

SAPULPA MUNICIPAL AUTHORITY
TRUST PROCEEDINGS
Meeting of November 5, 2018

The Board of Trustees of the Sapulpa Municipal Trust Authority met in regular session Monday, November 5, 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
John Anderson, Trustee
Bruce Bledsoe, Trustee
Marty Cummins, Trustee
Carla Gunn, Trustee
Craig Henderson, Trustee
Hugo Naifeh, 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, CONSENT ITEMS, ADMINISTRATION.

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

- A.** Approve the minutes of October 15, 2018, regular municipal authority meeting;
- B.** Approve claims in the amount of \$259,011.95;
- C.** Approve an agreement with S2 Engineering, PLLC, to perform dam inspections of Sahoma Lake Dam, and Sapulpa Lake Dam (AKA: Country Club Lake) in the amount of \$7,700.00.

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

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

- A. A status report from Tetra Tech regarding various city and trust authority projects was presented for discussion. No action was taken by the board.

3. **PUBLIC COMMENTS:**

There were no comments made to the board.

4. **ADJOURNMENT.**

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

Chairman

Attest:

Secretary



AGENDA ITEM

Municipal Authority Regular

3.A.

Meeting Date: November 5, 2018

Submitted By: Shirley Burzio, City Clerk

Department: City Clerk

Presented By:

SUBJECT:

Consider approving the minutes of October 15, 2018, regular municipal authority meeting.

BACKGROUND:

RECOMMENDATION:

Attachments

minutes.10-15-2018 sma

SAPULPA MUNICIPAL AUTHORITY
TRUST PROCEEDINGS
Meeting of October 15, 2018

The Board of Trustees of the Sapulpa Municipal Trust Authority met in regular session Monday, October 15, 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
John Anderson, Trustee
Bruce Bledsoe, Trustee
Marty Cummins, Trustee
Wes Galloway, Trustee
Carla Gunn, Trustee
Craig Henderson, Trustee
Hugo Naifeh, Trustee

Absent: Carla Stinnett, 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 ITEM.

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

- A. Approve the minutes of the October 1, 2018, regular municipal authority meeting;
- B. Approve claims in the amount of \$409,270.83.

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

2. PUBLIC COMMENTS:

There were no comments made to the board.

3. ADJOURNMENT.

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

Chairman

Attest:

Secretary



Consent Agenda 5.A.

Municipal Authority Regular

Meeting Date: November 5, 2018

Submitted For: Amber Fisher, Accounts Payable Clerk

Submitted By: Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving Claims in the amount of \$259,011.95.
(Refer to: Purchase Order Claim Register with City Agenda.)



AGENDA ITEM

Administration 7.A.

Municipal Authority Regular

Meeting Date: November 5, 2018

Submitted By: Robert Petitt, Water Treatment Superintendent

Department: Water Treatment

Presented By: Robert Petitt

SUBJECT:

Discussion and possible action regarding an Agreement with S2 Engineering, PLLC to perform dam inspections of Sahoma Lake Dam, and Sapulpa Lake Dam (AKA: Country Club Lake) in the amount of \$7,700.00.

BACKGROUND:

This is an agreement with S2 Engineering to perform dam inspections of Sahoma Lake Dam, and Sapulpa Lake Dam (AKA: Country Club Lake). These dams are categorized as High Hazard Dams by the Oklahoma Resources Board (OWRB), and therefore, based on OWRB regulations, we are required to perform annual inspections of the dams to determine and maintain their integrity and the safety of our citizens.

RECOMMENDATION:

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

Fiscal Impact

Amount: \$7,700.00

To be paid from: SMA-Water Treatment

Account number: 20-524-311

Attachments


Agreement - S2 Engineering Dam Inspections

PROFESSIONAL SERVICES AGREEMENT

PARTIES TO THE AGREEMENT:	CLIENT City of Sapulpa Sapulpa Municipal Authority Attention: Rick Rumsey, Assistant City Manager 425 E. Dewey, Sapulpa, OK 74067	CONSULTANT S2 Engineering, PLLC 7633 E 63 rd Pl, Suite 300 Tulsa, OK 74133 Mailing Address: P.O. 2347, Broken Arrow, OK 74013
PROJECT DESCRIPTION:	Dam Inspection Reports 2018- Sapulpa and Sahoma Lakes	
SCOPE OF SERVICES:	See Attachment A for detailed scope of services.	
SCHEDULE:	Submit Report within 90 days from the date of notice to proceed.	
COMPENSATION:	Lump Sum \$7,700	
ATTACHMENTS:	Attachment A	

SCHEDULE OF PAYMENTS: S2 Engineering, PLLC shall be paid monthly based on invoices submitted. Invoices are due within 30 days of submittal unless mutually agreed in writing.

EXECUTION: Execution of this document by duly authorized representatives of S2 Engineering, PLLC and Client, including S2 Engineering, PLLC's Standard Conditions and any attachments, Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties. Neither party shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the other.

CLIENT:		CONSULTANT:	S2 ENGINEERING, PLLC
BY:		BY:	Srini Sundaramoorthy, P.E.
SIGNATURE:		SIGNATURE:	
TITLE:		TITLE:	Principal
DATE:		DATE:	10/10/18

S2 ENGINEERING, PLLC - STANDARD CONDITIONS

1. **SERVICES.** S2 Engineering, PLLC (S2E) shall provide professional services in accordance with the agreed upon scope of work.
2. **EXECUTION.** This Agreement becomes effective upon signatures by authorized representatives of the Client and S2 Engineering, PLLC, and upon receipt by S2E of a signed original or electronic transmittal. If electronic transmittal is initially sent to S2E Client will provide S2E with a signed original for record as soon as practicable.
3. **INITIATION.** S2 Engineering, PLLC. is authorized to proceed with services upon receipt of an executed Agreement or written Notice to Proceed.
4. **COMPLETION/TERMINATION.** This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. This contract may be terminated by the Client and/or S2 Engineering, PLLC upon 10 days written notice. In the event of such termination, S2E will be paid the portion of the compensation (and fixed fee, if applicable) for services performed in accordance with the scope of services under the terms of this Agreement to the date of termination together with all costs arising out of such termination.
5. **STANDARD OF CARE.** Services provided by S2 Engineering, PLLC 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. S2 Engineering, PLLC makes no warranty or guaranty, either express or implied.
6. **INDEPENDENT CONSULTANT.** S2 Engineering, PLLC 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.
7. **COMPLIANCE WITH LAWS.** S2 Engineering, PLLC will endeavor to comply with Federal, State, and local laws and ordinances applicable to the services to be provided under this Agreement.
8. **COLLECTION COSTS.** In the event 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, S2 Engineering, PLLC shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by S2 Engineering, PLLC in connection therewith and, in addition, the reasonable value of S2 Engineering, PLLC's time and expenses spent in connection with such collection action.
9. **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 S2 Engineering, PLLC. S2 Engineering, PLLC will retain all common law, statutory, and other reserved rights, including the copyright thereto. S2 Engineering, PLLC 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 S2 Engineering, PLLC.
10. **SITE VISITS/OBSERVATION.** If included in the Scope of Work, S2 Engineering, PLLC shall visit the project and/or construction site at appropriate intervals to become generally familiar with the progress, quality of work (contractors' work), and to determine if the work is proceeding in general accordance with the Contract Documents. Visits to the project site and observations made by S2 Engineering, PLLC as part of services during construction under Agreement shall not make S2 Engineering, PLLC responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make S2 Engineering, PLLC. responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto.
12. **INSURANCE.** S2 Engineering, PLLC will maintain the following levels of insurance during the term of this Agreement. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.
 - a. Worker's Compensation (and Employer's Liability Insurance) — as required by applicable state statute.
 - b. Commercial General Liability — \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$1,000,000 in the aggregate.
 - c. Automobile Liability — minimum of \$250,000 combined single limit for bodily injury and property damage.
 - d. Professional Liability (E&O) — \$500,000 each claim and in the aggregate.
13. **INDEMNIFICATION/HOLD HARMLESS.** S2 Engineering, PLLC 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 by S2 Engineering, PLLC's negligent acts, errors, or omissions in services provided pursuant to this Agreement. Provided, however, that if any such liability, settlements, loss, or costs result from the concurrent negligence of S2 Engineering, PLLC and the Client, this indemnification applies only to the extent of the negligence of S2 Engineering, PLLC.
14. **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the project to both the Client and S2 Engineering, PLLC, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of S2 Engineering, PLLC, 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 S2 Engineering, PLLC and its subconsultants to all those named shall not exceed \$50,000 or the amount of S2 Engineering, PLLC'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.
15. **DISPUTES.** Any action for claims arising out of or relating to this Agreement and/or respective services shall be governed by the laws of the State of Oklahoma. Mediation is an express condition precedent to the filing of any legal action. Unless the parties agree otherwise, the mediation shall be conducted pursuant to the Construction Mediation Rules of the American Arbitration Association.
16. **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 who is awarded a net recovery against the other 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.

ATTACHEMNT A

DAM INSPECTION REPORTS 2018- SAPULPA AND SAHOMA LAKES CITY OF SAPULPA, OKLAHOMA

SCOPE OF WORK

I. SCOPE OF THE PROJECT

City of Sapulpa (Owner) owns/operates Lake Sahoma and Lake Sapulpa dams. The dams are under the jurisdiction of the Oklahoma Water Resources Board (OWRB), and the OWRB requires annual inspection of the dam. The Owner has requested S2 Engineering, PLLC (Engineer) to perform the inspection. The scope of this project includes inspection and preparation of a report suitable for submission to the OWRB. The detailed scope for each phase is further provided below.

II. SCOPE OF WORK

The inspection shall be performed using the OWRB *Dam Inspection Checklist*. The scope includes the following elements:

- File Review
 - Site Visit and Visual Inspection
 - Report Preparation
 - Report Submittal
- A. File Review.** Engineer shall gather previous annual report and the other available Emergency Action Plan and review them for past history and findings. In addition, engineer shall also review Owner provided information pertaining to the dam and its maintenance.
- B. Site Visit and Visual Inspection.** Engineer will perform a site visit, and utilizing the *Dam Inspection Checklist*, visually observe the dam and its elements. It is noted that visual observation of the dam will be limited to where safe access exists. Engineer will take necessary photos to document key findings. The site visit and visual inspection will be performed by a registered professional engineer.
- C. Report Preparation.** Using the filed visual observation data and information gathered from the file review task, engineer will prepare a report summarizing the findings and recommendations, if any. The report will also include the completed Dam Inspection Checklist. Individual report will be prepared, one for Sapulpa Lake Dam and one for the Sahoma Lake Dam.
- D. Report Submittal.** Engineer will submit two draft copies of each report for Owner's review and respond to questions and clarifications. Applicable comments from this review will be incorporated into the final report. Engineer will submit three copies of the final report, two copies for the Owner and one copy for OWRB. Owner will submit the copy to OWRB.



Municipal Authority Regular

9.A.

Meeting Date: November 5, 2018

Submitted For: Rick Rumsey, Assistant City Manager

Submitted By: Amy Hoehner, Legal Assistant

SUBJECT:

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

Attachments

Tetra Tech Status Report

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

TETRA TECH, INC.
PROJECT STATUS REPORT
SAPULPA, OKLAHOMA
NOVEMBER 5, 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		Construction has begun.	None.
3.	SeneGence/Westside Sewer Plan	Josh Muskopf, P.E.	E		Survey and geotech complete. Potholing of conflicting utilities upcoming. Preliminary design on hold. Meeting with SeneGence representatives pending.	None.
4.	Sapulpa Fire Training Facility Waterline	Josh Muskopf, P.E.	E		Permit approvals from ODOT, ODEQ, and Stillwater Central Railway received. Bid package production underway.	Advertise for bids.
5.	Hobson Street Study	Josh Muskopf, P.E.	P		Study area flow monitoring complete. Survey complete. Study area draft deliverable anticipated completion date is November 30, 2018.	None.
6.	Frankoma Road Sanitary Sewer Extension	Josh Muskopf, P.E.	P		Survey complete. Geotech and potholing upcoming. Environmental information document and engineering report anticipated complete near the end of September.	None.