

PUBLIC NOTICE OF THE MEETING OF THE
OWASSO CITY COUNCIL

RECEIVED

JAN 28 2016



Council Chambers, Old Central Building
109 N Birch, Owasso, OK 74055

City Clerk's Office

Regular Meeting

Tuesday, February 2, 2016 - 6:30 pm

1. **Call to Order**
Mayor Jeri Moberly
2. **Invocation**
Father Bryan Beard of the Church of the Holy Cross
3. **Flag Salute**
4. **Roll Call**
5. **Presentation of the Character Trait of Attentiveness**
Gary Akin, former Character Council Member
6. **Annual Report of the Owasso Strong Neighborhood Initiative**
Jerry Fowler
7. **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 19, 2016, Regular Meeting
 - B. Approve claims
 - C. Accept donations in memory of Damon Fields and approve a budget amendment in the Hotel Tax Fund, Strong Neighborhoods Department, increasing the estimated revenue and increasing the appropriation for expenditures by \$230
 - D. Accept cash and in-kind donations and approve a budget amendment in the General Fund, Community Center Department, increasing the estimated revenues and the appropriation for expenditures by \$90 for the cash donations
 - E. Approve Ordinance 1069, approving planned unit development application PUD 15-02 for the development of a mini-storage facility project on approximately 3.9 acres of property located in Section 33, Township 21 North, Range 14 East of the I.B.&M., Tulsa County, State of Oklahoma, and repealing all ordinances or parts of ordinances in conflict herewith (located southeast of E 76th St N and N 129th St E Ave)
8. **Consideration and appropriate action relating to items removed from the Consent Agenda**
9. **Consideration and appropriate action relating to the award of a bid for the Rayola Park Splash Pad Expansion project**
Larry Langford

Staff recommends award of the base bid and alternate #1 and approval of a contract with RJR Enterprises in the amount of \$256,302.50 for the construction of the project.

10. Consideration and appropriate action relating to an Inter-local Agreement with Tulsa County for right-of-way and utility relocation for the E 116th St N and N 129th E Ave intersection improvements

Dwayne Henderson

Staff recommends approval of the Inter-local Agreement with Tulsa County.

11. Consideration and appropriate action relating to a contract to provide merchant credit card payment processing

Andrew Neyman

Staff recommends approval of the contract with SignaPay and associated providers and authorization for the City Manager to execute the contract.

12. Report from City Manager

- Monthly Public Works Project Status Report

13. Report from City Attorney

14. Report from City Councilors

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

- Payroll Payment Report – Pay Period Ending Date 1/23/16
- Health Care Self-Insurance Claims – dated as of 1/28/16
- DEQ Permit No. SL000072150719 for the construction of 3837 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve Carrington Pointe II

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

17. 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 29, 2016.



Sherry Bishop, City Clerk

OWASSO CITY COUNCIL

MINUTES OF REGULAR MEETING Tuesday, January 19, 2016

The Owasso City Council met in regular session on Tuesday, January 19, 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 Friday, January 15, 2016.

1. Call to Order

Mayor Jeri Moberly called the meeting to order at 6:30 pm.

2. Invocation

The invocation was offered by Mike Frantz, Associate Pastor of Discovery Bible Fellowship.

3. Flag Salute

Councilor Bonebrake 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 Employee of the Quarter

Warren Lehr presented Employee of the Quarter, Cara Lynn, Police Department.

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

Mr. Bush requested Item 6B be removed for separate consideration. Mr. Bonebrake moved, seconded by Mr. Dunn to approve Items 6A, 6C, and 6D of the Consent Agenda.

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

After discussion, Mr. Bush moved, seconded by Mr. Bonebrake to approve Item 6B of the Consent Agenda with claims totaling \$448,439.78.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly
NAY: None
Motion carried: 5-0

8. Public Hearing and consideration and appropriate action relating to Planned Unit Development OPUD-15-02, for property located southeast of E 76th St N and N 129th St E Ave (Safelock Storage)

Karl Fritschen presented the item. The Mayor opened the Public Hearing for comment. One citizen offered input.

After discussion, Mr. Bush moved, seconded by Dr. Kelley to approve OPUD-15-02, as recommended.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly
NAY: None
Motion carried: 5-0

9. Consideration and appropriate action relating to an agreement for engineering services for the E 106th St N and N 145th E Ave Intersection Improvements

Dwayne Henderson presented the item recommending approval of Agreement for Engineering Services for the E 106th St N and N 145th E Ave Intersection Improvements with Poe & Associates, Inc., in the amount of \$168,800 and authorization for the Mayor to execute the agreement.

After discussion, Dr. Kelley moved, seconded by Mr. Dunn to approve the agreement in the amount of \$168,800 with Poe & Associates, Inc., and to authorize the Mayor to execute the agreement, as recommended.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly
NAY: None
Motion carried: 5-0

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

Tim Doyle presented the item recommending 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.

After discussion, Mr. Bonebrake moved, seconded by Dr. Kelley to approve the purchase of a 2016 Dodge Ram 5500, regular cab, diesel, four-wheel drive truck with dump bed, as recommended per the Oklahoma State Bid.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly
NAY: None
Motion carried: 5-0

11. Consideration and appropriate action relating to a bridge cleaning project

Jacob Ketner presented the item recommending 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.

After discussion, Mr. Bush moved, seconded by Dr. Kelley to award the bid and to approve the contract plus Alternate #1 in the amount of \$92,438.75 with Barnes Construction of Tulsa, as recommended.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried: 5-0

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 presented the item recommending 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.

After discussion, Dr. Kelley moved, seconded by Mr. Dunn to approve Ordinance 1068, as recommended.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried: 5-0

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 presented the item recommending approval of Resolution 2016-01.

After discussion, Mr. Bush moved, seconded by Mr. Bonebrake to approve Resolution 2016-01, as recommended.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried: 5-0

14. Report from City Manager

Mr. Lehr acknowledged recent city events.

15. Report from City Attorney

None

16. Report from City Councilors

None

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)

None

19. Adjournment

Mr. Bonebrake moved, seconded by Dr. Kelley to adjourn the meeting.

YEA: Bonebrake, Bush, Dunn, Kelley, Moberly

NAY: None

Motion carried 5-0 and the meeting adjourned at 7:42 pm.

Jeri Moberly, Mayor

Lisa Wilson, Minute Clerk

Claims List

2/2/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount	
MUNICIPAL COURT	OKLAHOMA MUNICIPAL COURT CLERKS	DISTRICT 2 WORKSHOP	100.00	
	YOUTH SERVICES OF TULSA	YOUTH SERVICES	4,125.00	
TOTAL MUNICIPAL COURT			4,225.00	
MANAGERIAL	JPMORGAN CHASE BANK	MEETING EXPENSE	94.79	
	JPMORGAN CHASE BANK	OK PRESS-OPEN REC BOOK	20.00	
	JPMORGAN CHASE BANK	SAMS CLUB-SUPPLIES	19.96	
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	7.19	
	JPMORGAN CHASE BANK	MEETING EXPENSE	24.76	
	JPMORGAN CHASE BANK	EMPLOYEE RECOGNITION	25.00	
	JPMORGAN CHASE BANK	WORKSESSION MTG EXPENSE	100.00	
TOTAL MANAGERIAL			291.70	
FINANCE	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	18.99	
	JPMORGAN CHASE BANK	CONFERENCE CALL SERVICES	18.81	
TOTAL FINANCE			37.80	
HUMAN RESOURCES	JPMORGAN CHASE BANK	CHARACTER BULLETINS	648.00	
	JPMORGAN CHASE BANK	AMAZON-BOOKS	37.56	
	COMMUNITYCARE EAP	EMPLOYEE ASSISTANCE PROGR	248.00	
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	6.66	
	JPMORGAN CHASE BANK	SOUTHERN RUBBER-STAMP	31.00	
TOTAL HUMAN RESOURCES			971.22	
GENERAL GOVERNMENT	JPMORGAN CHASE BANK	ADMIRAL EXP-SUPPLIES	28.99	
	JPMORGAN CHASE BANK	SAMS CLUB-SUPPLIES	8.98	
	AEP/PSO	ELECTRIC USE	3,786.70	
	CINTAS CORPORATION	CARPET CLEANING SERVICES	67.04	
	INCOG	LEGISLATIVE CONSORTIUM	1,292.00	
	TULSA COFFEE SERVICE INC	CITY HALL COFFEE SERVICE	70.84	
	DRAKE SYSTEMS INC	COPIER SERVICES - UPSTAIR	422.13	
	AMERICAN SOCIETY OF COMPOSERS AUTHO	LICENSE FEE	336.00	
	RICOH USA, INC.	COPYING SERVICES - RICOH	366.41	
	NEWTON, O'CONNOR, TURNER & KETCHUM	AUDIT LETTERS	90.00	
	MAILROOM FINANCE INC	POSTAGE	1,000.00	
	TOTAL GENERAL GOVERNMENT			7,469.09
	COMMUNITY DEVELOPMENT	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	23.98
JPMORGAN CHASE BANK		AMAZON-HARD DRIVE/COM DEV	86.86	
JPMORGAN CHASE BANK		AMAZON-DOCUMENT SCANNER	269.99	
JPMORGAN CHASE BANK		SAMS CLUB-SUPPLIES	20.46	
JPMORGAN CHASE BANK		OFFICE DEPOT-CHAIR	199.99	

Claims List

2/2/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
COMMUNITY DEVELOPMENT	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	360.43
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	25.90
TOTAL COMMUNITY DEVELOPMENT			987.61
ENGINEERING	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	3.60
	JPMORGAN CHASE BANK	INTERSTATE-BATTERIES	358.76
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	21.96
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	19.56
	JPMORGAN CHASE BANK	ADMIRAL EXP-SUPPLIES	57.98
TOTAL ENGINEERING			461.86
INFORMATION TECHNOLOGY	JPMORGAN CHASE BANK	NEWEGG-HARD DRIVES	198.22
	JPMORGAN CHASE BANK	SERVER TECH-HARD DRIVES	345.67
	MCCI	LASERFICHE SUPPORT	9,987.60
	JPMORGAN CHASE BANK	WCS SERVICES-USB MODEM	29.00
TOTAL INFORMATION TECHNOLOGY			10,560.49
SUPPORT SERVICES	JPMORGAN CHASE BANK	SAMS CLUB-SUPPLIES	275.43
	JPMORGAN CHASE BANK	LOWES-CITY FLAG LATCH	9.04
	JPMORGAN CHASE BANK	L & W SUPPLY-CEILING TILE	253.44
	JPMORGAN CHASE BANK	COX-INTERNET	69.95
	JPMORGAN CHASE BANK	SAMS CLUB-SUPPLIES	21.36
	SPRINT SOLUTIONS, INC.	SPRINT CARDS	79.98
	SPOK, INC.	PAGER USE	8.89
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	17.35
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	17.35
	JPMORGAN CHASE BANK	LOWES-LIGHT BULBS	165.72
TOTAL SUPPORT SERVICES			918.51
CEMETERY	SPOK, INC.	PAGER USE	8.89
	OWASSO TOP SOIL	DIRT FOR CEMETERY	162.50
	AEP/PSO	ELECTRIC USE	24.81
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	11.96
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	11.96
	JPMORGAN CHASE BANK	LOWES-STRAPS/TARPS	53.85
TOTAL CEMETERY			273.97
POLICE - HWY SAFETY GRAN	JPMORGAN CHASE BANK	STALKER RADAR-RADARS	6,000.00
TOTAL POLICE - HWY SAFETY GRANT			6,000.00
POLICE COMMUNICATIONS	JPMORGAN CHASE BANK	FACTORYOUTLET-COMM EQUIP	624.35
	JPMORGAN CHASE BANK	DISC MUGS-PRISONER BOARD	48.00

Claims List

2/2/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
POLICE COMMUNICATIONS...	JPMORGAN CHASE BANK	SAMS CLUB-PRISONER BOARD	88.24
	JPMORGAN CHASE BANK	SOUTHERN RUBBER-STAMP	47.40
	JPMORGAN CHASE BANK	AMAZON-SUPPLIES	62.38
	JPMORGAN CHASE BANK	WATERSTONE-DRY CLEANING	43.50
	JPMORGAN CHASE BANK	DASH MEDICAL-PRISONER BRD	65.90
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	28.97
	JPMORGAN CHASE BANK	WALMART-PRISONER BOARD	44.06
	JPMORGAN CHASE BANK	WALMART-PRISONER BOARD	152.92
	AEP/PSO	ELECTRIC USE	198.26
	DEPARTMENT OF PUBLIC SAFETY	OLETS USER FEE	450.00
TOTAL POLICE COMMUNICATIONS			1,853.98
ANIMAL CONTROL	JPMORGAN CHASE BANK	SERENITY-CREMATIONS	285.00
	AEP/PSO	ELECTRIC USE	339.62
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	195.95
	JPMORGAN CHASE BANK	ZOETIS-SUPPLIES	139.50
	JPMORGAN CHASE BANK	HILLS PET-SUPPLIES	20.13
	JPMORGAN CHASE BANK	WATERSTONE-DRY CLEANING	54.90
TOTAL ANIMAL CONTROL			1,035.10
EMERGENCY PREPAREDNES	JPMORGAN CHASE BANK	SAMS CLUB-SUPPLIES	21.97
	JPMORGAN CHASE BANK	LOWES-WATER LINE	5.97
	JPMORGAN CHASE BANK	SAMS CLUB-SUPPLIES	10.68
	AEP/PSO	ELECTRIC USE	109.88
TOTAL EMERGENCY PREPAREDNESS			148.50
STORMWATER	JPMORGAN CHASE BANK	OREILLYS-ANTIFREEZE	11.99
	JPMORGAN CHASE BANK	OREILLYS-FUEL HOSE	2.00
	SPOK, INC.	PAGER USE	39.55
	ANCHOR STONE COMPANY	RIP RAP FOR CHANNEL PROJ	1,022.98
	JPMORGAN CHASE BANK	NEW HOLLAND-BOLTS/BLADES	1,162.21
	JPMORGAN CHASE BANK	MAXWELL-STRAW WATTLES	71.80
	JPMORGAN CHASE BANK	QUALITY TIRE-TIRE REPAIRS	105.00
	JPMORGAN CHASE BANK	WARREN CAT-DOZER RENTAL	485.10
	JPMORGAN CHASE BANK	EQUIP ONE-TAMPER RENTAL	70.00
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	20.71
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	20.71
	JPMORGAN CHASE BANK	ATWOOD-FIRE EXTINGUISHERS	39.98
	TOTAL STORMWATER		
PARKS	VERDIGRIS VALLEY ELECTRIC COOP	PARKS OFFICE ELECTRIC	54.44
	WASHINGTON CO RURAL WATER DISTRICT	WATER SERVICE AT MCCARTY	36.00
	AZTEC NE OVERHEAD DOOR, INC	PARKS OFFICE GARAGE DOOR	201.00

Claims List

2/2/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
PARKS...	UNIFIRST HOLDINGS LP	PARKS UNIFORMS	15.25
	UNIFIRST HOLDINGS LP	PARKS UNIFORMS	15.25
	AEP/PSO	ELECTRIC USE	1,399.58
TOTAL PARKS			1,721.52
CULTURE AND RECREATION	OWASSO CHAMBER OF COMMERCE	LEADERSHIP OWASSO CLASS	495.00
TOTAL CULTURE AND RECREATION			495.00
COMMUNITY CENTER	DRAKE SYSTEMS INC	COPIER SERVICES	302.00
	AEP/PSO	ELECTRIC USE	737.89
	JPMORGAN CHASE BANK	AMAZON-SUPPLIES	5.30
	JPMORGAN CHASE BANK	WESTLAKE ACE-MAILBOX	82.11
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	99.78
	JPMORGAN CHASE BANK	REASORS-COFFEE	7.99
	IMPERIAL LLC	ICE MAKER/DISPENSER	5,345.00
	JPMORGAN CHASE BANK	TUCKER-SUPPLIES	217.90
	JPMORGAN CHASE BANK	TUCKER-SUPPLIES	67.25
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	24.35
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	46.06
	JPMORGAN CHASE BANK	AMAZON-SIGN STANDS	95.52
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	248.25
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	29.77
	JPMORGAN CHASE BANK	AMAZON-HANGING DISPLAY	154.48
	JPMORGAN CHASE BANK	OFFICE DEPOT-FOLDING SVC	3.50
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	23.58
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	169.70
	JPMORGAN CHASE BANK	RANDYS PEST-PEST CONTROL	80.00
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	64.15
JPMORGAN CHASE BANK	LOWES-SUPPLIES	128.87	
JPMORGAN CHASE BANK	LOWES-LOCKS/PANELS	54.67	
JPMORGAN CHASE BANK	MISTER SPRAY-GFCI RECEIPT	676.00	
JPMORGAN CHASE BANK	HOBBY LOBBY-PAPER CRAFT	11.98	
JPMORGAN CHASE BANK	LOWES-SUPPLIES	390.17	
TOTAL COMMUNITY CENTER			9,066.27
HISTORICAL MUSEUM	AEP/PSO	ELECTRIC USE	102.13
TOTAL HISTORICAL MUSEUM			102.13
ECONOMIC DEV	JPMORGAN CHASE BANK	FRONTIER.COM-SUBSCRIPTION	30.00
	JPMORGAN CHASE BANK	OEDC-MEMBERSHIP DUES	300.00
	GOVERNOR'S ECONOMIC DEVELOPMENT	MEMBER APPLICATION FEE	100.00
	JPMORGAN CHASE BANK	SEDC-MEMBERSHIP DUES	250.00
	JPMORGAN CHASE BANK	MEETING EXPENSE	17.48

Claims List

2/2/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
ECONOMIC DEV...	JPMORGAN CHASE BANK	WALL ST JOURNAL-RENEWAL	32.99
TOTAL ECONOMIC DEV			730.47
FUND GRAND TOTAL			50,402.25
AMBULANCE	JPMORGAN CHASE BANK	EMS RECERTIFICATION	20.00
	JPMORGAN CHASE BANK	EMS RECERTIFICATION	20.00
TOTAL AMBULANCE			40.00
FUND GRAND TOTAL			40.00
E911 COMMUNICATIONS	INCOG-E911	E911 ADMIN SVC FEES	7,855.58
	JPMORGAN CHASE BANK	TOTAL RADIO-MAINT CONTRAC	410.00
TOTAL E911 COMMUNICATIONS			8,265.58
FUND GRAND TOTAL			8,265.58
HOTEL TAX - ECON DEV	AEP/PSO	ELECTRIC USE	49.62
TOTAL HOTEL TAX - ECON DEV			49.62
STRONG NEIGHBORHOODS	JPMORGAN CHASE BANK	MEETING EXPENSE	446.45
	JPMORGAN CHASE BANK	SAV ON PRINTING-ID CARD	80.00
	JPMORGAN CHASE BANK	SAV ON-BUSINESS CARDS	110.00
	JPMORGAN CHASE BANK	DOLLARTREE-SUPPLIES	5.45
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	199.96
	JPMORGAN CHASE BANK	OFFICE DEPOT-CONF SUPPLIE	159.85
TOTAL STRONG NEIGHBORHOODS			1,001.71
FUND GRAND TOTAL			1,051.33
STORMWATER - STORMWATER	AEP/PSO	ELECTRIC USE	262.65
TOTAL STORMWATER - STORMWATER			262.65
FUND GRAND TOTAL			262.65
RAYOLA SPLASH PAD EXPAN	PDG, INC.	RAYOLA SPLASH PAD EXPANSI	11,000.00
TOTAL RAYOLA SPLASH PAD EXPANS			11,000.00
FUND GRAND TOTAL			11,000.00

Claims List

2/2/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
SALES TAX FUND-FIRE	ARAMI GOLDSTEIN	TUITION REIMBURSEMENT	375.88
	NORTH AMERICA FIRE EQUIPMENT CO.	FIRE HELMET SHIELDS	562.66
	CONRAD FIRE EQUIPMENT INC.	VEHICLE PARTS	208.57
	TULSA AUTO SPRING CO	REPLACE AMB AIR BAGS	1,427.43
	AEP/PSO	ELECTRIC USE	2,462.73
	JPMORGAN CHASE BANK	ACADEMY-APPAREL	49.99
	JPMORGAN CHASE BANK	REASORS-SUPPLIES	9.99
	JPMORGAN CHASE BANK	UNITED ENGINES-MAINTENANC	2,405.61
	JPMORGAN CHASE BANK	SAMS CLUB-SUPPLIES	110.39
	JPMORGAN CHASE BANK	SAV ON PRINTING-SUPPLIES	75.00
	JPMORGAN CHASE BANK	PAUL CONWAY-VEH LETTERING	228.76
	JPMORGAN CHASE BANK	LOCKE SUPPLY-PART	90.20
	JPMORGAN CHASE BANK	CASCO INDUST-APPAREL	156.00
	JPMORGAN CHASE BANK	L & M-OFFICE FURNITURE	1,993.00
	JPMORGAN CHASE BANK	AMERICAN WASTE-DUMPSTER	388.00
	JPMORGAN CHASE BANK	SAMSCLUB-SUPPLIES	134.92
	JPMORGAN CHASE BANK	ACCURATE FIRE-EXTINGUISHE	29.49
	JPMORGAN CHASE BANK	IAFC-DUES/WALKER	214.00
	JPMORGAN CHASE BANK	IAFC-DUES/GOLDSTEIN	95.00
	JPMORGAN CHASE BANK	IAFC-DUES/STUCKEY	214.00
	JPMORGAN CHASE BANK	AMAZON-MEMBERSHIP FEES	99.00
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	4.89
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	7.03
	JPMORGAN CHASE BANK	HOME DEPOT-SUPPLIES	53.76
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	10.47
	JPMORGAN CHASE BANK	ATWOOD-SUPPLIES	17.99
	JPMORGAN CHASE BANK	LODGING EXPENSE	267.00
	JPMORGAN CHASE BANK	DRY CLEANING ST-CLEANING	63.54
	JPMORGAN CHASE BANK	LOWES-DOOR LOCK ST 3	16.98
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	11.00
	DUVALL ELECTRIC, LLC	BLDG ELECTRICAL REPAIR	2,830.00
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	11.00
	JPMORGAN CHASE BANK	MAIL THIS-SUPPLIES	11.90
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	10.65
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	9.34
	JPMORGAN CHASE BANK	SAMSCLUB-SUPPLIES	18.46
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	10.25
	JPMORGAN CHASE BANK	FLEET FEET-SHOES	90.00
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	60.43
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	11.00
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	84.06
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	6.42
	JPMORGAN CHASE BANK	AMAZON-OFFICE SUPPLIES	51.98
	JPMORGAN CHASE BANK	BEST BUY-SUPPLIES	24.99

Claims List

2/2/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
SALES TAX FUND-FIRE...	JPMORGAN CHASE BANK	DEFENDER-DRY SUITS	1,705.47
TOTAL SALES TAX FUND-FIRE			16,719.23
FUND GRAND TOTAL			16,719.23
SALES TAX FUND-POLICE	JPMORGAN CHASE BANK	AMAZON-SUPPLIES	24.55
	JPMORGAN CHASE BANK	FAMILY ANIMAL-K9 MEDICAL	53.99
	JPMORGAN CHASE BANK	SOUTHERN AG-K9 FOOD	89.98
	JPMORGAN CHASE BANK	SPECIAL OPS-UNIFORM ITEMS	891.86
	JPMORGAN CHASE BANK	MEETING EXPENSE	40.45
	JPMORGAN CHASE BANK	AMAZON-OFFICE SUPPLIES	10.95
	JPMORGAN CHASE BANK	DOLLAR GENERAL-SUPPLIES	6.50
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	51.00
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	26.81
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	14.19
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	31.94
	JPMORGAN CHASE BANK	SAMSCLUB-SUPPLIES	5.88
	JPMORGAN CHASE BANK	SPECIAL OPS-UNIFORM ITEMS	690.90
	JPMORGAN CHASE BANK	SPECIAL OPS-UNIFORM ITEMS	830.84
	JPMORGAN CHASE BANK	FBI LEEDA-TRAINING/HIBBER	650.00
	JPMORGAN CHASE BANK	AMAZON-UNIFORM ITEMS	96.00
	JPMORGAN CHASE BANK	ULTRA MAX-FIREARM SUPPLIE	288.60
	JPMORGAN CHASE BANK	AMAZON-BOOKS	35.64
	JPMORGAN CHASE BANK	AMAZON-SUPPLIES	12.30
	JPMORGAN CHASE BANK	AMAZON-UNIFORMS	18.99
	JPMORGAN CHASE BANK	OFFICE DEPOT-SQ RM CHAIRS	465.27
	JPMORGAN CHASE BANK	STALKER RADAR-RADARS	337.50
	JPMORGAN CHASE BANK	JETPENS.COM-SUPPLIES	30.00
	JPMORGAN CHASE BANK	AT UR SVC-RENTAL	80.00
	JPMORGAN CHASE BANK	PUB SAFETY CTR-RAINCOAT	150.00
	JPMORGAN CHASE BANK	PUB SAFETY CTR-RAINCOAT	150.00
	JPMORGAN CHASE BANK	SAMS CLUB-SUPPLIES	77.81
	JPMORGAN CHASE BANK	PAYPAL-PD LIGHT BAR CONTR	52.65
	JPMORGAN CHASE BANK	AMAZON-PD BOOKS	114.70
	JPMORGAN CHASE BANK	AMAZON-SUPPLIES	11.77
	JPMORGAN CHASE BANK	SPECIAL OPS-UNIFORM ITEMS	29.98
	JPMORGAN CHASE BANK	SPECIAL OPS-UNIFORM ITEMS	333.91
	JPMORGAN CHASE BANK	SPECIAL OPS-UNIFORM ITEMS	18.00
	JPMORGAN CHASE BANK	SPECIAL OPS-UNIFORM ITEMS	569.94
	JPMORGAN CHASE BANK	AMAZON-UNIFORM ITEMS	128.04
	JPMORGAN CHASE BANK	WATERSTONE-DRY CLEANING	1,535.30
	JPMORGAN CHASE BANK	USPS-POSTAGE	20.00
	JPMORGAN CHASE BANK	DEPT OF MILITARY-LODGING	210.00
	JPMORGAN CHASE BANK	TATE BOYS-ALIGNMENT	59.95

Claims List

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Budget Unit Title	Vendor Name	Payable Description	Payment Amount
SALES TAX FUND-POLICE...	JPMORGAN CHASE BANK	RAY ALLEN-SUPPLIES	39.49
	JPMORGAN CHASE BANK	AMAZON-CAMERA	40.62
	AEP/PSO	ELECTRIC USE	2,152.34
	JPMORGAN CHASE BANK	AMAZON-BOOKS	6.05
	JPMORGAN CHASE BANK	SPECIAL OPS-UNIFORMS	31.99
	JPMORGAN CHASE BANK	SPECIAL OPS-UNIFORMS	217.94
	JPMORGAN CHASE BANK	SPECIAL OPS-UNIFORMS	10.00
	JPMORGAN CHASE BANK	THOMSON WEST-CLEAR ACCESS	276.01
	JPMORGAN CHASE BANK	UNDERCOVER TRAINING/FELL	495.00
	JPMORGAN CHASE BANK	SALES TAX CREDIT	-4.29
	DRAKE SYSTEMS INC	COPIER LEASE	448.91
	BOB HOWARD DODGE, INC	6 DODGE CHARGERS	143,028.00
	SPOK, INC.	PAGER USE	35.56
	TOTAL SALES TAX FUND-POLICE		
FUND GRAND TOTAL			155,023.81
SALES TAX FUND-STREETS	SPOK, INC.	PAGER USE	80.51
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	50.64
	ANCHOR STONE COMPANY	CRUSHER RUN STONE	227.10
	APAC-OKLAHOMA, INC.	ASPHALT	83.07
	JPMORGAN CHASE BANK	FLEETPRIDE-SIGN & FLAGS	47.29
	AEP/PSO	ELECTRIC USE	1,777.51
	JPMORGAN CHASE BANK	WALMART-HEATER	18.84
	JPMORGAN CHASE BANK	TULSA GAS-FILTER BLOCK	100.00
	JPMORGAN CHASE BANK	MAXWELL-CHAINS	240.08
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	60.00
	JPMORGAN CHASE BANK	STD SPLY-AIR FILTER	19.22
	JPMORGAN CHASE BANK	STD SPLY-MOTOR	598.15
	JPMORGAN CHASE BANK	STD SPLY-AIR FILTER	19.22
	JPMORGAN CHASE BANK	EQUIPMENT ONE-PULLEY	34.60
	JPMORGAN CHASE BANK	SHELL-FUEL	14.79
	JPMORGAN CHASE BANK	MICHAEL TODD-POSTS	246.45
	SIGNALTEK INC	TRAFFIC SIGNAL MAINTENANC	1,490.85
	JPMORGAN CHASE BANK	OREILLY-MAINT SUPPLIES	59.88
	JPMORGAN CHASE BANK	CNG FUEL	1.90
	JPMORGAN CHASE BANK	CNG FUEL	0.18
	JPMORGAN CHASE BANK	MAXWELL SPLY-STAKES	25.77
	JPMORGAN CHASE BANK	MAXWELL SPLY-BLANKETS	114.19
	JPMORGAN CHASE BANK	CNG FUEL	5.37
	JPMORGAN CHASE BANK	GRAINGER-TOOL SET	1,316.84
	UNIFIRST HOLDINGS LP	UNIFORM CLEANING	47.69
	JPMORGAN CHASE BANK	TAYLOR CRANE-RESET DOZER	1,000.00
	JPMORGAN CHASE BANK	STD SPLY LAWN-PARTS	22.78

Claims List

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Budget Unit Title	Vendor Name	Payable Description	Payment Amount
SALES TAX FUND-STREETS...	JPMORGAN CHASE BANK	TRAVEL EXPENSE	102.00
TOTAL SALES TAX FUND-STREETS			7,804.92
FUND GRAND TOTAL			7,804.92
CI - FBO BUILDING	BKL INCORPORATED	ARCHITECTURAL/ENGINEERING	2,800.00
TOTAL CI - FBO BUILDING			2,800.00
CI - GARN WID 96TH-106TH	INTEGRA REALTY RESOURCES, LLC	APPRAISAL - ROW ACQUISITI	2,750.00
	INTEGRA REALTY RESOURCES, LLC	APPRAISAL - ROW ACQUISITI	2,750.00
	INTEGRA REALTY RESOURCES, LLC	APPRAISAL - ROW ACQUISITI	2,750.00
	INTEGRA REALTY RESOURCES, LLC	APPRAISAL - ROW ACQUISITI	2,750.00
	INTEGRA REALTY RESOURCES, LLC	APPRAISAL - ROW ACQUISITI	2,750.00
	DEWBERRY ENGINEERS, INC	ENGINEERING SERVICES	6,000.00
TOTAL CI - GARN WID 96TH-106TH			19,750.00
116/129 INTERSECT IMPROV	TULSA COUNTY BOCC	ENGINEERING DESIGN	83,993.50
TOTAL 116/129 INTERSECT IMPROV			83,993.50
FUND GRAND TOTAL			106,543.50
CITY GARAGE	JPMORGAN CHASE BANK	HELSELBEIN TIRE-TIRES	1,130.02
	JPMORGAN CHASE BANK	HELSELBEIN-TIRE	139.73
	AEP/PSO	ELECTRIC USE	737.39
	AT&T MOBILITY	WIRELESS SERVICE	57.58
	JPMORGAN CHASE BANK	BUMP2BUMP-PARTS RESALE	230.44
	JPMORGAN CHASE BANK	UNITED FORD-PARTS RESALE	157.61
	JPMORGAN CHASE BANK	UNITED FORD-PARTS RESALE	42.29
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	32.04
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	32.04
	JPMORGAN CHASE BANK	BUMP2BUMP-PARTS RESALE	470.76
	JPMORGAN CHASE BANK	BUMP2BUMP-PARTS RESALE	53.99
	JPMORGAN CHASE BANK	BUMP2BUMP-PARTS RESALE	11.80
	JPMORGAN CHASE BANK	FASTENAL-SUPPLIES	12.00
	JPMORGAN CHASE BANK	UNITED FORD-PARTS RESALE	389.02
	JPMORGAN CHASE BANK	UNITED FORD-PARTS RESALE	754.94
	JPMORGAN CHASE BANK	BUMP2BUMP-CORE RETURN	-75.00
TOTAL CITY GARAGE			4,176.65
FUND GRAND TOTAL			4,176.65
WORKERS' COMP SELF-INS	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	737.98

Claims List

2/2/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
WORKERS' COMP SELF-INS..	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	737.98
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	1,675.92
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS	1,473.25
TOTAL WORKERS' COMP SELF-INS			4,625.13
FUND GRAND TOTAL			4,625.13
GEN LIAB-PROP SELF INS	LIBERTY FENCE CO, INC	TORT CLAIM	275.00
	JPMORGAN CHASE BANK	LENOX-TOWING	75.00
	JPMORGAN CHASE BANK	CLASSIC CHEVY-REPAIRS	441.98
TOTAL GEN LIAB-PROP SELF INS			791.98
FUND GRAND TOTAL			791.98
CITY GRAND TOTAL			\$366,707.03



TO: The Honorable Mayor and City Council
City of Owasso

FROM: Jerry Fowler
Neighborhood Coordinator

SUBJECT: Donations in Memory of Damon Fields

DATE: January 29, 2016

BACKGROUND:

Staff has recently received donations in the amount of \$230 for OSNI-Owasso CARES in memory of Damon Fields.

Damon was a local resident who was active in his neighborhood and had participated in several Owasso CARES Day of Services. When he passed away in December, his request was for any donations in his memory go to benefit OSNI-Owasso CARES.

RECOMMENDATION:

Staff recommends acceptance of the donations in memory of Damon Fields and approval of a budget amendment in the Hotel Tax Fund-Strong Neighborhoods increasing the estimated revenues and increasing the appropriation for expenditures by \$230.



TO: The Honorable Mayor and City Council
City of Owasso

FROM: Joshua Quigley
Community Center Manager

SUBJECT: Cash and In-kind Donations

DATE: January 29, 2016

BACKGROUND:

From November 1, 2015, through January 22, 2016, staff has received donations for a total of \$90.00 in cash and in-kind items from various citizens and community organizations. The in-kind donations are as follows: two hams and two turkeys valued to be \$189.90; and bands, ankle weights, mat, disk, and various small exercise balls valued to be \$100.00.

The donated food items were served with the Friday pot-luck meals for community programs at the Community Center. The exercise equipment is available for use during the senior exercise programs.

RECOMMENDATION:

Staff recommends acceptance of the cash and in-kind donations and approval of a budget amendment in the General Fund, Community Center Department increasing the estimated revenues and the appropriation for expenditures by \$90.00 for the cash donation.



TO: The Honorable Mayor and City Council
City of Owasso

FROM: Karl A. Fritschen RLA, AICP
Chief Urban and Long Range Planner

SUBJECT: Ordinance 1069

DATE: January 29, 2016

BACKGROUND:

The City of Owasso received an application for a planned unit development (OPUD 15-02) for a tract of land approximately 3.9 acres in size located near the southeast corner of E 76th St N and N 129th E Ave, more specifically described as Lot 1, Block 1, Penix Place. The subject property shall be bound to the requirements of OPUD 15-02.

CITY COUNCIL:

On January 19, 2016, City Council considered the item and voted unanimously to approve OPUD 15-02.

This ordinance affirms the action taken by the City Council.

RECOMMENDATION:

Staff recommends approval of Ordinance 1069.

ATTACHMENT:

Ordinance 1069

**CITY OF OWASSO, OKLAHOMA
ORDINANCE 1069**

AN ORDINANCE APPROVING PLANNED UNIT DEVELOPMENT APPLICATION PUD 15-02 FOR THE DEVELOPMENT OF A MINI-STORAGE FACILITY PROJECT ON APPROXIMATELY 3.9 ACRES OF PROPERTY LOCATED IN SECTION 33, TOWNSHIP 21 NORTH, RANGE 14 EAST OF THE I.B.&M, TULSA COUNTY, STATE OF OKLAHOMA, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, public hearings have been held regarding the request for the planned unit development of the property herein described, and

WHEREAS, the Owasso City Council has considered the recommendation of the Owasso Annexation Committee, the Owasso Planning Commission and all statements for or against the requested planned unit development application PUD 15-02

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

Section 1.

A TRACT OF LAND LOCATED IN LOT ONE (1) OF BLOCK ONE (1) OF PENIX PLACE, AN ADDITION TO TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 5062, IN SECTION THIRTY THREE (33) OF TOWNSHIP TWENTY-ONE (21) NORTH AND RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.) ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF; BEING MORE PARTICULARLY DESCRIBE AS FOLLOWS:

COMMENCING AT THE NW CORNER OF LOT 1 OF BLOCK 1 OF THE SAID PENIX PLACE; THENCE S 00°10'56" W ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 222.22 FEET TO THE POINT OF BEGINNING; THENCE N 90°00'00" E A DISTANCE OF 440.00 FEET TO THE EAST LINE OF SAID LOT 1; THENCE S 00°10'56" W A DISTANCE OF 440.00 FEET TO THE SE CORNER OF SAID LOT 1; THENCE S 89°59'20" W A DISTANCE OF 440.00 FEET TO THE SW CORNER OF SAID LOT 1; THENCE N 00°10'56" E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 386.58 FEET TO THE POINT OF BEGINNING, AND CONTAINING 3.904 ACRES, MORE OR LESS IS HEREBY SUBJECT TO THE STANDARDS OF PUD 15-02. THE SITE DEVELOPMENT PLAN AND STATEMENT OF INTENT SHALL BE FOLLOWED FOR ANY DEVELOPMENT OF THE DESCRIBED PROPERTY.

Section 2. That all ordinances or parts of ordinances in conflict herewith be, and the same are hereby expressly repealed.

Section 3. All ordinances, or parts of ordinances, in conflict with this ordinance are hereby repealed to the extent of the conflict only.

Section 4. If any part or parts of this ordinance are deemed unconstitutional, invalid or ineffective, the remaining portion shall not be affected but shall remain in full force and effect.

Section 5. The provisions of this ordinance shall become effective thirty (30) days from the date of final passage as provided by state law.

Section 6. That there be filed in the office of the County Clerk of Tulsa County, Oklahoma, a true and correct copy of this Ordinance.

PASSED AND APPROVED this _____ day of February, 2016.

Jeri Moberly, Mayor

ATTEST:

Sherry Bishop, City Clerk

(SEAL)

APPROVED AS TO FORM:

Julie Lombardi, City Attorney



TO: The Honorable Mayor and City Council
City of Owasso

FROM: Larry Langford
Director of Recreation and Culture

SUBJECT: Rayola Park Splash Pad Expansion Bid Award

DATE: January 29, 2016

BACKGROUND:

On November 5, 2014, The Tulsa County Vision Authority adopted a resolution that states Owasso is eligible to receive excess Vision 2025 funds totaling \$6,882,761. On April 21, 2015, Owasso City Council approved Resolution 2015-08 recommending identified projects for these funds. Portions of these funds were designated to expand the splash pad located in Rayola Park.

On August 11, 2015, City Council approved a professional service agreement with Planning Design Group, Inc. (PDG) of Tulsa OK for the Rayola Splash Pad expansion in the amount of \$27,000. Professional services include:

- Program and Analysis
- Conceptual Design
- Preliminary Design
- Final Design
- Bidding and Construction Administration

BID PROCESS:

An advertisement for bids was published on January 5, 2015 for Rayola Park Splash Pad expansion with base design to include but is not limited to minor demolition, grading and erosion control, water service line installation, storm sewer pipe installation, splash pad element installation, plumbing for splash pad elements, concrete, batched colored concrete, shade structures installation, and site furnishings. Two alternates were included: Alternate #1 – Refurbish existing splash pad; Alternate #2 – Sidewalk demo and addition.

A mandatory pre-bid conference was held at City Hall on Tuesday, January 16, 2016. Eleven (11) contractors and sub-contractors were in attendance.

Bids were opened publicly on Wednesday, January 27, 2016 at 10:00 AM with five (5) bids received. The lowest bid base bid received was from RJR Enterprises of Tulsa, Oklahoma (bid tabulation sheet attached).

BID ANALYSIS:

Staff has examined the submitted bid packages for any improper or unbalanced bids and none were discovered. Upon review of the bids, staff found the lowest bid from RJR Enterprises met all specifications.

Staff, along with our design engineer (PDG), analyzed submission from lowest bidder's previous projects to evaluate quality, timeliness, professionalism, and overall satisfaction of the bidder. All findings confirmed quality craftsmanship, integrity, and dependability. Based on findings and the attached bid tabulation sheet, Planning Design Group recommends RJR Enterprises be awarded the construction contract, assuming they met all other City requirements, consisting of the Base Bid and Alternate A-1 for a total of \$256,302.50.

FUNDING:

Funds for expansion of Rayola Splash Park are included in the Vision 2025 Funds.

RECOMMENDATION:

Staff recommends award of the base bid and alternate #1 and approval of a contract with RJR Enterprises of Tulsa, Oklahoma in the amount of \$256,302.50 for construction of the Rayola Spray Pad Expansion project.

ATTACHMENTS:

Contract Agreement
Bid Tabulations
PDG Recommendation Letter

SECTION 00300

AGREEMENT

THIS AGREEMENT is dated as of the 2nd day of February, 2016,
by and between City of Owasso (hereinafter called OWNER)
and RJR Enterprises (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:

**RAYOLA SPLASH PAD
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:

This project is for the construction of a new splash pad at Rayola Park. The work includes but is not limited to minor demolition, grading and erosion control, water service line installation, storm sewer pipe installation, splash pad element installation, plumbing for splash pad elements, concrete, batched colored concrete, shade structures installation, and site furnishings.

ARTICLE 2. ENGINEER

The project has been assigned to the Project Manager or his/her duly authorized representative, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER 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 **Ninety (90) calendar days** from the date of Notice to Proceed; and completed and ready for final payment in accordance with the General Conditions within **One Hundred and Two (102) calendar days** from the date of Notice to Proceed, which will be on or before **February 15, 2016**.

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 Contract Price, 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 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 Engineer 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 one (1) year 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 ____, inclusive, and Standard Drawings.
- 7.21 Addendum Numbers ____ to ____, inclusive.
- 7.22 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ____ to ____ inclusive).
- 7.23 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 triplicate. One counterpart has been delivered to CONTRACTOR, the remaining two belong to OWNER. All portions of the Contract Documents have been signed by OWNER and CONTRACTOR.

This Agreement will be effective on _____.

OWNER:

CONTRACTOR:

By _____

By _____

(SEAL)

(SEAL)

ATTEST:

Title

Title

Address for giving notices:

Owasso Rayola Splash Pad Project - Bid Tabulation

City of Owasso - Owasso, OK

Date: January 27, 2016

BASE BID ITEMS			ARCHITECT'S ESTIMATE			P/R ENTERPRISES			MAGNUM CONSTRUCTION			BENCHMARK ENTERPRISES			BUILDERS UNLIMITED			REGO ENTERPRISES		
NO.	ITEMS	UNIT	QTY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	
1	General Conditions/Bonding/Insurance	LS	1	\$13,000.00	\$13,000.00	\$22,052.00	\$22,052.00	\$23,082.00	\$23,082.00	\$49,700.00	\$49,700.00	\$49,700.00	\$49,700.00	\$29,343.00	\$29,343.00	\$77,061.00	\$77,061.00	\$29,343.00	\$29,343.00	
2	Earthwork/Excavation/Embankment/Compaction/Grading	LS	1	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$9,383.00	\$9,383.00	\$14,652.00	\$14,652.00	\$9,383.00	\$9,383.00	
3	Secret Filt. - CIP	CY	200	\$25.00	\$5,000.00	\$20.00	\$4,000.00	\$20.00	\$4,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$7,772.00	\$7,772.00	\$1,511.90	\$1,511.90	\$7,772.00	\$7,772.00	
4	Construction Entrance - CIP	EA	1	\$750.00	\$750.00	\$500.00	\$500.00	\$500.00	\$500.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$7,291.00	\$7,291.00	\$3,551.00	\$3,551.00	\$7,291.00	\$7,291.00	
5	Fitter Fabric/Silt Fence - CIP	LF	201	\$402.00	\$80,802.00	\$3.00	\$603.00	\$603.00	\$603.00	\$1.00	\$201.00	\$2.30	\$462.30	\$103.39	\$20,681.39	\$6.00	\$1,206.00	\$103.39	\$20,681.39	
6	Electric Service - CIP	LS	1	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,996.87	\$4,996.87	\$4,070.00	\$4,070.00	\$4,996.87	\$4,996.87	
7	Water Service - CIP	LS	1	\$7,500.00	\$7,500.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$25,000.00	\$25,000.00	\$14,000.00	\$14,000.00	\$29,137.00	\$29,137.00	\$43,450.00	\$43,450.00	\$29,137.00	\$29,137.00	
8	6" Drimline - CIP	LF	178	\$35.00	\$6,230.00	\$35.00	\$6,230.00	\$35.00	\$6,230.00	\$30.00	\$5,340.00	\$30.00	\$5,340.00	\$36.85	\$6,559.30	\$50.00	\$8,900.00	\$36.85	\$6,559.30	
9	Seat Walks - CIP	LF	31	\$220.00	\$6,820.00	\$100.00	\$3,100.00	\$100.00	\$3,100.00	\$161.29	\$5,019.99	\$161.29	\$5,019.99	\$178.38	\$5,529.78	\$319.00	\$9,889.00	\$178.38	\$5,529.78	
10	4" Thick Concrete Pavement - CIP	SF	3,225	\$5.00	\$16,125.00	\$5.00	\$16,125.00	\$5.00	\$16,125.00	\$6.75	\$21,750.00	\$6.75	\$21,750.00	\$6.80	\$22,005.00	\$5.50	\$17,737.50	\$6.80	\$22,005.00	
11	5" Thick Concrete Pavement with Buffer Color - CIP	SF	2,538	\$6.50	\$16,497.00	\$5.50	\$13,959.00	\$5.50	\$13,959.00	\$6.50	\$16,497.00	\$6.50	\$16,497.00	\$7.41	\$18,806.58	\$8.80	\$22,334.40	\$7.41	\$18,806.58	
12	Sprayground Equipment - CIP	LS	1	\$14,637.00	\$14,637.00	\$109,200.00	\$109,200.00	\$109,200.00	\$109,200.00	\$115,800.00	\$115,800.00	\$115,800.00	\$115,800.00	\$136,890.00	\$136,890.00	\$128,150.00	\$128,150.00	\$136,890.00	\$136,890.00	
13	12'x12' Fabric Shade Structure - CIP	EA	1	\$3,750.00	\$3,750.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$3,984.00	\$3,984.00	\$6,436.00	\$6,436.00	\$3,984.00	\$3,984.00	
14	12'x24' Fabric Shade Structure - CIP	EA	1	\$4,750.00	\$4,750.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,664.00	\$4,664.00	\$8,990.00	\$8,990.00	\$4,664.00	\$4,664.00	
15	Canilevered Fabric Shade Structure - CIP	EA	1	\$17,500.00	\$17,500.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,651.00	\$15,651.00	\$20,990.00	\$20,990.00	\$15,651.00	\$15,651.00	
16	Replace Shade Fabric on Existing Shade Structure - CIP	EA	1	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$833.00	\$833.00	\$2,035.00	\$2,035.00	\$833.00	\$833.00	
17	ADA Accessible Picnic Tables - CIP	EA	3	\$900.00	\$2,700.00	\$875.00	\$2,625.00	\$875.00	\$2,625.00	\$1,100.00	\$3,300.00	\$975.00	\$2,925.00	\$888.33	\$2,664.99	\$913.00	\$2,739.00	\$888.33	\$2,664.99	
18	Square Picnic Tables - CIP	EA	3	\$1,000.00	\$3,000.00	\$800.00	\$2,400.00	\$800.00	\$2,400.00	\$1,000.00	\$3,000.00	\$943.75	\$2,831.25	\$925.00	\$2,775.00	\$1,650.00	\$4,950.00	\$925.00	\$2,775.00	
19	Benches - CIP	EA	2	\$1,000.00	\$2,000.00	\$600.00	\$1,200.00	\$600.00	\$1,200.00	\$600.00	\$1,200.00	\$622.40	\$1,244.80	\$545.00	\$1,090.00	\$566.00	\$1,132.00	\$545.00	\$1,090.00	
20	Trash Receptacles - CIP	EA	2	\$750.00	\$1,500.00	\$333.00	\$666.00	\$333.00	\$666.00	\$2,000.00	\$2,000.00	\$2,550.00	\$2,550.00	\$1,514.00	\$3,028.00	\$2,420.00	\$4,840.00	\$1,514.00	\$3,028.00	
21	Rules Signage - CIP	EA	1	\$1,500.00	\$1,500.00	\$30.00	\$30.00	\$30.00	\$30.00	\$25.00	\$25.00	\$20.00	\$20.00	\$32.82	\$32.82	\$25.50	\$25.50	\$32.82	\$32.82	
22	6" HT Wood Fence - CIP	LF	54	\$35.00	\$1,890.00	\$30.00	\$1,620.00	\$30.00	\$1,620.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$5,551.00	\$5,551.00	\$11,572.00	\$11,572.00	\$5,551.00	\$5,551.00	
23	Landscape - CIP	LS	1	\$1,750.00	\$1,750.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$5,347.00	\$5,347.00	\$4.40	\$4.40	\$5,347.00	\$5,347.00	
24	U-3 Bermuda Solid Sod - CIP	SF	4,490	\$0.30	\$1,347.00	\$0.75	\$3,367.50	\$0.75	\$3,367.50	\$0.30	\$1,347.00	\$0.32	\$1,436.80	\$0.34	\$1,526.60	\$0.40	\$1,796.00	\$0.34	\$1,526.60	
25	Construction Allowance	LS	1	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	
TOTAL BASE BID ITEMS					\$254,648.00		\$253,902.50		\$284,000.00		\$286,270.25		\$335,606.75		\$409,281.50					

ALTERNATE ITEMS			ARCHITECT'S ESTIMATE			P/R ENTERPRISES			MAGNUM CONSTRUCTION			BENCHMARK ENTERPRISES			BUILDERS UNLIMITED			REGO ENTERPRISES		
NO.	ITEMS	UNIT	QTY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	
A-1	Refurbishment of Existing Splash Pad - CIP	LS	1	\$5,000.00	\$5,000.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$2,325.00	\$2,325.00	\$14,893.00	\$14,893.00	\$2,325.00	\$2,325.00	
A-2	Existing Sidewalk Demolition and Replacement - CIP	LS	1	\$10,000.00	\$10,000.00	\$19,048.00	\$19,048.00	\$19,048.00	\$19,048.00	\$11,800.00	\$11,800.00	\$21,145.00	\$21,145.00	\$13,842.00	\$13,842.00	\$31,100.00	\$31,100.00	\$13,842.00	\$13,842.00	
TOTAL ALTERNATE BID ITEMS					\$15,000.00		\$21,448.00		\$14,800.00		\$26,645.00		\$315,173.75		\$45,989.00					

TOTAL PROJECT COST	\$289,648.00	\$275,350.50	\$298,800.00	\$315,015.20	\$455,270.90
Math Error					
Differing Totals					

This Bid Tabulation Sheet reflects corrected bid prices according to Bidders Unit Cost Pricing times the estimated quantities listed in the Bid Form. Total numbers may vary from the total cost submitted by the Contractor in their Bid Form.

I, the undersigned, do hereby certify that all bids on this Bid Tabulation Sheet were reviewed and there were no irregularities in the bids not otherwise noted and that said sums are true and correct to the best of my knowledge.

Submitted By:
Jim Crosby, Planning Design Group

Planning Design Group • 5314 South Yale Ave., Suite 710 • Tulsa, Oklahoma 74135 • 918/628-1255



January 27, 2016

Mr. John Feary, Project Administrator
City of Owasso
111 N. Main
Owasso, OK 74055
RE: Rayola Park Splash Pad – Bid Tabulation

Dear Mr. Feary:

A total of five (5) bids were opened on Wednesday, January 27, 2016, for the Rayola Park Splash Pad Project. RJR Enterprises was the low bidder for the project. The amount of their Base Bid is \$253,902.50, Alternate A-1 is \$2,400.00, and Alternate A-2 is \$19,048.00, for a total bid of \$275,350.50.

Based on the attached bid tabulation sheet, Planning Design Group recommends RJR Enterprises be awarded the construction contract, assuming they met all other City requirements, consisting of the Base Bid and Alternate A-1 for a total of \$256,302.50.

Planning Design Group has worked on numerous Splash Pad and Recreation type projects with RJR Enterprises in the past. Based on our past experience with this contractor, we will not be asking for a list of references on this project.

If I can answer any questions, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Geoffery Evans', is written over a vertical line. The signature is stylized and somewhat abstract.

Geoffery Evans, PLA, ASLA
Project Manager
PLANNING DESIGN GROUP, Inc.

Attachment: Rayola Park Splash Pad Bid Tabulation



TO: Honorable Mayor and City Council
City of Owasso

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

SUBJECT: Tulsa County Inter-local Agreement – ROW and Utility Relocation
E 116th St N and N 129th E Ave Intersection Improvements

DATE: January 29, 2016

BACKGROUND:

The intersection at E 116th St N and N 129th E Ave is jointly owned and maintained by Tulsa County and City of Owasso. It is currently the most heavily traveled unimproved intersection in the Owasso area.

In 2014, Tulsa County and the City of Owasso agreed to share costs for the engineering design for the project, right-of-way, utility relocation and construction. Both parties agreed and selected WP Moore, Inc., to perform the engineering for the intersection improvements for a total design fee of \$168,000. The engineering consultant has prepared plans and has submitted them to the Oklahoma Department of Transportation (ODOT). ODOT has prepared the National Environmental Policy Act (NEPA) document required, which will allow the project to move to the right-of-way acquisition and utility relocation phases.

The funding amount estimated for ROW and utilities is:

Total	Tulsa County (50%)	City of Owasso (50%)
ROW Acquisition - \$377,000	\$188,500	\$188,500
Utility Relocation - \$302,000	\$151,000	\$151,000
Total \$679,000	\$339,500	\$339,500

INTER-LOCAL AGREEMENT:

Projects that use multi-jurisdictional funding sources require an agreement between the entities to determine the limits of their participation. The Inter-local agreement between Tulsa County and City of Owasso has already been approved for the engineering design. This agreement is for the right-of-way and utility relocation portion of the project. The document has been prepared by the District Attorney and reviewed by the City Attorney. Stipulations are summarized as follows:

1. The duration of this Agreement shall be from the date of execution of this Agreement until the project is complete.
2. The purpose of this Agreement shall be to provide for right-of-way and utility relocations for the improvements at the intersection of E 116th St N and N 129th E Ave.

3. The City and County shall determine the amount of right-of-way needed and utilities to be relocated, based upon the plans being prepared by their Engineering Consultant.
4. The County shall contract with and pay the invoices for the right-of-way acquisition and utility relocations.
5. The City shall reimburse the County one half the actual costs for right-of-way and utility relocations.
6. This Agreement shall be effective from and after the date of execution hereof and is intended only for the purpose described in Section 2 above.
7. The rights, duties, and obligations under or arising from this Agreement shall not be assigned by either party hereto without the express written consent of the other.

FUNDING:

Funding for the project has been included in the Capital Improvements Fund Budget.

RECOMMENDATION:

Staff recommends approval of the Inter-local Agreement with Tulsa County for right-of-way acquisition and utility relocation for the intersection of E 116th St N and N 129th E Ave.

ATTACHMENTS:

Tulsa County Inter-local Agreement
Location Map

AGREEMENT

THIS AGREEMENT, by and between the Board of County Commissioners of Tulsa County, Oklahoma, hereinafter called "County" and the City of Owasso, Oklahoma, hereinafter called "City."

WITNESSETH:

WHEREAS, by virtue of 69 O.S., 1987, Section 1903, the Board of County Commissioners is authorized to enter into Agreements with municipalities to construct, improve, and repair any of the streets of such municipalities, and;

WHEREAS, the County is desirous of participating in projects and the provision of services mutually advantageous to the County and other units of government;

THEREFORE, in consideration of the covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. The duration of this Agreement shall be from the date of execution of this Agreement until the project is complete.

2. The purpose of this Agreement shall be to provide for right of way and utility relocations for the improvements of the intersection of 116th Street North and 129th East Avenue.

3. The City and County shall determine the amount of right of way needed and utilities to be relocated, based upon the plans being prepared by their Engineering Consultant.

4. The County shall contract with and pay the invoices for the right of way acquisition and utility relocations.

5. The City shall reimburse the County one half the actual costs for right of way and utility relocations.

6. This Agreement shall be effective from and after the date of execution hereof and is intended only for the purpose described in Section 2 above.

7. The rights, duties, and obligations under or arising from this Agreement shall not be assigned by either party hereto without the express written consent of the other.

Approved by the Owasso City Council on the _____ day of February, 2016.

CITY OF OWASSO, OKLAHOMA

BY: _____
Jeri Moberly, Mayor

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

Approved by the Board of County Commissioners of Tulsa County, Oklahoma on the _____ day of February, 2016.

TULSA COUNTY
BOARD OF COUNTY COMMISSIONERS

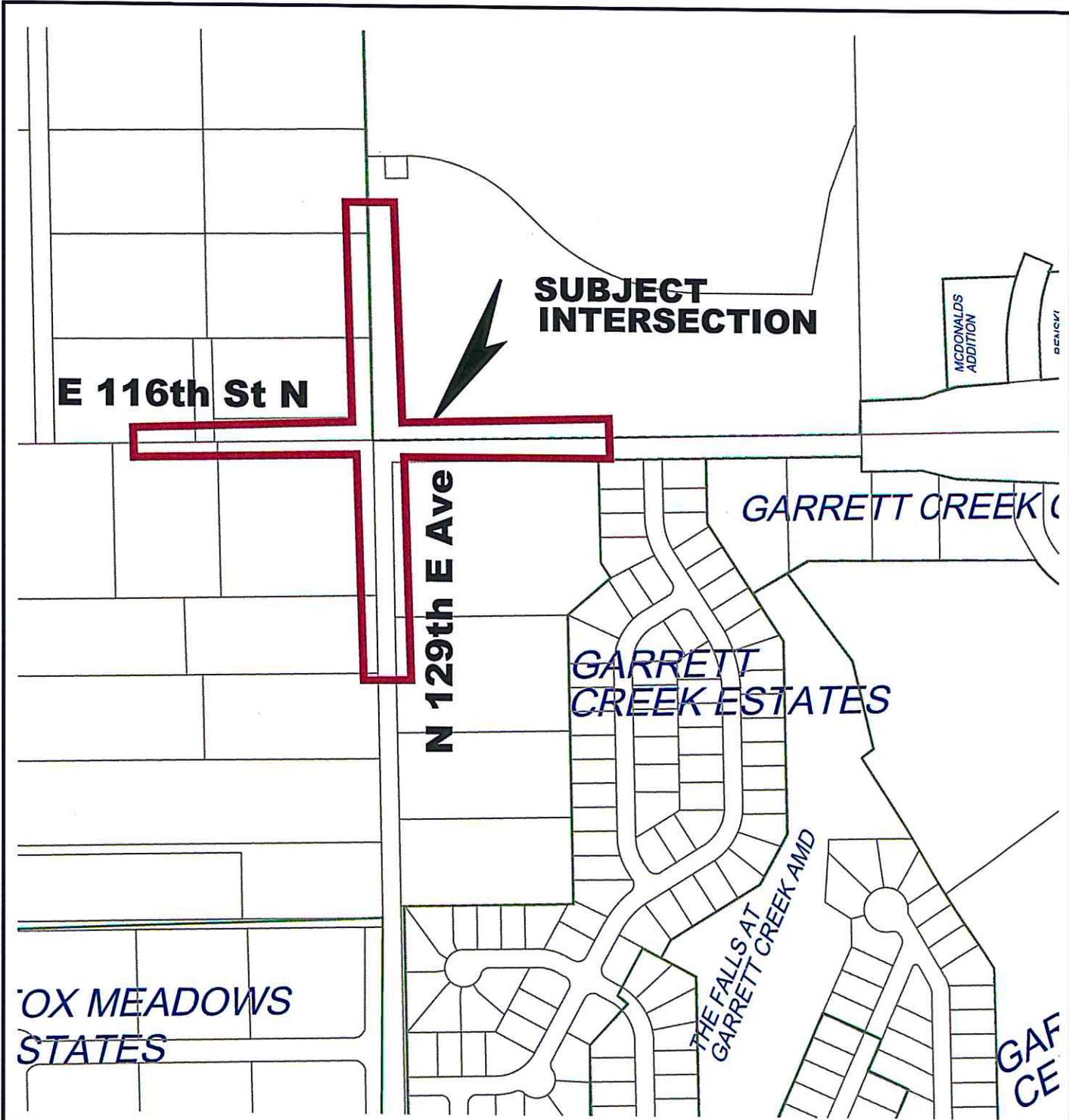
BY: _____

ATTEST:

BY: _____
County Clerk

APPROVED AS TO FORM:

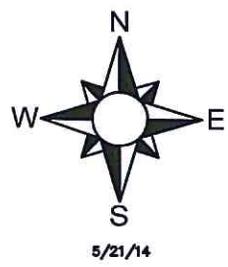
BY: _____
District Attorney



G:\LOCATION MAPS\116th STREET AND 129th E AVE.dwg

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

**E 116th STREET N
 AND N 129th E AVE
 INTERSECTION
 LOCATION MAP**





TO: The Honorable Mayor and City Council
City of Owasso

FROM: Andrew Neyman, Information Systems Administrator

SUBJECT: Credit Card Payment Processing Contract

DATE: January 29, 2016

BACKGROUND:

The City currently contracts with Transfund to provide merchant credit card payment processing using an application called PC Charge. The IT department received notice that PC Charge was being retired and would need to be replaced.

VENDOR SEARCH:

Staff created a committee to identify merchant payment processing options from multiple vendors. Vendors identified included Heartland, OpenEdge, Payment Service Network and SignaPay. The committee compared proposals from all stated vendors and identified SignaPay as the best option in both cost savings and support capabilities. Merchant payment processing is in the current budget with the proposed contract providing an estimated cost reduction of \$1,051.18 per month based on the July 2015 Transfund statements.

The proposed contracts have been reviewed and approved by the City Attorney. The contracts can be terminated at anytime without any penalties or fees.

RECOMMENDATION:

Staff recommends approval of the contract with SignaPay and associated providers.

ATTACHMENT:

Merchant Agreement



4100 W. Royal Lane, Suite 150 | Irving, TX 75063
800.944.1399 | signapay.com

ESQUIRE BANK
MERCHANT APPLICATION
AND AGREEMENT

INTERNAL USE ONLY

Merchant # _____
Hierarchy 900133

MERCHANT NAME (DBA OR TRADE NAME)			CORPORATE / LEGAL NAME		
LOCATION ADDRESS			CORPORATE ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP
CONTACT TELEPHONE	CONTACT EMAIL ADDRESS		CONTACT TELEPHONE	FAX NUMBER	FEDERAL TAX ID#
YEARS IN BUSINESS _____	DOES THIS LOCATION CURRENTLY TAKE VISA/MASTERCARD/DISCOVER/NETWORK? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		AVERAGE TICKET / MAXIMUM TICKET \$ _____ \$ _____		TYPE OF GOODS OR SERVICES: MCC/SIC CODE: _____
WEBSITE ADDRESS WWW. _____	CURRENT PROCESSOR _____		MONTHLY VOLUME \$ _____		
# OF LOCATIONS _____	MUST PROVIDE 2 MONTHS PREVIOUS PROCESSOR STMTS		PLEASE CHOOSE MAILING ADDRESS: <input type="checkbox"/> DBA ADDRESS <input type="checkbox"/> LEGAL ADDRESS		

PAYMENT CARD INDUSTRY DATA SECURITY STANDARD: MUST PROVIDE COPY OF SELF ASSESSMENT QUESTIONNAIRE. IF APPLICABLE, MUST PROVIDE CERTIFICATE OF COMPLIANCE

OWNERSHIP: MUST PROVIDE DOCUMENTATION <input type="checkbox"/> INDIVIDUAL / SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> LLC <input type="checkbox"/> NON-PROFIT (MUST PROVIDE 501C3 LETTER) <input type="checkbox"/> PUBLICLY TRADED <input type="checkbox"/> PA/PC	LOCATION: BUILDING TYPE: <input type="checkbox"/> SHOPPING CENTER <input type="checkbox"/> OFFICE BUILDING <input type="checkbox"/> INDUSTRIAL BUILDING <input type="checkbox"/> RESIDENCE MERCHANT: <input type="checkbox"/> OWNS <input type="checkbox"/> RENTS AREA ZONED: <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> RESIDENTIAL SQUARE FOOTAGE: <input type="checkbox"/> 0-500 <input type="checkbox"/> 501-2500 <input type="checkbox"/> 2501-5000 <input type="checkbox"/> 5000-10,000 <input type="checkbox"/> 10,000+
---	---

PRINCIPALS: (Please provide copy of driver's license for each signing principal)

1. PRINCIPAL NAME: FIRST	MIDDLE	LAST	SSN:	% OWNERSHIP:	TITLE:
HOME ADDRESS:		CITY:	STATE:	ZIP:	HOME PHONE:
DRIVERS LICENSE NUMBER AND EXP DATE:		DATE OF BIRTH:			
2. PRINCIPAL NAME: FIRST	MIDDLE	LAST	SSN:	% OWNERSHIP:	TITLE:
HOME ADDRESS:		CITY:	STATE:	ZIP:	HOME PHONE:
DRIVERS LICENSE NUMBER AND EXP DATE:		DATE OF BIRTH:			

HAVE MERCHANT OR OWNERS / PRINCIPALS EVER FILED: <input type="checkbox"/> BUSINESS BANKRUPTCY <input type="checkbox"/> PERSONAL BANKRUPTCY <input type="checkbox"/> NEVER FILED (If yes, please explain): _____	HAVE MERCHANT OR OWNERS / PRINCIPALS EVER BEEN TERMINATED FROM ACCEPTING BANKCARDS FOR THIS BUSINESS OR ANY OTHER BUSINESSES? <input type="checkbox"/> NO <input type="checkbox"/> YES (If yes, please explain): _____
---	--

BANK REFERENCE	ACCOUNT #:	CONTACT:	TELEPHONE NUMBER:	FAX NUMBER:
TRADE REFERENCE	ACCOUNT #:	CONTACT:	TELEPHONE NUMBER:	FAX NUMBER:
TRADE REFERENCE	ACCOUNT #:	CONTACT:	TELEPHONE NUMBER:	FAX NUMBER:

SALES METHOD: (MUST EQUAL 100%) RETAIL SWMPED _____% KEYED WITH SIGNATURE AND IMPRINT _____% MAIL/PHONE _____% (KEYED WITHOUT SIGNATURE AND IMPRINT) (INBOUND CALLS _____% / OUTBOUND CALLS _____%) INTERNET _____% ACH _____%	BANK ACCOUNT INFORMATION: ATTACH VOIDED CHECK FOR THE CHECKING ACCOUNT WHERE FUNDS ARE TO BE DEPOSITED: ROUTING NUMBER _____ ACCOUNT NUMBER _____
---	---

FEE SCHEDULE

VS/MC/DISC QUALIFIED CREDIT CARD DISCOUNT RATE (FOR TIERED/FLAT)	_____ %	or PASS THRU I/C PLUS <u>15</u> BP	AVS TRANSACTION FEE	<u>0.05</u>
VS/MC/DISC QUALIFIED CHECK CARD DISCOUNT RATE (FOR TIERED/FLAT)	_____ %	or PASS THRU I/C PLUS <u>15</u> BP	EARLY TERMINATION FEE	<u>0.00</u>
AMEX OPT BLU TIER 1 RATE	<u>0.30</u> %	or PASS THRU I/C PLUS <u>15</u> BP	EBT TRANSACTION FEE	<u>n/a</u>
VS/MC/DISC AUTHORIZATION FEE	<u>0.10 + .05</u>		EBT STATEMENT FEE	<u>n/a</u>
AMEX AUTHORIZATION FEE	<u>0.10</u>		OTHER (please specify):	_____
MONTHLY MANAGEMENT FEE	<u>10.00</u>			
ONLINE SERVICE	<u>0.00</u>	FOR TIERED PRICING:	VS/MC/DISC MID QUAL	<u>n/a</u> %
MONTHLY MINIMUM	<u>0.00</u>		VS/MC/DISC NON QUAL	<u>n/a</u> %
ANNUAL FEE	<u>0.00</u>		AMEX OPT BLU TIER 2	<u>n/a</u> %
PIN DEBIT TRANSACTION FEE	<u>n/a</u>	(Plus Network Fees)	AMEX OPT BLU TIER 3	<u>n/a</u> %
BATCH FEE:	_____			
CHARGEBACK FEE	<u>25.00</u>		GOVT COMPLIANCE FEE	<u>\$2.95</u>
ACH REJECT FEE	<u>\$25.00</u>		TIN MISMATCH FEE	<u>\$2.95</u>
RETRIEVAL FEE	<u>\$5.00</u>		MONTHLY PCI FEE	<u>\$6.00</u>
VOICE AUTHORIZATION FEE	<u>\$0.95</u>		PCI NON-COMPLIANT FEE	<u>\$10.99/MONTH</u>
OPERATED ASSISTED VOICE AUTH FEE	<u>\$1.50</u>			

*WE UNDERSTAND AND AGREE TO THE FOLLOWING: THAT MY/OUR DISCOUNT RATE AS STATED ABOVE WILL BE CHARGED ON ALL ELECTRONICALLY AUTHORIZED PAYMENT CARD TRANSACTIONS THAT ARE IN BATCHES CLOSED DAILY AND THAT ALL PAYMENT CARD TRANSACTIONS THAT DO NOT MEET THE QUALIFIED TRANSACTION REQUIREMENTS MAY BE CHARGED UP TO 2.1% + \$0.10 HIGHER THAN MY/OUR DISCOUNT RATE.

Merchant Acceptance and Agreement

By executing this Merchant Application on behalf of the merchant described above (the "Merchant"), the undersigned individual(s) (i) represent(s) and warrant(s) that all information contained in this Merchant Application is true, correct and complete as of the date of this Merchant Application, and that such individual(s) have the requisite corporate power and authority to complete and submit this Merchant Application and make and provide the acknowledgements, authorizations and agreements set forth below, both on behalf of the Merchant and individually; (ii) acknowledge(s) that the information contained in this Merchant Application is provided for the purpose of obtaining, or maintaining a merchant account with Bank on behalf of the Merchant; (iii) authorize Bank to investigate the credit of the Merchant and each person listed on this Merchant Application; (iv) agree, on behalf of the Merchant and in the event this Merchant Application is accepted and executed by Bank, to the Fee Schedule set forth above and to the Terms and Conditions Included with and incorporated into this Merchant Agreement. Merchant understands that this Agreement shall not take effect until Merchant has been approved by Bank and a merchant number is issued.

Merchant: _____
 Print Legal Name of Merchant Business

Esquire Bank:

 (Signature)

Date: _____

 (Name and Title)

Principal 1: _____ Title: _____
 (Signature of Principal/Owner)

 (Signature)

 (Name and Title)

Principal 2: _____ Title: _____
 (Signature of Principal/Owner)

 (Signature)

 (Name and Title)

Personal Guarantee

In consideration of Bank's acceptance of this Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank under the Agreement, and payment of all sums due there under, and in the event of default, hereby waives notice of default and agrees to indemnify Bank for all funds due from Merchant pursuant to the terms of the Agreement. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant, and further waives any and all rights or defenses arising by reason of any modification or change in the terms of the Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance there under is due, and / or any change in any interest or discount rate or fee there under. Guarantor confirms that Guarantor, collectively or individually, is a party to the Agreement, and unconditionally and specifically authorizes Bank or their authorized agents, to debit any overdue fees, costs, chargebacks, fines, fees, penalties, expenses or obligations under the Agreement and / or any contractual relationship with Bank from any personal checking account or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Bank in connection with the enforcement of this Guaranty.

Guarantor #1: _____ Date: _____

Guarantor #2: _____ Date: _____

PLEASE DESCRIBE YOUR REFUND/RETURN POLICY:

PLEASE LIST ALL THIRD PARTY PAYMENT PROCESSORS MERCHANT DOES BUSINESS WITH, I.E. VARS, GATEWAYS AND ANY OTHER PARTY THAT TOUCHES CARDHOLDER DATA:

SITE INSPECTION SURVEY: Inventory maintained: on site warehouse off site fulfillment center, provide name & address _____

Was the off site location visited? yes no, provide explanation _____

Does the amount of inventory on shelves, floor and in warehouse appear consistent with this type of business and credit card volume? Yes No If no, explain: _____

Does location have sufficient staff, telephone lines and other equipment to meet anticipated sales volume?

Yes No If no, explain: _____

Does the signage inside and outside match the goods or services sold listed on the application? Yes No If no, explain: _____

Type of Building Office Bldg. Suite Separate Bldg Shopping Center/Mall Residence-home or Apt. Other - _____

Zoning: Comm'l Industrial Residential Sq. Footage of Business: 0-500 501-1000 1001-2000 2001-4000 Other _____ (est. sq. ft.)

Merchant: Owns Leases Name & address Landlord/ Mgt. Co: _____ ATTACH MINIMUM OF ONE INSIDE PICTURE, ONE OUTSIDE PICTURE

I hereby verify that I have inspected the business premises of the merchant at this address and the information stated above is correct to the best of my knowledge and belief.

Inspected By (Print Name): _____ Signature: _____ Date: _____

CHECKLIST:

Did the merchant complete the entire application?

Did the merchant provide all requested supporting documentation?

Personal tax return if in business less than 1 year, copy of drivers license of each principal, Articles of Incorporation or business license, three months of merchant statements, voided check, picture of front of business (Missing information will delay the approval process.)

Please explain why any of the supporting documentation is missing: _____

Were the rates/additional fees filled in on the application?

Did the appropriate principals sign and date the application?

Was the resolution filled out correctly and signed?

Was the site inspection survey filled out? Was a picture of the merchant location provided?

UNDERWRITING

APPROVED DECLINED REVIEWED BY: _____ DATE SUBMITTED TO BANK: _____ MC CODE: _____ SALES REP: _____

Initials _____

Bank Disclosure

Member Bank Information

Esquire Bank
320 Old Country Road
Garden City, NY 11503

Important Bank Responsibilities

1. Esquire Bank is the only entity approved to extend acceptance of VISA products directly to a Merchant.
2. Esquire Bank must be a principal (signor) to the Merchant Agreement.
3. Esquire Bank is responsible for educating Merchants on pertinent VISA Operating Regulations with which Merchants must comply.
4. Esquire Bank is responsible for and must provide settlement funds to the Merchant.
5. Esquire Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with VISA Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the VISA Member – Esquire Bank - is the ultimate authority should the Merchant have any problems.

Merchant's Signature

Date

Merchant's Printed Name & Title

MERCHANT AGREEMENT

In consideration of the mutual promises and covenants contained in this Merchant Agreement ("Agreement"), and the agreement of Merchant to participate in the card processing services program established by Bank, the parties agree as follows:

1. **Parties.** The parties to this Agreement are ESQUIRE BANK, a federally chartered bank whose address is 320 Old Country Road, Garden City, New York 11503 ("Bank"), a _____, whose address is _____ ("ISO"), and the Merchant set forth on the Merchant Application form to which this Agreement is attached ("Merchant").

2. **Definitions.** For the purposes of this Agreement and the Schedules referred to herein, the following definitions apply unless the context otherwise requires:
"Address Verification" means a service that allows Merchant to verify the home address of Cardholders with the relevant Issuer.

"Applicable Law" means: (i) all applicable federal, state and local laws, rules and regulations; and (ii) the Rules.

"Association(s)" means VISA U.S.A., Inc. ("Visa"), MasterCard International Incorporated ("MasterCard") and Discover Financial Services LLC ("Discover").

"Authorization" means an affirmative response, by or on behalf of an Issuer to a request to effect a Transaction, that a Transaction is within the relevant Cardholder's available credit limit and that the Cardholder has not reported the Card lost or stolen. All Transactions requiring Authorization by the Associations must be authorized.

"Authorization Center" means the facility or facilities designated from time to time by Bank or ISO to which Merchant shall submit all requests for Authorization.

"Business Day" means any day other than: (i) a Saturday or Sunday; or (ii) a day on which banking institutions in New York are authorized by law or executive order to be closed (and on which Bank is in fact closed).

"Card(s)" means either a Visa, MasterCard or Discover credit card, debit card (or other similar card that requires a PIN for identification purposes), or pre-paid, stored-value or gift card.

"Cardholder" means a person authorized to use a Card.

"Chargeback" means a Transaction that Bank returns to Merchant pursuant to this Agreement.

"Forced Sale" means a sales Transaction processed without an approved electronic Authorization number being obtained for the full amount of the sales Transaction at the time the Transaction is processed.

"Full Recourse Transactions" means mail orders, telephone orders, e-commerce (Internet) orders, Pre-Authorized Recurring Order Transactions, and other "card not present" sales.

"Issuer" means a member of an Association that enters into a contractual relationship with a Cardholder for the issuance of one or more Cards.

"Merchant Statement" means an itemized monthly statement of all charges and credits to the Operating Account (as that term is defined in Section 5 of this Agreement).

"Monthly Chargeback Violation" for any given calendar month, means that more than five Chargebacks have been processed in that month and that the Transaction Chargeback Ratio for that month is equal to or greater than 1%.

"Mid-Qualified Transactions" means any Transaction categorized as such by the processor designated by Bank to settle Transactions with the Associations

"Non-Qualified Transactions" means: (i) any Transaction submitted for processing more than 48 hours past the time the Authorization occurred; (ii) any Transaction missing required data; and (iii) any Transaction categorized as such by the processor designated by Bank to settle Transactions with the Associations.

"Normal Transaction" means a Transaction in which the Card is swiped through a terminal, register or other device, capturing the Card information encoded on the Card's magnetic strip.

"Pre-Authorized Recurring Order Transaction" means a Transaction that has been pre-authorized by the Cardholder and for which the goods or services are to be delivered or performed in the future by Merchant without having to obtain approval from the Cardholder each time.

"Qualified Transactions" means any Transaction categorized as such by the processor designated by Bank to settle Transactions with the Associations.

"Rules" means all rules, regulations, by-laws, standards and procedures adopted and/or amended from time to time by the Associations (including, without limitation, the Payment Card Industry Data Security Standard), Bank and each relevant Issuer.

"Services" means the transaction processing services described on the attached Schedule A, as the same may be amended from time to time by Bank, in its sole discretion.

"Transaction" means the acceptance of a Card or information embossed on the Card for payment for goods sold and/or leased or services provided to Cardholders by Merchant and receipt of payment from Bank, whether the Transaction is approved, declined, or processed as a Forced Sale. The term "Transaction" also includes credits, errors, returns and adjustments.

"Transaction Chargeback Ratio," for any given calendar month, means the number of Chargebacks processed in that month divided by the total number of Transactions processed in that month.

3. **Services Provided to Merchant.** During the term of this Agreement, subject to the terms and conditions of this Agreement: (i) ISO shall provide technical documentation as needed, and technical support and customer support (including, without limitation, Authorization, settlement and Chargeback processing and reporting), twenty-four hours

each day, seven days each week, in order to allow Merchant to accept and process Transactions; and (ii) Bank shall provide the Services to Merchant.

4. **Term.** This Agreement shall become effective when all parties sign the Merchant Application form to which this Agreement is attached and, unless sooner terminated, shall remain in effect for a term of three (3) years. This Agreement shall renew automatically for successive terms of three (3) years each, unless any party provides written notice of termination to the other parties at least 90 days prior to the end of the then-current term. All existing obligations, warranties, indemnities and agreements with respect to Transactions entered into before such termination shall remain in full force and effect, and, regardless of any such termination, Merchant shall remain liable for all obligations to Cardholders and Bank that are incurred while this Agreement is in effect.

5. **Merchant Operating Account.** Prior to accepting any Cards, Merchant shall establish a demand deposit account at Bank, or at a financial institution approved by Bank (the "Operating Account"), through which fees, charges and credits due in accordance with this Agreement may be processed. Merchant authorizes Bank to debit all amounts Merchant owes Bank hereunder from the Operating Account, whether maintained at Bank or another financial institution, at times deemed appropriate by Bank, through the ACH Banking Network or by a manual debit of the Operating Account. Merchant waives any and all claims for loss or damage arising out of any such charges or debits to the Operating Account.

6. **Reserve Account.** Upon, or at any time after, execution of this Agreement, Bank may establish a reserve account at Bank ("Reserve Account"), for all future indebtedness of Merchant to Bank that may arise out of or relate to the obligations of Merchant under this Agreement, including, but not limited to, Chargebacks and fees, in such amount as Bank from time to time may determine in its sole discretion. Bank may fund the Reserve Account by deducting amounts from payments due to Merchant, by effecting a charge against Merchant's Operating Account or against any of Merchant's accounts at Bank, or by demanding payment from Merchant (which payment Merchant shall make within ten (10) days after receipt of any such demand). The Reserve Account will be maintained for a minimum of nine months after the date on which this Agreement terminates or until such time as Bank determines that the release of the funds to Merchant is prudent, in the best interest of Bank, and commercially reasonable, and that Merchant's account with Bank is fully resolved. Merchant and ISO acknowledge and agree that only Bank, and not ISO, may authorize or effect any release of funds from the Reserve Account. Upon expiration of this nine-month period, any balance remaining in the Reserve Account will be paid to Merchant. Bank will inform Merchant in writing of any charges debited to the Reserve Account during this nine-month period. Notwithstanding the foregoing, Bank, in its sole discretion, may release funds from the Reserve Account prior to the expiration of such nine-month period based on its assessment of the risks associated with effecting such release.

7. **Fees.** Merchant shall pay to Bank all fees specified on Schedule A, as amended by Bank from time to time. For each Transaction, Bank will charge Merchant as follows:

- An amount ("Merchant Discount Fees") equal to a specified percentage of the total cash price of each sales and cash withdrawal Transaction ("Merchant Discount Rate");
- A specified amount per Transaction ("Transaction Fee"); and
- A specified amount per Authorization ("Authorization Fee").

The Merchant Discount Rate, Authorization Fees and Transaction Fees are set forth on Schedule A. Different Merchant Discount Rates apply to Qualified, Mid-Qualified and Non-Qualified Transactions, as shown on Schedule A. Merchant agrees that Bank will, and authorizes Bank to, deduct Merchant Discount Fees from the Operating Account or Reserve Account on a daily basis unless a monthly basis is specified on Schedule A. Merchant also agrees to pay to Bank the amount of any fees, charges or penalties assessed against Bank by any Association or Issuer for Merchant's violation of any Applicable Law. Merchant shall pay Bank for any other services provided to Merchant by Bank and for all other fees shown on Schedule A, including, but not limited to, monthly minimum fees, Chargeback fees and customer service fees.

8. **Billing.** All amounts Merchant owes to Bank may be charged to the Operating Account or Reserve Account, recouped by adjustment to any credits due to Merchant, or set off against any account or property Bank holds for or on behalf of Merchant.

9. **Security Interest.** As security for the performance by Merchant of all of its obligations under this Agreement, Merchant hereby grants to Bank a security interest in: (i) the funds held in the Operating Account and in the Reserve Account; and (ii) any inventory with respect to which a Transaction has occurred but has not yet been fulfilled. Merchant will execute and deliver to Bank such documents, in form satisfactory to Bank, as Bank may reasonably request in order to perfect Bank's security interest in the Operating Account, Reserve Account and such inventory, and will pay all costs and expenses associated with filing the same or this Agreement in all public filing offices, where filing is deemed by Bank to be necessary or desirable. Bank is authorized to file financing statements relating to the Operating Account, the Reserve Account and such inventory without ISO where authorized by law. Merchant appoints Bank as its attorney-in-fact to execute such documents as are necessary or desirable to accomplish perfection of any security interests. This appointment is coupled with an interest and shall be irrevocable as long as Merchant owes any amount to Bank.

10. Processing Transactions.

(a) Merchant shall obtain Authorizations and process Transactions using such equipment and software as may be approved from time to time by Bank, in its sole discretion (the "Equipment"). Merchant shall validate Cards and Cardholders in face-to-face transactions as required by Applicable Law.

(b) Merchant shall obtain Authorizations for Transactions in a manner required by Applicable Law and in the manner, and following the processes and procedures, determined from time to time by Bank, in its sole discretion, and communicated to Merchant by either Bank or ISO.

(c) Merchant shall not submit a Transaction to Bank (electronically or otherwise) until Merchant has performed its obligations to the Cardholder in connection with the Transaction or obtained Cardholder's consent for a Pre-Authorized Recurring Order Transaction.

(d) Merchant shall not transmit any Transaction to Bank that Merchant knows or should have known to be illegal, fraudulent or not authorized by the Cardholder.

(e) Merchant shall not process a Transaction that does not result from an act between a Cardholder and Merchant.

(f) Merchant shall not request or use any Card number for any purpose other than as payment for its goods or services.

(g) Merchant may transmit a Transaction that effects a prepayment of services or full prepayment of custom-ordered merchandise, manufactured to a Cardholder's specifications, if Merchant advises Cardholder of the immediate billing at the time of the Transaction and within time limits established by the Associations.

11. Prohibited Transactions. Merchant shall not do any of the following:

(a) Establish a minimum on debit cards or greater than \$10.00 on credit cards or a maximum dollar Transaction amount;

(b) Obtain multiple Authorizations for amounts less than the total sale amount;

(c) Obtain Authorization for the purpose of setting aside the Cardholder's credit line for use in future sales;

(d) Extend credit for or defer the time of payment of the total cash price in any Transaction;

(e) Honor a Card except in a Transaction where a total cash price is due and payable;

(f) Make any special charge to or extract any special agreement or security from any Cardholder in connection with any Transaction;

(g) Transmit or accept payment for any Transaction that was not originated directly between Merchant and a Cardholder for the sale or lease of goods or the performance of services of the type indicated in the Merchant Application form to which this Agreement is attached;

(h) Honor or accept a Card as payment for any legal services or expenses arising out of or related to: (i) any domestic relations matter where such services or expenses are furnished to a person whose name is not embossed on a Card; or (ii) any bankruptcy, insolvency, compromise, composition or other process affecting Cardholder's creditors;

(i) Use Merchant's own Card, or one to which Merchant has access, to process a Transaction for the purpose of obtaining credit for Merchant's own benefit;

(j) Re-process any Transaction that was previously charged back to Bank and subsequently returned to Merchant, irrespective of Cardholder approval;

(k) Initiate a Transaction credit without a preceding debit at least equal to the credit;

(l) Initiate a Transaction credit without a balance in the Operating Account at least equal to the credit;

(m) Use the Equipment or any data received thereon for any other purpose other than for determining whether or not Merchant should accept checks or Cards in connection with a current sale or lease of goods or services;

(n) Use the Equipment or any data received thereon for credit inquiry purposes or any other purpose not authorized by this Agreement;

(o) Draw or convey any inference concerning a person's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living when any Card or check is processed as non-accepted;

(p) Disclose any information obtained through the Equipment to any person except for necessary disclosures to affected Cardholders, Bank and/or the Issuer;

(q) Disburse funds in the form of travelers cheques, if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from Merchant;

(r) Disburse funds in the form of cash;

(s) Accept a Card to collect or refinance an existing debt (whether originally owed to Merchant or otherwise) that is considered uncollectible (for example, payments to a collection agency or attempts to recover funds for a dishonored check) except to the extent specifically permitted by Applicable Law;

(t) Issue a Transaction credit in respect of goods or services acquired in a cash transaction which are returned;

(u) Make any cash refund to a Cardholder who has made a purchase with a credit Card (all Transaction credits shall be issued to the same credit Card account number used in the sale);

(v) Require a Cardholder to complete a postcard or similar device that includes the Cardholder's account number, Card expiration date, signature or any other Card account data in plain view when mailed;

(w) Accept a Card for the purchase of Scrip (as defined by applicable VISA regulations), except to the extent specifically permitted by Applicable Law;

(x) Accept any payment directly from a Cardholder for previous Card charges incurred and processed by Merchant;

(y) Require, through an increase in price or otherwise, any Cardholder to pay any surcharge in connection with any Transaction or to pay any part of any charge imposed on Merchant by Bank except, in either case, as expressly permitted by, and under terms and conditions that comply in full with, Applicable Law;

(z) Provide cash to a Visa cardholder unless Merchant is either (i) participating in Visa Cash-Back Services or (ii) a hotel or cruise line;

(aa) Cause any Cardholder to waive its right to dispute a Transaction;

(bb) Request the Card Verification Value 2 data (as defined by Visa) on any paper order form;

(cc) Request a Cardholder account number for any purpose that is not related to payment for goods or services; or

(dd) Add any tax to Transactions, unless applicable law expressly requires that a merchant be permitted to impose a tax, and only if such tax is included in the Transaction amount and not collected separately.

12. Prohibition of Furnishing Account Information; Use of Third Parties. Merchant shall not, without the Cardholder's consent, sell, purchase, provide or exchange any Card information in the form of Transaction documents, carbon copies of imprinted Transaction documents, mailing lists, tapes, journal rolls or other media obtained through the use of a Card to any third party. Merchant may use third parties that do not have a direct agreement with Bank as Merchant's agent for the direct delivery of Transactions for clearing and settlement if:

(a) Merchant advises Bank that it will use a third-party processor in this capacity, identifying the third party so selected by Merchant;

(b) Merchant agrees that Bank will reimburse Merchant only for the Visa Transactions delivered by that third-party processor to VisaNet; and

(c) Merchant assumes responsibility for any failure by its third-party processor to comply with Applicable Law.

Merchant shall notify Bank of the identity of any third party performing services to Merchant in connection with which such third party has access to any Card information.

13. Daily Reconciliation of Transactions.

(a) Electronically Transmitted Transactions. Bank shall control and disburse all Transaction-related settlement funds to Merchant. Transactions with respect to which Bank receives payment from or through the Associations will be settled on a daily basis, and Bank shall deliver payment to Merchant in connection with such Transactions by effecting a credit to the Operating Account equal to the reconciled and paid summary Transaction total of all of Merchant's total paid summary Transactions since the previous credit. Notwithstanding the foregoing, Bank may, in its sole discretion, effect a credit to the Operating Account in connection with any Transaction prior to the point in time Bank receives payment in connection therewith from or through the Associations. In either case, Bank may, if necessary or appropriate, reduce any credit made to the Operating Account by, and/or Bank may require that Merchant pay to Bank an amount equal to: (i) the sum of all Cardholder charges denied, refused or charged back; (ii) all refunds processed on account of Cardholders during said time period; (iii) the amounts, fees and charges, including (but not limited to) Chargebacks, Merchant owes Bank hereunder; (iv) all taxes, penalties, charges, fees and other items incurred by Bank that are reimbursable pursuant to this Agreement; (v) all applicable rates, fees and charges described on *Schedule A*; (vi) any amount Bank previously credited to the Operating Account that Bank determines, in good faith, was incorrectly so credited; and (vii) any amount Bank determines, in its sole discretion, represents unacceptable risk to the relevant Cardholder or Bank. Any application of funds associated with the settlement of Transactions that differs from the foregoing must be agreed to, in writing, by Bank and Merchant and may not, in any respect, violate Applicable Law.

(b) Reconciliation of Transactions. Merchant shall reconcile each settled Transaction within fifteen (15) days after the date on which such Transaction is submitted to Bank for payment, and shall notify Bank and ISO immediately of any discrepancies or errors Merchant notes as a result of such reconciliation. Neither Bank nor ISO shall have any responsibility or liability for Transaction-related errors or omissions that are brought to their attention more than thirty (30) days after the date on which the Transaction to which such error or omission relates is first presented to Bank for settlement.

(c) Provisional Credit. Any credits to the Operating Account are provisional only and subject to revocation by Bank until such time that the Transaction is final and no longer subject to Chargeback by the Issuer, Cardholder or Associations. Bank may withhold payment for a Transaction to Merchant, for any reason, until such time as the Transaction has been verified as legitimate by the relevant Issuer, or Bank receives adequate supporting documentation from Merchant to authenticate the Transaction and mitigate Chargeback risk.

14. Adjustments and Returns. Merchant will maintain a fair exchange and return policy and make adjustments with respect to goods and services sold and/or leased to its customers whenever appropriate. If Merchant limits its acceptance of returned merchandise, or if Merchant is an Electronic Commerce Merchant, Merchant will ensure that its return policy are clearly set forth on the Transaction receipt or on Merchant's website, as required by Applicable Law. If goods are returned, or services are terminated or canceled, or any price is adjusted, Merchant will prepare and transmit a credit or return Transaction, either electronically or by paper, for the amount of the adjustment as a deduction from the total amount of Transactions transmitted that day. If the amount of credit or return Transactions exceeds the amount of sales Transactions, Merchant shall pay the excess to Bank. Merchant shall make no cash refunds on credit Transactions and shall handle all

credit adjustments as provided in this Section 14. If no refund or return will be given, Merchant must advise Cardholder in writing, at the time of the Transaction, that the sale is a "final sale" and "no returns" are permitted. Merchant must advise Cardholder in writing of any policy of Merchant that provides for no-cash refunds and in-store credit only. Merchant shall follow Association reservation/no-show policies, and shall notify Cardholders in writing of this policy on all advance reservations. Merchant also shall notify Cardholders at the time of the reservation of the exact number of days required for reservation deposit refunds.

15. Chargebacks. The acceptance by Bank of any Transaction processed in accordance with the terms of this Agreement shall be without recourse to Merchant, except for:
- (i) Full Recourse Transactions; (ii) as otherwise indicated in this Agreement; and (iii) under any of the following circumstances:
 - (a) No specific prior Authorization for the Transaction was obtained from the Authorization Center, the approval number does not appear in the electronic transmittal that is maintained by Bank, or the Transaction was submitted to the Bank or ISO thirty (30) days or more after the date on which the goods and/or services to which the Transaction relates were purchased or leased by the relevant Cardholder;
 - (b) The Transaction was based on a pre-authorization form, the Card on which the Authorization was based was canceled and Merchant was so notified prior to the Transaction;
 - (c) The Card giving rise to the Transaction was canceled and prior to, or at the time of, the Transaction, and Merchant received notice of the cancellation through the electronic terminal, in writing or otherwise;
 - (d) The Card expired prior to the date of the Transaction or the date of the Transaction was prior to the validation date, if any, indicated on the Card;
 - (e) The Transaction information required by this Agreement was not submitted to Bank, or the procedures required by this Agreement to be followed in connection with processing a Transaction were not followed;
 - (f) Bank or Issuer receives a complaint from or on behalf of a Cardholder stating that there is an unresolved dispute or defense to a charge (whether or not valid) between Merchant and Cardholder;
 - (g) The Cardholder makes a written complaint to Bank or Issuer that the Cardholder did not make or authorize the Transaction;
 - (h) A setoff or counterclaim of any kind exists in favor of any Cardholder against Merchant that may be asserted in defense of an action to enforce payment against the Cardholder in the Transaction;
 - (i) The Transaction was made at or by a merchant other than Merchant;
 - (j) The Transaction otherwise violates the terms of this Agreement or any Applicable Law;
 - (k) A Transaction is charged back by an Issuer; or
 - (l) Any representation or warranty made by Merchant in connection with the Transaction is false or inaccurate in any respect.

In any such case, Bank shall not be obligated to accept a Transaction for credit to the Operating Account. If Bank has credited the Operating Account or Reserve Account for such a Transaction, Bank may return the Transaction to the Merchant, and Merchant shall pay Bank the amount of the Transaction. Merchant agrees that it is solely responsible for all Chargebacks, and that Bank, without prior notice to Merchant, may: (i) charge the amount of the Transaction to the Operating Account or Reserve Account; (ii) recoup the amount of the Transaction by adjustment of the credits due to Merchant; and/or (iii) set off the amount of the Transaction against any account or property Bank holds for or on behalf of Merchant. If Merchant disagrees with Bank's decision to charge back a Transaction, Merchant must so notify Bank in writing within 10 days of the Chargeback, and provide documentation that the dispute has been resolved to Cardholder's satisfaction or proof that a credit has been issued. Without limiting the generality of any other provision of this Agreement, if Bank or ISO, if ISO has indemnified Bank, takes legal action against Merchant for any Chargebacks or any amounts due Bank or ISO hereunder, Merchant shall pay the costs and attorneys' fees incurred by Bank and/or ISO, whether suit is commenced or not.

In addition to any other remedy available to Bank, upon the occurrence of a Monthly Chargeback Violation, Merchant must pay to Bank a fee that is calculated as follows (where X in the table below is the Transaction Chargeback Ratio for the relevant calendar month and Y is the number of Chargebacks processed during the relevant calendar month):

Y	1.0% ≤X<1.5%	1.5% ≤X<2%	2% ≤X<2.25%	2.25% ≤X<2.5%	2.5% ≤X<3%	3- ≤X<3.5%	3.5% ≤X<5%	5% ≤X<7.5%	7.5%+X
5-25	\$0	\$10	\$10	\$15	\$15	\$20	\$25	\$40	\$50
26-50	\$10	\$10	\$15	\$15	\$20	\$20	\$25	\$40	\$50
51-75	\$15	\$20	\$20	\$20	\$25	\$25	\$30	\$50	\$50
76-100	\$15	\$20	\$20	\$25	\$25	\$30	\$35	\$50	\$50
101-125	\$20	\$20	\$25	\$25	\$30	\$35	\$35	\$60	\$60
126-150	\$20	\$25	\$25	\$30	\$35	\$35	\$40	\$75	\$75
151-175	\$25	\$30	\$30	\$35	\$35	\$40	\$40	\$75	\$100
175+	\$25	\$30	\$35	\$35	\$40	\$40	\$50	\$100	\$100

16. Merchant Statement. At least once each month, Bank shall provide a statement (the "Merchant Statement") to Merchant. All information appearing on the Merchant Statement shall be deemed accurate and affirmed by Merchant unless Merchant objects by written

notice specifying the particular item in dispute within 30 days of the date of the Merchant Statement.

17. Retention of Information. Merchant shall retain the information required to be submitted in connection with a Transaction or to be maintained in connection with a complaint for seven years from the date of the Transaction or the complaint. At the request of Bank, Merchant shall provide such information to Bank or ISO, as directed by Bank, within five (5) days of receipt of a request from Bank. Failure to meet such time frame or non-delivery of any item or delivery of an illegible copy of an item requested by an Issuer shall, among other things, constitute a waiver by Merchant of any claims and may result in an irrevocable Chargeback for the full amount of the Transaction.

18. Recovery of Cards. Merchant will use its best efforts to reasonably and peaceably recover and retain any Card with respect to which Merchant receives notification of cancellation, restrictions, theft or counterfeiting. This notice may be given: (i) electronically through the Equipment; (ii) by the Authorization Center through any means; or (iii) by listing on any canceled Card or restricted Card list. Merchant shall also take reasonable steps to recover a Card that it has reasonable grounds to believe is counterfeit, fraudulent or stolen.

19. Customer Complaints. Merchant shall respond promptly to inquiries from Cardholders and shall attempt to resolve any disputes amicably. If unresolved disputes occur with a frequency unacceptable to Bank, Bank may terminate this Agreement. Bank reserves the right to charge Merchant reasonable fees and reimbursement on account of excessive Cardholder inquiries, refunds or Chargebacks. Merchant agrees to maintain the following information in writing with respect to each claim or defense asserted by a Cardholder for which Merchant has received notice:

- (a) The Cardholder's name;
- (b) The Card account number;
- (c) The date and time the Cardholder asserted the claim or defense;
- (d) The nature of the claim or defense; and
- (e) The action that Merchant took in an attempt to resolve the dispute.

Upon request, Merchant shall furnish Bank with this information in writing within 10 days.

20. Confidentiality. Merchant shall treat all information received in connection with this Agreement as confidential. Merchant shall prevent the disclosure of this information except for necessary disclosures to affected Cardholders, to Bank, to ISO and to issuers.

21. Compliance with Applicable Law.

a. General. Merchant represents and warrants that it has obtained all necessary regulatory approvals, certificates and licenses, and that it is in compliance with all Applicable Law, in connection with the operation of its business. Merchant represents and warrants that it understands the importance of complying with Applicable Law in connection with any and all actions it takes in connection with Transactions (including with Transactions (including, without limitation, complying with requirements relating to Transaction information, storage and disclosure), and covenants at all times to comply in full with all Applicable Law. Merchant further acknowledges and agrees that it is responsible for the actions of all of its employees while in Merchant's employ.

b. Data Security Rules. Without limiting the generality of the foregoing or any other provision of this Agreement, Merchant understands that it and all of its employees, agents, representatives and service providers must comply with the Rules, including without limitation, those relating to Cardholder information security issues, non-disclosure of Cardholder information and Transaction documents, retention and storage of Cardholder and Transaction information and other security procedures adopted by the Associations. Merchant hereby confirms its agreement to abide by and fully comply with such Rules, including, without limitation, the Rules and procedures described below:

i. Visa Cardholder Information Security Program and MasterCard Site Data Protection Program. Visa and MasterCard have implemented programs to protect Cardholder data. The Visa Cardholder Information Security Program ("CISP") and MasterCard Site Data Protection Program ("SDP") apply to Merchant if Merchant processes or stores Cardholder data as a result of internet or mail/telephone acceptance of Visa or MasterCard Card account information. A copy of the complete Visa Cardholder Information Security Standards manual and a Self-Assessment Worksheet can be obtained online at www.visa.com/cisp or from Bank, and a copy of the SDP provisions can be obtained from Bank. Visa and MasterCard may impose restrictions, fines, or prohibit Merchant from participating in Visa or MasterCard programs if it is determined that Merchant is non-compliant. Merchant may be required to comply with an audit to verify compliance with security procedures. The following list describes some of the current CISP and SDP program requirements, with all of which Merchant may be required to comply, if applicable to Merchant. (A) install and maintain a working network firewall to protect data accessible via the Internet; (B) keep security patches up-to-date; (C) encrypt stored data; (D) encrypt data sent across networks; (E) use and regularly update anti-virus software; (F) restrict access to data by business "need to know"; (G) assign a unique ID to each person with computer access to data; (H) don't use vendor-supplied defaults for system passwords and other security parameters; (I) track access to data by unique ID; (J) maintain a policy that addresses information security for employees and contractors; and (K) restrict physical access to Cardholder information. Merchant must also comply with the requirements of

Section 10.3 of the Visa Rules in connection with suspected or confirmed losses, thefts, compromises of information, and fraud or laundering associated with information. Please also note that this is not intended to be a complete list, and Merchant remains solely responsible for understanding and complying in full with all of the applicable CISP and SDP requirements.

ii. **Transaction Information.** Merchant acknowledges that the sale or disclosure of databases containing Cardholder account numbers, personal information, or other Transaction information to third parties is strictly prohibited by the Rules. Unless Merchant obtains consents from Bank, and each applicable Association, issuing bank and Cardholder, Merchant must not use, disclose, sell or disseminate any Cardholder information obtained in connection with a Transaction (including without limitation, the names, addresses and Card account numbers of Cardholders, copies of imprinted sales drafts and/or credit records, mailing lists, tapes or other media obtained in connection with a sales draft and/or credit record) except for purposes of authorizing, completing and settling Transactions and resolving any Chargebacks, retrieval requests or similar issues involving Transactions, other than pursuant to a court or governmental agency request, subpoena or order. Merchant shall use proper controls for, limit access to, and render unreadable prior to discarding all records containing Cardholder account numbers and Card imprints.

Merchant may not retain or store magnetic stripe data after a Transaction has been authorized. If Merchant stores any electronically captured signature of a Cardholder, Merchant may not reproduce such signature except upon the specific request of Bank. Merchant shall store all media containing Cardholder names, Cardholder account information, and other personal information, as well as Card imprints (such as sales drafts and credit records, auto rental agreements, and carbons) in an area limited to selected personnel and, prior to discarding any such information, destroy it in a manner that renders the data unreadable. Merchant further warrants and agrees that in the event of its failure, including bankruptcy, insolvency, or other suspension of business operations, it will not sell, transfer or disclose any materials that contain Cardholder account numbers, personal information, or Transaction information to third parties, and shall return the information to Bank and provide acceptable proof of destruction to Bank.

22. **Taxes.** Each party hereto shall report its income and pay its own taxes to any applicable jurisdiction. If either Bank or ISO is required to pay any taxes, interests, fines or penalties owed by Merchant, said amount shall become immediately due and payable by Merchant to Bank or ISO. If excise, sales or use taxes are imposed on Transactions, Merchant shall be responsible for the collection and payment thereof. Merchant shall not add any tax to any Transaction unless Applicable Law expressly provides that Merchant is permitted to impose a tax, and any such tax amount, if so allowed, shall be included in the Transaction amount and not collected separately. Bank or ISO shall be entitled to recover from Merchant any of said taxes paid by it on behalf of Merchant immediately after payment.

23. **Limitation of Liability.** In addition to all other limitations on the liability of Bank and ISO contained in this Agreement, neither Bank nor ISO shall be liable to Merchant or Merchant's customers or any other person for any of the following:

- (a) Any loss or liability resulting from the denial of credit to any person or Merchant's retention of any Card or any attempt to do so;
- (b) Any loss caused by a Transaction downgrade resulting from defective or faulty Equipment, even if such Equipment is owned by Bank or ISO;
- (c) The unavailability of Services caused by the termination of contracts with computer hardware vendors, processors or installers, whether terminated by Bank, ISO or any other person for any reason; or
- (d) Interruption or termination of any Services caused by any reason except for failure of ISO to repair or replace Equipment at Merchant's expense (in which case, any resulting liability shall be for the sole account of ISO). At no time will ISO's liability exceed the amount of fees collected or reasonably expected to be collected from Merchant for this delay period.

NEITHER BANK NOR ISO SHALL BE LIABLE FOR ANY LOST PROFITS, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES TO MERCHANT OR TO ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE SERVICES TO BE PERFORMED BY BANK OR ISO PURSUANT TO THIS AGREEMENT. MERCHANT ACKNOWLEDGES THAT BANK HAS PROVIDED NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY EQUIPMENT AND THAT BANK HAS NO LIABILITY WITH RESPECT TO ANY EQUIPMENT. BANK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES IT PROVIDES HEREUNDER. IF THERE ARE ERRORS, OMISSIONS, INTERRUPTIONS OR DELAYS RESULTING FROM BANK'S OR ISO'S PERFORMANCE OR ANY FAILURE TO PERFORM, BANK'S AND ISO'S LIABILITY SHALL BE LIMITED TO CORRECTING SUCH ERRORS, IF COMMERCIALY REASONABLE.

24. **Limitation on Damages.** In no case shall Merchant be entitled to recover damages from ISO or Bank that exceed the fees retained by Bank and ISO pursuant to this Agreement during the six month period immediately prior to the event giving rise to the claim for damages.

25. **Indemnification.** Merchant agrees to indemnify and hold Bank and ISO harmless from any and all losses, claims, damages, liabilities and expenses, including attorneys' fees and costs (whether or not an attorney is an employee of Bank or Bank's affiliates, ISO or affiliates of ISO) arising out of any of the following:

- (a) Merchant's failure to comply with this Agreement;
- (b) Any act or omission of Merchant;
- (c) Merchant's failure to comply with any Equipment's user's guide;
- (d) Merchant's failure to comply with any Applicable Law;
- (e) Any dispute concerning the quality, condition or delivery of any merchandise or the quality of performance of any service;
- (f) The fraud or dishonesty of Merchant or Merchant's employees, licensees, successors, agents and/or assigns;
- (g) Merchant's selection of an Internet service provider or other telecommunication services provider;
- (h) The theft of or damage or destruction to any Equipment; or
- (i) Full Recourse Transactions, unauthorized Transactions and prohibited Transactions.

26. **Credit Investigation and Bank Auditing.** Bank may audit, from time to time, Merchant's compliance with the terms of this Agreement. Merchant shall provide all information requested by Bank to complete Bank's audit. Merchant authorizes parties contacted by Bank to release the credit information requested by Bank, and Merchant agrees to provide a separate authorization for release of credit information, if requested by Bank. Merchant shall deliver to Bank such information as Bank may reasonably request from time to time, including without limitation, financial statements and information pertaining to Merchant's financial condition. Such information shall be true, complete and accurate. Without limiting the generality of the foregoing, Merchant shall provide to Bank and ISO its balance sheet and income statements not less frequently than every three calendar months during the term of this Agreement.

27. **Termination of Agreement by Bank and ISO.** Bank may terminate this Agreement upon at least 30 days' prior written notice to the other parties. In addition, Bank may terminate this Agreement immediately upon written notice to Merchant upon the occurrence of any of the following (each, an "Event of Default"):

- (a) Any information concerning Merchant obtained by Bank is unsatisfactory to Bank, in Bank's sole discretion.
- (b) Any act of fraud or dishonesty is committed by Merchant, its employees or agents, or Bank believes in good faith that Merchant, its employees or agents have committed, are committing or are planning to commit any acts of fraud or misrepresentation.
- (c) Chargebacks are excessive, in the opinion of Bank.
- (d) There is a breach of any representation or warranty made by Merchant to Bank, or Merchant defaults in the performance of any of its obligations under this Agreement.
- (e) Merchant files a petition under any bankruptcy or insolvency law.
- (f) Bank determines that the continuation of this Agreement may create harm or the loss of goodwill to Bank or any Association.
- (g) Merchant fails to maintain sufficient funds in the Operating Account to cover the amounts due to Bank hereunder.
- (h) Merchant's percentage of error Transactions or retrieval requests is excessive in the opinion of Bank.
- (i) Any insurance policy obtained by Bank, ISO or Merchant relating to Transactions and/or Chargebacks is cancelled or terminated for any reason.
- (j) Merchant fails to provide financial statements suitable to Bank on request.
- (k) ISO does not or cannot perform its duties under this Agreement and Bank determines that it is not feasible to provide the Services contemplated by this Agreement to Merchant. Bank is not obligated to provide replacement Services if ISO does not or cannot perform.
- (l) Any Association requests or demands that this Agreement be terminated.

Bank may selectively terminate one or more of Merchant's approved locations without terminating this entire Agreement.

In the event of termination, all obligations of Merchant incurred or existing under this Agreement prior to termination shall survive the termination. Merchant's obligations with respect to any Transaction shall be deemed incurred and existing on the date of such Transaction.

In the event Bank terminates this Agreement following any Event of Default, Merchant: (i) agrees that Bank may place Merchant on each Association's "Terminated Merchant File" (or any other list or file serving a similar purpose); and (ii) agrees to indemnify and hold Bank and ISO harmless from and against any and all costs, expenses and liabilities incurred by Bank and/or ISO in connection with or arising out of such Event of Default.

28. **Termination of Agreement.** Merchant may terminate this Agreement upon at least 30 days' prior written notice to the other parties if Bank amends *Schedule A* pursuant to Section 31 to increase the rates, fees or charges Merchant pays hereunder, except for fees or rates that result from a pass through from an Association.

If you elect to terminate this Agreement within the first ninety (90) days from the date all parties sign the Agreement, the Early Termination Fee does not apply. If (a) you elect to cancel this Agreement prior to the expiration of the then current term, or (b) this Agreement is terminated by us prior to the expiration of the then current term due to an Event of

Default, we will suffer a substantial injury for which it is impracticable or extremely difficult to fix actual damages. In an effort to liquidate in advance the sum that should represent such damages, you agree to pay us an "Early Termination Fee" in an amount no less than four hundred ninety five dollars (\$495). This sum represents a reasonable pre-estimate of the losses that we will incur as a result of the cancellation of this Agreement prior to the expiration of the then current term of the Agreement.

29. Setoff. In addition to any other legal or equitable remedy available to it in accordance with this Agreement or by law, Bank and ISO may set off any amounts due to it under this Agreement against any property of Merchant in its possession or under its control.

30. Exclusivity. Merchant shall submit all Transactions made during the term hereof solely to Bank for processing. If Merchant fails to comply with this provision, Merchant agrees to pay Bank, within 10 days of the date of non-compliance, a liquidated damages sum to be determined by computing the projected gross dollar volume of Transactions processed by Bank on behalf of the Merchant for the remainder of the term hereof and multiplying that number by 1%. Merchant and Bank agree that the damages suffered by Bank as a result of such non-compliance would be extremely difficult to calculate with precision. For that reason, the parties hereto agree that the liquidated damages should be computed as set forth above. Any exceptions to this exclusive arrangement must be approved by Bank and ISO in advance in writing.

31. Amendments to this Agreement. From time to time Bank may amend this Agreement as follows:

(a) Bank may amend or delete Cards or Services listed in *Schedule A* by notifying Merchant in writing of any such amendment. All provisions of this Agreement shall apply to Cards or Services added to this Agreement. Bank shall notify Merchant of the fees to be charged for processing the additional Cards and Services. Acceptance by Merchant of a new approved Card as payment for a Transaction or use of a new Service after Bank has sent Merchant notice of an amendment shall constitute Merchant's agreement to the amendment and the fees or charges related to these additions.

(b) From time to time, Bank may change all rates, fees and charges set forth on *Schedule A*. Bank will provide written notice to Merchant of all such amendments. Bank may change the rates, fees and charges without prior written notice if Merchant's sales volume or average Transaction amount does not meet Merchant's projections contained in the Merchant Application form to which this Agreement is attached or if the risk factors associated with processing Transactions increase. If notice is required, Bank will give written notice on the Merchant Statement. All new rates, fees and charges will become effective for the month immediately following the month in which the notice appeared on the Merchant Statement unless Merchant terminates this Agreement in accordance with Section 28.

(c) Bank may amend this Agreement in any manner other than as described in Section 31(a) or 31(b) above simply by providing written notice of such amendment to Merchant, and such amendment shall become effective on the latter of: (i) the date on which such written notice is received by Merchant; or (ii) a date specified by Bank in such written notice.

32. Assignment. This Agreement may not be assigned by Merchant without the prior written consent of Bank. Bank may assign this Agreement without limitation. Assignment of this Agreement by Bank shall relieve Bank of any further obligations under this Agreement.

33. Financial Accommodations. Bank, ISO and Merchant intend this Agreement to be construed as a contract to extend financial accommodations for the benefit of Merchant.

34. Waiver. To the extent that Merchant becomes a debtor under any chapter of title 11 of the United States Code and such event does not result in the termination of this Agreement, Merchant hereby unconditionally and absolutely waives any right or ability that Merchant may otherwise have had to oppose, defend against or otherwise challenge any motion filed by Bank for relief from the automatic stay of 11 U.S.C. § 362(a) to enforce any of Bank's rights or claims under this Agreement.

35. Cooperation. In their dealings with one another, each party agrees to act reasonably and in good faith and to fully cooperate with each other in order to facilitate and accomplish the transactions contemplated hereby.

36. Entire Agreement. This Agreement, together with the Schedules attached hereto, supersedes any other agreement, whether written or oral, that may have been made or entered into by any party (or by any officer or officers of any party) relating to the matters covered herein and constitutes the entire agreement of the parties hereto.

37. Severability. If any provisions of this Agreement shall be held, or deemed to be, or shall in fact be, inoperative or unenforceable as applied in any particular situation, such circumstance shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections herein contained shall not affect the remaining portions of this Agreement or any part hereof.

38. Notices. Except for notices provided by Bank to Merchant on the Merchant Statement, all notices, requests, demands or other instruments which may or are required to be given by any party hereunder shall be in writing and each shall be deemed to have been properly

given when: (i) served personally on an officer of the party to whom such notice is to be given, (ii) upon expiration of a period of three (3) business days from and after the date of mailing thereof when mailed postage prepaid by registered or certified mail, requesting return receipt, or (iii) upon delivery by a nationally recognized overnight delivery service, addressed as follows:

If to BANK:

If to ISO:

If to MERCHANT:

Address listed on the application to which this Agreement is attached.

Any party may change the address to which subsequent notices are to be sent by notice to the others given as aforesaid.

39. Governing Law. The agreement must be governed by the laws of the State of Oklahoma, and sole jurisdiction and venue must be in the District Court of Tulsa County, Oklahoma, or in the United States District Court for the Northern District of Oklahoma in Tulsa, Oklahoma.

40. Captions. Captions in this Agreement are for convenience of reference only and are not to be considered as defining or limiting in any way the scope or intent of the provisions of this Agreement.

41. No Waiver. Any delay, waiver or omission by Bank to exercise any right or power arising from any breach or default of the other party in any of the terms, provisions or covenants of this Agreement shall not be construed to be a waiver of any subsequent breach or default of the same or any other terms, provisions or covenants on the part of the other party. All remedies afforded by this Agreement for a breach hereof shall be cumulative.

42. Force Majeure. The parties shall be excused from performing any of their respective obligations under this Agreement which are prevented or delayed by any occurrence not within their respective control including but not limited to strikes or other labor matters, destruction of or damage to any building, natural disasters, accidents, riots or any regulation, rule, law, ordinance or order of any federal, state or local government authority.

43. Cooperation. Merchant covenants and agrees that, if it is undergoing forensic investigation at the time this Agreement is signed, Merchant will fully cooperate with the investigation until it is completed.

44. Limited Acceptance. Visa Rules allow Merchant to become a Limited Acceptance Merchant as part of its use of Bank's Services. A "Limited Acceptance Merchant," as defined by Visa, is a merchant that accepts either, but not both, of the following:

- Visa Credit and Business Category Cards
- Visa Debit Category Cards

Merchant has elected to become a Limited Acceptance Merchant by choosing to accept ONLY (please mark the applicable card category below):

- Visa Credit and Business Category Cards
- Visa Debit Category Cards

Merchant's failure to select one of the Limited Acceptance Categories above means that Merchant has elected to accept BOTH Visa Credit and Business Category Cards and Visa Debit Category Cards.

If Merchant elects to be a Limited Acceptance Merchant, Merchant must properly display the Visa-approved signage that represents the Limited Acceptance Category that Merchant has selected above.

46. Special Merchant Categories.

(a) If Merchant is a Health Care Merchant (as defined by the Visa Core Rules and Visa Product and Service Rules (the "Visa Core Rules")), Merchant acknowledges that it must comply with the provisions of Section 5.9.12 of the Visa Core Rules.

(b) If Merchant is a T&E Merchant (as defined by the Visa Core Rules), Merchant acknowledges that it must comply with all of the provisions of the Visa Core Rules relating to T&E Merchants, including Sections 5.9.6, 5.10.4.1, 7.3.12, and 11.1.3.2. Merchant further agrees that, if it is an International Airline Program Merchant (as defined by the Visa Core Rules), the terms of the attached International Airline Program Merchant Addendum apply.

(c) If Merchant receives BIN Information, Merchant agrees that the terms of the attached Merchant Receiving BIN Information Addendum apply.

(d) If Merchant is an Electronic Commerce Merchant (as defined by the Visa Core Rules and Visa Product and Service Rules (2014)—the "VCR"), the following terms apply (references following each requirement indicate whether the requirement is located in the VCR or the Visa Acquirer Risk Program Standards Guide (2010) (VPSG); capitalized terms that are not otherwise defined in this Agreement are used as defined in the VCR):

i. Merchant must display its consumer data privacy policy on its website. (VPSG)

ii. Merchant must display the security method it uses for the transmission of payment data on its website. (VPSG)

iii. Merchant must offer Cardholders a secure transaction method and a data protection method, such as Secure Sockets Layer (SSL), 3-D Secure and/or Verified by Visa. (VPSG; VCR Section 1.5.6.2)

iv. For Non-Secure Transactions and Non-Authenticated Security Transactions, Merchant must attempt to obtain a Visa Card expiration date and submit it as part of the Authorization Request. (VCR Section 5.8.4.1)

v. Merchant's website must contain all of the following:

(A) Customer service contact, including email address or telephone number.

(B) The address, including the country, of Merchant's permanent establishment, either:

(1) On the same screen view as the checkout screen used to present the final Transaction amount; or

(2) Within the sequence of web pages the Cardholder accesses during the checkout process.

(C) Policy for delivery of multiple shipments.

(D) Security capabilities and policy for transmission of payment card details.

(E) In addition, on an Online Gambling Merchant's homepage or payment page, all of the following:

(1) The statement "Internet gambling may be illegal in the jurisdiction in which you are located; if so, you are not authorized to use your payment card to complete this transaction";

(2) A statement of the Cardholder's responsibility to know the laws concerning online gambling in the Cardholder's country;

(3) A statement prohibiting the participation of minors;

(4) A complete description of the rules of play, cancellation policies, and pay-out policies;

(5) A statement recommending that the Cardholder retain a copy of Transaction records and Merchant policies and rules; and

(6) An Acquirer numeric identifier specified by Visa.

(VCR Section 5.9.3.1)

vi. Merchant must not display the full Account Number to the Cardholder online. (VCR Section 5.9.3.2)

vii. If Merchant is a Verified by Visa Merchant, Merchant acknowledges that its Electronic Commerce Transactions are not eligible for Chargeback protection from Chargeback reason codes 75 (Transaction Not Recognized) and 83 (Fraud-Card-Absent Environment) if either:

(A) The Merchant is classified with one of the following MCCs:

(1) MCC 4829 (Wire Transfer Money Orders);

(2) MCC 5967 (Direct Marketing – Inbound Teleservices

Merchant);

(3) MCC 6051 (Non-Financial Institutions – Foreign Currency, Money Orders [not Wire Transfer], Travelers' Cheques); or

(4) MCC 7995 (Betting, including Lottery Tickets, Casino Gaming Chips, Off-Track Betting, and Wagers at Race Tracks); or

(B) Merchant has been identified in the Merchant Chargeback Monitoring Program or Risk Identification Service Online. Merchant remains ineligible while it is in either program, and for an additional 4 months after exiting the program. This condition also applies if Merchant enabled Verified by Visa while identified in either program. (VCR Section 5.9.3.5)

viii. Merchant must include the following in its transaction receipts:

(A) Customer service contact;

(B) Merchant country; and

(C) Conditions of sale, including return and cancellation policy.

(VCR Section 5.10.3.3)

ix. In an Authorization Request, Merchant must not transmit Authentication Data specific to one Transaction with another Transaction, except when either:

(A) 2 Transactions are related due to delayed delivery; or

(B) All items of an order cannot be shipped at the same time.

(VCR Section 10.15.3.2)

(e) If Merchant limits its acceptance of returned merchandise or is an Electronic Commerce Merchant, Merchant must ensure that its return policies are clearly indicated to a

Cardholder on the Transaction Receipt or on Merchant's website, as follows (VCR Section 5.4.2.4):

Location	Required Disclosure	To be used for the following Merchant Policies
Transaction Receipt (all copies, near the Cardholder signature area or in an area easily seen by the Cardholder)	"No Refund" "No Exchanges" "All Sales Final"	Merchant does not: • Accept merchandise as a return or exchange • Issue a refund to a Cardholder
	"Exchange Only"	Merchant accepts merchandise in exchange for merchandise of equal value to the original Transaction amount
	"In-Store Credit Only"	Merchant accepts merchandise in exchange for an in-store credit document that both: • Equals the value of the returned merchandise • Must be used at the Merchant location
Website (on checkout screen or in sequence of web pages before final checkout)	"Click to accept" or other acknowledgement button or checkbox	All return/refund policies and other purchase terms and conditions

47. Participation In the American Express OptBlue® Program

If Merchant elects to participate in the AMERICAN EXPRESS OptBlue Program ("American Express Card Acceptance"), the following terms and conditions apply:

(a) The definition of "Association(s)" is changed to read as follows:

"Association(s)" means VISA U.S.A., Inc. ("Visa"), MasterCard International Incorporated ("MasterCard"), Discover Financial Services LLC ("Discover") and American Express Travel Related Services Company, Inc. ("American Express").

(b) The definition of "Card(s)" is changed to read as follows:

"Card(s)" means either a Visa, MasterCard, Discover or American Express credit card, debit card (or other similar card that requires a PIN for identification purposes), or pre-paid, stored-value or gift card.

(c) The definition of "issuer" is changed to read as follows:

"Issuer" means American Express or a member of an Association that enters into a contractual relationship with a Cardholder for the issuance of one or more Cards

(d) Merchant authorizes Bank and/or its affiliates to submit American Express Transactions to, and receive settlement on such Transactions from, American Express on behalf of Merchant.

(e) Merchant agrees that Bank may disclose to American Express information regarding Merchant and Transactions to American Express, and that American Express may use such information: (i) to perform its responsibilities in connection with American Express Card Acceptance; (ii) to promote American Express; (iii) to perform analytics and create reports; and (iv) for any other lawful business purposes, including commercial marketing communications purposes within the parameters of American Express Card Acceptance, and important transactional or relationship communications from American Express. American Express may use the information about Merchant obtained in this Agreement at the time of setup to screen and/or monitor Merchant in connection with American Express marketing and administrative purposes. Merchant agrees it may receive messages from American Express, including important information about American Express products, services, and resources available to its business. Those messages may be sent to the mailing address, phone numbers, email addresses or fax numbers of Merchant. Merchant may be contacted at its wireless telephone number and the communications sent may include autodialed short message service (SMS or "text") messages or automated or prerecorded calls. Merchant agrees that it may be sent fax communications.

(f) Merchant may opt-out of receiving future commercial marketing communications from American Express by contacting ISO; however, Merchant may continue to receive marketing communications while American Express updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude Merchant from receiving important transactional or relationship messages from American Express.

(g) Merchant acknowledges that it may be converted from American Express Card Acceptance to a direct relationship with American Express if and when its American Express-related Transaction volumes exceed the eligibility thresholds for American Express Card Acceptance. If this occurs, upon such conversion: (i) Merchant will be bound by American Express's then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by Merchant.

(h) Merchant will not assign to any third party any payments due to it under American Express Card Acceptance, and all indebtedness arising from Transactions will be for bona fide sales of goods and services (or both) at its business locations and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express-related Transaction receivables to Bank, its affiliated entities and/or any other cash advance funding source that partners with Bank or its affiliated entities, without consent of American Express. Notwithstanding the foregoing, Bank prohibits Merchant from selling or assigning future American Express-related Transaction receivables to any third party.

(i) Notwithstanding anything in this Agreement to the contrary, American Express shall have third-party beneficiary rights, but not obligations, to the terms of this Agreement applicable to American Express Card Acceptance to enforce such terms against Merchant.

(j) Merchant may opt out of accepting American Express at any time without directly or indirectly affecting its rights to accept other Cards.

(k) Bank and ISO have the right to terminate Merchant's participation in American Express Card Acceptance immediately upon written notice to Merchant: (i) if Merchant breaches any of the provisions of this Section 47 or any other terms of this Agreement applicable to American Express Card Acceptance; or (ii) for cause or fraudulent or other activity, or upon American Express's request. In the event Merchant's participation in American Express Card Acceptance is terminated for any reason, Merchant must immediately remove all American Express branding and marks from Merchant's website and wherever else they are displayed.

(l) Merchant's refund policies for American Express-related Transactions must be at least as favorable as its refund policy for purchase with any other Card, and the refund policy must be disclosed to Cardholders at the time of purchase and in compliance with Applicable Law. Merchant may not bill or attempt to collect from any cardholder for any American Express-related Transaction unless a Chargeback has been exercised, Merchant has fully paid for such Chargeback, and it otherwise has the right to do so.

(m) Merchant must accept American Express as payment for goods and services (other than those goods and services prohibited by this Agreement or Applicable Law) sold, or (if applicable) for charitable contributions made at all of its business locations and websites, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's business locations and websites under this Agreement.

(n) Merchant or American Express may elect to resolve any claim against each other, or against Bank or ISO with respect to American Express-related Transactions, by individual, binding arbitration, decided by a neutral arbitrator.

(o) Merchant will comply in full with American Express's Merchant Operating Guide (as the same may be amended from time to time). The Merchant Operating Guide is available at www.americanexpress.com/merchantopguide

(p) American Express has the right to modify the terms of this Section 47 and to terminate Merchant's acceptance of American Express-related Transactions and to require an investigation of Merchant's activities with respect to American Express-related transactions.

CITY OF OWASSO
GENERAL FUND
PAYROLL PAYMENT REPORT
PAY PERIOD ENDING 01/23/16

<u>Department</u>	<u>Payroll Expenses</u>	<u>Total Expenses</u>
Municipal Court	5,371.76	8,138.15
Managerial	21,266.72	30,397.46
Finance	15,471.82	23,968.21
Human Resources	8,172.56	13,583.66
Community Development	15,694.51	25,051.48
Engineering	16,101.04	24,450.57
Information Systems	13,503.73	20,798.08
Support Services	7,778.82	11,112.85
Cemetery	1,155.36	1,776.08
Police Grant Overtime	2,970.72	3,010.03
Central Dispatch	18,596.40	31,695.51
Animal Control	3,434.00	5,204.33
Emergency Preparedness	1,757.93	2,512.13
Stormwater/ROW Maint.	5,850.98	8,890.58
Park Maintenance	6,035.60	9,551.73
Culture/Recreation	4,955.88	8,175.45
Community-Senior Center	4,470.79	7,089.31
Historical Museum	654.40	734.75
Economic Development	3,367.09	4,439.17
<u>General Fund Total</u>	<u>156,610.11</u>	<u>240,579.53</u>
<u>Garage Fund Total</u>	<u>4,687.60</u>	<u>7,738.26</u>
<u>Ambulance Fund Total</u>	<u>365.00</u>	<u>409.82</u>
<u>Fire Fund 37 Total</u>	<u>141,432.74</u>	<u>220,892.84</u>
<u>Police Fund 38 Total</u>	<u>132,791.25</u>	<u>209,315.40</u>
<u>Streets Fund 39 Total</u>	<u>7,856.43</u>	<u>13,654.24</u>
<u>Stormwater Fund 27 Total</u>		<u>-</u>
<u>Worker's Compensation Total</u>	<u>10,554.99</u>	<u>12,596.59</u>
<u>Strong Neighborhoods Total</u>	<u>3,827.03</u>	<u>5,604.19</u>

CITY OF OWASSO
 HEALTHCARE SELF INSURANCE FUND
 CLAIMS PAID PER AUTHORIZATION OF ORDINANCE #789 AS OF 1/28/16

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
AETNA	HEALTHCARE MEDICAL SERVICE	31,437.31
	HEALTHCARE MEDICAL SERVICE	55,646.44
	HEALTHCARE MEDICAL SERVICE	39,291.95
	ADMIN FEES	13,079.12
	STOP LOSS FEES	47,301.48
	HEALTHCARE DEPT TOTAL	186,756.30
DELTA DENTAL	DENTAL MEDICAL SERVICE	3,330.40
	DENTAL MEDICAL SERVICE	4,710.26
	DENTAL DEPT TOTAL	8,040.66
VSP	ADMIN FEES	1,009.82
	VISION DEPT TOTAL	1,009.82
	HEALTHCARE SELF INSURANCE FUND TOTAL	195,806.78



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

September 22, 2015

Mr. Roger Stevens, Public Works Director
City of Owasso
301 West 2nd Ave
Owasso, Oklahoma 74055

Re: Permit No. SL000072150719
Carrington Pointe II Sanitary Sewer Line Extension
Facility No. S-21310

Dear Mr. Stevens:

Enclosed is Permit No. SL000072150719 for the construction of 3837 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the City of Owasso, Tulsa County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on September 22, 2015. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Owasso, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in black ink, appearing to read 'Qusay R. Kabariti', is written over a faint, larger version of the same signature.

Qusay R. Kabariti, P.E.
Construction Permit Section
Water Quality Division

QRK/RC/bg

Enclosure

c: Rick Austin, Regional Manager, DEQ
REGIONAL OFFICE AT TULSA
Jerry W. Ledford, P.E., Tulsa Engineering & Planning Assoc.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000072150719

SEWER LINES

FACILITY No. S-21310

PERMIT TO CONSTRUCT

September 22, 2015

Pursuant to O.S. 27A 2-6-304, the City of Owasso is hereby granted this Tier I Permit to construct 3837 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the City of Owasso, located in Section 26, T-21-N, R-13-E, Tulsa County, Oklahoma, in accordance with the plans approved September 22, 2015.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000072150719

SEWER LINES

FACILITY No. S-21310

PERMIT TO CONSTRUCT

- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (GP-005) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 13) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000072150719

SEWER LINES

FACILITY No. S-21310

PERMIT TO CONSTRUCT

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

A handwritten signature in black ink, appearing to read "Rocky Chen", is written over a horizontal line.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

A small handwritten mark or signature, possibly initials, is located to the right of the signature line.

