

CITY OF SAPULPA, OKLAHOMA
COUNCIL PROCEEDINGS
Meeting of February 18, 2019

The City Council of Sapulpa, Oklahoma, met in regular session Monday, February 18, 2019, at 7:00 o'clock P.M. in the City Hall Council Chambers, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Present: Reg Green, Mayor
Louis Martin, Jr., Vice-Mayor
John Anderson, Councilor
Marty Cummins, Councilor
Wes Galloway, Councilor
Carla Gunn, Councilor
Craig Henderson, Councilor
Hugo Naifeh, Councilor

Absent: Bruce Bledsoe, City Councilor
Carla Stinnett, Councilor

Staff Present: Joan Riley, City Manager; Pam Vann, City Treasurer /
Finance Director; Shirley Burzio, City Clerk

1. INVOCATION.

The invocation was given by Rev. Johnny Merrill, pastor of The Way Church.

2. PLEDGE OF ALLEGIANCE.

Mayor Reg Green led the "Pledge of Allegiance."

3. MINUTES AND CONSENT ITEMS.

Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Hugo Naifeh, to approve the following:

- A.** Approve the minutes of the February 4, 2019, regular city council meeting;

B. Approve claims in the amount of \$604,113.21.

ROLL CALL: AYE: Reg Green, Louis Martin, Jr., John Anderson,
Bruce Bledsoe, Marty Cummins, Carla Gunn,
Craig Henderson, Hugo Naifeh

MOTION CARRIED

4. **APPOINTMENTS, AWARDS, PRESENTATIONS, AND PROCLAMATIONS.**

Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Marty Cummins, to approve the following appointments:

A. **Administration and Finance:**

Mayor Reg Green, Chairman
Vice-Mayor Louis Martin
Councilor Craig Henderson
Councilor Hugo Naifeh

Community and Economic Development:

Mayor Reg Green, Chairman
Councilor Craig Henderson
Councilor Carla Stinnett
Councilor Carla Gunn

Intergovernmental Relations:

Councilor John Anderson, Chairman
Councilor Marty Cummins
Councilor Wes Galloway
Councilor Carla Gunn

Public Safety and Justice:

Councilor Marty Cummins, Chairman
Councilor John Anderson
Councilor Carla Stinnett
Councilor Bruce Bledsoe

Public Works and Transportation:

Vice-Mayor Louis Martin, Chairman
Councilor John Anderson
Councilor Marty Cummins
Councilor Bruce Bledsoe

B. Sapulpa Board of Adjustment:

Tom Hughes, reappointment to a three year term, with said term expiring January 2020.

Rick Engleman, reappointment to a three year term, with said term expiring January 2020.

Deborah Frost, reappointment to a three year term, with said term expiring January 2020.

John Mark Young, reappointment to a three year term, with said term expiring January 2022.

C. Historical Preservation Committee:

Rick Engleman, reappointment to a one year term, with said term expiring August 2019.

Tami Fleak, reappointment to a one year term, with said term expiring August 2019.

D. Regional 911 Board:

Deputy Chief Pete Sellers to serve as Deputy Director for an indefinite term.

ROLL CALL: AYE: Reg Green, Louis Martin, Jr., John Anderson, Marty Cummins, Wes Galloway, Carla Gunn, Craig Henderson, Hugo Naifeh

MOTION CARRIED

5. PUBLIC HEARINGS.

A. The second public hearing to provide information and receive public comment regarding Tax Increment District Number Five, SeneGence Increment District, in the City of Sapulpa, Oklahoma, was held.

Ms. Carla Cale, a Kellyville School District taxpayer, commented on the length of the term for the TIF district.

6. ADMINISTRATION.

- A.** Motion was made by Councilor Hugo Naifeh, seconded by Vice-Mayor Louis Martin, to approve the adoption of an Ordinance approving and adopting that certain project plan relating to Increment District Number Five, City of Sapulpa, Oklahoma ("Senegence Increment District") dated November 14, 2018; ratifying and confirming actions, recommendations and findings; establishing "Increment District Number Five, City of Sapulpa, Oklahoma"; designating and adopting project area and increment district boundaries; adopting certain findings; apportioning incremental ad valorem revenues; creating the Senegence Increment District Apportionment Fund; designating the Sapulpa Development Authority as the public entity to carry out and administer the project plan and authorizing the Authority to make minor plan amendments; repeal or modification of ordinance; designating the chairman of the Sapulpa Development Authority as the person in charge of the administration of the plan; providing for severability; and containing other provisions relating thereto. (Ordinance No. 2811)

ROLL CALL: AYE: Reg Green, Louis Martin, Jr., John Anderson, Marty Cummins, Wes Galloway, Carla Gunn, Craig Henderson, Hugo Naifeh

MOTION CARRIED

- B.** Motion was made by Councilor Craig Henderson, seconded by Vice-Mayor Louis Martin, to approve the professional services agreement for engineering services with Tetra Tech for on-call engineering services.

ROLL CALL: AYE: Reg Green, Louis Martin, Jr., John Anderson, Marty Cummins, Wes Galloway, Carla Gunn, Craig Henderson, Hugo Naifeh

MOTION CARRIED

7. PUBLIC COMMENTS.

There were no comments made to the council.

8. **ADJOURNMENT.**

There being no further business to consider, motion was made by Vice-Mayor Louis Martin, seconded by Councilor Hugo Naifeh, to adjourn the meeting.

ROLL CALL: AYE: Reg Green, Louis Martin, Jr., John Anderson, Marty Cummins, Wes Galloway, Carla Gunn, Craig Henderson, Hugo Naifeh

MOTION CARRIED

Mayor

Attest:

City Clerk



AGENDA ITEM

City Council Regular

5.A.

Meeting Date: February 18, 2019

Submitted By: Shirley Burzio, City Clerk

Department: City Clerk

Presented By:

SUBJECT:

Consider approving the minutes of the February 4, 2019, regular city council meeting.

BACKGROUND:

RECOMMENDATION:

Attachments

[minutes.02/04/2019 city](#)

CITY OF SAPULPA, OKLAHOMA
COUNCIL PROCEEDINGS
Meeting of February 4, 2019

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Present: Reg Green, Mayor
 Louis Martin, Jr., Vice-Mayor
 John Anderson, Councilor
 Bruce Bledsoe, City Councilor
 Marty Cummins, Councilor
 Carla Gunn, Councilor
 Craig Henderson, Councilor
 Hugo Naifeh, Councilor
 Carla Stinnett, Councilor

Absent: Wes Galloway, Councilor

Staff Present: Pam Vann, City Treasurer / Finance Director; David Widdoes, City Attorney; Shirley Burzio, City Clerk; Mike Haefner, Police Chief

1. INVOCATION.

The invocation was given by Vice-Mayor Louis Martin.

2. PLEDGE OF ALLEGIANCE.

Mayor Reg Green led the Pledge of Allegiance.

3. MINUTES AND CONSENT ITEMS.

Motion was made by Councilor Craig Henderson, seconded by Vice-Mayor Louis Martin, to approve the following items of business:

- A.** Approve the minutes of the January 22, 2019, regular city council meeting;
- B.** Approve claims in the amount of \$482,011.07.

ROLL CALL: AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Carla Gunn, Craig Henderson, Hugo Naifeh, Carla Stinnett

MOTION CARRIED

4. ADMINISTRATION.

- A.** Motion was made by Councilor Hugo Naifeh, seconded by Councilor Craig Henderson, to approve the agreement between LeadsOnline and the Sapulpa Police Department for an electronic reporting and criminal investigation system for collecting, receiving, and transmitting data for use by city law enforcement in the annual amount of \$3,227.00.

ROLL CALL: AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Carla Gunn, Craig Henderson, Hugo Naifeh, Carla Stinnett

MOTION CARRIED

- B.** Motion was made by Councilor Hugo Naifeh, seconded by Vice-Mayor Louis Martin, to approve an addendum to the lease agreement with Glass Design, Inc., for the property located at 8810 West 100th Street South, Sapulpa, Oklahoma, by extending the lease through December 31, 2019, for an additional 10 month period.

ROLL CALL: AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Carla Gunn, Craig Henderson, Hugo Naifeh, Carla Stinnett

MOTION CARRIED

5. PUBLIC COMMENTS.

There were no comments made by the public.

6. **ADJOURNMENT.**

There being no further business to consider, motion was made by Vice-Mayor Louis Martin, seconded by Councilor Craig Henderson, to adjourn the meeting.

ROLL CALL: AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Carla Gunn, Craig Henderson, Hugo Naifeh, Carla Stinnett

MOTION CARRIED

Mayor

Attest:

City Clerk



Consent Agenda 7.A.

City Council Regular

Meeting Date: February 18, 2019

Submitted By: Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving Claims in the amount of \$604,113.21.

Attachments

Claims List 2-18-19

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
125395	99-10013	HARMON PROPERTY MANAGEMENT,	LODGING FOR WORKSHOP	2/2019	5775	432.64
124695	99-10090	FBI-LEEDA INC	SEMINAR FEE	2/2019	200021553	695.00
125588	99-10090	FBI-LEEDA INC	SEMINAR FEE/ROB GLENN	2/2019	200025279	695.00
125750	99-10099	SAYRE, ROBERT	MEAL REIMBURSEMENT	2/2019	2/6/19 125750	14.00
125579	99-10141	COMTECH DESIGN, PRINT & MAI	200 TEMPORARY TAGS	2/2019	214317	42.00
123692	99-10143	PERDUE, BRANDON, FIELDER,	CCOLLECTION SERVICES	2/2019	1/1-1/31/19 123692	5,310.91
125512	99-10144	JULIAN BRIAN STEPHENS	SECURITY CONSTRUCTION	2/2019	748	2,816.00
125502	99-10159	LAWRENCE COUNTY NEWSPAPERS,	PUBLISH PUBLIC NOTICE	2/2019	19992	428.60
125510	99-10160	MERRIFIELD OFFICE SOLUTIONS	20 ZONING CODE BOOKS	2/2019	0163872-001	300.00
125754	99-10160	MERRIFIELD OFFICE SOLUTIONS	SUPPLIES	2/2019	0163871-001	389.73
125480	99-10240	VIEWU LLC	3 BODY CAMERAS	2/2019	31923	916.00
125764	99-10252	CECIL COX ENTERPRISES	12 TIRES	2/2019	3038865	1,485.12
125842	99-10252	CECIL COX ENTERPRISES	2 TIRES	2/2019	3038827	204.90
125926	99-103	ONG	DECEMBER GAS CHARGES	2/2019	DEC 2018 125926	3,393.98
125507	99-1038	DAVID L. WEATHERFORD	ARBITRATION/TALLMAN	2/2019	DLW001751 1/16/19	1,725.00
123268A	99-10395	AUBREY WEATHERFORD	SOCIAL MEDIA	2/2019	SAP0219	500.00
125766	99-10464	PRAETORIAN GROUP INC dba	POSEMINAR FEE	2/2019	50202 REV. 1	495.00
125273	99-10488	ADMIRAL EXPRESS LLC	JANITORIAL SUPPLIES	2/2019	2012149-0	54.08
125442	99-10488	ADMIRAL EXPRESS LLC	COIN ENVELOPES	2/2019	2012597-0	41.02
125566	99-10488	ADMIRAL EXPRESS LLC	JANITORIAL SUPPLIES	2/2019	2012399-0	96.31
123865	99-10547	BEASLEY TECHNOLOGY INC	DATA STORAGE	2/2019	COR-102962	112.50
123866A	99-10547	BEASLEY TECHNOLOGY INC	REMOTE MONITORING	2/2019	COR-102918	137.50
123867	99-10547	BEASLEY TECHNOLOGY INC	MTHLY COMPUTER MAINT	2/2019	COR-103109	2,250.00
124675	99-10750	DAN TRACY	BACKGROUND MOLD SMLPG	2/2019	3741	1,285.00
125110	99-10753	CHARLIE'S TEE'S	SAFETY JACKET	2/2019	2/11/19 125110	49.99
125759	99-10757	OKLAHOMA POLICE CHIEFS	TRAISEMINAR FEE/HENSON	2/2019	OPCTF-182	25.00
125597	99-10787	LEADSONLINE LLC	INVESTIGATION SYSTEM	2/2019	249453	1,344.58
125596	99-10788	PIOS GRANDE LOUISVILLE HR	LLODGING	2/2019	FOREMAN 3/30/19	679.02
125809	99-10789	F D SIGNWORKS LLC	SCBA ACCOUNTABILITY TAGS	2/2019	12524	1,359.84
123454	99-1206	REASOR'S INC.	FOOD FOR VALOR	2/2019	4456 1/28/19	23.94
123587	99-1206	REASOR'S INC.	SNACKS FOR MEETINGS	2/2019	0774 1/7/19	23.48
125183	99-1206	REASOR'S INC.	FOOD FOR PRISONERS	2/2019	6864 1/9/19	616.72
123239	99-161	CREEK COUNTY RURAL WTR #4	12 MONTHS SEWER STATION 4	2/2019	741 12/27-1/29/19	101.00
125436	99-175	STANDARD DISTRIBUTING INC	PLATES/BOWLS/CUPS	2/2019	357110	35.55
125197	99-1760	OKLAHOMA POLICE SUPPLY, LLC	SERVICE PINS	2/2019	0051336	148.00
125397	99-213	OKLAHOMA FIRE CHIEFS ASSOC	2019 WINTER WORKSHOP	2/2019	1/31-2/1/19 125397	300.00
122312	99-265	RABY PLUMBING, INC.	SERVICE CALL PLUMBER	2/2019	25428	68.50
123474	99-3633	PUBLIC SERVICE COMPANY OF	OMONTHLY FEE-STORM SIREN	2/2019	9536811170 1/28/19	11.28
125829	99-3707	O'REILLY AUTOMOTIVE INC	BLOWER FAN/SPARK PLUGS	2/2019	153-150097	138.48
125832	99-3707	O'REILLY AUTOMOTIVE INC	HEATER HOSE	2/2019	153-150535	35.49
125833	99-3707	O'REILLY AUTOMOTIVE INC	OIL FILTERS/AC CONDENSOR	2/2019	153-151196	193.55
125835	99-3707	O'REILLY AUTOMOTIVE INC	VEHICLE MAINTENANCE	2/2019	153-151694	55.98
125839	99-3707	O'REILLY AUTOMOTIVE INC	THERMOSTAT & FILTERS	2/2019	153-151716	56.52
123580	99-3797	OCCUPATIONAL HEALTH CENTER	PRE-PLACE/DRUG TESTING	2/2019	256286416	127.00
125433	99-4146	EARL COTNER HEAT & AIR CONDFIX	HEATING UNIT	2/2019	1/31/19 125433	247.50
125445	99-4146	EARL COTNER HEAT & AIR CONDAIR	FILTERS	2/2019	2/7/19 125445	174.50
123971	99-4183	UPTOWN SAPULPA ACTION, INC.	REVITALIZATION PROGRAM	2/2019	FEB 2019 123971	2,500.00
123775	99-4269	CREEK COUNTY RURAL WTR #3	WATER FEES-GUN RANGE	2/2019	33975 12/17-1/2019	24.00
125584	99-4661	NEAL & JEAN'S FLOWERS & GIFFLOWERS/BRANT	GREEN	2/2019	026441	58.00
123433	99-4690	TOTAL RADIO, INC	SRVC AGRMNT-STORM SIRENS	2/2019	80001088	588.00

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
125927	99-4700	COX COMMUNICATIONS	JAN 2019 PHONE CHARGES	2/2019	067201101 1/31/19	10,777.63
125589	99-4875	GLENN, ROBERT	MEAL REIMBURSEMENT	2/2019	1/28-2/1/19 125589	70.00
125768	99-5042	FRED PRYOR SEMINARS	SEMINAR FEE	2/2019	24916641	50.00
123234	99-5046	GERALD L. PRICE	BATTERIES FOR ALL ENGINES	2/2019	15752	394.00
125816	99-5120	T & W TIRE	FLAT TIRE REPAIR-E2	2/2019	1080013666	110.00
125568	99-5388	OFFICE DEPOT 25022426	OFFICE SUPPLIES	2/2019	270374538001	69.43
125755	99-5391	ANIMAL CARE EQUIP & SERVICETOUCH	SCREEN GLOVES	2/2019	69010	109.80
124696	99-6195	COFFEY, GLENN	MEAL REIMBURSEMENT	2/2019	1/28-2/1/19 124696	70.00
124110	99-6477	WEST PUBLISHING CORPORATION	WESTLAW SUBSCRIPTION	2/2019	839694969	616.86
125385	99-6541	HOLLY MATERIAL HANDLING &	FORKLIFT REPAIR	2/2019	140008290	3,846.21
123838	99-68	A & M ELECTRIC, INC	LED LIGHTS	2/2019	6039	620.00
125484	99-7011	LOWE'S HOME CENTERS, INC.	JANITORIAL SUPPLIES	2/2019	10887	107.64
123860	99-7216	US CELLULAR	MONTHLY CELL PHONE	2/2019	0292352620	26.64
125398	99-7279	TAYLOR, DAVID	MEAL REIMBURSEMENT	2/2019	1/30-2/1/19 125398	132.50
125399	99-7284	PENNINGTON, BRETT	MEAL REIMBURSEMENT	2/2019	1/30-2/1/19 125399	132.50
124796	99-7785	MCGINNIS, BECKY	REIMBURSEMENT	2/2019	1/31/19 124796	72.81
125569	99-8016	NORTHERN SAFETY COMPANY	INCASCADE SYSTEM SRVC CA	2/2019	903297141	1,173.50
125808	99-8016	NORTHERN SAFETY COMPANY	INMIC/GEAR KEEPERS	2/2019	903313755	243.00
125186	99-8074	SPECIAL OPS UNIFORMS, INC	UNIFORMS-3 OFFICERS	2/2019	787752	1,593.78
125753	99-8074	SPECIAL OPS UNIFORMS, INC	UNIFORMS FOR NEW HIRE	2/2019	787755	1,048.82
125598	99-8216	HILAND DAIRY FOODS CO.LLC	MILK FOR PRISONERS	2/2019	9060836	102.50
125444	99-8400	DENNIS WAYNE JACKSON	EMERGENCY LIGHTING	2/2019	1407	892.78
125601	99-8434	FLEETCOR TECHNOLOGIES d/b/a	CNG/JANUARY 2019	2/2019	NP55353930	84.88
123240	99-8469	SAPULPA RURAL WATER	12 MONTHS WATER-STATION 4	2/2019	48003 12/19-1/2019	75.50
125830	99-8539	CROW BURLNGAME COMPANY	RADIATOR/UNIT 9412	2/2019	106-16527	172.00
125831A	99-8539	CROW BURLNGAME COMPANY	CRANK SHAFT SEAL	2/2019	106-16571	25.20
125841	99-8539	CROW BURLNGAME COMPANY	OIL FILTER	2/2019	106-17034	6.94
125593	99-8552	LIFESAVERS CONFERENCE, INC.	SEMINAR FEE	2/2019	101681	350.00
125669	99-8626	CHARLEY E LOYD C & L	LOCKSMKEYPAD ENTRY/LEGAL	2/2019	10389	212.50
123269	99-8817	DE LAGE LANDEN PUBLIC FINAN	PRINTER/COPIER LEASE PYMN	2/2019	62306793	2,327.00
124161	99-8861	NATHAN CHADWICK	LANDSCAPING/MOWING	2/2019	4160	301.25
125381	99-8936	CONRAD FIRE EQUIPMENT, INC.	VEHICLE MAINTENANCE	2/2019	533098	119.30
125550	99-9072	VICKREY JAMES	MEAL REIMBURSEMENT	2/2019	1/30-2/1/19 125550	132.50
123855	99-9288	ADVANCE ALARMS, INC	GARAGE-ALARM MONITORING	2/2019	1701830	25.00
121394	99-9393	AIRLINK INTERNET SVCS	MONTHLY INTERNET SERVICE	2/2019	5684	2,658.81
123585	99-9660	CREEK COUNTY HEALTH DEPARTM	EMPLOYEE HEP A&B VACCINES	2/2019	12/27-1/29/19	125.00
122306	99-9859	VERIZON WIRELESS SERVICES	LDATA PLAN FOR IPAD	2/2019	9823065497A	40.01
123241	99-9859	VERIZON WIRELESS SERVICES	LWIRELESS CHARGES-IPADS	2/2019	9823065497	400.10
125551	99-9876	WOOD, JOSH MARK	MEAL REIMBURSEMENT	2/2019	1/30-2-1/19 125551	132.50
FUND TOTAL:						62,255.10

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

124169	99-10143	PERDUE, BRANDON, FIELDER, CBAD	DEBT COLLECTIONS	2/2019	1/1-1/31/19 124169	250.49
125926	99-103	ONG	DECEMBER GAS CHARGES	2/2019	DEC 2018 125926	2,887.61
123926	99-10302	LAMPTON WELDING SUPPLY CO,	GAS TANK RENTAL	2/2019	00909343	18.85
124081	99-10302	LAMPTON WELDING SUPPLY CO,	BOTTLE RENTAL	2/2019	00909344	30.20
124088	99-10302	LAMPTON WELDING SUPPLY CO,	PROPANE/TIP CLEANER	2/2019	04772476	53.71
125666	99-10488	ADMIRAL EXPRESS LLC	JANITORIAL SERVICES	2/2019	2013496-0	278.36
125901	99-10488	ADMIRAL EXPRESS LLC	JANITORIAL SUPPLIES	2/2019	2012884-0	153.55

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
123865	99-10547	BEASLEY TECHNOLOGY INC	DATA STORAGE	2/2019	COR-102962	112.50
123866A	99-10547	BEASLEY TECHNOLOGY INC	REMOTE MONITORING	2/2019	COR-102918	137.50
123867	99-10547	BEASLEY TECHNOLOGY INC	MTHLY COMPUTER MAINT	2/2019	COR-103109	2,250.00
122992	99-10558	TECHNICAL PROGRAMMING	SERVIMAILING OF UTILITY BILLS	2/2019	103041	1,055.48
125660	99-10560	CORE & MAIN LP	THREE FOOT SCOPES	2/2019	k072220	118.50
123623	99-10691	MULLIN PLUMBING INC	REPAIR A/C SYSTEM	2/2019	38870	5,766.00
125638	99-10691	MULLIN PLUMBING INC	REPAIR	2/2019	151041209	3,166.97
125658	99-10753	CHARLIE'S TEE'S	LONG SLEEVED SHIRTS	2/2019	1/31/19 125658	179.86
125659	99-10753	CHARLIE'S TEE'S	UNIFORMS	2/2019	1/31/19 125659	1,220.24
125403	99-10782	BRANDON CRAIG FORD	DIVERS-REMOVE PLATE	2/2019	117	4,626.00
125637	99-10791	ENDRESS & HAUSER INC	PH METER PROBE	2/2019	6002034859	453.04
125092	99-1443	BRENNTAG SOUTHWEST, INC.	SODIUM PERMANGANATE	2/2019	BSW068476	4,097.60
125640	99-1443	BRENNTAG SOUTHWEST, INC.	FLUORIDE	2/2019	BSW068475	2,550.00
125641	99-1443	BRENNTAG SOUTHWEST, INC.	BRENPHOS	2/2019	BSW068477	1,598.82
125436	99-175	STANDARD DISTRIBUTING INC	PLATES/BOWLS/CUPS	2/2019	357110	35.56
124547	99-1992	JOHN DEERE FINANCIAL ACCT#5	SMALL REPAIR SUPPLIES	2/2019	G51660/2 1/16/19	7.98
125652	99-1992	JOHN DEERE FINANCIAL ACCT#5	HAND PUMP/FLASHLIGHT	2/2019	N35598/2 1/17/19	22.96
122312	99-265	RABY PLUMBING, INC.	SERVICE CALL PLUMBER	2/2019	25428	68.50
122891	99-3593	CITY OF TULSA	METER FEES	2/2019	103688966 1/24/19	235.96
124276	99-3593	CITY OF TULSA	SEWER CONSUMPTION	2/2019	109321802 1/16/19	421.40
123857	99-3633	PUBLIC SERVICE COMPANY OF	OSRWCS ELEC SERVICE	2/2019	9567775920 1/28/19	5,948.78
125837	99-3707	O'REILLY AUTOMOTIVE INC	MOTOR OIL	2/2019	153-151604	5.98
125840	99-3707	O'REILLY AUTOMOTIVE INC	ALTERNATOR	2/2019	153-151847	152.75
122058A	99-3881	FHC, INC. DBA TETRA TECH	FHENGINEERING SERVICES	2/2019	51406317	1,703.65
123680	99-3881	FHC, INC. DBA TETRA TECH	FHENG SRVCS-SRWCS	2/2019	51404525	9,578.56
124288	99-3908	VERDIGRIS VALLEY ELEC COOP	SWRCE ELECTRIC	2/2019	2621103200 1/31/19	12.24
123398	99-4112	ACCURATE ENVIRONMENTAL INC.	TESTING FOR DEQ PERMIT	2/2019	BB01004	225.00
125645	99-4112	ACCURATE ENVIRONMENTAL INC.	OPEL FOR FEBRUARY 2019	2/2019	BB04054	250.00
125433	99-4146	EARL COTNER HEAT & AIR	CONDFIX HEATING UNIT	2/2019	1/31/19 125433	247.50
125445	99-4146	EARL COTNER HEAT & AIR	CONDAIR FILTERS	2/2019	2/7/19 125445	174.50
123274	99-4319	AT&T	DEDICATED PHONE-SKIATOOK	2/2019	9182462544 1/15/19	58.15
123718	99-6528	UNIFIRST HOLDINGS, INC.	UNIFORMS FOR CREWS	2/2019	8241550248	834.33
125071	99-6671	SAPULPA AREA CHAMBER OF	COMPRIDE IN SAPULPA	2/2019	FEB 2019 125071	2,500.00
123860	99-7216	US CELLULAR	MONTHLY CELL PHONE	2/2019	0292352620	137.20
122886	99-7409	TRANE U.S. INC.	ANNUAL MAINTENANCE	2/2019	39673633	4,553.75
121397	99-7994	BANCFIRST	DEBT SERVICE PAYMENTS	2/2019	SMA2012 2/5/19	136,479.16
123272	99-7994	BANCFIRST	SMA UTIL SYS REV BOND	2/2019	SERIES2013 2/5/19	206,105.42
123399A	99-7998	AMERICAN ENVIRONMENTAL	LANDSLUDGE DISPOSAL FEE	2/2019	9542	569.10
125444	99-8400	DENNIS WAYNE JACKSON	EMERGENCY LIGHTING	2/2019	1407	892.78
125601	99-8434	FLEETCOR TECHNOLOGIES d/b/a	CNG/JANUARY 2019	2/2019	NP55353930	138.32
125836	99-8543	SUTTON TRACTOR	FILTERS/CHARGE KIT	2/2019	999119	97.96
125669	99-8626	CHARLEY E LOYD C & L	LOCKSMKEYPAD ENTRY/LEGAL	2/2019	10389	212.50
124161	99-8861	NATHAN CHADWICK	LANDSCAPING/MOWING	2/2019	4160	301.25
123853	99-9859	VERIZON WIRELESS SERVICES	LDEDICATED PHONE-SWRCS	2/2019	9822845789	16.00
125633	99-9890	EMPIRE PAPER CO	JANITORIAL SUPPLIES	2/2019	0462341	266.79
125904	99-99	W W GRAINGER, INC	PISTON AIR COMPRESSOR	2/2019	9076702472	679.28
FUND TOTAL:						403,938.59

FUND: 29 - STORMWATER MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
125926	99-103	ONG	DECEMBER GAS CHARGES	2/2019	DEC 2018 125926	521.03
113695	99-10737	SCREENVISION DIRECT INC	PUBLIC EDU COMMERCIAL	2/2019	LOC_000199145	140.00
124338	99-2223	MAXWELL SUPPLY, INC.	FLAGS & PAINT	2/2019	481572	350.40
123860	99-7216	US CELLULAR	MONTHLY CELL PHONE	2/2019	0292352620	26.64
125601	99-8434	FLEETCOR TECHNOLOGIES d/b/acNG/JANUARY 2019		2/2019	NP55353930	381.14
125841	99-8539	CROW BURLLNGAME COMPANY	OIL FILTER	2/2019	106-17034	6.45
124337	99-9080	J & R EQUIPMENT, LLC	REBUILD RODDER PUMP	2/2019	39975	10,515.38
125667	99-9388	MULTI SERVICE TECHNOLOGY	SO14" LAPTOP COMPUTER	2/2019	3705119	359.99
FUND TOTAL:						12,301.03

FUND: 30 - STREET & ALLEY

SUMMARY REPORT

125926	99-103	ONG	DECEMBER GAS CHARGES	2/2019	DEC 2018 125926	296.24
125665	99-175	STANDARD DISTRIBUTING INC	DRINKING WATER	2/2019	356690	255.00
125838	99-3707	O'REILLY AUTOMOTIVE INC	BATTERY	2/2019	153-151712	225.96
125925	99-4482	OTA / GOV. ACCOUNTS	MONTHLY PIKEPASS/JAN	2/2019	20190100525	15.90
123860	99-7216	US CELLULAR	MONTHLY CELL PHONE	2/2019	0292352620	26.63
125601	99-8434	FLEETCOR TECHNOLOGIES d/b/acNG/JANUARY 2019		2/2019	NP55353930	16.59
FUND TOTAL:						836.32

FUND: 31 - CEMETERY MAINTENANCE

SUMMARY REPORT

125926	99-103	ONG	DECEMBER GAS CHARGES	2/2019	DEC 2018 125926	393.37
125683	99-10302	LAMPTON WELDING SUPPLY CO,	ARGON REFILL	2/2019	04775357	32.70
125662	99-10488	ADMIRAL EXPRESS LLC	PAPER TOWELS	2/2019	2012323-0	71.14
124955	99-3707	O'REILLY AUTOMOTIVE INC	HUSTLER MOWER PARTS	2/2019	153-150614	65.64
125681	99-5367	SOUTHSIDE MOWERS, INC.	ECHO POLE SAW	2/2019	144939	479.00
125682	99-5367	SOUTHSIDE MOWERS, INC.	REPAIR OF POLE SAW	2/2019	144866	141.37
125601	99-8434	FLEETCOR TECHNOLOGIES d/b/acNG/JANUARY 2019		2/2019	NP55353930	44.31
125685	99-8999	KEIGLEY, SCOTT	STATE LICENSE	2/2019	2/12/19 ODAFF	20.00
FUND TOTAL:						1,247.53

FUND: 32 - HUNTING & FISHING

SUMMARY REPORT

123878	99-10516	HINSCH MARY	CARETAKER AGREEMENT	2/2019	730490	174.50
123885	99-10516	HINSCH MARY	LAKE CARETAKER STIPENED	2/2019	FEB 2019 123885	750.00
125734	99-7011	LOWE'S HOME CENTERS, INC.	REPLACE LIGHT FIXTURE	2/2019	01408	98.67
FUND TOTAL:						1,023.17

FUND: 33 - GOLF COURSE

SUMMARY REPORT

125033	99-10133	HARRELL'S LLC	PRE-EMERGENTS	2/2019	INV01218691	5,385.00
125926	99-103	ONG	DECEMBER GAS CHARGES	2/2019	DEC 2018 125926	324.77
124893	99-3999	OKLAHOMA GOLF ASSOCIATION,	OGA MEMBERSHIP	2/2019	01012019	100.00
124260	99-4700	COX COMMUNICATIONS	MTHLY CABLE PAYMENT	2/2019	067167801 1/30/19	29.51
124890	99-5267	TITLEIST	BALLS, GLOVES HATS	2/2019	906840250	3,422.56
124891	99-5267	TITLEIST	BEANIES FOR HIGH SCHOOL	2/2019	906860252	329.03
124887	99-5382	FOOTJOY INC.	CLOTHING FOR RESALE	2/2019	906784317	1,639.20
125040	99-9047	SHOE SHOW, INC	BOOTS FOR NICHOLSON	2/2019	2/12/19 00647	64.99
124889	99-9107	ROGER CLEVELAND GOLF CO,	INBALLS/PUTTERS FOR RESALE	2/2019	5554809 SO	1,040.27

FUND: 33 - GOLF COURSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
121872R	99-9137	SPARKS PUMP SERVICES, INC.	YEARLY MAINTENANCE	2/2019	4942	771.05
124884	99-9949	ERNIE DEACON	HOT HANDS FOR PRO-SHOP	2/2019	760991	204.32
FUND TOTAL:						13,310.70

FUND: 34 - LIBRARY

SUMMARY REPORT

123539	99-10095	RICOH USA, INC	WARRANTY-GENEOL PRINTER	2/2019	5055749253	149.34
125926	99-103	ONG	DECEMBER GAS CHARGES	2/2019	DEC 2018 125926	552.98
125712	99-10793	OVERDRIVE INC	E-MEDIA & BUYING BOOKS	2/2019	H-0051884	3,000.00
125248	99-4833	OKLAHOMA DEPARTMENT OF LIBRCERTIFICATION/MITCHELL		2/2019	S MITCHELL 2/11/19	20.00
123540	99-7963	TAMMY YVONNE TALLEY	JANITORIAL SERVICES	2/2019	FEB 2019 123540	345.00
123541	99-7963	TAMMY YVONNE TALLEY	JANITORIAL SERVICES	2/2019	FEB 2019 123541	950.00
125225	99-8511	GOODWILL INDUSTRIES OF TULSDISCOUNT BOOKS		2/2019	094877 1/31/19	565.75
FUND TOTAL:						5,583.07

FUND: 35 - PARKS & RECREATION

SUMMARY REPORT

125466	99-10148	SOUTHWEST PARK AND RECREATIC	CONFERENCE REGISTRATION	2/2019	01621 JODY BAKER	375.00
125926	99-103	ONG	DECEMBER GAS CHARGES	2/2019	DEC 2018 125926	1,394.49
125468	99-10408	LOMENICK, KRystal	MEAL REIMBURSEMENT	2/2019	2/4-6/19 125468	28.00
125727	99-10508	TRIBAL RESOURCES LLC dba	INBANNER FOR BANQUET	2/2019	4691	75.00
124857	99-10547	BEASLEY TECHNOLOGY INC	BATTERY FOR CAMERAS	2/2019	COR-103301	135.00
125469	99-10569	BAKER, JODY	MEAL REIMBURSEMENT	2/2019	2/4/19 125469	14.00
125473	99-10592	WOOTEN PLUMBING & UTILITIES	GRINDER PUMP	2/2019	11956	3,040.00
125733	99-10592	WOOTEN PLUMBING & UTILITIES	SRV CALL/UNCLOG DRAIN	2/2019	11984	225.00
124856	99-10781	ONE BILLIARDS LLC	POOL TABLE	2/2019	1/24/19 124856	1,990.00
125738	99-1436	AARON FENCE CO., INC.	FENCE TIES & PICKETTS	2/2019	136053	93.66
124401	99-4269	CREEK COUNTY RURAL WTR #3	WATER BILL FOR RV PARK	2/2019	24027 12/19-1/2019	95.50
124402	99-4700	COX COMMUNICATIONS	CABLE SERVICE	2/2019	067168801 1/30/19	39.52
125740	99-4839	GELLCO UNIFORMS & SHOES,	INONE PAIR SAFETY BOOTS	2/2019	00241116	125.99
123860	99-7216	US CELLULAR	MONTHLY CELL PHONE	2/2019	0292352620	26.64
125732	99-7868	WESTLAKE HARDWARE INC	DOOR HANDLE/BTW	2/2019	8139233	40.49
125736	99-7868	WESTLAKE HARDWARE INC	CARRIAGE BOLTS	2/2019	8139235	75.53
125601	99-8434	FLEETCOR TECHNOLOGIES d/b/a	CNG/JANUARY 2019	2/2019	NP55353930	159.73
125737	99-8484	SHERWIN WILLIAMS COMPANY,	I5 GAL PAINT & ROLLERS	2/2019	6724-2	144.35
123887	99-8545	TITAN COMMERCIAL SERVICES,	JANITORIAL SRVCS-PARK BAT	2/2019	FEB 2019 123887	750.00
125470	99-9253	BILBY, CHERYL	MEAL REIMBURSEMENT	2/2019	2/4-6/19 125470	28.00
123881	99-9288	ADVANCE ALARMS, INC	SENIOR CENTER-ALARM MONIT	2/2019	1701374	25.00
123882	99-9288	ADVANCE ALARMS, INC	PARK MAINT BLDG-ALARM MON	2/2019	1702026	25.00
123879	99-9595	CAMPBELL WENDY	CONTRACT SRVCS-TRACK PROG	2/2019	1/17-30/19 123879	345.00
FUND TOTAL:						9,250.90

FUND: 36 - SWIMMING POOL

SUMMARY REPORT

125926	99-103	ONG	DECEMBER GAS CHARGES	2/2019	DEC 2018 125926	21.65
124000A	99-9288	ADVANCE ALARMS, INC	ALARM MONITORING	2/2019	1701090	25.00
FUND TOTAL:						46.65

FUND: 40 - FIRE CASH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
125553	99-8269	NAFECO, INC.	BUNKERS/WILDLAND GEAR	2/2019	965106	107.75
FUND TOTAL:						107.75

FUND: 44 - MAJOR THOROFARE

SUMMARY REPORT

123852	99-3633	PUBLIC SERVICE COMPANY OF OEXPRESSWAY LIGHTS		2/2019	9512469420 1/28/19	740.58
124319	99-727	BARCO MUNICIPAL PRODUCTS INSTREET SIGN MATERIAL		2/2019	IN-231890	341.35
FUND TOTAL:						1,081.93

FUND: 45 - CAPITAL IMPROVEMENTS

SUMMARY REPORT

124440	99-1850	AMERICAN HERITAGE BANK	GOLF CART PAYMENTS	2/2019	3/1/19 GOLF CARTS	11,696.09
121403R	99-3881	FHC, INC. DBA TETRA TECH FHENGINEERING SERVICES		2/2019	51406131	978.80
FUND TOTAL:						12,674.89

FUND: 46 - WATER & SEWER SALES TAX

SUMMARY REPORT

125294	99-10252	CECIL COX ENTERPRISES	TIRES & DISPOSAL	2/2019	3038496	566.24
125296	99-10252	CECIL COX ENTERPRISES	TWO TIRES	2/2019	3038796	353.88
125926	99-103	ONG	DECEMBER GAS CHARGES	2/2019	DEC 2018 125926	408.81
125950	99-10560	CORE & MAIN LP	HI MAX DRESSERS	2/2019	K100035	602.28
125290	99-1992	JOHN DEERE FINANCIAL ACCT#5PULL ROPE		2/2019	G48498/2 1/8/19	9.87
125295	99-2959	DAVIDSON AND DAVIDSON ENTERHOSE/CLAMP/FITTINGS		2/2019	0138684-IN	72.36
125548	99-3707	O'REILLY AUTOMOTIVE INC	VEHICLE MAINTENANCE	2/2019	153-150157	756.95
125834	99-3707	O'REILLY AUTOMOTIVE INC	FUEL INJECTOR	2/2019	153-151688	99.53
125951	99-3707	O'REILLY AUTOMOTIVE INC	GREASE GUN	2/2019	153-151198	16.99
125293	99-3844	SAF-T-GLOVE, INC	GLOVES	2/2019	894104-00	240.77
125925	99-4482	OTA / GOV. ACCOUNTS	MONTHLY PIKEPASS/JAN	2/2019	20190100525	2.30
123860	99-7216	US CELLULAR	MONTHLY CELL PHONE	2/2019	0292352620	100.88
124713	99-7494	LAMPROE CONSTRUCTION, INC	DRIVEWAY/FENCE REPAIRS	2/2019	9914	1,995.00
125601	99-8434	FLEETCOR TECHNOLOGIES d/b/acNG/JANUARY 2019		2/2019	NP55353930	241.77
FUND TOTAL:						5,467.63

FUND: 48 - WATER RESOURCE

SUMMARY REPORT

125297	99-10560	CORE & MAIN LP	RESETTER	2/2019	K093354	554.00
FUND TOTAL:						554.00

FUND: 49 - SEWER EXT & DEV FUND

SUMMARY REPORT

123678R	99-3881	FHC, INC. DBA TETRA TECH FHENGINEERING SERVICES		2/2019	51406120	41,000.00
123969B	99-3881	FHC, INC. DBA TETRA TECH FHENGINEERING SERVICES		2/2019	51406121	31,500.00
FUND TOTAL:						72,500.00

FUND: 55 - INSURANCE FUND

SUMMARY REPORT

125356	99-10743	HUB INTERNATIONAL MIDWEST LEMPLOYEE HEALTH INS		2/2019	FEB 2019 2/5/19	229,266.43
FUND TOTAL:						229,266.43

FUND: 57 - E-911 FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
123813	99-4319	AT&T	MONTHLY E-911 CHARGES	2/2019	91815464658 2/1/19	236.90
FUND TOTAL:						236.90

FUND: 58 - JUVENILE JUSTICE FUND SUMMARY REPORT

123693	99-7564	HUMAN SKILLS & RESOURCES	IPROBATION SERVICES--JUVENI	2/2019	1/1-1/31/19 123693	1,250.00
123694	99-7564	HUMAN SKILLS & RESOURCES	IDRUG TESTING/JUVENILE COU	2/2019	JAN 2019 123694	495.00
FUND TOTAL:						1,745.00

FUND: 60 - GRANTS AND AID SUMMARY REPORT

122072R	99-3881	FHC, INC. DBA TETRA TECH	FHENGINEERING	2/2019	51406119	1,350.00
FUND TOTAL:						1,350.00

FUND: 65 - STREET IMP.SALES TAX SUMMARY REPORT

124294R	99-10282	UNITED RENTALS (NORTH AMERI	WATER PUMP RENTAL	2/2019	164417419-002	236.40
121413R	99-4269	CREEK COUNTY RURAL WTR #3	RELOCATE WATERLINE	2/2019	925603	23,350.00
121396	99-7994	BANCFIRST	DEBT SERVICE PAYMENTS	2/2019	SMA2014 2/5/19	52,677.29
119149A	99-9629	GUY ENGINEERING SERVICES,	IENGINEERING SERVICES	2/2019	840C-14	2,165.16
FUND TOTAL:						78,428.85

FUND: 81 - G.O. BOND SINKING FUND SUMMARY REPORT

124429	99-9620	UMB, CORPORATE TRUST DEPT.	DEBT SERVICE PAYMENTS	2/2019	SRS 2015A 4/1/19	36,142.50
FUND TOTAL:						36,142.50

FUND: 83 - G.O.BOND CONSTR FUND SUMMARY REPORT

123704R	99-3881	FHC, INC. DBA TETRA TECH	FHPROFESSIONAL SERVICES	2/2019	51406118	14,400.00
124278	99-8129	MSB CONSTRUCTION LLC	SEWER IMPROVEMENTS	2/2019	1804-6	62,071.52
FUND TOTAL:						76,471.52
GRAND TOTAL:						1,025,820.46

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
2/2019	10	501-301	TRAINING & TRAVEL	23.48	
2/2019	10	501-311	PROFESSIONAL SERVICES	2,500.00	
2/2019	10	503-201	OFFICE SUPPLIES	41.02	
2/2019	10	504-311	PROFESSIONAL SERVICES	1,725.00	
2/2019	10	504-315	FEES & OTHER CHARGES	428.60	
2/2019	10	504-404	BUILDING & FIXTURES	2,816.00	
2/2019	10	504-407	BOOKS	616.86	
2/2019	10	506-241	SAFETY SUPPLIES	125.00	
2/2019	10	506-301E	EMPLOYEE TRAINING/RECOGNITION	72.81	
2/2019	10	506-311P	PHYSICALS	127.00	
2/2019	10	508-214	OPERATIONAL SUPPLIES	55.98	
2/2019	10	508-315	FEES & OTHER CHARGES	25.00	
2/2019	10	508-331	UTILITIES	239.66	
2/2019	10	508-352	MAINTENANCE-VEHICLES	211.84	
2/2019	10	510-311	PROFESSIONAL SERVICES	5,310.91	
2/2019	10	511-201	OFFICE SUPPLIES	69.43	
2/2019	10	511-211	JANITORIAL SUPPLIES	150.39	
2/2019	10	511-221	FUEL AND OIL	63.26	
2/2019	10	511-241	SAFETY EQUIPMENT	1,602.84	
2/2019	10	511-301	TRAINING AND TRAVEL	1,262.64	
2/2019	10	511-331	UTILITIES	2,110.38	
2/2019	10	511-332	COMMUNICATIONS	400.10	
2/2019	10	511-351	MAINTENANCE-EQUIPMENT	5,019.71	
2/2019	10	511-352	MAINTENANCE-VEHICLES	623.30	
2/2019	10	512-201	OFFICE SUPPLIES	177.97	
2/2019	10	512-211	JANITORIAL SUPPLIES	50.84	
2/2019	10	512-214	OPERATIONAL SUPPLIES	2,472.94	
2/2019	10	512-221	FUEL AND OIL	21.62	
2/2019	10	512-301	TRAINING AND TRAVEL	3,143.02	
2/2019	10	512-311	PROFESSIONAL SERVICES	1,344.58	
2/2019	10	512-314	UNIFORM CLEANING	2,642.60	
2/2019	10	512-321	PRISONER CARE	880.14	
2/2019	10	512-331	UTILITIES	770.10	
2/2019	10	512-351	MAINTENANCE-EQUIPMENT	588.00	
2/2019	10	512-352	MAINTENANCE-VEHICLES	2,106.36	
2/2019	10	512-353	MAINTENANCE-BUILDINGS	620.00	
2/2019	10	513-211	JANITORIAL SUPPLIES	107.64	
2/2019	10	513-241	SAFETY SUPPLIES	109.80	
2/2019	10	513-331	UTILITIES	342.91	
2/2019	10	513-332	COMMUNICATIONS	26.64	
2/2019	10	515-314	UNIFORMS	49.99	
2/2019	10	517-332	COMMUNICATION	40.01	
2/2019	10	590-141	CONTRACT LABOR	2,801.25	
2/2019	10	590-201	OFFICE SUPPLIES	35.55	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
2/2019	10	590-313	PRINTING	300.00	
2/2019	10	590-315	FEES & OTHER CHARGES	500.00	
2/2019	10	590-331	UTILITIES	142.71	
2/2019	10	590-332	COMMUNICATIONS	13,436.44	
2/2019	10	590-353	MAINT-BUILDING & FIXTURES	1,595.78	
2/2019	10	590-505	LEASE PAYMENTS	2,327.00	62,255.10
2/2019	20	523-231	MINOR TOOLS	141.46	
2/2019	20	523-311	PROFESSIONAL SERVICES	1,305.97	
2/2019	20	523-314	UNIFORM CLEANING	306.63	
2/2019	20	523-332	COMMUNICATIONS	109.85	
2/2019	20	524-211	JANITORIAL SUPPLIES	266.79	
2/2019	20	524-212	CHEMICALS	8,246.42	
2/2019	20	524-214	OPERATIONAL SUPPLIES	453.04	
2/2019	20	524-221	FUEL & OIL	115.22	
2/2019	20	524-311	PROFESSIONAL SERVICES	250.00	
2/2019	20	524-314	UNIFORM CLEANING	521.40	
2/2019	20	524-315B	FEES & OTHR CHGS-SKIATOOK	11,356.36	
2/2019	20	524-322	WATER PURCHASE	235.96	
2/2019	20	524-331	UTILITIES	8,022.61	
2/2019	20	524-341	RENTAL OF EQUIPMENT	30.20	
2/2019	20	524-354	MAINTENANCE-FACILITIES	18,112.72	
2/2019	20	525-211	JANITORIAL SUPPLIES	153.55	
2/2019	20	525-221	FUEL & OIL	76.81	
2/2019	20	525-311D	PROF SERVICES-TESTING	225.00	
2/2019	20	525-314	UNIFORM CLEANING	1,406.40	
2/2019	20	525-325	SEWAGE DISPOSAL FEE	421.40	
2/2019	20	525-331	UTILITIES	683.32	
2/2019	20	525-332	COMMUNICATIONS	27.35	
2/2019	20	525-341	RENTAL OF EQUIPMENT	18.85	
2/2019	20	525-345	DISPOSAL OF SLUDGE	569.10	
2/2019	20	525-351	MAINTENANCE-EQUIPMENT	103.94	
2/2019	20	525-352	MAINT-VEHICLES	152.75	
2/2019	20	525-354	MAINTENANCE-FACILITIES	687.26	
2/2019	20	527-391	CONTINGENCY - 2% OF REFUSE	2,500.00	
2/2019	20	590-141	CONTRACT LABOR	2,801.25	
2/2019	20	590-201	OFFICE SUPPLIES	35.56	
2/2019	20	590-211	JANITORIAL SUPPLIES	278.36	
2/2019	20	590-331	UTILITIES	142.70	
2/2019	20	590-353	BUILDING MAINTENANCE	1,595.78	
2/2019	20	590-501F	BOND EXP - SERIES 2012	135,854.16	
2/2019	20	590-501G	REVENUE BOND EXP - SERIES 2013	205,626.25	
2/2019	20	590-502	REVENUE BOND TRUSTEE FEES	1,104.17	403,938.59
2/2019	29	529-221	FUEL & OIL	381.14	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
2/2019	29	529-242	PUBLIC EDUCATION MATERIALS	140.00	
2/2019	29	529-260	MINOR EQUIPMENT & FURNISHINGS	359.99	
2/2019	29	529-331	UTILITIES	521.03	
2/2019	29	529-332	COMMUNICATIONS	26.64	
2/2019	29	529-351	MAINTENANCE-EQUIPMENT	10,515.38	
2/2019	29	529-352	MAINTENANCE-VEHICLES	6.45	
2/2019	29	529-354	MAINTENANCE-FACILITIES	350.40	12,301.03
2/2019	30	530-221	FUEL & OIL	16.59	
2/2019	30	530-241	SAFETY SUPPLIES	255.00	
2/2019	30	530-301	TRAINING AND TRAVEL	15.90	
2/2019	30	530-331	UTILITIES	296.24	
2/2019	30	530-332	COMMUNICATIONS	26.63	
2/2019	30	530-351	MAINTENANCE-EQUIPMENT	225.96	836.32
2/2019	31	531-211	JANITORIAL SUPPLIES	71.14	
2/2019	31	531-214	OPERATING SUPPLIES	32.70	
2/2019	31	531-221	FUEL & OIL	44.31	
2/2019	31	531-260	MINOR EQUIPMENT & FURNISHINGS	479.00	
2/2019	31	531-301	TRAINING AND TRAVEL	20.00	
2/2019	31	531-331	UTILITIES	393.37	
2/2019	31	531-351	MAINTENANCE-EQUIPMENT	217.66	
2/2019	31	531-352	MAINTENANCE-VEHICLES	10.65-	1,247.53
2/2019	32	532-141	CONTRACT LABOR	750.00	
2/2019	32	532-142	PERMIT SALES COMMISSION	174.50	
2/2019	32	532-354	MAINTENANCE-FACILITIES	98.67	1,023.17
2/2019	33	533-212	CHEMICALS	5,385.00	
2/2019	33	533-215	PRO SHOP SUPPLIES	6,635.38	
2/2019	33	533-241	SAFETY SUPPLIES	64.99	
2/2019	33	533-302	DUES AND SUBSCRIPTIONS	100.00	
2/2019	33	533-331	UTILITIES	324.77	
2/2019	33	533-354	MAINTENANCE-FACILITIES	800.56	13,310.70
2/2019	34	534-141	CONTRACT LABOR	1,295.00	
2/2019	34	534-302	DUES AND SUBSCRIPTIONS	169.34	
2/2019	34	534-331	UTILITIES	552.98	
2/2019	34	534-407	BOOKS	3,565.75	5,583.07
2/2019	35	535-141	CONTRACT LABOR	1,095.00	
2/2019	35	535-221	FUEL AND OIL	159.73	
2/2019	35	535-243	RECREATIONAL SUPPLIES	75.00	
2/2019	35	535-260	MINOR EQUIPMENT & FURNISHINGS	1,990.00	
2/2019	35	535-301	TRAINING AND TRAVEL	445.00	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
2/2019	35	535-311	PROFESSIONAL SERVICES	50.00	
2/2019	35	535-314	UNIFORM CLEANING	125.99	
2/2019	35	535-331	UTILITIES	1,489.99	
2/2019	35	535-332	COMMUNICATIONS	66.16	
2/2019	35	535-351	MAINTENANCE-EQUIPMENT	135.00	
2/2019	35	535-353	MAINT-BUILDINGS/FIXTURES	40.49	
2/2019	35	535-354	MAINTENANCE-FACILITIES	3,578.54	9,250.90
2/2019	36	536-311	PROF SERVICES	25.00	
2/2019	36	536-331	UTILITIES	21.65	46.65
2/2019	40	540-401	EQUIPMENT	107.75	107.75
2/2019	44	544-251	SIGN SUPPLIES	341.35	
2/2019	44	544-331	UTILITIES	740.58	1,081.93
2/2019	45	533-501C	NOTE PAYMENTS	11,696.09	
2/2019	45	546-311B	PROF SVCS-ENG - CA, RPR, & INS	978.80	12,674.89
2/2019	46	546-221	FUEL AND OIL	241.77	
2/2019	46	546-231	MINOR TOOLS	16.99	
2/2019	46	546-241	SAFETY SUPPLIES	240.77	
2/2019	46	546-260	MINOR EQUIPMENT & FURNISHINGS	72.36	
2/2019	46	546-301	TRAINING AND TRAVEL	2.30	
2/2019	46	546-331	UTILITIES	408.81	
2/2019	46	546-332	COMMUNICATIONS	100.88	
2/2019	46	546-351	MAINTENANCE-EQUIPMENT	463.28	
2/2019	46	546-352	MAINTENANCE-VEHICLES	1,323.19	
2/2019	46	546-354	MAINTENANCE-FACILITIES	2,597.28	5,467.63
2/2019	48	1699	INVENTORY PURCHASED	554.00	554.00
2/2019	49	525-311	PROFESSIONAL SERVICES	31,500.00	
2/2019	49	526-311	PROFESSIONAL SERVICES	41,000.00	72,500.00
2/2019	55	555-391	LIFE INS PREM-OTHERS	4,855.34	
2/2019	55	555-392	FEES & OTHER-OTHERS	224,411.09	229,266.43
2/2019	57	557-315-.01	FEES & OTHER CHARGES-WIRELESS	236.90	236.90
2/2019	58	558-141	CONTRACT LABOR	1,250.00	
2/2019	58	558-311	PROFESSIONAL SERVICES	495.00	1,745.00
2/2019	60	592-311A	PROF SVCS - DESGN & BID	1,350.00	1,350.00
2/2019	65	565-311A	PROF SERVICES - ENGINEERING	2,165.16	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
2/2019	65	565-405B	FACILITIES-CONTRACT	236.40	
2/2019	65	565-405D	FACILITIES-UTILITY RELOCATION	23,350.00	
2/2019	65	565-501	BOND EXP -SERIES 2004/2014	39,166.66	
2/2019	65	565-501I	2004/2014 DEBT SERVICE - INT	13,177.30	
2/2019	65	565-502	REVENUE BOND TRUSTEE FEES	333.33	78,428.85
2/2019	81	581-501I	G.O. BOND INTEREST	36,142.50	36,142.50
2/2019	83	571-311B	PROF SVCS-ENG (C.A. & INSP)	14,400.00	
2/2019	83	571-405B	FACILITIES - CONTRACT	62,071.52	76,471.52
				GRAND TOTAL ESTIMATE:	0.00
				GRAND TOTAL ACTUAL:	1,025,820.46
				REPORT TOTAL:	1,025,820.46



Presentations & Proclamations 6.A.

City Council Regular

Meeting Date: February 18, 2019

Submitted For: Reg Green, Mayor, City of Sapulpa

Submitted By: Amy Hoehner, Legal Assistant

SUBJECT:

Consider confirming the following Mayoral appointments and reappointments to the following standing committees:

Administration and Finance:

Mayor Reg Green, Chairman

Vice-Mayor Louis Martin

Councilor Craig Henderson

Councilor Hugo Naifeh

Community and Economic Development:

Mayor Reg Green, Chairman

Councilor Craig Henderson

Councilor Carla Stinnett

Councilor Carla Gunn

Intergovernmental Relations:

Councilor John Anderson, Chairman

Councilor Marty Cummins

Councilor Wes Galloway

Councilor Carla Gunn

Public Safety and Justice:

Councilor Marty Cummins, Chairman

Councilor John Anderson

Councilor Carla Stinnett

Councilor Bruce Bledsoe

Public Works and Transportation:

Vice-Mayor Louis Martin, Chairman

Councilor John Anderson

Councilor Marty Cummins

Councilor Bruce Bledsoe



Presentations & Proclamations 6.B.

City Council Regular

Meeting Date: February 18, 2019

Submitted By: Nikki Howard, Urban Development Director

SUBJECT:

Consider confirming the following Mayoral appointments to the Sapulpa Board of Adjustment:

Tom Hughes to reappoint for a three year term, with said term expiring in January 2020.

Rick Engleman to reappoint for a three year term, with said term expiring in January 2020.

Deborah Frost to reappoint for a three year term, with said term expiring in January 2020.

John Mark Young to reappoint for a three year term, with said term expiring in January 2022.



Presentations & Proclamations 6.C.

City Council Regular

Meeting Date: February 18, 2019

Submitted By: Nikki Howard, Urban Development Director

SUBJECT:

Consider confirming the following Mayoral appointments to the Historical Preservation Committee:

Rick Engleman to reappoint to a one year term, with said term expiring August 2019.

Tami Fleak to reappoint to a one year term, with said term expiring August 2019.



Presentations & Proclamations 6.D.

City Council Regular

Meeting Date: February 18, 2019

Submitted For: Mike Haefner, Police Chief

Submitted By: Chris Jeffries, Police Department Admin.

SUBJECT:

Consider confirming the following Mayoral appointment to Regional 911 Board:

Deputy Chief Pete Sellers to appoint as a Deputy Director for an indefinite term.



AGENDA ITEM

Public Hearings 8.A.

City Council Regular

Meeting Date: February 18, 2019

Submitted For: David Widdoes, City Attorney

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: John Weidman

SUBJECT:

Consider conducting the second public hearing to provide information and receive public comment regarding Tax Increment District Number Five, SeneGence Increment District, in the City of Sapulpa, Oklahoma.

BACKGROUND:

On May 21st, 2018, the City Council adopted Resolution No. 4528, appointing a review committee to consider the necessity and implications of forming a tax increment financing district for the SeneGence development project. Under the TIF statutes, the governing body is required to hold two public hearings to receive comment and discuss this proposed tax increment financing district. Notice to allow the City to conduct this public hearing was published in the Sapulpa Daily Herald on February 3, 2019 and February 6, 2019, as required by law.

RECOMMENDATION:

Staff recommends that the Mayor and Councilors conduct a public hearing regarding the above-mentioned item.

Attachments

Notice of Public Hearing

Notice Map

NOTICE OF PUBLIC HEARING

Pursuant to 62 O.S. § 859, notice is hereby given that the City Council of the City of Sapulpa, Oklahoma, shall hold a public hearing on January 7, 2019, beginning at 7:00 p.m. in the Sapulpa City Council chambers located at 425 East Dewey, Sapulpa, Oklahoma. The purpose of the public hearing is to provide information and to answer questions; provided, such information shall include, but not be limited to, an analysis of potential positive or negative impacts which may result from the adoption of a project plan for Tax Increment District Number Five, City of Sapulpa, Oklahoma – SeneGence Increment District. The project involves a 200 acre tract located at the intersection of State Highway 33 and State Highway 66, more particularly described as:

A TRACT OF LAND THAT IS THE SOUTH HALF OF THE NORTHEAST QUARTER (S/2 NE/4) AND A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TEN (10) EAST OF THE INDIAN BASE AND MERIDIAN, CREEK COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SE/4 OF SAID SECTION 36; THENCE NORTH TO THE PRESENT RIGHT OF WAY LINE AND THE POINT OF BEGINNING; THENCE CONTINUING N01°01'19"W ALONG THE WEST LINE OF THE SE/4 A DISTANCE OF 2514.03 FEET TO THE CENTER OF SECTION 36; THENCE CONTINUING N01°01'19"W ALONG THE WEST LINE OF THE NE/4 A DISTANCE OF 1325.12 FEET TO THE NORTHWEST CORNER OF THE S/2 OF THE NE/4 OF SECTION 36; THENCE N89°01'33"E ALONG THE NORTH LINE OF THE S/2 OF THE SE/4 A DISTANCE OF 2648.11 FEET TO THE EAST LINE OF THE NE/4; THENCE S01°02'01"E ALONG THE EAST LINE OF THE NE/4 A DISTANCE OF 1325.22 FEET TO THE EAST 1/4 CORNER OF SECTION 36; THENCE S01°00'27"E ALONG THE EAST LINE OF THE SE/4 A DISTANCE OF 1812.37 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF OKLAHOMA STATE HIGHWAY 33; THENCE SOUTH AND WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING CALLS: S50°09'02"W A DISTANCE OF 877.54 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 539.96 FEET, AN ARC LENGTH OF 365.81 FEET, A CHORD BEARING OF SOUTH WEST AND A CHORD DISTANCE OF FEET; THENCE S89°02'31"W A DISTANCE OF 905.33 FEET; THENCE S00°57'19"E A DISTANCE OF 32.08 FEET; THENCE S89°02'29"W A DISTANCE OF 720.33 FEET TO THE POINT OF BEGINNING -AND-

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4) AND THE EAST 15 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) LESS AND EXCEPT THAT PART ALONG THE SOUTH SIDE OF THE PROPERTY FOR THE HIGHWAY, IN SECTION THIRTY-SIX (36), EIGHTEEN (18) NORTH, RANGE TEN (10) EAST OF THE INDIAN BASE AND MERIDIAN, CREEK COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U. S. GOVERNMENT SURVEY THEREOF.

AND LESS AND EXCEPT

PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TEN (10) EAST OF THE INDIAN BASE AND MERIDIAN, CREEK COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U. S. GOVERNMENT SURVEY THEREOF, BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A "X" IN CONCRETE MARKING THE SOUTHEAST CORNER OF THE SE/4 SW/4; THENCE ALONG THE EAST LINE OF SAID FORTY, N01°01'25"W 134.01 FEET TO A 1/2 INCH SET REBAR WITH CAP ON THE NORTH RIGHT OF WAY LINE OF OKLAHOMA STATE HIGHWAY 33 AND THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH RIGHT OF WAY LINE, S89°05'53"W 493.49 FEET TO A 1/2 INCH SET REBAR WITH CAP; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, N01°01'25"W 1189.56 FEET TO A 1/2 INCH SET REBAR WITH CAP ON THE SOUTH LINE OF THE NE/4 SW/4; THENCE ALONG THE SOUTH LINE OF SAID FORTY, S89°02'16"W 830.41 FEET TO A 1/2 INCH EXISTING REBAR MARKING THE SOUTHWEST CORNER OF THE NE/4 SW/4; THENCE ALONG THE WEST LINE OF SAID FORTY, N01°01'52"W 941.54 FEET TO A 1/2 INCH SET REBAR WITH CAP; THENCE LEAVING SAID WEST LINE, N89°01'27"E 1274.02 FEET TO A 1/2 INCH SET REBAR WITH CAP; THENCE S01°01'25"E 557.13 FEET TO A 1/2 INCH SET REBAR WITH CAP; THENCE S89°02'12"W 379.40 FEET TO A 1/2 INCH SET REBAR WITH CAP; THENCE S00°57'48"E 334.69 FEET TO A 1/2 INCH SET REBAR WITH CAP; THENCE N89°02'12"E 429.75 FEET TO A 1/2 INCH SET REBAR WITH CAP ON THE EAST LINE OF THE E/2 SW/4; THENCE ALONG THE EAST LINE OF SAID E/2, S01°01'25"E 1240.10 FEET TO THE POINT OF BEGINNING. TOGETHER WITH EASEMENT RIGHTS FOR ACCESS, PEDESTRIAN AND VEHICULAR, OVER AND ACROSS THE PROPERTY MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A "X" IN CONCRETE MARKING THE SOUTHEAST CORNER OF THE SE/4 SW/4; THENCE ALONG THE EAST LINE OF SAID FORTY, N01°01'25"W 134.01 FEET TO A 1/2 INCH SET REBAR WITH CAP ON THE NORTH RIGHT OF WAY LINE OF OKLAHOMA STATE HIGHWAY 33 AND THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH RIGHT OF WAY LINE, S89°05'53"W 50.00 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, N01°01'25"W 1240.05 FEET; THENCE N89°02'12"E 50.00 FEET TO A 1/2 INCH SET REBAR WITH CAP ON THE EAST LINE OF THE E/2 SW/4; THENCE ALONG THE EAST LINE OF SAID E/2, S01°01'25"E 1240.10 FEET TO THE POINT OF BEGINNING.

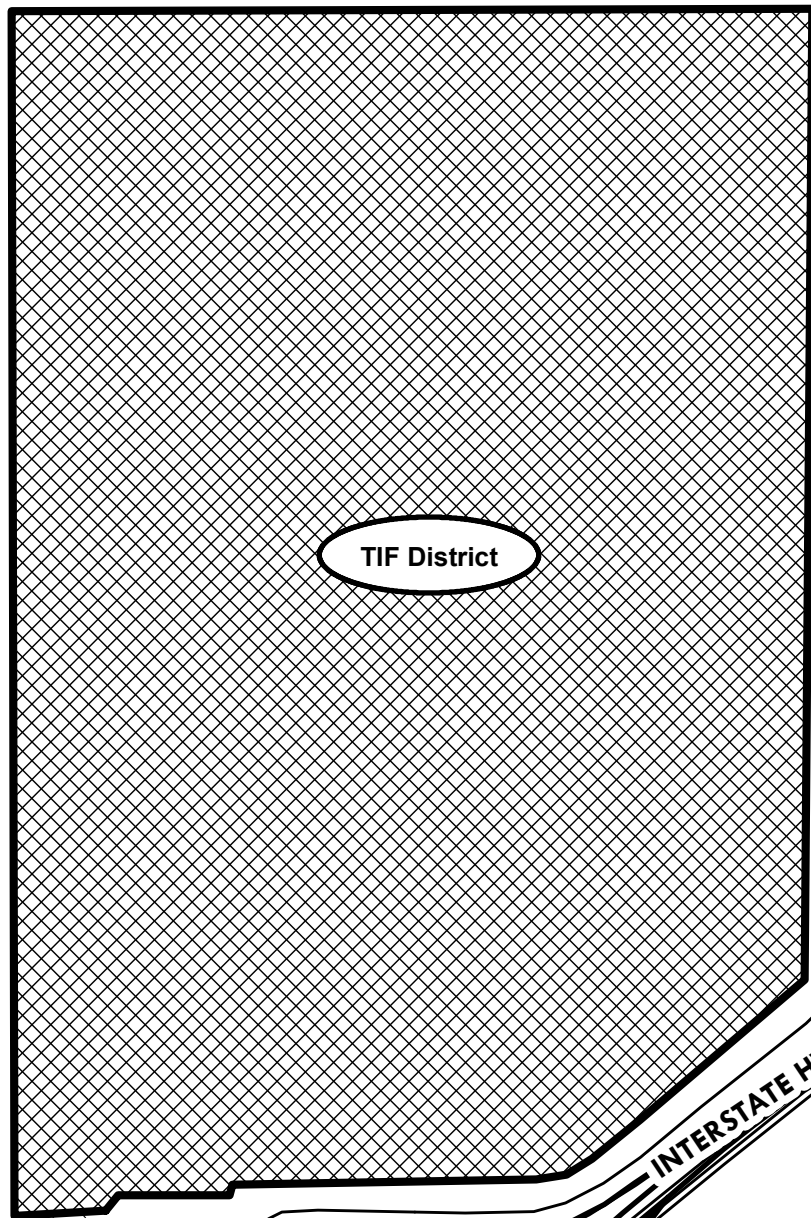
The public works or improvements to be authorized and constructed include: storm water drainage facilities and erosion controls, sanitary sewer and water line extensions and facilities; improvements to public streets, sidewalks and parking areas, traffic and quality of life improvements, intersection extensions and improvements, including signalization; and other public improvements as outlined in the Project Plan.

A copy of the project plan is on file in the City Clerk's office and may be reviewed during normal business hours by any interested party. The date of the second public hearing shall be announced in the presence of the persons in attendance at the hearing. One purpose of the public hearings shall be to give any interested persons the opportunity to express their views on the proposed plan or amendment thereto prior to any vote being taken.

David R. Widdoes, OBA #13799

Sapulpa City Attorney

General Location Map Sapulpa, Creek County Oklahoma



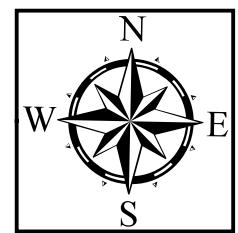
OG&E



Legend

- 2018_Parcel_OCT
- ROADS & STREETS
- HIGHWAYS & INTERSTATES

Date: 11/27/2018





AGENDA ITEM

Administration 10.A.

City Council Regular

Meeting Date: February 18, 2019

Submitted For: David Widdoes, City Attorney

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: John Weidman

SUBJECT:

Discussion and possible action regarding an Ordinance Approving and Adopting That Certain Project Plan Relating to Increment District Number Five, City of Sapulpa, Oklahoma ("Senegence Increment District") Dated November 14, 2018; Ratifying and Confirming Actions, Recommendations and Findings; Establishing "Increment District Number Five, City of Sapulpa, Oklahoma"; Designating and Adopting Project Area and Increment District Boundaries; Adopting Certain Findings; Apportioning Incremental Ad Valorem Revenues; Creating the Senegence Increment District Apportionment Fund; Designating the Sapulpa Development Authority as the Public Entity to Carry Out and Administer the Project Plan and Authorizing the Authority to Make Minor Plan Amendments; Repeal or Modification of Ordinance; Designating the Chairman of the Sapulpa Development Authority as the Person in Charge of the Administration of the Plan; Providing for Severability; and Containing Other Provisions Relating Thereto.

BACKGROUND:

This Ordinance is presented following the conclusion of the second public hearing same (item 8.A on this Agenda).

RECOMMENDATION:

Staff recommends Council approve the Ordinance and authorize the Mayor to execute same.

Attachments

Ordinance

Exhibit "A"

Ordinance #2811

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING THAT CERTAIN PROJECT PLAN RELATING TO INCREMENT DISTRICT NUMBER FIVE, CITY OF SAPULPA, OKLAHOMA (“SENEGENCE INCREMENT DISTRICT”) DATED NOVEMBER 14, 2018; RATIFYING AND CONFIRMING ACTIONS, RECOMMENDATIONS AND FINDINGS; ESTABLISHING “INCREMENT DISTRICT NUMBER FIVE, CITY OF SAPULPA, OKLAHOMA”; DESIGNATING AND ADOPTING PROJECT AREA AND INCREMENT DISTRICT BOUNDARIES; ADOPTING CERTAIN FINDINGS; APPORTIONING INCREMENTAL AD VALOREM REVENUES; CREATING THE SENEGENCE INCREMENT DISTRICT APPORTIONMENT FUND; DESIGNATING THE SAPULPA DEVELOPMENT AUTHORITY AS THE PUBLIC ENTITY TO CARRY OUT AND ADMINISTER THE PROJECT PLAN AND AUTHORIZING THE AUTHORITY TO MAKE MINOR PLAN AMENDMENTS; REPEAL OR MODIFICATION OF ORDINANCE; DESIGNATING THE CHAIRMAN OF THE SAPULPA DEVELOPMENT AUTHORITY AS THE PERSON IN CHARGE OF THE ADMINISTRATION OF THE PLAN; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, by letter dated May 11, 2018, SGII, Inc. d/b/a SeneGence International (hereinafter the “Developer”), proposed the establishment of a “tax increment district” within the City of Sapulpa, Oklahoma (hereinafter the “City”) to provide development financing assistance in connection with the Developer’s proposal to construct public infrastructure improvements for the development of approximately 241 acres of land within the City at the interchange of Interstate 44 and SH-33; and

WHEREAS, on May 21, 2018 the City Council of the City adopted Resolution No. 4528, authorizing and directing the City of Sapulpa Local Development Act Review committee to analyze the Developer’s proposal and to determine whether the area described in the proposal would qualify as a “tax increment district” pursuant to the provisions of the Oklahoma Local Development Act, Title 62, Sections 850 et seq. Oklahoma Statutes, (Supp 2016) (hereinafter the “Local Development Act”); and

WHEREAS, the Developer's proposal has been incorporated into the terms of that certain Project Plan Relating to Increment District Number Five, City of Sapulpa, Oklahoma (SeneGence Increment District) dated July 1, 2018 (hereinafter, the “Project Plan”); and

WHEREAS, the Local Development Act Review Committee, representing each of the taxing jurisdictions in which the proposed district is located, as well as the public at large, has reviewed the Project Plan and the proposed increment district in accordance with the criteria specified in the Local Development Act; and

WHEREAS, the Local Development Act Review Committee has also considered the financial impact of the Project Plan on each taxing jurisdiction, and has made its findings as to the financial impact which will result from the adoption of the Project Plan; and

WHEREAS, on November 27, 2018 the City of Sapulpa Metropolitan Area Planning Commission found the Project Plan to be in compliance with the Comprehensive Plan of the City of Sapulpa and voted to recommend approval of the Project Plan to the City Council; and

WHEREAS, all reasonable efforts have been made to allow full public knowledge and participation in the application of the Local Development Act in the review and approval of the proposed Project Plan and related tax increment district; and

WHEREAS, all required notices have been given and all required hearings have been held in connection with the proposed Project Plan, in accordance with the provisions of the Local Development Act, the Oklahoma Open Meetings Act, Title 25, Sections 301 et seq. of the Oklahoma Statutes, and other applicable laws; and

WHEREAS, implementation of the Project Plan will be facilitated by the designation of the Sapulpa Development Authority (hereinafter, the “Authority”) as the public entity authorized to carry out and administer the Project Plan and to exercise certain powers necessary thereto; and

WHEREAS, it is in the best interests of the City of Sapulpa and its citizens to approve the Project Plan, to establish the proposed increment district and to authorize the Authority to undertake those programs and projects described therein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAPULPA, OKLAHOMA, TO-WIT:

SECTION 1. Approving and Adopting the Project Plan Relating to Increment District Number Five, City of Sapulpa, Oklahoma. The Project Plan, as recommended by the Local Development Act Review Committee and the City of Sapulpa Planning Commission, is hereby adopted and approved in the form attached hereto as Exhibit “A”.

SECTION 2. Ratifying and Confirming Actions, Recommendations and Findings. All actions taken, recommendations, findings and conclusions made in connection with the Project Plan by the Local Development Act Review Committee and the City of Sapulpa Planning Commission are hereby ratified and confirmed.

SECTION 3. Establishing “Increment District Number Five, City of Sapulpa, Oklahoma”. There is hereby established “Increment District Number Five, City of Sapulpa, Oklahoma”, in accordance with the provisions of Section 861 and other applicable provisions of the Local Development Act. The district shall be effective as of a date specified by City Council in accordance with Section 856 B(2) of the Local Development Act. For identification purposes, Increment District Number Five, City of Sapulpa, Oklahoma may also be referred to herein as the “SeneGence Increment District”.

SECTION 4. Designating and Adopting Project Area and Increment District Boundaries. The boundaries of the SeneGence Increment District and the related Project Area are hereby adopted as set forth in Exhibit “B” and Exhibit “C”, respectively, both attached hereto and made a part hereof.

SECTION 5. Adopting Certain Findings. In accordance with the Local Development Act, the City Council hereby finds:

(a) That boundaries of the proposed district are within an area requiring public improvements to serve as a catalyst for retaining or expanding employment, to attract major investment in the area and to preserve or enhance the tax base. Therefore, the proposed district qualifies as a “reinvestment area” pursuant to Section 853 of the Local Development Act, and, therefore, is eligible for designation as a tax increment district.

(b) That contemplated private and public projects within the SeneGence Increment District are likely to enhance the value of other real property, increase ad valorem tax revenues to taxing jurisdictions, and effectuate an increase in employment opportunities within the SeneGence Increment District, as well as promote the general public interest.

(c) That the guidelines specified in Section 852 of the Local Development Act have been and shall be followed in relation to the SeneGence Increment District and the Project Plan relating thereto.

(d) That the aggregate net assessed value of all taxable property in all districts within the City of Sapulpa, as determined pursuant to Section 862 of the Local Development Act, does not exceed thirty-five (35%) of the total net assessed value of taxable property within the City of Sapulpa, Oklahoma.

(e) That the aggregate net assessed value of the taxable property in all districts, as determined pursuant to Section 862 of the Local Development Act, within the City of Sapulpa, Oklahoma, does not exceed twenty-five percent (25%) of the total net assessed value of any school district located within the City of Sapulpa.

(f) That the land area contained within all districts, as determined pursuant to Section 862 of the Local Development Act, within the City of Sapulpa does not and shall not exceed twenty-five percent (25%) of the total land area of the City of Sapulpa, Oklahoma.

(g) That within ninety (90) days of the approval of the Project Plan the County Assessor shall certify the base assessed value for the proposed district pursuant to Section 862 of the Local Development Act, and it shall be the responsibility of the Sapulpa Development Authority to monitor the status of this assessment.

(h) That the Project Plan is feasible and conforms to the Comprehensive Plan of the City of Sapulpa, Oklahoma.

SECTION 6. Apportioning Incremental Ad Valorem Tax Revenues. In accordance with the provisions of the Local Development Act, increments of all ad valorem taxes generated within the SeneGence Increment District, as such increments are determined and defined by the Local Development Act (hereinafter, the “Ad Valorem Increment Revenues”), are hereby apportioned and set aside from all other ad valorem taxes levied within the SeneGence Increment District, to be used exclusively for:

(a) the payment of “project costs” (as defined in the Local Development Act) incurred in connection with the development or construction of those projects listed in the Project Plan;

(b) the reimbursement of the City, or any agency thereof which has paid “project costs” from funds which were not increments derived from the SeneGence Increment District, but only to the extent that such sums were actually paid; and

(c) the payment of principal, interest and premium, if any, on any developer indebtedness as defined in the Project Plan, all or a portion of the proceeds of which are to be used in accordance with clauses (i) or (ii) above.

The apportionment of ad valorem taxes pursuant to this section shall terminate upon the final payment of, or reimbursement for, all “project costs” incurred in connection with the projects listed in the Project Plan, and the payment of all outstanding principal, accrued interest, and premium due on any developer indebtedness, as defined in the Project Plan, issued hereunder; provided, however, that in no case shall the apportionment of revenues pursuant hereto extend beyond twenty (20) years from the Effective Date, unless such period is modified by subsequent action of the City Council.

SECTION 7. Creating the SeneGence Increment District Apportionment Fund. During the period of apportionment, and subject to the City’s right to subsequently repeal, modify or amend this Ordinance, the increments apportioned hereunder shall be transferred by the respective taxing authorities to the “SeneGence Increment District Apportionment Fund” (herein the Apportionment Fund”), which fund shall be held by and be the property of, the Sapulpa Development Authority (except that such fund may also be held by a trustee bank acting on behalf of the Authority). No portion of such increments and no portion of the Apportionment Fund shall constitute a part of the general fund of the City of Sapulpa, Oklahoma.

SECTION 8. Designating the Sapulpa Development Authority As the Public Entity to Carry Out and Administer the Project Plan and Authorizing the Authority to Make Minor Amendments to the Project Plan. The Sapulpa Development Authority shall be and is hereby designated and authorized as the public entity to carry out and administer the provisions of the Project Plan, in accordance with its respective responsibilities, and to exercise all powers deemed necessary and appropriate for public trusts as set forth in the Local Development Act or the Public Trust Act, Title 60, Section 176 et seq. of the Oklahoma Statutes, including the right to make minor amendments to the Project Plan. For these purposes, an amendment shall be considered to be "minor" if: (i) such amendment does not change the character or purpose of the Project Plan; (ii) does not affect more than five percent (5%) of the district 's area; or (iii) does not affect more than five percent (5%) of the public costs of the plan to be financed by apportioned tax increments, all as determined on a cumulative basis.

SECTION 9. Appeal or Modification of Ordinance; No Contractual Obligations Past the Fiscal Year. The City, by these provisions, does not waive any right which it has now or may have in the future, to repeal, modify or amend this Ordinance, by subsequent action of the City Council, as provided in Section 856(C) of the Local Development Act. In adopting this Ordinance, the City does not purport to create any contractual obligation extending beyond the City's current or any subsequent fiscal year with regard to the establishment or maintenance of the SeneGence Increment District, or the apportionment of ad valorem increments; provided, however, that the City

may, on a year-to-year basis, agree to transfer to the Apportionment Fund, any apportioned increments which it receives. All developer indebtedness issued pursuant to this section shall state that such bond or note is not a debt, general or special, liability or obligation of the City of Sapulpa or the State of Oklahoma or any other agency or authority of such entities, including the Sapulpa Development Authority. The bond or note shall further state that the issuance of such bond or note does not give rise to a charge against the general credit or taxing powers of the City of Sapulpa, or a claim on the revenues or resources of the State of Oklahoma, and that such bond or note is not an obligation of the Sapulpa Development Authority.

SECTION 10. Designating the Chairman of the Sapulpa Development Authority as the Person In Charge of the Administration of the Plan. The Chairman of the Sapulpa Development Authority, or his or her successor-in-office shall be the person in charge of implementation of the Project Plan.

SECTION 11. Providing for Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional, such portion shall not affect the validity of the remaining portions of this Ordinance.

SECTION 12. Effective Date. This Ordinance shall become effective thirty (30) days following its final adoption, as provided by Oklahoma law.

PASSED by the City Council of the City of Sapulpa, Oklahoma this 18th day of February, 2019.

CITY OF SAPULPA, OKLAHOMA

ATTEST:

Mayor

City Clerk

(SEAL)

**PROJECT PLAN RELATING TO
INCREMENT DISTRICT NUMBER FIVE, CITY OF SAPULPA, OKLAHOMA
(SENEGENCE INCREMENT DISTRICT)**

Prepared by the:

CITY OF SAPULPA, OKLAHOMA

And the

SAPULPA DEVELOPMENT AUTHORITY

In conjunction with

SENEGENCE, INC.

DATED: November 14, 2018

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INTRODUCTION

By letter dated May 11, 2018, SGII Inc., d/b/a/ SeneGence International (the "Developer"), proposed the establishment of a "tax increment district" within the City of Sapulpa, Oklahoma (the "City") as necessary to facilitate the Developer's proposal to develop, construct and operate an Industrial Park (the "Project Facilities") to be located along U.S. Highway 33 in the City of Sapulpa, Oklahoma (the "Project"). The assistance provided through such district will be used to reimburse all or a portion of the qualified project costs of extensive public infrastructure required in the development and construction of the Project Facilities.

On May 21, 2018, the governing body of the City (the "City Council") adopted Resolution No. 4528, creating, authorizing and directing the City of Sapulpa Local Development Act Review Committee (the "Review Committee") to analyze the Developer's proposal and to determine whether the area described in the proposal (the "Project Area") will qualify as a "tax increment district" pursuant to the provisions of the Oklahoma Local Development Act, Title 62, Sections 850, *et seq.*, of the Oklahoma Statutes (the "Local Development Act").

Before a "tax increment district" may be established, the Local Development Act, at Sections 855-856, requires that the City shall cause to be prepared, and the Review Committee, City Planning Commission and City Council shall consider and act upon, a project plan that must include the following:

1. A description of the proposed boundaries of the district and the proposed boundaries of the project area, by legal description and by street or other recognizable physical feature accompanied by a sketch clearly delineating the area in detail;
2. A general description of the kind, number and location of the proposed public works or improvements, the anticipated private investments and the estimated public revenues which should accrue from development of the Project;
3. A list of estimated project costs including administrative expenses;
4. A general description of the methods of financing the estimated project costs, the expected sources of revenue to finance or pay project costs, and the general time when the costs or monetary obligations related thereto are to be incurred;
5. A map showing existing uses and conditions of real property in the district and a map showing proposed improvements to and proposed uses of that property;
6. Proposed changes in zoning;
7. Proposed changes in the master plan and city ordinances if required to implement the project plan;
8. The name of the person who shall oversee the implementation of all of the project plans of the district with such name being forwarded to the Oklahoma Department of Commerce; and
9. A designation of any public entity to be authorized to carry out all or part of the project plan.

The Review Committee is required, by the Local Development Act, Section 855, to consider and make its findings and recommendations to the governing body, the City Council in this case, with respect to conditions that establish the eligibility of the proposed district for funding by the apportionment of ad valorem tax increments. In this instance, the City and the Developer propose to use increments from ad valorem taxes levied upon taxable value of the Project Area in excess of the base assessed value to fund eligible "Project Costs," as that term is defined at Section 853(14) of the Act, all in accordance with Section 861 of the Act.

The Local Development Act also requires the Review Committee to prepare an "Impact Analysis" for the purposes of evaluating the positive and/or negative impact of tax increment apportionments pursuant to the Project Plan on the other taxing jurisdictions represented on the Review Committee and considering the impact of the Project on the surrounding community outside the tax increment district (such as enhanced property values; job opportunities; influx to population). (See *Impact Analysis*, Appendix F.)

With respect to the proposed Project, the foregoing requirements will be detailed as, and referred to as, components of the SeneGence Increment District Project Plan (the "Project Plan").

This Project Plan has been prepared by the City, the Sapulpa Development Authority (the "Authority") and legal consultants with direction and assistance from the Developer, to present the information required by the Local Development Act in relation to the establishment of "Increment District Number Five, City of Sapulpa, Oklahoma (SeneGence Increment District)" (the "Increment District")¹.

¹ Any statements contained in this Project Plan or in the appendices involving matters of opinion, estimates or projections and whether or not expressly so stated, are intended as such and are not stated as representations of fact. Summaries of documents referred to herein do not purport to be complete or definitive, and all references made to such documents are qualified in their entirety by reference to the complete document. The information contained herein has been compiled from sources believed to be reliable, as of the date hereof. Such information is subject to change and/or correction at any time prior to adoption of this Project Plan by the City.

I. DESCRIPTION OF THE PROPOSED BOUNDARIES OF THE INCREMENT DISTRICT AND THE PROJECT AREA

A. Boundaries of the Increment District by Legal Description, Street Address and Sketch.

The legal description, such street addresses as have been assigned, and sketch of the Increment District are as provided on **Appendix “A”**.

B. Boundaries of the Project Area by Legal Description, Street Address and Sketch.

The Project Area and the boundaries of the Increment District are co-extensive. Thus, the legal description, street address and sketch of the Project Area are the same as those of the Increment District found in Appendix A.

II. GENERAL DESCRIPTION OF THE KIND, NUMBER AND LOCATION OF PROPOSED PUBLIC WORKS OR IMPROVEMENTS, ANTICIPATED PRIVATE IMPROVEMENTS, AND ESTIMATED PUBLIC REVENUES WHICH SHOULD ACCRUE FROM DEVELOPMENT OF THE PROJECT

A. Proposed Public Works or Improvements. The public works or improvements to be authorized and constructed under this Project Plan include: storm water drainage facilities and erosion controls, sanitary sewer and water line extensions and facilities; site development; grading, paving and other improvements to public streets, sidewalks and parking areas, including the acquisition of additional area, lighting, and striping the same; traffic and quality of life improvements, including historical bridge rehabilitation, intersection extensions and improvements, including signalization; improvement and additions to public park and recreational facilities, including sport facilities and pedestrian/ biking trails; public safety improvements including a fire training facility; and any other public improvement reasonably required and/or related to the development and construction of the Project. Financial Assistance for these public works or improvements to be provided to the Developer pursuant to the terms of an “Assistance Agreement”, and this Project Plan includes reimbursement from ad valorem tax of all or a portion of the costs associated with these improvements, in an amount not to exceed \$40,000,000 (or for a period not to exceed the 20-year term of the Increment District, whichever occurs first). Without limitation, the costs for which payment to the Developer may be made shall include only such costs as are included in the definition of "Project Costs" in Section 853 of the Local Development Act. Payment may also be made for qualified Project Costs that have been incurred prior to approval of this Project Plan. The improvements for which financing assistance is to be provided, and the anticipated amount of qualified Projects Costs, are detailed in Section III of this Project Plan.²

B. Anticipated Private Improvements. The private improvements proposed for the Project Area/Increment District include 7 Phases of construction of infrastructure and improvements, comprised of a distribution center, office buildings, maintenance buildings, and manufacturing buildings. A detailed description of proposed private improvements and costs can be found in **Appendix “B”**, attached hereto. Although the Developer is not at liberty to disclose any proprietary or confidential information regarding the proposal for this site, the Developer can represent that there is a reasonable certainty that the transaction will be concluded favorably if the Project Plan is adopted by the City Council.

² Please see Appendix B for a graphic depiction of the completed development, including public works to be installed on the site and the proposed additional construction of structures and amenities by private investment for commercial/warehouse and office mixed uses.

C. Estimated Public Revenues. The City estimates that the public works or improvements described in this Project Plan, together with the private development, will result in ad valorem increments that are conservatively stated on Appendix C. These public revenues are estimated to accrue, as follows:

1. Ad Valorem Taxes.

(a) Real Property Taxes. The estimates regarding incremental ad valorem taxes on Project Area property are based upon an assessment ratio of twelve percent (12%) for real property and an estimated tax rate of 105 mils, in the interest of attaining conservative revenue projections. Ad valorem taxable value generated by the construction of all phases of the Project will increase by as much as \$113,400 in the first year of taxation (year 2021 based on construction of Phase 1 commencing early 2019). If all anticipated Phases (1-7) are completed during their expected time frame, it is projected that the average annual increment tax revenue will be approximately \$2,205,000. This is expected to generate approximately \$47,404,473 in new ad valorem revenues over the term of the Increment District. See Appendix C for a detailed projection of Ad Valorem Tax Increment Calculations.

(b) Personal Property Taxes. Ad valorem revenues generated from the installation of personal property within the SeneGence Increment District is expected to generate new increment revenues over the term of the district. As it is difficult to know at this time the value of the personal property that will be installed in the Project, we cannot project the amount of revenue it will generate with any certainty. However, there will certainly be business personal property, and personal property tax will be levied at the same rate as real property.

The aggregate of ad valorem increments eligible for reimbursement to the Developer of qualified Projects Costs is also shown Appendix C.

III. ESTIMATED PROJECT COSTS, INCLUDING ADMINISTRATIVE EXPENSES

A. Sanitary Sewer Line Extensions. Infrastructure improvements will include the construction of a sanitary sewer main line within the Project Area and extensions throughout the Project Area. While costs cannot accurately be predicted at this stage with precision, it is estimated that the costs relating to this component of the Project will be approximately \$7,500,000.

Project Costs under this category include the actual costs of the acquisition, demolition, alteration, construction and/or reconstruction of new or existing structures and facilities including fixtures, including sanitary and storm water sewers, and similar public improvements, related common utility or service facilities, related grounds clearing and rehabilitation, any environmental remediation related thereto; utility relocation costs; and professional service costs, including those incurred for architectural, planning, engineering and legal services.

B. Roadway, Route 66 Bridge, Floodway and Destination Park Improvements. Infrastructure improvements will include signals at the Highway 33 and Senegence entrance intersections, Route 66 bridge rehabilitation improvement, and the acquiring, constructing, improving, equipping, renovating and beautifying adjacent public park lands and floodway improvements. Although costs cannot accurately be predicted at this stage with precision, it is estimated that the costs relating to this component of the Project will be approximately \$4,000,000.

Project Costs under this category include the actual costs of the acquisition, alteration, demolition, construction and/or reconstruction of new or existing streets, bridges, roadway improvements, structures and facilities and related common utility or service facilities, related grounds clearing, floodway improvements and rehabilitation, any environmental remediation related thereto; utility relocation costs; and professional service costs, including those incurred for architectural, planning, engineering and legal services.

C. SH-66 Roadway Rehabilitation and Improvements. Roadway and site access infrastructure improvements will include construction of innovative traffic control designs at the intersection of 117A and SH-66 that will be provide access to original Route 66 and benefit all users of SH-66, SH-117A and Route 66. Although costs cannot accurately be predicted at this stage with precision, it is estimated that the costs relating to this component of the Project will be approximately \$1,000,000.

Project Costs under this category include the actual costs of the acquisition, demolition, alteration, construction and/or reconstruction of new or existing streets, bridges, roadway improvement structures and facilities including fixtures, including sanitary and storm water sewers, water distribution, fire suppression and similar public improvements, related common utility or service facilities, related grounds clearing and rehabilitation, any environmental remediation related thereto; utility relocation costs; and professional service costs, including those incurred for architectural, planning, engineering and legal services.

D. P&R Trails & School-Youth Sport Facility Improvements. Infrastructure improvements will include acquiring, improving, constructing, remodeling and beautifying public park lands, including public bike and pedestrian trails and parkways and sport facilities. Although costs cannot accurately be predicted at this stage with precision, it is estimated that the costs relating to this component of the Project will be approximately \$3,500,000.

Project Costs under this category include the actual costs of the acquisition, demolition, alteration, construction and/or reconstruction of new or existing structures and facilities including fixtures, including sports facilities and trails, related common utility or service facilities, related grounds clearing and rehabilitation, any environmental remediation related thereto; utility relocation costs; and professional service costs, including those incurred for architectural, planning, engineering and legal services.

E. Historic Downtown Restoration Improvements. Improvements will include the construction, reconstruction, alteration, remodeling and beautifying of hardscaping, landscaping, lighting, building façades, sidewalks and other similar downtown aesthetics. Although costs cannot accurately be predicted at this stage with precision, it is estimated that the costs relating to this component of the Project will be approximately \$1,500,000.

Project Costs under this category include the actual costs of the acquisition, demolition, alteration, construction and/or reconstruction of new or existing utility or service facilities, related grounds clearing and rehabilitation, any environmental remediation related thereto; utility relocation costs; and professional service costs, including those incurred for architectural, planning, engineering and legal services.

F. Creek County Schools, STEM Endowment Fund. Although costs cannot accurately be predicted at this stage with precision, it is estimated that the costs relating to this component of the Project will be approximately \$1,500,000.

Project Costs under this category include the creation of a fund to be used to promote and develop educational advances in science, technology, engineering, and mathematics within Creek County; including the actual costs of facilities, equipment, operational costs and supplies that support STEM education.

G. Creek County Head Start Endowment Fund. Although costs cannot accurately be predicted at this stage with precision, it is estimated that the costs relating to this component of the Project will be approximately \$500,000.

Project Costs under this category include the creation of a fund to be used to promote and develop a Head Start Program within Creek County; including the actual costs of facilities, equipment, operational costs and supplies that support Head Start education.

H. Route 66 Fire Training Facility Improvement. Infrastructure improvements will include acquiring, improving, constructing, remodeling and repairing public safety facilities. Although costs cannot accurately be predicted at this stage with precision, it is estimated that the costs relating to this component of the Project will be approximately \$2,000,000.

Project Costs under this category include the actual costs of the acquisition, demolition, alteration, construction and/or reconstruction of new or existing structures and fixtures, including sanitary and storm water sewers, water distribution, fire suppression and similar public improvements, related common utility or service facilities, related grounds clearing and rehabilitation, any environmental remediation related thereto; utility relocation costs; and professional service costs, including those incurred for architectural, planning, engineering and legal services.

I. Financing Costs. "Financing costs" includes all or a portion of the interest paid to holders of bonds, notes or other forms of indebtedness issued by the City, one of the City's political subdivisions, or the Developer to pay for project costs, before and during construction, premiums paid over and above the principal amount for redemption prior to maturity, costs of issuance, necessary or appropriate reserves; and fees for bond guarantees, letters of credit and bond insurance, if any. Financing costs also include Developer Financing Assistance as necessary. While many of these costs cannot be accurately predicted at this stage, it is estimated that the interest costs over the term of the indebtedness incurred in connection with the project costs will not exceed \$17,765,000. Payments of costs associated with Developer indebtedness will only be paid on interest incurred during construction of the projects listed above, and after completion thereof.

Additional costs necessary or appropriate to implement this Project Plan that are to be financed by other than apportioned tax increments may be approved by the City at any time. The provisions of this section I. are not a limitation on project related costs to be financed by sources other than the apportioned tax increments.

J. Professional Fees; Legal Costs of Establishing District; Administrative Costs and Financing Costs/Interest Expense. "Organizational Costs" include the legal and clerical charges for time spent drafting the Project Plan, coordinating exhibits, contacting and organizing the Review Committee and drafting contracts to implement the Project Plan. Such costs are expected to be a single expense of \$35,000. "Administrative Costs" include reasonable charges for the time spent by employees of the City and the Authority, or employees of private entities under contract with either public entity for planning and implementation of the Project Plan, including professional service costs incurred for architectural, planning, engineering, legal, financial and bond counsel's advice and services; and costs for determining or re-determining the base assessed value of the Increment District. It is estimated that such administrative costs will not exceed \$35,000 per year, for a total of \$700,000 over the 20-year term of the Increment District. Financing and interest costs on debt incurred by the Developer for the initial costs of funding all the foregoing is expected to total \$17,765,000. This item J. comes to an aggregate sum of \$18,500,000.

Summation:

Project Development/Construction Costs	\$21,500,000
Organizational Costs	\$35,000
Administrative Costs (\$35,000/year for twenty years)	\$700,000
Financing Costs/Interest	\$17,765,000

TOTAL OF ESTIMATED QUALIFIED PROJECT COSTS **\$40,000,000**

IV. GENERAL DESCRIPTION OF METHODS OF FINANCING ESTIMATED PROJECT COSTS, EXPECTED SOURCES OF REVENUE TO FINANCE OR PAY PROJECT COSTS, AND GENERAL TIME WHEN COSTS OR MONETARY OBLIGATIONS ARE TO BE INCURRED

A. Methods of Financing Project Costs. It is expected that all qualified Project Costs described above will be paid from a combination of debt incurred by the Authority, the Developer and the Developer's equity, including Developer Financing Assistance. Prospective investors in the Project have represented that it would be infeasible for them to finance the Project without the assistance offered under the Local Development Act. A project financing plan, proceeds from one or more notes or other evidences of indebtedness obtained by the Developer, and the schedule for payment of Project Costs over the term of the District will be provided to the Authority if and when such a financing plan materializes.

B. Expected Sources of Revenues. As provided by Section 861 of the Local Development Act, reimbursement for the Developer's payment of equity funds and principal and interest costs on the redemption of the Authority's tax apportionment bonds or notes on the Developer's debt that have been expended on qualified Project Costs will be made from the ad valorem tax revenue increments over tax collected on the base assessed value up to a maximum of \$40,000,000, as set forth on Appendix C, or until expiration of the 20-year term of the Increment District, whichever occurs sooner. After the first three of the foregoing qualified Project Costs are fully reimbursed and paid for by the ad valorem tax revenue increments, any subsequent qualified Project Costs shall be reimbursed by 90% of ad valorem tax increments over tax collected on the based assessed value, with the remaining 10% to be distributed to the taxing jurisdictions according to their millage. (Such revenues are referred to as the "Tax Increment Revenues").

In accordance with the provisions of the Local Development Act, increments of ad valorem taxes generated within the Increment District, as such increments are determined and defined by the Local Development Act, are to be apportioned and set aside from all other ad valorem taxes levied within the SeneGence Increment District to be used exclusively for:

(i) the payment of "project costs" (as defined in the Local Development Act) incurred in connection with the development or construction of those projects listed in this Project Plan;

(ii) the reimbursement of the City, or any agency thereof, which has paid "project costs" from funds which were not increments derived from the SeneGence Increment District, but only to the extent that such sums were actually paid; and

(iii) the payment of principal, interest and premium, if any on any Developer Indebtedness all or a portion of the proceeds of which are to be used in accordance with clauses (i) or (ii) above.

(Such revenues being hereinafter referred to as the “Ad Valorem Increment Revenues”).

The apportionment of ad valorem tax increments pursuant to this Section IV shall terminate upon the reimbursement for all qualified Project Costs incurred in connection with the this Project Plan up to a maximum of \$40,000,000; provided, however, that in no case shall the apportionment of revenues pursuant hereto extend beyond 20 years from the effective date of the Increment District established in the ordinance of the governing body adopting this Project Plan, unless such period is modified by subsequent action of the City Council.

Pursuant to the Local Development Act, the Ad Valorem Tax Increment Revenues apportioned hereunder shall be transferred by the respective taxing authorities to a special fund to be known as the "Increment District Apportionment Fund" (the "Apportionment Fund"), which fund will be held by and be the property of, the Authority. No portion of such increments and no portion of the Apportionment Fund shall constitute a part of the General Fund of the City. All Tax Increment Revenues so collected shall be placed into a separate account created within the Apportionment Fund and pledged as security for the payment of the authorized reimbursements to the Developer. (Such account shall be designated as the "Tax Increment Revenue Account").

C. Time When Costs or Monetary Obligations Are to Be Incurred. All qualified Project Costs described herein (except for annual finance and administrative costs) will be incurred no later than 15 years past the commencement date of the District, in substantial conformance to the expenditure schedule of private improvements at Appendix B. Financing costs and annual administrative costs will be incurred during the remaining term of the district.

D. Compliance with Allowable Term of TIF District. Pursuant to the anticipated ordinance of the governing body establishing the Increment District, its effective date is expected to be approved by the City Council in 2019, in coordination with the construction schedule. This date will be set in accordance with the way ad valorem taxes are assessed and collected. Assuming no improvements are completed and generating revenue until 2020, they would not appear on the assessments until January 2021. Incremental increases in the property value during 2021 through 2029 due to on-going construction will be reflected in adjustments to the base assessed value. Apportionment of tax increment revenues for twenty (20) years from the effective date of the ordinance adopting this Project Plan will remain within the twenty-five (25) year maximum time period allowed for apportionment of such revenues pursuant to the Local Development Act.

E. Return of Excess Revenues. The City estimates that the total of all Ad Valorem Increment Revenues, will not likely exceed the amount of principal, interest, and redemption premium due to be paid on the Project Costs and Developer Indebtedness, and any such shortfall is expected to be paid by the Developer. However, in the unlikely event that Ad Valorem Increment Revenues exceed the repayment of any such Project Costs and Developer Indebtedness, then all excess Ad Valorem Increment Revenues will be returned to those taxing jurisdictions which originally levied such taxes.

V. MAP SHOWING EXISTING USES AND CONDITIONS; AND MAP SHOWING PROPOSED IMPROVEMENTS AND USES

See Appendix A for a map showing the existing uses and conditions of the Project Area within the proposed Increment District. See Appendix D for a map showing the proposed improvements and uses as discussed in Section III above.

VI. PROPOSED CHANGES IN ZONING

By Resolution 2016-77, dated August 23, 2016, attached hereto in Appendix E, zoning of the Project Area was changed from A-1 Agricultural District to I-2 General Industrial District. Therefore, no further changes in zoning are required in the execution of this Project Plan.

VII. PROPOSED CHANGES IN THE MASTER PLAN AND CITY ORDINANCES IF REQUIRED TO IMPLEMENT THE PROJECT PLAN

Section 854.13 of the Local Development Act confers the power to the City to, “[a]dopt ordinances or resolutions or repeal or modify such ordinances or resolutions or establish exceptions to existing ordinances and resolutions regulating the design, construction, and use of buildings.” Though no modifications or exceptions are anticipated at this time, the City Council may find it necessary or convenient to exercise this power during the term of the SeneGence Increment District and reserves the right to do so.

VIII. NAME OF PERSON OVERSEEING IMPLEMENTATION OF THE PROJECT PLAN OF THE DISTRICT

The Chairman of the Authority, Reg Green or his successor(s), shall be the person in charge of the implementation of this Project Plan in accordance with the provisions, authorization, and respective delegations of responsibilities contained herein and in the proposed ordinance to be adopted by the governing body.

IX. DESIGNATION OF PUBLIC ENTITY AUTHORIZED TO CARRY OUT ALL OR A PART OF THE PROJECT PLAN

The Sapulpa Development Authority is designated and authorized as the public entity to carry out and administer the provisions of this Project Plan and to exercise all powers deemed necessary and appropriate for public trusts as set forth in the Local Development Act, including the right to make minor amendments to the Project Plan. For these purposes, an amendment shall be considered to be "minor" if: (i) such amendment does not change the character or purpose of the Project Plan; (ii) does not add more than five percent (5%) to the Increment District's area; or (iii) does not add more than five percent (5%) to the public costs of the Plan to be financed by apportioned tax increments, all as determined on a cumulative basis. The Sapulpa Development Authority is further authorized and designated to carry out those provisions of this Project Plan related to issuance of “tax apportionment bonds or notes” as provided in Section 863 of the Local Development Act, subject to approval of the governing body of the City of any specific notes or bonds.

APPENDIX A

LEGAL DESCRIPTION, STREET ADDRESS AND SKETCH OF THE BOUNDARIES OF THE INCREMENT DISTRICT AND PROJECT AREA (CO-EXTENSIVE)

TIF Boundary Description

A TRACT OF LAND THAT IS THE SOUTH HALF OF THE NORTHEAST QUARTER (S/2 NE/4) AND A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TEN (10) EAST OF THE INDIAN BASE AND MERIDIAN, CREEK COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SE/4 OF SAID SECTION 36; THENCE NORTH TO THE PRESENT RIGHT OF WAY LINE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01°01'19" WEST ALONG THE WEST LINE OF THE SE/4 A DISTANCE OF 2514.03 FEET TO THE CENTER OF SECTION 36; THENCE CONTINUING NORTH 01°01'19" WEST ALONG THE WEST LINE OF THE NE/4 A DISTANCE OF 1325.12 FEET TO THE NORTHWEST CORNER OF THE S/2 OF THE NE/4 OF SECTION 36; THENCE NORTH 89°01'33" EAST ALONG THE NORTH LINE OF THE S/2 OF THE SE/4 A DISTANCE OF 2648.11 FEET TO THE EAST LINE OF THE NE/4; THENCE SOUTH 01°02'01" EAST ALONG THE EAST LINE OF THE NE/4 A DISTANCE OF 1325.22 FEET TO THE EAST 1/4 CORNER OF SECTION 36; THENCE SOUTH 01°00'27" EAST ALONG THE EAST LINE OF THE SE/4 A DISTANCE OF 1812.37 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HIGHWAY 33; THENCE SOUTH AND WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING CALLS: SOUTH 50°09'02" WEST A DISTANCE OF 877.54 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 539.96 FEET, AN ARC LENGTH OF 365.81 FEET, A CHORD BEARING OF SOUTH WEST AND A CHORD DISTANCE OF FEET; THENCE SOUTH 89°02'31" WEST A DISTANCE OF 905.33 FEET; THENCE SOUTH 00°57'19" EAST A DISTANCE OF 32.08 FEET; THENCE SOUTH 89°02'29" WEST A DISTANCE OF 720.33 FEET TO THE POINT OF BEGINNING

-AND-

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4) AND THE EAST 15 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) LESS AND EXCEPT THAT PART ALONG THE SOUTH SIDE OF THE PROPERTY FOR THE HIGHWAY, IN SECTION THIRTY-SIX (36), EIGHTEEN (18) NORTH, RANGE TEN (10) EAST OF THE INDIAN BASE AND MERIDIAN, CREEK COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U. S. GOVERNMENT SURVEY THEREOF. AND LESS AND EXCEPT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TEN (10) EAST OF THE INDIAN BASE AND MERIDIAN, CREEK COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U. S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A "X" IN CONCRETE MARKING THE SOUTHEAST CORNER OF THE SE/4 SW/4; THENCE ALONG THE EAST LINE OF SAID FORTY, N01°01'25"W 134.01 FEET TO A 1/2 INCH SET REBAR WITH CAP ON THE NORTH RIGHT OF WAY LINE OF OKLAHOMA STATE HIGHWAY 33 AND THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH RIGHT OF WAY LINE, S89°05'53"W 493.49 FEET TO A 1/2 INCH SET REBAR WITH CAP; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, N01°01'25"W 1189.56 FEET TO A 1/2 INCH SET REBAR WITH CAP ON THE SOUTH LINE OF THE NE/4 SW/4; THENCE ALONG THE SOUTH LINE OF SAID FORTY, S89°02'16"W 830.41 FEET TO A 1/2 INCH EXISTING REBAR MARKING THE SOUTHWEST CORNER OF THE NE/4 SW/4; THENCE ALONG THE WEST LINE OF SAID FORTY, N01°01'52"W 941.54 FEET TO A 1/2 INCH SET REBAR WITH CAP; THENCE LEAVING SAID WEST LINE, N89°01'27"E 1274.02 FEET TO A 1/2 INCH SET REBAR WITH CAP; THENCE S01°01'25"E 557.13 FEET TO A 1/2 INCH SET REBAR WITH CAP; THENCE S89°02'12"W 379.40 FEET TO A 1/2 INCH SET REBAR WITH CAP; THENCE S00°57'48"E 334.69 FEET TO A 1/2 INCH SET REBAR WITH CAP; THENCE N89°02'12"E 429.75 FEET TO A 1/2 INCH SET REBAR WITH CAP ON THE EAST LINE OF THE E/2 SW/4; THENCE ALONG THE EAST LINE OF SAID E/2, S01°01'25"E 1240.10 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH EASEMENT RIGHTS FOR ACCESS, PEDESTRIAN AND VEHICULAR, OVER AND ACROSS THE PROPERTY MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A "X" IN CONCRETE MARKING THE SOUTHEAST CORNER OF THE SE/4 SW/4; THENCE ALONG THE EAST LINE OF SAID FORTY, N01°01'25"W 134.01 FEET TO A 1/2 INCH SET REBAR WITH CAP ON THE NORTH RIGHT OF WAY LINE OF OKLAHOMA STATE HIGHWAY 33 AND THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH RIGHT OF WAY LINE, 589°05'53"W 50.00 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, N01°01'25"W 1240.05 FEET; THENCE N89°02'12"E 50.00 FEET TO A 1/2 INCH SET REBAR WITH CAP ON THE EAST LINE OF THEE/2 SW/4; THENCE ALONG THE EAST LINE OF SAID E/2, S01°01'25"E 1240.10 FEET TO THE POINT OF BEGINNING.

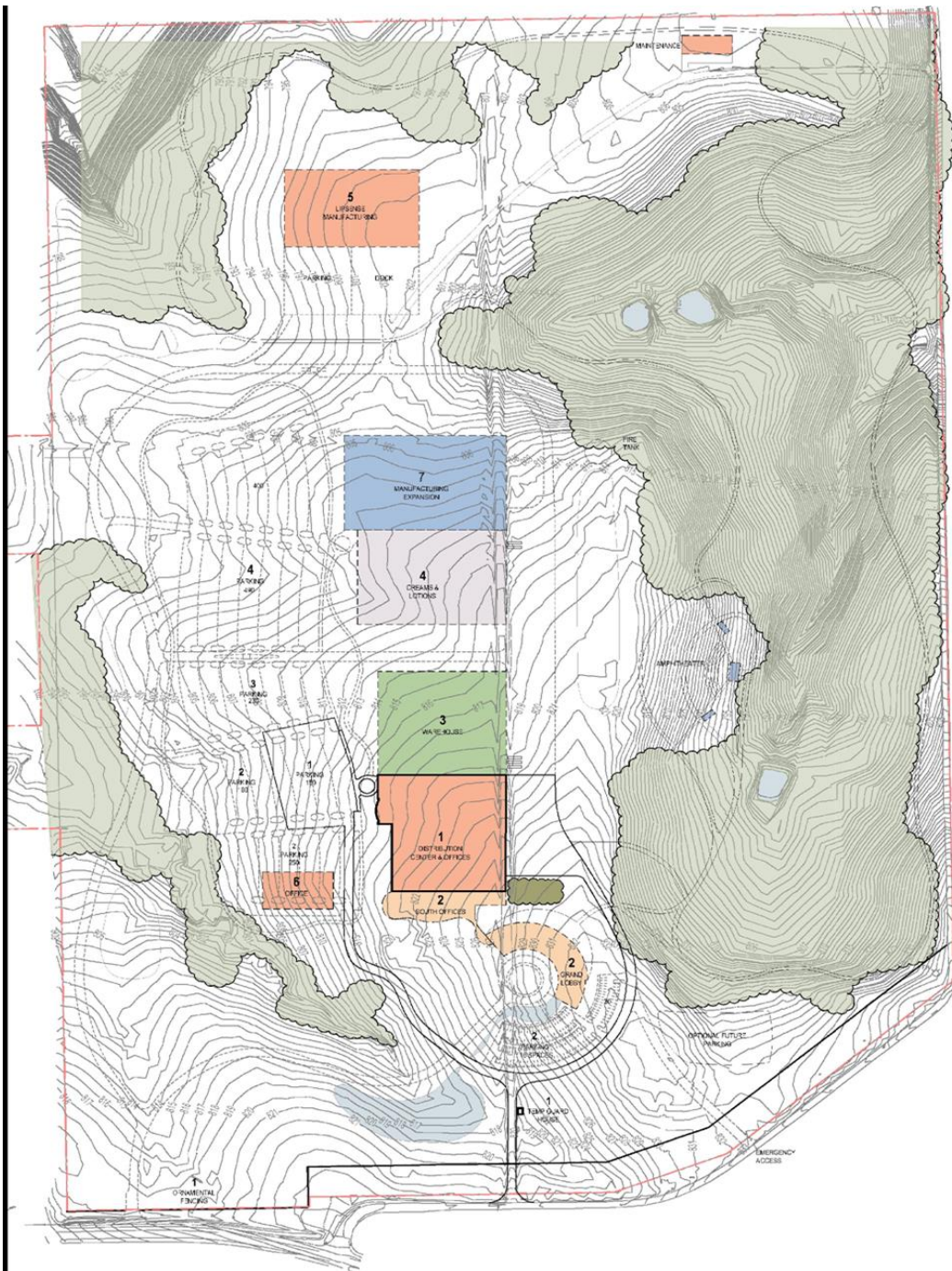
APPENDIX B

DESCRIPTION OF PROPOSED PRIVATE IMPROVEMENTS



OKLAHOMA CORPORATE CAMPUS PROJECT PLAN
as of June 1, 2018

Phase 1	SF			Construction Schedule Start	Construction Schedule Complete
Hard Costs / Construction Budget					
Site Earthwork, Infrastructure, & Improvements Distribution Center	134,000	Hard Costs	\$ 15,152,176	Sep-18	Apr-20
<i>Includes utilities, roads, parking, landscape</i>		Hard Costs	\$ 16,879,364		
		Total Hard Costs	<u>\$ 32,031,540</u>		
Soft Costs / Owner Budget					
<i>FFE, Professional Services, Geotech, other</i>		Total Soft Costs	\$ 7,046,939		
		Total Phase 1	\$ 39,078,479		
Phase 2					
Hard Costs / Construction Budget					
Grand Lobby, Executive Offices, South Connector	100,000	Hard Costs	\$ 44,515,579	Jan-20	Jan-22
<i>Includes utilities, roads, parking, landscape</i>					
Office South of Distribution	68,321	Hard Costs	\$ 24,747,222	Jan-20	Jan-22
Maintenance Building	10,000	Hard Costs	\$ 771,259	Jan-20	Apr-20
Trail & Amphitheater		Hard Costs	\$ 3,519,997	Apr-21	Jan-22
Site Earthwork, Infrastructure, & Improvements		Hard Costs	\$ 21,317,400	Jan-20	Jan-22
		Total Hard Costs	<u>\$ 94,871,457</u>		
Soft Costs / Owner Budget					
<i>FFE, Professional Services, Geotech, other</i>		Total Soft Costs	\$ 16,063,129		
		Total Phase 2	\$ 110,934,586		
Phase 3					
Hard Costs / Construction Budget					
Warehouse	156,156	Hard Costs	\$ 19,100,488	Jan-22	Oct-22
<i>Includes utilities, roads, parking, landscape</i>					
		Total Hard Costs	<u>\$ 19,100,488</u>		
Soft Costs / Owner Budget					
<i>FFE, Professional Services, Geotech, other</i>		Total Soft Costs	\$ 3,180,192		
		Total Phase 3	\$ 22,280,680		
Phase 4					
Hard Costs / Construction Budget					
Future Office Building	180,000	Hard Costs	\$ 71,723,154	Jan-24	Jun-26
<i>Includes utilities, roads, parking, landscape</i>					
		Total Hard Costs	<u>\$ 71,723,154</u>		
Soft Costs / Owner Budget					
<i>FFE, Professional Services, Geotech, other</i>		Total Soft Costs	\$ 11,941,759		
		Total Phase 4	\$ 83,664,913		
Phase 5					
Hard Costs / Construction Budget					
Manufacturing (Creams & Lotions)	276,092	Hard Costs	\$ 37,398,899	Jun-26	May-27
<i>Includes utilities, roads, parking, landscape</i>					
		Total Hard Costs	<u>\$ 37,398,899</u>		
Soft Costs / Owner Budget					
<i>FFE, Professional Services, Geotech, other</i>		Total Soft Costs	\$ 6,226,841		
		Total Phase 5	\$ 43,625,740		
Phase 6					
Hard Costs / Construction Budget					
LipSense Manufacturing Building	100,000	Hard Costs	\$ 16,710,342	Jun-27	Jun-28
<i>Includes utilities, roads, parking, landscape</i>					
		Total Hard Costs	<u>\$ 16,710,342</u>		
Soft Costs / Owner Budget					
<i>FFE, Professional Services, Geotech, other</i>		Total Soft Costs	\$ 2,782,238		
		Total Phase 6	\$ 19,492,580		
Phase 7					
Hard Costs / Construction Budget					
Future Manufacturing Expansion	100,000	Hard Costs	TBD	TBD	TBD
Soft Costs / Owner Budget					
<i>FFE, Professional Services, Geotech, other</i>		Soft Costs	TBD	TBD	TBD



APPENDIX C

PROJECTED AD VALOREM INCREMENTS AND APPORTIONMENT

YEAR	PHASE I REVENUES	PHASE II REVENUES	PHASE III REVENUES	PHASE IV REVENUES	PHASE V REVENUES	PHASE VI REVENUES	TOTAL TIF REVENUES
					MANUFACTURING	MANUFACTURING	
2021	\$113,400						\$113,400
2022	\$340,200						\$340,200
2023	\$403,597	\$597,690					\$1,001,287
2024	\$403,597	\$1,195,380					\$1,589,977
2025	\$403,597	\$1,195,380	\$240,666				\$1,839,643
2026	\$403,597	\$1,195,380	\$240,666				\$1,839,643
2027	\$403,597	\$1,195,380	\$240,666	\$597,690			\$2,437,333
2028	\$403,597	\$1,195,380	\$240,666	\$750,701			\$2,590,344
2029	\$403,597	\$1,195,380	\$240,666	\$903,712	\$117,807		\$2,861,162
2030	\$403,597	\$1,195,380	\$240,666	\$903,712	\$235,613	\$105,275	\$3,084,243
2031	\$403,597	\$1,195,380	\$240,666	\$903,712	\$235,613	\$105,275	\$3,084,243
2032	\$403,597	\$1,195,380	\$240,666	\$903,712	\$235,613	\$105,275	\$3,084,243
2033	\$403,597	\$1,195,380	\$240,666	\$903,712	\$235,613	\$105,275	\$3,084,243
2034	\$403,597	\$1,195,380	\$240,666	\$903,712	\$471,226	\$105,275	\$3,319,856
2035	\$403,597	\$1,195,380	\$240,666	\$903,712	\$471,226	\$210,550	\$3,425,131
2036	\$403,597	\$1,195,380	\$240,666	\$903,712	\$471,226	\$210,550	\$3,425,131
2037	\$403,597	\$1,195,380	\$240,666	\$903,712	\$471,226	\$210,550	\$3,425,131
2038	\$403,597	\$1,195,380	\$240,666	\$903,712	\$471,226	\$210,550	\$3,425,131
2039	\$403,597	\$1,195,380	\$240,666	\$903,712	\$471,226	\$210,550	\$3,425,131
TOTAL	\$7,314,749	\$19,723,990	\$3,609,990	\$11,289,223	\$3,887,615	\$1,579,126	\$47,404,473

50% MANUFACTURING DISCOUNT FOR FIRST FIVE YEARS

APPENDIX D

PROJECTED DEVELOPMENT COSTS (PROPOSED QUALIFIED PROJECT COSTS)

SeneGence International Midwest Corporate
Campus Qualified Public Project Costs

1.	Storm Water Improvements and Sanitary Sewer System Extension	\$7,500,000
2.	Roadway Signals, Historic Route 66 Bridge Repair,	
3.	Floodway Improvements and Park	\$4,000,000
4.	SH-66 Intersection Improvement	\$1,000,000
5.	P&R Trails & School-Youth Sport Facilities Improvements	\$3,500,000
6.	Historic Downtown Restoration Improvements	\$1,500,000
7.	Creek County Schools, STEM Center Endowment Fund	\$1,500,000
8.	Creek County Head Start Endowment Improvement	\$500,000
9.	Route 66 Fire Training Facility Improvement	\$2,000,000
10.	TIF Legal Fees	\$35,000
11.	TIF Administrative Fees (\$35,000/ year x 20 years)	\$700,000
12.	Interest in Connection with Development Financing Assistance	\$17,765,000
<u>TOTAL</u>		<u>\$40,000,000</u>

APPENDIX E

DESCRIPTION OF CURRENT ZONING

[INSERT 2016-77 Zoning Resolution]

APPENDIX F

IMPACT ANALYSIS OF INCREMENT DISTRICT NUMBER FIVE, CITY OF SAPULPA, OKLAHOMA (SENEGENCE INCREMENT DISTRICT)

As shown in the Project Plan, the creation of the Increment District No. 5, City of Sapulpa, (herein after, the "District") will have positive financial impacts on the ad valorem taxing jurisdictions that currently levy such taxes within the District's Project Area. Appendix C to the Project Plan sets out in detail the anticipated increase in taxable value of the Project Area over the course of the twenty-year District term. Based on an assessment ratio of twelve percent (12%) for real and personal property and an estimated tax rate of 105 mils, in the interest of attaining conservative revenue projections. It is projected this will result in an aggregate increase in ad valorem taxes totaling \$47,404,473 over the life of the District. After the sanitary sewer line extensions and roadway, Route 66 bridge, floodway and destination park improvements are fully reimbursed and paid for, the taxing jurisdictions will levy taxes on ten percent of the Tax Increment Revenue. At the conclusion of the District term (or upon reimbursement to the Developer for qualified Project Costs, whichever occurs sooner), the taxing jurisdictions will levy taxes on one hundred percent of the enhanced taxable value, which is expected to yield an additional \$3,425,131 annually.

Impacts within the Increment District on Taxing Jurisdictions

The following splits of ad valorem levies are based on FY 2017-18 millage rates, totaling 114.79 mills.

CREEK COUNTY, OKLAHOMA: Creek County, Oklahoma, which includes the Creek County Health Department (the "County"), at the time of this analysis, levied: (a) ad valorem taxes equal to 16.93 mills to support general county government (within this section, the "General Fund Revenues").

General Fund Revenues. As all of the General Fund Revenues that are currently being generated within the district will continue to accrue to the County, no diminishment of the County's General Fund Revenues will likely result from the establishment of the SeneGence Increment District. With regard to future General Fund Revenues, the maximum annual and total incremental revenues generated from the County's 16.93 mill levy and used to pay "project costs" are estimated to be \$505,206.83 and \$6,992,159.77, respectively. However, because substantially all the incremental General Fund Revenues generated from this new private investment would not accrue without the construction of the projects listed in the Project Plan, no significant adverse financial impact on the County General Fund Revenue is expected from the approval and implementation of the Project Plan and the creating of the SeneGence Increment District.

CENTRAL TECHNOLOGY CENTER. The Central Technology Center ("CTC"), at the time of this analysis, levied ad valorem taxes equal to 13.26 mills to support: (a) the educational activities of the Central Technology Center (the "General Fund Revenues"), and (b) to finance a portion of the capital needs of Central Technology Center (the "Building Fund Revenues").

General Fund Revenues and Building Fund Revenues: As all the General Fund Revenues and Building Fund Revenues that are currently being generated within the SeneGence Increment District will continue to accrue to CTC, no diminishment of the CTC's General Fund Revenues and Building Fund Revenues will likely result from the establishment of the SeneGence Increment District. With regard to future General Fund Revenues and Building Fund Revenues, the maximum annual and total incremental revenues generated from CTC's 13.26 mill levy and used to pay "project costs" are estimated to be \$395,602.63 and \$5,475,216.63, respectively. However, because substantially all of the incremental General Fund Revenues and Building Fund Revenues generated from this new private investment would not accrue without the construction of the projects listed in the Project Plan, no significant adverse financial impact on CTC's General Fund or Building Fund is expected from the approval and implementation of the Project Plan and the creating of the SeneGence Increment District.

KELLYVILLE PUBLIC SCHOOLS. Independent Public School District No. 31, Creek County ("KPSD"), at the time of this analysis, levied: (a) ad valorem taxes equal to 16.4 mills to finance the sinking fund of the KPSD (the "Sinking Fund Revenues"); (b) ad valorem taxes equal to 36.15 mills to support the operational activities of the KPSD (the "General Fund Revenues"); and (c) ad valorem taxes equal to 5.16 mills to finance a portion of the capital needs of the School District (the "Building Fund Revenues"). The KPSD also derive significant revenues from the State of Oklahoma's "State Aid Fund", as provided in Title 70, Sections 118-101 et seq. of the Oklahoma Statutes (such revenues being referred to herein as the "State Aid Revenue").

Sinking Fund Revenues: As all of the Sinking Fund Revenues that are currently being generated within the SeneGence Increment District will continue to accrue to KPSD, no diminishment of the KPSD's Sinking Fund Revenues will likely result from the establishment of the SeneGence Increment District. With regard to future Sinking Fund Revenues, the maximum annual and total incremental revenues generated from KPSD's 16.4 mill levy and used to pay "project costs" are estimated to be \$442,021 and \$6,117,662, respectively. However, because substantially all of these incremental Sinking Fund Revenues generated from this private investment would not accrue without the construction of the projects listed in the Project Plan, no significant adverse financial impact on KPSD's Sinking Fund is expected from the approval and implementation of the Project Plan and the creating of the SeneGence Increment District.

Building Fund Revenues. As all of the Building Fund Revenues that are currently being generated within the SeneGence Increment District will continue to accrue to KPSD, no diminishment of the TKD's Building Fund Revenues will likely result from the establishment of the SeneGence Increment District. With regard to future Building Fund Revenues, the maximum annual and total incremental revenues generated from KPSD's 5.16 mill levy and used to pay "project costs" are estimated to be \$139,872 and \$1,935,860, respectively. However, because substantially all of these incremental Building Fund Revenues generated from this private investment would not accrue without the construction of the projects listed in the Project Plan, no significant adverse financial impact on KPSD's Building Fund is expected from the approval and implementation of the Project Plan and the creating of the SeneGence Increment District.

General Fund Revenues: As all of the General Fund Revenues and County Levy Revenues that are currently being generated within the district (and allocated to KPSD) will continue to accrue to KPSD, no significant diminishment of KPSD's General Fund Revenues or County Levy Revenues will likely occur. With regard to future General Fund Revenues, the maximum annual and total incremental revenues generated from KPSD's 36.15 mill levy and used to pay "project costs" are estimated to be \$973,972 and \$13,479,959, respectively. These revenues are predominantly impacted by changes in funding from the State of Oklahoma's "State Aid Fund", as provided in Title 70, Sections 118-101 et seq. of the Oklahoma Statutes (such revenues being referred to herein as the "State Aid Revenues"). Under these provisions, increases in the net assessed valuation of a school district are almost entirely offset by reductions in the amount of State Aid Revenue contributed by the State of Oklahoma. Therefore, the inclusion or omission of the net assessed valuation of the new private investment generated within the SeneGence Increment District would not substantially increase or decrease the net amount of General Fund Revenues available to the KPSD.

Moreover, under current provisions of Oklahoma law, if new students are attracted to KPSD due to the construction of the projects described in the Project Plan, then KPSD will likely receive additional State Aid Revenues and County Levy Revenues by virtue of those students. However, cost increases to service these new students are expected to be commensurate with any new funding. Therefore, the net impact of these factors results in no adverse or beneficial financial impact on the General Fund Revenues or the County Levy Revenues.

CREEK COUNTY EMERGENCY AMBULANCE SERVICE DISTRICT. Creek County Emergency Ambulance Service District ("EASD"), at the time of this analysis, levied ad valorem taxes equal to 3.08 mills to support the operational activities of the Emergency Ambulance Service District (the "General Fund Revenues").

General Fund Revenues: As all of the General Fund Revenues that are currently being generated within the SeneGence Increment District will continue to accrue to EASD, no diminishment of EASD's General Fund Revenues will likely occur. With regard to future General Fund Revenues, the maximum annual and total incremental revenues generated from EASD's 3.08 mill levy and used to pay "project costs" are estimated to be \$91,793.51 and \$1,270,439.88, respectively. However, because substantially all of these incremental General Fund Revenues are generated from new private investment would not accrue without the construction of the projects listed in the Project Plan, no significant adverse financial impact on EASD's General Fund is expected from the approval and implementation of the Project Plan and the creating of the SeneGence Increment District.

CITY OF SAPULPA. ("Sapulpa"), at the time of this analysis, levied ad valorem taxes equal to 14.89 mills to pay principal and interest on Sapulpa's outstanding General Obligation indebtedness (the "Sinking Fund Revenues").

Sinking Fund Revenues: With regard to future Sinking Fund Revenues, the maximum annual and total incremental revenues generated from Sapulpa's 13.45 mill levy and used to pay "project costs" are estimated to be \$401,425.35 and \$5,555,804.24, respectively. However, the establishment of

the District does not alter Sapulpa's legal obligations under its General Obligation bonds and will likely not affect Sapulpa's ability to raise sufficient Sinking Fund Revenues to repay such debt.

Induced Impact Outside the Increment District

The SeneGence “Midwest corporate campus” will include distribution facilities, executive offices, and manufacturing facilities are expected to provide both new Sapulpa residents already employed by SeneGence and new employment opportunities for current, or prospective, Sapulpa residents. It is the hope of the City of Sapulpa, and SeneGence, the Development will attract other major investment by other businesses to the Project area, as well. The induced growth in property values outside of the proposed increment district, as well as increased sales tax receipts due to this influx in population, and revenues derived from new building permits for the City, indicate additional financial benefits to the taxing jurisdictions.

The proposed public projects, outlined in detail in the Project Plan, will enhance several areas within the City that will substantially increase the value of both historical facilities and new community services and facilities. Stimulation of residential development of the neighboring off-site areas is critically linked to the conditions and perception of public facilities and quality of life opportunities that would serve such residential development.

Conclusion

As the SeneGence Development would not occur without the establishment of the District, there is little to no financial impact on the taxing jurisdiction within the District. However, there are financial benefits both with direct revenues to the taxing jurisdictions with for a portion of the District’s term and at the end of the District’s term, and indirect financial benefits (by way of increased population and property values in the City) during the life of the District, from the community improvements that will be created with the District.



AGENDA ITEM

Administration 10.B.

City Council Regular

Meeting Date: February 18, 2019

Submitted For: David Widdoes, City Attorney

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: Ryan Mittasch

SUBJECT:

Discussion and possible action regarding Professional Services Agreement for Engineering Services with Tetra Tech for on-call engineering services.

BACKGROUND:

This Agreement will provide for on-call engineering services from Tetra Tech and outlines their scope of services and fees for said services. The new rates reflect a 2.86% increase from the previous 2013 contract. Please see attachments for additional details.

RECOMMENDATION:

Staff recommends Council approve the Agreement and authorize Mayor to execute same.

Attachments

Agreement - Tetra Tech

Rate Schedule



Tetra Tech, Inc.
Professional Services Agreement for Engineering Services
A-WOC666-02-19

This Agreement is made and becomes effective this 18th day of February, 2019, between **City of Sapulpa, Oklahoma/Sapulpa Municipal Authority**, (Client) and **Tetra Tech, Inc.**, (Consultant), a Delaware corporation.

Client hereby retains Consultant to perform engineering services for Client as described in individual Work Orders that shall be issued for each engagement or Project. Work Orders issued under this Agreement shall contain a description of the services (the Scope of Work) and shall state the compensation (the Fee) to be paid to Consultant by Client, and shall include a Schedule for completing the services. Each Work Order so issued shall become a part of this Agreement. Work Orders may be issued under this Agreement at any time during the Period of Service, even though the services provided under a particular Work Order may extend beyond the expiration date of the Agreement. The terms and conditions of this Agreement shall remain in effect for any such Work Order that extends beyond the expiration of this Agreement. Client acknowledges that Consultant will develop the Scope of Work, Fee, and Schedule for each engagement or Project based on available information and various assumptions. Client further acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing the services. Consultant is authorized to proceed with services upon receipt of an executed Work Order. Consultant agrees to perform the services in consideration of the compensation described in each Work Order and in accordance with the terms described in the attached Standard Terms and Conditions.

This Agreement consists of this document together with Work Orders issued under this Agreement (a sample Work Order is included as Attachment A), any attachments referenced therein, and the attached Standard Terms and Conditions. This Agreement between the Client and Consultant supersedes all prior written and oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument. Signature by facsimile or e-mail shall be deemed original.

Period of Service This Agreement shall become effective on the date written above and shall continue in full force and effect through September 30, 2023, unless earlier terminated by either party as set forth in the Termination provision of this Agreement. This Agreement may be renewed for additional one (1) year terms upon agreement in writing by both parties.

In executing this Agreement, the undersigned also acknowledge their authority to bind the parties to all terms and conditions.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first written.

**City of Sapulpa, Oklahoma/Sapulpa
Municipal Authority**
P.O. Box 1130
Sapulpa, Oklahoma 74067

Tetra Tech, Inc.
7645 East 63rd Street, Suite 301
Tulsa, Oklahoma 74133
918.249.3909

By _____
Client's Authorized Signature

By  _____
Consultant's Authorized Signature

Printed Name

Felix R. Belanger, P.E
Vice President

Title



**Professional Services Agreement
Attachment A – Work Order**

WORK ORDER NO. _____
UNDER
TETRA TECH, INC.
WORK ORDER CONTRACT NO. _____ FOR
ENGINEERING SERVICES DATED _____

CONSULTANT

CLIENT

Name	_____	_____
Street Address	_____	_____
City, State, Zip	_____	_____
Contact Person	_____	_____
Telephone	_____	_____
Fax	_____	_____
E-Mail	_____	_____

Work Order Date: _____

Project Identification: Name: _____

Tt Project No: _____ Location: _____

SCOPE OF WORK (attach sheet if necessary to describe)

SCHEDULE OF WORK (attach sheet if necessary to describe)

FEE

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Client's Authorized Signature

Printed Name

Printed Name

Title

Title

Date Executed

Two originals of this Work Order shall be executed by the Client and returned to Tetra Tech, Inc. A fully executed copy will be returned to the Client.

Tetra Tech, Inc.
Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in individual Work Orders and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are

instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service Agreement shall remain in force until the later of the completion and acceptance of the services or the termination date. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Individual Work Orders. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant.

Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Lien Rights Consultant may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by Consultant are considered property improvements and the Client waives the right to any legal defense to the contrary.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.



Schedule of Hourly Rates

Water Environment and Infrastructure (WEI)

Hourly Billing Rates for: IEW

Rates Effective Starting: January 1, 2019

Personnel	Hourly Rate
Management	
Operations Management	
Principal in Charge	\$340.00
Project and Program Management	
Project Manager 1	\$185.00
Project Manager 2	\$200.00
Sr Project Manager	\$240.00
Program Manager	\$260.00
A/E Services	
Engineers	
Engineer 1	\$95.00
Engineer 2	\$110.00
Engineer 3	\$125.00
Project Engineer 1	\$140.00
Project Engineer 2	\$170.00
Sr Engineer 1	\$220.00
Sr Engineer 2	\$225.00
Sr Engineer 3	\$250.00
Principal Engineer	\$340.00
Engineering Designers	
Engineering Technician	\$65.00
Engineering Designer 1	\$90.00
Engineering Designer 2	\$110.00
Engineering Designer 3	\$125.00
Sr Eng Designer 1	\$150.00
Sr Eng Designer 2	\$160.00
Sr Eng Designer 3	\$180.00
Architects	
Arch Technician	\$55.00
Architectural Designer 1	\$75.00
Architectural Designer 2	\$85.00
Architectural Designer 3	\$130.00
Architect 1	\$135.00
Architect 2	\$145.00
Sr Architect 1	\$180.00
Sr Architect 2	\$200.00
Architectural Program Mgr	\$260.00
Interior Designers	
Interior Designer 1	\$85.00
Interior Designer 2	\$95.00
Interior Designer 3	\$105.00
Sr Interior Designer 1	\$190.00

Schedule of Hourly Rates

Water Environment and Infrastructure (WEI)

Hourly Billing Rates for: IEW

Rates Effective Starting: January 1, 2019

Personnel	Hourly Rate
Sr Interior Designer 2	\$200.00
Sr Interior Designer 3	\$230.00
Landscape Architects	
Landscape Designer 1	\$75.00
Landscape Design 2	\$85.00
Landscape Designer 3	\$100.00
Landscape Architect 1	\$115.00
Landscape Architect 2	\$140.00
Planning	
Planner 1	\$90.00
Planner 2	\$100.00
Planner 3	\$115.00
Sr Planner 1	\$140.00
Sr Planner 2	\$160.00
Sr Planner 3	\$180.00
Principal Planner	\$200.00
Information Technology	
Sys Analyst / Programmer 1	\$105.00
Sys Analyst / Programmer 2	\$120.00
Sr Sys Analyst / Programmer 1	\$165.00
Sr Sys Analyst / Programmer 2	\$265.00
Sci Svcs	
Scientists	
Scientist 1	\$75.00
Scientist 2	\$95.00
Scientist 3	\$120.00
Sr Scientist 1	\$135.00
Sr Scientist 2	\$165.00
Sr Scientist 3	\$210.00
Principal Scientist	\$260.00
Field Services	
Construction Observation	
Construction Project Rep 1	\$80.00
Construction Project Rep 2	\$10.00
Sr Constr Project Rep 1	\$140.00
Sr Constr Project Rep 2	\$150.00
Construction Administration	
Construction Administrator	\$90.00
Sr Construction Administrator	\$110.00
Construction Management	
Construction Manager 1	\$170.00
Construction Manager 2	\$200.00

Schedule of Hourly Rates

Water Environment and Infrastructure (WEI)

Hourly Billing Rates for: IEW

Rates Effective Starting: January 1, 2019

Personnel	Hourly Rate
Sr Construction Manager	\$235.00
Construction Director	\$280.00
Surveying	
Survey Tech 1	\$60.00
Survey Tech 2	\$90.00
Survey Crew Chief	\$100.00
Surveying Specialist	\$130.00
Land Surveyor	\$135.00
Sr Land Surveyor	\$155.00
Plant Operations	
Plant Operator 1	\$85.00
Plant Operator 2	\$95.00
Plant Supervisor	\$110.00
Technical Services	
Technicians	
Technician 1	\$65.00
Technician 2	\$80.00
Technician 3	\$95.00
Sr Technician 1	\$135.00
Sr Technician 2	\$140.00
Sr Technician 3	\$145.00
Project Support	
Computer Aided Design (CAD)	
CAD Technician 1	\$65.00
CAD Technician 2	\$75.00
CAD Technician 3	\$95.00
CAD Designer	\$110.00
Sr CAD Designer 1	\$130.00
Sr CAD Designer 2	\$145.00
CAD Director	\$160.00
Geographic Information Systems (GIS)	
GIS Analyst 1	\$70.00
GIS Analyst 2	\$100.00
Sr GIS Analyst	\$110.00
GIS Application Developer	\$130.00
Sr GIS Application Developer	\$170.00
Business Support	
Project Administration	
Project Assistant 1	\$65.00
Project Assistant 2	\$75.00
Project Administrator	\$95.00
Sr Project Administrator	\$115.00



Schedule of Hourly Rates

Water Environment and Infrastructure (WEI)

Hourly Billing Rates for: IEW
Rates Effective Starting: January 1, 2019

Personnel	Hourly Rate
Contracts / Legal	
Contract Administrator	\$80.00
Sr Contract Administrator	\$115.00
Finance / Accounting	
Project Analyst 1	\$75.00
Project Analyst 2	\$100.00
Sr Project Analyst	\$155.00
Project Accounting Director	\$240.00
Technical Writers	
Technical Writer 1	\$95.00
Technical Writer 2	\$100.00
Sr Technical Writer	\$125.00
Sr Technical Writer 2	\$150.00
Graphics	
Graphic Artist	\$125.00
Consulting	
Consultant 1	\$75.00
Consultant 2	\$100.00
Sr Consultant 1	\$160.00
Sr Consultant 2	\$190.00
Sr Consultant 3	\$200.00