

PUBLIC NOTICE OF THE MEETING OF THE  
**OWASSO CITY COUNCIL**

RECEIVED

JAN 18 2016

City Clerk's Office

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Council Chambers, Old Central Building  
109 N Birch, Owasso, OK 74055  
Regular Meeting  
Tuesday, January 19, 2016 - 6:30 pm

1. **Call to Order**  
Mayor Jeri Moberly
2. **Invocation**  
Mike Frantz, Associate Pastor of Discovery Bible Fellowship
3. **Flag Salute**
4. **Roll Call**
5. **Presentation of the Employee of the Quarter**  
Warren Lehr
6. **Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)**
  - A. Approve minutes
    - January 5, 2016, Regular Meeting
    - January 12, 2016, Regular Meeting
  - B. Approve claims
  - C. Accept the Capital One "Transforming Your Community Program" donation and approve a budget amendment in the Fire Department Half-Penny Sales Tax Fund increasing the estimated revenues and the appropriation for expenditures by \$5,000
  - D. Accept the donation from Dr. Steven Kovacs and approve a budget amendment in the Ambulance Service Fund, increasing the estimated revenue and the appropriation for expenditures by \$3,100
7. **Consideration and appropriate action relating to items removed from the Consent Agenda**
8. **Public Hearing and consideration and appropriate action relating to Planned Unit Development OPUD-15-02, for property located southeast of E 76<sup>th</sup> St N and N 129<sup>th</sup> St E Ave (Safelock Storage)**  
Karl Fritschen

Staff recommends approval of OPUD-15-02.

- 9. Consideration and appropriate action relating to an agreement for engineering services for the E 106<sup>th</sup> St N and N 145<sup>th</sup> E Ave Intersection Improvements**  
Dwayne Henderson

Staff recommends approval of Agreement for Engineering Services for the E 106<sup>th</sup> St N and N 145<sup>th</sup> E Ave Intersection Improvements with Poe & Associates, Inc., in the amount of \$168,800 and authorization for the Mayor to execute the agreement.

- 10. Consideration and appropriate action relating to the purchase of a vehicle in the Stormwater Division**  
Tim Doyle

Staff recommends approval to purchase a 2016 Dodge Ram 5500, regular cab, diesel, four-wheel drive truck with dump bed in the amount of \$62,618 from Bob Howard Chrysler Jeep Dodge of Oklahoma City, Oklahoma per Oklahoma State Bid award contract SW60035.

- 11. Consideration and appropriate action relating to a bridge cleaning project**  
Jacob Ketner

Staff recommends award of the bid and approval of a construction contract with Barnes Construction of Tulsa, Oklahoma to include the base project, plus Alternate #1 for a total contract amount of \$92,438.75 and authorization for the Mayor to execute the contract.

- 12. Consideration and appropriate action relating to Ordinance 1068, amending the provisions of Part 7, Finance and Taxation, Chapter 2, Sales Tax, Section 7-206, Effective Date, Section 7-207, Purpose of Revenues and Section 7-208 Tax Rates; Sales Subject to Tax, of the Code of Ordinances of the City of Owasso, Oklahoma, by levying and assessing a sales tax of fifty-five hundredths percent (0.55%) in addition to all other excise taxes levied and assessed upon the gross proceeds or gross receipts derived therefrom; providing for requirement of approval by a majority of the qualified registered voters voting at an election held for such purposes as provided by law; providing provisions severable; and declaring an effective date**  
Warren Lehr

Staff recommends Council approval of Ordinance 1068 amending the sales tax rate to include a portion of an expiring county sales tax, providing a designated purpose for the revenue generated, and setting a "sunset" of seven years.

- 13. Consideration and appropriate action relating to Resolution 2016-01, calling a special election in the City of Owasso, State of Oklahoma, for the purpose of submitting to the registered, qualified voters of said city the question of the approval or disapproval by said voters of Ordinance 1068 of said city, levying and assessing a sales tax of fifty-five hundredths of one percent (0.55%) in addition to all other excise taxes levied and assessed upon the gross proceeds or gross receipts derived therefrom; providing that the proceeds of said sales tax shall be used for street improvements; providing for the commencement and duration of such tax; providing notice to the Tulsa County Election Board for the conduct of such election; and designating the polling precincts to be open or closed**  
Warren Lehr

Staff recommends approval of Resolution 2016-01.

- 14. Report from City Manager**

- 15. Report from City Attorney**

**16. Report from City Councilors**

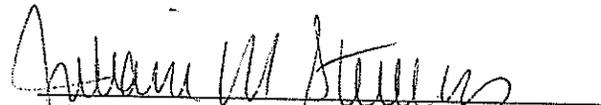
**17. Official Notices to Council (documents for acknowledgment or information only, no discussion or action will be taken)**

- Payroll Payment Reports:
  - Pay Period Ending Date 12/26/15
  - Pay Period Ending Date 1/9/16
- Health Care Self-Insurance Claims – dated as of 1/14/16
- Monthly Budget Status Report – December 2015
- FY 2015 Audit Report provided during January 12, 2016 worksession

**18. New Business (New Business is any item of business which could not have been foreseen at the time of posting of the agenda)**

**19. Adjournment**

Notice of Public Meeting filed in the office of the City Clerk and the Agenda posted at City Hall bulletin board at 6:00 pm on Friday, January 15, 2016.

  
Juliann M. Stevens, Deputy City Clerk

# OWASSO CITY COUNCIL

## MINUTES OF REGULAR MEETING Tuesday, January 5, 2016

The Owasso City Council met in regular session on Tuesday, January 5, 2016, in the Council Chambers at Old Central, 109 N Birch, Owasso, Oklahoma per the Notice of Public Meeting and the Agenda filed in the office of the City Clerk and posted on the City Hall bulletin board at 6:00 pm on Thursday, December 31, 2015.

### 1. Call to Order

Mayor Jeri Moberly called the meeting to order at 6:32 pm.

### 2. Invocation

The invocation was offered by Reverend Dr. Andrew Rankin, Senior Pastor of Freedom Church.

### 3. Flag Salute

Councilor Bush led the flag salute.

### 4. Roll Call

#### Present

Mayor – Jeri Moberly

Vice-Mayor – Lyndell Dunn

Councilor – Doug Bonebrake

Councilor – Bill Bush

Councilor – Chris Kelley

A quorum was declared present.

#### Absent

None

Staff:

City Manager - Warren Lehr

City Attorney - Julie Lombardi

### 5. Presentation of the Character Trait of Diligence

Michele Dempster, HR Director/Character Coordinator, presented the Character Trait of Diligence for the month of January.

### 6. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)

A. Approve minutes – December 15, 2015, Regular Meeting

B. Approve claims

C. Approve Agreements for Urban Engineering Services (Engineer Agreements):

- Kellogg Engineering, Inc. - Morrow Sanitary Sewer Lift Station Project
- Kellogg Engineering, Inc. - Morrow Place Residential Phase I
- Kellogg Engineering, Inc. - Owasso Industrial Park Phase IV

Mr. Bonebrake moved, seconded by Dr. Kelley to approve the Consent Agenda with claims totaling \$286,327.46.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried: 5-0

**7. Consideration and appropriate action relating to items removed from the Consent Agenda**  
None

**8. Consideration and appropriate action relating to an agreement with the Oklahoma Tax Commission for administration of sales and use tax ordinances**

Linda Jones presented the item recommending approval of the revised Agreement for Administration of the Sales and Use Tax Ordinances of the City of Owasso and an Agreement to Engage in Compliance of Activities by the City of Owasso.

After discussion, Mr. Bush moved, seconded by Dr. Kelley to approve the agreements with the Oklahoma Tax Commission, as recommended.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried: 5-0

**9. Consideration and appropriate action relating to a request for an executive session for purposes of discussing confidential communications between the City Council and the City Attorney concerning potential litigation relating to the stormwater inflow structure project at the Bradfords of Silver Creek as provided for in Title 25, O.S. Section § 307(B)(4)**

Julie Lombardi presented the item, Dr. Kelley moved, seconded by Mr. Bonebrake to enter into executive session.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried: 5-0

At 6:50 pm, the Council, Warren Lehr, Julie Lombardi, and Roger Stevens entered into executive session.

At 7:49 pm, the Council returned to open session.

**10. Report from City Manager**

Roger Stevens presented the Monthly Public Works Project Status Report.

Mr. Lehr acknowledged recent city events.

**11. Report from City Attorney**

None

**12. Report from City Councilors**

Councilors acknowledged efforts of staff.

**13. Official Notices to Council (documents for acknowledgment or information only, no discussion or action will be taken)**

- Payroll Payment Report – Pay Period Ending Date 12/12/15
- Health Care Self-Insurance Claims – dated as of 12/29/15

**14. New Business (New Business is any item of business which could not have been foreseen at the time of posting of the agenda)**

None

**15. Adjournment**

Mr. Bonebrake moved, seconded by Mr. Bush to adjourn the meeting.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried 5-0 and the meeting adjourned at 8:08 pm.

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Jeri Moberly, Mayor

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Lisa Wilson, Minute Clerk

# OWASSO CITY COUNCIL, OPWA & OPGA

## MINUTES OF JOINT REGULAR MEETING Tuesday, January 12, 2016

The Owasso City Council, Owasso Public Works Authority, and Owasso Public Golf Authority met in a joint regular meeting on Tuesday, January 12, 2016, in the Council Chambers at Old Central, 109 N Birch Street, Owasso, Oklahoma per the Notice of Public Meeting and the Agenda filed in the office of the City Clerk and posted on the City Hall bulletin board at 6:00 pm on Friday, January 8, 2016.

### 1. Call to Order

Mayor/Chair Jeri Moberly called the meeting to order at 6:03 pm.

Present	Absent
Mayor/Chair – Jeri Moberly	None
Vice-Mayor/Vice-Chair – Lyndell Dunn	
Councilor/Trustee – Doug Bonebrake	
Councilor/Trustee – Bill Bush	
Councilor/Trustee – Chris Kelley	

A quorum was declared present.

### 2. Presentation and discussion of the FY 2015 Audit

Linda Jones introduced John Manning, Chairman of the Citizen Audit Committee, and Ron Conner and Jake Winkler of RSM US, LLP. Mr. Manning provided comments from the Audit Committee. Mr. Conner presented the FY 15 audited financial statements. Discussion was held. Ms. Jones explained that an item acknowledging receipt of the audit would be included in the Official Notices section on the January 19, 2016 City Council agenda.

### 3. Discussion relating to Community Development items

- A. Planned Unit Development – OPUD-15-02 (Safelock Storage located southeast of E 76<sup>th</sup> St N and N 129<sup>th</sup> St E Ave)
- B. Zoning Code Update

Karl Fritschen presented Item 3A and discussion was held. It was explained that an item would be included on the January 19, 2016 Council agenda for consideration and action. Bronce Stephenson presented item 3B, explaining that staff is reviewing the current zoning code and will be presenting revisions to the code in the coming months.

### 4. Discussion relating to Fire Station #4 Project

Mark Stuckey presented the project concept and discussion was held. It was further explained that RFPs have been submitted for review and staff anticipates bringing a recommendation to the Council in February.

### 5. Discussion relating to Sewer Use (Fats, Oils & Greases) Ordinance

Travis Blundell presented the item and discussion was held. Staff anticipates bringing an ordinance to the City Council for consideration and action in February.

### 6. Discussion relating to City Manager items

- Election - Recapture Vision 2025 sales tax
- Monthly sales tax report
- City Manager report

Warren Lehr presented a draft Ordinance and Resolution relating to an election seeking voter approval to recapture a portion of the expiring Vision 2025 sales tax. Discussion was held. It was further explained that both items would be placed on the January 19, 2016 Council agenda for consideration and action. Linda Jones presented the monthly sales tax report and discussion was held. Under the City Manager Report, Mr. Lehr advised that staff is seeking estimates to repair a leaking roof at the Animal Control Facility and expects to bring

a request for a budget amendment in February or March; staff received several RFQs for the design of the Festival Marketplace and is in the process of reviewing them.

**7. City Council/Trustee comments and inquiries**

None

**8. Adjournment**

The meeting adjourned at 7:23 pm.

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Jeri Moberly, Mayor/ Chair

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Juliann M. Stevens, Minute Clerk

## Claims List

1/19/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
GENERAL	TREASURER PETTY CASH	CC REFUND/MICENA	50.00
	AEP/PSO	STREET LIGHTS	7.05
	TREASURER PETTY CASH	CC REFUND/MORGANS	100.00
	TREASURER PETTY CASH	CC REFUND/ROBINSON	50.00
	TREASURER PETTY CASH	OC REFUND/SAMS CLUB	250.00
	TREASURER PETTY CASH	CC REFUND/BACA	50.00
	TREASURER PETTY CASH	OC REFUND/COLDWELL BANKER	100.00
	TREASURER PETTY CASH	CC REFUND/DERR	100.00
	TREASURER PETTY CASH	REIMB MEDICARE EXPENSE	98.53
	TREASURER PETTY CASH	CC REFUND/RABBITT	50.00
	TREASURER PETTY CASH	OC REFUND/ROBERTS	100.00
	TREASURER PETTY CASH	REFUND PERMIT FEE	10.00
	TREASURER PETTY CASH	CC REFUND/SMITH	50.00
	<b>TOTAL GENERAL</b>		
MUNICIPAL COURT	OKLAHOMA MUNICIPAL COURT CLERKS	MEMBERSHIP DUES	110.00
	JPMORGAN CHASE BANK	RUBBER STAMPS-DATE STAMP	45.70
<b>TOTAL MUNICIPAL COURT</b>			<b>155.70</b>
MANAGERIAL	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	2.79
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	12.74
	TREASURER PETTY CASH	PASTOR MEETING EXPENSE	11.20
	CITY GARAGE	LABOR/OVERHEAD EXP - DEC,	44.75
	FLEETCOR TECHNOLOGIES	FUELMAN EXP - DEC, 2015	18.15
<b>TOTAL MANAGERIAL</b>			<b>89.63</b>
FINANCE	CITY GARAGE	LABOR/OVERHEAD EXP - DEC,	44.75
	JPMORGAN CHASE BANK	KIPLINGER-SUBSCRIPTION	16.00
<b>TOTAL FINANCE</b>			<b>60.75</b>
HUMAN RESOURCES	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	8.40
	AMERICANCHECKED, INC ATTN: BILLING	PRE-EMPLOYMENT BACKGROUND	57.95
	URGENT CARE OF GREEN COUNTRY, P.L.L	DRUG AND ALCOHOL TESTS	75.00
	TULSA WORLD	ADVERTISING	1,802.80
	OKLAHOMA MUNICIPAL LEAGUE	ADVERTISING	20.00
	RICH & CARTMILL, INC	NOTARY PUBLIC BOND	30.00
	FELKINS ENTERPRISES, LLC	TRI-FOLD VISION BROCHURES	350.00
	STRATEGIC GOVERNMENT RESOURCES, INC	GRAPHIC DESIGN WORK	350.00
	JPMORGAN CHASE BANK	SGR-2016 MEMBERSHIP FEE	249.00
	TREASURER PETTY CASH	NOTARY FILING	25.00
	JPMORGAN CHASE BANK	CHARACTER BULLETINS	648.00

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1/19/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
<b>TOTAL HUMAN RESOURCES</b>			<b>3,616.15</b>
HR - CHARACTER INITIATIVE	JPMORGAN CHASE BANK	SAV ON-CHARACTER BANNERS	160.00
	JPMORGAN CHASE BANK	ADMIRAL EXP-PAPER	201.30
<b>TOTAL HR - CHARACTER INITIATIVE</b>			<b>361.30</b>
GENERAL GOVERNMENT	JPMORGAN CHASE BANK	SAV ON-ENVELOPES	330.00
	JPMORGAN CHASE BANK	ADMIRAL EXP-SUPPLIES	86.97
	JPMORGAN CHASE BANK	ADMIRAL EXP-SUPPLIES	28.99
	ONEOK, INC OKLAHOMA NATURAL GAS	NATURAL GAS USAGE	1,123.70
	JPMORGAN CHASE BANK	FMCS ARBITRATION-SERVICES	30.00
	JPMORGAN CHASE BANK	AMER WASTE-REFUSE SERVICE	144.93
	TULSA COUNTY CLERK	FILING FEES	13.00
	TULSA COUNTY CLERK	FILING FEES	68.00
<b>TOTAL GENERAL GOVERNMENT</b>			<b>1,825.59</b>
COMMUNITY DEVELOPMENT	JPMORGAN CHASE BANK	LOWES-BATTERIES	20.95
	VERIZON WIRELESS	WIRELESS CONNECTION	155.39
	INCOG	INCOG 3RD QUARTER DUES	5,784.00
	JPMORGAN CHASE BANK	LOWES-VOLTAGE TESTER	57.94
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	79.10
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	10.17
	JPMORGAN CHASE BANK	PLANNING COMM MEETING	33.00
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	31.47
	FLEETCOR TECHNOLOGIES	FUELMAN EXP - DEC, 2015	164.19
	CITY GARAGE	VEH PARTS PURCH - DEC, 20	16.64
CITY GARAGE	LABOR/OVERHEAD EXP - DEC,	467.00	
<b>TOTAL COMMUNITY DEVELOPMENT</b>			<b>6,819.85</b>
ENGINEERING	CITY GARAGE	LABOR/OVERHEAD EXP - DEC,	341.41
	CITY GARAGE	VEH PARTS PURCH - DEC, 20	105.91
	FLEETCOR TECHNOLOGIES	FUELMAN EXP - DEC, 2015	39.85
	VERIZON WIRELESS	WIRELESS CONNECTION	29.65
	UNITED STATES CELLULAR CORPORATION	PW CELL PHONES	56.58
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	19.56
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	19.56
	JPMORGAN CHASE BANK	SPEEDTECH-SAFETY LIGHTS	445.59
<b>TOTAL ENGINEERING</b>			<b>1,058.11</b>
INFORMATION TECHNOLOGY	VERIZON WIRELESS	WIRELESS CONNECTION	149.68
	JPMORGAN CHASE BANK	COX-INTERNET	1,350.00
	JPMORGAN CHASE BANK	GODADDY.COM-RENEWAL	69.99

## Claims List

1/19/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
INFORMATION TECHNOLOGY	CITY GARAGE	LABOR/OVERHEAD EXP - DEC,	81.86
<b>TOTAL INFORMATION TECHNOLOGY</b>			<b>1,651.53</b>
SUPPORT SERVICES	CITY GARAGE	LABOR/OVERHEAD EXP - DEC,	795.83
	JPMORGAN CHASE BANK	LIBERTY FLAGS-FLAGS	63.00
	JPMORGAN CHASE BANK	LOWES-LIGHTING	59.73
	FLEETCOR TECHNOLOGIES	FUELMAN EXP - DEC, 2015	143.18
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	11.85
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	11.85
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	11.85
	OKLAHOMA DEPT OF CORRECTIONS TULSA	DOC WORKER PROGRAM - DEC	930.00
	JPMORGAN CHASE BANK	COX-INTERNET	69.95
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	5.68
	JPMORGAN CHASE BANK	SCHINDLER-ANNUAL TESTING	259.11
	JPMORGAN CHASE BANK	LOWES-PLUMBING PARTS	41.68
	JPMORGAN CHASE BANK	INTERSTATE-BATTERIES	11.75
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	9.59
	FELKINS ENTERPRISES, LLC	ASSET LABELS	368.52
	JPMORGAN CHASE BANK	LOWES-LIGHT SWITCH	22.39
	JPMORGAN CHASE BANK	LOWES-LIGHT BULB	9.48
	VERIZON WIRELESS	WIRELESS CONNECTION	29.65
	COPY WORLD BUSINESS SOLUTIONS, LLC	QTRLY COPIER MAINT CONTRA	110.00
	BLUE ENERGY FUELS, LLC	CNG FUEL PURCH DEC, 2015	52.56
	JPMORGAN CHASE BANK	GRAINGER-THERMOSTAT	20.58
	JPMORGAN CHASE BANK	NENA-MEMBERSHIP DUES	137.00
	JPMORGAN CHASE BANK	HEATWAVE SPLY-PUMP	531.24
	JPMORGAN CHASE BANK	JOHNSTONE-FAN MOTOR	32.78
	JPMORGAN CHASE BANK	MAGIC REFRIGE-WATER VLAVE	267.77
<b>TOTAL SUPPORT SERVICES</b>			<b>4,007.02</b>
CEMETERY	OWASSO TOP SOIL	DIRT FOR CEMETERY	65.00
	JPMORGAN CHASE BANK	ATWOODS-BOOTS	129.99
	VERDIGRIS VALLEY ELECTRIC COOP	CEMETERY ELECTRIC	45.20
	JPMORGAN CHASE BANK	LOWES-LIGHT BULBS	15.16
	JPMORGAN CHASE BANK	LOWES-SALES TAX CREDIT	-0.35
	FLEETCOR TECHNOLOGIES	FUELMAN EXP - DEC, 2015	8.97
<b>TOTAL CEMETERY</b>			<b>263.97</b>
POLICE COMMUNICATIONS	JPMORGAN CHASE BANK	WALMART-PRISONER BOARD	42.72
	JPMORGAN CHASE BANK	WALMART-PRISONER BOARD	18.84
	JPMORGAN CHASE BANK	WALMART-PRISONER BOARD	46.00
	JPMORGAN CHASE BANK	APCO-TRAINING MATERIALS	319.93
	JPMORGAN CHASE BANK	CROSS MATCH-ANNUAL MAINT	400.00

## Claims List

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Budget Unit Title	Vendor Name	Payable Description	Payment Amount
POLICE COMMUNICATIONS..	JPMORGAN CHASE BANK	UNIQUEPOS.COM-SUPPLIES	64.85
<b>TOTAL POLICE COMMUNICATIONS</b>			<b>892.34</b>
ANIMAL CONTROL	JPMORGAN CHASE BANK	MIDWEST VET-SUPPLIES	49.00
	JPMORGAN CHASE BANK	HARBOR FREIGHT-SUPPLIES	26.98
	VERIZON WIRELESS	WIRELESS CONNECTION	120.03
	BLUE ENERGY FUELS, LLC	CNG FUEL PURCH DEC, 2015	31.32
	JPMORGAN CHASE BANK	SPAY OK-STERILIZATION SVC	80.00
	FLEETCOR TECHNOLOGIES	FUELMAN EXP - DEC, 2015	55.46
	CITY GARAGE	LABOR/OVERHEAD EXP - DEC,	184.75
<b>TOTAL ANIMAL CONTROL</b>			<b>547.54</b>
EMERGENCY PREPAREDNES	VERDIGRIS VALLEY ELECTRIC COOP	ELECTRIC BILL-STORM SIREN	9.48
	VERDIGRIS VALLEY ELECTRIC COOP	ELECTRIC BILL-STORM SIREN	21.01
	VERDIGRIS VALLEY ELECTRIC COOP	ELECTRIC BILL-STORM SIREN	26.42
	VERIZON WIRELESS	WIRELESS CONNECTION	29.65
	JPMORGAN CHASE BANK	LOWES-FLAPPER	11.38
<b>TOTAL EMERGENCY PREPAREDNESS</b>			<b>97.94</b>
STORMWATER	JPMORGAN CHASE BANK	ATWOODS-BOOTS	129.99
	JPMORGAN CHASE BANK	ATWOODS-BOOTS	129.99
	JPMORGAN CHASE BANK	ATWOODS-BOOTS	129.99
	JPMORGAN CHASE BANK	TRANSCO SUPPLY-PPE	11.72
	JPMORGAN CHASE BANK	TRANSCO SUPPLY-PPE	46.88
	VERIZON WIRELESS	WIRELESS CONNECTION	149.68
	BLUE ENERGY FUELS, LLC	CNG FUEL PURCH DEC, 2015	247.25
	SPIRIT LANDSCAPE MANAGEMENT LLC	MONTHLY LANDSCAPE MAINTEN	216.25
	SPIRIT LANDSCAPE MANAGEMENT LLC	MONTHLY LANDSCAPE MAINTEN	410.00
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	27.01
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	27.01
	JPMORGAN CHASE BANK	P & K EQUIP-MOWER REPAIR	383.72
	JPMORGAN CHASE BANK	OREILLYS-SUPPLIES	26.47
	FLEETCOR TECHNOLOGIES	FUELMAN EXP - DEC, 2015	293.37
	CITY GARAGE	VEH PARTS PURCH - DEC, 20	673.32
	CITY GARAGE	LABOR/OVERHEAD EXP - DEC,	2,162.58
	TREASURER PETTY CASH	CDL LICENSE RENEWAL	52.50
<b>TOTAL STORMWATER</b>			<b>5,117.73</b>
PARKS	CITY GARAGE	LABOR/OVERHEAD EXP - DEC,	963.33
	CITY GARAGE	VEH PARTS PURCH - DEC, 20	4.08
	FLEETCOR TECHNOLOGIES	FUELMAN EXP - DEC, 2015	233.60
	UNIFIRST HOLDINGS LP	PARKS UNIFORMS	15.25
	UNIFIRST HOLDINGS LP	PARKS UNIFORMS	15.25

## Claims List

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Budget Unit Title	Vendor Name	Payable Description	Payment Amount
PARKS...	UNIFIRST HOLDINGS LP	PARKS UNIFORMS	15.25
	UNIFIRST HOLDINGS LP	PARKS UNIFORMS	15.25
	DALE & LEES SERVICE, INC	AC/HEAT SERVICING	88.00
	DAVID'S ELECTRIC, INC.	PARKS OFFICE INSPECTION	90.00
	PROTECTION ONE ALARM MONITORING INC	ALARAM SYSTEM PARKS OFFIC	29.99
	WASHINGTON CO RURAL WATER DISTRICT	WATER SERVICE AT MCCARTY	36.00
	ROGERS COUNTY RURAL WATER DISTRICT	WATER SERVICE CENTENNIAL	185.10
	VERIZON WIRELESS	WIRELESS CONNECTION	29.65
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	42.45
<b>TOTAL PARKS</b>			<b>1,763.20</b>
PARKS OFFICE	JPMORGAN CHASE BANK	LOWES-SUPPLIES	6.40
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	286.33
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	76.81
	JPMORGAN CHASE BANK	ATWOODS-SUPPLIES	69.87
	JPMORGAN CHASE BANK	HOME DEPOT-SUPPLIES	3.80
	JPMORGAN CHASE BANK	HOME DEPOT-SUPPLIES	3.80
	JPMORGAN CHASE BANK	ATWOODS-SUPPLIES	29.98
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	7.28
	JPMORGAN CHASE BANK	ACE HARDWARE-SUPPLIES	31.44
<b>TOTAL PARKS OFFICE</b>			<b>515.71</b>
COMMUNITY CENTER	JPMORGAN CHASE BANK	TARGET-LIGHTS	62.98
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	25.63
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	35.57
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	520.50
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	68.72
	JPMORGAN CHASE BANK	LOWES-DRYWALL	108.74
	JPMORGAN CHASE BANK	LUMBER LIQUID-COUNTERTOP	379.99
	JPMORGAN CHASE BANK	HOME DEPOT-CABINETS	467.00
	JPMORGAN CHASE BANK	LOWES-PARTS	139.94
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	203.95
	ONEOK, INC OKLAHOMA NATURAL GAS	NATURAL GAS USAGE	447.70
	GRAND GATEWAY ECO. DEV. ASSC.	NOVEMBER SENIOR FARES	275.00
	JPMORGAN CHASE BANK	TUCKER JANT'L-SUPPLIES	142.35
	JPMORGAN CHASE BANK	TUCKER JANT'L-SUPPLIES	319.95
	JPMORGAN CHASE BANK	HOBBY LOBBY-SUPPLIES	273.98
<b>TOTAL COMMUNITY CENTER</b>			<b>3,472.00</b>
HISTORICAL MUSEUM	ONEOK, INC OKLAHOMA NATURAL GAS	NATURAL GAS USAGE	131.43
<b>TOTAL HISTORICAL MUSEUM</b>			<b>131.43</b>
ECONOMIC DEV	AC NIELSEN CORPORATION	LICENSE RENEWAL	1,095.00

## Claims List

1/19/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
ECONOMIC DEV...	VERIZON WIRELESS	WIRELESS CONNECTION	29.65
	JPMORGAN CHASE BANK	WEBSCRIBBLE-HOSTING	19.99
	CITY GARAGE	LABOR/OVERHEAD EXP - DEC,	74.66
<b>TOTAL ECONOMIC DEV</b>			<b>1,219.30</b>
<b>FUND GRAND TOTAL</b>			<b>34,682.37</b>
AMBULANCE SERVICE	MICHELE ELLIS	AMBULANCE REFUND	50.00
	HEALTHCHOICE	AMBULANCE REFUND	550.00
	ROGER CRUTCHFIELD	AMBULANCE REFUND	81.85
	AMERICAN MUNICIPAL SERVICES CORP.	COLLECTION SERVICES	59.00
<b>TOTAL AMBULANCE SERVICE</b>			<b>740.85</b>
AMBULANCE	JPMORGAN CHASE BANK	HENRY SCHEIN-SUPPLIES	409.91
	JPMORGAN CHASE BANK	NREMT-RECERTIFICATION	20.00
	JPMORGAN CHASE BANK	BOUND TREE-SUPPLIES	2,398.30
	JPMORGAN CHASE BANK	BOUND TREE-SUPPLIES	155.99
	VERIZON WIRELESS	WIRELESS CONNECTION	238.63
	JPMORGAN CHASE BANK	QUADMED-SUPPLIES	496.00
	JPMORGAN CHASE BANK	QUADMED-SUPPLIES	119.00
	JPMORGAN CHASE BANK	FULLERTON-SUPPLIES	105.00
	JPMORGAN CHASE BANK	NREMT-RECERTIFICATION	20.00
	CITY GARAGE	LABOR/OVERHEAD EXP - DEC,	761.08
	JPMORGAN CHASE BANK	ZOLL-SUPPLIES	712.50
	FLEETCOR TECHNOLOGIES	FUELMAN EXP - DEC, 2015	1,530.79
	CITY GARAGE	VEH PARTS PURCH - DEC, 20	250.61
	LENOX WRECKER SERVICE INC	VEHICLE TOWING SERVICES	235.00
	LENOX WRECKER SERVICE INC	VEHICLE TOWING SERVICES	235.00
	LENOX WRECKER SERVICE INC	VEHICLE TOWING SERVICES	235.00
<b>TOTAL AMBULANCE</b>			<b>7,922.81</b>
<b>FUND GRAND TOTAL</b>			<b>8,663.66</b>
E911 COMMUNICATIONS	MOTOROLA SOLUTIONS, INC	IR SITE MAINT @ TOWER	2,016.01
	AT&T	E911 MAPPING FEES - JAN	355.35
<b>TOTAL E911 COMMUNICATIONS</b>			<b>2,371.36</b>
<b>FUND GRAND TOTAL</b>			<b>2,371.36</b>
HOTEL TAX - ECON DEV	REGINALD KIM HENRY	HOLIDAY BANNER INSTALLATI	1,995.00
<b>TOTAL HOTEL TAX - ECON DEV</b>			<b>1,995.00</b>

## Claims List

1/19/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
STRONG NEIGHBORHOODS	FLEETCOR TECHNOLOGIES	FUELMAN EXP - DEC, 2015	27.58
	CITY GARAGE	LABOR/OVERHEAD EXP - DEC,	67.16
	JPMORGAN CHASE BANK	SAV ON-OSNI SUPPLIES	10.50
	JPMORGAN CHASE BANK	WALMART-FRAMES	16.60
<b>TOTAL STRONG NEIGHBORHOODS</b>			<b>121.84</b>
<b>FUND GRAND TOTAL</b>			<b>2,116.84</b>
STORMWATER - STORMWATER	MESHEK & ASSOCIATES, P.L.C.	ENGINEERING SERVICES	1,069.75
<b>TOTAL STORMWATER - STORMWATER</b>			<b>1,069.75</b>
LAKERIDGE/CNTRL DRAIN IMP	MESHEK & ASSOCIATES, P.L.C.	ENGINEERING SERVICES	1,718.20
<b>TOTAL LAKERIDGE/CNTRL DRAIN IMP</b>			<b>1,718.20</b>
SPORTS PRK DETENTION POND	MESHEK & ASSOCIATES, P.L.C.	ENGINEERING SERVICES	16,439.00
<b>TOTAL SPORTS PRK DETENTION POND</b>			<b>16,439.00</b>
<b>FUND GRAND TOTAL</b>			<b>19,226.95</b>
SALES TAX FUND-FIRE	JPMORGAN CHASE BANK	AMER WASTE-DUMPSTER RENTA	362.15
	VERIZON WIRELESS	WIRELESS CONNECTION	708.39
	BLUE ENERGY FUELS, LLC	CNG FUEL PURCH DEC, 2015	63.73
	JPMORGAN CHASE BANK	BIG POPPY'S-UNIFORMS	196.00
	JPMORGAN CHASE BANK	BIG POPPY'S-UNIFORMS	196.00
	JPMORGAN CHASE BANK	OREILLYS-SUPPLIES	25.00
	JPMORGAN CHASE BANK	SAMSCLUB-SUPPLIES	98.14
	JPMORGAN CHASE BANK	LOCKE SUPPLY-PARTS	15.51
	JPMORGAN CHASE BANK	LOCKE SUPPLY-PARTS	268.55
	JPMORGAN CHASE BANK	LOCKE SUPPLY-SUPPLIES	38.79
	NORTHERN SAFETY COMPANY, INC.	SCBA SYSTEM	125.70
	JPMORGAN CHASE BANK	CONRAD FIRE-VALVES	44.21
	JPMORGAN CHASE BANK	CONRAD FIRE-PARTS	43.79
	JPMORGAN CHASE BANK	CONRAD FIRE-VEH PLUGS	520.73
	JPMORGAN CHASE BANK	CONRAD FIRE-PARTS	55.30
	JPMORGAN CHASE BANK	CONRAD FIRE-GAUGES	146.98
	JPMORGAN CHASE BANK	CONRAD FIRE-FACE SHIELDS	1,364.55
	JPMORGAN CHASE BANK	SAMSCLUB-SUPPLIES	54.76
	JPMORGAN CHASE BANK	SAMSCLUB-SUPPLIES	25.38
	JPMORGAN CHASE BANK	FASTENAL-SUPPLIES	6.00
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	22.02
	JPMORGAN CHASE BANK	TROPHY/PLAQUE-NAMEPLATES	91.11
	JPMORGAN CHASE BANK	LOWES-LIGHT SWITCH	8.15

## Claims List

1/19/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
SALES TAX FUND-FIRE...	JPMORGAN CHASE BANK	IBOATS.COM-PROPELLERS	124.46
	JPMORGAN CHASE BANK	BUMP2BUMP-PARTS	12.30
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	59.09
	JPMORGAN CHASE BANK	SAMSClub-SUPPLIES	53.80
	JPMORGAN CHASE BANK	HEIMAN FIRE-PARTS	156.40
	JPMORGAN CHASE BANK	MOTOROLA-RADIO REPAIR	393.00
	JPMORGAN CHASE BANK	IMAGENET-COPIER CONTRACT	440.17
	JPMORGAN CHASE BANK	FISDAP-EMT COURSE	75.00
	JPMORGAN CHASE BANK	PIKEPASS-FEES	24.80
	JPMORGAN CHASE BANK	OK POLICE SPLY-UNIFORMS	180.70
	JPMORGAN CHASE BANK	ATWOODS-SUPPLIES	4.78
	JPMORGAN CHASE BANK	HOME DEPOT-SUPPLIES	19.98
	JPMORGAN CHASE BANK	NREMT-RE-CERTIFICATION	20.00
	JPMORGAN CHASE BANK	HOME DEPOT-SUPPLIES	11.44
	ONEOK, INC OKLAHOMA NATURAL GAS	NATURAL GAS USAGE	1,035.65
	NORTHERN SAFETY COMPANY, INC.	SCBA SYSTEM	37,345.00
	NORTHERN SAFETY COMPANY, INC.	SCBA SYSTEM	5,452.00
	JPMORGAN CHASE BANK	STOLZ-STORAGE CONSOLE	309.00
	JPMORGAN CHASE BANK	KOVATCH-VEHICLE SUPPLIES	71.84
	NORTHERN SAFETY COMPANY, INC.	REPLACEMENT HOSE	451.42
	NORTHERN SAFETY COMPANY, INC.	SEAL KIT FOR PUMPER	66.75
	NORTHERN SAFETY COMPANY, INC.	SEAL KITS FOR PUMPERS	338.70
	NORTHERN SAFETY COMPANY, INC.	NOZZLE HOSE	832.40
	DAVID WOODS	TUITION REIMBURSEMENT	939.70
	LOYD MOSIER, JR.	TUITION REIMBURSEMENT	375.88
	NORTH AMERICA FIRE EQUIPMENT CO.	STRUCTURAL GLOVES	852.00
	CITY GARAGE	LABOR/OVERHEAD EXP - DEC,	3,264.16
	JPMORGAN CHASE BANK	P & K EQUIP-SHARPEN CHAIN	8.00
	JPMORGAN CHASE BANK	OREILLYS-PARTS	21.99
	JPMORGAN CHASE BANK	GALLS-SUPPLIES	19.66
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	51.20
	FLEETCOR TECHNOLOGIES	FUELMAN EXP - DEC, 2015	1,563.40
	CITY GARAGE	VEH PARTS PURCH - DEC, 20	333.78
	NORTHERN SAFETY COMPANY, INC.	BATTERIES	330.37
JPMORGAN CHASE BANK	LOCKE SUPPLY-PARTS	0.99	
<b>TOTAL SALES TAX FUND-FIRE</b>			<b>59,720.75</b>
<b>FUND GRAND TOTAL</b>			<b>59,720.75</b>
SALES TAX POLICE	TREASURER PETTY CASH	REIMB MEDICARE EXPENSE	30.79
<b>TOTAL SALES TAX POLICE</b>			<b>30.79</b>
SALES TAX FUND-POLICE	JPMORGAN CHASE BANK	WALMART-SUPPLIES	79.86

## Claims List

1/19/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
SALES TAX FUND-POLICE...	JPMORGAN CHASE BANK	RAY ALLEN-SUPPLIES	76.48
	JPMORGAN CHASE BANK	AMAZON-SCANNER KIT	347.99
	JPMORGAN CHASE BANK	OFFICE DEPOT-CHAIR	219.99
	JPMORGAN CHASE BANK	ACADEMY-EQUIPMENT	479.99
	JPMORGAN CHASE BANK	ATWOODS-K9 SUPPLIES	29.94
	VERIZON WIRELESS	WIRELESS CONNECTION	687.67
	PENNY HAMRICK	TUITION REIMBURSEMENT	859.20
	JPMORGAN CHASE BANK	OFFICE DEPOT-CHAIRS	465.27
	JPMORGAN CHASE BANK	AMAZON-ARMOIRE	240.76
	CITY GARAGE	VEH PARTS PURCH - DEC, 20	5,117.23
	CITY GARAGE	LABOR/OVERHEAD EXP - DEC,	9,694.41
	ONEOK, INC OKLAHOMA NATURAL GAS	NATURAL GAS USAGE	352.13
	JPMORGAN CHASE BANK	THOMSON WEST-CLEAR ACCESS	276.01
	JPMORGAN CHASE BANK	VIEVU-STRAIGHT SHOOTER	250.00
	JPMORGAN CHASE BANK	VIEVU-STRAIGHT SHOOTER	250.00
	JPMORGAN CHASE BANK	LA POLICE GEAR-SUPPLIES	87.96
	JPMORGAN CHASE BANK	AMAZON-SUPPLIES	44.49
	JPMORGAN CHASE BANK	AMAZON-SUPPLIES	39.99
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	13.82
	JPMORGAN CHASE BANK	IAPE-DUES	50.00
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	50.32
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	54.99
	JPMORGAN CHASE BANK	HILLS PET-K9 FOOD	169.65
	JPMORGAN CHASE BANK	AMAZON-UNIFORM ITEM	24.95
	JPMORGAN CHASE BANK	PUBLIC SAFETY-SUPPLIES	352.30
	JPMORGAN CHASE BANK	SOUTHERN AG-K9 FOOD	95.98
	JPMORGAN CHASE BANK	NORTHSIDE SALES-SUPPLIES	82.00
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	13.97
	JPMORGAN CHASE BANK	SAMSClub-SUPPLIES	74.38
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	8.30
	FLEETCOR TECHNOLOGIES	FUELMAN EXP - DEC, 2015	4,940.51
	TREASURER PETTY CASH	NOTARY FILING	10.00
	LIGHTFIELD LLR CORPORATION	LESS LETHAL MUNITIONS	1,012.50
JPMORGAN CHASE BANK	ELITE K9-K9 SUPPLIES	291.90	
JPMORGAN CHASE BANK	VAN METER-TRAINING	150.00	
JPMORGAN CHASE BANK	VAN METER-TRAINING	150.00	
<b>TOTAL SALES TAX FUND-POLICE</b>			<b>27,144.94</b>
<b>FUND GRAND TOTAL</b>			<b>27,175.73</b>
SALES TAX FUND-STREETS	BLUE ENERGY FUELS, LLC	CNG FUEL PURCH DEC, 2015	475.49
	JPMORGAN CHASE BANK	BUMP2BUMP-TOOLS	7.98
	CITY GARAGE	LABOR/OVERHEAD EXP - DEC,	2,534.66
	FLEETCOR TECHNOLOGIES	FUELMAN EXP - DEC, 2015	287.90

## Claims List

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Budget Unit Title	Vendor Name	Payable Description	Payment Amount
SALES TAX FUND-STREETS...	CITY GARAGE	VEH PARTS PURCH - DEC, 20	366.04
	JPMORGAN CHASE BANK	LOWES-EXTENSION CORD	41.36
	JPMORGAN CHASE BANK	FASTENAL-NUTS & BOLTS	10.39
	JPMORGAN CHASE BANK	TRANSCO SUPPLY-PPE	11.72
	JPMORGAN CHASE BANK	STD SPLY-PARTS	19.75
	JPMORGAN CHASE BANK	TRANSCO SUPPLY-PPE	46.88
	VERDIGRIS VALLEY ELECTRIC COOP	SECURITY LIGHT	6.57
	VERDIGRIS VALLEY ELECTRIC COOP	CHAMPIONS STREET LIGHTING	35.17
	JPMORGAN CHASE BANK	BUMP2BUMP-TOGGLE SWITCH	7.78
	JPMORGAN CHASE BANK	MID AMER SIGNAL-LOOP WIRE	1,330.75
	JPMORGAN CHASE BANK	LOWES-STORAGE HANGERS	19.34
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	12.26
	JPMORGAN CHASE BANK	LOWES-OIL DRY	9.98
	JPMORGAN CHASE BANK	SCOTT MACON-COMPRESS OIL	159.00
	AEP/PSO	STREET LIGHTS	5,968.03
	JPMORGAN CHASE BANK	ATWOODS-TOOLS	94.95
	JPMORGAN CHASE BANK	LOWES-AIR IMPACT TOOL	92.98
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	47.69
	JPMORGAN CHASE BANK	FLEETPRIDE-CHAINS	412.42
	APAC-OKLAHOMA, INC.	ASPHALT FOR STREET REPAIR	2,437.80
	APAC-OKLAHOMA, INC.	ASPHALT - 105 W 3 AVE	295.62
	TWIN CITIES READY MIX, INC	CONCRETE	852.00
	VERIZON WIRELESS	WIRELESS CONNECTION	80.02
	JPMORGAN CHASE BANK	ACADEMY-MUCK BOOTS	154.99
	JPMORGAN CHASE BANK	ATWOODS-MUCK BOOTS	129.99
	JPMORGAN CHASE BANK	ATWOODS-MUCK BOOTS	129.99
	JPMORGAN CHASE BANK	ATWOODS-PARTS	112.93
	JPMORGAN CHASE BANK	ATWOODS-MUCK BOOTS	129.99
	JPMORGAN CHASE BANK	ATWOODS-MUCK BOOTS	129.99
	JPMORGAN CHASE BANK	ATWOODS-GLOVES	18.95
	JPMORGAN CHASE BANK	P & K EQUIP-REPAIR PARTS	16.78
	JPMORGAN CHASE BANK	ALL WHEEL-WIRING HARNESS	2,622.96
	JPMORGAN CHASE BANK	FUELMASTER-FUEL	19.70
	TULSA ASPHALT, LLC	POTHOLE REPAIRS	270.30
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	47.69
	APAC-OKLAHOMA, INC.	STREET REPAIR	391.95
	TWIN CITIES READY MIX, INC	TYPE I STREET REPAIR	159.75
	JPMORGAN CHASE BANK	LOWES-SALES TAX CREDIT	-3.39
	JPMORGAN CHASE BANK	BUMP2BUMP-SPARK PLUGS	8.00
	JPMORGAN CHASE BANK	OWASSO FENCE-SIGNS	409.74
	AMERICAN ELECTRIC POWER	MAIN STREET LIGHTING	1,000.00
	AMERICAN ELECTRIC POWER	SILVER CREEK LIGHTING	513.00
	JPMORGAN CHASE BANK	ACE HARDWARE-SUPPLIES	47.94
	JPMORGAN CHASE BANK	AMERIFLEX-HYDRAULIC HOSE	66.60

## Claims List

1/19/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
SALES TAX FUND-STREETS...	JPMORGAN CHASE BANK	HD SUPPLY-MUCK BOOTS	105.00
<b>TOTAL SALES TAX FUND-STREETS</b>			<b>22,147.38</b>
<b>FUND GRAND TOTAL</b>			<b>22,147.38</b>
CI - FBO BUILDING	NABHOLZ CONSTRUCTION CORPORATION	NEW CITY HALL RENOVATION	214,194.32
<b>TOTAL CI - FBO BUILDING</b>			<b>214,194.32</b>
CI - GARN WID 96TH-106TH	SEVEN C'S ENTERPRISES, INC	ROW ACQUISITION & EASEMEN	8,100.00
	DEWBERRY ENGINEERS, INC	ENGINEERING SERVICES	6,295.50
	INTEGRA REALTY RESOURCES, LLC	APPRAISAL FOR ROW ACQUISI	2,750.00
	INTEGRA REALTY RESOURCES, LLC	APPRAISAL FOR ROW ACQUISI	2,750.00
<b>TOTAL CI - GARN WID 96TH-106TH</b>			<b>19,895.50</b>
<b>FUND GRAND TOTAL</b>			<b>234,089.82</b>
CITY GARAGE	JPMORGAN CHASE BANK	GOODYEAR-TIRES	4,271.55
	JPMORGAN CHASE BANK	CLASSIC CHEVY-REPAIRS	449.86
	JPMORGAN CHASE BANK	CLASSIC CHEVY-REPAIRS	384.30
	JPMORGAN CHASE BANK	CLASSIC CHEVY-PARTS	316.94
	JPMORGAN CHASE BANK	B & M OIL-HYDRAULIC OIL	1,293.60
	JPMORGAN CHASE BANK	BUMP2BUMP-PARTS RESALE	27.00
	JPMORGAN CHASE BANK	BUMP2BUMP-PARTS RESALE	135.00
	JPMORGAN CHASE BANK	QUALITY TIRE-ALIGNMENT	69.95
	JPMORGAN CHASE BANK	OREILLYS-SUPPLIES	86.20
	JPMORGAN CHASE BANK	OREILLYS-PARTS RESALE	1,146.16
	JPMORGAN CHASE BANK	CLASSIC CHEVY-PARTS	468.29
	JPMORGAN CHASE BANK	CLASSIC CHEVY-REPAIRS	449.86
	JPMORGAN CHASE BANK	LENOX WRECKER-TOWING	85.00
	JPMORGAN CHASE BANK	LENOX-TOWING	65.00
	JPMORGAN CHASE BANK	LENOX WRECKER-TOWING	85.00
	JPMORGAN CHASE BANK	LOCKE SUPPLY-LIGHTING	44.57
	JPMORGAN CHASE BANK	TATE BOYS-ALIGNMENT	59.95
	ONEOK, INC OKLAHOMA NATURAL GAS	NATURAL GAS USAGE	504.76
	JPMORGAN CHASE BANK	GOODYEAR-TIRES	1,284.42
	JPMORGAN CHASE BANK	LOWES-LIGHTS	94.98
	JPMORGAN CHASE BANK	BUMP2BUMP-PARTS RESALE	308.00
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	14.04
	JPMORGAN CHASE BANK	FASTENAL-SUPPLIES	7.56
	JPMORGAN CHASE BANK	SUMMIT TRUCK-PARTS RESALE	2,593.40
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	32.04
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	32.04
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	32.04

## Claims List

1/19/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
CITY GARAGE...	JPMORGAN CHASE BANK	BUMP2BUMP-PARTS RESALE	468.84
	JPMORGAN CHASE BANK	B & M OIL-MOTOR OIL	481.25
	JPMORGAN CHASE BANK	UNITED FORD-CORE CREDIT	-600.00
	JPMORGAN CHASE BANK	GOODYEAR-TIRES	1,511.76
	JPMORGAN CHASE BANK	HESSSELBEIN-TIRES	315.92
<b>TOTAL CITY GARAGE</b>			<b>16,519.28</b>
<b>FUND GRAND TOTAL</b>			<b>16,519.28</b>
WORKERS' COMP SELF-INS	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	366.98
	CITY OF OWASSO IMPREST ACCOUNT	STOP CHECK CHARGE	29.00
	OK TAX COMMISSION SPECIAL TAX UNIT	MULTIPLE INJURY TRUST FUN	4,897.54
	UNITED SAFETY & CLAIMS INC	UNITED SAFETY CLAIMS ADMI	1,658.33
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	4,162.46
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	2,193.13
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	2,354.76
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	1,192.50
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	366.98
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	366.98
<b>TOTAL WORKERS' COMP SELF-INS</b>			<b>17,588.66</b>
<b>FUND GRAND TOTAL</b>			<b>17,588.66</b>
GEN LIAB-PROP SELF INS	JPMORGAN CHASE BANK	CLASSIC CHEVY-REPAIRS	289.00
	JPMORGAN CHASE BANK	PRUITTS AUTO-VEH REPAIRS	1,771.40
	JPMORGAN CHASE BANK	STREET LAMPS-TORT CLAIM	83.00
	JPMORGAN CHASE BANK	CLASSIC CHEVY-PARTS	662.03
<b>TOTAL GEN LIAB-PROP SELF INS</b>			<b>2,805.43</b>
<b>FUND GRAND TOTAL</b>			<b>2,805.43</b>
WELLNESS	JPMORGAN CHASE BANK	FITBIT-EMPLOYEE WELLNESS	90.00
	JPMORGAN CHASE BANK	FITBIT-EMPLOYEE WELLNESS	1,241.55
<b>TOTAL WELLNESS</b>			<b>1,331.55</b>
<b>FUND GRAND TOTAL</b>			<b>1,331.55</b>
<b>CITY GRAND TOTAL</b>			<b>\$448,439.78</b>



**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** Christopher A. Garrett  
Fire Chief

**SUBJECT:** Donation from Capital One

**DATE:** January 15, 2016

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**BACKGROUND:**

Staff recently received a donation from Capital One in the amount of \$5,000. The donation is part of Capital One's "Transforming Your Community Program," which awards donations based on the merits of employees' nominations. This donation is the result of a nomination by Chasity Teel, who tragically lost her son in a residential fire. At the time of the fire, Ms. Teel's home was not equipped with a working smoke alarm. The lack of a smoke alarm was a critical factor in her son's death, and Ms. Teel wanted to help make sure that there was a program in place to install working smoke alarms in the homes of everyone who needed them.

Based on the intent of Ms. Teel's nomination, the fire department intends to use the donation to purchase additional smoke alarms, batteries, and the necessary installation supplies to further support its smoke alarm program.

**RECOMMENDATION:**

Staff recommends acceptance of the \$5,000 donation from Capital One and approval of an amendment to the FY2016 Fire Department Half-Penny Sales Tax Fund (37-250) increasing the estimated revenues and the appropriation for expenditures by \$5,000.



**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** Christopher A. Garrett  
Fire Chief

**SUBJECT:** Donation from Dr. Steven Kovacs

**DATE:** January 15, 2016

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**BACKGROUND:**

Staff recently received a donation from Dr. Steven Kovacs in the amount of \$3,100. Dr. Kovacs has specified that this money be used to cover the cost of two upcoming continuing education classes on the subject of advanced cardiology for Owasso Fire Department paramedics.

**RECOMMENDATION:**

Staff recommends acceptance of the \$3,100 donation from Dr. Kovacs and approval of an amendment to the FY2016 Ambulance Service Fund (20-255) increasing the estimated revenues and the appropriation for expenditures by \$3,100.



**TO:** The Honorable Mayor and City Council  
 City of Owasso  
  
**FROM:** Karl Fritschen, Chief Urban and Long Range Planner  
  
**SUBJECT:** Planned Unit Development, OPUD-15-02 (Safelock Storage)  
  
**DATE:** January 15, 2016

**BACKGROUND:**

The City of Owasso received a Planned Unit Development (PUD) application for review and approval for a storage unit facility. The subject property is located southeast of E 76<sup>th</sup> St N and N 129<sup>th</sup> St E Ave. The property is part of previously approved PUD 08-03 known as Penix Place, which was approved by the City Council in February 2009. PUD 08-03, which was 7.7 acres in size, included provisions for mini-storage buildings in the rear of the property and commercial and office uses along the frontage of tract. Only a portion of PUD 08-03 was platted, which included the KinderCare facility, and none of the proposed uses described in PUD 08-03 were ever developed. Therefore, the PUD has expired due to inactivity. Staff received a revised PUD request for a portion of the original Penix Place PUD, for development of only mini-storage buildings. The underlying zoning, Commercial Shopping (CS), would remain in place with the PUD overlay.

**SURROUNDING ZONING:**

Direction	Zoning	Use	Land Use Plan	Jurisdiction
North	CS	Undeveloped /Child Care Center	Commercial	City of Owasso
South	RE	Residential Estates	Residential	Tulsa County
East	AG	Single Family Home	Residential	Tulsa County
West	CS	Vacant	Commercial	City of Owasso

**SUBJECT PROPERTY/PROJECT DATA:**

Property Size	3.9 acres
Current Zoning	CS- Commercial Shopping
Proposed Use	Mini-Storage
Lots/Blocks	1 lot, 1 block
Number of Reserve Areas	N/A
Within PUD?	PUD 15-02 proposed
Within Overlay District?	No
Water Provider	Rogers County Rural #3
Applicable Paybacks	Storm siren fee of \$35/acre
Streets (public or private)	N/A

## **CONCEPT OF A PUD:**

The concept of a Planned Unit Development is to provide a creative alternative to conventional development where a particular tract is under common ownership or control and where a detailed development plan, outlining the development of the tract as a unit, is proposed and submitted for public review. The use of a PUD technique is a way to amend the zoning designation in accordance with a complete and coordinated plan of development for a larger parcel, rather than piecemeal individual changes using the variance process. A PUD can be applied to any zoning district, so long as general intent of the 2030 Land Use Plan is maintained for the location of the project. In this particular case, this area is called out on the land use plan for commercial uses; therefore the storage facility does not deviate from the planned use identified in the 2030 Land Use Plan.

## **ANALYSIS:**

PUD 15-02 (Safelock Storage) contains 416 units on a 3.9 acre tract, with 168 climate controlled units and one office area. The storage facility will develop at the rear of the property with the remaining tracts having frontage along both E 76<sup>th</sup> St and N 129<sup>th</sup> E Ave, much the same way as the original Penix Place (PUD 08-03) was designed. The applicant has provided an outlined development plan of the proposed project along with architectural renderings of the proposed buildings and a conceptual landscape plan. While mini-storage facilities are typically not a commercial use that yields a great deal of economic benefits to the City in terms of sales tax, there is a continued need for such facilities and as such accommodations should be made for their appropriate placement. In this case, the proposed storage units are proposed to be placed in the rear of the property, where retail commercial and office uses sometimes have a difficult time thriving. Storage facilities such as this can also serve to buffer current or future residential uses from more intense commercial uses that typically locate along the frontage or at the hard corners of arterial street intersections.

The site plan for the proposed storage units indicates a 17.5 utility easement/buffer along the south and east property lines, which is adjacent to where future residential uses would likely occur. Within this area trees and shrubs will be planted. The architecture of the perimeter walls of the facility are also to be attractively designed. An office and small parking area are located on the north side of the project along with two mutual access easements, one to the north and one to the west.

If the PUD is approved, the applicant will provide final development plans, which will include all civil drawings, for administrative review and approval by City staff. Platting is not required since the lot is already platted. However, the KinderCare facility will be required to split off since it is a separate use, will be under different ownership, and establishes lot lines to govern future setbacks for adjoining future uses. Further, the lot split will ensure clear title for each property in the event future transactions take place.

PUD applications presented to the Planning Commission and City Council are for approval of the zoning, the uses, the overall plan as it relates to the immediate area, and the concept for the development. Future planning issues must still be considered if the PUD is approved. If approved, the applicant will be required to adhere to all City of Owasso subdivision regulations and engineering requirements included but not limited to sidewalks, stormwater controls, life safety issues, and landscaping.

City staff published legal notice of the PUD request in the Owasso Reporter and mailed notices to property owners within a 300' radius of the subject property.

**COMPREHENSIVE PLAN CONSISTENCY:**

The Owasso 2030 Land Use Master Plan identifies the subject property and its surroundings as having a future land use of commercial, so this proposal is in compliance with the Land Use Master Plan.

**HARMONY WITH THE EXISTING AND EXPECTED DEVELOPMENT:**

This proposal appears to be consistent with the current and expected development of the area. Hard corner intersections of arterial streets typical contain higher intensity uses.

**PUBLIC HEARING:**

In accordance with the Owasso Zoning Code, the Planning Commission and City Council shall hold a public hearing on any PUD application and determine the following:

1. Whether the PUD is consistent with the Comprehensive Plan.
2. Whether the PUD is in harmony with the existing and expected development of surrounding areas.
3. Whether the PUD is a unified treatment of the development possibilities of the project site.
4. Whether the PUD is consistent with the stated purpose and standards of the PUD ordinance.
  - a. To permit innovative land development while maintaining appropriate limitation on the character and intensity of use assuring compatibility with adjoining and proximate properties;
  - b. To permit flexibility within the development to best utilize the unique physical features of the particular site;
  - c. To provide and preserve meaningful open space; and
  - d. To achieve a continuity of function and design within the development.

Overall, this project has been adequately designed to meet the challenges associated with the property and future needs. Staff has provided the applicant with feedback as to what would make this project viable and how to minimize the impacts of developing this particular piece of property. The applicants have responded accordingly with a plan that meets the expectations of staff.

**PLANNING COMMISSION:**

The Planning Commission unanimously recommended approval subject to TAC comments at their regular meeting on January 11, 2016.

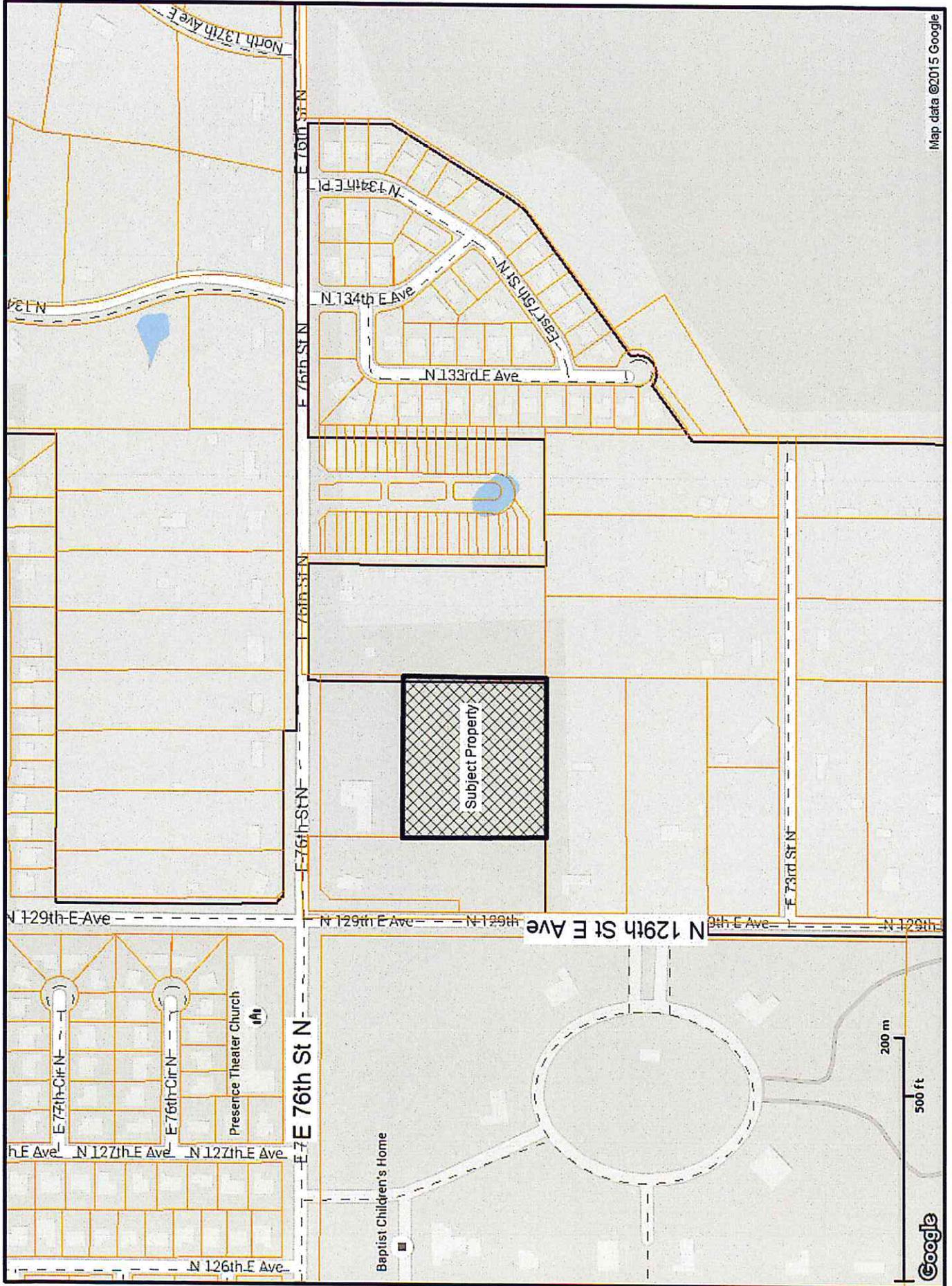
**RECOMMENDATION:**

Staff recommends approval of OPUD 15-02

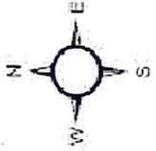
**ATTACHMENTS:**

- Area Map
- Aerial Map
- Land Use Plan Map
- Outlined Development Plan
- Architecturals
- Original Penix Place (PUD 08-03)

OPUD 15-02



# OPUD-15-02

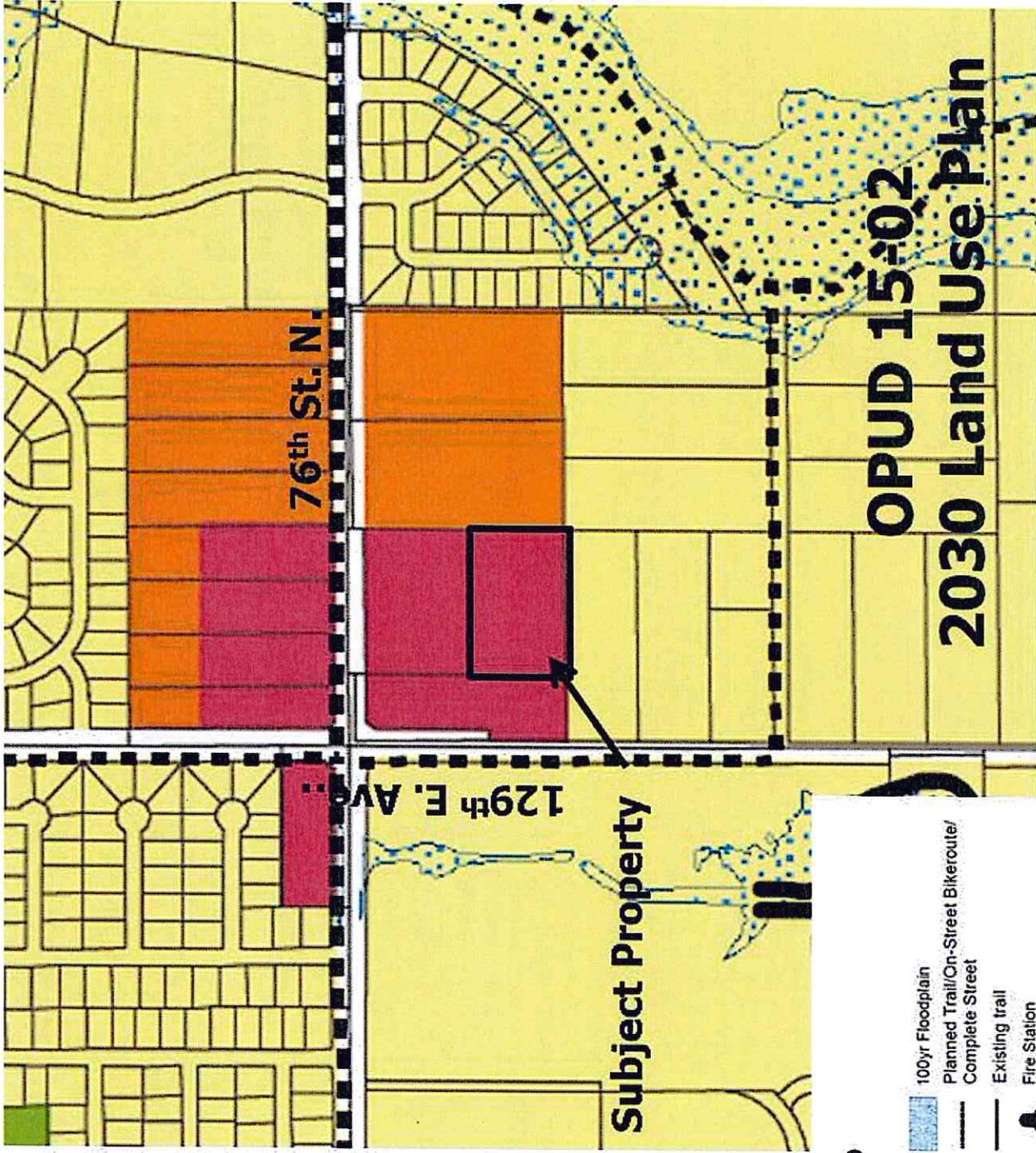


11/04/2015

Sub Title

1" = 188 ft

This map represents a visual display of related geographic information. Data provided hereon is not a guarantee of actual field conditions. To be sure of complete accuracy, please contact Owasso staff for the most up-to-date information.



**LEGEND**

**Land Use Categories**

- Commercial
- Industrial/Regional Employment
- Neighborhood Mixed Use (Light Office, Commercial Shopping, Attached Housing, SF Housing, Apartments above retail)
- Parks/Recreation
- Public/Institutional/Quasi Public
- Residential (Single family detached housing)
- Transitional (Attached housing, duplexes, offices)
- US-169 Overlay District
- \*Glenn-Mur Addition Special District
- \*\*Downtown Development District

- 100yr Floodplain
- Planned Trail/On-Street Bikeroute/Complete Street
- Existing trail
- Fire Station
- Existing Public School
- Future Public School
- Civilian Airstrip
- Future Park and Ride/Transit Stop
- Hospital
- Public Park
- Golf Course
- Competition

**SAFELOCK STORAGE PUD**  
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1. INTRODUCTION

The Planned Unit Development, of SafeLock Storage consist of 3.90 acres, more or less and is located south of East 76th Street North and east of the North 129th East Avenue in south Owasso. The property is located in the NW/4 of Section 33, Township 21 North, Range 14 East of the Indian Meridian, Tulsa County, Owasso, Oklahoma.

2. LEGAL DESCRIPTION

The legal description of the property comprising the Planned Unit Development, of SafeLock Storage is described in Exhibit "C-101". The boundaries of the site are depicted on the Outline Development Plan.

3. DEVELOPER

The developer of the property is SafeLock Storage, INC. of Owasso, Oklahoma.

4. SITE AND SURROUNDING AREAS

The subject property is currently zoned C-S Commercial Shopping and mostly vacant. There is a residence and an outbuilding located on the neighboring property to the south and a Kindercare located to the North of the desired tract.

5. PHYSICAL CHARACTERISTICS

The site contains nearly level to gently sloping terrain, with drainage flowing toward the southwest corner of the property. The site is covered with vegetation, pasture land and contains very little tree cover. Elevation on the site ranges from approximately 618 feet at the northwest boundary of approximately 611 at the west boundary. The soil is comprised of the Osage-Wynona Association Deep, nearly level, poorly drained and somewhat poorly drained, loamy or a clayey soils that have a loamy or a clayey subsoil over loamy or clayey sediment; on flood plains.

6. CONCEPT

The City of Owasso is a rapidly expanding suburban area. SafeLock Storage PUD is located in an area of Owasso that is experiencing continued growth. The Planned Unit Development represents a response to the continuing immediate and long term market demands for an increase in the availability of a storage complex to serve the surrounding neighborhood. The tract on the 129th Avenue East corner is already zoned for commercial uses. The intention of this PUD is to unify all of the tracts into one development and provide development standards.

The PUD will contain three tracts and will be developed for commercial and office uses with the mini-storage use permitted as well. The developer of SafeLock Storage envisions a commercial/retail strip along N. 129th East Avenue, with an additional commercial/ office tract to be located on the E 76th Street. North frontage on the northeast portion of the site. A personal storage facility tract will be located on the interior tract. This facility will be comprised of a stucco or brick on any side visible from property outside of the development.

7. SERVICE AVAILABILITY

The following is an analysis of the existing and proposed infrastructure to serve this PUD.

7.1. STREETS

The Planned Unit Development, of SafeLock Storage is situated 222 feet south of East 76<sup>th</sup> Street North and 174 feet east of North 129<sup>th</sup> East Avenue, both two lane roadways.

7.2. SANITARY SEWER

Sanitary sewer facilities are presently available through connection to an existing line that runs from N. 129th E. Ave. R.O.W. to the east and then north along the west property line.

7.3. WATER

Water service will be brought to this site via connection to the Rogers County Rural Water District located east of the property.

7.4. OTHER UTILITIES

Electric, gas, telephone and other appropriate utilities will be extended to serve this site.

7.5. FIRE PROTECTION

The nearest fire station is Fire Station Number 2, located at 207 S. Cedar, Owasso, Oklahoma.

8. USE AND DEVELOPMENT REGULATIONS

The Planned Unit Development, of SafeLock Storage will be developed as follows:

- C-S Commercial Shopping District, including office and mini-storage uses.
- All uses permitted in the C-S Commercial shopping District shall be allowed including conditional, special permit, special exception and/ or accessory uses subject to their appropriate conditions and review procedures for public hearings where applicable, unless otherwise noted herein.
- Mini-storage uses will be permitted in the desired tract.

9. ADDITIONAL USE AND DEVELOPMENT REGULATIONS

Maximum building height shall be two stories or 35 feet.

Minimum building setbacks are as follows:

- Minimum 15' Building Limit Line on the south boundary.
- No setback is required on the west, north and east boundaries. The side of the building, which serves as a sight-proof screening, is permitted to be on the property line.

Common areas, greenbelts, parking and drives may be located in building setbacks and apply toward setback requirements.

10. ACCESS

This tract will be accessed via a shared entrance with Tract of land to the north from East 76<sup>th</sup> Street North and via a shared entrance with a Tract of Land to the west from North 129th East Avenue.

Limits of No Access shall be as shown on the Outline Development Plan Map.

A fire department emergency crash gate will be provided on the west property line if this tract.

11. SCREENING AND LANDSCAPING

The subject parcel shall meet all requirements of the City of Owasso Landscape Ordinance; except as noted herein.

All landscaping shall be situated so that it does not create a sight restriction hazard for vehicles entering and exiting the property.

An eleven (11) foot wide landscaped buffer will be provided along the north boundary of the property. The landscape buffer may be located within the utility easements and drainage easements. The landscape buffer will contain trees planted on average 30 foot centers.

A seventeen (17.5) foot wide landscaped buffer will be provided along the west, east, and south boundaries of the site, exterior to the site proof screen. The landscape buffer may be located within the utility easements and drainage easements. The landscaped buffer will contain trees planted on average 30 foot centers.

This tract will require a minimum six foot high opaque fence or wall shall be provided along the boundaries of the tract to serve as sight-proof screening. The side of the buildings may be used as a sight-proof screening. The walls facing the exterior boundaries in Tract 3 will be comprised of stucco or brick. The side of a building may also serve as security fencing.

If the building is used as a sight-proof screening along the west, north and east boundaries, no building setback is required. A landscape buffer will not be required on the east, north and west portions of the tract where the building is used as a sight-proof screening or fencing; or where sight-proof fencing is used along the boundary.

12. PARKING

Parking for all uses shall conform to the current Planning and Zoning Code.

13. SIGNS

Signs within this tract shall meet C-S sign regulations, except as noted herein.

Freestanding signs will be limited to ground (monument) signs with a landscaped base.

Signs will not be allowed within the right-of-way.

A sign that contains the name of any business located within SafeLock Storage PUD is deemed accessory, even if the sign is not placed on the parcel where the business and the sign are located within Safelock Storage PUD.

14. LIGHTING

To minimize light spillover on residential uses, to accomplish this, lights shall utilize shields, shades, or other appropriate methods of directing light beams. Lighting standards shall have a maximum height of 14 feet.

Outdoor lighting will be permitted on buildings for the Mini-Storage use unit. However, said lighting will be installed in such a manner as to restrict any annoying glare directed or reflected toward adjoining residentially developed property.

15. ARCHITECTURE

The exterior sides of the storage buildings facing the perimeter shall be comprised of stucco or brick veneer (See Exhibit A101 – Conceptual Building Elevation). Buildings other than those facing the perimeter may be constructed of a stucco, EIFS, or metal panel material.

16. OWNERSHIP AND MAINTENANCE OF COMMON AREA/ OPEN SPACE

The property owner(s) shall be responsible for maintenance of all common/ open space areas. It shall be the responsibility of the property owner(s) for the installation, maintenance and replacement of all private drainage, landscaping and sprinkler systems.

17. DRAINAGEWAYS

In an effort to be environmentally conscious and preserve the natural beauty of the area, drainage ways will be left natural where possible.

Drainage improvements, if required, will be in accordance with applicable sections of the City of Owasso Code of Ordinances. Private drainage ways may be permitted and constructed in accordance with said code. Such drainage ways must be designed to handle adequate flows and cannot be built without specific approval of the City Engineer. The maintenance will be the responsibility of the property owners.

18. OTHER DEVELOPMENT REGULATIONS

SafeLock Storage PUD may be developed in phases. A development schedule has not been determined at this time.

Common Areas:

Maintenance of the Common Areas in the development shall be the responsibility of the property owner or Property Owners Association. No structures, storage of material, grading, fill, or other obstructions, including fences, either temporary or permanent, that shall cause a blockage of flow or an adverse effect on the functioning of the storm water facility, shall be placed in the Common Areas intended for the use of conveyance of storm water, and/ or drainage easements shown. Certain amenities such as, but not limited to, walks, benches, piers, and docks, shall be permitted if installed in a manner to meet the requirements specified above.

19. EXHIBITS

The following exhibits are attached hereto and incorporated herein as a part of this PUD

















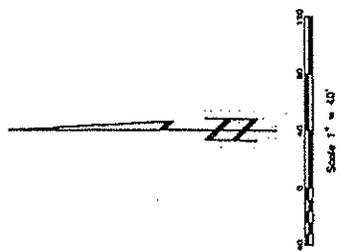
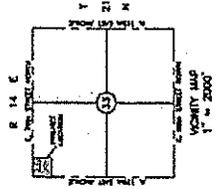
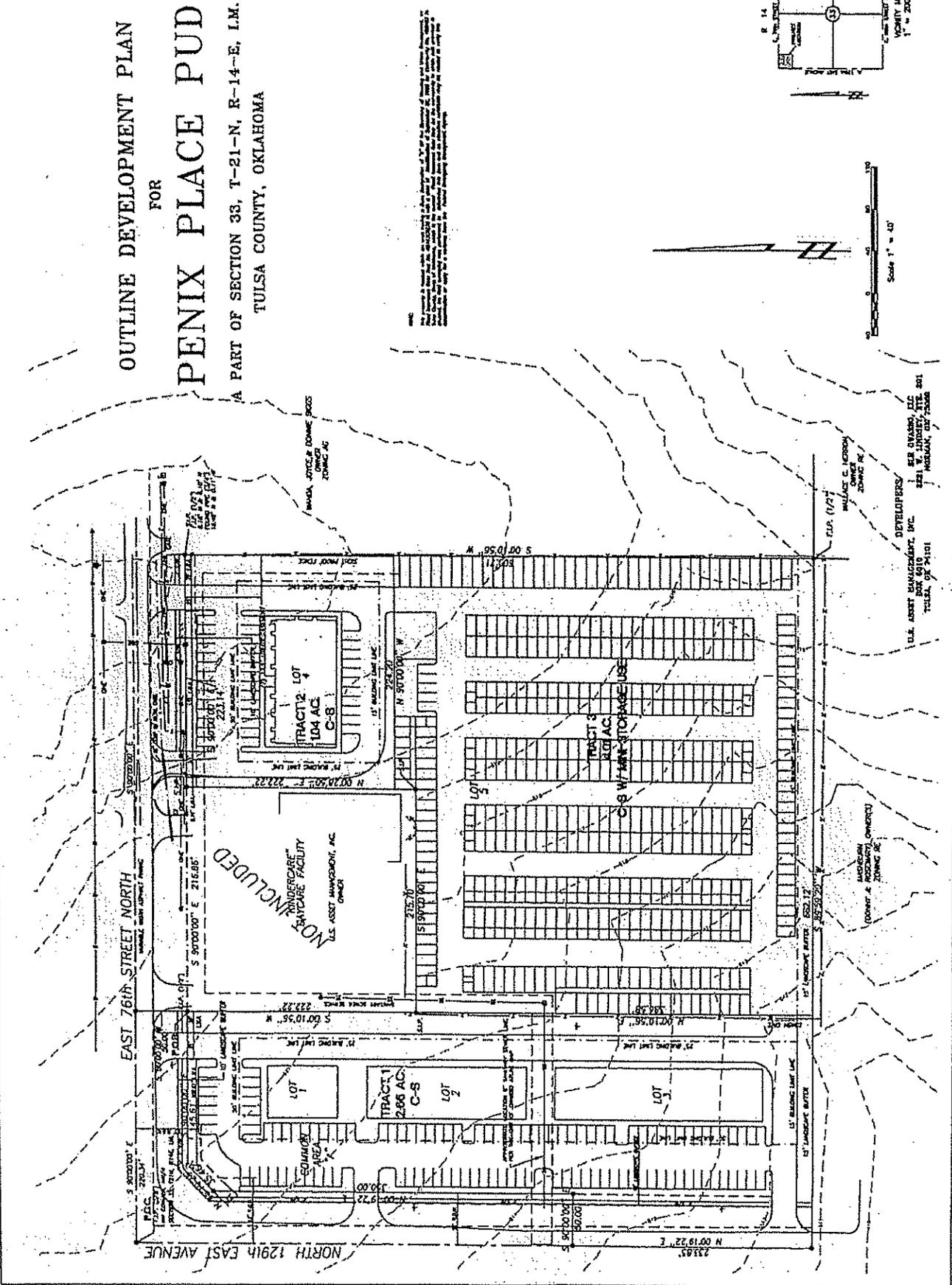
PUD 08-03

OUTLINE DEVELOPMENT PLAN  
FOR  
PENIX PLACE PUD  
A PART OF SECTION 33, T-21-N, R-14-E, L.M.  
TULSA COUNTY, OKLAHOMA



Table with columns for 'NO. OF LOTS', 'TOTAL ACRES', 'TOTAL S.F.', 'TOTAL S.F. PER ACRE', 'TOTAL S.F. PER LOT', 'TOTAL S.F. PER TRACT', 'TOTAL S.F. PER PUD', 'TOTAL S.F. PER SECTION', 'TOTAL S.F. PER TOWNSHIP', 'TOTAL S.F. PER COUNTY', 'TOTAL S.F. PER STATE', 'TOTAL S.F. PER COUNTRY'.

Table with columns for 'APPROVED BY', 'DATE', 'PROJECT', 'ADDRESS', 'CITY', 'STATE', 'ZIP', 'PHONE', 'FAX', 'EMAIL', 'WEBSITE', 'EXHIBIT NO.', 'PENIX PLACE PUD', '129TH EAST AVE. & 20TH ST.', 'TULSA, OK'.



DEVELOPERS:  
U.S. ASSET MANAGEMENT, INC.  
2281 W. JIMBERT, STE. 201  
TULSA, OK 74101

OWNER & DEVELOPER:  
MORISON (OWNER & DEVELOPER)  
2000 W. JIMBERT, STE. 201  
TULSA, OK 74101

NOT INCLUDED  
REDEVELOPER FACILITY  
U.S. ASSET MANAGEMENT, INC.  
OWNER

THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE. THE INFORMATION IS NOT INTENDED TO BE USED AS A BASIS FOR INVESTMENT DECISIONS. THE INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE AND IS NOT GUARANTEED BY ANY PARTY.



**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** H. Dwayne Henderson, P.E.  
City Engineer

**SUBJECT:** East 106<sup>th</sup> Street North/N. 145<sup>th</sup> East Avenue Intersection Improvements  
Agreement for Engineering Services

**DATE:** January 15, 2016

---

**BACKGROUND:**

The E 106<sup>th</sup> St N and N 145<sup>th</sup> E Ave intersection is a heavily used intersection in Owasso that conveys residential traffic through the area. The intersection was studied in 2006 as one of four intersections to determine future needs.

Traffic in the area has increased significantly due to residential growth of Chelsea Park and Lake Valley's six additions. New county residential subdivisions to the east will further increase traffic. The latest traffic counts for the intersection are 8,836 vehicles per day traveling east/west and 3,940 vehicles per day traveling north/south. With this increase in activity, the proposed improvements to the intersection are needed.

The first step in the process is to hire an engineer to perform the design duties. The engineers will design a four-lane intersection with center turn lanes. They will also determine whether right-turn lanes are needed based on turning movement projections. Traffic signals and sidewalk access will be a part of the intersection. Utility relocation will also be a key component to the project.

**ENGINEER SELECTION PROCESS:**

On October 29, 2015, staff notified eight (8) engineering firms that had shown interest in working with the City of Owasso on transportation projects. These firms had worked on similar types of projects as this. Therefore staff issued them an invitation to submit Letters of Interest (LOI.)

The eight (8) firms submitting LOIs were as follows:

Guy Engineering, Tulsa, Oklahoma	Tri-State Engineering, Inc., Claremore, Oklahoma
Poe & Associates, Inc., Tulsa, Oklahoma	Professional Eng. Consultants, Tulsa, Oklahoma
Crafton-Tull & Associates, Tulsa, Oklahoma	Cowen Group Engineering, Tulsa, Oklahoma
Tulsa Eng. and Planning, Tulsa, Oklahoma	Tetra-Tech, Tulsa, Oklahoma

Owasso Public Works staff reviewed the submitted LOIs and selected Poe & Associates, Inc., Tulsa, Oklahoma as the most highly qualified and responsive firm.

**ENGINEERING AGREEMENT/SCOPE OF WORK:**

Following is the scope of work for this project:

- Topographical and Property Surveying;
- Conceptual Plan and Design Report, including estimate;
- 30%, 60%, 90% and Final Design plans
- Utility Relocation Coordination
- Assistance during Bidding
- Construction Administration Services (Inspection by the City of Owasso, this item is to be available for questions on intent and the review and approval of submittals during construction)
- As-built Plan Preparation

On January 7 2016, City staff and Poe & Associates, Inc. came to an agreement relating to the engineering service fee. If approved, cost of engineering services will be a lump sum amount of \$168,800 or 7.9% of the estimated construction cost.

**FUNDING:**

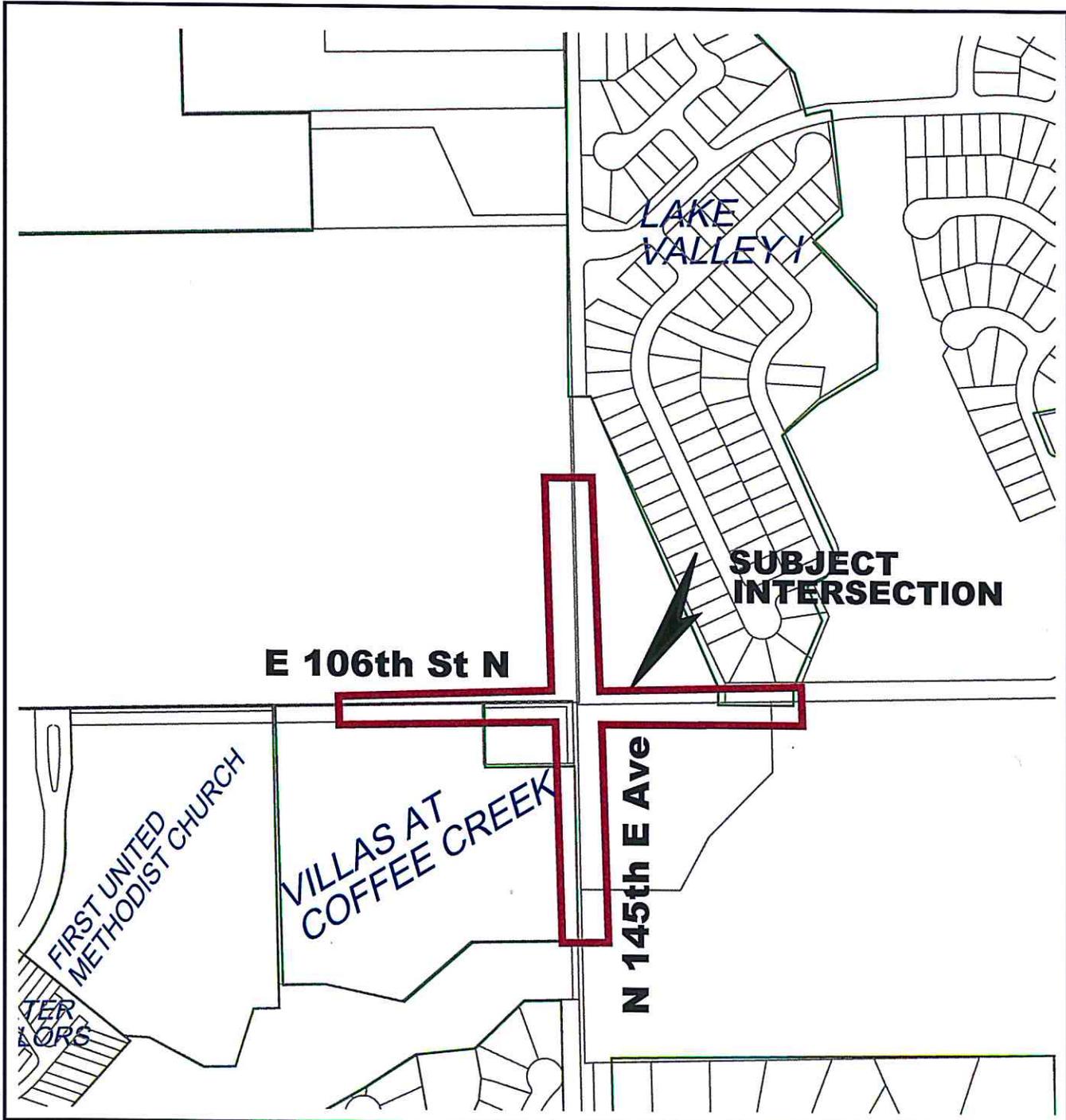
Funding for the engineering services is included in the Capital Improvement Budget.

**RECOMMENDATION:**

Staff recommends approval of an Agreement for Engineering Services for the E 106<sup>th</sup> St N and N 145<sup>th</sup> E Ave Intersection Improvements with Poe & Associates, Inc. in the amount of \$168,800 and authorization for the Mayor to execute the agreement.

**ATTACHMENTS:**

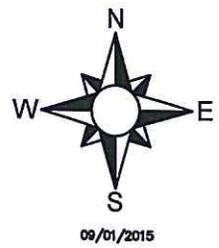
Location Map  
Engineering Agreement/Exhibits



LOCATION MAPS\106th STREET AND N 145th E AVE.dwg

CITY OF OWASSO  
 P.O. 180  
 Owasso, OK 74055  
 918.272.4959  
 www.cityofowasso.com

**E 106th STREET N  
 & N 145TH E AVE  
 INTERSECTION  
 LOCATION MAP**



AGREEMENT FOR ENGINEERING SERVICES  
FOR THE CITY OF OWASSO, OK  
EAST 106TH STREET NORTH AND NORTH 145<sup>TH</sup> EAST AVENUE  
WIDENING AND RECONSTRUCTION PROJECT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of January , 2016 between the City of Owasso, Oklahoma, a Municipal Corporation, of Oklahoma, hereinafter referred to as CITY, and POE & ASSOCIATES, INC. , hereinafter referred to as ENGINEER;

WITNESSETH:

WHEREAS, CITY intends to Widen and Reconstruct the intersection of East 76<sup>th</sup> Street North and North 145<sup>th</sup> East Avenue, hereinafter referred to as the PROJECT; and,

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

WHEREAS, ENGINEER, is prepared to provide such SERVICES;

WHEREAS, funding is available for the PROJECT through the City of Owasso Capital Improvement Fund;

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

1. SCOPE OF PROJECT. The scope of the PROJECT is described in Attachment A, SCOPE OF PROJECT, which is attached hereto and incorporated by reference as part of this AGREEMENT.
2. SERVICES TO BE PERFORMED BY ENGINEER. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
3. CITY'S RESPONSIBILITIES. CITY shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE CITY, which is attached hereto and incorporated by reference as part of this AGREEMENT.
4. COMPENSATION. CITY shall pay ENGINEER in accordance with Attachment D, COMPENSATION, and further described in Attachment E, FEE/HOUR BREAKDOWN, which are attached hereto and incorporated by reference as part of this AGREEMENT.
5. SCHEDULE. ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, in accordance with the schedule set forth in Attachment F, SCHEDULE, attached hereto and incorporated by reference as part of this AGREEMENT.
6. STANDARD OF PERFORMANCE

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

7. LIMITATION OF RESPONSIBILITY.

- 7.1. ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.
- 7.2. The presence of ENGINEER's personnel at a construction site is for the purpose of providing to the CITY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s).
- 7.3. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER.
- 7.4. Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.
- 7.5. ENGINEER's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by ENGINEER are for CITY or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

8. OPINIONS OF COST AND SCHEDULE.

- 8.1. Since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S cost estimates shall be made on the basis of qualifications and experience as a Professional Engineer.
- 8.2. Since ENGINEER has no control over the resources provided by others to meet construction contract schedules, ENGINEER'S forecast schedules shall be made on the basis of qualifications and experience as a Professional Engineer.

9. LIABILITY AND INDEMNIFICATION.

- 9.1. ENGINEER shall defend and indemnify CITY from and against legal liability for damages arising out of the performance of the SERVICES for CITY, including but not limited to any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent

act, error, or omission of ENGINEER, or any person or organization for whom ENGINEER is legally liable. Nothing in this paragraph shall make the ENGINEER liable for any damages caused by the CITY or any other contractor or consultant of the CITY.

- 9.2. ENGINEER shall not be liable to CITY for any special, indirect or consequential damages, such as, but not limited to, loss of revenue, or loss of anticipated profits.

10. CONTRACTOR INDEMNIFICATION AND CLAIMS.

10.1. CITY agrees to include in all construction contracts the provisions of Articles 7.1, and 7.2, and provisions providing contractor indemnification of CITY and ENGINEER for contractor's negligence.

10.2. CITY shall require construction contractor(s) to name CITY and ENGINEER as additional insureds on the contractor's general liability insurance policy.

11. COMPLIANCE WITH LAWS. In performance of the SERVICES, ENGINEER shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. ENGINEER shall procure the permits, certificates, and licenses necessary to allow ENGINEER to perform the SERVICES. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, SCOPE OF SERVICES.

12. INSURANCE.

12.1. During the performance of the SERVICES under this AGREEMENT, ENGINEER shall maintain the following insurance:

12.1.1. General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.

12.1.2. Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$100,000 for each accident.

12.1.3. Worker's Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance with limits of not less than \$100,000 for each occurrence.

12.1.4. Errors and Omissions Insurance to remain in effect during the PROJECT and the term of any legal liability. Errors and Omissions coverage to be for a minimum of \$1,000,000, deductibles subject to approval by CITY.

12.2. ENGINEER shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be canceled without at least 30 days written notice to the CITY.

13. OWNERSHIP AND REUSE OF DOCUMENTS.

- 13.1. All documents, including original drawings, estimates, specifications, field notes and data shall become and remain the property of the CITY.
- 13.2. CITY'S reuse of such documents without written verification or adaptation by ENGINEER for the specific purpose intended shall be at CITY'S risk.

14. TERMINATION OF AGREEMENT.

- 14.1. The obligation to continue SERVICES under this AGREEMENT may be terminated by either party upon fifteen days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 14.2. CITY shall have the right to terminate this AGREEMENT, or suspend performance thereof, for CITY'S convenience upon written notice to ENGINEER; and ENGINEER shall terminate or suspend performance of SERVICES on a schedule acceptable to CITY. In the event of termination or suspension for CITY'S convenience, CITY shall pay ENGINEER for all SERVICES performed to the date of termination in accordance with provisions of Attachment D, COMPENSATION. Upon restart of a suspended project, ENGINEER'S contract price and schedule shall be equitably adjusted.

15. NOTICE.

Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

To ENGINEER: POE & ASSOCIATES, INC.  
4606 S. Garnett, Suite 600  
Tulsa, OK 74146

Attention: James Hemphill, P.E., Vice-President

To CITY: CITY OF OWASSO  
301 W 2<sup>nd</sup> Avenue  
Owasso, Oklahoma 74055  
Attention: Roger Stevens, Public Works Director

- 15.1. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and CITY.

16. UNCONTROLLABLE FORCES. Neither CITY nor ENGINEER shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or

services required to be provided by either CITY or ENGINEER under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.

17. SEVERABILITY. If any portion of this AGREEMENT shall be construed by a court of competent jurisdiction as unenforceable, such portion shall be severed herefrom, and the balance of this AGREEMENT shall remain in full force and effect.
18. INTEGRATION AND MODIFICATION. This AGREEMENT includes Attachments A, B, C, D, E, and F and represents the entire and integrated AGREEMENT between the parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES herein, either written or oral. CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT. This AGREEMENT may be amended only by written instrument signed by each of the Parties.
19. DISPUTE RESOLUTION PROCEDURE. In the event of a dispute between the ENGINEER and the CITY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the City's Director of Public Works for resolution. If the Director of Public Works is unable to resolve the dispute, the matter may, in the Director's discretion, be referred to the City Manager for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.
20. ASSIGNMENT. ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.
21. APPROVAL. It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the Public Works Department of the City of Owasso, and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the ENGINEER. The ENGINEER will meet with the City staff initially and three (3) meetings thereafter and will be available for public meetings and City of Owasso presentations.
22. KEY PERSONNEL. In performance of the SERVICES hereunder, ENGINEER has designated Rusty Akerman, P.E. as Project Manager for the PROJECT. ENGINEER agrees that no change will be made in the assignment of this position without prior approval of CITY.

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

ENGINEER: POE & ASSOCIATES, INC.

By: James R. Hemphill  
James Hemphill, P.E., Vice-President  
Date 1/12/16

APPROVED:

CITY OF OWASSO, OKLAHOMA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor  
Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**AGREEMENT FOR ENGINEERING SERVICES  
FOR THE CITY OF OWASSO, OK  
EAST 106TH STREET NORTH AND NORTH 145<sup>TH</sup> EAST AVENUE  
WIDENING AND RECONSTRUCTION PROJECT**

**Scope of Project  
Attachment A**

**SCOPE OF PROJECT.** The PROJECT shall consist of civil engineering SERVICES described as follows:

Poe & Associates will perform all engineering and drafting services required to prepare complete detailed construction plans, specifications, and bidding documents for the widening and reconstruction of E 106th Street N/145th E Avenue Intersection (max. 800' in each direction). All design will be in English units in accordance with the current 'Oklahoma Department of Transportation (ODOT) Design Manual', 'AASHTO Policy on Geometric Design of Highways and Streets', 'AASHTO LRFD Bridge Design Specifications' including current interims, the 'Manual on Uniform Traffic Control Devices', all applicable ODOT policies and procedures, and City of Owasso standards. (Where ODOT and City of Owasso standards are identical, ODOT standard sheets will be used. Where City of Owasso vary from ODOT, City of Owasso shall provide engineer with standard details to be inserted into the plans)

AGREEMENT FOR ENGINEERING SERVICES  
FOR THE CITY OF OWASSO, OK  
EAST 106TH STREET NORTH AND NORTH 145<sup>TH</sup> EAST AVENUE  
WIDENING AND RECONSTRUCTION PROJECT

Scope of Services  
Attachment B

**B.1 Conceptual Report**

Prepare a conceptual report that discussed the traffic results (study), geotechnical results, utilities in the area, pavement recommendations, lane configurations, ROW needs, easements, utility needs, Surveys

1. Perform topographical surveys in all four directions
2. Run-out section and establish section lines
3. Pick-up Utilities (City of Owasso sewer, RWD water, VVEC Power, AEP power, GRDA Power, ONG gas, ATT communications, COX communications)
4. Anticipated max ROW 120' wide in each direction

Traffic Study

1. 7-day Traffic Count at Intersection w/ turning movements on a weekday with school in session.
2. Recommendations other than a 4x4 intersection with center turn lane. (Are right turns needed at intersection)
3. Project traffic counts to 20 years
4. Perform capacity analysis
5. ROW needs for the intersection
6. Recommend storage and taper lengths
7. Phase recommendations

Geotechnical Testing

1. Need to determine what the soil conditions are under the existing pavement (3 holes in each leg for a total of 12)
2. Make pavement recommendations for both flexible and rigid pavement section
3. Need to make sure our typical section is heavy enough for projected ESALs.

Utilities

1. Plan a few meetings with the utility companies
2. Plan to meet RWD#3 at their office a few times
3. Schedule potholing with the underground utilities as needed.
4. Provide surveys and base plans for their use for relocation plans

#### Cost Estimate

1. Construction cost estimate based on ODOT estimator software recent bids
2. ROW costs using \$7.00/S.F. permanent ROW, \$4.00 for easements and \$0.00 for temporary easements
3. ONG relocation costs (provided by ONG)
4. Costs for RWD and C of O utilities

#### **B.2 Environmental – N/A**

#### **B.3 TRAFFIC SIGNAL PLANS**

The scope requires a signalized intersection as part of this project. Poe will prepare plans for a signalized intersections based on the recommendations in the Traffic Study

#### **B.4 SURVEY**

Perform all field surveys required for design of the project as well as all section surveys required for establishing control. Control points will be established for use during construction. Protected vertical and horizontal control points will be established at an interval of approximately 500 feet, and permanent bench marks shall be established within 200 feet of each end of the project. Existing control points will be utilized where possible.

#### **B.5 HYDRAULIC STUDY– N/A**

#### **B.6 ROADWAY PLANS**

Prepare all roadway and roadway-related plans for the intersection of E 106th Street N & N 145<sup>th</sup> E Ave. Project shall extent a maximum of 800' in each direction, measured from the intersection of the centerline of surveys of the two roadways. The proposed roadway will be the following:

B.6.1 A 64' wide roadway curbed roadway section with storm sewers, and sidewalks.

B.6.2 A 5' sidewalk will be included in the design, two per leg from the handicap ramp to the end of the taper.

B.6.3 Poe will review the pavement design, based on recommendations in the geotech report and prepare a cost comparison for concrete or asphalt alternatives.

B.6.4 Included in the roadway design are grading, drainage, surfacing, signing, striping, and suggested sequence of construction.

B.6.5 The intersection will be open to local traffic during construction.

#### **B.7 STRUCTURAL– N/A**

#### **B.8 RIGHT-OF-WAY DOCUMENTS**

Provide appropriate right-of-way limits by pluses and offsets on the construction plans and will prepare right-of-way documents. These documents will include title reports for surface rights (does not include mortgages and liens) and plot plans for each parcel acquired. The scope assumes a maximum of six (6) title searches and twelve (12) plot plans for each parcel or temporary easement required for this project. ODOT forms will be used. The right-of-way acquisition is not included in this contract.

### **B.9 UTILITY COORDINATION AND RELOCATION PLANS**

Existing utilities will be located as part of the detailed survey and design process. Poe will provide preliminary and 95% plans to all utility owners to verify locations and coordinate relocation requirements. Poe will identify utility relocations required and attend a Utility Conference with the utility companies to coordinate relocations. The City of Owasso has four identified utilities that may need relocation. These include a minimum of 3-water lines owned by RWD #3 and a sewer line crossing of 106<sup>th</sup> Street North from TTC. Poe will prepare relocation plans for City owned sewer line, the RWD owned water lines. Street light relocations will be included in the roadway construction plans.

### **B.10 GEOTECHNICAL INVESTIGATIONS**

Provide geotechnical investigations for this project. The geotechnical investigation will include an in-place soil survey of the existing pavement (3 borings at approximately 300 foot intervals in each direction).

### **B.10 BIDDING PROCESS**

1. Prepare advertisement for bids
2. Answer questions/prepare addenda as needed
3. Attend mandatory pre-bid conference
4. Attend bid opening
5. Prepare Engineering estimate
6. Prepare bid tabulation

### **B.11 PROVIDE CONTRUCTION SERVICES**

1. Assist in the preparation of bidding documents
2. Provide responses to all Requests for Information
3. Review all submittals
4. Provide assistance during construction as needed

AGREEMENT FOR ENGINEERING SERVICES  
FOR THE CITY OF OWASSO, OK  
EAST 106TH STREET NORTH AND NORTH 145<sup>TH</sup> EAST AVENUE

WIDENING AND RECONSTRUCTION PROJECT

Responsibilities of the City  
Attachment C

**RESPONSIBILITIES OF THE CITY.** The CITY agrees:

- C.1 Reports, Records, etc: To furnish, as required by the work, and not at the expense of the ENGINEER:
  - C.1.1 Records, reports, studies, plans, drawings, and other data available in the files of the CITY that may be useful in the work involved under this AGREEMENT
  - C.1.2 Standard construction drawings and standard specifications
  - C.1.3 ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.
- C.2 Access: Provide access to public and private property when required in performance of ENGINEER's services.
- C.3 Staff Assistance: Designate the City Engineer (or another individual designated in writing) to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define CITY'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.
  - C.3.1 Furnish staff assistance in locating, both horizontally and vertically, existing CITY owned utilities and in expediting their relocation as described in Attachment B. Further, CITY will furnish assistance as required in obtaining locations of other utilities, including excavations to determine depth.
  - C.3.2 Furnish legal assistance as required in the preparation of bidding, construction and other supporting documents.
- C.4 Review: Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

AGREEMENT FOR ENGINEERING SERVICES  
FOR THE CITY OF OWASSO, OK  
EAST 106TH STREET NORTH AND NORTH 145<sup>TH</sup> EAST AVENUE  
WIDENING AND RECONSTRUCTION PROJECT

Compensation  
Attachment D

**COMPENSATION.** The CITY agrees to pay, as compensation for services set forth in Attachment B, the following fees, payable monthly as the work progresses; and within 30 calendar days of receipt of invoice. ENGINEER shall submit monthly invoices based upon actual hours or work, invoiced according the Rate Schedule provided in ATTACHMENT E, completed at the time of billing. Invoices shall be accompanied by such documentation as the CITY may require in substantiation of the amount billed.

D.1 Total Compensation

For the work under this project the total lump sum including direct costs and subconsultant services shall be **One Hundred and Sixty-Eight Thousand and Eight Hundred Dollars and No/100 (\$168,800)**, which amount shall not be exceeded without further written authorization by CITY.

D.2 Subconsultants and Other Professional Associates: Services of subcontractors and other professional consultants shall be compensated for at actual cost. Use of sub-consultants must be authorized in advance by CITY.

D.3 Other Direct Costs

D.3.1 Travel and subsistence shall be compensated for at actual cost. Local travel by personal or firm automobile shall be compensated for at the rate currently allowed by the IRS.

D.3.2 Printing expenses shall be compensated for as shown in ATTACHMENT E.

D.3.3 Any other direct costs shall be compensated for at actual when authorized in advance by CITY.

D.4 Additional Services: Unless otherwise provided for in any accepted and authorized proposal for additional services, such services shall be compensated for on the same basis as provided for in Attachment D.

D.5 Terminated Services: If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination.

D.6 Conditions of Payment

D.6.1 Progress payments shall be made in proportion to services rendered and expenses incurred as indicated within this AGREEMENT and shall be due

and owing within thirty days of ENGINEER'S submittal of his progress payment invoices.

- D.6.2 If CITY fails to make payments due ENGINEER within sixty days of the submittal of any progress payment invoice, ENGINEER may, after giving fifteen days written notice to CITY, suspend services under this AGREEMENT.
- D.6.3 If the PROJECT is delayed, or if ENGINEER'S services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control, ENGINEER may, after giving fifteen days written notice to CITY, request renegotiation of compensation.

AGREEMENT FOR ENGINEERING SERVICES  
FOR THE CITY OF OWASSO, OK  
EAST 106TH STREET NORTH AND NORTH 145<sup>TH</sup> EAST AVENUE  
WIDENING AND RECONSTRUCTION PROJECT Billing Rate Sheet  
Attachment E



2015  
SCHEDULE OF RATES  
For  
CONSULTING ENGINEERING SERVICES

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PRINCIPAL / EXECUTIVE ENGINEER	\$160.00 / hour
PROJECT MANAGER	\$135.00 / hour
PROJECT ENGINEER	\$125.00 / hour
ENGINEER INTERN	\$85.00 / hour
DESIGNER	\$85.00 / hour
CADD TECHNICIAN	\$75.00 / hour
CLERICAL	\$65.00 / hour
Mileage	0.54 / mile
Out-of-Pocket Expenses (including travel expenses)	Actual amount
Outside Consultants and Laboratories	Actual amount

AGREEMENT FOR ENGINEERING SERVICES  
FOR THE CITY OF OWASSO, OK  
EAST 106TH STREET NORTH AND NORTH 145<sup>TH</sup> EAST AVENUE  
WIDENING AND RECONSTRUCTION PROJECT

Schedule  
Attachment F

F. **SCHEDULE.** The schedule for general engineering services for the PROJECT is provided as follows:

- F.1. Notice to Proceed: February 1, 2016
- F.2. Conceptual Report Due: May 2, 2016
- F.3. 60% Design Plans, Right-of-way and Utility Submittal: September 1, 2016.
- F.3. Final plans, specifications and Estimate (PS&E) submittal - 204 days - November 15, 2016

AGREEMENT FOR ENGINEERING SERVICES  
FOR THE CITY OF OWASSO, OK  
EAST 106TH STREET NORTH AND NORTH 145<sup>TH</sup> EAST AVENUE  
WIDENING AND RECONSTRUCTION PROJECT INSURANCE CERTIFICATE  
Attachment G



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cole, Paine & Carlin Insurance PO Box 18444 1140 NW 50th Street Oklahoma City OK 73154		<b>CONTACT NAME:</b> Kelly Stebbins <b>PHONE (A/C, No, Ext):</b> (405) 843-5678 <b>FAX (A/C, No):</b> (405) 843-5781 <b>E-MAIL ADDRESS:</b> kstebbins@cpcinsurance.com															
<b>INSURED</b> Poe & Associates, Inc 4606 S Garnett Rd Tulsa OK 74146		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Prop Cas Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER B: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D: Charter Oak Fire Insurance Co</td> <td>25615</td> </tr> <tr> <td>INSURER E: Travelers Casualty &amp; Surety Co</td> <td>19038</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Prop Cas Co of Amer	25674	INSURER B: Phoenix Insurance Company	25623	INSURER C: Travelers Indemnity Company	25658	INSURER D: Charter Oak Fire Insurance Co	25615	INSURER E: Travelers Casualty & Surety Co	19038	INSURER F:	
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INSURER E: Travelers Casualty & Surety Co	19038																
INSURER F:																	

**COVERAGES** CERTIFICATE NUMBER: 15/16 Tulsa REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GL Deductible: 0 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6803A918553 Blknt Addtl Insd, Blknt Waiver of Subrogation, Blknt 30DNOC when req'd by written contract	8/1/2015	8/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BA3A92142815 Blknt Addtl Insd, Blknt Waiver of Subrogation, Blknt 30DNOC when req'd by written contract	8/1/2015	8/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP4A03012015 Follow form to: GL, BA & Employer's Liab	8/1/2015	8/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	UB3757T04015 Blknt 30DNOC when req'd by written contract	8/1/2015	8/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Prof Liab/Retention: 100,000			LB00105841819	10/1/2015	10/1/2016	Per Claim / Aggregate 2mil / 5mil
A	Valuable Papers			6803A918553	8/1/2015	8/1/2016	Limit \$1,300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Architects & Engineer's. Re; #303878, East 106th Street N & North 145th East Ave Widening & Reconstruction Project.

**CERTIFICATE HOLDER** **CANCELLATION**

City of Owasso 301 W 2nd Ave Owasso, OK 74055	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Jim Keitz/STEBKE
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**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** Tim Doyle  
Public Works - General Services Superintendent

**SUBJECT:** Purchase of One (1) Replacement Stormwater Division Vehicle

**DATE:** January 15, 2016

---

**BACKGROUND:**

On May 14 2015, a 2005 Chevrolet 3500 dump bed truck was stolen from the Public Works yard. Since that time, the vehicle has never been located. This vehicle was used primarily for cemetery and stormwater operations, but was also used for snow and ice control operations. In reviewing operational uses, it was determined that a larger vehicle would better serve the current need. Public Works staff budgeted for additional funds to supplement the insurance settlement (\$13,415.00) in order to procure a larger vehicle.

**PROPOSED ACTION:**

Staff proposes to purchase a new Dodge 19,500#, regular cab, diesel, four-wheel drive truck and chassis with an installed dump bed. The truck includes a maximum towing package, electronic brake controller, back-up camera, PTO prep package, and snow prep package. The bed is a Henderson 11' 6" dump body, with an LED lighting package, electric tarp, and ten-ton pintle hitch.

**FUNDING:**

The Public Works, FY 2015-2016 Stormwater Budget includes \$68,275.00 for the procurement of a replacement vehicle. The balance of the funding will be utilized to purchase and install the snow plow mount and operating system and a light bar with a traffic advisor.

**RECOMMENDATION:**

Staff recommends the purchase of one (1) new 2016 Dodge Ram 5500 regular cab, diesel, four-wheel drive truck with dump bed in the amount of \$62,618.00 from Bob Howard Chrysler Jeep Dodge of Oklahoma City, Oklahoma per state bid award contract SW60035.

**ATTACHMENT:**

Bob Howard Chrysler Jeep Dodge Bid Quote

ATTACHMENT A



January 5, 2016

BOB HOWARD  
CHRYSLER JEEP DODGE

Tim Doyle  
City of Owasso  
Public Works, General Service Superintendent  
301 West 2<sup>nd</sup> Avenue  
Owasso, OK 74055

RE: 2016 RAM 5500 REGULAR CAB CAB/CHASSIS 4X4 168.5" WB / 84" CA

Dear Mr. Doyle;

Please find attached the specifications for the requested truck along with the specifications for the requested dump bed. Pricing as follows is per the State of Oklahoma Vehicle Contract SW60035:

Item # 1000028553

19,500# Regular Cab Truck Cab & Chassis

2016 RAM 5500 REGULAR CAB CAB/CHASSIS

BASE		\$31,564.00
OPTIONS:	ADD	
L64	84" Cab to Axle	175.00
29A	6.7 L Cummins Turbo Diesel Engine	9,968.00
DPOL64	Four Wheel Drive with Skid Plates	2,997.00
LBN	PTO Prep Package	295.00
LM1	Daytime Running Lamps	N.C.
	Additional Ignition Only Key	125.00
TUY	225/70R 19.5 G Traction Tires	250.00
STD	Hitch Wiring	N.C.
XHC	Electric Brake Controller	295.00
OPTIONS NOT LISTED: MSRP LESS 6%		
JJ5	70 MPH Maximum Speed (\$95.00 less 6%)	89.30
DK3	Electric Shift-on-the-Fly Transfer Case (\$245.00 less 6%)	230.30
ADE	Cold Weather Group (\$125.00 less 6%)	117.50
ACL	DOT Certified Roadside Safety Kit (\$150.00 less 6%)	141.00
AHD	H.D. Snow Plow Prep Group (\$250.00 less 6%)	235.00
AJW	Power Accessory Group (Power Trailer Tow Mirrors, Power Windows & Power door Locks) Included in Base Price	N.C.
XXS	VSIM Upfitter Electronic Module (\$195.00 less 6%)	183.30
Std	Rubber Flooring	N.C.
XAC	Park view Rear Back-Up Camera (\$395.00 less 6%)	371.30

AHQ Max Tow Package (\$395.00 less 6%) 371.30

Henderson 11' 6" Dump Body, 18" Fold down sides; 4.5 Yard Capacity; LED Lighting Package; Electric Tarp with Mesh Canvas; Pintle Hitch with 10 Ton Pintle Hook; 7 Way RV Plug; D-rings. Installed with all DOT required Lighting and Flaps (See Attached Literature) NET \$15,210.00

Total for Truck and Equipment. \$62,618.00

COLOR: PW7 Bright White  
INTERIOR: Black/Diesel Gray 40/20/40 H. D. Vinyl Split Bench Seat

Thank you and if there are any questions please contact me.



Tom Ayers  
Governmental/Fleet Sale Manager



**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** Jacob Ketner  
Engineering Assistant

**SUBJECT:** Bridge Cleaning Project  
Bid Award

**DATE:** January 15, 2016

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**BACKGROUND:**

Similar to other communities and counties throughout the state, the City of Owasso participates in the Oklahoma Department of Transportation (ODOT) Bridge Inspection Program. Under this program, ODOT considers any drainage structure wider than twenty (20) feet to be a bridge. In Owasso, there are twenty (20) such structures that qualify under this criterion. In 2014, twelve (12) structures were cleaned as a result of this inspection.

This year additional bridges and culverts were inspected and several were found to be in need of cleaning, some are smaller than qualifies as bridge structures. The structures have sediment in the cells, which is impeding the flows. These structures need equipment and man-power that exceeds the capability of public works staff. For this reason, a budget of \$115,580 from the Stormwater Fund was allocated to clean these structures.

**BID ADVERTISEMENT/BID ANALYSIS:**

The project was advertised on November 11 and November 18, 2015. Bids were opened on December 11, 2015 with two (2) bidders participating.

The results of the bids are as follows:

Bidder	Base Bid	Add Alternate #1
Barnes Construction	\$52,488.75	\$39,950.00
Earth Smart	\$77,875.00	\$68,800.00
Engineer's Estimate	\$50,175.00	\$37,075.00

**PROJECT:**

The structures that are to be cleaned with this project are shown on Attachment "A" for review. The majority of the locations are in the northern portion of town. The project includes six (6) structures in the base bid and one (1) large structure on Mingo Road as Add Alternate #1.

**FUNDING:**

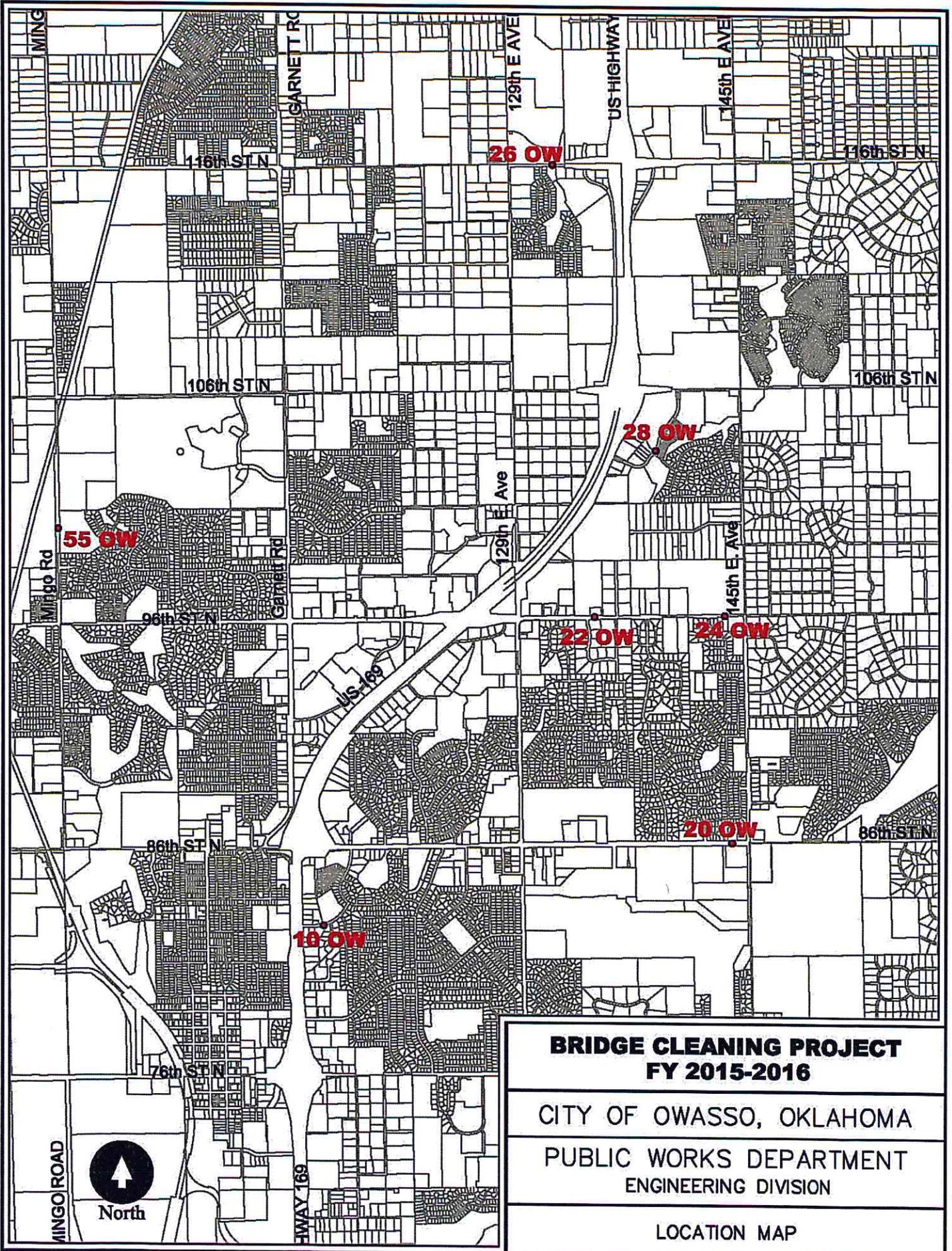
Funding is included in the FY 2015-2016 Stormwater Fund for the Bridge Cleaning Project, which allows the base bid, plus Add Alternate #1 to be awarded.

**RECOMMENDATION:**

Staff recommends approval to award the bid and approve a construction contract with Barnes Construction of Tulsa, Oklahoma to include the base project, plus Add Alternate #1 for a total contract amount of \$92,438.75 and authorization for the Mayor to execute the contract.

**ATTACHMENTS:**

Location Map  
Notice of Award  
Agreement



SECTION 00510

NOTICE OF AWARD

TO: Barnes Construction Solutions, Inc.  
1715 S. Boston Avenue  
Tulsa, OK 74119

Project Description: **FY 2015-2016 BRIDGE CLEANING PROJECT**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids first published on November 11 and November 18, 2015, and Instructions to Bidders.

You are hereby notified that your BID for the above title project has been accepted for items in the amount of Ninety-Two Thousand, Four Hundred Thirty-Eight Dollars and Seventy-Five Cents ( \$92,438.75 ).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance and Maintenance and Statutory Payment Bonds and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

THE CITY OF OWASSO, OKLAHOMA

By: \_\_\_\_\_  
Contract Administrator

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

Title: \_\_\_\_\_

SECTION 00300

AGREEMENT

THIS AGREEMENT is dated as of the 19<sup>th</sup> day of January, 2016, by and between City of Owasso (hereinafter called OWNER) and Barnes Construction Solutions (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**FY 2015-2016 BRIDGE CLEANING PROJECT  
CITY OF OWASSO, OKLAHOMA**

The project for which the Work under the contract documents may be the whole or only a part, is described as follows: **Remove silt, debris, etc. from box and bridge structures. Sod disturbed areas upon completion of cleaning tasks.**

ARTICLE 2. DEPARTMENT

The PROJECT has been assigned by the OWNER to the DEPARTMENT (City of Owasso Public Works). The DEPARTMENT Director, Project Administrator and City Engineer are the duly authorized representatives of the OWNER who will assume the duties and responsibilities and will have the rights and authority assigned to DEPARTMENT in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Work will be substantially completed within **Sixty (60)** calendar days from the date of Notice to Proceed; and completed and ready for final payment in accordance with the General Conditions within **Ninety (90)** calendar days from the date of Notice to Proceed, which will be on or before \_\_\_\_\_.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER, if the Work is any such proof. OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Thousand Dollars (\$1000.00) for each consecutive calendar day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand Dollars (\$1000.00) for each consecutive calendar day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

#### ARTICLE 4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds the amount agreed upon in CONTRACTOR'S bid.

4.2 CONTRACTOR understands that the estimated quantities are not guaranteed and that the determination of actual quantities and their classification is to be made by the OWNER at the time of application for payment.

#### ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions on the Pay Estimate Forms included as Exhibit "A" to this Agreement. Applications for Payment will be processed by OWNER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment in accordance with the City of Owasso's Payment Schedule included as Exhibit "B" to this Agreement during construction as provided below. All progress payments will be on the basis of the progress of the Work.

5.1.1 Progress payments shall not exceed an amount equal to 90% of the WORK completed until such time as CONTRACTOR shall complete in excess of fifty percent (50%) of the contract amount.

5.1.2 Upon completion in excess of fifty percent (50%) of the total contract amount, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the WORK completed, less such amounts as OWNER shall determine in accordance with the General Conditions, provided that OWNER has determined that satisfactory progress is being made, and upon approval by the Surety.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, OWNER shall pay the remainder of the Contract Price.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself/herself with the nature and extent of Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports or explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Contractor accepts the determination set forth in the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Consultants do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or continuous to the site. Contractor has obtained and carefully studied (or assume responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.3 CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as (s)he deems necessary for the performance of the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or

similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including the General Conditions.

6.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.6 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

6.7 CONTRACTOR has obligated himself/herself to the OWNER to be responsible for the workmanship, labor and materials used in the project for two (2) years after the project has been accepted by the OWNER.

6.8 CONTRACTOR understands that (s)he will be exempt from all sales tax on materials and other items necessary for the completion of the project. The OWNER has issued him a Certification of Tax Exempt Project enclosed as Exhibit "C" of this Agreement.

#### ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof, and consist of the following:

- 7.1 This Agreement (pages 1 to 6 inclusive).
- 7.2 Exhibits "A", "B", "C" and "D" to this Agreement.
- 7.3 Advertisement for Bids (Section 00100).
- 7.4 Requirements for Bidders (Section 00110).
- 7.5 Instructions to Bidders (Section 00120).
- 7.6 Bid (Section 00200).
- 7.7 Bid Bond (Section 00210).
- 7.8 Bid Affidavits (Section 00220).
- 7.9 Statement of Bidders Qualifications (Section 00230).
- 7.10 Certificate of Non-Discrimination (Section 00240).

- 7.11 Performance Bond (Section 00410).
- 7.12 Maintenance Bond (Section 00420).
- 7.13 Statutory payment Bond (Section 00430).
- 7.14 Notice of Award (Section 00510).
- 7.15 Notice to Proceed (Section 00520).
- 7.16 Change Order (Section 00600).
- 7.17 General Conditions (Section 00700).
- 7.18 Project Specifications (Section 00800).
- 7.19 Special Provisions (Section 00900).
- 7.20 Project Drawings, consisting of Sheets 1 to 22, inclusive, and Standard Drawings.
- 7.21 Documentation submitted by CONTRACTOR prior to Notice of Award (Section 00200 through 00240 of the Contract Documents).
- 7.22 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in the General Conditions).

#### ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself/herself, his/her partners, successors, assigns, and legal representatives to the other party hereto, his/her partners,

successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.3 The Agreement (or remaining portions thereof) should continue in effect, be valid and binding upon both parties even if a provision or part of the Contract Documents should be held void or unenforceable by law.

IN WITNESS WHEREOF, the parties hereby have signed this Agreement in duplicate. One counterpart has been delivered to CONTRACTOR, the other belongs to OWNER. All portions of the Contract Documents have been signed by OWNER and CONTRACTOR.

This Agreement will be effective on January 19, 2016.

OWNER:

CONTRACTOR:

By \_\_\_\_\_  
Jeri Moberly, Mayor

By \_\_\_\_\_

(SEAL)

(SEAL)

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Title

Title

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EXHIBIT "A"

FY 2015-2016 BRIDGE CLEANING PROJECT – CITY OF OWASSO

PAY ESTIMATE NO. \_\_\_\_\_

**PERIOD:**  
**CONTRACTOR**

BID AMOUNT OF ORIGINAL CONTRACT:	\$
CONTRACT ADJUSTMENTS:	\$
ADJUSTED BID AMOUNT:	\$

TOTAL COMPLETE WORK:	\$
MATERIALS STORED (per attached tabulation):	\$
	\$

LESS 10% RETAINAGE:	\$
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TOTAL EARNED LESS 10% RETAINAGE:	\$
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PERCENTAGE OF PROJECT COMPLETION: \_\_\_\_\_

LESS PREVIOUS PAYMENTS:	\$
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<b>AMOUNT DUE THIS ESTIMATE:</b>	<b>\$</b>
----------------------------------	-----------

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

**CONTRACTOR NAME:**

By: \_\_\_\_\_  
Project Manager

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

State of \_\_\_\_\_

County of: \_\_\_\_\_

Subscribed & sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

Recommended for Payment by:

\_\_\_\_\_  
City of Owasso

\_\_\_\_\_  
Date

Approved for Payment by:

\_\_\_\_\_  
City of Owasso

\_\_\_\_\_  
Date

\_\_\_\_\_ CERTIFICATE FOR PAYMENT

In accordance with the contract documents, based on on-site observations and the date comprising the above application, the \_\_\_\_\_ certifies to the Owner that to the best of the \_\_\_\_\_ knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified.

AMOUNT CERTIFIED    \$ \_\_\_\_\_  
(Attach explanation if amount certified differs from the amount applied for.)

\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment is without prejudice to any rights of the Owner or Contractor under this Contract.



CLAIM OR INVOICE AFFIDAVIT

STATE OF OKLAHOMA                    )  
  )SS  
COUNTY OF \_\_\_\_\_ )

The undersigned (Architect, Contractor, Supplier, Engineer or Supervisory Official), of lawful age, being first duly sworn, on oath says that this (Invoice, Claim or Contract) is true and correct. Affiant further states that the (work, services or materials) as shown by this Invoice or Claim have been (completed or supplied) in accordance with the Plans, Specifications, orders or requests furnished to the Affiant. Affiant further states that (s)he has made no payment, nor given, nor donated, or agreed to pay, give, or donate, either directly or indirectly, to any elected official, officer, or employee of the State, County, or City of money or any other thing of value to obtain payment or the award of this contract.

\_\_\_\_\_  
Contractor or Supplier

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Commission # \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Architect, Engineer or other Supervisory Official

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Commission # \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

NOTE: Strike out words not appropriate and sign appropriate signature line. Architect, Engineer approval is not required for Contractor or Supplier Affidavit.

EXHIBIT "B"

Contractor and Engineer Payment Schedule

INVOICES ARE TO BE SUBMITTED FOR THE REGULARLY SCHEDULED CITY COUNCIL MEETINGS ONLY.

The contractor or engineer shall have his/her pay request in by 5:00 p.m. on the first day of the month unless the first falls on a Saturday, Sunday or Holiday, then it will be the next working day. Pay requests are, therefore, due on the following dates:

January	-	01/04/16	May	-	05/02/16	September	-	09/01/16
February	-	02/01/16	June	-	06/01/16	October	-	10/03/16
March	-	03/01/16	July	-	07/01/16	November	-	11/01/16
April	-	04/01/16	August	-	08/01/16	December	-	12/01/16

Failure to meet the above dates and time may result in payment being delayed until the following pay cycle.

EXHIBIT "C"

CERTIFICATION OF TAX EXEMPT PUBLIC PROJECT

The City of Owasso hereby certifies that:

Barnes Construction Solutions, Inc. has duly entered into a public contract pursuant to the law for the following purposes, to-wit: FY 2015-2016 Bridge Cleaning Project.

Accordingly, under the provisions of 68 O.S. §1356(1), the sale of tangible personal property or services necessary for carrying out such public contract to the contractor or any sub-contractor to such public contract are exempt from sales tax. Any contractor, or sub-contractor of such public contract shall certify, in writing, on the copy of the invoice or sales ticket to be retained by the vendor that the purchases are necessary for carrying out such public contract with the City of Owasso.

CITY OF OWASSO, OKLAHOMA

By \_\_\_\_\_  
Contract Administrator

EXHIBIT "D"

CERTIFICATE OF APPROVAL  
OF CONTRACT AND BONDS

I, the undersigned, Julie Trout Lombardi, the duly authorized and acting legal representative of City of Owasso, do hereby certify as follows:

I have examined the construction contract between the contractor, Barnes Construction Solutions, Inc., and the above-named entity, and the surety bonds given by the contractor in connection with the performance of said contract, and the manner of execution of the contract and surety bonds; and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto, acting through their fully authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named therein; and that the foregoing contract and surety bonds constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Julie Trout Lombardi, City Attorney  
Tulsa County, Oklahoma



## CORRECTED

**TO:** The Honorable Mayor and City Council  
City of Owasso

**FROM:** Warren Lehr  
City Manager

**SUBJECT:** Sales Tax Recapture Election  
Ordinance 1068  
Resolution 2016-01

**DATE:** January 15, 2016

---

### **ACTION REQUESTED:**

Staff is requesting Council action related to a Resolution and accompanying Ordinance calling for an election to be conducted on Tuesday, April 5, 2016. The purpose of the election is to submit a project-specific question to voters, which if approved, will recapture a portion of the expiring county sales tax, known as Vision 2025.

### **PURPOSE:**

Approved by voters in 2003, the Tulsa County initiative Vision 2025 sales tax is scheduled to expire in December 2016. This sales tax is currently collected at a rate of sixty-hundredths (0.60%) of one percent.

Staff is proposing to call an election to seek voter approval to recapture a portion of the expiring sales tax in the amount of fifty-five hundredths (0.55%) of one percent and apply the funds directly towards Owasso transportation infrastructure projects, using the recently adopted 2015 Transportation Master Plan as a guideline.

If approved, the resulting tax rate would be less than the current assessed tax rate and the recaptured portion of sales tax would "sunset" or expire in seven years.

### **PROPOSITION:**

Staff is proposing to recapture of portion of the expiring sales tax in the amount of fifty-five hundredths of one percent (0.55%) beginning January 1, 2017 and expiring December 31, 2023.

The revenue collected from the fifty-five hundredths of one percent is to be designated for the specific purpose of street improvements and adjoining infrastructure and right-of-way expenditures on E 96th St N from approximately N 119th E Ave to N 129th E Ave and on E 116th St N from approximately US HWY 169 to Mingo Road. Any excess funds collected during that seven year period will be used only for additional street improvements.

**ORDINANCE:**

If approved by the voters, Ordinance 1068 would effectively change the city sales tax rate beginning January 1, 2017 and expiring December 31, 2023 by including the fifty-five hundredths of one cent tax to the current city sales tax rate. In addition, the Ordinance designates the revenue generated from the fifty-five hundredths of one cent to fund street improvements and related expenditures, to include debt service on obligations issued to finance said improvements, on East 96th Street North from approximately North 119th East Avenue to North 129th East Avenue and on East 116th Street North from approximately US HWY 169 to Mingo Road with any excess revenue collected to be used for additional street improvements.

**RESOLUTION:**

Resolution 2016-01 calls the election and creates the ballot language. In addition, the resolution identifies the process to be followed in order to meet all legal requirements, and allows for proper notification to the Tulsa County and Rogers County Election Boards.

**OTHER CITIES:**

In October and November 2015, voters in Sand Springs, Bixby, and Broken Arrow approved a similar sales tax initiative that recaptured fifty-five hundredths (0.55) of the expiring county sales tax.

It is anticipated that other Tulsa County communities will call elections for the April ballot seeking voter approval to recapture the expiring sales tax, allowing each city the freedom to seek funding for specific municipal needs.

**RECOMMENDATION:**

Staff recommends Council approval of Ordinance 1068 amending the sales tax rate, providing a designated purpose for the revenue generated, and setting a "sunset" of seven years, if approved by voters.

Staff further recommends approval of Resolution 2016-01 calling a special election for April 5, 2016, submitting to the voters the question of recapturing a portion of the expiring county sales tax.

**ATTACHMENTS:**

Ordinance 1068  
Resolution 2016-01

CITY OF OWASSO, OKLAHOMA  
ORDINANCE 1068

AN ORDINANCE AMENDING THE PROVISIONS OF PART 7, FINANCE AND TAXATION, CHAPTER 2, SALES TAX, SECTION 7-206, EFFECTIVE DATE, SECTION 7-207, PURPOSE OF REVENUES AND SECTION 7-208 TAX RATES; SALES SUBJECT TO TAX, OF THE CODE OF ORDINANCES OF THE CITY OF OWASSO, OKLAHOMA, BY LEVYING AND ASSESSING A SALES TAX OF FIFTY-FIVE HUNDREDTHS PERCENT (0.55%) IN ADDITION TO ALL OTHER EXCISE TAXES LEVIED AND ASSESSED UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED THEREFROM; PROVIDING FOR REQUIREMENT OF APPROVAL BY A MAJORITY OF THE QUALIFIED REGISTERED VOTERS VOTING AT AN ELECTION HELD FOR SUCH PURPOSES AS PROVIDED BY LAW; PROVIDING PROVISIONS SEVERABLE; AND DECLARING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OWASSO, OKLAHOMA, THAT, TO WIT:

The Owasso Code of Ordinances, Part 7, Finance and Taxation, Chapter 2, Sales Tax, Section 7-206, Effective Date, Section 7-207, Purpose of Revenues, and Section 7-208, Tax Rates; Sales Subject to Tax, shall be amended as follows:

**SECTION ONE (1):** Section 7-206 shall be amended to read as follows:

**SECTION 7-206**            **EFFECTIVE DATE**

The amended provisions of this Ordinance shall become effective on and after January 1, 2017, subject to approval by a majority of the qualified electors of the City voting on the same in the manner prescribed by law.

**SECTION TWO (2):** Section 7-207 shall be amended to read as follows:

**SECTION 7-207**            **PURPOSE OF REVENUES**

1. It is hereby declared to be the purpose of the first and second cent sales taxes to provide revenues for the support of the functions of municipal government of the city.
2. It is hereby declared to be the purpose of the third cent tax to provide revenues to finance or fund capital projects and related costs, to include debt service on obligations issued to finance said capital projects; said projects to be reviewed by the Capital Improvements Committee, approved by the City Council by resolution, with oversight given by the Citizens' Watchdog Committee established by the City Council, and subject to competitive bidding as required by law.
3. It is hereby declared to be the purpose of the one-half cent tax to provide revenues to fund appropriations as follows:
  - A. Thirty-five percent (35%) of the one-half cent tax shall be restricted to Owasso Police Services;
  - B. Thirty-five percent (35%) of the one-half cent tax shall be restricted to Owasso Fire Services, and

C. Thirty percent (30%) of the one-half cent tax shall be restricted to Owasso Street Department.

4. It is hereby declared to be the purpose of fifty-five hundredths (.55) of one cent tax to provide revenues to fund street improvements and related expenditures, to include debt service on obligations issued to finance said improvements, on East 96<sup>th</sup> Street North from approximately North 119<sup>th</sup> East Avenue to North 129<sup>th</sup> East Avenue and on East 116<sup>th</sup> Street North from approximately US HWY 169 to Mingo Road with any excess revenue collected to be used for additional street improvements. The levy and collection of fifty-five hundredths of one cent shall commence on January 1, 2017, and shall expire on December 31, 2023.

**SECTION THREE (3):** Section 7-208 shall be amended to read as follows:

**SECTION 7-208**      **TAX RATE; SALES SUBJECT TO TAX**

There is hereby levied an excise tax of three and one-half percent (3.5%) upon the gross proceeds or gross receipts derived from all sales taxable under the Oklahoma Sales Tax Code. Beginning January 1, 2017 and ending December 31, 2023, there is hereby levied an additional excise tax of fifty-five hundredths of one percent (0.55%) for a total of four and five hundredths percent (4.05%) upon the gross proceeds or gross receipts derived from all sales taxable under the Oklahoma Sales Tax Code including but not exclusive of the following:

1. Tangible Personal Property
2. Natural or artificial gas, electricity, ice, steam, or any other utility or public service except water and those specifically exempt by this chapter;
3. Transportation for hire of persons by common carriers, including rail roads, both steam and electric, motor transportation companies, taxicab companies, pullman car companies, airlines and all other means of transportation for hire;
4. Service by telephone and telegraph companies to subscribers or users, including transmission of messages, whether local or long distance. This shall include all services and rental charge having any connection with transmission of any message;
5. Printing or printed matter of all types, kinds, and characters and the service of printing or overprinting, including the copying of information by mimeograph or multigraph or by otherwise duplicating written or printed matter in any manner, or the production of microfiche containing information on magnetic tapes furnished by customers;
6. Service of furnishing rooms by hotel, apartment hotel, public rooming house, motel, public lodging house or tourist camps;
7. Service of furnishing storage or parking privileges by auto hotels and parking lots;
8. Selling, renting or otherwise furnishing computer hardware or software or coding

sheets, cards, or magnetic tapes on which prewritten programs have been coded, punched, or otherwise recorded;

9. Food, confections and all drinks sold or dispensed by hotels, restaurants, or other dispensers, and sold for immediate consumption upon the premises or delivered or carried away from the premises for consumption elsewhere;

10. Advertising of all kinds, types and character, including any and all devices used for advertising purposes and the servicing of any advertising devices, except those specifically exempt by this chapter;

11. Dues or fees to clubs including free or complimentary dues or fees which shall have the value equivalent to the charge that would have otherwise been made, including any fees paid for the use of facilities or services rendered at a health spa or club or any similar facility or business;

12. Sales of tickets, fees or other charges made for admission to or voluntary contributions made to places of amusement, sports entertainment, exhibition, display or other recreational events or activities, including free or complimentary admissions which shall have the value equivalent to the charge that would have otherwise been made;

13. Charges made for the privilege of entering or engaging in any kind of activity, when no admission is charged spectators, such as tennis, racket ball or hand ball courts;

14. Charges made for the privilege of using items for amusement, sports, entertainment or recreational activity such as trampolines or golf carts;

15. The rental of equipment for amusement, sports, entertainment or other recreational activities, such as bowling shoes, skates, golf carts, or other sports and athletic equipment;

16. The gross receipts from sales through any vending machine, without any deduction for rental to locate the vending machine on the premises of a person who is not the owner or any other deductions therefrom;

17. Gross receipts or gross proceeds from the rental or lease of tangible personal property, including rental or lease of personal property when the rental or lease agreement requires the vendor to launder, clean, repair or otherwise service the rented or leased property on a regular basis, without any deduction for the cost of the service rendered. Provided if the rental or lease charge is based on the retail value of the property at the time of making the rental or lease agreement and the expected life of the property, and the rental or lease charge is separately stated from the service cost in the statement, bill or invoice delivered to the consumer, the cost of services rendered shall be deducted from the gross receipts or gross proceeds;

18. Any licensing agreement, rental, lease or other device or instrument whereby rights to possess or exhibit motion pictures or filmed performances or rights to receive images,

pictures, or performances for telecast by any method are transferred. Provided, persons regularly engaged in the business of exhibiting motion pictures for which the sale of tickets or admissions is taxed under this chapter shall not be deemed to be consumers or users in respect to the licensing or exhibiting of copyrighted motion picture features, shorts, cartoons and scenes from copyrighted features and the sale or licensing of such films shall not be considered a sale within the purview of this chapter;

19. Flowers, plants, shrubs, trees and other floral items, whether or not same was produced by the vendor, sold by persons engaged in florist or nursery business in this state, including all orders taken by an Oklahoma business for delivery in another state. Provided, all orders taken outside this state for delivery within this state shall not be subject to the tax levied by this chapter;

20. Tangible personal property sold to persons, peddlers, solicitors or other salesmen, for resale where there is likelihood that this state will lose tax revenue due to the difficulty of enforcing this chapter because of:

- a. The operation of the business;
- b. The nature of the business;
- c. The turnover of independent contractors;
- d. The lack of place of business in which to display a permit or keep records;
- e. Lack of adequate records;
- f. The persons are minors or transients;
- g. The persons are engaged in service businesses; or
- h. Any other reasonable reason;

21. Any taxable services and tangible personal property including materials, supplies and equipment sold to contractors for the purpose of developing and improving real estate even though such real estate is intended for resale as real property are hereby declared to be sales to consumers or users and taxable; and

22. Any taxable services and tangible personal property sold to persons who are primarily engaged in selling their services, such as repairmen, are hereby declared to be sales to consumers or users and taxable.

**SECTION FOUR (4):**                    **PAYMENT OF TAX**

The tax levied by this Ordinance shall be paid to the Oklahoma Tax Commission in the manner and form prescribed by state sales tax law of the State of Oklahoma.

**SECTION FIVE (5):**                    **REPEALER**

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

**SECTION SIX (6):**                    **SEVERABILITY**

If any part or parts of this ordinance are deemed unconstitutional, invalid or ineffective, the remaining portions shall not be affected and shall remain in full force and effect.

**SECTION SEVEN (7):**                    **DECLARING AN EFFECTIVE DATE**

The provisions of this ordinance shall become effective thirty (30) days from the date of final passage as provided by state law.

**SECTION EIGHT (8):                      CODIFICATION**

The City of Owasso Code of Ordinances is hereby amended as shown above and codified in Part 7, Chapter 2, Section 7-206, 7-207 and 7-208.

**PASSED** by the City Council of the City of Owasso, Oklahoma on the 19<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
Jeri Moberly, Mayor

**ATTEST:**

\_\_\_\_\_  
Sherry Bishop, City Clerk

( S E A L )

**APPROVED** as to form and legality this \_\_\_\_\_ day of January, 2016.

\_\_\_\_\_  
Julie Lombardi, City Attorney

CITY OF OWASSO  
RESOLUTION 2016-01

A RESOLUTION CALLING A SPECIAL ELECTION IN THE CITY OF OWASSO, STATE OF OKLAHOMA, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED, QUALIFIED VOTERS OF SAID CITY THE QUESTION OF THE APPROVAL OR DISAPPROVAL BY SAID VOTERS OF ORDINANCE 1068 OF SAID CITY, LEVYING AND ASSESSING A SALES TAX OF FIFTY-FIVE HUNDREDTHS OF ONE PERCENT (0.55%) IN ADDITION TO ALL OTHER EXCISE TAXES LEVIED AND ASSESSED UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED THEREFROM; PROVIDING THAT THE PROCEEDS OF SAID SALES TAX SHALL BE USED FOR STREET IMPROVEMENTS; PROVIDING FOR THE COMMENCEMENT AND DURATION OF SUCH TAX; PROVIDING NOTICE TO THE TULSA COUNTY ELECTION BOARD FOR THE CONDUCT OF SUCH ELECTION; AND DESIGNATING THE POLLING PRECINCTS TO BE OPEN OR CLOSED.

**WHEREAS**, the City of Owasso, holds the integrity of Owasso's transportation infrastructure in high regard, recognizing the importance of funding capital transportation projects to ensure responsible reinvestment in Owasso streets; and

**WHEREAS**, on July 21, 2015, the Owasso City Council adopted the Owasso Transportation Master Plan as a policy statement for prioritized transportation improvements to the city's transportation system; and

**WHEREAS**, the existing Vision 2025 Tulsa County sales tax is sixty hundredths of one percent (0.60%) and is set to expire on December 31, 2016; and

**WHEREAS**, the intent of the Owasso City Council is to recapture a portion of the expiring sales tax in the amount of fifty-five hundredths of one percent (0.55%), resulting in a tax rate that is less than the current assessed sales tax rate; and

**WHEREAS**, the generated revenue from the fifty-five hundredths of one percent (0.55%) will be designated for the purpose of street improvements and adjoining infrastructure and right-of-way expenditures related thereto, on East 96<sup>th</sup> Street North from approximately North 119<sup>th</sup> East Avenue to North 129<sup>th</sup> East Avenue and on East 116<sup>th</sup> Street North from approximately US HWY 169 to Mingo Road, with any excess revenue collected to be used for additional street improvements; and

**WHEREAS**, if approved, the collection of the sales tax will commence on January 1, 2017 and terminate on December 31, 2023; and,

**WHEREAS**, the Council of the City of Owasso, Oklahoma has adopted Ordinance 1068, which levies and assesses a sales tax of fifty-five hundredths of one percent (0.55%) upon the gross receipts or proceeds on certain sales as therein defined in addition to the existing city sales tax rate, for the purpose of street improvements as more specifically set forth therein, to begin January 1, 2017, with a term ending December 31, 2023; and subject to the approval of a majority of the registered voters of the City of Owasso.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OWASSO, STATE OF OKLAHOMA:**

SECTION 1. That an election be held in the City of Owasso, State of Oklahoma, on the 5<sup>th</sup> day of April, 2016 for the purpose of submitting to the registered electors of said City the following proposition, to-wit:

**PROPOSITION**

**SHALL ORDINANCE 1068, WHICH RECAPTURES A PORTION OF AN EXPIRING COUNTY SALES TAX, AND LEVIES AND ASSESSES A SALES TAX IN THE AMOUNT OF FIFTY-FIVE HUNDREDTHS OF ONE PERCENT (0.55%) IN ADDITION TO THE EXISTING CITY SALES TAX ASSESSED UPON THE GROSS RECEIPTS OR PROCEEDS ON CERTAIN SALES TO BEGIN JANUARY 1, 2017 AND EXPIRE DECEMBER 31, 2023 FOR THE PURPOSE OF STREET IMPROVEMENTS AND ADJOINING INFRASTRUCTURE AND RIGHT-OF-WAY EXPENDITURES RELATED THERETO ON EAST 96<sup>TH</sup> NORTH STREET FROM APPROXIMATELY NORTH 119<sup>TH</sup> EAST AVENUE TO NORTH 129<sup>TH</sup> EAST AVENUE AND ON EAST 116<sup>TH</sup> STREET NORTH FROM APPROXIMATELY US HWY 169 TO MINGO ROAD, WITH ANY EXCESS REVENUE TO BE USED FOR ADDITIONAL STREET IMPROVEMENTS ALL AS MORE SPECIFICALLY SET FORTH THEREIN, BE APPROVED?**

/\_\_\_\_/      **YES – FOR THE ABOVE PROPOSITION**

/\_\_\_\_/      **NO – AGAINST THE ABOVE PROPOSITION**

SECTION 2. That the City Council of the City of Owasso, Tulsa County, Oklahoma, hereby certifies to the Tulsa County Election Board that Tulsa County precincts #750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760 and Rogers County precincts #31 and 130 are to be opened; and Tulsa County precinct #21 and Rogers County precincts #6, 21, 29, and 30 are to remain closed as there are no residents of Owasso in those precincts.

SECTION 3. That a copy of the this resolution shall be personally delivered to the office of the County Election Board of Tulsa County, State of Oklahoma, at least sixty (60) days prior to the date of said election.

**Dated this 19<sup>th</sup> day of January, 2016.**

\_\_\_\_\_  
**Jeri Moberly, Mayor**

**ATTEST:** \_\_\_\_\_  
**Sherry Bishop, City Clerk**

**APPROVED AS TO FORM:** \_\_\_\_\_  
**Julie Lombardi, City Attorney**

CITY OF OWASSO  
GENERAL FUND  
PAYROLL PAYMENT REPORT  
PAY PERIOD ENDING 12/26/15

<u>Department</u>	<u>Payroll Expenses</u>	<u>Total Expenses</u>
Municipal Court	5,309.90	6,144.64
Managerial	21,201.72	24,937.06
Finance	15,569.32	18,180.40
Human Resources	8,164.30	9,739.29
Community Development	15,653.48	18,580.74
Engineering	15,745.04	18,714.13
Information Systems	13,407.79	16,004.89
Support Services	6,826.61	8,054.46
Cemetery	1,228.20	1,448.99
Police Grant Overtime	1,193.73	1,209.96
Central Dispatch	18,560.56	22,023.27
Animal Control	3,585.62	4,202.13
Emergency Preparedness	1,737.93	2,074.57
Stormwater/ROW Maint.	4,818.11	5,706.70
Park Maintenance	5,940.60	7,052.88
Culture/Recreation	4,955.88	5,915.85
Community-Senior Center	4,155.79	4,833.85
Historical Museum	523.52	587.81
Economic Development	3,317.09	3,959.61
<u>General Fund Total</u>	<u>151,895.19</u>	<u>179,371.23</u>
<u>Garage Fund Total</u>	<u>4,687.61</u>	<u>5,588.70</u>
<u>Ambulance Fund Total</u>	<u>365.00</u>	<u>409.82</u>
<u>Fire Fund 37 Total</u>	<u>147,294.99</u>	<u>175,568.09</u>
<u>Police Fund 38 Total</u>	<u>134,179.95</u>	<u>157,785.76</u>
<u>Streets Fund 39 Total</u>	<u>8,975.04</u>	<u>10,665.67</u>
<u>Stormwater Fund 27 Total</u>		<u>-</u>
<u>Worker's Compensation Total</u>	<u>2,132.16</u>	<u>2,536.19</u>
<u>Strong Neighborhoods Total</u>	<u>3,758.81</u>	<u>4,436.06</u>

CITY OF OWASSO  
GENERAL FUND  
PAYROLL PAYMENT REPORT  
PAY PERIOD ENDING 01/09/16

<u>Department</u>	<u>Payroll Expenses</u>	<u>Total Expenses</u>
Municipal Court	5,311.99	8,077.58
Managerial	21,201.72	30,326.55
Finance	15,286.82	23,761.40
Human Resources	8,378.80	13,815.22
Community Development	15,653.48	25,002.27
Engineering	16,098.04	24,453.50
Information Systems	13,407.79	20,693.86
Support Services	7,393.14	10,663.69
Cemetery	1,179.72	1,807.97
Police Grant Overtime	2,773.19	2,809.85
Central Dispatch	18,891.46	32,038.11
Animal Control	3,446.26	5,223.24
Emergency Preparedness	1,737.93	2,490.40
Stormwater/ROW Maint.	5,825.97	8,870.67
Park Maintenance	5,940.60	9,449.02
Culture/Recreation	5,455.88	8,758.64
Community-Senior Center	4,155.79	6,736.18
Historical Museum	588.96	661.29
Economic Development	3,317.09	4,384.85
<u>General Fund Total</u>	<u>156,044.63</u>	<u>240,024.29</u>
<u>Garage Fund Total</u>	<u>4,687.61</u>	<u>7,738.25</u>
<u>Ambulance Fund Total</u>	<u>365.00</u>	<u>409.82</u>
<u>Fire Fund 37 Total</u>	<u>148,662.05</u>	<u>229,277.95</u>
<u>Police Fund 38 Total</u>	<u>137,480.71</u>	<u>213,981.08</u>
<u>Streets Fund 39 Total</u>	<u>8,832.15</u>	<u>14,792.82</u>
<u>Stormwater Fund 27 Total</u>		<u>-</u>
<u>Worker's Compensation Total</u>	<u>4,398.16</u>	<u>5,236.83</u>
<u>Strong Neighborhoods Total</u>	<u>3,658.60</u>	<u>5,415.99</u>

CITY OF OWASSO  
 HEALTHCARE SELF INSURANCE FUND  
 CLAIMS PAID PER AUTHORIZATION OF ORDINANCE #789 AS OF 1/14/16

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
AETNA	HEALTHCARE MEDICAL SERVICE	508.88
	HEALTHCARE MEDICAL SERVICE	22,284.92
	HEALTHCARE MEDICAL SERVICE	27,692.78
	HEALTHCARE MEDICAL SERVICE	68,841.22
	HEALTHCARE MEDICAL SERVICE	20,434.58
	HEALTHCARE MEDICAL SERVICE	35,289.77
	<b>HEALTHCARE DEPT TOTAL</b>	<b><u>175,052.15</u></b>
DELTA DENTAL	DENTAL MEDICAL SERVICE	7,614.30
	DENTAL MEDICAL SERVICE	5,368.00
	ADMIN FEES	2,516.65
	<b>DENTAL DEPT TOTAL</b>	<b><u>15,498.95</u></b>
VSP	VISION MEDICAL SERVICES	4,447.02
	<b>VISION DEPT TOTAL</b>	<b><u>4,447.02</u></b>
	<b>HEALTHCARE SELF INSURANCE FUND TOTAL</b>	<b><u><u>194,998.12</u></u></b>

**CITY OF OWASSO**  
**GENERAL FUND & HALF-PENNY SALES TAX**  
**FISCAL YEAR 2015-2016**  
**Budgetary Basis**  
**Statement of Revenues & Expenditures**  
**As of December 31, 2015**

	<u>MONTH TO-DATE</u>	<u>YEAR TO-DATE</u>	<u>BUDGET</u>	<u>PERCENT OF BUDGET</u>
<b>REVENUES:</b>				
Taxes	\$ 2,700,263	\$ 15,285,969	\$ 29,586,666	51.67%
Licenses & permits	41,127	132,125	257,800	51.25%
Intergovernmental	63,114	417,249	815,272	51.18%
Charges for services	53,476	324,009	660,755	49.04%
Fines & forfeits	48,223	286,952	742,250	38.66%
Other	8,055	85,201	103,752	82.12%
<b>TOTAL REVENUES</b>	<u>\$ 2,914,258</u>	<u>\$ 16,531,505</u>	<u>\$ 32,166,496</u>	51.39%
<b>EXPENDITURES:</b>				
Personal services	\$ (1,899,552)	\$ (8,125,153)	\$ (17,616,554)	46.12%
Materials & supplies	(98,536)	(415,075)	(1,070,657)	38.77%
Other services	(170,304)	(1,001,860)	(2,046,990)	48.94%
Capital outlay	(33,777)	(353,030)	(3,147,139)	11.22%
<b>TOTAL EXPENDITURES</b>	<u>\$ (2,202,168)</u>	<u>\$ (9,895,118)</u>	<u>\$ (23,881,340)</u>	41.43%
<b>REVENUES OVER EXPENDITURES</b>	<u>\$ 712,090</u>	<u>\$ 6,636,387</u>	<u>\$ 8,285,156</u>	
<b>TRANSFERS IN (OUT):</b>				
Transfers in - Sales Tax	\$ 1,471,382	\$ 7,800,363	\$ 15,251,007	51.15%
Transfers in - RAN Financing	-	330,000	330,000	100.00%
Transfers out	(2,216,025)	(12,154,367)	(23,850,000)	50.96%
<b>TOTAL TRANSFERS</b>	<u>\$ (744,642)</u>	<u>\$ (4,024,005)</u>	<u>\$ (8,268,993)</u>	48.66%
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ (32,553)</u>	<u>\$ 2,612,382</u>	<u>\$ 16,163</u>	
<b>FUND BALANCE (Budgetary Basis)</b>				
Beginning Balance		3,092,827	3,092,827	
Ending Balance		<u>\$ 5,705,209</u>	<u>\$ 3,108,990</u>	