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 November 2, 2020, via Zoom video conference. Board members will not be present in person. **TO JOIN MEETING**:

- **By computer/iPad**: https://us02web.zoom.us/j/86116749098?pwd=V2I0SkoxbDBCN3E5SmFPcC9mNDJHQT09
  Meeting ID: 861 1674 9098 | Passcode: 350280
- **By Phone:** 1-253-215-8782 OR 1-301-715-8592
  Meeting ID: 861 1674 9098 | Passcode: 350280

The GUSA Board welcomes comments from citizens of Glenpool who wish to address any item on the agenda. Speakers are required to complete the Request to Speak form located on our website: Cityofglenpool.com and email it to the City Clerk: Wknight@cityofGlenpool.com PRIOR TO 6:00 PM November 2, 2020.

AGENDA

Page

A) **Call to Order - Timothy Lee Fox, Chairman**

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

C) **Public Works Director Report - Rob Werley**

1) GUSA PW report Oct 2020 — 3 - 4

D) **Scheduled Business**

1) Discussion and possible action to approve minutes from October 5, 2020 meeting. (Wendy Knight, Secretary) — 5 - 7
GUSA - 05 Oct 2020 - Minutes - Html

2) Discussion and possible action to approve a change order request received from Barnhart Excavating in the amount of $3,634.02 for the Rolling Meadows Sanitary Sewer Relocation Project, to be funded from FY 2020/2021 Annual Budget Item No. 02-6- 16-6273: Repair and Maintenance. (Lynn Burrow, Community Development Director) — 8 - 10
Change Order Request Barnhart Excavating

3) Discussion and possible action to approve 2nd quarter blanket purchase orders in the amount of $924,375.48. (John Gonsalves, Finance Director) — 11 - 15
Final GUSA SECOND QTR BLANKET PURCHASE ORDERS

4) Discussion and possible action to authorize Encumbrance Rollover from FY 2019-2020 to FY 2020-2021. (John Gonsalves, Finance Director) — 16 - 17
GUSA ROLL OVER

5) Discussion and possible action to approve FY 2020-2021 Budget Amendment No. — 18 - 19

GUSA-1.
(John Gonsalves, Finance Director)
GUSA BUDGET AMENDMENT

6) Discussion and possible action to authorize the encumbrance of $172,6464.60 to Tetra Tech from account 02-6-16-6244, Engineering Fees. 20
(John Gonsalves, Finance Director)
Final FY 2019-2020 Encumbrance GUSA Tetra Tech

7) Discussion and possible action to approve and authorize the Chairman to execute annual issuance by Bancfirst of $25,000 Letter of Credit, plus incremental increases, in compliance with the Agreement of Settlement, Compromise and Release ("Settlement Agreement") entered into with Creek County Rural Water District #2 in Settlement of Litigation. 21 - 28
(John Gonsalves, Finance Director)
CREEK II LETTER OF CREDIT

8) Discussion and possible action to approve 2021 Meeting Calendar. 29
(Wendy Knight, City Clerk)
2021 Meeting Schedule

E) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on October 30, 2020, by 4:00 pm.
Signed: Wendy Knight
Secretary

2 November 2020

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

From: Rob Werley, Public Works Director

RE: October 2020 Public Works Operations Report

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

Wastewater:

- Cleaned floats at all lift stations
- Installed rebuilt pump at Eden South, had electrician verify wiring and float connections
- 1 sewer line backup, backup due to grease in main, added line degreaser to upstream manhole
- Auger system repairs were completed to include new screen, new rotor, and new gear box

Water:

- Meter reading started on the 1st of October and was completed by the 6th of October to include 3 re-reads
- Replaced 24 defective registers
- 134 customers were cutoff for non-payment
- 9 blue tags were sent out for non-sufficient funds
- 160 service orders were completed for the Utility Billing Department from 1 October to 27 October
- Monthly bac-t samples were taken, all samples passed
- 250 locates were completed
- Repaired 5 service line / meter leaks
- Raised two valves to grade
- Replaced leaking 6"X 6" pvc 'Tee' leaking on Nyssa Ct., due to issues with valving in this neighborhood it took shutting down 26 valves and opening 2 hydrants to get the pressure reduced to make the repair
- Had broken hydrant replaced at 381 E 141st, isolation valve and hydrant bury depth were 15', had to have contractor make repair due to depth
- Repaired a 1 ½" service stub across leak
- 8 new residential water service taps completed, meter and boxes set
- 2 new commercial (Braums) water service taps completed, metes and boxes set

- Replace 2 broken meter boxes and 1 damaged meter setter in Glen Hill Subdivision
- Landscape repairs form previously repaired water leaks

Parks:

- Daily check of parks, pick up trash and empty trash cans
- Mow, weed eat at City Parks
- Service and clean mowers and weed eaters

Streets:

- Mow, weed eat City right of ways
- Service and clean mowers and weed eaters Place out, pick up barricades' PD needed for homecoming parade
- Repaired large area of street on 131st PL and 126th & Casper with 10 tons of hot mix asphalt
- Install brackets on light poles and decorative light poles for holiday banners and lights

Received new 1-ton cab and chassis, delivered to dealer to get dump bed installed.
Water / Sewer crews attended a hydrant and valve demonstration by EJ hydrants at the Public Works facility

MINUTES
GUSA Meeting
Monday, October 5, 2020 Council Chambers 6:00 PM

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

A) Call to Order - Timothy Lee Fox, Chairman
Chairman Fox called the meeting to order at 7:49 p.m.

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

C) Public Works Director Report - Rob Werley

GUSA PW report Sept 2020

D) Scheduled Business

1) Discussion and possible action to approve minutes from September 8, 2020 meeting.
(Wendy Knight, Secretary)

Moved by Brandon Kearns, seconded by Momodou Ceesay

To approve the minutes as presented.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Joyce Calvert				x
Jacqueline Triplett-Lund			x	
Brandon Kearns	x			
	3	0	1	1

CARRIED.

GUSA - 08 Sep 2020 - Minutes - Html

2) Discussion and presentation of the Engineering Report and Master Planning by Tetra Tech as mandated by the ODEQ Consent Order. No action will be taken.
(Lynn Burrow, Community Development Director)

A presentation was made, and discussion held regarding the Engineering Report and Master Planning by Tetra Tech as mandated by the ODEQ Consent Order. No action was taken.

10 05 20 Tetra Tech Presentation
2020 10 05 Glenpool_WWTP Council Presentation_Final-ss

3) Discussion and possible action to approve a quote from Barnhart Excavating for fire hydrant repairs in an amount not to exceed $27,250.00, to be funded from the approved FY 20/21 Annual Budget under Item No. 02-6-16-6273: Repair and Maintenance, and to authorize the City Manager to execute the same.
(Lynn Burrow, Community Development Director)

Mr. Burrow presented and recommended Board approval of a quote from Barnhart Excavating for fire hydrant repairs in an amount not to exceed $27,250.00, to be funded from the approved FY 20/21 Annual Budget under Item No. 02-6-16-6273: Repair and Maintenance. The proposal covers the various equipment and parts necessary for the replacement of three existing gate valves, one fire hydrant assembly, and miscellaneous parts and restoration materials located in Kendalwood Addition. The three valves and fire hydrant involved with this replacement were originally installed in the early 1980' s and therefore have been in service approximately thirty-five (35) years. It should be noted that all of the existing hydrants within the Kendalwood Additions were originally installed without mainline or branch line valving that is necessary to isolate defective hydrants without shutting off service to a significant number of residences in the vicinity of any particular hydrant. As noted in the proposal, the major cost involved with this replacement is due to the need for a specialty type valve to be spliced into the existing mainline servicing this particular hydrant. It should be noted that the installation of this type of mainline valve is now the current standard method being used on all new waterline installations within the City.

Moved by Momodou Ceesay, seconded by Brandon Kearns

To approve the quote from Barnhart Excavating for fire hydrant repairs in an amount not to exceed $27,250.00, to be funded from the approved FY 20/21 Annual Budget under Item No. 02-6-16-6273: Repair and Maintenance, and to authorize the City Manager to execute the same.

Motion carried.

10 05 20 Fire Hydrant Repair Project

4) Discussion and possible action to approve Fourth Addendum to City Manager Employment Contract, between and among the City Council, the Glenpool Utility Services Authority and David Tillotson for the term July 1, 2020 – June 30, 2024.
(Lowell Peterson, City Attorney)

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

To approve Fourth Addendum to City Manager Employment Contract, between and among the City Council, the Glenpool Utility Services Authority and David Tillotson for the term July 1, 2020 – June 30, 2024, Option B.

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

CARRIED.

Glenpool CM - 4th Addendum - FINAL 100120

E) Adjournment
Chairman Fox declared the meeting adjourned at 9:13 p.m.

City Of Glenpool Creating Opportunity

MEMORANDUM

TO: BOARD OF TRUSTEES
GLENPOOL UTILITY SERVICES AUTHORITY

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: REQUEST FOR CHANGE ORDER: BARNHART EXCAVATING
ROLLING MEADOWS SANITRY SEWER RELOCATION PROJECT

DATE: NOVEMBER 2, 2020

BACKGROUND

This item is for Board review and approval regarding a Request for Change Order submitted by Bret Barnhart Excavating in the amount of $3,634.02 per the attached invoice. The request covers the additional expense incurred by the Contractor regarding the need to utilize specialized hydro-excavating equipment due to the discovery of numerous underground utilities previously unknown along the course of the relocated sanitary sewer mainline in Rolling Meadows Addition. The site survey provided by the project Surveyor as well as the field locations performed by CALL OKIE just prior to the start of construction failed to locate between 8 and 10 additional underground utilities that the new sewer relocation line was required to cross in two separate locations. These existing utilities are illustrated in the attached photo. The request for change order covers the cost to rent specialized equipment needed to perform the necessary trenching around and under these existing utilities to avoid damage and extensive repair costs.

Staff Recommendation:

Staff has reviewed the attached invoice from Barnhart Excavating and recommends approval of the specified amount as additional service required due to unanticipated underground utility locations discovered after the start of construction. Staff recommends approval be given to fund this additional expense from the approved FY 2020/2021 Annual Budget under Item No. 02-6-16-6273: Repair and Maintenance.

Attachments:

A. Invoice: Bret Barnhart Excavating
B. Site Photo

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

www.glenpoolonline.com

bret barnhart
EXCAVATING
700 Commercial Ave. Mounds, OK 74047
Phone: 918.827.6005
www.BarnhartExcavating.com

INVOICE

Invoice No: 1821
Date: 10/22/2020
Due Date: 11/21/2020

Bill To:

City of Glenpool
503 W 138th St.
Glenpool, OK 74033

Job No: 20-35B
Description: Rolling Meadows (COGlenpool)
PO #:

Date	Description	Unit Price	Quantity	Extended Price
10/22/2020	Hydro-excavator	3,634.02	1.00	3,634.02

Thank You For Your Business!

Amount Now Due: 3,634.02

Terms: Net 30

City Of Glenpool
Creating Opportunity

STAFF REPORT

To: Honorable Chairman and GUSA Board of Trustees

From: John Gonsalves, Finance Director/Treasurer Date:

November 02, 2020

Re: FY 2020-2021 Second QTR Blanket Purchase Orders

Background:

A blanket Purchase Order (PO) is a PO that is valid for a specified time period and authorizes multiple orders during that time period, and are useful when there is a recurring need for goods or services from a single vendor which are paid as part of a monthly charge account or contract. Examples of situations in which we normally utilize Blanket Purchase Orders include oil changes, miscellaneous vehicle parts, building maintenance parts, etc. These purchases are still each individually reviewed by the various departments and by Finance before being paid to make sure they are appropriate and within budget.

Susan, David, Darrell Colbert (our Accounts Payable Clerk) and I have been working to streamline various finance department processes dealing with purchase orders and purchasing in general over the past several months. As part of this review process for blanket purchase orders we have come to believe that best practice, and possibly state law, should require that the GUSA Board of Trustees approve all blanket purchase orders before they are encumbered. Oklahoma statutes Title 62, Public Finance 62-310.8, says Municipalities may issue blanket purchase orders for recurring purchases of goods or service if a maximum authorized amount for all purchases pursuant to a blanket purchase order is specified in the order and approved by the governing board. While this is not an issue that has been raised in the past by our auditors, we believe it necessitates a proactive response from us at this time. We are developing a written purchase order policy/SOP that will include specific processes for blanket purchase orders, but until that is finalized, we feel it is best to bring these to you quarterly for approval.

The following blanket purchase orders are submitted for your consideration:

Staff Recommendation:

Staff recommends approval of the blanket purchase order as printed.

Attachments:

- Blanket PO Detail List

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

GUSA BLANKET PURCHASE ORDERS
FY 2020-2021 SECOND QTR

Vendor/Department		GL Account	Dept Amount	Blanket Total	Description
AIRGAS		MULTI			OXYGEN/ACETYLENE RENTALS
	GLENPOOL UTILITIY SERVICE AUTHORITY	02-6-16-6230	$ 25.00	$ 25.00	TANK RENTALS
AMERICAN WASTE CONTROL INC.		MULTI			CITY WIDE PICK & CITY BLD PICK UP
	CITY WIDE PICK UP	02-6-19-6252	$ 160,000.00		REFUSE PICK UP
	CITY BLD/PKS PICKUP	02-6-19-6252	$ 2,500.00	$ 162,500.00	REFUSE PICK UP
ATWOODS		MULTI			
	GUSA	02-6-16-6206	$ 50.00		SMALL TOOLS & MINOR
	GUSA	02-6-16-6202	$ 50.00		OPERATING SUPPLIES
	GUSA	02-6-16-6272	$ 50.00		OPERATING SUPPLIES
	GUSA	02-6-16-6224	$ 475.00		UNIFORM/CLOTHING
	GUSA	02-6-16-6273	$ 50.00	$ 675.00	BUILDING REPAIRS
AUTOZONE		MULTI			
	GUSA	02-6-16-6271	$ 50.00		VEHICAL/PARTS REPAIR
	GUSA	02-6-16-6202	$ 25.00		OPERATING SUPPLIES
	GUSA	02-6-16-6206	$ 50.00		SMALL TOOLS & MINOR
	GUSA	02-6-16-6272	$ 50.00		EQUIPMENT REPAIR
	GUSA UT	02-6-17-6273	$ 12.50	$ 187.50	BUILDING REPAIRS
BANK OF OKLAHOMA		MULTI			
	OWRB ORF-11-0002-CW ($12,869.12)	02-6-90-6565	$ 19,303.69		OWRB CRF-11-0002-CW
	INT-OWRB ORF-11-0002-CW ($3,848.00)	02-6-90-6555	$ 5,772.00		INTREST OWRB CRF-11-0002-CW
	OWRB ADMIN FEES ($973.07)	02-6-90-6560	$ 1,459.60		ADMIN FEES OWRB
	INTREST GLNPL 2019 TAX BND A/B ($100,535.34)	02-6-90-6555	$ 308,968.57		INTREST SERIES 2010 A/B BOND
	PRINC GLNPL 2019 TAX BND ($120,045.81)	02-6-90-6563	$ 367,500.00		SERIES 2011 BONDS
	81-9116-04-7-2011 REF BOND SINK F	02-6-90-6570	$ 125.00		BOND TRUSTEE FEE
	83-8667-01-2-2011 CW SRF OWRB	02-6-90-6570	$ 1,500.00	$ 704,628.85	BOND TRUSTEE FEE
BREWER RUSSELL EXTERMINATIONS		MULTI			
	PUBLIC WORKS (20.00)	02-6-16-6235	$ 60.00		PEST CONTROL
	GUSA UT (30.00)	02-6-17-6235	$ 90.00	$ 150.00	PEST CONTROL
BROOKS GREASE SERVICE		MULTI			GREASE TRAP CLEANING SVC
CHARLEY'S SOUTHSIDE LOCK & SAFE		MULTI			
	GUSA	02-6-16-6273	$ 75.00		BUILDING REPAIRS
	GUSA	02-6-16-6272	$ 25.00		EQUIPMENT REPAIR
	GUSA UT	02-6-17-6273	$ 12.50	$ 112.50	BUILDING REPAIRS
CITY WIDE PLUMBING		MULTI			
	GUSA	02-6-16-6273	$ 12.50		BUILDING REPAIRS
	GUSA UT	02-6-17-6273	$ 25.00	$ 37.50	BUILDING REPAIRS
CORE & MAIN LP		MULTI			
	GUSA	02-6-16-6202	$ 5,000.00		WATER/WWTP PARTS
	GUSA	02-6-16-6272	$ 75.00	$ 5,075.00	EQUIPMENT REPAIR
DATAPROSE, LLC		MULTI			
	BILL PRINTING JULY-JUNE	02-6-17-6235	$ 1,590.00		BILL PRINTING
	LATE NOTICES JULY-JUNE	02-6-17-6235	$ 300.00		LATENOTICES
	POSTAGE JULY-JUNE	02-6-17-6234	$ 5,000.00		POSTATGE
	UT/WD	02-6-17-6202	$ 25.00		SUPPLIES
	GUSA	02-6-16-6202	$ 12.50		SUPPLIES
	GUSA	02-6-16-6273	$ 125.00		SOD REPAIRS
	GUSA/UT	02-6-17-6235	$ 750.00		JANI SVC
	GUSA	02-6-16-6202	$ 50.00		SHIPPING CHARGES
	GUSA UT	02-6-17-6202	$ 12.50		SHIPPING CHARGES
	GUSA	02-6-16-6204	$ 3,825.00	$ 11,690.00	FUEL
GREEN COUNTRY TESTING		02-6-16-6202			BOD/TSS-CBOD TEST
	GUSA UT	02-6-17-6235	$ 225.00		COPIER SERVICE
	GUSA UT	02-6-17-6202	$ 50.00		COFFEE SVC
	GUSA	02-6-16-6271	$ 200.00		VEHICAL/MAINT/REPAIR

GUSA	02-6-16-6273	$ 50.00		BUILDING REPAIRS
GUSA/UT	02-6-17-6273	$ 25.00		BUILDING REPAIRS
GUSA	02-6-16-6272	$ 50.00		EQUIPMENT REPAIR
GUSA	02-6-16-6273	$ 50.00		BUILDING REPAIRS
GUSA/UT	02-6-17-6273	$ 50.00		BUILDING REPAIRS
GUSA/UT	02-6-17-6202	$ 25.00		MISC SUPPLIES
GUSA	02-6-16-6272	$ 50.00		EQUIPMENT REPAIR
GUSA	02-6-16-6202	$ 250.00		OPERATING SUPPLIES
GUSA	02-6-16-6273	$ 50.00		BUILDING REPAIRS
GUSA	02-6-16-6206	$ 125.00		TOOLS/MINOR EQUIP
GUSA UT	02-6-17-6202	$ 25.00		OPERATING SUPPLIES
GUSA UT	02-6-17-6273	$ 75.00		BUILDING REPAIRS
GUSA	02-6-16-6271	$ 50.00	$ 1,350.00	AUTO REPAIR
OMAG	MULTI			
LIABILITY & AUTO	MULTI	$ 4,444.00		**LIABILITY & AUTO**
PROPERTY	MULTI	$ 6,446.00		**PROPERTY**
WORKMANS COMP	MULTI	$ 16,415.88		**WORKERS COMP INS**
GUSA	02-6-16-6272	$ 125.00		EQUIPMENT REPAIR
GUSA	02-6-16-6271	$ 50.00		VEHICAL/PARTS REPAIR
GUSA	02-6-16-6206	$ 50.00		SMALL TOOLS & MINOR
GUSA	02-6-16-6202	$ 50.00		OPPERATIONAL SUPPLIES
GUSA	02-6-16-6262	$ 87.50		TOLL USAGE
GUSA/UT	02-6-17-6262	$ 0.25	$ 27,668.63	TOLL USAGE
PREGLER LAWN EQUIPMENT CO.	MULTI			
RG3 METER COMPANY	MULTI			
GUSA - NEW	02-6-16-6202	$ 2,500.00		AMR METERS NEW SVC
GUSA - REPAIR	02-6-16-6272	$ 1,250.00		EQUIPMENT REPAIR
GUSA	02-6-16-6271	$ 875.00		VEH/MAINT REPAIR
GUSA UT	02-6-17-6201	$ 75.00		OFFICE SUPPLIES
GUSA UT	02-6-17-6202	$ 50.00		OPERATING SUPPLIES
GUSA	02-6-16-6201	$ 12.50		OFFICE SUPPLIES
GUSA	02-6-16-6202	$ 25.00		TOOLS/MINOR EQUIP
UT (138.20)	02-6-17-6235	$ 387.25		OFFICE 365
GUSA (209.53)	02-6-16-6235	$ 563.25		OFFICE 365
GUSA UT	02-6-17-6201	$ 250.00		OFFICE SUPPLIES
GUSA UT	02-6-17-6273	$ 125.00		BUILDING REPAIRS
GUSA UT	02-6-17-6202	$ 250.00		OPERATING SUPPLIES
GUSA	02-6-16-6202	$ 125.00		OPERATING SUPPLIES
GUSA	02-6-16-6201	$ 50.00		OFFICE SUPPLIES
ST/PK	02-6-16-6272	$ 12.50		EQUIPMENT REPAIR
ST/PK	02-6-16-6206	$ 12.50		SMALL TOOLS & MINOR
GUSA	02-6-16-6202	$ 12.50		SUPPLIES
GUSA	02-6-16-6202	$ 25.00		OPERATIONAL SUPPLIES
GUSA	02-6-16-6273	$ 25.00		BUILDING REPAIRS
GUSA/UT	02-6-17-6202	$ 50.00		OPERATIONAL SUPPLIES
GUSA/UT	02-6-17-6273	$ 25.00		BLD/EQUIP REPAIR
GUSA	02-6-16-6202	$ 50.00		OPERATIONAL SUPPLIES
GUSA	02-6-16-6273	$ 25.00		MAINT/RPR
GUSA	02-6-16-6272	$ 50.00		EQUIPMENT REPAIR
GUSA	02-6-16-6206	$ 25.00		SMALL TOOLS & MINOR
GUSA	02-6-16-6224	$ 125.00		UNIFORM/CLOTHING
GUSA/UT	02-6-17-6273	$ 25.00		BUILDING REPAIRS
GUSA/UT	02-6-17-6202	$ 25.00	$ 7,025.50	OPERATING SUPPLIES
UTILITIY SUPPLY	MULTI			
GUSA	02-6-16-6202	$ 750.00		OPPERATIONAL SUPPLIES
GUSA	02-6-16-6272	$ 1,000.00		EQUIPMENT REPAIR
GUSA	02-6-16-6272	$ 750.00		MRO SUPPLIES/EQUP/REPAIR
GUSA	02-6-16-6202	$ 250.00		MRO SUPPLIES
GUSA	02-6-16-6273	$ 250.00		MRO SUPPLIES/EQUP/REPAIR
GUSA	02-6-16-6224	$ 25.00		UNIFORM/CLOTHING
WD/WS	02-6-16-6235	$ 200.00		GPS TRAC/IPAD USAGE
GUSA	02-6-16-6271	$ 25.00	$ 3,250.00	AUTO REPAIR

TOTAL	$ 924,375.48

City Of Glenpool

Creating Opportunity

STAFF REPORT

To: Honorable Chairman and GUSA Board of Trustees

From: John Gonsalves, Finance Director/Treasurer

Date: November 02, 2020

Re: FY2019-2020 Encumbrance Rollover to FY2020-2021

Background:
The proposed Encumbrance Rollover reflects 2019-2020 fiscal year-end encumbrances that were not completed during the fiscal year. Any encumbrances (Purchase Orders) that carry a balance at the end of the previous fiscal year are "rolled over" into the current year, and the budgets that supported those balances are also added to the current budget. Any incomplete projects that carry a budget balance at the end of the previous fiscal year are also rolled over into the current fiscal year. These amendments adjust the budgeted beginning fund balances, based on the previous year's final ending balance numbers.

The attached purchase was approved by Council on 6/15/2020 in the amount of $11,940.00. $4,170.00 was paid last fiscal year which leaves a balance of $7,770.00 to be rolled over to FY2020-2021

Staff Recommendation:
Staff recommends a motion to approve encumbrance rollovers from FY2019-2020 to FY2020-2021.

Attachments:
FY 2019-2020 Encumbrance Rollover

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

City of Glenpool-GUSA

Fund	Account	Vendor	Amount	Purchase Order #	Description	Date Approved By Council
2	02-6-16-6272	Evans Enterprises, Inc	$ 7,770	20-10841	Emergency repair 25HP Submersible Pump and 5HP Submersible Pump	6/15/2020
	Total		$ 7,770			

City Of Glenpool
Creating Opportunity

STAFF REPORT

To: Honorable Chairman and GUSA Board of Trustees

From: John Gonsalves, Finance Director/Treasurer

Date: November 02, 2020

Re: Proposed Budget Amendment for FY2020-2021

Background:

To reflect the encumbrance rollover to the FY2020-2021 Budget an amendment must be authorized by Council. The attached budget amendment exhibits an increase to revenue and expenditure to cover the cost of incomplete projects that was rolled over from FY2019-2020 to FY2020-2021.

Attached is a detailed list of requested amendment.

Staff Recommendation:

Staff recommends approval of Budget Amendment Form GUSA-1

Attachments:

FY2020-2021 Budget Amendment Form GUSA-1

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

City of Glenpool - GUSA
Budget Amendment

Fiscal Year: 2020-2021

Amendment No: GUSA 1

Date Requested: 2-Nov-20

REVENUE

Fund	Account Number	Acct Name	Amount	New Budget Amount
2	02-5-00-5409	TRANSFER FROM FUND BALANCE	$ 7,770	$ 7,770
		Total:		

EXPENSES

Fund	Account Number	Acct Name	Amount	New Budget Amount
2	02-6-16-6272	Equipment Repair	$ 7,770	$ 31,045

Approved by the City of Glenpool:

Chairman

Date

STAFF REPORT

To: Honorable Chairman and GUSA Board of Trustees

From: John Gonsalves, Finance Director/Treasurer

Date: November 02, 2020

Re: FY2020-2021 Encumbrance

Background:

On June 1, 2020, the Board approved a contract with Tetra Tech for $224,700.00 to cover the work required under the ODEQ Consent Decree. GUSA has paid $64,053.40 of this contract for work done through the end of the FY19-20 fiscal year. The remaining balance of $172,646.60 will need to be encumbered from this year's funds since we cannot carry over purchase orders from one fiscal year to the next. Since we had requested funds as part of this year's approved budget, we do not need a budget amendment to cover this expense. The purchase order will be encumbered from account 02-6-16-6244, Engineering Fees.

Staff Recommendation:

Staff recommends the Board authorize the encumbrance of $172,6464.60 to Tetra Tech to cover the work remaining to be done on the contract.

Attachments:

none

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

City Of Glenpool
Creating Opportunity

Glenpool Utility Service Authority

To: City of Glenpool, Mayor and City Council
Glenpool Utility Services Authority, Chair and Board of Trustees

From: John Gonsalves, Finance Director

Date: November 02, 2020

Subject: Annual Issuance of $25,000, plus incremental increases, in Compliance with the Agreement of Settlement, Compromise and Release (“Settlement Agreement”) entered into with Creek County Rural Water District #2 in Settlement of Litigation

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Background:

In the Settlement Agreement that terminated the litigation between the City of Glenpool and the Glenpool Utility Services Authority (together “Glenpool”) and Creek County Rural Water District #2 (“Creek-2”) in May of 2015, Glenpool undertook the obligation to make certain payments to Creek-2 in consideration of the right to serve water to areas of the Glenpool city limits that have been or will be annexed after March 2, 2012 (known as the “Permissive Area.”

Section 6 (c) of the Settlement Agreement provides for the payment of a one-time Meter Connection Fee for each new metered connection added by Glenpool on and after the Effective Date of the Settlement Agreement within the Permissive Area. The initial amount of this payment was $800.00 per connection for connections of less than one-inch (1") in diameter and was $1,200.00 per connection for connections that are one-inch (1") or larger in diameter. The Meter Connection Fee has been, and shall continue to be, adjusted annually by the Consumer Price Index for Urban dwellers (“CPI-U”), starting with the first Payment Adjustment Date in February 2016, for the life of the Agreement.

Section 6 (d) of the Settlement Agreement provides for the payment by Glenpool of a monthly Royalty for each Active Water Connection maintained by Glenpool within the Permissive Area commencing with the first Glenpool Utility Billing Cycle beginning after the Effective Date in the initial amount of $7.75 per month for each such connection (regardless of pipe size). Like the Meter Connection Fee, the monthly Royalty payment is also adjusted annually on the basis of periodic updates based on the CPI-U throughout the Term of the Agreement.

A critical feature of the Annual Audit Report recently approved by the governing bodies of Glenpool and Creek-2 is that it provides annually for confirmation of, among other things, Glenpool’s payments of the foregoing Meter Connection Fees and Royalties.

Section 14(c) of the Agreement provides for the annual issuance of a letter of credit to secure performance of Glenpool’s reporting and payment obligations referenced above. If the Audit discloses any deficiency of payments under Sections 6(c) and (d), Creek-2 has the option to rely

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

on the letter of credit as a means of recovering all or a portion of such deficiency pending any other remedies Creek-2 may be entitled to.

Glenpool is required to maintain, without interruption, said letter of credit for each year of the Term of the Agreement. The performance security covering the first year from the Effective Date of the Agreement was in the amount of $25,000.00. That amount increases every year throughout the term of the Agreement in such a way that a guaranteed amount of 110% of the amount of the total amount of payments for Meter Connection Fees and monthly Royalty fees, for the immediately preceding audit year is added to the letter of credit. This 110% formula also applies every year for the Term of the Agreement.

Recommendation

The letter of credit to cover any event of default for audit year July 1, 2020 through June 30, 2021 is in the amount of $26,458.00. Staff recommends that the City Council and the GUSA Board of Trustees approve that amount and authorize Mayor Fox to sign all documents required by BancFirst to ensure issuance of this audit year's letter of credit.

Attachments

- Application and Agreement for Irrevocable Letter of Credit
- Promissory Note in the amount of $26,458.00
- Disbursement Request and Authorization

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$26,458.00	10-14-2020	10-14-2021	0070000057	4A / 28	***	CWS	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.

Borrower: City of Glenpool
12205 S Yukon Ave
Glenpool, OK 74033-6635

Lender: BANCFIRST
GLENPOOL
394 EAST 141ST
P. O. BOX 1089
GLENPOOL, OK 74033-1089
(918) 322-9015

Principal Amount: $26,458.00 **Date of Note: October 14, 2020**

PROMISE TO PAY. City of Glenpool ("Borrower") promises to pay to BANCFIRST ("Lender"), or order, in lawful money of the United States of America, the principal amount of Twenty-six Thousand Four Hundred Fifty-eight & 00/100 Dollars ($26,458.00), together with interest on the unpaid principal balance from October 14, 2020, until paid in full.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one principal payment of $26,458.00 plus interest on October 14, 2021. This payment due on October 14, 2021, will be for all principal and all accrued interest not yet paid. Unless otherwise agreed or required by applicable law, payments will be applied to accrued unpaid interest, then to principal, then to any late charges, then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. All payments must be made in U.S. dollars and must be received by Lender consistent with any written payment instructions provided by Lender. If a payment is made consistent with Lender's payment instructions but received after 5:00 PM on a business day, or received any time on a weekend, or received any time on a legal public holiday, Lender will credit Borrower's payment on the next business day.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the The Prime Rate as quoted in the Money Rates Section of the Wall Street Journal (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each DAY. Borrower understands that Lender may make loans based on other rates as well. **The Index currently is 3.250% per annum.** Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.000 percentage point over the Index (the "Margin"), rounded to the nearest 0.125 percent, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 4.250% per annum based on a year of 360 days. If Lender determines, in its sole discretion, that the Index has become unavailable or unreliable, either temporarily, indefinitely, or permanently, during the term of this Note, Lender may amend this Note by designating a substantially similer substitute index. Lender may also amend and adjust the Margin to accompany the substitute index. The change to the Margin may be a positive or negative value, or zero. In making these amendments, Lender may take into consideration any then-prevailing market convention for selecting a substitute index and margin for the specific Index that is unavailable or unreliable. Such an amendment to the terms of this Note will become effective and bind Borrower 10 business days after Lender gives written notice to Borrower without any action or consent of the Borrower. NOTICE: Under no circumstances will the interest rate on this Note be less than 0.000% per annum or more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: BANCFIRST, GLENPOOL, 394 EAST 141ST, P. O. BOX 1089, GLENPOOL, OK 74033-1089.**

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged $50.00.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 21.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oklahoma without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Oklahoma.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of $25.00 if Borrower makes a payment on Borrower's loan and the check or other payment order including any preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts.

COLLATERAL. Collateral securing other loans with Lender may also secure this loan. To the extent collateral previously has been given to Lender by any person which may secure this loan, whether directly or indirectly, it is specifically agreed that, to the extent prohibited by law, all such collateral consisting of household goods will not secure this loan. In addition, if any collateral requires the giving of a right of rescission under Truth in Lending for this loan, such collateral also will not secure this loan unless and until all required notices of that right have been given.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under the Note shall be solely governed by the provisions found in the Application for Letter of Credit No. 0070000057 as further referenced.

LETTER OF CREDIT PROVISION. The purpose of this promissory note is to fund Letter of Credit No. 0070000057, in favor of Rural Water District NO. 2, Creek County as Beneficiary, in the event said Letter of Credit No. 0070000057 is presented for payment by Beneficiary. Advances made on this note are solely governed by the provisions of the aforementioned Application for Letter of Credit No. 0070000057.

Borrower acknowledges its total inability to affect the advance(s) of the proceeds of this promissory note.

LENDER'S RIGHTS REGARDING FEES AND CHARGES. The late fee on this loan may increase, but will never be more than the maximum allowed by law.

PRIOR NOTE. PROMISSORY NOTE # 0070000057, DATED OCTOBER 14, 2019 IN THE AMOUNT OF $25,211.90.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: BANCFIRST, GLENPOOL, 394 EAST 141ST, P. O. BOX 1089, GLENPOOL, OK 74033-1089.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

CITY OF GLENPOOL

By: ______________________	**By:** ______________________
Timothy L Fox, Mayor of City of Glenpool	**Timothy L Fox, Mayor, in connection with this transaction of City of Glenpool**

BancFirst.

APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT

Amount of Credit	Issue Date	Expiration Date	Loan Number	Letter of Credit Number	Officer ID	Initials
$26,458.00	10-14-2020	10-14-2021	0070000057	0070000057	CWS	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.

Borrower: City of Glenpool
12205 S Yukon Ave
Glenpool, OK 74033-6635

Lender: BANCFIRST
GLENPOOL
394 EAST 141ST
P. O. BOX 1089
GLENPOOL, OK 74033-1089
(918) 322-9015

Beneficiary: Rural Water District No. 2, Creek County
2425 W 121st St
Jenks, OK 74037

APPLICATION FOR LETTER OF CREDIT. Borrower hereby requests Lender indicated above to issue a Letter of Credit substantially in the form attached hereto and incorporated herein by this reference. In issuing the Letter of Credit, Borrower expressly authorizes Lender to make such changes from the terms set forth in this Agreement as the Lender in Lender's sole discretion may deem advisable provided that no such change shall vary the material terms hereof.

INSPECTION OF DRAFTS AND ACCOMPANYING DOCUMENTS. Borrower authorizes Lender to accept, honor, or pay (as applicable) against any draft or other document which on its face appears otherwise in order and is signed, issued, or presented by any party or under the name of any party a) purporting to act with authority (actual or apparent) on behalf of the Beneficiary in whose name the Letter of Credit requires that any draft or document must be drawn, issued, or presented; b) purporting to claim through such Beneficiary; or c) posing as such Beneficiary. Borrower agrees to reimburse Lender any and all amounts which Lender pays under the Letter of Credit notwithstanding any legal or factual insufficiency or infirmity in such party's conduct or documents under clauses a), b), or c) in this paragraph.

REPAYMENT OF DRAFTS. Borrower shall immediately repay Lender upon demand, unless otherwise provided, in United States currency for any amounts paid by Lender under the Letter of Credit. Borrower's obligation to repay Lender for any such amounts paid under the Letter of Credit shall be absolute, unconditional, and irrevocable.

INTEREST. All fees and all other amounts payable under this Agreement shall bear interest from their due date or with respect to any draft presented under the Letter of Credit, from the date of payment of any draft at the interest rate and under the terms set forth in the Note executed in conjunction with this Agreement. The Note shall evidence the obligation of Borrower herein to repay Lender for any amounts paid under the Letter of Credit.

SECURITY INTEREST. To secure the payment and performance of Borrower's obligations and duties described in this Agreement and Related Documents, if any, Borrower grants Lender a security interest in: 1) all goods and documents that come into Borrower's actual or constructive possession, custody, control, or in which Borrower may acquire an interest in connection with the Letter of Credit; 2) all goods and documents that come into Lender's actual or constructive possession, custody or control, or that of any of Lender's correspondents in connection with the Letter of Credit; 3) all of Borrower's right, title and interest in Borrower's accounts, monies, instruments, savings, checking, share and other accounts (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties) that come into Lender's actual or constructive possession, custody or control. Borrower's obligations under this Agreement and Related Documents are also secured by the collateral described in any security instrument(s) executed in connection with this Agreement, and any collateral described in any other security instrument(s) securing this Agreement or all of Borrower's obligations to Lender.

Default. Default will occur if payment of the Indebtedness in full is not made immediately upon demand.

RIGHTS OF LENDER ON EVENT OF DEFAULT. If there is an Event of Default as set out in the Default paragraph of this Agreement, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

a) to declare any unpaid amounts plus accrued interest under this Agreement and under the Note, if any, and all other present and future obligations of Borrower immediately due and payable in full, such acceleration shall be automatic and immediate if the Event of Default is a filing under the Bankruptcy Code;

b) to require Borrower to deposit with Lender the full amount of any additional monies capable of being drawn under the Irrevocable Letter of Credit;

c) to collect the outstanding obligations of Borrower;

d) to forthwith setoff and/or segregate without notice or demand, Borrower's obligations against any amounts due to Borrower including, but not limited to, monies, instruments, and deposit amounts maintained with Lender;

e) to sell any goods or documents covered by any security interest granted above; and

f) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. Lender's remedies under this paragraph are in addition to those available at common law, including, but not limited to, the right to set-off. The sale of secured goods or documents will be governed by the Uniform Commercial Code for the State of Oklahoma. If the sale does not pay for the whole amount due, Borrower will pay the shortage to Lender immediately. If the sale results in more than the amount due, Lender will pay the surplus to Borrower or those who have a right to it. If the value of the secured goods declines, Borrower will deliver to Lender on Lender's demand additional collateral that is acceptable to Lender.

INSURANCE. If applicable, Borrower, or a third party, will obtain insurance on all goods described in the Letter of Credit. The insurance will cover fire and other usual risks, and any additional risks Lender may request. Borrower authorizes Lender to collect the proceeds of insurance and apply it against any of Borrower's obligations to Lender.

ASSIGNMENT. Borrower shall not be entitled to assign any of Lender's rights, remedies, or obligations described in this Agreement without the prior written consent of Lender which may be withheld by Lender in Lender's sole discretion. Lender shall be entitled to assign some or all of Lender's rights and remedies described in this Agreement without notice to or the prior consent of Borrower in any manner. The obligations under this Agreement shall bind the heirs, executors, administrators, successors and assigns of Borrower, and all rights, benefits and privileges hereby conferred on Lender shall be and hereby are extended to and conferred upon and may be enforced by Lender's successors and assigns.

RESPONSIBILITIES AND LIABILITIES. Neither Lender nor any of Lender's correspondents shall be responsible for, and Borrower's obligation to reimburse Lender shall not be affected by any change of circumstances or conditions or action of any person related to the Letter of Credit or this Agreement including without limitation: a) the validity, accuracy, sufficiency or genuineness of drafts, documents, certificates, statements or endorsements thereon, even if such drafts, documents, certificates, statements or endorsements thereon prove, in fact, to be in any respect invalid, insufficient, fraudulent or forged; b) any breach of any agreement between Borrower and the Beneficiary of the Letter of Credit or any other party, even if Lender has received notice of same; c) any failure of any draft to bear any reference or adequate reference to the Letter of Credit; d) any act or omission by Lender in connection with the Letter of Credit or related drafts and documents if done in good faith; e) any omissions, interruptions, errors, mis-deliveries or delays in the transmission or delivery of any documents, message or communication by mail, cable, telegram or other media in connection with the Letter of Credit; f) any act, error, default, omission or failure in business of the Beneficiary, any correspondent or any other party, or any other act or omission beyond Lender's control; g) any acceptance or payment of overdrafts or irregular drafts or extensions of time limits or other changes or variations in, the Letter of Credit if assented to, orally or in writing, by Borrower; Borrower shall be conclusively deemed to have waived any right to object to such variation unless within three days of receipt of such irregular drafts or documents or notice of such variation, Borrower files written notice with Lender; h) any delay by any party in giving, or failing to give notice of any default under any agreement involving Lender; i) failure by Lender to perfect any interest in or exercise any right with respect to the collateral securing this Agreement or any other security, endorsement, or guarantee it may have for payment of Borrower's obligations; and, j) any amendments to which Borrower has assented.

LIMITED LIABILITY. Lender shall not be responsible to Borrower for, and Lender's right to reimbursement, indemnification, and other payments hereunder shall not be impaired by any act or omission for which an issuer of a letter of credit is relieved of responsibility under the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600 (the "UCP") or other applicable law. In addition, Borrower acknowledges that it has reviewed and agreed to the proposed language of the Letter of Credit and that Lender shall not be responsible for the inclusion or absence of any terms or conditions in that document. Lender shall not be liable for any special, indirect, or consequential damages, unless there is clear and convincing evidence that such damages resulted from Lender's bad faith.

INDEMNITY. Borrower agrees to defend and indemnify Lender (and Lender's directors, officers, employees, attorneys, and agents), on demand and to the fullest extent permitted by law, against each and every claim and liability (and the reasonable costs and legal fees relating thereto) which may arise under or in connection with this Agreement or the Letter of Credit, including, without limitation, actions commenced by the Beneficiary of the Letter of Credit for wrongful dishonor and actions commenced by Borrower to enjoin honor or attach the proceeds of honor.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Borrower's obligations under the Letter of Credit.

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. All prior and contemporaneous representations and discussions concerning such matters either are included in this document or do not constitute an aspect of the agreement of the parties. Except as may be specifically set forth in this Agreement, no conditions precedent or subsequent, of any kind whatsoever, exist with respect to Borrower's obligations under this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Commercial Purposes. This Agreement is being executed for commercial, which includes agricultural, purposes.

Financial Statements. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

Joint and Several Liability. All obligations of Borrower under this Agreement shall be joint and several, and all references to Borrower shall mean each and every Borrower. This means that each Borrower signing below is responsible for all obligations in this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, shall constitute a waiver of any of Lender's rights or of any of Borrower's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. To the extent permitted by applicable law, any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. To the extent permitted by applicable law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Indebtedness or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waiver By Borrower. Borrower waives presentment, demand for payment, notice of dishonor and protest and further waives any right (if any) to require Lender to proceed against anyone else before proceeding against Borrower.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Agreement. The word "Agreement" means this Application and Agreement for Irrevocable Letter of Credit, as this Application and Agreement for Irrevocable Letter of Credit may be amended or modified from time to time, together with all exhibits and schedules attached to this Application and Agreement for Irrevocable Letter of Credit from time to time.

Beneficiary. The word "Beneficiary" means Rural Water District No. 2, Creek County
, and Beneficiary's successors and assigns.

Borrower. The word "Borrower" means City of Glenpool, and all other persons and entities signing the Agreement in whatever capacity.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means BANCFIRST, its successors and assigns.

Letter of Credit. The words "Letter of Credit" mean a letter of credit in the amount of $26,458.00 issued on 10-14-2020, by Lender on behalf of Borrower and in favor of Beneficiary.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT AND BORROWER AGREES TO ITS TERMS. THIS APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT IS DATED OCTOBER 14, 2020.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT.

BORROWER:

CITY OF GLENPOOL

By: ______________________________
Timothy L Fox, Mayor of City of Glenpool

By: ______________________________
Timothy L Fox, Mayor, in connection with this transaction of City of Glenpool

BancFirst

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$26,458.00	10-14-2020	10-14-2021	0070000057	4A / 28	***	CWS	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.

Borrower: City of Glenpool
12205 S Yukon Ave
Glenpool, OK 74033-6635

Lender: BANCFIRST
GLENPOOL
394 EAST 141ST
P. O. BOX 1089
GLENPOOL, OK 74033-1089
(918) 322-9015

LOAN TYPE. This is a Variable Rate Nondisclosable Loan to a Government Entity for $26,458.00 due on demand and, if no demand, on October 14, 2021. This is a secured renewal of the following described indebtedness: PROMISSORY NOTE # 0070000057, DATED OCTOBER 14, 2019 IN THE AMOUNT OF $25,211.90.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

☐ **Personal, Family, or Household Purposes or Personal Investment.**

☒ **Business (Including Real Estate Investment).**

SPECIFIC PURPOSE. The specific purpose of this loan is: TO BACK LETTER OF CREDIT #0070000057 DATED OCTOBER 14, 2020 IN THE AMOUNT OF $26,458.00.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of $26,458.00 as follows:

Amount paid to others on Borrower's behalf:	$26,458.00
$26,458.00 to Rural Water District No 2, Creek County, Oklahoma as governed by the provisions in the Letter of Credit #0070000057	
Note Principal:	$26,458.00

CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:	$0.00
Other Charges Paid in Cash:	$125.00
$125.00 Letter of Credit Fee	
Total Charges Paid in Cash:	$125.00

AUTOMATIC PAYMENTS. If you have elected to have your loan payment automatically drafted from your BancFirst deposit account, your overdraft privilege amount will be considered when processing your payment.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED OCTOBER 14, 2020.

BORROWER:

CITY OF GLENPOOL

By: ______________________________
Timothy L Fox, Mayor of City of Glenpool

By: ______________________________
Timothy L Fox, Mayor, in connection with this transaction of City of Glenpool

2021 CALENDAR YEAR
SCHEDULE OF REGULAR MEETINGS
GLENPOOL UTILITY SERVICE AUTHORITY
GLENPOOL, OKLAHOMA

DATE	TIME	PLACE
JANUARY 4, 2021	6:00 P.M.	GLENPOOL CITY HALL
FEBRUARY 1, 2021	6:00 P.M.	GLENPOOL CITY HALL
MARCH 1, 2021	6:00 P.M.	GLENPOOL CITY HALL
APRIL 5, 2021	6:00 P.M.	GLENPOOL CITY HALL
MAY 3, 2021	6:00 P.M.	GLENPOOL CITY HALL
JUNE 7, 2021	6:00 P.M.	GLENPOOL CITY HALL
JULY 5, 2021	6:00 P.M.	GLENPOOL CITY HALL
AUGUST 2, 2021	6:00 P.M.	GLENPOOL CITY HALL
SEPTEMBER 7, 2021 *	6:00 P.M.	GLENPOOL CITY HALL
OCTOBER 4, 2021	6:00 P.M.	GLENPOOL CITY HALL
NOVEMBER 1, 2021	6:00 P.M.	GLENPOOL CITY HALL
DECEMBER 13, 2020	6:00 P.M.	GLENPOOL CITY HALL

* Denotes Tuesday Meeting

GLENPOOL CITY HALL, City Council Chambers, 12205 S Yukon Ave., Glenpool Oklahoma

APPROVED BY:
TRUSTEES OF THE GLENPOOL UTILITY SERVICE AUTHORITY
12205 S. YUKON
GLENPOOL, OK 74033
918-322-5409
Filed in the office of the City Clerk on the _____ day of November 2020

Signed: ____