

**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 5, 2019, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

AGENDA

	Page
A) Call to Order - Timothy Lee Fox, Chairman	
B) Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Timothy Lee Fox, Chairman	
C) Public Works Director Report - Wes Richter	
1) Public Works Report August 2019	3 - 4
D) Scheduled Business	
1) Discussion and possible action to approve minutes from July 1, 2019, and July 15, 2019 meetings. (Wendy Knight, Secretary) GUSA - 01 Jul 2019 - Minutes - Html GUSA - 15 Jul 2019 - Minutes - Html	5 - 9
2) Discussion and possible action to adopt a Resolution Authorizing the Issuance of Not to Exceed \$41,500,000.00 Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2019; Designating the Underwriter, Bond Counsel and Financial Advisor; Waiving Competitive Bidding on Said Bonds and Authorizing the Sale of the Bonds at a Discount; Authorizing a Bond Indenture, a Bond Purchase Agreement, Security Agreement and Such Other Documents and Agreements As May Be Necessary Or Required; And Containing Other Provisions Relating Thereto. (David Tillotson, City Manager); (John Weidman, Bond Counsel). Resolution No. 2019009 GUSA Authorizing Resolution 080519	10 - 12
3) Discussion and possible action to approve the Professional Services Proposal for the Coal Creek Watershed Sanitary Sewer Study, from Midwest Engineering Group, Inc. in the total amount of \$10,000.00 and authorize the City Manager to execute the agreement accordingly. Funding for this study is to be from the FY 2019/2020 Annual GUSA Budget under Item No. 2-6-17-6235. (Lynn Burrow, Community Development Director) GUSA Presentation 08 05 19 Coal Creek Sewer Study	13 - 17
4) Discussion and possible action to approve the annual M.E.T. Services Assessment in the total amount of \$21,114.00 and to authorize the City Manager to approve and authorize payment of semi-annual invoices for said services to be paid from Budget Item No. 02-6-19-6281. (Lynn Burrow, Community Development Director) GUSA Presentation 08 05 19 Annual MET Assessment	18 - 32
E) Adjournment	

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on August 2, 2019, by 4:00 pm.

Signed: Wendy Knight

Secretary



Public Works Director's Report

August 5th, 2019

To: Glenpool Utility Services Authority Board Members,

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

Waste Water Treatment Plant:

- Submitted Monthly Discharge Monitoring Report (DMR) to ODEQ. We had no excursions.
- Submitted the Quarterly Biomonitoring wet test results to ODEQ with no fails.
- Submitted our lab results for the EPA lab recertification study we're waiting to see if our results are in the required parameters.
- 4 sewer backups were reported 3 were on the customers side and 1 on the cities side.

Water Distribution:

- Meter reading started on July 1st and ended on July 3rd.
- Rereads for July were 64.
- 179 Service orders, 7 Blue tags were issued by the water billing department
- 8 leaks were repaired, 3 taps were set.
- 277 Line locates were issued by call okie which brings the total for 2019 to 1443.
- There were 124 turned off for nonpayment.

Parks and Streets:

- The crews mow an average of 200 acres each week which includes weed eating and edging sidewalks.
- Along with all the mowing the crews also help the water crews when needed.
- We replaced the culvert at 140th st and Dogwood which had collapsed.
- The crews weed eaten and removed the trees out of the ditch at 178th St both sides of the entrance into Eden South.
- They have filled in several pot holes.
- As well as completing day to day work orders.
- With the purchase of the new tractor the street right of ways and detention ponds are being finished in a more timely manner.
- The Street repair project is going as scheduled.

MINUTES
GUSA Meeting
Monday, July 1, 2019 Council Chambers 6:00 PM

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

TRUSTEES ABSENT: Brandon Kearns

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

- A) Call to Order - Timothy Lee Fox, Chairman**
Chairman Fox called the meeting to order at 6:54 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 - Wes Richter**
[Public Works Report July 2019](#)
- D) Scheduled Business**
- 1) Discussion and possible action to approve minutes from June 3, 2019, and June 17, 2019 meetings.
(Wendy Knight, Secretary)
- Moved by Momodou Ceesay, seconded by Joyce Calvert
- To approve the minutes as presented.*

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

CARRIED.

[GUSA - 03 Jun 2019 - Minutes - Html](#)

[GUSA - 17 Jun 2019 - Minutes - Html](#)

- 2) Discussion and possible action to approve the Agreed Upon Audit Procedures Engagement Letter for FY2019 with Elfrink and Associates, PLLC.
(Lowell Peterson, City Attorney)

Mr. Peterson recommended Board approval of the Agreed Upon Audit Procedures Engagement Letter for FY2019 with Elfrink and Associates, PLLC. This audit pertains to the Settlement Agreement that terminated the litigation between the City of Glenpool and the Glenpool Utility Services Authority (together "Glenpool") and Creek County Rural Water District #2 ("Creek-2") in May of 2015. The parties agreed to retain, annually, an independent auditor who will examine all pertinent records and accounts to determine whether the parties have met their respective reporting and payment obligations during the "Auditable Period" under review. The Auditable Period has been defined, to conform to the parties' fiscal years, as the 12-month period from July 1 - June 30 of each year of the Agreement.

Moved by Jacqueline Triplett-Lund, seconded by Momodou Ceesay

To approve the Agreed Upon Audit Procedures Engagement Letter for FY2019 with Elfrink and Associates, PLLC.

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

GUSA
July 1, 2019

CARRIED.

[Staff Memo - Elfrink Engagement Letter 061719](#)
[2019 - 2020 AUP Engagement Letter-final 061719](#)

E) Adjournment

Chairman Fox declared the meeting adjourned at 6:59 p.m.

MINUTES
GUSA Special Meeting
July 15, 2019 Council Chambers 6:00 PM

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

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

- A) Call to Order - Timothy Lee Fox, Chairman**
Chairman Fox called the meeting to order at 8:25 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) Scheduled Business**
- 1) Discussion and possible action to approve Change Order No. 4 for the Speedy's Liftstation Rehab Project, adjusting the base contract duration to thirty one (31) additional work days, or forty four (44) additional calendar days, and to authorize the City Manager to execute same on behalf of GUSA.
(Lynn Burrow, Community Development Director)
- Mr. Burrow presented and recommended Board approval of Change Order No. 4 for the Speedy's Liftstation Rehab Project, adjusting the base contract duration to thirty one (31) additional work days, or forty four (44) additional calendar days. The request for additional contract

days is due to the multitude of inclement weather conditions and storms experienced throughout the duration of the project. If approved, the additional duration will move the contractual Substantial Completion date to July 25th, 2019 and Final Completion for project acceptance and final payment to August 26, 2019.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

To approve Change Order No. 4 for the Speedy's Liftstation Rehab Project, adjusting the base contract duration to thirty one (31) additional work days, or forty four (44) additional calendar days, and to authorize the City Manager to execute same on behalf of GUSA.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			
Joyce Calvert	x			
	5	0	0	0

CARRIED.

[GUSA Presentation 07 15 19 Speedy's Liftstation Change Order No. 4](#)

D) Adjournment

Chairman Fox declared the meeting adjourned at 8:20 p.m.

RESOLUTION NO. 2019009

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$41,500,000.00 GLENPOOL UTILITY SERVICES AUTHORITY UTILITY SYSTEM REVENUE BONDS, TAXABLE REFUNDING SERIES 2019; DESIGNATING THE UNDERWRITER, BOND COUNSEL AND FINANCIAL ADVISOR; WAIVING COMPETITIVE BIDDING ON SAID BONDS AND AUTHORIZING THE SALE OF THE BONDS AT A DISCOUNT; AUTHORIZING A BOND INDENTURE, A BOND PURCHASE AGREEMENT, SECURITY AGREEMENT AND SUCH OTHER DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY OR REQUIRED; AND CONTAINING OTHER PROVISIONS RELATING THERETO

WHEREAS, the Authority was created by a Declaration of Trust dated June 12, 1967, (the "Trust Indenture"), for the use and benefit of the City of Glenpool, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2011, Section 176 to 180.3, inclusive, as amended and supplemented (the "Act") and other applicable statutes of the State of Oklahoma (the "State"); and

WHEREAS, the Authority has heretofore issued its Utility System Revenue Bonds, Tax Exempt Refunding Series 2010A, in the aggregate principal amount of \$29,575,000.00, dated December 1, 2010 of which \$27,375,000.00 is currently outstanding; Utility System Revenue Bonds, Taxable Refunding Series 2010B, in the aggregate principal amount of \$2,740,000.00, dated December 1, 2010 of which \$2,180,000.00 is currently outstanding; and Utility System Revenue Bonds, Tax Exempt Refunding Series 2011, in the aggregate principal amount of \$7,315,000.00, dated January 1, 2011 of which \$6,410,000.00 is currently outstanding; (herein collectively referred to as the "Prior Bonds"); and

WHEREAS, the Authority has determined that it would be economically advantageous at this time to issue its Utility System Revenue Bonds, Taxable Refunding Series 2019 in the aggregate amount of not to exceed \$41,500,000.00 (the "Series 2019 Bonds") for the purpose of paying the costs of refunding all of the outstanding indebtedness evidenced by the Prior Bonds, to fund certain capital improvements for the benefit of the City (the "Project") and to pay the costs of issuance of such bonds; and

WHEREAS, there has been presented to this meeting a form of the Bond Indenture (the "Indenture") by and between the Authority and BOKF, National Association, as Trustee (the "Trustee"); and

WHEREAS, there has been presented to this meeting a form of Security Agreement (the "Security Agreement"), between the Authority and the City relating to the Series 2019 Bonds; and

WHEREAS, the Authority has determined in connection with the issuance and sale of the Series 2019 Bonds that Wells Nelson and Associates, LLC, be designated as underwriter (the "Underwriter"), Hilborne & Weidman, a professional corporation, be appointed as Bond Counsel (the "Bond Counsel"), and The Baker Group, LP be appointed as Financial Advisor (the "Financial Advisor"), and that competitive bidding be waived for purposes of approving and contracting for the negotiated sale of the Series 2019 Bonds; and

WHEREAS, the Underwriter has offered to purchase the Series 2019 Bonds and the Authority has determined to sell the Series 2019 Bonds to the Underwriter under the terms and conditions hereinafter set forth and pursuant to the terms of the form of Contract of Purchase presented to this meeting by and between the Authority and the Underwriter (the "Purchase Agreement"); and

BE IT RESOLVED BY THE TRUSTEES OF THE GLENPOOL UTILITY SERVICES AUTHORITY:

Section 1. The incurring of indebtedness by the Trustees of the Authority in the aggregate principal amount of not to exceed \$41,500,000.00, in order to refinance the Prior Bonds and to fund the Project, to be evidenced by and pursuant to the terms of the Series 2019 Bonds is hereby approved. The Underwriter, Financial Advisor and Bond Counsel and the staff of the Authority are hereby authorized and directed to prepare all documents and instruments necessary or convenient for the sale, issuance and delivery of the Series 2019 Bonds.

Section 2. The forms of Indenture, Security Agreement, and Purchase Agreement presented with this resolution be, and hereby are, approved, and the Chairman or Vice Chairman of Trustees and the Secretary or any Assistant Secretary of the Authority be, and they hereby are, authorized, directed and empowered to execute and deliver in the name of the Authority the Indenture, Security Agreement, and Purchase Agreement.

Section 3. The Chairman or Vice Chairman of Trustees and the Secretary or any Assistant Secretary of Trustees of the Authority be, and they hereby are, authorized, directed and empowered to execute and deliver in the name of the Authority the Indenture, Security Agreement, Purchase Agreement and other documents, agreements, closing papers and certificates in such forms and containing substantially the terms and provisions as shall be approved by the officers executing such documents and agreements, the execution thereof by such officers being conclusive evidence of such approval, and to execute and deliver in the name and on behalf of the Authority all documents, closing papers, certificates and such other documents as are necessary to accomplish the issuance and sale of the Series 2019 Bonds.

Section 4. The signatures of the officers of the Authority appearing on the Indenture, Security Agreement, Purchase Agreement and the agreements, documents, closing papers and certificates executed and delivered pursuant to this resolution shall be conclusive evidence of their approval thereof and of their authority to execute and deliver such agreements and documents on behalf of the Authority.

Section 5. The Chairman or Vice Chairman of Trustees and the Secretary or any Assistant Secretary of the Authority be, and they hereby are, authorized and empowered for and on behalf of the Authority, to execute and deliver such further agreements and documents and to take such action as such officer or officers may deem necessary or desirable in order to carry out and perform the Indenture, Security Agreement, Purchase Agreement and any contracts, documents, or instruments executed and delivered in connection with the issuance of the Series 2019 Bonds, and to effect the purposes thereof and to consummate the transactions contemplated thereby.

Section 6. It is hereby determined to be necessary and in the best interest of the trust estate that the Series 2019 Bonds be issued and the issuance thereof in the aggregate principal amount of not to exceed \$41,500,000.00, the specific principal amount thereof to be determined by the Chairman or Vice Chairman of the Authority and set forth in a written certificate of determination prior to issuance of the Series 2019 Bonds is hereby authorized and approved. It is further hereby determined to be necessary and in the best interest of the trust estate that the aforesaid offer of the Underwriter be accepted and that the Series 2019 Bonds be issued and sold to it at a price equal to not less than ninety-nine percent (99.0%) of the principal amount thereof, the purchaser and the specific purchase price to be determined by the Chairman or Vice Chairman of the Authority and set forth in a written Certificate of Determination at or before the issuance of the Series 2019 Bonds, and competitive bidding is hereby specifically waived with respect to the sale of the Series 2019 Bonds and the sale of the Series 2019 Bonds for a purchase price determined as aforesaid, which purchase price may constitute an underwriter's discount of not to exceed one percent (1.0%) of the principal amount of the Series 2019 Bonds is hereby specifically approved. The Chairman or Vice Chairman of the Authority is hereby authorized, empowered and directed to determine and establish the interest rate or rates on the Series 2019 Bonds, which shall not exceed an average interest rate of four and one-quarter percent (4.25%) per annum, and to establish the maturity dates of the Series 2019 Bonds, which maturities of the Series 2019 Bonds shall not exceed twenty five (25) years and to set forth such interest rate or rates and maturities in a Certificate of Determination at or prior to the issuance of the Series 2019 Bonds.

ADOPTED the 5th day of August 2019.

GLENPOOL UTILITY SERVICES AUTHORITY

Chairman of Trustees

ATTEST:

Secretary of Trustees

[SEAL]



MEMORANDUM

**TO: CHAIRMAN AND BOARD MEMBERS
GLENPOOL INDUSTRIAL TRUST AUTHORITY**

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

**RE: PROFESSIONAL ENGINEERING SERVICES PROPOSAL
COAL CREEK WATERSHED SANITARY SEWER STUDY**

DATE: AUGUST 5, 2019

BACKGROUND

This item is for Board review, approval, and action regarding a professional services proposal solicited and received from Midwest Engineering Group, Inc. regarding the production and delivery of a certain Sanitary Sewer Service Study for areas within the Coal Creek watershed. The proposal covers future development areas generally south of 151st Street and east of US Highway No. 75. The purpose of the study is to investigate the future development of this area of Glenpool by using the current development activities within the watershed as well as likely future development based on the adopted 2030 Comprehensive Plan covering this portion of the City. The study will predict the growth of the areas in question as it relates to sanitary sewer effluent generation and the need for excess capacity interceptor sewer mainlines in combination with regional type liftstations that will be necessary to support the growth in this area. The study will investigate the various predicted costs involved with these new facilities and make suggestions as to sizing, locations, and other consideration necessary to predict future City Capital Improvement project needs and related funding requirements.

Staff Recommendation

Staff recommends approval of the Professional Services Proposal from Midwest Engineering Group, Inc. in the total amount of \$10,000.00 and authorize the City Manager to execute the agreement accordingly. Funding for this study is to be from the FY 2019/2020 Annual GUSA Budget under Item No. 2-6-17-6235

Attachments:

- A. Midwest Engineering Group: Professional Engineering Services Proposal

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



July 11, 2019

VIA EMAIL

MEG PN: 2019-GLENPOOL-03-003P

Mr. Tim Fox, Mayor/GUSA Board Chairman
City of Glenpool, GUSA
12205 S Yukon Avenue
Glenpool, OK 74033

**RE: City of Glenpool, Oklahoma Sanitary Sewer Study for 151st Street Drainage Area
Agreement for Professional Services**

Thank you for considering Midwest Engineering Group, LLC as "Engineer" to provide professional services to City of Glenpool, Oklahoma/GUSA designated as "Owner" in conjunction to the Sanitary Sewer Study for 151st Street Drainage Area. A detailed description of our proposed services is provided in the attached Basic Services Summary.

Our compensation for completing the services listed in the Basic Services Summary will be a lump sum fee of **\$10,000**, which does not include the cost of reimbursable expenses, and our compensation for completing Additional Services will accrue on an hourly basis, in accordance with our Hourly Rate Schedule, which is attached hereto, and in effect at the time of services are performed. Reimbursable expenses (out-of-pocket expenses such as printing, vehicle mileage, delivery charges, title work, filing fees, or application fees, etc.) will be invoiced at actual cost, plus ten percent (10%) to cover administrative overhead.

You will be invoiced monthly, based on the progress that has occurred in our completing the Basic Services. All invoices are due and payable on receipt and will be considered past due if payment is not received within 21 days. Once invoices are past due, an interest charge will accrue to your account at the rate of one and one-half percent (1 1/2%) per month, and we will retain the right to cease work until satisfactory arrangements are made to settle the account.

"Owner" agree(s) to provide all necessary information for the performance of our services within a reasonable time after it is requested and the "Engineer" will be given timely access to the project site, as necessary, to complete the Basic Services.

The following individuals are designated as primary project representatives for "Owner" and "Engineer". These individuals shall be the primary point of contact and shall receive all correspondence or notices.

"Engineer"	"Owner"
Midwest Engineering Group, LLC	City of Glenpool, OK/GUSA
Daniel (Danny) L. Coltrane, P.E.	Mr. Lynn Burrow, Director of Community Development
7436 1000 Rd	12205 S Yukon Avenue
Fredonia KS 66736	Glenpool, OK 74033
Phone: 918-264-9405	Phone: 918-322-5409
Email: dcoltrane@midwest-engineers.com	Email: lburrow@cityofglenpool.com

Lynn Burrow, Director of Community Development
City of Glenpool, OK/GUSA
July 11, 2019
Page 2

This agreement, along with the attached Basic Services Summary, Hourly Rate Schedule and Terms and Conditions, represent the entire understanding between us in respect to this project. The Terms and Conditions detail many provisions affecting this agreement, including some which limit "Engineer's" liability regarding the project. The Terms and Conditions should be read and understood before entering into this agreement. If, after your review, you are not in agreement with any provision contained in the Terms and Conditions, please contact us so that we may address your concern. Otherwise, if these documents satisfactorily set forth your understanding of our agreement, please sign the enclosed copy of this agreement in the space provided below and return it to us. "Engineer" will schedule and begin our services after receipt of your signed acceptance of this proposal and will perform these services with reasonable diligence and expediency consistent with sound professional practice. This proposal is open for acceptance until August 31, 2019.

We appreciate this opportunity to provide you this proposal for our services and look forward to working with you on this project. If questions should arise after you review this proposal, please call the number list above.

"ENGINEER"

By: _____
Daniel (Danny) L. Coltrane, P.E.

"OWNER"

By: _____
Tim Fox, Mayor
City of Glenpool, OK

Accepted this _____ day of _____ 2019.

Lynn Burrow, Director of Community Development
City of Glenpool, OK/GUSA
July 11, 2019
Page 3

BASIC SERVICES SUMMARY

Attached to and made a part of the Agreement for Professional Services dated _____, by and between "Owner" and "Engineer" in respect to the Sanitary Sewer Study for 151st Street Drainage Area, which includes a facility design memo that will identify current flow rates and review alternatives and costs of a lift station verses an interceptor sewer for the area south of 151st Street, north and east of the hospital.

SCOPE OF BASIC SERVICES

For the compensation outlined in this Agreement, "Engineer" will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of "Engineer's" work and "Engineer" assumes no responsibility to perform any services not specifically listed.

Sanitary Sewer Facilities Design Memo: \$10,000, Lump Sum

1. Prepare Sanitary Sewer Facilities Design Memo to identify flow current flow rates and review alternatives and costs of a lift station verses an interceptor for the area south of 151st Street, north and east of the new hospital.
2. Includes two trips for board meetings and/or site visits.

Reimbursables Expenses: Budget of \$1,000

1. Costs plus 10%
2. Current IRS mileage rates

Deliverables from Client:

1. Longhorn Lift Station Sanitary Sewer Study completed by SKW.
2. Speedy's Lift Station Sanitary Sewer Study.
3. Speedy's Lift Station Sanitary Sewer Project Construction Plans or As-Builts.
4. Interceptor Sanitary Sewer that goes south of Speedy's, need Construction Plans or As-Builts.
5. Access to client's GIS data base or a copy of GIS data for areas needed to complete design memo.

Deliverable to Client: To be a Facilities Design Memo to evaluate serving 151st Drainage Area with a lift station or interceptor sewer. The design memo will not be comprehensive enough to be used for obtaining loans or grants for this improvement.

Timeline: MEG will complete the study and deliver to client 3 - 4 weeks after we have received the requested deliverables from the client.

Lynn Burrow, Director of Community Development
City of Glenpool, OK/GUSA
July 11, 2019
Page 4

ADDITIONAL SERVICES

If agreed to by the "Owner" and "Engineer", we will provide Additional Services. Additional Services are those not included as part of the Basic Scope of Services and shall be paid for by the "Owner" in addition to payment for Basic Services, in accordance with "Engineer's" prevailing fee schedule, in effect at the time that such services are rendered, or as otherwise agreed to by the "Owner" and "Engineer". Costs shown below are estimated, for budgeting purposes only.

N/A

EXCLUDED SERVICES

In addition to the Basic Services outlined above, "Engineer" has offered and recommended certain other services which are deemed necessary or advisable, based on our understanding of the "Owner's" needs. The "Owner" has declined to include such services in this Agreement and has decided to obtain those services from another source or to forgo those services. The following recommended services are therefore excluded from this Agreement.

Excluded Services include:

Engineering Report	Lump Sum
Environmental	Lump Sum
Geotech Report	Lump Sum
SWPPP Plan	Lump Sum
Survey	Lump Sum
Construction Observation	Hourly
Legal Survey	Hourly
Land Acquisition/Easements	Per Easement
Permitting	Lump Sum
Interest	
Legal/Bonding	
Bidding Services	Lump Sum
Construction Administration	Lump Sum
Additional Engineering	Hourly



MEMORANDUM

**TO: CHAIRMAN AND BOARD MEMBERS
GLENPOOL UTILITY SERVICES AUTHORITY**

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

**RE: METROPOLITAN ENVIRONMENTAL TRUST
AUTHORITY ANNUAL ASSESSMENT**

DATE: AUGUST 5, 2019

BACKGROUND

This item is for Board consideration and action regarding the review and approval of an invoice received from The Metropolitan Environmental Trust Authority for the first half of the annual assessment for services provided to the City of Glenpool. As noted in the attached documentation, the total annual assessment for FY 2019/2020 totals \$21,114.00. The Trust Authority invoices the various member communities semi-annually as evidenced by the attached invoice dated July 10, 2019 in the amount of \$10,557.00. It should be noted that the annual assessment amount for each participating community is generally calculated based on population. For Council reference, I have attached a copy of the original Trust Indenture and have highlighted Article III therein. Note that this Article enumerates the original purpose of the Trust - generally associated with the provision of facilities, equipment, and manpower to operate at least one recycle collection depot in each member community. The assessment also covers each member's share of the costs to sponsor and hold several household pollutant collection events during the fiscal year. The approved City of Glenpool FY 2019/2020 Operating Budget contains an anticipated amount of \$21,500 for this expenditure listed under Budget Item No. 02-6-19-6281.

Recommendation:

Staff recommends approval of the annual M.E.T. Services Assessment in the total amount of \$21,114.00 and to authorize the City Manager to approve and authorize payment of semi-annual invoices for said services to be paid from Budget Item No. 02-6-19-6281

Attachments:

- A. M.E.T. Services Invoice – First Half of FY 2019/2020
- B. M.E.T. Trust Indenture - 2005



INVOICE

Date: July 10, 2019
Invoice #: **2339**

Bill To:

City of Glenpool
Attn: Lynn Burrow, M.e.t. Trustee
12205 S. Yukon, Sapulpa
Glenpool, OK 74033

Remit To:

The M.e.t.
Williams Tower One
One West Third Street, Suite 110
Tulsa, Ok 74103

Description	Amount
First Half of FY 19/20 Assessment for M.e.t. Services	\$10,557.00
<i>M.e.t. Code 4020</i>	
Amount Due	\$10,557.00

Williams Tower I, One West Third Street, Suite 110 Tulsa, Oklahoma 74103 ** Phone (918)584-0584

dc\5 FY 1920 Invoice Glenpool 1 half.xls

City of Glenpool
S.A.&I.427 (1983)

Affidavit for Payments in Excess of \$1,000.00

STATE OF OKLAHOMA

COUNTY OF TULSA

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders, or requests furnished the affiant. Affiant further states the (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other things, of any money or any other thing of value to obtain payment.



(Contractor, supplier, or engineer)
D. Graham Brannin Executive Director
The Metropolitan Environmental Trust

Subscribed and sworn to before me this 10 day of July, 2019.




Notary Public (or Clerk or Judge)

#01009594

My Commission Expires:

7/22/21

Note: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, Engineer or supplier of material in excess of \$1000.00.



FY 19/20 BENEFICIARY ASSESSMENTS
Approved 4/11/19 M.e.t. Board

1 Bixby	\$26,433
2 Broken Arrow	\$122,299
3 Claremore	\$29,894
4 Collinsville	\$21,256
5 Coweta	\$20,424
6 Glenpool	\$21,114
7 Jenks	\$11,397
8 Owasso	\$15,754
9 Sand Spr	\$31,551
10 Tulsa-City	\$481,471
11 Tulsa-Co. (unincorp)	\$26,431
Total	\$808,024

METROPOLITAN ENVIRONMENTAL TRUST
TRUST INDENTURE
AS AMENDED

ARTICLE I

The create and establish a trust for the use and benefit of the Cities of Bixby, Broken Arrow, Claremore, Collinsville, Glenpool, Jenks, Owasso, Sand Springs, and Tulsa, and the County of Tulsa, for the public purposes hereinafter set forth, under the provisions of Title 60 Oklahoma Statutes section 176 et. seq. as amended and other applicable statutes of the State of Oklahoma.

ARTICLE II

The name of this Trust shall be The Metropolitan Environmental Trust hereinafter referred to as the "Trust". Under that name it shall, so far as practicable, conduct all business and execute all instruments, and otherwise perform its duties and functions in the execution of this Trust.

ARTICLE III

The purposes of this Trust are:

1. To receive from public and private collectors in the region solid waste including refuse, trash, garbage, sludges and other discarded or salvageable solid materials as specified in the Oklahoma Solid Waste Management Act and any amendments successors thereto and process, transfer, transport, convert, recover, recycle, or reclaim such solid waste, fuel and usable materials and products and sell the same and to dispose of non-usable solid waste by burial, incineration or other methods.
2. To plan, establish, develop, acquire, construct, purchase, install, repair, enlarge, improve, maintain, equip, finance and refinance, operate and regulate public solid waste processing or disposal systems and facilities and to close and monitor facilities according to regulations either within or without the territorial boundaries of the beneficiaries of the Trust, including but not limited to the purchasing, leasing, construction, installation, equipping, maintenance and operation of such buildings, equipment, machinery and other facilities necessary for the processing of refuse and solid waste, and the purchasing or leasing of transportation vehicles, equipment and facilities.
3. To hold, maintain and administer any leasehold rights in and to physical properties demised to the beneficiaries and to comply with the terms and conditions of any such lease.

4. To acquire by lease, purchase or otherwise, and to plan, establish, develop, construct, enlarge, improve, maintain, equip, operate and regulate any and all physical properties designated or needful for utilization in the furnishing and providing of services, in connection with public solid waste processing and disposal systems and facilities, and to dispose of, rent or otherwise make provisions for properties owned by the Trust but no longer needful for trust purposes.

5. To provide funds for the cost of financing, acquiring, constructing, leasing, equipping, maintaining, repairing and operating public solid waste processing systems and facilities and buildings and other improvements thereto, and all properties, real, personal or mixed, required for execution and fulfilling the trust purposes as set forth in this instrument, and all other charges, costs and expenses necessarily incurred in connection therewith and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.

6. To expend all funds coming into the hands of the Trustees as revenue or otherwise in the payment of any indebtedness incurred by the Trustees for purposes specified herein, and in the payment of the costs and expenses thereof, and in the payment of any other obligation properly chargeable against the Trust Estate, and to distribute the remainder of such funds to the beneficiaries hereof.

ARTICLE IV

The Trust shall have duration for the term of duration of the beneficiaries and until such time as its purpose shall have been fully fulfilled or until it shall be terminated as hereinafter provided.

ARTICLE V

The Trust Estate shall consist of:

1. The funds and property presently in the hands of the Trustees or to be acquired or constructed by Trustees and dedicated by the Trustees and others to be used for trust purposes.

2. Any and all leasehold rights demised to the Trustees by its beneficiaries as authorized and empowered by law.

3. Any and all money, property, real, personal or mixed, rights, choses in action, contracts, leases, privileges, immunities, franchises, benefits and all other things of value coming into the possession of the Trustees pursuant to the provisions of this Trust indenture.

4. Cash in hand.

The instruments executed for each project, and each issuance of bonds and other indebtedness, shall set out the specific property of the Trust Estate exclusively pledged and mortgaged for the payment of such indebtedness.

ARTICLE VI

1. The governing body of each of the beneficiaries of the Trust shall designate one Trustee. Each governing body shall establish the term of office of its trustee and the criteria for removal of its trustee.

Trustees shall serve until their successors have been duly appointed and qualified. Successor Trustees duly appointed and qualified shall, without any further act or conveyance, become fully vested with all of the estate, properties, rights, powers, duties and obligations of their predecessors hereunder with like effect as if originally named as Trustee.

2. The Trustees shall, during their terms office, be subject to removal only by action of the District Court of Tulsa County for good cause shown.

3. No Trustee shall be paid any compensation of any kind for his services as a Trustee of this Trust. However, Trustees may be reimbursed for expenses incurred in the performance of their duties hereunder.

4. Bonds or other evidences of indebtedness to be issued by the Trustees shall not constitute an indebtedness of the State of Oklahoma, nor of the Beneficiaries, nor personal obligations of the Trustees of the Trust but shall constitute obligations of the Trustees payable solely from the Trust Estate. No indebtedness shall be incurred by the Trustees without the prior approval of two-thirds of the beneficiary governing bodies, both as to the purpose and amount of the indebtedness.

5. The Trustees, the State of Oklahoma, and the Beneficiaries hereof shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operation of the Trust Estate; but any act or liability for any omission or obligation of the Trustees in the execution of such Trust or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

6. Notwithstanding any other provisions of this Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind or obligate any other Trustee, or Beneficiary, in his or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

7. The Trustees shall adopt bylaws for the conduct of their business, and shall elect a Chairman from their members who shall preside at all meetings and perform other duties designated by the Trustees. The Trustees shall elect a Vice Chairman from

their members who shall act as Chairman during the temporary absence or disability of the chairman. If a vacancy occurs in the office of Chairman or Vice Chairman, the Trustees shall elect a successor from their members. The Trustees shall designate the time and place of all regular meetings, which meetings shall be public, except for instances wherein executive sessions are authorized by State law. Except as otherwise provided herein or as required by state law, all actions by the Trustees pursuant to the provisions of this Trust Indenture shall be approved by the affirmative vote of at least a majority of the Trustees present at a meeting where a quorum is present. A quorum of the Trustees is defined as 51 percent of all duly appointed Trustees.

8. The Trustees shall file with the governing bodies of the Beneficiaries a certified copy of the annual audit made of the funds, accounts, and fiscal affairs of the Trust at the time as is required by Section 180.3 Title 60, Oklahoma Statutes Annotated.

9. The governing body of each of the Beneficiaries shall have the right to conduct or have conducted a complete audit of the funds, accounts and fiscal affairs of the Trust at any time at its discretion, and at the expense of the requesting governing body.

10. The whole title, legal and equitable, to the properties of the Trust is and shall be vested in the Trustees, as such title in the Trustees is necessary for the due execution of this Trust. The Trustees shall have and exercise exclusive management and control of the properties of the Trust Estate for the use and benefit of the Beneficiary.

The Trustees may contract for the furnishing of any services or the performance of any duties that they may deem necessary, or proper, and pay for the same as they see fit.

12. The Trustees may compromise any debts or claims of or against the Trust Estate, and may adjust any dispute in relation to such debts or claims by arbitration or otherwise and may pay any debts or claims against the Trust Estate upon the evidence deemed by the Trustees to be sufficient. The Trustees may bring any suit or action, which in their judgment is necessary or proper to protect the interest of the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Trustees or employees, agents or servants thereof. They may compromise and settle any suit or action, and discharge the same out of assets of the Trust Estate, together with court costs and attorneys' fees. All of such expenditures shall be deemed proper expenses of executing this Trust.

ARTICLE VII

Powers and Duties of the Trustees

To accomplish the purposes of the Trust, and subject to the provisions and limitations otherwise provided in this Trust Indenture, the Trustees shall have, in

addition to the usual powers incident to their office and the powers granted to them by statute and in other parts of this Trust Indenture, the following rights, powers, duties, authority, discretion and privileges:

1. To finance, acquire, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store, and administer any of the systems and facilities designated pursuant to Article III hereof as the Trustees shall determine necessary for the benefit and development of the Beneficiaries.

2. To employ architectural and engineering firms or consultants as the Trustees deem necessary to prepare such preliminary or detailed studies, plans, specifications, cost estimates and feasibility reports as are required in the opinion of the Trustees. The costs of such engineers, architects and consultants shall be paid out of the proceeds of the sale of bonds or from such other funds as may be available therefor.

3. To enter into contracts for the sale of bonds, notes or other evidences of indebtedness or obligations of the Trust for the purpose of acquiring or constructing works, systems and facilities authorized to be acquired or constructed pursuant to the terms of this Trust Indenture and for that purpose may:

(a) Employ a financial advisor, or committee of advisors, to advise and assist the Trustees in the marketing of such bonds, notes or other evidences of indebtedness or obligations, and to present financial plans for the financing of the acquisition or construction of each project, and to recommend to, or consult with, the Trustee concerning the terms and provisions of bond indentures and bond issues, and may pay appropriate compensation for such work and services performed in the furtherance of the project;

(b) Sell all bonds, notes or other evidences of indebtedness or obligations of the Trust in installments or series and on such terms and conditions and in such manner as the Trustees shall deem to be in the best interest of the Trust Estate subject to the provisions of Title 60, Oklahoma Statutes, Section 176, et.seq., as amended; and

(c) Appoint and compensate attorneys, applying agencies and corporate trustees in connection with the issuance of any such bonds, notes, evidences of indebtedness or other obligations of the Trust.

4. To purchase, lease, or otherwise acquire property, real, personal or mixed; to enter into and execute contracts, leases, and operating agreements.

5. To make and change investments, to convert real into personal property, and vice versa, to lease, improve, exchange or sell, at public or private sale, upon such terms as they deem proper, and to resell, at any time and as often as they deem advisable, any or all the property in the Trust, to refund outstanding bonded indebtedness and to execute therefore bonds, notes, or other evidences of

indebtedness, or obligations, and to secure the same by mortgage, lien, pledge or otherwise; to purchase property from any individuals, partnerships, associations, corporations, and others, including the United States of America or the State of Oklahoma and agencies, authorities or trusts of the United State of America or the State of Oklahoma, or of any municipality thereof, and also including all municipal or other political subdivisions of the State of Oklahoma as well as the beneficiaries hereof, and lease or sublease land and other property to and from the Beneficiaries or others and constructs, improve, repair, extend, remodel, and quip buildings, improvements, and other facilities thereof and to operate or lease or rent the same to individuals, partnerships, associations, corporations, and others, including the United States of America or the State of Oklahoma and agencies, authorities or Trusts of the United States of America or the State of Oklahoma, or of any municipality thereof, and also including all municipal or other political subdivisions of the State of Oklahoma as well as the Beneficiaries hereof, and to do all things to accomplish the purposes set out in Article III of this Trust Indenture, and procure funds necessary for such purposes by the sale of bonds or other evidences of indebtedness by mortgages, liens, pledges or other encumbrances of such real and personal property, buildings, improvements and other facilities owned or otherwise acquired, leases or controlled by Trustees, and by rentals, income, receipts and profits there from, or from any other revenues associated with the ownership, operation or control of the property of the Trust; to lease or sublease any property of the Trust, or of which the Trustees may become the owners or lessees.

6. To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust and to discontinue furnishing of services and facilities to any persons, firm or corporation, or public instrumentality, delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods, and commodities as are incident to the operation of its properties.

7. To make and perform contracts of every kind, including management and operating contracts, with any person, firm, corporation, association, trusteeship, municipality, government or sovereignty; and subject to the provisions of Article VII(3) set forth above without limit as to amount to draw, make accept, endorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds, debentures, and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage, deed or trust or otherwise upon any or all income of the Trust, in the same manner and to the same extent as a natural person might or could do; to collect and receive any property, money, rents, or income of any sort and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes set out herein.

8. To the extent permitted by State law, to bind others by their duly authorized decisions and actions taken on their behalf, or failures to take action on their behalf, and as provided for in the Trust Agreement.

9. To take whatever actions may be appropriate and whatever actions may be directed by a majority of the Trustees to cure any default by a Beneficiary pursuant to the Trust Agreement.

10. To do all other acts in their judgment necessary or desirable for the proper and advantageous management, investment, and distribution of the Trust Estate and income there from.

ARTICLE VIII

Beneficiaries of Trust

1. The Beneficiaries of this Trust shall be the Cities of Bixby, Broken Arrow, Claremore, Collinsville, Glenpool, Jenks, Owasso, Sand Springs, and Tulsa, and the County of Tulsa.

2. The Beneficiaries shall have no legal title, claim or right to the Trust Estate, or its income, or to any part thereof or to demand or require any partition or distribution thereof. Neither shall the Beneficiaries have any authority, power or right whatsoever, to do or transact any business for, or on behalf of, or binding upon the Trustees or upon the Trust Estate, nor the right to control or direct the actions of the Trustees pertaining to the Trust Estate or any part thereof. The Beneficiaries shall be entitled solely to the benefits of this Trust, as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and then only the Beneficiaries shall receive the residue of the Trust Estate, to be distributed in accordance with the Trust Agreement.

3. If, after the effective date of the Trust Agreement, governments desire to join with the Beneficiaries of the Trust in accomplishing the purposes of the Trust, provisions may be made for additional beneficiaries to the Trust. Said governments shall make such contributions to the Trust Estate as the Trustees deem appropriate to offset the costs and expenses of additional services, systems and facilities required to serve their portion of additional wastes streams together with an amount reflected previous contributions of the Beneficiaries of initiating, establishing, developing, acquiring, constructing, maintaining or repairing the Trust Estate.

ARTICLE IX

Secretary of Trust

The Trustees shall appoint a Secretary of the Trustees to serve at their will, with compensation as set by themselves. The Secretary shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all their financial transactions, all such minutes, books and records to be on file in the principal office of the Trust. All meetings of the Trustees shall, except for instances wherein executive sessions are authorized by State law, be open to the public and conducted in accord with the provisions of the Oklahoma Public Meeting Law and the bonds, records and

minutes of the Trustees shall be considered as public records and available for inspection at all times by an interested party.

ARTICLE X

Termination of Trust

This Trust shall terminate:

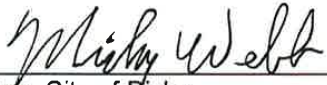
1. When the purposes set out in Article III of this instrument shall have been fully executed; or
2. In the manner provided by Title 60, Oklahoma Statutes, Section 180, provided, however, that this Trust shall not be terminated by voluntary action if there be outstanding indebtedness or fixed term obligations of the Trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to conclude the affairs of this Trust, and after payment of all debts, expenses and obligations out of the moneys and properties of the Trust Estate to the extent thereof, shall distribute the residue of the money and properties of the Trust Estate to the Beneficiaries hereunder. Upon final distribution, the powers, duties and authority of the Trustees hereunder shall cease.

ARTICLE XI

The Trustees accept the Trust herein created and provided for, and agree to carry out the provisions of this Trust Indenture on their part to be performed.

IN WITNESS WHEREOF, Trustees have hereunto set their hands on the day and year indicated.

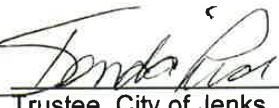

Trustee, City of Bixby

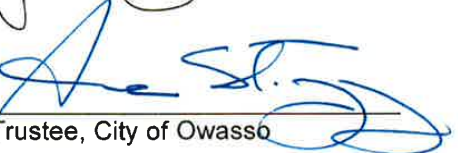

Trustee, City of Broken Arrow


Trustee, City of Claremore

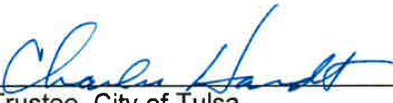

Trustee, City of Collinsville


Trustee, City of Glenpool


Trustee, City of Jenks


Trustee, City of Owasso


Trustee, City of Sand Springs


Trustee, City of Tulsa


Trustee, Tulsa County

11/3/05 (TH)

November 2005 Amendment

Names on signature are:

Micky Webb, Bixby

Tim Miller, Claremore

Shayne Buchanan, Glenpool

Ana Stagg, Owasso

Charles Hardt, City of Tulsa

David Wooden, Broken Arrow

Pam Polk, Collinsville

Kenda Rice, Jenks

Vernon Smith, Sand Springs

Paul Wilkening Tulsa County