

CITY OF SAPULPA, OKLAHOMA
COUNCIL PROCEEDINGS
Meeting of July 16, 2018

The City Council of Sapulpa, Oklahoma, met in regular session Monday, July 16, 2018, at 7:00 o'clock P.M. in the City Hall Council Chambers, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Present: Reg Green, Mayor
John Anderson, Councilor
Bruce Bledsoe, Councilor
Marty Cummins, Councilor
Craig Henderson, Councilor
Hugo Naifeh, Councilor
Carla Stinnett, Councilor

Absent: Councilor Wes Galloway
Vice-Mayor Louis Martin
Councilor Charles Stephens

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

1. INVOCATION.

Mr. Mike Pennington, First Baptist Church, gave the invocation.

2. PLEDGE OF ALLEGIANCE.

Mayor Reg Green led the Pledge of Allegiance.

3. MINUTES.

Motion was made by Councilor Craig Henderson, seconded by Councilor John Anderson, to approve the following:

- A.** Approve the minutes of the July 2, 2018, regular city council meeting;
- B.** Approve amending the minutes of the May 21, 2018, regular city council meeting.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Hugo Naifeh, Carla Stinnett. NAY-None. Motion carried 7-0.

4. CONSENT ITEMS:

Motion was made by Councilor Craig Henderson, seconded by Councilor Hugo Naifeh, to approve the following consent items:

- A.** Approve claims in the amount of \$475,416.20;
- B.** Approve prepaid claims in the amount of \$108,409.30;
- C.** Approve renewing the agreement with S2 Engineering, PLLC, for engineering services relative to management of the city's Industrial Pretreatment Program;
- D.** Approve renewing the Janitorial Service Agreement with Alliance Maintenance for the Park and Recreation Department's Senior Citizens Community Center in the amount of \$695.00 per month for an additional one year term;
- E.** Approve renewing the Janitorial Service Agreement with Alliance Maintenance for the Park and Recreation Department at Booker T. Washington Recreation Center in the amount of \$875.00 per month for an additional one year term;
- F.** Approve renewing the agreement with Ms. Wendy Campbell for services associated with the Park Department's Maintenance Management and Cost Tracking Program in the amount of \$8,280.00 for an additional one year term;
- G.** Approve renewing the agreement with Ms. Mary Hinsch for Lake Caretaker services in the amount of \$750.00 per month for an additional one year term;
- H.** Approve renewing 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;
- I.** Approve an agreement with Cox Oklahoma Telcom, LLC, d/b/a Cox Communications, to provide Enhanced Emergency Number (E-911) Service to the citizens of Sapulpa, Oklahoma;
- J.** Approve the engagement letter with CapRisk Consulting Group, dated June 26, 2018, for services related to the actuarial valuations of post employment benefits other than pensions (OPEB).

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Hugo Naifeh, Carla Stinnett. NAY-None. Motion carried 7-0.

5. ADMINISTRATION.

- A.** Motion was made by Councilor Craig Henderson, seconded by Councilor Hugo Naifeh, to approve the janitorial agreement with Titan Commercial Services for the Park and Recreation Department's five (5) park restroom buildings in the amount of \$750.00 per month for a one year term.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Hugo Naifeh, Carla Stinnett. NAY-None. Motion carried 7-0.

- B.** Motion was mde by Councilor Hugo Naifeh, seconded by Councilor Marty Cummins, to approve the contract with Advanced Copier Systems (ACS) for copier maintenance for the year ending July 1, 2019.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Hugo Naifeh, Carla Stinnett. NAY-None. Motion carried 7-0.

- C.** Motion was made by Councilor Craig Henderson, seconded by Councilor John Anderson, to approve the adoption of an Ordinance of the City of Sapulpa, Oklahoma, amending the Sapulpa City Code Part 12, Chapter 8, Specific Use Permit, Section 12-802 (A), Specific Uses, by providing for additional uses to be permitted; providing for repealer; providing for severability; and declaring an emergency. (Ordinance No. 2800)

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Hugo Naifeh, Carla Stinnett. NAY-None. Motion carried 7-0.

Motion was made by Councilor Craig Henderson, seconded by Councilor Marty Cummins, to approve the passage and adoption of the emergency clause.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Hugo Naifeh, Carla Stinnett. NAY-None. Motion carried 7-0.

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

- A. A fiscal year in review report from City Manager Joan Riley was presented for discussion. There was no action taken by the council.

7. PUBLIC COMMENTS.

There were no comments made to the council.

8. ADJOURNMENT.

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

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Hugo Naifeh, Carla Stinnett. NAY-None. Motion carried 7-0.

Mayor

Attest:

City Clerk



AGENDA ITEM

City Council Regular

5.A.

Meeting Date: July 16, 2018

Submitted By: Shirley Burzio, City Clerk

Department: City Clerk

Presented By:

SUBJECT:

Consider approving the minutes of the July 2, 2018, regular city council meeting.

BACKGROUND:

RECOMMENDATION:

Attachments

[minutes.07-02-2018 city](#)

CITY OF SAPULPA, OKLAHOMA
COUNCIL PROCEEDINGS
Meeting of July 2, 2018

The City Council of Sapulpa, Oklahoma, met in regular session Monday, July 2, 2018, at 7:00 o'clock P.M. in the City Hall Council Chambers, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Present: Reg Green, Mayor
Louis Martin, Jr., Vice-Mayor
Bruce Bledsoe, Councilor
Marty Cummins, Councilor
Wes Galloway, Councilor
Craig Henderson, Councilor
Carla Stinnett, Councilor

Absent: John Anderson, Councilor
Hugo Naifeh, Councilor
Charles Stephens, Councilor

Staff Present: Joan Riley, City Manager; Pam Vann, City Treasurer; David Widdoes, City Attorney; Shirley Burzio, City Clerk; Nikki White, Urban Development Director; Brett Pennington, Assistant Fire Chief; Mike Haefner, Police Chief

1. INVOCATION.

The invocation was given by Vice-Mayor Louis Martin.

2. PLEDGE OF ALLEGIANCE.

Mayor Reg Green led the Pledge of Allegiance.

3. MINUTES.

- A.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Wes Galloway, to approve the minutes of the June 18, 2018, regular city council meeting.

ROLL CALL: AYE-Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Carla Stinnett. NAY-None. Motion carried 7-0.

4. APPOINTMENTS, AWARDS, PRESENTATIONS, AND PROCLAMATIONS.

- A.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Wes Galloway, to approve adoption of a resolution commending Anna Jo Fife, Administrative Assistant to the City Manager, and showing appreciation for forty years of dedicated service to the City of Sapulpa.
(Resolution No. 4537)

ROLL CALL: AYE-Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Carla Stinnett. NAY-None. Motion carried 7-0.

Mayor Reg Green and City Manager Joan Riley presented a framed copy of the resolution and a watch to Ms. Fife. In addition, Rep. Mark Lawson presented a state proclamation to Ms. Fife recognizing her years of service to the city.

5. CONSENT ITEMS:

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

- A.** Approve claims in the amount of \$ 121,072.67;
- B.** Approve the Certificate and Order of Municipality authorizing the City Treasurer to receive funds from Tulsa County collected on behalf of the City of Sapulpa;
- C.** Approve the (1) year renewal of the lease purchase with American Heritage Bank for meter reading equipment in the amount of \$50,741.92;
- D.** Approve the consulting and advisory services engagement letter with Crawford and Associates, P.C., for services in connection with the preparation of the 2018 Annual Financial Statements;
- E.** Approve the compilation & single audit engagement letters with Arledge & Associates, P.C., for services in connection with the FY 2017/2018 Annual Audit;
- F.** Approve the Stormwater Management Services Agreement with J. Brooke Kononchuck as Environmental Administrator for the City of Sapulpa.

ROLL CALL: AYE-Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Carla Stinnett. NAY-None. Motion carried 7-0.

6. PUBLIC HEARINGS.

- A.** A public hearing was held on the question of annexing into municipal limits certain territory located in Section 36 Township 18 North, Range 10 East, Creek County, Oklahoma.

Ms. Carla Cale spoke to the council on the proposed annexation and asked questions of the city attorney.

7. COMMUNITY DEVELOPMENT.

- A.** Motion was made by Vice-Mayor Louis Martin, seconded by Wes Galloway, to accept the storm sewer system located at Oak Leaf Estates, and establishing a one-year maintenance period for this project from May 30, 2108, through May 30, 2019.

ROLL CALL: AYE-Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Carla Stinnett. NAY-None. Motion carried 7-0.

8. ADMINISTRATION.

- A.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Marty Cummins, to approve the adoption of an Ordinance extending the corporate limits of the City of Sapulpa, Oklahoma, making findings of fact; annexing an area adjacent to the City of Sapulpa in Section 36, T18N, R10E, Creek County, Oklahoma; designating the tract to be annexed; providing for the zoning of the annexed area; providing for severability; and declaring an emergency. (Ordinance No. 2797)

ROLL CALL: AYE-Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Carla Stinnett. NAY-None. Motion carried 7-0.

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

ROLL CALL: AYE-Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Carla Stinnett. NAY-None. Motion carried 7-0.

- B.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Wes Galloway, to approve the award of bid for Basin No. 2 & No. 4 Sanitary Sewer Improvements Project to MSB Construction, Inc., as the lowest, most responsive and responsible bidder in the amount of \$1,550,419.00.

ROLL CALL: AYE-Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Carla Stinnett. NAY-None. Motion carried 7-0.

- C.** Motion was made by Councilor Marty Cummins, seconded by Vice-Mayor Louis Martin, to approve the adoption of an Ordinance of the City of Sapulpa, Oklahoma, closing to public use the alleyway lying between East Jackson Avenue and East Gordon Avenue, Block Five (5), Southern Heights Addition, City of Sapulpa, Creek County, State of Oklahoma; and declaring an emergency. (Ordinance No. 2798)

ROLL CALL: AYE-Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Carla Stinnett. NAY-None. Motion carried 7-0.

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

ROLL CALL: AYE-Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Carla Stinnett. NAY-None. Motion carried 7-0.

- D.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Marty Cummins, to approve a license agreement with Stillwater Central Railroad, LLC, for "Wire, Pipe, and Cable Transverse Crossings and Longitudinal Occupations" for boring below the railroad tracks to allow for the installation of a water line to service the new Fire Training Facility, in the amount of \$850.00 one-time fee, and a \$650.00 recurring annual license fee.

ROLL CALL: AYE-Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Carla Stinnett. NAY-None. Motion carried 7-0.

- E.** Motion was made by Councilor Craig Henderson, seconded by Vice-Mayor Louis Martin, to approve (i) ratification of agreement with Sapulpa Rural Water Company for exchange of mutual customer information, and (ii) approval of addendum to same clarifying supplemental information exchange.

ROLL CALL: AYE-Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Carla Stinnett. NAY-None.
Motion carried 7-0.

- F.** Motion was made by Councilor Craig Henderson, seconded by Vice-Mayor Louis Martin, to approve the adoption of an Ordinance of the City of Sapulpa, Oklahoma, amending Ordinance #2796 to provide for corrected sewer rate for Creek County commercial users in the City of Sapulpa; 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. 2799)

ROLL CALL: AYE-Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Carla Stinnett. NAY-None.
Motion carried 7-0.

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

ROLL CALL: AYE-Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Carla Stinnett. NAY-None.
Motion carried 7-0.

- G.** Motion was made by Councilor Wes Galloway, seconded by Vice-Mayor Louis Martin, to approve the Collective Bargaining Agreement between the City of Sapulpa and the Fraternal Order of Police Lodge No. 94, effective July 1, 2018, through June 30, 2019.

ROLL CALL: AYE-Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Carla Stinnett. NAY-None.
Motion carried 7-0.

- H.** Motion was made by Councilor Wes Galloway, seconded by Vice-Mayor Louis Martin, to approve the Collective Bargaining Agreement between the City of Sapulpa and the International Association of Firefighters Lodge No. 194, effective July 1, 2018, through June 30, 2019.

ROLL CALL: AYE-Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Carla Stinnett. NAY-None.
Motion carried 7-0.

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

The following informational items were submitted to the council for discussion and review only:

- A. Sapulpa Main Street Report for May, 2018;
- B. Update on Airbnb from City Attorney.

10. PUBLIC COMMENTS.

Lottie Wilds, representing the Sapulpa Herald, questioned when the bids will be opened for the construction of the city's animal shelter.

Ms. Carla Cale advised the council that the May 21, 2018, city council minutes had an error in regard to her comments, and she requested a correction.

11. EXECUTIVE SESSION.

- A. Motion was made by Councilor Carla Stinnett, seconded by Vice-Mayor Louis Martin, to approve entering into an executive session for the purpose of discussing the following:
 - 1. Discussing the employment of City Council appointees, including the City Manager, City Attorney, City Treasurer, and Municipal Court Judge [25 O.S. Section 307 (B) (1)]

ROLL CALL: AYE-Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Carla Stinnett. NAY-None.
Motion carried 7-0.

The council convened into an executive session at 8:00 o'clock P.M.

At 9:50 o'clock P.M. and in open session, Mayor Reg Green called the regular council meeting to order.

- 2. There was no action taken by the council to convene an executive session to discuss the status of negotiations with collective bargaining groups [25 O.S. Section 307 (B) (2)]
- B. There was no action taken by the council regarding matters discussed in executive session.

12. **ADJOURNMENT.**

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

ROLL CALL: AYE-Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Carla Stinnett. NAY-None. Motion carried 7-0.

Mayor

Attest:

City Clerk



AGENDA ITEM

City Council Regular

5.B.

Meeting Date: July 16, 2018

Submitted By: Shirley Burzio, City Clerk

Department: City Clerk

Presented By:

SUBJECT:

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

BACKGROUND:

Carla Cale requested the minutes be amended to reflect a more accurate statement made by her at the May 21, 2018, city council meeting during public comments .

RECOMMENDATION:

Per Council discretion.

Attachments

minutes.05-21-2018 city amended

CITY OF SAPULPA, OKLAHOMA
COUNCIL PROCEEDINGS
Meeting of May 21, 2018

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

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

Absent: Wes Galloway, Councilor

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

1. INVOCATION.

The invocation was given by Vice-Mayor Louis Martin.

2. PLEDGE OF ALLEGIANCE.

Mayor Reg Green led the Pledge of Allegiance.

3. MINUTES AND CONSENT ITEMS.

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

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

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

4. COMMUNITY DEVELOPMENT.

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

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

5. ADMINISTRATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **PUBLIC COMMENTS.**

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

Ms. Carla Cale told the council that property annexed in Section 36, Township 18 North Range 10 East (Senegence International) notification to adjoining property owners did not occur, specifically she did not receive notification via certified mail since she owns more than five acres used for agricultural purposes.

7. **EXECUTIVE SESSION.**

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

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

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

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

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

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

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

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

8. ADJOURNMENT.

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

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

Mayor

Attest:

City Clerk



Consent Agenda 7.A.

City Council Regular

Meeting Date: July 16, 2018

Submitted By: Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving Claims in the amount of \$475,416.20.

Attachments

Claims List 7-16-18

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
120491	99-10143	PERDUE, BRANDON, FIELDER,	CCOLLECTION SERVICE-COURT	6/2018	6/1-6/30/18 120491	4,829.38
123366	99-10160	MERRIFIELD OFFICE SOLUTIONS	3 BOXES OF COPY PAPER	6/2018	0146543-001	43.46
123461	99-10160	MERRIFIELD OFFICE SOLUTIONS	MISC OFFICE/JANITORIAL	7/2018	0148696-001	1,776.90
123463	99-10160	MERRIFIELD OFFICE SOLUTIONS	MISC SUPPLIES	6/2018	0148093-001	132.41
123469	99-10252	CECIL COX ENTERPRISES	TIRE FOR STAFF CAR	7/2018	3029228	74.50
123851	99-103	ONG	GAS CHARGES-MAY 2018	6/2018	MAY 2018 123851	1,003.77
123238	99-10302	LAMPTON WELDING SUPPLY CO,	YERLY CYLINDER LEASE	7/2018	630775	108.00
123229	99-10334	REPORTING SYSTEMS INC dba	ESUBSCRIPTION DUES	7/2018	2018_3255	6,264.00
123268	99-10395	AUBREY WEATHERFORD	SOCIAL MEDIA-MONTHLY CHAR	7/2018	SAP0718	500.00
122902	99-10488	ADMIRAL EXPRESS LLC	MISC JANITORIAL SUPPLIES	6/2018	1964111-0	279.59
123705	99-10488	ADMIRAL EXPRESS LLC	MISC JANITORIAL SUPPLIES	6/2018	1966798-1	8.74
123460	99-10530	ADVANCED CARE VETERINARY	HOAPPOINTMENT FOR VALOR	6/2018	51013	191.86
123781	99-10555	WILLIAMS, JENNIFER	MEAL REIMBURSEMENT	6/2018	5/24/18 123781	15.00
122444B	99-10661	MARGARET MCMORROW-LOVE	PROF SRVCS-INTERNAL INVES	6/2018	6/6-6/30/18 122444	2,936.05
123436	99-10674	WAGGNOR CONSULTING LLC	CAMERA SYSTEM	6/2018	001 6/27/18	12,599.00
123446A	99-10679	GLASSCO GLASS & GLAZING LLC	DOOR FOR ADMIN AREA	7/2018	18-1010	1,580.00
122426	99-1206	REASOR'S INC.	FOOD FOR STUDY SESSIONS	6/2018	8482 6/4/18	48.41
123070	99-1206	REASOR'S INC.	DOG FOOD FOR VALOR	6/2018	9371 6/7/18	45.12
123440	99-1206	REASOR'S INC.	FOOD FOR PRISONERS	6/2018	3414 6/8/18	453.28
123752	99-141	LOCKE SUPPLY CO.	PARTS FOR CAR WASH	6/2018	34692739-00	1.75
121395	99-1565	OKLAHOMA MUNICIPAL ASSURANC	WORKMANS COMP QTRLY PYMNT	7/2018	1ST QTR 2018/2019	78,261.29
120360	99-161	CREEK COUNTY RURAL WTR #4	SEWER FOR STAT 4	6/2018	741 5/29-6/26/18	100.00
120948	99-1992	JOHN DEERE FINANCIAL ACCT#5	MISC BOLTS, ROPE, ETC	6/2018	F39885/2 6/8/18	29.99
122822	99-1992	JOHN DEERE FINANCIAL ACCT#5	MISC TOOLS FOR REPAIRS	6/2018	F35215/2 5/31/18	234.97
123437	99-1992	JOHN DEERE FINANCIAL ACCT#5	RANGE MOWER BLADES	6/2018	F43307/2 6/14/18	59.99
123451	99-1992	JOHN DEERE FINANCIAL ACCT#5	TOILET SEAT FOR RANGE	6/2018	F45880/2 6/18/18	8.99
123227	99-213	OKLAHOMA FIRE CHIEFS ASSOC	YEARLY CHIEF DUES	7/2018	7/1/18-6/30/19	216.00
123273	99-28	OG&E	JUNE 2018 ELEC CHARGES	6/2018	6/22/18 123273	6,169.79
123480	99-2959	DAVIDSON AND DAVIDSON ENTER	MISC PARTS FOR TRUCKS	7/2018	0130296-IN	24.00
123215A	99-3128	CASCO INDUSTRIES, INC.	SAFETY BOOTS-WOOD	7/2018	585911	367.00
123653	99-3128	CASCO INDUSTRIES, INC.	BUCKETS OF CLASS A FOAM	6/2018	585910	680.00
123663	99-3592	CITY OF TULSA	MONTHLY RADIO FEES	7/2018	409196	2,028.00
120022	99-3633	PUBLIC SERVICE COMPANY OF O	MONTHLY FEE-STORM SIREN	6/2018	9536811170 6/26/18	11.91
123220	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS FOR VEHICLES	6/2018	153-113632	84.96
123499	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS FOR TRUCKS	7/2018	153-114820	214.05
123750A	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS - UNIT	7/2018	153-115933	798.48
123751	99-3707	O'REILLY AUTOMOTIVE INC	BALL JOINT PRESS	6/2018	153-114008	117.99
123464	99-4004	H & M HEAT & AIR CONDITION	REPAIR A/C UNIT	6/2018	41276	155.00
120394	99-4269	CREEK COUNTY RURAL WTR #3	WATER BILL-GUN RANGE	6/2018	33975 5/22-6/18/18	24.00
123858	99-4700	COX COMMUNICATIONS	JUNE PHONE CHARGES	6/2018	067201101 6/30/18	11,037.51
123697	99-6457	CRAWFORD & ASSOCIATES, PC	CONSULT/ADVISE SERIES	7/2018	11573	717.50
120737	99-6477	WEST PUBLISHING CORPORATION	WESTLAW SUBSCRIPTION	6/2018	838460992	533.26
123448	99-7558	WALKER COMPANIES INC	NEW NOTARY	6/2018	58131	88.00
123228	99-7766	INTERNATIONAL ASSOCIATION	MEMBERSHIP DUES-TAYLOR	7/2018	105403 9/1-8/31/19	239.00
123780	99-8069	OKLAHOMA BOARD OF TEST/ALCO	COURSE FEE	6/2018	7513	62.00
123305	99-8074	SPECIAL OPS UNIFORMS, INC	REPLACE UNIFORM PANTS	6/2018	784089	88.99
123445	99-8216	HILAND DAIRY FOODS CO.LLC	MILK FOR PRISONERS	7/2018	9060526	40.00
123031	99-8434	FLEETCOR TECHNOLOGIES d/b/a	CNG JUNE 2018	6/2018	NP53671740	170.62
120361	99-8469	SAPULPA RURAL WATER	WATER USAGE STAT 4	6/2018	48003 5/11-6/14/18	82.60
122986	99-8484	SHERWIN WILLIAMS COMPANY,	IMISC PAINT SUPPLIES	6/2018	7468-5	123.22

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
123574	99-8539	CROW BURLINGAME COMPANY	BATTERY FOR UNIT	6/2018	106-8551	96.00
123242	99-8817	DE LAGE LANDEN PUBLIC FINANCOPIER CONTRACT		7/2018	59728303	150.00
123269	99-8817	DE LAGE LANDEN PUBLIC FINANPRINTER/COPIER LEASE PYMN		7/2018	59736559	2,327.00
122930	99-8861	NATHAN CHADWICK	LAWN SRVC-CITY HALL/ANNEX	6/2018	3863	301.25
122813A	99-8936	CONRAD FIRE EQUIPMENT, INC.	MISC PARTS FOR VEHICLES	7/2018	528632	133.99
123244	99-8936	CONRAD FIRE EQUIPMENT, INC.	MISC PARTS -VEHICLE MAINT	7/2018	528693	196.60
120350	99-9222	RUSH TRUCK CENTER - TULSA	ANN MAINT AGRMNT-ALL ENG	6/2018	3011095862	1,232.39
123855	99-9288	ADVANCE ALARMS, INC	GARAGE-ALARM MONITORING	7/2018	1637014	25.00
123426	99-9371	SALTUS TECHNOLOGIES, LLC	ANNUAL HOSTING FEE	7/2018	1806-14	7,605.00
120165	99-9666	OKLAHOMA KENWORTH dba MHC	KYEARLY MAINTENANCE-E2	6/2018	R00483700193497	1,450.76
123690	99-9708	C & D MECHANICAL LLC	UNCLOG DRAIN PAN-CITY HAL	7/2018	1662	65.00
123225	99-9790	INTERNATIONAL ASSOC OF ARSOMEMBERSHIP DUES		7/2018	127144 WOOD J	200.00
119559A	99-9801	LEXISNEXIS RISK DATA MANAGE	PROPERTY LOOK UP	6/2018	1519676-20180531	200.00
119412	99-9859	VERIZON WIRELESS SERVICES	LDATA PLAN BLDG INSP IPAD	6/2018	9809852664A	40.01
120147	99-9859	VERIZON WIRELESS SERVICES	LWIRELESS CHARGES FOR IPAD	6/2018	9809852664	400.10
123324	99-9898	REGIONAL ORGANIZED CRIME	IN ANNUAL SERVICE FEES	7/2018	0040483-IN	300.00
123442	99-9975	SAFELITE FULFILLMENT, INC	dREPLACE WINDSHIELD	6/2018	06508-5839942	287.89
123458	99-9975	SAFELITE FULFILLMENT, INC	dWINDSHIELD	6/2018	06508-539921	287.89
123427	99-9996	ALLIANCE MAINTENANCE, INC.	JANITORIAL SERVICE AGRMNT	7/2018	105067	1,595.00
123717	99-9996	ALLIANCE MAINTENANCE, INC.	JANITORIAL SERVICES	7/2018	105071	947.50
FUND TOTAL:						153,501.71

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

123366	99-10160	MERRIFIELD OFFICE SOLUTIONS	3 BOXES OF COPY PAPER	6/2018	0146543-001	43.45
123851	99-103	ONG	GAS CHARGES-MAY 2018	6/2018	MAY 2018 123851	978.76
120237	99-10302	LAMPTON WELDING SUPPLY CO,	TANK RENTAL	6/2018	889265	15.54
120288	99-10302	LAMPTON WELDING SUPPLY CO,	CHEMICAL BOTTLE RENTALS	6/2018	889266	25.08
123705	99-10488	ADMIRAL EXPRESS LLC	MISC JANITORIAL SUPPLIES	6/2018	1966798-1	8.74
121395	99-1565	OKLAHOMA MUNICIPAL ASSURANC	WORKMANS COMP QTRLY PYMNT	7/2018	1ST QTR 2018/2019	12,115.15
121592	99-1992	JOHN DEERE FINANCIAL ACCT#5	ANCHOR BOLTS	6/2018	F47271/2 6/21/18	29.43
122774	99-1992	JOHN DEERE FINANCIAL ACCT#5	MISC PARTS FOR PLANT	6/2018	F34810/2 5/30/18	25.99
122984	99-1992	JOHN DEERE FINANCIAL ACCT#5	BUG SPRAY/GATORADE	6/2018	F41798/2 6/11/18	98.51
123381	99-1992	JOHN DEERE FINANCIAL ACCT#5	HERBICIDES	6/2018	N18041/2 6/6/18	286.96
123387	99-1992	JOHN DEERE FINANCIAL ACCT#5	BUCKETS/ROPE	6/2018	F43682/2 6/15/18	113.93
123391	99-1992	JOHN DEERE FINANCIAL ACCT#5	SHOP LIGHTS	6/2018	F46750/2 6/20/18	49.98
123273	99-28	OG&E	JUNE 2018 ELEC CHARGES	6/2018	6/22/18 123273	31,008.57
120240	99-2959	DAVIDSON AND DAVIDSON ENT	ERMISC PARTS	6/2018	0130053-IN	149.40
119369	99-3593	CITY OF TULSA	METER CONNECT FEE-POLSON	6/2018	103688966 6/26/18	235.11
120317	99-3633	PUBLIC SERVICE COMPANY OF	OSRWCS ELEC SERVICE	6/2018	956777592 6/26/18	7,584.88
122058	99-3881	FHC, INC. DBA TETRA TECH	FHENGINEER SRVCSRWCS	6/2018	51330269	4,835.72
120706	99-3908	VERDIGRIS VALLEY ELEC COOP	SWRCS ELECTRIC	6/2018	2621103200 6/29/18	13.52
122765	99-4112	ACCURATE ENVIRONMENTAL INC.	DEQ REQUIRED TESTING	6/2018	AE30021	255.00
123396	99-4112	ACCURATE ENVIRONMENTAL INC.	IN HOUSE TESTING SUPPLIES	7/2018	SU28564	1,175.36
123600	99-4112	ACCURATE ENVIRONMENTAL INC.	JUNE 2018 OPEDS	6/2018	AF21061	335.00
123602	99-4112	ACCURATE ENVIRONMENTAL INC.	JUNE 2018 TOC	6/2018	AF21063	63.00
122989	99-4819	ODEQ	LICENSE RENEWALS	7/2018	5500218060185567	276.00
123613	99-4819	ODEQ	LICENSE RENEWAL	6/2018	5500218060180164	782.00
119596	99-4936	WASTE MANAGEMENT OF TEXAS,	YEARLY TRASH COLLECTION	6/2018	2202277 / 2202804	112,408.03
123718	99-6528	UNIFIRST HOLDINGS, INC.	UNIFORMS FOR CREWS	7/2018	8241493825	52.85

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
123388	99-6646	FASTENAL COMPANY INC	TOOLS FOR SHOP	6/2018	OKSAP156101	36.31
123610A	99-68	A & M ELECTRIC, INC	ELEC WORK-TOWN TANK	7/2018	5840	609.00
122935	99-7121	KLEINFELDER CENTRAL INC	GEOTECH SERVICES	6/2018	1198277	2,520.00
122764	99-7330	L & L CONSTRUCTION, INC.	REPAIR LEAK-LIFT STATION	6/2018	3553	5,700.00
123272	99-7994	BANCFIRST	SMA UTIL SYS REV BOND	7/2018	SERIES2013 7/10/18	206,105.42
122762	99-7998	AMERICAN ENVIRONMENTAL LANDSLUDGE DISPOSAL		6/2018	8939	354.12
123031	99-8434	FLEETCOR TECHNOLOGIES d/b/acNG JUNE 2018		6/2018	NP53671740	158.94
122766	99-8710	INTERSTATE ELECTRIC CORP.	REBUILD PUMP-NE STATION	6/2018	175576	7,880.00
122930	99-8861	NATHAN CHADWICK	LAWN SRVC-CITY HALL/ANNEX	6/2018	3863	301.25
120318	99-9202	AT&T	DEDICATED PHONE-SKIATOOK	6/2018	9182462544 6/15/18	56.15
120485	99-9207	S2 ENGINEERING SERVICES, PLENGINEERING CONTRACT		6/2018	06-594	5,000.00
123676	99-9207	S2 ENGINEERING SERVICES, PLCOPPER EFF TESTING-WWTP		6/2018	06-593	960.00
123161	99-9511	SUEZ WTS ANALYTICAL INSTRUMTOC ANALYZER MAINTENANCE		6/2018	99355119	4,830.00
123690	99-9708	C & D MECHANICAL LLC	UNCLOG DRAIN PAN-CITY HAL	7/2018	1662	65.00
120700	99-9859	VERIZON WIRELESS SERVICES LPHONE @ SKIATOOK RAW WATE		6/2018	9809642623	16.00
123717	99-9996	ALLIANCE MAINTENANCE, INC.	JANITORIAL SERVICES	7/2018	105071	947.50
FUND TOTAL:						408,505.65

FUND: 29 - STORMWATER MANAGEMENT

SUMMARY REPORT

123851	99-103	ONG	GAS CHARGES-MAY 2018	6/2018	MAY 2018 123851	108.18
121395	99-1565	OKLAHOMA MUNICIPAL ASSURANCWORKMANS COMP QTRLY PYMNT		7/2018	1ST QTR 2018/2019	1,289.61
123273	99-28	OG&E	JUNE 2018 ELEC CHARGES	6/2018	6/22/18 123273	104.49
123573	99-3707	O'REILLY AUTOMOTIVE INC	TIRE PRESSURE SENSOR	6/2018	153-113812	44.89
123031	99-8434	FLEETCOR TECHNOLOGIES d/b/acNG JUNE 2018		6/2018	NP53671740	342.21
FUND TOTAL:						1,889.38

FUND: 30 - STREET & ALLEY

SUMMARY REPORT

123851	99-103	ONG	GAS CHARGES-MAY 2018	6/2018	MAY 2018 123851	105.93
122838	99-10302	LAMPTON WELDING SUPPLY CO, GAS/O2 REFILLS		7/2018	04681165	181.45
123854	99-10302	LAMPTON WELDING SUPPLY CO, CYLINDER LEASE-CUT TORCH		7/2018	631204	432.00
121395	99-1565	OKLAHOMA MUNICIPAL ASSURANCWORKMANS COMP QTRLY PYMNT		7/2018	1ST QTR 2018/2019	4,774.13
122632	99-1992	JOHN DEERE FINANCIAL ACCT#5HAND TOOLS		6/2018	F31939/2 5/25/18	19.99
123273	99-28	OG&E	JUNE 2018 ELEC CHARGES	6/2018	6/22/18 123273	185.07
FUND TOTAL:						5,698.57

FUND: 31 - CEMETERY MAINTENANCE

SUMMARY REPORT

123851	99-103	ONG	GAS CHARGES-MAY 2018	6/2018	MAY 2018 123851	111.55
123419	99-10302	LAMPTON WELDING SUPPLY CO, YEARLY CYLINDER LEASE		7/2018	631203	216.00
121395	99-1565	OKLAHOMA MUNICIPAL ASSURANCWORKMANS COMP QTRLY PYMNT		7/2018	1ST QTR 2018/2019	2,627.25
123273	99-28	OG&E	JUNE 2018 ELEC CHARGES	6/2018	6/22/18 123273	247.92
122558A	99-3707	O'REILLY AUTOMOTIVE INC	EQUIPMENT REPAIRS	6/2018	153-108938	113.26
120605	99-6159	LOT MAINTENANCE OF OKLAHOMAMOW RIGHT OF WAY AREAS		6/2018	035956	3,755.63
123718	99-6528	UNIFIRST HOLDINGS, INC.	UNIFORMS FOR CREWS	7/2018	8241493822	7.92
123416	99-68	A & M ELECTRIC, INC	CHANGE LIGHTS TO LED	6/2018	5827	883.00
123420	99-8372	SAWYER ENTERPRISES	MOWING-FLOWING FLOOD PROP	7/2018	300070418	950.00
123031	99-8434	FLEETCOR TECHNOLOGIES d/b/acNG JUNE 2018		6/2018	NP53671740	31.78
123417	99-8529	MAGIC REFRIGERATION CO.	PUMP FOR ICE MACHINE	7/2018	0040478-IN	254.27

FUND: 31 - CEMETERY MAINTENANCE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
FUND TOTAL:						9,198.58
FUND: 32 - HUNTING & FISHING						SUMMARY REPORT
120710	99-10516	HINSCH MARY	COMMISSION SALES	6/2018	730458	46.50
123878	99-10516	HINSCH MARY	CARETAKER AGREEMENT	7/2018	730458A	43.50
123885	99-10516	HINSCH MARY	LAKE CARETAKER STIPENED	7/2018	JULY 2018 123885	750.00
123273	99-28	OG&E	JUNE 2018 ELEC CHARGES	6/2018	6/22/18 123273	1,049.12
120720	99-4269	CREEK COUNTY RURAL WTR #3	WATER BILL @SAHOMA LAKE	6/2018	24027 5/25-6/27/18	134.50
FUND TOTAL:						2,023.62
FUND: 33 - GOLF COURSE						SUMMARY REPORT
123851	99-103	ONG	GAS CHARGES-MAY 2018	6/2018	MAY 2018 123851	187.88
122281	99-10302	LAMPTON WELDING SUPPLY CO,	C02 FOR FOUNTAIN	6/2018	889264	72.78
123859	99-10302	LAMPTON WELDING SUPPLY CO,	YEARLY CYLINDER LEASE	7/2018	630776	108.00
123731	99-10666	STEVEN H STODDARD	REPAIR ROOF IN GRILL AREA	6/2018	18-0630-02	200.00
121395	99-1565	OKLAHOMA MUNICIPAL ASSURANC	WORKMANS COMP QTRLY PYMNT	7/2018	1ST QTR 2018/2019	4,425.55
123735	99-175	STANDARD DISTRIBUTING INC	RESTOCK GRILL	7/2018	335187	369.06
122746	99-1992	JOHN DEERE FINANCIAL ACCT#5	OIL/CORD/HAND TOOLS	6/2018	N17912/2 6/4/18	450.24
123374	99-1992	JOHN DEERE FINANCIAL ACCT#5	PORTABLE FAN	6/2018	F43410/2 6/14/18	149.99
123273	99-28	OG&E	JUNE 2018 ELEC CHARGES	6/2018	6/22/18 123273	680.33
123739	99-4686	ANHEUSER BUSCH SALES-OKLAH	ORESTOCK GRILL	7/2018	221824	570.15
123076	99-4700	COX COMMUNICATIONS	CABLE DROPS	6/2018	067167801 6/29/18	29.51
123718	99-6528	UNIFIRST HOLDINGS, INC.	UNIFORMS FOR CREWS	7/2018	8241493827	9.86
123730	99-68	A & M ELECTRIC, INC	REPLACE LIGHTS	6/2018	5825	149.00
FUND TOTAL:						7,402.35
FUND: 34 - LIBRARY						SUMMARY REPORT
123539	99-10095	RICOH USA, INC	WARRANTY-GENEOL PRINTER	7/2018	5053762405	119.47
123535	99-10160	MERRIFIELD OFFICE SOLUTIONS	MISC OFFICE SUPPLIES	6/2018	0148122-001	498.36
123851	99-103	ONG	GAS CHARGES-MAY 2018	6/2018	MAY 2018 123851	146.37
121395	99-1565	OKLAHOMA MUNICIPAL ASSURANC	WORKMANS COMP QTRLY PYMNT	7/2018	1ST QTR 2018/2019	2,506.54
123537	99-1589	DEMCO, INC.	MISC SUPPLIES	6/2018	6401687	493.41
123545	99-2145	OTIS ELEVATOR COMPANY	SERVICE ELEVATOR	7/2018	TT08028G718	6,198.60
123273	99-28	OG&E	JUNE 2018 ELEC CHARGES	6/2018	6/22/18 123273	1,373.25
122418	99-3740	L & M OFFICE FURNITURE,	INCREPLACE FURNITURE	6/2018	78513-0	189.95
123525	99-3791	POSSUM GRAPE RHK, INC.	NEW RELEASES FOR LIBRARY	6/2018	258 RHK-19947	325.61
123529	99-7276	BARNES & NOBLE BOOKSELLERS	NEW BOOKS	6/2018	3684522	91.00
123533	99-7276	BARNES & NOBLE BOOKSELLERS	NEW RELEASES/BEST SELLERS	6/2018	3688436	1,450.97
122870	99-8259	AIRCO SERVICE, INC.	REPLACE COMPRESSOR	6/2018	2432799	4,135.50
123544	99-8259	AIRCO SERVICE, INC.	YEARLY MAINT AGREEMENT	7/2018	7/1/18-6/30/19	4,106.48
123527	99-8400	DENNIS WAYNE JACKSON	REPLACE LIGHTS/BALLASTS	6/2018	1270	500.00
123534	99-9782	BOOKS-A-MILLION, INC.	NEW BOOKS	6/2018	0895041630	1,476.85
123538	99-9890	EMPIRE PAPER CO	MISC JANITORIAL SUPPLIES	6/2018	0419100	493.86
FUND TOTAL:						24,106.22

FUND: 35 - PARKS & RECREATION

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
123851	99-103	ONG	GAS CHARGES-MAY 2018	6/2018	MAY 2018 123851	239.88
121395	99-1565	OKLAHOMA MUNICIPAL ASSURANC	WORKMANS COMP QTRLY PYMNT	7/2018	1ST QTR 2018/2019	3,571.97
123133	99-1992	JOHN DEERE FINANCIAL ACCT#5	OIL/WEEDEATER STRING	6/2018	N18804/2 6/15/18	67.95
123273	99-28	OG&E	JUNE 2018 ELEC CHARGES	6/2018	6/22/18 123273	3,069.86
123144	99-2805	SPORT SUPPLY GROUP, INC	DODGE BALLS	6/2018	902497231	90.00
123895	99-4520	GUARDIAN SECURITY SYSTEMS,	ALARM MONITOR-BTW	7/2018	55843 7/1-6/30/19	394.80
121104	99-4700	COX COMMUNICATIONS	CABLE-SENIOR & REC CENTER	6/2018	067168801 6/29/18	7.37
123718	99-6528	UNIFIRST HOLDINGS, INC.	UNIFORMS FOR CREWS	7/2018	8241493826	57.28
123641	99-68	A & M ELECTRIC, INC	SRVC CALL-REPAIR LIGHTS	6/2018	5837	439.50
123642	99-8259	AIRCO SERVICE, INC.	A/C NOT WORKING-BTW	6/2018	2439199	576.20
123031	99-8434	FLEETCOR TECHNOLOGIES d/b/a	CNG JUNE 2018	6/2018	NP53671740	62.32
123887	99-8545	TITAN COMMERCIAL SERVICES,	JANITORIAL SRVCS-PARK BAT	7/2018	JULY 2018 123887	750.00
123881	99-9288	ADVANCE ALARMS, INC	SENIOR CENTER-ALARM MONIT	7/2018	1636537	25.00
123882	99-9288	ADVANCE ALARMS, INC	PARK MAINT BLDG-ALARM MON	7/2018	1637217	25.00
120552	99-9595	CAMPBELL WENDY	DATA ENTRY-TRACKING PROGR	6/2018	6/15-29/18 120552	345.00
123892	99-9996	ALLIANCE MAINTENANCE, INC.	JANITORIAL SRVCS-BTW	7/2018	105430	875.00
123893	99-9996	ALLIANCE MAINTENANCE, INC.	JANITORIAL SRVS-SENIOR CE	7/2018	105429	695.00
FUND TOTAL:						11,292.13

FUND: 36 - SWIMMING POOL

SUMMARY REPORT

123714	99-10160	MERRIFIELD OFFICE SOLUTIONS	MISC JANITORIAL SUPPLIES	7/2018	0148482-001	89.47
123637	99-10219	JOSEPH WILLIAM NOZAK NOZAK-	CONCESSION SUPPLIES	6/2018	6.28.8	175.50
123649	99-10219	JOSEPH WILLIAM NOZAK NOZAK-	SNO-CONE SUPPLIES	7/2018	7.7.8	368.00
123851	99-103	ONG	GAS CHARGES-MAY 2018	6/2018	MAY 2018 123851	44.11
122512	99-10477	CHAD CLIFTON	BIOHAZARD TOTES	6/2018	5155	60.00
121395	99-1565	OKLAHOMA MUNICIPAL ASSURANC	WORKMANS COMP QTRLY PYMNT	7/2018	1ST QTR 2018/2019	1,130.71
123273	99-28	OG&E	JUNE 2018 ELEC CHARGES	6/2018	6/22/18 123273	445.66
123147	99-7070	MO' PIZZA RESTAURANTS, LLC	CONCESSION SUPPLIES	6/2018	630182	120.00
123875	99-7070	MO' PIZZA RESTAURANTS, LLC	CONCESSION SUPPLIES	7/2018	701181	258.00
124000	99-9288	ADVANCE ALARMS, INC	MONITORING-PARKS	7/2018	1636226	25.00
122505	99-9624	THE POOL STORE LLC	MISC CHEMICALS	6/2018	6305	45.75
FUND TOTAL:						2,762.20

FUND: 44 - MAJOR THOROFARE

SUMMARY REPORT

123273	99-28	OG&E	JUNE 2018 ELEC CHARGES	6/2018	6/22/18 123273	22,081.44
120316	99-3633	PUBLIC SERVICE COMPANY OF	OEXPRESSWAY LIGHTS-ELEC	6/2018	9512469420 6/26/18	586.78
119688A	99-8909	DUNHAM'S ASPHALT SERVICE,	IASPALT FOR PATCHING	6/2018	250024	238.68
122835	99-8909	DUNHAM'S ASPHALT SERVICE,	IPATCH	7/2018	250056	122.07
FUND TOTAL:						23,028.97

FUND: 45 - CAPITAL IMPROVEMENTS

SUMMARY REPORT

123696	99-10692	OMEGA RAIL MANAGEMENT	RR CROSSING AGRMNT	7/2018	#SLWC530608	1,500.00
121403A	99-3881	FHC, INC. DBA TETRA TECH	FHAMEND #1 FIRE TRAINING CN	6/2018	51330324	1,100.00
122947	99-3881	FHC, INC. DBA TETRA TECH	FHENG SERVICES-HOBSON ST	6/2018	51330323	2,200.00
FUND TOTAL:						4,800.00

FUND: 46 - WATER & SEWER SALES TAX

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
123851	99-103	ONG	GAS CHARGES-MAY 2018	6/2018	MAY 2018 123851	107.05
123514	99-10560	CORE & MAIN LP	6" RANGE DRESSER	6/2018	J104959	1,280.00
121395	99-1565	OKLAHOMA MUNICIPAL ASSURANCWORKMANS COMP QTRLY PYMNT		7/2018	1ST QTR 2018/2019	4,537.64
123507	99-1992	JOHN DEERE FINANCIAL ACCT#5HATCHET HANDLE		6/2018	F41613/2 6/11/18	17.99
123273	99-28	OG&E	JUNE 2018 ELEC CHARGES	6/2018	6/22/18 123273	420.22
123718	99-6528	UNIFIRST HOLDINGS, INC.	UNIFORMS FOR CREWS	7/2018	8241493828	7.44
123031	99-8434	FLEETCOR TECHNOLOGIES d/b/acNG	JUNE 2018	6/2018	NP53671740	206.46
FUND TOTAL:						6,576.80

FUND: 47 - VAC/SPAY/NEUTR ESCRW FUND

SUMMARY REPORT

123443	99-8803	SPAY OKLAHOMA, INC	SPAY/NEUTER	6/2018	6/4-6/21/18 123443	1,172.50
FUND TOTAL:						1,172.50

FUND: 49 - SEWER EXT & DEV FUND

SUMMARY REPORT

123678	99-3881	FHC, INC. DBA TETRA TECH FHENG	SRVCS-FRANKOMA RD	6/2018	51330320	6,800.00
FUND TOTAL:						6,800.00

FUND: 57 - E-911 FUND

SUMMARY REPORT

121395	99-1565	OKLAHOMA MUNICIPAL ASSURANCWORKMANS COMP QTRLY PYMNT		7/2018	1ST QTR 2018/2019	3,486.98
FUND TOTAL:						3,486.98

FUND: 58 - JUVENILE JUSTICE FUND

SUMMARY REPORT

120492	99-7564	HUMAN SKILLS & RESOURCES	I PROBATION SRVCS-COURT	6/2018	6/1-6/30/18 120492	1,250.00
120493	99-7564	HUMAN SKILLS & RESOURCES	IDRUG ASSESSMENT-COURT	6/2018	JUNE 2018 120493	15.00
FUND TOTAL:						1,265.00

FUND: 59 - HOTEL/MOTEL TAX FUND

SUMMARY REPORT

121395	99-1565	OKLAHOMA MUNICIPAL ASSURANCWORKMANS COMP QTRLY PYMNT		7/2018	1ST QTR 2018/2019	1,083.91
FUND TOTAL:						1,083.91

FUND: 60 - GRANTS AND AID

SUMMARY REPORT

122072	99-3881	FHC, INC. DBA TETRA TECH FHENGINEERING/SENEGENCE SWR		6/2018	51330319	26,000.00
FUND TOTAL:						26,000.00

FUND: 65 - STREET IMP.SALES TAX

SUMMARY REPORT

123369	99-10282	UNITED RENTALS (NORTH AMERIRENT	6" PUMP-SAHOMA BRIDG	6/2018	158154217-001	3,009.84
123706A	99-10675	SUNBELT EQUIPMENT AND SUPPLREBAR	FOR SAHOMA BRIDGE	7/2018	9635	14,094.30
122490A	99-2223	MAXWELL SUPPLY, INC.	ROCK BLADE-HOT SAW	7/2018	465919	303.48
111311R	99-7633	TRAFFIC ENGINEERING CONSULTREPLACE	LIGHT-DEWEY AVE	6/2018	11831	676.00
119149S	99-9629	GUY ENGINEERING SERVICES, IENG	SRVCS-SAHOMA BRIDGE	6/2018	840C-7	1,628.94
123708	99-9629	GUY ENGINEERING SERVICES, ILOCATION	STAKING	6/2018	840XS-1	600.00
FUND TOTAL:						20,312.56

FUND: 81 - G.O. BOND SINKING FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
121375	99-9620	UMB, CORPORATE TRUST DEPT.	DEBT SRVC PAYMENTS	6/2018	568483	250.00
FUND TOTAL:						250.00
FUND: 83 - G.O.BOND CONSTR FUND						SUMMARY REPORT
121421A	99-10584	HOUCHIN ELECTRIC CO, INC	WATER PUMP-ELEC RENOVATIO	6/2018	#6 7/3/18 121421A	150,480.90
123704	99-3881	FHC, INC. DBA TETRA TECH	FHPROF SRVCS-BASIN #2/4	6/2018	51330318	7,600.00
114688R	99-5348	PLANNING DESIGN GROUP	SPORTS COMPLEX	6/2018	4470	13,150.00
FUND TOTAL:						171,230.90
GRAND TOTAL:						892,388.03

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
6/2018	10	501-301	TRAINING & TRAVEL	48.41	
6/2018	10	504-407	BOOKS	533.26	
6/2018	10	508-260	MINOR EQUIPMENT & FURNISHINGS	117.99	
6/2018	10	508-331	UTILITIES	364.27	
6/2018	10	508-353	MAINTENANCE-BUILDINGS	1.75	
6/2018	10	510-311	PROFESSIONAL SERVICES	4,829.38	
6/2018	10	511-211	JANITORIAL SUPPLIES	279.59	
6/2018	10	511-212	CHEMICALS	680.00	
6/2018	10	511-221	FUEL AND OIL	75.79	
6/2018	10	511-331	UTILITIES	3,219.71	
6/2018	10	511-332	COMMUNICATIONS	400.10	
6/2018	10	511-351	MAINTENANCE-EQUIPMENT	29.99	
6/2018	10	511-352	MAINTENANCE-VEHICLES	2,768.11	
6/2018	10	511-353	MAINT-BUILDINGS & FIXTURE	234.97	
6/2018	10	512-201	OFFICE SUPPLIES	28.97	
6/2018	10	512-211	JANITORIAL SUPPLIES	103.44	
6/2018	10	512-214	OPERATIONAL SUPPLIES	305.96	
6/2018	10	512-221	FUEL AND OIL	94.83	
6/2018	10	512-301	TRAINING AND TRAVEL	165.00	
6/2018	10	512-314	UNIFORM CLEANING	88.99	
6/2018	10	512-321	PRISONER CARE	453.28	
6/2018	10	512-331	UTILITIES	2,108.88	
6/2018	10	512-351	MAINTENANCE-EQUIPMENT	12,754.00	
6/2018	10	512-352	MAINTENANCE-VEHICLES	671.78	
6/2018	10	513-331	UTILITIES	684.84	
6/2018	10	514-331	UTILITIES	338.12	
6/2018	10	517-332	COMMUNICATION	40.01	
6/2018	10	518-311	PROFESSIONAL SERVICES	200.00	
6/2018	10	590-201	OFFICE SUPPLIES	43.46	
6/2018	10	590-211	JANITOR SUPPLIES	8.74	
6/2018	10	590-311	PROFESSIONAL SERVICES	2,936.05	
6/2018	10	590-331	UTILITIES	676.25	
6/2018	10	590-332	COMMUNICATIONS	11,037.51	
6/2018	10	590-353	MAINT-BUILDING & FIXTURES	424.47	46,747.90
6/2018	20	523-241	SAFETY SUPPLIES	98.51	
6/2018	20	524-214	OPERATIONAL SUPPLIES	4,830.00	
6/2018	20	524-221	FUEL & OIL	82.32	
6/2018	20	524-302	DUES AND SUBSCRIPTIONS	782.00	
6/2018	20	524-311	PROFESSIONAL SERVICES	398.00	
6/2018	20	524-315B	FEES & OTHR CHGS-SKIATOOK	7,427.87	
6/2018	20	524-322	WATER PURCHASE	235.11	
6/2018	20	524-331	UTILITIES	18,202.61	
6/2018	20	524-341	RENTAL OF EQUIPMENT	25.08	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
6/2018	20	524-354	MAINTENANCE-FACILITIES	29.43	
6/2018	20	525-212	CHEMICALS	286.96	
6/2018	20	525-214	OPERATING SUPPLIES	113.93	
6/2018	20	525-221	FUEL & OIL	76.62	
6/2018	20	525-260	MINOR EQUIPMENT & FURNISHINGS	36.31	
6/2018	20	525-311	PROFESSIONAL SERVICES	960.00	
6/2018	20	525-311D	PROF SERVICES-TESTING	255.00	
6/2018	20	525-331	UTILITIES	20,706.86	
6/2018	20	525-341	RENTAL OF EQUIPMENT	15.54	
6/2018	20	525-345	DISPOSAL OF SLUDGE	354.12	
6/2018	20	525-351	MAINTENANCE-EQUIPMENT	149.40	
6/2018	20	525-353	MAINT-BUILDING/FIXTURES	49.98	
6/2018	20	525-354	MAINTENANCE-FACILITIES	5,725.99	
6/2018	20	525-401	EQUIPMENT	7,880.00	
6/2018	20	527-141	CONTRACT LABOR	112,408.03	
6/2018	20	528-141	CONTRACT LABOR	5,000.00	
6/2018	20	590-201	OFFICE SUPPLIES	43.45	
6/2018	20	590-211	JANITORIAL SUPPLIES	8.74	
6/2018	20	590-331	UTILITIES	676.26	
6/2018	20	590-353	BUILDING MAINTENANCE	301.25	187,159.37
6/2018	29	529-221	FUEL & OIL	342.21	
6/2018	29	529-331	UTILITIES	212.67	
6/2018	29	529-352	MAINTENANCE-VEHICLES	44.89	599.77
6/2018	30	530-231	MINOR TOOLS	19.99	
6/2018	30	530-331	UTILITIES	291.00	310.99
6/2018	31	531-141	CONTRACT LABOR	3,755.63	
6/2018	31	531-221	FUEL & OIL	31.78	
6/2018	31	531-331	UTILITIES	359.47	
6/2018	31	531-351	MAINTENANCE-EQUIPMENT	113.26	
6/2018	31	531-353	MAINT-BUILDINGS	883.00	5,143.14
6/2018	32	532-142	PERMIT SALES COMMISSION	46.50	
6/2018	32	532-331	UTILITIES	1,183.62	1,230.12
6/2018	33	533-213	CONCESSION SUPPLY	72.78	
6/2018	33	533-231	MINOR TOOLS	149.99	
6/2018	33	533-331	UTILITIES	868.21	
6/2018	33	533-353	MAINTENANCE-BUILDINGS	349.00	
6/2018	33	533-354	MAINTENANCE-FACILITIES	479.75	1,919.73
6/2018	34	534-201	OFFICE SUPPLIES	991.77	
6/2018	34	534-211	JANITORIAL SUPPLIES	493.86	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
6/2018	34	534-231	MINOR TOOLS	4,135.50	
6/2018	34	534-290	GRANT EXPENSE-OTHER	91.00	
6/2018	34	534-331	UTILITIES	1,519.62	
6/2018	34	534-354	MAINTENANCE-FACILITIES	500.00	
6/2018	34	534-402A	FURNITURE-STATE AID GRANT	189.95	
6/2018	34	534-407	BOOKS	3,253.43	11,175.13
6/2018	35	535-141	CONTRACT LABOR	345.00	
6/2018	35	535-221	FUEL AND OIL	62.32	
6/2018	35	535-243	RECREATIONAL SUPPLIES	90.00	
6/2018	35	535-331	UTILITIES	3,309.74	
6/2018	35	535-332	COMMUNICATIONS	7.37	
6/2018	35	535-351	MAINTENANCE-EQUIPMENT	67.95	
6/2018	35	535-353	MAINT-BUILDINGS/FIXTURES	1,015.70	4,898.08
6/2018	36	536-212	CHEMICALS	45.75	
6/2018	36	536-213	CONCESSION SUPPLIES	295.50	
6/2018	36	536-241	SAFETY SUPPLIES	60.00	
6/2018	36	536-331	UTILITIES	489.77	891.02
6/2018	44	544-331	UTILITIES	22,668.22	
6/2018	44	544-354	MAINTENANCE-FACILITIES	238.68	22,906.90
6/2018	45	546-311B	PROF SVCS-ENG - CA, RPR, & INS	1,100.00	
6/2018	45	546-405B	FACILITIES - CONTRACT	2,200.00	3,300.00
6/2018	46	1699	INVENTORY PURCHASED	1,280.00	
6/2018	46	546-214	OPERATIONAL SUPPLIES	17.99	
6/2018	46	546-221	FUEL AND OIL	206.46	
6/2018	46	546-331	UTILITIES	527.27	2,031.72
6/2018	47	547-315	OTHER SERVICES & CHARGES	1,172.50	1,172.50
6/2018	49	526-311	PROFESSIONAL SERVICES	6,800.00	6,800.00
6/2018	58	558-141	CONTRACT LABOR	1,250.00	
6/2018	58	558-311	PROFESSIONAL SERVICES	15.00	1,265.00
6/2018	60	592-311A	PROF SVCS - DESGN & BID	26,000.00	26,000.00
6/2018	65	565-311A	PROF SERVICES - ENGINEERING	2,304.94	
6/2018	65	565-405B	FACILITIES-CONTRACT	3,609.84	5,914.78
6/2018	81	581-502	FISCAL AGENT FEES	250.00	250.00
6/2018	83	571-311B	PROF SVCS-ENG (C.A. & INSP)	7,600.00	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
6/2018	83	576-405B	FACILITIES-CONTRACT	150,480.90	
6/2018	83	578-311A	PROF SVCS-ENG (DESIGN, BID)	13,150.00	171,230.90
7/2018	10	502-134	WORKER'S COMPENSATION	1,983.06	
7/2018	10	503-134	WORKER'S COMPENSATION	1,767.51	
7/2018	10	504-134	WORKER'S COMPENSATION	1,566.74	
7/2018	10	505-134	WORKER'S COMPENSATION	296.84	
7/2018	10	506-134	WORKER'S COMPENSATION	958.27	
7/2018	10	508-134	WORKER'S COMPENSATION	966.90	
7/2018	10	508-315	FEES & OTHER CHARGES	25.00	
7/2018	10	509-134	WORKER'S COMPENSATION	2,539.80	
7/2018	10	509-311	PROFESSIONAL SERVICES	717.50	
7/2018	10	510-134	WORKER'S COMPENSATION	468.05	
7/2018	10	511-134	WORKER'S COMPENSATION	32,819.03	
7/2018	10	511-241	SAFETY EQUIPMENT	367.00	
7/2018	10	511-302	DUES AND SUBSCRIPTIONS	6,919.00	
7/2018	10	511-332	COMMUNICATIONS	2,028.00	
7/2018	10	511-341	RENTAL OF EQUIPMENT	108.00	
7/2018	10	511-352	MAINTENANCE-VEHICLES	568.64	
7/2018	10	511-505	LEASE PAYMENTS	150.00	
7/2018	10	512-134	WORKER'S COMPENSATION	30,569.92	
7/2018	10	512-141	CONTRACT LABOR	1,595.00	
7/2018	10	512-201	OFFICE SUPPLIES	695.99	
7/2018	10	512-211	JANITORIAL SUPPLIES	810.98	
7/2018	10	512-214	OPERATIONAL SUPPLIES	226.95	
7/2018	10	512-302	DUES AND SUBSCRIPTIONS	300.00	
7/2018	10	512-321	PRISONER CARE	82.98	
7/2018	10	512-351	MAINTENANCE-EQUIPMENT	7,605.00	
7/2018	10	512-352	MAINTENANCE-VEHICLES	872.98	
7/2018	10	512-353	MAINTENANCE-BUILDINGS	1,580.00	
7/2018	10	513-134	WORKER'S COMPENSATION	1,130.10	
7/2018	10	514-134	WORKER'S COMPENSATION	144.11	
7/2018	10	515-134	WORKER'S COMPENSATION	917.63	
7/2018	10	516-134	WORKER'S COMPENSATION	525.94	
7/2018	10	517-134	WORKER'S COMPENSATION	1,120.86	
7/2018	10	518-134	WORKER'S COMPENSATION	486.53	
7/2018	10	590-141	CONTRACT LABOR	947.50	
7/2018	10	590-353	MAINT-BUILDING & FIXTURES	65.00	
7/2018	10	590-505	LEASE PAYMENTS	2,327.00	
7/2018	10	591-390	CONTINGENCY FOR EXP NOT BUDGET	500.00	106,753.81
7/2018	20	504-134	WORKER'S COMPENSATION	264.82	
7/2018	20	522-134	WORKER'S COMPENSATION	1,588.91	
7/2018	20	523-134	WORKER'S COMPENSATION	2,081.60	
7/2018	20	523-301	TRAINING & TRAVEL	276.00	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
7/2018	20	523-314	UNIFORM CLEANING	13.21	
7/2018	20	524-134	WORKER'S COMPENSATION	3,721.01	
7/2018	20	524-314	UNIFORM CLEANING	19.74	
7/2018	20	524-354	MAINTENANCE-FACILITIES	609.00	
7/2018	20	525-134	WORKER'S COMPENSATION	4,458.81	
7/2018	20	525-214-.01	OPERATING SUPPLIES-LAB	1,175.36	
7/2018	20	525-314	UNIFORM CLEANING	19.90	
7/2018	20	590-141	CONTRACT LABOR	947.50	
7/2018	20	590-353	BUILDING MAINTENANCE	65.00	
7/2018	20	590-501G	REVENUE BOND EXP - SERIES 2013	205,626.25	
7/2018	20	590-502	REVENUE BOND TRUSTEE FEES	479.17	221,346.28
7/2018	29	529-134	WORKER'S COMPENSATION	1,289.61	1,289.61
7/2018	30	530-134	WORKER'S COMPENSATION	4,774.13	
7/2018	30	530-214	OPERATING SUPPLIES	181.45	
7/2018	30	530-341	RENTAL OF EQUIPMENT	432.00	5,387.58
7/2018	31	531-134	WORKER'S COMPENSATION	2,627.25	
7/2018	31	531-141	CONTRACT LABOR	950.00	
7/2018	31	531-314	UNIFORM CLEANING	7.92	
7/2018	31	531-341	RENTAL OF EQUIPMENT	216.00	
7/2018	31	531-351	MAINTENANCE-EQUIPMENT	254.27	4,055.44
7/2018	32	532-141	CONTRACT LABOR	750.00	
7/2018	32	532-142	PERMIT SALES COMMISSION	43.50	793.50
7/2018	33	533-134	WORKER'S COMPENSATION	4,425.55	
7/2018	33	533-213	CONCESSION SUPPLY	1,047.21	
7/2018	33	533-314	UNIFORM CLEANING	9.86	5,482.62
7/2018	34	534-134	WORKER'S COMPENSATION	2,506.54	
7/2018	34	534-302	DUES AND SUBSCRIPTIONS	119.47	
7/2018	34	534-351	MAINTENANCE-EQUIPMENT	10,305.08	12,931.09
7/2018	35	535-134	WORKER'S COMPENSATION	3,571.97	
7/2018	35	535-141	CONTRACT LABOR	2,714.80	
7/2018	35	535-311	PROFESSIONAL SERVICES	50.00	
7/2018	35	535-314	UNIFORM CLEANING	57.28	6,394.05
7/2018	36	536-134	WORKMAN'S COMPENSATION	1,130.71	
7/2018	36	536-141	CONTRACT LABOR	25.00	
7/2018	36	536-211	JANITORIAL SUPPLIES	89.47	
7/2018	36	536-213	CONCESSION SUPPLIES	626.00	1,871.18
7/2018	44	544-354	MAINTENANCE-FACILITIES	122.07	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
					122.07
7/2018	45	546-311	PROF SERVICES-PERMITS	1,500.00	1,500.00
7/2018	46	546-134	WORKER'S COMPENSATION	4,537.64	
7/2018	46	546-314	UNIFORM CLEANING	7.44	4,545.08
7/2018	57	557-134	WORKERS COMP	3,486.98	3,486.98
7/2018	59	559-134	WORKER'S COMPENSATION	1,083.91	1,083.91
7/2018	65	565-401	EQUIPMENT	303.48	
7/2018	65	565-405B	FACILITIES-CONTRACT	14,094.30	14,397.78
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		892,388.03
			REPORT TOTAL:		892,388.03



Consent Agenda 7.B.

City Council Regular

Meeting Date: July 16, 2018

Submitted By: Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving Prepaid Claims in the amount of \$108,409.30.

Attachments

Prepaid Claims List 7-16-18

Prepaid Claims for Agenda 7/16/18
Submitted by: Amber Fisher A/P

City:

Holiday Inn reservations to a conference for Police Officers training.

OMAG Property and Liability insurance coverage.

Otis Elevator for annual maintenance on City Hall elevator.

Tyler Technologies Inventory Control for new fiscal year.

Tyler Technologies fees for online credit cards.

Weapons System Training Council for seminar fees.

American Heritage Bank payments on meter reading equipment.

OML 2018-2019 Service Fees for Sapulpa

SMA:

OMAG property insurance coverage for Skiatook Raw Water Conveyance System.

US Post Office a postage check for mailing Utility bills.

Total Amount for SMA- \$ 108,409.30

DATE	DESCRIPTION	CHECK NO	AMOUNT
7/06/18	7/6/18 122987 PREPAY MONEY FOR BILLING	5,000.00	5,000.00
			5,000.00

*** DEBITS ***

AMERICAN HERITAGE BANK AND TRUST
SAPULPA, OK 74066

TREASURER OF
THE CITY OF SAPULPA
P.O. BOX 1130
SAPULPA, OK 74067-1130

CHECK NO#: 123530

VEND: 7311

123530

----- FIVE THOUSAND & 00/100 DOLLARS -----
TO THE ORDER OF

DATE 7/06/2018

CHECK/WARRANT NUMBER

AMOUNT
5,000.00

US POST MASTER

[Signature]
[Signature]

VOID AFTER ONE YEAR

⑈ 123530⑈ ⑆ 103100616⑆ ⑈ 180 928 2⑈



AGENDA ITEM

Consent Agenda 7.C.

City Council Regular

Meeting Date: July 16, 2018

Submitted For: Rick Rumsey, Assistant City Manager

Submitted By: Amy Hoehner, Legal Assistant

Department: Public Works

Presented By: Rick Rumsey

SUBJECT:

Consider renewing the Agreement with S2 Engineering, PLLC for engineering services relative to management of the City's Industrial Pretreatment Program.

BACKGROUND:

The Agreement contracts S2 Engineering to perform engineering services and provide necessary technical and program assistance to manage the overall Industrial Pretreatment Program for the City of Sapulpa from July 1, 2018 through June 30, 2019. The cost associated with the authorized services is in the amount of \$60,000.00 and is unchanged from the past year.

RECOMMENDATION:

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

Fiscal Impact

Amount: \$60,000.00

To be paid from: Industrial Pretreatment Fund

Account number: 20-528-141

Attachments

Letter Srin Sundaramoorthy, S2 Engineering

Agreement - Industrial Pretreatment Program Management

June 5, 2018

Ms. Joan Riley
City Manager
City of Sapulpa
425 E. Dewey Avenue
Sapulpa, OK 74067

Re: Pretreatment Program Management Services for FY 2019 (7/1/18 – 6/30/19)
Engineering Services Agreement

Dear Ms. Riley:

The current agreement for the Industrial Pretreatment Management concludes by the end of this fiscal year, June 30, 2018. To continue with the services for FY 2019, please find attached two copies of the agreement for your review. The scope of services and the compensation follow the same from the current year.

I am submitting the agreement for city review and approval. After approval, please return us a signed original copy for our file.

Please let me know if you have questions or need further information. We appreciate this opportunity to be of service to the City of Sapulpa.

Sincerely,



Srini Sundaramoorthy, P.E.
President

AGREEMENT FOR ENGINEERING SERVICES

SAPULPA INDUSTRIAL PRETREATMENT PROGRAM MANAGEMENT JULY 1, 2018 TO JUNE 30, 2019

THIS AGREEMENT, including Attachments between Sapulpa Municipal Authority, City of Sapulpa (Owner) and S2 Engineering PLLC (Engineer);

WITNESSETH:

WHEREAS, Owner intends to manage Sapulpa's Industrial Pretreatment Program (the Project) in accordance with State and federal requirements; and,

WHEREAS, Owner requires certain engineering services (the Services) in connection with the Project; and,

WHEREAS, Engineer is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the 1st day of July 2018.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the state of Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services.

ARTICLE 4 - COMPENSATION

Owner shall pay Engineer in accordance with Attachment B, Compensation.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities and Special Conditions.

ARTICLE 6 - STANDARD OF CARE

Engineer shall perform the Services undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable laws and regulations published and in effect at the time of performance of the Services. Other than the obligation of the Engineer to perform in accordance with the foregoing standard, no warranty, either express or implied, shall apply to the Services to be performed by the Engineer pursuant to this Agreement or the suitability of Engineer's work product.

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services; and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article.

7.2 Indemnification. Engineer and Owner each agrees to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused solely by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Owner, they shall be borne by each party in proportion to its own negligence.

7.3 Consequential Damages. Engineer shall not be liable to Owner for any special, indirect, or consequential damages resulting in any way from the performance of the Services such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

7.4 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

7.5 Limitations of Liability. To the fullest extent permitted by law, Engineer's total liability to the Owner for all claims, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed the limits of the Engineer's insurance coverage.

ARTICLE 8 - INSURANCE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$250,000 for each accident.
- (3) Workers' Compensation Insurance and Employer's liability Insurance in accordance with statutory requirements.
- (4) Professional Liability Insurance, with a limit of \$500,000 annual aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

Provided that the Engineer has acted in good faith, Engineer shall not be liable to Owner for breach of contract or for negligent error or omission in failing to detect, prevent, or report the failure of any contractor, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to the Owner, failure to finish or construct the Project in accordance with the plans and specifications, or failure to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will conform to Engineer's cost estimates or that actual schedules will conform to Engineer's projected schedules. Engineer shall complete the services within the time frame outlined on Attachment D, Schedule, subject to conditions which are beyond the control of the Engineer.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

ARTICLE 14 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Engineer's compensation.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods, earthquakes, fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer:	S2 Engineering PLLC P.O. Box 2347, Broken Arrow, OK 74013 Attention: Srinu Sundaramoorthy, P.E. Principal Engineer
Owner:	City of Sapulpa 425 E. Dewey, Sapulpa, OK 74067 Attention: Joan Riley, City Manager

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 - WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 - INTEGRATION

This Agreement represents the entire and integrated Agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 21, Owner and Engineer each binds itself and its successors and assigns to the other party to this Agreement.

ARTICLE 21 - ASSIGNMENT

Neither Owner nor Engineer shall assign its duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

Owner: Sapulpa Municipal Authority, City of Sapulpa

Engineer: S2 Engineering PLLC

By:

By: *Srinivasan Sundaramoorthy*

Srinivasan Sundaramoorthy, P.E.
(Srini Sundaramoorthy)

Title:

Title:

President

Date:

Date:

July 1, 2018

Approved:

City Attorney:

Attest :

City Clerk

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
SAPULPA MUNICIPAL AUTHORITY, CITY OF SAPULPA, OWNER
AND
S2 ENGINEERING PLLC, ENGINEER
FOR**

**SAPULPA INDUSTRIAL PRETREATMENT PROGRAM MANAGEMENT
JULY 1, 2018 TO JUNE 30, 2019**

SCOPE OF SERVICES

The following scope of services shall be made a part of the Agreement dated _____, 2018.

I. PROJECT UNDERSTANDING

The City of Sapulpa, as required in the OPDES Permit No. OK0043947, operates an industrial pretreatment program in accordance with the General Pretreatment Regulations (40CFR403). Sapulpa's pretreatment program was originally approved by EPA in 1984 with a major modification to the Program approved by DEQ in August 2007. The scope of this project involves providing necessary technical and professional assistance to assist the Owner to manage the program, so it will be in compliance with the local pretreatment program requirements. Engineer's service will extend from July 1, 2018, to June 30, 2019.

Owner and Engineer acknowledge the fact that at times DEQ and EPA may make subjective judgments which are disputable and/or DEQ and EPA may act while lacking certain key information. Engineer's responsibility at such instances will be limited to providing additional information, clarifications, and justification to mutually resolve such issues with the regulatory agencies.

Specific tasks associated with this project are described below

II. SCOPE OF SERVICES

A. PRETREATMENT PORGRAM MANAGEMENT

- 1. Program Coordination.** This task pertains to necessary technical assistance and coordination at the request and on behalf of the Owner in responding to potential industry enquiries regarding the pretreatment program.

2. General Pretreatment Program Management. This task involves providing necessary technical and program assistance to manage the overall Industrial Pretreatment Program in coordination with the Owner. The following tasks are included:

- a. The Engineer will act as the general liaison of the Owner and coordinate with industrial users and the regulatory agencies as needed. Engineer shall also assist the Owner in responding to regulatory inquiries regarding the pretreatment program and attend meetings with DEQ as requested.
- b. Data/Record. This task includes compilation of existing reports/records pertaining to the pretreatment program and maintaining record and data applicable to the pretreatment program. The pretreatment regulations require that a minimum of three years of records be maintained. Available data and records from the Owner will be gathered, compiled, and maintained in a format suitable for review by approving agency.
- c. New Industries. Engineer shall assist the Owner in responding to inquiries from potential industrial clients regarding the City's pretreatment program requirements and perform preliminary analyses as needed. Engineer shall coordinate and assist in the issuance of permits for new industries as applicable.
- d. Annual Influent/Effluent Testing. Engineer shall coordinate and review reports of annual testing required by the pretreatment program. Services for sampling and testing are not included in the scope. Owner will pay the cost of all sampling and testing directly to the laboratory.
- e. General Program Liaison and Coordination. Engineer shall act as the general liaison and coordinate with regulatory agencies on all pretreatment program requirements. Engineer shall also assist and advise the Owner on annual pretreatment budget requirements.

3. Industrial User Inspection. The pretreatment program requires that the Owner inspect and sample the effluent from each significant industrial user (SIU) at least once a year. This task involves scheduling, coordinating, and conducting the annual inspection of all SIUs as required by the program and all other industries as needed, and preparing the necessary report of findings in accordance with the pretreatment program. The actual sampling and testing of the effluent will be by Owner's personnel and/or through an independent testing

laboratory paid separately by the Owner. If the annual inspections require follow-up inspections, the Engineer shall coordinate and perform such inspections as well.

- 4. Review Self-Monitoring Reports.** The pretreatment program requires each permitted SIU to self-monitor and report certain activities. This task involves review of the self-monitoring reports and advising and assisting the Owner of necessary follow-up actions to be taken.
- 5. Industrial Waste Survey.** The pretreatment program requires that an industrial waste survey be conducted periodically to assure that reasonably current information is on file for all industrial users. The task includes the industrial waste survey to be conducted as follows:
 - a. Based on the City's billing records and other available information, all potential industrial users within the wastewater system will be identified. If needed, an industrial waste questionnaire will be sent to certain industries for response within a specific time period.
 - b. Perform follow-up enquiry to make sure all responses are completed on time.
 - c. Review the responses and determine if any industry should be added to the SIU list.
 - d. For those identified as an SIU, issue permits or other control mechanisms, review baseline monitoring report, and other reporting.
- 6. Spill Prevention/Slug Loading Plan.** The pretreatment program requires that the Owner evaluate whether or not each significant industrial user needs a plan to control slug discharges. This task involves the coordination of this effort. This evaluation will be done as part of and in conjunction with the annual inspection described above.
- 7. Enforcement.** The Engineer shall coordinate and assist the Owner in the enforcement of and obtaining remedies from any industrial user who is noncompliant with the pretreatment program. Such efforts will include identification of noncompliance based on annual inspections and the review of self-monitoring reports, preparation of appropriate enforcement actions such as notice of violations and consent orders for the Owner's use, and providing follow-up assistance. Owner will provide legal services as needed in the enforcement.

8. Annual Report. Annually, as stipulated in the OPDES permit, the Engineer shall prepare an updated pretreatment program status report for submission to the DEQ. The report shall include:

- a. Updated list of all significant industrial users.
- b. Standard Industrial Classification (SIC) code and categorical determination.
- c. Control document status for each user.
- d. A summary of all monitoring activities performed within the previous 12 months including the total number of inspections and sampling visits performed.
- e. Status of compliance with both effluent limitations and reporting requirements.
- f. A list of all significant industrial users whose authorization to discharge was terminated or revoked during the past 12-month period and the reason for termination.
- g. A report on any interference, pass-through, upset, or POTW permit violations known or suspected to be caused by industrial contributors and action taken in response.
- h. A copy of the newspaper publication (if applicable) of the significantly noncompliant industrial user(s).
- i. The monthly average water-quality-based effluent concentration necessary to meet the state water quality standards as developed in the approved technically-based local limits.

9. Annual List. If applicable, the Engineer shall assist the Owner in the annual preparation of a list of industrial users who were significantly noncompliant in the preceding 12 months. This list is to be published at the Owner's cost in the largest circulated local daily newspaper.

10. Technically-Based Local Limits (TBLL). Current program TBLL was approved by the DEQ in 2007. An updated TBLL as required by DEQ was completed in 2011. Engineer shall utilize and implement the TBLL in all new permits.

11. Renewal of Industrial Wastewater Discharge Permit. The Engineer shall assist the Owner in the renewal of industrial wastewater discharge permits to each existing SIU. Such tasks shall include providing

necessary renewal applications to the SIUs, reviewing the application, and recommending approval.

12. Pretreatment Program Office. It is understood that the Owner will make available the pretreatment program office at the Regional Wastewater Treatment plant or at a suitable location for Engineer's use.

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
SAPULPA MUNICIPAL AUTHORITY, CITY OF SAPULPA, OWNER
AND
S2 ENGINEERING PLLC, ENGINEER
FOR**

**SAPULPA INDUSTRIAL PRETREATMENT PROGRAM MANAGEMENT
JULY 1, 2018 TO JUNE 30, 2019**

COMPENSATION

The following compensation provisions shall be made a part of the Agreement dated the _____, 2018.

I. PAYMENTS FOR SERVICES AND EXPENSES OF THE ENGINEER

Basic Engineering Services. For authorized services performed by the Engineer under Article 3, Owner will pay the Engineer lump sum amount of \$60,000.

Additional Engineering Services. For authorized services performed by the Engineer which are outside the Scope of Services outlined in Attachment A of this Agreement, the Owner will pay the Engineer at a mutually agreed rate.

II. TIMES OF PAYMENT

Invoices are due and payable within 30 days of date of invoice. Invoices past due are subject to interest at the rate of 1% per month.

A. Basic Engineering Services. For the basic engineering services performed under Article 3, payment shall be 12 equal monthly payments during the duration of the contract.

B. Additional Engineering Services. For additional engineering services, monthly payments by the Owner shall be based on detailed invoices from Engineer for work completed.

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
SAPULPA MUNICIPAL AUTHORITY, CITY OF SAPULPA, OWNER
AND
S2 ENGINEERING PLLC, ENGINEER
FOR**

**SAPULPA INDUSTRIAL PRETREATMENT PROGRAM MANAGEMENT
JULY 1, 2018 TO JUNE 30, 2019**

OWNER'S RESPONSIBILITIES

The following Owner responsibility provisions shall be made a part of the Agreement dated the _____, 2018.

I. OWNER RESPONSIBILITIES

1. Owner shall provide attorney's service for all legal reviews and assistance in implementing the pretreatment program. Such assistance shall include but not limited to enforcement activities on the industries, responding to DEQ notice of violations, consent decrees, orders, or other requests.
2. Owner shall be responsible for all DEQ permit fees, cost of all sampling and testing of plant influent/effluent/sludge, industrial users, and any other required testing mandated by the program or DEQ.
3. Owner shall make all provisions for the Engineer to enter upon public or private property as required for the Engineer to perform his Services under this Agreement.
4. Owner shall assist the Engineer in obtaining data/records pertaining to the industrial pretreatment program.
5. Owner shall provide an office for Engineer's use in implementing and managing the program.
6. Engineer acts as the agent of the Owner in implementing the pretreatment program requirements, and the Owner shall provide all necessary support to assist the Engineer in this regard.

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
SAPULPA MUNICIPAL AUTHORITY, CITY OF SAPULPA, OWNER
AND
S2 ENGINEERING PLLC, ENGINEER
FOR**

**SAPULPA INDUSTRIAL PRETREATMENT PROGRAM MANAGEMENT
JULY 1, 2018 TO JUNE 30, 2019**

SCHEDULE

The following schedule shall be made a part of the Agreement dated the _____, 2018.

Engineer shall render service in a timely manner necessary to implement and manage the pretreatment program as required in the OPDES Permit and the local pretreatment program document.

This agreement covers Engineer's services for outlined scope starting July 1, 2018 through June 30, 2019. This agreement may be amended mutually to extend the initial period.



AGENDA ITEM

Consent Agenda 7.D.

City Council Regular

Meeting Date: July 16, 2018

Submitted By: Jody Baker, Parks and Recreation Director

Department: Parks & Recreation

Presented By: Jody Baker

SUBJECT:

Consider renewing the Janitorial Service Agreement with Alliance Maintenance for the Park and Recreation Department at Senior Citizens Community Center in the amount of \$695.00 per month for an additional one year term.

BACKGROUND:

The Agreement is with Alliance Maintenance to provide janitorial services for the Senior Citizens Center from July 1, 2018 through June 30, 2019. The cost associated with these services is in the amount of \$695.00 per month and is unchanged from the past year.

RECOMMENDATION:

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

Fiscal Impact

Amount: \$8,340.00

To be paid from: Parks and Recreation Fund #35

Account number: 35-535-141

Attachments

Senior Center Agreement



P.O Box 1130 –Sapulpa, OK 74067-1130 918-224-3040 –918-224-666-FAX

AGREEMENT FOR JANITORIAL SERVICES SENIOR CITIZENS CENTER

FY 2018-2019

This agreement by and between the City of Sapulpa, a municipal corporation, hereinafter referred to as “City”, and Alliance Maintenance, hereinafter referred to as “Contractor”, and for and in consideration of the covenants stated herein, do agree as follows, to-wit:

1. INTENT –

It is the intent of this contract to set forth the terms, conditions and the requirements for providing the necessary janitorial services as outlined herein for the Parks Department.

It is further intended that the services covered by this contract shall be furnished by Contractor subject to all the terms and conditions set forth in this contract. No other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing.

2. NATURE OF RELATIONSHIP –

The parties expressly intend and agree that this Agreement establishes an independent contractor relationship between them and that no employer/employee or master/servant relationship shall be created between the parties. The Contractor is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of the City. The City shall determine the work to be done by the Contractor, but the Contractor shall determine the legal means by which the Contractor accomplishes the work specified by the City. The City is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments it owes the Contractor. Neither the Contractor nor its employees shall be entitled to receive any benefits which employees of the City are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for the City. Neither party hereto shall have any right, power, or authority to enter into any agreement for or on behalf of the other party, or to incur any obligation or liability or otherwise bind the other party. This Agreement does not create an association, joint venture, or partnership between the parties nor impose any partnership liability upon either party. The Contractor represents and warrants to the City that he is engaged in an independent calling and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services specified in this Agreement, and that all such services and work shall be performed by Contractor in a good, workmanlike, and professional manner.

3. TERMS OF CONTRACT –

The term of the contract shall be for the period of **July 1, 2018** and continuing through **June 30, 2019**. This agreement may be extended for a period of one year upon the recommendation of the Director of Parks and Recreation and/or the Sapulpa Parks and Recreation Board and approval by the City Council.

4. CHANGES –

The City of Sapulpa may make changes within the general scope of the services to be performed by giving notice to Contractor and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of the services, an equitable adjustment in the price, as stated at the end of this agreement, shall be made. No change by the Contractor shall be recognized without written approval of the City.

5. ASSIGNMENT –

Contractor shall not sell, sublet, or assign this agreement or any portion thereof to any person or persons, except upon the written approval of the City.

6. CONTRACT CANCELLATION –

Irrespective of any breach of the provisions set forth herein, the City shall have the right to cancel the contract upon thirty (30) days written notice to the Contractor. The Contractor shall have the right to cancel the contract upon ninety (90) days written notice to the City.

7. CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS –

General Liability – The City shall not be held liable or responsible for any accident, loss, assault, battery, defamations, false arrest, false imprisonment, invasion of privacy, intentional, or negligent infliction of emotional distress, injury (including death), or damages happening or occurring during the term of the performance of the work, to persons and/or property, and the Contractor shall fully indemnify and protect the City from and against the same. In addition to the liability imposed by law on the Contractor for damage or injury (including death) to persons or property by reason of negligence of the Contractor or his agents, such liability is not impaired or otherwise affected hereby and the Contractor hereby assumed liability for and agrees to save the City harmless and indemnify him for every expense, liability or payment by reasons or any damage or injury (including death) to persons or property suffered or any of his subcontractors or anyone directly or indirectly employed by either of them or arising in any way from the work called for in the contract.

Liens – Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes, or actions or suits of whatever nature arising out the services, labor and materials furnished by the Contractor or his subcontractors under the scope of this contract and from all laborers', materials men's and mechanics' liens upon the real property upon which the work is located or any property of the City of Sapulpa.

Insurance Requirements - The Contractor, and any sub-contractors, shall carry and keep in force during the term of the contract policies of public liability and insurance including any contractual liability assumed under the contract in the minimum amounts set forth below, worker's compensation, and employer's liability

insurance in the amount required by law. The Contractor shall also furnish an owner's protective policy in the same amounts with the City of Sapulpa as the named assured by the same insurance company as the insurer of Contractor's liability coverage.

Personal Injury, each person	\$ 100,000
Personal Injury, each occurrence	\$ 1,000,000
Property Damage, each person	\$ 25,000
Property Damage, each occurrence	\$ 100,000

The policy shall provide a clause stating that it cannot be cancelled by the insurer without the insurer first giving the City ten (10) days written notice of cancellation. The Contractor shall furnish the City a certificate of insurance showing such coverage within ten (10) days following the award of the contract by the City prior to starting work. The City of Sapulpa shall be listed as an additional insured on all certificates of insurance.

8. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED –

During the performance of this contract, the contractor agrees he will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

9. OTHER APPLICABLE LAWS –

Any provisions required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule, or regulation shall be deemed to be incorporated herein.

10. SCOPE OF SERVICES –

The work performed as a result of this agreement shall be of the highest quality and shall be consistently so throughout the term of the resulting contract. The work shall consist of complete cleaning and janitorial services as described herein.

11. CONTRACTOR'S EMPLOYEES –

Contractor shall submit a current list of the names, addresses, dates of birth, and social security numbers of all employees who perform work under this contract. Changes in the employment list shall be reported to the City within forty-eight (48) hours prior to working in City facilities. Said list and changes are to be submitted to the City of Sapulpa Park Department's designated representative. Contractor is not allowed to employ illegal aliens to perform custodial services or any services in City facilities. To determine if an employee is not an illegal alien, the employee must have either a birth certificate, certificate of naturalization, immigration card, or a special entry permit.

12. ENERGY CONSERVATION –

Energy conservation shall be practiced and lights in unoccupied areas turned off, except where centrally controlled, and windows and doors kept closed.

13. SAFETY –

The Contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act (O.S.H.A.) and other federal, state, or local regulations which affect custodial and housekeeping operations. Materials Safety Data Sheets must be supplied to the City of all chemicals utilized under this contract upon its award. All chemicals utilized must be properly identified with manufacturer's labels.

14. NOTIFICATION OF VANDALISM –

Contractor is responsible for providing immediate notification to Parks Department "On Call" Staff at 918-694-7563 whenever Contractor notices any damages, vandalism, graffiti, etc. to any and all of the facilities listed herein as part of this contract agreement.

15. EQUIPMENT AND SUPPLIES –

Contractor shall provide all cleaning supplies, tools, and equipment necessary to perform duties specified herein, except that the City shall provide paper towels, toilet tissue, soap, toilet and urinal deodorizers, and trash can liners.

16. TELEPHONE SERVICE –

The Contractor shall be allowed "emergency and/or job-related" use of "local" City telephone service at no cost to the contractor. Contractor will pay the City for cost of use and or damage caused by Contractor, to the City's telephone equipment over and above normal use or wear and tear as stated above . Absolutely no toll charges will be allowed by the Contractor and/or Contractor's employees.

17. LOCATION TO BE SERVICED –

Sapulpa Senior Citizens Community Center, 515 E Dewey Avenue, Sapulpa, OK 74066

18. SCOPE OF SERVICES –

1. DAILY CLEANING:

Offices, Gym, and Common Areas

- a. Spot clean glass doors, office doors, partitions, mirrors and bright work, and glass using the appropriate microfiber color coded cloth and ensuring that no streaks are left behind.
- b. Remove cobwebs from walls, corners, and around glass using a microfiber telescopic system.

- c. Sweep all non-carpeted floors using a treated microfiber dust mop system; extra attention to be paid to the corners, along baseboards, and under furniture to ensure no dust bunnies are left behind.
- d. Vacuum all carpeted areas/rugs including corners, along edges, behind doors, under desks and under light furniture using a vacuum with a hepa filter system.
- e. In the break area/conference room, clean and sanitize eating area tabletops; chairs, countertops, sinks, cabinets' fronts, and trash can exteriors. Damp clean the exterior and interior of microwaves. Damp clean the exterior of refrigerators and any other appliances. All stainless appliances cleaned with stainless steel cleaner. Refill the paper towel and soap dispenser.
- f. Damp wipe all non-fabric furniture in common areas. Vacuum all fabric furniture in common areas using a vacuum with a hepa filter.
- g. Clean and polish drinking fountains and bright work.
- h. Empty all waste baskets, trash, or recycle bins in the offices, break room, conference room, and common areas, taking the trash to the appropriate designated area. All waste baskets will be relined.
- i. Dust all desks tops including offices and conference room if the papers have been moved to one side indicating to dust the desk top. The desk top will be dusted with the appropriate microfiber color coded cloth.
- j. All granite counter tops dusted with microfiber and cleaned with granite cleaner.

Restrooms

- a. Sweep, clean, and disinfect floor using commercial grade disinfectant and microfiber mop system. Corners and edges are a focus.
- b. Clean and disinfect toilets and urinal partitions.
- c. Clean and disinfect all restroom fixtures including sinks, toilets, toilet bases, toilet seats, flush valve handles, urinals, trash cans. This includes all surfaces inside and out with color coded microfiber cloths using a non-abrasive commercial grade disinfecting cleanser. Wipe dry all fixtures leaving no streaks or cleaner residue.
- d. Clean and disinfect all dispensers.
- e. Clean and disinfect doors, door jambs, light switches, and door handles.
- f. Polish glass with appropriate color coded microfiber cloth leaving no streaks.
- g. Polish stainless steel partitions with stainless steel cleaner using appropriate microfiber cloth leaving no residue.
- h. Stock toilet paper, paper towels, hand-soap, and air cartridges if used.
- i. Empty, clean, and disinfect all waste containers and replace can liners.
- j. Dust all return air vents using a microfiber extension system.

2. WEEKLY CLEANING:

- a. Detail dust all desks tops including offices and conference room if the papers have been moved to one side indicating to dust the desk top. The desk top will be dusted with the appropriate microfiber color coded cloth. This includes the computer equipment and the surrounding area.
- b. Perform high-low dusting of picture frames, door frames, cabinets, shelving, molding, ledges, vents, light switches, light fixtures, and table bases.
- c. Remove from walls and door frames all spots, stains, and streaks.
- d. Dust all window ledges, window sills, and window frames.
- e. Polish all bright work.
- f. Buff all hard surface floors.

3. MONTHLY CLEANING:

All monthly items are broken up as follows.

- a. First Weekend: Clean all ceiling, wall, and air supply vents using a microfiber telescopic pole.
- b. Second Weekend: Dust all blinds and return to their original position.
- c. Third Weekend: Clean all baseboards using a microfiber system.
- d. Fourth Weekend: Detail clean trash cans in restrooms and break/conference room.

4. TWICE YEARLY:

- a. Strip and wax floors.

5. DAYS, HOURS OF SERVICE FOR CLEANING:

- a. 6 Days Per Week (Sunday Through Saturday)
- b. Service between 7:00 a.m. and 7:30 a.m.

Note: The Parks Department shall have the right to change the Days of and Times of Service, as it deems necessary for its operations. City shall provide Contractor with One (1) Week Notice prior to any changes in scheduled services.

19. SERVICE FEES – Total: \$8,340.00

City agrees to pay to Contractor a Total of \$ Per Month; per the following rates for janitorial services for the following areas of service:

Senior Citizens Center – Six (6) day per week service – \$695.00 Per Month Total

PASSED BY THE SAPULPA CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA this ____ day of _____, 2018.

CITY OF SAPULPA:

PARKS & RECREATION DEPT:

Reg Green, Mayor

Jody Baker, Director, Parks & Recreation

APPROVED AS TO FORM:

ATTEST:

David Widdoes, City Attorney

Shirley Burzio, City Clerk

CONTRACTOR: Alliance Maintenance
7911 E. 77th Street
Tulsa, OK 74137
918-633-0275

Date

Subscribed and Sworn before me this ____ day of _____, 2018.

Notary Public

My Commission Expires: _____

[Commission #: _____]



AGENDA ITEM

Consent Agenda 7.E.

City Council Regular

Meeting Date: July 16, 2018

Submitted By: Jody Baker, Parks and Recreation Director

Department: Parks & Recreation

Presented By: Jody Baker

SUBJECT:

Consider renewing the Janitorial Service Agreement with Alliance Maintenance for the Park and Recreation Department at Booker T. Washington Recreation Center in the amount of \$875.00 per month for an additional one year term.

BACKGROUND:

The Agreement is with Alliance Maintenance to provide janitorial services for the Booker T. Washington Recreation Center from July 1, 2018 through June 30, 2019. The cost associated with these services is in the amount of \$875.00 per month and is unchanged from the past year.

RECOMMENDATION:

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

Fiscal Impact

Amount: \$10,500.00

To be paid from: Parks and Recreation Fund #35

Account number: 35-535-141

Attachments

BTW Agreement



P.O Box 1130 –Sapulpa, OK 74067-1130 918-224-3040 –918-224-666-FAX

AGREEMENT FOR JANITORIAL SERVICES BTW REC CENTER

FY 2018-2019

This agreement by and between the City of Sapulpa, a municipal corporation, hereinafter referred to as “City”, and Alliance Maintenance, hereinafter referred to as “Contractor”, and for and in consideration of the covenants stated herein, do agree as follows, to-wit:

1. INTENT –

It is the intent of this contract to set forth the terms, conditions and the requirements for providing the necessary janitorial services as outlined herein for the Parks Department.

It is further intended that the services covered by this contract shall be furnished by Contractor subject to all the terms and conditions set forth in this contract. No other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing.

2. NATURE OF RELATIONSHIP –

The parties expressly intend and agree that this Agreement establishes an independent contractor relationship between them and that no employer/employee or master/servant relationship shall be created between the parties. The Contractor is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of the City. The City shall determine the work to be done by the Contractor, but the Contractor shall determine the legal means by which the Contractor accomplishes the work specified by the City. The City is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments it owes the Contractor. Neither the Contractor nor its employees shall be entitled to receive any benefits which employees of the City are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for the City. Neither party hereto shall have any right, power, or authority to enter into any agreement for or on behalf of the other party, or to incur any obligation or liability or otherwise bind the other party. This Agreement does not create an association, joint venture, or partnership between the parties nor impose any partnership liability upon either party. The Contractor represents and warrants to the City that he is engaged in an independent calling and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services specified in this Agreement, and that all such services and work shall be performed by Contractor in a good, workmanlike, and professional manner.

3. TERMS OF CONTRACT –

The term of the contract shall be for the period of **July 1, 2018** and continuing through **June 30, 2019**. This agreement may be extended for a period of one year upon the recommendation of the Director of Parks and Recreation and/or the Sapulpa Parks and Recreation Board and approval by the City Council.

4. CHANGES –

The City of Sapulpa may make changes within the general scope of the services to be performed by giving notice to Contractor and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of the services, an equitable adjustment in the price, as stated at the end of this agreement, shall be made. No change by the Contractor shall be recognized without written approval of the City.

5. ASSIGNMENT –

Contractor shall not sell, sublet, or assign this agreement or any portion thereof to any person or persons, except upon the written approval of the City.

6. CONTRACT CANCELLATION –

Irrespective of any breach of the provisions set forth herein, the City shall have the right to cancel the contract upon thirty (30) days written notice to the Contractor. The Contractor shall have the right to cancel the contract upon ninety (90) days written notice to the City.

7. CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS –

General Liability – The City shall not be held liable or responsible for any accident, loss, assault, battery, defamations, false arrest, false imprisonment, invasion of privacy, intentional, or negligent infliction of emotional distress, injury (including death), or damages happening or occurring during the term of the performance of the work, to persons and/or property, and the Contractor shall fully indemnify and protect the City from and against the same. In addition to the liability imposed by law on the Contractor for damage or injury (including death) to persons or property by reason of negligence of the Contractor or his agents, such liability is not impaired or otherwise affected hereby and the Contractor hereby assumed liability for and agrees to save the City harmless and indemnify him for every expense, liability or payment by reasons or any damage or injury (including death) to persons or property suffered or any of his subcontractors or anyone directly or indirectly employed by either of them or arising in any way from the work called for in the contract.

Liens – Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes, or actions or suits of whatever nature arising out the services, labor and materials furnished by the Contractor or his subcontractors under the scope of this contract and from all laborers', materials men's and mechanics' liens upon the real property upon which the work is located or any property of the City of Sapulpa.

Insurance Requirements - The Contractor, and any sub-contractors, shall carry and keep in force during the term of the contract policies of public liability and insurance including any contractual liability assumed under the contract in the minimum amounts set forth below, worker's compensation, and employer's liability insurance in the amount required by law. The Contractor shall also furnish an owner's protective policy in the same amounts with the City of Sapulpa as the named assured by the same insurance company as the insurer of Contractor's liability coverage.

Personal Injury, each person	\$ 100,000
Personal Injury, each occurrence	\$1,000,000
Property Damage, each person	\$ 25,000
Property Damage, each occurrence	\$ 100,000

The policy shall provide a clause stating that it cannot be cancelled by the insurer without the insurer first giving the City ten (10) days written notice of cancellation. The Contractor shall furnish the City a certificate of insurance showing such coverage within ten (10) days following the award of the contract by the City prior to starting work. The City of Sapulpa shall be listed as an additional insured on all certificates of insurance.

8. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED –

During the performance of this contract, the contractor agrees he will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

9. OTHER APPLICABLE LAWS –

Any provisions required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule, or regulation shall be deemed to be incorporated herein.

10. SCOPE OF SERVICES –

The work performed as a result of this agreement shall be of the highest quality and shall be consistently so throughout the term of the resulting contract. The work shall consist of complete cleaning and janitorial services as described herein.

11. CONTRACTOR'S EMPLOYEES –

Contractor shall submit a current list of the names, addresses, dates of birth, and social security numbers of all employees who perform work under this contract. Changes in the employment list shall be reported to the City within forty-eight (48) hours prior to working in City facilities. Said list and changes are to be submitted to the City of Sapulpa Park Department's designated representative. Contractor is not allowed to employ illegal aliens to perform custodial services or any services in City facilities. To determine if an

employee is not an illegal alien, the employee must have either a birth certificate, certificate of naturalization, immigration card, or a special entry permit.

12. ENERGY CONSERVATION –

Energy conservation shall be practiced and lights in unoccupied areas turned off, except where centrally controlled, and windows and doors kept closed.

13. SAFETY –

The Contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act (O.S.H.A.) and other federal, state, or local regulations which affect custodial and housekeeping operations. Materials Safety Data Sheets must be supplied to the City of all chemicals utilized under this contract upon its award. All chemicals utilized must be properly identified with manufacturer's labels.

14. NOTIFICATION OF VANDALISM –

Contractor is responsible for providing immediate notification to Parks Department "On Call" Staff at 918-694-7563 whenever Contractor notices any damages, vandalism, graffiti, etc. to any and all of the facilities listed herein as part of this contract agreement.

15. EQUIPMENT AND SUPPLIES –

Contractor shall provide all cleaning supplies, tools, and equipment necessary to perform duties specified herein, except that the City shall provide paper towels, toilet tissue, soap, toilet and urinal deodorizers, and trash can liners.

16. TELEPHONE SERVICE –

The Contractor shall be allowed "emergency and/or job-related" use of "local" City telephone service at no cost to the contractor. Contractor will pay the City for cost of use and or damage caused by Contractor, to the City's telephone equipment over and above normal use or wear and tear as stated above. Absolutely no toll charges will be allowed by the Contractor and/or Contractor's employees.

17. LOCATION TO BE SERVICED –

Booker T. Washington Recreation Center, 209 N. Gray Street, Sapulpa, OK 74066

18. SCOPE OF SERVICES –

1. DAILY CLEANING:

Offices, Gym, and Common Areas

- a. Spot clean glass doors, office doors, partitions, mirrors and bright work, and glass using the appropriate microfiber color coded cloth and ensuring that no streaks are left behind.
- b. Remove cobwebs from walls, corners, and around glass using a microfiber telescopic system.
- c. Sweep all non-carpeted floors using a treated microfiber dust mop system; extra attention to be paid to the corners, along baseboards, and under furniture to ensure no dust bunnies are left behind.
- d. Vacuum all carpeted areas/rugs including corners, along edges, behind doors, under desks and under light furniture using a vacuum with a hepa filter system.
- e. In the break area/conference room, clean and sanitize eating area tabletops; chairs, countertops, sinks, cabinets' fronts, and trash can exteriors. Damp clean the exterior and interior of microwaves. Damp clean the exterior of refrigerators and any other appliances. All stainless appliances cleaned with stainless steel cleaner. Refill the paper towel and soap dispenser.
- f. Damp wipe all non-fabric furniture in common areas. Vacuum all fabric furniture in common areas using a vacuum with a hepa filter.
- g. Clean and polish drinking fountains and bright work.
- h. Empty all waste baskets, trash, or recycle bins in the offices, break room, conference room, and common areas, taking the trash to the appropriate designated area. All waste baskets will be relined.
- i. Dust all desks tops including offices and conference room if the papers have been moved to one side indicating to dust the desk top. The desk top will be dusted with the appropriate microfiber color coded cloth.
- j. All granite counter tops dusted with microfiber and cleaned with granite cleaner.
- k. Dust mop gym floor with a treated microfiber dust mop.
- l. Clean the stands in the gym free of debris.

Restrooms

- a. Sweep, clean, and disinfect floor using commercial grade disinfectant and microfiber mop system. Corners and edges are a focus.
- b. Clean and disinfect toilets and urinal partitions.
- c. Clean and disinfect all restroom fixtures including sinks, toilets, toilet bases, toilet seats, flush valve handles, urinals, trash cans. This includes all surfaces inside and out with color coded microfiber cloths using a non-abrasive commercial grade disinfecting cleanser. Wipe dry all fixtures leaving no streaks or cleaner residue.
- d. Clean and disinfect all dispensers.
- e. Clean and disinfect doors, door jambs, light switches, and door handles.
- f. Polish glass with appropriate color coded microfiber cloth leaving no streaks.

- g. Polish stainless steel partitions with stainless steel cleaner using appropriate microfiber cloth leaving no residue.
- h. Stock toilet paper, paper towels, hand-soap, and air cartridges if used.
- i. Empty, clean, and disinfect all waste containers and replace can liners.
- j. Dust all return air vents using a microfiber extension system.

2. WEEKLY CLEANING:

- a. Detail dust all desks tops including offices and conference room if the papers have been moved to one side indicating to dust the desk top. The desk top will be dusted with the appropriate microfiber color coded cloth. This includes the computer equipment and the surrounding area.
- b. Perform high-low dusting of picture frames, door frames, cabinets, shelving, molding, ledges, vents, light switches, light fixtures, and table bases.
- c. Remove from walls and door frames all spots, stains, and streaks.
- d. Dust all window ledges, window sills, and window frames.
- e. Polish all bright work.
- f. Buff all hard surface floors.

3. MONTHLY CLEANING:

All monthly items are broken up as follows.

- a. First Weekend: Clean all ceiling, wall, and air supply vents using a microfiber telescopic pole.
- b. Second Weekend: Dust all blinds and return to their original position. Vacuum upholstered furniture to remove dust and lint.
- c. Third Weekend: Clean all baseboards using a microfiber system.
- d. Fourth Weekend: Detail clean trash cans in restrooms and break/conference room.

4. TWICE YEARLY:

- a. Strip and wax floors.

5. DAYS, HOURS OF SERVICE FOR CLEANING:

- a. 6 Days Per Week
- b. Service during Non-Business Hours

Note: The Parks Department shall have the right to change the Days of and Times of Service, as it deems necessary for its operations. City shall provide Contractor with One (1) Week Notice prior to any changes in scheduled services.

19. SERVICE FEES – Total: \$10,500.00

City agrees to pay to Contractor a Total of \$ Per Month; per the following rates for janitorial services for the following areas of service:

BTW Rec. Center – Six (6) day per week service – \$875.00 Per Month Total

PASSED BY THE SAPULPA CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA this ____ day of _____, 2018.

CITY OF SAPULPA:

PARKS & RECREATION DEPT:

Reg Green, Mayor

Jody Baker, Director, Parks & Recreation

APPROVED AS TO FORM:

ATTEST:

David Widdoes, City Attorney

Shirley Burzio, City Clerk

CONTRACTOR: Alliance Maintenance,
7911 E. 77th Street
Tulsa, OK 74137
918-633-0275

Date

Subscribed and Sworn before me this ____ day of _____, 2018.

Notary Public

My Commission Expires: _____

[Commission #: _____]



AGENDA ITEM

Consent Agenda 7.F.

City Council Regular

Meeting Date: July 16, 2018

Submitted By: Jody Baker, Parks and Recreation Director

Department: Parks & Recreation

Presented By: Jody Baker

SUBJECT:

Consider renewing the agreement with Ms. Wendy Campbell for services associated with the Park Department's Maintenance Management and Cost Tracking Program in the amount of \$8,280.00 for an additional one year term.

BACKGROUND:

The contractor is responsible for computer entry of all data information collected and provided by the Department's Maintenance Division. This period of this contract is from July 1, 2018 through June 30, 2019. The cost associated with these services is in the amount of \$8,280.00 and is unchanged from the past year. Please see the attached informational memo for further details.

RECOMMENDATION:

Staff recommends that Council renew the contract with Ms. Campbell for FY 2018-19

Fiscal Impact

Amount: \$8,280.00

To be paid from: Parks and Recreation Fund #35

Account number: 35-535-141

Attachments

Cost Tracking Program

Agreement - Wendy Campbell



Maintenance Management / Cost Tracking Program

We are very pleased and proud to have been the first City of Sapulpa Department to have implemented a detailed cost-tracking program. The Cost Tracking System is a valuable asset and tool for staff as we strive to improve the overall efficiency and effectiveness of the City's Parks Department operations.

Over the course of two years, numerous meetings were held to obtain important input from our maintenance crew, who work in the field daily. Staff identified and calculated the total number of facilities and amenities within the City of Sapulpa's local Parks System, such as; parks, lakes, playgrounds, ballfields, outdoor courts, community centers, fishing docks, covered picnic shelters, restrooms, trails, picnic tables, grills, etc., which are under the jurisdiction of the Parks and Recreation Department.

Each and every task undertaken by our Parks, Buildings, and Grounds Maintenance Division were identified and described.

Some of those tasks include such items as; mowing, trimming, litter removal, construction, ballfield maintenance, playground maintenance, inspections, landscaping, buildings maintenance, irrigation, and forestry tasks such as tree trimming, mulching, staking, watering, etc. We then calculated and projected maintenance values for each specific task and identified the resources utilized to maintain them such as staff labor, vehicles, equipment, etc., as well as the total number of staff labor hours necessary to perform the identified maintenance tasks throughout the course of a typical year.

Dollar values were assigned for each staff according to their individual labor wage rates. Values were also assigned for all resources used such as for individual equipment and equipment combinations such as pickup truck/trailer/2 mowers, vehicles, etc., and implemented those expenses into the Cost Tracking System as well. Next, we calculated the total number of staff hours available per year based on the current, budgeted staffing level of four (4) permanent, full-time maintenance staff members based on 2,080 work hours per year, and two seasonal positions at 700 hours each during the growing season. A typical growing season is from April 15th through October 15th or approximately 24 weeks.

Note: Leave time such as sick leave, vacation, floating days, professional leave for such things as educational seminars, etc. are not deducted from the total work hours available. The Cost Tracking System records and tracks all of the Park Department's varied work tasks, staff work-hours, equipment, vehicles, materials and supplies, utilities, vandalism, etc., and encompasses

the calculation of the costs of all such services performed at each and every City of Sapulpa facility under the jurisdiction of its Parks and Recreation Department.

For example, one of the benefits of the System is its ability to track all costs incurred for a *specified site, topic, or task* such as vandalism or mowing, or utility expenses. This is accomplished on a city-wide basis, or can be calculated for a specified park site location within the Sapulpa community parks system.

The Cost Tracking Program provides staff with detailed data information concerning the topic specified. One example is vandalism. Staff can now better understand such factors as; which park sites and/or amenities are the most susceptible or vulnerable to vandalism, and the specific time frames that such incidents are occurring at certain neighborhood or park amenity area. Staff has the tools and ability to better evaluate problems, and implement strategies to stop such detrimental activities such as the destruction of public city property.

Some other examples of the System's capabilities include the provision of;

- City-wide or site by site costs to maintain parks, lakes, recreation centers, or other amenities such as restroom facilities, playgrounds, ballfields, splash pads, picnic tables, grills, covered shelters, etc.
- City-wide or site by site costs associated with such tasks as mowing, trimming, chemical applications, forestry (tree maintenance), litter and trash removal, irrigation, landscaping, painting, etc.
- City-wide or site by site costs associated with manpower, hours logged at specified sites or on certain tasks, equipment, utilities, etc.

The System also greatly benefits and assists staff in determining more efficient projections related to annual maintenance, materials and supplies funding needs, as well as planning for capital outlay and long-term CIP budgeting processes. For example, if some individual or organization desires to donate a facility or amenity to the City, we will be able to more accurately project and plan for the annual costs associated with the maintenance and upkeep of a new splash pad, or new playground, etc.

Staff also completed the research and identification of all meter locations and account numbers under its jurisdiction for its assigned electric, gas, and water utilities, which are consumed by the Parks Department's facilities and operations during the year.

The utility costs, along with the Park Department's contract labor agreement costs such as; janitorial services for the Booker T. Washington Recreation Center and selected outdoor restroom facilities, security and monitoring service agreements, lake caretaker services, animal nuisance control, as well as all materials utilized, are also included in the new Cost Tracking System so as to provide us with more detailed and more precise expenditure value totals.

Implementation of Syber-Tech Trash Collection System

An initial study of the Sapulpa Park Department's Maintenance Management & Cost Tracking Program was conducted in FY 2006-07. The Study focused on the Department's "litter removal" task, which is just one of the 28 major maintenance tasks that the Park Department's routinely performs. The litter removal task requires 2 of the Park Department's maintenance staff to spend, on average, approximately two days per week, four hours per day or longer, every Monday and Friday during the Park System's peak usage season, to collect and remove all of the litter from City Parks System facilities.

The Study revealed that the Parks Maintenance Division spent approximately 1,129 man/hours annually on "litter removal" tasks conducted throughout the City's Park System. The annual labor cost for those 1,129 man/hours was \$12,569. The equipment cost for the same period was \$4,829. The materials cost was \$62.00, bringing the total annual expenditures for this maintenance task to \$17,458.

Knowing this, the Parks Department conducted a search and review of different trash collection systems, by which the Department could possibly reduce litter maintenance/removal costs.

The Department decided on the new Syber-Tech Waste Collection system. The units are 48" X 9', self-compacting, fire proof, odor and insect free, and have a built in fire suppressing design. The Syber-Tech Units are "in-ground" trash cylinders with a 300 gallon capacity, and are vandal proof. Inside the cylinder is a large, thick plastic bag with a lifting harness. They come with above ground decorative steel skirt coverings.

The Department estimated that it would need at least twenty (20-25) units to completely cover the Sapulpa Parks System and remove all the old, 55 gallon steel trash barrels. The total capital investment, which includes the decorative skirt unit and installation, for 20 Millennium 3000 trash collection units was approximately \$60,000.

Effect on Annual Operations

The Department found, that if we could purchase and install twenty (20) of the Syber-Tech Alpha Maxi 3000 Trash Collection units, and eliminate all of the 55 gallon barrels scattered throughout the Parks System, we could **save the City taxpayers approximately \$8,174 per year.**

Once the new waste collection system is fully installed and operational, the annual man/hours are projected to be 300 hrs per year for the Department's litter removal tasks. The projected labor cost is \$4,395. The equipment cost will be approximately \$1,672 with another \$375 per year needed for materials - large trash collection bags.

The total cost for litter removal with new Syber-Tech System is completely operational, is projected to be approximately \$6,442 per year.

The new system **reduces the total man hours by 829** hours from 1,129 with the old trash collection system to just 300 man hours per year with the new Sapulpa Parks Waste Collection System. The Sapulpa Parks Department's **personnel costs would go from \$12,569 to just \$4,395** for an **annual savings of \$8,174** in that area.

The Syber-Tech Waste Collection Units are to be distributed as follows:

PHASE 1 - COMPLETED

Purchased 2 Units

Kelly Lane Park (1), Liberty Park (1)

PHASE 2 - COMPLETED

Purchased 2 Units

Liberty Park (1), Kelly Lane Park (1)

PHASE 3 - COMPLETED

Purchased 3 Units

Kelly Lane Park (2), Liberty Park (1)

PHASE 4 - COMPLETED

Purchased 3 Units

Sapulpa Girls Softball Complex (1), Davis Park (2)

PHASE 5 - COMPLETED

Purchased 3 Units

Hollier Park (1), Wickham Park (1), McGoy (1)

PHASE 6 – COMPLETED

Purchased 3 Units

Pretty Water Lake (1), BTW Recreation Center (1), Sapulpa Girls Softball Complex (1)

PHASE 7 – FY 2017-18

Purchase 3 Units

Sapulpa Girls Softball Complex (1), Sahoma Lake (1), Kelly Lane Park (1)

PHASE 8 – FY 2018-19

Purchase 3 Units

Sapulpa Girls Softball Complex (1), Sahoma Lake (1), Kelly Lane Park (1)



PARKS and RECREATION DEPARTMENT

AGREEMENT FOR COST TRACKING COORDINATOR SERVICES

This agreement by and between the City of Sapulpa, a municipal corporation, hereinafter referred to as “City”, and **Wendy Campbell**, hereinafter referred to as “Contractor”, and for and in consideration of the covenants stated herein, do agree as follows, to-wit:

1. INTENT –

It is the intent of this contract to set forth the terms, conditions and the requirements necessary for services associated with the Park Department’s Maintenance Management & Cost Tracking Program on a contractual basis.

It is further intended that the services covered by this contract shall be furnished by Contractor subject to all the terms and conditions set forth in this contract. No other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing.

2. NATURE OF RELATIONSHIP –

The parties expressly intend and agree that this Agreement establishes an independent contractor relationship between them and that no employer/employee or master/servant relationship shall be created between the parties. The Contractor is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of the City. The City shall determine the work to be done by the Contractor, but the Contractor shall determine the legal means by which the Contractor accomplishes the work specified by the City. The City is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments it owes the Contractor. Neither the Contractor nor its employees shall be entitled to receive any benefits which employees of the City are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for the City. Neither party hereto shall have any right, power, or authority to enter into any agreement for or on behalf of the other party, or to incur any obligation or liability or otherwise bind the other party. This Agreement does not create an association, joint venture, or partnership between the parties nor impose any partnership liability upon either party. The Contractor represents and warrants to the City that he is engaged in an independent calling and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services specified in this Agreement, and that all such services and work shall be performed by Contractor in a good, workmanlike, and professional manner.

3. TERMS OF CONTRACT –

The term of the contract shall be in effect beginning **July 1, 2018** and continuing through **June 30, 2019** with an automatic renewal of one year pending the recommendation by the Director of Parks and Recreation and approval by the City Council.

4. CHANGES–

The City of Sapulpa may make changes within the general scope of the services to be performed by giving notice to Contractor and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of the services, an equitable adjustment in the price shall be made. No change by the Contractor shall be recognized without written approval of the City.

5. ASSIGNMENT–

Contractor shall not sell, sublet, or assign this agreement or any portion thereof to any person or persons, except upon the written approval of the City.

6. CONTRACT CANCELLATION –

Irrespective of any breach of the provisions set forth herein, the City shall have the right to cancel the contract upon thirty (30) days written notice to the Contractor. The Contractor shall have the right to cancel the contract upon thirty (30) days written notice to the City.

7. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED –

During the performance of this contract, the contractor agrees (s)he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

8. OTHER APPLICABLE LAWS –

Any provisions required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein.

9. SCOPE OF SERVICES –

The work performed as a result of this agreement and shall be of the highest quality consistently so throughout the term of this contract. The Contractor's services shall consist of all services as described herein, in addition to any and all other emergency or unspecified maintenance needs not specifically stated herein.

10. CONTRACTOR'S EMPLOYEES –

Contractor shall submit a current list of the names, addresses, dates of birth and social security numbers of all employees (if any) who will perform work under this contract. Changes in the employment list shall

be reported to the City within forty-eight (48) hours prior to working in City facilities. Said list and changes are to be submitted to the City of Sapulpa Park Department's designated representative.

Contractor is not allowed to employ illegal aliens to perform custodial services or any services in City facilities. To determine if an employee is not an illegal alien, the employee must have either a birth certificate, certificate of naturalization, immigration card or a special entry permit.

11. SAFETY –

The Contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act (O.S.H.A.) and other federal, state or local regulations, which affect maintenance operations.

12. SERVICE REQUIREMENTS –

The Contractor agrees to provide the following services as required to keep the City Park Department's Maintenance Management & Cost Tracking Program on-line and operational with no or limited down time.

Contractor's work is not required to take place in the Office of Director of Parks and Recreation, but Contractor understands she may be required to attend and perform services at that location as needed and requested by the Director.

Services shall consist of the following duties:

- ✓ Receive and check all input data sheets as submitted by Parks Department staff to ensure that all records are accurate and correct, and report any perceived or known errors in the submitted data.
- ✓ Enter all data received into appropriate locations within the Cost Tracking Software Program, and follow up by checking and verifying the accuracy of all entries made.
- ✓ Run Cost Tracking Program reports as needed in the desired formats as specified by the Director of Parks and Recreation.
- ✓ Assist and advise the Director as needed to analyze Cost Tracking Program data.
- ✓ Advise the Director as needed to recommend modifications or upgrades to improve the effectiveness of the Department's Maintenance Management and Cost Tracking System.
- ✓ Perform electronic backup to specified location(s) on a daily basis following data input, and maintain external drive(s) to ensure that no data or program information is ever lost.

13. SERVICE FEES –

City agrees to pay Contractor the following rates for all related services within the scope of this agreement. The amount to be paid by the City under the terms of this agreement, may be increased or decreased as the scope of services increase or decrease, or if the level or frequency of services provided,

increases or decreases. The amount to be paid by City as a result of the increasing or decreasing of the level or type of services being provided, must first be approved in writing, with signatures of both parties.

In consideration for Cost Tracking services as hereinbefore described, City agrees to pay Contractor the sum of \$11.50 per hour not to exceed six hundred ninety (\$690.00) per month for the term hereof.

PASSED BY THE SAPULPA CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA this ____ day of _____, 2018.

CITY OF SAPULPA:

Reg Green, Mayor _____
Date

PARKS & RECREATION DEPARTMENT:

Jody Baker, Director of Parks & Recreation _____
Date

CONTRACTOR: Wendy Campbell
14860 Ozark Trail
Sapulpa, OK 74066
(918) 227-9622

Wendy Campbell, Contractor _____
Date

APPROVED AS TO FORM:

David Widdoes, City Attorney _____
Date

ATTEST:

Shirley Burzio, City Clerk _____
Date

Subscribed and Sworn before me this ____ day of _____, 2018.

Notary Public
My Commission Expires: _____.
[Commission #: _____]



AGENDA ITEM

Consent Agenda 7.G.

City Council Regular

Meeting Date: July 16, 2018

Submitted By: Jody Baker, Parks and Recreation Director

Department: Parks & Recreation

Presented By: Jody Baker

SUBJECT:

Consider renewing the Agreement with Ms. Mary Hinsch for Lake Caretaker services in the amount of \$750.00 per month for an additional one year term.

BACKGROUND:

The Lake Caretaker agreement is critical to the overall operations at the parks at Lake Sahoma and Pretty Water Lake. The Caretaker operates the City's bait shop, concessions and restrooms facility, collects permit fees, and oversees lake patrons.

The Caretaker is paid \$750.00 per month, and also receives commissions on permits they sell at the Lake store. The Caretaker resides on site and is provided with an R/V spot at our Lake Sahoma R/V park area.

RECOMMENDATION:

Staff recommends that Council approve renewal of the agreement with Ms. Hinsch

Fiscal Impact

Amount: \$9,000.00

To be paid from: Parks and Recreation Fund #35

Account number: 35-535-141

Attachments

Mary Hinsch 18-19 Contract

CONTRACT LABOR AGREEMENT

FY 2018-2019

LAKE CARETAKER SERVICES

This agreement by and between the City of Sapulpa, a municipal corporation, hereinafter referred to as "City", and Mary Hinsch hereinafter referred to as "Contractor", and for and in consideration of the covenants stated herein, do agree as follows, to-wit:

1. INTENT

It is the intent of this contract to set forth the terms, conditions and the requirements of Contractor for the operation of the City of Sapulpa's Lake Sahoma Bait and Concessions Store facility, which is under the jurisdiction of the Sapulpa Parks and Recreation Department.

It is further intended that the services provided by Contractor, which are covered by this contract, shall be subject to all the terms and conditions set forth in this contract. No other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing.

2. NATURE OF RELATIONSHIP

The parties expressly intend and agree that this Agreement establishes an independent contractor relationship between them and that no employer/employee or master/servant relationship shall be created between the parties. The Contractor is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of the City. The City shall determine the work to be done by the Contractor, but the Contractor shall determine the legal means by which the Contractor accomplishes the work specified by the City. The City is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments it owes the Contractor. Neither the Contractor nor its employees shall be entitled to receive any benefits which employees of the City are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for the City. Neither party hereto shall have any right, power, or authority to enter into any agreement for or on behalf of the other party, or to incur any obligation or liability or otherwise bind the other party. This Agreement does not create an association, joint venture, or partnership between the parties nor impose any partnership liability upon either party. The Contractor represents and warrants to the City that he is engaged in an independent calling and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services specified in this Agreement, and that all such services and work shall be performed by Contractor in a good, workmanlike and professional manner.

3. TERMS OF CONTRACT

The term of the contract shall be for a period of one year beginning on July 1, 2018 and continuing until June 30, 2019 with automatic renewal terms of one year each contingent upon the recommendation to approve renewal from the Director of Parks & Recreation.

4. CHANGES

Changes within the general scope of the services to be performed under the terms of this contract shall be done only by giving notice to City and Contractor. No change by the City or by the Contractor shall be recognized without written approval of the City and Contractor.

5. ASSIGNMENT

Contractor shall not sell, sublet, or assign this agreement or any portion thereof to any agency, person, or persons.

6. CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS

General Liability - The City shall not be held liable or responsible for any accident, loss, assault, battery, defamations, false arrest, false imprisonment, invasion of privacy, intentional or negligent infliction of emotional distress, injury (including death), or damages happening or occurring during the term of the performance of the work, to persons and/or property, and the Contractor shall fully indemnify and protect the City from and against the same. In addition to the liability imposed by law on the Contractor for damage or injury (including death) to persons or property by reason of negligence of the Contractor or his agents, such liability is not impaired or otherwise affected hereby and the Contractor hereby assumed liability for and agrees to save the City harmless and indemnify him for every expense, liability or payment by reasons or any damage or injury (including death) to persons or property suffered or any of his subcontractors or anyone directly or indirectly employed by either of them or arising in any way from the work called for in the contract.

Liens - Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes or actions or suits of whatever nature arising out the services, labor and materials furnished by the Contractor or his subcontractors under the scope of this contract and from all laborers', materials men's and mechanics' liens upon the real property upon which the work is located or any property of the City of Sapulpa.

Insurance Requirements - The Contractor, and any sub-contractors, shall carry and keep in force during the term of the contract policies of public liability and insurance including any contractual liability assumed under the contract in the minimum amounts set forth below and worker's compensation and employer's liability insurance in the amount required by law. The Contractor shall also furnish an owner's protective policy in the same amounts with the City of Sapulpa as

the named assured by the same insurance company as the insurer of Contractor's liability coverage.

Personal Injury, each person	\$ 100,000
Personal Injury, each occurrence	\$1,000,000
Property Damage, each person	\$ 25,000
Property Damage, each occurrence	\$ 100,000

The policy shall provide a clause stating that it cannot be cancelled by the insurer without the insurer first giving the City ten (10) days written notice of cancellation. The Contractor shall furnish the City a certificate of insurance showing such coverage within ten (10) days following the award of the contract by the City prior to starting work. The City of Sapulpa shall be listed as an additional insured on all certificates of insurance.

7. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this contract, the contractor agrees he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

8. OTHER APPLICABLE LAWS

Any provisions required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein, i.e. County Health Department permit is required to sell open food and/or beverages. Any and all food, beverage and concession sales shall be offered in accordance to the available Health Department permit(s) per the existing facility amenities currently in place in the City's Lake Sahoma Bait and Concessions buildings.

9. SCOPE OF SERVICES

The work performed by Contractor as a result of this contract shall be of the highest quality and shall be consistently so throughout the term of the resulting contract. The work shall consist of the complete operation of the City's Lake Sahoma Bait and Concessions Store as described herein.

10. ENERGY CONSERVATION

Energy conservation shall be practiced and lights in unoccupied areas turned off, except where centrally controlled, and windows and doors kept closed.

11. SAFETY

The Contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act (O.S.H.A.) and other federal, state, or local regulations, which affect the services provided by Contractor under this agreement.

12. EQUIPMENT AND SUPPLIES

The City shall provide Contractor with reasonable cleaning supplies and equipment necessary for Contractor to perform duties specified herein; including cleaning products and equipment, paper towels, toilet tissue, soap, toilet deodorizers, trash can liners, wet floor signs, bait tanks, etc.

The City shall provide a separate cash register for the purpose of keeping City revenues apart from Contractor's revenues.

13. TELEPHONE SERVICE

The Contractor shall be allowed job-related use of local City telephone service at no cost to the Contractor. No toll charges will be allowed by the Contractor and/or Contractor's employees.

14. HOURS OF SERVICE

Contractor shall provide services for to the City's Lake Sahoma Bait and Concessions Store, open to the public for a minimum of 40 hours per week.

The City agrees that the hours of operation will vary according to seasons and public demand, and that the hours of operation for the store shall be set and established by the Contractor with the City's approval.

The Store hours of operation shall be approved by the Director of Parks and Recreation.

15. SERVICE REQUIREMENTS

The following services and duties to be provided by Contractor shall consist of, but may not necessarily be limited to the following;

A. Daily:

1. Properly open and secure/close store, set alarm system, etc. as per established hours of operation, rules, regulations, etc.
2. Greet public customers and provide correct information concerning City Parks and Recreation Department programs and lake facilities as needed & requested by public.

3. Caretaker acts in capacity of representative of the City Parks Department. Exhibit positive, professional attitude, personal appearance, etc. at all times.
4. Sell City Permits, bait, and tackle items as required by City to effectively serve public.
5. Keep assigned areas clean and free from all personal items not necessary to operate the Sahoma Lake Store.
6. Collect all City permit revenues. Keep City revenues separate from Contractor revenues. Close out cash register and follow all established City financial procedures. Submit all revenues to City Hall cashier as per the established procedures.

Ensure that all 'Long-Term' monthly R/V Camping Fees are collected in total and on due dates (No Exceptions). Contact the designated Park Department Staff immediately if patrons do not remit all fees on dates due.

7. Empty waste receptacles and replace liners.
8. Clean and disinfect counters.
9. Sweep floors.
10. Deposit trash in outside dumpster (provided).
11. Clean and disinfect restroom sinks, stools, urinals and other fixtures.
12. Sweep exterior entrance/exit of the Sahoma Store.
13. Check Permits; Fishing, Camping, and Hunting to insure that all public patrons exhibit same.
14. Assist staff with all Hunting and Fishing Division-related programs such as; media relations, promotion of campsites, picnic shelter rentals, fishing, hunting, boating, and special event activities; to corporate, church, large family reunions, etc.
15. Assist staff with the operational activities of the Sapulpa Lake Friends, volunteer work force to assist the Parks Department with lake projects and activities. Attend organizational and planning meetings as needed.
16. Attend weekly Parks Department staff meetings as needed.
17. Distribute City Park Department brochures and other promotional items.

B. As Needed:

1. Communicate with Sapulpa Parks and Recreation Staff on all areas of concern regarding the City's Lakes operations.
2. Submit list of needed janitorial supplies to City's designated representative before running out of same. (i.e., paper supplies, soap, etc.)
3. Wet mop and disinfect floors.
4. Clean light fixtures, air vents, ceiling moldings, and baseboards.
5. Change filters.
6. Remove dust and cobwebs from ceilings, window sills, picture frames, table tops, file cabinets, chairs, and other furniture.
7. Clean and disinfect walls.
8. Fill soap dispensers.
9. Replace restroom deodorizers.
10. Fill toilet tissue holders.
11. Fill paper towel holders.
12. Remove foreign substances from floors, gum, etc.
13. Pick up litter, debris, etc. from grounds.
14. Clean and power wash out the covered fishing dock (Power Washer Provided).
15. Clean and Disinfect (3) outdoor toilet units.

16. GENERATED REVENUES

City agrees to grant Contractor **100%** of Contractor's total revenues derived from Contractors sales of own food, beverages, bait and tackle for the contract period.

City also agrees to grant Contractor **\$0.50** cents per every Daily Fishing Permit, Daily Camping Permit, and Daily Boating Permit sold; and **\$1.00** per every Annual Regular Fishing Permit, Seasonal Trout Permit, Seasonal Catfish/Panfish Permit, Annual Boating Permit, and Annual Hunting Permit sold by Contractor.

City agrees to grant Contractor **\$2.00** for every (\$25.00) Family Permit sold; and **\$1.00** per every daily R/V camping permit sold, and grant Contractor **\$30.00** per every monthly (\$300.00) R/V space rented.

17. OTHER FEES AND ALLOWANCES

City agrees to grant to Contractor the following rates for services rendered according to the full contents of this agreement:

- A. City also agrees to pay CARETAKER monthly fee of **\$750.00** to be remitted "after" services are rendered.
- B. City agrees to allow CARETAKER to reside on the Lake Sahoma peninsula site in an area specified by the Director of Parks and Recreation.
 - i. The CARETAKER's living quarters shall be inspected and approved by the Director of Parks and Recreation before being allowed on site. The trailer and skirting materials shall be aesthetically pleasing to the CITY site. All items of personal property or personal belongings allowed on the CITY grounds shall be kept and maintained in a neat, orderly appearance. Items allowed include such equipment as; picnic table, lawn chairs, grill, etc. No other items are allowed without permission of the Director of Parks & Recreation.
 - ii. Prior approval must be obtained from the Director of Parks and Recreation before CARETAKER is allowed to bring animals of any kind on to the premises. Dogs and any other animals belonging to or possessed by CARETAKER, if allowed, shall be kept and maintained in accordance with the requirements of the ordinances of the CITY.
- C. City agrees to furnish "reasonable" electric and water utilities for CARETAKER's living quarters during the term of this agreement.

18. REPORTS

The Contractor is responsible for submitting **quarterly, detailed, income/expense statements** to the Director of Parks & Recreation. The financial statement periods and statement due date(s) are as follows:

(July-September: due October 15, October-December: due January 15, January-March: due April 15, and April-June, due before final payment of this contractual agreement is rendered.)

Contractor is responsible for submitting **monthly reports** complete with all required information to the Director of Parks and Recreation on the required dates.

City retains the right to withhold monthly fee of \$750.00 paid to Contractor for failure to provide said documentation on stated due date(s).

19. CONTRACT CANCELLATION

Irrespective to any breach of the provision set forth herein, the City shall have the right to cancel the contract upon thirty (30) days written notice to the Contractor. The Contractor shall have the right to cancel the contract upon a thirty (3) days written notice to the City

PASSED BY THE SAPULPA CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA this ___ day of _____, 2018.

CITY OF SAPULPA:

PARKS AND RECREATION DEPT.

Reg Green, Mayor

Jody Baker, Director of Parks and Recreation

APPROVED AS TO FORM:

ATTEST:

David Widdoes, City Attorney

Shirley Burzio, City Clerk

CONTRACTOR: _____ Print Name
_____ Address
_____ Telephone
_____ Email

Signature _____ Date

Subscribed and Sworn before me this _____ day of _____, 2018

Notary Public

My Commission Expires: _____

[Commission #: _____]



AGENDA ITEM

Consent Agenda 7.H.

City Council Regular

Meeting Date: July 16, 2018

Submitted By: Jody Baker, Parks and Recreation Director

Department: Parks & Recreation

Presented By: Jody Baker

SUBJECT:

Consider renewing 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.

BACKGROUND:

This is the fourth year that Ms. Fowler will be providing webmaster services for the Parks Department. The contract agreement for webmaster services includes; all site-wide revisions as needed and requested by the Sapulpa Parks Staff, all city facilities, text, photographs, programs and events such as Kelly Lane Park, Rock Creek Folk Festival, Wiggly Field Dog Park, Pretty Water Lake, 2018-19 Family Rainbow Trout Program, etc.

RECOMMENDATION:

Staff is very pleased that Ms. Fowler is available and willing to provide these services for our 2018-19 fiscal year, and recommends that Council approve the agreement.

Fiscal Impact

Amount: \$2,425.00

To be paid from: Parks and Recreation Fund #35

Account number: 35-535-141

Attachments

Agreement - Brean Fowler



P.O. Box 1130 –Sapulpa, OK 74067-1130 918-224-3040 –918-224-666-FAX

**AGREEMENT FOR WEBMASTER SERVICES
SAPULPA PARKS
FY 2018-2019**

This agreement by and between the City of Sapulpa, a municipal corporation, hereinafter referred to as “City”, and **Brean Crosby-Fowler**, hereinafter referred to as “Contractor”, and for and in consideration of the covenants stated herein, do agree as follows, to-wit:

1. INTENT –

It is the intent of this contract to set forth the terms, conditions and the requirements for providing the necessary **Webmaster Services** as outlined herein for the Parks Department’s www.sapulpaparks.org website.

It is further intended that the services covered by this contract shall be furnished by Contractor subject to all the terms and conditions set forth in this contract. No other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing.

2. NATURE OF RELATIONSHIP –

The parties expressly intend and agree that this Agreement establishes an independent contractor relationship between them and that no employer/employee or master/servant relationship shall be created between the parties. The Contractor is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of the City. The City shall determine the work to be done by the Contractor, but the Contractor shall determine the legal means by which the Contractor accomplishes the work specified by the City. The City is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments it owes the Contractor. Neither the Contractor nor its employees shall be entitled to receive any benefits which employees of the City are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for the City. Neither party hereto shall have any right, power, or authority to enter into any agreement for or on behalf of the other party, or to incur any obligation or liability or otherwise bind the other party. This Agreement does not create an association, joint venture, or partnership between the parties nor impose any partnership liability upon either party. The Contractor represents and warrants to the City that he is engaged in an independent calling and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services specified in this Agreement, and that all such services and work shall be performed by Contractor in a good, workmanlike, and professional manner.

3. TERMS OF CONTRACT –

The term of the contract shall be for the period of **July 1, 2018** and continuing through **June 30, 2019**. This agreement may be extended for a period of one year upon the recommendation of the Director of Parks and Recreation and/or the Sapulpa Parks and Recreation Board and approval by the City Council.

4. CHANGES –

The City of Sapulpa may make changes within the general scope of the services to be performed by giving notice to Contractor and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of the services, an equitable adjustment in the price, as stated at the end of this agreement, shall be made. No change by the Contractor shall be recognized without written approval of the City.

5. ASSIGNMENT –

Contractor shall not sell, sublet, or assign this agreement or any portion thereof to any person or persons, except upon the written approval of the City.

6. CONTRACT CANCELLATION –

Irrespective of any breach of the provisions set forth herein, the City shall have the right to cancel the contract upon thirty (30) days written notice to the Contractor. The Contractor shall have the right to cancel the contract upon ninety (90) days written notice to the City.

7. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED –

During the performance of this contract, the contractor agrees he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

8. OTHER APPLICABLE LAWS –

Any provisions required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein.

9. SCOPE OF SERVICES –

The work performed as a result of this agreement shall be of the highest quality and shall be consistently so throughout the term of the resulting contract.

Provide updates to www.sapulpaparks.org website. Includes site-wide revisions; all text, opening slide show graphics, “what’s new” teasers, “contact us” section, all city facilities, programs and events, hours of operations, schedules, pricing, and new photographs.

The Sapulpa Parks Facebook page updates are also included in the scope of services on an as needed basis.

10. SERVICE FEES – City agrees to pay to Contractor a Total of \$2,425.00 Per Year

PASSED BY THE SAPULPA CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA this ____ day of _____, 2018.

CITY OF SAPULPA:

Reg Green, Mayor _____
Date

PARKS & RECREATION DEPARTMENT:

Jody Baker, Director of Parks & Recreation _____
Date

CONTRACTOR: Brean Crosby-Fowler
Address: 8113 Webb Drive, Tulsa, OK 74131
Telephone: 918-284-6926
E-Mail: MstangSali@aol.com

Brean Crosby-Fowler, Owner _____
Date

APPROVED AS TO FORM:

David Widdoes, City Attorney _____
Date

ATTEST:

Shirley Burzio, City Clerk _____
Date

Subscribed and Sworn before me this ____ day of _____, 2018.

Notary Public

My Commission Expires: _____.
[Commission #: _____]



AGENDA ITEM

Consent Agenda 7.I.

City Council Regular

Meeting Date: July 16, 2018

Submitted By: Pam Vann, Finance Director

Department: Finance

Presented By: Pam Vann

SUBJECT:

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

BACKGROUND:

The attached Agreement updates and replaces the Agreement we have with Cox Communications to work in conjunction with AT&T to provide Enhanced Emergency Number (E-911) Service. The arrangement has been in place since 2004. No substantive changes have been made to the latest version of the Agreement. The term of the Agreement is from July 1, 2018 to June 30, 2019.

RECOMMENDATION:

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

Attachments

Enhanced Emergency Number Service Agreement

**AGREEMENT FOR ENHANCED EMERGENCY
NUMBER (E-911) SERVICE**

THIS Agreement for Enhanced Emergency Number (E-911) Service ("Agreement") is made and entered into as of this ___ day of _____, 2018, by and between Cox Oklahoma Telecom, L.L.C., d/b/a Cox Communications ("COMPANY"), a Delaware Corporation, having its principal place of business as 6301 Waterford Blvd., Suite 200, Oklahoma City, OK 73118 and the City of Sapulpa, having its principal place of business at P.O. Box 1130, Sapulpa, OK 74067 ("CITY").

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

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

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

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

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

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

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

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

The CITY's responsibilities include:

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

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

Or

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

5. MSAG updates will be processed by COMPANY as quickly as reasonably possible after receipt of information from the CITY. The ALI data file will

be updated as quickly as reasonably possible following completion of the order for service.

6. If the CITY defaults in the payment of any amounts due hereunder or violates any other provision in the Agreement, and if such default or violation continues for thirty (30) days after written notice thereof from COMPANY, COMPANY may terminate this Agreement forthwith by written notice to the CITY.
7. The parties hereto further agree that, in the absence of any delay occasioned by events or factors, which are beyond the control of COMPANY, the in-service date for the services covered by this Agreement shall be July 1, 2018.
8. Where service is provided under this contract for use in connection with the CITY-provided communications equipment, the operating characteristics of such equipment shall be such as not to interfere with any of the features offered by COMPANY. The CITY agrees to use public safety communications equipment that is standard in the industry and adequate to handle its 911 calls.
9. Additions, modifications, or removals of features will be made by COMPANY at the CITY's request. Each such addition, modification, or removal will be subject to the charges and rates in effect at the time the work is performed.
10. COMPANY's Credit Records and Billings (CRB) records are confidential and proprietary. The CITY will maintain the confidentiality of these records and will establish controls to ensure this information is only used in connection with CITY's provision of E-911 Service.
11. COMPANY will provide maintenance at no additional cost for the CITY's E-911 Service on a two (2) hour response time, twenty-four (24) hours a day. The CITY will be provided the names of COMPANY's personnel to notify when emergency repair is required for the CITY's E-911 Service.
12. While it is the intent of the CITY to renew this Agreement, the parties agree and understand that the CITY, being a political subdivision of the State of Oklahoma, cannot be bound in this Agreement past its current fiscal year of June 30, 2019. Therefore, the parties agree that the contract term shall be from the date of execution through the end of the CITY's current fiscal year, June 30, 2019; and that parties upon mutual agreement may renew this Agreement at the end of the contract term for successive one-year periods. In no event shall the CITY be bound to any such renewal until and unless the City Council approves this renewal. In no

event shall the CITY be obligated financially or otherwise or be subject to any penalty or damage for failure of the CITY to renew this Agreement.

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

To the CITY:

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

To COMPANY

Cox Oklahoma Telcom, L.L.C.,
d/b/a Cox Communications
Attn: Shelly Lindsay
2312 N.W. 10th Street
Oklahoma City, OK 73107

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

upon ninety (90) days written notice of cancellation to the CITY and failure by the CITY to cure such violation within such period.

- (b) The CITY shall have the right to cancel in the event of the violation by COMPANY of any terms and conditions hereof upon ninety (90) days written notice of cancellation to COMPANY and failure by COMPANY to cure such violation within such period.

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

BY: _____

**Mayor
City of Sapulpa, Oklahoma**

Date

Attest: City Clerk

Attorney

Cox Oklahoma Telcom, L.L.C.

BY: _____

Percy Kirk
Senior Vice President & Region Manager

Date



AGENDA ITEM

Consent Agenda 7.J.

City Council Regular

Meeting Date: July 16, 2018

Submitted By: Pam Vann, Finance Director

Department: Finance

Presented By: Pam Vann

SUBJECT:

Possible action regarding the Engagement Letter with CapRisk Consulting Group dated June 26, 2018 for services related to the actuarial valuations of post employment benefits other than pensions (OPEB).

BACKGROUND:

Government Accounting Standard Board (GASB) statement No. 75 which replaces GASB 45 requires the City to have an actuarial valuation of OPEB liability reported every two years. CapRisk will provide this valuation report in an amount not to exceed \$3,900.00. CapRisk has done these valuations in the past for the City as required GASB 45.

RECOMMENDATION:

Staff recommends approval of this engagement.

Fiscal Impact

Amount: \$3,900.00

To be paid from: General Fund

Account number: 10-509-311

Attachments

Engagement Letter for GASB 75 - OPEB Reporting

City of Sapulpa, Oklahoma

GASB Statement No. 75 - OPEB Reporting
(Postemployment Benefits Other than Pensions)

Actuarial Valuations
Fiscal Years: FY2018 - FY2023

Engagement: June 26, 2018

(Valid as proposed 90 days from date shown)

June 26, 2018

(Valid as proposed 90 days from date shown)

Pamela Vann
Finance Director
City of Sapulpa
425 East Dewey Avenue
Sapulpa, Oklahoma 74066

**RE: GASB STATEMENT NO. 75 - OPEB REPORTING
ENGAGEMENT FOR THE SUPPORTING ACTUARIAL VALUATIONS FY2018 - FY2023**

Dear Ms. Vann,

Thank you for your consideration of this engagement with CapRisk Consulting Group (CapRisk) to provide actuarial services to the City of Sapulpa (the City). The overall purpose of our consulting efforts will be to assist the City and its representatives in the management of its retirement plan for “other (than pension) postemployment benefits” (OPEB). The scope of this assignment, providing the actuarial valuations and projections in support of the GASB Statement No. 75 reporting (replaces GASB 45), will consider expense obligations specific to these benefits.

The assistance shall include:

1. Submission of a ready-to-file document addressing the actuarial valuation of OPEB expense obligations, signed by a fully-credentialed Fellow of the Society of Actuaries.
2. Regular communications and explanation of study results and conclusions.
3. Ongoing consultation, as necessary, with regard to interpretation of values presented and the implementation of recommendations.

Teamwork and quality communication are considered key to the services being requested. CapRisk colleagues offer a true partnership approach to our consulting efforts founded on these considerations. We are prepared to dedicate sufficient resources, tailored to accommodate the specific needs and scheduling requirements of the City. We are an independent consultancy, value long-term relationships, and thus offer a level of commitment toward serving the needs of our clients that may not be found in other consulting practices.

It is CapRisk's position that actuarial models should reflect the unique characteristics of the plan and client operational procedures to the greatest extent possible. CapRisk actuaries have particular expertise working with **self-funded insurance plans**, **retiree pension plans**, **other postemployment benefits (OPEB)** and are accordingly well-prepared to address the needs for this assignment and any future studies for the City.

1. CAPRISK EXPERIENCE

Our firm's actuaries and consultants offer a combined one hundred plus years experience. One of our strongest and growing practice areas is providing actuarial and related consulting services for retiree medical plans to a wide range of client employers and plan consultants. Since the implementation of FAS 106 (the initial private sector equivalent of GASB 45/GASB 75) our actuaries have provided **audit support and actuarial valuations** for many of our clients that are exposed to these accounting standards. For our public sector clients we are additionally working with those interested in evaluating the impact of potential plan changes under GASB 75 on their financial statements.

The following are offered as representative of our actuaries' current and completed work:

- ◆ City of Blackwell (Oklahoma)
- ◆ City of Broken Arrow (Oklahoma)
- ◆ City of Enid (Oklahoma)
- ◆ City of Midwest City (Oklahoma)
- ◆ City of Muskogee (Oklahoma)
- ◆ City of Owasso (Oklahoma)
- ◆ City of Sapulpa (Oklahoma)
- ◆ Tulsa County (Oklahoma)
- ◆ City of Yukon (Oklahoma)
- ◆ City of Graham & Young County (Texas)
- ◆ City of Henderson & Rusk County (Texas)
- ◆ City of Midlothian (Texas)
- ◆ City of Texarkana (Texas)
- ◆ Walker County (Texas)
- ◆ Wilbarger County (Texas)
- ◆ City of Homewood (Alabama)
- ◆ City of Jasper (Alabama)
- ◆ City of Talladega & Talladega County (Alabama)
- ◆ Cherokee County (Alabama)
- ◆ Jefferson County Health Dept. (Alabama)
- ◆ City of Siloam Springs (Arkansas)
- ◆ City of Baker (Louisiana)
- ◆ City of Rayne (Louisiana)
- ◆ Lafayette Parish Sheriff's Office (Louisiana)
- ◆ Sabine Parish Police Jury (Louisiana)
- ◆ West Baton Rouge Parish Council (Louisiana)
- ◆ Hendersonville Utility District (Tennessee)
- ◆ City of Shelbyville (Tennessee)
- ◆ City of Tullahoma & Schools (Tennessee)
- ◆ Wilson County & School Board (Tennessee)

2. ACTUARIAL QUALIFICATIONS

Wilfred L. Thornthwaite, FSA, EA, MAAA, Consulting Actuary with 30 years professional experience is presented as our lead consultant for this project. Mr. Thornthwaite is a **fully-credentialled Fellow** of the Society of Actuaries, an Enrolled Actuary, a Member of the American Academy of Actuaries, and a Fellow of the Conference of Consulting Actuaries.

3. PROPOSED METHODOLOGY

Our valuation methodology will follow GASB 75 in consultation with client representatives regarding assumptions. The valuation system we employ is widely used in the public sector for valuation of both pension plans and welfare plans. We have utilized this **state-of-the-art valuation system** for the past ten years.

Upon request we can provide the 'Executive Summary' and 'Accounting Information' sections from a sample report for reference. These cover our approach to the valuation as well as providing an illustration of the summary detail provided. The remainder of the report contains supporting detail on the actuarial development of various GASB 75 cost and liability components. Since the projected impact of the current plan may result in changes in the existing medical plan for retirees, we can also calculate alternative valuations reflecting these plan changes where requested.

4. PRESENTATION OVERVIEW

The results of the analysis will be presented first in draft form for review, followed by an opportunity for discussion before issuing the final written report. Our written report will contain a **Statement of Actuarial Opinion** outlining the assumptions on which the analysis is based and the conclusions reached. The balance of the report will document sources of data, material considerations, and methods used in sufficient detail for regulators or an auditor to evaluate the work performed and the conclusions reached.

5. VALUATION TIMELINE

As outlined here in our proposed engagement and dependent upon receiving complete data in a timely manner, we will develop our report for review within 30 days (flexible). We will then follow up with the City and its representatives to go over any questions to ensure we have properly reflected applicable information. Barring major changes, final signed reports will be delivered within a week after discussion.

6. FEE SCHEDULE

Our fee includes the development of claims costs and other assumptions for the valuation as well as the preparation of the data files to be used in the valuation. The fee includes the consultation to prepare the initial report and the actual preparation of the report. Based on our current understanding of the plan¹, the total cost for each GASB 75 (biennial) valuation will not exceed \$3,900, with the next valuation scheduled for reporting with the fiscal year ending June 30, 2018. The corresponding roll forward calculations as required for the “interim years” can be provided at a cost not to exceed \$900.

As further evidence of our better value proposition, CapRisk will honor this **all-inclusive flat fee schedule through FY2023** for additional valuations to be performed during the extended timeframe. The frequency and timing for additional valuations to be determined by the City in consultation with its outside auditor or accounting firm.

[¹ The fee indicated is for a number of participants *fewer than 200*, where we will utilize the appropriate measurement method in accordance with the Actuarial Standards of Practice and the Governmental Accounting Standards Board to provide the actuarial valuation of major medical with other benefits or options specified.]

Additional consulting services can be provided for the City's consideration, such as a review of the likely impact of potential changes to the retiree plan benefits under GASB 75 reporting. Associated fees will be discussed and confirmed in writing before any additional projects are undertaken.

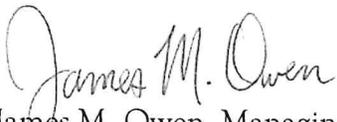
The invoice for each project will become due in full with transmittal of the initial report. Our fee reflects the understanding that the City and its representatives will be available to assist in efforts to gather and compile available data as may be required for the purpose of this analysis. Unless otherwise previously agreed to in writing, the total cost to the City for all services and expenses associated with performance hereunder shall not exceed the amount(s) quoted.

Draft reports and regular communications prior to the delivery of the final documents should provide assurance that our selected assumptions conform to your knowledge of the plan and that your questions have been addressed. Follow-up consultations can be provided to address concerns that arise after the reports have been completed, and we will remain available to confer with the City and its representatives.

We appreciate the opportunity to offer these services to the City of Sapulpa, and look forward to working with you on this assignment.

Respectfully submitted,

CAPRISK CONSULTING GROUP:



James M. Owen, Managing Principal
877.747.5238, Ext. 411 / JOwen@CapRiskGroup.com

Cc: Wilfred L. Thornthwaite, Consulting Actuary

The undersigned hereby authorizes CapRisk Consulting Group to commence work under this engagement with the City of Sapulpa to provide the actuarial services outlined above.

Name/Title

Date



AGENDA ITEM

Administration 10.A.

City Council Regular

Meeting Date: July 16, 2018

Submitted By: Jody Baker, Parks and Recreation Director

Department: Parks & Recreation

Presented By: Jody Baker

SUBJECT:

Discussion and possible action regarding a 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.

BACKGROUND:

The Agreement is with Titan Commercial Services, LLC to provide janitorial services at five (5) Sapulpa Parks Restrooms and reflects two changes to the past years agreement. The changes are 1) All services are to be performed prior to 11:00 p.m., and 2) All facilities shall be secured and locked after each cleaning. The City agrees to compensate Contractor \$150.00 a month for each restroom facility, for a total of \$750.00 per month for its for the period of July 1, 2018 and continue to and including June 30, 2019. For further detailed information, please see the attached documents.

RECOMMENDATION:

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

Fiscal Impact

Amount: \$9,000.00

To be paid from: Parks and Recreation Fund #35

Account number: 35-535-141

Attachments

Agreement - Titan Janitorial



P.O Box 1130 – Sapulpa, OK 74067 - 918-224-3040 – 918-224-666- FAX

**AGREEMENT FOR JANITORIAL SERVICES
Park Restroom Buildings
FY 2018-2019**

This agreement by and between the City of Sapulpa, a municipal corporation, hereinafter referred to as “City”, and Titan Commercial Services, LLC, hereinafter referred to as “Contractor”, and for and in consideration of the covenants stated herein, do agree as follows, to-wit:

1. INTENT –

It is the intent of this contract to set forth the terms, conditions and the requirements for providing the necessary janitorial services as outlined herein for the Parks Department.

It is further intended that the services covered by this contract shall be furnished by Contractor subject to all the terms and conditions set forth in this contract. No other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing.

2. NATURE OF RELATIONSHIP –

The parties expressly intend and agree that this Agreement establishes an independent contractor relationship between them and that no employer/employee or master/servant relationship shall be created between the parties. The Contractor is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of the City. The City shall determine the work to be done by the Contractor, but the Contractor shall determine the legal means by which the Contractor accomplishes the work specified by the City. The City is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments it owes the Contractor. Neither the Contractor nor its employees shall be entitled to receive any benefits which employees of the City are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for the City. Neither party hereto shall have any right, power, or authority to enter into any agreement for or on behalf of the other party, or to incur any obligation or liability or otherwise bind the other party. This Agreement does not create an association,

joint venture, or partnership between the parties nor impose any partnership liability upon either party. The Contractor represents and warrants to the City that he is engaged in an independent calling and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services specified in this Agreement, and that all such services and work shall be performed by Contractor in a good, workmanlike, and professional manner.

3. TERMS OF CONTRACT –

The term of the contract shall be for the period of **July 1, 2018** and continuing through **June 30, 2019**. This agreement may be extended for a period of one year upon the recommendation of the Director of Parks and Recreation and/or the Sapulpa Parks and Recreation Board.

4. CHANGES –

The City of Sapulpa may make changes within the general scope of the services to be performed by giving notice to Contractor and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of the services, an equitable adjustment in the price, as stated at the end of this agreement, shall be made. No change by the Contractor shall be recognized without written approval of the City.

5. ASSIGNMENT –

Contractor shall not sell, sublet, or assign this agreement or any portion thereof to any person or persons, except upon the written approval of the City.

6. CONTRACT CANCELLATION –

Irrespective of any breach of the provisions set forth herein, the City shall have the right to cancel the contract upon thirty (30) days written notice to the Contractor. The Contractor shall have the right to cancel the contract upon ninety (90) days written notice to the City.

7. CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS –

General Liability – The City shall not be held liable or responsible for any accident, loss, assault, battery, defamations, false arrest, false imprisonment, invasion of privacy, intentional or negligent infliction of emotional distress, injury (including death), or damages happening or occurring during the term of the performance of the work, to persons and/or property, and the Contractor shall fully indemnify and protect the City from and against the same. In addition to the liability imposed by law on the Contractor for damage or injury (including death) to persons or property by reason of negligence of

the Contractor or his agents, such liability is not impaired or otherwise affected hereby and the Contractor hereby assumed liability for and agrees to save the City harmless and indemnify him for every expense, liability or payment by reasons or any damage or injury (including death) to persons or property suffered or any of his subcontractors or anyone directly or indirectly employed by either of them or arising in any way from the work called for in the contract.

Liens – Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes or actions or suits of whatever nature arising out the services, labor and materials furnished by the Contractor or his subcontractors under the scope of this contract and from all laborers’, materials men’s and mechanics’ liens upon the real property upon which the work is located or any property of the City of Sapulpa.

Insurance Requirements - The Contractor, and any sub-contractors, shall carry and keep in force during the term of the contract policies of public liability and insurance including any contractual liability assumed under the contract in the minimum amounts set forth below and worker’s compensation and employer’s liability insurance in the amount required by law. The Contractor shall also furnish an owner’s protective policy in the same amounts with the City of Sapulpa as the named assured by the same insurance company as the insurer of Contractor’s liability coverage.

Personal Injury, each person	\$ 100,000
Personal Injury, each occurrence	\$1,000,000
Property Damage, each person	\$ 25,000
Property Damage, each occurrence	\$ 100,000

The policy shall provide a clause stating that it cannot be cancelled by the insurer without the insurer first giving the City ten (10) days written notice of cancellation. The Contractor shall furnish the City a certificate of insurance showing such coverage within ten (10) days following the award of the contract by the City prior to starting work. The City of Sapulpa shall be listed as an additional insured on all certificates of insurance.

8. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED –

During the performance of this contract, the contractor agrees he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

9. OTHER APPLICABLE LAWS –

Any provisions required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein.

10. SCOPE OF SERVICES –

The work performed as a result of this agreement shall be of the highest quality and shall be consistently so throughout the term of the resulting contract. The work shall consist of complete cleaning and janitorial services as described herein.

11. CONTRACTOR’S EMPLOYEES –

Contractor shall submit a current list of the names, addresses, dates of birth and social security numbers of all employees who perform work under this contract. Changes in the employment list shall be reported to the City within forty-eight (48) hours prior to working in City facilities. Said list and changes are to be submitted to the City of Sapulpa Park Department’s designated representative. Contractor is not allowed to employ illegal aliens to perform custodial services or any services in City facilities. To determine if an employee is not an illegal alien, the employee must have either a birth certificate, certificate of naturalization, immigration card or a special entry permit.

12. ENERGY CONSERVATION –

Energy conservation shall be practiced and lights in unoccupied areas turned off, except where centrally controlled, and windows and doors kept closed.

13. SAFETY –

The Contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act (O.S.H.A.) and other federal, state or local regulations which affect custodial and housekeeping operations. Materials Safety Data Sheets must be supplied to the City of all chemicals utilized under this contract upon its award. All chemicals utilized must be properly identified with manufacturer’s labels.

14. NOTIFICATION OF VANDALISM –

Contractor is responsible for providing immediate notification to Parks Department “On-Call” Staff at 918-694-7563 whenever Contractor notices any damages, vandalism, graffiti, etc. to any and all of the facilities listed herein as part of this contract agreement.

15. EQUIPMENT AND SUPPLIES –

Contractor shall provide all cleaning supplies, tools and equipment necessary to perform duties specified herein, except that the City shall provide paper towels, toilet tissue, soap, toilet and urinal deodorizers and trash can liners.

16. TELEPHONE SERVICE –

The Contractor shall be allowed “emergency and/or job-related” use of “local” City telephone service at no cost to the contractor. Contractor will pay the City for cost of use and or damage caused by Contractor, to the City’s telephone equipment over and above normal use or wear and tear as stated above. Absolutely no toll charges will be allowed by the Contractor and/or Contractor’s employees.

17. AREAS TO BE SERVICED –

The following six (6) City of Sapulpa facilities to be serviced are as follows:

1. Heritage Park Restrooms, 23 N. Poplar Street
2. Liberty Park Restrooms, 1400 E. Haskell Street
3. Kelly Lane Park Restrooms, 1151 S. Park Street
4. Hollier Park Restrooms, 900 W. Okmulgee
5. Davis Park Restrooms, 826 S. Maple Street

18. NAMED AREAS OF SERVICE, SCOPE OF SERVICES, HOURS OF SERVICE –

1. HERITAGE PARK RESTROOMS BUILDING -

1A. Named Areas of Service for Heritage Park Restrooms

- a. Two (2) Restrooms – Men’s/Women’s

1B. Scope of Services for Heritage Park Restrooms

- a. Stock towels, tissue, sanitary napkins and hand soap. (To be furnished by City.)
- b. Empty sanitary napkin receptacles and wipe with a disinfectant.
- c. Empty trash receptacles and wipe if needed.
- d. Clean and sanitize toilets and urinals inside and outside; polish bright work.
- e. Scour and sanitize all basins. Polish bright work.
- f. Wash all partitions all basins; polish bright work.
- g. Remove splash marks from walls around basins.
- h. Sweep, mop and rinse restroom floors with a disinfectant.

1C. Days, Hours of Service for Liberty Park Restrooms

- a. 7 Days Per Week (Sunday Through Saturday)
- b. Service before 11:00pm
- c. Facilities shall be secured and locked after cleaning.

Note: The Parks Department shall have the right to change the Days of and times of Service as it deems necessary for its operations. City shall provide Contractor with One (1) Week Notice prior to any changes in scheduled services.

2. LIBERTY PARK RESTROOMS BUILDING -

2A. Named Areas of Service for Liberty Park Restrooms

- a. Two (2) Restrooms – Men’s/Women’s

2B. Scope of Services for Liberty Park Restrooms

- a. Stock towels, tissue, sanitary napkins and hand soap. (To be furnished by City.)
- b. Empty sanitary napkin receptacles and wipe with a disinfectant.
- c. Empty trash receptacles and wipe if needed.
- d. Clean and sanitize toilets and urinals inside and outside; polish bright work.
- e. Scour and sanitize all basins. Polish bright work.
- f. Wash all partitions all basins; polish bright work.
- g. Remove splash marks from walls around basins.
- h. Sweep, mop and rinse restroom floors with a disinfectant.

2C. Days, Hours of Service for Liberty Park Restrooms

- a. 7 Days Per Week (Sunday Through Saturday)
- b. Service before 11:00pm
- c. Facilities shall be secured and locked after cleaning.

Note: The Parks Department shall have the right to change the Days of and times of Service as it deems necessary for its operations. City shall provide Contractor with One (1) Week Notice prior to any changes in scheduled services.

3. KELLY LANE PARK RESTROOMS BUILDING -

3A. Named Areas of Service for Kelly Lane Park Restrooms

- a. Two (2) Restrooms – Men’s/Women’s

3B. Scope of Services for Kelly Lane Park Restrooms

- a. Stock towels, tissue, sanitary napkins and hand soap. (To be furnished by City.)
- b. Empty sanitary napkin receptacles and wipe with a disinfectant.
- c. Empty trash receptacles and wipe if needed.
- d. Clean and sanitize toilets and urinals inside and outside; polish bright work.

- e. Scour and sanitize all basins. Polish bright work.
- f. Wash all partitions all basins; polish bright work.
- g. Remove splash marks from walls around basins.
- h. Sweep, mop and rinse restroom floors with a disinfectant.

3C. Days, Hours of Service for Liberty Park Restrooms

- a. 7 Days Per Week (Sunday Through Saturday)
- b. Service before 11:00pm
- c. Facilities shall be secured and locked after cleaning.

Note: The Parks Department shall have the right to change the Days of and times of Service as it deems necessary for its operations. City shall provide Contractor with One (1) Week Notice prior to any changes in scheduled services.

4. HOLLIER PARK RESTROOMS BUILDING -

4A. Named Areas of Service for Hollier Park Restrooms

- a. Two (2) Restrooms – Men’s/Women’s

4B. Scope of Services for Hollier Park Restrooms

- a. Stock towels, tissue, sanitary napkins and hand soap. (To be furnished by City.)
- b. Empty sanitary napkin receptacles and wipe with a disinfectant.
- c. Empty trash receptacles and wipe if needed.
- d. Clean and sanitize toilets and urinals inside and outside; polish bright work.
- e. Scour and sanitize all basins. Polish bright work.
- f. Wash all partitions all basins; polish bright work.
- g. Remove splash marks from walls around basins.
- h. Sweep, mop and rinse restroom floors with a disinfectant.

4C. Days, Hours of Service for Liberty Park Restrooms

- a. 7 Days Per Week (Sunday Through Saturday)
- b. Service before 11:00pm
- c. Facilities shall be secured and locked after cleaning.

Note: The Parks Department shall have the right to change the Days of and times of Service as it deems necessary for its operations. City shall provide Contractor with One (1) Week Notice prior to any changes in scheduled services.

5. DAVIS PARK RESTROOMS BUILDING -

5A. Named Areas of Service for Davis Park Restrooms

- a. Two (2) Restrooms – Men’s/Women’s

5B. Scope of Services for Davis Park Restrooms

- a. Stock towels, tissue, sanitary napkins and hand soap. (To be furnished by City.)
- b. Empty sanitary napkin receptacles and wipe with a disinfectant.
- c. Empty trash receptacles and wipe if needed.
- d. Clean and sanitize toilets and urinals inside and outside; polish bright work.
- e. Scour and sanitize all basins. Polish bright work.
- f. Wash all partitions all basins; polish bright work.
- g. Remove splash marks from walls around basins.
- h. Sweep, mop and rinse restroom floors with a disinfectant.

5C. Days, Hours of Service for Liberty Park Restrooms

- a. 7 Days Per Week (Sunday Through Saturday)
- b. Service before 11:00pm
- c. Facilities shall be secured and locked after cleaning.

Note: The Parks Department shall have the right to change the Days of and times of Service as it deems necessary for its operations. City shall provide Contractor with One (1) Week Notice prior to any changes in scheduled services.

19. SERVICE FEES – Total: \$9,000.00

City agrees to pay to Contractor a Total of **\$750 Per Month**; Per the following rates for janitorial services for the following areas of service:

Restroom Facilities (5) -	\$150.00 Per Month Per Facility
Seven (7) day per week service	or \$750.00 Per Month Total

PASSED BY THE SAPULPA CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA this ____ day of _____, 2018.

CITY OF SAPULPA:

Reg Green, Mayor Date

PARKS & RECREATION DEPARTMENT:

Jody Baker, Director of Parks & Recreation Date

CONTRACTOR: Kelvin Hickman, Owner
Titan Commercial Services, LLC
1340 W. Ross Avenue
Sapulpa, OK 74066
918-576-9794

Kelvin Hickman, Owner Date

APPROVED AS TO FORM:

David Widdoes, City Attorney Date

ATTEST:

Shirley Burzio, City Clerk Date

Subscribed and Sworn before me this ____th day of _____, 2018.

Notary Public

My Commission Expires: _____.
[Commission #: _____]



AGENDA ITEM

Administration 10.B.

City Council Regular

Meeting Date: July 16, 2018

Submitted By: Pam Vann, Finance Director

Department: Finance

Presented By: Pam Vann

SUBJECT:

Discussion and possible action regarding a contract with Advanced Copier Systems (ACS) for copier maintenance for the year ended July 1, 2019.

BACKGROUND:

The City has 73 copiers/printers that are being leased from De Lage & Landen Public Finance. The maintenance agreement on these copiers was previously being provided by Document Imaging Solutions, LLC (DIS) which is no longer in business. ACS will provide the services based on the same agreement we had with DIS which includes maintenance and toner supplies. The cost of this agreement is \$3,435.00 per month plus any excess copier usage with total averaging \$4,708.00.

RECOMMENDATION:

Staff recommends approval of this agreement.

Fiscal Impact

Amount: \$9,416.58

To be paid from: General Fund

Account number: 10-590-351

Amount: \$9,416.58

To be paid from: SMA

Account number: 20-590-351

Attachments

Copier Maintenance Agreement with ACS





Advanced Copier Systems

2217 N Yellowood Ave. Broken Arrow, OK 74012
918.940.9131

Order Agreement

7/1/2018
ORDER DATE

ORDER #

Service
ORDER TYPE

1 of 2
PAGE

CUSTOMER INFORMATION

The City of Sapulpa

NAME
425 East Dewey
ADDRESS

SUITE, DEPT., FLOOR, ROOM
Sapulpa OK 74066
CITY STATE ZIP

Pamela Vann 918-224-3040
CONTACT PHONE

pvann@cityofsapulpa.net
EMAIL

INVOICING INFORMATION

CUSTOMER TYPE
PO Box 1130
ADDRESS

SUITE, DEPT., FLOOR, ROOM
Sapulpa OK 74067
CITY STATE ZIP

CONTACT PHONE

EMAIL

PRODUCT DETAILS

MAKE	MODEL	DESCRIPTION	SERIAL NO.	UNIT PRICE	QTY	PRICE
Kyocera	TA6002	60 PPM MFP			1	
Kyocera	TA6052	60 PPM Color MFP			1	
Kyocera	TA5551	55 PPM Color MFP			1	
Kyocera	TA5500	55 PPM MFP			1	
Kyocera	TA5002	50 PPM MFP			2	
Sharp	MX3110	31 PPM Color MFP			2	
Sharp	MXC300	30 PPM Color MFP			1	
Sharp	ARM257	25 PPM MFP			1	
Sharp	MX5001	50 PPM Color MFP			1	
Sharp	MX4501	45 PPM Color MFP			1	

NOTES

ALL parts, labor & supplies included, excluding only paper & staples.

High Volume Quarterly - 195,000 b/w \$.005 overage, color 13,500 \$.055 overage.

Low Volume Quarterly - 48,000 b/w \$.0125 overage, color 7,500 \$.08 overage.

SUBTOTAL

TAX RATE

TAX

TOTAL

SERVICE DETAILS

Gold Quarterly \$3,435.00
PLAN CYCLE BASE INVOICE

B&W BASE B&W OVERAGE B&W METER

COLOR BASE COLOR OVERAGE COLOR METER

FINANCE DETAILS

TYPE CYCLE PAYMENT

LEASE COMPANY LEASE TYPE TERM (MONTHS)

RENTAL B&W COST/COPY RENTAL COLOR COST/COPY SECURITY DEPOSIT

CUSTOMER ACCEPTANCE

NAME

TITLE

SIGNATURE

7/1/2018
DATE



Advanced Copier Systems

2217 N Yellowood Ave, Broken Arrow, OK 74012
918.940.9131

Order Agreement

7/1/2018 Service 2 of 2
ORDER DATE ORDER # ORDER TYPE PAGE

CUSTOMER INFORMATION

INVOICING INFORMATION

The City of Sapulpa
NAME
425 East Dewey
ADDRESS
Sapulpa OK 74066
CITY STATE ZIP
Pamela Vann
CONTACT 918-224-3040
pvann@cityofsapulpa.net
EMAIL PHONE

CUSTOMER TYPE
PO Box 1130
ADDRESS
Sapulpa OK 74067
CITY STATE ZIP
CONTACT PHONE
EMAIL

PRODUCT DETAILS

MAKE	MODEL	DESCRIPTION	SERIAL NO.	UNIT PRICE	QTY	PRICE
		(CONTINUED)				
Kyocera	M6535	37 PPM Color MFP			2	
Kyocera	TA3051	30 PPM Color MFP			1	
Kyocera	FS1135	35 PPM MFP			25	
Kyocera	M6526	28 PPM Color MFP			8	
Kyocera	P2135	37 PPM Network Printer			17	
Kyocera	P6021	23 PPM Color Network Printer			8	

NOTES

ALL parts, labor & supplies included, excluding only paper & staples.

High Volume Quarterly - 195,000 b/w \$.005 overage, color 13,500 \$.055 overage.

Low Volume Quarterly - 48,000 b/w \$.0125 overage, color 7,500 \$.08 overage.

SUBTOTAL	
TAX RATE	
TAX	
TOTAL	

SERVICE DETAILS

FINANCE DETAILS

Gold Quarterly \$3,435.00
PLAN CYCLE BASE INVOICE
B&W BASE B&W OVERAGE B&W METER
COLOR BASE COLOR OVERAGE COLOR METER

TYPE CYCLE PAYMENT
LEASE COMPANY LEASE TYPE TERM (MONTHS)
RENTAL B&W COST/COPY RENTAL COLOR COST/COPY SECURITY DEPOSIT

CUSTOMER ACCEPTANCE

NAME TITLE SIGNATURE 7/1/2018
DATE

Equipment Maintenance Agreement

Terms and Conditions

Definitions

ACS – Advanced Copier Systems

YOU – Customer

Parts – any electrical or mechanical part that does not have a recommended scheduled replacement life.

Consumables – any item normally installed by a technician that does have recommended scheduled replacement life. Includes: drums, developer, process kits, imaging kits, fuser rollers, cleaning blades and cleaning brushes.

Supplies – any item with an estimated yield normally replaced or installed by customer. Includes: toner and waste toner receptacles.

Coverage Plans

“Gold” Plan Maintenance Agreements cover all parts, labor, consumables and supplies. Paper and staples are NOT covered.

“Silver” Plan Maintenance Agreements cover all parts, labor, and consumables. Supplies, Paper and staples are NOT covered.

“Bronze” Plan Maintenance Agreements cover all parts and labor only. Consumables, parts, paper and staples are NOT covered.

General Terms

ACS will replace, adjust or repair parts that have been broken or worn through normal use and are necessary for normal operation of the equipment.

This agreement shall not apply to any parts or labor made necessary by accident, fire, abuse, neglect, vandalism, theft, riot, electrical power surges, water, or any natural events outside of the control of **ACS**.

This agreement may not include applicable taxes. All taxes levied or imposed, now or hereafter, by any government authority shall be paid by the customer in accordance with Law. **ACS** reserves the right to adjust the maintenance pricing at the end of each full year from the contract date to the then published contract pricing, not to exceed 10 percent.

This agreement is assignable by you, WITH the prior written consent of **ACS**. **ACS** may assign this agreement with 30 days prior written notice to you.

All service calls by **ACS** will be made during normal working hours (Monday thru Friday, 8AM to 5PM) on the customer’s premises at the address shown. Should the equipment be moved to another location in a more distant area, there may be an increase in the maintenance agreement pricing.

This agreement will automatically renew for the original agreement term unless either the customer or Advanced Copier Systems provides 30 days prior written notice of cancellation.

This agreement constitutes the entire agreement between you and **ACS**. If you cancel this agreement prior to the scheduled end of the agreement, you agree to pay **ACS** the remaining term’s average monthly contract value, or 3 months value, whichever is greater. The average monthly contract value is the average cost per month since the contract start date.



AGENDA ITEM

Administration 10.C.

City Council Regular

Meeting Date: July 16, 2018

Submitted For: David Widdoes, City Attorney

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: Nikki White

SUBJECT:

Discussion and possible action regarding an Ordinance of the City Of Sapulpa, Oklahoma, Amending the Sapulpa City Code Part 12, Chapter 8, Specific Use Permit, Section 12-802 (A), Specific Uses, by Providing for Additional Uses To Be Permitted; Providing for Repealer; Providing for Severability; and Declaring an Emergency.

BACKGROUND:

To regulate through zoning the Marijuana uses authorized by SQ 788, the City will require a Specific Use Permit (SUP) Ordinance. Specific regulations/guidelines will be drafted and proposed at the next regular Council meeting. This will ensure the City has requirements in place prior to the July 26 deadline stated in SQ 788.

RECOMMENDATION:

Staff recommends Council approve the Ordinance and authorize the mayor to execute same.

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SAPULPA, OKLAHOMA, AMENDING THE SAPULPA CITY CODE PART 12, CHAPTER 8, SPECIFIC USE PERMIT, SECTION 12-802 (A), SPECIFIC USES, BY PROVIDING FOR ADDITIONAL USES TO BE PERMITTED; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. The Sapulpa City Code, Part 12, Planning, Zoning & Development, Chapter 8, Section 12-802 (A), is hereby amended to add the following uses to the Specific Use Permit List:

"Retail Marijuana Dispensary / Establishment

Commercial Marijuana Growth Facility

Marijuana Processor / Packager / Storage Facility"

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 portion shall not be affected but remain in full force and effect.

Section 4. 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 16th day of July, 2018, with emergency clause separately voted on.

Reg Green, Mayor

ATTEST:

APPROVED AS TO FORM:

Shirley Burzio, City Clerk

David R. Widdoes, City Attorney



Informational Items 12.A.

City Council Regular

Meeting Date: July 16, 2018

Submitted For: Joan Riley, City Manager

Submitted By: Amy Hoehner, Legal Assistant

SUBJECT:

Fiscal year in review from City Manager Joan Riley.

Attachments

2017-2018 Fiscal Year in Review

City of Sapulpa 2017-2018 Fiscal Year in Review

The following list of projects and accomplishments are not intended to be an all inclusive listing of everything accomplished during the past fiscal year; however, it is enough of a listing that we should be confident in the movement and growth of our city. I thank each of you for your part in all that has been achieved and for your support.

Joan

- ✓ Continued efforts with SeneGence regarding the formation of a TIF to ultimately provide the majority of the funding for a sewer line extending from the Golf Course to the SeneGence building site off of Hwy 33 and the Turnpike.
- ✓ Applied for and received an Economic Development Authority grant in the amount of \$1.5 million along with an additional \$1.7 million in matching funds from SeneGence to be used toward the sewer line as well.
- ✓ New Hire: Nikki White as City Planner/Urban Development Director. Nikki has done an excellent job not only working to update our codes but with our Planning Commission and Historical Preservation committee.
- ✓ New Hire: Jody Baker as Park and Recreation Director. Jody has also done an excellent job of picking up where John Waytula left off.
- ✓ Added Agenda Quick software to streamline City Council and other Board and Commission agendas, making them available online for council, staff, and citizens.
- ✓ Sapulpa Public Library celebrated its 100 year milestone.
- ✓ This council received education from OMAG, David Widdoes, and David Weatherford. This action not only provided information to the council but earned the city \$10,000 from OMAG that can be utilized to defray the cost of training for several employees in various opportunities.
- ✓ Months were spent researching and attending meetings on behalf of the city taking ownership in area Nursing Homes. In the end the rules kept changing adding more and more restrictions on how funding was realized and spent that the city wisely backed away.
- ✓ City Hall upgrades included new paint, carpet, minor bathroom repairs, and the addition of pictures of each council member which are hung in the foyer outside administrative offices.
- ✓ Council Chambers updated with technology adding monitors and 4 big screen TV's.
- ✓ 2nd Animal Shelter Bids opened way over budget leading to the decision to move building to an area just outside the Wastewater Treatment Plant.

City of Sapulpa 2017-2018 Fiscal Year in Review

- ✓ Surrounding area of the new Animal Shelter site had been used as dumping ground for asphalt, concrete, and other materials making clean up difficult at best. Core samples on the actual build site were determined to be inadequate to build the shelter on.
- ✓ **New Revenue:** Placed question on Sept 12 ballot regarding a change from gross receipt tax of 2% to a Franchise Fee of 4% on Natural Gas sales and transportation. This resulted in close to \$100,000 in new revenue within a partial year's receipts.
- ✓ All City Employees issued an ID Card to insure citizen safety and visible identity of employees.
- ✓ City Golf Course remodel inside Club House with carpet and snack bar built by our manager David McBride and his father.
- ✓ Instituted a dress code.
- ✓ Conducted and discussed review of the city's technology base and identified critical needs.
- ✓ Server crashed - setting us back internally several weeks.
- ✓ Hired Beasley Technology for IT Services. Very pleased with everything running smoothly.
- ✓ Fire dedicated funds were used to purchase land north of Hwy66 and east of the Car Museum, from Creek County, to be utilized as the future site of a Fire Training Facility.
- ✓ Municipal Finance completed a financial overview for qualifications toward future financing needs.
- ✓ Added Meshek online mapping allowing for multiple users instead of just one.
- ✓ Concluded a 4 month long Public Safety Study of our Fire and Police Departments resulting in positive change and a wealth of information to plan and implement over the next several years.
- ✓ **New Revenue:** Pet Sense secured site on Taft next door to Sherwin Williams and began building.
- ✓ Purchased property on 100th just N/W of the Wastewater Treatment Plant to build Animal Control Center and to move Public Works to the large warehouse building next to it. When all completed, the majority of public works offices and plants will be in one location behind the RR Crossing which can be fenced and monitored.
- ✓ Recognized need for wastewater plant upgrades to handle high levels of BOD and increase efficiency during the processing of waste. Cost estimate \$4.7 million. In addition, sewer

City of Sapulpa 2017-2018 Fiscal Year in Review

infrastructure lines to city owned property on Frankhoma Rd. at a cost of \$2.7 million will extend sewer to said property making the sale of the property more valuable. This action will allow for approximately 200 homes to be constructed and added to city sewer service.

- ✓ Landscaped City Hall and replaced irrigation system that had been broken for many years. Removed all unnecessary parking signage leaving a much improved view of City Hall.
- ✓ Hired Economic Development Director Steve Hardt who brings us years of experience from the City of Tulsa Downtown Development.
- ✓ Hired Code Enforcement Officer Mark Stephens who hit the ground running and has not stopped since.
- ✓ Implemented a wage adjustment for all employees under \$30,000 (approx. 50 employees) bringing them closer to market wage.
- ✓ Initiated "Coffee with City Manager" at the Golf Course snack bar from 7:30 to 9:30 a.m. running every Wednesday September through May. This was to encourage citizen engagement and considered to be very successful.
- ✓ Oklahoma Water Resource Board approved \$8 million loan for Wastewater Treatment Plant upgrades, infrastructure to city owned property at Frankhoma Rd and sewer camera to be used for maintenance and scoping of lines. This action saved the city just over \$1 million if enacted through a revenue bond.
- ✓ Heard and settled several grievances and 3 mediations all of which prevented more costly arbitration.
- ✓ Opened bids on Sports Complex Phase 1 with work beginning as soon as city crews finish current projects to the preliminary ground work.
- ✓ Opened bids on East Basin Mandate project which came in significantly under budget allowing for additional wastewater projects to be added following its completion.
- ✓ Opened bids for Animal Shelter for the 3rd and final time on July 10th.
- ✓ Drastic improvement in code enforcement and compliance as noted below in table form.
- ✓ Negotiated contracts with both Fire & Police without issue and before year end.

City of Sapulpa 2017-2018 Fiscal Year in Review

- ✓ Presented Fiscal Year 2018-2019 Budget approved on June 4, 2018. Allowed for a pay increase for all city employees of 3% while maintaining a slight increase in fund balance over previous year.

Public Works Projects Started and their Progress:

- GO Bond Replaced Spillway at Lake - completed
1st phase of Lazy H. road repair complete with 2nd phase started
- GO Bond Animal Shelter - purchased Glass Design complex 8000 block of West 100th
bids opened July 10th
- GO Bond Basin Mandates force main and lift station improvements bids opened on 6/13/18
and approved with significant savings on the project anticipated
- GO Bond Rewiring West Pump Station - currently near completion.
- GO Bond 100 Acre Youth Sports Complex - bids approved for phase I - Work starts soon
- Bryan Street - completed and all issues settled with construction firm
- Cobb Street - complete (Issue pending with unapproved change orders)
- Canyon Road - Bid documents are prepared and ready to go out as soon as
all utilities are moved and accounted for
- Sahoma Lake Bridge Replacement - Water levels caused by rainfall has set
this project back but as of today...cement is being poured
- North Brown Street - (Line to Cobb) Mill and overlay of pavement with one
block of curb & gutter. Project begins following Sahoma Lake Bridge.
- Lakes of Cross Timbers - Main entrance to the addition off of Hwy 117 has failed and
need of replacement. This project will be completed in 18/19 fiscal year.
- North Hickory Street - Waiting the relocation of a main gas line by ONG which is
holding up the bid process to completely rebuild Hickory Street
including widening and curb and guttering. Will be completed in 18/19.
- Downtown Alley Program This project will rebuild a downtown alley with a new base
and pavement to beautify downtown. Located East of Main St. between
Lee and Thompson.
- 49th West Ave. & State Hwy 117 - working with ODOT to make this intersection safer.
Speed study has been ordered by ODOT and an installed intersection warning
sign for Eastbound traffic on 117.
- Downtown Storm Water Improvements -Improvements at the corner of Dewey and Park
are currently being engineered. This improvement will be funded by CDBG.
- North 8th St. Storm Water Project - Recently took possession of the property at the
Northwest corner of Line and 8th street. The metal building will be removed
and reused by a City Department as a shop building. Three or four more
properties that remain to be purchased in `2018-2019 to complete the area needed
for the drainage and retention project.

City of Sapulpa 2017-2018 Fiscal Year in Review

New Construction:

47 Single Family Homes, 2 Two Family Homes

Total Value: \$12, 980,435

5 New Commercial Buildings, 18 Commercial Remodels, 1 Commercial Repair

Total Value: \$17,827,600 which is 204% higher than previous year

Code Enforcement:

6 months prior to new inspector - recorded 171 complaints with unknown completions

7 weeks with current code inspector - 343 complaints recorded

274 completed and closed

39 in abatement process

30 open cases

Sales Tax:

Currently sales tax for fiscal year 2017-2018 is \$650,000 over prior year with one more month to go. (August receipts will be for June spending.)