



**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 13, 2021 at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

NOTE: The Glenpool Utility Service Authority will be assembled for the meeting at the City Council Chambers, 12205 S. Yukon Ave, Glenpool, Oklahoma. Members of the public are invited to attend the in-person meeting, or join a live broadcast at this link:

Join Zoom Meeting

<https://us02web.zoom.us/j/89753555435?pwd=QzdFVjA1b0lKa1lSUFlKbUNrUUxtdz09>

Meeting ID: 897 5355 5435

Passcode: 974088

One tap mobile

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The GUSA Board welcomes comments from citizens of Glenpool who wish to address any item on the agenda.

- Speakers attending in **PERSON** are required to complete the Request to Speak form located on the agenda table and return to the City Clerk **PRIOR TO THE CALL TO ORDER**.
- Speakers attending via **ZOOM** are required to complete the Request to Speak form located on our website: <https://glenpoolonline.civicweb.net/document/19057/Request%20to%20Speak%20Form.pdf> and email it to the City Clerk: Wknight@cityofglenpool.com **PRIOR TO 6:00 PM, DECEMBER 13, 2021.**

AGENDA

	Page
A) Call to Order - Joyce G. Calvert, Chair	
B) Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Joyce G. Calvert, Chair	
C) Public Works Director Report - Robby Rosencutter	
1) Monthly Report - Public Works - November	3 - 5
D) Scheduled Business	
1) Discussion and possible action to approve, deny, or amend the minutes from November 1, 2021 meeting. (Wendy Knight, Secretary) GUSA - 01 Nov 2021 - Minutes - Html	6 - 9

- | | | |
|----|---|---------|
| 2) | Discussion and possible action to approve, deny or amend, Resolution 2021014, a Resolution of the Glenpool Utility Services Authority, a Public Trust pursuant to Title 60 of the Oklahoma Statutes, designating a capital improvement project and expressing its intent to issue tax exempt bonds or notes to reimburse the costs of the project.
(David Tillotson, City Manager)
Staff Report - Sewer Plant Resolution 2021014
Final Resolution - Sewer Plant Costs.12092021 (003) | 10 - 11 |
| 3) | Discussion and possible action to approve or deny a Professional Services Agreement received from S2 Engineering, PLLC. for engineering and reporting services regarding a wasteload allocation study and wetlands delineation report, in a total amount not to exceed \$115, 300.00 plus certain reimbursable expenses, to be funded from funds received from the American Rescue Plan Act (ARPA).
(Lynn Burrow, Community Development Director)
S2 Engineering - Final | 12 - 26 |
| 4) | Discussion and possible action to approve or deny acceptance of public sanitary sewer improvements, serving Twin Mounds residential development and Glenpool Ridge senior living project, located on the south side of 161st Street – west of Highway 75.
(Lynn Burrow, Community Development Director)
Sanitary Sewer Acceptance Twin Mounds | 27 - 31 |
| 5) | Discussion and possible action to approve or deny acceptance of public sanitary sewer improvements, serving Redbud Glen residential development, located on the west side of Elwood Avenue – at 148th Street.
(Lynn Burrow, Community Development Director)
Sanitary Sewer Acceptance Redbud Glen | 32 - 39 |
| 6) | Discussion and possible action to approve or deny a contract with Oklahoma Department of Human Services to participate in the Low Income Household Water Assistance Program (LIHWAP).
(Wendy Knight, City Clerk)
Staff Report - LIHWAP
LIHWAP Contract | 40 - 43 |

E) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on December 10, 2021, by 4:00 pm.

Signed: Wendy Knight

Secretary



December 13th, 2021

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

From: **Robby Rosencutter, Public Works Director**

RE: November 2021 Public Works Operations Report

The following breakouts detail all work completed or still in-progress, performed by the Public Works Department for the month of November, 2021:

WASTEWATER TREATMENT PLANT & LIFT STATIONS:

- **WWTP:**
 - Auger in Headworks needs a New Motor and Starter. Additionally, Grinder Motor had to be replaced.
 - Due to both being down, we switched to the Bar Screen as backup.
 - Pump 3 on Effluent Lift Station at WWTP is still down.
 - Waiting on new Board to arrive.
 - Procurement and Installation is expected to be completed by December 2021.
 - PLC for Effluent Lift Station at WWTP went down.
 - Vendor reinstalled Programming and rebooted System.
 - PLC is back in operation.
 - ODEQ inspected WWTP, Discharge Force Main & Outfall at River.
 - No Issues Found.
- **Lift Stations:**
 - Removed overgrowth of vegetation around all Lift Stations in service.
 - Shell Lift Station was hit by lightning, destroying its Control Boards.
 - Vendor replaced all broken parts and existing, worn Check Valve.
 - Start-up on Scissor Tail has been completed and in operation.
 - Replaced alternating relay at Glen Park Lift Station and pulled pump to remove small toy inside it.

WATER & SEWER:

- **Water:**
 - OKIE 811 (One Call) Locates – PWD received Annual Service Fee Invoice for \$1,424.00 for Locates performed by PWD from 11/01/2020-to-11/01/2021.

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

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- Equating to 3,260 Locate Tickets, averaging 272 Locates performed per Month.
- 4,776 Meter Reads completed.
 - 30 Defective Registers replaced.
 - 172 Service Orders were completed for Utility Billing.
 - 131 Customers Shut-Offs for Non-Payment.
 - New Water Meters set for Taco Bell, Wendy's, and Twin Mounds Apartments.
 - Three (3) Minor Water Leak Repairs made to City Waterlines.
 - Three (3) Major Water Leak Repairs made to City Waterlines, due to damages from AT&T Subcontractor.
 - See 'Contractor Damages To Infrastructure' Below.
 - Completed New 6-IN Waterline installation for Cotton Creek Mini Storage Facility.
 - Developed a main waterline exercise and maintenance program.
- **Sewer:**
 - Sent Camera through Main Sewer Lines, inspect for obstructions and/or damages inside Piping and Connections as part of our new Sewer Line Maintenance Program.
 - Still In-Progress.
 - Vendor repaired Clutch to Jet Rodding Trailer.
 - One (1) Sewer Line Backup reported that was on the City's side was cleared.
 - One (1) Sewer Line Backup reported that was on the Customer's side.

STREETS & PARKS:

- **Streets:**
 - Removed Overgrown Vegetation in Ally, behind Tennis Courts.
 - Replaced Damaged Drainage Grates at 145th & Nyssa Place.
 - Repaired Potholes in Eden South.
 - Installed Christmas lights on 141st.
 - Crack Sealed Streets in Longhorn Estates.
- **Parks:**
 - Removed Overgrown Vegetation in Black Gold Park.
 - Daily check of parks, pick up trash, and empty trash cans.
 - Filled Potholes in Morris Park and cleaned brush and grass off creek banks.
 - Filled Potholes in Lambert Park and hauled off Brush Pile.
 - Veteran's Memorial Upgrades To-Date:
 - Removed Existing Picnic Table, Shrubs & Tree.
 - Power Washed Concrete & Monument Foundation Slab over Well.
 - Installed: New Light Pole Globes and Light Bulbs, Refurbished Plaque; Glacier Stone, Flagpoles & Hardware; Park Benches.

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ACCIDENTS/INJURIES (Incidents; Life Threats; Near Misses; Safety Observations; Etc.):

- None.

PWD SAFETY TRAININGS:

- **Adult CPR & First Aid:**
 - All PWD Personnel; Completed.
- **OMAG Workplace Safety:**
 - All PWD Personnel; Completed.
- **Positive Response Program; OKIE 811 (One Call):**
 - Water & Sewer Superintendent and Crew Members; Completed.

CONTRACTOR DAMAGES TO INFRASTRUCTURE:

- **GD Construction; AT&T: Installing Fiber Optic Conduit.**
 - Total Claim Amount for Damages & Repairs To-Date - \$23,129.82
 - Damaged 6-Inch Waterline at 1074 E 133RD Street.
 - Damaged 2-Inch Waterline at 13150 S Maple Street.
 - Damaged 4-Inch Waterline at 13115 S Maple Place.

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**MINUTES
GUSA Meeting**

Monday, November 1, 2021 Council Chambers 6:00 PM

TRUSTEES PRESENT:

Joyce Calvert
Brandon Kearns
Tim Fox
Chris Brobst
Jacqueline Triplett-Lund

STAFF PRESENT:

David Tillotson
Susan White
Lowell Peterson
Wendy Knight
Frank Ordaz
Lynn Burrow
Jim Martin

A) Call to Order - Joyce G. Calvert, Chair

Chair Calvert called the meeting to order at 6:56 p.m.

B) Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Joyce G. Calvert, Chair

Wendy Knight called the roll, Chair Calvert declared a quorum present.

C) Scheduled Business

- 1) Discussion and possible action to approve, deny, or amend the minutes from October 4, 2021, and October 18, 2021 meetings.
(Wendy Knight, Secretary)

Moved by Brandon Kearns, seconded by Tim Fox

To approve the minutes as presented.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			

Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[GUSA - 04 Oct 2021 - Minutes - Html](#)

[GUSA - 18 Oct 2021 - Minutes - Html](#)

- 2) Discussion and possible action to approve or deny receipt of the FY20-21 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").
(Wendy Knight, City Clerk)

Ms. Knight recommended the Board approve receipt of the FY20-21 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").

Moved by Tim Fox, seconded by Jacqueline Triplett-Lund

To approve receipt of the FY20-21 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
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[Staff Report FY 2020-2021 Creek II Audit](#)
[FY 2020-2021 Creek II Audit](#)

- 3) Discussion and possible action to approve or deny the Agreed Upon Audit Procedures Engagement Letter for FY21-22, Elfrink and Associates, PLLC.
(Wendy Knight, City Clerk)

Ms. Knight recommended Board approval of the Agreed Upon Audit Procedures Engagement Letter for FY21-22, Elfrink and Associates, PLLC.

Moved by Chris Brobst, seconded by Brandon Kearns

To approve the Agreed Upon Audit Procedures Engagement Letter for FY21-22, Elfrink and Associates, PLLC.

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

CARRIED.

[Staff Report AUP Engagement Letter](#)
[Glenpool-Creek II AUP Engagement Letter](#)

- 4) Discussion and possible action to approve, deny or amend the 2022 Meeting Schedule.
(Wendy Knight, City Clerk)

Ms. Knight recommended Board approval of the 2022 Meeting Schedule.

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

To approve the 2022 Meeting Schedule.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			

GUSA
November 1, 2021

Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[Staff Report 2022 Meeting Schedule](#)
[Meeting Schedule 2022 GUSA](#)

D) Adjournment

Chair Calvert declared the meeting adjourned at 7:00 p.m.



To: GUSA Chair and Trustees

From: David Tillotson, City Manager

Date: December 9, 2021

Re: Resolution 2021014

Background:

Resolution 2021014, if passed, will allow any expenses paid for the construction of the new sewer plant to be reimbursed at a later date by tax-exempt bonds or notes that may be issued by the trust. Given that we must proceed with various studies and other expenses before we are ready to bond this project this resolution will allow us to capture these costs for future reimbursement should the Board choose to include them at the time we are ready to issues the bonding or notes.

Staff Recommendation:

Staff recommends approval of the Resolution #2021014.

Attachments:

- Resolution #2021014

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RESOLUTION NO. 2021014

A RESOLUTION OF THE GLENPOOL UTILITY SERVICES AUTHORITY, A PUBLIC TRUST PURSUANT TO TITLE 60 OF THE OKLAHOMA STATUTES, DESIGNATING A CAPITAL IMPROVEMENT PROJECT AND EXPRESSING ITS INTENT TO ISSUETAX EXEMPT BONDS OR NOTES TO REIMBURSE THE COSTS OF THE PROJECT

WHEREAS, The Glenpool Utility Services Authority (the "Authority") was created by a Declaration of Trust dated as of June 12, 1967, amended as of January 22, 1972 and March 20, 1984, (the "Trust Indenture"), for the use and benefit of the City of Glenpool, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2001, Section 176 to 180.3 inclusive, as amended and supplemented, and other applicable statutes of the State of Oklahoma; and

WHEREAS, the Authority has heretofore determined to acquire, construct, equip, operate and/or maintain a new wastewater mechanical plant and other capital improvement projects (the "Project"); including but limited to engineering design and associated studies required by the engineers and/or the Oklahoma Department of Environmental Quality; the purchase of land necessary for the construction of the wastewater plant; construction of the new plant; and decommissioning of the current plant; and

WHEREAS, the Authority has determined to fund certain costs and expenses of the Project with funds available to the Authority and to later issue tax exempt bonds or notes to reimburse the Authority for the expenditure of such funds.

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

Section 1. The Authority hereby determines to fund a portion of the Project with funds available to the Authority and hereby intends to reimburse the Authority for such expenditures by the issuance of tax-exempt bonds or notes in the future. This resolution is a resolution constituting a "bond resolution or some other similar official action" toward the issuance of bonds or notes within the meaning of Section 1.103-8(a) (5) and Section 1.103-8T(a)(5) of the Regulations issued by the United States Treasury Department pursuant to the Internal Revenue Code of 1986, as amended, and such resolution constituted the declaration of official intent under the reimbursement regulations promulgated by the Internal Revenue Service on January 30, 1992 (57 Fed. Reg. 3562), as amended.

ADOPTED the 13th day of December 2021.

ATTEST:

Chairman of Trustees

Secretary of Trustees

[SEAL]



MEMORANDUM

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

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

**RE: REQUEST FOR REVIEW AND APPROVAL
PROFESSIONAL SERVICES AGREEMENT**

DATE: DECEMBER 13, 2021

BACKGROUND

This item is for GUSA consideration and action regarding the review and approval of a certain Professional Services Proposal (Agreement) solicited and received from S2 Engineering, PLLC officed in Broken Arrow. The Agreement totals \$115,300 (plus certain reimbursable expenses) and covers various engineering research and reporting services related to the future design and permitting of a major new wastewater treatment facility. As detailed in the attached copy, this Agreement consists of the production of a formal Wasteload Allocation Study covering the proposed discharge of three million gallons per day (MGD) of treated sewage into the Arkansas River. Note that the current ODEQ Discharge Permit for the existing treatment facility is limited to a maximum of 1.44 MDG. As noted in the Agreement, the Wasteload Allocation Study regarding the Arkansas River discharge includes modeling that may not be necessary depending on whether ODEQ will allow the use of an existing study or model approved for the Arkansas River produced in 2016. If so, the total cost of the Agreement will be reduced by approximately \$43,300. The base Agreement also includes a detailed study and associated analysis exploring the potential to discharge treated sewage into Coal Creek in lieu of, or in conjunction with, discharge into the Arkansas River.

Additionally, the Agreement covers the production of a Wetlands Determination and Delineation Study covering two separate tracts located adjacent to the existing Glenpool wastewater treatment facility as indicated in Exhibit 1 to the Agreement. These tracts are being considered for City/GUSA purchase which will be needed to accommodate the construction of a totally new wastewater treatment facility. The wetlands study is necessary to determine what impact the determination and subsequent delineation of any Federally regulated wetland areas discovered on either of these properties may, or may not, have on their potential use for this project.

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In general, the services covered under this Agreement are necessary to initiate the preliminary engineering analysis related to our need to design and construct a wastewater treatment facility in the range of 3.0 to 4.0 MGD necessary to facilitate the future growth of Glenpool and in response to the ODEQ Consent Order placed on the existing treatment facility.

Staff Recommendation:

Staff has reviewed the subject Professional Services Agreement received from S2 Engineering, PLLC and feel the proposal adequately details the services needed to initiate the studies necessary to determine the feasibility of continuing to discharge sewage to the Arkansas River and/or to explore the possible discharge to Coal Creek. The proposed services will also field determine the existence of any regulated wetland areas on either of the two properties being considered. Therefore, Staff recommends approval of the Agreement in a total amount of \$115,300 and to authorize the Board Chairman to execute same. Staff recommends using funds from the ARPA Special Purpose Fund to pay for this study.

Attachment:

- A. Proposed Professional Service Agreement – S2 Engineering, PLLC

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AGREEMENT FOR ENGINEERING SERVICES

WASTELOAD ALLOCATION STUDY AND WETLANDS DELINEATION REPORT WASTEWATER TREATMENT PLANT (WWTP)

THIS AGREEMENT, including Attachments between Glenpool Utility Services Authority, City of Glenpool (Owner) and S2 Engineering PLLC (Engineer).

WITNESSETH:

WHEREAS Owner intends to perform wasteload allocation study and wetlands delineation report (the Project) in accordance with State and federal requirements; and,

WHEREAS Owner requires certain engineering services (the Services) in connection with the Project; and,

WHEREAS Engineer is prepared to provide the Services.

NOW THEREFORE, in consideration of the premises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the 13th day of December 2021.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the state of Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A.

ARTICLE 4 - COMPENSATION

Owner shall pay Engineer in accordance with Attachment A.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment A.

ARTICLE 6 - STANDARD OF CARE

Engineer shall perform the Services undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable purpose, function, and complexity, and with the applicable laws and regulations published and in effect at the time of performance of the Services. Other than the obligation of the Engineer to perform in accordance with the foregoing standard, no warranty, either express or implied, shall apply to the Services to be performed by the Engineer pursuant to this Agreement or the suitability of Engineer's work product.

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services; and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article.

7.2 Indemnification. Engineer and Owner each agrees to defend, indemnify, and hold harmless each other, its agents, and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused solely by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Owner, they shall be borne by each party in proportion to its own negligence.

7.3 Consequential Damages. Engineer shall not be liable to Owner for any special, indirect, or consequential damages resulting in any way from the performance of the Services such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits. Subject to the limitation provided in paragraph 7.5, Engineer shall be liable only for such actual damages as flow directly from a breach of this agreement.

7.4 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

7.5 Limitations of Liability. To the fullest extent permitted by law, Engineer's total liability to the Owner for all claims, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed \$50,000 or the amount of Engineer's total fee paid by the Owner for Services under this Agreement, whichever is the greater.

ARTICLE 8 - INSURANCE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$250,000 for each accident.
- (3) Workers' Compensation Insurance and Employer's liability Insurance in accordance with statutory requirements.
- (4) Professional Liability Insurance, with a limit of \$500,000 annual aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

Provided that the Engineer has acted in good faith, Engineer shall not be liable to Owner for breach of contract or for negligent error or omission in failing to detect, prevent, or report the failure of any contractor, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to the Owner, failure to finish or construct the Project in accordance with the plans and specifications, or failure to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will conform to Engineer's cost estimates or that actual schedules will conform to Engineer's projected schedules. Engineer shall complete the Services within the time frame outlined on Attachment D, Schedule, subject to conditions which are beyond the control of the Engineer.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

ARTICLE 14 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Engineer's compensation.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods, earthquakes, fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer:	S2 Engineering PLLC P.O. Box 2347, Broken Arrow, OK 74013 Attention: Srin Sundaramoorthy, P.E. Principal Engineer
Owner:	City of Glenpool 12205 S Yukon Ave., Glenpool, OK 74033 Attention: Mr. Lynn Burrow, P.E. City Engineer / Community Development Director

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 - WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 - INTEGRATION

This Agreement represents the entire and integrated Agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 21, Owner and Engineer each binds itself and its successors and assigns to the other party to this Agreement.

ARTICLE 21 - ASSIGNMENT

Neither Owner nor Engineer shall assign its duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

Owner: Glenpool Utility Services Authority

Engineer: S2 Engineering PLLC

By: _____
Joyce Calvert

Title: Chairman

Date: _____

By:



Digitally signed by: Srinivasan
Sundaramoorthy
DN: CN = Srinivasan Sundaramoorthy email
= srini@s2epllc.com C = US O = S2E OU =
S2 Engineering, PLLC
Date: 2021.11.29 13:48:31 -06'00'

Srinivasan Sundaramoorthy, P.E.
(Srini Sundaramoorthy)

Title: Principal Chief Executive Manager_

Date: 11/29/2021

Approved:

City Attorney:

Lowell Peterson

Attest:

Wendy Knight
City Clerk

**ATTACHMENT A
TO
ENGINEERING SERVICES AGREEMENT
BETWEEN
GLENPOOL UTILITY SERVICES AUTHORITY, CITY OF GLENPOOL
AND
S2 ENGINEERING, PLLC

WASTELOAD ALLOCATION STUDY
AND
WETLANDS DELINEATION REPORT
WASTEWATER TREATMENT PLANT (WWTP)
CITY OF GLENPOOL, OK

SCOPE, COMPENSATION AND SCHEDULE**

I. BACKGROUND

City of Glenpool (City or Owner) plans to expand the capacity of its existing wastewater treatment plant (WWTP). The WWTP effluent is currently discharged to the Arkansas River under OPDES Permit No. OK0027138 issued by the Oklahoma Department of Environmental Quality (ODEQ). In order to establish the discharge limits for the WWTP expansion ODEQ requires a wasteload allocation study (WLA) to be completed by Glenpool.

As part of the Arkansas River discharge study, City desires to evaluate the feasibility of discharging to the adjacent Coal Creek instead of the Arkansas River to determine the long-term benefits.

The new plant expansion requires additional property, and the City has identified two adjacent parcels of land as potential site for the plant expansion. These two sites are identified as Site 1 and Site 2 on the attached Exhibit 1. A review of the National Wetland Inventory Map indicates these two sites could potentially harbor wetlands, requiring a wetland delineation report to determine the regulatory jurisdiction and to identify any potential mitigation measures that might be required.

City asked S2 Engineering, PLLC (Engineer) to provide professional Services (as defined in the Engineering Services Agreement into which this Agreement is incorporated) for the WLA study and the wetlands delineation report to include the following tasks as summarized below and described in subsequent sections.

- Wasteload Allocation Study for the Arkansas River Discharge
- Preliminary Desktop Study for the Coal Creek Discharge
- Wetlands Delineation Report for Site 1 and Site 2

II. SCOPE OF WORK

The project scope elements included in the basic scope including the following tasks:



Attachment A- WLA Study and Wetlands Delineation Report
Wastewater Treatment Plant, Glenpool, OK

- Wasteload Allocation Study for the Arkansas River Discharge
- Preliminary Desktop Study for the Coal Creek Discharge
- Wetlands Delineation Report for Site 1 and Site 2

A. TASK A- Wasteload Allocation Study for the Arkansas River Discharge.

Glenpool's existing WWTP discharge is to the Arkansas River and is currently permitted for a flow of 1.44 million gallons per day (MGD). For the proposed 3.0 MGD plant design capacity, ODEQ requires the wasteload allocation study (WLA) utilizing the ODEQ approved methodology. Engineer had initial discussion with ODEQ and ODEQ confirmed the existence of a previously developed Arkansas River Qual2K model (2016 Model) which, subject to such supplementation or update as may be required pursuant to Task A2., is acceptable to ODEQ for the Glenpool WLA study. Engineer has access to the 2016 Model and will utilize the model to complete the WLA study as detailed below.

Task A1- Desktop Modeling:

- Project Management.** This task involves project setup, overall project management, project deliverable quality control, project review meetings with the city, and coordination with the Project Team consisting of members assigned by the Engineer and the Owner.
- ODEQ Coordination.** Engineer will coordinate with ODEQ to determine their specific requirements for approval of the WLA study using the 2016 Model. Engineer will conduct virtual meeting as necessary with ODEQ to seek consensus of an acceptable approach, particularly regarding the level of field efforts and data collection, if any, that will be required by ODEQ for the 2016 Model use for this study.
- Update 2016 Model as a Desktop Effort.** Engineer will update the 2016 Model with available information to determine what WLA could be achieved for Glenpool. Glenpool's proposed design flow and discharge concentration will be evaluated in the model. A brief summary report in the form of a technical memorandum will be prepared to present to Glenpool and ODEQ. In this task, Engineer assumed adequacy of existing data without the need for field sampling and survey which, if mandated by ODEQ, will be performed under Task A2 below.
- ODEQ Review.** Engineer will coordinate with ODEQ for their review. If ODEQ determines this desktop effort is adequate for the finalization of the WLA, Engineer will prepare a final report for ODEQ submission. Should ODEQ require that the 2016 Model be updated with targeted field sampling a synoptic study will be performed as summarized in Task A2.

Task A2- Synoptic Study, Modeling and WLA (if required pursuant to Task A1-d)

- Study Work Plan.** A Work Plan will be developed and submitted to Glenpool and ODEQ for review. The Work Plan will outline the procedures to be followed in collection of the field data and a synopsis of how the data will be used in the modeling. The Work Plan will include time schedule for

Attachment A- WLA Study and Wetlands Delineation Report
Wastewater Treatment Plant, Glenpool, OK

completing field work and the level of model complexity required for the study.

- b. **Field Data Collection.** Field activities noted in the Work Plan will likely include collection of targeted water quality samples and collection of *in-situ* measurements. Quality assurance and control procedures will be described in the Work Plan.
- c. **ODEQ Approval.** Engineer will coordinate with the ODEQ during the review. ODEQ approval of the Work Plan is required prior to starting the field data collection activities.
- d. **Field Data Collection.** This task includes collection of water quality samples and in-situ measurements as detailed in the Work Plan. The field study would be conducted during stream critical conditions consisting of low flow and high temperature (as close to 7Q₂ flow and 32° C instream conditions as feasible). Note: a combination of these conditions does not occur every year; typically, critical conditions studies in Oklahoma are conducted in the August-September timeframe.
- e. **Modeling and WLA.** Engineer will use the collected field data to revise and update the existing 2016 Model and to verify the calibration of the model. Engineer will coordinate with the ODEQ to obtain their approval of the model calibration and use the calibrated model to establish the WLA for the increased discharge for Glenpool. The model runs will include seasonal conditions as provided in the Oklahoma Water Quality standards.
- f. **WLA Report.** A detailed wasteload allocation report will be prepared. The report will include a summary of the field study methodology and results; brief summary of the mechanics of the model set-up; summary of rates, coefficients, and constants; sensitivity analysis, and detailed model outputs including the wasteload allocation available to the City of Glenpool. Engineer shall submit one electronic copy and two hard copies for Glenpool's review.
- g. **Presentation.** Engineer will present the findings to the Glenpool staff. If required, Engineer will present the findings to the Glenpool City Council. Once Council presentation is included in the basic scope. Additional presentation can be provided as additional services
- h. **DEQ Review.** Engineer will submit an electronic copy of the WLA report to ODEQ for their review and approval. Engineer will assist Glenpool in the ODEQ review process including the public notification process required for formal WLA approval by the ODEQ. Glenpool will be responsible for any ODEQ fees and cost for public notification such as newspaper publications.

B. Task B- Preliminary Desktop Study for the Coal Creek Discharge. The goal of this task is to perform a preliminary feasibility study for discharging the new expanded plant effluent to the Coal Creek instead of to the Arkansas River. Coal Creek is located adjacent to the existing plant site which allows gravity discharge to the creek. If this discharge is found to be feasible, it would eliminate the need for pumping and force main discharge to the Arkansas River.

Attachment A- WLA Study and Wetlands Delineation Report
Wastewater Treatment Plant, Glenpool, OK

It is anticipated that the ODEQ will require a calibrated model effort in order to approve a WLA into Coal Creek. First, Task B1 will be performed to determine if the Coal Creek discharge is feasible. If found to be feasible and approved by Glenpool, Task B2 will be initiated. Task B2 will include detailed model calibration efforts and WLA report for ODEQ approval.

Task B1- Desktop Model Screen and Feasibility Study

- a. **Project Management.** This task involves project setup, overall project management, project deliverable quality control, project review meetings with the city, and coordination of the project team.
- b. **Desktop Model Screen.** A desktop model will be prepared through expansion of the existing 2016 Model into Polecat and Coal Creeks. The desktop model will include several assumptions for channel hydraulics of the smaller creeks that can be verified during the calibrated model phase of the project, if warranted. This model will be used to assess potential new flow and effluent concentrations of BOD and ammonia achievable while maintaining the in-stream dissolved oxygen standard.
- c. **Proposed Treatment Plant Process Update.** Based on the preliminary results from the prior task, Engineer will evaluate if additional treatment is necessary compared to the Arkansas River discharge. Engineer will prepare conceptual level cost estimate for any additional plant improvements for the Coal Creek discharge.
- d. **Life Cycle Cost Evaluation.** Engineer will prepare capital and life cycle cost (20-year operation) comparison for the proposed plant expansion using the Coal Creek discharge versus the Arkansas River discharge. In addition, Engineer will also prepare summary of pros and cons that includes other non-tangible factors such as future regulatory requirements and flexibility in meeting Glenpool's future growth needs.
- e. **Report.** Engineer will prepare summary report to deliver the findings to Glenpool. An electronic copy and one-paper copy of the report will be delivered to Glenpool.
- f. **Presentation.** Engineer will present the findings to the Glenpool staff. If required, Engineer will present the findings to the Glenpool City Council. Once Council presentation is included in the basic scope. Additional presentation can be provided as additional services.

Task B2- Coal Creek Detailed Wasteload Allocation Study

If discharge to Coal Creek is found to be feasible (from Task B1) and Glenpool decides to pursue further, Task B2 will provide the necessary efforts to develop a detailed calibrated model and methodologies for a detailed wasteload allocation (WLA) study and report. The scope, fee and schedule for this task will be established at a future date as additional services upon authorization by Glenpool. For this reason, Task B2 is not included in the basic scope but can be added later if Glenpool decides to proceed and upon Glenpool's written authorization to the Engineer.

C. Task C- Wetlands Delineation Report for Site 1 and Site 2

The new plant expansion requires additional property, and the City has identified two adjacent parcels of land as potential sites for the plant expansion. These sites are identified as Site 1 and Site 2 on the attached Exhibit 1. The National Wetland Inventory Map (published by the US Fish & Wildlife) shows presence of potential wetlands on these two properties. A wetlands delineation study is required by the US Army Corps of Engineers (USACE) to determine regulatory jurisdiction and determine if any mitigation measures will be required. This task includes the following sub-tasks.

- a. **Project Management.** This task involves project setup, overall project management, project deliverable quality control, project review meetings with the city, and coordination of the project team.
- b. **Field Investigation.** Engineer will perform a wetlands delineation of potentially jurisdictional wetland and waterway areas within Sites 1 and 2 to determine the extent of regulated areas pursuant to Section 404 of the Clean Water Act. A trained wetland delineator will perform a wetlands/jurisdictional waterway delineation of the subject property sites. National Wetlands Inventory (NWI) maps and USGS Topo Quads will be referenced as a part of the delineation. Each investigated area characterized as wetland or waterway will be identified for visual reference and surveyed with Global Positioning System (GPS) equipment. Each area exhibiting potential wetland characteristics will be sampled according to required scientific protocol. Jurisdictional waters of the United States will also be field-identified. Identified wetlands and waterways will be photographed.
- c. **Report.** A report summarizing the survey findings will be prepared, and an electronic copy and a paper-copy of the report will be submitted for Glenpool's review. The report will include the following:
 - Completed wetland data collection forms
 - The general location of each wetland and waterway (GPS). GPS coordinates will be provided on USGS topographical maps.
 - Site Map Identifying Wetland and Waterway Location(s)
 - Photographic log
 - Report of Survey (Wetland/Waterway Findings)
- d. **USACE.** Upon Glenpool's authorization, Engineer will submit the report to USACE and assist Glenpool in the USACE review and determination. If wetland mitigations are required, engineer will prepare conceptual level description of the mitigation efforts for Glenpool's use in determining the viability of the proposed site for plant expansion use. Actual design efforts for the mitigation measures are anticipated to be included in the future detailed design phase for the new treatment plant.
- e. **Site Access.** City of Glenpool will be responsible for obtaining site access to Site 1 and Site 2 for the Engineer to perform field work and investigation.

Attachment A- WLA Study and Wetlands Delineation Report
Wastewater Treatment Plant, Glenpool, OK

III. COMPENSATION FOR SERVICES AND EXPENSES OF THE ENGINEER

- A. Engineering Services:** For the basic services outlined above, City will pay the Engineer the following lump sum:

TASK	Compensation
TASK A- Wasteload Allocation Study for the Arkansas River Discharge	
Task A1- Desktop Modeling	\$26,400
Task A2- Synoptic Study, Modeling and WLA (if necessary) *	\$43,200
Task B- Preliminary Desktop Study for the Coal Creek Discharge	
Task B1- Desktop Model Screen and Feasibility Study	\$29,700
Task C- Wetlands Delineation Report for Site 1 and Site 2	
Task C- Wetlands Delineation Report for Site 1 and Site 2	\$16,000
Total Lump Sum	\$115,300

*Task A2 will be needed only if ODEQ determines this additional step is needed for regulatory approval because the 2016 Model is not adequate.

ADDITIONAL SERVICES

The following Task B2 will be considered as additional service, if required by ODEQ and requested by the City of Glenpool.

Task B2- Coal Creek Detailed Wasteload Allocation Study (Additional Services)

IV. SCHEDULE

Glenpool is currently in discussion with ODEQ for an amended Consent Order (CO) schedule to accomplish the wasteload allocation (WLA) study and it is anticipated the WLA study must begin by January 1, 2022. Engineer will work with City to establish a mutual schedule to meet this goal. The following tentative schedule is provided assuming notice to proceed is issued no later than January 1, 2022:

TASK	Calendar Days from Notice to Proceed
TASK A- Wasteload Allocation Study for the Arkansas River Discharge	
Task A1- Desktop Modeling	60 days
Task A2- Synoptic Study, Modeling and WLA, if necessary	Per ODEQ CO
Task B- Preliminary Desktop Study for the Coal Creek Discharge	
Task B1- Desktop Model Screen and Feasibility Study	90 days
Task B2- Coal Creek Detailed Wasteload Allocation Study, if necessary	Future- To Be Established
Task C- Wetlands Delineation Report for Site 1 and Site 2	
Task C- Wetlands Delineation Report for Site 1 and Site 2	60 days

Note: The above schedule excludes regulatory review time required by ODEQ, USACE and other regulatory review processes.

-End of Attachment A-





MEMORANDUM

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

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

**RE: ACCEPTANCE OF PUBLIC SANITARY SEWER IMPROVEMENTS
SERVING 'TWIN MOUNDS' AND 'GLENPOOL RIDGE' ADDITIONS**

DATE: DECEMBER 13, 2021

BACKGROUND

This item is for Board consideration and action regarding the approval and acceptance for ownership certain public sanitary sewer related improvements designed and constructed to serve the Twin Mounds residential development as well as the Glenpool Ridge senior living project. These projects are located on the south side of 161st Street - west of US Highway No. 75 per the attached 'As-Built' construction documents. The sanitary sewer related improvements were permitted for construction by the City of Glenpool and the Oklahoma Department of Environmental Quality (ODEQ) and were inspected by City staff during construction for compliance with the approved construction plans as well as with State and City design criteria. It should be noted that the subject sanitary sewer improvements were constructed within existing public general utility easements, public rights-of-way, or State Highway rights-of-way. The attached Maintenance Bond issued by the Contractor (Morton Construction and Consulting Co.) covers 100% of the total cost of the sanitary sewer facilities in question for the required one-year period from GUSA acceptance.

Staff Recommendation:

Staff recommends that the Board approve the acceptance of these facilities for GUSA ownership as illustrated in the corresponding 'As-Built' construction documents and as supported by the required one-year Maintenance Bond.

Attachments:

- A. 'As-Built' Sanitary Sewer Construction Plans
- B. Associated Maintenance Bond

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;
Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight
www.glenpoolonline.com



November 18, 2021

The Glenpool Utility Services Authority

C/O The City of Glenpool
12205 South Yukon Avenue
Glenpool, Oklahoma 74033
Attention: Lynn Burrow

REQUEST FOR ACCEPTANCE OF INFRASTRUCTURE IMPROVEMENTS

Subject being discussed – Offsite sanitary sewer plans for The Lakes at Twin Mounds Sanitary Sewer Improvement Plans dated 11.18.2021, sanitary sewer lift station, 6" forcemain, and 8" gravity line

Dear Glenpool Utility Services Authority members:

The undersigned certifies that the infrastructure described above has been inspected and approved by the City of Glenpool; the record drawings have been submitted; and a Statement has been filed with the City certifying that there are no liens against the property wherein the infrastructure is located.

In addition to the Record Drawings cited above our client submits the following:

- Lift station manual
- A one-year Maintenance Bond covering 100% of construction cost

Having satisfied the requirements of Title 12 Section 6 (7) of the City Code, the undersigned requests the City's execution and recordation of its Formal Acceptance.

Sincerely,

A handwritten signature in blue ink, reading "Austin Mayes".

Date 11/18/2021

Austin Mayes, PE
Olsson Project Engineer



RLI Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-683-1610

MAINTENANCE BOND

Bond No. RCB0030024

KNOW ALL MEN BY THESE PRESENTS;

That We, Morton Construction & Consulting Co.
of Broken Arrow, OK

(hereinafter called the "Principal"), as Principal, and RLI Insurance Company, of
Peoria, Illinois, as Surety, an Illinois corporation duly licensed to
transact business in the State of Oklahoma, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto
City of Glenpool

(hereinafter called
the Obligee), in the sum of Five Hundred Seventeen Thousand, Seven Hundred Dollars and Zero Cents
Dollars (517,700.00), for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 2021.

WHEREAS, the said Principal has heretofore entered into a contract with said Obligee dated _____, for
Lakes at Twin Mounds Lift Station, Force Main & Sanitary Sewer and;

WHEREAS, the said Principal is required to guarantee the item/work installed under said contract, against defects in materials or
workmanship which may develop during the period of One(1) year(s) from the date of acceptance of the contract.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH, that if said Principal shall faithfully carry out and perform the said
guarantee, and shall, on due notice, repair and make good at its own expense any and all defects in materials or workmanship in the said
work which may develop during the period specified above or shall pay over, make good and reimburse to the said Obligee all direct loss
and damage which said Obligee may sustain by reason of failure or default of said Principal so to do, then this obligation shall be null and
void; otherwise shall remain in full force and effect.

Morton Construction & Consulting Co.

Principal

By: Brendan Morton

RLI Insurance Company

By: Amy Lambert
Amy Lambert Attorney in Fact

C0064212-50,0

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Mark Tedford, Barry Herring, Shannon Nicholas, Vicky Jarvis, Amy Lambert, Pam Slaton, Brian Tippit, William Tippit, Amanda J. Smith-Hunter, Carla Carter, jointly or severally

in the City of Jenks, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 1st day of October, 2020.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 1st day of October, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 1st day of October, 2020.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

3523389020212

A0058D19

OFFSITE SANITARY SEWER RECORD PLANS FOR

THE LAKES AT TWIN MOUNDS

LOCATED IN THE NORTHEAST QUARTER OF SECTION 27,
TOWNSHIP 17 NORTH, RANGE 12 EAST, CITY OF GLENPOOL, OKLAHOMA

2021

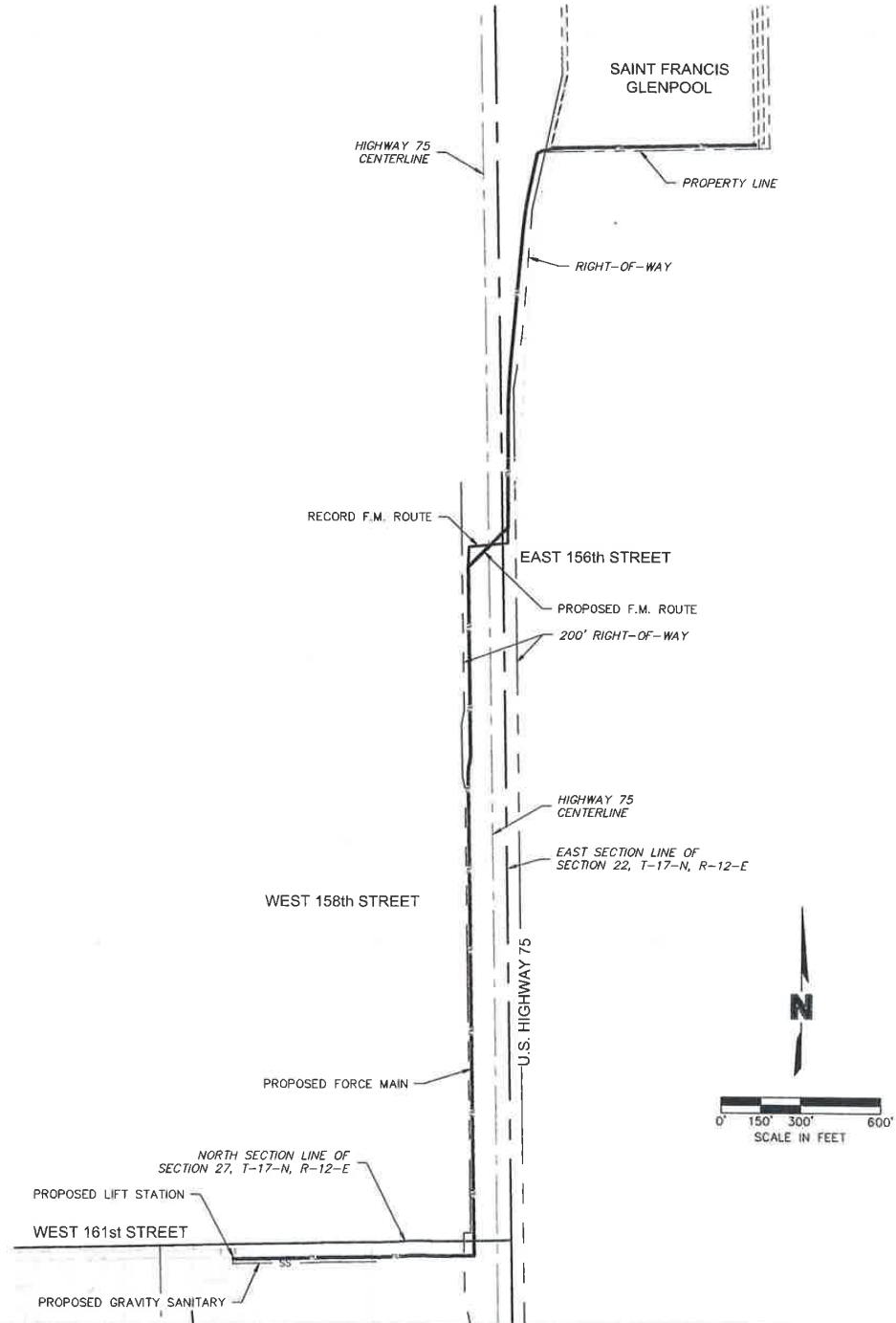
UTILITY CONTACT LIST	
CITY OF GLENPOOL	LYNN BURROW PO BOX 70 GLENPOOL, OK 74033 PHONE: (918) 322-5409
OKLAHOMA NATURAL GAS	KYMBERLY VOSSLER 5848 EAST 15TH STREET TULSA, OK 74112 PHONE: (918) 831-8251 FAX: (918) 831-8214
EAST CENTRAL OK ELECTRIC COOP	BILL DANGOTT PO BOX 1178 OKMULGEE, OK 74447 PHONE: (918) 759-0833
OG&E	KEN LUCAS PO BOX 321 M/C M228 OKLAHOMA CITY, OK 73101 PHONE: (405) 553-4224
AT&T	ROB MYER 5305 EAST 71st STREET TULSA, OK 74136 PHONE: (918) 596-4237
COX COMMUNICATIONS	ROBERT DREW 11811 EAST 51ST STREET TULSA, OK 74145 PHONE: (918) 286-4657
MACELLAN MIDSTREAM PARTNERS, L.P.	DANI FIELDS 1 ONE WILLIAMS CENTER TULSA, OK 74172 PHONE: (918) 574-7060

LIFT STATION NOTE:
FOR TELEMETRY EQUIPMENT AND
INSTALLATION CONTACT:
WORTH HYDROCHEM OF OKLA., INC.
MIKE GIRDNER
405-520-2604 CELL
405-366-7729 OFFICE
MGIRDNER@WORTHOK.COM

PROPERTY OWNER/DEVELOPER
ARMORY, LLC
P.O. BOX 472106
TULSA, OK 74147
TEL: (918) 665-1900
FAX: (918) 665-1902
CONTACT:
DAVE COCOLIN

ENGINEER
OLSSON, INC
1717 S BOULDER AVE
SUITE 600
TULSA, OK 74119
TEL: (918) 376-4294
FAX: (918) 574-2148
CONTACT:
AUSTIN MAYES, PE

SURVEYOR
OLSSON, INC
116000 SOUTHWAY EXTENSION
SUITE 300
OKLAHOMA CITY, OK 73114
TEL: (405) 242-6800
FAX: (405) 242-6601
CONTACT:
BRANDON P. HOLLAND, PLS



Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	GRAVITY SANITARY PLAN & PROFILE
3	FORCE MAIN PLAN & PROFILE
4	FORCE MAIN PLAN & PROFILE
5	FORCE MAIN PLAN & PROFILE
6	FORCE MAIN PLAN & PROFILE
7	FORCE MAIN PLAN & PROFILE
8	FORCE MAIN PLAN & PROFILE
9A	LIFT STATION LAYOUT DETAIL – AS-BUILT
9B	LIFT STATION LAYOUT DETAIL
10	WET WELL DETAILS
11	PUMP DETAILS
12	MISC. DETAILS
13	CONTROL PANEL & MISC. DETAILS
14	GLENPOOL STANDARD SANITARY DETAILS
15	GLENPOOL STANDARD SANITARY DETAILS
16	LIFT STATION SERVICE MAP
17	DRAINAGE MAP
18	STORM PLAN & PROFILE
19	STORM DETAILS
20	STORM DETAILS
21	STORM DETAILS

PREPARED BY

Austin Mayes
AUSTIN MAYES, P.E.
OLSSON, INC.

11/18/2021
DATE

Record Plans

To the best of my knowledge, from the information available, these "Record Plans" are in substantial compliance with field construction. As-built information was provided by the contractor.

olsson
Civil Engineering

TEL 918.376.4294 www.olsson.com



11/18/2021

Record Plans

To the best of my knowledge, from the information available, these "Record Plans" are in substantial compliance with field construction.

[illegible]

COVER SHEET

THE LAKES AT TWIN MOUNDS OFFSITE SANITARY SEWER

GLENPOOL, OK

drawn by _____
checked by _____ ADM
approved by _____
QA/QC by _____
project no. _____ 019-1362
drawing no. _____
date _____ 11.30.2020

SHEET
1 of 21



MEMORANDUM

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

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

**RE: ACCEPTANCE OF PUBLIC SANITARY SEWER IMPROVEMENTS
SERVING REDBUD GLEN RESIDENTIAL ADDITION**

DATE: DECEMBER 13, 2021

BACKGROUND

This item is for Board consideration and action regarding the approval and acceptance for ownership certain public sanitary sewer related improvements designed and constructed to serve the Redbud Glen residential development located on the west side Elwood Avenue at 148th Street per the attached 'As-Built' Site Survey supplied by the Development's owner. These public sanitary sewer related improvements were permitted for construction by the City of Glenpool and the Oklahoma Department of Environmental Quality (ODEQ) and were inspected by City staff during construction for compliance with the approved construction plans as well as with State and City design criteria. It should be noted that the subject sanitary sewer improvements were constructed within public general utility easements created by the approved final subdivision plat for Redbud Glen Addition. The attached Maintenance Bond issued by the Contractor (Bison Civil, LLC) covers 100% of the total cost of the sanitary sewer facilities in question for the required one-year period from GUSA acceptance.

Staff Recommendation:

Staff recommends that the Board approve the acceptance of these facilities for GUSA ownership as illustrated in the corresponding 'As-Built' construction documents and as supported by the required one-year Maintenance Bond.

Attachments:

- A. 'As-Built' Sanitary Sewer Site Survey
- B. Associated Maintenance Bond

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

www.glenpoolonline.com



December 1, 2021

The Glenpool Utility Services Authority
C/O The City of Glenpool
12205 South Yukon Avenue
Glenpool, Oklahoma 74033
Attention: Lynn Burrow

REQUEST FOR ACCEPTANCE OF INFRASTRUCTURE IMPROVEMENTS

Subject being discussed – Stormwater and sanitary sewer plans for Red Bud Glen Subdivision
Plans dated 02.02.2021

Dear Glenpool Utility Services Authority members:

The undersigned certifies that the infrastructure described above has been inspected and approved by the City of Glenpool; the record drawings have been submitted; and a Statement has been filed with the City certifying that there are no liens against the property wherein the infrastructure is located.

In addition to the Record Drawings cited above our subcontractor KV Contracting, LLC submits the following:

- A one-year Maintenance Bond covering 100% of construction cost for the Stormwater
- A one-year Maintenance Bond covering 100% of construction cost for the Sanitary Sewer

Having satisfied the requirements of Title 12 Section 6 (7) of the City Code, the undersigned requests the City's execution and recordation of its Formal Acceptance.

Sincerely,

Andrew Long
Bison Civil, LLC Project Engineer
P.O. Box 648
Muskogee, OK 74402
918-508-4575 Cell
918-683-7784 Office



MAINTENANCE BOND

BOND NO. 0808653

KNOW ALL MEN BY THESE PRESENTS: THAT WE, K-V Contracting, LLC,
9635 N. 234 Road Beggs, OK 74421, as Principal, and
Harco National Insurance Company, Illinois Corporation of
4200 Six Forks Road, Suite 1400 Raleigh, NC 27609
licensed to do business in the State of _____ and _____, as Surety, are held and firmly bound unto
City of Glenpool
as Obligees, in the full and just sum of One Hundred Sixty-eight Thousand Two Hundred Forty-two & 00/100
(\$ \$168,242.00)

Dollars lawful money of the United States of America to the payment of which sum, well and truly to be made,
the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these
presents.

SIGNED, SEALED AND DATED THIS 24th **day of** November, 2021

THE CONDITION OF THIS OBLIGATION IS THAT, WHEREAS the Principal entered into a contract with the
Obligee for Redbud Glen Sanitary Sewer - location 151st and Elwood Glenpool

AND WHEREAS, the Obligees requires a guarantee from the Principal against defective workmanship in
connection with said Contract.

NOW, THEREFORE, if the Principal shall make any repairs or replacements which may become necessary during
the period of One (1) Year because of defective workmanship in connection with said
contract of which defectiveness the Obligees shall give the Principal and Surety written notice within (30)
thirty days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the
expiration of the maintenance period provided for herein.

Witness

Witness

Jamie Burris

K-V Contracting, LLC

Principal

Harco National Insurance Company

Kristin Lewis Attorney-in-Fact

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0808653

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

VAUGHN GRAHAM, JR., VAUGHN P. GRAHAM, CAREY KENNEMER, SHELLI R. SAMSEL, TOM PERRAULT, KRISTIN LEWIS, STEPHEN M. POLEMAN, VICKI WILSON, TRAVIS E. BROWN, DWIGHT A. PILGRIM, J. KELLY DEER, DEBORAH L. RAPER, AUSTIN K. GREENHAW, JAMIE M. BURRIS, RYAN MATTHEW SANDERS

Tulsa, OK

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2020



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2020, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, November 24, 2021

A00171

Irene Martins, Assistant Secretary



K-VCONT-02

MHALL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rich & Cartmill, Inc. 2738 E. 51st Street, Suite 400 Tulsa, OK 74105	CONTACT NAME: PHONE (A/C, No, Ext): (918) 743-8811 FAX (A/C, No): (918) 744-8429 E-MAIL Address: richcartmill@rcins.com
INSURED K-V Contracting, LLC 9635 N 234 Rd Beggs, OK 74421	INSURER(S) AFFORDING COVERAGE INSURER A: EMPLOYERS MUTUAL CAS CO INSURER B: Accident Fund National Ins Co INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 21415 12305

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Jobsite Poll \$250k GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER	X X	5D9857522	1/17/2021	1/17/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Jobsite Polluti \$ 250,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY Comp Ded \$1,000 ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY Cell Ded \$1,000	X X	5E9857522	1/17/2021	1/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WCV6189482	6/1/2021	6/1/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation/Builder		5C9857522	1/17/2021	1/17/2022	Installation \$ 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Redbud Glen

As required by written contract and subject to policy terms and exclusions, Bison Civil, LLC, City of Glenpool and Owner are included or named as Additional Insured as respects General Liability (including ongoing & completed operations), Auto Liability and Excess Liability.

As required by written contract and subject to policy terms and exclusions, Waiver of Subrogation is included in favor of Bison Civil, LLC, City of Glenpool and Owner as respects General Liability, Auto Liability, Excess Liability and Workers Compensation.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Glenpool 12205 S. Yukon Ave. Glenpool, OK 74033	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: K-VCONT-02

MHALL

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

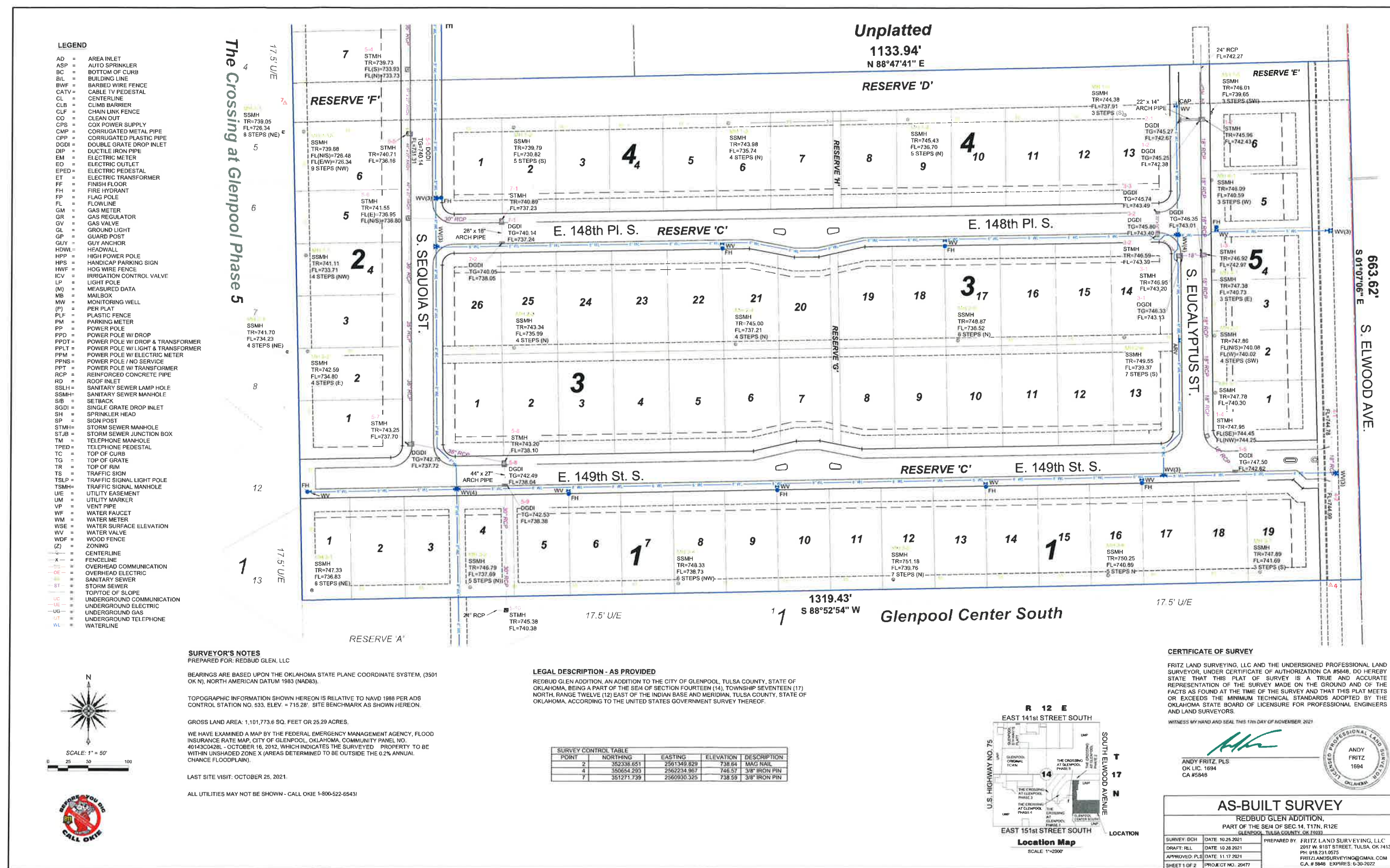
AGENCY Rich & Cartmill, Inc.		NAMED INSURED K-V Contracting, LLC 9835 N 234 Rd Beggs, OK 74421	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

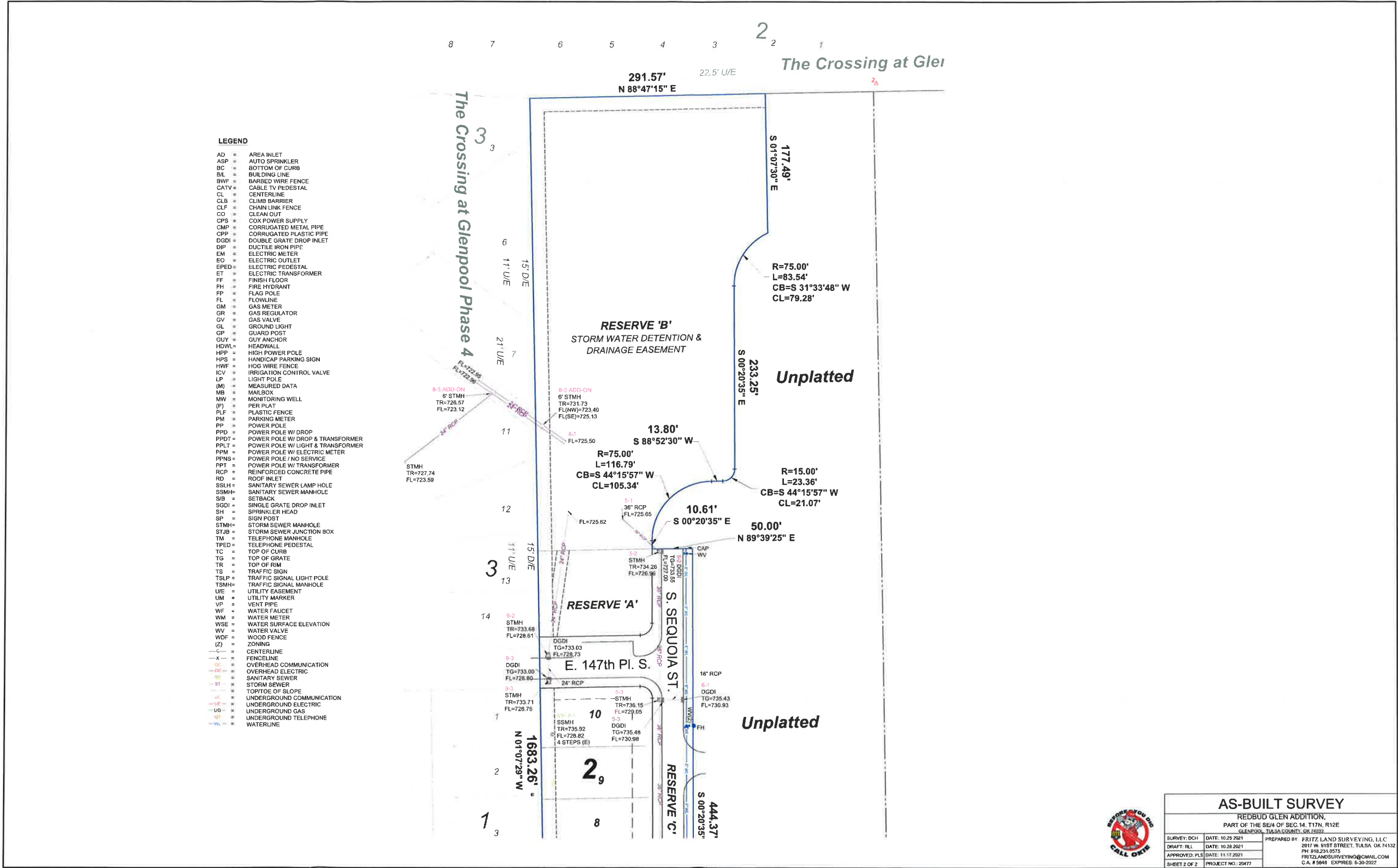
ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Insurance is Primary and Non-Contributory.

30 Day Notice of Cancellation will be provided. 10 Days Notice of Cancellation will be provided for non-payment of premium







Date: December 13, 2021

To: Honorable Chair and Trustees

From: Wendy Knight, City Clerk

Re: Low-Income Household Water Assistance Program (LIHWAP)

The Glenpool Utility Service Authority has an opportunity to participate in a new program that assists low income water customers with a one-time (per fiscal year) payment. The Low-Income Household Water Assistance Program (LIHWAP) is a 100 percent federally funded program to assist low-income households paying a high portion of their income for drinking water and wastewater services.

The 2 components of this program are:

- Water Crisis Assistance - provides one time assistance for eligible households and is accepted year round for households that have a verifiable water crisis, disconnected or will be within 72 hours, and the public drinking water or wastewater company is a participating provider.
- Non-Emergency Water Bill Pay Assistance – provides assistance with a one-time payment per fiscal year to the public drinking water or wastewater participating provider for eligible households.

Oklahoma Department of Human Services will determine the household's eligibility and the benefit amount will be paid directly to the owners and operators of the public water systems. Priority will be given to households with elderly, disabled or with children under 5. It is anticipated that the application process from LIHWAP will start Tuesday, December 28, 2021.

Recommendation

Staff recommends approval of a contract with the Oklahoma Department of Human Services to participate in the Low-Income Household Water Assistance Program (LIHWAP)

Attached

- LIHWAP Contract

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

www.glenpoolonline.com



Low Income Household Water Assistance Program (LIHWAP)

Utility Provider Contract

BETWEEN

OKLAHOMA DEPARTMENT OF HUMAN SERVICES

Sequoyah Memorial Office Building

PO Box 248893

Oklahoma City, OK 73124-0352

Phone: (405)521-3444

Email okenergyassistance@okdhs.org • www.okdhs.org

and

Glenpool Utility Services Authority

14526 S. Elwood Ave.

Glenpool, OK 74033

(918) 322-5442

tbbabbit@cityofglenpool.com

I. Intended Purpose and Term:

- a. This agreement between the Oklahoma Department of Human Services ("OKDHS") and the undersigned utility provider (hereinafter called utility provider) is made pursuant to the Federal Low-Income Household Water Assistance Program (LIHWAP) and the Consolidated Appropriations Act, 2021 (Public Law No: 116-260) SEC. 533 and the American Rescue Plan Act of 2021 SEC. 2912.
- b. This agreement is effective as of the date of the last signature received on this Agreement and will continue in effect for the remainder of the current federal fiscal year ending September 30, with two (2) options to renew for one year periods.

II. Utility Provider shall:

- a. Implement policies and procedures established by the OKDHS pursuant to the Federal LIHWAP for the payment, refund, and reconciliation of benefits, and ensure these policies and procedures are communicated to all appropriate Utility Provider employees.
- b. Accept payment from OKDHS for LIHWAP on behalf of eligible customers and credit the accounts specified in the transmittal documents. If the client has an account that is different from the one specified in the transmittal document or the client's account has been closed, the utility provider shall immediately notify the LIHWAP before crediting any portion of the payment.
- c. Apply payment only to main water portion of the bill if it incorporates other utility services such as electric, recycling, natural gas, deliverable fuel, and trash.
- d. Ensure no unused nor credit balance of LIHWAP benefits in a customer's account are refunded directly to the customer. Instead, issue the unused or credit balance to the OKDHS-LIHWAP within sixty (60) days of the LIHWAP payment or the closure of the customer's account with the utility provider. Make the refund check out to State of Oklahoma - LIHWAP and send all refunded amounts along with a brief memo in which contains the customer's information and a DHS associated case number to:

Oklahoma Department of Human Services

Attention: LIHWAP

PO Box 248893

Oklahoma City, OK 73124

- e. Comply with federal LIHWAP performance requirements to provide a twelve (12) month federal fiscal year calendar (10/01 - 09/30) for individual water assistance customer/household's annual water usage and annual charges upon request by the OKDHS - LIHWAP.
- f. Not charge LIHWAP customers for any costs other than the difference between the actual charge for

the water supplied and the payment provided under the LIHWAP.

- g. Treat LIHWAP customers/households the same as any other utility provider customer.
- h. Not discriminate against LIHWAP customers in either the usual and customary cost of goods supplied or the normal services provided.
- i. The utility provider shall report to the LIHWAP any suspected fraudulent acts by the LIHWAP customers.

III. LIHWAP shall:

- a. Notify the applicant/customer, in writing, the household is either: 1) eligible and the amount of the payment(s), to whom the payment(s) will be made, and the approximate payment date; or, 2) ineligible and the reason why.
- b. Process benefits and deliver payments to the utility provider in a timely manner that is allowed by our State laws and policies.
- c. Accept and process refunds from the utility provider.
- d. Maintain a record of the amounts awarded to eligible customers/households and payments made on their behalf.
- e. Provide a record of payment to the utility provider.
- f. Notify the utility provider of policy and procedure changes regarding the payment, refund, and reconciliation of benefits.

IV. Business Compliance Assurances:

- a. The utility provider is an independent and separate entity from the State of Oklahoma and the Oklahoma Department of Human Services.
- b. The information/data provided to the OKDHS-LIHWAP and utility provider shall remain confidential except as specified in this paragraph. OKDHS-LIHWAP and the utility provider shall use such information for a customer/household for the purpose of establishing the eligibility of and/or the benefit of a customer/household.
 - i. The Oklahoma Department of Human Services - LIHWAP may share information/data provided by the utility provider and customer/household with the federal government and other state and federal agencies, for the purpose of targeting households that pay a high proportion of household income for drinking water and wastewater services.
 - ii. The utility provider shall not use or disclose any information provided by the Oklahoma Department of Human Services - LIHWAP concerning an applicant/recipient of LIHWAP services under this agreement for any purpose other than water assistance that is permitted by State and Federal laws and regulations.
- c. Utility provider shall provide data upon request to authorized LIHWAP personnel to comply with State and Federal requirements or to rectifying any exceptions noted in monitoring and/or audit reports that result in noncompliance with this agreement or federal/state statutes and regulations.
- d. All services rendered under this agreement shall be provided in compliance with the Federal Civil Rights Act of 1964, and the Americans with Disabilities Act, as amended, and no person shall be unlawfully denied service on the grounds of age, race, creed, color, sex, national origin, or handicap.
- e. Each party to this agreement shall be responsible for the acts and omissions of its employees, parties' agents or assigns.

V. Termination:

- a. This agreement may be terminated for convenience by either party upon a thirty (30) day notice to the non-terminating party.
- b. In the event funds and/or appropriation from local, state, and federal sources are not obtained and continued at an aggregate level sufficient to allow services to be delivered by LIHWAP, the obligation of each party hereunder shall there upon be terminated immediately.
- c. This agreement may be terminated immediately for cause related to adequacy of performance.
- d. When an agreement is terminated, the OKDHS-LIHWAP or Federal LIHWAP shall not be responsible for any obligations incurred by the utility provider for the terminated portion after the effective date.

This agreement and any attachments thereto set forth all promises, agreements, and understandings between the OKDHS and the utility provider. No alterations, modifications or amendments of this agreement shall be binding upon either party unless they have been reduced to writing and properly executed by an authorized representative of each to the agreement. In witness thereof, the Oklahoma Department of Human Services and the utility provider hereby execute this agreement.

Okla. Dept. of Human Services Date

Utility Provider Signature Date

Printed name

Printed name

Title

Title