

MEETING NOTICE AND AGENDA

Sand Springs City Council
July 25, 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-Nollan _____ Ward 2-Dixon _____ 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 Nollan.

5. **Presentation(s)**

A) Policing Plan 2016

Police Chief Michael S. Carter will provide a presentation regarding the Policing Plan 2016. (Presented by: Michael S. Carter, Police Chief)

This item is for informational-purposes only with no action requested or taken by Council.

6. **Consent Agenda (A-U)**

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 June 27, 2016 regular City Council meeting.
(Administration)

- B) Approval of the monthly Transfers of Funds. (Finance)
- C) Approval of Resolution No. 17-01, a resolution renewing, ratifying and reaffirming, for Fiscal Year 2016-17, the "Sales Tax Agreements" between the City of Sand springs and the Sand Springs Municipal Authority. (Finance)
- D) Approval of a renewal of the lease-purchase agreements for the Fiscal Year Ending June 30, 2017 for 1) Fire Vehicle and Equipment Lease Purchase Agreement No. SAN2014-01EPB dated January 30, 2013 with Community First National Bank; 2) Police Radio Equipment Lease Purchase Agreement No. 23573 dated August 1, 2014 with Motorola Solutions, Inc.; and 3) Fire Radio Equipment Lease Purchase Agreement No. 23714 dated May 1, 2015 with Motorola Solutions, Inc. (Finance)
- E) Approval of a renewal of the agreement between the City of Sand Springs and Reasor's LLC for Fiscal Year 2017 based on the fact that public benefits still apply. (Finance)
- F) Approval of the FY16 Year-end Supplemental Appropriations in the Sinking Fund for an increase to the Revenue – Bond Proceeds line item in the amount of \$2,310,000; increase to the Revenue – Bond Issuance Revenue line item in the amount of \$93,317; increase to the Expenditure – Transfer to Escrow Agent line item in the amount of \$2,310,000; increase to the Expenditure – Bond Issuance Costs line item in the amount of \$91,186; decrease to the Expenditure – Interest on Bonds line item in the amount of \$3,761; and an increase to the Ending Fund Balance line item in the amount of \$5,892 and in the Public Safety Capital Improvement Fund for an increase to the Expenditure – Debt Service/Interest line item in the amount of \$205,000 and a decrease to the Ending Fund Balance line item in the amount of \$205,000. (Finance)
- G) Approval of an annual contract renewal with Sungard Public Sector, Inc. for financial software package. (Finance)
- H) Approval of a Maintenance Contract with Concept Builders, Inc. as relates to the property known as Lot 8, Block 2, Shadow Creek; 1730 North Old North Place for an individual home sewage pumping unit. (Public Works)
- I) Approval of Change Order No. 1 (final) to the Agreement with Circle P. Welding, Inc. for an increase in the contract amount of \$11,318.00 and the addition of five (5) calendar days to the contract time for the North McKinley Hills Water Storage Tank project – Bid No. 1019. (Public Works)
- J) Acceptance of the North McKinley Hills Water Storage Tank project – Bid No. 1019 as constructed by Circle P. Welding, Inc. (Public Works)

- K) Approval of Change Order No. 1 (final) with McGuire Brothers Construction, Inc. for an \$8,055.00 increase in the original expenditure for the Rolling Oaks and Ray Brown Park Manhole Replacements project. (Public Works)
- L) Acceptance of the Coyote Trail Water Standpipe project – Bid No. 1033 as constructed by Circle P. Welding, Inc. (Public Works)
- M) Approval of the award of the Prue Road Tank Rehabilitation project – Bid No. 1036 to Nova Painting, Inc. in the amount of \$219,100.00 and authorization for the Mayor to sign the agreement. (Public Works)
- N) Approval of the proposed Professional Engineering Services Agreement with Tank Industry Consultants, Inc. for construction administration and inspection services associated with the Prue Road Tank Rehabilitation project at a cost not-to-exceed of \$57,100.00. (Public Works)
- O) Approval of Change Order No. 4 (Reconciliatory) to the Agreement with Dunham's Asphalt Services, Inc. for a net increase in the contract amount of \$6,797.90 and an increase in the contract time of 200 calendar days for the River West Addition No. 3 project – Bid No. 1020. (Public Works)
- P) Acceptance of the River West Addition No. 3 project – Bid No. 1020, as constructed by Dunham's Asphalt Services, Inc. (Public Works)
- Q) Acceptance of the Sand Springs Cultural and Historical Museum Exterior Rehabilitation project – Bid No. 1028 as constructed by Voy Construction. (Parks Department)
- R) Approval of the Sodexo Transportation Agreement for FY17 and authorization for the Mayor to sign said Agreement. (Parks Department)
- S) Approval of a Supplemental Appropriation in the General fund for an increase to the Revenue – Sodexo Grant line item in the amount of \$8,820 and an increase to the Ending fund Balance line item in the amount of \$8,820. (Parks Department)
- T) Approval of the Sodexo Site Agreement for FY17 and authorization for the Mayor to sign said Agreement. (Parks Department)
- U) Approval of the City release of an utility easement in the Southwest Quarter of the Northwest Quarter of Section 8, Township 19 North, Range 12 East of the I.B.M., Tulsa County (5808 West 12th Street, Tulsa, Oklahoma), waiver or conveyance of any easement interest it may have in the Gilcrease Expressway corridor

Motion _____ Second _____

7. Appointments

A) Sand Springs Board of Adjustment

1. Council may consider the appointment of a representative to serve an unexpired term to May 2019 on the Board of Adjustment. (Presented by: Mayor Burdge)

Motion_____ Second_____

2. Council may consider the appointment of a representative to serve an unexpired term to May 2019 on the Board of Adjustment. (Presented by: Mayor Burdge)

Motion_____ Second_____

B) Sand Springs Development Authority

Mayor Burdge may consider the appointment of a representative to serve a three (3) term to July 2019 on the Sand Springs Development Authority. (Presented by: Mayor Burdge)

Motion_____ Second_____

C) Sand Springs Park Advisory Board

Councilman Wilson may consider the appointment of a Ward Five (5) representative to serve an unexpired term to May 2018 on the Sand Springs Park Advisory Board. (Presented by: Mayor Burdge)

Motion_____ Second_____

D) Sand Springs Planning Commission

Council may consider the appointment of a representative to serve a three (3) year term to July 2019 on the Sand Springs Planning Commission. (Presented by: Mayor Burdge)

Motion_____ Second_____

E) Sand Springs Personnel Board

Council may consider the appointment of a representative to serve a five year term to May 2021 on the Sand Springs Personnel Board. (Presented by: Mayor Burdge)

Motion_____ Second_____

8. The M.e.t. Recycling Services for FY2017

Council may consider approval of the Agreement with the Metropolitan Environment Trust (The M.e.t) for the Provision of Recycling Services during Fiscal Year 2016-2017. (Presented by: Vernon Smith, Infrastructure Planning Administrator)

Motion _____ Second _____

9. Financial Reports

The regular monthly Financial Reports for all funds are provided to Council for their review and information. (Presented by: Kelly Lamberson, Finance Director)

10. Correspondence

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

- A) Regular monthly bills. (Finance)
- B) An email, dated June 29, 2016, regarding the "Alert Neighbors" program (Oak Ridge Drive). (Administration)
- C) A letter, dated June 20, 2016, from Oklahoma Department of Environmental Quality for Permit No. SL000072160435 – Action General Sanitary Sewer Line Extension – Facility No. S-20457, for the construction of 258 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the City of Sand Springs, Tulsa County, Oklahoma. (Public Works)
- D) A letter, dated June 21, 2016, from Oklahoma Department of Environmental Quality for Permit No. SL000072160439 – El Maguey Restaurant in River West Addition 3 – Facility No. 20457, for construction of 50 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the El Maguey Restaurant in River West 3, Tulsa County, Oklahoma. (Public Works)
- E) A letter, dated July 8, 2016, from Oklahoma Department of Environmental Quality for Permit No. SL000072160485 – Same Day Auto Repair Sanitary Sewer Line Extension – Facility No. S-20457, for construction of 231 linear feet of eight (8) inch PVC sanitary sewer line extension to serve the Same Day Auto Repair, Tulsa County, Oklahoma. (Public Works)

11. 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) List of Upcoming Events:

- 1) Street Dept Chipper Days: 08/06, 09/03, 10/10, 11/05, 12/03/16
- 2) CASEtime Movie Night: 08/12, 09/09, 10/14, 11/11, 12/09/16
- 3) KAF Hike Days: 08/13, 09/10/16
- 4) Labor Day Holiday: City Offices Closed: 09/05/16
- 5) Rotary Downhill Derby: 09/17/16
- 6) Boo on Broadway: 10/29/16
- 7) Veterans' Day Holiday: City Offices Closed 11/11/16
- 8) Thanksgiving Holiday: City Offices Closed: 11/24 and 11/25/16
- 9) Festival of Lights Christmas Parade: 12/02/16
- 10) Employee Recognition Luncheon: 12/07/16
- 11) Christmas Holiday: City Offices Closed: 12/23, 12/26/16

12. Recess City Council Meeting

Mayor Burdge will consider a brief recess to consider the Municipal Authority Agenda. (Administration)

13. Reconvene Council Meeting

Mayor Burdge will reconvene the City Council meeting following the Municipal Authority meeting. (Administration)

14. 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_____

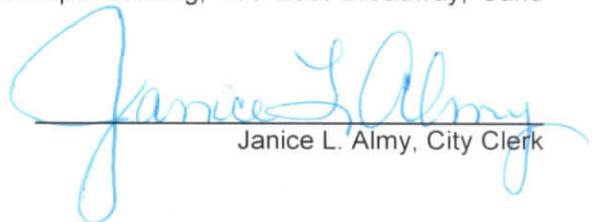
B) Mayor Burdge will reconvene the City council meeting following the Executive Session. (Administration)

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

Motion _____ Second _____

15. **Adjournment** Time _____

This agenda was filed in the office of the City Clerk and posted at 3:00 pm on July 21, 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



**CITY OF SAND SPRINGS
COUNCIL/AUTHORITY STAFF REPORT**

MEETING DATE: 07/25/2016

SUBJECT: Presentation of Policing Plan 2016

BACKGROUND AND HISTORY: Chief Mike Carter will present a comprehensive plan that helps define a path forward for the Sand Springs Police Department and municipal court. This is in response to the Ferguson report from the Department of Justice as well as continued violence against police officers across our nation. This plan will be a living document and revisited as new concepts, laws and tactics are developed. The goal is to keep Sand Springs on the cutting edge of innovative policing.

BUGETARY IMPACT: None

STAFF RECOMMENDATION: No action is required, presentation only.

COMPILED BY: Michael S. Carter - Chief of Police

APPROVED BY: Elizabeth A. Gray, City Manager

ATTACHMENTS: Policing Plan 2016

Sand Springs Police Department



Policing Plan 2016

By
Michael S. Carter – Chief of Police

Introduction

There has been a national discussion in the United States that has focused on race, bias and social injustice. Our involvement in this topic started when the Department of Justice released a report on Ferguson MO. in March of 2015, and we started planning on what we could do to improve our community based on their findings. This discussion has been reignited by the killing and wounding of officers across the nation. It is my desire to look this discussion and how it relates to the City of Sand Springs. We need to identify what we can do as a City and a department to better ourselves and avoid some of the pitfalls that we have seen across the country.

To this end, I would put forward this premise about our community as it relates to the national discussion; "While race has not played a significant factor in policing/judicial problems in the City of Sand Springs; unintentionally, economic disparity may play a significant role in unequal consequences of violations of the law by people in Sand Springs". With that being said, if even one person feels that they were subject to racial bias by the Sand Springs Police Department, it is OUR responsibility to take steps to better that situation and take steps to make sure we alleviate that concern in the future.

In the matter of racial bias, we have received very few complaints from those citizens who are of color and some of the things proposed later in this document can mitigate the chances that we will have a problem in the future. It is my belief that part of the reason that we do not have many complaints from the minority community is the character of the department; the other is the small number of people who fit into that demographic within Sand Springs. Latest census statistics show Sand Springs as having 2.4% African American and 3.4% Hispanic with the remaining being White, Native American or other. It is my personal belief that some of the feeling of disenfranchisement and persecution of people of color may be exacerbated by poverty, which people of color make up a disproportionate segment of that demographic.

It is also my belief that when a segment of our society, such as economically disadvantaged, feel that they are oppressed or they feel that they do not have the wherewithal to rise above any problems that they have had in the criminal justice system, some will either choose not to participate or will physically and violently resist. If we keep people in jail for minor traffic offenses because they cannot pay the bond amounts for release, it can and sometimes does lead to a spiral that can impact a person for a long time. If a person loses their employment because they were not able to go to work as a result of an arrest, then it becomes much harder for them to pay the very fines we expect them to pay.

Another segment of our community that must be addressed through this initiative is those with mental illness. It is important to treat mental health issues as a medical care situation and to lessen the possibility of potential for violent conflict with the individual. Training and policies must be used to guide officers' actions in this area.

Lastly, officers must be supported in the duties they perform. If an individual seeks to resist or become violent in a criminal way against a police officer, then our system needs to make sure that this behavior is corrected in the most effective and definitive way possible.

If our community adopts the assertions above as fact, then the question becomes what have we done about it, and what can we do in the future to fix problems that still exist.

The following concepts have either been adopted, or are recommendations to be considered for future adoption.

What have we already accomplished?

Body Cameras

The Sand Springs Police Department has been using body cameras for approximately 8 years now. This has been accomplished at much expense to our city, but has been fully embraced by our officers. It is now the norm and will continue to be used as a preventative measure against misconduct by citizens and officers. All parties tend to act better when under the eye of a camera. When an officer violates policies or is guilty of misconduct, they will be disciplined or even prosecuted if appropriate. If a citizen files a false complaint on an officer with malice or reckless disregard for the truth, they will be prosecuted.

Officers Give More Warnings

In 2015/2016, the Sand Springs Police Department has greatly increased the amount of warnings that are given in relation to the total number of traffic stops. This again is to highlight to citizens that our role in law enforcement is to improve safety for everyone, not act as de facto tax collectors for the city or state. This has been embraced by our officers and they have increased the amount of warnings.

Training

Crisis Intervention Team Training (CIT)

Currently approximately 1/3 of Sand Springs officers have been trained in advanced mental health techniques through the Crisis Intervention Team (CIT) model of police response to mental health situations. It is expected by the first quarter of 2017, that all Sand Springs Patrol Officers will be trained in this system.

Fair and Impartial Policing Training

The Sand Springs Police Department has two instructors who attended the Fair and Impartial Policing Train the Trainer that was sponsored by the COPS office of the Department of Justice. This training will allow the Sand Springs Police Department to train all officers in anti-bias policing. The training centers on the concept that all people have some implicit bias. If this is understood, it may be controlled to lessen the chance that it will be a factor in the policing decisions made by an officer.

Use of Force Training

In 2015, all Sand Springs police officers attended use of force simulator training instructed by the Oklahoma Municipal Assurance Group. This training not only covered shoot-don't shoot simulations, but other use of force scenarios such as verbal intervention and less lethal. One topic that caught the officers' attention was using commands that placed officers and suspects at risk for a violent encounter by the very commands issued by the officer.

Verbal Skills Training

The Sand Springs Police Department has taught a verbal skills class to our officers for many years. This training will be refreshed and all officers will be exposed to the training again by the first quarter of 2017. This training centers on conflict de-escalation and officer approachability. One criticism of law enforcement in Oklahoma that I believe to be valid is that we do not spend enough time training in verbal skills compared to that we spend in training of use of force.

Custody and Control Training

It has been made mandatory for all Sand Springs Police Patrol Officers to attend annual training on the topic of custody and control techniques. This has helped to insure that our officers are trained and accomplished in these techniques so they may use the minimum force necessary to effect and arrest.

Firearms Training and Certification

The Sand Springs Police Department requires all Sand Springs Police Officers to train and certify twice a year. This allows time to make sure that our officers skills are adequate, but also allows our instructors to train our officers on the department use of force policy. Our officers also are required to have a score of 84% on a more complicated course of fire for their qualifications, which is a higher standard than required by the State of Oklahoma.

Intermediate and Advanced Law Enforcement Certifications

It will be the intent of the Sand Springs Police Department to have all officers participate in and achieve the certification levels offered by CLEET. This is a way of demonstrating to our community the dedication to training and excellence that this department has.

Policy Manual

The Sand Springs Police Department has adopted the Lexipol Policy Manual that has participating departments nationwide. This manual has been modified for the specifics of Sand Springs Police Operations. This gives us the advantage of having a manual that has policies vetted by other professionals and has standards that meet and/or exceed state and national standards.

Our department has made these policies available online for the publics' inspection as we believe that this document should be accessible as Open Record.

Complaint / Discipline Processes

The Sand Springs Police Department has taken steps to make sure that citizens may file a complaint and that the complaint is investigated. We have new forms for the processing of complaints and a due processing tracking form that follows the officer through the discipline process. Discipline is how we maintain the standards at such a high level. While discipline is not an everyday occurrence, when it has been necessary our officers have been accepting of it. The police union has filed only one grievance in 23 years. The police department has also instituted both a special menu item on our phone system for Internal Affairs as well as an online form on our web site in which people can file a complaint or concern.

Business Cards and Officer Uniforms

All Sand Springs Police Department officers have been issued business cards which identify them by name and badge number. These are to be given out on routine contacts as well as to anyone who wishes to file a complaint.

Our department has also intentionally kept a more formal appearance in our regular duty uniform. While the national trend has been to a dressed down daily uniform, we feel that the current uniform is more comfortable for public interaction and promotes the professional image that we wish to project.

Even Greater Transparency

The Sand Springs Police Department has adopted a philosophy of transparency. In 2015, our officers had two shooting incidents, which were the first in over 17 years. In both occasions, details and video were released to the media in just three days. We have also adopted a policy that when a document is requested and electronically available, we do not charge a fee to citizens for requesting the open record, unless it is an extraordinary request with an unusual amount of staff time. We will also look for alternatives that allow for us to get as much correct information to the public as soon as possible. We have been averaging three days to release video to the press in instances of videos that contain use of force.

SWAT Operations – Suicidal Subjects

The Sand Springs Police Department participates in a multi-jurisdictional SWAT team with the cities of Bixby and Sapulpa. The team is called South-West Area Tactical. One of the philosophies adopted by the team is a recommendation from the National Tactical Officer's Association in regard to suicidal subjects. This standard sets that outside of extenuating circumstances; the SWAT team will not respond or engage with a subject who is alone in a residence who has indicated they wish to end their own life. The department may have patrol officers monitor the situation, but will not escalate the situation. The SWAT team has a full complement of crisis negotiators which have received training in advanced levels of mental health. In the history of the team is they have not injured or killed any subject of a call out.

Community Outreach

The Sand Springs Police Department has a philosophy of community involvement through positive contacts. One of the best ways to meet with groups of citizens is to meet with them in the context of Neighborhood Watch meetings. This allows for officers to hear first hand from our community about things that concern them. We will also look for other opportunities to interact with citizens. Social media will play a role in our outreach and can help educate citizens about the role law enforcement plays and limitations we may have.

One program that we will be starting in the future to compliment this philosophy is Talk and Pop with a Cop. This will be a series of meeting across our community that allows the public to speak with officers and other community leaders about our city.

Police Union Contract Provisions

Expanded definition of probation for new officers

Having an adequate amount of time to evaluate new officers and have them as at will employees during that period reduces the potential of retaining a bad officer. This was not only supported by our local union, officers proposed the enhancement to make sure that they were only working with officers that will be good for our community. The contract language says:

Probation Period shall consist of the following:

- 1. 12 months from the date of initial hire if that person was already certified or achieves their certification from the CLEET Collegiate Officers Program.*
- 2. 12 months from the date of graduation from the police academy if employed by the City of Sand Springs while attending the academy.*

Just cause for immediate suspension with or without pay of any officer arrested for a felony or excessive use of force, and the termination of said officer if bound over for trial.

Many departments across the nation have been struggling with how to deal with officers who have been arrested for criminal offenses or who have used excessive force in dealing with suspects. This is exacerbated by the problem that it is not uncommon for the arbitrators of the Federal Mediation and Conciliation Service (FMCS) to leave that behavior unpunished and reverse dismissals. After discussing a particular egregious incident in another community that made national news, the police union and administration came together and formed a solution that keeps the integrity of the discipline process while insuring officer's fair and impartial due process. The contract language that our administration and our FOP Lodge have agreed states in part:

To suspend, demote, discharge or take other appropriate disciplinary action against members of the Police Department for just cause in accordance with appropriate procedures as set out in Article 9 hereof or, in alternative thereto, the Personnel Policy and Procedures for employees of the City of Sand Springs. For purposes of this agreement, the parties stipulate and agree that in addition to what may otherwise constitute just cause, just cause shall exist for immediate suspension with or without pay, at the discretion of the Chief, of any Police Officer who has criminal charges filed against them for any felony or for any misdemeanor charge of assault and battery related to a claim of excessive use of force directed at a suspect or prisoner who is in the custody of the officer. Further upon a finding at a preliminary hearing that the Officer shall be bound over for trial, or upon a waiver of preliminary hearing without an immediate dismissal of the charges, just cause shall exist for termination. Upon acquittal or dismissal of charges, the Officer may be eligible for re-employment with the City with back pay and applicable benefits, at the discretion of the Police Chief;

The elimination of FMCS by adding a process that uses retired judges instead.

As discussed above, it is not uncommon for the arbitrators of the Federal Mediation and Conciliation Service (FMCS) to leave that behavior unpunished and reverse dismissals that were made for unlawful or serious policy violations. The Sand Springs Police Department has been unique in our approach to this matter. Our philosophy is that if our judges are qualified enough to hear cases both criminal and civil, they are qualified to hear these types of arbitrations. The judges have a vested interest in our community would have an interest in seeing that an innocent officer is returned to duty and a problem officer receives appropriate discipline. This provision has only been needed one time and the officer was dismissed for "Incompetence" which is rare in the police community. In that case, the complaining party was the officer's fellow police officers. The contract language that our administration and our FOP Lodge have agreed states in part:

The parties shall submit the matter to arbitration. The FOP shall submit a list of five retired Judges from the State of Oklahoma (Appellate, District, Associate, or Special) from Tulsa County and/or any County which shares a common border with Tulsa County, who shall be the proposed panel for selection. From said list, the City shall select one arbitrator.

The right of officers to watch body camera footage before being asked to give a statement.

There are those that would like to see body cameras be a “gotcha” moment for police officers. The opposite is true at the Sand Springs Police Department. We have agreed with our union that Body cameras are in place as a supplement for them to reveal the truth about a situation. Critics of this type of arrangement will often say that citizens do not get to see the video before making a statement, but that is not true. Citizens cannot be compelled to speak with police as a right of the constitution. Our officers are afforded the same rights as any other human being in the United States. Ultimately, what matters to the department and our community is the truth. This provision also is one of the things that make body cameras popular with our officers. The contract language that deals with this provision is as follows:

All Police Officer’s shall have the right to view, listen to or obtain a copy of any video or audio recording produced by equipment worn or used by that officer on or off duty before making a statement or being interrogated in regard to a complaint or investigation. They may not have the right to view other recordings not made by the officer under investigation. The discretion to allow this will be that of the Chief of Police or his designee.

The parties acknowledge there may be instances in which an individual employee may have a basis to allege that the document or video should not be “immediately” released. In order to fully protect the interest of the employee in those instances, to protect the interest of the public set forth in the Open Records Act, and to allow the City to have a clear direction of how to proceed, the City retains the management right to determine whether a record is subject to public disclosure, and any objection to disclosure should be made as soon as possible and may require legal action by the employee to delay or preclude disclosure. The City acknowledges and will uphold the confidentiality of employment records as allowed by the Open Records Act.

A new program that allows for, “supervisory notices” to document both positive and negative performance of an employee.

It is imperative for there to be an intermediary step that covers employee performance in the areas that do not rise to formal discipline and may be forgotten before an annual evaluation. The Supervisory process also recognizes and encourages positive behavior. This has been well received by our officers and supervisors and gives an officer a clear look at their performance in a time span closer to the event documented than to wait for annual evaluations. The contract language in reference to this program states:

Documentation of ongoing employee performance may be taken care of through a SUPERVISORY NOTICE. This document will detail the officer’s deficiency/achievement on the prescribed form. This will be routed through the chain of command and be placed in a file to be held by the Human Resources Department after approval by the Chief of Police. This file will be kept separate from the normal personnel file. This notice will only be retained on file for 1 year and will be automatically purged. These notices may be used for documentation related to an officer’s evaluation. If the officer feels that the Supervisor Notice is not warranted, he may appeal this decision to the Chief of Police, whose decision will be final. For the purposes of this article, Supervisory notices are not considered discipline, but a management tool to keep employees and management aware of ongoing employee performance. They may be implemented for positive or negative performance.

Support of our Police Officers

One of the things our department is proud of is how we support our officers. We will continue to do so, and will ensure that they receive the best training available, equip them with the best tools that we have the resources for and make available to them progressive policies that utilize cutting edge philosophies to keep them aware of the best tactics. We will not forget that they are citizens just like the people they serve and will not reduce their constitutional rights and protections for the sake of political expediency.

What are our plans for the future?

Traffic Fines and Increased Penalties for Failure to Appear.

The Sand Springs Police Department has never worked on quotas or taken fine revenue into account as it relates to enforcement efforts. It is however an area that taken care to make sure that our fines are reasonable and some of the lowest in the metro area. Our city will continue to monitor this and take appropriate steps to minimize increases. If fines become so intrusive for minor infractions that people feel it is not within their ability to pay them, they may fail to appear at court. If a warrant is issued, that may lead to a person choosing to flee, resist arrest or assault an officer. Fines that are more affordable could lead to more people showing up for court, less warrants and less conflict between officers and citizens. This area was discussed in the DOJ report on Ferguson, MO. We have tried to adapt their findings to areas that we can help people have more confidence in their local government.

With the commitment made above, it needs to be enhanced with a program that would be another incentive for people to appear in court. With fines being kept to minimum levels, then we need to raise the penalty for failing to appear in court. This may take the form of adopting warrant fees that equate to the maximum fine allowed by state statute. This should incentivize the person to appear in court and decrease the chances that someone will be subject to an arrest warrant.

The information above should be explained in detail on the citation so that a person will understand the benefit of appearing in court. If they do, it will lessen the chance that an officer and a citizen are placed together in an arrest situation as well as decrease costs for our municipal court.

Give alternatives to fines

In 2016 the Sand Springs Municipal Court went forward with a program to allow for alternatives to fines or jail time. It was initially met with limited success, but we will continue this effort to see if we can help reduce the strain from people with limited ability to pay fines. The initial program allowed for citizens to help at one of our local festivals and they received credit that reduced or eliminated their obligation to the city. Six people were referred to the program and 2 people took advantage of the program with the other 4 failing to appear. This does not mean that the program will not be successful, but that we need to look at different ways to insure compliance.

Give easy alternatives for recall of existing warrants

The City of Sand Springs will look for ways to give people alternatives to take care of existing warrants. A program will be established to look at community service, time pay orders, and fine reduction if existing warrants are taken care of before law enforcement intervention takes place. We will also continue to allow for citizens who have warrants to voluntarily surrender at the Court Clerk's Office and make arrangements for court appearance, or to enter a plea at the window with a time pay order or community service agreement. This can be accomplished without fear of arrest by the police department.

Limit holding of arrested persons to 72 hours on open charges

If a person is in the Sand Springs municipal jail on municipal open charges, they should be released upon oral recognizance within 72 hours as a matter of policy of the court. As previously discussed, we are being counter-productive towards justice if we hold someone in jail and they lose their employment. This reduces the ability of a person to pay their fines and may have other untold costs such as family strife, medical issues, etc. This is also a good program in our responsibility to use tax dollars more wisely.

If a person has more than two fail to appear warrants involving the same initial charge, space in a county facility should be purchased to hold them until the charge is adjudicated.

If all of the avenues and concessions listed above are made available to a person and they still do not participate in clearing themselves of outstanding charges, they should be held until the charge is resolved. Continuing the cycle of arrest and release would only serve to place them and officers at risk of a violent encounter and/or waste resources. The City of Sand Springs should investigate the possibility of implementing this program.

Limit number of citations given on individual traffic stops

One complaint that critics of law enforcement have about citations is that some officers will write a large amount of citations to a person. The Sand Springs Police Department will institute controls by policy that require supervisor approval when issuing more than three (3) citations to one individual. While there may be occasions that this is necessary, it should be the exception rather than the norm.

Modify how we budget fine revenue

The city as an entity may reduce the perception of relying on revenue from citations by modification of how we budget this area. The city experiences other forms of unexpected revenue that come into the city's possessions, and until someone is convicted and the sentence from the court confirmed as a fine, no funds should be booked as a receivable. This allows all parties involved to understand that our philosophy is to use traffic stops for law enforcement purposes rather than a method for fine collection.

All resisting and assault and battery on a police officer charges will be charged as state offenses.

If we make the allowances above for citizens to feel that they are safe, not oppressed by fines, and have an outlet to file truthful complaints, they have a duty to act as good citizens in return. While our department does not have a reputation of excessive force and we have taken steps to insure we do not in the future; it is incumbent upon our citizens to not resist, assault or otherwise hinder our officers. This must take the form of them complying and if they disagree with the charges placed on them or the overall conduct of an officer, they need to avail of themselves the ability to go to court for redress. If an officer encounters someone who does resist or assaults them, the officer will book the citizen to state court instead of the courtesy of remaining in municipal court. People need to understand that as a civil society, their response to an arrest they feel is unjust must be expressed within the judicial system, not during the arrest. We reject the notion that there is now a right of the public to resist a police officer while he/she is performing their sworn duty.

Include community members in monthly use of force/complaint reviews

One of the things that the Sand Springs Police Department is most proud of is our relationship with the community. A great way for us to utilize this relationship is for us to involve our local ministerial alliance or other community representatives to act as independent monitors for the chief of police. These representatives would act as passive monitors in police use of force or complaint review boards and report any concerns to the Chief of Police. These representatives would receive some training in use of force policies before participating, so they make educated and informed opinions.

Use of Deadly Force Investigations

The Sand Springs Police Department has adopted a philosophy that we will ask for an outside entity to participate in the criminal investigation of our use of deadly force when a suspect is injured or killed. We currently use the Oklahoma State Bureau of Investigation. This philosophy should be extended to include cases in which no injury or death occurs in the incident. We will seek to formalize this relationship with OSBI or another agency in the future.

Accreditation

It is one of the major goals of the Sand Springs Police Department to achieve National or State Accreditation. This will help maintain standards set forth by an organization outside of the internal influence of our department and community. These standards are developed with input from a broad spectrum of perspectives.

Video of officers by citizens

We will seek to produce materials that encourage people to feel that they can exercise their constitutional right to video officers in the performance of their duties, while encouraging people to stay a safe distance from officers to lessen the chance of a conflict or interference with the officers. We will also educate people that they can have access to copies of the videos from body cameras worn by the officers.

Conclusion

While I am sure that some will disagree with some of the items outlined in this document, and others will feel that the provisions discussed will not go far enough to heal wounds that are long in the making; it is our intent to make a tangible effort at addressing situations that may lead to future problems. It is one thing for people to point out that the world is not a perfect place; it is another for an organization to step forward and show the leadership to try something for the benefit of all.

The men and women of the Sand Springs Police Department want to be leaders and to show not only our citizens, but other communities that small efforts can pay large dividends. If even one of these areas can make our community a better place to work and live, than it is incumbent upon us to try them. If a provision turns out to be less effective or have unintended consequences, we can always return to the status quo.

Above all, it is the intent of the Sand Springs Police Department to honor our mission statement which says:

The Mission of the Sand Springs Police Department is the protection of constitutional rights, protection of lives, reduction of criminal activity and fostering of community partnerships. This shall be accomplished by each employee being empowered to provide the best service possible. Our relationship with the Citizens of Sand Springs shall be the foundation for this success. Our legacy within this community will be service with honor, treatment of people with dignity and dedication to excellence.

MINUTES
Sand Springs City Council
Regular Meeting
June 27, 2016 – 7:00 p.m.
Sand Springs Municipal Building
100 East Broadway – Room #203
Sand Springs, Oklahoma 74063

MEMBERS PRESENT: Mayor Mike Burdge (3-0)
Vice Mayor John Fothergill (3-0)
Councilman Phil Nollan (3-0)
Councilman Patty Dixon (2-1)
Councilman Beau Wilson (3-0)
Councilman Brian Jackson (3-0)
Councilman Jim Spoon (3-0)

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

ABSENT: None

The Sand Springs City Council met in regular session on June 27, 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 3:00 pm on June 23, 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; Councilwoman Dixon, here; Councilman Spoon, here; Vice Mayor Fothergill, here; Mayor Burdge, here; Councilman Wilson, here; Councilman Nollan, here.

3. Invocation

Following Roll Call, Councilman Nollan provided the invocation.

4. Pledge of Allegiance

Councilman Wilson led the Pledge of Allegiance.

5. Mayoral Proclamation**A) Years of Service – Planning Commission**

Mayor Burdge read aloud and presented a Mayoral Proclamation and plaque recognizing L. Merle Parsons for his 12 years of service to the Sand Springs Planning Commission and citizens of the City of Sand Springs.

Mr. Parsons expressed his appreciation of the opportunity to serve and staff's support.

B) Summer of Reading

Mayor Burdge read aloud and presented a Mayoral Proclamation to Randi Watson and other representatives from myON supporting and proclaiming the summer of 2016 as "Summer of Reading" in the City of Sand Springs, Oklahoma.

Ms. Watson expressed her appreciation of support for the summer of 2016 as "Summer of Reading".

6. Consent Agenda (A-J)

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.

There being none, Mayor Burdge requested a motion regarding Consent Agenda 6A through 6J.

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

A) The minutes of the May 23, 2016 regular City Council meeting.

B) The monthly Transfers of Funds.

C) A Supplemental Appropriation in the Sinking Fund for an increase to the Interest on Bonds line item in the amount of \$21,312. And a decrease to the Sinking Fund – Fund Balance line item in the amount of \$21,312.

D) The Year End Budget Amendment in the Capital Improvement Fund, Street Improvement Fund, and Capital Improvement Water and Wastewater Fund.

E) The Workers' Compensation Plan for employees provided through Oklahoma Municipal Assurance Group (OMAG) and authorization for the Mayor to sign said Plan.

F) The FY17 Plans with Oklahoma Municipal Assurance Group (OMAG) for Liability and Property coverage.

G) The purchase of a PB Loader – Model B 2-T, Trailer Mounted Patcher from J & R Equipment in the amount of \$30,036.50 for the Street Department.

H) A Right-of-Way Encroachment Agreement and authorization for the Mayor to sign said Agreement as it relates to the First Christian Church (5th and Main Street) Drainage project.

I) Resolution No. 16-44 related to a transfer of appropriations, award of contract, signature authorization, and payment authorization for the Roadway Striping project.

J) The Service Agreement between the City of Sand Springs and Motorola Solutions for the Service Agreement period of July 1, 2016 through June 30, 2017 for recurring services related to Motorola MCC 7500 Dispatch Consoles.

Mayor Burdge called for the vote recorded as follows:

Councilman Nollan, aye; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilwoman Dixon, aye; Councilman Jackson, aye.

The motion carried 7-0-0.

7. Public Safety Facility Design Contract – Dewberry Architects, Inc.

Mayor Burdge informed Council that Item No. 7 – Public Safety Facility Design Contract would be passed at this time.

8. Ordinance No. 1287 – Park Property and Facilities Rules and Regulations

Grant Gerondale, Parks Director, requested Council's approval of Ordinance No. 1287, an ordinance amending Title 12. Streets, Sidewalks and Public Places, Chapter 24. City Park Property and Facilities, Section 12.24.070 Park Property and Facilities Rules and Regulations.

A motion was made by Councilman Wilson and seconded by Councilman Nollan that the requested approval of Ordinance No. 1287, an ordinance amending Title 12. Streets, Sidewalks and Public Places, Chapter 24. City Park Property and Facilities, Section 12.24.070 Park Property and Facilities Rules and Regulations, as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

Councilman Jackson, aye; Councilwoman Dixon, aye; Councilman Spoon, aye; Vice Mayor Fothergill, aye; Mayor Burdge, aye; Councilman Wilson, aye; Councilman Nollan, aye.

The motion carried 7-0-0.

9. River City Park Closure – Great Raft Race

Grant Gerondale, Parks Director, requested Council's approval of the River City Parks Closure for the Great Raft Race as recommended by the Parks Advisory Board.

Following discussion, a motion was made by Councilman Wilson and seconded by Councilman Nollan that the requested approval of the River City Parks Closure for the Great Raft Race as recommended by the Parks Advisory Board, as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

Councilman Nollan, aye; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilwoman Dixon, aye; Councilman Jackson, aye.

The motion carried 7-0-0.

10. Capital Improvement Plans for ParksA) Presentation

Grant Gerondale, Parks Director, and representatives from Studio 45 provided a brief presentation regarding the Capital Improvement Plan for River City Park and Expressway Corridor Enhancement projects.

B) Resolution No. 16-42

Following the presentation, Grant Gerondale, Parks Director, requested Council's approval of Resolution No. 16-42, a resolution approving Capital Improvement Plans for Parks, Making Necessary Appropriations, Awarding Final Acceptance on Park Projects, Authorizing Payments and Authorizing the Signature of all related documents.

A motion was made by Vice Mayor Fothergill and seconded by Councilman Wilson that the requested approval of Resolution No. 16-42, a resolution approving Capital Improvement Plans for Parks, Making Necessary Appropriations, Awarding Final Acceptance on Park Projects, Authorizing Payments and Authorizing the Signature of all related documents, as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

Councilman Jackson, aye; Councilwoman Dixon, aye; Councilman Spoon, aye; Vice Mayor Fothergill, aye; Mayor Burdge, aye; Councilman Wilson, aye; Councilman Nollan, aye.

The motion carried 7-0-0.

Mayor Burdge informed Council that he would move to Item No. 12 for consideration prior to Item No. 11.

12. Request to Appear – Alan Ringle

Mayor Burdge informed Council that Mr. Alan Ringle requested to address the City Council in regards to the de-annexation (detachment) of two properties/subdivisions within the city limits. It was noted said request was sponsored by Councilman Nollan.

A) Presentation by Alan Ringle

Mr. Alan Ringle provided a lengthy presentation and question of Council regarding his request for de-annexation.

B) Oak Ridge

Mayor Burdge informed Council of the various options regarding the de-annexation of Mr. Ringle's Oak Ridge property.

1. Following the presentation, a motion was made by Councilman Nollan and seconded by Councilman Jackson that the requested approval of Ordinance No. 1285 concerning the detachment of property situated in Section 35, Township 20 North, Range 11 East, Tulsa County, owned by Ringle Development, LLC, generally located at East of North Martin Circle (adjacent to the east boundary of Martin Hills), as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

Councilman Nollan, nay; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilwoman Dixon, aye; Councilman Jackson, aye.

The motion carried 6-1-0.

2. A motion was made by Councilman Nollan and seconded by Councilman Jackson that the requested approval of an Emergency Clause with Ordinance No. 1285, as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

Councilman Jackson, aye; Councilwoman Dixon, aye; Councilman Spoon, aye; Vice Mayor Fothergill, aye; Mayor Burdge, aye; Councilman Wilson, aye; Councilman Nollan, aye.

The motion carried 7-0-0.

3. Mayor Burdge informed no action would be necessary for Item No. 12B3 due to Item Nos. 12B1 and 2 being approved.

C) The Ridge

Mayor Burdge informed Council of the various options regarding the de-annexation of Mr. Ringle's The Ridge property.

Following discussion of Council and Mr. Ringle, no action was taken regarding Item Nos. 12C1, 2 or 3.

Following Item No. 12, Mayor Burdge returned to Item No. 11.

11. USDA Rural Development

Councilman Nollan provided a brief presentation and report regarding USDA Rural Development. Mr. Alan Ringle and Mr. Kenny Tate also provided information and support of the city being designated as a USDA Rural Development community.

Item No. 11 for informational-purposes only with no action considerate or taken by Council.

Following Item No. 11, Mayor Burdge moved to Item No. 13.

13. Resolution No. 16-43 – OML Call for Nominations In District Six

Mayor Burdge informed Council of the consideration for approval of Resolution No. 16-43, a resolution of support for the appointment of Vice Mayor John Fothergill to the District Six (6) Seat on the Board of Directors of the Oklahoma Municipal League (OML), Declaring said appointment to be for the benefit of the City of Sand Springs, Oklahoma, and other municipalities within the District; and Declaring the Mission of the Oklahoma Municipal League to be for Public Purpose.

A motion was made by Mayor Burdge and seconded by Councilman Spoon that the requested approval of Resolution No. 16-43, a resolution of support for the appointment of Vice Mayor John Fothergill to the District Six (6) Seat on the Board of Directors of the Oklahoma Municipal League (OML), Declaring said appointment to be for the benefit of the City of Sand Springs, Oklahoma, and other municipalities within the District; and Declaring the Mission of the Oklahoma Municipal League to be for Public Purpose, as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

Councilman Nollan, aye; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilwoman Dixon, aye; Councilman Jackson, aye.

The motion carried 7-0-0.

14. Appointments**A) Council Appointment Committee**

Mayor Burdge informed Council of the appointment of three (3) Council representatives to serve on the Council Appointment Committee for a one-year term to May 2017.

A motion was made by Mayor Burdge and seconded by Vice Mayor Fothergill that Mayor Burdge, Councilman Jackson and Councilwoman Dixon be appointed to serve on the Council Appointment Committee for a one-year term to May 2017.

Mayor Burdge called for the vote recorded as follows:

Councilman Jackson, aye; Councilwoman Dixon, aye; Councilman Spoon, aye; Vice Mayor Fothergill, aye; Mayor Burdge, aye; Councilman Wilson, aye; Councilman Nollan, aye.

The motion carried 7-0-0.

B) Council Finance and Development Committee

Mayor Burdge informed Council of the appointment of three (3) Council representatives to serve on the Council Finance and Development Committee for a one-year term to May 2017.

A motion was made by Mayor Burdge and seconded by Vice Mayor Fothergill that Mayor Burdge, Councilman Spoon and Councilwoman Dixon be appointed to serve on the Council Finance and Development Committee for a one-year term to May 2017.

Mayor Burdge called for the vote recorded as follows:

Councilman Nollan, aye; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilwoman Dixon, aye; Councilman Jackson, aye.

The motion carried 7-0-0.

C) Council Legislative Committee

Mayor Burdge informed Council of the appointment of three (3) Council representatives to serve on the Council Legislative Committee for a one –year term to May 2017.

A motion was made by Mayor Burdge and seconded by Councilman Wilson that Councilman Wilson, Vice Mayor Fothergill and Councilman Spoon be appointed to serve on the Council Legislative Committee for a one-year term to May 2017.

Mayor Burdge called for the vote recorded as follows:

Councilman Jackson, aye; Councilwoman Dixon, aye; Councilman Spoon, aye; Vice Mayor Fothergill, aye; Mayor Burdge, aye; Councilman Wilson, aye; Councilman Nollan, aye.

The motion carried 7-0-0.

D) Council Public Works Advisory Committee

Mayor Burdge informed Council of the appointment of three (3) Council representatives to serve on the Council Public Works Advisory Committee for a one-year term to May 2017.

A motion was made by Mayor Burdge and seconded by Vice Mayor Fothergill that Vice Mayor Fothergill, Councilman Wilson and Councilwoman Dixon be appointed to serve on the Council Public Works Advisory Committee for a one-year term to May 2017.

Mayor Burdge called for the vote recorded as follows:

Councilman Nollan, aye; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilwoman Dixon, aye; Councilman Jackson, aye.

The motion carried 7-0-0.

E) INCOG Board of Directors

1) Mayor Burdge informed Council of the appointment of a Council representative to serve as a member on the INCOG Board of Directors for a one-year term to May 2017.

A motion was made by Mayor Burdge and seconded by Vice Mayor Fothergill that Mayor Burdge be appointed as the Council representative to serve as a member on the INCOG Board of Directors for a one-year term to May 2017.

Mayor Burdge called for the vote recorded as follows:

Councilman Nollan, aye; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilwoman Dixon, aye; Councilman Jackson, aye.

The motion carried 7-0-0.

2) Mayor Burdge informed Council of the appointment of an alternate representative to serve as a member on the INCOG Board of Directors for a one-year term to May 2017.

A motion was made by Mayor Burdge and seconded by Vice Mayor Fothergill that the City Manager be appointed as an alternate representative to serve as a member on the INCOG Board of Directors for a one-year term to May 2017.

Mayor Burdge called for the vote recorded as follows:

Councilman Jackson, aye; Councilwoman Dixon, aye; Councilman Spoon, aye; Vice Mayor Fothergill, aye; Mayor Burdge, aye; Councilman Wilson, aye; Councilman Nollan, aye.

The motion carried 7-0-0.

F) INCOG General Assembly

1) Mayor Burdge informed Council of the appointment of a Council representative to serve on the INCOG General Assembly for a one-year term to May 2017.

A motion was made by Mayor Burdge and seconded by Councilman Wilson that Mayor Burdge be appointed as the Council representative to serve on the INCOG General Assembly for a one-year term to May 2017.

Mayor Burdge called for the vote recorded as follows:

Councilman Nollan, aye; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilwoman Dixon, aye; Councilman Jackson, aye.

The motion carried 7-0-0.

2) Mayor Burdge informed Council of the appointment of an alternate representative to serve on the INCOG General Assembly for a one-year term to May 2017.

A motion was made by Mayor Burdge and seconded by Councilman Nollan that Vice Mayor Fothergill be appointed as an alternate representative to serve on the INCOG General Assembly for a one-year term to May 2017.

Mayor Burdge called for the vote recorded as follows:

Councilman Jackson, aye; Councilwoman Dixon, aye; Councilman Spoon, aye; Vice Mayor Fothergill, aye; Mayor Burdge, aye; Councilman Wilson, aye; Councilman Nollan, aye.

The motion carried 7-0-0.

G) INCOG Legislative Consortium (C-Tag)

1) Mayor Burdge informed Council of the appointment of a representative to serve on the INCOG Legislative Consortium for a one-year term to May 2017.

A motion was made by Mayor Burdge and seconded by Vice Mayor Fothergill that Mayor Burdge be appointed as a representative to serve on the INCOG Legislative Consortium for a one-year term to May 2017.

Mayor Burdge called for the vote recorded as follows:

Councilman Nollan, aye; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilwoman Dixon, aye; Councilman Jackson, aye.

The motion carried 7-0-0.

2) Mayor Burdge informed Council of the appointment of an alternate representative to serve on the INCOG Legislative Consortium for a one-year term to May 2017.

A motion was made by Mayor Burdge and seconded by Vice Mayor Fothergill that the City Manager be appointed as an alternate representative to serve on the INCOG Legislative Consortium for a one-year term to May 2017.

Mayor Burdge called for the vote recorded as follows:

Councilman Jackson, aye; Councilwoman Dixon, aye; Councilman Spoon, aye; Vice Mayor Fothergill, aye; Mayor Burdge, aye; Councilman Wilson, aye; Councilman Nollan, aye.

The motion carried 7-0-0.

H) INCOG – Tulsa Metropolitan Area Transportation Policy Committee

1) Mayor Burdge informed Council of the appointment of a representative to serve on the INCOG – Tulsa Metropolitan Area Transportation Policy Committee for a one-year term to May 2017.

A motion was made by Mayor Burdge and seconded by Councilman Nollan that Councilman Jackson be appointed as a representative to serve on the INCOG – Tulsa Metropolitan Area Transportation Policy Committee for a one-year term to May 2017.

Mayor Burdge called for the vote recorded as follows:

Councilman Nollan, aye; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilwoman Dixon, aye; Councilman Jackson, aye.

The motion carried 7-0-0.

2) Mayor Burdge informed Council of the appointment of an alternate representative to serve on the INCOG – Tulsa Metropolitan Area Transportation Policy Committee for a one-year term to May 2017.

A motion was made by Mayor Burdge and seconded by Councilman Wilson that Derek Campbell be appointed as an alternate representative to serve on the INCOG – Tulsa Metropolitan Area Transportation Policy Committee for a one-year term to May 2017.

Mayor Burdge called for the vote recorded as follows:

Councilman Jackson, aye; Councilwoman Dixon, aye; Councilman Spoon, aye; Vice Mayor Fothergill, aye; Mayor Burdge, aye; Councilman Wilson, aye; Councilman Nollan, aye.

The motion carried 7-0-0.

I) Sand Springs Board of Adjustment

1) Mayor Burdge informed Council that the appointment of a representative to serve a three-year term to May 2019 on the Board of Adjustment would be passed at this time.

2) Mayor Burdge informed Council that the appointment of a representative to serve a three-year term to May 2019 on the Board of Adjustment would be passed at this time.

J) Sand Springs Development Authority

Mayor Burdge informed Council that the appointment of a representative to serve a three-year term to July 2019 on the Sand Springs Development Authority would be passed at this time.

K) Sand Springs Park Advisory Board

Councilman Wilson informed Council that his appointment of a Ward Five representative to serve an unexpired term to May 2019 on the Sand Springs Park Advisory Board would be passed at this time.

L) Sand Springs Planning Commission

1) Mayor Burdge informed Council of the appointment of a Council representative to serve an unexpired term to May 2018 on the Sand Springs Planning Commission.

A motion was made by Mayor Burdge and seconded by Councilman Wilson that Councilwoman Dixon be appointed as a Council representative to serve an unexpired term to May 2018 on the Sand Springs Planning Commission.

Mayor Burdge called for the vote recorded as follows:

Councilman Nollan, aye; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilwoman Dixon, aye; Councilman Jackson, aye.

The motion carried 7-0-0.

2) Mayor Burdge informed Council of the appointment of a representative to serve a three-year term to July 2019 on the Sand Springs Planning Commission.

A motion was made by Mayor Burdge and seconded by Vice Mayor Fothergill that Harold Neal be appointed as a representative to serve a three-year term to July 2019 on the Sand Springs Planning Commission.

Mayor Burdge called for the vote recorded as follows:

Councilman Jackson, aye; Councilwoman Dixon, aye; Councilman Spoon, aye; Vice Mayor Fothergill, aye; Mayor Burdge, aye; Councilman Wilson, aye; Councilman Nollan, aye.

The motion carried 7-0-0.

3) Mayor Burdge informed Council that the appointment of a representative to serve a three-year term to July 2019 on the Sand Springs Planning Commission would be passed at this time.

M) Sand Springs Personnel Board

Mayor Burdge informed Council that the appointment of a representative to serve a five-year term to May 2021 on the Sand Springs Personnel Board would be passed at this time.

15. Financial Reports

Finance Director Kelly Lamberson provided an overview of the monthly financial reports for all funds. Discussion was held regarding the use of the hotel/motel tax.

16. Correspondence

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

A) Regular monthly bills.

B) An email, dated June 17, 2016, inquiring the operating dates/hours for the Keystone Ancient Fore for 2017.

17. City Manager's and Council Members Report

A) List of Upcoming Events:

- 1) Street Dept Chipper Days: 07/02, 08/06, 09/03, 10/10, 11/05, 12/03/16
- 2) Sand Springs Sertoma Fireworks Display: 07/03/16
- 3) Independence Day Holiday: City Offices Closed: 07/04/16
- 4) CASEtime Movie Night: 07/08, 08/12, 09/09, 10/14, 11/11, 12/09/16
- 5) KAF Hike Days: 07/09, 08/13, 09/10/16
- 6) Labor Day Holiday: City Offices Closed: 09/05/16
- 7) Rotary Downhill Derby: 09/17/16
- 8) Boo on Broadway: 10/29/16
- 9) Veterans' Day Holiday: City Offices Closed 11/11/16
- 10) Thanksgiving Holiday: City Offices Closed: 11/24-25/16
- 11) Festival of Lights Christmas Parade: 12/02/16
- 12) Employee Recognition Luncheon: 12/07/16
- 13) Christmas Holiday: City Offices Closed: 12/23, 12/26/16

B) City Manager Elizabeth Gray also reported on the following items:

- 1) IAFF and City agreed to a one-year contract.
- 2) Various events results.

Councilwoman Dixon stated Councilman Nollan and herself attended the required 8-hour Newly Elected Official training session.

Councilman Jackson reminded Council that tomorrow, Tuesday, June 28, is election day.

18. Recess City Council Meeting

Mayor Burdge recessed the Council Meeting, to be reconvened following the Municipal Authority Meeting at the noted time of 9:19 pm.

19. Reconvene Council Meeting

Mayor Burdge reconvened the City Council Meeting at the noted time of 9:35 pm.

20. 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 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); 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); and for the purpose of discussion related possible claims against the Tulsa County Commissioners and/or Tulsa County Sheriff concerning jail operations in accordance with O.S. Title 25, Section 307(B)(4).

A motion was made by Vice Mayor Fothergill and seconded by Councilman Nollan to retire 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); 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); and for the purpose of discussion related possible claims against the Tulsa County Commissioners and/or Tulsa County Sheriff concerning jail operations in accordance with O.S. Title 25, Section 307(B)(4).

Mayor Burdge called for the vote recorded as follows:

Councilman Nollan, aye; Councilman Wilson, aye; Mayor Burdge, aye; Vice Mayor Fothergill, aye; Councilman Spoon, aye; Councilwoman Dixon, aye; Councilman Jackson, aye.

The motion carried 7-0-0.

Mayor Burdge, Vice Mayor Fothergill, Councilman Jackson, Councilman Dixon, Councilman Spoon, Councilman Wilson, Councilman Nollan, City Manager Elizabeth Gray and City Attorney David Weatherford retired into Executive Session at the noted time of 9:37 pm.

Discussion was held 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); 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); and for the purpose of

discussion related possible claims against the Tulsa County Commissioners and/or Tulsa County Sheriff concerning jail operations in accordance with O.S. Title 25, Section 307(B)(4).

B) Following the Executive Session, Mayor Burdge reconvened the Council Meeting at the noted time of 11:00 pm.

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

21. Adjournment

There being no other discussion, the meeting adjourned at the noted time of 11:01 pm.

Janice L. Almy, City Clerk

DRAFT

**CITY OF SAND SPRINGS
MONTHLY TRANSFERS
July, 2016**

	ANNUAL BUDGET		MONTH	YEAR TO
	<u>FROM</u>	<u>TO</u>	<u>TRANSFER</u>	<u>DATE</u>
TRANSFERS PER BOND INDENTURE				
FROM: General Fund	\$ 5,472,971		\$ 391,114	\$ 391,114
TO: Mun Auth Water Utility Fund		3,085,195	260,743	260,743
Street Impr Fund		1,542,598	130,371	130,371
Public Safety Cap Impr Fund (Jan 2017)		691,509	-	-
Economic Dev Cap Impr Fund (Jan 2017) (sales tax)		153,669	-	-
TRANSFERS PER COUNCIL ACTION				
FROM: General Fund	\$ 762,000		\$ 1,000	\$ 1,000
TO: General Short Term Capital Fund(E911)		12,000	1,000	1,000
Tax Increment District Fund		750,000	-	-
FROM: Sinking Fund (Interest)	\$ 1,500		\$ 50	\$ 50
TO: General Fund		1,500	50	50
FROM: Capital Impr W&WW Fund	\$ 800,000		\$ 66,667	\$ 66,667
TO: Mun Auth Water Util Fund		800,000	66,667	66,667



CITY OF SAND SPRINGS

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

Agenda item # _____

CITY OF SAND SPRINGS
COUNCIL/AUTHORITY STAFF REPORT
MEETING DATE: July 25, 2016

SUBJECT:

RESOLUTION No. 17-01 and M17-01

COUNCIL AND THE MUNICIPAL AUTHORITY WILL CONSIDER A RESOLUTION APPROVING THE ANNUAL RENEWAL OF EXISTING SALES TAX AGREEMENTS BETWEEN THE CITY AND SSMA THAT ARE REQUIRED FOR BOND FINANCING.

BACKGROUND AND HISTORY:

As a part of the existing bond financing that has been used by the Sand Springs Municipal Authority (Revenue Bonds for the Wastewater Plant, Public Works Facility and other Public Works Improvements, and Revenue bonds for Public Safety), the City and the Municipal Authority entered into the five attached Sales Tax Agreements that provide additional security for the payment of the bond, basically pledging City sales tax if needed to repay the debt. The agreements require annual renewal and the approval of the joint resolution simply renews those existing agreements.

STAFF RECOMMENDATION:

Approval of the resolution renewing the sales tax agreements.

BUGETARY IMPACT: None.

COMPILED BY: Finance Director & City Attorney **APPROVED BY:** City Manager

Attachments:

List of attachments: (1) proposed resolution; (2) Sales Tax Agreement Dated October 1, 2013; (3) Sales Tax Agreement Dated November 1, 2012; (4) Sales Tax Agreement Dated December 1, 2009; (5) Sales Tax Agreement Dated December 1, 2015; and (6) Sales Tax Agreement Dated March 1, 2016.

RESOLUTION NO. 17-01 and M17-01

**A RESOLUTION RENEWING, RATIFYING AND REAFFIRMING,
FOR FISCAL YEAR 2016-17, THE “SALES TAX AGREEMENTS”
BETWEEN THE CITY OF SAND SPRINGS AND THE SAND
SPRINGS MUNICIPAL AUTHORITY.**

WHEREAS, The City Council of the City of Sand Springs has previously approved sales tax agreements between the City and the Sand Springs Municipal Authority wherein the City agreed to make payments to the Authority in amounts sufficient to pay when due all principal and interest on the Authority's Utility System Revenue Promissory Notes including but not limited to the Utility Systems Revenue Bonds Series 2012, the Utility System Revenue Notes Refunding Series 2013; various notes referenced in the 2009 Sales Tax Agreement dated December 1, 2009; as well as the Capital Improvement Revenue Bonds 2015, and the Capital Improvement Revenue Bonds 2016.

WHEREAS, annual renewal of the agreements is necessary and appropriate for the current fiscal year as a routine annual renewal, and is in the best interest of the residents of the City of Sand Springs and the rate payers of the municipal authority.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF SAND SPRINGS AND BY THE TRUSTEES OF THE SAND SPRINGS
MUNICIPAL AUTHORITY:**

SECTION 1. The Sales Tax Agreement dated October 1, 2013, the Sales Tax Agreement dated November 1, 2012, and the Sales Tax Agreement dated December 1, 2009, the Sales Tax Agreement dated December 1, 2015, the Sales Tax Agreement dated March 1, 2016, and all other current Sales Tax Agreements between the City and the Authority are hereby renewed, ratified and affirmed by the City of Sand Springs and Sand Springs Municipal Authority for the current fiscal year.

PASSED AND APPROVED by the City Council of the City of Sand Springs this 25th day of July, 2016.

Mike Burdge,
Mayor of the City of Sand Springs
and
Chairman of the Sand Springs
Municipal Authority

ATTEST:

Janice Almy, City Clerk/Secretary

David L. Weatherford, City/Authority Attorney

SALES TAX AGREEMENT

THIS SALES TAX AGREEMENT, dated as of the 1st day of October, 2013, by and between **the SAND SPRINGS MUNICIPAL AUTHORITY** (the "Authority") and the **CITY OF SAND SPRINGS, OKLAHOMA** (the "City").

WITNESSETH:

WHEREAS, The Authority has been created by a Trust Indenture, dated as of March 14, 1966, designating the members of the governing body of the City as Trustees of the Authority for the use and benefit of the City under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2011, Sections 176 to 180.3, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City did adopt an Ordinance No. 456, dated July 1, 1979, which was approved by the qualified electors of the City at an election held May 22, 1979, levying and assessing a sales tax of one percent (1.0%) to be used by the City of Sand Springs or its duly constituted authority for the purposes of paying for capital expenditures to extend and improve its water and sanitary sewer system and for the payment of indebtedness incurred with respect, (collectively referred to as the "Sales Tax"); and

WHEREAS, the Authority has determined that it would be most advantageous at this time for the Authority to provide funds to be used to provide funds to refinance and refund certain outstanding indebtedness of the Authority delineated under agreement with the Oklahoma Water Resources Board dated April 1, 2004, in the aggregate principal amount of \$1,860,000.00, of which \$1,100,000.00 is currently outstanding; (which are herein collectively referred to as the "Prior Debt"); and

WHEREAS, in order to refinance the Prior Debt, the Authority intends to issue its Sand Springs Municipal Authority Utility System Revenue Notes, Refunding Series 2013, in the aggregate principal amount of \$1,020,000.00 (the "Notes"); and

WHEREAS, in order to better secure the payment of the Notes, and the performance of the City under this Sales Tax Agreement, it is necessary that this Sales Tax Agreement be entered into; and

WHEREAS, all things required to have been done to make this Sales Tax Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS EXPRESSED HEREIN AND THE ISSUANCE OF THE NOTES BY THE AUTHORITY AND OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES HERETO, THE CITY AND THE AUTHORITY AGREE AS FOLLOWS:

SECTION 1. The Authority shall issue the Notes and use the net proceeds from the sale thereof to finance the costs and expenses of refunding and refinancing of the Prior Debt, and to pay the costs of issuance of the Notes, as more fully set out in the Note Indenture, dated as of October 1, 2013 (the "Indenture"), by and between the Authority and BOKF, NA d/b/a Bank of Oklahoma, (the "Trustee").

SECTION 2. In consideration of the issuance of the Notes and implementation of the Project by the Authority, the City shall deposit in its special sales tax fund each month as received, proceeds derived from the Sales Tax as received from the Oklahoma Tax Commission. In the event the Authority has failed to make any debt service payment to the Trustee on the Note, the City shall transfer such sales tax as may be necessary to make any such debt service payment, subject and subordinate to the provisions of the Bond Indenture dated as of November 1, 2001 by and between the Authority and Bank of New York Mellon Trust Company, N.A., as any indentures supplemental thereto. This agreement of the City is subject to availability and appropriation of funds. Such Sales Tax proceeds shall be used by the Trustee on behalf of the Authority pursuant to the terms and provisions of the Indenture, including specifically for the payment of principal and interest on the Notes when due (whether upon the scheduled due date, upon purchase, or acceleration, or otherwise), which purpose is hereby acknowledged to be consistent with the authorized and proper use of such Sales Tax proceeds.

SECTION 3. The Authority agrees that all proceeds of the Sales Tax received by it shall be utilized exclusively for the purposes set out in the Ordinance of the City.

SECTION 4. It is hereby acknowledged that under applicable Oklahoma law, the City may not become obligated beyond its fiscal year (July 1 through June 30) and therefore, the covenants made herein by the City shall be on a year-to-year basis. Payment of the Sales Tax proceeds as set out herein is subject to the availability of funds and annual appropriations thereof by the City. The Notes issued by the Authority shall in no way be or become an obligation of the City.

SECTION 5. This Agreement shall be for a term commencing on the date hereof and ending on June 30, 2014. This Agreement may be renewed for successive annual periods commencing July 1, 2014, at the option of the City, upon written notice of the exercise of each such option from the City to the Authority given prior to the expiration of the then current term and the taking by the City of such official action as shall be required by applicable laws to effect such renewal and annual appropriation described in Section 2 hereof. Notice of such renewal shall be provided to the Trustee, not later than July 31 of each year.

SECTION 6. It is understood and agreed that this Sales Tax Agreement is a third party beneficiary contract for the benefit of the holders of the Notes and may be pledged and assigned by the Authority as security for the Notes.

SECTION 7. The City is not in default in the performance, observance or fulfillment of any material obligation, covenant or condition contained in any material agreement or instrument to which the City is a party or by which the City or any of its property is bound or in any of the obligations, covenants or conditions contained in this Agreement.

The financial statements of the City as and for the period ended June 30, 2012, supplied to the Authority fairly present the financial status and operating results of the City as of such date and for the period covered thereby and there has not been any material adverse change in the financial condition of the City since such date; and to the best knowledge of the City, the Annual Report of the City dated June 30, 2012, heretofore delivered to the Authority does not contain any untrue statement of a material fact and does not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

The City hereby agrees to supply to the Authority, and any holder of the Notes who requests the same, the comprehensive annual financial report and other financial statements prepared by the City no later than December 1 annually, and such other financial information of the City as the Authority may from time to time reasonably request.

SECTION 8. Any notice or other communication required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as listed below, or to such other address as the party concerned may substitute by written notice to the other:

If to the Authority:	Sand Springs Municipal Authority 100 Broadway Ave. Sand Springs, Oklahoma 74163
If to the City:	City of Sand Springs, Oklahoma 100 Broadway Ave. Sand Springs, Oklahoma 74163

SECTION 9. It is the intention of the parties that the laws of the State of Oklahoma shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of the parties.

SECTION 10. No amendment or modification hereof shall be deemed valid unless first reduced to writing and signed and dated by both parties hereto and unless written consent of the Noteholders has been obtained as more fully set forth in the Indenture. Fully executed copies of this Agreement shall be deemed for all purposes as duplicate originals.

SECTION 11. Should any section, clause or provision of this Agreement be invalid or void for any reason, such invalid or void section, clause or provision shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain in full force and effect.

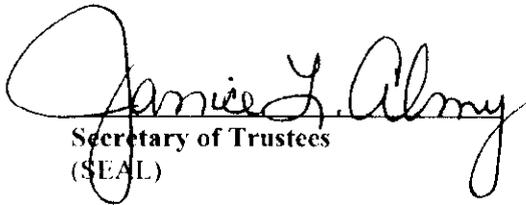
SECTION 12. The headings of the several sections of this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.

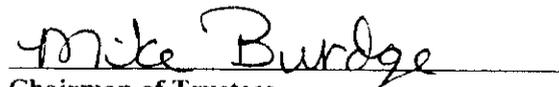
SECTION 13. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. The City hereby acknowledges that this Agreement will be pledged to the Trustee for the holders of the Notes, and the City consents to such pledge.

IN WITNESS WHEREOF, the Authority has caused this Sales Tax Agreement to be signed by its Chairman of Trustees, attested by its Secretary of Trustees and has caused the seal of the Authority to be impressed hereon, and the City has caused this Sales Tax Agreement to be signed by the Mayor of the City, attested by the City Clerk and has caused the seal of the City to be impressed hereon all as of the date first above written.

SAND SPRINGS MUNICIPAL AUTHORITY

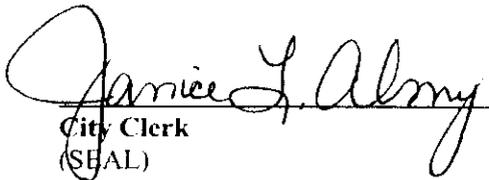
ATTEST:


Secretary of Trustees
(SEAL)


Chairman of Trustees

CITY OF SAND SPRINGS, OKLAHOMA

ATTEST:


City Clerk
(SEAL)


Mayor

SALES TAX AGREEMENT

THIS SALES TAX AGREEMENT, dated as of the 1st day of November, 2012, by and between the **SAND SPRINGS MUNICIPAL AUTHORITY** (the "Authority") and the **CITY OF SAND SPRINGS, OKLAHOMA** (the "City").

WITNESSETH:

WHEREAS, The Authority has been created by a Trust Indenture, dated as of March 14, 1966, designating the members of the governing body of the City as Trustees of the Authority for the use and benefit of the City under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2011, Sections 176 to 180.3, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City did adopt an Ordinance No. 456, dated July 1, 1979, which was approved by the qualified electors of the City at an election held May 22, 1979, levying and assessing a sales tax of one percent (1.0%) to be used by the City of Sand Springs or its duly constituted authority for the purposes of paying for capital expenditures to extend and improve its water and sanitary sewer system and for the payment of indebtedness incurred with respect, (collectively referred to as the "Sales Tax"); and

WHEREAS, the Authority has determined that it would be most advantageous at this time for the Authority to provide funds to be used to make capital improvements and extensions to the water distribution, processing, and treatment system and facilities and related and ancillary facilities and the sanitary sewer treatment and disposal system and facilities and related and ancillary facilities of the City of Sand Springs and leased to the Authority; (the "Project") and to provide funds to refinance and refund certain outstanding indebtedness of the Authority delineated under agreements with the Army Corps of Engineers under dates of November 1, 1992 and April 15, 2006, in the aggregate principal amount of \$6,702,665.00, of which \$3,475,000.00 is currently outstanding; (which are herein collectively referred to as the "Prior Debt"); and

WHEREAS, in order to provide for the Project and to refinance the Prior Debt, the Authority intends to issue its Sand Springs Municipal Authority Utility System Revenue Bonds, Series 2012, in the aggregate principal amount of not to exceed \$30,510,000.00 (the "Bonds"); and

WHEREAS, in order to better secure the payment of the Bonds, and the performance of the City under this Sales Tax Agreement, it is necessary that this Sales Tax Agreement be entered into; and

WHEREAS, all things required to have been done to make this Sales Tax Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS EXPRESSED HEREIN AND THE ISSUANCE OF THE BONDS BY THE AUTHORITY AND OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES HERETO, THE CITY AND THE AUTHORITY AGREE AS FOLLOWS:

SECTION 1. The Authority shall issue the Bonds and use the net proceeds from the sale thereof to finance the costs and expenses of the Project and the refunding and refinancing of the Prior Debt, to fund a Sinking Fund Reserve Fund and to pay the costs of issuance of the Bonds, as more fully set out in the Bond Indenture, dated as of November 1, 2001 as supplemented and amended by the Fourth Supplemental Bond Indenture, dated as of November 1, 2012 (collectively the "Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., (the "Trustee").

SECTION 2. In consideration of the issuance of the Bonds and implementation of the Project by the Authority, the City shall deposit in its special sales tax fund each month as received, proceeds derived from the Sales Tax as received from the Oklahoma Tax Commission, and the City agrees, subject to availability and appropriation of funds, to transfer, as received, all proceeds of the Sales Tax to the Trustee on behalf of the Authority for immediate deposit in the Authority's Revenue Fund created under the Indenture. Such Sales Tax proceeds shall be used by the Trustee on behalf of the Authority pursuant to the terms and provisions of the Indenture, including specifically for the payment of principal and interest on the Bonds when due (whether upon the scheduled due date, upon purchase, or acceleration, or otherwise), which purpose is hereby acknowledged to be consistent with the authorized and proper use of such Sales Tax proceeds.

SECTION 3. The Authority agrees that all proceeds of the Sales Tax received by it shall be utilized exclusively for the purposes set out in the Ordinance of the City and Section 2 of this Agreement and for no other purposes.

SECTION 4. It is hereby acknowledged that under applicable Oklahoma law, the City may not become obligated beyond its fiscal year (July 1 through June 30) and therefore, the covenants made herein by the City shall be on a year-to-year basis. Payment of the Sales Tax proceeds as set out herein is subject to the availability of funds and annual appropriations thereof by the City. The Bonds issued by the Authority shall in no way be or become an obligation of the City.

SECTION 5. This Agreement shall be for a term commencing on the date hereof and ending on June 30, 2013. This Agreement may be renewed for successive annual periods commencing July 1, 2013, at the option of the City, upon written notice of the exercise of each such option from the City to the Authority given prior to the expiration of the then current term and the taking by the City of such official action as shall be required by applicable laws to effect such renewal and annual appropriation described in Section 2 hereof. Notice of such renewal shall be provided to the Trustee, not later than July 31 of each year.

SECTION 6. It is understood and agreed that this Sales Tax Agreement is a third party beneficiary contract for the benefit of the holders of the Bonds and may be pledged and assigned by the Authority as security for the Bonds.

SECTION 7. The City is not in default in the performance, observance or fulfillment of any material obligation, covenant or condition contained in any material agreement or instrument to which the City is a party or by which the City or any of its property is bound or in any of the obligations, covenants or conditions contained in this Agreement.

The financial statements of the City as and for the period ended June 30, 2011, supplied to the Authority fairly present the financial status and operating results of the City as of such date and for the period covered thereby and there has not been any material adverse change in the financial condition of

the City since such date; and to the best knowledge of the City, the Annual Report of the City dated June 30, 2011, heretofore delivered to the Authority does not contain any untrue statement of a material fact and does not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

The City hereby agrees to supply to the Authority, and any holder of the Bonds who requests the same, the comprehensive annual financial report and other financial statements prepared by the City no later than December 1 annually, and such other financial information of the City as the Authority may from time to time reasonably request.

SECTION 8. Any notice or other communication required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as listed below, or to such other address as the party concerned may substitute by written notice to the other:

If to the Authority:

Sand Springs Municipal Authority
100 Broadway Ave.
Sand Springs, Oklahoma 74163

If to the City:

City of Sand Springs, Oklahoma
100 Broadway Ave.
Sand Springs, Oklahoma 74163

SECTION 9. It is the intention of the parties that the laws of the State of Oklahoma shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of the parties.

SECTION 10. No amendment or modification hereof shall be deemed valid unless first reduced to writing and signed and dated by both parties hereto and unless written consent of the Bondholders has been obtained as more fully set forth in the Indenture. Fully executed copies of this Agreement shall be deemed for all purposes as duplicate originals.

SECTION 11. Should any section, clause or provision of this Agreement be invalid or void for any reason, such invalid or void section, clause or provision shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain in full force and effect.

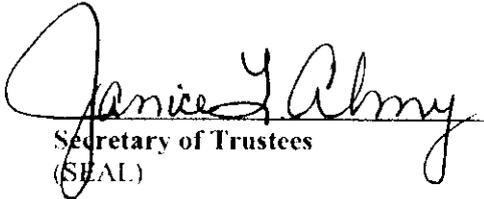
SECTION 12. The headings of the several sections of this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.

SECTION 13. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. The City hereby acknowledges that this Agreement will be pledged to the Trustee for the holders of the Bonds, and the City consents to such pledge.

IN WITNESS WHEREOF, the Authority has caused this Sales Tax Agreement to be signed by its Chairman of Trustees, attested by its Secretary of Trustees and has caused the seal of the Authority to be impressed hereon, and the City has caused this Sales Tax Agreement to be signed by the Mayor of the City, attested by the City Clerk and has caused the seal of the City to be impressed hereon all as of the date first above written.

SAND SPRINGS MUNICIPAL AUTHORITY

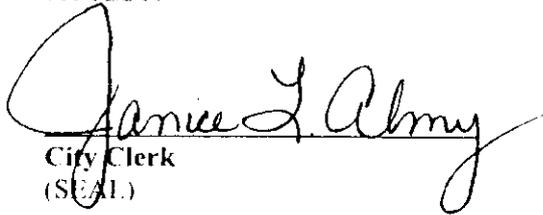
ATTEST:


Secretary of Trustees
(SEAL)


Chairman of Trustees

CITY OF SAND SPRINGS, OKLAHOMA

ATTEST:


City Clerk
(SEAL)


Mayor

SALES TAX AGREEMENT

THIS SALES TAX AGREEMENT, dated as of the 1st day of December, 2009, by and between the **SAND SPRINGS MUNICIPAL AUTHORITY** (the "Authority") and the **CITY OF SAND SPRINGS, OKLAHOMA** (the "City").

W I T N E S S E T H :

WHEREAS, The Authority has been created by a Trust Indenture, dated as of March 14, 1966, designating the members of the governing body of the City as Trustees of the Authority for the use and benefit of the City under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 1991, Sections 176 to 180.3, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City did adopt an Ordinance No. 456, dated July 1, 1979, which was approved by the qualified electors of the City at an election held May 22, 1979, levying and assessing a sales tax of one percent (1.0%) to be used by the City of Sand Springs or its duly constituted authority for the purposes of paying for capital expenditures to extend and improve its water and sanitary sewer system and for the payment of indebtedness incurred with respect thereto, (collectively referred to as the "Sales Tax"); and

WHEREAS, the Authority has heretofore pursuant to a Bond Indenture dated as of November 1, 2001 (the "Indenture"), by and between the Authority and J.P. Morgan Trust Company, N.A. (the "Trustee"), issued its \$6,820,000.00 Sand Springs Municipal Authority Water and Sewer System Revenue Bonds, Refunding Series 2001 (the "Bonds"); and

WHEREAS, the Authority has heretofore issued its \$1,200,000 Clean Water SRF Promissory Note, Series 2003A (the "Series 2003A Note"), its \$2,095,000 Promissory Note, Series 2003B (the "Series 2003B Note"), its \$950,805.77 Clean Water SRF Promissory Note, Series 2004A (the "Series 2004A Note"), its \$1,860,000 Promissory Note, Series 2004B (the "Series 2004B Note"), its \$2,314,000 Clean Water SRF Promissory Note, Series 2005 (the "Series 2005 Note") and its \$2,250,000 Series 2006 Clean Water SRF Promissory Note (the "Series 2006 Note"); and

WHEREAS, the Authority has determined upon a project consisting of making further improvements to the water system operated by the Authority (the "Project") and

WHEREAS, in order to pay the costs of the Project, the Authority intends to issue its \$5,630,000 Series 2009 Drinking Water SRF Promissory Note to Oklahoma Water Resources Board (the "Series 2009 Note"); and

WHEREAS, in order to better secure the payment of the Bonds, the Series 2003A Note, the Series 2003B Note, the Series 2004A Note, the Series 2004B Note, the Series 2005 Note, the Series 2006 Note and the Series 2009 Note and the performance of the City under this Sales Tax Agreement, it is necessary that this Sales Tax Agreement be entered into; and

WHEREAS, all things required to have been done to make this Sales Tax Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS EXPRESSED HEREIN AND THE ISSUANCE OF THE BONDS, THE SERIES 2003A NOTE, THE SERIES 2003B NOTE, THE SERIES 2004A NOTE, THE SERIES 2004B NOTE, THE SERIES 2005 NOTE, THE SERIES 2006 NOTE AND THE SERIES 2009 NOTE BY THE AUTHORITY AND OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES HERETO, THE CITY AND THE AUTHORITY AGREE AS FOLLOWS:

SECTION 1. The Authority shall issue the Series 2009 Note and use the net proceeds from the sale thereof for the Project.

SECTION 2. In consideration of the issuance of the Bonds, the Series 2003A Note, the Series 2003B Note, the Series 2004A Note, the Series 2004B Note, the Series 2005 Note, the Series 2006 Note and the Series 2009 Note and implementation of the Project by the Authority, the City shall deposit in its special sales tax fund each month as received, proceeds derived from the Sales Tax as received from the Oklahoma Tax Commission, and the City agrees, subject to availability and appropriation of funds, to transfer, as received, all proceeds of the Sales Tax to the Trustee on behalf of the Authority for immediate deposit in the Authority's Revenue Fund created under the Indenture. Such Sales Tax proceeds shall be used by the Trustee on behalf of the Authority pursuant to the terms and provisions of the Indenture, first for the payment of principal and interest on the Bonds, the Series 2003B Note and the Series 2004B Note when due (whether upon the scheduled due date, upon purchase, or acceleration, or otherwise), second for the payment of principal and interest on the Series 2003A Note, the Series 2004A Note, the Series 2005 Note, the Series 2006 Note and the Series 2009 Note, which purposes are hereby acknowledged to be consistent with the authorized and proper use of such Sales Tax proceeds.

SECTION 3. The Authority agrees that all proceeds of the Sales Tax received by it shall be utilized exclusively for the purposes set out in the Ordinance of the City and Section 2 of this Agreement and for no other purposes.

SECTION 4. It is hereby acknowledged that under applicable Oklahoma law, the City may not become obligated beyond its fiscal year (July 1 through June 30) and therefore, the covenants made herein by the City shall be on a year-to-year basis. Payment of the Sales Tax proceeds as set out herein is subject to the availability of funds and annual appropriations thereof by the City. The Bonds issued by the Authority shall in no way be or become an obligation of the City.

SECTION 5. This Agreement shall be for a term commencing on the date hereof and ending on June 30, 2010. This Agreement may be renewed for successive annual periods commencing July 1, 2010, at the option of the City, upon written notice of the exercise of each such option from the City to the Authority given prior to the expiration of the then current term and the taking by the City of such official action as shall be required by applicable laws to effect such renewal and annual appropriation described in Section 2 hereof. Notice of such renewal shall be provided to the Trustee, not later than July 31 of each year.

SECTION 6. It is understood and agreed that this Sales Tax Agreement is a third party beneficiary contract for the benefit of the holders of the Bonds, the Series 2003A Note, the Series 2003B Note, the Series 2004A Note, the Series 2004B Note, the Series 2005 Note, the Series 2006 Note and the Series 2009 Note and may be pledged and assigned by the Authority as security for the Bonds, the Series 2003A Note,

the Series 2003B Note, the Series 2004A Note, the Series 2004B Note, the Series 2005 Note, the Series 2006 Note and the Series 2009 Note.

SECTION 7. The City is not in default in the performance, observance or fulfillment of any material obligation, covenant or condition contained in any material agreement or instrument to which the City is a party or by which the City or any of its property is bound or in any of the obligations, covenants or conditions contained in this Agreement.

The financial statements of the City as and for the period ended June 30, 2009, supplied to the Authority fairly present the financial status and operating results of the City as of such date and for the period covered thereby and there has not been any material adverse change in the financial condition of the City since such date; and to the best knowledge of the City, the Annual Report of the City dated June 30, 2009, heretofore delivered to the Authority does not contain any untrue statement of a material fact and does not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

The City hereby agrees to supply to the Authority, and any holder of the Bonds, the Series 2003A Note, the Series 2003B Note, the Series 2004A Note, the Series 2004B Note, the Series 2005 Note, the Series 2006 Note and the Series 2009 Note who requests the same, the comprehensive annual financial report and other financial statements prepared by the City no later than December 1 annually, and such other financial information of the City as the Authority may from time to time reasonably request.

SECTION 8. Any notice or other communication required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as listed below, or to such other address as the party concerned may substitute by written notice to the other:

If to the Authority:

Sand Springs Municipal Authority
100 Broadway Ave.
Sand Springs, Oklahoma 74163

If to the City:

City of Sand Springs, Oklahoma
100 Broadway Ave.
Sand Springs, Oklahoma 74163

SECTION 9. It is the intention of the parties that the laws of the State of Oklahoma shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of the parties.

SECTION 11. No amendment or modification hereof shall be deemed valid unless first reduced to writing and signed and dated by both parties hereto and unless written consent of the Bondholders has been obtained as more fully set forth in the Indenture. Fully executed copies of this Agreement shall be deemed for all purposes as duplicate originals.

SECTION 11. Should any section, clause or provision of this Agreement be invalid or void for any reason, such invalid or void section, clause or provision shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain in full force and effect.

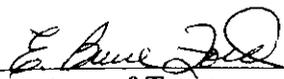
SECTION 12. The headings of the several sections of this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.

SECTION 13. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. The City hereby acknowledges that this Agreement will be pledged to the Trustee for the holders of the Bonds, the Series 2003A Note, the Series 2003B Note, the Series 2004A Note, the Series 2004B Note, the Series 2005 Note, the Series 2006 Note and the Series 2009 Note and the City consents to such pledge.

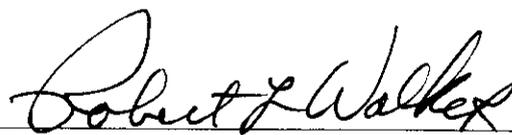
IN WITNESS WHEREOF, the Authority has caused this Sales Tax Agreement to be signed by its Chairman of Trustees, attested by its Secretary of Trustees and has caused the seal of the Authority to be impressed hereon, and the City has caused this Sales Tax Agreement to be signed by the Mayor of the City, attested by the City Clerk and has caused the seal of the City to be impressed hereon all as of the date first above written.

SAND SPRINGS MUNICIPAL AUTHORITY

ATTEST:



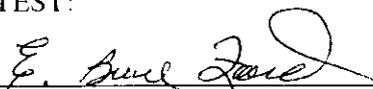
Secretary of Trustees
(SEAL)

By: 

Chairman of Trustees

CITY OF SAND SPRINGS, OKLAHOMA

ATTEST:



City Clerk
(SEAL)

By: 

Mayor

SALES TAX AGREEMENT

THIS SALES TAX AGREEMENT, dated as of the 1st day of December, 2015, by and between **the SAND SPRINGS MUNICIPAL AUTHORITY** (the "Authority") and the **CITY OF SAND SPRINGS, OKLAHOMA** (the "City").

WITNESSETH:

WHEREAS, The Authority has been created by a Trust Indenture, dated as of March 14, 1966, for the use and benefit of the City of Sand Springs under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2011, Sections 176 to 180.3, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City did adopt Ordinance No. 1267 on July 27, 2015 which was approved by the qualified electors of the City at an election held for that purpose, levying and assessing a sales tax of forty five hundredths of one percent (.45%) to be used for the purpose of constructing, reconstructing, improving, remodeling, repairing, operating and maintaining public safety buildings, improvements and facilities for the benefit of the City of Sand Springs, Oklahoma and acquiring necessary lands therefor, and purchasing and installing public safety equipment for the City of Sand Springs, Oklahoma, including, but not limited to, the payment of debt service on indebtedness incurred by or on behalf of the City for such purpose (collectively referred to as the "Sales Tax"); and

WHEREAS, the Authority has determined upon a project consisting of the constructing, reconstructing, improving, remodeling, repairing, operating and maintaining public safety buildings, improvements and facilities for the benefit of the City of Sand Springs, Oklahoma and acquiring necessary lands therefor, and purchasing and installing public safety equipment for the City of Sand Springs, Oklahoma (the "Project"); and

WHEREAS, in order to pay the costs of the Project, the Authority intends to issue its not to exceed \$16,000,000.00 Capital Improvement Revenue Bonds, in one or more series, (the "Bonds"); and

WHEREAS, in order to better secure the payment of the Bonds it is necessary that this Sales Tax Agreement be entered into; and

WHEREAS, all things required to have been done to make this Sales Tax Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS EXPRESSED HEREIN AND THE ISSUANCE OF THE BONDS BY THE AUTHORITY AND OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES HERETO, THE CITY AND THE AUTHORITY AGREE AS FOLLOWS:

SECTION 1. The Authority shall issue the Bonds and use the net proceeds from the sale thereof to finance the costs and expenses of the Project and to pay the costs of issuance of the Bonds, as more fully set out in the Bond Indenture, dated as of December 1, 2015 (the "Indenture"), by and between the Authority and BOKF, National Association, (the "Trustee").

SECTION 2. In consideration of the issuance of the Bonds and implementation of the Project by the Authority, the City shall deposit in its special sales tax fund each month as received, proceeds derived from the Sales Tax as received from the Oklahoma Tax Commission, and the City agrees, subject to availability and appropriation of funds, to transfer, as received, all proceeds of the Sales Tax to the Trustee on behalf of the Authority for immediate deposit in the Authority's Revenue Fund created under the Indenture. Such Sales Tax proceeds shall be used by the Trustee on behalf of the Authority pursuant to the terms and provisions of the Indenture, including specifically for the payment of principal and interest on the Bonds when due (whether upon the scheduled due date, upon purchase, or acceleration, or otherwise), which purpose is hereby acknowledged to be consistent with the authorized and proper use of such Sales Tax proceeds.

SECTION 3. The Authority agrees that all proceeds of the Sales Tax received by it shall be utilized exclusively for the purposes set out in the Ordinance of the City and Section 2 of this Agreement and for no other purposes.

SECTION 4. It is hereby acknowledged that under applicable Oklahoma law, the City may not become obligated beyond its fiscal year (July 1 through June 30) and therefore, the covenants made herein by the City shall be on a year-to-year basis. Payment of the Sales Tax proceeds as set out herein is subject to the availability of funds and annual appropriations thereof by the City. The Bonds issued by the Authority shall in no way be or become an obligation of the City.

SECTION 5. This Agreement shall be for a term commencing on the date hereof and ending on June 30, 2016. This Agreement may be renewed for successive annual periods commencing July 1, 2016, at the option of the City, upon written notice of the exercise of each such option from the City to the Authority given prior to the expiration of the then current term and the taking by the City of such official action as shall be required by applicable laws to effect such renewal and annual appropriation described in Section 2 hereof. Notice of such renewal shall be provided to the Trustee, not later than July 31 of each year.

SECTION 6. It is understood and agreed that this Sales Tax Agreement is a third party beneficiary contract for the benefit of the holders of the Bonds and may be pledged and assigned by the Authority as security for the Bonds.

SECTION 7. The City is not in default in the performance, observance or fulfillment of any material obligation, covenant or condition contained in any material agreement or instrument to which the City is a party or by which the City or any of its property is bound or in any of the obligations, covenants or conditions contained in this Agreement.

The financial statements of the City as and for the period ended June 30, 2015, supplied to the Authority fairly present the financial status and operating results of the City as of such date and for the period covered thereby and there has not been any material adverse change in the financial condition of the City since such date; and to the best knowledge of the City, the Annual Report of the City dated June 30, 2015, heretofore delivered to the Authority does not contain any untrue statement of a material fact and does not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

The City hereby agrees to supply to the Authority, and any holder of the Bonds who requests the same, the comprehensive annual financial report and other financial statements prepared by the City no later than December 1 annually, and such other financial information of the City as the Authority may from time to time reasonably request.

SECTION 8. Any notice or other communication required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as listed below, or to such other address as the party concerned may substitute by written notice to the other:

If to the Authority:

Sand Springs Municipal Authority
100 Broadway Ave.
Sand Springs, Oklahoma 74063

If to the City:

City of Sand Springs, Oklahoma
100 Broadway Ave.
Sand Springs, Oklahoma 74063

SECTION 9. It is the intention of the parties that the laws of the State of Oklahoma shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of the parties.

SECTION 10. No amendment or modification hereof shall be deemed valid unless first reduced to writing and signed and dated by both parties hereto and unless written consent of the Bondholders has been obtained as more fully set forth in the Indenture. Fully executed copies of this Agreement shall be deemed for all purposes as duplicate originals.

SECTION 11. Should any section, clause or provision of this Agreement be invalid or void for any reason, such invalid or void section, clause or provision shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain in full force and effect.

SECTION 12. The headings of the several sections of this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.

SECTION 13. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. The City hereby acknowledges that this Agreement will be pledged to the Trustee for the holders of the Bonds, and the City consents to such pledge.

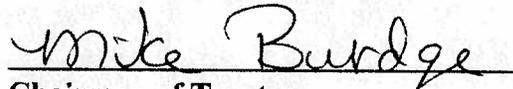
IN WITNESS WHEREOF, the Authority has caused this Sales Tax Agreement to be signed by its Chairman of Trustees, attested by its Secretary of Trustees and has caused the seal of the Authority to be impressed hereon, and the City has caused this Sales Tax Agreement to be signed by the Mayor of the City, attested by the City Clerk and has caused the seal of the City to be impressed hereon all as of the date first above written.

SAND SPRINGS MUNICIPAL AUTHORITY

ATTEST:

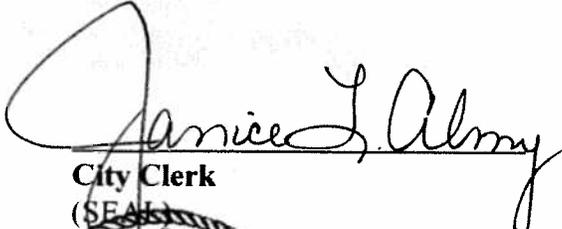

Secretary of Trustees
(SEAL)



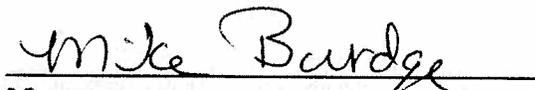

Chairman of Trustees

CITY OF SAND SPRINGS, OKLAHOMA

ATTEST:


City Clerk
(SEAL)




Mayor

SALES TAX AGREEMENT

THIS SALES TAX AGREEMENT, dated as of the 1st day of March, 2016, by and between the **SAND SPRINGS MUNICIPAL AUTHORITY** (the "Authority") and the **CITY OF SAND SPRINGS, OKLAHOMA** (the "City").

W I T N E S S E T H :

WHEREAS, The Authority has been created by a Trust Indenture, dated as of March 14, 1966, for the use and benefit of the City of Sand Springs under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2011, Sections 176 to 180.3, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City did adopt Ordinance No. 1267 on July 27, 2015 which was approved by the qualified electors of the City at an election held for that purpose, levying and assessing a sales tax of forty five hundredths of one percent (.45%) to be used for the purpose of constructing, reconstructing, improving, remodeling, repairing, operating and maintaining public safety buildings, improvements and facilities for the benefit of the City of Sand Springs, Oklahoma and acquiring necessary lands therefor, and purchasing and installing public safety equipment for the City of Sand Springs, Oklahoma, including, but not limited to, the payment of debt service on indebtedness incurred by or on behalf of the City for such purpose(collectively referred to as the "Sales Tax"); and

WHEREAS, the Authority has determined upon a project consisting of the constructing, reconstructing, improving, remodeling, repairing, operating and maintaining public safety buildings, improvements and facilities for the benefit of the City of Sand Springs, Oklahoma and acquiring necessary lands therefor, and purchasing and installing public safety equipment for the City of Sand Springs, Oklahoma (the "Project"); and

WHEREAS, in order to pay the costs of the Project, the Authority intends to issue its not to exceed \$16,000,000.00 Capital Improvement Revenue Bonds, in one or more series, consisting of the Authority's Capital Improvement Revenue Bonds Series 2015 in the aggregate principal amount of \$8,640,000.00 and the Authority's Capital Improvement Revenue Bonds Series 2016 in the aggregate principal amount of \$7,360,000.00 (the "Bonds"); and

WHEREAS, in order to better secure the payment of the Bonds it is necessary that this Sales Tax Agreement be entered into; and

WHEREAS, all things required to have been done to make this Sales Tax Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS EXPRESSED HEREIN AND THE ISSUANCE OF THE BONDS BY THE AUTHORITY AND OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES HERETO, THE CITY AND THE AUTHORITY AGREE AS FOLLOWS:

SECTION 1. The Authority shall issue the Bonds and use the net proceeds from the sale thereof to finance the costs and expenses of the Project and to pay the costs of issuance of the Bonds, as more fully set out in the Bond Indenture, dated as of December 1, 2015 as supplemented by a First Supplemental Bond Indenture dated as of March 1, 2016 (collectively the "Indenture"), by and between the Authority and BOKF, National Association, (the "Trustee").

SECTION 2. In consideration of the issuance of the Bonds and implementation of the Project by the Authority, the City shall deposit in its special sales tax fund each month as received, proceeds derived from the Sales Tax as received from the Oklahoma Tax Commission, and the City agrees, subject to availability and appropriation of funds, to transfer, as received, all proceeds of the Sales Tax to the Trustee on behalf of the Authority for immediate deposit in the Authority's Revenue Fund created under the Indenture. Such Sales Tax proceeds shall be used by the Trustee on behalf of the Authority pursuant to the terms and provisions of the Indenture, including specifically for the payment of principal and interest on the Bonds when due (whether upon the scheduled due date, upon purchase, or acceleration, or otherwise), which purpose is hereby acknowledged to be consistent with the authorized and proper use of such Sales Tax proceeds.

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The financial statements of the City as and for the period ended June 30, 2015, supplied to the Authority fairly present the financial status and operating results of the City as of such date and for the period covered thereby and there has not been any material adverse change in the financial condition of the City since such date; and to the best knowledge of the City, the Annual Report of the City dated June 30, 2015, heretofore delivered to the Authority does not contain any untrue statement of a material fact and does not omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

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100 Broadway Ave.
Sand Springs, Oklahoma 74063

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Sand Springs, Oklahoma 74063

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IN WITNESS WHEREOF, the Authority has caused this Sales Tax Agreement to be signed by its Chairman of Trustees, attested by its Secretary of Trustees and has caused the seal of the Authority to be impressed hereon, and the City has caused this Sales Tax Agreement to be signed by the Mayor of the City, attested by the City Clerk and has caused the seal of the City to be impressed hereon all as of the date first above written.

SAND SPRINGS MUNICIPAL AUTHORITY



Janice L. Almy
Secretary of Trustees
(SEAL)

Mike Burdge
Chairman of Trustees

CITY OF SAND SPRINGS, OKLAHOMA



Janice L. Almy
City Clerk
(SEAL)

Mike Burdge
Mayor



CITY OF SAND SPRINGS

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

Agenda Item # _____

**CITY OF SAND SPRINGS
COUNCIL/AUTHORITY STAFF REPORT
MEETING DATE: July 25, 2016**

SUBJECT:

FY17 Lease Renewals

BACKGROUND AND HISTORY:

Oklahoma law requires that the City Council take affirmative action each year for a lease-purchase to be renewed. This agenda satisfies the requirement to approve the lease-purchase renewals each fiscal year.

STAFF RECOMMENDATION:

Approve a renewal of the following lease-purchase agreements for the Fiscal Year ending June 30, 2017:

1. Fire Vehicle and Equipment Lease Purchase Agreement No. SAN2013-01EPB dated January 30, 2013 with Community First National Bank.
2. Police Radio Equipment Lease Purchase Agreement No. 23573 dated August 1, 2014 with Motorola Solutions, Inc.
3. Fire Radio Equipment Lease Purchase Agreement No. 23714 dated May 1, 2015 with Motorola Solutions, Inc.

BUDGETARY IMPACT:

Included in the current FY17 budget

COMPILED BY: Kelly Lamberson **PRESENTED BY:**

ATTACHMENTS:

None



CITY OF SAND SPRINGS

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

Agenda Item # _____

**CITY OF SAND SPRINGS
COUNCIL/AUTHORITY STAFF REPORT
MEETING DATE: July 25, 2016**

SUBJECT:

FY17 Reasors Agreement Renewal

BACKGROUND AND HISTORY:

On December 19, 2011, the Sand Springs City Council approved a 10 year sales tax rebate agreement with Reasor's, LLC, based on the understanding that this agreement serves a public purpose. Per the terms of the agreement, it must be resubmitted to City Council on an annual basis to be reviewed to ensure that there is a continuing public benefit to this agreement. The public benefits that were defined include:

- (a) The redevelopment of property that has remained vacant for a number of years, without significant economic activity, with a total investment by Reasor's at this location in the approximate amount of \$8.5 million.
- (b) The creation of new jobs, approximately 60-100 permanent jobs, with employment opportunities for the residents of the City, especially considering the employment losses in the Sand Springs area and limited employment opportunities for the residents of the City.
- (c) The creation of additional sales tax opportunities, both as a direct result of the Reasor's development and to the surrounding businesses that will benefit from the increased economic activity in the shopping center.
- (d) Additional shopping opportunities for the residents of the City for the purpose of improving the quality of life of the residents of the City.
- (e) The City by approval of this agreement finds that there is a direct relationship between the amount of sales taxes generated by Reasor's and the economic benefit, jobs benefit, and quality of life benefit realized by the residents of the City.

STAFF RECOMMENDATION:

Approve the renewal of the agreement between the City of Sand Springs and Reasor's LLC for fiscal year 2017 based on the fact that the above mentioned public benefits still apply.

BUDGETARY IMPACT:

Included in the current FY17 budget

COMPILED BY: Kelly Lamberson

APPROVED BY:

ATTACHMENTS:

Reasor's sales tax update

City of Sand Springs
Reasor's Sales Tax Rebate Analysis
As of June 30, 2016

Rebate Period	10 years	Estimated New Jobs	60-100 (as stated in agreement)
Dollar Cap	\$2 million	Number Employees	83 (per FY15 CAFR workpapers)
First Month Reported	July, 2011		
Est End Date	June, 2021		

Summary Collections	Collection Year	Reasor's Incentive (1%)
	FY2013	201,366
	FY2014	204,466
	FY2015	205,275
	FY2016	208,763
	Totals	\$ 819,870
	Incentive Dollar Cap	2,000,000
	Remaining Incentives Available	1,180,130

Detail Collections	Collection Period	FY2013	FY2014	FY2015	FY2016
	July	5,381	16,662	16,455	16,944
	August	28,914	15,734	16,541	17,155
	September	16,848	17,781	17,231	16,244
	October	16,736	16,212	16,217	17,986
	November	16,470	16,457	17,404	17,578
	December	15,982	17,930	17,027	17,435
	January	18,260	18,313	18,731	18,820
	February	15,502	17,043	17,983	9,913
	March	16,026	16,830	16,582	24,067
	April	17,466	17,004	16,867	17,224
	May	16,202	17,229	16,540	9,255
	June	17,579	17,271	17,696	26,141
	Totals	\$ 201,366	\$ 204,466	\$ 205,275	\$ 208,763

Change from Prior Year		1.5%	0.4%	1.7%
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**CITY OF SAND SPRINGS
COUNCIL/AUTHORITY STAFF REPORT**

MEETING DATE: July 20, 2016

SUBJECT:
FY16 YEAR-END SUPPLEMENTAL APPROPRIATIONS

BACKGROUND AND HISTORY:

The attached year-end budget supplemental appropriations are needed to allow for the proper entries related to the refunding of the GO 2006 bond and for accrued interest on the 2015 and 2016 revenue bonds to be recorded back to FY16.

BUGETARY IMPACT:

These supplemental appropriations will increase both revenues and expenditures in the Sinking Fund but ultimately it will result in an increase to the ending fund balance in the amount of \$5,891.96, and will increase the expenditures for debt service- interest in the Public Safety Capital Improvement Fund in the amount of \$205,000.

STAFF RECOMMENDATION:

Approval of the attached supplemental appropriations in the Sinking Fund and the Public Safety Capital Improvement Fund for fiscal year 2016.

COMPILED BY: Kelly Lamberson
Finance Director

APPROVED BY: Elizabeth A. Gray
City Manager

ATTACHMENTS:

Supplemental Appropriation

Supplemental Appropriation

Council will consider approval of the following Supplemental Appropriations in the following funds in Fiscal Year 2016:

Sinking Fund:

Increase:	Revenue-	Bond Proceeds	\$2,310,000
	Revenue-	Bond Issuance Revenue	\$ 93,317
Increase:	Expenditure-	Transfer to Escrow Agent	\$2,310,000
	Expenditure-	Bond Issuance Costs	\$ 91,186
Decrease:	Expenditure-	Interest on Bonds	\$ 3,761
Increase:		Ending Fund Balance	\$ 5,892

Public Safety Capital Improvement Fund:

Increase:	Expenditure-	Debt Service/ Interest	\$205,000
Decrease:		Ending Fund Balance	\$205,000

Staff recommends approval



CITY OF SAND SPRINGS
COUNCIL/~~AUTHORITY~~ STAFF REPORT

MEETING DATE: July 25, 2016

SUBJECT:

APPROVAL OF SUNGARD PUBLIC SECTOR INC. CONTRACT

STAFF RECOMMENDATION:

Approval of annual contract renewal with Sungard Public Sector Inc. for financial software package.

EXECUTIVE SUMMARY:

The City of Sand Springs has used Sungard for its financial software package since 2003. The software package includes the following applications: Customer Service, Work Orders, Automated Fuel Interface, Accounts Receivable, Cash Receipts, Fleet Management, General Ledger, Payroll/Personnel, Asset Management, Procurement Card Tracking, Building Permits, Code Enforcement, Occupational Licenses, Land Management, Case Management, and Purchasing/Inventory. This contract comes up for renewal every July 1. This year's renewal is for \$149,747.28, which includes a 3% increase over prior year.

BUDGETARY IMPACT:

Included in the current FY17 budget.

COMPILED BY: Arlena Barnes

APPROVED BY:

ATTACHMENT:

Sungard Public Sector contract renewal agreement

SUNGARD® PUBLIC SECTOR**Supplement to the SunGard Public Sector LLC Application Service Provider Agreement
Schedule A - Order Form**

This Schedule A - Order Form is entered into under the terms and conditions of the SunGard Public Sector LLC Application Service Provider Agreement dated September 19, 2006 (Agreement), between **SunGard Public Sector LLC (SunGard Public Sector)** and **City of Sand Springs, OK (Customer)**. Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Customer Name:	<u>City of Sand Springs, OK</u>	Yes	No
Agreement Number:	<u>5071LG-SDSP-160287-1</u>	Initial Order Form	X
		Replacement Order Form	X

- Initial Term:** Begins July 1, 2016 and expires twelve (12) months from the date the initial Monthly Access Fee is due under this Schedule A – Order Form.
- Application Groups:** Monthly Access Fees

	Applications and/or Services	Monthly Access Fee
Renewal Services	SDSP-5071LG-150521-1	
Existing Products (Currently Licensed)	CIS Handheld Base Integration (CU), Click2Gov CIS (K2), Customer Information System (CX), Work Orders/Facility Management (WF), Automated Fuel Interface (AF), Accounts Receivable (MR), Cash Receipts (CR), Fleet Management (FM), GMBA w/ Extended Reporting (ER), Payroll/Personnel (PR), Asset Management II (A2), Procurement Card Tracking (PC), Building Permits (BP), Code Enforcement (CE), Occupational Licenses (OL), Navi-Land Management (LX), Click2Gov Core Module (K1), NaviLine Case Management, Document Management Services (DX), QRep Catalogs(CX, A2, CS, PI, PR, BP, WF, MR, OL, CE, FM, CR, LX), OnePoint POS (KM), Purchasing/Inventory (PI), Cash Receipts Lockbox (CA), Handheld Device Download Interface (HD), ASP Additional Payroll Libraries (2), Kiosk Interface CoreBundle (K1K), Kiosk (Outside).	\$ 12,478.94
Third Party Products (Existing)	Cognos Admin (1)- CG, Cognos End User (5)- CG, ACOM Document Design (Payroll Check, Direct Deposit, AP Check, Purchase Order and W2 Form) - ACOM, RealVision Software, Verisign Digital Certificate (DC), QRep Web Intranet.- QI	Included in Monthly Fee
Retrofit Maintenance	23 objects	Included in Monthly Fee
Hardware Allocation	VPN Concentrator Option to include management and configuration VPN tunnel, Click2Gov Hardware and Software (Production & Test) will be hosted and managed by SunGard Public Sector	Included in Monthly Fee
Services	Setup, Implementation, Helpcard, Disaster Recovery Plan for SunGard Public Sector applications, ASP Service Bureau	Included in Monthly Fee
	Total Proposed System:	\$12,478.94

APPLICABLE TAXES ARE NOT INCLUDED IN THIS SCHEDULE, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

OTHER TERMS APPLICABLE TO THIS ORDER:

- COGNOS THIRD PARTY PRODUCTS SUPPLEMENT**

SUNGARD® PUBLIC SECTOR

3. Payment Terms:

Monthly Access Fee: The initial Monthly Access Fee will be due July 1, 2016. Subsequent Monthly Access Fees will be due on the first of the month thereafter. Monthly Access Fees will be invoiced in advance on a monthly basis for a term of twelve (12) months at the rates listed below.

Months 1 – 12 \$ 12,478.94 per month or \$149,747.28 per year;

Following the initial term, Services will be provided on a year-to-year basis provided the Customer exercises the option and pays the then current Monthly Access Fee.

Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy. Travel and living expenses actually incurred in prior months for which SunGard Public Sector is seeking reimbursement, shall also be invoiced monthly.

Notes:

¹ Monthly Access Fees listed above are for the Applications and Services listed in this Schedule A-Order Form only.

² Following the execution of this Schedule A-Order Form, any new Modification Retrofits provided by SunGard Public Sector will be added to the next annual renewal period, pursuant to Section 4 below.

- 4. **Modification Retrofits.** For each non-standard Application in library HTEMOD that was written by SunGard Public Sector or any Application that has had custom modifications performed by SunGard Public Sector at the Customer's request, SunGard Public Sector will perform all necessary programming to ensure that the program is compatible with each new software release, version, or program temporary fix made available by SunGard Public Sector. Fees for Modification Retrofits to be maintained are determined on an annual basis. This determination is based upon the number of modified objects prior to the beginning of each annualized ASP Term multiplied by the then current rate charged per object.
- 5. **Third Party Software and Hardware.** Unless otherwise provided for herein, warranty, modification retrofit and maintenance offerings by SunGard Public Sector for its Licensed Program(s) do not apply to any third party hardware or third party software supplied under this Supplement. SunGard Public Sector does not make any warranties nor provide any source code for any non-SunGard Public Sector products unless otherwise provided herein. The return and refund policy of each individual third party hardware or third party software supplier shall prevail unless otherwise provided herein.

CITY OF SAND SPRINGS, OK

SUNGARD PUBLIC SECTOR

BY: _____

BY: *Lisa Neumann*
545602AE4002470

PRINTED NAME: _____

PRINTED NAME: Lisa Neumann

PRINTED TITLE: _____

PRINTED TITLE: Controller

DATE SIGNED: _____

DATE SIGNED: July 5, 2016

SUNGARD® PUBLIC SECTOR

COGNOS THIRD PARTY PRODUCTS SUPPLEMENT

1. Additional Definitions. “Cognos Component Systems” means any of the software provided to SunGard Public Sector by Cognos Corporation (“Cognos”) and identified under the name “Cognos” in Exhibit 1.
2. Ownership. Cognos owns the Cognos Component Systems.
3. Restrictions on Use of Cognos Component Systems. Customer’s use of the Cognos Component System(s) is subject to the following additional terms and conditions:
 - (a) Customer has the right to use the Cognos Component System(s) only in Object Code form, and only with the SunGard Public Sector Licensed Software.
 - (b) Customer acknowledges that the Cognos Component System(s) are proprietary to Cognos and are supplied by SunGard Public Sector under license from Cognos. Title to the Cognos Component System(s) shall at all times remain vested in Cognos or its designated successor. Except for the right of use that is expressly provided to Customer under the Agreement, no right, title or interest in or to the Cognos Component System(s) is granted to Customer:
 - (c) Customer agrees that Cognos shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Customer’s use of the Cognos Component System(s) or related materials;
 - (d) Customer acknowledges and agrees that Cognos is a third party beneficiary of this Agreement;
 - (e) Customer acknowledges and understands that the Cognos Component System(s) may only be used by the number of users for the specific functions for which the license has been granted, as otherwise specified in Exhibit 1; and
 - (f) Customer acknowledges and understands that it is licensing the Cognos Component System(s) on a “restricted use” basis. “Restricted use” means the use of the Cognos Component System(s) only with the following Component Systems, to the extent licensed as set forth in Exhibit 1. Such restricted use shall include Customer’s right to extract, analyze, and report data from disparate systems, provided that such data is extracted, analyzed and reported by the software applications system(s) set forth in Exhibit 1.
 - (g) In lieu of the warranty provided in Section 7 of the Agreement, Customer shall be provided with the limited, thirty (30) day warranty from Cognos as set forth below. Cognos warrants to Customer that (a) for a period of thirty (30) days following the initial delivery/download/access of the Cognos Component System(s) to or by Customer, the Cognos Component System(s) will perform in accordance with its related documentation, and (b) the media on which the Cognos Component System(s) is provided, if applicable, is free from defects in materials and workmanship under normal use. Subject to applicable law, all other warranties, express or implied, or otherwise, are excluded. Customer’s only remedy against Cognos if this warranty is breached will be, at the option of Cognos, (a) to repair or replace the Cognos Component System(s) or (b) to refund the amounts paid in respect of the defective Cognos Component System(s). This remedy is void if Customer misuses the Cognos Component System(s) contrary to its related documentation.



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/AUTHORITY STAFF REPORT
MEETING DATE: July 25, 2016

SUBJECT:

**MAINTENANCE CONTRACT FOR INDIVIDUAL HOME SEWAGE PUMPING
UNITS (GRINDER PUMPS)**

STAFF RECOMMENDATION:

Approval of the Maintenance Contract with Concept Builders, Inc. as relates to the property known as Lot 8, Block 2, Shadow Creek; 1730 N. Old North Place.

BACKGROUND AND HISTORY:

Concept Builders is constructing a single family residence on one of the northern lots in the Shadow Creek subdivision. The public sanitary sewer system designed and installed in this part of the subdivision is a small force main, and requires a few of the homes to use a grinder pump to connect to the system.

The Oklahoma Department of Environmental Quality (ODEQ) has previously determined that grinder pumps are considered part of the public system instead of the individual home plumbing. Therefore, the City Attorney has prepared a contract requiring the property owner acknowledge maintenance responsibilities of the grinder pump. The Public Works Advisory Committee reviewed this item on July 19th 2016.

BUDGETARY IMPACT:

None

COMPILED BY: T.J. Davis, Project Administrator

PRESENTED BY: Derek Campbell, Public Works Director

ATTACHMENTS:

Maintenance Contract
Location Map

MAINTENANCE CONTRACT FOR
INDIVIDUAL HOME SEWAGE PUMPING
UNITS (GRINDER PUMPS)

This contract is entered into this _____ day of _____, 20____, by and between the City of Sand Springs (hereinafter City) and Concept Builders, Inc. The parties agree as follows:

WHEREAS:

1. The individual property owner proposes to install, as a part of their home sewage system, a “grinder” pump to allow sewage disposal into the City of Sand Springs sewage treatment system.
2. The State of Oklahoma through the Oklahoma Department of Environmental Quality may require the City of Sand Springs to provide maintenance of the pump, even though said pump is located on private property and not a part of the public sewage disposal system;
3. The parties to this agreement desire to reach an agreement wherein the rights and responsibilities of the parties will be clearly established in regard to the installation and maintenance of individual sewage pumping units.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This contract constitutes the entire agreement between the parties and shall “run with the land” and for all purposes shall be binding upon subsequent owners of the following described property:

Lot 8, Block 2, Shadow Creek; 1730 N. Old North Place
2. City agrees to allow private individual sewage pumping units (grinder pumps) to connect to the public City sewage system and to not require installation of a gravity flow or pump station system.
3. The undersigned property owner agrees to be responsible for all maintenance, repairs, malfunctions, and upgrades needed for the safe and orderly operations of the individual sewage pumping unit (grinder pump) and all service lines on private property.

4. The undersigned property owner agrees to hold harmless the City of Sand Springs, its' agents, employees, contractors and representatives, for any and all damages associated with the installation and operation of the individual sewage pumping unit (grinder pump), including but not limited to damages caused by sewage overflows into the individual property owner's residence or onto the individual property owner's property, and including any and all claims brought by third parties against the City. Further, the property owner agrees to reimburse the City for any expense associated with any damage to public property as a result of the use or malfunction of the pump.
5. The undersigned property owner agrees to hold harmless the City of Sand Springs, its' agents, employees, contractors and representatives, for any and all damages associated with the installation and operation of the individual sewage pumping unit (grinder pump), including but not limited to damages or penalties assessed against the City or the Sand Springs Municipal Authority as a result of any use of the pump.
6. The undersigned property owner consents and agrees to allow the City access to the pump in those instances in which an emergency exists and immediate action is necessary to protect the public health, and further acknowledges the City has no responsibility to make any repair (emergency or non-emergency).
7. This contract shall not be assignable to any other party without written consent.

Approved this _____ day of _____, 20____, by the City, in open meeting.

Mike Burdge, Mayor
City of Sand Springs

ATTEST:

Janice L. Almy, City Clerk

David L. Weatherford, City Attorney

[Signature]
Property Owner

Property Owner

STATE OF OKLAHOMA

COUNTY OF TULSA

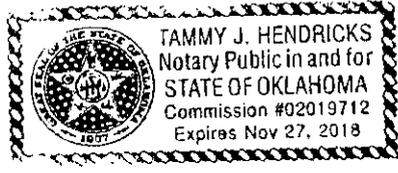
Before me the undersigned, a Notary Public, in and for said County and State, on this 29 day of June, 2016 personally appeared Toby L Powell and _____ to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary acts and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

My Commission Expires:

11-27-18

Tammy J. Hendricks
Notary Public



SHADOW CREEK

AN ADDITION TO THE CITY OF SAND SPRINGS BEING A PART OF THE NW/4,
AND BEING A PART OF THE N/2 OF THE SW/4 OF SECTION 1, TOWNSHIP 19 NORTH,
RANGE 11 EAST TULSA COUNTY, OK, CONTAINING 65 ACRES MORE OR LESS.

LEGAL DESCRIPTION

A tract of land lying in and being a part of the Northwest Quarter NW/4 and a part of the North Half of the Southwest Quarter SW/4 of Section 1, Township 19 North, Range 11 East of the 18th, Tulsa County, Oklahoma, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 1, thence N 89°34'00" E along the North line of said Section 1 a distance of 1040.20 feet to a POINT OF BEGINNING; Thence S 33°30'10" E for a distance of 1312.27 feet to a point on the North line of Old North Road right-of-way in Sand Springs, Oklahoma; Thence continuing along said North right-of-way line of Old North Road S 11°27'38" W a distance of 0.00 feet; Thence continuing along said right-of-way Southwesterly and Southerly around a curve to the left having a radius of 78.78 feet and a central angle of 13°29'04" for an arc length of 67.68 feet; Thence continuing along said right-of-way S 01°31'25" E a distance of 234.37 feet to a point of curve; Thence continuing along said right-of-way along a curve to the right having a radius of 838.80 feet and a central angle of 11°32'29" for an arc distance of 189.24 feet; Thence continuing along said right-of-way S 10°11'31" W a distance of 807.48 feet to a point of curve; Thence continuing along said right-of-way along a curve to the right having a radius of 28.18 feet and a central angle of 39°18'29" for an arc distance of 104.40 feet to a point of compound curve; Thence continuing along said right-of-way along a curve to the right having a radius of 232.48 feet and a central angle of 25°34'50" for an arc distance of 105.15 feet; Thence continuing along said right-of-way S 75°14'58" W a distance of 337.91 to a point of curve; Thence continuing along said right-of-way along a curve to the right having a radius of 168.70 feet and a central angle of 60°30'28" for an arc distance of 213.74 feet; Thence continuing along said right-of-way N 88°14'54" W a distance of 331.10 feet to a point of curve; Thence continuing along said right-of-way along a curve to the left having a radius of 408.10 feet and a central angle of 40°22'00" for an arc distance of 281.00 feet to the Southwest corner of Nottingham Forest Estates 2nd Addition Lot 1 Block 3; Thence N 27°46'29" E along the East line of Nottingham Forest Estates 2nd Addition a distance of 138.84 feet; Thence N 12°18'33" W continuing along said East line a distance of 802.98 feet; Thence N 15°47'58" E continuing along said East line a distance of 429.95 feet; Thence N 11°31'00" W continuing along said East line a distance of 270.72 feet to the Northwest corner of Lot 5, Block 3 of Nottingham Forest Estates 2nd Addition; Thence N 02°59'49" E continuing along said East line a distance of 80 feet to the Southwest corner of Lot 10, Block 1 of Nottingham Forest Estates 2nd Addition; Thence N 07°18'02" E continuing along said West line a distance of 240.92 feet to the Northwest corner of Block 1 of Nottingham Forest Estates 2nd Addition; Thence N 51°44'43" E a distance of 590.00 feet; Thence N 13°30'00" W a distance of 300.00 feet; Thence N 87°35'09" E a distance of 184.80 to the POINT OF BEGINNING, Containing 65.00 Acres, more or less; Subject to Easements and Right-of-way of record and Statutes.

CERTIFICATE OF DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY DEDICATE TO THE PUBLIC ALL STREETS SHOWN UPON THIS PLAN AND DO HEREBY ESTABLISH THE SAID STREETS AS SHOWN UPON THIS PLAN SAID EASEMENTS SHALL BE FOR THE BENEFIT OF THE CITY OF SAND SPRINGS AND ALL UTILITY COMPANIES, INCLUDING CABLE TELEVISION COMPANIES, AND SAID EASEMENTS SHALL BE FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING, AND REPLACING UTILITY LINES, CABLE TELEVISION LINES, AND DRAINAGE STRUCTURES, THE CITY OF SAND SPRINGS, AND ALL UTILITY COMPANIES, AND ALL CABLE TELEVISION COMPANIES SHALL HAVE THE RIGHT OF ACCESS AND EGRESS TO SAID EASEMENTS AND SHALL HAVE THE RIGHT TO REMOVE OR TO REPAIR WITHIN SAID EASEMENTS AND THE RIGHT TO PREVENT THE ERECTION OF BUILDINGS, STRUCTURES, OR FENCES WITHIN SAID EASEMENTS.

DATED _____

STATE OF OKLAHOMA

COUNTY OF TULSA

SUBSCRIBED AND SHOWN BEFORE ME THIS _____ DAY OF _____ 2001

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

LAND SURVEYOR'S DECLARATION

I HEREBY DECLARE THAT ON THE _____ DAY OF _____ 2001, THE HEREIN PLANNED AND DESCRIBED SURVEY WAS COMPLETED UNDER MY SUPERVISION, AND THE IRON PINS WERE SET, AS SHOWN, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

LARRY W. BAKER PLS #1236

FINAL PLAN CERTIFICATION OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAN WAS APPROVED BY THE SAND SPRINGS PLANNING COMMISSION ON _____

CHAIRPERSON, VICE CHAIRPERSON OR SECRETARY

I HEREBY CERTIFY THAT THIS PLAN WAS APPROVED BY THE SAND SPRINGS CITY COUNCIL ON _____

MAYOR OR VICE MAYOR

THIS APPROVAL IS VOID IF THE ABOVE SIGNATURES ARE NOT ENDORSED BY THE CITY MANAGER OR CITY ENGINEER.

CITY MANAGER OR CITY ENGINEER

THIS APPROVAL SHALL NOT BE INTERPRETED TO MEAN STREETS, SANITARY SEWERS, STORM DRAINAGE OR OTHER UTILITIES ARE CONSTRUCTED AS SHOWN ON THIS PLAN.

ADDITION CONTAINS

74 LOTS
6 RESERVES
65.0 ACRES
2 BLOCKS

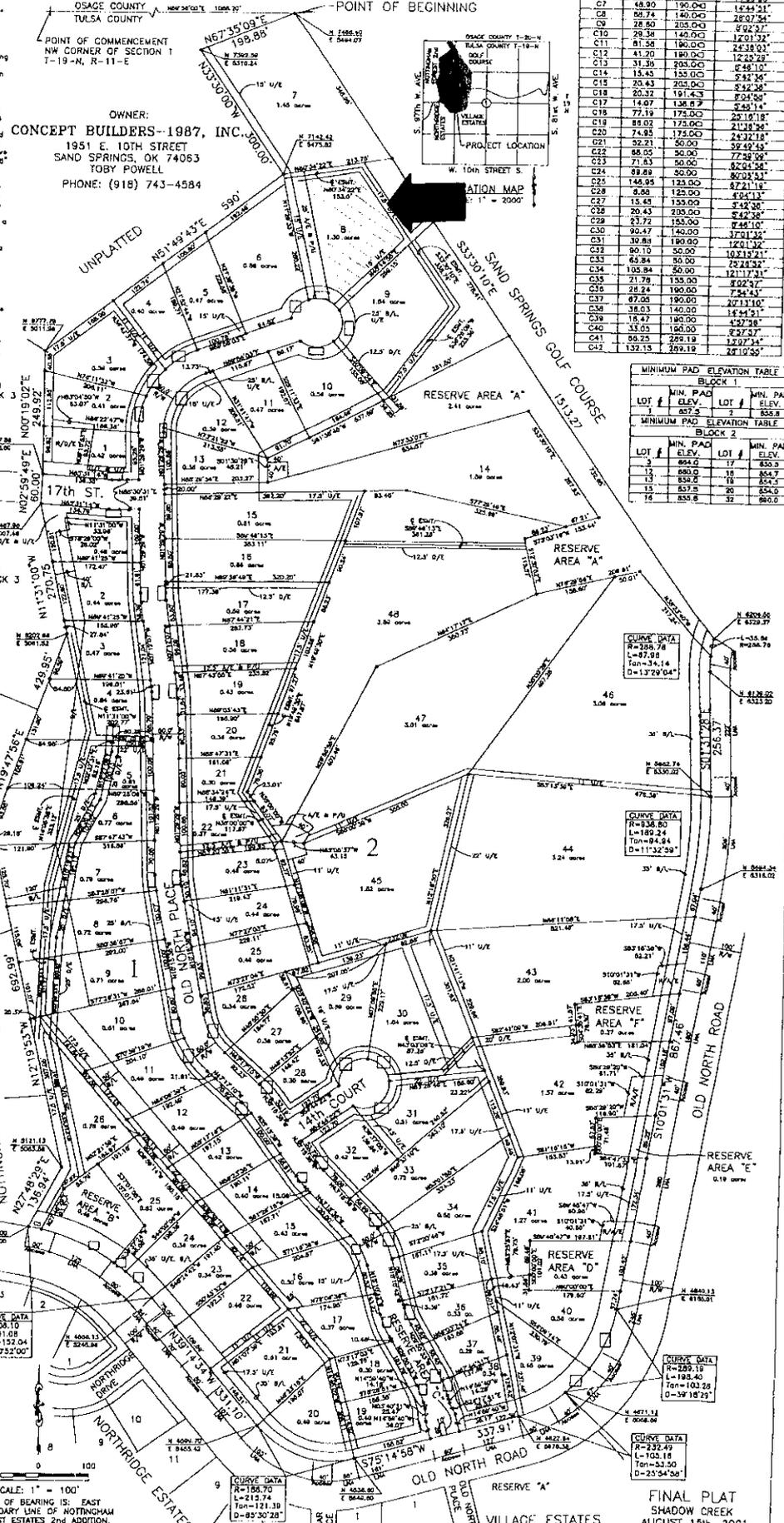
LEGEND

B/L BUILDING LINE
U/E UTILITY EASEMENT
LNA LIMITS OF NO ACCESS
R/W RIGHT-OF-WAY
A/E ACCESS EASEMENT
D/E DRAINAGE EASEMENT
P/U PRIVATE UTILITY EASEMENT
R/D/E RESTRICTIVE DRAINAGE EASEMENT
R/A/E RESERVE ACCESS EASEMENT

ENGINEER:
BAKER ENGINEERING & SURVEYING INC.
1211 E. 7TH STREET
SAND SPRINGS, OK 74063
PHONE: (918) 245-9966
C.A. NO. 4004 EXP. DATE 6/30/2003

THIS PLAN OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

THE CONTENTS OF THE FULLY UNRAINED FLOOD PLAN ARE CONTAINED WITHIN THE DRAINAGE EASEMENTS AND/OR RESERVE AREAS AS SHOWN.



CURVE	LENGTH	RADIUS	DELTA ANGLE
C2	75.11	408.10	10°32'41"
C3	28.64	108.10	4°09'41"
C4	180.31	408.10	4°09'41"
C5	28.02	408.10	3°39'13"
C6	36.46	140.00	14°23'53"
C7	48.20	190.00	28°02'54"
C8	80.74	140.00	14°23'53"
C9	28.50	205.00	8°02'21"
C10	29.36	140.00	12°01'32"
C11	81.58	190.00	24°38'03"
C12	41.20	190.00	12°22'52"
C13	31.39	205.00	6°48'10"
C14	15.45	155.00	5°42'36"
C15	20.43	205.00	8°02'21"
C16	20.32	191.43	8°02'21"
C17	14.07	138.87	5°42'14"
C18	72.19	175.00	20°18'18"
C19	89.03	175.00	21°28'26"
C20	74.95	175.00	21°28'26"
C21	52.21	50.00	58°42'14"
C22	68.05	50.00	72°28'26"
C23	71.83	50.00	72°28'26"
C24	89.89	50.00	82°28'26"
C25	146.95	125.00	82°11'18"
C26	8.56	125.00	4°04'13"
C27	15.45	155.00	8°02'21"
C28	20.43	205.00	8°02'21"
C29	23.72	155.00	7°44'10"
C30	30.47	140.00	12°01'32"
C31	30.86	190.00	12°22'52"
C32	80.10	50.00	102°15'21"
C33	65.84	50.00	72°21'32"
C34	105.84	50.00	121°17'21"
C35	21.78	155.00	8°02'21"
C36	28.24	190.00	7°54'43"
C37	67.05	190.00	20°11'10"
C38	18.47	140.00	4°02'32"
C39	18.47	140.00	4°02'32"
C40	135.05	140.00	8°27'27"
C41	50.75	205.19	12°07'34"
C42	132.15	205.19	20°10'59"

MINIMUM PAD ELEVATION TABLE			
BLOCK 1			
LOT #	MIN. PAD ELEV.	LOT #	MIN. PAD ELEV.
1	857.3	2	855.8
3	857.3	4	855.8
5	857.3	6	855.8
7	857.3	8	855.8
9	857.3	10	855.8
11	857.3	12	855.8
13	857.3	14	855.8
15	857.3	16	855.8

CURVE DATA			
R=398.78	L=180.24	Δ=11°32'29"	
Tan=34.14			
D=1379.04"			

CURVE DATA			
R=336.80	L=180.24	Δ=11°32'29"	
Tan=34.14			
D=1379.04"			

CURVE DATA			
R=230.19	L=180.24	Δ=11°32'29"	
Tan=34.14			
D=1379.04"			

CURVE DATA			
R=230.19	L=180.24	Δ=11°32'29"	
Tan=34.14			
D=1379.04"			

CURVE DATA			
R=230.19	L=180.24	Δ=11°32'29"	
Tan=34.14			
D=1379.04"			

FINAL PLAN
SHADOW CREEK
AUGUST 15th, 2001
SHEET 1 of 2

**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/AUTHORITY STAFF REPORT
MEETING DATE: July 25, 2016**

**SUBJECT: NORTH MCKINLEY HILLS WATER STORAGE TANK
FINAL ACCEPTANCE OF BID NO. 1019**

STAFF RECOMMENDATION:

- 1) Approve final Change Order No. 1 to the Agreement with Circle P Welding, Inc. for an increase in the contract amount of \$11,318.00 and the addition of five (5) calendar days to the contract time.
- 2) Accept the North McKinley Hills Water Storage Tank project, Bid No. 1019, constructed by Circle P Welding, Inc.

BACKGROUND AND HISTORY:

Dewberry Engineers, Inc. prepared plans and specifications for the removal and replacement of the North McKinley Hills water storage tank.

On June 22, 2015, City Council awarded the North McKinley Hills Water Storage Tank project to Circle P Welding, Inc. in the amount of \$741,914.00. During construction Dewberry Engineers, Inc. performed construction administration and inspection services to ensure that the Contractor complied with the specifications.

The attached final Change Order No. 1 increases the original contract amount by \$11,318.00 and five (5) calendar days.

This item was reviewed at the July 19, 2016 Public Works Advisory Committee meeting.

BUDGETARY IMPACT:

Construction cost of \$753,232.00

COMPILED BY: Jesse Vaverka

PRESENTED BY: Jesse Vaverka

ATTACHMENTS:

Location map, Change Order #1, Inspection Memo, Letter of Acceptance



FIGURE 2

Dewberry[®]



CHANGE ORDER

ORDER NO. (Final) _____ 1(Final) _____
DATE: _____ 7/25/16 _____
AGREEMENT DATE: _____ 7/14/15 _____

NAME OF PROJECT: North McKinley Hills Water Storage Tank
Bid No. 1019, COSS Project No. W-1406

OWNER: CITY OF SAND SPRINGS, OKLAHOMA

CONTRACTOR: Circle P Welding, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Original CONTRACT PRICE: \$ 741,914.00

Previous CHANGE ORDERS: \$ 0.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER
\$ 741,914.00

The CONTRACT PRICE due to this CHANGE ORDER will be increased by
\$ 11,318.00

The new CONTRACT PRICE including this CHANGE ORDER will be
\$ 753,232.00

Change to CONTRACT TIME:

The CONTRACT TIME will be increased by 5 calendar days.

Therefore, the date for completion of all work will be July 20, 2016.

Approval Required:

OWNER: _____

CONTRACTOR: *Paul Phala*

ENGINEER: *Jim Koverdy*

JUSTIFICATION FOR CHANGE

1. Is proposed change an alternate bid? / /Yes /X/No

2. Will proposed change alter the physical / /Yes /X/No
size of the project?
If "Yes", explain.

3. Has consent of surety been obtained? / /Yes /X/No

4. Will this change affect expiration / /Yes /X/No
or extent of insurance coverage?
If "Yes", will the policies be extended?

5. Effect on operation and maintenance costs:

No significant impact.

6. Necessity for change:

See attached three (3) work change directives



WORK CHANGE DIRECTIVE

WCD No. 1

PROJECT: **North McKinley Hills Water Storage Steel Tank**

OWNER: **City of Sand Springs**

CONTRACTOR: **Circle P Welding, Inc.**

ENGINEER: **Dewberry Engineers, Inc.**

The following additions, deletions or revisions to the Work have been ordered and authorized:
DESCRIPTION OF WORK: (LIST DOCUMENTS ATTACHED)

Addition – Paint logo on tank to read "City of Sand Springs". Color to be Tnemec Fairway green – 21GN Contractor to submit tank logo schematic and Tnemec color chart for review and approval prior to ordering paint.

Deletions - none

Revisions - none

REASON FOR CHANGE: _____
Request by PWAC committee

METHOD OF PAYMENT: (Check One) _____
_____ Contract Unit Price
 X Lump Sum
_____ Cost of the Work (Time and Materials)

Estimated increase (decrease) In CONTRACT PRICE:
\$2,500. If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) In CONTRACT TIME:
0 days. If the change involves an increase, the estimated time is not to be exceeded without further authorization.

REMARKS: None

RECOMMENDED BY: *Jan Vanden...*

12/2/15
DATE

AUTHORIZED BY: *E. G. ...*
CITY OF SAND SPRINGS

12/8/15
DATE

at 12/9/15



WORK CHANGE DIRECTIVE

WCD No. 2

PROJECT: **North McKinley Hills Water Storage Steel Tank**

OWNER: **City of Sand Springs**

CONTRACTOR: **Circle P Welding, Inc.**

ENGINEER: **Dewberry Engineers, Inc.**

The following additions, deletions or revisions to the Work have been ordered and authorized:
DESCRIPTION OF WORK: (LIST DOCUMENTS ATTACHED)

Addition – Added 50 l.f. of retaining wall

Deletions - none

Revisions – Raise the original retaining wall ~1'-2' and changed color of wall from grey to light brown.

REASON FOR CHANGE: The tank was moved ~2' east because of an existing gas line which resulted in the height of the original wall being raised ~1-2'. Also, the retaining wall was extended 50' l.f. because of the existing topo. Color was changed from grey to light brown because of asthetic reasons.

METHOD OF PAYMENT: (Check One)

- Contract Unit Price
- Lump Sum
- Cost of the Work (Time and Materials)

Estimated increase (decrease) In CONTRACT PRICE:
\$5,018 If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) In CONTRACT TIME:
0 days. If the change involves an increase, the estimated time is not to be exceeded without further authorization.

REMARKS: Lump sum cost does not include any contractor markup.

RECOMMENDED BY:

1/26/16
DATE

AUTHORIZED BY:

E. Jordan R.
CITY OF SAND SPRINGS

1/26/16
DATE



WORK CHANGE DIRECTIVE

WCD No. 3

PROJECT: **North McKinley Hills Water Storage Steel Tank**
OWNER: **City of Sand Springs**

CONTRACTOR: **Circle P Welding, Inc.**

ENGINEER: **Dewberry Engineers, Inc.**

The following additions, deletions or revisions to the Work have been ordered and authorized:
DESCRIPTION OF WORK: (LIST DOCUMENTS ATTACHED)

Addition – Steps were added from driveway to the tank sidewalk.

Deletions - none

Revisions – Remove and replace 36 sy of asphalt driveway with concrete pavement to include distributed reinforcing steel

REASON FOR CHANGE: Driveway - Plans showed asphalt pavement areas disturbed by the contractor to be replaced with asphalt. To obtain a more durable surface it was decided to replace the asphalt drive with a concrete drive identical to other newly constructed BPS's. The limits of the removal and replacement were increased because of poor asphalt pavement quality PLUS the area disturbed by the contractor for valve insertion was increased because field conditions did not match the plans.
Steps – Topo dictated the necessity of steps from the driveway to the new sidewalk that surrounds the tank.

METHOD OF PAYMENT: (Check One)

 Contract Unit Price

 X Lump Sum

 Cost of the Work (Time and Materials)

Estimated increase (decrease) In CONTRACT PRICE:
 \$3,800 . If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) In CONTRACT TIME:
 5 days. If the change involves an increase, the estimated time is not to be exceeded without further authorization.

REMARKS: None

RECOMMENDED BY: _____

6/22/16
DATE

AUTHORIZED BY: _____

6/22/16
DATE

CITY OF SAND SPRINGS

CITY OF SAND SPRINGS, OKLAHOMA

CHANGE ORDER #1 (FINAL)

North McKinley Hills Water Storage Tank

Bid No. 1019, COSS Project No. W-1406

Item	Description	Unit	Qty	Circle P Welding, Inc.		Total Revised	Total Contract	Difference	
				Unit Price	Bid Amount	Quantity CO #1	Revised Amount	Quantity	Cost
1	Construction of New 0.45 MG Ground Storage Steel Tank	LS	1	\$ 679,374.00	\$ 679,374.00	1	\$ 679,374.00	0	\$ -
2	Demolition of the Existing Steel Ground Storage Tank and Foundation	LS	1	\$ 62,540.00	\$ 62,540.00	1	\$ 62,540.00	0	\$ -
	Negotiated								
	Paint Logo	LS	0	\$ -	\$ -	1	\$ 2,500.00	1	\$ 2,500.00
	Retaining Wall	LS	0	\$ -	\$ -	1	\$ 5,018.00	1	\$ 5,018.00
	Driveway	LS	0	\$ -	\$ -	1	\$ 3,800.00	1	\$ 3,800.00
					\$ 741,914.00		\$ 753,232.00		\$ 11,318.00



CITY OF SAND SPRINGS

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Phone: 918.246.2500 • sandspringsok.org

MEMO

TO: Elizabeth Gray, City Manager
Derek Campbell, Public Works Director/City Engineer

FROM: Jesse Vaverka , Project Engineer

DATE: July 25, 2016

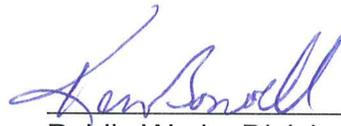
RE: Acceptance North McKinley Hills Water Storage Tank
Bid No. 1019
COSS Project No. W-1406

City of Sand Springs personnel have performed a final inspection of the North McKinley Hills Water Storage Tank project. The improvements have been constructed according to the approved plans and specifications.

Staff is in possession of the required one-year maintenance bond for 100 percent of the amount of the construction cost and Staff is prepared to assume maintenance of these improvements upon expiration of the one-year period, if accepted by the Sand Springs City Council.

MAINTENANCE BOND
IN POSSESSION
CERTIFIED BY:

Janice Almy, City Clerk



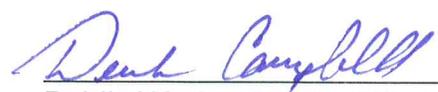
Public Works Division Supervisor



Construction Inspector



Project Engineer



Public Works Director/City Engineer



CITY OF SAND SPRINGS

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

July 25, 2016

Mr. Robert Plumlee
Circle P Welding, Inc.
5231 Crystal Springs Court
Norman, Oklahoma 73072

**Re: Acceptance North McKinley Hills Water Storage Tank
Bid No. 1019
COSS Project No. W-1406**

Dear Mr. Plumlee:

This letter will serve as notice that on July 25, 2016, the Sand Springs City Council voted to accept the North McKinley Hills Water Storage Tank project, which has been constructed according to the approved plans and specifications.

With this acceptance, the City of Sand Springs will assume maintenance of these improvements upon expiration of the one-year maintenance bond.

If additional information is required, please call Sand Springs City Hall at (918) 246-2500.

Mike Burdge, Mayor

ATTEST:

Janice Almy, City Clerk



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/AUTHORITY STAFF REPORT
MEETING DATE: July 25, 2016**

SUBJECT:

**ROLLING OAKS AND RAY BROWN PARK MANHOLE REPLACEMENTS
CHANGE ORDER #1 (FINAL)
COSS PROJECT NO. S-1602**

STAFF RECOMMENDATION:

- 1) Approve final Change Order No. 1 with McGuire Brothers Construction, Inc. for an \$8,055.00 increase in the original expenditure.

BACKGROUND AND HISTORY:

On April 11, 2016 the City Council authorized an expenditure of an amount not to exceed \$28,859.00 to McGuire Brothers Construction, Inc. for the Rolling Oaks and Ray Brown Park Manhole Replacement project.

During the construction of this project, wastewater personnel identified two (2) additional manholes that needed rehabilitation. MH I2 (located in the alley north of 2nd Street between Main Street and McKinley Avenue) was replaced and MH JJ50 (located on the northwest corner of Linwood Drive and 34th Street) received a new frame & cover plus an invert/bench rehabilitation.

This item was reviewed at the July 19, 2016 Public Works Advisory Committee meeting.

BUDGETARY IMPACT:

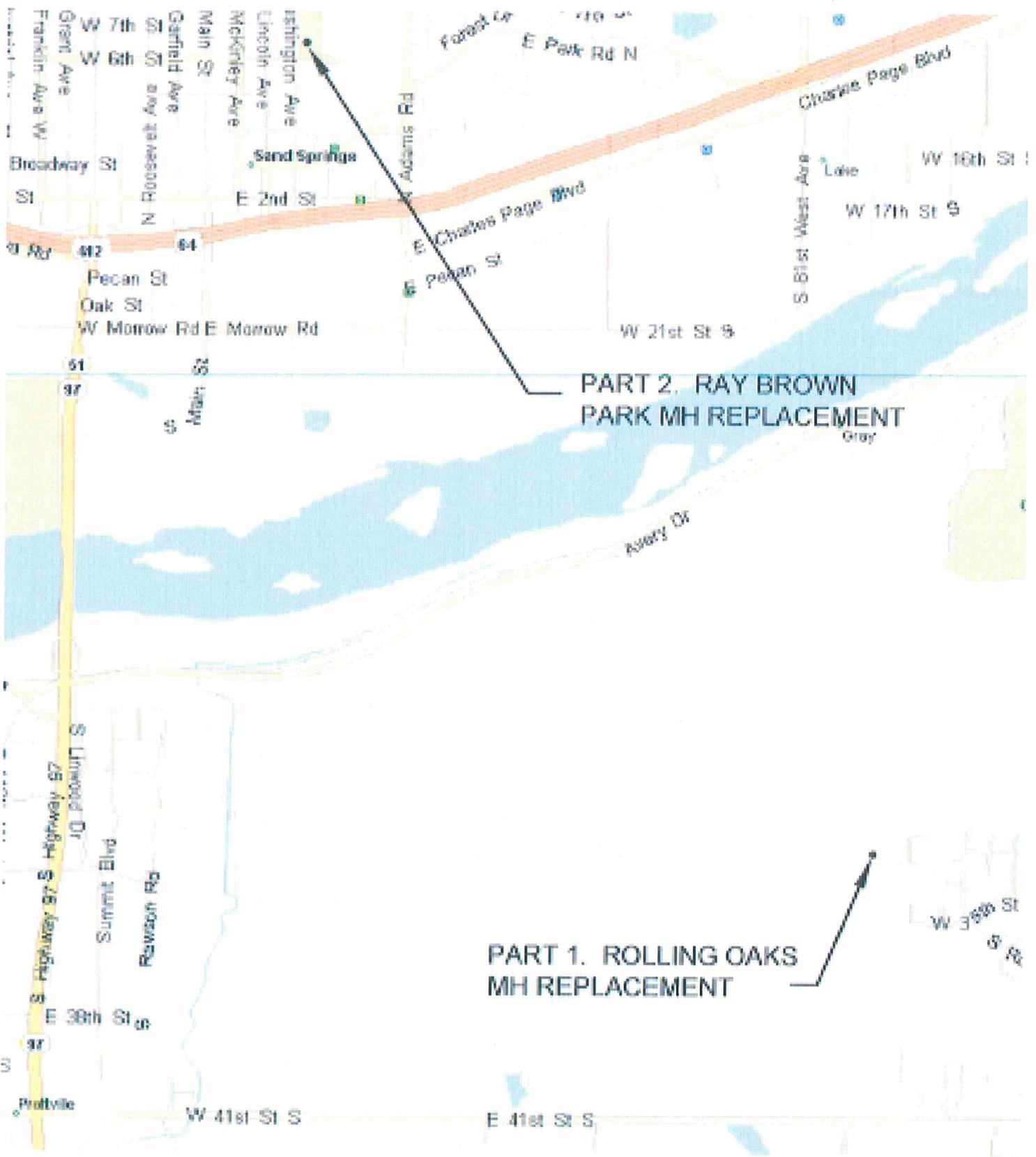
Project total cost of \$36,914.00

COMPILED BY: Jesse Vaverka

PRESENTED BY: Jesse Vaverka

ATTACHMENTS:

Site Plan
Change Order #1 (Final)



PART 2. RAY BROWN
PARK MH REPLACEMENT

PART 1. ROLLING OAKS
MH REPLACEMENT



LOCATION MAP

NO SCALE

CHANGE ORDER

ORDER NO. (Final) 1(Final)
DATE: 7/25/16

NAME OF PROJECT: Rolling Oaks & Ray Brown Park Manhole Replacements
COSS Project No. S-1602

OWNER: CITY OF SAND SPRINGS, OKLAHOMA

CONTRACTOR: McGuire Brothers Construction, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Original CONTRACT PRICE: \$ 28,859.00

Previous CHANGE ORDERS: \$ 0.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER
\$ 28,859.00.

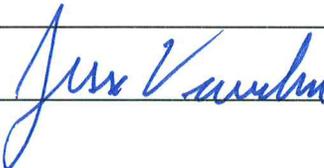
The CONTRACT PRICE due to this CHANGE ORDER will be increased by
\$ 8055.00.

The new CONTRACT PRICE including this CHANGE ORDER will be
\$ 36,914.00.

Approval Required:

OWNER: _____

CONTRACTOR: _____

ENGINEER:  _____

JUSTIFICATION FOR CHANGE

1. Is proposed change an alternate bid? / /Yes /X/No

2. Will proposed change alter the physical / /Yes /X/No
size of the project?
If "Yes", explain.

3. Has consent of surety been obtained? / /Yes /X/No

4. Will this change affect expiration / /Yes /X/No
or extent of insurance coverage?
If "Yes", will the policies be extended?

5. Effect on operation and maintenance costs:

No significant impact.

6. Necessity for change:

Replace the existing deteriorated manhole I2 in the alley
located north of 2nd Street between Main & McKinley = \$5,605.00

Repair invert and replace frame & cover for MH FF 50
located on the northwest corner of 34th and Linwood = \$2,450.00

Total \$8,055.00

CHANGE ORDER #1 (FINAL)
Rolling Oaks and Ray Brown Park Manhole Replacements
COSS Project No. S-1602

I. Rolling Oaks Manhole

Item	Description	Unit	Qty	McGuire Brothers Construction, Inc.		Total Revised Quantity CO #1	Total Contract Revised Amount	Difference	
				Unit Price	Bid Amount			Quantity	Cost
1	Excavation & Backfill, Unclassified	LS	1	\$ 700.00	\$ 700.00	1	\$ 700.00	0	\$ -
2	6" PVC C-900 DR 18 Pipe	LF	33	\$ 88.00	\$ 2,904.00	33	\$ 2,904.00	0	\$ -
3	10" PVC C-900 DR 18 Pipe	LF	30	\$ 94.00	\$ 2,820.00	30	\$ 2,820.00	0	\$ -
4	Fittings, Complete in Place								
	6" 45 Degree DI MJ Bend (restrained)	EA	3	\$ 330.00	\$ 990.00	3	\$ 990.00	0	\$ -
	10" 45 Degree DI MJ Bend (Restrained)	EA	1	\$ 530.00	\$ 530.00	1	\$ 530.00	0	\$ -
	10' Long Body sleeve DI MJ (Restrained)	EA	1	\$ 530.00	\$ 530.00	1	\$ 530.00	0	\$ -
5	Manholes w/ Interior Epoxy Coating								
	Std. 5' Diameter Manholes (0'-6' Depth)	EA	1	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	0	\$ -
	Each Vertical Foot of 5 Ft. Dia. Manhole in Excess of 6 Ft. Depth	VF	1	\$ 510.00	\$ 510.00	1	\$ 510.00	0	\$ -
6	Abandon Existing Manhole and Concrete Plugs	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	0	\$ -
	Sub-Total for Rolling Oaks MH =				\$ 17,984.00		\$ 17,984.00		\$ -

II. Ray Brown Park Manhole

Item	Description	Unit	Qty	McGuire Brothers Construction, Inc.		Total Revised Quantity CO #1	Total Contract Revised Amount	Difference	
				Unit Price	Bid Amount			Quantity	Cost
1	Excavation & Backfill, Unclassified	LS	1	\$ 500.00	\$ 500.00	1	\$ 500.00	0	\$ -
2	Remove Existing 6' Deep Brick Manhole	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	0	\$ -
3	Manholes w/ Flat Top Lid								
	Std. 5' Diameter Manholes (0'-6' Depth)	EA	1	\$ 4,500.00	\$ 4,500.00	2	\$ 9,000.00	1	\$ 4,500.00
	Each Vertical Foot of 5 Ft. Dia. Manhole in Excess of 6 Ft. Depth	VF	5	\$ 350.00	\$ 1,750.00	5	\$ 1,750.00	0	\$ -
4	Bermuda Slab Sod	LS	1	\$ 500.00	\$ 500.00	1	\$ 500.00	0	\$ -
5	Additional Length of Pipe for Manhole Replacement, (all sizes)	LF	5	\$ 125.00	\$ 625.00	5	\$ 625.00	0	\$ -
6	By-Pass Pumping	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	0	\$ -
	Negotiated								
	Pavement Removal & Replcement (MH I2)	LS	0	\$ -	\$ -	1	\$ 1,105.00	1	\$ 1,105.00
	Repair Invert & new frame & cover (MH FF 50)	LS	0	\$ -	\$ -	1	\$ 2,450.00	1	\$ 2,450.00
	Sub-Total for Ray Brown Park MH =				\$ 10,875.00		\$ 18,930.00		\$ 8,055.00
TOTAL COST FOR ROLLING OAKS & RAY BROWN PARK =					\$ 28,859.00		\$ 36,914.00		\$ 8,055.00



CITY OF SAND SPRINGS

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**CITY OF SAND SPRINGS
COUNCIL/AUTHORITY STAFF REPORT
MEETING DATE: July 25, 2016**

**SUBJECT: COYOTE TRAIL WATER STANDPIPE
FINAL ACCEPTANCE OF BID NO. 1033**

STAFF RECOMMENDATION:

- 1) Accept the Coyote Trail Water Standpipe project, Bid No. 1033, constructed by Circle P Welding, Inc.

BACKGROUND AND HISTORY:

On October 26, 2015 City Council approved Resolution No. 16-16 approving a transfer of appropriations, approving a new project, declaring an emergency and waiving competitive bidding, authorizing an award of contract and authorizing the signature of all related documents for the removal and replacement of the Coyote Trail water standpipe.

Dewberry Engineers, Inc. prepared plans and specifications for the foundation removal and replacement of the Coyote Trail Water Standpipe project.

On December 22, 2015, the City entered into a contract with Circle P Welding, Inc. in the amount of \$390,332.00. During construction Dewberry Engineers, Inc. performed construction administration and inspection services to ensure that the contractor complied with the specifications.

This item was reviewed at the July 19, 2016 Public Works Advisory Committee meeting.

BUDGETARY IMPACT:

Construction cost of \$390,332.00

COMPILED BY: Jesse Vaverka

PRESENTED BY: Jesse Vaverka

ATTACHMENTS:

Location map, Inspection Memo, Letter of Acceptance



CITY OF SAND SPRINGS

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

MEMO

TO: Elizabeth Gray, City Manager
Derek Campbell, Public Works Director/City Engineer

FROM: Jesse Vaverka , Project Engineer

DATE: July 25, 2016

RE: Acceptance Coyote Trail Water Standpipe
Bid No. 1033
COSS Project No. W-1609

City of Sand Springs personnel have performed a final inspection of the Coyote Trail Water Standpipe project. The improvements have been constructed according to the approved plans and specifications.

Staff is in possession of the required one-year maintenance bond for 100 percent of the amount of the construction cost and Staff is prepared to assume maintenance of these improvements upon expiration of the one-year period, if accepted by the Sand Springs City Council.

MAINTENANCE BOND
IN POSSESSION
CERTIFIED BY:

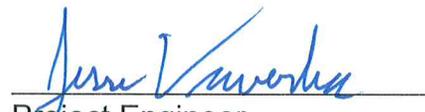
Janice Almy, City Clerk



Public Works Division Supervisor



Construction Inspector



Project Engineer



Public Works Director/City Engineer



CITY OF SAND SPRINGS

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

July 25, 2016

Mr. Robert Plumlee
Circle P Welding, Inc.
5231 Crystal Springs Court
Norman, Oklahoma 73072

**Re: Acceptance Coyote Trail Water Standpipe
Bid No. 1033
COSS Project No. W-1609**

Dear Mr. Plumlee:

This letter will serve as notice that on July 25, 2016, the Sand Springs City Council voted to accept the Coyote Trail Water Standpipe project, which has been constructed according to the approved plans and specifications.

With this acceptance, the City of Sand Springs will assume maintenance of these improvements upon expiration of the one-year maintenance bond.

If additional information is required, please call Sand Springs City Hall at (918) 246-2500.

Mike Burdge, Mayor

ATTEST:

Janice Almy, City Clerk



CITY OF SAND SPRINGS

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Phone: 918.246.2500 • sandspringsok.org

**CITY OF SAND SPRINGS
COUNCIL/AUTHORITY STAFF REPORT
MEETING DATE: July 25, 2016**

SUBJECT:

**PRUE ROAD TANK REHABILITATION
COSS PROJECT NO. W-1604, BID NO. 1036
AWARD OF BID AND CONSTRUCTION ADMINISTRATION SERVICES**

STAFF RECOMMENDATION:

- 1) Awarding the Prue Road Tank Rehabilitation project, (Bid No. 1036) to Nova Painting, Inc. in the amount of \$219,100.00 and authorize the Mayor to sign the agreement.
- 2) Approving the proposed professional engineering services agreement with Tank Industry Consultants, Inc. for construction administration and inspection services associated with the Prue Road Tank Rehabilitation project at a cost not-to-exceed of \$57,100.00.

BACKGROUND AND HISTORY:

Tank Industry Consultants (TIC), Inc. prepared plans and specifications for sandblasting and painting the exterior and interior of Prue Road standpipe.

On June 30, 2016, staff received and opened sealed bids from nine (9) bidders. Nova Painting, LLC submitted the lowest bid of \$219,100.00. (see attached bid tabulation). Start of construction is August, 2016 with substantial completion to be within 60 days of the City delivering tank to the contractor. This project is funded in the Capital Improvement Water & Wastewater Fund.

TIC, Inc. has submitted the attached professional services agreement for construction administration and inspection services to ensure that the contractor complies with the specifications in regard to the application of the paint coating system. The Public Works Advisory Committee reviewed both items at the July 19, 2016 meeting. The City Attorney has also reviewed the agreement.

BUDGETARY IMPACT:

Construction cost of \$219,100.

Construction administration and inspection services cost of \$57,100.

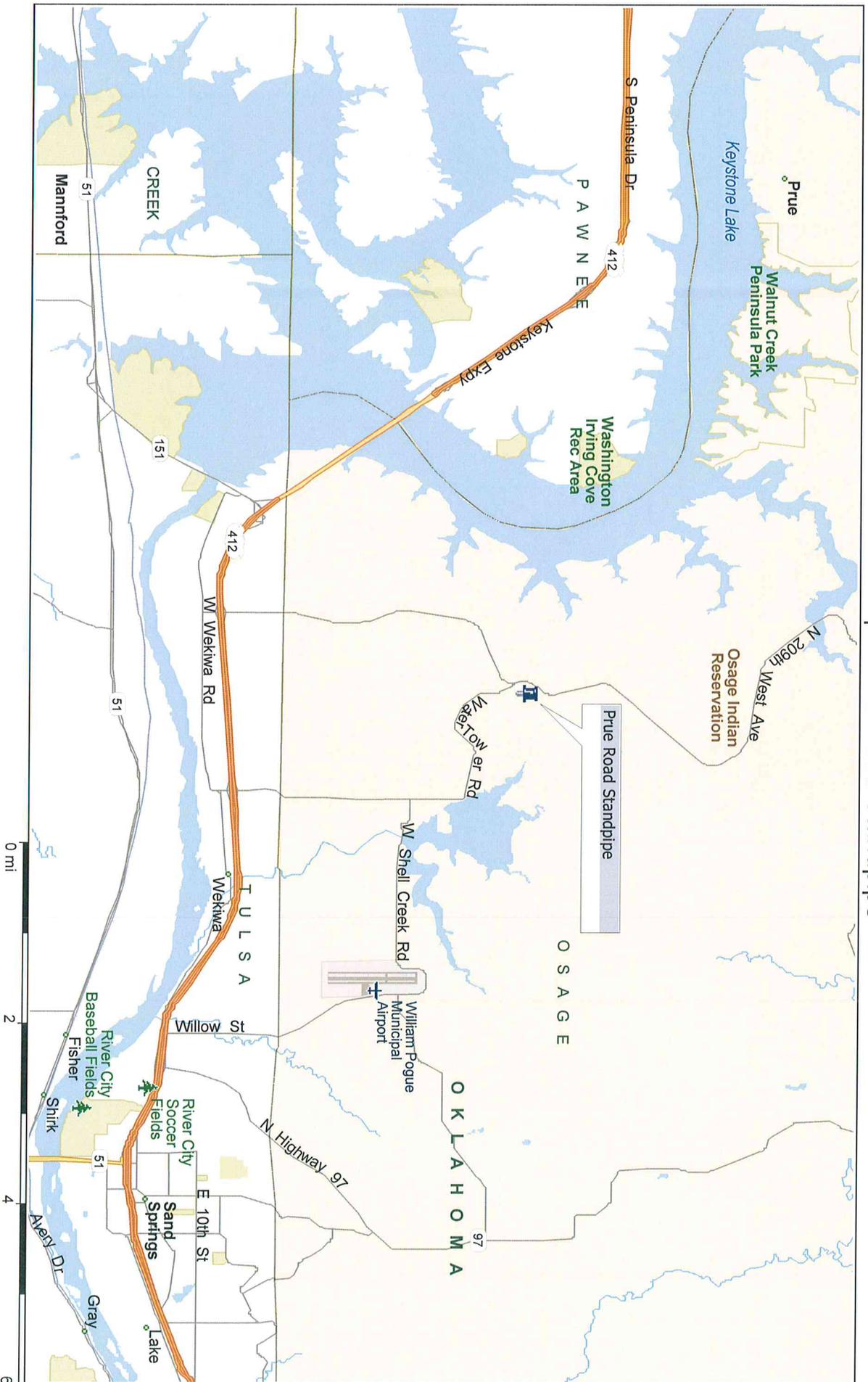
COMPILED BY: Jesse Vaverka

PRESENTED BY: Jesse Vaverka

ATTACHMENTS:

Location map
Engineer's Letter of Recommendation
Tabulation of Bids
Agreement
Budget Sheet

Location Map - Prue Road Standpipe



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**TIC
TANK
INDUSTRY
CONSULTANTS**

7740 West New York Street
Indianapolis, Indiana 46214
317 / 271-3100 - Phone
317 / 271-3300 - FAX

Sacramento, California
916 / 717-3608

Plainfield, Illinois
815 / 556-8335

Pittsburgh, Pennsylvania
412 / 262-1586

El Paso, Texas
915 / 790-0790

Houston, Texas
281 / 367-3511

July 11, 2016

Mr. Jesse Vaverka, P.E.
City of Sand Springs
13101 West 46th Street
Sand Springs, Oklahoma 74063

RE: Bid Review for Repairing and Repainting the Interior and Exterior of One
285,000 Gallon Standpipe, "Prue Road Tank," Sand Springs, Oklahoma;
TIC 16.005.S1524.008

Dear Mr. Vaverka:

Tank Industry Consultants has received copies of the bid proposals that the City of Sand Springs received on the above referenced project. There were nine bidders with bids ranging from \$219,100 to \$472,500. The Engineer's estimate for the project was \$515,600.

The apparent low bidder on the project was NOVA Painting, LLC for the amount of \$219,100. Tank Industry Consultants performed a review of NOVA Painting and the second lowest bidder, H2O Steel. While neither the lowest or second lowest bidder have extensive experience with water tank rehabilitation under the current company name, Tank Industry Consultants has worked with NOVA Painting under a previous name, Texas Bridge. TIC had issues with Texas Bridge during the project which included work extending approximately 3 months into liquidated damages and 5 Non-Compliances being issued to Texas Bridge. However, the final product met our specifications.

Tank Industry Consultants believes that NOVA Painting appears to be capable of performing the specified work, but should be monitored with full-time resident inspection to ensure that the specifications are followed.

If you have any questions, please feel free to contact me.

Sincerely,

Tank Industry Consultants



Joshua A. Selig, E.I.
Project Engineer

enclosure

c: Ray Penny - TIC Southwest w/ enclosure

An Employee-Owned Company

Nova Painting, LLC
Humble, TX

H2O Steel
Waxahachie, TX

Blastco Texas, Inc.
Channelview, TX

Forms/Signature
Bid Bond (5%)
Subcontractor's List
Bid Affidavits

yes
yes
yes
yes

yes
yes
yes
yes

yes
yes
NA
no

Bid Item	Estimated Quantities	Unit Price	Bid Amount
1 - Base Bid for 285,000 Gallon "Prue Road Tank"	1	N.A.	\$201,000.00
2 - Rehabilitation Welding Man-Hours	60	\$100.00	\$6,000.00
3 - Pit Filling and Surfacing Gallons	5	\$20.00	\$100.00
4 - Interior Chipping and/or Grinding Man-Hours	60	\$100.00	\$6,000.00
5 - Additional Work Man-Hour	60	\$100.00	\$6,000.00
TOTAL AMOUNT BID (Items 1-5, Inclusive)			\$219,100.00

Unit Price	Bid Amount
N.A.	\$200,000.00
\$125.00	\$7,500.00
\$500.00	\$2,500.00
\$95.00	\$5,700.00
\$95.00	\$5,700.00
TOTAL AMOUNT BID (Items 1-5, Inclusive)	
\$221,400.00	

Unit Price	Bid Amount
N.A.	\$269,500.00
\$200.00	\$12,000.00
\$500.00	\$2,500.00
\$45.00	\$2,700.00
\$45.00	\$2,700.00
TOTAL AMOUNT BID (Items 1-5, Inclusive)	
\$289,400.00	

		Classic Protective Coating Menomonee, WI		Tankez Coatings, Inc Sumner, TX		Principle Industrial Services Dallas, TX	
Forms/Signature		yes		yes		yes	
Bid Bond (5%)		yes		yes		yes	
Subcontractor's List		yes		yes		NA	
Bid Affidavits		yes		yes		yes	
Bid Item	Estimated Quantities	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
1 - Base Bid for 285,000 Gallon "Prue Road Tank"	1	N.A.	\$272,550.00	N.A.	\$280,700.00	N.A.	\$329,500.00
2 - Rehabilitation Welding Man-Hours	60	\$95.00	\$5,700.00	\$65.00	\$3,900.00	\$150.00	\$9,000.00
3 - Pit Filling and Surfacing Gallons	5	\$300.00	\$1,500.00	\$1,000.00	\$5,000.00	\$150.00	\$750.00
4 - Interior Chipping and/or Grinding Man-Hours	60	\$85.00	\$5,100.00	\$55.00	\$3,300.00	\$50.00	\$3,000.00
5 - Additional Work Man-Hour	60	\$85.00	\$5,100.00	\$55.00	\$3,300.00	\$150.00	\$9,000.00
TOTAL AMOUNT BID (Items 1-5, Inclusive)			\$289,950.00	\$296,200.00	\$351,250.00		

				Horizon Brothers Howell, MI		N.G. Painting Kerville, TX		TMI Coatings St. Paul, MN	
Forms/Signature				yes		yes		yes	
Bid Bond (5%)				yes		yes		yes	
Subcontractor's List				NA		NA		yes	
Bid Affidavits				yes		yes		yes	
Bid Item	Estimated Quantities	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount		
1 - Base Bid for 285,000 Gallon "Prue Road Tank"	1	N.A.	\$365,900.00	N.A.	\$365,000.00	N.A.	\$446,500.00		
2 - Rehabilitation Welding Man-Hours	60	\$128.00	\$7,680.00	\$250.00	\$15,000.00	\$150.00	\$9,000.00		
3 - Pit Filling and Surfacing Gallons	5	\$1,000.00	\$5,000.00	\$200.00	\$1,000.00	\$400.00	\$2,000.00		
4 - Interior Chipping and/or Grinding Man-Hours	60	\$130.00	\$7,800.00	\$150.00	\$9,000.00	\$125.00	\$7,500.00		
5 - Additional Work Man-Hour	60	\$100.00	\$6,000.00	\$200.00	\$12,000.00	\$125.00	\$7,500.00		
TOTAL AMOUNT BID (Items 1-5, Inclusive)			\$392,380.00	\$402,000.00		\$472,500.00			

TIC
TANK
INDUSTRY
CONSULTANTS
INC.

7740 West New York Street
Indianapolis, Indiana 46214
317 / 271-3100 - Phone
317 / 271-3300 - FAX

Plainfield, Illinois
815 / 556-8335

Pittsburgh, Pennsylvania
412 / 262-1586

El Paso, Texas
915 / 790-0790

Houston, Texas
281 / 367-3511

April 25, 2016

Mr. Jesse Vaverka, P.E.
City of Sand Springs
13101 West 46th Street South
Sand Springs, Oklahoma 74063

RE: UPDATED Construction Phase Services Associated with the
Rehabilitation of the 285,000 Gallon Prue Road Standpipe in
Sand Springs, Oklahoma
TIC Ref. S1524.008

Dear Mr. Vaverka:

Evaluation of the tank was completed in October of 2015. As requested, Tank Industry Consultants (TIC) is pleased to present this updated proposal to replace our earlier proposal dated December 30, 2015, for the project representation during the rehabilitation of your Prue Road Standpipe. This proposal will complement our Design Phase and Bidding Phase services for this project offered in a separate proposal dated December 30, 2015.

CONSTRUCTION PHASE SERVICES

Contract Administration

Once a tank rehabilitation project begins, TIC is available to consult with and advise tank owners concerning any portion of the tank rehabilitation and repainting project. Contract administration services could include:

- Consultation on adequacy and compliance with the project specifications
- Specification interpretation
- Attend the pre-construction and all subsequent meetings—supplying typed meeting notes
- Review all contractors' submittals and shop drawings
- Review construction schedule
- Review and approval of materials
- Prepare and assist in the negotiations of change orders and supplemental agreements
- Review and approval of payment requests
- Dispute settlement
- Public relations

Project Representation During Rehabilitation

With the increased cost of tank rehabilitation, and the associated costs such as out-of-service time, potential pollution, and disruption of the community, the cost of a premature coating failure is much higher today than it was even a few years ago. In addition, modern coatings are much more difficult to mix and apply properly, but have greatly extended life cycles. The additional cost of the inspection in order to make sure these modern coatings realize their expected service life will be paid back through the avoidance of future expenditures and system disruptions.

The role of TIC's on-site project representatives is to provide both a visual and documentation inspection trail that verifies that the client receives the level of quality and product service life that they are paying the contractor to provide. The resident technician is on-site to:

- point out and document deficiencies in the contractor's work, so the contractor makes corrections and improvements as the work progresses.
- document the contractor's daily performance to support invoice approval or any action the owner may wish to take against the contractor.
- confirm that the contractor has taken the necessary steps to protect the owner from liability by testing and properly disposing of spent blast abrasive.
- confirm that the contractor is complying with job site posting requirements.
- quickly resolve any technical questions or changes that may arise to minimize or eliminate delays and/or contractor claims.
- document weather and other jobsite conditions to assess contractor claims for additional time or money.
- document any jobsite visits from state or federal agencies such as OSHA or the EPA.
- facilitate cost-effective solutions to issues that can arise during the construction phase of the tank rehabilitation project.

The observation of the contractor's workmanship is one of the most important parts of a tank rehabilitation project. The best-written, most thorough specifications do not assure the project is completed correctly. TIC's technicians are experienced in tank repair, painting, and erection. They are not only familiar with proper coating application techniques, but also with the underlying reasons for tank painting standards. Our entire staff of civil, structural, chemical, and mechanical engineers and experienced support personnel, including our NACE Certified Field Services Manager and Field Supervisors, are available to provide support on each project.

Environmental Impact: TIC is very concerned about the environmental impact of each tank rehabilitation project we are involved in and is dedicated to complying with environmental regulations. If required, we will have TCLP tests be performed by the contractor on the blasting debris to determine if it is hazardous and requires special handling and disposal. Soil samples are taken from carefully plotted locations on and around the tank site prior to the start of the cleaning and painting project. This testing provides background samples that can be tested and compared with samples taken from the same locations at the conclusion of the project. This before and after sampling and testing helps gauge the impact the project had on the environment and neighboring property, and helps protect the tank owner from claims for pollution which existed before the project started.

Resident Painting Observation: During Resident Project Representation, TIC's field technician is on-site, monitoring the contractor whenever work is being performed. This type of coating observation provides the most thorough and conclusive project representation.

Coatings are very sensitive to atmospheric conditions. Humidity, dew point, air, and steel temperatures must all be within acceptable ranges during application and curing for coating systems to achieve maximum life. Without a resident technician on the site to monitor these conditions, the tank owner is putting their faith in the contractor that work will be suspended when the atmospheric conditions warrant. Evidence of the application of the coating under adverse atmospheric conditions may be a premature failure two or three years later.

Reporting: TIC's project representative furnishes the tank owner and the contractor a written report for each day's observation. The reports shall address, at a minimum, the following items as required:

- Temperature of steel
- Weather conditions: temperature, wind velocity and direction, relative humidity, dew point
- Coating and abrasive product in accordance with project specifications
- Mixing and thinning of coatings
- Cleanliness of blast nozzle
- Paint Batch Numbers used on the day of the observation
- Location of work performed
- Quality of work being performed
- Compliance with the project documents
- Wet and dry film thickness readings
- Calibration record of dry mil thickness gauge
- Measure of the paint cure
- Number of crew members on the job
- Equipment on the job
- Recommendations made
- Estimated completion date
- Photographs of significant details
- Other pertinent data as required or requested

Holiday Testing: Once the interior coating application is completed, Tank Industry Consultants observes the contractor's holiday testing of the interior surfaces.

Final Observation/Walk Through: TIC recommends that a final evaluation be performed when each tank project is completed. At the final evaluation, TIC's field technician or field supervisor will accompany the contractor for a final review of the project. A punch list of items that need remedied or completed is prepared and provided to the tank owner and the contractor. If required, TIC observes the completion of the punch list.

Fees

The fees for the construction phase services will be billed on a time and expenses basis from the rate structure in effect at the time the services are performed. The rate structure for 2016 is attached for your review. Rates for 2017 will be available in December 2017. We do not expect rates to increase more than 5% from 2016 to 2017. **The contractors' construction methodology and work force allotment will be the overall determining factor for inspection hours and costs for this project.** Based on our experience with similar projects we *estimate* the following:

Resident Project Representation*:

7 - 10 weeks @ approximately \$4,600/week	\$32,200 - \$46,000
Contract Administration:	\$4,100
Subcontract Laboratory Analysis:	\$2,000
Meeting attendance: 2 at \$2,500 per meeting	\$5,000

*A minimal amount of time may be charged for the field technician's preparation of documentation in addition to on-site time.

Not To Exceed

The total of the fees for the Construction Phase Services described above Will Not Exceed \$57,100 without approval.

Construction Phase services are offered to compliment TIC's design and bidding phase services. TIC will certainly provide construction phase services, even if the City does not retain TIC for design and bidding phase services. However, this proposal is conditional on our review and acceptance of specifications prepared by others and that the selected contractor names TIC as an additional insured on his comprehensive general liability insurance.

First Anniversary Evaluation

Present AWWA Standards recommend that all water tank construction and painting projects have a bonded warranty following the project completion date. Approximately eleven months after the completion of the tank construction or rehabilitation project, TIC performs a First Anniversary Evaluation. This evaluation focuses on the contractor's compliance with the project specifications and drawings, and the coating condition. TIC will inspect the tank after it has been washed out by the contractor or others, and will prepare a written report describing our findings and any repairs made by the contractor, along with photos.

The fee for the First Anniversary Evaluation will be a fixed fee of \$3,660.

CLOSURE

Tank Industry Consultants takes great pride in offering the most cost-effective tank evaluation and rehabilitation services available. By taking more time during the initial evaluation, we believe that we save our clients significant amounts of money by having all the necessary infor-

mation to properly prepare engineered specifications. Our uniquely designed specifications are clear, concise, and include all of the necessary information to receive competitive bids for the tank rehabilitation. By having Tank Industry Consultants on site throughout the construction phase, The City of Sand Springs can be certain that the most qualified technicians are continually monitoring the contractor's workmanship for compliance with the project documents. Money properly invested now will pay dividends throughout your tank rehabilitation project.

To proceed with this project, please sign the two copies of the enclosed Standard Agreement and forward one original to us. After receipt of this agreement, TIC will forward certificates of insurance to The City of Sand Springs for this project and will contact you to schedule the work.

We look forward to working with you on this project. If you have any questions or need additional information, please contact me.

Sincerely,

Tank Industry Consultants



Ray Penny
Manager, Southwest Region

attachment

cc Julie White – TIC, Indianapolis

Tank Industry Consultants
7740 West New York Street
Indianapolis, Indiana 46214

**Professional Services
2016 Rate Structure**

Effective January 1, 2016 through December 31, 2016

Long-Term Resident Observation

Technician (travel and on-job time)	\$75.50 per hour
Overtime (over 40 hrs/week)	\$113.25 per hour
Minimum 32 hours per week	
Per Diem	\$156.00 per day

Spot Observation

Technician (travel and on-job time)	\$109.25 per hour
Per Diem	\$169.25 per day with lodging \$62.50 per day without lodging
Support Staff	Hourly Rates Shown Below

Engineering and Support Staff

Field Services Manager/Contract Administrator	\$117.50 per hour
Field Superintendent/NACE Certified Technician	\$115.25 per hour
Overtime (over 40 hrs/week)	\$172.75 per hour
Minimum 32 hours per week	
Project Manager	\$123.50 per hour
Engineer - E.I.	\$107.00 per hour
Professional Engineer	\$151.50 per hour
Licensed Senior Professional Engineer	\$223.60 per hour
Licensed Principal Engineer	\$268.85 per hour
Licensed Senior Principal Engineer	\$296.40 per hour
Safety Director	\$153.00 per hour
Clerical	\$61.50 per hour

Direct Expenses

- A charge of \$11.70 per hour is added for every office hour worked to cover copying, fax, mail, telephone, long distance, paging, cell phone, trucks, field equipment, and other miscellaneous costs.

Mileage

- \$0.85 per mile per vehicle from nearest office
Indianapolis, IN • Pittsburgh, PA • Houston, TX • Plainfield, IL • El Paso, TX • Sacramento, CA

Reimbursable Expenses

- Travel by public transportation at cost, plus 10%.
- All other reimbursable expenses (not otherwise listed on this rate structure) at cost plus 10%.

Subcontract Laboratory Analysis (Fees are doubled for rush service)

Total Lead in Samples by Atomic Absorption Spectroscopy	\$135.25 per sample
Total Metals (Cadmium, Chromium & Lead) in Samples by Atomic Absorption Spectroscopy	\$275.50 per sample
Leachable Lead in Samples by Toxicity Characteristic Leaching Procedure	\$570.00 per sample

Standard Form of Agreement between Owner and Engineer for Professional Project Representation Services

This AGREEMENT, made this _____ day of _____, 2016 by and between Tank Industry Consultants, Headquartered at 7740 West New York Street, Indianapolis, Indiana 46214, hereafter referred to as the ENGINEER and the City of Sand Springs located at 109 N. Garfield, Sand Springs, Oklahoma 74063, hereafter referred to as the OWNER.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION 1 - SERVICES OF ENGINEER

- 1.1. The ENGINEER agrees to provide professional contract administration services for the Project in accordance with the ENGINEER's proposal to the OWNER dated April 25, 2016.
- 1.2. The ENGINEER agrees to provide professional project representation services to monitor the contractor's workmanship as outlined in the ENGINEER's proposal to the OWNER dated April 25, 2016 and as specifically defined as follows:
- 1.3. The duties of the ENGINEER shall be:
 - a. Conduct on-site observation of the Work in progress to assist the OWNER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to OWNER whenever ENGINEER believes that any Work is unsatisfactory or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any observation, test or approval required to be made; and advise OWNER of Work that ENGINEER believes should be corrected or rejected or should be uncovered for observation, or requires special testing, observation or approval.
 - c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project record the results of these visits and reports to the OWNER.
 - d. Report to OWNER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by OWNER.
 - e. Conduct final evaluation in the company of Contractor and prepare a list of items to be completed or corrected.
 - f. Observe that all items on the list have been completed or corrected and make recommendation to OWNER concerning acceptance.
- 1.4. If ENGINEER is requested to perform observation of the contractor's workmanship, then the limitations of authority of the ENGINEER shall include:
 - a. The ENGINEER shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless directed by the OWNER.
 - b. The ENGINEER shall not exceed the limitations of the OWNER's authority as set forth in this Agreement and the Contract Documents.
 - c. The ENGINEER shall not undertake any of the responsibilities of the contractor, sub-contractors or contractor's superintendent.
 - d. The ENGINEER shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 - e. The ENGINEER shall not advise, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
 - f. The ENGINEER shall not advise on, issue directions regarding or assume control over contractor's compliance with environmental regulations.

SECTION 2 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so not to delay the services of ENGINEER.

- 2.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 2.2. Provide all criteria and full information as to ENGINEER's services hereunder as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER currently has, if any.
- 2.3. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

- 2.4. Review all of ENGINEER's submittals and provide comments and input to allow ENGINEER's work to meet OWNER's objectives.
- 2.5. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of any Contractor affecting the Project.
- 2.6. Perform the duties required under the Terms section (if any) of the Proposal.
- 2.7. The information and services to be provided by OWNER under the Section will be without cost to ENGINEER.

SECTION 3-PAYMENTS TO ENGINEER

OWNER shall pay ENGINEER for Services rendered in the amounts outlined in the Proposal to the OWNER dated April 25, 2016. The OWNER shall issue payment to ENGINEER within 30 calendar days of receipt of properly submitted invoice.

SECTION 4-TERMS AND CONDITIONS

- 4.1. **Professional Responsibility** - ENGINEER represents that the services shall be performed, within the limits presented by OWNER, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed. No other representations to OWNER, expressed or implied and no warranty or guarantee is included in this Agreement, or in any report, opinion, document, or otherwise.
- 4.2. **Re-Use of Documents** - All documents furnished by the ENGINEER pursuant to this Agreement are instruments of services in respect to the Project and the ENGINEER shall retain ownership of said documents whether or not the Project is completed. The OWNER may make and retain any additional copies for information and reference in connection with the use of the Project by the OWNER and others for the Project; however, such documents are not intended to be suitable for re-use by the OWNER or others on extensions of the Project or on any other project. Any re-use without the express written consent of the ENGINEER will be at re-user's sole risk and without liability or legal exposure to the ENGINEER, and the OWNER shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, expenses, and costs, including attorneys' fees arising out of or resulting from the reuse of said documents without the ENGINEER's consent. The granting of such consent will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.
- 4.3. **Insurance** - ENGINEER shall procure and maintain workers' compensation, automobile, general liability and professional liability insurance. Upon receipt of this executed Agreement, ENGINEER shall provide OWNER with certificates of insurance for OWNER's review and use. ENGINEER and OWNER shall require all contractors working on this project to list ENGINEER and OWNER as an additional insured on their insurance certificates.
- 4.4. **Termination** - The obligation to perform under the terms of this Agreement may be terminated by ENGINEER upon thirty (30) days' written notice to OWNER in the event of substantial failure of OWNER to perform in accordance with the terms hereof. This Agreement may be terminated by OWNER with or without cause upon thirty (30) days' written notice to ENGINEER. OWNER shall compensate ENGINEER for all work performed up to and including the termination date.
- 4.5. **Indemnification** - The ENGINEER agrees to indemnify the OWNER, their officers, employees, and agents against, and will hold and save them harmless from claims, damages, losses or omissions due to the negligence of the ENGINEER in the performance of this Agreement, but only for that portion of such negligence of the ENGINEER compared to the total negligence of all persons, firms, or corporations which results in said damages to the OWNER. The ENGINEER shall not be liable for any consequential damages. The fees listed in the Proposal to the OWNER dated April 25, 2016 are based upon the total liability to the ENGINEER not exceeding \$50,000 or the contract amount, whichever is greater.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly elected officials, this AGREEMENT in duplicate on the respective dates indicated below.

ENGINEER: Tank Industry Consultants

OWNER: City of Sand Springs



By: Gregory R. Stein, P.E., Managing Principal

By: _____

Printed: _____

Dated: April 25, 2016
21

Dated: _____

BUDGET DETAIL- CAPITAL PROJECTS

CAPITAL IMPROVEMENT WATER AND WASTEWATER FUND

CITY OF SAND SPRINGS
 CAPITAL IMPROVEMENT WATER AND WASTEWATER FUND
 FY 2016 PROPOSED BUDGET

	BUDGET	ACTUAL	BUDGET	ACTUAL		FY2016 BUDGET REQUESTED
	L-T-D	PRIOR YEARS	CURR YEAR	CURR YEAR	LIFE TO DATE	
Sewer Lift Station Generator Improvements	50,000	\$ -	\$ 50,000	\$ -	\$ -	\$ -
AMR Equipment for New Water Taps	25,000	6,788	18,212	17,494	24,282	34,822
Meters for New Water Taps	54,998	26,625	28,373	22,938	49,563	52,175
WTP Improvements	163,310	57,939	105,371	-	57,939	50,000
WWTP Improvements	297,357	119,107	178,250	9,171	128,278	190,000
Meter Vault Improvements	100,000	12,471	87,529	-	12,471	-
Emergency Repairs	200,000	-	200,000	-	-	-
10th St Sewer Relocation (Hickory)	118,358	118,358	-	-	118,358	-
SCADA Upgrades (Water & Wastewater)	175,000	41,400	133,600	95,476	136,676	-
73rd W Ave Water Line	500,000	-	500,000	-	-	-
SRWCS One-Way Tank	50,000	-	50,000	-	-	-
WWTP Mechanical System Upgrades	50,000	-	50,000	31,755	31,755	-
209th Water BPS Improvement	824,999	59,782	765,217	369,802	429,584	-
River West W&WW Construction	-	-	-	-	-	-
McKinley Tanks (.5mg tank)	1,000,000	-	1,000,000	-	-	-
WWTP Construction	400,000	-	400,000	-	-	-
WWTP Belt Filter Press Upgrade	-	-	-	-	-	190,000
South Side Water Control Valve	-	-	-	-	-	150,000
WTP Backwash Improvements (800k)	-	-	-	-	-	10,000
Shell Lake RWCS	-	-	-	-	-	150,000
Water Distribution - 137th Water Line	1,552,837	1,386,502	166,335	700	1,387,202	-
Wastewater Collection	454,748	414,748	40,000	14,636	429,384	14,636
Fire Hydrant Replacement	446,681	382,218	64,463	29,749	411,967	50,000
Spring Lake Campus (Rev Bond)	8,866,032	570,656	8,295,376	3,368,279	3,938,935	-
41st Street Water Tower (Rev Bond)	3,000,000	840,036	2,159,964	1,806,616	2,646,651	-
WWTP Improvements (Rev Bond)	18,132,726	1,017,693	17,115,033	995,438	2,013,131	-
Wtr Tanks Inspec/Rehab	1,859,387	1,144,361	715,026	309,560	1,453,921	800,000
Cap Project Indirect Cost- Water	113,020	113,020	-	-	113,020	-
Cap Project Indirect Cost- Wastewater	130,034	130,034	-	-	130,034	-
Total Expenditures	\$ 77,138,467	\$ 43,381,870.96	\$ 33,756,596	\$ 7,405,122	\$ 50,786,993	\$ 2,431,709



CITY OF SAND SPRINGS

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

Consent Agenda item # _____

CITY OF SAND SPRINGS
 COUNCIL/AUTHORITY STAFF REPORT
 MEETING DATE: JULY 25, 2016

SUBJECT:

**RIVER WEST ADDITION NO. 3
 COSS PROJECT NO. P-1311, BID NO. 1020
 FINAL PROJECT ACCEPTANCE**

STAFF RECOMMENDATION:

1. Approve Change Order No. 4 (Reconciliatory) to the Agreement with Dunham's Asphalt Services, Inc. for a net increase in the contract amount of \$6,797.90 and an increase in the contract time of 200 calendar days.
2. Accept the River West Addition No. 3 project, Bid No. 1020, constructed by Dunham's Asphalt Services, Inc.

BACKGROUND AND HISTORY:

River West Addition No. 3 is a commercial development located north of Morrow Road between State Hwy 97 and Main Street. Plans and specifications were prepared by the developer's engineer (SMC, Inc.) which include grading, public street & storm sewer, public water lines and public sanitary sewer lines. On July 22, 2014, City Council awarded the RiverWest Addition No. 3 project to Dunham's Asphalt Services, Inc. in the amount of \$2,554,371.00, with an original contract time of 190 calendar days.

Since that time, three Change Orders and one additional Work Change Directive have been approved for a net increase in the contract amount of \$115,106.55 and an increase in the contract time of 29 calendar days.

Dunham's Asphalt Services, Inc. satisfactorily completed construction of the project, and a Final Inspection was conducted on December 7, 2015, with all punch-list items being addressed within the allowable 15 days of the Final Inspection date. The actual project duration significantly exceeded the contract time as extended by the above referenced Change Orders. These project delays could in part be attributed to weather delays, project design issues, and delays resulting from necessary coordination with other utility companies. With the contract documents specifying liquidated damages in the amount of \$500/calendar day exceeding the

contract time, Staff recognized that it would likely take a while to sort through these project delays to determine which were beyond the Contractor's control and arrive at a mutually agreeable recommendation for reconciling the final contract time and amount.

In order to avoid further delay in opening the streets within the development, it seemed mutually beneficial to both parties that the infrastructure constructed as part of the project be accepted and put into service. On January 25, 2016, City Council voted to accept the infrastructure improvements (water, sanitary sewer, street, & storm sewer) constructed for the River West Addition No. 3 project, thus allowing the City to move forward with opening the streets to the public and allowing the Contractor's 1-year maintenance period to begin while the details of Final Payment were sorted out.

EXECUTIVE SUMMARY:

In the months since the Partial Acceptance of the infrastructure improvements has occurred, Staff has worked with the Contractor to arrive at a mutually agreeable recommendation for reconciling the final contract time and amount. The attached Change Order No. 4 has been prepared to reflect a net increase in the Contract Amount of \$6,797.90 and an increase in the Contract Time of 200 calendar days. Considerations in arriving at this recommendation fell into four major areas of consideration as follows:

Work Change Directive No. 4 – Striping Alterations on Main St.

WCD No. 4 for an increase in the Contract Amount of \$2,503.90 and one additional calendar day was approved by the City Manager on October 20, 2015. This WCD directive authorized a number of alterations to striping and other pavement markings along Main Street necessitated by the abandonment of existing streets and the reconnection of the new Alexander Boulevard. These alterations were not shown on the original project plans. WCD's are to be followed up with incorporation into a formal Change Order.

Change Order Request No. 6 – Additional Fill Required at Pond C

This COR No. 6, dated October 2, 2015, was submitted by the Contractor upon discovery of an approximate 2 foot bust in the vertical elevations depicted in the plan and profile views along the east side of Booker T. Washington Ave. as it approached the pond located in Common Reserve C. This discrepancy required field adjustment of the earthwork in order to make the sidewalk constructible in this area. The contractor has submitted COR No. 6 for an additional \$4,773.60 and one calendar day as compensation for the additional imported fill required. Staff has reviewed this request and believes it to be reasonable.

Reconciliation of Unit Priced Quantities

Over/under-runs of unit priced quantities included in the original bid were reconciled to the quantities actually required to complete the project. The most significant quantity reconciled is in the amount of Solid Slab Sodding placed. Two issues contributed to this 124% overrun. First, the original plan quantity appears to have been significantly short of what was required to cover the area specified. Second, the original plan called for placement of sod within the right-of-way as well as upon the slopes within the ponds leaving a narrow strip to be hydromulched between these areas. In order to address some erosion concerns that were developing around the ponds and to improve the aesthetics of the area, the Contractor was requested to extend sod quantities through this narrow strip. The overrun in sod quantities have been matched with a comparable adjustment in the hydromulch quantities. The total for unit priced quantity reconciliation works out to a net decrease of \$479.60.

Reconciliation of Contract Time

Per the summary sheet attached to the Change Order No. 4 document, a negotiated 200 calendar days are proposed for addition to the Contract Time. In addition to the numerous significant rainfall events and severe cold spells that occurred through the course of the project, numerous intangible factors affected the Contractor's progress which are not so easily quantifiable. Coordination with third-party utility companies who were also relocating and extending services into the development as well as with the ODEQ caused delays in the Contractor's ability to effectively work on critical path items. Staff has negotiated with the Contractor regarding the contract time, and believes the sum total of 200 additional calendar days, when taken in the aggregate, to be fair consideration for both the tangible and intangible delays to the Contractor which have not been addressed by previous Change Order.

Per the Agreement, the parties agreed that liquidated damages would be assessed if the work was not complete within the Contract Time. With the time extension proposed in this final reconciliatory Change Order No. 4, the Contractor has exceeded the new completion date by 51 calendar days. The parties agree that liquidated damages in the amount of \$25,500 will be assessed due to delays completing the work. Therefore, the change order establishes \$129,623.43 as the remaining balance owed as payment in full, to be paid upon approval of the change order.

BUDGETARY IMPACT:

A net increase in the Contract Amount of \$6,797.90 less \$25,500 in assessed liquidated damages to come to the City in the form of a credit on the Contractor's Final Invoice

COMPILED BY: Cody Blair
Assistant City Engineer

PRESENTED BY: Cody Blair
Assistant City Engineer

Attachments:

Change Order No. 4
Letter of Acceptance

CHANGE ORDER

ORDER NO. _____ 4
DATE: _____ 7/25/16
AGREEMENT DATE: _____ 8/11/14

NAME OF PROJECT: River West Addition No. 3, Bid No. 1020
COSS Project No. P-1311

OWNER: CITY OF SAND SPRINGS

CONTRACTOR: DUNHAM'S ASPHALT SERVICES, INC.

The following changes are hereby made to the CONTRACT DOCUMENTS:
Final adjustment of Contract Price as revised by attached Work Change Directive No. 4 & Change Order Request No. 6, reconciliation of quantities required for completion of Project (see attached), and adjustment of Contract Time for Work Change Directive No. 4, Change Order Request No. 6, weather delays, and other delays beyond the Contractor's control.

Justification:
Reconciliatory Change Order for processing close-out of Project.

Original CONTRACT PRICE: \$ 2,554,371.00

Previous CHANGE ORDERS: \$ 112,602.65

Current CONTRACT PRICE adjusted by previous CHANGE ORDER
\$ 2,666,973.65

The CONTRACT PRICE due to this CHANGE ORDER will be **(increased)**
(decreased) by \$ 6,797.90.

The new CONTRACT PRICE including this CHANGE ORDER will be
\$ 2,673,771.55.

Change to CONTRACT TIME:

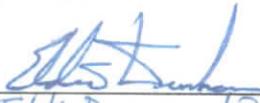
The CONTRACT TIME will be **(increased)** (decreased) by 200 calendar days.

Therefore, the date for completion of all work will be 10/31/2015

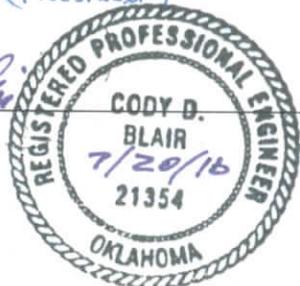
The parties agree that the remaining balance owed pursuant to the contract is \$129,623.43, to be paid upon approval of this agreement. Contractor agrees the above constitutes payment in full and releases any and all claims it may have against the City of Sand Springs for additional payment of any type

Approval Required:

OWNER: _____

CONTRACTOR: 
Eddie DUNHAM (President)

ENGINEER: 



JUSTIFICATION FOR CHANGE

1. Is proposed change an alternate bid? / /Yes /X/No

2. Will proposed change alter the physical / /Yes /X/No
size of the project?
If "Yes", explain.

3. Has consent of surety been obtained? / /Yes /X/No

4. Will this change affect expiration / /Yes /X/No
or extent of insurance coverage?
If "Yes", will the policies be extended?

5. Effect on operation and maintenance costs:

No significant impact.

6. Necessity for change:

Reconciliatory Change Order for processing close-out of Project.



WORK CHANGE DIRECTIVE

WCD No. 4

PROJECT: River West Addition No. 3, Bid No. 1020
COSS Project No. P-1311

OWNER: City of Sand Springs

CONTRACTOR: Dunham's Asphalt Services, Inc.
ENGINEER: SMC Consulting Engineers, P.C.

The following additions, deletions, or revisions to the Work have been ordered and authorized:
DESCRIPTION OF WORK: (LIST DOCUMENTS ATTACHED)

This Work Change Directive provides for the cost of labor, equipment, and materials to install and remove pavement striping and other markings on South Main Street between Alexander Boulevard and Morrow Road as indicated on the attached detail drawings (5 sheets).

REASON FOR CHANGE

Alterations to striping and other pavement markings along Main Street necessitated by the abandonment of existing streets and the reconnection of the new Alexander Boulevard were not included in the River West Addition #3 plans.

METHOD OF PAYMENTS: (Check One)

- Contract Unit Price
- Lump Sum
- Cost of the Work (Time and Materials)

(See attached Pricing Summary)
(extension of bid quantities, plus negotiation of additional unit prices)

Estimated increase (~~decrease~~) in CONTRACT PRICE:

Estimated increase (~~decrease~~) in CONTRACT TIME:

\$2,503.90

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

1 calendar day

If the change involves an increase, the estimated time is not to be exceeded without further authorization.

REMARKS:

RECOMMENDED BY:

Cody D. Blair
ENGINEER



10/20/15
DATE

AUTHORIZED BY:

Clayton Hays
OWNER

10/20/15
DATE

WORK CHANGE DIRECTIVE

INSTRUCTIONS

A. General Information

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Time. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

B. Completing the Work Change Directive Form

Engineer initiates the form, including a description of the items involved and attachments. Based on conversations between Engineer and Contractor, Engineer completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE:

Mark the method to be used in determining the final cost of Work involved and net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the time or Contractor may stop the change Work when the estimated time is reached. If the Work Change Directive is not likely to change the Contract Time, the space for estimated increase (decrease) should be marked "Not Applicable".

Once Engineer has completed and signed the form, all copies should be sent to Owner for authorization because Engineer alone does not have authority to authorize changes in Price or Time. Once authorized by Owner, a copy should be sent by Engineer to Contractor.

Once the Work covered by this directive is completed or final cost and time determined, Contractor should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR THE CONTRACT TIME. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.



Dunham's Asphalt Services, Inc.

WORK CHANGE DIRECTIVE	4	WD DATE:	10.19.2015
PROJECT NAME/NUMBER:	Rlverwest 3	REQUESTED BY:	Tim Quattrocchi
SUBMITTED TO:	City of Sand Springs	ATTENTION:	Kurt Baker

Dunham's Asphalt Services, Inc. would like to submit for your approval Work Change Directive # 4.

This Work Change has been occasioned by:
Additional striping and removal

Scope of Work

Description	qty	Unit	Unit Cost	Extension
TRAFFIC STRIPE PLASTIC (4")(YELLOW)	90	lf	\$ 1.20	\$ 108.00
TRAFFIC STRIPE PLASTIC (4")(DOUBLE YELLOW)	187	lf	\$ 2.40	\$ 448.80
TRAFFIC STRIPE PLASTIC (4")(WHITE)	133	lf	\$ 2.00	\$ 266.00
TRAFFIC STRIPE PLASTIC (ARROW)	5	ea	\$ 100.00	\$ 500.00
TRAFFIC STRIPE PLASTIC (WORD) (ONLY)	1	ea	\$ 250.00	\$ 250.00
TRAFFIC STRIPE (REMOVAL)(4")	312	lf	\$ 2.25	\$ 702.00
TRAFFIC STRIPE (REMOVAL) (ARROW)	2	ea	\$ 90.00	\$ 180.00

SubTotal \$ 2,454.80
Bond Cost \$ 49.10

Total Work Change Directive # 4 (add) \$ **2,503.90**

Additional Days Requested 1

Sincerely,

Tim Quattrocchi

Approved By: _____ Title: _____
Date: _____

SHEET 1



WHITE
"ONLY"

ONLY

133 LF
4" SOLID WHITE

133 LF
4" DOUBLE YELLOW

WHITE
LEFT TURN ARROW

8 FT

54 FT

30 FT

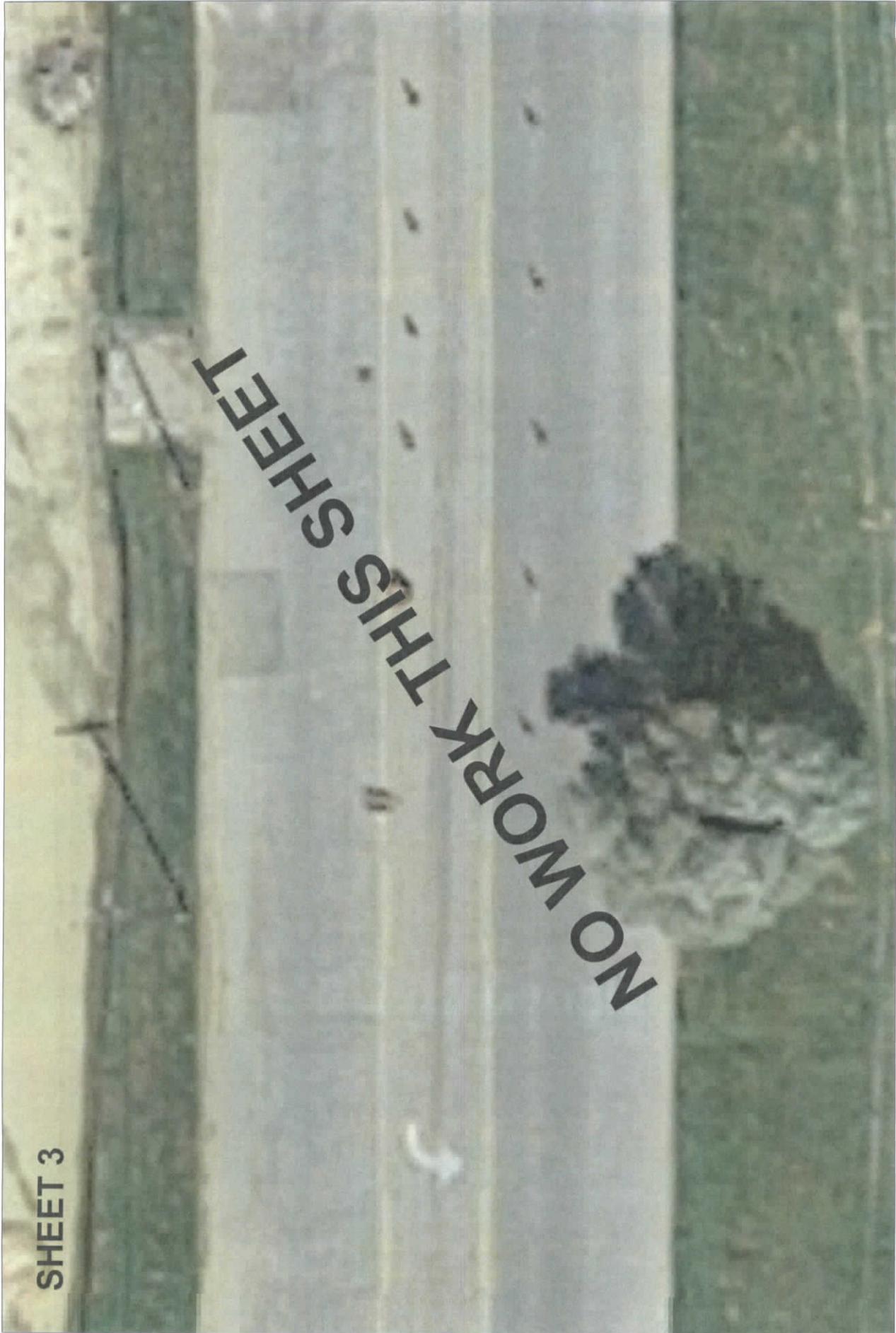
SHEET 2



42 LF
4' DOUBLE YELLOW

SHEET 3

NO WORK THIS SHEET



SHEET 4



45 LF
4" SOLID YELLOW

45 LF
4" SOLID YELLOW

16 FT

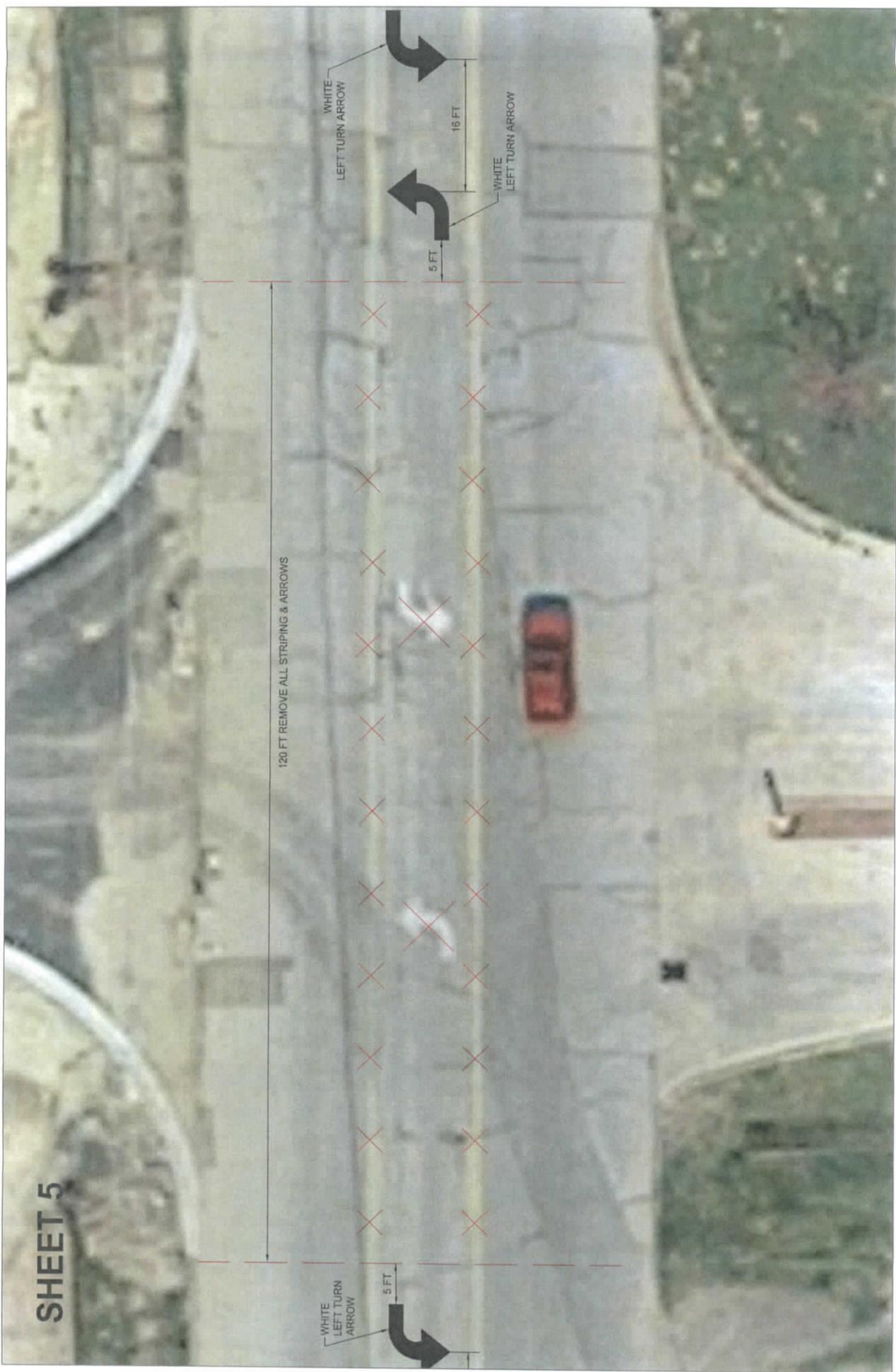


WHITE
LEFT TURN ARROW

12 LF
4" DOUBLE YELLOW
(MATCH PATTERN OF
EXIST. 4" SOLID/BROKEN
LINE WHICH WAS REMOVED
WITH PATCH WORK)

SHEET 5

120 FT REMOVE ALL STRIPING & ARROWS





Dunham's Asphalt Services, Inc.

CHANGE ORDER REQUEST	6	COR DATE:	10.02.2015
PROJECT NAME/NUMBER:	Riverwest 3	REQUESTED BY:	Tim Quattrocchi
SUBMITTED TO:	City of Sand Springs	ATTENTION:	Cody Blair

Dunham's Asphalt Services, Inc. would like to submit for your approval Change Order Request # 006

This change order has been occasioned by:
Additional fill required at pond C due to a grade bust in elevations.

Scope of Work

Additional Import Fill	360	cy	\$	13.00	\$	4,680.00
Unit Cost per contract						
Additional bond Cost	1	ls			\$	93.60

Total Change Order Request # 006				{add}	\$	4,773.60
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Additional Days Requested	1
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Sincerely,

Tim Quattrocchi

Approved By: _____	Title: _____
Date: _____	

CITY OF SAND SPRINGS, OKLAHOMA

River West Addition No. 3, Bid No. 1020

July 25, 2016

Change Order No. 4 - Final Reconciliatory

Item Description	Current Contract Amount			Change Order No. 4 Amount			New Contract Amount			
	Qty	Unit	Amount	Qty	Unit	Amount	Qty	Unit	Amount	
PART 1: WATER LINE BID										
1 EXCAVATION, TRENCHING, & BACKFILL UNCLASSIFIED	1,520	CY	\$ 20.00			\$ 30,400.00				
2 8-INCH AWWA C-900, PVC DR-14, CLASS 200	1,800	LF	\$ 35.00			\$ 63,000.00				
3 6-INCH AWWA C-900, PVC DR-14, CLASS 200	167	LF	\$ 31.00			\$ 5,177.00				
4 8"X8" TEE (FL X MJ)	6	EA	\$ 350.00			\$ 2,100.00				
5 8"X8" TEE (FL X MJ)	1	EA	\$ 380.00			\$ 380.00				
6 8-INCH 22.5 DEGREE BEND	1	EA	\$ 350.00			\$ 350.00				
7 6"X8" INCREASER	1	EA	\$ 400.00			\$ 400.00				
8 8-INCH 45 DEGREE BEND	4	EA	\$ 400.00			\$ 1,600.00				
9 RESTRAINED JOINT, 6" PIPE/FITTING JOINT	18	EA	\$ 450.00			\$ 8,100.00				
10 RESTRAINED JOINT, 8" PIPE/FITTING JOINT	23	EA	\$ 430.00			\$ 9,890.00				
11 6"X6" TAPPING SLEEVE (CAST IRON OR D.I.J. & VALVE	1	EA	\$ 1,500.00			\$ 1,500.00				
12 6-INCH GATE VALVE	6	EA	\$ 1,300.00			\$ 7,800.00				
13 8-INCH GATE VALVE	4	EA	\$ 2,100.00			\$ 8,400.00				
14 1-INCH AIR RELIEF VALVE & VAULT	1	EA	\$ 900.00			\$ 900.00				
15 8-INCH 3-WAY FIRE HYDRANT WITH RISER, 4 1/2-FOOT BURY WITH 4-INCH STORZ CONNECTION	6	EA	\$ 2,900.00			\$ 17,400.00				
16 6-INCH VALVE BOX	6	EA	\$ 330.00			\$ 1,980.00				
17 8-INCH VALVE BOX	4	EA	\$ 800.00			\$ 3,200.00				
18 8-INCH CONCRETE WITH 2-INCH ASPHALT (SAW CUT IS INCIDENTAL)	7	SY	\$ 100.00			\$ 700.00				
19 AUTOMATIC WATER FILL ASSEMBLY WITH 2" WATER METER	1	LS	\$ 10,000.00			\$ 10,000.00				
SUB-TOTAL FOR PART 1 WATER LINE BID =			\$ 173,277.00			\$ 173,277.00				\$ 173,277.00

PART 2: SANITARY SEWER BID										
1 8-INCH PVC SAN SEWER PIPE, SDR-35	351	LF	\$ 32.00			\$ 11,232.00	(25)	LF	\$ 32.00	\$ 800.00
2 10-INCH PVC SAN SEWER PIPE, AWWA C-900, CLASS 200	1,228	LF	\$ 34.00			\$ 41,752.00	(21)	LF	\$ 34.00	\$ 714.00
3 10-INCH PVC SAN SEWER PIPE, SDR-35	1,008	LF	\$ 35.00			\$ 35,280.00	(25)	LF	\$ 35.00	\$ 875.00
4 8-INCH AWWA DIP, PRESSURE CLASS 350	105	LF	\$ 56.00			\$ 5,880.00				
5 10-INCH AWWA DIP, PRESSURE CLASS 350	77	LF	\$ 66.00			\$ 5,082.00				
6 SANITARY SEWER MANHOLE, 0'-8" 3500 PSI	20	EA	\$ 2,200.00			\$ 44,000.00				
7 SANITARY SEWER MANHOLE, GREATER THAN 8" 3500 PSI	8	VLF	\$ 350.00			\$ 2,800.00				
8 4" DUCTILE IRON SERVICE TEE	1	EA	\$ 1,000.00			\$ 1,000.00	1	EA	\$ 1,000.00	\$ 1,000.00
9 CONNECTION TO EXISTING SSMH	2	EA	\$ 1,000.00			\$ 2,000.00				
10 8" CONCRETE WITH 2" ASPHALT (SAW CUT & CURBING ARE INCIDENTAL)	48	SY	\$ 100.00			\$ 4,800.00				
11 DEFLECTION TEST	1	LS	\$ 8,000.00			\$ 8,000.00				
12 LEAKAGE TEST	1	LS	\$ 15,000.00			\$ 15,000.00				
13 REPLACE EXISTING LID & FRAME WITH WATER TIGHT LID & FRAME	2	EA	\$ 800.00			\$ 1,600.00				
SUB-TOTAL FOR PART 2 SANITARY SEWER BID =			\$ 178,426.00			\$ 178,426.00				\$ (1,389.00)

PART 3: PAVING & DRAINAGE BID										
1 CLEARING AND GRUBBING	1	LS	\$ 260,000.00			\$ 260,000.00				
2 UNCLASSIFIED EXCAVATION (ON-SITE CUT & FILL)	40,950	CY	\$ 3.30			\$ 135,135.00				
3 EMBANKMENT (INCLUDING THE TOP SOIL) (IMPORT)	37,965	CY	\$ 13.00			\$ 493,545.00				
4 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)	1	LS	\$ 6,000.00			\$ 6,000.00				
5 TEMPORARY SILT FENCE	4,340	LF	\$ 3.30			\$ 14,322.00				
SUB-TOTAL FOR PART 3 PAVING & DRAINAGE BID =			\$ 819,002.00			\$ 819,002.00				\$ 260,000.00

Item	Description	Current Contract Amount						Change Order No. 4 Amount						New Contract Amount					
		Qty	Unit	Unit Price	Amount	Qty	Unit	Unit Price	Amount	Qty	Unit	Unit Price	Amount	Qty	Unit	Unit Price	Amount		
6	ROCK CHECK DAM	4	EA	\$ 2,200.00	\$ 4,800.00														
7	TEMPORARY INLET SEDIMENT FILTER	17	EA	\$ 400.00	\$ 5,900.00	14	EA	\$ 1,200.00	\$ 14,800.00	0	EA	\$ -	\$ -	0	EA	\$ -			
6	SOLID SLAB SODDING	6,045	SY	\$ 2.80	\$ 15,712.00	7,519	SY	\$ 2.80	\$ 19,548.40	3,584	SY	\$ 2.80	\$ 9,995.20	17	EA	\$ 400.00	\$ 6,800.00		
9	HYDROMULCH BEDDING	16.3	ACRE	\$ 1,000.00	\$ 17,600.00	1.8	ACRE	\$ 1,100.00	\$ 1,750.00	14.4	ACRE	\$ 1,100.00	\$ 15,840.00						
10	STABILIZED CONSTRUCTION ENTRANCE	1	EA	\$ 3,300.00	\$ 3,300.00														
11	6-INCH STABILIZED SUBGRADE	5,545	SY	\$ 6.00	\$ 57,270.00														
12	SEPARATOR FABRIC GEOTEXTILE 30 MIL (AASHTO M288)	23,835	SY	\$ 2.25	\$ 55,581.25														
13	TACK COAT (0.08 GAL/SY)	1,158	GAL	\$ 4.30	\$ 4,632.00														
14	PRIME COAT (0.12 GAL/SY)	1,145	GAL	\$ 4.30	\$ 4,560.00	11,745	GAL	\$ 4.00	\$ 4,580.00										
15	2-INCH HOT MIX ASPHALT CONCRETE, 0001 TYPE B	7,238	SY	\$ 8.20	\$ 7,904.00														
16	4-INCH HOT MIX ASPHALT CONCRETE, 0001 TYPE A	16,783	SY	\$ 11.50	\$ 193,004.50														
17	FULL DEPTH EXISTING PAVEMENT SAW CUT	355	LF	\$ 5.00	\$ 1,775.00														
18	RIP RAP PAD EROSION CONTROL DETAIL	4	EA	\$ 1,500.00	\$ 6,000.00														
19	8-INCH-HIGH COMBINATION CURB & GUTTER, 3000 PSI	3,750	LF	\$ 16.00	\$ 60,000.00														
20	5-FOOT WIDE CONCRETE SIDEWALK (4" THICK, 3000 PSI)	2,415	SY	\$ 44.00	\$ 106,260.00														
21	STORM WATER MANHOLE (4' I.D.), I/C FRAME & LID PER DETAIL, 4000 PSI (A/E)	2	EA	\$ 3,000.00	\$ 6,000.00														
22	STORM WATER MANHOLE (6' I.D.), I/C FRAME & LID PER DETAIL, 4000 PSI (A/E)	10	EA	\$ 5,000.00	\$ 50,000.00														
23	STORM WATER MANHOLE (8' I.D.), I/C FRAME & LID PER DETAIL, 4000 PSI (A/E)	3	EA	\$ 6,000.00	\$ 18,000.00														
24	CURB INLET DES 2.0 (I/C FRAME, GRATE, AND HOOD), 4000 PSI (A/E)	4	EA	\$ 5,000.00	\$ 20,000.00														
25	CURB INLET DES 2.1 (I/C FRAME, GRATE, AND HOOD), 4000 PSI (A/E)	3	EA	\$ 5,000.00	\$ 15,000.00														
26	CURB INLET DES 2.1 (I/C FRAME, GRATE, AND HOOD), 4000 PSI (A/E), W/ 2 EXTRA GRATES	1	EA	\$ 7,000.00	\$ 7,000.00														
27	GRATED AREA INLET 4000 PSI (A/E)	3	EA	\$ 3,500.00	\$ 10,500.00														
28	UTILITY MANHOLE ADJUST TO GRADE	3	EA	\$ 800.00	\$ 2,400.00														
29	18-INCH R.C. PIPE, CLASS III (TRENCHING, BEDDING & BACKFILL INCLUDED)	69	LF	\$ 50.00	\$ 3,450.00														
30	24-INCH R.C. PIPE, CLASS III (TRENCHING, BEDDING & BACKFILL INCLUDED)	35	LF	\$ 80.00	\$ 9,300.00														
31	30-INCH R.C. PIPE, CLASS III (TRENCHING, BEDDING & BACKFILL INCLUDED)	281	LF	\$ 86.00	\$ 22,448.00														
32	36-INCH R.C. PIPE, CLASS III (TRENCHING, BEDDING & BACKFILL INCLUDED)	588	LF	\$ 120.00	\$ 88,160.00														
33	30-INCH CONCRETE SLOPE END WALL, 3000 PSI	1	EA	\$ 7,500.00	\$ 7,500.00														
34	36-INCH CONCRETE SLOPE END WALL, 3000 PSI	3	EA	\$ 9,000.00	\$ 24,000.00														
35	DEMOLITION OF EXISTING PAVING/REMOVAL OF INLETS, PIPES, MANHOLES, ETC	1	LS	\$ 12,000.00	\$ 12,000.00														
36	SHEET ALUMINUM SIGN (COMPLETE INSTALLATION PER DETAIL) (I/C STREET NAME SIGNAGE)	3	EA	\$ 250.00	\$ 750.00														
37	TRAFFIC STRIPE (PLASTIC) (4" WIDE) (SOLID YELLOW)	3,400	LF	\$ 1.20	\$ 4,080.00														
38	TRAFFIC STRIPE (PLASTIC) (4" WIDE) (DASHED, YELLOW)	2,915	LF	\$ 1.20	\$ 2,418.00														
39	TRAFFIC STRIPE (PLASTIC) (4" WIDE) (SOLID WHITE)	95	LF	\$ 2.00	\$ 190.00														
40	TRAFFIC STRIPE (PLASTIC) (8" WIDE) (SOLID, YELLOW)	265	LF	\$ 2.20	\$ 583.00														
41	TRAFFIC STRIPE (PLASTIC) (24" WIDE FOR STOP BAR) (SOLID WHITE)	75	LF	\$ 10.00	\$ 750.00														
42	TRAFFIC STRIPE (PLASTIC) (24" WIDE, 8' LONG STRIPE ACROSS CROSSWALK) (SOLID WHITE)	335	LF	\$ 11.00	\$ 3,685.00														
43	TRAFFIC STRIPE (PLASTIC) (ARROWS) (SOLID WHITE)	25	EA	\$ 100.00	\$ 2,500.00														
44	CONSTRUCTION ENTRANCE BARRICADE (TYPE III)	5	EA	\$ 300.00	\$ 1,500.00														
45	CONSTRUCTION TRAFFIC CONTROL	1	LS	\$ 10,000.00	\$ 10,000.00														
46	PVC GEO-MEMBRANE 30 MIL (ASTM-7176-26)	11,905	SY	\$ 10.00	\$ 119,050.00														
47	SEDIMENT BASIN SKIMMER	1	EA	\$ 5,000.00	\$ 5,000.00														
48	SEDIMENT TRAP	1	EA	\$ 2,500.00	\$ 2,500.00														
49	ADA WHEEL CHAIR RAMP, 3000 PSI	10	EA	\$ 1,000.00	\$ 10,000.00														
50	CONSTRUCTION MATERIAL TESTING	1	LS	\$ 60,000.00	\$ 60,000.00														
51	30-INCH POLYPROPYLENE DUAL WALL PIPE (TRENCHING, BEDDING & BACKFILL INCLUDED) (AASHTO M330)	145	LF	\$ 95.00	\$ 13,775.00														
52	36-INCH POLYPROPYLENE DUAL WALL PIPE (TRENCHING, BEDDING & BACKFILL INCLUDED) (AASHTO M330)	895	LF	\$ 115.00	\$ 114,425.00														
53	36-INCH HEADWALL W/ 24-INCH ORIFICE STEEL PLATE	1	EA	\$ 9,000.00	\$ 9,000.00														
54	CONCRETE PLUG	4	EA	\$ 1,000.00	\$ 4,000.00														
55	6-INCH AWWA DIP, PRESSURE CLASS 350	32	LF	\$ 50.00	\$ 1,600.00														
56	6-INCH 45 DEGREE BEND	4	EA	\$ 350.00	\$ 1,400.00														
57	RESTRAINED JOINT 6" PIPE FITTING, 30IN"	10	EA	\$ 400.00	\$ 4,000.00														

Item Description	Current Contract Amount				Change Order No. 4 Amount				New Contract Amount			
	Qty	Unit	Unit Price	Amount	Qty	Unit	Unit Price	Amount	Qty	Unit	Unit Price	Amount
58 5-INCH GATE VALVE	1	EA	\$ 2,000.00	\$ 2,000.00					1	EA	\$ 2,000.00	\$ 2,000.00
59 5-INCH VALVE BOX	1	EA	\$ 1,500.00	\$ 1,500.00					1	EA	\$ 1,500.00	\$ 1,500.00
SUB-TOTAL FOR PART 3 PAVING & DRAINAGE BID =				\$ 2,152,467.75				\$ 909.40				\$ 2,153,577.15
PART 4: MOBILIZATION												
1 MOBILIZATION	1	LS	\$ 50,000.25	\$ 50,000.25					1	LS	\$ 50,000.25	\$ 50,000.25
SUB-TOTAL FOR PART 4 MOBILIZATION BID =				\$ 50,000.25				\$ -				\$ 50,000.25
PART 5: CHANGE ORDER NO. 1												
WORK CHANGE DIRECTIVE NO. 1 (16" SANITARY SEWER CONFLICT IN MAIN STREET)												
1 AGG. BEDDING & BACKFILL	100	TON	\$ 12.00	\$ 1,200.00					100	TON	\$ 12.00	\$ 1,200.00
2 UTILITY CREW - LABOR & EQUIPMENT	2	DAY	\$ 1,600.00	\$ 3,200.00					2	DAY	\$ 1,600.00	\$ 3,200.00
3 EXTEND TRAFFIC CONTROL	1	LS	\$ 425.00	\$ 425.00					1	LS	\$ 425.00	\$ 425.00
4 SAW CUT	1	LS	\$ -	\$ -					1	LS	\$ -	\$ -
5 PUMP AND SEWER LINE TO PROVIDE SEWER PUMP AROUND	1	LS	\$ 4,000.00	\$ 4,000.00					1	LS	\$ 4,000.00	\$ 4,000.00
6 BONDS			\$ 176.50	\$ 176.50							\$ 176.50	\$ 176.50
7 15% PROFIT AND OH			\$ 1,350.23	\$ 1,350.23							\$ 1,350.23	\$ 1,350.23
8 PAVEMENT REMOVAL AND REPLACEMENT (EXTENSION OF PART 2, ITEM 10 QUANTITIES)	106	SY	\$ 100.00	\$ 10,600.00					106	SY	\$ 100.00	\$ 10,600.00
SUB-TOTAL FOR PART 5 CHANGE ORDER NO. 1 =				\$ 20,951.73				\$ -				\$ 20,951.73

PART 6: CHANGE ORDER NO. 2												
WORK CHANGE DIRECTIVE NO. 2 (PVC SLEEVES TO ACCOMMODATE FUTURE PLACEMENT OF IRRIGATION AND POWER LINES UNDER STREETS)												
Item Description	Qty	Unit	Unit Price	Amount	Qty	Unit	Unit Price	Amount	Qty	Unit	Unit Price	Amount
1 TRENCH & BACKFILL COMPLETE IN PLACE	120	CY	\$ 20.00	\$ 2,400.00					120	CY	\$ 20.00	\$ 2,400.00
2 6" SCHEDULE 40 GRAY PVC	375	LF	\$ 11.00	\$ 4,125.00					375	LF	\$ 11.00	\$ 4,125.00
3 6" SCHEDULE 40 WHITE PVC	270	LF	\$ 9.00	\$ 2,430.00					270	LF	\$ 9.00	\$ 2,430.00
4 4" SCHEDULE 40 GRAY PVC	540	LF	\$ 8.00	\$ 4,320.00					540	LF	\$ 8.00	\$ 4,320.00
5 4" SCHEDULE 40 WHITE PVC	540	LF	\$ 7.00	\$ 3,780.00					540	LF	\$ 7.00	\$ 3,780.00
6 INCIDENTALS - CAPS/ 3/4" SLEEVE MARKERS	1	LS	\$ 375.00	\$ 375.00					1	LS	\$ 375.00	\$ 375.00
7 CONST. STAKING	2	HR	\$ 75.00	\$ 150.00					2	HR	\$ 75.00	\$ 150.00
8 BOND CHARGE	1	LS	\$ 352.00	\$ 352.00					1	LS	\$ 352.00	\$ 352.00
SUB-TOTAL FOR PART 6 CHANGE ORDER NO. 2 =				\$ 21,288.00				\$ -				\$ 21,288.00
WORK CHANGE DIRECTIVE NO. 3 (INSTALL PVC CONDUIT AND FOUR JUNCTION BOXES FOR PROVISION OF ELECTRICAL POWER TO THE AUTOMATIC WATER FILL VALVE AND FUTURE LANDSCAPE FEATURES)												
1 LABORER (3 EA @ 10 HRS PER DAY FOR 2 DAYS)	60	HR	\$ 25.00	\$ 1,500.00					60	HR	\$ 25.00	\$ 1,500.00
2 OPERATOR (1 EA FOR 10 HRS PER DAY FOR 2 DAYS)	20	HR	\$ 30.00	\$ 600.00					20	HR	\$ 30.00	\$ 600.00
3 EXCAVATOR/BACKHOE	20	HR	\$ 45.00	\$ 900.00					20	HR	\$ 45.00	\$ 900.00
4 10% PROFIT & OVERHEAD			\$ 300.00	\$ 300.00							\$ 300.00	\$ 300.00
5 BOND COST			\$ 66.00	\$ 66.00							\$ 66.00	\$ 66.00
SUB-TOTAL FOR PART 6 CHANGE ORDER NO. 2 =				\$ 21,288.00				\$ -				\$ 21,288.00

PART 7: CHANGE ORDER NO. 3												
EXCAVATE NEW ANCHOR TRENCH AND RELOCATE POND LINER & FABRIC INTO THE RESERVE AREA												
Item Description	Qty	Unit	Unit Price	Amount	Qty	Unit	Unit Price	Amount	Qty	Unit	Unit Price	Amount
1 RELOCATE POND LINER	1,300	LF	\$ 26.78	\$ 34,814.00					1,300	LF	\$ 26.78	\$ 34,814.00
2 EXCAVATION OF 1' COVER - EXCAVATE NEW ANCHOR TRENCH REGRADE / REPLACE 1' COVER / RESOD AS REQUIRED	1,300	LF	\$ 23.75	\$ 30,875.00					1,300	LF	\$ 23.75	\$ 30,875.00
3 5% PROFIT & OVERHEAD			\$ 3,284.45	\$ 3,284.45					0		\$ -	\$ -
4 BOND COST			\$ 1,379.47	\$ 1,379.47					0		\$ -	\$ -
SUB-TOTAL FOR PART 7 CHANGE ORDER NO. 3 =				\$ 70,352.92				\$ -				\$ 70,352.92

CITY OF SAND SPRINGS, OKLAHOMA
 River West Addition No. 3, Bid No. 1020
 July 25, 2016
 Change Order No. 4 - Final Reconciliatory

ITEM	DESCRIPTION	CREDIT
Work Change Directive No. 4	Alterations to striping and pavement markings along Main St. necessitated by the abandonment of existing streets and the reconnection of the new Alexander Blvd.	1
Change Order Request No. 6	Additional fill required at Pond C due to a grade bust in elevations.	1
Weather Delays	Contractor's claim for consideration of days in which weather conditions prevented significant field work from occurring (actual working days converted to calendar days by 7/5 multiplier).	130
Utility Delays	Time credit for delays caused by third-party utility relocations.	45
Punch List Completion	Time Credit allowed for completion of Punch-List Items	15
Contaminated Soils	Time credit for time awaiting ODEQ response regarding contaminated soils.	5
Additional Days Sod	Additional days to accommodate increased sod quantities	3
TOTAL DELAY DAYS CLAIMED:		200
ORIGINAL CONTRACT TIME:		190
CHANGE ORDERS TO DATE:		28
CURRENT CONTRACT TIME:		218
TOTAL DELAY DAYS CLAIMED (This Change Order):		200
NEW CONTRACT TIME:		418
TOTAL TIME CONSUMED (Notice to Proceed (8/25/14) to Substantial Completion (12/7/15)):		469
DAYS EXCEEDING CONTRACT TIME:		51

Per Section 3.3 of the Agreement dated August 11, 2014 between the City of Sand Springs ("Owner") and Dunham's Asphalt Services, Inc. the "Agreement", the parties agreed that liquidated damages would be assessed if the Work was not complete within the time specified in Sections 3.1 and 3.2 of the Agreement. The parties agree that liquidated damages in the amount of \$25,500 will be assessed due to delays in completing the work. Dunham's Asphalt Services, Inc. will deduct the amount of liquidated damages out of the monies that are due to Dunham's Asphalt Services, Inc. under the Agreement in the form of a credit on Owner's invoice. The liquidated damages set forth herein shall be Owner's sole and exclusive remedy for such delay.



CITY OF SAND SPRINGS

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

July 26, 2016

Mr. Eddie Dunham
Dunham Asphalt Services, Inc.
6213 South 103rd West Avenue
Sapulpa, OK 74067

**Re: River West Addition #3 (Bid No.1020)
Final Acceptance of Project**

Dear Mr. Dunham,

This letter will serve as notice that on July 25, 2016 the Sand Springs City Council voted to approve the Final Reconciliatory Change Order (CO No. 4) and accept the River West Addition No. 3 project, which has been constructed according to the approved plans and specifications.

You will recall that a Partial Acceptance of the infrastructure improvements (water, sanitary sewer, street, & storm sewer) constructed for this project was approved by the Sand Springs City Council on January 25, 2016. The City of Sand Springs will assume maintenance of these improvements upon expiration of the one-year maintenance bond whose term commenced to run upon said Partial Acceptance.

If additional information is required, please call Sand Springs City Hall at (918) 246-2500.

Mike Burdge, Mayor

ATTEST:

Janice Almy, City Clerk



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: July 25, 2016**

SUBJECT:

Final Acceptance- Bid No. 1028, Sand Springs Cultural and Historical Museum Exterior Rehabilitation

STAFF RECOMMENDATION:

Approval of final pay application to Voy Construction and acceptance of Bid No. 1028 as completed

BACKGROUND AND HISTORY:

Bid No. 1028 Sand Springs Cultural and Historical Museum Exterior Rehabilitation was awarded to Voy Construction, following reviews of their qualifications by selected architect team GH2. Work began under contract in July of 2015 and included major projects such as a new roof system; exterior building crack repairs; exterior building paint system; window frame repairs; parapet cap on roof line; removal and replacement of concrete entry stairs and railing; building entrance re-grade of stonework; rear-entry grading; curb; drainage system and more. No interior work was contemplated in this phase.

While the work took longer than expected, GH2 has worked with Voy and staff to review their work and complete the tasks identified in the contract. GH2 is now recommending the project as completed. The City's Parks, General Properties and Building Inspections departments have all reviewed the work and the building's current status and have no further concerns at this time.

A final pay deduction has been made through a negotiation regarding electrical wiring issues on the re-install of HVAC units performed by Voy and is reflected in the final pay application. The final pay application to Voy in the amount of \$12,369.00 is recommended to close out the project.

BUDGETARY IMPACT: None at this time

COMPILED BY: Gerondale

PRESENTED BY: Gerondale

ATTACHMENTS:

GH2 cover letter (July 20, 2016); Final pay application No. 6 to Voy Construction

July 20, 2016

Grant Gerondale
City of Sand Springs
1050 W. Wekiwa Road
Sand Springs, OK, 74063

**RE: Sand Springs Cultural and Historical Museum
Letter of Application and Certification for Final Payment**

Dear Grant,

In accordance with our discussions, the dollar amount on the final Application and Certification for Payment has been modified to reflect a two thousand dollar deduct in favor of the City of Sand Springs for HVAC repair charges incurred after Substantial Completion was issued on February 8, 2016.

Please do not hesitate to contact our office to discuss at any time.

Sincerely,
GH2 ARCHITECTS, LLC



Michael Hall, AIA, CCS
Principal

cc

Voy Construction

Chris Seat, AIA
Timothy Herzer
Mindy Gray

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 City of Sand Springs
 100 East Broadway Street
 Sand Springs, OK 74063
FROM CONTRACTOR:
 VOY Construction
 5126 East 38th Place
 Tulsa, OK 74135

PROJECT:
 Sand Springs Cultural and Historical Museum
 Exterior Rehabilitation
VIA ARCHITECT:

APPLICATION #: 6 - Final
PERIOD TO: 04/25/16
PROJECT NOS:
CONTRACT DATE: 07/27/15

Owner
 Const. Mgr
 Architect
 Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached

1. ORIGINAL CONTRACT SUM ----- \$ 284,563.00
2. Net change by Change Orders ----- \$ 817.00 ~~-2,917.00~~
3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 285,380 ~~-297,980.00~~
4. TOTAL COMPLETED & STORED TO DATES \$ 285,380 ~~-297,980.00~~
 (Column G on Continuation Sheet)
5. RETAINAGE:
 - a. of Completed Work \$ []
 - b. 10.0% of Stored Material \$ []
 (Column F on Continuation Sheet)
 Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet) ----- \$ 285,380 ~~-297,980.00~~
6. TOTAL EARNED LESS RETAINAGE ----- \$ 12,369.00 ~~14,369.00~~
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 4 less Line 5 Total) ----- \$ 273,011.00
8. CURRENT PAYMENT DUE ----- \$ 12,369.00 ~~14,369.00~~
 (Line 6 from prior Certificate)
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) ----- \$ []

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$2,817.00	- 2000.00
Total approved this Month	TOTALS \$2,817.00	- 2000.00
NET CHANGES by Change Order	- \$2,817.00	817.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:
 By: [Signature] Date: 4-26-16

State of: Oklahoma
 County of: Tulsa
 Subscribed and sworn to before me this 26 day of April 2016
 Notary Public: [Signature]
 My Commission expires: 12/25/19



CERTIFICATE FOR PAYMENT
 In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ 12,369.00
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
 By: [Signature] Date: 7/14/16
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
 PROJECT:
 Sand Springs Cultural and Historical Museum
 Exterior Rehabilitation

Page 2 of 2 Pages
 APPLICATION NUMBER: 6
 APPLICATION DATE: 04/25/16
 PERIOD TO: 25-Apr-16
 ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	H % (G/C)	I Balance To Finish (C - G)	Retainage
			From Previous Application (D + E)							
1	mobilization/bond	13,946.13	13,946.13				13,946.13	100%		
2	concrete, base bid	16,289.56	16,289.56				16,289.56	100%		
3	civil work	8,391.59	8,391.59				8,391.59	100%		
4	roof	95,639.46	95,639.46				95,639.46	100%		
5	HVAC	54,213.38	54,213.38				54,213.38	100%		
6	stucco	65,405.05	65,405.05				65,405.05	100%		
7	painting/bronze	17,893.83	17,893.83				17,893.83	100%		
8	Alt #2 Concrete Stair	8,890.00	8,890.00				8,890.00	100%		
9	Alt #3 Access Ladder	3,894.00	3,894.00				3,894.00	100%		
10	Change order 1	1,932.00	1,932.00				1,932.00	100%		
11	Change order 2	885.00	885.00				885.00	100%		
12	<i>CREDIT TO OWNER FOR HVAC</i>	<i>-2,000.00</i>	<i>-2,000.00</i>				<i>-2,000.00</i>	<i>100%</i>		
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SUBTOTALS PAGE 2			<i>285,380.00</i>	<i>285,380.00</i>			<i>285,380.00</i>			
		287,389.00		287,389.00			287,389.00	100%		

CLAIM OR INVOICE AFFIDAVIT

STATE OF Oklahoma)
COUNTY OF Tulsa) ss.

The undersigned (architect, contractor, supplier, engineer, or supervisory official), of lawful age, being first duly sworn, on oath says that this (invoice, claim or contract) is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the drawings, specifications, orders or requests furnished to the affiant. Affiant further states that (s)he has made no payment, nor given, or donated or agreed to pay, give, or donate, either directly or indirectly, to any elected official, officer, or employee of the State, County, or City, of money or any other thing of value to obtain payment or the award of this contract.

Paul Stewart Managing Member
Contractor or Supplier

Subscribed and sworn to before me this 26 day of April, 2016.

[Signature]
Notary Public. 

My Commission Expires: 12/28/19

[Signature]
Architect, Engineer or Other Official

Subscribed and sworn to before me this July day 19th, 2016.

Heather Lee Sumners
Notary Public

My Commission Expires: 3.16.20


HEATHER LEE SUMNERS
Notary Public
State of Oklahoma
Commission #12002593
Expires: March 16, 2020



**CITY OF SAND SPRINGS
COUNCIL/AUTHORITY STAFF REPORT
MEETING DATE: July 25, 2016**

SUBJECT:

SODEXO TRANSPORTATION AGREEMENT

STAFF RECOMMENDATION:

- A) Approval of the supplemental appropriation in the General Fund – Senior Citizens Department for an increase to the SODEXO Grant Revenue line item in the amount of \$8,820 and an increase to the Fund Balance in the amount of \$8,820.
- B) Approval of the agreement & authorization for Mayor to sign.

BACKGROUND AND HISTORY: We've participated with Sodexo (through OKDHS and INCOG Area on Aging) for years to deliver limited transportation in our community for Seniors desiring free transportation for shopping, recreational and nutritional needs. We deliver these services M-Friday and receive a small reimbursement from Sodexo to participate in this program.

The City of Sand Springs supplies a driver, 14 passenger bus, maintenance on the vehicle, fuel and accounting for the grant project to make this happen. The agreement changes last year's reimbursement amount downward from \$9,384.00 to \$8,820.00 annually for FY17.

EXECUTIVE SUMMARY: We believe this is a service we can continue at this time, and have anticipated continuing this grant program for Seniors for FY17.

BUGETARY IMPACT: A reimbursement amount of \$8,820.00 from Sodexo for participation in this transportation grant program.

COMPILED BY: Gerondale

APPROVED BY:

Attachments: Sodexo Transportation Agreement

10000 Pine Street, Toledo, OH 44115
Tel: (419) 476-4746 Fax: (419) 435-1299
www.crr.org/011

Dear Bob:

Dear Transportation Provider,

Donations are an integral part of the transportation program. As of the date of this letter, we have not received any donations for the current fiscal year. Therefore, we have not budgeted any donations in our 11th month, which lowers your monthly compensation.

In addition to no donations being budgeted, our transportation funding was decreased by approximately 20% as a result, funding has been decreased accordingly. Enclosed is the Transportation Contract for the remainder of the fiscal year.

Thank you and please find two copies in:

10000 Pine Street
Toledo, OH 44115
(419) 476-4746

Sincerely,



Linda Lynn
Project Director
(419) 335-4160 x209

cc: [redacted]

cc: [redacted]

TRANSPORTATION
SUBCONTRACT AGREEMENT

SODEXO OPERATIONS, LLC., through its SENIOR NUTRITION PROGRAM with its local office at 3602 East Pine Street, Tulsa, Oklahoma 74115 ("SNP"), and City of Sand Springs, 1050 W Wekiwa Rd, Sand Springs, Oklahoma 74063 ("Sand Springs") entered into the following agreement for the project year beginning July 1, 2016 and ending June 30, 2017.

WHEREAS, SNP has agreed to provide food services to Tulsa County's older Oklahomans; and

WHEREAS, the parties hereto desire to diminish the mobility problems of Older Oklahomans' residing in Tulsa County by supplementing existing transportation services, and to increase the accessibility to services for these older adults in the communities and surrounding areas in which they reside, the parties hereto agree as follows:

- I. Term. The term of this Agreement shall commence July 1, 2016, and shall continue in force and effect for a total of one (1) year, until June 30, 2017.

This Agreement is contingent upon, and subject to, continued approval of the Division of Aging of the Department of Human Services, and the funding of the grant agreement on aging, for the period before described, and such approval shall be given by either of both Parties hereto, shall be null and void if such approval is not approved, or if said Grants subsequently are either terminated or discontinued.

- II. Transportation Services. Sand Springs is hereby granted exclusive right and privilege during the term of this Agreement to provide quality transportation services to the older Oklahomans who reside in the town of Sand Springs and the surrounding area including areas outside the local incorporated town or city limits for the purpose of providing access to goods and services and to promote goals outlined in the Older Americans' Act as administered by the INCOG Area Agency on Aging and Sodexo Operations, LLC.

- A. The older Oklahomans' access to the Transportation Services shall include, but not be limited to: attendance at congregate nutrition sites.
- B. Sand Springs' transportation services shall be in operation a minimum of three (3) hours per day for at least five (5) days per week, Monday through Friday.
- C. Sand Springs shall operate the vehicle in such a manner as to maximize the available resources to include a minimum of 20(unduplicated) riders per month, and provide a minimum of 585 one-way passenger trips per month.

- F. License Fees. License fees now or hereafter imposed, levied upon or computed upon Sand Springs' activities shall be paid by Sand Springs.
4. Compensation to Sand Springs. For the Services provided herein, SNP shall reimburse Sand Springs in an amount equal to \$735.00 each month, not to exceed \$8,820.00 per year, if the minimum required Services are met. If the minimum required Services are not met, Sand Springs' monthly reimbursement shall be and amount equal to the average unit cost for the number of actual one-way trips completed.
5. Donations. All consumers shall be allowed the opportunity to contribute towards the cost of Transportation Services in a form of donation. All contributions received as a result of this Agreement for Services are the sole property of the Tulsa & Creek Counties Senior Nutrition Program to expand existing transportation services.
6. Termination. Either party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the following addresses:

City of Sand Springs
 Attention: Grant Gerondale
 Director Parks & Recreation
 1050 W Wekiwa Rd
 Sand Springs, Oklahoma 74063

Sodexo Operations, LLC.
 Attention: Ted Monk
 Senior Vice President
 10300 SW Greenburg St Ste 271
 Portland, OR 97223

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year written below.

CITY OF SAND SPRINGS

By: _____
 Name (printed): _____
 Title: _____

SODEXO OPERATIONS, LLC.

By: 

 Ted Monk
 Senior Vice President
 6-13-16

SODEXO Supplemental Appropriation- General Fund

Council will consider approval of the following Supplemental Appropriation in the General Fund as Follows:

Increase:	Revenue-	SODEXO Grant	\$8,820
Increase:	Ending Fund Balance		\$8,820

Staff recommends approval



**CITY OF SAND SPRINGS
COUNCIL/AUTHORITY STAFF REPORT
MEETING DATE: July 25, 2016**

SUBJECT:

SODEXO SITE AGREEMENT

STAFF RECOMMENDATION:

Approval of the agreement & authorization for Mayor to sign.

BACKGROUND AND HISTORY:

We've participated with Sodexo (through OKDHS and INCOG Area on Aging) for years to deliver Senior Nutritional programs at the Senior Citizens Center. We must provide building space to run the program as well as janitorial care and trash pickup.

EXECUTIVE SUMMARY:

We believe this is a service we can continue at this time, and have anticipated continuing this grant program for FY17. The program runs from July 1, 2016 through June 30, 2017.

BUGETARY IMPACT:

None outside of normal City Budget operations for the Seniors Center.

COMPILED BY: Gerondale

APPROVED BY:

Attachments: Sodexo Site Agreement

3602 East Pine Street, Tulsa, OK 74115
Tel: (918) 835-4160 -- Fax: (918) 835-1299
www.itcemp.com

June 2016

Dear Site Sponsor:

Enclosed is the Site Agreement for the upcoming 2017 fiscal year. Please sign and return two copies to:

Sodexo
Attn: Ronda Lynn
3602 E Pine St
Tulsa, OK 74115

Thank you,

Ronda Lynn

Ronda Lynn
Project Director
918-835-4160 x209

Managed by
sodexo^{*}

**SODEXO OPERATIONS, LLC.
SENIOR NUTRITION PROGRAM**

SITE AGREEMENT

SITE NAME: SAND SPRINGS SENIOR CITIZENS CENTER
LOCATION: 205 N. MCKINLEY
SAND SPRINGS, OK 74063

SODEXO OPERATIONS, LLC. through its Senior Nutrition Program ("SNP"), and the CITY of SAND SPRINGS (Site Sponsor) enter into the following agreement for the project year beginning July 1, 2016 and ending June 30, 2017.

SNP AGREES TO:

- 1) Provide a paid staff member a minimum of 30 hours per week to operate the Nutrition Program. Employment of new staff will be the responsibility of the Nutrition Program, however, input from the Site Sponsor shall be considered.
- 2) Provide sufficient training, supervision, and consultation to ensure that quality nutrition services are to be provided to participants.
- 3) Provide General Liability Insurance coverage for the time period and area occupied by the program.
- 4) Provide necessary supplies, equipment, and prepared meals to serve Congregate Meals and Home Delivery Meals daily Monday through Friday.
- 5) Facilitate Transportation, recreation and Senior Citizen Information programs to participants, within limits possible at the location.
- 6) Provide "light" janitorial duties such as sweeping and wiping down tables.

THE SITE SPONSOR AGREES TO:

- 1) Provide space at no cost to participants for service of Congregate and Home Delivery meals on weekdays, 52 weeks per year, with the exception of mutually agreed upon holidays.
- 2) Permit use of this space for a minimum of four hours each day the program operates.

- 3) Pay all utilities without recourse to nutrition participants or Tulsa and Creek Counties Senior Nutrition Program.
- 4) Provide general janitorial care of the building such as cleaning bathrooms, trash and trash pickup, and heavy floor cleanup and care.

IT IS MUTUALLY AGREED THAT:

- 1) This Agreement may be canceled by either party hereto, upon giving the other party at least thirty (30) days prior written notice. For purpose of said notices, addresses of all parties hereto are:

Sodexo Operations, LLC.
Tulsa Senior Nutrition Program
3602 East Pine Street
Tulsa, Oklahoma 74115

and Sodexo Operations, LLC.
Attn: Ted Monk
Senior Vice President
10300 SW Greenburg Rd Ste 271
Portland, OR 97223

City of Sand Springs
Attn: Mike Burdge
PO Box 338
Sand Springs, OK 74063

- 2) Implementation of this Agreement is dependent on mutual availability of funding.
- 3) All equipment purchased by the program for use at the facility remains the property of SNP.
- 4) This Agreement is contingent upon, and subject to, continuous approval by the Division of Aging of the Department of Human Services, and the INCOG Area Agency on Aging, for the period before described, and even though executed by either of both Parties hereto, shall be null and void if said Grant is not approved, or, if said Grant is subsequently modified, altered or discontinued.

SODEXO OPERATIONS, LLC.

By: _____

Ted Monk
Senior Vice President

6-13-16

SITE SPONSOR

By: _____

Mike Burdge
Mayor
PO Box 338
Sand Springs, OK 74063



**CITY OF SAND SPRINGS
COUNCIL/AUTHORITY STAFF REPORT**

MEETING DATE: 07/25/2016

SUBJECT:

Release of Utility Easement in the Southeast Quarter of the Northwest Quarter of Section 8, Township 19 North, Range 12 East of the I.B.M, Tulsa County (5808 W. 12th Street, Tulsa, OK).

BACKGROUND AND HISTORY:

The City of Tulsa continues to acquire property for the proposed Gilcrease Expressway expansion; the attached lawsuit was filed by Tulsa to acquire property owned by the Bridges Family Trust. The City of Sand Springs is named as a party because of an existing easement interest the City has in that area as a result of water lines inherited from the Sand Springs Water Company in 1950. I have confirmed with Cody Blair and Vernon Smith that the City no longer has any active utility in the area and that the water line that was previously in the easement was abandoned years ago. The City of Tulsa serves all water customers in the area.

BUGETARY IMPACT:

None

STAFF RECOMMENDATION:

Approval of the City release, waiver or conveyance of any easement interest it may have in the Gilcrease Expressway corridor.

COMPILED BY: David L. Weatherford – City Attorney

APPROVED BY: Elizabeth A. Gray, City Manager

ATTACHMENTS:

Assignment of Easements from 1950; City of Tulsa Condemnation petition

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
STATE OF OKLAHOMA

DISTRICT COURT
FILED

JUL - 8 2016

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

CITY OF TULSA, OKLAHOMA,
a municipal corporation,

Plaintiff/Condemnor,

vs.

CJ-2016-02469
Case No.

Judge

DANA LYNN KUEHN

**Larry BRIDGES and Martha Bridges, Trustees of The
Bridges Family Revocable Trust Dated August 15, 2000;
City of Sand Springs, a municipal corporation;
Tulsa County Drainage District No. 12;
Oklahoma Natural Gas Company, a corporation;
ONEOK, Inc., an Oklahoma corporation;
ONEOK Gas Transportation, L.L.C., an Oklahoma
limited liability company; Cherokee Pipe Line Company,
a Delaware corporation; Continental Pipe Line
Company, a Delaware corporation;
APCO Pipe Line, Inc., a Kansas corporation;
L & H Land Development Corporation;
Total Pipeline corporation, a Michigan corporation;
Conoco Pipe Line Company, a Delaware corporation;
Charles P. Buthod and Beulah E. Buthod, husband and
wife; Board of County Commissioners of Tulsa County;
Dennis Semler, Tulsa County Treasurer,**

Defendants/Landowners

PETITION

COMES NOW the Plaintiff/Condemnor and for its cause of action against the Defendants
alleges and states as follows:

1. Plaintiff/Condemnor is a municipal corporation organized and existing under and by
virtue of the Constitution and statutes of the State of Oklahoma under a charter form of government
and is authorized by its charter and the statutes of the State of Oklahoma to acquire, take,
appropriate, and condemn private property for public purposes whenever such may become
necessary for public convenience and use;

2. It is necessary for the public health, safety, and convenience for the City of Tulsa to acquire the following-described property and, by resolution adopted, a copy of which is attached hereto and marked "Exhibit A," the Mayor and the City Council of the City of Tulsa legally determined and declared the public necessity of taking, appropriating, condemning, and acquiring a Permanent Right-of-Way in Fee Simple in the following-described real property in Tulsa County, Oklahoma, to-wit:

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 NW/4) OF SECTION EIGHT (8), TOWNSHIP NINETEEN (19) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 748 FEET SOUTH AND 820 FEET EAST OF THE NORTHWEST CORNER OF SAID SE/4 OF THE NW/4; THENCE NORTH 89°32'37" EAST FOR 200.00 FEET; THENCE SOUTH 01°01'32" EAST FOR 145.00 FEET; THENCE NORTH 89°32'37" EAST FOR 248.26 FEET; SOUTH 07°44'16" WEST FOR 201.12 FEET; THENCE SOUTH 34°57'58" WEST FOR 152.14 FEET; THENCE SOUTH 01°50'12" EAST FOR 109.59 FEET TO THE SOUTHERLY LINE OF SAID SE/4 OF THE NW/4; THENCE SOUTH 89°30'53" WEST ALONG SAID SOUTHERLY LINE FOR 329.76 FEET; THENCE NORTH 01°01'32" WEST FOR 577.80 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.
CONTAINING 197,490 SQUARE FEET OR 4.534 ACRES, MORE OR LESS.

3. Larry BRIDGES and Martha Bridges, Trustees of The Bridges Family Revocable Trust Dated August 15, 2000 are fee simple owners of the subject property by virtue of a general warranty deed dated June 14, 1994 and recorded at Book 5633, Page 840 in the office of the Tulsa County Clerk, and a quit claim deed dated August 15, 2000 and recorded at Book 6406, Page 2402 in the office of the Tulsa County Clerk, and a memorandum of trust dated August 15, 2000 and recorded at Book 6406, Page 2401 in the office of the Tulsa County Clerk;

4. City of Sand Springs, a municipal corporation, may claim some right, title or interest in the subject property by virtue of easements and rights-of-way as set forth in an assignment of

easements and rights-of-way dated March 8, 1950 and recorded at Book 2094, Page 291 in the office of the Tulsa County Clerk;

5. Tulsa County Drainage District No. 12 may claim some right, title or interest in the subject property by virtue of an easement for levee dated June 18, 1936 and recorded at Book 1279, Page 8 in the office of the Tulsa County Clerk, and an easement and right-of-way dated November 18, 1943 and recorded at Book 1579, Page 448 in the office of the Tulsa County Clerk;

6. Oklahoma Natural Gas Company, a corporation, ONEOK, Inc., an Oklahoma corporation and ONEOK Gas Transportation, L.L.C., an Oklahoma limited liability company, may claim some right, title or interest in the subject property by virtue of a right-of-way agreement dated September 30, 1942 and recorded at Book 1514, Page 612 in the office of the Tulsa County Clerk, and by assignment and assumption of easements dated July 6, 1999 and recorded Book 6243, Page 1020 in the office of the Tulsa County Clerk;

7. Cherokee Pipe Line Company, a Delaware corporation, Continental Pipe Line Company, a Delaware corporation, APCO Pipe Line, Inc., a Kansas corporation, L & H Land Development Corporation, Total Pipeline corporation, a Michigan corporation, Conoco Pipe Line Company, a Delaware corporation, and Charles P. Buthod and Beulah E. Buthod, husband and wife, may claim some right, title or interest in the subject property by virtue of a right of way agreement dated February 1, 1958 and recorded at Book 2863, Page 283 in the office of the Tulsa County Clerk; and by conveyance and assignment dated April 1, 1975 and recorded at Book 4160, Page 14 in the office of the Tulsa County Clerk; and by a right of way agreement dated May 21, 1970 and recorded at Book 3944, Page 1775 in the office of the Tulsa County Clerk; and by a partial release of right-of-way dated May 21, 1970 and recorded at Book 3944, Page 1779 and 1783 in the office of the Tulsa County Clerk; and by an assignment dated May 1, 1996 and recorded at Book 5872, Page 1648 in the

office of the Tulsa County Clerk; and by an agreement dated April 11, 1958 and recorded at Book 2863, Page 285 in the office of the Tulsa County Clerk;

8. The Board of County Commissioners of Tulsa County and Dennis Semler, County Treasurer of Tulsa County, Oklahoma, may claim some interest against said property for ad valorem taxes and personal property taxes due upon said property, and under the laws of the State of Oklahoma the County Treasurer is the collector of all State, County, and school district ad valorem taxes, and is made a party to this proceeding in order that any liens upon said land for ad valorem or personal property taxes may be asserted and determined, so that the interest obtained by Plaintiff/Condemnor be free and clear;

9. Plaintiff/Condemnor has endeavored to purchase and acquire said real estate from said Defendant/Landowners and has offered to pay the fair market value thereof, but has been unable to acquire said real estate.

WHEREFORE, Plaintiff/Condemnor prays an order of this Court appointing three disinterested freeholders as commissioners to inspect the real property hereinbefore described and to consider the injury which the owner of said land will sustain by reason of the taking and appropriating of said land by Plaintiff/Condemnor, and that upon the payment of such damages as may be awarded, Plaintiff/Condemnor be thereupon granted said Permanent Right-of-Way in Fee Simple on the above-described property, and be authorized to enter upon said land to take, appropriate, and use said property for the public purposes hereinbefore set forth.

CITY OF TULSA, OKLAHOMA
a municipal corporation

David E. O'Meilia,
City Attorney

By 

Mark Swiney, OBA # 11540
Senior Assistant City Attorney
175 East Second Street, Suite 685
Tulsa, Oklahoma 74103-3827
(918) 596-7717
(918) 596-9700 facsimile

(Published in the Tulsa World,

May 10, 2016)

Resolution No. 19722

RESOLUTION

A RESOLUTION DECLARING THE PUBLIC NECESSITY FOR THE TAKING, APPROPRIATION, AND CONDEMNATION OF CERTAIN TRACTS OF LAND IN TULSA COUNTY, STATE OF OKLAHOMA, FOR THE GILCREASE EXPRESSWAY, 966120 PROJECT, IN CONNECTION WITH THE CONSTRUCTION OF ADDITIONS AND EXTENSIONS TO THE CITY OF TULSA AND AUTHORIZING AND DIRECTING PROPER OFFICIALS OF THE CITY OF TULSA TO INSTITUTE PROCEEDINGS TO CONDEMN SAID LANDS.

WHEREAS, there has been created a construction project designated as **Project No. 966120, GILCREASE EXPRESSWAY PROJECT**. WHEREAS, employees and agents of the City of Tulsa have been unable to acquire certain tracts of land necessary for the construction of the **GILCREASE EXPRESSWAY PROJECT**, at its fair market value; and

WHEREAS, the public health, safety and welfare necessitate that the **GILCREASE EXPRESSWAY PROJECT**, be constructed as an extension and improvement to the City of Tulsa.

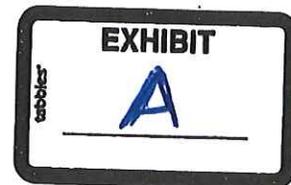
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TULSA, OKLAHOMA AS FOLLOWS:

Section 1. It is hereby declared to be necessary for the public health, safety and convenience of the City of Tulsa to acquire each and all of the following rights, title and interests: (1) fee simple acquisition, over, across, through and under the property, (2) the right to excavate, dredge, cut away and remove, excavated material from the property, (3) title to any excavated materials, and (4) the right to place or relocate dredged or excavated material, all on lands situated in the County of Tulsa, State of Oklahoma, which are more particularly identified as follows:

**OWNER: BRIDGES FAMILY TRUST
LARRY AND MARTHA BRIDGES, TRUSTEES
PO BOX 44
MANNFORD, OKLAHOM 74044**

**PROPERTY: 5808 W. 12TH STREET
TULSA, OKLAHOMA**

SEE EXHIBIT "A" as to nature and description of taking



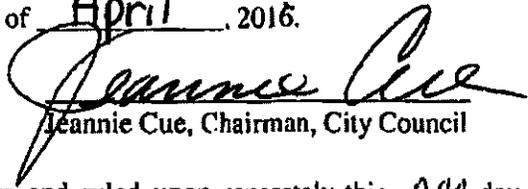
4G

in order to provide a fee simple acquisition on which to construct the **GILCREASE EXPRESSWAY PROJECT**, for the use of the inhabitants of the City of Tulsa, Project No. **966120**, **GILCREASE EXPRESSWAY PROJECT**, together with the right of ingress and egress to and from the property, for the purpose of installing, constructing, erecting, maintaining, relaying, and reconstructing of the, **GILCREASE EXPRESSWAY PROJECT**.

Section 2. It is hereby found and determined that these rights, title and interests cannot be acquired by negotiation or purchase at their fair market value and for that reason, upon the recommendation of the Mayor and City Council, the City Attorney of the City of Tulsa is authorized and directed to institute the necessary legal proceedings to acquire the rights, title and interests identified in Section 1 of this Resolution, by the exercise of the power of eminent domain, and to take such further action as may be convenient or necessary to acquire the identified property interests.

Section 3. That an emergency is hereby declared to exist for the preservation of the public peace, health and safety, by reason whereof this Resolution shall be in full force and effect immediately from and after its adoption by the Council and approval by the Mayor.

ADOPTED by the Council this 28th day of April, 2016.


Jeannie Cue, Chairman, City Council

ADOPTED with the emergency measure and ruled upon separately this N/A day of _____, 2016.

N/A
Jeannie Cue, Chairman, City Council

OFFICE OF THE MAYOR

Received by the Mayor this _____ day of _____, 2016, at _____ o'clock, _____ m.

Dewey F. Bartlett, Jr., Mayor

By: Secretary

APPROVED by the Mayor of the City of Tulsa, Oklahoma, this MAY 02 2016 day of _____, 2016, at _____ o'clock, _____ m.

Dewey F. Bartlett, Jr.

Dewey F. Bartlett, Jr., Mayor



[Signature]

City Clerk

APPROVED:

[Signature] *MOS*

City Attorney

PARCEL NO. 301

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 NW/4) OF SECTION EIGHT (8), TOWNSHIP NINETEEN (19) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 748 FEET SOUTH AND 820 FEET EAST OF THE NORTHWEST CORNER OF SAID SE/4 OF THE NW/4; THENCE NORTH 89°32'37" EAST FOR 200.00 FEET; THENCE SOUTH 01°01'32" EAST FOR 145.00 FEET; THENCE NORTH 89°32'37" EAST FOR 248.26 FEET; SOUTH 07°44'16" WEST FOR 201.12 FEET; THENCE SOUTH 34°57'58" WEST FOR 152.14 FEET; THENCE SOUTH 01°50'12" EAST FOR 109.59 FEET TO THE SOUTHERLY LINE OF SAID SE/4 OF THE NW/4; THENCE SOUTH 89°30'53" WEST ALONG SAID SOUTHERLY LINE FOR 329.76 FEET; THENCE NORTH 01°01'32" WEST FOR 577.80 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

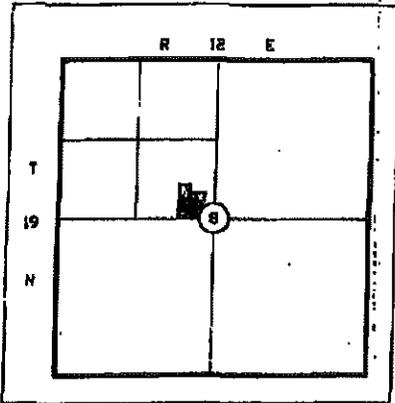
CONTAINING 197,490 SQUARE FEET OR 4.534 ACRES, MORE OR LESS.

REAL PROPERTY CERTIFICATION

I, DEAN ROBINSON, OF SISEMORE WEISZ & ASSOCIATES, INC. A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS AND IS A TRUE REPRESENTATION OF THE REAL PROPERTY AS DESCRIBED.

5-18-06
DATE





PROJECT NO. 966120

COUNTY: TULSA
PLOTTED: 05/04/06

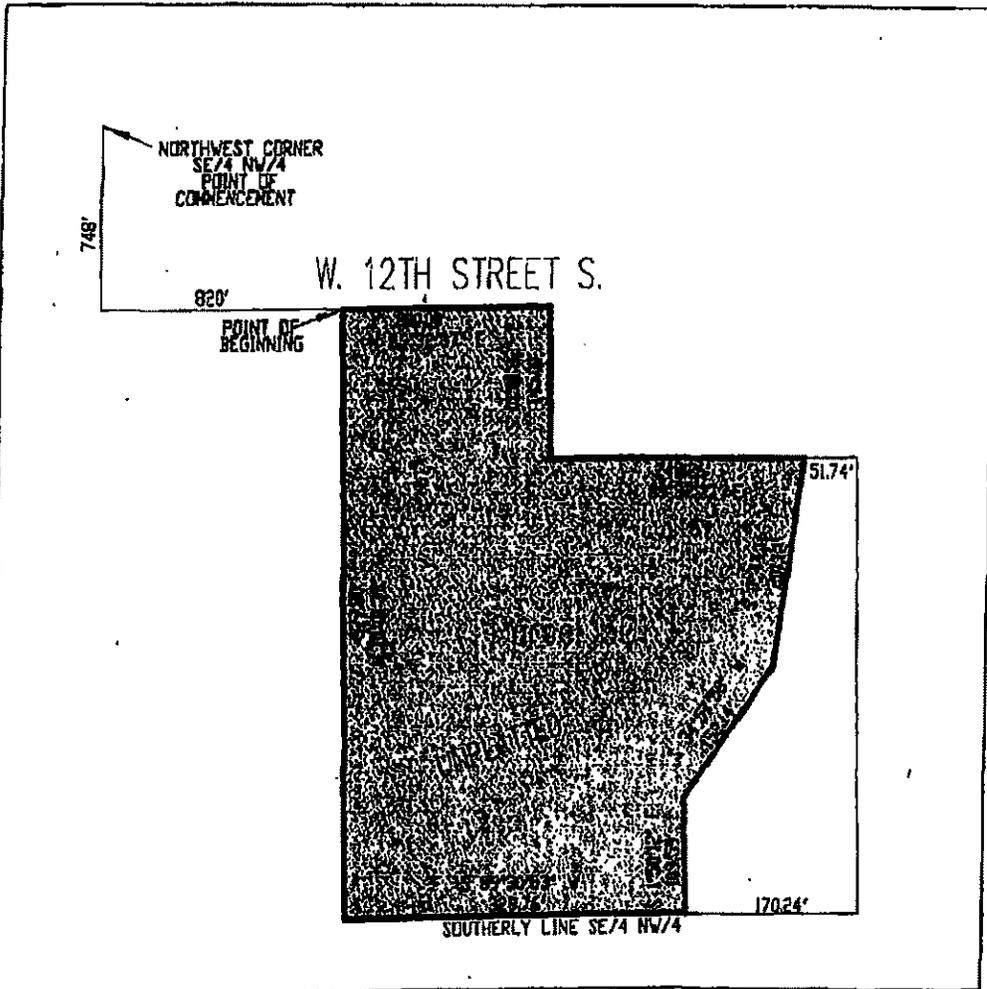
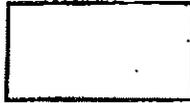
PARCEL NO. 301

BEFORE GROSS	245324 SF.	5.632 ACRES
PERMANENT R/W	197,490 SF.	4.534 ACRES
PERPETUAL EAS.	SF.	ACRES
TEMP. R/W (CONST.)	SF.	ACRES

LEGAL DESCRIPTION

BEG 820 E & 748 S NW/4 OR SE/4 NW/4
E200 S145 E300 S427 V 500 N572
SECTION 8, T19N, R12E

REVISIONS



APPRAISAL FORM 104 (REV. 2-99)

SCALE 1" = 150'

EXHIBIT "A"

ASSIGNMENT OF EASEMENTS AND
RIGHTS-OF-WAY GRANTS

17453

BOOK 2094 PAGE 291

THIS ASSIGNMENT made this March 8th 1960, by and between SAND SPRINGS WATER COMPANY, a corporation, hereinafter referred to as "Assignor", and the CITY OF SAND SPRINGS, a municipal corporation, Tulsa County, Oklahoma, hereinafter referred to as "Assignee", is to the following effect:

WHEREAS, Assignor has, coincident with the execution and delivery of this instrument sold, and transferred unto Assignee certain of its physical properties used and useful in the impounding, transmission and distribution of water, and as a part of the consideration for such sale Assignor agreed to assign and does hereby assign unto Assignee the easements and rights-of-way grants hereinafter specified, to-wit:

The following are located in Township 19 North, Range 11 East, Tulsa County, Oklahoma:

That pipe line right-of-way agreement executed by Sand Springs Home, a corporation, to Oklahoma Power & Water Company, dated November 21, 1936, covering certain lands in Lot 6, Fractional Section 3, the above township and range, Tulsa County, recorded in Book 1172, Page 63, of the records of Tulsa County, Oklahoma, such right-of-way grant now being owned and held by Assignor.

That grant of easement or right-of-way executed April 13, 1922, between Commissioners of the Land Office of the State of Oklahoma unto Charles Page, covering "rights of ingress and egress in, on, along and through the bed of the Arkansas River, on the left or north bank between the meander line and the low water line, beginning at the west side of Section 6, of the above township and range, thence along the left bank of Arkansas River in a southeasterly direction to the east line of Section 11 of the above township and range, Tulsa County, Oklahoma, duly recorded in Book 395, at Page 546, and now owned by Assignor.

That resolution adopted by the Board of Commissioners of Tulsa County, Oklahoma, June 2, 1926, whereby Sand Springs Home, an Oklahoma corporation, engaged in the business of supplying water for domestic and commercial uses in the vicinity of the City of Tulsa and in the vicinity of the City of Sand Springs, granting the right and authority "to lay its water mains and all other necessary equipment for water purposes in the streets, alleys, public highways and rights-of-way and all public places in the district lying between the west boundary of the City of Tulsa and the east boundary of the City of Sand Springs and extending from the Arkansas River north to such places as there may be consumers for such water", which resolution was duly filed for record in the public records of Tulsa County, Oklahoma, and is now owned by Assignor.

The following are located in Township 19 North, Range 12
East, Tulsa County, Oklahoma:

That right-of-way agreement executed by Alma Water on or about June 30, 1947, to Sand Springs Water Company, covering Tract 27 in Billington Acres Resubdivision located in Section 7 of the above township and range, duly filed for record in Book 1913, at Page 23, which right-of-way is now owned by Assignor.

That right-of-way agreement executed on or about May 11, 1948, by A. L. Duck and wife to Sand Springs Water Company, covering a portion of Tract 48, Lot 7, Billington Acres Tract in Section 7 of the township and range above mentioned, which is duly filed for record in Book 1913, at Page 22, and is now owned by Assignor.

That right-of-way agreement executed by D. L. Gilstrap and wife and A. J. Brown to Sand Springs Water Company on or about May 8, 1948, covering a portion of Tract 27, Lot 6, Billington Acres Tract located in Section 7 of the township and range above mentioned, which is duly filed for record in Book 1913, at Page 21, and which right-of-way is now owned by Assignor.

A right-of-way agreement executed by Ben M. Cook and wife to Sand Springs Water Company on or about April 26, 1948, covering tract 20, Lot 6, Billington Acres Tracts in Section 7 of the township and range above mentioned, which was duly filed for record in Book _____, at Page _____, and which right-of-way is now owned by Assignor.

That right-of-way agreement executed by Brooks Packing Company, a corporation, to Sand Springs Water Company on or about April 27, 1948, covering Lots 18 to 25, inclusive, and the E $\frac{1}{2}$ of Lot 26, of Block 6, Lake Subdivision in Section 7 of the township and range above mentioned, which was duly filed for record in Book 1913, at Page 20, and which is now owned by Assignor.

That right-of-way agreement executed by Elzie B. Barnett to Sand Springs Water Company on or about March 10, 1948, covering parts of Lots 216, 217 and 218, of Block H, Billington Acres Resubdivision located in Section 7 of the township and range above mentioned, which was duly filed for record in Book _____, at Page _____, and is now owned by Assignor.

That right-of-way agreement executed by John W. Cheary and wife to Sand Springs Water Company on or about March 16, 1948, covering a part of Lot 211, in Block H, Billington Acres Resubdivision in Section 7 of the township and range above mentioned, which was duly recorded in Book _____, at Page _____, and is now owned by Assignor.

That right-of-way agreement executed by Perna Maxwell, a widow, to Sand Springs Water Company on or about March 10, 1948, covering Lots 218 and 219, Block H, Billington Acres Resubdivision of Section 7 in the township and range above mentioned, duly filed for record in Book _____, at Page _____, and which is now owned by Assignor.

That right-of-way agreement executed by Earl C. Russell and wife to Sand Springs Water Company on or about March 10, 1948, covering Tracts 17, 18 and 21, of Lot 6, in

Billington Acres Resubdivision of Section 7 of the above township and range, which was duly filed for record in Book 1913, at Page 24, and which is now owned by Assignor.

BOOK 2094 PAGE 293

That right-of-way agreement executed by R. G. Cook and wife to Sand Springs Water Company on or about March 10, 1948, covering Tract 19, Lot 6, Billington Acres Resubdivision of Section 7 of the township and range above mentioned, which was duly filed for record in Book _____, at Page _____, and which is now owned by Assignor.

That right-of-way agreement executed by A. W. Mayfield and wife to Sand Springs Water Company on or about March 10, 1948, covering Tract 28, Billington Acres Resubdivision of Section 7 of the township and range above mentioned, which was duly filed for record in Book 1913, at Page 19, and which is now owned by Assignor.

That right-of-way agreement executed by Harry A. Foley and wife on or about May 10, 1948, covering a part of Tract 23, Lot 6, Billington Acre Tracts, of Section 7 of the township and range above mentioned, which was duly filed for record in Book 1913, at Page 18, and which is now owned by Assignor.

That right-of-way agreement executed by Sallie Hudson, a widow, to Sand Springs Water Company on or about May 10, 1948, covering a part of Tract 17, Lot 6, Billington Acre Tracts, of Section 7 of the township and range above mentioned, which was duly filed for record in Book 1913, at Page 17, and which is now owned by Assignor.

That right-of-way agreement executed by Louisa Bosen to Oklahoma Power & Water Company, its successors and assigns, on or about August 10, 1937, covering the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 7, of the township and range above mentioned, which was filed for record in Book 1245, at Page 173, and which is now owned by Assignor.

That pipe line right-of-way agreement executed by Tulsa Stockyards, a corporation, to Oklahoma Power & Water Company, a corporation, on or about May 26, 1938, covering the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and that portion of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ portion lying south and east of Public Highway No. 64, of Section 7 of the township and range above mentioned, which was duly recorded in Book 1191, at page 558, and which is now owned by Assignor.

That pipe line right-of-way agreement executed by Louisa Bosen to Oklahoma Power & Water Company on or about April 3, 1936, covering the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 7 of the township and range above mentioned, which was duly recorded in Book 1186, at Page 115, and which is now owned by Assignor.

That letter agreement between Claude Tingley and Oklahoma Power & Water Company relating to tap service for Tulsa Cotton Oil Company near Tulsa stockyards, dated November 1, 1935, and accepted by Mr. Tingley November 4, 1935.

That right-of-way agreement executed by Harry Cargill and wife to Sand Springs Home, a corporation, on or about April 29, 1922, covering Lot No. 204, Block H, Revised Plat, Billington's Acre Resubdivision of Section 7 of the township and range above mentioned, which was duly filed for record

in Book 1059, at Page 276, and which is now owned by Assignor.

That right-of-way grant executed by R. G. Cook and wife to Sand Springs Home, a corporation, on or about April 10, 1922, covering Tracts 18 and 19, of Block 6, in Billington Acre Tracts of Section 7 of the township and range above mentioned, which was duly recorded in Book 397, at Page _____, and which is now owned by Assignor.

That right-of-way grant executed by George Carr and wife to Sand Springs Home, a corporation, on or about April 10, 1922, covering Tract 21, Block 6, in Billington Acre Tracts of Section 7 of the township and range above mentioned, which was duly recorded in Book 398, at Page 46, and which is now owned by Assignor.

That right-of-way grant executed by Margaret Carr and husband to Sand Springs Home, a corporation, on or about April 10, 1922, covering Tract No. 30 of Lot 6, in Billington Acre Tracts of Section 7, of the township and range above mentioned, which was duly recorded in Book 397, at Page 586, and which is now owned by Assignor.

That right-of-way grant executed by Spence Hayme, by George Carr, agent, to Sand Springs Home, a corporation, April 10, 1922, covering Tract 17 of Lot 6, in Billington Acre Tracts, Section 7, of the township and range above mentioned, which was duly recorded in Book 398, at Page 46, and which is now owned by Assignor.

That right-of-way grant executed by J. S. Mater and wife to Sand Springs Home, a corporation, April 10, 1922, covering Tract 27 of Lot 6, in Billington Acre Tracts of Section 7 of the township and range above mentioned, which was duly recorded in Book 595, at Page 548, and which is now owned by Assignor.

That right-of-way grant executed by Earl W. Mead and wife to Sand Springs Home, a corporation, on or about April 19, 1922, covering Tracts No. 28 and 29 of Lot 6, in Billington Acre Tracts, Section 7, of the township and range above mentioned, which was duly recorded in Book 395, at Page 547, and which is now owned by Assignor.

That right-of-way grant executed by Mrs. Mae Cook and husband to Sand Springs Home, a corporation, April 10, 1922, covering Tract 20 of Lot 6, in Billington's Acre Tracts of Section 7, of the township and range above mentioned, which was duly recorded in Book 398, at Page _____, and which is now owned by Assignor.

That right-of-way pipe line grant executed by Robert Rogers and Fency Rogers, his wife, to Sand Springs Home, a corporation, on May 12, 1922, duly approved by the Superintendent for the Five Civilized Tribes on March 27, 1922, covering a 20 foot strip of land, more particularly described in such instrument, located in the $S\frac{1}{2}$ of the $NE\frac{1}{4}$ and South 37 and $1/2$ acres of $NW\frac{1}{4}$ of $NE\frac{1}{4}$ and Lots 3 and 4 of Section 9, Township 19 North, Range 11 East, which was duly recorded in Book 583, at Page 313, and which is now owned by Assignor.

That water line right-of-way agreement executed by R. W. Godfrey to Oklahoma Power & Water Company on April 2, 1934, covering Lot 7, Block 3, Halls 1st Addition to the City of Sand Springs, which was duly recorded in Book 1096, at Page 138, and which is now owned by Assignor.

BOOK 2094 PAGE 295

That right-of-way grant executed by Charles Page to Sand Springs Home, a corporation, on or about March 10, 1923, covering a strip of land 20 feet wide, more particularly described therein, located in the SE $\frac{1}{4}$ of Section 11, Township 19 North, Range 11 East, which was duly recorded in Book 512, at Page 633, and which is now owned by Assignor.

That license executed by State Highway Commission of the State of Oklahoma to Oklahoma Power & Water Company July 16, 1937, covering the right to lay two 4 inch steel water pipes across U. S. Highway 64, State Highway 33 and State Highway 51 (combined), approximately 267 feet East of the quarter corners of Sections 11 and 14, Township 19 North, Range 11 East, to which is attached a map more particularly describing the location thereof, which does not show to have been recorded but is referred to under License No. 68, Tulsa County, and which is now owned by Assignor.

That right-of-way grant executed by Pierce Petroleum Corporation to Sand Springs Home, a corporation, executed about May 10, 1924, covering a strip of land more particularly described therein in the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 12, Township 19 North, Range 11 East, which was duly recorded in Book 512, at Page 634, and which is now owned by Assignor.

That right-of-way grant executed by Charles Page to Sand Springs Home March 10, 1923, covering a strip of land 20 feet wide, more particularly described therein, in the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 12, Township 19 North, Range 11 East, which was duly recorded in Book 512, at Page 634 and which is now owned by Assignor.

That right-of-way grant executed by Charles Page to Sand Springs Home, a corporation, on or about March 10, 1923, covering a strip of land 20 feet wide, more particularly described therein, in the NW $\frac{1}{4}$ of Section 14, Township 19 North, Range 11 East, which was duly recorded in Book 512, at Page 632, and which is now owned by Assignor.

That pipe line right-of-way agreement executed by Southwest Box Company, a corporation, to Oklahoma Power & Water Company, dated July 9, 1930, in the NW $\frac{1}{4}$ of Section 14, Township 19 North, Range 11 East, which was duly recorded in Book 938, at Page 284, and which is now owned by Assignor.

That pipe line license agreement executed by Sand Springs Townsite Company to Sand Springs Water Company under date of August 23, 1947, covering Lots 17, 18, 19, 20, 6, 5, 4, 3 and 2, in Block 6, Lots 6, 5, 4, 3 and 2 in Block 1, Lake Subdivision, Tulsa County, as more particularly described therein, which was filed for record in Book _____, at Page _____, and which is now owned by Assignor.

That right-of-way grant executed by Claude F. Tingley to Sand Springs Home, a corporation, about April 29, 1924,

covering a strip of land 20 feet wide, through Lots 3 and 4, and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 7, Township 19 North, Range 12 East, which was duly recorded in Book 510, at Page 340, and which is now owned by Assignor; except that portion thereof which may hereafter be assigned to the City of Tulsa, it being understood that the City of Sand Springs and the City of Tulsa shall agree with respect to the division thereof.

BOOK 2034 PAGE 200

That right-of-way grant executed by Charles Page to Sand Springs Home, a corporation, on March 10, 1923, covering a strip of land 20 feet wide across certain lots in Block 8, in Lake Subdivision, in Section 7, Township 19 North, Range 12 East, as more particularly described therein, which was duly recorded in Book 510, at Page 402, and which is now owned by Assignor.

That right-of-way grant executed by Charles Page to Sand Springs Home, a corporation, dated April 26, 1924, covering a strip of land 20 feet wide in the NW $\frac{1}{4}$ of Section 9, Township 19 North, Range 11 East, as more particularly described therein, which was duly recorded in Book 512, at Page 630 and which is now owned by Assignor.

That right-of-way agreement, included in a water sales contract, executed by Tulsa Rolling Mills Company to Oklahoma Power & Water Company on June 7, 1929, which has not been recorded, covering the premises of Tulsa Rolling Mills Company adjacent to U. S. Highway 64 near the southwest limits of the City of Sand Springs, Oklahoma, which is now owned by Assignor.

That easement executed by Sand Springs Home, a corporation, to Oklahoma Power & Water Company, its successors and assigns, dated March 18, 1929, beginning at the NE corner of Section 15, Township 19 North, Range 11 East, and continuing as more particularly described therein, which was duly recorded in Book 887, at Page 155, and which is now owned by Assignor.

Those two rights-of-way grants, one executed by Charles Page and one executed by Sand Springs Home, one recorded in Book 512, at Page 631, and one recorded in Book 669, at Page 635, covering the NW $\frac{1}{4}$ of Section 15, Township 19 North, Range 11 East, as more particularly described therein, and which are now owned by Assignor.

That right-of-way grant executed by Charles Page to Sand Springs Home, a corporation, on March 10, 1923, covering a strip of land 16 $\frac{1}{2}$ feet wide across Section 15, Township 19 North, Range 11 East, as more particularly described therein; and across the SE $\frac{1}{4}$ of Section 10, Township 19 North, Range 11 East, as more particularly described therein, which was duly recorded in Book 512, at Page 631, and which is now owned by Assignor.

That right-of-way grant executed by A. F. Antle to Sand Springs Home, a corporation, on March 10, 1923, covering a strip of land 20 feet wide across the SE $\frac{1}{4}$ of Section 25, Township 20 North, Range 10 East, Osage County, Oklahoma, as more particularly described therein, which was duly recorded in Book 29, at Page 112, and which is now owned by Assignor.

That right-of-way grant executed by A. F. Antle to Sand Springs Home, a corporation, March 10, 1923, covering a strip of land 20 feet wide across the SW $\frac{1}{4}$ of Section 30, Township 20 North, Range 11 East, Osage County, Oklahoma, as is more particularly described therein, which was duly recorded in Book 29, at Page 112, and which is now owned by Assignor.

That easement executed by Sand Springs Home to Oklahoma Power and Water Company on March 18, 1929, covering a strip of land along the northern boundary line of Section 15, Township 19 North, Range 11 East, as more particularly described therein, which was duly recorded in Book 887, at Page 166, and which is now owned by Assignor.

BOOK 2094 PAGE 297

That pipe line right-of-way agreement executed by Southwest Box Company, a corporation, to Oklahoma Power & Water Company, July 9, 1930, across the NW $\frac{1}{4}$ of Section 14, Township 19 North, Range 11 East, more particularly described therein, which has been duly recorded in Book 838, at Page 284, and which is now owned by Assignor.

That pipe line right-of-way agreement executed by J. E. Buford and Vaughn Hardware Company June 11, 1932, covering Lots 30 and 31, Block 2, Southside Addition to the City of Sand Springs, Tulsa County, Oklahoma, which appears not to have been recorded but which is now owned by Assignor.

That right-of-way agreement executed by Sand Springs Home to Oklahoma Power & Water Company on February 25, 1928, covering the NW $\frac{1}{4}$ of Section 15, Township 19 North, Range 11 East, as more particularly described therein, which was duly recorded in Book 869, at Page 635, and which is now owned by Assignor.

That letter of Ross H. Rayburn to Oklahoma Power & Water Company dated October 15, 1928, granting authority for crossing Lot 12, Block A, in Joe Subdivision in Section 4, Township 19 North, Range 12 East, which appears not to have been recorded but which is now owned by Assignor.

That pipe line right-of-way agreement executed by Avel Heater to Oklahoma Power & Water Company June 22, 1929, affecting Lot 12, Block A, as more particularly described therein, of Joe Subdivision in Section 4, Township 19 North, Range 12 East, which was duly recorded in Book 1157, at Page 560, and which is now owned by Assignor.

That pipe line right-of-way agreement executed by Home Building & Loan Association to Oklahoma Power & Water Company, dated February 17, 1932, covering the East 50 feet of Blocks L, M and N, in Farm Colony Subdivision, Tulsa County, Oklahoma, which appears to have been recorded in Book 1017, Page 328, and which is now owned by Assignor.

That right-of-way grant executed by Aovida Anderson, nee Canville, and husband, to Sand Springs Home, a corporation, December 3, 1985, covering a strip of land 20 feet wide across the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 31, and across the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, all in Township 20 North, Range 11 East, Osage County, which was duly filed for record in Book 29, Page 611, and which is now owned by Assignor.

That right-of-way contract executed by W. B. Tapley to Sand Springs Home, a corporation, dated August 13, 1926, to a strip of land 20 feet wide across Lot 5, of Section 31, Township 20 North, Range 11 East, Osage County, Oklahoma, which was duly recorded in Book 31, at Page 300, and which is now owned by Assignor.

That right-of-way grant executed by S. S. Goehring, Guardian of Agnes L. Canville, a minor, to Sand Springs Home, a corporation, July 22, 1921, covering the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 20 North, Range 11 East, such right-of-way to be 50 feet wide, which was duly recorded in Book 40, at Page 550, and which is now owned by Assignor.

That certain right-of-way obtained by condemnation in Action No. 4608, in the District Court in and for Osage County wherein Sand Springs Home, a corporation, was plaintiff, and H. F. Kilburn was defendant, covering the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of 36-20-10, Osage County, Oklahoma, and which is now owned by Assignor.

That right-of-way agreement executed by C. H. Terwilliger to Oklahoma Power & Water Company, its successors and assigns, December 24, 1932, covering a strip of land 20 feet wide along the south side and the east side of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8, Township 19 North, Range 12 East, which was duly recorded in Book 1036, at Page 486, and which is now owned by Assignor.

That right-of-way grant executed by A. F. Ault to Sand Springs Home, a corporation, about October 7, 1927, covering the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 8 and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9, Township 19 North, Range 12 East, which was duly recorded in Book 863, at Page 598, and which is now owned by Assignor.

That right-of-way grant executed by Claude F. Tingley to Sand Springs Home, a corporation, about April 29, 1924, covering a strip of land 20 feet wide on the north line of Lot 3, Section 8, Township 19 North, Range 12 East, which was duly recorded in Book 510, at Page 401, and which is now owned by Assignor.

That right-of-way grant for pipe line executed by E. S. Warner to Sand Springs Home, a corporation, April 27, 1922, covering a strip of land 20 feet wide in the NE $\frac{1}{4}$ of Section 8, Township 19 North, Range 12 East, as is more particularly described therein, which was duly recorded in Book 411, at Page 371, and which is now owned by Assignor.

That easement or right-of-way grant executed by C. H. Terwilliger and wife to Sand Springs Home, a corporation, April 22, 1922, covering Lots 12 and 19, in Block 12, Lots 12 and 18, in Block 11, Lots 12 and 16, in Block 10, Lots 12 and 14, in Block 9, Long Beach Addition, located in Section 8, Township 19 North, Range 12 East, which was duly recorded in Book _____, at Page _____, and which is now owned by Assignor.

That right-of-way agreement executed by Mrs. Minnetta Hedges to Oklahoma Power & Water Company January 3, 1940, covering Lot 1, less the West 7 and 2/200 acres (7.08) of Section 9, Township 19 North, Range 12 East, Tulsa County, Oklahoma.

BOOK 2094 PAGE 299

It is the intention of the Assignor hereby to convey to Assignee and it is the intention of the Assignee to receive from the Assignor all of the easements, rights-of-way and lines granted to Assignor or its predecessors in interest, for the laying and maintaining of the 36 inch wood stave line from the foot of Shell Creek Dam in Osage County, Oklahoma, in a southeasterly direction to the East end of the 36 inch line on the north bank of the Arkansas River, near 54th West Avenue, at the West flange of the 20 inch connection; it being the intention of the Assignor to cover herein specifically but to not exclude any rights-of-way grants within the purport thereof not expressly therein set out which Assignor or its predecessors in interest have ever received or exercised; and it is likewise the intention of the Assignor to convey to Assignee and of Assignee to receive from Assignor all of the rights which Assignor and its predecessors in title have acquired by operation of law by virtue of their continuous, open, notorious, peaceful and adverse possession of the rights-of-way from the foot of the dam aforesaid to the terminus aforesaid, as hereinabove outlined and defined, through more than 20 years time.

Assignor hereby represents that it is the owner of the easements, rights-of-way and licenses hereinabove described and herein intended to be conveyed, that the same are free and clear of any adverse claim on the part of any person, except for such reversionary rights as may exist at law upon the cessation of such easements for the purposes granted and used to this time; and this Assignor will warrant and defend the same against any claims on the part of it or its predecessors in title whatsoever.

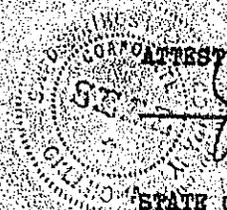
IN WITNESS WHEREOF, the Assignor corporation has caused its

name to be attached and its corporate seal to be affixed.

SAND SPRINGS WATER COMPANY, a corporation,

By Harry D. Moreland President.

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J. V. Lester
Secretary

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, a Notary Public within and for said County and State, on this 8th day of March, 1950, personally appeared Harry D. Moreland, to me known to be the identical person who executed the above and foregoing instrument as President of Sand Springs Water Company, a corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

written.

Ann B. Layer
Notary Public



My commission expires:

Feb 6, 1953

2 COPY RECORDED IN RECORD OF DEED
COUNTY OF TULSA
DEPUTY

1950 MAY 25 PM 1 06

STATE OF OKLAHOMA
TULSA COUNTY
FILED

1138



CITY OF SAND SPRINGS
COUNCIL/AUTHORITY STAFF REPORT

MEETING DATE: July 25, 2016

SUBJECT:

BOARD/COMMITTEE APPOINTMENTS

STAFF RECOMMENDATION:

Council approval of the following appointments:

A) Sand Springs Board of Adjustment

- 1) Council may consider the appointment of a representative to serve an unexpired term to May 2019 on the Board of Adjustment. (currently held by Randy Beesley)
- 2) Council may consider the appointment of a representative to serve an unexpired term to May 2019 on the Board of Adjustment. (currently held by Dennis Currington)

B) Sand Springs Development Authority

Mayor Burdge may consider the appointment of a representative to serve an unexpired three (3) year term to July 2019 on the Sand Springs Development Authority. (currently held by Robert "Chris" Autery)

C) Sand Springs Park Advisory Board

The Council shall select one Council member to serve and the remaining six Council members shall make one advisory board appointment each from within the respective wards.

Councilman Beau Wilson may consider the appointment of a Ward Five (5) representative to serve an unexpired term to May 2018 on the Sand Springs Park Advisory Board.

D) Sand Springs Planning Commission

Council may consider the appointment of a representative to serve a three (3) year term to July 2019 on the Sand Springs Planning Commission. (currently held by Jerry Riley – Ward 4)

E) Sand Springs Personnel Board

Council may consider the appointment of a representative to serve a five (5) year term to May 2021 on the Sand Springs Personnel Board. (currently held by Janice Barnes)

AND

Trustees' approval of the following appointments:

A) Sand Springs Airport Advisory Board (Municipal Authority)

1) Trustees may consider the appointment of a designee to serve on the Sand Springs Airport Advisory Board for a three (3) year term to July 2019. (currently held by Rick Westcott)

2) Trustees may consider the appointment of a designee to serve on the Sand Springs Airport Advisory Board for a three (3) year term to July 2019. (currently held by Leia Anderson)

EXECUTIVE SUMMARY:

The Council Committees, various Council and Trust Authority boards/committees, and INCOG appointments are the annual appointment following the seating of the Council.

BUDGETARY IMPACT:

There would be no additional budgetary impact due to subject appointments.

COMPILED BY: Janice L. Almy, City Clerk **PRESENTED BY:** Mayor Burdge

ATTACHMENT:

Term of Office spreadsheet

APPOINTMENTS

Name of Member	Appointed (or Elected) to Board	Term Expiration Date	Ward
----------------------	--	----------------------------	------

Sand Springs City Council/Municipal Authority

7 member board, Elected to serve 3-year term

Eligibility: Governed by election requirements for holding office

Phil Nollan		2019	Ward 1
Patty Dixon		2019	Ward 2
Mike Burdge		2017	Ward 3
John Fothergill		2017	Ward 4
Beau Wilson		2018	Ward 5
Brian Jackson		2018	Ward 6
James Spoon		2018	At-Large

Sand Springs Council Appointment Committee

3 member board, Appointed to serve 1-year term, Appointed by the Mayor subject to Council approval.

Eligibility: See City Council Resolution No. 12-10.

Mike Burdge	05/2017
Brian Jackson	05/2017
Patty Dixon	05/2017

Sand Springs Council Finance and Development Committee

3 member board, Appointed to serve a 1-year term, Appointed by the Mayor subject to Council approval.

Eligibility: Resolution 12-10

Mike Burdge	05/2017
Jim Spoon	05/2017
Patty Dixon	05/2017

Sand Springs Council Legislative Committee

3 member board, Appointed to serve a 1-year term, Appointed by the Mayor subject to Council approval.

Eligibility: Resolution 12-10

Beau Wilson	05/2017
John Fothergill	05/2017
Jim Spoon	05/2017

Sand Springs Council Public Works Advisory Committee

3 member board, Appointed to serve a 1-year term, Appointed by the Mayor subject to Council approval.

Eligibility: Resolution 12-10.

John Fothergill	05/2017
Beau Wilson	05/2017
Phil Nollan	05/2017

Sand Springs Board of Adjustment (City Council)

5 member board, Appointed to serve 3-year term, Appointed by Council, Attendance per Ordinance No. 945

Eligibility: City residency; cannot serve on any other City Board

Randy Beesley		05/2016	Ward 3
Larry Johnston	Reappt'd 05/18/15	05/2018	Ward 4
Dennis Currington	Appt'd 10/13/14	05/2016	Ward 1
Kenny Roberts	Reappt'd 05/18/15	05/2018	Ward 5
Nancy Riley	Appt'd 09/14/15	05/2017	Ward 1

Sand Springs Cultural and Historical Museum Trust Authority (City Council)

7 member board, Appointed to serve a 5-year term, nominated by Mayor and confirmed by council, if approved within 30 days of certification of vacancy, if not filled during that time, Trustees may appoint.

Eligibility: Resident of the State

Vicki Sisney	Reappted 07/27/15	12/2017	Ward 1
Mayme Crawford		12/2018	Ward 5
Tim Dixon	Reappted 02/22/16	12/2020	Ward 3
Steve Clem	Appt'd 12/15/14	12/2019	Ward 1
Debbie Nobles	Reappted 12/15/14	12/2019	Ward 6
Cynthia Phillips		12/2018	Ward 1
Grady Whitaker, Jr.		12/2017	Fence

Sand Springs Development Authority (City Council)

5 member board, Appointed to serve a 3-year term, Appointed by the Mayor subject to Council approval. Attendance requirement per State Statutes: a member of this board may be removed from office for "neglect of duty" per Title 11 Urban Renewal.

Terms commence on August 1

Eligibility: City resident for 5 years per 11 O.S. 37-108(E)

Troy Cox	08/01/2008	07/31/2017	Ward 4
Sharon Weaver	02/09/2015	07/31/2018	Ward 6
Tom Meshek	08/01/2003	07/31/2018	Ward 2
Dana Box	06/23/2014	07/31/2017	Ward 1
Robert "Chris" Autery	Unexpired	07/31/2016	Ward 1

Sand Springs Park Advisory Board

7 member board, Appointed to serve a 3-year term (runs concurrent w/Council member), Appointed by Council Ward Representative.

Attendance requirement per Ordinance No.

Eligibility: One representatives for each of the 6 wards and at-large, one member is a Council Representative

	<u>Appt'd</u>	<u>Expires:</u>	
Phil Nollan (Ward 1 appt)	appt'd 05/23/16	05/2019	Ward 1
Daniel Comer (Ward 2 appt)	reappt'd 05/23/16	05/2019	Ward 2
Cathy Burdge (Ward 3 appt)	05/2011	05/2017	Ward 3
Wendy Wygle (Ward 4 appt)	6/23/2014	05/2017	Ward 1
Vacant (Ward 5)		05/2018	Ward 5
Jennifer Smith (Ward 6 appt)	reappt'd 05/18/15	05/2018	Ward 6
Kathe Crapster (At Large appt)	06/22/2015	05/2018	Ward 1

Sand Springs Planning Commission

7 member board, Appointed to serve a 3-year term, Appointed by Council, Attendance per Ordinance No. 945.

Eligibility: City residents and registered voters only; at no time shall more than two (2) residents of any ward serve upon the Planning Commission.

Thomas Askew	Reappt'd 07/27/15	07/2018	Ward 1
Patty Dixon	Unexpired term to	05/2018	Council
Harold Neal	Apptd 06/27/16	07/2019	Ward 5
Paul Shindel	Reappt'd 06/22/15	07/2018	Ward 6
Joe Shelton	Apptd 06/24/2012	07/2017	Ward 5
Jerry Riley	Apptd 01/26/15	07/2016	Ward 4
Jason Mikles	Apptd 08/25/14	07/2017	Ward 1

Sand Springs Personnel Board

5 member board, Appointed to serve a 5-year term, Appointed by Council, Attendance Requirement per Ordinance No. 945.

Eligibility: City resident. Can **not** serve on any other City board or Park&Rec Municipal Bd

Janice Barnes	8/13/2012	05/2016
Jackie Kennemer	Appt'd 09/14/15	05/2017
John Richardson	Reappt'd 05/20/13	05/2018
Dustin Wyzard	Appt'd 10/12/15	05/2020
Celia Thompson	Reappt'd 05/19/14	05/2019

Sand Springs Airport Advisory Board (Municipal Authority)

7 member board, Appointed to serve 3-year term, Appointed by Trustees per Reso M99-07. Attendance Requirement per Resolution M03-01

Eligibility: Reside within the City of Sand Springs, Oklahoma, or Creek, Osage or Tulsa Counties

Dr. William Tom Campbell, Jr.	09/1999	7/1/2017	Ward 1
Robert J. Flennor (Chairman)	Reappt 09/08/14	7/1/2017	County
Rick Westcott	Appt 09/08/14	7/1/2016	County
Dr. Mark Manahan	03/2001	7/1/2017	County
David Kvach	6/23/2014	7/1/2018	Ward 6
Leia Anderson	6/23/2014	7/1/2016	County
Joe Stephenson	1995	7/1/2018	Ward 5

Sand Springs/Sapulpa Joint Board

Board shall be comprised of the Chairmen and Vice-Chairmen, or their designees, of the SSMA and the SMA.

Eligibility: Chairmen or Vice-Chairmen of each Municipality or their designees

Mike Burdge	05/23/16	05/2017
City Manager - Chairman's Alter	Jun-16	05/2016
John Fothergill	05/23/16	05/2017
Public Works Director - VC's alte	05/23/16	05/2017

Tulsa County Sales Tax Overview Committee - Vision 2025 (STOC)

Per Tulsa County Commissioners' Resolution approved 07/07/03

Eligibility: No elected public official may serve.

Mary Sue Overbey	Re-apptd 11/2105	12/2018
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INCOG

Board of Directors: Member is an elected official, alternate is not

Mike Burdge	05/2017
City Manager	05/2017

General Assembly: Member is an elected official, alternate is not

Mike Burdge	05/2017
John Fothergill	05/2017

Legislative Consortium (C-Tag): Determined by Council, but normally City Engineer

Mike Burdge	05/2017
City Manager (Alt)	05/2017

Tulsa Metropolitan Area Transportation Policy Committee: Determined by Council, but normally City Engineer

Brian Jackson	05/2017
City Engineer (Alt)	05/2017

Sand Springs Municipal Judge(s)

2-year term

Michael J. King - Judge	05/2002	05/2018
R. Jay McAtee - Asst Judge	10/2002	05/2018
Tom Askew - Asst Judge	4/1/2010	05/2018

G.O. Bond Steering Committee

John Fothergill (Council)	Appt 05/18/15
Brian Jackson (Council)	Appt 07/15/14
Jim Spoon (Council)	Appt 05/18/15
Rusty Gunn	Appt 07/16/14
Troy Cox	Appt 08/25/14
James Rankin	Appt 05/18/15
Elizabeth Gray (City Manager)	Appt 09/08/14

EMSA Board of Trustees

Bryan Wood (Bixby) (Rotates between SS, Bixby and Jenks)	Appt. 01/26/15	01/2018	3-yr term
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**CITY OF SAND SPRINGS
COUNCIL/AUTHORITY STAFF REPORT**

MEETING DATE: _____

SUBJECT:

AGREEMENT FOR THE PROVISION OF SERVICES FY 2016—2017 between the City of Sand Springs and THE METROPOLITAN ENVIRONMENTAL TRUST (M.e.t)

BACKGROUND AND HISTORY:

The program for waste reduction through recycling, increased public education concerning responsible solid waste disposal, and household hazardous waste collection and disposal has been revised with this agreement format between the Trust and all eleven area jurisdictions which participate in the M.e.t.

Collection of Approved Recyclable Materials at the Sand Springs M.e.t. recycling depot will continue at the same location, which will still accept the same materials, plus adding a one-time (per year) event to be scheduled at a regional location designed to attract citizens of Sand Springs and publicized for collection of tires, fire extinguishers and some other items not otherwise routinely collected by the M.e.t. recycling depots.

The M.e.t. will field requests via telephone or email, screen, and schedule appointments made available to the M.e.t. by Tulsa at the Tulsa Household Pollutant Collection Facility for Sand Springs residents. Use of this facility is available all year long on specified days with previously scheduled appointments which are required for dropping off materials described in advance. This method and facility location has been determined to be more reliable for protecting the area's waterways, rather than the M.e.t. conducting two HHP collection weekend events per year with volunteer workers, as has been done for approximately 20 years. Those events are being discontinued in favor of use of the Tulsa HHP Collection facility at 4502 South Galveston Ave.

This subject was reviewed by the Public Works Advisory Committee on July 19, 2016.

BUDGETARY IMPACT:

Sand Springs' cost for the specified services for FY 2016-2017 will be \$31,845.68, which is an increase of \$2,000 over FY 2015-2016, but less than \$32,098.68 in FY 2014-2015.

STAFF RECOMMENDATION:

Staff recommends Approval of the Agreement with the Metropolitan Environmental Trust (the M.e.t.) for the Provision of Recycling Services during Fiscal Year 2016-2017.

COMPILED BY: Vernon Smith

PRESENTED BY: Derek Campbell

ATTACHMENTS:

- 1) Proposed Agreement for the Provision of Services FY-2016-2017

AGREEMENT FOR THE PROVISION OF SERVICES

THIS AGREEMENT is entered into between the City of Sand Springs (Sand Springs) and The Metropolitan Environmental Trust (M.e.t.) a public trust, having eleven area jurisdictions as its beneficiaries including Sand Springs.

I. RECITATIONS

Sand Springs, in conjunction with its comprehensive approach to solid waste management, desires to provide for its citizens a waste reduction recycling program, public education concerning responsible solid waste disposal, and household hazardous waste collection.

The M.e.t. has the ability and facilities in place to continue to operate a recycling program at its depot located within the jurisdictional boundaries of Sand Springs. The M.e.t. also has the expertise and the existing relationships to provide public education and to facilitate the collection of household hazardous waste on a regional basis.

The City of Tulsa, Oklahoma, has created a household pollutant collection facility (Facility) for Tulsa citizens to dispose of certain hazardous waste which is deleterious to the environment if disposed of incorrectly. The facility is located at 4502 S. Galveston. The City of Tulsa desires to make the facility available to area jurisdictions in a manner that is beneficial to the local environment, and consistent with Oklahoma Department of Environmental Quality MS4 water permits.

In consideration of the foregoing, as well as, mutual promises and covenants contained in this agreement, the parties agree as follows:

II. M.e.t. DUTIES

Recycling Collection

1. The M.e.t. agrees to provide recycling services at the recycling depot located within the jurisdictional boundaries of Sand Springs as specified in this agreement. The M.e.t. will provide equipment, materials and management of operations for recycling services at the depot location. The M.e.t. will be responsible for and will pay for electricity charges at the depot location.
2. The parties reserve the right to change the location of the existing depot or to add depots upon mutual agreement reduced to writing and signed by each.
3. The M.e.t. shall maintain records showing the types and quantities of materials recycled at the depot, the expenditures for the operation of the M.e.t. depot program, revenue and cost generated from the sale of recyclable materials and any other record

which is required by local ordinance, state law, federal law or regulation. Reports shall be made available at the M.e.t. monthly board meetings or upon request and reasonable notice at the M.e.t.'s place of business during normal business hours.

4. It is understood by the parties that the M.e.t. will enter into contracts with organizations that provide employment opportunities for adults with disabilities to man the recycling depot. The hours of operation and the number of workers present at each depot will be dependent upon the contract with the organization and the volume of the stream of recyclables at the depot.

Public Education

5. The M.e.t. will promote the responsible disposal of solid waste and hazardous materials through messages to the public on television, radio, newspaper and social media; speeches to civic groups; grocery store tours; and information booths at public events, promotion of green businesses located within Tulsa, and anti-littering campaigns the importance of composting to divert green waste from the public waste stream.

6. The M.e.t. will conduct a one-time event for the collection of tires, fire extinguishers, or other items not otherwise routinely collected by the M.e.t, at a regional location designed to attract citizens of Sand Springs.

7. The M.e.t. will conduct the EnviroExpo event, or a similar event, that promotes area businesses and organizations dedicated to recycling and environmental responsibility.

III. HOUSEHOLD HAZARDOUS WASTE COLLECTION

8. The M.e.t. will field requests via telephone or email, screen, and schedule appointments at the Tulsa Facility to hazardous household waste from citizens of Sand Springs.

9. Appointments will be scheduled in the time slots made available by Tulsa to the M.e.t. Using the scheduling system agreed to between the M.e.t. and Tulsa, the M.e.t. will enter the name of the citizen, the type of materials to be delivered, and the estimated poundage. The M.e.t. will instruct citizens to bring with them valid identification that will match the name of the citizen shown on the appointment and prove residency in the area jurisdiction. The M.e.t. will instruct the citizen as to the consequences of including poundage exceeding 60 pounds, or different items than scheduled for in the appointment.

10. Tulsa will receive, weigh and process the materials presented at the facility by citizens that have an appointment. Tulsa reserves the right to reject any materials that do not appear as acceptable on Exhibit A. Tulsa will not receive materials from any

citizen of Sand Springs that does not have an appointment.

11. Tulsa will charge the M.e.t. a fee for the disposal based on the weight of the waste received according to the following schedule:

Weight	Fee
Up to and including 60 lbs.	\$40
61 to 125 lbs.	\$79
126 to 186 lbs.	\$118
187 lbs. and over.	\$158

provided that, automobile, boat and lawn equipment batteries will be accepted, but will not be included in the weight.

12. The M.e.t. will pay Tulsa for the appointment out of the funds provided to it by under this agreement.

13. Sand Springs authorizes the M.e.t. to make 38 appointments for its citizens to use the Tulsa facility. Additional appointments may be authorized in writing upon receiving notice and payment from Sand Springs.

14. The M.e.t. will deliver to Sand Springs at the M.e.t. Board meeting, a monthly an itemization showing the total number of appointments, the poundage of and types of waste received, and the unanticipated items and excess poundage that were paid for by the citizen.

Excess Poundage, Unanticipated Products, Excess Number of Visits

15. The parties anticipate that citizens may arrive at the facility with different poundage or different products than they disclosed when making the appointment. The parties also anticipate that it may have more participation than anticipated and budgeted in this agreement.

16. In the event that the citizen has materials in excess of 60 pounds excluding batteries, Tulsa will require that the citizen pay Tulsa for the overage at the time they appear at the facility. The M.e.t. will not be responsible and will not pay for materials in excess of 60 pounds delivered by a citizen at a scheduled appointment. The M.e.t. will instruct the citizen as to the consequences of including more poundage, prior to arrival at the facility.

17. If the citizen includes materials routinely accepted at M.e.t. such as motor oil, batteries, cooking oil and grease, the M.e.t. will direct the citizen to deposit those materials at the M.e.t. recycling depot.

IV. PAYMENT

18. Sand Springs will pay the M.e.t. a total of \$31,845.68 payable in monthly installments within 30 days after the receipt of invoices from the M.e.t. In the event that Sand Springs authorizes appointments at the Tulsa Facility in excess of the number agreed to above, Sand Springs will pay the M.e.t. in advance for an additional number of appointments at the rate of \$40 per appointment. Unused appointments shall roll over to the next contract year.

V. TERM

19. The term of this Agreement shall commence on July 1, 2016 and conclude on June 30, 2017. This agreement may be renewed for a period equal to the initial term upon written agreement to the extension, signed by both parties. In no event shall an extension term be longer in duration than 1 year.

Vi. TERMINATION

20. This agreement may be terminated by either party for cause after notice and an opportunity has been given to present reasons why such action should not be taken. Grounds constituting cause include but are not limited to, failure to comply with the provisions of this agreement, any applicable laws, ordinances or material regulations or guidelines; one party has been unduly dilatory in executing its duties under this agreement; or non-payment. In the event of termination, the M.e.t. shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination. The M.e.t. shall make all necessary efforts to mitigate the damages caused by the termination.

21. Neither forbearance nor payment by either party shall constitute waiver of any remedies for any default or breach that exists then or occurs later.

VII. DISCLAIMER OF AGENCY

22. In the performance of this agreement, the parties shall be deemed to be and shall be independent contractors and, as such, neither shall be entitled to any benefits applicable to employees of the other. Neither party is authorized or empowered to act for the other for any purpose and shall not on behalf of the other enter into any contract, warranty and/or representation as to any matter. Neither shall be bound by the acts or conduct of the other except as expressly set out in this agreement.

VIII. AMENDMENT

23. This agreement may be amended only in writing signed by all parties.

IX. SEVERABILITY

24. If any provision under this agreement, 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.

X. ENTIRETY OF THE AGREEMENT & VENUE

25. This Agreement sets forth the entire understanding of the parties and supersedes any oral agreements. The terms of this agreement shall be interpreted and construed under the laws of the State of Oklahoma.

THIS AGREEMENT may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument.

City of Sand Springs

The M.e.t.

(title)
Attest:

(title)
Attest:

Clerk

Secretary

Date:_____
(seal)

Date:_____

Approved as to form:

Approved as to form:

Attorney

Attorney

Exhibit A – Accepted and Non Accepted Household Hazardous Waste

The waste list below is to be accepted by Tulsa from outside jurisdictions through services provided by The M.e.t.

- Fluorescent and CFL Light Bulbs
- Oil Based Paints and Paint Thinner
- Flammable Liquids
- Lawn Chemicals
- Automotive Fluids
- Cooking Oil/Grease
- Aerosols
- Household and Car Batteries
- Household Cleaners
- Pool Chemicals

The listed wastes below are not accepted by Tulsa.

- Industrial or Commercially Generated Waste (including non-hazardous waste)
- Latex Paint
- Medical or Biomedical Waste
- Asbestos
- Food or Organic Waste
- Radioactive Material
- Ammunition/Explosives
- Electronics
- Tires
- Compressed Gas Cylinders
- Unknown Materials or Substances

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 21st day of

July

20 17



Janice L. Almy
Notary Public

My Commission Expires _____

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

07/25/2016

210 GENERAL FUND

004059	AMERICAN MUNICIPAL SERVICES CORP	COLLECTION - MAY 2016	490.70
004251	CLEET	JUNE 2016-CLEET	1,391.52
PR0624	FRATERNAL ORDER OF POLICE	PPE 06/17/2016	700.00
PR0708	FRATERNAL ORDER OF POLICE	PPE 07/01/2016 PP#147	00.00
PI6295	INDUSTRIAL MAINTENANCE SUPPLY INC	MILD HAND SOAP	179.98
PI0030	INDUSTRIAL MAINTENANCE SUPPLY INC	TWL-MF-BIGFOLD Z WHT	921.76
PI0031	INDUSTRIAL MAINTENANCE SUPPLY INC	TMS 33-5324-AIR FRESHENER	134.16
PR0624	INT'L ASSOC OF FIREFIGHTERS	PPE 06/17/2016	652.00
PR0708	INT'L ASSOC OF FIREFIGHTERS	PPE 07/01/2016 PP#146	52.00
004056	LEGAL SHIELD	LEGAL SHIELD	290.05
PI6296	LIBERTY FLAGS INC	CUSTOM SSSPRINGS FLAGS	273.00
004391	NEOFUNDS BY NEOPOST	POSTAGE - JUNE 2016	807.81
004252	OK UNIFORM BLDG CODE COMMISSION	JUNE 2016-MON.PERMIT FEES	180.00
004249	OKLAHOMA BUREAU OF NARCOTICS	JUNE 2016-OBN	5.00
PR0624	OKLAHOMA FIREFIGHTERS PENSION BRD	PPE 06/17/2016 #13	17,294.13
PR0708	OKLAHOMA FIREFIGHTERS PENSION BRD	PPE 07/01/2016 PP#14	17,191.61
PR0624	OKLAHOMA POLICE PENSION	PPE 06/17/2016 #13	12,983.99
PR0708	OKLAHOMA POLICE PENSION	PPE 07/01/2016 PP#14	12,983.98
004250	OSBI	JUNE 2016-OSBI	1,489.01
PR0624	SS FIREFIGHTERS STATION FUND	PPE 06/17/2016	251.00
PR0708	SS FIREFIGHTERS STATION FUND	PPE 07/01/2016 PP#142	51.00
PR0624	TULSA AREA UNITED WAY INC	PAYROLL SUMMARY	160.43
PR0624	TULSA AREA UNITED WAY INC	PAYROLL SUMMARY	167.45
PR0708	TULSA AREA UNITED WAY INC	PAYROLL SUMMARY	160.43
PR0708	TULSA AREA UNITED WAY INC	PAYROLL SUMMARY	167.45
PI6297	TULSA COUNTY PRINT SHOP	CITY OF SSSPRINGS ENVELOPE	65.00
PI6298	TULSA COUNTY PRINT SHOP	WINDOW ENVELOPES	300.00
PI6299	TULSA COUNTY PRINT SHOP	10 BXS ENVELOPES-LOGO	245.10
TOTAL			71,088.56

MUNICIPAL COURT

161180	OKLAHOMA STAFFING SPECIALISTS, LLC	TEMP LABOR W/E 61216 JW	452.88
161180	OKLAHOMA STAFFING SPECIALISTS, LLC	TEMP LABOR 61216 JW	452.88
161180	OKLAHOMA STAFFING SPECIALISTS, LLC	TEMP LABOR W/E 06.26.16	532.80
161180	OKLAHOMA STAFFING SPECIALISTS, LLC	TEMP LABOR W/E 06.19.16	532.80
170140	SUNGARD PUBLIC SECTOR INC	MAIN-JULY 1-31, 2016	909.88

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170140	SUNGARD PUBLIC SECTOR INC	NAVILINE SOFTWARE MAINT	909.88
	MUNICIPAL COURT ADMINISTRATION TOTAL		3,791.12

CITY MANAGER

004260	BANK OF AMERICA	PAYPAL CITY MGMT A	175.00
004045	CITY OF SAND SPRINGS	E.GRAY - ROTARY	20.00
004047	CITY OF SAND SPRINGS	E. GRAY - SS ROTARY CORP	10.00
004048	CITY OF SAND SPRINGS	E. GRAY - SALVATION ARY	40.00
004050	CITY OF SAND SPRINGS	E. GRAY - ROTARY	10.00
004031	CITY OF SAND SPRINGS	P.BOONE-OFFICE DEPOT	12.02
161307	SUNDANCE OFFICE SUPPLY	FILE FLDEERS, WRITING PAD,	49.43
004429	VERIZON WIRELESS	VERIZON WIRELESS-UTILITY	120.03
	CITY MANAGER ADMINISTRATION TOTAL		436.48

CITY CLERK

161298	SUNDANCE OFFICE SUPPLY	KRAFT FILE FOLDERS	29.96
160131	TULSA COUNTY CLERK	ORDINANCE FILING	17.00
160131	TULSA COUNTY CLERK	UTILITY EASEMENTS	42.00
160131	TULSA COUNTY CLERK	NOTICE FILINGS	78.00
160131	TULSA COUNTY CLERK	RELEASE FILINGS	78.00
160131	TULSA COUNTY CLERK	LIEN FILING	13.00
160131	TULSA COUNTY CLERK	RELEASE FILING	13.00
160131	TULSA COUNTY CLERK	LIEN RELEASE FILING	26.00
160131	TULSA COUNTY CLERK	TULSA CNTY FILINGS	34.00
004430	VERIZON WIRELESS	VERIZON WIRELESS-UTILITY	40.01
	CITY CLERK CITY CLERK TOTAL		370.97

GENERAL ADMINISTRATION

004105	BANK OF AMERICA	WAL-MART #0838	29.68
004106	BANK OF AMERICA	WAL-MART #0838	59.46
004108	BANK OF AMERICA	SUBWAY 03117058	138.36
004109	BANK OF AMERICA	THE MINUTEMAN PIZZA PARLO	15.00
004107	BANK OF AMERICA	MACS BBQ	60.66

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004259	BANK OF AMERICA	NORTHWEST INN	183.00
161377	BURDGE, MIKE	MILEAGE AND TURNPIKE REIM	252.00
160979	BURDGE, MIKE	OML/MCO BRD MTG-03.02.16	120.60
160980	BURDGE, MIKE	OML DAY AT CAPITAL	120.60
004034	CITY OF SAND SPRINGS	D.CAMPBELL-MACS BBQ	53.17
161307	SUNDANCE OFFICE SUPPLY	FILE FLDRS, WRITING PAD,	14.38
160140	UNITED STATES POSTAL SERVICE	PO BOX 338 RENEWAL	298.00
GENERAL ADMINISTRATION GENERAL ADMINISTRATION TOTAL			1,344.91

PLANNING & DEVELOPMENT

004262	BANK OF AMERICA	OKCOUNTYRECORDS COM	25.00
161296	SUNDANCE OFFICE SUPPLY	LASER TONER CARTRIDGE	63.59
004440	VERIZON WIRELESS	VERIZON WIRELESS-UTILITY	40.01
PLANNING & DEVELOPMENT ADMINISTRATION TOTAL			128.60

HUMAN RESOURCES

004261	BANK OF AMERICA	BILLY SIMS BBQ - SAND	43.51
161338	CENTRAL TECH BUSINESS DEVELOPMENT	ANNUAL TESTING-PD & FD	300.00
004037	CITY OF SAND SPRINGS	MILLICENT-SS TAG AGENCY	25.00
004049	CITY OF SAND SPRINGS	MILLICENT-SS TAG AGENCY	25.00
004051	CITY OF SAND SPRINGS	MILLICENT-SS TAG AGENCY	50.00
160038	CONCENTRA MEDICAL CENTERS	UDS - R. OWENS	50.00
170066	EMPLOYER'S UNITY LLC	1QRT- FY17	340.75
160179	EON APPLICATIONS INC	HR APPLICATION SOFTWARE	279.85
170117	SAND SPRINGS FLOWERS	PLANT - G.LEWELLYN FAMILY	50.00
160149	TULSA WORLD MEDIA COMPANY	POLICE AD# 251590	709.00
HUMAN RESOURCES ADMINISTRATION TOTAL			1,873.11

FINANCE

004116	BANK OF AMERICA	BHM OK NEWSPAPERS	52.00
161335	CRAWFORD & ASSOCIATES PC	PREP & FOLLOWUP CNRM FY16	70.00
161335	CRAWFORD & ASSOCIATES PC	FY16 AUDIT/CONSULTING	215.00
161318	SUNDANCE OFFICE SUPPLY	FILE TABS 50/PACK	18.85

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161357	SUNDANCE OFFICE SUPPLY	HAMMERMILL PREM PAPER-LTR	33.45
170140	SUNGARD PUBLIC SECTOR INC	MAIN-JULY 1-31, 2016	3,288.38
170140	SUNGARD PUBLIC SECTOR INC	NAVILINE SOFTWARE MAINT	3,288.38
004431	VERIZON WIRELESS	VERIZON WIRELESS-UTILITY	80.02
FINANCE ADMINISTRATION TOTAL			7,046.08

CITY ATTORNEY

160042	WEATHERFORD, DAVID L	LEGAL - GENERAL MATTERS	6,963.00
CITY ATTORNEY ADMINISTRATION TOTAL			6,963.00

INFORMATION SERVICES

000006	A T & T	UTILITY - AT&T	236.90
004242	A T & T	AT&T UTILITY	750.24
000009	A T & T	AT&T PHONE	50.00
004162	BANK OF AMERICA	AMAZON MKTPLACE PMTS	-55.73
004163	BANK OF AMERICA	AMAZON MKTPLACE PMTS	-119.99
004160	BANK OF AMERICA	IN NETLINK SOLUTIONS, LL	1,250.00
004161	BANK OF AMERICA	WWW EARTHLINK.NET	21.95
004042	CITY OF SAND SPRINGS	C.SALES - TRAVEL RECON	28.75
004052	CITY OF SAND SPRINGS	C.SALES - TRAVEL RECON	30.24
004064	COX COMMUNICATIONS CENTRAL II INC	UTILITY - COX	3,799.11
004066	COX COMMUNICATIONS CENTRAL II INC	UTILITY - COX	69.95
004245	COX COMMUNICATIONS CENTRAL II INC	COX UTILITY	112.53
004246	COX COMMUNICATIONS CENTRAL II INC	COX UTILITY	675.05
161368	DELL MARKETING LP	WYSE 5010 THIN CLIENT, CT	350.54
170095	NETLINK SOLUTIONS LLC	IT SERVER, SPAM FILTERING	120.00
170095	NETLINK SOLUTIONS LLC	IT SERVER, SPAM FILTERING	1,286.50
161233	PEAK UPTIME	PROJECT 2041-SHORTEL UPGR	1,500.00
161290	SUNDANCE OFFICE SUPPLY	STACKING LETTER TRAY	17.96
170140	SUNGARD PUBLIC SECTOR INC	MAIN-JULY 1-31, 2016	633.42
170140	SUNGARD PUBLIC SECTOR INC	NAVILINE SOFTWARE MAINT	633.42
004432	VERIZON WIRELESS	VERIZON WIRELESS-UTILITY	160.06
161380	WOOD, DEBRA	MILEAGE REIMBURSEMENT	69.66
INFORMATION SERVICES ADMINISTRATION TOTAL			11,620.56

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FACILITIES MANAGEMENT

161098	ALARMWORKS	SRV WRK INSTALL HORN STRO	229.99
004381	AMERICAN ELECTRIC POWER	MIS AEP BILLS	24.37
004382	AMERICAN ELECTRIC POWER	MIS AEP BILLS	653.46
004383	AMERICAN ELECTRIC POWER	MIS AEP BILLS	162.57
004384	AMERICAN ELECTRIC POWER	MIS AEP BILLS	326.73
004399	AMERICAN ELECTRIC POWER	AEP MASTER BILL	2,830.74
004400	AMERICAN ELECTRIC POWER	AEP MASTER BILL	376.87
004401	AMERICAN ELECTRIC POWER	AEP MASTER BILL	972.93
004402	AMERICAN ELECTRIC POWER	AEP MASTER BILL	336.86
004403	AMERICAN ELECTRIC POWER	AEP MASTER BILL	215.37
004404	AMERICAN ELECTRIC POWER	AEP MASTER BILL	122.02
004405	AMERICAN ELECTRIC POWER	AEP MASTER BILL	376.57
004406	AMERICAN ELECTRIC POWER	AEP MASTER BILL	212.32
160017	ATWOODS-SAND SPRINGS	GLUE GORILLA WOOD GLUE	2.99
004117	BANK OF AMERICA	UFIRST UNIFIRST CORP	27.00
004135	BANK OF AMERICA	UFIRST UNIFIRST CORP	274.00
004270	BANK OF AMERICA	UFIRST UNIFIRST CORP	121.25
004282	BANK OF AMERICA	UFIRST UNIFIRST CORP	37.50
004309	BANK OF AMERICA	UFIRST UNIFIRST CORP	263.75
004164	BANK OF AMERICA	CHARLEY'S SOUTHSIDE LOCK	67.50
004168	BANK OF AMERICA	STAN CARDER PLUMBING INC	110.00
004169	BANK OF AMERICA	STAN CARDER PLUMBING INC	825.00
004317	BANK OF AMERICA	SCOVIL AND SIDES HARDWARE	125.00
004318	BANK OF AMERICA	TRACTOR SUPPLY #1515	5.98
004320	BANK OF AMERICA	STAN CARDER PLUMBING INC	160.00
004321	BANK OF AMERICA	TRACTOR SUPPLY #1515	13.98
004322	BANK OF AMERICA	DAVCO MECHANICAL CONTRACT	75.00
004323	BANK OF AMERICA	DAVCO MECHANICAL CONTRACT	187.50
004324	BANK OF AMERICA	DAVCO MECHANICAL CONTRACT	150.00
004327	BANK OF AMERICA	DAVCO MECHANICAL CONTRACT	150.00
004328	BANK OF AMERICA	STAN CARDER PLUMBING INC	180.00
004060	CENTER POINT ENERGY SERVICES INC	CENTER POINT ENERGY	6.02
004061	CENTER POINT ENERGY SERVICES INC	CENTER POINT ENERGY	14.04
004062	CENTER POINT ENERGY SERVICES INC	CENTER POINT ENERGY	12.04
170129	CHARLES PEST CONTROL INC	MONTHLY PEST CONTROL	91.34
170129	CHARLES PEST CONTROL INC	MONTHLY PEST CONTROL	15.45
170129	CHARLES PEST CONTROL INC	MONTHLY PEST CONTROL	15.45
170129	CHARLES PEST CONTROL INC	MONTHLY PEST CONTROL	15.45
170129	CHARLES PEST CONTROL INC	MONTHLY PEST CONTROL	15.45
170129	CHARLES PEST CONTROL INC	MONTHLY PEST CONTROL	20.77
170129	CHARLES PEST CONTROL INC	MONTHLY PEST CONTROL	20.77

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170129	CHARLES PEST CONTROL INC	MONTHLY PEST CONTROL	55.35
160037	COMMERCIAL CLEANING SERVICES	JUNE SRV - SENIOR CENTER	580.00
170175	GENTRY MCDONALD AUSTIN CONSTRUCTION	FIX WTR DAMAGE - FIRE DEP	3,250.00
160072	LOCKE SUPPLY	1 GANG VER/HOR WET LOC CV	9.32
160072	LOCKE SUPPLY	PLEATED FILTER	113.49
160072	LOCKE SUPPLY	LFN45-BM1-U 3/4" PRESS R	110.74
160072	LOCKE SUPPLY	ZLP16162 16X16X2 M8 PLTD	21.84
160072	LOCKE SUPPLY	86 - PLEATED FILTERS	391.19
160072	LOCKE SUPPLY	SPRAY VALVE	74.22
004073	OKLAHOMA NATURAL GAS	ONG - UTILITY GAS	117.21
004074	OKLAHOMA NATURAL GAS	ONG - UTILITY GAS	37.27
004075	OKLAHOMA NATURAL GAS	ONG - UTILITY GAS	119.84
004076	OKLAHOMA NATURAL GAS	ONG - UTILITY GAS	109.92
004077	OKLAHOMA NATURAL GAS	ONG - UTILITY GAS	21.42
004078	OKLAHOMA NATURAL GAS	ONG - UTILITY GAS	97.92
004079	OKLAHOMA NATURAL GAS	ONG - UTILITY GAS	119.18
004080	OKLAHOMA NATURAL GAS	ONG - UTILITY GAS	9.34
004081	OKLAHOMA NATURAL GAS	ONG - UTILITY GAS	66.72
004082	OKLAHOMA NATURAL GAS	ONG - UTILITY GAS	37.27
004083	OKLAHOMA NATURAL GAS	ONG - UTILITY GAS	18.68
004084	OKLAHOMA NATURAL GAS	ONG - UTILITY GAS	97.19
170103	PIONEER SECURITY SYSTEMS INC	JULY 2016-MON FEE-ANIMAL	37.00
170140	SUNGARD PUBLIC SECTOR INC	MAIN-JULY 1-31, 2016	633.42
170140	SUNGARD PUBLIC SECTOR INC	NAVILINE SOFTWARE MAINT	633.42
004433	VERIZON WIRELESS	VERIZON WIRELESS-UTILITY	40.01
FACILITIES MANAGEMENT ADMINISTRATION TOTAL			16,630.54

FLEET MAINTENANCE

170010	ATC FREIGHTLINER GROUP	ABP/N122-R50418-PRIM FUEL	23.88
170010	ATC FREIGHTLINER GROUP	PRIM FUEL - FUEL FILTER	39.37
160019	AUTOZONE	OVERLEAF SPRING-UNIT 405	55.49
160019	AUTOZONE	OVERLEAF SPRING	-55.49
004118	BANK OF AMERICA	UFIRST UNIFIRST CORP	52.00
160025	BOB MOORE OF TULSA LLC	TAIL LIGHT REPAIR-06 DODG	287.83
160029	CECIL & SONS DISCOUNT TIRES	SURETRAC TRAILER RADIAL	97.45
160036	COMDATA	FUEL CARD PURCH-CITYWIDE	18,185.15
160041	DANNY BECK CHEVROLET INC	TUBE - UNIT 721	72.47
160041	DANNY BECK CHEVROLET INC	TUBE - UNIT 466	58.01
160041	DANNY BECK CHEVROLET INC	DIODE - UNIT 466	3.65
160089	O'REILLY AUTO PARTS - S.S.	LOCK CYL/KEY	14.88

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160089	O'REILLY AUTO PARTS - S.S.	AIR, FUEL, OIL FILTER	21.41
160089	O'REILLY AUTO PARTS - S.S.	AIR,FUEL,OIL FILTERS	20.77
160089	O'REILLY AUTO PARTS - S.S.	FOG CAPSULE	3.98
160089	O'REILLY AUTO PARTS - S.S.	TRNSDCE SWTH	60.96
160089	O'REILLY AUTO PARTS - S.S.	AIR, OIL FILTERS	11.27
160089	O'REILLY AUTO PARTS - S.S.	TOGGLE SWITCH	4.49
160089	O'REILLY AUTO PARTS - S.S.	AIR,OIL FILTERS & OIL PRE	62.39
160089	O'REILLY AUTO PARTS - S.S.	BRAKE ROTOR-JOB ORDER6650	-93.56
160089	O'REILLY AUTO PARTS - S.S.	AIR, CABIN, OIL FILTERS	177.27
160111	SOUTHSIDE MOWERS	IDLER PULLY, FLAT	33.71
170140	SUNGARD PUBLIC SECTOR INC	MAIN-JULY 1-31, 2016	633.42
170140	SUNGARD PUBLIC SECTOR INC	NAVILINE SOFTWARE MAINT	633.42
160147	WELDON OF TULSA INC	SHOCK ABSORBER	110.84
160233	WHITE STAR MACHINERY & SUPPLY	FILTER GLASS BOWL	31.02
160233	WHITE STAR MACHINERY & SUPPLY	FUEL FILTER	7.99
	FLEET MAINTENANCE ADMINISTRATION TOTAL		20,554.07

POLICE

004407	AMERICAN ELECTRIC POWER	AEP MASTER BILL	92.60
004170	BANK OF AMERICA	BAYSINGER POLICE SUPPLY I	4,053.00
004329	BANK OF AMERICA	SPECIAL OPS UNIFORMS	139.99
004337	BANK OF AMERICA	TOTAL RADIO INC	94.31
004176	BANK OF AMERICA	LOT A	7.00
004180	BANK OF AMERICA	STANDLEY SYSTEMS LLC	118.10
004330	BANK OF AMERICA	STAPLES 00111310	210.56
004336	BANK OF AMERICA	STAPLES 00111310	49.98
004339	BANK OF AMERICA	AMAZON.COM AMZN.COM/BILL	325.00
004182	BANK OF AMERICA	BEST BUY MHT 00014019	34.99
004175	BANK OF AMERICA	TMS GRAND JUNCTION	378.00
004184	BANK OF AMERICA	BOX BOX.NET BUS SRVCS	5.00
004186	BANK OF AMERICA	SURVEYMONKEY.COM	26.00
004341	BANK OF AMERICA	OSU MED CTR-CASHIER	30.00
004185	BANK OF AMERICA	WWW.READFRONTIER.COM	30.00
004173	BANK OF AMERICA	UPS 1ZM34T440392904073	10.49
004181	BANK OF AMERICA	UPS 1ZM34T440397416109	9.06
161073	BAYSINGERS PUBLIC SAFETY	DEFTECH SINGLSHOT-TACTICA	4,200.64
004028	CITY OF SAND SPRINGS	D.LACROIX - TRAVEL RECON	30.00
004029	CITY OF SAND SPRINGS	MATT STACEY-TRAVEL RECON	30.00
004030	CITY OF SAND SPRINGS	B.BARNETT-TRAVEL RECON	30.00
004032	CITY OF SAND SPRINGS	J.MCGINNIS-TRAVEL RECON	30.00

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004038	CITY OF SAND SPRINGS	S. NEWMAN-TRAVEL RECON	40.00
004040	CITY OF SAND SPRINGS	J.TILLMAN - TRAVEL RECON	40.00
004041	CITY OF SAND SPRINGS	M.WILLITS - TRAVEL RECON	40.00
004053	CITY OF SAND SPRINGS	S. DEGAN - TRAVEL RECON	40.00
170204	CRITICALCOMM BY PAGE PLUS	PAGER RENTAL & SERVICE	1,599.00
160868	DETRING, TYLER	BASIC SWAT-TYLER DETRING	100.00
160046	DRAKE SYSTEMS, INC	OVERAGE - KYOCERA/M7550	64.96
160046	DRAKE SYSTEMS, INC	OVERAGE-KYOCERA/M7550	87.94
160925	FISHER, GREG	OCT2015 PD MILEAGE REIMB	48.87
160925	FISHER, GREG	SEP2015 PD MILEAGE/TOLL R	80.97
004234	OKLAHOMA TURNPIKE AUTHORITY	OK TURNPIKE AUTHORITY	27.55
170103	PIONEER SECURITY SYSTEMS INC	JULY 2016 - MON FEE-RANGE	37.50
161147	THOMAS A HOFFMAN PH.D.	PSYCH EVAL-N.LETTERMAN	100.00

POLICE ADMINISTRATION/PATROL TOTAL

12,241.51

004195	BANK OF AMERICA	RANKIN VETERINARY HOSP.	40.00
004196	BANK OF AMERICA	RANKIN VETERINARY HOSP.	315.00
004197	BANK OF AMERICA	RANKIN VETERINARY HOSP.	195.00
004199	BANK OF AMERICA	SPAY, OK	55.00
004354	BANK OF AMERICA	RANKIN VETERINARY HOSP.	60.00
004355	BANK OF AMERICA	RANKIN VETERINARY HOSP.	85.00
004356	BANK OF AMERICA	SPAY, OK	45.00
004357	BANK OF AMERICA	RANKIN VETERINARY HOSP.	390.00
004358	BANK OF AMERICA	SPAY, OK	55.00
004039	CITY OF SAND SPRINGS	J.SCHMIDT-TRAVEL RECON	25.55
004033	CITY OF SAND SPRINGS	A.TEMPLETON-OK BRD OF VET	40.00
161346	OKLAHOMA STATE BOARD OF	ETHANASIA LIC RENEWAL	40.00

POLICE ANIMAL CONTROL TOTAL

1,345.55

COMMUNICATIONS

004071	AT&T LONG DISTANCE	AT&T	20.37
000007	AT&T LONG DISTANCE	UTILITY-AT&T CAD	284.14
004331	BANK OF AMERICA	WM SUPERCENTER #838	23.84
004335	BANK OF AMERICA	WAL-MART #0838	37.76
004178	BANK OF AMERICA	REASOR'S #21	260.45
004179	BANK OF AMERICA	WM SUPERCENTER #838	51.04
004332	BANK OF AMERICA	DISCOUNTFILTERSTORE.CO	47.34
004333	BANK OF AMERICA	REASOR'S #21	206.50
004334	BANK OF AMERICA	WAL-MART #0838	48.58
004172	BANK OF AMERICA	J2 FAX.COM	3.00

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170061	DEPARTMENT OF PUBLIC SAFETY	JULY -OLETS USER FEE	350.00
160063	INCOG-E911	E911-TERMINAL CHARGES	4,603.14
160071	LINCOLN STREET LAUNDRY	JAN - JUNE 2016 JAIL LAUN	600.00
170107	PUBLIC ENGINES, INC	ANN REN-CRIME REPORTS	1,425.60
004254	VERIZON WIRELESS	VERIZON WIRELESS	1,069.91
004255	VERIZON WIRELESS	VERIZON WIRELESS	40.01
004256	VERIZON WIRELESS	VERIZON WIRELESS	40.01
170163	VISTA COM	ANN MAIN CNTRCT-EVENTIDE	3,355.00

COMMUNICATIONS ADMINISTRATION TOTAL

12,466.69

FIRE

160017	ATWOODS-SAND SPRINGS	PUSH BROOM	9.88
004113	BANK OF AMERICA	WPSG, INC 800-852-6088	1,095.75
004348	BANK OF AMERICA	CLAIM ADJ/WPSG, INC 800-8	-86.00
004352	BANK OF AMERICA	WPSG. INC 800-852-6088	1,191.60
004343	BANK OF AMERICA	PUBLIC AGENCY TRAINING	295.00
004344	BANK OF AMERICA	RESIDENCE INN SPRINGDA	202.48
004189	BANK OF AMERICA	STAPLES DIRECT	76.63
004194	BANK OF AMERICA	STAPLES DIRECT	126.54
004191	BANK OF AMERICA	PYRAMID PRINTING	14.00
004193	BANK OF AMERICA	ARKANSAS SURGICAL SUPP	117.93
004192	BANK OF AMERICA	WAL-MART #0838	13.24
004188	BANK OF AMERICA	WAL-MART #0838	26.94
004190	BANK OF AMERICA	WAL-MART #0838	63.51
004346	BANK OF AMERICA	CHIEF FIRE SAFETY COMPA	775.00
004351	BANK OF AMERICA	NORTHERN TOOL EQUIP	329.97
004114	BANK OF AMERICA	LOWES #02756	407.97
004345	BANK OF AMERICA	WWW.TOTALEQUIPCO.COM	1,900.00
004347	BANK OF AMERICA	WAL-MART #0838	139.00
004111	BANK OF AMERICA	LOWES #01580	20.28
004353	BANK OF AMERICA	NSC NORTHERN SAFETY CO	314.45
004112	BANK OF AMERICA	KEN KOOL INC	819.98
004349	BANK OF AMERICA	HEATWAVE SUPPLY INC	86.87
004350	BANK OF AMERICA	WM SUPERCENTER #838	41.19
004110	BANK OF AMERICA	CLAIM ADJ/HOMEDEPOT.COM	-107.61
004187	BANK OF AMERICA	HOMEDEPOT.COM	107.61
004115	BANK OF AMERICA	THE UPS STORE 3683	17.52
160050	EMSA/AMERICAN MEDICAL RESPONSE	GLUCAGON KIT,HALO CHEST S	480.20
160516	FLEET SERVICE OF TULSA	REPAIRS TO ENGINE 1-2009	3,279.96
160058	FULLERTON WELDING SUPPLY	K-OXYGEN-MED & DEL CHRGE	25.50

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004434	VERIZON WIRELESS	VERIZON WIRELESS-UTILITY	480.12
	FIRE ADMINISTRATION TOTAL		12,265.51

EMERGENCY MANAGEMENT

004385	AMERICAN ELECTRIC POWER	MIS AEP BILLS	34.01
004408	AMERICAN ELECTRIC POWER	AEP MASTER BILL	293.92
170204	CRITICALCOMM BY PAGE PLUS	PAGER RENTAL & SERVICE	123.00
160925	FISHER, GREG	OCT2015 EM MILEAGE REIMB	85.10
161353	FISHER, GREG	NE AREA WRKSHOP MILE REIM	164.88
004377	INDIAN ELECTRIC COOP INC	INDIAN ELECTRI- UTILITIES	24.59
	EMERGENCY MANAGEMENT ADMINISTRATION TOTAL		725.50

NEIGHBORHOOD SERVICES

004198	BANK OF AMERICA	TYLER TECH/EAGLE DIV	120.00
161373	INSTITUTE FOR BUILDING TECH & SAFE.	INSPEC SRVCS-MAY 2016	700.00
170140	SUNGARD PUBLIC SECTOR INC	MAIN-JULY 1-31, 2016	2,529.27
170140	SUNGARD PUBLIC SECTOR INC	NAVILINE SOFTWARE MAINT	2,529.27
160123	THULIN, HOVEY	ABATEMENT CLEANUP	135.00
160123	THULIN, HOVEY	ABATEMENT CLEANUP	395.00
160123	THULIN, HOVEY	ABATEMENT CLEANUP	960.00
160123	THULIN, HOVEY	ABATEMENT CLEANUP	315.00
170144	THULIN, HOVEY	ABATEMENT CLEANUPS	804.09
170144	THULIN, HOVEY	ABATEMENT CLEANUP	525.00
170144	THULIN, HOVEY	ABATEMENT CLEANUP	300.00
170144	THULIN, HOVEY	ABATEMENT CLEANUP	240.00
004435	VERIZON WIRELESS	VERIZON WIRELESS-UTILITY	40.01
	NEIGHBORHOOD SERVICES ADMINISTRATION TOTAL		9,592.64

STREET

004386	AMERICAN ELECTRIC POWER	MIS AEP BILLS	6,103.63
004409	AMERICAN ELECTRIC POWER	AEP MASTER BILL	276.92
004120	BANK OF AMERICA	UFIRST UNIFIRST CORP	96.00
004273	BANK OF AMERICA	UFIRST UNIFIRST CORP	181.50

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

07/25/2016

004276	BANK OF AMERICA	UFIRST UNIFIRST CORP	224.00
004296	BANK OF AMERICA	UFIRST UNIFIRST CORP	181.50
004306	BANK OF AMERICA	UFIRST UNIFIRST CORP	573.00
170204	CRITICALCOMM BY PAGE PLUS	PAGER RENTAL	123.00
160047	DUNHAM'S ASPHALT SERVICES, INC	TYPE C-TCKT 995176	51.18
160047	DUNHAM'S ASPHALT SERVICES, INC	TYPE C-TCKT 995257	73.87
160047	DUNHAM'S ASPHALT SERVICES, INC	QPR COLD MIX-TCKT 994328	105.00
160047	DUNHAM'S ASPHALT SERVICES, INC	QPR COLD MIX-TCKT 994502	105.00
160047	DUNHAM'S ASPHALT SERVICES, INC	TYPE C - TCKT 995364	75.21
160053	EXPRESS SERVICES INC	TEM LABOR W/E 05/29 AJ&CS	463.68
160053	EXPRESS SERVICES INC	TEMP LABOR W/E 5/22 AJ&CS	347.76
160072	LOCKE SUPPLY	1 GANG VER/HOR WET LOC CV	54.53
160072	LOCKE SUPPLY	HPS-400A-P-KIT 400W HPS B	481.04
170176	PAVING MAINTENANCE SUPPLY	SEALANT - ROADSaver	1,485.00
161376	PAVING MAINTENANCE SUPPLY	SEALANT - ROADSaver	1,485.00
160133	TULSA COUNTY PRINT SHOP	7 SETS BUSINESS CARDS	25.00
STREET STREET MAINTENANCE TOTAL			12,511.82

PARKS & RECREATION

160046	DRAKE SYSTEMS, INC	BASE RATE & OVERAGE	131.81
160046	DRAKE SYSTEMS, INC	OVERAGE M323E PARKS	94.88
170194	OKLAHOMA REC & PARK SOCIETY	MEMBERSHIP DUES-PARKS	75.00
161289	SUNDANCE OFFICE SUPPLY	CORR TAPE, BATTERIES	38.65
160133	TULSA COUNTY PRINT SHOP	BUSINESS CARDS- E.SELENSK	45.00
004436	VERIZON WIRELESS	VERIZON WIRELESS-UTILITY	80.02
PARKS & RECREATION ADMINISTRATION TOTAL			465.36

161375	ADVANCE ALARMS INC	SEC CAMERA SRV CALL	92.00
161375	ADVANCE ALARMS INC	SEC CAMERA SRV CALL	92.00
004388	AMERICAN ELECTRIC POWER	MIS AEP BILLS	3,907.98
004201	BANK OF AMERICA	WAL-MART #0838	22.21
004202	BANK OF AMERICA	WM SUPERCENTER #838	66.77
004325	BANK OF AMERICA	DAVCO MECHANICAL CONTRACT	242.56
170129	CHARLES PEST CONTROL INC	MONTHLY PEST CONTROL	22.24
160089	O'REILLY AUTO PARTS - S.S.	PWR RTD BELT	73.24
004086	OKLAHOMA NATURAL GAS	ONG - UTILITY GAS	108.09
170194	OKLAHOMA REC & PARK SOCIETY	MEMBERSHIP DUES-PARKS	90.00
170192	OKLAHOMA STATE DEPT OF HEALTH	FOOD SRV LIC RENEWAL	100.00
004235	OKLAHOMA TURNPIKE AUTHORITY	OK TURNPIKE AUTHORITY	7.20

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

07/25/2016

004392	AMERICAN ELECTRIC POWER	MIS AEP BILLS	39.23
170129	CHARLES PEST CONTROL INC	MONTHLY PEST CONTROL	49.20
160072	LOCKE SUPPLY	LED 7W A-LAMP 40W EQUIVAL	18.84
004087	OKLAHOMA NATURAL GAS	ONG - UTILITY GAS	98.28
004088	OKLAHOMA NATURAL GAS	ONG - UTILITY GAS	21.42
170103	PIONEER SECURITY SYSTEMS INC	JULY 2016-MON FEE-MUSEUM	20.00
	MUSEUM ADMINISTRATION TOTAL		1,156.83

ECONOMIC DEVELOPMENT

004209	BANK OF AMERICA	HENRYS TAVERN DENVER	21.32
004210	BANK OF AMERICA	MARLOWES RESTAURANT	18.86
004211	BANK OF AMERICA	BACKCOUNTRY DELICATESSEN	11.88
004212	BANK OF AMERICA	HYATT HOTELS DENV CC F&B	6.37
004213	BANK OF AMERICA	ROCK BOTTOM DENVER	11.49
004359	BANK OF AMERICA	HYATT HOTELS DENV CC F&B	6.64
004360	BANK OF AMERICA	CORNER BAKERY CAFE1510	11.96
004361	BANK OF AMERICA	HENRYS TAVERN DENVER	31.89
004362	BANK OF AMERICA	HYATT HOTELS DENV CC F&B	13.11
004363	BANK OF AMERICA	MARLOWES RESTAURANT	19.40
004364	BANK OF AMERICA	HENRYS TAVERN DENVER	10.00
004365	BANK OF AMERICA	COOKS FRESH MARKET	15.69
004366	BANK OF AMERICA	HYATT HOTELS DENVER CC	1,216.36
004206	BANK OF AMERICA	ADOBE CREATIVE CLOUD	49.99
004208	BANK OF AMERICA	DROPBOX CY4KKL8WQ19P	9.99
004204	BANK OF AMERICA	SIGN IT	782.10
004205	BANK OF AMERICA	PYRAMID PRINTING	85.00
004207	BANK OF AMERICA	WAL-MART #0838	41.94
004367	BANK OF AMERICA	WM SUPERCENTER #838	71.09
004368	BANK OF AMERICA	WAL-MART #0838	3.92
004388	REASOR LLC	SALES TAX INC-JUNE 2016	26,140.73
161294	ST. JOHN, KASEY	TUITION REIMB-SUMMER 2016	135.00
	ECONOMIC DEVELOPMENT ADMINISTRATION TOTAL		28,714.73

GRAND TOTAL FOR FUND	\$242,042.89
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410 GO BOND 2014 FUND

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

07/25/2016

PARKS & RECREATION

141407	LANDPLAN CONSULTANTS INC	RVR CTY & PRATT CIV PRKS	1,006.25
	PARKS & RECREATION MAINTENANCE TOTAL		1,006.25

GRAND TOTAL FOR FUND	\$1,006.25
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420 CAPITAL IMPROVEMENT FUND

ECONOMIC DEVELOPMENT

004393	AMERICAN ELECTRIC POWER	MIS AEP BILLS	47.16
160042	WEATHERFORD, DAVID L	SSDA-VISION 2025	902.00
	ECONOMIC DEVELOPMENT ADMINISTRATION TOTAL		949.16

GRAND TOTAL FOR FUND	\$949.16
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440 STREET IMPROVEMENT FUND

STREET

090153	CRAIG & KEITHLINE INC	MAIN ST IMPROVEMENTS	3,429.95
160172	KEITHLINE ENGINEERING GROUP PLLC	BRIDGE NBI-WHISPERING CRE	5,872.67
161219	LANDPLAN CONSULTANTS INC	PREPARE FIN TAP APP F/SUB	771.25
	STREET STREET MAINTENANCE TOTAL		10,073.87

GRAND TOTAL FOR FUND	\$10,073.87
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460 STORMWATER CAP IMPR FUND

STORM WATER

160520	MESHEK & ASSOCIATES PLC	10TH STR CULVERT REPLACMN	590.00
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**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

07/25/2016

STORM WATER MAINTENANCE TOTAL

590.00

GRAND TOTAL FOR FUND \$590.00

470 CAPITAL IMPR W & WW FUND

WATER

160544	TETRA TECH INC	WTP FILTER BACKWASH PUMP	327.60
	WATER TREATMENT TOTAL		327.60
140933	DEWBERRY ENGINEERS INC	MCKINLEY HILLS WTR STRGE	875.78
160652	DEWBERRY ENGINEERS INC	COYOTE TRAIL TANK REPLCMN	6,209.34
160743	TANK INDUSTRY CONSULTANTS	PRUE RD STNDPIPE REHAB DE	1,910.00
141648	TANK INDUSTRY CONSULTANTS	161ST CONSTR INSPECTION	3,450.00
160743	TANK INDUSTRY CONSULTANTS	PRUE RD STANDPIPE REHAB D	1,565.00
151404	TOTAL RADIO INC	COYOTE TRAIL & HWY 97	5,520.00
	WATER WATER MAINT & OPERATIONS TOTAL		19,530.12

WASTEWATER

161320	EVANS ENTERPRISES INC	YEOMAN PUMP	2,395.00
161329	INTERSTATE ELECTRIC INC	AVERY #2 YEOMANS 60HP PUM	9,074.00
161170	MCGUIRE BROTHERS CONSTRUCTION INC	ROLLING OAKS & RAY BROWN	27,416.05
	WASTEWATER MAINTENANCE & OPERATIONS TOTAL		38,885.05
004315	BANK OF AMERICA	DMI DELL HIGHER EDUC	1,043.10
160709	SCHUERMANN ENTERPRISES INC	UPGRADE MAIN SCADA CTRL P	24,000.00
160983	SCHUERMANN ENTERPRISES INC	UPGRADE HDWRKS MOD PUMP	5,800.00
161297	WALTERS MORGAN CONSTRUCTION INC	WWTP IMPROVEMENTS	253,813.95
	WASTEWATER TREATMENT TOTAL		284,657.05

GRAND TOTAL FOR FUND \$343,399.82

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

07/25/2016

540 VISION 2025

PARKS & RECREATION

160781	STUDIO 45 ARCHITECTS PLLC	RVR CTY PRK & SS EXPRWY C	34,500.00
	PARKS & RECREATION MAINTENANCE TOTAL		34,500.00

GRAND TOTAL FOR FUND	\$34,500.00
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550 PUB SAFETY CAP IMPR FUND

POLICE

004338	BANK OF AMERICA	AMAZON MKTPLACE PMTS	2,609.40
004340	BANK OF AMERICA	MARKERTEK VIDEO SUPPLY	2,509.80
004342	BANK OF AMERICA	MARKERTEK VIDEO SUPPLY	780.00
161216	GREAT PLAINS RESOURCE	LOBBYGUARD OPTIO PURCHASE	95,350.00
161345	PAM DISTRIBUTORS	ANALOG CAMERA, BRACKES	16,513.54
161345	PAM DISTRIBUTORS	MOTHER BOARD & VIDEO EQUIP	717.64
161345	PAM DISTRIBUTORS	MOTHER BOARD & VIDEO EQUIP	11,786.60
161345	PAM DISTRIBUTORS	STATION PTZ CAMERA	15,900.00
	POLICE ADMINISTRATION/PATROL TOTAL		146,166.98

GRAND TOTAL FOR FUND	\$146,166.98
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GRAND TOTAL	\$778,728.97
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**CITY OF SAND SPRINGS
CITY COUNCIL BILLS
WIRE TRANSFERS**

07/25/2016

FUND 210 General Fund

6/24/2016 JE2017	Prepaid Flex Benefits	\$ 1,151.73
6/24/2016 JE2048	Child Supp Pmt Bi-wkly p/d 6/24/16	696.35
6/24/2016 JE2048	Child Supp Pmt Bi-wkly p/d 6/24/16	147.29
6/24/2016 JE2050	Payroll p/d 6/24/16 Fire & Police	107,382.68
6/24/2016 JE2051	Payroll p/d 6/24/16 General	53,623.55
6/24/2016 JE2052	Nationwide p/d 6/24/16	434.98
6/24/2016 JE2052	Nationwide p/d 6/24/16	3,330.00
6/24/2016 JE2053	ICMA Roth p/d 6/24/16	170.00
6/24/2016 JE2054	ICMA p/d 6/24/16	221.08
6/24/2016 JE2055	OMRF p/d 6/24/16	14,083.52
6/24/2016 JE2055	OMRF p/d 6/24/16	400.92
6/24/2016 JE2057	State Tax p/d 6/24/16 Fire & Police	5,007.90
6/24/2016 JE2058	State Tax p/d 6/24/16 General	1,931.81
6/24/2016 JE2060	Federal Tax p/d 6/24/16 Fire & Police	29,611.05
6/24/2016 JE2061	Federal Tax p/d 6/24/16 General	19,293.13
6/28/2016 JE2062	Record Rock Fire Wire Pmt 5/27 thru 6/27	1,338.50
6/29/2016 JE2063	Aflac-June Premium	1,164.90
6/30/2016 JE2064	Prepaid Flex Benefits	195.66
6/30/2016 JE2158	CC Fees-AMS-June	166.28
6/30/2016 JE2167	Acct Analysis Serv Chg June	1,678.70
7/1/2016 JE1	Delta Dental-July Prem	7,209.92
7/1/2016 JE2	Life-July Premium	4,201.01
7/1/2016 JE5	Suntrust Pumper Lease Acct 405578-July	5,746.59
7/6/2016 JE10	Prepaid Flex Benefits	1,242.99
7/7/2016 JE31	Vision-July Premium	937.72
7/8/2016 JE25	Health Premium-July	118,608.26
7/8/2016 JE2119	State Tax p/d 7/8/16 Fire & Police	5,294.83
7/8/2016 JE2120	State Tax p/d 7/8/16 General	2,323.96
7/8/2016 JE2122	Federal Tax p/d 7/8/16 Fire & Police	30,885.57
7/8/2016 JE2123	Federal Tax p/d 7/8/16 General	19,170.21
7/8/2016 JE2124	Child Supp Pmt Bi-wkly p/d 7/8/16	696.35
7/8/2016 JE2124	Child Supp Pmt Bi-wkly p/d 7/8/16	147.29
7/8/2016 JE2125	Payroll p/d 7/8/16 General	53,148.26
7/8/2016 JE2126	Payroll p/d 7/8/16 Fire & Police	112,608.97
7/8/2016 JE2128	Nationwide p/d 7/8/16	434.98
7/8/2016 JE2128	Nationwide p/d 7/8/16	3,330.00
7/8/2016 JE2129	ICMA p/d 7/8/16	222.13
7/8/2016 JE2130	ICMA Roth p/d 7/8/16	170.00
7/8/2016 JE2131	OMRF p/d 7/8/16	14,210.03
7/8/2016 JE2131	OMRF p/d 7/8/16	400.92
7/13/2016 JE35	Suntrust Pumper Lease Acct 405578-August	5,746.59

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS
WIRE TRANSFERS**

07/25/2016

FUND TOTAL	\$	628,766.61
GRAND TOTAL	\$	628,766.61

Janice Almy

From: Elizabeth A. Gray
Sent: Wednesday, June 29, 2016 8:24 AM
To: Janice Almy
Subject: FW: Alert Neighbor Program

City correspondence for agenda

-----Original Message-----

From: Mike Carter
Sent: Tuesday, June 28, 2016 5:04 PM
To: Elizabeth A. Gray
Subject: FW: Alert Neighbor Program

This is a message that I was copied on that was sent to Councilman Nollan. Our guys caught a burglary suspect after a call by an alert neighbor on ~~Rolling Oaks~~. Just FYI.

Oak Ridge Drive

-----Original Message-----

From: chiefcallahan@cox.net [<mailto:chiefcallahan@cox.net>]
Sent: Tuesday, June 28, 2016 3:33 PM
To: philnollan@cox.net
Cc: Mike Carter
Subject: Alert Neighbor Program

Think our Alert Neighbor Program is working?? Couldn't be happier. Our neighbors are paying attention and the Sand Springs police response time was nearly unbelievable!
Mike



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

June 20, 2016

Ms. Elizabeth A. Grey, City Manager
City of Sand Springs
P.O. Box 338
Sand Springs, Oklahoma 74063

Re: Permit No. SL000072160435
Action General Sanitary Sewer Line Extension
Facility No. S-20457

Dear Ms. Grey:

Enclosed is Permit No. SL000072160435 for the construction of 258 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the City of Sand Springs, Tulsa County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on June 20, 2016. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Sand Springs, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

Qusay R. Kabariti, P.E.
Construction Permit Section
Water Quality Division

QRK/RC/ag

Enclosure

c: Rick Austin, Regional Manager, DEQ
REGIONAL OFFICE AT TULSA
Barrick Scott Rosenbaum, P.E., Cowan Group Engineering





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000072160435

SEWER LINES

FACILITY No. 20457

PERMIT TO CONSTRUCT

June 20, 2016

Pursuant to O.S. 27A 2-6-304, the City of Sand Springs is hereby granted this Tier I Permit to construct 258 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the City of Sand Springs, located in Section 27, T-19-N, R-11-E, Tulsa County, Oklahoma, in accordance with the plans approved June 20, 2016.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000072160435

SEWER LINES

FACILITY No. 20457

PERMIT TO CONSTRUCT

- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 13) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000072160435

SEWER LINES

FACILITY No. 20457

PERMIT TO CONSTRUCT

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

A handwritten signature in black ink, appearing to read "Rocky Chen", is written over a horizontal line.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

CRK





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

June 21, 2016

Ms. Elizabeth A. Grey, City Manager
City of Sand Springs
P.O. Box 338
Sand Springs, Oklahoma 74063

Re: Permit No. SL000072160439
El Maguey Restaurant in River West Addition 3
Facility No. 20457

Dear Ms. Grey:

Enclosed is Permit No. SL000072160439 for the construction of 50 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the El Maguey Restaurant in River West Addition 3, Tulsa County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on June 21, 2016. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Sand Springs, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in black ink that reads 'Qusay R. Kabariti'.

Qusay R. Kabariti, P.E.
Construction Permit Section
Water Quality Division

QRK/RC/ag

Enclosure

c: Rick Austin, Regional Manager, DEQ
REGIONAL OFFICE AT TULSA
Malek E. Elkhoury, P.E., Khoury Engineering, Inc.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000072160439

SEWER LINES

FACILITY No. 20457

PERMIT TO CONSTRUCT

June 21, 2016

Pursuant to O.S. 27A 2-6-304, the City of Sand Springs is hereby granted this Tier I Permit to construct 50 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the El Maguey Restaurant in River West Addition 3, located in Section 11, T-19-N, R-11-E, Tulsa County, Oklahoma, in accordance with the plans approved June 21, 2016.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000072160439

SEWER LINES

FACILITY No. 20457

PERMIT TO CONSTRUCT

- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 13) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000072160439

SEWER LINES

FACILITY No. 20457

PERMIT TO CONSTRUCT

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

A handwritten signature in black ink, appearing to read 'Rocky Chen', is written over a horizontal line.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

Q.R.K.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

July 8, 2016

Mr. Rocky Rogers, City Manager
City of Sand Springs
P.O. Box 338
Sand Springs, Oklahoma 74063

Re: Permit No. SL000072160485
Same Day Auto Repair Sanitary Sewer Line Extension
Facility No. S-20457

Dear Mr. Rogers:

Enclosed is Permit No. SL000072160485 for the construction of 231 linear feet of eight (8) inch PVC sanitary sewer line extension to serve the Same Day Auto Repair, Tulsa County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on July 8, 2016. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Sand Springs, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,


Qusay R. Kabariti, P.E.
Construction Permit Section
Water Quality Division

QRK/RC/ag

Enclosure

c: Rick Austin, Regional Manager, DEQ
REGIONAL OFFICE AT TULSA
Nicole Watts, P.E., Kinslow, Keith & Todd Inc.





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PERMIT No. SL000072160485

SEWER LINES

FACILITY No. S-20457

PERMIT TO CONSTRUCT

July 8, 2016

Pursuant to O.S. 27A 2-6-304, the City of Sand Springs is hereby granted this Tier I Permit to construct 231 linear feet of eight (8) inch PVC sanitary sewer line extension to serve the Same Day Auto Repair, located in Section 11, T-19-N, R-11-E, Tulsa County, Oklahoma, in accordance with the plans approved July 8, 2016.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.





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- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 13) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).





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Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

A handwritten signature in black ink, appearing to read 'Rocky Chen', is written over a horizontal line.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

Q.R.K.

