

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

RECEIVED  
SEP 30 2016  
City Clerk's Office *lw*

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Council Chambers, Old Central Building  
109 N Birch, Owasso, OK 74055  
Regular Meeting  
Tuesday, October 4, 2016 - 6:30 pm

1. **Call to Order**  
Mayor Lyndell Dunn
2. **Invocation**  
Pastor Scott Carlson of Central Baptist Church and Owasso Police Department Chaplin
3. **Flag Salute**
4. **Roll Call**
5. **Presentation of the Character Trait of Initiative**  
Alvin Fruga, Character Council Member
6. **Presentation of Proclamations**  
Mayor Dunn

The Mayor will present a proclamation declaring October 9-15, 2016 as Fire Prevention Week.

The Mayor will present a proclamation declaring October 13-16, 2016 as time of reflection for The Wall that Heals, Vietnam War Traveling Memorial display.

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
    - September 20, 2016, Regular Meeting
  - B. Approve claims
  - C. Approve and authorize the Mayor to execute the following "Agreement for Urban Engineering Services" (Engineers Agreement):
    - Converse Surveying and Engineering, Inc., for public paving, storm sewer, and utility improvements for the IQ Car Wash;
    - Olsson Associates, for public driveway for Charity Auto; and
    - Cowan Group Engineering, LLC, for public water lines, sanitary sewer, storm sewer, sidewalk and pavement for Somerset residential subdivision
  - D. Approve the Agreement for Administration of the Sales and Use Tax Ordinances with Oklahoma Tax Commission
8. **Consideration and appropriate action relating to items removed from the Consent Agenda**

9. **Consideration and appropriate action relating to Ordinance 1087, an ordinance relating to the City of Owasso Zoning Code as codified in the Owasso Code of Ordinances, Part 12, Planning, Zoning and Development, Chapter 2, Zoning Regulations, amending Sub-Chapter 4, Residential District Provisions and Sub-Chapter 14, Definitions, and repealing all ordinances or parts of ordinances in conflict herewith**

Bronce Stephenson

Staff recommends approval of 1087.

10. **Consideration and appropriate action relating to a contract for design and engineering services for Owasso Public Safety Operations and Training Complex**

Chris Garrett

Staff recommends approval of a contract with Williams Spurgeon Kuhl and Freshnock (WSKF) of Kansas City, Missouri for architectural design and engineering services for the Owasso Public Safety Operations and Training Complex project, for an amount not to exceed \$1,097,425, and authorize the City Manager to execute the contract.

11. **Consideration and appropriate action relating to the renewal of a contract with Youth Services of Tulsa, Inc. for management and operation of the Owasso Youth Court**

Julie Lombardi

Staff recommends approval of the contract with Youth Services of Tulsa, Inc., in the amount of \$49,500 for 2016-2017, and further recommends authorization for the City Manager to execute the contract as well as any additional documentation required.

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 9/17/16
- Health Care Self-Insurance Claims – dated as of 9/29/16

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, 200 S Main (west side), at 6:00 pm on Friday, September 30, 2016.

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

# *The City of Owasso, Oklahoma*

## *Proclamation*

WHEREAS, the City of Owasso is committed to ensuring the safety and security of all those living in and visiting our city and Owasso Firefighters are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, working smoke alarms cut the risk of death in reported home fires in half; and

WHEREAS, many Americans don't know how old the smoke alarms in their homes are, or how often they need to be replaced; and

WHEREAS, Owasso residents are able to take personal steps to increase their safety from fire, especially in their homes, and should replace all smoke alarms at least once every ten years; and

WHEREAS, the theme for this year's Fire Prevention Week is "Don't Wait - Check the Date! Replace Smoke Alarms Every 10 Years" and effectively serves to educate the public about the vital importance of replacing the smoke alarms in their homes at least every ten years, and to determine the age of their smoke alarms by checking the date of manufacture on the back of the alarm device.

NOW, THEREFORE, I, Lyndell Dunn, by virtue of the authority vested in me as Mayor of the City of Owasso, do hereby proclaim the week of October 9 through October 15, 2016 to be

## *Fire Prevention Week*

in the City of Owasso, and do further urge all residents to replace aging smoke alarms, and to participate in the public safety activities and efforts of Owasso's fire and emergency services during Fire Prevention Week 2016.

IN WITNESS THEREOF, I have hereunto set my hand and caused the seal of the City of Owasso to be affixed this 4<sup>th</sup> day of October, 2016.

Lyndell Dunn, Mayor

*The City of Owasso, Oklahoma*  
***Proclamation***

WHEREAS, The Vietnam Traveling Memorial Wall stands as a reminder of the great sacrifices made during the Vietnam War; and,

WHEREAS, the Vietnam Traveling Memorial Wall, like the Wall on the Capitol Grounds in Washington, D.C., was made for the purpose of allowing people the opportunity to visit the memorial, who otherwise may not be able to make the trip to Washington, D.C.; and,

WHEREAS, from October 13 through October 16, 2016, the Wall That Heals, a 250-foot replica of the Vietnam Veterans Memorial, along with a mobile Education Center, will be open to the public at the Tulsa Tech Owasso Campus, located at 10800 N 140 E Avenue in Owasso, Oklahoma; and,

WHEREAS, the Traveling Memorial Wall honors the more than three million Americans who served in the United States Armed Forces during the Vietnam War and identifies the more than 58,000 men and women who made the ultimate sacrifice on behalf of preserving democracy and freedom for this country.

NOW, THEREFORE, I, LYNDELL DUNN, by virtue of the authority vested in me as Mayor of the City of Owasso, do hereby proclaim October 13 through October 16, 2016 as:

***The Wall That Heals  
Vietnam War Memorial  
A Time of Reflection***

in the City of Owasso, and hereby urge all citizens to visit the traveling memorial dedicated to promote healing and educate future generations about the impact of the Vietnam War.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Owasso to be affixed this 4<sup>th</sup> day of October, 2016.

\_\_\_\_\_  
Lyndell Dunn, Mayor

# OWASSO CITY COUNCIL

## MINUTES OF REGULAR MEETING

Tuesday, September 20, 2016

The Owasso City Council met in regular session on Tuesday, September 20, 2016, in the Council Chambers at Old Central, 109 N Birch, Owasso, Oklahoma per the Notice of Public Meeting and Agenda filed in the office of the City Clerk and posted at City Hall, 200 S Main (west side), at 6:00 pm on Friday, September 16, 2016.

**1. Call to Order**

Mayor Lyndell Dunn called the meeting to order at 6:30 pm.

**2. Invocation**

The invocation was offered by Pastor Ted Johnson of Bible Church of Owasso.

**3. Flag Salute**

Councilor Bonebrake led the flag salute.

**4. Roll Call**

Present

Mayor – Lyndell Dunn

Vice-Mayor – Chris Kelley

Councilor – Doug Bonebrake

Councilor – Jeri Moberly

A quorum was declared present.

Absent

Councilor – Bill Bush

Staff:

City Manager - Warren Lehr

City Attorney - Julie Lombardi

**5. 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**

- September 6, 2016, Regular Meeting
- September 13, 2016, Regular Meeting

**B. Approve claims**

**C. Accept a donation from the Larkin Bailey Foundation for land located in the NE/4 of Section 25, T-21 N, and R-13-E, of the Indian Base & Meridian (I.B.&M.), Tulsa County, State of Oklahoma**

**D. Authorize payment of a court-ordered Workers' Compensation Settlement to Ricky Parris in the amount of \$32,300**

Ms. Moberly moved, seconded by Mr. Bonebrake to approve the Consent Agenda with claims totaling \$556,343.09.

YEA: Bonebrake, Kelley, Moberly, Dunn

NAY: None

Motion carried: 4-0

**6. Consideration and appropriate action relating to items removed from the Consent Agenda**

None

**7. Consideration and appropriate action relating to Resolution 2016-17, supporting the Tulsa Regional Chamber 2017 OneVoice Legislative Agenda**

Warren Lehr presented the item recommending approval of Resolution 2016-17.

There were no comments from the audience. After discussion, Mr. Bonebrake moved, seconded by Dr. Kelley to approve Resolution 2016-17, as recommended.

YEA: Bonebrake, Kelley, Moberly, Dunn

NAY: None

Motion carried: 4-0

**8. Consideration and appropriate action relating to Resolution 2016-15, a resolution of the City of Owasso, Oklahoma, declaring the intent to consider approval of a project plan and creation of a Tax Increment district under the Local Development Act; directing preparation of a project plan; appointing a Review Committee; directing the Review Committee to make findings as to eligibility and financial impact, if any, on taxing jurisdictions and business activities within the district; and directing the Review Committee to make a recommendation with respect to the proposed project**

Bronce Stephenson presented the item recommending approval of Resolution 2016-15.

There were no comments from the audience. After discussion, Mr. Bonebrake moved, seconded by Dr. Kelley to approve Resolution 2016-15, as recommended.

YEA: Bonebrake, Kelley, Moberly, Dunn

NAY: None

Motion carried: 4-0

**9. Consideration and appropriate action relating to a Specific Use Permit SUP16-03 for Jim Glover Coffee Creek Dealership located at 10500 block of HWY 169 east service road**

Bronce Stephenson presented the item recommending approval of Specific Use Permit 16-03 with the following conditions:

- Signage shall be limited to a height of 20 feet and only monument sign type. No additional signage other than signage on the building shall be allowed (does not include directional signage).
- No digital signage shall be used on the property.
- No banners, flags, balloons, inflatables, temporary signs, streamers or other advertising methods shall be allowed to be used on the site or attached to any vehicles. Any short-term (3 days or less) tents or tent sales shall be subject to approval by the Community Development Department.
- No vehicles shall be allowed to be displayed outside of the site within the public right-of-way.
- Any vehicle display ramps shall be built as berms and lined with rock and/or landscaping. No metal display racks shall be allowed.
- No exterior loudspeakers shall be allowed on the back side of the development.
- A minimum 6' opaque screening fence shall be required along the backside of the project.
- All non-essential lighting shall be turned off from the hours of 9:00 pm to 6:00 am.
- Additional landscaping shall be provided on the site, subject to staff approval. A portion of the landscaping may be "banked" for use off-site in public areas.
- All standards of the US-169 Overlay shall be met.
- All site lighting shall be LED.
- White vinyl fencing (per Owasso standard) shall be installed along US-169 frontage for length of property.
- The proposed flag and associated lighting will be required to gain FAA approval.
- Additional on-site landscaping shall be provided and shall obtain staff approval.
- All vehicle loading and unloading shall take place on the site, not along the service road.

Two persons addressed the Council. After discussion, Dr. Kelley moved, seconded by Mr. Bonebrake to approve SUP-16-03 with conditions, as recommended, and with a condition to include that only the United States flag and/or the State of Oklahoma flag may be flown at this location.

YEA: Bonebrake, Kelley, Moberly, Dunn

NAY: None

Motion carried: 4-0

**10. Consideration and appropriate action relating to the final plat for Somerset located on the north side of E 96 St N, approximately ½ mile west of N 145 E Ave**

Bronce Stephenson presented the item recommending approval of the Final Plat for Somerset.

There were no comments from the audience. After discussion, Mr. Bonebrake moved, seconded by Ms. Moberly to approve the Final Plat of Somerset.

YEA: Bonebrake, Kelley, Moberly, Dunn

NAY: None

Motion carried: 4-0

**11. Consideration and appropriate action relating to the FY 2017 Street Rehabilitation Program**

Roger Stevens presented the item recommending approval of the following FY 2017 Street Rehabilitation Program priority sites:

Street Segments:

1	Southern Links – Multiple Sites	Reconstruct Concrete Pavement
2	Afor Heights – Multiple Sites	Base Repair, Overlay
3	Three Lakes – Multiple Sites	Base Repair, Overlay
4	Original Town – W 1 <sup>st</sup> Ave	Base Repair, Overlay
5	Elm Creek - N 122 <sup>nd</sup> E Ave	Crack Seal, Fog Seal
6	Owasso Market Road - Collector	Crack Seal, Fog Seal
7	Owasso Medical Park - Collector	Crack Seal, Fog Seal

There were no comments from the audience. After discussion, Mr. Bonebrake moved, seconded by Ms. Moberly to approve the FY 2017 Street Rehabilitation Program priorities list, as recommended.

YEA: Bonebrake, Kelley, Moberly, Dunn

NAY: None

Motion carried: 4-0

**12. Consideration and appropriate action relating to right-of-way acquisition for the Garnett Rd Improvements Project (E 96 St N to E 106 St N)**

Roger Stevens presented the item recommending approval to purchase right-of-way, easement and compensation for damages in the amount of \$58,512.25 to Doris J. Barnes, and authorization for payment.

There were no comments from the audience. After discussion, Ms. Moberly moved, seconded by Dr. Kelley to approve the purchase and payment in the amount of \$58,512.25, as recommended.

YEA: Bonebrake, Kelley, Moberly, Dunn

NAY: None

Motion carried: 4-0

- 13. Consideration and appropriate action relating to Resolution 2016-16, amending the priority determination of Capital Improvement Projects eligible for funding from the Capital Improvements Fund to include Fire Station No. 4 with Administration and Training Center**  
Teresa Willson presented the item recommending approval of Resolution 2016-16.

There were no comments from the audience. After discussion, Ms. Moberly moved, seconded by Mr. Bonebrake to approve Resolution 2016-16, as recommended.

YEA: Bonebrake, Kelley, Moberly, Dunn

NAY: None

Motion carried: 4-0

**14. Report from City Manager**

Mr. Lehr acknowledged recent city events.

**15. Report from City Attorney**

None

**16. Report from City Councilors**

Councilors commented on recent community events.

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

- Payroll Payment Report – Pay Period Ending Date 9/3/16
- Health Care Self-Insurance Claims – dated as of 9/15/16
- Monthly Budget Status Report – August 2016

**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, Kelley, Moberly, Dunn

NAY: None

Motion carried 4-0 and the meeting adjourned at 7:31 pm.

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Lyndell Dunn, Mayor

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Lisa Wilson, Minute Clerk

## Claims List

10/4/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
GENERAL	TREASURER PETTY CASH	OC REFUND/FRIEND	250.00
	TREASURER PETTY CASH	CC REFUND/PAINT&BARRELL	50.00
	TREASURER PETTY CASH	CC REFUND/LEACH	50.00
	TREASURER PETTY CASH	CC REFUND/CARROLL	50.00
	TREASURER PETTY CASH	CC REFUND/HALL	50.00
	TREASURER PETTY CASH	OC REFUND/AGUILA	100.00
<b>TOTAL GENERAL</b>			<b>550.00</b>
MUNICIPAL COURT	TREASURER PETTY CASH	MILEAGE REIMB/FUERST	114.66
	YOUTH SERVICES OF TULSA	YOUTH SERVICES	4,125.00
	JPMORGAN CHASE BANK	SUPPLIES	10.00
	JPMORGAN CHASE BANK	CTR EXEC-PROGRAM FEE	20.00
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	10.18
<b>TOTAL MUNICIPAL COURT</b>			<b>4,279.84</b>
MANAGERIAL	JPMORGAN CHASE BANK	OK BAR ASSOC-DUES	195.23
	JPMORGAN CHASE BANK	COUNCIL MEETING EXPENSE	119.60
	TREASURER PETTY CASH	PASTOR MEETING EXPENSE	11.20
	JPMORGAN CHASE BANK	MEETING EXPENSE	56.38
	JPMORGAN CHASE BANK	CITY MGMT ASSOC-DUES	640.00
	JPMORGAN CHASE BANK	OWASSO CHAMBER-REGISTRAT	80.00
<b>TOTAL MANAGERIAL</b>			<b>1,102.41</b>
FINANCE	JPMORGAN CHASE BANK	OWASSO CHAMBER-REGISTRAT	40.00
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	9.76
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	53.24
	JPMORGAN CHASE BANK	CTR EXEC-REGISTRATION	209.00
	JPMORGAN CHASE BANK	CTR EXEC-REGISTRATION	209.00
<b>TOTAL FINANCE</b>			<b>521.00</b>
HUMAN RESOURCES	JPMORGAN CHASE BANK	CHARACTER FIRST-REFUND	-9.00
	JPMORGAN CHASE BANK	CHARACTER FIRST-BULLETINS	648.00
	JPMORGAN CHASE BANK	HOBBY LOBBY-OFFICE DECOR	57.98
	COMMUNITYCARE EAP	EMPLOYEE ASSISTANCE PROGR	248.00
	GREENWOOD PERFORMANCE SYSTEMS INC	ACM COACHING	250.00
	JPMORGAN CHASE BANK	OWASSO CHAMBER-REGISTRAT	40.00
	TREASURER PETTY CASH	NOTARY RENEWAL FEE	20.00
	JPMORGAN CHASE BANK	COMMUNITY MKT-ADVERTISING	270.00
<b>TOTAL HUMAN RESOURCES</b>			<b>1,524.98</b>
HR - CHARACTER INITIATIVE	JPMORGAN CHASE BANK	SAV ON-CHARACTER BANNERS	880.00

## Claims List

10/4/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
<b>TOTAL HR - CHARACTER INITIATIVE</b>			<b>880.00</b>
GENERAL GOVERNMENT	CINTAS CORPORATION	CARPET CLEANING	63.80
	TREASURER PETTY CASH	POSTAGE	200.00
	TREASURER PETTY CASH	FILING FEE	15.00
	AT&T	CONSOLIDATED PHONE BILL	555.68
	JPMORGAN CHASE BANK	ADMIRAL EXP-SUPPLIES	59.98
	JPMORGAN CHASE BANK	AMAZON-MTG SUPPLIES	49.94
<b>TOTAL GENERAL GOVERNMENT</b>			<b>944.40</b>
COMMUNITY DEVELOPMENT	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	28.70
	TREASURER PETTY CASH	TRAVEL EXPENSE	92.50
	TREASURER PETTY CASH	TRAVEL EXPENSE	92.50
	TREASURER PETTY CASH	TRAVEL EXPENSE	92.50
	KENNETH LIVINGSTON	CODE ENFORCEMENT MOWING	150.00
	M. B. BICKERSTAFF	CODE ENFORCEMENT MOWING	200.00
	JPMORGAN CHASE BANK	AUTOZONE-SUPPLIES	34.86
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	20.97
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	49.36
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	20.07
	JPMORGAN CHASE BANK	OFFICE DEPOT-RETURN	-12.58
<b>TOTAL COMMUNITY DEVELOPMENT</b>			<b>768.88</b>
ENGINEERING	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	18.34
	JPMORGAN CHASE BANK	GELCO-SAFETY BOOTS	135.00
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	42.47
	JPMORGAN CHASE BANK	MAXWELL-MARKING PAINT	111.96
<b>TOTAL ENGINEERING</b>			<b>307.77</b>
INFORMATION TECHNOLOGY	AT&T	CONSOLIDATED PHONE BILL	20.47
	JPMORGAN CHASE BANK	COMM RES-PANIC BUTTONS	393.90
	AMERICAN ELECTRIC POWER	POLE FIBER ATTACHMENT FEE	469.20
	JPMORGAN CHASE BANK	OWASSO CHAMBER-REGISTRAT	40.00
<b>TOTAL INFORMATION TECHNOLOGY</b>			<b>923.57</b>
SUPPORT SERVICES	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	13.27
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	13.27
	COPY WORLD BUSINESS SOLUTIONS, LLC	QTRLY COPIER MAINT FEES	110.00
	JPMORGAN CHASE BANK	CARRIER CORP-SERVICE CALL	170.00
	JPMORGAN CHASE BANK	PAM DISTRIBUTING-SUPPLIES	193.75
	JPMORGAN CHASE BANK	LOWES-JANITORIAL SUPPLIES	58.93
JPMORGAN CHASE BANK	STD SPLY LAWN-SUPPLIES	27.10	

## Claims List

10/4/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
SUPPORT SERVICES...	JPMORGAN CHASE BANK	OK CORR IND-RECEPTACLES	1,031.93
	JPMORGAN CHASE BANK	ADVANCE AUTO-FLOOR MATS	23.91
	JPMORGAN CHASE BANK	LOCKE SUPPLY-LIGHT BULBS	6.15
	JPMORGAN CHASE BANK	AMERICAN AUTO-UPHOLSTERY	575.00
	JPMORGAN CHASE BANK	LOWES-TAPE	14.96
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	9.59
	JPMORGAN CHASE BANK	COX-INTERNET OLD CENTRAL	69.95
	AT&T	CONSOLIDATED PHONE BILL	81.90
	SPRINT SOLUTIONS, INC.	SPRINT CARDS	79.98
	JPMORGAN CHASE BANK	LOWES-CARPET CLEANER	3.98
	JPMORGAN CHASE BANK	STD SPLY-AIR FILTER	10.00
<b>TOTAL SUPPORT SERVICES</b>			<b>2,493.67</b>
CEMETERY	JPMORGAN CHASE BANK	LOWES-REBAR/STAKES	62.50
	SPOK, INC.	PAGER USE	8.89
	JPMORGAN CHASE BANK	GRAINGER-MASTER TOOL SET	220.61
	JPMORGAN CHASE BANK	GRAINGER-TOOL CHEST	399.99
	TWIN CITIES READY MIX, INC	CONCRETE	225.00
<b>TOTAL CEMETERY</b>			<b>916.99</b>
POLICE SERVICES	OWASSO FOP LODGE #149 POLICE DEPT	LEGAL DEFENSE FY17	185.50
<b>TOTAL POLICE SERVICES</b>			<b>185.50</b>
POLICE COMMUNICATIONS	DEPARTMENT OF PUBLIC SAFETY	OLETS FEE	450.00
	DALE & LEES SERVICE, INC	A/C REPAIRS	308.00
	DALE & LEES SERVICE, INC	A/C REPAIRS	900.00
	LANGUAGE LINE SERVICES	TRANSLATION SVCS	41.06
	JPMORGAN CHASE BANK	SO RUBBER STMP-NOTARY	48.40
	AT&T	CONSOLIDATED PHONE BILL	673.97
	JPMORGAN CHASE BANK	HOME DEPOT-SUPPLIES	39.98
	JPMORGAN CHASE BANK	WALMART-PRISONER BOARD	153.12
	JPMORGAN CHASE BANK	ADMIRAL EXP-SUPPLIES	59.98
<b>TOTAL POLICE COMMUNICATIONS</b>			<b>2,674.51</b>
ANIMAL CONTROL	JPMORGAN CHASE BANK	OREILLY-VEHICLE PARTS	58.44
	JPMORGAN CHASE BANK	WORLEYS-SUPPLIES	11.98
	JPMORGAN CHASE BANK	AMAZING WRISTBANDS-SUPPLI	200.26
	JPMORGAN CHASE BANK	MEDVET-AC SUPPLIES	8.80
	JPMORGAN CHASE BANK	MEDVET-AC SUPPLIES	42.43
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	60.10
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	23.91
	JPMORGAN CHASE BANK	OREILLY-VEHICLE PARTS	29.99
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	351.20

## Claims List

10/4/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
ANIMAL CONTROL...	JPMORGAN CHASE BANK	LOWES-AC SUPPLIES	179.00
	JPMORGAN CHASE BANK	STROBES NMORE-VEH PARTS	180.37
	JPMORGAN CHASE BANK	WALMART-AC SUPPLIES	31.46
	JPMORGAN CHASE BANK	SERENTY PET-CREMATION	255.00
	AT&T	CONSOLIDATED PHONE BILL	24.99
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	44.94
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	15.92
	JPMORGAN CHASE BANK	AMAZON-SUPPLIES	11.66
	JPMORGAN CHASE BANK	AMAZON-SUPPLIES	11.68
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	9.42
	JPMORGAN CHASE BANK	ZOETIS-SUPPLIES	131.25
	<b>TOTAL ANIMAL CONTROL</b>		
EMERGENCY PREPAREDNES	AT&T	CONSOLIDATED PHONE BILL	14.15
<b>TOTAL EMERGENCY PREPAREDNESS</b>			<b>14.15</b>
STORMWATER	JPMORGAN CHASE BANK	TAMUK-EPA CONFERENCE	395.00
	JPMORGAN CHASE BANK	P & K EQUIP-MOWER REPAIR	889.23
	JPMORGAN CHASE BANK	ATWOOD-TRASH BAGS	29.98
	JPMORGAN CHASE BANK	ATWOOD-SAFETY BOOTS	99.99
	JPMORGAN CHASE BANK	STD SPLY-WIRE WHEEL	29.99
	JPMORGAN CHASE BANK	STD SPLY-THROTTLE CABLE	29.50
	JPMORGAN CHASE BANK	BROWN FARMS-SOD	28.00
	JPMORGAN CHASE BANK	TRANSCO-PPE	42.61
	JPMORGAN CHASE BANK	HD SUPPLY-HYDRANT WRENCH	42.38
	JPMORGAN CHASE BANK	HD SUPPLY-PIPE COLLAR	23.04
	JPMORGAN CHASE BANK	GRAINGER-PPE	10.11
	JPMORGAN CHASE BANK	P & K EQUIP-BLADES/BAR OI	150.77
	SPOK, INC.	PAGER USE	61.18
	JPMORGAN CHASE BANK	OREILLY-SPARK PLUGS	4.18
	<b>TOTAL STORMWATER</b>		
PARKS	JPMORGAN CHASE BANK	CORNERSTONE-LOCK/SUPPLIES	300.31
	JPMORGAN CHASE BANK	CORNERSTONE-SUPPLIES	22.29
	JPMORGAN CHASE BANK	CORNERSTONE-SUPPLIES	13.75
	RANDY G. MISER	PARKS OFFICE PARKING LOT	8,125.00
	ANCHOR STONE COMPANY	SCREENINGS	141.36
	JPMORGAN CHASE BANK	LOCKE-REPAIR SUPPLIES	5.60
	JPMORGAN CHASE BANK	CORNERSTONE-SUPPLIES	19.98
	JPMORGAN CHASE BANK	LOWES-CONCRETE	25.90
	JPMORGAN CHASE BANK	LOWES-REPAIR SUPPLIES	45.10
	JPMORGAN CHASE BANK	LOWES-CONCRETE	20.50
	JPMORGAN CHASE BANK	OWASSO FENCE-POST	71.40

## Claims List

10/4/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount	
PARKS...	JPMORGAN CHASE BANK	EQUIPMENT ONE-RENTAL	59.00	
	JPMORGAN CHASE BANK	LOWES-REPAIR SUPPLIES	12.47	
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	43.94	
	JPMORGAN CHASE BANK	ATWOODS-SUPPLIES	2.19	
	JPMORGAN CHASE BANK	P&K EQUIP-MOWER PARTS	99.94	
	JPMORGAN CHASE BANK	P&K EQUIPMENT-REPAIR PART	1,099.17	
	JPMORGAN CHASE BANK	LOWES-PARTS	29.74	
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	46.81	
	JPMORGAN CHASE BANK	LOWES-PAINT SUPPLIES	63.76	
	JPMORGAN CHASE BANK	LOWES-PARTS	3.78	
	UNIFIRST HOLDINGS LP	PARKS UNIFORMS	17.00	
	FREDRICK COSTIN JR	SKATE PARK MOWING	180.00	
	FREDRICK COSTIN JR	VETERANS PARK MOWING	165.00	
	FREDRICK COSTIN JR	ATOR PARK MOWING	180.00	
	FREDRICK COSTIN JR	RAYOLA PARK MOWING	516.00	
	WASHINGTON CO RURAL WATER DISTRICT	MCCARTY PARK WATER	36.00	
	PROTECTION ONE ALARM MONITORING INC	ALARM SERVICE	73.94	
	ANDREA SMITH	PARK RESTROOMS JANITORIAL	1,175.00	
	UNIFIRST HOLDINGS LP	PARKS STAFF UNIFORMS	17.32	
	UNIFIRST HOLDINGS LP	PARKS STAFF UNIFORMS	23.96	
	UNIFIRST HOLDINGS LP	PARKS STAFF UNIFORMS	23.96	
	VERDIGRIS VALLEY ELECTRIC COOP	PARKS OFFICE ELECTRICITY	144.65	
	PHILLIP R. PENNINGTON	CHAIN LINK FENCE	483.00	
	JPMORGAN CHASE BANK	EQUIPMENT ONE-RETURN	-20.00	
	AT&T	CONSOLIDATED PHONE BILL	32.52	
	JPMORGAN CHASE BANK	LOWES-PAINTING SUPPLIES	62.01	
	JPMORGAN CHASE BANK	LOWES-REPAIR SUPPLIES	56.98	
	<b>TOTAL PARKS</b>			<b>13,419.33</b>
	CULTURE AND RECREATION	PATSY L. HOUGH	HARVEST FESTIVAL	520.00
		HUNTER ENTERTAINMENT, LLC	HARVEST FESTIVAL	700.00
DUSTIN REUDELHUBER		HARVEST FESTIVAL	1,070.00	
FIREY BROS MUSIC		HARVEST FESTIVAL	400.00	
JPMORGAN CHASE BANK		CORNERSTONE-EXT CORDS	26.58	
<b>TOTAL CULTURE AND RECREATION</b>			<b>2,716.58</b>	
COMMUNITY CENTER	JPMORGAN CHASE BANK	RED BUD SVC-AC FILTERS	90.67	
	JPMORGAN CHASE BANK	ORPS-CONFERENCE FEES	300.00	
	JPMORGAN CHASE BANK	LOWES-NUTS/TILES/WASHERS	67.34	
	AT&T	CONSOLIDATED PHONE BILL	39.14	
	DRAKE SYSTEMS INC	AUGUST COPIER RENTAL FEE	210.05	
<b>TOTAL COMMUNITY CENTER</b>			<b>707.20</b>	

## Claims List

10/4/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
HISTORICAL MUSEUM	AT&T	CONSOLIDATED PHONE BILL	14.15
<b>TOTAL HISTORICAL MUSEUM</b>			<b>14.15</b>
<b>FUND GRAND TOTAL</b>			<b>38,463.69</b>
AMBULANCE SERVICE	TREASURER PETTY CASH	SR AMB DISCOUNT/THOMPSON	20.40
	AMERICAN MUNICIPAL SERVICES CORP.	COLLECTION SERVICES	340.26
<b>TOTAL AMBULANCE SERVICE</b>			<b>360.66</b>
AMBULANCE	JPMORGAN CHASE BANK	BOUND TREE-EMS SUPPLIES	423.96
	JPMORGAN CHASE BANK	FULLERTON-OXYGEN	43.50
	JPMORGAN CHASE BANK	FULLERTON-OXYGEN	43.50
	JPMORGAN CHASE BANK	FULLERTON-OXYGEN	43.50
	JPMORGAN CHASE BANK	BOUNDTREE-SUPPLIES	23.16
	JPMORGAN CHASE BANK	BOUNDTREE-SUPPLIES	830.85
	JPMORGAN CHASE BANK	ZOLL-SUPPLIES	918.40
	JPMORGAN CHASE BANK	ZOLL-SUPPLIES	1,152.48
	MEDICLAIMS INC	BILLING SERVICES	14,477.58
<b>TOTAL AMBULANCE</b>			<b>17,956.93</b>
<b>FUND GRAND TOTAL</b>			<b>18,317.59</b>
E911 COMMUNICATIONS	JPMORGAN CHASE BANK	TOTAL RADIO-MAINT CONTRCT	410.00
	MOTOROLA SOLUTIONS, INC	IR SITE MAINT @ TOWER	2,082.91
<b>TOTAL E911 COMMUNICATIONS</b>			<b>2,492.91</b>
<b>FUND GRAND TOTAL</b>			<b>2,492.91</b>
STRONG NEIGHBORHOODS	JPMORGAN CHASE BANK	GRAINGER-UTILITY CART	230.63
	JPMORGAN CHASE BANK	WALMART-OSNI DAY OF SERV	73.76
	JPMORGAN CHASE BANK	SCOREBOARD-T SHIRTS	280.00
<b>TOTAL STRONG NEIGHBORHOODS</b>			<b>584.39</b>
<b>FUND GRAND TOTAL</b>			<b>584.39</b>
STORMWATER - STORMWATER	JPMORGAN CHASE BANK	TAMUK-EPA CONFERENCE	790.00
	PRECISION LAWN CARE OF TULSA, LLC	MOWING	1,200.00
<b>TOTAL STORMWATER - STORMWATER</b>			<b>1,990.00</b>
3 LAKES CHNL/ATOR HEIGHT	FELKINS ENTERPRISES, LLC	SIGNAGE-THREE LAKES/ATOR	18.00
	MAGNUM CONSTRUCTION INC	THREE LAKES CHANNEL/ATOR	33,193.00

## Claims List

10/4/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
TOTAL 3 LAKES CHNL/ATOR HEIGHTS			33,211.00
<b>FUND GRAND TOTAL</b>			<b>35,201.00</b>
AMBULANCE CAPITAL	TREASURER PETTY CASH	SR AMB DISCOUNT/THOMPSON	3.60
TOTAL AMBULANCE CAPITAL			3.60
<b>FUND GRAND TOTAL</b>			<b>3.60</b>
CDBG15 BAPT VILL SIDEWAL	MAGNUM CONSTRUCTION INC	FY 15-16 CDBG SIDEWALK PR	44,042.57
TOTAL CDBG15 BAPT VILL SIDEWALK			44,042.57
<b>FUND GRAND TOTAL</b>			<b>44,042.57</b>
SALES TAX FUND-FIRE	PRECISION LAWN CARE OF TULSA, LLC	MOWING	250.00
	JPMORGAN CHASE BANK	CORNERSTONE-SUPPLIES	97.48
	JPMORGAN CHASE BANK	OREILLY-VEHICLE PARTS	21.58
	JPMORGAN CHASE BANK	MARANATHA KENNELS-RESCUE	2,000.00
	JPMORGAN CHASE BANK	LEVINEAUTOM-VEHICLE PARTS	70.88
	JPMORGAN CHASE BANK	LODGING EXPENSE	267.00
	JPMORGAN CHASE BANK	LODING EXPENSE	267.00
	JPMORGAN CHASE BANK	IMAGENET-MAINTENANCE	440.17
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	12.29
	JPMORGAN CHASE BANK	PIKEPASS FEES	61.05
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	11.13
	JPMORGAN CHASE BANK	ATWOODS-SUPPLIES	24.99
	JPMORGAN CHASE BANK	LOCKE SUPPLY-BALLASTS	188.54
	JPMORGAN CHASE BANK	LOCKE SUPPLY-LIGHT BULBS	99.57
	JPMORGAN CHASE BANK	LOCKE SUPPLY-LIGHT BULBS	71.12
	JPMORGAN CHASE BANK	LOCKE SUPPLY-LIGHT BULBS	110.62
	JPMORGAN CHASE BANK	CHAMBER-STATE OF THE CITY	160.00
	JPMORGAN CHASE BANK	LOWES-SHOWER VALVE	29.99
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	25.51
	JPMORGAN CHASE BANK	DRY CLEANING ST-CLEANING	80.33
	JPMORGAN CHASE BANK	NW RIVER-EQUIPMENT	824.70
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	12.00
	AT&T	CONSOLIDATED PHONE BILL	192.87
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	7.17
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	7.94
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	11.87
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	14.50
	JPMORGAN CHASE BANK	HOBBY LOBBY-SUPPLIES	17.27

## Claims List

10/4/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
SALES TAX FUND-FIRE...	JPMORGAN CHASE BANK	CONRAD FIRE-VEHICLE PRTS	142.65
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	26.00
	JPMORGAN CHASE BANK	CENTURY FUEL-VEHICLE PART	43.10
	JPMORGAN CHASE BANK	INDUSTRIAL TRCK-UTV PAINT	2,388.00
	JPMORGAN CHASE BANK	KEN KOOL-VEHICLE PARTS	204.39
	JPMORGAN CHASE BANK	STOWS-OFFICE FURNITURE	1,223.91
	JPMORGAN CHASE BANK	ADVANCE AUTO-SUPPLIES	25.08
	JPMORGAN CHASE BANK	LOCKE-LAMPS/BALLASTS	197.19
	JPMORGAN CHASE BANK	TEEX-CREDIT	-400.00
	JPMORGAN CHASE BANK	STOWS-CREDIT	-50.00
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	15.60
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	10.87
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	10.57
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	24.62
	<b>TOTAL SALES TAX FUND-FIRE</b>		
<b>FUND GRAND TOTAL</b>			<b>9,239.55</b>
SALES TAX FUND-POLICE	JPMORGAN CHASE BANK	RAY ALLEN-K9 SUPPLIES	39.59
	JPMORGAN CHASE BANK	INTERNET HOTEL-RESERV FEE	18.99
	JPMORGAN CHASE BANK	AT YOUR SERVICE-RENTAL	80.00
	JPMORGAN CHASE BANK	PUBLIC AGENCY-TRAINING	295.00
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	21.23
	JPMORGAN CHASE BANK	GREEN CO-WASTE REMOVAL	65.00
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	5.88
	JPMORGAN CHASE BANK	LODGING EXPENSE	218.67
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	5.93
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	17.94
	JPMORGAN CHASE BANK	TROPHY & PLAQUE-AWARDS	46.50
	DRAKE SYSTEMS INC	COPIER LEASE	472.05
	JPMORGAN CHASE BANK	OWASSO CHAMBER-REGISTRAT	80.00
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	14.22
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	244.18
	JPMORGAN CHASE BANK	LODGING EXPENSE	58.76
	JPMORGAN CHASE BANK	HC WAREHOUSE-SUPPLIES	115.40
	JPMORGAN CHASE BANK	GLOCK-TRAINING/BARNES	250.00
	JPMORGAN CHASE BANK	ACADEMY-FIREARM SUPPLIES	154.95
	JPMORGAN CHASE BANK	DASH MED GLOVES-SUPPLIES	487.20
	JPMORGAN CHASE BANK	AMAZON-UNIFORM ITEMS	40.67
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	63.26
	JPMORGAN CHASE BANK	OACP-TRAINING/WOODRUFF	250.00
	SPOK, INC.	PAGER USE	35.56
	AT&T	CONSOLIDATED PHONE BILL	559.75
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	11.56

## Claims List

10/4/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
SALES TAX FUND-POLICE...	TREASURER PETTY CASH	SUPPLIES	22.00
	TREASURER PETTY CASH	SUPPLIES	6.31
	TREASURER PETTY CASH	TRAVEL EXPENSE	67.06
	JPMORGAN CHASE BANK	HOME DEPOT-SUPPLIES	4.22
	JPMORGAN CHASE BANK	AMAZON-SUPPLIES	17.42
	JPMORGAN CHASE BANK	SPECIAL OPS-PD UNIFORMS	259.99
	JPMORGAN CHASE BANK	SPECIAL OPS-PD UNIFORMS	120.97
	JPMORGAN CHASE BANK	SPECIAL OPS-VEST/HUTTON	348.25
	TREASURER PETTY CASH	PARKING REIMB	8.00
	TREASURER PETTY CASH	SUPPLIES	50.00
	JPMORGAN CHASE BANK	USPS-MAILING COSTS	65.93
	JPMORGAN CHASE BANK	AMAZON-OFFICE SUPPLIES	76.13
	JPMORGAN CHASE BANK	ATWOOD-SUPPLIES	6.99
	JPMORGAN CHASE BANK	AWARD LUNCHEON	62.42
	JPMORGAN CHASE BANK	THOMSON-CLEAR ACCESS	289.81
	JPMORGAN CHASE BANK	MURPHY SANITARY-SOAP	58.44
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	99.75
	JPMORGAN CHASE BANK	TARGET-OFFICE SUPPLIES	41.53
	JPMORGAN CHASE BANK	TASER INTL-ASSURANCE PLAN	3,280.00
	JPMORGAN CHASE BANK	SAMSCLUB-SUPPLIES	211.25
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	8.99
	JPMORGAN CHASE BANK	SOUTHERN AG-K9 SUPPLIES	63.36
	JPMORGAN CHASE BANK	SOUTHERN AG-K9 SUPPLIES	127.98
	JPMORGAN CHASE BANK	SOUTHERN AG-K9 SUPPLIES	118.17
	JPMORGAN CHASE BANK	LAW ENF TARGET-TARGETS	144.30
	JPMORGAN CHASE BANK	ADMIRAL EXP-SUPPLIES	59.98
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	19.94
	JPMORGAN CHASE BANK	SAMSCLUB-SUPPLIES	51.56
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	58.47
	JPMORGAN CHASE BANK	TRAVEL EXPENSE	17.53
	JPMORGAN CHASE BANK	ULTRA MAX-AMMUNITION	1,348.00
	JPMORGAN CHASE BANK	DESERT SNOW-TRAINING	1,770.00
	JPMORGAN CHASE BANK	AMAZON-PRIME MEMBERSHIP	99.00
<b>TOTAL SALES TAX FUND-POLICE</b>			<b>12,636.04</b>
POLICE-DOJ VEST GRANT	JPMORGAN CHASE BANK	SPECIAL OPS-VEST/HUTTON	348.25
<b>TOTAL POLICE-DOJ VEST GRANT</b>			<b>348.25</b>
<b>FUND GRAND TOTAL</b>			<b>12,984.29</b>
SALES TAX FUND-STREETS	JPMORGAN CHASE BANK	AMER EQUIP-SPREADER CONTR	210.04
	JPMORGAN CHASE BANK	AMER EQUIP-SPREADER REPAI	476.51
	JPMORGAN CHASE BANK	LOWES-FIRE EXTINGUISHER	19.97

## Claims List

10/4/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
SALES TAX FUND-STREETS..	TREASURER PETTY CASH	CDL LICENSE	76.50
	SPOK, INC.	PAGER USE	101.62
	JPMORGAN CHASE BANK	HOME DEPOT-RETURN	-14.36
	JPMORGAN CHASE BANK	FASTENAL-BALL VALVE	171.66
	JPMORGAN CHASE BANK	TRANSCO-PPE	42.61
	JPMORGAN CHASE BANK	BROWNSCO-CONCRETE CURE	56.50
	JPMORGAN CHASE BANK	FASTENAL-NUTS/BOLTS	55.03
	JPMORGAN CHASE BANK	BUMP2BUMP-TERMINALS	17.80
	JPMORGAN CHASE BANK	BROWN FARMS-SOD	57.50
	JPMORGAN CHASE BANK	HOME DEPOT-EPOXY	45.77
	JPMORGAN CHASE BANK	HOME DEPOT-SEALANT	154.69
	JPMORGAN CHASE BANK	BROWNSCO-SEALANT	182.00
	JPMORGAN CHASE BANK	BUMP2BUMP-BED COATING	112.99
	JPMORGAN CHASE BANK	LOWES-CAULK	37.20
	JPMORGAN CHASE BANK	GRAINGER-PPE	10.11
	APAC-OKLAHOMA, INC.	ASPHALT	79.17
	TWIN CITIES READY MIX, INC	CONCRETE	253.13
	OWASSO TOP SOIL	DIRT	130.00
	TWIN CITIES READY MIX, INC	CONCRETE	435.63
	JPMORGAN CHASE BANK	OREILLY-TRUCK BED COATING	212.97
	JPMORGAN CHASE BANK	CORNERSTONE-SAW REPAIR	246.67
JPMORGAN CHASE BANK	BA POWDER-SANDBLAST/COAT	1,900.00	
<b>TOTAL SALES TAX FUND-STREETS</b>			<b>5,071.71</b>
<b>FUND GRAND TOTAL</b>			<b>5,071.71</b>
CI - FBO BUILDING	ADVANCED CABLING SYSTEMS	DOOR ACCESS SYSTEM	10,881.20
	JPMORGAN CHASE BANK	CONTRACT DRAPERY-BLINDS	3,195.75
<b>TOTAL CI - FBO BUILDING</b>			<b>14,076.95</b>
<b>FUND GRAND TOTAL</b>			<b>14,076.95</b>
CITY GARAGE	JPMORGAN CHASE BANK	HARD HAT SAFETY-GLOVES	60.00
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	28.36
	UNIFIRST HOLDINGS LP	UNIFORM RENTAL FEES	28.36
	JPMORGAN CHASE BANK	B&M CUSTOM-MUFFLER	89.95
	JPMORGAN CHASE BANK	SUMMIT TRUCK-KEY SWITCH	59.78
	JPMORGAN CHASE BANK	SUMMIT TRUCK-CAB MOUNT	368.17
	JPMORGAN CHASE BANK	TRUCK PRO-ROTORS/PAD SET	1,208.88
	JPMORGAN CHASE BANK	LODGING EXPENSE	187.60
	JPMORGAN CHASE BANK	B&M WAREHOUSE-OIL	1,705.28
	AT&T	CONSOLIDATED PHONE BILL	93.63
	AT&T MOBILITY	WIRELESS SERVICE	57.73

## Claims List

10/4/2016

Budget Unit Title	Vendor Name	Payable Description	Payment Amount
TOTAL CITY GARAGE			3,887.74
<b>FUND GRAND TOTAL</b>			<b>3,887.74</b>
WORKERS' COMP SELF-INS	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS EXPEN	323.00
TOTAL WORKERS' COMP SELF-INS			323.00
WORKERS' COMP SELF-INS	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS EXPEN	1,028.25
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS EXPEN	3,184.41
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS EXPEN	10,901.25
	CITY OF OWASSO IMPREST ACCOUNT	WORKERS COMP CLAIMS EXPEN	9,940.65
TOTAL WORKERS' COMP SELF-INS			25,054.56
<b>FUND GRAND TOTAL</b>			<b>25,377.56</b>
GEN LIAB-PROP SELF INS	NEWTON, O'CONNOR, TURNER & KETCHUM	CODY MATHEWS	3,784.27
	NEWTON, O'CONNOR, TURNER & KETCHUM	BRYAN SPRADLIN	204.00
	NEWTON, O'CONNOR, TURNER & KETCHUM	MIKE DENTON	52.12
	JPMORGAN CHASE BANK	MEEKS-VEHICLE STRIPING	550.00
TOTAL GEN LIAB-PROP SELF INS			4,590.39
<b>FUND GRAND TOTAL</b>			<b>4,590.39</b>
<b>CITY GRAND TOTAL</b>			<b>\$214,333.94</b>



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

**FROM:** Daniel Dearing  
Sr. Civil Engineer

**SUBJECT:** Acceptance of Urban Engineering Agreement

**DATE:** September 30, 2016

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**BACKGROUND:**

On May 17, 2005, the *Engineering Design Criteria, Construction Standards and Standard Details* for any and all developments, projects, and infrastructure improvements within the City of Owasso were adopted by the City Council. Documents required as a result of that adoption include two different agreements, one which must be submitted by the developer and one which must be submitted by the developer's engineer. The agreements are as follows:

**ENGINEER AGREEMENT:**

The agreement required to be submitted by the developer's engineer is titled "Agreement for Urban Engineering Services" (Section 0114.1(B)). This agreement requires the engineer to list all improvements associated with the proposed development, attest that all designs will be in compliance with City standards (outlined in the design criteria), pay all fees associated with the plan review, attest that he/she is a Registered Professional Engineer in the State of Oklahoma, and attest that he/she maintains Professional Liability Insurance in limits directly correlated to the cost of the project specified in the attached agreement. The liability insurance to project cost ratio schedule is as follows:

<u>Project Cost</u>	<u>Professional Liability Insurance</u>
Less than \$500,000	\$ 250,000
\$500,000 - \$1,000,000	\$ 500,000
Greater than \$1,000,000	\$1,000,000

**DEVELOPER AGREEMENT:**

The agreement required to be submitted by the developer is titled "Agreement Guaranteeing Installation of Improvements" (Section 0114.1(C)). This agreement requires the developer to submit engineering drawings for the proposed improvements, provide oversight of his/her construction contractor to assure compliance with the approved plans, and submit "as-built" drawings upon completion of the construction of improvements.

The Mayor's signature is required on the "Agreement for Urban Engineering Services" (Engineer Agreement), and therefore Council approval is needed.

**RECOMMENDATION:**

Staff recommends approval and authorization for the Mayor to execute the following "Agreement for Urban Engineering Services" (Engineers Agreement):

- Converse Surveying and Engineering, Inc., for public paving, storm sewer, and utility improvements for the IQ Car Wash.
- Olsson Associates, for public driveway for Charity Auto.
- Cowan Group Engineering, LLC, for public water lines, sanitary sewer, storm sewer, sidewalk and pavement for Somerset residential subdivision.

**ATTACHMENTS:**

"Agreement for Urban Engineering Services" – Converse Surveying and Engineering, Inc., for public paving, storm sewer, and utility improvements for the IQ Car Wash

"Agreement for Urban Engineering Services" – Olsson Associates, for public driveway for the Charity Auto

"Agreement for Urban Engineering Services" – Cowan Group Engineering, LLC, for public water lines, sanitary sewer, storm sewer, sidewalk and pavement for Somerset residential subdivision

**AGREEMENT FOR URBAN ENGINEERING SERVICES**

THIS AGREEMENT, entered into by and between the CITY OF OWASSO,

OKLAHOMA, a municipal corporation, hereinafter called "City" and

D.W. Converse, PE, PLS hereinafter called "Design Engineer".

Converse Surveying and Engineering Inc

WITNESSETH:

WHEREAS, the Design Engineer has been employed by the Owner/Developer/Subdivider of the herein described real property to prepare all project plans and specifications and to provide certain engineering services during the construction of the hereinafter sometimes referred to as the "Project", upon easements and rights-of-ways to be owned or controlled by the City; and

WHEREAS, the Design Engineer is desirous of obtaining the review (and approval) of the plans and specifications for said project by the City of Owasso Public Works Department; and

WHEREAS, the City is willing to review the plans and specifications prepared by the Design Engineer under the hereinafter described terms and conditions.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the hereinafter set forth promises and covenants, the parties hereto mutually agree as follows, to-wit;

1. The Improvements to be designed by the Design Engineer (pursuant to this Contract)

shall generally consist of the following types of improvements

Paving, Storm Sewer, and Utility Improvements

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which shall be located on the following described tract of land:

8702 N. Garnett Rd., Owasso, Oklahoma 74055

Ator Center II, Lot 4, Block 1, a re-subdivision of Lot 1, Block 1, Ator Center

SE/4 of Section 19, Township 21 North, Range 14 East, I.M., Tulsa County

(I~~Q~~ Car Wash)

2. The Design Engineer shall, in conformity with the provisions of the City's Standard Specifications for Urban Engineering Services, including the City's current Design Criteria, which are hereby incorporated and made a part of this Contract by reference, prepare project plans, specifications, and other engineering documents as may be necessary for the proper construction of the project improvement, and shall perform all construction layout surveys, and staking and periodic general construction supervision on the project improvements as they are constructed by the Owner and his Contractor.
3. The City shall review (and approve) the project plans, specifications, and other engineering documents for the construction of the project improvements prepared and submitted to the City by the Design Engineer.
4. The Design Engineer shall compensate the City for reviewing (and approving) plans and specifications for the project at the rate of One Hundred Dollars (\$100.00) for each plan sheet submitted (other than plan sheet Standard Drawings of the City of Owasso or of the Oklahoma Department of Transportation), except that the minimum charge for each project shall be One Hundred-fifty Dollars (\$150.00). Payment shall be due and payable upon presentation of the plans and specifications for the project for review by the City. PFPI plan review and permit fees are waived for governmental entities. No fees shall be collected by the City of Owasso on any public work or improvement

performed by or for any city, county, state, or federal governmental entity; provided however, that this exemption shall not constitute waiver of any ordinance requiring the issuance of such permits, and it shall apply only to such permits issued directly to the governmental entity involved.

5. The Design Engineer hereby covenants that he/she is a Registered Professional Engineer in the State of Oklahoma at the time of execution of this Contract, and should the Design Engineer cease to be a Registered Professional Engineer prior to completing performance of the terms and conditions of this Contract, the Design Engineer shall immediately notify the City and shall engage a Registered Professional Engineer acceptable to the City to complete performance of the promises and covenants contained herein.
6. The Design Engineer further covenants and agrees that he/she maintains and is covered by Professional Liability Insurance in limits of not less than those indicated in the following schedule:

<u>Project Cost</u>	<u>Professional Liability Insurance</u>
Less than \$500,000	\$250,000
\$500,000 - \$1,000,000	\$500,000
Greater than \$1,000,000	\$1,000,000

(Project Costs to be as defined in Section I of the attached Specifications for Urban Engineering Services) and that he/she will maintain same in continuous force and effect for a period of not less than three years from and after final acceptance of the project herein.

7. The Design Engineer further covenants and agrees to comply with Section I, Section II and Section III of the attached Standard Specifications for Urban Engineering Services and that these specifications become a part this contract.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives on the dates set for the below.

Executed by the City of Owasso, Oklahoma, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the Design Engineer on the 28 day of July 2016.

CITY OF OWASSO, OKLAHOMA  
a municipal corporation

BY \_\_\_\_\_  
Mayor

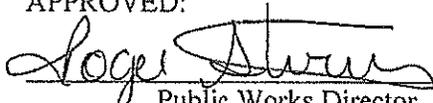
ATTEST:

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

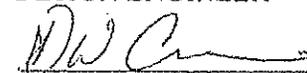
APPROVED AS TO FORM:

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

APPROVED:

  
\_\_\_\_\_  
Public Works Director

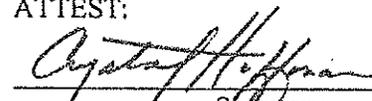
DESIGN ENGINEER

  
\_\_\_\_\_  
Design Engineer

BY President \_\_\_\_\_  
Title

Converse Surveying and Engineering Inc

ATTEST:

  
\_\_\_\_\_  
Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2016

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

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

<b>PRODUCER</b> Assurance Risk Managers, Inc. 10651 East Bethany Drive Suite 300 Aurora CO 80014-2688		<b>CONTACT NAME:</b> LeZette Brewton <b>PHONE (A/C No., Ext):</b> (303) 454-9562 <b>FAX (A/C No.):</b> (303) 454-9564 <b>E-MAIL ADDRESS:</b> lezette.brewton@arm-i.com	
<b>INSURED</b> Converse Surveying & Engineering, Inc. 3701 Lone Tree Drive Edmond OK 73025		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: RLI Insurance Co NAIC # 13056 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1651728287

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		P8B0003220	4/11/2016	9/3/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		P8A0001574	9/3/2015	9/3/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	P8W0002175	9/3/2015	9/3/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Ator Center II, Lot 4, Block 1 - Re-Subdivision of Lot 1 Block 1 of Ator Center

<b>CERTIFICATE HOLDER</b> jketner@cityofowasso.com City of Owasso P O Box 180 Owasso, OK 74055	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Lisa Isom/LAURA
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AGREEMENT FOR URBAN ENGINEERING SERVICES

THIS AGREEMENT, entered into by and between the CITY OF OWASSO,  
OKLAHOMA, a municipal corporation, hereinafter called "City" and  
Olsson Associates hereinafter called "Design Engineer".

WITNESSETH:

WHEREAS, the Design Engineer has been employed by the Owner/Developer/Subdivider of the herein described real property to prepare all project plans and specifications and to provide certain engineering services during the construction of the hereinafter sometimes referred to as the "Project", upon easements and rights-of-ways to be owned or controlled by the City; and

WHEREAS, the Design Engineer is desirous of obtaining the review (and approval) of the plans and specifications for said project by the City of Owasso Public Works Department; and

WHEREAS, the City is willing to review the plans and specifications prepared by the Design Engineer under the hereinafter described terms and conditions.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the hereinafter set forth promises and covenants, the parties hereto mutually agree as follows, to-wit;

1. The Improvements to be designed by the Design Engineer (pursuant to this Contract) shall generally consist of the following types of improvements

The civil engineering scope for public items includes an asphalt driveway.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

which shall be located on the following described tract of land:

A TRACT OF LAND COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 21 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA; THENCE N88°46'44"E A DISTANCE OF 858.00 FEET; THENCE N01°08'40"W A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE N01°08'40"W A DISTANCE OF 225.00 FEET, THENCE N88°46'44"E A DISTANCE OF 137.00 FEET, THENCE S01°08'40"E A DISTANCE OF 225.00 FEET, THENCE S88°46'44"W A DISTANCE OF 137.00 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 0.51 ACRE (22,598 S.F.) MORE OR LESS.

*(Charity Auto)*

2. The Design Engineer shall, in conformity with the provisions of the City's Standard Specifications for Urban Engineering Services, including the City's current Design Criteria, which are hereby incorporated and made a part of this Contract by reference, prepare project plans, specifications, and other engineering documents as may be necessary for the proper construction of the project improvement, and shall perform all construction layout surveys, and staking and periodic general construction supervision on the project improvements as they are constructed by the Owner and his Contractor.
3. The City shall review (and approve) the project plans, specifications, and other engineering documents for the construction of the project improvements prepared and submitted to the City by the Design Engineer.
4. The Design Engineer shall compensate the City for reviewing (and approving) plans and specifications for the project at the rate of One Hundred Dollars (\$100.00) for each plan sheet submitted (other than plan sheet Standard Drawings of the City of Owasso or of the Oklahoma Department of Transportation), except that the minimum charge for each project shall be One Hundred-fifty Dollars (\$150.00). Payment shall be due and payable upon presentation of the plans and specifications for the project for review by the City. PFPI plan review and permit fees are waived for governmental entities. No fees shall be collected by the City of Owasso on any public work or improvement

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives on the dates set for the below.

Executed by the City of Owasso, Oklahoma, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Design Engineer on the 12 day of SEPTEMBER 2016

CITY OF OWASSO, OKLAHOMA  
a municipal corporation

BY \_\_\_\_\_  
Mayor

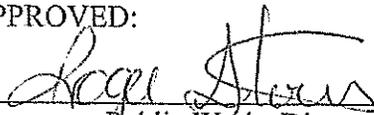
ATTEST:

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

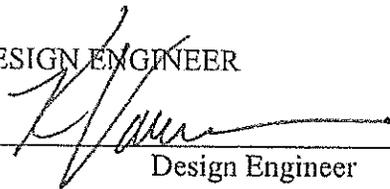
APPROVED AS TO FORM:

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

APPROVED:

  
\_\_\_\_\_  
Public Works Director

DESIGN ENGINEER

  
\_\_\_\_\_  
Design Engineer

BY SR. PROFESSIONAL ENGINEER  
Title

ATTEST:

  
\_\_\_\_\_  
Secretary

## AGREEMENT FOR URBAN ENGINEERING SERVICES

THIS AGREEMENT, entered into by and between the CITY OF OWASSO,

OKLAHOMA, a municipal corporation, hereinafter called "City" and

COWAN GROUP ENGINEERING, LLC hereinafter called "Design Engineer".

### WITNESSETH:

WHEREAS, the Design Engineer has been employed by the Owner/Developer/Subdivider of the herein described real property to prepare all project plans and specifications and to provide certain engineering services during the construction of the hereinafter sometimes referred to as the "Project", upon easements and rights-of-ways to be owned or controlled by the City; and

WHEREAS, the Design Engineer is desirous of obtaining the review (and approval) of the plans and specifications for said project by the City of Owasso Public Works Department; and

WHEREAS, the City is willing to review the plans and specifications prepared by the Design Engineer under the hereinafter described terms and conditions.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the hereinafter set forth promises and covenants, the parties hereto mutually agree as follows, to-wit;

1. The Improvements to be designed by the Design Engineer (pursuant to this Contract)

shall generally consist of the following types of improvements

Somerset residential subdivision: public water lines, public  
sanitary sewer, public storm sewer culverts along 96<sup>th</sup> St. N.,  
public sidewalks along 96<sup>th</sup> St. N. (or they may be escribed), only  
public pavement is within R/W of 96<sup>th</sup> St. N. at entry.

which shall be located on the following described tract of land:

Section 16 (SE/4); T-21-N; R-14-E

On north side of E. 9<sup>th</sup> St. N., between S. 129<sup>th</sup> E. Ave.  
and S. 145<sup>th</sup> E. Ave.

(Somerset Residential Subdivision)

2. The Design Engineer shall, in conformity with the provisions of the City's Standard Specifications for Urban Engineering Services, including the City's current Design Criteria, which are hereby incorporated and made a part of this Contract by reference, prepare project plans, specifications, and other engineering documents as may be necessary for the proper construction of the project improvement, and shall perform all construction layout surveys, and staking and periodic general construction supervision on the project improvements as they are constructed by the Owner and his Contractor.
3. The City shall review (and approve) the project plans, specifications, and other engineering documents for the construction of the project improvements prepared and submitted to the City by the Design Engineer.
4. The Design Engineer shall compensate the City for reviewing (and approving) plans and specifications for the project at the rate of One Hundred Dollars (\$100.00) for each plan sheet submitted (other than plan sheet Standard Drawings of the City of Owasso or of the Oklahoma Department of Transportation), except that the minimum charge for each project shall be One Hundred-fifty Dollars (\$150.00). Payment shall be due and payable upon presentation of the plans and specifications for the project for review by the City. PFPI plan review and permit fees are waived for governmental entities. No fees shall be collected by the City of Owasso on any public work or improvement

performed by or for any city, county, state, or federal governmental entity; provided however, that this exemption shall not constitute waiver of any ordinance requiring the issuance of such permits, and it shall apply only to such permits issued directly to the governmental entity involved.

5. The Design Engineer hereby covenants that he/she is a Registered Professional Engineer in the State of Oklahoma at the time of execution of this Contract, and should the Design Engineer cease to be a Registered Professional Engineer prior to completing performance of the terms and conditions of this Contract, the Design Engineer shall immediately notify the City and shall engage a Registered Professional Engineer acceptable to the City to complete performance of the promises and covenants contained herein.
6. The Design Engineer further covenants and agrees that he/she maintains and is covered by Professional Liability Insurance in limits of not less than those indicated in the following schedule:

<u>Project Cost</u>	<u>Professional Liability Insurance</u>
Less than \$500,000	\$250,000
\$500,000 - \$1,000,000	\$500,000
Greater than \$1,000,000	\$1,000,000

(Project Costs to be as defined in Section I of the attached Specifications for Urban Engineering Services) and that he/she will maintain same in continuous force and effect for a period of not less than three years from and after final acceptance of the project herein.

7. The Design Engineer further covenants and agrees to comply with Section I, Section II and Section III of the attached Standard Specifications for Urban Engineering Services and that these specifications become a part this contract.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives on the dates set for the below.

Executed by the City of Owasso, Oklahoma, on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Design Engineer on the 24<sup>th</sup> day of JUNE 2016.

CITY OF OWASSO, OKLAHOMA  
a municipal corporation

BY \_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED:

Roger Shivers  
Public Works Director

DESIGN ENGINEER

Cowan Group Engineering, LLC  
Design Engineer

BY [Signature]  
Title - Operations Mgr

ATTEST:

[Signature]  
Secretary



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

**FROM:** Sherry Bishop  
Assistant City Manager

**SUBJECT:** Agreement for Administration of the Sales and Use Tax Ordinances

**DATE:** September 30, 2016

---

**BACKGROUND:**

The City of Owasso's sales and use taxes are administered and collected by the OTC. The Agreement for Administration of the Sales and Use Tax Ordinances between the City and the OTC renews automatically unless there is a rate change.

Voter approval of the Vision for Owasso Sales Tax will increase the sales rate to 4.05% effective January 1, 2017. Because of the tax rate change, a new contract with the Oklahoma Tax Commission (OTC) is required.

The OTC has submitted new contracts for City Council consideration and approval. The tax rate of 4.05% is the only change from the previous contract.

**RECOMMENDATION:**

Staff recommends approval of the Agreement for Administration of the Sales and Use Tax Ordinances with the Oklahoma Tax Commission.

**ATTACHMENT:**

Agreement for Administration of the Sales and Use Tax Ordinances

AGREEMENT FOR ADMINISTRATION  
OF THE SALES AND USE TAX ORDINANCES  
OF THE CITY/TOWN AND AN AGREEMENT TO ENGAGE IN COMPLIANCE  
ACTIVITIES BY THE CITY/TOWN OF  
—Owasso—

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ pursuant to the provisions of Sections 2701 et seq. of Title 68 of the Oklahoma Statutes, between the Oklahoma Tax Commission, hereinafter referred to as "Commission," and the City/Town of Owasso, Oklahoma, hereinafter referred to as "Municipality," for the administration of effective sales and use tax ordinances on file with the Commission hereinafter referred to as "Ordinances," levying a municipal sales or use tax of \_\_\_\_\_ percent (4.05%) upon sales within or outside of the Municipality and to authorize Municipality to engage in compliance activities as hereinafter defined.

1. This Agreement is based upon the Ordinances for the collection of sales and uses taxes by the Municipality, certified copies of which are attached hereto and made a part hereof. The Municipality may, at any time and from time to time, amend or repeal the Ordinances and, to the extent that the Municipality amends or repeals the Ordinances, the Municipality shall promptly provide the Commission with a certified copy of the ordinance effecting such amendment or such repeal.

An increase or a decrease in the municipal sales or use tax rate shall become effective only on the first day of a calendar quarter. Provided, however, the sales and use tax rates levied by the Municipality if the Municipality levies both a sales and use tax, must be identical. The Municipality shall notify the Commission of an increase or a decrease at least seventy-five (75) days prior to the close of the current calendar quarter and shall provide the Commission with a certified copy of the ordinance affecting such increase or such decrease.

2. A. The Commission shall administer and shall enforce the Ordinances and shall collect the municipal sales and use tax, and the interest and penalties with respect thereto as provided in the Ordinances except as provided, in paragraph 16 below. It is recognized and acknowledged that:

(a) the Ordinances levy municipal sales tax upon all sales within the Municipality as authorized by Section 2701 of Title 68 of the Oklahoma Statutes; and

(b) the term "sale" as used in the Ordinances has the same meaning as the term "sale" has in the Oklahoma Sales Tax Code; and

(c) the Ordinances levy municipal use tax upon all transactions within or without the Municipality as authorized by Section 1411 of Title 68 of the Oklahoma Statutes; and

(d) the term "use" as used in the Ordinances have the same

meaning as the term "use" has in the Oklahoma Use Tax Code; and

(e) the permits for sales and use tax issued by the Commission shall be the sales and use tax permits used by the municipality for the enforcement and collection of sales and use taxes within and without the municipality and said permits, as issued by the Commission, shall include the zip code plus the four digit location code commonly called the zip plus 4, when available.

To facilitate such administration, such collection and such enforcement of local taxes, the Commission shall designate a Local Tax Coordinator of the Commission who shall be generally responsible for matters related to the collection of local taxes and, with respect to such matters, shall directly advise the Administrator of the Commission. The duties which may be performed by the Local Tax Coordinator and/or other employees of the Commission under his or her supervision, shall include, without limitation,

- B. (a) acting as liaison between the Commission and municipalities with respect to the administration, the collection and the enforcement of local taxes,
- (b) addressing concerns of the Commission and/or taxpayers with respect to the administration, the collection and the enforcement of municipal taxes by municipalities,
- (c) consulting with municipalities concerns and trends with respect to local taxes,
- (d) coordinating collection and enforcement actions by the Commission and municipalities with respect to local taxes,
- (e) coordinating the provision by the Commission to municipalities of information and
- (f) providing educational and other support to municipalities in their collection and enforcement efforts.

In making decisions with respect to the administration of local taxes, the Commission will consider the view expressed by the Municipality.

The Municipality shall not request that the Local Tax Coordinator perform any duties which are the sole responsibility of the Municipality.

3. The method of computing sales tax to be used by vendors in collecting both state and municipal sales tax is prescribed in Section 1362 of the Oklahoma Sales Tax Code. The method of computing use tax to be used by vendors in collecting both state and municipal use tax is prescribed in Section 1401 of the Oklahoma Use Tax Code.

4. The discount (deduction) allowed to vendors in Section 1367.1 of the Oklahoma Sales Tax Code shall be applicable to both state and local sales tax remittances. Monetary allowances provided for in 68 O.S. § 1354.31 shall also be applicable to both state and local sales tax remittances. The discount (deduction) allowed to vendors in Section 1410.1 of the Oklahoma Use Tax Code shall be applicable to both state and local use tax remittances. Monetary allowances provided for in 68 O.S. § 1354.31 shall also be applicable to both state

and local use tax remittances.

5. The Commission shall retain, as its sole compensation for its services rendered hereunder, an amount not to exceed one-half of one percent (0.5%) of the municipal sales or use taxes collected for services rendered in connection with such collections and the interest and penalties with respect thereto, collected by the Commission hereunder. The applicable percentage is set forth in Exhibit A as incorporated herein.

6. Except as otherwise provided herein, the Commission shall give no preference in applying an amount received for state, municipal and county sales or use taxes owed by a taxpayer to the extent that such amount is less than the aggregate state, municipal and county sales or use tax liability of the taxpayer. Any such amount shall be applied pro rata to the satisfaction of the claims of the Commission, the claims of the Municipality and the claims of other municipalities and counties based on the portions of the aggregate state, municipal and county sales or use tax liability of the taxpayer represented by their respective claims.

7. The municipal sales or use tax received and collected by the Commission pursuant to this Agreement shall be deposited in the State Treasury as required by law. The Commission shall use its best efforts to cause to be paid to the Municipality no later than the tenth day of each calendar month all municipal sales and use tax, and the interest and the penalties with respect thereto, received and collected by the Commission during the immediately preceding calendar month, less any amount withheld by the Commission under Paragraph 5 and less any amounts deducted by the Commission in connection with refunds hereunder.

8. The Commission shall require reports of municipal sales and use tax from vendors, shall maintain records of reports, receipts and collections from vendors. The Commission shall maintain the records in such a manner that the amount due the Municipality each month by a vendor can be determined by the Commission and can be provided to the Municipality. The requirement for the Commission to maintain its records in a verifiable form is intended to require the Commission to maintain its records in a form capable of producing reports that can be electronically downloaded into, at a minimum, an excel spreadsheet or its equivalent; the Commission will use a form which is capable of being understood by a person reviewing such records. The Commission shall make available to the Municipality a monthly statement of the municipal sales and use tax, and interest and penalties with respect thereto, received and collected by the Commission during the immediately preceding calendar month, the amounts, if any, refunded by the Commission to taxpayers during the immediately preceding calendar month and the amount withheld by the Commission under Paragraph 5. The Commission shall allow an annual review of the Commission's expenditures associated with the collection and enforcement of municipal sales and use taxes.

9. In the event a vendor remits sales or use taxes due but fails to submit city attachments, or submits a report from which the sales or use tax due Municipality cannot be determined, the Commission will allocate to Municipality such sales or use tax received pro rata based on the vendor's percentage allocation for the most recent report filed or, if no report has been filed, according to the best information available to the Commission. Such amount, and any interest and penalty as provided in Section 217 of Title 68 of the Oklahoma Statutes with respect thereto, shall be paid to the Municipality in accordance with Paragraph 7. Interest will begin as of the date the vendor remittance is deposited to the State Treasury.

10. The Municipality acknowledges that the Commission is responsible for making

refunds to taxpayers of municipal sales and use taxes previously collected by the Commission on behalf of the Municipality. The term "refunds" as used herein shall include payments made pursuant to filed claim for refund(s) or amended return(s) approved by the Commission. The Commission's determination of any taxpayer's liability for sales and use taxes shall be binding as between the Municipality and the taxpayer.

Any refund of municipal sales and use tax previously paid by the Commission to the Municipality shall be paid from subsequent collections of the municipal sales and use tax. Such refund shall be deducted from the collections payable by the Commission to the Municipality, in the immediately following calendar month following the notice requirements set out in paragraph eleven (11).

11. The Commission shall provide notice to the Municipality via the OKTap user Account to municipalities so that a municipality may view all the requests for refunds that have been filed, processed and recommended approval. All claims for refund shall be documented as outlined in OAC 710:65-11-1 upon discovery of a remittance error by the vendor. Commission, through the Local Tax Coordinator, will notify Municipality at such time the Commission determines the final amount to be refunded pursuant to a claim or remittance error. The Commission shall make available to a municipality, upon request, copies of the claims processed and recommended for approval in the amount of two thousand dollars (\$2000.00) or more and related supporting documents prior to the claim being considered for approval by the Commission. The Commission shall post the requested claim documents on the municipality's OKTap user account to comply with this requirement. Municipality agrees that any amount contained in the notice given pursuant to this section will be considered as advisory only until such time as a final determination has been made by the Commission. Any municipal sales or use tax, and/or any interest and penalties with respect thereto, paid under protest by a taxpayer to the Commission during the immediately preceding calendar month shall be paid by the Commission to the Municipality as part of the payment being made by the Commission to the Municipality. If the protested municipal sales or use tax, interest or penalties are required to be refunded, such amount and any interest required to be paid thereon will be paid out of subsequent collections by the Commission.

The municipality may request by a blanket advisement to the Commission that it be notified of any hearing wherein the Commission hears a claim for refund of a protest of an assessment. If an affected municipality shall have requested such notice in writing, the Commission shall, at the same time the parties are notified of the scheduled hearing, provide written notice of the hearing date and time via electronic mail, e-mail, or mail through the United States Postal Service to the municipality affected.

12. In the event a municipality is notified as required and set out in paragraph 11, above, that it has been paid sales or use tax funds that should have been paid to another municipality, the Tax Commission shall adhere to repayment provisions of the provisions of paragraph 10.

13. The Commission shall provide to the Municipality a full and complete list of the names and the addresses of the persons and the entities which or who report doing business within the boundary of the Municipality during the preceding calendar year via the OKTap user Account. In addition the Commission shall via OKTap provide the following:

A. additions to, and deletions from, the full and complete list of the names and the addresses of persons and entities which or who report doing business during the

preceding calendar year within the boundary of the Municipality;

B. a full and complete list of the persons and the entities specified in paragraph 12(a) which or who are more than sixty (60) days delinquent in filing and/or remitting municipal sales and use taxes pursuant to the Ordinances; and

C. a full and complete, list of all persons and all entities paying municipal sales and use tax under the Ordinances, and/or interest and penalties with respect thereto, and the amount of such remittances.

D. the number of audits completed and assessments determined by the Commission with respect to municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances during the preceding calendar year; and

Commission also agrees to provide Municipality reports in addition to those outlined above under the following terms:

A. The report is requested in writing or via e-mail, outlining the information required and regularity of the report.

B. The report complies with all terms and statutes outlined within this agreement.

C. The information requested is available to the Commission.

D. Commission will be provided a minimum of thirty (30) days to compile new requests unless otherwise agreed.

E. Commission shall provide the requested report(s) within ninety (90) days unless otherwise agreed.

14. The Commission shall monitor the administration, the collection and the enforcement of municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances. The Commission shall provide the Municipality such information as may be requested by the Municipality with respect to any protest or any refund of municipal sales or use taxes levied by the Municipality. The Municipality shall also be entitled to consult with the Commission's legal staff about protests and refunds and, to the extent that a protest or a refund involves one or more hearings, the Municipality shall, through legal counsel or other designated staff employed by the Municipality, be entitled to be present and observe such hearing(s); provided, however, the administrative law judge or the Commission may limit the number of counsel or other designated staff, if any, who may be present to the extent necessary to permit the hearing to be conducted in an orderly fashion and without undue trepidation on the part of the taxpayer.

To the extent that such documents and/or such information relates to municipal sales or use taxes, and/or interest and penalties with respect thereto, and is requested, at any time and from time to time by the Municipality, the Commission shall promptly provide to the Municipality (a) copies of applications for sales tax permits, (b) copies of sales or use tax reports, (c) copies of installment or other payment plans, if any, with taxpayers and (d) other documents and other information.

The Commission shall promptly notify the Municipality of any conduct which the Commission believes might be the basis for a criminal prosecution by the Municipality under the Ordinances and shall provide to the Municipality all of the documents and the information in the possession of the Commission with respect thereto, including, without limitation, the names of employees of the Commission who might be witnesses with respect thereto.

The Municipality acknowledges that Section 205 of Title 68 of the Oklahoma Statutes, which makes the records and the files of the Commission confidential (subject to specified exceptions) and which prohibits disclosure of such records and such files (subject to specified exceptions), includes the Commission's records and files with respect to the receipt and the collection of municipal sales and use tax. Nothing contained herein is intended to require the Commission to disclose to the Municipality any information whose disclosure to the Municipality is prohibited by Section 205.

The Commission acknowledges that (a) Section 205(c)(7) of Title 68 of the Oklahoma Statutes permits the Commission to furnish information disclosed by the records and the files of the Commission to an official person or body of this state who is concerned with the administration or the assessment of certain taxes, such as the Municipality, (b) Section 205(c)(22) of Title 68 permits the disclosure to the governing body or municipal attorney, if so designated by the governing body, of information directly involved in the resolution of issues arising out of the enforcement of a municipal sales and use tax ordinance, such as the Ordinances, pursuant to a municipal tax collection agreement, such as this Agreement, and (c) Section 22-107 of Title 11 of the Oklahoma Statutes and Section 205.1 of Title 68 of the Oklahoma Statutes permits the Commission to release specified information to municipalities.

The Municipality acknowledges that Section 205 of Title 68 of the Oklahoma Statutes may prevent the disclosure by the Municipality and persons associated with the Municipality of information which is provided by the Commission to the Municipality and that improper disclosure by the Municipality or any such person of such information may result in civil and criminal liability. The Municipality shall comply with the restrictions imposed by Section 205.

15. The Commission has the authority to enter into an installment or other payment agreement with any taxpayer, including a taxpayer prosecuted under a municipal sales or use tax ordinance, for state and local taxes owed by the taxpayer. Commission will, through its use of a pay plan in order to keep a delinquent business open, collect the liability as quickly as possible by requiring a significant down payment and completion of the pay plan in as short a period as possible. The Municipality shall be entitled to consult with the Commission's legal staff about an installment or other payment agreement prior to negotiation of such an agreement. The installment or other payment agreement shall be void if the taxpayer becomes delinquent in future tax liability or payment under the agreement becomes delinquent. The Commission shall furnish a list of all sales and use taxpayers which have entered into agreements with the Commission on a monthly basis along with the terms, conditions and status of each such installment or payment agreement.

16. In the event of termination of this Agreement, the Commission will cause to be paid over to the Municipality, all municipal sales and use tax funds in its possession then due and payable under this Agreement. The Municipality shall thereafter be liable for and shall pay any refunds of municipal sales or use tax required by law to be made, including refunds of municipal sales or use tax, penalty and interest paid under protest that must be refunded and any interest required thereon. After such termination, the Commission's liability shall extend only to the amount of such funds being held by it. The Municipality agrees to pay any interest

required by law to be paid on such refunds.

17. The Commission shall have the authority to assess and to collect, on behalf of the Municipality, the municipal sales and use taxes levied by the Ordinances, and the interest and the penalties with respect thereto, including, without limitation, any municipal sales or use tax, interest and/or penalty existing on the date hereof except as provide in paragraph 18 below.

The Municipality agrees to refrain from contacting directly persons or entities doing business within the boundary of the Municipality subject to the requirements of paragraph 19. Municipality does have the inherent authority to contact vendors within and without the municipality concerning the vendor's alleged violation of municipal ordinances prior to the initiation of criminal prosecution.

The Municipality may inquire of the Commission into the compliance of persons and entities with the Ordinances and, to the extent that the Municipality determines that any person or any entity has not complied with the Ordinances, the Municipality may request the Commission to issue a proposed assessment against such person or such entity. To the extent that the Commission receives any such request, the Commission shall review such request within 45 days. If, after said review, Commission believes that such request presents a basis for a proposed assessment, Commission shall issue a proposed assessment. Any such proposed assessment shall be resolved as provided in Sections 201 et seq. of Title 68 and the procedural rules promulgated by the Commission.

The Municipality may, at the option of the Municipality, request the Commission to initiate a show cause proceeding against a person or an entity which the Municipality believes, in good faith, not to be in compliance with the Ordinances or any provision thereof. To the extent that the Commission receives any such request, the Commission shall review such request within 45 days. If after said review, Commission believes that such request presents a basis for a show cause proceeding, Commission shall initiate a show cause proceeding. Such show cause proceeding shall be conducted as provided in the procedural rules promulgated by the Commission.

The Commission and the Municipality acknowledge the mutual interest of the Commission and the Municipality in maximizing compliance with the Ordinances and the collection of local taxes thereunder. The Municipality may, at any time and from time to time, either alone or in conjunction with other municipalities, submit a written proposal for collection and enforcement activities for consideration by the Commission; provided, however, it is expressly understood that any such written proposal must provide for coordination with the collection and enforcement activities of the Commission, provide for the use of the then applicable audit standards of the Commission and otherwise be in form and in substance to the Commission. In the event that Municipality's proposal is accepted by Commission, Municipality will be authorized to conduct the activities included in such proposal on behalf of Commission and no other action will be authorized by the Commission by a municipality or municipalities not included in the accepted proposal.

Provided further that upon the request of the municipality, either alone or in conjunction with other municipalities, the Commission shall enter into contractual agreements with the municipality or group of municipalities whereby the municipality or group of municipalities are authorized to implement or augment the Commission's enforcement through a contract with a private auditor(s) or audit firm(s) of the municipal tax. The auditor(s) or audit firm(s) shall first be approved by the Commission and once approved shall be appointed as an agent of the

Oklahoma Tax Commission for purposes of the audit. Contracts with a private auditor or audit firm are not subject to the limitations of Section 262 of title 68 of the Oklahoma Statutes, and the parties, the municipality, private auditor or audit firm and the Commission, are authorized to exchange necessary information to effectively perform the contracted audit. The municipality, its officers and employees and the private auditors or audit firms may receive all information necessary to perform the audit and shall preserve the confidentiality of such information as required by Section 205, title 68, of the Oklahoma Statutes, including the penalties set out therein. The Commission shall be furnished the audit results and all relevant supporting documentation. The municipalities shall pay for the private auditor(s) or audit firm(s) by deduction from the tax assessment resulting from said audit unless another method of payment is set out in the contract with the private auditor or audit firm. Any municipal sales and use tax funds recovered as a result of the use by the municipality of a private auditor or audit firm shall not be subject to the retention calculated by the Commission as provided in Paragraph 5 of this agreement, in addition the Commission shall pay to the municipality any retainage that the Commission shall be entitled to for collection of county sales and use tax and shall pay to the municipality the state's pro rata share of the expenses of the auditor. Provided further, the Commission shall have no obligation to any municipality that does not participate in an audit conducted under subsection D of Section 2702 of Title 68 of the Oklahoma Statutes or an audit conducted pursuant to this section.

Notice of a proposed independent audit shall be provided to the municipality and the municipality shall within 30 days provide acceptance or rejection of participation in the audit. Failure to act within the 30 day time period shall mean that the municipality shall not be included in the audit. Failure to act with respect to a particular independent audit within the 30 day time period shall relieve the Commission of its obligation to audit on behalf of the municipality with respect to that particular audit.

18. The Commission acknowledges the need for municipalities to have input into rulings made by the Commission regarding requests for waivers of penalties and interest assessed on municipal sales and use taxes. Therefore, the Commission agrees to provide municipalities with the opportunity to make recommendations regarding such waiver requests. Such notification shall not include waiver requests received by the Commission through its Voluntary Disclosure Agreement Program.

The Account Maintenance Division or the General Counsel's Office of the Commission will notify municipalities at least two weeks prior to submission of a waiver request to the Commission. The notification will apply to all waiver requests for penalties and interest that was assessed on state and local sales and use taxes in excess of Two Thousand Dollars (\$2,000.00). Any recommendation made by the municipality will be presented to the Commission at the time of consideration of the request. If the municipality fails to make a recommendation in the time allotted, the Division will present the request to the Commission without a municipal recommendation. The Division will notify the municipality of the Commission decision.

19. A City/town may commence compliance activities under the following conditions:

A. The following words and terms, when used in this Agreement, shall have the following meaning, unless the context clearly indicates otherwise:

1. "Agent" means an employee of the Municipality or person or entity acting under contract with the Municipality and certified by the Commission as an agent

for the purpose of compliance activities as set out in this agreement except for municipal criminal prosecution.

2. "Compliance activities" means all actions to assist or induce a delinquent seller to comply with applicable laws, rules and regulations, to accurately and timely collect, source, report and remit sales and use taxes within the municipality's jurisdiction and shall include:

a. The identification of and reporting to the Tax Commission any unregistered sellers making sales sourced to the municipality under the laws of this state. "Unregistered seller" shall mean any delinquent seller which has failed to apply for a sales or use tax permit with the Tax Commission. Provided, the term shall not include any out-of-state seller that does not have a legal requirement to register with the state;

b. The prosecution of any criminal violations of a municipal ordinance related to the payment of sales or use taxes. "Prosecution" shall mean the initiation of legal proceedings by the filing of a complaint in a municipal criminal court of record pursuant to Section 28-113 of Title 11 or by the filing of a complaint in a municipal court not of record pursuant to the provisions of Section 27-115 of Title 11; and

c. Any additional compliance activities that may be performed by the agent of the municipality on accounts of delinquent sellers that were assigned to the agent at the request of the municipality that do not result in a duplication of compliance activities.

Compliance activities shall not include the following activities, over which the Tax Commission shall have sole authority:

- a. Registering new taxpayer accounts,
- b. Issuing and administering taxpayer permits,
- c. Receiving returns,
- d. Receiving remittances of sales and use taxes,
- e. Issuing assessments,
- f. Conducting hearings under Section 212 of Title 68,
- g. Developing pay plans in consultation with the municipality as provided in the Agreement for Administration of the Sales and Use Tax Ordinances,
- h. Revoking permits,
- i. Taking legal action to close a business,
- j. Issuing refunds and credits,
- k. Managing audits, and
- l. Determination of taxability of sales transactions.

3. "Delinquent seller" means any person making sales of tangible personal property or services in this state, the gross receipts or gross proceeds from which are taxed by law and fails to obtain a permit, file a sales tax return as required by law, or is delinquent in whole or in part in the collection and remittance of sales or use taxes.

4. "Enhanced collections" means any remittance of past due or unpaid state sales or use taxes, including penalty and interest, obtained from a delinquent seller that was not registered, underreported, failed to report or remit, failed to comply with a payment plan, or arising from liens filed by the Tax Commission following documented compliance activity of a municipality or person or entity acting under contract with such municipality.

B. Municipality elects to engage in the compliance activities designated by notice to the Commission; provided that Municipality may change its designation upon timely notice.

C. This Agreement shall include appointment of persons or entities approved by the Commission conducting compliance activities on behalf of Municipality as agents of the Commission. No appointment shall be necessary or required for Municipality to engage in prosecution of any criminal violations of its ordinance related to the payment of sales or use taxes.

All persons, including municipal employees and employees of entities acting under contract with a municipality, that will be performing compliance activities for Municipality must meet minimum qualifications provided herein and undergo training provided by the Tax Commission. The minimum qualifications shall consist of a bachelor's degree; or an equivalent combination of education and experience, substituting one year of experience in business management, tax revenue, credit collections, or investigative work for each year of the required degree. Provided, the minimum qualifications provided herein shall not apply to employees of municipalities seeking appointment as an agent if the municipality has a population less than 25,000.

Contracts with a private auditor or audit firm are not subject to the limitations of Section 262 of title 68 of the Oklahoma Statutes, and the parties, the municipality, private auditor or audit firm and the Commission, are authorized to exchange necessary information to effectively perform the contracted audit. The municipality, its officers and employees and the private auditors or audit firms may receive all information necessary to perform the audit and shall preserve the confidentiality of such information as required by Section 205, title 68, of the Oklahoma Statutes, including the penalties set out therein.

With the execution of this Agreement, Municipality shall provide the names of all persons, including employees of Municipality, who will be performing compliance activities on behalf of Municipality. The Commission shall issue letters of appointment for all persons who meet or are exempt from the minimum requirements.

Municipality agrees to notify the Commission when additional persons are added by Municipality to conduct compliance activities on behalf of Municipality. Municipality further agrees to immediately notify the Commission of the termination of employment or cancellation of contract of any person appointed as an agent for the purposes of conducting compliance activities.

D. The Commission shall provide to Municipality and agents appointed by the Commission to perform compliance activities all information necessary to perform compliance activities. Municipality and agent shall preserve the confidentiality of the information as required by Section 205 of Title 68 of the Oklahoma Statutes. Failure to comply with the statutory confidentiality requirements shall result in immediate

withdrawal of appointment of any person to perform compliance activities and may result in civil and criminal liability.

Nothing herein shall limit Municipality's use of information provided by the Commission in prosecution of violations of Municipality's tax ordinances.

E. As provided in Section 2702(E)(3) of Title 68, the Tax Commission shall reimburse a municipality performing any of the compliance activities defined above as follows:

1. The Tax Commission shall pay to the municipality an amount equal to three-fourths of one percent ( $\frac{3}{4}$  of 1%) of enhanced collections from any unregistered seller identified and reported to the Commission by a municipality for any sales made during the period the seller was unregistered with the Tax Commission;
2. The Tax Commission shall not retain any fee and refund any fee retained from the collection of city sales and use taxes remitted as a result of the prosecution of any criminal violations of a municipal ordinance; and
3. The Tax Commission shall pay to the municipality an amount equal to three-fourths of one percent ( $\frac{3}{4}$  of 1%) of enhanced collections from any delinquent seller as a result of other compliance activities documented by the municipality or person acting under contract with such municipality.

To receive compensation, Municipality shall provide documentation of compliance activities which generated the enhanced collections. Documentation shall consist of reports, on forms prescribed by the Commission, listing the name of the delinquent seller, date of compliance activity, type of activity, and such other information as may be necessary to identify the delinquent seller, compliance activity, or enhanced collections.

The Commission shall provide reimbursements on a monthly basis and provide a monthly report to Municipality indicating, at a minimum, the name of the delinquent seller, amount of enhanced collections, and date of remittance by the delinquent seller in the previous month.

The Commission shall use its best efforts to cause reimbursements as a separate distribution to be paid to Municipality no later than the tenth day of each calendar month following the month of receipt of the report of enhanced collections filed with the Commission.

20. It is recognized and acknowledged that the Municipal Ordinances include criminal sanctions for violation of the Ordinances. Notwithstanding anything else contained herein, the Municipality shall have the exclusive authority to prosecute any criminal violations of the Ordinances and the Commission shall refrain from taking any such action. Nothing contained herein shall prevent the State of Oklahoma from prosecuting persons for crimes under state law, including, without limitation, embezzlement by a vendor of a municipal sales tax.

21. To the extent that the Municipality decides to prosecute criminally any action under this Agreement, the Commission and the Municipality shall cooperate, in good faith, to

maximize collections under the Ordinances and to minimize duplicative effort by the Commission and the Municipality.

22. Where the municipality takes the action recognized by paragraph 20 of this Agreement for prosecution to enforce its sales or use tax ordinance, all taxes shall be paid by the taxpayer directly to the Commission. Any resulting payment of municipal tax shall not be subject to the retention calculated by the Commission for the collection of city sales and use taxes as provided in Paragraph 5 of this agreement, subject to the implementation plan established in paragraph 2B of this agreement.

23. The Municipality agrees that, if there is a challenge to the constitutionality or the legality of the Ordinances or any provision thereof (other than a challenge based on the application by the Commission of the Ordinances or any provision thereof), the Municipality shall be responsible for the resolution of such challenge. If such a challenge is based on the application by the Commission of the Ordinances or any provision thereof, the Commission shall be responsible for the resolution of such challenge. The party responsible for the resolution of any challenge shall make all decisions with respect to the prosecution and the settlement of any litigation with respect to such challenge and the other party shall cooperate with the responsible party with respect to the resolution of such challenge. The Commission shall provide notice to the Municipality of any challenge. Notice will be provided within seven (7) business of the receipt of the challenge and the municipality shall be allowed to participate in any decision.

24. The change in the boundary of Municipality shall be effective for sales tax purposes only, on the first day of a calendar quarter following the enlargement of the municipal city limits. If a municipality should de-annex a territory the sales tax from business or firms located in the de-annexed area shall cease on the effective date of the de-annexation ordinance. Municipality shall give the Commission notice in writing of any annexation or de-annexation of territory to the municipality at least as required by Title 68 Oklahoma Statutes Section 2701. The notice shall include a verified copy of the boundaries of the newly annexed or de-annexed territory. In addition all Municipality limit lines shall be shown in map form, and certified to the Commission by the municipal clerk.

25. Neither Municipality nor Commission has entered into this Agreement with the intention of violating state law or the provisions of the Streamlined Sales Tax Agreement. If it is determined by either party that any provision violates either state law or the Streamlined Sales Tax Agreement, such provision of the Agreement shall be null and void. The remaining provision of the Agreement shall be in effect until the expiration or termination of the Agreement.

26. If a dispute arises from the application of paragraph nineteen (19) of this Agreement, and if the dispute cannot be settled through negotiation, the Commission and Municipality agree first to try in good faith to settle the dispute by mediation. Either party may request mediation before the Director of the Office of Management and Enterprise Services in the manner the Director deems appropriate.

27. This Agreement shall be in effect from January 1, 2017 until June 30, 2020, and shall renew without action of the parties for additional terms of one (1) year provided that the current rate has not been changed and neither party has given written notice to the other party of its intent to terminate this Agreement prior to the expiration of the then current term. Either party may terminate this contract for any reason upon thirty (30) days written notice of its intent to terminate to the other party.

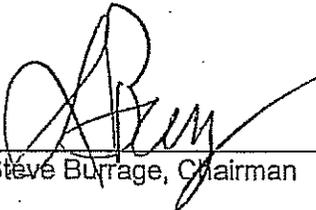
IN WITNESS WHEREOF, the parties have set their hands and affixed their official seals the day and year first above written.

THE MUNICIPALITY OF

OKLAHOMA TAX COMMISSION

\_\_\_\_\_  
A Municipal Corporation

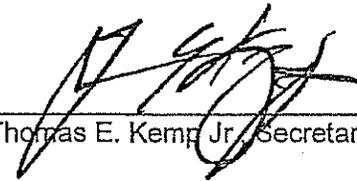
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Steve Burrage, Chairman

  
\_\_\_\_\_  
Dawn Cash, Vice-Chairman

ATTEST: (CITY SEAL)

\_\_\_\_\_  
Municipal Clerk

  
\_\_\_\_\_  
Thomas E. Kemp Jr., Secretary-Member

ATTEST: (STATE SEAL)

\_\_\_\_\_  
Assistant Secretary -- OTC

APPROVED BY THE CITY OF Owasso LEGAL DEPARTMENT

BY Julie Lombardi DATE 9-27-16

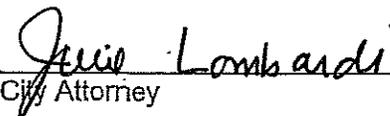
  
\_\_\_\_\_  
City Attorney

EXHIBIT A

Retention Fee = 0.5%



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

**FROM:** Bronce L. Stephenson, MPA  
Director of Community Development

**SUBJECT:** Ordinance 1087 - Updating Owasso Zoning Code

**DATE:** September 30, 2016

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Based on recent discussions and realizations that the Owasso Zoning Code and the GrOwasso 2030 Land Use Master Plan has some deficiencies and inconsistencies, staff has worked to provide solutions to the existing issues so that future development is not affected. The issues mainly concerned the Land Use Master Plan and the uses defined as allowed in the residential category.

Any Land Use Master Plan is a policy document that should be used by the Planning Commission and the City Council to make land use decisions, but the document is not codified and is not considered law. The Zoning Code and the Subdivision Regulations of the City are the codified documents that govern land use and are considered law.

Any Land Use Plan is imperfect and cannot foresee all types of development, therefore, updates and variances must be made from time to time. Our Master Plan has only 5 main categories, so each must be designed with flexibility because you cannot design and plan an entire community with only 5 governing land use categories. Our Land Use Plan was kept very simple in this regard, resulting in there being many in-between type projects that fall into a bit of a gray area (ex. Condos, townhomes, garden apartments, multi-plexes, etc). These projects should not be seen as disallowed and should always be possible given the right circumstances.

The vehicle that is typically utilized for infill projects that may fall a bit outside of the norm or may not match the surrounding uses is the Planned Unit Development (PUD). A PUD may be used at any time for any project, but it gives decision makers the ability to determine if a certain project is the right fit in a certain situation. A PUD allows focus to be on the project itself, not what it is named or zoned. Use of a PUD is a wonderful tool for projects that fall outside of what is defined within codes and policy documents.

One good thing to establish is that the term 'Density' is not a dirty word, and in fact mixed uses and densities create truer community. Zoning should never be used to homogenize a City, with only single-family homes in large lots in one part of town and smaller lots in another. A mixture of housing types and densities in close proximity make for a truer community that is walkable, vibrant and sustainable. Think of great neighborhoods in Tulsa like Cherry Street, Swan Lake, Brookside and Utica Square. What they all have in common is a mix of residential uses and densities.

A Land Use Review Committee was created including members of the Planning Commission, City Council, a member of the original Land Use Master Plan steering committee and staff:

- Doug Bonebrake – City Council
- Dr. Chris Kelley – City Council
- Dr. Paul Loving – Planning Commission

- David Vines – Planning Commission
- Brant Snap – GrOwasso Land Use Master Plan Steering Committee member
- Warren Lehr – City Manager
- Julie Lombardi – City Attorney
- Bronce Stephenson – Director of Community Development
- Marsha Hensley – Assistant City Planner
- Karl Fritschen – Chief Urban and Long Range Planner

The committee held 2 meetings to discuss possible changes to the Land Use Plan and Zoning Code that would correct the current issues, allowing for future consideration of development.

The first issue discussed was the description provided in the section titled RESIDENTIAL on the land use map. The issue stemmed from discussion of the residential area being typically detached single-family homes, giving the impression that other types of housing and higher densities were not allowed. This was not the intention of the document, so corrections were made that allows for a mixture of housing types. The changes emphasize that a PUD should be used for non-single-family developments and the zoning code allows for up to 12 units per acre, so it was clarified in this section. Other allowable housing types were mentioned as well so it did not appear that only single-family homes are allowed, but with density still controlling development. (See attached.)

The next area that was corrected was the legend of the map, where the residential category gave the impression that only single-family detached housing was allowed and that only attached housing and duplexes were allowed in the transitional category. This was a mistake made in the document, as these categories should allow for a mixture of uses and densities. The incorrect language was removed to mirror what was in past Land Use Master Plans. (See attached.)

A density table was also created that will be placed on the Land Use Plan map and within the residential chapter of the Zoning Code.

<b>Residential Densities</b>	
<b>Zoning District</b>	<b>Max Gross Density</b>
Residential Estate (RE)	1.8 DU/AC
Residential Single Family (RS-1)	3.2 DU/AC
Residential Single Family (RS-2)	4.8 DU/AC
Residential Single Family (RS-3)	6.2 DU/AC
Residential Mobile Home (RMH)	7 DU/AC
Residential Duplex (RD)	10.3 DU/AC
Residential Neighborhood Mixed (RNX)	12 DU/AC
Residential Multi-Family	>12 DU/AC

A paragraph was also added that outlined the goals of the US-169 Overlay that was mistakenly not added to the document. (See attached.)

The booklet that is the main body of the Land Use Master Plan was updated to reflect the changes made on the map insert to insure consistency in the document.

The last changes were made to the Zoning Code itself, with the largest change being made to the Land Use category called RTH (Residential Townhome). This category was created as a sometimes higher-density category that allowed for different uses between single-family homes and true higher-density apartments. Because this category was called townhome, it created

the impression that only townhomes, as defined in code, should be allowed. This was never the intention, but nonetheless it created great confusion. Staff changed the name of the category from RTH to RNX, Residential Neighborhood Mixed and provided a new definition. The densities allowed in this category (up to 12 units per acre) did not change, but the category was clarified as to what types of housing should be considered.

Residential Neighborhood Mixed (RNX): A residential zoning category that allows a mixture of neighborhood-level uses at a density no greater than 12 units per acre. This category allows for uses that fall in between typical single-family development and higher density multi-family developments such as multi-level apartment complexes. The typical allowed uses in are duplex, triplex, multi-plex, townhome, garden apartments, cottages, apartment/bungalow court, attached senior housing, condos and similar type uses. These units can be owner-occupied or rental units. These shall be reviewed as a Planned Unit Development.

The last changes that were proposed were to modify the definition of townhome (which defined ownership vs. rental requirement and should not) and to add definitions for a number of housing types that were not defined. In order to take a non-biased approach to definitions, staff utilized a definitions book created by the American Planning Association.

In order to finalize the changes to the Zoning Code and Land Use Plan, the next step is to adopt and update to the GrOwasso 2030 Land Use Master Plan by Resolution and adopt the changes to the Owasso Zoning Code through an Ordinance. The Ordinance and Resolution are attached.

**CITY COUNCIL:**

After taking this item to the July 12, 2016 Council work session, small language changes were made to the definitions for Senior Housing and Residential Neighborhood Mixed. Those changes include changing the word "elderly" to "older" in a senior housing definition and adding the requirement that all development in the new RNX District be required to utilize a Planned Unit Development. This item was brought back to the City Council for discussion at the August 9, 2016 meeting. No additional changes were made.

**PLANNING COMMISSION:**

Staff introduced this item to the Planning Commission at the June 2016 meeting and the item was taken to the August 8, 2016 meeting for recommendation to the Council. The Planning Commission voted unanimously to recommend approval of staff's recommended changes to the Owasso Zoning Code and the GrOwasso 2030 Land Use Master Plan.

**RECOMMENDATION:**

Staff recommends approval of Ordinance 1087 adopting changes to the Owasso Zoning Code.

**ATTACHMENT:**

Ordinance 1087 – Updating Owasso Zoning Code

**CITY OF OWASSO, OKLAHOMA  
ORDINANCE 1087**

**AN ORDINANCE RELATING TO THE CITY OF OWASSO ZONING CODE AS CODIFIED IN THE OWASSO CODE OF ORDINANCES, PART 12, PLANNING, ZONING AND DEVELOPMENT, CHAPTER 2, ZONING REGULATIONS, AMENDING SUB-CHAPTER 4, RESIDENTIAL DISTRICT PROVISIONS AND SUB-CHAPTER 14, DEFINITIONS, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.**

**WHEREAS**, public hearings have been held regarding the request for the amendments to the Owasso Zoning Code herein described, and

**WHEREAS**, the Owasso City Council has considered the recommendation of the Owasso Planning Commission and all statements for or against the requested amendments to the Owasso Zoning Code

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

**SECTION ONE (1):** Part 12, Planning, Zoning and Development, Chapter 2, Zoning Regulations, Sub-Chapter 4, Residential District Provisions, of the City of Owasso Zoning Code, shall be amended to read as follows:

**SECTION 400 PURPOSES OF RESIDENTIAL DISTRICTS**

**400.41 Purposes of the RNX Residential Neighborhood Mixed District**

A residential zoning category that allows a mixture of neighborhood-level uses at a density no greater than 12 units per acre. This category allows for uses that fall in between typical single-family development and higher density multi-family developments such as multi-level apartment complexes. The typical allowed uses in are duplex, triplex, multiplex, townhome, garden apartments, cottages, apartment/bungalow court, attached senior housing, condos and similar type uses. These units can be owner-occupied or rental units. Any multi-family development shall be reviewed as a Planned Unit Development.

**SECTION 410 PRINCIPAL USES PERMITTED IN RESIDENTIAL DISTRICTS**

**410.3 Uses within the RNX Residential Neighborhood Mixed Districts**

The principal uses permitted in the RNX Residential Neighborhood Mixed District, both by-right and with a specific use permit (SUP) are indicated in the following table:

Use	Allowed by Right	Allowed with SUP
Child Care Center		X
Community Center		X
Electrical Regulation Station (CNG, excluding storage or service garages)		X
Duplex		X
Library		X
Multi-family up to 12 units/acre (with PUD)	X	

Park	X	
Place of Worship		X
Pressure Control Station (CNG, excluding storage or service garages and yards)		X
Single-Family Dwelling	X	
School (Public, K-12)		X
Storm Shelter (public)		X
Townhouse		X

\*All multi-family dwellings shall be located within an approved Planned Unit Development (PUD).

The Specific Use Permit uses permitted in the RNX District shall follow the process outlined Chapter Sixteen (16), Section 16.05, Amendments and are subject to the requirements, safeguards, and conditions as may be imposed by the Planning Commission and/or City Council.

#### SECTION 430 BULK AND AREA REQUIREMENTS IN RESIDENTIAL DISTRICTS

430.1 Bulk and area requirements in the RE and RS Districts are shown on Table 2. Bulk and area requirements in the RD, RNX and RM Districts are shown on Table 3. Maximum Gross Densities for all Residential Districts are shown on Table 4.

Table 2

#### BULK AND AREA REQUIREMENTS

#### SINGLE-FAMILY DISTRICTS

	RE	RS-1	RS-2	RS-3
Lot Width (Ft)	150*	100	75	65
Lot Area (Sq Ft)	24,000	13,500	9,000	7,000
Front Yard Setback (Arterial)	35	35	35	35
Front Yard Setback (Non-Arterial)	35	35	30	25
Corner Yard Setback (Arterial)	20	20	20	20
Corner Yard Setback (Non-Arterial)	15	15	15	15
Rear Yard Setback	25	25	25	20
Side Yard Setbacks (Both Listed)	15/15	5/5	5/5	5/5

Side yard setbacks will be measured from the point of the wall that is nearest to the property line of the adjacent property.

Table 3

BULK AND AREA REQUIREMENTS  
MULTI-FAMILY DISTRICTS

	RD	RNX	RM
Lot Width (Ft)			
One and Two Family	60	N/A	N/A
Multi-Family		50	100
Lot Area (Sq Ft)			
One and Two Family	6,900	N/A	N/A
Multi-Family			
Front Yard Setback (Arterial)	35	35	35
Front Yard Setback (Non-Arterial)	25	25	10
Corner Yard Setback (Arterial)	15	20	15
Corner Yard Setback (Non-Arterial)	15	15	15
Rear Yard Setback	20	20	10
Side Yard Setbacks (both Listed)	5/5	10/10	10/10

\*\*Any multi-family developments within the RNX or RM district must be located within an approved Planned Unit Development.

Table 4

MAXIMUM GROSS DENSITY  
RESIDENTIAL DISTRICTS

The following table illustrates each residential zoning district in regards to the maximum gross density for each designation:

Residential Densities	
Zoning District	*Max Gross Density
Residential Estate (RE)	1.8 DU/AC
Residential Single Family (RS-1)	3.2 DU/AC
Residential Single Family (RS-2)	4.8 DU/AC
Residential Single Family (RS-3)	6.2 DU/AC
Residential Mobile Home (RMH)	7 DU/AC
Residential Duplex (RD)	10.3 DU/AC
Residential Neighborhood Mixed (RNX)	12 DU/AC
Residential Multi-Family	>12 DU/AC

\*Gross density utilizes the entire tract and includes all right-of-way, easements, floodplain and open space in the development.

**SECTION TWO (2): CODIFICATION**

The City of Owasso Zoning Code, Chapter 4, Residential District Provisions, as codified in the Owasso Code of Ordinances, Part 12, Planning, Zoning and Development, Chapter 2, Zoning Regulations, is hereby amended as set forth above.

**SECTION THREE (3):** Part 12, Planning, Zoning and Development, Chapter 2, Zoning Regulations, Sub-Chapter 14, Definitions, of the City of Owasso Zoning Code, shall be amended by adding the following definitions:

#### **SECTION 1400 DEFINITIONS**

**Apartment:** A room, or suite of rooms, with toilet and culinary accommodations, used or designated for use as a residence by a family, located in a building containing two or more such residences.

**Apartment/Bungalow Court:** A group of three or more attached or detached one-story residential dwellings having a common court or yard. Each dwelling will have a separate entrance.

**Cluster Housing Development:** A residential development containing attached or detached units on a limited portion of land with the remaining land areas consolidated into common open space areas.

**Density:** Expressed as dwelling units per acre or per gross acre. Dividing the total number of dwelling units existing on a housing site by the gross area in acres.

**Duplex:** A residential structure containing two dwelling units, sharing a common wall(s), each of which has direct access to the outside and is designed for occupancy by no more than two families.

**Mixed-Use Development:** A single building containing more than one type of land use or a single development of more than one building and use, where the different types of land uses are in close proximity, planned as a unified complementary whole, and functionally integrated to the use of shared vehicular and pedestrian access and parking area.

**Multi-Plex:** A building containing three or more dwelling units. Included are all forms of manufactured multifamily dwelling but excluding mobile homes.

**Residential Neighborhood Mixed (RNX):** A residential zoning category that allows a mixture of neighborhood-level uses at a density no greater than 12 units per acre. The typical allowed uses in are duplex, triplex, multi-plex, townhome, garden apartments, cottages, apartment/bungalow court, attached senior housing, condos and similar type uses. These units can be owner-occupied or rental units. These developments shall be reviewed as a Planned Unit Development.

**Senior Housing – Independent Living:** A residential complex containing multi-family dwellings designed for and principally occupied by senior citizens. No nursing care or institutional care is provided on-site. These offer minimal convenience services, but focus on attracting older residents so as to provide a social support system among the residents.

**Senior Housing – Nursing Home:** A home or residential complex licensed for the aged or chronically or incurably ill persons in which five or more of such persons not of the immediate family are provided with food and shelter or care for compensation, but not including hospitals, clinics, or similar institutions devoted primarily to the diagnosis and treatment of the sick.

**Townhouse/Townhome:** A one-family dwelling unit, with a private entrance, which is part of a structure whose dwelling units are attached horizontally in a linear arrangement, and having a

totally exposed front and rear wall to be used for access, light and ventilation.

**Triplex:** A residential structure designed exclusively for or occupied exclusively by no more than three families living independently of each other in individual units.

**SECTION FOUR (4): CODIFICATION**

The City of Owasso Zoning Code, Chapter 14, Definitions, as codified in the Owasso Code of Ordinances, Part 12, Planning, Zoning and Development, Chapter 2, Zoning Regulations, is hereby amended as set forth above.

**SECTION FIVE (5) REPEALER**

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

**SECTION SIX (6) SEVERABILITY**

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 SEVEN (7) DECLARING AN EFFECTIVE DATE**

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

**SECTION EIGHT (8) FILING OF ORDINANCE**

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 4<sup>th</sup> day of October, 2016.

\_\_\_\_\_  
Lyndell Dunn, 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:** Christopher A. Garrett  
Fire Chief

**SUBJECT:** Owasso Public Safety Operations and Training Complex  
Design Services Contract

**DATE:** September 30, 2016

---

**EXECUTIVE SUMMARY:**

Approximately ten years ago, fire department staff recognized three issues: (1) an additional fire station was needed to better protect the northern-most areas of the fire and ambulance districts; (2) with the growth of the city and city services, there was a need for a fire/police/public works training center; and (3) the space allocated to fire administration staff was already inadequate.

The fire department moved forward to address all three issues within the scope of one project. As of now, the following actions have occurred:

- Land was purchased, annexed, and rezoned to allow for the construction and operation of the facility.
- The architecture and design firm Williams Spurgeon Kuhl and Freshnock (WSKF) of Kansas City, Missouri (WSKF) was hired to design the Owasso Public Safety Operations and Training Complex Master Plan.
- The completed plan was presented to City Council and the Capital Improvements Committee.
- Capital Improvements Committee approved the project, and sent it to City Council for further consideration.
- City Council approved adding the project to the CIP List.

The next steps in the project are to contract with an architectural design and engineering firm to complete the remaining design, prepare construction documents and bidding materials, and assist city staff with the bidding process. Staff is negotiating a proposed contract with WSKF to provide the required services. Based on previous estimates, staff expects the cost of the contract to be no more than \$1,097,425. Funding for the contract would come from the Capital Improvements Fund.

Staff recommends City Council approve an architectural and engineering contract between the City of Owasso and Williams Spurgeon Kuhl and Freshnock (WSKF) of Kansas City, Missouri for the Owasso Public Safety Operations and Training Complex project, for an amount not to exceed \$1,097,425, and authorize the City Manager to execute the contract.

## **BACKGROUND:**

In 2013, fire department staff conducted an assessment of response capability and support operations to determine the need for, and priorities of, future growth. That assessment identified several areas of concern. The first concern is the geographical areas of the fire and ambulance response district where a timely response to emergency incidents was unachievable based on the physical locations of the city's three fire stations. Of those identified areas, the northernmost area presented the greatest concern due to its current population and call history, as well as the planned and anticipated commercial and residential development along the district served by E. 116 Street North, Garnett Road, N. 129 East Avenue, and Highway 169.

The second concern is the lack of a training facility where employees can develop and maintain skill competencies. More than ten years ago, city staff sought to establish a Police/Fire/Public Works training center at a location in or near the city limits. Staff failed to find a suitable location for the facility, and the economic recession that followed caused the project to be tabled indefinitely. With the exception of the police department's recently established firing range for live-weapons training, to date, all three departments lack the training facilities necessary to ensure employee safety and operational excellence.

The third concern is the lack of office space for current and future administrative staff. Approximately ten years ago, the space allotted to administrative staff had become inadequate, forcing the relocation of the Fire Marshal's Office to another facility. This separation of critical administrative functions and the addition of two administrative staff positions have made the issue more problematic.

With the passage of the half-penny sales tax in January 2015, fire department staff moved forward with purchasing a suitable tract of land, knowing that purchasing the land and the ancillary costs associated with that purchase would be the first step in providing more effective fire and ambulance services in the north and northwest areas of the fire department's response district. Of the tracts of land available in that area, staff identified a 10-acre tract of land at 11933 E. 116 Street North that was well-positioned for Fire Station No. 4, and was large enough to support a fire station, training facility, and an administrative building. In March 2015, City Council approved the purchase of the 10-acre property from Danny and Barbara Eberle for \$500,000.00. In April 2015, the city completed the purchase of the property.

In March 2016, City Council approved the contract with Williams Spurgeon Kuhl and Freshnock Architects, Inc. (WSKF) of Kansas City, Missouri for architectural design and engineering services for the project's Master Plan in the amount of \$223,970. Specifics of the master plan included:

### Fire Station No. 4:

- Living quarters and operational areas for up to eight personnel.
- Living Quarters for Shift Commander.

### Training Center:

- Multi-purpose facility designed to provide dynamic, realistic fire training involving live fire, hazardous material incidents, and technical rescues.
- Designed to provide dynamic, realistic law enforcement training (excluding live weapons) involving both common, single officer and multi-officer situations, and complex tactical situations requiring one or more teams of highly-trained law enforcement officers.
- Area for Public Works employees to use for hands-on training for confined space operations, driver training, and heavy equipment operation.

- Additional apparatus bay space for quartering reserve apparatus.

Headquarters:

- Office quarters for all current and future administrative positions in one location to enhance coordination and communication among the administrative staff.
- Police department sub-station to better serve the northern area of the city.
- Large training room to be used by fire, police, and public works personnel to support outside activities on the training center grounds, as well as by the community for meetings.
- Fire department command/coordination center during significant emergency events.

Fire department staff and WSKF presented the completed Master Plan to City Council at the August 9, 2016 Work Session. The Master Plan took into account the fire department's need to address current and future needs in all three components, maximize efficiency of space, use of the training facilities by other city departments and the community (where appropriate), and current and anticipated fire hazards within the community. Additionally, the facilities are designed to: be "50-year solutions"; utilize low maintenance construction elements; incorporate environmentally-friendly options wherever possible; and present a professional image for the city.

**REMAINING SCOPE OF DESIGN/ENGINEERING SERVICES:**

The next steps in the project are to complete the design, develop the construction documents and project bid specifications, and assist city staff with the project bidding process. Staff is negotiating a proposed contract with WSKF for the remaining pre-construction design and engineering services. (See Table 1) These proposed services would continue until the project is complete.

**Table 1: Scope of Services**

Service	Deliverable Date
Design Development (further development and refinement of the current design) + Cost Estimate	6-8 Weeks
Construction Documents (further design for bidding; complete drawings and specifications) + Cost Estimate	8-12 Weeks
Bidding/Negotiating (bidding of the project including assistance with advertising and pre-bid conference)	8 Weeks
Evaluation of Bids	
Contract Preparation	

**PROJECT TIMELINE:**

Representatives from WSKF advised city staff that it is preferable to award a construction contract in the first quarter of the year. This time frame yields lower construction costs, and provides the selected construction firm time to mobilize during challenging transitional weather patterns. As such, determining the project scope by October should allow the design team adequate time to develop construction documents and prepare the bid specifications prior to the end of the January 2017.

**FUNDING:**

Funding for the project (with the exception of the apparatus and fire/EMS equipment) would come from the Capital Improvements Fund. The fire department proposes utilizing future funding from its portion of the half-penny sales tax to secure a revenue anticipation note for the procurement of the necessary apparatus and equipment.

**RECOMMENDATION:**

Staff recommends City Council approve an architectural and engineering contract between the City of Owasso and Williams Spurgeon Kuhl and Freshnock (WSKF) of Kansas City, Missouri for the Owasso Public Safety Operations and Training Complex project, for an amount not to exceed \$1,097,425, and authorize the City Manager to execute the contract.



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

**FROM:** Julie Trout Lombardi  
City Attorney

**SUBJECT:** Proposed Renewal of Contract with Youth Services of Tulsa, Inc. for Management  
and Operation of the Owasso Youth Court

**DATE:** September 30, 2016

---

**BACKGROUND:**

The City of Owasso began contracting with Youth Services, Inc., in 2008 for implementation and operation of the Owasso Youth Court and the City Council has approved annual renewals of the contract since that time. The current contract expired on September 30, 2016. The contract provides that Youth Services will employ its specialized knowledge, skill and experience with trained personnel to administer and oversee a youth court in Owasso. Fulfillment of this goal requires recruitment and training by Youth Services of both attorney advisors and teen volunteers within the Owasso community. In addition, Youth Services employs a full-time coordinator based in Owasso to manage the Youth Court and provides counseling services as needed and used by both the Municipal and Youth Courts. Youth Services assumes all responsibility for the Youth Court's scheduling, documentation and administrative operations and is required to work closely with the Owasso Municipal Court and related staff to effectuate these duties.

From August 1, 2015, through August 31, 2016, approximately 108 youth were referred to the Owasso Youth Court for adjudication of their cases, and numerous referrals were made by the Municipal Court for counseling services. All but 18 of the youth referred successfully completed the Youth Court program. As in past years, numerous parents and teachers within the community have voiced their approval and appreciation for the program.

The Youth Court currently has several attorney advisors and approximately 57 youth volunteers. All aspects of the Youth Court, including prosecution, defense and sentencing of the youth offenders, continue to be conducted solely by teen volunteers from Owasso who receive numerous hours of instruction and training prior to participation in court proceedings.

Compensation for Youth Services in the proposed contract is \$49,500 for 2016-2017 which is payable in twelve equal monthly payments beginning on October 1, 2016. The proposed compensation is unchanged from the previous year. If renewed, the new contract will be deemed effective as of October 1, 2016, and will terminate on September 30, 2017. This item was included in the approved Fiscal Year 2017 budget. Based upon the Owasso Youth Court program's success and achievements in past years of operation, staff will recommend renewal of the contract for an additional year.

**RECOMMENDATION:**

Staff recommends approval of the contract with Youth Services of Tulsa, Inc., in the amount of \$49,500 for 2016-2017, and further recommends authorization be given to the City Manager to execute the contract as well as any additional documentation required.

**ATTACHMENT:**

Proposed contract with Youth Services, Inc. for 2016-2017

**AGREEMENT BETWEEN THE CITY OF OWASSO AND YOUTH SERVICES OF TULSA, INC. FOR THE MANAGEMENT AND OPERATION OF THE OWASSO YOUTH COURT**

The City of Owasso, Oklahoma (hereinafter referred to as "City") and Youth Services of Tulsa, Inc. (hereinafter referred to as "Youth Services") agree as follows:

The City determined in 2008 that there was a need to provide an alternative to prosecution for first time, non-violent and non-felony juvenile offenders who have committed offenses which would normally be heard in the City of Owasso's Municipal Court. The City recognizes that Youth Services has significant experience implementing and facilitating alternative venues known as Youth Courts within Tulsa County, and that Youth Services is comprised of knowledgeable people having many years experience in this field who are able to operate a Youth Court. Based upon the need faced by the City of Owasso to provide prosecution alternatives to traditional sentencing of juveniles in the municipal court setting, and upon the expertise and ability of Youth Services to establish and operate youth courts, the City and Youth Services hereby agree to mutually execute a contract to continue funding and operation of a juvenile court program. The Owasso Youth Court will be conducted by youth peers who have successfully completed the mandatory training program conducted by Youth Services. All aspects of the Owasso Youth Court shall be conducted by volunteer youth including prosecution, defense and sentencing.

The terms of this Agreement shall be effective as of October 1, 2016, and shall expire on September 30, 2017. This Agreement shall not renew automatically and will terminate on September 30, 2017, unless an extension of this Agreement, in writing, is executed by The City of Owasso and Youth Services of Tulsa, Inc. prior to the termination of the Agreement.

The City shall pay Youth Services forty-nine thousand, five hundred dollars (\$49,500) as total compensation for operation of a Youth Court for one (1) year, including the employment of a full-time coordinator who will oversee and manage the daily operations of the Owasso Youth Court. The total sum of compensation shall be paid to Youth Services in twelve (12) equal monthly payments.

Youth Services shall employ personnel with the necessary degree of knowledge, experience, training and credentials to facilitate and operate the Youth Court, and shall at all times during the pendency of this Agreement employ at least one (1) person to serve as a full-time coordinator to supervise, direct and oversee the Owasso Youth Court and serve as a liaison between the City and Youth Services. As partial compensation for this Agreement, the City shall provide two (2) office spaces in the Old Central Building for the full-time coordinator of the Owasso Youth Court and a counselor.

Youth Services shall fully train all youth peers who make application and are selected by Youth Services to participate as youth volunteers in the Youth Court program. Youth Services will work with the Owasso schools to recruit youth desiring to serve in the program and will be responsible for providing the required training before youth volunteers may serve in any official capacity within the program. Youth Services will also work with the City to obtain a list of

attorneys who might be willing to serve as attorney advisors to the Youth Court program, and shall take all other actions necessary to ensure that each Youth Court session shall have an attorney advisor present.

Youth Services shall be an independent contractor under this Agreement. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the City and Youth Services or its officers, employees, contractors or representatives for any purpose. Youth Services shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any employee (other than staff members of the City of Owasso) or other person for injuries from or connected with services performed pursuant to this Agreement.

As partial consideration for this Agreement, Youth Services agrees to indemnify, defend (at the City's option), and hold harmless the City, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (excluding death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any of the acts, omissions, negligence or willful misconduct of Youth Services, its employees, agents, officers, contractors, or their performance or failure to perform under the terms and conditions of this Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the City and in accordance with the terms, conditions and exceptions contained in the Governmental Tort Claims Act. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement

Without limiting the City's right to indemnification, Youth Services and each of its contractors shall obtain no less than, or on terms more restrictive than, the following: General Liability Insurance covering all premises and activities, with an applicable limit of liability not less than One Million Dollars (\$1,000,000) per claimant; One Million Dollars (\$1,000,000) annual aggregate; and Comprehensive Automobile Liability Insurance applicable to all owned, hired and non-owned vehicles in an amount not less than One Million Dollars (\$1,000,000) per occurrence; and Workers' Compensation Insurance Coverage in compliance with the Workers' Compensation Laws of the State of Oklahoma. Youth Services shall include the City as an Additional Insured on all required insurance policies. Youth Services shall also require its contractors to list the City as an Additional Insured. Youth Services shall submit certificates of insurance to the City's Risk Manager for approval prior to allowing any individuals to engage in any activities under this Agreement. Youth Services and its contractors shall maintain the required insurance with insurers that carry a Best's "A" rating and which are licensed and admitted to write insurance in Oklahoma. Failure of Youth Services or its contractors to obtain and maintain any required insurance shall not relieve Youth Services from any liability hereunder. Such coverage shall not be canceled or materially changed without giving the City at least thirty (30) days prior written notification thereof.

This Agreement shall be subject to termination if Youth Services fails to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement. Any waiver of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the

same or of any other covenant, condition, term or agreement herein contained, nor shall failure to require exact, full, and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping the City from enforcing the full provisions thereof.

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned, or encumbered by Youth Services.

This Agreement shall be construed under the laws of the State of Oklahoma. Exclusive original jurisdiction and venue for any action relating to this Agreement shall be solely in the Tulsa County District Courts of Oklahoma.

This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Agreement.

This document may be modified only by further written agreement. Any such modification shall not be effective unless and until executed by the parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the dates hereinafter set forth.

Executed the 4<sup>th</sup> day of October, 2016.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the dates hereinafter set forth.

**CITY OF OWASSO:**

**YOUTH SERVICES:**

\_\_\_\_\_  
**Warren Lehr**  
City Manager

\_\_\_\_\_  
**David G. Grewe**  
Executive Director

**Attest:**

\_\_\_\_\_  
**Sherry Bishop**  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
**Julie Lombardi**  
City Attorney

CITY OF OWASSO  
GENERAL FUND  
PAYROLL PAYMENT REPORT  
PAY PERIOD ENDING 09/17/16

<u>Department</u>	<u>Payroll Expenses</u>	<u>Total Expenses</u>
Municipal Court	5,844.38	8,380.51
Managerial	22,730.12	31,951.23
Finance	15,834.48	24,218.99
Human Resources	8,727.99	14,168.55
Community Development	15,792.87	25,099.86
Engineering	15,168.34	22,938.88
Information Systems	14,104.15	21,394.92
Support Services	8,501.62	12,727.71
Cemetery	1,204.69	1,822.24
Police Grant Overtime		-
Central Dispatch	20,785.01	35,012.75
Animal Control	3,991.74	5,829.20
Emergency Preparedness	1,783.98	2,527.00
Stormwater/ROW Maint.	8,928.40	12,913.61
Park Maintenance	9,485.57	14,317.38
Culture/Recreation	5,226.76	8,452.10
Community-Senior Center	3,964.11	5,619.85
Historical Museum	597.96	671.39
Economic Development	3,496.85	4,563.69
<u>General Fund Total</u>	<u>166,169.02</u>	<u>252,609.86</u>
<u>Garage Fund Total</u>	<u>4,799.60</u>	<u>7,814.95</u>
<u>Ambulance Fund Total</u>	<u>553.85</u>	<u>621.86</u>
<u>Fire Fund 37 Total</u>	<u>157,928.97</u>	<u>238,365.66</u>
<u>Police Fund 38 Total</u>	<u>143,115.53</u>	<u>217,425.14</u>
<u>Streets Fund 39 Total</u>	<u>12,278.64</u>	<u>19,431.54</u>
<u>Stormwater Fund 27 Total</u>		-
<u>Worker's Compensation Total</u>	<u>1,457.28</u>	<u>1,734.29</u>
<u>Strong Neighborhoods Total</u>	<u>3,896.20</u>	<u>5,658.76</u>

CITY OF OWASSO  
 HEALTHCARE SELF INSURANCE FUND  
 CLAIMS PAID PER AUTHORIZATION OF ORDINANCE #789 AS OF 9/29/16

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
AETNA	HEALTHCARE MEDICAL SERVICE	25,827.31
	HEALTHCARE MEDICAL SERVICE	119,239.72
	HEALTHCARE MEDICAL SERVICE	24,811.66
	HEALTHCARE MEDICAL SERVICE	42,084.42
	ADMIN FEES	13,134.54
	STOP LOSS FEES	45,456.60
	<b>HEALTHCARE DEPT TOTAL</b>	<b><u>270,554.25</u></b>
DELTA DENTAL	DENTAL MEDICAL SERVICE	6,859.20
	DENTAL MEDICAL SERVICE	6,179.71
	<b>DENTAL DEPT TOTAL</b>	<b><u>13,038.91</u></b>
	<b>HEALTHCARE SELF INSURANCE FUND TOTAL</b>	<b><u><u>283,593.16</u></u></b>