

**NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
REGULAR MEETING**

A Regular Session of the Glenpool Utility Service Authority will be held at 6:00 p.m. immediately following the Glenpool City Council Meeting on January 7, 2019, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

AGENDA

	Page
A) Call to Order - Timothy Lee Fox, Chairman	
B) Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Timothy Lee Fox, Chairman	
C) Public Works Director Report - Wes Richter	
1) Public Works Report Jan 2019	2 - 3
D) Scheduled Business	
1) Discussion and possible action to approve minutes from December 3, 2018 meeting. (Wendy Knight, Secretary) GUSA - 03 Dec 2018 - Minutes - Pdf	4 - 18
2) Discussion and possible action to approve and execute the Independent Accountant's Report on Applying Agreed-Upon Procedures, presented by Anne Elfrink, CPA, dated December 20, 2018, in accordance with the Settlement Agreement entered into by the City of Glenpool and The Glenpool Utility Services Authority with Creek County Rural Water District #2, dated May 15, 2015. (John Gonsalves, City Treasurer) (Anne Elfrink CPA, Elfrink and Associates, PLLC) Staff Memo re Elfrink AUP Report 010719 AUP Report 2018	19 - 26
3) Discussion and possible action for acceptance of public waterline extension serving <i>South 75 Business Park - Phase III.</i> (Lynn Burrow, Community Development Director) GUSA Presentation 01 07 19 Acceptance of Waterline South 75 Business Park Phase III	27 - 34

E) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on January 4, 2019 at 4:00 pm.

Signed: Wendy Knight
Secretary



Public Works Director's Report

January 7th, 2018

To: Glenpool Utility Services Authority Board Members,

The following report highlights and summarizes the various activities that are currently being addressed by the Public Works Department.

Waste Water Treatment Plant:

- Submitted Monthly Discharge Monitoring Report (DMR) to ODEQ.
- 2 sewer backups were reported last month 1 was on the customers side and 1 on the cities side.

Water Distribution:

- Meter reading started on December 4th and ended on December 7th.
- Rereads for December were 3.
- There were 10 meters that had no read due to either damaged or blank screens.
- 117 Service orders, 17 Blue tags were issued by the water billing department
- 3 new service taps and 3 leaks were repaired
- 154 Line locates were issued by call okie which brings the total for 2018 to 2131
- There were no turn offs this month due to the holidays.

Parks and Streets:

- The crews have been clearing out right of way areas of little trees and tall weeds now that mowing season is over.
- The crews make morning rounds to Black Gold Park to empty trash cans and pick up the park.
- The playground equipment in all city parks gets checked weekly for graffiti and for any repairs that may need taken care of.
- The crews have been cleaning out storm drains of all the leaves and debris.
- The crew has started crack sealing while the weather permits. Pecan Estates and Glen Park additions have been completed.
- The crews have also been filling in pot holes.

MINUTES
GUSA Meeting
Monday, December 3, 2018 Council Chambers 6:00 PM

COUNCIL PRESENT: Tim Fox
Momodou Ceesay
Brandon Kearns
Jacqueline Triplett-Lund

COUNCIL ABSENT: Trish Agee

STAFF PRESENT: David Tillotson
Susan White
Lowell Peterson
Wendy Knight
John Gonsalves
Bart Harris
Wes Richter
Lea Ann Reed

STAFF ABSENT: Lynn Burrow

Page

A Call to Order - Timothy Lee Fox, Chairman

Chairman Fox called the meeting to order at 7:38 p.m.

B Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Timothy Lee Fox, Chairman

Ms. Knight called the roll, Chairman Fox declared a quorum present.

C Public Works Director Report - Wes Richter

[Public Works Report December 2018](#)

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D Scheduled Business

- 1) Discussion and possible action to approve minutes from November 5, 2018 meeting.
(Wendy Knight, Secretary)

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

To approve the minutes as presented.

Page 1 of 15

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
	4	0	0	0

CARRIED.

- 2) Consideration and possible action to approve Change Order No. 3, and authorize the City Manager to execute same on behalf of GUSA, adjusting the base contract amount to a total not to exceed \$928,684.00 for the Speedy's Liftstation Rehab Project. 6 - 10
(Wes Richter, Public Works Director)

Mr. Richter presented and recommended Board approval of Change Order No. 3 for the Speedy's Liftstation Rehab Project.

Moved by Brandon Kearns, seconded by Momodou Ceesay

To approve Change Order No. 3, and authorize the City Manager to execute same on behalf of GUSA, adjusting the base contract amount to a total not to exceed \$928,684.00 for the Speedy's Liftstation Rehab Project as presented.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
	4	0	0	0

CARRIED.

- [GUSA Presentation 12 03 18 Speedy's Liftstation Change Order No. 3](#)
3) Discussion and possible action to approve and authorize the Mayor, acting also as the Chairman of the Board of Trustees of the Glenpool Utility Services Authority, to execute the Third Amendment to the Agreement of Compromise, Settlement and Release between the City of Glenpool/Glenpool Utility Services Authority and the Creek County Rural Water District #2 ("Creek-2"), subject only to non-substantive amendments as may be agreed to between the Glenpool City Attorney and legal counsel for Creek-2, the City Attorney hereby being authorized 11 - 15

to determine in good faith what amendments may be deemed non-substantive, and its effectiveness contingent upon approval and execution by the President of the Board of Directors of Creek-2.
(Lowell Peterson, City Attorney)

Mr. Peterson recommended the Board approve and authorize the Mayor/Chairman of the Board to execute the Third Amendment to the Agreement of Compromise, Settlement and Release, subject only to such non-substantive changes as may be agreed to between the attorneys and further subject to its being approved and executed by the Creek-2 Board.

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To approve the Third Amendment to the Agreement of Compromise, Settlement and Release between the City of Glenpool/Glenpool Utility Services Authority and the Creek County Rual Water District #2 ("Creek-2") subject to such non-substantive changes as may be agreed to between the attorneys and further subject to its being approved and executed by the Creek-2 Board.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
	4	0	0	0

CARRIED.

[Staff Report for Third Amendment](#)
[Proposed Third Amendment to Settlement Agreement 120318](#)

E Adjournment

Chairman Fox declared the meeting adjourned at 7:53 p.m.



Public Works Director's Report

December 3rd, 2018

To: Glenpool Utility Services Authority Board Members,

The following report highlights and summarizes the various activities that are currently being addressed by the Public Works Department.

Waste Water Treatment Plant:

- Submitted Monthly Discharge Monitoring Report (DMR) to ODEQ.
- 3 sewer backups were reported last month 1 was on the customers side and 2 were on the cities side.
- Received the results from the quarterly bio-monitoring samples we passed.

Water Distribution:

- Meter reading started on November 2nd and ended on November 5th.
- Rereads for November were 8.
- There were 12 meters that had no read due to either damaged or blank screens.
- 175 Service orders, 8 Blue tags were issued by the water billing department
- 0 new service taps and 4 leaks were repaired
- 110 Line locates were issued by call okie which brings the total for 2018 to 1977
- There were 152 turned off for none payment of which 28 had not paid to be turned back by November 28th and were locked up.

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Patricia Agee, Brandon Kearns, and Jacqueline Lund
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight
www.glenpoolonline.com

Parks and Streets:

- The crews have been clearing out right of way areas of little trees and tall weeds now that mowing season is over.
- The crews make morning rounds to Black Gold Park to empty trash cans and pick up the park.
- The playground equipment in all city parks gets checked weekly for graffiti and for any repairs that may need taken care of.
- The crews have been cleaning out storm drains of all the leaves and debris.
- They will start crack sealing when weather permits.



MEMORANDUM

**TO: CHAIRMAN AND BOARD OF TRUSTEES
GLENPOOL UTILITY SERVICES AUTHORITY (GUSA)**

**FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR**

**RE: SPEEDY'S LIFSTATION REHAB. PROJECT:
REVIEW AND APPROVAL OF CHANGE ORDER NO. 3**

DATE: DECEMBER 3, 2018

BACKGROUND

This item is for Board review and action regarding the submittal of proposed Change Order No.3 to the existing construction contract with MSB Construction, LLC covering the Speedy's Liftstation rehab. project. The proposed Change Order No. 3 consists of an alignment modification to the original routing proposed for the 14" ID forcemain. This proposed re-route will impact the current scope of work in the Contract Agreement with MSB Construction, LLC:

- An additional \$8,519.00 in project cost is being requested due to the proposed modification to the original forcemain alignment on a section of piping located along the east side of Broadway Avenue - including a short section of piping on 144th Place as illustrated on the attached Sheet No. 8 & 9 of the revised construction plans. The original alignment called for the piping to parallel Broadway Ave. along a route near 144th Place that crosses private property owned by Mr. Charles Ball. Title research indicates that the actual street paving crosses Mr. Ball's property without any dedicated right-of-way and therefore the original forcemain alignment would also cross Mr. Ball's property without right-of-way or utility easement in place to do so legally. The proposed shift in alignment will keep the forcemain within previously dedicated street right-of way and avoid the necessity of acquiring any additional right-of-way or easements. Change Order No. 3 also includes a very minor alignment shift at the point of connection with the existing sanitary sewer manhole along the south side of 141st Street as indicated on Plan Sheet No. 6. If approved, the additional \$8,519.00 change order amount will bring the total contract price of the project to \$928,684.00. It should be noted that no additional contract duration is to be added to the current Substantial Completion and Final Payment dates – May 20, 2019 and June 21, 2019 respectively.

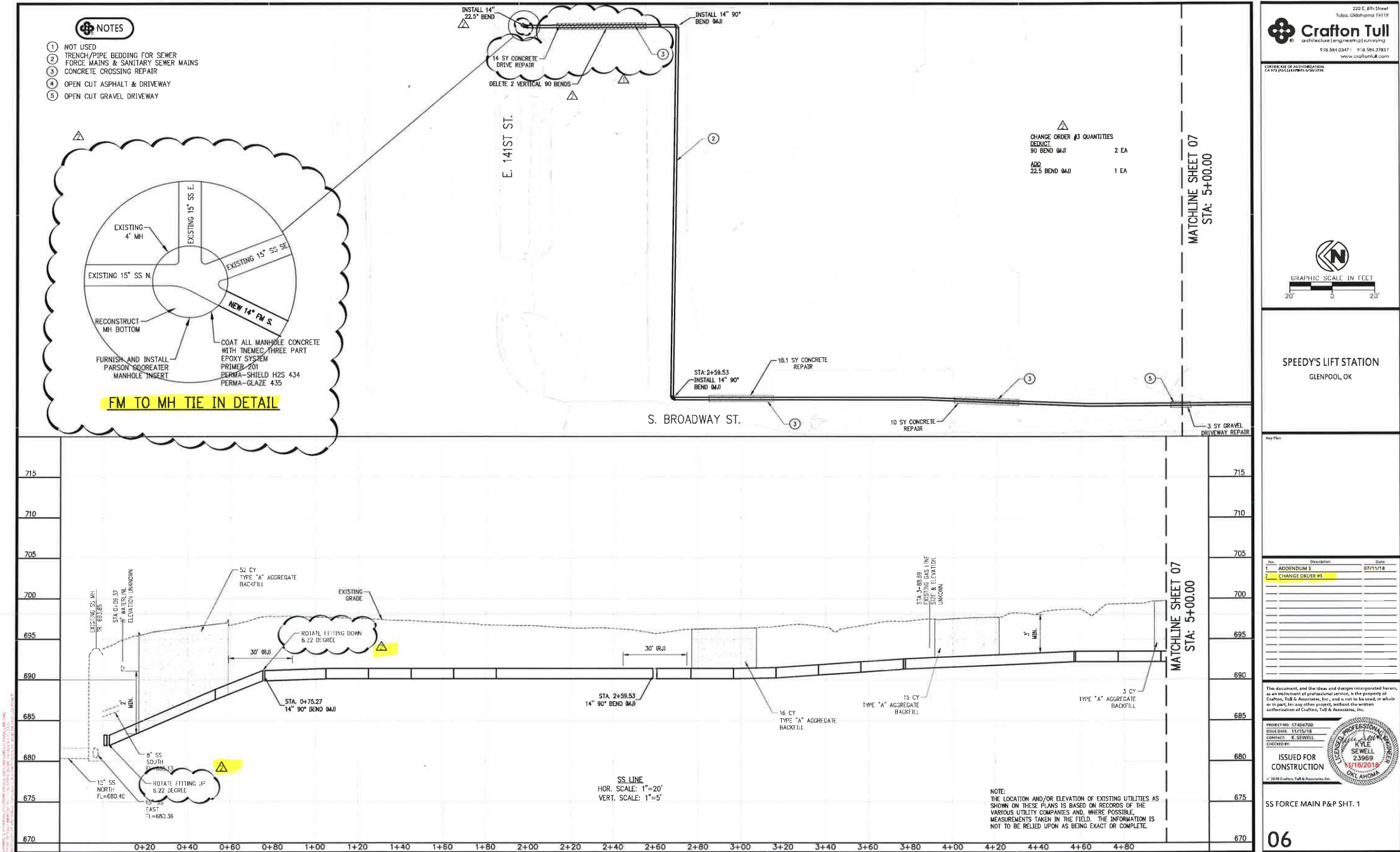
12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
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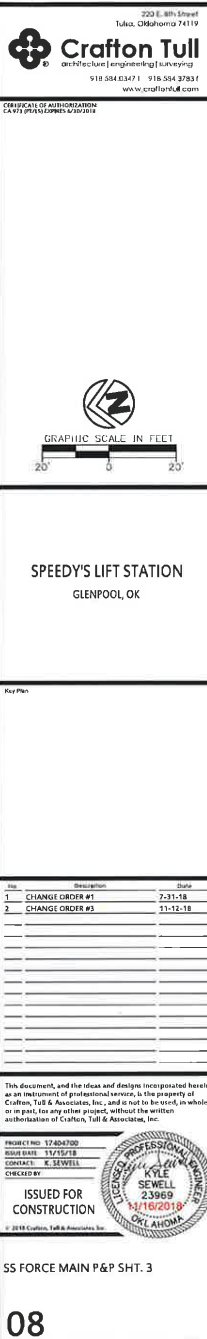
Staff Recommendation

Having numerous conversations with Mr. Ball, MSB LLC, and Crafton/Tull Engineers, Staff recommends approval of Change Order No. 3 as submitted and to authorize the City Manager to execute same on behalf of GUSA. Doing so will effectively adjust the base contract amount to a total not to exceed \$928,684.00.

Attachments:

- A. Contract Change Order No. 3
- B. Change-Order No. 3 Construction Plan Sheets





GUSA - 03 Dec 2018 Minutes Attachment

STAFF REPORT:

THIRD AMENDMENT TO THE AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE

TO: Mayor Timothy Lee Fox and Honorable Councilors
Acting also as Chairman and Members of the Board of Directors of the Glenpool
Utility Services Authority

FROM: Lowell Peterson, City Attorney

DATE: December 3, 2018

SUBJECT: THIRD AMENDMENT TO THE AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE
between the City of Glenpool, jointly with the Glenpool Utility Services Authority, and the
Creek County Rural Water District #2

Background

The City Council and the Glenpool Utility Services Authority Board are familiar with the Agreement of Compromise, Settlement and Release, effective May 15, 2015, which settled then-pending litigation with the Creek County Rural Water District #2 ("Creek-2"), and which provides that the parties will submit their respective records, to the extent applicable to the Settlement Agreement, to an independent auditor at the close of each fiscal year. The auditor is given 90 days in which to complete her or his audit report, and the parties are given an additional 90 days in which to submit, or forever and unconditionally waive, all claims one against the other.

During the performance of the audit for fiscal year 2017-2018, the auditor was informed of a certain "construction meter" for which the required Royalty payment was made, but there was no payment of the One-Time Connection Fee that is normally charged to a new customer in the Permissive Area when a connection is made to a water main. The City took the position that no such Connection Fee was rightfully due in the case where the connection was to a fire hydrant on a construction use for only temporary use. The City noted that charging such a Connection Fee in the case of a hydrant, and then again when the property connects permanently to a main, would be unequitable to the property developer. The Settlement Agreement makes no provision for this case and the parties never considered it at the time. Because the language of the Settlement Agreement does not make an exception for so-called "construction meters," legal counsel for Creek-2 took the position that such connections are to be treated no differently than permanent customer connections and a Connection Fee is due every time such a connection is made. With substantial bickering and negotiations between the lawyers, they managed to reach a compromise whereby Glenpool agrees to pay Creek-2 a *One-Time* Connection Fee for the use of any specific hydrant in the Permissive Area once it has been connected for use as a construction meter five times in any fiscal year. After that, no Connection Fee will ever be due for connections to that hydrant, no matter how many such connections or number of different users there may be. The parties also agreed to a somewhat cumbersome but workable method of keeping track of such usage for any hydrant in the Permissive Area.

Counsel for Creek-2 was authorized, and directed, by the Creek-2 Board to cooperate with your City Attorney in documenting a workable solution. We believe we have done that. It has not yet been seen or approved by the Creek-2 Board. Given past experience, I expect there may be some minor edits to the language of the amendment. I will, however, agree to make no changes to the substance of the agreement as described above.

GUSA - 03 Dec 2018 Minutes Attachment

STAFF REPORT:

THIRD AMENDMENT TO THE AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE

The audit report for fiscal year 2017-2018 has been withheld pending resolution of this dispute. Once the parties execute a third amendment to the Settlement Agreement and report such resolution to the auditor, it will be released.

Recommendation:

I recommend that the Council and GUSA approve and authorize the Mayor/Chairman of the Board to execute the attached Third Amendment to the Agreement of Compromise, Settlement and Release, subject only to such non-substantive changes as may be agreed to between the attorneys and further subject to its being approved and executed by the Creek-2 Board.

THIRD AMENDMENT TO THE
AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE

THIS THIRD AMENDMENT TO THE AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE ("Third Amendment") is made and entered into by and between Rural Water District No. 2, Creek County, Oklahoma ("Creek-2") and the City of Glenpool ("City") and the Glenpool Utility Services Authority ("Authority"). Creek-2, City and Authority are each individually referred to as a "Party." City and Authority are collectively referred to as "Glenpool." Glenpool and Creek-2 are collectively referred to as the "Parties."

WHEREAS, the Parties entered into that certain Agreement of Compromise, Settlement and Release executed by the Parties in May, 2015, (the "Agreement").

WHEREAS, the Agreement provided in pertinent part, in Section 5 ("Definitions") as follows: "'Meter Connection Fee" shall mean the one-time fee to be paid by Glenpool to Creek-2 with respect to the installation/connection by Glenpool of new water meter connections within the Permissive Area as further provided in Section 6(c) of this Agreement."

WHEREAS, the Agreement provided in pertinent part, in Section 6(c) as follows: "Glenpool shall pay to Creek-2 a one-time Meter Connection Fee for each new metered connection added by Glenpool (or added by any agent, assignee, successor in interest or contractor for Glenpool) on and after the Effective Date within the Permissive Area..."

WHEREAS, an issue has arisen by and among the Parties, as to whether a metered connection made to a Hydrant is a "new metered connection" contemplated by the Agreement for which Glenpool is responsible for paying a one-time Meter Connection Fee. For purposes of this Amendment, "Hydrant" is defined to include any fire hydrant owned and/or operated by Glenpool for the purpose of providing fire protection/fire flow to residents of the City or for the City's own use, specifically within the Permissive Area (as the term Permissive Area is defined in the Agreement) which is utilized for the delivery of water to any third party (with or without compensation being paid to Glenpool for such delivery of water to any third party).

WHEREAS, the Parties desire for this Third Amendment to resolve all doubt and uncertainty as to when and under what circumstances a metered connection to a Hydrant shall result in an obligation for Glenpool to pay a one-time Meter Connection Fee.

NOW, THEREFORE, in consideration of the Parties' entering into this Agreement, the Parties do hereby acknowledge and expressly agree as follows:

1. The recitals (Whereas clauses) above are incorporated into this Third Amendment and made a part hereof, as if fully restated below.
2. In the event that (a) Glenpool permits any third party to connect to any particular Hydrant within the Permissive Area for any length of time, for the purpose of any third party receiving the delivery of water in any volume under any conditions or circumstances, and for any use of said water including but not limited to water for construction, vegetation watering, irrigation, washing, rinsing, oil/gas drilling/fracking, wholesale of water, re-sale of water or for any other

purpose or use of any nature, and (b) such connection as recited in 2(a) above occurs (by the same third party or any different third party) five (5) or more times in any fiscal year (July 1 of any year through June 30 of the next), then in that event, Glenpool agrees that it is responsible to and shall pay a one-time Meter Connection Fee relative to said particular Hydrant to which the five (5) or more connections were made, within 30 days following the fifth (5th) connection. Creek-2 agrees that, subsequent to the fifth (5th) such connection as recited in 2(a) above, and payment by Glenpool of the one-time Meter Connection Fee as recited in 2(b) above, Glenpool shall have entirely fulfilled its obligation with respect to the payment of a Meter Connection Fee relative to said particular Hydrant and shall never thereafter be responsible for a Meter Connection Fee relative to said particular Hydrant. The issuance by Glenpool of any metering device to any third party for the purpose of connection to an identified Hydrant shall be deemed the commencement of a single connection; and return of the same metering device shall be deemed the termination of a single connection for purposes of this section 2 of this Agreement, without regard to whether such third party may detach and reattach such metering device during the term of the permitted use and regardless how brief or long the term of permitted use may be.

3. The Parties agree that any water delivered to any third party under any circumstances from a Hydrant within the Permissive Area is subject to Section 6(d) of the Agreement (payment of Royalty) regardless of how few or how many times a connection is made to the Hydrant during the same fiscal year, or any other time period, throughout the term of the Agreement.

4. Glenpool agrees that it shall maintain accurate records regarding the use of Hydrants within the Permissive Area as defined and described above, which shall consist of not less than: (a) the name and address of each person or entity making use of a Hydrant for the purpose of receiving the delivery of water, (b) the specific location and other identifying information of the Hydrant used for the delivery of water to any third party sufficient for Creek-2 and/or the auditor to locate and identify the Hydrant, (c) the date on which the metering device is issued, which shall, in accordance with section 2 of this Amendment, be deemed the date of a connection to a Hydrant in the Permissive Area, (d) the date on which the metering device is returned which shall, in accordance with section 2 of this Amendment, be deemed the date on which connection to the same Hydrant was terminated, and (e) identification of the specific metering device (by serial number or other identifying mark) used relative to measuring the flow of water delivered to any third party. Glenpool further agrees to provide such records described in this Section 4, to the auditor selected by the Parties with a copy to Creek-2 upon request of the auditor.

5. In all other respects, the Agreement and the First and Second Amendments to the Agreement shall remain in full force and effect and unmodified by this Third Amendment.

6. This Third Amendment is conditioned upon approval by the respective governing bodies of Creek-2, the City and the Authority.

7. This Third Amendment is further conditioned upon approval or non-objection by Creek-2's lenders, the United States Department of Agriculture and the Oklahoma Water Resources Board.

[Signatures Follow On The Next Page]

GUSA - 03 Dec 2018 Minutes Attachment

CREEK COUNTY RURAL WATER DISTRICT NO. 2

Signature: _____ Dated: _____

Printed Name: Harvey Morris

Position: President of the Board of Directors

CITY OF GLENPOOL

Signature: _____ Dated: _____

Printed Name: Timothy Lee Fox

Position: Mayor of the City of Glenpool

THE GLENPOOL UTILITY SERVICES AUTHORITY

Signature: _____ Dated: _____

Printed Name: Timothy Lee Fox

Position: Chairman of the Board of Trustees

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: January 7, 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 "Agreement") 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 year, the 12-month period from July 1-June 30 for 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. I received the original draft of the Audit Report for FY 2017-2018 on September 20, 2018, which fell within the 90-day term.

The September 20 draft Audit Report disclosed the issuance by Glenpool of a temporary "construction meter" for use at the Mark Allen Chevrolet site during construction. We had reported and paid a monthly royalty for this use because the location is in the Permissive Area. Mr. Harris noted that we had not made a meter connection fee payment and asserted his rather preposterous demand that Glenpool is required by the Settlement Agreement to pay a connection fee every time that a meter is connected to any hydrant in the Permissive Area for any length of time, then pay another connection fee the next time a construction meter is issued to another contractor.

I, in turn, insisted that this situation is not covered under the Agreement and, therefore, no meter connection fee should ever be due for the temporary use of a fire hydrant. Creek-2 should wait until completion of the relevant project and there is a connection to a permanent customer account.

Our City Manager proposed a compromise arrangement that will result in a running tabulation to be kept of every time that *any* construction meter is issued for use at a *specific* hydrant. Once a meter has been issued for use at that specific hydrant five times in a consecutive 12-month period, Glenpool will pay Creek-2 a single, one-time connection fee for that hydrant and no fee will ever be due again with respect to that hydrant for the remainder of the term of the Agreement.

This compromise proposal was presented to you (Glenpool's governing bodies) and approved on December 3, 2018. Mr. Harris was opposed to this solution, but agreed to present it to the Creek-2 Board on December 11, at which time the Board also approved it.

This has resulted in a delay of issuance of the final Audit Report for FY 2017-2018 because the parties wanted to be able to include in the Report a reference to the solution of this disagreement.

Reconciliation of Records

If the Audit Report discloses any non-compliance by either party, the other party is allowed 90 days following the date of its approval by all three governing bodies in which to put the non-compliant party on notice of any potential default. Any such notices, to be effective, must be communicated by no later than 90 days following approval of the enclosed Agreed Upon Procedures Audit Report.

The Settlement Agreement also 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). Glenpool and Creek-2 will each be requested to enter such reconciliation agreement following expiration of the 90-day deadline without notice of default by either party.

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 formally approve the proposed final Independent Accountant's Report on Applying Agreed-Upon Procedures, dated December 20, 2018. The parties expect to approve the required reconciliation agreement at the first meeting of their respective governing bodies upon expiration of the 90-day review/compliance period.



Elfrink and Associates, PLLC

Certified Public Accountants

City of Glenpool
Glenpool Utility Service Authority
12205 So. Yukon Ave
Glenpool, OK 74033

Creek County Rural Water District No. 2
2425 West 121st Street South
Jenks, OK 74037

Independent Accountant's Report on Applying Agreed-Upon Procedures

We have performed the procedures enumerated below, which were requested by and agreed to by the specified users of the report as identified above, as required by that certain Agreement of Compromise, Settlement and Release (the "Agreement") entered into between the users, effective May 15, 2015 (the "Effective Date"). Management of the City of Glenpool ("City"), Glenpool Utility Service Authority ("Authority") (collectively, "Glenpool") and the Creek County Rural Water District No. 2 ("Creek-2") are responsible for their entities' financial accountability and its compliance with applicable legal and contractual requirements. The audit period covered by this report is July 1, 2017 through June 30, 2018. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants ("AICPA") and *Generally Accepted Government Auditing Standards*. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

We have performed the procedures enumerated below, which were agreed to by Glenpool and Creek-2 to assist you in evaluating and monitoring the Agreement.

The procedures that we performed, and our results are as follows:

With respect to Glenpool's Records

1. We will update our understanding of the policies, procedures, and methodologies used by Glenpool to create, maintain, bill, and terminate water utility customers, particularly those existing within the Permissive Area, as that term is defined in the Agreement. Such understanding shall be documented by us in writing.

All Glenpool Building Permit applications are sent to the Glenpool City Planner, to ensure compliance with the Agreement. This Agreement defines the "Glenpool Territory" as comprised of the "Permissive Area" and the "Released Area" for water service. The Planner maintains the Glenpool Territory map referenced in the Agreement marking the boundaries of the Released Area and the Permissive Area. The Released Area includes the city limits and land annexed into the City as of March 2, 2012 and will not change during the term of the Agreement. The "Permissive Area" is defined as all parts of Glenpool Territory within the colloquial "Fenceline" that were unincorporated as of March 2, 2012 (even if annexed in later) and as to which Glenpool is obligated by the Agreement to pay meter connection fees and monthly royalties.

The Planner reviews all building permit applications that will include new meter connections for water or sewer service. Per direction from Glenpool management, and in accordance with the Agreement, the planner will not approve any applications for new water meters on properties that are in the Permissive Area and outside the City limits. For properties in the city limits, but also in the Permissive Area (that is, annexed after March 2, 2012),

3119 E 87th Street
Tulsa, OK, 74137
Members of the AICPA and OSCP



918-361-2133
anne.elfrink@CPA.com
Government and Nonprofit Auditing

applicants for water service are given the choice to receive service from Glenpool or from Creek-2. Those customers choosing service from Creek-2 are referred directly to Creek-2 to establish water service. Customers choosing services from Glenpool are assessed a one-time meter connection fee sufficient to pay the connection fee to Creek-2 mandated by the Agreement and a monthly royalty payment thereafter.

If a property requesting water service in the Released Area has never had Glenpool water service and is or becomes an active or inactive Creek-2 water customer at any time before or after the Effective Date, it is defined as a "Reserved Creek-2 Water Customer,". (All Reserved Creek-2 Water Customers as of the Effective Date were to be identified on the baseline customer count, as defined in the Agreement.) In that case, the Planner refers the customer to Creek-2. If water service is anticipated for a development on property that is classified as a Reserved Creek-2 Water Customer such that Glenpool fire suppression service will be required, Glenpool and Creek-2 have arranged for a mechanism to bifurcate the water requirements. If the property is within the Released Area and is requesting water service and does not have an active or an inactive Creek-2 water meter, the Planner approves the water service request and notes whether the service address is in the Released or Permissive area. The Community Development Administrative Assistant sends the 'Notice Concerning Applications for Water Service in Glenpool Territory' ("notice") to Creek-2 and to the City's utility billing office to establish an account.

If Glenpool management decides to provide additional water service in the Permissive Area, this notice is also sent to Creek-2 and the City's utility billing office. Such water service requires the payment of a one-time connection fee and a monthly royalty provided by the Agreement. The connection fee and monthly royalty payments are calculated by the City's utility billing department. Customers in the permissive area are identified by the "class" of "SP2" on the INCODE billing system.

The City remitted royalty fees for one customer with two meters in the Permissive Area; the Triumph Worship Center located at 2125 West 181st Street South, that were installed prior to execution of the Agreement. The City reported these two meters monthly sending the 'Monthly Reporting Form for Glenpool' to the Creek-2 District office. Glenpool sent the required monthly report for each month from July 1, 2017 through June 30, 2018 ("Audit Period"), remitting the monthly royalty fees for these two meters.

We obtained a customer history file for all active Glenpool utility customers and compared the service addresses to the service addresses in the original baseline customer count file and the building permit files provided in the current and prior years. We updated our reference file to include all service addresses for future comparisons.

Findings: Several of the Glenpool personnel carrying out the tasks related to the agreement did not feel comfortable in their knowledge of the purpose or procedures related to compliance with its terms.

Suggestions: Glenpool management should assure that the procedures related to compliance with the terms are well documented and that the personnel carrying out the tasks related to compliance are aware of the procedures.

2. We will obtain building permit records for all new construction within the Permissive Area during the Audit Period and compare such records to records maintained within Glenpool's utility billing system pertaining to the installation of new water meters at the physical addresses on the building permits to ensure that information regarding new meter installations reported to Creek-2 is timely and accurate.

We obtained a listing of building permits issued by the Glenpool during the Audit Period and determined that there were 51 properties that had a permit type of "BLD-RES" or "BLD-COM". We compared these permits to the "Notice Concerning Applications" reports that were received by Creek-2.

Finding: We identified three new building permits in the permissive area related to new construction for an automobile dealership that were not flagged or reported as new connections in the Permissive area by Glenpool in the notice provided to Creek-2; the notice did not specify either Permissive or Released. City personnel identified an additional three connections related to the same customer for irrigation water taps, for a total of six new

connections. Creek-2 confirmed receipt on August 10, 2018 of an amended June 2018 report and payment of \$7,607.70 which included payment for the six connections and one month of royalty payments. We noted an additional construction meter that had been identified with the automobile dealership, however there was disagreement between the City and Creek-2 as to the applicability of the agreement terms to a temporary connection. No payments were made by the City related to the temporary connection or royalty fees for water sold during the audit period.

Subsequent event: On December 11, 2018, the City and Creek-2 jointly executed a proposed amendment to the Settlement Agreement that addresses temporary connections, subject to the approval of the United States Department of Agriculture/Rural Development and the Oklahoma Water Resources Board. If approved, the City will need to modify its procedures to accommodate compliance with the terms of this amendment.

In addition, we identified 6 service addresses for Glenpool water utility customers that were not in the baseline customer count or either of the three building permit files (provided when performing the current and previous 2 AUP field work procedures). Since the building permit files are being used as a basis for communication to Creek-2 regarding new services, Creek-2 had not been previously notified of these additional service locations. A review of the property addresses indicated two were sold in the Spring of 2018, one was new construction listed for sale, and three were not found. We concluded that, most likely, the building permit had been issued prior to the date of the Agreement, yet they were not an established customer at that time, most likely due to the house being under construction or unsold as of May 15, 2015. The addresses were provided to the Creek-2 bookkeeper who determined that the service addresses were in the Released Area and, therefore, no amounts were due for connection fees or royalties.

We noted twelve instances where the required notice was not sent by Glenpool to Creek-2 and one instance where the notice was not sent by Creek-2 to Glenpool. The Agreement requires monthly reporting “to serve as a notification procedure by which Creek-2 and Glenpool will each inform the other as to each new customers subscribing to water services within either the Permissive Area or the Released Area, excepting only the Reserved Creek-2 water customers in the Released Area and to verify that potential new customers in the Permissive Area or Released Area, excepting only Reserved Creek-2 water customers in the Released Area, for properties not previously provided water service have been advised, on the face of the application, that they may choose which water utility provider shall provide water service to their property.” This is continued from the previous 2017 audit period report indicating no improvement in controls to assure complete reporting.

We also noted five addresses for which Creek-2 had received a notice, but they were not on the building permit file provided by the Glenpool Community Development Department. This indicates a possible weakness in internal control to assure that the building permit file is complete.

Recommendation: The City and Creek-2 should continue discussions to establish mutually agreeable terms related to temporary meters in the permissive area, both as to applicability of connection fees as well as royalty fees.

City personnel should assure that each notice includes a determination that the service address has been identified as either “released” or “permissive”. The designation should be made by the City planner or someone knowledgeable concerning the different boundaries. Utility billing personnel should be aware of the need to identify each new connection and designate its proper class so that the remittance can be calculated correctly. Notices without a designation should be questioned.

Procedures related to maintaining a record of building permits issued should be modified to assure that all permits are listed. Both Glenpool and Creek-2 should implement additional controls to ensure that all application notices are sent to the other party.

3. We will calculate the amount of Meter Connection Fees due Creek-2 during the Audit Period based upon building permits, utility installation records, and utility billing records, and will compare the

results of that calculation to the amount remitted by Glenpool during the same period. We will reconcile any differences noted and determine the correct amount due during the Audit Period.

Glenpool remitted fees related to the one original customer with two meters in the Permissive Area, the Triumph Worship Center located at 2125 West 181st Street South. We reviewed the monthly reports of royalty amounts due which appeared accurate.

As discussed in procedure 2 above, there were six additional meter connections related to a single customer, an automobile dealership located south of 165th Street on Highway 75. No connection fees were paid during the period, however an amended June report, including the additional payment of the Meter Connection Fees, was sent to Creek-2 in August. We confirmed receipt of the report and payment with Creek-2.

Because payment was confirmed by both Glenpool and Creek-2; no additional testing was considered necessary.

Finding: Six additional Meter Connection Fees were due and paid as discussed above. All six connections were greater than one inch, requiring the higher fee of \$1,259.81 for a total of \$7,558.86.

Suggestion: As discussed in the suggestions provided with procedure 2 above, we recommend that each new permit is reviewed by the City Planner or other knowledgeable person and a determination is made as to if the new water connection is in the Released or Permissive area. City personnel should question any notice that does not specify the area.

4. We will examine Glenpool's records (including, but not limited to raw computer billing data, customer reports, software billing programs) to determine whether amounts paid to Creek-2 for Royalty Fees due on Active Water Connections in the Permissive Area during the Audit Period are correct. We will reconcile any differences noted and determine the correct amount due to Creek-2 during the Audit Period.

Glenpool sent the required monthly report throughout the Audit Period, reporting and remitting the monthly royalty fees for the two Triumph Worship Center meters. The monthly royalty of \$7.97 per meter was paid from March 2017 through February 2018. The royalty rate was increased to \$8.14 with the February 2018 billing cycle reflected in the March 2018 report. (This increase reflected the annual CPI-U adjustment required by the Agreement and discussed in procedure 5.)

Finding: Payments for the royalty fees related to the six new connections at the new automobile dealership were not included in the original June report but were included in the amended report received by Creek-2 on August 10, 2018.

5. We will obtain documentation of the CPI-U adjustments made to Meter Connection Fees and Royalty Fees paid by Glenpool to Creek-2 during the Audit Period and determine whether such adjustments were accurate and made in a timely manner.

The Agreement requires that the CPI-U adjustment shall be the percentage change of the year-end CPI-U from December 31 of the immediate past calendar year and the year-end CPI-U from December 31 of the second immediate past calendar year, as published by the Bureau of Labor Statistics annually. The CPI-U for December 2016 was 241.432. The CPI-U for December 2017 was 246.524 which is a 5.092 index point change. This index point change is then divided by the earlier index of 241.432 for an adjustment of 2.11%.

After the CPI-U adjustment, the meter connection fee increased by \$17.36 to \$839.88 for connection less than 1" in diameter and by \$26.03 to \$1,259.81 for connections greater than or equal to 1" in diameter. The royalty fee increased by \$0.17 to \$8.14 which was the rate paid by Glenpool from the February billing cycle forward.

Finding: The CPI-U adjustment was calculated and applied properly.

With Respect to Creek-2's Records

1. We will update our understanding of the policies, procedures, and methodologies used by Creek-2 to create, maintain, bill, and terminate Shared Utility Customers. Such understanding shall be documented by the Auditor in writing.

Shared Utility Customers receive water service from Creek-2 and wastewater sewer service from Glenpool. Because there is no separate mechanism for measuring wastewater usage without metering potable water, Glenpool has provided Creek-2 with its rate structure for calculating sewer service based on water usage. This is billed to the Shared Utility Customers by Creek-2 and remitted to the City on a monthly basis, whether or not billing is paid to Creek-2. During the Audit Period, Creek-2 billed thirteen shared utility customers, ten of these customers are located on the 14000 block of South Elwood. All of the shared utility customers are located in the released area. Creek-2 is expecting more shared utility customers from South 26th West Avenue once the Glenpool sewer line is complete.

Historically, the establishment of a Shared Utility Customer has been a rare occurrence. These customers all live in the Glenpool city limits, are Creek-2 water customers and have converted from septic or anaerobic systems to Glenpool sewer. As the City expands its sewer services, the number of Shared Utility Customers will likewise increase.

We reviewed the billing and collection records for all thirteen active Shared Utility Customers. All Shared Utility Customers were billed a base charge of \$14.00 which includes the first 1,000 gallons, and an additional \$2.75 for each additional 1,000 gallons of water usage. The Shared Utility Customers are noted in the Creek-2 utility billing system as "Secondary Status G" and service type "SwrGP". Creek-2 remits the total billed for all sewer charges to Glenpool by the 20th of the month, whether or not such billing has been collected by Creek-2.

Findings: Procedures were documented in writing as above.

2. We will obtain and compare records maintained by Glenpool pertaining to wastewater taps made or maintained at addresses served by Creek-2's domestic water and compare such records to Creek-2's billing records for Shared Utility Customers.

Glenpool was unable to provide a list of new sewer connections for the Audit Period. As an alternative procedure, we asked the Glenpool Public Works Director, to review a list of Glenpool Territory Creek-2 water customers obtained from the Creek-2 billing system to determine if any were new sewer customers.

Findings: The Public Works Director's review resulted in the identification of no additional shared utility customers.

Suggestion: The Glenpool Community Development Department should work with the Glenpool Finance Department to establish internal controls that allow the tracking of new wastewater taps as well as the identification of new Shared Utility Customers, to include communication with Creek-2 on a timely basis.

3. We will examine Creek-2's records (including but not limited to raw computer billing data, customer reports, software billing programs) regarding water consumption by Shared Utility Customers and calculate the amounts due Glenpool for wastewater collection services for those customers. The Auditor shall compare the calculation above to the actual amounts paid to Glenpool for the Audit Period and reconcile any differences noted.

We reviewed the billing and collection records for all thirteen active Shared Utility Customers. The rates billed were consistent with the rate schedule provided by Glenpool. Creek-2 remitted the total billed for all sewer charges to Glenpool by the 20th of each month.

Finding: Charges for wastewater collection services were paid by Creek-2 to Glenpool accurately and timely.

Procedures Applicable to Creek-2 and Glenpool

1. We will apply the following agreed-upon procedures, as specified in the Agreement provided that we may implement the Audit Sampling standards set forth in AU Section 350, Audit Sampling, implementing Statements on Auditing Standards No. 39, 43, 45 and 111, promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants, as such AU 350 may be amended or superseded.

Finding: Sampling Standards as set forth in AICPA AU Section 350, Audit Sampling were followed as indicated in the descriptions of procedures performed above.

2. We will perform any other procedures we deem reasonable and necessary to ensure that the purpose and intent of the Agreement has been met by both Creek-2 and Glenpool.

We obtained a customer listing from the City of Glenpool's Finance Department and cross-checked the service addresses with a listing that included the addresses of the Glenpool Baseline Customer Count and the relevant building permit lists obtained in the audit procedures for the period ended June 30 2016, and years ended June 30, 2017 and June 30, 2018. This list has been updated to include any previously omitted addresses and will be maintained and built upon in future.

Finding: Based on the agreed-upon procedures performed, we find that the purpose and intent of the Agreement has been substantially met by both Creek-2 and Glenpool for the Audit Period.

3. The above agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants ("AICPA") and the Government Accountability Office ("GAO").

Finding: The procedures described above were conducted in accordance with attestation standards established by the AICPA and GAO.

We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on the accompanying review of transactions. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the specified users, as identified above, and is not intended to be and should not be used by anyone other than these specified parties

Elfrink and Associates, PLLC

Elfrink and Associates, PLLC
December 20, 2018



MEMORANDUM

**TO: CHAIRMAN AND BOARD OF TRUSTEES
GLENPOOL UTILITY SERVICES AUTHORITY**

**FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR**

**RE: ACCEPTANCE OF PUBLIC WATERLINE EXTENSION SERVING
'SOUTH 75 BUSINESS PARK - PHASE III'**

DATE: JANUARY 7, 2019

BACKGROUND

This item is for Board consideration and action regarding the approval and acceptance for ownership certain public waterline improvements constructed to serve the South 75 Business Park: Phase III project located along the east side of US Highway No. 75 between 161st Street and 168th Street. The 12"ID waterline extension in question was constructed to serve this project as well as the Mark Allen Chevy Dealership project per the attached 'As-Built' construction drawing supplied by the project engineer. The waterline was permitted for construction by the Oklahoma Department of Environmental Quality (ODEQ) and was inspected by City staff during construction for compliance with the approved construction plans, City standards, and State Health Department disinfection criteria. It should be noted that the subject waterline extension was constructed within a combination of existing ODOT right-of-way and publicly dedicated General Utility Easements and public street rights-of-way previously accepted by City Council. The attached Maintenance Bond covers 100% of the total cost of all facilities constructed as a portion of the subject waterline extension for the required one-year period from City acceptance of these improvements.

Staff Recommendation:

Staff recommends that the Board approve and accept for ownership the subject waterline line extension as illustrated - including the corresponding one-year Maintenance Bond.

Attachments:

- A. 'As-Built' South 75 Business Park Waterline Construction Plans
- B. Maintenance Bond



December 12, 2018

Mr. Lynn Burrow, PE
City of Glenpool

The 12" waterline on the east side of Highway 75 between E. 156th St. S. & Mark Allen Chevrolet to serve South 75 Business Park has reached substantial completion. The waterline has been tested per City of Glenpool standards and procedures and been approved by Glenpool staff. A one-year maintenance bond in the amount of \$649,438.50, matching the original contract amount, has been provided by the contractor, R.L. Hensley Construction, Inc.. The developer is requesting that the ownership and maintenance of the newly installed waterline shall be transferred to the City of Glenpool.

Submitted for approval,

A handwritten signature in blue ink, appearing to read 'Dan E. Tanner', is written over a faint circular stamp.

Dan E. Tanner, PE, PLS

MID-CONTINENT CASUALTY COMPANY

P. O. Box 1409
TULSA, OKLAHOMA 74101

MAINTENANCE BOND

BOND NUMBER 1018939

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, R. L. Hensley Construction, Inc.

9811 E. 46th Place, Tulsa, OK 74145

as Principal,
and MID-CONTINENT CASUALTY COMPANY, an Ohio corporation, having its principal place of business in the City of Tulsa and State of Oklahoma,

as Surety, are held and firmly bound unto City of Glenpool

as Oblige,

In the penal sum of Six hundred forty-nine thousand, four hundred thirty-eight dollars & 50/100 Dollars (\$ 649,438.50),
lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, and each of our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the said Principal has constructed certain improvements described as follows:

Waterline Improvements to Serve South 75 Business Park LLC - Phase III, Glenpool, OK

Which said improvements have been constructed to conform with specifications prepared by _____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the said Principal shall maintain said improvements for a
period of one (1) year(s) against any failure due to defective workmanship or defective materials, said one (1) year(s)
period to begin with the date of completion and acceptance of such completed improvements described above, then this obligation shall be null and void,
otherwise to remain in full force and effect, subject however to the following express provision:

The Oblige, by and through its proper representative, shall give the Principal and the Surety written notice of all repairs required to fulfill the terms
of this maintenance guarantee; and the said Principal and Surety shall, after receipt of any such notice, be allowed a reasonable period of time in which
to make any such repairs.

Signed, Sealed and Dated this 15th day of May, 2018

R. L. Hensley Construction, Inc.

Principal

By

Don Hensley

MID-CONTINENT CASUALTY COMPANY

By

Jamie Burris

Attorney-in-fact



MID-CONTINENT CASUALTY COMPANY

1437 SOUTH BOULDER, SUITE 200 • TULSA, OKLAHOMA 74119 • 918-587-7221 • FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the MID-CONTINENT CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. Travis E. Brown, Jamie

Burris, Cathy Combs, John Kelly Deer, Vaughn P. Graham, Vaughn Paul Graham, Jr., Mark Edward Long, Stephen M. Poleman and Michael J. Swenton, all of TULSA, OK

IN WITNESS WHEREOF, the MID-CONTINENT CASUALTY COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19 day of April, 2018



ATTEST:

Sharon Hackl
SHARON HACKL Secretary

MID-CONTINENT CASUALTY COMPANY

Todd Bazata
TODD BAZATA VICE PRESIDENT

On this 19 day of April, 2018 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of Mid-Continent Casualty Company, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS



Commission # 11008253

My Commission Expires: 09-08-19

Julie Callahan
JULIE CALLAHAN Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Mid-Continent Casualty Company by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-In-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of Mid-Continent Casualty Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 15th day of May, 2018



Sharon Hackl
SHARON HACKL Secretary

VOID IF BOX IS EMPTY

Addendum No. 2
Proposal
for
Grading, Storm, Waterline, and Erosion Control
South 75 Business Park Waterline Extension with Hill Cut
Glenpool, Oklahoma

Item	Quantity	Description	Unit Cost	Extension
Grading				
101.	GENERAL SITE GRADING			
a.	5.1 Acres	Clearing & Grubbing (includes tree removal)	\$ 750.00	\$ 3,825.00
b.	4,138 CY	Stripping, 5"deep, Stockpile & Replace	\$ 3.00	\$ 12,414.00
c.	28,330 CY	Unclassified Excavation & Site Grading	\$ 3.25	\$ 92,072.50
d.	4.4 Acres	Revegetation (Seeding)	\$ 5,000.00	\$ 22,000.00
e.	7,981.0 SY	Slab Sod on 3:1 Slopes	\$ 4.00	\$ 31,924.00
f.	44.4 SY	Cont. Over Gas Easement (8" Thick Un-Reinforced)	\$ 80.00	\$ 3,552.00
g.	Hours	Rock Hammer with Cat. H160E or similar equipment	\$ 165.00	\$ -
		*For rock unit pricing only if unexpected rock discovered		
Total Grading Base Bid			\$	165,787.50
Storm Sewer				
301.	RIGHT-OF-WAY CLEARING AND RESTORING			
a.	221 LF	Right-of-Way Clearing and Restoring	\$ 1.00	\$ 221.00
302.	EXCAVATION AND BACKFILL, UNCLASSIFIED			
a.	50 CY	Excavation and Backfill, Unclassified	\$ 1.00	\$ 50.00
303.	PIPE, HIGH DENSITY POLYETHYLENE (HDPE), IN PLACE			
a.	221 LF	30-Inch HDPE, ADS N-12 ST 1B, Corrugated, Smooth Interior	\$ 68.00	\$ 15,028.00
304.	OUTLETS, IN PLACE			
a.	4 EA	30" Metal End Section	\$ 1,200.00	\$ 4,800.00
Total Storm Sewer Base Bid			\$	20,099.00

Waterline

501.	RIGHT-OF-WAY CLEARING AND RESTORING				
a.	6,663 LF	Right-of-Way Clearing and Restoring (Includes sod over trench)	\$ 5.50	\$	36,646.50
502.	EXCAVATION AND BACKFILL, UNCLASSIFIED				
a.	4,090 CY	Excavation and Backfill, Unclassified	\$ 1.00	\$	4,090.00
503.	PIPE, FOR WATER SERVICE, IN PLACE				
a.	6,373 LF	12-inch PVC, AWWA C900, Class 200 (DR14)	\$ 36.00	\$	229,428.00
b.	290 LF	12-inch HDPE, Class 200 (DR11)	\$ 80.00	\$	23,200.00
504.	FITTINGS, IN PLACE				
a.	8 EA	12" 45° Bend	\$ 220.00	\$	1,760.00
b.	6 EA	12" 22.5° Bend	\$ 200.00	\$	1,200.00
c.	2 EA	12" 90° Vertical Bend	\$ 250.00	\$	500.00
d.	2 EA	12" 22.5° Vertical Bend	\$ 200.00	\$	400.00
e.	22 EA	12" 11.25° Vertical Bend	\$ 200.00	\$	4,400.00
f.	1 EA	12" Sleeve	\$ 1,900.00	\$	1,900.00
g.	1 LS	12" Mechanical Restrained Joints	\$ 11,000.00	\$	11,000.00
h.	1 EA	12" Plug	\$ 250.00	\$	250.00
505.	CONNECTION, IN PLACE				
a.	5 EA	Connect to Existing 12" Water Main	\$ 500.00	\$	2,500.00
506.	VALVES, IN PLACE				
a.	7 EA	12" Gate Valve	\$ 2,100.00	\$	14,700.00
b.	2 EA	12" Air Relief Valve and Vault	\$ 2,500.00	\$	5,000.00
c.	1 LA	3-Way Fire Hydrant Assembly (Includes hydrant & riser, 12"x12"x6" tee, gate valve, leader & blocking)	\$ 4,400.00	\$	30,800.00
d.	1 EA	6" Fire Hydrant Extension	\$ 600.00	\$	600.00
e.	6 EA	12" Fire Hydrant Extension	\$ 700.00	\$	4,200.00
f.	3 EA	12"x12"x12" Tapping Sleeve & Valve	\$ 6,300.00	\$	18,900.00
507.	VALVE BOX				
a.	7 EA	Standard Valve Box	\$ 190.00	\$	1,330.00
508.	PAVEMENT, REMOVAL AND REPLACEMENT				
a.	150 LF	Bore 24" Steel Casing	\$ 350.00	\$	52,500.00
Total Waterline Base Bid				\$	445,304.50

Erosion Control & Traffic Control

Quantities are Estimates Only. Contractor must provide sufficient erosion control to meet ODEQ requirements.

a.	1	EA	Stabilized Construction Entrance	\$ 1,500.00	\$ 1,500.00
b.	2	EA	Inlet Protection Devices	\$ 120.00	\$ 240.00
c.	6,363	LF	Silt Fence for Erosion Stabilization	\$ 2.50	\$ 15,907.50
d.	1	LS	Traffic Control Plan	\$ 600.00	\$ 600.00

Total Erosion Control Base Bid \$ 18,247.50

Total Base Bid \$ \$ 649,438.50

Calendar Days to Complete 100.00

Note 1: Testing to be performed by and paid for by contractor.

Note 2: Traffic control plan to be paid for and furnished by contractor.

Note 3: Any rock encountered during construction to be placed on site.



Dated at Tulsa, Oklahoma this 27TH day of APRIL, 2018.

Respectfully submitted,

R.L. HENSLEY CONSTRUCTION INC.

Complete legal name of Bidder

By:

Date 4-27-18

VP / SEC

By Jan Hensley

President

Date 4/27/18

9811 E. 46th ST Tulsa, OK 74146

Address, City, State & Zip Code

ph 918-663-9136 -- Fax 918-664-9558

Phone and Fax Number

Accepted by Owner this 8 day of May, 2018.

R. F. Robertson

By: Rex F. Robertson

Its: Manager

