



**NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
SPECIAL MEETING**

A Special Session of the Glenpool Utility Service Authority will be held at 6:00 p.m. immediately following the Glenpool City Council Meeting on June 19, 2023, 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

+13462487799, US (Houston)

+14086380968, US (San Jose)

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Find your local number: <https://us02web.zoom.us/j/89753555435?pwd=QzdFVjA1b0lKa1lSUFlKbUNrUUxtdz09>

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, JUNE 19, 2023.**

AGENDA

Page

- A) **Call to Order - Joyce G. Calvert, Chair**
- B) **Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Joyce G. Calvert, Chair**
- C) **Trustee Comments**
- D) **Public Comments**
- E) **Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the GUSA Board to be routine and will be enacted by one motion. Any Trustee may, however, remove an item from the Consent Agenda by request. A motion to adopt the consent Agenda is non-debatable.)**

- 1) Approval of Joint Resolution No. 2023008, A Resolution authorizing the City of Glenpool and the Glenpool Utility Services Authority to renew that certain Security Agreement by and between the City of Glenpool and the Glenpool Utility Services Authority with respect to the issuance of the Glenpool Utility Services Authority Utility System Revenue Bonds, \$40,720,000.00 Taxable Refunding Series 2019, dated as of September 1, 2019.

3 - 9

[Staff Report - Resolution to Renew Security Agreement](#)

F) **Consideration and appropriate action relating to items removed from the Consent Agenda**

G) **Scheduled Business**

H) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on June 15, 2023, by 5:30 p.m.

Signed: Wendy Knight

Secretary



To: Mayor and Council, GUSA Chair and Trustees

From: David Tillotson, City Manager

Date: June 14, 2023

Subject: Resolution #2023008

Background:

Based on Oklahoma law regarding the encumbrance of annual revenues, the City and GUSA have renewed certain Security Agreements whereby the City secured to bondholders payment of the debt service on the Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2019, issued by GUSA as of September 1, 2019. Each year the City and GUSA have agreed to deposit in the general fund each month, as received from the Oklahoma Tax Commission, proceeds derived from sales tax to be paid by the City to GUSA to be used by GUSA for the funding of debt service on the projects for which the foregoing revenue bonds were issued.

The proposed Joint Resolution No. 2023008 is required to reaffirm annually the Security Agreement that collateralizes sales tax collected by the City for payment of GUSA debt service on the 2019 Refunding Bonds. This Resolution is required to be submitted to BOKF, National Association, as "Trustee" of the bonds no later than July 31, 2023, pursuant to Section 4 of the 2019 Security Agreement.

Staff Recommendation:

Staff recommends that the City and GUSA adopt Joint Resolution 2023008.

Attachment:

- Proposed Joint Resolution No. 2022003
- Security Agreement, dated September 1, 2019

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

**JOINT RESOLUTION NO. 2023008 OF THE CITY OF GLENPOOL
AND THE GLENPOOL UTILITY SERVICES AUTHORITY**

A RESOLUTION AUTHORIZING THE CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES AUTHORITY TO RENEW THAT CERTAIN SECURITY AGREEMENT BY AND BETWEEN THE CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES AUTHORITY WITH RESPECT TO THE ISSUANCE OF THE GLENPOOL UTILITY SERVICES AUTHORITY UTILITY SYSTEM REVENUE BONDS, TAXABLE REFUNDING SERIES 2019, DATED AS OF SEPTEMBER 1, 2019

WHEREAS, the Glenpool Utility Services Authority (the "Authority") issued certain Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2019, dated as of September 1, 2019, (the "Refunding Bonds") in order to fund a Project that consisted of paying the outstanding principal amount due at that time on the Series 2010 A, Series 2010 B and Series 2011 Utility System Revenue Bonds issued by the Authority as of December 1, 2010, and January 1, 2011, respectively (the "Prior Bonds").

WHEREAS, in order to better secure the payment of the Refunding Bonds, the City and the Authority entered into a certain Security Agreement whereby City tax revenues are pledged to debt service on the Bonds; and

WHEREAS, all things required to have been done to make the Security Agreement a valid and binding agreement by and between the City and the Authority have been done.

BE IT THEREFORE RESOLVED by the City Council for the City of Glenpool, Oklahoma, and the Board of Trustees for The Glenpool Utility Services Authority, **THAT**:

§ 1. The City Council and the Board of Trustees for The Glenpool Utility Services Authority shall and hereby do exercise the option provided by Section 4 of the Security Agreement to renew such Security Agreement for the fiscal year period commencing July 1, 2023, and concluding June 30, 2024.

§ 2. Notice of such renewal shall be provided to the Bond Trustee, as defined in such Security Agreement, and to Bond Counsel, not later than July 31, 2023.

PASSED AND APPROVED by the City Council of the City of Glenpool and the Board of Trustees of the Glenpool Utility Services Authority this 19th day of June 2023.

CITY OF GLENPOOL

GLENPOOL UTILITY SERVICES AUTHORITY

Joyce G. Calvert, Mayor

Joyce G. Calvert, Chair, Board of Trustees

ATTEST:

APPROVED AS TO FORM:

Wendy Knight, City Clerk and GEMS Clerk

City Attorney and Trust Authority Counsel

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of the 1st day of September 2019, by and between **THE GLENPOOL UTILITY SERVICES AUTHORITY** (the "Authority") and the **CITY OF GLENPOOL, OKLAHOMA** (the "City").

W I T N E S S E T H :

WHEREAS, The Authority has been created by a Declaration of Trust, dated as of June 12, 1967, as amended, designating the members of the governing body of the City as Trustees of the Authority for the use and benefit of the City under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2011, Sections 176 to 180.3, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City and the Authority did enter into a Lease effective as of January 24, 1973 pursuant to which the City did lease to the Authority its presently existing and after acquired revenue producing utility systems (hereinafter collectively called the "System") for an extended term of fifty (50) years commencing November 1, 2010 to and including November 1, 2060; and

WHEREAS, the City did adopt Ordinance No. 40, dated February 7, 1972, which was approved by the qualified electors of the City at an election held July 31, 1973 levying and assessing a two percent (2%) sales tax to be used for the purpose of the support of the functions of the municipal government of the City. In addition the City did adopt Ordinance No. 176, dated August 24, 1982, which was approved by the qualified electors of the City at an election held October 5, 1982, levying and assessing an additional one percent (1%) sales tax to be used for the purpose of paying the principal and interest requirements on General Obligation Bonds of the City with the surplus to be retained in the General Fund of the City to be used for any lawful purpose, and the City did adopt Ordinance No. 457, dated January 2, 2001, which was approved by the qualified electors of the City at an election held March 6, 2001, levying and assessing an additional one percent (1%) sales tax to be used for the purpose of acquiring, constructing, equipping, operating and/or maintaining capital improvements and/or to be applied or pledged toward the payment of principal and interest on any legal indebtedness, including refunding indebtedness, incurred by or on behalf of the City for such purpose (collectively referred to as the "Sales Tax"); and

WHEREAS, the Authority has determined upon a project relating to funding the costs of acquisition, construction, furnishing and equipping certain capital improvements to the Authority's Utility Systems and certain other capital improvements for the benefit of the City of Glenpool, Oklahoma, the Authority's beneficiary and for paying the costs of refunding all of the outstanding indebtedness evidenced by the Prior Bonds and to pay the costs of issuance of such bonds (the "Project"); and

WHEREAS, in order to pay the costs of the Project, the Authority intends to issue its \$40,720,000.00 The Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2019 (the "Bonds"); and

WHEREAS, in order to better secure the payment of the Bonds it is necessary that this Security Agreement be entered into; and

WHEREAS, all things required to have been done to make this Security Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS EXPRESSED HEREIN AND THE ISSUANCE OF THE BONDS BY THE AUTHORITY AND OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES HERETO, THE CITY AND THE AUTHORITY AGREE AS FOLLOWS:

SECTION 1. The Authority shall issue the Bonds and use the net proceeds from the sale thereof to fund the Project, as more fully set out in the Bond Indenture, dated as of September 1, 2019, (the "Indenture"), by and between the Authority and BOKF, National Association, (the "Trustee").

SECTION 2. The City agrees, subject to availability and appropriation of funds, to transfer, such proceeds of the Sales Tax (hereinafter referred to as the "Sales Tax Payments") on or before the 1st day of each month, beginning October 1, 2019, and any other dates as determined by the Authority, to the Trustee on behalf of the Authority for immediate deposit in the Authority's Revenue Fund created under the Bond Indenture. Such Sales Tax Payments shall be used as set forth in the Bond Indenture, and shall be in such amounts as are necessary for the payment when due (whether upon the scheduled due date, upon purchase, or acceleration, or otherwise) of (a) principal of and interest on the Series 2019 Bonds coming due at such time; and (b) all other amounts due under the Bond Indenture. In any case where the date fixed for any payment from the City to the Trustee on behalf of the Authority shall not be a Business Day (as defined in the Bond Indenture), then such payment may be made on the next succeeding Business Day. In the event that Sales Tax Payments are not deposited in the Authority's Revenue Fund when due, the Trustee on behalf of the Authority shall give written notice of such failure to deposit to the Authority and to the City, and the City will have five calendar days to deposit such funds. Failure to deposit such funds within such five calendar day period shall constitute an event of default hereunder.

SECTION 3. The Authority agrees that all proceeds of the Sales Tax received by it shall be utilized exclusively for the purposes set out in Section 2 of this Agreement and for no other purposes.

SECTION 4. It is hereby acknowledged that under applicable Oklahoma law, the City may not become obligated beyond its fiscal year (July 1 through June 30) and therefore, the covenants made herein by the City shall be on a year-to-year basis. Payment of the Sales Tax Payments as set out herein is subject to availability of funds and annual appropriation thereof by the City. The Series 2019 Bonds issued by the Authority shall in no way be or become an obligation of the City. This Agreement shall be for a term commencing on the date hereof and ending on June 30, 2020. This Agreement may be renewed for successive annual periods commencing July 1, 2020, at the option of the City, upon written notice of the exercise of each such option from the City to the Authority

given prior to the expiration of the then current term and the taking by the City of such official action as shall be required by applicable laws to effect such renewal and annual appropriation described in Section 2 hereof. Notice of such renewal shall be provided to the Trustee, not later than July 31 of each year.

SECTION 5. The City is not in default in the performance, observance or fulfillment of any material obligation, covenant or condition contained in any material agreement or instrument to which the City is a party or by which the City or any of its property is bound or in any of the obligations, covenants or conditions contained in this Agreement.

The financial statements of the City as and for the period ended June 30, 2018, supplied to the Authority fairly present the financial status and operating results of the City as of such date and for the period covered thereby and there has not been any material adverse change in the financial condition of the City since such date.

The City hereby agrees to supply to the Authority the financial statements prepared by the City no later than December 15 annually, and such other financial information of the City as the Authority may from time to time reasonably request.

SECTION 6. It is understood and agreed that this Agreement is a third party beneficiary contract for the benefit of the owners of the Series 2019 Bonds, and may be pledged and assigned by the Authority as security for the Series 2019 Bonds to be issued pursuant to the Indenture.

SECTION 7. Any notice or other communication required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as listed below, or to such other address as the party concerned may substitute by written notice to the other:

If to the Authority:

The Glenpool Utility Services Authority
12205 S. Yukon Ave.
Glenpool, Oklahoma 74033
Attention: Secretary

If to the City:

City of Glenpool
12205 S. Yukon Ave.
Glenpool, Oklahoma 74033
Attention: City Clerk

SECTION 8. It is the intention of the parties that the laws of the State of Oklahoma shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of the parties.

SECTION 9. No amendment or modification hereof shall be deemed valid unless first reduced to writing and signed and dated by both parties hereto and unless written consent thereto of the Trustee and, under certain circumstances, of the Bondholders has been obtained as more fully set forth in Section 12.02 of the Original Bond Indenture. Fully executed copies of this Agreement

shall be deemed for all purposes as duplicate originals.

SECTION 10. Should any section, clause or provision of this Agreement be invalid or void for any reason, such invalid or void section, clause or provision shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain in full force and effect.

SECTION 11. The headings of the several sections of this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.

SECTION 12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. The City hereby acknowledges that this Agreement will be pledged to the Trustee for the holders of the Series 2019 Bonds, and the City consents to such pledge. This Agreement may not be assigned by the parties hereto without the written consent of the other parties hereto and the Trustee, and any assignment in contravention hereof shall be void.

IN WITNESS WHEREOF, the Authority has caused this Security Agreement to be signed by its Chairman, attested by its Secretary and has caused the seal of the Authority to be impressed hereon, and the City has caused this Security Agreement to be signed by its Mayor, attested by its City Clerk and has caused the seal of the City to be impressed hereon all as of the date first above written.

[SIGNATURE PAGE FOLLOWS]

THE GLENPOOL UTILITY SERVICES AUTHORITY

ATTEST:


Secretary
(SEAL)




Chairman

CITY OF GLENPOOL, OKLAHOMA

ATTEST:


City Clerk
(SEAL)




Mayor