

**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 December 2, 2019, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

AGENDA

	Page
A) Call to Order - Timothy Lee Fox, Chairman	
B) Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Timothy Lee Fox, Chairman	
C) Public Works Director Report - Rob Werley	
1) <u>GUSA PW report Nov 2019</u>	2 - 3
D) Scheduled Business	
1) Discussion and possible action to approve minutes from November 4, 2019 meeting. (Wendy Knight, Secretary) <u>GUSA - 04 Nov 2019 - Minutes - Html</u>	4 - 7
2) Discussion and possible action to approve and authorize execution of the Annual Audit Reconciliation Agreement of Compliance with Agreement of Settlement, Compromise and Release (“Settlement Agreement”) to be entered by the City Council and the Glenpool Utility Service Authority Board of Trustees with the Creek County Rural Water District # 2 Board of Directors. (Wendy Knight, City and GUSA Clerk; Lowell Peterson, City Attorney in absentia) <u>STAFF RE REC AGMT 120219</u> <u>Reconciliation Agreement Pursuant to Section 10(f) - 2019 Auditable Period Report</u>	8 - 11

E) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on November 27, 2019 by 4:00 pm.

Signed: Wendy Knight

Secretary



2 December 2019

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

From: Rob Werley, Public Works Director

RE: November 2019 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 November:

Waste Water:

- The Monthly Discharge Monitoring Report for October was submitted to the ODEQ. There were no excursions.
- Annual Wet testing was completed and submitted to ODEQ.
- 3 sewer calls, 1 was a customer issue and 2 were main line stoppages which were partially cleared, stoppages caused by damaged sewer mains
- 2 sewer main repairs
- Temporary repair to manhole damaged by ODOT mowing contractor on Hwy 75
- Cleaning and removal of trash, scrap metal from WWTP
- Made repair to air line and a temporary to 1 diffuser on lagoon cell #2
- Installed new motion sensor for main gate

Water:

- Meter reading started on 1 November and ended on 6 November.
- 8 re-reads were completed for the water billing department.
- 98 Service orders and 4 Blue tags were issued by the water billing department
- 3 water main leaks were repaired
- 6 new water taps were made.
- 185 Line locates were completed.
- Public Works and the Water Dept. staff met with our AMR system manufacturer, RG3, to resolve some issues with our existing system as well as conduct additional training.
- Monthly bac-t samples were taken, all samples passed

Parks:

- Winterized Soccer fields, re-winterized Black & Gold Park after medieval fest
- Empty trash at Black & Gold Park in conjunction with Medieval Festival
- Daily check of parks

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

- Inspect playground equipment at parks
- Trimmed, removed large branches from tree overhanging private property from utility easement on 132nd Pl
- Trim dead branches from trees at Morris and Black and Gold Parks
- Cleaned up around bridge at Morris Park
- Removed graffiti from sign at park

Streets:

- Repaired storm sewer inlet box on 132nd Pl
- Cleaned storm drain inlets various location prior to rain storms
- Filled pot holes, crack seal streets various locations
- Striping project completed on S. Casper
- Striping project completed on Vancouver and Waco
- Install new street signage on Warrior Dr.
- 2 after hour calls for downed street sign
- Prep and install Christmas decorations on 141st

MINUTES
GUSA Meeting
Monday, November 4, 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 6:48 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 minutes from October 7, 2019 meeting.
(Wendy Knight, Secretary)

Moved by Jacqueline Triplett-Lund, seconded by Momodou Ceesay

To approve the minutes as presented.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			

Brandon Kearns	x				
Jacqueline Triplett-Lund	x				
Joyce Calvert			x		
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CARRIED.

[GUSA - 07 Oct 2019 - Minutes - Html](#)

- 2) Discussion and possible action to receive and approve the Annual Audit of Compliance with Agreement of Settlement, Compromise and Release ("Settlement Agreement") as required by Sec. 10 of such Settlement Agreement, dated May 15, 2015 and which settled outstanding litigation between the City and GUSA (together, "Glenpool") and Creek County Rural Water District No. 2 ("Creek-2").
(Lowell Peterson, Attorney for City of Glenpool and Glenpool Utility Services Authority; Wendy Knight, City and GUSA Clerk)

Mr. Peterson recommended Board approval the Annual Audit of Compliance with Agreement of Settlement, Compromise and Release ("Settlement Agreement") as required by Sec. 10 of such Settlement Agreement, dated May 15, 2015 and which settled outstanding litigation between the City and GUSA (together, "Glenpool") and Creek County Rural Water District No. 2 ("Creek-2"). The parties agreed to retain, annually, an independent auditor who will examine all pertinent records and accounts of both parties to determine whether the parties have met their respective reporting and payment obligations during the "Auditable Period" under review. Auditable Period has been defined to conform to Glenpool's fiscal year, the 12-month period from July 1-June 30, for each remaining year of the Agreement.

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

Discussion and possible action to receive and approve the Annual Audit of Compliance with Agreement of Settlement, Compromise and Release ("Settlement Agreement") as required by Sec. 10 of such Settlement Agreement, dated May 15, 2015 and which settled outstanding litigation between the City and GUSA (together, "Glenpool") and Creek County Rural Water District No. 2 ("Creek-2").

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			

Lund
Joyce Calvert x
 5 0 0 0

CARRIED.

[Staff Memo re Audit Report 110419
a2019 - final as submitted to GB's 091619](#)

- 3) Discussion and possible action to approve a quote from Mac Systems in the amount of \$10,000.00 for intercom replacement at the Police and Utility Departments, with \$8,000.00 of this amount to be paid from GUSA Budget Item No. 02-6-17-6202.
(Wendy Knight, City Clerk)

Ms. Knight presented and recommended Board approval of a quote from Mac Systems in the amount of \$10,000.00 for intercom replacement at the Police and Utility Departments, with \$8,000.00 of this amount to be paid from GUSA Budget Item No. 02-6-17-6202. The Utility Department intercom system was originally replaced in November, 2015, and repaired in March, 2018 . The drive-thru window, and 2 walk-up counter units are currently inoperable.

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To approve a quote from Mac Systems in the amount of \$10,000.00 for intercom replacement at the Police and Utility Departments, with \$8,000.00 of this amount to be paid from GUSA Budget Item No. 02-6-17-6202.

	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.

[Intercom Replacement Police and Utility Department 2](#)

- 4) Discussion and possible action to approve 2020 Meeting Calendar.
(Wendy Knight, Secretary)

Ms. Knight presented and recommended Board approval of the 2020

Meeting Calendar.

Moved by Momodou Ceesay, seconded by Brandon Kearns

To approve the 2020 Meeting Calendar.

	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.

[Meeting Schedule 2020 GUSA](#)

D) Adjournment

Chairman Fox declared the meeting adjourned at 6:52 p.m.

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

From: Lowell Peterson, Attorney for City of Glenpool and Glenpool Utility Services
Authority; Wendy Knight, City Clerk and Clerk for GUSA

Date: December 2, 2019

Subject: Annual Audit Reconciliation Agreement of Compliance with Agreement of
Settlement, Compromise and Release ("Settlement Agreement") to be entered with
Creek County Rural Water District # 2

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 proposed, and Creek-2 accepted, a methodology for minimizing and hopefully preventing any future disputes or claims based on multiple years of real or perceived non-compliance by either party. The parties agreed to retain, annually, an independent auditor who will examine all pertinent records and accounts to determine whether the parties have met their respective reporting and payment obligations during the "Auditable Period" under review. Auditable Period has been defined to conform to Glenpool's fiscal year as the 12-month period from the current July 1 – the following June 30 for each year of the Agreement.

Sec. 10 (a) and (b) of the Agreement require the Independent Accountant's Audit Report to be completed within 90 days following the close of the Auditable Period. The Audit Report for FY 2018-2019 was dated and issued to the parties August 30, 2019, approximately 67 days following the end of the Auditable Period.

Sec. 10(d) of the Agreement provides that each party is allowed an additional 90 days following the date of issuance of the annual audit report in which to put the other party on notice of any potential claim and state the claim. In the event either party fails or neglects to present any objections to the audit of the other party's records within such 90 days following issuance of the audit report, such failure or neglect shall act as a waiver of any and all claims of non-compliance with this Agreement that might otherwise have been asserted based on the audit report.

The Audit Report for the Auditable Period of July 1, 2018 – June 30, 2019 determined that, "Based on the agreed-upon procedures performed, we find that the purpose and intent of the [Settlement] Agreement has been met by both Creek-2 and Glenpool for the Auditable Period."

Reconciliation of Records

Sec. 10(f) of the Settlement Agreement requires that, upon the issuance of each mandatory annual audit, the Parties shall reconcile their records in accordance with the results of such audit. Upon expiration of the 90-day notice period following issuance of the audit without notice of default by either Party, the Auditable Period is deemed compliant with the Agreement and the Parties are required to sign a written agreement setting out certain representations explained in further detail in the Agreement.

Sec. 10(g) provides that, "The resulting reconciliation agreement shall be binding on both Parties as a definitive statement of compliance or non-compliance with this Agreement as of the date of such reconciliation agreement."

The written reconciliation agreement is required to state that, according to the applicable Audit Report:

- There were no unreported or unpaid meter connection fees during the Auditable Period.
- Glenpool sent the required monthly report form throughout the Auditable Period.
- Royalty payments were made in a timely manner and otherwise conformed to the Settlement Agreement, including the annual CPI-U adjustment.
- Shared Utility Customer payments for sewer usage were properly remitted by Creek-2 to Glenpool.

Recommendation:

The 90-day review period, during which either party must assert any supportable claims or forever relinquish all right to do so, expired on November 28, 2019.

Legal counsel for both parties to the Settlement Agreement recommend that the City Council, the Glenpool Utility Services Authority Board of Trustees and the Creek-2 Board of Directors approve the attached Agreement acknowledging and confirming that the Independent Accountant's Report on Applying Agreed-Upon Procedures, dated August 30, 2019, accurately reflects the records of both parties as of that date, that all recommendations contained therein have been followed, and that all parties are deemed to be in compliance with so much of the Settlement Agreement as is the subject of said Audit Report.

Enclosure:

Annual Audit Reconciliation Agreement Pursuant to Section 10(f) of the May 2015 Agreement of Compromise, Settlement, and Release

NOTE: Although I will be out of state at the time of the December 2 Council meeting, I can be reached by either a call, text or email at (918) 805-4090 if necessary. Wendy and I have reviewed the audit report extensively and are satisfied that the statements in the proposed Agreement are true and complete. The Council and Board of Trustees should have no hesitation in executing the Agreement.

Lowell

Annual Audit Reconciliation Agreement Pursuant to Section 10(f)
Of the May 2015 Agreement of Compromise, Settlement, and Release

This Agreement is entered into by Creek County Rural Water District No. 2 ("Creek-2"), the City of Glenpool ("Glenpool") and the Glenpool Utility Services Authority ("GUSA") for the purpose of complying with Section 10(f) of the May 2015 Agreement of Compromise, Settlement, and Release ("Settlement Agreement"). Glenpool and GUSA are collectively referred to as "Glenpool." This Agreement complies with said Section 10(f) to the extent, but only to the extent, that it applies to the Auditable Period (as defined in the Settlement Agreement, as amended) of July 1, 2018 - June 30, 2019.

1. Creek-2 and Glenpool warrant to each other that they have reconciled their records in compliance with Section 10(f).
2. Creek-2 and Glenpool warrant to each other that neither party has any legal or equitable claim against the other based on the Independent Accountant's Report on Applying Agreed-Upon Procedures as submitted to the parties on August 30, 2019.
3. In accordance with Section 10(f), Glenpool represents and warrants to Creek-2:
 - (a) Finding: Royalty fees for the number of Active Water Connections in the Permissive Area were calculated correctly and remitted timely. Receipt of the fees was confirmed by a review of Creek-2's records. Amounts paid to Creek-2 for Royalty Fees due on Active Water Connections in the Permissive Area during the Audit Period are correct.
 - (b) Finding: There were no Non-Active Water Connections subject to reconnection and resumption of monthly Royalty payments at the applicable rate.
 - (c) Finding: There were no new meter connections installed in the Permissive Area since the preceding annual audit and, therefore, no new Meter Connection Fees were due to Creek-2 from Glenpool.
 - (d) Finding: There is no record of any Glenpool water connections or charges for properties that are "Reserved Creek-2 Water Customers" in the Released Area.
 - (e) Finding: The annual CPI-U adjustment for Meter Connection Fees and Royalty payments was calculated and applied properly.
4. In accordance with Section 10(f), Creek-2 represents and warrants to Glenpool:
 - (a) Finding: The assessment and collection of wastewater collection service usage charges, based on the total number of Shared Utility Customers and total water consumption over the Auditable Period, was accounted for correctly.

CITY OF GLENPOOL

Signature: _____ Dated: _____

Name: Timothy Lee Fox

Position: Mayor

GLENPOOL UTILITY SERVICES AUTHORITY

Signature: _____ Dated: _____

Name: Timothy Lee Fox

Position: Chairman of the Board of Trustees

CREEK COUNTY RURAL WATER DISTRICT NO. 2

Signature: _____ Dated: _____

Name: Harvey Morris

Position: President of the Board of Directors