

**SAPULPA MUNICIPAL AUTHORITY**  
TRUST PROCEEDINGS  
Meeting of July 2, 2018

The Board of Trustees of the Sapulpa Municipal Trust Authority 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, Chairman  
Louis Martin, Vice-Chairman  
Bruce Bledsoe, Trustee  
Marty Cummins, Trustee  
Wes Galloway, Trustee  
Craig Henderson, Trustee  
Carla Stinnett, Trustee

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

Staff Present: Joan Riley, Trust Manager; Pam Vann, Trust Treasurer; David Widdoes, Trust Attorney; Shirley Burzio, Secretary

**1. MINUTES, CONSENT ITEMS, COMMUNITY DEVELOPMENT, AND ADMINISTRATION.**

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

- A. Approve the minutes of the June 18, 2018, regular municipal authority meeting;
- B. Approve claims in the amount of \$61,754.35;
- C. Approve prepaid claims in the amount of \$ 1,200.00;
- D. Approve the Stormwater Management Services Agreement with J. Brooke Kononchuck as Environmental Administrator for the City of Sapulpa;
- E. Approve the acceptance of 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;
- F. Approve the award of bid for the 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;

- G. Approve the 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;
- H. 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.

**2. INFORMATIONAL ITEMS FROM CHAIRMAN, BOARD OF TRUSTEES, TRUST MANAGER, OR TRUST ATTORNEY.**

- A. The status report from Tetra Tech, Inc., regarding various City and SMA projects was presented for review and discussion only. There was no action taken by the board.

**3. PUBLIC COMMENTS:**

There were no comments made to the board.

**4. ADJOURNMENT.**

There being no further business to consider, motion was made by Vice-Chairman Louis Martin, seconded by Trustee Wes Galloway, to adjourn the meeting. Motion carried unanimously.

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Chairman

Attest:

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Secretary



**AGENDA ITEM**

**Municipal Authority Regular**

**3.A.**

**Meeting Date:** July 2, 2018

**Submitted By:** Shirley Burzio, City Clerk

**Department:** City Clerk

**Presented By:**

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**SUBJECT:**

Consider approving the minutes of the June 18, 2018, regular municipal authority meeting.

**BACKGROUND:**

**RECOMMENDATION:**

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**Attachments**

minutes.06-18-2018 sma

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**SAPULPA MUNICIPAL AUTHORITY**  
TRUST PROCEEDINGS  
Meeting of June 18, 2018

The Board of Trustees of the Sapulpa Municipal Trust Authority met in regular session Monday, June 18, 2018, at 7:00 o'clock P.M. in the City Hall Council Chambers, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Present: Reg Green, Chairman  
Louis Martin, Jr., Vice-Chairman  
John Anderson, Trustee  
Bruce Bledsoe, Trustee  
Marty Cummins, Trustee  
Wes Galloway, Trustee  
Hugo Naifeh, Trustee

Absent: Craig Henderson, Trustee  
Charles Stephens, Trustee  
Carla Stinnett, Trustee

Staff Present: Joan Riley, Trust Manager; Rick Rumsey, Assistant Trust Manager; Pam Vann, Trust Treasurer; David Widdoes, Trust Attorney; Shirley Burzio, Secretary

**1. MINUTES AND CONSENT ITEMS.**

Motion was made by Vice-Chairman Louis Martin, seconded by Trustee Hugo Naifeh, to approve the following items of business:

- A.** Approve the minutes of the June 4, 2018, regular municipal authority meeting;
- B.** Approve claims in the amount of \$555,291.50.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Louis Martin, Hugo Naifeh. NAY-None. Motion carried 7-0.

## **2. ADMINISTRATION.**

- A.** Motion was made by Vice-Chairman Louis Martin, seconded by Trustee Marty Cummins, to approve the adoption of a Resolution of the Sapulpa Municipal Authority (The "Borrower") approving and authorizing a Clean Water SRF Loan from the Oklahoma Water Resources Board in the total aggregate principal amount of \$7,850,000; approving the issuance of a promissory note in the total aggregate principal amount of \$7,850,000, secured by a pledge of revenues and authorizing its execution; approving and authorizing the execution of a loan agreement for Clean Water SRF Loan; designating a local trustee and approving and authorizing the execution of a trust agreement; approving and authorizing the execution of a security agreement; ratifying and confirming a lease agreement pertaining to certain water and sanitary sewer systems, approving and authorizing a lease agreement pertaining to the Stormwater and Sanitation Systems; approving and authorizing the execution of a Subordinate Lien Sales Tax Agreement; approving various covenants; approving and authorizing the establishment of a project costs disbursement account; and containing other provisions relating thereto; and approving and authorizing execution of all necessary closing documents.  
(Resolution No. 4533)

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Louis Martin, Hugo Naifeh. NAY-None. Motion carried 7-0.

- B.** Motion was made by Vice-Chairman Louis Martin, seconded by Trustee Marty Cummins, to approve an engineering services agreement with Tetra Tech, Inc., for operations and maintenance of the jointly owned Skiatook Raw Water Conveyance System during Fiscal Year 2018-2019 in a shared total amount of \$340,944.00, of which the City of Sapulpa is obligated for \$136,377.60.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Louis Martin, Hugo Naifeh. NAY-None. Motion carried 7-0.

- C.** Motion was made by Trustee Wes Galloway, seconded by Vice-Chairman Louis Martin, to approve the professional services agreement for engineering services with Tetra Tech, Inc., for the Frankoma Road Sanitary Sewer Extension Project in the amount of \$468,500.00.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Louis Martin, Hugo Naifeh. NAY-None. Motion carried 7-0.

- D. Motion was made by Trustee John Anderson, seconded by Vice-Chairman Louis Martin, to approve the adoption of a Resolution of the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Trust Authority amending the FY 2017-2018 annual budget by increasing revenues by \$2,146,306.00 and increasing appropriations by \$1,062,421.00 in various funds for the purpose of making adjustments based on current revenue and the amounts estimated during the preparation of the FY 2018-2019 budget. (Resolution No. 4531)

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Louis Martin, Hugo Naifeh. NAY-None. Motion carried 7-0.

- E. Motion was made by Vice-Chairman Louis Martin, seconded by Trustee Wes Galloway, to approve the adoption of a Resolution of the Sapulpa Municipal Authority, Sapulpa, Oklahoma, amending the Sewer System Development and Extension Fee Fund FY 2017-2018 annual budget by increasing revenues and appropriations in the amount of \$7,850,000.00 to recognize loan proceeds for the purpose of constructing a sewer line extension, making wastewater treatment plant improvements, and purchasing a pipeline television inspection system. (Resolution No. 4534)

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Louis Martin, Hugo Naifeh. NAY-None. Motion carried 7-0.

3. **INFORMATIONAL ITEMS FROM CHAIRMAN, BOARD OF TRUSTEES, TRUST MANAGER, OR TRUST ATTORNEY.**

- A. A status report from Tetra Tech regarding various City and Authority projects was presented for review and discussion. There was no action taken by the board.

4. **PUBLIC COMMENTS:**

There were no comments made to the board.

5. **ADJOURNMENT.**

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

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Louis Martin, Hugo Naifeh. NAY-None. Motion carried 7-0.

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Chairman

Attest:

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**Consent Agenda 4.A.**

**Municipal Authority Regular**

**Meeting Date:** July 2, 2018

**Submitted By:** Amber Fisher, Accounts Payable Clerk

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**SUBJECT:**

Consider approving Claims in the amount of \$61,754.35  
(Refer to: Purchase Order Claim Register with City agenda.)

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**Consent Agenda 4.B.**

**Municipal Authority Regular**

**Meeting Date:** July 2, 2018

**Submitted By:** Amber Fisher, Accounts Payable Clerk

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**SUBJECT:**

Consider approving Prepaid Claims in the amount of \$ 1,200.00.

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**Attachments**

Prepaid claims 7-2-18

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Prepaid Claims for Agenda 7/02/18  
Submitted by: Amber Fisher A/P

City:

US Post Office a postage check for mailing Utility bills.

Total Amount for SMA- \$ 1200.00

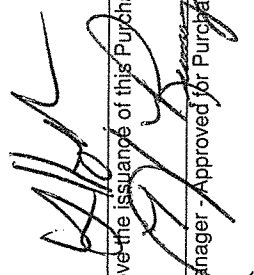
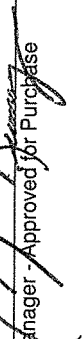
City of Sapulpa  
 P.O. BOX 1130  
 Sapulpa, Oklahoma 74067  
 (918) 224-3040

Vendor No. 1311  
 Name US Post office  
 Address \_\_\_\_\_

**REQUISITION & PURCHASE ORDER**  
 122985

Check Date \_\_\_\_\_  
 Date Written 6/19/2018 Fiscal Year 18/19

DESCRIPTION	INVOICE AND/OR TICKET NO.	DEPARTMENT	PROJECT	ACCOUNT NO.	ENCUMBERED AMOUNT	EXPENDED AMOUNT
Postage for Billing	6/19/18	Utility Billing		20-523-202	1200.00	1200.00
			Pre-Pay 6/19/18			
			chk # 123355			
			P A I D			
			JUN 19 2018			
			Per ADF			

I approve the issuance of this Purchase Order:  
  
 City Manager - Approved for Purchase  
  
 Purchasing Officer - All Items and Service Received and Ready for Payment.  
 MT

I hereby certify that the amount of this encumbrance has been entered against the designated appropriation account and that this encumbrance is within the authorized available balance of said appropriation.  
 Dated 6-19-2018  
 Encumbering Officer Saisha Carr

DATE	DESCRIPTION	CHECK NO# : INVOICE AMOUNT	123355 VOUCHER AMOUNT
6/19/18	6/19/18 122985 POSTAGE FOR BILLING	1,200.00	1,200.00
*** TOTALS ***			1,200.00

AMERICAN HERITAGE BANK AND TRUST  
SAPULPA, OK 74066

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

CHECK NO#: 123355

VEND: 7311

123355

----- ONE THOUSAND TWO HUNDRED & 00/100 DOLLARS -----  
TO THE ORDER OF DATE

CHECK/WARRANT  
NUMBER

6/19/2018

AMOUNT
1,200.00

US POST MASTER

*Shirley Bussio*  
*Frank Riley*  
VOID AFTER ONE YEAR

⑈ 123355 ⑈ ⑆ 1031006161 ⑆ ⑈ 180 928 2⑈



**AGENDA ITEM**

**Consent Agenda 4.C.**

**Municipal Authority Regular**

**Meeting Date:** July 2, 2018

**Submitted For:** Rick Rumsey, Assistant City Manager

**Submitted By:** Amy Hoehner, Legal Assistant

**Department:** Stormwater

**Presented By:** Rick Rumsey

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**SUBJECT:**

Consider approving the Stormwater Management Services Agreement with J. Brooke Kononchuk as Environmental Administrator for the City of Sapulpa.

**BACKGROUND:**

This agreement is a renewal of the Stormwater Management Services Agreement first adopted February 06, 2012, between the City of Sapulpa and J. Brooke Kononchuk as the City's Environmental Administrator. Renewal of the agreement will provide for stormwater management services essential to the City's compliance with Oklahoma Department of Environmental Quality regulations.

**RECOMMENDATION:**

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

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**Fiscal Impact**

**Amount:** \$55,368.00

**To be paid from:** Stormwater Fund

**Account number:** 29-529-101

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**Attachments**

Agreement - Brooke Kononchuk

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## STORMWATER MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Jacquelyn Brooke Kononchuk, an individual (“Contractor”) and the City of Sapulpa, Oklahoma, an Oklahoma municipal corporation (“City”):

WHEREAS, the City is an organization which is required to meet all obligations under the Oklahoma Department of Environmental Quality (ODEQ) General Permit for Phase II Municipal Separate Storm Sewer System (MS4) Discharges for Small Cities Within the State of Oklahoma (OKR04); and

WHEREAS, the City desires to contract for qualified personnel to handle, maintain and manage its OKR04 Phase II MS4 Permit requirements (“Environmental Administrator”); and

WHEREAS, the City desires to engage Contractor as its Environmental Administrator to perform stormwater management services essential to the City’s compliance with the OKR04 permit.

NOW THEREFORE, the parties hereto, for and in consideration of the mutual terms, covenants and conditions hereinafter set forth, do hereby agree as follows:

### SECTION I. CONTRACTOR APPOINTMENT AND DUTIES

A. Environmental Administrator Professional Services–General Duties. For so long as this Agreement remains in effect, Contractor shall perform all usual and customary duties and responsibilities of an Environmental Administrator, including, but not necessarily limited to, the following:

- (1) Preparation and filing of the NOI for the OKR04 Phase II stormwater permit;
- (2) Stormwater Management Plan (SWMP) development and update;

- (3) Preparation and submittal of annual reports (data collection from City, BMP update, cover letter, report write-up);
- (4) Employee training on environmental responsibility;
- (5) Dry Weather Field Screening (DWFS) (Approx. 150 outfalls total / 5 year permit cycle = 30 outfalls screened / year);
- (6) Public education activities (preparation of educational material / set up display board, etc);
- (7) Illicit discharge investigations and preparation of Notice of Violations (NOVs);
- (8) Site inspections and preparation of inspection reports for municipal good housekeeping (6 sites);
- (9) Construction site inspections and inspection report write-up;
- (10) Development of Standard Operating Procedures (SOP);
- (11) Erosion control permit review; and
- (12) Development of a Stormwater Pollution Prevention Plan for the City of Sapulpa Wastewater Treatment Plant.

B. Nature of Relationship. Contractor is an independent contractor and is not an employee, agent, co-venturer, partner or representative of the City in any capacity whatsoever, except as specifically provided herein. The City will not directly supervise the activities of Contractor hereunder, but the City shall have the right to establish standards of performance as set forth in this Agreement and rules and regulations governing the use of City property, which rules and regulations shall become part of this Agreement and incorporated herewith, unless Contractor objects in writing within 30 days after notice of such rules is given to Contractor in which event, either party shall have the right to terminate this Agreement.

- C. On Site and On Call Availability. In order to perform the duties hereunder, Contractor agrees to schedule appointments at City offices when necessary to meet with members of the public during the term of this Agreement. In addition, Contractor agrees to be on call and available by phone during normal business hours (e.g. 8:00 am to 5:00 p.m. Monday through Friday) during the term of this Agreement. It is understood that the City will make available the stormwater management program office at the City Hall Annex or at a suitable location for Contractor's use and for upkeep of data and stormwater information.

## SECTION II. COMPENSATION

In consideration for such stormwater management services as hereinbefore described, the City shall pay Contractor the sum of Four Thousand Six Hundred Fourteen Dollars (\$4,614.00) per month payable upon signing, then on the first day of each month during the term hereof. To the extent Contractor is requested to perform services outside of the duties listed, City agrees to compensate Contractor for such actual time at a rate of \$50.00 per hour. The City may, subject to available funds and approval of the City Manager, pay the costs associated for attendance to the annual Region 6 MS4 convention, including conference fees, travel costs, etc.

## SECTION III. TIMES OF PAYMENT

Invoices are due and payable on the first day of each month. Invoices past due are subject to interest at the rate of 1 % per month.

**A. Basic Stormwater Management Services.** For the basic consulting services performed under Section I, payment shall be 12 equal monthly payments during the duration of the contract.

**B. Additional Consulting Services.** For additional consulting services, monthly payments by the City shall be based on detailed invoices from Contractor for work completed.



## SECTION IV. CITY RESPONSIBILITIES

The City shall provide as a part of this Agreement the following items at no cost to the Contractor:

- (1) City shall provide attorney's service for all legal reviews and assistance in implementing the stormwater management program. Such assistance shall include but is not limited to enforcement activities on the industries, responding to DEQ notice of violations, consent decrees, orders, or other requests.
- (2) City shall be responsible for all DEQ permit fees, cost of all sampling and testing of outfalls, illicit discharge investigations, field screening, and any other required testing mandated by the program or DEQ.
- (3) City shall make all provisions for the Contractor to enter upon public or private property as required for the Contractor to perform the Services under this Agreement.
- (4) City shall assist the Contractor in obtaining data/records pertaining to the stormwater management program.
- (5) City shall provide an office for Contractor's use in implementing and managing the program as well as meeting with the public.
- (6) Contractor acts as the agent of the City in implementing the stormwater management program requirements, and the City shall provide all necessary support to assist the Contractor in this regard.
- (7) City shall be responsible for management of stormwater related work orders.
- (8) All stormwater management related materials, supplies, and travel shall be purchased out of the City budget.

(9) City shall be responsible for all stormwater related maintenance and drainage activities.

(10) City shall be responsible for entering stormwater related work orders into GovQA.

(11) City shall be responsible for assisting with placement of door hangers for the pollution prevention campaign.

#### **SECTION V. TERM**

Unless otherwise provided herein, the term of this contract shall be effective and the provisions herein commence \_\_\_\_\_, and such contract shall thereafter continue in full force on a month-to-month basis, unless sooner terminated under the provisions hereof. It is, however, specifically understood and agreed by Contractor that this contract is subject to an annual appropriation of adequate and sufficient funds therefore. The failure of the City to annually appropriate such funds as herein required shall automatically and without further notice by City cause this contract to terminate as of the end of the fiscal year in which funds as required by the terms hereof have been duly appropriated by the City.

#### **SECTION VI. TERMINATION**

In the event the City believes that Contractor is not in substantial compliance with any one or more of the terms of this Agreement, the City shall deliver written notice to Contractor identifying the specific item or items of non-performance. Contractor shall have 10 days within which to correct each item of non-compliance set forth in the notice. If each non-compliance item is not satisfied within such 10-day period, the City may thereupon, without further notice, terminate this contract.

## SECTION VII.

### WAIVER, BREACH, SEVERABILITY, ASSIGNMENT, & AMENDMENT

- A. The waiver by City of any breach of any term shall not be deemed to be a waiver of that term for any subsequent breach of the same or any other term.
- B. If any portion or provision of this contract shall be deemed illegal or unenforceable for any reason, the unaffected provisions or portions shall remain in full force and effect.
- C. This contract is personal to Contractor and no interest hereunder shall be transferred or assigned to any other individual or entity, in whole or in part, without the written consent of the City first obtained.
- D. The foregoing constitutes the entire agreement of the parties. No amendment, modification, or deletion shall be effective unless reduced to writing and executed by both parties hereto.

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

CITY OF SAPULPA:

\_\_\_\_\_  
Reg Green, Mayor

ATTEST:

APPROVED:

\_\_\_\_\_  
Shirley Burzio, City Clerk

\_\_\_\_\_  
David Widdoes, City Attorney

CONTRACTOR:

\_\_\_\_\_  
J. Brooke Kononchuk, Contractor



**AGENDA ITEM**

**Municipal Authority Regular**

**5.A.**

**Meeting Date:** July 2, 2018

**Submitted By:** Nikki White, Urban Development Director

**Department:** Planning & Development

**Presented By:** Nikki White

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**SUBJECT:**

Consider acceptance of storm sewer system located at Oak Leaf Estates, and establish a one-year maintenance period for this project from May 30, 2108 through May 30, 2019.

**BACKGROUND:**

All improvements have been completed to the storm sewer system located at Oak Leaf Estates in Sapulpa, Creek County, Oklahoma. These improvements have been inspected and approved by City of Sapulpa staff and a Maintenance Bond has been submitted to cover any potential deficiencies that may arise during the one year maintenance period.

**RECOMMENDATION:**

Staff recommends that the Mayor/Chairman and City Council/Trustees accept the storm sewer system and establishment of the maintenance period as stated.

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**Attachments**

acceptance form

maintenance bond

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**PUBLIC WORKS PROJECT  
ACCEPTANCE/REJECTION FORM**

Circle type of Public Works project: Water Sanitary Sewer Storm Sewer Street

Owner Name and phone number: Henry Penix 918-521-2777

Contractor Name and Phone number: Brian Green, Ira Green Construction 918-342-0840  
ODEQ or ODOT Permit #: N/A

Description of project: Installation of public storm sewer infrastructure for the Oak Leaf Estates subdivision.

Location of Project: South 33rd West Avenue & West 75th Street South

Preliminary Plan Received: Yes/date 07/18/2016 No/date \_\_\_\_\_

Final Plans Received: Yes/date 08/26/2016 No/date \_\_\_\_\_

Plans Approved: Yes/date 09/14/2016 No/date \_\_\_\_\_

Project Inspection requested on: 02/14/2018

Project Inspection requested by: Brian Green, Ira Green Construction

Project Inspection completed on: 05/30/2018

Project is: (circle one) Accepted Denied

If project is denied, state why: \_\_\_\_\_

TO BE COMPLETED BY URBAN DEVELOPMENT DIRECTOR:

Project completed in accordance with Final Plan Specifications: Yes No

Were improvements completed/located in accordance with Final Plat Specifications:

Yes

Brian Green

Contractor or Representative

[Signature]  
Street/Utility Supervisor

[Signature]  
(Assistant City Manager

Engineer (If Applicable)

[Signature]

Public Works Inspector

[Signature]  
Public Works Director/City Manager

[Signature]  
Urban Development Director

CITY OF SAPULPA  
FIXED ASSETS MANAGEMENT  
DEVELOPMENT ADDITIONS

Water ( )  
Sewer ( )  
Streets ( )  
Stormwater

Date: Jun 12 2015 Approved by: 

Prepared by: Brooke Kononchuk

Water Line \_\_\_\_\_ L.F. \_\_\_\_\_ Size: \_\_\_\_\_

*Storm* Sewer Line X L.F. 3,303 Size: various- 15"- 10'x6'

Streets: \_\_\_\_\_ Length: \_\_\_\_\_ Type: \_\_\_\_\_

Acceptance Date: \_\_\_\_\_

Estimated Cost: \$563,407.89

Subdivision:  
Oak Leaf Estates

Project Name:  
Oak Leaf Estates Public Storm Sewer System

Granite Re, Inc.

Bond# GR38303

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned

Ira M Green Construction, as Principal and Granite Re, Inc., a corporation organized under the laws of the State of Oklahoma and duly authorized to do business in the State of Oklahoma, as Surety, are held and firmly bound unto:

The City of Sapulpa, OK in the penal sum of

\*\*\*\* Five Hundred Sixty-Three Thousand, Four Hundred Seven Dollars and 89/100\*\*\*\*

(\$ 563,407.89) Dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 29th day of June, 2017.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above named Principal did on the 27th day of June, 2017 enter into a contract with the

Oak Leaf Estates, LLC

for: Storm Sewer to Serve Oak Leaf Estates, The City of Sapulpa, Creek County, OK

AND, WHEREAS, the specifications of said construction contract provide that upon final acceptance by Obligee said Principal shall furnish a maintenance bond for the sum amounting to \*\*\*\* One Hundred \*\*\*\* percent (100 %) of the contract price, and to remain in full force and effect for the period of

One (1) year(s) from the date of acceptance, as therein stated in said specifications; the said work having been duly accepted by said obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall make good all defects appearing in the work performed by Principal due to faulty workmanship or materials which may develop during the period of One (1) year(s) from the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

Ira M Green Construction

Principal

BY: *Brian A. Green*

Title President

Granite Re, Inc.

Surety

BY: *Amy Lambert*

Amy Lambert, Attorney-in-Fact



**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

BARRY L. HERRING; SHANNON NICHOLAS; VICKY JARVIS; CARLA CARTER; AMY LAMBERT; PAM SLATON; AUDREY MCCRAW; NANCY M. HANSEN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:


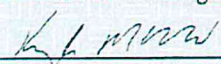
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

BARRY L. HERRING; SHANNON NICHOLAS; VICKY JARVIS; CARLA CARTER; AMY LAMBERT; PAM SLATON; AUDREY MCCRAW; NANCY M. HANSEN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 29<sup>th</sup> day of December, 2016.

STATE OF OKLAHOMA    )  
                                  ) SS:  
COUNTY OF OKLAHOMA )

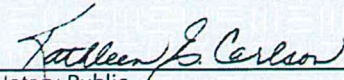


  
\_\_\_\_\_  
Kenneth D. Whittington, President  
  
\_\_\_\_\_  
Kyle P. McDonald, Treasurer

On this 29<sup>th</sup> day of December, 2016, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



  
\_\_\_\_\_  
Kathleen E. Carlson  
Notary Public

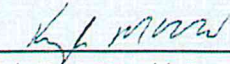
**GRANITE RE, INC.**  
**Certificate**

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 29<sup>th</sup> day of June, 2017.



  
\_\_\_\_\_  
Kyle P. McDonald, Secretary/Treasurer



**AGENDA ITEM**

**Administration 6.A.**

**Municipal Authority Regular**

**Meeting Date:** July 2, 2018

**Submitted For:** Rick Rumsey, Assistant City Manager

**Submitted By:** Amy Hoehner, Legal Assistant

**Department:** Public Works

**Presented By:** Rick Rumsey

---

**SUBJECT:**

Discussion and possible action regarding award of bid for the Basin No2 & No4 Sanitary Sewer Improvements project to MSB Construction, Inc. as the lowest, most responsive and responsible bidder in the amount of \$1,550,419.00.

**BACKGROUND:**

Bids were recently received and reviewed by Tetra Tech Engineering for necessary improvements to the Basin No2 & No4 sanitary sewer system. A total of four (4) bids were received and MSB Construction, Inc. was determined to be the lowest bidder in the amount of \$1,550,419.00. For further information, please see attachments.

**RECOMMENDATION:**

Staff and Tetra Tech recommend awarding bid to MSB Construction, Inc. in the amount of \$1,550,419.00.

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**Fiscal Impact**

**Amount:** \$1,550,419.00

**To be paid from:** GO Bond Construction Fund

**Account number:** 83-571-405B

---

**Attachments**

Letter from Ryan Mittasch, Tetra Tech

Bid Tabulation Sheet

Notice of Award to MSB Construction, Inc.

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TETRA TECH

June 14, 2018

Mr. Rick Rumsey, Assistant City Manager  
City of Sapulpa  
425 E Dewey  
Sapulpa, Oklahoma 74067

**RE: AWARD RECOMMENDATION  
BASIN N02 & N04  
SANITARY SEWER IMPROVEMENTS  
SAPULPA, OKLAHOMA**

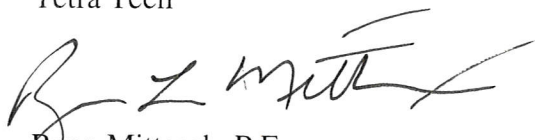
Dear Mr. Rumsey:

Attached is a copy of the Tabulation of Bids for the above-referenced project. We have reviewed the four bids received and recommend that the project be awarded to the apparent low bidder, MSB Construction, Inc., of Oologah, Oklahoma, in the amount of \$1,550,419. This amount is the total base bid. We have enclosed five copies of the Notice of Award for execution if you concur with our recommendation. Please sign all copies and return to our office. We will then prepare and forward the contract documents to the contractor.

If you have any questions, please contact the undersigned.

Sincerely,

Tetra Tech

  
Ryan Mittasch, P.E.  
Project Manager



Seal

Date

RM/lv  
Enclosures

cc: MSB Construction, Inc.

file: P:\11386\200-11386-14002\Construction\BidSupport\Award Recommendation.doc



NOTICE OF AWARD

TO: MSB CONSTRUCTION, LLC  
9505 S. 4090 RD  
Oologah, OK 74053

PROJECT DESCRIPTION: BASIN N02 & N04 - SANITARY SEWER IMPROVEMENTS

The OWNER has considered the BID submitted by you for the above described Work in response to its ADVERTISEMENT FOR BIDS dated MAY 20, 2018, and INFORMATION FOR BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$1,550,419.00.

You are required by the INFORMATION FOR BIDDERS to execute the AGREEMENT, and furnish the required Contractor's PERFORMANCE BOND, MAINTENANCE BOND, STATUTORY BOND, and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said AGREEMENT and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_ day of \_\_\_\_\_, 2018

SAPULPA MUNICIPAL AUTHORITY  
OWNER

BY: \_\_\_\_\_  
REG GREEN

TITLE: MAYOR

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By MSB CONSTRUCTION, INC.

this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BY: \_\_\_\_\_ TITLE: PRESIDENT  
MARK S. BERTSCH



**AGENDA ITEM**

**Administration 6.B.**

**Municipal Authority Regular**

**Meeting Date:** July 2, 2018

**Submitted For:** Rick Rumsey, Assistant City Manager

**Submitted By:** Amy Hoehner, Legal Assistant

**Department:** Public Works

**Presented By:** Rick Rumsey

---

**SUBJECT:**

Discussion and possible action regarding a 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.

**BACKGROUND:**

This agreement with Stillwater Central Railroad will allow for a for the proposed 8 inch steel encased waterline to run under the highway and railroad tracks east of Sahoma Lake Road. A map of showing the location of this waterline is enclosed with the Agreement. This waterline will service the new Fire Training Facility. For more detailed information, please see attachments.

**RECOMMENDATION:**

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

---

**Fiscal Impact**

**Amount:** \$1,500.00

**To be paid from:** Capital Improvement Fund

**Account number:** 45-546-311

---

**Attachments**

Cover Letter

Insurance Requirements

Agreement Stillwater Central Railroad





**VIA ELECTRONIC MAIL**

June 18, 2018

Mr. Josh Muskopf  
**Tetra Tech, Inc.**  
7645 E 63<sup>rd</sup> St., Ste. 301  
Tulsa, OK 74133

**RE: Stillwater Central Railroad, L.L.C.  
License Agreement No. SLWC530608  
For your Client: City of Sapulpa**

Dear Mr. Muskopf:

Attached please find the above-referenced license agreement. After you have had an opportunity to review the same, please arrange for the appropriate official to execute the document in **duplicate original** by affixing his or her signature, printed name and title as well as the signature and printed name of a witness. You should return (1) both original documents (please print documents on one-side of paper, not front and back), (2) the required insurance as outlined in Alicia Vallarta's email to you dated February 26, 2018, (3) payment of the \$850.00 document processing fee and (4) payment of the first annual license fee in the amount of \$650.00. Make payment totaling \$1,500.00 and forward to:

Omega Rail Management, Inc.  
4721 Trousdale Dr., Ste. 206  
Nashville, TN 37220-1372  
Attn: Stacey Darracott

If you have any questions or concerns, I can be reached at 1-800-990-1961 or [sdarracott@omegarail.com](mailto:sdarracott@omegarail.com). Thank you for your assistance with these matters.

Sincerely,

*Stacey Darracott*

Stacey Darracott  
Contracts Administrator

Enc.

cc: Kim A. Williams – ORM

Innovative Property Management Solutions



**STILLWATER CENTRAL RAILROAD, LLC  
INSURANCE REQUIREMENTS**

Licensee shall maintain a policy of commercial general liability and for at least **\$5,000,000.00** combined single limit, bodily injury and property damage per occurrence, **\$5,000,000.00** aggregate. The policy shall include: Completed operations liability, Contractual liability which would cover liabilities assumed under the contract with The Railroad, **An endorsement deleting all exclusions for work performed near a railroad**, an endorsement adding The Railroad as an additional insured and providing the Railroad 30 days' Notice Of Cancellation or intent not to renew. Further, Licensee or Licensee's Contractor shall maintain a policy of **railroad protective liability insurance** for the benefit of Railroad in the amount of at least **\$2,000,000.00** single limit and **\$6,000,000.00** aggregate. Licensee shall furnish certificates to Railroad and provide not less than 30 days' notice of cancellation or materials change in coverage.

**STILLWATER CENTRAL RAILROAD, LLC  
315 WEST 3<sup>RD</sup> STREET  
PITTSBURG, KS 66762**

# STILLWATER CENTRAL RAILROAD, LLC

## LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE CROSSINGS AND LONGITUDINAL OCCUPATIONS

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ between **STILLWATER CENTRAL RAILROAD, LLC** which has a mailing address at **315 WEST 3<sup>RD</sup> STREET, PITTSBURG, KANSAS 66762** party of the first part (hereinafter called "Railroad"), and **CITY OF SAPULPA**, having a mailing address at **P.O. BOX 1130, SAPULPA, OKLAHOMA 74067** as party of the second part (hereinafter called "Licensee").

**WITNESSETH**, that said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of Licensee to be kept and performed, hereby permits, as a temporary license, Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove:

One (1) buried 16-inch steel pipeline containing one (1) 8-inch polyvinyl chloride potable water pipeline as hereinafter more fully described on the attached Exhibit "A".

**LOCATION:** below the tracks, right of way and property owned by Railroad at a location approximately 1,040 feet northeast of Mile Post 439 and 500 feet northeast of the centerline of Sahoma Lake Road, at or near Sapulpa, County of Creek, State of Oklahoma.

In accordance with construction plans, submitted by Licensee to and approved by the Property Manager, incorporated herein by reference, all and any part thereof being hereinafter referred to as the "**FACILITIES**"; said license, however, shall be under and subject to the following terms, covenants and conditions as hereinafter recited, which are hereby accepted and agreed to, by Licensee, to wit:

1. The Licensee shall pay to Railroad upon the execution hereof, the sum of **EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$850.00)** as a one-time document processing fee and an annual license fee of **SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$650.00)** on June 1st for the term of the Agreement, beginning upon execution hereof for the period June 1, 2018 through May 31, 2019 (annual fees to be adjusted as follows). Railroad reserves the right to make adjustments in these charges.

The annual license fee specified above shall be adjusted annually (beginning with the payment due June 1, 2019) and shall be changed by the greater of (i) 3% or (ii) the percentage increase as reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1967=100)" specified for "All Items - United States" compiled by the Bureau of Labor Statistics of the United States Department of Labor (the "Index") as described below.

If applicable, the current base rent payable shall be changed in accordance with the following:

- (a) The current base rent shall be adjusted annually, commencing June 1, 2019.
- (b) Each adjustment shall be made with reference to the price index for the fourth month immediately preceding the effective date of each adjustment (Current Price Index).

(c) Each such adjustment shall be made by determining the percentage change of the then Current Price Index over the price Index for the full calendar month of the effective date of this License ("Base Price Index").

(d) Such percentage shall be computed by (i) obtaining the difference between the Current Price Index and the Base Price Index and (ii) dividing such difference by the Base Price Index.

(e) The percentage thus determined shall be multiplied by the then applicable current base rent hereinabove set forth, and the product thus determined shall represent the change payable in addition to the current base rent until a subsequent adjustment shall be made under this section.

In the event the Index shall hereafter be converted to a different standard of reference base or otherwise revised, the determination of the percentage change shall be made with the use of such conversion factor, formula, or table for converting the Index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as shall be reasonably determined by Railroad. Railroad shall provide prior notice to Licensee of all increases in rent and, upon request from Licensee, shall provide the calculation used to determine the current base rent.

2. (a) The Facilities shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined in Page 1. No departure shall be made at any time there from except upon permission in writing granted by the Property Manager, or his designee, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided is situated, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said Facilities shall be done under such general conditions as will be satisfactory to and approved by the Property Manager, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the property of Railroad. Licensee, at its own cost and expense, shall, when performing any work in connection with the Facilities, furnish any necessary inspectors, flagmen or watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of Railroad.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time Railroad should deem inspectors, flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said Facilities, of Licensee, Railroad shall have the right to place such inspectors, flagmen, or watchmen at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse Railroad upon demand. The furnishing or failure to furnish inspectors, flagmen, or watchmen by Railroad, however, shall not release Licensee from any and all other liabilities assumed by Licensee under the terms of this Agreement.

3. If Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned Facilities, it shall submit plans to Railroad and obtain the written approval of the Property Manager thereto before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. Railroad reserves the right to make adjustments in the rental charges.

4. (a) Licensee shall at all times be obligated to promptly maintain, repair and renew said Facilities; and shall, upon notice in writing from Railroad and requiring it so to do, promptly make such repairs and

renewals thereto as may be required by Railroad; or Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to Licensee at any time make such repairs and renewals there to and furnish such material therefore as it deems adequate and necessary all at the sole cost and expense of Licensee.

(b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails so to do, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.

5. (a) The supervision over the location of the construction work and inspection of the Facilities and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid Facilities covered by this Agreement shall be within the jurisdictional rights of Railroad.

(b) The right of supervision over the location of the construction work and inspection of the Facilities from time to time thereafter by Railroad, shall extend for an appropriate distance on each side of the property of Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the Facilities over, under, upon or in the property of Railroad.

6. Licensee shall comply with all Federal, State and Local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad.

7. (a) It is understood between the parties hereto that the operations of Railroad at or near the Facilities involve some risk, and Licensee as part of the consideration for this license hereby releases and waives any right to ask for or demand damages for or account of loss of or injury to the Facilities (and contents thereof) of Licensee that are over, under, upon or in the property and facilities of Railroad including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of Railroad or otherwise.

(b) And Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said Facilities in, on, about or from the premises of Railroad whether such losses and damages be suffered or sustained by Railroad directly or by its employees, patrons or licensees, or be suffered or sustained by other persons or corporations, including Licensee, its employees and agents who may seek to hold Railroad liable therefore, and whether attributable to the fault, failure or negligence of Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of Railroad. **IRRESPECTIVE OF THE ABOVE AND REGARDLESS OF THE FAULT OF RAILROAD, UNDER NO CIRCUMSTANCES SHALL RAILROAD HAVE ANY LIABILITY TO THE OTHER PARTY, THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OR THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT LOSS OR DAMAGES, PUNITIVE, OR EXEMPLARY DAMAGES OR COSTS HOWSOEVER CAUSED ON ACCOUNT OF THE CONSTRUCTION, PLACEMENT, ATTACHMENT, PRESENCE, USE, MAINTENANCE, REPAIR, ALTERATION, RENEWAL, RELOCATION OR REMOVAL OF SAID FACILITIES IN, ON, ABOUT OR FROM THE PREMISES OF RAILROAD DESCRIBED HEREIN AND LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS RAILROAD FROM THE SAME.**

(c) If a claim or action is brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said Facilities shall be borne by Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of Railroad on the said Facilities. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.
9. Licensee shall, at its sole cost and expense, upon request in writing of Railroad, promptly change the location of said Facilities covered by this Agreement, where located over, upon or in the property and facilities of Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of Railroad upon land now or hereafter owned or used by Railroad to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then said Licensee shall make such adjustments or relocations in its Facilities as are over, upon or in the property and facilities of Railroad as may be required by said Railroad or its grantee; and if Licensee shall fail or refuse to comply therewith, then the duly authorized agents of Railroad may make such repairs or adjustments or changes in location and provide necessary material therefore.
10. Upon termination of this Agreement or upon the removal or abandonment of the Facilities covered hereby, all the rights, title and interest of Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior thereto, and Licensee shall remove its said Facilities and appurtenances from Railroad property, and right of way and all property of Railroad shall be restored in good condition and to the satisfaction of Railroad. If Licensee fails or refuses to remove its Facilities and appurtenances under the foregoing conditions, Railroad shall be privileged to do so at the cost and expense of Licensee, and Railroad shall not be liable in any manner to Licensee for said removal.
11. In the event the Facilities consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities and appurtenances of Railroad arising from or as a result of the installation of the said Facilities for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense therefore.
12. In the event the said Facilities consist of electrical power or communication wires and/or appurtenances, Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its Facilities; and if Licensee should fail so to do, then Railroad may do so, and Licensee agrees to pay to Railroad on demand the full cost and expense therefore.

13. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said Facilities of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefore the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against Railroad or its property by reason of the construction and maintenance of said Facilities of Licensee.
14. The rights conferred hereby shall be the privilege of Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated on page 1 without the consent and agreement in writing of Railroad being first had and obtained.
15. This Agreement with the rights granted may be terminated at any time by either party hereto upon not less than thirty (30) days' written notice to the other; and upon the expiration of the said thirty (30) days after service of such notice, this Agreement and the permission and privileges hereby granted shall absolutely cease and terminate.
16. This Agreement shall take effect after signed by both parties.
17. Automobile mileage charges incurred by aforementioned Railroad inspectors, flagmen or watchmen in connection with the installation, maintenance, etc., of said Facilities will be based on allowances approved by the United States Government in effect at the time the expenses are incurred.
18. Environmental Compliance
  - 18.1 Licensee represents that it has conducted a complete inspection of the Facilities and except as noted herein, finds the Facilities to be reasonably free from pollution-induced conditions.
  - 18.2 Without limiting any other provisions of this Agreement, Licensee, at its expense, will at all times maintain and keep the Facilities and all improvements and property now or hereafter erected or placed thereon, including but not limited to, the structures, equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent or control the discharge of substances in the land, water, or air, and Licensee agrees to indemnify, hold harmless and defend Railroad from and against any and all suits, actions, proceedings, fines, claims, or the cleanup, response, removal or remediation of any environmental condition arising from or alleged to arise from a violation of any such environmental law, rule, or regulation, unless and except where such violation shall have been caused solely by the fault of the Railroad.
  - 18.3 Without limiting any other provision of this Agreement, Railroad shall have the right to enter and inspect the Facilities in order to determine whether Licensee is complying with such laws, rules, and regulations, but no such inspection or absence of inspection by Railroad shall be construed to relieve Licensee of its obligations to comply with all such laws, rules and regulations.
  - 18.4 In the event any cleanup, response, removal or remediation of any environmental condition is required by a governmental entity (hereinafter collectively referred to as "Response Action"), Licensee shall not be entitled to any damages, actual or consequential, by reason of the Response Action's interference with Licensee's use of the Facilities. Licensee shall not be entitled to abatement in the rent for any interference with Licensee's use of the Facilities due to a Response Action. Licensee shall permit Railroad and its contractor's full, unrestricted and unconditional access to the Facilities for the purpose of completing or engaging in a Response Action for which Licensee is responsible should Licensee fail to diligently pursue and complete

such Response Action to the satisfaction of Railroad. Railroad's completion of any Licensee's obligations hereunder shall not be deemed a waiver of Licensee's obligations under this Agreement. Railroad shall have the right, but not the obligation, to conduct reasonable inspections of Licensee's Response Action and Licensee shall provide Railroad all information requested by Railroad regarding Licensee's Response Action or any environmental condition for which Licensee is responsible.

19. Licensee shall maintain a policy of commercial general liability and for at least **\$5,000,000.00** combined single limit, bodily injury and property damage per occurrence, **\$5,000,000.00** aggregate. The policy shall include: Completed operations liability, Contractual liability which would cover liabilities assumed under the contract with the Railroad, **an endorsement deleting all exclusions for work performed near a railroad**, an endorsement adding the Railroad as an additional insured and providing the Railroad 30 days' Notice Of Cancellation or intent not to renew. Further, Licensee or Licensee's Contractor shall maintain a policy of **railroad protective liability insurance** for the benefit of Railroad in the amount of at least **\$2,000,000.00** single limit and **\$6,000,000.00** aggregate. Licensee shall furnish certificates to Railroad and provide not less than 30 days' notice of cancellation or materials change in coverage.

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article "14" of this Agreement.

**IN WITNESS WHEREOF**, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

**STILLWATER CENTRAL RAILROAD, LLC**  
*(as Railroad)*

**CITY OF SAPULPA**  
*(as Licensee)*

By: \_\_\_\_\_  
Name: Kim A. Williams  
Title: Manager – Real Estate

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witness as to Railroad

Witness as to Licensee

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_



Proposed 8-inch Waterline  
 Proposed 16-inch Steel Encasement  
 Highway and Railroad Crossing

File: P:\11390\200-11390-17003\GIS\Report Layout\Map22x34.mxd



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**EXHIBIT A**  
 LICENSE #SLWC530608  
 SAPULPA, CITY OF

**Legend** One buried 16-in steel pipe containing one 8-in PVC  
 potable water pipe crx 1040 ft NE MP 439 and 500 ft  
 NE c/ Sahoma Lake Rd

Proposed Waterline  
 Existing Waterlines

0 70 140 280 420 560  
 Feet



**Sapulpa, Oklahoma**  
**Figure 1 - Area Map**

**Proposed Fire Training Facility  
 Waterline**

TETRA TECH

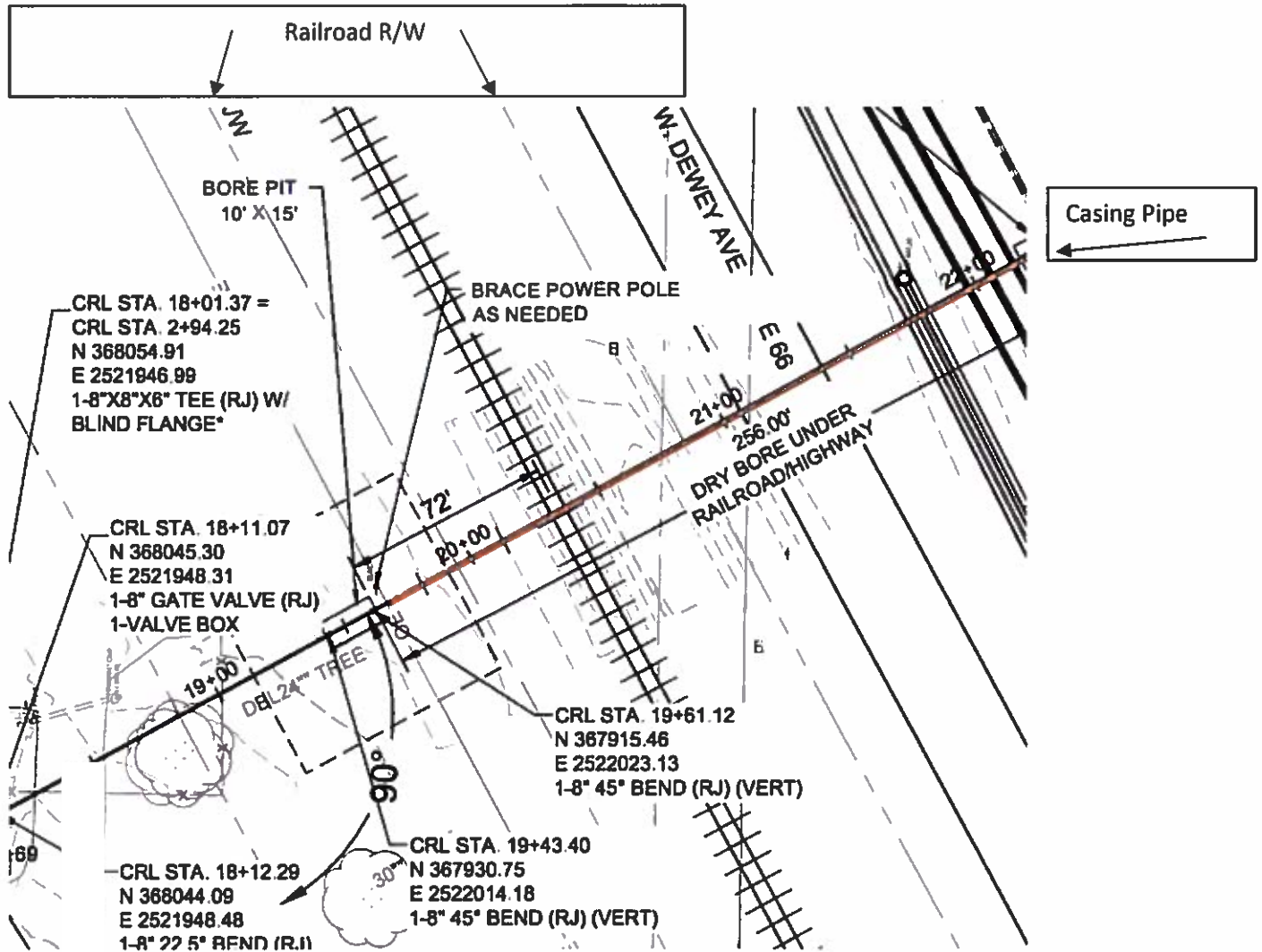
Date: 12/8/2017      Drawn By: JDM



One buried 16-in steel pipe containing one 8-in PVC  
potable water pipe crx 1040 ft NE MP 439 and 500 ft  
NE c/l Sahoma Lake Rd

Plate II

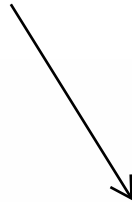
Plan View When Facility is a Crossing



Intersection of Pipe and Track

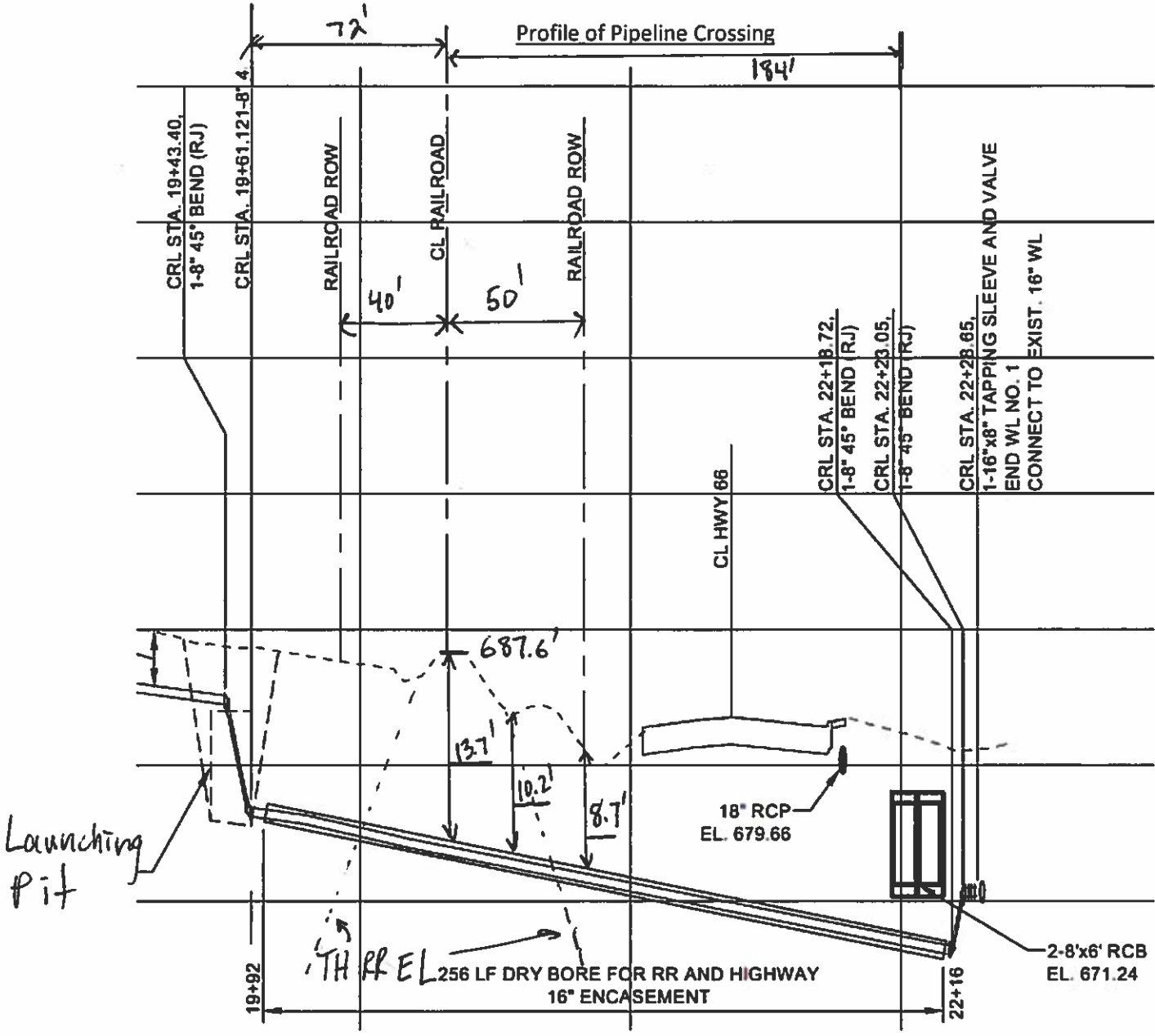
Lat: 35.99586667  
Long: -96.12864411

To Station - 1,040 feet along RR CL  
to Milepost 439



One buried 16-in steel pipe containing one 8-in PVC  
 potable water pipe crx 1040 ft NE MP 439 and 500 ft  
 NE c/l Sahoma Lake Rd

Plate III



Scale H: 1" = 60'  
 V: 1" = 12'

# WATERLINE IMPROVEMENTS SAPULPA FIRE TRAINING FACILITIES CITY OF SAPULPA, OKLAHOMA

EXHIBIT A  
LICENSE #SLWCS30608  
SAPULPA, CITY OF

One buried 16-in steel pipe containing one 8-in PVC  
potable water pipe crx 1040 ft NE MP 439 and 500 ft  
NE c/l Sahoma Lake Rd

PWS ID# OK 1020404

7645 E. 63rd Street, Suite 301  
Tulsa, Oklahoma 74133  
Tel. 918.249.3909 Fax 918.249.3930  
CA 2388 (EXP. 06-30-19)

www.tetrattech.com



**TETRA TECH**

**PROJECT LOCATION:**

SAPULPA, OKLAHOMA  
CREEK COUNTY

**CLIENT INFORMATION:**

CITY OF SAPULPA  
425 E. DEWEY AVE.  
SAPULPA, OK 74067

**Tt PROJECT No.:**

200-11390-17003

**CLIENT PROJECT No.:**

XXXXXXXXXXXX

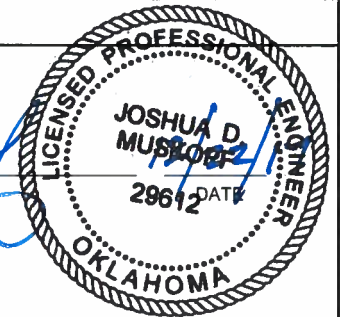
**PROJECT DESCRIPTION / NOTES:**

BASE BID INCLUDES INSTALLATION OF APPROXIMATELY 2,200 L.F. OF 6" AND 8" WATER LINE AND ASSOCIATED APPURTENANCES TO PROVIDE SERVICE TO THE PROPOSED SAPULPA FIRE TRAINING FACILITY, AND NORTH ALONG N. SPOCOGEE ST. TO W. JOHNSON AVE. IN ORDER TO INCREASE FIRE PROTECTION IN THIS AREA.

ADD ALTERNATE NO. 1 INCLUDES INSTALLATION OF APPROXIMATELY 300 L.F. OF ADDITIONAL 6" WATER LINE AND RELOCATES 1 (ONE) FIRE HYDRANT ASSEMBLY WESTERLY TOWARDS SAHOMA LAKE ROAD

**APPROVED BY:**

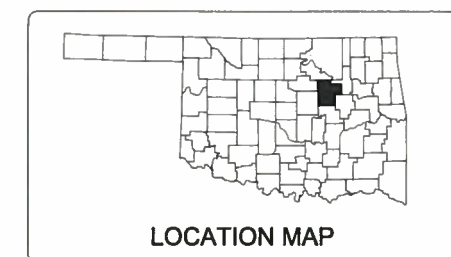
*Joshua D. Muskopf*  
JOSHUA D. MUSKOPF, P.E. OK. NO. 29612



CITY OF SAPULPA

DATE

**VICINITY MAP:**



**SCALES**

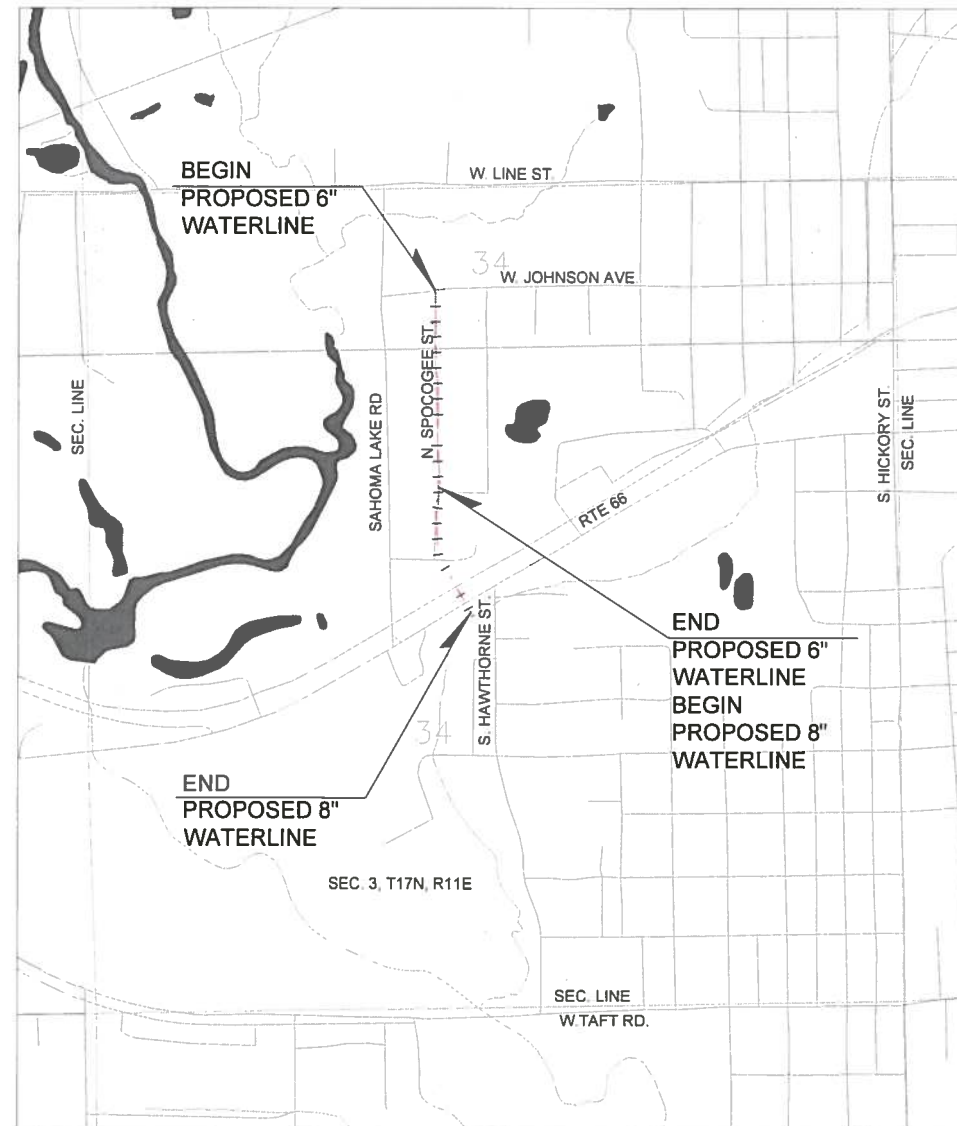
PLAN	1"=50'
PROFILE HOR.	1"=50'
PROFILE VER.	1"=5'
LAYOUT	1"=1000'

**INDEX OF SHEETS**

WL-1	TITLE SHEET
WL-2	GENERAL NOTES, PAY QUANTITIES & PAY NOTES
WL-3 TO WL-5	PLAN & PROFILES
WL-6 TO WL-7	WATERLINE DETAILS

**CONVENTIONAL SYMBOLS**

- PROPOSED ROADS
- SECTION LINES
- QUARTER SECTION LINES
- x-x- FENCES
- - - EXISTING GRADE
- - - EXISTING ROADS
- - - BASE LINE
- - - PROPOSED GRADE
- TUG- COMMUNICATION LINES (EXISTING)
- PW- POWER LINES (EXISTING)
- OHE- OVERHEAD POWER LINES (EXISTING)
- PUG- POWER UNDER GROUND LINES (EXISTING)
- G- GAS LINE (EXISTING)
- SS- SANITARY SEWER LINES (EXISTING)
- ST- STORM SEWER LINES (EXISTING)
- W- WATER LINES (EXISTING)
- FO- FIBER OPTIC LINES (EXISTING)
- TUG- COMMUNICATION LINES (PROPOSED)
- OHE- POWER LINES (PROPOSED)
- PUG- POWER LINES (PROPOSED)
- G- GAS LINE (PROPOSED)
- SS- SANITARY SEWER LINES (PROPOSED)
- ST- STORM SEWER LINES (PROPOSED)
- W- WATER LINES (PROPOSED)
- FO- FIBER OPTIC LINES (PROPOSED)
- /// BUILDINGS
- - - DRAINAGE STRUCTURES (EXISTING)
- - - DRAINAGE STRUCTURES (PROPOSED)
- - - RIGHT-OF-WAY LINES (EXISTING)
- - - RIGHT-OF-WAY LINES (PROPOSED)
- - - RIGHT-OF-WAY FENCE
- - - FLOWLINE (EXISTING)
- - - FLOWLINE (PROPOSED)
- - - TOE OF SLOPE (EXISTING)
- - - TOE OF SLOPE (PROPOSED)
- CITY LIMITS
- LANDSCAPE
- RAILROAD

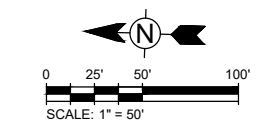


LATEST CITY OF SAPULPA STANDARD SPECIFICATIONS & ODEQ STANDARDS FOR CONSTRUCTION ENGLISH GOVERN. APPROVED BY THE CITY OF SAPULPA.



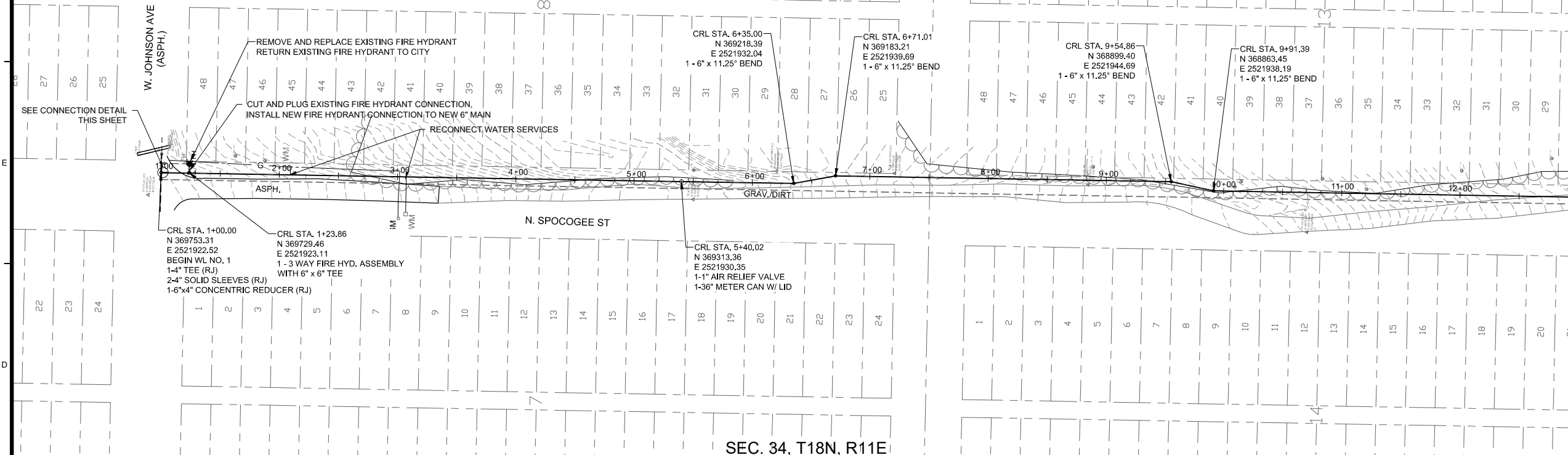
EXHIBIT A  
LICENSE #SLWC530608  
SAPULPA, CITY OF

One buried 16-in steel pipe containing one 8-in PVC potable water pipe crx 1040 ft NE MP 439 and 500 ft NE c/l Sahoma Lake Rd

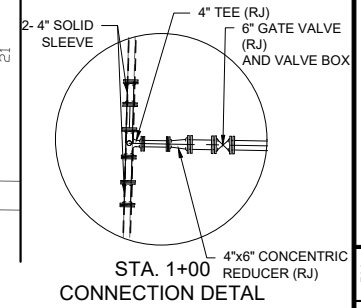


**LEGEND**

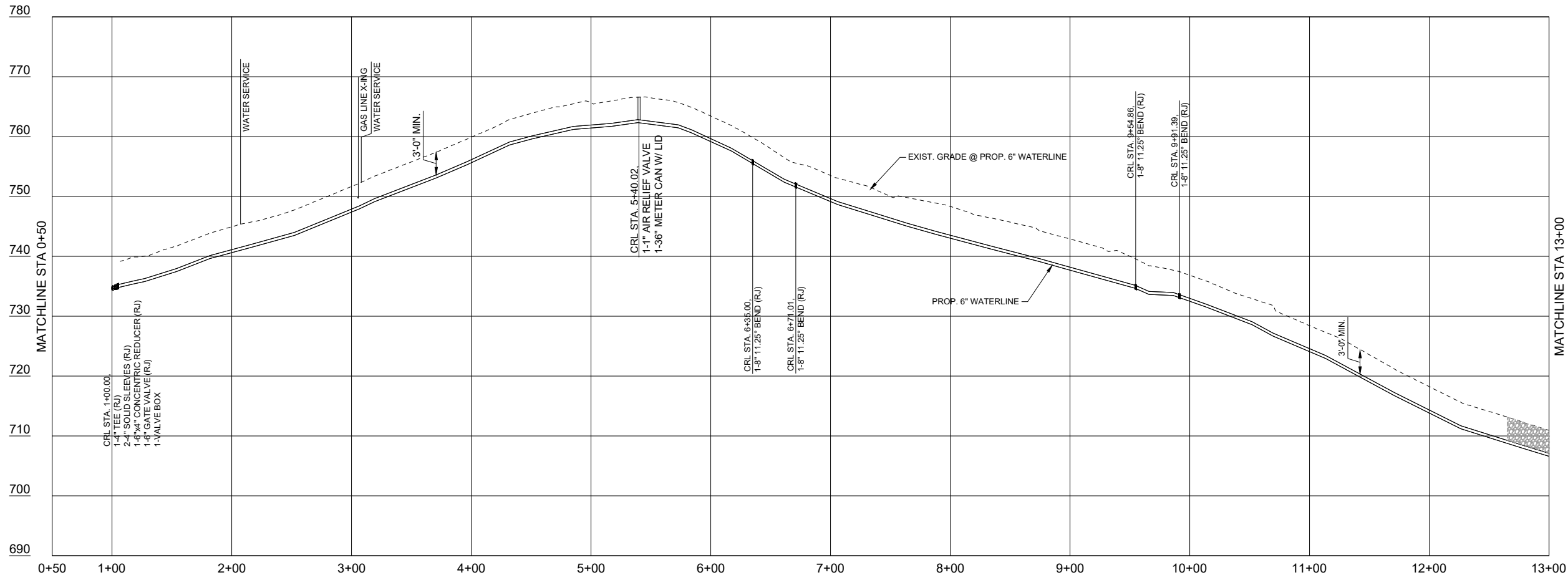
- PROP. WATERLINE
- PROP. TEE
- PROP. FIRE HYDRANT
- PROP. GATE VALVE
- PROP. BEND
- EX. WATERLINE
- EX. FIRE HYDRANT



MATCHLINE STA. 13+00



SEC. 34, T18N, R11E



MATCHLINE STA 13+00

BASE BID

MARK	DATE	DESCRIPTION

CITY OF SAPULPA, OKLAHOMA  
WATERLINE IMPROVEMENTS  
SAPULPA FIRE TRAINING FACILITIES  
**WATERLINE 1  
PLAN AND PROFILE**

Project No.: 11390-17003  
Designed By:  
Drawn By:  
Checked By:

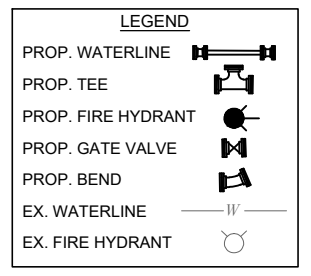
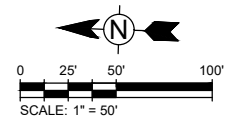
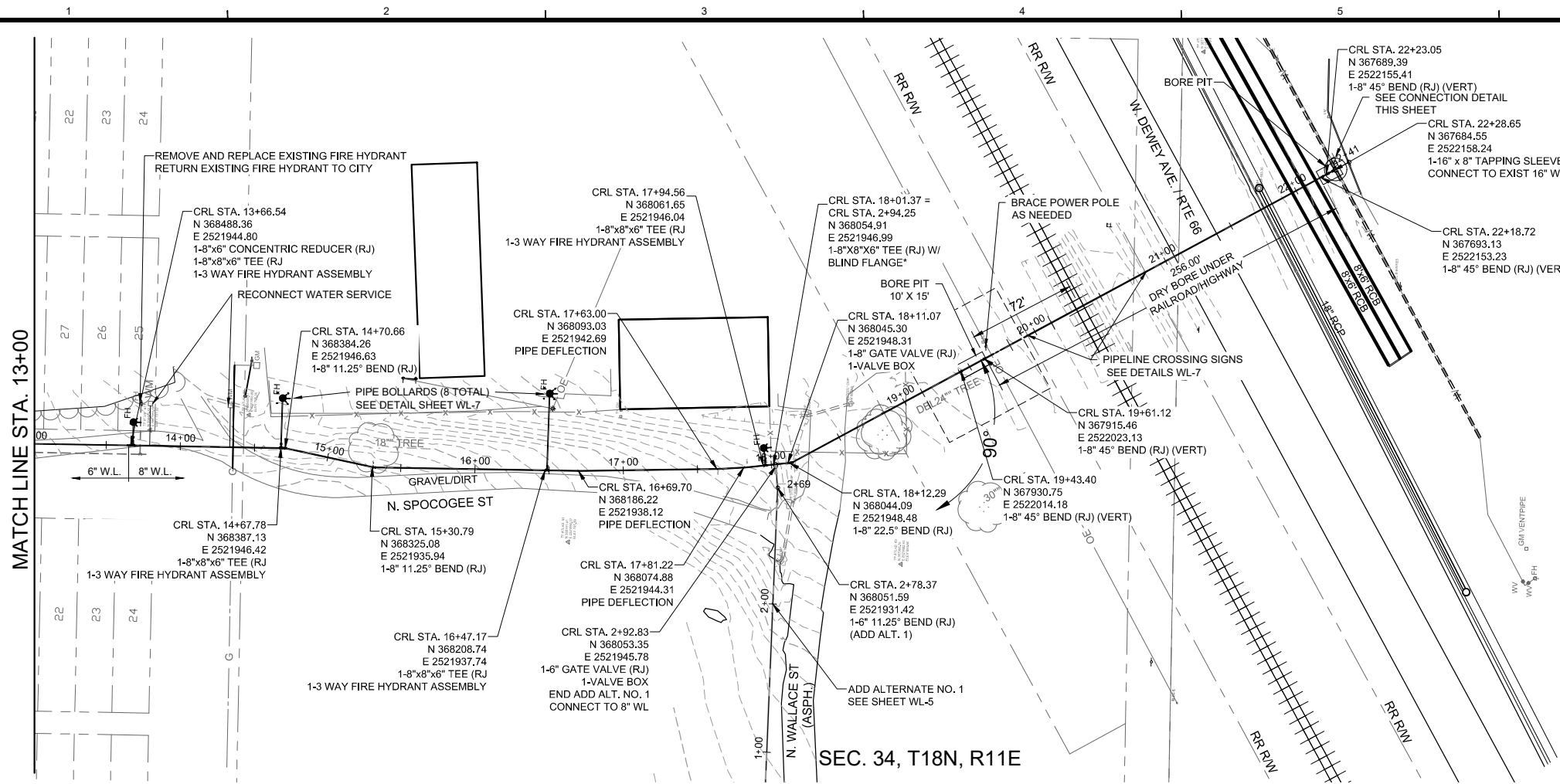
**WL-3**

Bar Measures 1/2 inch

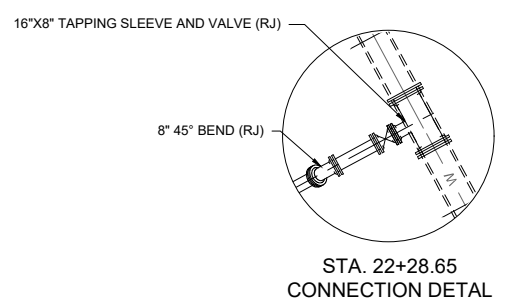
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**TETRA TECH**  
www.tetrattech.com  
7645 E. 63rd Street, SUITE 301  
TULSA, OK 74133  
PHONE: 918.249.3909 FAX: 918.249.3930

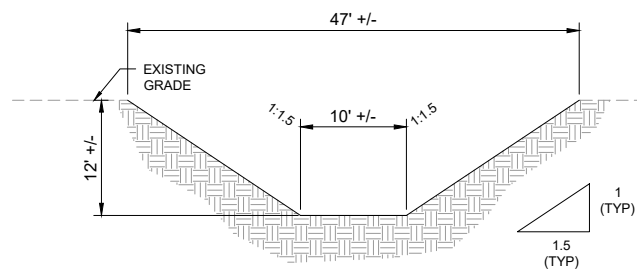
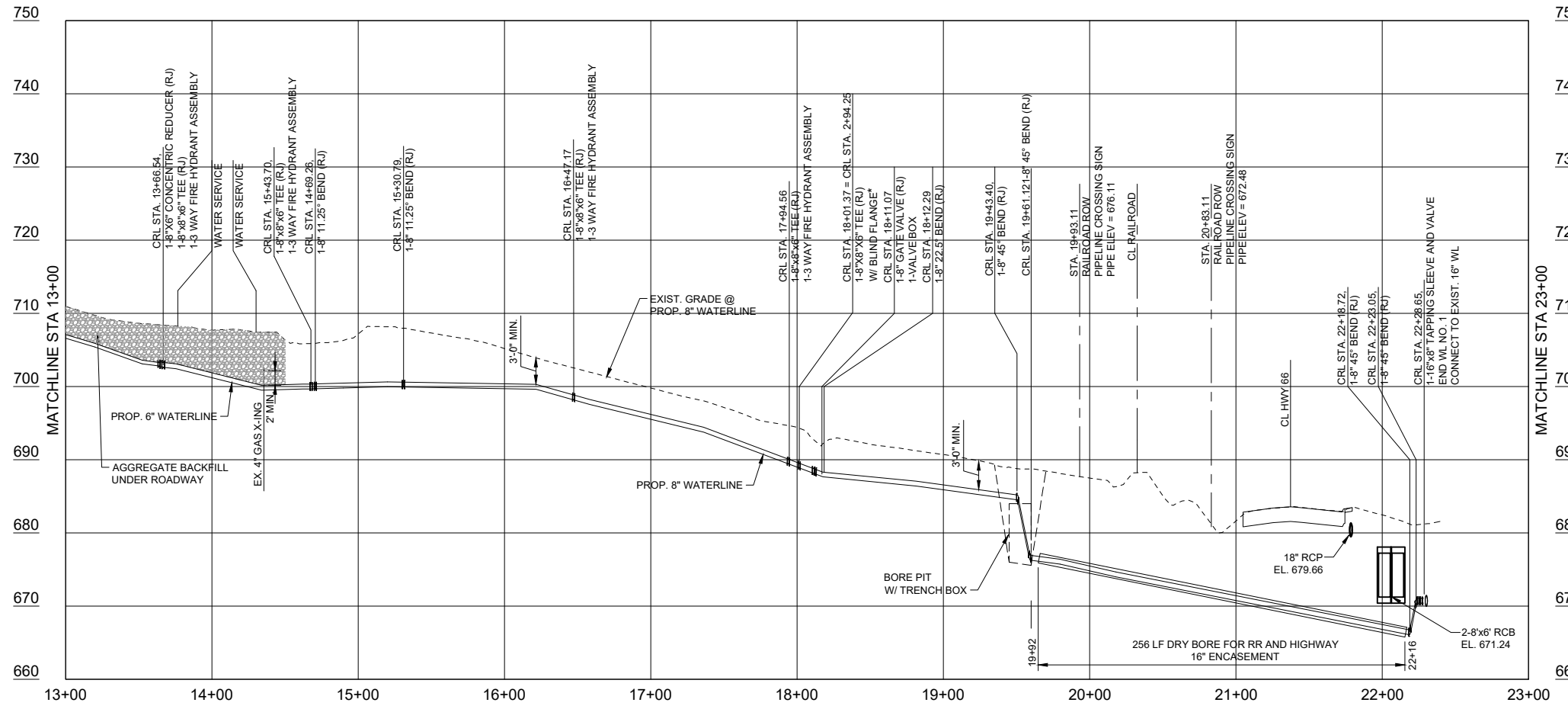
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NOTE:  
\* SEE PAY ITEM NOTE 6, SHEET WL2



SEC. 34, T18N, R11E



**EXHIBIT A**  
**LICENSE #SLWC530608**  
**SAPULPA, CITY OF**  
 One buried 16-in steel pipe containing one 8-in PVC potable water pipe crx 1040 ft NE MP 439 and 500 ft NE c/ Sahoma Lake Rd

**TETRA TECH**  
 www.tetrattech.com  
 7645 E. 63rd Street, SUITE 301  
 TULSA, OK 74133  
 PHONE: 918.249.3909 FAX: 918.249.3930

BY	DATE	DESCRIPTION

CITY OF SAPULPA, OKLAHOMA  
 WATERLINE IMPROVEMENTS  
 SAPULPA FIRE TRAINING FACILITIES  
**WATERLINE 1**  
**PLAN AND PROFILE**

Project No.: 11390-17003  
 Designed By:  
 Drawn By:  
 Checked By:

**WL-4**

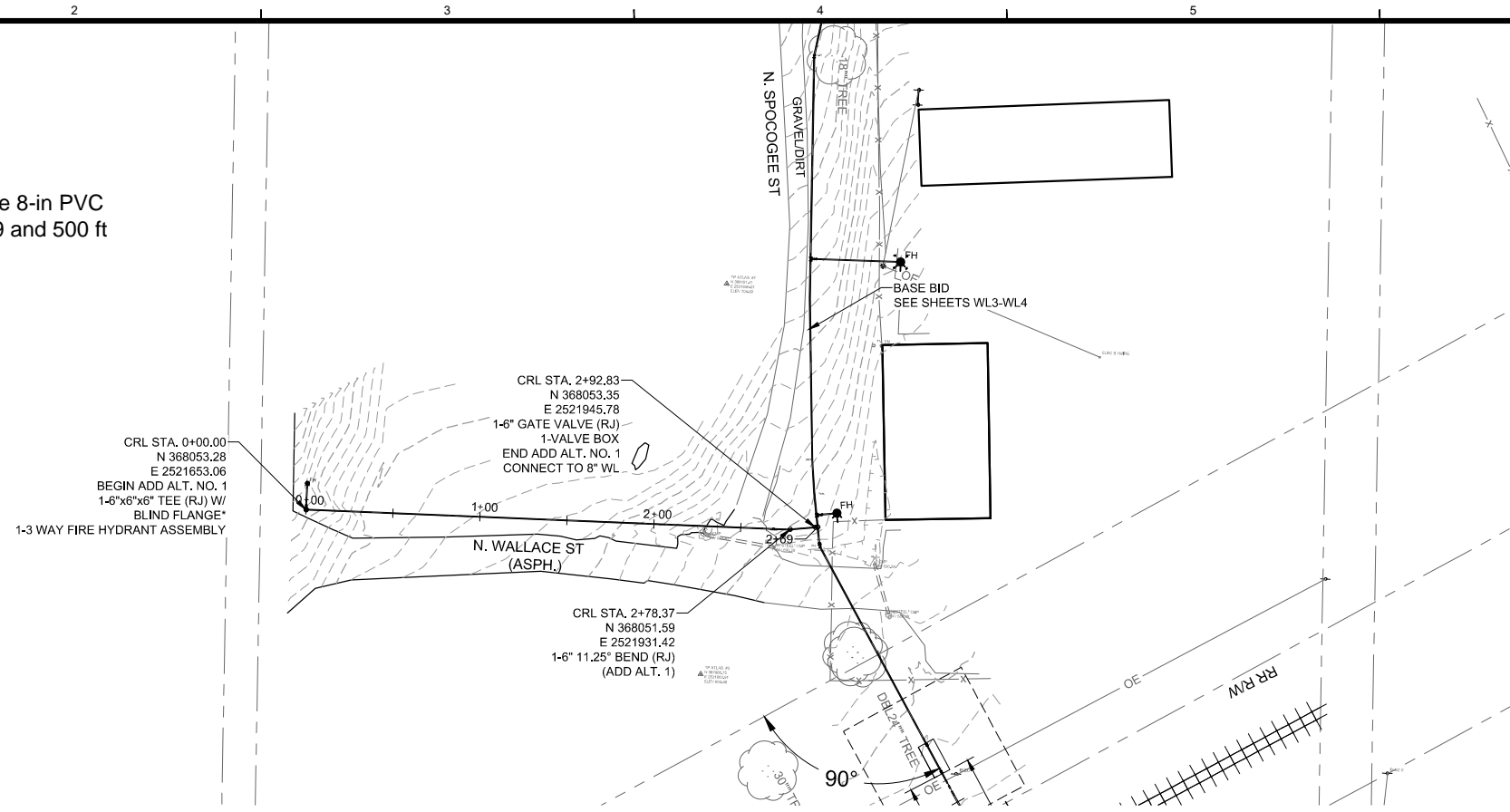
BASE BID



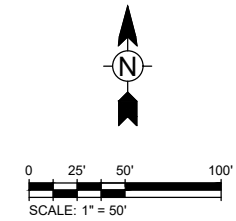
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Bar Measures 1/2 inch

EXHIBIT A  
 LICENSE #SLWC530608  
 SAPULPA, CITY OF  
 One buried 16-in steel pipe containing one 8-in PVC  
 potable water pipe crx 1040 ft NE MP 439 and 500 ft  
 NE c/I Sahoma Lake Rd

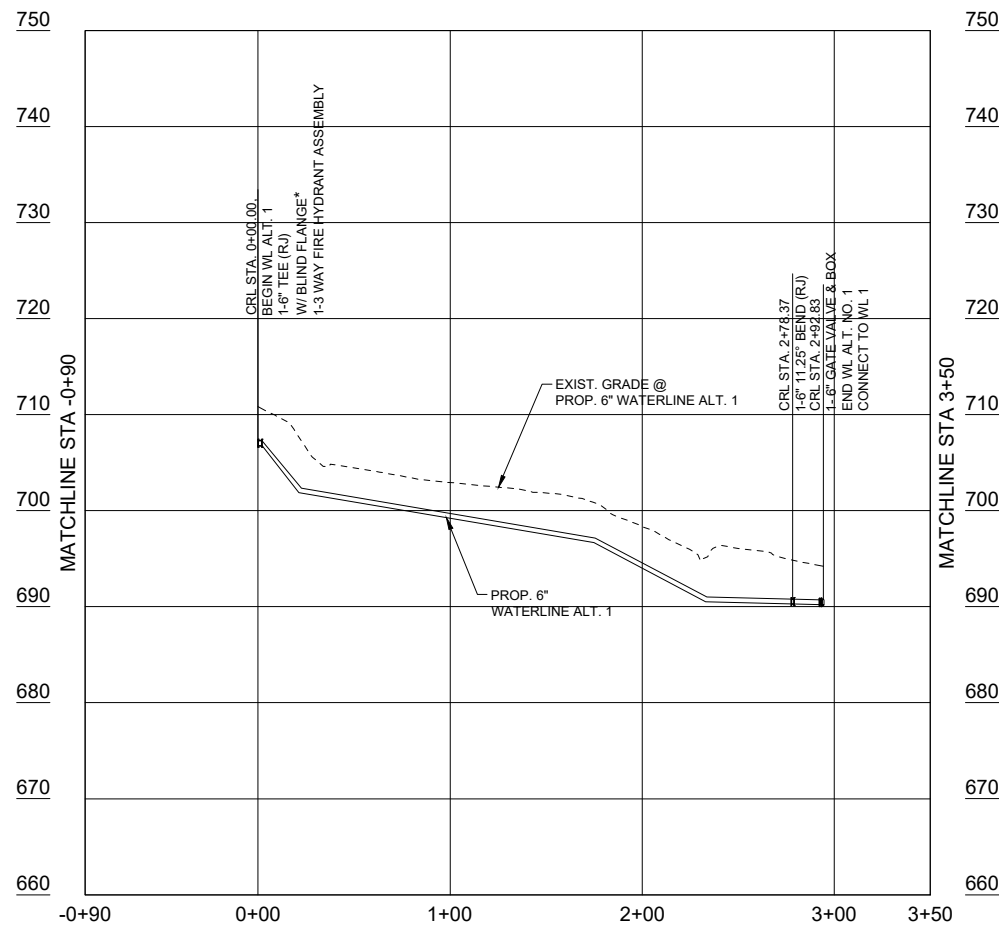


SEC. 34, T18N, R11E



LEGEND

PROP. WATERLINE	
PROP. TEE	
PROP. FIRE HYDRANT	
PROP. GATE VALVE	
PROP. BEND	
EX. WATERLINE	
EX. FIRE HYDRANT	



NOTE:  
 \* SEE PAY ITEM NOTE 6,  
 SHEET WL2

ADD ALTERNATE NO. 1



www.tetra.tech.com  
 7645 E. 63rd Street, SUITE 301  
 TULSA, OK 74133  
 PHONE: 918.249.3909 FAX: 918.249.3930

MARK	DATE	DESCRIPTION	BY

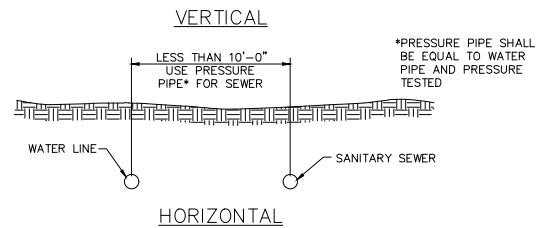
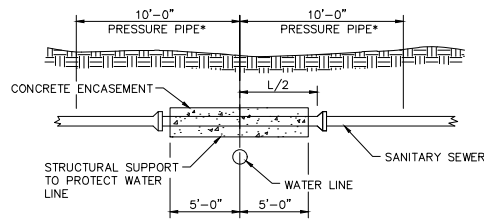
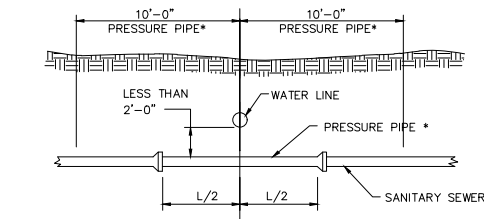
CITY OF SAPULPA, OKLAHOMA  
 WATERLINE IMPROVEMENTS  
 SAPULPA FIRE TRAINING FACILITIES  
**ADD ALT. NO. 1  
 PLAN AND PROFILE**

Project No.: 11390-17003  
 Designed By:  
 Drawn By:  
 Checked By:

**WL-5**

Bar Measures 1/2 inch

EXHIBIT A  
 LICENSE #SLWC530608  
 SAPULPA, CITY OF  
 One buried 16-in steel pipe containing one  
 8-in PVC potable water pipe crx 1040 ft NE  
 MP 439 and 500 ft NE c/l Sahoma Lake Rd



WATER & SANITARY  
 SEWER LINE SEPARATION

GENERAL NOTES:

- ALL CONSTRUCTION SHALL CONFORM TO OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY, OAC 242:656.
- ALL CONCRETE ENCASED PIPE MUST BE DIP.

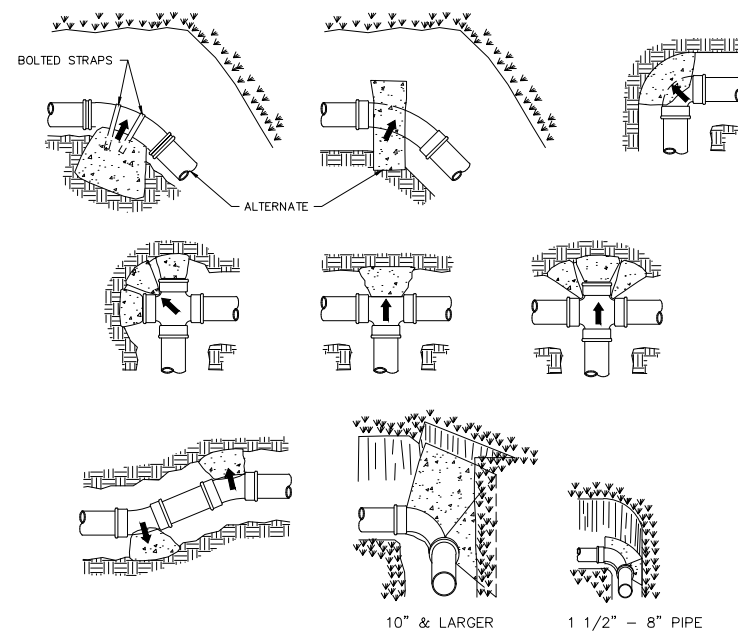


DEPTH	STANDARD BEDDING MATERIAL			
	PVC SEWER	ABS SEWER	VCP SEWER	PRESSURE PIPELINE
LESS THAN 4'	*	**	*	*
4' - 9'	*	**	*	*
9' - 12'	*	**	*	*
ABOVE 12'	**	**	**	**

- \* ASTM D-2321, CLASS I, II, OR III PLACED PER SPECIFICATIONS.
- \*\* ASTM D-2321, CLASS I (CRUSHED STONE) ONLY, PER SPECIFICATIONS.

I.D. PIPE	STANDARD TRENCH WIDTH	
	RIGID PIPE	FLEXIBLE PIPE
6"	6"	6"
12"	12"	12"
18"	18"	18"
24"	24"	30"
30"	36"	36"
36"	42"	45"
42"	48"	54"
48"	54"	66"
54"	60"	75"
60"	66"	81"
72"	72"	90"
78"	78"	96"
84"	84"	108"

NOTE:  
 ALL FINISHED SUB-GRADES SHALL BE PREPARED ACCURATELY BY MEANS OF HAND TOOLS.



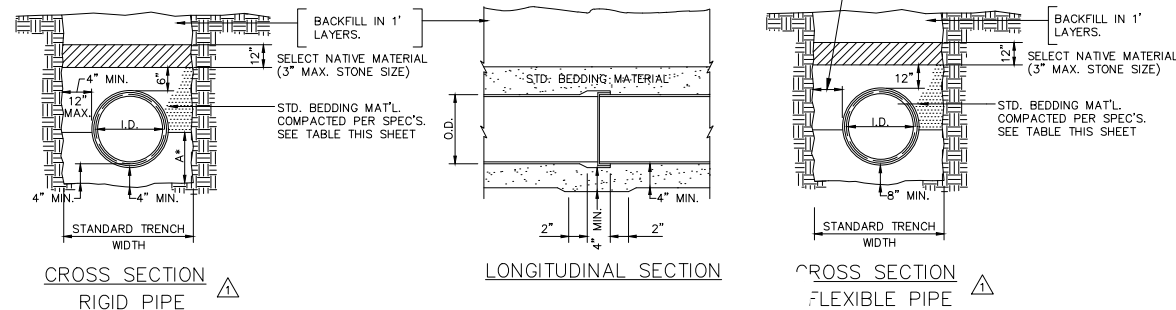
THRUST BLOCK CONDITIONS

PIPE SIZE	THRUST BLOCK BEARING AREAS & CONCRETE VOLUMES							
	90°.BEND SF	90°.BEND CF	45°.BEND SF	45°.BEND CF	22.5°.BEND SF	22.5°.BEND CF	PLUG/TEE SF	PLUG/TEE CF
1.5	0.26	0.50	0.14	0.50	0.07	0.50	0.37	0.50
2.0	0.47	0.50	0.25	0.50	0.13	0.50	0.66	0.50
3.0	1.05	0.50	0.57	0.50	0.29	0.50	1.48	0.54
4.0	1.87	0.99	1.01	0.54	0.51	0.50	2.64	1.40
5.0	2.95	1.47	1.58	0.79	0.80	0.50	4.12	2.08
6.0	4.20	1.98	2.27	1.07	1.16	0.55	5.94	2.80
8.0	7.46	4.48	4.04	2.43	2.06	1.24	10.56	6.34
10.0	11.66	8.49	6.31	4.59	3.22	2.34	16.49	12.00
12.0	16.79	10.91	9.09	5.90	4.63	3.01	23.75	15.43
16.0	29.86	20.59	16.16	11.14	8.24	5.68	42.22	29.11
20.0	46.65	33.81	25.25	18.30	12.87	9.33	65.97	47.82
24.0	67.18	55.75	36.36	25.25	18.53	9.86	95.00	50.56
30.0	104.96	72.44	56.81	39.21	28.96	19.99	148.44	102.45
36.0	151.15	93.24	81.80	50.46	41.70	25.72	213.75	131.86
42.0	205.73	111.04	111.34	60.09	56.76	30.64	290.94	157.03
48.0	268.71	123.62	145.42	66.90	74.14	34.11	380.01	174.82
54.0	340.08	128.73	184.05	69.67	93.83	35.52	480.95	182.05
60.0	419.85	124.13	227.22	87.18	115.84	34.25	593.76	175.55

TABLE IS BASED ON 210 PSI INTERNAL PRESSURE AND 1000 P.S.F. ALLOWABLE SOIL BEARING PRESSURE VALUES ARE APPROXIMATE AND ARE THE MINIMUMS ALLOWED. THRUST BLOCKS SHALL BEAR AGAINST UNDISTURBED SOIL.

THRUST BLOCK NOTES:

- USE 2000 P.S.I. CONCRETE ON ALL BLOCKING;
- ALL BEARING AREAS SHALL BE ON UNDISTURBED EARTH
- BLOCKING SHALL BE PLACED SO THAT PIPE AND FITTING WILL BE ACCESSIBLE FOR REPAIR.
- USE THRUST BLOCKS FOR CHANGES IN DIRECTION OF 22 1/2° OR GREATER (I.E. TEES, BENDS, AND CROSSES) CHANGES IN SIZE (I.E. REDUCERS), STOPS (I.E. DEAD ENDS), AND VALVES WHERE THRUST DEVELOPS WHEN CLOSED.



TRENCH CONDITIONS

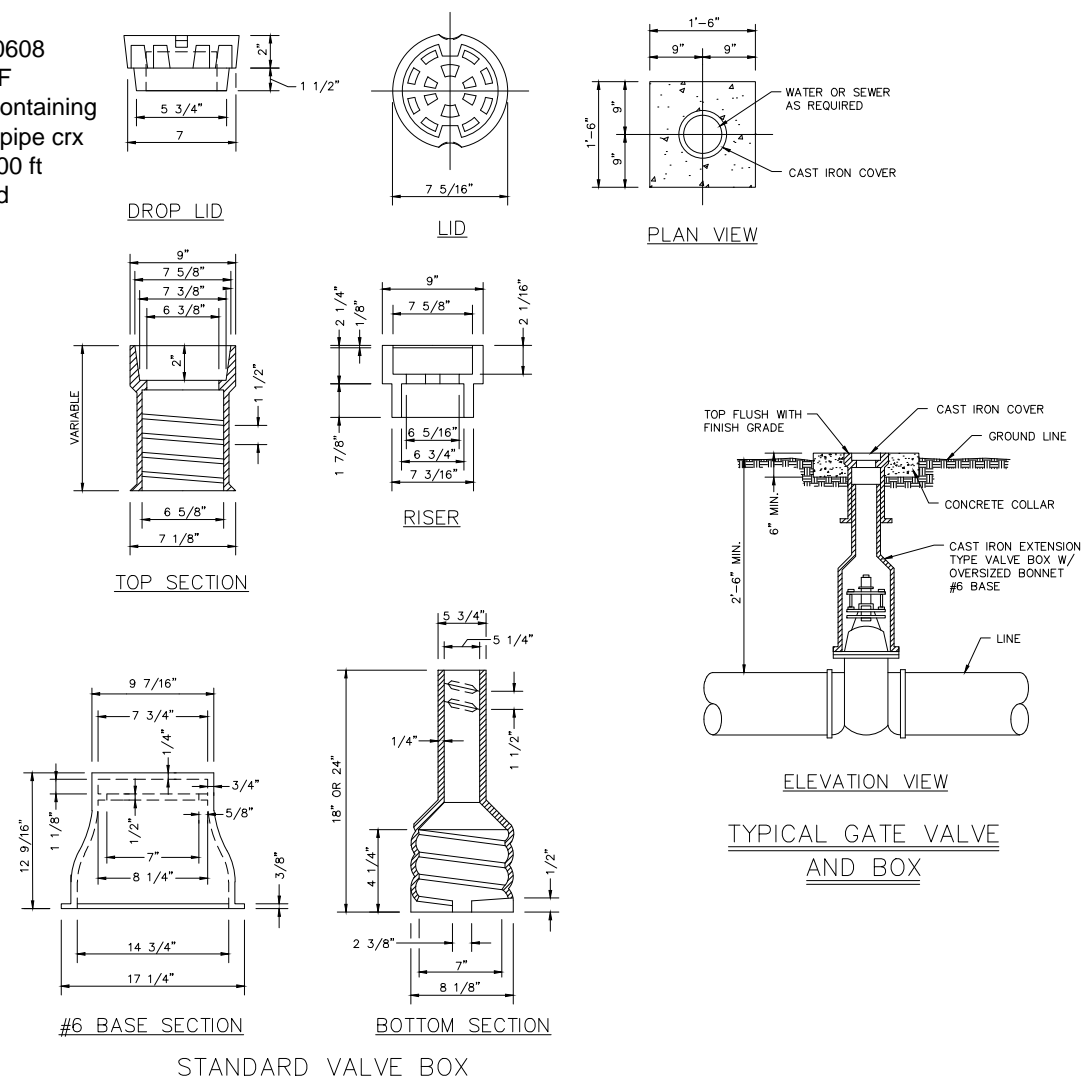
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MARK	DATE	DESCRIPTION	BY

Project No.: 11390-17003  
 Designed By:  
 Drawn By:  
 Checked By:

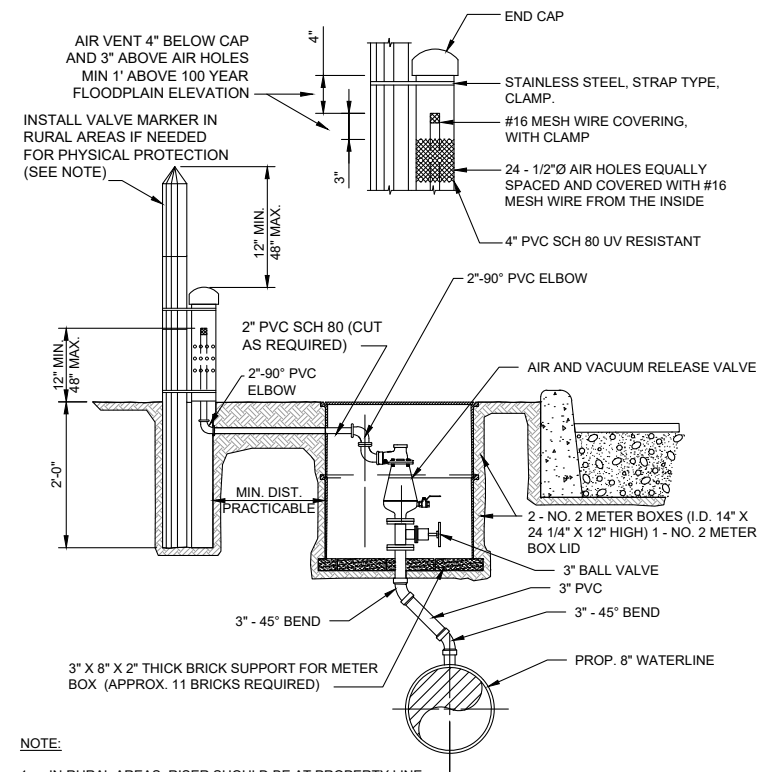
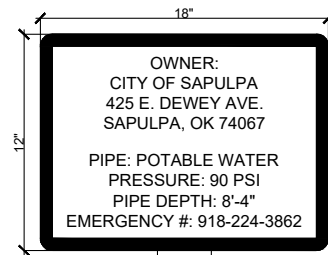
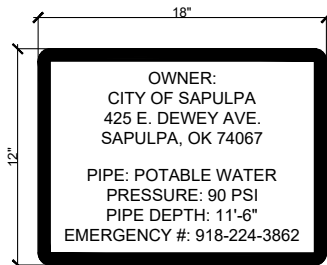
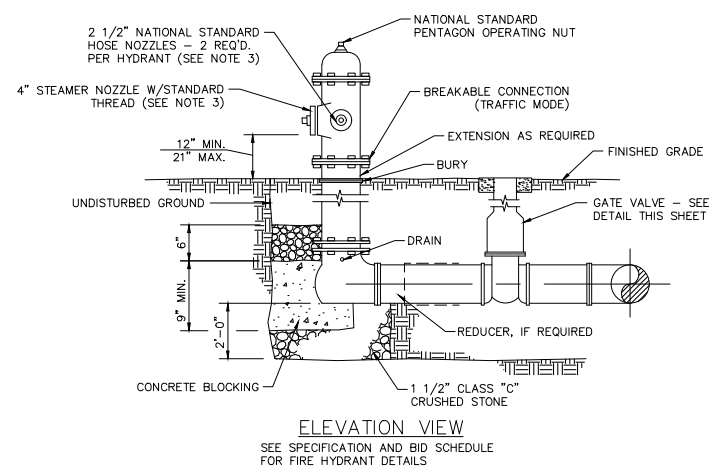


EXHIBIT A  
 LICENSE #SLWC530608  
 SAPULPA, CITY OF  
 One buried 16-in steel pipe containing  
 one 8-in PVC potable water pipe crx  
 1040 ft NE MP 439 and 500 ft  
 NE c/l Sahoma Lake Rd



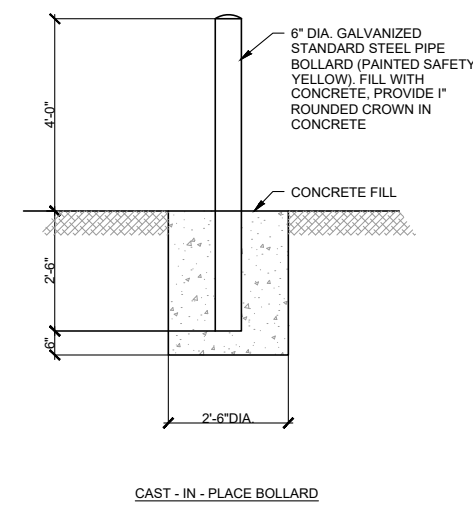
**NOTES:**

1. HYDRANT DRAIN MUST REMAIN CLEAR AFTER POURING CONCRETE BLOCKING.
2. UNLESS OTHERWISE SPECIFIED, ALL HYDRANTS WILL BE LOCATED 1' INSIDE OF R/W FENCES ON PUBLIC R/W. UNLESS SEPARATE QUANTITIES ARE SHOWN, THE CONTRACTOR WILL INCLUDE THE COST OF ALL PIPE & FITTINGS FOR THE HYDRANT FROM THE LINE TEE TO THE HYDRANT.
3. CONTRACTOR TO CONFIRM WITH OWNER THE NUMBER, SIZE AND THREAD TYPES OF ALL HYDRANT CONNECTIONS.

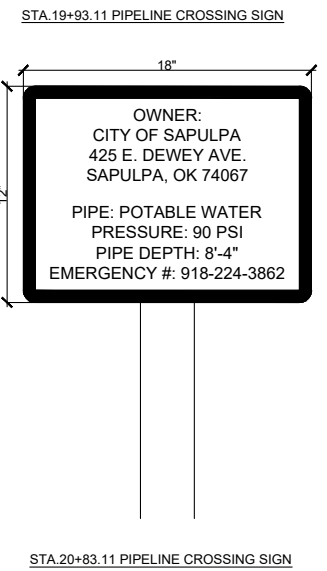


**NOTE:**

1. IN RURAL AREAS, RISER SHOULD BE AT PROPERTY LINE AND AT MAXIMUM HEIGHT.
2. INCREASE VALVE BOX HEIGHT AS NECESSARY TO MAINTAIN COVER TO ACCOMMODATE VALVE.



**TYP. PIPE BOLLARD**  
 SCALE: 1/2" = 1'-0"



**RAILROAD PIPELINE CROSSING SIGN DETAILS**  
 SCALE: 3" = 1'-0"

MARK	DATE	DESCRIPTION

CITY OF SAPULPA, OKLAHOMA  
 WATERLINE IMPROVEMENTS  
 SAPULPA FIRE TRAINING FACILITIES  
**WATERLINE DETAILS**  
**SHEET 2**

Project No.: 11390-17003  
 Designed By:  
 Drawn By:  
 Checked By:

**WL-7**

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Copyright: Tetra Tech

Bar Measures 1/2 inch



**Application for New Pipeline or Supplement to Existing Permit No. \_\_\_\_\_**

**Applicant Information**

Legal Name of Company:	Sapulpa Municipal Authority		
Municipal Ownership, if any:	City of Sapulpa	State of incorporation:	Oklahoma
If not a corporation, name(s) of owners or partners:			
Contact Name:	Rick Rumsey	Phone:	(918) 224-3040
Fax:		Email Address:	rrumsey@cityofsapulpa.net
Business Address:	P.O. Box 1130, Sapulpa, OK 74067		

**Corporate Information**

Same as above

Legal Name of Company:			
Municipal Ownership, if any:		State of incorporation:	
If not a corporation, name(s) of owners or partners:			
Contact Name:		Phone:	
Fax:		Email Address:	
Business Address:			

**Application For**

Pipeline Crossing  Pipeline parallel to track  Both

**Purpose**

Product to be handled in pipeline: Potable Water

**Location**

Name of Railroad:	Stillwater Central Railroad		
City:	Sapulpa	State:	OK
		County:	Creek
Distance and direction from nearest Railroad milepost:	1,040 feet along CL Railroad to the southwest lies Milepost 439		
Distance and direction from centerline of nearest road crossing:	500 feet along CL Railroad to the southwest lies CL Sahoma Lake		
Distance in feet measured along the track from the point pipe(s) cross the track (main track or more than one track) to known point on Railroad (centerline of road crossing, center of railroad culvert, east or west end of a railroad bridge, points of a railroad switch):	270 feet along CL Railroad to the northeast lies a railroad culvert		
Angle pipe will make with track at the point of crossing (any crossing not at 90 degrees MUST be approved by Railroad):	90 degrees		
Distance from centerline of nearest track if a parallel pipeline encroachment:	N/A		
Total length of pipeline on railroad right of way:	90 feet		



**Application for New Pipeline or Supplement to Existing Permit No. \_\_\_\_\_**

**Construction Data**

Indicate Boring Method:	<input checked="" type="radio"/> Dry Boring <input type="radio"/> Jacking <input type="radio"/> Open Trenching	
Distance from header of dry boring or jacking pit to center of closest track measured perpendicular to track:	72 feet	
Vertical distance from base of rail of lowest track to top of casing:	13.7 feet	
Distance from bottom of track ditch to top of casing:	10.2 feet	
Distance below ground surface outside of track and track ditch area to top of casing:	8.7 feet	

**Pipe Data**

	Carrier	Casing		Carrier	Casing
Contents to be handled:	Water <input checked="" type="checkbox"/>	N/A	Normal Operating Pressure:	235 psi	N/A
Nominal Size of Pipe:	8-inch	16-inch	Outside Diameter:	9.05"	16"
Inside Diameter:	7.98"	15.9"	Wall Thickness:	0.503"	0.375"
Weight per Foot:	9.2 lbs	27.9 lbs	Material:	PVC	Steel
Process of Manufacture:	Extrusion	Rolled <input checked="" type="checkbox"/>	Specification:	C900	C200
Grade or Class:	DR-18	35k Yield	Test Pressure:	500 psi	N/A
Type of Joint:	Restraining <input checked="" type="checkbox"/>	Welded	Type of Coating:	N/A	None
Details of Cathodic Protection:	N/A	None	Details of Seal or Protection at Ends of Casing:	N/A	Seal Vent <input checked="" type="checkbox"/>
Method of Installation:	Spacers	Dry Bore	Character of Subsurface Material at the Crossing Location:	N/A	N/A
Approximate Ground Water Level:	N/A	N/A	Source of Information on Subsurface Conditions (Borings, Test Pits or Other):	N/A	N/A

Note: Any soil investigation made on Railroad property or adjacent to tracks shall be carried on under the supervision of Railroad's Chief Engineer.



Application for New Pipeline or Supplement to Existing Permit No. \_\_\_\_\_

**Project Information**

Date you expect to be on Railroad premises:	April 2018	Date you expect to complete project:	May 2018
Is facility: <input type="radio"/> Temporary <input checked="" type="radio"/> Permanent	If temporary, estimated term: _____ (weeks, months, etc.)		
Will you employ a contractor for installation or maintenance?: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Yes, but contractor has not been identified			
Company Name:		Contact Name:	
Phone:		Fax:	
Mobile:		Email Address:	
Business Address:			

Please include eight (8) copies of plan and profile drawings (no larger than 11" x 17"), eight (8) copies of an area map (indicating the worksite) (no larger than 11" x 17"), a copy of the existing agreement (if applicable), and a non-refundable application fee of \$1250.00 (subject to change without notice) and submit to:

Omega Rail Management, Inc.  
 4721 Trousdale Drive, Suite 206  
 Nashville, TN 37220  
 (800) 990-1961  
 (800) 660-6326 (Facsimile)

If, in the opinion of the Railroad, sufficient hazard is involved, Railroad will supply flagmen, with proper advance notice, or if the pipeline installation requires removal, replacement, modification, or locating of track, bridges, signals, railroad wires or pipelines, roads, or the supply of railroad engineering or supervision, the applicant agrees the full cost of such railroad services will be borne by the applicant.

*Josh Muskopf* Assistant City Manager November 20, 2018  
 Signature of Applicant Title Date

If this application has been prepared by a consultant or other third party, please complete the following:

Name of individual who prepared application:	Joshua Muskopf, PE
Name of firm:	Tetra Tech, Inc.
Business address of preparer:	7645 E. 63rd St., Suite 301, Tulsa, OK 74133
Phone:	(918) 249-3909
Fax:	
Email:	josh.muskopf@tetrattech.com

OFFICE USE ONLY	
Application received:	12/14/2017
By:	AC
Permit No. Assigned:	SLWC530608



**AGENDA ITEM**

**Administration 6.C.**

**Municipal Authority Regular**

**Meeting Date:** July 2, 2018

**Submitted By:** Mike Hoehner, Utility Billing Supervisor

**Department:** Utility Billing

**Presented By:** Mike Hoehner

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**SUBJECT:**

Discussion and possible action regarding 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.

**BACKGROUND:**

On June 4, 2018, City Council approved Ordinance #2796 which contained a scrivener's error in the rate for Sewage Disposal Charges, relating to "Commercial users inside city limits within Creek County". The Ordinance approved stated a rate of \$5.26 per thousand gallons of water used, when the correct and intended rate is \$2.75 per thousand gallons of water used.

**RECOMMENDATION:**

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

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**Attachments**

Ordinance

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ORDINANCE NUMBER \_\_\_\_\_

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.

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

**Section 1.** That Ordinance #2796 is amended in part to read as follows:

“Commercial users inside city limits within Creek County:

\$39.53 minimum per month, plus ~~\$5.26~~ \$2.75 per thousand gallons of water use.”

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

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

**Section 4.** Effective Date. The rates reflected in this ordinance shall be in effect from and after July 1, 2018.

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

PASSED AND APPROVED in regular session this \_\_\_\_ day of \_\_\_\_\_ 2018 with emergency clause voted on separately.

\_\_\_\_\_  
Reg Green, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Shirley Burzio, City Clerk

\_\_\_\_\_  
David R. Widdoes, City Attorney



**AGENDA ITEM**

**Municipal Authority Regular**

**8.A.**

**Meeting Date:** July 2, 2018

**Submitted By:** Anna Jo Fife, City Manager Assistant

**Department:** City Manager

**Presented By:**

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**SUBJECT:**

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

**BACKGROUND:**

**RECOMMENDATION:**

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**Attachments**

Status Report 07-02-18

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

TETRA TECH, INC.  
 PROJECT STATUS REPORT  
 SAPULPA, OKLAHOMA  
 JULY 2, 2018

PROJECT	TETRA TECH CONTACT	STATUS	FUNDING	COMMENTS	RECOMMENDED ACTION
1. Water Atlas Creation	Ryan Mittasch, P.E.	P		Tetra Tech is waiting for atlas markups from city staff to document facilities that were not in the plans previously provided.	City to review draft atlas and provide updated information to Tetra Tech for data entry.
2. N02-N04 Lift Station, Force Main, and Gravity	Ryan Mittasch, P.E.	E		This project was advertised for construction. Bids were opened June 13.	Award construction contract.
3. Senegence/Westside Sewer Plan	Josh Muskopf, P.E.	E		Survey and geotech complete. Potholing of conflicting utilities upcoming as preliminary design begins ahead of schedule.	None.
4. Sapulpa Fire Training Facility Waterline	Josh Muskopf, P.E.	E		Permit approvals from ODOT, ODEQ, and Stillwater Central Railway received. Final plan review upcoming and advertisement for bids to follow.	None.
5. Hobson Street Study	Josh Muskopf, P.E.	P		Study area flow monitoring and survey underway.	None.
6. Frankoma Road Sanitary Sewer Extension	Josh Muskopf, P.E.	P		Subconsulting underway. Project kickoff in early July.	None.