

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on Monday, July 20, 2015, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

The City Council welcomes comments from citizens of Glenpool who wish to address any item on the agenda. Speakers are requested to complete one of the forms located on the agenda table and return to the City Clerk PRIOR TO THE CALL TO ORDER

AGENDA

- A) Call to Order - Timothy Lee Fox, Mayor**
- B) Roll call, declaration of quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor**
- C) Invocation –**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) Chamber of Commerce Report – Amy Rogers, President**
- F) City Manager Report – Roger Kolman, City Manager**
- G) Mayor Report – Timothy Lee Fox, Mayor**
- H) Council Comments**
- I) Public Comments**
- J) Scheduled Business**
 - 1) Discussion and possible action to approve minutes from July 6, 2015 meeting.**
 - 2) Discussion and possible action to adopt Ordinance No. 703, An Ordinance Of The Council Of The City Of Glenpool Amending Title 1, Administration; Chapter 9, City Departments; Article B, Finance Department; Section 1-9B-2: City Treasurer, Of The Code Of Ordinances Of The City Of Glenpool, Oklahoma, (2013) To Conform To Title 11, § 10-118 Of The Oklahoma Statutes, And Making Such Other Changes In Title 1, Chapter 9, Article B. As May Be Necessitated Thereby; Repealing All Ordinances Or Resolutions, Or Parts Of Ordinances Or Resolutions In Conflict Herewith; And Declaring An Emergency, tabled from July 6, 2015.
(Roger Kolman, City Manager)**
 - 3) Discussion and possible action to approve an Emergency Clause, upon finding it immediately necessary for the peace, health, and safety of the City of Glenpool and the inhabitants thereof that the provision of Ordinance 703 be put into full force and effect, thereby complying with Oklahoma Statutes and the City Code with respect to the appointment of a city treasurer, an emergency is hereby declared to exist by reason whereof the Ordinance shall take effect and be in full force and after its passage as provided by law, tabled from July 6, 2015.
(Lowell Peterson, City Attorney)**

- 4) Discussion and possible action on Corporate Resolution No. 15-07-03 of the City of Glenpool, "A Resolution Of The Council Of The City Of Glenpool Appointing Julie Casteen As The City Treasurer Of The City Of Glenpool In Addition To Her Current Duties As Finance Director For The City Of Glenpool, In Accordance With The Provisions Of Title 11, § 10-118 Of The Oklahoma Statutes, And Title 1, Administration; Chapter 9, City Departments; Article B, Finance Department; Sections 1-9B-1, Finance Director; And 1-9B-2: City Treasurer, Of The Code Of Ordinances Of The City Of Glenpool, Oklahoma, (2013)."
(Lowell Peterson, City Attorney)
- 5) Discussion and possible action on Corporate Resolution No. 15-07-01 of the City of Glenpool, "Resolution Authorizing The City Of Glenpool 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 Utility System Revenue Bonds, Tax Exempt Refunding Series 2010 A And Taxable Refunding Series 2010 B, Dated as of December 1, 2010."
(Julie Casteen, Finance Director)
- 6) Discussion and possible action on Corporate Resolution No. 15-07-02 of the City of Glenpool, "Resolution Authorizing The City Of Glenpool 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 Utility System Revenue Bonds, Tax Exempt Refunding Series 2011, Dated As Of January 1, 2011."
(Julie Casteen, Finance Director)
- 7) Discussion and possible action to approve/deny Tort Claim No. 200566-LR, Claimant Ms. Kimberly Coody.
(Lowell Peterson, City Attorney)
- 8) Discussion and possible action to renew Agreement between the City of Glenpool and the Glenpool Chamber of Commerce for professional services and lease of space in the City Hall/Conference Center for FY 2015-2016.
(Roger Kolman, City Manager)
- 9) Discussion and possible action to approve an Agreement between the City of Glenpool and the Glenpool School District for the Provision of a School Resource Officer, including drug dog services to the extent available, for Academic Year 2015-2016.
(Dennis Waller, Chief of Police)
- 10) Discussion and possible action to enter into a construction contract with Pavement Conservation Specialists, Inc. in an amount not to exceed \$245,034.26, for the purpose of completion of Phase VII Street Improvement Project, and to authorize the City Manager to execute all contract documents.
(Lynn Burrow, Community Development Director)
- 11) Discussion and possible action to adopt the First Amendment To Agreement Of Compromise, Settlement and Release, being an amendment to the Settlement Agreement between and among the City of Glenpool, the Glenpool Utility Services Authority and Creek County Rural Water District No. 2, adopted May 11, 2015, with an effective date of May 15, 2015.
(Lowell Peterson, City Attorney)

K) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____, 2015 at _____am/pm.

Signed: _____
City Clerk



Glenpool Chamber of Commerce

Monthly Chamber Report for June 2015

Member Statistics		Contacts made:		
	Actual New Members	In Person	Phone	Email
Potential Membership	3	15+	20+	200+
O'Reilly's/K-9 Clippers/Osage Casino/ Leslie's Pools/Sonic/Sinclair/Roughnecks/Paradise Donuts/Stooges Diner/Connect Church/Zip Car Wash/Subway/Texon/FHG/Speedy's/AT&T/				
	Actual Current Membership	In Person	Phone	Email
Current Membership	232	15+	34	100+
New Members: Leslie's Pools/ABITL Finishing/Speedy's Mexican Grill				
Luncheon Attendance: Jan./58, Feb/92, Mar/96, Apr/69, May/53, July/59				

	Contacts made:	Events	In Person	Phone	Email
Community Marketing-Events		9	30	100+	1400
Tulsa Chamber Events-5					
Regional Coalition-1					
Street Cred-1					
Glenpool Events-2					
Not including Black Gold Days					

July/Aug 2015

City Council Meetings: July 6 and July 20, 6pm
 Glenpool Chamber Luncheon: August 12, Waiting to hear back from Capitol for Education speaker.
 Jiles Insurance Ribbon Cutting: July 16 @ 11am
 Ambassador Committee meeting : August 7, The Living Well
 Academic Foundation Meeting: August 13, Noon
 Planning Commission/Board of Adjustments Meeting: August 3, 6pm
 Glenpool Chamber Board Meeting : August 19
 Optimist Meeting: August 7
 Lion's Club Meeting : July 20/August 17
 OneVoice Task Force Meetings: See attached
 Junior Ambassador Roll-out: August 2015
 Government Relations: August 6, Noon
 Beautification Committee: August 17, Noon
 Membership Committee: August 10, Noon
 Fishing Derby: August 15, 9-1pm

	Contacts made:	Welcome Packs Distributed	In Person	Phone	Email
Public Relations		165	X	X	X

Task Forces for Legislation for 2016

Education: 2 meetings
 Regional Healthcare Strategies: 2
 Business Retention and Expansion: Aug 1
 Labor and HR: August 5
 Regional Tourism: July 22
 Small Business: August 6
 Development, Economy and Taxes: July 23

Transportation: July 23

Energy: July 24

Business and Environmental Resources: July 23, August 8

What We've Been Up To

- Planning Black Gold Days De-Briefing
- Updating website
- Reprint Maps/Guides
- Implementing Junior Ambassador Program with the School/Ambassadors-August
- Planning Fishing Derby with City
- Beautification Committee working on Trash Can Rehab for City Park
- Implementing Chamber Mob for Glenpool Businesses
- Sending 50 bags to Water Department, sent 65 to RV Ranch for Rodeo visitors staying in Glenpool
- Newsletters
- Social Media/Facebook/ Twitter updates
- Task Force Legislation for OneVoice
- Taxes/Form 990/Quickbooks Instruction

MINUTES

CITY COUNCIL MEETING

July 6, 2015

The Regular Session of the Glenpool City Council was held at 6:00 p.m., Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present: Jennifer Ballew; Momodou Ceesay; Tim Fox; and Brandon Kearns. Patricia Agee was absent.

Staff present: Roger Kolman, City Manager; Lowell Peterson, City Attorney; Susan White, City Clerk; Lynn Burrow, Community Development Director; Rick Malone, City Planner; Dennis Waller, Police Chief and Paul Newton, Fire Chief. Also present were: Jason Yarbrough, First Baptist Church, Glenpool; Kristie Walton, EMS Plus; and Matt Davis, EMS Plus.

- A) Mayor Fox called the meeting to order at 6:00 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Jason Yarbrough offered the Invocation.**
- D) Mayor Fox led the Pledge of Allegiance.**
- E) Glenpool Conference Center Report – Lea Ann Reed, Conference Center Director**

Ms. Reed highlighted June events held at the Glenpool Conference Center, as well as a recap of the activity and revenues collected for the past fiscal year.

She announced some upcoming community events scheduled through October.

- F) Community Development Report – Lynn Burrow, Community Development Director**

Mr. Burrow updated the Council on current private and public development projects throughout the city.

- G) City Manager Report – Roger Kolman, City Manager**

Mr. Kolman introduced Mr. Wes Richter as the new Glenpool Public Works Director. Mr. Richter has offered his assistance in the transition from Severn Trent.

Mr. Kolman announced his plans to attend the CMAO Conference in Claremore next week. While there he intends to make application to the Board to host that event at the Glenpool Conference Center next year. Additionally he urged the Council members to also invite any large scale event coordinators to consider the Glenpool Conference Center as the host facility.

- H) Mayor Report – Tim Fox, Mayor**

Mayor Fox expressed his appreciation to the citizens for a successful July 4th holiday. He recognized a celebration at Taylor's Pond to commemorate the holiday which consisted of a children's parade. The resident children decorated their bicycles and paraded around the housing addition. The parade was even led by a Glenpool police unit. He feels that the event promoted good

will among neighbors and instilled patriotism in the children. Mayor Fox challenged other Glenpool neighborhoods to consider a similar event in their respective areas for future July 4th celebrations.

I) Council Comments

None

J) Public Comments

Councilor Kearns announced the passing of long-time Glenpool business owner of Ken's Daylight Donuts and urged everyone to keep the family in their thoughts and prayers.

K) Public Recognition for Kristie Walton

Mayor Fox recognized Kristie Walton for her many years of dedicated service to the community as Owner/Manager of EMS Plus, LLC.

L) Scheduled Business

1) Discussion and possible action to approve minutes from June 15, 2015 meeting.

MOTION: Vice Mayor Ceesay moved, second by Councilor Kearns to approve minutes as presented.

FOR: Councilor Ballew; Vice-Mayor Ceesay; Mayor Fox; Councilor Kearns

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

2) Discussion and possible action to adopt Ordinance No. 703, Appointing Julie Casteen, Finance Director, As City Treasurer, Providing For No Additional Salary For Such Duties As Are Prescribed For The Office Of City Treasurer, And Directing That The Finance Director/City Treasurer Has Supervision And Control Of The Department Of Finance, All As Provided By Title 11, § 10-118 Of The Oklahoma Statutes And Sections 9-1b-1 And 9-1b-2(B) Of The Glenpool City Code.

Mayor Fox announced that he was advised by Mr. Kolman that Items 2 and 3 weren't ready for Council action and should be tabled.

MOTION: Councilor Kearns moved, second by Councilor Ballew to table Items 2 and 3.

FOR: Vice-Mayor Ceesay; Mayor Fox; Councilor Kearns; Councilor Ballew

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

3) Discussion and possible action to approve an Emergency Clause, upon finding it immediately necessary for the peace, health, and safety of the City of Glenpool and the inhabitants thereof that the provision of Ordinance 703 be put into full force and effect, thereby complying with Oklahoma Statutes and the City Code with respect to the appointment of a city treasurer, an emergency is hereby declared to exist by reason whereof the Ordinance shall take effect and be in full force and after its passage as provided by law.

See action on Item 2.

- 4) **Discussion and possible action to adopt Ordinance No. 704, An Ordinance Amending Title 10, Building And Development; Chapter 2, Building Codes And Regulations; Article A, Building Codes; Sections 10-2A-1 Through 10-2A-2-1, Of The Ordinances For The City Of Glenpool, Oklahoma, Repealing Ordinances Or Parts Of Ordinances In Conflict Herewith; And Declaring An Emergency.**

John Staires, Glenpool Building Official introduced Ordinance No. 704 and described its purpose.

MOTION: Councilor Kearns moved, second by Vice-Mayor Ceesay to adopt Ordinance No. 704 as presented.

FOR: Mayor Fox; Councilor Kearns; Councilor Ballew; Vice-Mayor Ceesay

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

- 5) **Discussion and possible action to approve an Emergency Clause, upon finding it immediately necessary for the preservation of the peace, health, and safety of the City of Glenpool and the inhabitants thereof that the provisions of Ordinance 704, An Ordinance Amending Title 10, Building Codes And Regulations; Article A, Building Codes; Sections 10-2A-1 Through 10-2A-2-1, Of The Ordinances For The City Of Glenpool, Oklahoma; Repealing Ordinances Or Parts Of Ordinances In Conflict Herewith; And Declaring An Emergency, to wit that the Building Code for the City of Glenpool be brought into immediate compliance with the Oklahoma Uniform Building Code Commission Act, an emergency is hereby declared to exist, by reason whereof Ordinance No. 704 shall take effect and be in full force from and after its passage as provided by law.**

Lowell Peterson, City Attorney declared the reason for the Emergency Clause is the City is currently out of compliance with state law regarding the Building Code and therefore the Ordinance should take effect immediately.

MOTION: Vice-Mayor Ceesay moved, second by Councilor Kearns to adopt Emergency Clause as it pertains to Ordinance No. 704.

FOR: Councilor Kearns; Councilor Ballew; Vice-Mayor Ceesay; Mayor Fox

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

- 6) **Discussion and possible action to renew the Agreement among EMS Plus, the Glenpool Area Emergency Medical Service District ("GEMS") and the City of Glenpool to provide ambulance service for Glenpool for FY 2015-2016.**

Susan White, City Clerk presented the Agreement for Council action. She pointed out a few amendments from the previous year's document. Matt Davis, EMS Plus addressed the Council confirming his support for the Agreement, with the exception of Section 14.1 Specified Fees. Mr. Davis submitted his desire to increase the fees and offered his rationale to support his request. He proposed the following rate increases: Level 1...\$700 to \$850; Level 2...\$750 to \$950; Non Emergency....\$400 to \$750; Mileage per Loaded Mile...\$12 to \$16.95.

MOTION: Councilor Kearns moved, second by Vice-Mayor Ceesay to renew the Agreement, amending Section 14.1 to include fees as submitted by Matt Davis, EMS Plus.

FOR: Councilor Ballew; Vice-Mayor Ceesay; Mayor Fox; Councilor Kearns

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

7) Discussion and possible action to accept Roadway Right-of-Way and associated Deed of Dedication located on East 126th Street, Glenpool, Oklahoma.

Mr. Lynn Burrow, Community Development Director recommended Council accept Roadway Right-of-Way Deed of Dedication documents.

MOTION: Vice-Mayor Ceesay moved, second by Councilor Kearns to accept the Roadway Right-of-Way and Deed of Dedication.

FOR: Vice-Mayor Ceesay; Mayor Fox; Councilor Kearns; Councilor Ballew

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

8) Discussion and possible action to approve professional services proposal from Traffic Engineering Consultants, Inc. and authorize City Manager to execute Agreement.

Lynn Burrow presented a proposal from Traffic Engineering Consultants to conduct a traffic impact analysis for the area identified as US Hwy 75 between 151st and 161st streets as it relates to future commercial and industrial development. Mr. Burrow identified the total cost for the study and resulting report to be \$36,000. However three private businesses have agreed to share the cost with the City since they will directly benefit from the report analysis, thereby lessening the City's cost to \$15,000.

MOTION: Councilor Kearns moved, second by Mayor Fox to approve proposal from Traffic Engineering Consultants, Inc., and authorize the City Manager to execute the Agreement.

FOR: Mayor Fox; Councilor Kearns; Councilor Ballew; Vice-Mayor Ceesay

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

L) Adjournment.

- Meeting was adjourned at 6:55 p.m.

Date

Mayor

ATTEST:

City Clerk



To: HONORABLE MAYOR AND CITY COUNCIL

From: Roger Kolman, City Manager

Date: July 20, 2015

Subject: Ordinance No. 703

Background:

Title 11 § 10-118 of the Oklahoma Statutes requires that the City Treasurer shall be an officer of the City appointed by the City Council for an indefinite term. It does not require that such appointment be done by ordinance.

The statutory provision authorizes the City Council to provide by ordinance that the same person may hold the office of City Clerk *and* the office of City Treasurer. The statute also provides that the person appointed as City Treasurer may be employed by the City to perform duties not related to his or her position as City Treasurer. In doing so, the Council may or may not provide that there shall be additional compensation for such unrelated duties.

As written, under Section 1-9B-1 of the City Code, the Finance Director is appointed by the City Manager for an indefinite term and has supervision and control of the Department of Finance.

Section 1-9B-2(A) of the City Code currently provides that the City Council may direct in the ordinance appointing the City Treasurer that the same person may hold the offices of Finance Director and City Treasurer. As written, Section 1-9B-2(A) is not authorized by Section 10-118 of Title 11 because the statute does not require the City Council to appoint the City Treasurer by ordinance and does not authorize the City Council to provide by ordinance that the same person may be Finance Director and City Treasurer.

Historically, the City Treasurer appointed by the City Council for Glenpool has been the same person appointed by the City Manager as Finance Director. That is a practice that the Council has indicated it wishes to implement for FY 2015-2016.

Therefore, to comply with Title 11 of the Statutes and effect the wishes of the Council, two steps are necessary:

1. Amend the City Code to remove the references to an "appointing ordinance" and to allowing the same person to serve as City Treasurer and Finance Director.
2. Adopt a resolution appointing the Finance Director to be the City Treasurer and providing that the salary for her duties as Finance Director shall be provided for in the annual budget.

Staff Recommendation:

I recommend the adoption of Ordinance No. 703 in order to conform to the statutory language providing that the City Treasurer may be a person employed by the City to perform unrelated job duties and to provide that the salary for either the position of City Treasurer or the

unrelated job duties of a City Treasurer who is otherwise employed by the City will be provided for separately by in the annual budget.

I also recommend the adoption of Resolution No. 15-07-03 expressly appointing our current Finance Director to be the City Treasurer and providing that the salaries for either or both positions shall be provided for in the annual budget.

Attachments:

- Proposed Ordinance No. 703
- Emergency Clause
- Proposed Resolution No. 15-07-03

ORDINANCE NO. 703

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENPOOL AMENDING TITLE 1, ADMINISTRATION; CHAPTER 9, CITY DEPARTMENTS; ARTICLE B, FINANCE DEPARTMENT; SECTION 1-9B-2: CITY TREASURER, OF THE CODE OF ORDINANCES OF THE CITY OF GLENPOOL, OKLAHOMA, (2013) TO CONFORM TO TITLE 11, § 10-118 OF THE OKLAHOMA STATUTES, AND MAKING SUCH OTHER CHANGES IN TITLE 1, CHAPTER 9, ARTICLE B. AS MAY BE NECESSITATED THEREBY; REPEALING ALL ORDINANCES OR RESOLUTIONS, OR PARTS OF ORDINANCES OR RESOLUTIONS IN CONFLICT HEREWITH; AND DECLARING AN EMERGENCY

WHEREAS, Title 11 § 10-118 of the Oklahoma Statutes requires that the City Treasurer shall be an officer of the City appointed to that position by the City Council for an indefinite term; and

WHEREAS, Title 11 § 10-118 of the Oklahoma Statutes provides that the person appointed by the City Council may be employed by the City to perform duties not related to his or her position as City Treasurer; and

WHEREAS, Title 11 § 10-118 of the Oklahoma Statutes provides that the salary, if any, for such unrelated duties shall be provided for separately by ordinance; and

WHEREAS, Section 9-1B-1 of the City Code provides that the Finance Director shall be an officer of the City appointed by the City Manager for an indefinite term and shall have supervision and control of the Department of Finance; and

WHEREAS, Section 9-1B-2(A) of the City Code provides that the City Treasurer shall be an officer of the City appointed by the City Council for an indefinite term; and

WHEREAS, the City Council now desires to amend Section 9-1B-2 of the City Code to remove the references to an “appointing ordinance” and to allowing the same person to serve as City Treasurer and Finance Director.

BE IT THEREFORE ORDAINED, by the City Council for the City of Glenpool, Oklahoma **THAT**:

§ 1. Section 1-9B-2: CITY TREASURER, of the Code of Ordinances of the City Of Glenpool, Oklahoma, (2013), shall be amended to read as follows:

1-9B-1: FINANCE DIRECTOR:

The finance director shall be an officer of the city appointed by the city manager for an indefinite term. The finance director shall have supervision and control of the department of finance. (2013 Code)

[No edits on § 1-9B-1, included for reference only]

1-9B-2: CITY TREASURER:

A. Office Created; Appointment And Term: The city treasurer shall be an officer of the city, appointed by the city council for an indefinite term. The same person may hold the offices of city clerk and city treasurer.

B. Duties:

1. Subject to such regulations and policies as may be established by the city council or the city manager, the city treasurer shall:
 - a. Deposit daily funds received for the city in such depositories as the city council may designate;
 - b. Cooperate with the city manager and the city council in the process of creating the annual budget ordinance;
 - c. Keep one or more accounts accurately reflecting all city revenues and expenditures;
 - d. Keep one or more accounts accurately reflecting all trust authority revenues and expenditures;
 - e. Ensure the timely payment of all city payroll, tax and debt obligations; and
 - f. Have such other powers, duties and functions related to his or her statutory duties as may be prescribed by law, ordinance or directive.
2. The person who serves as city treasurer may be employed by the city to perform duties not related to the position of city treasurer.

C. Compensation: Compensation for the position of city treasurer shall be designated within the annual municipal budget. The salary, if any, for such additional duties as are authorized by subsection (B)(2) shall likewise be provided for separately within the annual municipal budget.

§ 2. All ordinances or parts of ordinances in conflict with this Ordinance shall be and hereby are repealed and of no effect from the date of adoption of this Ordinance.

PASSED AND APPROVED by the City Council of the City of Glenpool this 20th day of July 2015.

Tim Fox, Mayor

ATTEST:

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

WHEREAS, it being immediately necessary for the preservation of the peace, health, and safety of the City of Glenpool and the inhabitants thereof, and in particular to ensure that appointment of the City Treasurer conforms immediately to the requirements of the State of Oklahoma Statutes and City of Glenpool Code, the Council declares that an emergency exists and that, therefore, the foregoing Ordinance 703 shall take effect and be in full force immediately upon and after its passage as provided by law.

PASSED AND APPROVED by the City Council of the City of Glenpool this 20th day of July 2015.

Tim Fox, Mayor

ATTEST:

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

RESOLUTION NO. 15-07-03

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENPOOL APPOINTING JULIE CASTEEN AS THE CITY TREASURER OF THE CITY OF GLENPOOL IN ADDITION TO HER CURRENT DUTIES AS FINANCE DIRECTOR FOR THE CITY OF GLENPOOL, IN ACCORDANCE WITH THE PROVISIONS OF TITLE 11, § 10-118 OF THE OKLAHOMA STATUTES, AND TITLE 1, ADMINISTRATION; CHAPTER 9, CITY DEPARTMENTS; ARTICLE B, FINANCE DEPARTMENT; SECTIONS 1-9B-1, FINANCE DIRECTOR; AND 1-9B-2: CITY TREASURER, OF THE CODE OF ORDINANCES OF THE CITY OF GLENPOOL, OKLAHOMA, (2013)

WHEREAS, Title 11 § 10-118 of the Oklahoma Statutes requires that the City Treasurer shall be an officer of the City appointed to that position by the City Council for an indefinite term; and

WHEREAS, Title 11 § 10-118 of the Oklahoma Statutes provides that the person appointed by the City Council to serve as City Treasurer may be employed by the City to perform duties not related to his or her position as City Treasurer; and

WHEREAS, Title 11 § 10-118 of the Oklahoma Statutes provides that the salary, if any, for such unrelated duties shall be provided for separately; and

WHEREAS, Section 9-1B-1 of the City Code provides that the Finance Director shall be an officer of the City appointed by the City Manager for an indefinite term and shall have supervision and control of the Department of Finance; and

WHEREAS, Section 9-1B-2(A) of the City Code provides that the City Treasurer shall be an officer of the City appointed by the City Council for an indefinite term; and

WHEREAS, Section 9-1B-2(B)(2) of the City Code, as amended, provides, that the person who serves as City Treasurer may be employed by the City to perform duties not related to the position of City Treasurer; and

WHEREAS, Section 9-1B-2(B)(2) of the City Code, as amended, provides, that the salary, if any, for such additional duties shall be provided for separately within the annual municipal budget; and

WHEREAS, Title 11 § 8-105 of the Oklahoma Statutes provides that the City Council shall require the municipal treasurer to give bond for the faithful performance of his or her duties within ten days after his or her appointment in such amount and form as the City Council shall prescribe and shall pay the premiums on such bonds.

BE IT THEREFORE RESOLVED, by the City Council for the City of Glenpool, Oklahoma
THAT:

§ 1. Ms. Julie Casteen shall be and hereby is appointed to the position of City Treasurer for an indefinite term.

§ 2. As City Treasurer, Ms. Casteen may also be employed, by appointment by the City Manager, to perform the additional duties of Finance Director for the City of Glenpool, or such other additional duties as deemed appropriate and necessary by the City Manager.

§ 3. The salary for the position of City Treasurer and for such additional duties, if any, shall be provided for separately within the annual municipal budget.

§ 4. The Surety Bond issued by Western Surety Company in the form and amount attached hereto and incorporated herein as Exhibit A is approved and the City Council hereby authorizes the payment of all associated premiums. The Certificate attesting to compliance with this requirement is likewise approved and attached hereto and incorporated herein as Exhibit B.

PASSED AND APPROVED by the City Council of the City of Glenpool this 20th day of July 2015.

Tim Fox, Mayor

ATTEST:

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney



To: HONORABLE MAYOR AND CITY COUNCIL
From: Julie Casteen, Finance Director
Date: July 16, 2015
Subject: Annual Renewal of Revenue Bond Security Agreements, Regarding Bonds Issued December 2010 and January 2011

Background:

In connection with the Series 2010 A, Series 2010 B and Series 2011 Utility System Revenue Bonds issued by GUSA as of December 1, 2010, and January 1, 2011, respectively, the City and GUSA entered into certain Security Agreements whereby the City secures to bondholders payment of the debt service on such bonds by agreeing to deposit in its 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.

Based on Oklahoma law regarding the encumbrance of annual revenues, these Security Agreements must be renewed for successive annual periods commencing July 1, 2011. This was accomplished by adoption by the Council of an identical resolution on July 16, 2012; July 15, 2013; and July 7, 2014. Notice of the renewal must be provided to the Authority and to the Bond Trustee, not later than July 31 of each year.

Staff Recommendation:

For all the foregoing reasons and benefits, staff recommends that the City adopt the attached resolutions renewing the Security Agreements for FY 2015-2016.

Attachment:

- Proposed Resolution No. 15-07-01, 2010 Bonds
- Proposed Resolution No. 15-07-02, 2011 Bonds

RESOLUTION NO. 15-07-01 OF THE CITY OF GLENPOOL

RESOLUTION AUTHORIZING THE CITY OF GLENPOOL 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 UTILITY SYSTEM REVENUE BONDS, TAX EXEMPT REFUNDING SERIES 2010 A AND TAXABLE REFUNDING SERIES 2010 B, DATED AS OF DECEMBER 1, 2010

WHEREAS, the Glenpool Utility Services Authority (the "Authority") issued certain tax-exempt and taxable Utility Service Revenue Bonds dated as of December 1, 2010, in Series 2010 A and Series 2010 B, respectively, in order to fund a project that consisted of the acquisition, construction, furnishing and equipping of 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

WHEREAS, in order to better secure the payment of the Bonds, the City and the Authority entered into a Security Agreement whereby City tax revenues were pledged to debt service on the foregoing 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, happened and been performed.

BE IT THEREFORE RESOLVED by the City Council for the City of Glenpool, Oklahoma:

§ 1. The City Council shall and hereby does exercise the option provided by Section 4 of the foregoing Security Agreement to renew such Agreement for the fiscal year period commencing July 1, 2015 and concluding June 30, 2016. Notice of such renewal shall be provided to the Authority Board of Trustees and the Bond Trustee, not later than July 31, 2015.

PASSED AND APPROVED by the City Council of the City of Glenpool this 20th day of July 2015.

Timothy Lee Fox, Mayor

ATTEST:

[MUNICIPAL SEAL]

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

RESOLUTION NO. 15-07-02 OF THE CITY OF GLENPOOL

**RESOLUTION AUTHORIZING THE CITY OF GLENPOOL 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 UTILITY SYSTEM
REVENUE BONDS, TAX EXEMPT REFUNDING SERIES 2011, DATED
AS OF JANUARY 1, 2011**

WHEREAS, the Glenpool Utility Services Authority (the "Authority") issued certain tax-exempt Utility Service Revenue Bonds dated as of January 1, 2011, in Series 2011, in order to fund a project that consisted of the acquisition, construction, furnishing and equipping of 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

WHEREAS, in order to better secure the payment of the Bonds, the City and the Authority entered into a Security Agreement whereby City tax revenues were pledged to debt service on the foregoing 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, happened and been performed.

BE IT THEREFORE RESOLVED by the City Council for the City of Glenpool, Oklahoma:

§ 1. The City Council shall and hereby does exercise the option provided by Section 4 of the foregoing Security Agreement to renew such Agreement for the fiscal year period commencing July 1, 2015 and concluding June 30, 2016. Notice of such renewal shall be provided to the Authority Board of Trustees and the Bond Trustee, not later than July 31, 2015.

PASSED AND APPROVED by the City Council of the City of Glenpool this 20th day of July 2015.

Timothy Lee Fox, Mayor

ATTEST:

[MUNICIPAL SEAL]

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

NOTICE OF TORT CLAIM**OKLAHOMA MUNICIPAL ASSURANCE GROUP (OMAG) – MUNICIPAL LIABILITY PROTECTION PLAN****A. CLAIMANT REPORT**To the Glenpool
Public entity you are filing the claim against.**PLEASE PRINT OR TYPE AND SIGN****IMPORTANT NOTICE:** This notice will be sent to OMAG Claims Dept. for investigation. You may expect them to contact you.CLAIMANT(S) Kimberly Cuddy CLAIMANT(S) SOCIAL SECURITY NO. [REDACTED]
ADDRESS 21332 Ferguson Road CLAIMANT(S) DATE OF BIRTH [REDACTED] Circle: M (F)
Haskell OK 74436 PHONE: HOME [REDACTED] BUS. ()

1. DATE AND TIME OF INCIDENT 6-3-15 (Exact Date Required) 11:15 (Continue on another sheet if needed for any information requested)
(X) a.m. () p.m.
2. LOCATION OF INCIDENT 14th & Vancouver Ave
3. DESCRIBE INCIDENT Driving North on Vancouver - Grass Crew weeding on East Side of road. Rock thrown from weeder shattering driver passenger side front glass.

4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:**BODILY INJURY:** WAS CLAIMANT INJURED? YES NO X If yes, complete this section

Describe injury _____

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES NO X If so, please provide Employer info.

Employer's Name _____

Address _____

Phone _____

ALL MEDICAL BILLS (attach copies) \$ _____

LIST OTHER DAMAGES CLAIMED \$ _____

MEDICARE/MEDICAID/SOCIAL SECURITY DISABILITY:Is there any Social Security Disability involvement Yes X NoHas any medical bill been paid or will be paid by Medicare/Medicaid? Yes X No. If so, list Medicare/Medicaid Number.

Medicare/Medicaid Number _____

If the City is responsible for such bills, the City must report any settlement to Medicare/Medicaid.

I understand that the information requested is to assist the requesting insurance information arrangement to accurately coordinate benefits with Medicare/Medicaid and to meet its mandatory reporting obligation under Medicare Secondary Payer Act 42 U.S.C§1395y.

Medicare/Medicaid Beneficiary Name (please print) _____

Medicare/Medicaid Beneficiary Name Signature _____

PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.VEHICLE YEAR 2006 MAKE Lexus MODEL GX470**NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.**

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS _____

PROPERTY DAMAGE (Attach repair bills or estimates if available) \$ _____

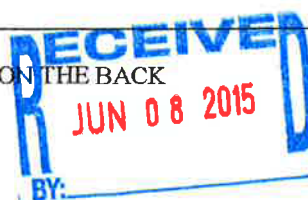
LIST OTHER DAMAGES CLAIMED \$ _____

5. NAME OF YOUR INSURANCE CO. Farmers POLICY NO. _____ AMOUNT CLAIMED \$ _____ AMOUNT RECEIVED \$ _____**6. The names of any witnesses known to you:**Name Chuck Berryhill Address _____ Phone Number _____Name Chance Wroten - minor Address _____ Phone Number _____

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM.

TOTAL CLAIM.....\$ 279.80SIGNATURE(S) K. CuddyDATE 6-3-15

CONTINUE ON THE BACK



B. THIS SECTION IS FOR USE BY THE PUBLIC ENTITY WHICH RECEIVES THE CLAIM

To inquire about this claim you may write to OMAG Claims Dept. or call 1-800-234-9461

This Notice of Tort Claim was received by Susan White & Darrell Colbert

(Title) City Clerk & Accounts Pay Clerk on June 8, 20 15

For further information on this claim contact Susan White

(Title) City Clerk, by telephone at 918-209-4630

The following reports, statements or other documentation, which support our understanding of the facts relating to this claim are attached:

Incident Report of Streets & Parks describing accident, Photos of damage, Total Cost to Repair damage

Information for City Owned Vehicle Involved:

Year: _____ Make: _____ Model: _____ Last 4 Vin#: _____ Dept: _____

As a result of this incident, are there damages to the City vehicle? YES ☒ NO

If YES, please fill out an OMAG Auto Loss Notice to have it repaired.

Persons who have knowledge of the circumstances surrounding this claim are:

Name	Title/Position	Telephone
1. <u>Chuck Berryhill</u>	<u>Streets & Parks Sup.</u>	<u>918-734-4675</u>
2. <u>Kimberly Coady</u>	<u>Claimant</u>	<u>918-734-3446</u>
3. _____	_____	_____
4. _____	_____	_____

Submitted by: [Signature] Date 6/8/15, 20 _____

Title: A/P & AP Clerk, City of Glenpool

AFTER THE PUBLIC ENTITY HAS RECEIVED THIS CLAIM, PLEASE PROVIDE INFORMATION REQUESTED ABOVE AND IMMEDIATELY SEND TO:

OMAG Claims Dept.
3650 S. Boulevard
Edmond, OK 73013
Phone (405) 657-1400
Fax (405) 657-1401
claimsdepartment@omag.org



~~SECRET POINT, INC.~~
INCIDENT REPORT

~~SECRET~~/S ~~SECRET~~

DOC#

DATE OF INCIDENT: 6-2-2015

TIME OF INCIDENT: 11:15

LOCATION: 146st & Vancouver

WITNESS/ES:

REPORTING STAFF (PRINT NAME):

Chuck B. Hall

SIGNATURE:

DESCRIPTION OF INCIDENT:

One of the D.D.C. Workers Was Weed Eating by the Road on Vancouver. A Car Was Driving by on Vancouver When A Rock Flew up and Hit the Window of the Vehicle the Rock Hit the Right side Passenger Door Window and It Shattered the Window.

RECEIVED
JUN 08 2015
BY:

Customer Receipt

SAFELITE AUTOGLASS
17771 OZARK TRAIL
SAPULPA, OK 74066
** SERVICE QUESTIONS **
** CALL 918-224-4222 **

Date & Time: 06/04/15 09:45AM

Customer:
COODY, KIM

350 E 140th St
Glenpool, OK 74033

Home Phone: 918-734-3446
Work Phone: 918-322-9500
Service Phone: 918-734-3446
Work Order #: 01815_854647
(06508_854647)

Year 2006	Make LEXUS	Model GX 470
License 826FMO	Style 4 DOOR UTILITY	Stock/Unit#
Mileage 178688	VIN JTJBT20X370133013	
Purchase Order#		

Qty	Part	List Price	Selling Price	Flat Labor	Kit	MTRL
1	FD21848 GTY		168.95	60.00	0.00	0.00
1	DISPOSAL FEE		0.00	9.95	0.00	0.00
1	MOBILE FEE		0.00	24.99	0.00	0.00

Technician Name Technician ID

Kendall Smith 1815-289

Technician Notes

Part Subtotal:	168.95
Flat Labor Subtotal:	94.94
Subtotal:	263.89
Sales Tax:	15.91
Total:	279.80
Deductible:	0.00
Promo Discount:	0.00
Amount to Collect:	279.80
Payment Amount:	279.80
Amount Due:	0.00

Pending Credit Card ***3735, payment in the amount of \$279.80.
Authorization Code: 00375C

Your vehicle has been vacuumed!
Your exterior windows have been cleaned!

Signature: Koody

Safe to drive vehicle after: N/A



RECEIVED
JUN 08 2015
BY: _____





RECEIVED
JUN 08 2015
BY: _____



Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

June 29, 2015

Ms Kimberly Coody
21332 Ferguson Road
Haskell, Ok 74436

RE: Claimant: Ms. Kimberly Coody
 Claim No.: 200566-LR
 Date of Loss: 6/3/15
 Member: City of Glenpool

Dear Ms. Coody:

The Governmental Tort Claims Act, 51 Okla. Stat. Sec. 155 states:

"The state or a political subdivision shall not be liable if a loss or claim results from:

22. Any court-ordered or Department of Corrections approved work release program;"

Based on this exemption, we are recommending denial of this claim. It is our understanding that the person operating the weed eater was an inmate. Therefore, this exemption would apply.

Sincerely,

Lori Randall

cc: City of Glenpool

**ADDENDUM TO THE PUBLIC WORKS PROJECT CONTRACT
BY AND BETWEEN THE OKLAHOMA DEPARTMENT OF
CORRECTIONS AND
CITY OF GLENPOOL ,**

(insert contract party here)

The contractual agreement originally entered into by and between the Oklahoma Department of Corrections, hereinafter, Department, and the undersigned Oklahoma governmental or political subdivision, City of Glenpool, hereinafter, **Public Agency Or** City of Glenpool, whose governing body has requested in writing, that prisoners be assigned to a Public Works Project heretofore determined by the Oklahoma Board of Corrections to be of necessity for the public well-being and conducive to rehabilitation and the reduction of the recidivism among the participating prisoners. The original agreement, dated the 14th day of December, 20 11 is amended as follows:

1. Term of the Contract:

The term of the original agreement is amended, with the effective date of the agreement continued to the 30th day of June, 20 14. (the extended term can be no longer than the last day of the fiscal year)

DATE OF EXECUTION:

Date: 6-28-13

[Signature]
for the Oklahoma Department of Corrections

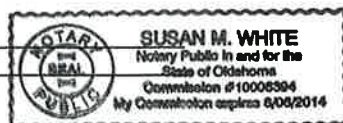
This agreement form has been approved by the Oklahoma Department of Corrections General Counsel.

[Signature]
for the City of Glenpool

Subscribed and sworn to before me this 17th day of June, 20 13

[Signature]
Notary Public

My commission expires:
My commission number is:



PUBLIC WORKS CONTRACT OKLAHOMA DEPARTMENT OF CORRECTIONS OKLAHOMA DEPARTMENT OF TRANSPORTATION			
DATE:			
<u>\$ 0</u>		A.	The cost of transportation of the offenders to and from the project.
<u>\$ 0</u>		B.	The cost of lodging and food for the offenders and correctional personnel assigned to the project.
<u>\$ 0</u>		C.	The cost of supervising the offenders.
\$0		D.	The cost of all tools and materials furnished by the Department.
\$60/mo	5	E.	The cost of the salaries of the assigned offenders (to be verified through sign-in/out sheets provided to the host facility)
<u>\$ 750/mo</u>		F.	Base Cost (through June 30, 2014)
\$ 0		SUBTOTAL	
\$ 1050		TOTAL COST TO BE BILLED MONTHLY	
 Oklahoma Department of Corrections  Agency Representative			
These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.			

**PUBLIC WORKS PROJECT CONTRACT
BY AND BETWEEN THE
OKLAHOMA DEPARTMENT OF CORRECTIONS AND
CITY OF GLENPOOL, OKLAHOMA**

This contractual agreement is entered into by, and between, the Oklahoma Department of Corrections, hereinafter, Department, and the undersigned Oklahoma governmental or political subdivision, City of Glenpool, hereinafter, **Public Agency**, whose governing body has requested in writing, that prisoners be assigned to a Public Works Project heretofore determined by the Oklahoma Board of Corrections to be of necessity for the public well-being and conducive to rehabilitation and the reduction of the recidivism among the participating prisoners. This writing is attached to this agreement and incorporated by reference.

This contract is authorized by 57 O.S. Section 215 et seq. entitled "The Prisoners Public Works Act."

For and in consideration of the following terms, conditions, and covenants the parties herein agree as follows:

1. The Public Agency requests that the offender workers perform the following responsibilities:

General Labor, construction, mechanical, and any other duties needed by the Public Agency within the guidelines of this contract.

The Public Agency will also provide work orders, job duties and assignments, and any training to the prisoners and will provide a safe working environment. The Public Agency will furnish all materials and tools necessary for the Public Works Project.

2. The Public Agency covenants that it is a public entity as required by 57 O.S. Section 216, and is entitled to conduct a Public Works Project and the project will meet the requirements of the Prisoners Public Works Act.
3. The Public Agency agrees to use prisoners assigned to the Public Works Project on public property only, except that offender labor may be used on private property for a public purpose. Labor conducted on private property must be approved by the Department representative prior to said work beginning. Public purpose will be defined as a purpose generally affecting the public good of the inhabitants of the state or political subdivision in aid of exercising a governmental function. The prisoners will be utilized as a group for this purpose and not as individuals.

4. The Public Agency will not use the prisoners to provide personal services for private benefit nor to supervise other offenders or prisoners, nor to operate any motor vehicles. The Public Agency will allow the Department to conduct unscheduled periodic visits to the Public Works Project work site to monitor the prisoners and contract compliance.
5. The Public Agency agrees to comply with the Department's prisoners' work force racial balance requirement, and will, upon request, relinquish any assigned prisoner to the custody of the Department.
6. For community placement prisoners, the Public Agency agrees to cooperate and provide prisoner counts at least twice daily and provide close supervision of the prisoner's whereabouts. For minimum security prisoners, the Public Agency agrees that the supervisor will visually observe each prisoner at least every half hour, and that a formal count will be conducted and documented in a log book every 2 hours. The Public Agency will immediately notify the Department and the local law enforcement agency if any prisoner is missing and believed to have escaped and will immediately report any other serious rule infraction. Failure to return to the facility will be deemed an escape and subject to penalty provided by law. The Department will have the ultimate responsibility for the security of the prisoners.
7. The Public Agency agrees to pay a base cost of \$750 per month and \$60 a month per offender for wages.
8. No prisoner so assigned will be considered as an employee of the requesting Public Agency or the Department of Corrections; nor will any such prisoner come within any of the provisions of the State's Labor Code, (40 O.S. 2001 sec. 1 et seq.) or be entitled to any benefits there under whether on behalf of him/herself or that of any other person.
9. The Director of the Department of Corrections or his designee will at all times during the term of this contract have full jurisdiction and authority, to include immediate access, over the discipline and control of the prisoners performing work on the public works project. Unsatisfactory job performance will be documented and reported to the Department by a representative of the Public Agency for discipline, which may include removal and forfeiture of any earned credits or both.
10. The prisoners, while assigned to the Public Works Project, will, for the purpose of punishment for escape, be deemed to be on trusty status and will be under the custody and control of the Department of Corrections. The limits of the place of confinement are extended under the special conditions of this Prisoner Public Works Project pursuant to 57 O.S. sec. 501.1 (A) (4).
11. The Department will select and assign eligible prisoners to work for the Public Agency. The prisoners, while assigned to the Public Works Project,

will be exempt from the provisions of the Worker's Compensation Act, (85 O.S. sec. 1 et seq.).

12. The Department will be responsible for the cost of medical and dental health care needs of the prisoners including emergencies while assigned to the Public Works Project, unless said medical condition was caused by the action or lack of action by the Public Agency of one of its representatives, or unless otherwise agreed in writing.
13. The Public Agency will, unless otherwise agreed, provide the transportation to and from the work site of the prisoners assigned to the Public Works Project. The Department will provide lunches to the prisoners unless otherwise agreed.
14. The Department will provide the Public Agency with copies of relevant Department operational policies and procedures that are applicable, as well as the training and orientation required for proper implementation and security.
15. The Public Agency, unless otherwise agreed, will provide work shifts of no longer than eight working hours and to utilize prisoners for no more than eight hours per shift. The normal working hours will be between 0700 and 1800 hours each working day. Weekend and night shifts are not prohibited by this contract but may be utilized under the terms and conditions of this contract. Any additional or different work shifts required will be approved by the warden or district supervisor of the prisoner's correctional facility and attached as an addendum.
16. Either party may immediately terminate this contract for the failure of the other party to perform as per the terms and conditions contained herein. Any damages will be as authorized by law in a court of competent jurisdiction except attorney's fees and related legal costs, which will be, borne by each party separately. Both parties in determining failure to perform will consider any mitigating circumstances.
17. In the event a bona fide dispute or a conflict of interest arises between the parties which cannot be resolved through reasonable diligence, either party may request mediation under the Oklahoma Dispute Resolution Act, 12 O.S. sec. 1801 et seq., as amended. Such request will not be unreasonably refused by the other party. The parties agree that the cost of this process will be borne separately by each party. Any dispute will not effect the performance requirements and duties of this contract. The contract will remain in full force and effect unless otherwise terminated or agreed between the parties.
18. The Public Agency will maintain all records, books of accounts, and such other documents required by law to be maintained and accounted for, and will maintain them in a safe place, and make them available to state and federal officials for inspection as authorized by law, including inspection by the duly authorized officers of the Department. The Public Agency will

retain all records, books of accounts, and such other documents relevant to this contract for a period of three years and will make them available for inspection by state and federal officials as required by law, including inspection by the duly authorized officers of the Department.

19. If any provision, clause, or paragraph of this contract or any document incorporated by reference will be determined invalid by a court of competent jurisdiction, such determination will not affect the other provisions, clauses or paragraphs of this contract, which is not affected by the determination. The provisions, clauses or paragraphs, and any documents incorporated by reference are declared severable.
20. This contract will be governed by the laws of the State of Oklahoma, with the venue for any action to be in Oklahoma County.
21. The parties agree that the Governmental Tort Claims Act, 51 O.S. Section 151 et seq., is applicable. Nothing herein will be construed as a waiver of the sovereign immunity defense for the state of Oklahoma or the Department of Corrections.
22. Either party may terminate this contract for any reason by providing 30 days written notification to the other party by certified mail, return receipt requested. The notification period will begin to run upon the next day after the return receipt is signed.
23. All notices required in this contract will be mailed certified mail return receipt requested to the addresses of the parties set forth below.

For the Public Agency:

Ed Tinker, City Manager
P. O. Box 70
Glenpool, OK 74033

For the Department:

Rick Parish, District Supervisor
Tulsa District Community Corrections
440 S. Houston, Ste. 701
Tulsa, OK 74127

24. **Contract Term:** The term of this contract will be for a period beginning on the date of the execution set forth below and ending on the last day of the current fiscal year. The term of this contract may be extended up to a term of three consecutive one year terms, if agreed to by both parties but may be shorter if agreed in writing. Such extension must be in the form of an addendum as set out in Department of Corrections procedure, OP-090106 entitled "Prisoner Public Works Contracts and Assignment of Offenders to Public Works Programs."
25. The parties will execute this contract in duplicate originals by affixing their signatures hereto in the place provided, and by affixing their respective signatures will warrant that each has the authority to execute and bind their agencies.

26. The parties agree and understand that the prisoners will not displace any employee of the Public Agency nor reduce the employment opportunities of any citizen eligible and qualified.
27. A. The Public Agency will not allow any offender to operate or use any type of equipment unless and until the Public Agency has fully trained the offender in the proper and safe use of the equipment, and have documented records to support said training. Under no circumstances will the Public Agency allow an offender to operate any equipment which has had the manufacturer's safety devices modified or removed, nor allow any offender to operate any dangerous or unsafe equipment. Offenders will not be allowed to operate motor vehicles at any time.
- B. The Public Agency will not allow an employee or agent of the Public Agency to direct, manage or supervise an offender assigned to work on behalf of the Agency until the employee or agent has completed all training required by the Department of Corrections procedure, OP-090106 (Section VII. item D.).
28. A. The Public Agency agrees to the following special conditions, should the offender workers be required to work in the area of a school or in a location in which minor children are regularly located:
1. While the offender crew is working on the school grounds, or while the offender crew is supervised by employees or agents of the Public Agency, any damages caused by offenders assigned to the Public Agency will be the responsibility of the Public Agency.
 2. Department of Corrections' offenders shall be escorted by the Public Agency employees or agents at all times while away from the facility and when moving between school buildings or on school property.
 3. Department of Corrections' offenders assigned to duties outside of a confined area will be in direct line of sight of public agency employees or agents and monitored in an appropriate manner at such times as the offenders are outside confined spaces.
 4. Department of Corrections' offenders assigned to this agreement shall not be on school property when children are present. All work performed will be done when school is not in session.
- B. The Public Agency agrees to the following special conditions should the offender workers be assigned from Community Residential Supervision:

1. When outside the facility on assigned work detail, the work supervisor will have visual contact with the offender once every hour and the offender will not leave the defined work area without approval of the supervisor.

29. INDEMNIFICATION

- A. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Public Agency agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement.
- B. Without waiving any defense or immunity, and subject to the Oklahoma Tort Claims Act, the Department agrees to bear all expenses, fines, judgments, and cost(s), including its own attorney fees, which may arise from any and all acts of its officials, agents, and employees in relation to the performance or nonperformance of the Agreement."

DATE OF EXECUTION:

Date: 12-14-11

Reginald D. Davis
for the Oklahoma Department of Corrections

This agreement form has been approved by the Oklahoma Department of Corrections General Counsel.

[Signature]
for the City of Glenpool

Subscribed and sworn to before me this December 8th 2011 day of, 20 11

[Signature]
Notary Public

My commission expires: 11-21-13
My commission number is: 05010664

PUBLIC WORKS CONTRACT OKLAHOMA DEPARTMENT OF CORRECTIONS OKLAHOMA DEPARTMENT OF TRANSPORTATION			
DATE:			
\$ 0		A.	The cost of transportation of the offenders to and from the project.
\$ 0		B.	The cost of lodging and food for the offenders and correctional personnel assigned to the project.
\$ 0		C.	The cost of guarding the offenders.
\$0		D.	The cost of all tools and materials furnished by the Department.
\$60/mo	5	E.	The cost of the salaries of the assigned offenders (to be verified thru sign-in/out sheets provided to the host facility)
\$ 750/mo		F.	Base Cost (through June 30, 2012)
			December 2011 \$375 January 1, 2012 thru June 30, 2012
\$		SUBTOTAL	
\$0		Plus 10% Administrative Cost	
\$1,050		TOTAL COST PLUS TEN PERCENT TO BE BILLED MONTHLY	
 Reginald Hines Oklahoma Department of Corrections  Agency Representative			
These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.			



To: HONORABLE MAYOR AND CITY COUNCIL
From: Roger Kolman, City Manager
Date: July 15, 2015
Subject: Chamber of Commerce Agreement

Background:

The City of Glenpool has a long established relationship with the Glenpool Chamber of Commerce, relying upon their paid employees and a host of volunteers to provide various services to, and on behalf of the city. Those services have been valuable to the continued growth in Glenpool and are much appreciated. However, this year's agreement has been pared down from the services provided for in previous years to allow the chamber to focus on other issues for a short time. Once those issues have been addressed, the Chamber Board would like to return to the city to discuss an amendment to the agreement to once again expand the mutual services provided for in the agreement.

The proposed agreement calls for an annual payment of \$20,000 by the City of Glenpool for services required in the agreement and an additional \$5,000 to support the annual Black Gold Days event. The agreement is funded from line item 01-6-11-6235 in the FY2016 adopted budget. This agreement was approved by the Chamber's Board on July 15, 2015.

Staff Recommendation:

Staff recommends approval of the Agreement with the Glenpool Chamber of Commerce for fiscal year 2016.

Attachments:

Proposed Agreement.

AGREEMENT

This Agreement is entered into as of July 1, 2015, by and between the City of Glenpool, Oklahoma, a municipal corporation, hereinafter referred to as "City" and the Glenpool Chamber of Commerce, a not-for-profit corporation, hereinafter referred to as "Chamber."

I. City agrees to provide the following:

- A. City will provide space consisting of two offices and a reception area on the first floor of the City Hall/Conference Center to be occupied by the Chamber for its exclusive use.
- B. City will provide use of a conference room for periodic use by the Chamber with reasonable notice to the City and at no cost to the Chamber.
- C. City will provide and pay for all electricity, natural gas, and City-owned or managed utilities for said space.
- D. City will provide Chamber One Thousand and Six Hundred and Sixty Six Dollars and Sixty Six Cents monthly (\$1,666.66 monthly; aggregate of \$20,000.00 annually) as consideration for Chamber services that are of community-wide benefit to the City.
- E. City will provide personnel to supplement the front desk support provided by the Chamber as required under Section II, for up to one day per week during any non-emergency situation. Such supplemental support shall only be required when existing Chamber personnel are needed to assist with an event being sponsored or promoted under the requirements of Section II of this Agreement. Routine requests for support will be submitted to the City Manager at least 72 hours in advance. Under no circumstances shall the City be required to provide such supplemental support for more than 10 days during any year that this Agreement is in force.
- F. City will support the economic development goals of the annual Black Gold Day event by contributing no more than \$5,000.00, subject to such reasonable restrictions on its use as the City deems appropriate.

II. Chamber agrees to provide the following:

- A. Chamber will pay annual rent to the City for specified office, storage, and conference room space; specified utilities, phone and internet services and specified signage in an amount not to exceed one hundred dollars (\$100.00) per month.
- B. Chamber will submit in writing to the Glenpool City Manager financial statements within five months of the Chamber's fiscal year end.

- C. Chamber will provide a Monthly Economic Activity Report, in a format agreed to between the parties, to be submitted to the Glenpool City Manager by the 10th day of each month for the activities ending on the last day of the preceding month.
 - D. Chamber shall work on business retention and expansion efforts with existing businesses, and shall serve as a local business advocate addressing the concerns of local businesses. Chamber shall regularly communicate significant concerns of the business community to the City Manager.
 - E. Chamber shall provide front desk support for the City Hall/Conference Center during regular business days of the City for the hours from 8:00 a.m. through 5:00 p.m. Monday through Friday. No such services shall be required on days that are official holidays of the City. As provided by Section I.E. Chamber shall notify the City Manager at least 72 hours in advance of non-emergency situations where supplemental personnel are needed by the Chamber to fulfill the requirements of this section. In emergency situations (i.e. unexpected absences), the Chamber shall immediately notify the City of the need for supplemental personnel.
- III. The term of this Agreement shall be one year, to be measured on a City of Glenpool Fiscal Year (July 1 – June 30) basis.
- IV. Although the City may opt to continue in this Agreement, or issue a new agreement, beyond the one Fiscal-Year period referenced in Section III, City and Chamber both understand that City cannot legally obligate funds beyond June 30th of any fiscal year, and therefore this Agreement cannot be automatically renewed. Subsequently this Agreement may be renewed annually upon written approval by the governing bodies of both parties.
- V. This Agreement may be terminated by either party by providing written notice as follows:
- A. Chamber may terminate this Agreement with thirty days written notice to City.
 - B. City may terminate this Agreement with thirty days written notice to Chamber.
- VI. If any provision of this Agreement, or the application thereof, is held invalid, the invalidity shall not affect other provisions of this Agreement. Said invalid provision shall be deemed to be severable from this Agreement.

- VII. It is understood that the foregoing is a complete understanding of all terms and conditions governed by this Agreement during the stated term, and that said terms and conditions cannot be altered in any manner, save by written agreement of both parties.

IN WITNESS WHEREOF, the parties have hereto set their hands this ____ day of _____ 2015.

THE CITY OF GLENPOOL, OKLAHOMA
A Municipal Corporation

By: _____
Timothy Lee Fox, Mayor

Attest:

Susan White, City Clerk

Approved as to form:

Lowell Peterson, City Attorney

THE GLENPOOL CHAMBER OF COMMERCE

By: Edward K. Fortepatri
Name: Edward K. Fortepatri
Title: Chairman of the Board

Attest:

Secretary, Board of Directors

Approved as to form:

Chamber Attorney

To: City Manager, Roger Kolman

From: Chief of Police, Dennis Waller

Re: 2015-2016 SRO Contract

Date: 07/16/2015

At the end of the 2014-2015 school year I met with school Superintendent Mr. Jerry Olansen, in reference to the upcoming school year's SRO contract. During our discussion it was determined that the school could not increase its amount of the upcoming 2015-2016 school year SRO contract, so a mutual agreement was made to present the same contract as the 2014-2015 contract with only the dates changed in hopes that the following year the school could increase their portion.

Therefore the 2015-2016 SRO contract is presented to the council in its same wording, other than the dates as the 2014-2015 contract and staff recommends its approval.

Dennis Waller

Chief of Police

Glenpool, Ok.

**CITY OF GLENPOOL AND GLENPOOL SCHOOL DISTRICT
SCHOOL RESOURCE OFFICER AGREEMENT,
INCLUDING DRUG DOG SERVICES (AS AVAILABLE)**

This Agreement is made and entered into as of the 1st day of July 2015, between Independent School District No. 13 of Tulsa County, Oklahoma (the "Glenpool School District") and the City of Glenpool ("City").

RECITALS:

- A. The Glenpool School District and the City desire to enter into an agreement for the funding of one City police officer to serve as a school resource officer ("SRO") for the Glenpool School District for the 2015-2016 academic year.
- B. The Glenpool School District also desires to obtain drug dog services so that drug dog searches may be performed on Glenpool School District property. Such services will be coordinated and facilitated by the City Police Department, depending upon the availability of K-9 Unit services (including dog and handler) through interagency mutual aid agreement(s).
- C. The City desires to provide the foregoing drug dog services through such intermediary agency to the Glenpool School District to the fullest feasible extent, pursuant to the terms of this Agreement and in accordance with current developments in the laws and cases interpreting the Fourth Amendment to the United States Constitution pertaining to search and seizure.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound, the Glenpool School District and the City agree as follows:

- 1. The Glenpool School District agrees to fund the SRO salary and all related services for the 2015-2016 academic year in the amount of Twenty-Nine Thousand, Four Hundred Ninety-Eight and No/100 Dollars (\$29,498.00). The City agrees to invoice the Glenpool School District from the City Treasurer's office. One-half of the billing shall be paid by the Glenpool School District no later than January 15, 2016, with the balance due no later than June 30, 2016.
- 2. The City, through the City Police Department, will screen the SRO to be used in the program and will be responsible for all payroll functions for the SRO.

3. The City agrees to provide such basic training as may be needed for the SRO without further charge to the Glenpool School District. The SRO's duties will include:
 - a. Enforcing the laws of the State of Oklahoma and the City of Glenpool while on school property;
 - b. Serving as an advisor to the Glenpool School District on issues of law enforcement;
 - c. Serving as a liaison to other support agencies, as appropriate within the scope of the SRO's duties;
 - d. Subject to separate, informal agreement regarding frequency, schedule and subject matter, serving as a law-related instructor to the Glenpool School District staff and students with instruction on law-related issues; and
 - e. Subject to separate, informal agreement regarding frequency, schedule and scope of any proposed search, serving as liaison to any agency or police department that agrees to provide K-9 Unit services pursuant to this Agreement.
4. Subject to the terms and conditions set forth in Sections 8 and 9 below, drug dog searches will be coordinated and facilitated by the City Police Department on dates to be set by the Superintendent and/or Site Administrator in conjunction with the City Police Department. It is essential that dates for scheduled searches be agreed upon in advance. In addition to scheduled searches, emergency drug dog searches may be provided by the City Police Department upon sufficient notice from the Superintendent and/or Site Administrator.
5. The only cost to the Glenpool School District for such drug dog services as may be provided by the City through another agency pursuant to a mutual aid agreement, more than what is included in the compensation amount provided by Section 1 above, is any actual cost incurred by the City for the provision of such services. It is anticipated that there will be no additional charge for drug dog services. If any instance of providing the services of a K-9 Unit will result in an additional charge, the City agrees to notify the Glenpool School District of such charge as part of negotiating the informal agreement referenced in section 3(e) above, thereby giving the School District the opportunity to decline such services.
6. Each sniff search involving a drug dog shall last no longer than one hour and shall include any and all school property identified by the Superintendent and/or Site Administrator to be searched. Areas may include, but are not limited to, locker areas, restrooms, classrooms, parking areas, school yards and any other areas where prohibited substances could be stored, hidden, placed or found.

7. The drug dog shall sniff areas and not individual persons. However, if the drug dog alerts on an individual person, an appropriate Glenpool School District administrator will immediately be notified for a possible follow-up search based upon reasonable suspicion, as more particularly provided in Sections 8 and 9 below.
8. Any drug dog involved in a sniff search that is used to provide services under this Agreement must conform to the following requirements:
 - a. The drug dog and the K-9 handler of the dog used must be properly certified under Oklahoma State law.
 - b. The drug dog will be handled only by a qualified K-9 handler with which the drug dog has been certified.
 - c. The K-9 handler must maintain proper training and working logs for the drug dog.
 - d. The drug dog must be experienced and shown reliable in alerting on prohibited substances.
 - e. The K-9 handler of the drug dog must be experienced and shown reliable in recognizing alerts by the particular drug dog the handler is handling.
 - f. The drug dog must be trained using actual prohibited drugs and not using "pseudo drugs."
 - g. The drug dog must be trained to alert on at least the following prohibited substances: Marijuana, cocaine, heroin, methamphetamines and by-products of the listed substances.
 - h. The Glenpool School District shall identify the City of Glenpool as an additional insured on its general liability insurance, shall provide the City a copy of the declaration page verifying such addition and, to the extent allowed by law, shall waive any claim for liability against the City for any damage to property that may occur during the course of a search authorized by this provision, regardless of whether such damage shall be allegedly or actually caused by the drug dog engaged in the search.
9. The following is a chronology of steps that shall be followed during the course of a routine (non-emergency) authorized drug dog search:
 - a. The School Superintendent or Site Administrator will negotiate a schedule of one or more drug dog searches with the City Police Department as part of the informal agreement referenced in section 3(e) above.
 - b. City Police Department will, to the fullest extent that a certified dog is available through mutual aid agreement, provide the trained and certified K-9 Unit and will oversee the search.

- c. If no certified drug dog is available on a date scheduled for a drug search, the City Police Department will make arrangements for an alternative date or dates until a dog has been made available and a search is performed.
 - d. If there is no positive alert, the search shall be terminated. If there is a positive alert from the K-9 Unit, the SRO and/or school officials shall proceed with the next steps.
 - e. A positive alert establishes probable cause for the police officer conducting the search and meets the reasonable suspicion standard applicable to a school official to authorize a search of the student.
 - f. A duly authorized school official shall then conduct a warrantless search of any property or student as to which the dog alerted.
 - g. The suspected student will be subject to normal school disciplinary procedures as well as such criminal action as municipal, state or federal law may permit or require.
 - h. The police officer conducting the search will seize the contraband for destruction or to be retained as evidence, as provided in subsection 9(g).
 - i. If the school official requests criminal prosecution of the offending student, the City Police Department will forward all investigative reports to the office of the City Prosecutor and/or the Tulsa County District Attorney's office, depending upon the nature and quantity of the contraband. In this event, the contraband will always be retained as evidence.
 - j.
10. A written report will be provided by the SRO to the Glenpool School District after each search giving the details of the search and its results. In addition, if the Glenpool School District is involved in any type of legal, administrative or other proceeding, including, but not limited to, administrative hearings, due process hearings, mediations, arbitrations or litigation involving a search performed pursuant to this Agreement, the City agrees to cooperate voluntarily with the Glenpool School District, free of charge, including, but not limited to, providing documents, testimony or affidavits from the SRO or any other employees of the City, as needed and appropriate.
11. Miscellaneous Provisions:
- a. This Agreement is for the 2015-2016 academic year only and will expire by its terms on June 30, 2016.
 - b. This Agreement shall constitute the entire agreement of the parties and may only be modified in writing signed by both parties.

- c. Any renewal of this Agreement shall require adoption by the City Council of the City and the Board of Education of the Glenpool School District and the mutual execution of a subsequent written agreement.
- d. In the event that either party desires to terminate this Agreement, the party desiring to terminate must give thirty calendar days' notice to the other party of its decision to terminate the Agreement. If terminated by either party, the Glenpool School District will be obligated for a pro rata payment to the City of only those school days for which the City actually provided the SRO and related services to the Glenpool School District.
- e. The laws of the State of Oklahoma shall govern this Agreement.

WHEREFORE, the parties hereunto set their hands and seals.

ATTEST: Independent School District No.13 of Tulsa County, Oklahoma ("the Glenpool School District").

Clerk of the Board of Education

By: _____
President of the Board of Education

City Clerk

By: _____
Chief of Police, City of Glenpool

Approved as to form:

City Attorney



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

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

RE: MASTER STREET REPAIR PROGRAM – PHASE VII PROJECTS

DATE: July 15, 2015

Background:

This is a request for consideration and action regarding Phase VII of the City's Master Street Improvement Program regarding street surfacing removal, replacement, milling, and other related improvement projects at various locations within the City. As you are aware, the Community Development Department has developed and maintains a master list of problem areas and situations within our public street system that require varying degrees of repair and/or replacement and are greater in scope than the City is able to accomplish with current staffing and equipment. This master list prioritizes these identified areas to be addressed as funding becomes available. To date, the completion of projects in Phase's I thru VI - including the re-sealing and striping of 141st Street between Highway No. 75 and Elwood Ave. has totaled approximately \$1,535,000. These projects generally consisted of miscellaneous street repair, replacement, and asphalt overlay projects dispersed around the City since June of 2009. In an effort to continue this street repair program, bid documents were prepared, publically advertised, and bids taken and publically read on July 14th covering twenty five (25) additional projects referred to as being Phase VII of the Master Plan. The attached maps illustrate the various locations chosen as Phase VII projects. The attached Bid Tabulation identifies the General Contractors that obtained bid documents, attended a pre-bid meeting on July 7th, and those that actually submitted bids for the Work on July 14th. As you will note, Pavement Conservation Specialists, Inc. is the low Bidder for the Phase VII projects with a total bid of \$305,358.33 per the attached Bid Proposal. Staff has reviewed this Bid Proposal for accuracy and is satisfied that this firm understands the scope of the Work in each individual project. It should be noted that the total bid price submitted by Pavement Conservation Specialists, Inc. has been reduced in scope and cost by eliminating two of the twenty five projects included in the bid package (Projects No.18 & 20). This was done in order to stay within the 2015/2016 FY Budget allocation. The approved budget amount for this type of repair work is \$250,000 to be paid from category 01-6-14-6274 (Street Repairs) in the Streets and Parks Department Budget.

Staff Recommendation:

The Staff recommends Council approval of the Contract Bid Package received from Pavement Conservation Specialists, Inc. and to give authorization to the City Manager to enter into a construction contract covering the completion of the selected Phase VII projects for a total amount not to exceed \$245,034.26.

Attachments:

- A. Bid Tabulation
- B. Submitted Bid
- C. Project Identification and Location Maps



Bid Tabulation

Phase VII: Master Street Repair Program

Bid Date: July 14, 2015

Contractors Requesting and Receiving Bid Packages:

- A. Ellsworth Construction, LLC
- B. Pavement Conservation Specialists, Inc.
- C. Dunham Asphalt Services, Inc.
- D. S. & J. Construction, Inc.

Contractors Attending Pre-Bid Meeting:

July 7, 2015

- A. Pavement Conservation Specialists, Inc.
- B. S. & J. Construction, Inc.

Contractors Submitting Bids July 14, 2015:

Total Bid:

- A. Pavement Conservation Specialist, Inc.*

\$305,358.33

*Selected low Bidder and Total Bid

BID PROPOSAL

Proposal of PAVEMENT CONSERVATION SPECIALISTS, INC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Oklahoma doing business as PAVEMENT CONSERVATION SPECIALIST, INC To the City of Glenpool, Oklahoma (hereinafter called "OWNER"). This date: JULY 14, 2015

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the pavement construction and reconstruction and paving overlays in accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the total price stated below:

Total Phase VII Bid Price: (Project No. 1 Thru No. 25)

*Lump Sum Total in Words: Three hundred five thousand three hundred fifty eight dollars and thirty three cents
*Total Bid Price: 305358 33

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract within ten (10) calendar days of the date to be specified in the NOTICE TO PROCEED and to fully complete the project within:

Sixty days (60) consecutive calendar days (BASE BID);

No BIDDER may withdraw a BID within 30 days after the actual opening thereof.

BIDDER acknowledges receipt of the following ADDENDUM:

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the individual lump sums listed for each specified project and for the total lump sum of all projects as specified in the attached Bid Schedule and as stated above

*Note: BIDS shall not include sales tax or other similar taxes.

Master Street Repair And Drainage Improvement Program

PHASE VII PROJECTS

Date: June 15, 2015

Project No. Location and Description

1. Longhorn Estates Addition: Paving Removal, Repair, and Replacement on Longhorn Avenue from 75' South of 121th Street - South a Distance of approximately 290'.

- Mill approximately 8,500 sf. of existing asphaltic surfacing, 2" in depth, the full width of street paving from face of gutter to face of gutter within the limits marked in red at the site – the Project Area.
- Remove millings from the Project Area to an offsite location specified by the City Engineer.
- Remove 1500 sf of failed paving subgrade to a depth of 12" below existing surfacing as marked in the field.
- Remove all resulting debris from the site and dispose of in an approved manner.
- Replace removed subgrade with ¾" Class "A" aggregate base material compacted to 95% of Standard Density to a level 6" below existing paving surface grade.
- Place 4" of Type "A" asphaltic concrete base material in the subgrade repair areas within the Project Area.
- Compact placed asphaltic base material to 95% of Standard Density.
- Sweep and clean the milled and repaired surfacing removing all loose material.
- Seal all existing sub-surface cracking with an ODOT approved bituminous crack sealing compound within the Project Area.
- Apply an ODOT approved bituminous tack coat to all milled and repaired subgrade surfaces within the Project Area.
- Place 2" of Type "B" asphaltic concrete overlay continuous from face of gutter to face of gutter within the Project Area.
- Compact placed asphaltic overlay to 95% of Standard Density.
- Match final finished surface grade within the Project Area with existing paving and gutter grade at all perimeter points connecting with, and transitioning to, undisturbed existing paving surface.

Lump Sum in Words: Twenty four thousand One hundred
twenty five Dollars

Total Price: \$ 42125⁰⁰

2. Paving Removal and Replacement on Casper Avenue at 126th Street from 126th Street - North Approximately 130' on Casper Avenue.

- Mill approximately 5,000 sf. of existing asphaltic surfacing, 2" in depth, the full width of street within the limits marked in red at the site – the Project Area.
- Remove millings from the Project Area to an offsite location specified by the City Engineer.
- Sweep and clean the milled surfacing, removing all loose material.
- Seal all existing sub-surface cracking with an ODOT approved bituminous crack sealing compound within the Project Area.
- Apply an O.D.O.T. approved bituminous tack coat to all milled surfaces within the Project Area.
- Place 2" of Type "B" asphaltic concrete overlay within the Project Area
- Compact placed asphaltic overlay to 95% of Standard Density.
- Match final finished surface grade within the Project Area with existing paving and gutter grade at all perimeter points connecting with, and transitioning to, undisturbed existing paving surface.

Lump Sum in Words: Eight thousand four hundred seventy two dollars and twenty two cents

Total Price: \$ 8472²²

3. Paving Removal, Repair, and Replacement in an Area on West 126th Street located Immediately West of Waco Ave. and a Second Area on West 126th Street Located Approximately 300' West of the Intersection with Waco Avenue.

- Saw cut, remove, and dispose of approximately 750 sf. of existing asphaltic concrete surfacing and a minimum of 12" of existing sub-grade material within the limits marked in red at the site – the Project Area.
- Compact exposed paving subgrade to within 95% of Standard Density.
- Re-fill excavated paving base with 3/4" diameter Class "A" crushed aggregate material level with the existing paving base grade within the Project Area compacted to within 95% of Standard Density.
- Place a minimum of 6" of Type 'B' asphaltic concrete within the Project Area compacted to within 95% of Standard Density.
- Match final finished surface grade in the Project Area with existing paving grade at all perimeter points connecting with and transitioning to undisturbed existing paving surfacing.

Lump Sum in Words: Four thousand eight hundred sixty one
dollars and eleven cents

Total Price: \$ 4861¹¹

4. Bridge Deck Removal and Replacement on Bridge Structure Located on 126th Street Approximately 2,000' East of Casper Avenue.

- Remove and dispose of the existing asphaltic overlay on entire width and length of bridge deck leaving existing guardrails in place and undamaged.
- Saw-cut and remove 750 sf of existing asphaltic roadway surfacing - along with 12" of paving base material within the saw-cut areas on the east and west ends of existing bridge structure as marked in red at the site - the Project Area.
- Remove and dispose of all existing wood bridge deck planking in a manner such that the existing metal decking tie and hold-down devices are salvaged for re-use.
- Provide and install replacement chemical preservative treated wood bridge decking having the same nominal width and thickness dimensions as original deck material in a manner that utilizes the salvaged metal deck tie and hold-down devices.
- Compact exposed paving subgrade within the removed areas on both sides of the bridge deck to within 95% of Standard Density.
- Re-fill excavated paving base in the excavated areas with 3/4" diameter Class "A" crushed aggregate material level with the existing paving base grade adjacent to the excavated area and within the Project Area - compacted to within 95% of Standard Density.
- Place a minimum of 6" of Type 'B' asphaltic concrete within the excavated Project Area - level with the replaced bridge decking and compacted to within 95% of Standard Density.
- Match final finished paving surface grade in the Project Area with existing paving grade at all other perimeter points connecting with and transitioning to undisturbed existing paving surfacing.

Lump Sum in Words: Fourteen thousand dollars

Total Price: 14000⁰⁰

5. Kendalwood Addition: Paving Surfacing Removal and Replacement on Nyssa Place at the Intersection with 138th Street.

- Mill approximately 3,250 sf. of existing asphaltic surfacing, 2" in depth, the full width of street paving from face of gutter to face of gutter within the limits marked in red at the site - the Project Area.

- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Sweep and clean all milled paving surfacing within the Project area, removing all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous crack sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project Area
- Place 2" of Type "B" asphaltic concrete overlay in the project area compacted to 95% of Standard. Density, continuous from face of gutter to face of gutter - maintain proper positive gutter drainage through the intersection with 138th Street.
- Match final finished surface grade in the Project Area with existing paving grade at all perimeter points connecting with and transitioning to undisturbed existing paving surfacing.

Lump Sum in Words: Five thousand five hundred six
dollars and ninety four cents

Total Price: \$5506⁹⁴

6. Kendalwood Addition: Paving Surfacing Removal and Replacement on Nyssa Place located 50' North of 138th Place.

- Mill approximately 2,500 sf. of existing asphaltic surfacing, 2" in depth, the full width of street paving from face of gutter to face of gutter within the limits marked in red at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Sweep and clean all milled paving surfacing within the Project area, removing all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project Area
- Place 2" of Type "B" asphaltic concrete overlay in the project area compacted to 95% of Standard Density, continuous from face of gutter to face of gutter - maintain positive gutter drainage through the Project Area.
- Match final finished surface grade in the Project Area with existing paving and gutter grade at all perimeter points connecting with and transitioning to undisturbed existing paving and gutter surfacing.

Lump Sum in Words: Four thousand two hundred thirty six and eleven cents.

Total Price: \$4236¹¹

7. Kendalwood Addition: Concrete Paving Removal and Replacement on Oak Street North of the Intersection with 139th Street.

- Saw cut, remove, and dispose of approximately 1,100 sf. of existing concrete surfacing and a minimum of 12" of existing sub-grade material within the limits marked in red at the site – the Project Area.
- Compact exposed paving subgrade to within 95% of standard density.
- Re-fill excavated paving base with 3/4" aggregate material level with existing paving base grade.
- Compact placed base aggregate material to within 95% of Standard Density.
- Place paving grade filter fabric over the compacted aggregate base course.
- Place a minimum of 6" of 3,500 psi yield strength, Class 'A' Portland Cement Concrete within the Project Area.
- Match final finished surface grade within the Project Area with existing paving and gutter grade at all perimeter points connecting with, and transitioning to, undisturbed existing paving surfacing.

Lump Sum in Words: Seven thousand one hundred twenty nine dollars and Sixty^{KS} three cents

Total Price: \$7129⁶³

8. Kendalwood Addition: Paving Surfacing Removal and Replacement, Including Paving Base Repair on 137th Place from Poplar Place Easterly – Connecting with Glen Abbey II Addition.

- Mill approximately 5,300 sf. of existing asphaltic surfacing, 2" in depth, the full width of street paving from face of gutter to face of gutter within the limits marked in red at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Saw cut, remove, and dispose of approximately 750 sf. of existing asphaltic paving base and a minimum of 8" of existing sub-grade material at various locations of paving base failure within the Project Area.
- Compact exposed paving subgrade in the excavated areas to within 95% of standard density.
- Re-fill excavated paving subgrade with 3/4" diameter Class "A" crushed limestone aggregate material level with the existing paving base grade.
- Compact placed aggregate to within 95% of standard density.

- Place a minimum of 6" of Type 'B' asphaltic concrete compacted to within 95% of Standard Density.
- Sweep and clean all areas of milled paving surfacing and areas of pavement base repair within the Project area, removing all loose material.
- Seal all existing cracking of the exposed paving base and areas of base repair within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project Area.
- Place 2" of Type "B" asphaltic concrete overlay in the Project Area - compacted to 95% of Standard Density, continuous from face of gutter to face of gutter.
- Maintain proper positive gutter drainage through the Project Area.
- Match final finished surface grade within the Project Area with existing paving and gutter grade at all perimeter points connecting with, and transitioning to, undisturbed existing paving and gutter surfacing.

Lump Sum in Words: Fifteen thousand five hundred
sixty nine dollars and forty four cents
 Total Price: \$15569.44

9. Kendalwood Addition: Paving Surfacing Removal and Paving Base Repair on 137th Street from Poplar Place Easterly – Connecting with Glen Abbey II Addition.

- Mill approximately 5,500 sf. of existing asphaltic surfacing, 2" in depth, the full width of street paving from face of gutter to face of gutter within the limits marked in red at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Saw cut, remove, and dispose of approximately 750 sf. of existing asphaltic paving base and a minimum of 8" of existing sub-grade material at various locations of paving base failure within the Project Area.
- Compact exposed paving subgrade in the excavated areas to within 95% of standard density.
- Re-fill excavated paving subgrade with 3/4" diameter Class "A" crushed limestone aggregate material level with the existing paving base grade.
- Compact placed aggregate to within 95% of Standard Density.
- Place a minimum of 6" of Type 'B' asphaltic concrete compacted to within 95% of Standard Density.
- Sweep and clean all areas of milled paving surfacing and areas of pavement base repair within the Project area, removing all loose material.
- Seal all existing cracking of the exposed existing paving base and areas of base repair within the Project Area with an ODOT approved bituminous sealer.

- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project Area.
- Place 2" of Type "B" asphaltic concrete overlay in the Project Area - compacted to 95% of Standard Density, continuous from face of gutter to face of gutter.
- Maintain proper positive gutter drainage through the Project Area.
- Match final finished surface grade within the Project Area with existing paving and gutter grade at all perimeter points connecting with, and transitioning to, undisturbed existing paving and gutter surfacing.

Lump Sum in Words:

Fifty thousand five hundred sixty
nine dollars and ~~45~~ forty four cents

Total Price: \$ 15569.44

10. Kendalwood Addition: Paving Surfacing Removal and Replacement on 138th Place on West Side of Intersection with Poplar Place.

- Mill approximately 2,500 sf. of existing asphaltic surfacing, 2" in depth, the full width of street paving from face of gutter to face of gutter within the limits marked in red at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Sweep and clean all milled paving surfacing within the Project area, removing all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project Area
- Place 2" of Type "B" asphaltic concrete overlay in the project area compacted to 95% of Standard Density, continuous from face of gutter to face of gutter - maintain proper gutter drainage through the Project Area.
- Match final finished surface grade in the Project Area with existing paving and gutter grade at all perimeter points connecting with and transitioning to undisturbed existing paving and gutter surfacing.

Lump Sum in Words:

Four thousand two hundred thirty
six and eleven cents

Total Price: \$ 4236.11

11. Kendalwood Addition: Paving Surfacing Removal and Replacement on 139th Street on East Side of Intersection with Poplar Street.

- Saw cut, remove, and dispose of approximately 1,100 sf. of existing concrete surfacing and a minimum of 12" of existing sub-grade material within the limits marked in red at the site – the Project Area.
- Compact exposed paving subgrade to within 95% of standard density.
- Re-fill excavated paving base with 3/4" aggregate material level with existing paving base grade.
- Compact placed base aggregate material to within 95% of Standard Density.
- Place paving grade filter fabric over the compacted aggregate base course.
- Place a minimum of 6" of 3,500 psi yield strength, Class 'A' Portland Cement Concrete within the Project Area.
- Match final finished surface grade within the Project Area with existing paving and gutter grade at all perimeter points connecting with, and transitioning to, undisturbed existing paving surfacing.

Lump Sum in Words: Nine thousand one hundred sixty
six dollars and sixty seven cents

Total Price: \$ 9166⁶⁷

12. Kendalwood Addition: Paving Removal, Repair, and Replacement on East 140th Street Located Approximately 350' East of Nyssa Place.

- Saw cut, remove, and dispose of approximately 950 sf. of existing asphaltic concrete surfacing and a minimum of 12" of existing sub-grade material within the limits marked in red at the site – the Project Area.
- Compact exposed paving subgrade to within 95% of standard density.
- Re-fill excavated paving base with 3/4" diameter Class "A" crushed limestone aggregate material level with the existing paving base grade.
- Compact placed aggregate to within 95% of Standard Density.
- Place a minimum of 6" of Type 'B' asphaltic concrete in the excavated and refilled area - compacted to within 95% of Standard Density.
- Match final finished surface grade in the Project Area with existing paving grade at all perimeter points connecting with and transitioning to undisturbed existing paving surfacing.

Lump Sum in Words: Six thousand one hundred fifty
seven dollars and forty one cent

Total Price: \$ 6157⁴¹

13. Kendalwood Addition: Paving Surfacing Removal and Replacement on Oak Street From the South Side of 142nd Street to the North Side of 143rd Street.

- Mill approximately 5,600 sf. of existing asphaltic surfacing, 2" in depth, the full width of street paving from face of gutter to face of gutter within the limits marked in red at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Sweep and clean all milled paving surfacing within the Project area, removing all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project Area
- Place 2" of Type "B" asphaltic concrete overlay in the project area compacted to 95% of Standard Density, continuous from face of gutter to face of gutter maintaining proper gutter drainage through the Project Area.
- Match final finished surface grade in the Project Area with existing paving and gutter grade at all perimeter points connecting with and transitioning to undisturbed existing paving and gutter surfacing.

Lump Sum in Words: Nine thousand four hundred eighty
eight dollars and eighty nine cents
Total Price: \$ 9488.89

14. Kendalwood Addition: Paving Surfacing Removal and Replacement on 144th Street Beginning 50' West of Oak Street - West 305'.

- Mill approximately 6,750 sf. of existing asphaltic surfacing, 2" in depth, the full width of street paving from face of gutter to face of gutter within the limits marked in red at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Sweep and clean all milled paving surfacing within the Project area, removing all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project Area
- Place 2" of Type "B" asphaltic concrete overlay in the project area compacted to 95% of Standard Density, continuous from face of gutter to face of gutter maintaining proper gutter drainage through the Project Area.

- Match final finished surface grade in the Project Area with existing paving and gutter grade at all perimeter points connecting with and transitioning to undisturbed existing paving and gutter surfacing.

Lump Sum in Words: Eleven thousand four hundred thirty seven dollars and fifty cents

Total Price: \$ 11437.50

15. Kendalwood Addition: Paving Surfacing Removal and Replacement on Nyssa Avenue From 142nd Street to a Point 150' East of 143rd Street.

- Mill approximately 15,000 sf. of existing asphaltic surfacing, 2" in depth, the full width of street paving from face of gutter to face of gutter within the limits marked in red at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Sweep and clean all milled paving surfacing within the Project area, removing all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project Area
- Place 2" of Type "B" asphaltic concrete overlay in the project area compacted to 95% of Standard Density, continuous from face of gutter to face of gutter maintaining proper gutter drainage through the Project Area.
- Match final finished surface grade in the Project Area with existing paving and gutter grade at all perimeter points connecting with and transitioning to undisturbed existing paving and gutter surfacing.

Lump Sum in Words: Twenty five thousand four hundred sixteen dollars and sixty seven cents

Total Price: \$ 25416.67

16. Kendalwood Addition: Paving Surfacing Removal and Replacement on 144th Street From Kendalwood BLVD to Oklahoma BLVD.

- Mill approximately 5,250 sf. of existing asphaltic surfacing, 2" in depth, the full width of street paving from face of gutter to face of gutter within the limits marked in red at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.

- Sweep and clean all milled paving surfacing within the Project area, removing all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project Area
- Place 2" of Type "B" asphaltic concrete overlay in the project area compacted to 95% of Standard Density, continuous from face of gutter to face of gutter maintaining proper gutter drainage through the Project Area.
- Match final finished surface grade in the Project Area with existing paving and gutter grade at all perimeter points connecting with and transitioning to undisturbed existing paving and gutter surfacing.

Lump Sum in Words: Eight thousand eight hundred ninety five dollars and eighty three cents

Total Price: \$ 8895⁸³

17. Kendalwood Addition: Paving Surfacing on Nyssa Place From 145th Street to a 145th Street and From Nyssa Avenue Easterly 150' to a Point on 145th Street.

- Sweep and clean 12,500 lf of existing concrete paving surfacing within the Project area, removing all loose material.
- Seal all cracking on the existing concrete paving surface material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all existing crack sealed concrete surfaces within the Project Area
- Place 2" of Type "B" asphaltic concrete overlay in the project area - compacted to 95% of Standard Density, continuous from face of gutter to face of gutter throughout the Project Area.
- Match final finished paving surface grade in the Project Area with existing paving and gutter grade at all perimeter points connecting with and transitioning to undisturbed existing paving and gutter surfacing.

Lump Sum in Words: Twenty one thousand one hundred eighty and fifty six cents

Total Price: \$ 21180⁵⁶

18. Paving Surface Removal and Replacement on 146th Street From Warrior Drive Easterly 420'.

- Mill approximately 5,500 sf. of existing asphaltic surfacing, 2" in depth within the limits marked in red at the site – the Project Area.

- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Sweep and clean all milled paving surfacing within the Project area, removing all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project Area
- Place 2" of Type "B" asphaltic concrete overlay in the Project Area compacted to 95% of Standard Density.
- Match final finished surface grade in the Project Area with existing paving surface grade at all perimeter points connecting with and transitioning to undisturbed existing paving surfacing.

Lump Sum in Words: Nine thousand three hundred nineteen
dollars and forty four cents

Total Price: \$ 9319⁴⁴

19. Paving Surface Removal and Replacement on Barber Street From 141st Street to 142nd Street.

- Mill approximately 4,750 sf. of existing asphaltic surfacing, 2" in depth within the limits marked in red at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Saw cut, remove, and dispose of approximately 750 sf. of existing asphaltic paving base and a minimum of 8" of existing sub-grade material at various locations of paving base failure within the Project Area.
- Compact exposed paving subgrade in the excavated areas to within 95% of Standard Density.
- Re-fill excavated paving subgrade with 3/4" diameter Class "A" crushed limestone aggregate material level with the existing paving base grade.
- Compact placed aggregate to within 95% of Standard Density.
- Place a minimum of 6" of Type 'B' asphaltic concrete compacted to within 95% of Standard Density in the repaired areas.
- Sweep and clean all milled paving surfacing and areas of paving base repair removing all loose material.
- Seal all existing cracking of exposed and repaired paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled, repaired, and crack sealed surfaces within the Project Area
- Place 2" of Type "B" asphaltic concrete overlay in the Project Area compacted to 95% of Standard Density.

- Match final finished surface grade in the Project Area with existing paving surface grade at all perimeter points connecting with and transitioning to undisturbed existing paving surfacing.

Lump Sum in Words: Twelve thousand nine hundred nine dollars
and ~~seventy~~^{K\$} seventy two cents

Total Price: \$ 12,909⁷²

20. Paving Surface Removal, Repair, and Replacement on West 141st Street From a point 100' West of US Highway 75 Continuing Westerly on 141st Street a Distance of 685'.

- Mill approximately 16,500 sf. of existing asphaltic surfacing, 3" in depth within the limits marked in red at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Saw cut, remove, and dispose of approximately 2,000 sf. of existing asphaltic paving base and a minimum of 12" of existing sub-grade material at various locations of paving base and subgrade failure within the Project Area.
- Compact exposed paving subgrade in the excavated areas to within 95% of standard density.
- Re-fill excavated paving subgrade with 3/4" diameter Class "A" crushed limestone aggregate material level with the existing paving base grade.
- Compact placed aggregate to within 95% of standard density.
- Place a minimum of 6" of Type "A" asphaltic concrete compacted to within 95% of Standard Density in the repaired areas.
- Sweep and clean all milled paving surfacing and areas of paving base repair removing all loose material.
- Seal all existing cracking of exposed and repaired paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled, repaired, and crack sealed surfaces within the Project Area
- Place 3" of Type "B" asphaltic concrete overlay in the Project Area compacted to 95% of Standard Density.
- Match final finished surface grade in the Project Area with existing paving surface grade at all perimeter points connecting with and transitioning to undisturbed existing paving surfacing.
- Provide all required replacement traffic control and lane stripping in the areas of pavement removal, repair, and replacement with an ODOT approved reflective thermal-plastic type stripping material.

Lump Sum in Words: Fifty one thousand four dollars and sixty three cents

Total Price: \$ 51004 63

21. Rolling Meadows Addition: Paving Surface Removal and Replacement in the Intersection of Yukon Avenue and West 149th Street – Along and Adjacent to the South Side of an Existing Concrete Drainage Flume Across Yukon Avenue.

- Mill approximately 500 sf. of existing asphaltic surfacing, 2" in depth within the limits marked in red at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Sweep and clean all milled paving surfacing within the Project area, removing all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project Area
- Place 2" of Type "B" asphaltic concrete overlay in the Project Area compacted to 95% of Standard Density.
- Match final finished surface grade in the Project Area with existing paving surface grade at all perimeter points connecting with and transitioning to undisturbed existing paving surfacing.

Lump Sum in Words: One thousand one hundred fifty two dollars and seventy eight cents

Total Price: \$ 1152 78

22. Rolling Meadows Addition: Paving Surface Removal and Replacement on Xenophen Avenue – Immediately South of the Intersection with West 148th Street.

- Mill approximately 750 sf. of existing asphaltic surfacing, 2" in depth within the limits marked in red at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Sweep and clean all milled paving surfacing within the Project area, removing all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project Area

- Place 2" of Type "B" asphaltic concrete overlay in the Project Area compacted to 95% of Standard Density.
- Match final finished surface grade in the Project Area with existing paving surface grade at all perimeter points connecting with and transitioning to undisturbed existing paving surfacing.

Lump Sum in Words: One thousand seven hundred twenty nine dollars and seventeen cents

Total Price: \$ 1729¹⁷

23. Rolling Meadows Addition: Paving Surface Removal and Replacement on Waco Avenue – Immediately North of the Intersection with West 146th Street.

- Mill approximately 1,250 sf. of existing asphaltic surfacing, 2" in depth within the limits marked in red at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Sweep and clean all milled paving surfacing within the Project area, removing all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project Area
- Place 2" of Type "B" asphaltic concrete overlay in the Project Area compacted to 95% of Standard Density.
- Match final finished surface grade in the Project Area with existing paving surface grade at all perimeter points connecting with and transitioning to undisturbed existing paving surfacing.

Lump Sum in Words: Two thousand eight hundred eighty one dollars and ninety four cents

Total Price: \$ 2881⁹⁴

24. Twin Pines Addition: Curb Inlet Repair on Peabody Drive – Immediately South of the Intersection of Peabody Drive and West 140th Street.

- Remove existing cast iron inlet grate and frame.
- Saw-cut, remove, and dispose of existing asphaltic paving in an area 4' around the existing curb inlet as marked in red at the site – the Project Area
- Excavate and dispose of existing paving base and subgrade material in the Project Area 6" below the bottom of the existing curb inlet.

- Extend the concrete end and sidewalls of the existing curb inlet using cast-in-place Class "A" Portland Cement Concrete having a compressive strength of 3500 psi a sufficient distance to support two standard cast iron inlet grates and frames.
- Provide and set two standard cast iron inlet grates and frame on the existing and newly constructed concrete inlet walls.
- Adjust inlet grates and frames to match adjacent existing street paving surface grade.
- Place ¾" diameter Class "A" crushed aggregate in the excavated area around the newly placed and existing concrete inlet walls level with the existing paving base - compacted to 95% of Standard Density.
- Place 6" of Type "B" asphaltic concrete in the Project Area compacted to 95% of Standard Density.
- Match final finished surface grade in the Project Area with existing paving surface grade at all perimeter points connecting with and transitioning to undisturbed existing paving surfacing.

Lump Sum in Words: Seven thousand five hundred Dollars

Total Price: \$ 7500⁰⁰

25. Concrete Paving Removal and Replacement on West 138th Street at the Intersection with West Union Avenue.

- Saw cut, remove, and dispose of approximately 2,850 sf. of existing concrete surfacing and a minimum of 12" of existing sub-grade material within the limits marked in red at the site – the Project Area.
- Compact exposed paving subgrade to within 95% of standard density.
- Re-fill excavated paving base with ¾" Class "A" aggregate material level with the existing paving base grade - compacted to within 95% of Standard Density.
- Place paving grade filter fabric over the compacted aggregate base course.
- Place a minimum of 6" of 3,500 psi yield strength, Class 'A' Portland cement concrete within the excavated Project Area.
- Match final finished surface grade in the Project Area with existing paving surface grade at all perimeter points connecting with and transitioning to undisturbed existing paving surfacing.
- Provide saw-cut control joints spaced @ 20" centers each way.

Lump Sum in Words: Twenty three thousand seven hundred fifty dollars

Total Price: \$ 23750⁰⁰

NON-COLLUSION AFFIDAVITT
(City of Glenpool/Glenpool Public Trust Authority)

STATE OF OKLAHOMA)

) ss.

COUNTY OF TULSA)

A. For the purposes of competitive bidding and the subsequent award and entry into a Contract for the provision of services, performance of work, or the purchase of materials, I, John Doe, being of lawful age and having been first duly sworn, on oath, hereby certify:

1. that I am a duly authorized agent of PAVEMENT CONSERVATION SPECIALISTS, INC Company as the Bidder/Contractor/Vendor submitting the competitive Bid attached herewith,
2. that for the purpose of certifying to facts pertaining to any existence of collusion among Bidders and between Bidders and any City of Glenpool or Public Trust Authority officials, administrators, or employees, as well as to facts pertaining to the giving, or the offer of giving, things of value to such entities or personnel in return for special consideration in the awarding and/or awarding of any Contract or purchase pursuant to said Bid;
 - a. I am fully aware of the facts and circumstances surrounding the development and preparation of the Bid to which this statement is attached and have been personally and directly involved in such preparations and proceedings leading to the submission of said Bid, and;
 - b. neither the Bidder nor anyone subject to the Bidder's direction or control has been party to, or involved with;
 - any collusion among Bidders in the restraint of freedom of competition by any agreement to bid at a fixed price or to refrain from bidding,
 - any collusion with any City or Public Trust Authority official, administrator, or employee as to quantity, quality, or price in the Bid attached herewith or in the prospective award of Contract or as to any term or condition of such prospective Contract,
 - any discussions between other Bidders and any City or Public Trust Authority official, administrator, or employee concerning the exchange of monetary sums or other things of value for special consideration in the acceptance or approval of the Bid attached herewith, or the subsequent awarding of a Contract.

B. I Kenny Snodgrass further certify that,

1. if the attached Bid is approved and accepted and a Contract awarded subsequently, neither the Bidder/Contractor/Vendor nor anyone subject to their direction or control has paid, given, or donated or have agreed to pay, give, or donate to any official, administrator, or employee of the City or Public Trust Authority any money or other thing of value, either directly or indirectly to influence the acceptance and approval of the Bid attached herewith and the subsequent award of Contract.

2. unless expressly disclosed otherwise, no City or Public Trust Authority officer, administrator, employee, or agent has a financial interest in the business of the Bidder/Contractor/Vendor or are related within the third degree to the City Manager, any member of the City of Glenpool City Council, Planning Commission, Board of Adjustment, or the City's Purchasing Agent or any other officer, administrator, or employee of the City or Public Trust Authority, and will acquire no interest, either directly or indirectly, that will otherwise conflict in any manner with the performance of services, work, or the purchase of materials called for under this Bid and any subsequent award of Contract.

Kenny Shore

Signature

KENNY SHORES

Printed Name

ATTEST:

This instrument was subscribed, acknowledged, and sworn to before me this 14th day of July, 2015 by: KENNY SHORES, as the duly authorized agent of PAVEMENT CONSERVATION SPECIALISTS, Inc. Company as named above.

Linda M Beshear

Notary Public

My Commission Expires: November 3, 2018





Fidelity and Deposit Company of Maryland

Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

Pavement Conservation Specialists, Inc.

as Principal, (hereinafter called the "Principal"), and Fidelity and Deposit Company of Maryland

3910 Keswick Road, Baltimore MD, 21211

, a corporation duly organized under the laws
of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto

The City of Glenpool

as Obligee, (hereinafter called the "Obligee"), in the sum of Five Percent of the Amount Bid in -

Dollars (\$ ---05%---), for the payment of which sum well and truly to be made, the said Principal

and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Master Street Improvement Program, Phase VII

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of July A.D., 2015

Witness

Pavement Conservation Specialists, Inc.

{

Principal

Kenny Shores, VP

(SEAL)

Witness

Fidelity and Deposit Company of Maryland

Surety

By

Cindi L. Smith, Attorney-in-Fact

(SEAL)

Printed in cooperation with the American Institute of Architects (AIA) by Fidelity and Deposit Company of Maryland

Fidelity and Deposit Company of Maryland

vouches that the language in the document conforms exactly to the language

used in AIA Document A-310, February 1970 Edition.

BID70000ZZ0701f

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Cindi L. SMITH, of Tulsa, Oklahoma**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of February, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Gerald F. Haley*
Assistant Secretary
Gerald F. Haley

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

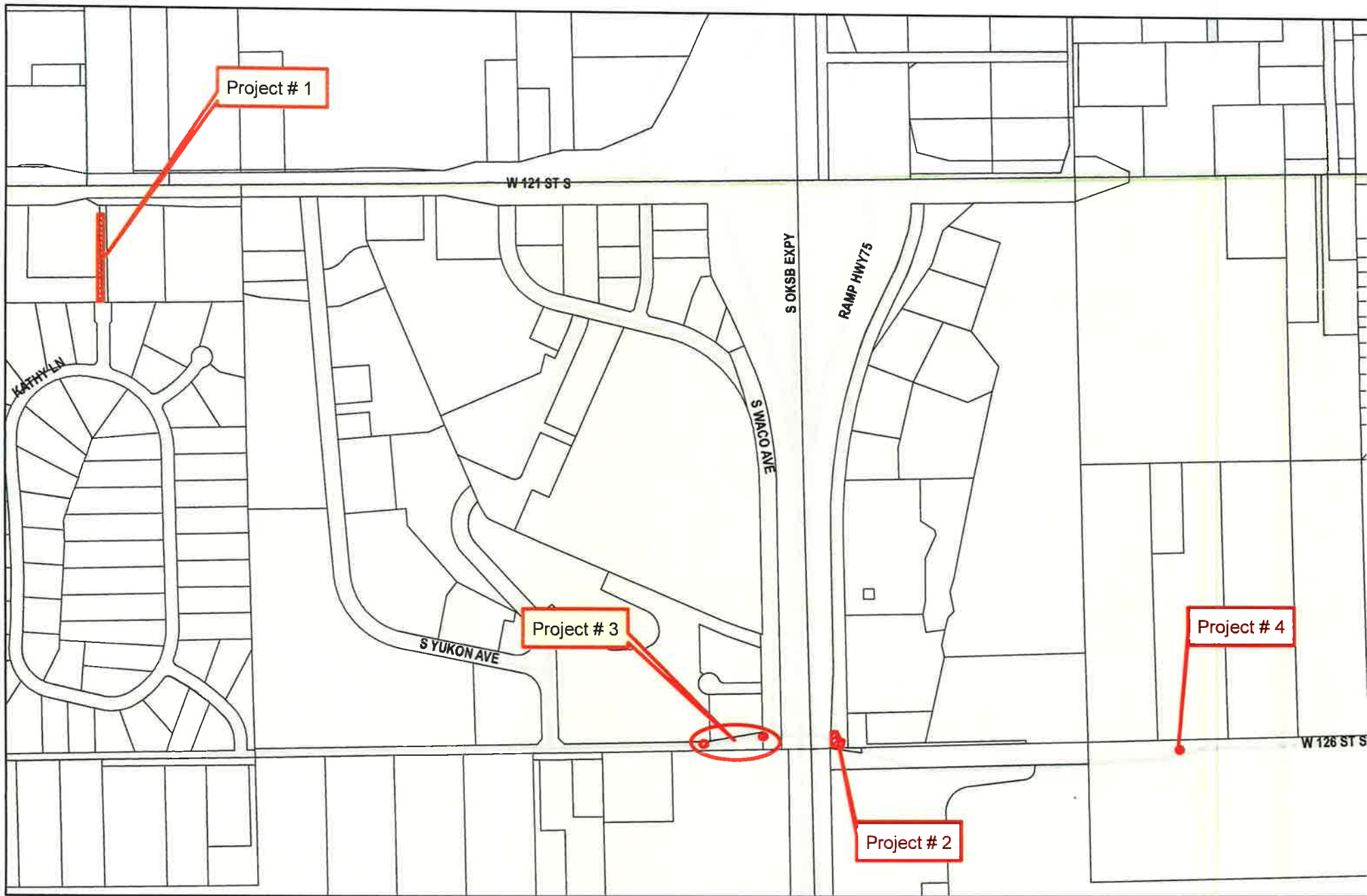
On this 11th day of February, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

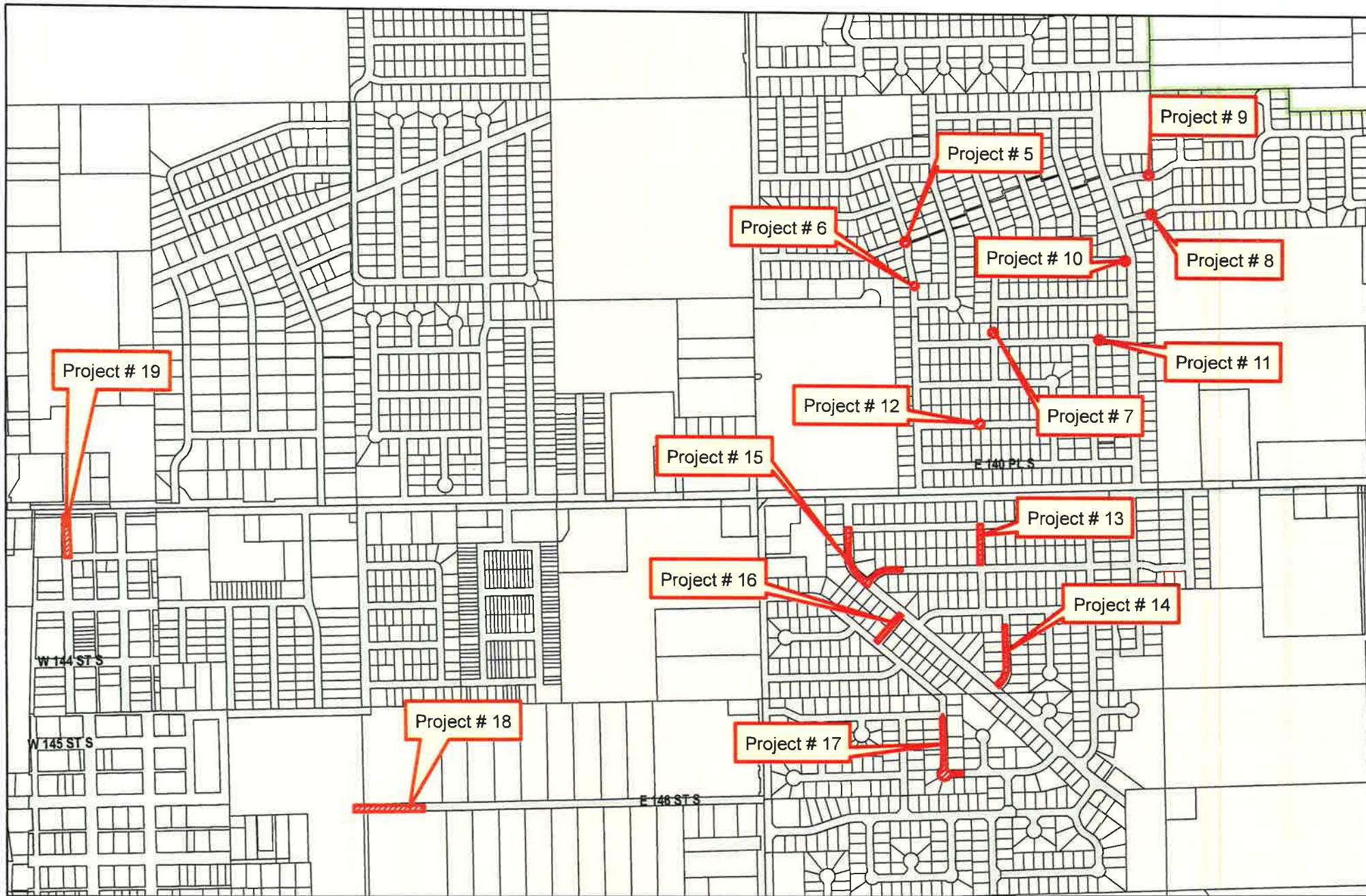
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

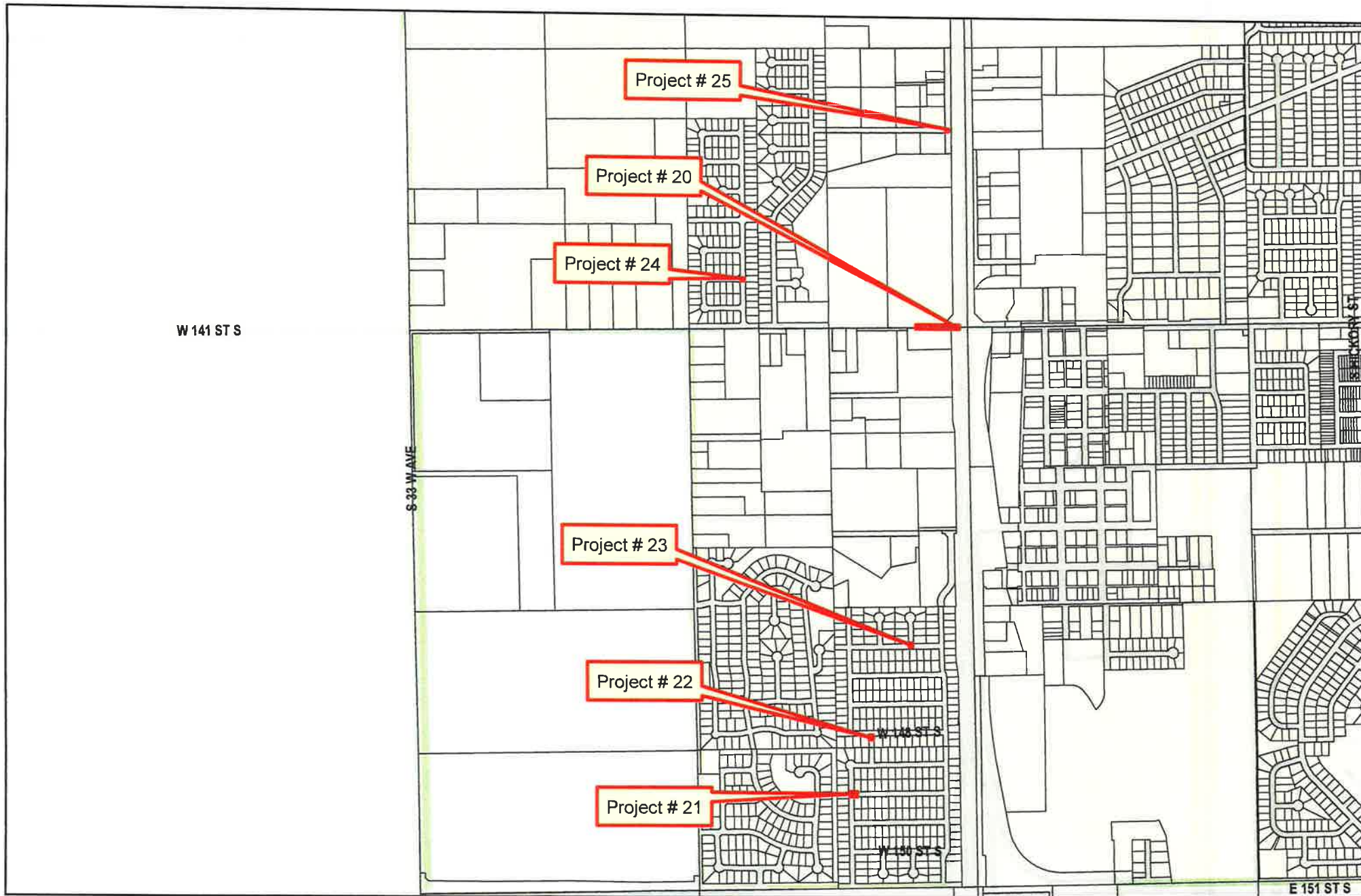
Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015







**FIRST AMENDMENT TO
AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE**

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

WHEREAS, the Parties entered into the Agreement of Compromise, Settlement and Release dated May 11, 2015 (effective May 15, 2015) hereafter the "Agreement," with the intention of the Parties to settle and dispose of, fully and completely, any and all claims, demands, and causes of action heretofore or hereafter held by any Party hereto against any other Party hereto, arising out of, connected with or incidental to dealings between the Parties prior to the Effective Date thereof, including but not limited to, the federal litigation then ongoing between the Parties, and

WHEREAS, the Parties in discussing implementation of said Agreement concluded that certain modifications were appropriate to simplify the obligations of the Parties.

NOW, THEREFORE, in consideration of the Parties' entering into this First Amendment to Agreement, the Parties do hereby acknowledge and expressly agree that the Agreement is amended as follows:

1. Notwithstanding the provisions of the Agreement which require an allocation of the "Meter Connection Fee" and the "Royalty" payments to be made by Glenpool based upon the percentage of the property partially located within the "Permissive Area" and partially located within the "Released Area," (defined in the Agreement as "Over-Lap Property") the Parties hereby agree that if any portion of the property provided water service by Glenpool is within the "Permissive Area," Glenpool shall remit to Creek-2 the full amount of the applicable Meter Connection Fee and the Royalty payments, and there shall be no adjustment based upon the percentage of the property partially located within the Permissive Area, and partially outside the Permissive Area and inside the Released Area. In other words, for purposes of the payment of the Meter Connection Fee and the Royalty payments, the property will be treated as if located totally within the "Permissive Area."

2. The "Monthly Reporting Form for Glenpool" attached to the Agreement as part of Ex. 5, shall be modified to the form attached hereto as Ex. 1.

3. In all other respects, the Agreement remains in full force and effect and unmodified.

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

CREEK COUNTY RURAL WATER DISTRICT NO. 2

Signature:_____Dated:_____

Name: _____
Position: President of the Board of Directors

CITY OF GLENPOOL

Signature:_____Dated:_____

Name: Timothy Lee Fox
Position: Mayor of the City of Glenpool

THE GLENPOOL UTILITY SERVICES AUTHORITY

Signature:_____Dated:_____

Name: Timothy Lee Fox
Position: Chairman of the Board of Trustees

585-57.amendtoagreement:tf

MONTHLY REPORTING FORM FOR GLENPOOL

One-time Meter Connection Fees and Monthly Royalty Payments are to be paid by the City of Glenpool/Glenpool Utility Services Authority (collectively "Glenpool") to Creek County Rural Water District #2 ("Creek-2"), pursuant to terms and conditions of that certain Agreement Of Compromise, Settlement And Release between Glenpool and Creek-2, with an Effective Date of May 15, 2015, in connection with dismissal of the Federal Suit between the parties then pending in the U.S. District Court, Northern Oklahoma District.

THIS MONTHLY REPORT IS FOR THE GLENPOOL BILLING CYCLE:

_____, 20__ through _____, 20__.

I. CALCULATION OF ONE-TIME METER CONNECTION FEES

The one-time Meter Connection Fee is for new meter connections within the Permissive Area and "Transitioned" Creek-2 Customers located within the "Released Area" as defined by the Settlement Agreement. The one-time Meter Connection Fee starts at \$800 and \$1,200 depending on the size of the meter, and is adjusted annually based upon the CPI-U .

A. New Meter Connections 100% Within the "Permissive Area"¹

See attached Exhibit 1

Less than 1" Diameter Total = \$ _____
1" Diameter or Larger Total + \$ _____

Total New Connection Fee – 100% Within Permissive Area = \$ _____

B. New Meter Connections Less than 100% Within the "Permissive Area"²

See attached Exhibit 2

Less than 1" Diameter Total = \$ _____
1" Diameter or Larger Total + \$ _____

Total New Connection Fee – Less Than 100% Within Permissive Area = \$ _____

¹ "100% Within The Permissive Area" means that the property served is not partly in the "Permissive Area" and partly in the "Released Area," i.e., does not overlap the two areas.

² "Less Than 100% Within The Permissive Area" means that the property being served is partly within the "Permissive Area" and partly within the "Released Area." Notwithstanding the provision of the Settlement Agreement that Glenpool has the option to treat such property, and make payments to Creek-2 regarding such property, on a basis proportionate to the percentages in each area, Glenpool expects and intends to treat any area that is partially within the Permissive Area as though entirely within the Permissive Area and pay Creek-2 accordingly.

C. New Meter Connections For Transitioned Customers

See attached Exhibit 3

Less than 1" Diameter Total = \$ _____

1" Diameter or Larger Total + \$ _____

Total New Connection Fee – Transitioned Customers = \$ _____

D. **Total New Connection Fees Due**

(Add totals of Sections A, B and C) = \$ _____

II. **CALCULATION OF ROYALTIES – ALL CONNECTION SIZES**

A. Connections To Land 100% Within Permissive Area And Transitioned Customers

Beginning Meter Connection Count
(Last Billing Cycle Ending Count For
100% Land) _____

+ New Meter Connections 100% Within
Permissive Area _____

+ Transition Connections
In Released Area _____

- Non-Active Meters 100% Within
Permissive Area _____

= Total Royalty Meter Connection
Count 100% Within Permissive Area
And Transitioned Customers _____

X 7.75/CPI-U Adjusted Each Year \$ _____

= Total Royalty Due For Land 100%
Within Permissive Area And
Transitioned Customers \$ _____

B. Calculation Of Royalties For Land Less Than 100% Within Permissive Area

See attached Exhibit 4

****** See footnote 2.

Total Royalties Due Less Than 100%
Within Permissive Area \$ ** See footnote 2.

C. Total Royalties Due Within This Section

(Add Totals of Sections A and B) \$ _____

III. METER COUNT CALCULATIONS

A. Calculation Of Ending Meter Count For Connections 100% Within Permissive Area And Transitioned Customers

Beginning Count for Current Billing Cycle _____
(Last Month's Ending Meter Count)

+ New Meter Connections
Permissive Area _____

+ Transition Connections
Released Area _____

= Ending Meter Count for the Billing Cycle _____

B. Ending Meter Count – Less Than 100% Within Permissive Area

This meter count has no relevance because it cannot be used to calculate the amounts due because of the difference in each connection percentage. Therefore, the reporting of the meter count will be based upon the number of meters established by Exhibit 4 hereto.

Verified on [date] _____, 20____

by [print name] _____ on behalf of Glenpool.

Signature

Title/Position

EXHIBIT 1

NEW METER CONNECTIONS 100% WITHIN THE PERMISSIVE AREA

Less Than 1" Diameter

<u>Customer No.</u>	<u>Serv. Address</u>	<u>x \$800/CPI-U Adjusted Rate</u>	<u>=Amount Due</u>
1. 14__-__-__	_____	_____	_____
2. 14__-__-__	_____	_____	_____
3. 14__-__-__	_____	_____	_____
Total Less Than 1" Diameter			\$_____

1" Diameter or Larger

<u>Customer No.</u>	<u>Serv. Address</u>	<u>x \$1200/CPI-U Adjusted Rate</u>	<u>=Amount Due</u>
1. 14__-__-__	_____	_____	_____
2. 14__-__-__	_____	_____	_____
3. 14__-__-__	_____	_____	_____
Total 1" or Larger Diameter			\$_____
Total – Both Sizes of Meters			\$_____

Attached hereto is a copy of all Applications for water service from the customers listed above during the Glenpool Billing Cycle.

EXHIBIT 2

NEW METER CONNECTIONS LESS THAN 100% WITHIN THE PERMISSIVE AREA

Less Than 1" Diameter

****** See footnote 2.

<u>Customer No.</u>	<u>Serv. Address</u>	<u>"% Within Permissive Area"</u>	<u>x \$800/CPI-U Adjusted Rate</u>	<u>=Amount Due</u>
1. 14__-__-__	_____	_____	_____	_____
2. 14__-__-__	_____	_____	_____	_____
3. 14__-__-__	_____	_____	_____	_____
Total Less Than 1" Diameter				\$_____

1" Diameter or Larger

<u>Customer No.</u>	<u>Serv. Address</u>	<u>"% Within Permissive Area"</u>	<u>x \$1200/CPI-U Adjusted Rate</u>	<u>=Amount Due</u>
1. 14__-__-__	_____	_____	_____	_____
2. 14__-__-__	_____	_____	_____	_____
3. 14__-__-__	_____	_____	_____	_____
Total 1" or Larger Diameter				\$_____
Total – Both Sizes of Meters				\$_____

Attached hereto are copies of the Applications for water service from the customers listed above during the applicable Glenpool Billing Cycle.

EXHIBIT 3

NEW METER CONNECTIONS FOR TRANSITION CUSTOMERS

Less Than 1" Diameter

<u>Customer No.</u>	<u>Serv. Address</u>	<u>x \$800/CPI-U Adjusted Rate</u>	<u>=Amount Due</u>
1. 14__ - __ - __	_____	_____	_____
2. 14__ - __ - __	_____	_____	_____
3. 14__ - __ - __	_____	_____	_____
Total Less Than 1" Diameter			\$_____

1" Diameter or Larger

<u>Customer No.</u>	<u>Serv. Address</u>	<u>x \$1200/CPI-U Adjusted Rate</u>	<u>=Amount Due</u>
1. 14__ - __ - __	_____	_____	_____
2. 14__ - __ - __	_____	_____	_____
3. 14__ - __ - __	_____	_____	_____
Total 1" or Larger Diameter			\$_____
Total – Both Sizes of Meters			\$_____

EXHIBIT 4

ROYALTY CONNECTIONS LESS THAN 100% WITHIN THE PERMISSIVE AREA

****** See footnote 2.

<u>Customer No.</u>	<u>Serv. Address</u>	<u>"% Within Permissive Area"</u>	<u>x \$7.75/CPI-U Adjusted</u>	<u>=Amount Due</u>
1. 14__-__-__	_____	_____	_____	_____
2. 14__-__-__	_____	_____	_____	_____
3. 14__-__-__	_____	_____	_____	_____
			Total:	_____

MONTHLY REPORTING FORM FOR CREEK-2

Creek County Rural Water District #2 (Creek-2) shall make Monthly Payments for wastewater delivery service to the City of Glenpool/Glenpool Utility Service Authority, pursuant to terms and conditions of that certain Agreement Of Compromise, Settlement And Release between Glenpool and Creek-2, with an Effective Date of May 15, 2015, in connection with dismissal of the Federal Suit between the parties then pending in the U.S. District Court, Northern Oklahoma District.

THIS MONTHLY REPORT IS FOR THE CREEK-2 BILLING CYCLE: _____, 20____
through _____, 20____.

I. "SHARED UTILITY CUSTOMERS" (Creek-2 Water/Glenpool Sewer)

A. RELEASED AREA SHARED CUSTOMERS

See attached Exhibit 1.

Total due for this Area = \$_____

B. PERMISSIVE AREA SHARED CUSTOMERS

See attached Exhibit 2

Total due for this Area = \$_____

Total for Both Areas = \$_____

II. APPLICABLE CHARGES

The charge to be made is to be as designated by Glenpool's Utility Charges Schedule for "Sewer" based upon the volume of water sold. The current Schedule is attached as Exhibit 3, and the charges reflected in Exhibit 3 will remain in effect until a new Schedule is provided by Glenpool. Each time Glenpool provides a new schedule, the schedule in effect during the Creek-2 Billing Cycle will be applied.

Example: 1000 Gallon use = \$8.97 charge. 5000 Gallon use = \$15.37 charge. These charges are not cumulative, i.e., if a customer uses 3000 gallons you do not add the 1000 gallon charge to the 2000 gallon charge, the charge is the amount shown on the 3000 gallon line for sewer.

III. REPORTING OF APPLICATIONS FOR WATER SERVICE

Attached hereto as Exhibit 4 is a copy of the Applications for Water Service within the "Glenpool Territory" Creek-2 approved during this Billing Cycle.

Verified on [date] _____ by [print name] _____ on behalf of
Creek-2.

Signature

585-57.reportform-creek2.tf

EXHIBIT 1

RELEASED AREA SHARED CUSTOMERS

Creek-2 Customer No.	Service Address	Water Volume (Thousands)	Charge ³
1. _____	_____	_____	\$ _____
2. _____	_____	_____	\$ _____
3. _____	_____	_____	\$ _____
4. _____	_____	_____	\$ _____
5. _____	_____	_____	\$ _____
6. _____	_____	_____	\$ _____
Total Charges/Released Area Customers			\$ _____

³ The charge to be made is to be as designated by Glenpool's Utility Charges Schedule for "Sewer" based upon the volume of water sold. The current Schedule is attached as Exhibit 3 to this Monthly Report, and the charges reflected in Exhibit 3 will remain in effect until a new Schedule is provided by Glenpool. Each time Glenpool provides a new schedule, the schedule in effect during the Creek-2 Billing Cycle will be applied.
Example: 1000 Gallon use = \$8.97 charge. 5000 Gallon use = \$15.37 charge. These charges are not cumulative, i.e., if a customer uses 3000 gallons you do not add the 1000 gallon charge to the 2000 gallon charge, the charge is the amount shown on the 3000 gallon line for sewer.

EXHIBIT 2

PERMISSIVE AREA SHARED CUSTOMERS

Creek-2 Customer No.	Service Address	Water Volume (Thousands)	Charge ⁴
1. _____	_____	_____	\$ _____
2. _____	_____	_____	\$ _____
3. _____	_____	_____	\$ _____
4. _____	_____	_____	\$ _____
5. _____	_____	_____	\$ _____
6. _____	_____	_____	\$ _____
Total Charges/Permissive Area			\$ _____

585-57.ex2-creek-2:tf

⁴ The charge to be made is to be as designated by Glenpool's Utility Charges Schedule for "Sewer" based upon the volume of water sold. The current Schedule is attached as Exhibit 3 to this Monthly Report, and the charges reflected in Exhibit 3 will remain in effect until a new Schedule is provided by Glenpool. Each time Glenpool provides a new schedule, the schedule in effect during the Creek-2 Billing Cycle will be applied.
Example: 1000 Gallon use = \$8.97 charge. 5000 Gallon use = \$15.37 charge. These charges are not cumulative, i.e., if a customer uses 3000 gallons you do not add the 1000 gallon charge to the 2000 gallon charge, the charge is the amount shown on the 3000 gallon line for sewer.

EXHIBIT 3
GLENPOOL WATER/SEWER
RATE CHART

EXHIBIT 4

Attached hereto and incorporated by reference is a copy of all Applications for Water Service within the “Glenpool Territory” Creek-2 approved during the Billing Cycle.

585-57.ex4-creek-2:tf

**NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
SPECIAL MEETING**

A Special Session of the Glenpool Utility Service Authority will begin at 6:00 p.m. immediately following the Glenpool City Council meeting, on Monday, July 20, 2015, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration by the Authority at that time:

AGENDA

- A) Call to Order.
- B) Roll call, declaration of quorum.
- C) Scheduled Business.
 - 1) Discussion and possible action to adopt the First Amendment To Agreement Of Compromise, Settlement and Release, being an amendment to the Settlement Agreement between and among the City of Glenpool, the Glenpool Utility Services Authority and Creek County Rural Water District No. 2, adopted May 11, 2015, with an effective date of May 15, 2015.
(Lowell Peterson, Trust Attorney)
- D) Adjournment.

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____, 2015 at _____ am/pm.

Signed: _____
Clerk