

## **SAPULPA CITY COUNCIL MEETING**

CITY HALL - 425 EAST DEWEY AVENUE

COUNCIL CHAMBERS, 2ND FLOOR

7:00 P.M., MONDAY, JULY 15, 2019

Notice is hereby given that the Mayor and City Council of the City of Sapulpa, Oklahoma, will meet in regular session at 7:00 p.m. on the 15th day of July, 2019, in the Council Chambers, Sapulpa City Hall, 425 East Dewey Avenue, Sapulpa, Oklahoma, with the agenda for said meeting as follows:

MEETING PROCEDURE: Comments from the public are welcome at two different times during the course of the meeting. A **Sign in Sheet** is located at the back of the room. Those wishing to address the City Council are to sign in prior to the start of the meeting and identify the item(s) they wish to address. Comments concerning items scheduled on the Agenda will be heard immediately following the presentation by staff or petitioner. Comments concerning items not scheduled on the Agenda will only be heard under the Public Comments section. The City Council will not act on any matter discussed in the Public Comments section and will act on the Item on the Agenda after all comments have been heard.

**Please come to the podium when the Mayor calls your name.**

### **- AGENDA -**

1. **CALL TO ORDER.**
2. **INVOCATION.**
3. **PLEDGE OF ALLEGIANCE.**
4. **ROLL CALL.**
5. **MINUTES.**
  - A. Consider approving the minutes of the June 24, 2019, special council meeting.
  - B. Consider approving the minutes of the July 1, 2019, regular city council meeting.
6. **APPOINTMENTS, AWARDS, PRESENTATIONS, AND PROCLAMATIONS.**

7. **CONSENT ITEMS:** All matters under “Consent” are considered by the City Council to be routine and will be enacted by one motion. Any City Council member may, however, remove an item from consent by request.
- A. Consider approving claims in the amount of \$596,905.20
  - B. Consider approving Pre-paid claims in the amount of \$183,931.46
  - C. Consider renewing the Agreement with Ms. Mary Hinsch for Lake Caretaker services in the amount of \$750.00 per month for an additional one-year term.
  - D. Discussion and possible action regarding a Janitorial Agreement with Titan Commercial Services for the Park and Recreation Department for five (5) Park Restroom Buildings in the amount of \$750.00 per month for a one-year term.
  - E. Consider renewing the Agreement with Ms. Brean Crosby-Fowler for webmaster services associated with the Sapulpa Parks' [sapulpaparks.org](http://sapulpaparks.org) website in the amount of \$2,425.00 per year for an additional one-year term.
  - F. Consider renewing the Agreement with S2 Engineering, PLLC for engineering services relative to the City's Industrial Pretreatment Program in the amount of \$60,000.00.

8. **PUBLIC HEARINGS.**

9. **COMMUNITY DEVELOPMENT.**

- A. Discussion and possible action regarding the application by Amy DeRosby, for a Specific Use Permit, SUP-038 (A), to allow Commercial Medicinal Marijuana Dispensary and SUP-038 (B), to allow Marijuana Processing located at 7 South Main Street, Sapulpa, Oklahoma.

10. **ADMINISTRATION.**

- A. Discussion and possible action regarding Agreements for Legal Services with Hilborne and Weidman, P.C., as special counsel to assist in the proposed issuance of General Obligation Bonds of the City for various public purposes, including issuance of GO refunding bonds of 2019, for a fee of three-quarter of one percent (.75%) of the principal amount of bonds issued.
- B. Discussion and possible action regarding Municipal Advisor Services Agreement with Municipal Finance Services, Inc. to assist in the issuance of General Obligation Bonds of the City to fund various capital improvements projects

- C. Discussion and possible action regarding an Agreement between the City of Sapulpa and Uptown Sapulpa Action, Inc. ("Sapulpa Main Street") to provide economic development programs to enhance the growth of downtown Sapulpa, Oklahoma for an amount not to exceed \$30,000.00.
  - D. Discussion and possible action regarding Contract with Cherokee Pride Construction for construction of an 8" and 6" water main extensions from Hwy. 66 north along Spocogee approximately 2,000 feet to Johnson Ave., to improve water pressure and provide water for the Fire Training Center, in the amount of \$247,597.00.
  - E. Discussion and possible action regarding Contract with Broomin' Janitorial Services for Sapulpa Public Library from July 1, 2019 to June 30, 2020 in the amount of \$11,400.00.
  - F. Discussion and possible action regarding Contract with Broomin' Janitorial Services for Creek County Literacy Annex from July 1, 2019 to June 30, 2020 in the amount of \$4,140.00.
  - G. Discussion and possible action regarding the Tri-Party Public Deposit Pledge and Custody Agreement with SpiritBank and Bank of Oklahoma as custodian to perfect the security interest of the City of Sapulpa's uninsured funds deposited with SpiritBank.
  - H. Discussion and possible action regarding Audit Agreement with The SpyGlass Group, LLC, for audit services to analyze telecommunications service accounts and make recommendations for cost recovery or savings.
  - I. Discuss and possible action regarding a Resolution of the City of Sapulpa, Oklahoma, amending the FY 2019-2020 General Fund budget by increasing revenues and appropriations in the amount of \$219,164.00 to recognize insurance proceeds to be used for repairs and cleanup from the May 26, 2019, tornado damage.
11. **NEW BUSINESS.** (Items that were not known about at the time of posting the agenda.)
12. **INFORMATIONAL ITEMS FROM MAYOR, CITY COUNCIL, CITY MANAGER, OR CITY ATTORNEY.**

13. **PUBLIC COMMENTS.** The purpose of the Public Comments Section of the Agenda is for members of the public to speak to the City Council on any subject not scheduled on the Regular Agenda. City Council shall make no decision or action, except to direct the City Manager to take action, or to schedule the matter for City Council discussion at a later date.

*Please come to the podium when the Mayor calls your name and keep your comments as brief as possible.*

14. **EXECUTIVE SESSION.**

- A. Consider entering into Executive Session for the purpose of discussing:
1. The status of negotiations with collective bargaining units [25 O.S. Section 307 (B) (2).]
- B. Consider action in open session regarding matters discussed in Executive Session, including ratification of a CBA for FY 19-20 with IAFF Local 194 and/or FOP Lodge 94.

15. **ADJOURNMENT.**

Posted this 12th day of July, 2019 at or before 5:00 p.m., at the Sapulpa City Hall, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Name: *Mikaila Stepp*

Title: *Administrative Assistant*





**AGENDA ITEM**

**City Council Regular**

**5.A.**

**Meeting Date:** July 15, 2019

**Submitted By:** Shirley Burzio, City Clerk

**Department:** City Clerk

**Presented By:**

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**SUBJECT:**

Consider approving the minutes of the June 24, 2019, special council meeting.

**BACKGROUND:**

**RECOMMENDATION:**

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**Attachments**

[minutes.06-24-2019 city](#)

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**AGENDA ITEM**

**City Council Regular**

**5.B.**

**Meeting Date:** July 15, 2019

**Submitted By:** Shirley Burzio, City Clerk

**Department:** City Clerk

**Presented By:**

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**SUBJECT:**

Consider approving the minutes of the July 1, 2019, regular city council meeting.

**BACKGROUND:**

**RECOMMENDATION:**

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**Attachments**

minutes.07-01-2019 city

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**CITY OF SAPULPA, OKLAHOMA**  
**COUNCIL PROCEEDINGS**  
Meeting of July 1, 2019

The City Council of Sapulpa, Oklahoma, met in regular session Monday, July 1, 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  
Bruce Bledsoe, Councilor  
Marty Cummins, Councilor  
Wes Galloway, Councilor  
Carla Gunn, Councilor  
John Suggs, Councilor

Absent: Craig Henderson, Councilor  
Hugo Naifeh, Councilor

Staff Present: Joan Riley, City Manager; Pam Vann, City Treasurer / Finance Director; David Widdoes, City Attorney; Shirley Burzio, City Clerk; David Taylor, Fire Chief; Nikki White, Urban Development Director/Planner; Brett Pennington, Assistant Fire Chief; Mark Stephens, Building Inspector; Steve Hardt, Public Works Director/Economic Development Director; Mike Haefner, Police Chief; Amy Hoehner, City Attorney Assistant

**1. INVOCATION.**

The invocation was given by Mr. Larry Carnes.

**2. PLEDGE OF ALLEGIANCE.**

Mayor Reg Green led the Pledge of Allegiance.

**3. MINUTES, APPOINTMENT, AND CONSENT ITEMS.**

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

- A. Approve the minutes of the June 17, 2019, regular city council meeting;
- B. Approve the appointment of Jan Duke to the Library Board, replacing Carol McIntosh, with said term expiring May 2021;
- C. Approve claims in the amount of \$254,055.44;
- D. Approve pre-paid claims in the amount of \$268,461.89;
- E. Approve a (1) year renewal of the lease purchase agreement with American Heritage Bank (AHB) for meter reading equipment in the amount of \$50,741.92;
- F. Approve a (1) year renewal of the lease purchase agreement with American Heritage Bank (AHB) for 50 Yamaha Golf Carts in the amount of \$46,784.36;
- G. Approve the adoption of a resolution authorizing participation in the OMAG Recognition Program for the Fiscal Year 2018/2019. (Resolution No. 4579)

AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, John Suggs

**Vote: 8 - 0 MOTION CARRIED**

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

- A. The Lifesaver Award was presented to Dylan Wick, Nick Byrd, Seth Byrd and Wyatt Hall by the WoodmenLife Society.
- B. Fire Chief David Taylor recognized Dylan Wick, Nick Byrd, Seth Byrd and Wyatt Hall for their heroic actions involving the rescue of Mrs. Catherine Ritchie.

- C. Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Marty Cummins, to approve a proclamation proclaiming July 6, 2019, as Dylan Wick, Nick Byrd, Seth Byrd and Wyatt Hall Day in the City of Sapulpa, Oklahoma.

AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, John Suggs

**Vote: 8 - 0 MOTION CARRIED**

**5. COMMUNITY DEVELOPMENT.**

- A. Motion was made by Councilor Marty Cummins, seconded by Vice-Mayor Louis Martin, to approve the adoption of an Ordinance amending the Zoning Ordinance of the City of Sapulpa; changing the zone and district of property located 815 South Park Street, City of Sapulpa, Creek County, State of Oklahoma, from RS-3 (Residential Single Family High Density) to CG (Commercial General), per SAZ-953; and directing the City Clerk to show each change upon the Official Zoning Map; repealing all ordinances or parts of ordinances in conflict herewith; providing for severability; and declaring an emergency. (Ordinance No. 2816)

AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, John Suggs

**Vote: 8 - 0 MOTION CARRIED**

- 1. Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Marty Cummins, to approve the passage and adoption of the emergency clause.

AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, John Suggs

**Vote: 8 - 0 MOTION CARRIED**

- B. Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Carla Gunn, to approve the application submitted by Carl and Terri Sensintaffar, Rocky Top LLC, for a Specific Use Permit, SUP-037, to allow a Commercial Medicinal Marijuana Dispensary located at 400 North Mission Street, Sapulpa, Oklahoma.

AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, John Suggs

**Vote: 8 - 0 MOTION CARRIED**

- C. Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Bruce Bledsoe, to approve the application submitted by Brenda Miller, for a Specific Use Permit, SUP-039, to allow Marijuana Grow Facility located at 7941 State Highway 66, Ste B, Sapulpa, Oklahoma.

AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, John Suggs

**Vote:** 8 - 0 MOTION CARRIED

6. **ADMINISTRATION.**

- A. Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Marty Cummins, to approve the Amended Interlocal Cooperation Agreement between the City of Sand Springs, the City of Bixby, the City of Sapulpa, and the City of Jenks, for governmental services to promote mutual aid as the South West Area Tactical Team.

AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, John Suggs

**Vote:** 8 - 0 MOTION CARRIED

- B. Motion was made by Councilor John Anderson, seconded by Vice-Mayor Louis Martin, to approve the Encroachment Use Agreement and License with Terry D. Clark and Mary Etta Clark Revocable Trust dated March 7, 2017, property owners of 1106 E. Jones Avenue, Sapulpa, Oklahoma, to allow structures encroachment over sanitary sewer line.

AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, John Suggs

**Vote:** 8 - 0 MOTION CARRIED

- C. Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Marty Cummins, to approve the agreement between the City of Sapulpa and Uptown Sapulpa Action, Inc. ("Sapulpa Main Street") to provide economic development programs to enhance the growth of downtown Sapulpa, Oklahoma for an amount not to exceed \$30,000.00.

AYE: Reg Green, Louis Martin, Jr., Marty Cummins  
NAY: John Anderson, Bruce Bledsoe, Wes Galloway, Carla Gunn, John Suggs

**Vote:** 3 - 5 MOTION FAILED

- D.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Bruce Bledsoe, to approve the contract with Advanced Copier Systems (ACS) for copier maintenance for the year ending June 30, 2020, with an annual cost of \$10,400.00 plus cost per page for any excess usage.

AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, John Suggs

**Vote:** 8 - 0 MOTION CARRIED

- E.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Wes Galloway, to approve Change Order #1, in the additive amount of \$1,851.02, to the contract with D. C. Bass & Sons Construction Co. for construction of the Sapulpa Animal Shelter.

AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, John Suggs

**Vote:** 8 - 0 MOTION CARRIED

- F.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Wes Galloway, to approve Amendment No 3, in the additive amount of \$312,317.36, to the contract with D. C. Bass & Sons Construction Company for the construction of the Youth Sports Complex.

AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, John Suggs

**Vote:** 8 - 0 MOTION CARRIED

- G.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Marty Cummins, to approve the adoption of the following resolutions:

1. Approve the adoption of a Resolution of the City of Sapulpa, Oklahoma, relating to the retention of public records of the city and related entities. (Resolution No. 4576);

1. 2. Approve the adoption of a Resolution of the City of Sapulpa, Oklahoma, adopting a Social Media Participation Policy for City Council; providing for an effective date, repealer, and severability. (Resolution No. 4578)

AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, John Suggs

**Vote:** 8 - 0 MOTION CARRIED

H. Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Marty Cummins, to approve the adoption of a resolution of the City of Sapulpa, Oklahoma, adopting a Code of Ethics enacting rules of conduct for elected officials; providing for an effective date, repealer and severability. (Resolution No. 4577)

AYE: Reg Green, Louis Martin, Jr., Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, John Suggs

NAY: John Anderson

**Vote: 7 - 1 MOTION CARRIED**

7. **PUBLIC COMMENTS.**

There were no comments made to the council.

8. **ADJOURNMENT.**

Motion was made by Vice-Mayor Louis Martin, seconded by Councilor John Anderson, to adjourn the meeting.

AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, John Suggs

**Vote: 8 - 0 MOTION CARRIED**

\_\_\_\_\_  
Mayor

Attest:

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City Clerk





**Consent Agenda 7.A.**

**City Council Regular**

**Meeting Date:** July 15, 2019

**Submitted By:** Amber Fisher, Accounts Payable Clerk

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**SUBJECT:**

Consider approving claims in the amount of \$596,905.20

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**Attachments**

Claims List 7/15/19

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FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
126123	99-10127	MIDWEST HOTELS LLC	LODGING/CT CLRK CONT	6/2019	260082458649	505.44
123692	99-10143	PERDUE, BRANDON, FIELDER,	CCOLLECTION SERVICES	6/2019	6/1-6/30/19 123692	3,966.70
126950R	99-10160	MERRIFIELD OFFICE SOLUTIONS	NAMEPLATES AND TAGS	7/2019	173220-001	44.25
126963	99-10160	MERRIFIELD OFFICE SOLUTIONS	OFFICE SUPPLIES	7/2019	174152-001	13.93
127243	99-10160	MERRIFIELD OFFICE SOLUTIONS	OFFICE/JANITORIAL SUPP	7/2019	173912-001	1,039.04
126932	99-10302	LAMPTON WELDING SUPPLY CO,	WELDING CYLINDER LEASE	7/2019	00636269	108.00
126054R	99-10325	CARDIAC SCIENCE CORPORATION	AED PADS	7/2019	7361801	326.40
126966	99-10334	REPORTING SYSTEMS INC dba	EFIRE REPORTING TO STATE	7/2019	2019-4528	6,264.00
123862	99-10377	GREEN COUNTRY SHREDDING &	RCONFIDENTIAL SHREDDING	6/2019	0068809	55.00
127006	99-1038	DAVID L. WEATHERFORD	POLSON V COS	6/2019	6/13/19 127006	225.00
126990	99-10390	BARNES, GREG	TRNG REIMBURSEMENT	7/2019	970080685	85.00
127465	99-10395	AUBREY WEATHERFORD	WEBSITE/FACEBOOK	7/2019	SAP0719	250.00
127232	99-10464	PRAETORIAN GROUP INC dba	POANNUAL SUBSCRIPTION	7/2019	01035-0898	3,328.00
126416	99-10488	ADMIRAL EXPRESS LLC	OFFICE SUPPLIES	6/2019	2041231-2	258.09
126417	99-10488	ADMIRAL EXPRESS LLC	LAMINATING SHEETS	6/2019	2042755-0	54.60
126595	99-10488	ADMIRAL EXPRESS LLC	SUPPLIES FOR CASHIERS	6/2019	2042754-0	158.85
127007	99-10488	ADMIRAL EXPRESS LLC	CARPET CHAIR MAT	6/2019	2041232-0	132.10
126923	99-10547	BEASLEY TECHNOLOGY INC	DISPLAY PORT/DVI ADAPTR	6/2019	COR-107002	25.00
123344	99-10559	CONSTANT CONTACT INC	MARKETING SOFTWARE	7/2019	2XU573698L332141P	216.00
127234	99-10705	ALLCOMM WIRELESS INC	MAINTENANCE AGREEMNT	7/2019	7/8/19 127234	1,400.00
127277	99-10753	CHARLIE'S TEE'S	"LOT CLOSED" SIGNS	6/2019	1180	70.00
127400	99-10765	ADVANCED ELECTRIC REBUILDER	REBUILD STARTER REL	7/2019	51637	195.00
126946R	99-10767	SAP TOWN T'S LLC	T-SHIRTS/GYM SHORTS	7/2019	06262019	313.50
123454	99-1206	REASOR'S INC.	FOOD FOR VALOR	6/2019	4068 6/19/19	15.96
123587	99-1206	REASOR'S INC.	SNACKS FOR MEETINGS	6/2019	7941 6/17/19	24.35
126197	99-1206	REASOR'S INC.	STUDY SESSION GROCERIES	7/2019	1280 7/1/19	27.04
126615	99-1206	REASOR'S INC.	PRISONERS FOOD	6/2019	3580 6/12/19	669.40
126887	99-1206	REASOR'S INC.	REFRESHMENTS	6/2019	6188 6/17/19	46.56
123239	99-161	CREEK COUNTY RURAL WATER	#412 MONTHS SEWER STATION 4	6/2019	5/30-6/25/19	91.00
126480	99-175	STANDARD DISTRIBUTING INC	84 CASES OF WATER	6/2019	372283	255.00
126418	99-1794	INTERNATIONAL CODE COUNCIL	INSPECTOR WEBINARS	6/2019	1001060328	49.00
125880	99-1992	JOHN DEERE FINANCIAL ACCT#	5BLG MAINT	6/2019	031129/2 6/20/19	5.58
126888	99-1992	JOHN DEERE FINANCIAL ACCT#	5SHOP VAC	6/2019	029944/2 6/18/19	54.99
126987	99-213	OKLAHOMA FIRE CHIEFS ASSOC	ANNUAL DUES	7/2019	7/1/19-6/30/20 126	180.00
123699	99-2145	OTIS ELEVATOR COMPANY	ANNUAL ELEVATOR SRVC	7/2019	TT08027719	3,312.24
127000A	99-2576	OKLAHOMA MUNICIPAL LEAGUE	I2019 OML CONFERENCE	7/2019	10299922	505.00
127461	99-2576	OKLAHOMA MUNICIPAL LEAGUE	IANNUAL MEMBERSHIP	7/2019	071922	17,365.58
126861	99-28	OG&E	MONTHLY ELECTRIC/JUNE	6/2019	JUNE2019 126861	5,600.13
126929	99-3592	CITY OF TULSA	REGIONAL USER FEES	7/2019	415466	2,028.00
127245	99-3592	CITY OF TULSA	YRLY ANNUAL USER FEE	7/2019	415476	6,240.00
123474	99-3633	PUBLIC SERVICE COMPANY OF	OMONTHLY FEE-STORM SIREN	6/2019	953 123474	11.22
127250	99-3707	O'REILLY AUTOMOTIVE INC	RADIATOR	6/2019	153-175685	161.39
127253	99-3707	O'REILLY AUTOMOTIVE INC	RADIATOR/TAILLIGHT FIXT	6/2019	153-175888	363.62
127257	99-3707	O'REILLY AUTOMOTIVE INC	BRAKE PADS/ROTORS	6/2019	153-176559	188.39
127262	99-3707	O'REILLY AUTOMOTIVE INC	RADIATOR	7/2019	153-177757	161.39
127264	99-3707	O'REILLY AUTOMOTIVE INC	CONTROL ARM/BRAKE PADS	7/2019	153-177972	205.29
127266	99-3707	O'REILLY AUTOMOTIVE INC	FAN CLUTCH/HEATER HOSE	7/2019	153-178198	101.60
123581	99-3797	OCCUPATIONAL HEALTH CENTER	PRE-PLACE PHYSICAL/TESTIN	6/2019	256399202	126.50
126859	99-3822	TYLER TECHNOLOGIES, INC	IC MAINTENANCE/PAPER	7/2019	025-263302	203.00
127450	99-3822	TYLER TECHNOLOGIES, INC	WEBSITE/ONLINE PMTS	7/2019	025-263846	125.00

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
123775	99-4269	CREEK COUNTY RURAL WTR #3	WATER FEES-GUN RANGE	6/2019	5/21-6/21/19	24.00
126909	99-4661	NEAL & JEAN'S FLOWERS & GIFFLOWERS		6/2019	63869	45.00
126745	99-5120	T & W TIRE	FOUR NEW TIRES	6/2019	1080020250	791.60
126863	99-6554	PITNEY BOWES INC	MONTHLY POSTAGE	7/2019	7/2/19 126863	1,000.00
126904	99-7510	NATIONAL TACTICAL OFFICERS	MEMBERSHIP RENEWAL	7/2019	NTOA ANNUAL	150.00
126931	99-7766	INTERNATIONAL ASSOCIATION	OMEMBERSHIP DUES 19/20	7/2019	9/1/19-8/31/20	245.00
126784	99-7927	CENTRAL OKLAHOMA PUBLICATIO	BID PUBLISHING	6/2019	113239	88.20
126949R	99-8074	SPECIAL OPS UNIFORMS, INC	STATION UNIFORM	7/2019	790070	657.55
126951R	99-8074	SPECIAL OPS UNIFORMS, INC	STATION UNIFORM	7/2019	790071	657.55
126953R	99-8074	SPECIAL OPS UNIFORMS, INC	STATION UNIFORM	7/2019	790073	657.55
126894	99-8216	HILAND DAIRY FOODS CO.LLC	MILK FOR PRISONERS	7/2019	9062313	73.92
125612	99-8434	FLEETCOR TECHNOLOGIES d/b/a	FUEL & OIL/JUNE 2019	6/2019	JUNE 2019 125612	253.02
123240	99-8469	SAPULPA RURAL WATER	12 MONTHS WATER-STATION 4	6/2019	5/15-6/13/19	73.60
127174	99-8539	CROW BURLLNGAME COMPANY	COOLING FAN	6/2019	10622898	145.00
127254	99-8539	CROW BURLLNGAME COMPANY	FAN ASSEMBLY	6/2019	106-22959	145.00
127261	99-8539	CROW BURLLNGAME COMPANY	BATT CABLE/KILL SWITCH	6/2019	106-23207	15.94
124449	99-8846	ARLEDGE & ASSOCIATES, P.C.	AUDIT SERVICES FY 18/19	7/2019	29851	6,580.00
127076	99-8861	NATHAN CHADWICK	LANDSCAPING	6/2019	4235	4,587.65
126095	99-9283	FBINAA OKLAHOMA CHAPTER	2019 FBINAA CONFERENCE	6/2019	JNOE2019	175.00
126906	99-9371	SALTUS TECHNOLOGIES, LLC	HOSTING/MAINT FEE	7/2019	1906-14	7,605.00
126598	99-9382	OFFICE EXPRESS JANITORIAL	SJANITORIAL SUPPLIES	7/2019	0719 CITY	1,167.50
127228	99-9382	OFFICE EXPRESS JANITORIAL	SCLEANING OF POLICE DEPT	7/2019	0719 POLICE	1,495.00
126860	99-9393	AIRLINK INTERNET SVCS	MONTHLY INTERNET	7/2019	5689	3,143.69
126982	99-9666	OKLAHOMA KENWORTH dba MHC	KE-4/POWER STEERING HOSE	6/2019	R00483700199874	1,941.47
122306	99-9859	VERIZON WIRELESS SERVICES	LDATA PLAN FOR IPAD	6/2019	9832940505A	40.01
123241	99-9859	VERIZON WIRELESS SERVICES	LWIRELESS CHARGES-IPADS	6/2019	9832940505	400.10
126326	99-9923	OKLAHOMA ANIMAL CONTROL	ASSEMINAR FEE	6/2019	41 126326	175.00
126883	99-9975	SAFELITE FULFILLMENT, INC	d2 FRONT PASS WINDOWS	6/2019	6508-541216	715.94
FUND TOTAL:						90,200.42

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

125921	99-10074	CONTROL SYSTEM SOLUTIONS	LLTRBLE SHT BLOWER VALVE	6/2019	19019	862.50
124169	99-10143	PERDUE, BRANDON, FIELDER,	CBAD DEBT COLLECTIONS	6/2019	6/1-6/30/19	444.56
124081	99-10302	LAMPTON WELDING SUPPLY CO,	BOTTLE RENTAL	6/2019	00923370	29.46
127465	99-10395	AUBREY WEATHERFORD	WEBSITE/FACEBOOK	7/2019	SAP0719	250.00
126380	99-10501	GREENCO LAWN CARE INC	STUMP/BRUSH KILLER	6/2019	39535A	2,395.00
126393	99-10501	GREENCO LAWN CARE INC	SPRAY BRUSH	6/2019	39535	2,547.00
125133	99-10830	SHAWNEE MISSION TREE	SERVICTREE DEBRIS REMOVAL	6/2019	27833	41,520.00
126723R	99-1443	BRENNTAG SOUTHWEST, INC.	SODIUM PERMANGANATE	7/2019	BSW115167	8,430.20
127328	99-1443	BRENNTAG SOUTHWEST, INC.	FLUORIDE	7/2019	BSW115168	2,430.00
126505	99-1992	JOHN DEERE FINANCIAL ACCT#5	HAND TOOLS	6/2019	N96196/2 6/5/19	158.90
126506	99-1992	JOHN DEERE FINANCIAL ACCT#5	MISC SMALL REPAIRS	6/2019	O29658/2 6/17/19	16.98
126794	99-1992	JOHN DEERE FINANCIAL ACCT#5	ORANGE SAFETY FENCING	6/2019	N92918/2 5/30/19	83.45
123699	99-2145	OTIS ELEVATOR COMPANY	ANNUAL ELEVATOR SRVC	7/2019	TT08027719	3,312.24
126861	99-28	OG&E	MONTHLY ELECTRIC/JUNE	6/2019	JUNE2019 126861	30,871.49
125900	99-3437	ADVANCE ELECTRICAL SERVICES	24/7 ELECTRICIAN/BLANKET	6/2019	17565	412.50
122891	99-3593	CITY OF TULSA	METER FEES	6/2019	103688966 6/22	241.98
124276	99-3593	CITY OF TULSA	SEWER CONSUMPTION	6/2019	109321802 6/14	959.30
123857	99-3633	PUBLIC SERVICE COMPANY OF	OSRWCS ELEC SERVICE	6/2019	953 7/1/19	5,951.57

## FUND: 20 - SMA-AUTHORITY FUND

## SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
127255	99-3707	O'REILLY AUTOMOTIVE INC	FREON/OIL FILTER	6/2019	153-176558	5.18
127260	99-3707	O'REILLY AUTOMOTIVE INC	OIL FILTER/CABIN FILTER	6/2019	153-176981	56.98
127450	99-3822	TYLER TECHNOLOGIES, INC	WEBSITE/ONLINE PMTS	7/2019	025-263846	301.00
122058A	99-3881	FHC, INC. DBA TETRA TECH FHENGINEERING SERVICES		6/2019	51462797	764.22
123680	99-3881	FHC, INC. DBA TETRA TECH FHENG SRVCS-SRWCS		6/2019	51459845	14,859.12
123398	99-4112	ACCURATE ENVIRONMENTAL INC.	TESTING FOR DEQ PERMIT	6/2019	BF28007	150.00
126382	99-4112	ACCURATE ENVIRONMENTAL INC.	"C" CLASS/MUNSON	6/2019	S14895	510.00
126702	99-4112	ACCURATE ENVIRONMENTAL INC.	UCMR ST6 4-MAY 2019	6/2019	BE07132	1,390.00
126711	99-4112	ACCURATE ENVIRONMENTAL INC.	OPED FOR JUNE 2019	6/2019	BF25049	250.00
126712	99-4112	ACCURATE ENVIRONMENTAL INC.	TOC FOR JUNE 2019	6/2019	BF25047	100.00
126724R	99-4112	ACCURATE ENVIRONMENTAL INC.	LAB SUPPLIES	7/2019	SU30359	199.65
126781	99-4112	ACCURATE ENVIRONMENTAL INC.	LICENSE RENEWALS	6/2019	S14975	200.00
125419	99-4557	SOUTHERN MAT'L HANDLING COM	ANNUAL FORKLIFT MAINT	6/2019	00303687	160.58
125422	99-4819	ODEQ	SRWCS DISCHARGE PERMIT	6/2019	19053190152	710.30
125423	99-4819	ODEQ	WATER SUPPLY PERMIT	6/2019	19051561109	7,466.09
126521	99-6646	FASTENAL COMPANY INC	PIPE WRENCH/RECIP SAW	6/2019	OXSAP166752	211.99
126699	99-6671	SAPULPA AREA CHAMBER OF COM	CONTRACT/PRIDE SAPULPA	6/2019	APRIL 126699	7,500.00
126690	99-7994	BANCFIRST	DEBT SRVC/SMA UTIL BOND	7/2019	JULY 126690	205,255.41
127425	99-7994	BANCFIRST	DEBT SERVICE PAYMENTS	7/2019	JULY 127425	136,491.66
123399A	99-7998	AMERICAN ENVIRONMENTAL	LANDSLUDGE DISPOSAL FEE	6/2019	9968	976.24
125612	99-8434	FLEETCOR TECHNOLOGIES d/b/a	FUEL & OIL/JUNE 2019	6/2019	JUNE 2019 125612	224.40
126791	99-8495	DYNAMIC RESTORATIONS	SERVICEROOF ON ANNEX	6/2019	8150	1,791.87
126387	99-8526	RAVEN MATERIALS, INC.	SLUDGE REMOVAL #1	6/2019	3035-19	17,500.00
123954	99-9207	S2 ENGINEERING SERVICES,	PLENGINEERING SERVICES	6/2019	06-740	5,000.00
126598	99-9382	OFFICE EXPRESS JANITORIAL	SJANITORIAL SUPPLIES	7/2019	0719 CITY	1,167.50
123853	99-9859	VERIZON WIRELESS SERVICES	LDEDICATED PHONE-SRWCS	6/2019	9832718901	16.00
FUND TOTAL:						504,175.32

## FUND: 29 - STORMWATER MANAGEMENT

## SUMMARY REPORT

121319	99-1992	JOHN DEERE FINANCIAL ACCT#5	MISC OPERATIONAL SUPPLIES	6/2019	025485/2 6/10/19	39.99
124349	99-2223	MAXWELL SUPPLY, INC.	SAND BAGS	6/2019	492086	99.80
126861	99-28	OG&E	MONTHLY ELECTRIC/JUNE	6/2019	JUNE2019 126861	46.92
126226	99-4677	OKLAHOMA FLOODPLAIN	MANAGEMWORKSHOP	6/2019	2618	100.00
124348	99-4750	UNITED ENGINES, LLC	WATER CONTROL VALVE	6/2019	4099093	482.09
125612	99-8434	FLEETCOR TECHNOLOGIES d/b/a	FUEL & OIL/JUNE 2019	6/2019	JUNE 2019 125612	156.04
FUND TOTAL:						924.84

## FUND: 30 - STREET &amp; ALLEY

## SUMMARY REPORT

127263	99-10247	ATC HOLDCO	ATC FREIGHTLIN AIR TANK/MOUNTING STRAP	7/2019	125275582	443.11
126689	99-10302	LAMPTON WELDING SUPPLY CO,	CYL LEASE/CUTTING TORCH	7/2019	00636687	432.00
122843	99-10354	MAXWELL OIL CORP	MOTOR/HYDRAULIC OIL	6/2019	102752	587.00
122844	99-1992	JOHN DEERE FINANCIAL ACCT#5	MISC WORK/SAFETY SUPPLIES	6/2019	N91862/2 5/28/19	85.98
126788	99-1992	JOHN DEERE FINANCIAL ACCT#5	SAFETY GLOVES	6/2019	N92339/2 5/29/19	111.87
126861	99-28	OG&E	MONTHLY ELECTRIC/JUNE	6/2019	JUNE2019 126861	141.67
127183	99-2959	DAVIDSON AND DAVIDSON	ENTERHYDRAULIC HOSES	7/2019	0145226-IN	23.13
127260	99-3707	O'REILLY AUTOMOTIVE INC	OIL FILTER/CABIN FILTER	6/2019	153-176981	16.61
126859	99-3822	TYLER TECHNOLOGIES, INC	IC MAINTENANCE/PAPER	7/2019	025-263302	1,029.80
127259	99-8539	CROW BURLNGAME COMPANY	BATTERIES/CABIN FILTER	6/2019	106-23166	214.38

FUND: 30 - STREET &amp; ALLEY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
FUND TOTAL:						3,085.55
FUND: 31 - CEMETERY MAINTENANCE						SUMMARY REPORT
127113	99-10252	CECIL COX ENTERPRISES	EQUIPMENT MAINT	7/2019	3045538	184.85
127112	99-10302	LAMPTON WELDING SUPPLY CO,	YEARLY CYLINDER LEASE	7/2019	636686	216.00
127107	99-10704	VERMEER GREAT PLAINS INC	OIL CHANGE FOR CHIPPER	6/2019	15523	355.92
127101	99-1436	AARON FENCE CO., INC.	TWO FENCE PANELS	6/2019	136990	206.72
127104	99-1992	JOHN DEERE FINANCIAL ACCT#5	SAFETY SUPPLIES	6/2019	027591/2 6/14/19	134.84
126861	99-28	OG&E	MONTHLY ELECTRIC/JUNE	6/2019	JUNE2019 126861	193.91
126567R	99-4608	STEWART MARTIN INC	BUCKET FOR EXCAVATOR	7/2019	14937	1,307.00
124129	99-6159	LOT MAINTENANCE OF OKLAHOMA	MOW RIGHT-OF-WAYS	6/2019	036856	3,755.63
127117	99-8372	SAWYER ENTERPRISES	MOWING	7/2019	300070319	1,600.00
125612	99-8434	FLEETCOR TECHNOLOGIES d/b/a	FUEL & OIL/JUNE 2019	6/2019	JUNE 2019 125612	33.92
FUND TOTAL:						7,988.79
FUND: 32 - HUNTING & FISHING						SUMMARY REPORT
123878	99-10516	HINSCH MARY	CARETAKER AGREEMENT	6/2019	832862	141.50
126823	99-10516	HINSCH MARY	CARETAKER COMMISSION	7/2019	832863	170.50
126824	99-10516	HINSCH MARY	CARETAKER STIPEND	7/2019	JULY 126824	750.00
126861	99-28	OG&E	MONTHLY ELECTRIC/JUNE	6/2019	JUNE2019 126861	921.73
FUND TOTAL:						1,983.73
FUND: 33 - GOLF COURSE						SUMMARY REPORT
126289	99-1992	JOHN DEERE FINANCIAL ACCT#5	TRAILER	6/2019	N92035/2 5/28/19	1,307.99
126861	99-28	OG&E	MONTHLY ELECTRIC/JUNE	6/2019	JUNE2019 126861	660.58
124899	99-9949	ERNIE DEACON	BALLS/SENEGENCE TOURN	6/2019	767168	550.00
126291	99-9974	BOWERS OIL CO.	GAS FOR CARTS	6/2019	38526	656.70
126832	99-9974	BOWERS OIL CO.	UNLEADED & DIESEL	7/2019	38576	1,760.49
FUND TOTAL:						4,935.76
FUND: 34 - LIBRARY						SUMMARY REPORT
127039	99-10647	MITCHELL, SCOTT	REIMBURSEMENT	6/2019	2/23-4/22/19	112.97
125713	99-10721	KENT L DANIEL JR	LANDSCAPING	6/2019	3179	500.00
127031	99-10721	KENT L DANIEL JR	TRIM TREE/FLOWERS	6/2019	3178	475.00
124660	99-10818	CLAYTON J LAMB	TILE REPLACEMENT	6/2019	121838	485.00
126861	99-28	OG&E	MONTHLY ELECTRIC/JUNE	6/2019	JUNE2019 126861	1,252.83
127029	99-4803	ENDEX INC. OF TULSA	BATTERIES/ALARM SYSTEM	6/2019	12772	177.50
125715	99-8159	WORLD BOOK INC	ENCYCLOPEDIAS	6/2019	1595043	1,724.00
127042	99-8400	DENNIS WAYNE JACKSON	LIGHT EXTENDERS & BULBS	6/2019	1472	500.00
FUND TOTAL:						5,227.30
FUND: 35 - PARKS & RECREATION						SUMMARY REPORT
126819R	99-10225	CARLTON E CLINE	REPAIR FLOATING DOCK	7/2019	1444	1,600.00
126815R	99-10753	CHARLIE'S TEE'S	BANNER FOR ROADSHOW	7/2019	1102	75.00
126817R	99-10753	CHARLIE'S TEE'S	T-SHIRTS FOR ROADSHOW	7/2019	1101	124.80

## FUND: 35 - PARKS &amp; RECREATION

## SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
126861	99-28	OG&E	MONTHLY ELECTRIC/JUNE	6/2019	JUNE2019 126861	3,002.11
124401	99-4269	CREEK COUNTY RURAL WTR #3	WATER BILL FOR RV PARK	6/2019	5/28-6/26/19	95.50
127258	99-8539	CROW BURLLNGAME COMPANY	BATTERY & FUSE LINKS	6/2019	106-23158	99.96
127390	99-8545	TITAN COMMERCIAL SERVICES,	CLEAN PARK RESTROOMS	7/2019	JULY 2019 127390	750.00
127078	99-8689	SOUTHWEST TULSA TROPHY	MEDALS/TRIATHOLON	7/2019	07032019	140.00
127375	99-9382	OFFICE EXPRESS JANITORIAL	SJANITORIAL SERVICES	7/2019	0719 SENIOR	850.00
127376A	99-9382	OFFICE EXPRESS JANITORIAL	SJANITORIAL SERVICES-BTW	7/2019	0719 REC	2,010.00
123879	99-9595	CAMPBELL WENDY	CONTRACT SRVCS-TRACK PROG	6/2019	6/8-6/22/19 123879	345.00
FUND TOTAL:						9,092.37

## FUND: 36 - SWIMMING POOL

## SUMMARY REPORT

126687	99-10592	WOOTEN PLUMBING & UTILITIES	SERVICE CALL TOILETS	6/2019	13152	225.00
126671	99-10805	SNAPLOCK INDUSTRIES INC	NO SLIP FLOOR TILES	6/2019	209228-SL	312.30
126861	99-28	OG&E	MONTHLY ELECTRIC/JUNE	6/2019	JUNE2019 126861	457.75
126809	99-68	A & M ELECTRIC, INC	SERVICE CALL W/REPAIRS	6/2019	6703	364.00
126264	99-7070	MO' PIZZA RESTAURANTS, LLC	PIZZA FOR CONCESSIONS	6/2019	628192	110.50
127383	99-7070	MO' PIZZA RESTAURANTS, LLC	PIZZA	7/2019	702191	201.50
126265	99-9624	THE POOL STORE LLC	POOL CHEMICALS	6/2019	59707	26.75
FUND TOTAL:						1,697.80

## FUND: 38 - PARK DEVELOPMENT FUND

## SUMMARY REPORT

126801	99-10800	JOHNNY SHELTON	CONCRETE FOR BB COURT	6/2019	6/14/19 126801	12,928.00
126672	99-10822	K & S INDUSTRAIL SERVICES	IDIRT & DRAINAGE WORK	6/2019	2019-0048	8,250.00
FUND TOTAL:						21,178.00

## FUND: 40 - FIRE CASH

## SUMMARY REPORT

126985R	99-6181	IFSTA-FIRE PROTECTION PUBLI	FIRE FIGHTING ESSENTIALS	7/2019	132365	174.00
FUND TOTAL:						174.00

## FUND: 44 - MAJOR THOROFARE

## SUMMARY REPORT

126790	99-1992	JOHN DEERE FINANCIAL ACCT#5	FOUR CHAINSAWS	6/2019	N92382/2 5/29/19	1,399.96
126861	99-28	OG&E	MONTHLY ELECTRIC/JUNE	6/2019	JUNE2019 126861	20,873.98
123852	99-3633	PUBLIC SERVICE COMPANY OF O	EXPRESSWAY LIGHTS	6/2019	951 6/26/19	520.75
127179	99-8909	DUNHAM'S ASPHALT SERVICE,	IHOT/COLD MIX	7/2019	252273	135.14
FUND TOTAL:						22,929.83

## FUND: 45 - CAPITAL IMPROVEMENTS

## SUMMARY REPORT

125346	99-4799	MURRAY WOMBLE INC.	NEW ADA DOORS	6/2019	258937-IN	8,500.00
FUND TOTAL:						8,500.00

## FUND: 46 - WATER &amp; SEWER SALES TAX

## SUMMARY REPORT

126533	99-10592	WOOTEN PLUMBING & UTILITIES	SCORE DRILLING	6/2019	12914	340.00
126861	99-28	OG&E	MONTHLY ELECTRIC/JUNE	6/2019	JUNE2019 126861	323.81
127167A	99-3707	O'REILLY AUTOMOTIVE INC	DRAG LINK	6/2019	153-174616	23.51

## FUND: 46 - WATER &amp; SEWER SALES TAX

## SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
127255	99-3707	O'REILLY AUTOMOTIVE INC	FREON/OIL FILTER	6/2019	153-176558	20.97
127265	99-3707	O'REILLY AUTOMOTIVE INC	COMPRESSOR/OIL/FREON	7/2019	153-178054	215.55
127266	99-3707	O'REILLY AUTOMOTIVE INC	FAN CLUTCH/HEATER HOSE	7/2019	153-178198	74.02
126859	99-3822	TYLER TECHNOLOGIES, INC	IC MAINTENANCE/PAPER	7/2019	025-263302	1,029.79
127127	99-8059	ACE AIR, INC.	SERVICE CALL ON A/C	6/2019	103087	160.78
125612	99-8434	FLEETCOR TECHNOLOGIES d/b/a	FUEL & OIL/JUNE 2019	6/2019	JUNE 2019 125612	134.94
127258	99-8539	CROW BURLINGAME COMPANY	BATTERY & FUSE LINKS	6/2019	106-23156	10.00
FUND TOTAL:						2,333.37

## FUND: 47 - VAC/SPAY/NEUTR ESCRW FUND

## SUMMARY REPORT

126605	99-8803	SPAY OKLAHOMA, INC	SPAY/NEUTER FEES	6/2019	5/1-5/30 126605	760.00
FUND TOTAL:						760.00

## FUND: 48 - WATER RESOURCE

## SUMMARY REPORT

125944	99-1850	AMERICAN HERITAGE BANK	QTRLY DEBT SERV PMT	7/2019	7/2/19 125944	12,685.48
FUND TOTAL:						12,685.48

## FUND: 49 - SEWER EXT &amp; DEV FUND

## SUMMARY REPORT

123678R	99-3881	FHC, INC. DBA TETRA TECH	FENGINEERING SERVICES	6/2019	51461508	11,000.00
123969B	99-3881	FHC, INC. DBA TETRA TECH	FENGINEERING SERVICES	6/2019	51461509	25,000.00
FUND TOTAL:						36,000.00

## FUND: 58 - JUVENILE JUSTICE FUND

## SUMMARY REPORT

123693	99-7564	HUMAN SKILLS & RESOURCES	IPROBATION SERVICES-JUVENI	6/2019	5/1-5/31/19 123693	2,500.00
FUND TOTAL:						2,500.00

## FUND: 59 - HOTEL/MOTEL TAX FUND

## SUMMARY REPORT

123872	99-10253	SAPULPA HOSPITALITY, LLC	50% HOTEL MOTEL TAX	6/2019	APR-JUN 123872	6,991.98
123873	99-6671	SAPULPA AREA CHAMBER OF COM	HOTEL/MOTEL TAX	6/2019	APR-JUN 13873	13,094.30
FUND TOTAL:						20,086.28

## FUND: 60 - GRANTS AND AID

## SUMMARY REPORT

122059R	99-133	INCOG	PROJECT MANAGEMENT	6/2019	222852	6,000.00
126981	99-3327	A & W TOWING INC.	TOW 11 CARS FOR TRAINING	6/2019	42526	1,430.00
125853	99-4022	OKLAHOMA STATE UNIVERSITY	VEHICLE RESCUE TECH	6/2019	72179	4,000.00
126988	99-4022	OKLAHOMA STATE UNIVERSITY	HAZARDOUS TECH CLASS	6/2019	73436	20,289.96
FUND TOTAL:						31,719.96

## FUND: 65 - STREET IMP.SALES TAX

## SUMMARY REPORT

127426	99-7994	BANCFIRST	DEBT SERVICE PAYMENTS	7/2019	JULY 127426	52,102.29
FUND TOTAL:						52,102.29

FUND: 83 - G.O.BOND CONSTR FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
125338	99-10770	SCHROER MANUFACTURING	COMPACAGES & KENNELS	6/2019	1018095	130,112.04
123704R	99-3881	FHC, INC. DBA TETRA TECH	FHPROFESSIONAL SERVICES	6/2019	51461507	6,650.00
114688B	99-5348	PLANNING DESIGN GROUP	SPORTS COMPLEX	6/2019	4732	2,600.00
124278	99-8129	MSB CONSTRUCTION LLC	SEWER IMPROVEMENTS	6/2019	1804-11	117,695.60
114781D	99-8149	BKL, INC.	ANIMAL SHELTER	6/2019	22 114781D	7,000.00
					FUND TOTAL:	264,057.64
					GRAND TOTAL:	1,104,338.73



## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
6/2019	10	501-301	TRAINING & TRAVEL	24.35	
6/2019	10	502-260	MINOR EQUIPMENT & FURNISHINGS	4,587.65	
6/2019	10	503-201	OFFICE SUPPLIES	158.85	
6/2019	10	503-301	TRAINING AND TRAVEL	505.44	
6/2019	10	504-201	OFFICE SUPPLIES	132.10	
6/2019	10	504-311	PROFESSIONAL SERVICES	225.00	
6/2019	10	506-311P	PHYSICALS	126.50	
6/2019	10	508-331	UTILITIES	219.89	
6/2019	10	510-311	PROFESSIONAL SERVICES	3,966.70	
6/2019	10	511-214	OPERATIONAL SUPPLIES	255.00	
6/2019	10	511-221	FUEL AND OIL	178.02	
6/2019	10	511-331	UTILITIES	2,282.41	
6/2019	10	511-332	COMMUNICATIONS	400.10	
6/2019	10	511-352	MAINTENANCE-VEHICLES	2,733.07	
6/2019	10	511-353	MAINT-BUILDINGS & FIXTURE	5.58	
6/2019	10	512-214	OPERATIONAL SUPPLIES	187.51	
6/2019	10	512-221	FUEL AND OIL	75.00	
6/2019	10	512-301	TRAINING AND TRAVEL	175.00	
6/2019	10	512-321	PRISONER CARE	669.40	
6/2019	10	512-331	UTILITIES	1,703.80	
6/2019	10	512-352	MAINTENANCE-VEHICLES	1,735.28	
6/2019	10	513-301	TRAINING & TRAVEL	175.00	
6/2019	10	513-331	UTILITIES	755.05	
6/2019	10	514-331	UTILITIES	337.73	
6/2019	10	515-201	OFFICE SUPPLIES	258.09	
6/2019	10	515-214	OPERATIONAL SUPPLIES	54.60	
6/2019	10	516-312	ADVERTISING	88.20	
6/2019	10	517-301	TRAINING & TRAVEL	49.00	
6/2019	10	517-332	COMMUNICATION	40.01	
6/2019	10	590-315	FEES & OTHER CHARGES	55.00	
6/2019	10	590-331	UTILITIES	501.07	
6/2019	10	591-390	CONTINGENCY FOR EXP NOT BUDGET	70.00	22,730.40
6/2019	20	523-221	FUEL AND OIL	53.22	
6/2019	20	523-301	TRAINING & TRAVEL	200.00	
6/2019	20	523-311	PROFESSIONAL SERVICES	444.56	
6/2019	20	523-352	MAINTENANCE-VEHICLES	56.98	
6/2019	20	524-221	FUEL & OIL	93.13	
6/2019	20	524-301	TRAINING AND TRAVEL	510.00	
6/2019	20	524-311	PROFESSIONAL SERVICES	1,740.00	
6/2019	20	524-315A	FEES & OTHER CHG-ODEQ/STA	7,466.09	
6/2019	20	524-315B	FEES & OTHR CHGS-SKIATOOK	16,349.64	
6/2019	20	524-322	WATER PURCHASE	241.98	
6/2019	20	524-331	UTILITIES	14,748.78	

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
6/2019	20	524-341	RENTAL OF EQUIPMENT	29.46	
6/2019	20	524-345	DISPOSAL OF SLUDGE	17,500.00	
6/2019	20	524-351	MAINTENANCE-EQUIPMENT	160.58	
6/2019	20	524-354	MAINTENANCE-FACILITIES	4,942.00	
6/2019	20	525-221	FUEL & OIL	78.05	
6/2019	20	525-231	MINOR TOOLS	370.89	
6/2019	20	525-311D	PROF SERVICES-TESTING	150.00	
6/2019	20	525-325	SEWAGE DISPOSAL FEE	959.30	
6/2019	20	525-331	UTILITIES	21,250.65	
6/2019	20	525-332	COMMUNICATIONS	322.56	
6/2019	20	525-345	DISPOSAL OF SLUDGE	976.24	
6/2019	20	525-351	MAINTENANCE-EQUIPMENT	879.48	
6/2019	20	525-352	MAINT-VEHICLES	5.18	
6/2019	20	525-354	MAINTENANCE-FACILITIES	412.50	
6/2019	20	527-315B	FEES & OTH CHG-HAULING	83.45	
6/2019	20	527-391	CONTINGENCY - 2% OF REFUSE	7,500.00	
6/2019	20	528-141	CONTRACT LABOR	5,000.00	
6/2019	20	590-331	UTILITIES	501.07	
6/2019	20	591-390	CONTINGENCY NOT BUDGETED	43,311.87	146,337.66
6/2019	29	529-214	OPERATING SUPPLIES	139.79	
6/2019	29	529-221	FUEL & OIL	156.04	
6/2019	29	529-301	TRAINING & TRAVEL	100.00	
6/2019	29	529-331	UTILITIES	46.92	
6/2019	29	529-351	MAINTENANCE-EQUIPMENT	482.09	924.84
6/2019	30	530-221	FUEL & OIL	587.00	
6/2019	30	530-231	MINOR TOOLS	85.98	
6/2019	30	530-241	SAFETY SUPPLIES	111.87	
6/2019	30	530-331	UTILITIES	141.67	
6/2019	30	530-352	MAINTENANCE-VEHICLES	230.99	1,157.51
6/2019	31	531-141	CONTRACT LABOR	3,755.63	
6/2019	31	531-221	FUEL & OIL	33.92	
6/2019	31	531-241	SAFETY SUPPLIES	134.84	
6/2019	31	531-331	UTILITIES	193.91	
6/2019	31	531-351	MAINTENANCE-EQUIPMENT	355.92	
6/2019	31	531-354	MAINTENANCE-FACILITIES	206.72	4,680.94
6/2019	32	532-142	PERMIT SALES COMMISSION	141.50	
6/2019	32	532-331	UTILITIES	921.73	1,063.23
6/2019	33	533-215	PRO SHOP SUPPLIES	550.00	
6/2019	33	533-221	FUEL & OIL	656.70	
6/2019	33	533-331	UTILITIES	660.58	

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
6/2019	33	533-354	MAINTENANCE-FACILITIES	1,307.99	3,175.27
6/2019	34	534-201	OFFICE SUPPLIES	112.97	
6/2019	34	534-290	GRANT EXPENSE-OTHER	1,724.00	
6/2019	34	534-331	UTILITIES	1,252.83	
6/2019	34	534-353	MAINT/BUILDINGS	1,637.50	
6/2019	34	534-354	MAINTENANCE-FACILITIES	500.00	5,227.30
6/2019	35	535-141	CONTRACT LABOR	345.00	
6/2019	35	535-331	UTILITIES	3,097.61	
6/2019	35	535-352	MAINT-VEHICLES	99.96	3,542.57
6/2019	36	536-212	CHEMICALS	26.75	
6/2019	36	536-213	CONCESSION SUPPLIES	110.50	
6/2019	36	536-331	UTILITIES	457.75	
6/2019	36	536-351	MAINTENANCE-EQUIPMENT	364.00	
6/2019	36	536-353	MAINT-BUILDINGS/FIXTURES	537.30	1,496.30
6/2019	38	538-405	FACILITIES	21,178.00	21,178.00
6/2019	44	544-331	UTILITIES	21,394.73	
6/2019	44	544-354	MAINTENANCE-FACILITIES	1,399.96	22,794.69
6/2019	45	535-404	BUILDING & FIXTURES	8,500.00	8,500.00
6/2019	46	546-221	FUEL AND OIL	134.94	
6/2019	46	546-331	UTILITIES	323.81	
6/2019	46	546-352	MAINTENANCE-VEHICLES	54.48	
6/2019	46	546-353	MAINTENANCE-BUILDINGS	160.78	
6/2019	46	546-354	MAINTENANCE-FACILITIES	340.00	1,014.01
6/2019	47	547-315	OTHER SERVICES & CHARGES	760.00	760.00
6/2019	49	525-311	PROFESSIONAL SERVICES	25,000.00	
6/2019	49	526-311	PROFESSIONAL SERVICES	11,000.00	36,000.00
6/2019	58	558-141	CONTRACT LABOR	2,500.00	2,500.00
6/2019	59	501-311	PROFESSIONAL SERVICES	13,094.30	
6/2019	59	590-319	ECONOMIC DEVELOPMENT INCENTIVE	6,991.98	20,086.28
6/2019	60	585-301	TRAINING & TRAVEL	25,719.96	
6/2019	60	592-311	PROF SVCS - ADM & LEGAL	6,000.00	31,719.96
6/2019	83	571-311B	PROF SVCS-ENG (C.A. & INSP)	6,650.00	

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
6/2019	83	571-405B	FACILITIES - CONTRACT	117,695.60	
6/2019	83	577-311A	PROF SVCS-ENG (DESIGN, BID)	7,000.00	
6/2019	83	577-402	FURNITURE	130,112.04	
6/2019	83	578-311B	PROF SVCS-ENG (CA & INSP)	2,600.00	264,057.64
7/2019	10	501-301	TRAINING & TRAVEL	27.04	
7/2019	10	501-302	DUES AND SUBSCRIPTIONS	17,365.58	
7/2019	10	502-311	PROFESSIONAL SERVICES	216.00	
7/2019	10	503-260	MINOR EQUIPMENT & FURNISHINGS	203.00	
7/2019	10	504-301	TRAINING AND TRAVEL	505.00	
7/2019	10	509-311	PROFESSIONAL SERVICES	6,580.00	
7/2019	10	510-351	MAINTENANCE-EQUIPMENT	125.00	
7/2019	10	511-201	OFFICE SUPPLIES	13.93	
7/2019	10	511-214E	EMS SUPPLIES	326.40	
7/2019	10	511-241	SAFETY EQUIPMENT	44.25	
7/2019	10	511-301	TRAINING AND TRAVEL	85.00	
7/2019	10	511-302	DUES AND SUBSCRIPTIONS	6,689.00	
7/2019	10	511-314	UNIFORMS	2,286.15	
7/2019	10	511-332	COMMUNICATIONS	2,028.00	
7/2019	10	511-341	RENTAL OF EQUIPMENT	108.00	
7/2019	10	511-352	MAINTENANCE-VEHICLES	195.00	
7/2019	10	512-141	CONTRACT LABOR	1,495.00	
7/2019	10	512-201	OFFICE SUPPLIES	806.18	
7/2019	10	512-211	JANITORIAL SUPPLIES	76.10	
7/2019	10	512-214	OPERATIONAL SUPPLIES	111.77	
7/2019	10	512-301	TRAINING AND TRAVEL	3,328.00	
7/2019	10	512-302	DUES AND SUBSCRIPTIONS	150.00	
7/2019	10	512-321	PRISONER CARE	118.91	
7/2019	10	512-332	COMMUNICATIONS	6,240.00	
7/2019	10	512-351	MAINTENANCE-EQUIPMENT	7,605.00	
7/2019	10	512-352	MAINTENANCE-VEHICLES	468.28	
7/2019	10	514-351	MAINTENANCE-EQUIPMENT	1,400.00	
7/2019	10	590-141	CONTRACT LABOR	1,167.50	
7/2019	10	590-202	POSTAGE	1,000.00	
7/2019	10	590-311	PROFESSIONAL SERVICES	250.00	
7/2019	10	590-332	COMMUNICATIONS	3,143.69	
7/2019	10	590-351	MAINTENANCE-EQUIPMENT	3,312.24	67,470.02
7/2019	20	523-351	MAINTENANCE-EQUIPMENT	301.00	
7/2019	20	524-212	CHEMICALS	10,860.20	
7/2019	20	524-214	OPERATIONAL SUPPLIES	199.65	
7/2019	20	590-141	CONTRACT LABOR	1,167.50	
7/2019	20	590-311	PROFESSIONAL SERVICES	250.00	
7/2019	20	590-351	EQUIPMENT MAINTENANCE	3,312.24	
7/2019	20	590-501F	BOND EXP - SERIES 2012	135,866.66	

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
7/2019	20	590-501G	REVENUE BOND EXP - SERIES 2013	204,776.24	
7/2019	20	590-502	REVENUE BOND TRUSTEE FEES	1,104.17	357,837.66
7/2019	30	530-341	RENTAL OF EQUIPMENT	432.00	
7/2019	30	530-351	MAINTENANCE-EQUIPMENT	1,052.93	
7/2019	30	530-352	MAINTENANCE-VEHICLES	443.11	1,928.04
7/2019	31	531-141	CONTRACT LABOR	1,600.00	
7/2019	31	531-341	RENTAL OF EQUIPMENT	216.00	
7/2019	31	531-351	MAINTENANCE-EQUIPMENT	1,491.85	3,307.85
7/2019	32	532-141	CONTRACT LABOR	750.00	
7/2019	32	532-142	PERMIT SALES COMMISSION	170.50	920.50
7/2019	33	533-221	FUEL & OIL	1,760.49	1,760.49
7/2019	35	535-141	CONTRACT LABOR	3,610.00	
7/2019	35	535-243	RECREATIONAL SUPPLIES	264.80	
7/2019	35	535-313	PRINTING	75.00	
7/2019	35	535-354	MAINTENANCE-FACILITIES	1,600.00	5,549.80
7/2019	36	536-213	CONCESSION SUPPLIES	201.50	201.50
7/2019	40	540-407	BOOKS	174.00	174.00
7/2019	44	544-354	MAINTENANCE-FACILITIES	135.14	135.14
7/2019	46	546-351	MAINTENANCE-EQUIPMENT	1,029.79	
7/2019	46	546-352	MAINTENANCE-VEHICLES	289.57	1,319.36
7/2019	48	548-501	NOTE PAYMENTS	12,685.48	12,685.48
7/2019	65	565-501	BOND EXP -SERIES 2004/2014	39,583.34	
7/2019	65	565-501I	2004/2014 DEBT SERVICE - INT	12,185.61	
7/2019	65	565-502	REVENUE BOND TRUSTEE FEES	333.34	52,102.29
GRAND TOTAL ESTIMATE:					0.00
GRAND TOTAL ACTUAL:					1,104,338.73
REPORT TOTAL:					1,104,338.73



**Consent Agenda 7.B.**

**City Council Regular**

**Meeting Date:** July 15, 2019

**Submitted By:** Amber Fisher, Accounts Payable Clerk

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**SUBJECT:**

Consider approving Pre-paid claims in the amount of \$183,931.46

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**Attachments**

Pre-paid Claims 7/15/19

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Prepaid Claims for Agenda 07/15/19  
Submitted by: Hailey Sharp A/P

City:

OMAG Workers Compensation- \$124,021.51

OMAG Insurance Coverage- \$59,909.95

Total Amount \$ 183,931.46



**AGENDA ITEM**

**Consent Agenda 7.C.**

**City Council Regular**

**Meeting Date:** July 15, 2019

**Submitted By:** Jody Baker, Parks and Recreation Director

**Department:** Parks & Recreation

**Presented By:** Jody Baker

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**SUBJECT:**

Consider renewing the Agreement with Ms. Mary Hinsch for Lake Caretaker services in the amount of \$750.00 per month for an additional one-year term.

**BACKGROUND:**

The Lake Caretaker agreement is critical to the overall operations at the parks at Lake Sahoma and Pretty Water Lake. The Caretaker operates the City's bait shop, concessions and restrooms facility, collects permit fees, and oversees lake patrons. The Caretaker is paid \$750.00 per month, and also receives commissions on permits they sell at the Lake store. The Caretaker resides on site and is provided with an R/V spot at our Lake Sahoma R/V park area.

**RECOMMENDATION:**

Staff recommends that Council approves renewal of the agreement with Ms. Hinsch.

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**Fiscal Impact**

**Amount:** \$9,000.00

**To be paid from:** Fishing & Hunting Fund

**Account number:** 32-532-142

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**Attachments**

Agreement

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# **CONTRACT LABOR AGREEMENT**

**FY 2019-2020**

## **LAKE CARETAKER SERVICES**

\*\*\*\*\*

This agreement by and between the City of Sapulpa, a municipal corporation, hereinafter referred to as "City", and Mary Hinsch hereinafter referred to as "Contractor", and for and in consideration of the covenants stated herein, do agree as follows, to-wit:

### **1. INTENT**

It is the intent of this contract to set forth the terms, conditions and the requirements of Contractor for the operation of the City of Sapulpa's Lake Sahoma Bait and Concessions Store facility, which is under the jurisdiction of the Sapulpa Parks and Recreation Department.

It is further intended that the services provided by Contractor, which are covered by this contract, shall be subject to all the terms and conditions set forth in this contract. No other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing.

### **2. NATURE OF RELATIONSHIP**

The parties expressly intend and agree that this Agreement establishes an independent contractor relationship between them and that no employer/employee or master/servant relationship shall be created between the parties. The Contractor is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of the City. The City shall determine the work to be done by the Contractor, but the Contractor shall determine the legal means by which the Contractor accomplishes the work specified by the City. The City is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments it owes the Contractor. Neither the Contractor nor its employees shall be entitled to receive any benefits which employees of the City are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for the City. Neither party hereto shall have any right, power, or authority to enter into any agreement for or on behalf of the other party, or to incur any obligation or liability or otherwise bind the other party. This Agreement does not create an association, joint venture, or partnership between the parties nor impose any partnership liability upon either party. The Contractor represents and warrants to the City that he is engaged in an independent calling and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services specified in this Agreement, and that all such services and work shall be performed by Contractor in a good, workmanlike and professional manner.

### **3. TERMS OF CONTRACT**

The term of the contract shall be for a period of one year beginning on **July 1, 2019** and continuing until **June 30, 2020** with automatic renewal terms of one year each contingent upon the recommendation to approve renewal from the Director of Parks & Recreation.

### **4. CHANGES**

Changes within the general scope of the services to be performed under the terms of this contract shall be done only by giving notice to City and Contractor. No change by the City or by the Contractor shall be recognized without written approval of the City and Contractor.

### **5. ASSIGNMENT**

Contractor shall not sell, sublet, or assign this agreement or any portion thereof to any agency, person, or persons.

### **6. CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS**

General Liability - The City shall not be held liable or responsible for any accident, loss, assault, battery, defamations, false arrest, false imprisonment, invasion of privacy, intentional or negligent infliction of emotional distress, injury (including death), or damages happening or occurring during the term of the performance of the work, to persons and/or property, and the Contractor shall fully indemnify and protect the City from and against the same. In addition to the liability imposed by law on the Contractor for damage or injury (including death) to persons or property by reason of negligence of the Contractor or his agents, such liability is not impaired or otherwise affected hereby and the Contractor hereby assumed liability for and agrees to save the City harmless and indemnify him for every expense, liability or payment by reasons or any damage or injury (including death) to persons or property suffered or any of his subcontractors or anyone directly or indirectly employed by either of them or arising in any way from the work called for in the contract.

Liens - Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes or actions or suits of whatever nature arising out the services, labor and materials furnished by the Contractor or his subcontractors under the scope of this contract and from all laborers', materials men's and mechanics' liens upon the real property upon which the work is located or any property of the City of Sapulpa.

Insurance Requirements - The Contractor, and any sub-contractors, shall carry and keep in force during the term of the contract policies of public liability and insurance including any contractual liability assumed under the contract in the minimum amounts set forth below and worker's compensation and employer's liability insurance in the amount required by law. The Contractor shall also furnish an owner's protective policy in the same amounts with the City of Sapulpa as the named assured by the same insurance company as the insurer of Contractor's liability coverage.

Personal Injury, each person	\$ 100,000
Personal Injury, each occurrence	\$1,000,000
Property Damage, each person	\$ 25,000
Property Damage, each occurrence	\$ 100,000

The policy shall provide a clause stating that it cannot be cancelled by the insurer without the insurer first giving the City ten (10) days written notice of cancellation. The Contractor shall furnish the City a certificate of insurance showing such coverage within ten (10) days following the award of the contract by the City prior to starting work. The City of Sapulpa shall be listed as an additional insured on all certificates of insurance.

**7. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of this contract, the contractor agrees he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**8. OTHER APPLICABLE LAWS**

Any provisions required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein, i.e. County Health Department permit is required to sell open food and/or beverages. Any and all food, beverage and concession sales shall be offered in accordance to the available Health Department permit(s) per the existing facility amenities currently in place in the City's Lake Sahoma Bait and Concessions buildings.

**9. SCOPE OF SERVICES**

The work performed by Contractor as a result of this contract shall be of the highest quality and shall be consistently so throughout the term of the resulting contract. The work shall consist of the complete operation of the City's Lake Sahoma Bait and Concessions Store as described herein.

**10. ENERGY CONSERVATION**

Energy conservation shall be practiced and lights in unoccupied areas turned off, except where centrally controlled, and windows and doors kept closed.

**11. SAFETY**

The Contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act (O.S.H.A.) and other federal, state, or local regulations, which affect the services provided by Contractor under this agreement.

## **12. EQUIPMENT AND SUPPLIES**

The City shall provide Contractor with reasonable cleaning supplies and equipment necessary for Contractor to perform duties specified herein; including cleaning products and equipment, paper towels, toilet tissue, soap, toilet deodorizers, trash can liners, wet floor signs, bait tanks, etc.

The City shall provide a separate cash register for the purpose of keeping City revenues apart from Contractor's revenues.

## **13. TELEPHONE SERVICE**

The Contractor shall be allowed job-related use of local City telephone service at no cost to the Contractor. No toll charges will be allowed by the Contractor and/or Contractor's employees.

## **14. HOURS OF SERVICE**

Contractor shall provide services for to the City's Lake Sahoma Bait and Concessions Store, open to the public for a minimum of 40 hours per week.

The City agrees that the hours of operation will vary according to seasons and public demand, and that the hours of operation for the store shall be set and established by the Contractor with the City's approval.

The Store hours of operation shall be approved by the Director of Parks and Recreation.

## **15. SERVICE REQUIREMENTS**

The following services and duties to be provided by Contractor shall consist of, but may not necessarily be limited to the following;

### **A. Daily:**

1. Properly open and secure/close store, set alarm system, etc. as per established hours of operation, rules, regulations, etc.
2. Greet public customers and provide correct information concerning City Parks and Recreation Department programs and lake facilities as needed & requested by public.
3. Caretaker acts in capacity of representative of the City Parks Department. Exhibit positive, professional attitude, personal appearance, etc. at all times.
4. Sell City Permits, bait, and tackle items as required by City to effectively serve public.
5. Keep assigned areas clean and free from all personal items not necessary to operate the Sahoma Lake Store.

6. Collect all City permit revenues. Keep City revenues separate from Contractor revenues. Close out cash register and follow all established City financial procedures. Submit all revenues to City Hall cashier as per the established procedures.

Ensure that all 'Long-Term' monthly R/V Camping Fees are collected in total and on due dates (No Exceptions). Contact the designated Park Department Staff immediately if patrons do not remit all fees on dates due.

7. Empty waste receptacles and replace liners.
8. Clean and disinfect counters.
9. Sweep floors.
10. Deposit trash in outside dumpster (provided).
11. Clean and disinfect restroom sinks, stools, urinals and other fixtures.
12. Sweep exterior entrance/exit of the Sahoma Store.
13. Check Permits; Fishing, Camping, and Hunting to insure that all public patrons exhibit same.
14. Assist staff with all Hunting and Fishing Division-related programs such as; media relations, promotion of campsites, picnic shelter rentals, fishing, hunting, boating, and special event activities; to corporate, church, large family reunions, etc.
15. Assist staff with the operational activities of the Sapulpa Lake Friends, volunteer work force to assist the Parks Department with lake projects and activities. Attend organizational and planning meetings as needed.
16. Attend weekly Parks Department staff meetings as needed.
17. Distribute City Park Department brochures and other promotional items.

**B. As Needed:**

1. Communicate with Sapulpa Parks and Recreation Staff on all areas of concern regarding the City's Lakes operations.
2. Submit list of needed janitorial supplies to City's designated representative before running out of same. (i.e., paper supplies, soap, etc.)
3. Wet mop and disinfect floors.

4. Clean light fixtures, air vents, ceiling moldings, and baseboards.
5. Change filters.
6. Remove dust and cobwebs from ceilings, window sills, picture frames, table tops, file cabinets, chairs, and other furniture.
7. Clean and disinfect walls.
8. Fill soap dispensers.
9. Replace restroom deodorizers.
10. Fill toilet tissue holders.
11. Fill paper towel holders.
12. Remove foreign substances from floors, gum, etc.
13. Pick up litter, debris, etc. from grounds.
14. Clean and power wash out the covered fishing dock (Power Washer Provided).
15. Clean and Disinfect (3) outdoor toilet units.

## **16. GENERATED REVENUES**

City agrees to grant Contractor **100%** of Contractor's total revenues derived from Contractors sales of own food, beverages, bait and tackle for the contract period.

City also agrees to grant Contractor **\$0.50** cents per every Daily Fishing Permit, Daily Camping Permit, and Daily Boating Permit sold; and **\$1.00** per every Annual Regular Fishing Permit, Seasonal Trout Permit, Seasonal Catfish/Panfish Permit, Annual Boating Permit, and Annual Hunting Permit sold by Contractor.

City agrees to grant Contractor **\$2.00** for every (\$25.00) Family Permit sold; and **\$1.00** per every daily R/V camping permit sold, and grant Contractor **\$30.00** per every monthly (\$300.00) R/V space rented.

## **17. OTHER FEES AND ALLOWANCES**

City agrees to grant to Contractor the following rates for services rendered according to the full contents of this agreement:

- A. City also agrees to pay CARETAKER monthly fee of **\$750.00** to be remitted "after" services are rendered.

- B. City agrees to allow CARETAKER to reside on the Lake Sahoma peninsula site in an area specified by the Director of Parks and Recreation.
  - i. The CARETAKER's living quarters shall be inspected and approved by the Director of Parks and Recreation before being allowed on site. The trailer and skirting materials shall be aesthetically pleasing to the CITY site. All items of personal property or personal belongings allowed on the CITY grounds shall be kept and maintained in a neat, orderly appearance. Items allowed include such equipment as; picnic table, lawn chairs, grill, etc. No other items are allowed without permission of the Director of Parks & Recreation.
  - ii. Prior approval must be obtained from the Director of Parks and Recreation before CARETAKER is allowed to bring animals of any kind on to the premises. Dogs and any other animals belonging to or possessed by CARETAKER, if allowed, shall be kept and maintained in accordance with the requirements of the ordinances of the CITY.
- C. City agrees to furnish "reasonable" electric and water utilities for CARETAKER's living quarters during the term of this agreement.

## 18. REPORTS

The Contractor is responsible for submitting **quarterly, detailed, income/expense statements** to the Director of Parks & Recreation. The financial statement periods and statement due date(s) are as follows:

(July-September: due October 15, October-December: due January 15, January-March: due April 15, and April-June, due before final payment of this contractual agreement is rendered.)

Contractor is responsible for submitting **monthly reports** complete with all required information to the Director of Parks and Recreation on the required dates.

City retains the right to withhold monthly fee of \$750.00 paid to Contractor for failure to provide said documentation on stated due date(s).

## 19. CONTRACT CANCELLATION

Irrespective to any breach of the provision set forth herein, the City shall have the right to cancel the contract upon thirty (30) days written notice to the Contractor. The Contractor shall have the right to cancel the contract upon a thirty (3) days written notice to the City

**PASSED BY THE SAPULPA CITY COUNCIL FOR THE CITY OF SAPULPA,  
OKLAHOMA this \_\_\_ day of \_\_\_\_\_, 2019.**

CITY OF SAPULPA:

PARKS AND RECREATION DEPT:

\_\_\_\_\_  
Reg Green, Mayor

\_\_\_\_\_  
Jody Baker, Director of Parks and Recreation

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
David Widdoes, City Attorney

\_\_\_\_\_  
Shirley Burzio, City Clerk

CONTRACTOR: \_\_\_\_\_ Print Name  
                  \_\_\_\_\_ Address  
                  \_\_\_\_\_ Telephone  
                  \_\_\_\_\_ Email

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subscribed and Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Notary Public

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

[Commission #: \_\_\_\_\_]





**AGENDA ITEM**

**Consent Agenda 7.D.**

**City Council Regular**

**Meeting Date:** July 15, 2019

**Submitted By:** Jody Baker, Parks and Recreation Director

**Department:** Parks & Recreation

**Presented By:** Jody Baker

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**SUBJECT:**

Discussion and possible action regarding a Janitorial Agreement with Titan Commercial Services for the Park and Recreation Department for five (5) Park Restroom Buildings in the amount of \$750.00 per month for a one-year term.

**BACKGROUND:**

The Agreement is with Titan Commercial Services, LLC to provide janitorial services at five (5) Sapulpa Parks Restrooms. The City agrees to compensate Contractor \$150.00 a month for each restroom facility, for a total of \$750.00 per month for its for the period of July 1, 2019 and continue to and including June 30, 2020. For further detailed information, please see the attached documents.

**RECOMMENDATION:**

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

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**Fiscal Impact**

**Amount:** \$9,000.00

**To be paid from:** Park & Recreation Fund

**Account number:** 35-535-141

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**Attachments**

Agreement

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**AGREEMENT FOR JANITORIAL SERVICES**  
**Park Restroom Buildings**  
**FY 2019-2020**

This agreement by and between the City of Sapulpa, a municipal corporation, hereinafter referred to as "City", and Titan Commercial Services, LLC, hereinafter referred to as "Contractor", and for and in consideration of the covenants stated herein, do agree as follows, to-wit:

**1. INTENT –**

It is the intent of this contract to set forth the terms, conditions and the requirements for providing the necessary janitorial services as outlined herein for the Parks Department.

It is further intended that the services covered by this contract shall be furnished by Contractor subject to all the terms and conditions set forth in this contract. No other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing.

**2. NATURE OF RELATIONSHIP –**

The parties expressly intend and agree that this Agreement establishes an independent contractor relationship between them and that no employer/employee or master/servant relationship shall be created between the parties. The Contractor is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of the City. The City shall determine the work to be done by the Contractor, but the Contractor shall determine the legal means by which the Contractor accomplishes the work specified by the City. The City is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments it owes the Contractor. Neither the Contractor nor its employees shall be entitled to receive any benefits which employees of the City are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for the City. Neither party hereto shall have any right, power, or authority to enter into any agreement for or on behalf of the other party, or to incur any obligation or liability or otherwise bind the other party. This Agreement does not create an association, joint venture, or partnership between the parties nor impose any partnership liability

upon either party. The Contractor represents and warrants to the City that he is engaged in an independent calling and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services specified in this Agreement, and that all such services and work shall be performed by Contractor in a good, workmanlike, and professional manner.

### **3. TERMS OF CONTRACT –**

The term of the contract shall be for the period of **July 1, 2019** and continuing through **June 30, 2020**. This agreement may be extended for a period of one year upon the recommendation of the Director of Parks and Recreation and/or the Sapulpa Parks and Recreation Board.

### **4. CHANGES –**

The City of Sapulpa may make changes within the general scope of the services to be performed by giving notice to Contractor and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of the services, an equitable adjustment in the price, as stated at the end of this agreement, shall be made. No change by the Contractor shall be recognized without written approval of the City.

### **5. ASSIGNMENT –**

Contractor shall not sell, sublet, or assign this agreement or any portion thereof to any person or persons, except upon the written approval of the City.

### **6. CONTRACT CANCELLATION –**

Irrespective of any breach of the provisions set forth herein, the City shall have the right to cancel the contract upon thirty (30) days written notice to the Contractor. The Contractor shall have the right to cancel the contract upon ninety (90) days written notice to the City.

### **7. CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS –**

General Liability – The City shall not be held liable or responsible for any accident, loss, assault, battery, defamations, false arrest, false imprisonment, invasion of privacy, intentional or negligent infliction of emotional distress, injury (including death), or damages happening or occurring during the term of the performance of the work, to persons and/or property, and the Contractor shall fully indemnify and protect the City from and against the same. In addition to the liability imposed by law on the Contractor for damage or injury (including death) to persons or property by reason of negligence of the Contractor or his agents, such liability is not impaired or otherwise affected hereby

and the Contractor hereby assumed liability for and agrees to save the City harmless and indemnify him for every expense, liability or payment by reasons or any damage or injury (including death) to persons or property suffered or any of his subcontractors or anyone directly or indirectly employed by either of them or arising in any way from the work called for in the contract.

Liens – Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes or actions or suits of whatever nature arising out the services, labor and materials furnished by the Contractor or his subcontractors under the scope of this contract and from all laborers’, materials men’s and mechanics’ liens upon the real property upon which the work is located or any property of the City of Sapulpa.

Insurance Requirements - The Contractor, and any sub-contractors, shall carry and keep in force during the term of the contract policies of public liability and insurance including any contractual liability assumed under the contract in the minimum amounts set forth below and worker’s compensation and employer’s liability insurance in the amount required by law. The Contractor shall also furnish an owner’s protective policy in the same amounts with the City of Sapulpa as the named assured by the same insurance company as the insurer of Contractor’s liability coverage.

Personal Injury, each person	\$ 100,000
Personal Injury, each occurrence	\$1,000,000
Property Damage, each person	\$ 25,000
Property Damage, each occurrence	\$ 100,000

The policy shall provide a clause stating that it cannot be cancelled by the insurer without the insurer first giving the City ten (10) days written notice of cancellation. The Contractor shall furnish the City a certificate of insurance showing such coverage within ten (10) days following the award of the contract by the City prior to starting work. The City of Sapulpa shall be listed as an additional insured on all certificates of insurance.

**8. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED –**

During the performance of this contract, the contractor agrees he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**9. OTHER APPLICABLE LAWS –**

Any provisions required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein.

**10. SCOPE OF SERVICES –**

The work performed as a result of this agreement shall be of the highest quality and shall be consistently so throughout the term of the resulting contract. The work shall consist of complete cleaning and janitorial services as described herein.

**11. CONTRACTOR’S EMPLOYEES –**

Contractor shall submit a current list of the names, addresses, dates of birth and social security numbers of all employees who perform work under this contract. Changes in the employment list shall be reported to the City within forty-eight (48) hours prior to working in City facilities. Said list and changes are to be submitted to the City of Sapulpa Park Department’s designated representative. Contractor is not allowed to employ illegal aliens to perform custodial services or any services in City facilities. To determine if an employee is not an illegal alien, the employee must have either a birth certificate, certificate of naturalization, immigration card or a special entry permit.

**12. ENERGY CONSERVATION –**

Energy conservation shall be practiced and lights in unoccupied areas turned off, except where centrally controlled, and windows and doors kept closed.

**13. SAFETY –**

The Contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act (O.S.H.A.) and other federal, state or local regulations which affect custodial and housekeeping operations. Materials Safety Data Sheets must be supplied to the City of all chemicals utilized under this contract upon its award. All chemicals utilized must be properly identified with manufacturer’s labels.

**14. NOTIFICATION OF VANDALISM –**

Contractor is responsible for providing immediate notification to Parks Department “On-Call” Staff at 918-694-7563 whenever Contractor notices any damages, vandalism, graffiti, etc. to any and all of the facilities listed herein as part of this contract agreement.

**15. EQUIPMENT AND SUPPLIES –**

Contractor shall provide all cleaning supplies, tools and equipment necessary to perform duties specified herein, except that the City shall provide paper towels, toilet tissue, soap, toilet and urinal deodorizers and trash can liners.

## **16. TELEPHONE SERVICE –**

The Contractor shall be allowed “emergency and/or job-related” use of “local” City telephone service at no cost to the contractor. Contractor will pay the City for cost of use and or damage caused by Contractor, to the City’s telephone equipment over and above normal use or wear and tear as stated above. Absolutely no toll charges will be allowed by the Contractor and/or Contractor’s employees.

## **17. AREAS TO BE SERVICED**

The following six (6) City of Sapulpa facilities to be serviced are as follows:

1. Heritage Park Restrooms, 23 N. Poplar Street
2. Liberty Park Restrooms, 1400 E. Haskell Street
3. Kelly Lane Park Restrooms, 1151 S. Park Street
4. Hollier Park Restrooms, 900 W. Okmulgee
5. Davis Park Restrooms, 826 S. Maple Street

## **18. NAMED AREAS OF SERVICE, SCOPE OF SERVICES, HOURS OF SERVICE**

### **1. HERITAGE PARK RESTROOMS BUILDING -**

#### **1A. Named Areas of Service for Heritage Park Restrooms**

- a. Two (2) Restrooms – Men’s/Women’s

#### **1B. Scope of Services for Heritage Park Restrooms**

- a. Stock towels, tissue, sanitary napkins and hand soap. (To be furnished by City.)
- b. Empty sanitary napkin receptacles and wipe with a disinfectant.
- c. Empty trash receptacles and wipe if needed.
- d. Clean and sanitize toilets and urinals inside and outside; polish bright work.
- e. Scour and sanitize all basins. Polish bright work.
- f. Wash all partitions all basins; polish bright work.
- g. Remove splash marks from walls around basins.
- h. Sweep, mop and rinse restroom floors with a disinfectant.

#### **1C. Days, Hours of Service for Heritage Park Restrooms**

- a. 7 Days Per Week (Sunday Through Saturday)

**Note:** The Parks Department shall have the right to change the Days and times of Service as it deems necessary for its operations. City shall provide Contractor with One (1) Week Notice prior to any changes in scheduled services.

- b. Service before 11:00pm
- c. Facilities shall be secured and locked after cleaning.

**2. LIBERTY PARK RESTROOMS BUILDING -**

**2A. Named Areas of Service for Liberty Park Restrooms**

- a. Two (2) Restrooms – Men’s/Women’s

**2B. Scope of Services for Liberty Park Restrooms**

- a. Stock towels, tissue, sanitary napkins and hand soap. (To be furnished by City.)
- b. Empty sanitary napkin receptacles and wipe with a disinfectant.
- c. Empty trash receptacles and wipe if needed.
- d. Clean and sanitize toilets and urinals inside and outside; polish bright work.
- e. Scour and sanitize all basins. Polish bright work.
- f. Wash all partitions all basins; polish bright work.
- g. Remove splash marks from walls around basins.
- h. Sweep, mop and rinse restroom floors with a disinfectant.

**2C. Days, Hours of Service for Liberty Park Restrooms**

- a. 7 Days Per Week (Sunday Through Saturday)

**Note:** The Parks Department shall have the right to change the Days of and times of Service as it deems necessary for its operations. City shall provide Contractor with One (1) Week Notice prior to any changes in scheduled services.

- b. Service before 11:00pm
- c. Facilities shall be secured and locked after cleaning.

**3. KELLY LANE PARK RESTROOMS BUILDING -**

**3A. Named Areas of Service for Kelly Lane Park Restrooms**

- a. Two (2) Restrooms – Men’s/Women’s

**3B. Scope of Services for Kelly Lane Park Restrooms**

- a. Stock towels, tissue, sanitary napkins and hand soap. (To be furnished by City.)
- b. Empty sanitary napkin receptacles and wipe with a disinfectant.
- c. Empty trash receptacles and wipe if needed.
- d. Clean and sanitize toilets and urinals inside and outside; polish bright work.
- e. Scour and sanitize all basins. Polish bright work.

- f. Wash all partitions all basins; polish bright work.
- g. Remove splash marks from walls around basins.
- h. Sweep, mop and rinse restroom floors with a disinfectant.

**3C. Days, Hours of Service for Kelly Lane Park Restrooms**

- a. 7 Days Per Week (Sunday Through Saturday)

**Note:** The Parks Department shall have the right to change the Days of and times of Service as it deems necessary for its operations. City shall provide Contractor with One (1) Week Notice prior to any changes in scheduled services.

- b. Service before 11:00pm
- c. Facilities shall be secured and locked after cleaning.

**4. HOLLIER PARK RESTROOMS BUILDING -**

**4A. Named Areas of Service for Hollier Park Restrooms**

- a. Two (2) Restrooms – Men’s/Women’s

**4B. Scope of Services for Hollier Park Restrooms**

- a. Stock towels, tissue, sanitary napkins and hand soap. (To be furnished by City.)
- b. Empty sanitary napkin receptacles and wipe with a disinfectant.
- c. Empty trash receptacles and wipe if needed.
- d. Clean and sanitize toilets and urinals inside and outside; polish bright work.
- e. Scour and sanitize all basins. Polish bright work.
- f. Wash all partitions all basins; polish bright work.
- g. Remove splash marks from walls around basins.
- h. Sweep, mop and rinse restroom floors with a disinfectant.

**4C. Days, Hours of Service for Hollier Park Restrooms**

- a. 7 Days Per Week (Sunday Through Saturday)

**Note:** The Parks Department shall have the right to change the Days of and times of Service as it deems necessary for its operations. City shall provide Contractor with One (1) Week Notice prior to any changes in scheduled services.

- a. Service before 11:00pm
- b. Facilities shall be secured and locked after cleaning.



**5. DAVIS PARK RESTROOMS BUILDING -**

**5A. Named Areas of Service for Davis Park Restrooms**

- a. Two (2) Restrooms – Men’s/Women’s

**5B. Scope of Services for Davis Park Restrooms**

- a. Stock towels, tissue, sanitary napkins and hand soap. (To be furnished by City.)
- b. Empty sanitary napkin receptacles and wipe with a disinfectant.
- c. Empty trash receptacles and wipe if needed.
- d. Clean and sanitize toilets and urinals inside and outside; polish bright work.
- e. Scour and sanitize all basins. Polish bright work.
- f. Wash all partitions all basins; polish bright work.
- g. Remove splash marks from walls around basins.
- h. Sweep, mop and rinse restroom floors with a disinfectant.

**5C. Days, Hours of Service for Davis Park Restrooms**

- a. 7 Days Per Week (Sunday Through Saturday)

**Note:** The Parks Department shall have the right to change the Days of and times of Service as it deems necessary for its operations. City shall provide Contractor with One (1) Week Notice prior to any changes in scheduled services.

- b. Service before 11:00pm
- c. Facilities shall be secured and locked after cleaning.

**19. SERVICE FEES – Total: \$9,000.00**

City agrees to pay to Contractor a Total of **\$750 Per Month**; Per the following rates for janitorial services for the following areas of service:

<b>Restroom Facilities (5) -</b>	<b>\$150.00 Per Month Per Facility</b>
Seven (7) day per week service	<b>or \$750.00 Per Month Total</b>

**PASSED BY THE SAPULPA CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA this \_\_\_\_ day of \_\_\_\_\_, 2019.**

**CITY OF SAPULPA:**

\_\_\_\_\_  
Reg Green, Mayor

\_\_\_\_\_  
Date

**PARKS & RECREATION DEPARTMENT:**

\_\_\_\_\_  
Jody Baker, Director of Parks & Recreation

\_\_\_\_\_  
Date

**CONTRACTOR:**            **Kelvin Hickman, Owner**  
                                  **Titan Commercial Services, LLC**  
                                  **1340 W. Ross Avenue**  
                                  **Sapulpa, OK 74066**  
                                  **918-576-9794**

\_\_\_\_\_  
Kelvin Hickman, Owner

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David Widdoes, City Attorney

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Shirley Burzio, City Clerk

\_\_\_\_\_  
Date

**Subscribed and Sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2019.**

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_.  
[Commission #: \_\_\_\_\_]



**AGENDA ITEM**

**Consent Agenda 7.E.**

**City Council Regular**

**Meeting Date:** July 15, 2019

**Submitted By:** Jody Baker, Parks and Recreation Director

**Department:** Parks & Recreation

**Presented By:** Jody Baker

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**SUBJECT:**

Consider renewing the Agreement with Ms. Brean Crosby-Fowler for webmaster services associated with the Sapulpa Parks' [sapulpaparks.org](http://sapulpaparks.org) website in the amount of \$2,425.00 per year for an additional one-year term.

**BACKGROUND:**

This is the fifth year that Ms. Fowler will be providing webmaster services for the Parks Department. The contract agreement for webmaster services includes; all site-wide revisions as needed and social media posting as need. Last year, we worked with her to update and redesign our website to be more appealing and easier to use.

**RECOMMENDATION:**

Staff recommends that Council approves the agreement.

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**Fiscal Impact**

**Amount:** \$2,495.00

**To be paid from:** Park & Recreation Fund

**Account number:** 35-535-141

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**Attachments**

Agreement

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**AGREEMENT FOR WEBMASTER SERVICES  
SAPULPA PARKS  
FY 2019-2020**

This agreement by and between the City of Sapulpa, a municipal corporation, hereinafter referred to as "City", and **Brean Crosby-Fowler**, hereinafter referred to as "Contractor", and for and in consideration of the covenants stated herein, do agree as follows, to-wit:

**1. INTENT –**

It is the intent of this contract to set forth the terms, conditions and the requirements for providing the necessary **Webmaster Services** as outlined herein for the Parks Department's [www.sapulpaparks.org](http://www.sapulpaparks.org) website.

It is further intended that the services covered by this contract shall be furnished by Contractor subject to all the terms and conditions set forth in this contract. No other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing.

**2. NATURE OF RELATIONSHIP –**

The parties expressly intend and agree that this Agreement establishes an independent contractor relationship between them and that no employer/employee or master/servant relationship shall be created between the parties. The Contractor is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of the City. The City shall determine the work to be done by the Contractor, but the Contractor shall determine the legal means by which the Contractor accomplishes the work specified by the City. The City is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments it owes the Contractor. Neither the Contractor nor its employees shall be entitled to receive any benefits which employees of the City are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for the City. Neither party hereto shall have any right, power, or authority to enter into any agreement for or on behalf of the other party, or to incur any obligation or liability or otherwise bind the other party. This Agreement does not create an association, joint venture, or partnership between the parties nor impose any partnership liability upon either party. The Contractor represents and warrants to the City that he is engaged in an independent calling and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services specified in this Agreement, and that all such services and work shall be performed by Contractor in a good, workmanlike, and professional manner.

**3. TERMS OF CONTRACT –**

The term of the contract shall be for the period of **July 1, 2019** and continuing through **June 30, 2020**. This agreement may be extended for a period of one year upon the recommendation of the Director of Parks and Recreation and/or the Sapulpa Parks and Recreation Board.

#### **4. CHANGES –**

The City of Sapulpa may make changes within the general scope of the services to be performed by giving notice to Contractor and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of the services, an equitable adjustment in the price, as stated at the end of this agreement, shall be made. No change by the Contractor shall be recognized without written approval of the City.

#### **5. ASSIGNMENT –**

Contractor shall not sell, sublet, or assign this agreement or any portion thereof to any person or persons, except upon the written approval of the City.

#### **6. CONTRACT CANCELLATION –**

Irrespective of any breach of the provisions set forth herein, the City shall have the right to cancel the contract upon thirty (30) days written notice to the Contractor. The Contractor shall have the right to cancel the contract upon ninety (90) days written notice to the City.

#### **7. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED –**

During the performance of this contract, the contractor agrees he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

#### **8. OTHER APPLICABLE LAWS –**

Any provisions required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein.

#### **9. SCOPE OF SERVICES –**

The work performed as a result of this agreement shall be of the highest quality and shall be consistently so throughout the term of the resulting contract.

Provide updates to [www.sapulpaparks.org](http://www.sapulpaparks.org) website. Includes site-wide revisions; all text, opening slide show graphics, “what’s new” teasers, “contact us” section, all city facilities, programs and events, hours of operations, schedules, pricing, and new photographs.

The Sapulpa Parks Facebook page updates are also included in the scope of services on an as needed basis.

#### **10. SERVICE FEES – City agrees to pay to Contractor a Total of \$2,425.00 Per Year**

**PASSED BY THE SAPULPA CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA this \_\_\_\_ day of \_\_\_\_\_, 2019.**

**CITY OF SAPULPA:**

\_\_\_\_\_  
Reg Green, Mayor \_\_\_\_\_  
Date

**PARKS & RECREATION DEPARTMENT:**

\_\_\_\_\_  
Jody Baker, Director of Parks & Recreation \_\_\_\_\_  
Date

**CONTRACTOR:** Brean Crosby-Fowler  
**Address:** 8113 Webb Drive, Tulsa, OK 74131  
**Telephone:** 918-284-6926  
**E-Mail:** [MstangSali@aol.com](mailto:MstangSali@aol.com)

\_\_\_\_\_  
Brean Crosby-Fowler, Owner \_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David Widdoes, City Attorney \_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Shirley Burzio, City Clerk \_\_\_\_\_  
Date

**Subscribed and Sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2019.**

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_.  
[Commission #: \_\_\_\_\_]



**AGENDA ITEM**

**Consent Agenda 7.F.**

**City Council Regular**

**Meeting Date:** July 15, 2019

**Submitted For:** Steve Hardt, Economic Development Director

**Submitted By:** Mikaila Stepp, Administrative Assistant

**Department:** Public Works

**Presented By:** Steve Hardt

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**SUBJECT:**

Consider renewing the Agreement with S2 Engineering, PLLC for engineering services relative to the City's Industrial Pretreatment Program in the amount of \$60,000.00.

**BACKGROUND:**

The Agreement contracts S2 Engineering to perform engineering services and provide necessary technical and program assistance to manage the overall Industrial Pretreatment Program for the City of Sapulpa from July 1, 2019 through June 30, 2020. The cost associated with the authorized services is in the amount of \$60,000.00 and is unchanged from the past year.

**RECOMMENDATION:**

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

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**Fiscal Impact**

**Amount:** \$60,000.00

**To be paid from:** Industrial Pretreatment Fund

**Account number:** 20-528-141

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**Attachments**

Letter Srini Sundaramoorthy

Agreement- S2 Engineering

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## AGREEMENT FOR ENGINEERING SERVICES

### SAPULPA INDUSTRIAL PRETREATMENT PROGRAM MANAGEMENT JULY 1, 2019 TO JUNE 30, 2020

**THIS AGREEMENT**, including Attachments between Sapulpa Municipal Authority, City of Sapulpa (Owner) and S2 Engineering PLLC (Engineer);

#### WITNESSETH:

**WHEREAS**, Owner intends to manage Sapulpa's Industrial Pretreatment Program (the Project) in accordance with State and federal requirements; and,

**WHEREAS**, Owner requires certain engineering services (the Services) in connection with the Project; and,

**WHEREAS**, Engineer is prepared to provide the Services;

**NOW THEREFORE**, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

#### **ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be the 1<sup>st</sup> day of July 2019.

#### **ARTICLE 2 - GOVERNING LAW**

This Agreement shall be governed by the laws of the state of Oklahoma.

#### **ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER**

Engineer shall perform the Services described in Attachment A, Scope of Services.

#### **ARTICLE 4 - COMPENSATION**

Owner shall pay Engineer in accordance with Attachment B, Compensation.

#### **ARTICLE 5 - OWNER'S RESPONSIBILITIES**

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities and Special Conditions.

#### **ARTICLE 6 - STANDARD OF CARE**

Engineer shall perform the Services undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable laws and regulations published and in effect at the time of performance of the Services. Other than the obligation of the Engineer to perform in accordance with the foregoing standard, no warranty, either express or implied, shall apply to the Services to be performed by the Engineer pursuant to this Agreement or the suitability of Engineer's work product.



## **ARTICLE 7 - LIABILITY AND INDEMNIFICATION**

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services; and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article.

7.2 Indemnification. Engineer and Owner each agrees to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused solely by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Owner, they shall be borne by each party in proportion to its own negligence.

7.3 Consequential Damages. Engineer shall not be liable to Owner for any special, indirect, or consequential damages resulting in any way from the performance of the Services such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

7.4 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

7.5 Limitations of Liability. To the fullest extent permitted by law, Engineer's total liability to the Owner for all claims, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed the limits of the Engineer's insurance coverage.

## **ARTICLE 8 - INSURANCE**

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$250,000 for each accident.
- (3) Workers' Compensation Insurance and Employer's liability Insurance in accordance with statutory requirements.
- (4) Professional Liability Insurance, with a limit of \$500,000 annual aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner.

## **ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY**

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

#### **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS**

Provided that the Engineer has acted in good faith, Engineer shall not be liable to Owner for breach of contract or for negligent error or omission in failing to detect, prevent, or report the failure of any contractor, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to the Owner, failure to finish or construct the Project in accordance with the plans and specifications, or failure to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards.

#### **ARTICLE 11 - OPINIONS OF COST AND SCHEDULE**

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will conform to Engineer's cost estimates or that actual schedules will conform to Engineer's projected schedules. Engineer shall complete the services within the time frame outlined on Attachment D, Schedule, subject to conditions which are beyond the control of the Engineer.

#### **ARTICLE 12 - REUSE OF DOCUMENTS**

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

#### **ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

#### **ARTICLE 14 - TERMINATION**

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Engineer's compensation.

#### **ARTICLE 15 - DELAY IN PERFORMANCE**

Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods, earthquakes, fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

#### **ARTICLE 16 - COMMUNICATIONS**

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer:	S2 Engineering PLLC P.O. Box 2347, Broken Arrow, OK 74013 Attention: Sрни Sundaramoorthy, P.E. Principal Engineer
Owner:	City of Sapulpa 425 E. Dewey, Sapulpa, OK 74067 Attention: Joan Riley, City Manager

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

#### **ARTICLE 17 - WAIVER**



A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

#### **ARTICLE 18 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

#### **ARTICLE 19 - INTEGRATION**

This Agreement represents the entire and integrated Agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

#### **ARTICLE 20 - SUCCESSORS AND ASSIGNS**

To the extent permitted by Article 21, Owner and Engineer each binds itself and its successors and assigns to the other party to this Agreement.

#### **ARTICLE 21 - ASSIGNMENT**

Neither Owner nor Engineer shall assign its duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

#### **ARTICLE 22 - THIRD PARTY RIGHTS**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

**IN WITNESS WHEREOF**, Owner and Engineer have executed this Agreement.

Owner: Sapulpa Municipal Authority, City of Sapulpa

Engineer: S2 Engineering PLLC

By: *Law Riley*

By: *Srinivasa Sundaramoorthy*  
Srinivasan Sundaramoorthy, P.E.  
(Srin Sundaramoorthy)

Title: *Trust Manager*

Title: Principal

Date: *7-2-19*

Date: June 24, 2019

Approved:

City Attorney:

\_\_\_\_\_

Attest:

\_\_\_\_\_

City Clerk

**ATTACHMENT A  
TO  
AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN  
SAPULPA MUNICIPAL AUTHORITY, CITY OF SAPULPA, OWNER  
AND  
S2 ENGINEERING PLLC, ENGINEER  
FOR**

**SAPULPA INDUSTRIAL PRETREATMENT PROGRAM MANAGEMENT  
JULY 1, 2019 TO JUNE 30, 2020**

**SCOPE OF SERVICES**

The following scope of services shall be made a part of the Agreement dated July 2, 2019.

**I. PROJECT UNDERSTANDING**

The City of Sapulpa, as required in the OPDES Permit No. OK0043947, operates an industrial pretreatment program in accordance with the General Pretreatment Regulations (40CFR403). Sapulpa's pretreatment program was originally approved by EPA in 1984 with a major modification to the Program approved by DEQ in August 2007. The scope of this project involves providing necessary technical and professional assistance to assist the Owner to manage the program, so it will be in compliance with the local pretreatment program requirements. Engineer's service will extend from July 1, 2019, to June 30, 2020.

Owner and Engineer acknowledge the fact that at times DEQ and EPA may make subjective judgments which are disputable and/or DEQ and EPA may act while lacking certain key information. Engineer's responsibility at such instances will be limited to providing additional information, clarifications, and justification to mutually resolve such issues with the regulatory agencies.

Specific tasks associated with this project are described below

**II. SCOPE OF SERVICES**

**A. PRETREATMENT PORGRAM MANAGEMENT**

- 1. Program Coordination.** This task pertains to necessary technical assistance and coordination at the request and on behalf of the Owner in responding to potential industry enquiries regarding the pretreatment program.

**2. General Pretreatment Program Management.** This task involves providing necessary technical and program assistance to manage the overall Industrial Pretreatment Program in coordination with the Owner. The following tasks are included:

- a. The Engineer will act as the general liaison of the Owner and coordinate with industrial users and the regulatory agencies as needed. Engineer shall also assist the Owner in responding to regulatory inquiries regarding the pretreatment program and attend meetings with DEQ as requested.
- b. Data/Record. This task includes compilation of existing reports/records pertaining to the pretreatment program and maintaining record and data applicable to the pretreatment program. The pretreatment regulations require that a minimum of three years of records be maintained. Available data and records from the Owner will be gathered, compiled, and maintained in a format suitable for review by approving agency.
- c. New Industries. Engineer shall assist the Owner in responding to inquiries from potential industrial clients regarding the City's pretreatment program requirements and perform preliminary analyses as needed. Engineer shall coordinate and assist in the issuance of permits for new industries as applicable.
- d. Annual Influent/Effluent Testing. Engineer shall coordinate and review reports of annual testing required by the pretreatment program. Services for sampling and testing are not included in the scope. Owner will pay the cost of all sampling and testing directly to the laboratory.
- e. General Program Liaison and Coordination. Engineer shall act as the general liaison and coordinate with regulatory agencies on all pretreatment program requirements. Engineer shall also assist and advise the Owner on annual pretreatment budget requirements.

**3. Industrial User Inspection.** The pretreatment program requires that the Owner inspect and sample the effluent from each significant industrial user (SIU) at least once a year. This task involves scheduling, coordinating, and conducting the annual inspection of all SIUs as required by the program and all other industries as needed, and preparing the necessary report of findings in accordance with the pretreatment program. The actual sampling and testing of the effluent will be by Owner's personnel and/or through an independent testing



laboratory paid separately by the Owner. If the annual inspections require follow-up inspections, the Engineer shall coordinate and perform such inspections as well.

- 4. Review Self-Monitoring Reports.** The pretreatment program requires each permitted SIU to self-monitor and report certain activities. This task involves review of the self-monitoring reports and advising and assisting the Owner of necessary follow-up actions to be taken.
- 5. Industrial Waste Survey.** The pretreatment program requires that an industrial waste survey be conducted periodically to assure that reasonably current information is on file for all industrial users. The task includes the industrial waste survey to be conducted as follows:
  - a. Based on the City's billing records and other available information, all potential industrial users within the wastewater system will be identified. If needed, an industrial waste questionnaire will be sent to certain industries for response within a specific time period.
  - b. Perform follow-up enquiry to make sure all responses are completed on time.
  - c. Review the responses and determine if any industry should be added to the SIU list.
  - d. For those identified as a SIU, issue permits or other control mechanisms, review baseline monitoring report, and other reporting.
- 6. Spill Prevention/Slug Loading Plan.** The pretreatment program requires that the Owner evaluate whether each significant industrial user needs a plan to control slug discharges. This task involves the coordination of this effort. This evaluation will be done as part of and in conjunction with the annual inspection described above.
- 7. Enforcement.** The Engineer shall coordinate and assist the Owner in the enforcement of and obtaining remedies from any industrial user who is noncompliant with the pretreatment program. Such efforts will include identification of noncompliance based on annual inspections and the review of self-monitoring reports, preparation of appropriate enforcement actions such as notice of violations and consent orders for the Owner's use and providing follow-up assistance. Owner will provide legal services as needed in the enforcement.



**8. Annual Report.** Annually, as stipulated in the OPDES permit, the Engineer shall prepare an updated pretreatment program status report for submission to the DEQ. The report shall include:

- a. Updated list of all significant industrial users.
- b. Standard Industrial Classification (SIC) code and categorical determination.
- c. Control document status for each user.
- d. A summary of all monitoring activities performed within the previous 12 months including the total number of inspections and sampling visits performed.
- e. Status of compliance with both effluent limitations and reporting requirements.
- f. A list of all significant industrial users whose authorization to discharge was terminated or revoked during the past 12-month period and the reason for termination.
- g. A report on any interference, pass-through, upset, or POTW permit violations known or suspected to be caused by industrial contributors and action taken in response.
- h. A copy of the newspaper publication (if applicable) of the significantly noncompliant industrial user(s).
- i. The monthly average water-quality-based effluent concentration necessary to meet the state water quality standards as developed in the approved technically based local limits.

**9. Annual List.** If applicable, the Engineer shall assist the Owner in the annual preparation of a list of industrial users who were significantly noncompliant in the preceding 12 months. This list is to be published at the Owner's cost in the largest circulated local daily newspaper.

**10. Technically Based Local Limits (TBLL).** Current program TBLL was approved by the DEQ in 2007. An updated TBLL as required by DEQ was completed in 2011. Engineer shall utilize and implement the TBLL in all new permits.

**11. Renewal of Industrial Wastewater Discharge Permit.** The Engineer shall assist the Owner in the renewal of industrial wastewater discharge permits to each existing SIU. Such tasks shall include providing

necessary renewal applications to the SIUs, reviewing the application, and recommending approval.

**12. Pretreatment Program Office.** It is understood that the Owner will make available the pretreatment program office at the Regional Wastewater Treatment plant or at a suitable location for Engineer's use.

**ATTACHMENT B  
TO  
AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN  
SAPULPA MUNICIPAL AUTHORITY, CITY OF SAPULPA, OWNER  
AND  
S2 ENGINEERING PLLC, ENGINEER  
FOR**

**SAPULPA INDUSTRIAL PRETREATMENT PROGRAM MANAGEMENT  
JULY 1, 2019 TO JUNE 30, 2020**

**COMPENSATION**

The following compensation provisions shall be made a part of the Agreement dated the July 2, 2019.

**I. PAYMENTS FOR SERVICES AND EXPENSES OF THE ENGINEER**

Basic Engineering Services. For authorized services performed by the Engineer under Article 3, Owner will pay the Engineer lump sum amount of \$60,000.

Additional Engineering Services. For authorized services performed by the Engineer which are outside the Scope of Services outlined in Attachment A of this Agreement, the Owner will pay the Engineer at a mutually agreed rate.

**II. TIMES OF PAYMENT**

Invoices are due and payable within 30 days of date of invoice. Invoices past due are subject to interest at the rate of 1% per month.

- A. Basic Engineering Services. For the basic engineering services performed under Article 3, payment shall be 12 equal monthly payments during the duration of the contract.
- B. Additional Engineering Services. For additional engineering services, monthly payments by the Owner shall be based on detailed invoices from Engineer for work completed.

**ATTACHMENT C  
TO  
AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN  
SAPULPA MUNICIPAL AUTHORITY, CITY OF SAPULPA, OWNER  
AND  
S2 ENGINEERING PLLC, ENGINEER  
FOR**

**SAPULPA INDUSTRIAL PRETREATMENT PROGRAM MANAGEMENT  
JULY 1, 2019 TO JUNE 30, 2020**

**OWNER'S RESPONSIBILITIES**

The following Owner responsibility provisions shall be made a part of the Agreement dated the July 2, 2019.

**I. OWNER RESPONSIBILITIES**

1. Owner shall provide attorney's service for all legal reviews and assistance in implementing the pretreatment program. Such assistance shall include but not limited to enforcement activities on the industries, responding to DEQ notice of violations, consent decrees, orders, or other requests.
2. Owner shall be responsible for all DEQ permit fees, cost of all sampling and testing of plant influent/effluent/sludge, industrial users, and any other required testing mandated by the program or DEQ.
3. Owner shall make all provisions for the Engineer to enter upon public or private property as required for the Engineer to perform his Services under this Agreement.
4. Owner shall assist the Engineer in obtaining data/records pertaining to the industrial pretreatment program.
5. Owner shall provide an office for Engineer's use in implementing and managing the program.
6. Engineer acts as the agent of the Owner in implementing the pretreatment program requirements, and the Owner shall provide all necessary support to assist the Engineer in this regard.

**ATTACHMENT D  
TO  
AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN  
SAPULPA MUNICIPAL AUTHORITY, CITY OF SAPULPA, OWNER  
AND  
S2 ENGINEERING PLLC, ENGINEER  
FOR**

**SAPULPA INDUSTRIAL PRETREATMENT PROGRAM MANAGEMENT  
JULY 1, 2019 TO JUNE 30, 2020**

**SCHEDULE**

The following schedule shall be made a part of the Agreement dated the July 2, 2019.

Engineer shall render service in a timely manner necessary to implement and manage the pretreatment program as required in the OPDES Permit and the local pretreatment program document.

This agreement covers Engineer's services for outlined scope starting July 1, 2019 through June 30, 2020. This agreement may be amended mutually to extend the initial period.



## AGENDA ITEM

### Community Development 9.A.

#### City Council Regular

**Meeting Date:** July 15, 2019

**Submitted By:** Nikki Howard, Urban Development Director

**Department:** Planning & Development

**Presented By:** Nikki Howard

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#### SUBJECT:

Discussion and possible action regarding the application by Amy DeRosby, for a Specific Use Permit, SUP-038 (A), to allow Commercial Medicinal Marijuana Dispensary and SUP-038 (B), to allow Marijuana Processing located at 7 South Main Street, Sapulpa, Oklahoma.

#### BACKGROUND:

The processing portion of the application will be a commercial kitchen used to bake edible marijuana products. The applicant is planning to use a “decarboxylated” product in her baking. According to research by staff, this will virtually eliminate the odor of marijuana processing at the location, as well as mask the odor from the dispensary. Proper ventilation and filtration will need to be inspected and approved by the Fire Marshal and the City Inspector to ensure that there are no adverse affects or odor from the permitted premises.

The subject property is South of the Southeast corner of East Dewey Avenue and South Main Street. The proposed dispensary fronts South Main Street. This location triggers the “Corridor Design Criteria”. The building meets the criteria. The structure is also has a Historic Preservation overlay designation. The applicant would like to preserve as much of the historic aspects of the property as possible. Any changes to the exterior of the building, including but not limited to façade, doors, windows, and signs will need to first be issued a “Certificate of Appropriateness” from the Historic Preservation Committee, the applicant is aware of this requirement.

#### RECOMMENDATION:

The Sapulpa Metropolitan Area Planning Commission met on June 25, 2019, and voted 4-3 to recommend denial. The applicant would like to appeal that decision.

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**Attachments**

SMAPC staff report

appeal letter

case maps and photos

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**SAPULPA METROPOLITAN PLANNING COMMISSION (SMAPC)**  
**June 25, 2019**  
**STAFF REPORT**

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**FILE:** SUP-038 (A) and (B) | Specific Use Permit  
**APPLICANT:** Amy DeRosby  
**ADDRESS:** 7 South Main Street  
**PARCEL:** 1000-00-047-000-0-110-0  
**STR:** Section 35, Township 18 North, Range 11 East  
**LEGAL:** Lots Seven (7) through Eleven (11), Block Forty-seven (47), Original Town now City of Sapulpa, Creek County, Oklahoma, according to the recorded plat thereof.  
**LOT SIZE:** 17,500 square feet more or less  
**ZONING:** CBD – Commercial Business District  
**EXISTING USE:** Vacant tenant space/IT Contractor  
**OWNER:** Gary Wayne Harris  
**CC WARD:** Ward #1 Mr. Wes Galloway and Mr. John Suggs  
**PREPARED BY:** Nikki Howard – Urban Development Director

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**REQUEST:**  
The applicant requests a Specific Use Permit to allow a Retail Medicinal Marijuana Dispensary (A) and Marijuana Processing (B) in the CBD (Central Business District).

**APPLICABLE STATE AND MUNICIPAL CODE SECTIONS:**  
As provided in O.S. § 11-43-113, the utilization of the SUP process is designed to address uses which are specialized in nature. The Specific Use list are so clarified because of the size of the land they require or the specialized nature of the use, or they may more intensely dominate the area in which they are located, or their effects on the general public are broader in scope than other types of uses permitted in the district.



**BACKGROUND:**

A medical marijuana dispensary license allows a business to legally sell medical marijuana and medical marijuana products. Licensed dispensaries can only sell to patient license holders, caregiver license holders, research license holders, and the parent or legal guardian named on a minor patient’s license. Dispensaries engaging in unlawful sales may be fined, or their licenses may be revoked. Licensed dispensaries must comply with Title 63 O.S. § 420A *et seq.* and the Oklahoma Administrative Code (OAC) 310:681.

The processing portion of the application will be a commercial kitchen used to bake edible marijuana products. The applicant is planning to use a “decarboxylated” product in her baking. According to research by staff, this will virtually eliminate the odor of marijuana processing at the location, as well as mask the odor from the dispensary. Proper ventilation and filtration will need to be inspected and approved by the Fire Marshal and the City Inspector to ensure that there are no adverse affects or odor from the permitted premises.

The subject property is South of the Southeast corner of East Dewey Avenue and South Main Street. The proposed dispensary fronts South Main Street. This location triggers the “Corridor Design Criteria”. The building meets the criteria. The structure is also has a Historic Preservation overlay designation. The applicant would like to preserve as much of the historic aspects of the property as possible. Any changes to the exterior of the building, including but not limited to façade, doors, windows, and signs will need to first be issued a “Certificate of Appropriateness” from the Historic Preservation Committee., the applicant is aware of this requirement.

**SURROUNDING LAND USE AND ZONING:**

- North: CBD – Law office
- East: CBD - Alley
- South: CBD – IT office, parking lot
- West: CBD/CG – American Heritage Bank

(Attached to this Staff Report, is a Zoning Map of the subject property)

Comprehensive Plan: The subject property is designated Central Business District on the Future Land Use Map (FLUM).

Flood Zone: The subject property is not within a flood zone.

**PUBLIC COMMENTS:** As of writing this report, staff has not received any public comment.

## FINDINGS OF FACT AND CONCLUSIONS OF LAW

Now on this 25<sup>th</sup> day of June, 2019, the Sapulpa Metropolitan Area Planning Commission, having considered the above Specific Use Permit request, finds and concludes as follows:

1. PROBABLE EFFECT OF THE PROPERTY ON THE ADJACENT PROPERTY:  
Planning Commission finds the proposed use (minimal/substantial) effect on the adjacent property.  
**Staff recommends** that the proposed use will have minimal effect to the adjacent property.
2. COMMUNITY WELFARE AS AFFECTED BY THE PROJECT:  
The Planning Commission finds that the proposed use (will/will not) adversely affect the community welfare.  
**Staff recommends** the proposed use will adversely affect community welfare.
3. IMPACT OF THE DEVELOPMENT ON PUBLIC FACILITIES, INCLUDING BUT NOT LIMITED TO PARKS, ROADS AND UTILITIES:  
The Planning Commission finds that the proposed use (will/will not) have an adverse effect on public facilities.  
**Staff recommends** the proposed use will not have an adverse effect on public facilities due to the traffic control measures already in place, there are no parks in the vicinity, there will be no replacement or additional utilities.
4. SAFEGUARDS TO DIMINISH THE EFFECT ON THE ADJACENT PROPERTY, COMMUNITY WELFARE, OR PUBLIC FACILITIES/SERVICES:
  - a. Each Commercial Medical Marijuana Facility shall be operated from the permitted premises on the permitted property. No Commercial medical Marijuana Facility shall be permitted to operate from a moveable, mobile or transitory location, except for a permitted and licensed secure transporter when engaged in the lawful transport of Marijuana.
  - b. Commercial operators will need to submit their security plan and shall include the following:
    - Security surveillance cameras installed to monitor all entrances, along with the interior and exterior of the permitted premises;
    - Alarm systems which are professionally monitored and operated 24 hours a day, seven days a week;
    - A locking safe permanently affixed to the permitted premises that shall store all marijuana and cash remaining in the facility overnight;
    - All marijuana in whatever form stored at the permitted premises shall be kept in a secure manner and shall not be visible from outside the permitted premises, nor shall it be grown, processed, exchanged, displayed or dispensed outside of the permitted premises;
    - All security recordings shall be preserved for at least seven (7) days by the permit holder and made available to any law enforcement officer upon request for inspection

- c. Operating hours shall be between 8:00 am and 8:00 pm.
  - d. Signs: No pictures, photographs, drawings or other depictions of marijuana or marijuana paraphernalia shall appear on the outside of any permitted premises nor be visible outside of the permitted premises on the permitted property. The words “marijuana”, “cannabis” and any other words used or intended to convey the presence or availability of marijuana shall not appear on the outside of the permitted premises nor be visible outside of the permitted premises on the permitted property.
  - e. All activities of Commercial Medical Marijuana facilities, including without limitation, distribution, growth, cultivation, or the sale of marijuana, and all other related activity under the permit holder’s license or permit must occur indoors. The facility’s operation and design shall minimize any impact to adjacent uses, including the control of any odor by maintaining and operating an air filtration system so that no odor is detectable outside of the permitted premises.
  - f. All necessary building, electrical, plumbing, and mechanical permits and inspections must be obtained for any part of the permitted premises.
  - g. The permit holder, owner and operator of the facility shall use lawful methods in controlling waste or by-products from any activities allowed under the license or permit.
5. All procedural requirements of 11 O.S. 43-113 have been met and SUP-038 (A & B) are hereby approved for the reasons set forth above, and these findings and conclusions have been recommended for approval in an open meeting dated this 25<sup>th</sup> day of June, 2019.

**STAFF RECOMMENDATION:**

**Recommended motion for SMAPC:**

Staff is recommending **APPROVAL** of the application as set forth in the above “Findings of Fact and Conclusion of Law.

(Separate vote on 1-5)

**ATTACHMENTS:**

- 1. Vicinity & Zoning Maps
- 2. Site photos
- 3. Site plan

Ladies and Gentlemen of Sapulpa City Council:

I am writing in appeal to the recommendation to deny my requests for a Specific Use Permit for Medical Marijuana Dispensary/Processing business.

Though I am unsure of the basis for the original denial I am grateful for this opportunity to show you how my business will be of benefit to Main Street Sapulpa as well as the entire area community.

Main Street Sapulpa has recently begun to regain some of its downtown Main Street feel. I would love to be a part of that. I have the opportunity to open a thriving retail business in the location of the historic Yale Theater. My business plan allows the history and beauty of this location to be celebrated. My plan is to remove the many layers of remodels from the past and expose its original beauty. I will also be designing the dispensary as a mix of antique apothecary shop and vintage movie theatre lobby for a taste of nostalgia.

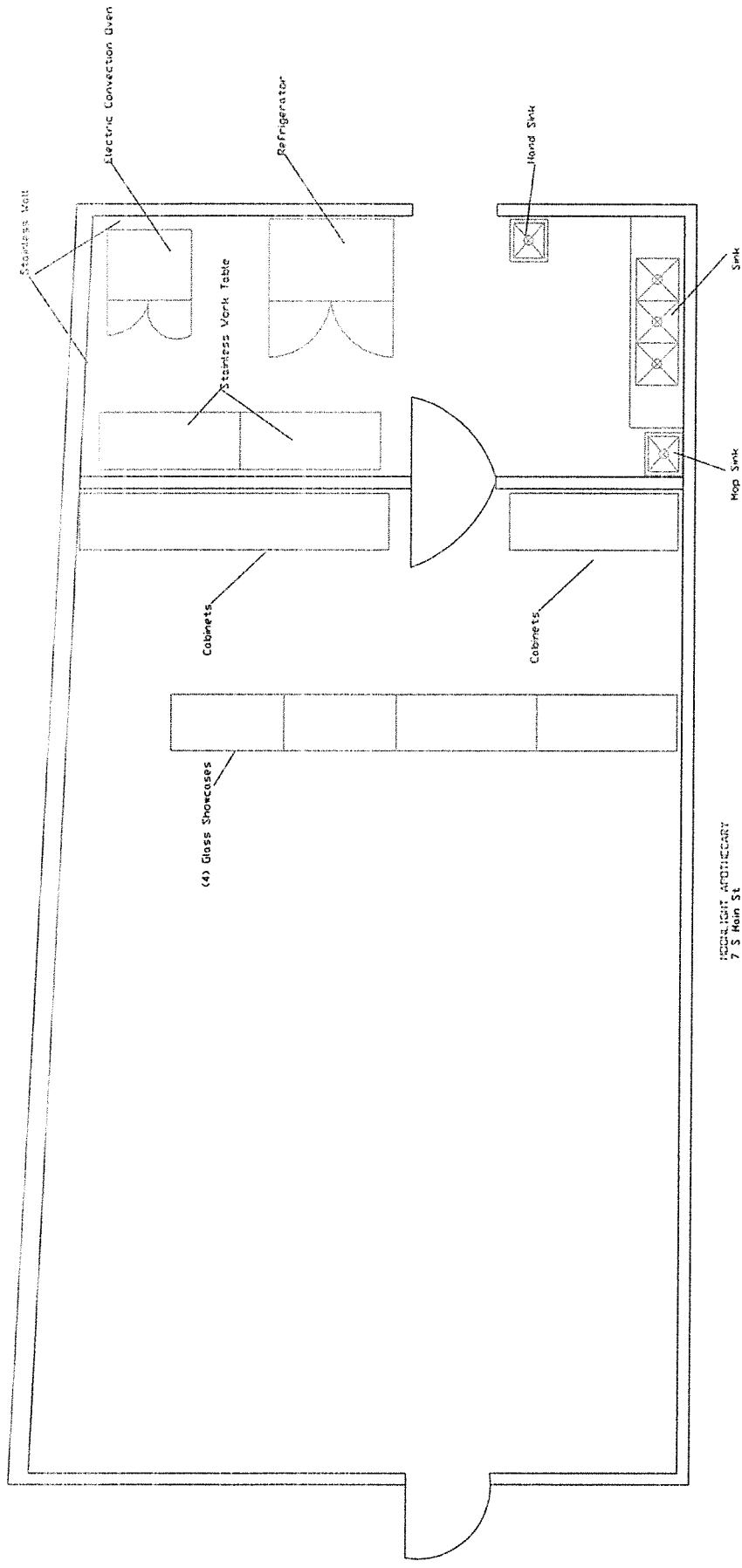
I will be baking edible baked goods behind the dispensary in the same building to be sold on site. I will be using only already processed THC products. There will be no use of chemicals or heat to process the THC. By using this process, I will be helping local THC consumers receive a safe product rather than relying on unregulated corporate owned dispensers. Using the process chosen will completely nullify the odors normally associated with "processing" as well as mask any odors from the dispensary.

I have a large background in pharmacy. For the last six years I managed a pharmacy servicing patients in 48 states, prior to that I worked as a pharmacy technician in retail pharmacy. During my time in the pharmacy world I have had the misfortune of seeing the affects of addictive pharmaceuticals on patient's quality of life which has now gotten national attention via the "opioid crisis". The pharmacy that I managed specialized in alternates to these drugs, such as topical and compounded remedies that worked better and had much less negative impact on patients. Also, during this time my father was battling leukemia and quickly losing his quality of life. I began doing serious research on medicinal marijuana and its many benefits.

Medical Marijuana has significant healing properties and most of all, if used correctly, the proper strains and dosages can help a patient regain their quality of life. My goal with my pharmacy background, knowledge and passion is to educate and help as many patients as possible, find the best way to get the result they are seeking while maintaining the best possible quality of life, and to be a financial asset as a thriving local business.

Thank you for your time,

Amy DeRosby



HIGHLIGHT APPOINTMENT  
 7 S Main St  
 Sapulpa, OK 74166  
 Owner: Amy Derosby

Kitchen area is approximately 9' x 21'.  
 All walls are white, cleanable FRP board.  
 Walls near the Electric Convection Oven are cleanable stainless.  
 Floor in Ceiling Grid is cleanable white ceiling tiles.  
 Floor in Kitchen is epoxy concrete.  
 See Layout Lighting  
 (2) 5ft work-tables  
 (1) Blodgett Electric Convection Oven  
 (1) Mop Sink  
 (1) Hand Sink



# SUP-038

Gary Wayne Harris  
7 S Main St  
Sapulpa, OK 74066

### CITY OF SAPULPA MAP PRODUCTS

These map products and all underlying data were developed for use by the City of Sapulpa for its internal purposes only, and were not designed or intended for general use by members of the public. The City makes no representation or warranty as to its accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying lot size of property boundaries, or placement or location of any map features thereon.

THE CITY OF SAPULPA MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESSED OR IMPLIED, WITH RESPECT TO THESE MAP PRODUCTS OR THE UNDERLYING DATA.

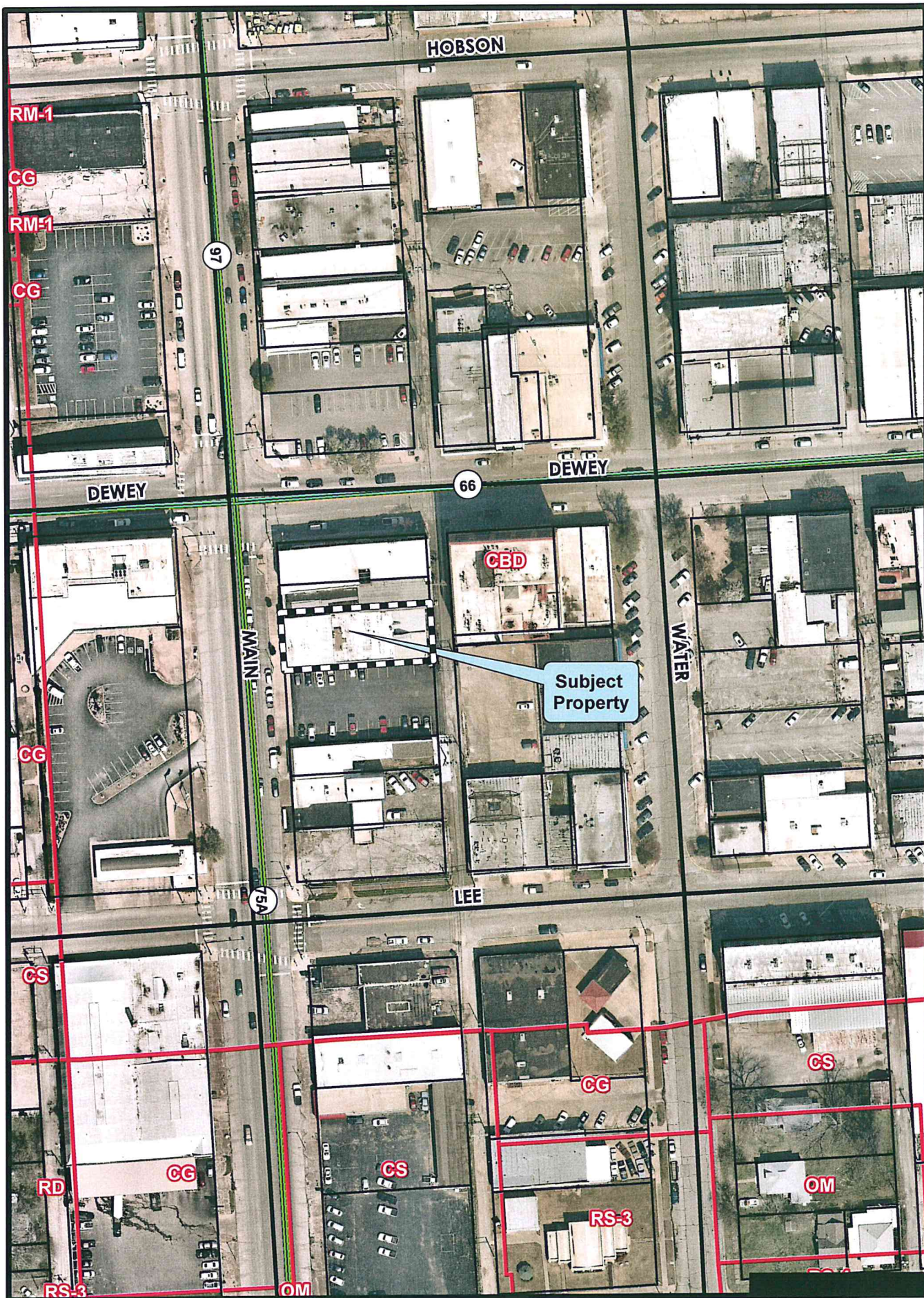
Any users of these map products, map applications, or data, accepts same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold the City harmless from and against all damage, loss, or liability arising from any use of this map product, in consideration of the City's having made this information available.

Independent verification of all data contained herein should be obtained by any user of these map products, or the underlying data. The City disclaims, and shall not be held liable for, any and all damage, loss, or liability, whether direct, indirect, or consequential, which arises or may arise from these map products or the use thereof by any person or entity.

### Legend

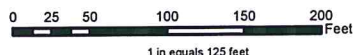
-  Zoning
-  Subject Property
-  Parcels
-  Highways
-  Roads & Streets
-  Railroads

7.D-5




## Property Description

Lots 7 thru 8, Block 47,  
O.,T. Sapulpa, City of Sapulpa  
AKA: 7 S Main Street,  
Sapulpa, Creek County, Oklahoma



### Legend

-  500 Yr Flood Zone
-  100 Yr Flood Zone (AE)
-  100 Yr Flood Zone (A)

Map Prepared by:  
City of Sapulpa  
Date: 5/30/2019

Source Data:  
Creek County Assessors  
City of Sapulpa, Incog



# SUP-038

Gary Wayne Harris  
7 S Main St  
Sapulpa, OK 74066

**CITY OF SAPULPA  
MAP PRODUCTS**

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**Legend**

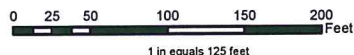
- Zoning
- Subject Property
- Parcels
- Highways
- Roads & Streets
- Railroads



7.D-6

## Property Description

Lots 7 thru 8, Block 47,  
O., T. Sapulpa, City of Sapulpa  
AKA: 7 S Main Street,  
Sapulpa, Creek County, Oklahoma



## Legend

- 500 Yr Flood Zone
- 100 Yr Flood Zone (AE)
- 100 Yr Flood Zone (A)

Map Prepared by:  
City of Sapulpa  
Date: 5/30/2019

Source Data:  
Creek County Assessors  
City of Sapulpa, Incog



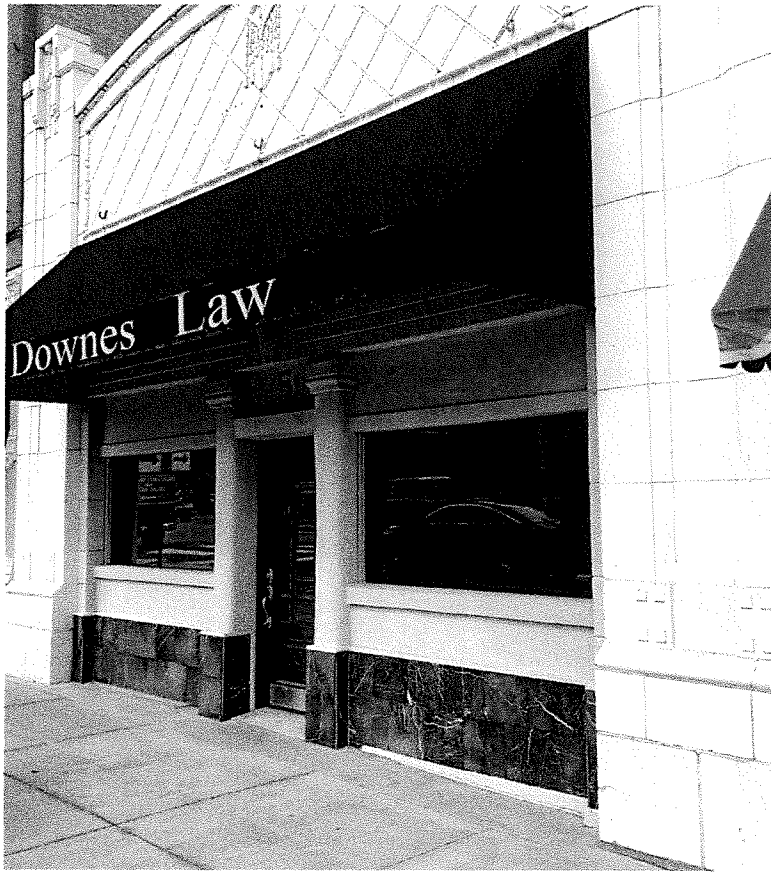




7.8.-8



7.P.-9



7.D.-10



**AGENDA ITEM**

**Administration 10.A.**

**City Council Regular**

**Meeting Date:** July 15, 2019

**Submitted By:** Amy Hoehner, Legal Assistant

**Department:** City Manager

**Presented By:** Joan Riley

---

**SUBJECT:**

Discussion and possible action regarding Agreements for Legal Services with Hilborne and Weidman, P.C., as special counsel to assist in the proposed issuance of General Obligation Bonds of the City for various public purposes, including issuance of GO refunding bonds of 2019, for a fee of three-quarter of one percent (.75%) of the principal amount of bonds issued.

**BACKGROUND:**

The proposed legal service agreements retain John Weidman, Esquire, as special counsel in connection with the City's proposed issuance of General Obligation Bonds in one or more series, including issuance of potential GO Refunding Bonds of 2019, Series A. Mr. Weidman has acted as bond counsel for the City of Sapulpa for 35 years, has considerable experience in this specialized area, and possesses detailed knowledge of prior bond issues and past financing incurred on behalf of the city. The fee for services rendered in connection with these services is set a three quarters of one percent (.75%) of the amount of bonds issued, and is contingent upon delivery of and payment for any such bonds. For further information please see attached agreements.

**RECOMMENDATION:**

Staff recommends Council approve Agreements and authorize Mayor to execute same.

---

**Attachments**

Agreement - General Obligation Bonds

Agreement - General Obligation Refunding Bonds

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**LEGAL SERVICES AGREEMENT**

July 15, 2019

Mayor and Council of the  
City of Sapulpa  
425 E. Dewey  
Sapulpa, Oklahoma

We are pleased to submit this Legal Services Agreement to the City of Sapulpa regarding your proposed issuance of General Obligation Bonds in one or more series, of the City for various public purposes to be proposed at an election held for that purpose. As your financial legal counsel, we would expect to work closely with your legal counsel, financial advisor and your staff in structuring the election proceedings and the proposed transactions in order to fund the public purposes and to achieve the lowest possible interest cost. In this connection, we would provide all legal services for the calling and holding of the election and for the proper issuance of such bonds. We will also provide our market legal opinion to the purchaser of any bonds issued without charge to such purchaser.

We stand ready to proceed upon written notification from you and we will carry out the work with due diligence to completion within a reasonable time from notice to proceed.

For such legal services rendered in connection with each issue or series of bonds, our fee would be equal to three quarter of one percent (.75%) of the principal amount of bonds issued, such sum to be paid when such bonds are issued.

Our fee is contingent upon delivery of and payment for any such bonds. In the event the election is not successful or no bonds are issued and delivered, we would receive no compensation for our services rendered therewith. You would agree to pay our documented out of pocket expenses. You agree to pay all election expenses, if any (including publication costs, ballot printing, costs of election officials, etc.), bond printing and document filing and recording fees.

Hilborne and Weidman,  
a professional corporation

By: \_\_\_\_\_  
John D. Weidman

Approved and accepted this 15th day of July, 2019.

City of Sapulpa, Oklahoma

---

Mayor

ATTEST:

---

City Clerk

(Seal)

**LEGAL SERVICES AGREEMENT**

July 15, 2019

Mayor and Council of the  
City of Sapulpa  
425 E. Dewey  
Sapulpa, Oklahoma

We are pleased to submit this Legal Services Agreement to the City of Sapulpa regarding your proposed issuance of General Obligation Refunding Bonds of 2019, Series A of the City in the aggregate amount of not to exceed \$4,000,000.00 for the refunding and refinancing of outstanding general obligation bonds for the City of Sapulpa. As your financial legal counsel, we would expect to work closely with your legal counsel, financial advisor and your staff in structuring the proposed transaction in order to achieve the lowest possible interest cost. In this connection, we would provide all legal services for the proper issuance of such bonds. We will also provide our market legal opinion to the purchaser of any bonds issued without charge to such purchaser.

We stand ready to proceed upon written notification from you and we will carry out the work with due diligence to completion within a reasonable time from notice to proceed.

For such legal services rendered in connection with each issue or series of bonds, our fee would be equal to three quarters of one percent (.75%) of the principal amount of bonds issued, such sum to be paid when such bonds are issued.

Our fee is contingent upon delivery of and payment for any such bonds. In the event no bonds are issued and delivered, we would receive no compensation for our services rendered therewith. You agree to pay our documented out of pocket expenses. You agree to pay all election expenses, if any (including publication costs, ballot printing, costs of election officials, etc.), bond printing and document filing and recording fees.

Hilborne and Weidman,  
a professional corporation

By: \_\_\_\_\_  
John D. Weidman

Approved and accepted this 15th day of July, 2019.

City of Sapulpa, Oklahoma

\_\_\_\_\_  
Mayor

ATTEST:

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

(Seal)





**AGENDA ITEM**

**Administration 10.B.**

**City Council Regular**

**Meeting Date:** July 15, 2019

**Submitted By:** Amy Hoehner, Legal Assistant

**Department:** City Manager

**Presented By:** Joan Riley

---

**SUBJECT:**

Discussion and possible action regarding Municipal Advisor Services Agreement with Municipal Finance Services, Inc. to assist in the issuance of General Obligation Bonds of the City to fund various capital improvements projects

**BACKGROUND:**

The proposed service agreement retains Municipal Finance Services, Inc. as financial advisors to the City in connection with the proposed issuance of General Obligation Bonds, including issuance of any potential refunding bonds. Jon G. Wolff, Vice-President of MFS, has considerable experience in the specialized area of municipal finance and possesses detailed knowledge of the City's financial position and structure and will be the individual primarily responsible for performance of the services to be rendered in connection with the contemplated bond transactions. The fee for services rendered in connection with these services is set a three quarters of one percent (.75%) of the amount of bonds issued, and is contingent upon delivery of and payment for any such bonds. For further information please see attached agreements.

**RECOMMENDATION:**

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

---

**Attachments**

Information  
Agreement

---



# Municipal Finance Services, Inc.

IARD/CRD NUMBER 118481

3933 E Covell Rd

Edmond, Oklahoma 73034

Phone (405) 340-1727

Fax (405) 340-3607

[www.mfsok.com](http://www.mfsok.com)

March 26, 2019

FIRM BROCHURE

Form ADV Part 2A

And

Form ADV Part 2B



**MUNICIPAL  
FINANCE  
SERVICES, INC.**  

---

**est. 1990**

Municipal Finance Services, Inc.  
P.O. Box 747  
Edmond, OK 73083-0747  
P: 405.340.1727

### ***SUMMARY OF MATERIAL CHANGES***

Since the last annual amendment to Municipal Finance Services, Inc.'s Brochure dated March 28, 2018, there have been no material changes to Form ADV Part 2A Brochure and Part 2B Brochure Supplements, except for employing a Chief Compliance Officer (CCO). Mitch Robinson was appointed CCO with an effective date of January 1, 2019. This information has been included in Part 2B Brochure Supplement.

In the past we have offered or delivered information about our qualifications and business practices to clients on at least an annual basis. Pursuant to new SEC Rules, we will ensure that you receive a summary of any material changes to this and subsequent Brochures within 120 days of the close of our business' fiscal year. We may further provide other ongoing disclosure information about material changes as necessary.

We will further provide you with a new Brochure as necessary based on changes or new information, at any time, without charge.

Currently, our Brochure may be requested by contacting Mitch Robinson at (405) 340-1727 or [rickasmith@mfsok.com](mailto:rickasmith@mfsok.com). Our Brochure is also available on our website [www.mfsok.com](http://www.mfsok.com) free of charge.

Additional information about Municipal Finance Services, Inc. is also available via the SEC's website [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The SEC's website also provides information about any persons affiliated with Municipal Finance Services, Inc. who are registered, or are required to be registered, as investment adviser representatives of Municipal Finance Services, Inc.

# Municipal Finance Services, Inc.

IARD/CRD NUMBER 118481

3933 E Covell Rd

Edmond, Oklahoma 73034

Phone (405) 340-1727

Fax (405) 340-3607

[www.mfsok.com](http://www.mfsok.com)

March 26, 2019

## FORM ADV PART 2A BROCHURE

This Brochure provides information about the qualifications and business practices of **Municipal Finance Services, Inc.** If you have any questions about the contents of this Brochure, please contact us at **(405) 340-1727/or [mitchrobinson@mfsok.com](mailto:mitchrobinson@mfsok.com)**. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about **Municipal Finance Services, Inc.** also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The searchable IARD/CRD number for Municipal Finance Services, Inc. is **IARD/CRD NUMBER 118481**.

Municipal Finance Services, Inc. is registered with the State of Oklahoma as an Investment Adviser, registered with the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB") as a Municipal Advisor. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

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## Advisory Business

Form ADV Part 2A, Item 4

**A. Describe your advisory firm, including how long you have been in business. Identify your principal owners.**

Municipal Finance Services, Inc. ("Municipal Finance Services" or the "Firm") is an Oklahoma corporation established in March 1990. *Rick A. Smith* serves as President and *Amanda G. Smith* as Secretary/Treasurer. One hundred percent (100%) of the corporation is owned by these two principal officers, comprising the Board of Directors. Municipal Finance Services is located at 3933 E Covell Rd, Edmond, Oklahoma 73034. The firm's contact information is listed below:

<u>Correspondence (all):</u>	P.O. Box 747 Edmond, Oklahoma 73083-0747
<u>Overnight Mail/Physical Delivery:</u>	3933 E Covell Rd Edmond, Oklahoma 73034
<u>Telephone:</u>	405.340.1727
<u>Facsimile:</u>	405.340.3607
<u>Firm Website:</u>	mfsok.com

**B. Describe the types of advisory services you offer.**

Municipal Finance Services was established in response to Oklahoma municipalities and school districts seeking independent advice from a Financial Advisor not associated with an underwriting firm. **Consequently, Municipal Finance Services serves exclusively as Financial Advisor and does not buy or sell securities in either the primary or secondary markets.**

Municipal Finance Services has served as Financial Advisor or Municipal Advisor on various types of financing plans, including Oklahoma Water Resources Board Loans, Statewide Revolving Fund Loans, Farmers Home Administration Loans, Private Placements, Revenue Bonds and General Obligation Bonds. One of the strengths we bring to a client is our familiarity and clear understanding of the advantages and disadvantages of financing vehicles in order to assist a client in selecting the most viable approach. We do not hold funds for or on behalf of our clients and do not manage assets of our clients.

The business objective of Municipal Finance Services is to provide Oklahoma municipalities and school districts with independent, professional Financial Consulting services aimed at developing and implementing capital project plans in the least-costly manner possible. The business philosophy of the firm is to establish a client relationship emphasizing a long-term engagement rather than a transaction-based relationship. This philosophy allows us to develop financial plans that are in the best interest of a community as opposed to a fee-generated financing. The business outlook of the firm is to continue to provide quality services at reasonable costs, resulting in an increased market share and a well-established reputation.

The firm is registered with the State of Oklahoma as an Investment Advisor, registered with the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB") as a Municipal Advisor, with Rick Alan Smith, Jon Gayland Wolff, Ben Arthur Oglesby and Christopher Jordan Wolff as Investment Advisor Representatives and Municipal Advisor Representative. All Municipal Advisor Representatives have successfully passed the Series 50 Exam. Mitch Robinson serves as Chief Compliance Officer.

The firm is organized into four (4) divisions, briefly described below:

- (1) Business Development - This division's major responsibility is to initiate contacts with existing and potential clients in an effort to assess business opportunities designed to assist communities with planning and debt financing needs. Special attention is provided to current clients to constantly evaluate refinancing and restructuring of existing indebtedness to achieve economical results. In addition, contact with the major rating agencies is a primary task of this group.
- (2) Financial Analysis and Planning - This division is charged with preparing analyses of financial options available to clients to fund capital improvements, including a thorough assessment of current and potential revenue sources. Output generated by this group usually contains computer-generated tables and graphs in a format designed to be easily understood by governing boards and staffs.
- (3) Research - The Research Division places its emphasis on keeping up-to-date on proven financing techniques on both a state and national level. Since public finance is a dynamic area driven by changing markets, it is necessary to stay on top of new and innovative techniques available to communities to meet capital funding objectives. This division also follows state and local legislative actions related to municipal finance and maintains a comprehensive data base on Oklahoma General Obligation and Revenue Bond offerings.
- (4) Administration - The fourth division of the firm bears responsibility for maintaining effective communication with clients and sustaining a high quality of work product. This division also involves coordinating project schedules to ensure timetables are adhered to by the firm's staff.

The type of services offered by Municipal Finance Services, include, but are not limited to:

- Utility Rate studies directed to enhance revenue or maintain financial solvency.
- Feasibility studies necessary to determine the economic viability of a single project or group of projects.
- Development of Capital Debt Plans containing comprehensive and long-range recommendations.
- Assistance in preparing loan and grant applications for state programs such as the Oklahoma Water Resources Board (OWRB) or Statewide Revolving Fund (SRF) Loan Programs.
- Guidance on developing and implementing effective public information campaigns or elections regarding bond issues or related initiatives.
- Traditional Financial Advisor services for General Obligation and/or Revenue Bond/Note issues.
- Dissemination of information on current market trends and legislative actions impacting tax-exempt issuers.

Municipal Finance Services features state-of-the-art computer capabilities, including advanced word processing, graphics and financial analysis software. All financial analysis would be conducted in-house by experienced and proficient professionals with a full understanding of the most clear and concise manner to present complex financing transactions.

The following persons may be contacted for reference purposes regarding Municipal Finance Services qualifications and capabilities:

Mr. Anthony Francisco, Finance Director

City of Norman

201 West Gray

P.O. Box 370

Norman, Oklahoma 73070-0370

(405) 366-5411

Mr. Michael Spurgeon, City Manager

City of Broken Arrow

220 South First Street

P.O. Box 610

Broken Arrow, Oklahoma 74013-0610

(918) 259-8419

Dr. Patricia Williams, Chief Financial Officer

Union Public Schools

8506 E. 61<sup>st</sup> Street

Tulsa, Oklahoma 74133-1926

(918) 357-6005

Mr. Joe Stoeppelwerth, Treasurer

Tulsa Public Schools

3027 S. New Haven

Tulsa, Oklahoma 74114

(918) 746-6209

The key personnel of the firm are:

**RICK A. SMITH, PRESIDENT**, was born July 11, 1955, in Oklahoma City, Oklahoma, and graduated from U.S. Grant High School in May 1972. He received his Bachelor and Master Degrees in Economics from the University of Oklahoma in 1976 and 1978, respectively. Upon graduation, he served as Economist in the Planning Division of the Oklahoma Water Resources Board for two years, during which he was the principal author of the *Oklahoma Comprehensive Water Plan*, a long range guide for developing and financing Oklahoma's water resources statewide. In 1980, he was promoted to Division Chief of the OWRB Planning and Development Division, where his major responsibility was administering the Board's Loan and Grant Program. During his tenure at the Board, Mr. Smith structured and developed the basic loan program now offered by the OWRB, working closely with the Board's Financial Advisor and Bond Counsel. In August 1984, he joined the investment banking firm of Leo Oppenheim & Co., Inc. in Oklahoma City as a Public Finance Specialist with an emphasis on municipal finance clients. He successfully passed the NASD and State of Oklahoma securities examinations in September 1984 to become a General Securities Registered Representative. In 1986, he was made an officer of the firm, assuming the position of Vice President of the Public Finance Department. While at Oppenheim, Mr. Smith concentrated on the public finance efforts of Oklahoma issuers faced with funding increased infrastructure needs. He structured various financing vehicles, including General Obligation Bonds, Revenue Bonds, OWRB Loans, Private Placements and Lease Financing transactions for state, county and local issuers. The list of projects funded includes, but is not limited to: street and road improvements; electric, water and sewer system improvements; governmental buildings; industrial projects and equipment acquisitions.

Mr. Smith departed Oppenheim in March 1990 to form Municipal Finance Services, Inc. where he serves as President and majority stockholder. Based on an awareness of the need for Oklahoma communities to implement more planning activities, Mr. Smith has expanded the traditional role of Financial Advisor to encompass a wide range of consulting services. Mr. Smith is registered with the Oklahoma Securities Commission as an Investment Adviser Representative and the Municipal Securities Rulemaking Board ("MSRB") as a Municipal Advisor Representative.

He has served as guest speaker on public finance topics at several seminars and conferences sponsored by the Oklahoma Rural Water Association; Oklahoma Municipal League; Municipal Electric Systems of Oklahoma; Oklahoma Clerks, Treasurers and Finance Officers Association and others. Mr. Smith was awarded the Governor's Water Pioneer Award in 2011 for his support of water development in the State of Oklahoma.



**AMANDA G. SMITH** was born in San Antonio, Texas, and reared in Edmond, Oklahoma where she graduated from Edmond High School in 1972. Ms. Smith then attended the University of Oklahoma on the President's Leadership Class Scholarship and graduated with a Bachelor's Degree in Fashion Merchandising in 1976. Upon graduation, Ms. Smith was employed as an Assistant Manager in the downtown branch of Street's, an Oklahoma owned and operated women's retail clothing chain. In 1982, Ms. Smith went to work for the Oklahoma Water Resources Board in the Planning and Development Division as Division Secretary.

Following her employment at the OWRB, Ms. Smith went to work in 1985 in the home mortgage industry as a Loan Processor for Allstate Mortgage Company in Oklahoma City. From there, she worked on a contract basis for Red Eagle Oil Company in the oil and gas industry. She assisted the Risk Manager of the company in the assessment and implementation of the company's group health plan and pension and profit-sharing plans. While working in this capacity, she passed the Oklahoma State Insurance examination to become a licensed life, health and accident independent insurance agent. In March 1990, Ms. Smith became minority stockholder in Municipal Finance Services and holds the position of Secretary/Treasurer on the Board of Directors. She is responsible for the behind the scenes procedures necessary to maintain the firm.

**JON G. WOLFF** was born January 22, 1962, in Cushing, Oklahoma. He graduated from Cushing High School in May 1980 and received a Bachelor of Science Degree in Accounting from Central State University (now University of Central Oklahoma) in 1984. Immediately following graduation, he was employed by the Oklahoma Auditor and Inspector's Office in Oklahoma City. As senior auditor, he was involved in the audits of various state agencies, including, but not limited to the Office of State Finance, State Treasurer's Office and Oklahoma Tax Commission. He also participated in the preparation of the Fiscal Year 1986/87 State of Oklahoma Audit Report.

In May 1987, Mr. Wolff successfully passed the Certified Public Accounting exam and is currently a licensed CPA in the State of Oklahoma. In August 1987, Mr. Wolff joined the City of Del City, Oklahoma, as Treasurer/Comptroller. In this capacity, Jon was responsible for devising, installing and supervising the operation of the general accounting system; evaluating and implementing internal controls; preparing all financial analysis and reports; coordinating and reviewing all debt issuance which involved working with legal and financial professionals; instructing and advising staff.

Mr. Wolff joined Municipal Finance Services in January 1999 and successfully completed all necessary securities examinations in May 1999 to become an Investment Adviser Representative. Since that time, he has assumed primary responsibility for several existing and new clients of the firm, specializing in financial analysis related to the issuance of general obligation and revenue bonds and preparation of state loan applications with the Oklahoma Water Resources Board. He also specializes in utility rate analysis for municipalities in evaluating revenue sources and funding vehicles available to individual clients for capital improvements.

He has served as guest speaker on public finance topics at several seminars and conferences sponsored by the Oklahoma Municipal League; Oklahoma Clerks, Treasurers and Finance Directors Association, Oklahoma Center for School Business Management, Association of Public Treasurers of the United States and Canada.

Mr. Wolff is registered with the Oklahoma Securities Commission as an Investment Adviser Representative and the Municipal Securities Rulemaking Board ("MSRB") as a Municipal Advisor Representative.

**BEN A. OGLESBY** grew up in Birmingham, Alabama where he attended E.B. Erwin High School. After serving on active duty in the U.S. Army, he attended the University of Alabama, earning a Bachelor's Degree in Economics. Mr. Oglesby began his career in finance in 1992 as a loan officer for a consumer finance company and later as a single-family housing mortgage underwriter. In 1997, Mr. Oglesby became a Registered Representative with the National Association of Securities Dealers (NASD, later FINRA). He worked in securities brokerage operations for Fidelity Investments, trading equity securities, fixed income securities, and options contracts. In 2000, Mr. Oglesby went to work for Bank One, working first in the private banking department, and later in the investment banking department, serving municipal issuers in Oklahoma and other states. In 2001, Stephens Inc. acquired the unit of Bank One in which Mr. Oglesby worked. At Stephens Inc., Mr. Oglesby worked on transactions involving multi-family housing bonds, student housing bonds, single-family housing bonds, project finance, and industrial development bonds. In 2009, Mr. Oglesby joined Municipal Finance Services, where he serves local governments across the state of Oklahoma, and works closely with state agencies

as well. Mr. Oglesby is registered with the Oklahoma Securities Commission as an Investment Adviser Representative and the Municipal Securities Rulemaking Board ("MSRB") as a Municipal Advisor Representative.

Mr. Oglesby has worked with municipalities, school districts, county authorities, state agencies, developers, and public and private universities in the state of Oklahoma and other states. He is experienced with structuring and obtaining funding for various types of debt issues, including public debt offerings, private placements, and state agency loans.

**CHRISTOPHER J. WOLFF** was born in Edmond, Oklahoma, in 1989 and grew up in Edmond, where he graduated from Edmond North High School in 2007. He attended the University of Central Oklahoma in Edmond and received a Bachelor's Degree in Finance in May 2011. He joined Municipal Finance Services as a Financial Analyst in February, 2012. Mr. Wolff is registered with the Oklahoma Securities Commission as an Investment Adviser Representative, effective April 2, 2012 and the Municipal Securities Rulemaking Board ("MSRB") as a Municipal Advisor Representative. His responsibilities include data collection and analysis and information technology assistance for the firm's clients.

**LINDA G. SCOGGINS** was born in Aberdeen Proving Grounds, Maryland, and graduated from Enterprise High School in Enterprise, Alabama. She received an Associate of Science Degree from Enterprise State Junior College and attended Troy State University. Ms. Scoggins graduated from the Cannon Financial Institute Corporate Trust School I, II and III with Honors and earned the designation of Certified Corporate Trust Specialist as awarded by the American Bankers Association in 2001. Prior to joining Municipal Finance Services, Linda was an Administrator and Trust Officer in the Corporate Trust Department for the Bank of Oklahoma in Oklahoma City, Oklahoma, where she was responsible for the administration and marketing of corporate and municipal debt financing bond issues. Ms. Scoggins has over fourteen (14) years of experience in the banking and trust industry, including four (4) years of experience in the Legal Department at Bank of Oklahoma. She had five (5) years of experience in the Corporate Trust Department and administered various types of obligations, including tender option/put bonds, variable obligations and credit enhanced issues. Ms. Scoggins joined Municipal Finance Services in January 2004 where she currently serves as Director of Administration.

**MITCHELL K. ROBINSON** was born in Tulsa, Oklahoma and graduated from Broken Arrow High School in Broken Arrow, Oklahoma. He received a Bachelor's degree in Business Administration from The University of Oklahoma, in 1991. Prior to joining Municipal Finance Services, Mitch was the Chief Compliance Officer for Regent Financial Services, Inc. and Drawbridge Capital, LLC in Tulsa, Oklahoma. Mitch still serves a minor compliance capacity with both firms. Mitch has over 20 years of industry experience including 9 years of experience at Metropolitan Life, 9 years at Bank of Oklahoma Financial Corporation and 7 years of experience with Regent Financial and Drawbridge Capital. Mr. Robinson joined Municipal Finance Services in January 2019 where he currently serves as Chief Compliance Officer.

#### **E-Mail Addresses**

Rick A. Smith	<a href="mailto:rickasmith@mfsok.com">rickasmith@mfsok.com</a>
Amanda G. Smith	<a href="mailto:amandagsmith@mfsok.com">amandagsmith@mfsok.com</a>
Jon Wolff	<a href="mailto:jonwolff@mfsok.com">jonwolff@mfsok.com</a>
Ben Oglesby	<a href="mailto:benoglesby@mfsok.com">benoglesby@mfsok.com</a>
Chris Wolff	<a href="mailto:chriswolff@mfsok.com">chriswolff@mfsok.com</a>
Linda Scoggins	<a href="mailto:lindascoggins@mfsok.com">lindascoggins@mfsok.com</a>
Mitch Robinson	<a href="mailto:mitchrobinson@mfsok.com">mitchrobinson@mfsok.com</a>

**C. Explain whether (and, if so, how) you tailor your advisory services to the individual needs of clients. Explain whether clients may impose restrictions on investing in certain securities or types of securities.**

Municipal Finance Services identifies appropriate funding vehicles for each client to meet objectives and timeframe. The firm does not provide advice or direction on investments to its clients.

**D. If you participate in wrap fee programs by providing portfolio management services, (1) describe the differences, if any, between how you manage wrap fee accounts and how you manage other accounts, and (2) explain that you receive a portion of the wrap fee for your services.**

Municipal Finance Services, Inc. has no information applicable to this item.

**E. If you manage client assets, disclose the amount of client assets you manage on a discretionary basis and the amount of client assets you manage on a non-discretionary basis. Disclose the date "as of" which you calculated the amounts.**

Municipal Finance Services, Inc. has no information applicable to this item.

**A. Describe how you are compensated for your advisory services. Provide your fee schedule. Disclose whether the fees are negotiable.**

The fees charged by Municipal Finance Services are established in a client's written agreement with Municipal Finance Services for financial advisory services to the Client for a particular financing or study or series of financings or studies. Municipal Finance Services will generally bill its fees upon the successful closing of a financing and are contingent upon the actual closing of the financing.

Municipal Finance Services has developed a general compensation and fee approach that attempts to recognize the professional services associated with a qualified financial advisory firm and the specific aspects of a proposed engagement. It also enables a client to negotiate an acceptable fee arrangement that is both reasonable and competitive. The Firm generally sets its compensation and fee schedule in accordance with the following considerations:

- Scope of the Engagement (General On-going Consulting Contract or specific issue by issue Engagement)
- Type of Bond Issue, i.e., General Obligation Bonds, Revenue Bonds, OWRB Loans or Advance Refunding Bonds
- Manner of Sale of the Bonds – Competitive, Negotiated or Private Placement
- Anticipated Length of Engagement - Reflecting the short-term nature of a proposed task or the extended time frame some projects often require
- Availability of Adequate Records/Information from a Client
- Whether or not an election is required for the financing
- Existing or New Client Status - Reflecting any previous services rendered by the Firm which often reduces the cost associated with the proposed services
- Other Professionals participating in the financing process - Takes into consideration the level of familiarity Municipal Finance Services may have with other members of the financing team, such as Bond Counsel and Underwriter(s), if negotiated issue

Based on these parameters and other relevant criteria, Municipal Finance Services generally proposes a flat fee or absolute dollar amount to serve as Financial Advisor or a percentage fee based on issue size. Often times, an hourly rate is quoted (with a not-to-exceed amount to ensure a client recognizes its maximum fee exposure). Municipal Finance Services does not require payment of any upfront fees prior to the commencement of services.

For Engagements involving a series of bonds to be issued over a period of time from one election, the initial fee may be slightly higher than subsequent fees to reflect the effort put forth in the planning and election process. In addition, the development of a database and accumulation of informational materials on a client allow the fees charged on future issues to be discounted.

**EXPENSES**

Municipal Finance Services generally charges additional compensation for reimbursement of certain out-of-pocket expenses related to travel, copying, printing, telephone/facsimile, overnight mailing and other similar expenses associated with the financing activity. Municipal Finance Services attempts to cap these expenses at the time of engagement, reflecting the proposed tasks or services to be provided. Travel expenses related to any rating trips outside the state are billed at actual, verified costs, subject to prior approval by a client.

### PAYMENT OF FEES AND EXPENSES

Payment of fees and expenses are due and payable at the time of closing from available funds of the client or from proceeds derived from the financing. Most bond/loan transactions allow the fees to be included in the amount issued or borrowed by the issuer.

### CONTINGENT COMPENSATION

All fees and expenses proposed by Municipal Finance Services are contingent on the successful issuance and delivery of any obligations. If for any reason, an issue does not close, a client is not responsible for the payment of any costs incurred for the services rendered. *Payment of any fees and/or expenses is solely on a contingency basis.*

### CONTRACTUAL REQUIREMENT

In accordance with the rules and regulations of the Municipal Securities Rulemaking Board and the Oklahoma Department of Securities, Municipal Finance Services requires a written contract with each client stating the proposed tasks or services to be rendered and the compensation arrangement for performing the tasks or services. Such contract must be approved by the governing body of the client at a public meeting called and held in compliance with the Oklahoma Open Meeting Act. Copies of the form of contracts utilized by Municipal Finance Services are available upon request.

**B. Describe whether you deduct fees from clients' assets or bill clients for fees incurred. If clients may select either method, disclose this fact. Explain how often you bill clients or deduct your fees.**

Municipal Finance Services, Inc. has no information applicable to this item.

**C. Describe any other types of fees or expenses clients may pay in connection with your advisory services, such as custodian fees or mutual fund expenses. Disclose that clients will incur brokerage and other transaction costs, and direct clients to the section(s) of your brochure that discuss brokerage.**

Municipal Finance Services, Inc. has no information applicable to this item.

**D. If your clients either may or must pay your fees in advance, disclose this fact. Explain how a client may obtain a refund of a pre-paid fee if the advisory contract is terminated before the end of the billing period. Explain how you will determine the amount of the refund.**

Municipal Finance Services, Inc. has no information applicable to this item.

**E. If you or any of your supervised persons accepts compensation for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds, disclose this fact and respond to Items 5.E.1, 5.E.2, 5.E.3 and 5.E.4.**

Municipal Finance Services, Inc. has no information applicable to this item.

## ***Performance-Based Fees and Side-By-Side Management***

Form ADV Part 2A, Item 6

**If you or any of your supervised persons accepts performance-based fees – that is, fees based on a share of capital gains on or capital appreciation of the assets of a client (such as a client that is a hedge fund or other pooled investment vehicle) – disclose this fact. If you or any of your supervised persons manage both accounts that are charged a performance-based fee and accounts that are charged another type of fee, such as an hourly or flat fee or an asset-based fee, disclose this fact. Explain the conflicts of interest that you or your supervised persons face by managing these accounts at the same time, including that you or your supervised persons have an incentive to favor accounts for which you or your supervised persons receive a performance-based fee, and describe generally how you address these conflicts.**

Municipal Finance Services, Inc. does not charge any performance-based fees.

## *Types of Clients*

Form ADV Part 2A, Item 7

**Describe the types of clients to whom you generally provide investment advice, such as individuals, trusts, investment companies, or pension plans. If you have any requirements for opening or maintaining an account, such as a minimum account size.**

Municipal Finance Services provides Oklahoma municipalities, school districts and other governmental entities with independent, professional Financial Consulting services aimed at developing and implementing capital project plans in the least-costly manner possible.

***Methods of Analysis, Investment Strategies and Risk of Loss***

Form ADV Part 2A, Item 8

**A. Describe the methods of analysis and investment strategies you use in formulating investment advice or managing assets. Explain that investing in securities involves risk of loss that clients should be prepared to bear.**

Municipal Finance Services, Inc. has no information applicable to this item.

**B. For each significant investment strategy or method of analysis you use, explain the material risks involved. If the method of analysis or strategy involves significant or unusual risks, discuss these risks in detail. If your primary strategy involves frequent trading of securities, explain how frequent trading can affect investment performance, particularly through increased brokerage and other transaction costs and taxes.**

Municipal Finance Services, Inc. has no information applicable to this item.

**C. If you recommend primarily a particular type of security, explain the material risks involved. If the type of security involves significant or unusual risks, discuss these risks in detail.**

Municipal Finance Services, Inc. has no information applicable to this item.



## ***Disciplinary Information***

Form ADV Part 2A, Item 9

**If there are legal or disciplinary events that are material to a client's or prospective client's evaluation of your advisory business or the integrity of your management, disclose all material facts regarding those events.**

Municipal Finance Services, Inc., as well as Rick A. Smith and Jon G. Wolff, the firm's officers, consented to an Administrative Proceeding, resulting in an Order issued by the U.S. Securities and Exchange Commission (SEC) dated August 24, 2017. Respondents were accused of violating their fiduciary duty by failing to call attention to, or further investigate or advise a client regarding amendments to the client's continuing disclosure agreements that were improperly prepared and implemented by Bond Counsel representing the issuer on the transaction. Parties have consented to an administrative cease and desist order and associated sanctions as set forth in the Order.

On November 8, 2017, the Oklahoma Department of Securities (ODS) issued an Order adopting the above Administrative Proceeding. The ODS action contained a censure of the firm and no further action was required. None of the firm's employees were the subject of the ODS action.

## ***Other Financial Industry Activities and Affiliations***

Form ADV Part 2A, Item 10

**A. If you or any of your management persons are registered, or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer, disclose this fact.**

Municipal Finance Services, Inc. has no information applicable to this item.

**B. If you or any of your management persons are registered, or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities, disclose this fact.**

Municipal Finance Services, Inc. has no information applicable to this item.

**C. Describe any relationship or arrangement that is material to your advisory business or to your clients that you or any of your management persons have with any related person listed below. Identify the related person and if the relationship or arrangement creates a material conflict of interest with clients, describe the nature of the conflict and how you address it.**

1. broker-dealer, municipal securities dealer, or government securities dealer or broker
2. investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund)
3. other investment adviser or financial planner
4. futures commission merchant, commodity pool operator, or commodity trading advisor
5. banking or thrift institution
6. accountant or accounting firm
7. lawyer or law firm
8. insurance company or agency
9. pension consultant
10. real estate broker or dealer
11. sponsor or syndicator of limited partnerships.

Municipal Finance Services, Inc. has no information applicable to this item.

**D. If you recommend or select other investment advisers for your clients and you receive compensation directly or indirectly from those advisers that creates a material conflict of interest, or if you have other business relationships with those advisers that create a material conflict of interest, describe these practices and discuss the material conflicts of interest these practices create and how you address them.**

Municipal Finance Services, Inc. has no information applicable to this item.

## ***Code of Ethics, Participation or Interest in Client Transactions and Personal Trading***

Form ADV Part 2A, Item 11

**A. If you are an SEC-registered adviser, briefly describe your code of ethics adopted pursuant to SEC rule 204A-1 or similar state rules. Explain that you will provide a copy of your code of ethics to any client or prospective client upon request.**

Municipal Finance Services has adopted a Code of Ethics for all supervised persons of the firm describing its high standard of business conduct, and fiduciary duty to its clients. The Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things. All supervised persons at Municipal Finance Services must acknowledge the terms of the Code of Ethics annually, or as amended.

Municipal Finance Services, Inc.'s clients or prospective clients may request a copy of the firm's Code of Ethics by contacting Mitch Robinson.

**B. If you or a related person recommends to clients, or buys or sells for client accounts, securities in which you or a related person has a material financial interest, describe your practice and discuss the conflicts of interest it presents. Describe generally how you address conflicts that arise.**

Municipal Finance Services, Inc. has no information applicable to this item.

**C. If you or a related person invests in the same securities (or related securities, e.g., warrants, options or futures) that you or a related person recommends to clients, describe your practice and discuss the conflicts of interest this presents and generally how you address the conflicts that arise in connection with personal trading.**

Municipal Finance Services, Inc. has no information applicable to this item.

**D. If you or a related person recommends securities to clients, or buys or sells securities for client accounts, at or about the same time that you or a related person buys or sells the same securities for your own (or the related person's own) account, describe your practice and discuss the conflicts of interest it presents. Describe generally how you address conflicts that arise.**

Municipal Finance Services, Inc. has no information applicable to this item.

## ***Brokerage Practices***

Form ADV Part 2A, Item 12

**A. Describe the factors that you consider in selecting or recommending broker-dealers for client transactions and determining the reasonableness of their compensation (e.g., commissions).**

Municipal Finance Services, Inc. has no information applicable to this item.

**B. Discuss whether and under what conditions you aggregate the purchase or sale of securities for various client accounts. If you do not aggregate orders when you have the opportunity to do so, explain your practice and describe the costs to clients of not aggregating.**

Municipal Finance Services, Inc. has no information applicable to this item.

## ***Review of Accounts***

Form ADV Part 2A, Item 13

**A. Indicate whether you periodically review client accounts or financial plans. If you do, describe the frequency and nature of the review, and the titles of the supervised persons who conduct the review.**

Municipal Finance Services, Inc. has no information applicable to this item.

**B. If you review client accounts on other than a periodic basis, describe the factors that trigger a review.**

Municipal Finance Services, Inc. has no information applicable to this item.

**C. Describe the content and indicate the frequency of regular reports you provide to clients regarding their accounts. State whether these reports are written.**

Municipal Finance Services, Inc. has no information applicable to this item.

## ***Client Referrals and Other Compensation***

Form ADV Part 2A, Item 14

**A. If someone who is not a client provides an economic benefit to you for providing investment advice or other advisory services to your clients, generally describe the arrangement, explain the conflicts of interest, and describe how you address the conflicts of interest. For purposes of this Item, economic benefits include any sales awards or other prizes.**

Municipal Finance Services, Inc. has no information applicable to this item.

**B. If you or a related person directly or indirectly compensates any person who is not your supervised person for client referrals, describe the arrangement and the compensation.**

Municipal Finance Services, Inc. has no information applicable to this item.

## *Custody*

Form ADV Part 2A, Item 15

**If you have custody of client funds or securities and a qualified custodian sends quarterly, or more frequent, account statements directly to your clients, explain that clients will receive account statements from the broker-dealer, bank or other qualified custodian and that clients should carefully review those statements. If your clients also receive account statements from you, your explanation must include a statement urging clients to compare the account statements they receive from the qualified custodian with those they receive from you.**

Municipal Finance Services, Inc. has no information applicable to this item.

***Investment Discretion***

Form ADV Part 2A, Item 16

**If you accept discretionary authority to manage securities accounts on behalf of clients, disclose this fact and describe any limitations clients may (or customarily do) place on this authority. Describe the procedures you follow before you assume this authority (e.g., execution of a power of attorney).**

Municipal Finance Services, Inc. has no information applicable to this item.



## ***Voting Client Securities***

Form ADV Part 2A, Item 17

**A. If you have, or will accept, authority to vote client securities, briefly describe your voting policies and procedures, including those adopted pursuant to SEC rule 206(4)-6. Describe whether (and, if so, how) your clients can direct your vote in a particular solicitation. Describe how you address conflicts of interest between you and your clients with respect to voting their securities. Describe how clients may obtain information from you about how you voted their securities. Explain to clients that they may obtain a copy of your proxy voting policies and procedures upon request.**

Municipal Finance Services, Inc. has no information applicable to this item.

**B. If you do not have authority to vote client securities, disclose this fact. Explain whether clients will receive their proxies or other solicitations directly from their custodian or a transfer agent or from you, and discuss whether (and, if so, how) clients can contact you with questions about a particular solicitation.**

Municipal Finance Services, Inc. has no information applicable to this item.

## ***Financial Information***

Form ADV Part 2A, Item 18

**A. If you require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance, include a balance sheet for your most recent fiscal year.**

Municipal Finance Services, Inc. has no information applicable to this item.

**B. If you have discretionary authority or custody of client funds or securities, or you require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance, disclose any financial condition that is reasonably likely to impair your ability to meet contractual commitments to clients.**

Municipal Finance Services, Inc. has no information applicable to this item.

**C. If you have been the subject of a bankruptcy petition at any time during the past ten years, disclose this fact, the date the petition was first brought, and the current status.**

Municipal Finance Services, Inc. has no information applicable to this item.

## **Requirements for State-Registered Advisers**

Form ADV Part 2A, Item 19

**A. Identify each of your principal executive officers and management persons, and describe their formal education and business background. If you have supplied this information elsewhere in your Form ADV, you do not need to repeat it in response to this Item.**

See information provided under Advisory Business Section - item 4.

**B. Describe any business in which you are actively engaged (other than giving investment advice) and the approximate amount of time spent on that business. If you have supplied this information elsewhere in your Form ADV, you do not need to repeat it in response to this Item.**

Municipal Finance Services, Inc. has no information applicable to this item.

**C. In addition to the description of your fees in response to Item 5 of Part 2A, if you or a supervised person are compensated for advisory services with performance-based fees, explain how these fees will be calculated. Disclose specifically that performance-based compensation may create an incentive for the adviser to recommend an investment that may carry a higher degree of risk to the client.**

Municipal Finance Services, Inc. has no information applicable to this item.

**D. If you or a management person has been involved in one of the events listed below, disclose all material facts regarding the event.**

**1. An award or otherwise being found liable in an arbitration claim alleging damages in excess of \$2,500, involving any of the following:**

- (a) an investment or an investment-related business or activity;**
- (b) fraud, false statement(s), or omissions;**
- (c) theft, embezzlement, or other wrongful taking of property;**
- (d) bribery, forgery, counterfeiting, or extortion; or**
- (e) dishonest, unfair, or unethical practices.**

Municipal Finance Services, Inc. has no information applicable to this item.

**2. An award or otherwise being found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:**

- (a) an investment or an investment-related business or activity;**
- (b) fraud, false statement(s), or omissions;**
- (c) theft, embezzlement, or other wrongful taking of property;**
- (d) bribery, forgery, counterfeiting, or extortion; or**
- (e) dishonest, unfair, or unethical practices.**

Municipal Finance Services, Inc. has no information applicable to this item.

**E. In addition to any relationship or arrangement described in response to Item 10.C. of Part 2A, describe any relationship or arrangement that you or any of your management persons have with any issuer of securities that is not listed in Item 10.C. of Part 2A.**

Municipal Finance Services, Inc. has no information applicable to this item.

**Rickey Alan Smith**

**Municipal Finance Services, Inc.**

3933 E Covell Rd

Edmond, Oklahoma 73034

Phone (405) 340-1727

March 26, 2019

**FORM ADV PART 2B  
BROCHURE SUPPLEMENT**

**This brochure supplement provides information about Rickey Alan Smith that supplements the Municipal Finance Services, Inc. brochure. You should have received a copy of that brochure. Please contact Mitch Robinson at 405/340-1727 if you did not receive Municipal Finance Services, Inc.'s brochure or if you have any questions about the contents of this supplement.**

**Additional information about Rickey Alan Smith is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov)**

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### ***Educational Background and Business Experience***

Form ADV Part 2B, Item 2

**Disclose the supervised person's name, age (or year of birth), formal education after high school, and business background (including an identification of the specific positions held) for the preceding five years. If the supervised person has no high school education, no formal education after high school, or no business background, disclose this fact. You may list any professional designations held by the supervised person, but if you do so, you must provide a sufficient explanation of the minimum qualifications required for each designation to allow clients to understand the value of the designation.**

Name: Rickey Alan Smith

*Year of Birth:* 1955

*Formal Education after High School:*

- University of Oklahoma
- Bachelor of Science Degree in Economics, in 1976
- Masters Degree in Economics, in 1978
- 

*Business Background for the Previous Five Years:*

- Municipal Finance Services, Inc., President
- Registered Investment Advisor Representative
- Registered Municipal Advisor Representative

*Certifications:*

- Successfully passed the Series 50 Exam January 28, 2016

### ***Disciplinary Information***

Form ADV Part 2B, Item 3

**If there are legal or disciplinary events material to a client's or prospective client's evaluation of the supervised person, disclose all material facts regarding those events.**

A. A criminal or civil action in a domestic, foreign or military court of competent jurisdiction in which the supervised person

1. was convicted of, or pled guilty or nolo contendere ("no contest") to (a) any felony; (b) a misdemeanor that involved investments or an investment-related business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, or extortion; or (c) a conspiracy to commit any of these offenses;
2. is the named subject of a pending criminal proceeding that involves an investment-related business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses;
3. was found to have been involved in a violation of an investment-related statute or regulation; or
4. was the subject of any order, judgment, or decree permanently or temporarily enjoining, or otherwise limiting, the supervised person from engaging in any investment-related activity, or from violating any investment-related statute, rule, or order.

**Mr. Smith does not have any information reportable to this section.**

- B. An administrative proceeding before the SEC, any other federal regulatory agency, any state regulatory agency, or any foreign financial regulatory authority in which the supervised person
1. was found to have caused an investment-related business to lose its authorization to do business; or
  2. was found to have been involved in a violation of an investment-related statute or regulation and was the subject of an order by the agency or authority
    - (a) denying, suspending, or revoking the authorization of the supervised person to act in an investment-related business;
    - (b) barring or suspending the supervised person's association with an investment-related business;
    - (c) otherwise significantly limiting the supervised person's investment-related activities; or
    - (d) imposing a civil money penalty of more than \$2,500 on the supervised person.

**Municipal Finance Services, Inc., as well as Rick A. Smith, the firm's President, consented to an Administrative Proceeding, resulting in an Order issued by the U.S. Securities and Exchange Commission (SEC) dated August 24, 2017. Respondents were accused of violating their fiduciary duty by failing to call attention to, or further investigate or advise a client regarding amendments to the client's continuing disclosure agreements that were improperly prepared and implemented by Bond Counsel representing the issuer on the transaction. Parties have consented to an administrative cease and desist order and associated sanctions as set forth in the Order.**

- C. A self-regulatory organization (SRO) proceeding in which the supervised person
1. was found to have caused an investment-related business to lose its authorization to do business; or
  2. was found to have been involved in a violation of the SRO's rules and was: (i) barred or suspended from membership or from association with other members, or was expelled from membership; (ii) otherwise significantly limited from investment-related activities; or (iii) fined more than \$2,500.

**Mr. Smith does not have any information reportable to this section.**

- D. Any other proceeding in which a professional attainment, designation, or license of the supervised person was revoked or suspended because of a violation of rules relating to professional conduct. If the supervised person resigned (or otherwise relinquished his attainment, designation, or license) in anticipation of such a proceeding (and the adviser knows, or should have known, of such resignation or relinquishment), disclose the event.

**Mr. Smith does not have any information reportable to this section.**

### ***Other Business Activities***

Form ADV Part 2B, Item 4

- A. If the supervised person is actively engaged in any investment-related business or occupation, including if the supervised person is registered, or has an application pending to register, as a broker-dealer, registered representative of a broker-dealer, futures commission merchant ("FCM"), commodity pool operator ("CPO"), commodity trading advisor ("CTA"), or an associated person of an FCM, CPO, or CTA, disclose this fact and describe the business relationship, if any, between the advisory business and the other business.

- If a relationship between the advisory business and the supervised person's other financial industry activities creates a material conflict of interest with clients, describe the nature of the conflict and generally how you address it.
- If the supervised person receives commissions, bonuses or other compensation based on the sale of securities or other investment products, including as a broker-dealer or registered representative, and including distribution or service ("trail") fees from the sale of mutual funds, disclose this fact. If this compensation is not cash, explain what type of compensation the supervised person receives. Explain that this practice gives the supervised person an incentive to recommend investment products based on the compensation received, rather than on the client's needs.

**Mr. Smith does not have any business activities outside of his duties as President and Investment Adviser Representative for Municipal Finance Services, Inc.**

- B. If the supervised person is actively engaged in any business or occupation for compensation not discussed in response to Item 4.A, above, and the other business activity or activities provide a substantial source of the supervised person's income or involve a substantial amount of the supervised person's time, disclose this fact and describe the nature of that business. If the other business activities represent less than 10 percent of the supervised person's time and income, you may presume that they are not substantial.

**Mr. Smith does not have any business activities outside of his duties as President and Investment Adviser Representative for Municipal Finance Services, Inc.**

### ***Additional Compensation***

Form ADV Part 2B, Item 5

If someone who is not a client provides an economic benefit to the supervised person for providing advisory services, generally describe the arrangement. For purposes of this Item, economic benefits include sales awards and other prizes, but do not include the supervised person's regular salary. Any bonus that is based, at least in part, on the number or amount of sales, client referrals, or new accounts should be considered an economic benefit, but other regular bonuses should not.

**Mr. Smith does not receive any additional compensation for providing advisory services beyond that received as a result of his capacity as President and Investment Adviser Representative for Municipal Finance Services.**

### ***Supervision***

Form ADV Part 2B, Item 6

Explain how you supervise the supervised person, including how you monitor the advice the supervised person provides to clients. Provide the name, title and telephone number of the person responsible for supervising the supervised person's advisory activities on behalf of your firm.

**Rick Smith, President of the firm sets the guidelines on the advisory services provided to clients.  
Mr. Smith can be reached at 405-340-1727.**



### **Requirements for State-Registered Advisers**

Form ADV Part 2B, Item 7

A. In addition to the events listed in Item 3 of Part 2B, if the supervised person has been involved in one of the events listed below, disclose all material facts regarding the event.

1. An award or otherwise being found liable in an arbitration claim alleging damages in excess of \$2,500, involving any of the following:

- (a) an investment or an investment-related business or activity;
- (b) fraud, false statement(s), or omissions;
- (c) theft, embezzlement, or other wrongful taking of property;
- (d) bribery, forgery, counterfeiting, or extortion; or
- (e) dishonest, unfair, or unethical practices.

2. An award or otherwise being found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:

- (a) an investment or an investment-related business or activity;
- (b) fraud, false statement(s), or omissions;
- (c) theft, embezzlement, or other wrongful taking of property;
- (d) bribery, forgery, counterfeiting, or extortion; or
- (e) dishonest, unfair, or unethical practices.

**Mr. Smith has never been the subject of an arbitration claim or any disclosable regulatory, civil or administrative proceeding related to the above events.**

B. If the supervised person has been the subject of a bankruptcy petition, disclose that fact, the date the petition was first brought, and the current status.

**Mr. Smith has never been the subject of a bankruptcy petition.**

**Jon Gayland Wolff**

**Municipal Finance Services, Inc.**

3933 E Covell Rd

Edmond, Oklahoma 73034

Phone (405) 340-1727

March 26, 2019

**FORM ADV PART 2B  
BROCHURE SUPPLEMENT**

**This brochure supplement provides information about Jon Gayland Wolff that supplements the Municipal Finance Services, Inc. brochure. You should have received a copy of that brochure. Please contact Mitch Robinson at 405/340-1727 if you did not receive Municipal Finance Services, Inc.'s brochure or if you have any questions about the contents of this supplement.**

**Additional information about Jon Gayland Wolff is available on the SEC's website at [www.adviser.sec.gov](http://www.adviser.sec.gov).**

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## ***Educational Background and Business Experience***

Form ADV Part 2B, Item 2

**Disclose the supervised person's name, age (or year of birth), formal education after high school, and business background (including an identification of the specific positions held) for the preceding five years. If the supervised person has no high school education, no formal education after high school, or no business background, disclose this fact. You may list any professional designations held by the supervised person, but if you do so, you must provide a sufficient explanation of the minimum qualifications required for each designation to allow clients to understand the value of the designation.**

Name: Jon Gayland Wolff

*Year of Birth:* 1962

*Formal Education after High School:*

- Central State University (now University of Central Oklahoma)
- Bachelor of Science Degree in Accounting, in 1984
- 

*Business Background for the Previous Five Years:*

- Municipal Finance Services, Inc., Vice President
- Registered Investment Advisor Representative
- Registered Municipal Advisor Representative
- 

*Certifications:*

- CPA State of Oklahoma
- Minimum Qualifications:
  - A bachelor's degree with 150 credit hours of college credit;
  - 30 semester hours in accounting above introductory level (minimum of one auditing course);
  - 9 upper-division hours in business law, economics, statistics, finance, business management, marketing, business communication, management information systems or computer science;
  - Passing all four parts of the Uniform CPA Exam with 75% or higher;
  - Successfully passed the Series 50 Exam February 4, 2016

## ***Disciplinary Information***

Form ADV Part 2B, Item 3

**If there are legal or disciplinary events material to a client's or prospective client's evaluation of the supervised person, disclose all material facts regarding those events.**

- A. A criminal or civil action in a domestic, foreign or military court of competent jurisdiction in which the supervised person
1. was convicted of, or pled guilty or nolo contendere ("no contest") to (a) any felony; (b) a misdemeanor that involved investments or an investment-related business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, or extortion; or (c) a conspiracy to commit any of these offenses;
  2. is the named subject of a pending criminal proceeding that involves an investment-related business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses;

3. was found to have been involved in a violation of an investment-related statute or regulation; or
4. was the subject of any order, judgment, or decree permanently or temporarily enjoining, or otherwise limiting, the supervised person from engaging in any investment-related activity, or from violating any investment-related statute, rule, or order.

**Mr. Wolff does not have any information reportable to this section.**

- B. An administrative proceeding before the SEC, any other federal regulatory agency, any state regulatory agency, or any foreign financial regulatory authority in which the supervised person
1. was found to have caused an investment-related business to lose its authorization to do business; or
  2. was found to have been involved in a violation of an investment-related statute or regulation and was the subject of an order by the agency or authority
    - (a) denying, suspending, or revoking the authorization of the supervised person to act in an investment-related business;
    - (b) barring or suspending the supervised person's association with an investment-related business;
    - (c) otherwise significantly limiting the supervised person's investment-related activities; or
    - (d) imposing a civil money penalty of more than \$2,500 on the supervised person.

**Municipal Finance Services, Inc., as well as Jon G. Wolff, the firm's Vice President, consented to an Administrative Proceeding, resulting in an Order issued by the U.S. Securities and Exchange Commission (SEC) dated August 24, 2017. Respondents were accused of violating their fiduciary duty by failing to call attention to, or further investigate or advise a client regarding amendments to the client's continuing disclosure agreements that were improperly prepared and implemented by Bond Counsel representing the issuer on the transaction. Parties have consented to an administrative cease and desist order and associated sanctions as set forth in the Order.**

- C. A self-regulatory organization (SRO) proceeding in which the supervised person
1. was found to have caused an investment-related business to lose its authorization to do business; or
  2. was found to have been involved in a violation of the SRO's rules and was: (i) barred or suspended from membership or from association with other members, or was expelled from membership; (ii) otherwise significantly limited from investment-related activities; or (iii) fined more than \$2,500.

**Mr. Wolff does not have any information reportable to this section.**

- D. Any other proceeding in which a professional attainment, designation, or license of the supervised person was revoked or suspended because of a violation of rules relating to professional conduct. If the supervised person resigned (or otherwise relinquished his attainment, designation, or license) in anticipation of such a proceeding (and the adviser knows, or should have known, of such resignation or relinquishment), disclose the event.

**Mr. Wolff does not have any information reportable to this section.**

### ***Other Business Activities***

Form ADV Part 2B, Item 4

A. If the supervised person is actively engaged in any investment-related business or occupation, including if the supervised person is registered, or has an application pending to register, as a broker-dealer, registered representative of a broker-dealer, futures commission merchant ("FCM"), commodity pool operator ("CPO"), commodity trading advisor ("CTA"), or an associated person of an FCM, CPO, or CTA, disclose this fact and describe the business relationship, if any, between the advisory business and the other business.

- If a relationship between the advisory business and the supervised person's other financial industry activities creates a material conflict of interest with clients, describe the nature of the conflict and generally how you address it.
- If the supervised person receives commissions, bonuses or other compensation based on the sale of securities or other investment products, including as a broker-dealer or registered representative, and including distribution or service ("trail") fees from the sale of mutual funds, disclose this fact. If this compensation is not cash, explain what type of compensation the supervised person receives. Explain that this practice gives the supervised person an incentive to recommend investment products based on the compensation received, rather than on the client's needs.  
[Click here to enter text.](#)

**Mr. Wolff does not have any business activities outside of his duties as Vice President and Investment Adviser Representative for Municipal Finance Services, Inc.**

B. If the supervised person is actively engaged in any business or occupation for compensation not discussed in response to Item 4.A, above, and the other business activity or activities provide a substantial source of the supervised person's income or involve a substantial amount of the supervised person's time, disclose this fact and describe the nature of that business. If the other business activities represent less than 10 percent of the supervised person's time and income, you may presume that they are not substantial.

**Mr. Wolff does not have any business activities outside of his duties as Vice President and Investment Adviser Representative for Municipal Finance Services, Inc.**

### ***Additional Compensation***

Form ADV Part 2B, Item 5

If someone who is not a client provides an economic benefit to the supervised person for providing advisory services, generally describe the arrangement. For purposes of this Item, economic benefits include sales awards and other prizes, but do not include the supervised person's regular salary. Any bonus that is based, at least in part, on the number or amount of sales, client referrals, or new accounts should be considered an economic benefit, but other regular bonuses should not.

**Mr. Wolff does not receive any additional compensation for providing advisory services beyond that received as a result of his capacity as Vice President and Investment Adviser Representative for Municipal Finance Services.**

### **Supervision**

Form ADV Part 2B, Item 6

Explain how you supervise the supervised person, including how you monitor the advice the supervised person provides to clients. Provide the name, title and telephone number of the person responsible for supervising the supervised person's advisory activities on behalf of your firm.

**Rick Smith, President of the firm is responsible for supervising the advisory activities of Jon Gayland Wolff. Mr. Smith monitors and sets guidelines on the advisory services provided to clients. Mr. Smith can be reached at 405-340-1727.**

### **Requirements for State-Registered Advisers**

Form ADV Part 2B, Item 7

A. In addition to the events listed in Item 3 of Part 2B, if the supervised person has been involved in one of the events listed below, disclose all material facts regarding the event.

1. An award or otherwise being found liable in an arbitration claim alleging damages in excess of \$2,500, involving any of the following:

- (a) an investment or an investment-related business or activity;
- (b) fraud, false statement(s), or omissions;
- (c) theft, embezzlement, or other wrongful taking of property;
- (d) bribery, forgery, counterfeiting, or extortion; or
- (e) dishonest, unfair, or unethical practices.

2. An award or otherwise being found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:

- (a) an investment or an investment-related business or activity;
- (b) fraud, false statement(s), or omissions;
- (c) theft, embezzlement, or other wrongful taking of property;
- (d) bribery, forgery, counterfeiting, or extortion; or
- (e) dishonest, unfair, or unethical practices.

**Mr. Wolff has never been the subject of an arbitration claim or any disclosable regulatory, civil or administrative proceeding related to the above events.**

B. If the supervised person has been the subject of a bankruptcy petition, disclose that fact, the date the petition was first brought, and the current status.

**Mr. Wolff has never been the subject of a bankruptcy petition.**

**Ben Arthur Oglesby**

**Municipal Finance Services, Inc.**

3933 E Covell Rd

Edmond, Oklahoma 73034

Phone (405) 340-1727

March 26, 2019

**FORM ADV PART 2B  
BROCHURE SUPPLEMENT**

**This brochure supplement provides information about Ben Arthur Oglesby that supplements the Municipal Finance Services, Inc. brochure. You should have received a copy of that brochure. Please contact Mitch Robinson at 405/340-1727 if you did not receive Municipal Finance Services, Inc.'s brochure or if you have any questions about the contents of this supplement.**

**Additional information about Ben Arthur Oglesby is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**



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## ***Educational Background and Business Experience***

Form ADV Part 2B, Item 2

**Disclose the supervised person's name, age (or year of birth), formal education after high school, and business background (including an identification of the specific positions held) for the preceding five years. If the supervised person has no high school education, no formal education after high school, or no business background, disclose this fact. You may list any professional designations held by the supervised person, but if you do so, you must provide a sufficient explanation of the minimum qualifications required for each designation to allow clients to understand the value of the designation.**

Name: Ben Arthur Oglesby

*Year of Birth:* 1968

*Formal Education after High School:*

- University of Alabama, Tuscaloosa, Alabama
- Bachelor of Science Degree in Economics, in 1991
- University of Tennessee, Knoxville, 36 graduate hours in Economics, no degree

*Business Background for the Previous Five Years:*

- Municipal Finance Services, Inc., Financial Analyst
- Registered Investment Advisor Representative
- Registered Municipal Advisor Representative

*Certifications:*

- Successfully passed the Series 50 Exam February 5, 2016

## ***Disciplinary Information***

Form ADV Part 2B, Item 3

**If there are legal or disciplinary events material to a client's or prospective client's evaluation of the supervised person, disclose all material facts regarding those events.**

- A. A criminal or civil action in a domestic, foreign or military court of competent jurisdiction in which the supervised person
1. was convicted of, or pled guilty or nolo contendere ("no contest") to (a) any felony; (b) a misdemeanor that involved investments or an investment-related business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, or extortion; or (c) a conspiracy to commit any of these offenses;
  2. is the named subject of a pending criminal proceeding that involves an investment-related business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses;
  3. was found to have been involved in a violation of an investment-related statute or regulation; or
  4. was the subject of any order, judgment, or decree permanently or temporarily enjoining, or otherwise limiting, the supervised person from engaging in any investment-related activity, or from violating any investment-related statute, rule, or order.

**Mr. Oglesby does not have any information reportable to this section.**

- B. An administrative proceeding before the SEC, any other federal regulatory agency, any state regulatory agency, or any foreign financial regulatory authority in which the supervised person
1. was found to have caused an investment-related business to lose its authorization to do business; or
  2. was found to have been involved in a violation of an investment-related statute or regulation and was the subject of an order by the agency or authority
    - (a) denying, suspending, or revoking the authorization of the supervised person to act in an investment-related business;
    - (b) barring or suspending the supervised person's association with an investment-related business;
    - (c) otherwise significantly limiting the supervised person's investment-related activities; or
    - (d) imposing a civil money penalty of more than \$2,500 on the supervised person.

**Mr. Oglesby does not have any information reportable to this section.**

- C. A self-regulatory organization (SRO) proceeding in which the supervised person
1. was found to have caused an investment-related business to lose its authorization to do business; or
  2. was found to have been involved in a violation of the SRO's rules and was: (i) barred or suspended from membership or from association with other members, or was expelled from membership; (ii) otherwise significantly limited from investment-related activities; or (iii) fined more than \$2,500.

**Mr. Oglesby does not have any information reportable to this section.**

- D. Any other proceeding in which a professional attainment, designation, or license of the supervised person was revoked or suspended because of a violation of rules relating to professional conduct. If the supervised person resigned (or otherwise relinquished his attainment, designation, or license) in anticipation of such a proceeding (and the adviser knows, or should have known, of such resignation or relinquishment), disclose the event.

**Mr. Oglesby does not have any information reportable to this section.**

### ***Other Business Activities***

Form ADV Part 2B, Item 4

- A. If the supervised person is actively engaged in any investment-related business or occupation, including if the supervised person is registered, or has an application pending to register, as a broker-dealer, registered representative of a broker-dealer, futures commission merchant ("FCM"), commodity pool operator ("CPO"), commodity trading advisor ("CTA"), or an associated person of an FCM, CPO, or CTA, disclose this fact and describe the business relationship, if any, between the advisory business and the other business.
- If a relationship between the advisory business and the supervised person's other financial industry activities creates a material conflict of interest with clients, describe the nature of the conflict and generally how you address it.

- If the supervised person receives commissions, bonuses or other compensation based on the sale of securities or other investment products, including as a broker-dealer or registered representative, and including distribution or service ("trail") fees from the sale of mutual funds, disclose this fact. If this compensation is not cash, explain what type of compensation the supervised person receives. Explain that this practice gives the supervised person an incentive to recommend investment products based on the compensation received, rather than on the client's needs.

**Mr. Oglesby does not have any business activities outside of his duties as, Financial Analyst and Investment Adviser Representative for Municipal Finance Services, Inc.**

- B. If the supervised person is actively engaged in any business or occupation for compensation not discussed in response to Item 4.A, above, and the other business activity or activities provide a substantial source of the supervised person's income or involve a substantial amount of the supervised person's time, disclose this fact and describe the nature of that business. If the other business activities represent less than 10 percent of the supervised person's time and income, you may presume that they are not substantial.

**Mr. Oglesby does not have any business activities outside of his duties as, Financial Analyst and Investment Adviser Representative for Municipal Finance Services, Inc.**

### ***Additional Compensation***

Form ADV Part 2B, Item 5

If someone who is not a client provides an economic benefit to the supervised person for providing advisory services, generally describe the arrangement. For purposes of this Item, economic benefits include sales awards and other prizes, but do not include the supervised person's regular salary. Any bonus that is based, at least in part, on the number or amount of sales, client referrals, or new accounts should be considered an economic benefit, but other regular bonuses should not.

**Mr. Oglesby does not receive any additional compensation for providing advisory services beyond that received as a result of his capacity as Financial Analyst and Investment Advisor Representative for Municipal Finance Services.**

### ***Supervision***

Form ADV Part 2B, Item 6

Explain how you supervise the supervised person, including how you monitor the advice the supervised person provides to clients. Provide the name, title and telephone number of the person responsible for supervising the supervised person's advisory activities on behalf of your firm.

**Rick Smith, President of the firm is responsible for supervising the advisory activities of Ben Arthur Oglesby. Mr. Smith monitors and sets guidelines on the advisory services provided to clients. Mr. Smith can be reached at 405-340-1727.**

### **Requirements for State-Registered Advisers**

Form ADV Part 2B, Item 7

A. In addition to the events listed in Item 3 of Part 2B, if the supervised person has been involved in one of the events listed below, disclose all material facts regarding the event.

1. An award or otherwise being found liable in an arbitration claim alleging damages in excess of \$2,500, involving any of the following:

- (a) an investment or an investment-related business or activity;
- (b) fraud, false statement(s), or omissions;
- (c) theft, embezzlement, or other wrongful taking of property;
- (d) bribery, forgery, counterfeiting, or extortion; or
- (e) dishonest, unfair, or unethical practices.

2. An award or otherwise being found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:

- (a) an investment or an investment-related business or activity;
- (b) fraud, false statement(s), or omissions;
- (c) theft, embezzlement, or other wrongful taking of property;
- (d) bribery, forgery, counterfeiting, or extortion; or
- (e) dishonest, unfair, or unethical practices.

**Mr. Oglesby has never been the subject of an arbitration claim or any disclosable regulatory, civil or administrative proceeding.**

B. If the supervised person has been the subject of a bankruptcy petition, disclose that fact, the date the petition was first brought, and the current status.

**Mr. Oglesby has never been the subject of a bankruptcy petition.**

**Christopher Jordan Wolff**

**Municipal Finance Services, Inc.**

3933 E Covell Rd

Edmond, Oklahoma 73034

Phone (405) 340-1727

March 26, 2019

**FORM ADV PART 2B  
BROCHURE SUPPLEMENT**

**This brochure supplement provides information about Christopher Jordan Wolff that supplements the Municipal Finance Services, Inc. brochure. You should have received a copy of that brochure. Please contact Mitch Robinson at 405/340-1727 if you did not receive Municipal Finance Services, Inc.'s brochure or if you have any questions about the contents of this supplement.**

**Additional information about Christopher Jordan Wolff is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

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## ***Educational Background and Business Experience***

Form ADV Part 2B, Item 2

**Disclose the supervised person's name, age (or year of birth), formal education after high school, and business background (including an identification of the specific positions held) for the preceding five years. If the supervised person has no high school education, no formal education after high school, or no business background, disclose this fact. You may list any professional designations held by the supervised person, but if you do so, you must provide a sufficient explanation of the minimum qualifications required for each designation to allow clients to understand the value of the designation.**

Name: Chris Wolff

Year of Birth: 1989

**Formal Education after High School:**

- University of Central Oklahoma, Edmond, Oklahoma
- Bachelor of Science Degree in Finance, in 2011
- 

**Business Background for the Previous Five Years:**

- Municipal Finance Services, Inc., Financial Analyst
- Registered Investment Advisor Representative
- Registered Municipal Advisor Representative

**Certifications:**

- Successfully passed the Series 50 Exam February 4, 2016

## ***Disciplinary Information***

Form ADV Part 2B, Item 3

**If there are legal or disciplinary events material to a client's or prospective client's evaluation of the supervised person, disclose all material facts regarding those events.**

A. A criminal or civil action in a domestic, foreign or military court of competent jurisdiction in which the supervised person

1. was convicted of, or pled guilty or nolo contendere ("no contest") to (a) any felony; (b) a misdemeanor that involved investments or an investment-related business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, or extortion; or (c) a conspiracy to commit any of these offenses;
2. is the named subject of a pending criminal proceeding that involves an investment-related business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses;
3. was found to have been involved in a violation of an investment-related statute or regulation; or
4. was the subject of any order, judgment, or decree permanently or temporarily enjoining, or otherwise limiting, the supervised person from engaging in any investment-related activity, or from violating any investment-related statute, rule, or order.

**Mr. Wolff does not have any information reportable to this section.**



- B. An administrative proceeding before the SEC, any other federal regulatory agency, any state regulatory agency, or any foreign financial regulatory authority in which the supervised person
1. was found to have caused an investment-related business to lose its authorization to do business; or
  2. was found to have been involved in a violation of an investment-related statute or regulation and was the subject of an order by the agency or authority
    - (a) denying, suspending, or revoking the authorization of the supervised person to act in an investment-related business;
    - (b) barring or suspending the supervised person's association with an investment-related business;
    - (c) otherwise significantly limiting the supervised person's investment-related activities; or
    - (d) imposing a civil money penalty of more than \$2,500 on the supervised person.

**Mr. Wolff does not have any information reportable to this section.**

- C. A self-regulatory organization (SRO) proceeding in which the supervised person
1. was found to have caused an investment-related business to lose its authorization to do business; or
  2. was found to have been involved in a violation of the SRO's rules and was: (i) barred or suspended from membership or from association with other members, or was expelled from membership; (ii) otherwise significantly limited from investment-related activities; or (iii) fined more than \$2,500.

**Mr. Wolff does not have any information reportable to this section.**

- D. Any other proceeding in which a professional attainment, designation, or license of the supervised person was revoked or suspended because of a violation of rules relating to professional conduct. If the supervised person resigned (or otherwise relinquished his attainment, designation, or license) in anticipation of such a proceeding (and the adviser knows, or should have known, of such resignation or relinquishment), disclose the event.

**Mr. Wolff does not have any information reportable to this section.**

### ***Other Business Activities***

Form ADV Part 2B, Item 4

- A. If the supervised person is actively engaged in any investment-related business or occupation, including if the supervised person is registered, or has an application pending to register, as a broker-dealer, registered representative of a broker-dealer, futures commission merchant ("FCM"), commodity pool operator ("CPO"), commodity trading advisor ("CTA"), or an associated person of an FCM, CPO, or CTA, disclose this fact and describe the business relationship, if any, between the advisory business and the other business.
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- If the supervised person receives commissions, bonuses or other compensation based on the sale of securities or other investment products, including as a broker-dealer or registered representative, and including distribution or service (“trail”) fees from the sale of mutual funds, disclose this fact. If this compensation is not cash, explain what type of compensation the supervised person receives. Explain that this practice gives the supervised person an incentive to recommend investment products based on the compensation received, rather than on the client’s needs.

**Mr. Wolff does not have any business activities outside of his duties as Investment Adviser Representative for Municipal Finance Services, Inc.**

- B. If the supervised person is actively engaged in any business or occupation for compensation not discussed in response to Item 4.A, above, and the other business activity or activities provide a substantial source of the supervised person’s income or involve a substantial amount of the supervised person’s time, disclose this fact and describe the nature of that business. If the other business activities represent less than 10 percent of the supervised person’s time and income, you may presume that they are not substantial.

**Mr. Wolff does not have any business activities outside of his duties as Financial Analyst and Investment Adviser Representative for Municipal Finance Services, Inc.**

### ***Additional Compensation***

Form ADV Part 2B, Item 5

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**Mr. Wolff does not receive any additional compensation for providing advisory services beyond that received as a result of his capacity as Financial Analyst and Investment Advisor Representative of Municipal Finance Services.**

### ***Supervision***

Form ADV Part 2B, Item 6

Explain how you supervise the supervised person, including how you monitor the advice the supervised person provides to clients. Provide the name, title and telephone number of the person responsible for supervising the supervised person’s advisory activities on behalf of your firm.

**Rick Smith, President of the firm is responsible for supervising the advisory activities of Chris Wolff. Mr. Smith monitors and sets guidelines on the advisory services provided to clients. Mr. Smith can be reached at 405-340-1727.**

### **Requirements for State-Registered Advisers**

Form ADV Part 2B, Item 7

A. In addition to the events listed in Item 3 of Part 2B, if the supervised person has been involved in one of the events listed below, disclose all material facts regarding the event.

1. An award or otherwise being found liable in an arbitration claim alleging damages in excess of \$2,500, involving any of the following:

- (a) an investment or an investment-related business or activity;
- (b) fraud, false statement(s), or omissions;
- (c) theft, embezzlement, or other wrongful taking of property;
- (d) bribery, forgery, counterfeiting, or extortion; or
- (e) dishonest, unfair, or unethical practices.

2. An award or otherwise being found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:

- (a) an investment or an investment-related business or activity;
- (b) fraud, false statement(s), or omissions;
- (c) theft, embezzlement, or other wrongful taking of property;
- (d) bribery, forgery, counterfeiting, or extortion; or
- (e) dishonest, unfair, or unethical practices.

**Mr. Wolff has never been the subject of an arbitration claim or any disclosable regulatory, civil or administrative proceeding.**

B. If the supervised person has been the subject of a bankruptcy petition, disclose that fact, the date the petition was first brought, and the current status.

**Mr. Wolff has never been the subject of a bankruptcy petition.**

**Mitchell Kean Robinson**

**Municipal Finance Services, Inc.**

3933 E Covell Rd

Edmond, Oklahoma 73034

Phone (405) 340-1727

March 26, 2019

**FORM ADV PART 2B  
BROCHURE SUPPLEMENT**

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**Additional information about Mitchell Kean Robinson is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

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## ***Educational Background and Business Experience***

Form ADV Part 2B, Item 2

**Disclose the supervised person's name, age (or year of birth), formal education after high school, and business background (including an identification of the specific positions held) for the preceding five years. If the supervised person has no high school education, no formal education after high school, or no business background, disclose this fact. You may list any professional designations held by the supervised person, but if you do so, you must provide a sufficient explanation of the minimum qualifications required for each designation to allow clients to understand the value of the designation.**

Name: Mitchell Kean Robinson

*Year of Birth:* 1969

*Formal Education after High School:*

- University of Oklahoma, Norman, Oklahoma
- Bachelor of Science Degree in Business Administration in 1991

*Business Background for the Previous Five Years:*

- Regent Financial Services, Chief Compliance Officer December 2012 to Present
- Drawbridge Capital, Chief Compliance Officer
- Registered Investment Advisor Representative
- Registered Representative
- Registered Principal

*Certifications:*

- Series 7, 63, 65 & 24. Currently preparing to take the Series 50 exam.

## ***Disciplinary Information***

Form ADV Part 2B, Item 3

**If there are legal or disciplinary events material to a client's or prospective client's evaluation of the supervised person, disclose all material facts regarding those events.**

- A. A criminal or civil action in a domestic, foreign or military court of competent jurisdiction in which the supervised person
1. was convicted of, or pled guilty or nolo contendere ("no contest") to (a) any felony; (b) a misdemeanor that involved investments or an investment-related business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, or extortion; or (c) a conspiracy to commit any of these offenses;
  2. is the named subject of a pending criminal proceeding that involves an investment-related business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses;
  3. was found to have been involved in a violation of an investment-related statute or regulation; or
  4. was the subject of any order, judgment, or decree permanently or temporarily enjoining, or otherwise limiting, the supervised person from engaging in any investment-related activity, or from violating any investment-related statute, rule, or order.

**Mr. Robinson does not have any information reportable to this section.**

- B. An administrative proceeding before the SEC, any other federal regulatory agency, any state regulatory agency, or any foreign financial regulatory authority in which the supervised person
1. was found to have caused an investment-related business to lose its authorization to do business; or
  2. was found to have been involved in a violation of an investment-related statute or regulation and was the subject of an order by the agency or authority
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    - (d) imposing a civil money penalty of more than \$2,500 on the supervised person.

**Mr. Robinson does not have any information reportable to this section.**

- C. A self-regulatory organization (SRO) proceeding in which the supervised person
1. was found to have caused an investment-related business to lose its authorization to do business; or
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- D. Any other proceeding in which a professional attainment, designation, or license of the supervised person was revoked or suspended because of a violation of rules relating to professional conduct. If the supervised person resigned (or otherwise relinquished his attainment, designation, or license) in anticipation of such a proceeding (and the adviser knows, or should have known, of such resignation or relinquishment), disclose the event.

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***Other Business Activities***

Form ADV Part 2B, Item 4

- A. If the supervised person is actively engaged in any investment-related business or occupation, including if the supervised person is registered, or has an application pending to register, as a broker-dealer, registered representative of a broker-dealer, futures commission merchant ("FCM"), commodity pool operator ("CPO"), commodity trading advisor ("CTA"), or an associated person of an FCM, CPO, or CTA, disclose this fact and describe the business relationship, if any, between the advisory business and the other business.
- If a relationship between the advisory business and the supervised person's other financial industry activities creates a material conflict of interest with clients, describe the nature of the conflict and generally how you address it.

- If the supervised person receives commissions, bonuses or other compensation based on the sale of securities or other investment products, including as a broker-dealer or registered representative, and including distribution or service (“trail”) fees from the sale of mutual funds, disclose this fact. If this compensation is not cash, explain what type of compensation the supervised person receives. Explain that this practice gives the supervised person an incentive to recommend investment products based on the compensation received, rather than on the client’s needs.

**Mr. Robinson is a registered representative and an investment advisor representative licensed in the State of Oklahoma. Mr. Robinson performs supervisory functions for Regent Financial Services, Inc. in Tulsa, Oklahoma on a limited basis. Mr. Robinson does not participate in the sale or purchase of investment products, nor does Mr. Robinson receive any compensation related to the purchase or sale of investment products. Mr. Robinson has no interaction with clients and specifically performs supervisory review functions. The performance of the supervisory duties does not compromise or effect his ability to operate as the Chief Compliance Officer for Municipal Finance Services, Inc. No material conflict of interest exists.**

- B. If the supervised person is actively engaged in any business or occupation for compensation not discussed in response to Item 4.A, above, and the other business activity or activities provide a substantial source of the supervised person’s income or involve a substantial amount of the supervised person’s time, disclose this fact and describe the nature of that business. If the other business activities represent less than 10 percent of the supervised person’s time and income, you may presume that they are not substantial.

**Mr. Robinson does not have any business activities outside of his duties as, Chief Compliance Officer for Municipal Finance Services, Inc.**

### ***Additional Compensation***

Form ADV Part 2B, Item 5

If someone who is not a client provides an economic benefit to the supervised person for providing advisory services, generally describe the arrangement. For purposes of this Item, economic benefits include sales awards and other prizes, but do not include the supervised person’s regular salary. Any bonus that is based, at least in part, on the number or amount of sales, client referrals, or new accounts should be considered an economic benefit, but other regular bonuses should not.

**Mr. Robinson does not receive any additional compensation for providing advisory services beyond that received as a result of his capacity as Chief Compliance Officer for Municipal Finance Services.**

### ***Supervision***

Form ADV Part 2B, Item 6

Explain how you supervise the supervised person, including how you monitor the advice the supervised person provides to clients. Provide the name, title and telephone number of the person responsible for supervising the supervised person’s advisory activities on behalf of your firm.

**Rick Smith, President of the firm is responsible for supervising the advisory activities of Mitchell Kean Robinson. Mr. Smith monitors and sets guidelines on the advisory services provided to clients. Mr. Smith can be reached at 405-340-1727.**



### **Requirements for State-Registered Advisers**

Form ADV Part 2B, Item 7

A. In addition to the events listed in Item 3 of Part 2B, if the supervised person has been involved in one of the events listed below, disclose all material facts regarding the event.

1. An award or otherwise being found liable in an arbitration claim alleging damages in excess of \$2,500, involving any of the following:

- (a) an investment or an investment-related business or activity;
- (b) fraud, false statement(s), or omissions;
- (c) theft, embezzlement, or other wrongful taking of property;
- (d) bribery, forgery, counterfeiting, or extortion; or
- (e) dishonest, unfair, or unethical practices.

2. An award or otherwise being found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:

- (a) an investment or an investment-related business or activity;
- (b) fraud, false statement(s), or omissions;
- (c) theft, embezzlement, or other wrongful taking of property;
- (d) bribery, forgery, counterfeiting, or extortion; or
- (e) dishonest, unfair, or unethical practices.

**Mr. Robinson has never been the subject of an arbitration claim or any disclosable regulatory, civil or administrative proceeding.**

B. If the supervised person has been the subject of a bankruptcy petition, disclose that fact, the date the petition was first brought, and the current status.

**Mr. Robinson has never been the subject of a bankruptcy petition.**

July 11, 2019

## **MUNICIPAL ADVISOR SERVICES AGREEMENT**

### **CITY OF SAPULPA GENERAL OBLIGATION BONDS**

THIS AGREEMENT is entered into by and among MUNICIPAL FINANCE SERVICES, INC. (“MFSOK”) and the CITY OF SAPULPA, OKLAHOMA (the “Client”).

The client desires to engage MFSOK, as Municipal Advisor to assist in the issuance of general obligation bonds to fund various capital improvements in association with a proposed general obligation bond election to be held in 2019 or 2020. MFSOK would also assist in the issuance of general obligation refunding bonds as requested.

#### ***I. Scope of Services.***

MFSOK will render the following services as municipal advisor to the Client:

- A. Prepare a preliminary financial analysis providing possible terms, dollar amounts, interest rates, debt service, and tax levy requirements on the bonds, and a schedule outlining the various steps involved in the bond authorization and issuance process.
- B. MFSOK will provide certain services and documents to sell the bonds in a timely manner. Such services would include:
  - (i) Assist Client in the preparation of Official Statements;
  - (ii) Assist Client in the preparation of a Notice of Sale and Instructions to Bidders;
  - (iii) Assist Client in obtaining appropriate ratings and/or credit enhancement for the bonds, as appropriate;
  - (iv) Oversee, along the Client’s staff, the sale of bonds and advise the Client on the adequacy of interest rates, yields, and other financing terms offered;

- (v) Review certain documents related to the issuance of the bonds to ensure conformity with the financing plan;
- (vi) Assist Bond Counsel in the preparation of the Transcript of Proceedings for submission to the Oklahoma Attorney General for review and approval;
- (vii) Coordinate the bond closing with Client, the purchaser of the bonds, Bond Counsel, and other parties.

MFSOK and Client acknowledge that Client shall be represented by appropriate legal counsel, including but not limited to Bond Counsel, Disclosure Counsel or Special Tax Counsel, on any financing under separate contract or contracts. Neither MFSOK as Municipal Advisor nor its Municipal Advisor Representatives are licensed to engage in the practice of law and, consequently, will offer no legal advice. None of the fee for services under this agreement relates to legal services. If such legal services are necessary, it shall be the responsibility of the Client to obtain them.

MFSOK's services are limited to those specifically set forth herein. MFSOK's services do not extend past the date of issuance of the Bonds and will not, for example, include services related to rebate compliance or continuing disclosure filings or otherwise related to the Bonds, Bond proceeds or the Financing after issuance of the Bonds.

## ***II. Compensation and Reimbursements.***

- A. Compensation for Municipal Advisor Services. For services as municipal advisor to the Client, MFSOK shall be paid at the time of issuance a fee in the amount of three-quarters of one percent (0.75%) of the par amount of each series of Bonds issued, with a minimum fee of \$20,000 per series of bonds issued.
- B. Expenses. MFSOK shall also be paid a fixed amount of \$2,500.00 to cover expenses incurred as part of the transaction, provided that any filing, publication, recording or printing costs or similar third party costs such as rating or credit enhancement fees, Attorney General Bond Examination fees, registrar-paying agent fees, bond counsel fees, official statement printing and the cost of holding an election or other costs related thereto, are additional costs that shall be paid directly by the City.
- C. Payment and Contingency. Fees and expenses shall be payable by Client at the time of issuance of the Bonds. Payment for all fees and expenses hereunder shall be made at closing from proceeds of the Bonds or from other available funds of the Client and shall be contingent upon issuance of the Bonds, except for publication costs associated with an election.

**III. Term, Termination and Successors.**

- A. Term of Agreement. Unless terminated as provided herein, the term of this Agreement shall be the closing date of the final Financing authorized by the referenced general obligation bond election to be held in 2019 or 2020 and the closing date of any general obligation refunding bond financing requiring MFSOK assistance as requested by the Client.
- B. Termination of Agreement and Services. This Agreement and all municipal advisor services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for the Client, shall, at the option of Client, become its property and shall be delivered to it or any party it may designate, provided that MFSOK shall have no liability whatsoever for any subsequent use of such documents.

**IV. Successors and Assigns.**

MFSOK may not assign its obligations under this Agreement without the written consent of Client except to a successor partnership or corporation to which all or substantially all of the assets and operations of MFSOK are transferred. Client may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the Bonds (if not the Client). Client shall not otherwise assign its rights and obligations under this Agreement without written consent of MFSOK. All references to MFSOK and Client in this Agreement shall be deemed to refer to any successor of MFSOK and to any such assignee of Client and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

**V. Municipal Advisor Registration and Acknowledgement.**

Pursuant to Municipal Securities Rulemaking Board Rule (MSRB) G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal advisory client and/or obligated person clients which include the following:

Municipal Finance Services, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (SEC) and the MSRB. In addition, MFSOK is also registered as an Investment Advisor with the State of Oklahoma.

Within the MSRB website at [www.msrb.org](http://www.msrb.org), the Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

**VI. Conflict of Interest Statement.**

As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client. During the diligence process, MFSOK has determined that no material conflict of interest has been identified.

Since the compensation arrangement included in Section II includes a component that is based on the completion of a transaction, this may be viewed as a conflict of interest regarding our ability to provide unbiased advice to enter into such transaction. This viewed conflict of interest will not impair MFSOK's ability to render unbiased and competent advice to the Client. The fee paid to MFSOK increases the cost of borrowing to the Client. The increased cost occurs from compensating MFSOK for municipal advisory services provided.

MFSOK serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another MFSOK client. For example, MFSOK serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, MFSOK could potentially face a conflict of interest arising from these competing client interests. MFSOK fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

If MFSOK becomes aware of any actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Client a supplement written disclosure with sufficient details of the change, if any, which will allow the Client to evaluate the situation.

#### ***VII. Legal Events and Disciplinary History.***

A regulatory disclosure action has been made on MFSOK's Form MA and on Form MA-I for two of MFSOK's municipal advisory personnel relating to a 2017 U.S. Securities and Exchange Commission ("SEC") order. The details of which are available in Item 9; C (2), C (4), C (5) and the corresponding regulatory action DRP section on Form MA and Item 6: C (2), C (4), C (5), C (6) and the corresponding regulatory action DRP section on Form MA-I for both Rick A. Smith and Jon Wolff. In addition, the Oklahoma Department of Securities adopted the above proceedings which are identified in Item 9; D (2), D (4) and the corresponding regulatory action DRP section on Form MA.

The Client may electronically access MFSOK's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

[www.sec.gov/edgar/searchedgar/companysearch.html](http://www.sec.gov/edgar/searchedgar/companysearch.html).

There has been no change to any legal or disciplinary event that has been disclosed on MFSOK's SEC registration for MA filings since December 18, 2017.

#### ***VIII. Fiduciary Duty.***

MFSOK is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board ("MSRB"). As such, MFSOK has a Fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following:

Duty of Care:

- A. exercise due care in performing its municipal advisory activities;

- B. possess the degree of knowledge and expertise needed to provide the Client with informed advice;
- C. make a reasonable inquiry as to the facts that are relevant to the Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client; and
- D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:
  - a. any advice provided to or on behalf of the Client;
  - b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client securities; and
  - c. any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

MFSOK must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to the financial or other interests of MFSOK. MFSOK will eliminate or provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). MFSOK will not engage in municipal advisory activities with the Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Client's best interests. As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client.

***IX. Recommendations.***

If MFSOK makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Client and is within the scope of the engagement, MFSOK will determine, based on the information obtained through reasonable diligence of MFSOK whether a municipal securities transaction or municipal financial product is suitable for the Client. In addition, MFSOK will inform the Client of:

- A. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- B. the basis upon which MFSOK reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Client; and

- C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If the Client elects a course of action that is independent of or contrary to the advice provided by MFSOK, MFSOK is not required on that basis to disengage from the Client.

**X. Record Retention.**

Pursuant to the SEC, the MSRB and the Oklahoma Department of Securities record retention regulations, Municipal Finance Services, Inc. will maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Client for six (6) years.

**XI. Notices.**

Any and all notices pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

MFSOK:

Municipal Finance Services, Inc.  
Attn: Jon G. Wolff  
3933 E. Covell Road  
Edmond, OK 73034

CLIENT:

City of Sapulpa  
Attn: City Manager  
PO Box 1130  
Sapulpa, OK 74067-1130

[Remainder of this page intentionally left blank]

**Acceptance**

If there are any questions regarding the above, please do not hesitate to contact Municipal Finance Services, Inc. If the foregoing terms meet with your approval, please indicate your acceptance by executing all original copies of this letter and keeping one copy for your file.

By signing this agreement, the Client agrees to the provisions set forth in the agreement and understands their respective rights, duties and responsibilities. Furthermore, the Scope of Services contained herein have been reviewed and are hereby approved. In addition, the Client acknowledges receipt of the Form ADV Part 2A Brochure and 2B Brochure Supplements.

The Client and MFSOK have executed this Agreement by the duly authorized representatives as of the date provided hereof and such Agreement was approved on July 15, 2019 at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: \_\_\_\_\_  
Jon G. Wolff, Vice President

CITY OF SAPULPA, OKLAHOMA

By: \_\_\_\_\_  
Title: Mayor





**AGENDA ITEM**

**Administration 10.C.**

**City Council Regular**

**Meeting Date:** July 15, 2019

**Submitted By:** Amy Hoehner, Legal Assistant

**Department:** City Manager

**Presented By:** Joan Riley

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**SUBJECT:**

Discussion and possible action regarding an Agreement between the City of Sapulpa and Uptown Sapulpa Action, Inc. ("Sapulpa Main Street") to provide economic development programs to enhance the growth of downtown Sapulpa, Oklahoma for an amount not to exceed \$30,000.00.

**BACKGROUND:**

Uptown Sapulpa Action, Inc. ("Main Street") is currently contracted to provide economic development programs that enhance the growth, image, and development of downtown Sapulpa. The renewal term of the Contract shall be from July 1, 2019 to June 30, 2020, for an amount not to exceed Thirty Thousand Dollars (\$30,000). Contractor agrees to maintain comprehensive general liability insurance coverage and fully indemnifies the City against any such claims, demands, suits, or judgments made in connection with the services provided by contractor. The agreement also contains a 75 day no cause termination provision.

**RECOMMENDATION:**

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

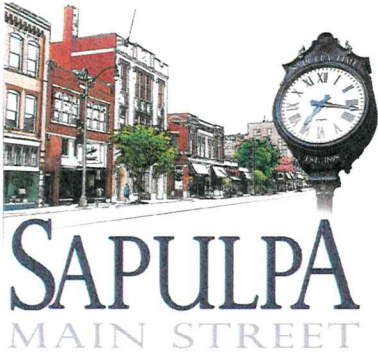
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**Attachments**

Letter from Main Street Director

Agreement

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*Preserve the Past, Promote the Present, Protect the Future*

Members of the City Council and Administrators,

As we look back on this past year at Sapulpa Main Street, we find it was an exciting year, filled with positive changes. We celebrated 29 years as a Main Street program, making great progress in enhancing our downtown area.

The 2019 Route 66 Blowout and 1<sup>st</sup> Blowout Cruise Night was a huge success after a week long process of dealing with storm damage to our downtown and community. It brought people out and gave them a break of dealing with their damages that the storms caused. This event brings people from many different states to our community. It's always a great feeling seeing so many of our fellow community businesses, schools and volunteers working together to make this event such a success.

As we begin work this new year, we have several goals to work towards. We continue to work towards developing the upper floors of the downtown buildings into market rate housing. Our downtown area is growing by leaps and bounds with several new businesses entering in vacant spaces, buildings have been bought and will have new life in them. Interest continues to grow and it's important to continue with the development of our upper floor areas as single and multi-family housing. We continue to work with our current building owners to offer façade grants to help improve the exteriors of their buildings.

Our Economic Vitality committee has had great success with our latest concert series - "Rock the Route". This event brings the community downtown to experience a great evening of music, food, and fellowship, as well as a time to invite prospective developers down to see what Sapulpa has to offer. We truly believe that the city is going to see positive changes in Hobson Street in the near future, and Main Street is excited to be a part of this transformation.

The Farmers Market continues to grow in size and in popularity. This year we are accepting the SNAP benefit cards as well as the Senior Nutrition cards. The market is a great community event bringing together small business and locally grown goods, to help bring the community together on Saturday mornings! While the market brings in local sales tax dollars, it also helps promote healthy living – just a small way to give back to our citizens.

Our most exciting event this year – was the return of Jingle Bells - \$10,000 Give-a-way! The total of \$20,000 was given away on December 15<sup>th</sup>. The original committee came together to make sure this event came back with all the excitement and attendance as it did back when it originally started. This event is always a favorite that brings the community together and brings everyone shopping local. With the growing SHOP Small Saturday on November 24<sup>th</sup> the committee worked hard to bring the hype to shopping local with fun activities for the business and customers.

We hope you see the difference that Sapulpa Main Street makes in our downtown district!

Sincerely,

  
Cindy Lawrence  
Executive Director  
Sapulpa Main Street

## **Downtown Revitalization Program**

This Contract is made this 14<sup>th</sup> day of June, between the City of Sapulpa, Oklahoma, hereinafter referred to as "City", and Uptown Sapulpa Action, Inc. hereinafter referred to as "Contractor".

WHEREAS, the City of Sapulpa is a municipal corporation in Creek County, Oklahoma; and

Uptown Sapulpa Action, Inc., a non-profit corporation, is an independent contractor able to provide an economic development program that enhances the growth, image, and development of downtown Sapulpa; and

The City Charter empowers the City to protect and safeguard the rights, interest, safety, morality, health and welfare of its inhabitants;

NOW, THEREFORE, the City and Uptown Sapulpa Action, Inc., hereby agree as follows:

1. The contractor will provide an economic development program that will assist in the revitalization of the Sapulpa downtown district.
2. The contract shall extend for the term from July 1, 2019, to June 30, 2020, unless terminated sooner by the City. The City reserves the right to terminate the contract at any time for any reason, without penalty or recourse, on seventy-five (75) days written notice to the contractor. The contract may be extended upon mutual consent of the Board of Councilors and the contractor; however, this option may under no circumstances be construed as conferring a right to or preference for renewal.
3. The City will pay a not to exceed fee for each of the services detailed in this contract. It is understood that the contractor is free to contract with other parties or to otherwise provide additional services, but under not circumstances will the City be obligated to provide more than the total sum for each of the services. These funds shall be released based on the attached payment schedule, Attachment "A".

Any unencumbered funds, which have been advanced to the contractor and remain in its possession at the end of any of the services, contract period or at the time of termination of this contract shall be refunded to the City within fifteen (15) days thereafter.

4. All services to be provided by the contractor shall be performed at the contractor's place of business or as otherwise provided by the contractor. The contractor shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this agreement. The contractor shall be responsible for and in full control of the work of all such personnel.



5. The parties agree that the contractor provides specialized services and that the contractor enters this contract with the City as an independent contractor. Nothing in this contract shall be construed to constitute the independent contractor or any of the contractor's agents or employees as the agent, employee or representative of the City of Sapulpa. As an independent contractor, Uptown Sapulpa Action, Inc. is solely liable for all labor and expenses in connection with its contract and for any and all damage, which may result in connection with this contract.
6. Although the contractor is responsible for all control and supervision of work performed under this contract, the work provided must meet the approval of the city and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include but not limited to a monthly activity and financial report to be provided by the contractor to the City and the right of the City to audit the contractor's records.
7. The contractor agrees to comply with all federal, state and municipal laws, ordinances, rules or regulations applicable to the contractor's business or services or to performance of these services.
8. The contractor agrees to fully indemnify the City against any all claims, demands suits or judgments made by any person in connection with the services provided under this contract.
9. The contractor agrees to obtain comprehensive general liability insurance coverage. The contractor agrees to obtain and keep in force throughout the term of this contract broad form comprehensive general liability insurance with the limits of not less than \$1,000,000 combined single limit per occurrence. The contractor shall provide the City with a certificate of insurance that shows the contractors insurance policy to be primary and name the City as an additional insured.

Dated this \_\_\_\_ day of \_\_\_\_, 2019

City of Sapulpa

\_\_\_\_\_  
Mayor

Attest

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

Approved As to Form:

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

Uptown Sapulpa Action, Inc.,

\_\_\_\_\_  
President

Attest

\_\_\_\_\_  
Treasurer

Attachment "A"  
Payment Schedule

**Economic Development Program** - The total amount is thirty thousand dollars (\$30,000). This sum shall be paid to the contractor in equal monthly installments of \$2,500 payable on or about the 15th day of the month.



**AGENDA ITEM**

**Administration 10.D.**

**City Council Regular**

**Meeting Date:** July 15, 2019

**Submitted For:** Steve Hardt, Economic Development Director

**Submitted By:** Shirley Burzio, City Clerk

**Department:** Public Works

**Presented By:** Steve Hardt

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**SUBJECT:**

Discussion and possible action regarding Contract with Cherokee Pride Construction for construction of an 8” and 6” water main extensions from Hwy. 66 north along Spocogee approximately 2,000 feet to Johnson Ave., to improve water pressure and provide water for the Fire Training Center, in the amount of \$247,597.00.

**BACKGROUND:**

The contract with Cherokee Pride Construction is for construction of a new 1560 LF 6-inch waterline, 862 LF 8-inch waterline and associated appurtenances to serve the Sapulpa Fire Training Facility located on Sahoma Lake Road.

**RECOMMENDATION:**

Staff recommends approval.

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**Fiscal Impact**

**Amount:** \$247,597.00

**To be paid from:** Water Resources Fund

**Account number:** 48-548-405B

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**Attachments**

Contract Cherokee Pride Construction Waterline Fire Training Facility

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AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Sapulpa Municipal Authority, hereinafter called "OWNER" and Cherokee Pride Construction doing business as an individual,) or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Sapulpa Fire Training Facilities Waterline Improvements
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS dated \_\_\_\_\_ and will complete the same within 120 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$247,597.00 or as shown in the BID SCHEDULE.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) ADVERTISEMENT FOR BIDS
  - (B) INFORMATION FOR BIDDERS
  - (C) BID/BID SCHEDULE
  - (D) BID BOND
  - (E) STATEMENT OF BIDDER'S QUALIFICATIONS
  - (F) NONCOLLUSION AFFIDAVIT
  - (G) BUSINESS RELATIONSHIPS AFFIDAVIT
  - (H) AGREEMENT
  - (I) PERFORMANCE BOND
  - (J) MAINTENANCE BOND
  - (K) STATUTORY BOND
  - (L) INSURANCE CERTIFICATE
  - (M) NOTICE OF AWARD
  - (N) NOTICE TO PROCEED
  - (O) GENERAL CONDITIONS



- (P) SUPPLEMENTAL GENERAL CONDITIONS
- (Q) CHANGE ORDERS issued with or subsequent to this Agreement
- (R) SPECIFICATIONS prepared or issued by Tetra Tech and dated April 3, 2019.
- (S) DRAWINGS prepared by Tetra Tech numbered WL-1 through WL-8 and dated March 28, 2019.
- (T) ADDENDA:
  - No. 1, dated April 25,, 2019
  - No. \_\_\_\_\_, dated \_\_\_\_\_, 20
  - No. \_\_\_\_\_, dated \_\_\_\_\_, 20

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this AGREEMENT in 5 (number of copies) each of which shall be deemed an original on the date first above written.

HERE SIGN

HERE SIGN

OWNER:

(SEAL)

SAPULPA MUNICIPAL AUTHORITY

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME: Reg Green  
(Please Type)

NAME: Shirley Burzio  
(Please Type)

TITLE: Mayor

TITLE: Secretary

APPROVED:

BY: David Widdoes

TITLE: City Attorney

CONTRACTOR:

(SEAL)

CHEROKEE PRIDE CONSTRUCTION

ATTEST:

BY: *Harlan E. Yocham, II*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME: HARLAN E. YOCHAM, II  
(Please Type)

NAME: Rosemarie Dowland  
(Please Type)

ADDRESS: P.O. BOX 28  
Sapulpa, OK 74067

TITLE: Secretary

SIGN  
HERE

SIGN  
HERE



**AGENDA ITEM**

**Administration 10.E.**

**City Council Regular**

**Meeting Date:** July 15, 2019

**Submitted By:** Martha Stalker, Library Director

**Department:** Library

**Presented By:** Martha Stalker

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**SUBJECT:**

Discussion and possible action regarding Contract with Broomin' Janitorial Services for Sapulpa Public Library from July 1, 2019 to June 30, 2020 in the amount of \$11,400.00.

**BACKGROUND:**

Janitorial services includes cleaning six days a week at a cost of \$950.00 per month thus totaling \$11,400.00 per year from July 1, 2019 thru June 30, 2020.

**RECOMMENDATION:**

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

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**Fiscal Impact**

**Amount:** \$11,400.00

**To be paid from:** Library Fund

**Account number:** 34-534-141

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**Attachments**

Agreement

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**Broomin' Janitorial Services**  
**19228 West 161<sup>st</sup> Street, Kellyville, OK 74039**  
**918-247-3061**

**AGREEMENT FOR JANITORIAL SERVICES**  
**FOR SAPULPA PUBLIC LIBRARY**

This agreement by and between the City of Sapulpa, a municipal corporation, hereinafter referred to as "City", and Broomin' Janitorial Service hereinafter referred to as "Contractor" do agree to the following:

**1. INTENT –**

It is the intent of this contract to set forth the terms, conditions and the requirements necessary to secure janitorial services on an automatic renewal contract at the beginning of each Fiscal year, July 1<sup>st</sup> to June 30<sup>th</sup> of the following year.

It is further intended that the services covered by this contract shall be furnished by the Contractor subject to all the terms and conditions set forth in this contract. No other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing.

**2. TERMS OF CONTRACT –**

The term of the contract shall be for an automatic renewal period of twelve (12) months beginning July 1st and ending June 30<sup>th</sup> of each year unless contract is earlier terminated by City.

**3. NON-APPROPRIATION OF FUNDS-**

The provisions of this Contract which require the appropriations of monies are subject to the appropriation of adequate and sufficient funds by the City of Sapulpa as budgeted for each fiscal year. In the event the City does not or cannot appropriate funds for consecutive fiscal years during the term set forth in the Contract, the provisions for each remaining year shall be deemed null and void without further action by either party to this Agreement.

**4. CHANGES-**

The City of Sapulpa may make changes within the general scope of the services, either by increasing or decreasing services to be performed by giving two weeks' notice to the Contractor and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of the services, an equitable adjustment in the price as stated at the

end of this agreement shall be made. No change by the Contractor shall be recognized without written approval of the City.

## **5. ASSIGNMENT-**

Contractor shall not sell, sublet, or assign this agreement or any portion thereof to any person or persons, except upon the written approval of the City.

## **6. CONTRACT CANCELLATION –**

Irrespective of any breach of the provisions set forth herein, the City shall have the right to cancel the contract upon thirty (30) days written notice to the Contractor. The Contractor shall have the right to cancel the contract upon ninety (90) days written notice to the City.

## **7. CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS –**

General Liability – The City shall not be held liable or responsible for any accident, loss, assault, battery, defamations, false arrest, false imprisonment, invasion of privacy, intentional or negligent infliction of emotional distress, injury (including death), or damages happening or occurring during the term of the performance of the work, to persons and/or property, and the Contractor shall fully indemnify and protect the City from and against the same. In addition to the liability imposed by law on the Contractor for damage or injury (including death) to persons or property by reason of negligence of the Contractor or his agents, such liability is not impaired or otherwise affected hereby and the Contractor hereby assumed liability for and agrees to save the City harmless and indemnify him for every expense, liability or payment by reasons or any damage or injury (including death) to persons or property suffered or any of his subcontractors or anyone directly or indirectly employed by either of them or arising in any way from the work called for in the contract.

Liens – Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes or actions or suits of whatever nature arising out the services, labor and materials furnished by the Contractor or his subcontractors under the scope of this contract and from all laborers', materials men's and mechanics' liens upon the real property upon which the work is located or any property of the City of Sapulpa.

Insurance Requirements – The Contractor, and any subcontractors, shall carry and keep in force during the term of the contract policies of public liability and insurance including any contractual liability assumed under the contract in the minimum amounts set forth below and worker's compensation and employer's liability insurance in the amount required by law. The Contractor shall also furnish an owner's protective policy in the same amounts with the City of Sapulpa as the named assured by the same insurance company as the insurer of Contractor's liability coverage.

Personal Injury, each person	\$100,000
Personal Injury, each occurrence	\$1,000,000
Property Damage, each person	\$25,000
Property Damage, each occurrence	\$100,000

The policy shall provide a clause stating that it cannot be cancelled by the insurer without the insurer first giving the City ten (10) days written notice of cancellation. The Contractor shall furnish the City a certificate of insurance showing such coverage within ten (10) days following the award of the contract by the City prior to starting work. The City of Sapulpa shall be listed as an additional insured on all certificates of insurance.

**8. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED –**

During the performance of this contract, the contractor agrees he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bonafide occupational qualification reasonably necessary to the normal operation of the contractor.

**9. OTHER APPLICABLE LAWS –**

Any provisions required to be included in a contract of this type by any applicable and valid federal, state, or local law, ordinance, rule, or regulations shall be deemed to be incorporated herein.

**10. SCOPE OF SERVICES –**

The work performed as a result of this bid shall be of the highest quality and shall be consistently so throughout the term of the resulting contract. The work shall consist of complete cleaning and janitorial services as described herein.

**11. CONTRACTOR’S EMPLOYEES –**

Contractor shall submit a current list of the names, addresses, dates of birth and social security numbers of all employees who perform work under this contract. Changes in the employment list shall be reported to the City within forty-eight (48) hours prior to working in City facilities. Said list and changes are to be submitted to the City of Sapulpa designated representative. Contractor is not allowed to employ illegal aliens to perform custodial services or any services in City facilities. To determine if an employee is not an illegal alien, the employee must have either a birth certificate, certificate of naturalization, immigration card or a special entry permit.

**12. ENERGY CONSERVATION –**

Energy conservation shall be practiced and lights in unoccupied areas turned off, except where centrally controlled, and windows and doors kept closed.

**13. SAFETY –**

The Contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act (O.S.H.A.) and other federal, state, or local regulations which affect custodial and housekeeping operations. Materials Safety Data Sheets must be supplied to the City of all chemicals utilized under this contract upon its award all chemicals, utilized must be properly identified with manufacturer’s labels.

**14. EQUIPMENT AND SUPPLIES-**

Contractor shall provide all cleaning supplies, tools, and equipment necessary to perform duties specified herein, except City shall provide paper towels, toilet tissue, soap, toilet, and urinal deodorizers and trash can liners.

**15. TELEPHONE SERVICE-**

The Contractor shall be allowed “emergency and/or job related” use of local City telephone service at no cost to the Contractor. Contractor will pay the cost of repair for damage caused by Contractor, to the telephone equipment over and above normal wear and tear. Absolutely no toll charges will be allowed by this Contractor and/or Contractor’s employees.

**16. HOURS OF SERVICE-**

Contractor shall provide janitorial services between the hours of 6:00 p.m. and 2:00 a.m. Monday through Friday.

**17. SERVICE REQUIREMENTS-**

Janitorial service shall consist of, but not limited to, the following duties:  
Duties will include the following:

**A. DAILY:**

1. Empty waste receptacles and replace liners
2. Clean and disinfect trash cans
3. Clean, dust, and disinfect all counters/bookshelves
4. Vacuum all carpet wall to wall
5. Sweep/dust mop all non-carpeted floors

6. Clean and disinfect drinking fountain(s)
7. Wet mop and disinfect non-carpeted floors, including restrooms, etc.
8. Deposit trash in outside dumpster provided by the City of Sapulpa
9. Clean all glass and plexi-glass; restroom mirrors, glass doorways and customer service windows, etc.
10. Remove foreign substances from floors, i.e., gum, candy, etc. as needed

**B. TWICE WEEKLY:**

1. High burnish/buff floors and apply spray buff materials to insure a high gloss finish

**C. WEEKLY:**

1. Submit list of needed supplies to City's designated representative (i.e., paper supplies, soap, etc.)
2. Dust windowsills, picture frames, tabletops, bookcases, file cabinets, computer furniture, chairs and other furniture as needed
3. Polish elevator walls and doors

**D. MONTHLY:**

1. Remove dust and cobwebs from ceilings, ceiling moldings, baseboards and corners, and any other areas where dust and cobwebs collect
2. Clean and disinfect waste receptacles
3. Clean plate glass windows, if applicable
4. Wash windows inside building
5. Clean restroom walls and partitions

**E. QUARTERLY:**

1. Wet scrub and topcoat floors (More frequently if necessary)
2. Clean blinds on all windows
3. Clean light fixtures and air vents
4. Clean baseboards

**F. SEMI-ANNUALLY:**

1. Shampoo carpet (give dates in advance)

**G. AS NEEDED:**

1. Replace restroom deodorizers as needed
2. Spot clean carpet as needed
3. Fill toilet tissue holders as needed
4. Clean and disinfect walls as needed



**18. SERVICE FEES-**

The city agrees to pay to Contractor \$950.00 per month for stated janitorial services. Requested services outside the agreed hours as specified in this bid document shall be at the rate of \$15.00 per hour.

**Broomin' Janitorial Services  
19228 West 161<sup>st</sup> Street, Kellyville, OK 74039  
918-247-3061**

Tammy Talley, owner of Broomin' Janitorial Services, agrees to clean the Sapulpa Public Library at a rate of \$950.00 per month totaling \$11,400.00 per year for six days of service each week starting July 1st through June 30th with automatic renewal each year unless contract is terminated by the City of Sapulpa.

\_\_\_\_\_  
Tammy Talley, Owner  
Broomin' Janitorial Services

\_\_\_\_\_  
Date

CITY OF SAPULPA:

\_\_\_\_\_  
Reg Green, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Shirley Burzio, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
David Widdoes, City Attorney

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



**AGENDA ITEM**

**Administration 10.F.**

**City Council Regular**

**Meeting Date:** July 15, 2019

**Submitted By:** Martha Stalker, Library Director

**Department:** Library

**Presented By:** Martha Stalker

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**SUBJECT:**

Discussion and possible action regarding Contract with Broomin' Janitorial Services for Creek County Literacy Annex from July 1, 2019 to June 30, 2020 in the amount of \$4,140.00.

**BACKGROUND:**

Janitorial services includes cleaning two days a week at a cost of \$345.00 per month thus totaling \$4,140.00 per year from July 1, 2019 thru June 30, 2020.

**RECOMMENDATION:**

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

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**Fiscal Impact**

**Amount:** \$4,140.00

**To be paid from:** Library Fund

**Account number:** 34-534-141

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**Attachments**

Agreement

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**Broomin' Janitorial Services**  
**19228 West 161<sup>st</sup> Street, Kellyville, OK 74039**  
**918-247-3061**

**AGREEMENT FOR JANITORIAL SERVICES**  
**FOR CREEK COUNTY LITERACY ANNEX**

This agreement by and between the City of Sapulpa, a municipal corporation, hereinafter referred to as "City", and Broomin' Janitorial Service hereinafter referred to as "Contractor" do agree to the following:

**1. INTENT –**

It is the intent of this contract to set forth the terms, conditions and the requirements necessary to secure janitorial services on an automatic renewal contract at the beginning of each Fiscal year, July 1<sup>st</sup> to June 30<sup>th</sup> of the following year.

It is further intended that the services covered by this contract shall be furnished by the Contractor subject to all the terms and conditions set forth in this contract. No other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing.

**2. TERMS OF CONTRACT –**

The term of the contract shall be for an automatic renewal period of twelve (12) months beginning July 1st and ending June 30<sup>th</sup> of each year unless contract is earlier terminated by City.

**3. NON-APPROPRIATION OF FUNDS-**

The provisions of this Contract which require the appropriations of monies are subject to the appropriation of adequate and sufficient funds by the City of Sapulpa as budgeted for each fiscal year. In the event the City does not or cannot appropriate funds for consecutive fiscal years during the term set forth in the Contract, the provisions for each remaining year shall be deemed null and void without further action by either party to this Agreement.

**4. CHANGES-**

The City of Sapulpa may make changes within the general scope of the services, either by increasing or decreasing services to be performed by giving two weeks' notice to the Contractor and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of the services, an equitable adjustment in the price as stated at the

end of this agreement shall be made. No change by the Contractor shall be recognized without written approval of the City.

## **5. ASSIGNMENT-**

Contractor shall not sell, sublet, or assign this agreement or any portion thereof to any person or persons, except upon the written approval of the City.

## **6. CONTRACT CANCELLATION –**

Irrespective of any breach of the provisions set forth herein, the City shall have the right to cancel the contract upon thirty (30) days written notice to the Contractor. The Contractor shall have the right to cancel the contract upon ninety (90) days written notice to the City.

## **7. CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS –**

General Liability – The City shall not be held liable or responsible for any accident, loss, assault, battery, defamations, false arrest, false imprisonment, invasion of privacy, intentional or negligent infliction of emotional distress, injury (including death), or damages happening or occurring during the term of the performance of the work, to persons and/or property, and the Contractor shall fully indemnify and protect the City from and against the same. In addition to the liability imposed by law on the Contractor for damage or injury (including death) to persons or property by reason of negligence of the Contractor or his agents, such liability is not impaired or otherwise affected hereby and the Contractor hereby assumed liability for and agrees to save the City harmless and indemnify him for every expense, liability or payment by reasons or any damage or injury (including death) to persons or property suffered or any of his subcontractors or anyone directly or indirectly employed by either of them or arising in any way from the work called for in the contract.

Liens – Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes or actions or suits of whatever nature arising out the services, labor and materials furnished by the Contractor or his subcontractors under the scope of this contract and from all laborers', materials men's and mechanics' liens upon the real property upon which the work is located or any property of the City of Sapulpa.

Insurance Requirements – The Contractor, and any subcontractors, shall carry and keep in force during the term of the contract policies of public liability and insurance including any contractual liability assumed under the contract in the minimum amounts set forth below and worker's compensation and employer's liability insurance in the amount required by law. The Contractor shall also furnish an owner's protective policy in the same amounts with the City of Sapulpa as the named assured by the same insurance company as the insurer of Contractor's liability coverage.

Personal Injury, each person	\$100,000
Personal Injury, each occurrence	\$1,000,000
Property Damage, each person	\$25,000
Property Damage, each occurrence	\$100,000

The policy shall provide a clause stating that it cannot be cancelled by the insurer without the insurer first giving the City ten (10) days written notice of cancellation. The Contractor shall furnish the City a certificate of insurance showing such coverage within ten (10) days following the award of the contract by the City prior to starting work. The City of Sapulpa shall be listed as an additional insured on all certificates of insurance.

**8. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED –**

During the performance of this contract, the contractor agrees he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bonafide occupational qualification reasonably necessary to the normal operation of the contractor.

**9. OTHER APPLICABLE LAWS –**

Any provisions required to be included in a contract of this type by any applicable and valid federal, state, or local law, ordinance, rule, or regulations shall be deemed to be incorporated herein.

**10. SCOPE OF SERVICES –**

The work performed as a result of this bid shall be of the highest quality and shall be consistently so throughout the term of the resulting contract. The work shall consist of complete cleaning and janitorial services as described herein.

**11. CONTRACTOR’S EMPLOYEES –**

Contractor shall submit a current list of the names, addresses, dates of birth and social security numbers of all employees who perform work under this contract. Changes in the employment list shall be reported to the City within forty-eight (48) hours prior to working in City facilities. Said list and changes are to be submitted to the City of Sapulpa designated representative. Contractor is not allowed to employ illegal aliens to perform custodial services or any services in City facilities. To determine if an employee is not an illegal alien, the employee must have either a birth certificate, certificate of naturalization, immigration card or a special entry permit.

**12. ENERGY CONSERVATION –**

Energy conservation shall be practiced and lights in unoccupied areas turned off, except where centrally controlled, and windows and doors kept closed.

**13. SAFETY –**

The Contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act (O.S.H.A.) and other federal, state, or local regulations which affect custodial and housekeeping operations. Materials Safety Data Sheets must be supplied to the City of all chemicals utilized under this contract upon its award all chemicals, utilized must be properly identified with manufacturer’s labels.

**14. EQUIPMENT AND SUPPLIES-**

Contractor shall provide all cleaning supplies, tools, and equipment necessary to perform duties specified herein, except City shall provide paper towels, toilet tissue, soap, toilet, and urinal deodorizers and trash can liners.

**15. TELEPHONE SERVICE-**

The Contractor shall be allowed “emergency and/or job related” use of local City telephone service at no cost to the Contractor. Contractor will pay the cost of repair for damage caused by Contractor, to the telephone equipment over and above normal wear and tear. Absolutely no toll charges will be allowed by this Contractor and/or Contractor’s employees.

**16. HOURS OF SERVICE-**

Contractor shall provide janitorial services between the hours of 6:00 p.m. and 2:00 a.m. Monday through Friday.

**17. SERVICE REQUIREMENTS-**

Janitorial service shall consist of, but not limited to, the following duties:  
Duties will include the following:

- A. Restrooms (2) –
  - 1. Empty trash
  - 2. Clean commodes
  - 3. Refill all paper dispensers (toilet tissue, towels, furnished by Creek County Literacy)
  - 4. Refill all soap dispensers

5. Sweep and mop floors
6. Wash walls once a week (or before if needed)

B. Large meeting room-

1. Sweep floors
2. Empty Trash
3. Mop as needed
4. Buff floor monthly

C. Kitchen-

1. Empty trash
2. Clean sinks, counter tops
3. Sweep floors
4. Refill paper towel dispenser
5. Mop floors on Fridays

D. All other areas-

1. Empty trash containers and replace can liners.
2. Run vacuum on all carpeted areas
3. Feather-dust bookcases, all windowsill, computer lab monthly
4. Sweep entry, both front and back every day
5. Mop entry, both front and back, on Friday
6. Vacuum and dust Reading Alcove every day
7. Wash walls weekly
8. Wash windows monthly

**Broomin' Janitorial Services**  
**19228 West 161<sup>st</sup> Street, Kellyville, OK 74039**  
**918-247-3061**

Tammy Talley, owner of Broomin' Janitorial Services, agrees to clean the Creek County Literacy Annex at a rate of \$345.00 per month totaling \$4,140.00 total per year for two days of service each week starting July 1st through June 30th with automatic renewal each year unless contract is terminated by the City of Sapulpa. The Literacy Annex is 5,000 square feet, and service shall be for Tuesday and Friday, from the hours of 7:00 p.m. to 2:00 a.m.

\_\_\_\_\_  
Tammy Talley, Owner  
Broomin' Janitorial Services

\_\_\_\_\_  
Date

CITY OF SAPULPA:

\_\_\_\_\_  
Reg Green, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Shirley Burzio, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
David Widdoes, City Attorney

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





**AGENDA ITEM**

**Administration 10.G.**

**City Council Regular**

**Meeting Date:** July 15, 2019

**Submitted By:** Pam Vann, Finance Director

**Department:** Finance

**Presented By:** Pam Vann

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**SUBJECT:**

Discussion and possible action regarding the Tri-Party Public Deposit Pledge and Custody Agreement with SpiritBank and Bank of Oklahoma as custodian to perfect the security interest of the City of Sapulpa's uninsured funds deposited with SpiritBank.

**BACKGROUND:**

The City is required to obtain a pledge of assets to secure the uninsured portion of its deposits with any financial institution. SpiritBank has agreed to secure these deposits by conveying a security interest in eligible securities owned by the bank or by providing collateral instruments. This agreement appoints Bank of Oklahoma as custodian to hold in custody certain securities pledged by the bank to the City.

The City has in the past had an agreement with SpiritBank but does not have a current agreement in place.

**RECOMMENDATION:**

Staff recommends approval of this agreement.

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**Attachments**

Tri-Party Public Deposit Pledge and Custody Agreement

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**TRI-PARTY PUBLIC DEPOSIT PLEDGE  
AND CUSTODY AGREEMENT**

THIS PLEDGE AND CUSTODY AGREEMENT (the "Agreement") is made and entered into by and between City of Sapulpa a Public Entity under 62 O.S. §§ 517.1 et seq. (hereinafter "Depositor"); SpiritBank a financial institution authorized by law to do a banking business in the State of Oklahoma (hereinafter referred to as "Bank"); and Bank of Oklahoma a financial institution approved to act as a safekeeping bank (hereinafter referred to as "Custodian") as of this \_\_\_ day of July, 2019.

**WHEREAS**, Depositor is an Oklahoma public entity and, as such, is required or entitled to obtain a pledge of assets to secure the uninsured portion of its deposit under the Collateral for Local Public Funds Act, 62 O.S. §§ 517.1 et seq.; and

**WHEREAS**, the Bank has been designated as a depository for certain funds of the Depositor;

**WHEREAS**, Custodian has been designated by the State Treasurer as an approved safekeeping or custodial bank pursuant to 62 O.S. §517.4;

**WHEREAS**, the Bank has agreed to secure the uninsured funds of the Depositor so deposited with it by conveying to Depositor a security interest in eligible securities owned by the Bank, or by providing collateral instruments, as allowed by 12 U.S.C. § 90 and 6 O.S. § 411 [for Federal Savings Banks - 12 U.S.C. § 1464(b)(2) and 12 C.F.R. § 545.16] and defined in 62 O.S. § 517.5; and

**WHEREAS**, Depositor and Bank wish to appoint Custodian as agent for Depositor to hold in custody on behalf of Depositor certain securities (the "collateral securities") pledged by Bank to Depositor pursuant to this Agreement in accordance with the terms set forth below.

NOW, THEREFORE, the parties hereto agree as follows:

1. Depositor and Bank hereby appoint Custodian, and Custodian hereby accepts such appointment, to act on behalf of Depositor as custodian of the collateral securities in which Depositor has a perfected security interest, described in this Agreement. Custodian further agrees to hold such collateral securities under joint safekeeping receipts and apply the same, or any substitutions therefor or additions thereto, for the purpose set forth in this Agreement, upon the terms and conditions hereinafter contained.

2. For the purpose of securing the uninsured funds deposited by the Depositor with

the Bank, the Bank hereby agrees to assign, transfer, pledge and convey to the Depositor as security for the funds a perfected security interest in eligible securities owned by the Bank, and/or provide collateral instruments as allowed by 12 U.S.C. § 90 and 6 O.S. § 411 [for Federal Savings Banks - 12 U.S.C. § 1464(b)(2) and 12 C.F.R. § 545.16] and defined in 62 O.S. § 517.5. Depositor's time and demand deposits, inclusive of interest, in excess of the Federal Deposit Insurance Corporation insurance shall be secured at all times by collateral pursuant to this

Agreement. If the Bank provides collateral securities, said securities' value shall at all times be equal to, or greater than, 110 percent (110 %) [must be at least 100%] of the amount deposited by the Depositor with the Bank plus interest due at maturity, in excess of the FDIC insured limit (the "Maintenance Percentage"). The market value of any security held as Collateral will be provided to the Depositor quarterly [monthly or quarterly at a minimum] by SpiritBank [fill in either Bank or Custodian]. The market value must be obtained from a securities pricing service, a primary dealer in securities, or a publication recognized as a reliable source of securities valuations. The market values shall be provided in a report to the Depositor at no charge. The report must include the market value and description of each security pledged as of the last business day of the period which shall not be less than quarterly. If the Bank provides collateral instruments instead of securities, the amount of the instruments shall at all times be equal to, or greater than the amount deposited by the Depositor with the Bank plus interest due at maturity, in excess of the FDIC-insured limit. If the Bank provides a combination of collateral securities, and collateral instruments, the securities value and the amount of the instruments shall at all times be equal to, or greater than the Maintenance Percentage.

3. To perfect the security interest of the Depositor in the collateral pledged by the Bank, the Bank shall place the required collateral securities in a restricted account with the custodian, as required by 62 O.S. § 517.4(B). Bank agrees to take all actions reasonably necessary to perfect the pledge and confirm same to Depositor.

4. (a) This Agreement shall further serve as a power of attorney, authorizing the Depositor to transfer or liquidate the pledged securities in the event of a default, financial failure or insolvency of the Bank, as required by 62 O.S. § 517.4(B). In the event of a default, failure or insolvency of the Bank, the Depositor shall be deemed to have vested full title to all securities pledged under this Agreement, and shall send a written demand to Custodian notifying Custodian of the nature of the Bank's default. After receipt from Depositor of a written demand, Custodian shall immediately deliver to Depositor the collateral securities held hereunder, or such portion thereof as may be demanded, for the purpose of protecting Depositor against loss by reason of the default of Bank; and Custodian shall immediately disregard any further notice or instruction by or on behalf of Bank. Such demand shall state the dollar amount of the collected balance of Depositor's accounts with Bank as of the date of the demand and any costs or expenses for which Depositor is entitled to reimbursement, and the request that Custodian deliver to Depositor, for sale by Depositor, securities with a market value equal to or greater than such reported balance and costs and expenses. The Depositor is empowered to take possession of and transfer and or sell any and all securities, as permitted or required by 62 O.S. §517.6. This power is in addition to other remedies which the Depositor may have under this Agreement and without prejudice to



its rights to maintain any suit in any court for redress of injuries sustained by the Depositor under this Agreement.

4. (b) If and when a receiver or conservator is appointed for Custodian under federal and/or state banking or similar law, or there is commenced by or against Custodian any liquidation or dissolution proceeding, Custodian shall as soon as practicable transfer the collateral securities to such other custodian as is designated by Depositor upon receipt of written demand by Depositor. If the collateral securities are delivered to Bank, Bank shall hold the collateral securities in trust as trustee on behalf of Depositor and Bank shall, as soon as practicable transfer the collateral securities to such other custodian as is designated by Depositor.

5. If Depositor accepts collateral instruments, the Bank shall complete and deliver a Pledge Form with the original collateral instrument or approved certificate, attached. The instrument or certificate must identify the company or agency issuing the collateral instrument, and the coverage amount. The Bank must also see to it that the agency or company forward a copy of notification of coverage or insured limit to the Depositor. The instrument must permit the Depositor to make a claim directly on the agency or company in the event of a default, financial failure or insolvency of the Bank. Custodian need not take custody of collateral instruments.

6. If at any time the ratio of the market value of the collateral securities plus the amount of collateral instruments, if any, to the amount of uninsured funds on deposit plus interest due at maturity is less than the Maintenance Percentage, then the Bank shall assign, pledge and convey a security interest and transfer to Custodian, additional eligible securities, or provide additional collateral instruments to the Depositor, in such amounts so that the Maintenance Percentage is maintained. If the Bank provides only collateral instruments, and the full amount of the collateral instruments is less than the amount of uninsured funds on deposit plus interest due at maturity, then the Bank must increase the amount of collateral instruments sufficiently to cover the amount of uninsured funds on deposit plus interest due at maturity. If Bank fails to maintain adequate Collateral as required by this Agreement, and such failure is not cured within five (5) business days of notice by Depositor to Bank, then Depositor shall have the right to withdraw its collected Public Funds from Bank without payment of any withdrawal penalty, other than penalties the waiver of which is prohibited by law. Any additional pledge of collateral hereunder shall be approved by an officer of the Bank duly authorized by resolutions of the Board of Directors to approve additional pledges of collateral, releases of collateral, and substitutions of collateral under this Agreement ("Duly Authorized Bank Officer").

7. No collateral securities at any time held by Custodian hereunder shall be released without the written approval of Depositor, which approval shall not be unreasonably withheld, by executing a release form. However, unless and until Custodian receives a notice of default from Depositor, as provided herein, Bank may substitute Collateral by providing other eligible securities of like kind and market value as the securities for which they are to be substituted, as permitted in accordance with 62 O.S. §517.5(B) and the rules of the State Treasurer, provided that Bank shall obtain the consent of the Depositor for the substitution.

8. This Pledge Agreement conveys a security interest in any and all securities of the Bank's held by Custodian, which are currently pledged or will be pledged as collateral to the Depositor by the Bank, as well as any interest Bank may have in collateral instruments it provides. Further, this Pledge Agreement conveys a security interest to Depositor in any proceeds or any substituted collateral, or the proceeds of a collateral instrument.

9. Any pledge hereunder shall be a continuing pledge and shall secure not only such deposits that are held by the Bank at the time of the transfer of the collateral to Custodian or after providing collateral instruments to the Depositor hereunder, but also any and all subsequent deposits of funds with the Bank by the Depositor, notwithstanding the account or accounts in which such funds may be held or identified by the Bank.

10. The pledge of collateral securities and/or the delivery of collateral instruments by the Bank to secure the deposits of the Depositor shall be in addition to, and shall in no way eliminate or diminish, the insurance coverage to which the Depositor may be entitled under the rules and regulations of the Federal Deposit Insurance Corporation or any private insurance carried by the Bank for the purpose of protecting the claims and rights of its depositors.

11. It is agreed that when the Bank shall have paid out and accounted for all the funds of the Depositor so deposited with the Bank, then and in that event any and all securities or collateral instruments pledged as collateral under this agreement shall be released from the security interest created hereunder, and the Custodian, Bank and the Depositor shall take whatever actions may be necessary to cause a transfer of such securities to the Bank free and clear of any liens created hereunder or a full and complete release of the collateral instruments.

12. The Bank hereby represents to the Depositor that, (i) it is a national banking association, state chartered banking association, federal savings bank, savings and loan association or credit union duly organized and validly existing under the laws of the United States or the State of Oklahoma, (ii) it has, or will have at the time of delivery of any securities or collateral instruments as collateral under this Agreement, the right, power and authority to grant a security interest therein with priority over any other rights or interests therein, (iii) the execution and delivery of this Agreement and the pledge of the securities or the delivery of collateral instruments as collateral hereunder has been approved by its Board of Directors or its Loan Committee, and (iv) the execution and delivery of this Agreement and the pledge of securities or the delivery of collateral instruments as collateral hereunder will not violate or be in conflict with the Articles of association or Certificate of Incorporation or By-laws of the Bank, any agreement or instrument to which the Bank may be a party, any rule, regulation or order of any banking regulator applicable to the Bank, or any internal policy of the Bank adopted by its Board of Directors.

13. Bank further represents and warrants to Depositor that, (i) except as otherwise permitted under this Agreement, it owns the Collateral free and clear of any liens, claims, restrictions or encumbrances, (ii) it will not sell, mortgage, encumber, or otherwise alienate,

substitute or release any of the collateral securities, except as provided in this Agreement, (iii) it will maintain in its official records evidence of the due authorization of this Agreement and the granting of a continuing security interest in the Collateral, all in compliance with the provisions of 12 USC 1823 (e), and (iv) it will take such steps as may be reasonably necessary for Depositor to meet the standards set by the Government Accounting Standards Boards (.GASB.).

14. Custodian shall receive a fee from Bank for its services hereunder as those two parties shall agree from time to time. Custodian under no circumstances shall be held responsible to Depositor or Bank for any loss arising from any cause whatsoever except such as may arise solely from its failure to comply with the terms and conditions in this Custodian Agreement, or from its negligence, or willful misconduct, or that of its officers, employees or duly authorized agents.

15. Until receipt of notice by Depositor under paragraph (7) hereof, Custodian shall send to Bank all income on the securities at any time held hereunder. Further, Custodian shall send to Bank all periodic coupon income on securities and all principal payments and prepayments on mortgage-backed securities at any time held hereunder. After receipt of the notice, under paragraph (7) hereof, Custodian shall hold all such income, periodic coupon income and repayments for the benefit of Depositor.

16. Whenever the written consent of Depositor or Bank is required hereunder, the written consent of any authorized representative or agent of Depositor or of Bank, as specified in writing to Custodian by Depositor and Bank from time to time, shall satisfy such requirements.

17. (a) This Agreement shall terminate when Depositor releases Bank from this Agreement. Notice of termination of the Security Agreement shall be provided to Custodian by Depositor as soon as practicable. Custodian shall not honor any purported notice of termination from Bank.

(b) This Agreement shall terminate upon delivery by Custodian of the Securities to Depositor in the event of a default, pursuant to paragraph (7) hereof;

(c) Further, this Agreement may be terminated 10 days after receipt of written notice from Bank and Depositor to Custodian.

(d) This Agreement may be terminated within 30 days after receipt of written notice from Custodian to Depositor and Bank.

(e) Upon termination, Custodian shall immediately transfer the collateral securities to such other Custodian as is designated by Depositor.

18. All of the terms and provisions of this Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors. This Agreement is not assignable or transferrable unless Bank merges with another qualified financial institution, or a transfer occurs pursuant to State or federal regulatory action.

19. This Agreement may be executed in one or more counterparts, each of which shall

be deemed an original and all of which taken together shall constitute one and the same instrument.

20. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma and it supersedes any and all prior agreements, arrangements or understandings with respect to the subject matter hereof. This Agreement, along with other incorporated documents, shall constitute the entire Agreement between the parties.

21. No provision of this Agreement may be waived except by a writing signed by the party to be bound thereby and any waiver of any nature shall not be construed to act as a waiver of subsequent acts.

In Witness Whereof, the parties hereto have executed this agreement as of the day and year first written above.

ATTEST:

\_\_\_\_\_  
SECRETARY

BANK:     SpiritBank      
Address for Notices:  
    601 N Main      
    Bristow, OK 74010      
By: \_\_\_\_\_  
          VICE PRESIDENT (Signature)

ATTEST:

\_\_\_\_\_  
SECRETARY

CUSTODIAN:     Bank of Oklahoma      
Address for Notices:  
    201 Robert S Kerr Ave.      
    Oklahoma City, OK 73102      
By: \_\_\_\_\_  
          VICE PRESIDENT (Signature)

ATTEST:

\_\_\_\_\_  
SECRETARY

DEPOSITOR:     City of Sapulpa      
                  (Name of Local Public Entity)  
Address for Notices:  
    P.O. Box 1130      
    Sapulpa, OK 74067      
By: \_\_\_\_\_  
          (Signature)  
Title: \_\_\_\_\_





**AGENDA ITEM**

**Administration 10.H.**

**City Council Regular**

**Meeting Date:** July 15, 2019

**Submitted By:** Pam Vann, Finance Director

**Department:** Finance

**Presented By:** Pam Vann

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**SUBJECT:**

Discussion and possible action regarding Audit Agreement with The SpyGlass Group, LLC, for audit services to analyze telecommunications service accounts and make recommendations for cost recovery or savings.

**BACKGROUND:**

The SpyGlass Group, LLC, is an Ohio company who analyze telecommunication service accounts to seek cost recovery, service elimination and cost reductions. Under this agreement SpyGlass will analyze our voice, data, internet and wireless accounts and recommend cost saving measures or seek refunds for overcharges on the City's behalf.

The fees for these services are 50% of any cost recovery or refund of overcharges received by the City or 12 times the monthly charge for any service elimination or cost reductions.

The City has contracted with SpyGlass in the past with success.

**RECOMMENDATION:**

Staff recommends approval of agreement.

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**Attachments**

SpyGlass Snapshot Audit Agreement

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**SpyGlass Snapshot Audit Agreement**

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between **City of Sapulpa** ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. **Primary Audit Services.** Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (local voice, long distance voice, data, Internet, and wireless) to seek cost recovery, service elimination and cost reduction recommendations. Auditor will deliver the recommendations to Company, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. **Fees.** Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. **Invoicing and Payment.** Fees for Cost Recovery are due as a one-time payment within 10 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 10 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. **Miscellaneous.** This agreement is governed by the laws of the State of Oklahoma, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the Effective Date.

**COMPANY**

**AUDITOR**

City of Sapulpa

The SpyGlass Group, LLC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Edward M. DeAngelo

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

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



**AGENDA ITEM**

**Administration 10.I.**

**City Council Regular**

**Meeting Date:** July 15, 2019

**Submitted By:** Pam Vann, Finance Director

**Department:** Finance

**Presented By:** Pam Vann

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**SUBJECT:**

Discuss and possible action regarding a Resolution of the City of Sapulpa, Oklahoma, amending the FY 2019-2020 General Fund budget by increasing revenues and appropriations in the amount of \$219,164.00 to recognize insurance proceeds to be used for repairs and cleanup from the May 26, 2019, tornado damage.

**BACKGROUND:**

The City had significant damage from the May 26, 2019, tornado. We have received an insurance reimbursement from Oklahoma Municipal Assurance Group (OMAG) in the amount of \$154,253.00. After repairs are made, OMAG will reimburse the additional \$64,911.00 of recoverable depreciation.

**RECOMMENDATION:**

Staff recommends approval of the Resolution.

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**Attachments**

GF Contingency Resolution

GF Contingency Budget Adjustment

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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA, AMENDING THE FY 2019-2020 GENERAL FUND BUDGET BY INCREASING REVENUES AND APPROPRIATIONS IN THE AMOUNT OF \$219,164.00 TO RECOGNIZE INSURANCE PROCEEDS TO BE USED FOR REPAIRS AND CLEANUP FROM THE MAY 26, 2019, TORNADO DAMAGE.

**WHEREAS**, the City of Sapulpa had significant damaged caused by the May 26<sup>th</sup> tornado;  
and

**WHEREAS**, we have received a partial reimbursement from Oklahoma Municipal Assurance Group (OMAG) in the amount of \$154,253.00 for repairs and cleanup of debris; and

**WHEREAS**, after repairs are complete, we will receive an additional \$64,911.00 in recoverable depreciation; and

**WHEREAS**, neither the costs nor the revenue were budgeted in the current fiscal year;

**NOW, THEREFORE BE IT RESOLVED**, by the City Councilors of the City of Sapulpa that the following budget amendments be made:

**GENERAL FUND**

(Increase)	10-4089 Reimbursements-Property Damage	<u>\$219,164.00</u>
	Total Revenue Increase:	\$219,164.00
(Increase)	10-591-390 Contingency	<u>\$219,164.00</u>
	Total Appropriations Increase:	\$219,164.00

**PASSED BY THE CITY COUNCIL FOR THE CITY OF SAPULPA** and signed by the Mayor this 15th day of July 2019.

\_\_\_\_\_  
Reg Green, Mayor

ATTEST:

\_\_\_\_\_  
Shirley Burzio, City Clerk

\_\_\_\_\_  
David Widdoes, City Attorney

