

PUBLIC NOTICE OF THE MEETING OF THE
OWASSO PUBLIC GOLF AUTHORITY (OPGA)

Council Chambers Old Central Building

109 North Birch, Owasso, OK

TUESDAY, January 19, 2021 - 6:30 PM

AGENDA

RECEIVED

JAN 15 2021 

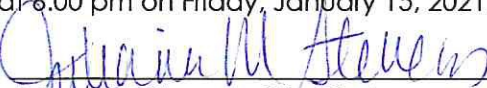
City Clerk's Office

1. **Call to Order**
Chair Bill Bush
2. **Roll Call**
3. **Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the Trustees to be routine and will be enacted by one motion. Any Trustee may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)**
 - A. Approve minutes – January 5, 2021, and January 12, 2021, Regular Meetings
 - B. Approve claims
4. **Consideration and appropriate action relating to items removed from the Consent Agenda**
5. **Consideration and appropriate action relating to a budget amendment and bids received for the Bailey Ranch Golf Club Greens and Irrigation Renovation Project**
Chris Cook

Staff recommends approval of a budget amendment increasing the FY 2020-2021 revenue estimate and the appropriation for expenditures by \$803,377.00.

Staff further recommends awarding the construction bid to Fleetwood Services, LLC, of Dallas, Texas, in the amount of \$803,377.00, and authorization to execute the necessary documents.
6. **Report from OPGA Manager**
7. **Report from OPGA Attorney**
8. **Official Notices (documents for acknowledgment or information only, no discussion or action will be taken)**
 - Payroll Payment Report – Pay Period Ending Date January 2, 2021
 - Monthly Budget Status Report - December 2020
9. **New Business (New Business is any item of business which could not have been foreseen at the time of posting of the agenda)**
10. **Adjournment**

Notice of Public Meeting filed in the office of the City Clerk on Friday, December 11, 2020 and the Agenda posted at City Hall, 200 South Main Street, at 6:00 pm on Friday, January 15, 2021.


Julian M. Stevens, City Clerk

OWASSO PUBLIC GOLF AUTHORITY (OPGA)

MINUTES OF REGULAR MEETING Tuesday, January 5, 2021

The Owasso Public Golf Authority (OPGA) met in regular session on Tuesday, January 5, 2021, in the Council Chambers at Old Central, 109 North Birch, Owasso, Oklahoma per the Notice of Public Meeting filed Friday, December 11, 2020; and the Agenda filed in the office of the City Clerk and posted at City Hall, 200 South Main Street, at 6:00 pm on Thursday, December 31, 2020.

1. Call to Order

Vice Chair Kelly Lewis called the meeting to order at 7:11 pm.

2. Roll Call

Present	Absent
Vice Chair – Kelly Lewis	Chair – Bill Bush
Trustee – Chris Kelley	
Trustee – Doug Bonebrake	
Trustee – Lyndell Dunn	

A quorum was declared present.

Staff:

Authority Manager – Warren Lehr
Authority Attorney - Julie Lombardi

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

- A. Approve minutes - December 15, 2020, Regular Meeting
- B. Approve claims

Mr. Dunn moved, seconded by Mr. Kelley to approve the Consent Agenda, as presented with claims totaling \$21,418.26.

YEA: Bonebrake, Dunn, Kelley, Lewis

NAY: None

Motion carried: 4-0

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

None

5. Report from OPGA Manager

None

6. Report from OPGA Attorney

None

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

The Vice Chair acknowledged receipt of the following:

- Payroll Payment Report – Pay Period Ending Date December 19, 2020

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

None

9. Adjournment

Mr. Dunn moved, seconded by Mr. Kelley to adjourn the meeting.

YEA: Bonebrake, Dunn, Kelley, Lewis

NAY: None

Motion carried: 4-0 and the meeting adjourned at 7:12 pm.

Kelly Lewis, Vice Chair

Juliann M. Stevens, Authority Clerk

OWASSO CITY COUNCIL, PUBLIC WORKS AUTHORITY, AND PUBLIC GOLF AUTHORITY

MINUTES OF JOINT REGULAR MEETING Tuesday, January 12, 2021

The Owasso City Council, Owasso Public Works Authority (OPWA), and Owasso Public Golf Authority (OPGA) met in a joint regular meeting on Tuesday, January 12, 2021, in the Council Chambers at Old Central, 109 North Birch Street, Owasso, Oklahoma, per the Notice of Public Meeting filed Friday, December 11, 2020; and the Agenda filed in the office of the City Clerk and posted at City Hall, 200 South Main Street, at 6:00 pm on Friday, January 8, 2021.

1. Call to Order/Roll Call

Mayor/Chair Bill Bush called the meeting to order at 6:00 pm.

Present

Mayor/Chair – Bill Bush
Vice Mayor/Vice Chair – Kelly Lewis
Councilor/Trustee – Doug Bonebrake
Councilor/Trustee – Lyndell Dunn
A quorum was declared present.

Absent

Councilor/Trustee – Chris Kelley

2. Presentation and discussion relating to the FY 2020 Audit

Linda Jones, Stacy Hammond, C.P.A. from BT&Co. (appearing via teleconference), and Robert Curfman, Audit Committee Chair, presented the item and discussion was held.

3. Discussion relating to Community Development Items

- A. Request for final plat - Morrow Place Phase II, located at the southeast corner of East 126th Street North and North 129th East Avenue
- B. Request for final plat – Trinity Presbyterian Church, located north and west of the East 76th Street North and North Memorial Road intersection
- C. Request for the partial vacation of a plat - Crossroads Christian Center, located near 11610 North 137th East Avenue
- D. Request for rezoning – 10010 North 97th East Avenue

Alexa Beemer presented item A and discussion was held. Ms. Beemer presented item D and read into the record an email from Jay and Janice Harness, dated Tuesday, January 5, 2021, and discussion was held. Karl Fritschen presented items B and C, and discussion was held. It was further explained that these items would be placed on the January 19, 2021, City Council agenda for consideration and action.

4. Discussion relating to Public Works Department items

- A. Proposed Funding Agreements – railroad crossing improvements at East 106th Street North and North Mingo Road and East 97th Street North and Mingo Road
- B. Proposed Interlocal Agreement –2021 Street Rehabilitation Program (East 106th Street from Mingo Road to North 135th East Avenue)
- C. Proposed Change Order #1 – 2020 Street Rehabilitation Program

Roger Stevens presented each item and discussion was held. It was further explained that these items would be placed on the January 19, 2021, City Council agenda for consideration and action.

5. Discussion relating to the Greens Replacement Project at Bailey Ranch Golf Course

Corey Burd and Chris Cook presented the item and discussion was held. It was further explained that this item would be placed on the January 19, 2021, Owasso Public Golf Authority agenda for consideration and action.

6. Discussion relating to City Manager items

- A.** Monthly sales tax report
- B.** City Manager report

Warren Lehr introduced Linda Jones to present item A and discussion was held. Mr. Lehr commented on the FY 2020 Audit, and the East 116th Street North Striping Project from 135th East Avenue to 129th East Avenue.

7. City Councilor/Trustee comments and inquiries

Mr. Bonebrake and Mr. Bush commented on the City's audit process.

8. Adjournment

The meeting adjourned at 7:24 pm.

Bill Bush, Mayor/Chair

Juliann M. Stevens, City Clerk

Claims List - 1/19/2021

Fund	Vendor Name	Payable Description	Payment Amount
55	OPGA	JPMORGAN CHASE BANK	LOWES-SUPPLIES \$34.98
		JPMORGAN CHASE BANK	OREILLY-REFUND (\$83.08)
CART OPERATIONS - Total			(\$48.10)
	AT&T	CONSOLIDATED PHONE	\$13.48
	CITY GARAGE	LABOR/OVERHEAD CHARGE - J	\$75.83
	JPMORGAN CHASE BANK	FREEDOM-OIL REMOVAL	\$150.00
	JPMORGAN CHASE BANK	KANSAS GOLF-BEARINGS	\$60.64
	JPMORGAN CHASE BANK	KANSAS GOLF-PARTS	\$26.91
	JPMORGAN CHASE BANK	OREILLY-PARTS	\$116.91
	JPMORGAN CHASE BANK	OREILLY-SUPPLIES	\$32.96
	JPMORGAN CHASE BANK	RR PROD-BEARINGS/SEAL	\$35.95
	JPMORGAN CHASE BANK	RR PROD-BLADE REEL	\$240.95
	JPMORGAN CHASE BANK	RR PROD-MOWER REEL	\$276.67
	ONEOK, INC OKLAHOMA NATURAL GAS	NATURAL GAS USAGE	\$157.92
	TCF NATIONAL BANK	MAINT EQUIP LEASE	\$5,207.39
	UNIFIRST HOLDINGS LP	ENV CHARGE	\$22.00
	UNIFIRST HOLDINGS LP	JANITORIAL	\$34.00
	UNIFIRST HOLDINGS LP	SHOP TOWEL SERVICE	\$34.56
	UNIFIRST HOLDINGS LP	UNIFORM SERVICE	\$23.94
	VERIZON WIRELESS	WIRELESS CONNECTION	\$40.95
COURSE MAINT - Total			\$6,551.06
	JPMORGAN CHASE BANK	SAMS-SUPPLIES	\$8.98
	JPMORGAN CHASE BANK	SYSCO-SUPPLIES	\$221.05
FOOD & BEV - Total			\$230.03
	AT&T	CONSOLIDATED PHONE	\$26.97
	CYBERGOLF LLC	WEBHOSTING	\$585.00
	JPMORGAN CHASE BANK	COX-CABLE	\$96.63
	JPMORGAN CHASE BANK	EZ MAG-CART COVERS	\$2,436.00
	JPMORGAN CHASE BANK	UNIFIRST-RUG SERVICE	\$47.84
	JPMORGAN CHASE BANK	VENDORPROOF-DUES	\$45.00
	JPMORGAN CHASE BANK	WALMART-SUPPLIES	\$64.90
	JPMORGAN CHASE BANK	WASTE MGMT-REF SVC	\$598.76
	OKLAHOMA GOLF ASSOCIATION	DUES	\$100.00
	ONEOK, INC OKLAHOMA NATURAL GAS	NATURAL GAS USAGE	\$385.09
GOLF ADMIN - Total			\$4,386.19
	JPMORGAN CHASE BANK	PSI SVC-TRAINING	\$47.00
GOLF SHOP - Total			\$47.00
	JPMORGAN CHASE BANK	SAMS-FOOD	\$238.39
	JPMORGAN CHASE BANK	SYSCO-FOOD	\$109.02
OPGA - Total			\$347.41
OPGA - Total			\$11,513.59
OPGA Grand Total			\$11,513.59



TO: The Honorable Chair and Trustees
Owasso Public Golf Authority (OPGA)

FROM: Chris Cook
Golf Course Superintendent

SUBJECT: Budget Amendment and Bailey Ranch Golf Club Greens and Irrigation
Renovation Bid Award

DATE: January 15, 2021

BACKGROUND:

Bailey Ranch Golf Club was constructed in 1992 with Bentgrass greens and a Rainbird irrigation system. Over the past twenty-eight (28) years, the Bentgrass on the greens has struggled to survive the hot Oklahoma summers and depending on the year, has not met customer expectations despite intense management practices. The greens are the Golf Club's biggest asset and its reputation is derived from the quality of the turf on the greens. It is in the OPGA's best interest to maintain a more robust turf that will handle the rigors of heavy public play and extreme heat for long periods of time each summer. The old, cool-season turf currently on the greens is not able to handle either of these conditions without constant care and some luck.

The course irrigation system is a complex piece of infrastructure that is critical to the success of the golf course. It has been said that a golf course is only as good as its irrigation system. In 2019, the OPGA approved the purchase of an irrigation control panel. This panel is located within the pump house and will remain in service and will not need to be replaced during this project. Staff expects this panel to remain in service for the next 10-15 years. While the current system has provided decades of reliable service over the past several years, there has been a noticeable decrease in reliability and an increase in repair costs of the field electrical components.

PROPOSED WORK:

Converting the greens to TifEagle Ultradwarf Bermuda grass gives staff the ability to have dense, firm, smooth and healthy greens every golf season, regardless of the weather. The original greens have also shrunk in size over the decades due to Bermuda grass encroachment, and the proposed regrass project would be a perfect time to expand the greens and recapture the original size and shape of the surfaces. According to the American Society of Golf Course Architects, the average lifespan of a golf green is fifteen to thirty (15-30) years.

Additionally, staff developed a plan to address upgrading the irrigation system. The upgrades contained within this project would allow staff to keep all the functioning items of the system intact, such as a majority of the PVC pipe, sprinkler heads and electric valves, while replacing all the electrical field and office control components. The proposed upgrade will allow the system to maintain optimum reliability and functionality well into the future. The new system will also give more accuracy with the watering, making it easier to provide a healthy, playable golf course while conserving water supply. According to the American Society of Golf Course Architects, the average lifespan of a golf course irrigation system is ten to thirty (10-30) years.

SOLICITATION OF BIDS:

The bid advertisement in accordance with state statutes occurred on November 20, 2020, and November 27, 2020. A non-mandatory pre-bid meeting was held virtually on December 10, 2020, with approximately fifteen (15) entities participating. Bids were opened on December 17, 2020, with a total of five (5) contractors submitting bids.

City staff completed the bid tabulation, and Fleetwood Services, LLC, was determined to be the lowest qualified bidder. The bid amount provided by Fleetwood Services, LLC, is \$803,377.00, and includes a \$75,000.00 contingency.

FUNDING:

Funding will be provided by excess revenues in the General Fund and will require a budget amendment in the OPGA Fund.

RECOMMENDATIONS:

Staff recommends a budget amendment in the OPGA Fund increasing the FY 2020-2021 revenue estimate and the appropriation for expenditures by \$803,377.00. Staff further recommends awarding the construction bid to Fleetwood Services, LLC, of Dallas, Texas, in the amount of \$803,377.00, and authorization to execute the necessary documents.

ATTACHMENTS:

Bid Tabulation
Agreement

CITY OF OWASSO, OKLAHOMA
Bailey Ranch Golf Club Greens Renovation & Irrigation Replacement
Bid Opening: December 17, 2020

BID DOCUMENTATION

Number of Bids: 5
Bids Opened By: Darby Hickman
Witnesses: Daniel Dearing
Chris Cook

BIDDER	Base Bid
Fleetwood Services	\$803,377.00
American Native Ventures	\$870,458.25
Landscapes Unlimited	\$912,580.00
Wadsworth Golf Construction	\$958,628.00
United Golf	\$961,959.00

Certification:

I, Darby Hickman, Contract Administrator, do hereby certify that, to the best of my knowledge, this Bid Documentation is true and correct.

Signature:



Date: December 17, 2020

SECTION 00300

AGREEMENT

THIS AGREEMENT is dated as of the 5th day of January, 2021, by and between The OWASSO PUBLIC GOLF AUTHORITY, Owasso, Oklahoma (hereinafter called OWNER) and **Fleetwood Services, LLC** (hereinafter called CONTRACTOR).

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

ARTICLE 1. WORK

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

Bailey Ranch Golf Club Greens Renovation and Irrigation Replacement

The project for which the Work under the contract documents may be the whole or only a part, is described as follows:

Greens renovations and irrigation improvements at the Bailey Ranch Golf Club. Work will include the resurfacing of all greens, collars and par 3 tee boxes and the upgrading the irrigation system.

ARTICLE 2. ENGINEER

The project has been assigned to the Project Manager or his/her duly authorized representative, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Work will be substantially completed within **one hundred sixty five (165)** calendar days from the date of Notice to Proceed, and completed and ready for final payment in accordance with the General Conditions within **one hundred ninety five (195)** calendar days from the date of Notice to Proceed. The date of final completion will, therefore, be on or before _____, _____.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER, if the Work is any such proof. OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Thousand Dollars (\$1,000.00) for each consecutive calendar day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand Dollars (\$1000.00) for each consecutive calendar day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

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

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

4.3 CONTRACT AMOUNT: Contract Amount is Eight Hundred Three Thousand and Three Hundred Seventy Seven Dollars and No/100, \$803,377.00.

ARTICLE 5. PAYMENT PROCEDURES

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

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

5.1.1 Progress payments shall not exceed an amount equal to 95% of the WORK completed until such time as CONTRACTOR shall complete in excess of fifty percent (50%) of the contract amount.

5.1.2 Upon completion in excess of fifty percent (50%) of the total contract amount, Owner shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as OWNER shall determine in accordance with the

General Conditions, provided that OWNER has determined that satisfactory progress is being made and upon approval by the Surety.

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

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

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

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

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

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

6.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or

contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including the General Conditions.

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

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

6.7 CONTRACTOR has obligated himself/herself to the OWNER to be responsible for the workmanship, labor and materials used in the project for one (1) year after the project has been accepted by the OWNER.

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

ARTICLE 7. CONTRACT DOCUMENTS

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

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

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

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

ARTICLE 8. MISCELLANEOUS

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

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

8.3 OWNER and CONTRACTOR each binds himself/herself, his/her partners, successors, assigns, and legal representatives to the other party hereto, his/her partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

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

This Agreement will be effective on January 5th, 2021

OWNER:

CONTRACTOR:

By _____
Bill Bush, Chair

By _____

(SEAL)

(SEAL)

ATTEST:

Juliann M. Stevens, Authority Clerk

Title

Title

Address for giving notices:

OWASSO PUBLIC GOLF AUTHORITY
PO Box 180
Owasso, OK 74055

OWASSO PUBLIC GOLF AUTHORITY
PAYROLL PAYMENT REPORT
PAY PERIOD ENDING DATE 01/02/21

<u>Department</u>	<u>Payroll Expenses</u>	<u>Total Expenses</u>
600 Golf Shop Operations	5,026.39	8,593.70
605 Cart Operations	907.94	1,020.53
610 Golf Course Operations	8,279.45	14,509.03
670 Food & Beverage	1,900.02	3,431.32
690 General & Administration	3,611.92	5,280.13
<hr/> FUND TOTAL	<hr/> 19,725.72	<hr/> 32,834.71

CITY OF OWASSO
OWASSO PUBLIC GOLF AUTHORITY
FISCAL YEAR 2020-2021
Budgetary Basis
Statement of Revenues & Expenses
As of December 31, 2020

	<u>MONTH TO-DATE</u>	<u>YEAR TO-DATE</u>	<u>BUDGET</u>	<u>PERCENT OF BUDGET</u>
OPERATING REVENUES:				
Golf shop fees	\$ 27,262	\$ 370,338	\$ 512,467	72.27%
Merchandise sales	5,825	80,115	163,230	49.08%
COS -- merchandise	(4,086)	(51,510)	(118,349)	43.52%
Cart Rental	6,294	132,496	142,931	92.70%
Food & beverage	4,144	91,874	134,139	68.49%
COS -- food & beverage	(2,041)	(43,264)	(67,487)	64.11%
TOTAL OPERATING REVENUES	<u>\$ 37,398</u>	<u>\$ 580,048</u>	<u>\$ 766,931</u>	75.63%
OPERATING EXPENSES:				
Golf Shop	(18,872)	(116,586)	\$ (276,141)	42.22%
Cart Operations	(10,460)	(64,492)	(120,058)	53.72%
Golf Course Maintenance	(37,138)	(366,449)	(731,714)	50.08%
Food & Beverage	(7,984)	(75,518)	(140,778)	53.64%
Golf Administration	(16,970)	(118,707)	(227,912)	52.08%
Capital Outlay	-	-	(75,400)	0.00%
TOTAL OPERATING EXPENSES	<u>\$ (91,423)</u>	<u>\$ (741,752)</u>	<u>\$ (1,572,003)</u>	47.19%
OPERATING REVENUES OVER (UNDER) EXPENDITURES	<u>\$ (54,025)</u>	<u>\$ (161,704)</u>	<u>\$ (805,072)</u>	
NONOPERATING REVENUES (EXPENSES):				
Transfer from General	\$ 45,570	\$ 681,518	\$ 929,672	73.31%
Transfer from OPWA	-	-	326,201	0.00%
Other revenues/(expenses)	4	58	-	
TOTAL NONOPERATING REVENUES (EXPENSES):	<u>\$ 45,574</u>	<u>\$ 681,576</u>	<u>\$ 1,255,873</u>	54.27%
NET INCOME (LOSS)	<u>\$ (8,451)</u>	\$ 519,872	\$ 450,801	
ENCUMBRANCES OUTSTANDING		\$ (69,071)		
FUND BALANCE (Budgetary Basis)				
Beginning Balance		(1,484,615)	(1,484,615)	
Ending Balance		<u>\$ (1,033,814)</u>	<u>\$ (1,033,814)</u>	