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 August 3, 2020, 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 - Rob Werley**

1) GUSA PW report July 2020 — 2 - 3

D) **Scheduled Business**

1) Discussion and possible action to approve minutes from July 6, 2020 meeting. (Wendy Knight, Secretary) — 4 - 6
GUSA - 06 Jul 2020 - Minutes - Html

2) Discussion and possible action to approve a proposal from Utility Supply Company for the purchase and installation of fire hydrant replacement equipment for a total cost not to exceed $28,737.24, to be funded from the approved FY 2020/2021 Annual Budget under Item No. 02-6-16-6273: Repair and Maintenance, and authorization be given the City Manager to execute the same. — 7 - 10
(Lynn Burrow, Community Development Director)
Fire Hydrant Replacement (1)

3) Discusssion and possible action to approve a proposal from JWC Environmental for the purchase and installation of replacement equipment for the Glenpool wastewater treatment facility for a total cost not to exceed $33,380.29, to be funded from the approved FY 2020/2021 Annual Budget under Item No. 02-6-16-6278: Sewer Improvements and authorization be given to the City Manager to execute the same. — 11 - 16
(Lynn Burrow, Community Development Director)
Treatment Plant Repair (2)

4) Discussion and possible action to approve the invoices for GUSA's annual discharge permits from ODEQ in the total amount of $9,476.14, to be paid from the approved FY 2020/2021 Annual Budget under Item No. 02-6-16-6235: Permit Fees. — 17 - 20
(Lynn Burrow, Community Development Director)
ODEQ Pertmit Fee Approval

E) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on July 31, 2020, by 4:00 pm.
Signed: Wendy Knight
Secretary

3 August 2020

To: Honorable Chairman and Trustee's, Glenpool Utility Service Authority

From: Rob Werley, Public Works Director

RE: July 2020 Public Works Operations Report

The following information is a summary of the work that is in progress or has been completed by Public Works crews for the month of July:

Wastewater:

- After hour callout at Eden South lift station due to power outage caused by storm; set up bypass pump to prevent overflow in case power was off for a significant length of time
- Met with equipment rep for auger to trouble shoot system to get repair parts

Water:

- Meter reading started on 1 July and was completed by the 3rd of July to include 18 re-reads
- 120 customers were cutoff for non-payment
- 3 blue tags were sent out for non-sufficient funds
- 206 service orders were completed for the Utility Billing Department
- Monthly bac-t samples were taken, all samples passed
- Two new residential taps made, service lines run, meter and meter boxes set
- 214 locates were completed
- Repaired two hydrants, one at Faith Church and one in Brookover Center. Both had new break away kits installed
- 2019 CCR notification certificate was sent to the DEQ

Parks:

- Daily check of parks, pick up trash and empty trash cans
- Mow, weed eat at City Parks
- Service and clean mowers and weed eaters
- Made repairs to plywood siding at Morris Park concession stand
- Trimmed trees, removed fallen branches from weekend storm at Black and Gold Park
- Trimmed trees, removed fallen branches from weekend storm at Morris Park

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

Streets:

- Mow, weed eat City right of ways
- Service and clean mowers and weed eaters
- Repaired walkway on Warrior Rd & 143rd
- Repaired washed out area at culvert on Warrior Rd & 143rd, placed down rip rap, sac crete and sod
- Installed two “Stop Ahead” signs on Casper, north and sound bound lanes, at the intersection with Broadway

Water and Wastewater operators attended recertification course for their license renewal
Public Works Director met with Blue Thumb Initiative volunteer coordinator at Morris Park

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

MINUTES
GUSA Meeting
Monday, July 6, 2020 Council Chambers 6:00 PM

TRUSTEES PRESENT: Tim Fox
Momodou Ceesay
Joyce Calvert
Jacqueline Triplett-Lund

TRUSTEES ABSENT: Brandon Kearns

STAFF PRESENT: David Tillotson
Susan White
Lowell Peterson
Wendy Knight
John Gonsalves
Lynn Burrow
Jim Martin
Rob Werley

A) Call to Order - Timothy Lee Fox, Chairman
Chairman Fox called the meeting to order at 8:05 p.m.

B) Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Timothy Lee Fox, Chairman
Wendy Knight called the roll, Chairman Fox declared a quorum present.

C) Public Works Director Report - Rob Werley

GUSA PW report June 2020

D) Scheduled Business

1) Discussion and possible action to approve minutes from June, 1, 2020, and June 15, 2020 meetings.
(Wendy Knight, Secretary)

Moved by Jacqueline Triplett-Lund, seconded by Momodou Ceesay

To approve the minutes as presented.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Joyce Calvert	x			
Jacqueline Triplett-Lund	x			
Brandon Kearns				x
	4	0	0	1

CARRIED.

GUSA - 01 Jun 2020 - Minutes - Html
GUSA - 15 Jun 2020 - Minutes - Html

2) Discussion and possible action to approve Budget Amendment GUSA-1 for FY19-20.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Board approval of Budget Amendment GUSA-1 for FY19-20. The budget amendment is needed to cover the costs associated with the Board's approval of the Professional Services Agreement with Tetra Tech, Inc. for $236,700.00. This agreement was approved previously to cover engineering work associated with the DEQ Consent Order on the sewer lagoon. This amendment increases the revenue account (Transfer from Fund Balance) and the expense account (Engineering Fees) by the amount of the contract.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

To approve Budget Amendment GUSA-1 for FY19-20.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Joyce Calvert	x			
Jacqueline Triplett-Lund	x			
Brandon Kearns				x
	4	0	0	1

CARRIED.

Staff Report - Budget Amendment.GUSA.FYE20
Budget Amendment GUSA1.FYE2020

3) Discussion and possible action to approve a quote for a sewer line

relocation from Bret Barnhart Excavating in the total amount of $27,050.00, to be funded from the FY 2020/2021 Annual Budget under Item No. 02 6-16-6278: Sewer Improvements, and to authorize the City Manager to execute the same.
(Lynn Burrow, Community Development Director)

Mr. Burrow presented and recommended Board approval of a quote for a sewer line relocation from Bret Barnhart Excavating in the total amount of $27,050.00. The proposed project addresses the need to relocate a section of an existing 8" ID sanitary sewer main located along the north boundary of Rolling Meadows Addition.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

To approve a quote for a sewer line relocation from Bret Barnhart Excavating in the total amount of $27,050.00, to be funded from the FY 2020/2021 Annual Budget under Item No. 02 6-16-6278: Sewer Improvements, and to authorize the City Manager to execute the same.

	For	**Against**	**Abstained**	**Absent**
Tim Fox	x			
Momodou Ceesay	x			
Joyce Calvert	x			
Jacqueline Triplett-Lund	x			
Brandon Kearns				x
	4	0	0	1

CARRIED.

GUSA Presentation 07 06 20 Rolling Meadows Sewer Relocation

E) Adjournment

Chairman Fox declared the meeting adjourned at 8:24 p.m.

City Of Glenpool
Creating Opportunity

MEMORANDUM

TO: TIM FOX - BOARD CHAIRMAN
GLENPOOL UTILITY SERVICES AUTHORITY

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: REVIEW AND APPROVAL: FIRE HYDRANT REPAIR SERVICES

DATE: AUGUST 3, 2020

BACKGROUND

This item is for Board review and approval regarding a proposal solicited and received from Utility Supply Company in Tulsa in the total amount of $28,737.24. As specified, the proposal covers the various equipment and parts necessary for the replacement of three existing fire hydrant assemblies located in Kendalwood Addition. The three hydrants involved with this replacement were originally installed in the early 1980's and therefore have been in service approximately thirty-five (35) years. It should be noted that all of the existing hydrants within the Kendalwood Additions were originally installed without mainline or branch line valving that is necessary to isolate defective hydrants without shutting off service to a significant number of residences in the vicinity of each hydrant. As noted in the proposal, the major cost involved with this replacement is due to the need for specialty type valves to be spliced into the existing branch lines servicing each defective hydrant. It should be noted that the installation of this type of isolation valve between the hydrant and the mainline is now the current standard method being used on all new installations within the City.

Staff Recommendation:

Staff has reviewed the attached proposal from Utility Supply Company and recommends Board approval for the purchase and installation of replacement equipment as specified for the total cost not to exceed $28,737.24. Staff also recommends authorization be given the City Manager to execute the proposal on behalf of the GUSA Board and to authorize funding from the approved FY 2020/2021 Annual Budget under Item No. 02-6-16-6273: Repair and Maintenance.

Attachments:

A. Proposal from Utility Supply Company

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

UTILITY SUPPLY COMPANY

19711 EAST 6th STREET in TULSA, OK 74108
PHONE (918) 266-0209
FAX (918) 266-0235

We are pleased to offer our quotation for the following project:

QUOTE # Q J720-10
JOB NAME: INSERTION VALVES & DRAINS
LOCATION: GLENPOOL, OKLAHOMA
ENGINEER:
BID DATE: 7/10/2020

The following terms and conditions apply:
This quotation is our interpretation of the drawings and specifications concerning this project. Utility Supply Company shall be held harmless for any additions, deletions, modifications, and/or misinterpretations of the drawings and/or specifications.

The prices quoted herein are based upon receipt of an order for all materials listed. Any additions, deletions, or modifications to this quotation, without consent, may require price changes. The prices are firm for your acceptance within 15 days from the bid date and all materials must be delivered within 60 days thereof, unless otherwise noted. Price escalation may occur after time limits have expired. All PVC pipe, poly pipe, and ductile iron pipe prices are based on full truckload shipments from manufacturer's location to the jobsite. Partial shipments may be subject to drop charges. Pipe shipped from our warehouse will be billed at standard stock prices.

PVC pipe prices are subject to the terms and conditions set by each manufacture. Utility Supply Company will attempt to provide the very best price and delivery for each job we quote. If orders are not received within the specified time frame, PVC pipe will be subject to price in effect at time of shipment.

A finance charge of 1-1/2% per month will be charged on accounts over 30 days past due. Payment terms are Net 10th Prox.

Utility Supply Company shall not be liable for any failure or delay in manufacturer, shipment or delivery of products resulting from any cause beyond our control.

If any material should prove defective, under no circumstances shall Utility Supply Company be responsible for any damages beyond the price of such material.

No charges for labor or expenses required to repair defective material, or occasioned by them shall be allowed. All material claimed to be defective shall be held subject to inspection by Utility Supply Company and the manufacturer of the product. If the material is deemed defective, the measure of damages shall be no greater than the price of the defective goods. There are no understandings, terms or conditions not fully expressed herein. There is no implied warranty or condition except an implied warranty of title to and freedom from encumbrance of the products sold hereunder, and in respect of products brought by description that they are merchantable quality. Utility Supply Company's liability hereunder shall be limited to the obligation to replace products proven to have failed to meet the specification or to have been defective in quality or workmanship at the time of delivery, or allow workmanship at the time of delivery, or allow credit therefore at its option. In no event shall Utility Supply Company be liable for consequential damages or for claims for labor. Claims for shortages and defects must be presented in writing within 30 days or will not be allowed.

No Employee is authorized to bind the company by representations or warranties of any kind whatsoever.

All accounts are payable to Utility Supply Company, 19711 East 6th Street, Tulsa, OK 74108

All orders are subject to approval of credit department as to terms, etc. All material is F.O.B. shipping point. See quote for freight terms.

UTILITY SUPPLY COMPANY

19711 EAST 6th STREET in TULSA, OK 74108
PHONE (918) 266-0209
FAX (918) 266-0235
QUOTE # Q J720-10
INSERTION VALVES & DRAINS
GLENPOOL, OK 7/10/2020

ITEM QTY UM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3 EA	6" VALVE INSERTION ON 6" SDR-26 PVC PIPE 150 PSI OR LESS. PRICE IS BASED ON PIPELINE EXCAVATED, CLEANED, & READY FOR INSTALLATION OF INSERT VALVE	$7,950.00	$23,850.00
3 EA	5-1/4" B84-B 3-WAY 4'0" BURY FH W/6" MJ SHOE L/A(	$1,550.00	$4,650.00
3 EA	6" PVC STARGRIP W/ACC	$34.08	$102.24
3 EA	2436 VALVE BOX	$45.00	$135.00
	QUOTE SUBTOTAL		$28,737.24

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MEMORANDUM

TO: TIM FOX - BOARD CHAIRMAN
GLENPOOL UTILITY SERVICES AUTHORITY

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: REVIEW AND APPROVAL: EQUIPMENT REPAIR SERVICES
GLENPOOL WASTEWATER TREATMENT FACILITY

DATE: AUGUST 3, 2020

BACKGROUND

This item is for Board review and approval regarding needed equipment repair services pertaining to the influent auger and suspended trash removal system at the wastewater treatment plant. The attached proposal solicited and received from JWC Environmental in the total amount of $33,380.29 details the various pieces of equipment needed to replace most of the assembly that removes solid waste from the raw sewage influent entering the treatment plant. This equipment was originally installed approximately ten (10) years ago as part of the overall plant upgrade project. Since that time, based on an average daily intake of approximately 750,000 gallons, an estimated 3.75 billion gallons of fluid has been received and processed through this assembly. With even an average amount of solids and grit, the various parts exposed to this type of environment over the ten-year operation period, it has likely exceeded the normal service life to be expected.

Staff Recommendation:

Staff has reviewed the attached proposal from JWC Environmental and recommends Board approval for the purchase and installation of replacement equipment as specified for the total cost not to exceed $33,380.29. Staff also recommends authorization be given the City Manager to execute the proposal on behalf of the GUSA Board and to authorize the corresponding funding from the approved FY 2020/2021 Annual Budget under Item No. 02-6-16-6278: Sewer Improvements.

Attachments:

A. Proposal from JWC Environmental

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

JWC Environmental®

Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Customer: 5032595
.
Glenpool, City of
12205 S Yukon Ave
Glenpool, OK 74033-6635
US

918-322-5409

Quote Number: **55807**
Quote Date: **07/10/2020**
Terms: **NET 30 DAYS**
Pricing: **Valid 60 Days**
FOB: **Origin**
Lead Time: **6-8 Weeks ARO**
Grinder Serial #: **108848-1-1**

Project: Glenpool WWTP

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price
AMA0740-0480-4035-2500-MC	ROTOR, ASSY 4000-480 35DG 2500L MC	1	$26,095.60	$26,095.60
AMA0010-0437	2HP TEXP 230/460-190/380V 145TC 1.15SF	1	$1,645.60	$1,645.60
AMA0011-0005	GEARBOX ASSY, 160:1 H/I 145TC	1	$4,570.54	$4,570.54
AMC0109-4035-480-06-SS	SCREEN, SEGMENT 6MM PRF 35DG XE SS	1	$12,353.85	$12,353.85
TARIFF	Tariff Surcharge	1	$1,214.15	$1,214.15
RL	Service Tech Labor One Day Lifting to be provided by customer	1	$1,500.00	$1,500.00

Please verify serial number is correct.

Sub Total	~~$47,379.74~~
Tax	
Total	~~$47,379.74~~ $33,380.29

Notes:
1. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following: Bill to Address, Ship to Address, tax exemption certificate.
2. Please reference our quote number on your hard copy PO.
3. Availability of parts are subject to change at any time.
4. 20% restocking fee on all returns.
5. Tax is not included in price.

Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

6. Please make note on your PO that Shipping and Handling will be added to the invoice.
7. Call or e-mail with any questions or concerns.
8. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.

Thank-You for your Business!

JWC Environmental Inc
Erik Martinez
Customer Service

Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Please provide the following information. Failure to do so may delay processing of order. **Quote #: 55807**

Bill To Name & Address:

____
____
____
____

Ship To Name & Address:

____
____
____
____

Email Address: ____________________________

PO# ____________________________

Payment terms: Net 30 **FOB: Origin**

Preferred Shipping Method (Required to Process Your Order):

__ **Prepay & Add to Invoice**

__ **Collect** **Account #:** ________________ **Carrier:** __________________________

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Credit cards:
__ **I authorize JWCE to process this order on my credit card and add shipping and handling charges.**
Credit card orders are processed after order ships. You will be contacted by JWC Accounting for payment.

Please fax or email your PO and most recent tax certificate to:
Fax (714) 549-4007
Email servicesales@jwce.com

Signature: __________________________ **Date:** ________________

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Toll Free: 800 331-2277
Fax: 714 549-4007

JWC ENVIRONMENTAL
TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTAIL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty"

Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HEREWITH CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107

City Of Glenpool — Creating Opportunity

MEMORANDUM

TO: TIM FOX - BOARD CHAIRMAN
GLENPOOL UTILITY SERVICES AUTHORITY

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: REVIEW AND APPROVAL – 2020/2021 ANNUAL DISCHARGE PERMIT FEES: OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

DATE: AUGUST 3, 2020

BACKGROUND

This item is for Board review and approval regarding several invoices received from ODEQ regarding three separate Annual Discharge Permit fees as detailed in the attached documentation. These invoices cover:

- The Annual Non-Industrial Discharge Permit for the Glenpool Wastewater Treatment Facility.
- The Annual Public Water Supply Permit.
- The Annual Industrial Storm Water OKRO5 Permit.

in the total amount of $9,476.14 per the attached invoice documentation.

Staff Recommendation:

Staff has reviewed the attached invoices for the various listed annual discharge permits for comparison to those covering the previous fiscal year and recommends Board approval of the invoiced amounts and issue authorization to pay these fees from the approved FY 2020/2021 Annual Budget under Item No. 02-6-16-6235: Permit Fees

Attachments:

A. Invoice Documents: Oklahoma Department of Environmental Quality

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

OKLAHOMA
DEPARTMENT OF ENVIRONMENTAL QUALITY
Water Quality Division

Mailing Address:
Department of Environmental Quality
Administrative Services - Accounts Receivable
P O Box 2036
Oklahoma City, OK 73101

DEQ's FEI # 73-6017987

INVOICE

NON-INDUSTRIAL DISCHARGE PERMITS

Account:
GLENPOOL UTILITY SERVICE AUTHORITY
ACCOUNTS PAYABLE
12205 S YUKON AVE
GLENPOOL, OK 74033

Address Changes: ARHelpDesk@deq.ok.gov

Invoice:	20161760272
Invoice Date:	6/17/2020
Due Date:	8/17/2020
Purchase Order No.:	

Note: Authorized Fees: General Systems_Chapter 252: 606-3-4(d)2
Discharge Systems_Chapter 252: 606; Appendix B
Water Reuse _Chapter 252:627-1-7
Permit Questions/Fee Calculations: Paul Parks 405-702-8100
Accounts Receivable Questions: 405-702-1130

Charge ID	Description	Quantity	Unit	Price	Extended
	Permit: Annual Non-Industrial Discharge Permit Facility S20430; Permit Type: Discharge; NPDES OK0027138; Permit Period 7/1/2019 - 6/30/2020 Project Name: Glenpool WWT	1	EA	$8,669.71	$8,669.71

Facility Designation Points	120
Wastewater Flow Points	3.3376667
Complexity Points	20
Traditional Pollutant Points	10
Outfall Points	
Total Discharge Points	153.3376667
Rate Per Discharge Point	$56.54
Discharge Fee	**$8,669.71**
Pretreatment Points	
Rate Per Pretreatment Point	
Pretreatment Fee	
Wastewater Reuse Fee	
Total Discharge Fee	**$8,669.71**

General Permit Fee
General Outfall Permit Fee

Fee Adjustments	
Less Payments Received	
Plus Returned Checks	
Plus Refunds	
PAY THIS AMOUNT	**$8,669.71**

DETACH HERE

KEEP

Invoice: 20161760272 Amount Due: **$8,669.71**
59037

Please Choose One Form of Payment **SEND**
NON-INDUSTRIAL DISCHARGE PERMITS **[55015]**

Account:
GLENPOOL UTILITY SERVICE AUTHORITY
12205 S YUKON AVE
GLENPOOL, OK 74033

Permit: OK0027138

- ☐ Check / Money Order Made Payable to DEQ
- ☐ Electronic Payment:* Date of Transfer________
  Chase; Routing #103000648 Account #10020052
  * If paying electronically, must notify DEQ Accounts Receivable at: ARHelpDesk@deq.ok.gov
- ☐ Purchase Order No.: ____________
- ☐ Visa or MasterCard: Exp (mm/yy)
  Pay by telephone: 405-702-1130
  Pay by fax: 405-702-7120

DEQ Use Only

Authorized Signature and Phone #

Card Number:

DEPARTMENT OF ENVIRONMENTAL QUALITY
ADMINISTRATIVE SERVICES - ACCOUNTS RECEIVABLE
P O BOX 2036
OKLAHOMA CITY, OK 73101

OKLAHOMA
DEPARTMENT OF ENVIRONMENTAL QUALITY
Water Quality Division

Mailing Address:
Department of Environmental Quality
Administrative Services - Accounts Receivable
P O Box 2036
Oklahoma City, OK 73101

DEQ's FEI # 73-6017987

INVOICE

PUBLIC WATER SUPPLY

Account: 0000017207
GLENPOOL WATER
ACCOUNT PAYABLE
12205 S. YUKON AVE.
GLENPOOL, OK 74033

Address Changes: ARHelpDesk@deq.ok.gov

Invoice: 20062190642
Invoice Date: 6/21/2020
Due Date: 8/20/2020
Purchase Order Number:

Note: Authorized Fees: Chapter 252: 631-3-21
Permit Questions/Fee Calculations: Sherri Tilley 405-702-8100
Accounts Receivable Questions: 405-702-1130

Charge ID	Description	Quantity	Unit	Price	Extended
100758	Service: Annual Public Water Supply PWS ID OK3007223; Site: GLENPOOL WATER, Tulsa County; Permit Period 7/1/2019 - 6/30/2020	1	EA	$458.72	$458.72

Serv. Conn.	2,667
Owner Type*	L
Population	12,500
Source	SWP
Type*	C
Insp. Service Cost	54.61
Fed. Prg. Req. Cost	404.11
Total Actual Cost*	**$458.72**

*State, Federal, Tribal, and NTNC Systems pay the actual cost.

Fee Adjustments	
Less Payments Received	
Plus Returned Checks	
Plus Refunds	
PAY THIS AMOUNT	**$458.72**

DETACH HERE

KEEP

Invoice: 20062190642 Amount Due: **$458.72**
59041

Please Choose One Form of Payment **SEND**
PUBLIC WATER SUPPLY **[55009]**

Account: 0000017207
GLENPOOL WATER
12205 S. YUKON AVE.
GLENPOOL, OK 74033

☐ Check / Money Order Made Payable to DEQ
☐ Electronic Payment:* Date of Transfer____________
Chase; Routing #103000648 Account #10020052
* If paying electronically, must notify DEQ Accounts Receivable at: ARHelpDesk@deq.ok.gov
☐ Purchase Order No.: ____________
☐ Visa or MasterCard: Exp (mm/yy)
Pay by telephone: 405-702-1130
Pay by fax: 405-702-7120
DEQ Use Only

PWS ID: OK3007223

DEPARTMENT OF ENVIRONMENTAL QUALITY
ADMINISTRATIVE SERVICES - ACCOUNTS RECEIVABLE
P O BOX 2036
OKLAHOMA CITY OK 73101

Authorized Signature and Phone #
Card Number:

OKLAHOMA
DEPARTMENT OF ENVIRONMENTAL QUALITY
Environmental Complaints and Local Services Division

Mailing Address:
Department of Environmental Quality
Administrative Services - Accounts Receivable
P O Box 2036
Oklahoma City, OK 73101

DEQ's FEI # 73-6017987

INVOICE

STORM WATER INDUSTRIAL

Account:

GLENPOOL UTILITY SERVICES AUTHORITY
JOHN STAIRES
12205 S YUKON AVE
GLENPOOL, OK 74033

Invoice: 20062890683
Invoice Date: 6/28/2020
Due Date: 8/12/2020
Purchase Order No.:

Address Changes: ARHelpDesk@deq.ok.gov

Note: Authorized Fees: Chapter 252: 606-3-4
Application and permit Questions:
Email: ECLS-StormwaterPermitting@deq.ok.gov or phone 405-702-6100
Accounts Receivable Questions: 405-702-1130

Charge ID	Description	Quantity	Unit	Price	Extended
100055	Permit: Industrial Storm Water Permit: OKR052631, 7/1/2020 - 6/30/2021 SITE: GLENPOOL WASTEWATER TREATMENT PLANT, 11 E 136TH PLACE, TULSA COUNTY	1	EA	$347.71	$347.71

Fee Adjustments	
Less Payments Received	
Plus Returned Checks	
Plus Refunds	
PAY THIS AMOUNT	**$347.71**

DETACH HERE

KEEP

Invoice: 20062890683 Amount Due: **$347.71**
59037

Account:
GLENPOOL UTILITY SERVICES AUTHORITY
JOHN STAIRES
12205 S YUKON AVE
GLENPOOL OK 74033

PERMIT # : OKR052631

DEPARTMENT OF ENVIRONMENTAL QUALITY
ADMINISTRATIVE SERVICES - ACCOUNTS RECEIVABLE
P O BOX 2036
OKLAHOMA CITY OK 73101

Please Choose One Form of Payment SEND
STORM WATER INDUSTRIAL **[55011]**

- ☐ Check / Money Order Made Payable to DEQ
- ☐ Electronic Payment:* Date of Transfer____________
  Chase; Routing #103000648 Account #10020052
  * If paying electronically, must notify DEQ Accounts Receivable at: ARHelpDesk@deq.ok.gov
- ☐ Purchase Order No.: ____________
- ☐ Visa or MasterCard Card:
  Pay by telephone: 405-702-1130
  Pay by fax: 405-702-7120
  Exp (mm/yy)

DEQ Use Only

Card Number ____________ / Authorized Signature and Phone #