

MEETING NOTICE AND AGENDA

Sand Springs City Council
August 22, 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 Councilwoman Dixon.

4. **Pledge of Allegiance**

Pledge of Allegiance will be provided by Councilman Jackson.

5. **Presentation(s)**

A) **United Way Campaign**

Brian Carr, with Tulsa Area United Way, will provide a brief presentation regarding the 2017 United Way Campaign. (Requested by: Councilman Jackson)

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

B) **AEP/PSO Recognition**

Mayor Burdge will recognize AEP/PSO employees for their recent volunteer work in removing/replacing netting at the Sand Springs Canyons at Blackjack Ridge Golf Course. (Administration)

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

6. Consent Agenda (A-F)

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 July 25, 2016 regular City Council meeting. (Administration)
- B) Approval of the monthly Transfers of Funds. (Finance)
- C) Approval of payment of the FY2017 subsidy in the amount of \$270,150, with payments to be made quarterly in the amount of \$67,537.50, for Emergency Medical Services provided by EMSA. (Fire)
- D) Approval of proposed Amendment No. 3 to the McKinley Hills Water Storage Capacity Evaluation professional engineering services agreement with Dewberry Engineers, Inc. for engineering services associated with the McKinley Hills South Tank replacement project. (Engineering)
- E) Acceptance (final) of Bid No. 1025 – Splashpads and Playgrounds as constructed by Rick Scott Construction and authorization to make final pay application. (Parks)
- F) Acceptance (final) of Bid No. 1028 – Sand Springs Cultural and Historical Museum Exterior Rehabilitation project as contracted by Voy Construction. (Parks)

Motion _____ Second _____

7. Appointments

- A) 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 _____

B) 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 _____

8. 2017 Calendar Year Schedule of Regular Meetings of the Sand Springs City Council

Council may consider approval of the times and dates of regular Sand Springs City Council meetings for the 2017 calendar year. (Presented by: Janice L. Almy, City Clerk)

Motion _____ Second _____

9. Amendment to Resolution No. 16-30

A) Amendment to Resolution No. 16-30

Staff recommends direction from Council concerning the requested amendment to Resolution No. 16-30 concerning participation in and payment of public funds for JA (Junior Achievement) Biztown. (Requested by: Councilman Jackson)

Motion _____ Second _____

B) Supplemental Appropriation

As a result of action on Agenda Item 9A, Council may consider approval of a Supplemental Appropriation in the General Fund for an increase of \$3,625 in the Economic Development budget and a decrease in the Hotel/Motel Tax reserve of \$3,625 for participation in and payment of public funds for JA (Junior Achievement) Biztown. (Requested by: Councilman Jackson)

Motion _____ Second _____

10. Resolution No. 17-03 – Affirming Dilapidation Public Nuisance

Council may consider approval of Resolution No. 17-03, a resolution affirming dilapidation public nuisance administrative hearing findings and authorization for the bringing of any action necessary in District Court. (Presented by: Andrew Templeton, Code Enforcement Manager)

Motion _____ Second _____

11. Ordinance No. 1288 – Rezoning SSZ-486

Council may consider approval of Ordinance No. 1288, an ordinance amending the zoning map of the City of Sand Springs, Oklahoma, rezoning from RS-3 (Residential Single-Family) to RS-4 (Residential Single-Family) unplatted property located in Section 34, Township 19 North, Range 11 East, Tulsa County, City of Sand Springs, Oklahoma, in Ward Boundary District 4, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an effective date. (Presented by: Brad Bates, City Planner)

Motion _____ Second _____

12. Ordinance No. 1289 – Alarms

Council may consider approval of Ordinance No. 1289, an ordinance relating to Title 8, Health and Safety; creating a new Chapter 08.60 entitled Alarms; creating a new Section 08.60.010 entitled Audible Alarm Duration; creating a new Section 08.60.020 entitled Silencing of Fire Alarms in Establishments Open to the Public; creating a new Section 08.60.030 entitled Excessive False Intrusion, Hold-Up, Panic or Fire Alarms Prohibited; of the Code of Ordinances of the City of Sand Springs, Oklahoma, and declaring an effective date. (Presented by: Michael S. Carter, Police Chief)

Motion _____ Second _____

13. Dewberry Architects, Inc. – Public Safety Facility

Council may consider approval of a contract with Dewberry Architects, Inc. for design of the new public safety facility. (Presented by: Michael S. Carter, Police Chief)

Motion _____ Second _____

14. Resolution No. 17-02 – Vision 2025 Case Community Park and Sand Springs Highway Corridor Capital Improvement Projects

Council may consider approval of Resolution No. 17-02, a resolution related to park funding; park leases; park improvements, approving and rejecting the award of bids for the identified components and future components, authorizing an award of contract for guaranteed maximum price contracts, executing interlocal agreement with Tulsa County Board of Commissioners, authorizing payments and project budget transfers, and authorizing the signature of all related documents. (Presented by: Grant Gerondale, Parks Director)

Motion _____ Second _____

15. Correspondence

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

- A) Regular monthly bills. (Finance)

16. 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: 09/03, 10/10, 11/05, 12/03/16
- 2) Labor Day Holiday: City Offices Closed: 09/05/16
- 3) CASEtime Movie Night: 09/09, 10/14, 11/11, 12/09/16
- 4) KAF Hike Days: 09/10/16
- 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

17. Recess City Council Meeting

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

18. Reconvene Council Meeting

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

19. 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, in accordance with O.S. Title 25, Section 307(B)(3). (Administration)

Motion _____ Second _____

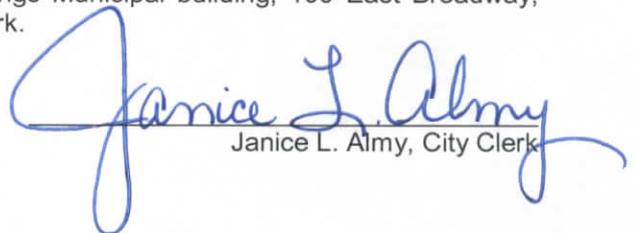
B) Mayor Burdge will reconvene the City council meeting following the Executive Session. (Administration)

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

Motion _____ Second _____

20. **Adjournment** Time _____

This agenda was filed in the office of the City Clerk and posted at 2:00 pm on August 18, 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

Janice Almy

From: Elizabeth A. Gray
Sent: Tuesday, August 02, 2016 3:51 PM
To: Janice Almy
Subject: FW: Sand Springs United Way Update

Agenda item

-----Original Message-----

From: Brian Carr [<mailto:bcarr@tauw.org>]
Sent: Tuesday, August 02, 2016 12:18 PM
To: Sand Springs City Council - Ward 6
Cc: Elizabeth A. Gray
Subject: RE: Sand Springs United Way Update

5 minutes is plenty of time.

Thank you!

Brian A. Carr
Tulsa Area United Way
918.295.6636 office 918.902-8864 cell

-----Original Message-----

From: Sand Springs City Council - Ward 6 [<mailto:ssward6@sandspringsok.org>]
Sent: Tuesday, August 02, 2016 12:03 PM
To: Brian Carr <bcarr@tauw.org>
Cc: Elizabeth A. Gray <eagrays@sandspringsok.org>
Subject: Re: Sand Springs United Way Update

Brian,

I have copied Elizabeth Gray our City Manager to assist with upcoming City Council dates. Do you feel 5 minutes will work for presentation?

In Service,

Brian

Sent from my iPhone

On Aug 2, 2016, at 11:39 AM, Brian Carr <bcarr@tauw.org<<mailto:bcarr@tauw.org>>> wrote:

Brian,

Steve mentioned that you are interested in having someone come to at an upcoming City Council meeting and speak about the City of Sand Spring's United Way campaign.

I would be more than happy to set that up for you.

Brian A. Carr
Tulsa Area United Way
Campaign Account Manager
918.295.6636 office 918.582.5588 fax
918.902-8864 cell
<image001.png><<http://www.tauw.org/tauw/default.asp>>

-----Original Message-----

From: Sand Springs City Council - Ward 6 [<mailto:ssward6@sandspringsok.org>]
Sent: Friday, July 29, 2016 9:46 AM
To: Steve Sumrall <ssumrall@tauw.org<<mailto:ssumrall@tauw.org>>>
Cc: Brian Carr <bcarr@tauw.org<<mailto:bcarr@tauw.org>>>
Subject: Re: Sand Springs United Way Update

You are most welcome!

Brian

Sent from my iPhone

> On Jul 29, 2016, at 9:39 AM, Steve Sumrall <ssumrall@tauw.org<<mailto:ssumrall@tauw.org>>>
> wrote:

> Brian,

> Thank you for your leadership to get our message out to the Council! I've attached a PDF
> that details some of the investments that TAUW made in Sand Springs last year.

>

> I'm copying Brian Carr, my colleague, who is in charge of the Sand Springs campaign. He
> will work with Elizabeth to put together a presentation sometime during the coming campaign
> season.

>

> We really appreciate your help!

> Steve

>

> Steve Sumrall

> Senior Account Executive
> 1430 So. Boulder
> Tulsa, OK 74119
>
> ssumrall@tauw.org<<mailto:ssumrall@tauw.org>>
> 918.295.6629 office 918.521.1249 cell 918.582.5588 fax
>
>
> www.tauw.org<<http://www.tauw.org>>

> -----Original Message-----

> From: Sand Springs City Council - Ward 6 [<mailto:ssward6@sandspringsok.org>]
> Sent: Friday, July 29, 2016 9:22 AM
> To: Elizabeth A. Gray <eagrays@sandspringsok.org<<mailto:eagrays@sandspringsok.org>>>
> Cc: Steve Sumrall <ssumrall@tauw.org<<mailto:ssumrall@tauw.org>>>
> Subject: Sand Springs United Way Update

> Elizabeth,

> Good morning. Yesterday, at the Congressional forum I spoke with Steve Sumrall of Tulsa Area United Way whom I have copied to this email. Steve offered to help coordinate a brief 5min informational presentation to our Council over the six SS organizations supported by UW. Since City employees participate I think it would be useful information along with possible invitation to each of the six SS organizations supported.

> In Service,

> Brian

> Sent from my iPhone

> <SandSpringsGDSR.pdf>

From: Brian Talley
Sent: Monday, August 15, 2016 1:21 PM
To: Janice Almy
Subject: FW: Golf nets

And don't forget the sender Kevin Brisbin and whomever Mrs Grey would like to honor.

From: Kevin Brisbin [<mailto:ktbrisbin@aep.com>]
Sent: Tuesday, July 05, 2016 2:49 PM
To: Brian Talley
Subject: RE: Golf nets

Blake Little
Jake Kinman
James Cooke
Ben Bryan
Chuck Bunch
Joe Chambers

From: Brian Talley [<mailto:bctalle@sandspringsok.org>]
Sent: Tuesday, July 05, 2016 2:37 PM
To: Kevin Brisbin
Subject: RE: Golf nets

This is an EXTERNAL email. STOP. THINK before you CLICK links or OPEN attachments.

I would like to thank you and the guys for the great work they did at the golf course on the nets. We can't express the how much it helps in our quest to produce a product for our community. I would like to get the names of the employees that participated in the project so that council can show some recognition for everyone's efforts. If you could help me with that I will get them to my city manager. If there is ever anything we can do to help in the future please don't hesitate to call. Thanks again you guys are great.

**MINUTES
Sand Springs City Council
Regular Meeting
July 25, 2016 – 7:00 p.m.
Sand Springs Municipal Building
100 East Broadway – Room #203
Sand Springs, Oklahoma 74063**

MEMBERS PRESENT: Mayor Mike Burdge (4-0)
Vice Mayor John Fothergill (4-0)
Councilman Patty Dixon (3-1)
Councilman Beau Wilson (4-0)
Councilman Brian Jackson (4-0)
Councilman Jim Spoon (4-0)

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

ABSENT: Councilman Phil Nollan (3-1)

The Sand Springs City Council met in regular session on July 25, 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 July 21, 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, no response.

It was noted for the records that Councilman Nollan was absent from said meeting.

3. Invocation

Following Roll Call, Councilman Jackson provided the invocation.

4. Pledge of Allegiance

Mayor Burdge led the Pledge of Allegiance.

5. Presentation(s)**A) Policing Plan 2016**

Police Chief Michael S. Carter provided a presentation regarding the Policing Plan 2016.

Discussion was held in regards to the Policing Plan 2016.

Phyllis Cole, 711 Greenview Circle, expressed appreciation of Chief Carter and the Policing Plan.

6. Consent Agenda (A-U)

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.

Councilman woman Dixon questioned whether or not Reasor's, Consent Agenda Item 6-E, discloses the number of employees that live in Sand Springs. It was noted that staff was not aware of this type of statics.

Councilwoman Dixon then requested Consent Agenda Item 6-Q be considered separately.

There being no other questions or requests, Mayor Burdge requested a motion regarding Consent Agenda 6A through 6P and 6R through 6U.

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

A) The minutes of the June 27, 2016 regular City Council meeting.

B) The monthly Transfers of Funds.

C) 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.

D) A renewal of the lease-purchase agreements for the Fiscal Year Ending June 30, 2017 for 1) Fire Vehicles 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.

E) 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.

F) The FY17 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.

G) An annual contract renewal with Sungard Public Sector, Inc. for financial software package.

H) 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.

I) 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.

J) The acceptance of the North McKinley Hills Water Storage Tank project – Bid No. 1019 as constructed by Circle P. Welding, Inc.

K) 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.

L) The acceptance of the Coyote Trail Water Standpipe project – Bid No. 1033 as constructed by Circle P. Welding, Inc.

M) 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.

N) 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.

O) Change Order No. 4 (Reconciliatory) to the Agreement with Dunham's Asphalt Services, Inc. for a net increase in the contract amount of \$6,707.90 and an increase in the contract time of 200 calendar days for the River West Addition No. 3 project – Bid No. 1020.

P) The acceptance of the River West Addition No. 3 project – Bid No. 1020, as constructed by Dunham's Asphalt Services, Inc.

R) The Sodexo Transportation Agreement for FY17 and authorization for the Mayor to sign said Agreement.

S) 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.

T) The Sodexo Site Agreement for FY17 and authorization for the Mayor to sign said Agreement.

U) 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.

Mayor Burdge called for the vote recorded as follows:

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

The motion carried 6-0-0.

Q) Councilwoman Dixon expressed concerns with the recent leaks at the Sand Springs Cultural and Historical Museum and requested this item be passed until such time that the leak issue could be resolved.

Following discussion, Mayor Burdge passed Consent Agenda Item No. 6Q.

7. Appointments

A) Sand Springs Board of Adjustment

1. Mayor Burdge informed Council of the appointment of a representative to serve an unexpired term to May 2019 on the Board of Adjustment.

A motion was made by Mayor Burdge and seconded by Councilman Wilson that Randy Beesley be reappointed as a representative to serve an unexpired term to May 2019 on the Board of Adjustment.

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.

The motion carried 6-0-0.

2. Mayor Burdge informed Council of the appointment of a representative to serve an unexpired term to May 2019 on the Board of Adjustment.

A motion was made by Mayor Burdge and seconded by Vice Mayor Fothergill that Dennis Currington be reappointed as a representative to serve an unexpired term to May 2019 on the Board of Adjustment.

Mayor Burdge called for the vote recorded as follows:

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

The motion carried 6-0-0.

B) Sand Springs Development Authority

Mayor Burdge informed Council of the appointment of a representative to serve a three (3) year term to July 2019 on the Sand Springs Development Authority.

A motion was made by Mayor Burdge and seconded by Councilman Wilson that Robert "Chris" Autrey be reappointed as a representative to serve a three (3) year term to July 2019 on the Sand Springs Development Authority.

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.

The motion carried 6-0-0.

C) Sand Springs Park Advisory Board

Councilman Wilson informed Council that the appointment of a Ward Five (5) representative to serve an unexpired term to May 2018 on the Sand Springs Park Advisory Board would be passed at this time.

D) Sand Springs Planning Commission

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

E) Sand Springs Personnel Board

Mayor Burdge informed Council that the appointment of a representative to serve a five (5) year term to May 2021 on the Sand Springs Personnel Board would be passed at this time.

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

Vernon Smith, Infrastructure Planning Administrator, requested Council's approval of the Agreement with the Metropolitan Environmental Trust (The M.e.t.) for the Provision of Recycling Services during Fiscal Year 2016-2017.

Vernon Smith, Infrastructure Planning Administrator, provided a brief overview of the proposed M.e.t. Recycling Services for FY2017.

Following discussion, a motion was made by Councilman Wilson and seconded by Councilwoman Dixon that the requested approval of the Agreement with the Metropolitan Environmental Trust (The M.e.t.) for the Provision of Recycling Servicing during Fiscal Year 2016-2017, 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/

The motion carried 6-0-0.

9. 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.

10. Correspondence

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

A) Regular monthly bills.

B) An email, dated June 29, 2016, regarding the "Alert Neighbors" program (Oak Ridge Drive).

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, was attached in the addendum to be noted in the minutes of the regular City Council meeting, after which it will become a matter of permanent record as required by the Department of Environmental Quality.

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, was attached in the addendum to be noted in the minutes of the regular City Council meeting, after which it will become a matter of permanent record as required by the Department of Environmental Quality.

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, was attached in the addendum to be noted in the minutes of the regular City Council meeting, after which it will become a matter of permanent record as required by the Department of Environmental Quality.

11. City Manager's and Council Members Report

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: 11/24-25/16
- 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

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

- 1) Submittal of three (3) Innovation Award Applications for consideration at the Annual OML Conference.
- 2) Expressed appreciation of the various volunteers that assisted with the Animal Shelter, Golf Nets and Keystone Ancient Forest.

Councilwoman Dixon informed Council of the upcoming Museum Annual Meeting to be held on August 13.

Councilwoman Dixon informed Council of a fund raising event for Community Theater to be held on October 29.

Mayor Burdge informed Council of the OneVoice Summit to be held on September 1; the annual OML Conference to be held September 13-15 in Oklahoma City; and that Vice Mayor Fothergill was appointed to the OML Board of Directors.

Councilman Jackson reported a new "fire-themed" ride was installed at Silver Dollar City in Branson and as a part of the ride, a display board is available for Fire Department Patches. A Sand Springs patch is being submitted to help promote Sand Springs.

12. Recess City Council Meeting

Mayor Burdge recessed the Council Meeting, to be reconvened following the Municipal Authority Meeting at the noted time of 8:14 pm.

13. Reconvene Council Meeting

Mayor Burdge reconvened the City Council Meeting at the noted time of 8:17 pm.

14. 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).

A motion was made by Vice Mayor Fothergill and seconded by Councilman Wilson 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).

Mayor Burdge called for the vote recorded as follows:

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/

The motion carried 6-0-0.

Mayor Burdge, Vice Mayor Fothergill, Councilman Jackson, Councilman Dixon, Councilman Spoon, Councilman Wilson, City Manager Elizabeth Gray and City Attorney David Weatherford retired into Executive Session at the noted time of 8:19 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).

B) Following the Executive Session, Mayor Burdge reconvened the Council Meeting at the noted time of 8:53 pm.

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

15. Adjournment

There being no other discussion, the meeting adjourned at the noted time of 8:54 pm.

Janice L. Almy, City Clerk

DRAFT

**CITY OF SAND SPRINGS
MONTHLY TRANSFERS
August, 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		\$ 386,640	\$ 777,754
TO: Mun Auth Water Utility Fund		3,085,195	257,760	518,503
Street Impr Fund		1,542,598	128,880	259,251
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		\$ 398,595	\$ 399,595
TO: General Short Term Capital Fund(E911)		12,000	1,000	2,000
Tax Increment District Fund		750,000	397,595	397,595
FROM: Sinking Fund (Interest)	\$ 1,500		\$ -	\$ 50
TO: General Fund		1,500	-	50
FROM: Capital Impr W&WW Fund	\$ 800,000		\$ 66,667	\$ 133,333
TO: Mun Auth Water Util Fund		800,000	66,667	133,333



Agenda item # _____

**CITY OF SAND SPRINGS
COUNCIL STAFF REPORT**

MEETING DATE: 8-22-2016

SUBJECT:

EMSA Subsidy

STAFF RECOMMENDATION:

Approve payment of the FY 2017 subsidy in the amount of \$270,150 payments will be made quarterly in the amount of \$67,537.50. This subsidy covers emergency medical services provided by EMSA.

BACKGROUND AND HISTORY:

The FY 2017 EMSA Subsidy of \$270,150 reflects an approximate 17.89% increase over the amount paid in FY 2016, we expected and budgeted for this increase in FY16 however the rate increase never came to fruition. EMSA continues to provide excellent patient care and transport services in conjunction with the Sand Springs Fire Department emergency medical first response system.

BUGETARY IMPACT:

The annual subsidy was budgeted for in the FY17 fire department operating budget.

COMPILED BY: Mike Wood

PRESENTED BY: Mike Wood

Attachments: EMSA Letter



April 18, 2016

Mr. Mike Wood – Fire Chief
P.O. Box 338
Sand Springs, OK 74063

Dear Mr. Wood:

The subsidy for the 2017 fiscal year will be \$270,150 which is a \$41,000 increase over the previous year. The increase is due to general increases in operating costs and the impact of Medicaid cuts on patient receipts. Currently, the Oklahoma legislature is considering a 40% cut in Medicaid funding. If this occurs, an increase in the emergency transport rate would be required.

The amount of the subsidy is a function of the subsidy received from the city of Tulsa based on relative population as reported in the 2010 census.

If you have any questions regarding the above or any other EMSA financial matters, please call me at 918-596-3153 or email torrence@emsa.net.

Sincerely,

Kent Torrence - CFO

EMERGENCY MEDICAL SERVICES AUTHORITY

EMSA: 1817 North Lansing Avenue • Tulsa, Oklahoma 74106-0906 • Phone: 918-596-3153 • Fax: 918-596-3154
OKLAHOMA CITY: 1111 Cassin Drive • Oklahoma City, Oklahoma 73103-2615 • Phone: 405-293-2100 • Fax: 405-293-2101

**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: August 22, 2016**

SUBJECT:

McKinley Hills South Tank Replacement

STAFF RECOMMENDATION:

- 1) Approve the proposed Amendment No. 3 to the McKinley Hills Water Storage Capacity Evaluation professional engineering services agreement with Dewberry Engineers, Inc. for engineering services associated with the McKinley Hills South Tank replacement project.

BACKGROUND AND HISTORY:

On September 10, 2013 the City entered into a contract with Tank Industry Consultants (TIC) to inspect the three (3) east McKinley ground storage tanks. From the inspection report, TIC recommended that it would be more cost effective to replace all three (3) tanks in lieu of rehabilitation. On January 7, 2014 the City entered into a contract with Dewberry Engineers, Inc. to evaluate the City's water storage requirements and options on the replacement of these tanks along with the feasibility of constructing a new 2 million gallon tank north of the West 2 million gallon McKinley Hills tank. Dewberry recommends to demolish the south McKinley tank and construct another tank of the same capacity in the same location. The south tank is a riveted steel tank most likely constructed in the 1950's. Funds to construct the new tank will be requested in the FY 2017-2018 budget.

EXECUTIVE SUMMARY:

Staff has negotiated Amendment #3 to the McKinley Hills Water Storage Capacity Evaluation professional engineering services agreement with Dewberry Engineers, Inc. at a cost-not-to-exceed of \$35,405.00 for design and bidding services for a new 0.45 million gallon south McKinley Hills water tank. City Attorney has reviewed the amendment. This project is funded in the FY 2016 Capital Water & Wastewater fund.

BUGETARY IMPACT:

Total budget of \$35,405.00.

COMPILED BY: Jesse Vaverka **APPROVED BY:**

Attachments: Agreement, budget sheet, location map

AMENDMENT NO. 3

TO

AGREEMENT

for

PROFESSIONAL ENGINEERING SERVICES

for

McKinley Hills Water Storage Capacity Evaluation
PROJECT NUMBER W-1406

THE CITY OF SAND SPRINGS

THIS **AMENDMENT No. 3** to Agreement for Professional Engineering Services, **McKinley Hills Water Storage Capacity Evaluation Project No. W-1406** is made and entered into this _____ day of **August, 2016**, between the City of Sand Springs, a Public Trust of the State of Oklahoma, hereinafter referred to as CITY, and Dewberry Engineers Inc., hereinafter referred to as ENGINEER;

WHEREAS, CITY and ENGINEER entered into an **AGREEMENT** dated **January 7, 2014**; and

WHEREAS, CITY originally authorized ENGINEER to perform Professional Engineering Services only in connection with Phase 1 of the PROJECT as described in Attachment B to the original **AGREEMENT**; and

WHEREAS, CITY and ENGINEER agreed to **AMENDMENT No. 1**, dated **April 14, 2014** to provide Professional Services in connection with Phases 2, 3 and 4 of the Project as described in Attachment B to the original **AGREEMENT**; and

WHEREAS, CITY and ENGINEER agreed to **AMENDMENT No. 2**, dated **June 22, 2015** to provide additional limited Construction Observation services outlined in Phase B.4.2, Attachment B, Scope of Work Professional Services in connection with Phases 2, 3 and 4 of the Project as described in Attachment B to the original **AGREEMENT**; and

WHEREAS, CITY now desires to have Engineer provide Professional Services in connection with **Phases 2 and 3** of the Project for a second new water storage tank as described in Attachment B to the original **AGREEMENT**; and

WHEREAS, ENGINEER is prepared to provide such SERVICES;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to AMEND the **AGREEMENT** as follows:

**ARTICLE I.A
SCOPE OF ENGINEERING SERVICES**

The scope of services to be rendered by the Engineer as a result of this **Amendment No. 3** includes the services defined under Phases 2 and 3 in Attachment B, Scope of Work, to the original AGREEMENT and as described below:

- B.2. Phase 2, Design Services**
- B.3. Phase 3, Bidding Assistance Services**

**ARTICLE II.A
COMPENSATION TO ENGINEER**

The CITY shall pay to the ENGINEER as compensation for the Professional Engineering Services set out in this **Amendment No. 3 for the McKinley Hills Water Storage Capacity Improvements**, a not-to-exceed fee of **Thirty Five Thousand Four Hundred-Five Dollars (\$35,405.00)**. A breakdown fee for each of the required phases is shown below:

1. Phase 2, Design Services	\$30,190.00
2. Phase 3, Bidding Assistance Services	\$ 5,215.00

**ARTICLE III.A
TIME FOR COMPLETION**

The ENGINEER shall complete the services provided under Section B.2, Design Services of Attachment B, Scope of Work within **Seventy Five (75)** days after the date of the Notice to Proceed.

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

(SEAL)
ATTEST:

Dewberry Engineers Inc.

Christina Hiatt
Christina Hiatt, Assistant Secretary

By: Craig S. Swengle
Craig S. Swengle, Associate Vice President

Date: July 26, 2016

(SEAL)
ATTEST: City of Sand Springs, Oklahoma

City Clerk

Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

Amendment 3 Fee Schedule
for
McKinley Hills Water Storage W-1406

Hourly Rates for Services Performed on or after the dated Agreement are:

Project Principal:	\$200/hour
Project Manager:	\$145/hour
Project Engineer Level II:	\$100/hour
Project Engineer Level I:	\$ 80/hour
Senior Structural Engineer:	\$100/hour
Project Structural Engineer:	\$ 90/hour
Senior Electrical Engineer:	\$110/hour
Project Electrical Engineer:	\$ 90/hour
CAD Tech:	\$ 75/hour
Construction Observer (NACE)	\$ 95/hour
Support Staff:	\$ 65/hour
Tech Assistant	\$ 60/hour

SAND SPRINGS, OKLAHOMA
 McKinley Hills South Water Storage Tank

DEWBERRY ENGINEERS INC
 1350 S. BOULDER, SUITE 600
 TULSA, OKLAHOMA 74119

July 27, 2016

TASK	DESCRIPTION	PROJ. PRINC.	PROJ. MGR.	PROJECT ENGR.	STRUCT ENGR.	CAD TECH	CONST. INSPECTOR	ADMN ASST.	TOTAL
PHASE 2- BASIC DESIGN AND ODEQ SUBMITTAL SERVICES									
1	Project Management and Setup		4						\$1,100
2	Project Kickoff Meeting and Site Visit		4					8	\$980
3	Field Survey Coordination								\$180
4	Geotechnical Exploration Coordination			2					\$180
4	Utilities Coordination (i.e. gas, electrical)			2					\$180
5	Development of 65% Preliminary Plans			2					\$180
	Cover Sheet					2			\$160
	General Notes and Legend Sheet		2	2		4			\$980
	Site and Grading Plan Sheet		4	8		8			\$1,940
	Yard Piping Plan Sheet		4	4		8			\$1,380
	Demolition Civil Plan Sheet		2	4		8			\$1,280
	Demolition Electrical Sheet								\$0
	Water Storage Tank Plan and Details		4	12		8			\$2,300
	Water Storage Tank Elevations		4	8		8			\$1,940
	Water Storage Tank Int/outlet and Overflow Pipe Details		2	4	2	8			\$1,490
	Water Storage Tank Sections, Ladder and Manway Details		2	4		8			\$1,290
	Civil Standard Details Sheet 1			4		4			\$680
	Electrical Plan					4			\$320
6	City Review Meeting		2						\$290
7	Temporary Construction Easements		2	2		2			\$630
8	Final Plans (90%)		2	4	1	8			\$1,390
9	City Review Meeting		2						\$290
10	Preliminary Estimate of Probable Construction Cost		4	4	2				\$1,140
11	ODEQ Coordination and Documents Submittal		4	8				8	\$1,820
12	Final Plans (100%)		2	4	1	4			\$1,070
13	QA/QC Review	6							\$1,200
14	Project Manual		16	4	2			8	\$3,400
15	Final Construction Cost Estimate		2	4	2				\$650
	TOTAL HOURS	6	88	86	11	84		24	
	HOURLY RATES	\$200	\$145	\$90	\$100	\$80	\$95	\$65	
	LABOR COSTS	\$ 1,200	\$ 9,860	\$ 7,740	\$ 1,100	\$ 6,720	\$ -	\$ 1,560	\$28,180
16	Other Direct Cost								
	Topographic Surveying (USGS Elevations))								\$1,600
	Reproduction								\$250
	Mileage								\$160
	TOTAL ODC'S								\$2,010
TOTAL COST FOR PHASE 2 DESIGN SERVICES									\$30,190
PHASE 3- BIDDING SERVICES									
1	Provide Clarifications to Contractors		8	4	1			2	\$1,750
2	Prepare and Issue Addendums		2	8	1			2	\$1,240
3	Conduct Pre-Bid and Bid Opening Meetings		8					2	\$1,290
4	Prepare Bid Tabulation and Letter of Recommendation		2	4					\$650
	TOTAL HOURS	0	20	16	2	0		6	
	HOURLY RATES	\$200	\$145	\$80	\$100	\$75	\$95	\$65	
	LABOR COSTS	\$ -	\$ 2,900	\$ 1,280	\$ 200	\$ -	\$ -	\$ 390	\$4,930
5	Other Direct Cost								
	Reproduction								\$225
	Mileage								\$60
	TOTAL ODC'S								\$285
TOTAL COST FOR PHASE 3 BIDDING SERVICES									\$5,215
TOTAL PROJECT COST (Phases 2 and 3)									\$35,405

BUDGET DETAIL- CAPITAL PROJECTS

CAP IMPR WATER & WW FUND

CITY OF SAND SPRINGS
CAPITAL IMPROVEMENT WATER AND WASTEWATER FUND
FY 2017 PROPOSED BUDGET

	BUDGET		ACTUAL		BUDGET		ACTUAL		FY2017 BUDGET REQUESTED
	L-T-D	PRIOR YEARS	CURR YEAR	CURR YEAR	LIFE TO DATE	CURR YEAR	LIFE TO DATE		
Sewer Lift Station Generator Improvements	50,000	\$ -	\$ 50,000	\$ 45,105	\$ 45,105			\$ 45,105	
AMR Equipment for New Water Taps	59,822	24,282	35,540	-	24,282				
Meters for New Water Taps	107,173	52,173	55,000	13,190	65,363				
WTP Improvements	213,310	100,604	112,706	7,809	108,413				
WWTP Improvements	505,601	179,160	326,441	191,419	370,579				
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	-	-	-				
SCADA Upgrades (Water & Wastewater)	174,999	136,876	38,123	-	136,876				
73rd W Ave Water Line	20,000	-	20,000	-	-				
SRWCS One-Way Tank	50,000	-	50,000	-	-				
WWTP Mechanical System Upgrades	31,755	31,755	-	-	31,755				
209th Water BPS Improvement	724,999	681,444	43,555	1,796	683,240				
River West W&WW Construction	-	-	-	-	-				
McKinley Tanks (.5mg tank)	900,000	311	899,689	783,694	784,005				
WWTP Construction	400,000	-	400,000	-	-			784,005	
WWTP Belt Filter Press Upgrade	190,000	-	190,000	23,512	23,512				
South Side Water Control Valve	150,000	-	150,000	121,094	121,094				
WTP Backwash Improvements (800k)	10,000	-	10,000	-	-				
Shell Lake RWCS	150,000	-	150,000	-	-				
WTP Filter Backwash Pumps	100,000	-	100,000	73,200	73,200			1,200,000	
Coyote Trail Standpipe	630,000	-	630,000	493,397	493,397				
Prue Water Tank Rehab	-	-	-	-	-			600,000	
W. McKinley Tank Rehab	-	-	-	-	-			1,300,000	
Hwy 51 Tank Rehab	-	-	-	-	-			300,000	
McKinley South Tank Replacement (\$900k est)	-	-	-	-	-			55,000	
Water Distribution - 137th Water Line	1,552,836	1,391,290	161,546	119,273	1,510,563				
Wastewater Collection	469,384	452,962	16,422	15,250	468,212			70,000	
Fire Hydrant Replacement	496,680	433,811	62,869	42,139	475,950			25,000	
Spring Lake Campus (Rev Bond)	8,866,031	6,860,805	2,205,226	1,487,759	8,148,564				
41st Street Water Tower (Rev Bond)	2,999,999	2,958,404	41,595	-	2,958,404				
WWTP Improvements (Rev Bond)	18,132,725	5,889,625	12,443,100	6,614,486	12,304,111				
Wtr Tanks Inspec/Rehab	2,659,387	1,467,930	1,191,457	767,112	2,235,042				
Cap Project Indirect Cost- Water	113,020	113,020	-	-	113,020				
Cap Project Indirect Cost- Wastewater	130,034	130,034	-	-	130,034				
Total Expenditures	\$ 79,485,258	\$ 58,007,994	\$ 21,477,264	\$ 10,999,862	\$ 69,007,856			\$ 3,700,105	

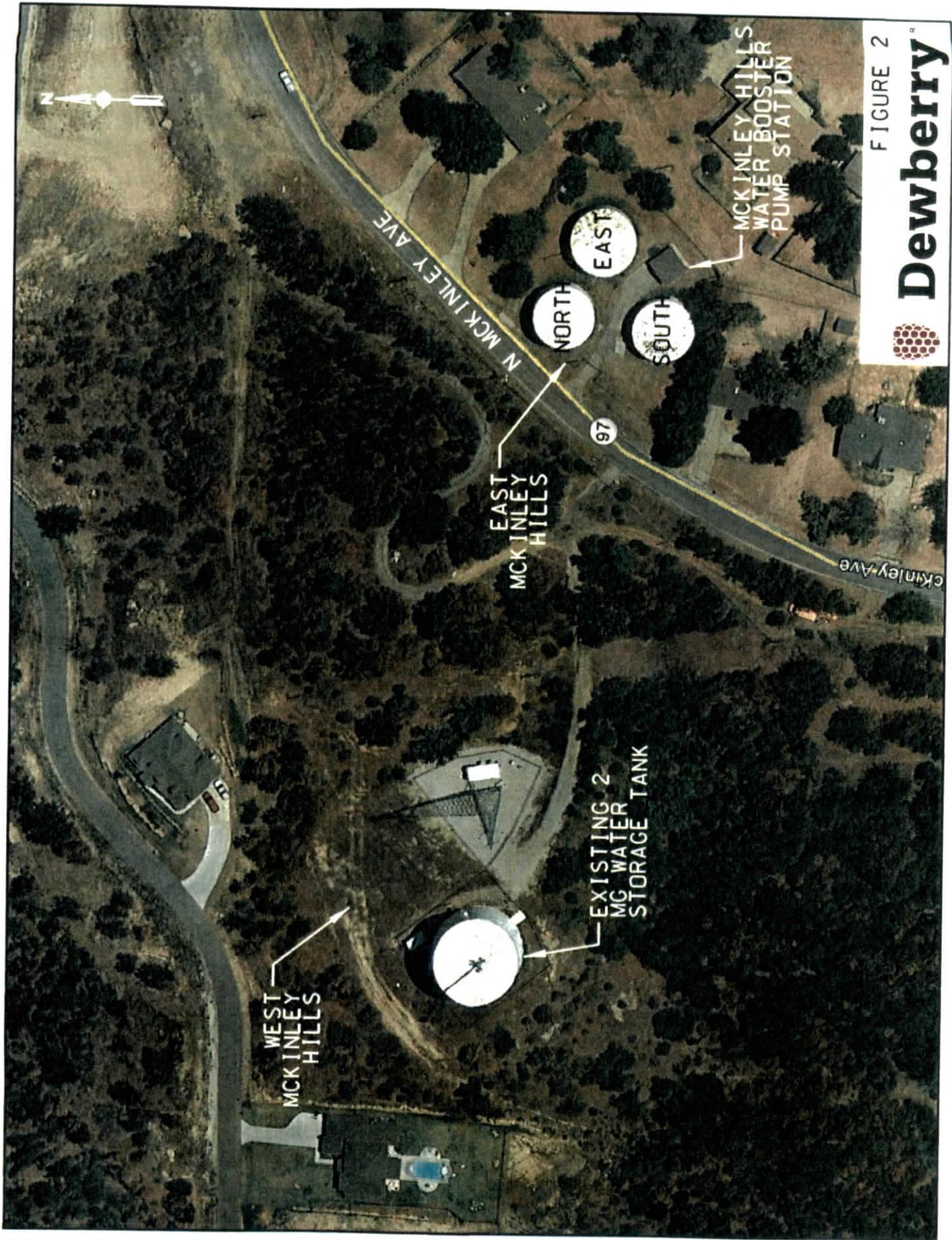


FIGURE 2



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 STAFF REPORT
MEETING DATE: August 22, 2016**

SUBJECT:

Final Acceptance of Bid No. 1025 Splashpads and Playgrounds- Rick Scott Construction

STAFF RECOMMENDATION:

Accept Final Acceptance of work performed on Bid No. 1025 Splashpads and Playgrounds- and authorization to make final pay application

BACKGROUND AND HISTORY:

Rick Scott Construction (RSC) as given notice to proceed in May of 2015. It's been a long journey with near record rainfalls happening within days of project start-up which caused many project delays. Parks staff has worked alongside RSC and design team leaders from Landplan Consultants, Inc. to keep the project moving and complete the work as soon as possible.

A certificate of Substantial Completion was issued on February 2, 2016 with minor deficiencies being worked on and completed this past spring. Following completion of minor concrete joint sealant work just two weeks ago, this project is now complete. Landplan concurs with a statement dated August 15, 2016.

A final pay application of \$53,742.14 (Application for Payment No. 10) is recommended to close out this project.

BUDGETARY IMPACT: Expenditure of \$53,742.14 to Rick Scott Construction (budgeted)

COMPILED BY: Gerondale

PRESENTED BY: Gerondale

ATTACHMENTS:

Landplan Memo on Final Acceptance (August 15, 2016);
Application for Payment No. 10 by Rick Scott Construction



August 15, 2016

Grant Gerondale
Parks Director
1050 W Wekiwa Rd.
Sand Springs, OK 74063
Reference: Prat Civitan and River City Park

Subject: Final Completion

Mr. Gerondale,

After Substantial Completion walkthrough in April, Landplan has determined that all construction efforts have been completed per the Construction Documents. Several warranty items and deficiencies arose at both park locations that were required to be addressed by Rick Scott Construction. Upon completion of warranty and deficiency items and delivery of Close out Documents, both Pratt Civitan and River City parks are complete. Please see attached final Payment for Application in the amount of \$53,742.14.

Sincerely,

A handwritten signature in blue ink, reading "Michael D. Harmon".

Michael D. Harmon
LandPlan Consultants

APPLICATION FOR PAYMENT NO. 10

To: City of Sand Springs
 From: Rick Scott Construction
 Contract: Document 00500 Agreement between Owner and Contractor
 Project: Pratt Civitan River City Park
 Engineer's Project No. 538.00

For Work accomplished through the date of: April 29, 2016

1.	Estimated Contract Price:	\$	1,280,278.63
2.	Net change by Change Orders and Written Amendments (+ or -):	\$	5,670.00
3.	Current Contract Price (1 plus 2):	\$	1,285,948.63
4.	Total completed and stored to date:	\$	1,230,215.23
4a.	Liquidated Damages:	\$	(23,500.00)
4b.	Total Completed minus L.D'S	\$	1,206,715.23
5.	Retainage (per Agreement):		
	5% of completed Work:		
	5% of stored material:		
	Total Retainage:	\$	-
6.	Total completed and stored to date less retainage (4 minus 5):	\$	1,206,715.23
7.	Less previous Application for Payments:	\$	1,152,973.09
8.	DUE THIS APPLICATION (6 MINUS 7):	\$	53,742.14

Accompanying Documentation:

CONTRACTOR'S Certification

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through ___ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated B-10-2016

Rick Scott Construction

CONTRACTOR

By: *Kerith*

State of Oklahoma

County of Osage

Subscribed and sworn to before me this 10th
 day of August 2016

Frank Backof
 Notary Public

My Commission expires: 7-21-2017



Payment of the above AMOUNT DUE THIS APPLICATION is recommended

Dated 8-11-16

LandPlan Consultants, Inc.

ENGINEER

By: *Michael D. Harmon*

Michael Harmon, Associate

ITEM	SCHEDULE OF VALUES AMOUNT	Work this Period		Total to Date		MATERIAL STORED	AMOUNT COMPLETED AND STORED
		QTY	AMOUNT	QTY	AMOUNT		
SITEWORK							
ARTIFICIAL TURF (OVER CONCRETE SLOPE)	\$ 21,854.00	0.0	\$ 21,854.00	0.0	\$ 21,854.00	100%	\$ 1,654.00
ARTIFICIAL TURF (OVER CONCRETE BERMS)	\$ 7,024.00	0.0	\$ 7,024.00	0.0	\$ 7,024.00	100%	\$ 7,024.00
LINE 2 ARTIFICIAL TURF (OVER CONCRETE BERMS)-incomplete or Deficient	\$ (2,500.00)	0.0	\$ (2,500.00)	0.0	\$ (2,500.00)	100%	\$ (2,500.00)
SPLASH PAD (EQUIPMENT AND INSTALL)	\$ 2,501.75	0.0	\$ 2,501.75	1.0	\$ 2,501.75	100%	\$ 2,501.75
PPLU 6 CONCRETE WHEEL STOP PINNED	\$ 2,300.00	0.0	\$ 2,300.00	0.0	\$ 2,300.00	100%	\$ 2,300.00
SLOPING SIDEWALK & CONCRETE WALL	\$ 13,095.00	0.0	\$ 13,095.00	0.0	\$ 13,095.00	100%	\$ 13,095.00
LINE 5 SLOPING SIDEWALK & CONCRETE WALL-incomplete or Deficient	\$ (1,500.00)	0.0	\$ (1,500.00)	0.0	\$ (1,500.00)	100%	\$ (1,500.00)
LOW WATER CROSSING (COMPLETE)	\$ 85,435.00	0.0	\$ 85,435.00	0.0	\$ 85,435.00	100%	\$ 85,435.00
REMOVABLE BOLLARD	\$ 3,645.00	0.0	\$ 3,645.00	0.0	\$ 3,645.00	100%	\$ 3,645.00
GRASSPAVER FIRE ACCESS LANE	\$ 13,830.00	0.0	\$ 13,830.00	0.0	\$ 13,830.00	100%	\$ 13,830.00
LANDSCAPE BOULDERS (MOSSY SANDSTONE)	\$ 4,050.00	0.0	\$ 4,050.00	0.0	\$ 4,050.00	100%	\$ 4,050.00
PPLU SHRUB PLANTING	\$ 1,060.00	0.0	\$ 1,060.00	0.0	\$ 1,060.00	100%	\$ 1,060.00
PPLU TREES	\$ 5,400.00	0.0	\$ 5,400.00	0.0	\$ 5,400.00	100%	\$ 5,400.00
UNCLASSIFIED EXCAVATION	\$ 2,400.00	0.0	\$ 2,400.00	0.0	\$ 2,400.00	100%	\$ 2,400.00
SELECT BORROW	\$ 8,100.00	0.0	\$ 8,100.00	0.0	\$ 8,100.00	100%	\$ 8,100.00
EARTHWORK	\$ 67,500.00	0.0	\$ 67,500.00	0.0	\$ 67,500.00	100%	\$ 67,500.00
TEMPORARY SILT FENCE	\$ 6,084.00	0.0	\$ 6,084.00	1.0	\$ 6,084.00	100%	\$ 6,084.00
SOLID SLAB SODDING	\$ 9,018.00	0.0	\$ 9,018.00	0.0	\$ 9,018.00	100%	\$ 9,018.00
SPRINGING (BERMUDA)	\$ 21,024.00	0.0	\$ 21,024.00	0.0	\$ 21,024.00	100%	\$ 21,024.00
WATERING	\$ 8,040.00	0.0	\$ 8,040.00	0.0	\$ 8,040.00	100%	\$ 8,040.00
FERTILIZING (13-13-13)	\$ 81.00	0.0	\$ 81.00	0.0	\$ 81.00	100%	\$ 81.00
AGGREGATE BASE TYPE A 1/2" GRASSPAVE 21	\$ 11,850.00	0.0	\$ 11,850.00	1.0	\$ 11,850.00	100%	\$ 11,850.00
AGGREGATE BASE TYPE A 1/4" SPLASH PAD	\$ 6,570.00	0.0	\$ 6,570.00	0.2	\$ 6,570.00	100%	\$ 6,570.00
AGG BASE TYPE A 1/4" CONC UNDER TURF SLOPES	\$ 5,700.00	0.0	\$ 5,700.00	0.0	\$ 5,700.00	100%	\$ 5,700.00
AGG BASE TYPE A 1/4" CONC UNDER TURF BERMS	\$ 3,700.00	0.0	\$ 3,700.00	0.0	\$ 3,700.00	100%	\$ 3,700.00
AGG BASE TYPE A 1/4" CONC PLAZA	\$ 1,240.00	0.0	\$ 1,240.00	0.0	\$ 1,240.00	100%	\$ 1,240.00
AGG BASE TYPE A 1/4" HANDICAP PARKING AREA	\$ 6,500.00	0.0	\$ 6,500.00	0.0	\$ 6,500.00	100%	\$ 6,500.00
TYPE 1-A PLAIN R/P R/P (18")	\$ 25,596.00	0.0	\$ 25,596.00	0.0	\$ 25,596.00	100%	\$ 25,596.00
TYPE 1-A FILTER BLANKET	\$ 8,010.00	0.0	\$ 8,010.00	0.0	\$ 8,010.00	100%	\$ 8,010.00
4" CLASS 'A' COLOR CONCRETE (SPLASH ZONE)-incomplete or Deficient	\$ 11,658.00	0.0	\$ 11,658.00	1.0	\$ 11,658.00	100%	\$ 11,658.00
LINE 30 4" CLASS 'A' COLOR CONCRETE (SPLASH ZONE)-incomplete or Deficient	\$ (2,000.00)	0.0	\$ (2,000.00)	0.0	\$ (2,000.00)	100%	\$ (2,000.00)
4" CLASS 'A' GREY CONCRETE (SPLASH PAD)	\$ 18,608.00	0.0	\$ 18,608.00	0.0	\$ 18,608.00	100%	\$ 18,608.00
LINE 31 4" CLASS 'A' GREY CONCRETE (SPLASH PAD)-incomplete or Deficient	\$ (1,500.00)	0.0	\$ (1,500.00)	0.0	\$ (1,500.00)	100%	\$ (1,500.00)
4" CLASS 'A' EXPOSED AGGREGATE CONCRETE (SPLASH PAD)	\$ 4,154.00	0.0	\$ 4,154.00	0.0	\$ 4,154.00	100%	\$ 4,154.00
4" CLASS 'A' CONCRETE SIDEWALK	\$ 24,440.00	0.0	\$ 24,440.00	0.0	\$ 24,440.00	100%	\$ 24,440.00
LINE 33 4" CLASS 'A' CONCRETE SIDEWALK-incomplete or Deficient	\$ (1,000.00)	0.0	\$ (1,000.00)	0.0	\$ (1,000.00)	100%	\$ (1,000.00)
4" CLASS 'A' CONCRETE (ARTIFICIAL TURF BERM)	\$ 2,901.00	0.0	\$ 2,901.00	0.0	\$ 2,901.00	100%	\$ 2,901.00
4" CLASS 'A' CONCRETE (ARTIFICIAL TURF SLOPE)	\$ 8,131.00	0.0	\$ 8,131.00	1.0	\$ 8,131.00	100%	\$ 8,131.00
4" CLASS 'A' CONCRETE PLAZA	\$ 14,570.00	0.0	\$ 14,570.00	0.0	\$ 14,570.00	100%	\$ 14,570.00
4" CLASS 'A' CONCRETE PLAZA	\$ 40,180.00	0.0	\$ 40,180.00	0.0	\$ 40,180.00	100%	\$ 40,180.00
6" CLASS 'A' CONCRETE (FIRE ROAD)	\$ 4,065.00	0.0	\$ 4,065.00	0.0	\$ 4,065.00	100%	\$ 4,065.00
4" CLASS 'A' CONCRETE (HANDICAP PARKING AREA)	\$ 4,720.00	0.0	\$ 4,720.00	0.0	\$ 4,720.00	100%	\$ 4,720.00
6" CONCRETE HEADER CURB (AT TOP OF TURF SLOPE/PLAZA)	\$ 658.00	0.0	\$ 658.00	1.2	\$ 658.00	100%	\$ 658.00
6" CONCRETE HEADER CURB (AT TURF BERMS AND MANIFOLD)	\$ 11,880.00	0.0	\$ 11,880.00	0.0	\$ 11,880.00	100%	\$ 11,880.00
48" RCP PIPE CLASS III	\$ 6,750.00	0.0	\$ 6,750.00	0.0	\$ 6,750.00	100%	\$ 6,750.00
SP END SECTION OF 48" ROUND RCP	\$ 88,050.00	0.0	\$ 88,050.00	0.0	\$ 88,050.00	100%	\$ 88,050.00
8" NON PERFORATED SCHEDULE 40 PVC DRAIN LINE - TRENCHED	\$ 1,850.00	0.0	\$ 1,850.00	1.0	\$ 1,850.00	100%	\$ 1,850.00
PPLU REMOVAL OF EXISTING CONCRETE PAVEMENT	\$ 34,000.00	0.0	\$ 34,000.00	0.0	\$ 34,000.00	100%	\$ 34,000.00
PPLU REMOVAL OF EXISTING 48" CORRUGATED DRAIN PIPE	\$ 8,100.00	0.0	\$ 8,100.00	0.0	\$ 8,100.00	100%	\$ 8,100.00
REMOVAL OF TREES	\$ 1,050.00	0.0	\$ 1,050.00	2.0	\$ 1,050.00	100%	\$ 1,050.00
REMOVAL OF EXISTING FENCE	\$ 12,120.00	0.0	\$ 12,120.00	0.0	\$ 12,120.00	100%	\$ 12,120.00
PIPE RAILING (54" HIGH)	\$ 13,500.00	0.0	\$ 13,500.00	0.0	\$ 13,500.00	100%	\$ 13,500.00
CONSTRUCTION STAKING	\$ 405.00	0.0	\$ 405.00	0.0	\$ 405.00	100%	\$ 405.00
SPLASH PAD RULES SIGN	\$ 405.00	0.0	\$ 405.00	0.0	\$ 405.00	100%	\$ 405.00



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: August 22, 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, although we will continue to research a water leak from what appears to be the roof drain.

Staff, local architect Grady Whitaker (Museum Trust Chair) and several project leaders from GH2 have collectively conducted three "tests" of the drain with differing results. It is unclear at this time if the water leak is a pre-existing (to Voy) condition, or if it falls under Voy's workmanship. Further research is warranted, and there is no need to penalize Voy through withholding payment. Please note the 8.11.16 Post Construction Report by GH2.

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:

Expenditure of \$12,369.00 (budgeted) to Voy Construction

COMPILED BY: Gerondale

PRESENTED BY: Gerondale

ATTACHMENTS:

GH2 Post Construction Report (August 11, 2016); GH2 cover letter (July 20, 2016); Final pay application No. 6 to Voy Construction

Post Construction Report

Project:	Sand Springs Historic Museum Exterior Rehabilitation	Report #:	002
Contractor:	Voy Construction	Project #:	20140029
Date:	August 11, 2016	Time:	10:30 pm
Weather:	Partly Cloudy	Temp:	96°F
Present at Site:	Owner – Grant Gerondale Whitaker Architects – Grady Whitaker GH2 – Michael Hall GH2 – Timothy Herzer GH2 – John T. Heald		
Distribution:	Grant Gerondale, Grady Whitaker, Michael Hall, Timothy Herzer, File		
Reported by:	JTH		

Observations:

1. **Upper Level Roof West Drain – Water Hose Test**
 - a. A water hose was placed inside the drain line and allowed to run for approximately 15 minutes.
 - b. Water did not leak inside the building at this time.
2. **Upper Level Roof West Drain – 4" Pneumatic Test Ball Plug**
 - a. The 4" pneumatic test ball plug was inserted into the roof drain line above the sealing collar and water from the hose was run for approximately 20 minutes.
 - b. The test ball was removed and the water drained quickly from the roof. Water was noted leaking from the same approximate location as originally identified by the Museum Director previously.
3. **Upper Level Roof West Drain – 2" Pneumatic Test Ball Plug**
 - a. The 2" pneumatic test ball plug was inserted into the roof drain line approximately 2" below the sealing collar.
 - b. Water backed above the roof drain holding water on the roof, the water was able to pass by the Plug and drain slowly.
 - c. Water leaked inside the building.

4. **Upper Level Roof West Drain – 2" Pneumatic Test Ball Plug - Second Test**
 - a. The 2" pneumatic test ball plug was inserted into the roof drain line approximately 4" below the sealing collar.
 - b. Water from the hose was able to pass around the inflated Plug but backed up slightly.
 - c. Water did not leak inside the building at this time.
 - d. The Plug popped and another 2" Plug was inserted into the roof drain line approximately 2" below the sealing collar to replicate the first test.
 - e. Water did not leak inside the building at this time.
5. **Upper Level Roof West Drain – 4" Pneumatic Test Ball Plug - Second Test**
 - a. A repeat of the first test was conducted.
 - b. Water did not leak inside the building at this time.
6. **Conclusions**
 - a. The tests conducted did not yield enough information to locate the point of the leak.
 - b. GH2 recommends scoping the drain line to better determine the point of the leak
 - c. GH2 recommends that the final payment to Voy Construction be processed. Voy Construction has a 1 year warranty backed by a bonding company to protect the owner from claims should the Contractor fail to perform.

END OF POST CONSTRUCTION REPORT

Attachments: None

GH2 ARCHITECTS
Design. Service. Solutions.

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
Distribution to:
 Owner
 Cons. 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 ~~-2,817.00~~
3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 285,380 ~~-287,980.00~~
4. TOTAL COMPLETED & STORED TO DATE-\$ 285,380 ~~-287,980.00~~
5. RETAINAGE: (Column G on Continuation Sheet)
 - a. of Completed Work \$ []
 - (Columns D+E on Continuation Sheet)
 - 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 ~~-287,980.00~~
6. TOTAL EARNED LESS RETAINAGE----- \$ 285,380 ~~-287,980.00~~
- (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
 (Line 6 from prior Certificate)----- \$ 273,011.00
8. CURRENT PAYMENT DUE----- \$ 12,369.00 ~~-14,969.00~~
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	
Total approved this Month			-2000.00
TOTALS		\$2,817.00	-2,000.00
NET CHANGES by Change Order			-62,817.00 817.00

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
 (Amount 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: 4/26/16
 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)	J 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										
13										
14										
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28										
SUBTOTALS PAGE 2			285,380.00	285,380.00			285,380.00	100%		
			287,360.00	287,360.00			287,360.00	100%		

CREDIT TO OWNER FOR HVAC
7/19/16

CLAIM OR INVOICE AFFIDAVIT

STATE OF Oklahoma)
) ss.
COUNTY OF Tulsa)

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.

Pol Spencer Managing Member
Contractor or Supplier

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

[Signature]
Notary Public



My Commission Expires: 8/12/2018

[Signature]
Architect, Engineer or Other Official

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

Heather Sium
Notary Public

My Commission Expires: 3-16-20





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 Park Advisory Board

1) 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.

B) Sand Springs Planning Commission

At no time shall more than two (2) residents of any ward serve upon the Planning Commission.

1) 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)

C) 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)

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
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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	Reappt'd 07/25/16	05/2019	Ward 3
Larry Johnston	Reappt'd 05/18/15	05/2018	Ward 4
Dennis Currington	Reappt'd 07/25/16	05/2019	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

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 6
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	Reappt'd 07/25/16	7/1/2019	County
Dr. Mark Manahan	03/2001	7/1/2017	County
David Kvach	6/23/2014	7/1/2018	Ward 6
Leia Anderson	Reappt'd 07/25/16	7/1/2019	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	05/2017
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

INFORMATION FOR CONSIDERATION OF APPOINTMENT TO CITY BOARDS & COMMITTEES

www.sandspringok.org

NAME: Keri Fothergill

DATE: 8/8/2016

ADDRESS: 310 W. 32nd Place

E-MAIL: [REDACTED]

PHONE: (W) [REDACTED] (H) _____

(C) [REDACTED]

BOARD(S)/COMMITTEE(S) INTERESTED IN: Sand Springs Planning Commission

PLEASE WRITE A SHORT AUTOBIOGRAPHY INCLUDING LENGTH OF RESIDENCY IN SAND SPRINGS AND ANY OTHER INTERESTING OR USEFUL INFORMATION ABOUT YOURSELF.

See attached bio.

PLEASE LIST THREE (3) COMMUNITY ISSUES THAT YOU FEEL ARE MOST CRUCIAL FOR SAND SPRINGS:

Strategic recruitment of economic development opportunities to grow and sustain the local economy.

Transparency in land development and planning.

Improvement of the quality of life for the citizens of Sand Springs.

YOUR SIGNATURE:

Keri Fothergill

ATTACHMENTS: YES NO

07/06/16

MAYOR MIKE BURDGE, WARD 3
VICE-MAYOR JOHN FOTHERGILL, WARD 4
COUNCILMAN PHIL NOLLAN, WARD 1
COUNCILMAN PATTY DIXON, WARD 2

COUNCILMAN BEAU WILSON, WARD 5
COUNCILMAN BRIAN JACKSON, WARD 6
COUNCILMAN JAMES SPOON, AT LARGE
CITY MANAGER ELIZABETH GRAY

City of Sand Springs

INFORMATION FOR CONSIDERATION OF APPOINTMENT TO CITY BOARDS & COMMITTEES

Bio: Keri Fothergill has lived in Sand Springs for 17 years, and began her public service career with the City of Tulsa after completing her Bachelor's degree from the University of Oklahoma in 2000. Keri has served as a political aide to three Tulsa Mayoral Administrations, served as a legislative aide to the Tulsa City Council and worked as the Community Involvement Coordinator for the Refuse and Recycling Division, City of Tulsa. Recently, Keri has taken on a new role as the Development Services Liaison for the City of Tulsa's Planning and Development Department. Keri works to increase awareness of planning and development services and offer assistance to the development community with any challenges or permit process questions.

In addition to her new role, Keri has an extensive history of community service to organizations such as Child Abuse Network, The Tulsa Crime Commission and the Sand Springs Development Authority. Keri has also shown her interest in the international community by serving as a board member for the Tulsa Global Alliance and participated in the International City/County Management Association (ICMA) Professional Fellows Exchange program, funding by the U.S. State department.

MAYOR MIKE BURDGE, WARD 3
VICE-MAYOR JOHN FOTHERGILL, WARD 4
COUNCILMAN PHIL NOLLAN, WARD 1
COUNCILMAN PATTY DIXON, WARD 2

COUNCILMAN BEAU WILSON, WARD 5
COUNCILMAN BRIAN JACKSON, WARD 6
COUNCILMAN JAMES SPOON, AT LARGE
CITY MANAGER ELIZABETH GRAY



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

MEETING DATE: August 22, 2016

SUBJECT:

**2017 CALENDAR YEAR SCHEDULE OF REGULAR MEETINGS FOR THE
SAND SPRINGS CITY COUNCIL AND SAND SPRINGS MUNICIPAL AUTHORITY**

STAFF RECOMMENDATION:

Approval of the time and dates of regular Sand Springs City Council and Sand Springs Municipal Authority meetings for the 2017 calendar year.

BACKGROUND AND HISTORY:

In accordance with Oklahoma's Open Meeting Act, the City Council and Municipal Authority must provide in written notice of the date, time and place of the meetings to be filed with the property record-keeping official (City Clerk) by December 15 of the preceding year of which the meetings are to be held.

In January 2001, the City Council meeting time was changed to 7:00 pm in an effort to complete City-business in a timely manner, as well as give the citizens of Sand Springs' the opportunity to participate. The change in time has not shown an increase or decrease in attendance by the general public. During 2015, two (2) City Council meetings were scheduled monthly, with the exception of the Summer months (June, July and August) and holiday months (November and December), with only one (1) meeting scheduled. Municipal Trust Authority meetings were scheduled monthly.

The Council Legislative Committee, Council Public Works Advisory Committee and Council Finance and Development Committee reviewed the proposed meeting schedules for 2017 during their August meetings.

EXECUTIVE SUMMARY:

The approval of the time and dates of regular Council and Municipal Authority meetings for 2017 would allow Council/Trustees to meet the requirements of Oklahoma's Open Meeting Act and the City's Transparency Policy, and to provide our citizens with an advance notice of regular meetings.

BUGETARY IMPACT: None determined.

COMPILED BY: Janice L. Almy, City Clerk **PRESENTED BY:** Janice L. Almy, City Clerk

ATTACHMENT(S): Proposed 2017 Calendar Year Schedule of Regular Meetings and Calendar, Charter Section 2-7

Section 2-7 Council: Meetings.

The council shall hold at least one regular meeting every month, at such times as it may prescribe by ordinance or otherwise. The mayor or any four councilmen may call special meetings. All meetings of the council shall be open to the public, and the journal of its proceedings shall be open to public inspection.

January 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 <i>New Year Holiday City Offices Closed</i>	3	4	5	6	7
8	9	10	11 <i>Council Workshop 11:30 am</i>	12	13	14
15	16 <i>Martin Luther King Jr Day City Offices Closed</i>	17	18	19	20	21
22	23 <i>CCMA Meetings 7:00 pm</i>	24	25	26	27	28
29	30	31				

February 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27 <i>CC/MA Meetings 7:00 pm</i>	28				

March 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27 CC/MA Meetings 7:00 pm	28	29	30	31	

April 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12 <i>Council Workshop 11:30 am</i>	13	14 <i>Good Friday Holiday City Offices Closed</i>	15
16	17	18	19	20	21	22
23	24 <i>CC/MA Meetings 7:00 pm</i>	25	26	27	28	29
30						

May 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
	8 <i>CC Meeting - Swearing In Ceremony 7:00 pm</i>	9	10	11	12	13
14	15	16	17	18	19	20
21	22 <i>CC/MA Meetings 7:00 pm</i>	23	24	25	26	27
28	29 <i>Memorial Day City Offices Closed</i>	30	31			

June 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
				15	16	17
11	12	13	14	22	23	24
18	19	20	21	29	30	
25	26 <i>CC/MA Meetings 7:00 pm</i>	27	28			

July 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 <i>Independence Day City Offices Closed</i>	5	6	7	8
9	10	11	12 <i>Council Workshop 11:30 am</i>	13	14	15
16	17	18	19	20	21	22
23	24 <i>CC/MA Meetings 7:00 pm</i>	25	26	27	28	29
30	31					

August 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28 <i>CC/MA Meetings 7:00 pm</i>	29	30	31		

September 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4 <i>Labor Day City Offices Closed</i>	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25 <i>CC/MA Meetings 7:00 pm</i>	26	27	28	29	30

October 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
			11 <i>Council Workshop</i> 11:30 am	12	13	14
8	9	10				
15	16	17	18	19	20	21
22	23 <i>CCMA Meetings</i> 7:00 pm	24	25	26	27	28
29	30	31				

November 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10 <i>Veterans' Day Holiday City Offices Closed</i>	11
12	13	14	15	16	17	18
19	20	21	22	23 <i>Thanksgiving Day City Offices Closed</i>	24 <i>Thanksgiving Holiday City Offices Closed</i>	25
26	27 <i>CC/MA Meetings 7:00 pm</i>	28	29	30		

December 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6 <i>Employee Recognition Luncheon</i>	7	8	9
10	11	12	13	14	15	16
17	18 <i>CC/MA Meetings 7:00 pm</i>	19	20	21	22	23
24	25 <i>Christmas Day City Offices Closed</i>	26 <i>Christmas Holiday City Offices Closed</i>	27	28	29	30
31						



CITY OF SAND SPRINGS
COUNCIL/AUTHORITY STAFF REPORT

MEETING DATE: August 22, 2016

SUBJECT:

AMENDMENT TO RESOLUTION NO. 16-30, FINDING A PUBLIC PURPOSE FOR THE PARTICIPATION IN AND PAYMENT OF PUBLIC FUNDS FOR UPCOMING PUBLIC EVENTS

STAFF RECOMMENDATION:

- A) Staff recommends direction from council concerning the requested amendment to Resolution No. 16-30 concerning participation in and payment of public funds for JA Biz town.
- B) Approval of supplemental appropriation in the General Fund for an increase of \$3,625 in the Economic Development budget and a decrease in the Hotel/Motel tax reserve of \$3,625.

EXECUTIVE SUMMARY:

Councilmember Jackson has submitted a request that the City fund Biz town as follows:

A request to cover costs for students of Garfield (75 students) and Northwoods Fine Art Schools (70 students) to attend JA Biz town. The amount requested is \$3,625 for 145 students to participate in the event this year. If approved the check would be made payable directly to the school.

BUDGETARY IMPACT:

The amendment to Resolution No. 16-30 would require an additional appropriation in the amount of \$3,625.

COMPILED BY: David L. Weatherford, City Attorney

PRESENTED BY: David L. Weatherford, City Attorney

ATTACHMENTS: Resolution No. 16-30 and April 26, 2016 Cover Memo; email request; relevant minutes of April 26, 2016 meeting.

**CITY OF SAND SPRINGS
SAND SPRINGS, OKLAHOMA**

RESOLUTION No. 16-30

**A RESOLUTION FINDING A PUBLIC PURPOSE FOR THE
PARTICIPATION IN AND PAYMENT OF PUBLIC FUNDS FOR UPCOMING
PUBLIC EVENTS**

WHEREAS, the City of Sand Springs has received a request for participation in a public or municipal event related to City Government, has reviewed the request and the expenditure involved;

WHEREAS, the City finds that that participation by public officials achieves a public purpose on behalf of the City and municipal government, that the expenditure is not a charitable donation but instead is in the best interest of the City and promotes the goals and objectives of the City;

WHERESE, authorization of participation in the event listed herein is in the best interest of the City.

THEREFORE, BE IT RESOLVED by the City Council of the City of Sand Springs, that City Staff is authorized to make arrangements for funding and participation of City officials in the following events (subject to available funding and subject to review at the time of encumbrance based on current financial restraints):

1. National League of Cities National Annual Conference
2. National League of Cities Membership Dues
3. OML Conference
4. OML Membership Dues
5. Mayors Council of Oklahoma Conference
6. Mayors Council of Oklahoma Dues
7. The Oklahoma Academy
8. Oklahoma Sovereignty Symposium Event
9. OML Water and Environmental Summit
10. One Voice/Day at the Capitol Event
11. Sand Springs Chamber Open Forums
12. Sand Springs Chamber Membership Dues
13. Tulsa Metro Chamber Membership Dues
14. Misc. Events/Meetings in Oklahoma City or Tulsa Metro Area
15. Misc. Dues
16. Misc Workshop/Retreats and Committee Meetings Expenses
17. INCOG Coalition of Tulsa Area Government Dues
18. INCOG Parking Dues
19. Mileage, travel and parking reimbursements related to the above events pursuant to City policy

This Resolution is approved in open meeting of the City of Sand Springs, Oklahoma on the 25th day of April, 2016.

CITY OF SAND SPRINGS, OKLAHOMA


Mike Burdge, Mayor




Janice Almy, City Clerk

Approved as to Form:


David L. Weatherford, City Attorney

FY17 General Administrative Budget

Training and Travel (30-08)

NLC Conference – Pittsburgh, PA (Mayor/V-Mayor - \$3,500 ea est)	\$ 7,000.00
OML Conference – OKC (Mayor/Vice Mayor - \$1,500 est)	\$ 3,000.00
Mayors Council of Oklahoma (Mayor)	\$ 500.00
Oklahoma Academy (MB)	\$ 1,000.00
Sovereignty Symposium (MB)	\$ 1,000.00
OML Water and Environmental Summit (MB)	\$ 250.00
OneVoice/Day at the Capitol (Mayor)	\$ 600.00
Sand Springs Open Forums (All)	\$ 360.00
OML New Elected Officials' Training (PN, PD)	\$ 300.00
OML Day at the Capitol (Mayor/Vice-Mayor)	\$ 300.00
MCO Board Meetings-OKC (Mayor)	\$ 1,500.00

Total Training and Travel (30-08) \$15,810.00

Memberships and Dues (30-18)

Sand Springs Chamber of Commerce	\$ 1,500.00
Tulsa Metro Chamber Dues	\$ 2,500.00
INCOG Coalition of Tulsa Area Government Dues	\$ 3,500.00
INCOG Parking Passes (1-Admin, 1-P/W)	\$ 1,800.00
OML Dues	\$15,500.00
NLC Dues (elected officials and staff)	\$ 1,500.00
MCO Dues (Mayor)	\$ 500.00
Misc Memberships/Dues	\$ 1,000.00
Misc Workshops/Retreats/Committee Meetings	\$ 2,000.00

Total Membership and Dues (30-18) \$29,800.00

GRAND TOTAL: \$45,610.00

Mayor Burdge called for the vote recorded as follows:

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

The motion carried 7-0-0.

9. **Resolution No. 16-33 – Fiscal Year 2017 Master Fee Schedule**

Finance Director Kelly Lamberson requested Council's approval of Resolution No. 16-33, a resolution of the City Council of Sand Springs adopting the FY2017 Master Fee Schedule.

Finance Director Kelly Lamberson provided a brief overview of the proposed changes.

A motion was made by Councilman Phillips and seconded by Councilman Wilson that the requested approval of Resolution No. 16-33, a resolution of the City Council of Sand Springs adopting the FY2017 Master Fee Schedule, as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

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

The motion carried 7-0-0.

10. **Resolution No. 16-30 – Public Purpose**

City Clerk Janice L. Almy requested Council's approval of Resolution No. 16-30, a resolution finding public purpose for the participation in and payment of public funds for upcoming public events.

City Clerk Janice L. Almy provided a brief report, including Council's submittal of request and review by the various Council Committees, regarding Resolution No. 16-30.

Councilman Jackson requested that the Washington DC Fly-In event and the Junior Achievement BizTown event both be included as a part of Resolution No. 16-30.

Lengthy discussion was held regarding the benefits of Council representation and/or participation at the Washington DC Fly-In event and Junior Achievement BizTown event.



Following discussion, a motion was made by Councilman Phillips and seconded by Vice Mayor Fothergill that the requested approval of Resolution No. 16-30, a resolution finding a public purpose for the participation in and payment of public funds for upcoming public events, as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

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

The motion carried 5-2-0.

11. Resolution No. 16-34 – Fiscal Year 2017 Budget

Finance Director Kelly Lamberson requested Council's adoption of Resolution No. 16-34, a resolution of the City Council of Sand Springs adopting the FY2017 Annual Budget.

Following discussion, a motion was made by Councilman Phillips and seconded by Vice Mayor Fothergill that the requested adoption of Resolution No. 16-34, a resolution of the City Council of Sand Springs adopting the FY2017 Annual Budget, as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

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

The motion carried 7-0-0.

12. Oklahoma Municipal Assurance Group (OMAG) – Election of Trustees

Mayor Burdge informed Council of the consideration of the approval of the casting of votes for two (2) nominees to serve on the OMAG Board of Trustees.

Councilman Phillips informed Council that Dan Galloway and Mike Nunneley would both be good options due to their years of service, as well as participation in OMAG plan options.

A motion was made by Mayor Burdge and seconded by Vice Mayor Fothergill to cast votes for Dan Galloway and Mike Nunnley to serve on the OMAG Board of Trustees.

**CITY OF SAND SPRINGS
SAND SPRINGS, OKLAHOMA**

RESOLUTION No. 16-30 - REVISED

**A RESOLUTION FINDING A PUBLIC PURPOSE FOR THE
PARTICIPATION IN AND PAYMENT OF PUBLIC FUNDS FOR UPCOMING
PUBLIC EVENTS**

WHEREAS, the City of Sand Springs has received a request for participation in a public or municipal event related to City Government, has reviewed the request and the expenditure involved;

WHEREAS, the City finds that that participation by public officials achieves a public purpose on behalf of the City and municipal government, that the expenditure is not a charitable donation but instead is in the best interest of the City and promotes the goals and objectives of the City;

WHERESE, authorization of participation in the event listed herein is in the best interest of the City.

THEREFORE, BE IT RESOLVED by the City Council of the City of Sand Springs, that City Staff is authorized to make arrangements for funding and participation of City officials in the following events (subject to available funding and subject to review at the time of encumbrance, based on current financial restraints):

1. National League of Cities National Annual Conference
2. National League of Cities Membership Dues
3. OML Conference
4. OML Membership Dues
5. Mayors Council of Oklahoma Conference
6. Mayors Council of Oklahoma Dues
7. The Oklahoma Academy
8. Oklahoma Sovereignty Symposium Event
9. OML Water and Environmental Summit
10. One Voice/Day at the Capitol Event
11. Sand Springs Chamber Open Forums
12. Sand Springs Chamber Membership Dues
13. Tulsa Metro Chamber Membership Dues
14. Misc. Events/Meetings in Oklahoma City or Tulsa Metro Area
15. Misc. Dues
16. Misc Workshop/Retreats and Committee Meetings Expenses
17. INCOG Coalition of Tulsa Area Government Dues
18. INCOG Parking Dues
19. Mileage, travel and parking reimbursements related to the above events pursuant to City policy
20. **Junior Achievement Biztown**

This Resolution is approved in open meeting of the City of Sand Springs, Oklahoma
on the _____ day of _____, 2016.

CITY OF SAND SPRINGS, OKLAHOMA

Mike Burdge, Mayor

ATTEST:

Janice Almy, City Clerk

Approved as to Form:

David L. Weatherford, City Attorney

FY17 General Administrative Budget - REVISED

Training and Travel (30-08)

NLC Conference – Pittsburgh, PA (Mayor/V-Mayor - \$3,500 ea est)	\$ 7,000.00
OML Conference – OKC (Mayor/Vice Mayor - \$1,500 est)	\$ 3,000.00
Mayors Council of Oklahoma (Mayor)	\$ 500.00
Oklahoma Academy (MB)	\$ 1,000.00
Sovereignty Symposium (MB)	\$ 1,000.00
OML Water and Environmental Summit (MB)	\$ 250.00
OneVoice/Day at the Capitol (Mayor)	\$ 600.00
Sand Springs Open Forums (All)	\$ 360.00
OML New Elected Officials' Training (PN, PD)	\$ 300.00
OML Day at the Capitol (Mayor/Vice-Mayor)	\$ 300.00
MCO Board Meetings-OKC (Mayor)	\$ 1,500.00

Total Training and Travel (30-08) \$15,810.00

Memberships and Dues (30-18)

Sand Springs Chamber of Commerce	\$ 1,500.00
Tulsa Metro Chamber Dues	\$ 2,500.00
INCOG Coalition of Tulsa Area Government Dues	\$ 3,500.00
INCOG Parking Passes (1-Admin, 1-P/W)	\$ 1,800.00
OML Dues	\$15,500.00
NLC Dues (elected officials and staff)	\$ 1,500.00
MCO Dues (Mayor)	\$ 500.00
Misc Memberships/Dues	\$ 1,000.00
Misc Workshops/Retreats/Committee Meetings	\$ 2,000.00

Total Membership and Dues (30-18) \$29,800.00

Administrative Expenses (30-06)

Junior Achievement Biztown \$ 3,625.00

Total Administrative Expenses (30-06) \$ 3,625.00

GRAND TOTAL: \$45,610.00

REVISED GRAND TOTAL: \$49,235.00

Elizabeth A. Gray

From: Brian Jackson [BJackson@jaok.org]
Sent: Monday, July 18, 2016 12:07 PM
To: Elizabeth A. Gray
Subject: FW: Brian Jackson - Junior Achievement follow up
Attachments: JA BizTown Special Public Schools Request.pdf

Elizabeth,

Good morning. Earlier last month, I received the following e-mail update from Sherry Durkee regarding Sand Springs JA BizTown participation. Due to the "budget dilemma", sadly elementary sites including Garfield and Northwoods are unable to pay their portion of the JA BizTown fee for participation this school year. This creates an opportunity for the City of Sand Springs to partner with Mr. Mike Case who sponsors Garfield and Northwoods but is looking for a partner as to not rely 100% on Case. (see e-m from Mike Case below) This support would be payable to Sand Springs Public Schools as detailed in the attached request.

From: Shirley Ramos [<mailto:SRamos@caseusa.com>]
Sent: Thursday, June 23, 2016 11:13 AM
To: Brian Jackson
Subject: RE: Brian Jackson - Junior Achievement follow up

Brian,

I am not willing to write another \$3,625, and I assume you can't raise the funds from another source?

Mike Case

On behalf of Garfield and Northwoods request support to cover the school's portion or the \$25 per student fee \$3,625 (145 students) payable to Sand Springs Public Schools.

Please advise if you feel the City could partner with Mr. Case to help with this Statewide budget dilemma.

Thankful,

Brian

From: Sherry Durkee [<mailto:sherry.durkee@sandites.org>]
Sent: Monday, June 20, 2016 2:03 PM
To: Karen Warlick
Cc: Brian Jackson
Subject: Re: JA Contract for JA BizTown Program - Sand Springs

Hi Karen,

I have sent this information to all site principals. I am sure you are aware of our current budget dilemma. Sadly, four of five elementary sites are opting out of JA BizTown this year as they will have to cover this cost from their site budgets. I have yet to hear from Limestone, but will let you know as soon as possible. Hopefully things will improve sooner than later.

Thanks so much,

Sherry

Sherry Durkee, Assistant Superintendent
Curriculum and Instruction/Federal Programs
Sand Springs Public Schools
(o) 918-246-1427
(c) 918-946-4429

From: Shirley Ramos [<mailto:SRamos@caseusa.com>]
Sent: Wednesday, May 04, 2016 9:40 AM
To: Brian Jackson
Subject: RE: Brian Jackson - Junior Achievement follow up

Brian, Mr. Case will be sending a check in the amount of \$3,625.00, but is not willing to support both.

Shirley

From: Brian Jackson [<mailto:BJackson@jaok.org>]
Sent: Tuesday, May 03, 2016 3:42 PM
To: Shirley Ramos
Subject: RE: Brian Jackson - Junior Achievement follow up

Shirley,

Good afternoon. Attached is the request to support Garfield and Northwoods elementary students active in Junior Achievement. Next school year, Garfield and Northwoods together will represent the North side of Sand Springs. In the past, Garfield had been the only school to host fifth graders. The successful education bond that past last year, provided a complete remodel of Garfield with increased classes making it possible for this new education development. Below are the 2016-17' participation dates for Garfield and Northwoods.

Jan 17 Sand Springs/Garfield (75)
Jan 20 Sand Springs/Northwoods Fine Arts (70)

Thankful,

Brian

Brian Jackson
Development Manager
Junior Achievement of Oklahoma

Junior Achievement's JA BizTown



The *JA BizTown* experience begins in the classroom with a teacher, using a four-week, in-class curriculum that encompasses financial literacy, work readiness, and entrepreneurship – “The Economics of Life.” *JA BizTown* combines the in-class learning with a day-long visit to the *JA* facility where the 6,500 square foot *JA BizTown* is housed. This is a fully interactive, simulated town experience where students learn the fundamental relationship between academics and life beyond school. During their visit, students practice the rights and responsibilities of *JA BizTown* citizenship as they become the workers, consumers, entrepreneurs and leaders of their own student community.

The *JA BizTown* program costs *JA* \$50 per student – this is significantly more than our classroom based programs due to the extensive nature of the program. The schools are required to assist with ½ of the funds needed to implement the program for their school. Once they have secured their ½ of the funds, *JA* raises the additional \$25 per student.

This next school year, 145 fifth grade students at Garfield and Northwood's Elementary would like to participate in Junior Achievement's *JA BizTown*, making Sand Springs Schools unfunded investment \$3,625.00 and *JA*'s investment \$3,625.00.

Participation Dates for 2016-2017 School Year:

Jan 17 Sand Springs/Garfield – 75 students
Jan 20 Sand Springs/Northwoods – 70 students

Garfield and Northwoods schools request support for their needed funds in the amount of \$3,625 payable to Sand Springs Public Schools.

Outcomes and Benefits

- According to students, *JA BizTown* introduced them to the responsibilities of adult life.
- More than 9 out of 10 students responded that the information they learned in class was very useful for their everyday life.
- Over 200 students shared in open-ended responses that what they liked most about the program was the real world experience. “We got hands-on experience in what would happen in real life.”
- 95% of students said that they would recommend the program to a friend.
- 100% of volunteers would recommend the volunteer experience to friends or co-workers.
- On a scale of 1 to 4 (4 being strongly agree), teachers rated the statement “The curriculum was applicable to the real world” a 3.38.
- Teachers report that the curriculum, particularly as played out in the simulation, drives home to students the real world concepts involved in participating in the working world.
- Teachers agree that the curriculum contains valuable concepts that further students' awareness of necessary life skills.
- 97% of teachers stated that they would recommend *JA BizTown* to other teachers.



**CITY OF SAND SPRINGS
COUNCIL STAFF REPORT
MEETING DATE: August 22, 2016**

SUBJECT:

RESOLUTION NO. 17-03 – AFFIRMING DILAPIDATION PUBLIC NUISANCE ADMINISTRATIVE HEARING FINDINGS AND AUTHORIZING THE BRINGING OF ANY ACTION NECESSARY IN DISTRICT COURT.

STAFF RECOMMENDATION:

Approve Resolution No. 17-03.

BACKGROUND AND HISTORY:

On Aug. 2, 2016, Administrative Hearing Officer T.J. Davis heard the three dilapidated building public nuisance cases that are being forwarded for Council affirmation. Mr. Davis determined the affected buildings to be dilapidated and ordered them abated by demolition and removal on or after Wednesday, Oct. 5, 2016. Attached are copies of the abatement order and photo representing dilapidated conditions for each building. The 10-day administrative appeals process has expired, and no appeals were received. Should Council approve the resolution, State law provides interested parties 30 business days to challenge such.

EXECUTIVE SUMMARY:

The house at 714 N. Washington Ave. was declared dilapidated on April 19, 2016. However, the property ownership changed during the previous hearing process. Therefore, it was reheard with notice being sent to the new property owner. The condition of the house has not changed. The houses at 301 N. Franklin Ave. and 223 N. Industrial Ave. were declared dilapidated due to decay or partial ruin caused by extensive neglect and the lack of necessary repairs.

BUDGETARY IMPACT:

There are sufficient funds in the FY-17 budget for demolition and removal by the City should that become necessary.

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

RESOLUTION NO. 17-03

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

WHEREAS, a finding was made by an administrative officer of the City of Sand Springs, Oklahoma, in an administrative hearing held before same on Tuesday, August 2, 2016, that a building or buildings situated upon real property described herein constituted a dilapidation public nuisance in accordance with Section 15.36.010 of the City's Code of Ordinances, and that such shall be abated by demolition and removal;

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

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

THEREFORE, BE IT RESOLVED by the City Council of the City of Sand Springs, Oklahoma, that the declaration of dilapidation public nuisances for a building or buildings situated upon real property contained herein is hereby affirmed by the City Council, and that demolition and removal shall commence on or after Wednesday, October 5, 2016. The City Council also authorizes the City Manager, City Attorney, or designees thereof, to pursue any actions necessary in the District Court of Tulsa County to effect demolition and removal.

(remainder of page left intentionally blank)

Approved this 22nd day of August, 2016.

CITY OF SAND SPRINGS, OKLAHOMA

Mike Burdge, Mayor

ATTEST:

Janice L. Almy, City Clerk

APPROVED AS TO FORM:

David L. Weatherford, City Attorney

**RESOLUTION No. 17-03
EXHIBIT "A"**

**City Council Affirmation of Properties Declared Dilapidation Public Nuisances
Administrative Hearing Date: August 2, 2016
Hearing Officer: T.J. Davis**

- (1) 714 N. Washington Ave., LT 2 BLK 5, EAST RIDGE ADDN; Case No. 16-0079; Violation of SECTION 15.36.010 – Dilapidated Building; and Specifically Defined As:**

SECTION 15.020(a): Through neglect and the lack of necessary repairs, building is in a state of decay or partial ruin and is hazardous to the health, safety or welfare of the public.

- (2) 301 N. Franklin Ave., W65 LTS 15 & 16 BLK 2, SUNRISE ADDN; Case No. 16-1022; Violation of SECTION 15.36.010 – Dilapidated Building; and Specifically Defined As:**

SECTION 15.020(a): Through neglect and the lack of necessary repairs, building is in a state of decay or partial ruin and is hazardous to the health, safety or welfare of the public.

- (3) 223 N. Industrial Ave., LT S 8 9 BLK 14 SUNRISE SECOND ADDN; Case No. 16-1126; Violation of SECTION 15.36.010 – Dilapidated Building(s); and Specifically Defined As:**

SECTION 15.020(b): Through neglect and the lack of necessary repairs, building is unfit for human habitation, uninhabitable and a hazard to the health, safety and welfare of the general public.

ORDER OF ABATEMENT

Public Nuisance Administrative Hearing

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

Fire Administration Office – 108 E. Broadway – P.O. Box 338
Sand Springs, Oklahoma 74063
PHONE: (918) 246-2574 / FAX: (918) 245-0372
E-mail: neighborhoodservices@sandsspringsok.org

LOCATION: 714 N. Washington Ave.
(Principal Residential Building)

LEGAL: LT 2 BLK 5
EAST RIDGE ADDN

PROPERTY OWNER(S): M Parker Properties LLC
PO Box 966
Sand Springs OK 74063

MORTGAGEES/OTHERS: None

HEARING DATE: August 2, 2016

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

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

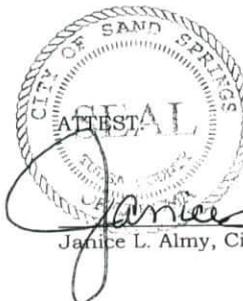
As a result of this hearing, a public nuisance was determined to exist as defined by the Code of Ordinances of the City of Sand Springs, Oklahoma, to-wit:

SECTION 15.36.010: Dilapidated Building

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

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

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


ATTEST
Janice L. Almy
Janice L. Almy, City Clerk

T.J. Davis
T.J. Davis, Hearing Officer

ORDER OF ABATEMENT

Public Nuisance Administrative Hearing

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

Fire Administration Office – 108 E. Broadway – P.O. Box 338
Sand Springs, Oklahoma 74063
PHONE: (919) 246-2574 / FAX: (918) 245-0372
E-mail: neighborhoodservices@sandsspringsok.org

LOCATION: 301 N. Franklin Ave.

LEGAL: W65 LTS 15 16 BLK 2
SUNRISE ADDN

PROPERTY OWNER(S): James A and Margaret E Parker, Co-Trustees
James A and Margaret E Parker Family Trust
PO Box 966
Sand Springs OK 74063

MORTGAGEES / OTHERS: None

HEARING DATE: August 2, 2016

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

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

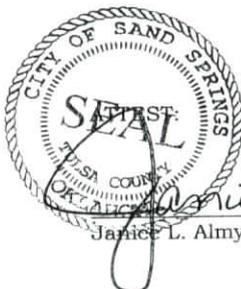
As a result of this hearing, a public nuisance was determined to exist as defined by the Code of Ordinances of the City of Sand Springs, Oklahoma, to-wit:

SECTION 15.36.010: Dilapidated Buildings

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Janice L. Almy
Janice L. Almy, City Clerk

T.J. Davis
T.J. Davis, Hearing Officer

ORDER OF ABATEMENT
Public Nuisance Administrative Hearing

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

Fire Administration Office – 108 E. Broadway – P.O. Box 338
Sand Springs, Oklahoma 74063
PHONE: (919) 246-2574 / FAX: (918) 245-0372
E-mail: neighborhoodservices@sandsspringsok.org

LOCATION: 223 N. Industrial Ave.

LEGAL: LT 10 BLK 1
LONGACRE ADDN

PROPERTY OWNER(S): Mary Faye Young
223 N Industrial Ave
Sand Springs OK 74063

MORTGAGEES/OTHERS: Joseph Wesley Horan
1315 Old Towne Rd
Sand Springs OK 74063

HEARING DATE: August 2, 2016

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

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

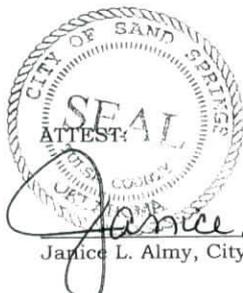
As a result of this hearing, a public nuisance was determined to exist as defined by the Code of Ordinances of the City of Sand Springs, Oklahoma, to-wit:

SECTION 15.36.010: Dilapidated Buildings

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

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

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



Janice L. Almy, City Clerk


T.J. Davis, Hearing Officer

Dilapidated properties for Council Resolution 17-03 – Aug. 22, 2016



714 N. Washington Ave. – Case # 16-0079



301 N. Franklin Ave. – Case # 16-1022



223 N. Industrial Ave. – Case # 16-1126



CITY OF SAND SPRINGS

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

MEETING DATE: August 22nd, 2016

SUBJECT: An ordinance amending the zoning map of the City of Sand Springs, Oklahoma, rezoning from RS-3 (Residential Single-Family) to RS-4 (Residential Single-Family) unplatted property located in Section 34, Township 19 North, Range 11 East, Tulsa County, City of Sand Springs, Oklahoma, in Ward Boundary District 4, repealing all ordinances or parts of ordinances in conflict herewith; and declaring an effective date.

STAFF RECOMMENDATION:

Approval of Ordinance 1288

BACKGROUND AND HISTORY:

The applicant is proposing to rezone approximately 19.828+/- acres of property from RS-3 (Residential Single-Family) to RS-4 (Residential Single-Family). The property is generally located East of the Southeast Corner of 129th W. Ave. and W. 51st St.

The City's Comprehensive plan map designates this area as Low Intensity Residential (***See Attachment***). Low Intensity Residential as defined by the existing Comprehensive Plan calls mainly for the development of Single-Family Development in all RS (Residential Single-Family) zoning categories and densities. The property to the east is zoned RS-3 (Residential Single-Family), to the west and south is zoned AG (Agricultural), and property to the north is zoned RS-3 with the Property to the northwest zoned CS (Commercial Shopping).

Existing land uses in the area are compatible with the proposed rezoning application.

The Planning Commission voted 4-0-0 on August 15th, 2016 to recommend approval of the zoning application to the City Council.

COMPILED BY: Brad Bates

APPROVED BY: Janice Almy

Attachments:

Ordinance 1288
Planning Commission Staff Report
Case Maps
Comp Plan Map
Sample Home Models
Stone Villa I Size Analysis

ORDINANCE NO. 1288

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF SAND SPRINGS, OKLAHOMA, REZONING FROM RS-3 (RESIDENTIAL SINGLE-FAMILY DISTRICT) TO RS-4 (RESIDENTIAL SINGLE-FAMILY DISTRICT) UNPLATTED PROPERTY LOCATED IN SECTION 34, TOWNSHIP 19 NORTH, RANGE 11 EAST, TULSA COUNTY, CITY OF SAND SPRINGS, OKLAHOMA, IN WARD BOUNDARY DISTRICT 4, AND MORE PARTICULARLY DESCRIBED BELOW; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Sand Springs Planning Commission has considered and recommended approval of an amendment to the zoning map of the City of Sand Springs as described below; and

WHEREAS, said zoning map amendment is in the best interest of the residents of the City of Sand Springs;

THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SAND SPRINGS, OKLAHOMA:

SECTION 1: That the zoning map for the City of Sand Springs, Oklahoma, is hereby amended from an RS-3 (Residential Single-Family) to RS-4 (Residential Single-Family) zoning classification for the following tract of land described as:

BEG 796E & 693.90S NWC NW TH S689.60 SE 461.83 E352.43 N1604.66 W288.08 S498.61 SW459.66 POB SEC 34 19 11 19.828ACS

SECTION 2: That all ordinances or parts of ordinances in conflict with same are hereby repealed.

SECTION 3: That the provisions of this Ordinance shall, upon passage, take effect thirty (30) days from the date of first publication as provided by law.

PASSED AND APPROVED, at a regular meeting of the City Council of Sand Springs, Oklahoma, held the ____ day of _____, 2016.

Mike Burdge, Mayor

ATTEST:

Janice L. Almy, City Clerk

APPROVED AS TO FORM:

David L. Weatherford, City Attorney



CITY OF SAND SPRINGS

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

STAFF REPORT – SSZ 486

TO: Planning Commission Members

DATE: August 10th, 2016

CASE: SSZ-486: RS-3 (Residential Single-Family) to RS-4 (Residential Single-Family) for the development of a Single-Family Subdivision.

LOCATION: East of the Southeast Corner of 129th W. Ave. and W. 51st St., legally described as BEG 796E & 693.90S NWC NW TH S689.60 SE 461.83 E352.43 N1604.66 W288.08 S498.61 SW459.66 POB SEC 34 19 11 19.828 ACS

BACKGROUND AND HISTORY:

The applicant is proposing to rezone approximately 19.828+/- acres of property from RS-3 (Residential Single-Family) to RS-4 (Residential Single-Family). The property is generally located East of the Southeast Corner of 129th W. Ave. and W. 51st St.

The City's Comprehensive plan map designates this area as Low Intensity Residential (**See Attachment**). Low Intensity Residential as defined by the existing Comprehensive Plan calls mainly for the development of Single-Family Development in all RS (Residential Single-Family) zoning categories and densities. The property to the east is zoned RS-3 (Residential Single-Family), to the west and south is zoned AG (Agricultural), and property to the north is zoned RS-3 with the Property to the northwest zoned CS (Commercial Shopping).

Existing land uses in the area are compatible with the proposed rezoning application.

ZONING CODE REFERENCE:

Section 20.01 of the City's Zoning Code states as a policy matter that proposed amendments to the zoning map will be adopted to recognize changes in the Comprehensive Plan, to correct error, or to recognize changed or changing conditions in a particular area or in the jurisdictional area generally.

STAFF RECOMMENDATION:

The applicant is proposing to rezone the property to RS-4 to allow for a development that will yield a higher number of homes to help offset the cost of development and make the project doable. This development was originally planned to have 78 lots for development. The rezoning from RS-3 to RS-4 would allow for 50' wide lots to be developed as opposed to 60' that would have a 20' front setback, 20' rear setback, and 5' side yards. While the zoning would allow for 50' wide lots the developer is proposing the minimum lot to be 54' wide. By doing this the developer would yield an additional 9 lots out of the project (87 total, 9 more than previously contemplated). Additionally, there will be a variety of lots sizes throughout the development with some at 60' wide or larger which is what RS-3 currently allows. Below is a breakdown of the lots sizes proposed:

Number Of Lots	Width Of Lots	Percentage Of Development
49	54'	56.3%
15	54' to 60'	17.2%
9	60'	10.4%
14	60' +	16.1%
Total: 87		100%

There is often times a concern over the size of home that can built on a RS-4 zoned lot. As shown by the chart above there is flexibility within the size of lots proposed in this development. Additionally, the developer has provided examples (**see attached**) of 4 different models and floor plans that are anticipated to be built in the subdivision (not exclusively these plans only). These plans vary in size from 1,303sf to 2,308sf. These homes are compatible with the size of homes that are directly adjacent to the proposed subdivision in Stone Villa Phase I. Attached (**see packet**) you will find a size comparison to the 18 directly adjacent homes. This comparison shows the largest home to be 1,924sf, the smallest to be 1,227sf, with the average home size being 1,720sf.

The proposed rezoning would be in alignment with the City of Sand Springs Comprehensive Plan. Additionally, surrounding land uses being developed as residential single-family and proposed for commercial development would support RS-4 (Residential Single-Family) zoning. The application would not be detrimental or otherwise harmful to the surrounding property owners.

Staff recommends **Approval** of the rezoning request from RS-3 (Residential Single-Family) to RS-4 (Residential Singe-Family).



Subject Tract

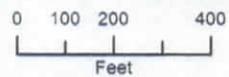
S 129th W AVE

W 56 ST S

 Subject Tract

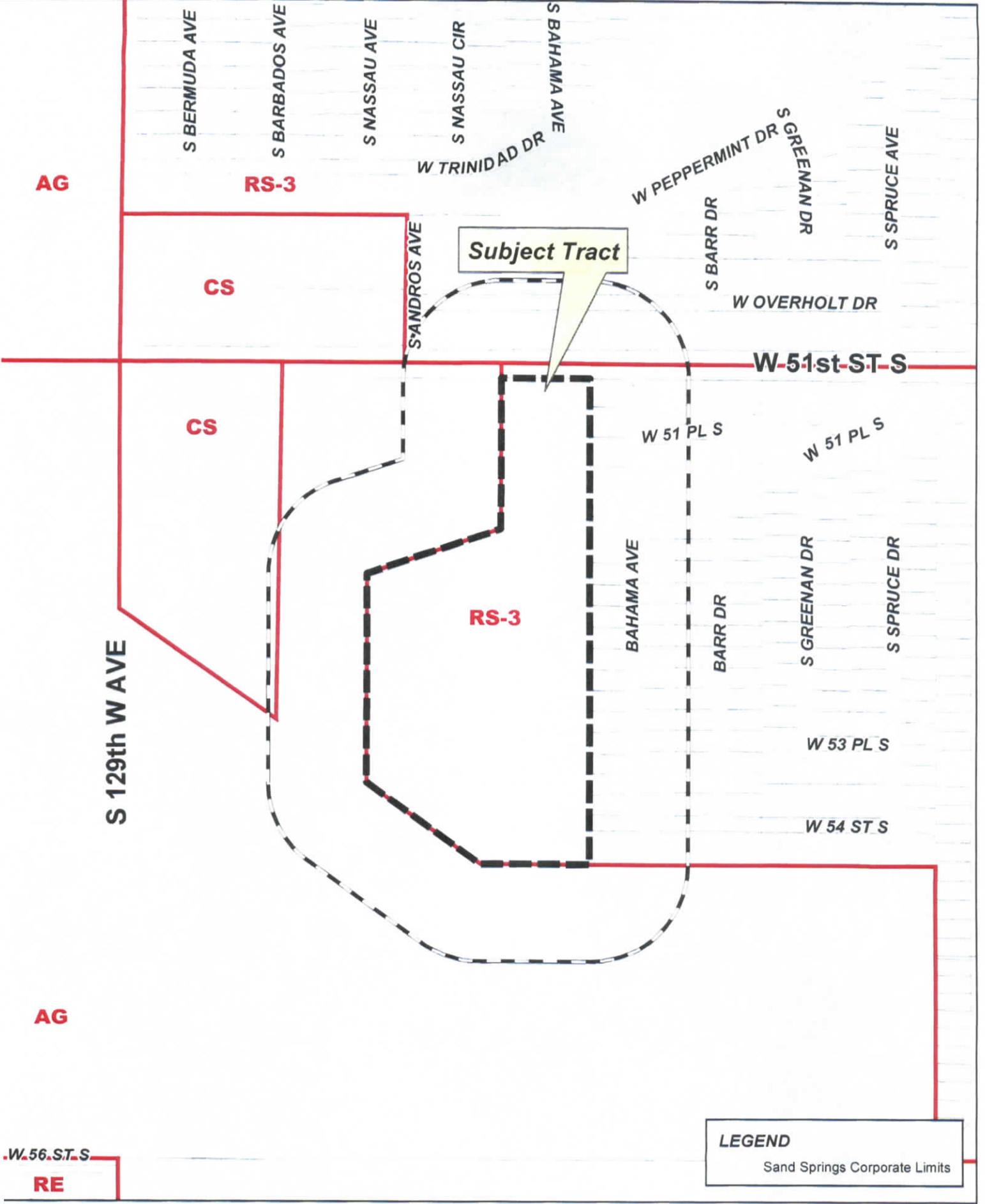
Note: Graphic overlays may not precisely align with physical features on the ground.
Aerial Photo Date: February 2016

SSZ-486



39 19-11





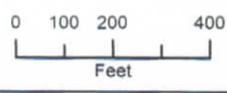
Subject Tract

LEGEND
Sand Springs Corporate Limits

300' Radius

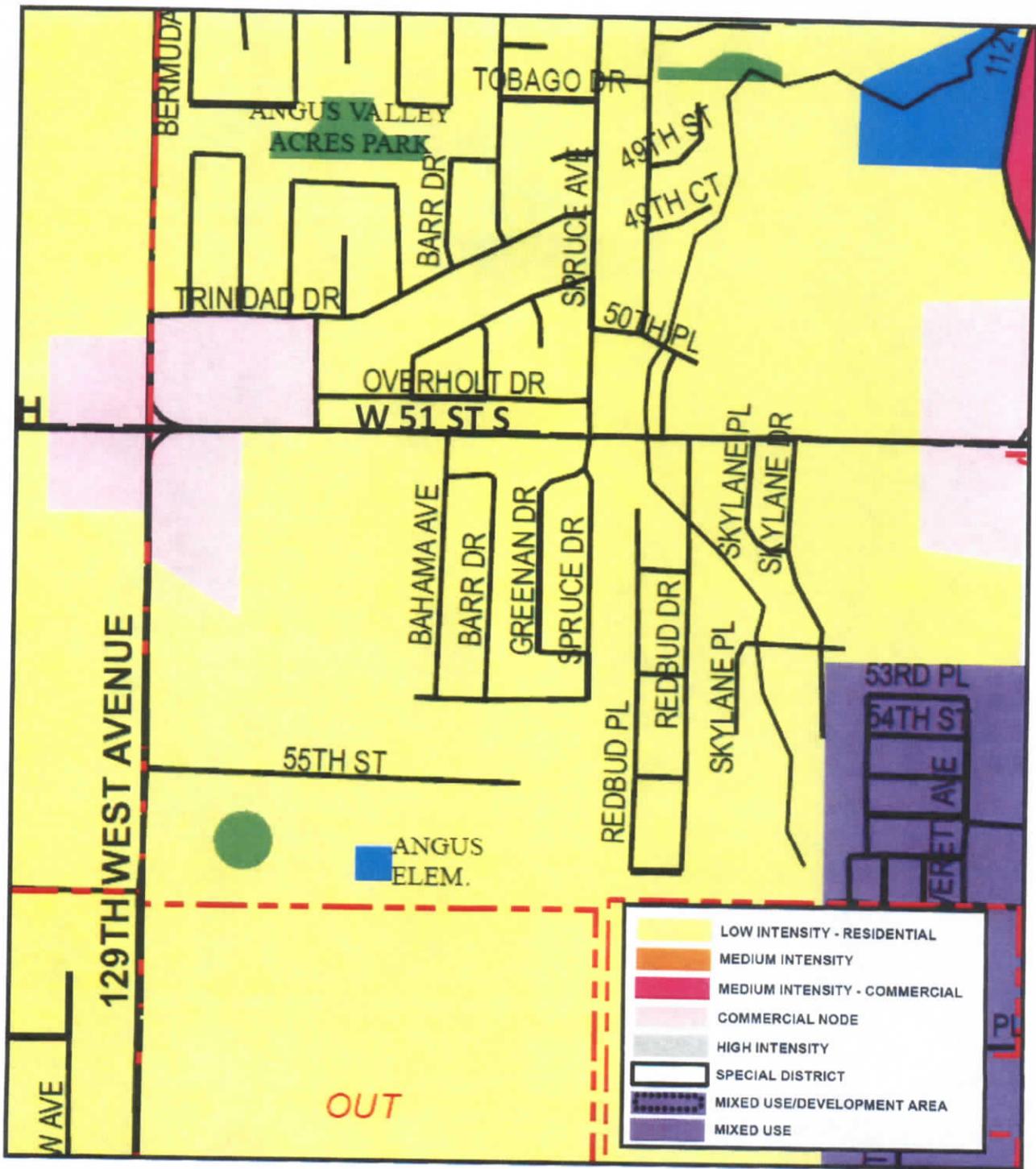
 Subject Tract

SSZ-486



39 19-11





SSZ-486
Comprehensive Plan Map





— THE —
DENVER
www.capitalhomes.com



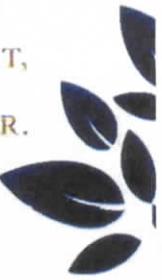
Drawings are artistic renderings only. Actual home and floor plan may vary from rendering and community. HERS rating shown is the best certified rating obtained for this plan.

AT CAPITAL HOMES, WE ARE COMMITTED TO BUILDING HIGH QUALITY, ENERGY-EFFICIENT HOMES THE RIGHT WAY, AT THE RIGHT PRICE. EVERY CAPITAL HOMES IS BUILT TO THE HIGHEST STANDARD AND IS THIRD PARTY VERIFIED TO CONSERVE RESOURCES, PRESERVE THE ENVIRONMENT, AND DELIVER ENERGY SAVINGS MONTH AFTER MONTH, YEAR AFTER YEAR.

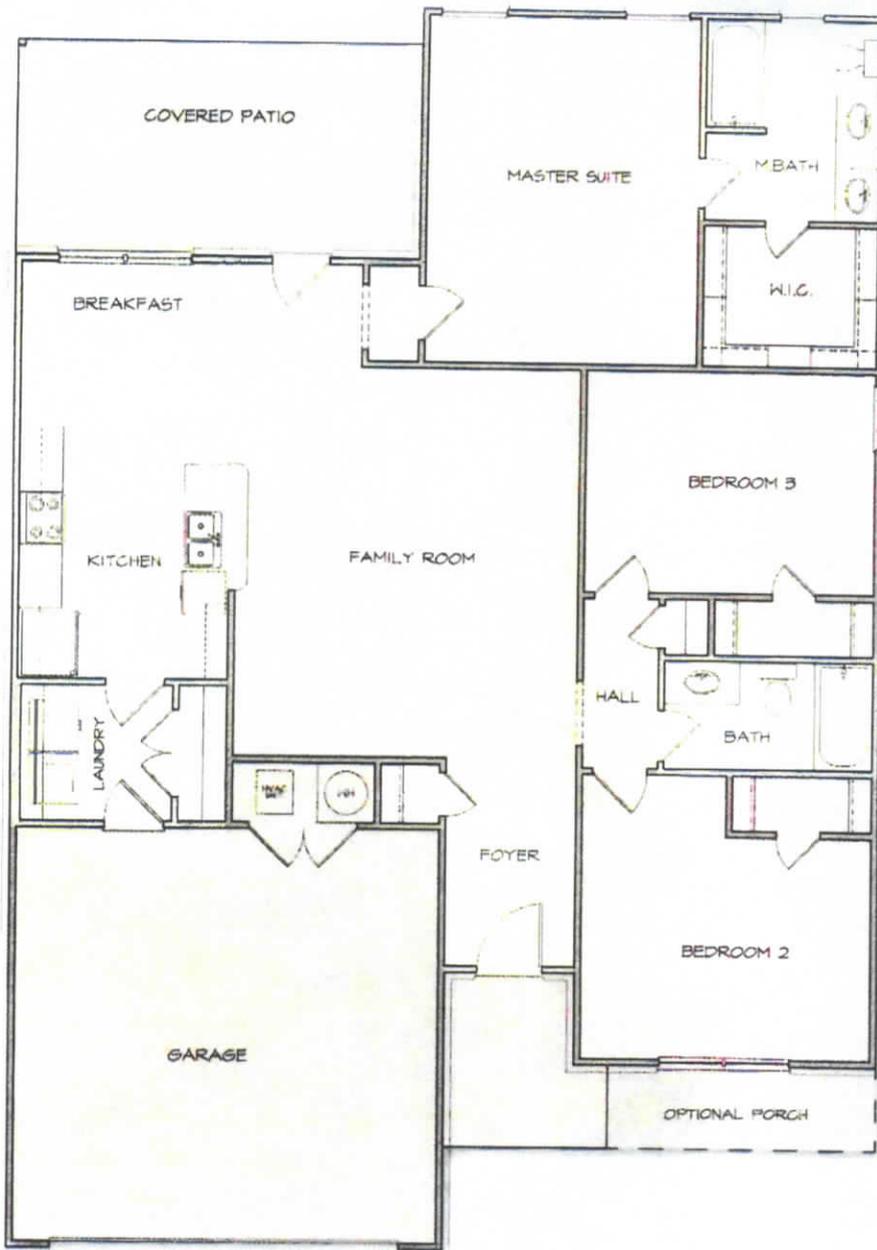
NAHB



BBB



—THE—
DENVER
 FLOOR PLAN



SQUARE FOOTAGE	1539
BEDROOMS	3
BATHROOMS	2
HERS RATING	63

MASTER BATH OPTION



POPULAR UPGRADES

- Additional patio space
- Four and six foot garage extensions
- Three car garage
- Engineered hardwood flooring
- Premium appliances and fixtures
- Exterior design options
- Ask a Capital Homes representative about more options

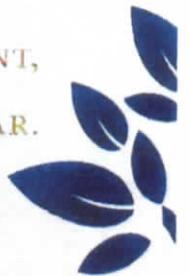


—THE—
TAHOE A
www.capitalhomes.com



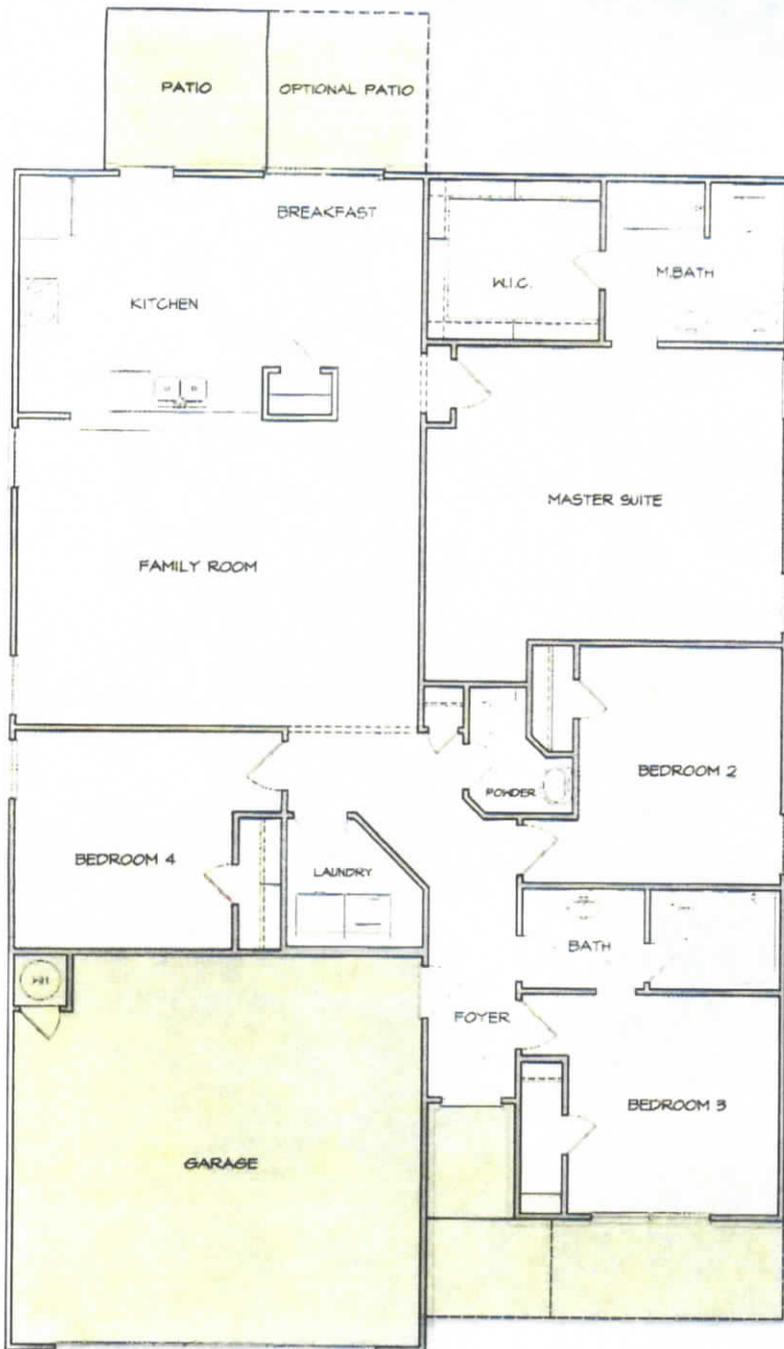
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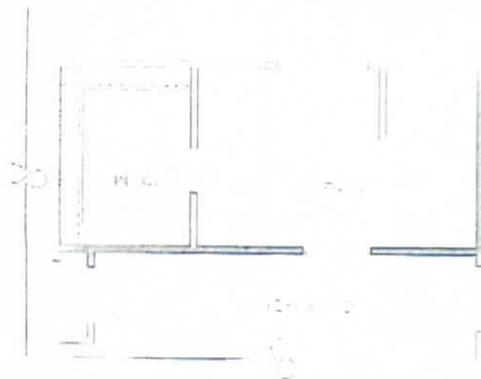
THE TAHOE A

FLOOR PLAN



SQUARE FOOTAGE	1818
BEDROOMS	4
BATHROOMS	2.5
HERS RATING	64

MASTER BATH OPTION



POPULAR UPGRADES

- Additional patio space
- Four and six foot garage extensions
- Three car garage
- Engineered hardwood flooring
- Premium appliances and fixtures
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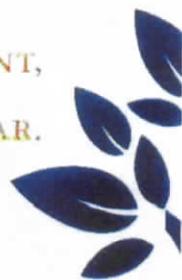


- THE -
MAGNOLIA
www.capitalhomes.com



Drawings are artistic renderings only. Actual home and floor plan may vary from rendering and community. HERS rating shown is the best certified rating obtained for this plan.

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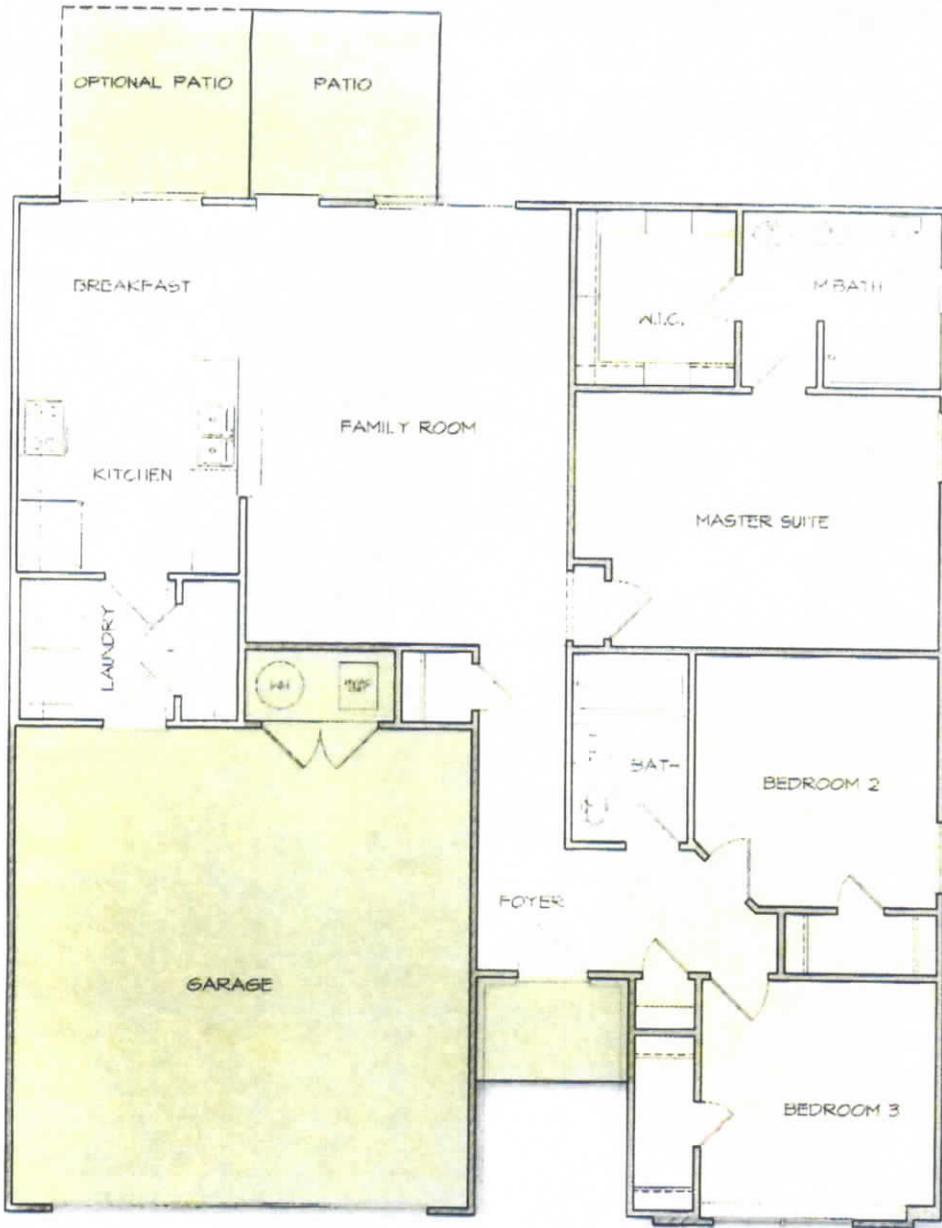


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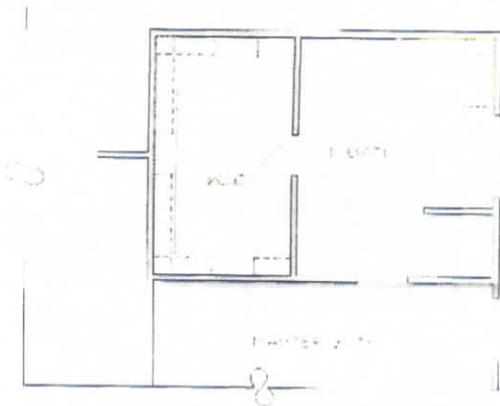
BBB

THE MAGNOLIA FLOOR PLAN



SQUARE FOOTAGE	1303
BEDROOMS	3
BATHROOMS	2
HERS RATING	64

MASTER BATH OPTION



POPULAR UPGRADES

- Additional patio space
- Four and six foot garage extensions
- Three car garage
- Engineered hardwood flooring
- Premium appliances and fixtures
- Exterior design options
- Ask a Capital Homes representative about more options



- THE -
VERMONT
www.capitalhomes.com

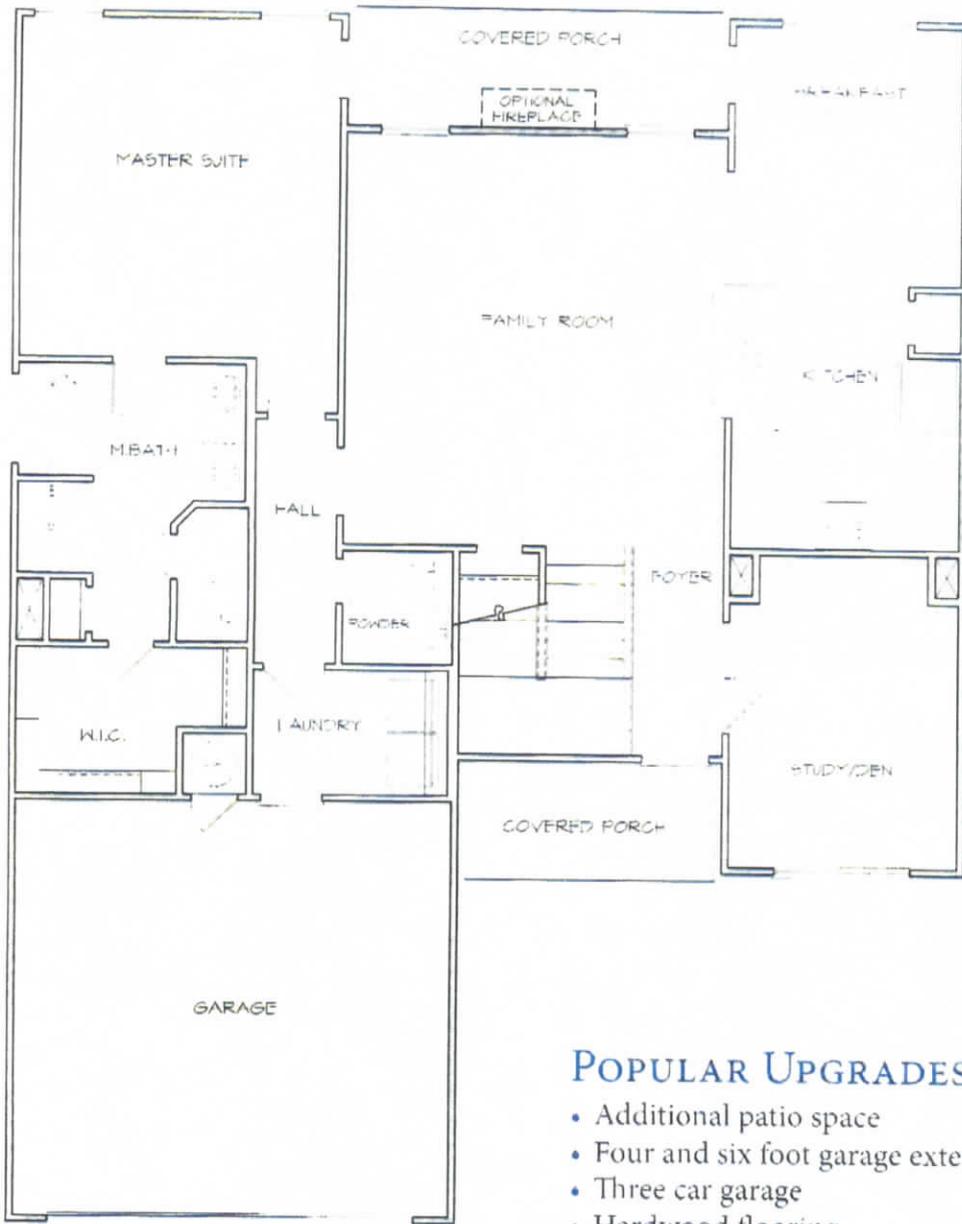


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THE VERMONT FLOOR PLAN

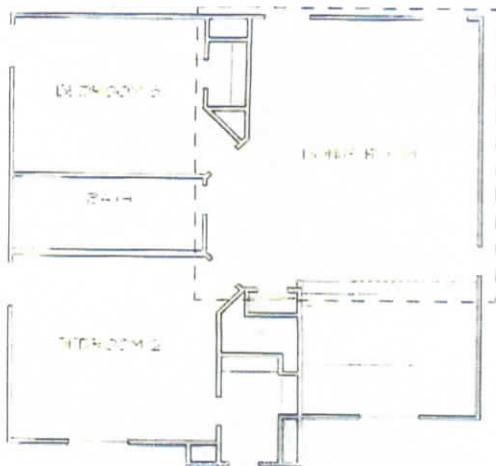


SQUARE FOOTAGE	2308
BEDROOMS	3 - 5
BATHROOMS	2.5 - 3.5
HERS RATING	57

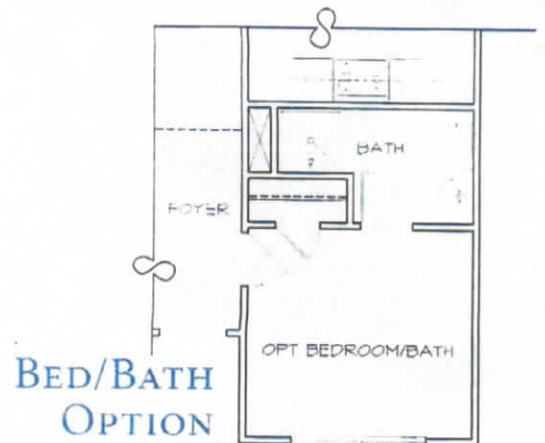
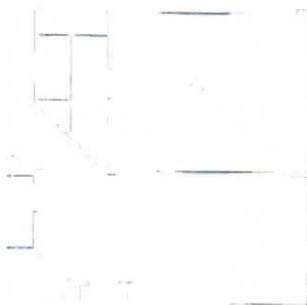
POPULAR UPGRADES

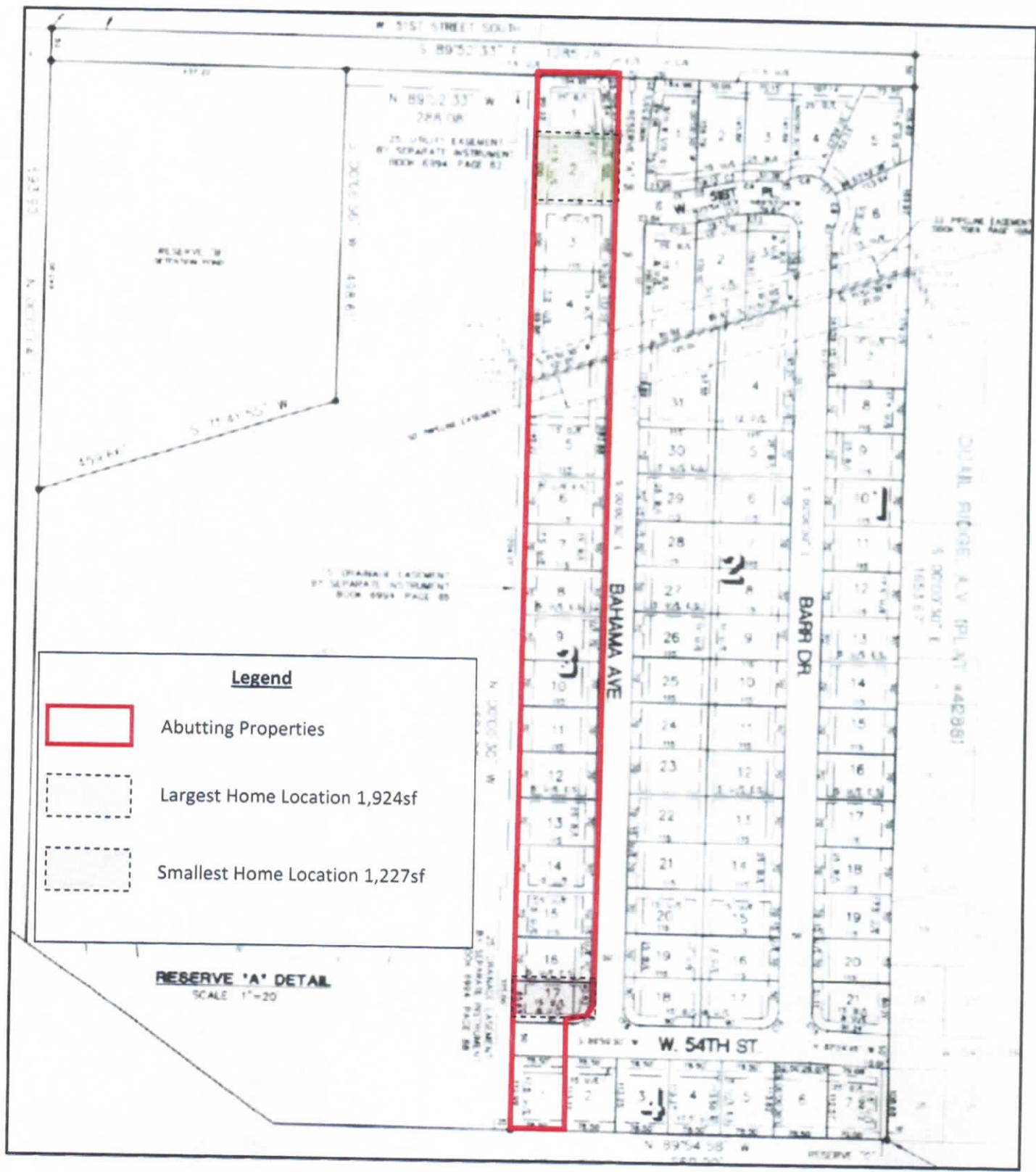
- Additional patio space
- Four and six foot garage extensions
- Three car garage
- Hardwood flooring
- Premium appliances and fixtures
- Exterior design options
- Ask a Capital Homes representative about more options

SECOND LEVEL



SECOND LEVEL OPTION





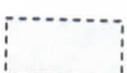
Legend



Abutting Properties



Largest Home Location 1,924sf



Smallest Home Location 1,227sf

RESERVE 'A' DETAIL
SCALE 1"=20'

QUAL. PLOTTING A.V. (PL. AT 44285)
5 0807307 E
1653.57

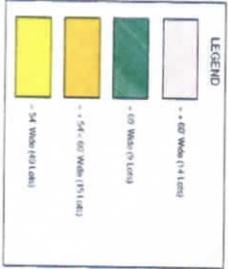
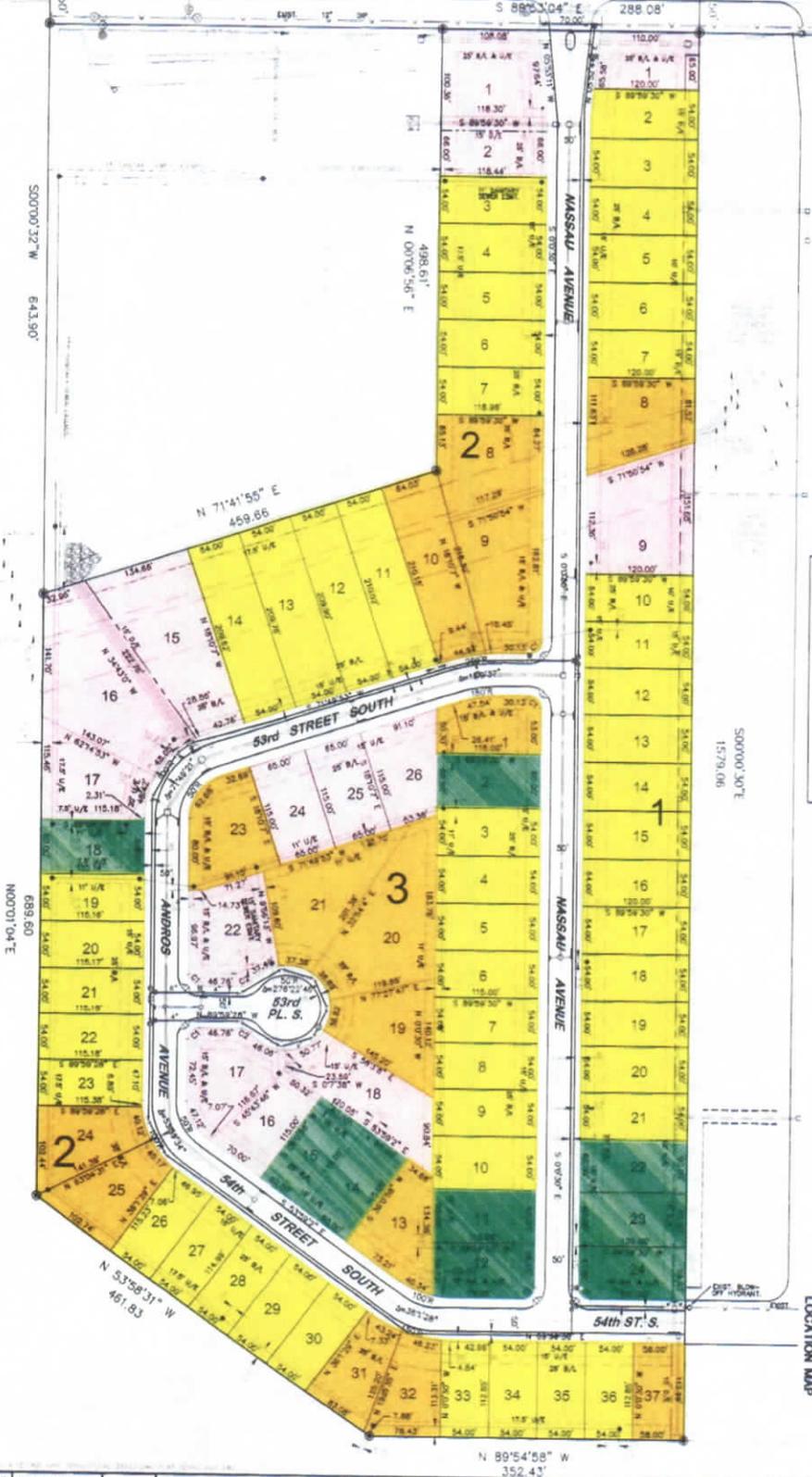
Abutting Stone Villa Phase I Homes

	Address	Lot, Block	Home Square Footage
1.	5102 S. Bahama Ave.	Lot 1, Block 3	1,833sf
2.	5106 S. Bahama Ave.	Lot 2, Block 3	1,924sf (Largest)
3.	5110 S. Bahama Ave.	Lot 3, Block 3	1,910sf
4.	5114 S. Bahama Ave.	Lot 4, Block 3	1,632sf
5.	5204 S. Bahama Ave.	Lot 5, Block 3	1,882sf
6.	5210 S. Bahama Ave.	Lot 6, Block 3	1,860sf
7.	5214 S. Bahama Ave.	Lot 7, Block 3	1,963sf
8.	5218 S. Bahama Ave.	Lot 8, Block 3	1,457sf
9.	5222 S. Bahama Ave.	Lot 9, Block 3	1,907sf
10.	5226 S. Bahama Ave.	Lot 10, Block 3	1,800sf
11.	5302 S. Bahama Ave.	Lot 11, Block 3	1,462sf
12.	5306 S. Bahama Ave.	Lot 12, Block 3	1,509sf
13.	5310 S. Bahama Ave.	Lot 13, Block 3	1,517sf
14.	5314 S. Bahama Ave.	Lot 14, Block 3	1,917sf
15.	5318 S. Bahama Ave.	Lot 15, Block 3	1,757sf
16.	5322 S. Bahama Ave.	Lot 16, Block 3	1,587sf
17.	5326 S. Bahama Ave.	Lot 17, Block 3	1,227sf (Smallest)
18.	606 W. 54 th St. S.	Lot 1, Block 4	1,829sf
Total			30,973sf
Average			30,973/18= 1,720.72sf

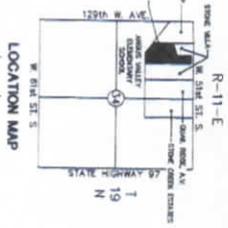
T-19-N, R-11-E

796.00'

SECTION LINE



STONE VILLA SECOND



STONE VILLA SECOND
 LOT EXHIBIT
 SAND SPRINGS, TULSA COUNTY, OKLAHOMA



LOT EXHIBIT	
OWNER	STONE VILLA SECOND
PREPARED BY	STONE VILLA SECOND
PROJECT NUMBER	STONE VILLA SECOND
DATE	STONE VILLA SECOND
REVISIONS	STONE VILLA SECOND



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

MEETING DATE: 08/22/2016

SUBJECT:

ORDINANCE 1289, AN ORDINANCE RELATING TO TITLE 8, HEALTH AND SAFETY; CREATING A NEW CHAPTER 08.60 ENTITLED ALARMS; CREATING A NEW SECTION 08.60.010 ENTITLED AUDIBLE ALARM DURATION; CREATING A NEW SECTION 08.60.020 ENTITLED SILENCING OF FIRE ALARMS IN ESTABLISHMENTS OPEN TO THE PUBLIC; CREATING A NEW SECTION 08.60.030 ENTITLED EXCESSIVE FALSE INTRUSION, HOLD-UP, PANIC OR FIRE ALARMS PROHIBITED; OF THE CODE OF ORDINANCES OF THE CITY OF SAND SPRINGS, OKLAHOMA, AND DECLARING AN EFFECTIVE DATE.

BACKGROUND AND HISTORY:

The Sand Springs Police and Fire Departments run on many false alarms each year. Both departments want to encourage citizens to have alarms, so they have been reluctant to support prior suggestions at requiring licensing. This ordinance will elevate many of the problems surrounding alarms without resorting to licensing.

BUGETARY IMPACT: None

STAFF RECOMMENDATION: Approval

COMPILED BY: Michael S. Carter – Chief of Police

APPROVED BY: Elizabeth A. Gray, City Manager

ATTACHMENTS: Ordinance 1289

CITY OF SAND SPRINGS, OKLAHOMA

ORDINANCE NO. 1289

AN ORDINANCE RELATING TO TITLE 8, HEALTH AND SAFETY; CREATING A NEW CHAPTER 08.60 ENTITLED ALARMS; CREATING A NEW SECTION 08.60.010 ENTITLED AUDIBLE ALARM DURATION; CREATING A NEW SECTION 08.60.020 ENTITLED SILENCING OF FIRE ALARMS IN ESTABLISHMENTS OPEN TO THE PUBLIC; CREATING A NEW SECTION 08.60.030 ENTITLED EXCESSIVE FALSE INTRUSION, HOLD-UP, PANIC OR FIRE ALARMS PROHIBITED; OF THE CODE OF ORDINANCES OF THE CITY OF SAND SPRINGS, OKLAHOMA, AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the current ordinances of the City of Sand Springs do not currently regulate alarm operation within the city limits of Sand Springs;

WHEREAS, most alarm activations in the city limits of Sand Springs are false in nature, and are not indicative of true emergencies;

WHEREAS; the false alarms create a nuisance upon the peace of the community and take public safety officials away from other responsibilities;

WHEREAS; silencing a fire alarm prematurely may create a risk of injury or death to citizens at commercial establishments;

WHEREAS, amendment of Title 08, Health and Safety; creation of a new chapter 08.60, Alarms; creation of new section 08.60.10, Audible Alarm Duration; creation of new section 08.60.020, Silencing of Fire Alarms In Establishments Open to the Public; creation of a new section 08.60.030, Excessive False Intrusion, Hold-Up, Panic or Fire Alarms Prohibited; are in the best interests of the residents of the City of Sand Springs.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAND SPRINGS, OKLAHOMA, THAT:

Section One: Title 8, Health and Safety, Chapter 08.60, Alarms, is hereby created.

Section Two: Title 8, Health and Safety, Chapter 08.60, Alarms, Section 08.60.010, Audible Alarm Duration is hereby created and from this date forward shall provide as follows:

Section 08.60.010 Audible Alarm Duration

All *alarm* users within the City of Sand Springs having a local/audible intrusion, hold-up, or panic *alarm*, shall have the *alarm* adjusted in a manner that will allow it to sound for not longer than fifteen (15) minutes before resetting and silencing itself. Within ninety (90) days after the effective date of this provision, all *alarm* users shall comply with this section.

Section Three: Title 8, Health and Safety, Chapter 08.60, Alarms, Section 08.60.020, Silencing of Fire Alarms is hereby created and from this date forward shall provide as follows:

All fire alarms activated within the City of Sand Springs, in all commercial businesses, or establishments open to the public, shall not be manually silenced by the property owner until in the presence of a member of the Sand Springs Fire Department or their designee.

Section Four: Title 8, Health and Safety, Chapter 08.60, Alarms, Section 08.60.030, Excessive False Intrusion, Hold-Up, Panic or Fire Alarms Prohibited is hereby created and from this date forward shall provide as follows:

- A. It shall be an offense for any property owner to allow for an intrusion, hold-up, panic or fire alarm system operating on their property to have an excessive amount of false alarms. An excessive amount of false alarms shall be defined as more than 3 false alarms in a 30 day period. A false alarm shall be defined as any alarm in which emergency responders did not find evidence of a true emergency.

- B. In the event of a property having an excessive number of false intrusion/hold up alarms, notice will be sent giving the property owner 14 days to show proof from a licensed alarm company that their system has been repaired. Failure to show proof will result in the property being placed on a non-response list with the police department. The property owner will be obligated to show the system has been repaired in order to be removed from the list.

- C. In the event of a property having an excessive number of false fire alarms, notice will be sent giving the property owner 14 days to show proof from a licensed alarm company that their system has been repaired. Failure to show proof will result in the person having control over the property either physically or by ownership being issued a citation upon any subsequent false alarm response.

Section Five: Any violation of Section 08.60.010 shall be a Class C violation of the ordinances of the City and subject to the penalties set forth by ordinance for Class C violations.

Section Six: Any violation of Section 08.60.020 shall be a Class A violation of the ordinances of the City and subject to the penalties set forth by ordinance for Class A violations.

Section Seven: Any violation of Section 08.60.010 Subsection A or Subsection C, shall be a Class C violation of the ordinances of the City and subject to the penalties set forth by ordinance for Class C violations.

Section Eight: This ordinance, upon passage shall become effective thirty (30) days from the date of first publication as provided by state law.

DATED this 22nd day of August, 2016.

CITY OF SAND SPRINGS, OKLAHOMA

Mike Burdge, Mayor

ATTEST:

Janice Almy, City Clerk

APPROVED AS TO FORM:

David L. Weatherford, City Attorney



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

MEETING DATE: 08/22/2016

SUBJECT:

Consideration and possible approval of a contract with Dewberry Architects Inc. for design of the new public safety facility.

STAFF RECOMMENDATION:

Approval

BACKGROUND AND HISTORY:

In September of 2015, the citizens of Sand Springs passed a dedicated sales tax for public safety. The major project intended to be paid for by this tax is the planning and construction of new police, fire, courts, 911 communications and emergency operations center facilities. The first step in this process will be the design phase for this building. Dewberry and Associates has previously been chosen by the public safety sales tax advisory committee.

BUGETARY IMPACT: See Page 20 of Contract

COMPILED BY: Michael S. Carter – Chief of Police

PRESENTED BY: Michael S. Carter – Chief of Police

ATTACHMENTS: AIA Contract – City of Sand Springs and Dewberry Architects Inc.



Document B133™ – 2014

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 23 day of May in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner:
(Name, legal status, address and other information)

City of Sand Springs
100 East Broadway
P.O. Box 338
Sand Springs, OK 74063-0338

and the Architect:
(Name, legal status, address and other information)

Dewberry Architects Inc.
1350 S. Boulder Ave., Ste. 600
Tulsa, OK 74119-3216

for the following Project:
(Name, location and detailed description)

Sand Springs Public Safety Complex
The site is on Wekiwa Road west of 129th W. Avenue
Public safety complex, 34,893 SF, containing police, fire and courts, similar to program developed by Dewberry Architects Inc. with a project budget of \$12,089,971.

The Construction Manager (if known):
(Name, legal status, address and other information)

To Be Determined

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201™–2007, General Conditions of the Contract for Construction; A133™–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134™–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

AIA Document A201™–2007 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

Dewberry's Public Safety Complex Concept and Needs Assessment, Exhibit "C", dated September 29, 2014 will be the basis of this project with updates per Exhibits G and H..

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Approximately 34,983 s.f., 2-story facility to be located on parcel at Wekiwa Road (11th Street), Sand Springs, Oklahoma.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

.1 Amount of the Owner's overall budget for the Project, including the Architect's compensations:

\$12,089,971

.2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is established as \$10,605,238 for building and site construction plus FFE budget of \$583,228. A working budget for cost of the totals \$11,188,526.

Init.

§ 1.1.4 The Owner's anticipated design and construction schedule from the execution of contract and accepted notice-to-proceed, excluding holidays:

.1 Design phase milestone dates, if any:

Reference Exhibit "D" for proposed project schedule.

.2 Commencement of construction:

See Exhibit "D".

.3 Substantial Completion date or milestone dates:

See Exhibit "D".

.4 Other:

All schedules are subject to modification by Owner.

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Not included as part of this contract.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner's sustainable objective, if any, or historic preservation requirements.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Mr. Mike Carter
Chief of Policer
City of Sand Springs
P.O. Box 338100 E. Broadway
Sand Springs, OK 74063

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

Mr. Mike Wood
Fire Chief
City of Sand Springs
P.O. Box 338100 E. Broadway
Sand Springs, OK 74063

§ 1.1.10 The Owner will retain the following consultants:

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User Notes:

Init.

/

(929772116)

(List name, legal status, address and other information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.)

To be determined.

- .2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

N/A

- .3 Land Surveyor:

Tulsa Land Surveying LLC (by Owner)
1903 S. Boston Ave.
Tulsa, OK 74119
918.794.6777

- .4

(Paragraphs deleted)

Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

N/A

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

D. Bruce Henley, AIA, LEED®AP, Principal
Dewberry Architects Inc.
1350 S. Boulder Ave., Ste. 600
Tulsa, OK 74119-3216
E-mail: bhenley@dewberry.com

James C. Healy, AIA, Senior Project Manager
Dewberry Architects Inc.
1350 S. Boulder Ave., Ste. 600
Tulsa, OK 74119-3216
E-mail: jhealy@dewberry.com

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:
Andrew Stuart, P.E. Dewberry Architects Inc.
1350 S. Boulder Ave., Ste. 600
Tulsa, OK 74119-3216
918.587.7283

Init.

- .2 Mechanical Engineer:
Brandon Pinkerton, P.E.
HP Engineering, Inc.
1836 South Baltimore Avenue, Suite B
Tulsa, OK 74119
539.664.4618
- .3 Electrical Engineer:
Brandon Pinkerton, P.E.
HP Engineering, Inc.
1836 South Baltimore Avenue, Suite B
Tulsa, OK 74119
539.664.4618

§ 1.1.12.2 Consultants retained under Additional Services:

- .1 **Civil Engineer:**
Dewberry Engineers Inc.
1350 S. Boulder Ave., Ste. 600
Tulsa, OK 74119-3216
- .2 **FFE:**
Dewberry Architects Inc.
1350 S. Boulder Ave., Ste. 600
Tulsa, OK 74119-3216
- .3 **Signage:**
Dewberry Architects Inc.
1350 S. Boulder Ave., Ste. 600
Tulsa, OK 74119-3216
- .4 **A/V / Telecommunication:**
Dewberry Architects Inc.
1350 S. Boulder Ave., Ste. 600
Tulsa, OK 74119-3216
- .5 **Security:**
Dewberry Architects Inc.
1350 S. Boulder Ave., Ste. 600
Tulsa, OK 74119-3216
- .6 **Electronics:**
Dewberry Architects Inc.
1350 S. Boulder Ave., Ste. 600
Tulsa, OK 74119-3216
- .7 **Geotechnical Engineer:**
Kleinfelder Inc.
10835 East Independence, Ste. 102
Tulsa, OK 74116

§ 1.1.13 Other Initial Information on which the Agreement is based:

Exhibit "A" - Scope of Services 03/07/16
Exhibit "B" - Standard Hourly Billing Rate Schedule;
Exhibit "C" - Needs Study 09/29/14
Exhibit "D" - Project Schedule.
Exhibit "E" - Fee Distribution
Exhibit "F" - Travel Expenses
Exhibit "G" - Needs Study Update 02/24/16 - Adjacency Plans
Exhibit "H" - Needs Study Update 02/24/16 - Cost Model

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and one million dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) per claim and one million dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than one hundred thousand dollars (\$ 100,000.00).

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$ 1,000,000.00) per claim and one million dollars (\$ 1,000,000.00) in the aggregate.

Init.

§ 2.6.6 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical and plumbing engineering, electrical engineering, and interiors. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a final schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal

§ 3.2.1 Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents

submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 During each of the design phases, the Owner will receive a Guaranteed Maximum Price proposal, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.3.1.15, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other sustainable design services under Article 4.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design

Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents may also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Owner and Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and obtain the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Owner’s approval of the Construction Manager’s Control Estimate, or the Owner’s issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the bi-monthly (not to exceed 30) site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Assistance with selection of the Construction Manager	Architect	
§ 4.1.2 Programming (B202™-2009)	Architect	Complete
§ 4.1.3 Multiple preliminary designs	N/P	
§ 4.1.4 Measured drawings	N/P	
§ 4.1.5 Existing facilities surveys	N/P	
§ 4.1.6 Site Evaluation and Planning (B203™-2007)	N/P	
§ 4.1.7 Building Information Modeling (E203™-2013)	Architect (Included)	Base
§ 4.1.8 Civil engineering	Architect	(Additional) Fee TBD
§ 4.1.9 Landscape design	Architect	(Additional) Exhibit "E"
§ 4.1.10 Architectural Interior Design	Architect	Base

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User Notes:

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	(B252™-2007)	(Included)	
§ 4.1.11	Value Analysis (B204™-2007)	N/P	
§ 4.1.12	Detailed cost estimating	N/P	
§ 4.1.13	Added on-site construction progress reviews (B207™-2008)	Architect	

(Row deleted)

§ 4.1.14	Conformed construction documents	Architect	Base
§ 4.1.15	As-Designed Record drawings	N/P	
§ 4.1.16	As-Constructed Record drawings	Construction Manager	
§ 4.1.17	Post occupancy evaluation	N/P	
§ 4.1.18	Facility Support Services (B210™-2007)	N/P	
§ 4.1.19	Tenant-related services	N/P	
§ 4.1.20	Coordination of Owner's consultants	N/P	
§ 4.1.21	Telecommunications/Data Design	Architect	(Additional) Exhibit "E"

(Row deleted)

§ 4.1.22	Security Evaluation and Planning (B206™-2007)	N/P	
§ 4.1.23	Commissioning (B211™-2007)	Architect	(Additional) Exhibit "E"
§ 4.1.24	Extensive sustainable design services	N/P	
§ 4.1.25	LEED® Certification (B214™-2012)	N/P	
§ 4.1.26	Historic Preservation (B205™-2007)	N/P	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Architect	(Additional) Exhibit "E"
§ 4.1.28	Project Monument Sign	Architect	(Additional) Exhibit "E" - TBD
§ 4.1.29	Building Generator	Architect	(Additional) Exhibit "E"
§ 4.1.30	A/V Design	Architect	(Additional) Exhibit "E"
§ 4.1.31	Security Electronics	Architect	(Additional) Exhibit "E"
§ 4.1.32	Telecommunications	Architect	(Additional) Exhibit "E"
§ 4.1.33	Detention Hardware	Architect	(Additional) Exhibit "E"
§ 4.1.34	Detention Security	Architect	(Additional) Exhibit "E"

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

See Exhibit "A"

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;

Init.

- .3 Services necessitated by the Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Assistance to the Initial Decision Maker, if other than the Architect;
- .13 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .14 Services necessitated by the Owner's delay in engaging the Construction Manager; and
- .15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 thirty (30) visits to the site by the Architect over the duration of the Project during construction
- .3 two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.3.5 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Section 4.1 through 4.3:

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for overseeing and maintaining the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall direct the Architect to furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests

such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 Subject to Section 4.3, if the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Architect shall assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another.

(Paragraph deleted)

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner represent that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, unless the parties mutually agree otherwise.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due

§ 9.7 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

(Paragraph deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Oklahoma.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Reference Exhibit "E" - Fee Distribution

Base service fee is \$660,899

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Reference Exhibit "E" - Fee Distribution

Additional Services fee is \$152,500

Reimbursable Allowances:

Travel Expense budget is \$12,600

Travel Time budget is \$16,200

Reproduction budget is \$9,500 billed at cost, plus 15%

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Exhibit "B" – Standard Hourly Billing Rate Schedule, or as mutually agreed.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus one and fifteen hundredths percent (1.15).

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows; reference 1.5.1:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Thirty	percent (30	%)
Construction Documents Phase	Thirty	percent (30	%)
Bid Phase	Two & One Half	percent (2.5	%)
Construction Phase	Twenty-Two & One Half	percent (22.5	%)
Total Basic Compensation	One Hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted Guaranteed Maximum Price Amendment, as applicable, or (2) if the Guaranteed Maximum Price proposal has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit "B" - Standard Hourly Billing Rate Schedule

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;

(Paragraph deleted)

- .2 Printing, reproductions, plots, standard form documents;
- .3 Postage, handling and delivery;
- .4 Approved expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .5 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

(Paragraph deleted)

- .6 All taxes levied on professional services and on reimbursable expenses;

(Paragraph deleted)

- .7 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.8.3 If the insurance requirements listed in Section 2.6 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:

As mutually agreed.

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

As mutually agreed.

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Zero (\$ 0.00)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

As mutually agreed.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B133™-2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2

(Paragraphs deleted)

Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

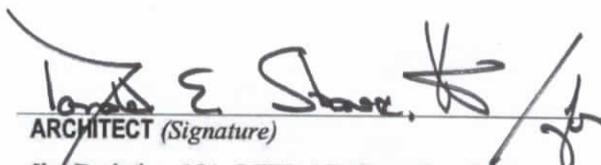
- Exhibit "A" - Scope of Services 03/07/16
- Exhibit "B" - Standard Hourly Billing Rate Schedule;
- Exhibit "C" - Needs Study 09/29/14
- Exhibit "D" - Project Schedule.
- Exhibit "E" - Fee Distribution
- Exhibit "F" - Travel Expenses
- Exhibit "G" - Needs Study Update 02/24/16 – Adjacency Plans
- Exhibit "H" - Needs Study Update 02/24/16 – Cost Model

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Mike Burdge, Mayor City of Sand Springs

(Printed name and title)



ARCHITECT *(Signature)*

Jim Draheim, AIA, LEED AP, Operations Unit
Manager

(Printed name and title)



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: August 22, 2016

SUBJECT:

Resolution 17-02

STAFF RECOMMENDATION:

Approval of resolution and authorize the Mayor to sign bid recommendations

BACKGROUND AND HISTORY:

This resolution attempts to capture all related components to date as well as future needs associated with completion of the Vision2025- Case Community Park and Sand Springs Highway Corridor Capital Improvement Projects.

Parks staff is working alongside CMSWillowbrook and the design team for the park improvements phase. With this resolution we are securing 14 bids towards completion of the project; 2 bids are planned for opening on August 31st and several bid components are being rejected with the City (Parks staff) planning to self-perform to complete the work and save additional funding.

With awarding the 14 bids, all are contingent upon CMSWillowbrook delivering the remaining bids and producing several Guaranteed Maximum Price (GMP) contracts to fully execute the park work next month. We anticipate that happening on the September 12th City Council meeting. Upon that event, construction could begin as early as October.

This resolution also authorizes the City Manager to complete any necessary lease obligations with the USACE and the Sand Springs Home as well as continue work with an existing ILA with the Tulsa County Board of Commissioners.

This Resolution was reviewed at the Public Works Advisory Committee on August 16, 2016 and has been reviewed by the City Attorney.

BUDGETARY IMPACT: None at this time

COMPILED BY: Gerondale

PRESENTED BY: Gerondale

ATTACHMENTS:

Resolution No. 17-02 and Bid Recommendations from CMSWillowbrook (for signing)

**CITY OF SAND SPRINGS
SAND SPRINGS, OKLAHOMA**

RESOLUTION No. 17-02

A RESOLUTION RELATED TO PARK FUNDING; PARK LEASES; PARK IMPROVEMENTS, APPROVING AND REJECTING THE AWARD OF BIDS FOR THE IDENTIFIED COMPONENTS AND FUTURE COMPONENTS, AUTHORIZING AN AWARD OF CONTRACT FOR GUARANTEED MAXIMUM PRICE CONTRACTS, EXECUTING INTERLOCAL AGREEMENT WITH TULSA COUNTY BOARD OF COMMISSIONERS, AUTHORIZING PAYMENTS AND PROJECT BUDGET TRANSFERS, AND AUTHORIZING THE SIGNATURE OF ALL RELATED DOCUMENTS

WHEREAS, the City of Sand Springs has secured funding from Vision 2025 program and from private donor Mike Case and;

WHEREAS, the City has existing leases with the U.S. Army Corps of Engineers and the Sand Springs Home, and it is in the best interest of the City to maintain those leased parcels and;

WHEREAS the City has engaged CMSWillowbrook as Construction Manager for the improvements at what shall become Case Community Park, and who is in the process of obtaining bids for the construction of several components for the park improvements;

WHEREAS Sand Springs Park Friends, Inc. has secured private donations to assist with this project and will be an active participant in making payments and/or transfers of real gifts to the City and;

WHEREAS, bids have been received for multiple components and proceeding with contracts for each of the components is appropriate at this time and;

WHEREAS, additional bid items will be forthcoming from the Construction Manager;

WHEREAS, the approval of the authority to contract and process payment will expedite the project so it can be completed in a timely manner;

WHEREAS, clear direction in regard to the processing of future components is in the best interest of the public and will assist staff in moving forward with the project in a timely manner;

WHEREAS, authorizing payments pursuant to the contracts is necessary to construct this project;

WHEREAS, approval of the documents associated with this project are in the best interest of the citizens of the City of Sand Springs;

THEREFORE, BE IT RESOLVED by the City Council of the City of Sand Springs as follows:

1. The City authorizes staff to accept from Sand Springs Park Friends, Inc any private financial donations from Mike and Pat Case as part of an existing Title Sponsorship Agreement for this project. Staff is further authorized to make any budgetary amendments required to accept such gifts. The City also accepts the efficient option for Sand Springs Park Friends, Inc. to make payments to CMSWillowbrook directly and/or make direct purchases to vendors for goods and materials identified as part of this project by staff.
2. The City both accepts and rejects bids according to recommendations provided by CMSWillowbrook which are listed in Exhibit A- Case Community Park Bid Recommendation for Infrastructure Improvements. Awarded bids are contingent upon the securing of a Guaranteed Maximum Price (GMP) contract for the Vision 2025 Case Community Park project from CMSWillowbrook no later than September 30, 2016.
3. The City directs staff to work with CMSWillowbrook to secure additional bids required to complete the work and to produce a GMP contract for the Case Community Park project.
4. The City authorizes staff to make budget transfers among projects within the Vision 2025 Capital Improvement Projects fund as needed to facilitate the projects.
5. The City approves a supplemental appropriation in the Vision 2025 Fund to increase the Contributions and Donations line item budget by \$2,000,000 and increase the Community Enrichment project budget by \$2,000,000.
6. The City authorizes the City Manager to enter into one or more (Case Community Park and Sand Springs Expressway Corridor Enhancements) GMP contracts with CMSWillowbrook, which when combined, are within the budgetary limits of this project (\$4.5M).
7. The City Manager is specifically authorized to enter into contracts for future River City Park and/or Vision 2025 related project components in which the bid price is below \$25,000, and in which the funds have previously been appropriated for the project or are available through an existing contract with Tulsa County for access to visions funds.
8. The City Manager is specifically authorized to enter into contracts and make payments for paving and paving-related work with the Tulsa County Board of Commissioners as part of an existing interlocal agreement between that agency and the City.

9. The City Manager is specifically authorized to enter into lease contracts with the U.S. Army Corps of Engineers for work planned on Lease #DACW56-1-01-210 (44 acres of River City Park) in pursuit of this project.
10. The City Manager is specifically authorized to enter into lease contracts with the Sand Springs Home for work planned on land owned by the Sand Springs Home that is within the scope of this project.
11. All payments required pursuant to the contracts stated herein are authorized.
12. The Mayor and/or City Manager are authorized to sign all documents associated with the project.

This Resolution is approved in open meeting of the City of Sand Springs, Oklahoma, on the ___ day of September, 2016.

CITY OF SAND SPRINGS, OKLAHOMA

Mike Burdge, Mayor

ATTEST:

Janice L. Almy, City Clerk

Approved as to Form:

David L. Weatherford, City Attorney

EXHIBIT A

Case Community Park
Bid Recommendations
for
Infrastructure Improvements

August 15, 2016



City of Sand Springs
Case Community Park
Bid Recommendations for Infrastructure Improvements

August 15, 2016

RECOMMENDATIONS (Base Bid)

Sealed bids were opened and read aloud in accordance with the Advertisement for Bids at 2:00 PM, on July 27, 2016 for the following:			
Bid Package #1 - Water Line	Base Bid		Total Bid
Circle B Underground LLC	\$ 75,050.00		\$ 75,050.00
EC Plumbing	\$ 105,596.00		\$ 105,596.00
Duncan & Sons	\$ 167,000.00		\$ 167,000.00
Cherokee Builders	\$ 177,831.00		\$ 177,831.00
Young Contracting	\$ 314,000.00		\$ 314,000.00
RECOMMENDATION: Award the Base Bid to the low responsible bidder, Circle B Underground LLC, for a contract total of \$75,050.00.			

Action taken by Owner:

- Approved** **Disapproved**

Owner _____

Date _____



City of Sand Springs
Case Community Park
Bid Recommendations for Land Acquisition and Event Facility

August 15, 2016

RECOMMENDATIONS (Base Bid)

Sealed bids were opened and read aloud in accordance with the Advertisement for Bids at 2:00 PM, on July 27, 2016 for the following:

Bid Package #2 - Athletic Equipment	Base Bid		Total Bid
Academic Specialties	\$ 42,055.00		\$ 42,055.00

RECOMMENDATION: Award the Base Bid to the low responsible bidder, Academic Specialties, for a contract total of \$42,055.00.

Bid Package #2A - Bleachers and Benches	Base Bid		Total Bid
ACS Playground Adventures	\$ 31,840.00		\$ 31,840.00
OK Canopies & Awnings	\$ 32,400.00		\$ 32,400.00

RECOMMENDATION: Reject all bids. Revise construction documents and rebid.

Action taken by Owner:

- Approved**

 Disapproved

Owner _____ Date _____

City of Sand Springs - Case Community Park
 Bid Recommendations for:
 Capital Improvements for Community Enrichment



August 15, 2018

RECOMMENDATIONS (Base Bids)

Sealed bids were opened and read aloud in accordance with the Advertisement for Bids at 2:00 PM on July 27, 2018, with the exception of bid packages 17, 20, and 21. Sealed bids were opened and read aloud in accordance with the Advertisement for Bids at 2:00 PM on August 3, 2018 for bid packages 17, 20, and 21. Our recommendations are per the following:

Bidders Name	Base Bid	Alt 1: Parking Lot	Alt 2: Parking Lot & Drop Off	Alt 3: Parking Lot Areas	Alt 4: Irrigation Pump and Enclosure	Alt 5: Seeding of Disturbed Areas	TOTAL
BP #3: Demolition							
American Demolition	\$ 89,865.00						\$ 89,865.00
Ark Wrecking	\$ 117,710.00						\$ 117,710.00
Lowry Construction Services	\$ 156,851.00						\$ 156,851.00

RECOMMENDATION: Award Base Bid to the low responsible bidder, American Demolition, for a total contract amount of \$89,865.00.

BP #4 : Earthwork							
Grindstone Construction, Inc.	\$ 364,600.00	\$ 74,800.00	\$ 44,800.00	\$ 46,700.00			\$ 364,600.00
Lowry Construction Services Inc.	\$ 502,752.00	\$ 53,752.00	\$ 30,001.40	\$16,667.20			\$ 502,752.00
R Group, Inc.	\$ 538,100.00	\$ 105,524.00	\$ 42,120.00	\$ 25,681.00			\$ 538,100.00
Lowry Construction (combo BP 3 & 4)	\$ 655,159.00	\$ 53,752.00	\$ 30,001.40	\$16,667.20			\$ 655,159.00

RECOMMENDATION: Award Base Bid to the low responsible bidder, Grindstone Construction, Inc., for a total contract amount of \$364,600.00

City of Sand Springs - Case Community Park
 Bid Recommendations for:
 Capital Improvements for Community Enrichment



Sealed bids were opened and read aloud in accordance with the Advertisement for Bids at 2:00 PM on July 27, 2016, with the exception of bid packages 17, 20, and 21. Sealed bids were opened and read aloud in accordance with the Advertisement for Bids at 2:00 PM on August 3, 2016 for bid packages 17, 20, and 21. Our recommendations are per the following:

BP #5: Site Utilities

Duncan & Sons	\$	89,000.00						\$	89,000.00
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RECOMMENDATION: Reject all bids. Revise construction documents and rebid.

BP #6: Paving and Walks

Cherokee Builders	\$	968,274.00	\$	232,476.00	\$	63,626.00	\$	46,422.00	\$	1,268.00		\$	968,274.00
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RECOMMENDATION: Reject all bids. Revise construction documents and rebid.

BP #7: Concrete

Timbrel Building Co	\$	99,982.00									\$	99,982.00
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RECOMMENDATION: Award Base Bid to the low responsible bidder, Timbrel Building Co., for a total contract amount of \$99,982.00.

BP #8: Masonry

Brazeal Masonry	\$	80,800.00									\$	80,800.00
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RECOMMENDATION: Award Base Bid to the low responsible bidder, Brazeal Masonry, for a total contract amount of \$80,800.00.

City of Sand Springs - Case Community Park
 Bid Recommendations for:
 Capital Improvements for Community Enrichment



Sealed bids were opened and read aloud in accordance with the Advertisement for Bids at 2:00 PM on July 27, 2016, with the exception of bid packages 17, 20, and 21. Sealed bids were opened and read aloud in accordance with the Advertisement for Bids at 2:00 PM on August 3, 2016 for bid packages 17, 20, and 21. Our recommendations are per the following:

BP #9: Structural Steel (Material Only)

Green Country Steel, LLC (combo BP #9, #10 & #12)	\$	241,023.81						\$	241,023.81
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RECOMMENDATION: Award the Combination bid for Bid Packages 9, 10 & 12 to the low responsible bidder, Green Country Steel, LLC, for a total amount of \$241,023.81.

BP #10: Structural Steel (Erection Only)

Green Country Steel, LLC (combo BP #9, #10 & #12)	\$	241,023.81						\$	241,023.81
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RECOMMENDATION: Award included as a combination bid in Bid Package #9 recommendation.

BP #11: Roofing

No Bids received									
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RECOMMENDATION: No bids were received on this package. As per Title 61, Section 119.1, the Owner may negotiate up to \$50,000.00; therefore we recommend receiving solicitations of competitive quotes for procurement of this bid package.

Title 61; Section 119.1. Certain Contract to be Negotiated When No Bid is Received; Subsection A states; if no timely bid is received after bid notices have been published on any proposed public construction contract which does not exceed Fifty Thousand Dollars (\$50,000.00): 1. The governing body of a county, city, town or school district may direct its employees or agents to negotiate the contract with a prospective contractor.

City of Sand Springs - Case Community Park
 Bid Recommendations for:
 Capital Improvements for Community Enrichment



Sealed bids were opened and read aloud in accordance with the Advertisement for Bids at 2:00 PM on July 27, 2016, with the exception of bid packages 17, 20, and 21. Sealed bids were opened and read aloud in accordance with the Advertisement for Bids at 2:00 PM on August 3, 2016 for bid packages 17, 20, and 21. Our recommendations are per the following:

BP #12: Corten Metal Work (Material Only)							
Green Country Steel, LLC (combo BP #9, #10 & #12)	\$	241,023.81					\$ 241,023.81

RECOMMENDATION: Award included as a combination bid in Bid Package #9 recommendation.

BP #13: Painting							
Vale Painting Co., Inc.	\$	24,500.00					\$ 24,500.00
Wiljo Interiors	\$	37,230.00	\$ 390.00	\$ 130.00	\$ 130.00	\$ 450.00	\$ 37,230.00

RECOMMENDATION: Award Base Bid to the low responsible bidder, Vale Painting Co. Inc., for a total contract amount of \$24,500.00.

BP #14: Signage (Dimensional Letters)							
A-Max Sign Company, Inc.	\$	32,465.00					\$ 32,465.00
Architectural Sign & Graphics	\$	36,500.00					\$ 36,500.00

RECOMMENDATION: Award Base Bid to the low responsible bidder, A-Max Sign Company, Inc., for a total contract amount of \$32,465.00.

BP #15: Playground Equipment & Surfacing							
ACS Playground Adventures, Inc.	\$	406,460.00					\$ 406,460.00

RECOMMENDATION: Award Base Bid to the low responsible bidder, ACS Playground Adventures, Inc., for a total contract amount of \$406,460.00.

City of Sand Springs - Case Community Park
 Bid Recommendations for:
 Capital Improvements for Community Enrichment



Sealed bids were opened and read aloud in accordance with the Advertisement for Bids at 2:00 PM on July 27, 2016, with the exception of bid packages 17, 20, and 21. Sealed bids were opened and read aloud in accordance with the Advertisement for Bids at 2:00 PM on August 3, 2016 for bid packages 17, 20, and 21. Our recommendations are per the following:

BP #16: Plumbing/HVAC							
All American Plumbing, Inc.	\$	19,300.00					\$ 19,300.00

RECOMMENDATION: Award Base Bid to the low responsible bidder, All American Plumbing, Inc., for a total contract amount of \$19,300.00.

BP #17: Electrical							
Third Generation Electrical, Inc.	\$	391,900.00	\$ 22,000.00	\$ 6,633.00	\$ 11,574.00	\$ 5,122.00	\$ 391,900.00
2J's Electric Inc.	\$	437,322.00	\$ 27,930.00	\$ 7,142.00	\$ 12,316.00	\$ 2,866.00	\$ 437,322.00
RGroup, Inc.	\$	523,767.00	\$ 46,825.00	\$ 17,250.00	\$ 21,750.00	\$ 11,250.00	\$ 523,767.00

RECOMMENDATION: Award Base Bid to the low responsible bidder, Third Generation Electrical, Inc., for a total contract amount of \$391,900.00.

BP #18: Fencing							
R & B Fence, LLC	\$	38,400.00					\$ 38,400.00
Midwest Fence	\$	63,876.00					\$ 63,876.00

RECOMMENDATION: Award Base Bid to the low responsible bidder, R & B Fence LLC, for a total contract amount of \$38,400.00.

City of Sand Springs - Case Community Park
 Bid Recommendations for:
 Capital Improvements for Community Enrichment



Sealed bids were opened and read aloud in accordance with the Advertisement for Bids at 2:00 PM on July 27, 2016, with the exception of bid packages 17, 20, and 21. Sealed bids were opened and read aloud in accordance with the Advertisement for Bids at 2:00 PM on August 3, 2016 for bid packages 17, 20, and 21. Our recommendations are per the following:

BP #19: Rough Carpentry

No bids received.							
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RECOMMENDATION: No bids were received on this package. As per Title 61, Section 119.1, the Owner may negotiate up to \$50,000.00; therefore we recommend receiving solicitations of competitive quotes for procurement of this bid package.

Title 61; Section 119.1. Certain Contract to be Negotiated When No Bid is Received; Subsection A states; if no timely bid is received after bid notices have been published on any proposed public construction contract which does not exceed Fifty Thousand Dollars (\$50,000.00): 1. The governing body of a county, city, town or school district may direct its employees or agents to negotiate the contract with a prospective contractor.

BP #21: Seeding & Sodding (Bid 8/3/2016)

Green Acre Sod	\$ 163,832.00					\$ 39,761.60	\$ 163,832.00
Jonesplan, LLC	\$ 192,000.00					\$ 74,553.00	\$ 192,000.00
Easton Sod Farms, Inc.	\$ 221,447.78						\$ 221,447.78

RECOMMENDATION: Award Base Bid to the low responsible bidder, Green Acre Sod, for a total contract amount of \$163,832.00.

BP #22: Canopies for Bleachers

OK Canopies & Awnings	\$ 28,700.00						\$ 28,700.00
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RECOMMENDATION: Reject all bids. Revise construction documents and rebid.

Action taken by Owner:
 Approved Disapproved

Owner _____ Date _____

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 17th day of

August, 2016.



Janice L. Almy
Notary Public

My Commission Expires _____

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

08/22/2016

210 GENERAL FUND

000226	AMERICAN FIDELITY ASSURANCE	AMF SUPPLEMENTAL-AUG 2016	2,683.32
000231	AMERICAN FIDELITY ASSURANCE	AMF SUPPLEMENTAL-JUL 2016	2,755.86
000103	AMERICAN MUNICIPAL SERVICES CORP	JUNE 2016	305.45
PI0208	AUTOZONE	FREON	69.99
000211	CLEET	JULY 2016 - COURT COSTS	1,079.32
PI0207	FENTRESS OIL CO	BULK ANTIFREEZE	406.58
000104	FLEX ACCOUNT ADMINISTRATION	FLEX SPENDING CONTRI-JULY	5,162.03
000236	FLEX ACCOUNT ADMINISTRATION	FLEX SPENDING CON-AUG2016	4,632.73
PR0722	FRATERNAL ORDER OF POLICE	PPE 07/15/16	700.00
PR0805	FRATERNAL ORDER OF POLICE	PPE 07/29/16	700.00
PI0574	INDUSTRIAL MAINTENANCE SUPPLY INC	PAPER TOWELS, LINERS, TIS	3,060.19
PR0722	INT'L ASSOC OF FIREFIGHTERS	PPE 07/15/16	652.00
PR0805	INT'L ASSOC OF FIREFIGHTERS	PPE 07/29/16	652.00
000240	NEW BENEFITS LTD	AMF IDENTITY-JULY 2016	80.00
000214	OK UNIFORM BLDG CODE COMMISSION	JULY 2016 - COMMISSION FEE	116.00
000212	OKLAHOMA BUREAU OF NARCOTICS	JULY 2016 - COURT COSTS	20.00
PR0722	OKLAHOMA FIREFIGHTERS PENSION BRD	PPE 07/15/16 PP#15	16,920.91
PR0731	OKLAHOMA FIREFIGHTERS PENSION BRD	PAYROLL SUMMARY	377.22
PR0805	OKLAHOMA FIREFIGHTERS PENSION BRD	PPE 07/29/16 PP#16	17,250.18
PR0722	OKLAHOMA POLICE PENSION	PPE 07/15/16 PP#15	13,019.01
PR0805	OKLAHOMA POLICE PENSION	PPE 07/29/16 PP#16	13,043.81
000213	OSBI	JULY 2016 - COURT COSTS	1,165.32
PI0206	RAMBIN PETROLEUM INC	ALL SEASON SYNETHIC OIL	2,308.00
PR0722	SS FIREFIGHTERS STATION FUND	PPE 07/15/16	251.00
PR0805	SS FIREFIGHTERS STATION FUND	PPE 07/29/16	251.00
PR0722	TULSA AREA UNITED WAY INC	PAYROLL SUMMARY	160.43
PR0722	TULSA AREA UNITED WAY INC	PAYROLL SUMMARY	167.45
PR0805	TULSA AREA UNITED WAY INC	PAYROLL SUMMARY	167.45
PR0805	TULSA AREA UNITED WAY INC	PAYROLL SUMMARY	160.43
TOTAL			88,317.68

MUNICIPAL COURT

000128	BANK OF AMERICA	NEOPOST USA	45.51
000050	BANK OF AMERICA	BATTERYSPACE BATTERYSPA	56.12
000172	BANK OF AMERICA	PAM DISTRIBUTING	186.65
161236	HUMAN SKILLS AND RESOURCES, INC	CASE-122690-JUVEN CNSLING	875.00

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

08/22/2016

170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	QRTLY WRK COMP PAYMNT	1,275.50
170202	OKLAHOMA STAFFING SPECIALISTS, LLC	TEMP LABOR W/E 07/03/16	109.89
170202	OKLAHOMA STAFFING SPECIALISTS, LLC	TEMP LABOR W/E 07.10.16	449.55
170202	OKLAHOMA STAFFING SPECIALISTS, LLC	TEMP LABOR W/E 07.17.16	469.53
161180	OKLAHOMA STAFFING SPECIALISTS, LLC	TEMP LABOR W/E 07/03/16	422.91
MUNICIPAL COURT ADMINISTRATION TOTAL			3,890.66

CITY MANAGER

000127	BANK OF AMERICA	NEOPOST USA	1.50
000155	BANK OF AMERICA	CDW GOVERNMENT	70.12
170265	GRAY, ELIZABETH	MILEAGE REIMB-07/13-07/15	180.94
170223	ICMA	ICMA MEMBERSHIP RENEWAL	960.00
170240	INT'L COUNCIL OF SHOPPING CENTERS	ICSC MEMBRSHIP REN-1642416	100.00
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	QRTLY WRK COMP PAYMNT	2,900.75
170133	SS AREA CHAMBER OF COMMERCE	OPEN FORUM-EG & DB-AUG	20.00
170156	TULSA WORLD MEDIA COMPANY	CTY MANAGER SUBSCRIPTION	67.60
000282	VERIZON WIRELESS	VERIZON	120.03
CITY MANAGER ADMINISTRATION TOTAL			4,420.94

CITY CLERK

170266	ALMY, JANICE	MILEAGE REIMB-07.15.16	111.58
000129	BANK OF AMERICA	NEOPOST USA	36.46
000154	BANK OF AMERICA	CDW GOVERNMENT	70.12
170241	IIMC	ANNUAL MEMBERSHIP REN-JA	155.00
170222	INSURICA	16-17 J.A. BOND RENWAL	350.00
160082	NEIGHBOR NEWS-LEGAL ADS	ORD NO 1284/W MAP	127.00
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	QRTLY WRK COMP PAYMNT	1,232.50
170239	OKLAHOMA MUNICIPAL LEAGUE	FY17 OML MCT MBSHIP-JALMY	65.00
170152	TULSA COUNTY CLERK	MONTHLY RECORDING FILINGS	572.00
170155	TULSA WORLD MEDIA COMPANY	LEGAL ADS-ORD1285,1287,PN	766.72
000283	VERIZON WIRELESS	VERIZON	40.01
CITY CLERK CITY CLERK TOTAL			3,526.39

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

08/22/2016

GENERAL ADMINISTRATION

000016	BANK OF AMERICA	WAL-MART #0838	57.30
170256	OKLAHOMA MUNICIPAL ASSURANCE GROUP	SEMI ANN-GL & AUTO INSUR	3,137.31
170099	OKLAHOMA MUNICIPAL LEAGUE	16-17 OML ANNUAL SRV FEES	16,191.10
170238	OKLAHOMA MUNICIPAL LEAGUE	FY17 MCO DUES-MAYOR MBURD	305.00
170133	SS AREA CHAMBER OF COMMERCE	OPEN FORUM MAYOR BURDGE	10.00
GENERAL ADMINISTRATION GENERAL ADMINISTRATION TOTAL			19,700.71

PLANNING & DEVELOPMENT

000121	BANK OF AMERICA	LOT A	7.00
000133	BANK OF AMERICA	NEOPOST USA	21.87
000119	BANK OF AMERICA	OKCOUNTYRECORDS COM	25.00
000120	BANK OF AMERICA	USPS 39722702133604448	12.80
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	QRTLY WRK COMP PAYMNT	1,130.00
000294	VERIZON WIRELESS	VERIZON	40.01
PLANNING & DEVELOPMENT ADMINISTRATION TOTAL			1,236.68

HUMAN RESOURCES

160011	AMERICAN CHECKED INC	BCK GRND CKS-R.OWENS	15.00
170006	AMERICAN CHECKED INC	BACKGROUND CHECKS	25.00
000014	BANK OF AMERICA	WAL-MART #0838	15.88
000015	BANK OF AMERICA	TULSA AREA HUMAN RESOURCE	15.00
000118	BANK OF AMERICA	OLD TIME POTTERY #50	19.98
000130	BANK OF AMERICA	NEOPOST USA	5.71
170026	CONCENTRA MEDICAL CENTERS	C.STEPHENS D.SCREEN	53.00
160038	CONCENTRA MEDICAL CENTERS	R.CARTER & M.MORROW D.SCR	106.00
170026	CONCENTRA MEDICAL CENTERS	PREPLMNT SCREENING-JW	50.00
170026	CONCENTRA MEDICAL CENTERS	PREPLMNT SCREENS-MB & AJ	100.00
170252	EON APPLICATIONS INC	ACQUIRE MON SUB-AUG2016	279.85
170252	EON APPLICATIONS INC	ACQUIRE MON SUB-JULY2016	279.85
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	QRTLY WRK COMP PAYMNT	999.50
HUMAN RESOURCES ADMINISTRATION TOTAL			1,964.77

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

08/22/2016

FINANCE

000131	BANK OF AMERICA	NEOPOST USA	81.10
170222	INSURICA	16-17 PEHBP BOND REN	360.90
170222	INSURICA	16-17 K.L. BOND REN	750.00
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	QRTLY WRK COMP PAYMNT	3,244.00
170198	OKLAHOMA TAX COMMISSION	SALES TAX PERMIT RENEWAL	40.00
170155	TULSA WORLD MEDIA COMPANY	LEGAL ADS-ORD1285,1287,PN	20.00
000284	VERIZON WIRELESS	VERIZON	80.02
FINANCE ADMINISTRATION TOTAL			4,576.02

CITY ATTORNEY

170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	QRTLY WRK COMP PAYMNT	103.75
170059	WEATHERFORD, DAVID L	LEGAL SRVCS-VAR DEPTS	5,532.00
CITY ATTORNEY ADMINISTRATION TOTAL			5,635.75

INFORMATION SERVICES

000098	A T & T	AT&T	753.89
000277	A T & T	AT&T	236.90
000278	A T & T	AT&T	50.00
000132	BANK OF AMERICA	NEOPOST USA	0.25
000027	BANK OF AMERICA	WWW EARTHLINK.NET	21.95
000029	BANK OF AMERICA	HPE SERVICES	2,135.52
000147	BANK OF AMERICA	EIG DOTSTER	17.49
000148	BANK OF AMERICA	EIG DOTSTER	17.49
000149	BANK OF AMERICA	EIG DOTSTER	17.49
004449	COX COMMUNICATIONS CENTRAL II INC	COX-JUNE 2016	3,801.80
000114	COX COMMUNICATIONS CENTRAL II INC	COX	660.74
000279	COX COMMUNICATIONS CENTRAL II INC	COX	168.79
000281	COX COMMUNICATIONS CENTRAL II INC	COX	112.53
160046	DRAKE SYSTEMS, INC	YEARLY COLOR COPIES KYOCE	81.94
170063	DRAKE SYSTEMS, INC	BASE RATE JULY16-JUNE17	240.00
170095	NETLINK SOLUTIONS LLC	IBT SPAM FILTERING	120.00
170095	NETLINK SOLUTIONS LLC	IBT SPAM FILTERING	1,286.50
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	QRTLY WRK COMP PAYMNT	1,057.75
000285	VERIZON WIRELESS	VERIZON	160.04

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

08/22/2016

INFORMATION SERVICES ADMINISTRATION TOTAL

10,941.07

FACILITIES MANAGEMENT

160303	ACCURATE FIRE EQUIPMENT CO INC	SEMI-ANNUAL INSPECTION	105.00
000248	AMERICAN ELECTRIC POWER	AEP MISC BILLS	24.55
000249	AMERICAN ELECTRIC POWER	AEP MISC BILLS	726.49
000250	AMERICAN ELECTRIC POWER	AEP MISC BILLS	162.00
000251	AMERICAN ELECTRIC POWER	AEP MISC BILLS	363.25
170011	ATWOODS-SAND SPRINGS	50 AMP ONE-TIME CARTRIDGE	2.89
170011	ATWOODS-SAND SPRINGS	THREADED ROD	2.41
170011	ATWOODS-SAND SPRINGS	CAULK WINDOW & DOOR WHITE	3.98
170011	ATWOODS-SAND SPRINGS	CAULK WINDOW & DOOR WHITE	5.97
160018	AUTO CHLOR SYSTEM LLC	DISHWASHER DETERGENT	86.00
000031	BANK OF AMERICA	LOCKE SUPPLY - WE TULSA C	10.69
000032	BANK OF AMERICA	LOCKE SUPPLY - WE TULSA C	26.43
000035	BANK OF AMERICA	SAND SPRINGS BUILDING SUP	19.98
000080	BANK OF AMERICA	SHERWIN WILLIAMS 707217	476.51
000033	BANK OF AMERICA	DAVCO MECHANICAL CONTRACT	637.17
000157	BANK OF AMERICA	ASSOCIATED PARTS & SPLY	9.43
170182	BURGRAFF SERVICES INC	WTR EXTRACTION/REM SRVCS	4,538.08
004465	CENTER POINT ENERGY SERVICES INC	CENTER POINT ENERGY	2.06
004466	CENTER POINT ENERGY SERVICES INC	CENTER POINT ENERGY	14.39
004467	CENTER POINT ENERGY SERVICES INC	CENTER POINT ENERGY	2.06
170214	COMMERCIAL CLEANING SERVICES	CARPET CLEANING - FIRE ST	429.60
161287	HI-TECH SYSTEMS INC	TEAR OFF OLD ROOFING-SR C	4,600.00
170258	IMAJENUS INC	KOH GEN MAINT-MUN BLDG	105.00
170258	IMAJENUS INC	KOHLER GEN-MAINT	183.00
170088	LOCKE SUPPLY	HUMID CNTRL & VNTLATION	175.49
170088	LOCKE SUPPLY	3/4 PVC COUPLING	17.27
170179	MCINTOSH SERVICES LLC	CHECKED CONDENSATE ALARMS	832.00
160089	O'REILLY AUTO PARTS - S.S.	5 AMP BLADE	3.49
170101	O'REILLY AUTO PARTS - S.S.	LIGHT	7.99
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	QRTLY WRK COMP PAYMNT	2,183.75
170256	OKLAHOMA MUNICIPAL ASSURANCE GROUP	SEMI ANN-GL & AUTO INSUR	1,041.64
170255	OKLAHOMA MUNICIPAL ASSURANCE GROUP	PRO INSUR -PRO 1400477 00	5,536.00
170255	OKLAHOMA MUNICIPAL ASSURANCE GROUP	PRO INSUR -PRO 1400477 00	2,087.00
170255	OKLAHOMA MUNICIPAL ASSURANCE GROUP	PRO INSUR -PRO 1400477 00	1,423.00
170255	OKLAHOMA MUNICIPAL ASSURANCE GROUP	PRO INSUR -PRO 1400477 00	756.00
170255	OKLAHOMA MUNICIPAL ASSURANCE GROUP	PRO INSUR -PRO 1400477 00	318.00
170255	OKLAHOMA MUNICIPAL ASSURANCE GROUP	PRO INSUR -PRO 1400477 00	232.00

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

08/22/2016

170255	OKLAHOMA MUNICIPAL ASSURANCE GROUP	PRO INSUR -PRO 1400477 00	914.00
170255	OKLAHOMA MUNICIPAL ASSURANCE GROUP	PRO INSUR -PRO 1400477 00	680.00
170255	OKLAHOMA MUNICIPAL ASSURANCE GROUP	PRO INSUR -PRO 1400477 00	326.00
170255	OKLAHOMA MUNICIPAL ASSURANCE GROUP	PRO INSUR -PRO 1400477 00	279.00
170255	OKLAHOMA MUNICIPAL ASSURANCE GROUP	PRO INSUR -PRO 1400477 00	589.00
004454	OKLAHOMA NATURAL GAS	ONG	98.27
004456	OKLAHOMA NATURAL GAS	ONG	109.48
004457	OKLAHOMA NATURAL GAS	ONG	8.88
004458	OKLAHOMA NATURAL GAS	ONG	17.75
004469	OKLAHOMA NATURAL GAS	ONG	115.89
004470	OKLAHOMA NATURAL GAS	ONG	37.27
004471	OKLAHOMA NATURAL GAS	ONG	119.84
004472	OKLAHOMA NATURAL GAS	ONG	21.42
004473	OKLAHOMA NATURAL GAS	ONG	115.89
004474	OKLAHOMA NATURAL GAS	ONG	65.12
004475	OKLAHOMA NATURAL GAS	ONG	37.27
004476	OKLAHOMA NATURAL GAS	ONG	97.19
170103	PIONEER SECURITY SYSTEMS INC	AUG 2016-MON FEE-ANIMAL	37.00
170145	THYSSENKRUPP ELEVATOR CORP	QRTL Y MAIN ELEV PYMNT-SSM	1,153.92
170146	TIMMONS OIL CO INC	91 GAL FUEL-RED DIESEL	267.10
000286	VERIZON WIRELESS	VERIZON	40.01
FACILITIES MANAGEMENT ADMINISTRATION TOTAL			32,280.87

FLEET MAINTENANCE

170001	A-1 RENTAL & SUPPLY CO,INC	SPINDLE MAINT ASSEMBLY	211.80
170011	ATWOODS-SAND SPRINGS	GRINDING-WHEEL	18.96
170012	AUTOZONE	DOOR LOCK	8.76
170012	AUTOZONE	QUAD SLIMSTROBE	37.04
160019	AUTOZONE	FUEL FILTER	14.32
170012	AUTOZONE	SEAFOAM MOTOR TREATMNT	13.98
160019	AUTOZONE	FRAM FUEL FILTER	-14.32
170012	AUTOZONE	BRAKE PARTS	47.76
170012	AUTOZONE	WD40 LOW VOC 12OZ	17.03
000025	BANK OF AMERICA	UFIRST UNIFIRST CORP	356.25
000037	BANK OF AMERICA	DRYSDALES	299.90
000024	BANK OF AMERICA	UFIRST UNIFIRST CORP	485.00
170021	CECIL & SONS DISCOUNT TIRES	ST205/75R15D RADIAL TIRE	68.75
170021	CECIL & SONS DISCOUNT TIRES	ST235/80R16 E SUMMIT TIRE	194.90
170023	CHEROKEE HOSE & SUPPLY	3/8" 2WIRE HYDRAULIC HOSE	66.80
170025	COMDATA	FUEL PURCHASES-JULY	18,244.00

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

08/22/2016

170062	DISCOUNT MOBILE AUTO GLASS	WINDSHIELD-JEEP 481	210.00
170074	FLEET DISTRIBUTORS EXPRESS	HIDE A BLAST 6 PACK LED W	245.34
170074	FLEET DISTRIBUTORS EXPRESS	47" RED/BLUE, 14-TRS9 MOD	1,329.00
170101	O'REILLY AUTO PARTS - S.S.	AIR,OIL, FUEL FILTERS	46.47
170101	O'REILLY AUTO PARTS - S.S.	AIR,OIL,FUEL FILTERS	34.89
170101	O'REILLY AUTO PARTS - S.S.	SPRAY PAINT	29.95
170101	O'REILLY AUTO PARTS - S.S.	OIL,AIR,FUEL FILTERS	90.58
170101	O'REILLY AUTO PARTS - S.S.	OIL,FUEL,AIR FILTERS	90.58
170101	O'REILLY AUTO PARTS - S.S.	AIR,OIL FILTERS, WIPER FL	23.34
170101	O'REILLY AUTO PARTS - S.S.	AIR,OIL,FUEL FILTERS, 160	62.84
170101	O'REILLY AUTO PARTS - S.S.	LED LIGHT	54.36
160089	O'REILLY AUTO PARTS - S.S.	GROWER PLUG, FILTERS	20.30
160089	O'REILLY AUTO PARTS - S.S.	9OZ RESTORE	7.99
160089	O'REILLY AUTO PARTS - S.S.	ALTERNATOR	475.59
160089	O'REILLY AUTO PARTS - S.S.	FUEL HOSE	4.20
160089	O'REILLY AUTO PARTS - S.S.	HOSE ASSY, ACCUMALTOR	116.24
160089	O'REILLY AUTO PARTS - S.S.	ALTERNATOR - RETURN	-475.59
160089	O'REILLY AUTO PARTS - S.S.	ALTERNATOR	178.99
160089	O'REILLY AUTO PARTS - S.S.	OIL, CABIN, AIR FILTER	17.28
160089	O'REILLY AUTO PARTS - S.S.	OIL,FUEL,AIR FILTERS, SPA	23.31
160089	O'REILLY AUTO PARTS - S.S.	CLIMATE CTRL	346.75
160089	O'REILLY AUTO PARTS - S.S.	FUEL,OIL FILTERS, HOSE CL	43.57
160089	O'REILLY AUTO PARTS - S.S.	AIR, OIL FILTERS & WIPERS	16.15
160089	O'REILLY AUTO PARTS - S.S.	OIL FILTER RETURN	-3.87
160089	O'REILLY AUTO PARTS - S.S.	CLIMATE CTRL - RETURN	-346.75
160089	O'REILLY AUTO PARTS - S.S.	ALTERNATOR	-32.00
160089	O'REILLY AUTO PARTS - S.S.	A/C SHFT BRG	30.00
160089	O'REILLY AUTO PARTS - S.S.	PRESSURE SWITCH	41.17
160089	O'REILLY AUTO PARTS - S.S.	BATTERY, BATT CABLES	94.16
160089	O'REILLY AUTO PARTS - S.S.	BATTERY	98.84
160089	O'REILLY AUTO PARTS - S.S.	BRAKE ROTOR	179.51
160089	O'REILLY AUTO PARTS - S.S.	BATTERY	80.18
160089	O'REILLY AUTO PARTS - S.S.	FUEL, OIL FILTERS	46.99
160089	O'REILLY AUTO PARTS - S.S.	OIL,AIR,FUEL FILTERS	170.93
170101	O'REILLY AUTO PARTS - S.S.	AIR,OIL & FUEL FILTER	58.62
170101	O'REILLY AUTO PARTS - S.S.	DISC PAD SET, AIR,FUEL FI	143.33
170101	O'REILLY AUTO PARTS - S.S.	AIR,OIL,CABIN FILTERS	23.73
170101	O'REILLY AUTO PARTS - S.S.	BRAKE CALIPER	107.04
170101	O'REILLY AUTO PARTS - S.S.	CERAMIC PADS	59.65
170101	O'REILLY AUTO PARTS - S.S.	HI-PWR BELT	17.23
170101	O'REILLY AUTO PARTS - S.S.	MICRO-V BELT, PULLEY	57.39
170101	O'REILLY AUTO PARTS - S.S.	BRAKE CALIPER	-45.00
170101	O'REILLY AUTO PARTS - S.S.	MICRO-V BELT	31.96
170101	O'REILLY AUTO PARTS - S.S.	MICRO-V BELT RETURNED	-20.15

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

08/22/2016

170101	O'REILLY AUTO PARTS - S.S.	KRYLON DUAL	11.98
170101	O'REILLY AUTO PARTS - S.S.	ASSORMNT-9"X11",HDLT REST	35.24
170101	O'REILLY AUTO PARTS - S.S.	AIR, CABIN & OIL FILTERS	31.36
170101	O'REILLY AUTO PARTS - S.S.	BATTERY	106.88
170101	O'REILLY AUTO PARTS - S.S.	AIR & OIL FILTERS	10.55
170101	O'REILLY AUTO PARTS - S.S.	BATTERY RETURN	-18.00
170101	O'REILLY AUTO PARTS - S.S.	HI-PWR BELT	17.23
170101	O'REILLY AUTO PARTS - S.S.	AIR, CABIN & OIL FILTER	16.07
170101	O'REILLY AUTO PARTS - S.S.	PWR RTD BELT	27.27
170101	O'REILLY AUTO PARTS - S.S.	PWR RTD BELT & RETURN	0.78
170101	O'REILLY AUTO PARTS - S.S.	IGN COIL	62.49
170101	O'REILLY AUTO PARTS - S.S.	AIR FILTER RETURN	-15.79
170101	O'REILLY AUTO PARTS - S.S.	OIL FILTER RETURN	-13.07
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	QRTLTY WRK COMP PAYMNT	1,650.75
170256	OKLAHOMA MUNICIPAL ASSURANCE GROUP	SEMI ANN-GL & AUTO INSUR	1,100.14
170178	RAMBIN PETROLEUM INC	T5X HD 30W OIL FOR GENERA	340.80
170178	RAMBIN PETROLEUM INC	T5X HD 30W OIL FOR GENERA	53.60
160138	UNITED FORD LLC	CORE RETURN	-100.00
160138	UNITED FORD LLC	5W7Z-2C219-AB CORE	803.18
170159	UNITED FORD LLC	SENSOR-151E FORD-#619	132.44
170168	WELDON OF TULSA INC	HORN VALVE,WNDW KIT-UN475	17.92
170168	WELDON OF TULSA INC	UNIT 719-FUEL FILTER	44.57
170170	WINGFOOT COMMERCIAL TIRE SYS LLC	GY11R22.5 ENDUR TIRES	774.00
170170	WINGFOOT COMMERCIAL TIRE SYS LLC	GY 215/75R15 WRL TIRES	347.20
170170	WINGFOOT COMMERCIAL TIRE SYS LLC	GY 11R22.5 TIRE	374.87
170170	WINGFOOT COMMERCIAL TIRE SYS LLC	GY 11R22.5 G622 RSD TIRES	1,122.11
170172	YELLOWHOUSE MACHINERY CO	JOHN DEERE 310J MAINT	3,981.44
	FLEET MAINTENANCE ADMINISTRATION TOTAL		34,772.03

POLICE

000044	BANK OF AMERICA	SPECIAL OPS UNIFORMS	127.00
000040	BANK OF AMERICA	HITS TRAINING CONSULTIN	319.00
000162	BANK OF AMERICA	OUHSC-EMSC PEDIATRIC WEB	10.00
000163	BANK OF AMERICA	OUHSC-EMSC PEDIATRIC WEB	10.00
000164	BANK OF AMERICA	PRICELINE.COM	224.16
000165	BANK OF AMERICA	PRICELINE.COM	224.16
000166	BANK OF AMERICA	SAFARILAND	100.00
000167	BANK OF AMERICA	OUHSC-EMSC PEDIATRIC WEB	10.00
000168	BANK OF AMERICA	OUHSC-EMSC PEDIATRIC WEB	10.00
000028	BANK OF AMERICA	STANDLEY SYSTEMS LLC	627.46

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000052	BANK OF AMERICA	AMAZON.COM AMZN.COM/BILL	135.92
000053	BANK OF AMERICA	AMAZON MKTPLACE PMTS	22.50
000056	BANK OF AMERICA	STAPLES 00111310	166.54
000134	BANK OF AMERICA	NEOPOST USA	31.80
000178	BANK OF AMERICA	STAPLES 00119388	65.96
000180	BANK OF AMERICA	AMAZON MKTPLACE PMTS	151.27
000182	BANK OF AMERICA	AMAZON MKTPLACE PMTS	31.92
000061	BANK OF AMERICA	ULINE SHIP SUPPLIES	269.19
000041	BANK OF AMERICA	DICK'S CLOTHING&SPORTING	-2.36
000042	BANK OF AMERICA	IN OKLAHOMA SHERIFFS' AS	66.75
000043	BANK OF AMERICA	URBAN TAILS	74.00
000039	BANK OF AMERICA	WWW.DICKSSPORTNGGOODS.COM	54.44
000051	BANK OF AMERICA	BATTERYSPACE BATTERYSPA	28.05
000150	BANK OF AMERICA	AMAZON MKTPLACE PMTS	33.99
000038	BANK OF AMERICA	QUIK SERVICES STEEL OF TU	34.85
000161	BANK OF AMERICA	SIGN IT	30.00
000062	BANK OF AMERICA	OSU MED CTR-CASHIER	90.00
000183	BANK OF AMERICA	OSU MED CTR-CASHIER	90.00
000063	BANK OF AMERICA	BOX BOX.NET BUS SRVCS	5.00
000064	BANK OF AMERICA	WWW.READFRONTIER.COM	30.00
000065	BANK OF AMERICA	SURVEYMONKEY.COM	26.00
170244	BATTMAN COLLISION REPAIR LLC	2014 FORD EXP 4X4 REPAIR	1,339.20
161193	BIG COUNTRY SUPPLY	FLASH BANG - AMMUNITION	2,013.99
170063	DRAKE SYSTEMS, INC	BASE RATE-JULY16-OCT16	152.29
170063	DRAKE SYSTEMS, INC	OVERAGE-KYOCERA/M7550	76.14
170063	DRAKE SYSTEMS, INC	BASE RATE - PD	480.00
160969	FISHER, GREG	DEV & TRNING-PD-JUNE2016	198.18
161317	KIMURA, ERIC	TUITION REIMUBURS-E.K.	900.00
160070	LEXISNEXIS RISK DATA MANAGEMENT	PERSON SEARCHES	25.00
170086	LEXISNEXIS RISK DATA MANAGEMENT	JULY 2016-SEARCHES	25.00
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	QRTLY WRK COMP PAYMNT	22,324.00
170256	OKLAHOMA MUNICIPAL ASSURANCE GROUP	SEMI ANN-GL & AUTO INSUR	13,293.59
170255	OKLAHOMA MUNICIPAL ASSURANCE GROUP	PRO INSUR -PRO 1400477 00	87.00
004446	OKLAHOMA TURNPIKE AUTHORITY	PIKEPASS-JUNE 2016	1.90
004448	OKLAHOMA TURNPIKE AUTHORITY	PIKEPASS-JUNE 2016	9.40
170103	PIONEER SECURITY SYSTEMS INC	AUG 2016-MON FEE-RANGE	37.50
170143	THOMAS ALLEN CUPPS TRUST	JULY & AUG 2016	600.00
170269	TWIST, DANIEL	TRVL MEALS - BASIC TRACKI	60.00
	POLICE ADMINISTRATION/PATROL TOTAL		44,720.79
000079	BANK OF AMERICA	THE HOME DEPOT 3904	27.10
000075	BANK OF AMERICA	RANKIN VETERINARY HOSP.	60.00
000076	BANK OF AMERICA	SPAY, OK	55.00
000078	BANK OF AMERICA	RANKIN VETERINARY HOSP.	60.00

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000081	BANK OF AMERICA	SPAY, OK	50.00
000074	BANK OF AMERICA	SPAY, OK	55.00
000192	BANK OF AMERICA	SPAY, OK	55.00
000193	BANK OF AMERICA	SPAY, OK	110.00
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	QRTLY WRK COMP PAYMNT	708.75
170256	OKLAHOMA MUNICIPAL ASSURANCE GROUP	SEMI ANN-GL & AUTO INSUR	243.00
POLICE ANIMAL CONTROL TOTAL			1,423.85

COMMUNICATIONS

000217	AT&T	AT&T-CAD WIRELESS	284.14
004452	AT&T LONG DISTANCE	AT&T LONG DISTANCE	25.96
000174	BANK OF AMERICA	BEST BUY 00014993	219.98
000177	BANK OF AMERICA	WAL-MART #0838	20.91
000057	BANK OF AMERICA	REASOR'S #21	209.73
000058	BANK OF AMERICA	WAREHOUSE MARKET - 35	61.83
000175	BANK OF AMERICA	REASOR'S #21	199.63
000176	BANK OF AMERICA	WAL-MART #0838	111.68
000054	BANK OF AMERICA	WALKER COMPANIES	82.50
000055	BANK OF AMERICA	WALKER COMPANIES	85.50
000046	BANK OF AMERICA	J2 FAX.COM	3.00
000047	BANK OF AMERICA	J2 FAX.COM	109.99
170051	CITY OF TULSA TELECOMM DIV	JULY 16 TO JUNE 17 RADIO	12,012.00
170057	CUSHING SYSTEMS INC	PSIMS PUBLIC SAFETY SOFTW	7,852.00
170061	DEPARTMENT OF PUBLIC SAFETY	OLETS USER FEE-AUG2016	350.00
170251	INCOG	ANNUAL INCOG MAPPING	3,214.75
170080	INCOG-E911	TERMINAL CHRGES -JULY2016	4,633.59
170199	MOTOROLA SOLUTIONS	SRV-RADIO OPS-JULY-SEP16	7,388.67
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	QRTLY WRK COMP PAYMNT	3,355.00
170264	TOTAL RADIO INC	MAINT CONTRACT-JULY-SEP	1,345.50
000221	VERIZON WIRELESS	VERIZON	40.01
000222	VERIZON WIRELESS	VERIZON	40.01
COMMUNICATIONS ADMINISTRATION TOTAL			41,646.38

FIRE

170011	ATWOODS-SAND SPRINGS	ROUND UP	26.99
170011	ATWOODS-SAND SPRINGS	XL RH MS 10-24X3/4	3.69
000023	BANK OF AMERICA	WPSG, INC 800-852-6088	86.00

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000190	BANK OF AMERICA	CLAIM ADJ/WPSG, INC 800-8	86.00
000069	BANK OF AMERICA	THE HOME DEPOT 3904	54.88
000187	BANK OF AMERICA	SEQUOYAH LODGE	89.00
000136	BANK OF AMERICA	NEOPOST USA	1.28
000070	BANK OF AMERICA	USPS 39722702133604448	22.06
000071	BANK OF AMERICA	BOUND TREE MEDICAL LLC	83.88
000072	BANK OF AMERICA	WPSG, INC 800-852-6088	28.58
000185	BANK OF AMERICA	WESTLAKE HARDWARE	26.34
000186	BANK OF AMERICA	TRACTOR SUPPLY #1515	7.99
000189	BANK OF AMERICA	ACADEMY SPORTS #87	499.99
000068	BANK OF AMERICA	OFFICE DEPOT #50	279.99
000188	BANK OF AMERICA	MATTRESS FIRM	586.54
000153	BANK OF AMERICA	FS NOTEPAGE	300.00
170260	CONSOLIDATED FLEET SERVICES	AERIAL LADDER TESTING	1,293.50
170063	DRAKE SYSTEMS, INC	BASE RATE JULY16-JUNE17	504.00
170071	FASTENAL	9V ALK ENERGIZER BATTERY	48.22
170071	FASTENAL	6" 14TPI SAW BLADE 5CT	43.10
170071	FASTENAL	6" SAWZALL BLADES 5CT	40.71
170101	O'REILLY AUTO PARTS - S.S.	BATTERY	117.46
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	QRTLY WRK COMP PAYMNT	22,685.25
170256	OKLAHOMA MUNICIPAL ASSURANCE GROUP	SEMI ANN-GL & AUTO INSUR	10,048.40
170114	SAM'S CLUB	BATH TISSUE & PAPER TOWEL	187.34
170114	SAM'S CLUB	CASCADE, LIQUID HAND, DAWN	158.93
170146	TIMMONS OIL CO INC	87 GAL FUEL-RED DIESEL	159.76
170146	TIMMONS OIL CO INC	17 GAL FUEL-RED DIESEL	31.22
170248	TULSA TURNOUT GEAR REPAIR	NEW VELCRO ON LUMBAR & TI	40.00
000287	VERIZON WIRELESS	VERIZON	480.12
	FIRE ADMINISTRATION TOTAL		38,021.22

EMERGENCY MANAGEMENT

000252	AMERICAN ELECTRIC POWER	AEP MISC BILLS	34.57
000073	BANK OF AMERICA	SEQUOYAH RESTAURANT	15.56
000191	BANK OF AMERICA	SEQUOYAH RESTAURANT	7.95
000135	BANK OF AMERICA	NEOPOST USA	0.06
000179	BANK OF AMERICA	STAPLES 00119388	169.96
000045	BANK OF AMERICA	AMERICAN COMMUNICATION	121.36
170237	CIVIC PLUS	CIVIC RDY-RENEWAL-2017	5,628.16
160969	FISHER, GREG	EMG MGT-JUNE 2016 MILEAGE	16.74
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	QRTLY WRK COMP PAYMNT	357.25
170255	OKLAHOMA MUNICIPAL ASSURANCE GROUP	PRO INSUR -PRO 1400477 00	732.00

**CITY OF SAND SPRINGS
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000223	VERIZON WIRELESS	VERIZON	54.69
	EMERGENCY MANAGEMENT ADMINISTRATION TOTAL		7,138.30

NEIGHBORHOOD SERVICES

000137	BANK OF AMERICA	NEOPOST USA	37.72
000077	BANK OF AMERICA	WAL-MART #0838	14.75
170077	GENESIS OF OKLAHOMA	07.12.16-08.11.16-BASE-CH	44.00
170077	GENESIS OF OKLAHOMA	08.12.16-09.11.16-BASE CH	44.00
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	QRTLY WRK COMP PAYMNT	2,115.50
170256	OKLAHOMA MUNICIPAL ASSURANCE GROUP	SEMI ANN-GL & AUTO INSUR	334.00
170144	THULIN, HOVEY	ABATEMENT CLEANUP	925.00
170144	THULIN, HOVEY	ABATEMENT CLEANUP	405.00
170144	THULIN, HOVEY	ABATEMENT CLEANUP	600.00
000288	VERIZON WIRELESS	VERIZON	40.01
	NEIGHBORHOOD SERVICES ADMINISTRATION TOTAL		4,559.98

STREET

170001	A-1 RENTAL & SUPPLY CO,INC	GAL BAR OIL	33.50
000253	AMERICAN ELECTRIC POWER	AEP MISC BILLS	6,168.43
000036	BANK OF AMERICA	A & N TRAILER PARTS INC	155.00
170064	DUNHAM'S ASPHALT SERVICES, INC	TCKT 996064-COLD MIX	105.00
170064	DUNHAM'S ASPHALT SERVICES, INC	TCKT 996169 & 996166 TY C	278.13
170064	DUNHAM'S ASPHALT SERVICES, INC	TCKT 996245 - TYPE C	118.37
170064	DUNHAM'S ASPHALT SERVICES, INC	TCKT 996318, 996316	157.09
170081	J&R EQUIPMENT LLC	DIRT SHOE RUNNER, SHORT	139.02
160178	LOT MAINTENANCE OF OKLAHOMA INC	FY16 CTYWIDE MOWING-JUNE	15,024.26
170093	MID CONTINENT CONCRETE	3-CY CONCRETE-TCK#1528316	362.00
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	QRTLY WRK COMP PAYMNT	3,163.75
170256	OKLAHOMA MUNICIPAL ASSURANCE GROUP	SEMI ANN-GL & AUTO INSUR	4,395.50
170285	PRECISION LAWN CARE OF TULSA LLC	JULY1-31,2016 CTYW MOWING	11,463.00
170116	SAND SPRINGS BUILDING SUPPLY	2"X4"X12' DOUG FIR #3	77.06
170172	YELLOWHOUSE MACHINERY CO	COTTER PIN & WASHER	3.84
	STREET STREET MAINTENANCE TOTAL		41,643.95

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PARKS & RECREATION

000138	BANK OF AMERICA	NEOPOST USA	2.61
000194	BANK OF AMERICA	WAREHOUSE MARKET - 35	5.58
000195	BANK OF AMERICA	PIZZA HUT	46.30
170063	DRAKE SYSTEMS, INC	BASE RATE & OVERAGE-PKS	114.69
170063	DRAKE SYSTEMS, INC	CON BASE CHRGR-PARKS	37.00
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	QRTLWY WRK COMP PAYMNT	881.00
170256	OKLAHOMA MUNICIPAL ASSURANCE GROUP	SEMI ANN-GL & AUTO INSUR	872.59
161311	SIGN IT INC	18X24 METAL HIKE SIGN	30.00
000289	VERIZON WIRELESS	VERIZON	80.02
PARKS & RECREATION ADMINISTRATION TOTAL			2,069.79

170259	ADVANCE ALARMS INC	CCC-1050 W WE KIWA-MONITOR	780.00
000256	AMERICAN ELECTRIC POWER	AEP MISC BILLS	4,398.60
000067	BANK OF AMERICA	WM SUPERCENTER #838	256.36
000201	BANK OF AMERICA	CORE HEALTH & FITNESS	87.47
000066	BANK OF AMERICA	CLAIM ADJ/BESTBUYCOM78658	-2,762.91
000083	BANK OF AMERICA	BESTBUYCOM786585005904	2,762.91
170215	DLT SOLUTIONS LLC	AUTODESK AUTOCAD 2017	669.81
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	QRTLWY WRK COMP PAYMNT	1,678.50
170255	OKLAHOMA MUNICIPAL ASSURANCE GROUP	PRO INSUR -PRO 1400477 00	7,153.00
004478	OKLAHOMA NATURAL GAS	ONG	106.95
004447	OKLAHOMA TURNPIKE AUTHORITY	PIKEPASS-JUNE 2016	7.20
170145	THYSSENKRUPP ELEVATOR CORP	CASE-ELEV MAINT JULY-SEP	498.25
170146	TIMMONS OIL CO INC	17 GAL FUEL-RED DIESEL	563.74
PARKS & RECREATION COMMUNITY CENTER TOTAL			16,199.88

170001	A-1 RENTAL & SUPPLY CO,INC	2.5 GAL HP FUEL MIX	26.04
170001	A-1 RENTAL & SUPPLY CO,INC	GENERATOR, HAMMER	100.00
170259	ADVANCE ALARMS INC	PARKS MAIN FAC-MONITORING	480.00
000254	AMERICAN ELECTRIC POWER	AEP MISC BILLS	48.92
000255	AMERICAN ELECTRIC POWER	AEP MISC BILLS	60.26
170128	AMERICAN WASTE CONTROL INC	2301 RVR CTY PRK-DUMP FEE	450.00
170008	APAC-CENTRAL INC	CRUSHER RUN - PARKS	619.37
170011	ATWOODS-SAND SPRINGS	1/4 IN X 12IN BLACK OXIDE	26.47
170011	ATWOODS-SAND SPRINGS	PUMP 12V DC - RETURNED	-219.99
170011	ATWOODS-SAND SPRINGS	SWITCH KIT 96IN WIRE ON/O	234.54
170011	ATWOODS-SAND SPRINGS	BOLT EYE 3/8X8	31.17
170011	ATWOODS-SAND SPRINGS	POLY SPRAYER 1 GAL CHAMP	10.98
000082	BANK OF AMERICA	HARD HAT SAFETY AND GLOVE	454.00
000196	BANK OF AMERICA	ATWOOD 22 SAND SPRINGS	75.93
000197	BANK OF AMERICA	THE HOME DEPOT #3904	152.63

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000199	BANK OF AMERICA	LOWES #01580	129.04
000200	BANK OF AMERICA	SITE ONE LANDSCAPES250	213.28
170021	CECIL & SONS DISCOUNT TIRES	25*13-9 CARLISLE FIELD TR	261.14
170180	DAVCO MECHANICAL CONTRACTORS,INC	HVAC REPLACE COIL-MAINT O	1,221.00
170071	FASTENAL	PPH MS 1/4-20 X 1 Z	0.35
160178	LOT MAINTENANCE OF OKLAHOMA INC	FY16 CTYWIDE MOWING-JUNE	14,554.26
170093	MID CONTINENT CONCRETE	TCKT 1034671	188.00
170093	MID CONTINENT CONCRETE	3500 RG -TCKT 1528249	268.00
170093	MID CONTINENT CONCRETE	TCKT 1528292	221.00
170101	O'REILLY AUTO PARTS - S.S.	MINI LAMP	3.05
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	QRTL Y WRK COMP PAYMNT	1,931.75
170256	OKLAHOMA MUNICIPAL ASSURANCE GROUP	SEMI ANN-GL & AUTO INSUR	1,205.09
170255	OKLAHOMA MUNICIPAL ASSURANCE GROUP	PRO INSUR -PRO 1400477 00	662.00
170255	OKLAHOMA MUNICIPAL ASSURANCE GROUP	PRO INSUR -PRO 1400477 00	713.00
004477	OKLAHOMA NATURAL GAS	ONG	46.31
170102	P&K EQUIPMENT-FARMPLAN	BLADE & WET CHARGED BATTE	181.71
170195	PORTA JOHN CO INC	JULY - SEP-PRATT CIV PRK	760.00
170285	PRECISION LAWN CARE OF TULSA LLC	JULY1-31,2016 CTYW MOWING	8,295.00
170109	R&R PRODUCTS INC	ROTARY BLADE-MULCHER	206.06
170116	SAND SPRINGS BUILDING SUPPLY	#5 2 COARSE D/W SCREWS	12.99
170116	SAND SPRINGS BUILDING SUPPLY	2"X4"X92 5/8" STUDS	19.74
170116	SAND SPRINGS BUILDING SUPPLY	12"X16' SMART TEXT LAP SI	486.99
170116	SAND SPRINGS BUILDING SUPPLY	12"X16' SMART TEXT LAP SI	254.10
170116	SAND SPRINGS BUILDING SUPPLY	1/2"X20' REBAR #4	156.74
170116	SAND SPRINGS BUILDING SUPPLY	RETURN 8 LAP SIDING	-126.40
000219	WATER IMPROVEMENT DIST #14	DIST #14 - WATER	23.34

PARKS & RECREATION MAINTENANCE TOTAL

34,437.86

170259	ADVANCE ALARMS INC	JERRY ADAIR BB-MONITORING	408.00
000257	AMERICAN ELECTRIC POWER	AEP MISC BILLS	489.79
000258	AMERICAN ELECTRIC POWER	AEP MISC BILLS	344.72
000198	BANK OF AMERICA	WINFIELD SOLUTIONS TULSA	39.90
170230	COMMERCIAL CLEANING SERVICES	SPORTS COMPLEX-JULY SRV	258.00
160178	LOT MAINTENANCE OF OKLAHOMA INC	FY16 CTYWIDE MOWING-JUNE	3,508.55
170256	OKLAHOMA MUNICIPAL ASSURANCE GROUP	SEMI ANN-GL & AUTO INSUR	819.08
170255	OKLAHOMA MUNICIPAL ASSURANCE GROUP	PRO INSUR -PRO 1400477 00	1,764.00
170285	PRECISION LAWN CARE OF TULSA LLC	JULY1-31,2016 CTYW MOWING	2,750.00

PARKS & RECREATION SPORTS PROGRAMS TOTAL

10,382.04

MUSEUM

**CITY OF SAND SPRINGS
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08/22/2016

170028	ALLIANCE MAINTENANCE INC	AUG JANITORIAL-SS MUSEUM	235.00
000259	AMERICAN ELECTRIC POWER	AEP MISC BILLS	785.12
000260	AMERICAN ELECTRIC POWER	AEP MISC BILLS	49.44
000139	BANK OF AMERICA	NEOPOST USA	0.16
170255	OKLAHOMA MUNICIPAL ASSURANCE GROUP	PRO INSUR -PRO 1400477 00	59.00
170255	OKLAHOMA MUNICIPAL ASSURANCE GROUP	PRO INSUR -PRO 1400477 00	1,234.00
004479	OKLAHOMA NATURAL GAS	ONG	98.27
004480	OKLAHOMA NATURAL GAS	ONG	21.42
170103	PIONEER SECURITY SYSTEMS INC	AUG 2016-MON FEE-MUSEUM	20.00
170111	POWELL, RICK	JULY & AUG 2016	1,200.00
170145	THYSSENKRUPP ELEVATOR CORP	QRTLY MAIN ELEV PYMNT-MUS	1,153.92
	MUSEUM ADMINISTRATION TOTAL		4,856.33

SENIOR CITIZENS

170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	QRTLY WRK COMP PAYMNT	227.50
170256	OKLAHOMA MUNICIPAL ASSURANCE GROUP	SEMI ANN-GL & AUTO INSUR	224.50
	SENIOR CITIZENS ADMINISTRATION TOTAL		452.00

ECONOMIC DEVELOPMENT

000202	BANK OF AMERICA	LOT A	7.00
000203	BANK OF AMERICA	LOT A	7.00
000140	BANK OF AMERICA	NEOPOST USA	7.01
000085	BANK OF AMERICA	ADOBE CREATIVE CLOUD	49.99
000086	BANK OF AMERICA	DROPBOX 59TNHN4GMP8V	9.99
000084	BANK OF AMERICA	FACEBOOK 5NLZ2A27P2	9.65
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	QRTLY WRK COMP PAYMNT	616.75
170256	OKLAHOMA MUNICIPAL ASSURANCE GROUP	SEMI ANN-GL & AUTO INSUR	380.29
	ECONOMIC DEVELOPMENT ADMINISTRATION TOTAL		1,087.68

GRAND TOTAL FOR FUND \$459,903.62

420 CAPITAL IMPROVEMENT FUND

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ECONOMIC DEVELOPMENT

000261	AMERICAN ELECTRIC POWER	AEP MISC BILLS	47.35
160178	LOT MAINTENANCE OF OKLAHOMA INC	FY16 CTYWIDE MOWING-JUNE	563.49
170285	PRECISION LAWN CARE OF TULSA LLC	JULY1-31,2016 CTYW MOWING	1,100.00
170059	WEATHERFORD, DAVID L	SSDA-VISION 2025	1,116.00
ECONOMIC DEVELOPMENT ADMINISTRATION TOTAL			2,826.84

GRAND TOTAL FOR FUND	\$2,826.84
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440 STREET IMPROVEMENT FUND

STREET

150592	DUNHAM'S ASPHALT SERVICES, INC	RVR WEST EDIT-WTR/SAN/PAV	129,623.43
121010	KEITHLINE ENGINEERING GROUP PLLC	S 113TH W ST IMPROVEMENTS	40,352.69
161261	OKLAHOMA DEPT OF TRANSPORTATION	5% CTY MATCH FOR RR SIGNA	18,097.00
STREET STREET MAINTENANCE TOTAL			188,073.12

GRAND TOTAL FOR FUND	\$188,073.12
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470 CAPITAL IMPR W & WW FUND

PUBLIC WORKS

170200	DEPT OF ENVIRONMENTAL QUALITY	PERMIT: CONSTR. STORM WTR	347.71
PUBLIC WORKS ADMINISTRATION TOTAL			347.71

WATER

160544	TETRA TECH INC	WTP FILTER BACKWASH PUMPS	2,211.56
WATER TREATMENT TOTAL			2,211.56
160302	CIRCLE P WELDING INC	N MCKINLEY HILLS WTNK RPL	59,580.05

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160843	CIRCLE P WELDING INC	COYOTE TRAIL WTR STANDPIP	23,791.60
160652	DEWBERRY ENGINEERS INC	COYOTE TRAIL TNK RPLCMNT	2,253.30
140933	DEWBERRY ENGINEERS INC	MCKINLEY HILLS WTR STRGE	565.00
160082	NEIGHBOR NEWS-LEGAL ADS	BID NO 1036 - PROJ. W1604	273.06
WATER WATER MAINT & OPERATIONS TOTAL			86,463.01

WASTEWATER

161170	MCGUIRE BROTHERS CONSTRUCTION INC	RLNG OAK & RBROWN MH RPLM	9,497.95
160968	T&J EXCAVATING LLC	SEWER LINE REPAIR-BOK	16,900.00
WASTEWATER MAINTENANCE & OPERATIONS TOTAL			26,397.95

000030	BANK OF AMERICA	DMI DELL HIGHER EDUC	-1,043.10
000152	BANK OF AMERICA	SCHNEIDER ELECTRICTRSS	1,950.80
000156	BANK OF AMERICA	DMI DELL HIGHER EDUC	1,043.10
161325	TETRA TECH INC	WWTP DESIGN	25,171.67
WASTEWATER TREATMENT TOTAL			27,122.47

GRAND TOTAL FOR FUND	\$142,542.70
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510 SPECIAL PROGRAMS FUND

POLICE

161151	TASER INTERNATIONAL	CAMERA SYSTEM	2,647.16
POLICE ADMINISTRATION/PATROL TOTAL			2,647.16

GRAND TOTAL FOR FUND	\$2,647.16
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530 GENERAL STCF

COMMUNICATIONS

000173	BANK OF AMERICA	AMAZON MKTPLACE PMTS	96.42
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**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

08/22/2016

000181	BANK OF AMERICA	AMAZON.COM AMZN.COM/BILL	38.51
	COMMUNICATIONS ADMINISTRATION TOTAL		134.93

GRAND TOTAL FOR FUND			\$134.93
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540 VISION 2025

PARKS & RECREATION

161304	ALGONQUIN CONSULTANTS	ARCHAEOLOGICAL SURVEY	4,560.00
160781	STUDIO 45 ARCHITECTS PLLC	ARC PRINT CHARGES	425.86
	PARKS & RECREATION MAINTENANCE TOTAL		4,985.86

GRAND TOTAL FOR FUND			\$4,985.86
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550 PUB SAFETY CAP IMPR FUND

POLICE

000048	BANK OF AMERICA	AMAZON.COM AMZN.COM/BILL	139.80
000059	BANK OF AMERICA	AMAZON.COM	139.80
000184	BANK OF AMERICA	CSC - 1979	8,765.00
	POLICE ADMINISTRATION/PATROL TOTAL		9,044.60

GRAND TOTAL FOR FUND			\$9,044.60
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GRAND TOTAL			\$810,158.83
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**CITY OF SAND SPRINGS
CITY COUNCIL BILLS
WIRE TRANSFERS**

08/22/2016

FUND 210 GENERAL FUND

8/10/2016 JE155	Vision-August Premium	\$	895.78
8/10/2016 JE162	Health Premium-August		117,495.48
8/5/2016 JE118	OMRF p/d 8/5/16		13,930.34
8/5/2016 JE118	OMRF p/d 8/5/16		400.92
8/5/2016 JE119	ICMA p/d 8/5/16		231.12
8/5/2016 JE120	ICMA Roth p/d 8/5/16		170.00
8/5/2016 JE121	Nationwide p/d 8/5/16		432.35
8/5/2016 JE121	Nationwide p/d 8/5/16		3,390.00
8/5/2016 JE122	Child Supp Pmt Bi-wkly p/d 8/5/16		696.35
8/5/2016 JE122	Child Supp Pmt Bi-wkly p/d 8/5/16		147.29
8/5/2016 JE123	Payroll p/d 8/5/16 General		54,864.38
8/5/2016 JE124	Payroll p/d 8/5/16 Fire & Police		118,070.60
8/5/2016 JE127	Federal Tax p/d 8/5/16 Fire & Police		32,121.71
8/5/2016 JE128	Federal Tax p/d 8/5/16 V		19,565.58
8/5/2016 JE130	State Tax p/d 8/5/16 Fire & Police		5,011.12
8/5/2016 JE131	State Tax p/d 8/5/16 General		2,373.18
7/31/2016 JE144	CC Fees-AMS-July		153.26
7/31/2016 JE146	CC Fees-AmEx-July		2.53
7/28/2016 JE71	Life-Aug Premium		4,082.81
7/28/2016 JE74	Record Rock Fire Wire Pmt June 28 thru J		1,482.01
7/26/2016 JE59	Police radios-Motorola Contract# 678-00		92,542.71
7/26/2016 JE61	Aflac-July Premium		256.98
7/26/2016 JE64	Delta Dental-Aug Prem		7,312.96
7/22/2016 JE45	Federal Tax p/d 7/22/16 Fire & Police		32,680.69
7/22/2016 JE46	Federal Tax p/d 7/22/16 General		21,002.06
7/22/2016 JE48	State Tax p/d 7/22/16 Fire & Police		5,464.97
7/22/2016 JE49	State Tax p/d 7/22/16 General		2,621.98
7/22/2016 JE50	Child Supp Pmt Bi-wkly p/d 7/22/16		696.35
7/22/2016 JE50	Child Supp Pmt Bi-wkly p/d 7/22/16		147.29
7/22/2016 JE51	Nationwide p/d 7/22/16		434.98
7/22/2016 JE51	Nationwide p/d 7/22/16		3,330.00
7/22/2016 JE52	OMRF p/d 7/22/16		14,411.97
7/22/2016 JE52	OMRF p/d 7/22/16		400.92
7/22/2016 JE53	ICMA p/d 7/22/16		243.97
7/22/2016 JE54	ICMA Roth p/d 7/22/16		170.00
7/22/2016 JE56	Payroll p/d 7/22/16 Fire & Police		107,182.84
7/22/2016 JE57	Payroll p/d 7/22/16 General		52,405.19
7/22/2016 JE65	Payroll p/d 7/22/16 corr F&P-manual cks		1,500.42
7/22/2016 JE66	PPE 7/15/16 man cks F&P manual checks		49.52
7/22/2016 JE67	PPE 7/15/16 man cks F&P-Pope & Bransc		19.09

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS
WIRE TRANSFERS**

08/22/2016

FUND TOTAL	\$	718,391.70
GRAND TOTAL	\$	718,391.70

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS
WIRE TRANSFERS**

08/22/2016

FUND 210 GENERAL FUND

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8/10/2016	JE162	Health Premium-August		117,495.48
8/5/2016	JE118	OMRF p/d 8/5/16		13,930.34
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8/5/2016	JE119	ICMA p/d 8/5/16		231.12
8/5/2016	JE120	ICMA Roth p/d 8/5/16		170.00
8/5/2016	JE121	Nationwide p/d 8/5/16		432.35
8/5/2016	JE121	Nationwide p/d 8/5/16		3,390.00
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8/5/2016	JE123	Payroll p/d 8/5/16 General		54,864.38
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**CITY OF SAND SPRINGS
CITY COUNCIL BILLS
WIRE TRANSFERS**

08/22/2016

FUND TOTAL	\$	718,391.70
GRAND TOTAL	\$	718,391.70