



# Agenda

## Mangum Utility Authority

### February 01, 2022

**6:30 PM**, or immediately following City Commission Meeting  
City Administration Building at 130 N Oklahoma Ave.

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In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact City Hall at 580-782-2250 no less than 48 hours prior to the meeting in order to request such assistance.

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*The Trustees of the Mangum Utility Authority will meet in regular session on February 1, 2022, immediately following the City of Mangum Commission meeting for such business as shall come before said Trustees.*

#### **CALL TO ORDER**

#### **ROLL CALL AND DECLARATION OF QUORUM**

#### **CONSENT AGENDA**

*The following items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member (or a community member through a Board member) so requests, in which case the item will be removed from the Consent Agenda and considered separately. If any item involves a potential conflict of interest, Board members should so note before adoption of the Consent Agenda.*

1. Approve 1-4-22 minutes.
2. Approve January 2022 claims.
3. Approve February 2022 estimated payroll.
4. Approve Resolution 2022-18 approving participation in the Municipal Electric Systems of Oklahoma's Mutual Aid Agreement.
5. Approve the Mutual Aid Agreement with Municipal Electric Systems of Oklahoma Inc's.

#### **FURTHER DISCUSSION**

#### **REMARKS**

*Remarks or inquiries by the audience not pertaining to any item on the agenda.*

#### **STAFF AND BOARD REMARKS**

*Remarks or inquiries by the governing body members, City Manager, City Attorney or City Employees*

#### **NEW BUSINESS**

*Discussion and possible action on any new business which has arisen since the posting of the Agenda that could not have been reasonably foreseen prior to the time of the posting (25 O.S. 311-10)*

#### **ADJOURN**

*Motion to Adjourn*

Duly filed and posted at 3:30 p.m. on January 28 2022, by City Clerk.

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*Billie Chilson, City Clerk*



# Mangum Utility Authority

January 04, 2022 at 6:00 PM, or immediately following City Commission  
City Administration Building at 130 N Oklahoma Ave.

## Record of Minutes

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*The Trustees of the Mangum Utility Authority will meet in regular session on January 4, 2022, immediately following the City of Mangum Commission meeting for such business as shall come before said Trustees.*

### CALL TO ORDER

Vice Chairman called the meeting to order at 7:58 pm.

### ROLL CALL AND DECLARATION OF QUORUM

#### PRESENT

Trustee Ronnie Webb  
Chairman Mary Jane Scott  
Trustee Adam Kendall  
Trustee Dale Burnam  
Trustee Mark Chapman

#### ALSO PRESENT

Dave Andren, City Manager  
Billie Chilson, City Clerk  
Corry Kendall, City Attorney

### CONSENT AGENDA

*The following items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member (or a community member through a Board member) so requests, in which case the item will be removed from the Consent Agenda and considered separately. If any item involves a potential conflict of interest, Board members should so note before adoption of the Consent Agenda.*

Motion to approve the Consent Agenda as presented.

Motion made by Trustee Webb, Seconded by Trustee Chapman.

Voting Yea: Trustee Webb, Chairman Scott, Trustee Kendall, Trustee Burnam, Trustee Chapman

1. Approve 12-7-21 minutes.
2. Approve December 2021 Claims.
3. Approve November 2021 Financials.
4. Approve January 2022 estimated payroll.

### FURTHER DISCUSSION

**REMARKS**

*Remarks or inquiries by the audience not pertaining to any item on the agenda.*

None

**ORDINANCES & RESOLUTIONS**

5. Discussion and consideration of Resolution 2022-16, a resolution of the Mangum Utility Authority relating to the Federal Energy Regulatory Commission (FERC) Order No. 2222 and adopting Distributed Energy Resource (DER) guidelines for the MUA and City of Mangum.

Motion to approve Resolution 2022-16 a resolution of the Mangum Utility Authority relating to the Federal Energy Regulatory Commission (FERC) Order No. 2222 and adopting Distributed Energy Resource (DER) guidelines for the MUA and City of Mangum. (Opt Out Resolution)

Motion made by Trustee Kendall, Seconded by Trustee Webb.

Voting Yea: Trustee Webb, Chairman Scott, Trustee Kendall, Trustee Burnam, Trustee Chapman

**OTHER ITEMS**

6. Approval to hire Glenn Sullivan Associates to perform engineering services for the waterline relocation project in conjunction with a county/State street widening project on County Rd EW 135 (7 miles north of SH-9). Fees to be covered by the State of Oklahoma.

Motion to approve hiring Glenn Sullivan Associates to perform engineering services for the waterline relocation project in conjunction with a county/State street widening project on County Rd EW 135 (7 miles north of SH-9). The Fees will be covered by the State of Oklahoma.

Motion made by Trustee Kendall, Seconded by Trustee Chapman.

Voting Yea: Trustee Webb, Chairman Scott, Trustee Kendall, Trustee Burnam, Trustee Chapman

**STAFF AND BOARD REMARKS**

*Remarks or inquiries by the governing body members, City Manager, City Attorney or City Employees*

Just received the cost of a new Power Plant, between 6.5 million to 15 million. It will cost us about \$27,000. for the scope and engineering.

Dave does not think that the current power plant will last longer than another 5 years if that long.

**NEW BUSINESS**

*Discussion and possible action on any new business which has arisen since the posting of the Agenda that could not have been reasonably foreseen prior to the time of the posting (25 O.S. 311-10)*

none

**ADJOURN**

*Motion to Adjourn*

Motion to adjourn at 8:20 pm.

Motion made by Trustee Kendall, Seconded by Trustee Chapman.

Voting Yea: Trustee Webb, Chairman Scott, Trustee Kendall, Trustee Burnam, Trustee Chapman

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*Mary Jane Scott, Mayor*

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*Billie Chilson, City Clerk*

RESOLUTION NO. 2022-18

A RESOLUTION APPROVING PARTICIPATION IN THE MUNICIPAL ELECTRIC SYSTEMS OF OKLAHOMA’S INC’S  
MUTUAL AID AGREEMENT

WHEREAS, the Municipal Electric Systems of Oklahoma (MESO) is the state association for municipal owned electric systems in Oklahoma which has developed a means of allowing member systems to work together on storm restoration and/or construction projects called the Mutual Aid Agreement; and

WHEREAS, it is necessary for member systems to properly adopt an agreement that allows members to work together and which outlines policies and procedures to ensure fairness to and legal protection for the members working together; and

WHEREAS; it is the desire of the Mangum Utility Authority, a municipal electric system, to join with fellow member municipal electric systems through the MESO Mutual Aid Agreement to be available to assist other members and/or to request assistance from others when it is determined that such assistance is needed;

NOW THEREFORE BE IT RESOLVED, that the Trustees of the Mangum Utility Authority, a municipal electric system, a Public Trust of the City of Mangum hereby approve participation in the mutual aid program through the **MESO MUTUAL AID AGREEMENT** and hereby make their electric utility personnel and equipment available to assist fellow municipal electric systems when if possible and when requested; and

BE IT FURTHER RESOLVED, as a result hereof, the Trustees of the Mangum Utility Authority, a municipal electric system, a Public Trust of the City of Mangum is hereby authorized to request assistance for the utility system through the Mutual Aid Agreement when such need arises.

Dated the 1<sup>st</sup> Day of February, 2022.

ATTEST:

(Seal)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

Mangum Utility Authority A Public Trust

## MUTUAL AID AGREEMENT - ELECTRIC

### ARTICLE I. PURPOSE

The Municipal Electric Systems of Oklahoma, Inc. Mutual Aid Agreement is hereby established to provide a method whereby municipal electricity transmission and distribution utilities sustaining physical damage from natural disasters can obtain emergency assistance in the form of personnel, equipment, and materials, from other electric distribution utilities AND whereby participating utilities may obtain the same assistance in support of general operations. The purpose of this Agreement is to formally document such program and address current procedures.

### ARTICLE II. DEFINITIONS

- A. **AGREEMENT** –Municipal Electric Systems of Oklahoma, Inc. Mutual Aid Agreement. The original Agreement and all signatory pages shall be kept at the Municipal Electric Systems of Oklahoma, Inc. office, 308 NE 27<sup>th</sup> Street, Oklahoma City, Oklahoma 73105.
- B. **ASSISTING UTILITY** - Any participating utility which agrees to provide assistance to a REQUESTING UTILITY pursuant to this Agreement.
- C. **AUTHORIZED REPRESENTATIVE** - An employee of a PARTICIPATING UTILITY authorized by that utility to request or offer assistance under the terms of this Agreement.
- D. **PARTICIPATING UTILITY** - Any electric system which executes this Mutual Aid Agreement.
- E. **PERIOD OF ASSISTANCE** - The period of time covered by this Mutual Aid Agreement by which the REQUESTING UTILITY will reimburse the ASSISTING UTILITY for covered costs including, but not limited to, personnel, equipment usage based on a standard fee schedule, meals and lodging incurred by responding personnel.

*BEGINS:* With the departure of personnel of the ASSISTING UTILITY from any point for the purpose of traveling to the REQUESTING UTILITY in order to provide assistance.

*ENDS:* The period ends upon the return of all personnel of the ASSISTING UTILITY, after providing the assistance requested, to their residence or place of work whichever is first to occur.

**EXCEPTION:** The period of assistance shall not include any portion of the trip to the REQUESTING UTILITY or the return trip from the REQUESTING UTILITY during which the personnel of the ASSISTING UTILITY are engaged in a course of conduct not reasonably necessary to their safe arrival at or return from the REQUESTING UTILITY.

- F. **REQUESTING UTILITY** - Any PARTICIPATING UTILITY which sustains physical damage to its electrical system due to a natural disaster OR for general operations and seeks assistance pursuant to this Agreement.
- G. **WORK OR WORK-RELATED PERIOD** - Any period of time in which either the personnel or equipment of the ASSISTING UTILITY are being used by the requesting utility to provide assistance. Specifically included within such period of time are rest breaks when the personnel of the assisting utility will return to active work within a reasonable time. Specifically excluded within such a period of time are overnight rests in a hotel or other sleeping facility, breakfast, lunch, and dinner breaks.

### ARTICLE III. PROCEDURE

In the event that a PARTICIPATING UTILITY becomes a REQUESTING UTILITY, the following procedure shall be followed:

- A. The REQUESTING UTILITY shall initiate a request for Mutual Aid through one of the following methods:
1. contact the authorized representative of one or more of the PARTICIPATING UTILITIES;
  2. Contact the MESO JTS Director; or,
  3. Contact the Oklahoma Municipal Power Authority (OMPA) operations center.
  4. Upon contact, the REQUESTING UTILITY will provide them with the following information:
    - i. A general description of the damage sustained or work to be performed;
    - ii. The part of the electrical system for which assistance is needed, e.g. generation, transmission, substation, or distribution;
    - iii. The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
    - iv. The present weather conditions and the forecast for the next twenty-four hours; and,
    - v. A specific time and place for a representative of the REQUESTING UTILITY to meet the personnel and equipment of the ASSISTING UTILITY.
    - vi. The system voltages of the requesting utility anticipated to be worked on.



- B. When contacted by a REQUESTING UTILITY, the authorized representative of a PARTICIPATING UTILITY shall assess his/her utility's situation to determine whether it is capable of providing assistance. No PARTICIPATING UTILITY shall be under any obligation to provide assistance to a REQUESTING UTILITY. If the authorized representative determines that his/her utility is capable of, and willing to provide assistance, he/she shall so notify the authorized representative of the REQUESTING UTILITY and provide him/her with the following information:
1. A complete description of the personnel, equipment, and materials to be furnished to the REQUESTING UTILITY;
  2. The length of time the personnel, equipment, and material will be available;
  3. The work experience and ability of the personnel and the capability of the equipment to be furnished;
  4. The name of the person or persons to be designated as supervisory personnel; and
  5. The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the REQUESTING UTILITY.
- C. The personnel and equipment of the ASSISTING UTILITY shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the ASSISTING UTILITY. Representatives of the REQUESTING UTILITY shall suggest work assignments and schedules for the personnel of the assisting utility; however, the designated supervisory personnel of the ASSISTING UTILITY shall have the exclusive responsibility and authority for assigning work and establishing work schedules for the personnel for the ASSISTING UTILITY. The designated supervisory personnel shall maintain daily personnel time records and a log of equipment hours, be responsible for the operation and maintenance of the equipment furnished by the assisting utility, and report work progress to the REQUESTING UTILITY.
- D. The REQUESTING UTILITY shall have the responsibility of providing food and housing for the personnel of the ASSISTING UTILITY from the time of their arrival at the designated location to the time of their departure. The food and shelter provided shall be subject to the approval of the supervisory personnel of the ASSISTING UTILITY.
- E. The REQUESTING UTILITY shall have the responsibility of providing communication between the personnel of the ASSISTING UTILITY and the REQUESTING UTILITY.

#### ARTICLE IV. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be agreed upon prior to the providing of such assistance and shall be in accordance with the following provisions:

A. **PERSONNEL** - During the period of assistance, the ASSISTING UTILITY shall continue to pay its employees according to its then prevailing rules and regulations. The REQUESTING UTILITY shall reimburse the ASSISTING UTILITY for all direct and indirect payroll costs and expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as defined by the FEMA reimbursable payroll guidelines.

B. **EQUIPMENT** - The ASSISTING UTILITY shall be reimbursed for the use of its equipment during the period of assistance according to either a pre-established hourly rate or the most recent FEMA Schedule of Equipment Rates which includes fuel and maintenance of equipment. (Appendix B)

C. **MATERIALS AND SUPPLIES** - The ASSISTING UTILITY shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, unless such damage is caused by negligence of the ASSISTING UTILITY's personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged plus ten (10) percent of such cost. In the alternative, the parties may agree that the REQUESTING UTILITY will replace, with a like kind and quality as determined by the ASSISTING UTILITY, the materials and supplies used or damaged.

D. **PAYMENT** - The ASSISTING UTILITY shall bill the requesting utility for all reimbursable expenses not later than the 15th day of the month following the period of assistance. The REQUESTING UTILITY shall pay the bill in full not later than the 15th day following the billing date. Unpaid bills shall become delinquent upon the 16th day following the billing date and once delinquent shall accrue interest at the rate of twelve (12) percent per annum.

## ARTICLE V. INSURANCE

Each PARTICIPATING UTILITY shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each utility should have in its file a letter from their own insurance carrier authorizing them to work under the guidelines of this Agreement, and that there will be no lapse in their insurance coverage either on employees, vehicles, or liability.

## ARTICLE VI. DISPUTE RESOLUTION

Any dispute between signatories to this agreement, arising out of any action performed in furtherance thereof, shall be governed entirely by the applicable laws and administrative rules of the State of Oklahoma.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the \_\_\_\_\_  
\_\_\_\_\_ duly executes this Municipal  
Electric Systems of Oklahoma, Inc. Mutual Aid Agreement this \_\_\_\_\_ day of  
\_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
For the Participating Utility

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
For the Municipal Electric Systems of Oklahoma, Inc.

ATTEST:

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