

SAPULPA MUNICIPAL AUTHORITY MEETING

CITY HALL - 425 EAST DEWEY AVENUE

COUNCIL CHAMBERS, 2ND FLOOR

7:00 P.M., MONDAY, JUNE 4, 2018

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 Municipal Authority 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 Municipal Authority 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 for the May 21, 2018, regular municipal authority meeting.
4. **APPOINTMENTS, AWARDS, PRESENTATIONS, AND PROCLAMATIONS.**
5. **CONSENT ITEMS:** 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 \$ 211,283.04.
(Refer to: Purchase Order Claim Register with City Agenda)
6. **PUBLIC HEARINGS.**
7. **ADMINISTRATION.**
 - A. Discussion and possible action regarding a Professional Services Agreement for Engineering Services with Tetra Tech for a hydraulic study in the area of North Watchorn Street and East Hobson Avenue in the amount of \$21,700.00.

- B. Discussion and Possible action regarding an Ordinance of the City of Sapulpa, Oklahoma, Amending the Master Fee Schedule to the Sapulpa City Code, Appendix A, Sections 17.17-202, 17.17-203, 17.17-222, and 17.17-511, by Providing for Amended Water, Sewer, and Refuse Collection Rates; Repealing All Ordinances or Parts of Ordinances in Conflict with this Ordinance; and Providing That If Any Part or Parts of this Ordinance Are Held Invalid or Ineffective, the Remaining Portions Shall Not Be Affected; Providing an Effective Date and Declaring an Emergency.
- C. Discussion and possible action regarding a Resolution of the Board of Trustees of the Sapulpa Municipal Authority, Sapulpa, Oklahoma, adopting and appending a budget for the Sapulpa Municipal Authority, Sapulpa, Oklahoma, for the year beginning July 1, 2018, and ending June 30, 2019.

8. **NEW BUSINESS.**

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

- A. Project Status Report from Tetra Tech regarding various City and SMA 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 1st day of June, 2018 at or before 5:00 p.m., at the Sapulpa City Hall, 425 East Dewey, Sapulpa, Oklahoma.

Name: *Anna Jo Fife*

Title: *Administrative Assistant*



AGENDA ITEM

Municipal Authority Regular

3.A.

Meeting Date: June 4, 2018

Submitted By: Shirley Burzio, City Clerk

Department: City Clerk

Presented By:

SUBJECT:

Consider approval of minutes for the May 21, 2018, regular municipal authority meeting.

BACKGROUND:

RECOMMENDATION:

Attachments

minutes.05-21-2018 sma

DRAFT

SAPULPA MUNICIPAL AUTHORITY TRUST PROCEEDINGS Meeting of May 21, 2018

The Board of Trustees of the Sapulpa Municipal Trust Authority met in regular session Monday, May 21, 2018, at 7:00 o'clock P.M. in the City Hall Council Chambers, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Present: Reg Green, Chairman
Louis Martin, Jr., Vice-Chairman
Bruce Bledsoe, Trustee
John Anderson, Trustee
Marty Cummins, Trustee
Craig Henderson, Trustee
Hugo Naifeh, Trustee
Charles Stephens, Trustee
Carla Stinnett, Trustee

Absent: Wes Galloway, Trustee

Staff Present: Joan Riley, Trust Manager; Rick Rumsey, Assistant Trust Manager; Pam Vann, Trust Treasurer; David Widdoes, Trust Attorney; Shirley Burzio, Secretary

1. **MINUTES AND CONSENT ITEMS.**

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

- A. Approve the minutes of the May 7, 2018, regular municipal authority meeting;
- B. Approve claims in the amount of \$ 306,879.86.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

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

- A. The project status report from Tetra Tech, Inc., regarding various city and trust authority projects was presented for discussion only. There was no action taken by the board.

3. **ADJOURNMENT.**

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

Chairman

Attest:

Secretary



Consent Agenda 5.A.

Municipal Authority Regular

Meeting Date: June 4, 2018

Submitted For: Amber Fisher, Accounts Payable Clerk

Submitted By: Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving Claims in the amount of \$ 211,283.04.
(Refer to: Purchase Order Claim Register with City Agenda)



AGENDA ITEM

Administration 7.A.

Municipal Authority Regular

Meeting Date: June 4, 2018

Submitted For: Rick Rumsey, Assistant City Manager

Submitted By: Amy Hoehner, Legal Assistant

Department: Public Works

Presented By: Rick Rumsey

SUBJECT:

Discussion and possible action regarding a Professional Services Agreement for Engineering Services with Tetra Tech for a hydraulic study in the area of North Watchorn Street and East Hobson Avenue in the amount of \$21,700.00.

BACKGROUND:

This agreement with Tetra Tech is for the engineering services/hydraulic study needed to determine the factors attributing to a reoccurring sanitary sewer overflow near North Watchorn Street and East Hobson Avenue. The purpose of the hydraulic study is to determine what improvements are needed to alleviate the problem. For more detailed information on the scope of services to be performed, please refer to the attached agreement.

RECOMMENDATION:

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

Fiscal Impact

Amount: \$21,700.00

To be paid from: CIP

Account number: 45-546-405B

Attachments

Agreement - Tetra Tech

Tetra Tech, Inc.
Professional Services Agreement for Engineering Services

This Agreement is made and becomes effective this 7th day of June, 2018, between **Sapulpa Municipal Authority** (Client) and **Tetra Tech, Inc.** (Consultant), a Delaware corporation.

Client hereby retains Consultant to perform engineering services in connection with a Project described as **Hobson Street Realignment Study** and as further described in Attachment A. Consultant agrees to perform the services in consideration of the compensation described in Attachment A and in accordance with the terms described in the attached Standard Terms and Conditions.

This Agreement consists of this document together with Attachment A - Project Requirements and the attached Standard Terms and Conditions. This Agreement between the Client and Consultant supersedes all prior written and oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument. Signature by facsimile or e-mail shall be deemed original.

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

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

Sapulpa Municipal Authority
P.O. Box 1130
Sapulpa, Oklahoma 74067

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

By _____
Client's Authorized Signature

By _____
Consultant's Authorized Signature

Printed Name

Felix R. Belanger, P.E.
Vice President

Title

Professional Services Agreement Attachment A – Project Requirements

Client: Sapulpa Municipal Authority

Project Description

Hobson Street Realignment Study

The City of Sapulpa experiences a reoccurring Sanitary Sewer Overflow (SSO) near North Watchorn Street and East Hobson Avenue. The City is aware of a capacity restriction downstream of this location that is believed to be the cause. The purpose of the hydraulic study is to determine if the improvements to the known capacity deficiency will alleviate the problem or if other factors are involved.

Scope of Services

- Obtain survey of the area of interest including horizontal and vertical survey data on all existing utilities, finished floor elevations of existing structures adjacent to the existing sewer under investigation, survey data on all existing drainage structures and ditches, valve boxes for waterline crossings, existing and temporary benchmarks. Survey will enable engineers to find the best possible realignment for sanitary sewer flows while best circumnavigating the large storm sewer channels in the vicinity. This also includes manhole elevation survey both upstream and downstream of the known issue to ensure that the hydraulic model of the area produces the most accurate output.
- Study Area Flow Monitoring including three open channel flow monitors and one rain gauge for a period of 60 days. Remote data gathering and analysis during the monitoring phase. Flow monitor maintenance included to ensure that quality data is being gathered for use in the modeling phase.
- Hydraulic Modeling to determine if capacity enhancements may be necessary to mitigate upstream bypass of the sanitary sewer system. This will determine if the known capacity issue is the cause of past bypassing or if other issues are present.
- Analysis of data and recommendations for improvements in the form of a technical memorandum to City Management including an Engineers Opinion of Probable Costs.

Special Assumptions

Project Schedule

Task

Work shall begin June 7, 2018, and be fully completed with a Technical Memorandum including recommendations for improvements as well as rehabilitation and an Engineer's Opinion of Probable Cost by November 30, 2018.

Method of Compensation

Lump Sum Compensation for these services shall be a lump sum of \$21,700.

Supplemental Terms and Conditions

Engineering Services Standard Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worker's Compensation – as required by applicable state statute

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



AGENDA ITEM

Administration 7.B.

Municipal Authority Regular

Meeting Date: June 4, 2018

Submitted For: David Widdoes, City Attorney

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: Joan Riley, David Widdoes

SUBJECT:

Discussion and Possible action regarding an Ordinance of the City of Sapulpa, Oklahoma, Amending the Master Fee Schedule to the Sapulpa City Code, Appendix A, Sections 17.17-202, 17.17-203, 17.17-222, and 17.17-511, by Providing for Amended Water, Sewer, and Refuse Collection Rates; Repealing All Ordinances or Parts of Ordinances in Conflict with this Ordinance; and Providing That If Any Part or Parts of this Ordinance Are Held Invalid or Ineffective, the Remaining Portions Shall Not Be Affected; Providing an Effective Date and Declaring an Emergency.

BACKGROUND:

This measure is necessary for city revenues to keep up with continuous rising expenses. These rising expenses include improvements to Skiatook Raw Water Conveyance System and the extension of sewer infrastructure to accommodate new housing additions, as well as the rising cost of general operations. The last increase to water and sewer rates occurred in 2015 at a rate of 7.5%. The result of the proposed increase, depending on individual customer consumption, will come as a savings for those who have minimal usage of approximately \$3.55 (-7.14%) to an increase in cost of \$2.35 (4%) for those with average usage. If passed rate increases will go into effect July 1, 2018.

Waste Management, who provides Sapulpa with refuse collection, has also initiated a pass through increase of 2% beginning in July 2018 which is also included in the percentages above.

RECOMMENDATION:

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

Attachments

Ordinance

ORDINANCE NUMBER _____

AN ORDINANCE OF THE CITY OF SAPULPA, OKLAHOMA, AMENDING THE MASTER FEE SCHEDULE TO THE SAPULPA CITY CODE, APPENDIX A, SECTIONS 17.17-202, 17.17-203, 17.17-222, AND 17.17-511, BY PROVIDING FOR AMENDED WATER, SEWER, AND REFUSE COLLECTION RATES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING THAT IF ANY PART OR PARTS OF THIS ORDINANCE ARE HELD INVALID OR INEFFECTIVE, THE REMAINING PORTIONS SHALL NOT BE AFFECTED; PROVIDING AN EFFECTIVE DATE AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL, CITY OF SAPULPA, OKLAHOMA:

Section 1. The Sapulpa City Code, Appendix A, Section 17.17-202, is amended to read in its entirety, as follows:

“SECTION 17.17-202 WATER RATES WITHIN CITY.

The schedule of monthly rates referenced in Section 17-202 are as follows:

Residential users within Creek County:

Base rate up to 1,000 gal (min. charge)..	\$12.74 per 1,000 gal
Base rate (min. charge).....	\$8.74
Over 1,000 gal.....	\$5.73 per 1,000 gal
Per 1,000 gal.....	\$5.73

Commercial users within Creek County:

Base rate up to 1,000 gal (min. charge)..	\$17.05 per 1,000 gal
Base rate (min. charge).....	\$13.05
1,000 to 4,000,000 gal.....	\$5.73 per 1,000 gal
Up to 4,000,000 gal.....	\$5.73 per 1,000 gal
Over 4,000,000 gal.....	\$5.16 per 1,000 gal

Residential users within Tulsa County:

Base rate up to 1,000 gal (min. charge)..	\$28.85 per 1,000 gal
Base rate (min. charge).....	\$28.85
Over 1,000 gal.....	\$6.90 per 1,000 gal
Per 1,000 gal.....	\$6.90

Commercial users within Tulsa County:

Base rate up to 1,000 gal (min. charge)..	\$28.85 per 1,000 gal
Base rate (min. charge).....	\$28.85
1,000 to 4,000,000 gal.....	\$6.90 per 1,000 gal
Up to 4,000,000 gal.....	\$6.90 per 1,000 gal
Over 4,000,000 gal.....	\$6.22 per 1,000 gal

Bulk Water base rate (min. charge).....	\$25.00
Bulk Water rate:	\$3.21 per 1,000 gal

Construction meter rate:\$750.00 deposit, plus
\$5.00 per day rental plus usage charged at applicable commercial; Deposit
refunded if meter returned in same condition as delivered.”

Section 2. The Sapulpa City Code, Appendix A, Section 17.17-203, is amended to read in its entirety, as follows:

“SECTION 17.17-203 WATER RATES OUTSIDE CITY.

The schedule for monthly rates referenced in Section 17-203 are as follows:

Residential:	Base rate up to 1,000 gal (min. charge)..	\$25.47 per 1,000 gal
	Base rate (min. charge).....	\$21.47
	Per 1,000 gal.....	\$11.46
Commercial:	Base rate up to 1,000 gal (min. charge)..	\$34.11 per 1,000 gal
	Base rate (min. charge).....	\$30.11
	1,000 to 4,000,000 gal.....	\$11.46 per 1,000 gal
	Up to 4,000,000 gal.....	\$11.46 per 1,000 gal
	Over 4,000,000 gal.....	\$10.31 per 1,000 gal”

Section 3. The Sapulpa City Code, Appendix A, Section 17.17-222, is amended to read in its entirety, as follows:

“SECTION 17.17-222 SEWAGE DISPOSAL CHARGES.

The fees referenced in Section 17-222 are as follows:

Residential users inside city limits within Creek County:

\$19.77 minimum per month, plus \$2.55 per thousand gallons of water use.
\$19.77 minimum per month, plus \$2.75 per thousand gallons of water use.

Residential users outside city limits within Creek County:

~~\$39.53 minimum per month, plus \$5.06 per thousand gallons of water use.~~
\$39.53 minimum per month, plus \$5.26 per thousand gallons of water use.

Commercial users inside city limits within Creek County:

~~\$39.53 minimum per month, plus \$5.06 per thousand gallons of water use.~~
\$39.53 minimum per month, plus \$5.26 per thousand gallons of water use.

Commercial users outside city limits within Creek County:

~~\$79.10 minimum per month, plus \$5.06 per thousand gallons of water use up to 500,000; then \$2.48 per thousand gallons over 500,000 gallons of water use.~~
\$79.10 minimum per month, plus \$5.26 per thousand gallons of water use up to 500,000; then \$2.68 per thousand gallons over 500,000 gallons of water use.

Residential and Commercial users inside city limits within Tulsa County:

\$69.76 minimum per month, plus \$8.56 per thousand gallons of water use.

Sewage district treatment rates:

~~\$2.90 per thousand gallons.~~
\$3.50 per thousand gallons.”

Section 4. The Sapulpa City Code, Appendix A, Section 17.17-511, is amended to read in its entirety, as follows:

“SECTION 17.17-511 REFUSE COLLECTION RATES AND CHARGES.

The fees referenced in Section 17-511 are as follows:

Service Type	Monthly Fee	
Residential at curb side or alley:	\$10.94	\$11.16
Residential senior citizen curbside:	\$10.03	\$10.16
Service outside City limits:	\$18.42	\$18.79
Residential physically challenged carry-out service:	\$10.94	\$11.16

Residential senior citizen special needs: ~~\$24.78~~ \$25.27
 Residential special carry-out service: ~~\$25.83~~ \$26.34
 Additional containers: ~~\$ 8.53 per container.~~
 \$ 8.70 per container.

Commercial rate: Per container size according to following chart:

Container		Number of pick ups						
Size	yd	1	2	3	4	5	6	Extra p/u
96 gal	Polycart	\$16.41 \$16.74	\$29.06	\$44.35				
	2	\$56.38 \$57.50	\$120.41 \$95.50	\$125.67 \$128.17	\$145.18 \$148.07	\$168.56 \$171.91	\$191.41 \$195.22	\$35.19 \$35.89
	3	\$74.82 \$76.31	\$120.41 \$122.81	\$151.98 \$155.00	\$194.34 \$198.21	\$236.35 \$241.05	\$271.73 \$277.14	\$43.98 \$44.86
	4	\$79.37 \$80.95	\$145.57 \$148.47	\$200.41 \$204.40	\$251.94 \$256.95	\$306.89 \$313.00	\$422.16 \$430.56	\$50.28 \$51.28
	6	\$110.36 \$112.56	\$206.54 \$210.65	\$284.12 \$289.77	\$364.90 \$372.16	\$445.11 \$453.97	\$523.13 \$533.54	\$61.58 \$62.81
	8	\$136.42 \$139.13	\$266.56 \$271.86	\$369.92 \$377.28	\$476.89 \$486.38	\$584.08 \$595.70	\$690.53 \$704.27	\$72.89 \$74.34
Hand P/U		\$15.90						

Locks for lids: ~~\$11.64 per dumpster per month.~~
 \$11.87 per dumpster per month.

Senior citizen discount: \$1.00 per month upon presentation of legal certification of age 65 or older.

Replacement Cart Deposit: ~~\$93.96 if issued cart is lost, stolen, or~~
 \$95.83 if issued cart is lost, stolen, or damaged; refunded if original cart located and/or returned to satisfactory working condition.”

Section 5. All ordinances, or parts of ordinances, in conflict with this ordinance are repealed to the extent of conflict only.

Section 6. If any part or parts of this ordinance are held invalid or ineffective, the remaining portions shall not be affected but remain in full force and effect.

Section 7. Effective Date. The rates reflected in this ordinance shall be in effect

from and after July 1, 2018.

Section 8. EMERGENCY. Being immediately necessary that the provisions of this ordinance be put into full force and effect for the preservation of the public peace, health and safety of the City of Sapulpa, Oklahoma, an emergency is hereby declared to exist and this ordinance shall be in full force and effect after its passage, approval and publication as required by law.

PASSED AND APPROVED in regular session this ____ day of _____ 2018 with emergency clause voted on separately.

Reg Green, Mayor

ATTEST:

APPROVED AS TO FORM:

Shirley Burzio, City Clerk

David R. Widdoes, City Attorney



AGENDA ITEM

Administration 7.C.

Municipal Authority Regular

Meeting Date: June 4, 2018

Submitted By: Pam Vann, Finance Director

Department: Finance

Presented By: Pam Vann

SUBJECT:

Discussion and possible action regarding a Resolution of the Board of Trustees of the Sapulpa Municipal Authority, Sapulpa, Oklahoma, adopting and appending a budget for the Sapulpa Municipal Authority, Sapulpa, Oklahoma, for the year beginning July 1, 2018, and ending June 30, 2019.

BACKGROUND:

The Administration and Finance Committee met May 29, 2018 and discussed the budget as proposed. The budget is balanced and does meet the requirements of the City of Sapulpa for the proper and sustained operations of the City, Authority and related funds.

RECOMMENDATION:

Staff recommends that the Mayor and City Councilors adopt the Resolution.

Attachments

FY 2018-2019 Budget Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAPULPA, OKLAHOMA, ADOPTING AND APPENDING A BUDGET FOR THE CITY OF SAPULPA, OKLAHOMA, RATIFYING AND THEREBY ADOPTING THE SAPULPA MUNICIPAL AUTHORITY BUDGET, THE SAPULPA DEVELOPMENT AUTHORITY BUDGET, AND ADOPTING ALL OTHER FUNDS AS REQUIRED BY STATUTE OR ORDINANCE FOR THE YEAR BEGINNING JULY 1, 2018, AND ENDING JUNE 30, 2019.

WHEREAS, a budget for the fiscal year beginning July 1, 2018, and ending June 30, 2019, has been prepared by the City Manager; and

WHEREAS, said budget has been presented by the City Manager in compliance with the Sapulpa City Charter and Oklahoma Municipal Budget Act (the Act); and

WHEREAS, a public notice of a public hearing upon this budget has been duly and legally published as provided for in the City Charter and pursuant to the Oklahoma Municipal Budget Act; and

WHEREAS, this proposed budget has been filed with the City Clerk and the budget, upon adoption, will be filed with the State Auditor and Inspector and the Sinking Fund Estimate of Needs will be filed with the County Excise Board; and

WHEREAS, the provisions of the Municipal Budget Act (Section 17-201 through 17-216 of Title 11) of the Oklahoma Statutes have previously been adopted by resolution; and

WHEREAS, Section 17-209 A of the Act requires the Annual Budget to be adopted by the governing body no later than seven (7) days prior to the beginning of the fiscal year; and

WHEREAS, the accompanying Annual Budget documents set forth the estimated revenues and appropriations for each fund of the City of Sapulpa, the Sapulpa Municipal Authority, and the Sapulpa Development Authority including all related funds and the revenues and expenditures of each fund and any departments contained therein are classified by object code source of revenues and expenditures as required by Section 17-213 of the Act; and

WHEREAS, the budget complies with Section 17-206 of the Act by including the following:

- Budget Message
- Actual revenues and expenditures for the immediate prior fiscal year
- Revenues and expenditures for the current fiscal year as shown by the budget for the current year as adopted or amended

- Estimate of revenues and expenditures for the budget year; and

WHEREAS, in accordance with Section 17-215 B of the Act, the City of Sapulpa Councilors has determined that expenditures and encumbrances may not be authorized that exceed the legal level of control by account category and that the transfer authority vested with the City Manager is limited as prescribed in (A) below.

- A. The City Manager or the Chief Financial Officer may transfer any unexpended and unencumbered appropriation or any portion thereof from one line item to another, one object category to another within a department, or one department to another within a fund without further approval by the Mayor and the City Council or the Chairman and Board of Trustees except that no appropriation for debt service or other appropriation required by law or ordinance may be reduced below the minimums required. Said budget transfer amendments are allowed provided the sufficient justification is submitted, and the City Manager has approved.
- B. Amendments involving interfund transfers, supplemental amendments to account for unanticipated revenues and corresponding increases in appropriations, and amendments to decrease appropriations and corresponding revenues shall be adopted by Resolution at a meeting of the Mayor and City Council and filed with the State Auditor and Inspector.

WHEREAS, the Mayor and City Council authorize the Chief Financial officer to invest the City's funds as provided in Oklahoma Statutes, Title 62, Section 348.1; and

WHEREAS, after full and final consideration, the public hearing as required by Section 17-208 of the Act has been held on said budget and it is in the opinion of the Mayor and City Council that this budget, as filed, is balanced and does meet the requirements of the City of Sapulpa for the proper and sustained operations of the City, Authority and related funds, and should be approved as presented.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAPULPA, OKLAHOMA, THAT:

Section 1. The Budget Summary, Fund Summaries and departmental expenditures as shown by the object code classifications totals be adopted as the FY 18/19 Operating Budget of the City of Sapulpa and, further that the City, as beneficiary of the Sapulpa Municipal Authority and the Sapulpa Development Authority, ratifies and thereby adopts the Trust Budgets for all Enterprise Funds.

Section 2. That the City Treasurer is authorized to invest any funds not needed for current use, whether operating funds or bond funds, in accordance with Oklahoma Statutes, Title 62, Section 348.1

Section 3. All appropriations shall lapse at the end of the fiscal year.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
SAPULPA, OKLAHOMA, BY A VOTE OF _____ TO _____ ON THIS
_____ DAY OF _____, 2018.**

APPROVED:

ATTEST:

Reg Green, Mayor

Shirley Burzio, City Clerk

APPROVED AS TO FORM:

David Widdoes, City Attorney



AGENDA ITEM

Municipal Authority Regular

9.A.

Meeting Date: June 4, 2018

Submitted By: Anna Jo Fife, City Manager Assistant

Department: City Manager

Presented By:

SUBJECT:

Project Status Report from Tetra Tech regarding various City and SMA projects.

BACKGROUND:

RECOMMENDATION:

Attachments

Status report 06-04-18

Status Report

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

TETRA TECH, INC.
 PROJECT STATUS REPORT
 SAPULPA, OKLAHOMA
 JUNE 4, 2018

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		This project is currently advertised for construction. Bids will be opened June 13.	None.
3. SeneGence/Westside Sewer Plan	Josh Muskopf, P.E.	E		Subconsulting and survey underway. Alignment selection an important step in the next couple of weeks.	None.
4. Sapulpa Fire Training Facility Waterline	Josh Muskopf, P.E.	E		Permit approvals received from ODOT and ODEQ. Minor comments received and addressed for Stillwater Central Rail crossing permit. Awaiting approval from Omega Rail Mgmt.	None.
5. Hobson Street Study	Josh Muskopf, P.E.	P		Tetra Tech would like to study the cause of recurring SSO that takes place along Watchorn Avenue during wet weather. This will ensure recommendations for rehab will mitigate this SSO.	Approve agreement to perform study.
6. Frankoma Road Sanitary Sewer Extension	Josh Muskopf, P.E.	P		Agreement for Engineering Services to provide sanitary sewer to 65 acres at the Northwest Corner of E. 81 st Street and Frankoma Road.	Approve Agreement for Engineering Services.

STATUS
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