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

AGENDA

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on August 30, 2019 by 4:00 pm.
Signed: Wendy Knight
Secretary

Public Works Director's Report

September 3rd, 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.
- Odeq has given permission to start the recirculation of treated waste water back through the plant study to show if this will help in lowering our test results for better treatment in the plant without any costly plant upgrades. This will be a 12 month study and the results will be compared with the results from the last study.
- Received the lab recertification results our lab equipment passed all the tests.
- 4 sewer backups were reported all 4 were on the customers side.

Water Distribution:

- Meter reading started on August 1st and ended on August 5th.
- Rereads for August were 9.
- 219 Service orders, 11 Blue tags were issued by the water billing department
- 6 leaks were repaired, 3 taps were set.
- 219 Line locates were issued by call okie which brings the total for 2019 to 1662.
- There were 160 turned off for nonpayment.
- Sent out the notifications for the lead and copper water samples. ODEQ picks 30 resident locations where the samples are to be pulled.

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

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.
- They have filled in several pot holes on warrior road before school started.
- Installed the new temporary school zone signs for the new elementary location.
- As well as completing day to day work orders.
- The Street repair project is going as scheduled.

MINUTES
GUSA Meeting
Monday, August 5, 2019 Council Chambers 6:00 PM

TRUSTEES PRESENT:	Tim Fox Brandon Kearns Jacqueline Triplett-Lund Joyce Calvert
TRUSTEES ABSENT:	Momodou Ceesay
STAFF PRESENT:	David Tillotson Lowell Peterson Wendy Knight Lynn Burrow Jim Martin Wes Richter
STAFF ABSENT:	Susan White John Gonsalves

A) Call to Order - Timothy Lee Fox, Chairman
Chairman Fox called the meeting to order at 7:07 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 August 2019

D) Scheduled Business

1) Discussion and possible action to approve minutes from July 1, 2019, and July 15, 2019 meetings.
(Wendy Knight, Secretary)

Moved by Joyce Calvert, seconded by Jacqueline Triplett-Lund

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 - 01 Jul 2019 - Minutes - Html
GUSA - 15 Jul 2019 - Minutes - Html

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).

Mr. Tillotson recommended Board approval and adoption of 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.

Moved by Jacqueline Triplett-Lund, seconded by Joyce Calvert

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.

	For	Against	Abstained	Absent

	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.

Resolution No. 2019009 GUSA Authorizing Resolution 080519

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)

Mr. Burrow presented and recommended Board approval of 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. 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.

Moved by Joyce Calvert, seconded by Brandon Kearns

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.

	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 Presentation 08 05 19 Coal Creek Sewer Study

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)

Mr. Burrow presented and recommended Board 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. The annual assessment amount for each participating community is calculated based on population. The original purpose of the Trust is 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.

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

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.

	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 Presentation 08 05 19 Annual MET Assessment

E) Adjournment

Chairman Fox declared the meeting adjourned at 7:27 p.m.

MINUTES
GUSA Special Meeting
Monday, August 19, 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 7:33 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 a Contract Agreement with Starbuck Trucking, LLC, for the Oak Street Sewer Lift Station Rehab Project, in an amount not to exceed $98,080.29 to be funded from the FY 2019/2020 Move Glenpool Forward Budget under Account No. 50-6-16-6361, and to authorize City Manager to execute the same. (Lynn Burrow, Community Development Director)

Mr. Burrow presented and recommended Board approval of a Contract Agreement with Starbuck Trucking, LLC, for the Oak Street Sewer Lift Station Rehab Project, in an amount not to exceed $98,080.29 to be funded from the FY 2019/2020 Move Glenpool Forward Budget under

Account No. 50-6-16-6361. A total of 5 bids were received, during the bidding process. Midwest Engineering Group and Staff has reviewed the submitted bids for completeness, required bonding, and supporting contract documents and recommend approval.

Moved by Brandon Kearns, seconded by Joyce Calvert

To approve a Contract Agreement with Starbuck Trucking, LLC, for the Oak Street Sewer Lift Station Rehab Project, in an amount not to exceed $98,080.29 to be funded from the FY 2019/2020 Move Glenpool Forward Budget under Account No. 50-6-16-6361, and to authorize City Manager to execute the same.

	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 08 19 19 Bid Acceptance Oak Street Liftstation Rehab.

2) Discussion of potential options to allow St. Francis Health Systems to place their logo on the 156th St. water tower.
(David Tillotson, City Manager)

A discussion was held regarding potential options to allow St. Francis Health Systems to place their logo on the 156th Street water tower. No action was taken

St. Francis Water Tower Discussion

D) Adjournment

Chairman Fox declared the meeting adjourned at 7:48 p.m.

City Of Glenpool

Creating Opportunity

To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL

From: John Gonsalves, Finance Director

Date: September 3, 2019

Subject: FY2018-2019 Audit Engagement Letter

Background:

The City has engaged the firm of Arledge & Associates to conduct an annual Financial and Compliance Audit for the Fiscal Year Ending June 30, 2019. The Audit Engagement letter states the Scope of Services, Audit Objectives, Audit Procedures – General, Audit Procedures – Internal Controls, Audit Procedures – Compliance, Other services, Management Responsibilities, Administration, Fees and Other items. Fees for the audit services are $26,500.00. The cost of the audit is split between the City and GUSA and is budgeted in the General Fund General Government department, account 01-6-01-6236, and in the GUSA Fund in the Water and Sewer Department, account 02-6-16-6236.

Staff Recommendation:

The Audit Engagement Letter is a standard letter that is required prior to fiscal year end to property engage the audit firm for the financial and compliance audit which is required for the City. I recommend the council accept the Audit Engagement Letter from Arledge and direct Mayor to sign on behalf of the City Government and authorize the Finance Director to sign the letters on behalf of Management.

Attachments:

1. FY-2018-2019 Audit Engagement Letter

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
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Arledge & Associates, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

FY-2019 Audit Engagement Letter

August 22, 2019

To the Governance and Management of the City of Glenpool, Oklahoma

We are pleased to confirm our understanding of the services we are to provide the City of Glenpool, Oklahoma (the "City") for the year ended June 30, 2019. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Glenpool, Oklahoma as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis;
2) Budgetary Comparison Information;
3) Pension Plan Fund Schedules; and
4) OPEB Plan Schedules.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1) Schedule of Expenditures of Federal Awards;
2) Combining Schedules; and
3) Fiscal Year 2019 Operating Report.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards

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generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the governing board of the City of Glenpool, Oklahoma. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist, as needed and requested by the City, in preparing the financial statements and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Arledge & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Arledge & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oklahoma State Auditor and Inspector. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Andy Cromer, CPA is the engagement partner and is responsible for supervising the engagement and. signing the reports or authorizing another individual to sign them.

Our fee for these services will be $26,500. This fee includes miscellaneous charges, such as travel, meals, and copies. Additional services are available for assistance in preparing the City's financial statements at a flat hourly rate of $145 up to 40 hours. Should the City require additional assistance from us financial statements require more than 40 hours, we will provide the City with a status update and request approval from the City for any additional costs believed to be needed in the completion of the financial statements. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. The fee is based on the assumption the City did not have any significant expenditures of federal awards that would require a single audit engagement. If additional time is necessary due to a single audit engagement, or for other unanticipated reasons, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Because our Engagement Letter provides ongoing access to the accounting and business advice you need on a fixed-price basis, you are not inhibited from seeking timely advice from us. While the fixed prices for the services entitles you to unlimited consultation with us, if your questions or issues require additional research and analysis beyond consultation, that work will be subject to an additional price negotiation before the service to be performed, an Addendum to the Engagement Letter will be issued before delivery of the additional services will be performed, with payment terms agreed to in advance. By virtue of signing this document, you have indicated that your reporting entity has been appropriately defined, all trial balances will be reasonably adjusted, your key accounts will be reconciled, unusual transactions, significant financial estimates and disclosures have been communicated to us prior to the date at the top of this letter. To the extent that you utilize outside consultants to supplement your accounting and finance department and produce various schedules and reports, please note that by virtue of signing this document you have indicated that their work will be timely and reliable. Should we find that their work is other than timely and/or reliable, we will negotiate an Addendum to the Engagement Letter and determine a new engagement fee and payment arrangement before we issue our final report.

Cost of Consequential Damages

Any liability of Arledge & Associates, P.C. and its personnel to the City is limited to the amount of the annual fee the City paid for this audit engagement as liquidated damages.

The City agrees that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if both Arledge & Associates, P.C. and the City agree to be bound. Arledge & Associates, P.C. and the City will share any cost of mediation equally.

We appreciate the opportunity to be of service to the City of Glenpool, Oklahoma and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Arledge & Associates, P.C.

Arledge & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Glenpool, Oklahoma.

Management signature: ______________________________

Title: ______________________________

Date: ______________________________

Governance signature: ______________________________

Title: ______________________________

Date: ______________________________

City Of
Glenpool
Creating Opportunity

MEMORAMDUM

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

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

RE: **SPEEDY'S LIFSTATION REHAB. PROJECT:**
REVIEW AND APPROVAL OF CHANGE ORDER NO. 5

DATE: **SEPTEMBER 3, 2019**

BACKGROUND

This item is for Board review and action regarding the submittal of proposed Change Order No.5 to the existing construction contract with MSB Construction, LLC covering the Speedy's Liftstation Rehab. Project. The proposed Change Order No. 5 consists of a proposed additional cost to install approximately 260 LF of 2" ID PVC natural gas piping from a new ONG meter location on 148th Street to a point inside the Speedy's liftstation fence enclosure. The additional gas service piping was necessary to provide a new gas service line to the emergency power generator installed as part of the overall rehabilitation project. The original proposed location of this new gas meter was to be inside the actual fence enclosure at the station site. However, ONG refused to set the required meter in that location and instead placed it along the south side of 148th Street near the street entry into the liftstation site - approximately 275' east of the actual station enclosure.

Staff Recommendation

Staff recommends approval of Change Order No. 5 as submitted and to authorize the City Manager to execute same on behalf of GUSA. Doing so will adjust the final total contract price to $935,094.24.

Attachments:

A. Request for Contract Change Order No.

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

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 5

Date of Issuance:	August 12, 2019	Effective Date: 8-28-19	
Owner:	City of Glenpool	Owner's Contract No.:	
Contractor:	MSB Construction, LLC	Contractor's Project No.:	
Engineer:	Crafton, Tull & Associates, Inc.	Engineer's Project No.:	17404700
Project:	Speedy's Lift Station	Contract Name: Speedy's Lift Station and Force Main Improvements	

The Contract is modified as follows upon execution of this Change Order:

Description: Added a gas line service connection from property line to the generator. Design plans assumed the gas company would provide the service.

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $ 1,069,670.00	Original Contract Times: Substantial Completion: 90 Ready for Final Payment: 120 days or dates
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 4 : $ -141,356.00	[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: Substantial Completion: ______ Ready for Final Payment: ______ days
Contract Price prior to this Change Order: $ 928,314.00	Contract Times prior to this Change Order: Substantial Completion: 150 Ready for Final Payment: 180 days or dates
[Increase] [Decrease] of this Change Order: $6780.24	[Increase] [Decrease] of this Change Order: Substantial Completion: 181 Ready for Final Payment: 211 days or dates
Contract Price incorporating this Change Order: $ 935,094.24	Contract Times with all approved Change Orders: Substantial Completion: July 25, 2019 Ready for Final Payment: August 26, 2019 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature]	By:	By: Mark Bertie
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: VP – Infrastructure	Title	Title President
Date: 8-28-19	Date	Date 8-28-19

Approved by Funding Agency (N/A)

By: ______________________ Date:

Title: ______________________

EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

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