

**SAPULPA MUNICIPAL AUTHORITY**  
**TRUST PROCEEDINGS**  
Meeting of February 5, 2018

The Board of Trustees of the Sapulpa Municipal Trust Authority met in regular session Monday, February 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  
Wes Galloway, Trustee  
Craig Henderson, Trustee  
Alan Jones, Trustee  
Hugo Naifeh, Trustee  
Charles Stephens, Trustee  
Carla Stinnett, Trustee

Absent: Marty Cummins, 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 AND 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 the January 2, 2018, regular municipal authority meeting;
- B.** Approve the minutes of the January 16, 2018, regular municipal authority meeting;
- C.** Approve claims in the amount of \$471,519.35 for the January 16, 2018, meeting;
- D.** Approve claims in the amount of \$232,669.18;

- E. Approve the close-out of the North Hickory Wastewater Line Project with Garrow Construction, LLC; approve payment of the final pay request in the amount of \$22,582.50, which includes the approval of the change order deleting the replacement of an 8" ductile iron pipe crossing Hickory Street to be completed during the road construction project on North Hickory and resulting in a \$2,660.00 deduction in the project cost for a total project cost of \$59,015.00; approve all close out documents; establishing the warranty date effective January 8, 2018, through January 8, 2019;
- F. Approve the acceptance by the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Authority, of Grant Award No. 08-01-05221 from the U.S. Economic Development Administration in the amount of \$1,500,000.00 to support the construction of a sanitary sewer line on the west side of the City of Sapulpa;
- G. Approve the adoption of a Resolution of the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Authority amending the FY 2017-2018 annual budget by increasing revenues and appropriations in the Grants & Aid Fund in the amount of \$3,005,370.00 to provide funding for the west side sanitary sewer improvements. (Resolution No. 4510);
- H. Acknowledge receipt of Oklahoma Department of Environmental Quality Permit No. WL000019170906 for construction of 1,560 linear feet of 6" PVC potable waterline, 862 linear feet of 8" PVC potable waterline, and all appurtenances from West Highway 66 (Golf Course) north to West Johnson St.

ROLL CALL: AYE-John Anderson, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

- I. Motion was made by Chairman Hugo Naifeh, seconded by Vice-Chairman Louis Martin, to approve an agreement for engineering services with Tetra Tech for infrastructure needs of an additional one way surge tank to the Skiatook Raw Water Conveyance System (SRWCS) in a shared total amount of \$44,700.00, of which the City of Sapulpa is obligated for \$17,880.00.

ROLL CALL: AYE-John Anderson, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.



- J. Motion was made by Vice-Chairman Louis Martin, seconded by Trustee Craig Henderson, to approve the agreement with Municipal Finance Services, Inc., (MFSOK), as financial advisor in connection with the financing of wastewater system improvements, and infrastructure additions to service areas along Frankoma Road and 81st Street, and including other related costs associated with the issuances of promissory notes to Oklahoma Water Resources Board.

ROLL CALL: AYE-John Anderson, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

- K. Motion was made by Vice-Chairman Louis Martin, seconded by Trustee Craig Henderson, to approve the agreement with Public Finance Law Group as Bond Counsel in connection with the financing of wastewater system improvements, and infrastructure additions to service areas along Frankoma Road and 81st Street, and including other related costs associated with the issuance of promissory notes to the Oklahoma Water Resources Board.

ROLL CALL: AYE-Reg Green, Craig Henderson, Alan Jones, Louis Martin, Charles Stephens. NAY-John Anderson, Wes Galloway, Hugo Naifeh, Carla Stinnett. Motion carried 5-4.

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

- A. Status reports from Tetra Tech regarding various city and trust projects for January 16, 2018, and February 5, 2018, were presented for discussion only. There was no action taken by the board.

3. **PUBLIC COMMENTS:**

There were no comments made to the board.

4. **ADJOURNMENT.**

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

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Chairman

Attest:

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Secretary



## AGENDA ITEM

**Municipal Authority Regular**

**3.A.**

**Meeting Date:** February 5, 2018

**Submitted By:** Anna Jo Fife, City Manager Assistant

**Department:** City Manager

**Presented By:**

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**SUBJECT:**

Consider approving the minutes of the January 2, 2018, regular municipal authority meeting.

**BACKGROUND:**

**RECOMENDATION:**

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**Attachments**

minutes.01-02-2018 sma

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# DRAFT

## SAPULPA MUNICIPAL AUTHORITY TRUST PROCEEDINGS Meeting of January 2, 2018

The Board of Trustees of the Sapulpa Municipal Trust Authority met in regular session Monday, January 2, 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  
Marty Cummins, Trustee  
Craig Henderson, Trustee  
Alan Jones, Trustee  
Hugo Naifeh, Trustee  
Charles Stephens, 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 Trustee Alan Jones, seconded by Trustee John Anderson, to approve the following items of business:

- A. Approve the minutes of the December 18, 2017, regular municipal authority meeting;
- B. Approve claims in the amount of \$36,406.91.

ROLL CALL: AYE-John Anderson, Marty Cummins, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stevens.  
NAY-None. Motion carried 8-0.

**2. ADMINISTRATION.**

- A.** Motion was made by Trustee Charles Stephens, seconded by Trustee John Anderson, approve the adoption of a resolution of the Sapulpa Municipal Authority amending the FY 2017-2018 annual budget of the Stormwater Management Fund by increasing appropriations in the amount of \$65,000.00 to provide funds for the purchase of property.  
(Resolution No. 4509)

ROLL CALL: AYE-John Anderson, Marty Cummins, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens.  
NAY-None. Motion carried 8-0.

**3. ADJOURNMENT.**

There being no further business to consider, motion was made by Trustee Alan Jones, seconded by Trustee Charles Stephens, to adjourn the meeting. Motion carried unanimously.

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Chairman

Attest:

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Secretary



## AGENDA ITEM

**Municipal Authority Regular**

**3.B.**

**Meeting Date:** February 5, 2018

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

**Department:** City Clerk

**Presented By:**

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**SUBJECT:**

Consider approving the minutes of the January 16, 2018 regular municipal authority meeting.

**BACKGROUND:**

**RECOMENDATION:**

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**Attachments**

minutes.01-16-2018 sma

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**SAPULPA MUNICIPAL AUTHORITY**  
**TRUST PROCEEDINGS**  
Meeting of January 16, 2018

The Board of Trustees of the Sapulpa Municipal Trust Authority met in regular session Tuesday, January 16, 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  
Wes Galloway, Trustee  
Hugo Naifeh, Trustee  
Carla Stinnett, Trustee

Absent: John Anderson, Trustee  
Marty Cummins, Trustee  
Craig Henderson, Trustee  
Alan Jones, Trustee  
Charles Stephens, Trustee

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

There being no quorum, no meeting was held.

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Chairman

Attest:

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Secretary



**Consent Agenda 5.A.**

**Municipal Authority Regular**

**Meeting Date:** February 5, 2018

**Submitted By:** Anna Jo Fife, City Manager Assistant, City Manager

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**SUBJECT:**

Consider approving Claims in the amount of \$471,519.35. (January 16, 2018)

Refer to: Purchase Order Claim Register with City Agenda

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**Consent Agenda 5.B.**

**Municipal Authority Regular**

**Meeting Date:** February 5, 2018

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

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

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**SUBJECT:**

Consider Approving Claims in the amount of \$232,669.18

Refer to: Purchase Order Claim Register with City Agenda.

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## AGENDA ITEM

**Administration 7.A.**

### **Municipal Authority Regular**

**Meeting Date:** February 5, 2018

**Submitted For:** Rick Rumsey, Assistant City Manager

**Submitted By:** Anna Jo Fife, City Manager Assistant

**Department:** Assistant City Manager

**Presented By:** Rick Rumsey

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### **SUBJECT:**

Discussion and possible action regarding close-out of the North Hickory Wastewater Line Project with Garrow Construction, LLC, and payment of the final pay request in the amount of \$22,582.50. This also includes the approval of the change order which deleted the replacement of an 8" ductile iron pipe crossing Hickory Street which will be completed during the road construction project on North Hickory. This change order results in a \$2,660.00 deduction in the project cost. The total project cost was \$59,015.00. This includes the approval of all close out documents; establishing the warranty date effective January 8, 2018 through January 8, 2019.

### **BACKGROUND:**

All items of the referenced project have been completed and inspected and the City's Engineer is recommending close-out of the project. The total cost of the project was \$59,015.00. Staff concurs with the recommendation to close the project, fund the final payment of \$22,582.50, approve change order, and establishment of one (1) year warranty date commencing on January 8, 2018.

### **RECOMENDATION:**

Staff recommends closeout of this project as stated.

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### **Fiscal Impact**

**Amount:** \$22,582.50

**To be paid from:** 63-565-405B

**Account number:** Street Capital

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### **Attachments**

PEC Jim Moore Letter

Close-out Documents





January 9, 2018

City of Sapulpa  
425 E. Dewey Ave.  
Sapulpa, OK 74067

Attention: Mr. Rick Rumsey  
Assistant City Manager

Reference: North Hickory Sanitary Sewer Improvements  
PEC Project No. 432-14K57-SS-5785

Dear Mr. Rumsey :

Respectfully submitted are the following documents for the above referenced project :  
Certificate of Substantial Completion, Change Order 1, Final Pay Application, and Final  
Release or Waiver of Lien. The Consent of Surety is being delivered separately.

The warranty periods for this project will run as follows:

Street Segment	Begin Date	End Date
North Hickory SS from Line St. to 460' North	1/08/2018	1/08/2019

If you have any questions or concerns related to this information or the referenced  
project, or if you need any additional information, please feel free to contact me.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

James P. Moore, P.E.  
Project Manager

Encl.: As noted

## CERTIFICATE OF SUBSTANTIAL COMPLETION

Project No.: 432-14K57-SS- 5785

Project: North Hickory Sanitary Sewer Improvements

Contractor: Garrow Construction, LLC

Notice to Proceed: October 17, 2017

### DEFINITION OF SUBSTANTIAL COMPLETION

The date of substantial completion of a project or specified part of a project is the date when the construction is sufficiently completed, in accordance with the contract documents, so that the project or specified part of the project can be utilized for the purpose for which it was intended.

TO City of Sapulpa, Oklahoma  
(Owner)

AND Garrow Construction, LLC  
(Contractor)

Date of Substantial Completion January 8, 2018

The work performed under this contract has been inspected by authorized representatives of the Owner, Contractor, and Engineer and the above part of the Project is hereby declared to be substantially completed on the above date.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as noted below.

Professional Engineering Consultants, P.A.  
Engineer

James P. Moore 1-9-18  
Authorized Representative Date

The Contractor accepts the above Certificate of Substantial Completion and agrees to complete and correct the items on the tentative list within the time indicated.

Garrow Const  
Contractor

William J. ... 1-9-2018  
Authorized Representative Date

## CHANGE ORDER

Order No. One (1)

Date: January 9, 2018

PEC Project No. 432-14K57-003

Agreement Date: October 16, 2017

NAME OF PROJECT: Hickory St. Sanitary Sewer Replacement

OWNER: City of Sapulpa, Oklahoma

CONTRACTOR: Garrow Construction, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

Decrease pay items as follows:

1. Pay Item 9 (8" Ductile Iron Pipe)	52 LF at \$ 55.00 per LF	\$ (2,860.00)
2. Pay Item 11 (4" Service Connections)	30 LF at \$ 10.00 per LF	\$ (300.00)
3. Pay Item 13 (Asphalt Restoration)	72 SY at \$ 75.00 per CY	\$ (5,400.00)
4. Pay Item 17 (Class C Concrete)	3 CY at \$ 200.00 per CY	\$ (600.00)

Increase pay items as follows:

5. Pay Item 15 (Curb and Gutter Restoration)	11 LF at \$ 150.00 per LF	\$ 1,650.00
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Add new pay items as follows:

6. Pay Item 18 (MH B Outside Drop Repair)	\$ 3,050 Lump Sum	\$ 3,050.00
7. Pay Item 19 (MH 3 Height Extension)	\$ 1,800 Lump Sum	\$ 1,800.00

Decrease in Contract Price \$ (2,660.00)



Justification:

1. The proposed 8" ductile iron pipe for sanitary sewer that crosses Hickory St. along the north side of Line Ave. was deleted from the project due to conflicts with existing storm sewer pipes. Instead, the existing sanitary sewer drop at MH B was repaired and the manhole was left in place. This section of existing VCP sanitary sewer pipe will be removed and replaced with ductile iron pipe as part of the street reconstruction project when the storm sewer pipes are removed and relocated.
2. The curb and gutter at the northeast corner of Line Ave. and Hickory St. was left in place and 12 LF was deleted from the project. In exchange, 23 LF of curb and gutter was constructed at the northwest corner instead of a special flume. Net change is an additional 11 feet of Curb and Gutter Restoration.
3. The top section of MH 3 was exchanged with a new taller section to better fit the surrounding topography and the area was regraded to fit the new manhole.
4. Other quantities were adjusted to the measured quantities.
5. Contract time is increased as follows:
  - 14 days due to delay in contract approval.
  - 5 days due to delay caused by repair of sewer main blockage.
  - 14 days due to cold or wet weather.
  - 33 days total.

Change to CONTRACT PRICE

Original CONTRACT PRICE: \$ 61,675.00

The CONTRACT PRICE due to this CHANGE ORDER will be *decreased* by: \$ (2,660.00)

The new CONTRACT PRICE including this CHANGE ORDER will be: \$ 59,015.00

Change to CONTRACT TIME

Original CONTRACT TIME: 75 calendar days

The CONTRACT TIME due to this CHANGE ORDER will be *increased* by: 33 calendar days

The new CONTRACT TIME including this CHANGE ORDER will be: 108 calendar days

With the addition of 33 calendar days to the Contract Time, the revised Contract completion dates are as follows:

Substantial Completion	January 18, 2018
Final Completion	February 01, 2018

Requested by: \_\_\_\_\_ City of Sapulpa

Reviewed by: James P. Moore P.E.C., P.A.

Accepted by: William Green Garrow Construction, LLC

Garrow Construction LLC  
PO Box 1112  
Sapulpa, OK 74067

Pay Estimate No.:

Two (2)

FINAL PAYMENT

Date:

1/9/2018

Total Amount Earned:	<u>\$59,015.00</u>
Retainage Percentage (5%):	<u>\$0.00</u>
Total Earned Less Retainage:	<u>\$59,015.00</u>
Total Previously Billed:	<u>\$36,432.50</u>
Total Amount Due this Estimate:	<u>\$22,582.50</u>

I have examined this Partial Pay Request and concur in the certificate of the Contractor and certify that the materials used in the construction accomplished meet the requirements of the plans and specifications, as evidenced by certified test and inspection reports included in the project records.

Garrow Construction, LLC

Contractor

Date

By

Title

Professional Engineering Consultants, PA  
Resident Inspector

Date

By

Title

Professional Engineering Consultants, PA  
Project Engineer

Date

By

Title

FINAL RELEASE OR WAIVER OF LIEN

State of: OKLAHOMA

County of: CREEK

WHEREAS, GARROW CONSTRUCTION, LLC, the Undersigned has contracted with the City of Sapulpa to furnish materials and to provide labor and service for:

Project: North Hickory Sanitary Sewer Improvements  
Project No. : 14K57-SS-5785

NOW THEREFORE, the undersigned Contractor does hereby certify and warrant that he has made payment in full for any and all labor and material obligations incurred directly and indirectly as a result of this work. Furthermore, the undersigned Contractor does hereby agree to indemnify and hold harmless from any and all claims and liens, the City of Sapulpa, its agents, and the project improvements and real property.

Contractor: Garrow Construction, LLC

Authorized Agent: William Garrow

Typed or Printed Name: William Garrow

Title: OWNER

ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
COUNTY OF Creek ) ss.

Before me, a Notary Public in and for said County and State, on this 9th day of January, 2018, personally appeared William Garrows, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that s/he/they executed the same as h/his/their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Latisha Carr  
Notary Public

My Commission Expires:

5/9/20

My Commission Number:

16004607



SECTION 00498 - CLAIM OR INVOICE AFFIDAVIT

STATE OF OKLAHOMA                    )  
  )  
COUNTY OF CREEK                    )                    ss.

The undersigned, of lawful age, being first duly sworn upon oath, states that this invoice or claim is true and correct. Affiant further states that the work as shown by this invoice or claim, have been completed in accordance with the plans, specifications, orders or requests furnished to the Affiant. Affiant further states that (s)he has not paid, given or donated or agree to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the State of Oklahoma any money or any other thing of value to obtain payment or the award of this contract.

William Youson  
Affiant

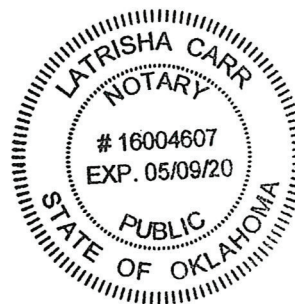
Subscribed and sworn to before me this 9<sup>th</sup> day of January, 2018.

Latisha Carr  
Notary Republic

My Commission Expires:

6/9/20

NOTE: This form is to be submitted with the bid.



**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

AIA DOCUMENT G707

OWNER ☐  
ARCHITECT ☐  
CONTRACTOR ☐  
SURETY ☒  
OTHER

Bond # 87C004178

PROJECT: North Hickory Sanitary Sewer Improvements

**TO (Owner)**

City of Sapulpa  
425 E. Dewey  
Sapulpa, OK 74067

ARCHITECT'S PROJECT NO:  
CONTRACT FOR: Sanitary Sewer

CONTRACT DATE: :

**CONTRACTOR:**

Garrow Construction, LLC

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety Company)

The Ohio Casualty Insurance Company  
1754 Berkeley St.  
Boston, MA 02116

,SURETY COMPANY,

on bond of (here insert name and address of contractor)

Garrow Construction, LLC, P.O. Box 112, Sapulpa, OK 74067

,CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall  
not relieve the Surety company of any of its obligations to (here insert name and address of Owner)

City of Sapulpa  
425 E. Dewey  
Sapulpa, OK 74067

,OWNER,

as set forth in the said Surety Company's bond

**IN WITNESS WHEREOF,**

The Surety Company has hereunto set its hand this 10th day of January 20 18

The Ohio Casualty Insurance Company

Surety Company

Signature of Authorized Representative

Patsy A. Payne, Attorney-in-Fact

Title

Attorney-in-Fact

Attest  
(seal)

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBT AND CLAIMS,  
Current Edition

AIA DOCUMENT G707 \* CONSENT OF SURETY COMPANY TO FINAL PAYMENT \* APRIL, 1970 EDITION \* AIA  
1970 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE. NW WASHINGTON, D.C. 20006

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4199043

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

**GARY LILES, RICK D. WEBB, RANDY D. WEBB, BOBBY JOE YOUNG, GLEN A. TOLENTINO, DONNA STEVENS, CAREY L. PAYNE, PATSY A. PAYNE, DIANE DOWDY, ALL OF THE CITY OF OKLAHOMA CITY, STATE OF OKLAHOMA**

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100** DOLLARS (\$ **50,000,000.00**) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 25th day of October, 2010.

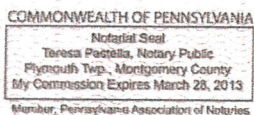
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 25th day of October, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 10th day of January, 2018.

By David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



## AGENDA ITEM

Administration 7.B.

### **Municipal Authority Regular**

**Meeting Date:** February 5, 2018

**Submitted For:** David Widdoes, City Attorney

**Submitted By:** Anna Jo Fife, City Manager Assistant

**Department:** Legal

**Presented By:** David Widdoes

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### **SUBJECT:**

Discussion and possible action regarding acceptance by the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Authority, of Grant Award No. 08-01-05221 from the U.S. Economic Development Administration in the amount of \$1,500,000.00 to support the construction of a sanitary sewer line on the west side of the City of Sapulpa.

### **BACKGROUND:**

On June 13, 2017, the Sapulpa City Council voted unanimously to approve Resolution No. 4487, which authorized and endorsed the submission of an application for grant funding through the Economic Development Administration's Public Works Investment Assistance Program for construction of a sanitary sewer line extension which is required to support the Senegence development in the western most portion of the City. On December 21, 2017, and in response to the grant application, a notice of award from the EDA was received for funding of \$1,500,000.00 to assist in construction of said sewer line. The funds needed for the city's match have already been secured through an irrevocable letter of credit from the developer. Formal acceptance of this grant award is required within 30 days of the date of award..

### **RECOMENDATION:**

Staff recommends Council accept Grant Award and authorize Mayor to execute any and all documents or contracts required.

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### **Attachments**

Resolution No. 4487

EDA Grant No. 08-01-05221 Documents

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RESOLUTION No. 4487

**A RESOLUTION AUTHORIZING AND ENDORSING SUBMISSION OF AN APPLICATION TO THE U.S. DEPARTMENT OF COMMERCE FOR FUNDING THROUGH THE ECONOMIC DEVELOPMENT ADMINISTRATION'S PUBLIC WORKS INVESTMENT ASSISTANCE PROGRAM FOR INFRASTRUCTURE AND ECONOMIC DEVELOPMENT IMPROVEMENTS NECESSARY FOR DEVELOPMENT OF THE SENEENCE INTERNATIONAL CENTER.**

**WHEREAS**, the U.S. Economic Development Administration's (EDA) Economic Development Assistance Programs are designed to accelerate the resurgence of manufacturing and help cultivate an environment for businesses to create well-paying jobs in regions across the country and reward communities that demonstrate best practices in attracting and expanding manufacturing by using long-term planning that integrates targeted investments in workforce training, infrastructure, research and other key assets;

**WHEREAS**, the EDA is seeking funding proposals for projects that are regional in scope and focus on manufacturing sectors that demonstrate comparative advantages in the marketplace, emphasize public-private and higher education collaboration and target investments that help stakeholders within a region to collaborate and build on existing regional assets to create a supportive regional economic ecosystem for business investment and innovation, increased international trade and exports, the creation of good jobs, and improved quality of life; and

**WHEREAS**, the City of Sapulpa is interested in applying for grant funds through the EDA for infrastructure improvements to the Senegence International Midwest campus and will be submitting a proposal to the EDA for such grant funding;

**WHEREAS**, it is necessary that an application be made and agreements be entered into with the EDA, including written support from the City for the project involved; and

**WHEREAS**, receipt of EDA grant assistance is essential to allow the City of Sapulpa to advance the economic development initiative of Senegence International that will benefit the City of Sapulpa and the northeast Oklahoma region; and

**WHEREAS**, the City of Sapulpa does hereby fully support and unequivocally endorse the grant application to EDA for infrastructure construction improvements necessary for the development of the Senegence International MidWest Center in Sapulpa, Oklahoma.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAPULPA, OKLAHOMA, as follows:**

SECTION 1. That the foregoing recitals shall be and are hereby incorporated in this Section 1 as if said recitals were fully set forth.

SECTION 2. That the City of Sapulpa apply for a grant under the terms and conditions of the EDA and shall enter into and agree to the understandings and assurances contained in said application.

Resolution # 4487

SECTION 3. That the City of Sapulpa will commit to providing local matching funds, in the form of cash and in kind services, in an amount up to \$100,000.

SECTION 4 That the Mayor and City Manager on behalf of the City of Sapulpa execute all such documents necessary for carrying out of said application and acceptance of said grant, including authorization to provide such additional information as may be required to accomplish obtaining such grant.

SECTION 5. If any section, paragraph, clause, or provisions of the Resolution shall be held invalid, said invalidity shall not affect any other provision of this Resolution.

SECTION 6. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

**APPROVED AND PASSED** by the City Council of the City of Sapulpa, Oklahoma on this 13<sup>th</sup> day of June, 2017.

**CITY OF SAPULPA, OKLAHOMA**  
**A Municipal Corporation**

By: \_\_\_\_\_

Reg Green, Mayor

**ATTEST:**

Shirley Burzio  
Shirley Burzio, City Clerk





U.S. DEPARTMENT OF COMMERCE  
Economic Development Administration  
Austin Regional Office  
903 San Jacinto, Suite 206  
Austin, TX 78701

In Reply refer to  
Investment No.: 08-01-05221

Joan Riley  
City Manager  
City of Sapulpa  
425 E. Dewey Avenue  
Sapulpa, OK 74066-4303

Dear Mrs. Riley,

I am pleased to inform you that the Department Of Commerce's Economic Development Administration (EDA) has approved your application for a \$1,500,000 EDA investment to the City of Sapulpa. This EDA funded project will support the extension of a sanitary sewer line to serve an industrial park site resulting in business expansion and job creation.

Enclosed are three signed copies of the Financial Assistance Award (CD-450). Your agreement to the terms and conditions of the award should be indicated by the signature of your principal official on each of the signed copies of the Financial Assistance Award. Two of the executed copies should be returned to Jason Wilson, Economic Development Administration, 903 San Jacinto Suite 206, Austin, TX 78701. If not signed and returned within 30 days from the date the Regional Director/Grants Officer signs the agreement, EDA may declare the Award null and void.

Please do not make any commitments in reliance on this award until you have carefully reviewed and accepted the terms and conditions. Any commitments entered into prior to obtaining the approval of EDA in accordance with its regulations and requirements will be at your own risk.

EDA's mission is to lead the Federal economic development agenda by promoting innovation and competitiveness, preparing American regions for growth and success in the worldwide economy. EDA implements this mission by making strategic investments in the nation's most economically distressed regions that encourage private sector collaboration and the creation of jobs. EDA investments are results driven, embracing the principles of technological innovation, entrepreneurship and regional development.

I share your expectations regarding the impact of this investment and look forward to working with you to meet the economic development needs of your community.

Sincerely,

A handwritten signature in dark ink, appearing to be "Jason Wilson", is written over a horizontal line.

Regional Director

Enclosures: CD-450 (three copies), Special Award Conditions

☒ GRANT ☐ COOPERATIVE AGREEMENT

## FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER  
08-01-05221

## RECIPIENT NAME

City of Sapulpa

## PERIOD OF PERFORMANCE

60 months from date of approval

## STREET ADDRESS

425 E. Dewey Avenue

## FEDERAL SHARE OF COST

\$ 1,500,000

## CITY, STATE, ZIP CODE

Sapulpa, OK 74066-4303

## RECIPIENT SHARE OF COST

\$ 1,505,370

## AUTHORITY

PWEDA of 1965, as amended (42 U.S.C. § 3121 et. seq.)

## TOTAL ESTIMATED COST

\$ 3,005,370

## CFDA NO. AND NAME

11.300 - Investments for Public Works and Economic Development Facilities

## PROJECT TITLE

Sanitary Sewer Line Extension

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

☒ DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (31 March 2017)☐ R & D AWARD☐ FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE☒ SPECIAL AWARD CONDITIONS☒ LINE ITEM BUDGET☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101☐ 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES☐ MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION.☒ OTHER(S): EDA Standard Terms and Conditions for Construction Project

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Jorge D. Ayala, Regional Director

DATE

12/21/2017

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Joan Riley, City Manager

DATE



SPECIAL AWARD CONDITIONS  
U.S. DEPARTMENT OF COMMERCE  
Economic Development Administration (EDA)

**CONSTRUCTION PROJECTS:** Public Works and Economic Adjustment Assistance Programs  
under Sections 201 and 209 of the Public Works and Economic Development Act, as amended,  
42 U.S.C. §§ 3141 and 3149

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Public Works and Economic Adjustment Assistance Programs

<b>Project Title: Sanitary Sewer Line Extension</b>	
<b>Recipient Name: City of Sapulpa</b>	<b>Project Number: 08-01-05221</b>

1. This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the *Authorized Scope of Work*. All work on this project must be consistent with the *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized by a fully executed Form CD-451.

The *Authorized Scope of Work* for this project includes: *The City of Sapulpa will construct a sanitary sewer line that consists of approximately 25,900 linear feet of 8-inch nominal diameter gravity main and 400 linear feet of 8-inch force main crossing bore.*

2. The Recipient Contact's name, title, address, and telephone number are:

Joan Riley City of Sapulpa Phone: (918) 224-3040 Email: jriley@cityofsapulpa.net	City Manager 425 E. Dewey Avenue Sapulpa, OK 74066-4303
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3. The Grants Officer is authorized to award, amend, suspend, and terminate financial assistance awards. The Grants Officer is:

Jorge D. Ayala Regional Director Fax: (512) 499-0478	Economic Development Administration Austin Regional Office 903 San Jacinto, Suite 206 Austin, TX 78701
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4. The Federal Program Officer (Area Director) oversees the programmatic aspects of this Award. The Federal Program Officer is:

Jessica Falk Phone: (512) 381-8168 FAX: (512) 499-0478 Email: jfalk@eda.gov	Economic Development Administration Austin Regional Office 903 San Jacinto, Suite 206 Austin, TX 78701
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5. The EDA Project Officer is responsible for day-to-day administration and liaison with the Recipient and receives all reports and payment requests. The Project Officer is:

Wesley Kaisershot Phone: (512) 381-8143 FAX: (512) 499-0478 Email: wkaisershot@eda.gov	Economic Development Administration Austin Regional Office 903 San Jacinto, Suite 206 Austin, TX 78701
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6. **ADDITIONAL INCLUDED DOCUMENTS:** In addition to the regulations, documents, or authorities incorporated by reference on the *Financial Assistance Award* (Form CD-450), the following additional documents are hereby incorporated by reference into this Award:

- EDA Construction Standard Terms and Conditions for Construction Projects (February 12, 2016); and
- The Recipient's application, including any attachments, project descriptions, schedules, and subsequently submitted supplemental documentation.

Should there be a discrepancy among these documents, the Special Award Conditions (this document), including any attachments, shall control.

7. **PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project Development Time Schedule:

Return of Executed Financial Assistance Award .....30 calendar days after receipt of Form CD-450/CD-451  
Start of Construction .....24 Months from the Date of Award  
Construction Completed .....48 Months from the Date of Award  
Authorized Award End Date ..... 60 Months from the Date of Award  
Submission of Final Financial Report (SF-425) .....No later than 90 calendar days from the Award End Date

Project Closeout – All project closeout documents, including final financial reports (Form SF-425 or any successor form) and any required program reports, shall be submitted to EDA not more than 90 calendar days after the date the Recipient accepts the completed project from the contractor(s).

The Recipient shall diligently pursue the development of the project so as to ensure completion within this time schedule and shall promptly notify EDA in writing of any event that could

substantially delay meeting any of the prescribed time limits for the project as set forth above. The Recipient further acknowledges that failure to meet the development time schedule may result in EDA taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. §§ 200.338–200.342, as applicable.

## 8. PROJECT REPORTING AND FINANCIAL DISBURSEMENTS INSTRUCTIONS:

- A. AWARD DISBURSEMENTS: Reimbursement basis only.** EDA will make disbursements under this Award on a reimbursement basis only, based on actual costs incurred, after all preconditions set forth in these Special Award Conditions have been met.

The “*Request for Reimbursement*” (Form SF-271 or any successor form) is used to request a disbursement, which shall be approved in writing by the Project Officer.

Please note that prior to the initial disbursement, the Recipient must complete the attached Form SF-3881 (or any successor form) “*ACH Vendor/Miscellaneous Payment Enrollment Form*” and submit it to NOAA’s Accounting Office by FAX at (301) 528-3675. (*FAX is required to secure confidentiality of sensitive information.*) The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award.

### B. REPORTS:

- a. *Project Progress Reports:* The Recipient shall submit project progress reports to the Project Officer on a quarterly basis for the periods ending **March 31, June 30, September 30, and December 31**, or any portion thereof, until the final disbursement is made by EDA. Reports should be submitted using the approved EDA template, which will be provided by the Project Officer and discussed during the project kick-off meeting. Reports are due no later than 1 month following the end of the quarterly period.
- b. *Financial Reports:* The Recipient shall submit a “*Federal Financial Report*” (Form SF-425 or any successor form) on a semi-annual basis for the periods ending **March 31 and September 30**, or any portion thereof, for the entire project period. Form SF-425 and instructions for completing this form are available at: <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

A final Form SF-425 must be submitted no more than 90 calendar days after the expiration date of the Award (*i.e.*, the Award End Date specified on the Form CD-450 or a subsequently executed Form CD-451). Final Financial Reports should follow the guidance outlined in the instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period and that all matching funds and program income (if applicable) are fully reported. Determination of the final grant rate and final balances owed to the government will be determined based on the information on the final Form SF-425, so it is imperative that it be submitted in a timely and accurate manner.

9. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined after the final financial documents are submitted in accordance with the applicable authorities specified on the *Financial Assistance Award* (Form CD-450), including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. part 200.

Except as otherwise expressly provided for within these Special Award Conditions, the Federal share of the allowable costs shall be based on the Investment Rate for the Award, as established on the Form CD-450 or any subsequent amendment (Form CD-451). In the event of an underrun in total allowable costs for this project, the Federal share of allowable costs shall be determined by the Investment Rate. The Federal share of total allowable costs shall not exceed the dollar amount specified on the original Award or any subsequent amendments.

Line Item Budget:

- A. Under the terms of the Award, the total approved authorized budget is:

Federal Share (EDA Amount)	\$1,500,000
Non-Federal Matching Share	\$1,505,370
Total Project Cost	\$3,005,370

- B. Under the terms of this Award, the total approved line item budget is:

COST CLASSIFICATION	Proposed	Approved
Administrative and legal expenses	30,000	30,000
Land, structures, rights-of-way, etc.		
Relocation expenses and payments		
Architectural and engineering fees	72,570	72,570
Other architectural and engineering fees		
Project inspection fees		
Site work		
Demolition and removal		
Construction	2,419,000	2,419,000
Equipment		
Contingencies	483,800	483,800
Total Project Cost	3,005,370	3,005,370

10. **MATCHING SHARE:** The Recipient agrees to provide the Recipient's non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal share requested for such project expenses (see 13 C.F.R. § 300.3). By accepting the Award, the Recipient also certifies that the Matching Share of the project costs is committed to the project, is not encumbered in any way that would prevent its use for the project, and will be available as needed for the project.

**11. REFUND CHECKS, INTEREST, OR UNUSED FUNDS:** Treasury has given EDA two options for having payments deposited to EDA's account:

- i. The first is the pay.gov website. This option allows the payee to pay EDA through the internet. The payee will have the option to make a one-time payment or to set up an account to make regular payments.
- ii. The second is paper check conversion. All checks must include on their face the name of the DOC agency funding the award, the award number, and a description of no more than two words identifying the reason for the check. A copy of the check should be provided to the EDA Project Officer. This option allows the payee to send a check to NOAA's Accounting Office, which processes EDA's accounting functions, at the following address:

U.S. Department of Commerce  
National Oceanic and Atmospheric Administration  
Finance Office, AOD, EDA Grants  
20020 Century Boulevard  
Germantown, MD 20874

The accounting staff will scan the checks in to an encrypted file and transfer the file to the Federal Reserve Bank, where the funds will be deposited in EDA's account. While this process will not be an issue with most payees, there are occasionally issues for entities remitting funds to EDA via check. If you are remitting funds to EDA via check, please make note of the following:

- If a check is sent to EDA, it will be converted into an electronic funds transfer by copying the check and using the account information to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours and will appear on your regular account statement.
- EDA will not return your original check; the original will be destroyed and a copy will be maintained in our office. If the Electronic Funds Transfer (EFT) cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be completed because of insufficient funds, EDA will charge you a one-time fee of \$25.00, which will be collected by EFT.

**12. CONSTRUCTION COMPLETION:** In keeping with prudent grants management policy, EDA construction projects must be completed within five (5) years of the date the Form CD-450 is signed by the Recipient accepting the Award. If construction is not completed by that date and the Grants Officer determines, after consultation with the Recipient, that construction to completion cannot reasonably be expected to be completed promptly and expeditiously, the grant may be terminated. Extensions beyond the five-year project period are exceedingly rare and can



only be authorized by the Assistant Secretary. Nothing in this paragraph is intended to alter the Project Development Time Schedule set out in paragraph 7, above.

13. **USEFUL LIFE:** The useful life of this project is hereby determined to be 20 years from the date the project is completed.
14. **GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION:** Department of Labor regulations set forth at 41 C.F.R. part 60-4 establish goals and timetables for the participation of minorities and women in the construction industry. Those regulations apply to all federally assisted construction contracts in excess of \$10,000. The Recipient shall comply with those regulations and shall obtain compliance with 41 C.F.R. part 60-4 from contractors and subcontractors employed on the project by including such notices, clauses, and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. part 60-4. The goal for the participation of women in each trade area shall be as follows: from April 1, 1981 until further notice: **6.9 percent.**

All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Special Award Conditions.

Goals for minority participation shall be as prescribed by Appendix B-80 of the Federal Register notice published October 3, 1980 at 45 FR 65984-65991, or any subsequently published amendments. The Recipient shall include the "*Standard Federal Equal Employment Opportunity Construction Contract Specifications*" (or cause them to be included, if appropriate) in all Federally-assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6. **The minority participation rate in construction is 10.2%.**

15. **PROCUREMENT:** The Recipient agrees that all procurement transactions shall be in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. §§ 200.317–200.326.
16. **EVIDENCE OF GOOD TITLE (Site Certificate):** Prior to the initial disbursement of funds by EDA, the Recipient shall provide an opinion of counsel, satisfactory to EDA, that the Recipient has acquired good and marketable title to land, free of all encumbrances, to all real property necessary for completion of the project, as well as any necessary rights-of-way, easements, State or local government permits, or long-term lease interests necessary for the completion of the project, in accordance with 13 C.F.R. part 314.
17. **NONRELOCATION:** By accepting this Award of financial assistance, the Recipient attests that the EDA-funded project will not be used to induce the relocation or the movement of existing jobs from one Region to another Region by a primary beneficiary of the Award (see 13 C.F.R. § 300.3). In the event that EDA determines that its assistance was used for such purposes, EDA reserves the right to pursue all rights and remedies, including suspension of disbursements, termination of the Award for convenience or cause, and disallowance of any costs attributable, directly or indirectly, to the relocation.

For purposes of ensuring that EDA assistance will not be used for relocation purposes, each applicant must inform EDA of all employers that constitute primary beneficiaries of the project. EDA considers an employer to be a “primary beneficiary” if the applicant estimates that such employer will create or save 100 or more permanent jobs as a result of the investment assistance and specifically names the employer in its application to EDA. In smaller communities, EDA may consider a primary beneficiary to be an employer of 50 or more permanent jobs so identified.

- 18. PERFORMANCE MEASURES:** The Recipient agrees to report on program performance measures and program outcomes in such a form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993, and the Government Performance and Results Modernization Act of 2010.

At this time, all Awards for construction assistance require Recipients to report actual job creation/retention and private investment leverage at three (3), six (6), and nine (9) years after an EDA investment. The Recipient must retain sufficient documentation so that they can submit these required reports. Failure to submit these reports may adversely impact the ability of the Recipient to secure future funding from EDA.

Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document. EDA staff will contact the Recipient in writing within a reasonable period prior to the time of submission of the reports with information on how this data should be submitted. The Recipient must ensure adequate and sufficient records are kept to support the methodology for computing initial job creation/retention and private investment estimates and all subsequent actual performance data, and must make this information available at EDA’s request, including in the event of an audit or performance site visit.

- 19. REAFFIRMATION OF APPLICATION:** Recipient acknowledges that Recipient’s application for this Award may have been submitted to the Government and signed by Recipient, or by an authorized representative of Recipient, electronically. Regardless of the means by which Recipient submitted its application to the Government or whether Recipient or an authorized representative of Recipient submitted its application to the Government, the Recipient hereby reaffirms and states that:

- i. All data in the application and documents submitted with the application are true and correct as of the date the application was submitted and remain true and correct as of the date of this Award;
- ii. The application was, as of the date of submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient; and
- iii. Recipient has read, understood, and will comply with all terms of this Award, including the Assurances and Certifications submitted with, or attached to, the application.

The term “application” includes all documentation and any information provided to the Government as part of, and in furtherance to, the request for funding, including submissions

made in response to information requested by the Government after submission of the initial application.

## **20. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE**

### *A. General Reporting Requirement*

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph B of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

### *B. Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
2. Reached its final disposition during the most recent five-year period; and
3. Is one of the following:

(a) A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;

(b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(c) An administrative proceeding, as defined in paragraph E. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(d) Any other criminal, civil, or administrative proceeding if:



- (i) It could have led to an outcome described in paragraph B.3.(a), (b), or (c) of this award term and condition;
- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

#### *C. Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

#### *D. Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph A of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

#### *E. Definitions*

For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
2. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
  - (a) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

- (b) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**21. U.S. ARMY CORPS OF ENGINEERS PERMITTING CLEARANCE:** Prior to advertisement for bids, the Recipient shall provide a copy of a valid Section 404 permit from the US Army Corps of Engineers (USACE) and satisfactory evidence that any mitigation set forth by the permit has been completed. If no Section 404 permit is required, the Recipient shall provide written verification from USACE that no Section 404 permit is required.

**22. OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) UTILITY PERMIT:** Prior to the advertisement for bids, the Recipient shall provide a copy of the utility permit to cross both ODOT highways with the sanitary sewer line, either by boring or open-cut methods.

**23. STILLWATER CENTRAL RAILROAD AGREEMENT:** Prior to the advertisement for bids, the Recipient shall provide a copy of the railroad agreement between the City of Sapulpa and Stillwater Central Railroad for the boring under and/or crossing of any railroad right-of-way affected by the construction of the sanitary sewer lines.

**24. HISTORICAL PRESERVATION:** Prior to ground disturbance or construction, the Recipient shall provide evidence satisfactory to EDA that the Oklahoma Archeological Survey has issued final approval of the design plans and specifications for the project. The Recipient shall comply with any and all stipulations of the final Oklahoma Archeological Survey approval. If the Recipient cannot or does not provide final approval of Oklahoma Archeological Survey as required by this Special Condition, Recipient agrees, at the discretion of EDA, to terminate this award.



## **AGENDA ITEM**

**Administration 7.C.**

### **Municipal Authority Regular**

**Meeting Date:** February 5, 2018

**Submitted For:** Pam Vann, Finance Director

**Submitted By:** Anna Jo Fife, City Manager Assistant

**Department:** Finance

**Presented By:** Pam Vann

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### **SUBJECT:**

Discussion and possible action regarding the adoption of a Resolution of the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Authority amending the FY 2017-2018 annual budget by increasing revenues and appropriations in the Grants & Aid fund in the amount of \$3,005,370.00 to provide funding for the west side sanitary sewer improvements.

### **BACKGROUND:**

The City has been awarded a grant from the Department of Commerce, Economic Development Administration, in the amount of \$1,500,000.00. Private donations will be received for the City's matching requirement of \$1,505,370.00. This is partial funding for the west side sanitary sewer improvements.

### **RECOMENDATION:**

Staff recommends the adoption of this resolution.

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### **Attachments**

EDA Grant Resolution 011618

EDA Grant budget adjustment 011618

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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA, AND THE SAPULPA MUNICIPAL AUTHORITY AMENDING THE FY 2017-2018 ANNUAL BUDGET BY INCREASING REVENUES AND APPROPRIATIONS IN THE GRANTS & AID FUND IN THE AMOUNT OF \$3,005,370.00 TO PROVIDE FUNDING FOR THE WEST SIDE SANITARY SEWER IMPROVEMENTS.

**WHEREAS**, the City has been awarded a grant from the Department of Commerce, Economic Development Administration, in the amount of \$1,500,000.00; and

**WHEREAS**, the purpose of this grant is to provide for sanitary sewer improvements to serve industrial development on the west side of Sapulpa; and

**WHEREAS**, the Grant requires \$1,505,370.00 matching funds which will be donated to the City,

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Sapulpa, Oklahoma that the following budget amendments be made:

**GRANTS & AID FUND**

(Increase) 60-4082 Donations	\$1,505,370.00
(Increase) 60-4392 EDA Grant	<u>1,500,000.00</u>
Total Revenue Increase:	\$3,005,370.00
(Increase) 60-592-311 Prof Services- Adm & Legal	\$ 30,000.00
(Increase) 60-592-311 Prof Services –Design & Bid	72,570.00
(Increase) 60-592-405B Facilities – Contract	<u>2,902,800.00</u>
Total Appropriations Increase:	\$3,005,370.00

**PASSED BY THE CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA AND THE BOARD OF TRUSTEES FOR THE SAPULPA MUNICIPAL AUTHORITY** and signed by the Mayor/Chairman this 16th day of January 2018.

\_\_\_\_\_  
Reg Green, Mayor/Chairman

ATTEST:

\_\_\_\_\_  
Shirley Burzio, City Clerk/Trust Secretary

\_\_\_\_\_  
David Widdoes, City Attorney/Trust Attorney

# BUDGET TRANSFER REQUEST

DEPARTMENT	Department Head Signature	Date Requested
Grant/EDA		1/16/2018

to recognize grant revenue from EDA for assistance with construction of sanitary sewer improvements for the west side of Sapulpa
--

RESOLUTION #	

Account #	Account Name	Amount Budgeted	Amount of Increase	Amount of Decrease	Adjusted Budget
60-4392	GRANT: EDA	\$0	\$1,500,000		\$1,500,000
60-4082	DONATIONS	\$64,174	\$1,505,370		\$1,569,544
60-592-311	PROF SVCS- ADM & LEGAL	\$0	\$30,000		\$30,000
60-592-311A	PROF SVCS - DESIGN & BID	\$0	\$72,570		\$72,570
60-592-405B	FACILITIES - CONTRACT	\$0	\$2,902,800		\$2,902,800

Date Approved	Finance Director	Date Rejected	Reason
Date Approved	City Manager	Date Rejected	Reason

FY 17-18

Transfer #:	17-
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## **AGENDA ITEM**

**Administration 7.D.**

### **Municipal Authority Regular**

**Meeting Date:** February 5, 2018

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

**Department:** Legal

**Presented By:** Rick Rumsey

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### **SUBJECT:**

Discussion of the Department of Environmental Quality acceptance of permit for construction of 1422 linear feet of potable waterline from West Highway 66 (Golf Course) north to West Johnson St.

### **BACKGROUND:**

DEQ requires that this permit be accepted by the City Council and noted in the minutes of the meeting.

### **RECOMENDATION:**

Staff recommends Council accept receipt of DEQ permit WL000019170906.

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### **Attachments**

DEQ Permit

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SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

January 02, 2018

Mr. Reg Green, Mayor  
City of Sapulpa  
425 E. Dewey  
Sapulpa, Oklahoma 74067

Re: Permit No. WL000019170906  
Fire Training Facility  
Facility No. 1020404

Dear Mr. Green:

Enclosed is Permit No. WL000019170906 for the construction of 1,560 linear feet of six (6) inch PVC potable waterline, 862 linear feet of eight (8) inch PVC potable waterline, and all appurtenances to serve the Fire Training Facility, Creek County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on January 02, 2018. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Sapulpa, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in black ink that reads "Karen Steele".

Karen Steele, P.E.  
Construction Permit Section  
Water Quality Division

KS/HH/RC/ag

Enclosure

c: Debbie Nichols, Regional Manager, DEQ  
REGIONAL OFFICE AT TULSA  
Joshua D Muskopf, PE, Tetra Tech, Inc







SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

PERMIT No. WL000019170906

WATER LINES

FACILITY No. 1020404

PERMIT TO CONSTRUCT

January 02, 2018

Pursuant to O.S. 27A 2-6-304, the City of Sapulpa is hereby granted this Tier I Permit to construct 1,560 linear feet of six (6) inch PVC potable waterline, 862 linear feet of eight (8) inch PVC potable waterline, and all appurtenances to serve the Fire Training Facility, located in SE/4, SE/4, NW/4, of Section 34, T-18-N, R-11-E, Creek County, Oklahoma, in accordance with the plans approved January 02, 2018.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) This water line does not provide fire flow.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].
- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.







SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

PERMIT No. WL000019170906

WATER LINES

FACILITY No. 1020404

PERMIT TO CONSTRUCT

- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

PERMIT No. WL000019170906

WATER LINES

FACILITY No. 1020404

PERMIT TO CONSTRUCT

- 15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

A handwritten signature in blue ink, appearing to read "Rocky Chen", is written over a horizontal line.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section  
Water Quality Division

VS 2/11





## **AGENDA ITEM**

**Administration 7.E.**

### **Municipal Authority Regular**

**Meeting Date:** February 5, 2018

**Submitted For:** Rick Rumsey, Assistant City Manager

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

**Department:** Assistant City Manager

**Presented By:** Rick Rumsey

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### **SUBJECT:**

Discussion and possible action regarding an Agreement for Engineering Services with Tetra Tech for infrastructure needs of an additional One Way Surge Tank to the Skiatook Raw Water Conveyance System (SRWCS) in a shared total amount of \$44,700.00, of which the City of Sapulpa is obligated for \$17,880.00.

### **BACKGROUND:**

The SRWCS existing infrastructure includes a one-way surge tank along the raw water pipeline to provide protection against hydraulic surges which may occur. This project is for a redundant surge tank similar and adjacent to the existing surge tank and will provide operational flexibility during periods of maintenance.

On January 22, 2018 the Sand Springs Authority recommended entering into an agreement in conjunction with the Sapulpa Municipal Authority for engineering services with Tetra Tech for the project. This agreement includes design, bidding, construction administration, and resident project representation services associated with the surge tank construction. The City of Sand Springs is apportioned 60% of the costs associated with the agreement for a total amount of \$26,820.00 and the City of Sapulpa is apportioned the remaining 40% resulting in an amount of \$17,880.00. For additional information regarding this item, please refer to the attachments.

### **RECOMENDATION:**

Staff recommends the Authority approve this Agreement with TetraTech.

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### **Fiscal Impact**

**Amount:** \$17,880.00

**To be paid from:** Sapulpa Municipal Authority

**Account number:** 20-524-315B

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**Attachments**

One Way Surge Tank

Letter from Frank Weigle

Agreement for Engineering Services - TetraTech

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January 24, 2018

Shirley Burzio,

**Re: Agreement For Engineering Services and Signature Documents for:  
Skiatook Raw Water Conveyance System (SRWCS) – One Way Surge Tank**

Shirley, attached are five (5) copies of the subject Agreement with Signature Sheets included. The Sand Springs Municipal Authority approved and executed the Agreement and their 60% share of the total Engineering Cost of \$44,700 noted in the agreement at their January 22, 2018 Meeting.

**Rick Rumsey is expecting this item and the signed Agreements for your next M.A. meeting. Please let him know you have them and they have been executed by Sand Springs.**

**There are (2) copies for Sand Springs, (2) copies for Sapulpa, and one to be returned to Tetra Tech.**

**Please send me (2) copies after Sapulpa has executed and signed them.**

Thank you.

Sincerely,

Frank Weigle



**AGREEMENT**  
**FOR**  
**ENGINEERING SERVICES**  
**SKIATOOK RAW WATER CONVEYANCE SYSTEM**  
**ONE WAY SURGE TANK**

THIS AGREEMENT, including Attachments between Sapulpa Municipal Authority and the Sand Springs Municipal Authority Joint Board (Owner) and Tetra Tech, Inc. (Engineer);

**WITNESSETH:**

WHEREAS, Owner intends to construct a new one way surge tank (the Project); 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 \_\_\_\_ day of \_\_\_\_\_ 2018.

**ARTICLE 2 - GOVERNING LAW**

This Agreement shall be governed by the laws of the state of Oklahoma, local ordinances, and resolutions and the interlocal cooperation agreement for the Skiatook Lake Raw Water Conveyance System originally executed December 1, 1986, hereafter referred to as the Interlocal Agreement.

**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. The System shall be operated and maintained in a good and workmanlike manner and in strict accordance with this Agreement. All work shall be performed by or under the supervision of Oklahoma Dept. Of Environmental Quality (ODEQ) certified operators properly qualified to perform such Services, which qualification shall be subject to review by the Owners. Engineer shall perform the Services which fail to satisfy this standard of care in a manner satisfactory to the Owner, at no additional cost. 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 \$1,000,000 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 \$1,000,000 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. All Project contractors shall be required to include Owner and Engineer as additional insureds on their General Liability insurance policies, and shall be required to indemnify Owner and Engineer to the same extent.

The Owners shall be responsible for providing all property loss insurance for the System.

Engineer and Owners each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, agents and employees, for damages covered by property insurance during and after the performance of



services. A similar provision shall be incorporated into all contractual arrangements entered into by Owners and shall protect Owners and Engineer to the same extent.

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

Engineer shall not be responsible for: (1) maintenance means, methods, techniques, sequences, procedures, or safety precautions and programs being provided by others in connection with the System; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any work 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 System operation costs will not vary from Engineer's estimates or that actual schedules will not vary from Engineer's projected schedules. Engineer shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the Engineer. Engineer does not guarantee that actual system operation costs will not vary from Engineer's estimates or that actual schedules will not vary from Engineer's projected schedule.

#### **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, databases, 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 for the direct and indirect costs associated with remobilization.

#### **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: Tetra Tech, Inc.  
7645 E. 63<sup>rd</sup> Street, Suite 301  
Tulsa, Oklahoma 74133  
Attention: D. Neill Pulliam Jr, P.E.,

Owner: Sand Springs/Sapulpa Joint Board  
c/o Sand Springs Municipal Authority  
PO Box 338  
Sand Springs, OK 74063  
Attention: Mr. Derek Campbell, P.E.

and

Sand Springs/Sapulpa Joint Board  
c/o Sapulpa Municipal Authority  
P.O. Box 1130  
Sapulpa, OK 74067  
Attention: Mr. Rick Rumsey, Assistant 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.

#### **ARTICLE 23 - PERIODIC REVIEW AND PERIOD OF SERVICE**

Reviews of the major facilities of the System, as identified in Attachment A, - Scope of Services, may be made at least two (2) times yearly during the months of February and August by one or more designated representatives of the Owners in the company of Engineer and at the discretion of the Owners. Reviews are to assess Engineer's performance and confirm acceptable operational condition of the System.

Only written comments from these reviews or other appropriate forums, authorized by the Owners, will be responded to by Engineer.

#### **ARTICLE 24 - MAINTENANCE EQUIPMENT AND SUPPLIES**

Maintenance equipment and supplies acquired by Engineer by direct purchase under this Agreement shall remain the property of the System, and shall be maintained by Engineer as a part of the System.

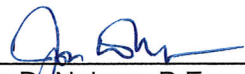
IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

Owner: Sapulpa Municipal Authority

Engineer: Tetra Tech, Inc.

By \_\_\_\_\_

By \_\_\_\_\_



Title \_\_\_\_\_

Jon D. Nelson, P.E.

Title Senior Vice President

Date \_\_\_\_\_

Date \_\_\_\_\_

Jan. 11, 2018

APPROVED

Municipal Authority Attorney  
\_\_\_\_\_

ATTEST

Secretary  
\_\_\_\_\_

Owner: Sand Springs Municipal Authority

Mike Burdge

Title \_\_\_\_\_

Chairman

Date \_\_\_\_\_

01-22-18

APPROVED

Municipal Authority Attorney  
\_\_\_\_\_



ATTEST  
Secretary  
\_\_\_\_\_

Janice L. Albany

**ATTACHMENT A  
TO  
AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN  
SAPULPA MUNICIPAL AUTHORITY AND  
SAND SPRINGS MUNICIPAL AUTHORITY, OWNERS  
AND  
TETRA TECH, INC., ENGINEER  
FOR  
SKIATOOK RAW WATER CONVEYANCE SYSTEM  
ONE WAY SURGE TANK**

**SCOPE OF WORK**

The following scope of services shall be made a part of the Agreement dated the \_\_\_\_ day of \_\_\_\_ 2018.

**I. PROJECT UNDERSTANDING**

The Sapulpa Municipal Authority and the Sand Springs Municipal Authority (Owners) currently utilize raw water from Skiatook Lake for treatment and subsequent distribution to customers. This raw water is conveyed to each individual entity's treatment facilities by the Skiatook Raw Conveyance System (SRWCS). The SRWCS existing infrastructure includes a one-way surge tank along the raw water conveyance pipeline to provide protection against hydraulic surges during hydraulic transient events such as pump starts and stops. In order to perform maintenance on the tank, the tank must be removed from service and no redundant protection is available for the conveyance pipeline. The Owners have requested a project to install a redundant surge tank similar and adjacent to the existing surge tank in order to provide operational flexibility during periods of maintenance.

This Project includes design, bidding, construction administration, and resident project representation services associated with the surge tank construction.

The surge tank construction covered in this project specifically includes the following:

- Installation of a new surge tank (similar to the existing tank configuration). This existing tank is approximately 20-feet diameter by 20-feet high is of welded steel construction.
- Installation of associated piping, valves, connections, and appurtenances necessary to tie the new surge tank to the existing conveyance pipeline.
- Installation of controls, instrumentation, and electrical equipment necessary in conjunction with the new surge tank.

The Owner has secured the site adjacent to the existing tank where this new tank will be located.



## II. SCOPE OF SERVICES

The scope of the Project includes the following distinctive phases:

- Design Phase
- Bidding Phase (Future)
- Construction Administration (Future)
- Resident Project Representation (Future)

1. A detailed scope associated with each phase is described below:

A. Design Phase.

The design phase will result in a complete set of plans and specifications suitable for submission to the ODEQ for formal approval to construct the project, as well as for bidding. The detailed scope of services for each category is outlined below. The design phase shall consist of the following tasks.

a. Project Management. Project management of the design shall include the following:

1. Administration. This item shall include the following:

- a) Project initialization and setup.
- b) Coordination of the project team.
- c) General project communications with the Owner and regulatory agencies.

2. Quality Control Reviews. Engineer's senior design and construction staff shall review the results of certain design activities and the deliverables prior to submission.

b. Surveying. Owner has identified and secured the site next to the existing tank. Owner also completed the topo survey of the site as well as boundary survey which will be used for developing the design documents.

c. Geotechnical Investigation. The Geotechnical investigation will be performed by a geotechnical subconsultant selected and paid separately by the Owner. Engineer shall assist the Owner with the procurement of the services of a qualified geotechnical firm for the preparation of a geotechnical report to document subsurface conditions at the site of the improvements. Assistance by the Engineer shall include the preparation of a scope of services, the procurement of proposals for the work by qualified geotechnical firms, a review of the proposals, the preparation of a recommendation for award, coordination of the contract for the services, and a review of the final geotechnical report.

d. Plans and Specifications. Complete the design of all project elements and finalize all plans and specifications as follows.

One-Way Surge Tank Construction. The new tank will be similar to the existing tank type and size. Finalize the design of the surge tank, piping, valving, connections, and associated appurtenances.

1. Sitework. Prepare the design of all site-related improvements including restoration of existing driveway, drainage facilities, grade structures, fencing, and miscellaneous earth work that may be disturbed by the surge tank and piping construction.

2. Electrical, Instrumentation, and Controls Design. The existing tank is not served by electric utility and does not have

electrical controls or connected to SCADA. Similarly, the new tank is not proposed to have electric feed or control schemes. As part of the preliminary design efforts, Engineer will evaluate the feasibility of incorporating a solar-powered level transmitter to the existing and the proposed tank for remote monitoring of each tank levels. Subject to Owner approval, Engineer will incorporate level monitoring in the final design.

3. Contract and Bidding Documents. Prepare the contract and bidding documents.
  - e. Opinion of Cost. Finalize the opinion of probable cost based on the final plans and specifications. This estimate shall serve as the Engineer's estimate for the bidding phase.
  - f. Permit Applications. Prepare the DEQ permit to construct will be necessary. Engineer will prepare the DEQ application for construction permits and provide the associated sketches, plans, specifications, and other information. Assist the Owner in the submission and securing of approval from DEQ.
  - g. Reviews. Engineer will conduct two reviews with the Owner. The first review will be at approximately 50% design level and the second review will be at 90% design level. Prior to each review Engineer will submit to Sapulpa and Sand Springs each three copies of the review document and conduct combined review session with Sapulpa and Sand Springs.
  - h. Deliverables. Submit five certified copies of the final plans and specifications, two copies each of the ODEQ Application for Permit to construct, and one copy of the opinion of probable costs to the Owners for final review and approval.
  - i. Final Review and Revision. Engineer will incorporate any final comments from the final review by the Owner and ODEQ by formal revision.
- B. Bidding. The scope and fee for this phase will established at a later date upon request by Owner
- C. Construction Administration. The scope and fee for this phase will established at a later date upon request by Owner.
- D. Resident Project Representation. The scope and fee for this phase will be established at a later data upon request by Owner.



**ATTACHMENT B  
TO  
AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN  
SAPULPA MUNICIPAL AUTHORITY AND  
SAND SPRINGS MUNICIPAL AUTHORITY, OWNERS  
AND  
TETRA TECH, INC., ENGINEER  
FOR  
SKIATOOK RAW WATER CONVEYANCE SYSTEM  
NEW ONE-WAY SURGE TANK**

**COMPENSATION**

The following compensation provisions shall be made a part of the Agreement dated the \_\_\_\_ day of \_\_\_\_\_ 2018.

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

- A. Basic Engineering Services.** For basic engineering services performed under Article 3, the Owner will pay the Engineer at the hourly rates, plus burdened expenses, set forth in Engineer's Rate Schedule (Attachment D). The rates shown include all costs, including overhead and profit. Total maximum billing shall not exceed \$44,700 without further authorization.
- B. Additional Engineering Services.** For additional engineering services, initiated by written authorization from Owner representative and performed under Article 3, the Owner will pay the Engineer at the "Additional Services" Hourly rates, set forth in Engineer's Rate Schedule (Attachment D), plus subcontract work, if any, and direct expenses at burdened cost plus 10%. Billing rates will not exceed those set forth in Engineer's Rate Schedule (Attachment D).

**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 1½% per month.

- A. Basic Engineering Services.** For the basic engineering services performed under Article 3, monthly payments shall be made in proportion to services performed. Owners shall pay the invoices as follows:

Sand Springs	60%
Sapulpa	40%

- B. Additional Engineering Services.** For additional engineering services, monthly payments by the Owner shall be based on detailed invoices from Engineer for work completed. Owners shall pay the invoices as follows:

Sand Springs	60%
Sapulpa	40%

**ATTACHMENT C  
TO  
AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN  
SAPULPA MUNICIPAL AUTHORITY AND  
SAND SPRINGS MUNICIPAL AUTHORITY, OWNERS  
AND  
TETRA TECH, INC., ENGINEER  
FOR  
SKIATOOK RAW WATER CONVEYANCE SYSTEM  
ONE WAY SURGE TANK**

**OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS**

The following list of special Owner responsibilities and contract conditions shall be made a part of the Agreement dated the \_\_\_\_ day of \_\_\_\_\_ 2018.

**I. OWNER RESPONSIBILITIES**

1. Owner shall furnish and make all provisions for the Engineer to enter upon public or private property as required for the Engineer to perform the Services under this Agreement.
2. Owner shall be responsible for all permit fees.
3. Owner shall designate in writing a person to act as its representative in respect to the work to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret, and define Owner's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement.

**ATTACHMENT D  
TO  
AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN  
SAPULPA MUNICIPAL AUTHORITY AND  
SAND SPRINGS MUNICIPAL AUTHORITY, OWNERS  
AND  
TETRA TECH, INC., ENGINEER  
FOR  
SKIATOOK RAW WATER CONVEYANCE SYSTEM  
ONE WAY SURGE TANK**

**RATE SCHEDULE**

The following hourly rates shall apply as described in Attachment B and shall be made a part of the Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_ 2018. (List effective July 1, 2017)

**I. PROFESSIONAL FEES BASED ON TIME**

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state and local taxes, plus profit.

<b>Personnel</b>	<b>Hourly Rate</b>
<b>Management</b>	
<b>Operations Management</b>	
Principal in Charge	\$300.00
<b>Project and Program Management</b>	
Project Manager 1	\$165.00
Project Manager 2	\$190.00
Sr Project Manager	\$215.00
Program Manager	\$245.00
<b>A/E Services</b>	
<b>Engineers</b>	
Engineer 1	\$90.00
Engineer 2	\$110.00
Engineer 3	\$125.00
Project Engineer 1	\$135.00
Project Engineer 2	\$165.00
Sr Engineer 1	\$215.00
Sr Engineer 2	\$220.00
Sr Engineer 3	\$250.00



Principal Engineer	\$260.00
<b>Engineering Designers</b>	
Engineering Technician	\$60.00
Engineering Designer 1	\$90.00
Engineering Designer 2	\$95.00
Engineering Designer 3	\$115.00
Sr Eng Designer 1	\$125.00
Sr Eng Designer 2	\$140.00
<b>Architects</b>	
Architectural Designer 1	\$75.00
Architectural Designer 2	\$80.00
Architectural Designer 3	\$105.00
Architect 1	\$120.00
Architect 2	\$140.00
Sr Architect 1	\$170.00
Sr Architect 2	\$195.00
Architectural Program Mgr	\$255.00
<b>Information Technology</b>	
Sys Analyst / Programmer 1	\$105.00
Sys Analyst / Programmer 2	\$120.00
Sr Sys Analyst / Programmer 1	\$145.00
Sr Sys Analyst / Programmer 2	\$195.00
<b>Sci Svcs</b>	
<b>Scientists</b>	
Scientist 1	\$80.00
Scientist 2	\$95.00
Scientist 3	\$100.00
Sr Scientist 1	\$135.00
Sr Scientist 2	\$165.00
Sr Scientist 3	\$210.00
<b>Field Services</b>	
<b>Construction Observation</b>	
Construction Project Rep 1	\$80.00
Construction Project Rep 2	\$90.00
Sr Constr Project Rep 1	\$125.00
Sr Constr Project Rep 2	\$150.00
<b>Construction Administration</b>	
Construction Administrator	\$75.00
Sr Construction Administrator	\$110.00
<b>Construction Management</b>	
Construction Manager 1	\$150.00
Construction Manager 2	\$195.00

Construction Director	\$200.00
<b>Surveying</b>	
Survey Tech 1	\$55.00
Survey Tech 2	\$75.00
Survey Crew Chief	\$95.00
Surveying Specialist	\$100.00
Land Surveyor	\$110.00
Sr Land Surveyor	\$155.00
<b>Plant Operations</b>	
Plant Operator 1	\$85.00
Plant Operator 2	\$90.00
Plant Supervisor	\$100.00
<b>Technical Services</b>	
<b>Technicians</b>	
Technician 1	\$55.00
Technician 2	\$75.00
Technician 3	\$90.00
Sr Technician 1	\$125.00
Sr Technician 2	\$130.00
Sr Technician 3	\$140.00
<b>Project Support</b>	
<b>Computer Aided Design (CAD)</b>	
CAD Technician 1	\$65.00
CAD Technician 2	\$70.00
CAD Technician 3	\$75.00
CAD Designer	\$90.00
Sr CAD Designer 1	\$115.00
Sr CAD Designer 2	\$140.00
CAD Director	\$150.00
<b>Geographic Information Systems (GIS)</b>	
GIS Analyst 1	\$65.00
GIS Analyst 2	\$100.00
Sr GIS Analyst	\$110.00
GIS Application Developer	\$130.00
Sr GIS Application Developer	\$160.00
<b>Business Support</b>	
<b>Project Administration</b>	
Project Assistant 1	\$65.00
Project Assistant 2	\$70.00
Project Administrator	\$95.00
Sr Project Administrator	\$100.00
<b>Contracts / Legal</b>	



Contract Administrator	\$80.00
Sr Contract Administrator	\$105.00
<b>Finance / Accounting</b>	
Project Analyst 1	\$70.00
Project Analyst 2	\$90.00
Sr Project Analyst	\$140.00
Project Accounting Director	\$230.00
<b>Technical Writers</b>	
Technical Writer 1	\$65.00
Technical Writer 2	\$75.00
Sr Technical Writer	\$85.00
<b>Graphics</b>	
Graphic Artist	\$115.00
<b>Consulting</b>	
Consultant 1	\$70.00
Consultant 2	\$95.00
Sr Consultant 1	\$130.00
Sr Consultant 2	\$180.00
Sr Consultant 3	\$190.00
<b>Reimbursable Expenses</b>	
Subcontractors	Cost plus 15%
Mileage:	
Auto	IRS Standard Rate
Truck	125% of IRS Standard Rate
Out of Pocket Expenses	Cost
Special Equipment	Standard Rate Schedule
	(available upon request)

## II. DIRECT COSTS

- A. Travel. Travel from the office on Project-related business will be billed at the hourly rates specified in Section I above. Charges for transportation, taxis, meals, lodging, gratuities, etc., will be billed at burdened cost plus 10% markup. Automobile travel (mileage) shall be billed at current approved government rates plus 10% markup.
- B. Technology Usage. Technology use fee charges on Project-related business may be billed at a rate not to exceed \$3.87 per hour.
- C. Outside Reproduction/Other Outside Services. Direct costs such as large-volume printing, shipping, or other outside services will be billed at burdened cost plus 10% markup.

- D. Other. All other direct costs not covered herein shall be invoiced to the client at burdened cost plus 10% for handling. All such charges shall be mutually agreed upon prior to submission to the client.

#### **IV. ADJUSTMENT CLAUSE**

The rates and costs described in this Agreement may be revised annually.

**ATTACHMENT E  
TO  
AGREEMENT FOR ENGINEERING SERVICES  
BETWEEN  
SAPULPA MUNICIPAL AUTHORITY AND  
SAND SPRINGS MUNICIPAL AUTHORITY, OWNERS  
AND  
TETRA TECH, INC., ENGINEER  
FOR  
SKIATOOK RAW WATER CONVEYANCE SYSTEM  
ONE WAY SURGE TANK**

**SCHEDULE**

The following schedule shall be made a part of the Agreement dated the \_\_\_\_ day of \_\_\_\_ 2018.

Engineer shall complete the design phase within 120 calendar days from notice to proceed plus the review period required by the Owner and DEQ for review of submittals.

The schedule for the bidding phase shall be established at a later date upon completion of the design phase.



## AGENDA ITEM

Administration 7.F.

### **Municipal Authority Regular**

**Meeting Date:** February 5, 2018

**Submitted For:** Joan Riley, City Manager

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

**Department:** City Manager

**Presented By:** Joan Riley

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### **SUBJECT:**

Discussion and possible action regarding Agreement with Municipal Finance Services, Inc. (MFSOK), as financial advisor in connection with the financing of wastewater system improvements, and infrastructure additions to service areas along Frankoma Road and 81st Street, and including other related costs associated with the issuances of promissory notes to Oklahoma Water Resources Board.

### **BACKGROUND:**

Discussions have been ongoing for several weeks regarding the funding of much needed wastewater improvements during City Council Study Sessions and Administration and Finance Committee meetings. City Manager, Joan Riley, has worked closely with both Municipal Finance and the Public Law Group prior to coming to Sapulpa and during her tenure here in Sapulpa where they have provided financial data and insight to the OWRB loan programs.

### **RECOMENDATION:**

City Manager recommends approval.

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### **Attachments**

MFSOK Agreement

MFSOK ADV Part 2A

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January 11, 2018

## **FINANCIAL ADVISOR SERVICES AGREEMENT**

### **SAPULPA MUNICIPAL AUTHORITY SERIES 2018 CLEAN WATER SRF AND OR PROMISSORY NOTES TO OKLAHOMA WATER RESOURCES BOARD**

THIS AGREEMENT is entered into, by and among MUNICIPAL FINANCE SERVICES, INC. (“MFSOK”) and SAPULPA MUNICIPAL AUTHORITY (“AUTHORITY”), a public trust with the City of Sapulpa, Oklahoma (the “City”) as beneficiary.

#### **RECITALS**

WHEREAS, the Authority desires to engage MFSOK as financial advisor in connection with the financing of certain wastewater system improvements and paying other related costs associated with the issuance of the Note(s), (the “Project(s)”); and

WHEREAS, to finance all or a portion of the costs of the Project, the Authority intends to issue or cause to be issued its Clean Water SRF Promissory Note or Promissory Notes to Oklahoma Water Resources Board (“OWRB”) in the aggregate principal amount of between \$8 to 10 million dollars (the “Note(s)”); and

WHEREAS, MFSOK has demonstrated the necessary professional capabilities, experience and resources to provide financial advisory services required by the Authority as outlined herein.

NOW, THEREFORE, the Authority and MFSOK, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

#### **AGREEMENTS**

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

MFSOK will render the following services as financial advisor to the Authority:

- A. Preparation of a preliminary financing plan identifying a tentative time schedule, proposed project costs, required revenue sources and security features and estimated debt service requirements under various repayment terms and conditions; and



- B. Assess the Authority's existing obligations and covenants to ensure the proposed financing conforms with any existing revenue pledges and agreements securing such obligations; and
- C. Recommendations on any utility rate adjustments, if required, to ensure adequate revenues are available to meet existing and future debt service payments and operational costs of the Authority; and
- D. Preparation of all applicable loan applications and supporting documentation for submittal to the Oklahoma Water Resources Board in a form consistent with applicable rules and regulations; and
- E. Coordination with Authority staff, local counsel, and bond counsel to facilitate the application submittal and review process; and
- F. Respond to any questions or additional information requests of the OWRB during the loan application review, including attending meetings as necessary; and
- G. Represent the Authority at the OWRB meeting at which the Board considers approval of the Authority's loan applications; and
- H. Prepare any updated information required by the OWRB prior to closing the loans; and
- I. Review documents to assure conformity with the financial documents and materials related to the loans; and
- J. Prepare a summary of the final loan transactions and present said summary to the Trustees of the Authority at an appropriate meeting; and
- K. Coordinate the loan closings with other parties.

MFSOK and Issuer acknowledge the Public Finance Law Group as Bond Counsel on the transaction under separate contract or contracts. MFSOK may rely on opinions and advice from legal representatives of the Issuer and will not be held responsible for any legal advice, directly or indirectly, rendered by the legal representatives involved in the transaction.

MFSOK's services are limited to those specifically set forth herein. MFSOK's services do not extend past the closing of the loans.

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

- A. Compensation for Financial Advisor Services. For services as financial advisor to the Authority, MFSOK shall be paid at the time of issuance a fee of one percent (1%) of par amount of issuance.
- B. Expenses. For each Note, 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 required in connection with the Note shall be paid directly by the Authority.

- C. Payment and Contingency. Fees and expenses shall be payable by Authority at the time of issuance of the Note. Payment for all fees and expenses hereunder shall be made at closing from proceeds of the Note or from other available funds of the Authority and shall be contingent upon issuance of the Note.

### **III. Term and Termination**

- A. Term of Agreement. Unless terminated as provided herein, the term of this Agreement shall be through the earlier of (i) the closing date of the transaction or (ii) June 30, 2018. Should the transaction not be completed by June 30, 2018, this Agreement shall be automatically extended for a period of twelve (12) months through June 30, 2019.
- B. Termination of Agreement and Services. This Agreement and all financial 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 Authority, shall, at the option of Authority, 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 Authority except to a successor partnership or corporation to which all or substantially all of the assets and operations of MFSOK are transferred. Authority may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the Notes (if not the Authority). Authority shall not otherwise assign its rights and obligations under this Agreement without written consent of MFSOK. All references to MFSOK and Authority in this Agreement shall be deemed to refer to any successor of MFSOK and to any such assignee of Authority 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 G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and 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 Municipal Securities Rulemaking Board ("MSRB").

Within the Municipal Securities Rulemaking Board ("MSRB") website at [www.msrb.org](http://www.msrb.org), the Issuer 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.

Authority further acknowledges receipt of MFSOK's Form ADV Part 2A Brochure and 2B Brochure Supplements as required by the SEC and Oklahoma Department of Securities prior to entering into this Agreement.

## **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 Authority. 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 Authority. The fee paid to MFSOK increases the cost of borrowing to the Authority. The increased cost occurs from compensating MFSOK for municipal advisory services provided.

If MFSOK becomes aware of any, actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Authority a supplement written disclosure with sufficient details of the change, if any, which will allow the Authority 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 Issuer 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 Authority 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 Authority with informed advice;
- C. make a reasonable inquiry as to the facts that are relevant to the Authority's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Authority; 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 Authority;
  - b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Authority, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Authority securities; and
  - c. any information provided to the Authority 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 Authority and act in the Authority'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 Authority about each material conflict of interest (as applicable). MFSOK will not engage in municipal advisory activities with the Authority as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Authority'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 Authority.

**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 Authority 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 Authority. In addition, MFSOK will inform the Authority 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 Authority; and
- C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Authority's objectives.

If the Authority 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 Authority.

**X. Record Retention**

Pursuant to the Securities and Exchange Commission (SEC) record retention regulations, Municipal Finance Services, Inc. is required to maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Authority for five (5) years after the maturity of any obligation.



**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: Rick Smith, President  
P.O. Box 747  
Edmond, OK 73083-0747

AUTHORITY:

Sapulpa Municipal Authority  
Attn: Chairman  
P.O. Box 1130  
Sapulpa, OK 74067-1130

**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.

Authority and MFSOK have entered into this Agreement by the duly authorized representatives which was approved on January 16, 2018 at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: \_\_\_\_\_  
Jon Wolff, Vice-President

SAPULPA MUNICIPAL AUTHORITY

By: \_\_\_\_\_  
Chairman



# 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)

December 28, 2017

FIRM BROCHURE

Form ADV Part 2A

And

Form ADV Part 2B



**MUNICIPAL  
FINANCE  
SERVICES, INC.**  

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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 amendment to Municipal Finance Services, Inc.'s Brochure dated September 20, 2017, there has been a material change to Form ADV Part 2A Brochure. The Disciplinary information in Part 2A, Item 9 has been modified to report an Order issued by the Oklahoma Department of Securities (ODS) dated November 8, 2017. The ODS action adopted an Administrative Proceeding issued by the U.S. Securities and Exchange Commission (SEC) dated August 24, 2017. The SEC action was previously reported in the September 20, 2017 amendment. There has been no change on Form ADV Part 2B for Rick A. Smith and Jon Wolff.

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 Rick A. Smith, President 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)

December 28, 2017

## 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 [rickasmith@mfsok.com](mailto:rickasmith@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 Gayeland 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.

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.

**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.

#### **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>

**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 is usually 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 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.

Since the last amendment to Municipal Finance Services, Inc.'s Brochure dated September 20, 2017, there has been a material change to Form ADV Part 2A Brochure. The Disciplinary information in Part 2A, Item 9 has been modified to report an Order issued by the Oklahoma Department of Securities (ODS) dated November 8, 2017. The ODS action adopted an Administrative Proceeding issued by the U.S. Securities and Exchange Commission (SEC) dated August 24, 2017. The SEC action was previously reported in the September 20, 2017 amendment. There has been no change on Form ADV Part 2B for Rick A. Smith and Jon Wolff.

## ***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 Rick A. Smith.

**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

December 28, 2017

**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 Rick A. Smith, President 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 Gayeland Wolff**

**Municipal Finance Services, Inc.**

3933 E Covell Rd

Edmond, Oklahoma 73034

Phone (405) 340-1727

December 28, 2017

**FORM ADV PART 2B  
BROCHURE SUPPLEMENT**

**This brochure supplement provides information about Jon Gayeland Wolff that supplements the Municipal Finance Services, Inc. brochure. You should have received a copy of that brochure. Please contact Rick A. Smith, President 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 Gayeland 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 Gayeland 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 Gayeland 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

December 28, 2017

**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 Rick A. Smith, President 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:***

- Stephens Inc., Oklahoma City, OK., Investment Banker, November 2001 to March 2009
- 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

December 28, 2017

**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 Rick A. Smith, President 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.
- 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. 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

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 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:

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- (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.**



## **AGENDA ITEM**

**Administration 7.G.**

### **Municipal Authority Regular**

**Meeting Date:** February 5, 2018

**Submitted For:** Joan Riley, City Manager

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

**Department:** City Manager

**Presented By:** Joan Riley

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### **SUBJECT:**

Discussion and possible action regarding Agreement with Public Finance Law Group as Bond Counsel in connection with the financing of wastewater system improvements, and infrastructure additions to service areas along Frankoma Road and 81st Street, and including other related costs associated with the issuance of promissory notes to Oklahoma Water Resources Board.

### **BACKGROUND:**

Discussions have been ongoing for several weeks regarding the funding of much needed wastewater improvements during City Council Study Sessions and Administration and Finance Committee meetings. City Manager, Joan Riley, has worked closely with both Municipal Finance and the Public Law Group prior to coming to Sapulpa and during her tenure here in Sapulpa where they have provided financial data and insight to the OWRB loan programs.

### **RECOMENDATION:**

City Manager recommends approval.

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### **Attachments**

PFLG Engagement Letter

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t 405.235.3413 • f 405.235.2807  
5657 N. CLASSEN BOULEVARD, SUITE 100 • OKLAHOMA CITY, OK 73118

## **AGREEMENT FOR BOND COUNSEL SERVICES**

SAPULPA MUNICIPAL AUTHORITY,  
CREEK COUNTY, OKLAHOMA  
SERIES 2018 PROMISSORY NOTES  
TO OKLAHOMA WATER RESOURCES BOARD

THIS AGREEMENT is entered into as of February \_\_, 2018, by and among THE PUBLIC FINANCE LAW GROUP PLLC (“PFLG”) and SAPULPA MUNICIPAL AUTHORITY (the “Issuer”), an Oklahoma public trust, as follows:

### RECITALS

WHEREAS, the Issuer desires to engage PFLG as bond counsel in connection with the financing of certain wastewater system improvements, along with related costs (the “Project”); and

WHEREAS, to finance all or a portion of the costs of the Project, the Issuer intends to issue or cause to be issued its Promissory Notes to Oklahoma Water Resources Board ( through either or both the FAP Loan Program or CWSRF Loan Program but referred to collectively herein as the “Note”); and

WHEREAS, PFLG possesses the necessary professional capabilities and resources to provide the legal services required by Issuer as described in this Agreement.

### AGREEMENTS

#### **1. Scope of Services.**

A. *Bond Counsel Services.* PFLG will render the following services as bond counsel to the Issuer:

- (1) Consultation with representatives of the Issuer, including the manager of the Issuer, David Widdoes, as counsel to the Issuer (“Issuer’s Counsel”), Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed financing.
- (2) Preparation of loan, security and other authorizing documents (the “Financing Documents”).
- (3) Review of documentation with respect to any letter of credit, bond insurance and/or reserve fund surety policy provided in connection with the Note, if any.



- (4) Attendance at such meetings or hearings of the Issuer and working group meetings or conference calls as the Issuer may request, and assistance to the Issuer staff in preparation of such explanations or presentations to the governing body of the Issuer as they may request.
- (5) Preparation of final closing papers to be executed by the Issuer required to effect delivery of the Note and coordination of the Note closing.
- (6) Rendering of bond counsel's customary final legal opinion on the validity of the Note and, with respect to a tax-exempt Note, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and Issuer acknowledge that Issuer shall be represented by Issuer's Counsel for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Issuer's Counsel to the extent requested by Issuer or Issuer's Counsel.

PFLG and Issuer further acknowledge that the Issuer shall be represented by Municipal Finance Services, Inc., a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1 (referred to herein as an "Independent Registered Municipal Advisor" or "IRMA"). PFLG is a firm of attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG and its attorneys do not represent themselves to be a financial advisor or financial expert. Therefore, PFLG is excluded from the definition of Municipal Advisor, and PFLG does not intend to provide any advice with respect to municipal financial products or the issuance of municipal securities outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. Notwithstanding the foregoing, in the event certain advice may be construed as beyond the scope of traditional legal services, the Issuer specifically acknowledges that PFLG may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) the Issuer is represented by an Independent Registered Municipal Advisor not associated with PFLG, (ii) the Issuer hereby advises PFLG that the Issuer is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) the Issuer has been advised that PFLG is not a municipal advisor and PFLG owes no federal statutory fiduciary duty to the Issuer.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, Issuer, the Independent Registered Municipal Advisor, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of Issuer or any other party to the transaction in any litigation or other legal or administrative proceeding involving the Note, the Project or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or

personal property. PFLG will not be responsible for preparing, reviewing, or opining with respect to any Official Statement and/or any Continuing Disclosure Undertakings applicable to the Note (if any), including but not limited to the accuracy, completeness or sufficiency of the Official Statement, Continuing Disclosure Undertaking, or other offering material relating to the Note. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of issuance of the Note and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Note, Note proceeds or the Project after issuance of the Note.

## **2. Compensation and Reimbursements.**

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the Issuer, PFLG shall be paid a fixed fee at the time of issuance of the Note of one percent (1.0%) of the principal amount of the Note.

B. *Expenses.* PFLG shall also be paid a fixed amount of \$2,500.00 per Note issuance to cover expenses and transcript production and distribution, provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with the issuance of each Note shall be paid directly by the Issuer, but if paid by PFLG on behalf of the Issuer, shall be reimbursed to PFLG on demand.

C. *Payment.* Fees and expenses shall be payable by Issuer at the time of issuance of the Note. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the Note and shall be entirely contingent upon issuance of the Note.

D. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it 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 adoption or execution by Issuer, shall, at the option of Issuer, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Issuer, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Note; provided that Issuer shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Note or the Issuer.

## **3. Nature of Engagement; Relationships With Other Parties.**

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the

historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Note, PFLG will act as special counsel to Issuer with respect to issuance of the Note; i.e., PFLG will assist the Issuer's Counsel in representing Issuer but only with respect to validity of the Note and the Financing Documents, and the tax status of interest on the Note, in a manner not inconsistent with the role of bond counsel described above.

Issuer acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Note financing or the Project or that may be involved with or adverse to Issuer in this or some other matter. PFLG agrees not to represent any such entity in connection with the Note financing, during the term of this Agreement, without the consent of Issuer. Given the special, limited role of bond counsel described above, Issuer acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and Issuer specifically consents to any and all such relationships.

#### **4. Limitation of Rights to Parties; Successor and Assigns.**

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer and PFLG any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer and PFLG.

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

#### **5. Counterparts.**

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

**6. Notices.**

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC  
5657 N. Classen Boulevard, Suite 100  
Oklahoma City, OK 73118  
Attention: Allan A. Brooks or Nathan D. Ellis

ISSUER:

Sapulpa Municipal Authority  
425 E. Dewey  
Sapulpa, OK 74067-1130  
Attention: Manager

[Remainder of Page Left Blank Intentionally]

Issuer and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

**THE PUBLIC FINANCE LAW GROUP PLLC**

By: \_\_\_\_\_  
Allan A. Brooks III

**SAPULPA MUNICIPAL AUTHORITY**

By: \_\_\_\_\_  
Title: Chairman  
Date: February \_\_\_\_, 2018



## AGENDA ITEM

**Municipal Authority Regular**

**9.A.**

**Meeting Date:** February 5, 2018

**Submitted By:** Anna Jo Fife, City Manager Assistant

**Department:** City Manager

**Presented By:**

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**SUBJECT:**

Status Reports from Tetra Tech regarding various City and SMA projects for January 16, 2018 and February 5, 2018.

**BACKGROUND:**

**RECOMENDATION:**

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**Attachments**

Status Report 01-16-18

Status Report 02-05-18

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TETRA TECH, INC.  
PROJECT STATUS REPORT  
SAPULPA, OKLAHOMA  
JANUARY 16, 2018

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

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 and then advertise for construction.
3. Dewey Ave. Sewer Connection	Ryan Mittasch, P.E.	E		Construction has begun.	None.
4. SeneGence/Westside Sewer Plan	Josh Muskopf, P.E.	E		Tetra Tech issued updated submittal to INCOG on 10/18/17. Final report submitted to the City.	None.
5. Sapulpa Fire Training Facility Waterline	Josh Muskopf, P.E.	E		Permitting applications have been sent. Awaiting approvals.	None.
6. Sapulpa Sanitary Sewer Atlas Update	Josh Muskopf, P.E.	E		New electronic and paper sanitary sewer atlases and data files distributed to City staff.	None.

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

**TETRA TECH, INC.**  
**PROJECT STATUS REPORT**  
**SAPULPA, OKLAHOMA**  
**FEBRUARY 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		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 and then advertise for construction.
3.	Dewey Ave. Sewer Connection	Ryan Mittasch, P.E.	E		Construction will be complete this month.	None.
4.	SeneGence/Westside Sewer Plan	Josh Muskopf, P.E.	E		Tetra Tech issued updated submittal to INCOG on 10/18/17. Final report submitted to the City.	None.
5.	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.	None.