY REPORT

127048	99-10002	NEW ENGLAND HISTORIC GENEALS	SUBSCRIPTION RENEWAL	7/2019	55996719	200.00
127049	99-10095	RICOH USA, INC	WARRANTY RENEWAL	7/2019	5056979116	149.34
127034R	99-10160	MERRIFIELD OFFICE SOLUTIONS	APPLICATION CARDS	7/2019	173318-001	320.00
127305	99-10456	HADDOCK, KRISTIN	MILEAGE REIMBURSEMENT	7/2019	7/12/19 127305	41.96
124053R	99-10547	BEASLEY TECHNOLOGY INC	COMPUTER REPLACEMENTS	7/2019	COR-107165	1,687.86
127307	99-10592	WOOTEN PLUMBING & UTILITIES	UNCLOG TOILET	7/2019	13270	147.00
127304	99-10650	READER, MELODIE	MILEAGE REIMBURSEMENT	7/2019	7/12-7/14 127304	131.38
126317	99-10814	MAS MODERN MARKETING	EVENT MATERIALS	6/2019	MMI132541	516.00
127302	99-2145	OTIS ELEVATOR COMPANY	ANNUAL ELEVATOR MAINT	7/2019	TT08028G719	6,420.48
127801	99-28	OG&E	JULY 2019 ELECTRIC BILL	7/2019	JULY 2019 127801	1,992.89
127309	99-3081	FIREMASTER- OK DIST INC	FIRE EXTINGUISHER FILLS	7/2019	677859	72.00
127038	99-39	WAL-MART	OFFICE SUPPLIES	6/2019	5810 6/28/19	473.55
126864	99-6199	OKLAHOMA NATURAL GAS	MONTHLY ONG/MAY 2019	6/2019	MAY 2019 126864	152.35
127036R	99-7719	MID-WEST PRINTING COMPANY	LIBRARY BOOKLETS	7/2019	56959	575.00
127045	99-7963	TAMMY YVONNE TALLEY	JANITORIAL SERVICES	7/2019	JULY 127045	690.00
127046	99-7963	TAMMY YVONNE TALLEY	JANITORIAL SERVICES	7/2019	JULY 127046	1,900.00
127044	99-8259	AIRCO SERVICE, INC.	A/C & HEATER REPAIR	6/2019	47045242	273.60
126319	99-8626	CHARLEY E LOYD C & L LOCKS	SMKEY REPLACEMENT-4 KEYS	6/2019	10509	50.00
127316	99-8626	CHARLEY E LOYD C & L LOCKS	SMOILING DOOR LOCKS	7/2019	10670	65.00
127047	99-9800	CREATIVE EMPIRE, LLC dba MAD	ATABASE RENEWAL	7/2019	INV004898	1,526.70
126321R	99-9887	THE SHOPPER INC	SECURITY CASES/CLIPS	7/2019	IN777207	476.65
FUND TOTAL:						17,861.76

FUND: 35 - PARKS & RECREATION

SUMMARY REPORT

126820R	99-10071	PLAY BY DESIGN INC	SHREDDED RUBBER	7/2019	2922	856.00
126812	99-10344	AIM TO PLEASE LLC dba ATP	SPORTA POTTY RENTAL	6/2019	178561	130.00
126822	99-10488	ADMIRAL EXPRESS LLC	JANITORIAL SUPPLIES	7/2019	2043933-0	136.71
127281	99-175	STANDARD DISTRIBUTING INC	WATER FOR CREWS	7/2019	373957	255.00
127801	99-28	OG&E	JULY 2019 ELECTRIC BILL	7/2019	JULY 2019 127801	4,832.52
126806R	99-2805	SPORT SUPPLY GROUP, INC	EQUF FOR REC ROADSHOW	7/2019	905544682	466.85
127392	99-2805	SPORT SUPPLY GROUP, INC	3 MENS BASKETBALLS	7/2019	301206298	140.45
127393	99-3081	FIREMASTER- OK DIST INC	FIRE EXTINGUISHER SRVC	7/2019	678498	154.00
127273	99-3707	O'REILLY AUTOMOTIVE INC	COIL, SPARK PULS	7/2019	153-181111	202.76
126811	99-39	WAL-MART	CONCESSION SUPPLIES	6/2019	6452 6/20/19	341.55
127398	99-4520	GUARDIAN SECURITY SYSTEMS,	ALARM MONITORING BTW	7/2019	10357211	394.80
124402	99-4700	COX COMMUNICATIONS	CABLE SERVICE	6/2019	8801 6/29/19	21.60
126864	99-6199	OKLAHOMA NATURAL GAS	MONTHLY ONG/MAY 2019	6/2019	MAY 2019 126864	304.93
127391	99-7011	LOWE'S HOME CENTERS, INC.	CARNIVAL GAME SUPPLIES	7/2019	01101 7/15/19	158.24

FUND: 35 - PARKS & RECREATION

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
126869	99-7216	US CELLULAR	MTHLY CELL PHONE	7/2019	318048354	26.84
126818R	99-9288	ADVANCE ALARMS, INC	SERVICE CALL ON ALARM	7/2019	1752072	46.00
127395	99-9288	ADVANCE ALARMS, INC	ALARM MONITORING	7/2019	1748311/1747685	50.00
127375	99-9382	OFFICE EXPRESS JANITORIAL	SJANITORIAL SERVICES	8/2019	0819 SENIOR	850.00
127376A	99-9382	OFFICE EXPRESS JANITORIAL	SJANITORIAL SERVICES-BTW	8/2019	0819 REC	995.00
123879	99-9595	CAMPBELL WENDY	CONTRACT SRVCS-TRACK PROG	6/2019	6/24-6/30/19 12387	345.00
FUND TOTAL:						10,708.25

FUND: 36 - SWIMMING POOL

SUMMARY REPORT

127377	99-10160	MERRIFIELD OFFICE SOLUTIONS	JANITORIAL SUPPLIES	7/2019	174062-001	96.39
127384	99-10160	MERRIFIELD OFFICE SOLUTIONS	REGISTER TAPE	7/2019	174064-001	42.99
127382	99-10219	JOSEPH WILLIAM NOZAK	NOZAK-CONCESSIONS	7/2019	7.11.9	175.50
127801	99-28	OG&E	JULY 2019 ELECTRIC BILL	7/2019	JULY 2019 127801	1,574.65
126686	99-39	WAL-MART	CONCESSION SUPPLIES	6/2019	6639 6/21/19	1,289.21
127378	99-39	WAL-MART	SAFETY GLOVES	7/2019	6448 7/14/19	50.88
127387	99-39	WAL-MART	CONCESSIONS	7/2019	7275 7/14/19	1,742.46
126864	99-6199	OKLAHOMA NATURAL GAS	MONTHLY ONG/MAY 2019	6/2019	MAY 2019 126864	63.52
127379	99-68	A & M ELECTRIC, INC	HOOK UP HAND DRYER	7/2019	6759	80.00
127383	99-7070	MO' PIZZA RESTAURANTS, LLC	PIZZA	7/2019	708191	936.00
127388	99-8628	BASS PRO OUTDOOR WORLD, LLC	LIFE JACKETS/CHILD SIZE	7/2019	159851 7/17/19	42.96
127397	99-9288	ADVANCE ALARMS, INC	ALARM MONITORING	7/2019	1747396	25.00
FUND TOTAL:						6,119.56

FUND: 41 - POLICE CASH

SUMMARY REPORT

127235	99-10388	PRECISION DELTA CORP	AMMUNITION	7/2019	14744	9,337.32
127526	99-10597	CITY OF BIXBY	SOT MEMBERSHIP	7/2019	19-001	10,000.00
127239	99-7871	AXON ENTERPRISE INC	TASER EQUIPMENT	7/2019	SI-1600041	3,448.00
FUND TOTAL:						22,785.32

FUND: 44 - MAJOR THOROFARE

SUMMARY REPORT

126873	99-2507	SIGNALTEK, INC	MAINTENANCE AGREEMENT	7/2019	16029	725.00
127801	99-28	OG&E	JULY 2019 ELECTRIC BILL	7/2019	JULY 2019 127801	21,569.42
127121	99-6159	LOT MAINTENANCE OF OKLAHOMA	MOWING OF RIGHT OF WAYS	7/2019	36936	7,255.63
124313R	99-727	BARCO MUNICIPAL PRODUCTS	INSIGN POSTS/DO NOT ENTER	7/2019	IN-233811	525.44
127191	99-727	BARCO MUNICIPAL PRODUCTS	INSIGN POSTS	7/2019	IN-233982	934.26
127179	99-8909	DUNHAM'S ASPHALT SERVICE, I	HOT/COLD MIX	7/2019	252296	861.30
FUND TOTAL:						31,871.05

FUND: 45 - CAPITAL IMPROVEMENTS

SUMMARY REPORT

124053R	99-10547	BEASLEY TECHNOLOGY INC	COMPUTER REPLACEMENTS	7/2019	COR-107165	6,431.00
FUND TOTAL:						6,431.00

FUND: 46 - WATER & SEWER SALES TAX

SUMMARY REPORT

126540	99-10670	MANUEL OCTAVIO SALDIVAR	DRIVEWAY REPAIR	7/2019	7/30/19 1535	1,300.00
127126	99-10753	CHARLIE'S TEE'S	SHORT SLEEVED SHIRTS	7/2019	1257	281.88

FUND: 46 - WATER & SEWER SALES TAX

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
127801	99-28	OG&E	JULY 2019 ELECTRIC BILL	7/2019	JULY 2019 127801	438.53
126543	99-2926	APAC CENTRAL, INC	TYPE "A" AGGREGATE	7/2019	7001265353	4,349.18
127128	99-3081	FIREMASTER- OK DIST INC	FIRE EXTINGUISHER INSP	7/2019	678500	136.00
127134	99-3707	O'REILLY AUTOMOTIVE INC	HEAD LIGHT/#56	8/2019	153-183083	7.99
127269	99-3707	O'REILLY AUTOMOTIVE INC	THERMOSTAT/FREON	7/2019	153-180463	38.97
127270	99-3707	O'REILLY AUTOMOTIVE INC	CLUTCH FAN BELT	7/2019	153-180537	117.03
127733	99-3707	O'REILLY AUTOMOTIVE INC	HOSE SET/ A/C COMPRESS	7/2019	153-182466	234.07
127735	99-3707	O'REILLY AUTOMOTIVE INC	02 SENSOR/OIL FILTERS	7/2019	153-182390	5.08
126864	99-6199	OKLAHOMA NATURAL GAS	MONTHLY ONG/MAY 2019	6/2019	MAY 2019 126864	105.95
126869	99-7216	US CELLULAR	MTHLY CELL PHONE	7/2019	318048354	101.49
126539	99-7494	LAMPROE CONSTRUCTION, INC	FENCE REPLACEMENT	7/2019	10173	2,991.00
126541	99-9501	C & C CONSTRUCTION LLC	STREET/DRIVEWAY REPAIR	7/2019	81	4,300.00
127132	99-9572	YELLOWHOUSE MACHINERY CO	OFNUTS & BOLTS	7/2019	450352	30.40

FUND TOTAL: 14,437.57

FUND: 57 - E-911 FUND

SUMMARY REPORT

126895	99-133	INCOG	MONTHLY E-911 CHARGES	7/2019	E-001447	4,555.54
127536	99-4319	AT&T	MONTHLY E-911 CHARGES	7/2019	6585 7/1/19	236.90

FUND TOTAL: 4,792.44

FUND: 59 - HOTEL/MOTEL TAX FUND

SUMMARY REPORT

127084	99-9644	TULSA'S FUTURE, INC. C/O TUMEMBERSHIP DUES		7/2019	1576	5,000.00
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FUND TOTAL: 5,000.00

FUND: 65 - STREET IMP.SALES TAX

SUMMARY REPORT

126696	99-5431	FIRST UNITED BANK AND TRUST	FINANCING/PAVER/ASPH	7/2019	2058 126696	6,735.70
111311D	99-7633	TRAFFIC ENGINEERING CONSULT	TRAFFIC SIGNAL REPLACE	7/2019	12387	435.00
111312D	99-7633	TRAFFIC ENGINEERING CONSULT	TRAFF SIG/TAFT/HICKORY	7/2019	12388	1,015.00

FUND TOTAL: 8,185.70

FUND: 83 - G.O.BOND CONSTR FUND

SUMMARY REPORT

127285	99-10547	BEASLEY TECHNOLOGY INC	NETWORKING/ANIMAL SHEL	8/2019	COR-108055	3,588.00
127429	99-10784	PALMERTON & PARRISH INC	SPORTS COMPLEX	6/2019	255692-1	7,773.75
123679B	99-8855	DC BASS & SONS CONSTRUCTION	CONST. MGMT SPORT COMP	6/2019	9 6/25/19	74,340.33
123679C	99-8855	DC BASS & SONS CONSTRUCTION	CONST/SPORTS COMPLEX	7/2019	10B 7/25/19	61,263.25
123957A	99-8855	DC BASS & SONS CONSTRUCTION	CONST OF ANIMAL SHELTER	6/2019	11A 6/25/19	30,933.91
123957B	99-8855	DC BASS & SONS CONSTRUCTION	CONST ANIMAL SHELTER	7/2019	11B 7/25/19	21,481.89
126219	99-9702	HAHN APPLIANCE CENTER, INC.	APPLIANCES	6/2019	1495458	8,102.00

FUND TOTAL: 207,483.13

GRAND TOTAL: 766,933.78

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
6/2019	10	504-315	FEES & OTHER CHARGES	13.00	
6/2019	10	504-407	BOOKS	561.86	
6/2019	10	506-311P	PHYSICALS	120.00	
6/2019	10	508-211	JANITORIAL SUPPLIES	48.20	
6/2019	10	508-331	UTILITIES	132.42	
6/2019	10	511-201	OFFICE SUPPLIES	15.88	
6/2019	10	511-211	JANITORIAL SUPPLIES	73.46	
6/2019	10	511-311	PROFESSIONAL SERVICES	1,900.00	
6/2019	10	511-331	UTILITIES	570.69	
6/2019	10	511-341	RENTAL OF EQUIPMENT	18.48	
6/2019	10	511-351	MAINTENANCE-EQUIPMENT	25.94	
6/2019	10	511-353	MAINT-BUILDINGS & FIXTURE	235.97	
6/2019	10	512-214	OPERATIONAL SUPPLIES	103.00	
6/2019	10	512-301	TRAINING AND TRAVEL	190.00	
6/2019	10	512-331	UTILITIES	98.95	
6/2019	10	512-351	MAINTENANCE-EQUIPMENT	350.00	
6/2019	10	512-353	MAINTENANCE-BUILDINGS	1,156.32	
6/2019	10	513-214	OPERATIONAL SUPPLIES	25.00	
6/2019	10	513-331	UTILITIES	168.97	
6/2019	10	515-311	PROFESSIONAL SERVICES	1,344.00	
6/2019	10	518-318	NUISANCE ABATEMENTS	385.00	
6/2019	10	590-141	CONTRACT LABOR	40.00	
6/2019	10	590-331	UTILITIES	104.61	
6/2019	10	590-332	COMMUNICATIONS	10,855.97	
6/2019	10	590-351	MAINTENANCE-EQUIPMENT	250.00	
6/2019	10	591-390	CONTINGENCY FOR EXP NOT BUDGET	2,250.00	21,037.72
6/2019	20	523-311	PROFESSIONAL SERVICES	3,957.21	
6/2019	20	524-214	OPERATIONAL SUPPLIES	82.79	
6/2019	20	524-311	PROFESSIONAL SERVICES	2,205.00	
6/2019	20	524-315A	FEES & OTHER CHG-ODEQ/STA	505.76	
6/2019	20	524-315B	FEES & OTHR CHGS-SKIATOOK	66.95	
6/2019	20	524-331	UTILITIES	854.34	
6/2019	20	524-354	MAINTENANCE-FACILITIES	192.00	
6/2019	20	525-311	PROFESSIONAL SERVICES	480.00	
6/2019	20	525-331	UTILITIES	1,304.76	
6/2019	20	527-141	CONTRACT LABOR	115,725.36	
6/2019	20	590-141	CONTRACT LABOR	40.00	
6/2019	20	590-331	UTILITIES	104.60	
6/2019	20	590-351	EQUIPMENT MAINTENANCE	250.00	125,768.77
6/2019	29	529-331	UTILITIES	104.33	104.33
6/2019	30	530-331	UTILITIES	110.25	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
6/2019	30	530-351	MAINTENANCE-EQUIPMENT	235.52	345.77
6/2019	31	531-331	UTILITIES	107.03	
6/2019	31	531-351	MAINTENANCE-EQUIPMENT	45.00	152.03
6/2019	33	533-213	CONCESSION SUPPLY	114.01	
6/2019	33	533-331	UTILITIES	191.13	
6/2019	33	533-354	MAINTENANCE-FACILITIES	57.98	363.12
6/2019	34	534-201	OFFICE SUPPLIES	989.55	
6/2019	34	534-331	UTILITIES	152.35	
6/2019	34	534-353	MAINT/BUILDINGS	323.60	1,465.50
6/2019	35	535-141	CONTRACT LABOR	345.00	
6/2019	35	535-213	CONCESSION SUPPLIES	341.55	
6/2019	35	535-331	UTILITIES	304.93	
6/2019	35	535-332	COMMUNICATIONS	21.60	
6/2019	35	535-341	RENTAL OF EQUIPMENT	130.00	1,143.08
6/2019	36	536-213	CONCESSION SUPPLIES	1,289.21	
6/2019	36	536-331	UTILITIES	63.52	1,352.73
6/2019	46	546-331	UTILITIES	105.95	105.95
6/2019	83	577-405B	FACILITIES-CONTRACT	39,035.91	
6/2019	83	578-311B	PROF SVCS-ENG (CA & INSP)	7,773.75	
6/2019	83	578-405B	FACILITIES-CONTRACT	74,340.33	121,149.99
7/2019	10	501-201	OFFICE SUPPLIES	49.88	
7/2019	10	501-301	TRAINING & TRAVEL	60.00	
7/2019	10	501-302	DUES AND SUBSCRIPTIONS	4,746.50	
7/2019	10	501-311	PROFESSIONAL SERVICES	5,000.00	
7/2019	10	502-313	PRINTING	404.50	
7/2019	10	503-201	OFFICE SUPPLIES	94.66	
7/2019	10	503-302	DUES AND SUBSCRIPTIONS	65.00	
7/2019	10	503-351	MAINTENANCE-EQUIPMENT	5,890.76	
7/2019	10	504-302	DUES AND SUBSCRIPTIONS	975.00	
7/2019	10	506-201	OFFICE SUPPLIES	91.94	
7/2019	10	506-312	ADVERTISING	40.00	
7/2019	10	508-241	SAFETY SUPPLIES	40.00	
7/2019	10	508-315	FEES & OTHER CHARGES	25.00	
7/2019	10	508-331	UTILITIES	394.70	
7/2019	10	509-201	OFFICE SUPPLIES	119.25	
7/2019	10	509-311	PROFESSIONAL SERVICES	27.50	
7/2019	10	509-312	ADVERTISING	50.35	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
7/2019	10	509-351	MAINTENANCE-EQUIPMENT	12,391.01	
7/2019	10	510-351	MAINTENANCE-EQUIPMENT	125.00	
7/2019	10	511-201	OFFICE SUPPLIES	285.17	
7/2019	10	511-211	JANITORIAL SUPPLIES	508.44	
7/2019	10	511-241	SAFETY EQUIPMENT	931.50	
7/2019	10	511-301	TRAINING AND TRAVEL	190.00	
7/2019	10	511-311	PROFESSIONAL SERVICES	150.00	
7/2019	10	511-314	UNIFORMS	242.95	
7/2019	10	511-331	UTILITIES	2,874.20	
7/2019	10	511-351	MAINTENANCE-EQUIPMENT	374.75	
7/2019	10	511-352	MAINTENANCE-VEHICLES	4,762.45	
7/2019	10	511-353	MAINT-BUILDINGS & FIXTURE	851.04	
7/2019	10	511-505	LEASE PAYMENTS	300.00	
7/2019	10	512-211	JANITORIAL SUPPLIES	782.20	
7/2019	10	512-214	OPERATIONAL SUPPLIES	115.00	
7/2019	10	512-301	TRAINING AND TRAVEL	2,020.00	
7/2019	10	512-321	PRISONER CARE	144.98	
7/2019	10	512-331	UTILITIES	2,381.76	
7/2019	10	512-332	COMMUNICATIONS	40.01	
7/2019	10	512-351	MAINTENANCE-EQUIPMENT	6,264.00	
7/2019	10	512-352	MAINTENANCE-VEHICLES	1,137.38	
7/2019	10	512-353	MAINTENANCE-BUILDINGS	499.20	
7/2019	10	513-331	UTILITIES	1,072.37	
7/2019	10	513-332	COMMUNICATIONS	26.84	
7/2019	10	513-351	MAINT - EQUIPMENT	32.00	
7/2019	10	514-331	UTILITIES	338.08	
7/2019	10	515-201	OFFICE SUPPLIES	179.58	
7/2019	10	517-301	TRAINING & TRAVEL	196.00	
7/2019	10	518-317	ABATEMENT DEMOLITION	6,000.00	
7/2019	10	590-141	CONTRACT LABOR	4,987.41	
7/2019	10	590-201	OFFICE SUPPLIES	90.44	
7/2019	10	590-312	ADVERTISING	129.00	
7/2019	10	590-331	UTILITIES	968.66	
7/2019	10	590-332	COMMUNICATIONS	3,276.94	
7/2019	10	590-351	MAINTENANCE-EQUIPMENT	2,898.58	
7/2019	10	590-353	MAINT-BUILDING & FIXTURES	645.00	
7/2019	10	590-404	BUILDINGS & FIXTURES	1,750.00	
7/2019	10	590-505	LEASE PAYMENTS	2,327.00	80,363.98
7/2019	20	522-351	MAINT-EQUIPMENT	8,545.00	
7/2019	20	523-241	SAFETY SUPPLIES	53.50	
7/2019	20	523-260	MINOR EQUIPMENT AND FURNISHING	2,307.60	
7/2019	20	523-311	PROFESSIONAL SERVICES	1,357.97	
7/2019	20	523-332	COMMUNICATIONS	125.49	
7/2019	20	523-351	MAINTENANCE-EQUIPMENT	6,604.82	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
7/2019	20	523-352	MAINTENANCE-VEHICLES	213.12	
7/2019	20	524-212	CHEMICALS	25,581.22	
7/2019	20	524-214	OPERATIONAL SUPPLIES	119.95	
7/2019	20	524-241	SAFETY SUPPLIES	396.98	
7/2019	20	524-260	MINOR EQUIPMENT & FURNISHINGS	569.05	
7/2019	20	524-311	PROFESSIONAL SERVICES	965.00	
7/2019	20	524-315B	FEES & OTHR CHGS-SKIATOOK	14,667.63	
7/2019	20	524-331	UTILITIES	10,430.58	
7/2019	20	524-332	COMMUNICATIONS	1,199.60	
7/2019	20	524-341	RENTAL OF EQUIPMENT	13.00	
7/2019	20	524-345	DISPOSAL OF SLUDGE	18,500.00	
7/2019	20	524-354	MAINTENANCE-FACILITIES	9,181.00	
7/2019	20	524-401	EQUIPMENT	1,770.00	
7/2019	20	524-405	FACILITIES	14,453.67	
7/2019	20	525-214-.01	OPERATING SUPPLIES-LAB	126.30	
7/2019	20	525-311D	PROF SERVICES-TESTING	335.00	
7/2019	20	525-325	SEWAGE DISPOSAL FEE	1,397.96	
7/2019	20	525-331	UTILITIES	19,968.68	
7/2019	20	525-332	COMMUNICATIONS	27.24	
7/2019	20	525-341	RENTAL OF EQUIPMENT	3,113.46	
7/2019	20	525-351	MAINTENANCE-EQUIPMENT	204.00	
7/2019	20	525-354	MAINTENANCE-FACILITIES	2,411.83	
7/2019	20	590-141	CONTRACT LABOR	4,987.41	
7/2019	20	590-331	UTILITIES	968.67	
7/2019	20	590-351	EQUIPMENT MAINTENANCE	2,898.58	
7/2019	20	590-353	BUILDING MAINTENANCE	645.00	
7/2019	20	590-404	BUILDINGS & FIXTURES	1,750.00	155,889.31
7/2019	29	529-211	JANITORIAL SUPPLIES	108.46	
7/2019	29	529-241	SAFETY SUPPLIES	542.01	
7/2019	29	529-242	PUBLIC EDUCATION MATERIALS	180.00	
7/2019	29	529-302	DUES & SUBSCRIPTIONS	4,250.00	
7/2019	29	529-331	UTILITIES	85.45	
7/2019	29	529-332	COMMUNICATIONS	84.40	
7/2019	29	529-351	MAINTENANCE-EQUIPMENT	56.00	
7/2019	29	529-352	MAINTENANCE-VEHICLES	5,366.82	
7/2019	29	529-354	MAINTENANCE-FACILITIES	6,500.00	17,173.14
7/2019	30	530-211	JANITORIAL SUPPLIES	108.46	
7/2019	30	530-221	FUEL & OIL	386.85	
7/2019	30	530-241	SAFETY SUPPLIES	198.50	
7/2019	30	530-331	UTILITIES	276.10	
7/2019	30	530-332	COMMUNICATIONS	26.84	
7/2019	30	530-351	MAINTENANCE-EQUIPMENT	4,257.62	
7/2019	30	530-352	MAINTENANCE-VEHICLES	3,242.16	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
					8,496.53
7/2019	31	531-141	CONTRACT LABOR	3,200.00	
7/2019	31	531-211	JANITORIAL SUPPLIES	573.17	
7/2019	31	531-331	UTILITIES	276.85	
7/2019	31	531-351	MAINTENANCE-EQUIPMENT	366.69	
7/2019	31	531-352	MAINTENANCE-VEHICLES	567.91	4,984.62
7/2019	32	532-142	PERMIT SALES COMMISSION	157.50	
7/2019	32	532-331	UTILITIES	966.92	
7/2019	32	532-405A	FISH STOCKINGS	1,250.00	2,374.42
7/2019	33	533-211	JANITORIAL SUPPLIES	440.39	
7/2019	33	533-213	CONCESSION SUPPLY	59.89	
7/2019	33	533-221	FUEL & OIL	541.01	
7/2019	33	533-331	UTILITIES	965.83	
7/2019	33	533-342	LEASE PURCHASE	650.00	
7/2019	33	533-351	MAINTENANCE-EQUIPMENT	3,740.82	6,397.94
7/2019	34	534-141	CONTRACT LABOR	2,590.00	
7/2019	34	534-201	OFFICE SUPPLIES	895.00	
7/2019	34	534-301	TRAINING AND TRAVEL	173.34	
7/2019	34	534-302	DUES AND SUBSCRIPTIONS	349.34	
7/2019	34	534-331	UTILITIES	1,992.89	
7/2019	34	534-351	MAINTENANCE-EQUIPMENT	6,492.48	
7/2019	34	534-353	MAINT/BUILDINGS	212.00	
7/2019	34	534-401	EQUIPMENT	1,526.70	
7/2019	34	534-401A	EQUIPMENT-STATE AID GRANT	1,687.86	
7/2019	34	534-407	BOOKS	476.65	16,396.26
7/2019	35	535-141	CONTRACT LABOR	394.80	
7/2019	35	535-211	JANITORIAL SUPPLIES	136.71	
7/2019	35	535-241	SAFETY SUPPLIES	255.00	
7/2019	35	535-243	RECREATIONAL SUPPLIES	765.54	
7/2019	35	535-331	UTILITIES	4,832.52	
7/2019	35	535-332	COMMUNICATIONS	26.84	
7/2019	35	535-351	MAINTENANCE-EQUIPMENT	204.00	
7/2019	35	535-352	MAINT-VEHICLES	202.76	
7/2019	35	535-353	MAINT-BUILDINGS/FIXTURES	46.00	
7/2019	35	535-354A	MAINTENANCE-FAC (HERITAGE)	856.00	7,720.17
7/2019	36	536-201	OFFICE SUPPLIES	42.99	
7/2019	36	536-211	JANITORIAL SUPPLIES	96.39	
7/2019	36	536-213	CONCESSION SUPPLIES	2,853.96	
7/2019	36	536-241	SAFETY SUPPLIES	50.88	
7/2019	36	536-260	MINOR EQUIPMENT & FURNISHINGS	42.96	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
7/2019	36	536-331	UTILITIES	1,574.65	
7/2019	36	536-351	MAINTENANCE-EQUIPMENT	25.00	
7/2019	36	536-353	MAINT-BUILDINGS/FIXTURES	80.00	4,766.83
7/2019	41	541-401	EQUIPMENT	22,785.32	22,785.32
7/2019	44	544-251	SIGN SUPPLIES	1,459.70	
7/2019	44	544-331	UTILITIES	21,569.42	
7/2019	44	544-354	MAINTENANCE-FACILITIES	8,841.93	31,871.05
7/2019	45	534-401	EQUIPMENT	6,431.00	6,431.00
7/2019	46	546-241	SAFETY SUPPLIES	136.00	
7/2019	46	546-314	UNIFORM CLEANING	281.88	
7/2019	46	546-331	UTILITIES	438.53	
7/2019	46	546-332	COMMUNICATIONS	101.49	
7/2019	46	546-351	MAINTENANCE-EQUIPMENT	30.40	
7/2019	46	546-352	MAINTENANCE-VEHICLES	395.15	
7/2019	46	546-354	MAINTENANCE-FACILITIES	12,940.18	14,323.63
7/2019	57	557-315-.01	FEES & OTHER CHARGES-WIRELESS	4,792.44	4,792.44
7/2019	59	559-302	DUES AND SUBSCRIPTION	5,000.00	5,000.00
7/2019	65	565-311A	PROF SERVICES - ENGINEERING	1,450.00	
7/2019	65	565-501C	NOTE PAYMENTS	6,735.70	8,185.70
7/2019	83	577-405B	FACILITIES-CONTRACT	21,481.89	
7/2019	83	578-405B	FACILITIES-CONTRACT	61,263.25	82,745.14
8/2019	10	511-314	UNIFORMS	1,853.63	
8/2019	10	512-141	CONTRACT LABOR	1,495.00	
8/2019	10	512-351	MAINTENANCE-EQUIPMENT	364.95	
8/2019	10	512-353	MAINTENANCE-BUILDINGS	743.36	
8/2019	10	514-351	MAINTENANCE-EQUIPMENT	588.00	
8/2019	10	590-141	CONTRACT LABOR	1,167.50	6,212.44
8/2019	20	590-141	CONTRACT LABOR	1,167.50	1,167.50
8/2019	32	532-142	PERMIT SALES COMMISSION	149.00	149.00
8/2019	33	533-211	JANITORIAL SUPPLIES	277.38	277.38
8/2019	35	535-141	CONTRACT LABOR	1,845.00	1,845.00
8/2019	46	546-351	MAINTENANCE-EQUIPMENT	7.99	

G / L R E C A P

PERIOD	G/L ACCOUNT	NAME	AMOUNT	TOTAL
				7.99
8/2019	83 577-405B	FACILITIES-CONTRACT	3,588.00	3,588.00
GRAND TOTAL ESTIMATE:				0.00
GRAND TOTAL ACTUAL:				766,933.78
REPORT TOTAL:				766,933.78



Informational Items 7.B.

City Council Regular

Meeting Date: August 5, 2019

Submitted By: Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving Prepaid Claims in the amount of \$274,150.37

Attachments

Pre-paid Claims 8/5/19

Prepaid Claims for Agenda 08/05/19

Submitted by: Hailey Sharp A/P

City:

AT&T for internet service at Sahoma Bait Shop- \$ 72.60

AT&T monthly phone charges for July 2019- \$ 6,450.18

Wright Express for City vehicles fuel & oil July 2019- \$ 21,849.31

HUB International Mid-America July 2019- \$ 230,652.35

OESC 2ND QTR 2019 Unemployment taxes- \$ 11,514.83

ODEQ Permit- 583-B -\$ 3,261.10

Leonardo Music- \$ 350.00

Total Amount \$ 274,150.37



AGENDA ITEM

Community Development 9.A.

City Council Regular

Meeting Date: August 5, 2019

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 517 North Third Street, City of Sapulpa, Creek County, State of Oklahoma, from RS-3 (Residential Single Family High Density) to RD (Residential Duplex) per SAZ-954; and directing the City Clerk to show each change upon the Official Zoning Map; Repealing all Ordinance or parts of Ordinances in conflict herewith providing for severability and declaring an emergency.

BACKGROUND:

The subject property is located south of the Southeast corner of East Fife Avenue and North 3rd Street. The single-family dwelling that was previously located on the lot has been removed. The new owner would like to construct two duplex buildings on the lot. Construction will be similar to the duplex dwellings located north of the subject lot. The lot to North was zoned for duplex use in 2009 per SAZ-895.

RECOMMENDATION:

The Sapulpa Planning Commission met on July 23, 2019, and voted unanimously to recommend approval of the rezoning. Staff concurs with the recommendation.

Attachments

Ordinance #2817

SPC Staff report

Case maps and survey

Ordinance

ORDINANCE NO. 2817

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF SAPULPA; CHANGING THE ZONE AND DISTRICT OF PROPERTY LOCATED AT 517 NORTH THIRD STREET, CITY OF SAPULPA, CREEK COUNTY, STATE OF OKLAHOMA, FROM RS-3 (RESIDENTIAL SINGLE FAMILY HIGH DENSITY) TO RD (RESIDENTIAL DUPLEX), PER SAZ-954; 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-954 Hersh Properties: Lots 25 thru 28, inclusive, Block 28, North Heights Addition to the City of Sapulpa, Creek County, State of Oklahoma, according to the recorded plat thereof, be and are hereby rezoned from RS-3 (Residential Single Family) to RD (Residential Duplex)


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.

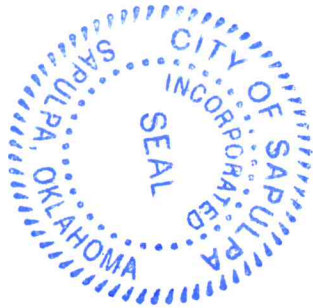
SECTION 4. Should any section, subsection sentence, provision, clause or phrase hereof be held invalid, void or unconstitutional for any reason, such holding shall not render invalid, void or unconstitutional any other section, subsection, sentence, provision, clause or phrase of this ordinance, and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

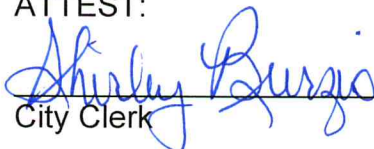
SECTION 5. EMERGENCY. This ordinance being designated to protect the public health, safety, and welfare of the inhabitants of the City of Sapulpa, Oklahoma, and its passage being immediately necessary, an emergency is hereby deemed to exist and by reason whereof this ordinance shall take effect immediately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

PASSED AND APPROVED in regular session this 5th day of August, 2019.




Mayor



ATTEST:


City Clerk

APPROVED:


City Attorney

ORDINANCE NUMBER 288

AN ORDINANCE OF THE CITY OF SAPULPA, OKLAHOMA, AMENDING THE MASTER FEE SCHEDULE TO THE SAPULPA CITY CODE, APPENDIX A, SECTION 17.17-511, BY PROVIDING FOR AMENDED REFUSE COLLECTION RATES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING THAT IF ANY PART OR PARTS OF THIS ORDINANCE ARE HELD INVALID OR INEFFECTIVE, THE REMAINING PORTIONS SHALL NOT BE AFFECTED; PROVIDING AN EFFECTIVE DATE AND DECLARING AN EMERGENCY.

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

Section 1. The Sapulpa City Code, Appendix A, Section 17.17-511, is amended to read in its entirety, as follows:

SECTION 17.17-511 REFUSE COLLECTION RATES AND CHARGES.

The fees referenced in Section 17-511 are as follows:

Service Type	Monthly Fees*
Residential at curb side or alley:	\$11.60
Residential senior citizen curbside:	\$10.60
Residential physically challenged carry-out service:	\$11.60
Residential special carry-out service:	\$27.38
Additional containers:	\$9.04 per container
Non-residential polycart:	\$17.40
Commercial rate: Per container size according to following chart:	

Ordinance # 2818

NUMBER OF PICKUPS / WEEK

	1	2	3	4	5	6	EXTRA
2YD	\$59.77	\$99.27	\$133.23	\$153.92	\$178.70	\$202.93	\$35.89
3YD	\$79.32	\$127.66	\$161.12	\$206.04	\$250.57	\$288.09	\$44.86
4YD	\$84.15	\$154.33	\$212.47	\$267.10	\$325.36	\$447.57	\$51.28
6YD	\$117.01	\$218.97	\$301.22	\$386.86	\$471.90	\$554.61	\$62.81
8YD	\$144.63	\$282.60	\$392.18	\$505.59	\$619.23	\$732.09	\$74.34
LOCKS	12.13						

* All fees subject to adjustment annually based on fluctuations in Garbage and Trash Collection Consumer Price Index during previous calendar year as published by the U.S. Department of Labor, Bureau of Labor Statistics and as provided for and required in current contract with City waste provider."

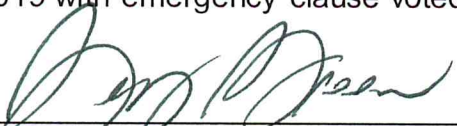
Section 2. All ordinances, or parts of ordinances, in conflict with this ordinance are repealed to the extent of conflict only.

Section 3. If any part or parts of this ordinance are held invalid or ineffective, the remaining portions shall not be affected but remain in full force and effect.

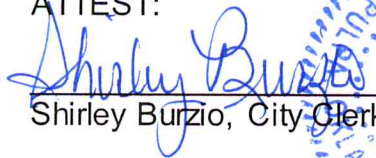
Section 4. Effective Date. The rates reflected in this ordinance shall be in effect from and after July 1, 2019.

Section 5. EMERGENCY. Being immediately necessary that the provisions of this ordinance be put into full force and effect for the preservation of the public peace, health and safety of the City of Sapulpa, Oklahoma, an emergency is hereby declared to exist and this ordinance shall be in full force and effect after its passage, approval, and publication as required by law.


PASSED AND APPROVED in regular session this 5th day of August 2019 with emergency clause voted on separately.


Reg Green, Mayor

ATTEST:


Shirley Burzio, City Clerk

APPROVED AS TO FORM:


David R. Widdoes, City Attorney



SAPULPA PLANNING COMMISSION (SPC)
July 23, 2019

FILE: SAZ-954 | Rezoning
OWNERS: Hersh Properties
ADDRESS: 517 North 3rd Street
PARCEL: 1350-00-028-000-0-080-00
STR: Section 26, Township 18 North, Range 11 East
LEGAL: Lots Twenty-five (25), Twenty-six (26), Twenty-seven (27), and Twenty-eight (28), Block Twenty-eight (28), In North Heights Addition to the City of Sapulpa, Creek County, State of Oklahoma, according to the recorded plat thereof.
LOT SIZE: 15,000 square feet more or less
ZONING: RS-3 Residential Single Family
EXISTING USE: Vacant lot
APPLICANT: Justin Hershberger
CC WARD: Ward #2 Mr. John Anderson and Ms. Carla Gunn
PREPARED BY: Nikki Howard – Urban Development Director

REQUEST:

The applicant requests to rezone the subject property from RS-3 (Residential Single Family) to RD (Residential Duplex).

APPLICABLE STATE AND MUNICIPAL CODE SECTIONS:

City of Sapulpa Zoning Code, Chapter 4, Residential.

BACKGROUND: The subject property is located south of the Southeast corner of East Fife Avenue and North 3rd Street. The single-family dwelling that was previously located on the lot has been removed. The new owner would like to construct two duplex buildings on the lot.

Construction will be similar to the duplex dwellings located north of the subject lot. The lot to North was zoned for duplex use in 2009 per SAZ-895.

SURROUNDING LAND USE AND ZONING:

North:	RM-2 Duplex use
East:	RS-3 Residential Single Family
South:	RS-3 Residential Single Family
West:	RS-3 Residential Single Family

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

<u>Comprehensive Plan:</u>	The subject property is designated Residential on the Future Land Use Map (FLUM).
----------------------------	---

<u>Flood Zone:</u>	The subject property is not located within a flood zone.
--------------------	--

PUBLIC COMMENTS:

As of writing this report, staff has not received any phone calls.

STAFF RECOMMENDATION:

Recommended motion for SPC:

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

ATTACHMENTS:

1. Vicinity & Zoning Maps
2. Site Plan
3. Site photos

SAZ-954

Hersh Properties
517 N 3rd St
Sapulpa, OK 74066

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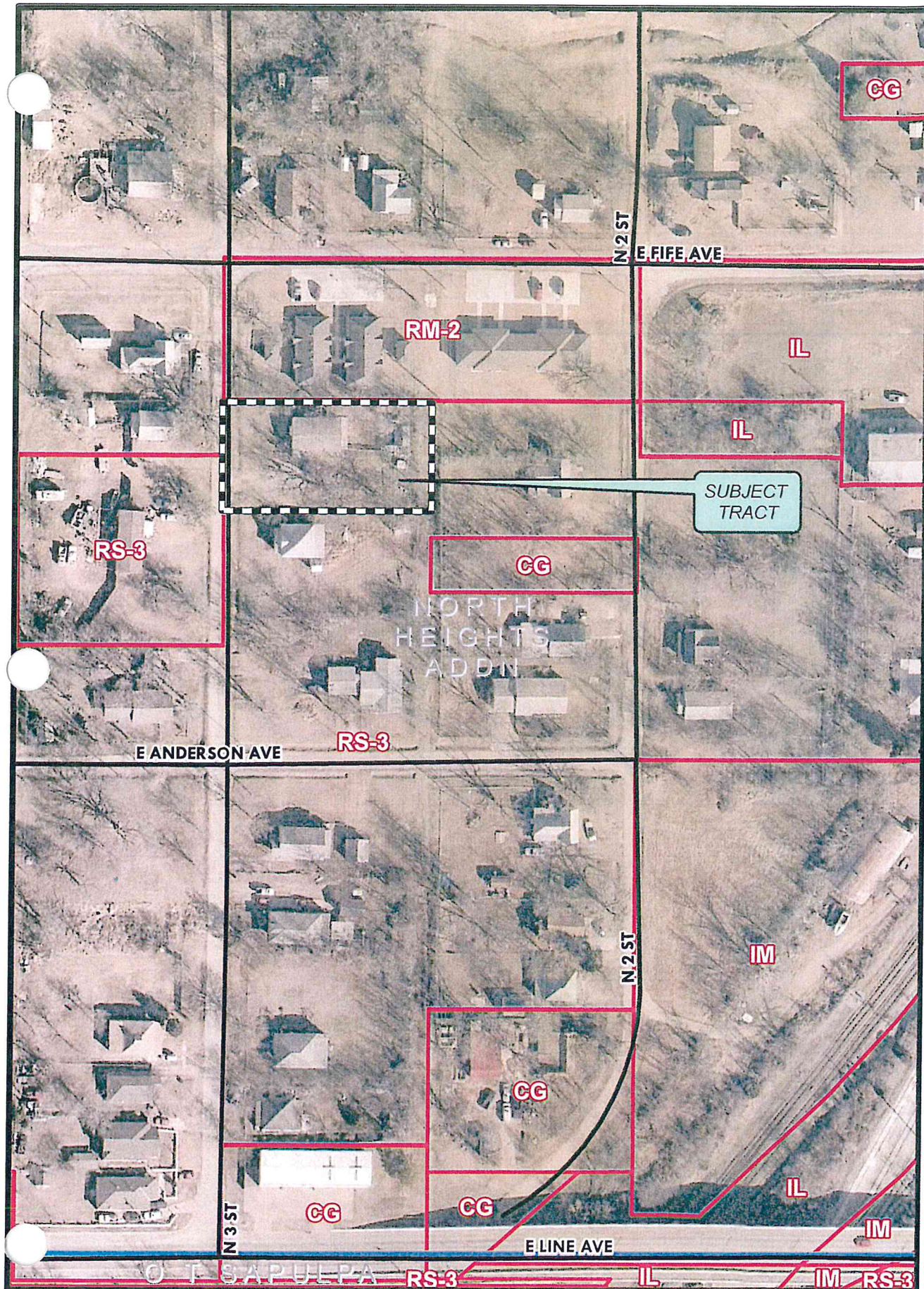
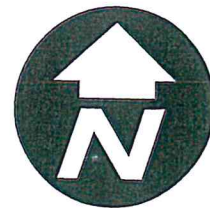
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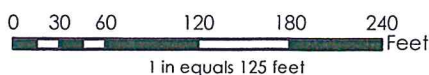
Legend

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



Property Description

Property located on Lots 25-28, Block 28,
North Heights Addition,
Sapulpa, Creek County, Oklahoma.



Map Prepared by:
City of Sapulpa
Date: 6/17/2019

Source Data:
Creek County Assessors
Creek County, Oklahoma

SAZ-954

Hersh Properties
517 N 3rd St
Sapulpa, OK 74066

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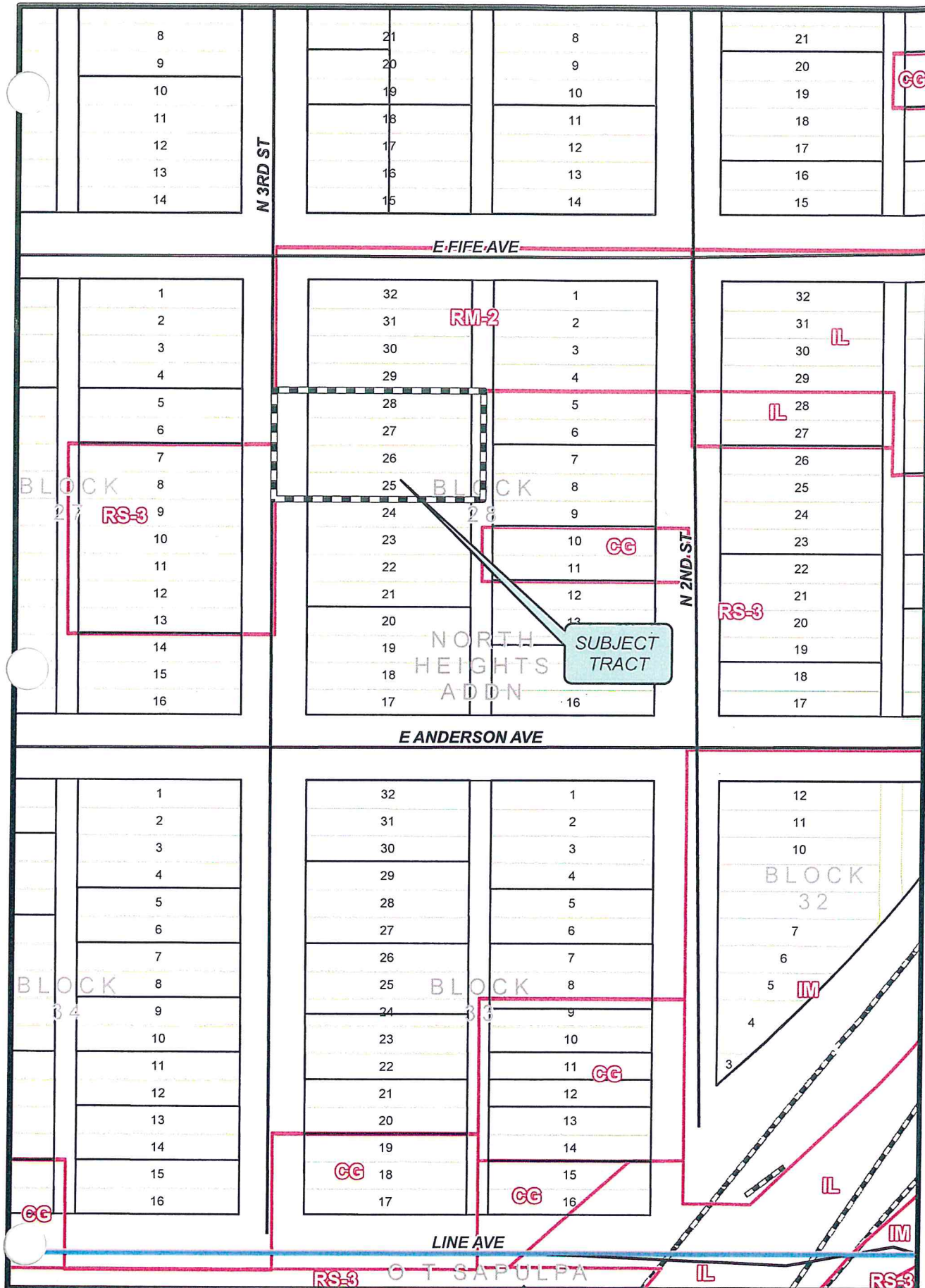
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Legend

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



Property Description

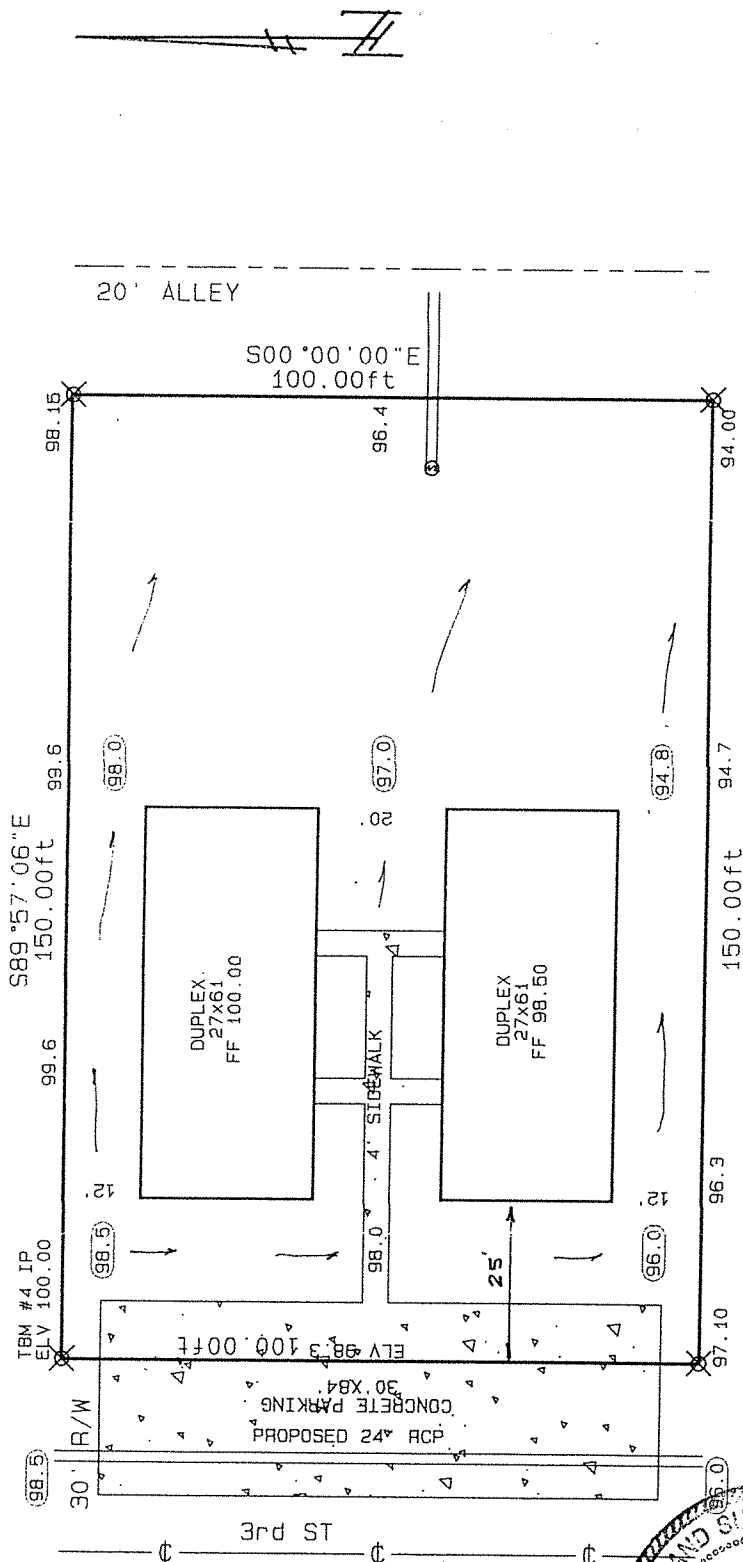
Property located on Lots 25-28, Block 28,
North Heights Addition,
Sapulpa, Creek County, Oklahoma.

0 30 60 120 180 240
Feet
1 in equals 125 feet

Map Prepared by:
City of Sapulpa
Date: 6/17/2019

Source Data:
Creek County Assessors

Plat of Survey for: Justin Hershberger



Legal Description: Lots 25-26-27 and 28 of Block 28 of NORTH HEIGHTS ADDITION to the Sapulpa, Creek County, Oklahoma

Bearings: West Line of Block 28 Assumed **Bearing** = S 00°00'00" E

CERTIFICATE OF SURVEY: THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS AS ADOPTED BY THE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

6-11-2019 last site visit 6-6-2019

ALAN MARK PENN SURVEYING, P.O. BOX 657, BRISTOW, OK. 74010; 519-850-2942; CA #7506 CERTIFICATION EXPRESSED OR IMPLIED HEREIN APPLIES ONLY TO THE INDIVIDUAL(S), ASSOCIATIONS, AGENCY AND OR CORPORATIONS EXPLICITLY LISTED AND NO OTHER PARTIES. ANY CERTIFICATION EXPRESSED OR IMPLIED HEREIN IS INVALID WITHOUT THE ORIGINAL SIGNATURE OF ALAN MARK PENN, AND THE OFFICIAL SEAL OF ALAN MARK PENN, LICENSED LAND SURVEYOR, STATE OF OKLAHOMA, #1086. ALTERATION OF THIS DOCUMENT EXCEPT BY ALAN MARK PENN, IS ILLEGAL. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAYS OF RECORD. NO RESEARCH OF ABSTRACT OR RECORDER'S OFFICE HAS BEEN CONDUCTED AND NO OPINION IS VERSED AS TO THE OWNERSHIP OF FENCES OR ANY OTHER APPURTENANCE ON SAID PROPERTY. COPYRIGHT 2019. ALL RIGHTS RESERVED. NO PART OF THIS PLAT MAY BE REPRODUCED WITHOUT THE PRIOR WRITTEN PERMISSION OF ALAN MARK PENN.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF SAPULPA; CHANGING THE ZONE AND DISTRICT OF PROPERTY LOCATED AT 517 NORTH THIRD STREET, CITY OF SAPULPA, CREEK COUNTY, STATE OF OKLAHOMA, FROM RS-3 (RESIDENTIAL SINGLE FAMILY HIGH DENSITY) TO RD (RESIDENTIAL DUPLEX), PER SAZ-954; 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-954 Hersh Properties: Lots 25 thru 28, inclusive, Block 28, North Heights Addition to the City of Sapulpa, Creek County, State of Oklahoma, according to the recorded plat thereof, be and are hereby rezoned from RS-3 (Residential Single Family) to RD (Residential Duplex)

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.

ORD # _____

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: August 5, 2019

Submitted By: Nikki Howard, Urban Development Director

Department: Planning & Development

Presented By: Nikki Howard

SUBJECT:

Discussion and possible action regarding the application by Shari Lawson Phelps, Releaf Ranch, LLC, for a Specific Use Permit, SUP-041, to allow a Commercial Medicinal Marijuana Dispensary located at 9697 State Highway 66, Sapulpa, Oklahoma.

BACKGROUND:

The subject property, located at 9697 State Highway 66, was previously used as a chiropractic office. The structure does meet the Corridor Design Criteria. Per Section 250 of the zoning code, the applicants are required to construct and maintain a wall or fence (masonry or wood) along the East boundary of the property. The Planning Commission has, as part of their recommendation, required screening along the South boundary line. This is the property line in common with the Skating Rink. The Commission also required an additional camera showing the parking lot area.

There was one speaker at SPC, Doug Redding, the owner of the RV park to the South stated he was not in favor of the application. However, the applicant stated that there are five registered sex offenders living in that particular park. Staff confirmed that number.

RECOMMENDATION:

On July 23, 2019 the Sapulpa Planning Commission met and voted 3-2 to recommend approval to City Council, with conditions listed on staff report as well as additional screening along South boundary of the lot and an additional security camera that will show the parking lot. All per findings of fact and conclusions of law.

Attachments

SPC staff report

Finding of Fact

Map

Submittals





SAPULPA PLANNING COMMISSION
July 23, 2019
STAFF REPORT

FILE: SUP-041 | Specific Use Permit

APPLICANT: Releaf Ranch, LLC

ADDRESS: 9697 State Highway 66

PARCEL: 1445-00-201-000-0-100-00

STR: Section 24, Township 18 North, Range 11 East

LEGAL: A part of the NE/4 of the SW/4 of Section 24, Township 18 North, Range 11 East of the Indian Base and Meridian, being all of Lot 1, and parts of Lots 2, 3, 4, 18, 19, 20, 21, and 22, in Sapulpa Park Addition to the City of Sapulpa, Oklahoma, together with vacated streets and alleys described as: Beginning at a point on the East right-of-way line of Highway#66; 0.4 feet West of the NW corner of said Lot 1; thence North 28°02' East a distanced of 28.30 feet; Thence East 38.60 feet; thence South along the quarter section line 205.65 feet; thence West 147.3 feet to the East right-of-way line of Highway #66; thence North 28°02' East along said right-of-way 202.82 feet to the point of beginning, in Creek County, State of Oklahoma.

LOT SIZE: .4 acres more or less

ZONING: CG – Commercial General

EXISTING USE: Vacant “Gallagher Chiropractic” Building

APPLICANT: Shari Lawson Phelps

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 Retail Medicinal Marijuana Dispensary in the CG (Commercial General).

APPLICABLE STATE AND MUNICIPLE CODE SECTIONS:

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

BACKGROUND:

A medical marijuana dispensary license allows a business to legally sell medical marijuana and medical marijuana products. Licensed dispensaries can only sell to patient license holders, caregiver license holders, research license holders, and the parent or legal guardian named on a minor patient's license. Dispensaries engaging in unlawful sales may be fined, or their licenses may be revoked. Licensed dispensaries must comply with Title 63 O.S. § 420A *et seq.* and the Oklahoma Administrative Code (OAC) 310:681.

The subject property was previously used as a medical office. The structure meets the "Corridor Design Criteria". Per Section 250 of the zoning code, the applicants are required to construct and maintain a screening wall or fence (masonry or wood) and no less than six feet tall along the East boundary of the property. It appears that adequate parking is available on the site.

SURROUNDING LAND USE AND ZONING:

North:	RE Residential Estate
East:	RE Residential Estate
South:	CG Commercial General (skating rink)
West:	State Highway 66

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

Comprehensive Plan: The subject property is designated Industrial/Commercial 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 comment.

STAFF RECOMMENDATION:**Recommended motion for SMAPC:**

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

ATTACHMENTS:

1. Vicinity & Zoning Maps
2. Site photos
3. Site plan
4. Findings of Fact/Conclusion of Law

FINDINGS OF FACT AND CONCLUSIONS OF LAW

NOW on this 23rd day of July, 2019, 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. LM - Too close to skating rink / shared parking
JB - Too close - shared parking
HE - Barrier in parking lot

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.

N/A

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) Screen along East & South Boundary
- (b) Include parking lot camera
- (c) _____

5. All procedural requirements of 11 O.S. 43-113 have been met and SUP-41 is hereby approved/denied for the reasons set forth above, and these findings and conclusions have been approved in open meeting this 23rd day of July, 2019.

* LM - Deny - Substantial effect to adjoining property - NO and

111 → 11

SUP-041

Relief Ranch LLC
Shari Lawson Phelps
9697 State Highway 66
Sapulpa, OK 74066

CITY OF SAPULPA MAP PRODUCTS

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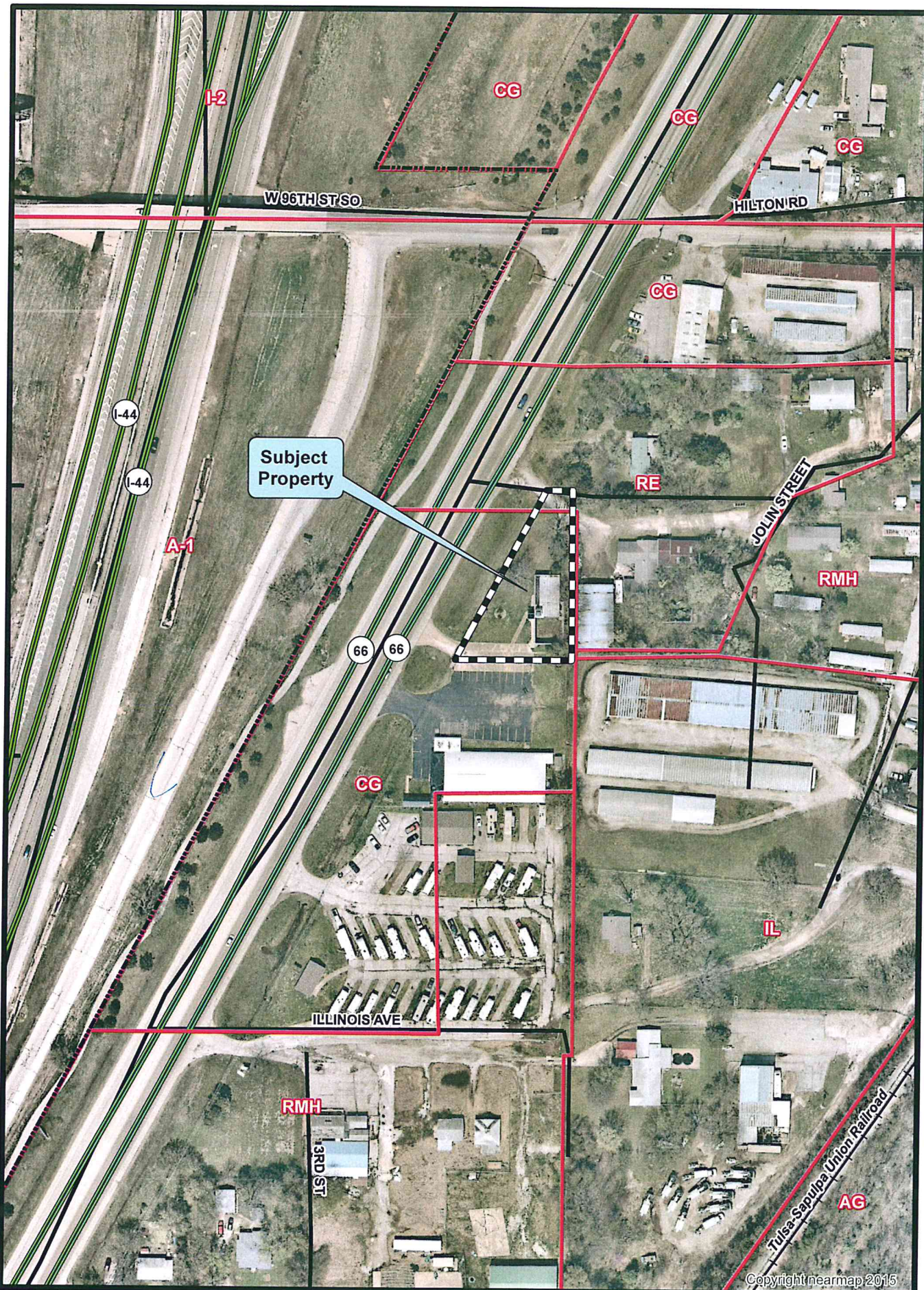
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Legend

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



Copyright nearmap 2015

Property Description

Property located in Lots 1 & parts of Lots 2-4 & 18-22, Block 8, Sapulpa Park Addn & the continuing full legal description is within case file..., Sapulpa, Creek County, Oklahoma

E-911: 9697 State Highway 66, Sapulpa, OK 74066



Map Prepared by:
City of Sapulpa
Date: 6/25/2019

Source Data:
Creek County Assessors
City of Sapulpa, Incog

SUP-041

Releaf Ranch LLC
Shari Lawson Phelps
9697 State Highway 66
Sapulpa, OK 74066

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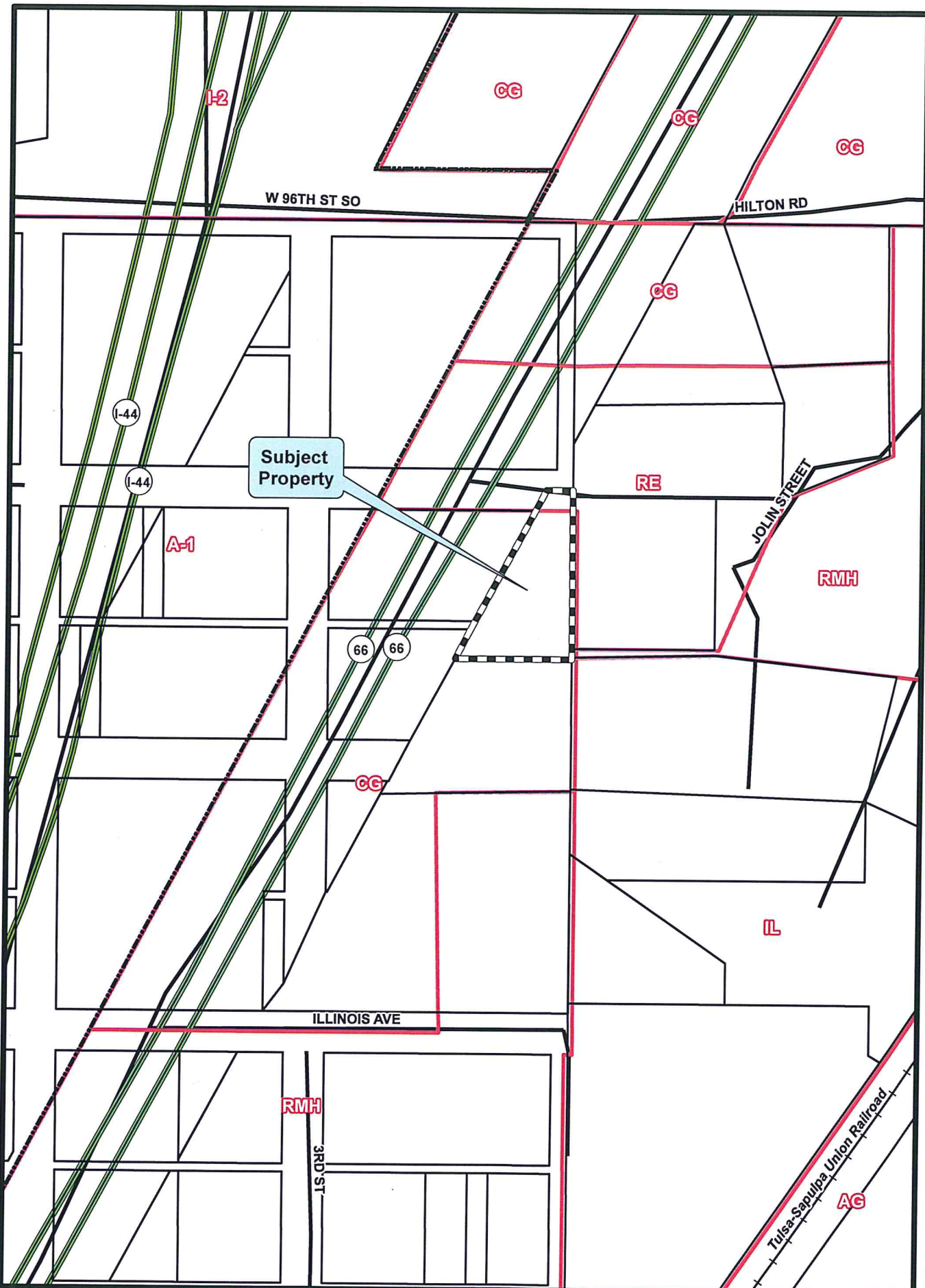
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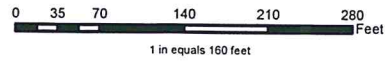
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Map Prepared by:
City of Sapulpa
Date: 6/25/2019

Source Data:
Creek County Assessors
City of Sapulpa, Incog

145-00 - 21-000 - 000 -
Comm/Ind
& flood
Ward #5



- screening

Sapulpa Metropolitan Area Planning Commission (SMAPC)

Specific Use Permit Application (SUP)

For Office Use

Date Application Submitted 6/24/2019 Received by B.B. Complete? Yes or No

Date of Public Hearing 7/23/2019 Case Number SUP-041 Approved? Yes or No

Applicant: Releaf Ranch LLC Phone: 918 938 5502

Owner: (if different**) Shari Lawson Phelps Phone: 817 366 4373

Address: 91691 State Hwy 66 Zoning: Office S-T-R: NA

Lot: 1 and Block: 8 Subdivision: Sapulpa Park Addition

Parts of Lots 2, 3, 4, 18, 19, 20, 21 and 22

**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 Are Planning Commission (SMAPC) 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: .469 Acres 2. Current Use: unoccupied Dr. office

3. Frontage Road (Street): Route 66

4. Identify structures and improvements on the property: 1560 sq. ft. office building, one story, brick construction
5. City Water: ☒ Yes ☐ No 6. City Sewer: ☒ Yes ☐ No 7. Basin (if applicable): _____

B. Adjoining Property

1. Provide approximate distances from structures on adjacent lots to the property lines: ~~200'~~ 120'
2. Identify adjacent and surrounding land uses: Commercial

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.

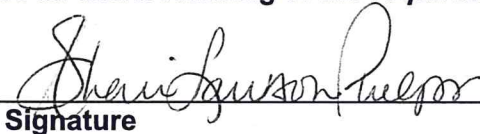
1. Describe the proposed Specific Use as it pertains to your property: Medical Marijuana Dispensary
2. Describe any benefits to the adjacent properties or to the City: Tax benefit to the City
3. Explain how the subject property is well suited for proposed Specific Use. (e.g. advantages such as topography, soil, drainage, access, proximity to populated commercial/residential areas, etc.): Built as a Dr office, the building is configured for immediate use with a containment area.
4. Explain how the proposed Specific Use may affect the road system serving your area: No impact over the previous business of Gallagher Chiropractic.
5. Provide the number of additional daily traffic counts the Specific Use may produce: No increase foreseen
6. If there are increases in traffic, what traffic control measures are proposed? NA
7. How could the proposed Special Use be detrimental to properties in the vicinity? No adverse effects
8. Explain what measures are proposed to minimize any adverse effects: NA

=====

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 SMAPC meeting.
- The City Council (CC) reviews and discusses the SUP request and the recommendation from the SMAPC. 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 Metropolitan Area Planning Commission (SMAPC) meets the 4th Tuesday of each month at 7:00 p.m. in the City Council Chambers
- You may contact the Urban Development Department at 918-248-5917

*****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

6/21/19
Date

=====

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>61.20</u>
Total Amount Due	\$ <u>261.20</u>
Date Paid	<u>6/24/19</u>
Check No.	<u>0003</u>

State of Oklahoma

License Certificate

NON - TRANSFERABLE

COMMERCIAL DISPENSARY LICENSE

HEREBY GRANTED TO

RELEAF RANCH LLC

9697 STATE HIGHWAY 66, SAPULPA, OK, 74066

THE LICENSE IS ISSUED BY THE OKLAHOMA STATE DEPARTMENT OF HEALTH, OKLAHOMA MEDICAL MARIJUANA AUTHORITY TO CERTIFY THE ABOVE HAS FULFILLED THE REQUIREMENTS OF TITLE 63 O.S. § 420A ET SEQ. AND THE OKLAHOMA ADMINISTRATIVE CODE AT TITLE 310 CHAPTER 681. THE LICENSE IS SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREFOR, AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW AND RULE. LICENSEE SHALL OBSERVE AND COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES, RULES AND REGULATIONS OF THE STATE OF OKLAHOMA.

06/12/2020

LICENSE NUMBER:

DAAA-4KAJ-Z17A



DO NOT COPY

Tom Bates
TOM BATES, J.D.
Interim Commissioner
Oklahoma State Department of Health

Releaf Ranch, LLC Security Plan

Security Plan Contents:

1. Employee Safety Elements
2. Interior Site Construction Elements
3. Exterior Doors and Windows
4. Safes
5. Intrusion Detection System
6. Video Management System
7. Electronic Access Control System
8. Interior and Exterior Lighting
9. Typical Customer Flow
10. Typical Delivery Flow
11. Typical Visitor Flow
12. Typical Employee Flow
13. Background Investigations
14. Loitering and Other Activity
15. Cash Handling
16. Fencing

SECURITY PLAN

1. Employee Safety Elements:

- 1.1 Employees are to park in designated areas.
- 1.2 Employees are to enter the facility upon opening and exit upon closing only through the main lobby door.
- 1.3 Employees are to be provided with and receive training on how to use Robbery Alarm Buttons.
- 1.4 Employees are to be provided with training on common situations such as robbery, verbal or physical aggression and other situations.

2. Interior Site Construction Security Elements:

- 2.1 A common Lobby Area shall be established that is isolated from the main operational areas of the facility. This area will be monitored at all times by entrance screening staff.
- 2.2 An electronically controlled door shall be provided to grant access from the Lobby Area into the Dispensary. This door will be equipped with free egress hardware.
- 2.3 A hardened security door will be provided to access the two offices / storage rooms that contain safes for cannabis and cash. Both doors will be equipped with a “peep hole” viewer. Both doors will have electronic locking and free egress hardware.
- 2.4 A hardened security door will be provided to access the network and security equipment area. The door will be equipped with electronic locking and free egress hardware.

3. Exterior Doors and Windows:

3.1 All windows and glass doors will have shatter resistant film and be protected by electronic glass break / shock sensors interfaced to the intrusion alarm system.

3.2 All exterior doors will have dead bolt locks with (Keyed on both sides) in addition to the electronic access control system.

4. Safes:

4.1 UL listed fire and burglary safes will be permanently affixed for after hour's storage of cannabis, excess cannabis and cash.

5. Intrusion Detection System:

5.1 System shall be monitored by an approved Central Station 24/7.

5.2 Master Control Panel to be capable of providing at least two partitions controlled by separate keypads.

5.3 System shall be capable of having multiple user codes and levels of authority and capable of accepting a duress code at keypad level.

5.4 System shall be capable of reporting opening and closing events by individual user ID.

5.4 System to provide 48 hours of battery backup power or UPS.

5.5 Communications shall be supervised for line failure. Communications by cellular or Internet communicators are to be utilized.

5.6 Hardwired or Wireless panic buttons are to be provided and supervised.

5.7 All points of detection (motion detectors, door contacts, etc.) are to be supervised at the control panel level. Loss of supervision shall result in an immediate alarm (local sounder and transmission to Central Station).

5.8 An exterior tamper protected bell or siren (complying with any local alarm ordinances) will be provided.

5.9 Motion detectors are to employ dual technology (PIR and Microwave), have tamper detection and shall report and alarm or trouble if masked.

5.10 System or Central Station Services to be capable of providing text (SMS) or email messages to emergency contacts (if requested)

6. Video Surveillance System:

6.1 System shall have 48 hours of back-up battery or UPS.

6.2 A minimum of 7 Days of storage capability shall be provided and made available to local law enforcement upon request.

6.3 Cameras are to be capable of Day / Night recording

6.4 Exterior cameras will be provided to cover the following areas:

6.4.1 Views of property front looking outward towards the street.

6.4.2 View of all sides of the building to include doors and windows

6.4.3 Views of each door entry

6.5 Interior Cameras shall be provided to cover the following areas:

6.5.1 View of Lobby Area and main entry door

6.5.2 View of dispensary area

6.5.3 View of storage room

6.5.4 View of work areas

6.5.5 Views of all cash handling / counting areas

6.5.6 Views of Reception / Lobby Area

6.5.7 Views of each office / work area including cannabis storage

6.5.8 Views of sales floor activity and cannabis products

6.5.9 Views of network / security closet area

7. Electronic Access Control:

7.1 Access control doors are to be controlled by door release buttons, proximity cards or keypad codes. A combination of technologies may be deployed.

7.2 Doors are to fail secure in event of a power failure.

7.3 All egress doors shall be provided with panic hardware to over ride fail secure status or in conformance with local codes.

8. Lighting:

8.1 Exterior Lighting will be provided on all sides of the building and provide adequate illumination of the entire property.

8.2 Interior lighting shall be installed to provide both a safe working

environment and provide for enhanced security. A sufficient amount of lighting will be left on 24/7 to discourage intrusion and permit visibility from the exterior by local police or other patrols.

9. Typical Customer / Customer Flow:

9.1 Customers will be greeted by screening personnel at front entry. They will conduct an initial ID screening. Customers will then be electronically granted access to the Lobby Area. This door will remain locked at all times.

9.2 Customers will be greeted by an Entrance Screening Staff team member within the Lobby Area. Customer identification will be verified a second time.

9.3 Upon proper verification of Customer Status, customers will then be granted entry into the Dispensary Area.

9.4 Entry will be granted into the Dispensary Area by Staff pressing an electronic door release or opening the door physically.

9.5 Upon completion of transaction, customers will have free egress from the dispensary room back Lobby Area.

9.6 Customers will be reminded that use of cannabis within facility or upon facility grounds is strictly forbidden.

10. Typical Delivery Flow:

10.1 Delivery persons must identify themselves at the front personnel station.

10.2 Known delivery persons from common carriers will be:

10.2.1 Greeted in the Lobby Area and met by a manager.

10.2.4 Granted Entry to the dispensary or office area. They shall remain under constant escort.

11. Typical Guest Visitor Flow:

11.1 Access to the facility beyond the dispensary or Lobby Area will be strictly controlled and subject to approval of the manager. Typical approvals would include:

11.1.1 Applicants for Employment

11.1.2 Current or Potential Vendors

11.1.3 Medical Providers or Customer Counselors

11.1.4 Repair or other Authorized Service Providers

12. Typical Employee Flow

12.1 Staff will enter via the front door.

12.2 Based upon the staff members level of authority they will be granted access by the Electronic Intrusion System or by staff members already on duty to the appropriate work areas based upon their job duties.

13. Background Investigations:

13.1 A sufficient professional background investigation will be conducted for all employees so as to exclude persons convicted of any felony or a misdemeanor involving moral turpitude or on probation for any drug related offense.

14. Loitering and Other Activity:

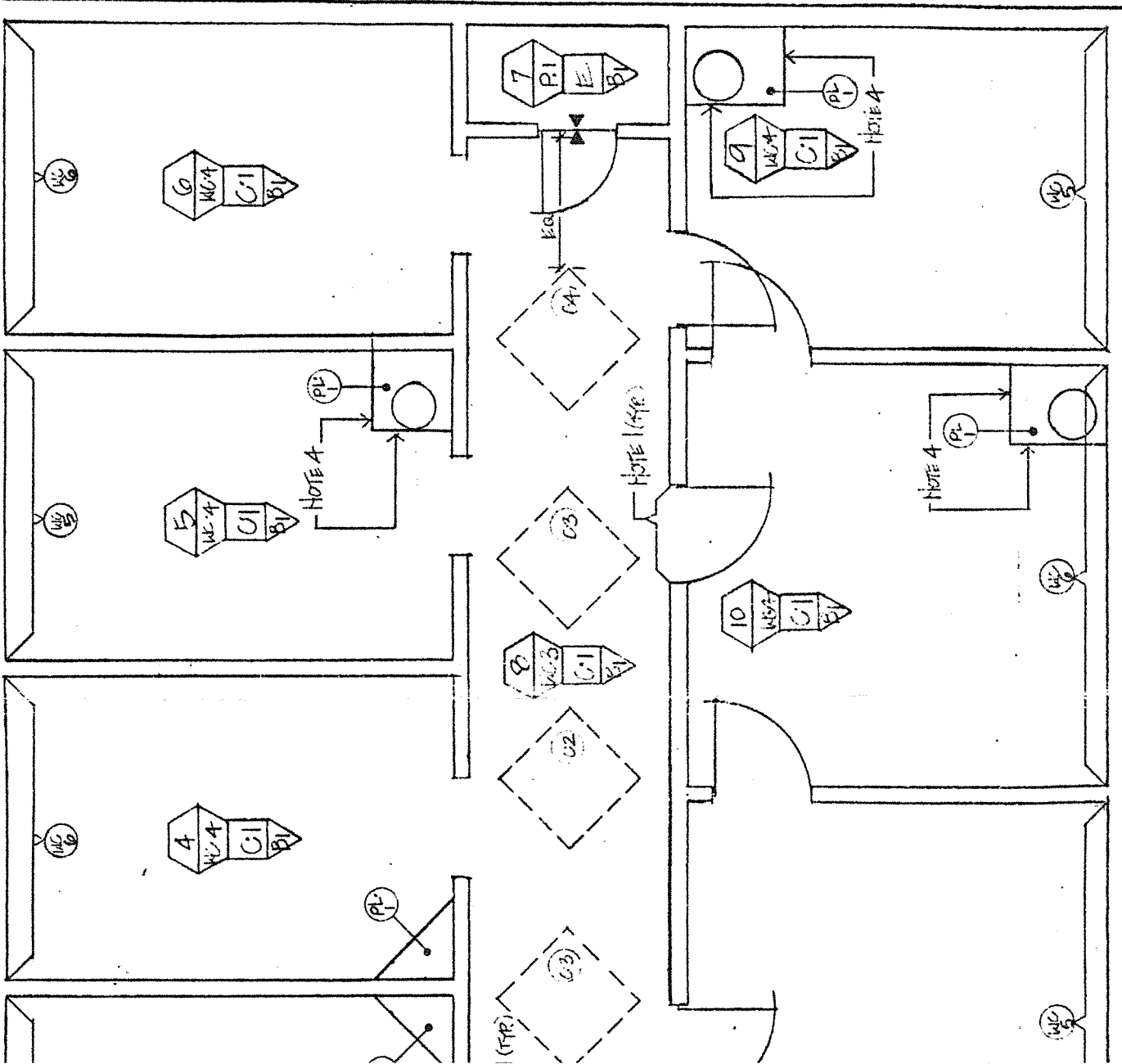
14.1 Staff will routinely monitor the grounds to discourage and observe any loitering, consumption and use of cannabis or other suspicious or illegal activity. This will be supplemented by Video Surveillance.

14.1 Signage will be posted reminding persons on property that loitering and consumption is not permitted on premises.

14.2 All criminal activity will be reported to the Sapulpa Police Department.

15. Cash Handling:

15.1 Only cash necessary to conduct business will be kept in the cash drawers on the dispensary floor.



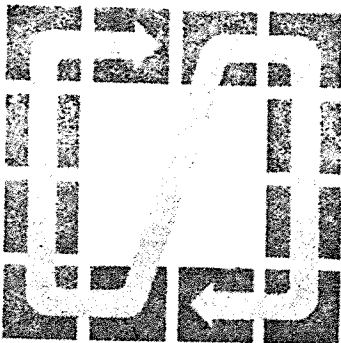
WALLCOVERING (VINYL) KORDSTAT., ESTIRE, FOR24-66, F.A.B.
CLAREL.

WALLCOVERING (VINYL) RF GOODRICH, KROSEAL, MURATONE, #B424-B, LEMERALD.

WALLCOVERING (VINYL) BE GOODRICH, CORNELLSTONE, MICH.
 100, PISSEUR.

FLOORCOVERING (CARPET) TO BE SUPPLIED BY CLINTON/OWEN.

0.5 0.6 0.7 0.8 0.9 1.0 1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8 1.9 2.0 2.1 2.2 2.3 2.4 2.5 2.6 2.7 2.8 2.9 3.0 3.1 3.2 3.3 3.4 3.5 3.6 3.7 3.8 3.9 4.0 4.1 4.2 4.3 4.4 4.5 4.6 4.7 4.8 4.9 5.0 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 6.0 6.1 6.2 6.3 6.4 6.5 6.6 6.7 6.8 6.9 7.0 7.1 7.2 7.3 7.4 7.5 7.6 7.7 7.8 7.9 8.0 8.1 8.2 8.3 8.4 8.5 8.6 8.7 8.8 8.9 9.0 9.1 9.2 9.3 9.4 9.5 9.6 9.7 9.8 9.9 10.0 10.1 10.2 10.3 10.4 10.5 10.6 10.7 10.8 10.9 11.0 11.1 11.2 11.3 11.4 11.5 11.6 11.7 11.8 11.9 12.0 12.1 12.2 12.3 12.4 12.5 12.6 12.7 12.8 12.9 13.0 13.1 13.2 13.3 13.4 13.5 13.6 13.7 13.8 13.9 14.0 14.1 14.2 14.3 14.4 14.5 14.6 14.7 14.8 14.9 15.0 15.1 15.2 15.3 15.4 15.5 15.6 15.7 15.8 15.9 16.0 16.1 16.2 16.3 16.4 16.5 16.6 16.7 16.8 16.9 17.0 17.1 17.2 17.3 17.4 17.5 17.6 17.7 17.8 17.9 18.0 18.1 18.2 18.3 18.4 18.5 18.6 18.7 18.8 18.9 19.0 19.1 19.2 19.3 19.4 19.5 19.6 19.7 19.8 19.9 20.0 20.1 20.2 20.3 20.4 20.5 20.6 20.7 20.8 20.9 21.0 21.1 21.2 21.3 21.4 21.5 21.6 21.7 21.8 21.9 22.0 22.1 22.2 22.3 22.4 22.5 22.6 22.7 22.8 22.9 23.0 23.1 23.2 23.3 23.4 23.5 23.6 23.7 23.8 23.9 24.0 24.1 24.2 24.3 24.4 24.5 24.6 24.7 24.8 24.9 25.0 25.1 25.2 25.3 25.4 25.5 25.6 25.7 25.8 25.9 26.0 26.1 26.2 26.3 26.4 26.5 26.6 26.7 26.8 26.9 27.0 27.1 27.2 27.3 27.4 27.5 27.6 27.7 27.8 27.9 28.0 28.1 28.2 28.3 28.4 28.5 28.6 28.7 28.8 28.9 29.0 29.1 29.2 29.3 29.4 29.5 29.6 29.7 29.8 29.9 30.0 30.1 30.2 30.3 30.4 30.5 30.6 30.7 30.8 30.9 31.0 31.1 31.2 31.3 31.4 31.5 31.6 31.7 31.8 31.9 32.0 32.1 32.2 32.3 32.4 32.5 32.6 32.7 32.8 32.9 33.0 33.1 33.2 33.3 33.4 33.5 33.6 33.7 33.8 33.9 34.0 34.1 34.2 34.3 34.4 34.5 34.6 34.7 34.8 34.9 35.0 35.1 35.2 35.3 35.4 35.5 35.6 35.7 35.8 35.9 36.0 36.1 36.2 36.3 36.4 36.5 36.6 36.7 36.8 36.9 37.0 37.1 37.2 37.3 37.4 37.5 37.6 37.7 37.8 37.9 38.0 38.1 38.2 38.3 38.4 38.5 38.6 38.7 38.8 38.9 39.0 39.1 39.2 39.3 39.4 39.5 39.6 39.7 39.8 39.9 40.0 40.1 40.2 40.3 40.4 40.5 40.6 40.7 40.8 40.9 41.0 41.1 41.2 41.3 41.4 41.5 41.6 41.7 41.8 41.9 42.0 42.1 42.2 42.3 42.4 42.5 42.6 42.7 42.8 42.9 43.0 43.1 43.2 43.3 43.4 43.5 43.6 43.7 43.8 43.9 44.0 44.1 44.2 44.3 44.4 44.5 44.6 44.7 44.8 44.9 45.0 45.1 45.2 45.3 45.4 45.5 45.6 45.7 45.8 45.9 46.0 46.1 46.2 46.3 46.4 46.5 46.6 46.7 46.8 46.9 47.0 47.1 47.2 47.3 47.4 47.5 47.6 47.7 47.8 47.9 48.0 48.1 48.2 48.3 48.4 48.5 48.6 48.7 48.8 48.9 49.0 49.1 49.2 49.3 49.4 49.5 49.6 49.7 49.8 49.9 50.0 50.1 50.2 50.3 50.4 50.5 50.6 50.7 50.8 50.9 51.0 51.1 51.2 51.3 51.4 51.5 51.6 51.7 51.8 51.9 52.0 52.1 52.2 52.3 52.4 52.5 52.6 52.7 52.8 52.9 53.0 53.1 53.2 53.3 53.4 53.5 53.6 53.7 53.8 53.9 54.0 54.1 54.2 54.3 54.4 54.5 54.6 54.7 54.8 54.9 55.0 55.1 55.2 55.3 55.4 55.5 55.6 55.7 55.8 55.9 56.0 56.1 56.2 56.3 56.4 56.5 56.6 56.7 56.8 56.9 57.0 57.1 57.2 57.3 57.4 57.5 57.6 57.7 57.8 57.9 58.0 58.1 58.2 58.3 58.4 58.5 58.6 58.7 58.8 58.9 59.0 59.1 59.2 59.3 59.4 59.5 59.6 59.7 59.8 59.9 60.0 60.1 60.2 60.3 60.4 60.5 60.6 60.7 60.8 60.9 61.0 61.1 61.2 61.3 61.4 61.5 61.6 61.7 61.8 61.9 62.0 62.1 62.2 62.3 62.4 62.5 62.6 62.7 62.8 62.9 63.0 63.1 63.2 63.3 63.4 63.5 63.6 63.7 63.8 63.9 64.0 64.1 64.2 64.3 64.4 64.5 64.6 64.7 64.8 64.9 65.0 65.1 65.2 65.3 65.4 65.5 65.6 65.7 65.8 65.9 66.0 66.1 66.2 66.3 66.4 66.5 66.6 66.7 66.8 66.9 67.0 67.1 67.2 67.3 67.4 67.5 67.6 67.7 67.8 67.9 68.0 68.1 68.2 68.3 68.4 68.5 68.6 68.7 68.8 68.9 69.0 69.1 69.2 69.3 69.4 69.5 69.6 69.7 69.8 69.9 70.0 70.1 70.2 70.3 70.4 70.5 70.6 70.7 70.8 70.9 71.0 71.1 71.2 71.3 71.4 71.5 71.6 71.7 71.8 71.9 72.0 72.1 72.2 72.3 72.4 72.5 72.6 72.7 72.8 72.9 73.0 73.1 73.2 73.3 73.4 73.5 73.6 73.7 73.8 73.9 74.0 74.1 74.2 74.3 74.4 74.5 74.6 74.7 74.8 74.9 75.0 75.1 75.2 75.3 75.4 75.5 75.6 75.7 75.8 75.9 76.0 76.1 76.2 76.3 76.4 76.5 76.6 76.7 76.8 76.9 77.0 77.1 77.2 77.3 77.4 77.5 77.6 77.7 77.8 77.9 78.0 78.1 78.2 78.3 78.4 78.5 78.6 78.7 78.8 78.9 79.0 79.1 79.2 79.3 79.4 79.5 79.6 79.7 79.8 79.9 80.0 80.1 80.2 80.3 80.4 80.5 80.6 80.7 80.8 80.9 81.0 81.1 81.2 81.3 81.4 81.5 81.6 81.7 81.8 81.9 82.0 82.1 82.2 82.3 82.4 82.5 82.6 82.7 82.8 82.9 83.0 83.1 83.2 83.3 83.4 83.5 83.6 83.7 83.8 83.9 84.0 84.1 84.2



INTERIORS
SPACE
PLANNING

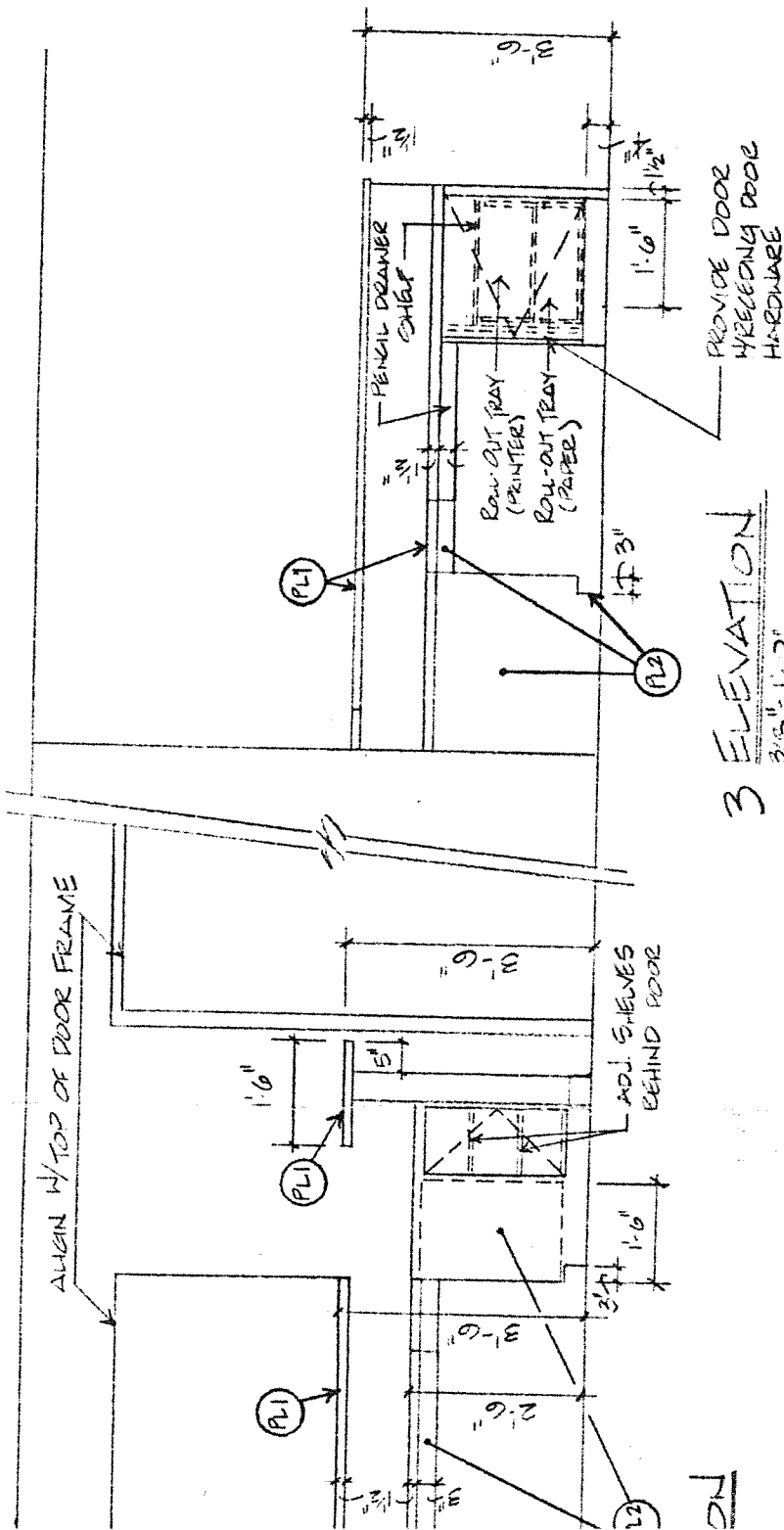
907 So. Detroit
Tulsa, Oklahoma 74120
918-749-8439

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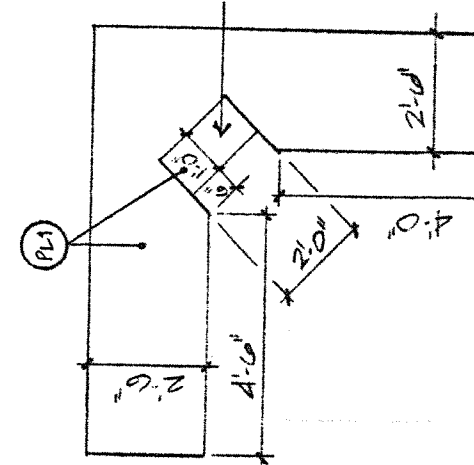
REVISIONS:

DATE: SEPT. 26, 1990
SCALE: AS NOTED
SHEET NO.:

AV



3 ELEVATION
3'-0" X 1'-0"



ELEV
4
OVER
1RD TO



AGENDA ITEM

Community Development 9.C.

City Council Regular

Meeting Date: August 5, 2019

Submitted By: Nikki Howard, Urban Development Director

Department: Planning & Development

Presented By: Nikki Howard

SUBJECT:

Discussion and possible action regarding the application by Andrew Davis and Nick Ramirez, Green Country Research, for a Specific Use Permit, SUP-042, to allow Marijuana Grow Facility located at 4550 West 57th Street South, Tulsa.

BACKGROUND:

The proposed Commercial Marijuana Growth Facility is located East of the Southeast corner of West 57th Street South and West Skelly Drive. The general area is primarily a mix of Heavy Commercial and Industrial uses. There will be no screening requirement; all adjoining properties have an IL zoning designation.

The facility will be designed to filter the air through several carbon filter stages. Proper ventilation and filtration will need to be inspected and approved by the Fire Marshal and the City Inspector to ensure that there are no adverse affects or odor from the permitted premises. They have met and reviewed all plans with the building inspector. Their security plan exceeds requirements set forth by the state as well as the City. They have approval from the OMMA for the location of the Grow Facility.

RECOMMENDATION:

The Sapulpa Planning Commission met on July 23, 2019, and voted unanimously to recommend approval to City Council, staff concurs with this recommendation.

Attachments

Staff report

Finding of Fact

Maps and submittals



SAPULPA PLANNING COMMISSION
July 23, 2019
STAFF REPORT

FILE: SUP-042 | Specific Use Permit
APPLICANT: Andrew Davis and Nick Ramirez
ADDRESS: 4550 West 57th Street South, Tulsa
PARCEL: 52550-92-33-05365
STR: Section 33, Township 19 North, Range 12 East
LEGAL: Lots Four (4) and Five (5), Block Two (2), Bozarth Acres, an addition to the City of Sapulpa, Tulsa County, State of Oklahoma, according to the recorded plat thereof.
LOT SIZE: .08 acres more or less
ZONING: IL Industrial Light
EXISTING USE: Vacant building
OWNER: J Johnson Commercial Properties
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 Commercial Marijuana Growth Facility in an IL (Industrial Light Manufacturing 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 proposed Commercial Marijuana Growth Facility is located East of the Southeast corner of West 57th Street South and West Skelly Drive. The general area is primarily a mix of Heavy Commercial and Industrial uses. The applicants will be required to pave their parking and driving surfaces with a dust free all weather material. There will be no screening requirement; all adjoining properties have an IL zoning designation.

The facility will be designed to filter the air through several carbon filter stages. Proper ventilation and filtration will need to be inspected and approved by the Fire Marshal and the City Inspector to ensure that there are no adverse affects or odor from the permitted premises. They have approval from the OMMA for the location of the Grow Facility.

SURROUNDING LAND USE AND ZONING:

North:	CG Commercial General
East:	IL Industrial Light
South:	IL Industrial Light
West:	IL Industrial Light

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

Comprehensive Plan: The subject property is designated Office/Commercial 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 comment.

STAFF RECOMMENDATION:**Recommended motion for SMAPC:**

Staff is recommending **APPROVAL** of the application with the following conditions:
(Separate vote on 1-5)

- 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:
- Security surveillance cameras installed to monitor all entrances, along with the interior and exterior of the permitted premises;
 - Alarm systems which are professionally monitored and operated 24 hours a day, seven days a week;
 - A locking safe permanently affixed to the permitted premises that shall store all marijuana and cash remaining in the facility overnight;
 - All marijuana in whatever form stored at the permitted premises shall be kept in a secure manner and shall not be visible from outside the permitted premises, nor shall it be grown, processed, exchanged, displayed or dispensed outside of the permitted premises;
 - All security recordings shall be preserved for at least seven (7) days by the permit holder and made available to any law enforcement officer upon request for inspection
- c. 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.
- d. 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.
- e. All necessary building, electrical, plumbing, and mechanical permits and inspections must be obtained for any part of the permitted premises.
- f. 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.

ATTACHMENTS:

1. Vicinity & Zoning Maps
2. Site plan
3. Site photos
4. Findings of Fact/Conclusion of Law

SUP-042

FINDINGS OF FACT AND CONCLUSIONS OF LAW

NOW on this 23rd day of July, 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) n/a
- (b) _____
- (c) _____

5. All procedural requirements of 11 O.S. 43-113 have been met and SUP-42 is hereby approved/denied for the reasons set forth above, and these findings and conclusions have been approved in open meeting this 23rd day of July, 2019.

SUP-042

Green Country Research
Andrew Davis
Nick Ramirez
4550 W 57th St S
Tulsa, OK 74107

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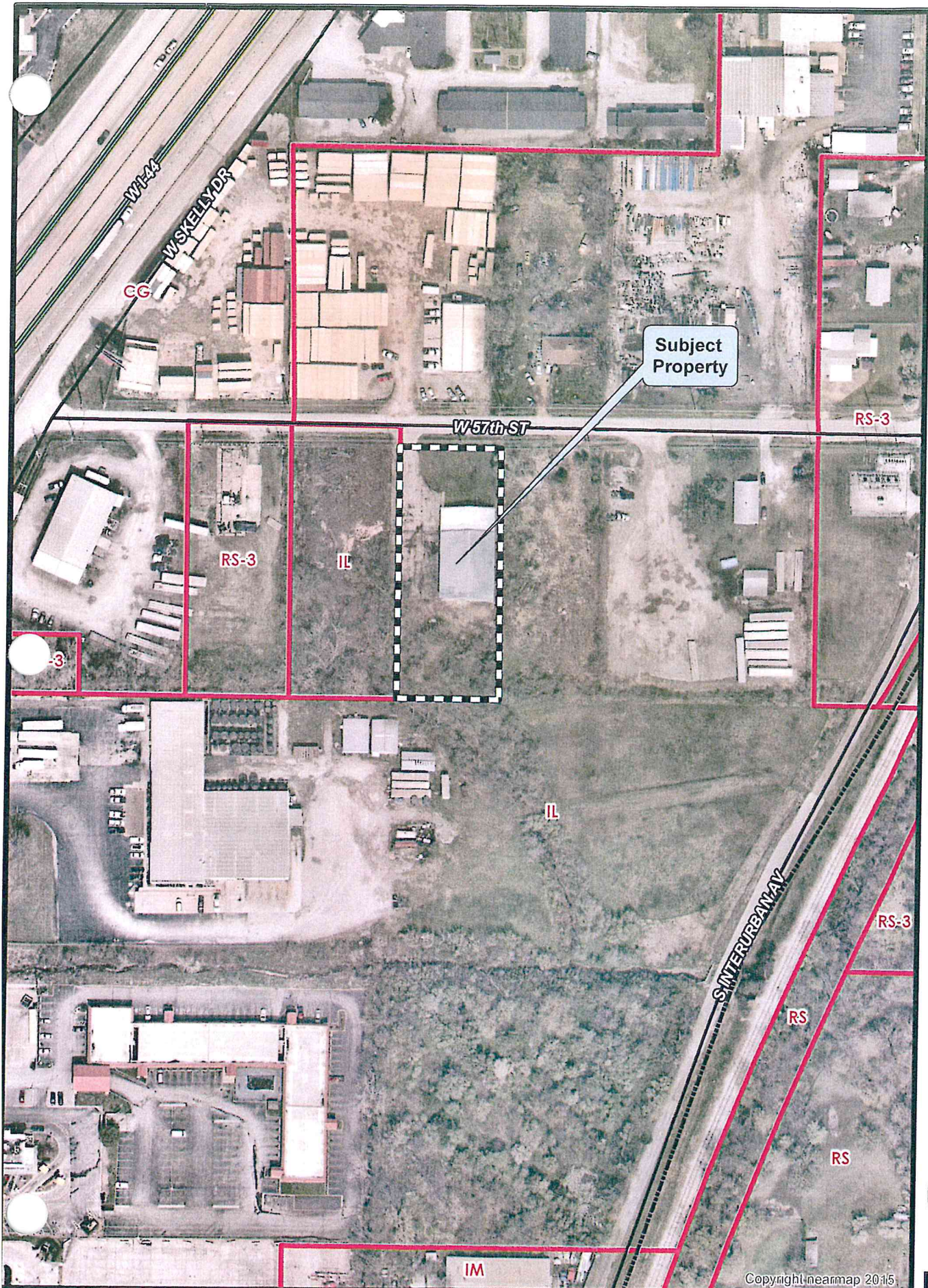
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Legend

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



Copyright: nearmap 2015

Property Description

Property located in Lot 5
West 57th St S

Map Prepared by:
City of Sapulpa
Date: 6/25/2019

SUP-042

Green Country Research
Andrew Davis
Nick Ramirez
4550 W 57th St S
Tulsa, OK 74107

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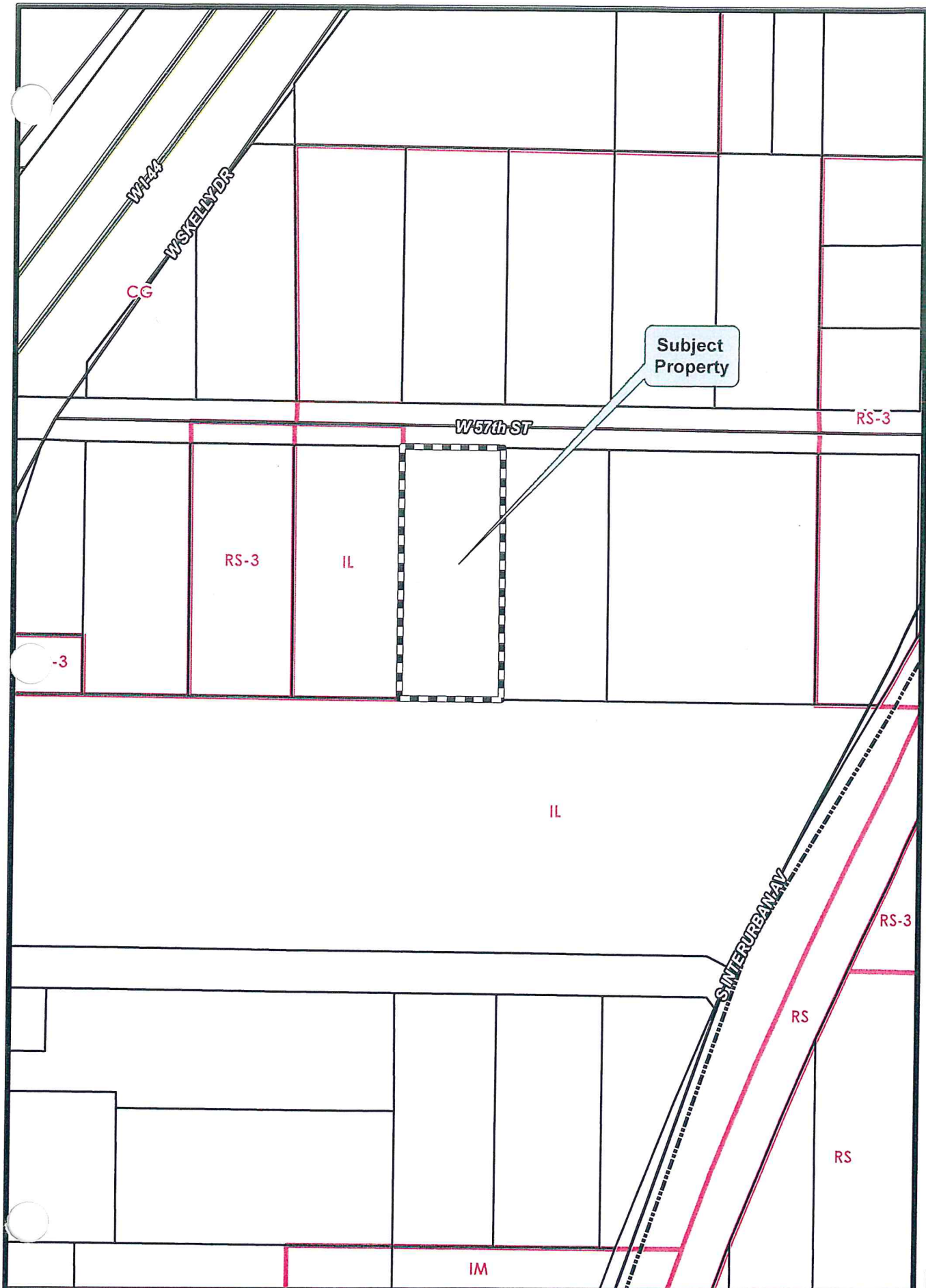
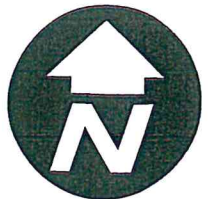
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Legend

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



Property Description

Property located in Lot 5
Block 2. Bozarth Acres

Map Prepared by:
City of Sapulpa
Date: 6/25/2019

9:54 AM Tue, Jun 25

4550 W 57th St



4550 W 57th St

Google

36°04'42"N 96°02'41"W



SUP-042

Green Country Research

Andrew Davis

Nick Ramirez

4550 W 57th St S

Tulsa, OK 74107

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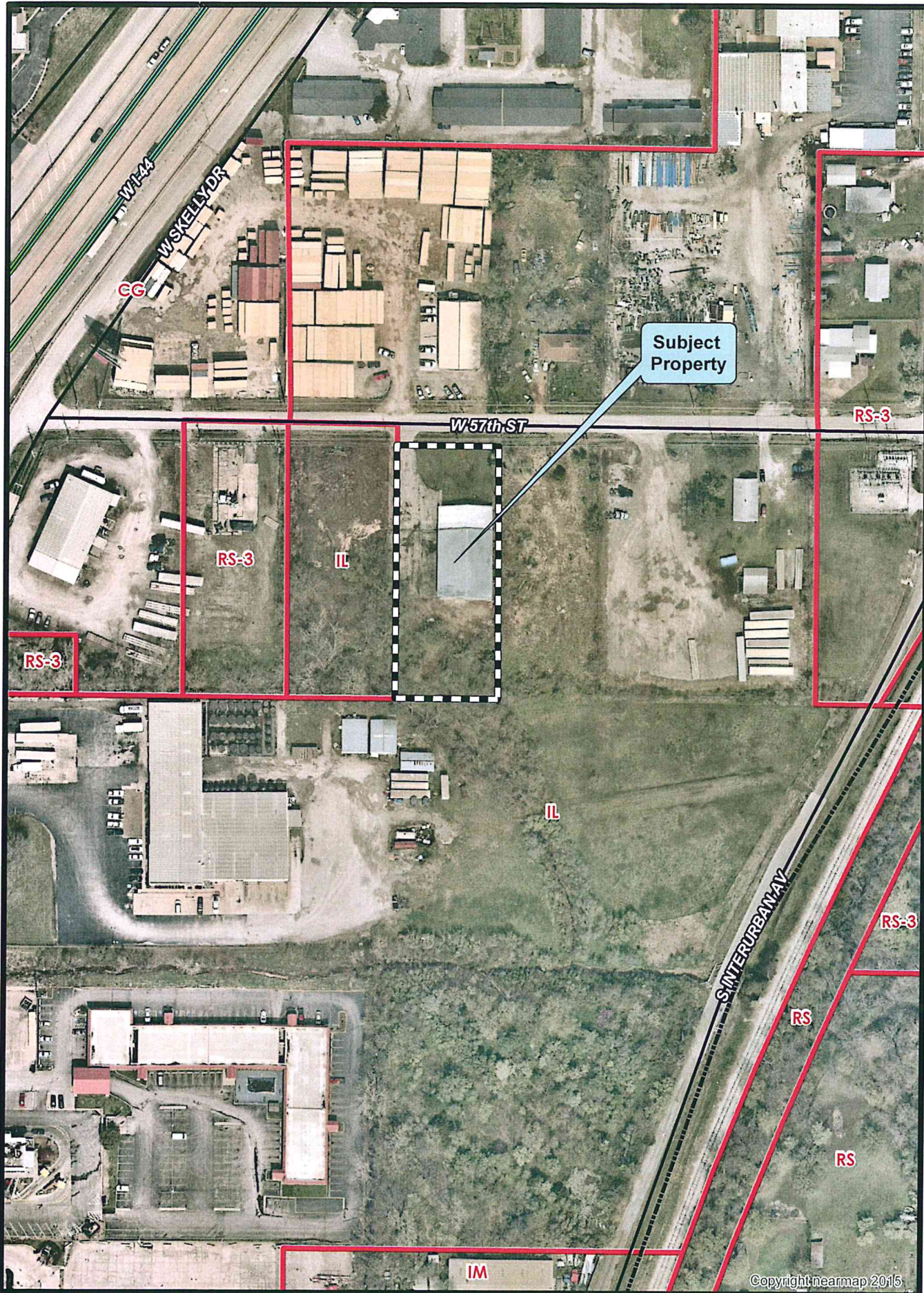
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Legend

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



Copyright nearmap 2015

Property Description

Property located in Lot 5
Block 2, Bozarth Acres
Addition, Sapulpa, Tulsa County,
Oklahoma
E-911: 4550 W 57th St S, Tulsa, OK 74107

0 35 70 140 210 280 Feet
1 in equals 160 feet

Map Prepared by:
City of Sapulpa
Date: 6/25/2019

Source Data:
Creek County Assessors
City of Sapulpa, Incop

9:55 AM Tue Jun 25

< 4550 W 57th St

21%



Google

© 2019 Google

Google

36°04'51"N 96°02'42"W

SUP-042

Green Country Research
Andrew Davis
Nick Ramirez
4550 W 57th St S
Tulsa, OK 74107

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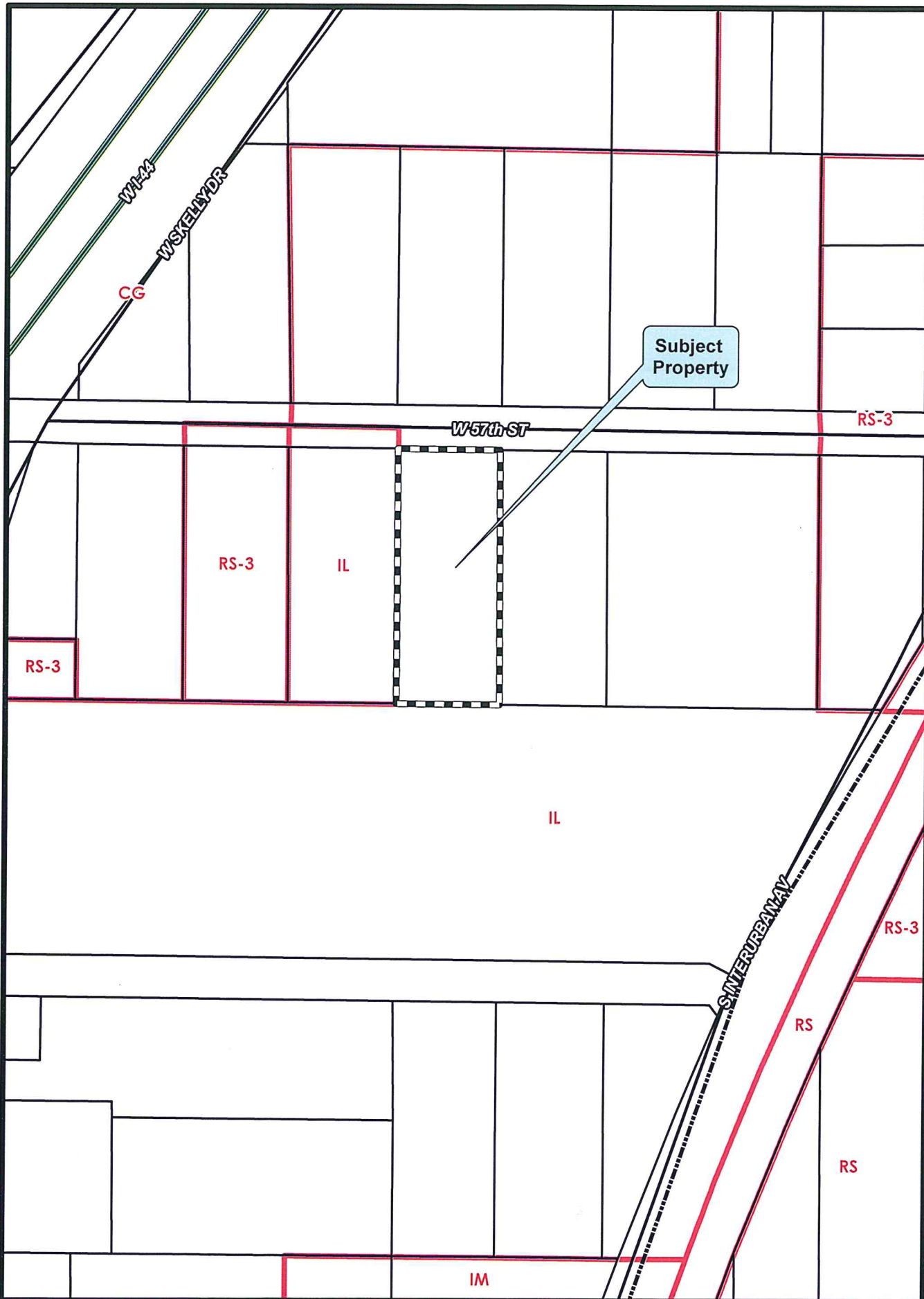
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Legend

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



Property Description

Property located in Lot 5
Block 2, Bozarth Acres
Addition, Sapulpa, Tulsa County,
Oklahoma
F-911- 4550 W 57th St S Tulsa OK 74107



Map Prepared by:
City of Sapulpa
Date: 6/25/2019

Source Data:
Creek County Assessors
City of Sapulpa, Incog

< 4550 W 57th St





4550 W 57th St

4550 W 57th St

paved parking

R 52550-9 2320 S365



Ward #5
Off/comm.

**Sapulpa Metropolitan
Area Planning Commission (SMAPC)
Specific Use Permit Application (SUP)**

.08 m/1 acres

Date Application Submitted _____	For Office Use Received by _____	Complete? Yes or No
Date of Public Hearing _____	Case Number <u>SUP-012</u>	Approved? Yes or No

Applicant: Green Country Research, Inc.
Phone: 918.884.7551

Owner: (if different)** Andrew Davis / Nick Ramirez
Phone: 918.884.7551

Address: 4550 W. 57th St Tulsa, OK 74107
Zoning: IL **S-T-R:** 33-19-12

Lot: 5 **Block:** 2 **Subdivision:**
Bozarth Acres

****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

- 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 Are Planning Commission (SAPAC) 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: .89 acres 2.
Current Use: Unused

3. Frontage Road
(Street): West 57th

4. Identify structures and improvements on the property:

1 story Metal Building - 6,600sqft

Recent PSO Commercial Power Upgrade

5. City Water: X Yes No 6. City Sewer: X Yes No

7. Basin (if applicable):

B. Adjoining Property

to the property lines: No structures to the West or East

Metal Building to the North (170')

Storage Sheds to the South (170')

2. Identify adjacent and surrounding land uses:

Area is Zoned Industrial Light

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:

Commercial Grow for Medical Marijuana

2. Describe any benefits to the adjacent properties or to the City:

Property improvements and value increased.

More security surveillance. Property was previously not being used.
PSD and Cox Internet improved in 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).:

It is Zoned correctly.

Other neighboring business are industrial, close to a major highway. It is a standalone with limited access and covered on three sides of the property.

4. Explain how the proposed Specific Use may affect the road system serving your area:

No known affects

No Public Access, limited deliveries

Use may produce: Limited to no known additional traffic

6. If there are increases in traffic, what traffic control measures are proposed? N/A

7. How could the proposed Special Use be detrimental to properties in the vicinity? Odor Control

8. Explain what measures are proposed to minimize any adverse effects: Our facility will be designed to filter and pressurize our air.

Limiting exhausted air and having it pass through several carbon filter stages.
Ensuring filters are changed regularly.

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 SMAPC meeting.
- The City Council (CC) reviews and discusses the SUP request and the recommendation from the SMAPC. 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

Additional permits will be required prior to construction.

- Unless otherwise indicated, the Sapulpa Metropolitan Area Planning Commission (SMAPC) meets the 4th Tuesday of each month at 7:00 p.m. in the City Council Chambers
- You may contact the Urban Development Department at 918-248-5917

*****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 *Andrew Davis* Date *6/25/19*

=====

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 _____	\$
Total Amount Due	\$
Date Paid	
Check No.	



CERTIFICATE OF COX BUSINESS SECURITY SOLUTIONS SYSTEM

This is to certify that Cox Business installed an alarm system for:

Green Country Research, Inc.

Business Name

4550 W. 57th St

Address

Tulsa

City

OK

State

74107

Zip Code

6/1/19

Install Date

Cox Business provides the following services to this customer:

☒ Intrusion Detection System

With 24/7 professional monitoring using cellular and battery backup, Cox will attempt to contact the appropriate authorities in accordance with our guidelines when an alarm event signal is received from the system.

☒ 24/7 Video Surveillance System

Cox's Surveillance system consists of high-definition day/night cameras and on-premise storage.

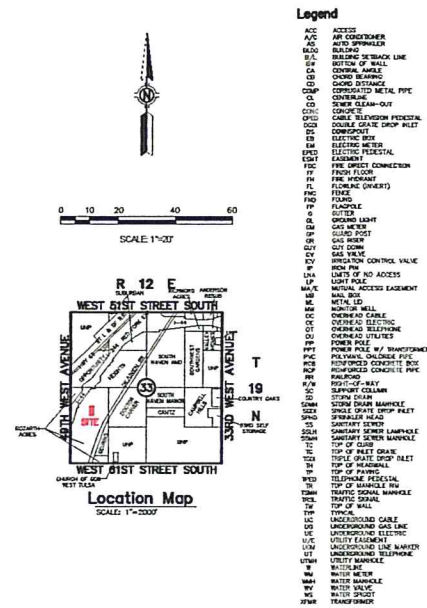
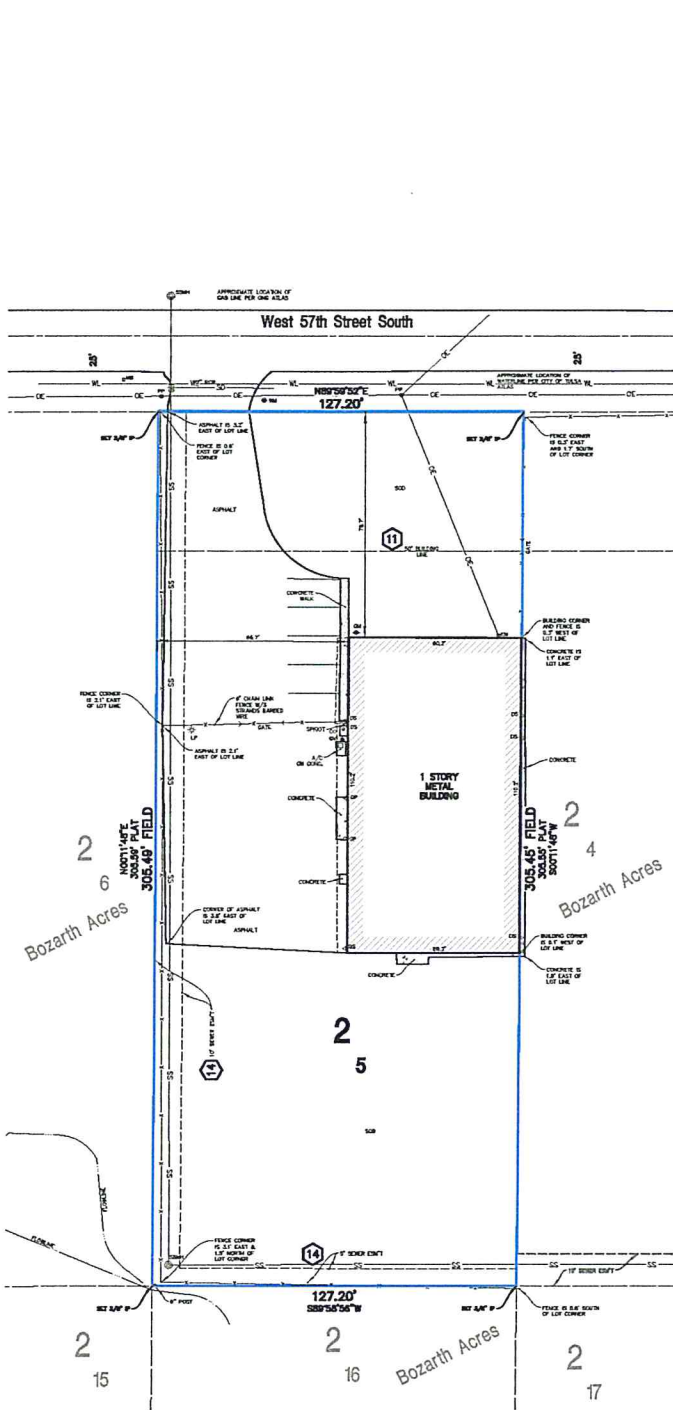
Monitoring Company, UL-certified

C.O.P.S.

1400 Glassboro Rd., F-2, Williamstown, NJ 08094

1-856-629-1111





Schedule B-II Exceptions

- ENTIRE PROPERTY IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND BUILDING SETBACK LINES CONTAINED IN THE CERTIFICATE OF DEDICATION AND AS SHOWN ON PLAT OF BOZARTH ACRES, DATED APRIL 14, 1925, FILED JANUARY 5, 1925 AS DOCUMENT NO. 275548 AND RECORDED IN BOOK 341, PAGE 105, WHICH DOES NOT PROVIDE FOR A FORTUITURE OR REVERSION OF INTEREST, BUT GRANTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAP PERSONS.
- COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE GENERAL WARRANTY DEED IN FAVOR OF BEN H. GLENN AND HEIRMA GLENN, HUSBAND AND WIFE, DATED MAY 28, 1924, FILED JANUARY 5, 1925 AS DOCUMENT NO. 275548 AND RECORDED IN BOOK 341, PAGE 105, WHICH DOES NOT PROVIDE FOR A FORTUITURE OR REVERSION OF INTEREST, BUT GRANTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAP PERSONS. (AFFECTS LOTS 4 AND 5, BLOCK 2 OF SUBJECT PROPERTY, REQUIRES A FRONT BUILDING LINE OF 50 FEET).
- COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE GENERAL WARRANTY DEED IN FAVOR OF LEONARD W. KENNEDY AND GRACE L. KENNEDY, DATED MARCH 14, 1925, FILED AUGUST 13, 1925 AS DOCUMENT NO. 286568 AND RECORDED IN BOOK 374, PAGE 105, WHICH DOES NOT PROVIDE FOR A FORTUITURE OR REVERSION OF INTEREST, BUT GRANTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAP PERSONS. (AFFECTS LOT 5, BLOCK 2 BOZARTH ACRES.)
- TERMS, CONDITIONS AND PROVISIONS OF RIGHT OF WAY AGREEMENT IN FAVOR OF COSSON PIPE LINE COMPANY, DATED OCTOBER 16, 1972, FILED NOVEMBER 9, 1972 AS DOCUMENT NO. 105800 AND RECORDED IN BOOK 228, PAGE 348 IN THE OFFICE OF THE TULSA COUNTY CLERK AND PARTIAL RELEASE OF RIGHT-OF-WAY IN FAVOR OF JIM BOZARTH, DATED JANUARY 30, 1983, FILED JANUARY 31, 1983 AS DOCUMENT NO. 81809 AND RECORDED IN BOOK 2864, PAGE 46, AND ASSIGNMENT AND ASSUMPTION AGREEMENT IN FAVOR OF SUNCOR PARTNERS REAL ESTATE ACQUISITION LLC, DATED NOVEMBER 15, 2011, FILED JULY 2, 2012 AS DOCUMENT NO. 2012035544. (PLANET EASEMENT AFFECTS ENTIRE SUBJECT PROPERTY.)
- TERMS, CONDITIONS AND PROVISIONS OF SENIOR EASEMENT IN FAVOR OF THE CITY OF TULSA, DATED JANUARY 13, 1972, FILED FEBRUARY 3, 1972 AS DOCUMENT NO. 187175 AND RECORDED IN BOOK 162, PAGE 1230 IN THE OFFICE OF THE TULSA COUNTY CLERK. (A 5' EASEMENT ON THE SOUTH AND 10' EASEMENT ON THE WEST OF LOT 5, AFFECTS SUBJECT PROPERTY AS SHOWN HEREON.)
- TERMS, CONDITIONS AND PROVISIONS OF SENIOR EASEMENT IN FAVOR OF TULSA COUNTY UTILITY SERVICES AUTHORITY OR ITS ASSIGNS, DATED SEPTEMBER 28, 1972, FILED OCTOBER 12, 1972 AS DOCUMENT NO. 232568 AND RECORDED IN BOOK 4048, PAGE 1850 IN THE OFFICE OF THE TULSA COUNTY CLERK. (A SENIOR EASEMENT ON THE SOUTH 10' OF LOT 4, BLOCK 2 BOZARTH ACRES.)

Miscellaneous Notes

- ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. CALL "ONE" (1-800-322-6543) BEFORE DIGGING (WE DO NOT CERTIFY TO THE EXISTENCE OR LOCATION OF UNDERGROUND UTILITIES).
- THE PROPERTY DESCRIBED HEREON CONTAINS 3,054.91 SQ. FT. OR 0.6992 ACRES LOT 4, 3,054.91 SQ. FT. OR 0.6992 ACRES LOT 5, AND 3,054.91 SQ. FT. OR 0.6992 ACRES LOT 6, FOR A COMBINED AREA OF 11,567.52 SQ. FT. OR 2.675 ACRES.
- THE BEARING BASE FOR THIS SURVEY IS ASSUMED USING N 89°59'52" E AS THE NORTH LINE OF BLOCK 2.
- THE PROPERTY DESCRIBED HEREON CONTAINS NO MARKED PARKING SPACES ON LOT 4, A TOTAL OF 4 STRIPPED PARKING SPACES NONE OF WHICH ARE DESIGNATED AS HANDICAPPED ON LOT 5, AND NO MARKED PARKING SPACES ON LOT 6.
- THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE TIME OF SURVEY.
- WE HAVE EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA AND INCORPORATED AREAS, MAP NO. 404330333A, MAP REVISION OCTOBER 14, 2012, WHICH SHOWS THE ENTIRE PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE 00 WHICH IS CLASSIFIED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.
- ALL EASEMENTS AND RIGHT OF WAY CONTAINED IN FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE, FILE NO. 201051, WITH AN EFFECTIVE DATE OF NOVEMBER 26, 2010, ARE SHOWN OR NOTED HEREON.

Legal Description

(Commitment)
 LOTS FOUR (4) AND SIX (6), BLOCK TWO (2), BOZARTH ACRES, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.
 AND
 LOT FIVE (5), BLOCK TWO (2), BOZARTH ACRES, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

Legal Description

(This Sheet)
 LOT FIVE (5), BLOCK TWO (2), BOZARTH ACRES, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

ALTA/NSPS Land Title Survey of Lot 5, Block 2 Bozarth Acres City of Sapulpa, Tulsa County, Oklahoma

Surveyor's Certification
 WE, SEBASTIAN WEISZ & ASSOCIATES, INC. DO HEREBY CERTIFY TO:
 JASON JOHNSON AND JONATHAN JOHNSON
 FIDELITY NATIONAL TITLE INSURANCE COMPANY
 FIRST TITLE & ABSTRACT SERVICES, LLC

THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2018 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ASA AND NSPS, AND INCLUDES ITEMS 1, 2, & 15 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON DECEMBER 20, 2018.

THIS PLAT OF SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS, AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 27TH DAY OF DECEMBER, 2018.

SEBASTIAN WEISZ & ASSOCIATES, INC.

BY: *[Signature]*
 DEAN ROBINSON
 PROFESSIONAL LAND SURVEYOR
 OKLAHOMA REG. 11408
 EMAIL: drobinson@sew-assoc.com



 (www.sr-land.com)		Sisemore Weisz & Associates, Inc. 89 EAST 20th PLACE TULSA, OKLAHOMA 74101 CA TEL 243		PHONE: 918 655-0000 FAX: 918 655-0958 EXP. DATE: 5/30/19	
FILED	1012.3300	SURVEY BY:	CM	DATE:	12/27/18
ORDER:	10247	DRAWN BY:	LM	SCALE:	1"=30'
BOOK:		CHECKED BY:	SAC	SHEET:	2 OF 3

CERTIFICATE OF COX BUSINESS SECURITY SOLUTIONS SYSTEM

This is to certify that Cox Business installed an alarm system for:

Green Country Research, Inc.
Business Name

4550 W. 57th St
Address

Tulsa OK 74107
City State Zip Code

6/1/19
Install Date

Cox Business provides the following services to this customer:

☒ **Intrusion Detection System**

With 24/7 professional monitoring using cellular and battery backup, Cox will attempt to contact the appropriate authorities in accordance with our guidelines when an alarm event signal is received from the system.

Monitoring Company, UL-certified
C.O.P.S.
1400 Glassboro Rd., F-2, Williamstown, NJ 08094
1-856-629-1111

☒ **24/7 Video Surveillance System**

Cox's Surveillance system consists of high-definition day/night cameras and on-premise storage.



1-877-404-2568 coxbusiness.com/securitysolutions

Cox Business • 6205-B Peachtree Dunwoody Road, Atlanta, GA 30328



AGENDA ITEM

Community Development 9.D.

City Council Regular

Meeting Date: August 5, 2019

Submitted By: Nikki Howard, Urban Development Director

Department: Planning & Development

Presented By: Nikki Howard

SUBJECT:

Discussion and possible action regarding the application by Amwar Hussein, for a Specific Use Permit, SUP-036, to allow Commercial Medicinal Marijuana Dispensary located at 2 South Independence Street, Sapulpa, Oklahoma.

BACKGROUND:

The subject property is located at the Southwest corner of State Highway 66 (West Dewey Avenue) and South Independence Street. It appears that the building will meet the Corridor Design Criteria. The property has a CG (Commercial General) zoning designation. The surrounding area is a mix of Commercial and Residential uses.

The applicant owns/operates the convenience store directly to the East. That particular property has compliance issues with regard to "U-Haul" trucks and equipment parking on grass and gravel and blocking the water meter. Adjacent to the Convenience store to the East is "Leaps and Bounds" Day Care. South and West is the now vacant OK Motel beyond the vacant motel are residential uses.

RECOMMENDATION:

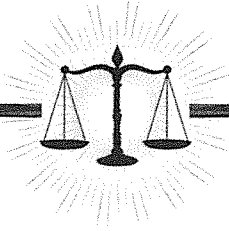
The Sapulpa Metropolitan Area Planning Commission met on June 25, 2019, and contrary to staff recommendation of approval with conditions, voted to recommend denial to City Council. The Planning Commission rational for denial included proximity to daycare and the DHS building, and concerns regarding crime at the convenience store to the East. The applicant is appealing the recommendation of denial to the City Council.

Attachments

Appeal letter

SMAPC staff report

Maps and submittals



July 31, 2019

Via Hand Delivery

Mrs. Nikki Howard
Urban Development
CITY OF SAPULPA
425 East Dewey
Sapulpa, OK 74066

Re: SUP #36 - Amended Appeal

Dear Nikki:

Accompanying this correspondence is the written appeal of my client Cannabic Center LLC which is offered as an amendment to the timely filed written appeal previously submitted. Please replace the original appeal with the amended version prior to distribution.

Thank you for your cooperation in this regard.

With kind regards,

A handwritten signature in black ink, appearing to read 'Sean P. Downes', with a long, sweeping horizontal line extending to the right.

Sean P. Downes

Enclosure
SPD:mm

DOWNES LAW OFFICE

5 SOUTH MAIN • SAPULPA, OKLAHOMA 74066

T: 918.224.0090 • F: 918.224.0092



July 31, 2019

City of Sapulpa
425 East Dewey Ave
Sapulpa OK 74066

RE: Cannabis Center LLC - Special Use Permit Appeal (Amended)
SUP #36

Dear City Council:

This letter serves as formal notice that Cannabis Center LLC ("Cannabis Center") appeals the decision of the Sapulpa Metropolitan Area Planning Commission ("SMAPC") to deny, without a stated justification, its special use permit application to operate a Medical Marijuana Dispensary in the City of Sapulpa at 2 S. Independence St. Suite 100. Pursuant to section 1804(D) Cannabis Center has a right to a review by the City Council of the denial by the SMAPC.

Having already received the appropriate license from the State of Oklahoma, an approval from the Oklahoma Medical Marijuana Authority and the Oklahoma State Bureau of Narcotics and Dangerous Drugs Control and having been issued an Oklahoma State Sales Tax Permit the denial by the SMAPC was unexpected and disappointing.

Medical Marijuana Dispensaries became legally recognized businesses in the State of Oklahoma upon passage of State Question 788. State Question 788 states in part "No city or local municipality may unduly change or restrict zoning laws to prevent the opening of a retail marijuana establishment." In application, the language of 788 directs that cities are not to deny applicants who, like Cannabis Center, have met the State's criteria absent some legally cognizable and compelling interest to the contrary.

Pursuant to section 1800 "Specific Use Permit application[s] shall be valued as to its probable effect on the adjacent property and community welfare." It is the belief of Cannabis Center that they will be of value to the adjacent property and the community as a whole. Numerous studies as well as law enforcement data have shown that cities and municipalities with Marijuana Dispensaries have a reduction in some

DOWNES LAW OFFICE

5 SOUTH MAIN • SAPULPA, OKLAHOMA 74066

T: 918.224.0090 • F: 918.224.0092

types of crime. In fact, arrests and court filings related to marijuana possession, cultivation, and distribution drop significantly after legalization. As Liberty Vittert, Visiting Assistant Professor in Statistics at Washington University in St. Louis explains, “There is really no doubt that states which allow medical marijuana show absolutely no increase in their violent and non-violent crime statistics. In fact, crime might actually decrease.” In terms of arrest rates, an October 2018 report from the Colorado Division of Criminal Justice revealed that the number of cannabis arrests dropped by half during the five-year period after legalization from 2012 (12,709 arrests) to 2017 (6,153 arrests). Cannabis possession arrests decreased by more than half during the same time period from 2012 (11,361 arrests) to 2017 (5,154 arrests). A separate report from the Drug Policy Alliance, *From Prohibition to Progress: A Status Report on Marijuana Legalization*, found that crime dropped in each state after Dispensaries were opened in a variety of ways:

Washington State: The number of low-level marijuana court filings dropped by 98% between 2011 and 2015 (marijuana was legalized in 2012).

Colorado: The number of marijuana-related court filings declined by 81% between 2012 and 2015 (marijuana was legalized in 2012).

Washington, D.C.: The number of marijuana arrests decreased by 76% from 2013 to 2016, and possession arrests fell by nearly 99% (marijuana was legalized in 2014).

Oregon: The number of marijuana arrests dropped by 96% from 2013 to 2016 (marijuana was legalized in 2014).

Alaska: The number of marijuana arrests for possession and sales/manufacturing decreased by 93% from 2013 to 2015 (marijuana was legalized in 2014).

In addition, a 2017 report, *Going to Pot? The Impact of Dispensary Closures on Crime*, found that marijuana Dispensaries provide more than \$30,000 per year in social benefits to communities based solely on the reduction in larcenies.

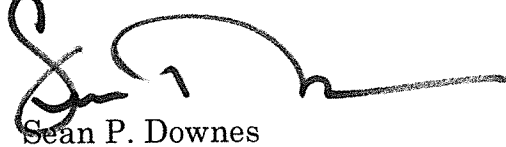
Marijuana dispensaries are linked to lower rates of opioid-related overdoses, death, and harm, which could significantly improve public health during the current “opioid epidemic” environment. Opioid overdose death rates are almost 25% lower in areas with medical marijuana dispensaries. Furthermore, areas with medical marijuana have seen a 23% reduction in opioid dependence or abuse-related hospitalizations and a 15% decrease in opioid treatment admissions.

The Drug Policy Alliance references a separate analysis that found after medical marijuana dispensaries opened in Colorado opioid overdose deaths declined by 0.7 deaths per month. For decades, the number of opioid overdose deaths in Colorado each year had been rising, but in 2014 the upward trend started to decline. A 2017 study by the National U.S. Substance Abuse Mental Health Services Administration reported that cannabis use in teens declined in most jurisdictions where medical

marijuana dispensaries were opened and able to be regulated. This included Oregon, Washington State, Washington, DC, and Colorado – where the teen use rate of marijuana had dropped to its lowest level in nearly 10 years.

Cannabis Center is in full compliance with State law and will be of immense benefit to the City of Sapulpa. For these reasons and more Cannabis Center LLC requests that its application for a special use permit be granted by the City Council.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Sean P. Downes', with a long horizontal flourish extending to the right.

Sean P. Downes

SPD/cim



SAPULPA METROPOLITAN PLANNING COMMISSION (SMAPC)
June 25, 2019
STAFF REPORT

FILE: SUP-036 | Specific Use Permit

APPLICANT: Anwar Hussein

ADDRESS: 2 South Independence Street, Ste 100 and 200

PARCEL: 1065-00-010-000-0-010-0

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

LEGAL: Beginning at a point 12.5 feet South of the Northeast corner, Lot One (1), Block Ten (10), Business Men's Addition, Creek County, State of Oklahoma, according to the recorded plat thereof; Thence S87°25'W 52.55 feet; Thence South 125.13 feet; Thence East 52.5 feet; thence North 127.5 feet to the Point of Beginning.

LOT SIZE: 6700 square feet more or less

ZONING: CG – Commercial General

EXISTING USE: Vacant Building

OWNER: Marianne Hoover Living Trust

CC WARD: Ward #5 Mr. John Anderson and Ms. Carla Gunn

PREPARED BY: Nikki Howard – Urban Development Director

REQUEST:

The applicant requests a Specific Use Permit to allow a Retail Medicinal Marijuana Dispensary in the CG (Commercial General).

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:

A medical marijuana dispensary license allows a business to legally sell medical marijuana and medical marijuana products. Licensed dispensaries can only sell to patient license holders, caregiver license holders, research license holders, and the parent or legal guardian named on a minor patient's license. Dispensaries engaging in unlawful sales may be fined, or their licenses may be revoked. Licensed dispensaries must comply with Title 63 O.S. § 420A *et seq.* and the Oklahoma Administrative Code (OAC) 310:681.

The subject property is located at the Southwest corner of State Highway 66 (West Dewey Avenue) and South Independence Street. It appears that the building will meet the Corridor Design Criteria. The property has a CG (Commercial General) zoning designation. The surrounding area is a mix of Commercial and Residential uses.

The applicant owns/operates the convenience store directly to the East. That particular property has compliance issues with regards to "U-Haul" trucks and equipment parking on grass and gravel. Adjacent to the Convenience store to the East is "Leaps and Bounds" Day Care. South and West of the vacant OK Motel are residential uses.

SURROUNDING LAND USE AND ZONING:

North:	State Highway 66/Fitness Center
East:	CG Convenience Store
South:	CG Vacant "Ok Motel"
West:	CG Vacant "Ok Motel"

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

Comprehensive Plan: The subject property is designated Office/Commercial 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.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Now on this 25th day of June, 2019, the Sapulpa Metropolitan Area Planning Commission, having considered the above Specific Use Permit request, finds and concludes as follows:

1. PROBABLE EFFECT OF THE PROPERTY ON THE ADJACENT PROPERTY:

Planning Commission finds the proposed use (minimal/substantial) effect on the adjacent property. **Staff recommends** that the proposed use will have minimal effect to the adjacent property. Per the applicant, they are expecting to increase the traffic count by no more than 30 cars per day.

2. COMMUNITY WELFARE AS AFFECTED BY THE PROJECT:

The Planning Commission finds that the proposed use (will/will not) adversely affect the community welfare. **Staff recommends** the proposed use will not adversely affect community welfare. The applicants will have all security measures in place per state statute prior to opening. They are approved for all licenses required by the State of Oklahoma.

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. **Staff recommends** the proposed use will not have an adverse effect on public facilities due to the low traffic count and no parks in the immediate area.

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

- 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:
 - Security surveillance cameras installed to monitor all entrances, along with the interior and exterior of the permitted premises;
 - Alarm systems which are professionally monitored and operated 24 hours a day, seven days a week;
 - A locking safe permanently affixed to the permitted premises that shall store all marijuana and cash remaining in the facility overnight;
 - All marijuana in whatever form stored at the permitted premises shall be kept in a secure manner and shall not be visible from outside the permitted premises, nor shall it be grown, processed, exchanged, displayed or dispensed outside of the permitted premises;

- All security recordings shall be preserved for at least seven (7) days by the permit holder and made available to any law enforcement officer upon request for inspection
 - c. Operating hours 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.
5. All procedural requirements of 11 O.S. 43-113 have been met and SUP-036 is hereby approved for the reasons set forth above, and these findings and conclusions have been recommended for approval in an open meeting dated this 25th day of June, 2019.

STAFF RECOMMENDATION:

Recommended motion for SMAPC:

Staff is recommending **APPROVAL** of the application as set forth in the above “Findings of Fact and Conclusion of Law.
(Separate vote on 1-5)

ATTACHMENTS:

1. Vicinity & Zoning Maps
2. Site photos
3. Site plan

SUP-036

Anwar Hossain
2 S Independence St
Suite 100
Sapulpa, OK 74066

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 in particular, its accuracy in labeling or displaying lot size or property boundaries, or placement or location of any map features thereon.

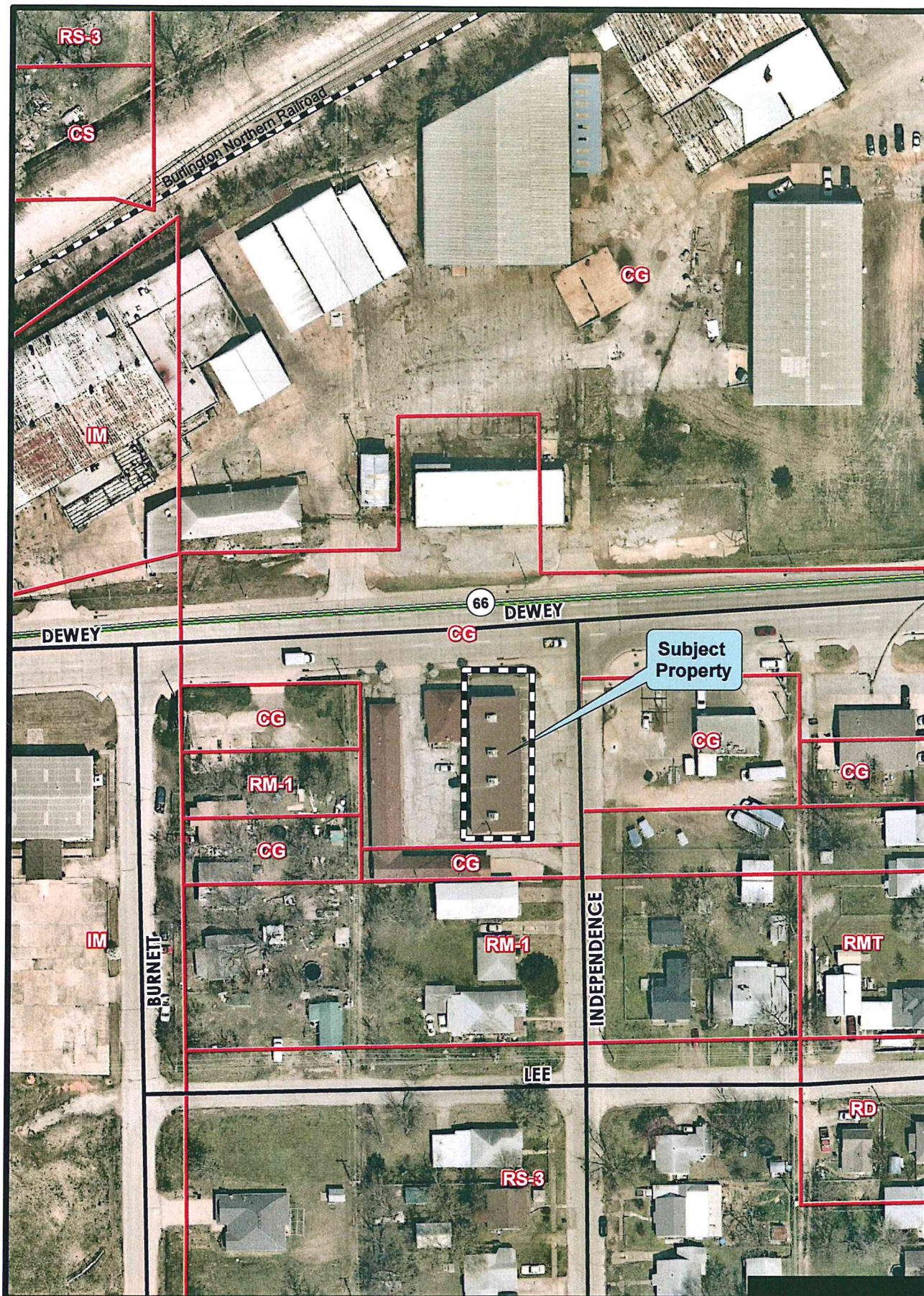
THE CITY OF SAPULPA MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESSED OR IMPLIED, WITH RESPECT TO THESE MAP PRODUCTS OR THE UNDERLYING DATA.

Any users of these map products, map applications, or data, accepts same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold the City harmless from and against all damages, loss, or liability arising from any use of this map product, in consideration of the City's having made this information available.

Independent verification of all data contained herein should be obtained by any user of these map products, or the underlying data. The City disclaims, and shall not be held liable for, any and all damage, loss, or liability, whether direct, indirect, or consequential, which arises or may arise from these map products or the use thereof by any person or entity.

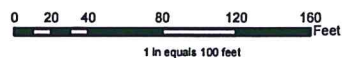
Legend

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






Property Description

Portions of Lots 1 thru 3, Block 10,
Business Men's Addn, City of Sapulpa
AKA: 2 S Independence St,
Suite 100, Sapulpa, Creek County, Oklahoma



Legend

-  500 Yr Flood Zone
-  100 Yr Flood Zone (AE)
-  100 Yr Flood Zone (A)

Map Prepared by:
City of Sapulpa
Date: 5/10/2019

Source Data:
Creek County Assessors
City of Sapulpa, Incog



SUP-036

Anwar Hossain
2 S Independence St
Suite 100
Sapulpa, OK 74066

CITY OF SAPULPA MAP PRODUCTS

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The City makes no representation or warranty as to its accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying lot size of property boundaries, or placement or location of any map features thereon.

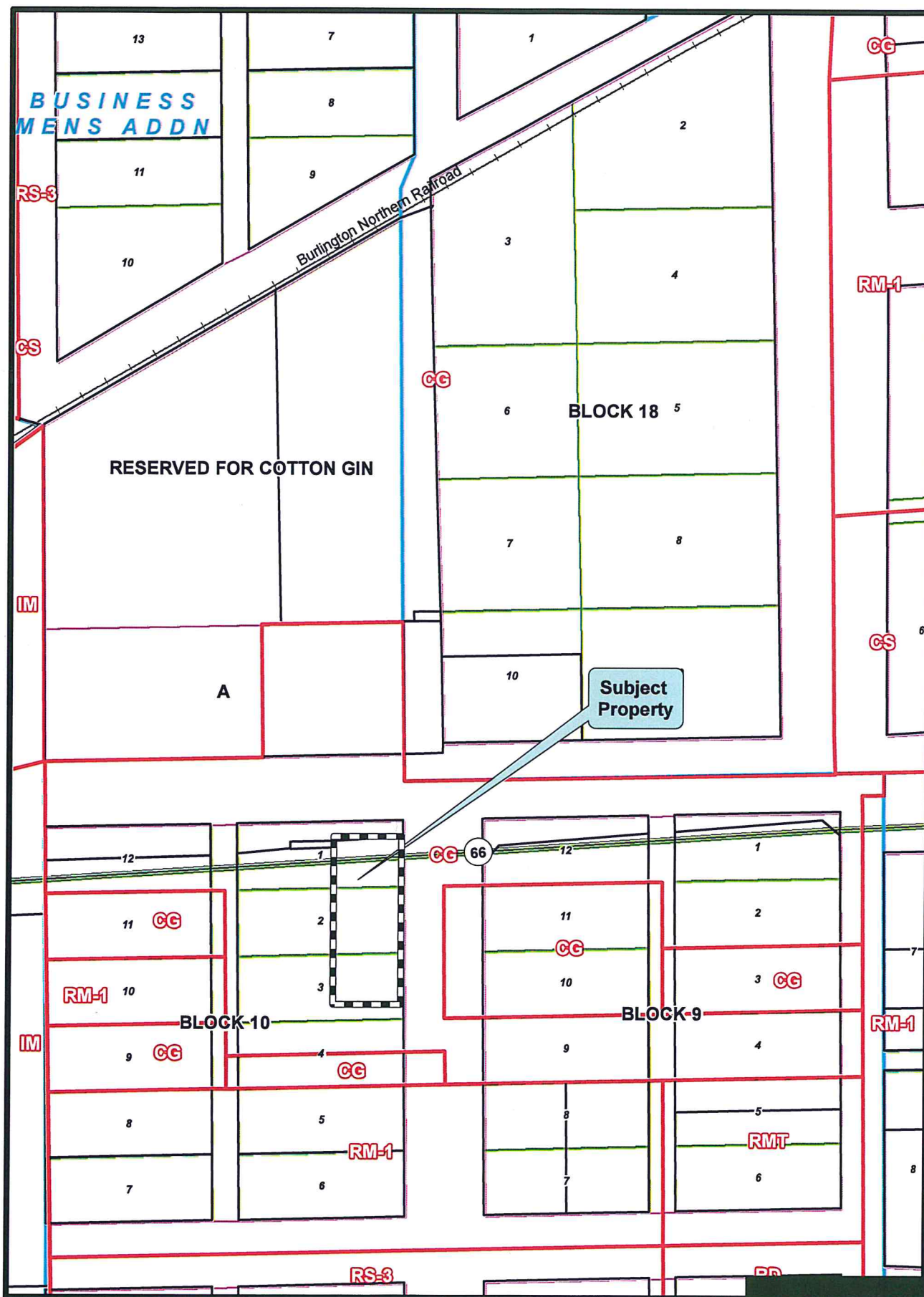
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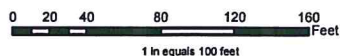
Legend

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



Property Description

Portions of Lots 1 thru 3, Block 10,
Business Men's Addn, City of Sapulpa
AKA: 2 S Independence St,
Suite 100, Sapulpa, Creek County, Oklahoma



Legend

- 500 Yr Flood Zone
- 100 Yr Flood Zone (AE)
- 100 Yr Flood Zone (A)

Map Prepared by:
City of Sapulpa
Date: 5/10/2019

Source Data:
Creek County Assessors
City of Sapulpa, Incog



17th or May

1005-010-010
Ward #2
Flum Blue
Oflood

Sapulpa Metropolitan Area Planning Commission (SAPAC)

Specific Use Permit Application (SUP)

For Office Use

Date Application Submitted 5-2-19 Received by Nett Complete? Yes or No Yes *#Waiting for radius report*
Date of Public Hearing 6-25-19 Case Number SUP-036 Approved? Yes or No No *PEC: denial @ PEC*

Applicant: Anwar Hossain Phone: (918)-576-3055 *Call w/ fees*

Owner: (if different**) Doyal Hoover Phone: (918)-637-1867

Address: 2 S Independence St Suite 100 Zoning: CG S-T-R: ---

Lot: 1-3 Block: 10 Subdivision: Business Men's Addn

**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.
- **Wilson**
Filed **Deed of** ownership with the Book & Page stamp from the County Clerk
Hoover File, get from county clerk, \$20
- A **signed and sealed** 300' property ownership list from a Certified Abstract company (3 sets of labels)
Need filed deed, \$300
- Any additional information required by staff to aid the Sapulpa Are Planning Commission (SAPAC) 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: 11600 sq ft
2. Current Use: medical marijuana dispensary
3. Frontage Road (Street): 2 S Independence St ; Independence St
Suite 100

=====

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 SMAPC meeting.
- The City Council (CC) reviews and discusses the SUP request and the recommendation from the SMAPC. 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 Metropolitan Area Planning Commission (SMAPC) meets the 4th Tuesday of each month at 7:00 p.m. in the City Council Chambers
- You may contact the Urban Development Department at 918-248-5917

*****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

4/24/19

Date

=====

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*

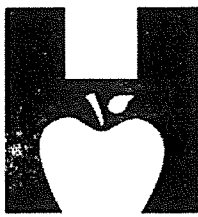
*Sapulpa Legal News will bill the applicant directly

For Office Use

Application Fees	Totals
Base Application Fee	\$170.00
Notice Preparation	\$30.00
Property Owners Mailing & Postage \$6.** x <u>27</u>	\$ <u>183.60</u>
Total Amount Due	\$ <u>383.60</u>
Date Paid	
Check No.	







**Protective
Health Services**
**Oklahoma State
Department of Health**

Oklahoma State Department of Health
Consumer Health Service
Mail: PO Box 268815, Oklahoma City, OK 73126-8815
Physical: 1000 NE 10th Street, Oklahoma City, OK 73117
Telephone: (405) 271-5243 | Fax: (405) 271-5286
Website: <http://chs.health.ok.gov>

APPLICATION FOR FOOD, DRUG OR LODGING ESTABLISHMENT LICENSE

Fee (check or money order) payable to OSDH must accompany form to above address. **Do not mail cash.** Non-receipt of this application at OSDH **within four (4) business days** of below date may result in legal action to close the establishment.

Establishment Type: ☒ Food ☐ Drug ☐ Lodging Application Type: ☒ New ☐ Renewal

ESTABLISHMENT INFORMATION

Name: Cannabis Center LLC License #: _____
Street Address: 23 Independence St Suite 100
City: Sapulpa State: OK Zip: 74066 County: Creek
Phone: _____ Fax: _____

APPLICANT INFORMATION

Type: ☒ Individual ☐ Corporate Name: Amir Hussain
Service Agent Name (Corporate only): _____
Mailing Address (if different from above): 118 W 2nd Ave
City: Sapulpa State: OK Zip: 74066
Phone: 918 526 3055 E-Mail: Cannabiscenter@ok@gmail.com
Signature: [Signature]

CONSTRUCTION INFORMATION

Type: ☐ New ☐ Remodel ☒ Conversion ☐ Existing ☐ Change of Ownership Sewage: ☒ City ☐ On-Site
Water: ☒ City ☐ RWD ☐ Well PWS Name or ID: _____

FACILITY/FEE INFORMATION

RISK	TYPE	CLASS	DESCRIPTION	NEW	RENEWAL
	45	B	Bar	\$425	\$335
	45	C	Retail Combination	\$425	\$335
	45	E1	Non-Profit	\$175	\$125
	45	E2	State-Owned Prisons	\$175	\$125
	45	E3	Schools & Health Facilities	\$175	\$125
	45	E4	Charitable or Religious	\$0	\$0
	45	F	Food Service	\$425	\$335
	45	G	Food Service with Bar	\$425	\$335
	45	M	Mobile	\$425	\$335
42	45	R	Retail Food	\$425	\$335
	45	S	Seasonal - 180 Days	\$250	\$250*
	45	P	Food Manufacturing	\$425	\$335
	45	W	Food Wholesale	\$425	\$335
	45	X	Privately-Owned Prisons	\$425	\$335
	45	Y	Food Salvagers	\$425	\$335
	45	Z	Bottled Water Plants	\$425	\$335
	48	M	Drug Mfg. (over the counter)	\$375	\$325
	48	W	Drug Warehouse	\$375	\$325
	51	A	Lodging (4-20 rooms)	\$300	\$225
	51	B	Lodging (21-99 rooms)	\$350	\$275
	51	C	Lodging (100+ rooms)	\$400	\$325

*Reinstatement

RPS INFORMATION

Name (print): Robert Talley
Registration #: 1511
Signature: [Signature]
Inspection Date: 11-2-15

Copy of Rules Received:

☐ OAC 310:225 (Bottled Water) ☐ OAC 310:240 (Drugs)
☐ OAC 310:257 (Food) ☐ OAC 310:260 (GMP)
☐ OAC 310:285 (Lodging)

Affidavit of Lawful Presence Signed? ☐ Yes ☐ No ☐ N/A

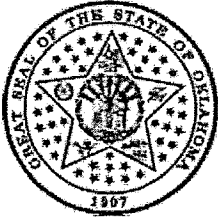
BELOW FOR OSDH USE ONLY:

Date Form Received by OSDH: _____
OSDH Finance Receipt #: _____
Date License Issued: _____

White Copy: Goes to OSDH Central Office with Fee

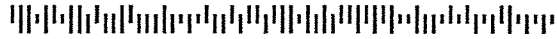
Yellow Copy: Remains with Applicant

Pink Copy: Goes to County Health Department



Oklahoma Tax Commission

www.tax.ok.gov



CANNABIS CENTER LLC
420 W DEWEY AVE UNIT 100
SAPULPA OK 74066-3940

Date Issued: May 2, 2019
Letter ID: L2137931648
Taxpayer ID: **-***4755

TRO

Licenses/Permits at this Location

SALES TAX PERMIT

Medical Marijuana Dispensary

County CREEK COUNTY

Holders of an Oklahoma Sales Tax Permit will find notice of penalties for violation of the Oklahoma Sales Tax code at www.tax.ok.gov

If the sales tax permit at this location becomes invalid then all associated permits will become invalid. If the business changes location or ownership or is discontinued for any reason, this permit must be returned to the Oklahoma Tax Commission for cancellation WITH AN EXPLANATION ON THE REVERSE SIDE.

Sales Account ID

STS-15336009-04

Site Permit Number

1196269568

Business Location	Industry Code	City Code	Site Effective	Expires
CANNABIS CENTER LLC 2 S INDEPENDENCE ST STE 100 SAPULPA OK 74066-4000	453998	1931	April 25, 2019	April 25, 2022

PLEASE POST IN CONSPICUOUS PLACE

Steve Burrage, Chairman
Clark Jolley, Vice-Chairman
Charles T. Prater, Secretary Member

Non-Transferable

This permit is a probationary permit for the first six (6) months after the permits issuance. After the probationary period has passed, this permit will be valid for an additional thirty (30) months unless you are notified of the Commissions refusal to extend the permit. You may not use the permit during the probationary period to obtain a commercial license plate for your motor vehicle.

The probationary permit will not automatically be renewed if (1) factual inaccuracies are included in the application, (2) you or any of the partners, officers or members of the entity holding the probationary permit are delinquent in the filing of tax returns and/or payment of taxes, or (3) you have purchased the business or stock of goods/assets from a business who has a tax liability.

State of Oklahoma

License Certificate

NON - TRANSFERABLE

COMMERCIAL DISPENSARY LICENSE

HEREBY GRANTED TO

CANNABIS CENTER LLC

2 S INDEPENDENCE ST STE 100, SAPULPA, OK, 74066

THE LICENSE IS ISSUED BY THE OKLAHOMA STATE DEPARTMENT OF HEALTH, OKLAHOMA MEDICAL MARIJUANA AUTHORITY TO CERTIFY THE ABOVE HAS FULFILLED THE REQUIREMENTS OF TITLE 63 O.S. § 420A ET SEQ. AND THE OKLAHOMA ADMINISTRATIVE CODE AT TITLE 310 CHAPTER 681. THE LICENSE IS SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREFOR, AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW AND RULE. LICENSEE SHALL OBSERVE AND COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES, RULES AND REGULATIONS OF THE STATE OF OKLAHOMA.

03/14/2020

LICENSE NUMBER:

DAAA-E17Q-9K6L



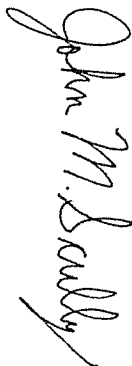
TRANSPORTATION LICENSE ONLY

Tom Bates
TOM BATES, J.D.
Interim Commissioner
Oklahoma State Department of Health

This is to certify that

Oklahoma State Bureau of Narcotics and Dangerous Drugs Control

CANNABIS CENTER LLC
2 S INDEPENDENCE ST
SAPULPA, OK 74066-0000



John M. Scully, Director
EXPIRES OCTOBER 31, 2019

Certificate of Registration must be readily retrievable at all times.

64317 OBN CERTIFICATE OF REGISTRATION NO.

is (duly registered with the Oklahoma State Bureau of
Narcotics and Dangerous Drugs Control and is
(hereby) authorized to legally handle

Schedule(s) ¹
pursuant to O.S. § 2-302. (This registration is not
transferable on change of ownership or business
activity.) Date Issued: 04/09/2019

The Oklahoma Bureau of Narcotics will not be mailing this certificate to you.



AGENDA ITEM

Administration 10.A.

City Council Regular

Meeting Date: August 5, 2019

Submitted For: Steve Hardt, Public Works Director

Submitted By: Mikaila Stepp, Administrative Assistant

Department: Public Works

Presented By: Steve Hardt

SUBJECT:

Discussion and possible action regarding Change Order #2, to the contract with D. C. Bass & Sons Construction Co. for construction of the Sapulpa Animal Shelter in the additive amount of \$4,564.70.

BACKGROUND:

Change Order #2 adds \$4,564.70 to the original contract sum of \$991,501.90, making the total contract sum in the amount of \$997,917.62 for the construction of the animal shelter.

RECOMMENDATION:

Staff recommends approval.

Fiscal Impact

Amount: \$4,564.70

To be paid from: G O Bond Construction Fund

Account number: 83-577-405B

Attachments

Change Order #2 DC Bass

CHANGE
ORDER

AIA DOCUMENT G701

Distribution to:
OWNER
ARCHITECT
CONTRACTOR
OTHER

City of Sapulpa
BKL
DC Bass Construction

PROJECT: City of Sapulpa - Animal Shelter
(name, address) 8812 W 100th Street
Sapulpa OK 74066

TO (Contractor): DC Bass & Sons Construction Co.
an Oklahoma Corporation
205 East Hobson
Sapulpa OK 74066

CHANGE ORDER #: Two (2)
INITIATION DATE: 7/19/2019
PROJECT NO: 4451
CONTRACT FOR: Animal Shelter
CONTRACT DATE: 2/1/2016

You are directed to make the following changes to this Contract: The following changes have already been previously approved and this Change Order #2 serves as a formality to the Contract.

- | | |
|--|----------|
| 1. Replace a section of bad piping per PR #36 dated 6/17/19. | 593.69 |
| 2. Temporary utilities per PR #37 dated 7/19/19. | 301.02 |
| 3. Furnish and install 11 pcs of break metal to top of wall in feline room per BKL request and PR #38 dated 7/19/19. | 262.26 |
| 4. Furnish and install mesh panels with bronze matte powder coating at monument sign addition per PR #39 dated 7/19/19. | 2,116.63 |
| 5. Original sink specified by Engineer for Clinic Room 102 would not fit in the existing metal cabinets to be used. Had to special order a sink to fit the space per PR #40 dated 7/19/19. | 1,291.10 |

Total for this Change Order #2

4,564.70

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum on Amendment No 1 was	991,501.90
Net change by previously authorized Change Orders	1,851.02
The Contract Sum prior to this Change Order was	993,352.92
The Contract Sum will be increased by this Change Order	4,564.70
The new Contract Sum including this Change Order will be	997,917.62
The Date of Substantial Completion as of this date of this Change Order therefore is:	5/31/2019

Architect:

Contractor:

Authorized:

BKL
ARCHITECT

DC Bass & Sons Construction Co.
CONTRACTOR

City of Sapulpa
OWNER

1623 E 6th Street
Tulsa OK 74120
ADDRESS

205 East Hobson
Sapulpa OK 74066
ADDRESS

425 E Dewey
Sapulpa OK 74066
ADDRESS

BY:

BY:

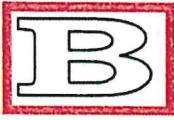
BY:

DATE:

DATE:

DATE:

AIA DOCUMENT G701 (BASS TYPED FORM) * CHANGE ORDER * APRIL 1978 EDITION * AIA * 1978
THE AMERICAN INSTITUTE OF ARCHITECTS, NEW YORK AVE., N.W. WASHINGTON, DC 20006 G701 - 1978



PROPOSAL REQUEST

TO: City of Sapulpa
425 E Dewey
Sapulpa OK 74066
ATTN: Chief Rick Rumsey

RE: Replace Piping for Sprinkler System

P.R. # 36

DATE: 6/17/2019
JOB # 4451
PROJECT: Sapulpa Animal Shelter

Subj: Proposal Request #36

COPIES TO: Project Files 3 pgs including cover

Request:	Ref.	Drawing #	Spec. Section.
Replace a section of bad piping to repair sprinkler system.			
MAC Systems			\$ 575.00
Subtotal			\$ 575.00
Fee and Overhead 3.25%			\$ 18.69
Total Proposal Request #36			\$ 593.69

Signature: 
Will Berry - PM

Attachments:
Description:

Date:

Final Disposition:
☐ Into Contract
☐ Change Order Required

MAY 29 2019



Fire Suppression●Fire Detection●Security●Access Control●CCTV●Intercom●Monitoring

MAC SYSTEMS, INC.
P.O. BOX 27665
License No:363 & FE 235
TULSA, OK 74149
Phone: (918) 582-3736
Fax: (918) 582-3700

INVOICE

INVOICE NO
145668

Handwritten signature/initials

CUST DC BASS & SONS CONSTRUCTION
205 East Hobson Ave.
Sapulpa, OK 74066

PROJ SAPULPA ANIMAL CLINIC
JOB#19012179 GAL100 \$575
FIRE SUPPRESSION PROTECTION

ACCOUNT NO	PROJ NUMBER	APPLICATION	INVOICE DATE	TERMS		PAGE
D.C. BAS		1	5/28/2019	Net 30		1

ORIGINAL CONTRACT SUM.....575.00
NET CHANGE BY CHANGE ORDERS.....0.00
CONTRACT SUM TO DATE.....575.00
TOTAL COMPLETED AND STORED TO DATE.....575.00
RETAINAGE.....0.00
TOTAL EARNED LESS RETAINAGE.....575.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT.....0.00
SALES TAX.....0.00
CURRENT PAYMENT DUE.....575.00

BALANCE TO FINISH, PLUS RETAINAGE.....0.00

Replace A Section of Bad Piping

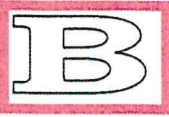
Paid

Date _____
CK# _____
Job 4451
Phase 155000-04

P. O. Box 27665 Tulsa, Oklahoma 74149
Tulsa Voice (918) 582-3736 Fax (918) 582-3700
Oklahoma City Voice (405)-842-7900 Fax (405)-842-7901

0206-044970

Oklahoma Lic#0363, Tulsa FE Lic#235 – Oklahoma City FE Lic#292,Arkansas FSS Lic#E2003-0071,
Arkansas FE Lic#P173,Texas Lic#SCR-1096 Texas Lic#ACR-3350



PROPOSAL REQUEST

TO: City of Sapulpa
425 E Dewey
Sapulpa OK 74066
ATTN: Chief Rick Rumsey
RE: Temp Utilities

P.R. # 37
DATE: 7/19/2019
JOB # 4451
PROJECT: Sapulpa Animal Shelter

Subj: Proposal Request #37

COPIES TO: Project Files 3 pgs including cover

Request:	Ref.	Drawing #	Spec. Section.
Temporary Utilities			
OG&E			\$ 48.28
ONG			\$ 115.56
ONG			\$ 127.70
Subtotal			\$ 291.54
Fee and Overhead 3.25%			\$ 9.48
Total Proposal Request #37			\$ 301.02

Signature: 

Will Berry - PM

Attachments:
Description:

Date:

Final Disposition:
☐ Into Contract
☐ Change Order Required



ELECTRIC SERVICE BILL

RETAIN FOR YOUR RECORDS

MAY 28 2019

CUSTOMER NAME				SERVICE ADDRESS		
D C BASS CONST				1720 S MAIN #TEMP		
BILLING PERIOD		METER READING		METER CONSTANT	KILOWATT HOURS	ACCOUNT NUMBER
FROM	TO	PREVIOUS	PRESENT			
04/24/2019	05/23/2019	00268	00465	1	197	131335791-3

LAST PAYMENT CREDITED \$42.85 ON 05/13/2019.

GENERAL SERVICE SECONDARY RATE
CHARGE FOR ELECTRIC SERVICE
FRANCHISE FEE
SALES TAX

42.81
1.28
4.19

CURRENT BILL 48.28

FUEL ADJ FACTOR \$0.02386/KWH

TOTAL AMOUNT DUE 48.28

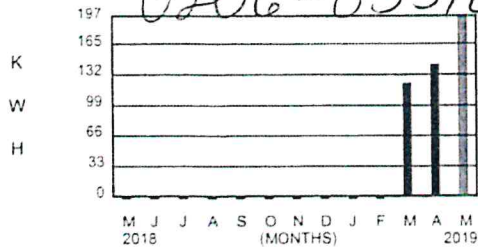
A LATE PAYMENT CHARGE OF \$0.72 (1.5%) WILL BE ADDED
IF PAYMENT IS NOT RECEIVED BY 06/14/2019.

YOUR ACTIVATION CODE FOR ONLINE BILLING REGISTRATION IS 1336116. TO ACTIVATE YOUR ACCOUNT GO TO WWW.OGE.COM.

YOUR NEXT BILLING CYCLE WILL BEGIN 06/24/2019.

TO PAY BY PHONE FROM YOUR CHECKING OR SAVINGS ACCOUNT, OR TO PAY BY CREDIT CARD CALL U. S. PAYMENTS AT 877-306-9274. PROCESSING FEES WILL APPLY.

Paid
Date 5/30/19
CK# 1864
Job 4451
Phase 010300
0206-053100



THE CURRENT BILLING PERIOD COVERS 30 DAYS OF SERVICE.
YOUR AVERAGE DAILY COST WAS \$1.61 PER DAY.

CHART REFLECTS YOUR KWH USAGE OVER THE PAST 3 MONTHS.
(■) INDICATES CURRENT MONTH.

REPORT POWER OUTAGE (405-272-9595 or 800-522-6870) BUSINESS CUSTOMER SERVICE 888-988-9747 WWW.OGE.COM



080251100265500101G0 1

#008208561299 P

26550

For service, bill inquiries, or assistance, call
Phone: 1-800-664-5463
Gas leaks: 1-800-458-4251
www.oklahomanaturalgas.com
Oklahoma Natural Gas Company
PO Box 219296
Kansas City MO 64121-9296

Before you dig, excavate, plant trees or set fence posts, know what's below – call 811.

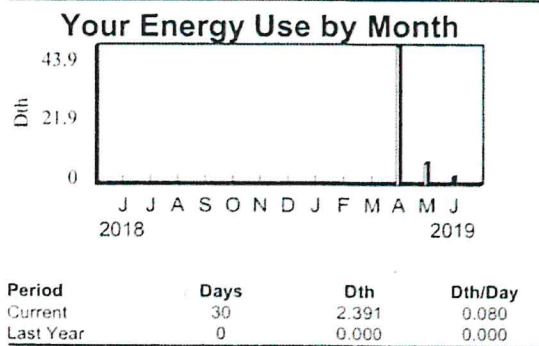
DC BASS CONSTRUCTION
8812 W 100TH ST
SAPULPA, OK 74066

Page 1 of 1

Amount Due		\$115.56
Current Charges Due		06-25-19
Late payment charge is 1.5% of unpaid charges if payment is not received by the due date.		
Account Number		213215210 1786961 64
Rate	200-LCI	
Active Deposit	NONE	Statement Date 06-10-19

Previous Balance \$148.31
Payments Received 148.31CR
Balance Forward \$0.00

Service Charge \$88.92
Cost of Oklahoma Natural Gas Service \$88.92
Customer Fuel Cost 12.08
Franchise Fee 4.04
City Tax 4.73
County Tax 1.06
State Sales Tax 4.73
Current Monthly Charges \$115.56
Total Amount Due \$115.56



Meter Number	Meter Readings		Number of Days	Meter Readings			Units Delivered (Mcf)	Btu Factor	Units Billed (Dekatherms)	Customer Fuel Cost/Dth
	From	To		Previous	Present	Constant				
0218A00230	05-06-19	06-05-19	30	444	465	1.1110	2.333	1.025	2.391	\$5.053



ELECTRONIC SERVICE REQUESTED

Please return this portion when paying by mail. When paying in person, please bring this entire bill with you.

◀ The Salvation Army's Share the Warmth program helps disadvantaged Oklahomans with home heating costs. To contribute, please include an overpayment and mark an X in the box to the left.

Account Number	213215210 1786961 64
Amount Due	\$115.56
Current Charges Due	06-25-19
Total Enclosed	\$

8812 W 100TH ST
SAPULPA, OK 74066

A ~06G

34826 1 AB 0.409 *0035340 S1 YYNNNN 111
DC BASS CONSTRUCTION
PO BOX 630
SAPULPA OK 74067-0630

OKLAHOMA NATURAL GAS COMPANY
PO BOX 219296
KANSAS CITY MO 64121-9296



36 213215210178696164 000011556

For service, bill inquiries, or assistance, call
Phone: 1-800-664-5463
Gas leaks: 1-800-458-4251
www.oklahomanaturalgas.com
Oklahoma Natural Gas Company
PO Box 219296
Kansas City MO 64121-9296

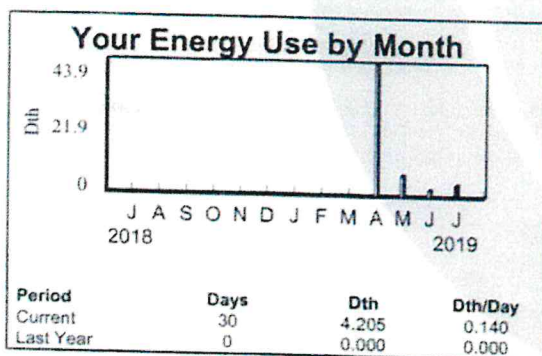
Download the Oklahoma Natural Gas mobile app today. The free app allows you to pay your bill, view payment history and more. Available at the Apple and Android app stores.

DC BASS CONSTRUCTION
8812 W 100TH ST
SAPULPA, OK 74066

Amount Due			Page 1 of
			\$127.70
Current Charges Due			07-25-19
Late payment charge is 1.5% of unpaid charges if payment is not received by the due date.			
Account Number			213215210 1786961 64
Rate	200-LCI		
Active Deposit	NONE	Statement Date	07-10-19

Previous Balance \$115.56
Payments Received 115.56CR
Balance Forward \$0.00

Service Charge \$88.92
Cost of Oklahoma Natural Gas Service \$88.92
Customer Fuel Cost 21.19
Franchise Fee 4.41
City Tax 5.15
County Tax 1.15
State Sales Tax 5.15
Current Monthly Charges \$125.97
Late Payment Charge 1.73
Total Current Charges \$127.70
Total Amount Due \$127.70



Meter Number	Meter Readings From	To	Number of Days	Meter Readings Previous	Present	Constant	Units Delivered (Mcf)	Btu Factor	Units Billed (Dekatherms)	Customer Fuel Cost/Dth
0218A00230	06-05-19	07-05-19	30	465	502	1.1110	4.111	1.023	4.205	\$5.039



Oklahoma Natural Gas
A Division of ONE Gas

PO BOX 491 • Oklahoma City OK 73101-0491

ELECTRONIC SERVICE REQUESTED

Please return this portion when paying by mail. When paying in person, please bring this entire bill with you.

The Salvation Army's Share the Warmth program helps disadvantaged Oklahomans with home heating costs. To contribute, please include an overpayment and mark an X in the box to the left.

Account Number	213215210 1786961 64
Amount Due	\$127.70
Current Charges Due	07-25-19
Total Enclosed	\$

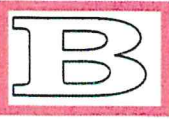
8812 W 100TH ST
SAPULPA, OK 74066

A ~06G

34494 1 AB 0.409 *0035007 S1 YYNNNN 111
DC BASS CONSTRUCTION
PO BOX 630
SAPULPA OK 74067-0630

OKLAHOMA NATURAL GAS COMPANY
PO BOX 219296
KANSAS CITY MO 64121-9296

82 213215210178696164 000012770



PROPOSAL REQUEST

TO: City of Sapulpa
425 E Dewey
Sapulpa OK 74066
ATTN: Chief Rick Rumsey
RE: Install Break Metal

P.R. # 38
DATE: 7/19/2019
JOB # 4451
PROJECT: Sapulpa Animal Shelter

Subj: Proposal Request #38

COPIES TO: Project Files 3 pgs including cover

Request:	Ref.	Drawing #	Spec. Section.
----------	------	-----------	----------------

Furnish and install 11 pcs of break metal to top of wall in feline room per BKL request.

Alred Glass Co.	\$ 254.00
-----------------	-----------

Subtotal	\$ 254.00
Fee and Overhead 3.25%	\$ 8.26
Total Proposal Request #38	\$ 262.26

Signature: 
Will Berry - PM

Attachments:
Description:

Date:

Final Disposition:
☐ Into Contract
☐ Change Order Required

ALRED GLASS CO

2708 W. VANCOUVER ST
BROKEN ARROW, OK 74012
918-664-2272 (PH) 918-664-4936 (F)

Invoice

Date	Invoice #
7/8/2019	4775

Bill To
D.C. BASS & SONS PO BOX 630 SAPULPA, OK 74067

P.O. No.	Terms	Project
ANIMAL SHELTER	Net 30	

Quantity	Description	Rate	Amount
	FURNISH AND INSTALL (11) PCS OF BREAK METAL <i>To Top of Wall in Feline Room Per BKL Request</i>	254.00	254.00
		Total	\$254.00



PROPOSAL REQUEST

TO: City of Sapulpa
425 E Dewey
Sapulpa OK 74066
ATTN: Chief Rick Rumsey

P.R. # 39

DATE: 7/19/2019

JOB # 4451

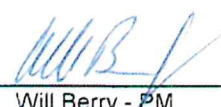
PROJECT: **Sapulpa Animal Shelter**

RE: **Mesh Panels @ Monument Sign**

Subj: Proposal Request #39

COPIES TO: Project Files 3 pgs including cover

Request:	Ref.	Drawing #	Spec. Section.
Furnish and install mesh panels with bronze matte powder coating at monument sign addition.			
Kebko Architectural Signage - Mesh Panels			\$ 1,650.00
Gasoline Alley - Powder Coating			\$ 400.00
Subtotal			\$ 2,050.00
Fee and Overhead 3.25%			\$ 66.63
Total Proposal Request #39			\$ 2,116.63

Signature: 

Will Berry - PM

Attachments:
Description:

Date:

Final Disposition:
☐ Into Contract
☐ Change Order Required

ADA Signage – Cast Plaques & Letters – Engraved Signage & Graphics



Architectural Signage

A Woman-Owned Company
Bonded – Insured
Delivering Exceptional Value Since 1993

19304 N 62nd Avenue
Glendale, AZ 85308
Phone: 480-413-9808
Fax: 480-413-9809

Bid plus Changes

To: Will Berry, D C Bass & Sons
From: Paula Gatzemeier, PM
Date: 5-21-2019; 7-8-2019
Project: Sapulpa Animal shelter
RE: Re Cap

Original Contract Amount	\$ 3,125.00	
Entry Revision	\$ 3,300.00	
Monument Sign addition	\$ 2,630.00	\$ 1,650*
Revised Contract Amount	\$ 9,055.00	\$10,705

* (2) 48" x 96" mesh Panels & Install

_____ For Approval

XX As Requested

_____ Submitted

_____ Signature

_____ Payment

_____ For Review & Comment



Invoice

Date	Invoice #
7/16/2019	2545

Bill To

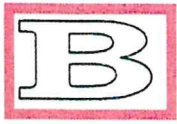
DC Bass Construction
205 East Hobson
Sapulpa, OK 74066

GASOLINE ALLEY CLASSICS, INC.
"Quality Signs of All Kinds"
24 North Main
Sapulpa, OK 74066

P.O. No.	Terms	Due Date	Project
Verbal Will	Due on receipt	7/16/2019	

Item	Quantity	Description	Rate	Amount
POWDER	2	POWDER COATING- MESH 4X8 PANELS (COLOR-BRONZE MATTE)	200.00	400.00
Thank you for your business.		Total \$400.00		

Phone #	Cell #	E-mail
918-806-1000	918-630-3929	mjgasalley@tulsacoxmail.com



PROPOSAL REQUEST


TO: City of Sapulpa
425 E Dewey
Sapulpa OK 74066
ATTN: Chief Rick Rumsey
RE: Sink in Room 102

P.R. # 40
DATE: 7/19/2019
JOB # 4451
PROJECT: Sapulpa Animal Shelter

Subj: Proposal Request #40

COPIES TO: Project Files

3 pgs including cover

Request:	Ref.	Drawing #	Spec. Section.
Original sink specified by Engineer for Clinic Room 102 would not fit in the existing metal cabinets to be used. Had to special order a sink to fit the space.			
J&M Plumbing - Furnish and Install Sink			\$ 900.46
Arnold Brothers - Sink Cut Out			\$ 350.00
Subtotal			\$ 1,250.46
Fee and Overhead 3.25%			\$ 40.64
Total Proposal Request #40			\$ 1,291.10
Signature: 			
Will Berry - PM			
Attachments:	Date:	Final Disposition:	
Description:		<input type="checkbox"/> Into Contract	
		<input type="checkbox"/> Change Order Required	

J & M Plumbing, Inc.

P.O. Box 70

Kiefer, OK. 74041

Phone (918)827-5979 Fax (918)827-5910

Plumbing: 33638 Mechanical: 91141

Date: 7/19/2019

D.C. Bass Construction
205 E. Hobson
Sapulpa, OK. 74066

Re: Animal Shelter Sink, Sapulpa

The following cost breakdown is for complete plumbing installation on the above referenced project as outlined below.

Supply and install Elkay clinic sink.....	\$900.46
Material.....	\$730.46
Labor.....	\$170.00

Thank you,

Steve Jones

(By Eng)
ORIGINAL SINK SPECIFIED FOR CLINIC
Room 102 WOULD NOT FIT IN THE
EXISTING ^{NEW} CABINETS TO BE USED. ~~THE~~ HAD
TO SPECIAL ORDER ~~SI~~ A SINK THAT
WOULD FIT THE SPACE



3420 N 190 Rd
PO Box 756
Beggs, OK 74421-0756
918-267-5100
918-267-5103 (FAX)

7/19/19

Project: Sapulpa Animal Shelter

Onsite sink cut out after install	ADD	\$350.00
-----------------------------------	-----	----------

Brenda
Arnold

Brenda Arnold
Arnold Brothers Cabinets

Digitally signed by Brenda Arnold
DN: cn=Brenda Arnold, o=abc,
email=brenda@arnoldcabs.com,
c=US
Date: 2019.07.19 08:59:56 -05 00'



AGENDA ITEM

Administration 10.B.

City Council Regular

Meeting Date: August 5, 2019

Submitted For: Steve Hardt, Public Works Director

Submitted By: Mikaila Stepp, Administrative Assistant

Department: Public Works

Presented By: Steve Hardt

SUBJECT:

Discussion and possible action regarding Amendment No. 4 to the contract with D. C. Bass & Sons Construction Company for the construction of the Youth Sports Complex in the additive amount of \$277,271.24.

BACKGROUND:

Amendment No. 4 adds \$277,271.24 to the contract, making the total contract sum in the amount of \$1,822,867.24 for the construction of the Youth Sports Complex. The amendment is for sodding, foul poles, and sanitary sewer.

RECOMMENDATION:

Staff recommends approval.

Fiscal Impact

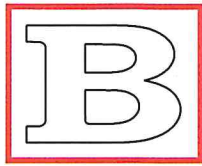
Amount: \$277,271.24

To be paid from: G O Bond Construction Fund

Account number: 83-578-405B

Attachments

Contract Amendment #4 DC Bass Youth Sports Complex



D.C. BASS & SONS CONSTRUCTION COMPANY

"Builders Since 1893"

GENERAL CONTRACTORS

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

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

Date: July 11, 2019

City of Sapulpa
Attn: Steve Hardt
Sapulpa Parks Department
515 East Dewey
Sapulpa, OK 74066

Subj: Youth Sports Complex Bids

Mr. Hardt,

On July 9, 2019 at 2:00 pm at the City Hall, Sapulpa OK, DC Bass Construction and City of Sapulpa collected bids for the New Youth Sports Complex. All bids were publicly opened and read aloud. The table below contains the low bidders in each respective bid package:

Bid Pkg #	Bid Pkg Description	Low Bidder	Base Bid	Accepted Alt #4	Total Amount
2D	Sodding	Verde Vista Resources	129,386.92	4,500.00	133,886.92
13B	Foul Poles	Claremore Fence	4,181.00		4,181.00
21A	Site Utilities	H&H Frame	120,721.00		120,721.00
					\$258,788.92

DC Bass recommends accepting the low bidders listed above for construction of the New Youth Sports Complex.

We have enclosed Amendment No 4 which is the Agreement and Notice to Proceed with the low accepted bid packages (Exhibit C2A) for your review and execution. The Youth Sports Complex Master Budget is also included and gives an overview of the costs associated with the project.

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

Sincerely,

Dan Hobson

Encl: Youth Sports Complex Master Budget

Cc: Will Berry
Project Files

**AMENDMENT NO. 4 TO AGREEMENT AND NOTICE TO PROCEED BETWEEN
OWNER AND CONSTRUCTION MANAGER FOR CITY OF SAPULPA – YOUTH SPORTS COMPLEX
(HEREIN AFTER "AMENDMENT #4") BASS PROJECT #4450
DATED JULY 11, 2019**

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

**ARTICLE I
GUARANTEED MAXIMUM PRICE ("GMP")**

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

City of Sapulpa – Youth Sports Complex

1.	Trade Contracts, Value Engineering and Purchase Orders (as Shown Below Exh C2):	\$258,788.92
2.	CM General Requirements (Bonding & Insurance with Builders Risk)	2,807.80
3.	Allowances (As Shown Below)	6,950.00
4.	Subtotal "Hard Costs"	268,546.72
5.	Construction Manager's Fee @ 3.25%	8,724.52
6.	TOTAL GMP FOR AMENDMENT NO. 4	\$277,271.24
7.	Total GMP for Amendment No. 1	1,199,552.88
8.	Total GMP for Amendment No. 2	33,725.76
9.	Total GMP for Amendment No. 3	312,317.36
10.	Total Cost for Project	\$1,822,867.24

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

EXHIBIT A: PROJECT DOCUMENTS

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

EXHIBIT B: ALLOWANCES

1.	Infield Dirt	\$14,450.00
2.	Seeding Disturbed Areas	20,000.00
2.	Plumbing (Additional Sewer Line Installation)	<35,000.00>
3.	Sewer Pump Electrical Installation	7,500.00
	Total Allowances	\$6,950.00

EXHIBIT C: ASSUMPTIONS & CLARIFICATIONS

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

C1 Sales Tax Exemption

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

C2 Trade Contract and Purchase Orders:

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

Bid Pkg #	Bid Pkg Description	Low Bidder	Base Bid	Alt #4 Bond	Total Amount
2D	Sodding	Verde Vista Resources	129,386.92	4,500.00	133,886.92
13B	Foul Poles	Claremore Fence	4,181.00		4,181.00
21A	Site Utilities	H&H Frame	120,721.00		120,721.00
					\$258,788.92

See Attachment C2B – Master Construction Budget

- C3 Owner's Cost Responsibilities** – not included in the CM's GMP nor a responsibility of the Construction Manager are:
1. Professional fees of Architect; Mechanical, Electrical and Plumbing Engineers; Structural Engineer; Civil Engineer, etc. (hereinafter "A/E")
 2. Fire Marshall permitting, inspections and/or approvals (ordered and coordinated by A/E)
 3. Environmental Assessment and/or remediation (ordered and coordinated by A/E)
 4. Owner Quality Control Consultants
 - a. Surveying (CM will attempt to obtain 3 bids for Owner's Review)
 - b. Testing of all sorts including soils, concrete, mortar, HVAC Test & Balance, local municipal services, adequacy for delivered capacity, etc...(CM to issue 3 bids for Owner's Review)
 5. Furniture, Fixtures & Equipment ("FF&E") including but not limited to such items as: Intercom, Clocks, Security, IT Hardware & Software of all types.

EXHIBIT D: COMPLETION SCHEDULE - Will be issued at a later date, but "Notice to Proceed" will be effective on date of Owner's signature to this Amendment No. 4.

EXHIBIT E: ALTERNATE PRICES

None

EXHIBIT F: UNIT PRICES

None

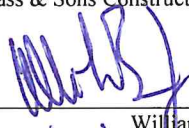
ARTICLE II
CONTRACT TIME

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

OWNER:
City of Sapulpa Oklahoma

CONSTRUCTION MANAGER:
DC Bass & Sons Construction Co.

By: _____

By:  _____
William L. Berry, President

Date: _____

Date:  _____

ATTEST: _____

Exhibits: "A" Project Documents
"C2B" Master Construction Budget

Jobs/Sapulpa youth sports complex/Amendment No 4 7-11-19

AIA

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

EXHIBIT "A"

PROJECT DOCUMENTS

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

Descriptions		Date
LS-1	Landscape Plan	December 1, 2017
LS-2	Sodding Landscape Plan	December 1, 2017
IR-1	Irrigation Plan Baseball Fields	December 1, 2017
IR-2	Irrigation Plan Football Fields	December 1, 2017
IR-3	Irrigation Details	December 1, 2017
IR-4	Irrigation Details	December 1, 2017
IR-5	Two-Wire Plan Baseball Fields	December 1, 2017
IR-6	Two-Wire Plan Football Fields	December 1, 2017
IR-7	Two-Wire Details	December 1, 2017
D-1	Construction Details	December 1, 2017
D-2	Construction Details	December 1, 2017
D-3	Construction Details	December 1, 2017
D-4	Erosion Control Details	December 1, 2017
Drawings (Phase 2 – Building Package):		
I	Cover Sheet	February 18, 2018
A-1	Floor Plans and Interior Elevations	February 8, 2018
A-2	Exterior Elevations	February 8, 2018
A-3	Building Section and Details	February 8, 2018
S-0	Structural General Notes	February 8, 2018
S-1	Structural General Notes and Details	February 8, 2018
S-2	Structural Plans and Details	February 8, 2018
S-3	Structural Sections and Details	February 8, 2018
MP-0	Mechanical Symbols and Abbreviations	February 8, 2018
M-1	HVAC Plan	February 8, 2018
M-2	HVAC Schedules	February 8, 2018
P-1	Plumbing Plans	February 8, 2018
P-2	Plumbing Details	February 8, 2018
P-3	Plumbing Schedules	February 8, 2018
E-8	Electrical Plans and Schedules	February 8, 2018
Drawings (Phase 4 – Site Work)		
2	Std Symbols & Legend	November 16, 2018
3	Site	November 16, 2018
4	Forcemain PNP (1)	November 16, 2018
5	Forcemain PNP (2)	November 16, 2018
6	Forcemain PNP (3)	November 16, 2018
7	Forcemain PNP (4)	November 16, 2018
8	Forcemain PNP (5)	November 16, 2018
9	Grinder Pump	November 16, 2018
10	Miscellaneous Details	November 16, 2018
Phase 1:		
Addenda No 1		March 28, 2017
Addenda No 2		April 18, 2017
Addenda No 3		April 19, 2017
Phase 2:		
Addenda No 1		May 8, 2018



CITY OF SAPULPA
MASTER BUDGET
YOUTH SPORTS COMPLEX
Amendment No 3

	Sub/Vender	Amendment No 1 Bid Day 5/10/18	Amendment No 2 Re-Bid 7/24/18	Amendment No 3	Amendment No 4 Bid Day 7/9/2019	Total
A1 BOND FUNDS - NET FUNDS AVAILABLE						
Total Bond Funds Available		\$ 1,233,317.00	\$ 1,233,317.00	\$ 1,233,317.00	\$ 1,233,317.00	\$ 1,233,317.00
Funds Available from Land Sale		\$ 1,233,317.00	\$ 1,233,317.00	\$ 1,883,317.00	\$ 1,883,317.00	\$ 1,883,317.00
NET TOTAL BOND FUNDS AVAILABLE						
B1 FIELD CONSTRUCTION						
a. Earthwork (Road and Parking area)	City of Sapulpa	By Owner				By Owner
b. Earthwork (Temporary Roads and Access)	*5		\$ 10,000.00	\$ -		\$ 10,000.00
c. Earthwork (Site Package) Fields & Fine Grading	Ram Site Services		\$ 246,100.00			\$ 246,100.00
d. Infield Dirt (Import)	Watkins Sand (Allowance)				\$ 14,450.00	\$ 14,450.00
e. Chainlink Fencing (Sitework)	*1			\$ 80,221.00		\$ 80,221.00
f. Irrigation System (Sitework)	Arron Fence			\$ 117,498.49		\$ 117,498.49
g. Sodding (Baseball Fields)	Jones Plan				\$ 133,886.92	\$ 133,886.92
h. Fine Grade, Water, & Treat Baseball & Football Fields	Verde Vista					\$ 25,000.00
i. Seeding (Disturbed Areas)	Allowance	See Below		\$ 25,000.00	\$ 20,000.00	\$ 20,000.00
j. Asphalt Paving (Sitework)	Wood Fence (Equipment Enclosure)			\$ 1,200.00		\$ 1,200.00
k. Pavement Marking (Sitework)	City of Sapulpa	By Owner				-
l. Site Concrete (Curb, Gutter and Sidewalks)	Jackson Construction	\$ 3,750.00				\$ 3,750.00
m. Joint Sealants (Sitework Sidewalks)	Dkerns	\$ 68,000.00				\$ 68,000.00
n. Site Furnishings (Bleachers, H Goal posts, doughnut covers, etc)	Allowance	\$ 7,500.00				\$ 7,500.00
o. Site Furnishings - Foul poles	Play By Design	\$ 49,999.00				\$ 49,999.00
q. Electrical Site (Field Lighting & Equipment Enclosure)	Claremore Fence				\$ 4,181.00	\$ 4,181.00
Subtotal Building Construction (B1a - m)	Third Generation Electric	\$ 596,393.00	\$ (216,357.27)	\$ 223,919.49	\$ 172,517.92	\$ 380,035.73
		\$ 725,642.00	\$ 39,742.73			\$ 1,161,822.14
C1 BUILDING CONSTRUCTION						
a. Cast-in-Place Concrete	Jackson Construction	\$ 17,995.00				\$ 17,995.00
b. Termite Treatment (Building)	Emtec	\$ 625.00				\$ 625.00
c. Masonry (Building)	Sun Valley Masonry		\$ 44,430.00			\$ 44,430.00
d. Structural Steel	Rooks Fabrication	\$ 9,975.00				\$ 9,975.00
e. Rough Carpentry (Trusses, framing, decking, etc)	Bass		\$ 26,415.00			\$ 26,415.00
f. Millwork	Fadco	\$ 20,929.00				\$ 20,929.00
g. Rough Hardware (Bolts, fasteners, hardware, misc lintels)	Allowance	\$ 2,250.00				\$ 2,250.00
h. Caulking (Building)	Commercial Waterprf	\$ 896.00				\$ 896.00
i. Insulation (Roof)	Allowance	\$ 750.00				\$ 750.00
q. Roofing	Metals Better	\$ 3,950.00				\$ 3,950.00
j. Hollow Metal	Jones Comm	\$ 3,800.00				\$ 3,800.00
k. Glass and Glazing	Alfred	\$ 5,350.00				\$ 5,350.00
l. Finish Hardware	Jones Comm	\$ 4,225.00				\$ 4,225.00
m. Painting	Skyco	\$ 6,188.00				\$ 6,188.00
n. Specialties - Toilet partitions & Accessories)	Jones Comm	\$ 2,918.00				\$ 2,918.00
o. Specialties - Access Doors, Door Signage & Fire Extinguishers	Allowance	\$ 700.00				\$ 700.00
p. Plumbing (Utilities Water & Sewer)	H&H Frame	\$ 22,265.00				\$ 22,265.00



CITY OF SAPULPA
MASTER BUDGET
YOUTH SPORTS COMPLEX
Amendment No 3

	Sub/Vender	Amendment No 1 Bid Day 5/10/18	Amendment No 2 Re-Bid 7/24/18	Amendment No 3	Amendment No 4 Bid Day 7/9/2019	Total
q. Plumbing (Building)	Able Plumbing	\$ 40,500.00				\$ 40,500.00
r. Plumbing (Additional Sewer line Installation)	Allowance	\$ 45,000.00	\$ (10,000.00)		\$ 85,721.00	\$ 120,721.00
s. Sewer Pump Electrical Installation	Allowance				\$ 7,500.00	\$ 7,500.00
t. Sewer Pump	Allowance	\$ 15,000.00	\$ (12,600.00)			\$ 2,400.00
u. HVAC (Building)	Air Comfort	\$ 18,338.00				\$ 18,338.00
v. Electrical (Building)	RCI	\$ 33,940.00				\$ 33,940.00
	Subtotal Building Construction (C1a - u)	\$ 255,594.00	\$ 48,245.00	\$ -	\$ 93,221.00	\$ 397,060.00
D1. CM's GENERAL REQUIREMENTS & PROJECT SUPPORT						
a. Builders Risk/Other Insurance (Function of Cost)		\$ 3,910.00		\$ 2,878.50	\$ 2,807.80	\$ 9,596.30
b. Performance and Payment Bond (Function of Cost)		\$ 11,100.00				\$ 11,100.00
c. Final Clean		\$ 700.00				\$ 700.00
d. Project Support		\$ 109,525.00		\$ 20,365.00		\$ 129,890.00
	Subtotal General Requirements & Project Support (D1a - d)	\$ 125,235.00	\$ -	\$ 23,243.50	\$ 2,807.80	\$ 151,286.30
	Sub-total Construction Cost (B + C + D)	\$ 1,106,471.00	\$ 87,987.73	\$ 247,162.99	\$ 268,546.72	\$ 1,710,168.44
	CM Fee 3.25%	\$ 35,960.31	\$ 2,859.60	\$ 8,032.80	\$ 8,727.77	\$ 55,580.47
	Subtotal Construction Cost and Contractors Fee	\$ 1,142,431.31	\$ 90,847.33	\$ 255,195.79	\$ 277,274.49	\$ 1,765,748.91
	Owner's Contingency @ 5%	\$ 57,121.57	\$ (57,121.57)	\$ 57,121.57		\$ 57,121.57
	Total Construction Cost and Owner's Contingency	\$ 1,199,552.87	\$ 33,725.77	\$ 312,317.35	\$ 277,274.49	\$ 1,822,870.48
	Over (Under) Available Funds	\$ (33,764.13)	\$ (38.36)	\$ (337,721.01)	\$ (60,446.52)	\$ (60,446.52)
	*1 Includes Sub Bond Cost					
	*2 To be Value engineered					
	*3 Bid after bid opening					
	*4 Includes Value engineering (Change Mfr to Qualite)					
	*5 Moved 10k from plumbing allowance to temporary roads					



AGENDA ITEM

Administration 10.C.

City Council Regular

Meeting Date: August 5, 2019

Submitted For: Robert Petitt, Water Treatment Superintendent

Submitted By: Mikaila Stepp, Administrative Assistant

Department: Water Treatment

Presented By: Steve Hardt, Robert Petitt

SUBJECT:

Discussion and possible action regarding acceptance and award of bid(s) for supplying chemicals to the Water Treatment Plant, for FY19/20, to the following vendors as being the lowest and most responsive bidders as further specified on the attached bid information sheet.

Polyaluminum Chloride.....	Brenntag
Acrylamide.....	Brenntag
Sodium Hypochlorite.....	Hawkins
Hydrofluosilicic Acid.....	Hawkins
Sodium Permanganate.....	Hawkins
Phosphate.....	Brenntag
Poly Epi-Amine.....	Brenntag

BACKGROUND:

Bids were opened on June 26th, at City Hall for supplying chemicals to the Water Treatment Plant. The superintendent for the plant as well as the Public Works director collected and tabulated the bids and made recommendations to accept the low bidders and values to reach a decision. For detailed information, please see attachments.

RECOMMENDATION:

Staff recommends Council award bids as shown.

Attachments

Chemical Bid Tabulations

2019 Chemical Bid Recommendations:

Item #1: Polyaluminum Chloride

I recommend that we award this item to Brenntag @ \$0.2995/pound. Hawkins failed to provide verifiable jar test results, as well as their chemical does not meet the pH (0.6 SU), specific gravity (1.35), or weight (11.26 pounds per gallon) specifications. Hawkins chemical would require us to feed another chemical that we currently do not use in order to control pH levels.

Item #2: Acrilymine

I recommend that we award this item to Brenntag @ \$1.95/pound. Brenntag is the only vender that has been able to provide this particular chemical that is compatible with our feed system. They actually went back to the manufacturer years ago to reformulate this chemical to get us a chemical that will work with our feed system. Hawkins failed to provide verifiable jar test results. Also, anytime we have tried someone else's chemical, we have always had feed issues with their chemical.

Item #3: Sodium Hypochlorite

I recommend that we award this item to Hawkins as the lowest bidder @ \$0.118/pound.

Item #4: Hydrofluosilicic Acid

I recommend that we award this item to Hawkins as the lowest bidder @ \$0.49/pound.

Item #5: Sodium Permanganate

I recommend that we award this item to Hawkins as the lowest bidder @ \$0.96/pound.

Item #6: Brennpfos 100

I recommend that we award this item to Brenntag @ \$0.58/pound.

Item #7: Poly Epi-Amine

I recommend that we award this item to Brenntag @ \$1.28/pound. Hawkins failed to provide verifiable jar test results. Hawkins chemical does not meet our viscosity requirements, theirs is way to thick, which also means that their chemical has a higher specific gravity and is heavier per gallon.

Note: Please take into consideration, that if we change items #1, #2, or #7; then we would be interfering with the progress that we have already made on our Chloramine study and would possibly have to start over from the beginning.

2019 Chemical Bid Tabulations

Item #	Discription	Brenntag	Hawkins
1	Polyaluminum Chloride	\$ 0.2995	\$ 0.2550
2	Acrilymide	\$ 1.9500	\$ 1.7100
3	Sodium Hypochlorite	\$ 0.1200	\$ 0.1180
4	Hydrofluosilicic Acid	\$ 0.5875	\$ 0.4900
5	Sodium Permanganate	\$ 1.0200	\$ 0.9600
6	Phosphate	\$ 0.5800	\$ 0.7900
7	Poly Epi-Amine	\$ 1.2800	\$ 1.0600



AGENDA ITEM

Administration 10.D.

City Council Regular

Meeting Date: August 5, 2019

Submitted For: Steve Hardt, Economic Development Director

Submitted By: Mikaila Stepp, Administrative Assistant

Department: Public Works

Presented By: Steve Hardt

SUBJECT:

Discussion and possible action regarding acceptance and award of bid(s) for supplying materials to the Street Department, for FY19/20, to the following vendors as being the lowest and most responsive bidders as further specified on the attached bid list.

Aggregate Base Type A.....	APAC
1 1/2 Class A Rock.....	APAC
2' Class A Rock.....	APAC
3/8 - 5/8 Washed Limestone Chips.....	APAC
12" Rip Rap.....	APAC
18" Rip Rap.....	APAC
24" Rip Rap.....	APAC
Asphalt HM/ HL-Type A.....	Dunhams
Asphalt HM/ HL-Type B.....	Dunhams
Asphalt HM/ HL-Type C.....	Dunhams
Asphalt HM/ HL-Type D.....	Dunhams
Superpave Type S-3.....	Dunhams
Superpave Type S-4.....	Dunhams
Superpave Type S-5.....	Dunhams
Fill Sand.....	APAC
Pea Gravel.....	APAC
1 1/2 Crusher Run.....	APAC
3" Crusher Run.....	APAC
Screening.....	APAC
Silt Fence with Stakes.....	Core & Main
Reinforced Poly Drain Pipe.....	Core & Main
Pipe N-12(per ASTM F2648).....	Core & Main
Pipe N-12 (per AASHTO).....	Core & Main
Galvanized Pipe(12" Round).....	Core & Main

Galvanized Pipe(12" Elliptical)..... Core & Main
Geotextile Reinforcement U-6..... Maxwell
Geotextile Reinforcement U-7..... Maxwell
Salt (Delivered)..... Hutchinson Sales Company

BACKGROUND:

Bids were opened on June 26th, at City Hall for supplying materials to the Street Department. The Public Works director collected and tabulated the bids and made recommendations to accept the low bidders and values to reach a decision. For detailed information, please see attachments.

RECOMMENDATION:

Staff recommends Council award bids as shown in attachment.

Attachments

Street Dept. Bid Result

		DUNHAMS	MOHAWK	APAC	CORE&MAIN	MAXWELL
AGGREGATE BASE TYPE A						
	PER TON			\$7.00		
	HAUL			\$7.60		
	TOTAL			\$14.60		
1 1/2 CLASS A ROCK						
	PER TON			\$9.25		
	HAUL			\$7.60		
	TOTAL			\$16.85		
2' CLASS A ROCK						
	PER TON			\$9.00		
	HAUL			\$7.60		
	TOTAL			\$16.60		
3/8-5/8 WASHED LIMESTONE CHIPS						
	PER TON			\$9.75		
	HAUL			\$7.60		
	TOTAL			\$17.35		
12" RIP RAP						
	PER TON			\$18.00		
	HAUL			\$9.10		
	TOTAL			\$27.10		
18" RIP RAP						
	PER TON			\$18.00		
	HAUL			\$9.10		
	TOTAL			\$27.10		
24" RIP RAP						
	PER TON			\$18.00		
	HAUL			\$9.10		
	TOTAL			\$27.10		
ASPHALT HM/HL-TYPE A						
	PER TON	\$43.00		\$42.50		
	HAUL	\$5.50		\$8.75		
	TOTAL	\$48.50		\$51.25		
ASPHALT HM/HL-TYPE B						
	PER TON	\$46.50		\$50.00		
	HAUL	\$5.50		\$8.75		
	TOTAL	\$52.00		\$58.75		
ASPHALT HM/HL-TYPE C						
	PER TON	\$49.50		\$50.00		
	HAUL	\$5.50		\$8.75		
	TOTAL	\$55.00		\$58.75		

ASPHALT HM/HL-TYPE D

PER TON	\$52.00
HAUL	\$5.50
TOTAL	\$57.50

SUPERPAVE TYPE S-3

PER TON	\$43.00	\$43.50
HAUL	\$5.50	\$8.75
TOTAL	\$48.50	\$52.25

SUPERPAVE TYPE S-4

PER TON	\$46.50	\$57.00
HAUL	\$5.50	\$8.75
TOTAL	\$52.00	\$65.75

SUPERPAVE TYPE S-5

PER TON	\$49.50	\$53.00
HAUL	\$5.50	\$8.75
TOTAL	\$55.00	\$61.75

FILL SAND

PER TON	\$5.00
HAUL	\$7.00
TOTAL	\$12.00

PEA GRAVEL

PER TON	\$13.00
HAUL	\$7.00
TOTAL	\$20.00

1 1/2 CRUSHER RUN

PER TON	\$6.50
HAUL	\$7.60
TOTAL	\$14.10

3"CRUSHER RUN

PER TON	\$6.50
HAUL	\$7.60
TOTAL	\$14.10

SCREENING

PER TON	\$5.00
HAUL	\$7.60
TOTAL	\$12.60

SILT FENCE

PER ROLL W/ STAKES	\$14.95	\$32.00
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REINFORCED POLY DRAIN PIPE

12" -FT DELIVERED	\$6.10
16" -FT DELIVERED	\$9.15
24" -FT DELIVERED	\$18.20
36" -FT DELIVERED	\$33.95

PIPE N-12 (PER ASTM F2648)

12" PER/FT DELIVERED	\$4.95
15" PER/FT DELIVERED	\$6.95
18" PER/FT DELIVERED	\$9.20
24" PER/FT DELIVERED	\$15.10
30" PER/FT DELIVERED	\$21.71
36" PER/FT DELIVERED	\$29.25
42" PER/FT DELIVERED	\$36.50
48" PER/FT DELIVERED	\$47.75
60" PER/FT DELIVERED	\$76.00

PIPE N-12 (PER AASHTO)

12" PER/FT DELIVERED	\$5.25
15" PER/FT DELIVERED	\$7.32
18" PER/FT DELIVERED	\$9.90
24" PER/FT DELIVERED	\$16.25
30" PER/FT DELIVERED	\$23.15
36" PER/FT DELIVERED	\$31.05
42" PER/FT DELIVERED	\$38.95
48" PER/FT DELIVERED	\$52.25
60" PER/FT DELIVERED	\$82.00

GALVANIZED PIPE

12" ROUND	\$8.75
with band	\$13.15
14" ROUND	n/a
with band	n/a
16" ROUND	\$10.98
with band	\$16.50
18" ROUND	\$13.10
with band	\$19.60
20" ROUND	n/a
with band	n/a
22" ROUND	\$15.10
with band	\$22.69
24" ROUND	\$17.00
with band	\$25.50
26" ROUND	n/a
with band	n/a
28" ROUND	n/a
with band	n/a
30" ROUND	\$21.20
with band	\$31.75
32" ROUND	n/a
with band	n/a
34" ROUND	n/a
with band	n/a
36" ROUND	\$26.00
with band	\$39.00

GALVANIZED PIPE

12" ELLIPTICAL	n/a
with band	n/a
14"	n/a
with band	n/a
16"	\$11.90
with band	\$17.90
18"	\$14.20
with band	\$21.25
20"	n/a
with band	n/a
22"	\$16.30
with band	\$24.50
24"	\$18.45
with band	\$27.70
26"	n/a
with band	n/a
28"	n/a
with band	n/a
30"	\$22.95
with band	\$34.50
32"	n/a
with band	n/a
34"	n/a
with band	n/a
36"	\$36.35
with band	\$54.50

GEOTEXTILE REINFORCEMENT U-6

140n MIRAFI 15' X 360'	\$404.00
160n MIRAFI 15' X 300'	\$426.75
180n MIRAFI 15' X 300'	\$563.50
HP370 MIRAFI 15' X 300'	\$853.50
HP370 MIRAFI 15' X 300'	\$1,280.00

GEOTEXTILE REINFORCEMENT U-7

TYPE I (BXG 110 MIRAFI 13'X246'	\$372.00
TYPE II (BXG 120 MIRAFI 13'X146'	\$319.00

SALT (DELIVERED)	71.50/TON	HUTCHINSON SALES COMPANY
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AGENDA ITEM

Administration 10.E.

City Council Regular

Meeting Date: August 5, 2019

Submitted By: Mike Hoehner, Purchasing Director

Department: Utility Billing

Presented By: Pam Vann

SUBJECT:

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

BACKGROUND:

The Ordinance follows from the annual Consumer Price Index adjustment to rates which is provided for and required by the contract with Waste Management. This year's CPI adjustment was 3.95%, which equates to an average increase of \$0.44 per month per residential customer.

RECOMMENDATION:

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

Attachments

Amendment to Solid Waste Contract

Contract Excerpt

Ordinance

Ordinance #2818

First Amendment to the Solid Waste Services Agreement

The First Amendment to the Solid Waste Services Agreement (this "Amendment") is entered into as of the 19th day of Nov, 2018, by and between the Sapulpa Municipal Trust Authority (City) and Waste Management of Oklahoma, Inc. (Contractor), both acting by and through their duly authorized representatives.

WITNESSETH:

WHEREAS, the City and Contractor have heretofore entered into a certain Solid Waste Services Agreement, dated on or about June 16, 2014 (the "Agreement"), whereby Contractor was granted the exclusive right to provide residential, commercial, and industrial waste collection and disposal within the City, as more particularly set forth in the Agreement; and

WHEREAS, the City and Contractor desire to modify the Agreement, as more particularly set forth below.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. Article XXV., entitled "City to Act as Collector," is hereby retitled "Billing" and replaced with the following language effective _____, 2018:

- A. City shall provide billing and bill collection services to all Residential Units and to all Commercial Hand Collection customers during the term of this Agreement. Within 30 days of the end of each month during which collection services are provided by Contractor to Residential Units and Commercial Hand Collection customers, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for services rendered under this Agreement to Residential Units and Commercial Hand Collection customers. The City shall provide to the Contractor a monthly summary statement of all accounts and payments received. A delinquent account is defined as an account that is 60 days or more past due.
- B. Contractor shall provide billing and bill collection services for all Commercial and Industrial Units that use Dumpsters for waste services. The rates agreed to by Contractor and City include the City's original 16% administrative fee; however, the City requests that Contractor add an additional 7% to the rates to cover the City's revised administrative fee. As such, Contractor shall include the City's additional 7% administrative fee on invoices it sends to all Commercial and Industrial Customers that use Dumpsters.
- C. Contractor shall provide billing and bill collection services to Commercial Units and Industrial Units that use Roll-Off Bins and/or Compactors for collection of waste or for whom Contractor provides collection of recyclable materials at rates

negotiated between Contractor and each customer. These services are considered open market and are not subject to the City's 23% administrative fee.

- D. For Commercial and Industrial Customers, Contractor shall require payment of such invoices within thirty (30) days after the invoice date, with past due invoices bearing late charges or interest as allowed by law. Contractor shall have the right to suspend service to any Commercial Unit or Industrial Unit Customer that is delinquent in payment to Contractor. If Contractor suspends service to a Commercial Unit or Industrial Unit Customer for failure to timely pay Contractor's invoices, Contractor has the right to charge a service reactivation fee and/or finance charges or late payment fees if such service to the Customer is reinstated.
- E. The City shall notify Contractor in writing of any Residential Unit that has failed to pay the City for waste collection services, and Contractor shall have the right to suspend service to such Customer until notified by the City to resume such services.

2. Article XXVI., entitled "Delinquent and Closed Accounts" is hereby modified as follows:

The Contractor shall discontinue all collection services at any Residential Unit whose account is closed per a written notice sent by the City to the Contractor.

3. Article XXVII., entitled "Payments to Contractor" shall be retitled "Payments" and modified as follows:

- A. City shall pay Contractor's invoices for services provided by Contractor to Residential Unit Customers and Commercial Hand Collection customers within thirty (30) days after City's receipt of invoice. All past due invoices shall bear interest as allowed by law. The City shall retain its 16% administrative fee included in Contractor's base rates for Residential Customers and Commercial Hand Collection customers, and Contractor shall credit its invoice by 16%.
- B. Contractor shall include on its invoice for Residential Unit services to the City, a line item that reflects a credit for the 23% administrative fee that Contractor has been paid for by Commercial and Industrial Customers that use Dumpsters. The City shall be entitled to reduce the Contractor's monthly payment for Residential Unit services by this 23% administrative fee credit.

4. The parties agree to extend the term of the Agreement to June 30, 2024.

5. The following language is hereby added to Subsection D of Article III, Location of Refuse Collection Carts and Containers for Collection:"

If the City receives a request from a Commercial and/or Industrial Customer for waste services or equipment, the City shall refer the Customer to Contractor to

allow Contractor to handle and/or respond to the request. The City shall provide the Customer with the Contractor's phone number.

6. XXXII. City Partnership Efforts is hereby modified as follows:

A. As evidence of its pledge, the Contractor will waive all disposal fees for an equivalent of Twenty (20) 30-yard roll-offs each year as part of the City clean-up efforts.

7. Capital words used in this Amendment shall have the meaning assigned in the Agreement. Nothing contained herein shall be deemed to amend or modify the Agreement, except as expressly set forth herein. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

Sapulpa Municipal Trust Authority

Waste Management of Oklahoma, Inc.

X By: [Signature]

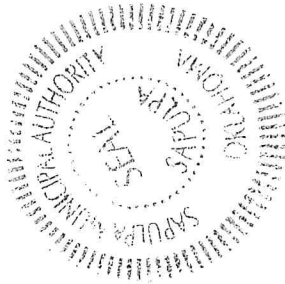
By: _____

Its: Chairman

Its: _____

Date: Nov 19, 2019

Date: _____



Attest: Shirley Burges
Secretary 11-19-2019

XXIII. BASIS AND METHOD OF PAYMENT

- A. For collection and disposal services required to be performed pursuant to this agreement, the charges shall not exceed the rates as fixed by Exhibit "A" attached hereto and made a part herewith and those subsequent rates that might be approved by the City and hereinafter attached and made a part of this agreement.
- B. For special collection (roll-offs and OCC) provided by the Contractor pursuant to this Agreement, the charges are to be negotiated between the Contractor and Customer prior to collection. If an agreement cannot be reached, the matter may be submitted to the Utility Collections Supervisor for determination of a reasonable fee. The rate shall be competitive with the rates charged by companies doing business in the Tulsa metropolitan area and offering similar services.
- C. The refuse collection charges provided by this Agreement shall include all disposal and related Disposal Facility operation costs.

XXIV. MODIFICATION TO RATES

- A. The rates and charges listed as Exhibit "A" shall be the rates and charges charged by the Contractor for the first full year of this Agreement. The rates listed in Exhibit "A" shall include the City's 16% administrative service fee, except that roll-offs and any recycling services offered by Contractor shall not include such administrative service fee. The rates, that may be charged by the Contractor for the second and subsequent years of the term hereof, shall be adjusted upward or downward as reflected by fluctuations in the Garbage and Trash Collection Consumer Price Index during the previous calendar year as published by the U.S. Department of Labor, Bureau of Labor Statistics. As of the last month of the first year after the effective Commencement Date of this Agreement and every one-year period thereafter ("the Rate Modification Date"), the rates may be increased or decreased for the ensuing one-year period in a percentage amount not to exceed five percent (5%). All percentage changes shall be rounded to the nearest tenth of a percent (or nearest one thousandth when expressed as a decimal).
- B. In addition to the above, the Contractor may petition the City for additional rate and price adjustments at any time on the basis of extraordinary changes in the laws, ordinances, and regulations and/or uncontrollable changes in conditions which increase the Contractor's costs. The City may approve or deny the petition within thirty (30) days of receipt thereof, but its approval shall not be unreasonably withheld. If the petition is rejected, the City shall provide the Contractor written grounds for the rejection. If the petition is rejected, the Contractor shall have the right to terminate this Agreement on at least 90 days advance written notice to the City.

XXV. CITY TO ACT AS COLLECTOR

ORDINANCE NUMBER _____

AN ORDINANCE OF THE CITY OF SAPULPA, OKLAHOMA, AMENDING THE MASTER FEE SCHEDULE TO THE SAPULPA CITY CODE, APPENDIX A, SECTION 17.17-511, BY PROVIDING FOR AMENDED REFUSE COLLECTION RATES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING THAT IF ANY PART OR PARTS OF THIS ORDINANCE ARE HELD INVALID OR INEFFECTIVE, THE REMAINING PORTIONS SHALL NOT BE AFFECTED; PROVIDING AN EFFECTIVE DATE AND DECLARING AN EMERGENCY.

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

Section 1. The Sapulpa City Code, Appendix A, Section 17.17-511, is amended to read in its entirety, as follows:

SECTION 17.17-511 REFUSE COLLECTION RATES AND CHARGES.

The fees referenced in Section 17-511 are as follows:

Service Type	Monthly Fees*
Residential at curb side or alley:	\$11.60
Residential senior citizen curbside:	\$10.60
Residential physically challenged carry-out service:	\$11.60
Residential special carry-out service:	\$27.38
Additional containers:	\$9.04 per container
Non-residential polycart:	\$17.40
Commercial rate: Per container size according to following chart:	

NUMBER OF PICKUPS / WEEK

	1	2	3	4	5	6	EXTRA
2YD	\$59.77	\$99.27	\$133.23	\$153.92	\$178.70	\$202.93	\$35.89
3YD	\$79.32	\$127.66	\$161.12	\$206.04	\$250.57	\$288.09	\$44.86
4YD	\$84.15	\$154.33	\$212.47	\$267.10	\$325.36	\$447.57	\$51.28
6YD	\$117.01	\$218.97	\$301.22	\$386.86	\$471.90	\$554.61	\$62.81
8YD	\$144.63	\$282.60	\$392.18	\$505.59	\$619.23	\$732.09	\$74.34
LOCKS	12.13						

* All fees subject to adjustment annually based on fluctuations in Garbage and Trash Collection Consumer Price Index during previous calendar year as published by the U.S. Department of Labor, Bureau of Labor Statistics and as provided for and required in current contract with City waste provider.”

Section 2. All ordinances, or parts of ordinances, in conflict with this ordinance are repealed to the extent of conflict only.

Section 3. If any part or parts of this ordinance are held invalid or ineffective, the remaining portions shall not be affected but remain in full force and effect.

Section 4. Effective Date. The rates reflected in this ordinance shall be in effect from and after July 1, 2019.

Section 5. EMERGENCY. Being immediately necessary that the provisions of this ordinance be put into full force and effect for the preservation of the public peace, health and safety of the City of Sapulpa, Oklahoma, an emergency is hereby declared to exist and this ordinance shall be in full force and effect after its passage, approval, and publication as required by law.

PASSED AND APPROVED in regular session this ____ day of _____ 2019 with emergency clause voted on separately.

Reg Green, Mayor

ATTEST:

APPROVED AS TO FORM:

Shirley Burzio, City Clerk

David R. Widdoes, City Attorney

ORDINANCE NO. 2817

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF SAPULPA; CHANGING THE ZONE AND DISTRICT OF PROPERTY LOCATED AT 517 NORTH THIRD STREET, CITY OF SAPULPA, CREEK COUNTY, STATE OF OKLAHOMA, FROM RS-3 (RESIDENTIAL SINGLE FAMILY HIGH DENSITY) TO RD (RESIDENTIAL DUPLEX), PER SAZ-954; 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-954 Hersh Properties: Lots 25 thru 28, inclusive, Block 28, North Heights Addition to the City of Sapulpa, Creek County, State of Oklahoma, according to the recorded plat thereof, be and are hereby rezoned from RS-3 (Residential Single Family) to RD (Residential Duplex)


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.

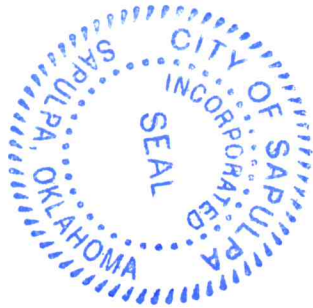
SECTION 4. Should any section, subsection sentence, provision, clause or phrase hereof be held invalid, void or unconstitutional for any reason, such holding shall not render invalid, void or unconstitutional any other section, subsection, sentence, provision, clause or phrase of this ordinance, and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

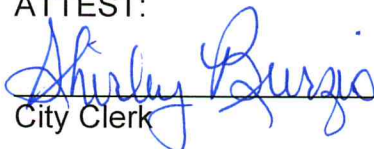
SECTION 5. EMERGENCY. This ordinance being designated to protect the public health, safety, and welfare of the inhabitants of the City of Sapulpa, Oklahoma, and its passage being immediately necessary, an emergency is hereby deemed to exist and by reason whereof this ordinance shall take effect immediately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

PASSED AND APPROVED in regular session this 5th day of August, 2019.




Mayor



ATTEST:


City Clerk

APPROVED:


City Attorney

ORDINANCE NUMBER 288

AN ORDINANCE OF THE CITY OF SAPULPA, OKLAHOMA, AMENDING THE MASTER FEE SCHEDULE TO THE SAPULPA CITY CODE, APPENDIX A, SECTION 17.17-511, BY PROVIDING FOR AMENDED REFUSE COLLECTION RATES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING THAT IF ANY PART OR PARTS OF THIS ORDINANCE ARE HELD INVALID OR INEFFECTIVE, THE REMAINING PORTIONS SHALL NOT BE AFFECTED; PROVIDING AN EFFECTIVE DATE AND DECLARING AN EMERGENCY.

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

Section 1. The Sapulpa City Code, Appendix A, Section 17.17-511, is amended to read in its entirety, as follows:

SECTION 17.17-511 REFUSE COLLECTION RATES AND CHARGES.

The fees referenced in Section 17-511 are as follows:

Service Type	Monthly Fees*
Residential at curb side or alley:	\$11.60
Residential senior citizen curbside:	\$10.60
Residential physically challenged carry-out service:	\$11.60
Residential special carry-out service:	\$27.38
Additional containers:	\$9.04 per container
Non-residential polycart:	\$17.40
Commercial rate: Per container size according to following chart:	

Ordinance # 2818

NUMBER OF PICKUPS / WEEK

	1	2	3	4	5	6	EXTRA
2YD	\$59.77	\$99.27	\$133.23	\$153.92	\$178.70	\$202.93	\$35.89
3YD	\$79.32	\$127.66	\$161.12	\$206.04	\$250.57	\$288.09	\$44.86
4YD	\$84.15	\$154.33	\$212.47	\$267.10	\$325.36	\$447.57	\$51.28
6YD	\$117.01	\$218.97	\$301.22	\$386.86	\$471.90	\$554.61	\$62.81
8YD	\$144.63	\$282.60	\$392.18	\$505.59	\$619.23	\$732.09	\$74.34
LOCKS	12.13						

* All fees subject to adjustment annually based on fluctuations in Garbage and Trash Collection Consumer Price Index during previous calendar year as published by the U.S. Department of Labor, Bureau of Labor Statistics and as provided for and required in current contract with City waste provider."

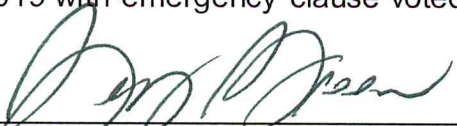
Section 2. All ordinances, or parts of ordinances, in conflict with this ordinance are repealed to the extent of conflict only.

Section 3. If any part or parts of this ordinance are held invalid or ineffective, the remaining portions shall not be affected but remain in full force and effect.

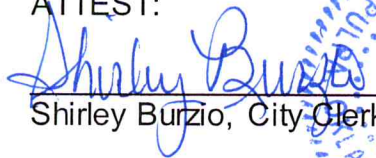
Section 4. Effective Date. The rates reflected in this ordinance shall be in effect from and after July 1, 2019.

Section 5. EMERGENCY. Being immediately necessary that the provisions of this ordinance be put into full force and effect for the preservation of the public peace, health and safety of the City of Sapulpa, Oklahoma, an emergency is hereby declared to exist and this ordinance shall be in full force and effect after its passage, approval, and publication as required by law.


PASSED AND APPROVED in regular session this 5th day of August 2019 with emergency clause voted on separately.


Reg Green, Mayor

ATTEST:


Shirley Burzio, City Clerk

APPROVED AS TO FORM:


David R. Widdoes, City Attorney



AGENDA ITEM

Administration 10.F.

City Council Regular

Meeting Date: August 5, 2019

Submitted For: David Widdoes, City Attorney

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: David Widdoes, Mark Stephens

SUBJECT:

Discussion and possible action regarding a Release of Lien in the amount of \$633.35 for the property located at the southwest corner of West Speer Avenue and North 13th Street, Sapulpa, Oklahoma.

BACKGROUND:

The owner of the subject property has elected to deed the property to the city development authority in exchange for waiver of the \$633.35 in outstanding liens. These lots are suitable for infill development.

RECOMMENDATION:

Staff recommends that the Release of Lien be approved as stated.

Attachments

Map

Letter of violation

Lien Documents

Release of Lien

Location of the property:

South of the Corner of Speer and 13th Street West side of Street between Speer and Muskogee.



City of Sapulpa



425 EAST DEWEY AVENUE . . . P.O. BOX 1130

Sapulpa, OK 74067

IN THE MATTER OF WEED REMOVAL AND MOWING OF PRIVATE PROPERTY BY THE CITY OF SAPULPA, OKLAHOMA

DATE: September 7, 2018

TO: Bonnie Jean Edmondson, if living, and if deceased, unknown successors and all interested parties.

NOTICE: The City of Sapulpa has determined that the below described property is in violation of City Code Section 8-102 and has caused the property to become detrimental to the health, benefit and welfare of the public and the community or a hazard to traffic, or creates a fire hazard. Any person, firm, or corporation violating any provision of City Code Section 8-102 or failing to comply with any of its requirements, including violations of conditions and safeguards established in connection with grants of variances or special exceptions, shall be deemed guilty of an offense, and upon conviction thereof, shall be punished as provided in Section 1-108 of Sapulpa City Code. Each day or any portion of a day during which any violation shall continue shall constitute a separate offense. Each offense shall be punished by a fine not exceeding Two Hundred Dollars (\$200.00) and court costs as set by the city. Provided further that the city attorney is authorized to make application in the prosecution of any offense for an increased or enhanced penalty upon filing of a separate information or complaint in which case said offense shall be punishable by a fine not exceeding Five Hundred Dollars (\$500.00) or thirty (30) days in jail, or both, plus court costs as set by the city.

PHYSICAL ADDRESS:
1040-00-006-000-0-020-00

MAILING ADDRESS:
1096 Bonell Fairplay, CO 80440

LEGAL DESCRIPTION:
BUENA VISTA #1 LOTS 3 THRU 6 INCL. BLOCK 6
SAPULPA, CREEK COUNTY, OKLAHOMA.

In compliance with City Code Section 8-105 you are hereby ordered to mow/cut and remove the weeds on said property and if said work is not done within ten (10) days of the date of this notice, the work shall be done by the City of Sapulpa and a notice of lien may be filed with the county clerk against the property for the costs due and owing the City. Weeds include but are not limited to poisonous vegetation; saplings less than three (3) inches in diameter; diseased or dead trees; vegetation that constitutes a fire or traffic hazard; vegetation that harbors rodents or vermin; vegetation that gives off noxious odors; and all vegetation at any stage of maturity which exceeds twelve (12) inches in height (except healthy trees, shrubs, or produce for human consumption or grown in a tended and cultivated garden). The term "weed" does not include tended crops on land zoned for agricultural use which are planted more than one hundred fifty (150) feet from a parcel zoned for other than agricultural use. Mowing must include all weeds on ground abutting upon any street or alley including any easement or right-of-way areas. You are further on notice that should a finding be made that there is subsequent violation of weeds upon the property, occurring within a six-month period from and after the date of this notice, the weed violations may be summarily abated by the City, with the costs of such abatement assessed against the owner and a lien imposed on the property to secure payment of the same, all without prior notice to the property owner. You may make payment to the City of Sapulpa prior to the filing of a lien. Payment must be made within 30 days after billing date. You are further advised that you may request a public hearing within ten (10) days of the date of this notice.

If you have any questions, please contact the Code Enforcement Officer at (918) 248-5908.

Code Enforcement Officer
City of Sapulpa, Oklahoma



Creek County Treasurer City of Sapulpa, Oklahoma
Notice of Public Nuisance and Lien

My Commission Expires: 3-19-2020 Commission No. _____

FILING OF LIEN - CERTIFIED STATEMENT OF COSTS

To: Creek County Treasurer

By order of the City of Sapulpa, Oklahoma the following referenced property:

Property Owner: Bonnie Jean Edmondson

Property Location: Lots between Speer and Muskogee on 13th, Sapulpa, OK

Property Description: **Lots 3 thru 6, inclusive, Block 6, Buena Vista #1
Sapulpa, Creek County, Oklahoma**

Shall have a lien placed in the amount of \$422.23 for costs incurred for:

- (X) Cleaning and/or mowing of property (Title 11 O.S. § 22-111)
() Demolition and/or securing of structure (Title 11 O.S. § 22-112.1)
() Health Nuisance (Title 63 O.S. § 1-1011)

The liens are filed pursuant to the application of section of State Law as referenced and indicated above.

Dec 11, 2018
Date

Shirley Burzio
City Clerk

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF CREEK)

Before me, the undersigned, a Notary Public in and for said County and State on the 11th day of Dec, 20 18, personally appeared Shirley Burzio, Sapulpa City Clerk, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

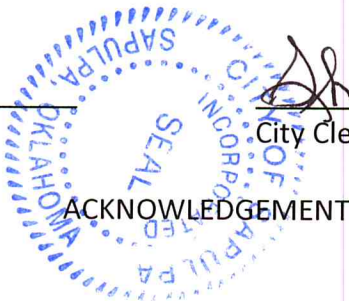
[Signature]
Notary Public

My Commission Expires: 9-4-19

Commission No. 03011419

I-2018-014227 Book: 1169 pg: 820
12/11/2018 10:07 AM pgs: 820 - 820
Fees: \$15.00 Doc: \$0.00

Jennifer Mortazavi
Creek County Clerk
State of Oklahoma



FILING OF LIEN - CERTIFIED STATEMENT OF COSTS

To: Creek County Treasurer

By order of the City of Sapulpa, Oklahoma the following referenced property:

Property Owner: Bonnie Jean Edmondson

Property Location: Lots between Speer and Muskogee on 13th, Sapulpa, OK

Property Description: **Lots 1 and 2, inclusive, Block 6, Buena Vista #1
Sapulpa, Creek County, Oklahoma**

I-2018-014222 Book: 1169 pg: 800
12/11/2018 8:32 AM pgs: 800 - 800
Fees: \$15.00 Doc: \$0.00

Jennifer Mortazavi
Creek County Clerk
State of Oklahoma



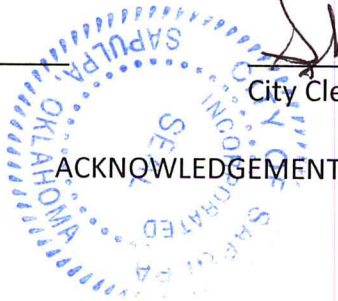
Shall have a lien placed in the amount of \$211.12 for costs incurred for:

- (X) Cleaning and/or mowing of property (Title 11 O.S. § 22-111)
- () Demolition and/or securing of structure (Title 11 O.S. § 22-112.1)
- () Health Nuisance (Title 63 O.S. § 1-1011)

The liens are filed pursuant to the application of section of State Law as referenced and indicated above.

Dec 11, 2018
Date

Shirley Burzio
City Clerk



STATE OF OKLAHOMA)
COUNTY OF CREEK)

Before me, the undersigned, a Notary Public in and for said County and State on the 11th day of Dec, 20 18, personally appeared Shirley Burzio, Sapulpa City Clerk, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

[Signature]
Notary Public

My Commission Expires: 9-4-19

Commission No. 03011419

RELEASE OF FILED LIEN - CERTIFIED STATEMENT OF COSTS

Property Owner: Bonnie Jean Edmondson

Property Location: Lots between Speer and Muskogee on 13th West Side,
Sapulpa, Creek County, Oklahoma

Property Description: Lots 1 and 2, inclusive, Block 6, Buena Vista #1,
Lots 3 thru 6, inclusive, Block 6, Buena Vista #1,
Sapulpa, Creek County, Oklahoma

Whereas, a notice of lien filed by the City of Sapulpa, Oklahoma, a municipal corporation, on the 8th day of November, 2018, recorded in **Book 1165, Page 657**, and certified statement of costs filed on the 11th day of December, 2018, recorded in **Book 1169, Page 820**, and **Book 1169, Page 800**, of the records of the Creek County Clerk, are hereby vacated and released on the above described property.

Reg Green, Mayor

Attest:

Shirley Burzio, City Clerk

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss
COUNTY OF CREEK)

Before me, the undersigned, a notary public in and for said county and state on the _____ day of _____, 2019, personally appeared Reg Green, Mayor of the City of Sapulpa, to me be known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: _____

Commission Number: _____



AGENDA ITEM

Administration 10.I.

City Council Regular

Meeting Date: August 5, 2019

Submitted By: Pam Vann, Finance Director

Department: Finance

Presented By: Pam Vann

SUBJECT:

Discussion and possible action regarding a Resolution of the City of Sapulpa, Oklahoma amending the FY 2019-2020 annual budget by increasing appropriations in the Federal Seizure and Forfeiture Fund in the amount of \$50,000.00 for the purpose of providing funds to purchase 15 tablets including software and installation.

BACKGROUND:

The City previously purchased a Spillman CAD System that is currently being installed. This system will require computer tablets in each of the emergency vehicles. A purchase of 15 tablets is needed at this time in order to train on the new system. The cost of these tablets is \$49,668.30 plus shipping. The Federal Seizure & Forfeiture Fund has a current unappropriated balance of \$82,047.00 which can be used for this purchase.

RECOMMENDATION:

Staff recommends the approval of this Resolution.

Attachments

Resolution #4582

Federal Seizure & Forfeiture Fund Resolution

Federal Seizure & Forfeiture Fund Budget Adjustment

RESOLUTION NO. 4582

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA AMENDING THE FY 2019-2020 ANNUAL BUDGET BY INCREASING APPROPRIATIONS IN THE FEDERAL SEIZURE AND FORFEITURE FUND IN THE AMOUNT OF \$50,000.00 FOR THE PURPOSE OF PROVIDING FUNDS TO PURCHASE 15 TABLETS INCLUDING SOFTWARE AND INSTALLATION.

WHEREAS, The City is in the process of installing a Spillman CAD system that was purchased earlier; and

WHEREAS, this system will require computer tables in each of the emergency vehicles; and

WHEREAS, in order to train on the new system 15 of the tables need to be purchased at this time for a total cost of \$49,668.30 plus freight; and

WHEREAS, the Federal Seizure & Forfeiture Fund has a current unappropriated fund balance of \$82,047.00 which can be used for this purchase,

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

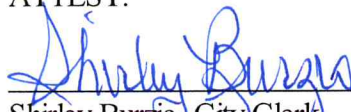
FEDERAL SEIZURE AND FORFEITURE FUND

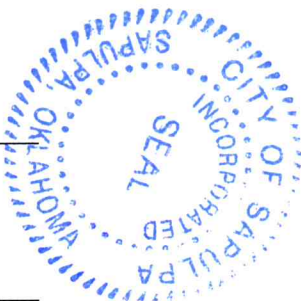
(Increase)	42-542-401 Equipment	<u>\$50,000.00</u>
	Total Appropriations Increase:	\$50,000.00

PASSED BY THE CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA and signed by the Mayor this 5th day of August 2019.


Reg Green, Mayor

ATTEST:


Shirley Burzio, City Clerk



David Widdoes, City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA AMENDING THE FY 2019-2020 ANNUAL BUDGET BY INCREASING APPROPRIATIONS IN THE FEDERAL SEIZURE AND FORFEITURE FUND IN THE AMOUNT OF \$50,000.00 FOR THE PURPOSE OF PROVIDING FUNDS TO PURCHASE 15 TABLETS INCLUDING SOFTWARE AND INSTALLATION.

WHEREAS, The City is in the process of installing a Spillman CAD system that was purchased earlier; and

WHEREAS, this system will require computer tables in each of the emergency vehicles; and

WHEREAS, in order to train on the new system 15 of the tables need to be purchased at this time for a total cost of \$49,668.30 plus freight; and

WHEREAS, the Federal Seizure & Forfeiture Fund has a current unappropriated fund balance of \$82,047.00 which can be used for this purchase,

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

FEDERAL SEIZURE AND FORFEITURE FUND

(Increase)	42-542-401 Equipment	<u>\$50,000.00</u>
	Total Appropriations Increase:	\$50,000.00

PASSED BY THE CITY COUNCIL FOR THE CITY OF SAPULPA,
OKLAHOMA and signed by the Mayor this 5th day of August 2019.

Reg Green, Mayor

ATTEST:

Shirley Burzio, City Clerk

David Widdoes, City Attorney

BUDGET TRANSFER REQUEST

DEPARTMENT	Department Head Signature	Date Requested
Fed Seized & Forfeiture		8/5/2019

PROVIDE FUNDS FOR PURCHASE OF 15 COMPUTER TABLETS

RESOLUTION #	
--------------	--

[illegible]

Date Approved	Finance Director	Date Rejected	Reason

Date Approved	City Manager	Date Rejected	Reason

FY 19-20		Transfer :	#19-
----------	--	------------	------

[illegible]



Informational Items 12.A.

City Council Regular

Meeting Date: August 5, 2019

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
AUGUST 6, 2018

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 will begin in July.	None.
3.	SeneGence/Westside Sewer Plan	Josh Muskopf, P.E.	E		Survey and geotech complete. Potholing of conflicting utilities upcoming as preliminary design begins ahead of schedule.	None.
4.	Sapulpa Fire Training Facility Waterline	Josh Muskopf, P.E.	E		Permit approvals from ODOT, ODEQ, and Stillwater Central Railway received. Final plan review underway.	None.
5.	Hobson Street Study	Josh Muskopf, P.E.	P		Study area flow monitoring underway. Survey complete.	None.
6.	Frankoma Road Sanitary Sewer Extension	Josh Muskopf, P.E.	P		Survey, environmental information document and engineering report in progress.	None.



AGENDA ITEM

Administration 10.G.

City Council Regular

Meeting Date: August 5, 2019

Submitted By: Amy Hoehner, Legal Assistant

Department: City Manager

Presented By: Joan Riley

SUBJECT:

Discussion and possible action regarding the Collective Bargaining Agreement between the City of Sapulpa and the Fraternal Order of Police Lodge No. 94, effective July 1, 2019 through June 30, 2020.

BACKGROUND:

Both parties have met in good faith and in the spirit of cooperation. The attached agreement resolves any outstanding labor issues between the parties and covers the period of July 1, 2019 through June 30, 2020.

RECOMMENDATION:

Staff recommends that the proposed CBA be approved and ratified by Council. Should discussion of the negotiations process be desired, Council should enter into Executive Session for that purpose.

Attachments

FOP CBA 19/20

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF SAPULPA OKLAHOMA

A Municipal Corporation

and

FRATERNAL ORDER OF POLICE

Lodge No. 94

2019-2020

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ARTICLE I RECOGNITION

Employer recognizes Lodge 94, Fraternal Order of Police as the exclusive bargaining agent for all employees of the Sapulpa Police Department except:

- A. Police Chief and his designated Administrative Assistant;
- B. Probationary Police Officer (defined as those employees who have not completed their initial one (1) year employment with the Sapulpa Police Department), and Civilian employees.

ARTICLE 2 DURATION AGREEMENT

- Section 1.** This agreement shall be effective as of July 1, 2019 and shall remain in effect through June 30, 2020.
- Section 2.** The term of the agreement shall be one (1) year. This Agreement shall be extended upon the mutual agreement of both parties.
- Section 3.** Whenever wages, rates of pay, or other matters requiring appropriation of monies by the Employer are included as matter of collective bargaining, it shall be the obligation of the Lodge to serve written notice of request for collective bargaining on the Employer at least one hundred twenty (120) days prior to June 23rd of each year, the last day on which monies can be appropriated by the Employer to cover the contract bargaining procedure.
- Section 4.** It shall be the obligation of the Employer to meet at a reasonable time and confer in good faith with the representatives of the Lodge within ten (10) working days after receipt of written notice from the FOP requesting a meeting for collective bargaining purposes.

ARTICLE 3 PROHIBITION OF STRIKES

- Section 1.** The Police Department and its members agree that they shall have no right to engage in any work stoppage, slowdown, or strikes as defined in 11 O.S.A. § 51-102(3).

ARTICLE 4 PREVAILING RIGHTS

- Section 1.** All rules, regulations, fiscal procedures, working conditions, departmental practices, and manner of conducting the operation and administration of the Police Department currently in effect on the effective date of this Agreement or duly adopted during term of the Agreement in accordance with Article 5 below, shall be deemed a part of this Agreement, unless and except as modified or changed by terms of this Agreement.
- Section 2.** Municipal fees established by the City Council and Sapulpa Municipal Authority and applicable to City Employees shall also be applicable to members of the Police Department.

ARTICLE 5 RIGHTS OF MANAGEMENT

- Section 1.** The Lodge recognizes the prerogative of Employer to operate and manage its affairs in all respects in accordance with its responsibilities and with such conditions affecting the public welfare as they may arise, and all of the powers and authority not specifically delegated or modified by this Agreement are retained by Employer. Employer retains the right in accordance with all applicable laws and regulations, as follows:
- A. To manage and direct all employees of the Police Department;
 - B. To hire, promote, transfer, assign, retain, and schedule work hours and places of work of employees in positions with the Police Department;
 - C. To suspend, demote, discharge, or take other appropriate disciplinary action against members of the Police Department for just cause in accord with appropriate procedures;
 - D. To relieve employees from duty for reduction of force caused by lack of work, funds, or other legitimate reasons;
 - E. To maintain the efficiency of the operations of the Police Department;
 - F. To determine the methods, means, procedures, and personnel by which the police operations are to be conducted;

- G. To establish the organization and structure for the Police Department, including right to organize, reorganize, and determine and establish classification and ranks based upon duties assigned, provided that any reduction in ranked positions through attrition will be announced forty-five (45) days in advance of said reduction to allow the FOP to discuss the reduction with the Chief.
- H. To establish internal security practices and procedures; and
- I. Employer and Lodge recognize that certain non-contractual matters have been heretofore handled by the Policy and Procedures Manual endorsed by the Chief of Police, and will in the future, be handled in such manner provided written notice of proposed amendments or updates to the manual, or other memos relating to policy be given employees in advance.

ARTICLE 6 MANAGEMENT-UNION COMMITTEE

- Section 1.** The Management-Union Committee shall be comprised of the Chief of the Police Department and one (1) management designee, and the President of the Lodge and one (1) Lodge designee and they shall meet as needed at a mutually agreeable time. The meeting must be held within five (5) business days of a written request by either party.
- Section 2.** The purpose of such meetings shall be to encourage and facilitate communication between the parties, and to discuss matters of mutual concern including, but not limited to, pending and potential grievances, procedures for avoiding future grievances, review and recommendations of rules and regulations, programs for improved efficiency, effectiveness, and productivity; and other issues which would improve the relationship between the parties.
- Section 3.** Meetings will be held during normal business hours, Monday through Friday, 8:00 o'clock a.m. to 5:00 o'clock p.m., excluding holidays.

ARTICLE 7 OFFICIAL BUSINESS

The Employer and the Lodge agree that certain parties shall have time off without loss of pay in accordance with the following provisions:

- Section 1.** The President, and up to two (2) additional members of the Lodge that are chosen by the President, shall be allowed off to attend scheduled Lodge functions not to exceed one hundred twenty (120) hours per each calendar

year. With approval of the Chief of Police or his designee, an additional twenty-four (24) hours may be utilized per calendar year. Said time off shall be subject to the discretion of the Chief of Police based upon the needs of the police force on those days. The Chief of Police will be given written notice five (5) business days prior to the function that the President and up to two (2) additional members will be away to attend that function.

Section 2. Three (3) members of the Lodge shall be offered time off to participate in negotiations and to participate in arbitration proceedings in regard to disputes arising out of this Agreement. No overtime or call back will be earned for attending these meetings. The time off provision included herein applies for those on duty and does not allow additional pay for those not working at the time of negotiations or at the time of an arbitration.

Section 3. For purposes of this article, official business of the lodge would consist of the following (all subject to the 120-hour limit in Section 1 above):

- A. National or State FOP conferences, seminars, board meetings, or other activities related to the business and duties of the FOP.
- B. Beginning July 1, 2015, the Police Chief shall have the discretion to deny time off for Official Business if there is not a training component included within the conference, seminar, or board meeting, it being the intent of this provision that a public purpose is met by the continuing education component of the official business.

Section 4. With the exception of the allowance in Section 2 above, contract negotiations are not included in the definition of official business.

ARTICLE 8 PERSONNEL FILES

Section 1. It is agreed that all material concerning complaints and reprimands for violation of rules, regulations, or policies that are placed in an Employee's personnel file shall result in notification by Employer to Employee of said action.

Section 2. A member shall be allowed to review his own personnel file under appropriate supervision of the Chief or his designee during normal business hours, Monday through Friday, 8:00 o'clock a.m. to 5:00 o'clock p.m., excluding holidays.

Section 3. In the event a legally authorized third (3rd) party, not a representative of the City or the Employee, examines an Employee's personnel file, such Employee will be given notice of such examination as soon as practicable.

ARTICLE 9 PERSONNEL REDUCTION

Section 1. In the event of personnel reduction or layoffs, the Employee with the least seniority shall be laid off first, subject to a thirty (30) day notice to the Lodge President and the Employee or Employees to be affected, for the purpose of providing the opportunity for incumbent Employees to exercise their pension options. Time in the Sapulpa Police Department shall be given the utmost consideration in the event of layoffs.

Section 2. No new employee shall be hired until the Employee(s) laid off within the last twelve (12) months and the Lodge has been notified by certified mail. The mailing of said notice by certified mail at the address last given to the City of Sapulpa by said employee shall be deemed compliant with said requirement. Any such employee previously laid off shall have fourteen (14) days subsequent to the mailing of said notification in which to notify the City Manager of the City of Sapulpa or his designee in writing by certified mail addressed to the City Manager, P.O. Box 1130, Sapulpa, Oklahoma, 74067, of his or her intention to return to work within fourteen (14) days of the mailing of the City's notice. Said employee shall not automatically be rehired until said employee is determined to be physically and mentally eligible for employment in the Police Department. The employee must report for duty within fourteen (14) days of being determined to be eligible for employment.

Note: Nothing contained in this section shall preclude the City from offering re-employment to an employee who has been on lay off for more than twelve (12) months.

ARTICLE 10 DUES

Section 1. Employees covered by this Agreement may authorize payroll deductions for the purpose of paying Lodge dues. No authorizations shall be allowed for payment of initiation fee, assessments, or fines.

Section 2. The Lodge will initially notify the Employer as to the amount of dues. Such notification will be certified to the Employer in writing over the signature of an authorized officer of the Lodge. Changes in association membership dues will be similarly certified to the City and shall be done at least one (1)

month in advance of the effective date of such change.

- Section 3.** Dues shall be deducted semi-monthly and the funds deducted shall be remitted to the Treasurer of the Lodge within fifteen (15) days. The Lodge will indemnify, defend, and hold the Employer harmless against any claims made and against any suits instituted against the Employer on account of payroll deductions of Lodge dues.
- Section 4.** This payroll deduction shall be revocable by the Employee or the Lodge notifying the Employer in writing on a prescribed form. The Lodge shall be notified on any revocation.
- Section 5.** For the purpose of putting this article into effect, the Employer will furnish the Secretary of the Lodge with forms for such individual authorization.

ARTICLE 11 RESIDENCY REQUIREMENT

Members of the Police Department shall have the right to reside outside the City limits provided the Employee is in compliance with vehicle use policies and procedures of Employer and makes adequate arrangements to permit a rapid return to duty in case of emergency. Those arrangements must be approved by the Police Chief.

ARTICLE 12 SICK LEAVE

- Section 1.** Sick leave may be taken for reasons of personal illness, injury or serious illness in the employee's immediate family.
- Section 2.** Each employee shall accrue paid sick leave at the rate of twelve (12) hours for each full calendar month of service. A maximum of twelve hundred (1200) hours of sick leave may be accrued by employees.
- Section 3.** As an incentive to build and maintain nine hundred sixty (960) hours of sick leave, all days accrued over nine hundred sixty (960) hours may be converted to monetary compensation at a rate of sixty-five percent (65%) of the daily rate of pay at the time of conversion. Such conversion may occur only once per year in the month of December and then only after receipt of a "sick leave pay voucher" completed by the employee and submitted to the payroll department.
- Section 4.** After seventeen (17) years of employment as a police officer with the City of Sapulpa, an officer may elect to participate in the City's "Sick Leave Conversion" program. This program allows officers to convert a portion of their sick leave to monetary compensation and have that compensation

added to their gross pay on a pay period basis. The following guidelines apply to this conversion plan:

- A. Accrual of additional sick leave hours stops at the time of entry into the Plan.
- B. Employees may convert a total of one hundred ninety-two (192) hours annually. This amount is based on ninety-six (96) hours previously accrued plus ninety-six (96) hours that would have been accrued during the coming year.
- C. The monetary conversion shall be reduced by the employer's percentage contribution currently specified in the Police Pension Act, the statutorily required employer's percentage contribution specified for Medicare and an amount of five percent (5%) to cover any increased overtime and administrative costs.
- D. After the applicable deductions, the annualized amount shall be divided and added as supplemental wages to the officer's pay in an equal amount each pay period.
- E. Once an officer opts to participate in the plan, he/she may NOT leave the Plan unless the officer's leave balance is less than three hundred twenty (320) hours.
- F. Based on leave balance requirements (Section "E" above) an officer may withdraw at any time but cannot re-enter.
- G. An officer who wishes to participate in the Plan must provide the City with written notification of such intent no later than March 1 of any year.
- H. Based on an officer's written notification of intent to participate in the Plan, (Section "G" above), participation shall start on the following July 1.
- I. At the time of retirement, the payout of accrued sick leave is based on current contract provisions for payment of sick leave at the time of retirement.
- J. Officers who participate in the Sick Leave Conversion Plan permanently lose eligibility to draw time from the Sick Time Pool.

Section 5. Upon retirement by a police officer, such police officer shall be paid compensation for any accrued sick leave existing upon such retirement at the rate of ninety percent (90%) of salary then applicable to him if such officer has a minimum of eight hundred (800) accrued hours of sick leave

upon retirement, or if such officer has less than eight hundred (800) accrued sick hours then at a rate of eighty percent (80%) of salary then applicable to him.

All officers hired prior to July 1, 2005, upon retirement by a police officer such police officer shall be paid compensation for any accrued sick leave existing upon such retirement at the rate one hundred percent (100%) of salary then applicable to him if such officer has a minimum of eight hundred (800) accrued hours of sick leave upon retirement, or if such officer has less than eight hundred (800) accrued sick hours then at a rate of eighty-five percent (85%) of salary then applicable to him.

Section 6. To qualify for sick time buy back, retirement must be a recognized retirement covered by the Oklahoma Police Pension System; vested benefit status does not qualify for buy back. If a police officer desires to take his/her days accrued instead of, and in lieu of the monies to be paid him/her, he/she may do so by converting his/her sick leave at the rate of sixteen (16) hours of sick leave for eight (8) hours of early retirement taken prior to twenty (20) full years of service so as to bring the total time of employment to twenty (20) full years.

Section 7. In the event of an employee's death, one hundred percent (100%) of the employee's accrued sick leave existing at the time of death shall be paid to the employee's beneficiary designated on the Employer provided life insurance policy.

Section 8. SICK-TIME POOL - Any officer of the Police Department with one-year service may become a member of the "Sick Time Pool" by donating an initial contribution of twenty-four (24) hours. The "Sick Time Pool" is intended to serve as an extra insurance backed by the Officers, therefore, members must have donated the initial contribution of twenty-four (24) hours for membership prior to onset of injury or illness. Any donation into the pool may not be removed to the Officer's personal sick bank without a majority vote of the pool members. Such transaction forms will be provided by the City of Sapulpa for transactions. The President of the FOP Lodge 94 will be the Administrator of the "Sick Time Pool". The Lodge Secretary/Treasurer will keep an up to date record of the time in the pool. The City of Sapulpa agrees to follow the decisions of these members. In the event that a member chooses not to donate additional days assessed by the other members of the pool, said member is no longer eligible to draw days from the pool. Officers must have depleted all accrued sick and vacation leave prior to receiving days from the pool. No more than two hundred forty (240) hours at a time may be disbursed to a member upon request. Sick time will be disbursed from the pool to any officer of the Police Department who is a member of the pool. Any member of the pool needing sick days must submit a written request to the Lodge President. The Lodge President will post a meeting of the members to be held within

ten (10) calendar days of said request. A majority vote of the members present at said meeting shall be final.

Section 9. Employees who are absent from duty for reasons which entitle them to sick leave shall notify their Supervisor within one (1) hour of their shift start time, if physically able to do so.

Section 10. An employee shall not carry outside employment, away from home, while on sick leave without the written approval of the Chief or his designee. The Chief's decision shall be made in a timely manner.

Section 11. Sick leave with pay in excess of three (3) consecutive shifts for reasons of personal illness, injury or serious illness in the employee's immediate family may require the presentation of an acceptable written statement submitted to the Chief or his designee by a physician certifying that the employees' condition or his immediate family's condition prevented him from appearing for work. "Immediate family" in this article shall be those family members defined in Article 13, Section A and Section B of this Agreement.

ARTICLE 13 FUNERAL LEAVE

If a death occurs among members of the Employee's immediate family, such Employee will be granted forty (40) hours off with pay, not chargeable to the sick leave account of the Employee. Such off-time shall begin immediately succeeding the date of death and shall not include any days off previously scheduled by the Employee. The Police Chief may authorize additional days off depending upon individual circumstances, but any such additional time off shall be charged to sick leave or compensatory time of the Employee.

- A. Immediate family is defined as the Employee's spouse, children, father, mother, brother, sister, nephew, niece, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandparent, father-in-law, mother-in-law, or a relative living in the home of the Employee immediately prior to death;
- B. The Employee's spouse's immediate family as defined in (A) of this Article.
- C. If a death of an Employee's cousin, aunt, or uncle occurs, the Employee shall be entitled to one (1) shift off with pay.
- D. The Employee will provide the Employer with proof of death in the family as defined in (A), (B), or (C) above if required.

ARTICLE 14 VACATIONS

Section 1. The Employer and FOP agree that each police officer will receive the following vacation days:

- A. Employees hired after July 1 of any calendar year shall accrue vacation during the remainder of such calendar year for use after January 1 of the following calendar year on a pro-rata share of one hundred seventy-six (176) hours.
- B. Thereafter, beginning with July 1 after the initial date of hire and for each of the next five (5) fiscal years of active service, employees shall accrue one hundred seventy-six (176) hours vacation for use in each of the years following such accrual. Accordingly, an employee will be granted one hundred seventy-six (176) hours vacation for use in each of the second (2nd) through sixth (6th) fiscal years of service.
- C. During each of the sixth (6th) through tenth (10th) fiscal years of active service, employees shall accrue one hundred ninety-two (192) hours vacation for use in each of the years following such accrual. Accordingly, an employee will be granted one hundred ninety-two (192) hours vacation in each of the seventh (7th) through eleventh (11th) fiscal years of service.
- D. During each of the eleventh (11th) through fourteenth (14th) fiscal years of active service, employees shall accrue two hundred twenty-four (224) hours vacation for use in each of the fiscal years following such accrual. Accordingly, an employee will be granted two hundred twenty-four (224) hours vacation in each of the twelfth (12th) through fifteenth (15th) fiscal years of service.
- E. During the fifteenth (15th) fiscal year of active service and, thereafter employees shall accrue two hundred forty (240) hours vacation for use in each of the years following such accrual. Accordingly, an employee will be granted two hundred forty (240) hours vacation in the sixteenth (16th) fiscal year and for each fiscal year thereafter following a fiscal year of active service.
- F. For Officers hired on or subsequent to January 1st, 2016, the number of hours for accrual listed in Sections A thru E are reduced by sixteen (16).
- G. For the calendar year of 2017, employees will accrue vacation at their respective pro-rata rate from January 1, 2017 to June 30, 2017.

Accordingly, an employee will be granted the use of said vacation hours to be used from January 1, 2018 to June 30, 2018. Starting July 1, 2018, employees will accrue vacation per Sections A thru F.

Section 2. Vacation days shall be granted on a Fiscal Year basis and must be used within the Fiscal Year granted; provided that during FY 2018-19, the parties agree on a one (1) year trial basis to permit Employees to float no more than two (2) shifts of vacation during the Fiscal Year the next calendar year, said float subject to the approval of the Chief.

Section 3. Vacations shall be scheduled with the approval of the Police Chief.

ARTICLE 15 INSURANCE

The City and FOP agree that each police officer covered by this agreement will receive the following insurance benefits:

A. Health Insurance:

1. Each bargaining unit employee will receive individual personal health insurance coverage paid for by the Employer at the same portion paid by the City for all other employees. Benefits shall be the same as those offered by the City per plan offered to all other employees, and negotiated with the members of the bargaining agent and made effective May 1, 2016.
 - a. The premium cost paid by officers covered by this bargaining agreement shall be the same range of plan premium costs offered by the City to all other employees.
 - b. Upon notice of a premium change, either party may re-open negotiations on the insurance premium issue.
2. The City will make family health insurance coverage available to any police officer with all of the same benefits as single coverage as provided by the respective plans offered by the City to all other employees.
 - a. The premium cost paid by officers covered by this bargaining agreement shall be the same range of plan premium costs that are paid by non-bargaining unit employees.

The employee premium costs referenced in Sections 1 and 2 of this Article are subject to modification only if changed for all City employees.

- b. Upon notification of a premium change, either party may re-open negotiations on the insurance premium issue.

3. Parties agree to establish a committee that will include members from the IAFF, the FOP and non-uniform employees for the purpose of discussing and reaching agreement on any changes to the insurance benefits provided by the City. The parties agree that this committee will meet at least quarterly and more often if necessary in order to accomplish its objectives.
4. Parties agree that either may request that Article 15 be reopened if the Insurance Committee determines that significant insurance changes need to be made.

B. Life Insurance:

1. Each police officer will receive life insurance coverage in an amount equal to his annual salary, rounded to the nearest \$500.00. This policy shall provide that if the police officer is killed on duty, in the line of duty, or is injured in a manner that results in death, then the indemnity of triple the basic amount shall be paid, and if death or injury resulting in death occurs off-duty by accidental means, triple the basic amount shall be paid. In no event shall accidental life insurance benefits, regardless of whether on or off-duty, exceed \$200,000.00.
 - a. Premium cost paid by City = 100%
 - b. Premium cost paid by Employee= 0
2. Each police officer's spouse shall have life insurance coverage in the amount of \$5,000.00 with dependent children covered in the amount of \$3,000.00 each.
 - a. Premium cost paid by City = 100%
 - b. Premium cost paid by Employee = 0
3. No person may be covered:
 - a. As a dependent and an employee; or
 - b. As a dependent of more than one employee.
4. Police officers who retire during the term of this Agreement will be allowed to continue their health insurance plan at their own expense, in accordance with O.S. 11 § 23-108, subject to continued approval of the insuring agent and subject to the provisions of COBRA.
5. At such time as Employer may undertake to review and evaluate present insurance packages provided for employees, the Lodge shall have full

opportunity for input into the needs of police officers for different types of coverage.

ARTICLE 16 SHIFT ASSIGNMENT

Section 1. In accordance with Rights of Management, Management has the right to transfer, assign, retain, and schedule work hours and places of work of employees in positions within the Police Department.

Section 2. Management retains the right to re-assign an employee on a permanent or semi-permanent basis to one of the other regularly assigned shifts if departmental operational needs arise. Such reassignments will only be implemented for periods of one (1) week or more. Situations that persist less than one (1) week will be staffed in accordance with the overtime and callback provisions of Article 17.

To allow officers to rearrange their personal affairs, anyone who is reassigned to another shift on a permanent or semi-permanent basis will be given two (2) weeks notice prior to the change. The affected officer may waive said notice, and management may implement a permanent or semi-permanent change without notice to address operational needs that may affect the public safety and welfare of citizens and department employees as determined by the Chief of Police.

Section 3. It is the goal of management to assign officers to a regularly scheduled work shift consisting of consecutive workdays followed by consecutive days off.

Patrol Division:	A Squad	6:00 a.m. to 6:00 p.m.
	B Squad	6:00 a.m. to 6:00 p.m.
	C Squad	6:00 p.m. to 6:00 a.m.
	D Squad	6:00 p.m. to 6:00 a.m.

Detective Division:	First Shift	7:45 a.m. to 4:00 p.m.
	Second Shift	2:45 p.m. to 11:00 p.m.

Services Division:	First Shift	6:45 a.m. to 3:00 p.m.
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Rover/Special Shift	Determined by Management
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Division Commanders	Determined by Management
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Section 4. General Shift Assignment changes in the Patrol Division will be conducted once per year, effective July 1.

Any officer requesting a change in division or assignment shall submit a written request to the Police Chief no later than April 1.

On or before the first Monday in April of each year, the Patrol Commander will post a list of all Patrol Supervisors by seniority and a schedule for Patrol Supervisors to bid their shift preference. Shift bidding and the assignments for those supervisors will be completed by the following Friday. The Chief of Police will determine the number of officers to be assigned to each shift.

On or before the third (3rd) Monday in April of each year, the Patrol Commander will post a list of all Patrol Officers by seniority and a schedule for Patrol Officers to bid their shift preference.

The Shift Bidding process for Non-Supervisory Patrol Officers will be conducted as follows:

Officers will be scheduled to bid their shift in order of seniority. Each officer will mark their selection on a Bid List that contains a specific number of slots on each shift. To afford each officer an opportunity to make a fully informed selection, the Bid List will indicate the Supervisors assigned to each shift. As officers bid for assignment slots, their choices will remain apparent for officers who subsequently bid. Whoever is assigned by the Chief of Police to oversee the Shift Bid process will ensure that officers are informed of foreseeable limitations such as SOT member limitations, etc.

Officers who do not make prior approved arrangements and then fail to arrive at their scheduled time will be placed at the bottom of the seniority list and will be assigned an open slot on a shift after the bid process is completed.

The Patrol Commander will submit to the Chief of Police the final Shift Bid List for approval. The Chief of Police will review the Shift Bid List when it is completed. If needed, the Chief of Police may alter the list to address Departmental needs, such as manpower, experience level issues, personality conflicts, etc.

The finalized Shift Assignment roster will be posted within three (3) business days of the completion of the bidding process.

ARTICLE 17 OVERTIME

Section 1. Employees of the Police Department who are required to put in overtime hours or call back duty hours shall receive overtime compensation in accordance with the Sections set forth below.

Section 2. Employees covered under this contract shall be required to complete eighty-four (84) hours of service per work period, which is defined herein as a period of fourteen (14) days. All service performed in excess of said eighty-four (84) hours shall be considered overtime. Services performed, or time worked, shall be that time worked within the meaning of the Fair Labor Standards Act and shall include such time away from the job as vacation time, funeral leave or compensatory time taken off. Sick leave and unpaid leave shall not be counted as hours worked.

End of Shift Premium. Employer agrees to pay a premium payment of straight time rates to employees covered hereunder, when the employee is required to stay fifteen (15) minutes or more past the end of his scheduled shift. The pay shall be for the actual amount of time spent after shift, shall be paid at straight time rates and must be approved by the shift supervisor. Any such time worked past end of shift shall be counted as time worked for the purpose of calculating overtime.

Section 3. Call back time is defined as service required during times other than regularly scheduled work shifts when the officer is away from the workplace and must be called back into service.

Section 4. Compensation for overtime worked shall be made a rate of one and one half (1-1/2) times the regular rate. When officers work overtime, they shall indicate on their Time Sheet whether compensation is requested in the form of Comp Time or money. Compensation shall be in the form of money for any officer who has accrued one hundred twenty (120) or more hours of compensatory leave as the effective date of this contract and shall remain in such form until the level of compensatory time banked shall fall below one hundred twenty (120) hours.

Section 5. Justification for overtime hours or call-back duty hours shall be subject to approval of the Chief of Police Department who shall also regulate scheduling of the compensatory time off and all policy relating to permission to perform overtime.

Section 6. Court time shall be considered call back time and shall be compensated for accordingly unless the officer is reimbursed by some party other than the City for necessary Court appearance. Officers who are subpoenaed to court shall contact the appropriate authority within twenty-four (24) hours prior to the scheduled date and time to determine if their appearance is necessary.

Section 7. Employees who are called back to duty or court in excess of one (1) hour

prior to their scheduled shift shall receive a minimum of two (2) hours overtime compensation. Employees who are called back to duty or court within one (1) hour of their scheduled shift shall receive one and one half (1-1/2) times their regular rate of pay.

Section 8. Employees who are required to work holidays set forth below, except as set forth below, shall receive their regular rate of pay plus double time for hours actually worked or an equivalent amount of compensation time. Any Employee called back to work on a holiday set forth below shall be paid at the same rate of compensation as Employees scheduled to work said holiday. These holidays shall be:

2019-2020

<u>Independence Day</u>	<u>July 4, 2019</u>
<u>Labor Day</u>	<u>September 2, 2019</u>
<u>Veteran's Day</u>	<u>November 11, 2019</u>
<u>Thanksgiving Day</u>	<u>November 28, 2019</u>
<u>Christmas Eve</u>	<u>December 24, 2019</u>
<u>Christmas Day</u>	<u>December 25, 2019</u>
<u>New Year's Day</u>	<u>January 1, 2020</u>
<u>Martin Luther King Day</u>	<u>January 20, 2020</u>
<u>Good Friday</u>	<u>April 10, 2020</u>
<u>Memorial Day</u>	<u>May 25, 2020</u>

For personnel in the detective division, the school resource officer, and those employees with the rank of Lieutenant and above, when an authorized holiday falls on an officer's day off, the previous or following business day shall be observed as the official day off. Should the employee be required to work on the authorized holiday, he shall be entitled to his regular straight time pay plus straight time for any hours worked. When vacations are scheduled, should a holiday occur within that period, such day shall not be counted as a day of vacation, but neither shall the employee accrue an additional day off.

When an officer works a holiday assignment funded by a grant, the officer shall be paid at their regular rate of pay plus one-half (1/2) time.

Section 9. All police officers shall have the right to disburse their compensatory time earned in the following manner subject to the approval of the Chief or his designee.

- A. Time off.
- B. Buy or sell compensatory time.
- C. Trade time for time worked; and the terms of this Section are subject to the 120-hour compensatory time cap. In other words, no one who would receive compensatory time pursuant to a transaction authorized by this section may do so once they have accumulated the 120-hour maximum.
- D. Officers will have an opportunity twice annually to sell comp time back to the City. This annual selling is voluntary and will be paid with the June 16 and/or November 16 paychecks.
- E. For an officer to sell comp time, a written request shall be submitted to the Chief between April 1 and May 15 and/or September 1 and October 15. An officer will have the option of selling a total of sixty (60) hours per year of accrued comp time at their regular hourly rate. If the request exceeds the amount available at the time of the request or at the time payment is due, the City shall deny the request. Payment shall be by separate payroll check and shall not be included with the monthly pay regularly received by the officer.

Section 10. All call back, overtime, or end of shift premium time shall be rounded to the nearest quarter hour increments.

Section 11. When-call back and overtime is worked by Officers and the assignment is funded by a grant the Officers shall be paid for by compensation in the form of a separate payroll check and will not be applicable towards the one hundred twenty (120) hour comp time bank.

Section 12. The hourly rate of all employees under this contract shall be calculated on two thousand one hundred forty-five (2145) hours per year.

Section 13. Deleted.

ARTICLE 18 SAFETY COMMITTEE

Section 1. The Employer and Lodge agree to the establishment of a Safety Committee to be composed of the Police Chief or his designee, one (1) officer having the rank of Lieutenant or above chosen by the Chief or his designee, and two (2) police officers chosen by the Lodge. Such Committee shall meet whenever needed to discuss safety procedures, hazards in work conditions, equipment, any other items in which the safety of the police officers are involved. The Safety Committee shall submit a written report to the City Manager or his designee concerning those

hazards that have not been corrected within a reasonable period of time.

- Section 2.** Either the Chief, or the Lodge President, or his designee, may request a meeting to discuss safety matters and such meeting shall be held within seven (7) business days, excluding holidays.

ARTICLE 19 WAGES

- Section 1.** Effective July 1, 2019 the pay chart shown in Appendix A shall become effective through June 30, 2020. Effective July 1, 2019, all Employees shall initially be placed on Appendix A pay chart at the same hourly rate as they were on June 30, 2019.
- Section 2.** Appendix A reflects that Employees will be paid on a twice a month basis. All payments and deductions referred to in the Agreement shall be adjusted based upon a twice a month payment system and shall occur on the first and/or second paycheck of the month as applicable.
- Section 3.** For FY 2019-2020, the Employer agrees that each Employee covered under this Agreement will receive an annual step increase in the pay chart shown in Appendix A to be effective on a Police Officer's initial employment anniversary. For Supervisors, the date of promotion anniversary shall be used for the annual step increase. Following FY 2019-2020, this step increase will be given to all Employees who receive a rating of standard or above on their job performance evaluation from their evaluating supervisors and as approved by the Chief or his designated representative. If an Employee does not meet a rating of standard or above on their job performance evaluation, the supervisor shall again rate the employee on their job performance three months. If the employee's job performance evaluation is standard or above, they shall receive their step increase on that date with no back pay to their anniversary.
- Section 4.** When Employees are promoted to a higher pay grade, the Employee shall be paid at the lowest step of the higher rank which provides an increase of at least three percent (3%) per month over the Employee's previous base pay.

ARTICLE 20 SHIFT DIFFERENTIAL

Officers assigned to C and D Squad / Night Shift shall receive shift differential in the amount of fifty dollars (\$50.00) per month.

ARTICLE 21 SENIORITY

Section 1. Seniority will commence from the date on which the Employee becomes a regular employee upon satisfactory completion of the one (1) year probationary period.

Section 2. Seniority shall be a factor to be considered by the Chief of Police in determining the priority of each Employee to:

- A. Time off when annual vacation is granted;
- B. Time when compensatory time-off is granted;
- C. Shift assignments;
- D. Regular days off.

For the purpose of items A through D in this Section, seniority will be based on rank and then continuous service length.

Section 3. Provided, that provisions of this Article shall not exclude such other seniority rights in existence on the effective date of this Agreement, save and except those existing provisions as may be specifically changed or modified by this Agreement.

Section 4. Each provision of this Article shall be exercised so as not to adversely affect the interests of the Employer.

Section 5. To avoid two (2) or more employees having the same seniority, only one (1) newly hired police officer will be scheduled for his first day of work in a single day.

ARTICLE 22 EDUCATIONAL BENEFITS

Section 1. The Employer agrees to pay to each officer who has completed studies relating to courses at accredited universities or colleges that are accredited by one (1) of the six (6) regional accreditation organizations recognized by the U.S. Department of Education and Council for Higher Education, in accordance with the following schedule:

30-59 hours	\$40.00 per month
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Associate Degree	\$55.00 per month
61 hours or more	\$70.00 per month
Bachelor's Degree	\$120.00 per month
Master's Degree	\$130.00 per month

Section 2. An officer holding multiple degrees shall only receive compensation identified for the highest single degree or highest amount of hours for which he qualifies.

Section 3. The Employer shall reimburse any employee of the bargaining unit for tuition incurred in required courses leading to a Bachelor's Degree in criminal justice, or other which may benefit the City of Sapulpa as determined by the Chief, based on received grades, as follows:

100% for A; 75% for B or P (pass); and 50% for C as hereinafter set forth in this Article.

The approved costs herein provided shall not exceed the prevailing fee structure for Rogers University or OSU - Tulsa. Tuition is defined to mean the cost of class enrollment only and does not include books, parking, fees, etc. All reimbursements shall be made to an employee within forty-five (45) days of the Chief or his designee receiving verification of the employee's reimbursable grade. All reimbursement to be made under this provision shall be made to the employee for those beginning course work after the effective date of this contract.

Employees receiving reimbursement agree to remain in the employ of the City in good standing for a period of not less than twelve (12) months from the date of receipt of the Employee's last reimbursement, or be liable to refund and payback all reimbursements made by City within the last twelve (12) months of employment.

Section 4. Effective November 1, 2012, Officers holding an Advanced CLEET Certification shall receive one hundred dollars (\$100.00) per month. Officers holding an Intermediate CLEET Certification shall receive fifty dollars (\$50.00) per month.

ARTICLE 23

CLOTHING/CLEANING/EQUIPMENT ALLOWANCE

Section 1. The Employer agrees to pay each police officer a clothing/cleaning/equipment allowance of one hundred forty-seven dollars (\$147.00) per month for the maintenance of their uniforms, vehicles, and

equipment. The parties agree to eliminate cell phone allowances until an Employee promotes to the rank of Sergeant, and to adjust the uniform allowance as appropriate for the transition.

Section 2. The Employer agrees to maintain a vacuum and cleaning supplies at the station for the convenience of the officers, with said supplies being requisitioned. In addition to the monthly allowance provided in Section 1 of this Article, The employer agrees to allow all officers use of the City Car Wash, if and when operational.

Section 3. Any officer who completes twelve (12) years of continuous uninterrupted service, with the Sapulpa Police Department may elect to have the clothing/cleaning/equipment allowance added to base wages.

Section 4. Officers that have been laid-off and rehired, under the provisions set forth in Article 9, will count total service time to satisfy the requirement of twelve (12) years of continuous uninterrupted service.

Section 5. Employees that do not avail themselves under Article 9, Section 2 of this contract, will be deemed to have forfeited their rights under Article 23, Section 3, due to non-compliance with the continuous service requirement.

Section 6. It is the responsibility of the employee to notify the Chief of Police by inter-office correspondence when such employee wishes to exercise his right under Article 23, Section 3. This notification must be submitted thirty (30) days prior to the effective date.

ARTICLE 24 PENSION PLAN

Employer agrees to contribute to the pension plan on behalf of Police Department members in accordance with 11 O.S.A. § 50-101, et seq.

ARTICLE 25 SUPPLEMENTAL TO WORKERS' COMPENSATION

If a police officer receives an injury covered by Workers' Compensation statutes, the City will supplement disability compensation for a maximum period totaling six (6) months (180 days) so as to provide the police officer with one hundred percent (100%) of his regular take home pay being received at the time of such injury. All absences related to a single injury, whether or not consecutive, will be combined to determine when the six (6) months (180 days) supplement pay maximum has been reached. Any injured police officer shall also be entitled to all temporary benefits provided by 11 O.S.A. § 50-116.

ARTICLE 26 REPLACEMENT OF DAMAGED ITEMS

The Employer agrees to replace, or repair an employee's personal items that may become damaged, stolen, or lost in the line of duty with an equivalent item up to a maximum of five hundred dollars (\$500.00) for any one (1) incident. These items are not limited to clothing or uniform items. Items damaged, stolen, or lost by the Employee's negligence shall not be replaced. The Employee shall complete a claim form as provided by the Employer, for replacement or repair of a damaged, stolen, or lost item. In the event an Employee's loss exceeds five hundred dollars (\$500.00), the employee may submit a claim for reimbursement to the City Manager, which shall be entitled to reasonable consideration. Damage to cell phones in the line of duty shall be limited to one hundred dollars (\$100.00).

ARTICLE 27 DIRECT DEPOSIT

The City agrees through direct deposit to deposit pay in amounts specified by each Employee to federally insured banking and/or credit union associations, not to exceed three (3) different institutions per member, unless otherwise required by an enforceable court order.

ARTICLE 28 NONDISCRIMINATION CLAUSE

- Section 1.** The Employer agrees not to discriminate against any Employee for or because of his activity in behalf of, or membership in Lodge No. 94. The Employer and Lodge No. 94 agree that there shall be no discrimination against any Employee because of race, creed, size, sex, national origin, religion, or status of Lodge membership.
- Section 2.** Neither the Employer nor the Union will discriminate against any applicant or employee because of a disability when the applicant or employee, with reasonable accommodation, can perform the functions of the job.
- Section 3.** Throughout this Agreement, any reference to a particular gender is meant to include both.

ARTICLE 29 COMPLAINT INVESTIGATION

- Section 1.** The Chief of Police shall establish and put into operation a system for the receipt, investigation, and determination of complaints against Police Officers received from any person. Once the Employer has determined

that disciplinary action may be warranted, the employee will be notified that such action is contemplated within ten (10) days. Such notice shall include: the nature of the investigation, a summary of suspected policy/rule violations, and a copy of any complaint form, letter or documentation that initiates an investigation.

Section 2. When an officer is under investigation for a criminal offense, he/she shall have the same constitutional and procedural rights as any other citizen. Whenever an officer is under administrative investigation and is subject to interrogation for any reason that could lead to disciplinary action, demotion or dismissal, such interrogation shall be conducted under the following conditions.

A. When an officer is under investigation by the Sapulpa Police Department for a complaint received, and is to be interrogated in respect to such complaint when there is a logical possibility that disciplinary action may result, such interrogation shall be conducted as follows:

1. At the start of the interrogation, the officer shall be informed of the name of all complainants, if known. The employee may request to be confronted by the complainants. This shall be allowed where deemed necessary by the employee and the investigating officer.
2. The officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one (1) interrogator at any one (1) time.
3. The officer under investigation shall be informed of the nature of the investigation prior to any interrogation.
4. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
5. The officer under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise of reward shall be made as an inducement to obtain testimony or evidence.
6. The officer under interrogation shall be completely informed of all his/her rights pursuant to this procedure prior to the commencement of the interrogation and of his responsibility to answer all questions. This notification shall be included on the tape recording or written

record of the session.

7. At the request of any officer under investigation, he/she shall have the right to be represented by counsel or any other representative of his/her choice who may be present at all times during interrogation.
8. Interrogation of officers under investigation may be taped or recorded in written form at the discretion of the investigating officer. Officers under investigation may record the proceedings with his/her own equipment or record at his/her own expense.
9. Records and tapes compiled by the department shall be exclusively retained by the department as confidential information, but may be used at the discretion of the City in administrative hearings or for other administrative purposes.

B. Preliminary discussions with supervisory personnel within the Police Department, in relation to a complaint received, shall not be considered an interrogation as used herein.

Section 3. An officer under investigation shall receive written notification from the investigating officer or the Chief of Police as to the determination of the investigation. All investigations should be concluded within sixty (60) days once the employer has notified an officer of a complaint. If not concluded within sixty (60) days, the Lodge can request a meeting with the Chief and receive a status report of the investigation.

An officer holding the rank of Captain or above shall coordinate any Internal Affairs investigation.

Section 4. Should an officer be disciplined by suspension, demotion, dismissal, transfer, or reassignment arising from an investigation, he shall be notified in writing as to the action being taken and the reasons for such action.

Section 5. No officer shall be discharged, disciplined, demoted, or denied promotion, transfer, or reassignment, or otherwise be discriminated against in regard to his/her employment, or be threatened with any such treatment, by reason of his/her exercise of the rights granted by this provisions of this article.

ARTICLE 30 GRIEVANCE PROCEDURE

Section 1. Any Employee covered under this Agreement may file a grievance within ten (10) business days of the alleged occurrence, as hereinafter defined,

or after they become aware of or reasonably should have been aware of the event and shall be afforded the full protection of this Agreement.

Section 2. The Lodge President, or his authorized representative, may report an impending grievance to the Police Chief in an effort to forestall its occurrence.

Section 3. Any controversy between the Employer and the Lodge or any Employee concerning the interpretation, enforcement, or application of any provision of the Agreement, concerning any of the terms or conditions of employment contained in this Agreement or disciplinary action against an Employee shall be adjusted in the following manner:

A. Any alleged grievance shall be submitted in writing to the Lodge President. The Lodge shall investigate and/or review all alleged grievances to determine, at their sole discretion and judgment, whether or not a grievance exists within the terms and the conditions of this Agreement. If the Lodge determines that a grievance does not exist, no further action will be necessary

Under this Agreement, a copy of the grievance and response will be provided to the Chief of Police if the Lodge denies the grievance. If the Lodge determines that a valid grievance may exist, it shall be submitted to the Chief of Police for adjustment within seven (7) business days.

B. Within ten (10) business days, the grievance shall be discussed by the aggrieved party with the chief or his designee. The Lodge President or his alternate shall be present at such discussion. Within five (5) business days of the discussion, an answer shall be submitted in writing by the Chief or his designee to the Employee(s) involved and to the Lodge President. If unresolved, grievances shall proceed to step C

C. If the grievance has not been resolved, the Lodge will submit the grievance to the City Manager or his designee within five (5) business days from the date of the Chief's answer.

D. The City Manager or his designee shall submit his answer in writing to the Police Chief, the Employee involved, and the Lodge within seven (7) business days.

E. If the City Manager and the Lodge have not settled the grievance, the grievance shall be appealed as follows:

1. If both parties agree, the grievance may be mediated in a further attempt to resolve the issue prior to fact-finding. The parties agree that in the event of mediation, they will utilize the services provided by Federal Mediation and Conciliation Service at no cost to either

party, and abide by the Federal Mediation and Conciliation Service rules. If the issue is not resolved by mediation, the dispute will proceed to the next step of the procedure.

2. The City and Lodge shall each appoint an interest arbiter.
3. The parties shall, within fourteen (14) days jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service, in order to obtain a third (3rd) disinterested arbiter. Each party may strike one (1) entire panel and request a new panel.
4. Within seven (7) calendar days from the receipt of such panel, a representative of the Lodge and the Employer shall alternatively strike names until one (1) arbiter remains who shall be selected as the impartial arbiter. The determination of which party strikes the first name will be made by toss of a coin. Nothing shall prevent the Employer and Lodge from agreeing on the disinterested arbiter.
5. Upon notification to the Federal Mediation and Conciliation Service of the selection of the third arbiter, and the arbiter is contacted, the date for the arbitration Hearing shall be set within forty-five (45) calendar days from the date the disinterested arbiter is notified of his selection.
6. Within ten (10) days after the conclusion of the hearing, the Arbitration Panel shall issue a written decision with respect to the issues presented. A copy of the decision shall be mailed or delivered to the Lodge and the Employer.
7. With respect to the interpretation, enforcement or application of the provisions of this Agreement, the decision of the Arbitration Panel shall be final and binding on the parties to this Agreement.
8. The Arbitration Panel's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplemental thereto. The Arbitration Panel shall have no jurisdiction to establish provisions of a new Agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievances.
9. The cost of the impartial arbiter shall be shared equally between the Lodge and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

Section 4. Failure of either party to adhere to any of the above time limits will result

in the pending grievance being settled on the basis of the other parties' last previous answer or last requested settlement. It is understood, however that the established limits may be extended by written agreement between both parties.

- Section 5.** It is specifically and expressly understood that filing a grievance under this Article, which has its last step final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, the Lodge, or other representatives of the party, to litigate otherwise contest the last answer rendered through the Grievance Procedure, in any Court or other appeal forum, except procedures which may be available under the Sapulpa City Charter or Ordinances, or other state or federal law which may be applicable.

ARTICLE 31 SAVINGS CLAUSE

- Section 1.** It is understood that the forgoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contractual period, and it cannot be altered in any manner, save by the complete, written concurrence of the parties subscribing hereto.
- Section 2.** Any appendices to this Agreement shall be numbered, dated, and signed by the Employer and the Lodge and shall be subject to the provisions of this Agreement, unless the terms of said appendices specifically delete or change a provision of this Agreement; and all appendices shall become a part of this Agreement as if specifically set forth herein.
- Section 3.** It is understood that all time limits found within this Agreement may be extended by mutual concurrence.

ARTICLE 32 PREPARATION/DISTRIBUTION OF CONTRACT BY EMPLOYER

The Employer agrees to prepare and make available to all officers a digital copy of the Agreement reached through negotiations. The City will provide five (5) bound copies to the Lodge and will provide a copy to each new police officer when hired.

ARTICLE 33 SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the successors and assigns of the parties hereto and no provision; term of obligation contained herein shall be affected, modified, altered, or changed to the detriment of the party by any change of any kind.

ARTICLE 34 SEVERABILITY CLAUSE

If any provisions of this Agreement or the application of such provisions should be rendered or declared invalid by any action or by reason of any existing or subsequent enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 35 ALCOHOL AND DRUG TESTING PROGRAMS

The employees of the Police Department will abide by the terms of the Alcohol and Drug Testing Programs as adopted by the City of Sapulpa which programs are applicable to all City employees.

ARTICLE 36 TENURE INCENTIVE PAY

TENURE INCENTIVE PAY - Incentive pay for years of continuous service with the City of Sapulpa shall be provided on November 16 to employees who are employed as of November 15 and who have reached the designated cut-off date for years of service on or before November 15, as follows:

<u>TENURE PAY</u>	
Years of Service	Annual Amount
5	\$250
6	\$338
7	\$425
8	\$513
9	\$600
10	\$688
11	\$775
12	\$863
13	\$950
14	\$1,038
15	\$1,125
16	\$1,213
17	\$1,300
18	\$1,388
19	\$1,475
20	\$1,563
21	\$1,650
22	\$1,738
23	\$1,825
24	\$1,913
25 or more...	\$2,000

2017-2018 CBA tenure payout examples:

Hire date:	01/15/11	Qualifies for 6 years longevity if employed Nov 15, 2017
	11/16/11	Qualifies for 5 years longevity if employed Nov 15, 2017
	01/15/01	No longevity if employment separated before Nov 15, 2017

APPROVED ON THE 23 DAY OF July, 2019.



FRATERNAL ORDER OF POLICE,
LODGE 94



PRESIDENT

ATTEST:



SECRETARY

CITY OF SAPULPA



CITY MANAGER

APPROVED AND RATIFIED ON THE _____ DAY OF _____, 2019.

MAYOR

CITY CLERK

CITY ATTORNEY

APPENDIX A PAY CHART

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
OFFICER										
Monthly	\$ 2,968.00	\$ 3,100.00	\$ 3,287.00	\$ 3,605.00	\$ 3,817.00	\$ 3,931.51	\$ 4,049.46	\$ 4,170.94	\$ 4,296.07	\$ 4,424.95
Yearly	\$ 35,616.00	\$ 37,200.00	\$ 39,444.00	\$ 43,260.00	\$ 45,804.00	\$ 47,178.12	\$ 48,593.46	\$ 50,051.27	\$ 51,552.81	\$ 53,099.39
SERGEANT										
Monthly				\$ 4,285.00	\$ 4,431.00	\$ 4,563.93	\$ 4,700.85	\$ 4,841.87	\$ 4,987.13	\$ 5,136.74
Yearly				\$ 51,420.00	\$ 53,172.00	\$ 54,767.16	\$ 56,410.17	\$ 58,102.48	\$ 59,845.55	\$ 61,640.92
LIEUTENANT										
Monthly					\$ 4,826.00	\$ 4,970.78	\$ 5,119.90	\$ 5,273.50	\$ 5,431.71	\$ 5,594.66
Yearly					\$ 57,912.00	\$ 59,649.36	\$ 61,438.84	\$ 63,282.01	\$ 65,180.47	\$ 67,135.88
CAPTAIN										
Monthly							\$ 5,469.00	\$ 5,633.07	\$ 5,802.06	\$ 5,976.12
Yearly							\$ 65,628.00	\$ 67,596.84	\$ 69,624.75	\$ 71,713.49
MAJOR										
Monthly								\$ 6,054.00	\$ 6,235.62	\$ 6,422.69
Yearly								\$ 72,648.00	\$ 74,827.44	\$ 77,072.26



AGENDA ITEM

Administration 10.H.

City Council Regular

Meeting Date: August 5, 2019

Submitted By: Amy Hoehner, Legal Assistant

Department: City Manager

Presented By: Joan Riley

SUBJECT:

Discussion and possible action regarding the Collective Bargaining Agreement between the City of Sapulpa and the International Association of Firefighters Lodge No. 194, effective July 1, 2019 through June 30, 2020.

BACKGROUND:

Both parties have met in good faith and in the spirit of cooperation. The attached agreement resolves any outstanding labor issues between the parties and covers the period of July 1, 2019 through June 30, 2020.

RECOMMENDATION:

Staff recommends that the proposed CBA be approved and ratified by Council. Should discussion of the negotiations process be desired, Council should enter into Executive Session for that purpose.

Attachments

IAFF CBA 19/20

COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE CITY OF SAPULPA, OKLAHOMA,

A Municipal Corporation

and

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL NO. 194

Effective July 1, 2019 through June 30, 2020

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PREAMBLE

THIS AGREEMENT, entered into by and between the **CITY OF SAPULPA, OKLAHOMA**, hereinafter referred to as "Employer," and members of the Sapulpa Fire Department, acting by and through its duly authorized bargaining agent, **Local No. 194, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**, hereinafter referred as to "Employees," "Fire Fighters," or "Local."

ARTICLE 1

RECOGNITION

Employer recognizes Local 194, International Association of Fire Fighter (hereinafter referred to as Local No. 194), as the exclusive bargaining agent for all employees of the Sapulpa Fire Department except:

- A. Fire Chief and his designated Assistant; and
- B. Probationary Fire Fighters (defined as those employees who have not completed their initial one (1) year employment); and
- C. Civilian employees.

ARTICLE 2

DURATION OF AGREEMENT

Section 1. This agreement shall become effective on July 1, 2019 and shall remain in full force and effect through June 30, 2020.

Section 2. Whenever wages, rate of pay or any other matters requiring appropriation of monies by the Employer are included as matters of collective bargaining, it shall be the obligation of the Local to serve written notice of request of collective bargaining of the Employer at least one hundred twenty (120) days prior to June 23rd of each year, the last day on which monies can be appropriated by the Employer to cover the contract period which is the subject of the collective bargaining procedure.

Section 3. It shall be the obligation of the Employer to meet at reasonable times and confer in good faith with the representative of the Union within ten (10) days after receipt of written notice from the Local requesting of meeting for collective bargaining purposes.

ARTICLE 3

PROHIBITION OF STRIKES

Section 1. The Union and its members agree that they shall have no right to engage in any work stoppage, slowdown or strike as defined in 11 O.S. Sec. 51-102(3).

ARTICLE 4
PROBATIONARY PERIOD

Section 1. Employer and Union agree that the probationary period for all new employees shall be one (1) year.

Section 2. Employer agrees that all new Employees on probationary status shall be required to work a forty (40) hour workweek until such time as the probationary Employee has completed a minimum of eighty (80) hours of Basic Fire Fighter Training, depending on the individual employee's qualifications and demonstrated skill level as determined in the Chief's discretion and not to exceed two hundred forty (240) hours. Probationary employees shall receive Fire Fighter I and Fire Fighter 2 Training and Certification at a facility designated by the Employer and Employer agrees, if necessary, to pay cost of tuition, training aids, and room and board.

Section 3. Seniority rights shall not apply during an employee's probationary period. During the probationary period, employees may be discharged by the Employer or laid off by the Employer without reference to length of service or with just cause and the Employer shall be under no obligation to re-employ such person. Probationary employees shall not be entitled to resort to or use the grievance procedures contained in this agreement.

ARTICLE 5
PREVAILING RIGHTS

Section 1. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Fire Department currently in effect on the effective date of this Agreement are duly adopted during the term of this Agreement shall be deemed a part of this agreement, unless and except as modified or changed by the terms of this Agreement.

ARTICLE 6
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. Local recognizes the prerogative of Employer to operate and manage its affairs in all responsibilities and the power or authority which the Employer has not officially abridged, delegated, granted or modified by this Agreement are retained by the Employer without limitation. Except as may be limited herein, Employer retains the rights in accordance with the Oklahoma constitution, the laws of the State of Oklahoma, and the Charter and Ordinances of the Municipality as follows:

- A. To determine Fire Department policies, including the right to manage the affairs of the Fire Department in all respects, except as stated above;
- B. To assign working hours, including overtime;
- C. To direct the members of the Fire Department, including the right to hire, terminate, suspend, discipline, promote, demote, or transfer any Fire Fighter; all disciplinary action shall be taken for just cause in accordance with appropriate procedures;
- D. To determine the table of organization of the Fire Department, including the right to organize and reorganize the fire Department and the determination of classifications and ranks based upon duties assigned;
- E. To determine the safety, health and property protection measures for the Fire Department;
- F. To allocate and assign work to fire fighters with the Fire Department.
- G. To be the sole judge of the qualification of applicants and the training of new employees;
- H. To schedule the operations and to determine the number and duration of hours of assigned duty per week;
- I. To establish and enforce Fire Department rules, regulations and orders;
- J. To introduce new, improved or different methods and techniques of operation of the Fire Department or change existing methods and techniques;
- K. To determine the amount of supervision necessary;
- L. To control the departmental budget;
- M. To take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency.

ARTICLE 7

MANAGEMENT-UNION COMMITTEE

Section 1. The Management-Union committee shall be comprised of the Chief of the Fire Department and one (1) management designee, and the President of the Local and one (1) union designee, and they shall meet upon the request of either party not more than once a month at a mutually agreeable time, unless an alternative frequency is agreed to by both parties. They shall meet at a time mutually agreeable to both parties, but meetings may be called by either party.

Section 2. The purpose of such meetings shall be to encourage and facilitate communication between the parties and to discuss matters of mutual concern including, but not limited to, pending and potential grievances; procedures for avoiding future grievances; review and recommendations of rules and regulations as set forth in Article 8 of this Agreement; programs for improved efficiency, effectiveness and productivity; and other issues which would improve the relationship between the parties.

Section 3. Meetings will be held during regular working hours without loss of pay.

ARTICLE 8

RULES AND REGULATIONS

Section 1. Members of the Bargaining Unit recognize the rights of management to review and update the Rules and Regulations that govern the operation of the Sapulpa Fire Department.

Section 2. In an effort to facilitate a fair and equitable means by which the parties can be protected in their respective rights, as governed by this Agreement, there is hereby established the following provisions by which revisions to the Rules and Regulations shall be made:

- A. Management or the Union shall request a meeting of the Management-Union Committee for the specific purpose of changes to the Rules and Regulations. Meeting shall allow for discussion and input on current rules and regulations and any proposed changes prior to their enactment.
- B. The Chief of the Fire Department shall have the right to establish new Rules and Regulations for the operation of the Fire Department; however, any new rules and regulation established shall not alter or limit the rights and benefits of the Employees as set out in this Agreement, or the provisions of this Agreement.
- C. Any changes to the Rules and Regulation shall be posted at all stations at least fifteen (15) days prior to enactment; however, changes to Rules and Regulations that affect the safety and health of the Public or the Employees of the Department, shall be effective immediately upon posting.
- D. Every effort shall be made by Union and Management to forestall the occurrence of grounds for grievances related to the changes of the Rules and Regulations.
- E. The Employer shall maintain a hard copy of the Rules and Regulations governing the Sapulpa Fire Department at each station and make a digital copy of the same available to each member of the Bargaining Unit.

ARTICLE 9

UNION BUSINESS

Section 1. Four (4) members of the Bargaining Unit shall be granted time off without loss of pay to participate in negotiations, grievance meetings and arbitration proceeding in regard to disputes arising out of this Agreement.

Section 2. Designated members of the bargaining unit shall be allowed time off without loss of pay to attend regularly scheduled functions sponsored by the Union not to exceed fifteen (15) shifts per year. Said days off shall be subject to the discretion of the Chief based upon the needs of the Department.

ARTICLE 10

BULLETIN BOARDS

Section 1. The Employer shall provide space in each Fire Station for Union Bulletin Boards. The location of bulletin boards shall be subject to approval of the Fire Chief; however, they shall be in a location that affords clear view and easy accessibility to the employees. Bulletin boards shall be used for notices concerning Union business, meetings, education, recreational and social affairs, legislative reports, and safety and health materials.

Section 2. All bulletin boards will be maintained in a neat and orderly fashion and outdated information shall be removed. The bulletin board shall not be used for demeaning or derogatory material.

ARTICLE 11

PERSONNEL FILES

Section 1. It is agreed that all materials concerning complaints and reprimands for violation of rules, regulations or policies that are placed in an Employees personnel file shall result in notification by Employer to Employee of said action.

Section 2. A Member shall be allowed to review his personnel file under appropriate supervision at any reasonable time upon written request.

Section 3. In the event an employee's personnel file is accessed or examined, such access or examination shall be recorded on a log sheet provided and maintained for each file. In addition, Employer shall create an inventory of all items contained in each personnel file which shall be kept and maintained as part of each employee personnel file.

ARTICLE 12

PERSONNEL REDUCTION

Section 1. In the event of personnel reduction or layoffs, the Employee with the least seniority shall be laid off first, subject to a thirty (30) day notice of each affected Employee of the Fire Department, and the current Executive Board of IAFF Local 194, for the purpose of providing the opportunity for incumbent Employees to exercise their pension options.

Section 2. Any Employee laid off within the last twelve (12) months shall be placed at the head of the list of persons eligible for appointment as a Fire Fighter, and such former Employee(s) shall be re-employed in the order of seniority, provided said former Employee can, at the time of re-employment, meet state physical standards and conditions of employment to be promulgated subsequent to the execution of this Agreement and provided that said Employee has complied with those notice requirements hereafter set out.

Section 3. No new Employee shall be hired until Employees laid off within the preceding twelve (12) months and the Local have been notified of said opening by certified mail. The mailing of said notice by certified mail at the address last given to the City of Sapulpa by said former Employee shall be deemed in compliance with said requirement. Any such Employee previously laid off shall have seven (7) days subsequent to the mailing of said notification in which to notify the City of Sapulpa in writing by certified mail addressed to the attention of the City Manager or his designee, P.O. Box 1130, Sapulpa, Oklahoma, 74067, of his or her intention to return to work within twenty-one (21) days of the mailing of said notice by the City or thereafter forfeit the benefits conferred today.

ARTICLE 13

DUES

Section 1. The Employer agrees to deduct regular monthly Union dues from earned wages of those Employees who are in the bargaining unit. The deduction shall be made from each paycheck in an amount certified to be correct by the President/Treasurer of the Local. A check for the total deductions shall be mailed to the President/Treasurer of the Union on the day after the regular payroll is issued. Deductions will not be made from the earned wages of entry level probationary employees. Fifteen (15) days subsequent to the effective date of this Agreement, all members of the Bargaining Unit desiring payroll deduction of Union dues shall individually sign an authorization card provided by the Union and approved by the Employer, authorizing the stated monthly dues deduction be made.

Section 2. The payroll deduction shall be revocable by the Employee notifying the Employer in writing. The Union shall be notified of any revocation.

Section 3. The Employer will deduct only Union dues from the Employee's paycheck and will not deduct initiation fees, special assessments, fines or any other deductions except for dues. In the event of an increase or decrease in Union dues, the Union will give the Employer thirty (30) day notice in order to allow the Employer to make the proper changes in its accounting records. No deductions will be made when the salary to be paid an Employee is not sufficient to cover the amount deducted.

Section 4. The Employer will provide the President/Treasurer with a detailed report showing individual Employees name and deduction amount at the time of payment.

Section 5. All deductions will be for the month in which they are taken. All deductions refundable at the time of termination or resignation will be refunded by the Union. The Employer shall not be responsible for errors. In the case of any error or improper deduction being made by the Employer, a proper adjustment of the same shall be made by the Union with the Employee affected.

Section 6. The Union shall indemnify, defend, and shall hold the Employer harmless against any claim made and against any suits instituted against the Employer on account of payroll and deductions of Union dues.

ARTICLE 14

RESIDENCY REQUIREMENTS

Section 1. Employees of the Fire Department shall have the right to reside outside the City Limits, provided, the Employee makes adequate arrangements to permit a rapid return to duty in case of emergency.

ARTICLE 15

SICK LEAVE

Section 1. Employees shall accrue sick leave at the rate of twelve (12) hours per month. An Employee may accrue a maximum of one thousand six hundred eighty (1680) hours of sick leave. An Employee currently accruing sick leave who is off sick from a shift (a shift being 24 hours) shall use 12 hours accrued sick leave and use of 12 hours or less accrued sick leave shall be assessed hour for hour.

Section 2. Effective August 18, 2003 any use of sick leave shall be charged to the Employee at the rate of one (1) hour deducted for each hour used. For employees currently accruing sick leave, such sick leave shall be considered as hours worked for purposes of consideration for FLSA regularly scheduled

overtime.

Section 3. Employer agrees that upon retirement, each Employee who has accumulated a minimum of one thousand five-hundred sixty (1560) hours of accrued sick leave shall be paid one hundred percent (100%) of all accrued sick hours at his current salary, or if the Employee has accrued less than the minimum of one thousand five-hundred sixty (1560) hours, he shall be compensated for eighty-five percent (85%) of those hours at his current salary. Retirement must be recognized retirement covered by the Oklahoma Fire Fighters Pension and Retirement System; vested benefit status does not qualify for buy back, however, Employer agrees that upon separation of employment without cause, an employee who has completed twenty (20) years of service in the Oklahoma Firefighters Pension and Retirement System shall be entitled to payment for the unused portion of his accrued sick leave. In the event of death of an Employee, one hundred percent (100%) sick leave benefit shall be paid to the beneficiary designated on the life insurance policy provided by Employer, at the current salary rate.

Section 4. Use of sick leave shall be for the benefit of the Employee and may be used for personal illness or injury of a member of the employees' immediate family, upon approval by the chief or his designated subordinate. (Immediate family as defined under Funeral Leave.)

Section 5. As an incentive to build to and maintain sick leave, up to one hundred forty-four (144) hours annually accrued over one thousand five hundred thirty-six (1536) may be converted to monetary compensation at a rate of sixty-five percent (65%) of the hourly rate of pay at the time of conversion. Such conversion may occur only once per year in the month of December and then only after receipt of a sick pay voucher completed by the Employee and submitted to the payroll department.

Section 6. DELETED 2018-2019 [refer to SOG].

Section 7. An employee shall not carry on outside employment while on sick leave without the written approval of the Chief or his designee.

Section 8. Sick leave with pay in excess of two (2) consecutive shifts and five (5) consecutive days for forty (40) hours personnel for reasons of personal illness or injury or serious illness in the Employees immediate family may require the presentation of an acceptable written statement submitted to the Chief or his designee by a physician certifying the Employees condition or his immediate family's condition.

Section 9. An employee, whom the Chief believes may be abusing sick leave benefits, may be required to submit himself for examination and evaluation by a physician of the City's choice at no cost to the Employee.

ARTICLE 16
FUNERAL LEAVE

Section 1. If a death occurs among members of any Employee or his spouse's immediate family, such Employee will be granted two (2) twenty-four (24) hour shifts off with pay, not chargeable to the sick leave account of the Employee. Such time off shall include any days off previously scheduled by the Employee. The Chief of the Fire Department may authorize additional days off or shifts off, depending upon individual circumstances, but any additional time off shall be charged to sick leave or compensatory time at the option of the respective Employee.

- A. The immediate family is defined as the Employee's spouse, children, father, mother, brother, sister, cousin, aunt, uncle, nephew, niece, grandparent, father-in-law, mother-in-law, or a relative living in the home of the Employee immediately prior to death;
- B. The Employee's spouse's immediate family as defined in Letter A of this Article;
- C. The Employee will provide the City with proof of death in the family as defined in Letter A or B above as requested by the Chief.
- D. The employee may use eight (8) hours funeral leave for a non-family member on an hour for hour basis, with the approval of the Fire Chief.

ARTICLE 17
VACATIONS

Section 1. Employees shall be granted vacations on an annual basis, effective January 1, 2014 as follows:

24 – hour personnel

- A. 1 through 5 years of service – 11 shifts
- B. 6 through 10 years of service – 12 shifts
- C. 11 through 14 years of service – 14 shifts
- D. 15 through 19 years of service – 15 shifts
- E. 20 years and over – 17 shifts

40 – hour personnel

- A. 1 through 5 years of service – 24 days
- B. 6 through 10 years of service – 26 days

- C. 11 through 14 years of service – 30 days
- D. 15 through 19 years of service – 32 days
- E. 20 years and over – 36 days

Section 2. Effective August 18, 2003, vacation leave shall be considered as hours worked for purposes of consideration for FLSA regularly scheduled overtime.

Section 3. DELETED 2019-2020

Section 4. In the event an Employee is injured in the line of duty and is at the time of his Scheduled vacation receiving temporary disability pay, or in the event an Employee becomes ill and is confined to bed or hospital for three (3) consecutive days or longer while on vacation, he shall notify the Chief and upon returning to work shall be entitled to have his status changed from vacation leave to job injury leave or sick leave, whichever is appropriate, for such period, and upon providing a letter from his physician certifying to his illness such Employee shall be entitled to reschedule his vacation within available time frames, as allowed by manning requirements, with the approval of the Chief. However, no previously scheduled vacations granted other Employees will be adjusted to allow for a rescheduled vacation. If no adequate time frames are available to allow for rescheduling any or all of the rescheduled vacation within the remaining calendar year. Such Employee shall forfeit said vacation.

Section 5. Vacation shifts shall be granted on an annual basis with the exception of three (3) shifts per Employee which may carry into the next year (40) hour Employees may carry over nine (9) days, and which may be scheduled at the discretion of the Employee subject to the approval of the Chief. Said discretionary vacation may be expended on an hourly basis. No such discretionary vacation shall exceed three shifts accrued at any one time.

Section 6. Forty-hour employee vacations shall be scheduled with the approval of the Chief

Section 7. DELETED 2013-2014

Section 8. Vacations shall be scheduled by seniority in service and approved by the Chief

Section 9. Employee agrees that upon retirement, each Employee shall be paid one hundred percent (100%) of any unused vacation leave existing at time of such retirement at the rate of his current salary. Retirement must be a recognized retirement covered by the Oklahoma Fire Fighters Pension and Retirement System. In the event of death of an Employee, the above-mentioned Vacation Leave Benefit shall be paid to the beneficiary designated on the life insurance policy of the Employee provided by the Employer.

ARTICLE 18
HOLIDAY PAY

Section 1. Any Employee who works any portion of a designated, recognized holiday shall be paid at the rate of two (2) times his normal hourly straight time rate for any hours worked. Holidays for Employees of the Fire Department shall be divided into two portions as follows:

- A. 1st Half – midnight to 8:00 a.m.
- B. 2nd Half – 8:00 to midnight

Example:

Regular rate: 8 hours at \$10.00 per hour = \$80.00

Holiday rate: 8 hours at \$20.00 per hour = \$160.00

Pay would be \$160.00 for the 8 hours, not \$160.00 plus \$80.00

Section 2. The designated holidays shall be:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24th
Christmas Day	December 25th

Section 3. This section shall be applicable to 40-hour personnel.

- A. When an authorized holiday falls on Sunday, the following Monday shall be observed as the official day off. When an authorized holiday falls on Saturday, the previous Friday shall be observed. Should the firefighter be required to work on the authorized holiday, he shall be entitled to his regular straight time plus straight time for any hours worked.

ARTICLE 19

INSURANCE

Section 1. Each Employee shall receive individual personal health insurance coverage paid for by the Employer. Benefits shall be the same as those provided to all other employees of the City. Each firefighter will receive individual and family health insurance coverage provided by the Employer. Benefits and the employee contribution cost of coverage shall be the same as provided to all other employees of the City.

Section 2. Retired Employees who wish to participate in the insurance program provided by the Employer may do so, at the Employee's expense as provided by the Oklahoma State Firefighters Retirement Systems and for as long as this coverage remains uninterrupted. The actual costs of the premiums for coverage shall be one hundred two percent (102%) of the actual costs of the premiums paid by the City for permanent paid employees who participate in this plan.

Section 3. Employer agrees to provide life insurance coverage for fire fighters, at no cost to the fire fighter, in the following amounts:

- A. Basic life insurance in an amount equal to the individual Employee's annual salary, rounded to the nearest \$500.00.
- B. Accidental deaths, not in the line of duty, while off duty, in an amount triple individual Employee's annual salary, rounded to the nearest \$500.00, in an amount not to exceed \$200,000.00.
- C. On duty or in the line of duty in an amount triple the individual Employee's annual salary rounded to the nearest \$500.00, in an amount not to exceed \$200,000.00

Section 4. Employer agrees to provide Life insurance coverage for Employee's dependents, at no cost to Employees, in the following amounts:

- A. Each Employee's spouse: \$5,000.00
- B. Each Employee's dependent child, under age 18, or if a full-time student, under age 22: \$3,000.00.

Section 5. Employer agrees that whenever any reviews, studies or insurance specification requirements or proposed or considered changes to the current insurance provided to the Employees is to be changed in any way or let for bid that representatives of the bargaining unit shall be contacted in advance of any meeting so that they may have time to survey Employees and prepare findings. Representatives of the bargaining unit shall be afforded the opportunity to present their findings and voice their opinions at meeting held for the purpose of altering or considering alterations to the current

insurance program or the program provider.

Section 6. In the interest of the Employee and his dependent, the City and Union agree that any Employee not participating in the Employer's Insurance Program will provide written proof of insurance coverage.

ARTICLE 20

OVERTIME AND COMPENSATORY TIME

Section 1. Overtime.

- A. Employees of the Fire Department who are required to put in overtime hours shall be paid at the rate required by the Fair Labor Standards Act. It is agreed that the classifications of Fire Fighter, Driver, Captain, and Battalion Chief shall be entitled to overtime compensation as required by the Fair Labor Standards Act. All Employees of the Fire Department, with the exception of 40-hour Employees, shall work a 15-day work cycle as established by FLSA guidelines.
- B. Employees who are called back on duty on their time off, more than two (2) hours in advance of their regular shift starting time, shall be paid a minimum of two (2) hours pay at one and one-half (1 1/2) that of their regular pay and for all hours worked over the two (2) hour minimum. Such premium pay shall end with the start of the Employee's regular shift. Any Employee called back to work on a holiday shall be paid three times their regular rate of pay for hours worked on that holiday.
- C. Employees who are held over past shift change, for fire related incidents, shall be compensated at one and one-half (1 1/2) times their regular rate for time actually worked.

Section 2. Out of Classification Compensation.

- A. DELETED 2006-2007.
- B. DELETED 2006-2007.
- C. Total time allowed to be accumulated (exclusive of time earned under FLSA) shall be seven hundred fifty (750) hours. This total time includes any time earned and/or identified in Article 21, Section I. Accumulation of hours for out of classification work shall be allowed, at the accumulation rates of the parties' prior contract, through November 6, 2006, and thereafter out of rank accrual shall

cease.

- D. If a firefighter exceeds the maximum accumulation of seven hundred fifty (750) hours, his next scheduled shift to work he will take twenty-four (24) hours of comp time to reduce his accumulated time under the established cap.
- E. Use of the earned out of rank comp time and comp time described in Article 21 will not cause a break in the Employee's FLSA overtime cycle.

ARTICLE 21

ACCUMULATION AND DISBURSEMENT OF COMPENSATORY TIME EARNED

Section 1. All Fire Fighters shall have the right to disburse their compensatory time earned in the following manner(s):

- A. Time
- B. Buy or sell compensatory time;
- C. Trade time for time worked; and
- D. Trade time for goods and services.

Section 2. Scheduling of FLSA compensatory time off shall be regulated by the Fire Chief within budgeted call back, overtime resources of the Fire Department, and FLSA guidelines. From and after July 1, 2016, Fire Fighters who work and earn FLSA overtime shall be compensated for said overtime in the form of pay and not by compensatory time off.

Section 3. Fire Fighters may accumulate up to the maximum amount of compensatory time allowed by the Fair Labor Standards Act at which time the accrual of compensatory time shall cease and overtime compensation shall be in the form of pay. Fire Fighters who, upon the date of the execution of this contract, have accrued in excess of the maximum stated above, may hold and disburse said compensatory time in the manner(s) set forth in Section 1 above but may not accrue additional compensatory time until their total time accrued falls below the maximum amount set forth in the Fair Labor Standards Act. Fire Fighters may not accrue more compensatory time in any given work period than the maximum amount set forth in the Fair Labor Standards Act divided by the number of work periods in the fiscal year. Hours earned as per Article XVI, Section 2, shall not be subject to the provisions of Section 3 hereinabove stated.

Section 4. All compensatory time earned shall be credited and claimed on an hour for hour basis, and Employees shall be reimbursed at their regular hourly rate of pay for all unused compensatory time upon separation from the Fire Department. "Hour for hour earned basis" is understood to be an

Employee's individually earned time and shall not include time bought or traded from other Employees.

Section 5. When funds are available, the City will offer a buyback plan for accumulated comp time. The terms and conditions of this "plan" will be established as a memorandum of understanding.

Section 6. The City and the IAFF will attempt to create, to the extent allowed by tax and retirement restrictions, the opportunity for retired members with accrued severance benefits, to apply said benefits to the payment of continued health insurance premiums.

ARTICLE 22

SAFETY AND HEALTH COMMITTEE

Section 1. The Employer agrees to provide adequate fire protection for the citizens of Sapulpa and to provide safe working conditions for the Employees of the Sapulpa Fire Department.

Section 2. In order to achieve the above-mentioned objectives, there is hereby established a joint Employer-Employee Safety Committee to be comprised of five (5) members, three (3) selected by and representing the Union and two (2) selected by and representing the City. The Committee shall designate from its membership a chairman and vice-chairman, and said positions shall be alternated annually between representatives of the Union and representatives of the City, with the first chairman being a representative of the Union.

Section 3. The Committee shall have regular quarterly meetings to be held at a time and place designated by the Chairman, and shall have other meetings at the call of the Chairman when requested to do so by any of its members.

Section 4. The sole purpose of the Committee is the promotion of safety for the members of the Sapulpa Fire Department. The Committee shall have the full cooperation of both the City and the Union, and shall be empowered, after due deliberation, to make recommendations, stating the reasons therefore, as to equipment, operational procedures, and general policy of the Sapulpa Fire Department in the furtherance of safety. All recommendations of the Safety Committee shall be in writing, with copies submitted to the City and the Union.

ARTICLE 23

WAGES

Section 1. Effective July 1, 2019 the pay chart shown as Appendix A shall become effective through June 30, 2020. Effective July 1, 2019, all Employees shall initially be placed on Appendix A pay chart at grade and step placement they had on June 30, 2019.

Section 2. Appendix A reflects that Employees will be paid on a twice a month basis. All payments and deductions referred to in the Agreement shall be adjusted based upon a twice a month payment system and shall occur on the first and/or second paycheck of the month as applicable.

Section 3. A satisfactory performance increase (SPI) is a one-step pay increase from the Employees current pay step to the next higher pay step on the pay chart. For FY 2019-2020, employees shall receive an SPI effective on July 1, 2019. For FY 2020-2021 and thereafter, eligible employees shall receive an SPI effective on the anniversary of the Employee's hire date. Only those eligible employees who receive a satisfactory performance increase shall result in the employee being moved to the next higher pay step. Eligibility for an SPI is based on an "effective" performance rating review by the Chief. Denial of an SPI is subject to the grievance procedure. Prior to that time funding and implementation of SPIs shall be determined through negotiation and budgetary processes.

Section 4. Employees who are promoted to a higher pay grade, shall be paid at the lowest step of the higher rank which provides an increase of at least 2% per month over the employee's previous base pay.

Section 5. Notwithstanding any other provision, the SPI provided by this Article only applies to employees who are not on administrative leave and continuing to accrue benefits as of the date of this Agreement.

ARTICLE 24

MECHANIC

Section 1. Three (3) or less Fire Fighters shall be designated by the Fire Chief as Mechanic. The position of Mechanic, as such position or positions will be described by the Chief, shall be open to all Fire Fighters on a "bid in" basis annually. The appointment to such position(s) shall be made based on qualifications and seniority. Those Fire Fighters who wish to be considered for the position of Mechanic shall place their name on the "bid" sheet which shall be posted in a conspicuous place at Central Fire Station and sent out on the department's reporting software no later than September 15th of each year and shall remain posted until September 30th, with the selection(s) and appointment(s) being made before November 1st. The "bid" sheet shall contain a description of the Mechanic position or positions. Only those names on the "bid" sheet shall be considered. The final selection shall be the best qualified person for the position as determined in the sole discretion of the Chief or his designated representative. In the event of a vacancy during the year, a bid sheet shall be immediately posted for fifteen (15) days and selection of a replacement Mechanic made immediately after closing of bid time, as provided above.

Section 2. The number of Mechanic positions shall not exceed three (3) and shall be

compensated at a rate of 400.00 per month per position.

Section 3. DELETED 2018-2019.

ARTICLE 25

MEDICAL OFFICER

Section 1. One (1) firefighter shall be appointed by the Fire Chief to serve as Medical Officer. This position will be described by the Chief and will be open to all Fire Fighters that have attained EMT Basic and have a minimum of four (4) years on the Sapulpa Fire Department. Those Fire Fighters who wish to be considered for this position shall place their name on a bid sheet that will be posted in a conspicuous place at Central Fire Station and sent out on the department's reporting software no later than September 15th of each year and remain up until September 30th with the appointment to be made on or before November 1st. The final selection shall be the best qualified person for the position as determined in the sole discretion of the Chief or his designated representative.

Section 2. If a vacancy occurs during the year, the position will be re-posted within fifteen (15) days of the resignation.

Section 3. The specialty pay for this position will be four hundred dollars (\$400.00) per month.

ARTICLE 26

INSTRUCTORS

Section 1. Pursuant to the provisions of this Article, three Fire Fighters will be designated by the Fire Chief as Instructors. The position of Instructor shall be open to all Fire Fighters on a "bid-in" basis annually. The appointment to this position will be based on qualifications. Those Fire Fighters that wish to be considered for the position of Instructor shall place their name on the "bid" sheet, which shall be posted in a conspicuous place at the Central Fire Station and sent out on the department's reporting software no later than September 15th of each year and shall remain posted until September 30th, with the selection(s) and appointment(s) being made before November 1st. The final selection shall be the best qualified person for the position as determined in the sole discretion of the Chief or his designated representative. In the event of a vacancy during the year, a bid sheet shall be immediately posted for fifteen (15) days and selection of replacement instructor made immediately after closing of the bid time.

Section 2. No one (1) individual will hold the classification of both Instructor and Mechanic simultaneously.

Section 3. Compensation for each Instructor shall be four hundred dollars (\$400.00) per month.

Section 4. DELETED 2019-2020.

ARTICLE 27

SCUBA COMPENSATION

Section 1. Six (6) or less Fire Fighters shall be designated by the Fire Chief as Diver. The position of Diver, as such position or positions will be described by the Chief, shall be open to all Fire Fighters on a "bid in" basis annually. The appointment to such position(s) shall be made based on qualifications and seniority. Those Fire Fighters who wish to be considered for the position of Diver shall place their name on the "bid" sheet which shall be posted in a conspicuous place at Central Fire Station and sent out on the department's reporting software no later than September 15th of each year and shall remain posted until September 30th, with the selection(s) and appointment(s) being made before November 1st. The "bid" sheet shall contain a description of the Diver position or positions. Only those names on the "bid" sheet shall be considered. The final selection shall be the best qualified person for the position as determined in the sole discretion of the Chief or his designated representative. In the event of a vacancy during the year, a bid sheet shall be immediately posted for fifteen (15) days and a selection of replacement Diver made immediately after closing of bid time, as provided above.

Section 2. Compensation for the Diver position shall be a total of one hundred eighty dollars (\$180.00) per month to be divided equally among the Divers, regardless of the number of Divers.

Section 3. If the Diver position as described by the Chief calls for one Diver only, the total of one hundred eighty dollars (\$180.00) shall be paid to said one individual. If the Diver position as described by the Chief calls for more than one (1) Diver, then the total of one hundred eighty dollars (\$180.00) shall be divided equally.

Section 4. The City agrees to reimburse the tuition cost of all divers certification, and/or approved additional training such as Swift Water Rescue, Body Recovery, Weapons Recovery, and Salvage.

Section 5. The Dive Team equipment shall be available for off duty training with the Chief's approval.

ARTICLE 28
EDUCATIONAL BENEFITS

Section 1. The City agrees to pay the following monthly compensation to each Fire Fighter who holds a degree from an accredited college or university or upon the completion of the required hours of college credit.

- | | | |
|----|-------------------|--------------------|
| A. | 30 to 59 hours | \$40.00 per month |
| B. | Associate Degree | \$55.00 per month |
| C. | 61 or more hours | \$70.00 per month |
| D. | Bachelor's Degree | \$120.00 per month |
| E. | Master's Degree | \$130.00 per month |

Section 2. It is agreed that a transcript must accompany any request for educational pay. It is also agreed that a Fire Fighter holding multiple degrees shall only receive compensation for the highest single degree for which he qualifies.

Section 3. The City agrees to pay forty dollars (\$40.00) monthly compensation to each Fire Fighter who successfully completes the Fire Fighter I training course.

Section 4. The City agrees to reimburse the cost of tuition to obtain a college degree, at a rate not to exceed the per credit hour rate of Northeastern State University, for any degree plan and course approved by the Fire Chief, all such reimbursement to be at the following rate:

- 100% tuition reimbursement when an A is earned
- 75% tuition reimbursement when a B or a Pass is earned
- 50% tuition reimbursement when a C is earned

Any course taken must be passed with a grade of a C or better, or if the class is only offered as pass/fail, then proof that the Fire Fighter satisfactorily completed the course before reimbursement will be made. A transcript must accompany each request for tuition reimbursement.

Section 5. The City shall pay \$20.00 monthly compensation (not to exceed 24 months) for up to 3 successfully completed and qualified course offered at the National Emergency Training Center (NETC), Emergency Management Institute (EMI), Center for Domestic Preparedness (CDP), and National Training and Education Division (NTED). To qualify for such compensation, the length of the course completed must be a minimum of two days and approved by the Chief/Training Officer as compensable.

ARTICLE 29

CLOTHING ALLOWANCE

Section 1. The City agrees to furnish clothing allowance in the amount of one thousand and five dollars (\$1,005.00) per year to each Fire Fighter. This annual uniform pay for FY 2015-2016 will be paid by June 30, 2016, and the annual uniform pay for FY 2016-2017 shall be paid in July 2017.

Section 2. Fire Fighters agree to maintain a minimum of three (3) sets of uniform shirts and pants at all times and to demonstrate same to the Chief as required.

ARTICLE 30

CLEANING ALLOWANCE

Section 1. The City agrees to roll seventy-five dollars (\$75.00), which is currently being furnished to each Fire Fighter as cleaning allowance into base wages. The Union agrees not to renegotiate a separately designated cleaning allowance for the term of this Agreement.

ARTICLE 31

PENSION PLAN

Section 1. The City agrees to contribute to the Pension Plan on behalf of the Fire Fighters in accordance with 11 O.S. Section 49-122.

ARTICLE 32

AUTHORIZED STRENGTH

Section 1. The City shall provide three (3) firefighting personnel per truck from each station responding to calls for fire suppression, as budgeted call back and overtime resources allow for maintaining objective of keeping four (4) stations operational and staffed with thirteen (13) employees while two (2) employees are off on scheduled vacation.

ARTICLE 33

SUPPLEMENT TO WORKERS COMPENSATION

Section 1. If a Fire Fighter receives an injury covered by Workers Compensation statutes, the City will supplement disability compensation for a maximum period totaling six (6) months (180 days) so as to provide the Fire Fighter with one hundred percent (100%) of his regular take home pay being received at the time of such injury. All absences related to a single injury, whether or not consecutive,

will be combined to determine when the six (6) months (180 days) supplemental pay maximum has been reached. Any injured Fire Fighter shall also be entitled to all temporary benefits provided by 11 O.S. Section 49-111. Firefighters, who, for any reason, become temporarily disabled due to an illness or injury on the job, may or may not be provided a temporary restricted duty assignment determined by the Fire Chief or the Deputy Chief, without any reduction of pay or benefits while on temporary restricted duty. The temporary restricted duty assignment shall be contingent upon receipt of the City's authorized treating physician's determination of the firefighter's ability to perform a temporary restricted duty assignment. The temporary restricted duty assignment shall be performing duties within the Fire Department and the temporary restricted duty assignment shall be on their regularly scheduled shift. Shift employees (24 hour) will report to the Fire Station each regularly scheduled shift by 8:00 a.m. for their duty assignments and are under the direction of the Fire Chief, Deputy Chief or Battalion Chief on duty. The Fire Chief may or may not, at the Fire Chief's discretion, require the firefighter assigned to temporary restricted duty to be re-evaluated by the City-approved physician or the firefighter's physician every thirty (30) days at no cost to the firefighter. When a firefighter is on restricted/light duty or unable to work at all the firefighter shall not work at another job without informing the Fire Chief or the Deputy Chief and the other job must be within the restrictions determined by the authorized treating physician. If a firefighter is injured off-the-job (or has an illness that is not job related) the firefighter may or may not request a temporary light duty assignment from the Fire Chief or Deputy Chief, without any reduction of pay or benefits while on temporary light duty. The Fire Chief or Deputy Chief will decide if the firefighter's restrictions can be accommodated with a temporary light duty assignment within the restrictions of the treating physician's release. The temporary light duty assignment may or may not be at the Fire Department and the temporary light duty assignment may not be at the regular shift or hours the firefighter is normally assigned.

ARTICLE 34

REPLACEMENT OF DAMAGED ITEMS

Section 1. The City agrees to replace, or repair, the employees' personal items that may become damaged, stolen or lost in the line of duty up to a maximum of five hundred dollars (\$500.00) for any one (1) incident. These items are not limited to clothing or uniform items. Items damaged, stolen or lost by the Employee's negligence shall not be replaced. The Employee shall complete a claim form, as provided by the Employer, for replacement or repair of a damaged, stolen, or lost item. In the event an Employees loss exceeds five hundred dollars (\$500.00), the Employee may submit a claim for

reimbursement to the City Manager, which shall be entitled to reasonable consideration.

ARTICLE 35

DEFERRED COMPENSATION

Section 1. The City and the Union mutually agree that all Employees shall have the opportunity to join the 457 Deferred Compensation plan offered by the City through the Oklahoma Municipal Retirement Fund (OMRF), or the Front Line 457 plan administered by Nationwide Retirement Solutions. Members of the bargaining unit will be entitled to transfer 457 plan assets to their plan of choice without penalty by the City.

Section 2. Enrollment for new Employees is available sixty (60) days after hire and in March, June, September and December of each year for all other Employees. Investment percentages and contribution percentages can be changed during the same months mentioned above so that they are applicable for the following quarter.

Section 3. The parties agree that this 457 plan constitutes an important step in an Employees financial preparation for retirement and contributions are encouraged. The City will not provide any matching funds or contributions to this plan.

ARTICLE 36

FIRST RESPONDER PAY

Section 1. The City agrees to compensate all Non-Probationary members of the bargaining unit who obtain and maintain certification as a First Responder and/or EMT-Basic by having the following compensation (as applicable) added and included in their base rate of pay:

First Responder..... \$35.00 month

EMT-Basic..... \$85.00 month

Any member that holds an EMT-Intermediate or Paramedic shall be paid at the EMT-Basic rate.

Section 2. DELETED 2013-2014.

Section 3. All Non-Probationary members of the bargaining unit who obtain IFSAC certification as a Hazardous Materials responder and/or Technical Rescue technician (inclusive of Ropes, Confined Space and Trench) shall receive the following compensation (as applicable) per month:

Hazardous Materials Technician.....\$20.00

Technical Rescue Technician\$20.00

ARTICLE 37

DIRECT DEPOSIT

Section 1. The City agrees through direct deposit to deposit pay in amounts specified by each member of the Fire Department to verified banks and/or credit unions, not to exceed three different institutions per member, unless otherwise required by an enforceable court order.

ARTICLE 38

NON-DISCRIMINATION CLAUSE

Section 1. The Employer agrees not to discriminate against any Employee because of Union membership, affiliation, or activity.

Section 2. Both parties agree not to discriminate against any Employee because of race, color, sex, religion or national origin.

Section 3. Neither the Employer nor the Union will discriminate against any applicant or employee because of a disability when the applicant or employee, with reasonable accommodations, can perform the functions of the job.

Section 4. Throughout this Agreement, any reference to a particular gender is meant to include both.

ARTICLE 39

GRIEVANCE PROCEDURE

Section 1. To initiate a grievance under this Agreement, the Local or any Employee covered under this Agreement may file a grievance within fifteen (15) days of the alleged occurrence, or within fifteen (15) days after they should have reasonably become aware of the occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 2. The Local President or his authorized representative may report an impending grievance to the Fire Chief in an effort to forestall its occurrence.

Section 3. If the Fire Chief or the City contemplates any disciplinary action against an Employee, such action shall be started within fifteen (15) days after the alleged occurrence giving rise to grounds for disciplinary action. Any such disciplinary action shall start with informal conference between the Chief or his designated assistant and the Employee involved with Local representative present. If the matter is not resolved at the informal conference, then the City may proceed with disciplinary action.

Section 4. Any controversy between the Employer and the Local or any Employee

concerning the interpretation, enforcement or application of any provision of this Agreement concerning any of the terms or conditions of employment contained in this Agreement or disciplinary action against an Employee shall be adjusted in the following manner:

- A. The grievance shall be discussed by the Employee with the Chief or his designee. Said Employee's Local President or his alternate shall be present at said discussion. The answer shall be orally submitted by the Chief or his designee within five (5) calendar days. The Local Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms of and the conditions of this Agreement.
 - (1) If the Local Grievance Committee finds a grievance does exist, the Committee shall submit, in writing, the grievance to the Fire Chief for adjustment.
 - (2) If the Local Grievance Committee finds a grievance does not exist, that matter is resolved, and no further proceedings shall be necessary.
- B. The Fire Chief shall submit his answer in writing to the Employee(s) involved and to the Local Grievance Committee within five (5) business days. If the grievance has not been settled within that time, it then shall be sent to the City Manager by the Local for adjustment with a copy to the City Attorney.
- C. The City Manager shall submit his answer in writing to the Fire Chief, the Employee(s) involved, and the local Grievance Committee within seven (7) business days. If the grievance has not been resolved, the Local shall appeal the City Manager's decision in writing within thirty (30) calendar days from the date of the Manager's answer, as follows:
 - (1) If both parties agree, the dispute may be mediated in a further attempt to resolve the issue prior to fact-finding. The parties agree that in the event of mediation, they will utilize the services provided by Federal Mediation and Conciliation Service at no cost to either party, and abide by the Federal Mediation and Conciliation Service rules. If both parties do not agree to mediation, or if the issue is not resolved by mediation, the dispute will proceed to the next step of the procedure in Paragraph 2.
 - (2) The City and Local shall, within seven (7) business days, each appoint an

interest arbiter.

- (3) The parties shall, within fourteen (14) calendar days, jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service in order to obtain a third disinterested arbiter.
- (4) Within seven (7) calendar days from the receipt of such panel, a representative of the Local and the City shall meet and alternately strike names until one arbiter remains that shall be selected as the impartial, arbitrator. The determination of which party strikes the first name will be made by toss of a coin. Nothing shall prevent the City and the Local from agreeing on the disinterested arbiter.
- (5) Upon notification to the Federal Mediation and Conciliation Service of the selection of the third arbiter, and the arbiter is contacted, the date for the Arbitration hearing shall be set within fifteen (15) calendar days from the date the disinterest arbiter is notified of his selection.
- (6) Within ten (10) days after the conclusion of the hearing, Arbitration Panel shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Local and the Employer.
- (7) With respect to the interpretation, enforcement or application of the provisions of this Agreement, the decisions, findings, and recommendations of the Arbitration Panel shall be final and binding on the parties to this Agreement.
- (8) The Arbitration Panel's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The Arbitration Panel shall have no jurisdiction to establish provisions of a new Agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievances.
- (9) The cost of the impartial arbiter shall be shared equally between the Local and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

Section 5. Failure of either party to adhere to any of the above time limits will result in the

pending grievance being settled on the basis of the City's last previous answer of the Local's last requested settlement. It is understood, however, that the established limits may be extended by written agreement between the parties.

Section 6. It is specifically and expressly understood that filing a grievance under this Article, which has as its last step final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, the Local or other representatives of the party, to litigate or otherwise contest the last answers rendered through the Grievance Procedure, in any Court or other appeal forum, except procedures which may be available under the Sapulpa City Charter of Ordinances, or other state or Federal Laws which may be applicable.

ARTICLE 40

PREPARATION AND DISTRIBUTION OF CONTRACT

Section 1. The City agrees to prepare a hard copy of the Agreement reached through negotiations and to maintain such a copy at each station; and to make a digital copy of the Agreement available to each member of the Bargaining Unit.

ARTICLE 41

AGREEMENT OF SUCCESSORS AND ASSIGNS OF BOTH PARTIES

Section 1. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, term or obligation herein contained shall be affected, modified, altered or changed to the detriment of the other party by any change of any kind.

ARTICLE 42

SEVERABILITY CLAUSE

Section 1. If any provisions of this Agreement, or the application of such provisions, should be rendered or declared invalid by any Court action, or by reason of any existing, or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 43

SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this

Agreement which can be given effect without the invalid provisions or application, and to this end, the provisions of this Agreement are severable.

Section 2. It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the Contract period and it cannot be altered in any manner, save by the complete written concurrence of the parties subscribing hereto.

Section 3. Any appendices to this Agreement shall be numbered, dated and signed by the Employer and the Union, and shall be subject to the provision of this Agreement unless the terms of said Appendices specifically delete or change a provision of the Agreement; and all Appendices shall become a part of this Agreement as if specifically set forth herein.

Section 4. It is understood that all time limits found within this Agreement may be extended by mutual concurrence.

ARTICLE 44

ALCOHOL AND DRUG TESTING PROGRAMS

Section 1. The employees of the Fire Department will abide by the terms of the Alcohol and Drug Testing Programs which applies to all other city employees as adopted by the City of Sapulpa.

ARTICLE 45

EMERGENCY LEAVE

DELETED 2019-2020.

ARTICLE 46

DRESS UNIFORM MODIFICATION

For promotions occurring after July 1, 2008, the City shall be responsible for any and all promotion required uniform modifications to the members dress uniform.

ARTICLE 47

TENURE INCENTIVE PAY

TENURE INCENTIVE PAY - Incentive pay for years of continuous service with the City of Sapulpa shall be provided on November 16 to employees who are employed as of November 15 and who have reached the designated cut-off date for years of service on or before November 15, as follows:

TENURE PAY

Years of Service	Annual Amount	Potential Semi-Annual Amount
5	\$250	\$125
6	\$338	\$169
7	\$425	\$213
8	\$513	\$257
9	\$600	\$300
10	\$688	\$344
11	\$775	\$388
12	\$863	\$432
13	\$950	\$475
14	\$1,038	\$519
15	\$1,125	\$563
16	\$1,213	\$607
17	\$1,300	\$650
18	\$1,388	\$694
19	\$1,475	\$738
20	\$1,563	\$782
21	\$1,650	\$825
22	\$1,738	\$869
23	\$1,825	\$913
24	\$1,913	\$957
25 or more...	\$2,000	\$1,000

2017-2018 CBA tenure payout examples:

Hire date:	01/15/11	Qualifies for 6 years longevity if employed Nov 15, 2017
	11/16/11	Qualifies for 5 years longevity if employed Nov 15, 2017
	01/15/01	No longevity if employment separated before Nov 15, 2017

ARTICLE 48

MILITARY LEAVE

The City of Sapulpa and Local 194 are committed to ensuring compliance with federal law and will follow the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 2019.

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 194



President

ATTEST:

Secretary

CITY OF SAPULPA, OKLAHOMA



City Manager


APPROVED AND RATIFIED ON THE ____ DAY OF _____, 2019.

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

APPENDIX A PAY CHART

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
FIREFIGHTER*										
Hourly	\$ 13.47	\$ 13.78	\$ 14.39	\$ 14.89	\$ 15.53	\$ 15.84	\$ 16.16	\$ 16.48	\$ 16.81	\$ 17.15
Monthly	\$ 3,097.57	\$ 3,167.00	\$ 3,309.00	\$ 3,424.00	\$ 3,570.00	\$ 3,641.42	\$ 3,714.25	\$ 3,788.50	\$ 3,864.25	\$ 3,941.54
Yearly	\$ 37,170.84	\$ 38,004.00	\$ 39,708.00	\$ 41,088.00	\$ 42,840.00	\$ 43,697.00	\$ 44,571.00	\$ 45,462.00	\$ 46,371.00	\$ 47,298.42
Annual FLSA**	\$ 40,317.72	\$ 41,221.42	\$ 43,069.68	\$ 44,566.51	\$ 46,466.83	\$ 47,396.38	\$ 48,344.38	\$ 49,310.81	\$ 50,296.76	\$ 51,302.70
DRIVER										
Hourly			\$ 17.17	\$ 17.51	\$ 17.97	\$ 18.43	\$ 18.80	\$ 19.18	\$ 19.56	\$ 19.95
Monthly			\$ 3,946.00	\$ 4,025.00	\$ 4,130.00	\$ 4,237.00	\$ 4,321.75	\$ 4,408.17	\$ 4,496.33	\$ 4,586.26
Yearly			\$ 47,352.00	\$ 48,300.00	\$ 49,560.00	\$ 50,844.00	\$ 51,861.00	\$ 52,898.00	\$ 53,956.00	\$ 55,035.12
Annual FLSA**			\$ 51,360.82	\$ 52,389.07	\$ 53,755.75	\$ 55,148.45	\$ 56,251.55	\$ 57,376.34	\$ 58,523.91	\$ 59,694.39
CAPTAIN										
Hourly						\$ 20.18	\$ 20.60	\$ 21.20	\$ 21.62	\$ 22.05
Monthly						\$ 4,639.00	\$ 4,735.00	\$ 4,873.00	\$ 4,970.46	\$ 5,069.87
Yearly						\$ 55,668.00	\$ 56,820.00	\$ 58,476.00	\$ 59,645.52	\$ 60,838.43
Annual FLSA**						\$ 60,380.85	\$ 61,630.38	\$ 63,426.57	\$ 64,695.10	\$ 65,989.01
BC										
Hourly								\$ 23.96	\$ 24.44	\$ 24.93
Monthly								\$ 5,508.00	\$ 5,618.17	\$ 5,730.50
Yearly								\$ 66,096.00	\$ 67,418.00	\$ 68,766.00
Annual FLSA**								\$ 71,691.68	\$ 73,125.60	\$ 74,587.72
AFM/HZO										
Hourly								\$ 24.71	\$ 25.20	\$ 25.70
Monthly								\$ 5,679.36	\$ 5,792.95	\$ 5,908.81
Yearly								\$ 68,152.32	\$ 69,515.37	\$ 70,905.67
FM/TO										
Hourly								\$ 26.23	\$ 26.76	\$ 27.29
Monthly								\$ 6,030.00	\$ 6,150.60	\$ 6,273.61
Yearly								\$ 72,360.00	\$ 73,807.20	\$ 75,283.34
<div> <div>* Probationary Firefighter 1</div> <div> <div>annually</div> <div>monthly</div> </div> </div> <div> <div>\$35,040</div> <div>\$2,920</div> </div>										

** FLSA Factor calculated as follows: 365 divided 15 days in cycle = 24.33 cycles per year.
Firefighters work 5 24 hour shifts per cycle or 120 hours which is 2919.6 hours per year (120 * 24.33)

By FLSA rules this results in 6.4 hours FLSA OT per cycle or 155.71 per year.
Regular hours per year is 2919.56 - 155.71 = 2763.89
Regular hours per month is 230.32 (2763.89 / 12)

For hourly rate factor you divide 1 by number of hours in a month = .00435 (rounded)

In addition, each Battalion Chief, Fire Marshal, Assistant Fire Marshal and Training Officer shall receive \$40.00 per month phone allowance effective upon contract approval date with no relation back.