

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 PM p.m. on Monday, April 2, 2018, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

The City Council welcomes comments from citizens of Glenpool who wish to address any item on the agenda. Speakers are requested to complete one of the forms located on the agenda table and return to the City Clerk PRIOR TO THE CALL TO ORDER

AGENDA

	Page
A) Call to Order - Timothy Lee Fox, Mayor	
B) Roll Call, Declaration of Quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor	
C) Invocation –	
D) Pledge of Allegiance – Timothy Lee Fox, Mayor	
E) City Manager Report – David Tillotson, City Manager	
F) Mayor Report – Timothy Lee Fox, Mayor	
G) Council Comments	
H) Public Comments	
I) Scheduled Business	
1) Discussion and possible action to approve minutes from March 19, 2018. (Susan White, City Clerk) Regular Meeting - 19 Mar 2018 - Minutes - Html	3 - 11
2) Discussion and possible action to approve proposal from Site Services Company for Public Safety Building parking lot reseal and striping at a cost not to exceed \$9,103.80. (Lynn Burrow, Community Development Director) Parking Lot Resealing	12 - 15
3) Discussion and possible action to approve an Agreement Pursuant to Section 10(f) of the May 2015 Agreement of Compromise, Settlement, and Release between the City of Glenpool and the Glenpool Utility Services Authority (acting jointly) and Creek County Rural Water District No. 2 and authorizing the Mayor to execute said Agreement. (Lowell Peterson, City Attorney and GUSA Counsel) Staff Memo - Acceptance of Audit and Recon Agreement 040218 Agreement Pursuant to Section 10(f)	16 - 20
4) Discussion and possible action to schedule dates for a City Council Retreat. (David Tillotson, City Manager)	
5) Discussion and possible action to enter into Executive Session for the purpose of conferring on matters pertaining to economic development because public disclosure of the matter discussed would interfere with the development of products or services or would violate the confidentiality of the business, pursuant to Title 25 § 307(C)(10) of	

the Oklahoma Statutes (Open Meeting Act.)
(Lowell Peterson, City Attorney)

- 6) Discussion and possible action to reconvene in Regular Session.
(Timothy Fox, Mayor)

J) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on March 29, 2018 at 4:00 p.m.

Signed: Susan White
City Clerk

MINUTES
Regular Meeting Meeting
Monday, March 19, 2018 Council Chambers 6:00 PM

COUNCIL PRESENT: Brandon Kearns
Momodou Ceesay
Tim Fox

COUNCIL ABSENT: Trish Agee
Jacqueline Triplett-Lund

STAFF PRESENT: Lowell Peterson
Susan White
Lynn Burrow
Debbie Pengelly
John Gonsalves

STAFF ABSENT: Rick Malone
Dennis Waller
Paul Newton

A) Call to Order - Timothy Lee Fox, Mayor

- 1) Mayor Fox called the meeting to order at 6:03 p.m.

B) Roll Call, Declaration of Quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor

- 1) Ms. White called the roll; Mayor Fox declared a quorum was present.

Guests present were: Stephanie Rammohan; Rex Robertson; Steve Boettcher with INCOG; Jason Yarbrough, Glenpool First Baptist Church; and Jason Robertson, Atty. for OMAG.

C) Invocation –Rev. Jason Yarbrough, First Baptist Church

D) Pledge of Allegiance – Timothy Lee Fox, Mayor

E) Community Development Report – Lynn Burrow, Community Development Director

- 1) Mr. Burrow presented reported on commercial and residential developments; projects currently being processed in the Planning Dept.; as well as activities in the Code Enforcement Department.

F) Treasurers Report – John Gonsalves, Finance Director

- 1) Mr. Gonsalves updated the Council on the current status of the FY 17-18 Budget.

G) City Manager Report – David Tillotson, City Manager

- 1) Mr. Tillotson's report included:
 - An upcoming meeting with the Chamber of Commerce to collaborate on 2018 Black Gold festival.;
 - An employee survey will go out this week, seeking input and ideas about the future of Glenpool. The next survey will be delivered to the business community.;
 - Work on the FY 18/19 Budget has begun.;
 - Glam-up Glenpool is slated for April 28. A Glenpool High School student is credited with the idea for the event. The purpose is to work around town, cleaning and planting flowers.;
 - The Brookover Development is experiencing lots of activity. Public hearings for the TIF adoption process are slated for April and action to approve will become before the Council in May.

H) Mayor Report – Timothy Lee Fox, Mayor

- 1) Mayor Fox expressed his appreciation for all of the kind words and prayers uttered on his behalf during the recent loss of his mother.

I) Recognition of Stephanie Rammohan for years of service - David Tillotson, City Manager

- 1) Mayor Fox acknowledged Stephanie Rammohan's many years of service in Code Enforcement and presented her with a plaque of appreciation.

J) Council Comments

- 1) Councilor Kearns encouraged the audience to encourage our teachers during these challenging times of state funding issues. He stated contact information for Oklahoma State legislators can be found on the Glenpool Public School website.

K) Public Comments

- 1) None.

L) Scheduled Business

- 1) Public hearing for the purpose of receiving comment and recommendations on suggested projects for the 2018 Community Development Block Grant (CDBG) application.

(Lynn Burrow, Community Development Director)

- a) Open public hearing - Timothy Fox, Mayor
- b) Facilitate public comments - Lynn Burrow, Com. Dev. Director
- c) Close public hearing - Timothy Fox, Mayor

Steve Boettcher with INCOG alerted the Council that proposed funds totaling approximately \$103,000.00 were currently available through the CDBG grant process. INCOG welcomes an application from Glenpool. As part of the application process, City Council must conduct a Public Hearing to receive public input.

Mayor Fox opened the public hearing at 6:43 p.m.

No comments were offered from the audience.

Mayor Fox closed the public hearing at 6:44 p.m.

- 2) Discussion and possible action to adopt Resolution No. 2018002, a Resolution of the City Of Glenpool requesting financial assistance to address community development needs within the city, by submitting an application to the Tulsa County Urban County Community Development Block Grant (2018).

(Lynn Burrow, Community Development Director)

Moved by Brandon Kearns, seconded by Momodou Ceesay

To approve Resolution No. 2018002 as presented.

	For	Against	Abstained	Absent
Trish Agee				x
Brandon Kearns	x			
Jacqueline Triplett-Lund				x
Momodou Ceesay	x			
Tim Fox	x			
	3	0	0	2

CARRIED.

- 3) Discussion and possible action to approve 2018 CDBG Project, directing proposed allocations of \$103,000.00 in grant funds to be used for the purpose of funding the construction upgrades to the Glenpool Senior Center, and further authorize matching funds of approximately \$3,417.00.

(Lynn Burrow, Community Development Director)

Mr. Burrow presented for Council consideration a project for the CDBG

application. The project represented kitchen upgrades at the Senior Citizens Building including installation of commercial appliances.

Moved by Momodou Ceesay, seconded by Brandon Kearns

to approve CDBG project for construction upgrades to the Glenpool Senior Center, directing proposed CDBG allocations of approximately \$103,000.00 and matching funds not to exceed \$3,600.00.

	For	Against	Abstained	Absent
Trish Agee				x
Brandon Kearns	x			
Jacqueline Triplett-Lund				x
Momodou Ceesay	x			
Tim Fox	x			
	3	0	0	2

CARRIED.

- 4) Discussion and possible action to approve and adopt Ordinance No. 753 amending Ordinance No. 733 and adopting Amended Project Plan and Amended Qualified Project Costs.
(Lowell Peterson, City Attorney/Local District Counsel)

Mr. Peterson stated both the City and GIA are parties to the TIF District No. 1 Agreement therefore it is necessary for both bodies to take action. He reminded Council the changes represented in Ordinance No. 753 mirrored those presented moments earlier in the Glenpool Industrial Authority meeting.

Moved by Momodou Ceesay, seconded by Brandon Kearns

to approve Ordinance No. 753 as presented.

	For	Against	Abstained	Absent
Trish Agee				x
Brandon Kearns	x			
Jacqueline Triplett-Lund				x
Momodou Ceesay	x			
Tim Fox	x			

3 0 0 2

CARRIED.

- 5) Discussion and possible action to approve and adopt Amended Tax Regulatory Agreement to include Amended Qualified Project Costs.
(Lowell Peterson, City Attorney/Local District Counsel)

Mr. Peterson alerted Council that the term "Regulatory" was inadvertently used in the agenda item language. Instead it should be "Reimbursement".

Moved by Brandon Kearns, seconded by Momodou Ceesay

to approve and adopt Amended Tax Reimbursement Agreement to include Amended Qualified Project Costs.

	For	Against	Abstained	Absent
Trish Agee				x
Brandon Kearns	x			
Jacqueline Triplett-Lund				x
Momodou Ceesay	x			
Tim Fox	x			
	3	0	0	2

CARRIED.

- 6) Discussion and possible action to approve minutes from February 20, 2018 meeting.
(Susan White, City Clerk)

Moved by Momodou Ceesay, seconded by Brandon Kearns

to approve minutes as presented.

	For	Against	Abstained	Absent
Trish Agee				x
Brandon Kearns	x			
Jacqueline Triplett-Lund				x
Momodou Ceesay	x			
Tim Fox	x			

3 0 0 2

CARRIED.

- 7) Discussion and possible action to approve a plat waiver request from Greg Ables for a .92 acre tract of land located approximately 600 feet south of the southeast corner of 145th Place and 26th West Avenue. (Lynn Burrow, Community Development Director)

Mr. Burrow reported that both the Technical Advisory Committee and the Planning Commission have agreed previous platting requirements have already been met and recommended waiving further plat requirements.

Moved by Momodou Ceesay, seconded by Brandon Kearns

to approve plat waiver request as recommended by Planning Commission and staff.

	For	Against	Abstained	Absent
Trish Agee				x
Brandon Kearns	x			
Jacqueline Triplett-Lund				x
Momodou Ceesay	x			
Tim Fox	x			
	3	0	0	2

CARRIED.

- 8) Discussion and possible action to approve PUD (Planned Unit Development) 38 application from TJ Remy for a zone change from CS (Commercial Shopping) and RD (Residential Duplex) on a tract of land located in the Southeast Quarter of Section 12, Township 17 North, Range East 12 East of the Indian Base and Meridian, Tulsa County, Oklahoma. (Lynn Burrow, Community Development Director)

Mayor Fox announced that he had been advised the item is not ready for action and should return to a later agenda. He struck the item from the agenda.

- 9) Discussion and possible action to authorize Council and/or staff representation to attend ICSC, Las Vegas, Nevada and pay all related expenses.

(David Tillotson, City Manager)

Mr. Tillotson advised Council on behalf of Councilor Lund (Councilor Lund was absent) she had conveyed her interest in attending the conference. Mayor Fox stated he was unable to attend this year due to a scheduling conflict.

Moved by Brandon Kearns, seconded by Momodou Ceesay

to authorize and approve expenses related to ICSC, Las Vegas for Vice-Mayor Ceesay, Councilor Lund and City Manager.

	For	Against	Abstained	Absent
Trish Agee				x
Brandon Kearns	x			
Jacqueline Triplett-Lund				x
Momodou Ceesay	x			
Tim Fox	x			
	3	0	0	2

CARRIED.

- 10) Discussion and possible action to schedule dates for a City Council Retreat.

(David Tillotson, City Manager)

Mr. Tillotson recommended Council may want to consider this item at a future agenda when the whole Council is present. No action was taken.

- 11) Discussion and possible action to enter into executive session for the purposes of:
- (A) Discussing negotiations concerning employees and representatives of employee groups, specifically for the purpose of discussing possible amendments to, and terms and conditions of, a collective bargaining agreement with the International Association of Fire Fighters, Local 2990, for the 2018-2019 Fiscal Year, pursuant to 25 O.S. § 307(B)(2) (Open Meeting Act).
 - (B) Discussing negotiations concerning employees and representatives of employee groups, specifically for the purpose of discussing possible amendments to, and terms and conditions of, a collective bargaining agreement with the Fraternal Order of Police,

Lodge 133, for the 2018-2019

Fiscal Year, pursuant to 25 O.S. § 307(B)(2) (Open Meeting Act).

(C) Discussing confidential communications between the City Council and the City Attorney

concerning a pending action in the Tulsa County District Court because the City Council, with the

advice of the City Attorney, has determined that disclosure will seriously impair the ability of

the City Council to process such pending action; to wit: Summit Properties, Inc., v. City of

Glenpool, Case No. CJ-2016-2222, pursuant to § 307(B)(4) (Open Meeting Act).

(D) Discussing confidential communications between the City Council and the City Attorney concerning a pending action in the Oklahoma Supreme Court because the City Council, with the advice of the City Attorney, has determined that disclosure will seriously impair the ability of the City Council to process such pending action; to wit: Application To Assume Original Jurisdiction And Petition For Writ Of Mandamus And Petitioner's Combined Brief In Support In The Supreme Court Of The State Of Oklahoma, In Re: Tulsa County District Case No. Cs-2017-03452, Ron Wade & Linda Wade, Plaintiffs; Lynn Burrow, Jeff Wallen, Chuck Berryhill, David Deere, & Judah Closterman, Defendants, pursuant to § 307(B)(4) (Open Meeting Act).

(Lowell Peterson, City Attorney)

Mr. Peterson advised Council that Mr. Jason Robertson, Attorney for OMAG was in the audience and available to confidentially update the Council concerning Item 11(D). He further suggested that Lynn Burrow and Susan White join the Executive Session for the same purpose.

Moved by Brandon Kearns, seconded by Momodou Ceesay

to convene in Executive Session for the purposes as delineated.

	For	Against	Abstained	Absent
Trish Agee				x
Brandon Kearns	x			
Jacqueline Triplett-Lund				x
Momodou Ceesay	x			
Tim Fox	x			
	3	0	0	2

CARRIED.

- 12) Discussion and possible action to reconvene in Regular Session.

(Timothy Fox, Mayor)

Moved by Momodou Ceesay, seconded by Brandon Kearns

to reconvene in Regular Session at 8:45 p.m.

	For	Against	Abstained	Absent
Trish Agee				x
Brandon Kearns	x			
Jacqueline Triplett-Lund				x
Momodou Ceesay	x			
Tim Fox	x			
	3	0	0	2

CARRIED.

- 13) Discussion and possible action with respect to matters discussed in Executive Session.

(Timothy Fox, Mayor)

No action was taken.

M) Adjournment

- 1) Meeting adjourned at 8:45 p.m.



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE COMMUNITY DEVELOPMENT DIRECTOR

RE: ASPHALT PARKING LOT AND ACCESS DRIVE RE-SEALING

DATE: APRIL 2, 2018

BACKGROUND

This item is for City Council consideration and action regarding the approval and acceptance of a proposal covering the re-sealing of asphalt parking lots and access drives serving the Public Safety building. The attached proposals solicited and received for this work also cover the complete crack sealing on the asphalt portion of the park lot and access drive serving the facility. The proposals also include costs associated with the re-stripping of the parking and drives necessary to complete the project. It should be noted that the asphalt paving surfaces serving this building have never been resealed since the original construction of these facilities. The American Asphalt Association recommends that to maintain adequate protection against water migration into and through this type of asphalt surfacing, periodic crack and fog-sealing should be a part of a routine maintenance program and be re-applied on an approximate five (5) year cycle - depending on traffic and weather conditions. As the Council is aware, the Public Safety Building and supporting parking and drives were completed in 2008. The condition of the asphaltic surfacing serving this facility remains in good condition, but is well past due for this type of re-sealing to maintain that condition. In response to this situation, Staff solicited proposals from Affordable Asphalt Company and Site Services Company. Both proposals are attached for consideration.

- Affordable Asphalt Company: Public Safety Building Cost: \$9,103.80
- Site Services Company: Public Safety Building Cost: \$10,978.00

Staff Recommendation:

Staff recommends approval of the proposal received from Site Services Company covering the stated scope of services for a total cost not to exceed \$9103.80 to be paid from the FY 2017/2018 General Budget Fund Item No. 1-6-01-6273.

Attachments:

- A. Affordable Asphalt Company Proposal
- B. Site Services Company Proposal



610 WEST 41ST STREET Phone No. 918-245-0927
SAND SPRINGS, OK 74063 Fax No. 918-245-0936
Please Visit us at: affordableasphaltok.com
Or email us at: office@affasphalt.com

**Award
Winning
Member of
The Better
Business
Bureau**



**Proudly
Serving The
Tulsa Area for
Over 25 Years**

Established in 1992

Proposal

Date 3/14/2018

Job # 106548

Note: This Proposal May Be Withdrawn By
Us If Not Accepted Within 30 Days

To: **CITY OF GLENPOOL**
12205 S. YUKON AVE.
GLENPOOL, OK 74033

Attn.: Jeff Wallen
Phone No.: 918-209-4610
Cell No.: 918-770-2537
Fax No.: 918-209-4611
E-mail: cwallen@cityofglenpool.com

Description	Option Price	Total
Public Safety Building		
ITEM (1) SEALCOAT, CRACKFILL, & STRIPE Area in Red - We will clean lot free of loose debris using power equipment. We will prime areas of excessive oil drippings. No guarantee sealer will adhere to oily surfaces. We will seal cracks in asphalt pavement 1/4" to 3/4" inch in size using a rubberized hot pour crack and joint sealant. This does not include areas of alligator cracking or cracks larger than 1 inch in width. We will then apply two coats of Latex modified quality pavement sealer with silica sand in both coats to approx. 52,793 sq. ft. We will then restripe as currently exists with a high traffic quality marking paint.		10,978.00
ITEM (2) SEALCOAT & CRACKFILL Area in Green - We will clean lot free of loose debris using power equipment. We will prime areas of excessive oil drippings. No guarantee sealer will adhere to oily surfaces. We will seal cracks in asphalt pavement 1/4" to 3/4" inch in size using a rubberized hot pour crack and joint sealant. This does not include areas of alligator cracking or cracks larger than 1 inch in width. We will then apply two coats of Latex modified quality pavement sealer with silica sand in both coats to approx. 14,610 sq. ft.		3,760.00
ITEM (3) SEALCOAT, CRACKFILL, & STRIPE Area in Blue - We will clean lot free of loose debris using power equipment. We will prime areas of excessive oil drippings. No guarantee sealer will adhere to oily surfaces. We will seal cracks in asphalt pavement 1/4" to 3/4" inch in size using a rubberized hot pour crack and joint sealant. This does not include areas of alligator cracking or cracks larger than 1 inch in width. We will then apply two coats of Latex modified quality pavement sealer with silica sand in both coats to approx. 12,515 sq. ft. We will then restripe as currently exists with a high traffic quality marking paint.		3,160.00
We propose hereby to furnish material and labor- complete in accordance with the above specifications, for the total of item price(s) selected.	Total	\$17,898.00

Payment to be made as follows: Net upon Completion. Payments not received within 15 days of invoice will be subject to a 10% late charge.

All material is guaranteed to be as specified. Work will be done in a work like manner according to specifications submitted, per standard practices. Any alterations or deviation from the above specifications involving extra costs will become an extra charge over and above the above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. We carry general liability and vehicle insurance. Our workers are covered by workmen's compensation insurance.

Acceptance of proposal and the above prices, specifications and conditions are satisfactory and hereby accepted.

Authorization

Salesman: Josh

Prices are subject to escalating oil prices. These are based current prices of asphalt oil.

City of Glenpool

Public Safety
Building

14536 S Elwood Ave

Seal Cracks

Seal Approx.

52,793 Sq ft

Re-Stripe

Street Dept.

Seal Cracks

Seal Approx.

14,610 Sq ft

No Stripping

Public Utilities
Building

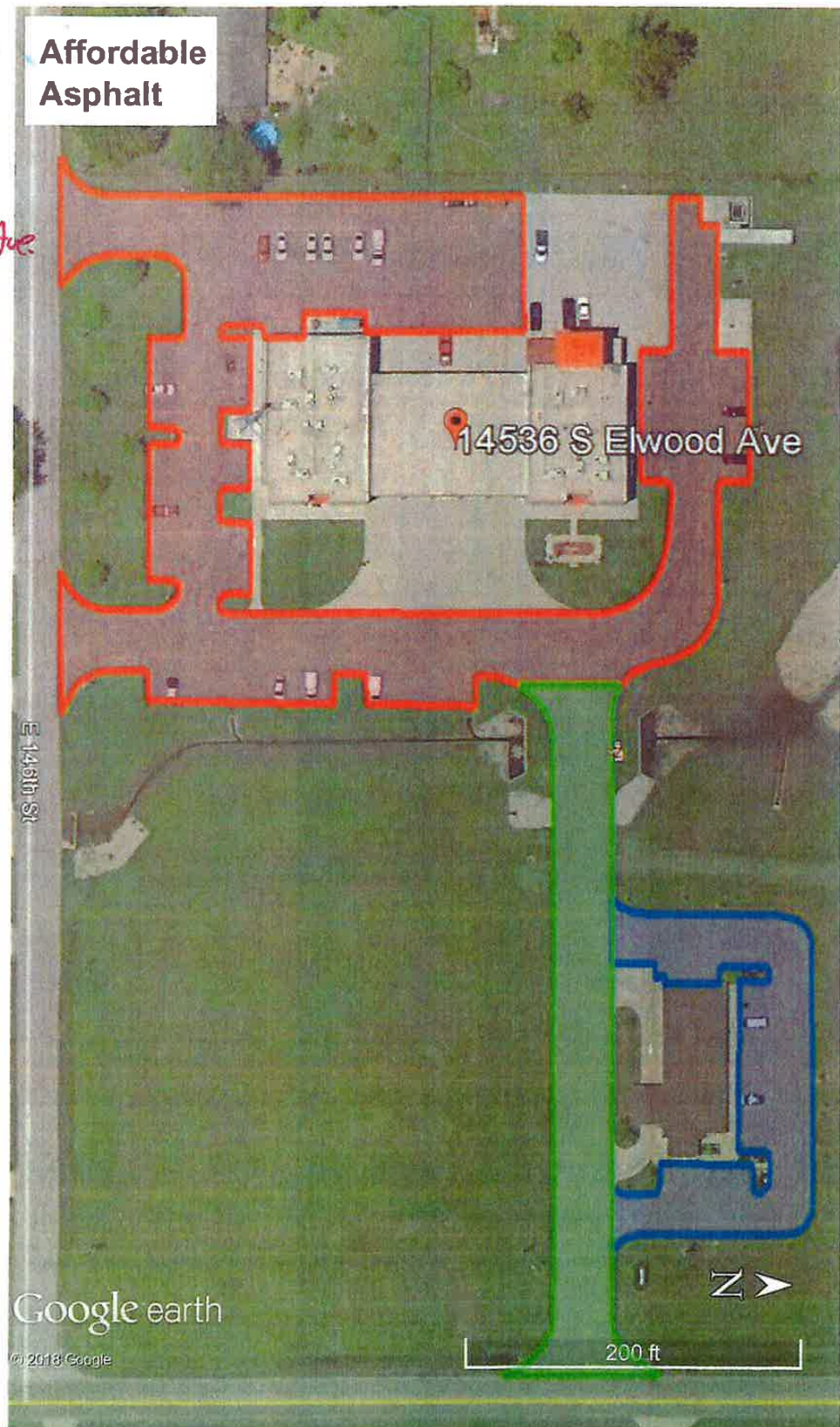
Seal Cracks

Seal Approx.

12,515 Sq ft

Re-Stripe

Affordable
Asphalt



Sooner Site Services

P. O. Box 33309

Tulsa, OK 74153

(918) 284-1197

info@soonersweeping.com

SoonerSiteServices.com

**Estimate 1411**

ADDRESS	SHIP TO	DATE	TOTAL
Jeff Wallen	Jeff Wallen	03/16/2018	\$9,103.80
City of Glenpool	City of Glenpool		
12205 South Yukon Avenue	12205 South Yukon Avenue		
Glenpool, Oklahoma 74033	Glenpool, Oklahoma 74033		

SALES REP

Gene

ACTIVITY	QTY	RATE	AMOUNT
Crack Seal Prep and seal all cracks in asphalt parking lot >1/8" with Type II crack sealer according to manuf. spec.	18,498	0.14	2,589.72
Seal-Coat Prep and seal entire asphalt parking lot with Crafcro Super Seal parking lot sealer according to manuf. spec.	49,328	0.11	5,426.08
Striping Services Re-Stripe parking lot to existing layout and pattern including all stencils, handicap stalls, no parking zones, curb lines, arrows, etc	4,352	0.25	1,088.00

Police/Fire Department, City of Glenpool

We appreciate the opportunity to earn your business!

TOTAL

\$9,103.80

THANK YOU.

Accepted By

Accepted Date

To: City of Glenpool, Mayor and City Council
Glenpool Utility Services Authority, Chair and Board of Trustees

From: Lowell Peterson, Attorney for City of Glenpool and Glenpool Utility Services
Authority

Date: April 2, 2018

Subject: Annual Audit of Compliance with Agreement of Settlement, Compromise and
Release ("Settlement Agreement"); and Reconciliation Agreement (Sec. 10(f) of
Settlement Agreement)

Background:

In the Settlement Agreement that terminated the litigation between the City of Glenpool and the Glenpool Utility Services Authority (together "Glenpool") and Creek County Rural Water District #2 ("Creek-2") in May of 2015, the Glenpool proposed, and Creek-2 accepted, a methodology for minimizing and hopefully preventing any future disputes or claims based on multiple years of real or perceived non-compliance by either party. The parties agreed to retain, annually, an independent auditor who will examine all pertinent records and accounts to determine whether the parties have met their respective reporting and payment obligations during the "Auditable Period" under review. Auditable Period has been defined, to conform to the parties' fiscal years, as the 12-month period from July 1 - June 30 of each year of the Agreement.

Sec. 10 of the Agreement requires the Independent Accountant's Audit Report to be completed within 90 days of the close of the Auditable Period. The Audit Report for FY 2016-2017 was dated September 7, 2017, approximately 67 days following the end of the Auditable Period, and was presented by Ms. Anne Elfrink, CPA, to the Creek-2 Board of Directors on September 12, 2017, and to the Glenpool Council and Board of Trustees on October 16, 2017.

If the Audit Report discloses any non-compliance by either party, the other party is allowed 90 days following the date of submission in which to put the non-compliant party on notice of potential default. Any such notices, to be effective, must have been communicated by no later than January 15, 2018. If the non-compliant party corrects any actual deficiencies within 90 days following the notice, then the Settlement Agreement continues to direct the relationship of the parties. Any potential claims or disputes that are not noticed by either party to the other within 90 days following submission of the Audit Report are forever waived.

Essential terms of the Settlement Agreement that are audited include:

- Whether Glenpool has accurately reported all new water customer connections within the “Permissive Area” and paid to Creek-2 the corresponding Meter Connection Fees in the initial amount of \$800 per tap of less than 1-inch and \$1,200 per tap for lines of 1-inch or more diameter, as adjusted annually in accordance with the CPI-U.
- Whether Glenpool has accurately reported all Active Water Connections maintained by Glenpool within the Permissive Area and paid to Creek-2 a monthly Royalty in the initial amount of \$7.75 per month for each such connection, as adjusted annually in accordance with the CPI-U.
- Confirm that no Meter Connection Fees and no Royalty payments have been paid to Creek-2 for Glenpool water customers situated in the Released Area, defined as the Glenpool city limits as of March 2, 2012.
- Whether Creek-2 has charged its water customers who choose to connect to the Glenpool sanitary sewer system the applicable sewer rate, based on water usage, and remitted the corresponding amount to Glenpool on a monthly basis (whether or not the customer pays Creek-2 the amount of the bill).

The Audit Report for the Auditable Period of July 1, 2016 – June 30, 2017 determined that, “Based on the agreed-upon procedures performed, we find that the purpose and intent of the [Settlement] Agreement has been met by both Creek-2 and Glenpool for the Audit Period.”

Reconciliation of Records

The Settlement Agreement also requires that, upon the conclusion of each mandatory annual audit, the parties shall reconcile their records in accordance with the results of such audit. The Settlement Agreement further requires that, upon expiration of the 90-day notice period without notice of default, the Auditable Period under audit is deemed compliant and the parties are required to sign a written agreement setting out certain calculations explained in further detail in this memorandum. “The resulting reconciliation agreement shall be binding on both parties as a definitive statement of compliance with this Agreement [the Settlement Agreement] as of the date of such reconciliation agreement.” Settlement Agreement § 10(g).

The written reconciliation agreement is required to state that:

(i) With respect to Glenpool:

- The present number of Active Water Connections in the Permissive Area for which monthly Royalties are due and being paid at that point in time:
 - This number remains two (2), the taps at Triumph Church in Glenpool, which predate the Settlement Agreement;
- Non-Active Water Connections subject to reconnection and resumption of monthly Royalty payments at the applicable rate:

- There are no Non-Active Water Connections for which Royalty payments would otherwise be payable and due.
- The total of new meter connections installed since the preceding annual audit, as well as a calculation of Meter Connection Fees paid for such meter connections;
 - New Meter Connections throughout all Glenpool Territory during the Auditable Period: 120 in the Released Area, for which no connection fees are required; and -0- in the Permissive Area.

And (ii) with respect to Creek- 2:

- The present number of Shared Utility Customers for which Creek-2 administers the assessment and collection of wastewater collection service usage charges:
 - Thirteen (13); and
- The total water consumption of said Shared Utility Customers over the Auditable Period that is the subject of this audit (July 1, 2016 – June 30, 2017): 482,000 gallons.
- The Audit Report also determined that:
 - There were no unreported or unpaid meter connection fees during the Auditable Period.
 - Glenpool sent the required monthly report form throughout the Auditable Period.
 - Royalty payments were made in a timely manner and otherwise conformed to the Settlement Agreement, including the annual CPI-U adjustment.
 - Shared Utility Customer payments for sewer usage were properly remitted by Creek-2 to Glenpool (except those not reported to Creek-2 as discussed above).

Reconciliation Agreement

Upon review, concurrence and execution by the parties, this memorandum shall satisfy the requirement of the Settlement Agreement, at § 10(f), that the parties shall reconcile their records in accordance with the results of the annual audit and, at § 10(g), that the resulting reconciliation agreement shall be binding on both parties as a definitive statement of compliance or non-compliance with the Settlement Agreement as of the date hereof.

Recommendation:

Legal counsel for both parties to the Settlement Agreement recommend that the City Council, the Glenpool Utilities Services Authority's Board of Trustees and the Creek-2 Board of Directors approve this memorandum acknowledging and confirming that the Independent Accountant's Report on Applying Agreed-Upon Procedures, dated September 7, 2017, accurately reflects the records of both parties as of that date, that all recommendations contained therein have been followed, and that all parties are hereby deemed to be in compliance with so much of the Settlement Agreement as is the subject of said Audit Report.

Agreement Pursuant to Section 10(f) of the May 2015
Agreement of Compromise, Settlement, and Release

This Agreement is entered into by Creek County Rural Water District No. 2 ("Creek-2"), the City of Glenpool ("Glenpool") and the Glenpool Utility Services Authority ("GUSA") for the purpose of complying with Section 10(f) of the May 2015 Agreement of Compromise, Settlement, and Release ("2015 Settlement"). Glenpool and GUSA are collectively referred to as "Glenpool." This Agreement complies with said Section 10(f) to the extent, but only to the extent, that it applies to the Auditable Period (as defined in the 2015 Settlement, as amended) of July 1, 2016 - June 30, 2017.

1. Creek-2 and Glenpool warrant to each other that they have reconciled their records in compliance with Section 10(f).
2. In accordance with Section 10(f) Glenpool represents and warrants to Creek-2:
 - (a) The present number of Active Water Connections in the Permissive Area for which monthly Royalties are due and being paid as of the date of this Agreement: Two (2) (the taps at Triumph Church in Glenpool).
 - (b) Non-Active Water Connections subject to reconnection and resumption of monthly Royalty payments at the applicable rate: None.
 - (c) The total of new meter connections installed since the preceding annual audit, as well as a calculation of Meter Connection Fees paid for such meter connections: 120 situated in the Released Area (for which no royalties are paid) and 0 in the Permissive Area.
3. In accordance with Section 10(f) Creek-2 represents and warrants to Glenpool:
 - (a) The present number of Shared Utility Customers for which Creek-2 administers the assessment and collection of wastewater collection service usage charges: 13
 - (b) The total water consumption of the Shared Utility Customers over the Auditable Period that is the subject of the July 1, 2016 – June 30, 2017 Audit is: 482,000 gallons.

CREEK COUNTY RURAL WATER DISTRICT NO. 2

Signature: _____ Dated: _____
Name: Harvey Morris
Position: President of the Board of Directors

CITY OF GLENPOOL

Signature: _____ Dated: _____
Name: Timothy Lee Fox
Position: Mayor

GLENPOOL UTILITY SERVICES AUTHORITY

Signature: _____ Dated: _____
Name: Timothy Lee Fox
Position: Chairman of the Board of Trustees