



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 Monday, June 5, 2017, 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 – Susan White, Secretary; Timothy Lee Fox, Chairman	
C) Public Works Director Report - Wes Richter	
1) Public Works Report June 2017	3
D) Scheduled Business	
1) Discussion and possible action to approve minutes from May 1, and May 15, 2017 meetings. (Susan White, Secretary) GUSA MIN 050117 GUSA MIN 051517SPC	4 - 6
2) Discussion and possible action to approve, and authorize the Chairman to execute indicating consent of GUSA to the amended version of the April 8, 2004, Agreement Between Glenpool Utility Service Authority and Controlled Waste, Inc., for the purposes of (i) designating American Waste Control, Inc., as the successor carrier for the pick-up and disposal of solid waste within the City limits of Glenpool; and (ii) implementing provisions of Ordinance No. 736 to add recycling of recyclable solid waste to the services provided by American Waste Control, Inc.; as approved by the City Council on June 5, 2017. (Susan White, Acting City Manager) Staff memo 060517 CONTROLLED WASTE AGMT 042804 AMENDED Controlled Waste - American Waste contract 060517 - clean AMENDED Controlled Waste - American Waste contract 060517 - red ORD NO 736	7 - 31
3) Discussion and possible action to ratify action of City Council concerning Resolution No. 17005 of the City of Glenpool, "Resolution Authorizing The City Of Glenpool To Renew That Certain Security Agreement By And Between The City Of Glenpool And The Glenpool Utility Services Authority With Respect To The Issuance Of Utility System Revenue Bonds, Tax Exempt Refunding Series 2010 A And Taxable Refunding Series 2010 B, Dated As Of December 1, 2010." (Julie Casteen, Finance Director) 2017-06-05-Renewal of 2010-2011 Revenue Bond Security Agreements SR 2017-06-05-Resos Renewal of 2010-2011 Revenue Bond Security Agreements	32 - 40

[2010 Security Agreement](#)

[2011 Security Agreement](#)

- 4) Discussion and possible action to ratify action of the City Council concerning Resolution No. 17006 of the City of Glenpool, "Resolution Authorizing The City Of Glenpool To Renew That Certain Security Agreement By And Between The City Of Glenpool And The Glenpool Utility Services Authority With Respect To The Issuance Of Utility System Revenue Bonds, Tax Exempt Refunding Series 2011, Dated As Of January 1, 2011."
(Julie Casteen, Finance Director)
- 5) Discussion and update concerning Pecan Estates Sanitary Sewer Relocation project.
(Lynn Burrow, Community Development Director)

E) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____, _____ at _____ am/pm.

Signed:

City Clerk



Public Works Director's Report

June 5, 2017

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 DMR report to ODEQ we went over the limit on 1 BOD sample, it takes 6 days to receive the lab results which leaves no time to pull a retest sample. I call the lab when we received the results and they stated a high percentage of tests came back higher than normal and was unsure as to why.
- 3 sewer backups were reported they were all on customer's side. One customer advised that roto rooter told them it was on the city's side so the guys went and jet rodded the main line and there was no blockage on our line. I decided to call a vender to come and do a camera demo on that line. The demo was successful in showing that our line was in very good shape and clear of any debris and allowed us to look at the customers tap so that I could let them know if they had a problem. Their tap looked fine as well I informed the customer and they said thank you. We have a sewer camera in next year's budget which will be a big asset to the city.

Water Distribution:

- Meter reading started on May 1st.
- Meter reading was completed on May 10th.
- Total rereads for May were 99 of which 17 were incorrect reads and were sent out for 2nd re reads.
- 206 Service Orders, 15 Blue tags were issued by the water billing dept.
- 4 New construction meters were set and 3 meter replacements.
- 206 Line locates were issued by call Okie.
- 159 turned off for nonpayment.
- 1104 AMR meters have been installed. An accident at the plant had stopped any meters from being built. The install should start back up the week of June 5th.

**MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
REGULAR SESSION
May 1, 2017**

The Regular Session of the Glenpool Utility Services Authority was held at Glenpool City Hall. Trustees present: Tim Fox; Momodou Ceesay; Patricia Agee; Brandon Kearns and Jacqueline Triplett-Lund.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Susan White, Trust Secretary; Julie Casteen, Trust Treasurer; and Wes Richter, Director of Public Works.

- A) **Chairman Fox called the meeting to order at 8:36 p.m.**
- B) **Susan White, Secretary called the roll and Chairman Fox declared a quorum present.**
- C) Public Works Director Report - Wes Richter, Director of Public Works
- Mr. Richter reviewed the various activities accomplished by the water/wastewater personnel during the previous month.
- D) **Scheduled Business:**
- 1) **Discussion and possible action to elect a Chairman.**
MOTION: Trustee Ceesay moved, second by Trustee Agee to elect Timothy Fox as Chairman.
FOR: Trustee Lund; Trustee Ceesay; Trustee Fox; Trustee Agee; Trustee Kearns
AGAINST: None
Motion carried.
 - 2) **Discussion and possible action to elect a Vice Chairman.**
MOTION: Chairman Fox moved, second by Trustee Agee to elect Momodou Ceesay as Vice Chairman.
FOR: Trustee Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns; Trustee Lund
AGAINST: None
Motion carried.
 - 3) **Discussion and possible action to approve minutes from April 3, April 6, April 20, and April 27, 2017 meetings.**
MOTION: Vice Chairman Ceesay moved, second by Trustee Agee to approve minutes as presented.
FOR: Chairman Fox; Trustee Agee (April 3, 6, 27); Trustee Kearns (April 20); Trustee Lund (April 3, 27); Vice Chairman Ceesay
AGAINST: None
ABSTAIN: Trustee Agee (April 20-Absent); Trustee Kearns (April 3, 6, 27-Absent); Trustee Lund (April 6, 20-Absent)
Motion carried.
 - 4) **Discussion and possible action to approve National League of Cities Service Line Warranty program.**
Roger Kolman, Trust Manager advised the Trustees that this item also appeared on the City Council agenda. Because the program is designed specifically for water/wastewater utility customers, it should also be approved by the Utility Services Authority board.
MOTION: Trustee Lund moved, second by Trustee Agee to approve NLC Service Line warranty program.
FOR: Trustee Agee; Trustee Kearns; Trustee Lund; Trustee Ceesay; Chairman Fox
AGAINST: None
Motion carried.
 - 5) **Discussion and possible action to approve a professional services agreement from Shaffer, Kline, & Warren Inc., in an amount not to exceed \$16,000 for a water distribution study and analysis, study area located south of 161st Street and US 75.**

Lynn Burrow, Community Development Director advised Trustees that if approved, the agreement would produce a study that evaluates the city's current distribution system south of 161st along the US 75 corridor.

MOTION: Trustee Lund moved, second by Trustee Agee to approve a professional services agreement from Shaffer, Kline, & Warren, Inc. as presented.

FOR: Trustee Lund; Trustee Ceesay; Chairman Fox Trustee Agee

AGAINST: Trustee Kearns

Motion carried.

E) Adjournment.

- There being no further business, Chairman Fox declared the meeting adjourned at 8:57 p.m.

Date

Chairman

ATTEST:

Secretary

**MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
SPECIAL SESSION
May 15, 2017**

The Special Session of the Glenpool Utility Services Authority was held at Glenpool City Hall. Trustees present: Tim Fox, Chairman; Momodou Ceesay, Vice Chairman; Patricia Agee; Brandon Kearns and Jacqueline Triplett-Lund.

Staff present: Roger Kolman, City Manager; Lowell Peterson, Trust Attorney; Susan White, Trust Secretary; Julie Casteen, Trust Treasurer and Lynn Burrow, Community Development Director.

- A) **Chairman Fox called the meeting to order at 8:21 p.m.**
- B) **Susan White, Secretary called the roll and Chairman Fox declared a quorum present.**
- C) **Scheduled Business:**
- 1) **Discussion and possible action to ratify action taken by the Glenpool City Council to adopt Resolution No. 17004, as it pertains to the FY 2017-2018 Budget of the Glenpool Utility Services Authority.**
MOTION: Trustee Agee moved, second by Vice Chairman Ceesay to ratify action taken by the Glenpool City Council to adopt Resolution No. 17004.
FOR: Trustee Lund; Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns
AGAINST: None
Motion carried.
- D) **Adjournment.**
- There being no further business, Chairman Fox declared the meeting adjourned at 8:23 p.m.

Date

Chairman

ATTEST:

Secretary



STAFF REPORT

To: HONORABLE MAYOR AND CITY COUNCIL
From: Lowell Peterson, City Attorney
Date: June 5, 2017
Subject: Amended Agreement with American Waste Control, Inc., to Provide Solid Waste Disposal and Recycling Services

Background:

Recognizing the importance of the public's goals and interest in the health and public welfare of the City of Glenpool and its citizens, the City Council adopted the attached Ordinance No. 736 on May 15, 2017, to implement a recycling program that incorporates all aspects of solid waste collection and management within the City, including generation, recycling and disposal.

We have coordinated the City's planning and the language of this Ordinance with Paul Ross of American Waste Control, Inc., the City's contractor, and the company looks forward to implementing a recycling program.

This has required substantial amendments to the 2004 Agreement with Controlled Waste, Inc., the prior contractor, for solid waste collection and disposal services.

Staff Recommendation:

Staff recommends that the Council approve the Amended Agreement Between The City of Glenpool and American Waste Control, Inc.

Attachments:

- Original Agreement with Controlled Waste, Inc., April 28, 2004
- Amended Agreement Between the City of Glenpool and American Waste Control, Inc.
- "Red-Line" comparison of the Original and Amended Agreements
- Ordinance No. 736

AGREEMENT
BETWEEN
GLENPOOL UTILITY SERVICE AUTHORITY
AND
CONTROLLED WASTE, INC.

This Agreement made on this 28 of April, 2004, by and between the Glenpool Utility Services Authority, hereinafter referred to as "Authority," and Controlled Waste, Inc., a licensed trash carrier, hereinafter referred to as "Carrier."

Consideration shall be the mutual covenants and obligations as herein contained.

WHEREAS, the Authority desires to contract in perpetuity with Carrier, for the pick-up and disposal of the trash and garbage of all non-commercial residents within the City of Glenpool, Oklahoma, and

WHEREAS, the Carrier desires to contract with the Authority for the pick-up and disposal of the trash and garbage of all non-commercial residents within the City of Glenpool, Oklahoma,

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Carrier agrees to provide one pick-up per week for each resident within the City limits of the City of Glenpool, Oklahoma. Trash removed from each residence shall be only the contents of trash carts which are provided to each resident as a part of the services provided by Carrier under the terms of this Agreement.
2. Carrier agrees to provide to each resident one (1) 95-gallon cart. An additional cart may be provided for any resident who wishes to pay an additional fee for such extra cart. Such additional fee to be paid on a monthly basis. Additional monthly fee for each additional cart is \$11.26.
3. Carrier further agrees to be responsible for disposal of such trash and garbage and such disposal shall be in accordance with Federal, State and City regulations.

4. Carrier will provide an additional service consisting of extra hauling of bulky items at set rates which will be on a per pick-up basis with an agreement between the resident and the Carrier.

5. Each resident will be notified of the trash pick up day. All carts must be at the curb no later than 6:00 a.m. It is the responsibility of the resident to place the trash cart within four feet of the curb with no obstacles blocking carrier access to the cart. Obstacles would include such objects as mailboxes, cars parked in front of carts, decorative fences and such other objects which tend to restrict immediate access to the cart by carrier.

6. Carrier agrees to provide special services for senior citizens or handicapped residents. Such special service for senior citizens and handicapped residents, after verification of such status, may include front porch service as well as a discounted rate with a smaller 95-gallon cart.

7. Carrier recognizes that certain holidays which can result in trash accumulation may require extra pick up services. Exceptions shall be made by the carrier for trash pick up on the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's Day. In addition to the services and consideration as hereinbefore mentioned, the Glenpool Utility Services Authority agrees to pay to the Carrier \$11.26 for each residential account per month.

8. It is agreed that Carrier may request a rate increase of not more than 10% for each subsequent year of this contract, provided however, such request for such rate increase must be approved by the Board of Trustees of the Glenpool Utility Services Authority, and in no event will such cost increase be granted until after approval by the Board of Trustees of the Glenpool Utility Services Authority. In the event a cost increase cannot be agreed upon and approved, the Carrier, shall subsequent to being notified of refusal of rate increase, give sixty (60) days written notice of intention and desire to

terminate this contract. In no event shall either party terminate this contract without first having given the other party sixty (60) days written notice of its intention to terminate this contract. It is understood and agreed that termination of contract as used within this paragraph refers only to the termination of the contract in the event of a rate dispute.

9. It is further understood and agreed that the Carrier will utilize only vehicles especially and properly equipped for such service and any vehicle used shall be equipped with a closed bed container.

10. The Carrier shall pick-up all trash and garbage at curbside, and the resident shall have the responsibility of placing the 95 gallon containers at curbside on the given days on which the Carrier is to make the pick-up. The Carrier shall not be responsible for such pick-ups if the resident does not have the container at curbside on the designated day.

11. The parties to this Agreement agree that the Carrier shall carry full liability insurance coverage up to \$500,000 and further, that the Carrier shall indemnify, save and hold harmless the City of Glenpool and the Glenpool Utility Services Authority from any and all acts of negligence or contract giving rise against the Carrier or the City of Glenpool, Oklahoma or the Glenpool Utility Services Authority through acts or errors, omission or negligence by the Carrier. It is understood and agreed by and between the parties hereto that the Carrier is a contract Carrier and is in no way an agent, employee or representative of the City of Glenpool, Oklahoma or the Glenpool Utility Services Authority.

12. This contract may be terminated at any time, by either party by giving sixty (60) days written notice to the other party of intention to terminate this contract. It is specifically understood between the parties that this Agreement will not be terminated so long as fees charged by "Carrier" are acceptable to "Authority" and the level of service quality remains acceptable to the "Authority."

This constitutes the entire Agreement by and between the parties and nullifies any and all other agreements and may only be amended in writing hereinafter, such written modification necessarily requiring the approval of the Board of Trustees of the Glenpool Utility Services Authority of Glenpool, Oklahoma.

GLENPOOL UTILITY SERVICES AUTHORITY

BY: Charles J. Capell

Chairman

CONTROLLED WASTE, INC.

BY: [Signature]

Attest:

[Signature]
City Clerk

STATE OF OKLAHOMA)
COUNTY OF TULSA)

ss.

On this 28 day of APRIL, 2004, before me, the undersigned, a notary public in and for the County and State aforesaid, personally appeared BARRY SIMPSON, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Controlled Waste Inc.'s President and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Deborah A. Yocham
Notary Public

My Commission Expires:
1-22-08
(Seal)



glenpool/agmt controlled waste 4-22-04

AMENDED AGREEMENT BETWEEN THE CITY OF GLENPOOL,
AS BENEFICIARY OF THE GLENPOOL UTILITY SERVICE
AUTHORITY AND CONTRACTING ENTITY, AND AMERICAN
WASTE CONTROL, INC., AS SUCCESSOR IN INTEREST TO
CONTROLLED WASTE, INC.

WHEREAS, on April 28, 2004, the City of Glenpool ("City"), acting by the agency of the Glenpool Utility Services Authority, a public trust of which the City is beneficiary, and Controlled Waste, Inc., entered into an agreement (the "Former Agreement") for the collection and disposal of disposable solid waste from non-commercial, residential properties in the City of Glenpool; and

WHEREAS, on November 1, 2012, American Waste Control, Inc., completed a 100% acquisition of Controlled Waste, Inc., which included all assets, liabilities and equity of Controlled Waste, Inc., wherever they may be located; and

WHEREAS, the City, in reliance on representations of American Waste Control, Inc., recognizes American Waste Control, Inc. as the successor and assignee of Controlled Waste, Inc., insofar as that recognition pertains to the rights, duties and obligations of both Parties under the Former Agreement; and

WHEREAS, for all purposes related to the collection and disposal of solid waste from non-commercial, residential properties in accordance with Ordinance No. 736, An Ordinance Of The City Council Of The City Of Glenpool, Amending Title 9, Public Services; Chapter 3, Garbage And Refuse Collection And Disposal, Of The Code Of The City Of Glenpool; And Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith, as adopted by the City Council on May 15, 2017, (the "Ordinance") the City is designated as the contracting entity for solid waste services and American Waste, Inc., shall be deemed the "Carrier," as that term is used in the Former Agreement and in this Amended Agreement thereto (the "Amended Agreement"); and

WHEREAS, City and Carrier (individually, a "Party" and, collectively, the "Parties") now desire to make the following amendments, corrections, updates and additions to the Former Agreement for the betterment of service to the citizens of Glenpool, Oklahoma, and for the term set forth in this Amended Agreement, but not in perpetuity.

NOW THEREFORE, IT IS AGREED THAT THE FORMER AGREEMENT OF THE GLENPOOL UTILITY SERVICES AUTHORITY WITH WASTE CONTROL, INC., SHALL IDENTIFY THE CITY OF GLENPOOL AND AMERICAN WASTE CONTROL, INC., AS THE CONTRACTING PARTIES SUCCEEDING TO THE FORMER PARTIES, RESPECTIVELY, AND SHALL BE AND IS HEREBY FURTHER AMENDED TO READ AS FOLLOWS:

1. Basic Service. Carrier agrees to provide one collection of solid waste per week for each residential address/customer location ("Customer") within the City limits of the City of Glenpool, Oklahoma. Solid waste removed from each residence shall be only the contents of solid waste poly-carts which are provided to each

residence as a part of the services provided by Carrier under the terms of this Agreement. (The term “solid waste” shall have the meaning ascribed to that term in City of Glenpool Ordinance No. 736, which is attached hereto and incorporated herein by reference as Exhibit A.

2. Pricing Options. Carrier agrees to provide each Customer one (1) 95-gallon poly-cart for “disposable solid waste” and one (1) 95-gallon poly-cart for “recyclable solid waste” (as those terms are defined in Ordinance No. 736. Customers, at their sole discretion, may opt to receive service with one (1) 65-gallon poly-cart for disposable solid waste and one (1) 95-gallon poly-cart for recyclable solid waste. City shall pay to Carrier the sum of \$14.13 per month for those Customers receiving service with the first option and shall pay to Carrier the sum of \$12.53 per month for those Customers receiving service with the second option. For an additional fee of \$9.76 per month, Customer may also receive service with a second 95-gallon poly-cart for disposable solid waste.

3. Compliance with Applicable Laws. Carrier further agrees to be responsible for the disposal of disposable solid waste and such disposal shall be in accordance with all applicable Federal and State statutes, and City ordinances, policies, rules and regulations, including but not limited to Ordinance No. 736. Carrier shall control the solid waste stream for recyclable solid waste for resale to whatever secondary market may exist for such recyclable solid waste and retain the proceeds from such resale, or make any other lawful disposition thereof.

4. Bulky Waste. Carrier will provide, as an additional paid service, extra hauling of bulky items at set rates which will be on a per collection basis with a separate agreement between the Customer and the Carrier.

5. Customer Responsibility. Each Customer will be notified of their respective solid waste pick-up day. All poly-carts must be at the curb no later than 6:00 a.m. It is the responsibility of each Customer to place the solid waste poly-cart within four feet of the curb with no obstacles blocking Carrier access to the poly-cart. Obstacles would include such objects as mailboxes, cars parked in front of poly-carts, decorative fences and such other objects which tend to restrict immediate access to the poly-cart by Carrier. The Carrier shall collect all solid waste at curbside, and the Customer shall have the responsibility of placing the solid waste containers at curbside on the given days on which the Carrier is to make the collection. The Carrier

shall not be responsible for such collections if the Customer does not have the container at curbside on the designated day.

6. Senior/Handicapped Services. Carrier agrees to provide appropriate special services for senior citizens and handicapped Customers, consistent with its policies elsewhere. Such special services, upon verification of such status by Carrier, may include front porch service, a discounted rate per solid waste poly-cart, or similar offers.

7. Holiday Service. Carrier and City recognize that certain holidays can result in more than usual solid waste accumulation and may require extra collection services. Carrier does not provide collection services on Thanksgiving, Christmas, or New Year's Day. Following those holidays, collection day will be changed to the immediately following Saturday. Regular collection schedules will resume the week following the holiday. Carrier will make reasonable efforts to accommodate the potential excess of solid waste for collection that may result from these procedures, with no additional charge to the customer.

8. Compliant Vehicles. The Parties agree that Carrier will utilize only road-worthy, safety-inspected vehicles that are specially and properly equipped for such service and any vehicle used shall be equipped with a closed bed container.

9. Term and Renewal. The Parties agree that the initial term of this Agreement ("Term") shall be _____ () years unless otherwise terminated prior to the expiration of _____ () in accordance with provisions of this Agreement. This Agreement will automatically renew for additional successive _____ () renewal terms unless either Party notifies the other of its intention to terminate this Agreement by no later than sixty (60) days prior to expiration of the current initial or renewal Term. In no event, shall either Party terminate this Agreement without first having given the other Party sixty (60) days' written notice of termination.

10. Termination upon Notice. This Agreement may be terminated at any time by either Party by giving sixty (60) days written notice to the other Party of intention to terminate this Agreement. It is specifically understood and a good faith commitment between the Parties that this Agreement will not be terminated so long as fees charged by Carrier are acceptable to City, the level of service quality remains

acceptable to City and its Customers, and neither Party is in breach of any of the terms or conditions of this Agreement.

11. Rate Increase. The Parties agree that Carrier may request a rate increase of not more than _____ per cent (____%) for each subsequent renewal term after the initial term of this Agreement, provided that such request for such rate increase must be approved by the City Council for the City of Glenpool and, in no event, will such cost increase be granted until after such approval. In the event a cost increase cannot be agreed upon and approved, the Carrier may, after being notified of refusal of rate increase, give sixty (60) days' written notice of termination of this Agreement. The Parties understand and agree that "termination of Agreement" as used within this Section 9 refers only to termination of this Agreement in the event of a rate dispute.

12. Insurance and Indemnification. The Parties agree that the Carrier shall carry full liability insurance coverage in a minimum amount of _____ dollars and NO cents (\$_____) and further that Carrier shall indemnify, save and hold harmless the City of Glenpool from all claims, liability, damages, lawsuits, causes of action or other proceedings for acts, or failures to act, arising from negligent or intentional conduct of the Carrier or of any of its employees, officers or agents. It is understood and agreed by and between the Parties that Carrier is a contract Carrier and is in no way an agent, employee or representative of the City of Glenpool, Oklahoma.

13. Agreement to be Construed Under Oklahoma Law. This Agreement shall be construed under the laws of the State of Oklahoma. Exclusive original jurisdiction for any action relating to this Agreement shall be solely in the Tulsa County District Courts of Oklahoma. Prior to the filing of any action in the district court arising out of this Agreement, the Parties shall first attempt in good faith to mediate such dispute by negotiations between the City Manager, or his/her designee, and Carrier's designated representative.

14. Notice. Any notice or demand required or permitted to be given by the terms of this Agreement or by law shall be in writing and may be given by depositing said notice or demand in the U.S. Mail, certified mail with return receipt requested, addressed to the other Party's address, or by personal delivery. Service of said notice or demand shall be complete upon receipt of said notice or demand.

15. Entirety of Agreement. This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all proposals, oral or written, and all other communications between the Parties with respect to the subject matter of this Agreement.

16. Severability. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable.

17. Amendment of Agreement. This Agreement may be modified only by written subsequent agreement between the Parties. Any such written amendment shall not be effective unless and until approved and executed by authority of the City of Glenpool City Council.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates indicated by their names below.

CITY OF GLENPOOL, as Beneficiary of the Glenpool Utility Services Authority and Contracting Entity

Timothy Lee Fox, Mayor

Date

GLENPOOL UTILITY SERVICES AUTHORITY [for purposes of consent only and not as a party to this Agreement]

Timothy Lee Fox, Chairman

Date

ATTEST:

[SEAL]

Susan White, City and GUSA Clerk

Date

APPROVED AS TO FORM:

Lowell Peterson, City and GUSA Attorney

Date

AMERICAN WASTE CONTROL, INC., as Successor to CONTROLLED WASTE, INC.

Name:
Title:

STATE OF OKLAHOMA)
)
COUNTY OF TULSA) ss.

On this ____ day of _____, 2017, before me, the undersigned notary public in and for the captioned County and State, personally appeared _____ known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as _____ of American Waste Control, Inc., and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public

Exhibits

A – Ordinance No. 736

B – Former Agreement, April 28, 2004

**AMENDED AGREEMENT BETWEEN THE CITY OF GLENPOOL,
AS BENEFICIARY OF THE GLENPOOL UTILITY SERVICE
AUTHORITY, AND AMERICAN WASTE CONTROL, INC., AS
SUCCESSOR IN INTEREST TO CONTROLLED WASTE, INC.**

WHEREAS, on April 28, 2004, the City of Glenpool ("City"), acting by the agency of the Glenpool Utility Services Authority, a public trust of which the City is beneficiary, and Controlled Waste, Inc., entered into an agreement (the "Former Agreement") for the collection and disposal of disposable solid waste from non-commercial, residential properties in the City of Glenpool; and

WHEREAS, on November 1, 2012, American Waste Control, Inc., completed a 100% acquisition of Controlled Waste, Inc., which included all assets, liabilities and equity of Controlled Waste, Inc., wherever they may be located; and

WHEREAS, the City, in reliance on representations of American Waste Control, Inc., recognizes American Waste Control, Inc. as the successor and assignee of Controlled Waste, Inc., insofar as that recognition pertains to the rights, duties and obligations of both parties under the Former Agreement; and

WHEREAS, for all purposes related to the collection and disposal of solid waste from non-commercial, residential properties in accordance with Ordinance No. 736, An Ordinance Of The City Council Of The City Of Glenpool, Amending Title 9, Public Services; Chapter 3, Garbage And Refuse Collection And Disposal, Of The Code Of The City Of Glenpool; And Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith, as adopted by the City Council on May 15, 2017, (the "Ordinance") American Waste, Inc., shall be deemed the "Carrier," as that term is used in the Former Agreement and in this Amended Agreement thereto (the "Amended Agreement"); and

WHEREAS, both parties now desire to make the following amendments, corrections, updates and additions to the Former Agreement for the betterment of service to the citizens of Glenpool, Oklahoma, for the term set forth in this Amended Agreement, but not in perpetuity.

~~This Agreement made on this 28th day of April 2004, by and between the Glenpool Utility Services Authority, hereinafter referred to as "Authority," and Controlled Waste, Inc., a licensed trash carrier, hereinafter referred to as "Carrier."~~

~~Consideration shall be the mutual covenants and obligations as herein contained.~~

~~WHEREAS, the Authority desires to contract in perpetuity with Carrier, for the pick-up and disposal of the trash and garbage of all non-commercial residents within the City of Glenpool, Oklahoma, and~~

~~WHEREAS, the Carrier desires to contract with the Authority for the pick-up and disposal of the trash and garbage of all non-commercial residents within the City of Glenpool, Oklahoma,~~

~~NOW THEREFORE, IT IS AGREED AS FOLLOWS:~~

NOW THEREFORE, IT IS AGREED THAT THE FORMER AGREEMENT OF THE GLENPOOL UTILITY SERVICES AUTHORITY WITH WASTE CONTROL, INC., SHALL IDENTIFY THE CITY OF GLENPOOL AND AMERICAN WASTE CONTROL, INC., AS THE CONTRACTING PARTIES SUCCEEDING TO THE FORMER PARTIES, RESPECTIVELY, AND SHALL BE AND IS HEREBY FURTHER AMENDED TO READ AS FOLLOWS:

1. Carrier agrees to provide one pick-up collection of solid waste per week for each resident within the City limits of the City of Glenpool, Oklahoma. ~~Trash~~Solid waste removed from each residence shall be only the contents of ~~trash~~solid waste carts which are provided to each resident as a part of the services provided by Carrier under the terms of this Agreement. (The term "solid waste" shall have the meaning ascribed to that term in City of Glenpool Ordinance No. 736, which is attached hereto and incorporated herein as Exhibit A.

2. Carrier agrees to provide each non-commercial residential customer ("Customer") one (1) 95-gallon poly cart for "disposable solid waste" and one (1) 95-gallon poly cart for "recyclable solid waste" (as those terms are defined in Ordinance No. 736 attached hereto and incorporated herein by reference as Attachment A. Customer, at their sole discretion, may opt to receive service with one (1) 65-gallon poly cart for disposable solid waste and one (1) 95-gallon poly cart for recyclable solid waste. City shall pay to Carrier the sum of \$14.13 per month for those Customers receiving service with the first option and shall pay to Carrier the sum of \$12.53 per month for those Customers receiving service with the second option. For an additional fee of \$9.76 per month, Customer may also receive service with a second 95-gallon poly cart for

~~disposable solid waste. Carrier agrees to provide to each resident one (1) 95-gallon cart. An additional cart may be provided for any resident who wishes to pay an additional fee for such extra cart. Such additional fee to be paid on a monthly basis. Additional monthly fee for each additional cart is \$11.26.~~

3. Carrier further agrees to be responsible for the disposal of disposable solid waste and such disposal shall be in accordance with all applicable Federal and State statutes, and City ordinances, policies, rules and regulations, including but not limited to Ordinance No. 736. Carrier shall control the solid waste stream for recyclable solid waste for resale to whatever secondary market may exist for such recyclable solid waste and retain the proceeds from such resale.~~Carrier further agrees to be responsible for disposal of such trash and garbage and such disposal shall be in accordance with Federal, State and City regulations.~~

4. Carrier will provide an additional service consisting of extra hauling of bulky items at set rates which will be on a per pick-up/collection basis with an agreement between the resident and the Carrier.

5. Each resident will be notified of their ir respective trash/solid waste pick-up day. All carts must be at the curb no later than 6:00 a.m. It is the responsibility of the resident to place the trash/solid waste cart within four feet of the curb with no obstacles blocking carrier access to the cart. Obstacles would include such objects as mailboxes, cars parked in front of carts, decorative fences and such other objects which tend to restrict immediate access to the cart by carrier.

6. Carrier agrees to provide appropriate special services for senior citizens ~~or~~and handicapped residents, consistent with its policies elsewhere. Such special services s~~for senior citizens and handicapped residents, after~~upon

verification of such status by Carrier, may include front porch service, ~~as well as a~~
discounted rate per solid waste cart, or similar offers~~with a smaller 95-gallon cart.~~

7. Carrier and City recognize that certain holidays can result in more than usual solid waste accumulation and may require extra collection services. Carrier does not provide collection services on Thanksgiving, Christmas, or New Year's Day. Following those holidays, collection day will be changed to the immediately following Saturday. Regular collection schedules will resume the week following the holiday. Carrier will make reasonable efforts to accommodate the potential excess of solid waste for collection that may result from these procedures, with no additional charge to the customer.~~Carrier recognizes that certain holidays which can result in trash accumulation may require extra pick-up services. Exceptions shall be made by the carrier for trash pick-up on the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's Day. In addition to the services and consideration as hereinbefore mentioned, the Glenpool Utility Services Authority agrees to pay to the Carrier \$11.26 for each residential account per month.~~

8. The parties agree that Carrier may request a rate increase of not more than 10% for each subsequent year after the first year of this Agreement, provided however, such request for such rate increase must be approved by the City Council for the City of Glenpool, and in no event, will such cost increase be granted until after such approval. In the event a cost increase cannot be agreed upon and approved, the Carrier may, after being notified of refusal of rate increase, give sixty (60) days written notice of termination of this Agreement. In no event, shall either party terminate this Agreement without first having given the other party sixty (60) days written notice of termination. The parties understand and agree that "termination of Agreement" as

~~used within this paragraph refers only to termination of this Agreement in the event of a rate dispute. It is agreed that Carrier may request a rate increase of not more than 10% for each subsequent year of this contract, provided however, such request for such rate increase must be approved by the Board of Trustees of the Glenpool Utility Services Authority, and in no event will such cost increase be granted until after approval by the Board of Trustees of the Glenpool Utility Services Authority. In the event a cost increase cannot be agreed upon and approved, the Carrier, shall subsequent to being notified of refusal of rate increase, give sixty (60) days written notice of intention and desire to terminate this contract. In no event shall either party terminate this contract without first having given the other party sixty (60) days written notice of its intention to terminate this contract. It is understood and agreed that termination of contract as used within this paragraph refers only to the termination of the contract in the event of a rate dispute.~~

9. It is further understood and agreed that the Carrier will utilize only vehicles especially and properly equipped for such service and any vehicle used shall be equipped with a closed bed container.

10. The Carrier shall ~~pick-up~~collect all ~~trash~~solid waste and ~~garbage~~ at curbside, and the resident/customer shall have the responsibility of placing the ~~95 gallon~~solid waste containers at curbside on the given days on which the Carrier is to make the ~~pick-up~~collection. The Carrier shall not be responsible for such ~~pick-up~~collections if the resident/customer does not have the container at curbside on the designated day.

11. The parties to this Agreement agree that the Carrier shall carry full liability insurance coverage up to \$500,000 and further, that the Carrier shall

indemnify, save and hold harmless the City of Glenpool ~~and the Glenpool Utility Services Authority~~ from any and all acts of negligence or contract giving rise against the Carrier or the City of Glenpool, Oklahoma ~~or the Glenpool Utility Services Authority~~ through acts or errors, omission or negligence by the Carrier. It is understood and agreed by and between the parties hereto that the Carrier is a contract Carrier and is in no way an agent, employee or representative of the City of Glenpool, Oklahoma ~~or the Glenpool Utility Services Authority~~.

12. This ~~contract~~Agreement may be terminated at any time, by either party by giving sixty (60) days written notice to the other party of intention to terminate this ~~contract~~Agreement. It is specifically understood between the parties that this Agreement will not be terminated so long as fees charged by Carrier are acceptable to ~~Authority~~City, ~~and~~ the level of service quality remains acceptable to the ~~"Authority~~City and its customers, and neither part is in breach of any of the conditions of this Agreement.

This Agreement constitutes the entire ~~A~~agreement by and between the parties, ~~and~~ nullifies any and all other agreements whether oral or written and may only be amended in writing, ~~hereinafter, such written modification necessarily such written amendment~~ requiring the approval of the ~~Board of Trustees~~City Council of the ~~Glenpool Utility Services Authority~~City of Glenpool of Glenpool, Oklahoma.

APPROVED and AGREED on the _____ day of _____, 2017.

GLENPOOL UTILITY SERVICES AUTHORITYCITY OF GLENPOOL

Timothy Lee Fox, Mayor

GLENPOOL UTILITY SERVICES AUTHORITY [for purposes of consent only and not as a party to this Agreement]

Timothy Lee Fox, Chair



ATTEST:

[SEAL]

Susan White, City and GUSA Clerk

APPROVED AS TO FORM:

Lowell Peterson, City and GUSA Attorney

AMERICAN WASTE CONTROL, INC., as Successor to CONTROLLED WASTE, INC.

Name: _____

Title:

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

On this _____ day of _____, 2017, before me, the undersigned notary public in and for the captioned County and State, personally appeared _____ known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as _____ of _____ American Waste Control, Inc., and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act

and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public

ORDINANCE NO. 736

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENPOOL, AMENDING
TITLE 9, PUBLIC SERVICES; CHAPTER 3, GARBAGE AND REFUSE COLLECTION
AND DISPOSAL, OF THE CODE OF THE CITY OF GLENPOOL; AND REPEALING ALL
ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH**

WHEREAS, The Oklahoma Legislature, in the Oklahoma Environmental Quality Code, has recognized and declared that it is necessary for the public interest, health and economic welfare to encourage and promote the recycling and reuse of recoverable materials throughout the State; and

WHEREAS, Recycling and reuse substantially reduce disposal costs and the enormous flow of solid waste to Oklahoma's dwindling solid waste sites; and

WHEREAS, Recycling and reuse help to create new employment, provide for expansion of existing manufacturing and thereby increase employment and payrolls as well as upgrading the state's natural resources; and

WHEREAS, The Legislature has declared that the goal of the Oklahoma Recycling Initiative is that each incorporated municipality with a population greater than 5,000 should develop and operate a recycling program.

THEREFORE, BE IT ORDAINED by the City Council for the City of Glenpool, Oklahoma **THAT**:

- § 1. Chapter 3, Garbage and Refuse Collection and Disposal, of Title 9, Public Services, of the Code of the City of Glenpool shall be and hereby is amended as follows:

Title 9 – Public Services

Chapter 3

SOLID WASTE DISPOSAL, COLLECTION AND RECYCLING

9-3-1: SHORT TITLE:

9-3-2: DEFINITIONS:

9-3-3: EXCLUSIVE RIGHT OF CITY:

9-3-4: DUTY TO REQUEST SOLID WASTE DISPOSAL AND RECYCLING SERVICE:

9-3-5: RECYCLING MANDATORY:

9-3-6: ACCUMULATION OF SOLID WASTE PROHIBITED; USE OF CONTAINERS REQUIRED:

9-3-7: CONTAINER REQUIREMENTS:

9-3-8: FREQUENCY OF COLLECTIONS; RATES AND CHARGES:

9-3-9: NUISANCE DECLARED:

9-3-10: VIOLATIONS; PENALTY:

9-3-1: SHORT TITLE:

This chapter shall be known and cited as the *SOLID WASTE DISPOSAL, COLLECTION AND RECYCLING ORDINANCE*.

9-3-2: DEFINITIONS:

As used in this chapter the following words and terms shall have the meanings ascribed to them in this section:

SOLID WASTE: Comprehensive term used categorically to include all garbage, rubbish, rubble and trash, as those terms are defined in this section and as understood in common usage, however generated. For purposes of this section, Solid Waste includes "Disposable Solid Waste" and "Recyclable Solid Waste."

DISPOSABLE SOLID WASTE: All solid waste, other than recyclable solid waste.

RECYCLABLE SOLID WASTE: Components of solid waste that can be collected, separated, or processed and returned to the economic mainstream in the form of materials or products including, but not limited to the following:

- (1) Cardboard, newspaper, magazines, graded paper, mixed office paper, wood;
- (2) Clear and brown- or green-colored glass;
- (3) Durable and non-durable plastics, including plastic Polyethylene Terephthalate (PET, PETE #1) and High-Density Polyethylene (HDPE #2), and Polypropylene (PP #5);
- (4) Metals, including aluminum, copper, steel, bi-metals and ferrous metals; and
- (5) Any other materials or substances identified as recyclable by the City Manager.

Recyclable solid waste does not include:

Styrofoam; Garbage; Batteries; Light Bulbs; Yard Waste; Ceramics; Window Glass; Drinking Glasses; Plastic Bags; Toys; Garden Hoses; Electronics; Clothing; Paint; Lubricants; Hazardous Waste, as defined by federal and state regulations to include waste that poses substantial or potential threat to public health or the environment.

GARBAGE: Disposable solid waste consisting of vegetable, fruit or animal organic waste product common to kitchens, pantries and dining rooms and of such a character and proportion as to cause obnoxious odors or to attract or provide food for birds, animals or vermin.

RUBBISH: Solid waste commonly accumulated by housing residents; including glass and broken ware, discarded clothing, trash, tin cans, bottles, and papers, tree limbs, leaves, grass and weed cuttings properly contained or bundled as described herein.

RUBBLE: Includes dirt, rocks, ashes, debris resulting from construction, reconstruction or repair of buildings, and other earthen, wooden or metal materials larger and/or heavier than rubbish.

TRASH: Solid waste consisting of wastepaper, broken ware, discarded shoes and clothing, tin cans, bottles, grass cuttings, shrub trimmings, paper boxes and cartons, and floor sweepings from residential dwelling units.

9-3-3: EXCLUSIVE RIGHT OF CITY:

The city reserves to itself the exclusive right and privilege of the collection, removal and disposition of all solid waste within the corporate limits of the city, either by contracting with a suitable person or entity for such services or by performance of these functions by employees of the city, either method to be at the discretion of the city council. In the event the city council elects to direct these functions to be performed by city employees, the city council is hereby empowered to acquire suitable trucks and other equipment for the collection and removal of solid waste from the corporate limits of the city. In the alternative, the city council has the power to contract with private persons or entities to collect, remove and dispose of such solid waste in accordance with the terms and conditions of this chapter.

9-3-4: DUTY TO REQUEST SOLID WASTE REMOVAL AND RECYCLING SERVICE:

To assist in maintaining the general sanitation and health of the city, it shall be the duty of every person occupying or having control of the occupancy of any residential premises located on a regularly established solid waste collection route to notify the municipal utility service department at the beginning of such occupancy and request, accept and use the city's solid waste pick-up and collection service, whether performed by a private licensed solid waste collector or by the city through its employees and agents, and by such request and/or accepted use, the applicant shall grant such collector or city a license to come upon the premises for the purpose of removal of solid waste; provided that failure of any owner, rental agent or occupant of such premises to make such request shall not prevent nor in any way impair or impede the city from adding the address of such premises to the municipal solid waste collection records and providing such service and otherwise enforcing, by appropriate action, the regulatory measures herein prescribed and causing the fee or charge therefor to be paid. Such charges may become a lien upon the property upon the city clerk filing a certified statement of same with the county clerk's office and may be enforced as other liens.

9-3-5: RECYCLING MANDATORY

It shall be mandatory for all owners, tenants, or occupants of residential premises to separate recyclable solid waste from all other solid waste. Recyclable solid waste shall be deposited separately and apart from other solid waste generated by such persons and shall be placed separately at the curb in a manner and on such days and times as may be established herein, by regulations promulgated by the city manager or his designee or by contract.

9-3-6: ACCUMULATION OF SOLID WASTE PROHIBITED; USE OF CONTAINERS REQUIRED:

- A. It is unlawful for any owner, occupant or other person in charge of any lot, tract of ground or other premises in the city to allow any solid waste to accumulate thereon; or to permit water or other substances susceptible to putrefaction, whether animal, fruit or vegetable or other organic material, to so accumulate as to cause an offensive odor to be emitted therefrom or to cause a condition dangerous to the health of any person.
- B. No person shall deposit or place any solid waste in any alley, street or other public place within the city, nor shall any person deposit or place such substances upon private property, whether owned by such person or not, within the limits of the city, unless the same shall be enclosed in a suitable container.

9-3-7: CONTAINER REQUIREMENTS:

A. Specifications and Number:

- 1. The standard solid waste container required by this chapter, whether for disposable or recyclable solid waste, shall be a receptacle of not more than ninety-five (95) gallons in capacity, capable of holding impervious material and of sturdy construction, with a tightly fitting cover, equipped with at least two (2) handles properly spaced to facilitate handling, unless otherwise provided by the city or the contractor, if services are contracted.
- 2. If one container is not sufficient to hold the quantity of solid waste accumulated between collections, enough additional containers shall be provided by the city at a cost to be determined by the city manager or his designee.
- 3. Additional solid waste removal service is available for those customers who are participating in basic solid waste removal service. Such additional solid waste removal service shall provide that each customer, in addition to the poly cart service for disposable and recyclable solid waste, shall be entitled to simultaneous pick-up of up to three (3) additional bags. More than three (3) additional bags must be obtained at the customer's cost from the city or the contractor, if services are contracted. The basic solid waste disposal and recycling fee shall be increased for the additional service by an

amount established by the city manager or his designee or the contractor, if services are contracted.

B. Location of Containers:

1. Disposable and recyclable solid waste containers shall be located consistently at a single place on each premises, which place shall be easily accessible to the street or alley from which the collections are made. All containers not accessible from an alley and that have to be reached from the street must be set back at least twenty-five feet (25') from the curb except on days of collection. Containers located inside of buildings must be accessible to collectors. The city reserves the right to refuse to collect solid waste containers which are not easily accessible and do not meet the requirements of this chapter.
2. Disposable and recyclable solid waste containers shall not be located directly under downspouts or eaves, or any other location susceptible to deluge by water.

9-3-8: FREQUENCY OF COLLECTIONS; RATES AND CHARGES:

- A. Collection Frequency: Disposable and recyclable solid waste shall be collected from each residence at least once each calendar week. When scheduled pick-up falls on a holiday, containers will be picked up on the next regularly scheduled pick-up day.
- B. Rates and Charges: Rates and charges for residential collection services shall be as established by the city manager or his designee, or by contract, and shall be published in the city's master fee schedule.

9-3-9: NUISANCE DECLARED:

Fermenting, putrefying or odoriferous garbage in containers uncollected or dumped in the open due to failure to provide adequate containers or pay the collection service fee as provided herein, or to improper placement or maintenance of containers, shall be declared a nuisance subject to enforcement as set forth in title 6 of this code and section 9-3-10 of this chapter.

9-3-10: VIOLATIONS; PENALTY:

- A. Any person, firm or corporation who violates any provision of this chapter by doing any act prohibited or declared to be unlawful thereby or declared to be a nuisance, an offense or misdemeanor thereby, or who fails to do any act required by any such provisions, or who fails to do any act when any such provision declares such failure to be unlawful or to be an offense or misdemeanor, or who violates or fails or refuses to carry out any lawful order of the city made pursuant to provisions of this chapter shall, upon conviction, be guilty of an offense punishable as provided in section 1-4-1 of this code and as set forth in the

municipal bond schedule adopted by the governing body as provided in section 1-11-19 of this code. Each day upon which a violation continues shall be deemed a separate offense.

- B. No penalty imposed by and pursuant to subsection A of this section shall interfere with the right of the city also to apply to the proper courts of the state for an injunction, writ of mandamus or other appropriate action against such person or entity in violation of this chapter.

§ 2. That all ordinances or parts of ordinances or resolutions in conflict with this Ordinance shall be and hereby are repealed and of no effect from the date of adoption of this Ordinance.

PASSED AND APPROVED by the City Council of the City of Glenpool this 15th day of May 2017.



Timothy Lee Fox, Mayor

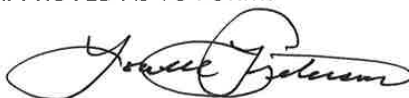
ATTEST:



Susan White, City Clerk



APPROVED AS TO FORM:



Lowell Peterson, City Attorney



To: To: HONORABLE MAYOR AND CITY COUNCIL/GUSA BOARD OF TRUSTEES
From: Julie Casteen, Finance Director
Date: May 26, 2017
Subject: Annual Renewal of Revenue Bond Security Agreements, Regarding Bonds Issued December 2010 and January 2011

Background:

In connection with the Series 2010 A, Series 2010 B and Series 2011 Utility System Revenue Bonds issued by GUSA as of December 1, 2010, and January 1, 2011, respectively, the City and GUSA entered into certain Security Agreements whereby the City secures to bondholders payment of the debt service on such bonds by agreeing to deposit in its general fund each month, as received from the Oklahoma Tax Commission, proceeds derived from sales tax to be paid by the City to GUSA to be used by GUSA for the funding of debt service on the projects for which the foregoing revenue bonds were issued.

Based on Oklahoma law regarding the encumbrance of annual revenues, these Security Agreements must be renewed for successive annual periods commencing July 1, 2011. This was accomplished by adoption by the Council of an identical resolution on July 16, 2012; July 15, 2013; July 7, 2014; July 20, 2015; and July 3, 2016. Notice of the renewal must be provided to the Bond Trustee, not later than July 31 of each year.

Staff Recommendation:

For all the foregoing reasons and benefits, staff recommends that the City and GUSA adopt the attached Resolutions renewing the Security Agreements for FY 2017-2018.

Attachment:

1. Proposed Joint Resolution No. 17005, 2010 Bonds
2. Proposed Joint Resolution No. 17006, 2011 Bonds
3. 2010 Security Agreement
4. 2011 Security Agreement

RESOLUTION NO. 17005 OF THE CITY OF GLENPOOL

**RESOLUTION AUTHORIZING THE CITY OF GLENPOOL TO RENEW
THAT CERTAIN SECURITY AGREEMENT BY AND BETWEEN THE
CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES
AUTHORITY WITH RESPECT TO THE ISSUANCE OF UTILITY SYSTEM
REVENUE BONDS, TAX EXEMPT REFUNDING SERIES 2010 A AND
TAXABLE REFUNDING SERIES 2010 B, DATED AS OF DECEMBER 1,
2010**

WHEREAS, the Glenpool Utility Services Authority (the "Authority") issued certain tax-exempt and taxable Utility Service Revenue Bonds dated as of December 1, 2010, in Series 2010 A and Series 2010 B, respectively, in order to fund a project that consisted of the acquisition, construction, furnishing and equipping of certain capital improvements to the Authority's Utility Systems and certain other capital improvements for the benefit of the City of Glenpool, Oklahoma, the Authority's beneficiary; and

WHEREAS, in order to better secure the payment of the Bonds, the City and the Authority entered into a Security Agreement whereby City tax revenues were pledged to debt service on the foregoing Bonds; and

WHEREAS, all things required to have been done to make the Security Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

BE IT THEREFORE RESOLVED by the City Council for the City of Glenpool, Oklahoma:

§ 1. The City Council shall and hereby does exercise the option provided by Section 4 of the foregoing Security Agreement to renew such Agreement for the fiscal year period commencing July 1, 2017 and concluding June 30, 2018. Notice of such renewal shall be provided to the Authority Board of Trustees and the Bond Trustee, not later than July 31, 2017.

PASSED AND APPROVED by the City Council of the City of Glenpool this 5th day of June 2017.

Timothy Lee Fox, Mayor

ATTEST:

[MUNICIPAL SEAL]

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

RESOLUTION NO. 17006 OF THE CITY OF GLENPOOL

**RESOLUTION AUTHORIZING THE CITY OF GLENPOOL TO RENEW
THAT CERTAIN SECURITY AGREEMENT BY AND BETWEEN THE
CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES
AUTHORITY WITH RESPECT TO THE ISSUANCE OF UTILITY SYSTEM
REVENUE BONDS, TAX EXEMPT REFUNDING SERIES 2011, DATED
AS OF JANUARY 1, 2011**

WHEREAS, the Glenpool Utility Services Authority (the "Authority") issued certain tax-exempt Utility Service Revenue Bonds dated as of January 1, 2011, in Series 2011, in order to fund a project that consisted of the acquisition, construction, furnishing and equipping of certain capital improvements to the Authority's Utility Systems and certain other capital improvements for the benefit of the City of Glenpool, Oklahoma, the Authority's beneficiary; and

WHEREAS, in order to better secure the payment of the Bonds, the City and the Authority entered into a Security Agreement whereby City tax revenues were pledged to debt service on the foregoing Bonds; and

WHEREAS, all things required to have been done to make the Security Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

BE IT THEREFORE RESOLVED by the City Council for the City of Glenpool, Oklahoma:

§ 1. The City Council shall and hereby does exercise the option provided by Section 4 of the foregoing Security Agreement to renew such Agreement for the fiscal year period commencing July 1, 2017 and concluding June 30, 2018. Notice of such renewal shall be provided to the Authority Board of Trustees and the Bond Trustee, not later than July 31, 2017.

PASSED AND APPROVED by the City Council of the City of Glenpool this 5th day of June 2017.

Timothy Lee Fox, Mayor

ATTEST:

[MUNICIPAL SEAL]

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of the 1st day of December 2010, by and between **THE GLENPOOL UTILITY SERVICES AUTHORITY** (the "Authority") and the **CITY OF GLENPOOL, OKLAHOMA** (the "City").

WITNESSETH:

WHEREAS, The Authority has been created by a Declaration of Trust, dated as of June 12, 1967, as amended, designating the members of the governing body of the City as Trustees of the Authority for the use and benefit of the City under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2001, Sections 176 to 180.3, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City and the Authority did enter into a Lease effective as of January 24, 1973 pursuant to which the City did lease to the Authority its presently existing and after acquired revenue producing utility systems (hereinafter collectively called the "System") for an extended term of fifty (50) years commencing November 1, 2010 to and including November 1, 2060; and

WHEREAS, the City did adopt Ordinance No. 40, dated February 7, 1972, which was approved by the qualified electors of the City at an election held July 31, 1973 levying and assessing a two percent (2%) sales tax to be used for the purpose of the support of the functions of the municipal government of the City. In addition the City did adopt Ordinance No. 176, dated August 24, 1982, which was approved by the qualified electors of the City at an election held October 5, 1982, levying and assessing an additional one percent (1%) sales tax to be used for the purpose of paying the principal and interest requirements on General Obligation Bonds of the City with the surplus to be retained in the General Fund of the City to be used for any lawful purpose, and the City did adopt Ordinance No. 457, dated January 2, 2001, which was approved by the qualified electors of the City at an election held March 6, 2001, levying and assessing an additional one percent (1%) sales tax to be used for the purpose of acquiring, constructing, equipping, operating and /or maintaining capital improvements and/or to be applied or pledged toward the payment of principal and interest on any legal indebtedness, including refunding indebtedness, incurred by or on behalf of the City for such purpose (collectively referred to as the "Sales Tax"); and

WHEREAS, the Authority has determined upon a project relating to funding the costs of acquisition, construction, furnishing and equipping certain capital improvements to the Authority's Utility Systems and certain other capital improvements for the benefit of the City of Glenpool, Oklahoma, the Authority's beneficiary and for paying the costs of refunding all of the outstanding indebtedness evidenced by the Prior Bonds and to fund a Sinking Fund Reserve Fund and to pay the costs of issuance of such bonds (the "Project"); and

WHEREAS, in order to pay the costs of the Project, the Authority intends to issue its \$29,575,000.00 The Glenpool Utility Services Authority Utility System Revenue Bonds, Tax Exempt Refunding Series 2010A and its \$2,740,000.00 The Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2010B (the "Bonds"); and

WHEREAS, in order to better secure the payment of the Bonds it is necessary that this Security Agreement be entered into; and

WHEREAS, all things required to have been done to make this Security Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS EXPRESSED HEREIN AND THE ISSUANCE OF THE BONDS BY THE AUTHORITY AND OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES HERETO, THE CITY AND THE AUTHORITY AGREE AS FOLLOWS:

SECTION 1. The Authority shall issue the Bonds and use the net proceeds from the sale thereof to fund the Project, as more fully set out in the Bond Indenture, dated as of December 1, 2010 (the "Indenture"), by and between the Authority and Bank of Oklahoma, N.A., (the "Trustee").

SECTION 2. In consideration of the issuance of the Bonds and implementation of the Project by the Authority, the City shall deposit in its General Fund each month as received, proceeds derived from the Sales Tax as received from the Oklahoma Tax Commission, and pursuant to an annual appropriation as required pursuant to applicable laws, all of the proceeds of the Sales Tax shall be paid by the City to the Authority to be used by the Authority for the purposes for which the Authority was created, which purposes it is hereby acknowledged are consistent with the authorized and proper use of such Sales Tax revenues.

SECTION 3. The Authority agrees that all proceeds of the Sales Tax received by it shall be utilized exclusively for the purposes set out in Section 2 of this Agreement and for no other purposes.

SECTION 4. This Agreement shall be for a term commencing on the date hereof and ending on June 30, 2011. This Agreement may be renewed for successive annual periods commencing July 1, 2011, at the option of the City, upon written notice of the exercise of each such option from the City to the Authority given prior to the expiration of the then current term and the taking by the City of such official action as shall be required by applicable laws to effect such renewal and annual appropriation described in Section 2 hereof. Notice of such renewal shall be provided to the Trustee, not later than July 31 of each year.

SECTION 5. It is understood and agreed that this Security Agreement is a third party beneficiary contract for the benefit of the holders of the Bonds and may be pledged and assigned by the Authority as security for the Bonds.

IN WITNESS WHEREOF, the Authority has caused this Security Agreement to be signed by its Chairman, attested by its Secretary and has caused the seal of the Authority to be impressed hereon, and the City has caused this Security Agreement to be signed by its Mayor, attested by its City Clerk and has caused the seal of the City to be impressed hereon all as of the date first above written.

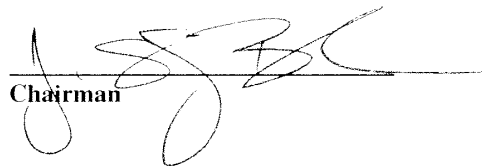
**THE GLENPOOL UTILITY SERVICES
AUTHORITY**

ATTEST:


Secretary

(SEAL)




Chairman

CITY OF GLENPOOL, OKLAHOMA

ATTEST:


City Clerk


Mayor

(SEAL)



SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of the 1st day of January 2011, by and between **THE GLENPOOL UTILITY SERVICES AUTHORITY** (the "Authority") and the **CITY OF GLENPOOL, OKLAHOMA** (the "City").

W I T N E S S E T H :

WHEREAS, The Authority has been created by a Declaration of Trust, dated as of June 12, 1967, as amended, designating the members of the governing body of the City as Trustees of the Authority for the use and benefit of the City under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2001, Sections 176 to 180.3, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City and the Authority did enter into a Lease effective as of January 24, 1973 pursuant to which the City did lease to the Authority its presently existing and after acquired revenue producing utility systems (hereinafter collectively called the "System") for an extended term of fifty (50) years commencing November 1, 2010 to and including November 1, 2060; and

WHEREAS, the City did adopt Ordinance No. 40, dated February 7, 1972, which was approved by the qualified electors of the City at an election held July 31, 1973 levying and assessing a two percent (2%) sales tax to be used for the purpose of the support of the functions of the municipal government of the City. In addition the City did adopt Ordinance No. 176, dated August 24, 1982, which was approved by the qualified electors of the City at an election held October 5, 1982, levying and assessing an additional one percent (1%) sales tax to be used for the purpose of paying the principal and interest requirements on General Obligation Bonds of the City with the surplus to be retained in the General Fund of the City to be used for any lawful purpose, and the City did adopt Ordinance No. 457, dated January 2, 2001, which was approved by the qualified electors of the City at an election held March 6, 2001, levying and assessing an additional one percent (1%) sales tax to be used for the purpose of acquiring, constructing, equipping, operating and /or maintaining capital improvements and/or to be applied or pledged toward the payment of principal and interest on any legal indebtedness, including refunding indebtedness, incurred by or on behalf of the City for such purpose (collectively referred to as the "Sales Tax"); and

WHEREAS, the Authority has determined upon a project relating to funding the costs of acquisition, construction, furnishing and equipping certain capital improvements to the Authority's Utility Systems and certain other capital improvements for the benefit of the City of Glenpool, Oklahoma, the Authority's beneficiary and for paying the costs of refunding all of the outstanding indebtedness evidenced by the Prior Bonds and to fund a Sinking Fund Reserve Fund and to pay the costs of issuance of such bonds (the "Project"); and

WHEREAS, in order to pay the costs of the Project, the Authority intends to issue its \$7,315,000.00 The Glenpool Utility Services Authority Utility System Revenue Bonds, Tax Exempt Refunding Series 2011 (the "Bonds"); and

WHEREAS, in order to better secure the payment of the Bonds it is necessary that this Security Agreement be entered into; and

WHEREAS, all things required to have been done to make this Security Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS EXPRESSED HEREIN AND THE ISSUANCE OF THE BONDS BY THE AUTHORITY AND OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES HERETO, THE CITY AND THE AUTHORITY AGREE AS FOLLOWS:

SECTION 1. The Authority shall issue the Bonds and use the net proceeds from the sale thereof to fund the Project, as more fully set out in the Bond Indenture, dated as of December 1, 2010 as amended by the First Supplemental Bond Indenture, dated as of January 1, 2011, (collectively the "Indenture"), by and between the Authority and BOKF, N.A., d/b/a Bank of Oklahoma, formerly Bank of Oklahoma, N.A., (the "Trustee").

SECTION 2. In consideration of the issuance of the Bonds and implementation of the Project by the Authority, the City shall deposit in its General Fund each month as received, proceeds derived from the Sales Tax as received from the Oklahoma Tax Commission, and pursuant to an annual appropriation as required pursuant to applicable laws, all of the proceeds of the Sales Tax shall be paid by the City to the Authority to be used by the Authority for the purposes for which the Authority was created, which purposes it is hereby acknowledged are consistent with the authorized and proper use of such Sales Tax revenues.

SECTION 3. The Authority agrees that all proceeds of the Sales Tax received by it shall be utilized exclusively for the purposes set out in Section 2 of this Agreement and for no other purposes.

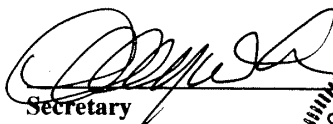
SECTION 4. This Agreement shall be for a term commencing on the date hereof and ending on June 30, 2011. This Agreement may be renewed for successive annual periods commencing July 1, 2011, at the option of the City, upon written notice of the exercise of each such option from the City to the Authority given prior to the expiration of the then current term and the taking by the City of such official action as shall be required by applicable laws to effect such renewal and annual appropriation described in Section 2 hereof. Notice of such renewal shall be provided to the Trustee, not later than July 31 of each year.

SECTION 5. It is understood and agreed that this Security Agreement is a third party beneficiary contract for the benefit of the holders of the Bonds and may be pledged and assigned by the Authority as security for the Bonds.

IN WITNESS WHEREOF, the Authority has caused this Security Agreement to be signed by its Chairman, attested by its Secretary and has caused the seal of the Authority to be impressed hereon, and the City has caused this Security Agreement to be signed by its Mayor, attested by its City Clerk and has caused the seal of the City to be impressed hereon all as of the date first above written.

**THE GLENPOOL UTILITY SERVICES
AUTHORITY**

ATTEST:


Secretary

(SEAL)

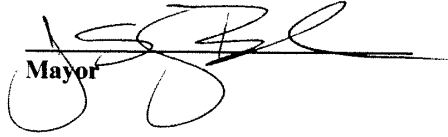



Chairman

CITY OF GLENPOOL, OKLAHOMA

ATTEST:


City Clerk


Mayor

(SEAL)

