

MEETING NOTICE AND AGENDA

Sand Springs City Council
March 14, 2016 – 7:00 pm
Sand Springs Municipal Building
100 East Broadway – Room 203
Sand Springs, Oklahoma 74063
www.sandspringsok.org

1. **Call to Order** Time _____

2. **Roll Call**

Ward 1-Phillips _____ Ward 2-Nichols _____ Ward 3-Burdge _____
Ward 4-Fothergill _____ Ward 5-Wilson _____ Ward 6-Jackson _____
At Large – Spoon _____

3. **Invocation**

Invocation will be provided by Councilman Jackson.

4. **Pledge of Allegiance**

Pledge of Allegiance will be provided by Councilman Phillips.

5. **Police Officer Swearing in Ceremony**

Municipal Judge Mike King will administer the Oath of Office to Deputy Police Chief John Mars. (Administration/Police)

6. **Presentation**

Mark Carlson, Tulsa Library, will provide a brief presentation regarding the Tulsa Library Summer Reading Program. (Request for Appearance)

7. **Consent Agenda (A-E)**

All matters listed under “Consent” are considered by the City Council to be routine and will be enacted by one motion. Any Council member may, however, remove an item from the Consent Agenda by request.

A) Approval of the minutes of the February 22, 2016 regular City Council meeting. (Administration)

- B) Approval of Resolution No. 16-28, a resolution affirming Dilapidation Public Nuisance Administrative Hearing Findings and authorization of the bringing of any action necessary in District Court. (Neighborhood Services/Code Enforcement)
- C) Approval of a contract with Tulsa County providing for the partial funding of the approximate \$4.3 million that has been allocated to the City, dedicating Proposition No. 2 funds in the amount of \$292,075. (Administration)
- D) Approval of a contract with Tulsa County providing for the partial funding of the approximate \$4.3 million that has been allocated to the City, dedicating Proposition No. 4 funds in the amount of \$2,511,019 to the City. (Administration)
- E) Approval of Amendment No. 4, in an amount not to exceed \$3,000, to the contract with Landplan Consulting, Inc. for the Concept Development, Design, Bidding and Construction Phase Services for the Splashpads and Playgrounds and authorization for the Mayor to sign said Amendment No. 4. (Parks Department)

Motion_____ Second_____

8. 2014 CDBG Urban County Program

A) Contract

Council may consider approval of the 2014 Community Development Block Grant Contract for acceptance of the FY2014 Tulsa County CDBG Urban County Funds in the amount of \$73,388 to be used for the construction of a new 6-foot wide ADA sidewalk along the south side of 10th Street between Adams Road and North Maple Avenue. (Presented by: Brad Bates, Planning Director)

Motion_____ Second_____

B) Supplemental Appropriation

Council may consider approval of a Supplemental Appropriation in the CDBG-EDIF Fund for an increase to the Revenue – Intergovernmental line item in the amount of \$73,388 and an increase to the Expenditure – CDBG Set-A-Side 2014 line item in the amount of \$73,388. (Presented by: Brad Bates, Planning Director)

Motion_____ Second_____

9. 2015 CDBGA) Contract

Council may consider approval of the 2015 Community Development Block Grant contract for Fiscal Year 2015 Tulsa County CDBG Urban County Funds in the amount of \$62,323 to be used for the construction of a new 6' wide ADA sidewalk along the south side of 10th street between Adams Road and North Maple Avenue. (Presented by: Brad Bates, Planning Director)

Motion _____ Second _____

B) Supplemental Appropriation

Council may consider approval of a supplemental appropriation in the CDBG-EDIF Fund for an increase to the Revenue- Intergovernmental line item in the amount of \$62,323 and an increase to the Expenditure- CDBG Set Aside 2015 line item in the amount of \$62,323. (Presented by: Brad Bates, Planning Director)

Motion _____ Second _____

10. Splashpad Operational Guidelines/Policy

Council may consider approval of Splashpad Operational Guidelines/Policy as recommended by the Park Advisory Board. (Presented by: Grant Gerondale, Parks Director)

Motion _____ Second _____

11. Correspondence

The following correspondence is provided to Council for their review and information.

A) Regular monthly bills. (Finance)

12. City Manager's and Council Members Report

The City Manager and Council members will provide updates regarding recent and upcoming events and projects, including events of interest and the general operations of the City. No action is to be taken. (Administration)

A) Upcoming Events:

- 1) Clean and Green Day: 03/17/16
- 2) KAF Hike Days: 03/19, 03/26, 04/02, 04/09, 04/16, 04/23, 04/30, 05/07, 05/14, 06/11, 07/09, 08/13, 09/10/16
- 3) Good Friday Holiday: City Offices Closed 03/25/16
- 4) WSA Cup: 04/01-03/2016
- 5) Street Dept Chipper Days: 04/02, 05/07, 06/04, 07/09, 08/06, 09/10, 10/10, 11/05, 12/03/16
- 6) CASEtime Movie Night: 04/08, 05/13, 06/10, 07/08, 08/12, 09/09, 10/14, 11/11, 12/09/16
- 7) Chamber Chillin' & Grillin': 04/08-09/16
- 8) Annual Herbal Affair and Festival: 04/16/16
- 9) City Surplus Auction: 04/??/16 (TBA)
- 10) Memorial Day Holiday: City Offices Closed: 05/30/16
- 11) City-Wide Yard Sale: 06/18/16
- 12) Rotary Bass Fishing: 06/18/16
- 13) Classic Car Show: 06/18/16
- 14) Ok FreeWheel: 06/19-25/16
- 15) Sand Springs Sertoma Fireworks Display: 07/03/16
- 16) Independence Day Holiday: City Offices Closed: 07/04/16
- 17) Labor Day Holiday: City Offices Closed: 09/05/16
- 18) Rotary Downhill Derby: 09/17/16
- 19) Chamber Boo on Broadway: 10/29/16
- 20) Veterans' Day Holiday: City Offices Closed 11/11/16
- 21) Chamber Festival of Lights Christmas Parade: 12/02/16
- 22) Employee Recognition Luncheon: 12/07/16
- 23) Christmas Holiday: City Offices Closed: 12/23, 12/26/16

13. Executive Session

- A) Council will consider retiring into Executive Session for the purpose of conferring on matters pertaining to economic development within the RiverWest development area and for the purpose of conferring on other economic development projects in which public disclosure of the matter discussed would interfere with the confidentiality of the business in accordance with O.S. Title 25, Section 307(C)(10), and for the purpose of conferring on matters pertaining to appraisal or acquisition of property for economic development purposes, in accordance with O.S. Title 25, Section 307(B)(3). (Administration)

Motion _____ Second _____

- B) Council will consider returning to the City Council meeting following the Executive Session. (Administration)

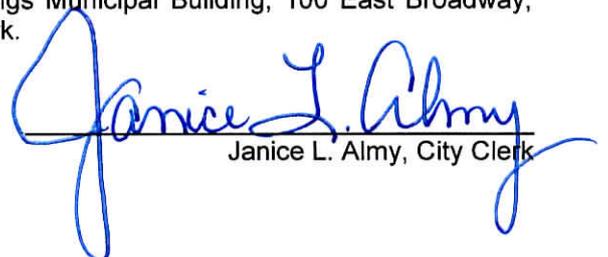
Motion _____ Second _____

- C) Council will consider and take any action deemed appropriate as a result of the Executive Session. (Administration)

Motion _____ Second _____

14. **Adjournment** Time _____

This agenda was filed in the office of the City Clerk and posted at 3:00 pm on March 10, 2016 on the digital display board located in the lobby of the Sand Springs Municipal Building, 100 East Broadway, Sand Springs, Oklahoma 74063, by Janice L. Almy, City Clerk.


Janice L. Almy, City Clerk

OATH OF OFFICE

C-5

I, John E. Mars having been duly appointed as the Deputy Chief of Police for the City of Sand Springs and a Peace Officer of the State of Oklahoma, do solemnly swear that I will defend, enforce and obey the Constitution and Laws of the United States, the State of Oklahoma and the Charter and Ordinances of the City of Sand Springs.

That I will obey the lawful orders of my superior officers and the regulations of the Sand Springs Police Department.

That I will protect the Rights, Lives and Property of all citizens and uphold the honor of the Police Profession, with my life, if need be.

This I solemnly swear, this 14th day of March, 2016.

DCOP John E. Mars: _____

Judge: _____

REQUEST FOR APPEARANCE
BEFORE THE
SAND SPRINGS CITY COUNCIL

TO: Elizabeth A. Gray, City Manager
City of Sand Springs
P.O. Box 338
Sand Springs, Oklahoma 74063
(918) 246-2501
FAX (918) 245-7101

Date of Request 2/29/16

I hereby request an appearance before the Sand Springs City Council
on 3/9/16, for consideration of the following item:

Quick information on the library Summer Reading
Program. We want every child to stay current
with reading over the summer.

Mark Carlson
Print Name

Mark Carlson
Signature

3847 E 56 ST TULSA OK 74135
Address

(918) 520-8066
Home Phone

(918) 549-7523
Work Phone

mcarlso@tulsa.library.org

MINUTES

**Sand Springs City Council
Regular Meeting
February 22, 2016 – 7:00 p.m.
Sand Springs Municipal Building
100 East Broadway – Room #203
Sand Springs, Oklahoma 74063**

MEMBERS PRESENT: Mayor Mike Burdge (15-0)
Vice Mayor John Fothergill (14-1)
Councilman Michael Phillips (15-0)
Councilman Dean Nichols (14-1)
Councilman Beau Wilson (13-2)
Councilman Brian Jackson (15-0)
Councilman Jim Spoon (12-3)

ALSO PRESENT: City Manager Elizabeth A. Gray
City Attorney David Weatherford
City Clerk Janice L. Almy

ABSENT: None

The Sand Springs City Council met in regular session on February 22, 2016 in Room No. 203 of the Sand Springs Municipal Building pursuant to the agenda filed with the City Clerk's office and posted at 2:00 pm on February 18, 2016, on the digital display board located in the first floor lobby of the Sand Springs Municipal Building, 100 East Broadway, Sand Springs, Oklahoma 74063.

1. Call to Order

Mayor Burdge called the meeting to order at the noted time of 7:00 pm.

2. Roll Call

Mayor Burdge called for an individual roll call with members replying in the following manner:

Councilman Jackson, here; Councilman Nichols, here; Councilman Spoon, here; Vice Mayor Fothergill, here; Mayor Burdge, here; Councilman Wilson, here; Councilman Phillips, here.

3. Invocation

Following Roll Call, Councilman Phillips provided a moment of silence.

4. Pledge of Allegiance

Councilman Wilson led the Pledge of Allegiance.

5. Presentation(s)

Planning Director Brad Bates provided/demonstrated an "Interactive Citizen Engagement Map" program in regards to obtaining information for the update of the Comprehensive Plan.

Discussion was held in regards to the monitoring of the site for negativity.

6. Consent Agenda (A-D)

Mayor Burdge informed Council that all matters listed under the Consent Agenda to be considered by Council are to be routine and will be enacted by one motion.

Mayor Burdge noted that questions or clarification on any consent agenda items could be addressed prior to taking action. Mayor Burdge requested if Council had questions or needed clarification on any consent agenda item or whether any item needed to be considered separately.

In regards to Item No. 6D, Councilman Phillips questioned if there were changes to the proposed driveway location for QuikTrip, would it be brought back before Council for consideration.

Planning Director Brad Bates replied in the affirmative.

There being no other comments and/or questions, Mayor Burdge requested a motion regarding Consent Agenda 6A-D.

A motion was made by Councilman Spoon and seconded by Vice Mayor Fothergill to approve the Consent Agenda Items No. 6A through 6D, as follows:

A) The minutes of the February 8, 2016 regular City Council meeting.

B) The monthly Transfers of Funds.

C) Amendment No. 5 to the Promissory Note with Spring Loaded Brewing Company, LLC.

D) QuikTrip's application for proposed driveway location on State Highway 97 and 41st Street to be submitted for ODOT consideration and issuance of the requested permit.

Mayor Burdge called for the vote recorded as follows:

Councilman Phillips, aye; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilman Nichols, aye; Councilman Jackson, aye.

The motion carried 7-0-0.

7. **Board/Committee Appointment(s)**

A) **Sand Springs Cultural and Historical Museum Trust Authority**

Mayor Burdge informed Council of the consideration of the reappointment of Tim Dixon to serve an unexpired term to December 2020 on the Sand Springs Cultural and Historical Museum Trust Authority.

A motion was made by Mayor Burdge and seconded by Councilman Nichols that the reappointment of Tim Dixon to serve an unexpired term to December 2020 on the Sand Springs Cultural and Historical Museum Trust Authority, as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

Councilman Jackson, aye; Councilman Nichols, aye; Councilman Spoon, aye; Vice Mayor Fothergill, aye; Mayor Burdge, aye; Councilman Wilson, aye; Councilman Phillips, aye.

The motion carried 7-0-0.

8. **Resolution No. 16-27 – Tulsa Vision 2025 Funding**

Parks Director Grant Gerondale requested Council's approval of Resolution No. 16-27, a resolution of the City Council of the City of Sand Springs, Oklahoma, authorizing staff to make further application to the Vision 2025 Program; authorizing staff to pursue contract for Proposition No. 2 and Proposition No. 4 funding and authorizing Mayor to execute any documents directly related to Proposition No. 2 and No. 4 funding for the City of Sand Springs.

A motion was made by Councilman Jackson and seconded by Councilman Spoon that the requested approval of Resolution No. 16-27, a resolution of the City Council of the City of Sand Springs, Oklahoma, authorizing staff to make further application to the Vision 2025 Program; authorizing staff to pursue contract for Proposition No. 2

and Proposition No. 4 funding and authorizing Mayor to execute any documents directly related to Proposition No. 2 and No. 4 funding for the City of Sand Springs, as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

Councilman Phillips, aye; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilman Nichols, aye; Councilman Jackson, aye.

The motion carried 7-0-0.

9. **Vision 2025 – Interlocal Agreement with Tulsa County**

Parks Director Grant Gerondale requested Council's approval of an Interlocal Agreement with the Board of County Commissioners of Tulsa County, Oklahoma, for the purpose of providing an asphalt overlay on the street and/or parking lot surfaces within River City Park.

A motion was made by Councilman Phillips and seconded by Vice Mayor Fothergill that the requested approval of an Interlocal Agreement with the Board of County Commissioners of Tulsa County, Oklahoma, for the purpose of providing an asphalt overlay on the street and/or parking lot surfaces within River City Park, as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

Councilman Jackson, aye; Councilman Nichols, aye; Councilman Spoon, aye; Vice Mayor Fothergill, aye; Mayor Burdge, aye; Councilman Wilson, aye; Councilman Phillips, aye.

The motion carried 7-0-0.

10. **2015 Healthy Communities Incentive Grant**

A) Agreement

Planning Director Brad Bates requested Council's approval of the Oklahoma Tobacco Settlement Endowment Trust Letter of Agreement for the Healthy Communities Incentive Grant in the amount of \$42,000 to continue City of Sand Springs efforts towards sidewalk inventory studies.

A motion was made by Vice Mayor Fothergill and seconded by Councilman Wilson that the requested approval of the Oklahoma Tobacco Settlement Endowment Trust Letter of Agreement for the Healthy Communities Incentive Grant in the amount of \$42,000 to continue City of Sand Springs efforts towards sidewalk inventory studies, as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

Councilman Phillips, aye; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilman Nichols, aye; Councilman Jackson, aye.

The motion carried 7-0-0.

B) Supplemental Appropriation

Planning Director Brad Bates requested Council's approval of a Supplemental Appropriation in the Capital Improvement Fund for an increase to the Revenue – Intergovernmental line item in the amount of \$42,000 and an increase to the Expenditure – Sidewalk Master Plan line item in the amount of \$42,000.

A motion was made by Councilman Phillips and seconded by Councilman Spoon that the requested approval of a Supplemental Appropriation in the Capital Improvement Fund for an increase to the Revenue – Intergovernmental line item in the amount of \$42,000 and an increase to the Expenditure – Sidewalk Master Plan line item in the amount of \$42,000, as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

Councilman Jackson, aye; Councilman Nichols, aye; Councilman Spoon, aye; Vice Mayor Fothergill, aye; Mayor Burdge, aye; Councilman Wilson, aye; Councilman Phillips, aye.

The motion carried 7-0-0.

11. Ordinance No. 1277 – Amending Section 1.02.C.2 of Chapter 1 of the Sand Springs Zoning Code

Planning Director Brad Bates requested Council's approval of Ordinance No. 1277, an ordinance amending Section 1.02.C.2 of Chapter 1 of the City of Sand Springs Zoning Code, referencing notification requirements for annexations that include rezoning of property to any zoning category other than AG (agricultural).

A motion was made by Councilman Phillips and seconded by Councilman Wilson that the requested approval of Ordinance No. 1277, an ordinance amending Section 1.02.C.2 of Chapter 1 of the City of Sand Springs Zoning Code, referencing notification requirements for annexations that include rezoning of property to any zoning category other than AG (agricultural), as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

Councilman Phillips, aye; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilman Nichols, aye; Councilman Jackson, aye.

The motion carried 7-0-0.

12. Ordinance No. 1280 – Amending Section 13.12.020 and 13.12.030(D) of the Code of Ordinances

City Attorney David Weatherford requested Council's approval of Ordinance No. 1280, an ordinance amending Chapter 13, Sections 13.12.020 and 13.12.030(D) of the Code of Ordinances of the City of Sand Springs, by adding a definition for acreage development and creating exemptions for sewer connections.

Following discussion, a motion was made by Councilman Spoon and seconded by Councilman Wilson that the requested approval of Ordinance No. 1280, an ordinance amending Chapter 13, Sections 13.12.020 and 13.12.030(D) of the Code of Ordinances of the City of Sand Springs, by adding a definition for acreage development and creating exemptions for sewer connections, as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

Councilman Jackson, aye; Councilman Nichols, aye; Councilman Spoon, aye; Vice Mayor Fothergill, aye; Mayor Burdge, aye; Councilman Wilson, aye; Councilman Phillips, aye.

The motion carried 7-0-0.

13. Financial Reports

The monthly Financial Report was provided for Council's information.

It was noted that a verbal report would be provided at a later date.

14. Correspondence

The following correspondence was provided to Council for their review and information.

A) Regular monthly bills.

15. City Manager's and Council Members Report

City Manager Elizabeth Gray referred to the list of Upcoming Events, noting the Home and Garden Show, Clean and Green and the Tulsa County Roadside Clean Up and Tire Event, Classic Car Show and Rotary Bass Fishing Contest.

List of Upcoming Events:

- 1) Sand Springs Rotary Chili: 02/26/16
- 2) Street Dept Chipper Days: 03/05, 04/02, 05/07, 06/04, 07/02, 08/06, 09/03, 10/10, 11/05, 12/03/16
- 3) Home and Garden Show: 03/10, 03/11, 03/12, and 03/13/16
- 4) CASEtime Movie Night: 03/11, 04/08, 05/13, 06/10, 07/08, 08/12, 09/09, 10/14, 11/11, 12/09/16
- 5) KAF Hike Days: 03/12, 03/19, 03/26, 04/02, 04/09, 04/16, 04/23, 04/30, 05/07, 05/14, 06/11, 07/09, 08/13, 09/10/16
- 6) Clean and Green Day: 03/17/16
- 7) Good Friday Holiday: City Offices Closed 03/25/16
- 8) WSA Cup: 04/01-03/2016
- 9) Chillin' & Grillin': 04/08-09/16
- 10) Annual Herbal Affair and Festival: 04/16/16
- 11) Memorial Day Holiday: City Offices Closed: 05/30/16
- 12) City-Wide Yard Sale: 06/18/16
- 13) Sand Springs Sertoma Fireworks Display: 07/03/16
- 14) Independence Day Holiday: City Offices Closed: 07/04/16
- 15) Ok FreeWheel: 07/19-25/16 (With 07/22 in Sand Springs)
- 16) Labor Day Holiday: City Offices Closed: 09/05/16
- 17) Boo on Broadway: 10/29/16
- 18) Veterans' Day Holiday: City Offices Closed 11/11/16
- 19) Festival of Lights Christmas Parade: 12/02/16
- 20) Employee Recognition Luncheon: 12/07/16
- 21) Christmas Holiday: City Offices Closed: 12/23, 12/26/16

16. Recess City Council Meeting

Mayor Burdge requested Council's approval to recess the City Council Meeting, to be reconvened following the Municipal Authority Meeting.

A motion was made by Councilman Phillips and seconded by Councilman Wilson that the requested approval to recess the City Council Meeting, to be reconvened following the Municipal Authority Meeting, as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

Councilman Phillips, aye; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilman Nichols, aye; Councilman Jackson, aye.

The motion carried 7-0-0.

The City Council Meeting recessed at the noted time of 7:30 pm.

17. Reconvene Council Meeting

Mayor Burdge requested Council's approval to reconvene the City Council meeting.

A motion was made by Councilman Phillips and seconded by Councilman Wilson that the requested approval to reconvene the City Council Meeting, as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

Councilman Jackson, aye; Councilman Nichols, aye; Councilman Spoon, aye; Vice Mayor Fothergill, aye; Mayor Burdge, aye; Councilman Wilson, aye; Councilman Phillips, aye.

The motion carried 7-0-0.

The City Council meeting reconvened at the noted time of 7:42 pm.

18. Executive Session

A) Mayor Burdge informed Council of the consideration of retiring into Executive Session for the purpose of conferring on matters pertaining to economic development within the RiverWest development and for the purpose of conferring on other economic development projects in which public disclosure of the matter discussed would interfere with the confidentiality of the business, in accordance with O.S. Title 25, Section 307 (C)(10); and for the purpose of conferring on matters pertaining to appraisal or acquisition of property for economic development-purposes in accordance with O.S. Title 25, Section 307(B)(3).

A motion was made by Councilman Phillips and seconded by Councilman Wilson that the requested approval of retiring into Executive Session for the purpose of conferring on matters pertaining to economic development within the RiverWest development and for the purpose of conferring on other economic development projects in which public disclosure of the matter discussed would interfere with the confidentiality of the business, in accordance with O.S. Title 25, Section 307 (C)(10); and for the purpose of conferring on matters pertaining to appraisal or acquisition of property for economic development-purposes in accordance with O.S. Title 25, Section 307(B)(3), as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

Councilman Phillips, aye; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilman Nichols, aye; Councilman Jackson, aye.

The motion carried 7-0-0.

Mayor Burdge, Vice Mayor Fothergill, Councilman Jackson, Councilman Nichols, Councilman Spoon, Councilman Wilson, Councilman Phillips, City Manager Elizabeth Gray and City Attorney David Weatherford retired into Executive Session at the noted time of 7:43 pm.

Discussion was held for the purpose of the conferring on matters pertaining to economic development within the RiverWest development and for the purpose of conferring on other economic development projects in which public disclosure of the matter discussed would interfere with the confidentiality of the business, in accordance with O.S. Title 25, Section 307(C)(10) and for the purpose of conferring on matters pertaining to appraisal or acquisition of property for economic development-purposes in accordance with O.S. Title 25, Section 307(B)(3).

B) Following the Executive Session, a motion was made by Councilman Phillips and seconded by Councilman Wilson to return to the regular City Council Meeting.

Mayor Burdge called for the vote recorded as follows:

Councilman Jackson, aye; Councilman Nichols, aye; Councilman Spoon, aye; Vice Mayor Fothergill, aye; Mayor Burdge, aye; Councilman Wilson, aye; Councilman Phillips, aye.

The motion carried 7-0-0.

The City Council Meeting reconvened at the noted time of 8:05 pm.

C) Mayor Burdge stated there was no action deemed appropriate as a result of the Executive Session.

19. Adjournment

There being no other discussion, the meeting adjourned at the noted time of 8:06 pm.

Janice L. Almy, City Clerk

DRAFT



Agenda item # _____

**CITY OF SAND SPRINGS
COUNCIL STAFF REPORT
MEETING DATE: March 14, 2016**

SUBJECT:

RESOLUTION NO. 16-28 – AFFIRMING DILAPIDATION PUBLIC NUISANCE ADMINISTRATIVE HEARING FINDINGS AND AUTHORIZING THE BRINGING OF ANY ACTION NECESSARY IN DISTRICT COURT.

STAFF RECOMMENDATION:

Approve Resolution No. 16-28.

BACKGROUND AND HISTORY:

On Feb. 23, 2016, Administrative Hearing Officer T.J. Davis heard the five dilapidated building public nuisance cases that are being forwarded for Council affirmation. Three cases were new to the process, while two others were continued from a Sept. 1, 2015, hearing. Mr. Davis determined the affected buildings to be dilapidation public nuisances and ordered them abated by demolition and removal on or after Wednesday, April 27, 2016. Attached are copies of the abatement order and photo representing dilapidated conditions for each building. The 10-day administrative appeals process has expired, and no appeals were received. Should Council approve the resolution, State law provides interested parties 30 business days to challenge such.

EXECUTIVE SUMMARY:

The houses at 414 N. Franklin Ave., 1006 N. Garfield Ave. and 1000 N. Birch Ave. are significantly damaged by fire, are uninhabitable, and have sustained neglect from the lack of necessary repairs. The house at 3511 S. Rawson Rd has sustained neglect from the lack of necessary repairs. Its restoration cost would likely meet or exceed its estimated \$17,800 value as established by the Tulsa County Assessor. The back portion of the house at 610 N. Franklin has collapsed, and the front half is in an uninhabitable condition. Restoration is not feasible. The abatement orders include a dilapidated a storm cellar at 414 N. Franklin Ave. and a detached garage at 3155 S. Rawson Rd.

Owner representatives for 1000 N. Birch Ave. and 1006 N. Garfield Ave. indicated at the hearing that they would be seeking permits for restoration. However, none have been received as of this report's preparation. They would have until April 27, 2016, to seek such permits and demonstrate financial ability to pay for restorative work. Owner representatives also appeared on behalf of 610 N. Franklin Ave. and acknowledged the house is dilapidated and needs demolished.

BUDGETARY IMPACT:

There are currently funds available to do some of this work depending upon quotations received. Should the property owners not initiate restoration where feasible or demolish the buildings on their own, the transfer of a moderate amount of additional funding may be necessary from within other areas of the Neighborhood Services budget.

COMPILED BY: A. W. Templeton**APPROVED BY:**

RESOLUTION NO. 16-28

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SAND SPRINGS, OKLAHOMA, AFFIRMING DECLARATIONS OF DILAPIDATION PUBLIC NUISANCES FOR REAL PROPERTIES CONTAINED IN EXHIBIT "A" OF THIS RESOLUTION AND AUTHORIZING THE BRINGING OF ANY ACTION NECESSARY IN DISTRICT COURT TO ABATE SUCH PUBLIC NUISANCES.

WHEREAS, a finding was made by an administrative officer of the City of Sand Springs, Oklahoma, in an administrative hearing held before same on Tuesday, February 23, 2016, that a building or buildings situated upon real property described herein constituted a dilapidation public nuisance in accordance with Section 15.36.010 of the City's Code of Ordinances, and that such shall be abated by demolition and removal;

WHEREAS, the owner of the property contained herein was properly served notice of such hearing and was provided an opportunity to appear before the hearing officer to show cause why the property should not be declared a dilapidation public nuisance; and

WHEREAS, a finding of a dilapidation public nuisance shall result in the demolition and removal of the affected building by the City on or after Wednesday, April 27, 2016, and that all expenses incurred for such shall be the personal responsibility of the property owner as provided for in Section 15.36.050 of the City's Code of Ordinances and in State law 11 O.S. 22-112(A)(5);

THEREFORE, BE IT RESOLVED by the City Council of the City of Sand Springs, Oklahoma, that the declaration of dilapidation public nuisances for a building or buildings situated upon real property contained herein is hereby affirmed by the City Council, and that demolition and removal shall commence on or after Wednesday, April 27, 2016. The City Council also authorizes the City Manager, City Attorney, or designees thereof, to pursue any actions necessary in the District Court of Tulsa County to effect demolition and removal.

(remainder of page left intentionally blank)

Approved this 14th day of March, 2016.

CITY OF SAND SPRINGS, OKLAHOMA

Mike Burdge, Mayor

ATTEST:

Janice L. Almy, City Clerk

APPROVED AS TO FORM:

David L. Weatherford, City Attorney

**RESOLUTION No. 16-28
EXHIBIT "A"**

**City Council Affirmation of Properties Declared Dilapidation Public Nuisances
Administrative Hearing Date: February 23, 2016
Hearing Officer: T.J. Davis**

- 1. 414 N. Franklin Ave., LTS 4 5 6 BLK 22 SUNRISE SECOND ADDN; Case No. 16-0210; Alleged Violation of SECTION 15.36.010 – Dilapidated Buildings; and Specifically Defined As:**
 - a. SECTION 15.020(a): Through injury from fire, neglect and the lack of necessary repairs, residential structure and storm shelter are in a state of decay or partial ruin and are hazardous to the health, safety or welfare of the public.

- 2. 3511 S. Rawson Rd., LT 14 BKL H GARDEN HGTS ADDN RES PRT L5-8 BLK B; Case No. 16-0221; Alleged Violation of SECTION 15.36.010 – Dilapidated Buildings; and Specifically Defined As:**
 - a. SECTION 15.020(a): Through neglect and the lack of necessary repairs, residential structure is in a state of decay or partial ruin and is hazardous to the health, safety or welfare of the public.

- 3. 610 N. Franklin Ave., LTS 5 6 BLK 16 SUNRISE SECOND ADDN; Case No. 16-0556; Alleged Violation of SECTION 15.36.010 – Dilapidated Building; and Specifically Defined As:**
 - a. SECTION 15.020(a): Through neglect and the lack of necessary repairs, residential structure is in a state of decay or partial ruin and is hazardous to the health, safety or welfare of the public.

- 4. 1006 N. Garfield Ave., LT 8 BLK 41 OAK RIDGE SECOND ADDN; Case No. 16-0032; Alleged Violation of SECTION 15.36.010 – Dilapidated Building; and Specifically Defined As:**
 - a. SECTION 15.36.020(B): Through injury from fire, neglect and the lack of necessary repairs, structure is in a state of decay or partial ruin and is hazardous to the health, safety or welfare of the public.

- 5. 1000 N. Birch Ave., LT 1 & N20 VAC ST ADJ ON S BLK 2, OAK PARK SECOND ADDN RESUB PRT B8 OAK PARK ADDN; Case No. 16-0185; Alleged Violation of SECTION 15.36.010 – Dilapidated Building; and Specifically Defined As:**
 - a. SECTION 15.36.020(a): Through injury from fire, neglect and the lack of necessary repairs, structure is in a state of decay or partial ruin and is hazardous to the health, safety or welfare of the public.

ORDER OF ABATEMENT
Public Nuisance Administrative Hearing
City of Sand Springs, Oklahoma
Sand Springs Fire Department - Neighborhood Services Division
Fire Administration Office - 1184 E Broadway - P.O. Box 338
Sand Springs, Oklahoma 74063
PHONE: (918) 246-2574 FAX: (918) 245-0372
E-mail: neighborhoodservices@sand SpringsOK.org

LOCATION: 414 N. Franklin Ave
LEGAL: LTS 4 5 6 BLK 22
SUNRISE SECOND ADDN
PROPERTY OWNER(S): Bowdem James Ray & Dora Bernell TTEES
James Ray & Dora Bernell Bowden trust
C/O Leslie Kurt (Mathena)
414 N Franklin Ave
Sand Springs OK 70463
MORTGAGEES/OTHERS: None
HEARING DATE: February 23, 2016

An administrative hearing was held before T.J. Davis, acting on behalf of Elizabeth Gray, City Manager of the City of Sand Springs, Oklahoma, on this date concerning the existence of a public nuisance on the property described above.

A determination was made that written notice had been properly served upon the property owner as shown by the records of the County Treasurer of Tulsa County, Oklahoma, in accordance with the Code of Ordinances of the City of Sand Springs, Oklahoma.

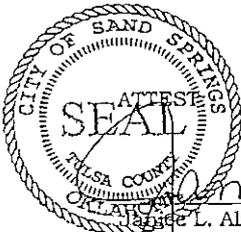
As a result of this hearing, a public nuisance was determined to exist as defined by the Code of Ordinances of the City of Sand Springs, Oklahoma, to-wit:

SECTION 15.36.010: Dilapidated Buildings

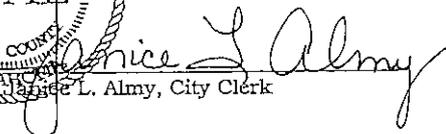
THEREFORE, it is ordered by T.J. Davis, acting on behalf of Elizabeth Gray, City Manager of the City of Sand Springs, Oklahoma, that authorized officers of the City of Sand Springs, Oklahoma, or designated agents thereof, shall take action to abate the public nuisance existing upon the property by any procedure necessary.

A bill for all costs and expenses associated with the abatement of this public nuisance shall be prepared by the City Clerk, certified by the City Manager or her designee, and forwarded to the property owner shown above. Should said bill not be paid in full within the time period allowed by the Code of Ordinances of the City of Sand Springs, Oklahoma, said costs and expenses shall be certified to the County Treasurer of Tulsa County, Oklahoma, and shall be placed on the tax rolls for said property, and thereby become a lien against the property.

An appeal of this Order may be made to the City Council of the City of Sand Springs, Oklahoma, by the property owner filing written notice with the City Clerk, Room 200, Municipal Building, 100 E. Broadway, Sand Springs, Oklahoma 74063, within ten (10) days from the date of this Order. The filing of said notice shall operate to stay the enforcement of this Order. As soon as thereafter possible, and upon not less than ten (10) days notice to the property owner, the City Council shall consider this matter in its entirety.




T.J. Davis, Hearing Officer


Janice L. Almy, City Clerk

ORDER OF ABATEMENT
Public Nuisance Administrative Hearing
City of Sand Springs, Oklahoma
Sand Springs Fire Department - Neighborhood Services Division
Fire Administration Office - 108 E. Broadway - P.O. Box 338
Sand Springs, Oklahoma 74063
PHONE: (918) 246-2577 FAX: (918) 245-0372
E-mail: neighborhoodservices@sandsspringsok.org

LOCATION: 3511 S. Rawson Rd.
LEGAL: LT 14 BLK H
GARDEN HGTS ADDN RES PRT L5-8 BLK B
PROPERTY OWNER(S): Parker, James A and Margaret E CO-TTEES
James A and Margaret E Parker Family Trust
PO Box 966
Sand Springs OK 70463
MORTGAGEES/OTHERS: None
HEARING DATE: February 23, 2016

An administrative hearing was held before T.J. Davis, acting on behalf of Elizabeth Gray, City Manager of the City of Sand Springs, Oklahoma, on this date concerning the existence of a public nuisance on the property described above.

A determination was made that written notice had been properly served upon the property owner as shown by the records of the County Treasurer of Tulsa County, Oklahoma, in accordance with the Code of Ordinances of the City of Sand Springs, Oklahoma.

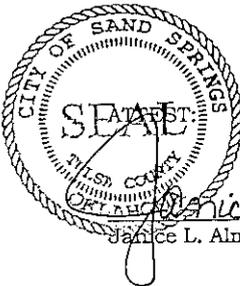
As a result of this hearing, a public nuisance was determined to exist as defined by the Code of Ordinances of the City of Sand Springs, Oklahoma, to-wit:

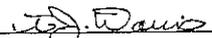
SECTION 15.36.010: Dilapidated Buildings

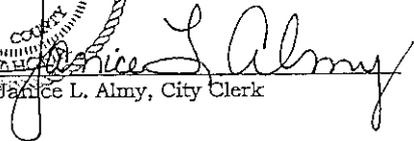
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T.J. Davis, Hearing Officer


Janice L. Almy, City Clerk

ORDER OF ABATEMENT

Public Nuisance Administrative Hearing

City of Sand Springs, Oklahoma
Sand Springs Fire Department - Neighborhood Services Division

Fire Administration Office - 108 E. Broadway - P.O. Box 338

Sand Springs, Oklahoma 74063

PHONE: (918) 246-2574 FAX: (918) 245-0372

Email: neighborhoodservices@sandspringsok.org

LOCATION: 610 N. Franklin Ave.
LEGAL: LTS 5 6 BLK 16
SUNRISE SECOND ADDN
PROPERTY OWNER(S): Rachel David
610 N Franklin Ave
Sand Springs OK 70463
MORTGAGEES/OTHERS: Lisa Wood
HEARING DATE: February 23, 2016

An administrative hearing was held before T.J. Davis, acting on behalf of Elizabeth Gray, City Manager of the City of Sand Springs, Oklahoma, on this date concerning the existence of a public nuisance on the property described above.

A determination was made that written notice had been properly served upon the property owner as shown by the records of the County Treasurer of Tulsa County, Oklahoma, in accordance with the Code of Ordinances of the City of Sand Springs, Oklahoma.

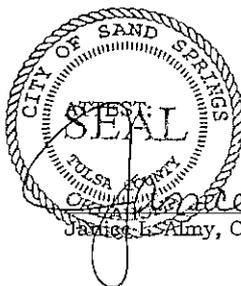
As a result of this hearing, a public nuisance was determined to exist as defined by the Code of Ordinances of the City of Sand Springs, Oklahoma, to-wit:

SECTION 15.36.010: Dilapidated Building(s)

THEREFORE, it is ordered by T.J. Davis, acting on behalf of Elizabeth Gray, City Manager of the City of Sand Springs, Oklahoma, that authorized officers of the City of Sand Springs, Oklahoma, or designated agents thereof, shall take action to abate the public nuisance existing upon the property by any procedure necessary.

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Jamie L. Almy, City Clerk


T.J. Davis, Hearing Officer

ORDER OF ABATEMENT
Public Nuisance Administrative Hearing
City of Sand Springs, Oklahoma
Sand Springs Fire Department - Neighborhood Services Division
Fire Administration Office - 1031 E. Broadway - P.O. Box 338
Sand Springs, Oklahoma 74063
PHONE: (918) 246-2574 / FAX: (918) 245-0372
E-mail: neighborhoodservices@sand SpringsOK.com

LOCATION: 1006 N. Garfield Ave.
LEGAL: LT 8 BLK 41
OAK RIDGE SECOND ADDN
PROPERTY OWNER(S): Ashley Wright
10021 S Sheridan Rd Apt 225
Tulsa OK 74133-6296
MORTGAGEES/OTHERS: Lawson Trust C/O Cynthia Phillips
HEARING DATE: February 23, 2016

An administrative hearing was held before T.J. Davis, acting on behalf of Elizabeth Gray, City Manager of the City of Sand Springs, Oklahoma, on this date concerning the existence of a public nuisance on the property described above.

A determination was made that written notice had been properly served upon the property owner as shown by the records of the County Treasurer of Tulsa County, Oklahoma, in accordance with the Code of Ordinances of the City of Sand Springs, Oklahoma.

As a result of this hearing, a public nuisance was determined to exist as defined by the Code of Ordinances of the City of Sand Springs, Oklahoma, to-wit:

SECTION 15.36.010: Dilapidated Building

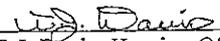
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Janice L. Almy, City Clerk


T.J. Davis, Hearing Officer

ORDER OF ABATEMENT
Public Nuisance Administrative Hearing
 City of Sand Springs, Oklahoma
 Sand Springs Fire Department - Neighborhood Services Division
 Fire Administration Office - 108 E. Broadway - P.O. Box 338
 Sand Springs, Oklahoma 74063
 PHONE: (918) 246-2577 FAX: (918) 245-1460

LOCATION: 1000 N. Birch Ave.

LEGAL: LT 1 & N20 VAC ST ADJ ON S BLK 2
 OAK PARK SECOND ADDN RESUB PRT B8
 OAK PARK ADDN

PROPERTY OWNER(S): Ethel A Sims
 4217 E 2nd Pl
 Tulsa OK 74112-1303

MORTGAGEES/OTHERS: Alice Sims
 Citifinancial Services Inc

HEARING DATE: September 1, 2015

An administrative hearing was held before T.J. Davis, acting on behalf of Elizabeth Gray, City Manager of the City of Sand Springs, Oklahoma, on this date concerning the existence of a public nuisance on the property described above.

A determination was made that written notice had been properly served upon the property owner as shown by the records of the County Treasurer of Tulsa County, Oklahoma, in accordance with the Code of Ordinances of the City of Sand Springs, Oklahoma.

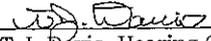
As a result of this hearing, a public nuisance was determined to exist as defined by the Code of Ordinances of the City of Sand Springs, Oklahoma, to-wit:

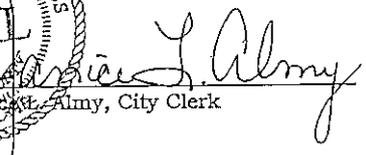
SECTION 15.36.010: Dilapidated Building(s)

THEREFORE, it is ordered by T.J. Davis, acting on behalf of Elizabeth Gray, City Manager of the City of Sand Springs, Oklahoma, that authorized officers of the City of Sand Springs, Oklahoma, or designated agents thereof, shall take action to abate the public nuisance existing upon the property by any procedure necessary.

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 T.J. Davis, Hearing Officer

 
 L. Almy, City Clerk

For Resolution 16-28 – March 14, 2016



414 N. Franklin Ave. – Bowden Trust / Mathena (Case # 16-0210)



3511 S. Rawson Rd. – Parker Family Trust (Case # 16-0221)



610 N. Franklin Ave. – David (Case # 16-0556)



1006 N. Garfield Ave. – Wright (Bagley) (Case # 16-0032)



1000 N. Birch Ave. – Sims (Case # 16-0185)



Agenda Item # _____

**CITY OF SAND SPRINGS
AUTHORITY STAFF REPORT**

MEETING DATE: March 14, 2016

SUBJECT:

APPROVAL OF TWO CONTRACTS WITH TULSA COUNTY FOR VISION FUNDS

STAFF RECOMMENDATION:

Staff recommends approval of the attached contracts with Tulsa County. The contracts provide for partial funding of the approximate \$4.3 million that has been allocated to the City, dedicating proposition 2 funds in the amount of \$292,075.00 and dedicating proposition 4 funds in the amount of \$2,511,019.00 to the City. (with advances currently limited to \$1,000,000.00).

It is our understanding that upon approval of this agreement by the City and signature by the county officials, the funds are available for the City to use.

BACKGROUND AND HISTORY:

The agreements are similar to funding agreements that were used with the original Vision process and allows the City to move forward with processing pay requests.

BUDGETARY IMPACT:

none

COMPILED BY: David L. Weatherford **PRESENTED BY:** David L. Weatherford

Attachments:

Capital Improvements Agreement

SAND SPRINGS RIVER CITY PARK PROJECT #2

**CAPITAL IMPROVEMENTS
AGREEMENT**

between

**BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY, OKLAHOMA**

and

CITY OF SAND SPRINGS, OKLAHOMA

Dated _____, 2016

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- Exhibit "C" Authorization and Certificate of Program Manager
- Exhibit "D" Authorization and Certificate of Project Manager
- Exhibit "E" Construction Advance Request
- Exhibit "F" Non-Construction Advance Request

CAPITAL IMPROVEMENTS AGREEMENT

This CAPITAL IMPROVEMENTS AGREEMENT (the "Agreement") made and entered into this ____ day of _____, 2016, between the BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA (the "Board") and the CITY OF SAND SPRINGS, OKLAHOMA, a municipal corporation (the "Contracting Party").

RECITALS

A. On July 7, 2003, the Board adopted a Resolution (the "Resolution") calling for a special election to levy and collect a sales tax to fund capital improvements for the purpose of promoting economic development within Tulsa County, Oklahoma.

B. On September 9, 2003, the duly qualified electors of Tulsa County, Oklahoma, did approve the levy and collection of such sales tax for the purposes set forth above.

C. The Resolution provides that if the Board determines the projects listed within the Resolution will be completed with existing and projected funds and that excess funds generated from such sales tax (the "Excess Sales Tax") will be available for additional projects, such Excess Sales Tax may be expended for capital improvements for community enrichment, and the Board, within its meeting on October 27, 2014, made such determination.

D. Pursuant to and in accordance with the terms of the Resolution, Tulsa County Vision Authority, an Oklahoma public trust (the "Vision Authority") was created for the purpose, among others, to determine which additional projects shall be funded with the Excess Sales Tax.

E. On February 4, 2015, the Vision Authority, pursuant to the Resolution, adopted a resolution (the "Vision Authority Resolution"), wherein it approved the funding from Excess Sales Tax of Two Hundred Ninety-two Thousand Seventy-five and no/100ths DOLLARS (\$292,075.00) for the construction of capital improvements described within Exhibit "A" attached hereto (the "Improvements") on real property described within Exhibit "B" attached hereto (the "Land"). (The Improvements and the Land being hereinafter collectively referred to as the "Project").

F. The Contracting Party has requested the Board to make, pursuant to the Resolution and the Vision Authority Resolution, disbursements of Excess Sales Tax to the Contracting Party for certain costs to acquire, design and construct the Project (the "Advances").

In consideration of the foregoing and of the mutual covenants, conditions, and promises set forth herein and other good and valuable considerations, the receipt, sufficiency and validity of which are hereby acknowledged, the parties hereto agree to the following terms and conditions.

AGREEMENT

1. DEFINITIONS. The following terms for all purposes of this Agreement have the following meanings. Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine and feminine gender.

1.1. "Advance" shall mean any Construction Advances or Non-Construction Advances.

1.2. "Application and Certificate for Payment" means an application for payment in the form of American Institute of Architects Document G702, Application and Certificate for Payment, and American Institute of Architects Document G703, Continuation Sheets, showing by trade the cost of work on the Project and the cost of materials incorporated into the Improvements or stored on the Land, all to be stated in the Application and Certificate for Payment, which Application and Certificate for Payment shall be signed by the Contracting Party, the appropriate Contractor under the Construction Contracts and the Architect, Engineer or Project Manager and shall show the percentage of completion of each construction line item on the Approved Budget.

1.3. "Approved Budget" means a budget or cost schedule prepared by the Contracting Party in form and content satisfactory to the Board and specifying: (i) that portion, if any, of the cost of the Project to be paid by the Contracting Party with funds other than proceeds of the Excess Sales Tax, and (ii) the cost by item of all Costs of Construction in accordance with the Plans and all Government Requirements and estimating the dates on which the Contracting Party contemplates requiring Advances from the Board hereunder, as amended from time to time by the Contracting Party with the consent of the Board.

1.4. "Architect" means the architect(s) who execute the Architect/Engineer Agreement.

1.5. "Architect/Engineer Agreement" means the agreement between the Contracting Party and the Architect or Engineer regarding the Improvements.

1.6. "Authorization and Certificate of Program Manager" means the Authorization and Certificate of Program Manager signed by the Program Manager in the form and content set forth on Exhibit "C" hereto.

1.7. "Authorization and Certificate of Project Manager" means the Authorization and Certificate of Project Manager signed by the Architect, Engineer or Project Manager, as determined by the Board, in the form and content set forth on Exhibit "D" hereto.

1.8. "Bidding Documents" means the bid notices, instruction to bidders, plans and specifications, bidding forms, bidding instructions, general conditions, special conditions and

all other written instruments prepared by or on behalf of the Contracting Party for use for prospective bidders on public construction contracts regarding the Improvements.

1.9. "Builder's Risk Insurance" means extended coverage insurance against loss or damage by fire, lightning, wind storm, hail, explosion, riot, vandalism, malicious mischief, riot attending a strike, civil commotion, aircraft, vehicles, smoke and other risks from time to time included under "extended coverage" policies, in an amount equal to 100% of the full replacement value of the Improvements.

1.10. "Certificate of Completion" means certificates satisfactory to the Board signed by the Contracting Party and the Architect, Engineer or Project Manager certifying that the construction, equipping and furnishing of the Improvements have been completed in accordance with the Plans and setting forth the date of such completion.

1.11. "Change Orders" mean changes or modifications to any Construction Contract or any other contract with labor or material suppliers.

1.12. "Completion Date" means the date of completion of the acquisition, construction, equipping and furnishing of the Project, as that date shall be certified to the Board by the Contracting Party within the Certificate of Completion.

1.13. "Construction Advance" means any Advance for Costs of Construction which are properly payable to appropriate Contractors pursuant to the Construction Contracts.

1.14. "Construction Advance Request" means a written request from the Contracting Party to the Board specifying the requested Construction Advance amount and the disbursement date and making certifications to the Board, all as more specifically set forth in the Construction Advance Request form, a copy of which is attached hereto as Exhibit "E."

1.15. "Construction Contracts" means the agreements between the Contracting Party and the Contractors providing for the construction, equipping and furnishing of the Project.

1.16. "Construction Schedule" means a schedule of the construction, equipping and furnishing of the Improvements from the commencement date of construction to the Completion Date, in form and content satisfactory to the Board, as amended from time to time by the Contracting Party with consent of the Board.

1.17. "Contracting Party" means the City of Sand Springs, Oklahoma.

1.18. "Contractors" means the contractors who execute Construction Contracts.

1.19. "Cost of Construction" means all costs of designing, acquiring, constructing, equipping and furnishing the Project, including, but not limited to, the cost of land or any interest in land, obligations incurred for labor and materials and to architects, project managers, contractors, builders and materialmen; the restoration or relocation of property

damaged or destroyed in connection with the construction; and the cost of machinery, equipment or supplies purchased by the Contracting Party for inclusion as part of the Project.

1.20. "County" means Tulsa County, Oklahoma.

1.21. "Depository" means BOKF, NA, Tulsa, Oklahoma, a national banking association, organized and existing under the laws of the United States of America, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

1.22. "Engineer" means the engineer(s) who execute the Architect/Engineer Agreement.

1.23. "Excess Sales Tax" has the meaning set forth within Paragraph C of the Recitals hereof.

1.24. "Governmental Approvals" means authorizations required by Governmental Authorities for the construction and operation of the Improvements contemplated by the Plans, including, without limitation, a copy of the building permit and zoning clearance issued by the city which has jurisdiction over the contemplated project.

1.25. "Governmental Authority" means the United States, the state, the County, the city or any other political subdivision in which the Land is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the Contracting Party or all or any portion of the Land.

1.26. "Government Requirements" means all laws, orders, decrees, ordinances, rules and regulations of any Governmental Authority.

1.27. "Improvements" means the Improvements described within Exhibit "A" attached hereto.

1.28. "Land" has the meaning set forth in Paragraph E of the Recitals hereof.

1.29. "Maximum Amount of Advances" means \$292,075.00.

1.30. "Non-Construction Advance Request" means a written request from the Contracting Party to the Board specifying the requested Non-Construction Advance amount and the disbursement date and making certain certifications to the Board, all as more specifically set forth in the Non-Construction Advance Request form, a copy of which is attached hereto as Exhibit "F."

1.31. "Non-Construction Advance" means any Advance for the payment of Costs of Construction other than the costs and fees which are properly payable to the appropriate Contractors pursuant to the Construction Contracts.

1.32. "Opinion of Contracting Party's Counsel" means an opinion from the Contracting Party's counsel addressed to the Board, which opinion shall be in form and content satisfactory to the Board and shall include, but not be limited to, the following (i) the Contracting Party has the authority and capacity to enter into this Agreement; (ii) this Agreement is a legal, valid and binding obligation against the Contracting Party, fully enforceable in accordance with its terms under applicable laws, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity; (iii) the Costs of Construction may be lawfully funded with the Excess Sales Tax; (iv) there are, to the Contracting Party's counsel's knowledge, no actions or proceedings pending or threatened in any court or governmental department or agency which would affect the validity of this Agreement or any of the instruments, documents or agreements delivered by the Contracting Party under the terms of this Agreement; (v) the Contracting Party has obtained all federal, state and local governmental approvals, licenses and permits necessary as of the date of the opinion to comply with any and all Governmental Requirements relating to the Land, the construction of the Improvements thereon and the occupancy thereof; (vi) such delivery and compliance by the Contracting Party with the terms of this Agreement do not, to the Contracting Party's counsel's best knowledge, conflict with or violate any agreement to which the Contracting Party is a party or is bound; and (vii) the Contracting Party is a duly organized and validly existing municipal corporation under the laws of the State of Oklahoma.

1.33. "Payment and Performance Bonds" means separate performance and labor and material payment bonds with respect to the Construction Contracts and in the full amount of Construction Contracts.

1.34. "Plans" means all detailed plans and specifications for the construction of the Improvements prepared by the Architect or Engineer, as amended from time to time by the Contracting Party with consent of the Board.

1.35. "Program Manager" means Program Management Group, L.L.C.

1.36. "Project" means the Improvements and the Land.

1.37. "Project Manager" means the project manager or construction manager who executes the Project Manager Agreement.

1.38. "Project Manager Agreement" means the agreement between the Contracting Party and the Project Manager regarding the Improvements.

1.39. "Resolution" means the Resolution of the Board described within Paragraph A of the Recitals hereof.

1.40. "Termination Event" shall mean the occurrence of any of the following:

1.40.1. Breach of Covenants. Failure by the Contracting Party in the punctual performance or observation of any covenant or agreement on its part in this Agreement, and such default shall have continued for a period of thirty (30) days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the Contracting Party by the Board.

1.40.2. Representations and Warranties. Any representation, statement, certificate, schedule or report made or furnished to the Board by the Contracting Party proves to be false or materially misleading at the time of the making thereof; or any warranty ceases to be complied with in any material respect, and Contracting Party fails to take or cause to be taken corrective measures satisfactory to the Board within thirty (30) business days after receipt of written notice from the Board relating to the particular Termination Event.

1.40.3. Insolvency. The Contracting Party shall (i) apply for or consent to the appointment of a receiver, trustee or a liquidator of the Contracting Party or its properties; (ii) admit in writing the inability to pay its debts as they mature; (iii) make a general assignment for the benefit of creditors; (iv) commence any proceeding relating to the bankruptcy, reorganization, liquidation, receivership, conservatorship, insolvency, readjustment of debt, dissolution or liquidation of the Contracting Party; or (v) becomes insolvent.

1.41. "Vision Authority" means Tulsa Vision Authority, an Oklahoma public trust.

1.42. "Vision Authority Resolution" has the meaning set forth within paragraph E of the Recitals hereof.

2. OBLIGATION OF BOARD TO MAKE ADVANCES. The Board shall cause its Depository to make Advances for the use and benefit of the Contracting Party for a portion of the costs of the design, acquisition, construction, equipping and furnishing of the Improvements described within Exhibit "A" hereto, subject to and in accordance with the terms and provisions of this Agreement; provided, however, the total amount of Advances shall not exceed the Maximum Amount of Advances. In the event the Contracting Party expends funds other than Advances hereunder in the acquisition, construction, equipping and furnishing of the Project, such expenditures shall not reduce the Contracting Party Amount or the aggregate amount of Advances available to the Contracting Party hereunder.

3. CONDITIONS PRECEDENT TO THE BOARD'S OBLIGATION TO MAKE THE INITIAL ADVANCE. It is expressly agreed that the Board shall not be obligated to make the initial Advance hereunder until the following conditions have been satisfied, unless waived by the Board at its sole discretion. In the event the Board elects to waive any requirements or conditions contemplated herein with regard to the initial Advance, such waiver shall not preclude the Board from thereafter requiring full and complete performance of all terms, conditions and requirements with regard to any subsequent Advance.

3.1. The Board has received the following documents:

- 3.1.1. Approved Budget;
- 3.1.2. Written detailed description of the Project;
- 3.1.3. Construction Schedule;
- 3.1.4. Opinion of Contracting Party's Counsel;
- 3.1.5. Copy of Project Manager Agreement, if any;
- 3.1.6. Copies of all other then-existing agreements executed by the Contracting Party in connection with the acquisition, construction, equipping and furnishing of the Project;
- 3.1.7. Such other documents, certificates and instruments in connection with the Project, in form and substance satisfactory to the Board or its Program Manager as the Board or its Program Manager may reasonably request.

3.2. The representations and warranties set forth within Section 7 hereof shall be true and correct on and as of the date of the initial Advance with the effect as if made on such date.

3.3. No Termination Event exists under this Agreement.

4. CONDITIONS PRECEDENT TO BOARD'S OBLIGATION TO MAKE CONSTRUCTION ADVANCES. It is expressly agreed that the Board's obligation to make any Construction Advance shall be subject to satisfaction of the following conditions, unless waived by the Board at its sole discretion. In the event the Board elects to waive any requirements or conditions contemplated herein with regard to any such Construction Advance, such waiver shall not preclude the Board from thereafter requiring full and complete performance of all terms, conditions and requirements with regard to any subsequent Advance.

4.1 All conditions for all previous Advances must be satisfied or expressly waived in writing by the Board as of the date of the pending Construction Advance.

4.2 The Board has received the following documents:

- 4.2.1. Copy of Architect/Engineer Agreement, if any;
- 4.2.2. Plans;
- 4.2.3. Copy of all Construction Contracts;
- 4.2.4. Copy of all Governmental Approvals;
- 4.2.5. All amendments to documents previously delivered to the Board by the Contracting Party hereunder; and

4.2.6. Copy of all insurance policies required by Section 11 hereof or certificates that such insurance is in full force and effect;

4.2.7 Copy of Payment and Performance Bonds;

4.2.8. Copy of all Bidding Documents;

4.2.9. Copies of all then-existing agreements executed by the Contracting Party in connection with the acquisition, construction, equipping and furnishing of the Project, not previously submitted to the Board;

4.2.10. Such other documents, certificates and instruments in connection with the Project, in form and substance satisfactory to the Board or its Program Manager as the Board or its Program Manager may reasonably request.

4.3. The Construction Advance complies and is in accordance with the Approved Budget.

4.4 The representations and warranties set forth within Section 7 hereof shall be true and correct on and as of the date of the pending Construction Advance with the effect as if made on such date.

4.5 No Termination Event exists under this Agreement.

5. CONDITIONS PRECEDENT TO BOARD'S OBLIGATION TO MAKE NON-CONSTRUCTION ADVANCES. It is expressly agreed that the Board's obligation to make any Non-Construction Advance shall be subject to satisfaction of the following conditions, unless waived by the Board at its sole discretion. In the event the Board elects to waive any requirements or conditions contemplated herein with regard to any such Non-Construction Advance, such waiver shall not preclude the Board from thereafter requiring full and complete performance of all terms, conditions and requirements with regard to any subsequent Advance.

5.1. All conditions for all previous Advances must be satisfied or expressly waived in writing by the Board as of the date of the pending Non-Construction Advance.

5.2. The Board has received the following documents.

5.2.1. All amendments to documents previously delivered to the Board by the Contracting Party hereunder; and

5.2.2. Such other documents, certificates and instruments in connection with the Project, in form and substance satisfactory to the Board or its Program Manager as the Board or its Program Manager may reasonably request.

5.3. The Non-Construction Advance complies and is in accordance with the Approved Budget.

5.4. The representations and warranties set forth within Section 7 hereof shall be true and correct on and as of the date of the pending Non-Construction Advance with the effect as if made on such date.

5.5. No Termination Event exists under this Agreement.

6. DISBURSEMENT PROCEDURE. Subject to compliance by the Contracting Party with all the terms, provisions and conditions of this Agreement, including, but not limited to, the conditions precedent set forth within Sections 3, 4 and 5 hereof, the Board will cause its Depository to disburse sums to the Contracting Party, or to the appropriate payee, for the purpose of paying Costs of Construction items specified in the Approved Budget, in accordance with the following procedures:

6.1. Request for Construction Advance. Not less than fifteen (15) business days before the date on which the Contracting Party desires a Construction Advance, but not more frequently than monthly, the Contracting Party shall submit to the Board a Construction Advance Request, which shall be accompanied by the following:

6.1.1. Application and Certificate for Payment dated as of the date of the Request for Advance;

6.1.2. Billing statements, vouchers and invoices, in form and content satisfactory to the Board, with regard to items that are the subject of the Construction Advance Request;

6.1.3. If the Construction Advance is for the purpose of reimbursing the Contracting Party for Costs of Construction previously paid by the Contracting Party, evidence satisfactory to the Board of such prior payment;

6.1.4. If requested by the Board, appropriate waivers of lien rights, in form and content satisfactory to the Board and its legal counsel, executed and acknowledged by all Contractors, sub-contractors, laborers and materialmen who have furnished labor or materials relating to the Improvements;

6.1.5. Authorization and Certification of Project Manager.

6.2. Request for Non-Construction Advance. Not less than fifteen (15) business days before the date on which the Contracting Party desires a Non-Construction Advance, but not more frequently than monthly, the Contracting Party shall submit to the Board a Non-Construction Advance Request, which shall be accompanied by the following:

6.2.1. Billing statements, vouchers and invoices, in form and content satisfactory to the Board, with regard to items that are subject of the Non-Construction Advance Request;

6.2.2. If the Non-Construction Advance is for the purpose of reimbursing the Contracting Party for Costs of Construction previously paid by the Contracting Party, evidence satisfactory to the Board of such prior payment.

6.3. Board's Inspection. If, for any reason, the Board or its Program Manager deems it necessary to cause the Project to be examined by the Program Manager prior to making any Advance, it shall have a reasonable time within which to do so. The Board and its Program Manager shall have the right, upon reasonable prior notice, to enter the Project at all reasonable times for the purpose of examining and inspecting the Project. The Board and its Program Manager shall also have the right at all reasonable times to examine the books and records of the Contracting Party regarding the Project.

6.4. Disbursements. Upon receipt by the Board of the items required by Sections 3, 4, 5, 6.1 and 6.2 hereof, or as soon thereafter as all conditions precedent to the requested Advance have been satisfactorily met, including delivery to the Board of an Authorization and Certificate of Program Manager, the Board shall cause its Depository to disburse to the Contracting Party, or to the appropriate payee, for Costs of Construction the amount of the requested Advance.

6.5. Maximum Amount of Advances. The total amount of all Advances under this Agreement shall not exceed the Maximum Amount of Advances.

6.6. Date after which Advances Cease. Notwithstanding anything herein to the contrary, the Board shall have no duty to make or cause the making of Advances hereunder to the Contracting Party after April 1, 2017.

6.7. Advances Solely from Excess Sales Tax. All Advances hereunder shall be made by the Board solely from Excess Sales Tax proceeds.

6.8. Advances Subject to Annual Appropriation. It is hereby acknowledged that under applicable Oklahoma law, the Board may not become obligated beyond its fiscal year (July 1 through June 30), and therefore, the covenants made herein by the Board shall be on a year-to-year basis. The Board's obligation to make Advances is subject to the availability of funds and annual appropriations thereof by the Board.

6.9. Subordination of Obligation to Make Advances. The Board's obligation to make Advances is fully subordinate to the Board's obligation to make payments of the sales tax proceeds pursuant to projects agreements between the Board and the Tulsa County Industrial Authority securing the payment of bonds issued by such Authority.

6.10. Construction Retainage. An amount equal to five percent (5%) of the Maximum Amount of Advances shall be retained by the Board. Such Retainage shall be disbursed upon completion of the construction, equipping and furnishing of the Improvements, provided:

6.10.1. A Construction Advance Request shall have been submitted to the Board with respect to such retainage;

6.10.2. A Certificate of Completion shall have been submitted to the Board, accompanied by a certificate of occupancy for the Improvements and such other written evidence reasonably required by the Board of the approval of the municipality where the Improvements are located, reflecting that the Improvements in their entirety are available for permanent occupancy;

6.10.3. The written consent of the sureties named within the Payment and Performance Bonds shall have been submitted to the Board.

6.10.4. The Board has received appropriate waivers of lien rights, in form and content satisfactory to the Board and its legal counsel, executed and acknowledged by all Contractors, sub-contractors, laborers and materialmen who have furnished labor or materials relating to the Improvements;

6.10.5. The Contracting Party has complied with all the terms, provisions and conditions of this Agreement; including, but not limited to the conditions precedent and procedures set forth within Sections 3, 4, 5 and 6 hereof;

6.10.6. The representations and warranties set forth within Sections 5, 7 and 8 hereof shall be true and correct on the date of disbursement of such retainage; and

6.10.7. No Termination Event exists under the Agreement.

7. REPRESENTATIONS AND WARRANTIES OF CONTRACTING PARTY. The Contracting Party represents and warrants to, and covenants with the Board as follows:

7.1. Existence and Qualification. The Contracting Party is an Oklahoma municipality, validly existing and in good standing under the laws of the State of Oklahoma, and the Contracting Party has all requisite power and authority to own, operate and lease its properties and to carry on its business as presently conducted.

7.2. Authority, Approval and Enforceability. The Contracting Party has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement has been duly executed and delivered on behalf of the Contracting Party and constitutes the legal, valid and binding obligation of the Contracting Party.

7.3. No Violations. Based upon a reasonable investigation, there exist no violations of any statutes, rules, orders, ordinances, regulations or requirements of any Governmental Authorities with respect to the Land, and the anticipated use thereof complies with all applicable statutes, rules, ordinances, regulations or requirements (including, without limitation, zoning, environmental, ecological, landmark and all other applicable categories) affecting the Land.

7.4. Disclosure. The representations and warranties made to the Board by the Contracting Party contain no untrue statements of material facts, and the Contracting Party has not intentionally omitted to disclose any material fact.

7.5. Continuing Nature of Representations. Each of the representations and warranties set forth herein will be true on the date of each Advance hereunder, and the acceptance of any Advance hereunder by the Contracting Party shall be deemed to be a reaffirmation of each and every one of said representations and warranties.

8. REPRESENTATIONS AND WARRANTIES OF BOARD. The Board hereby represents and warrants to, and covenants with the Contracting Party as follows:

8.1. Authority, Approval and Enforceability. The Board has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement has been executed and delivered on behalf of the Board and constitutes a legal and binding obligation of the Board, enforceable against the Board in accordance with its terms.

8.2. Disclosure. The representations and warranties made to the Contracting Party by the Board contain no untrue statement of material fact and the Board has not intentionally omitted to disclose any material fact.

9. REMEDIES. Upon the occurrence of a Termination Event, the Board may, at its option:

9.1. Termination of Advances. Terminate the making of Advances.

9.2. Waiver of Termination Event. The Board may, at its option, by an instrument in writing signed by the Board, waive any Termination Event which shall have occurred and any consequences of such Termination Event and, in such event, the Contracting Party and the Board shall be restored to their former respective rights and obligations hereunder. Any Termination Event so waived shall, for purposes of this Agreement, be deemed to have been cured and not to be continuing; but no such waiver shall extend to any subsequent or other Termination Event or impair any consequence of such subsequent or other Termination Event or any of the Board's rights relating thereto.

9.3. Cumulative Remedies. The remedies herein provided shall be in addition to and not in substitution for the rights and remedies which would otherwise be vested in the Board in law or equity, all of which rights and remedies are specifically reserved by the Board. The remedies herein provided or otherwise available to the Board shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not

constitute a waiver thereof, nor shall use of any of the remedies hereby provided prevent the subsequent or concurrent resort to any other remedy or remedies which by this Agreement or by law or equity shall be vested in the Board. As a condition to any Advance after a Termination Event, the Board may require the completion of the Project by methods and in a manner satisfactory to the Board.

10. COMPLETION OF THE PROJECT. The Contracting Party shall complete the construction, equipping and furnishing of the Improvements in accordance with the Plans and submit to the Board a Certificate of Completion on or before April 1, 2017.

11. INSURANCE. The Contracting Party shall, at all times during the construction of the Improvements, maintain or cause the Contractors to maintain in full force and effect Builder's Risk Insurance. In addition, the Contracting Party shall cause the Contractors at all times during the construction of the Project to maintain general liability insurance in an amount reasonably required by the Board and shall cause the Contractors to maintain worker's compensation insurance as required by law.

12. CHANGE ORDERS. The Contracting Party shall deliver to the Board copies of all Change Orders within five (5) business days after the respective dates thereof.

13. AUDIT. The Board shall have the right at all reasonable times during regular business hours to audit or cause the audit of the books and records of the Contracting Party pertaining to the acquisition, construction, equipping and furnishing of the Project and to audit or cause the audit of the administration of the acquisition, construction, equipping and furnishing of the Project.

14. COPIES OF FILED LIENS. The Contracting Party shall deliver to the Board copies of all mechanics', materialmen's or laborers' liens filed against the Improvements or the Land, within five (5) days after the Contracting Party's knowledge thereof.

15. GOVERNMENT REQUIREMENTS AND PUBLIC COMPETITIVE BIDDING ACT. The Contracting Party shall construct the Improvements in accordance with all applicable Government Requirements and shall, in connection therewith, comply with the Oklahoma Public Competitive Bidding Act of 1974 and any amendments thereto.

16. CONSTRUCTION CONTRACTS. The Contracting Party shall at all times comply with the terms and provisions of the Construction Contracts.

17. VISION 2025 SIGNAGE. The Board shall, at all times prior to July 1, 2017, have the right to place a sign or signs upon the Project identifying the Project as a Project funded by Vision 2025 Sales Tax. Such sign or signs and the location thereof shall be subject to the approval of the Contracting Party, which approval shall not be unreasonably withheld or delayed.

18. PAYMENT OF THE COSTS OF BONDS OR NOTES. Pursuant to the Resolution and other resolutions of the Board dated July 7, 2003, the Board has determined that excess funds generated from sales tax totaling \$45,500,000.00 (the "Total Excess Sales Tax") will be available

for the funding of additional projects (including the Project). In the event the Tulsa County Industrial Authority (the "Authority") issues bonds or notes payable from the Total Excess Sales Tax for the purpose of funding any such additional projects, the Contracting Party shall pay to the Authority its proportionate share (.642%) of (i) the costs of the issuance of such bonds or notes and (ii) the interest accruing on such bonds or notes. The proportionate share of such costs of issuance shall be payable by the Contracting Party on the date of the issuance of such bonds or notes, and the proportionate share of the interest accruing on such bonds or notes shall be payable by the Contracting Party on the dates interest is due thereon. It is hereby acknowledged that under applicable Oklahoma law, the Contracting Party may not become obligated beyond its fiscal year (July 1 through June 30), and therefore, such payment obligations of the Contracting Party shall be on a year-to-year basis. The Contracting Party's obligation to make such payments is subject to the availability of funds and annual appropriations thereof by the Contracting Party.

19. GENERAL CONDITIONS. The following conditions shall be applicable throughout the term of this Agreement.

19.1. Nonwaiver. No Advance hereunder shall constitute a waiver of any of the conditions of the Board's obligation to make further Advances, nor, in the event the Contracting Party is unable to satisfy any such condition, shall any such waiver have the effect of precluding the Board from thereafter declaring such inability to be a Termination Event as hereinabove provided.

19.2. The Board's Satisfaction. All proceedings taken in connection with the transactions provided for herein and all documents required or contemplated by this Agreement must be reasonably satisfactory to the Board.

19.3. Establishment of Facts. If any condition of this Agreement requires the submission of evidence of the existence or nonexistence of a specified fact or facts or implies as a condition the existence or nonexistence, as the case may be, of such fact or facts, the Board shall, at all times, be free to independently establish to its satisfaction and in its absolute discretion such existence or nonexistence.

19.4. Relationship of Parties. The Board is neither a partner nor joint venturer with the Contracting Party or any other party in connection with the Project. The Board shall not in any way be liable or responsible by reason of the provisions hereof, or otherwise, for the payment of any claims growing out of the construction of the Improvements or the Land.

19.5. Conditions for Exclusive Benefit of the Board. All conditions of the obligations of the Board to make Advances hereunder are imposed solely and exclusively for the benefit of the Board and its assigns, and no other person shall have standing to require satisfaction of such conditions in accordance with their terms and no other person shall, under any circumstances, be deemed to be beneficiary of such conditions.

19.6. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid or sent by telegram, addressed as follows:

Tulsa County:

Board of County Commissioners
500 South Denver
Tulsa OK 74103
Attn: Chairman

Contracting Party:

City of Sand Springs, Oklahoma
P. O. Box 338
Sand Springs OK 74063
Attn: City Manager

The parties hereto may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. The above addresses may be changed at any time upon written notice of such change sent by United States mail, postage prepaid to the other parties by the party effecting the change.

19.7. Amendment; Waiver. This Agreement may not be amended, modified, waived, discharged or terminated in any way, except by an instrument in writing executed by all parties hereto; PROVIDED, HOWEVER, the Board may, in writing: (i) extend the time for performance of any of the obligations of the Contracting Party; (ii) waive any Termination Event by the Contracting Party; and (iii) waive the satisfaction of any condition that is precedent to the performance of the Board's obligations under this Agreement. In the event of a waiver of a Termination Event by the Board, such specific Termination Event shall be deemed to have been cured and not continuing, but no such waiver shall extend to any subsequent or other Termination Event or impair any consequence of such subsequent or other Termination Event.

19.8. Rights and Remedies. In the event of a breach of any of the covenants or agreements hereof by a party hereto, the other parties hereto shall be entitled to enforce and exercise all options, rights and remedies, jointly or in the alternative, provided by the Agreement, law or equity.

19.9. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Oklahoma and shall be construed by and governed in accordance with the laws of the State of Oklahoma.

19.10. Third Party Beneficiary. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto, and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

19.11. Prohibition Against Assignment. The Contracting Party shall not assign or transfer voluntarily or by operation of law or otherwise dispose of this Agreement or any rights hereunder, or any monies, property or funds deposited with the Board. An assignment or transfer in violation of this provision shall be invalid, and an assignment or transfer by operation of law shall be deemed to be an invalid transfer.

19.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, with any and all prior agreements and understandings being merged herein.

19.13. Captions and Paragraph Headings. The captions and paragraph headings contained herein are included for convenience only and shall not be construed or considered a part hereof nor affect in any manner the construction or interpretation hereof

19.14. Time of Essence. Time is of the essence of this Agreement.

19.15. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

19.16. Severability. Should any clause or provision of this Agreement be invalid or void for any reason, such invalid or void clause shall not adversely affect the remainder of this Agreement, and such remainder shall remain in full force and effect.

19.17. Invalidity of Provisions. If any term or provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof. If any provision of this Agreement is held invalid or unenforceable because the fulfillment of such provision would involve exceeding the limit of validity prescribed by law, then upon the occurrence of such circumstances, the obligation to be fulfilled shall be reduced to the limit of validity prescribed by law. If the provision of this Agreement which is found to be invalid or unenforceable cannot be modified so as to be enforceable under existing laws, this Agreement shall be construed and enforced as if such provision had not been included herein.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

"Contracting Party"

THE CITY OF SAND SPRINGS, OKLAHOMA,
a municipal corporation

Date: _____

By: _____

Contract amount approved by the Sand Springs City Council on the _____ day of _____, 2016.

By: _____

ATTEST:

City Clerk

APPROVED:

City Attorney

"Board"

**BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY**

By _____
Name _____
Title Chairman

EXHIBIT "A"
DESCRIPTION OF IMPROVEMENTS

Construction of a drinking water service line connection approximately 3,500 ft. in length and electrical service connections, all to service improvements relating to the River City Park.

EXHIBIT "B"

DESCRIPTION OF LAND

River City Park (2500 River City Park Road) — entrance is approximately 1000 W. block of Wekiwa Road, Sand Springs, Oklahoma

EXHIBIT "C"

AUTHORIZATION AND CERTIFICATE OF PROGRAM MANAGER

With a reference to the attached Advance Request in connection with the Sand Springs River City Park Project #2 (the "Project"), I, the designated Program Manager in respect to the Project hereby find, certify and state with respect to the attached Advance Request, as follows:

- (a) The person, firm, corporation, partnership, or otherwise, to which payment is due has been properly entered in this form and to my knowledge constitutes an accurate identification of the creditor; and
- (b) the payment is a bona fide Cost of Construction as such term is defined in the Agreement; and
- (c) the amount to be paid is correct and accurate in accordance with the invoice and/or statement submitted by the Contracting Party; and
- (d) the obligation in the stated amount has been incurred by the Contracting Party and that each item thereof is a proper charge, and that payment of such obligation has not theretofore been made; and
- (e) that, to the best of my knowledge, after investigation and due inquiry, insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the construction of the Project or delivered at the site of the Project for that purpose, or delivered for storage or fabrication at a place or places approved by the Contracting Party and same is under control of the Contracting Party, or is a progress payment due on equipment being fabricated to order.
- (f) that certain Capital Improvements Agreement dated _____, 2016, by and between the Contracting Party and the Board of County Commissioners of Tulsa County, Oklahoma relating to the Project (the "Agreement") is in full force and effect; that to the best of our knowledge after due inquiry and investigation, no event of default has occurred or is continuing under the terms of the Agreement; all conditions precedent to payment of the requisition set forth in the Agreement have been met; and payment of the requisition is proper pursuant to the terms of such Agreement.

Date: _____

PROGRAM MANAGER

By _____
Authorized Representative

EXHIBIT "D"

AUTHORIZATION AND CERTIFICATE OF PROJECT MANAGER

With reference to the attached Construction Advance Request, the undersigned, _____, as the designated construction architect, engineer or project manager for the City of Sand Springs, Oklahoma (the "Contracting Party") in connection with the Sand Springs River City Park Project #2 (the "Project") hereby finds, certifies and states with respect to the attached Construction Advance Request as follows:

- (a) all construction of the Improvements, as defined in the Capital Improvements Agreement dated _____, 2016, by and between the Contracting Party and the Board of County Commissioners of Tulsa County, Oklahoma, relating to the Project (the "Agreement"), has been done in accordance with the Plans (as defined in the Agreement); and
- (b) the Improvements can be completed in accordance with the Approved Budget (as defined in the Agreement); and
- (c) the persons, firms, corporations, partnerships, or otherwise, to which payment is due has been properly entered in the attached Application and Certificate for Payment and to my knowledge constitutes an accurate identification of the creditors; and
- (d) the payment is a bona fide Cost of Construction as such term is defined in the Agreement; and
- (e) the amount to be paid is correct and accurate in accordance with the invoices and/or statements submitted by the creditor; and
- (f) the obligation in the stated amount has been incurred by the Contracting Party and payment of such obligation has not yet heretofore been made; and
- (g) to the best of my knowledge, after investigation and due inquiry, insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the construction of the Project or delivered at the site of the Project for that purpose, or delivered for storage or fabrication at a place or places approved by the Contracting Party and same is under control of the Contracting Party, or is a progress payment due on equipment being fabricated to order.

Dated: _____

By: Authorized Officer of the [Architect]
[Engineer] [Project Manager]

EXHIBIT "E"
CONSTRUCTION ADVANCE REQUEST

TO: Board of County Commissioners of Tulsa County, Oklahoma
c/o Program Manager

FROM: City of Sand Springs, Oklahoma
Sand Springs, Oklahoma
(the Contracting Party)

Pursuant to the Capital Improvements Agreement dated _____, 2016 (the "Agreement"), by and among the Board of County Commissioners of Tulsa County, Oklahoma (the "Board"), and the City of Sand Springs, Oklahoma (the "Contracting Party"), the Contracting Party hereby requests the Board to cause its Depository to disburse the amount set forth in the attached Application and Certificate for Payment to the parties set forth therein for the account of the Contracting Party.

The Contracting Party does hereby certify to the Board that, as of the date hereof, (i) the representations and warranties of the Contracting Party in the Agreement are hereby ratified and confirmed; (ii) the requested disbursement is for the payment of Costs of Construction as defined in the Agreement; (iii) each obligation described in the attached Application and Certificate for Payment has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project (as defined in the Agreement); (iv) there has not been filed with or served upon the Contracting Party notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to any of the persons, firms or corporations named in the attached Application and Certificate for Payment, which has not been released or will not be released simultaneously with the payment of such obligation; (v) the Agreement is in full force and effect; (vi) no event of default has occurred or is continuing under the terms of the Agreement; and (vii) all conditions precedent to payment of the requested Construction Advance herein have been met and payment of such obligations is proper pursuant to the terms of the Agreement.

Date: _____

CITY OF SAND SPRINGS, OKLAHOMA

By: Authorized Officer of the Contracting Party

APPROVED:
BOARD OF COUNTY COMMISSIONERS
OF TULSA COUNTY, OKLAHOMA

By: _____
Chairman

EXHIBIT "F"

NON-CONSTRUCTION ADVANCE REQUEST

TO: Board of County Commissioners of Tulsa County, Oklahoma

FROM: City of Sand Springs, Oklahoma
Sand Springs, Oklahoma
(the Contracting Party)

Pursuant to the Capital Improvements Agreement dated _____, 2016, (the "Agreement"), by and among the Board of County Commissioners of Tulsa County, Oklahoma (the "Board"), and the City of Sand Springs, Oklahoma (the "Contracting Party"), the Contracting Party hereby requests the Board to cause its Depository to disburse the amount of \$ _____ to the parties set forth below for the following purposes:

Payees

Purposes

The Contracting Party does hereby certify to the Board that, as of the date hereof, (i) the representations and warranties of the Contracting Party in the Agreement are hereby ratified and confirmed; (ii) the requested disbursement is for the payment of Costs of Construction as defined in the Agreement; (iii) each obligation described above has been properly incurred; (iv) the Agreement is in full force and effect; (v) no event of default has occurred or is continuing under the terms of the Agreement; and (vi) all conditions precedent to the payment of the requested Non-Construction Advance herein have been met and payment of such obligations is proper pursuant to the terms of the Agreement.

Date: _____

By: Authorized Officer of the Contracting Party

APPROVED:
BOARD OF COUNTY COMMISSIONERS
OF TULSA COUNTY, OKLAHOMA

By: _____
Chairman

**SAND SPRINGS RIVER CITY PARK AND
EXPRESSWAY CORRIDOR PROJECT**

**CAPITAL IMPROVEMENTS
AGREEMENT**

between

**BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY, OKLAHOMA**

and

CITY OF SAND SPRINGS, OKLAHOMA

Dated _____, 2016

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- Exhibit "C" Authorization and Certificate of Program Manager
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- Exhibit "E" Construction Advance Request
- Exhibit "F" Non-Construction Advance Request

CAPITAL IMPROVEMENTS AGREEMENT

This CAPITAL IMPROVEMENTS AGREEMENT (the "Agreement") made and entered into this _____ day of _____, 2016, between the BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA (the "Board") and the CITY OF SAND SPRINGS, OKLAHOMA, a municipal corporation (the "Contracting Party").

RECITALS

A. On July 7, 2003, the Board adopted a Resolution (the "Resolution") calling for a special election to levy and collect a sales tax to fund capital improvements for community enrichment within Tulsa County, Oklahoma.

B. On September 9, 2003, the duly qualified electors of Tulsa County, Oklahoma, did approve the levy and collection of such sales tax for the purposes set forth above.

C. The Resolution provides that if the Board determines the projects listed within the Resolution will be completed with existing and projected funds and that excess funds generated from such sales tax (the "Excess Sales Tax") will be available for additional projects, such Excess Sales Tax may be expended for capital improvements for community enrichment, and the Board, within its meeting on October 27, 2014, made such determination.

D. Pursuant to and in accordance with the terms of the Resolution, Tulsa County Vision Authority, an Oklahoma public trust (the "Vision Authority") was created for the purpose, among others, to determine which additional projects shall be funded with the Excess Sales Tax.

E. On March 4, 2015, the Vision Authority, pursuant to the Resolution, adopted a resolution (the "Vision Authority Resolution"), wherein it approved the funding from Excess Sales Tax of Two Million Five Hundred Eleven Thousand Nineteen and no/100ths DOLLARS (\$2,511,019.00) for the construction of a portion of the capital improvements described within Exhibit "A" attached hereto (the "Improvements") on real property described within Exhibit "B" attached hereto (the "Land"). (The Improvements and the Land being hereinafter collectively referred to as the "Project").

F. The Contracting Party has requested the Board to make, pursuant to the Resolution and the Vision Authority Resolution, disbursements of Excess Sales Tax to the Contracting Party for certain costs to acquire, design and construct the Project (the "Advances").

In consideration of the foregoing and of the mutual covenants, conditions, and promises set forth herein and other good and valuable considerations, the receipt, sufficiency and validity of which are hereby acknowledged, the parties hereto agree to the following terms and conditions.

AGREEMENT

1. DEFINITIONS. The following terms for all purposes of this Agreement have the following meanings. Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine and feminine gender.

1.1. "Advance" shall mean any Construction Advances or Non-Construction Advances.

1.2. "Application and Certificate for Payment" means an application for payment in the form of American Institute of Architects Document G702, Application and Certificate for Payment, and American Institute of Architects Document G703, Continuation Sheets, showing by trade the cost of work on the Project and the cost of materials incorporated into the Improvements or stored on the Land, all to be stated in the Application and Certificate for Payment, which Application and Certificate for Payment shall be signed by the Contracting Party, the appropriate Contractor under the Construction Contracts and the Architect, Engineer or Project Manager and shall show the percentage of completion of each construction line item on the Approved Budget.

1.3. "Approved Budget" means a budget or cost schedule prepared by the Contracting Party in form and content satisfactory to the Board and specifying: (i) that portion, if any, of the cost of the Project to be paid by the Contracting Party with funds other than proceeds of the Excess Sales Tax, and (ii) the cost by item of all Costs of Construction in accordance with the Plans and all Government Requirements and estimating the dates on which the Contracting Party contemplates requiring Advances from the Board hereunder, as amended from time to time by the Contracting Party with the consent of the Board.

1.4. "Architect" means the architect(s) who execute the Architect/Engineer Agreement.

1.5. "Architect/Engineer Agreement" means the agreement between the Contracting Party and the Architect or Engineer regarding the Improvements.

1.6. "Authorization and Certificate of Program Manager" means the Authorization and Certificate of Program Manager signed by the Program Manager in the form and content set forth on Exhibit "C" hereto.

1.7. "Authorization and Certificate of Project Manager" means the Authorization and Certificate of Project Manager signed by the Architect, Engineer or Project Manager, as determined by the Board, in the form and content set forth on Exhibit "D" hereto.

1.8. "Bidding Documents" means the bid notices, instruction to bidders, plans and specifications, bidding forms, bidding instructions, general conditions, special conditions and

all other written instruments prepared by or on behalf of the Contracting Party for use for prospective bidders on public construction contracts regarding the Improvements.

1.9. "Builder's Risk Insurance" means extended coverage insurance against loss or damage by fire, lightning, wind storm, hail, explosion, riot, vandalism, malicious mischief, riot attending a strike, civil commotion, aircraft, vehicles, smoke and other risks from time to time included under "extended coverage" policies, in an amount equal to 100% of the full replacement value of the Improvements.

1.10. "Certificate of Completion" means certificates satisfactory to the Board signed by the Contracting Party and the Architect, Engineer or Project Manager certifying that the construction, equipping and furnishing of the Improvements have been completed in accordance with the Plans and setting forth the date of such completion.

1.11. "Change Orders" mean changes or modifications to any Construction Contract or any other contract with labor or material suppliers.

1.12. "Completion Date" means the date of completion of the acquisition, construction, equipping and furnishing of the Project, as that date shall be certified to the Board by the Contracting Party within the Certificate of Completion.

1.13. "Construction Advance" means any Advance for Costs of Construction which are properly payable to appropriate Contractors pursuant to the Construction Contracts.

1.14. "Construction Advance Request" means a written request from the Contracting Party to the Board specifying the requested Construction Advance amount and the disbursement date and making certifications to the Board, all as more specifically set forth in the Construction Advance Request form, a copy of which is attached hereto as Exhibit "E."

1.15. "Construction Contracts" means the agreements between the Contracting Party and the Contractors providing for the construction, equipping and furnishing of the Project.

1.16. "Construction Schedule" means a schedule of the construction, equipping and furnishing of the Improvements from the commencement date of construction to the Completion Date, in form and content satisfactory to the Board, as amended from time to time by the Contracting Party with consent of the Board.

1.17. "Contracting Party" means the City of Sand Springs, Oklahoma.

1.18. "Contractors" means the contractors who execute Construction Contracts.

1.19. "Cost of Construction" means all costs of designing, acquiring, constructing, equipping and furnishing the Project, including, but not limited to, the cost of land or any interest in land, obligations incurred for labor and materials and to architects, project managers, contractors, builders and materialmen; the restoration or relocation of property

damaged or destroyed in connection with the construction; and the cost of machinery, equipment or supplies purchased by the Contracting Party for inclusion as part of the Project.

1.20. "County" means Tulsa County, Oklahoma.

1.21. "Depository" means BOKF, NA, Tulsa, Oklahoma, a national banking association, organized and existing under the laws of the United States of America, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

1.22. "Engineer" means the engineer(s) who execute the Architect/Engineer Agreement.

1.23. "Excess Sales Tax" has the meaning set forth within Paragraph C of the Recitals hereof.

1.24. "Governmental Approvals" means authorizations required by Governmental Authorities for the construction and operation of the Improvements contemplated by the Plans, including, without limitation, a copy of the building permit and zoning clearance issued by the city which has jurisdiction over the contemplated project.

1.25. "Governmental Authority" means the United States, the state, the County, the city or any other political subdivision in which the Land is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the Contracting Party or all or any portion of the Land.

1.26. "Government Requirements" means all laws, orders, decrees, ordinances, rules and regulations of any Governmental Authority.

1.27. "Improvements" means the Improvements described within Exhibit "A" attached hereto.

1.28. "Land" has the meaning set forth in Paragraph E of the Recitals hereof.

1.29. "Maximum Amount of Advances" means \$1,000,000.00.

1.30. "Non-Construction Advance Request" means a written request from the Contracting Party to the Board specifying the requested Non-Construction Advance amount and the disbursement date and making certain certifications to the Board, all as more specifically set forth in the Non-Construction Advance Request form, a copy of which is attached hereto as Exhibit "F."

1.31. "Non-Construction Advance" means any Advance for the payment of Costs of Construction other than the costs and fees which are properly payable to the appropriate Contractors pursuant to the Construction Contracts.

1.32. "Opinion of Contracting Party's Counsel" means an opinion from the Contracting Party's counsel addressed to the Board, which opinion shall be in form and content satisfactory to the Board and shall include, but not be limited to, the following (i) the Contracting Party has the authority and capacity to enter into this Agreement; (ii) this Agreement is a legal, valid and binding obligation against the Contracting Party, fully enforceable in accordance with its terms under applicable laws, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity; (iii) the Costs of Construction may be lawfully funded with the Excess Sales Tax; (iv) there are, to the Contracting Party's counsel's knowledge, no actions or proceedings pending or threatened in any court or governmental department or agency which would affect the validity of this Agreement or any of the instruments, documents or agreements delivered by the Contracting Party under the terms of this Agreement; (v) the Contracting Party has obtained all federal, state and local governmental approvals, licenses and permits necessary as of the date of the opinion to comply with any and all Governmental Requirements relating to the Land, the construction of the Improvements thereon and the occupancy thereof; (vi) such delivery and compliance by the Contracting Party with the terms of this Agreement do not, to the Contracting Party's counsel's best knowledge, conflict with or violate any agreement to which the Contracting Party is a party or is bound; and (vii) the Contracting Party is a duly organized and validly existing municipal corporation under the laws of the State of Oklahoma.

1.33. "Payment and Performance Bonds" means separate performance and labor and material payment bonds with respect to the Construction Contracts and in the full amount of Construction Contracts.

1.34. "Plans" means all detailed plans and specifications for the construction of the Improvements prepared by the Architect or Engineer, as amended from time to time by the Contracting Party with consent of the Board.

1.35. "Program Manager" means Program Management Group, L.L.C.

1.36. "Project" means the Improvements and the Land.

1.37. "Project Manager" means the project manager or construction manager who executes the Project Manager Agreement.

1.38. "Project Manager Agreement" means the agreement between the Contracting Party and the Project Manager regarding the Improvements.

1.39. "Resolution" means the Resolution of the Board described within Paragraph A of the Recitals hereof.

1.40. "Termination Event" shall mean the occurrence of any of the following:

1.40.1. Breach of Covenants. Failure by the Contracting Party in the punctual performance or observation of any covenant or agreement on its part in this Agreement, and such default shall have continued for a period of thirty (30) days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the Contracting Party by the Board.

1.40.2. Representations and Warranties. Any representation, statement, certificate, schedule or report made or furnished to the Board by the Contracting Party proves to be false or materially misleading at the time of the making thereof; or any warranty ceases to be complied with in any material respect, and Contracting Party fails to take or cause to be taken corrective measures satisfactory to the Board within thirty (30) business days after receipt of written notice from the Board relating to the particular Termination Event.

1.40.3. Insolvency. The Contracting Party shall (i) apply for or consent to the appointment of a receiver, trustee or a liquidator of the Contracting Party or its properties; (ii) admit in writing the inability to pay its debts as they mature; (iii) make a general assignment for the benefit of creditors; (iv) commence any proceeding relating to the bankruptcy, reorganization, liquidation, receivership, conservatorship, insolvency, readjustment of debt, dissolution or liquidation of the Contracting Party; or (v) becomes insolvent.

1.41. "Vision Authority" means Tulsa Vision Authority, an Oklahoma public trust.

1.42. "Vision Authority Resolution" has the meaning set forth within paragraph E of the Recitals hereof.

2. OBLIGATION OF BOARD TO MAKE ADVANCES. The Board shall cause its Depository to make Advances for the use and benefit of the Contracting Party for a portion of the costs of the design, acquisition, construction, equipping and furnishing of the Improvements described within Exhibit "A" hereto, subject to and in accordance with the terms and provisions of this Agreement; provided, however, the total amount of Advances shall not exceed the Maximum Amount of Advances. In the event the Contracting Party expends funds other than Advances hereunder in the acquisition, construction, equipping and furnishing of the Project, such expenditures shall not reduce the Contracting Party Amount or the aggregate amount of Advances available to the Contracting Party hereunder.

3. CONDITIONS PRECEDENT TO THE BOARD'S OBLIGATION TO MAKE THE INITIAL ADVANCE. It is expressly agreed that the Board shall not be obligated to make the initial Advance hereunder until the following conditions have been satisfied, unless waived by the Board at its sole discretion. In the event the Board elects to waive any requirements or conditions contemplated herein with regard to the initial Advance, such waiver shall not preclude the Board from thereafter requiring full and complete performance of all terms, conditions and requirements with regard to any subsequent Advance.

3.1. The Board has received the following documents:

3.1.1. Approved Budget;

3.1.2. Written detailed description of the Project;

3.1.3. Construction Schedule;

3.1.4. Opinion of Contracting Party's Counsel;

3.1.5. Copy of Project Manager Agreement, if any;

3.1.6. Copies of all other then-existing agreements executed by the Contracting Party in connection with the acquisition, construction, equipping and furnishing of the Project;

3.1.7. Such other documents, certificates and instruments in connection with the Project, in form and substance satisfactory to the Board or its Program Manager as the Board or its Program Manager may reasonably request.

3.2. The representations and warranties set forth within Section 7 hereof shall be true and correct on and as of the date of the initial Advance with the effect as if made on such date.

3.3. No Termination Event exists under this Agreement.

4. CONDITIONS PRECEDENT TO BOARD'S OBLIGATION TO MAKE CONSTRUCTION ADVANCES. It is expressly agreed that the Board's obligation to make any Construction Advance shall be subject to satisfaction of the following conditions, unless waived by the Board at its sole discretion. In the event the Board elects to waive any requirements or conditions contemplated herein with regard to any such Construction Advance, such waiver shall not preclude the Board from thereafter requiring full and complete performance of all terms, conditions and requirements with regard to any subsequent Advance.

4.1 All conditions for all previous Advances must be satisfied or expressly waived in writing by the Board as of the date of the pending Construction Advance.

4.2 The Board has received the following documents:

4.2.1. Copy of Architect/Engineer Agreement, if any;

4.2.2. Plans;

4.2.3. Copy of all Construction Contracts;

4.2.4. Copy of all Governmental Approvals;

4.2.5. All amendments to documents previously delivered to the Board by the Contracting Party hereunder; and

4.2.6. Copy of all insurance policies required by Section 11 hereof or certificates that such insurance is in full force and effect;

4.2.7 Copy of Payment and Performance Bonds;

4.2.8. Copy of all Bidding Documents;

4.2.9. Copies of all then-existing agreements executed by the Contracting Party in connection with the acquisition, construction, equipping and furnishing of the Project, not previously submitted to the Board;

4.2.10. Such other documents, certificates and instruments in connection with the Project, in form and substance satisfactory to the Board or its Program Manager as the Board or its Program Manager may reasonably request.

4.3. The Construction Advance complies and is in accordance with the Approved Budget.

4.4 The representations and warranties set forth within Section 7 hereof shall be true and correct on and as of the date of the pending Construction Advance with the effect as if made on such date.

4.5 No Termination Event exists under this Agreement.

5. CONDITIONS PRECEDENT TO BOARD'S OBLIGATION TO MAKE NON-CONSTRUCTION ADVANCES. It is expressly agreed that the Board's obligation to make any Non-Construction Advance shall be subject to satisfaction of the following conditions, unless waived by the Board at its sole discretion. In the event the Board elects to waive any requirements or conditions contemplated herein with regard to any such Non-Construction Advance, such waiver shall not preclude the Board from thereafter requiring full and complete performance of all terms, conditions and requirements with regard to any subsequent Advance.

5.1. All conditions for all previous Advances must be satisfied or expressly waived in writing by the Board as of the date of the pending Non-Construction Advance.

5.2. The Board has received the following documents.

5.2.1. All amendments to documents previously delivered to the Board by the Contracting Party hereunder; and

5.2.2. Such other documents, certificates and instruments in connection with the Project, in form and substance satisfactory to the Board or its Program Manager as the Board or its Program Manager may reasonably request.

5.3. The Non-Construction Advance complies and is in accordance with the Approved Budget.

5.4. The representations and warranties set forth within Section 7 hereof shall be true and correct on and as of the date of the pending Non-Construction Advance with the effect as if made on such date.

5.5. No Termination Event exists under this Agreement.

6. DISBURSEMENT PROCEDURE. Subject to compliance by the Contracting Party with all the terms, provisions and conditions of this Agreement, including, but not limited to, the conditions precedent set forth within Sections 3, 4 and 5 hereof, the Board will cause its Depository to disburse sums to the Contracting Party, or to the appropriate payee, for the purpose of paying Costs of Construction items specified in the Approved Budget, in accordance with the following procedures:

6.1. Request for Construction Advance. Not less than fifteen (15) business days before the date on which the Contracting Party desires a Construction Advance, but not more frequently than monthly, the Contracting Party shall submit to the Board a Construction Advance Request, which shall be accompanied by the following:

6.1.1. Application and Certificate for Payment dated as of the date of the Request for Advance;

6.1.2. Billing statements, vouchers and invoices, in form and content satisfactory to the Board, with regard to items that are the subject of the Construction Advance Request;

6.1.3. If the Construction Advance is for the purpose of reimbursing the Contracting Party for Costs of Construction previously paid by the Contracting Party, evidence satisfactory to the Board of such prior payment;

6.1.4. If requested by the Board, appropriate waivers of lien rights, in form and content satisfactory to the Board and its legal counsel, executed and acknowledged by all Contractors, sub-contractors, laborers and materialmen who have furnished labor or materials relating to the Improvements;

6.1.5. Authorization and Certification of Project Manager.

6.2. Request for Non-Construction Advance. Not less than fifteen (15) business days before the date on which the Contracting Party desires a Non-Construction Advance, but not more frequently than monthly, the Contracting Party shall submit to the Board a Non-Construction Advance Request, which shall be accompanied by the following:

6.2.1. Billing statements, vouchers and invoices, in form and content satisfactory to the Board, with regard to items that are subject of the Non-Construction Advance Request;

6.2.2. If the Non-Construction Advance is for the purpose of reimbursing the Contracting Party for Costs of Construction previously paid by the Contracting Party, evidence satisfactory to the Board of such prior payment.

6.3. Board's Inspection. If, for any reason, the Board or its Program Manager deems it necessary to cause the Project to be examined by the Program Manager prior to making any Advance, it shall have a reasonable time within which to do so. The Board and its Program Manager shall have the right, upon reasonable prior notice, to enter the Project at all reasonable times for the purpose of examining and inspecting the Project. The Board and its Program Manager shall also have the right at all reasonable times to examine the books and records of the Contracting Party regarding the Project.

6.4. Disbursements. Upon receipt by the Board of the items required by Sections 3, 4, 5, 6.1 and 6.2 hereof, or as soon thereafter as all conditions precedent to the requested Advance have been satisfactorily met, including delivery to the Board of an Authorization and Certificate of Program Manager, the Board shall cause its Depository to disburse to the Contracting Party, or to the appropriate payee, for Costs of Construction the amount of the requested Advance.

6.5. Maximum Amount of Advances. The total amount of all Advances under this Agreement shall not exceed the Maximum Amount of Advances.

6.6. Date after which Advances Cease. Notwithstanding anything herein to the contrary, the Board shall have no duty to make or cause the making of Advances hereunder to the Contracting Party after April 1, 2017.

6.7. Advances Solely from Excess Sales Tax. All Advances hereunder shall be made by the Board solely from Excess Sales Tax proceeds.

6.8. Advances Subject to Annual Appropriation. It is hereby acknowledged that under applicable Oklahoma law, the Board may not become obligated beyond its fiscal year (July 1 through June 30), and therefore, the covenants made herein by the Board shall be on a year-to-year basis. The Board's obligation to make Advances is subject to the availability of funds and annual appropriations thereof by the Board.

6.9. Subordination of Obligation to Make Advances. The Board's obligation to make Advances is fully subordinate to the Board's obligation to make payments of the sales tax proceeds pursuant to projects agreements between the Board and the Tulsa County Industrial Authority securing the payment of bonds issued by such Authority.

6.10. Construction Retainage. An amount equal to five percent (5%) of the Maximum Amount of Advances shall be retained by the Board. Such Retainage shall be disbursed upon completion of the construction, equipping and furnishing of the Improvements, provided:

6.10.1. A Construction Advance Request shall have been submitted to the Board with respect to such retainage;

6.10.2. A Certificate of Completion shall have been submitted to the Board, accompanied by a certificate of occupancy for the Improvements and such other written evidence reasonably required by the Board of the approval of the municipality where the Improvements are located, reflecting that the Improvements in their entirety are available for permanent occupancy;

6.10.3 The written consent of the sureties named within the Payment and Performance Bonds shall have been submitted to the Board.

6.10.4. The Board has received appropriate waivers of lien rights, in form and content satisfactory to the Board and its legal counsel, executed and acknowledged by all Contractors, sub-contractors, laborers and materialmen who have furnished labor or materials relating to the Improvements;

6.10.5. The Contracting Party has complied with all the terms, provisions and conditions of this Agreement; including, but not limited to the conditions precedent and procedures set forth within Sections 3, 4, 5 and 6 hereof;

6.10.6. The representations and warranties set forth within Sections 5, 7 and 8 hereof shall be true and correct on the date of disbursement of such retainage; and

6.10.7. No Termination Event exists under the Agreement.

7. REPRESENTATIONS AND WARRANTIES OF CONTRACTING PARTY. The Contracting Party represents and warrants to, and covenants with the Board as follows:

7.1. Existence and Qualification. The Contracting Party is an Oklahoma municipality, validly existing and in good standing under the laws of the State of Oklahoma, and the Contracting Party has all requisite power and authority to own, operate and lease its properties and to carry on its business as presently conducted.

7.2. Authority, Approval and Enforceability. The Contracting Party has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement has been duly executed and delivered on behalf of the Contracting Party and constitutes the legal, valid and binding obligation of the Contracting Party.

7.3. No Violations. Based upon a reasonable investigation, there exist no violations of any statutes, rules, orders, ordinances, regulations or requirements of any Governmental Authorities with respect to the Land, and the anticipated use thereof complies with all applicable statutes, rules, ordinances, regulations or requirements (including, without limitation, zoning, environmental, ecological, landmark and all other applicable categories) affecting the Land.

7.4. Disclosure. The representations and warranties made to the Board by the Contracting Party contain no untrue statements of material facts, and the Contracting Party has not intentionally omitted to disclose any material fact.

7.5. Continuing Nature of Representations. Each of the representations and warranties set forth herein will be true on the date of each Advance hereunder, and the acceptance of any Advance hereunder by the Contracting Party shall be deemed to be a reaffirmation of each and every one of said representations and warranties.

8. REPRESENTATIONS AND WARRANTIES OF BOARD. The Board hereby represents and warrants to, and covenants with the Contracting Party as follows:

8.1. Authority, Approval and Enforceability. The Board has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement has been executed and delivered on behalf of the Board and constitutes a legal and binding obligation of the Board, enforceable against the Board in accordance with its terms.

8.2. Disclosure. The representations and warranties made to the Contracting Party by the Board contain no untrue statement of material fact and the Board has not intentionally omitted to disclose any material fact.

9. REMEDIES. Upon the occurrence of a Termination Event, the Board may, at its option:

9.1. Termination of Advances. Terminate the making of Advances.

9.2. Waiver of Termination Event. The Board may, at its option, by an instrument in writing signed by the Board, waive any Termination Event which shall have occurred and any consequences of such Termination Event and, in such event, the Contracting Party and the Board shall be restored to their former respective rights and obligations hereunder. Any Termination Event so waived shall, for purposes of this Agreement, be deemed to have been cured and not to be continuing; but no such waiver shall extend to any subsequent or other Termination Event or impair any consequence of such subsequent or other Termination Event or any of the Board's rights relating thereto.

9.3. Cumulative Remedies. The remedies herein provided shall be in addition to and not in substitution for the rights and remedies which would otherwise be vested in the Board in law or equity, all of which rights and remedies are specifically reserved by the Board. The remedies herein provided or otherwise available to the Board shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not

constitute a waiver thereof, nor shall use of any of the remedies hereby provided prevent the subsequent or concurrent resort to any other remedy or remedies which by this Agreement or by law or equity shall be vested in the Board. As a condition to any Advance after a Termination Event, the Board may require the completion of the Project by methods and in a manner satisfactory to the Board.

10. COMPLETION OF THE PROJECT. The Contracting Party shall complete the construction, equipping and furnishing of the Improvements in accordance with the Plans and submit to the Board a Certificate of Completion on or before April 1, 2017.

11. INSURANCE. The Contracting Party shall, at all times during the construction of the Improvements, maintain or cause the Contractors to maintain in full force and effect Builder's Risk Insurance. In addition, the Contracting Party shall cause the Contractors at all times during the construction of the Project to maintain general liability insurance in an amount reasonably required by the Board and shall cause the Contractors to maintain worker's compensation insurance as required by law.

12. CHANGE ORDERS. The Contracting Party shall deliver to the Board copies of all Change Orders within five (5) business days after the respective dates thereof.

13. AUDIT. The Board shall have the right at all reasonable times during regular business hours to audit or cause the audit of the books and records of the Contracting Party pertaining to the acquisition, construction, equipping and furnishing of the Project and to audit or cause the audit of the administration of the acquisition, construction, equipping and furnishing of the Project.

14. COPIES OF FILED LIENS. The Contracting Party shall deliver to the Board copies of all mechanics', materialmen's or laborers' liens filed against the Improvements or the Land, within five (5) days after the Contracting Party's knowledge thereof.

15. GOVERNMENT REQUIREMENTS AND PUBLIC COMPETITIVE BIDDING ACT. The Contracting Party shall construct the Improvements in accordance with all applicable Government Requirements and shall, in connection therewith, comply with the Oklahoma Public Competitive Bidding Act of 1974 and any amendments thereto.

16. CONSTRUCTION CONTRACTS. The Contracting Party shall at all times comply with the terms and provisions of the Construction Contracts.

17. VISION 2025 SIGNAGE. The Board shall, at all times prior to July 1, 2017, have the right to place a sign or signs upon the Project identifying the Project as a Project funded by Vision 2025 Sales Tax. Such sign or signs and the location thereof shall be subject to the approval of the Contracting Party, which approval shall not be unreasonably withheld or delayed.

18. PAYMENT OF THE COSTS OF BONDS OR NOTES. Pursuant to the Resolution and other resolutions of the Board dated July 7, 2003, the Board has determined that excess funds generated from sales tax totaling \$45,500,000.00 (the "Total Excess Sales Tax") will be available

for the funding of additional projects (including the Project). In the event the Tulsa County Industrial Authority (the "Authority") issues bonds or notes payable from the Total Excess Sales Tax for the purpose of funding any such additional projects, the Contracting Party shall pay to the Authority its proportionate share (2.20%) of (i) the costs of the issuance of such bonds or notes and (ii) the interest accruing on such bonds or notes. The proportionate share of such costs of issuance shall be payable by the Contracting Party on the date of the issuance of such bonds or notes, and the proportionate share of the interest accruing on such bonds or notes shall be payable by the Contracting Party on the dates interest is due thereon. It is hereby acknowledged that under applicable Oklahoma law, the Contracting Party may not become obligated beyond its fiscal year (July 1 through June 30), and therefore, such payment obligations of the Contracting Party shall be on a year-to-year basis. The Contracting Party's obligation to make such payments is subject to the availability of funds and annual appropriations thereof by the Contracting Party.

19. GENERAL CONDITIONS. The following conditions shall be applicable throughout the term of this Agreement.

19.1. Nonwaiver. No Advance hereunder shall constitute a waiver of any of the conditions of the Board's obligation to make further Advances, nor, in the event the Contracting Party is unable to satisfy any such condition, shall any such waiver have the effect of precluding the Board from thereafter declaring such inability to be a Termination Event as hereinabove provided.

19.2. The Board's Satisfaction. All proceedings taken in connection with the transactions provided for herein and all documents required or contemplated by this Agreement must be reasonably satisfactory to the Board.

19.3. Establishment of Facts. If any condition of this Agreement requires the submission of evidence of the existence or nonexistence of a specified fact or facts or implies as a condition the existence or nonexistence, as the case may be, of such fact or facts, the Board shall, at all times, be free to independently establish to its satisfaction and in its absolute discretion such existence or nonexistence.

19.4. Relationship of Parties. The Board is neither a partner nor joint venturer with the Contracting Party or any other party in connection with the Project. The Board shall not in any way be liable or responsible by reason of the provisions hereof, or otherwise, for the payment of any claims growing out of the construction of the Improvements or the Land.

19.5. Conditions for Exclusive Benefit of the Board. All conditions of the obligations of the Board to make Advances hereunder are imposed solely and exclusively for the benefit of the Board and its assigns, and no other person shall have standing to require satisfaction of such conditions in accordance with their terms and no other person shall, under any circumstances, be deemed to be beneficiary of such conditions.

19.6. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid or sent by telegram, addressed as follows:

Tulsa County:

Board of County Commissioners
500 South Denver
Tulsa OK 74103
Attn: Chairman

Contracting Party:

City of Sand Springs, Oklahoma
P. O. Box 338
Sand Springs OK 74063
Attn: City Manager

The parties hereto may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. The above addresses may be changed at any time upon written notice of such change sent by United States mail, postage prepaid to the other parties by the party effecting the change.

19.7. Amendment; Waiver. This Agreement may not be amended, modified, waived, discharged or terminated in any way, except by an instrument in writing executed by all parties hereto; PROVIDED, HOWEVER, the Board may, in writing: (i) extend the time for performance of any of the obligations of the Contracting Party; (ii) waive any Termination Event by the Contracting Party; and (iii) waive the satisfaction of any condition that is precedent to the performance of the Board's obligations under this Agreement. In the event of a waiver of a Termination Event by the Board, such specific Termination Event shall be deemed to have been cured and not continuing, but no such waiver shall extend to any subsequent or other Termination Event or impair any consequence of such subsequent or other Termination Event.

19.8. Rights and Remedies. In the event of a breach of any of the covenants or agreements hereof by a party hereto, the other parties hereto shall be entitled to enforce and exercise all options, rights and remedies, jointly or in the alternative, provided by the Agreement, law or equity.

19.9. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Oklahoma and shall be construed by and governed in accordance with the laws of the State of Oklahoma.

19.10. Third Party Beneficiary. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto, and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

19.11. Prohibition Against Assignment. The Contracting Party shall not assign or transfer voluntarily or by operation of law or otherwise dispose of this Agreement or any rights hereunder, or any monies, property or funds deposited with the Board. An assignment or transfer in violation of this provision shall be invalid, and an assignment or transfer by operation of law shall be deemed to be an invalid transfer.

19.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, with any and all prior agreements and understandings being merged herein.

19.13. Captions and Paragraph Headings. The captions and paragraph headings contained herein are included for convenience only and shall not be construed or considered a part hereof nor affect in any manner the construction or interpretation hereof

19.14. Time of Essence. Time is of the essence of this Agreement.

19.15. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

19.16. Severability. Should any clause or provision of this Agreement be invalid or void for any reason, such invalid or void clause shall not adversely affect the remainder of this Agreement, and such remainder shall remain in full force and effect.

19.17. Invalidity of Provisions. If any term or provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof. If any provision of this Agreement is held invalid or unenforceable because the fulfillment of such provision would involve exceeding the limit of validity prescribed by law, then upon the occurrence of such circumstances, the obligation to be fulfilled shall be reduced to the limit of validity prescribed by law. If the provision of this Agreement which is found to be invalid or unenforceable cannot be modified so as to be enforceable under existing laws, this Agreement shall be construed and enforced as if such provision had not been included herein.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

"Contracting Party"

THE CITY OF SAND SPRINGS, OKLAHOMA,
a municipal corporation

Date: _____

By: _____

Contract amount approved by the Sand Springs City Council on the _____ day of _____, 2015.

By: _____

ATTEST:

City Clerk

APPROVED:

City Attorney

"Board"

BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY

By _____
Name _____
Title Chairman

EXHIBIT "A"
DESCRIPTION OF IMPROVEMENTS

River City Park improvements and expressway corridor enhancements.

EXHIBIT "B"

DESCRIPTION OF LAND

River City Park, 2500 River City Park Road, Sand Springs, Oklahoma, and Sand Springs Expressway (Highway 412/64) corridor within Sand Springs, Oklahoma.

EXHIBIT "C"

AUTHORIZATION AND CERTIFICATE OF PROGRAM MANAGER

With a reference to the attached Advance Request in connection with the Sand Springs River City Park and Expressway Corridor Project (the "Project"), I, the designated Program Manager in respect to the Project hereby find, certify and state with respect to the attached Advance Request, as follows:

- (a) The person, firm, corporation, partnership, or otherwise, to which payment is due has been properly entered in this form and to my knowledge constitutes an accurate identification of the creditor; and
- (b) the payment is a bona fide Cost of Construction as such term is defined in the Agreement; and
- (c) the amount to be paid is correct and accurate in accordance with the invoice and/or statement submitted by the Contracting Party; and
- (d) the obligation in the stated amount has been incurred by the Contracting Party and that each item thereof is a proper charge, and that payment of such obligation has not theretofore been made; and
- (e) that, to the best of my knowledge, after investigation and due inquiry, insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the construction of the Project or delivered at the site of the Project for that purpose, or delivered for storage or fabrication at a place or places approved by the Contracting Party and same is under control of the Contracting Party, or is a progress payment due on equipment being fabricated to order.
- (f) that certain Capital Improvements Agreement dated _____, 2016, by and between the Contracting Party and the Board of County Commissioners of Tulsa County, Oklahoma relating to the Project (the "Agreement") is in full force and effect; that to the best of our knowledge after due inquiry and investigation, no event of default has occurred or is continuing under the terms of the Agreement; all conditions precedent to payment of the requisition set forth in the Agreement have been met; and payment of the requisition is proper pursuant to the terms of such Agreement.

Date: _____

PROGRAM MANAGER

By _____

Authorized Representative

EXHIBIT "D"

AUTHORIZATION AND CERTIFICATE OF PROJECT MANAGER

With reference to the attached Construction Advance Request, the undersigned, _____, as the designated construction architect, engineer or project manager for the City of Sand Springs, Oklahoma (the "Contracting Party") in connection with the Sand Springs River City Park and Expressway Corridor Project (the "Project") hereby finds, certifies and states with respect to the attached Construction Advance Request as follows:

- (a) all construction of the Improvements, as defined in the Capital Improvements Agreement dated _____, 2016, by and between the Contracting Party and the Board of County Commissioners of Tulsa County, Oklahoma, relating to the Project (the "Agreement"), has been done in accordance with the Plans (as defined in the Agreement); and
- (b) the Improvements can be completed in accordance with the Approved Budget (as defined in the Agreement); and
- (c) the persons, firms, corporations, partnerships, or otherwise, to which payment is due has been properly entered in the attached Application and Certificate for Payment and to my knowledge constitutes an accurate identification of the creditors; and
- (d) the payment is a bona fide Cost of Construction as such term is defined in the Agreement; and
- (e) the amount to be paid is correct and accurate in accordance with the invoices and/or statements submitted by the creditor; and
- (f) the obligation in the stated amount has been incurred by the Contracting Party and payment of such obligation has not yet heretofore been made; and
- (g) to the best of my knowledge, after investigation and due inquiry, insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the construction of the Project or delivered at the site of the Project for that purpose, or delivered for storage or fabrication at a place or places approved by the Contracting Party and same is under control of the Contracting Party, or is a progress payment due on equipment being fabricated to order.

Dated: _____

By: Authorized Officer of the [Architect]
[Engineer] [Project Manager]

EXHIBIT "E"
CONSTRUCTION ADVANCE REQUEST

TO: Board of County Commissioners of Tulsa County, Oklahoma
c/o Program Manager

FROM: City of Sand Springs, Oklahoma
Sand Springs, Oklahoma
(the Contracting Party)

Pursuant to the Capital Improvements Agreement dated _____, 2016 (the "Agreement"), by and among the Board of County Commissioners of Tulsa County, Oklahoma (the "Board"), and the City of Sand Springs, Oklahoma (the "Contracting Party"), the Contracting Party hereby requests the Board to cause its Depository to disburse the amount set forth in the attached Application and Certificate for Payment to the parties set forth therein for the account of the Contracting Party.

The Contracting Party does hereby certify to the Board that, as of the date hereof, (i) the representations and warranties of the Contracting Party in the Agreement are hereby ratified and confirmed; (ii) the requested disbursement is for the payment of Costs of Construction as defined in the Agreement; (iii) each obligation described in the attached Application and Certificate for Payment has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project (as defined in the Agreement); (iv) there has not been filed with or served upon the Contracting Party notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to any of the persons, firms or corporations named in the attached Application and Certificate for Payment, which has not been released or will not be released simultaneously with the payment of such obligation; (v) the Agreement is in full force and effect; (vi) no event of default has occurred or is continuing under the terms of the Agreement; and (vii) all conditions precedent to payment of the requested Construction Advance herein have been met and payment of such obligations is proper pursuant to the terms of the Agreement.

Date: _____

CITY OF SAND SPRINGS, OKLAHOMA

By: Authorized Officer of the Contracting Party

APPROVED:
BOARD OF COUNTY COMMISSIONERS
OF TULSA COUNTY, OKLAHOMA

By: _____
Chairman

EXHIBIT "F"

NON-CONSTRUCTION ADVANCE REQUEST

TO: Board of County Commissioners of Tulsa County, Oklahoma

FROM: City of Sand Springs, Oklahoma
Sand Springs, Oklahoma
(the Contracting Party)

Pursuant to the Capital Improvements Agreement dated _____, 2016, (the "Agreement"), by and among the Board of County Commissioners of Tulsa County, Oklahoma (the "Board"), and the City of Sand Springs, Oklahoma (the "Contracting Party"), the Contracting Party hereby requests the Board to cause its Depository to disburse the amount of \$ _____ to the parties set forth below for the following purposes:

Payees

Purposes

The Contracting Party does hereby certify to the Board that, as of the date hereof, (i) the representations and warranties of the Contracting Party in the Agreement are hereby ratified and confirmed; (ii) the requested disbursement is for the payment of Costs of Construction as defined in the Agreement; (iii) each obligation described above has been properly incurred; (iv) the Agreement is in full force and effect; (v) no event of default has occurred or is continuing under the terms of the Agreement; and (vi) all conditions precedent to the payment of the requested Non-Construction Advance herein have been met and payment of such obligations is proper pursuant to the terms of the Agreement.

Date: _____

By: Authorized Officer of the Contracting Party

APPROVED:
BOARD OF COUNTY COMMISSIONERS
OF TULSA COUNTY, OKLAHOMA

By: _____
Chairman



CITY OF SAND SPRINGS

100 E. Broadway St. • P.O. Box 338 • Sand Springs, Oklahoma 74063
Phone: 918.246.2500 • sandspringsok.org

**CITY OF SAND SPRINGS
COUNCIL STAFF REPORT
MEETING DATE: March 14, 2016**

SUBJECT:

**LANDPLAN CONSULTING INCORPORATED-
CONTRACT AMENDMENT NO. 4**

STAFF RECOMMENDATION:

Staff recommends approval and Mayoral signing of the Amendment #4 to Concept Development, Design, Bidding and Construction Phase Services for the Splashpads and Playgrounds

BACKGROUND AND HISTORY:

Landplan Consultants, Inc. (LPCI) was signed earlier this year to provide professional construction inspection services to the Rick Scott Construction (RSC) project- splashpads and playgrounds. We continue to exceed the original timeframe and are in need of additional inspections and administration to close out the project. We continue to experience delays with the contractor (RSC).

Staff and City Attorney have met with Landplan and are trying to closeout this project for an estimated contract price not to exceed \$3,000.00

Currently, RSC is experiencing liquidated damages, and those penalty-funds should cover this additional expense.

BUDGETARY IMPACT:

Expenditure of \$3,000.00 of GO bond funds; GO Bond 2014 Fund; Project No. 411402

COMPILED BY: Gerondale **PRESENTED BY:** Gerondale

ATTACHMENTS:

Amendment No. 4 to Concept Development, Design, Bidding and Construction Phase Services for the Splashpads and Playgrounds

**AMENDMENT NO. 4
TO
CONCEPT DEVELOPMENT, DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES
FOR THE
SPLASHPADS AND PLAYGROUNDS**

THIS AMENDMENT NO. 4, made and entered into this _____ day of _____, 20____ between the City of Sand Springs, Oklahoma, hereinafter referred to as CITY, and LandPlan Consultants, Inc., hereinafter referred to as LANDSCAPE ARCHITECT; said parties being the same who executed the original Agreement for Professional Services, dated the May 19, 2014.

WITNESSETH:

WHEREAS, CITY intends to construct splashpads and playgrounds at River City Park and Pratt-Civitan Park; hereinafter referred to as the PROJECT; and,

WHEREAS, CITY requires additional professional services in connection with the original PROJECT, hereinafter referred to as the SERVICES; and,

WHEREAS, LANDSCAPE ARCHITECT is prepared to provide such SERVICES;

NOW THEREFORE, the CITY and the LANDSCAPE ARCHITECT agree to amend certain items of the original Agreement as follows:

The following particular subsections are added by subsection number. All other particulars stated by the original agreement, and not specifically referenced by this Amendment No. 4, remain in effect and unchanged.

(A) To amend agreement by adding items to those contained herein for the original in "Attachment "B" and amending the items contained Attachment "D" attached herein to the original items:

Item 1—Add to Attachment "B"

Amend Construction Services Phase. Add- Continue providing construction phase services beyond 2.29.16 for the additional time beyond scheduled construction competition date by Rick Scott Construction. Provide limited site inspections on an as-needed basis until the project is completed.

Item 2—Amend Attachment "D"

Add- Additional Construction Administration Hourly estimated maximum fee of \$3,000.00

Hourly Rates

Principal Landscape Architect	\$115/hour
Landscape Architect/Civil Design	\$ 95/hour
Team Designer	\$ 85/hour
Clerical	\$ 55/hour

Item 3--Contract Summary

Original Contract	\$ 98,000.00
Amendment 1	\$ 24,613.50
Amendment 2	\$ 7,500.00
Amendment 3	\$ 7,500.00
Amendment 4	\$ 3,000.00
Total Contract	\$140,613.50

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the City of Sand Springs.

LandPlan Consultants, Inc.



Keith R. Franklin, President

Date 3/1/16

APPROVED: City of Sand Springs, OK (owner)

Mr. Mike Burge, Mayor

Date

APPROVED AS TO FORM:

City Attorney

Date

ATTEST:

City Clerk

Date



CITY OF SAND SPRINGS

100 E. Broadway St. • P.O. Box 338 • Sand Springs, Oklahoma 74063
Phone: 918.246.2500 • sandspringsok.org

**CITY OF SAND SPRINGS
CITY COUNCIL MEMO
MEETING DATE: February 22nd, 2016**

SUBJECT:

2014 CDBG URBAN COUNTY PROGRAM CONTRACT

STAFF Recommendation:

A) Staff recommends **APPROVAL** of the 2014 Community Development Block Grant Contract for acceptance of the Fiscal Year 2014 Tulsa County CDBG Urban County Funds in the amount of \$73,388 to be used for the construction of a new 6-foot wide ADA sidewalk along the south side of 10th Street between Adams Road and North Maple Avenue.

B) Staff recommends approval of a supplemental appropriation in the CDBG- EDIF Fund for an increase to the Revenue- Intergovernmental line item in the amount of \$73,388 and an increase to the Expenditure- CDBG Set Aside 2014 line item in the amount of \$73,388

BACKGROUND AND HISTORY:

The City of Sand Springs is a part of the Tulsa County Community Development Block Grant Urban County Program. The City of Sand Springs is eligible for \$73,388 from Fiscal Year 2014 Tulsa County Urban County Funds. These funds will be combined with Fiscal Year 2015 Tulsa County Urban County Funds in the amount of \$62,323 and some remainder funds from Fiscal Year 2013 Tulsa County Urban County funds in the amount of \$20,199. The total amount available to be used is \$155,910.

This money will be used to complete an approximately 600' stretch of sidewalk on the south side of 10th Street between Adams Rd. and N. Maple Ave. The entire project will be for an approximately 1,100' segment of sidewalk to be constructed. The sidewalk will be a 6' wide ADA compliant sidewalk that will connect to the existing sidewalk along Adams Rd. that was previously built and constructed with CDBG Urban County Funds.

COMPILED BY: Brad Bates

PRESENTED BY: Brad Bates

Attachments:

FY 2014 CDBG Urban County Contract

Contract For Public Improvements For Community Development Block Grant Program

This Contract for Community Development Block Grant ("CDBG") funds is made and entered into this _____ day of March 2016 by and between Tulsa County ("COUNTY"), and the City of Sand Springs ("CITY").

This Contract shall be in effect the 1st day of July, 2015 and shall be in effect through the 30th day of June 2016. The Contract period may be extended by mutual agreement of both parties.

WHEREAS, the Housing and Community Development Act of 1974, as amended (24 U.S.C. 93-383 et seq.), (the "Act"), provides that Community Development Block Grant, ("CDBG"), funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income; and,

WHEREAS, CDBG Regulations 24 CFR 570.307(a) allow counties having a total combined population of 200,000 or more from the unincorporated areas and participating incorporated areas to qualify as an urban county; and,

WHEREAS, a Cooperation Agreement between the County and the City has been executed for the purpose of participation in the Tulsa County Urban County Community Development Block Grant Program for Federal Fiscal Years 2014-2016; and,

WHEREAS, the City desires to enter into a Contract with Tulsa County, as lead entity of the Tulsa County Community Development Block Grant Urban County Program (CFDA 14.218) pursuant to Title I of the Housing and Community Development Act of 1974, as amended; to receive an allocation of FY 2014 Tulsa County CDBG Urban County funds (B-14-UC-40-0001) for the purpose of public improvements;

NOW THEREFORE, the parties do mutually agree as follows:

I. Scope of Services

The City shall be responsible for the construction of a new, 6 ft. wide ADA sidewalk along the south side of East 10th Street between North Adams Road and North Maple Avenue, to meet the objectives of the Community Development Block Grant program in accordance with the terms and conditions as set forth herein.

The City agrees to perform those duties, obligations, and representations contained in its application to Tulsa County and to be bound by the provisions of its application, all amendments thereto and all correspondence relating thereto, which were submitted to and accepted by Tulsa County in contemplation of this contract, said application being incorporated herein and made a part hereof by reference.

II. Budget

The City shall be allocated \$73,388 from Fiscal Year 2014 Tulsa County CDBG Urban County funds.

- a. No property or non-permanent fixtures shall be purchased with CDBG funds.

III. Performance Measurement

The project must be under construction with a Notice To Proceed issued no later than 180 days from the date of approval of this contract by the County. Failure to commence construction within the timeframe may result in withdrawal of CDBG funds by the County for noncompliance of timely expenditure of funds.

IV. Method Of Payment

- a. Payment will be made to the City on either a reimbursement of paid invoices basis or submission of actual payable invoices. The City shall submit a "Request for Funds" form to the program administrator, INCOG for approval and payment by Tulsa County.
- b. City will maintain proper financial records for the project, which the County reserves the right to inspect on a periodic basis.
- c. In no event will the total compensation to be paid hereunder exceed the expressly agreed maximum sum of Seventy-three Thousand, Three Hundred and Eighty-eight dollars (\$73,388) for all services required.

V. Reversion of Assets

After reconciliation of the project books and submittal of remaining unpaid claims to the County, the City shall return any unused CDBG funds within 30 days of the date this agreement terminates or expires.

GENERAL TERMS AND CONDITIONS

Subcontract Notification Provision

None of the work and services covered by this contract may be subcontracted without written consent of the County. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this agreement. In no event will the City incur any obligation on the part of the County.

Modification

This contract is subject to such modification as may be required by federal or state law or regulations. The work and services to be performed and the total contract amount may be modified only upon written agreement of both parties.

Disputes, Interpretation, Remedies

- a. In the event the parties fail to agree on interpretations of this contract, the details of such disagreement shall be forwarded to the legal counsels of both parties for review and recommendation and such recommendations forwarded to HUD, who shall make the final determination.
- b. Neither forbearance nor payment by the County shall be construed to constitute waiver of any remedies for any default or breach by the City that exists then or occurs later.

Severability Clause

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

Hold Harmless Clause

City shall, within limitations placed on such entities by any law, hold harmless the United States government, its agents, officers, and employees and the County, its agents, officers, and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property which injury or damage is legally determined to be caused by any act or omission of City committed within the performance of its duties under this contract. City shall, within limitations placed on such entity by any law, hold harmless the United States government, its agents, officers, and employees and the County, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Laws, to the extent such claims arise out of acts committed in furtherance of this contract. In any agreement with any sub-recipient or any agent for City, City will specify that

such sub-recipient or agents shall hold harmless the United States government, its agents, officers, and employees, and the County its agents, officers and employees for all the herein before described expenses, claims, actions, or amounts recovered, which is legally determined to be caused by this sub-recipient or agent in the performance of their duties relating to this contract.

Personnel

- a. The City represents that it will secure all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County.
- b. The City has full responsibility for payment of worker's compensation insurance, unemployment insurance, social security, state and federal income tax and any other deductions required by law for its employees.
- c. All of the services required hereunder will be performed by the City or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

Termination of Contract for Cause

If, through any cause, the City shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the City shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the City of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In such event, the City shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the City shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the City.

Termination of Contract for Convenience

Either the City or the County may terminate this contract at any time by giving at least 15 days notice in writing to the other party. If the contract is terminated as provided herein, the City will be paid for the services provided and all allowable expenses incurred up to the termination date.

Conflict of Interest

No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any function or responsibility in connection with the planning and carrying out of the program, shall have any personal

financial interest, direct or indirect, in this agreement, and the City shall take appropriate steps to assure compliance.

Interest of City and Employees

The City covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The City further covenants that in the performance of this agreement no person having any such interest shall be employed.

Reports and Information

The City, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to the contract, costs and obligations incurred or to be incurred in connection there with and any other matters covered by this contract.

City shall furnish the County narrative reports and financial reports related to the elements of this contract in the forms and at such times as may be required by the County or federal grantor agencies.

Compliance with Local Laws

The City shall comply with all applicable laws, ordinances and codes of the state and local governments.

Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the City.

Records and Audits

The City shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this contract for at least five (5) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The City shall, as often as deemed necessary by the County, permit authorized representatives of the County and its Auditors, the U.S. Department of Housing and Urban Development, the federal or state Department of Labor and the U.S. Comptroller General to have full access to and the right to fully examine all such materials.

The City shall comply with OMB circulars A-110 and A-122 requirements, where applicable. The OMB circulars are hereby made a part of this contract. The City shall provide a copy of its annual audit to the County for the periods of these CDBG funds within the earlier of 30 days after the City's receipt of the auditor's report or nine months after the end of the audit period.

Federal Funds in Excess of \$750,000

If the City expends \$750,000 or more in a year in Federal awards from all sources, the City shall comply with OMB circular A-133 requirements and have a Single Audit conducted. This OMB circular is hereby made a part of this contract. The City shall provide a copy of its A-133 audit to the County for the periods of these CDBG funds within the earlier of 30 days after the City's receipt of the auditor's report or nine months after the end of the audit period

Anti-Kickback Regulations

The City shall comply with all applicable anti-kickback regulations covered under the Department of Labor Regulation 29 CFR, Part III.

Equal Employment Opportunity

The City shall comply with the following equal opportunity requirements as part of CDBG assurances:

a. Civil Rights Act of 1964, Title VI

City shall comply with Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the grounds of race, religion, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance.

b. Housing and Community Development Act of 1974, Section 109

City shall comply with Section 109 of the Housing and Community Development Act of 1974, which provides that no person in the United States shall on the grounds of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded under the Act.

c. Housing and Urban Development Act of 1968, Section 3

City shall comply with Section 3, which provides that to the greatest extent feasible, training and employment opportunities shall be made available to lower-income residents of the unit of local government or metropolitan area (or non-metropolitan county) in which the project is located and that contracts be awarded to small businesses located within or owned in substantial part by residents of

the same metropolitan area (or non-metropolitan county) as the project.

d. Affirmative Action

City shall take affirmative actions steps to contract with small and minority owned firms and women business enterprises in a part of the requirements of 24 CFR Part 85.36 or 24 CFR Part 570, Sub-part J. Affirmative Actions steps include, but are not limited to, the following:

1. Including qualified small, minority and women business enterprises on solicitation lists.
2. Assuring that small, minority and women business enterprises are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, minority and women business enterprises participation.
4. Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority and women business enterprises.
5. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the U.S. Department of Commerce and the local minority business development center that assists with management and technical aspects and maintains a directory of minority contractors, suppliers and vendors.

Labor Standards

- a. The City shall comply with the requirements of Davis-Bacon Act (40 USC Section 276a-276a-5), which requires payment of the prevailing wage for the locality to workers on construction contracts over \$2,000. Housing rehabilitation projects of fewer than eight units are exempt. Regulations are at 29 CFR, Part 5. The City further certifies that it shall include in its bidders' packages the U.S. Department of Labor Wage Determination List and a statement that the Contractor and any subcontractors must comply with these wage rates in performance of the work required.
- b. Copeland (Anti-Kickback) Act (18 USC Section 874, 40 USC Section 176c), which applies to all contracts covered by Davis-Bacon and provides that workers

must be paid weekly, with only permissible deductions allowed. Regulations are at 29 CFR, Part 3;

- c. Contract Work Hours and Safety Standards Act (40 USC Section 327, et seq.) which requires overtime compensation. Regulations are at 29 CFR, Part 5.

Acquisition and Relocation

Uniform Relocation Assistance and real Property Acquisition Policies Act of 1970, as amended (P.L. 91-646, P.L. 100-17) Section 305 of Title III and Section 210 of Title II require State and local recipients to comply with real property acquisition and relocation requirements set forth in said Act. Regulations are at 49 CFR, Part 24.

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City shall comply with the provisions of the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services and benefits supported by federal funds.

Americans With Disabilities Act of 1990

City shall comply to the extent required with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabled status in any publicly funded program and activity.

Rehabilitation Act of 1973, Section 504

City shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in any programs or activities receiving federal financial assistance.

IN WITNESS WHEREOF, the City and County have executed this contract as of the date first written above.

City of Sand Springs, Oklahoma

By _____, Mayor

ATTEST:

City Clerk

Approved:

City Attorney

Tulsa County Board of Commissioners

By _____ Chair

ATTEST:

County Clerk

Approved:

District Attorney



CITY OF SAND SPRINGS

100 E. Broadway St. • P.O. Box 338 • Sand Springs, Oklahoma 74063
Phone: 918.246.2500 • sandspringsok.org

**CITY OF SAND SPRINGS
CITY COUNCIL MEMO
MEETING DATE: February 22nd, 2016**

SUBJECT:

2015 CDBG Urban County Program Contract

STAFF Recommendation:

A) Staff recommends approval of the 2015 Community Development Block Grant Contract for acceptance of the Fiscal Year 2015 Tulsa County CDBG Urban County Funds in the amount of \$62,323 to be used for a construction of a new 6-foot wide ADA sidewalk along the south side of 10th Street between Adams Road and North Maple Avenue.

B) Staff recommends approval of a supplemental appropriation in the CDBG-EDIF Fund for an increase to the Revenue- Intergovernmental line item in the amount of \$62,323 and an increase to the Expenditure- CDBG Set Aside 2015 line item in the amount of \$62,323.

BACKGROUND AND HISTORY:

The City of Sand Springs is a part of the Tulsa County Community Development Block Grant Urban County Program. The City of Sand Springs is eligible for \$62,323 from Fiscal Year 2015 Tulsa County Urban County Funds. These funds will be combined with Fiscal Year 2014 Tulsa County Urban County Funds in the amount of \$73,388 and some remainder funds from Fiscal Year 2013 Tulsa County Urban County funds in the amount of \$20,199. The total amount available to be used is \$155,910.

This money will be used to complete an approximately 500' stretch of sidewalk on the south side of 10th Street between Adams Rd. and N. Maple Ave. The entire project will be for an approximately 1,100' segment of sidewalk to be constructed. The sidewalk will be a 6' wide ADA compliant sidewalk that will connect to the existing sidewalk along Adams Rd. that was previously built and constructed with CDBG Urban County Funds.

COMPILED BY: Brad Bates

PRESENTED BY: Brad Bates

Attachments:

FY 2015 CDBG Urban County Contract

Contract For Public Improvements For Community Development Block Grant Program

This Contract for Community Development Block Grant ("CDBG") funds is made and entered into this _____ day of March 2016 by and between Tulsa County ("COUNTY"), and the City of Sand Springs ("CITY").

This Contract shall be in effect the 1st day of July, 2015 and shall be in effect through the 30th day of June 2016. The Contract period may be extended by mutual agreement of both parties.

WHEREAS, the Housing and Community Development Act of 1974, as amended (24 U.S.C. 93-383 et seq.), (the "Act"), provides that Community Development Block Grant, ("CDBG"), funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income; and,

WHEREAS, CDBG Regulations 24 CFR 570.307(a) allow counties having a total combined population of 200,000 or more from the unincorporated areas and participating incorporated areas to qualify as an urban county; and,

WHEREAS, a Cooperation Agreement between the County and the City has been executed for the purpose of participation in the Tulsa County Urban County Community Development Block Grant Program for Federal Fiscal Years 2014-2016; and,

WHEREAS, the City desires to enter into a Contract with Tulsa County, as lead entity of the Tulsa County Community Development Block Grant Urban County Program (CFDA 14.218) pursuant to Title I of the Housing and Community Development Act of 1974, as amended; to receive an allocation of FY 2015 Tulsa County CDBG Urban County funds (**B-15-UC-40-0001**) for the purpose of public improvements;

NOW THEREFORE, the parties do mutually agree as follows:

I. Scope of Services

The City shall be responsible for the construction of a new, 6 ft. wide ADA sidewalk along the south side of East 10th Street between North Adams Road and North Maple Avenue, to meet the objectives of the Community Development Block Grant program in accordance with the terms and conditions as set forth herein.

The City agrees to perform those duties, obligations, and representations contained in its application to Tulsa County and to be bound by the provisions of its application, all amendments thereto and all correspondence relating thereto, which were submitted to and accepted by Tulsa County in contemplation of this contract, said application being incorporated herein and made a part hereof by reference.

II. Budget

The City shall be allocated \$62,323 from Fiscal Year 2015 Tulsa County CDBG Urban County funds.

- a. No property or non-permanent fixtures shall be purchased with CDBG funds.

III. Performance Measurement

The project must be under construction with a Notice To Proceed issued no later than 180 days from the date of approval of this contract by the County. Failure to commence construction within the timeframe may result in withdrawal of CDBG funds by the County for noncompliance of timely expenditure of funds.

IV. Method Of Payment

- a. Payment will be made to the City on either a reimbursement of paid invoices basis or submission of actual payable invoices. The City shall submit a "Request for Funds" form to the program administrator, INCOG for approval and payment by Tulsa County.
- b. City will maintain proper financial records for the project, which the County reserves the right to inspect on a periodic basis.
- c. In no event will the total compensation to be paid hereunder exceed the expressly agreed maximum sum of Sixty-two Thousand, Three Hundred and Twenty-three dollars (\$62,323) for all services required.

V. Reversion of Assets

After reconciliation of the project books and submittal of remaining unpaid claims to the County, the City shall return any unused CDBG funds within 30 days of the date this agreement terminates or expires.

GENERAL TERMS AND CONDITIONS

Subcontract Notification Provision

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Modification

This contract is subject to such modification as may be required by federal or state law or regulations. The work and services to be performed and the total contract amount may be modified only upon written agreement of both parties.

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- a. In the event the parties fail to agree on interpretations of this contract, the details of such disagreement shall be forwarded to the legal counsels of both parties for review and recommendation and such recommendations forwarded to HUD, who shall make the final determination.
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such sub-recipient or agents shall hold harmless the United States government, its agents, officers, and employees, and the County its agents, officers and employees for all the herein before described expenses, claims, actions, or amounts recovered, which is legally determined to be caused by this sub-recipient or agent in the performance of their duties relating to this contract.

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- b. The City has full responsibility for payment of worker's compensation insurance, unemployment insurance, social security, state and federal income tax and any other deductions required by law for its employees.
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If, through any cause, the City shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the City shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the City of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In such event, the City shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any function or responsibility in connection with the planning and carrying out of the program, shall have any personal

financial interest, direct or indirect, in this agreement, and the City shall take appropriate steps to assure compliance.

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The City shall comply with OMB circulars A-110 and A-122 requirements, where applicable. The OMB circulars are hereby made a part of this contract. The City shall provide a copy of its annual audit to the County for the periods of these CDBG funds within the earlier of 30 days after the City's receipt of the auditor's report or nine months after the end of the audit period.

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City shall comply with Section 3, which provides that to the greatest extent feasible, training and employment opportunities shall be made available to lower-income residents of the unit of local government or metropolitan area (or non-metropolitan county) in which the project is located and that contracts be awarded to small businesses located within or owned in substantial part by residents of

the same metropolitan area (or non-metropolitan county) as the project.

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5. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the U.S. Department of Commerce and the local minority business development center that assists with management and technical aspects and maintains a directory of minority contractors, suppliers and vendors.

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- b. Copeland (Anti-Kickback) Act (18 USC Section 874, 40 USC Section 176c), which applies to all contracts covered by Davis-Bacon and provides that workers

must be paid weekly, with only permissible deductions allowed. Regulations are at 29 CFR, Part 3;

- c. Contract Work Hours and Safety Standards Act (40 USC Section 327, et seq.) which requires overtime compensation. Regulations are at 29 CFR, Part 5.

Acquisition and Relocation

Uniform Relocation Assistance and real Property Acquisition Policies Act of 1970, as amended (P.L. 91-646, P.L. 100-17) Section 305 of Title III and Section 210 of Title II require State and local recipients to comply with real property acquisition and relocation requirements set forth in said Act. Regulations are at 49 CFR, Part 24.

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City shall comply with the provisions of the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services and benefits supported by federal funds.

Americans With Disabilities Act of 1990

City shall comply to the extent required with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabled status in any publicly funded program and activity.

Rehabilitation Act of 1973, Section 504

City shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in any programs or activities receiving federal financial assistance.

IN WITNESS WHEREOF, the City and County have executed this contract as of the date first written above.

City of Sand Springs, Oklahoma

By _____, Mayor

ATTEST:

City Clerk

Approved:

City Attorney

Tulsa County Board of Commissioners

By _____ Chair

ATTEST:

County Clerk

Approved:

District Attorney



CITY OF SAND SPRINGS

100 E. Broadway St. • P.O. Box 338 • Sand Springs, Oklahoma 74063
Phone: 918.246.2500 • sandspringsok.org

**CITY OF SAND SPRINGS
COUNCIL STAFF REPORT
MEETING DATE: March 14, 2016**

SUBJECT:

SPLASHPAD OPERATIONAL GUIDELINES/POLICY

STAFF RECOMMENDATION:

Approval of the Park Advisory Board Recommendation

BACKGROUND AND HISTORY:

As our two splashpads become operational in May, staff is proposing this set of guidelines/policy for public operation and maintenance of these two sites. We have reviewed several other community's approaches to this matter and have customized ours to meet expected use and maintenance. The sites would be open from the first week of May through the last week of September; 9am-9pm; 7 days/ week. There is no admission or rental charge contemplated at this time.

We feel this is a good starting point as staff begins to gain experience in operations, cleaning and maintenance.

This item was reviewed at the March 7th Parks Advisory Board meeting and passed 7-0-0 in favor. It is our pleasure to forward you this board's recommendation.

BUDGETARY IMPACT: None at this time.

COMPILED BY: Gerondale **PRESENTED BY:** Gerondale

ATTACHMENTS:

Memo to Parks Advisory Board; Splash Pad Operational Guidelines

MEMO



To: Sand Springs Parks Advisory Board Members
From: Grant Gerondale, Director of Parks
Subject: Splashpad Operational Guidelines/Policy
Date: March, 1, 2016

Discussion

After nearly a year of construction, across two (2) separate splash pad project sites- we are now prepared for operational status later this spring. Staff has compared various other splash pad procedures and practices and refined this set to match our park system and our community's needs. What is offered here places our splash pads in operation from May through September; 9am-8pm 7 days/week.

We feel this is a good starting point for these new amenities as we begin to gain experience in operations, cleaning and routine maintenance. We are anxious to meet public expectations for these wonderful new amenities.

Recommendation

Staff would recommend approval of these operational guidelines.

Please let me know if I can provide additional information regarding this subject.

Thank you.

A handwritten signature in blue ink, appearing to read "Grant Gerondale", is written over the typed name and title.

Grant Gerondale
Director, Parks and Recreation
City of Sand Springs



SPLASH PAD OPERATIONAL GUIDELINES

OVERVIEW

The Sand Springs Parks Department is charged with operation and maintenance of two (2) flow-through splash pads, designed for public use. These operational guidelines are intended to provide clear guidelines and expectations for staff and the general public. This policy sets forth the level of maintenance; access by the public and addresses rental fees for both splash pads. This policy shall have the full review of the Sand Springs Parks Advisory Board and gain approval by the City of Sand Springs City Council before implementation. This policy may be amended over time.

SPLASH PAD NAMES & LOCATION

Pratt Civitan Park Splash Pad is located within the southern portion of Pratt Civitan Park (306 W. 43rd Street).

Sand Springs Rotary Supersplash is located within the middle portion of River City Park (2160 S. River City Park Road). This splash pad has benefitted by private matching contributions during construction from the Sand Springs Rotary Club, and a Title Sponsorship Agreement is in place to allow naming rights (Rotary) for this public splash pad feature.

SIZE & CAPACITY

- ❖ Pratt Civitan Park is approximately 2,625 sq' of wet surface area and may hold between 25-50 children, ages 2 to 15. (*actual capacity calculations are for general purposes only)
- ❖ Sand Springs Rotary Supersplash is approximately 3,628 sq' of wet surface area and may hold between 40-70 children, ages 2-15. (*actual capacity calculations are for general purposes only)

ANNUAL SEASON & HOURS OF OPERATION

The typical season for operation for both pads will begin the first week of May of each year and conclude during the last week of September of that year. This season can be temporarily adjusted, if warranted, by the City of Sand Springs Parks Department but will require Parks Director and/or City Manager approval.

Hours of operation during the regular season will be from 9am until 9pm, seven days of the week including holidays. The splash pad's electronic (programmable) control system allows parks staff to control the public's operational use of both sites.

RENTAL FEES

The splashpad shall be in full, public use at all times. Revenue generation is not a goal of the splashpads operation at this time, however at Pratt Civitan Park shelter rental will be available. Those fees shall be included in park rental fees policy.

MAINTENANCE BY STAFF

Splashpads require regular maintenance to ensure safety and good public use and enjoyment. Maintenance will vary depending on loading; size and climate. Parks staff will strive to meet the following splash pad maintenance guidelines, and will implement an "on call" rotation to cover weekends and holidays:

Beginning of Season

- ✓ Inspect all (stored) upright features for installation
- ✓ Inspect major components and piping for signs of wear or damage
- ✓ Power wash (gentle) concrete surfaces
- ✓ Inspect & clean filter/screen assembly

Daily (Monday-Friday)

- ✓ Remove debris from the wet deck surface areas; drain; bridge at Civitan and basket.
- ✓ Keep the splash pad area clean of any debris, dirt, grass & leaves, gum

Monthly

- ✓ Clean spray nozzles and spray heads from hair, grass & dirt
- ✓ Inspect & clean solenoid valves
- ✓ Inspect & clean filter/screen assembly
- ✓ Check water pressure on system and check for leaks, drips
- ✓ Verify sequence on controller to assure that everything is functioning as designed
- ✓ Check diverter valve/box assembly at Civitan Park

End of Season

- ✓ Inspect all major components and piping for signs and wear, damage, leaks
- ✓ Inspect & clean filter/screen assembly
- ✓ Drain system of water, winterize
- ✓ Remove any upright features and store indoors

Temporary Closures:

When warranted, staff have the authority to temporarily close a splash pad for maintenance or unsafe conditions. Such conditions may include:

- ✓ Vandalism
- ✓ Waste within and around the wet zone
- ✓ Control panel malfunction
- ✓ Any other condition deemed to jeopardize public safety or the integrity of the splash pad

SPLASH PAD RULES OF CONDUCT

- Pedestrian use only, NO skateboards, bicycles, roller skates or similar not allowed.
- Children age 12 and under must be supervised by an adult
- Children requiring diapers must wear swim diapers
- Footwear recommended, surfaces may be slippery when wet
- No tobacco, food, gum or drinks on wet zones of splash pad
- Glass containers strictly prohibited
- No pets allowed
- No running, pushing or shoving
- No lifeguard on duty
- In case of emergency, call 9-1-1
- In case of problems with splash pad, please call Parks office at (918) 246-2661
- Other City Ordinances Apply

AFFIDAVIT OF FINANCE DIRECTOR
FOR BILLS AND SALARIES STATEMENT

I, the undersigned, am the duly appointed and acting Finance Director/ Treasurer, in and for the City of Sand Springs, Oklahoma, and upon oath do depose and say that each purchase order listed in the attached statement for bills and salaries was itemized in detail, verified and filed for allowance with the amount shown thereon pursuant to the Statutes of the State of Oklahoma and requirements of the Charter and Ordinances of the City of Sand Springs, Oklahoma: that each purchase order has indicated thereon that all items have been delivered and/or the services have been rendered and that each purchase and contract was made pursuant to all applicable law and the Charter and Ordinances of the City of Sand Springs, Oklahoma, so help me God.

Kelly A Lamberson

Kelly A. Lamberson
Finance Director / City Treasurer

Subscribed and sworn to before me this 9th day of

March, 20 16.



Janice L. Almy
Notary Public

My Commission Expires _____

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

03/14/2016

210 GENERAL FUND

PI3966	ADMIRAL EXPRESS INC	PAPER,RELAY MP 8.5X11	1,119.60
002400	AMERICAN MUNICIPAL SERVICES CORP	AMERICAN MUN SRVCS	349.25
PR0219	FRATERNAL ORDER OF POLICE	PPE 02/12/2016	725.00
PR0304	FRATERNAL ORDER OF POLICE	PPE 02/26/2016 PP#05	725.00
PI4166	INDUSTRIAL MAINTENANCE SUPPLY INC	776CAR-CLNR-DISIN GL CLEA	1,384.00
PI4167	INDUSTRIAL MAINTENANCE SUPPLY INC	CLNR-DISIN GL CLEAR LEMON	1,444.10
PI4168	INDUSTRIAL MAINTENANCE SUPPLY INC	15- DISP-SOAP 1000ML NXT	205.80
PR0219	INT'L ASSOC OF FIREFIGHTERS	PPE 02/12/2016	673.00
PR0304	INT'L ASSOC OF FIREFIGHTERS	PPE 02/26/2016 PP#05	673.00
002445	LEGAL SHIELD	LEGAL SHIELD	290.05
002449	NEOFUNDS BY NEOPOST	JAN 2016-POSTAGE	410.92
PR0219	OKLAHOMA FIREFIGHTERS PENSION BRD	PPE# 02/12/16	17,566.00
PR0304	OKLAHOMA FIREFIGHTERS PENSION BRD	PPE 02/26/16 CONTRIBUTION	17,579.89
PR0219	OKLAHOMA POLICE PENSION	PPE 02/12/2016	12,834.26
PR0304	OKLAHOMA POLICE PENSION	PPE 02/26/16 CONTRIBUTION	13,034.89
PR0219	SS FIREFIGHTERS STATION FUND	PPE 02/12/2016	258.50
PR0304	SS FIREFIGHTERS STATION FUND	PPE 02/26/2016 PP#05	258.50
PR0219	TULSA AREA UNITED WAY INC	PAYROLL SUMMARY	162.43
PR0219	TULSA AREA UNITED WAY INC	PAYROLL SUMMARY	167.45
PR0304	TULSA AREA UNITED WAY INC	PAYROLL SUMMARY	162.43
PR0304	TULSA AREA UNITED WAY INC	PAYROLL SUMMARY	167.45
	TOTAL		70,191.52

MUNICIPAL COURT

160053	EXPRESS SERVICES INC	TEMP LABOR W/E 01.31.16	496.65
160723	OKLAHOMA MUNICIPAL ASSURANCE GROUP	4TH QTR PYMNT-WORK COMP	642.42
160207	SUNGARD PUBLIC SECTOR INC	MAINT AGREMNT 3.01TO3.31	883.38
	MUNICIPAL COURT ADMINISTRATION TOTAL		2,022.45

CITY MANAGER

160723	OKLAHOMA MUNICIPAL ASSURANCE GROUP	4TH QTR PYMNT-WORK COMP	1,320.80
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**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

03/14/2016

CITY MANAGER ADMINISTRATION TOTAL

1,320.80

CITY CLERK

160723	OKLAHOMA MUNICIPAL ASSURANCE GROUP	4TH QTR PYMNT-WORK COMP	497.91
	CITY CLERK CITY CLERK TOTAL		497.91

GENERAL ADMINISTRATION

160793	BURDGE, MIKE	MCO CONGRESS OF MAYORS	93.96
160852	BURDGE, MIKE	OML/MCO BRD MTING100715	127.95
160851	BURDGE, MIKE	OML/MCO BRD MEETING1.6.16	120.60
160854	BURDGE, MIKE	OML/MCO BRD MTGS-12.02.15	127.95
160853	BURDGE, MIKE	OML/MCO BRD MTGS-AUG 2015	127.95
160794	FOTHERGILL, JOHN	MCO CONGRESS OF MAYORS	93.96
160922	JRW INC D/B/A FINANCIAL EQUIP	SHREDDER SRV CNTR2016/17	316.00
160298	METRO TULSA TRANSIT CO	JAN,FEB,MAR 2016-PER CNTR	11,220.00
	GENERAL ADMINISTRATION GENERAL ADMINISTRATION TOTAL		12,228.37

PLANNING & DEVELOPMENT

160723	OKLAHOMA MUNICIPAL ASSURANCE GROUP	4TH QTR PYMNT-WORK COMP	501.01
	PLANNING & DEVELOPMENT ADMINISTRATION TOTAL		501.01

HUMAN RESOURCES

160723	OKLAHOMA MUNICIPAL ASSURANCE GROUP	4TH QTR PYMNT-WORK COMP	537.36
	HUMAN RESOURCES ADMINISTRATION TOTAL		537.36

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

03/14/2016

FINANCE

160459	LAMBERSON, KELLY	2015 OMCTFOA FALL CONF	74.10
002451	MAILFINANCE INC	ASSESSED TAX 01.01.15	133.42
160116	METRO COMPUTER SOLUTIONS INC	SAVIN/5054 - COPIER OVERA	3.53
160116	METRO COMPUTER SOLUTIONS INC	KYOCERA-CONTRACT BASE	225.00
160723	OKLAHOMA MUNICIPAL ASSURANCE GROUP	4TH QTR PYMNT-WORK COMP	1,468.59
160207	SUNGARD PUBLIC SECTOR INC	MAINT AGREMNT 3.01TO3.31	3,192.61
FINANCE ADMINISTRATION TOTAL			5,097.25

CITY ATTORNEY

160723	OKLAHOMA MUNICIPAL ASSURANCE GROUP	4TH QTR PYMNT-WORK COMP	91.60
160042	WEATHERFORD, DAVID L	GENERAL LEGAL MATTERS	7,150.00
CITY ATTORNEY ADMINISTRATION TOTAL			7,241.60

INFORMATION SERVICES

002435	A T & T	AT&T	765.03
160800	CITRIX SYSTEMS INC	SOFTWARE MAINTENANCE	5,075.00
002432	COX COMMUNICATIONS CENTRAL II INC	COX	5,202.00
002454	COX COMMUNICATIONS CENTRAL II INC	UTILITIES	348.72
160750	NETLINK SOLUTIONS LLC	MARCH MON BILLING-IT FILT	1,406.50
160723	OKLAHOMA MUNICIPAL ASSURANCE GROUP	4TH QTR PYMNT-WORK COMP	471.32
160802	SHI SOFTWARE HOUSE INT'L	WINPRO ALNG UPGRADE	4,462.00
160207	SUNGARD PUBLIC SECTOR INC	MAINT AGREMNT 3.01TO3.31	614.97
INFORMATION SERVICES ADMINISTRATION TOTAL			18,345.54

FACILITIES MANAGEMENT

002404	AMERICAN ELECTRIC POWER	AEP-MASTER	1,586.31
002405	AMERICAN ELECTRIC POWER	AEP-MASTER	177.27
002406	AMERICAN ELECTRIC POWER	AEP-MASTER	511.79
002407	AMERICAN ELECTRIC POWER	AEP-MASTER	213.44
002408	AMERICAN ELECTRIC POWER	AEP-MASTER	97.44
002409	AMERICAN ELECTRIC POWER	AEP-MASTER	244.44

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

03/14/2016

002410	AMERICAN ELECTRIC POWER	AEP-MASTER	156.04
002411	AMERICAN ELECTRIC POWER	AEP-MASTER	125.29
160030	CERTIFIED LABORATORIES	BOILER MAIN CITY HALL	393.79
160032	CHARLES PEST CONTROL INC	FEB MON PEST CONTROL	76.12
160032	CHARLES PEST CONTROL INC	FEB MON PEST CONTROL	12.87
160032	CHARLES PEST CONTROL INC	FEB MON PEST CONTROL	12.87
160032	CHARLES PEST CONTROL INC	FEB MON PEST CONTROL	12.88
160032	CHARLES PEST CONTROL INC	FEB MON PEST CONTROL	61.78
160032	CHARLES PEST CONTROL INC	FEB MON PEST CONTROL	17.30
160032	CHARLES PEST CONTROL INC	FEB MON PEST CONTROL	17.30
160054	FASTENAL	HOLE SAW 2 1/2	21.82
160780	INDUSTRIAL MAINTENANCE SUPPLY INC	DEOD-URINL SCR/WBLK	246.99
160780	INDUSTRIAL MAINTENANCE SUPPLY INC	MOP DUST 5X36 WASH WHITE	84.29
160723	OKLAHOMA MUNICIPAL ASSURANCE GROUP	4TH QTR PYMNT-WORK COMP	828.64
002466	OKLAHOMA NATURAL GAS	ONG UTILITIES	167.84
002467	OKLAHOMA NATURAL GAS	ONG UTILITIES	101.30
002468	OKLAHOMA NATURAL GAS	ONG UTILITIES	261.88
002469	OKLAHOMA NATURAL GAS	ONG UTILITIES	238.98
002470	OKLAHOMA NATURAL GAS	ONG UTILITIES	46.76
002471	OKLAHOMA NATURAL GAS	ONG UTILITIES	326.16
002472	OKLAHOMA NATURAL GAS	ONG UTILITIES	225.05
002473	OKLAHOMA NATURAL GAS	ONG UTILITIES	105.41
002474	OKLAHOMA NATURAL GAS	ONG UTILITIES	116.53
002475	OKLAHOMA NATURAL GAS	ONG UTILITIES	406.83
002476	OKLAHOMA NATURAL GAS	ONG UTILITIES	223.43
160092	PIONEER SECURITY SYSTEMS INC	MAR 16 MNITORING FEE-ANIM	37.00
160207	SUNGARD PUBLIC SECTOR INC	MAINT AGREMNT 3.01TO3.31	614.97
160806	ZEP MANUFACTURING COMPANY, INC.	ZEP HAND CLEANER	187.34
	FACILITIES MANAGEMENT ADMINISTRATION TOTAL		7,958.15

FLEET MAINTENANCE

160017	ATWOODS-SAND SPRINGS	BULK BOLTS	24.37
160019	AUTOZONE	ANTIFREEZE & COOLANT	36.05
160019	AUTOZONE	AGILITY BRAKE CONTROL	122.22
160019	AUTOZONE	HOPKINS ENDURANCE QUICK I	-26.73
160019	AUTOZONE	7 RV BLADE WIRING	28.64
160024	BOB HURLEY FORD LLC	UNIT 154	358.17
160025	BOB MOORE OF TULSA LLC	98 DODGE RAM REPAIR	200.00
160041	DANNY BECK CHEVROLET INC	F-(S) SWIT	33.13
160056	FLEET DISTRIBUTORS EXPRESS	HEADLIGHT BRACKET	175.41

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

03/14/2016

160089	O'REILLY AUTO PARTS - S.S.	COOLANT / COND	7.74
160089	O'REILLY AUTO PARTS - S.S.	AIR,OIL FILTER, WIPER FLD	16.26
160089	O'REILLY AUTO PARTS - S.S.	ABSORBENT	29.96
160089	O'REILLY AUTO PARTS - S.S.	AIR, FUEL, OIL FITLERS	158.22
160089	O'REILLY AUTO PARTS - S.S.	IAC VALVE	40.24
160089	O'REILLY AUTO PARTS - S.S.	MAP SENSOR	75.02
160089	O'REILLY AUTO PARTS - S.S.	BUTT SPLICE,PRIMARY WIRE	28.98
160089	O'REILLY AUTO PARTS - S.S.	AIR, OIL FILTERS	13.57
160089	O'REILLY AUTO PARTS - S.S.	SPARK PLUG	19.92
160089	O'REILLY AUTO PARTS - S.S.	AIR,OIL FILTER	11.20
160089	O'REILLY AUTO PARTS - S.S.	OIL,CABIN FILTERS	6.53
160089	O'REILLY AUTO PARTS - S.S.	AIR,OIL,FUEL FILTERS	132.35
160089	O'REILLY AUTO PARTS - S.S.	AIR,OIL FILTERS, UNIT 735	13.57
160089	O'REILLY AUTO PARTS - S.S.	AIR,OIL,FUEL FILTERS, COO	165.96
160089	O'REILLY AUTO PARTS - S.S.	AIR,CABIN,OIL FILTERS	18.86
160089	O'REILLY AUTO PARTS - S.S.	OIL,AIR FILTERS, WIPERS	13.14
160089	O'REILLY AUTO PARTS - S.S.	CABIN FILTER	5.72
160089	O'REILLY AUTO PARTS - S.S.	TPMS BAND, AIR, FUEL FILT	42.62
160089	O'REILLY AUTO PARTS - S.S.	MUFFLER CLAMPS	21.46
160089	O'REILLY AUTO PARTS - S.S.	MINI BULB	5.39
160089	O'REILLY AUTO PARTS - S.S.	AIR,OIL,CABIN FILTERS	127.22
160089	O'REILLY AUTO PARTS - S.S.	WIRE SET, DBL PLATINUM	87.21
160089	O'REILLY AUTO PARTS - S.S.	IGNITION COIL	55.80
160089	O'REILLY AUTO PARTS - S.S.	EXH PIP GSK	8.72
160089	O'REILLY AUTO PARTS - S.S.	BATTERY-RESCUE 1 2259	392.80
160089	O'REILLY AUTO PARTS - S.S.	3.35 OZ GASKET	25.64
160089	O'REILLY AUTO PARTS - S.S.	AIR,OIL FILTERS, WIPERS	18.69
160089	O'REILLY AUTO PARTS - S.S.	AIR, FUEL, OIL FILTERS	23.54
160089	O'REILLY AUTO PARTS - S.S.	AIR FILTER	10.62
160089	O'REILLY AUTO PARTS - S.S.	AIR FILTER	-10.15
160089	O'REILLY AUTO PARTS - S.S.	FUEL FILTER	5.89
160089	O'REILLY AUTO PARTS - S.S.	FUEL FILTERS	-7.38
160089	O'REILLY AUTO PARTS - S.S.	FUEL FILTER	-5.89
160089	O'REILLY AUTO PARTS - S.S.	SENSOR	55.48
160089	O'REILLY AUTO PARTS - S.S.	AIR,OIL FILTERS / WIPERS	16.15
160089	O'REILLY AUTO PARTS - S.S.	16 OZ MOTOR TRT	35.96
160089	O'REILLY AUTO PARTS - S.S.	SOCKET	11.99
160089	O'REILLY AUTO PARTS - S.S.	MICRO-V BELT	31.06
160089	O'REILLY AUTO PARTS - S.S.	CAPSULE	10.94
160723	OKLAHOMA MUNICIPAL ASSURANCE GROUP	4TH QTR PYMNT-WORK COMP	879.51
160807	RAMBIN PETROLEUM INC	SOLVENT/MINERAL SPIRITS	350.35
160733	SULLIVAN'S BODY SHOP LLC	REPAIR DENTS	190.00
160207	SUNGARD PUBLIC SECTOR INC	MAINT AGREMNT 3.01TO3.31	614.97
160759	WAYNE MOORE'S A+ AUTO COLLISION	REAR BUMPER	650.23

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

03/14/2016

160147	WELDON OF TULSA INC	MIRROR 6.5X10"	14.47
160147	WELDON OF TULSA INC	HOSE 1/2"-3/8" ENDS 28"	1,087.70
160147	WELDON OF TULSA INC	ABA 1 1/2 - 10, SHOE CORE	-33.84
160147	WELDON OF TULSA INC	SILICONE STICK HOSE	80.53
FLEET MAINTENANCE ADMINISTRATION TOTAL			6,506.18

POLICE

002412	AMERICAN ELECTRIC POWER	AEP-MASTER	185.16
160895	DEPARTMENT OF PUBLIC SAFETY	INTOZILYZER RECERTIFICATI	252.00
160723	OKLAHOMA MUNICIPAL ASSURANCE GROUP	4TH QTR PYMNT-WORK COMP	10,089.63
160092	PIONEER SECURITY SYSTEMS INC	MAR 2016 MONTNG FEE-RNG T	37.50
POLICE ADMINISTRATION/PATROL TOTAL			10,564.29

160723	OKLAHOMA MUNICIPAL ASSURANCE GROUP	4TH QTR PYMNT-WORK COMP	312.89
160912	WILLIAM SAMPLES	DAMAGED VEH SETTLEMENT	245.86
POLICE ANIMAL CONTROL TOTAL			558.75

COMMUNICATIONS

002452	AT&T LONG DISTANCE	UTILITIES	37.60
160063	INCOG-E911	TERMINAL CHARGES-FEB	4,675.23
160071	LINCOLN STREET LAUNDRY	BUNDLE WASH	600.00
160723	OKLAHOMA MUNICIPAL ASSURANCE GROUP	4TH QTR PYMNT-WORK COMP	1,483.41
COMMUNICATIONS ADMINISTRATION TOTAL			6,796.24

FIRE

160885	ACS GOVERNMENT SYSTEMS INC	FH CLOUD ANN CONTRACT	5,275.31
160017	ATWOODS-SAND SPRINGS	3 GALLON WATER COOLER	26.99
160515	CIRCLE C CONSULTING LLC	LARGE &X-LARGE NITR GLVES	654.96
160299	EMSA	3RD QTR SUBSIDY PAYMENT	57,287.00
160054	FASTENAL	S/S SHCS 10-24 X 5/8	3.00
160827	NORTHERN SAFETY CO	SCBA ANNUAL FLOW TEST	1,950.00
160089	O'REILLY AUTO PARTS - S.S.	100Z WHT LITH	17.07

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

03/14/2016

160723	OKLAHOMA MUNICIPAL ASSURANCE GROUP	4TH QTR PYMNT-WORK COMP	10,640.85
160102	SAM'S CLUB	DIGATOMICCL	40.76
160106	SCHAEFER TIRE INC	RESCUE 1 FLAT TIRE REPAIR	142.00
160106	SCHAEFER TIRE INC	UNIT #700 REPAIR	187.50
160136	TULSA TURNOUT GEAR REPAIR	VELCO ON FLY & LUMBAR REP	80.00
	FIRE ADMINISTRATION TOTAL		76,305.44

EMERGENCY MANAGEMENT

002413	AMERICAN ELECTRIC POWER	AEP-MASTER	292.52
160723	OKLAHOMA MUNICIPAL ASSURANCE GROUP	4TH QTR PYMNT-WORK COMP	157.36
	EMERGENCY MANAGEMENT ADMINISTRATION TOTAL		449.88

NEIGHBORHOOD SERVICES

160059	GENESIS OF OKLAHOMA	PRINTER/COPIER MAIN&SUPP	44.00
160059	GENESIS OF OKLAHOMA	PRINT MAINT/COPIER SUPP	44.00
160723	OKLAHOMA MUNICIPAL ASSURANCE GROUP	4TH QTR PYMNT-WORK COMP	938.48
160207	SUNGARD PUBLIC SECTOR INC	MAINT AGREMNT 3.01TO3.31	2,455.60
	NEIGHBORHOOD SERVICES ADMINISTRATION TOTAL		3,482.08

STREET

002414	AMERICAN ELECTRIC POWER	AEP-MASTER	281.61
160017	ATWOODS-SAND SPRINGS	CAULK GUN	13.46
160047	DUNHAM'S ASPHALT SERVICES, INC	2.91 ASPHALT PURCHASES	129.50
160047	DUNHAM'S ASPHALT SERVICES, INC	1.50 ASPHALT PURCHASES	48.95
160047	DUNHAM'S ASPHALT SERVICES, INC	1.13 ASPHALT PURCHASES	50.29
160047	DUNHAM'S ASPHALT SERVICES, INC	1.5 ASPHALT PURCHASES	66.75
160053	EXPRESS SERVICES INC	TEMP LABOR W/E 01.31.16	1,159.20
160053	EXPRESS SERVICES INC	TEMP LABOR W/E 01.31.16	479.20
160077	MID CONTINENT CONCRETE	TCKT 1033742	147.75
160089	O'REILLY AUTO PARTS - S.S.	ABSORBENT	7.49
160089	O'REILLY AUTO PARTS - S.S.	12OZ BRAKE FLD	3.29
160723	OKLAHOMA MUNICIPAL ASSURANCE GROUP	4TH QTR PYMNT-WORK COMP	1,478.75

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

03/14/2016

STREET STREET MAINTENANCE TOTAL 3,866.24

PARKS & RECREATION

160760	ADMIRAL EXPRESS INC	NOTES, ADH, RCYL	26.60
160723	OKLAHOMA MUNICIPAL ASSURANCE GROUP	4TH QTR PYMNT-WORK COMP	406.03
160763	SUNDANCE OFFICE SUPPLY	SHARPIE TWIN-TIP MARKER	136.46
PARKS & RECREATION ADMINISTRATION TOTAL			569.09

160850	A-MAX SIGNS CO INC	SERVICE FLAGPOLE AT CCC	190.00
160824	AMSAN	RENOWN GS HARD ROLL TOWEL	511.50
160032	CHARLES PEST CONTROL INC	FEB MON PEST CONTROL	18.53
160738	MURRAY WOMBLE INC	DUAL TOILET TISS DISPENSE	180.00
160723	OKLAHOMA MUNICIPAL ASSURANCE GROUP	4TH QTR PYMNT-WORK COMP	617.80
002478	OKLAHOMA NATURAL GAS	ONG UTILITIES	429.61
160819	RC SYSTEMS INC	CUSTOM KEY TAG REORDER	1,500.00
160890	SPORTSMITH	WIPES PLUS-DIS WIPES	191.00
PARKS & RECREATION COMMUNITY CENTER TOTAL			3,638.44

002415	AMERICAN ELECTRIC POWER	AEP-MASTER	201.85
160017	ATWOODS-SAND SPRINGS	TIE CABLE	59.95
160017	ATWOODS-SAND SPRINGS	WELDING-ROD 1/8	18.98
160017	ATWOODS-SAND SPRINGS	IMPACT-WRENCH	179.99
160017	ATWOODS-SAND SPRINGS	PRIMER-PURPLE NSF LISTED	29.96
160054	FASTENAL	3/4 MASTER LOCK 3212	126.78
160067	KUBOTA CENTER	PALLET FORKS	700.00
160072	LOCKE SUPPLY	E960GLB 100W GLASS GLB	11.77
160077	MID CONTINENT CONCRETE	TCKT 1521510 - 3.00 CY	304.50
160077	MID CONTINENT CONCRETE	TCKT 1033496	152.25
160077	MID CONTINENT CONCRETE	TCKTS 1033575,1033588	812.00
160079	MOHAWK MATERIALS CO INC	WHITE PORTLAND CEMENT	710.25
160723	OKLAHOMA MUNICIPAL ASSURANCE GROUP	4TH QTR PYMNT-WORK COMP	910.97
002477	OKLAHOMA NATURAL GAS	ONG UTILITIES	43.76
160096	R&R PRODUCTS INC	VALVE-QC 3/4 2SLOT VINYL	275.70
160887	TALLEN ELECTRIC	REPAIR 7 LGHT POLES@ BASE	6,462.00
160829	THE PLAYWELL GROUP	PLAYGROUND EQUIPMENT	1,947.16
PARKS & RECREATION MAINTENANCE TOTAL			12,947.87

160348	PRATER, ROBERT W	TEMP LABOR-TRAIL GUIDE	120.00
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**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

03/14/2016

PARKS & RECREATION MAINTENANCE TOTAL

37,672.06

GRAND TOTAL FOR FUND \$37,672.06

420 CAPITAL IMPROVEMENT FUND

ECONOMIC DEVELOPMENT

160042	WEATHERFORD, DAVID L	SSDA-VISION 2025 LEGAL	165.00
	ECONOMIC DEVELOPMENT ADMINISTRATION TOTAL		165.00

GRAND TOTAL FOR FUND \$165.00

440 STREET IMPROVEMENT FUND

STREET

090153	CRAIG & KEITHLINE INC	MAIN ST IMPROVEMENTS	6,173.91
160717	MIDSTATE TRAFFIC CONTROL INC	41ST/HWY 97 TRAFF SIGNAL	13,140.00
160717	MIDSTATE TRAFFIC CONTROL INC	4TH ST & SH 97, PRJ 1030	101,004.75
	STREET STREET MAINTENANCE TOTAL		120,318.66

GRAND TOTAL FOR FUND \$120,318.66

470 CAPITAL IMPR W & WW FUND

PUBLIC WORKS

160072	LOCKE SUPPLY	SS 8 STR THWN-2 BLACK 25	74.56
160072	LOCKE SUPPLY	3/4" EMT THINWALL CONDUIT	608.91
160072	LOCKE SUPPLY	HEAD TEK SCREW	90.25
160072	LOCKE SUPPLY	ELBOW SCHEDULE	18.61
	PUBLIC WORKS ADMINISTRATION TOTAL		792.33

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

03/14/2016

WATER

160302	CIRCLE P WELDING INC	N MCKLY HILLS WTR TNK RPL	35,370.78
160843	CIRCLE P WELDING INC	COYOTE TRAIL WTR STANDPIP	89,003.92
160387	CLASSIC PROTECTIVE COATINGS INC	HWY 97 @ COYOTE TR TNK WR	20,384.50
140933	DEWBERRY ENGINEERS INC	MCKINLEY HILLS WTR STORAG	4,491.30
160652	DEWBERRY ENGINEERS INC	COYOTE TRAIL TANK REPLACE	7,527.00
150556	GENTRY MCDONALD AUSTIN CONSTRUCTION	FORM ARND SS OF BAY 25. R	4,235.00
160833	HD SUPPLY WATERWORKS, LTD	6" EZ VALVE CI/DI/C-900 O	5,700.00
160804	MASHBURN, DON	56.5 HRS-DON MASHBURN	1,977.50
160079	MOHAWK MATERIALS CO INC	42 BAGS - 80LB CONCRETE	132.30
160079	MOHAWK MATERIALS CO INC	80LB CONCRETE MIX	144.30
160642	SHRUM EXCAVATING INC	SOUTHSIDE CONTROL VALVE	36,304.54
	WATER WATER MAINT & OPERATIONS TOTAL		205,271.14

WASTEWATER

160821	SCHUERMAN ENTERPRISES INC	ELECTRICAL REHAB-PRATT 1	14,245.00
	WASTEWATER MAINTENANCE & OPERATIONS TOTAL		14,245.00

GRAND TOTAL FOR FUND	\$220,308.47
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480 AIRPORT CONSTRUCTION FUND

AIRPORT

160847	FEDERAL AVIATION ADMINISTRATION	FLIGHT INSPECTION FUND	5,066.99
160718	GARVER LLC	OMNI-DIR APPROACH LIGHT S	29,390.46
160715	LIBRA ELECTRIC CO	OMNI- BID 1029	152,079.51
	AIRPORT OPERATIONS TOTAL		186,536.96

GRAND TOTAL FOR FUND	\$186,536.96
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**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

03/14/2016

510 SPECIAL PROGRAMS FUND

POLICE

160825	SALTUS TECHNOLOGIES LLC	CONFIGURATINO/TEST CUSHIN	12,566.75
160825	SALTUS TECHNOLOGIES LLC	CONFIGURATINO/TEST CUSHIN	6,000.00
	POLICE ADMINISTRATION/PATROL TOTAL		18,566.75

GRAND TOTAL FOR FUND \$18,566.75

520 TID #1 CIMARRON CENTER

ECONOMIC DEVELOPMENT

002399	WEBCO INDUSTRIES INC	2015 WEBCO PROP TAX INCRE	110,107.29
	ECONOMIC DEVELOPMENT ADMINISTRATION TOTAL		110,107.29

GRAND TOTAL FOR FUND \$110,107.29

530 GENERAL STCF

POLICE

160666	LONE STAR PRODUCTS & EQUIPMENT LLC	SETINA LIGHTED PUSH BUMPE	1,085.03
	POLICE ADMINISTRATION/PATROL TOTAL		1,085.03

GRAND TOTAL FOR FUND \$1,085.03

540 VISION 2025

PARKS & RECREATION

160788	CMSWILLOWBROOK INC	RVR CTY CONC BLDING	165,585.28
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**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

03/14/2016

PARKS & RECREATION MAINTENANCE TOTAL

165,585.28

GRAND TOTAL FOR FUND \$165,585.28

GRAND TOTAL \$1,113,146.18

CITY OF SAND SPRINGS
CITY COUNCIL BILLS
WIRE TRANSFERS

03/14/2016

FUND 210 General Fund

2/26/2016 JE1264	Prepaid Flex Benefits	\$	382.80
2/23/2016 JE1271	Suntrust Pumper Lease Acct# 405578-March		5,746.59
2/19/2016 JE1225	Federal Tax p/d 2/19/16 Fire & Police		28,682.68
2/19/2016 JE1226	Federal Tax p/d 2/19/16 General		18,436.41
2/19/2016 JE1227	State Tax p/d 2/19/16 General		2,221.49
2/19/2016 JE1228	State Tax p/d 2/19/16 Fire & Police		4,753.50
2/19/2016 JE1233	Payroll p/d 2/19/16 Fire & Police		104,031.18
2/19/2016 JE1234	Payroll p/d 2/19/16 General		51,278.81
2/19/2016 JE1235	OMRF p/d 2/19/16		13,937.44
2/19/2016 JE1235	OMRF p/d 2/19/16		400.92
2/19/2016 JE1236	ICMA p/d 2/19/16		220.51
2/19/2016 JE1237	ICMA Roth p/d 2/19/16		170.00
2/19/2016 JE1238	Nationwide p/d 2/19/16		315.00
2/19/2016 JE1238	Nationwide p/d 2/19/16		3,405.00
2/19/2016 JE1239	Child Supp Pmt Bi-wkly p/d 2/19/16		873.77
2/19/2016 JE1239	Child Supp Pmt Bi-wkly p/d 2/19/16		154.31
2/19/2016 JE1242	Prepaid Flex Benefits		104.57
	FUND TOTAL	\$	235,114.98
	GRAND TOTAL	\$	235,114.98

2012 REVENUE BOND
DETAIL TRANSACTIONS

03/14/2016

<u>Invoice Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Invoice Amt</u>	<u>Category</u>
1/22/2016	Walters-Morgan Construction	Construction on WWTP	\$ 767,540.30	Wastewater Treatment Plant
1/6/2016	Tetra Tech, Inc	Engineering Svcs on WWTP	22,648.82	Wastewater Treatment Plant
1/29/2016	Tetra Tech, Inc	Engineering Svcs on WWTP	15,608.64	Wastewater Treatment Plant
2/22/2016	CMSWillowbrook Inc	Construction on WWTP	47,339.10	Wastewater Treatment Plant
2/16/2016	NetLink Solutions	WWTP Improvements	1,652.91	Wastewater Treatment Plant
2/18/2016	Allied Electronics, Inc.	WWTP Improvements	622.11	Wastewater Treatment Plant
3/8/2016	MS Moving Services	Moving Administration Furnishings	2,292.50	Spring Lake Campus
		Grand Total	\$ 857,704.38	