

SAPULPA MUNICIPAL AUTHORITY MEETING

CITY HALL - 425 EAST DEWEY AVENUE

COUNCIL CHAMBERS, 2ND FLOOR

7:00 P.M., MONDAY, MAY 1, 2017

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 and Comments concerning items not scheduled on the Agenda will only be heard under the Public Comments section. The City Council will act on an Item after all comments have been heard.

PLEASE COME TO THE PODIUM WHEN THE CHAIRMAN CALLS YOUR NAME

- AGENDA -

1. **CALL TO ORDER.**
2. **ROLL CALL.**
3. **MINUTES.**
 - A. Consider approval of minutes of the regular Municipal Authority Meeting of April 17, 2017.
4. **APPOINTMENTS, AWARDS, PRESENTATIONS, AND PROCLAMATIONS.**
5. **CONSENT AGENDA:** All matters under "Consent" are considered by the Municipal Authority to be routine and will be enacted by one motion. Any Municipal Authority Trustee may, however, remove an item from consent by request.
 - A. Consider approving Claims in the amount of \$155,752.13. (Refer to: Purchase Order Claims Register with City Agenda.)
6. **PUBLIC HEARINGS.**
7. **ADMINISTRATION.**
 - A. Consider approving a two (2) year contract of employment with Joan Riley to continue serving in the role of Sapulpa Municipal Authority Trust Manager.
8. **NEW BUSINESS.**

9. **INFORMATIONAL ITEMS FROM CHAIRMAN, BOARD OF TRUSTEES,
TRUST MANAGER, OR TRUST ATTORNEY.**

A. Project Status Report from Tetra Tech on various City and Authority projects.

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

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

11. **ADJOURNMENT.**

Posted this 28th day of April, 2017 at 2:30 o'clock p.m., at the Sapulpa City Hall, 425 East Dewey, Sapulpa, Oklahoma.

Name: AJ Gife

Title: Adm. CLK.

SAPULPA MUNICIPAL AUTHORITY

TRUST PROCEEDINGS

Meeting of April 17, 2017

The Board of Trustees of the Sapulpa Municipal Trust Authority met in regular session Monday, April 17, 2017, at 7:00 o'clock P.M. in the City Hall Council Chambers, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Trustees Present: Reg Green, Chairman
 Louis Martin, Jr., Vice-Chairman
 John Anderson
 Marty Cummins
 Wes Galloway
 Craig Henderson
 Alan Jones
 Hugo Naifeh
 Charles Stephens
 Carla Stinnett

BUSINESS:

Motion was made by Trustee Alan Jones, seconded by Trustee Charles Stephens, to approve the following items of business:

1. Approve the minutes of the April 3, 2017, regular trust authority meeting;
2. Approve claims in the amount of \$421,089.53.

ROLL CALL: AYE-John Anderson, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

INFORMATIONAL ITEMS FROM CHAIRMAN, BOARD OF TRUSTEES, TRUST MANAGER OR TRUST ATTORNEY:

The project status report submitted by Tetra Tech, Inc., regarding various city and trust authority projects was submitted for review and discussion only. No action was taken by the board.

SAPULPA MUNICIPAL AUTHORITY
TRUST PROCEEDINGS
Meeting of April 17, 2017

PUBLIC COMMENTS:

There were no comments made to the board.

ADJOURNMENT:

There being no further business to consider, motion was made by Trustee Alan Jones, seconded by Vice-Chairman Louis Martin, to adjourn the meeting. Motion carried unanimously.

Chairman

Attest:

Secretary



Oklahoma's Most Connected City
425 EAST DEWEY AVENUE
P.O. BOX 1130•SAPULPA, OK 74067

AGENDA ITEM

Administration 7.A.

Municipal Authority Regular

Meeting Date: May 1, 2017

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By:

SUBJECT:

Consider approving a two (2) year contract of employment with Joan Riley to continue serving in the role of Sapulpa Municipal Authority Trust Manager.

SUMMARY:

This contract serves to continue employment of Joan Riley as the Trust Manager for the Sapulpa Municipal Trust Authority, and is coextensive with the contract that was approved at the last Council meeting to retain Ms. Riley as City Manager for the City of Sapulpa.

RECOMENDATION:

Staff recommends the Board authorize the Chairman to execute same.

Attachments

2017-2019 CM emp contract

EMPLOYMENT AGREEMENT

This agreement, made and entered into this _____ day of _____, 2017, by and between the City of Sapulpa, Oklahoma, a Municipal Corporation, and the Sapulpa Municipal Authority, a public trust, hereinafter collectively called “employer”, and Joan P. Riley, hereinafter called “employee”, both of whom understand as follows:

WITNESSETH

Whereas, Employer desires to employ the services of said Joan P. Riley as City Manager of the City of Sapulpa, Oklahoma, pursuant to applicable provisions of the Sapulpa City Charter; and

Whereas, it is the desire of the Sapulpa City Council, hereinafter “Council”, to provide benefits, establish certain conditions of employment and set working conditions; and

Whereas, it is the desire of the Council to (1) secure and retain the services of employee and to provide inducement for her to remain in such employment; (2) to make possible full work productivity by assuring employee’s morale and peace of mind with respect to future security; (3) to act as deterrent against malfeasance or dishonesty for personal gain on the part of employee; and (4) to provide a just means for terminating employee’s services at such time as she may be unable to fully discharge her duties or when employer may otherwise desire to terminate her employ; and

Whereas, employee desires to accept employment as City Manager of the City of Sapulpa, Oklahoma.

Now, therefore, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

Employer hereby agrees to employ said Joan P. Riley as City Manager of said employer to perform the functions and duties specified in the Sapulpa City Charter, and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign.

SECTION 2. TERM

- A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of employee at any time, subject only to the provisions set forth in Section 4, paragraphs A and B, of this agreement.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the employee to resign at any time from her position with employer, subject to the provision set forth in Section 4, paragraph C, of this agreement.

- C. Employee agrees to remain in the exclusive employ of employer until June 30, 2019, and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided.
- D. In the event written notice is not given by either party to this agreement to the other within ninety (90) days prior to the termination date as hereinabove provided, this agreement shall be extended on the same terms and conditions as herein provided, all for an additional period of one (1) year. Said agreement shall continue thereafter for one (1) year periods unless either party hereto gives ninety (90) days written notice to the other party that the other party does not wish to extend this agreement for an additional one (1) year term.

SECTION 3. SUSPENSION

Employer may suspend the employee with full pay and benefits at any time during the term of this agreement, but only under the following conditions:

- A. A majority of the Council and employee agree, or
- B. After any necessary or required public hearing and/or any necessary executive sessions, a majority of the Council votes to suspend employee for just cause, provided, that employee shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing by the Council.

SECTION 4. TERMINATION AND SEVERANCE PAY

- A. In the event employee is terminated without cause by the Council before the expiration of the aforesaid term of employment and during such time that employee is willing and able to perform her duties under this agreement, then in that event, employer agrees to pay employee a lump sum cash payment equal to six (6) months of salary; provided, however, that in the event employee is terminated because of her conviction of any illegal act involving personal gain to her, then in that event, employer shall have no obligation to pay the severance sum designated in this paragraph. In addition, notwithstanding any provision to the contrary, in the event employee is terminated without cause by the Council before expiration of this term of employment, employee shall be deemed 100% vested in and to all retirement contributions made by Employer to employee's pension plan(s) up to the date of termination, and Employer agrees that in such event it shall enact any necessary ordinance or other enabling legislation to effect such 100% vesting to employee.
- B. In the event employer at any time reduces the salary or other financial benefits of employee in a greater percentage than an applicable across the board reduction for all non-uniform employees of employer, or in the event employer refuses, following written notice to comply with any other provision benefiting employee herein, or the

employee resigns following a suggestion by the Council that she resign, whether formal or informal, then in that event, employee may, at her option, be deemed to be terminated at the date of such reduction, or refusal to comply within the meaning and context of the herein severance pay provision.

- C. In the event employee voluntarily resigns her position with employer before the expiration of the aforesaid term of this agreement, then employee shall give employer two (2) month notice in advance, unless the parties otherwise agree.
- D. In the event employee voluntarily resigns her position with employer before the expiration of the aforesaid term of her agreement, then employee shall be entitled to no severance pay.

SECTION 5. DISABILITY

If employee is permanently disabled and unable to perform her duties, or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for period of six (6) successive weeks beyond any accrued sick or vacation leave, or for twenty (20) working days over a thirty-working-day period, employer shall have the option to terminate this agreement, subject to the applicable severance pay requirements of Section 4, paragraph A. However, employee shall be compensated for any accrued sick leave, vacation, holidays, compensatory time or other accrued benefit as would any other non-uniform employee.

SECTION 6. SALARY

Effective July 1, 2017, Employer agrees to pay employee for her services rendered pursuant to this agreement an annual base salary of \$ 125,000.00, payable in installments at the same time as other non-uniform employees of the employer are paid.

In addition, employer agrees to increase said base salary and/or other benefits of employee in such amounts and to such extent as the Council may determine that it is desirable to do so on the basis of an annual salary review. In addition, Employer agrees to increase Employee's salary and/or other benefits at the same time and in the same amounts as is given to the non-uniform employee group and/or bargaining units of the Employer generally.

SECTION 7. PERFORMANCE EVALUATION

- A. The Council may review and evaluate the performance of the employee at least once annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by employer and employee. Said criteria may be added to or deleted from as the Council may from time to time determine in consultation with the employee. Further, the Council shall provide the employee with a summary written statement of the findings of the Council and provide an adequate opportunity for the employee to discuss her evaluation with the Council.

- B. Annually, the Council and employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.
- C. In affecting the provisions of this Section, the Council and employee mutually agree to abide by the provisions of applicable law.

SECTION 8. AUTOMOBILE / CELL PHONE ALLOWANCES

Employee's duties require that she shall have the exclusive and unrestricted use at all times during his employment with employer of an automobile and cellular phone provided by her. Employer shall compensate employee by paying her (i) a \$6,000.00 yearly car allowance payable in monthly installments, and (ii) a \$960 yearly phone allowance payable in monthly installments.

SECTION 9. VACATION AND SICK LEAVE

Employee shall be entitled to 2 weeks paid vacation leave in calendar year 2016 and three (3) weeks paid vacation leave in 2017 and subsequent years. Employee shall accrue, and have credited to her personal account, additional vacation and sick leave at the same rate as other non-uniformed employees of employer.

Employer agrees to pay the following percentage of accumulated sick leave hours at the time of Employee separation of service.

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE</u>
10-14	50%
15-19	75%
20+	85%

SECTION 10. HEALTH AND LIFE INSURANCE

Employer agrees to provide hospitalization, surgical and comprehensive medical insurance for employee and her dependents and to pay the premiums thereon equal to that which is provided to all other non-uniform employees of employer.

SECTION 11. DUES AND SUBSCRIPTIONS

Employer agrees to budget and to pay for the professional dues and subscriptions of employee necessary for her continuation and participation in national, regional, state and

local associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of the employer.

SECTION 12. PROFESSIONAL DEVELOPMENT

- A. Employer hereby agrees to budget for and to pay the travel and subsistence expenses for professional and official travel, meetings and occasions adequate to continue the development of employee and to adequately pursue necessary official and other functions or employer, including without limitation, ICMA, CMAO, and other regional/local municipal government leadership professional associations.
- B. Employer also agrees to budget and to pay for the travel and subsistence expenses of employee for short courses, institutes and seminars that are necessary for her professional development for the good of the employer.

SECTION 13. INDEMNIFICATION

Pursuant to Oklahoma state law, employer shall defend, save harmless and indemnify against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of employee's performance as City Manager. Employer will compromise and settle such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 14. BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the employee under any law or ordinance.

SECTION 15. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. The Council, in consultation with the employee, shall fix any other terms and conditions of employment as it may determine from time to time, relating to the performance of employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City Charter, or any other law.
- B. All provisions of the City Charter and Code, and regulations and rules of the employer relating to vacation and sick leave, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also apply to employee as they would to other non-uniform employees of employer, in addition to said benefits enumerated specifically for the benefit of employee except as herein provided. Provided further that for Tenure Pay purposes, Employee shall be entitled to incentive pay based on the following schedule:

Years of Service	Annual Amount
1	\$250
2	\$338
3	\$425
4	\$513
5	\$600
6	\$688
7	\$775
8	\$863
9	\$950
10	\$1,038
11	\$1,125
12	\$1,213
13	\$1,300
14	\$1,388
15	\$1,475
16	\$1,563
17	\$1,650
18	\$1,738
19	\$1,825
20	\$1,913
21 or more...	\$2,000

C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded non-uniform department heads, including provision governing accrual and payment therefore on termination of employment, except as otherwise provided herein.

SECTION 16. NO REDUCTION OF BENEFITS

Employer shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of employee, except to the degree of such a reduction across-the-board for all non-uniform employees of the employer.

SECTION 17. PENSION

Employer agrees to match employee's required 8% contribution to CMO Basic Plan.

SECTION 18. NOTICES

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: City Clerk
City of Sapulpa
P. O. Box 1130
Sapulpa, OK 74067

EMPLOYEE: Joan P. Riley
10759 Forest Lake Drive
Sapulpa, OK 74066

SECTION 19. GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of employee.
- C. This agreement shall become effective upon execution of the parties
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

In witness whereof, the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Authority, has caused this agreement to be executed in its behalf by its Mayor, and duly attested by its City Clerk, and by its Chairman, and duly attested to by its Secretary, and the employee has signed and executed this agreement, both in duplicate, the day and year first above written.

CITY OF SAPULPA

SAPULPA MUNICIPAL AUTHORITY

Mayor

Chairman

ATTEST:

ATTEST:

City Clerk

Secretary

APPROVED AS TO FORM:

EMPLOYEE:

City Attorney

Joan P. Riley

STATUS
 O = Operations
 P = Planning
 E = Engineering Design
 C = Construction

TETRA TECH, INC.
 PROJECT STATUS REPORT
 SAPULPA, OKLAHOMA
 MAY 1, 2017

PROJECT	TETRA TECH CONTACT	STATUS	FUNDING	COMMENTS	RECOMMENDED ACTION
1. Water Atlas Creation	Ryan Mittasch, P.E.	P		Tetra Tech is waiting for atlas markups from city staff to document facilities that were not in the plans previously provided.	City to review draft atlas and provide updated information to Tetra Tech for data entry.
2. N02-N04 Lift Station, Force Main, and Gravity	Ryan Mittasch, P.E.	E		Design was completed and submitted for ODEQ approval on March 1, 2017. Easement exhibits were provided for ROW acquisition.	Acquire the necessary right-of-way for construction.
3. Youth Sports Complex PH1A Waterline Design	Josh Muskopf	E		DC Bass bid the project on 1/11/17. The low bidder was Garrow Construction.	Approved 4/17/17. Deliver contract to Garrow Construction. Tetra Tech will review submittals.
4. Dewey Ave. Sewer Connection	Ryan Mittasch, P.E.	E		Plans and specs have been approved by ODEQ. There is an ONG gas line in conflict with proposed construction that must be relocated by ONG.	Prepare to advertise for construction once the gas line has been moved.