

**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 3, 2018, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

AGENDA

	Page
A) Call to Order - Timothy Lee Fox, Chairman	
B) Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Timothy Lee Fox, Chairman	
C) Public Works Director Report - Wes Richter	
1) Public Works Report December 2018	2 - 3
D) Scheduled Business	
1) Discussion and possible action to approve minutes from November 5, 2018 meeting. (Wendy Knight, Secretary) GUSA - 05 Nov 2018 - Minutes - Html	4 - 5
2) Consideration and possible action to approve Change Order No. 3, and authorize the City Manager to execute same on behalf of GUSA, adjusting the base contract amount to a total not to exceed \$928,684.00 for the Speedy's Liftstation Rehab Project. (Wes Richter, Public Works Director) GUSA Presentation 12 03 18 Speedy's Liftstation Change Order No. 3	6 - 10
3) Discussion and possible action to approve and authorize the Mayor, acting also as the Chairman of the Board of Trustees of the Glenpool Utility Services Authority, to execute the Third Amendment to the Agreement of Compromise, Settlement and Release between the City of Glenpool/Glenpool Utility Services Authority and the Creek County Rural Water District #2 ("Creek-2"), subject only to non-substantive amendments as may be agreed to between the Glenpool City Attorney and legal counsel for Creek-2, the City Attorney hereby being authorized to determine in good faith what amendments may be deemed non-substantive, and its effectiveness contingent upon approval and execution by the President of the Board of Directors of Creek-2. (Lowell Peterson, City Attorney) Staff Report for Third Amendment Proposed Third Amendment to Settlement Agreement 120318	11 - 15

E) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on November 30, 2018 at 4:00 pm.

Signed: Wendy Knight
Secretary



Public Works Director's Report

December 3rd, 2018

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.
- 3 sewer backups were reported last month 1 was on the customers side and 2 were on the cities side.
- Received the results from the quarterly bio-monitoring samples we passed.

Water Distribution:

- Meter reading started on November 2nd and ended on November 5th.
- Rereads for November were 8.
- There were 12 meters that had no read due to either damaged or blank screens.
- 175 Service orders, 8 Blue tags were issued by the water billing department
- 0 new service taps and 4 leaks were repaired
- 110 Line locates were issued by call okie which brings the total for 2018 to 1977
- There were 152 turned off for none payment of which 28 had not paid to be turned back by November 28th and were locked up.

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

- The crews have been clearing out right of way areas of little trees and tall weeds now that mowing season is over.
- The crews make morning rounds to Black Gold Park to empty trash cans and pick up the park.
- The playground equipment in all city parks gets checked weekly for graffiti and for any repairs that may need taken care of.
- The crews have been cleaning out storm drains of all the leaves and debris.
- They will start crack sealing when weather permits.

MINUTES
GUSA Meeting
November 5, 2018 Council Chambers 6:00 PM

COUNCIL PRESENT: Tim Fox
Momodou Ceesay
Trish Agee
Brandon Kearns
Jacqueline Triplett-Lund

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

- A Call to Order - Timothy Lee Fox, Chairman**
Chairman Fox called the meeting to order at 8:15 p.m.
- B Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Timothy Lee Fox, Chairman**
Ms. Knight called the roll, Chairman Fox declared a quorum present.
- C Public Works Director Report - Wes Richter**
[Public Works Directors Report Nov 2018](#)
- D Scheduled Business**
- 1) Discussion and possible action to approve minutes from October 1, 2018 meeting.
(Wendy Knight, Secretary)
- Moved by Jacqueline Triplett-Lund, seconded by Trish Agee

To approve the minutes as presented.

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

CARRIED.

- 2) Discussion and possible action to approve 2019 Meeting Calendar.
(Wendy Knight, Secretary)

Ms. Knight presented the 2019 Meeting Calendar, and recommended Board approval.

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To approve the Meeting Calendar as presented.

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

CARRIED.

[Meeting Schedule 2019 GUSA](#)

E Adjournment

Chairman Fox declared the meeting adjourned at 8:19 p.m.



MEMORANDUM

**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. 3**

DATE: DECEMBER 3, 2018

BACKGROUND

This item is for Board review and action regarding the submittal of proposed Change Order No.3 to the existing construction contract with MSB Construction, LLC covering the Speedy's Liftstation rehab. project. The proposed Change Order No. 3 consists of an alignment modification to the original routing proposed for the 14" ID forcemain. This proposed re-route will impact the current scope of work in the Contract Agreement with MSB Construction, LLC:

- An additional \$8,519.00 in project cost is being requested due to the proposed modification to the original forcemain alignment on a section of piping located along the east side of Broadway Avenue - including a short section of piping on 144th Place as illustrated on the attached Sheet No. 8 & 9 of the revised construction plans. The original alignment called for the piping to parallel Broadway Ave. along a route near 144th Place that crosses private property owned by Mr. Charles Ball. Title research indicates that the actual street paving crosses Mr. Ball's property without any dedicated right-of-way and therefore the original forcemain alignment would also cross Mr. Ball's property without right-of-way or utility easement in place to do so legally. The proposed shift in alignment will keep the forcemain within previously dedicated street right-of way and avoid the necessity of acquiring any additional right-of-way or easements. Change Order No. 3 also includes a very minor alignment shift at the point of connection with the existing sanitary sewer manhole along the south side of 141st Street as indicated on Plan Sheet No. 6. If approved, the additional \$8,519.00 change order amount will bring the total contract price of the project to \$928,684.00. It should be noted that no additional contract duration is to be added to the current Substantial Completion and Final Payment dates – May 20, 2019 and June 21, 2019 respectively.

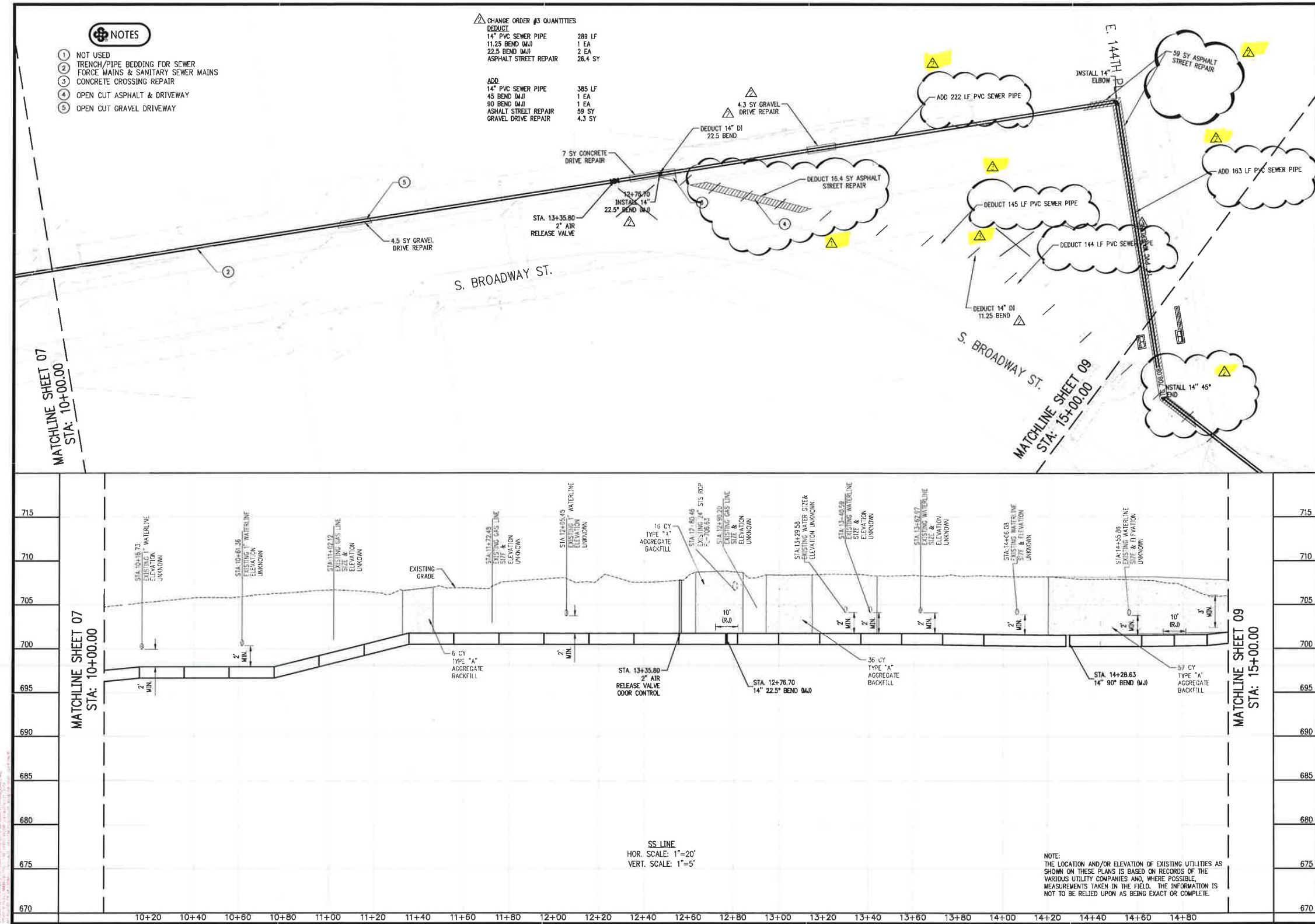
12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
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Staff Recommendation

Having numerous conversations with Mr. Ball, MSB LLC, and Crafton/Tull Engineers, Staff recommends approval of Change Order No. 3 as submitted and to authorize the City Manager to execute same on behalf of GUSA. Doing so will effectively adjust the base contract amount to a total not to exceed \$928,684.00.

Attachments:

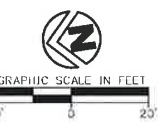
- A. Contract Change Order No. 3
- B. Change-Order No. 3 Construction Plan Sheets





Crafton Tull
architectural | engineering | surveying
918.534.6347 | 918.534.3783
www.craftontull.com

CERTIFICATE OF AUTHORIZATION
CA #73 (P&P) EXPIRES 6/30/2019



GRAPHIC SCALE IN FEET
20' 0' 20'

SPEEDY'S LIFT STATION
GLENPOOL, OK

Key Plan

No.	Description	Date
1	CHANGE ORDER #1	7-31-18
2	CHANGE ORDER #3	11-12-18

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Crafton, Tull & Associates, Inc., and is not to be used, in whole or in part, for any other project, without the written authorization of Crafton, Tull & Associates, Inc.

PROJECT NO: 17-004700
SHEET NO: 17-15/18
CONTRACT: K. SEWELL
CHECKED BY:
ISSUED FOR CONSTRUCTION
11/16/2019
KYLE SEWELL
23969
OKLAHOMA

SS FORCE MAIN P&P SHT. 3

08

STAFF REPORT:
THIRD AMENDMENT TO THE AGREEMENT OF
COMPROMISE, SETTLEMENT AND RELEASE

TO: Mayor Timothy Lee Fox and Honorable Councilors
Acting also as Chairman and Members of the Board of Directors of the Glenpool
Utility Services Authority

FROM: Lowell Peterson, City Attorney

DATE: December 3, 2018

SUBJECT: THIRD AMENDMENT TO THE AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE
between the City of Glenpool, jointly with the Glenpool Utility Services Authority, and the
Creek County Rural Water District #2

Background

The City Council and the Glenpool Utility Services Authority Board are familiar with the Agreement of Compromise, Settlement and Release, effective May 15, 2015, which settled then-pending litigation with the Creek County Rural Water District #2 ("Creek-2"), and which provides that the parties will submit their respective records, to the extent applicable to the Settlement Agreement, to an independent auditor at the close of each fiscal year. The auditor is given 90 days in which to complete her or his audit report, and the parties are given an additional 90 days in which to submit, or forever and unconditionally waive, all claims one against the other.

During the performance of the audit for fiscal year 2017-2018, the auditor was informed of a certain "construction meter" for which the required Royalty payment was made, but there was no payment of the One-Time Connection Fee that is normally charged to a new customer in the Permissive Area when a connection is made to a water main. The City took the position that no such Connection Fee was rightfully due in the case where the connection was to a fire hydrant on a construction use for only temporary use. The City noted that charging such a Connection Fee in the case of a hydrant, and then again when the property connects permanently to a main, would be unequitable to the property developer. The Settlement Agreement makes no provision for this case and the parties never considered it at the time. Because the language of the Settlement Agreement does not make an exception for so-called "construction meters," legal counsel for Creek-2 took the position that such connections are to be treated no differently than permanent customer connections and a Connection Fee is due every time such a connection is made. With substantial bickering and negotiations between the lawyers, they managed to reach a compromise whereby Glenpool agrees to pay Creek-2 a One-Time Connection Fee for the use of any specific hydrant in the Permissive Area once it has been connected for use as a construction meter five times in any fiscal year. After that, no Connection Fee will ever be due for connections to that hydrant, no matter how many such connections or number of different users there may be. The parties also agreed to a somewhat cumbersome but workable method of keeping track of such usage for any hydrant in the Permissive Area.

Counsel for Creek-2 was authorized, and directed, by the Creek-2 Board to cooperate with your City Attorney in documenting a workable solution. We believe we have done that. It has not yet been seen or approved by the Creek-2 Board. Given past experience, I expect there may be some minor edits to the language of the amendment. I will, however, agree to make no changes to the substance of the agreement as described above.

STAFF REPORT:
THIRD AMENDMENT TO THE AGREEMENT OF
COMPROMISE, SETTLEMENT AND RELEASE

The audit report for fiscal year 2017-2018 has been withheld pending resolution of this dispute. Once the parties execute a third amendment to the Settlement Agreement and report such resolution to the auditor, it will be released.

Recommendation:

I recommend that the Council and GUSA approve and authorize the Mayor/Chairman of the Board to execute the attached Third Amendment to the Agreement of Compromise, Settlement and Release, subject only to such non-substantive changes as may be agreed to between the attorneys and further subject to its being approved and executed by the Creek-2 Board.

THIRD AMENDMENT TO THE
AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE

THIS THIRD AMENDMENT TO THE AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE ("Third Amendment") is made and entered into by and between Rural Water District No. 2, Creek County, Oklahoma ("Creek-2") and the City of Glenpool ("City") and the Glenpool Utility Services Authority ("Authority"). Creek-2, City and Authority are each individually referred to as a "Party." City and Authority are collectively referred to as "Glenpool." Glenpool and Creek-2 are collectively referred to as the "Parties."

WHEREAS, the Parties entered into that certain Agreement of Compromise, Settlement and Release executed by the Parties in May, 2015, (the "Agreement").

WHEREAS, the Agreement provided in pertinent part, in Section 5 ("Definitions") as follows: "Meter Connection Fee" shall mean the one-time fee to be paid by Glenpool to Creek-2 with respect to the installation/connection by Glenpool of new water meter connections within the Permissive Area as further provided in Section 6(c) of this Agreement."

WHEREAS, the Agreement provided in pertinent part, in Section 6(c) as follows: "Glenpool shall pay to Creek-2 a one-time Meter Connection Fee for each new metered connection added by Glenpool (or added by any agent, assignee, successor in interest or contractor for Glenpool) on and after the Effective Date within the Permissive Area..."

WHEREAS, an issue has arisen by and among the Parties, as to whether a metered connection made to a Hydrant is a "new metered connection" contemplated by the Agreement for which Glenpool is responsible for paying a one-time Meter Connection Fee. For purposes of this Amendment, "Hydrant" is defined to include any fire hydrant owned and/or operated by Glenpool for the purpose of providing fire protection/fire flow to residents of the City or for the City's own use, specifically within the Permissive Area (as the term Permissive Area is defined in the Agreement) which is utilized for the delivery of water to any third party (with or without compensation being paid to Glenpool for such delivery of water to any third party).

WHEREAS, the Parties desire for this Third Amendment to resolve all doubt and uncertainty as to when and under what circumstances a metered connection to a Hydrant shall result in an obligation for Glenpool to pay a one-time Meter Connection Fee.

NOW, THEREFORE, in consideration of the Parties' entering into this Agreement, the Parties do hereby acknowledge and expressly agree as follows:

1. The recitals (Whereas clauses) above are incorporated into this Third Amendment and made a part hereof, as if fully restated below.
2. In the event that (a) Glenpool permits any third party to connect to any particular Hydrant within the Permissive Area for any length of time, for the purpose of any third party receiving the delivery of water in any volume under any conditions or circumstances, and for any use of said water including but not limited to water for construction, vegetation watering, irrigation, washing, rinsing, oil/gas drilling/fracking, wholesale of water, re-sale of water or for any other

purpose or use of any nature, and (b) such connection as recited in 2(a) above occurs (by the same third party or any different third party) five (5) or more times in any fiscal year (July 1 of any year through June 30 of the next), then in that event, Glenpool agrees that it is responsible to and shall pay a one-time Meter Connection Fee relative to said particular Hydrant to which the five (5) or more connections were made, within 30 days following the fifth (5th) connection. Creek-2 agrees that, subsequent to the fifth (5th) such connection as recited in 2(a) above, and payment by Glenpool of the one-time Meter Connection Fee as recited in 2(b) above, Glenpool shall have entirely fulfilled its obligation with respect to the payment of a Meter Connection Fee relative to said particular Hydrant and shall never thereafter be responsible for a Meter Connection Fee relative to said particular Hydrant. The issuance by Glenpool of any metering device to any third party for the purpose of connection to an identified Hydrant shall be deemed the commencement of a single connection; and return of the same metering device shall be deemed the termination of a single connection for purposes of this section 2 of this Agreement, without regard to whether such third party may detach and reattach such metering device during the term of the permitted use and regardless how brief or long the term of permitted use may be.

3. The Parties agree that any water delivered to any third party under any circumstances from a Hydrant within the Permissive Area is subject to Section 6(d) of the Agreement (payment of Royalty) regardless of how few or how many times a connection is made to the Hydrant during the same fiscal year, or any other time period, throughout the term of the Agreement.

4. Glenpool agrees that it shall maintain accurate records regarding the use of Hydrants within the Permissive Area as defined and described above, which shall consist of not less than: (a) the name and address of each person or entity making use of a Hydrant for the purpose of receiving the delivery of water, (b) the specific location and other identifying information of the Hydrant used for the delivery of water to any third party sufficient for Creek-2 and/or the auditor to locate and identify the Hydrant, (c) the date on which the metering device is issued, which shall, in accordance with section 2 of this Amendment, be deemed the date of a connection to a Hydrant in the Permissive Area, (d) the date on which the metering device is returned which shall, in accordance with section 2 of this Amendment, be deemed the date on which connection to the same Hydrant was terminated, and (e) identification of the specific metering device (by serial number or other identifying mark) used relative to measuring the flow of water delivered to any third party. Glenpool further agrees to provide such records described in this Section 4, to the auditor selected by the Parties with a copy to Creek-2 upon request of the auditor.

5. In all other respects, the Agreement and the First and Second Amendments to the Agreement shall remain in full force and effect and unmodified by this Third Amendment.

6. This Third Amendment is conditioned upon approval by the respective governing bodies of Creek-2, the City and the Authority.

7. This Third Amendment is further conditioned upon approval or non-objection by Creek-2's lenders, the United States Department of Agriculture and the Oklahoma Water Resources Board.

[Signatures Follow On The Next Page]

CREEK COUNTY RURAL WATER DISTRICT NO. 2

Signature: _____ Dated: _____
Printed Name: Harvey Morris
Position: President of the Board of Directors

CITY OF GLENPOOL

Signature: _____ Dated: _____
Printed Name: Timothy Lee Fox
Position: Mayor of the City of Glenpool

THE GLENPOOL UTILITY SERVICES AUTHORITY

Signature: _____ Dated: _____
Printed Name: Timothy Lee Fox
Position: Chairman of the Board of Trustees