

MEETING NOTICE AND AGENDA
Sand Springs City Council
October 24, 2016 – 7:00 pm
Sand Springs Municipal Building
100 East Broadway – Room 203
Sand Springs, Oklahoma 74063
www.sandspringsok.org

1. **Call to Order** Time _____

2. **Roll Call**

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

3. **Invocation**

Invocation will be provided by Councilman Wilson

4. **Pledge of Allegiance**

Pledge of Allegiance will be provided by Mayor Burdge.

5. **Consent Agenda (A-M)**

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 October 10, 2016, regular City Council meeting. (City Clerk)
- B) Approval of the minutes of the October 18, 2016, 10:00 a.m., special City Council meeting. (City Clerk)
- C) Approval of the minutes of the October 18, 2016, 11:30 a.m., special City Council meeting. (City Clerk)
- D) Approval of the monthly Transfers of Funds. (Finance)
- E) Approval of Resolution No. 17-07 for the 2017 City Council Election. (City Clerk)
- F) Approval of a Traffic Enforcement Agreement between the City of Sand Springs and the Oklahoma Highway Safety Office for reimbursement of

overtime and operating expenses incurred for the grant period October 1, 2016, through September 30, 2017. (Police)

- G) Approval of a supplemental appropriation in the General Fund for an increase to the Revenue – OHSO Grant line item in the amount of \$50,000 and an increase to the Expenditure – Police Department line item in the amount of \$50,000. (Police)
- H) Approval of an Emergency Management Performance Agreement between the City of Sand Springs and the Oklahoma Office of Emergency Management providing a 50/50 sub-grant portion of funds to develop comprehensive emergency preparedness for all hazards, the grant period is October 1, 2016, through September 30, 2017. (Police)
- I) Approval of a supplemental appropriation in the General Fund for an increase to the Revenue – FY2016 FEMA Grant line item in the amount of \$20,000 and an increase to the Ending Fund Balance line item in the amount of \$20,000. (Police)
- J) Acceptance of a \$20,090 gift from Sand Springs Park Friends, Inc. for sponsoring a large splash pad project. (Parks)
- K) Approval of the amendment to the Capital Improvements Agreement (Sand Springs River City Park and Expressway Corridor Project) with Board of County Commissioners of Tulsa County, Oklahoma, modifying the amounts subject to the contract. (Parks)
- L) Approval of Change Order No. 6 to the Agreement with Walters-Morgan Construction, Inc. for an increase in the amount of \$19,463.41 and an increase in the contract time of 24 calendar days as related to the Waste Water Treatment Plant Improvements project – Bid No. 1012. (Public Works)
- M) Approval of the Certificate of Substantial Completion pertaining to the Headwork Screens SC 201 and SC 202 and associated Screen Compactors for the Waste Water Treatment Plan Improvements project – Bid No. 1012. (Public Works)

Motion _____ Second _____

6. Resolution No. 17-08

Council may consider the approval of Resolution No. 17-08, a resolution providing essential information to the citizens of Sand Springs concerning State Question 777 (SQ777), the proposed amendment to the Oklahoma Constitution, which is on the ballot for a statewide vote on the state general election ballot for November 8, 2016; informing city voters of the potential effects of SQ777 on the

ability of the City of Sand Springs to regulate land use activities and to enact other ordinances and regulations within the city for the protection of the health, safety, and welfare of its citizens; and urging all registered voters within Sand Springs, before casting their votes on SQ777, to carefully study and consider all the potential effects of SQ777 on the health, safety, and welfare of Sand Springs residents. (Presented by: Vice Mayor John Fothergill)

Motion _____ Second _____

7. Resolution No. 17-06

Council may consider approval of Resolution No. 17-06, a resolution related to public safety facilities, approving the location of a public safety facility for the City, approving a real estate purchase agreement with Sheffield Crossing, and authorizing all actions necessary to complete the purchase. (Presented by: David Weatherford, City Attorney)

Motion _____ Second _____

8. Final Plat – Stone Villa Second

Council may consider approval of the Final Plat for Stone Villa Second, for the development of a single-family subdivision, RS-4 (Residential Single-Family); propose 87 lot subdivision, 19.828+/-acre subdivision. (Presented by: Brad Bates, City Planner)

Motion _____ Second _____

9. Ordinance No. 1290 – Tobacco and Vapor Free

Council may consider approval of Ordinance No. 1290, an ordinance relating to Title 9 – Public Peace, Morals, and Welfare, of the Code of Ordinances of the City of Sand Springs, Oklahoma; codifying and inserting a new Chapter 9.36 – Use of Tobacco Related products; regulated in certain public places; providing for severability; repealing all ordinances in conflict herewith. (Presented by: Brad Bates, City Planner)

Motion _____ Second _____

10. City-Wide Budget Amendments

Council may consider approval of city-wide budget amendments to the FY17 budget. (Presented by: Kelly Lamberson, Finance Director)

Motion _____ Second _____

11. Financial Reports

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

12. Correspondence (A-B)

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

- A) Regular monthly bills. (Finance)
- B) An email, dated October 18, 2016, regarding positive feedback for Sand Springs-Pogue Airport Manager Ken Madison. (Administration)

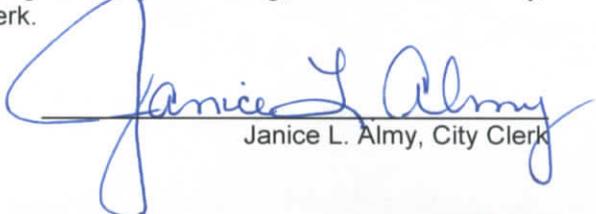
13. City Manager's and Council Members Report

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. Boo on Broadway: 10/29/16
 2. "Night at the Museum": 10/29/16 9:00 pm
 3. Street Dept Chipper Days: 11/05, 12/03/16
 4. CASEtime Movie Night: 11/11, 12/09/16
 5. Veterans' Day Holiday: City Offices Closed 11/11/16
 6. Thanksgiving Holiday: City Offices Closed: 11/24 and 11/25/16
 7. Festival of Lights Christmas Parade: 12/02/16
 8. Employee Recognition Luncheon: 12/07/16
 9. Christmas Holiday: City Offices Closed: 12/23, 12/26/16

14. Adjournment: Time _____

This agenda was filed in the office of the City Clerk and posted at 1:30 p.m. on October 20, 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

MINUTES

**Sand Springs City Council
Regular Meeting
October 10, 2016 – 7:00 p.m.
Sand Springs Municipal Building
100 East Broadway – Room #203
Sand Springs, Oklahoma 74063**

MEMBERS PRESENT: Mayor Mike Burdge (6-0)
Vice Mayor John Fothergill (6-0)
Councilman Phil Nollan (5-1)
Councilwoman Patty Dixon (5-1)
Councilman Beau Wilson (6-0)
Councilman Brian Jackson (6-0)
Councilman Jim Spoon (5-1)

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

ABSENT: None

The Sand Springs City Council met in regular session on October 10, 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 4:00 p.m. on October 5, 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 p.m.

2. Roll Call

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

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

3. Invocation

Following Roll Call, Mayor Burdge provided the invocation.

4. Pledge of Allegiance

Vice Mayor Fothergill led the Pledge of Allegiance.

5. Swearing In Ceremony

Judge McAtee administered the Oath of Office to Police Officer Brian Tomsovic.

Police Chief Michael S. Carter provided a brief background on Officer Tomsovic.

This item was for ceremonial purposes only with no action requested or taken by City Council.

6. Policing Plan**A) Presentation**

Police Chief Michael S. Carter provided a brief overview of the Sand Springs Policing Plan and a proposed Memorandum of Understanding (MOU) between the City of Sand Springs and the Oklahoma State Bureau of Investigation.

Oklahoma State Bureau of Investigation Director Stan Florence provided additional information regarding the MOU and recognized the Sand Springs Police Department for their pro-active work with their Policing Plan.

This item was for informational purposes only with no action requires or taken by City Council.

B) Memorandum of Understanding

Police Chief Michael S. Carter requested Council's authorization for the Police Chief to sign the Memorandum of Understanding between the City of Sand Springs and the Oklahoma State Bureau of Investigation.

A motion was made by Vice Mayor Fothergill and seconded by Councilman Wilson that the requested authorization for the Police Chief to sign the Memorandum of Understanding between the City of Sand Springs and the Oklahoma State Bureau of Investigation, as requested, be approved.

Mayor Burdge called for the vote recorded as follows:

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

The motion carried 7-0-0.

C) Food For Fines

City Clerk Janice L. Almy informed Council of a goal for the Municipal Court Division to develop and host an amnesty program for persons with outstanding warrants and/or fines.

Deputy Court Clerk Kenny Penrod provided a brief overview of a proposed "Food For Fines" Amnesty Program, for the City of Sand Springs, to be held on November 10, 2016, in conjunction with the Policing Plan.

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

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

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

There being no other questions or requests, Mayor Burdge requested a motion regarding Consent Agenda 7A through 7C.

A motion was made by Vice Mayor Fothergill and seconded by Councilman Wilson to approve the Consent Agenda Items No. 7A through 7C, as follows:

A) The minutes of the September 26, 2016, regular City Council meeting.

B) The Utility Easements granted by Same Day Auto Repair and Commander Mills, Inc., as they relate to the Sanitary Sewer Improvements project to serve Same Day Auto Repair.

C) The acceptance of the Sanitary Sewer Improvements project to serve Same Day Auto Repair as constructed by Mullins Plumbing.

Mayor Burdge called for the vote recorded as follows:

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

The motion carried 7-0-0.

8. Correspondence

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

A) Regular monthly bills.

9. City Manager's and Council Members Report

A) List of Upcoming Events:

- 1) CASEtime Movie Night: 10/14, 11/11, 12/09/16
- 2) Boo on Broadway: 10/29/16
- 3) "Night at the Museum": 10/29/16 – 9:00 pm
- 4) Street Dept Chipper Days: 11/05, 12/03/16
- 5) Veterans' Day Holiday: City Offices Closed 11/11/16
- 6) Thanksgiving Holiday: City Offices Closed: 11/24-25/16
- 7) Festival of Lights Christmas Parade: 12/02/16
- 8) Employee Recognition Luncheon: 12/07/16
- 9) Christmas Holiday: City Offices Closed: 12/23, 12/26/16

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

- 1) The upcoming Keystone Ancient Forest 5K Day.
- 2) The Annual CMOA conference she attended.
- 3) The ICSC conference she attended.
- 4) Expressed appreciation of employees continuing to think outside of the box for ideas to improve processes or the City in general.

10. 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, in

accordance with O.S. Title 25, Section 307(B)(3); and for the purpose of the annual evaluation of City Manager Elizabeth Gray, in accordance with Title 25, Section 307(B)(1).

A motion was made by Vice Mayor Fothergill and seconded by Councilwoman Dixon 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, in accordance with O.S. Title 25, Section 307(B)(3); and for the purpose of the annual evaluation of City Manager Elizabeth Gray, in accordance with Title 25, Section 307(B)(1).

Mayor Burdge called for the vote recorded as follows:

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

The motion carried 7-0-0.

Mayor Burdge, Vice Mayor Fothergill, Councilman Nollan, Councilwoman Dixon, Councilman Wilson, Councilman Jackson, Councilman Spoon, and City Manager Elizabeth Gray retired into Executive Session at the noted time of 7:27 p.m.

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, in accordance with O.S. Title 25, Section 307(B)(3); and for the purpose of the annual evaluation of City Manager Elizabeth Gray, in accordance with Title 25, Section 307(B)(1).

City Manager Elizabeth Gray left the Executive Session at the noted time of 7:52 p.m.

City Council continued discussions regarding the annual evaluation of City Manager Elizabeth Gray, in accordance with Title 25, Section 307(B)(1).

City Manager Elizabeth Gray returned to the Executive Session at the noted time of 8:17 p.m.

City Council members and City Manager Elizabeth Gray continued discussions regarding Ms. Gray's annual evaluation, in accordance with Title 25, Section 307(B)(1).

B) Following the Executive Session, Mayor Burdge reconvened the Council Meeting at the noted time of 8:43 p.m.

C) A motion was made by Vice Mayor Fothergill and seconded by Councilman Spoon that City Manager Elizabeth Gray receives the two-percent salary step increase consistent with other employees, retro-active back to July 1, 2016.

Mayor Burdge called for the vote recorded as follows:

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

The motion carried 7-0-0.

11. Adjournment

There being no other discussion, the meeting adjourned at the noted time of 8:45 p.m.

Janice L. Almy, City Clerk

MINUTES

**Sand Springs City Council
Special Meeting
October 18, 2017 – 10:00 a.m.
1050 West Wekiwa Road
Sand Springs, Oklahoma 74063
www.sandspringsok.org**

Mayor Mike Burdge, Vice Mayor John Fothergill, Councilman Brian Jackson, Councilwoman Patty Dixon, Councilman Beau Wilson, Councilman Phil Nollan, City Manager Elizabeth A. Gray, administrative staff, employees, and guests attended the groundbreaking Ceremony for the Case Community Park.

The meeting was for ceremonial-purposes only, with no action required or taken by the Sand Springs City Council.

Janice L. Almy, City Clerk

DRAFT

MINUTES

**Sand Springs City Council
Special Meeting
October 18, 2016 – 11:30 a.m.
Spring Lake Municipal Complex
Public Works Administration – Conference Room
13101 West 46th Street
Sand Springs, Oklahoma 74063**

MEMBERS PRESENT: Mayor Mike Burdge
Vice Mayor John Fothergill
Councilman Phil Nollan
Councilwoman Patty Dixon
Councilman Beau Wilson
Councilman Jim Spoon

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

ABSENT: Councilman Brian Jackson

The Sand Springs City Council met in special session on October 18, 2016 in the conference room of the Sand Springs Spring Lake Municipal Complex building pursuant to the special meeting notice and agenda filed with the City Clerk's office and posted at 4:30 p.m. on October 7, 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 11:30 a.m.

2. Roll Call

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

Councilman Nollan, here; Councilwoman Dixon, here; Mayor Burdge, here; Vice Mayor Fothergill, here; Councilman Wilson, here; Councilman Jackson, no response; Councilman Spoon, here.

It was noted for the record that Councilman Jackson was absent from said meeting.

3. Change of Access

Brad Bates, City Planner, requested Council's approval of a Change of Access for Lot 1, Block 1, River West Addition No. 3, a proposed change of the Limits of No Access along Main Street to allow two (2) entries/exits located at 2 West Alexander Boulevard (Southwest corner of Alexander Boulevard and Main Street.)

It was noted that the Sand Springs Planning Commission heard this item at their meeting on October 17, 2016, and recommended approval with a 7-0-0 vote.

Following discussion, a motion was made by Councilman Wilson and seconded by Vice Mayor Fothergill that the requested approval of a Change of Access for Lot 1, Block 1, River West Addition No. 3, a proposed change of the Limits of No Access along Main Street to allow two (2) entries/exits located at 2 West Alexander Boulevard (Southwest corner of Alexander Boulevard and Main Street.), as presented, be approved.

Mayor Burdge called for the vote recorded as follows:

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

The motion carried 6-0-0.

4. Adjournment

There being no other discussion, the meeting adjourned at the noted time of 11:41 a.m.

Janice L. Almy, City Clerk

**CITY OF SAND SPRINGS
MONTHLY TRANSFERS
October, 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		\$ 373,521	\$ 1,523,203
TO: Mun Auth Water Utility Fund		3,085,195	249,014	1,015,469
Street Impr Fund		1,542,598	124,507	507,734
Public Safety Cap Impr Fund (Jan 2017)		691,509	-	-
Economic Dev Cap Impr Fund (Jan 2017) (sales tax)		153,669	-	-
TRANSFERS PER COUNCIL ACTION				
FROM: General Fund	\$ 762,000		\$ 1,000	\$ 401,595
TO: General Short Term Capital Fund(E911)		12,000	1,000	4,000
Tax Increment District Fund		750,000	-	397,595
FROM: Sinking Fund (Interest)	\$ 1,500		\$ 1,911	\$ 1,961
TO: General Fund		1,500	1,911	1,961
FROM: Capital Impr W&WW Fund	\$ 800,000		\$ 66,667	\$ 266,667
TO: Mun Auth Water Util Fund		800,000	66,667	266,667



CITY OF SAND SPRINGS
COUNCIL/AUTHORITY STAFF REPORT

MEETING DATE: October 24, 2016

SUBJECT:

RESOLUTION NO. 17-07 FOR THE 2017 CITY COUNCIL ELECTION

STAFF RECOMMENDATION:

Approval of Resolution No. 17-07, a resolution of notice of election for electing City Council members from Ward 3 and Ward 4, City of Sand Springs, Oklahoma, designating filing period, designating primary election date, designating general election date for the City of Sand Springs, Oklahoma.

BACKGROUND AND HISTORY:

Said election is routine and in compliance with normal procedures.

BUDGETARY IMPACT:

Funds for election expenses were budgeted in the FY17 Budget.

COMPILED BY: Janice L. Almy, City Clerk

PRESENTED BY: Janice L. Almy, City Clerk

ATTACHMENT(S):

Resolution No. 17-07

RESOLUTION NO. 17-07

A RESOLUTION OF NOTICE OF ELECTION FOR ELECTING CITY COUNCIL MEMBERS FROM WARD 3 AND WARD 4, CITY OF SAND SPRINGS, OKLAHOMA CLOSING THOSE PRECINCTS WITHOUT ANY REGISTERED VOTERS, DESIGNATING FILING PERIOD, DESIGNATING PRIMARY ELECTION DATE, DESIGNATING GENERAL ELECTION DATE FOR THE CITY OF SAND SPRINGS, OKLAHOMA.

WHEREAS, the City Council of the City of Sand Springs is required to schedule primary and general elections by approval of a resolution to be submitted to the Tulsa County Election Board;

THEREFORE, BE IT RESOLVED by the City Council of the City of Sand Springs that the following officials shall be elected for three-year terms of office:

City Councilmember from Ward 3, City of Sand Springs, Oklahoma; and

City Councilmember from Ward 4, City of Sand Springs, Oklahoma; and

BE IT FURTHER RESOLVED that the filing period for office shall be open on the 5th day of December, 2016, and close on the 7th day of December, 2016. Candidates for the office of City Council shall file their declaration of Candidacy in the office of the City Clerk, Sand Springs Municipal Building, 100 East Broadway, Room 206, Sand Springs, Oklahoma, 74063, between the hours of 8:00 a.m. and 12:00 p.m. and 1:00 p.m. and 5:00 p.m.

BE IT FURTHER RESOLVED that pursuant to the Charter of the City of Sand Springs, all candidates for council from specific wards shall be nominated and elected only by qualified electors residing in their ward.

BE IT FURTHER RESOLVED that pursuant to Title 26, Section 13-103(C), all precincts totally or partially contained within the boundaries of Wards 3 and 4 of the City shall be open for election, except the City authorizes the following precincts, which are only partially contained within the limits of the City of Sand Springs, not to be opened by certifying to the county election boards that no persons reside within that portion of the precinct contained within the limits of the City of Sand Springs, and these precincts can therefore not be opened:

Tulsa County Precinct 802 (no registered voters)

BE IT FURTHER RESOLVED by the Council of the City of Sand Springs, Oklahoma, that for the purpose of electing officials of said City that:

1. A primary election, if needed, shall be held on Tuesday, February 14, 2017; and
2. A general election, if needed, shall be held on Tuesday, April 4, 2017; and

BE IT FURTHER RESOLVED that each candidate for City office shall be: (1) a qualified elector of the Ward for which they are seeking election as a Councilmember, and (2) be at least twenty-five years of age prior to May 1, 2017.

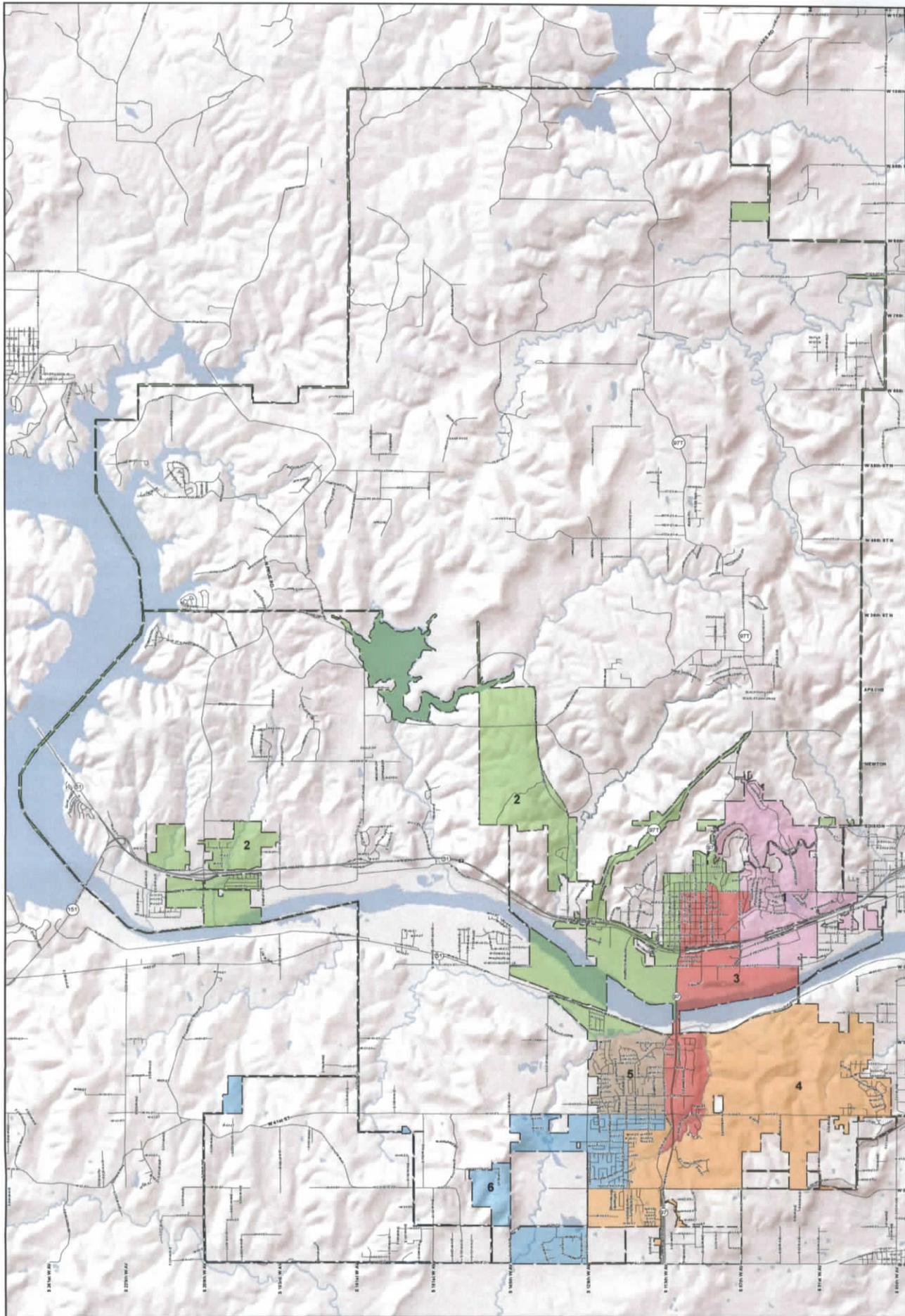
PASSED AND APPROVED at a regular meeting of the City Council of Sand Springs, Oklahoma, held the 24th day of October, 2016.

Mike Burdge, Mayor

ATTEST:

Janice L. Almy, City Clerk

David L. Weatherford, City Attorney



Sand Springs Ward Boundaries

Map Prepared by INCOG
September 30th, 2016



Agenda item

**CITY OF SAND SPRINGS
COUNCIL/AUTHORITY STAFF REPORT
MEETING DATE: October 24, 2016**

SUBJECT:

IMPAIRED DRIVING ENFORCEMENT AGREEMENT BETWEEN THE CITY OF SAND SPRINGS AND THE OKLAHOMA HIGHWAY SAFETY OFFICE

STAFF RECOMMENDATION:

1. Approval of a Traffic Enforcement Agreement between the City of Sand Springs and the Oklahoma Highway Safety Office for reimbursement of overtime and operating expenses incurred for the grant period October 1, 2016 through September 30, 2017.
2. Approval of a supplemental appropriation in the General Fund for an increase to the Revenue - OHSO Grant line item in the amount of \$50,000 and an increase to the Expenditure - Police Department line item in the amount of \$50,000

BACKGROUND AND HISTORY:

The agenda item before you is the FY-17 Oklahoma Highway Safety Grant. This will be our 17th year that the Sand Springs Police Department has received funding for our ongoing public safety awareness and traffic enforcement project.

Our project goal for this grant is to reduce the number of Impaired Drivers in the city and slow the increase of serious incapacitating traffic crashes. Our goal will be accomplished through increased safety education and enhanced traffic enforcement, targeting the drinking/impaired driver along with aggressive driving and occupant protection violations.

Overtime consists of both day and night shifts for 3 to 4 specially trained officers targeting the impaired and the aggressive driver. Officers that are assigned to these shifts are dedicated solely to the project and are focused on traffic enforcement duties.

The grant is a reimbursement grant in the amount of \$50,000.00; the following is a breakdown of how the funds will be spent:

- \$48,000 Police Overtime Traffic Enforcement
- \$2000.00 Out of State Travel (Lifesavers Conference - Long beach, CA for 1 attendee)

This agenda items amends the City's 2016-2017 Budget as described below.

BUGETARY IMPACT:

Intergovernmental Revenues in the General Fund are increased by \$50,000; Expenditures in the General Fund are increased by \$50,000.

COMPILED BY: Greg Fisher

APPROVED BY: Elizabeth A. Gray, City Manager

ATTACHMENTS:

Contract and Agreement Terms

Grant Agreement Summary – Part 1**Title of Contract:** Sand Springs Impaired Driving Enforcement**OHSO Project Number:** AL-17-03-10-14**Award Amount:** \$50,000.00**CFDA Number:** 20.6000000**FAIN****Number:** 18X9204020OK17**OHSO Project Number:****Award Amount:****CFDA Number:****FAIN Number:****TOTAL AWARD:** \$50,000.00**Project Period:** Oct 01, 2016 – Sep 30, 2017**Primary Program Area:** Impaired Driving**Organization:** Sand Springs Police Department**Address:** P.O. Box 338**City:** Sand Springs**State:** OK**Zip:** 74063**FEI Number:** 73-6005411**DUNS Number:** 962058673**Project Director:** Greg Fisher**Title:** IT Director**Phone Number:** (918) 246-2537 X2537**Fax Number:** (918) 245-7952**Project Goals:**

To decrease the number of drug and alcohol-related crashes in the city of Sand Springs from 5 in 2014 to 4 in 2017 (OHSO crash data).

To increase the seat belt use rate in Tulsa County by 2 percentage points, from 82.6% in 2015 to 84.6% in 2017 (Statewide Seat Belt Observation Survey).

Problem Identification:

The City of Sand Springs is a bedroom community primarily in Tulsa County that shares a common border with the west side of the City of Tulsa. The southern border is shared with the city of Sapulpa, and Keystone Lake is to the west. Due to these relationships to the City of Sand Springs, the transient population tends to be much higher than the traffic count associated with a community of 19,000. According to OHSO data, the City of Sand Springs had 45 KAB crashes in 2013 (above the state rate). Five of these were alcohol-related KAB crashes (also above the state rate), and one was drug-related. According to the results of the 2015 Oklahoma Seat Belt Usage survey, Tulsa County had a usage rate of 82.6%, below the statewide rate of 84.4%.

Project Description:

The Sand Springs Police Department will conduct overtime enforcement in support of State and National goals to reduce the incidence of impaired driving and increase the seat belt use rate in their community. This will be accomplished through enhanced enforcement efforts using officers working in an overtime capacity to identify alcohol /drug-impaired driving violations and seat belt violations.

The Sand Springs Police Department will dedicate approximately 60% of all grant hours to alcohol/drug-impaired driving enforcement efforts. The Project Director will utilize all data and reference sources available to identify those times and locations having a significant crash rate involving impaired drivers, including but not limited to crash reports, arrest records and public complaints. Officers will be assigned to work high visibility enforcement (HVE) and saturation patrols in identified areas throughout the city of Sand Springs. Saturation patrols and sobriety checkpoints will be conducted on a quarterly basis as part of the cooperation with ENDUI task force efforts as much as possible.

As a secondary objective, the Sand Springs Police Department will dedicate approximately 40% of all grant hours worked to occupant protection (OP) related enforcement efforts. To identify those times and locations where KAB crashes most often occur, and in particular unrestrained KAB crashes, the Project Director will utilize all data and reference sources available including local

Grant Agreement Summary – Part 1

and OHSO crash data, arrest records, public complaints, and any other sources available. Officers will conduct short term, high visibility seat belt enforcement in the identified areas. The most common high visibility OP enforcement method consists of short, intense, highly publicized periods of increased OP law enforcement, frequently using checkpoints, saturation patrols, or enforcement zones. Sustained enforcement efforts may be utilized as determined by the project director. Sustained enforcement involves vigorous enforcement of seat belt laws as apart of customary traffic enforcement activities. Available data suggests that belt use is lower at night. The Sand Springs Police Department will conduct at least 10% of its seat belt enforcement efforts during nighttime hours.

Combined seat belt and alcohol enforcement efforts may be utilized when officers conduct short term, high visibility seat belt enforcement targeting nighttime drivers.

Public Information and Education (PI&E) activities will be conducted on a regular basis as part of the HVE effort to inform and educate the public on the dangers of impaired driving and other traffic safety issues, as well as the agency's ongoing efforts to deter this activity. Increased activity will be directed toward the two designated statewide impaired driving mobilizations occurring around Labor Day in September and the holiday period in the month of December, as well as the seat belt enforcement mobilization occurring around the Memorial Day holiday.

Funding is also provided for out-of-state travel for project personnel to attend Lifesavers to learn new and improved strategies in Occupant Protection and impaired driving enforcement and submit a report to the OHSO to assist in statewide strategic planning efforts.

The Sand Springs Police Department will employ the following evidence-based strategies in conducting grant related activities:

- 1) High Visibility Saturation Patrols
- 2) High Visibility Sobriety Checkpoints
- 3) Short term high visibility seat belt enforcement
- 4) Sustained seat belt enforcement
- 5) Integrated Enforcement

This grant is subject to the terms and conditions set forth in the Pre-Application guidelines and any modifications agreed to during negotiation and reflected in the Award Documents, or by Contract Change Order hereafter, including; Part I–Grant Agreement Summary; Budget Summary; Budget Detail; Activity/Milestones; General Provisions – Part II; Specific Agreements – Part III; and Certification pages.

In addition, the grantee agrees to the following:

1. If the grantee is a law enforcement agency, the grantee agrees to participate in and support NHTSA's national goals and law enforcement mobilizations ("Click It or Ticket" and "Drive Sober or Get Pulled Over"), including submitting both pre and post reports through the OHSO online Mobilization Reporting System.
2. At the end of the project year and no later than November 1, the Project Director will submit the End of Year Project Summary Report outlining the project accomplishments and whether the project goal(s) was met.

In accordance with OMB Circular A-133, the Oklahoma Highway Safety Office (OHSO) is required to supply each grantee with pertinent information regarding the grant awarded. The Oklahoma Highway Safety Office (OHSO) is a pass-through agency for federal funds provided by the U.S. Dept of Transportation, National Highway Traffic Safety Administration (NHTSA).

On the chart below, locate the "Start of Project Number" for each grant awarded to obtain the information your agency's financial department will need for Federal/State reporting purposes.

Start of Project Number	Program Area	CFDA No.	Award Name	Section No.
AL	Alcohol	20.6000000	State and Community Highway Safety	402

Grant Agreement Summary – Part 1

DE	Driver Education	20.6000000	State and Community Highway Safety	402
MC	Motorcycle Safety	20.6000000	State and Community Highway Safety	402
OP	Occupant Protection	20.6000000	State and Community Highway Safety	402
PS	Pedestrian Safety	20.6000000	State and Community Highway Safety	402
PT	Police Traffic Services	20.6000000	State and Community Highway Safety	402
RH	Railroad/Highway Crossings	20.6000000	State and Community Highway Safety	402
SE	Speed Enforcement	20.6000000	State and Community Highway Safety	402
TR	Traffic Records	20.6000000	State and Community Highway Safety	402
164AL	164 Transfer Funds	20.6080000	Minimum Penalties for Repeat Offender for Driving While Intoxicated	164
M2	MAP 21 405b OP Low	20.6160000	Occupant Protection	405b
M3	MAP 21 405c Data Program	20.6160000	State Traffic Safety Information Systems Improvements	405c
M5	MAP 21 405d Impaired Driving Mid	20.6160000	Impaired Driving Countermeasures	405d
M9	MAP 21 405f Motorcycle Programs	20.6160000	Motorcyclist Safety	405f

Budget Summary Projections

Cost Category Items	1st Quarter			2nd Quarter		
	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.
I. Personnel						
A. Salaries	\$3,611.00	\$3,611.00	\$4,028.00	\$3,611.00	\$3,611.00	\$3,611.00
B. Benefits	\$277.00	\$277.00	\$304.00	\$277.00	\$277.00	\$277.00
II. Travel						
A. In-State Travel	\$0	\$0	\$0	\$0	\$0	\$0
B. Out-of-State Travel	\$0	\$0	\$0	\$0	\$0	\$2,000.00
III. Operating Costs	\$0	\$0	\$0	\$0	\$0	\$0
IV. Contractual Costs	\$0	\$0	\$0	\$0	\$0	\$0
V. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Monthly Total	\$3,888.00	\$3,888.00	\$4,332.00	\$3,888.00	\$3,888.00	\$5,888.00

	3rd Quarter			4th Quarter			Annual Total
	Apr	May	Jun	Jul	Aug	Sep	
I. Personnel							
A. Salaries	\$3,611.00	\$4,035.00	\$3,611.00	\$3,611.00	\$4,028.00	\$3,611.00	\$44,590.00
B. Benefits	\$277.00	\$309.00	\$277.00	\$277.00	\$304.00	\$277.00	\$3,410.00
II. Travel							
A. In-State Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Out-of-State Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000.00
III. Operating Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IV. Contractual Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
V. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Monthly Total	\$3,888.00	\$4,344.00	\$3,888.00	\$3,888.00	\$4,332.00	\$3,888.00	\$50,000.00

Budget Detail Projections

Cost Category Item: I.A. 1		Project Number: AL-17-03-10-14				
Description: Salary for overtime enforcement/PI&E (rate not to exceed 1.5 times regular hourly rate unless contractually required and pre-approved by OHSO).						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
\$3,611.00	\$3,611.00	\$4,028.00	\$3,611.00	\$3,611.00	\$3,611.00	\$22,083.00
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
\$3,611.00	\$4,035.00	\$3,611.00	\$3,611.00	\$4,028.00	\$3,611.00	\$44,590.00

Cost Category Item: I.B. 1		Project Number: AL-17-03-10-14				
Description: Benefits for overtime enforcement/PI&E (rate not to exceed 7.65% unless contractually required and pre-approved by OHSO).						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
\$277.00	\$277.00	\$304.00	\$277.00	\$277.00	\$277.00	\$1,689.00
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
\$277.00	\$309.00	\$277.00	\$277.00	\$304.00	\$277.00	\$3,410.00

Cost Category Item: II.B. 1		Project Number: AL-17-03-10-14				
Description: Out-of-State travel to the Lifesavers Conference, to include: registration, lodging, M&IE, and transportation expenses in accordance with the State Travel Reimbursement Act.						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
					\$2,000.00	\$2,000.00
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$2,000.00

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Budget Detail Projections

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Budget Detail Projections

**** SECTION 2 ****

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Budget Detail Projections

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Activity/Milestones Projections

MILESTONE PROJECTIONS

Activity #	Project #	Description	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Total
			Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug	Sep	
1	AL-17-03-10-14	Hours of overtime impaired driving enforcement worked (based on OT rate of \$35/hour).	62	62	72	62	62	62	62	62	62	62	72	62	764
2	AL-17-03-10-14	Number of DUI/DWI/APC arrests made (target is 1 arrest every 12 hours).	5	5	6	5	5	5	5	5	5	5	6	5	62
3	AL-17-03-10-14	Number of other written contacts/arrests-do not include any DUI/DWI/APC arrests reported in the above milestone (no target).													0
4	AL-17-03-10-14	Number of saturation patrols and/or sobriety checkpoints conducted or participated in.			1			1			1			1	4
5	AL-17-03-10-14	Total hours of overtime OP enforcement worked (based on OT rate of \$35/hour).	41	41	41	41	41	41	41	51	41	41	41	41	502
6	AL-17-03-10-14	Hours of overtime OP enforcement worked during nighttime hours (based on 10% of total OP hours worked).	4	4	4	4	4	4	4	4	4	4	4	4	48
7	AL-17-03-10-14	Number of written OP contacts issued (target is 2 per hour).	82	82	82	82	82	82	82	82	82	82	82	82	984
8	AL-17-03-10-14	Number of other written contacts/arrests during OP overtime enforcement-do not include any OP contacts reported in the above milestone (no target).													0
9	AL-17-03-10-14	Number of PI&E activities conducted (to include media contacts, traffic safety presentations, etc.).	1	1	1	1	1	1	1	1	1	1	1	1	12
10	AL-17-03-10-14	Submit a narrative report on Lifesavers Conference with at least two recommendations for improving traffic safety in Oklahoma.						1							1
															0
															0
															0

Activity/Milestones Projections

																0
																0
																0
																0
																0
																0
																0
																0

General Provisions - Part II

REGULATIONS AND DIRECTIVES

The Grantee, its assignee(s), successor(s) in interest, subcontractor(s), supplier(s), or anyone who is a recipient of financial assistance through this grant shall agree to all applicable provisions of the following; however, nothing here should be interpreted to limit the requirements to comply with regulations and directives not included in this list:

1. Grantee agrees to implement the project in accordance with federal statutes, local statutes and regulations, as well as the policies and procedures established by the Oklahoma Highway Safety Office.
2. The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Hatch Act (Political Activity), 5 U.S.C. Sections 1501-1508 and 5 CRF Part 151.
4. Buy America Act, 23 U.S.C. 101.
5. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions :
 - (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. Certification Regarding Federal Lobbying; Certification for Contracts, Grant, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for the influencing or

attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) Then undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- Restriction on State Lobbying; None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

7. Equipment Purchased with Highway Safety Funds

- A copy of the Grantee's purchasing and inventory policies must be submitted to OHSO prior to the purchase of equipment approved in the grant award
- Ownership of equipment purchased is vested in the Grantee, who must use the property only for the authorized purpose of this project (49 CFR, Part 18 (Common Rule))
- Equipment must be entered into, and tracked through, the Grantee's inventory system and the OHSO inventory
- Equipment maintenance and liability coverage are the Grantee's responsibility
- Grantee shall not remove, transfer, or dispose of the property without prior written approval from OHSO
- If equipment is lost or stolen, the OHSO must be notified immediately, in writing, accompanied by a police report

To dispose of ANY equipment, the Grantee MUST:

- (1) Write a letter of request to OHSO;
- (2) State how the disposal will occur (auction, transfer, etc.) and/or provide three (3) appraisals;
- (3) Maintain equipment until Grantee receives letter of approval;
- (4) Return Equipment to OHSO.

Nothing herein contained shall be construed as incurring for the Grantor Agency any liability for Workmen's Compensation, F.I.C.A., Withholding Tax, Unemployment Compensation, or any other payment which is not a part of this contract.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily exclude from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Specific Agreements - Part III

Grantee shall adopt (if none presently exists) and enforce a safety belt use policy requiring all employees and others riding in Grantee vehicles and/or on Grantee business to use safety belts in accordance with State law.

Regular compensation and/or overtime compensation provided in this grant award will be paid in accordance with established policies and regulations of your entity. Any deviation from the established policies and regulations must be specifically addressed in the written grant award.

Grantee shall verify that any officer using a grant purchased radar or grant purchased video camera has received training in the proper use of the equipment.

Grantee shall encourage all law enforcement officers participating in impaired driving enforcement programs to obtain certification in NHTSA sanctioned Standard Field Sobriety Test (SFST) procedures

Grantee shall submit monthly activity and reimbursement reports (including all appropriate documentation) to OHSO. Reports shall be submitted within 30 days of the end of the reporting month. Failure to comply with this 30-day limit may result in denial of the reimbursement claim.

Reports should include, as a minimum, the following:

1. Project Director's Report.
2. Budget Summary (include all cumulative year-to-date information).
3. Budget Details (include all cumulative year-to-date information).
4. Activity Milestones (include all cumulative year-to-date information).
5. Financial documentation for the current report (time sheets, payroll documents, invoices, purchase orders, and/or other appropriate verification of expenditures).
6. Activity documentation for the current report (include information on all projected activities whether completed or not, and any additional activities that were conducted; an explanation should be provided for any activities not completed).
7. Any additional, pertinent information to the project for the current reporting period.

In accordance with 2 CFR 200, the Oklahoma Highway Safety Office (OHSO) is required to supply each grantee with pertinent information regarding the grant awarded. The Oklahoma Highway Safety Office (OHSO) is a pass-through agency for federal funds provided by the U.S. Dept of Transportation, National Highway Traffic Safety Administrations (NHTSA). Other pertinent information can be found on the Grant Agreement Summary – Part 1 page of the Award Documents providing the Grantee with information the agency's financial department will need for Federal/State reporting purposes. A Grantee's agency may be subject to audit under 2 CFR 200. Unless other arrangements are made, any required audit cost is the responsibility of the Grantee.

Any activities or cost items not specifically addressed in this agreement or any revisions to the items which are included in the agreement must be approved, in writing, by the OHSO Director/ Governor's Representative or designee before they will be considered eligible activities and/or cost items. (For example, any out-of-state travel expenses not specifically identified in one's agreement require prior written permission from the OHSO Director/Governor's Representative or designee or the costs will not be reimbursed.)

These "Specific Agreement" topics have been provided in an effort to assist grantees . This is not in any way a complete list of all requirements. Any questions and/or concerns not addressed here or in other areas of this grant agreement should be directed to the OHSO Program Manager assigned responsibility for oversight of this project.

The continuation of this project is contingent on the availability and receipt by OHSO of Federal Funds.

As the Authorizing Official, I certify that all data in this application is true and correct. The application and proposed agreement have been reviewed and authorized by the governing body of the applicant agency. The typed name, in lieu of a signature, represents this agency's legal acceptance of the terms of this proposal and a statement of veracity of the representations made in this application.

Printed Name of Chief Executive Officer:

Title:

Date:

NOTE: The Authorizing Official is the person with official signature authority to make financial and programmatic commitments on behalf of the applicant agency. The Authorizing Official must be a state agency head, mayor, city manager, chairperson of the County Commission or an authorized tribal leader. The Chief of Police or Sheriff is not generally an authorized signatory.

Signature: _____



**CITY OF SAND SPRINGS
COUNCIL/AUTHORITY STAFF REPORT
MEETING DATE: October 24, 2017**

SUBJECT:

Emergency Management Performance Grant between the City of Sand Springs and the Oklahoma Office of Emergency Management.

BACKGROUND AND HISTORY:

The agenda item before you is for the FY-17 state and local assistance (SLA) performance grant. This is a 50/50 matching grant that has been in place for the last 19+ years which helps fund the City's Emergency Management program. Currently the Emergency Management department is staffed by Gregory Fisher (Director) and Artie Palk (Deputy Director). The SLA program allows Emergency Management staff to develop and demonstrate standards set forth by the State Office of Emergency Management to help prepare, respond, recover and mitigate any or all hazards that the city may encounter.

BUGETARY IMPACT:

Increase:	Revenue- FY2016 FEMA Grant	\$20,000
Increase:	Ending Fund Balance	\$20,000

STAFF RECOMMENDATION:

Approval of an Emergency Management performance agreement between the City of Sand Springs and the Oklahoma Office of Emergency Management providing a 50/50 sub-grant portion of funds to develop comprehensive emergency preparedness for all hazards, the grant period is October 1, 2016 through September 30, 2017.

COMPILED BY: Gregory Fisher**APPROVED BY: Elizabeth A. Gray, City Manager****ATTACHMENTS:**

Contract and Agreement Terms

FY 2017 Emergency Management Program Grant

Contractual Agreement

This agreement is entered into by and between the State of Oklahoma Department of Emergency Management, and **The City of Sand Springs**, Oklahoma, hereinafter referred to as the Political Subdivision. The Oklahoma Department of Emergency Management shall pay the Political Division local jurisdiction for required works performed under the EMPG application and this contractual agreement the sum of **20,000.00** dollars, **subject to the following terms and conditions:**

Article 1. Scope of Work

Advancing the Whole Community approach reinforces the concept that it is the community's responsibility to take necessary and appropriate actions to protect people and property from the consequences of local emergencies and disasters. Communities are challenged to develop collective local abilities to withstand the potential impacts of these events, respond quickly, and recover in a way that sustains or improves the community's overall well-being. Achieving this collective capability calls for innovative approaches across the community. The efforts of the Oklahoma Department of Emergency Management is to assist local jurisdiction's Emergency Management with the capabilities to prevent, protect against, respond to and recover from natural disasters, threats of terrorism, and attacks both foreign and domestic. This includes enhancing local jurisdiction's Emergency Management existing practices, programs, institutions and organizations.

1. Quarterly ALL Hazard, Whole Community Planning Group Meetings

An All-Hazard, Whole Community Planning group will be formed consisting of all Annexes or Emergency Support Function (ESF) representatives, Tribal representatives, Higher Education representatives and business partners as well as any other persons the

Planning Group deems necessary to promote the “whole community” concept of planning to meet quarterly.

Measurement Methods:

- a. A meeting invitation letter for each meeting to include a mailing list (can be an email copy).
- b. An agenda for each quarterly meeting
- c. Minutes of each quarterly meeting.
- d. Sign-in sheets for each quarterly meeting (dated).

2. Emergency Operations Plan

The Jurisdiction must have an Emergency Operations Plan to participate in the Emergency Management Performance Grant. The All Hazard, Whole Community Planning Group will be directly involved in the quarterly planning and updates of the Jurisdiction’s Emergency Operations Plan. The Emergency Operations Plan will be updated according to CPG 101-v.2

Measurement Methods:

- a. The quarterly report submitted to Oklahoma Department of Emergency Management.
- b. Sign-in Sheet from Quarterly Planning Meetings.
- c. An Emergency Operations Plan approval page signed by each of the Annexes or ESF representatives and the jurisdiction’s highest elected official (form provided).

3. A Hazard Mitigation Plan Approved by the State and Updated as Required

The Jurisdiction must have a State approved Hazard Mitigation Plan to participate in the Emergency Management Performance Grant. The All Hazard, Whole Community Planning Group will update the Hazard Mitigation plan according to the evaluation matrix provided by Oklahoma Department of Emergency Management.

Measurement Methods:

- a. The quarterly report submitted to Oklahoma Department of Emergency Management.
- b. A Hazard Mitigation plan approval page signed by each of the Annexes or ESF representatives and the jurisdiction's highest elected official (form provided).

4. A Current List of Training and Exercises

The current Training and Exercise plans will be a topic of discussion of the All Hazard, Whole Community Planning Group.

Measurement Methods:

- a. Quarterly, submit a list of Annex or ESF training activities to the Oklahoma Department of Emergency Management.
- b. Quarterly, submit a list of Annex or ESF exercise activities to the Oklahoma Department of Emergency Management.

5. Four (4) Exercises of Any Type

The Jurisdiction must conduct four (4) exercises of any type. The types of exercises are Seminars, Workshops, Tabletop, Games, Drills, Functional, and Full-Scale. (You can only count one WebEOC drill as part of the four.) All exercises need to test all or part of the Emergency Operations Plan. You may also count one Federally Declared Disaster as an exercise.

Measurement Methods:

- a. A copy of the After Action Report-Improvement Plan (AAR-IP) for each exercise must be submitted to the Oklahoma Department of Emergency Management.

6. One (1) Full Scale Exercise

The Jurisdiction must participate in one Full-Scale Exercise. The Statewide Earth Wind and Fire exercise will count as an Emergency Operations Center full scale exercise.

Measurement Methods:

- a. The AAR-IP for the jurisdiction's part of the exercise must be generated by the jurisdiction and a copy of the AAR-IP must be submitted to Oklahoma Department of Emergency Management.

7. Attendance of the Strategic Regional Planning Workshop

The Oklahoma Department of Emergency Management Regional Coordinator, in conjunction with local Emergency Managers, will host a Professional Development Workshop. The Emergency Management Director shall attend their Area's Workshop, in its entirety.

Measurement Methods:

- a. A copy of the Certificate or other appropriate documentation shall be submitted to Oklahoma Department of Emergency Management.

8. Attendance of the Annual Oklahoma Emergency Management Conference

The Emergency Management Director shall attend the Annual Oklahoma Emergency Management Conference, in its entirety.

Measurement Methods:

- a. A copy of the Certificate or other appropriate documentation shall be submitted to Oklahoma Department of Emergency Management.

9. Attendance of Four (4) Oklahoma Department of Emergency Management Strategic Regional Planning Meetings

The Emergency Management Director shall attend the Oklahoma Department of Emergency Management Regional Coordinator's Quarterly Quadrant meetings.

Measurement Methods:

- a. A copy of the sign-in sheet.

10. Current List of Ongoing Whole Community Preparedness Projects

A current list of Emergency Response Agencies'/Organizations' efforts in Whole Community Preparedness projects.

Measurement Methods:

- a. Submit a list of whole community preparedness activities to the Oklahoma Department of Emergency Management.

Article 2. EMPG Sub-Grant Required Cost Match

The EMPG Sub-Grant funds that are used towards the Political Subdivision's EMPG Program shall not exceed 50 percent of the total Political Subdivision's Emergency Management budget. The Political Subdivision must cost match (cash or in-kind) the Federal contribution according to the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Public Law 93-288), as amended, 42 U.S.C. 5121-5207, specifically, Title VI, sections 611(j) and 613. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. Documentation of the cost match and actual expenditures of the Political Subdivision's EMPG Sub-Grant funds shall be supplied to the Oklahoma Department of Emergency Management.

Article 3. Funding Guidelines

EMPG Sub-Grant funds can only be used for the purposes set forth in this contract. **All EMPG Sub-Grant fund expenditures must be accounted for and follow this funding guidance.** Grant funds may not be used for matching funds for Federal grants, cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings. Additionally, EMPG Sub-Grant funds may not be used to sue the Federal government or any other government entity.

Authorized Expenditures:

1. Operations

FY 2017 EMPG Sub-Grant funds may be used for all hazards local Emergency Management operations activities that may include, but are not limited to:

- a. Staffing including salary and personnel costs
- b. Compensatory time off
- c. Overtime
- d. Day-to-day activities in support of Emergency Management
- e. Associated fringe benefits

2. Planning

FY 2017 EMPG Sub-Grant funds may be used for a range of Emergency Management planning activities that may include, but are not limited to:

- a. Community based planning to advance the Whole Community, Security and Emergency Management concept.
- b. Maintaining a current Hazard Mitigation plan inclusive of a Hazard Identification and Risk Assessment (HIRA).
- c. Maintaining current Emergency Operations procedures that conform to the guidelines outlined in CPG 101 v.2.
- d. Developing and/or enhancing comprehensive Emergency Management plans.

3. Training

FY 2017 EMPG Sub-Grant funds may be used for a range of Emergency Management related training activities **for the purposes of enhancing local Emergency Management's personnel capabilities.** Training related expenses may include, but are not limited to:

- a. Training development, delivery and/or evaluation

- b. Overtime
- c. Travel
- d. Hiring of full or part-time staff, contractors or consultants
- e. Certification or recertification of Instructors

4. Exercise

FY 2017 EMPG Sub-Grant funds may be used for a range of Emergency Management related exercise activities **for the purposes of testing and improving local jurisdiction's Emergency Management Operations plans**. Qualifiable exercises are those conducted within the Political Subdivision's jurisdictional boundaries. Exercise related expenses may include, but are not limited to:

- a. Exercise conduct, design, development and evaluation
- b. Hiring full or part-time staff, contractors or consultants
- c. Travel
- d. Supplies

5. Equipment

In accordance with 44 CFR 13.32 allowable equipment categories for the FY 2017 EMPG program are listed on the web based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory, regulatory and/or FEMA adopted standards to be eligible for purchase using these funds. Additionally, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Equipment expenses may come from the following AEL categories:

- a. Information Technology (Category 4)
- b. Cyber-Security Enhancement Equipment (Category 5)

- c. Detection Equipment (Category 7)
- d. Power Equipment (Category 10)
- e. Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- f. Physical Security Enhancement Equipment (Category 14)
- g. Other Authorized Equipment (Category 21)

Unauthorized Expenditures:

- a. Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g. construction vehicles). The only vehicle costs that are reimbursable are fuel and/or mileage.
- b. Equipment that is purchased for permanent installation and/or use beyond the scope of exercise conduct (e.g. electronic messaging signs).
- c. Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.
- d. Expenditures for weapons and ammunition.
- e. Costs to support the hiring of sworn safety officers (sworn law enforcement officers).
- f. Activities unrelated to the completion and implementation of the EMPG.
- g. Other items not in accordance with the aforementioned authorized expenses.

Article 4. Sub-Grant Administration Requirements

1. Any tasking the Oklahoma Department of Emergency Management receives from the U.S. Department of Homeland Security, FEMA or any other federal agency that is Emergency Management related and requires the assistance of the Political Subdivision shall also be considered as part of the required tasking elements under the EMPG Sub-Grant.

2. If the Political Subdivision receives 500,000 or more in Federal funds in Federal FY 2017, they are responsible for compliance with the provisions of the Single Audit Act amendments of 1996. The Political Subdivision shall submit a copy of their audit letter signed by the auditor for Federal FY 2017 to the Oklahoma Department of Emergency Management.
3. **The FY 2017 EMPG Sub-Grant is a performance based grant.** In an effort to ensure EMPG requirements compliance, each Political Subdivision's performance shall be monitored. The Political Subdivision jurisdiction's Emergency Management will be visited a minimum of four (4) times each year by a Regional Coordinator or other representative of the Oklahoma Department of Emergency Management. The field visits shall be conducted at a mutually, agreed date, time and location during each quarter.
4. Each quarter the EMPG Political Subdivision will submit a minimum of one (1) progress report to the jurisdiction's assigned Oklahoma Department of Emergency Management Regional Coordinator. Submitted documentation shall be maintained by the Political Subdivision and the Department of Emergency Management for a minimum of three (3) years.

*** Please Note**

1st Quarter: October 1, 2016 – December 31, 2016

2nd Quarter: January 1, 2017 – March 31, 2017

3rd Quarter: April 1, 2017 – June 30, 2017

4th Quarter: July 1, 2017 – September 30, 2017

Article 5. Payment Terms

All payments will be contingent upon the Political Subdivision jurisdiction's payment requests and the Oklahoma Department of Emergency Regional Coordinator's review of required tasks.

Should the Political Subdivision found to be in keeping with the EMPG Sub-Grant performance requirements, the following shall occur:

1. Payment in the amount of 25% of the awarded FY 2017 EMPG Sub-Grant will be made by the Oklahoma Department of Emergency Management for the First Quarter, after January 15, 2017 following receipt of the fully executed agreement and receipt of the quarterly payment request letter from the jurisdiction along with documentation of the first quarter's tasks. The Oklahoma Department of Emergency Management Regional Coordinator will approve each payment.
2. Payment in the amount of 25% of the awarded FY 2017 EMPG Sub-Grant will be made for the Second Quarter after April 15, 2017 upon receipt of the quarterly request letter and when terms of the agreement have been met and affirmed by the Oklahoma Department of Emergency Management Regional Coordinator.
3. Payment in the amount of 25% of the awarded FY 2017 EMPG Sub-Grant will be made for the Third Quarter after July 15, 2017 upon receipt of the quarterly request letter and when terms of the agreement have been met and affirmed by the Oklahoma Department of Emergency Management Regional Coordinator.
4. Final payment in the amount of 25% of the awarded FY 2017 EMPG Sub-Grant will be made for the fourth quarter after October 15, 2017, upon receipt of the quarterly request letter and terms of the agreement have been met and affirmed by the Oklahoma Department of Emergency Management Regional Coordinator.

Article 6. Amendments

Any alterations or deviations to this agreement shall be executed only upon written agreement of both parties, and if there is a change to the agreement award for such alteration or deviation, it shall be noted.

Article 7. Waiver of Scope of Work Line Items

During the performance period of the Sub-Grant, only one (1) waiver relieving the jurisdiction from having to complete a basic scope of work line item (Article 1 Scope of Work 1-10) may be approved. In no case will a Sub-Grant recipient be permitted to request a waiver for the same scope of work line item in two consecutive years (Reference Article 8).

Article 8. Award Reduction

If the Political Subdivision fails to complete or adhere to the performance based Sub-Grant requirements, the award amount is subject to a reduction.

Article 9. Suspension of Sub-Grant/Debarment from Future Awards

If the Political Subdivision fails to complete the agreed scope of work they may be barred from participation in the sub-grant program for the following Federal Fiscal Year.

Article 10. Termination

This agreement may be cancelled by either party by providing 15 days' notice in writing to the other party.

Article 11. Audit Clause

In accepting this agreement, the Political Subdivision agrees to this audit clause which provides that books, records, documents, accounting procedures, practices, or any other items of the Political Subdivision relevant to the agreement are subject to examination by the Federal Emergency Management Agency, the Oklahoma Department of Emergency Management, the State of Oklahoma and the State Auditor and Inspector.

Article 12. Non-Collusion

In accepting this agreement, the Political Subdivision acknowledges that they have not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this agreement.

Article 13. National Environmental Policy Act (NEPA)

The recipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environment Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

Recipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. The Screening Form is available at:

(www.fema.gov/doc/government/grant/bulletins/infor329_final_screening_memo.doc). For these

types of projects, grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to Oklahoma Department of Emergency Management. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

Article 14. Trafficking in Persons

A. Provisions applicable to a recipient.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - a. Engage in sever forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect;
or
 - c. Use forced labor in the performance of the award or subawards under the award.
2. We, as the State awarding agency, may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - a. Is determined to have violated a prohibition in paragraph A.1 of this award term;
or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either;
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide

Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR Part 3000.

B. Provisions applicable to a recipient other than a private entity. We as the State awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR part 3000.

C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act 2000 (TVPA), as amended (22 U.S.C. 7104(g), and
 - b. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. “Employee” means either:
 - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provisions, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity” means:
 - a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
 - b. Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
4. “Severe forms of trafficking in person,” “commercial sex act,” and “coercion” have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Article 15. General Provisions

1. All work shall be completed in a professional manner and in compliance with all applicable laws.
2. To the extent required by law, individuals duly licensed and authorized by law to do so shall perform all work.
3. The Political Subdivision warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the Political Subdivision or its employees or agents.
4. The Political Subdivision agrees that neither it nor its employees or agents are covered under insurance paid for by the State of Oklahoma, and are not authorized to obligate the State of Oklahoma, its employees or agents.
5. The Oklahoma Department of Emergency Management shall provide to the Political Subdivision technical assistance in fulfilling this contractual agreement to the extent resources are available.
6. The Standard Assurances for Federal Funds submitted by the Political Subdivision, as part of their application package, are hereby referenced and incorporated into this agreement.

FY 2017 Emergency Management Program Grant

Required Documentation

As proof of compliance with Federal regulations, the following documents must be submitted to the Oklahoma Department of Emergency Management.

Please read and/or complete the following provided documents:

1. FEMA Form 20-16, Summary Sheet for Assurances and Certifications
2. FEMA Form 20-16A, Assurances Non-Construction Programs
3. FEMA Form 20-16C, Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
4. Disclosure of Lobbying Activities

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FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

FOR
 FY 2017

CA FOR (Name of Applicant)

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the application for Federal assistance.

An applicant must check each item that they are certifying to:

- Part I FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part III SF LLL, Disclosure of Lobbying Activities (If applicable)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurance and certifications.

Gregory Fisher

Emergency Management Director

Typed Name of Authorized Representative

Title



10/17/16

Signature of Authorized Representative

Date

PLEASE NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

"Public reporting burden for this form is estimated to average 1.7 hours per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, retain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the form, including suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0206). You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Please do not send your completed form to the above address.

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FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Furthermore, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using your positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-d-3 and 290-ee-3), as relating to nondiscrimination on the basis of drug abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P/L/ 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance of the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals and other non-profit organizations.

FEDERAL EMERGENCY MANAGEMENT AGENCY
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s)) and that all subrecipients shall certify and disclose accordingly.

Standard Form LLL, "Disclosure of Lobbying Activities" attached. (This form must be attached to certification if non-appropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgement rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

City of Sand Springs, Oklahoma

100 E. Broadway St.

Sand Springs, OK 74063

Check here if there are workplaces on file that are not identified here. Section 17.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

<p>1. Type of Federal Action: a. contract B. Grant b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award A. bid/offer/application</p>	<p>3. Report Type: A. initial filing a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity: Subawardee Prime Subawardee Tier, if known: Congressional District, if known: 1</p>		
<p>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime Oklahoma Department of Emergency Management P.O. Box 53365 Oklahoma City, OK 73152-3365 Congressional District, if known: 5</p>		
<p>6. Federal Department/Agency:</p>		
<p>7. Federal Program Name/Description:</p>		
<p>8. Federal Action Number, if known:</p>		
<p>9. Award Amount, if known: \$ 20,000 CFDA Number, if applicable: 83.552</p>		
<p>10a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI)</p>		
<p>10b. Individuals Performing Services (last name, first name, MI, and address if different from No. 10a)</p>		
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Signature: </p> <p>Print Name: Gregory Fisher</p> <p>Title: Emergency Management Director</p> <p>Telephone No: 918-246-2500 X2537 Date: 10/17/16</p>		
<p>Federal Use Only:</p>		

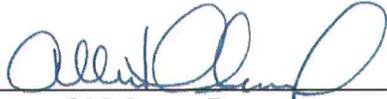
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FY 2017 Emergency Management Program Grant Signature Page

Approved by the Oklahoma Department of Emergency Management

this 12th day of October, 2016:

Name



Director, Oklahoma Department of Emergency Management

I certify the The City of Sand Springs is budgeting \$20,000.00 (The aforementioned amount must be equal to or exceed the grant dollar amount you are receiving) to match this EMPG Sub-Grant of 20,000.00 dollars. The Political Subdivision matching dollars cannot be federal dollars, dollars from another grant or budgeted dollars used to match any other grant.

Approved by the Governing body of the The City of Sand Springs, Oklahoma

this _____ day of _____, 2017:

Name

Chief Elected Official



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: October 24, 2016**

SUBJECT:

ACCEPTANCE OF GIFT- SAND SPRINGS PARK FREINDS, Inc.

STAFF RECOMMENDATION:

Acceptance

BACKGROUND AND HISTORY:

Through a Title Sponsorship Agreement with the Sand Springs Rotary Club, Council has authorized staff to coordinate a gift through Sand Springs Park Friends, Inc (SSPF) for approximately \$70,000 for sponsoring a large splash pad project.

The project is complete, and the local Rotary Club has fulfilled it's obligation to Sand Springs Park Friends, Inc. It should be noted that nearly \$10,000 has been invested by SSPF for signage and other Rotary promotional materials at the site. This exceeded our original budget, but wanted to go out of our way to ensure this club was properly recognized for their support of this project. Feedback from them has been positive.

The balance then, of \$20,090.00 is presented here to the City via check to complete this transaction.

BUDGETARY IMPACT:

COMPILED BY: Gerondale

PRESENTED BY: Gerondale

ATTACHMENTS:

Sand Springs Park Friends, Inc. meeting minutes, October 3, 2016

**MINUTES
SAND SPRINGS PARK FRIENDS, INC.**

**October 3, 2016
Case Community Center
1050 W. Wekiwa Rd. - Sand Springs, OK
Parks Conference Room
Immediately following the Park Board Meeting**

- **CALL TO ORDER –**
The meeting was called to order at 8:43 pm
- **ROLL CALL –**
Cathy Burdge, here Phil Nollan, here Daniel Comer, here
- **MINUTES (August 1, 2016) –**
Cathy Burdge made the motion to approve the Minutes, as presented. Phil Nollan seconded the motion. Motion carried 3-0-0
- **ACCEPTANCE OF \$12,000.00 GIFT FROM CYNTHIA PHILLIPS**
Cathy Burdge made the motion to accept Cynthia Phillips' gift of \$12,000.00. Daniel Comer seconded the motion. Motion carried 3-0-0
- **ACCEPTANCE OF \$205.76 GIFT FROM TROOP 507 BSA**
Cathy Burdge made the motion to accept Jacoby Rampy's gift of \$205.76. Phil Nollan seconded the motion. Motion carried 3-0-0
- **PAYMENT TO CITY OF SAND SPRINGS FOR ROTARY SUPERSPLASH PROJECT**
Phil Nollan made the motion to approve payment of \$20,090.00 to City of Sand Springs for the Rotary Supersplash project as part of an existing Title Sponsorship Agreement. Cathy Burdge seconded the motion. Motion carried 3-0-0
- **FINANCIAL UPDATE (Sand Springs Park Friends)**
Information only – no action taken
- **ADJOURNMENT**
Meeting was adjourned at 8:53 pm

GG/es
pf-minutes



Agenda item # **C5K**

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

MEETING DATE: October 24, 2016

SUBJECT:

AMENDMENT TO CAPITAL IMPROVEMENTS AGREEMENT (Sand Springs River City Park and Expressway Corridor Project)

STAFF RECOMMENDATION:

Approval of the Amendment modifying the amounts subject to the contract.

BACKGROUND AND HISTORY:

The County has submitted a routine amendment to our vision funds contract for the improvements for Case Community Park and the Keystone Corridor improvements. The County has approved the contract and the changes are consistent with the improvements that are planned.

BUDGETARY IMPACT:

None.

COMPILED BY: City Attorney

APPROVED BY: City Manager

ATTACHMENTS:

Amendment to Agreement

**AMENDMENT TO CAPITAL IMPROVEMENTS AGREEMENT
(Sand Springs River City Park and Expressway Corridor Project)**

THIS AMENDMENT TO CAPITAL IMPROVEMENTS AGREEMENT (this "Amendment") is entered into as of _____, 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA (the "Board") and the CITY OF SAND SPRINGS, OKLAHOMA, a municipal corporation (the "Contracting Party").

WITNESSETH:

WHEREAS, the Board and the Contracting Party have heretofore entered into that certain Capital Improvements Agreement (the "Agreement"), dated March 14, 2016; and

WHEREAS, the Board and the Contracting Party now desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the premises, the Board and the Contracting Party hereby agree as follows:

1. The words and terms not expressly defined herein and used herein with initial capitalization where rules of grammar do not otherwise require capitalization shall have the meanings set forth in the Agreement.

2. Section 1.29 of the Agreement is hereby amended and restated in its entirety as follows:

"1.29. "Maximum Amount of Advances" means \$2,511,019.00."

4. Section 18 of the Agreement is hereby amended by deleting from the seventh line thereof "(2.20%)" and inserting thereat "(5.52%)."

5. The Board and the Contracting Party acknowledge and agree that the Agreement, as amended hereby, is in full force and effect and is hereby ratified and confirmed.

6. This Amendment may be executed in as many counterparts as may be required and all counterparts shall collectively constitute a single instrument. An executed copy of this Amendment delivered by facsimile shall have the effect of an original executed instrument.

EXECUTED as of the date first set out above.

“Contracting Party”

CITY OF SAND SPRINGS, OKLAHOMA

Date: _____

By _____

Name _____

Title _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

“Board”

**BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY**

By _____

Name _____ Karen Keith

Title _____ Chairman



CITY OF SAND SPRINGS

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

CITY OF SAND SPRINGS
COUNCIL/AUTHORITY STAFF REPORT
MEETING DATE: October 24, 2016

SUBJECT:

**WASTEWATER TREATMENT PLANT IMPROVEMENTS
COSS PROJECT NO. S-1202, BID NO. 1012
CHANGE ORDER NO. 6 &
CERTIFICATE OF SUBSTANTIAL COMPLETION (BAR SCREENS)**

STAFF RECOMMENDATION:

1. Approval of Change Order No. 6 to the Agreement with Walters-Morgan Construction, Inc. for an increase in the amount of \$19,463.41 and an increase in the contract time of 24 calendar days; and, authorization for the Mayor to execute the Change Order.
2. Approval of the Certificate of Substantial Completion pertaining to the Headwork Screens SC 201 & SC 202 and associated Screen Compactors for the Wastewater Treatment Plant Improvements project, Bid No. 1012; and, authorization for the Mayor to execute the Certificate.

BACKGROUND AND HISTORY:

On September 22, 2014 the Sand Springs City Council awarded Bid No. 1012 in the amount of \$14,687,400.00 to Walters-Morgan Construction, Inc. for construction of the Wastewater Treatment Plant Improvements project. Since that time, Council has approved five Change Orders for a net increase in the Contract Price of \$282,199.57 and an increase in the Contract Time of 79.5 calendar days.

This Change Order No. 6 has been prepared in consideration of three additional items affecting the Contract Amount and Time. A description of all items are as follows:

Item 1 – Remove Metal Skin from Existing Digesters, Regrade Area, and Pressure Wash the Exposed Structure (see Attachment A)

Upon completion and commissioning of the new aerobic digester being constructed under this project, the contract plans and specifications provide for significant rehabilitation of the City's two existing digesters. Part of this rehabilitation includes the permanent removal of the roof structure over the digesters.

As the Contractor has made preparations for this work, it has been noted that the scheduled roof removal will leave the top of the existing metal skin and underlying insulation surrounding the units exposed to weather intrusion. Rather than attempting to cap or seal this area, the Engineer, Contractor, and City Staff have met and come to an alternate recommendation which will be beneficial to the City.

At some time in the past, the digestion process in use at the plant required the sludge contents to maintain an elevated temperature in order for the process to work. In an effort to retain heat within the units, soil was mounded up around much of the structure with the metal skin and insulation system being carried from the top of the mounded soil up to the roof covering the structure.

As the current digestion process does not require the same maintenance of elevated temperatures, the Contractor has been asked to prepare the attached Change Proposal No. 26R1 to remove the metal skin, underlying supports, and anchors flush with the concrete wall. Furthermore, as the soil mounded up around the digesters is no longer needed for insulation purposes and is currently difficult to mow, the Contractor has been asked to include in his proposal the regrading of this area to a much gentler slope which will be easier and safer for our City personnel to maintain. A high pressure water wash of the newly exposed concrete wall will be included in the Contractor's work.

Item 2 – Provide and Install 8” Line to Redirect Headworks Trench Drain to the New Storm Water System (see Attachment B)

The addition of paving and regrading of the site that has occurred south and west of the plant's Headworks Building as part of this project has resulted in a significant increase in the amount of storm water that is directed toward the existing trench drain in front of the doors on the west side of the building. Plant Staff has reported significant ponding of water in this area during heavy rains since this construction has occurred.

It has been noted, that water reaching this trench drain is currently directed into the plant's recycle flow stream for treatment by the plant. As it is unnecessary and undesirable to be introducing these flows into the sanitary sewer system, the Contractor has been requested to prepare the attached Change Proposal No. 27R1 to provide one manhole and an approximate 40 linear feet of 8” ductile iron storm drain to redirect the existing trench drain into the storm water collection system and incidental work to isolate it from the sanitary sewer treatment process.

Item 3 – Provide and Install Handrail on the West Side of Existing Digester Roof Deck (see Attachment C)

As the roof is removed during the scheduled rehabilitation of the existing digesters, a new air bridge will be constructed over each digester. This construction will include hand rail to protect personnel from stumbling into the open cells. Access to the air bridges will be from the roof of the existing building constructed between the two digesters. The existing roof deck currently has a hand rail constructed across the eastern edge of the roof; however, no handrail is currently in place on the west edge. The Contractor has prepared the attached Change Proposal No. 28 to provide an additional 44 lineal feet of hand rail and install it along the western edge of the roof as additional fall protection.

Additionally, as the project progresses, it becomes necessary to put certain pieces of equipment into service ahead of full acceptance of the project in order to the next phase of construction may begin. As portions of this work pass inspections and the Contractor fulfills his obligations regarding the submittal of O&M Manuals, etc., the Engineer will issue a Substantial Completion Certificate. The first of these Substantial Completion Certificates has been submitted for acceptance by Council.

EXECUTIVE SUMMARY:

Tetra Tech has prepared the attached Change Order No. 6 to reflect an increase in the amount of \$19,463.41 and an increase in the contract time of 24.0 calendar days.

In addition, Tetra Tech has also prepared the attached Substantial Completion Certificate pertaining to the Headwork Screens SC 201 & SC 202 and associated Screen Compactors.

Although the Agreement is written between the City of Sand Springs and Walters-Morgan Construction, Inc., staff is presenting this Item for concurrence by the Municipal Authority because bond revenues are being used to fund this project.

This Item was reviewed with the Public Works Advisory Committee at their October 18, 2016 meeting.

BUDGETARY IMPACT:

Funding for this Change Order is available within the existing project budget balance.

COMPILED BY: Cody D. Blair
Assistant City Engineer

PRESENTED BY: Cody D. Blair
Assistant City Engineer

Attachments:

- Change Order No. 6 (3 pages)*
- Attachment A (3 pages)*
- Attachment B (7 pages)*
- Attachment C (5 pages)*
- Substantial Completion Certificate (2 pages)*

CHANGE ORDER

CHANGE ORDER NO: 6
DATE: 10/24/16
AGREEMENT DATE: 10/27/2014

NAME OF PROJECT: WASTEWATER TREATMENT PLANT IMPROVEMENTS
(BID 1012)

OWNER: CITY OF SAND SPRINGS, OKLAHOMA

CONTRACTOR: WALTERS MORGAN CONSTRUCTION, INC.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: **See Attachments A, B and C**

Original CONTRACT PRICE: \$14,687,400.00

Previous CHANGE ORDERS: \$ 282,199.57

Current CONTRACT PRICE adjusted by previous CHANGE ORDER
\$14, 969,599.57.

The CONTRACT PRICE due to this CHANGE ORDER will be **increased** by
\$19,463.41.

The new CONTRACT PRICE including this CHANGE ORDER will be
\$14,989,062.98.

Change to CONTRACT TIME:

The CONTRACT TIME will be **increased** by 24 calendar days.

Therefore, the date for completion of all work will be March 15, 2017.

Approval Required:

OWNER:	_____	Date
CONTRACTOR:		10-19-16 Date
ENGINEER:		10-19-16 Date

Wastewater treatment Plant Improvements (Bid No. 1012)
JUSTIFICATION FOR CHANGE

1. Is proposed change an alternate bid? / /Yes / X /No
2. Will proposed change alter the physical / /Yes / X /No
 Size of the project?
 If "Yes", explain.
3. Has consent of surety been obtained? / X /Yes / /No
4. Will this change affect expiration / X /Yes / /No
 Or extent of insurance coverage?
 If "Yes", will the policies be extended? Yes
5. Effect on operation and maintenance (O&M) costs:
 The proposed changes will not significantly impact the overall operation
 and maintenance costs for the project.
6. Necessity for change:
 See next page and the attachments.

ITEM NO.	BID ITEM NO.	DESCRIPTION OF CHANGES - Quantities, units, unit prices, change in completion schedule, etc.	DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
1	-	Change Proposal No 26 R1 Contract Time: Increase of 14 Calendar days See Attachment A		\$8,534.51
2	-	Change Proposal No. 27 R1 Contract Time: Increase of 7 Calendar days See Attachment B		\$7,017.54
3	-	Change Proposal No 28 Contract Time: Increase of 3 Calendar days See Attachment C		\$3,911.36
		Change in Contract price due to this Change Order		\$19,463.41
		Total decrease	None	
		Total increase		\$19,463.41
		Net increase in Contract price		\$19,463.41

CHANGE PROPOSAL NO. 26R1

WALTERS-MORGAN CONSTRUCTION, INC.
WASTEWATER TREATMENT PLANT IMPROVEMENTS
SAND SPRINGS WASTEWATER TREATMENT PLANT IMP.

ENGINEER # 131-11387-13001
OWNER # 1012

JOB NO. 214-10
DATE 26-Sep-16

Remove sheet metal and sub-frame support from Digester 401 & 402 and associated work per Tetra Tech email dated 9-23-16. Also provide changed grades and additional sod around Digester 401 & 402 per the same email. Any excess excavation not used on site or requested for Owners use will be disposed of by the contractor. If decision is made to haul this additional excess dirt off site, WMCI may send subsequent change for removal of dirt from site. (Approx 390 CY). We will seed all areas around Digesters except West side in between Digesters and Drying Beds of which we will sod that area to eliminate erosion concerns.

Item Description	Qty	Unit	Labor Unit \$	Labor Total	Mat Unit \$	Mat Total	Sub Unit \$	Sub Total	Equip Unit \$	Equip Total	Total
Remove Panels/Supports/Anchors/Clean wall. 3 men 8 days	192.00	Mhrs	17.00	3264.00	0.00	0.00	0.00	0.00	0.00	0.00	3264.00
Grinding Wheels/Cutoff Blades	1.00	ls	0.00	0.00	200.00	200.00	0.00	0.00	0.00	0.00	200.00
Dumpster - Landfill Fees	1.00	ls	0.00	0.00	600.00	600.00	0.00	0.00	0.00	0.00	600.00
Revised Dirtwork- 2 men 1 day	16.00	Mhrs	25.00	400.00	0.00	0.00	0.00	0.00	60.00	960.00	1360.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Direct Cost Subtotals				\$3,664.00		\$800.00		\$0.00		\$960.00	\$5,424.00
Employee Taxes, Insurance and Benefits (41%)				\$1,502.24							\$1,502.24
SUBTOTAL with PT&I											\$6,926.24
Contractors Fee on Sub (5%)											\$0.00
Contractor's Fee on L&M (15%)											\$1,038.94
TOTAL FOR THE WORK											\$7,965.18
Jobsite G&A Expense (7%)											\$484.84
SUBTOTAL W/O BOND											\$8,450.01
Bond Premium (1%)											\$84.50
CHANGE TOTAL WITH BOND											\$8,534.51
ADDITIONAL TIME REQUESTED:											
											Fourteen (14) Calendar Days - (10 work days)

Sundaramoorthy, Srin

From: Sundaramoorthy, Srin
Sent: Friday, September 23, 2016 7:31 AM
To: Jim Perkins
Cc: Wells, Ron; Krueger, Tom; Ballard, Bryan; 'Cody Blair'
Subject: Proposal request for grading modification around AD410 and AD402
Attachments: CS06-site grading and paving plan_REV Tt (2).pdf

Jim, we need a price proposal to prepare the work directive change for City consideration and approval. This work pertains to the grading modification around AD401 and AD402. The scope of work is summarized as follows:

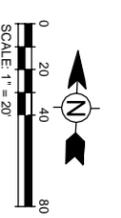
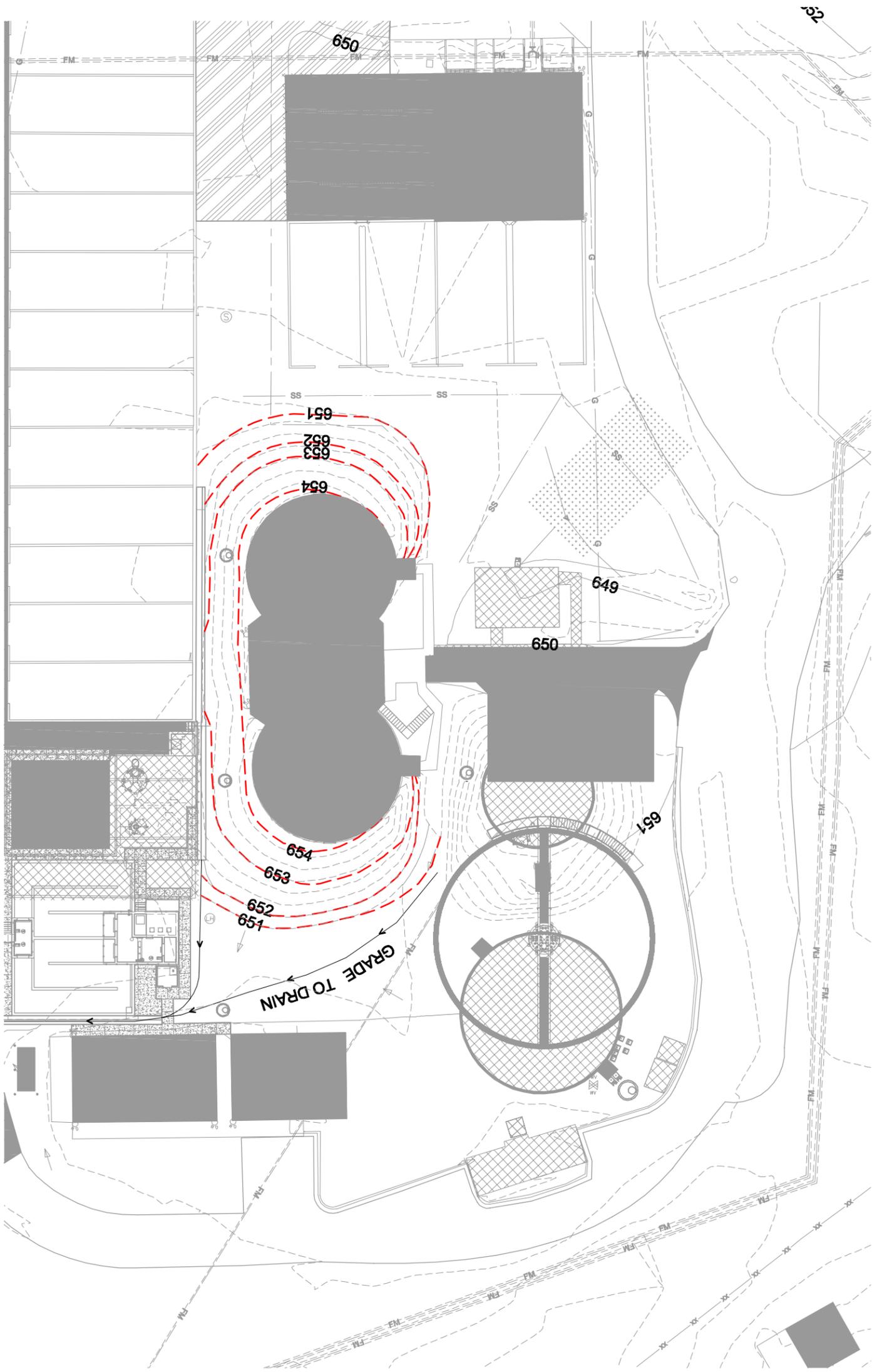
1. Remove the metal skins completely from both digesters including the support brackets and anchors. Cut off anchors/bolts flush with concrete wall.
2. High pressure water wash the exposed structure (both AD401 and AD402)
3. Regrade the area around AD401 and AD402 as shown on the attached grading plan. The intent is to regrade the area to provide about 10:1 slope or better.
4. Sodding: Contract documents already require sodding for all disturbed areas and the area behind the concrete swale. Include any additional sodding to cover this additional affected area only.

After item 2, Tt and City will inspect the surfaces to see what additional work is needed and will be covered in future work, if needed.

Thanks,

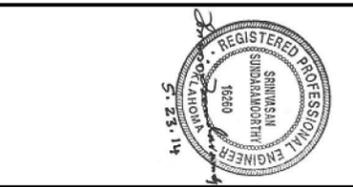
Srin Sundaramoorthy, P.E. |Senior Project Manager
Tetra Tech, Inc.
7645 E. 63rd Street, Suite 301
Tulsa, OK 74133
Direct: 918.249.3925 | Main: 918.249.3909

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- LEGEND**
- PROPOSED ASPHALT PAVING AREA (A)
 - PROPOSED ASPHALT PAVING AREA (B)
 - PROPOSED STRUCTURE
 - EXISTING STRUCTURE
 - DEMOLISH STRUCTURE (SEE DEMOLITION PLANS)

MARK	DATE	DESCRIPTION	BY
	05.23.14		SS



TETRA TECH
www.tetrattech.com
7645 E. 63rd Street, Suite 301
Tulsa OK 74133
Phone: 918.249.3909 Fax: 918.249.3930

CITY OF SAND SPRINGS
WASTEWATER TREATMENT PLANT
IMPROVEMENTS
**SITE GRADING
AND PAVING PLAN**

Project No.: 131-1387-13001
Designed By: TK
Drawn By: TK
Checked By: TK

CS11
Sheet 27 OF 173
Bar Measures 1 inch

CHANGE PROPOSAL NO. 27R1

WALTERS-MORGAN CONSTRUCTION, INC.
WASTEWATER TREATMENT PLANT IMPROVEMENTS
SAND SPRINGS WASTEWATER TREATMENT PLANT IMP.

ENGINEER # 131-11387-13001
OWNER # 1012

JOB NO. 214-10
DATE 11-Oct-16

Provide and install Manhole & 8" DIP drain that ties into trench drain on West Side of Headworks per Tetra Tech email dated 10-10-16. Demo, haul off and replace asphalt and concrete surfaces. Cast base for doghouse manhole. Demo and grout penetration into existing trench drain. Cost for asphalt patch is omitted and we will address when installing other asphalt on project. \$ will be cheaper if timing works out for install when installing asphalt at AD shelter vs. if have to make special trip for patch.

Item Description	Qty	Unit	Labor Unit \$	Labor Total	Mat Unit \$	Mat Total	Sub Unit \$	Sub Total	Equip Unit \$	Equip Total	Total
Provide, Excavate, Install Base, & B-Fill MH	1.00	ea	850.00	850.00	1075.00	1075.00	0.00	0.00	300.00	300.00	2225.00
Concrete/Rock for CIP Base	1.00	ea	0.00	0.00	150.00	150.00	0.00	0.00	0.00	0.00	150.00
E,L,& Bury 8" DIP Drain	40.00	lf	10.00	400.00	21.00	840.00	0.00	0.00	7.50	300.00	1540.00
Tie into Trench Drain & Grout	1.00	ea	120.00	120.00	50.00	50.00	0.00	0.00	50.00	50.00	220.00
Sawcut & Demo Asphalt & Concrete Paving	1.00	ea	200.00	200.00	100.00	100.00	0.00	0.00	50.00	50.00	350.00
Patch Concrete	1.00	ea	250.00	250.00	300.00	300.00	0.00	0.00	0.00	0.00	550.00
*****Patch Asphalt*****	1.00	ea	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Direct Cost Subtotals \$1,820.00 \$2,515.00 \$0.00 \$700.00 \$5,035.00

Employee Taxes, Insurance and Benefits (41%) \$746.20 \$746.20

SUBTOTAL with PT&I \$5,781.20

Contractors Fee on Sub (5%) \$0.00

Contractor's Fee on L&M (15%) \$762.18

TOTAL FOR THE WORK \$6,543.38

Jobsite G&A Expense (7%) \$404.68

SUBTOTAL W/O BOND \$6,948.06

Bond Premium (1%) \$69.48

CHANGE TOTAL WITH BOND \$7,017.54

ADDITIONAL TIME REQUESTED: Seven (7) Calendar Days - (5 work days)

Quote



Scurlock Industries
of Miami, Inc.
 600 NEWMAN RD. P.O. BOX 257
 NORTH MIAMI, OK 74358
 PH. (918) 542-1884

Order Number: 0012137
 Order Date: 10/11/2016

Customer Number: 04-QUOTE

Sold To:
 MIAMI OK QUOTE

Ship To:
 SAND SPRINGS WWTP
 SAND SPRINGS, OK

Confirm To:

Customer P.O.	Ship VIA	F.O.B.		Terms		
S. SPRINGS WWTP				No Terms		
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
MHTU48-6	EA	1.00	0.00	0.00	1,075.00	1,075.00
48" STORM MANHOLE (0'-6") w/ DOG HOUSE BASE, FLAT TOP, 2230 FRAME AND GRATE NO COATINGS. Whse: 000						

Net Order: 1,075.00
 Less Discount: 0.00
 Freight: 0.00
 Sales Tax: 0.00
Order Total: 1,075.00
 Less Deposit: 0.00
Order Balance: 1,075.00

Scurlock Industries

Accepted By

This quote: good for 60 days; based on entire order.

1
 P.O. BOX 1500
 800 W. JOHNSON
 JONESBORO, AR 72403
 (870) 935-5913

2
 P.O. BOX 1078
 3401 W. COMMERCIAL
 SPRINGFIELD, MO 65801
 (417) 862-5088

3
 P.O. BOX 1082
 3725 S. MCCOLLUM AVE.
 FAYETTEVILLE, AR 72702
 (479) 521-0504

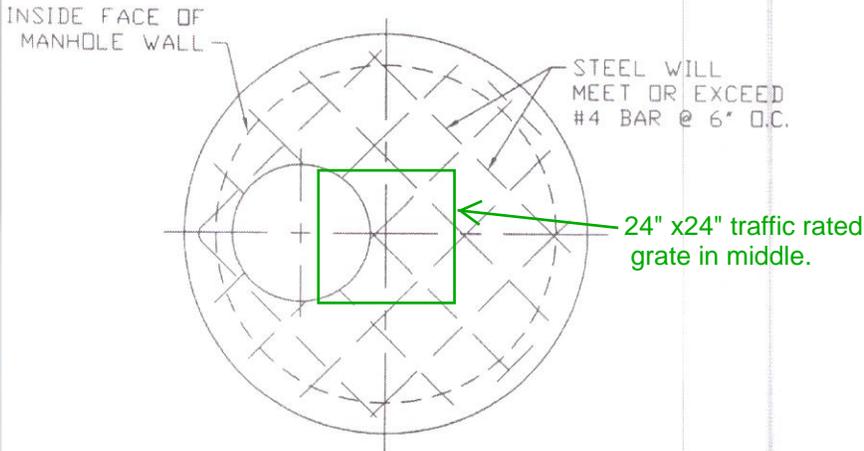
4
 P.O. BOX 257
 600 NEWMAN RD.
 NORTH MIAMI, OK 74358
 (918) 542-1884



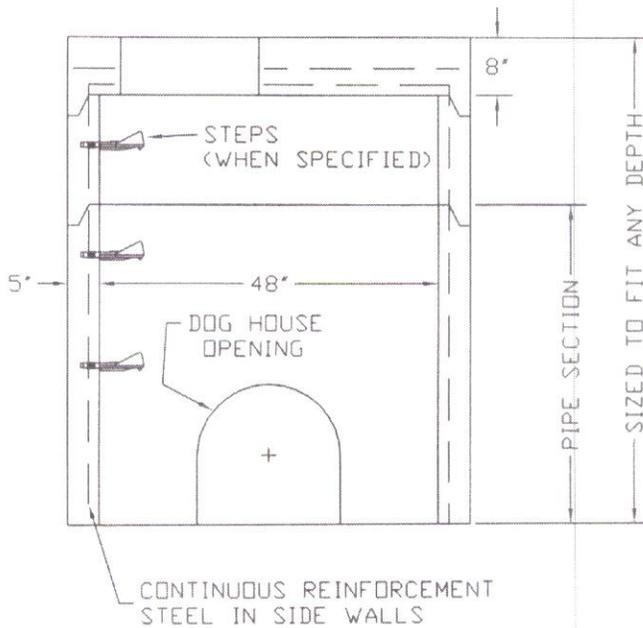
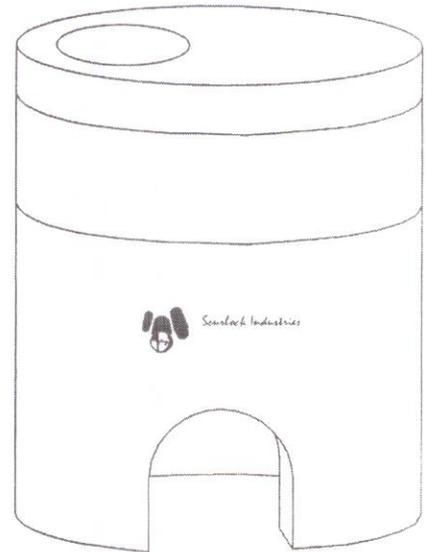
Scurlock Industries

P.O. Box 257, North Miami, OK 74358
(918) 542-1884 Fax: (918)542-5536

4' ID FLAT TOP DOGHOUSE BASE



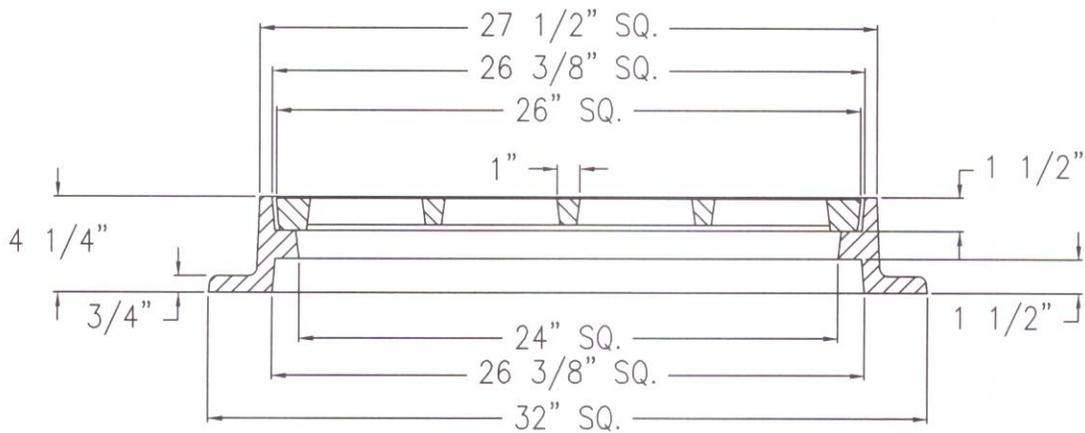
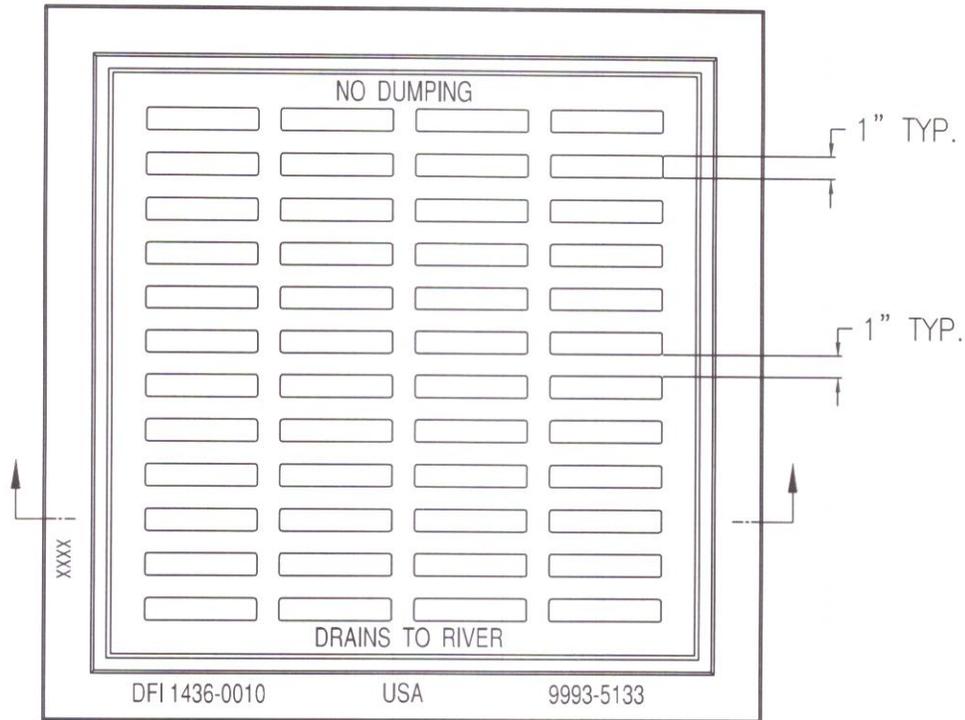
TYPICAL TOP SLAB REINFORCEMENT



APPROVED	
BY: _____	
TITLE: _____	
ENGINEER: _____	
DATE: _____	
COMMENTS	

GENERAL INFORMATION

CONCRETE STRENGTH 4000 PSI @ 28 DAYS
MEETS ASTM C478 STANDARDS
MASTIC OR RUBBER GASKETED JOINTS
TO BE BASED & INVERTED BY OTHERS



NOTE:

1. FRAME IS REVERSIBLE AND CAN BE INSTALLED WITH FLANGE UP OR DOWN.
2. OPEN AREA - 240 SQ. INCHES.
3. MEETS H-20 LOADING REQUIREMENTS.

MATERIAL: CAST GRAY IRON ASTM A-48,
CLASS 35B

FINISH: NO PAINT

WEIGHT: FRAME 180 LBS.
GRATE 142 LBS.

CAD DWG. REF: 2230-05\AYER: ALL\SCALE: .125



Deeter Foundry, Inc.

5945 NORTH 70th STREET
LINCOLN, NEBRASKA 68529

#2230

CATCH BASIN INLET FRAME & GRATE

Date: 06 OCT 94

Drawn by: RON

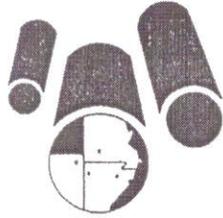
Scale: 1/8

DRAWING NO. 2230-05

Revised by: KRH

Date: 11 NOV 10

~~Existing~~
~~8" DI~~



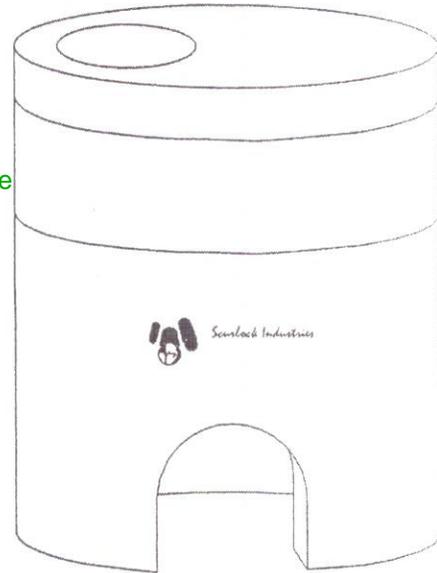
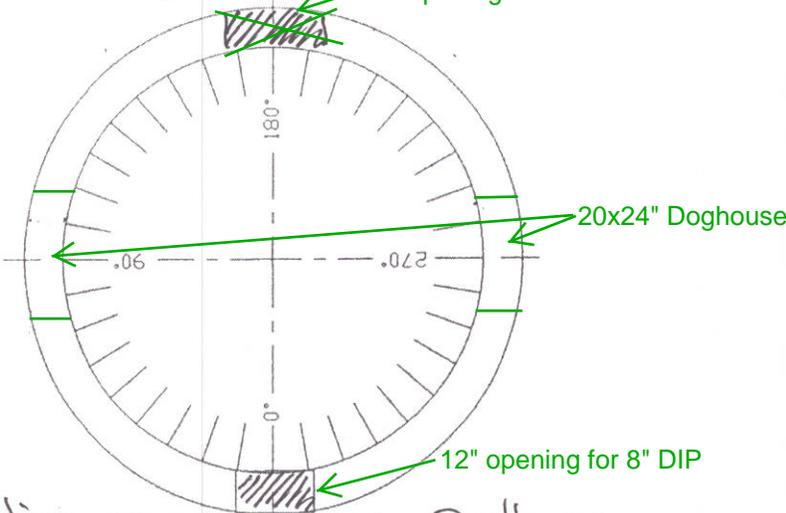
Scurlock Industries

P.O. Box 257, North Miami, OK 74358
(918) 542-1884 Fax: (918)542-5536

4' ID FLAT TOP
DOGHOUSE BASE

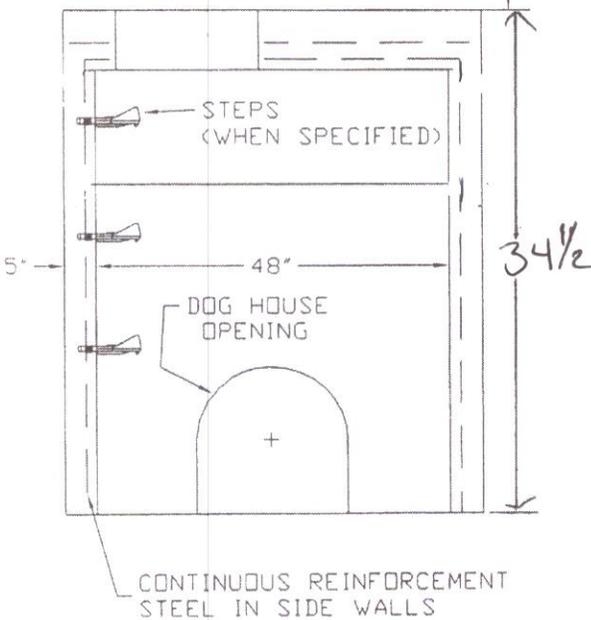
~~10x16~~
~~Doghouse~~

No opening



~~Existing~~ 8" DI

~~10x16~~ Doghouse



Features	Yes	No	Details
Ring and Cover	✓		2230 FdG
Adjustment Ring		✓	
Concentric Cone		✓	
Eccentric Cone		✓	
Flat Top	✓		
Steps		✓	
Coating		✓	
Bottom		✓	
Invert		✓	
Joint Material		✓	
Special/Drop		✓	

Opening	Angle	Type of Pipe	Gasket	Inches Up
A	0	8" PE	10x16 Doghouse	
B	180	8" DI	10x16 Doghouse	
C				
D				
E				

GENERAL INFORMATION

CONCRETE STRENGTH 4000 PSI @ 28 DAYS
MEETS ASTM C478 STANDARDS
MASTIC OR RUBBER GASKETED JOINTS
TO BE BASED & INVERTED BY OTHERS

Sundaramoorthy, Sridi

From: Sundaramoorthy, Sridi
Sent: Monday, October 10, 2016 9:46 AM
To: 'Jim Perkins'
Cc: Wells, Ron; Krueger, Tom
Subject: RE: Sand Springs Digester Handrail
Attachments: Handrail at Digesters.pdf; HW STORM DRAIN Modification.pdf

Yes. Need separate proposals for the following:

1. Handrail on the west side of the building roof located between existing digesters- see attached drawing
2. Storm drain modification at the headwork trench- see attached drawing.

Let me know if you have any questions

Sridi Sundaramoorthy, P.E. |Senior Project Manager
Tetra Tech, Inc.
7645 E. 63rd Street, Suite 301
Tulsa, OK 74133
Direct: 918.249.3925 | Main: 918.249.3909

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From: Jim Perkins [mailto:jperkins@waltersmorgan.com]
Sent: Friday, October 07, 2016 4:07 PM
To: Sundaramoorthy, Sridi <Sridi.Sundaramoorthy@tetrattech.com>
Cc: Jesse Wright <Jwright@waltersmorgan.com>; Wells, Ron <Ron.Wells@tetrattech.com>
Subject: Sand Springs Digester Handrail

Do I need to provide a change proposal for installing handrail on the West Side (where roof is) of Digester 401 & 402?

Jim Perkins
Project Manager & Corporate Secretary
Walters-Morgan Construction, Inc.
2616 Tuttle Creek Blvd.
Manhattan, Kansas 66502
785-539-7513 ext, 110
785-539-6521 FAX
785-564-0776 CELL
jperkins@waltersmorgan.com

CHANGE PROPOSAL NO. 28

WALTERS-MORGAN CONSTRUCTION, INC.
WASTEWATER TREATMENT PLANT IMPROVEMENTS
SAND SPRINGS WASTEWATER TREATMENT PLANT IMP.

ENGINEER # 131-11387-13001
OWNER # 1012

JOB NO. 214-10
DATE 11-Oct-16

Provide and install handrail on West Side of Digester roof deck between Digesters 401 & 402 per Tetra Tech email dated 10-10-16.

Item Description	Qty	Unit	Labor Unit \$	Labor Total	Mat Unit \$	Mat Total	Sub Unit \$	Sub Total	Equip Unit \$	Equip Total	Total
Handrail at Digester 401 & 402	44.00	If	18.20	800.80	42.84	1885.00	0.00	0.00	0.00	0.00	2685.80
small tools/ misc mtl. @ 20% of labor	0.20	ls	0.00	0.00	800.80	160.16	0.00	0.00	0.00	0.00	160.16
	0.00	ls	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Direct Cost Subtotals		\$800.80	\$2,045.16	\$0.00	\$0.00	\$2,845.96
Employee Taxes, Insurance and Benefits (41%)		<u>\$328.33</u>				<u>\$328.33</u>
SUBTOTAL with PT&I						\$3,174.29
Contractors Fee on Sub (5%)						\$0.00
Contractor's Fee on L&M (15%)						\$476.14
TOTAL FOR THE WORK						<u>\$3,650.43</u>
Jobsite G&A Expense (7%)						\$222.20
SUBTOTAL W/O BOND					SUBTOTAL W/O BOND	\$3,872.63
Bond Premium (1%)						\$38.73
CHANGE TOTAL WITH BOND					TOTAL WITH BOND	<u>\$3,911.36</u>
ADDITIONAL TIME REQUESTED:	Three (3) Calendar Days - (2 work days)					

Project Change Order - Detail

Job #14-441 **Sand Springs WWTP Improvements**
Property of Seguin Fabricators, Ltd

Page # 1
10/11/16 15:32:14

(Variation Ref. Equals 05)

Change Order ref.	05	Estimated value	\$1,885.00
Description	Alum. HR at Roof Betw. Digesters	Agreed value	\$0.00
Date created	10/11/16		
Date received	10/11/16		
Internal / External	External		
Status	FOR APPROVAL		
Created by	KAREN		

Customer PO number
Customer ref
Engineer ref
Architect ref

Invoice number
Invoice date
Payment date

Notes 44 LF of 1-1/2" Sch. 40 Alum. 2-Line Standard Riveted Handrail with 1-1/2" Sch. 80 Posts with 11" post stiffener. 1/2" x 6" type 304SS HIT-RE 500-V3 Epoxy Adhesive Anchors included.

If you accept this change order quote, please sign and return to karen@seguinfab.com

Accepted By:

Date:

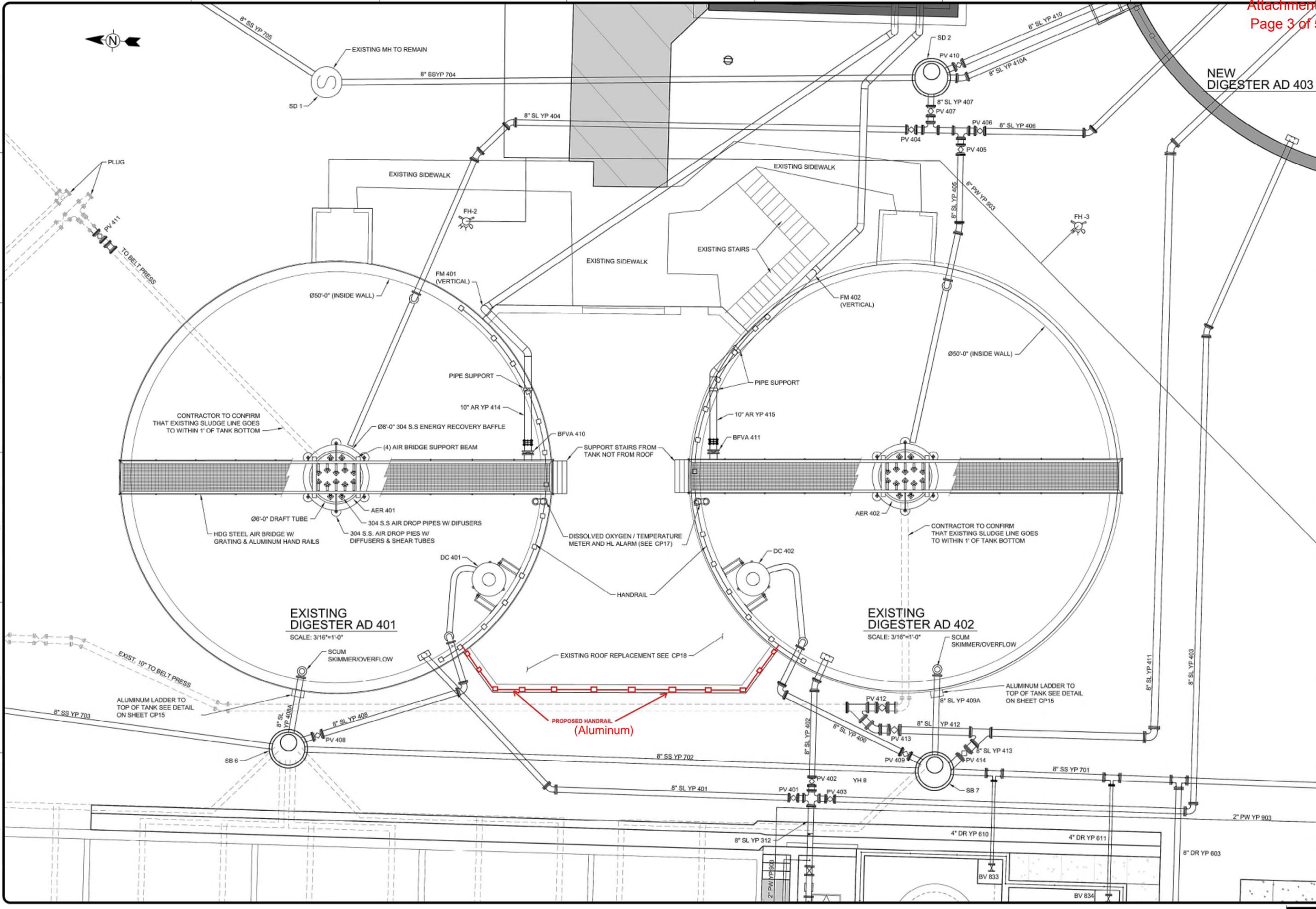


MARK	DATE	DESCRIPTION
SS	05.23.14	REVISIONS

CITY OF SAND SPRINGS
WASTEWATER TREATMENT PLANT
IMPROVEMENTS
**EXIST AD MODIFICATION
PLAN**

Project No.: 131-11387-13001
Designed By: TK
Drawn By: TT
Checked By: TK

CP14
Sheet 58 OF 173
Bar Measures 1 Inch



EXISTING DIGESTER AD 401
SCALE: 3/16"=1'-0"

EXISTING DIGESTER AD 402
SCALE: 3/16"=1'-0"

Sundaramoorthy, Sridi

From: Sundaramoorthy, Sridi
Sent: Monday, October 10, 2016 9:46 AM
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Cc: Wells, Ron; Krueger, Tom
Subject: RE: Sand Springs Digester Handrail
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Sridi Sundaramoorthy, P.E. |Senior Project Manager
Tetra Tech, Inc.
7645 E. 63rd Street, Suite 301
Tulsa, OK 74133
Direct: 918.249.3925 | Main: 918.249.3909

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Jim Perkins
Project Manager & Corporate Secretary
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785-539-6521 FAX
785-564-0776 CELL
jperkins@waltersmorgan.com

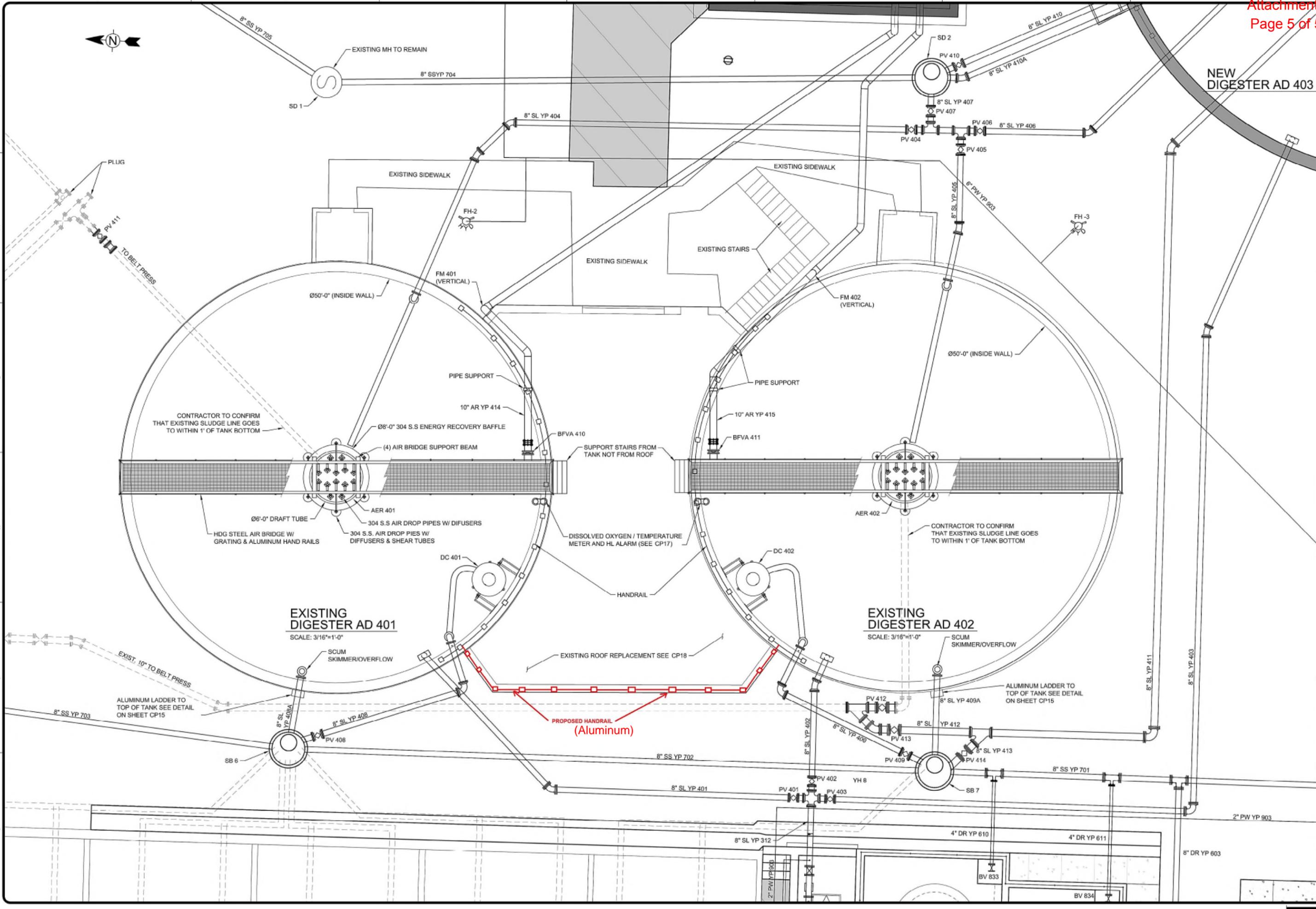


MARK	DATE	DESCRIPTION
SS	05.23.14	REVISIONS

CITY OF SAND SPRINGS
WASTEWATER TREATMENT PLANT
IMPROVEMENTS
**EXIST AD MODIFICATION
PLAN**

Project No.: 131-11387-13001
Designed By: TK
Drawn By: TT
Checked By: TK

CP14
Sheet 58 OF 173
Bar Measures 1 Inch





CERTIFICATE OF SUBSTANTIAL COMPLETION
 WASTEWATER TREATMENT PLANT IMPROVEMENTS
 BID 1012
 CITY OF SAND SPRINGS

OWNER'S Project No. Bid 1012 ENGINEER'S Project No. 131-11387-13001

CONTRACTOR: Walters-Morgan Construction, Inc.

Contractor Job No: 214-10

Contract Date: 10/27/2014

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following parts thereof:

- Headwork Screen SC 201
- Headwork Screen SC202
- Screen Compactors associated with SC201 and SC202
- _____
- _____
- _____
- _____

To: City of Sand Springs, Oklahoma
 OWNER

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and ENGINEER, and Work is hereby declared substantially complete in accordance with the Contract Documents.

SC201: 10/14/2015
 SC202: 12/09/2015

 DATE OF SUBSTANTIAL COMPLETION



CERTIFICATE OF SUBSTANTIAL COMPLETION
(Continued)

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on October 12, 2016

Srini Sundaramoorthy

Tetra Tech, Inc.
ENGINEER

By Srini Sundaramoorthy, P.E., Sr. Project Manager

CONTRACTOR accepts this Certificate of Substantial Completion on October 12, 2016

WALTERS-MORGAN CONSTRUCTION
CONTRACTOR
By [Signature]

OWNER accepts this Certificate of Substantial Completion on _____, 2016

OWNER

By _____

RESOLUTION NO. 17-08

RESOLUTION PROVIDING ESSENTIAL INFORMATION TO THE CITIZENS OF SAND SPRINGS CONCERNING STATE QUESTION 777 (SQ777), THE PROPOSED AMENDMENT TO THE OKLAHOMA CONSTITUTION, WHICH IS ON THE BALLOT FOR A STATEWIDE VOTE ON THE STATE GENERAL ELECTION BALLOT FOR NOVEMBER 8, 2016; INFORMING CITY VOTERS OF THE POTENTIAL EFFECTS OF SQ777 ON THE ABILITY OF THE CITY OF SAND SPRINGS TO REGULATE LAND USE ACTIVITIES AND TO ENACT OTHER ORDINANCES AND REGULATIONS WITHIN THE CITY FOR THE PROTECTION OF THE HEALTH, SAFETY, AND WELFARE OF ITS CITIZENS; AND URGING ALL REGISTERED VOTERS WITHIN SAND SPRINGS, BEFORE CASTING THEIR VOTES ON SQ 777, TO CAREFULLY STUDY AND CONSIDER ALL THE POTENTIAL EFFECTS OF SQ 777 ON THE HEALTH, SAFETY, AND WELFARE OF SAND SPRINGS RESIDENTS

WHEREAS, a core function of the City of Sand Springs, as authorized by Article 43 of Title 11 Oklahoma State Statutes is to regulate land usage and zoning according to community desires and needs, through community-based processes and zoning ordinances, while protecting property rights of all citizens, and planning for the successful growth and development within city limits; and

WHEREAS, the City's authority to enact land use regulations within the City of Sand Springs is critical to the health, safety, and welfare of our community; and

WHEREAS, access to clean, high-quality potable water in appropriate quantities is also of critical importance to City of Sand Springs residents; and

WHEREAS, the preservation of soil and air quality are also valuable to Sand Springs citizens; and

WHEREAS, ensuring these various elements for its residents and businesses is one of the pre- eminent obligations of the City of Sand Springs; and

WHEREAS, providing these local governmental benefits and infrastructure to its residents, and maintaining them, is an on-going and ever-increasing financial burden for the City of Sand Springs; and

WHEREAS, the amendments to the Oklahoma Constitution proposed by SQ 777, would enact special constitutional protections and special constitutional privileges for a specific group of Oklahoma residents and Oklahoma industries (farming and ranching) provided to no other group or industry in the State of Oklahoma, at the expense of all other residents and industries; and

WHEREAS, if approved by State voters, SQ 777 would take precedence over the land-use ordinances, regulations, and plans of the City of Sand Springs, compromising its ability and statutory obligation to ensure compatibility between land uses and the appropriate development and growth within the City and to further protect the health, safety and welfare of its residents; and

WHEREAS, SQ 777 would seriously compromise the City's ability to provide an ample and safe water supply to its residents at reasonable expense; and

WHEREAS, SQ 777 would seriously compromise the ability of the State of Oklahoma, its regulatory agencies, and the City of Sand Springs to take action to manage technology that impacts industrial, farming and ranching operations potentially harmful to its residents; and

WHEREAS, under the provisions of SQ 777, if approved, Sand Springs' efforts to fulfill its responsibility to guarantee access by its citizens to high-quality and ample quantity of water and maintain and provide efficient and appropriate delivery systems could result in extensive and expensive litigation against the City of Sand Springs merely because it is attempting to safeguard the health, safety and welfare of its residents; and

WHEREAS, passage of SQ 777 could also result in increased expenses in providing high- quality and ample water as a result of agricultural runoff, chemical treatment, and animal by-products; and

WHEREAS, SQ 777 would allow special consideration of one industry ('farming') that could set a precedent for allowing similar special considerations for any and all industries and practices in Oklahoma; and

WHEREAS, SQ 777 provides that this special consideration is guaranteed 'forever,' which precludes consideration of any unforeseen practices, treatments, or chemicals, on the obligations and ability of the State of Oklahoma and the City of Sand Springs to provide to their residents an ample quantity of high-quality water at a reasonable rate and manageable expense.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sand Springs that they are critically concerned that State Question 777, the proposed State constitutional amendment, if approved by State voters at the Statewide election on Tuesday, November 8, 2016, could impact vital municipal land use controls and jeopardize the City's ability to meet the essential needs and requirements of its residents and to otherwise promote the health, safety and welfare of all citizens and residents of the City of Sand Springs.

AND BE IT FURTHER RESOLVED by the Council of the City of Sand Springs that they urge all registered voters within Sand Springs, before casting their votes on SQ 777, to carefully study and consider all the potential effects of SQ 777 on the health, safety, and welfare of City of Sand Springs residents.

ADOPTED by the Sand Springs Council on this 24th day of October, 2016.

Mike Burdge, Mayor

ATTEST:

Janice L. Almy, City Clerk

APPROVED AS TO FORM:

David L. Weatherford, City Attorney



CITY OF SAND SPRINGS
COUNCIL/AUTHORITY STAFF REPORT

MEETING DATE: October 24, 2016

SUBJECT:

A RESOLUTION RELATED TO PUBLIC SAFETY FACILITIES, APPROVING THE LOCATION OF A PUBLIC SAFETY FACILITY FOR THE CITY, APPROVING A REAL ESTATE PURCHASE AGREEMENT WITH SHEFFIELD CROSSING, AUTHORIZING ALL ACTIONS NECESSARY TO COMPLETE THE PURCHASE

STAFF RECOMMENDATION:

Staff recommends approval of the attached resolution that (a) determines the location of the public safety facility and (b) authorizes the execution of a real estate contract for the purchase of 10 acres for the public safety facility.

EXECUTIVE SUMMARY:

The proposed resolution is presented to allow the public safety project to move forward. The attached real estate agreement is not final as we are awaiting final approval from Omni, but do not expect any change in any of the key terms. The agreement provides for the purchase of 10 acres at a cost of \$1.00 per foot, as originally agreed with Omni in the development agreement. Approval of the resolution would allow the Mayor and/or City Manager to proceed with the contract so we can acquire the property (I would point out that the draft contract is subject to change and that if there is any substantive change, we will bring the contract back to council for approval; none is expected at this time).

BUDGETARY IMPACT:

The real estate purchase will require the expenditure of bond funds; the project was budgeted for the entire project and no budget amendment is needed.

COMPILED BY: David L. Weatherford, City Attorney

PRESENTED BY: David L. Weatherford, City Attorney

ATTACHMENTS: Resolution No. 17-06 and the draft real estate purchase agreement.

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

RESOLUTION No. 17-06

**A RESOLUTION RELATED TO PUBLIC SAFETY FACILITIES,
APPROVING THE LOCATION OF A PUBLIC SAFETY FACILITY FOR THE
CITY, APPROVING A REAL ESTATE PURCHASE AGREEMENT WITH
SHEFFIELD CROSSING, AUTHORIZING ALL ACTIONS NECESSARY TO
COMPLETE THE PURCHASE**

WHEREAS, the City of Sand Springs entered into a Development Agreement with OmniTRAX on September 12, 2016, said agreement involving the redevelopment of the steel mill area with an anticipated retail usage, providing for road improvements, and providing an option for the City to purchase land for the construction of a new public safety facility at the site;

WHEREAS, since approval of the Development Agreement, the City has selected a design engineer for the Morrow Road project, has continued negotiations with OmniTRAX for the overall project, and has negotiated a real estate contract for 10 acre public safety site;

WHEREAS, the public safety overview committee has reviewed the viability of the proposed site for public safety usage and has considered the options available to the City for the location of a public safety facility, and has recommended the Sheffield Crossing site as the best and most viable location for a new facility;

WHEREAS, the Sand Springs Planning Commission, at a meeting on October 17, 2016, considered and approved a Specific Use Permit related to the construction of a jail at the Sheffield Crossing location; the Planning Commission, after notice to all interested parties and consideration of public comment, found that the Specific Use Permit should be granted and recommended approval of the site for a public safety facility. Additionally, the Planning Commission considered the location pursuant to 11 Okla. Stat. §45-104, and recommended the site as an appropriate location for a public safety facility;

WHEREAS, the Sand Springs Board of Adjustment, at a meeting on October 17, 2016, considered and approved a Special Exception to the Sand Springs Zoning Code, allowing the construction of a public safety facility within an area with industrial zoning;

WHEREAS, approval of the requested action below is in the best interest of the residents of the City of Sand Springs and will allow for the timely and expedient of the described project;

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

1. The Sheffield Crossing location is approved as a location for a new public

safety facility, including police and fire stations, with the City Council specifically finding that design and construction of a facility at that location is in the best interest of the residents of the City of Sand Springs.

2. The Mayor and/or City Manager are authorized to execute a proposed Real Estate contract with Sheffield Crossing, and further authorized to execute all documents necessary to complete the transaction for acquisition of the property

This Resolution is approved in open meeting of the City of Sand Springs, Oklahoma, on the 24th day of October, 2016.

CITY OF SAND SPRINGS, OKLAHOMA

Mike Burdge, Mayor

ATTEST:

Janice L. Almy, City Clerk

Approved as to Form:

David L. Weatherford, City Attorney

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made as of the “**Effective Date**” (defined below), between **SHEFFIELD CROSSING 1, LLC**, a Colorado limited liability company (herein “**Seller**”), and **THE CITY OF SAND SPRINGS, OKLAHOMA** (herein “**Buyer**”).

RECITALS:

A. Buyer desires to purchase from Seller an approximate ten (10) acre tract of real property located to the south of Morrow Road in the City of Sand Springs, Oklahoma, which is described on **Exhibit “A”** attached as a part hereof (the “**Property**”). The Property will be more particularly described by the Survey (defined below).

B. Buyer desires to purchase from Seller a communications tower (“**Tower**”) which is located on real property owned by Seller which abuts the Property (the “**Tower Property**”).

C. Seller is willing to sell and convey the Property and the Tower to Buyer on the terms and conditions hereinafter set forth.

AGREEMENTS:

NOW, THEREFORE, in consideration of the covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Sale Agreement. Seller hereby agrees to sell the Property and Tower to Buyer and Buyer hereby agrees to purchase the Property and Tower from Seller, subject to the terms and conditions of this Agreement.

2. Purchase Price.

2.1. Purchase Price of Property. The purchase price for the Property (the “**Purchase Price**”) shall be the sum of **ONE DOLLAR (\$1.00)** per square foot of the Property as determined by the Survey.

2.2. Purchase Price of Tower. The purchase price for the Tower shall be **ONE DOLLAR ((\$1.00))** payable in full to Seller on the Closing Date, as hereinafter defined.

2.3. Earnest Money Deposit. Upon the full and final execution of this Agreement by both Buyer and Seller and as a condition precedent to the formation of this Agreement, Buyer shall deposit the sum of **TWO THOUSAND DOLLARS (\$2,000.00)** (the “**Earnest Money Deposit**”) with **OKLAHOMA TITLE & ESCROW CORPORATION** (the “**Title Company**”), whose mailing address is 5314 South Yale, Suite 200, Tulsa, Oklahoma, 74135, (918) 494-3966. Except as otherwise set forth herein, the Earnest Money Deposit shall be applied against the Purchase Price of the Property on the Closing Date.

2.4. Cash at Closing. On the Closing Date, Buyer shall pay to Seller the balance of the Purchase Price of the Property with immediately available funds, subject to the prorations and adjustments set forth below, and the Purchase Price of the Tower with immediately available funds.

3. Conditions Precedent to Closing. The following shall constitute conditions precedent to Buyer's obligation to purchase the Property and shall be satisfied within the time periods stated, unless waived or deferred in writing by Buyer.

3.1. Survey. *Within forty five (45) days of the Effective Date of this Agreement (Defined Below)*, Buyer shall, at its sole cost and expense obtain a current survey of the Property (the "**Survey**") prepared by a surveyor acceptable to Buyer. The Survey shall be prepared in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys. Without limiting the foregoing, the Survey shall (i) show the location of all Improvements on Property (including, without limitation, buildings, signs, sidewalks, fences, parking areas, parking spaces and visible utility lines) and the exterior horizontal dimensions of all buildings; (ii) show all building setback lines, if any, easements and rights-of-way over or abutting the Property, both recorded (identified by recording data) and visible evidence of any that may be unrecorded; (iii) show the location of all public streets abutting the Property and any non-abutting streets which provide apparent means of access to the Property and Improvements; (iv) reflect any encroachments of Improvements on the Property on or over adjacent property and any encroachments of improvements on adjacent property on or over the Property; (v) reflect the location of any other matters capable of being shown on a survey and which are shown as exceptions in the Title Commitment, as hereinafter defined; (vi) contain an appropriate metes and bounds legal description of the Property; (vii) show the number of gross square feet contained in the Property; and (viii) contain a certification by the surveyor that is satisfactory to Buyer and the Title Company dated within sixty (60) days of the date of the Effective Date. Such certification shall state, among other things, whether or not the Property is located in a flood prone area or the 100-year flood plain as established by the U.S. Army Corps of Engineers, the National Flood Insurance Administration and/or the appropriate local authority. If the transaction contemplated by this Agreement (the "**Transaction**") fails to close for any reason, in addition to any other rights Seller may have hereunder, Buyer shall deliver to Seller all copies of the Survey, and the Survey and ownership of the Survey shall be retained by the Seller.

3.2. Title Matters.

3.2.1. Abstract of Title. *Within thirty (30) days of the Effective Date of this Agreement*, Seller, at Seller's sole cost and expense, shall deliver or cause to be delivered to Buyer an abstract of title ("**Abstract**") to the Property prepared by a duly licensed abstractor in the State of Oklahoma and certified to within at least thirty (30) days of the Effective Date.

3.2.2. Title Commitment. Within ten (10) days of receipt of the Abstract, Buyer shall make arrangements with the Title Company to have a title commitment (the "**Title Commitment**") issued covering the Property and appurtenances, if any, which binds Chicago Title Insurance Company (the "**Title Insurer**") to issue at Closing an ALTA Owner's Policy of Title Insurance (the "**Title Policy**") in the full amount of the Purchase Price.

3.3. Title Review. *Buyer shall have ten (10) days after the receipt of the Survey and the Title Commitment within which to review all of said items and notify Seller in writing (the "**Objection Notice**") of Buyer's objections (the "**Title Objections**") to any matters contained therein. Any matters to which Buyer does not object shall be deemed to be "**Permitted Exceptions**" to title under this Agreement. Any matters affecting marketability of title to the Property which first arise after the effective time of the Title Commitment and before the Closing, except to the extent arising as the result of Buyer's activities on the Property, shall be deemed Title Objections, unless Buyer otherwise waives the same in writing or closes the Transaction without written objection. Seller agrees to notify Buyer promptly upon Seller becoming aware of any Title Objection coming into existence after the date of the Title Commitment.*

3.4. Cure or Non-cure of Title Objections. *Seller shall have until the Closing Date to cure the Title Objections. Seller shall not be obligated to cure or attempt to cure any Title Objection, other than voluntary mortgage liens filed against the Property, and shall in no event incur any liability to Buyer by reason of any failure or refusal to cure any Title Objection. Seller shall bear the cost of curing any Title Objections. Seller agrees to notify Buyer of any Title Objections which Seller determines it is unwilling or unable to cure. In the event all Title Objections are not cleared by the Closing Date, Buyer's exclusive rights under this Agreement shall be either:*

(i) to waive any such uncured Title Objections, close the Transaction without reduction in the Purchase Price and accept such title as Seller is able to convey; and by such waiver and acceptance Buyer shall be deemed to have waived any and all claims and/or causes of action against Seller for damages or any other remedies for any and all defects in and/or exceptions to the title to the Property; or

(ii) to terminate this Agreement by notifying Seller and the Title Company in writing, in which event the Earnest Money Deposit shall be returned to Buyer; and thereafter Seller and Buyer shall have no further rights or obligations hereunder.

Notwithstanding anything inconsistent or to the contrary contained in this Agreement, if Buyer fails to object to a matter which could constitute a Title Objection or elects, through action or inaction, to waive a Title Objection, such failure or election shall not prohibit Buyer from terminating this Agreement pursuant to its rights under Section 3.5 or Section 3.6 or by reason of any other Title Objection not waived by Buyer which Seller is unable or unwilling to cure.

3.5. Inspection Matters; Due Diligence. At any time during the first sixty (60) days following Effective Date of this Agreement (the "**Inspection Period**"), Buyer and its authorized agents and representatives shall have the right to inspect the Property at its sole cost and expense. Prior to entry on the Property or the Tower Property, Buyer shall secure and maintain for itself and shall cause any person doing any work contemplated by this Section 3.5 to secure and maintain the following policies of insurance, which must include coverage of the activities on the Property and the Tower Property and which must name Seller as an additional insured: (a) comprehensive general public liability and property damage insurance, including direct contractual and contingent liability, in compliance with the Oklahoma Governmental Tort Claims Act for the maximum amount Buyer may have pursuant to the law of the State of Oklahoma and (b) workers' compensation and employer's liability insurance, if and to the extent required under applicable law. Each policy must be issued by an insurance company licensed to write insurance in the State of Oklahoma and with an A.M. Best rating equal or better to A-/VIII, and must provide that it will not be cancelled or terminated without at least thirty (30) days prior written notice to Seller (or ten (10) days in the event of cancellation for non-payment of premiums). Following Closing, such policies shall remain in effect with respect to the Tower Property until such time as the Tower has been disassembled and relocated to the Property pursuant to Section 4 of this Agreement. Buyer shall not enter the Property or Tower Property without first informing Seller (or the representative of Seller who has been authorized by Seller to give access to the Property or Tower Property to Buyer) of the exact nature of the activities which Buyer intends to conduct at the Property or Tower Property, obtaining Seller's consent (which may be given by Seller's said authorized representative, and which will not be unreasonably withheld or delayed, except with respect to any invasive testing, consent to which may be withheld by Seller in its sole discretion), affording Seller's representatives the opportunity to accompany Buyer or Buyer's agent's or representatives at all times while at the Property or Tower Property, and obtaining from the Tenant on the Property or Tower Property its permission to come onto the Property. Seller may, in its good faith judgment, forbid any activity of Buyer that in Seller's opinion might adversely affect the Property or Tower Property, and in any event, Buyer's access to the Tower Property shall be limited to reasonable inspection of the

Tower and such other matters related to the feasibility of disassembling and relocating the Tower. Any such inspections shall be made in such a manner as to minimize interference of Seller's ownership of the Property or Tower Property. Buyer shall be responsible for any and all losses, damages, charges and other costs associated with such inspections and studies. Buyer covenants and agrees to return the Property and Tower Property to the same condition as existed prior to such inspections and studies. Buyer agrees not to allow any liens to arise against the Property or the Tower Property as a result of such inspections and studies and agrees to indemnify and hold Seller harmless from and against any and all claims, charges, actions, costs, suits, damages, injuries, or other liabilities which arise, either directly or indirectly, from Buyers' or its agents' or representatives' entry onto the Property or the Tower Property prior to Closing.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT AND IN ANY DOCUMENTS EXECUTED BY SELLER AND DELIVERED PURSUANT TO THIS AGREEMENT, BUYER SHALL NOT RELY ON ANY STATEMENT, REPRESENTATION OR WARRANTY OF SELLER OR SELLER'S AGENTS OR REPRESENTATIVES, AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN CONNECTION WITH THE VALUE, PHYSICAL OR ENVIRONMENTAL CONDITION, FITNESS, USE OR ZONING OF THE PROPERTY, AVAILABILITY OF UTILITIES, ACCESS TO PUBLIC ROADS, INGRESS OR EGRESS, GOVERNMENTAL APPROVALS OR GOVERNMENTAL REGULATIONS. WITHOUT IN ANY WAY LIMITING THE FOREGOING DISCLAIMER, BUYER ACKNOWLEDGES THE EXISTENCE OF ENVIRONMENTAL PROBLEMS (AS DEFINED IN SECTION 9.14.1 BELOW) ON THE PROPERTY AND THAT THE CURRENT ZONING OF THE PROPERTY MAY NOT ALLOW FOR BUYER'S INTENDED USE OF THE PROPERTY..

Buyer shall make such inspections of the Property and Tower, physical access to public highways, market conditions, laws, ordinances (including zoning ordinances), regulations and any other matters pertaining to the Property or Tower as Buyer deems necessary. During such inspections Buyer shall have the right to conduct tests and studies on the Property to determine the presence of hazardous waste or substances. Buyer shall have the right to terminate this Agreement for any reason whatsoever by sending Seller and the Title Company written notice of such election at any time prior to the expiration of the Inspection Period. Seller is willing to grant Buyer the absolute right to cancel this Agreement during the Inspection Period in consideration of the costs and expenses Buyer will incur in inspecting the Property and Tower.

IF BUYER SHALL NOT SO ELECT TO TERMINATE THIS AGREEMENT THEN, EXCEPT AS SET FORTH BELOW, BUYER SHALL BE DEEMED TO HAVE ASSUMED ANY RISK WITH RESPECT TO NOT BEING ABLE TO OBTAIN ANY ZONING CHANGE OR OTHER GOVERNMENTAL APPROVAL NECESSARY FOR ITS INTENDED USE OF THE PROPERTY AND TO HAVE ELECTED TO ACCEPT THE PROPERTY AND TOWER ON AN "AS IS" BASIS AS OF THE LAST DAY OF THE INSPECTION PERIOD, SUBJECT ONLY TO...

Seller's satisfaction of any Title Objections and Seller's obligations under Section 3.6 below regarding operation and maintenance of the Property pending Closing. Upon expiration of the Inspection Period, Seller's sole obligation with respect to the physical condition of the Property and Tower shall be to deliver possession thereof to Buyer on the Closing Date in substantially the same condition (excluding normal wear and tear and any casualty damage or taking permitted or waived under Section 6 below) as existed on the last day of the Inspection Period.

3.6. Operation and Maintenance Prior to Closing. From the Effective Date of this Agreement until the Closing Date or earlier termination of this Agreement, Seller shall:

(i) Operate, maintain and repair the Property, or cause the Property to be operated, maintained and repaired, diligently and in the ordinary course of business and in the same manner as the Property is being operated, maintained and repaired during the Inspection Period.

(ii) Not, without the prior written consent of Buyer, enter into any written or oral service contracts or other agreements with respect to the Property that will not be fully performed by Seller on or before the Closing Date, or that will not be cancelable by Buyer at any time and without liability, premium or other cost on or after the Closing Date;

(iii) Not enter into, or extend, renew, amend or otherwise modify or supplement any Lease, or accept prepayment of rent under any Lease, without the prior written consent of Buyer, and not accept a surrender of, or release any party's liability under, any Lease without the prior written consent of Buyer;

(iv) Advise Buyer promptly of any litigation, arbitration, condemnation, or administrative (including, without limitation, zoning, variance, code enforcement and regulatory) proceedings before any officer, court, board, governmental body or agency which concerns or affects the Property and of which Seller receives actual notice after the date hereof (e.g., a proposed change in the zoning classification of any property within 300 feet of the Property, the filing of a statutory lien against the Property, a suit filed or threatened by a tenant under a Lease, etc.); and

(v) Not take or omit to take any action that would have the effect of violating any of the representations, warranties, covenants and agreements of Seller contained in this Agreement.

Prior to the end of the Inspection Period, Buyer shall not unreasonably withhold or delay its consent to any matter requiring its consent under this Section 3.6. After the end of the Inspection Period, Buyer may withhold its consent to any such matter in its sole discretion.

4. Covenants as to Tower. Seller warrants to Buyer that it owns the entire interest in the Tower and that the Tower is not subject to any security interest, lien or other encumbrance. Seller is selling the Tower in its "as is, where is" condition, and other than warranty of title Seller is making no warranty, express or implied, including but not limited to warranty of merchantability or fitness for a particular purpose. Seller agrees that the Tower can remain in place without charge for a period of up to one hundred and eighty (180) days (unless extended by the parties) after the Closing Date. Buyer agrees within one hundred and eighty (180) days of the Closing Date, (unless extended by the parties) at its sole cost and expense, to move the Tower onto the Property. Seller will grant to Buyer whatever access to its property Buyer reasonably requires to disassemble the Tower and relocate it to the Property. Buyer covenants and agrees to return the Tower Property to the same condition as existed prior to disassembly and relocation of the Tower. Buyer agrees not to allow any liens to arise against the Property as a result of such disassembly and relocation and agrees to indemnify and hold Seller harmless from and against any and all claims, charges, actions, costs, suits, damages, injuries, or other liabilities which arise, either directly or indirectly, from Buyers' or its agents' or representatives' entry onto the Tower Property for such purposes. The terms and covenants of this Paragraph shall survive the Closing.

5. Closing. The consummation of the Transaction (the "**Closing**") shall be accomplished as follows:

5.1. Closing Place and Date. The Closing shall take place at the offices of the Title Company at a time and date mutually agreeable to the parties within thirty (30) days of the expiration of the Inspection Period. Said date or the date to which the Closing may be adjourned pursuant to this Agreement or by separate agreement of the parties is herein called the “**Closing Date**”.

5.2. Seller’s Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer and/or the Title Company, as applicable, the following, each fully executed, sworn to and acknowledged (where appropriate):

5.2.1. Special Warranty Deed. A Special Warranty Deed (the “**Deed**”) conveying to Buyer the Property, together with any appurtenances and improvements situated thereon, subject to the Permitted Exceptions.

5.2.2. Bill of Sale. A Bill of Sale conveying to Buyer the Tower on an as-is, where-is basis.

5.2.3. FIRPTA Affidavit. An affidavit in form and substance satisfactory to Buyer stating that Seller is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code and implementing regulations.

5.2.4. Proration Amounts. Such payments to Buyer (or credits against the Purchase Price) as may be required to effect the prorations required by this Agreement.

5.2.5. Additional Documents. Such additional documents as may be reasonably requested by Buyer or the Title Company.

5.3. Buyer’s Deliveries. At the Closing, Buyer shall deliver or cause to be delivered to Seller the following, each fully executed, sworn to and acknowledged (where appropriate):

5.3.1. Purchase Price. The Purchase Price, subject to adjustments and prorations as provided in this Agreement, in immediately available United States funds.

5.3.2. Assumption of Environmental Remedy. An Assumption Agreement pursuant to which Buyer assumes responsibility for maintenance of the Remedy (as defined in Section 9.14.1 below) with respect to the Property.

5.3.3. Additional Documents. Such additional documents as may be reasonably requested by Seller or the Title Company.

5.4. Possession. Possession of the Property and the Tower will be given to Buyer on the Closing Date, free from all parties claiming a right to possession or having claims against the Property.

5.5. Prorations. To the extent appropriate, the income and expenses of the Property will be prorated as of the Closing Date and the Purchase Price will be adjusted on the following basis:

5.5.1. Property Taxes. All real and personal property ad valorem taxes assessed against Seller and the Property for the calendar year occurring before the calendar year in which the Closing Date occurs and all prior years thereto, and any matured and unmatured installments of special assessments with respect to the Property, shall be paid by Seller. The real and personal property taxes for the calendar year in which the Closing Date occurs shall be

prorated on a calendar year and per diem basis as of the Closing Date, and Seller agrees to accept as a credit against the Purchase Price the portion attributable to the period prior to the Closing Date. Buyer agrees to pay all real and personal property taxes for the calendar year in which the Closing Date occurs and subsequent years. To the extent the Property is not a separate tax parcel, real and personal property taxes for the calendar year in which the Closing Date occurs shall first be allocated between the Property and the remainder of the tax parcel of which it is a part based on area prior to being prorated on a per square foot basis (land only).

5.5.2. Method of Proration. In the event that the apportionments hereinabove provided for result in a credit balance to the Buyer, such sum shall be applied against the Purchase Price at the Closing. In the event the apportionments hereinabove provided result in a credit balance to the Seller, such credit balance shall be added to the Purchase Price payable at Closing.

5.6. Closing Costs. Seller shall pay the following Closing costs: Seller's attorney's fees, the cost to extend, certify and examine the abstract of title to the Property, the cost to cure any Title Objections which it has agreed to cure, all transfer taxes, including the documentary stamp tax payable in connection with the recording of the Deed, one-half (1/2) of the Closing fee charged by the Title Company. Seller shall pay any and all other costs of Seller that may be specified elsewhere in this Agreement. Buyer shall pay the following Closing costs: Buyer's attorney's fees, the cost of the survey, the cost of the premium of the Title Policy, one-half (1/2) of the Closing fee charged by the Title Company, and the cost to record the Deed. Buyer shall pay any and all other costs of Buyer specified elsewhere in this Agreement. Any Closing costs not specifically allocated above or elsewhere in this Agreement shall be allocated in accordance with usual and customary practice in the locality of the Property; provided, if no usual or customary practice exists, such other costs will be borne equally by the parties.

6. Brokers. Each party (the "**Indemnifying Party**") represents and warrants to the other that it has not dealt with any real estate brokers or other third parties in connection with the sale of the Property. The Indemnifying Party agrees to indemnify and hold the other harmless from and against any claim, loss, liability, damage, fee, cost, or expense, including attorney's fees, arising out of any compensation due or alleged to be due to any broker with whom the Indemnifying Party may have dealt other than Broker. The terms and covenants of this Section shall survive the Closing.

7. Risk of Loss.

7.1. Casualty Loss. In the event of any damage to or destruction of all or any part of the Property, if the cost to repair or rebuild such damage or destruction is Ten Thousand Dollars (\$10,000.00) or less, this Agreement will continue in full force and effect, without any adjustment to the Purchase Price or otherwise as a result of such damage or destruction, and Buyer shall be responsible for any repair or rebuilding. If the cost to repair or rebuild such damage is more than Ten Thousand Dollars (\$10,000.00), Buyer shall have a right to terminate this Agreement by written notice to Seller within seven (7) days after receiving notice of such damage or destruction, in which event, the Earnest Money Deposit shall be returned to Buyer and both parties shall be relieved of any further liability hereunder, except as otherwise expressly set forth herein. If Buyer does not elect to terminate, there shall be no adjustment to the Purchase Price, and Buyer shall be entitled to receive proceeds of insurance, if any, applicable to the damage or destruction.

7.2. Eminent Domain. In the event all or any material (as hereinafter defined) portion of the Property, or any access to the Property, or any material interest in the Property is taken or is threatened to be taken by eminent domain by any governmental authority other than Buyer (whether or not an eminent domain proceeding is actually commenced) prior to Closing, Seller shall immediately notify Buyer in writing (the "**Eminent Domain Notice**") which shall

include a description in reasonable detail of the property or interest therein to be taken and Seller's good faith estimate of the cost to repair or restore any damage to or loss of the Property which would be occasioned by the taking. In such event Buyer may, at its sole election, terminate this Agreement by giving written notice of such election to Seller and the Title Company not later than the earlier of: (i) the last business day prior to scheduled Closing Date; provided, however, in no event shall Buyer be required to give notice of such election sooner than five (5) business days after receipt of the Eminent Domain Notice, and the Closing shall be adjourned, if necessary, to accommodate such period; or (ii) the fifteenth (15th) calendar day after Buyer's receipt of the Eminent Domain Notice. If Buyer so elects to terminate this Agreement, the Earnest Money Deposit shall be returned to Buyer and neither party shall have any further rights or obligations under this Agreement. Buyer's failure to give timely notice to terminate this Agreement as provided above shall be deemed to be an election to proceed to close the Transaction in accordance with the terms of this Agreement. In such latter event, Buyer shall be entitled to participate in the taking proceeding or the negotiations regarding the taking award, and Seller shall assign to Buyer at Closing Seller's right, title and interest in any taking award which remains unpaid to Seller in connection with such taking. Further in such event, Buyer shall receive as a credit against the Purchase Price the amount of any taking award previously paid to Seller in connection with the taking and not used in the repair or restoration of the Property prior to Closing. As used herein, a "**taking**" shall be deemed to include a voluntary conveyance in lieu of a taking by eminent domain. As used herein, a taking shall be deemed "**material**" if: (i) any damage to the Property, or any diminution in the value of the Property, by reason of the taking (as estimated by Buyer in good faith) is more than \$50,000; (ii) access to the Property is materially impaired; or (iii) any temporary or permanent use of any portion of the building or parking areas on the Property or appurtenances, if any, is taken. The right to terminate under this Section 7 shall not apply with respect to any eminent domain proceeding in which Buyer is the condemning authority.

8. Default. If Seller wrongfully refuses to close the sale of the Property under the terms of this Agreement, Buyer shall make written demand upon Seller for performance. If Seller fails to comply with such written demand within five (5) days after receipt thereof, Buyer may (i) terminate this Agreement, in which case the Earnest Money Deposit shall be returned to Buyer and the parties shall be relieved of any further obligations hereunder, except as otherwise expressly set forth herein; or (ii) seek specific performance. If specific performance is not available as a result of any action by Seller, Buyer may recover damages. If Buyer, after expiration of the Inspection Period, refuses to close the purchase of the Property for any reason except as provided in Paragraph 3.2 of this Agreement, Seller shall be entitled to retain the Earnest Money Deposit as liquidated damages, it being agreed between the parties that the actual damages suffered by Seller would be difficult to ascertain. In addition to the remedies set forth above, in the event of any dispute hereunder, the prevailing party shall be entitled to recovery its attorneys' fees and costs.

9. Miscellaneous. It is further understood and agreed as follows:

9.1. Severability. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

9.2. Time. Time is of the essence of this Agreement.

9.3. Binding Effect; Assignment. The provisions of this Agreement shall inure to the benefit of and bind the legal representatives, successors, and permitted assigns of the parties hereto; provided, however, this Agreement may not be assigned by one without the written consent of the other, provided such consent shall not be unreasonably withheld. However, either Seller or Buyer may make an Assignment of this Agreement without written

consent of the other to a Qualified Intermediary in contemplation of the Property being used as a “relinquished property” or “replacement property” in connection with a tax deferred exchange under Section 1031 of the I.R.S. Code. No assignment shall relieve Seller or Buyer of any of its obligations under this Agreement.

9.4. Section Headings: Construction. Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation hereof. As used herein, the plural shall include the singular and vice versa and the neuter shall include the masculine and the feminine, and vice versa, as applicable. Seller and Buyer acknowledge and stipulate that they and their respective legal counsel, have reviewed and revised the form of this Agreement prior to its execution. The parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party or party creating the ambiguity shall not be employed in the interpretation of this Agreement.

9.5. Amendment and Waiver. This Agreement may be amended at any time in all respects, but only by an instrument in writing executed by Seller and Buyer, with a copy sent to the Title Company. Either Buyer or Seller may waive any requirement to be performed by the other, provided that said waiver shall be in writing and executed by the party waiving the requirement.

9.6. Integrated Agreement. This Agreement, together with the Exhibits hereto, constitutes the entire agreement between Buyer and Seller relating to the sale and purchase of the Property, and there are no agreements, understandings, restrictions, warranties, or representations with respect to the Property between Buyer and Seller other than those set forth herein.

9.7. Choice of Law. It is the intention of Seller and Buyer that the laws of Oklahoma shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and obligations of Buyer and Seller hereunder.

9.8. Notice. Any notices or other communications required or permitted by this Agreement shall be in writing and delivered personally or by messenger or a nationally recognized overnight courier service, or alternatively, shall be sent by United States certified mail, return receipt requested. The effective date of any notice shall be the date of delivery of the notice, if by personal delivery, messenger or courier service, or if mailed, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the addresses set forth below as their respective notice addresses under this Agreement, provided, in order to be effective, any notice sent to Seller or Buyer shall also be sent to its respective “copy to” addressees, if any, designated below:

If to Seller:

**SHEFFIELD CROSSING 1, LLC
c/o OmniTRAX, Inc.
252 Clayton Street
Denver, CO 80206
Attention: Zachary Johnson**

and

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attention: Thomas Macdonald

If to Buyer:

CITY OF SAND SPRINGS OKLAHOMA

100 East Broadway
Sand Springs, OK 74063
Attention: City Clerk

and

David Weatherford
Birmingham, Weatherford, Morely and Priore
1141 East 37th Street
Tulsa, OK 74015

If to the Title Company:

OKLAHOMA TITLE & ESCROW CORPORATION

5314 South Yale, Suite 200
Tulsa, Oklahoma 74135
Attention: Meagan Arnold

9.9. Tax Free Exchange. The Buyer shall cooperate as reasonably necessary to accommodate any request by Seller made in order to facilitate a tax-free, like-kind exchange of real property, whether the exchange be simultaneous or deferred, in connection with this transaction, within the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Regulations of the Internal Revenue Service promulgated thereunder; provided, however, that Buyer shall not be obligated to incur any additional costs, assume any additional obligations, or acquire any other property.

9.10. Covenant as to Easement. This Agreement is entered into as part of a separate development agreement ("**Development Agreement**") that the parties have previously entered into. As a part of the Development Agreement, Buyer has agreed to improve, at its sole cost and expense, Morrow Road from Highway 97 to Broad Street which abuts the Property and additional property owned by Seller to the North. As part of the consideration of Buyer purchasing the Property, Seller covenants and agrees that prior to construction of the improvement of Morrow Road, Buyer shall grant easement or easements necessary across its property to allow Seller access from the Property to Morrow Road. These easements shall be in places mutually acceptable to the parties and shall be granted without any financial consideration. The terms and covenants of this Section shall survive the Closing.

9.11. Full Execution. This Agreement shall be deemed fully executed and binding on the date on which Buyer and Seller have both executed this Agreement or separate counterparts (if and when Buyer and Seller both execute this Agreement) and said date shall be herein referred to as the **Effective Date** of this Agreement. If this Agreement has not been fully executed by the parties at or before **5:00 p.m. C.S.T. on the _____ day of _____, 2016**, this Agreement shall be void and of no force or effect. The Title Company's execution of this Agreement shall not be required for full execution of this Agreement but shall merely evidence the Title Company's acceptance of its obligations hereunder as set forth in Section 8.12 below.

9.12. Legal Counsel. Seller acknowledges that it has been advised to acquire separate legal counsel for this Transaction and that Buyer's legal counsel is Riddle & Wimbish, P.C. (the "**Firm**").

9.13. Title Company. Title Company shall be a signatory to this Agreement for the purpose of holding the Earnest Money. Title Company acts hereunder as a depository and paying agent only and, except for the Title Insurance Commitment, is not a party to this Agreement or any undertaking which may be evidenced by or arise out of any and all dealings between Seller and Buyer. Title Company shall not be liable for any error of judgment or for any act done or committed by it in good faith, or for anything which it may in do or refrain from doing in connection herewith. Title Company is authorized to act on any document or instruction believed by it to be genuine and signed or issued by the proper party or parties, and will incur no liability in so acting. In the event of any disagreement or the presentation of adverse claims or demands in connection with this Agreement, Title Company shall at its option be entitled to refuse to comply with any such claims or demands during the continuance of such disagreement, and in so doing, Title Company shall not become liable to the Parties, or to any other person, due to its failure to comply with any such adverse claims or demands. Title Company shall be entitled to continue, without liability, to refrain and refuse to act: (I) until all the rights of the adverse claimants have been finally adjudicated by a Court having jurisdiction of the parties and the items affected hereby, after which time Title Company shall be entitled to act in conformity with such adjudication; or (ii) until all differences shall have been adjusted by agreement satisfactory to Title Company and that Title Company shall have been notified thereof and shall have been directed in writing satisfactory to Title Company, signed jointly or in counterpart by the parties and by all persons making adverse claims or demands, at which time Title Company shall be protected in acting in compliance therewith. Seller and Buyer acknowledge that Title Company is under common control with the Firm and consent to the members of the Firm receiving a financial benefit from title insurance premiums paid to Title Company.

9.14. Environmental Problems.

9.14.1. Definitions. For purposes of this Agreement, the following terms shall have the meanings ascribed to such terms below:

“DEQ” means the Oklahoma Department of Environmental Quality.

“Environmental Laws” shall mean any federal, state, or local statutes, laws, ordinances, codes, rules, regulations, orders, or decrees including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601 et seq., the Federal Hazardous Materials Transportation Act, the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§6901 et seq., the Federal Toxic Substances Control Act, as amended, 15 U.S.C. §§2601 et seq., the Federal Clean Air Act, as amended, 42 U.S.C. §§7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq., the National Environmental Policy Act, as amended, 42 U.S.C. §§4321 et seq., the Pollution Remedies Act, 82 O.S. 926.1 et seq., the Oklahoma Hazardous Waste Disposal Act, 63 O.S. 1 2001.1 et seq., the Oklahoma Solid Waste Management Act, 63 O.S. 1 2300 et seq., the Hazardous Waste Fund Act, 63 O.S. 1 2015 et seq., the Oklahoma Clean Air Act, 63 O.S. 1 1801 et seq., the Oklahoma Underground Storage Tank Regulation Act, 17 O.S. 301 et seq., the Oklahoma Aboveground Storage Tank Regulation Act, 17 O.S. 401 et seq., the Oklahoma Environmental Quality Act, 27A O.S. 1 et seq., or any rules and regulations of the EPA, any other state statutes or regulations, any municipal ordinances, rules or regulations or any statutes or regulations of any other agency or governmental authority or entity having jurisdiction over the Property.

“Environmental Problems” means collectively, the existence on the Property of Hazardous Substances and violations of Environmental Laws.

“EPA” means the Environmental Protection Agency.

“Hazardous Substances” shall mean and include any pollutant, contaminant or other toxic or hazardous substances, hazardous materials or regulated substance as defined or listed under any Environmental Law, including, without limitation, petroleum (including crude oil), petroleum products, petroleum wastes, asbestos or asbestos-containing materials and lead-based paint.

“Letter” means a Ready for Reuse Determination letter from the EPA and DEQ to Sheffield dated as of July 2, 2002, which determined that the Report Parcel was ready for reuse for industrial purposes.

“Remedy” means the Risk Management Activity outlined in the Report and approved by the EPA and the DEQ to ensure the protection of human health and the environment at the Report Parcel.

“Report” means the Sheffield Steel Corporation Risk Evaluation Report/Risk Management Report dated May 28, 2002 (“Report”), submitted by Sheffield and approved by the DEQ and the EPA.

“Report Parcel” means the real property owned by Seller and subject to the Report and Remedy, which includes the Property.

“Retained Property” means all of the Report Parcel other than the Property.

“Sheffield” means Seller’s predecessor in title to the Report Parcel, Sheffield Steel Corporation.

9.14.2. Environmental Problems. Buyer acknowledges there are or may exist Environmental Problems on or with respect to the Property. Buyer warrants and covenants to Seller that Buyer, working in cooperation with the appropriate governmental authorities, will use its best efforts to resolve the Environmental Problems and bring the Property into compliance with all Environmental Laws. This will be done at Buyer’s sole cost and expense, without any financial responsibility to Seller. The provisions of this Section 9.14.2 shall survive the Closing.

9.14.3. Assumption of Remedy. At Closing, Buyer shall assume responsibility for maintenance of the Remedy with respect to the Property. Seller shall remain responsible for maintenance of the Remedy with respect to the Retained Property.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

“SELLER”

Sheffield Crossing 1, LLC,
a Colorado limited liability company

By: _____
Its _____

Date of Seller's execution: _____, 2016

“BUYER”

City of Sand Springs

By: _____
_____, Mayor

Attest:

City Clerk

Date of Buyer's execution: _____, 2016

RECEIPT AND AGREEMENT BY TITLE COMPANY

The Title Company hereby acknowledges receipt of the Earnest Money Deposit and agrees to hold and apply the same in accordance with the terms of the foregoing Agreement.

“TITLE COMPANY”

Oklahoma Title & Escrow Corporation

By: _____
Name: _____
Title: _____ President

EXHIBIT "A"

City of Sand Springs

10 ACRE TRACT
Legal Description

A TRACT OF LAND THAT IS PART OF THE NE/4 OF SECTION 15, T-19-N, R-11-E OF THE INDIAN BASE AND MERIDIAN, CITY OF SAND SPRINGS, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT A POINT THAT IS THE NORTHEAST CORNER OF THE NE/4 OF SAID SECTION 15; THENCE S 88°42'54" W ALONG THE NORTHERLY LINE OF SAID NE/4 FOR 39.75 FEET TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND; THENCE S 01°39'36" E AND PARALLEL WITH THE EASTERLY LINE OF THE NE/4 FOR 633.78 FEET; THENCE N 77°10'28" W FOR 915.33 FEET; THENCE N 01°39'36" W FOR 283.14 FEET; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 34°21'39" AND A RADIUS OF 595.16 FEET FOR 356.92 FEET HAVING A CHORD BEARING OF N 67°27'21" E FOR A CHORD LENGTH OF 351.60 FEET TO A POINT ON THE NORTHERLY LINE OF THE NE/4; THENCE N 88°42'54" E ALONG SAID NORTHERLY LINE FOR 557.74 FEET TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 435,600 SQUARE FEET OR 10.0000 ACRES.

THE BEARINGS USED IN THE ABOVE LEGAL DESCRIPTION ARE BASED ON THE NORTHERLY LINE OF THE NE/4 OF SECTION 15, T-19-N, R-11-E HAVING A BEARING OF N 88°42'54" W.



**CITY OF SAND SPRINGS
COUNCIL STAFF REPORT**
MEETING DATE: October 24th, 2016

TO: City Council

DATE: October 24th, 2016

SUBJECT:

Final Plat – Stone Villa Second, for the development of a Single-Family Subdivision, RS-4 (Residential Single-Family), propose 87 Lot subdivision, 19.828+/- acre subdivision

STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of the Final Plat as presented.

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 & HISTORY:

The applicant is requesting approval of Stone Villa Second – Final Plat. This plat was previous reviewed by the Sand Springs Technical Advisory Committee on October 6th, 2016 after being reinstated by the Sand Springs Planning Commission on September 19th, 2016.

The City of Sand Springs Planning Commission heard this item on October 17th, 2016 voting to recommend approval of the Final Plat 7-0-0 to City Council.

This plat is being recommended for approval subject to the terms and conditions outlined below:

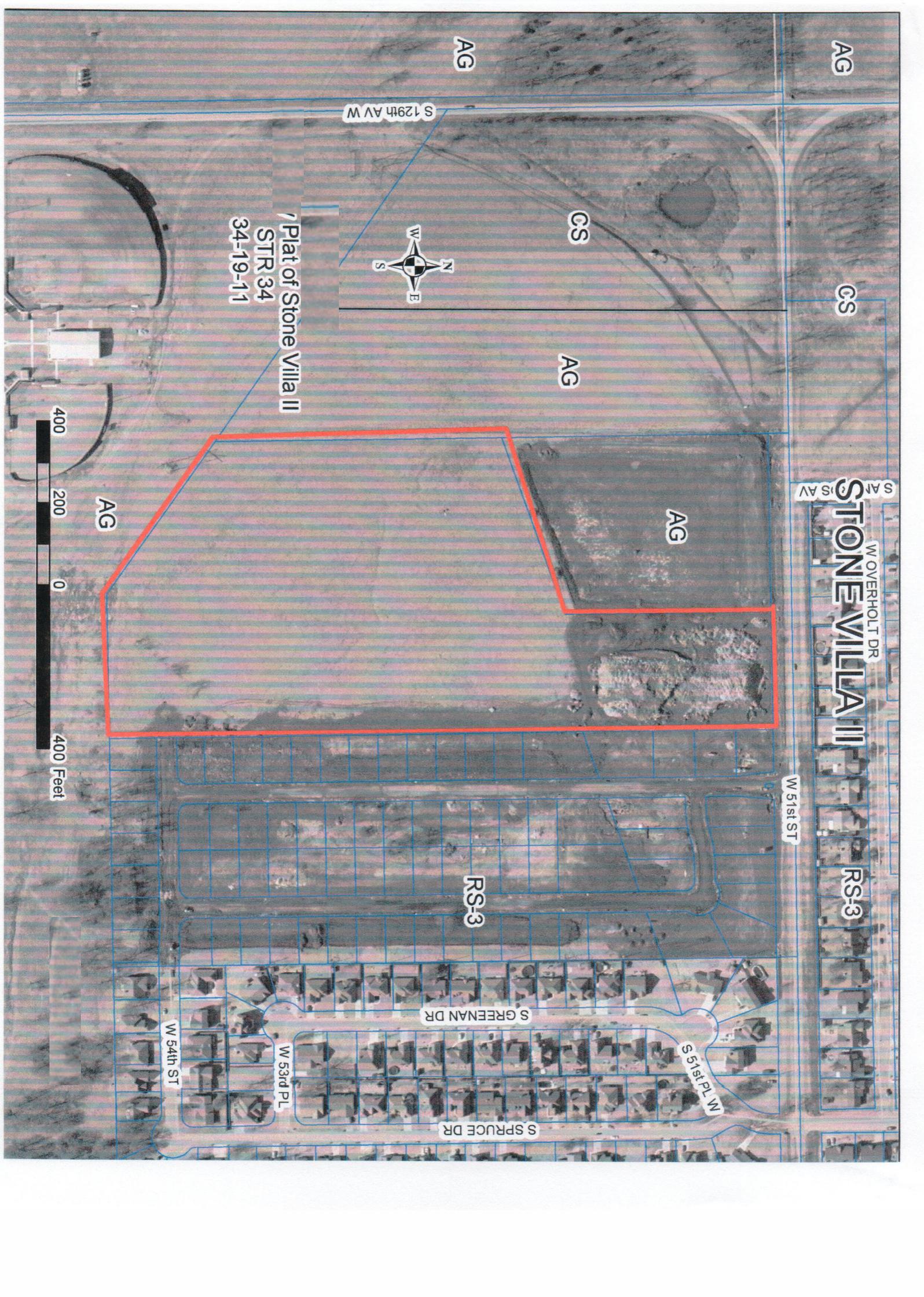
- Remaining TAC Comments from the October 6th, 2016 review need to be addressed and satisfied.
- Release letters from Utility Providers need to be received prior to the Final Plat being signed and executed by required parties.
- Construction and Infrastructure Plans need to be approved by Sand Springs Public Works Department.

BUDGETARY IMPACT:

COMPILED BY: Brad Bates – City Planner

ATTACHMENTS:

- 1) Copy of Plat
- 2) Case Maps



AG

AG

CS

CS

AG

AG

S A
OVERHOLT DR
STONE VILLA II
S AV

W 51st ST

RS-3

RS-3

S GREENAN DR

S 51st PL W

S SPRUCE DR

W 53rd PL

W 54th ST

1/4 Plat of Stone Villa II
STR 34
34-19-11

S 129th AV W



AG

CS

STONE VILLA II

RS-3

W 51st ST

AG

CS

AG

AG

S 129th AV W



Plat of Stone Villa II
STR 34
34-19-11

AG

RS-3

S GREENAN DR

S 51st PL W

S SPRUCE DR

W 53rd PL

W 54th ST

400

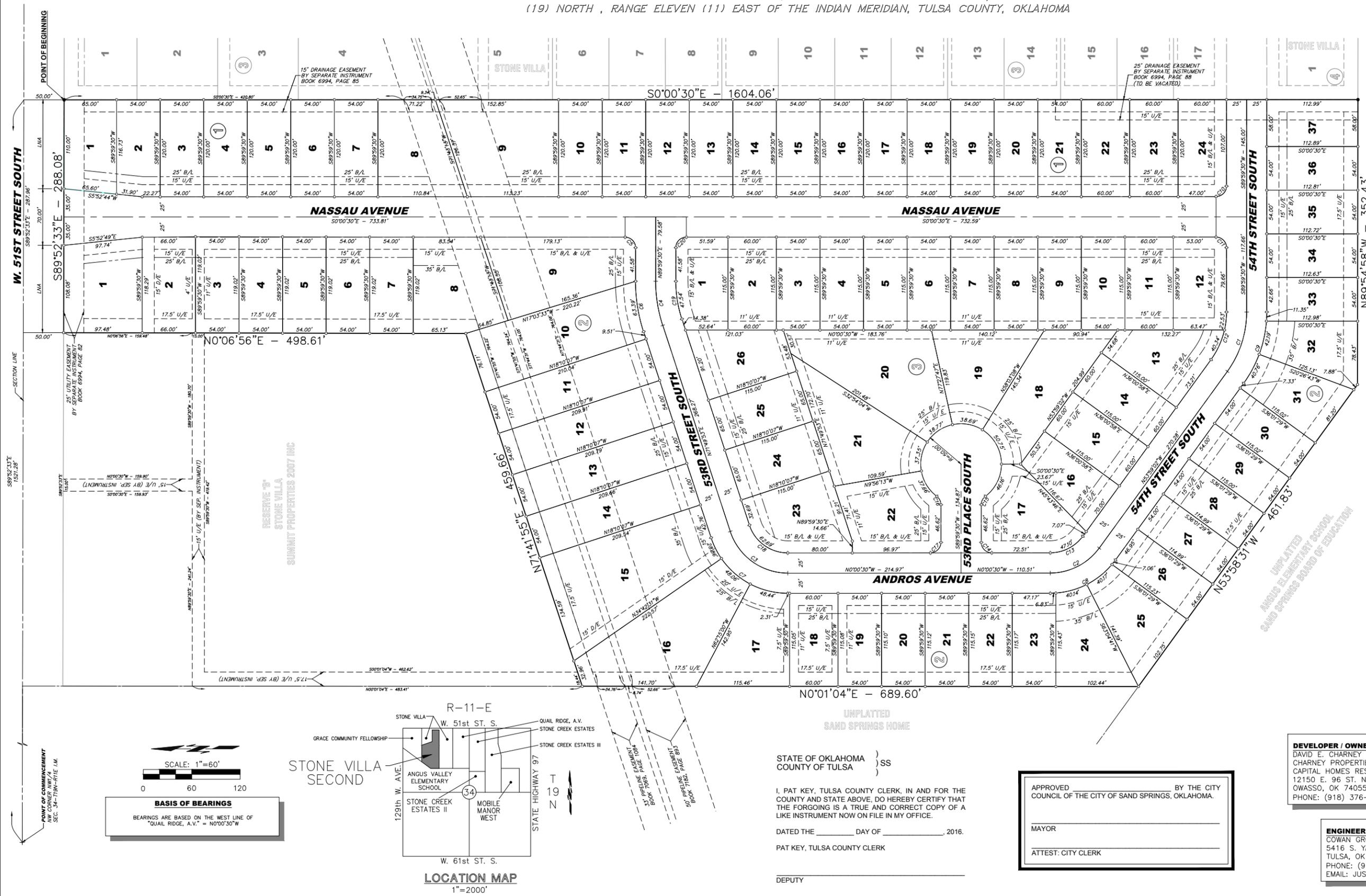
200

0

400 Feet

FINAL PLAT OF STONE VILLA SECOND

AN ADDITION TO CITY OF SAND SPRINGS,
BEING A PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINETEEN
(19) NORTH, RANGE ELEVEN (11) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, OKLAHOMA



Subdivision Statistics

SUBDIVISION CONTAINS EIGHTY SEVEN (87) LOTS IN THREE BLOCKS (3):

BLOCK 1 _____ 24 LOTS
 BLOCK 2 _____ 37 LOTS
 BLOCK 3 _____ 26 LOTS

GROSS SUBDIVISION AREA: 19.67 ACRES

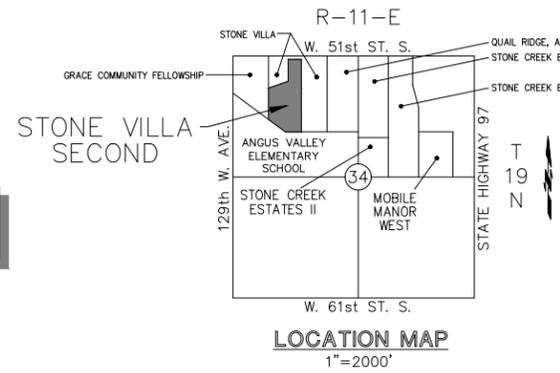
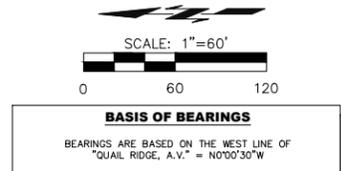
Legend

- - FOUND 1/2" IRON PIN WITH CAP STAMPED B&A CA#6 UNLESS NOTED OTHERWISE
- - SET 1/2" IRON PIN WITH CAP STAMPED COWAN GRP CA 6414 UNLESS NOTED OTHERWISE
- B/L - BUILDING LINE
- U/E - UTILITY EASEMENT
- D/E - DRAINAGE EASEMENT
- LNA - LIMITS OF NO ACCESS

CURVE TABLE

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	78.59'	125.00'	36°01'28"	N71°59'46"W	77.30'
C2	70.65'	75.00'	53°58'32"	N26°59'46"W	68.07'
C3	94.04'	75.00'	71°50'23"	N35°54'41"E	88.00'
C4	55.47'	175.00'	18°09'37"	N80°54'41"E	55.24'
C5	20.42'	13.00'	90°00'00"	S44°59'30"W	18.38'
C6	63.39'	200.00'	18°09'37"	S80°54'41"W	63.13'
C7	125.38'	100.00'	71°50'23"	S35°54'41"W	117.33'
C8	94.21'	100.00'	53°58'32"	S26°59'46"W	90.76'
C9	94.31'	150.00'	36°01'30"	S71°59'47"W	92.77'
C10	20.42'	13.00'	90°00'12"	N45°00'30"W	18.38'
C11	20.42'	13.00'	90°00'00"	S44°59'30"W	18.38'
C12	62.87'	100.00'	36°01'28"	N71°59'46"W	61.84'
C13	47.10'	50.00'	53°58'32"	N26°59'46"W	45.38'
C14	20.42'	13.00'	90°00'00"	N44°59'30"E	18.38'
C15	12.00'	13.00'	52°54'09"	S63°32'25"W	11.58'
C16	12.00'	13.00'	52°54'09"	S63°32'25"W	11.58'
C17	20.42'	13.00'	90°00'00"	N45°00'30"W	18.38'
C18	62.69'	50.00'	71°50'23"	N35°54'41"E	58.67'
C19	47.54'	150.00'	18°09'37"	N80°54'41"E	47.34'
C20	20.42'	13.00'	90°00'00"	S45°00'30"E	18.38'

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL SIGNED AND SEALED DOCUMENT



STATE OF OKLAHOMA)
 COUNTY OF TULSA) SS

I, PAT KEY, TULSA COUNTY CLERK, IN AND FOR THE COUNTY AND STATE ABOVE, DO HEREBY CERTIFY THAT THE FORGING IS A TRUE AND CORRECT COPY OF A LIKE INSTRUMENT NOW ON FILE IN MY OFFICE.

DATED THE _____ DAY OF _____, 2016.

PAT KEY, TULSA COUNTY CLERK

DEPUTY _____

APPROVED _____ BY THE CITY COUNCIL OF THE CITY OF SAND SPRINGS, OKLAHOMA.

MAYOR _____

ATTEST: CITY CLERK _____

DEVELOPER / OWNER
 DAVID E. CHARNEY
 CHARNEY PROPERTIES, INC.
 CAPITAL HOMES RESIDENTIAL GROUP, LLC
 12150 E. 96 ST. N., SUITE 202
 OWASSO, OK 74055
 PHONE: (918) 376-6522 (OFFICE)

ENGINEER / SURVEYOR
 COWAN GROUP ENGINEERING, LLC.
 5416 SOUTH YALE, SUITE 210
 TULSA, OK 74135
 PHONE: (918) 949-6171
 EMAIL: JUSTIN@COWANGROUP.CO



COWAN GROUP ENGINEERING
 5416 SOUTH YALE, SUITE 210
 TULSA, OK 74135
 918-949-6171
 WWW.COWANGROUP.CO
 CAP 6414 EXPIRES 6/30/2018



**CITY OF SAND SPRINGS
COUNCIL STAFF REPORT**
MEETING DATE: October 24th, 2016

TO: City Council

DATE: October 24th, 2016

SUBJECT:

Tobacco Free Ordinance - Council will review, discuss and consider approval of an ordinance amending the City of Sand Springs Tobacco Free City Properties and Buildings Ordinance to include vapor free and repealing all ordinances in conflict with, as suggested by Tulsa County Health Department. (Presented by: Brad Bates, Planning Director)

STAFF RECOMMEDATION:

Staff recommends **APPROVAL** of the ordinance as presented.

BACKGROUND AND HISTORY:

The City of Sand Springs has had a Tobacco Free City Properties and Buildings Ordinance since 2009. Subsequent amendments have been made to adjust language within Title 9, Chapter 9.36 of the City of Sand Springs Code of Ordinances. This ordinance is an attempt to create an atmosphere within the community in which public health concerns and risks are mitigated by placing laws in place that promote a healthy public environment for Sand Springs residents.

The City of Sand Springs as a result of having such proactive ordinances has been able to qualify as both a Certified Healthy Community and a Certified Healthy Business through the State of Oklahoma's Certified Healthy program that is managed by the State Health Department. As a result of being eligible for these status' the City of Sand Springs has also been able to leverage healthy living initiatives like this to received Tobacco Settlement Endowment Trust funds through the Healthy Communities Incentive Grants program. The City has received to-date \$50,000 that have been used towards healthy living and improvement studies in the form of detailed sidewalk gap analysis studies. This program has a remaining \$50,000 that the City of Sand Springs is eligible for

should measures be taking to implements some ordinance changes, policies and practices.

This ordinance is part of some of the standards that the City of Sand Springs needs to take in order to achieve the Gold Level of recognition through the before mentioned programs and receive the remaining \$50,000 that is available to our Community.

BUDGETARY IMPACT:

Potentially \$50,000

COMPILED BY: Brad Bates – City Planner

ATTACHMENTS:

- 1) Draft Ordinance
- 2) TSET Level Requirements

CITY OF SAND SPRINGS, OKLAHOMA

ORDINANCE NO.1290

AN ORDINANCE RELATING TO TITLE 9 - PUBLIC PEACE, MORALS AND WELFARE, OF THE CODE OF ORDINANCES OF THE CITY OF SAND SPRINGS, OKLAHOMA; CODIFYING AND INSERTING A NEW CHAPTER 9.36 – USE OF TOBACCO RELATED PRODUCTS; REGULATED IN CERTAIN PUBLIC PLACES; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWTHIH.

SECTION I:

Ordinance No. 1290 is hereby repealed, including previous code Sections 9.36.010 through 9.36.060.

SECTION II:

Title 9 – Public Peace, Morals and Welfare; Chapter 9.36 – Smoking Regulated in Certain Public Places; is hereby codified and inserted to the Code of Ordinances of the City of Sand Springs, Oklahoma, as follows, to wit:

Chapter 9.36

SMOKING REGULATED IN CERTAIN PUBLIC PLACES

Sections:

9.36.010	DEFINITIONS
9.36.020	PROHIBITION OF TOBACCO PRODUCTS AND VAPOR PRODUCTS ON CITY-OWNED/OPERATED PROPERTY
9.36.030	SMOKING PROHIBITED IN INDOOR WORKPLACES
9.36.040	SMOKING REGULATED IN RESTAURANTS
9.36.050	RESPONSIBILITY FOR COMPLIANCE
9.36.060	VIOLATION AND PENALTY
9.36.070	ENFORCEMENT

SECTION 9.36.010 - DEFINITIONS

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- a) *Indoor area*: means any indoor city-owned/operated property. An indoor area includes work areas, employee lounges, restrooms, conference rooms, classrooms, hallways, any other spaces used or visited by employees or the public, and all space between a floor and ceiling that is predominantly or

totally enclosed by walls or windows, regardless of doors, doorways, open or closed windows, stairways, or the like. The provisions of this section shall apply to such indoor areas at any given time, whether or not work is being performed;

- b) *Outdoor area*: means any covered area, partially covered area or area open to the sky that is on a property owned or operated by the city;
- c) *Recreational area*: means any area that is owned, controlled or used by the City of Sand Springs and open to the general public for recreational purposes, regardless of any fee or age requirement. The term 'Recreational Area' includes but is not limited to parks, picnic areas, playgrounds, sports fields, golf courses, walking paths, gardens, hiking trails, bike paths, riding trails, and skateboard parks;
- d) *Tobacco product*: means any product that contains or is derived from tobacco and is intended for human consumption excluding drugs or devices approved for cessation by the United States Food and Drug Administration. This includes e-cigarettes and vapor products, with or without nicotine.
- e) *Tobacco-free*: means to prohibit the use of any tobacco product by anyone, anywhere, at any time.
- f) *Vapor product*: shall mean noncombustible products, that may or may not contain nicotine, that employ a mechanical heating element, battery, electronic circuit, or other mechanism, regardless of shape or size, that can be used to produce a vapor in a solution or other form . "Vapor products" shall include any vapor cartridge or other container with or without nicotine or other form that is intended to be used with an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device. "Vapor products" do not include any products regulated by the United States Food, Drug and Cosmetic Act.

SECTION 9.36.020 - PROHIBITION OF TOBACCO PRODUCTS AND VAPOR PRODUCTS ON CITY-OWNED/OPERATED PROPERTY

- a) The use of lighted tobacco in any form is a public nuisance and dangerous to public health and is hereby prohibited when such possession is in any indoor or outdoor areas owned or operated by this city.
- b) All buildings and other properties, including indoor and outdoor areas, owned or operated by this city, shall be entirely tobacco free to include all forms of tobacco products including vapor products.
- c) All indoor and outdoor recreational areas owned or operated by this city, shall be entirely tobacco free to include all forms of tobacco products including vapor products.

SECTION 9.36.030 – SMOKING PROHIBITED IN INDOOR WORKPLACES

- a) The use of lighted tobacco products in any form in any indoor workplace under private ownership that is used by or open to the public shall be prohibited unless otherwise allowed by applicable federal, state or county laws, rules and regulations. An “indoor workplace” shall be construed to include all portions of building interiors occupied by or otherwise accessible to

- employees, agents, volunteers or other personnel engaging in corporate functions, or the provision of goods or services to the public.
- b) The provisions of this section shall not apply to:
1. A bar, tavern, club or other establishment that derives more than 60 percent of its gross receipts, subject to verification by competent authority, from the sale of alcoholic beverages and/or low-point beer; and that is not located within or that does not share any common entryway or common indoor area with any other enclosed indoor workplace, including a restaurant.
 2. The room or rooms where licensed charitable bingo games are being operated, but only during the hours of operation of such games.
 3. Up to 25 percent of the guest rooms at a hotel or other lodging establishment.
 4. Retail tobacco stores predominantly engaged in the sale of tobacco products and accessories, and in which the sale of other products is merely incidental and in which no food or beverage is sold or served for consumption on the premises.
 5. Workplaces where only the owner or operator of the workplace, or the immediate family of the owner or operator, performs any work in the workplace, and the workplace has only incidental public access. "Incidental Public Access" means that a place of business has only an occasional person, who is not an employee, present at the business to transact business or make a delivery. It does not include businesses that depend on walk-in customers for any part of their business.
 6. Workplaces occupied exclusively by one or more smokers, if the workplace has only incidental public access.
 7. Private offices occupied exclusively by one or more smokers.
 8. Workplaces within private residences, except that smoking shall not be allowed inside any private residence that is used as a licensed child care facility during hours of operation.
 9. Medical research or treatment centers, if smoking is integral to the research or treatment.
 10. A facility operated by a post or organization of past or present members of the Armed Forces of the United States which is exempt from taxation pursuant to applicable sections of the Internal Revenue Code, 26 U. S. C., when such facility is utilized exclusively by its members and their families and for the conduct of post or organization nonprofit operations except during an event or activity which is open to the public.
 11. Any outdoor seating area of a restaurant; provided, smoking shall not be allowed within 25 feet of any exterior public doorway or any air intake facility of a restaurant.
- c) An employer not otherwise restricted from doing so may elect to provide smoking rooms where no work is performed except for cleaning and maintenance during the time the room is not in use for smoking, provided each smoking room is fully enclosed and exhausted directly to the outside in such a manner that no smoke can drift or circulate into a nonsmoking area. No exhaust from a smoking room shall be located within 25 feet of any building entrance, exit, or air intake facility.
- d) If smoking is to be permitted in any space exempted in the foregoing portions of this Section, such smoking space must either occupy the entire enclosed indoor

space or, if it shares the enclosed space with any nonsmoking areas, the smoking space shall be fully enclosed, exhausted directly to the outside with no air from the smoking space circulated to any nonsmoking area, and under negative air pressure so that no smoke can drift or circulate into a nonsmoking area when a door to an adjacent nonsmoking area is opened. Air from a smoking room shall not be exhausted within 25 feet of any building entrance, exit, or air intake facility.

- e) Any employer may choose a more restrictive smoking policy, including being totally nonsmoking.

SECTION 9.36.040 – SMOKING REGULATED IN RESTAURANTS

- a) Restaurants shall be totally nonsmoking or may provide nonsmoking areas and designated smoking rooms. Food and beverage may be served in such designated smoking rooms which shall be in a location which is fully enclosed, directly exhausted to the outside, under negative air pressure so smoke cannot escape when a door is opened, and no air is recirculated to nonsmoking areas of the building. No exhaust from such room shall be located within 25 feet of any building entrance, exit, or air intake facility. Such room shall be subject to verification for compliance with the provisions of this Section by the Oklahoma State Department of Health.

SECTION 9.36.050 – RESPONSIBILITY FOR COMPLIANCE

- a) A sign or decal, at least four (4) inches by two (2) inches in size, shall be posted at each entrance to a building where smoking is prohibited indoors under provisions of this chapter indicating that the premises is nonsmoking or tobacco free.
- b) If an outdoor area is designated nonsmoking or tobacco free under provisions of this Chapter, a sign or decal with lettering at least one (1) inch in height shall be posted in a prominent location indicating that the area is nonsmoking or tobacco free. Such signage shall designate in numeric or graphical specificity the area that is designated nonsmoking or tobacco free.
- c) For purposes of compliance responsibility upon private properties, the owner, lessee, or other person in control of the building or facility, shall be responsible for compliance with provisions of this Chapter. Upon public properties, the manager, supervisor, or other person in control of the building or facility, shall be responsible for compliance with provisions of this Chapter.

SECTION 9.36.060 - VIOLATION AND PENALTY

- a) Any person who knowingly violates this chapter shall be deemed guilty of a Class "C" offense, and upon conviction thereof, shall be punished as provided in Section 1.20.010 of this Code.

SECTION 9.36.070 - ENFORCEMENT

The State or local governmental agency shall, at a minimum, do the following in order to prevent tobacco and vapor product use in city owned/operated places:

- a) Post signs at entrances to city owned/operated places which state that tobacco use is prohibited; and
- b) Ask tobacco users to refrain from using any form of tobacco products, including vapor products upon observation of anyone violating the provisions of this act.

SECTION III: ORDINANCE EFFECTIVE DATE

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 24th day of October, 2016.

Mike Burdge, Mayor

ATTEST:

Janice L. Almy, City Clerk

APPROVED AS TO FORM:

David L. Weatherford, City Attorney

TSET Healthy Communities Incentive Grant Criteria 2016

Bronze Incentive Level

- Community has adopted an ordinance that prohibits smoking indoors and outdoors on city owned/operated properties
- All districts of primary and secondary educational institutions (i.e. elementary, middle school, junior high and high school) within the community have adopted policies ensuring “24/7” tobacco, vapor products, alcohol and drug free properties that cover students, staff, and visitors
- Municipality has zoning, land use or business permit procedures to restrict the number, location or density of alcohol retailers
- There are Certified Healthy Businesses in our community. Community has a minimum of certified businesses, (other than health departments) based on community size, that were certified in 2015 or 2016:
Rural - 1 Business Small - 2 Businesses Medium - 3 Businesses
Large - 4 Businesses Metro – 5 Businesses OKC & Tulsa - 10 Businesses
- The Oklahoma Tobacco Helpline 1-800-QUIT-NOW/ 1-800-784-8669 is promoted (English and Spanish) to the general public within the community (i.e. media, billboards, websites, other promotional displays)
- The Suicide Prevention Lifeline 1-800-273-TALK/1-800-273-8255 is promoted (English and Spanish) to the general public within the community (i.e. media, billboards, websites, other promotional displays)
- Municipality has an ordinance, land use policy, or zoning to promote, expand, and protect community garden and Farmer's Market sites, including vacant city-owned land and unused parking lots
- Public health advocates and stakeholders are included in community development and zoning regulations (health in policies)
- Safe, well-marked walking trails are located within the community

Silver Incentive Level – All Bronze Incentive Criteria + the Following:

- All vocational/career tech institutions that serve the community's student population have adopted policies ensuring "24/7" tobacco, vapor products, alcohol and drug free properties that covers students, staff and visitors
- Frequent underage tobacco checks are conducted in the community to identify and discourage illegal selling of tobacco and vapor products to minors, and the results are made public
- Municipality has frequent underage compliance checks conducted by law enforcement to identify and discourage illegal alcohol sales and the results are made public
- Municipality's Social Host ordinance/law is enforced to hold accountable those who allow underage drinking or drug use on property under their control
- Municipality's City Hall is a Certified Healthy Business in 2015 or 2016
- Information on how to access mental health and substance abuse treatment and clinical health services is provided within the community (i.e. faith-based community efforts, local mental health and substance abuse providers, local website, flyers, pamphlets, billboards, media, etc.)
- The Problem Gambling Hotline 1-800-522-4700 is promoted (English) to the general public within the community (i.e. media, billboards, websites, and other promotional displays)
- Affordable fresh fruits and vegetables (i.e. grocery stores, farmer's markets, corner stores or community gardens) are available within the community
- Municipality has adopted and implemented enforceable policies, ordinances or legal codes that encourage active living and transportation through changes to land use, urban design and transportation (i.e. Complete Streets policies; pedestrian, bicycle or parks/trails plans; design guidelines; incorporation of such policies in master plans)

Gold Incentive Level- All Bronze and Silver Incentive Criteria + the Following:

- Municipality has adopted and implemented an ordinance that prohibits the use of tobacco and vapor products on all indoor and outdoor city-owned/operated properties
- All higher educational institutions within the community have adopted policies ensuring “24/7” tobacco, vapor products, alcohol and drug free properties that cover students, staff, and visitors
- Municipality has zoning and/or land use to restrict the number, location or density of tobacco and vapor outlets near schools and playgrounds
- All city-owned/operated properties are alcohol and drug free (if alcohol is allowed at special events, community must have written policies) Municipality has a written alcohol control policy and/or ordinance that minimally includes Oklahoma Department of Mental Health and Substance Abuse Service’s (ODMHSAS) Responsible Beverage Sales and Service training for all city owned/operated properties and special events where alcohol is sold or provided
- Community participates in Certified Healthy Congregations and has at least one certified congregation in 2015 or 2016
- Municipality participates in a community wide wellness task force or coalition with community resident involvement
- Women, Infants and Children (WIC), Supplemental Nutrition Assistance Program (SNAP), or Senior Benefits are accepted within the community (i.e. farmer’s markets, corner stores, grocery stores)
- The municipality and community members are engaged in a local strategic planning process addressing public health needs including assessing, planning, implementing and evaluating public health activities
- Municipality has adopted and implemented enforceable policies, ordinances, or legal codes that encourages children and their families to walk, bike, and roll to school (i.e. Active Walking School Bus, Safe Routes to School, or Bike to School programs). Community also partners with schools and community-based organizations by evaluating routes for walking and biking to schools, traffic enforcement, etc.



CITY OF SAND SPRINGS
COUNCIL/AUTHORITY STAFF REPORT

MEETING DATE: October 24, 2016

SUBJECT:

CITY-WIDE BUDGET AMENDMENTS

STAFF RECOMMENDATION:

Approval of city-wide budget amendments to the FY17 budget.

EXECUTIVE SUMMARY:

This supplemental appropriation will provide for carryover funds of encumbrance, grant, and project rollovers, and beginning fund balance adjustments.

BUDGETARY IMPACT:

The entire city-wide budget will be amended. See attached spreadsheets that reflect these changes.

COMPILED BY: Arlena Barnes, Budget Officer

PRESENTED BY: Kelly Lamberson, Finance Director

ATTACHMENT:

FY17 budget amendments spreadsheets by fund

**CITY OF SAND SPRINGS
FY17 BUDGET AMENDMENTS
GENERAL FUND**

<u>DEPARTMENT</u>	<u>ACTUALS FY2016</u>	<u>APPROVED BUDGET FY2017</u>	<u>YTD PROCESSED AMENDMENTS</u>	<u>CURRENT BUDGET FY2017</u>	<u>AMENDMENTS</u>	<u>RESTATED BUDGET FY2017</u>
Municipal Court	\$ 162,471	\$ 219,127	\$ -	\$ 219,127	\$ 400	\$ 219,527
City Manager	351,551	356,486	-	356,486	7	356,493
City Clerk	138,659	186,087	-	186,087	200	186,287
General Administration	119,533	218,248	-	218,248	-	218,248
Planning & Development	152,353	163,284	-	163,284	300	163,584
Human Resources	187,049	201,842	-	201,842	200	202,042
Finance	478,979	592,433	-	592,433	41,648	634,081
City Attorney	100,787	106,172	-	106,172	-	106,172
Information Services	278,989	319,674	-	319,674	1,407	321,081
Facilities Management	460,142	543,212	-	543,212	12,294	555,506
Fleet Maintenance	268,160	290,030	-	290,030	1,169	291,199
Police	2,959,088	3,280,282	-	3,280,282	53,914	3,334,196
Animal Control	117,561	110,946	-	110,946	-	110,946
Communications	585,383	630,699	-	630,699	-	630,699
Fire	3,406,591	3,706,253	15,829	3,722,082	5,957	3,728,039
Emergency Management	50,210	60,100	-	60,100	-	60,100
Neighborhood Services	329,092	316,928	-	316,928	732	317,660
Street	628,542	908,037	-	908,037	12,866	920,903
Parks & Recreation	1,134,686	1,102,937	-	1,102,937	124,392	1,227,329
Museum	44,277	56,838	-	56,838	-	56,838
Senior Citizens	28,576	32,543	-	32,543	-	32,543
Economic Development	351,873	352,803	1,000	353,803	1,453	355,256
Debt Service:						
Principal Retirement	163,193	162,862	-	162,862	-	162,862
Interest and Fiscal Charges	9,021	9,055	-	9,055	-	9,055
TOTAL GENERAL FUND	\$ 12,506,766	\$ 13,926,878	\$ 16,829	\$ 13,943,707	\$ 256,937	\$ 14,200,644

**CITY OF SAND SPRINGS
FY17 BUDGET AMENDMENTS
GENERAL FUND**

<u>DEPARTMENT</u>	<u>ACTUALS FY2016</u>	<u>APPROVED BUDGET FY2017</u>	<u>YTD PROCESSED AMENDMENTS</u>	<u>CURRENT BUDGET FY2017</u>	<u>AMENDMENTS</u>	<u>RESTATED BUDGET FY2017</u>
Beginning Fund Balance	\$ 6,371,999	\$ 3,890,713	\$ -	\$ 3,890,713	\$ 1,609,079	\$ 5,499,792
Revenues	15,816,029	17,155,946	24,649	17,180,595	49,356	17,229,951
Capital Lease Proceeds	-	-	-	-	-	-
Transfers In	<u>1,198,556</u>	<u>1,776,500</u>	-	<u>1,776,500</u>	-	<u>1,776,500</u>
Total Revenues	<u>17,014,585</u>	<u>18,932,446</u>	<u>24,649</u>	<u>18,957,095</u>	<u>49,356</u>	<u>19,006,451</u>
Expenditures	12,506,766	13,926,878		13,926,878	256,937	14,183,815
Transfers Out	<u>5,380,026</u>	<u>6,234,971</u>	-	<u>6,234,971</u>	-	<u>6,234,971</u>
Total Expend. & Transfers Out	<u>17,886,792</u>	<u>20,161,849</u>	-	<u>20,161,849</u>	<u>256,937</u>	<u>20,418,786</u>
Ending Fund Balance	<u>\$ 5,499,792</u>	<u>\$ 2,661,310</u>	<u>\$ 24,649</u>	<u>\$ 2,685,959</u>	<u>\$ 1,401,498</u>	<u>\$ 4,087,457</u>
Nonspendable	21,720	22,778	-	22,778	-	22,778
Restricted	712,637	593,341	(1,000)	592,341	78,800	671,141
Assigned	423,448	428,186	-	428,186	(32,926)	350,386
Designated 15% Net Revenues	1,570,173	1,609,108		1,609,108	-	1,610,765
Unassigned	2,771,814	7,897	13,273	21,170	1,434,423	1,432,386
Total Ending Fund Balance	<u>\$ 5,499,792</u>	<u>\$ 2,661,310</u>	<u>\$ 12,273</u>	<u>\$ 2,673,583</u>	<u>\$ 1,480,298</u>	<u>\$ 4,087,457</u>

**CITY OF SAND SPRINGS
FY17 BUDGET AMENDMENTS
MUNICIPAL AUTHORITY WATER UTILITY FUND**

<u>DEPARTMENTS</u>	<u>ACTUALS FY2016</u>	<u>APPROVED BUDGET FY2017</u>	<u>YTD PROCESSED AMENDMENTS</u>	<u>CURRENT BUDGET FY2017</u>	<u>AMENDMENTS</u>	<u>RESTATED BUDGET FY2017</u>
Public Works	\$ 748,910	\$ 774,771	\$ -	\$ 774,771	\$ 41,982	\$ 816,753
Water Maintenance/ Operations	1,662,560	1,787,076	-	1,787,076	10,820	1,797,896
Skiatook Water System	401,167	530,328	-	530,328	52,342	582,670
Water Treatment	1,079,536	1,395,894	-	1,395,894	32,426	1,428,320
Lake Caretaker	11,607	17,948	-	17,948	-	17,948
Engineering	467,834	478,446	-	478,446	-	478,446
Customer Service	796,836	808,669	-	808,669	60,616	869,285
Safety & Training	7,953	8,900	-	8,900	-	8,900
Bad Debt	34,503	50,000	-	50,000	-	50,000
Inventory Short - Long	43,013	20,000	-	20,000	-	20,000
Depreciation	1,409,902	1,395,344	-	1,395,344	-	1,395,344
Indirect Costs	(782,413)	(822,109)	-	(822,109)	-	(822,109)
Total M A Water Utility Fund	\$ 5,881,408	\$ 6,445,267	\$ -	\$ 6,445,267	\$ 198,186	\$ 6,643,453
Beginning Unrestricted Net Assets	\$ 4,900,726	\$ 4,507,910	\$ -	\$ 4,507,910	\$ 870,827	\$ 5,378,737
Revenues	7,620,282	7,933,841	-	7,933,841	-	7,933,841
Non-Operating Revenues	22,924	4,550	-	4,550	-	4,550
Other Financing Sources	3,415,171	-	-	-	-	-
Transfers In	3,859,536	3,885,195	-	3,885,195	-	3,885,195
Expenses	5,881,408	6,445,267	-	6,445,267	198,186	6,643,453
Non-Operating Expenses	1,057,684	1,063,919	-	1,063,919	-	1,063,919
Transfers Out	14,457,885	4,615,195	-	4,615,195	-	4,615,195
Invested in capital assets, net of related debt	(6,957,075)	(609,938)	-	(609,938)	(136,641)	(746,579)
Ending Unrestricted Net Assets	\$ 5,378,737	\$ 4,817,053	\$ -	\$ 4,817,053	\$ 809,282	\$ 5,626,335

**CITY OF SAND SPRINGS
FY17 BUDGET AMENDMENTS
MUNICIPAL AUTHORITY WASTEWATER UTILITY FUND**

<u>DEPARTMENTS</u>	<u>ACTUALS</u> <u>FY2016</u>	<u>APPROVED</u> <u>BUDGET</u> <u>FY2017</u>	<u>YTD</u> <u>PROCESSED</u> <u>AMENDMENTS</u>	<u>CURRENT</u> <u>BUDGET</u> <u>FY2017</u>	<u>AMENDMENTS</u>	<u>RESTATED</u> <u>BUDGET</u> <u>FY2017</u>
Wastewater Maintenance/ Operations	\$ 904,974	\$ 995,692	\$ -	\$ 995,692	\$ 43,814	\$ 1,039,506
Environmental Compliance	237,861	259,983	-	259,983	717	260,700
Wastewater Treatment	571,959	705,438	-	705,438	1,787	707,225
Bad Debt	15,465	30,000	-	30,000	-	30,000
Depreciation	1,007,517	1,400,702	-	1,400,702	130,000	1,530,702
Indirect Costs	443,748	462,220	-	462,220	-	462,220
Total M A Wastewater Utility Fund	\$ 3,181,524	\$ 3,854,035	\$ -	\$ 3,854,035	\$ 176,318	\$ 4,030,353
Beginning Unrestricted Net Assets	\$ 2,487,043	\$ 2,309,477	\$ -	\$ 2,309,477	\$ 275,910	\$ 2,585,387
Revenues	\$ 3,233,066	3,450,604	-	3,450,604	-	3,450,604
Non-Operating Revenues	\$ 4,173	2,600	-	2,600	-	2,600
Other Financing Sources	\$ 9,309,270	12,437,548	-	12,437,548	-	12,437,548
Transfers In	\$ -	-	-	-	-	-
Expenses	\$ 3,181,524	3,854,035	-	3,854,035	176,318	4,030,353
Non-Operating Expenses	\$ 121,280	126,851	-	126,851	-	126,851
Transfers Out	\$ 74,000	-	-	-	-	-
Invested in capital assets, net of related debt	\$ 9,071,361	11,606,813	-	11,606,813	(9,115,985)	2,490,828
Ending Unrestricted Net Assets	\$ 2,585,387	\$ 2,612,530	\$ -	\$ 2,612,530	\$ 9,215,577	\$ 3,412,089

**CITY OF SAND SPRINGS
FY17 BUDGET AMENDMENTS
MUNICIPAL AUTHORITY SOLID WASTE UTILITY FUND**

<u>DEPARTMENTS</u>	<u>ACTUALS</u> <u>FY2016</u>	<u>APPROVED</u> <u>BUDGET</u> <u>FY2017</u>	<u>YTD</u> <u>PROCESSED</u> <u>AMENDMENTS</u>	<u>CURRENT</u> <u>BUDGET</u> <u>FY2017</u>	<u>AMENDMENTS</u>	<u>RESTATED</u> <u>BUDGET</u> <u>FY2017</u>
Solid Waste - Residential	\$ 730,014	\$ 858,626	\$ -	\$ 858,626	\$ 5,395	\$ 864,021
Solid Waste - Commercial	264,144	366,772	-	366,772	-	366,772
Solid Waste - Recycling	32,469	34,816	-	34,816	600	35,416
Bad Debt	6,470	11,000	-	11,000	-	11,000
Depreciation	95,464	95,191	-	95,191	-	95,191
Indirect Costs	195,828	206,327	-	206,327	-	206,327
Total M A Solid Waste Utility Fund	\$ 1,324,389	\$ 1,572,732	\$ -	\$ 1,572,732	\$ 5,995	\$ 1,578,727
Beginning Unrestricted Net Assets	\$ 486,227	\$ 554,614	\$ -	\$ 554,614	\$ 249,151	\$ 803,765
Revenues	1,906,505	1,929,661	-	1,929,661	-	1,929,661
Non-Operating Revenues	3,133	2,400	-	2,400	-	2,400
Other Financing Sources	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-
Expenses	1,324,389	1,572,732	-	1,572,732	5,995	1,578,727
Non-Operating Expenses	-	5,000	-	5,000	-	5,000
Transfers Out	363,175	700,000	-	700,000	-	700,000
Invested in capital assets, net of related debt	(95,464)	(95,190)	-	(95,190)	(94,941)	(190,131)
Ending Unrestricted Net Assets	\$ 803,765	\$ 304,133	\$ -	\$ 304,133	\$ 338,097	\$ 642,230

**CITY OF SAND SPRINGS
FY17 BUDGET AMENDMENTS
MUNICIPAL AUTHORITY STORMWATER UTILITY FUND**

<u>DEPARTMENTS</u>	<u>ACTUALS FY2016</u>	<u>APPROVED BUDGET FY2017</u>	<u>YTD PROCESSED AMENDMENTS</u>	<u>CURRENT BUDGET FY2017</u>	<u>AMENDMENTS</u>	<u>RESTATED BUDGET FY2017</u>
Stormwater Maintenance	\$ 157,949	\$ 198,344	\$ -	\$ 198,344	\$ -	\$ 198,344
Bad Debt	991	2,600	-	2,600	-	2,600
Depreciation	141,547	160,234	-	160,234	-	160,234
Indirect Costs	85,330	91,896	-	91,896	-	91,896
Total M A Stormwater Utility Fund	\$ 385,817	\$ 453,074	\$ -	\$ 453,074	\$ -	\$ 453,074
Beginning Unrestricted Net Assets	\$ 572,722	\$ 412,320	\$ -	\$ 412,320	\$ 99,958	\$ 512,278
Revenues	1,183,770	1,208,200	-	1,208,200	-	1,208,200
Non-Operating Revenues	56	65	-	65	-	65
Other Financing Sources	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-
Expenses	385,817	453,074	-	453,074	-	453,074
Non-Operating Expenses	-	-	-	-	-	-
Transfers Out	1,000,000	1,000,000	-	1,000,000	-	1,000,000
Invested in capital assets, net of related debt	(141,547)	(160,235)	-	(160,235)	(35,058)	(195,293)
Ending Unrestricted Net Assets	\$ 512,278	\$ 327,746	\$ -	\$ 186,037	\$ 135,016	\$ 481,287

**CITY OF SAND SPRINGS
FY17 BUDGET AMENDMENTS
MUNICIPAL AUTHORITY AIRPORT FUND**

	<u>ACTUALS</u> <u>FY2016</u>	<u>APPROVED</u> <u>BUDGET</u> <u>FY2017</u>	<u>YTD</u> <u>PROCESSED</u> <u>AMENDMENTS</u>	<u>CURRENT</u> <u>BUDGET</u> <u>FY2017</u>	<u>AMENDMENTS</u>	<u>RESTATED</u> <u>BUDGET</u> <u>FY2017</u>
Beginning Unrestricted Net Assets	\$ 172,650	\$ 137,508	\$ -	\$ 137,508	\$ 91,822	\$ 229,330
Operating Revenues	\$ 418,695	\$ 357,225	\$ -	\$ 357,225	\$ -	\$ 357,225
Non-Operating Revenues	24	25	-	25	-	25
Other Financing Sources	391,076	-	-	-	-	-
Transfers In	100,000	50,000	-	50,000	-	50,000
Total Revenues	\$ 909,795	\$ 407,250	\$ -	\$ 407,250	\$ -	\$ 407,250
Airport Operations	\$ 420,286	\$ 433,373	\$ -	\$ 433,373	\$ 8,913	\$ 442,286
Non-Capitalized Capital Outlay	-	-	-	-	-	-
Bad Debt	2,390	500	-	500	-	500
Depreciation	262,845	398,679	-	398,679	10,000	408,679
Indirect Cost	39,480	42,569	-	42,569	-	42,569
Non-Operating Expenses	-	1,000	-	1,000	-	1,000
Transfer out	-	-	-	-	-	-
Total Expense & Transfers Out	\$ 725,001	\$ 876,121	\$ -	\$ 876,121	\$ 18,913	\$ 895,034
Invested in capital assets, net of related debt	128,114	(398,679)	-	(398,679)		(398,679)
Ending Unrestricted Net Assets	\$ 229,330	\$ 67,316	\$ -	\$ 67,316	\$ 82,909	\$ 150,225

**CITY OF SAND SPRINGS
FY17 BUDGET AMENDMENTS
MUNICIPAL AUTHORITY GOLF COURSE FUND**

	ACTUALS FY2016	APPROVED BUDGET FY2017	YTD PROCESSED AMENDMENTS	CURRENT BUDGET FY2017	AMENDMENTS	RESTATED BUDGET FY2017
Beginning Unrestricted Net Assets	\$ 191,814	\$ 12,343	\$ -	\$ 12,343	\$ 82,795	\$ 95,138
Operating Revenues	\$ 571,010	\$ 522,800	\$ -	\$ 522,800	\$ -	\$ 522,800
Non-Operating Revenues	32,103	530	-	530	-	530
Other Financing Sources	13,241	-	-	-	-	-
Transfers In	220,000	250,000	-	250,000	-	250,000
Total Revenues	\$ 836,354	\$ 773,330	\$ -	\$ 773,330	\$ -	\$ 773,330
Golf Pro	\$ 465,085	\$ 314,547	\$ -	\$ 314,547	\$ 9,882	\$ 324,429
Golf Maintenance	399,958	394,189	-	394,189	3,530	397,719
Bad Debt	-	800	-	800	-	800
Depreciation	151,806	161,730	-	161,730	-	161,730
Indirect Cost	18,026	19,096	-	19,096	-	19,096
Non-Operating Expenses	7,684	5,000	-	5,000	-	5,000
Transfer out	26,703	25,500	-	25,500	-	25,500
Total Expenses & Transfers Out	\$ 1,069,262	\$ 920,862	\$ -	\$ 920,862	\$ 13,412	\$ 934,274
Invested in capital assets, net of related debt	(136,232)	(161,730)	-	(161,730)	-	(161,730)
Ending Unrestricted Net Assets	\$ 95,138	\$ 26,541	\$ -	\$ 26,541	\$ 55,971	\$ 95,924

**CITY OF SAND SPRINGS
FY17 BUDGET AMENDMENTS
MUNICIPAL AUTHORITY SHORT TERM CAPITAL FUND**

	<u>ACTUALS</u> <u>FY2016</u>	<u>APPROVED</u> <u>BUDGET</u> <u>FY2017</u>	<u>YTD</u> <u>PROCESSED</u> <u>AMENDMENTS</u>	<u>CURRENT</u> <u>BUDGET</u> <u>FY2017</u>	<u>AMENDMENTS</u>	<u>RESTATED</u> <u>BUDGET</u> <u>FY2017</u>
Beginning Net Assets	\$ 159,917	\$ 192,756	\$ -	\$ 192,756	\$ 255,116	\$ 447,872
Revenues	\$ 10,400	\$ 15	\$ -	\$ 15	\$ -	\$ 15
Transfers In	372,175	-	-	-	-	-
Total Revenue & Transfers In	\$ 382,575	\$ 15	\$ -	\$ 15	\$ -	\$ 15
Water Maint & Operations	\$ 27,551	\$ -	\$ -	\$ -	\$ -	\$ -
Water Treatment	-	-	-	-	-	-
Wastewater Maint & Operations	34,617	-	-	-	28,131	28,131
Wastewater Environmental Compliance	4,066	-	-	-	-	-
Solid Waste Residential	21,239	-	-	-	237,243	237,243
Solid Waste Commercial	7,147	-	-	-	-	-
Engineering	-	-	-	-	-	-
Transfer Out	-	-	-	-	-	-
Total Expenses & Transfers Out	\$ 94,620	\$ -	\$ -	\$ -	\$ 265,374	\$ 265,374
Ending Net Assets	\$ 447,872	\$ 192,771	\$ -	\$ 192,771	\$ (10,258)	\$ 182,513

**CITY OF SAND SPRINGS
FY17 BUDGET AMENDMENTS
SPECIAL REVENUE FUNDS**

<u>Fund</u>		<u>ACTUALS</u> <u>FY2016</u>	<u>APPROVED</u> <u>BUDGET</u> <u>FY2017</u>	<u>YTD</u> <u>PROCESSED</u> <u>AMENDMENTS</u>	<u>CURRENT</u> <u>BUDGET</u> <u>FY2017</u>	<u>AMENDMENTS</u>	<u>RESTATED</u> <u>BUDGET</u> <u>FY2017</u>
Special Progam	Beginning Fund Balance	\$ 119,121	\$ 11,117	\$ -	\$ 11,117	\$ 113,030	\$ 124,147
	Revenues & Transfers In	\$ 42,867	\$ 3,200	\$ -	\$ 3,200	\$ -	\$ 3,200
	Police Expenditures	36,988	10,466	-	10,466	103,144	113,610
	Animal Control	-	1	-	1	870	871
	Fire Expenditures	853	650	-	650	3,359	4,009
	Parks- Ray Brown Park	-	-	-	-	5,034	5,034
	Transfer Out	-	-	-	-	-	-
	Total Expenditures & Trans Out	\$ 37,841	\$ 11,117	\$ -	\$ 11,117	\$ 112,408	\$ 123,525
	Ending Fund Balance	\$ 124,147	\$ 3,200	\$ -	\$ 3,200	\$ 622	\$ 3,822
GF Short-term Capital	Beginning Fund Balance	\$ 491,351	\$ 408,444	\$ -	\$ 408,444	\$ 223,870	\$ 632,314
	Revenues & Transfers In	\$ 389,424	\$ 127,726	\$ -	\$ 127,726	\$ 340	\$ 128,066
	Facilities Management	-	-	-	-	22,003	22,003
	Police	151,785	-	-	-	340	340
	Animal Control	-	-	-	-	-	-
	Communications	1,676	-	-	-	-	-
	Emergency Management	-	-	-	-	5,545	5,545
	Fire	-	-	-	-	-	-
	Street	-	-	-	-	147,937	147,937
	Parks & Recreation	-	-	-	-	-	-
	Public Works	-	-	-	-	7,808	7,808
	Other Expenditures & Trans Out	95,000	95,000	-	95,000	-	95,000
	Total Expenditures & Trans Out	\$ 248,462	\$ 95,000	\$ -	\$ 95,000	\$ 183,633	\$ 278,633
	Ending Fund Balance	\$ 632,314	\$ 441,170	\$ -	\$ 441,170	\$ 40,577	\$ 481,747

**CITY OF SAND SPRINGS
FY17 BUDGET AMENDMENTS
SPECIAL REVENUE FUNDS**

<u>Fund</u>		<u>ACTUALS FY2016</u>	<u>APPROVED BUDGET FY2017</u>	<u>YTD PROCESSED AMENDMENTS</u>	<u>CURRENT BUDGET FY2017</u>	<u>AMENDMENTS</u>	<u>RESTATED BUDGET FY2017</u>
CDBG - EDIF Fund	Beginning Fund Balance	\$ 26,050	\$ 26,050	\$ -	\$ 26,050	\$ -	\$ 26,050
	Revenues & Transfers In	\$ -	\$ -	\$ -	\$ -	\$ 155,910	\$ 155,910
	CDBG 2011- 581203	-	-	-	-	-	-
	CDBG 2012- 581204	-	-	-	-	-	-
	CDBG 2013- 581301	-	-	-	-	20,199	20,199
	CDBG 2014- 581401	-	-	-	-	73,388	73,388
	CDBG 2015- 581501	-	-	-	-	62,323	62,323
Total Expenditures & Trans Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 155,910	\$ 155,910
Ending Fund Balance	\$ 26,050	\$ 26,050	\$ -	\$ 26,050	\$ -	\$ 26,050	
Parks & Recreation	Beginning Fund Balance	\$ 245,216	\$ 32,716	\$ -	\$ 32,716	\$ (3,486)	\$ 29,230
	Revenues & Transfers In	\$ 4,014	\$ 7,500	\$ -	\$ 7,500	\$ -	\$ 7,500
	Expenditures	\$ 220,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Ending Fund Balance	\$ 29,230	\$ 40,216	\$ -	\$ 40,216	\$ (3,486)	\$ 36,730
ODOC Home Inv Fund	Beginning Fund Balance	\$ 51,539	\$ 51,536	\$ -	\$ 51,536	\$ 26	\$ 51,562
	Revenues & Transfers In	\$ 23	\$ 20	\$ -	\$ 20	\$ -	\$ 20
	Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ 51,562	\$ 51,556	\$ -	\$ 51,556	\$ 26	\$ 51,582	

**CITY OF SAND SPRINGS
FY17 BUDGET AMENDMENTS
SPECIAL REVENUE FUNDS**

<u>Fund</u>		<u>ACTUALS FY2016</u>	<u>APPROVED BUDGET FY2017</u>	<u>YTD PROCESSED AMENDMENTS</u>	<u>CURRENT BUDGET FY2017</u>	<u>AMENDMENTS</u>	<u>RESTATED BUDGET FY2017</u>
Sinking Fund	Beginning Fund Balance	\$ 738,998	\$ 885,390	\$ -	\$ 885,390	\$ (102,194)	\$ 783,196
	Revenues & Transfers In	\$ 3,657,752	\$ 1,337,280	\$ -	\$ 1,337,280	\$ -	\$ 1,337,280
	Expenditures	\$ 3,613,554	\$ 1,209,965	\$ -	\$ 1,209,965	\$ -	\$ 1,209,965
	Ending Fund Balance	<u>\$ 783,196</u>	<u>\$ 1,012,705</u>	<u>\$ -</u>	<u>\$ 1,012,705</u>	<u>\$ (102,194)</u>	<u>\$ 910,511</u>

**CITY OF SAND SPRINGS
 FY17 BUDGET AMENDMENTS
 TAX INCREMENTAL DISTRICT FUNDS**

<u>Fund</u>		<u>ACTUALS</u> <u>FY2015</u>	<u>APPROVED</u> <u>BUDGET</u> <u>FY2016</u>	<u>YTD</u> <u>PROCESSED</u> <u>AMENDMENTS</u>	<u>CURRENT</u> <u>BUDGET</u> <u>FY2016</u>	<u>AMENDMENTS</u>	<u>RESTATED</u> <u>BUDGET</u> <u>FY2016</u>
TID #1 Cimarron Center	Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Revenues & Transfers In	\$ 532,443	\$ 750,000	\$ -	\$ 750,000	\$ 397,595	\$ 1,147,595
	Expenditures	\$ 532,443	\$ 750,000	\$ -	\$ 750,000	\$ 397,595	\$ 1,147,595
	Ending Fund Balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**CITY OF SAND SPRINGS
FY17 BUDGET AMENDMENTS
CAPITAL PROJECTS**

<u>Fund</u>	<u>PROJECTS</u>	<u>ACTUALS FY2016</u>	<u>APPROVED BUDGET FY2017</u>	<u>YTD PROCESSED AMENDMENTS</u>	<u>CURRENT BUDGET FY2017</u>	<u>AMENDMENTS</u>	<u>RESTATED BUDGET FY2017</u>
Capital Improvement	Beginning Fund Balance	\$ 745,408	\$ 154,281	\$ -	\$ 154,281	\$ 732,589	\$ 886,870
	Revenue	1,978	760	-	760	42,000	42,760
	Other Financing Sources	166,900	30,000	-	30,000	-	30,000
	Total Revenues & Financing Sources	\$ 168,878	\$ 30,760	\$ -	\$ 30,760	\$ 42,000	\$ 72,760
	Shell Creek Lake Prop Impr	-				50,000	50,000
	Public Works Facility Impr	-	-			7,000	7,000
	Emergency Weather Sirens	-				4,660	4,660
	SS Rotary Centennial Park	1,023				2,670	2,670
	DT Tree/Sidewalk Replace	-				15,817	15,817
	SS Lake Spillway Improv	13,220				32,441	32,441
	Golf Course Pond Improv	-	-			100,400	100,400
	River West (RCC)	7,563				45,334	45,334
	Energy Conservation Fund	-				246	246
	Ray Brown Parking Overlay	-				5,550	5,550
	Golf Course Gated Entry	-				919	919
	Golf Course Cart Path Repairs	-				5,000	5,000
	Property Purchase	-				31,500	31,500
	Highway 97 Trail Repairs	-				12,611	12,611
	River City Park Road Repairs	-				549	549
	Sand Springs Lake Parking Impr	-				23,810	23,810
	Lincoln Building Roof Replacement	-	-			2,611	2,611
	WW Headworks OH Door Repair	-	-			1,933	1,933
	Golf Course Pro Shop Improvements	5,610				-	-
	River West Trail Improvements (RCC)	-	-			20	20
	River West Street Lighting (RCC)	-	-			350,000	350,000
	City Hall Improvements	-	-			10,900	10,900
	Fleet Remediation	-	-			10,000	10,000
	Fire Station Kitchen Cabinets	-	-			15,200	15,200
	Dudley Complex Demolition	-	-			10,800	10,800
	Overhead door Lifts	-	30,000		30,000	-	30,000
	Equipment Canopies	-	102,000		102,000	-	102,000
	Sidewalk Master Plan-TSET	-	-			50,000	50,000
	Total Expenses & Transfers Out	\$ 27,416	\$ 132,000	\$ -	\$ 132,000	\$ 789,971	\$ 921,971
	Ending Fund Balance	\$ 886,870	\$ 53,041	\$ -	\$ 53,041	\$ (15,382)	\$ 37,659

**CITY OF SAND SPRINGS
FY17 BUDGET AMENDMENTS
CAPITAL PROJECTS**

<u>Fund</u>	<u>PROJECTS</u>	<u>ACTUALS FY2016</u>	<u>APPROVED BUDGET FY2017</u>	<u>YTD PROCESSED AMENDMENTS</u>	<u>CURRENT BUDGET FY2017</u>	<u>AMENDMENTS</u>	<u>RESTATED BUDGET FY2017</u>
GO Bond 2014	Beginning Fund Balance	\$ 1,584,811	\$ 2,741	\$ -	\$ 2,741	\$ 189,588	\$ 192,329
	Revenue	42,590	500	-	500	20,090	20,590
	Other Financing Sources	200,000	-	-	-	-	-
	Total Revenues & Financing Sources	\$ 242,590	\$ 500	\$ -	\$ 500	\$ 20,090	\$ 20,590
	Legal & Administration	-	-	-	-	-	-
	Park Improvements	1,334,433	-	-	-	148,152	148,152
	Golf Course Improvements	7,631	-	-	-	13,316	13,316
	Museum Improvements	293,008	-	-	-	14,369	14,369
	Keystone Ancient Forest Improvements	-	-	-	-	36,632	36,632
	Total Expenses & Transfers Out	\$ 1,635,072	\$ -	\$ -	\$ -	\$ 212,469	\$ 212,469
	Ending Fund Balance	\$ 192,329	\$ 3,241	\$ -	\$ 3,241	\$ (2,791)	\$ 450
GO Bond 2006	Beginning Fund Balance	\$ 65,927	\$ 9	\$ -	\$ 9	\$ 18,893	\$ 18,902
	Revenue	6	-	-	-	-	-
	Other Financing Sources	-	-	-	-	-	-
	Total Revenues & Financing Sources	\$ 6	\$ -	\$ -	\$ -	\$ -	\$ -
	Fire Station Land Acquisition	7,500	-	-	-	18,902	18,902
	Street Overlays	-	-	-	-	-	-
	Community Center	-	-	-	-	-	-
	Transfers Out	39,531	-	-	-	-	-
	Total Expenses & Transfers Out	\$ 47,031	\$ -	\$ -	\$ -	\$ 18,902	\$ 18,902
	Ending Fund Balance	\$ 18,902	\$ 9	\$ -	\$ 9	\$ (9)	\$ -

**CITY OF SAND SPRINGS
FY17 BUDGET AMENDMENTS
CAPITAL PROJECTS**

<u>Fund</u>	<u>PROJECTS</u>	<u>ACTUALS FY2016</u>	<u>APPROVED BUDGET FY2017</u>	<u>YTD PROCESSED AMENDMENTS</u>	<u>CURRENT BUDGET FY2017</u>	<u>AMENDMENTS</u>	<u>RESTATED BUDGET FY2017</u>
Street Improvement	Beginning Fund Balance	\$ 7,566,362	\$ 178,719	\$ -	\$ 178,719	\$ 7,991,762	\$ 8,170,481
	Revenue	64,575	33,790	-	33,790	1,750,000	1,783,790
	Other Financing Sources	1,569,299	1,542,598	-	1,542,598	39,531	1,582,129
	Total Revenues & Financing Sources	\$ 1,633,874	\$ 1,576,388	\$ -	\$ 1,576,388	\$ 1,789,531	\$ 3,365,919
	Main Street Improvements	63,620	-	-	-	7,036,854	7,036,854
	Airport Access Road	-	70,000	-	70,000	450,000	520,000
	Highway 97 Widening	277,600	-	-	-	43,490	43,490
	113th W Ave Widening	40,353	120,000	-	120,000	449,944	569,944
	Roadway Striping (Thermo)	-	-	-	-	40,000	40,000
	School Crosswalk Striping	-	10,000	-	10,000	10,000	20,000
	Park Road Trail	19,523	-	-	-	179,157	179,157
	Project Design Assistance	6,194	6,534	-	6,534	972	7,506
	113th W Ave Widening-Ph 2	64,593	520,000	-	520,000	310,305	830,305
	113th W Ave Widening-Ph 3	-	610,000	-	610,000	97,859	707,859
	Traffic Signal Upgrades	190,592	100,000	-	100,000	4,408	104,408
	River West Construction	297,481	-	-	-	92,988	92,988
	Bridge Rehabilitation	17,973	50,000	-	50,000	132,027	182,027
	2016 Street Overlays	-	-	-	-	765,000	765,000
	Pavement Rehab	-	-	-	-	60,000	60,000
	41st Street Improvements	2,100	20,000	-	20,000	97,900	117,900
	Underpass Improvements (Hwy97,Adams)	-	200,000	-	200,000	6,903	206,903
	Morrow & Adams RR Signals	18,097	-	-	-	-	-
	Transfers Out	-	-	-	-	-	-
	Total Expenses & Transfers Out	\$ 1,029,755	\$ 1,706,534	\$ -	\$ 1,706,534	\$ 9,777,808	\$ 11,484,342
	Ending Fund Balance	\$ 8,170,481	\$ 48,573	\$ -	\$ 48,573	\$ 3,485	\$ 52,058

**CITY OF SAND SPRINGS
FY17 BUDGET AMENDMENTS
CAPITAL PROJECTS**

<u>Fund</u>	<u>PROJECTS</u>	<u>ACTUALS FY2016</u>	<u>APPROVED BUDGET FY2017</u>	<u>YTD PROCESSED AMENDMENTS</u>	<u>CURRENT BUDGET FY2017</u>	<u>AMENDMENTS</u>	<u>RESTATED BUDGET FY2017</u>
Stormwater Cap Improv	Beginning Fund Balance	\$ 3,356,852	\$ 28,782	\$ -	\$ 28,782	\$ 4,054,419	\$ 4,083,201
	Revenue	13,710	6,930	-	6,930	-	6,930
	Other Financing Sources	1,000,000	1,000,000	-	1,000,000	-	1,000,000
	Total Revenues & Financing Sources	\$ 1,013,710	\$ 1,006,930	\$ -	\$ 1,006,930	\$ -	\$ 1,006,930
	Misc. Drainage Improvements	-	-	-	-	30,000	30,000
	10th St Culvert Replacement	287,361	-	-	-	62,639	62,639
	Main St Drainage Impr (\$2.9m)	-	-	-	-	2,395,000	2,395,000
	Pecan-Woodland East Diversion	-	1,000,000	-	1,000,000	1,050,000	2,050,000
	Meadow Valley Flood Acquisitions	-	-	-	-	350,000	350,000
	Levee District #12 Ph 2 Assess	-	-	-	-	160,000	160,000
	Transfers Out	-	-	-	-	-	-
	Total Expenses & Transfers Out	\$ 287,361	\$ 1,000,000	\$ -	\$ 1,000,000	\$ 4,047,639	\$ 5,047,639
	Ending Fund Balance	\$ 4,083,201	\$ 35,712	\$ -	\$ 35,712	\$ 6,780	\$ 42,492

**CITY OF SAND SPRINGS
FY17 BUDGET AMENDMENTS
CAPITAL PROJECTS**

<u>Fund</u>	<u>PROJECTS</u>	<u>ACTUALS FY2016</u>	<u>APPROVED BUDGET FY2017</u>	<u>YTD PROCESSED AMENDMENTS</u>	<u>CURRENT BUDGET FY2017</u>	<u>AMENDMENTS</u>	<u>RESTATED BUDGET FY2017</u>
Capital Improvement Water & Wastewater	Beginning Fund Balance	\$ 9,836,601	\$ 1,619,917	\$ -	\$ 1,619,917	\$ 6,729,296	\$ 8,349,213
	Revenue	74,664	69,160	-	69,160	-	69,160
	Other Financing Sources (Uses)	12,792,085	3,085,195	-	3,085,195	-	3,085,195
	Total Revenues & Financing Sources	\$ 12,866,749	\$ 3,154,355	\$ -	\$ 3,154,355	\$ -	\$ 3,154,355
	San Swr Lift Station Rehab	51,507	-	-	-	78,741	78,741
	Water Pump Stations Rehab.	21,485	20,000	-	20,000	71,798	91,798
	2" Water Line Replacements	35,334	10,000	-	10,000	116,843	126,843
	Wtr Distribution Flow Meter	6,573	-	-	-	52,229	52,229
	Shell Lake Dam Improvements	28,535	60,000	-	60,000	111,410	171,410
	Hwy 97 12" WL	-	-	-	-	56,798	56,798
	Chlorine Residual Improvement	19,246	15,000	-	15,000	81,535	96,535
	San Sewer Line Replacement	42,469	-	-	-	689,063	689,063
	WTP Influent Valve Rehap	-	-	-	-	50,000	50,000
	Blending Vault Improvement	-	-	-	-	97,900	97,900
	Shell Lake Dam Rehab Study	-	-	-	-	25,000	25,000
	WTP Chlorine Containment	-	-	-	-	50,000	50,000
	Lagoon Rehab	-	-	-	-	20,000	20,000
	Sewer LS Generator Improv	45,105	45,105	-	45,105	4,895	50,000
	AMR Equip For New Water Tap	-	-	-	-	35,540	35,540
	Meters for New Water Taps	11,120	-	-	-	43,880	43,880
	WTP Improvements	33,316	-	-	-	79,391	79,391
	WWTP Improvements	221,509	-	-	-	104,932	104,932
Meter Vault Improvements	-	-	-	-	87,529	87,529	
Emergency Repairs	-	-	-	-	200,000	200,000	
SCADA Upgrades (Water)	-	-	-	-	38,123	38,123	
73rd W Ave Water Line Repl (new)	-	-	-	-	20,000	20,000	
209th Water BPS Impr	371	-	-	-	1,425	1,425	
McKinley Tanks (.5mg tank)	763,212	-	-	-	136,477	136,477	

**CITY OF SAND SPRINGS
FY17 BUDGET AMENDMENTS
CAPITAL PROJECTS**

<u>Fund</u>	<u>PROJECTS</u>	<u>ACTUALS FY2016</u>	<u>APPROVED BUDGET FY2017</u>	<u>YTD PROCESSED AMENDMENTS</u>	<u>CURRENT BUDGET FY2017</u>	<u>AMENDMENTS</u>	<u>RESTATED BUDGET FY2017</u>
Capital Improvement Water & Wastewater (cont.)	Water Distribution	19,897	-	-	-	99,376	99,376
	Wastewater Collection	16,815	70,000	-	70,000	-	70,000
	Fire Hydrant Replacement	42,136	25,000	-	25,000	20,733	45,733
	Wtr Tanks Inspec/Rehab	567,621	-	-	-	225,479	225,479
	WWTP Belt Filter Press Upgrade	23,512	-	-	-	166,488	166,488
	South Side Water Control Valve	125,229	-	-	-	24,771	24,771
	Shell Lake RWCS	-	-	-	-	150,000	150,000
	WTP Filter Backwash Pumps	62,114	1,200,000	-	1,200,000	37,886	1,237,886
	Coyote Trail Standpipe	466,340	-	-	-	93,660	93,660
	Prue Water Tank Rehab	-	600,000	-	600,000	-	600,000
	W McKinley Tank Rehab	-	1,300,000	-	1,300,000	-	1,300,000
	Hwy 51 Tank Rehab	-	300,000	-	300,000	-	300,000
	McKinley South Tank Replacement	-	55,000	-	55,000	-	55,000
	Spring Lake Campus (Rev Bond)	1,894,710	-	-	-	310,516	310,516
	41st Street Water Tower (Rev Bond)	-	-	-	-	41,595	41,595
	WWTP Improvements (Rev Bond)	9,055,982	-	-	-	3,387,118	3,387,118
	Transfers Out	800,000	800,000	-	800,000	-	800,000
	Total Expenses & Transfers Out		\$ 14,354,137	\$ 4,500,105	\$ -	\$ 4,500,105	\$ 6,811,130
Ending Fund Balance		\$ 8,349,213	\$ 274,167	\$ -	\$ 274,167	\$ (81,834)	\$ 192,333
Airport Construction	Beginning Fund Balance	\$ 120,108	\$ 20,527	\$ -	\$ 20,527	\$ 62,772	\$ 83,299
	Revenue	354,150	15	131,490	131,505	-	131,505
	Other Financing Sources	-	20,000	-	20,000	-	20,000
	Total Revenues & Financing Sources	\$ 354,150	\$ 20,015	\$ 131,490	\$ 151,505	\$ -	\$ 151,505
	Terminal Bldg Remodel	-	-	-	-	40,000	40,000
	Signage Improvements	-	-	-	-	2,000	2,000
	Outdoor Improvements	-	-	-	-	16,500	16,500
	ODALS-Omni Dir Lighting	390,959	-	-	-	-	-
	Regional Detention NW Apron	-	-	-	-	5,000	5,000
	PAPI & Electrical Vault (match)	-	30,000	131,490	161,490	-	161,490
	Transfers Out	-	-	-	-	-	-
	Total Expenses & Transfers Out	\$ 390,959	\$ 30,000	\$ 131,490	\$ 161,490	\$ 63,500	\$ 224,990
	Ending Fund Balance	\$ 83,299	\$ 10,542	\$ -	\$ 10,542	\$ (728)	\$ 9,814

**CITY OF SAND SPRINGS
FY17 BUDGET AMENDMENTS
CAPITAL PROJECTS**

<u>Fund</u>	<u>PROJECTS</u>	<u>ACTUALS FY2016</u>	<u>APPROVED BUDGET FY2017</u>	<u>YTD PROCESSED AMENDMENTS</u>	<u>CURRENT BUDGET FY2017</u>	<u>AMENDMENTS</u>	<u>RESTATE D BUDGET FY2017</u>
Vision 2025	Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ (34,926)	\$ (34,926)
	Revenue	-	-	2,000,000	2,000,000	2,701,937	4,701,937
	Other Financing Sources	603,364	-	-	-	-	-
	Total Revenues & Financing Sources	\$ 603,364	\$ -	\$ 2,000,000	\$ 2,000,000	\$ 2,701,937	\$ 4,701,937
	Prop 2 Economic Development	-	-	-	-	292,075	292,075
	Parks & Recreation-Event Fac	394,724	-	-	-	1,198,915	1,198,915
	Parks & Recreation-Comm Enrichmnt	243,566	-	2,000,000	2,000,000	1,176,021	3,176,021
	Transfers Out	-	-	-	-	-	-
	Total Expenses & Transfers Out	\$ 638,290	\$ -	\$ 2,000,000	\$ 2,000,000	\$ 2,667,011	\$ 4,667,011
	Ending Fund Balance	\$ (34,926)	\$ -	\$ -	\$ -	\$ (0)	\$ (0)
GC Cap Impr Fund	Beginning Fund Balance	\$ 54,129	\$ 25,511	\$ -	\$ 25,511	\$ 55,329	\$ 80,840
	Revenue	8	10	-	10	-	10
	Other Financing Sources	26,703	25,500	-	25,500	-	25,500
	Total Revenues & Financing Sources	\$ 26,711	\$ 25,510	\$ -	\$ 25,510	\$ -	\$ 25,510
	Golf Course Improvements	-	45,000	-	45,000	54,128	99,128
	Total Expenses & Transfers Out	\$ -	\$ 45,000	\$ -	\$ 45,000	\$ 54,128	\$ 99,128
	Ending Fund Balance	\$ 80,840	\$ 6,021	\$ -	\$ 6,021	\$ 1,201	\$ 7,222
Water Meter Repl Fund	Beginning Fund Balance	\$ 602,486	\$ 1,886	\$ -	\$ 1,886	\$ 812,589	\$ 814,475
	Revenue	11,989	400	-	400	-	400
	Other Financing Sources	200,000	200,000	-	200,000	-	200,000
	Total Revenues & Financing Sources	\$ 211,989	\$ 200,400	\$ -	\$ 200,400	\$ -	\$ 200,400
	Water Meter Replacements	-	200,000	-	200,000	(200,000)	-
	AMR Equipment	-	-	350,000	350,000	-	350,000
	Total Expenses & Transfers Out	\$ -	\$ 200,000	\$ 350,000	\$ 550,000	\$ (200,000)	\$ 350,000
	Invested in capital assets	-	-	-	-	-	-
	Ending Fund Balance	\$ 814,475	\$ 2,286	\$ (350,000)	\$ (347,714)	\$ 1,012,589	\$ 664,875

**CITY OF SAND SPRINGS
FY17 BUDGET AMENDMENTS
CAPITAL PROJECTS**

<u>Fund</u>	<u>PROJECTS</u>	<u>ACTUALS FY2016</u>	<u>APPROVED BUDGET FY2017</u>	<u>YTD PROCESSED AMENDMENTS</u>	<u>CURRENT BUDGET FY2017</u>	<u>AMENDMENTS</u>	<u>RESTATED BUDGET FY2017</u>
Pub Safety Cap Impr Fund	Beginning Fund Balance	\$ -	\$ (15,573,274)	\$ -	\$ (15,573,274)	\$ 14,669,657	\$ (903,617)
	Revenue	6,096	3,000	-	3,000	-	3,000
	Other Financing Sources	-	-	-	-	-	-
	Transfers In	-	691,509	-	691,509	-	691,509
	Total Revenues & Financing Sources	\$ 6,096	\$ 694,509	\$ -	\$ 694,509	\$ -	\$ 694,509
	Legal & Administration	696,715	-	-	-	-	-
	Public Safety Complex	-	-	-	-	14,632,655	14,632,655
	Public Safety Schools	13,399	-	-	-	236,601	236,601
	Other Financing Uses/ Transfers Out	199,599	467,764	-	467,764	-	467,764
	Total Expenses & Transfers Out	\$ 909,713	\$ 467,764	\$ -	\$ 467,764	\$ 14,869,255	\$ 15,337,019
	Invested in capital assets	-	-	-	-	-	-
	Ending Fund Balance	\$ (903,617)	\$ (15,346,529)	\$ -	\$ (15,346,529)	\$ (199,598)	\$ (15,546,127)

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 19th day of

Oct, 2014.



Janice L Almy
Notary Public

My Commission Expires _____

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

10/24/2016

210 GENERAL FUND

000927	AMERICAN FIDELITY ASSURANCE	AMF SUPPL-OCT 2016	2,646.96
001126	AMERICAN MUNICIPAL SERVICES CORP	SEP 2016	531.20
000932	CLEET	COURT COSTS-SEP 2016	1,079.32
001127	FLEX ACCOUNT ADMINISTRATION	FLEX SPENDING CON-OCT2016	4,618.73
PR1014	FRATERNAL ORDER OF POLICE	PPE 10/07/2016	750.00
PR1014	INT'L ASSOC OF FIREFIGHTERS	PPE 10/07/2016	652.00
PI1591	LOCKE SUPPLY	ROYAL URINAL KIT	55.22
001053	NEOFUNDS BY NEOPOST	POSTAGE - OCT 2016	848.78
000934	NEW BENEFITS LTD	AMF IDENTITY-SEP 2016	80.00
000937	NEW BENEFITS LTD	AMF IDENTITY-AUG 2016	80.00
000940	OK UNIFORM BLDG CODE COMMISSION	OK UNI BLDG CODE JULY2016	196.00
PR1014	OKLAHOMA FIREFIGHTERS PENSION BRD	PP# 21 PPE 10/07/2016	17,523.45
PR1014	OKLAHOMA POLICE PENSION	PP#21 PPE 10/07/2016	13,553.28
000933	OSBI	COURT COSTS-SEP 2016	1,121.89
PR1014	SS FIREFIGHTERS STATION FUND	PPE 10/07/2016	251.00
PR1014	TULSA AREA UNITED WAY INC	PAYROLL SUMMARY	159.43
PR1014	TULSA AREA UNITED WAY INC	PAYROLL SUMMARY	167.45
PR1014	WORKS & LENTZ, INC	PAYROLL SUMMARY	176.27
	TOTAL		44,490.98

MUNICIPAL COURT

170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	WCV 1400175 - WRK COMP	1,275.50
	MUNICIPAL COURT ADMINISTRATION TOTAL		1,275.50

CITY MANAGER

000962	BANK OF AMERICA	COMFORT INN & SUITES	137.58
000963	BANK OF AMERICA	COMFORT INN & SUITES	132.59
000964	BANK OF AMERICA	AUDITORIUM PLAZA GARAG	12.00
000965	BANK OF AMERICA	AUDITORIUM PLAZA GARAG	12.00
000966	BANK OF AMERICA	COMFORT INN & SUITES	134.09
000987	BANK OF AMERICA	CDW GOVERNMENT	353.68
000961	BANK OF AMERICA	PAYPAL CITY MGMT A	540.00

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

10/24/2016

001141	CITY OF SAND SPRINGS	SS ROTARY CLUB	20.00
001142	CITY OF SAND SPRINGS	SS ROTARY CLUB	20.00
170372	GRAY, ELIZABETH	ICMA ANNUAL CONF FOR CTY	310.07
170451	GRAY, ELIZABETH	OML AWARDS PRESENTATION	129.04
170449	GRAY, ELIZABETH	MILEAGE REIMBURSEMENT	297.00
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	WCV 1400175 - WRK COMP	2,900.75
170498	OKLAHOMA MUNICIPAL LEAGUE	OML ANNUAL CONF & EXPO	25.00
000940	VERIZON WIRELESS	VERIZON WIRELESS	40.01
CITY MANAGER ADMINISTRATION TOTAL			5,063.81

CITY CLERK

170450	ALMY, JANICE	MILEAGE REIMBURSEMENT	133.84
000972	BANK OF AMERICA	OKLAHOMA MUNICIPAL LEAGUE	95.00
000981	BANK OF AMERICA	CTR EXEC & PROF DEV	199.00
001153	CITY OF SAND SPRINGS	FILING FOR LIEN	13.00
170070	EXPRESS SERVICES INC	TEMP LABOR W/E 090416	728.00
170070	EXPRESS SERVICES INC	TEMP LABOR W/E 9.11.16	145.60
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	WCV 1400175 - WRK COMP	1,232.50
170152	TULSA COUNTY CLERK	MON RECORDING FILINGS	585.00
170155	TULSA WORLD MEDIA COMPANY	ADS/ ORD NO 1288 & 1289	316.28
000941	VERIZON WIRELESS	VERIZON WIRELESS	40.01
CITY CLERK CITY CLERK TOTAL			3,488.23

GENERAL ADMINISTRATION

000968	BANK OF AMERICA	ARBY'S 0687	15.00
000969	BANK OF AMERICA	SUBWAY 03117058	15.00
000970	BANK OF AMERICA	PIZZA HUT	55.82
000967	BANK OF AMERICA	RENAISSANCE OKC CONVEN	453.23
000971	BANK OF AMERICA	OKLAHOMA MUNICIPAL LEAGUE	175.00
000977	BANK OF AMERICA	OKLAHOMA MUNICIPAL LEAGUE	85.00
000978	BANK OF AMERICA	OKLAHOMA MUNICIPAL LEAGUE	565.00
170315	BURDGE, MIKE	OML ANN CONF&EXP O9 13-15	117.90
170464	DRAKE SYSTEMS, INC	ECOSYS COLOR COPIER	2,485.00
170316	FOTHERGILL, JOHN	OML ANN CONF & EXPO-OKC	117.90
170453	PHIL NOLLAN	OML CONFERENCE-91416	140.93

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

10/24/2016

GENERAL ADMINISTRATION GENERAL ADMINISTRATION TOTAL 4,225.78

PLANNING & DEVELOPMENT

000974	BANK OF AMERICA	OKCOUNTYRECORDS COM	25.00
001134	CITY OF SAND SPRINGS	TRAVEL RECON	49.30
170292	INCOG	2ND QTR MBSHIP 2016/2017	3,633.50
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	WCV 1400175 - WRK COMP	1,130.00
170115	SAND SPRINGS AWARDS CO	DESK NAMEPLATE	30.00
170513	SIGN IT INC	SUP SPECIFIC USE PERMIT	75.00
000957	VERIZON WIRELESS	VERIZON WIRELESS	80.02
PLANNING & DEVELOPMENT ADMINISTRATION TOTAL			5,022.82

HUMAN RESOURCES

170006	AMERICAN CHECKED INC	K.J. - BACKGROUND CKS	15.00
001010	BANK OF AMERICA	I D WHOLESALERS	399.00
001144	CITY OF SAND SPRINGS	SS TAG AGENCY	25.00
001150	CITY OF SAND SPRINGS	SS TAG AGENCY	25.00
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	WCV 1400175 - WRK COMP	999.50
000942	VERIZON WIRELESS	VERIZON WIRELESS	40.01
HUMAN RESOURCES ADMINISTRATION TOTAL			1,503.51

FINANCE

170431	BLX GROUP LLC	PREP FINAL ARBITRAGE RRPT	1,500.00
161335	CRAWFORD & ASSOCIATES PC	CONSULTING SRVCS-FIN STMN	285.00
001055	NEOFUNDS BY NEOPOST	LATE FEE - OCT 2016	35.00
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	WCV 1400175 - WRK COMP	3,244.00
170136	STANDLEY SYSTEMS	COPIES OVERAGE	8.30
000943	VERIZON WIRELESS	VERIZON WIRELESS	80.02
FINANCE ADMINISTRATION TOTAL			5,152.32

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

10/24/2016

CITY ATTORNEY

170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	WCV 1400175 - WRK COMP	103.75
	CITY ATTORNEY ADMINISTRATION TOTAL		103.75

INFORMATION SERVICES

001051	A T & T	AT&T	50.00
001132	CITY OF SAND SPRINGS	TRAVEL RECON-CS	21.60
001060	COX COMMUNICATIONS CENTRAL II INC	COX	762.48
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	WCV 1400175 - WRK COMP	1,057.75
000944	VERIZON WIRELESS	VERIZON WIRELESS	80.02
	INFORMATION SERVICES ADMINISTRATION TOTAL		1,971.85

FACILITIES MANAGEMENT

170405	ADMIRAL EXPRESS INC	ELEC STAPLER	65.29
001062	AMERICAN ELECTRIC POWER	AEP MISC BILLS	24.86
001063	AMERICAN ELECTRIC POWER	AEP MISC BILLS	675.16
001064	AMERICAN ELECTRIC POWER	AEP MISC BILLS	150.56
001065	AMERICAN ELECTRIC POWER	AEP MISC BILLS	337.58
001091	AMERICAN ELECTRIC POWER	AEP MASTER BILL	2,967.27
001092	AMERICAN ELECTRIC POWER	AEP MASTER BILL	372.36
001093	AMERICAN ELECTRIC POWER	AEP MASTER BILL	1,019.58
001094	AMERICAN ELECTRIC POWER	AEP MASTER BILL	358.10
001095	AMERICAN ELECTRIC POWER	AEP MASTER BILL	152.07
001096	AMERICAN ELECTRIC POWER	AEP MASTER BILL	160.64
001097	AMERICAN ELECTRIC POWER	AEP MASTER BILL	380.58
001098	AMERICAN ELECTRIC POWER	AEP MASTER BILL	190.06
170011	ATWOODS-SAND SPRINGS	WASP & HORNET SPRAY	11.97
170011	ATWOODS-SAND SPRINGS	WD-40 - AEROSOL	4.99
170011	ATWOODS-SAND SPRINGS	EPOXY GORILLA GLUE	6.99
170011	ATWOODS-SAND SPRINGS	EPOXY GORILLA GLUE	5.99
000991	BANK OF AMERICA	GRAYBAR ELECTRIC	115.87
000992	BANK OF AMERICA	STAN CARDER PLUMBING INC	110.00
000993	BANK OF AMERICA	STAN CARDER PLUMBING INC	105.00
000995	BANK OF AMERICA	CHARLEY'S SOUTHSIDE LOCK	11.50
000996	BANK OF AMERICA	STAN CARDER PLUMBING INC	105.00

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

10/24/2016

000997	BANK OF AMERICA	CHARLEY'S SOUTHSIDE LOCK	19.90
170129	CHARLES PEST CONTROL INC	MONTHLY PEST CONTROL	91.34
170129	CHARLES PEST CONTROL INC	MONTHLY PEST CONTROL	15.45
170129	CHARLES PEST CONTROL INC	MONTHLY PEST CONTROL	15.45
170129	CHARLES PEST CONTROL INC	MONTHLY PEST CONTROL	15.45
170129	CHARLES PEST CONTROL INC	MONTHLY PEST CONTROL	20.77
170129	CHARLES PEST CONTROL INC	MONTHLY PEST CONTROL	20.77
170129	CHARLES PEST CONTROL INC	MONTHLY PEST CONTROL	55.35
170088	LOCKE SUPPLY	GFNT1-1 IVY GFCI REC SELF	26.82
170088	LOCKE SUPPLY	EVAP FOAM- NO RINSE	48.87
170088	LOCKE SUPPLY	ISE BADGER 1/3 HP DISPOSA	76.72
170101	O'REILLY AUTO PARTS - S.S.	AIR, FUEL & OIL FILTER	38.99
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	WCV 1400175 - WRK COMP	2,183.75
000945	VERIZON WIRELESS	VERIZON WIRELESS	40.01
FACILITIES MANAGEMENT ADMINISTRATION TOTAL			10,001.06

FLEET MAINTENANCE

170003	ACME WHEEL ALIGNING CO	ALIGN FRONT-FORD CRWN VIC	35.00
170010	ATC FREIGHTLINER GROUP	PANEL - UNIT 5910	124.30
170011	ATWOODS-SAND SPRINGS	FUEL PUMP	249.99
170012	AUTOZONE	THERMOSTAT, WTR OUTLET GA	28.64
170018	BOB MOORE OF TULSA LLC	RADIO REPAIR	483.00
170021	CECIL & SONS DISCOUNT TIRES	275/55R20 SUMMIT TIRE TRA	123.45
170021	CECIL & SONS DISCOUNT TIRES	LT225/75R16 E 115/112 R	272.48
170025	COMDATA	FUEL PURCHASES-VAR DEPTS	19,070.34
170058	DANNY BECK CHEVROLET INC	ACTUAT	190.04
170084	LAMPTON WELDING SUPPLY	CYLINDER LEASE/RENTAL	109.05
170084	LAMPTON WELDING SUPPLY	CYLINDER LEASE/RENTALS	100.63
170101	O'REILLY AUTO PARTS - S.S.	AIR,OIL FILTERS, WIPERS	13.98
170101	O'REILLY AUTO PARTS - S.S.	CERAMIC PADS	134.06
170101	O'REILLY AUTO PARTS - S.S.	OIL & AIR FILTERS	13.69
170101	O'REILLY AUTO PARTS - S.S.	CAPSULE	12.78
170101	O'REILLY AUTO PARTS - S.S.	BLOWER MOTOR	108.10
170101	O'REILLY AUTO PARTS - S.S.	WIPER BLADES	47.44
170101	O'REILLY AUTO PARTS - S.S.	DIESEL, SHOCK, DISC PAD S	331.01
170101	O'REILLY AUTO PARTS - S.S.	MOTOR OIL	15.07
170101	O'REILLY AUTO PARTS - S.S.	COMPRESSOR	474.22
170101	O'REILLY AUTO PARTS - S.S.	COMPRESSOR	-10.00
170101	O'REILLY AUTO PARTS - S.S.	8OZ PAG OIL 46	9.99
170101	O'REILLY AUTO PARTS - S.S.	CALPR MT BLT	2.37

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

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170101	O'REILLY AUTO PARTS - S.S.	CERAMIC PADS	46.50
170101	O'REILLY AUTO PARTS - S.S.	BRK BOLT KIT	9.54
170101	O'REILLY AUTO PARTS - S.S.	CALPR MT BLT	-2.37
170101	O'REILLY AUTO PARTS - S.S.	8OZ PAG OIL 46	9.99
170101	O'REILLY AUTO PARTS - S.S.	TOGGLE SWITCH	4.99
170101	O'REILLY AUTO PARTS - S.S.	FIX A FLAT	9.99
170101	O'REILLY AUTO PARTS - S.S.	FUEL, CABIN, OIL FILTERS	127.10
170101	O'REILLY AUTO PARTS - S.S.	AIR,OIL FILTERS, GL-WIPER	13.98
170101	O'REILLY AUTO PARTS - S.S.	WIPER BLADES	36.04
170101	O'REILLY AUTO PARTS - S.S.	AIR & OIL FILTER	56.95
170101	O'REILLY AUTO PARTS - S.S.	8OZ PAG OIL46	9.99
170101	O'REILLY AUTO PARTS - S.S.	3 QTS SYNTH OIL	28.47
170101	O'REILLY AUTO PARTS - S.S.	AIR, FUEL & OIL FILTERS	172.91
170101	O'REILLY AUTO PARTS - S.S.	FILTER ELE	7.59
170101	O'REILLY AUTO PARTS - S.S.	2PK-KEYLESS	5.99
170101	O'REILLY AUTO PARTS - S.S.	AIR, OIL FILTERS	16.32
170101	O'REILLY AUTO PARTS - S.S.	COPPER PLUG	4.29
170101	O'REILLY AUTO PARTS - S.S.	DISC PAD SET	68.55
170101	O'REILLY AUTO PARTS - S.S.	BATTERY	111.32
170101	O'REILLY AUTO PARTS - S.S.	CTRL ARM ASY	69.71
170101	O'REILLY AUTO PARTS - S.S.	CTRL ARM ASSY	69.71
170101	O'REILLY AUTO PARTS - S.S.	SWAY LINK KIT	104.82
170101	O'REILLY AUTO PARTS - S.S.	DISC PAD SET	40.10
170101	O'REILLY AUTO PARTS - S.S.	ABSORBENT	64.90
170101	O'REILLY AUTO PARTS - S.S.	OIL, AIR, GL-WIPER FLD	59.92
170101	O'REILLY AUTO PARTS - S.S.	AIR,OIL FUEL FILTERS	46.47
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	WCV 1400175 - WRK COMP	1,650.75
170139	STOREY WRECKER SERVICE	CITY SWEEPER	118.88
170272	SUMMIT TRUCK GROUP	COMPRESSOR/FILTER	663.38
170159	UNITED FORD LLC	WIRE ASY TEST	12.86
170159	UNITED FORD LLC	MIRROR A 349 RETURN	-319.52
170159	UNITED FORD LLC	MIRROR A TEST	319.52
170159	UNITED FORD LLC	MIRROR A 349	168.75
170184	USED OIL SERVICE CO	300 GAL USED OIL	100.00
170168	WELDON OF TULSA INC	D-2 GOVERNOR	15.74
	FLEET MAINTENANCE ADMINISTRATION TOTAL		25,863.76

POLICE

001099	AMERICAN ELECTRIC POWER	AEP MASTER BILL	71.78
000999	BANK OF AMERICA	OKLAHOMA POLICE SUPPLY	5.95

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

10/24/2016

001000	BANK OF AMERICA	SPECIAL OPS UNIFORMS	927.83
001001	BANK OF AMERICA	OAKLEY, INC.	81.92
001002	BANK OF AMERICA	TI TASER INTL	501.96
001012	BANK OF AMERICA	CHEAPER THAN DIRT	939.58
001011	BANK OF AMERICA	MAZZIO S P1 Q62	92.62
001013	BANK OF AMERICA	EL MAGUEY MEXICAN RESTAUR	51.51
001145	CITY OF SAND SPRINGS	TRAVEL RECON	12.42
001151	CITY OF SAND SPRINGS	SS TAG AGENCY	31.50
001152	CITY OF SAND SPRINGS	TRAVEL RECON	20.00
170063	DRAKE SYSTEMS, INC	COPIES OVRAGE - PD	75.86
170352	EVERETT, GARY	MEALS - SAYCO TRAINING	150.00
170452	FISHER, GREG	OHSO PROJECT DIRECTORS	118.14
170485	FISHER, GREG	MILEAGE REIMBURS-PD	81.00
170485	FISHER, GREG	MILEAGE REIMBURS-PD	126.54
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	WCV 1400175 - WRK COMP	22,324.00
000946	OKLAHOMA TURNPIKE AUTHORITY	PIKEPASS	91.95
170353	REED, JOSHUA	SAYCO TRAINING	150.00
170143	THOMAS ALLEN CUPPS TRUST	MCKINLEY PRKIN LEASE-NOV	300.00

POLICE ADMINISTRATION/PATROL TOTAL

26,154.56

001026	BANK OF AMERICA	PAYPAL LIVESTCKCON	213.95
001024	BANK OF AMERICA	SPAY, OK	110.00
001025	BANK OF AMERICA	SPAY, OK	55.00
001027	BANK OF AMERICA	SPAY, OK	20.00
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	WCV 1400175 - WRK COMP	708.75

POLICE ANIMAL CONTROL TOTAL

1,107.70

COMMUNICATIONS

001052	A T & T	AT&T	236.90
000945	AT&T	AT&T	284.14
001008	BANK OF AMERICA	COSTCO WHSE #1207	37.07
001004	BANK OF AMERICA	REASOR'S #21	216.17
001005	BANK OF AMERICA	WAREHOUSE MARKET - 35	54.17
001007	BANK OF AMERICA	COSTCO WHSE #1207	171.88
170061	DEPARTMENT OF PUBLIC SAFETY	OLETS USER FEE-OCT 2016	350.00
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	WCV 1400175 - WRK COMP	3,355.00
170264	TOTAL RADIO INC	MAINT CON-100116 -123116	1,345.50
000941	VERIZON WIRELESS	AT&T	40.01
000942	VERIZON WIRELESS	AT&T	40.01
000944	VERIZON WIRELESS	AT&T	1,069.91

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

10/24/2016

COMMUNICATIONS ADMINISTRATION TOTAL

7,200.76

FIRE

170011	ATWOODS-SAND SPRINGS	OIL-ABSORBENT, SAFETY SOR	71.88
170011	ATWOODS-SAND SPRINGS	225PC O-RING ASSRTMNT	4.99
001021	BANK OF AMERICA	WPSG. INC 800-852-6088	212.99
001022	BANK OF AMERICA	WPSG. INC 800-852-6088	1,197.70
001015	BANK OF AMERICA	INTEGRIS BMC EMPL HLTH	475.00
001019	BANK OF AMERICA	BOUND TREE MEDICAL LLC	366.10
001016	BANK OF AMERICA	EMERGENCY MEDICAL PRODUC	1,459.96
001018	BANK OF AMERICA	EMERGENCY MEDICAL PRODUC	126.00
001017	BANK OF AMERICA	INT'L ASSOC OF FIRE CH	264.00
001023	BANK OF AMERICA	NORTHWEST RIVER SUPPLIES	719.40
170427	CAPITAL WASTE SOLUTIONS	MON SRV FEE	75.00
170071	FASTENAL	PPH SMS 6X1 Z KEG	302.99
170402	NORTH AMERICA FIRE EQUIP CO	LION DUTY PANTS, TROUSERS	1,190.25
170101	O'REILLY AUTO PARTS - S.S.	MINI LAMP	3.05
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	WCV 1400175 - WRK COMP	22,685.25
000948	OKLAHOMA TURNPIKE AUTHORITY	PIKEPASS	9.60
170419	TRI AIR TESTING INC	BI-ANNUAL BREATHING AIR T	159.00
000946	VERIZON WIRELESS	VERIZON WIRELESS	511.14
	FIRE ADMINISTRATION TOTAL		29,834.30

EMERGENCY MANAGEMENT

001066	AMERICAN ELECTRIC POWER	AEP MISC BILLS	34.57
001100	AMERICAN ELECTRIC POWER	AEP MASTER BILL	296.03
001006	BANK OF AMERICA	AMAZON MKTPLACE PMTS	-1,099.15
001009	BANK OF AMERICA	UPS 1ZM34T440394440089	12.85
001146	CITY OF SAND SPRINGS	TRAVEL RECON	19.98
170485	FISHER, GREG	MILEAGE REIMBURS-EM MGT	66.96
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	WCV 1400175 - WRK COMP	357.25
000943	VERIZON WIRELESS	AT&T	40.01
000947	VERIZON WIRELESS	VERIZON WIRELESS	40.01
	EMERGENCY MANAGEMENT ADMINISTRATION TOTAL		-231.49

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

10/24/2016

NEIGHBORHOOD SERVICES

170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	WCV 1400175 - WRK COMP	2,115.50
170516	TEMPLETON, ANDREW	OK CODE ENF ASS FALL CONF	112.48
PI1903	TEMPLETON, ANDREW	OK CODE ENF ASS FALL CONF	-112.48
170144	THULIN, HOVEY	ABATEMENT CLEANUP	500.00
170144	THULIN, HOVEY	ABATEMENT CLEANUP	465.00
170144	THULIN, HOVEY	ABATEMENT CLEANUP	270.00
170492	TULSA COUNTY TREASURER	LIENS PYMNT PE ABATEMNT A	1,370.28
000948	VERIZON WIRELESS	VERIZON WIRELESS	40.03
NEIGHBORHOOD SERVICES ADMINISTRATION TOTAL			4,760.81

STREET

170001	A-1 RENTAL & SUPPLY CO,INC	FILLER CAP	10.74
170001	A-1 RENTAL & SUPPLY CO,INC	61PMM344 CHAIN	110.95
001067	AMERICAN ELECTRIC POWER	AEP MISC BILLS	6,383.98
001101	AMERICAN ELECTRIC POWER	AEP MASTER BILL	294.27
170011	ATWOODS-SAND SPRINGS	SLEDGE HANDLE	15.98
170011	ATWOODS-SAND SPRINGS	INNERTUBE	20.48
170011	ATWOODS-SAND SPRINGS	CAULK, BLACK JACK	11.93
170011	ATWOODS-SAND SPRINGS	MARKING SOLVENT-BASED RED	15.96
170070	EXPRESS SERVICES INC	TEMP LABOR W/E 10.02.16	479.20
170070	EXPRESS SERVICES INC	TEMP LABOR W/E 9/4&9/11	862.56
170070	EXPRESS SERVICES INC	TEMP LABOR W/E 9.18.16	479.20
170070	EXPRESS SERVICES INC	TEMP LABOR W/E 9.25.16	479.20
170084	LAMPTON WELDING SUPPLY	CYLINDER LEASE/RENTAL	54.66
170084	LAMPTON WELDING SUPPLY	CYLINDER LEASE/RENTALS	67.53
170088	LOCKE SUPPLY	250W HIGH PRESS SODIUM	970.17
170088	LOCKE SUPPLY	MOGUL BASE	250.95
170088	LOCKE SUPPLY	HO FIXED LAMPHOLDER	97.88
170093	MID CONTINENT CONCRETE	TCKT 1530101	188.00
170093	MID CONTINENT CONCRETE	TCKT 1035068	200.00
170101	O'REILLY AUTO PARTS - S.S.	WIPER BLADES	7.64
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	WCV 1400175 - WRK COMP	3,163.75
170285	PRECISION LAWN CARE OF TULSA LLC	CITYWIDE MOWING-SEP 2016	12,193.00
170123	SCHAEFER TIRE INC	FLAT RPR ON BACKHOE	95.00
170126	SIGNAL TEK INC	MON MAINT - SEP 2016	400.00

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

10/24/2016

STREET STREET MAINTENANCE TOTAL

26,853.03

PARKS & RECREATION

170063	DRAKE SYSTEMS, INC	BASE RTE/COPIES-PARKS	136.15
170084	LAMPTON WELDING SUPPLY	CYLINDER LEASE/RENTAL	43.48
170084	LAMPTON WELDING SUPPLY	CYLINDER LEASE/RENTALS	56.55
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	WCV 1400175 - WRK COMP	881.00
000949	VERIZON WIRELESS	VERIZON WIRELESS	-12.90
PARKS & RECREATION ADMINISTRATION TOTAL			1,104.28

001070	AMERICAN ELECTRIC POWER	AEP MISC BILLS	3,748.05
170129	CHARLES PEST CONTROL INC	MONTHLY PEST CONTROL	22.24
170101	O'REILLY AUTO PARTS - S.S.	PWR RTD BELT	29.24
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	WCV 1400175 - WRK COMP	1,678.50
170228	PRO STEAM CARPET CLEANING	CARPET STEAM CLEAN & DEOD	175.00
170145	THYSSENKRUPP ELEVATOR CORP	BRONZE-OIL & GREASE ONLY	498.25
PARKS & RECREATION COMMUNITY CENTER TOTAL			6,151.28

170001	A-1 RENTAL & SUPPLY CO, INC	3 LB 0.95 X-LINE NEON GRE	37.99
001068	AMERICAN ELECTRIC POWER	AEP MISC BILLS	82.77
001102	AMERICAN ELECTRIC POWER	AEP MASTER BILL	225.96
001069	AMERICAN ELECTRIC POWER	AEP MISC BILLS	27.93
170399	ASH RECREATION & DESIGN	ENGINEERED WOOD FIBERS	2,050.00
170011	ATWOODS-SAND SPRINGS	NOW PRIMER ALL-PUR GRAY	3.98
170011	ATWOODS-SAND SPRINGS	EZ-POUR REPLACEMENT	37.91
001031	BANK OF AMERICA	THE HOME DEPOT #3904	63.41
001032	BANK OF AMERICA	LOWES #02756	284.74
001033	BANK OF AMERICA	THE HOME DEPOT #3913	41.91
001030	BANK OF AMERICA	PARTS GEEK LLC	408.88
000994	BANK OF AMERICA	MAC'S ELECTRIC SUPPL	24.38
001028	BANK OF AMERICA	ABC EQUIPMENT RENTAL	-12.37
001029	BANK OF AMERICA	ABC EQUIPMENT RENTAL	157.57
170021	CECIL & SONS DISCOUNT TIRES	24/1200-12 CARLISLE TURF	126.25
170088	LOCKE SUPPLY	100W HPS BALLAST 4-TAP	92.53
170101	O'REILLY AUTO PARTS - S.S.	SPOT MIRROR	5.98
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	WCV 1400175 - WRK COMP	1,931.75
000949	OKLAHOMA TURNPIKE AUTHORITY	AT&T	15.80
170285	PRECISION LAWN CARE OF TULSA LLC	CITYWIDE MOWING-SEP 2016	8,295.00
170131	SOUTHSIDE MOWERS	WALBRO CARB KIT & LABOR	61.35
170131	SOUTHSIDE MOWERS	ECHO CARB	113.98

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

10/24/2016

000951	VERIZON WIRELESS	VERIZON WIRELESS	979.99
000950	VERIZON WIRELESS	VERIZON WIRELESS	60.67
001057	WATER IMPROVEMENT DIST #14	WATER DIST #14	23.34
170169	WHITE STAR MACHINERY & SUPPLY	WASHERS & SCREWS	14.20
170169	WHITE STAR MACHINERY & SUPPLY	WASHERS & SCREWS CREDIT	-14.20
170169	WHITE STAR MACHINERY & SUPPLY	WASHERS & SCREWS	14.20

PARKS & RECREATION MAINTENANCE TOTAL 15,155.90

170104	PORTA JOHN CO INC	MON POT RENTS - ANCIENT F	181.50
170477	PRATER, ROBERT W	6 HRS WRKED-KEYST ANC FOR	120.00

PARKS & RECREATION SPECIAL EVENTS TOTAL 301.50

001071	AMERICAN ELECTRIC POWER	AEP MISC BILLS	448.14
001072	AMERICAN ELECTRIC POWER	AEP MISC BILLS	290.94
001103	AMERICAN ELECTRIC POWER	AEP MASTER BILL	374.85
001104	AMERICAN ELECTRIC POWER	AEP MASTER BILL	125.39
001105	AMERICAN ELECTRIC POWER	AEP MASTER BILL	103.56
001106	AMERICAN ELECTRIC POWER	AEP MASTER BILL	127.28
170011	ATWOODS-SAND SPRINGS	COUPLING 1"	8.90
170285	PRECISION LAWN CARE OF TULSA LLC	CITYWIDE MOWING-SEP 2016	2,750.00

PARKS & RECREATION SPORTS PROGRAMS TOTAL 4,229.06

MUSEUM

001073	AMERICAN ELECTRIC POWER	AEP MISC BILLS	691.02
001074	AMERICAN ELECTRIC POWER	AEP MISC BILLS	56.91
170129	CHARLES PEST CONTROL INC	MONTHLY PEST CONTROL	49.20
170088	LOCKE SUPPLY	GFNT1-1 IVY GFCI REC SELF	26.82
170111	POWELL, RICK	MUSEUM STRG RENTAL-NOV	600.00

MUSEUM ADMINISTRATION TOTAL 1,423.95

SENIOR CITIZENS

170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	WCV 1400175 - WRK COMP	227.50
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SENIOR CITIZENS ADMINISTRATION TOTAL 227.50

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

10/24/2016

ECONOMIC DEVELOPMENT

001034	BANK OF AMERICA	AMERICAN PLANNING ASSOCI	50.00
001035	BANK OF AMERICA	AMERICAN PLANNING ASSOCI	-25.00
001036	BANK OF AMERICA	WUFOO.COM/CHARGE	259.00
001143	CITY OF SAND SPRINGS	WTS	15.00
170185	OKLAHOMA MUNICIPAL ASSURANCE GROUP	WCV 1400175 - WRK COMP	616.75
001124	REASOR LLC	SALES TAX INC SEP 2016	16,021.44
ECONOMIC DEVELOPMENT ADMINISTRATION TOTAL			16,937.19

GRAND TOTAL FOR FUND	\$249,373.70
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420 CAPITAL IMPROVEMENT FUND

ECONOMIC DEVELOPMENT

151144	AEP/PSO	120 V MUN STR LIGHT CIRCU	345,429.55
001075	AMERICAN ELECTRIC POWER	AEP MISC BILLS	27.93
170285	PRECISION LAWN CARE OF TULSA LLC	CITYWIDE MOWING-SEP 2016	1,100.00
ECONOMIC DEVELOPMENT ADMINISTRATION TOTAL			346,557.48

GRAND TOTAL FOR FUND	\$346,557.48
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430 GO BOND 2006 FUND

FIRE

170481	SACK & ASSOCIATES	10AC OMNI/TRAX PROP-MORRO	1,600.00
170481	SACK & ASSOCIATES	10 AC TRACT-OMNITRAX	1,000.00
170482	SUPERIOR ENVIRONMENTAL	PREP & SUBM/ PH1 ENV SITE	2,600.00
FIRE ADMINISTRATION TOTAL			5,200.00

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

10/24/2016

GRAND TOTAL FOR FUND \$5,200.00

470 CAPITAL IMPR W & WW FUND

PUBLIC WORKS

170416 FIREY BROTHERS MUSIC & PRO AUDIO TU VIDEO PROJECTOR 1,747.00
PUBLIC WORKS ADMINISTRATION TOTAL 1,747.00

WATER

160412 TETRA TECH INC NS WTR DISTR DIS STUDY 655.20
WATER TREATMENT TOTAL 655.20

170356 NOVA PAINTING LLC PRUE RD STANDPIPE REHAB 155,689.80
170357 TANK INDUSTRY CONSULTANTS PRUE RD STANDPIPE CONST 6,402.14
170357 TANK INDUSTRY CONSULTANTS PRUE RD STNDPIPE CON INSP 6,399.86
WATER WATER MAINT & OPERATIONS TOTAL 168,491.80

GRAND TOTAL FOR FUND \$170,894.00

510 SPECIAL PROGRAMS FUND

POLICE

170510 TASER INTERNATIONAL VIDEO STORAGE CHARGES 17,505.00
POLICE ADMINISTRATION/PATROL TOTAL 17,505.00

FIRE

001133 CITY OF SAND SPRINGS REFRESH FOR PUBL ED EVENT 45.54
FIRE ADMINISTRATION TOTAL 45.54

**CITY OF SAND SPRINGS
CITY COUNCIL BILLS**

10/24/2016

GRAND TOTAL FOR FUND	\$17,550.54
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530 GENERAL STCF

COMMUNICATIONS

001003	BANK OF AMERICA	SCHNEIDERELECTRIC IT C	64.86
	COMMUNICATIONS ADMINISTRATION TOTAL		64.86

GRAND TOTAL FOR FUND	\$64.86
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540 VISION 2025

PARKS & RECREATION

160787	CMSWILLOWBROOK INC	PRECONSTR FEE SSPK & ECOR	34,910.00
	PARKS & RECREATION MAINTENANCE TOTAL		34,910.00

GRAND TOTAL FOR FUND	\$34,910.00
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GRAND TOTAL	\$824,550.58
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**CITY OF SAND SPRINGS
CITY COUNCIL BILLS
WIRE TRANSFERS**

10/24/2016

FUND 210 General Fund

10/14/2016 JE537	OMRF p/d 10/14/16	14,573.26
10/14/2016 JE537	OMRF p/d 10/14/16	400.92
10/14/2016 JE538	ICMA Roth p/d 10/14/16	170.00
10/14/2016 JE539	ICMA p/d 10/14/16	220.37
10/14/2016 JE540	Nationwide p/d 10/14/16	315.00
10/14/2016 JE540	Nationwide p/d 10/14/16	3,390.00
10/14/2016 JE542	Federal Tax p/d 10/14/16 Fire & Police	29,602.07
10/14/2016 JE543	Federal Tax p/d 10/14/16 General	19,603.64
10/14/2016 JE544	Child Supp Pmt Bi-wkly p/d 10/14/16	696.35
10/14/2016 JE544	Child Supp Pmt Bi-wkly p/d 10/14/16	106.15
10/14/2016 JE545	Payroll p/d 10/14/16 General	55,273.76
10/14/2016 JE546	Payroll p/d 10/14/16 Fire & Police	107,888.31
10/14/2016 JE549	State Tax p/d 10/14/16 Fire & Police	4,964.51
10/14/2016 JE550	State Tax p/d 10/14/16 General	2,358.54
10/11/2016 JE523	Suntrust Pumper Lease November	5,746.59
10/6/2016 JE453	Life-Oct Premium	3,984.82
10/6/2016 JE459	Vision-Sept Premium	956.24
10/6/2016 JE460	Vision-Oct Premium	976.31
	FUND TOTAL	251,226.84
	GRAND TOTAL	251,226.84

Janice Almy

From: Elizabeth A. Gray
Sent: Tuesday, October 18, 2016 4:08 PM
To: Janice Almy
Subject: FW: Comment on AirNav from recent visitors.
Attachments: William & Robert.jpg

Council Correspondence

Good afternoon Derek,

Grumman folks were very happy with their stay.

So was William Bruce and Robert. Robert the parrot was great.

Lot up people stuck here on that Thursday because of weather.

Comments from AirNav users

Comments are submitted by their authors and do not reflect the opinion of AirNav, LLC. All comments must adhere to [AirNav's Policy on Comments](#).

From William Bruce on 16-Oct-2016

★★★★★ Airport manager, Ken Madison, provided super friendly and outstanding service to me and my passenger, a parrot named Robert. I got socked in here on a VFR trip back home to the Gulf Coast in my Tri-Pacer. This airport and FBO facility is a cordial place to hang out waiting on Mother Nature to cooperate.

From Bill Daly on 09-Oct-2016

★★★★★ A group of 7 Grumman's flew in for a weekend in Tulsa. We selected Pogue for the low price on 100 LL. It the right choice. Ken, the airport manager was great, and was there to help us on arrival & departure. It is a fairly low traffic airport, which was great for us. Went by to look at Richard Lloyd Jones Airport while there and saw a tremendous amount of flight school training. The lower fuel price and traffic level, and great service make Pogue a great airport when visiting Tulsa.

Thank you very much for your support.

Going back on vacation. See ya' Monday.

Ken Madison
Airport Supervisor
Sand Springs - Pogue Airport (KOWP)
(918) 246-2605
klmadison@sandspringsok.org