



**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on, April 7, 2025, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

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

Join Zoom Meeting

<https://us02web.zoom.us/j/89753555435?pwd=QzdFVjA1b0lKa1lSUFIKbUNrUUxtdz09>

Meeting ID: 897 5355 5435

Passcode: 974088

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

- Speakers attending in **PERSON** are required to complete the Request to Speak form located on the agenda table and return to the City Clerk **PRIOR TO THE CALL TO ORDER.**
- Speakers attending via **ZOOM** are required to complete the Request to Speak form located on our website: <https://glenpoolonline.civicweb.net/document/19057/Request%20to%20Speak%20Form.pdf> and email it to the City Clerk: lasmith@cityofglenpool.com **PRIOR TO 6:00 PM APRIL 7, 2025.**

AGENDA

Page

- A) **Call to Order - Joyce G. Calvert, Mayor**
- B) **Roll Call, Declaration of Quorum – Lesli Smith, City Clerk; Joyce G. Calvert, Mayor**
- C) **Invocation –Rebecca Weston of St. James Presbyterian Church in Jenks**
- D) **Pledge of Allegiance – Joyce G. Calvert, Mayor**
- E) **Management Report**
 - 1) [CM Report.04072025](#)
- F) **Mayor Report – Joyce G. Calvert, Mayor**
- G) **Council Comments**
- H) **Public Comments**

5 - 46

- I) **Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the consent Agenda is non-debatable.)**
- 1) To approve the minutes from the March 17, 2025, meeting. 47 - 147
[City Council Regular Meeting - 17 Mar 2025 - Minutes - Pdf](#)
 - 2) To approve the service agreement with Lexipol for \$2,846.80 for FY 2025-2026. 148 - 153
[Lexipol Staff Report 03 24 2025](#)
[Lexipol Agreement_City of Glenpool Glenpool Fire](#)
- J) **Consideration and appropriate action relating to items removed from the Consent Agenda**
- K) **Scheduled Business**
- 1) Discussion and possible action to approve, modify, or deny Resolution #2025008, a Resolution of the City of Glenpool regarding proposed state-mandated restriction of municipal sewer sludge or biosolids disposal and the City of Glenpool's opposition to the passing of Oklahoma Senate Bill SB003. (David Tillotson, City Manager) 154 - 158
[Staff Report - Resolution Opposing SB3](#)
 - 2) Discussion and possible action to approve, deny or amend the proposed Ordinance No. 826. AN ORDINANCE CREATING A NEW SECTION OF THE CITY CODE OF THE CITY OF GLENPOOL, OKLAHOMA TO BE CODIFIED AS SECTION 1-9E-12 OF CHAPTER 9 OF TITLE 1 OF THE GLENPOOL CITY CODE REGARDING INSPECTION, TESTING AND MAINTENANCE REPORTS FOR FIRE SUPPRESSION, FIRE DETECTION AND LIFE SAFETY EQUIPMENT SYSTEMS; REPEALING CONFLICTING ORDINANCES; CONTAINING A PARTIAL INVALIDITY SAVINGS CLAUSE; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATED THERETO. (Paul Newton, Fire Chief) 159 - 160
[Ordinance No 826 - IROL \(1\) \(002\)](#)
 - 3) Discussion and possible action to approve or deny an Emergency Clause for Ordinance No. 826. (Paul Newton, Fire Chief)
 - 4) Discussion and possible action to approve, amend or deny accepting a service agreement with Inspection Reports Online (IROL) for the inspection, testing and maintenance program for the tracking of fire system deficiencies. (Paul Newton, Fire Chief) 161 - 171
[IROL staff report for city council](#)
[IROL Agreement - Glenpool OK - Apr 2025](#)
 - 5) Discussion and possible action to approve, amend or deny the proposed Architectural Construction Services Agreement and addendum to AIA Document B101-2017 with Helms and Associates for a cost of \$285,000.00 for FY 2025-2026. (Paul Newton, Fire Chief) 172 - 199

[Helms Agreement staff report for city council](#)

[GFD Station 2 - Owner Architect Agreement Addendum - 040125 \(002\)](#)

- 6) Discussion and possible action to select and vote for two candidates to fill a three-year term to the Oklahoma Municipal Assurance Group Board of Trustees. 200 - 205

(David Tillotson, City Manager)

[Staff Report - OMAG Trustee Election](#)

- 7) Discussion and possible action to approve, amend, or deny an extension of the Temporary Construction Easement Agreement between Dan and Karren Barrett and the City of Glenpool, to facilitate the City's construction of the Glenpool Wastewater Treatment Facility project and other related improvements in the vicinity of the temporary easement property. 206 - 211

(David Agbetunsin, City Engineer)

[Extension of Temporary Construction Easement Agreement](#)

- 8) Public Hearing for the purpose of receiving public comments, if any, on the proposed FY 2025-2026 Annual Budget. 212 - 213

a. Open Public Hearing – Joyce G. Calvert, Mayor

b. Presentation of Proposed Budget – Josh Brannon, Finance Director

c. Facilitate Public Comments – Joyce G. Calvert Mayor

d. Close Public Hearing – Joyce G. Calvert, Mayor

[FY 2025-2026 Proposed Budget Staff Report](#)

[FY 2025-2026 Proposed Budget Summary](#)

- 9) Discussion and possible action to enter into Executive Session for the purposes of (A) conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within the City of Glenpool because public disclosure of the matter discussed would interfere with the development of products or services and would violate the confidentiality of such business, pursuant to 25 O.S. § 307.C.11 of the Open Meeting Act; and (B) for the purpose of discussing negotiations concerning employees and representatives of employee groups, specifically for the purpose of discussing possible amendments to, and terms and conditions of, a collective bargaining agreement with the Fraternal Order of Police, Lodge 133, pursuant to 25 O.S. § 307(B)(2) (Open Meeting Act) and (C) discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of David Tillotson, an individual salaried employee, in accordance with 25 O.S. § 307.B.1. (Open Meeting Act), to wit, discussion of annual evaluation and contract provisions.

(David Tillotson, City Manager), (Joyce G. Calvert, Mayor)

- 10) Reconvene into regular session.

(Mayor Calvert)

- 11) Discussion and possible action to approve or deny (A) an increase in base salary and fringe benefits; and (B) a performance incentive bonus for David Tillotson, City Manager, as required by Sections 6 and 7 of the Amended and Restated City Manager Employment Contract.

(Joyce G. Calvert)

- 12) Discussion and possible action to approve or deny proposed changes, if any, to the Amended and Restated City Manager Employment Contract.
(Joyce G. Calvert)

L) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on April 4, 2025, at 11:30am.

Signed:Lesli Smith

City Clerk

City Manager's Report

April 7, 2025



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Executive Summary

Mayor and Council,

First, let me say congratulations to Chris Brobst, who won his election this past week and will retain his seat for a new four-year term. I would also like to congratulate Tim Fox on a new four-year term and Shayne Buchanan, on successfully being chosen to fill the last two years of the open At-Large seat. All three council members will be sworn in at the April 21st Council meeting. While I was disappointed in the low voter turnout, I am thankful for all of the residents that took time to go to the polls and let their voices be heard. I am a firm believer, as I know all of you are as well, in the power of the public voice to guide us as we continue our efforts to grow and effectively manage this community. This vote, combined with the recent Glenpool Public Schools bond vote, is indicative of the support we enjoy in Glenpool, from the professional employees across the organization to the amazing job you as the Council do to lead and guide us. I am encouraged and delighted at the wonderful future this city has in front of it.

As you review the following departmental reports, I hope you take notice of the number of different projects that have been completed or are in progress. Allow me to take a moment and highlight a few that are in the report and add a few others that I believe are informative.

- Pictured on the cover this month is the entrance to our recent Community Cleanup event that was held at the high school football field parking lot. Thank you to Glenpool schools for continuing to allow us to use your facility for these great events! We had a large turnout from the public that led to a few problems with the clean out and turnaround of the dumpsters, but our team did an amazing job of staying on top of things and the public was understanding and patient.
- During the recent wildfire outbreak across the state, our fire crews were instrumental in putting out several fires in Glenpool before they could get out of hand. They also spent time in Jenks, Mounds and in Osage county assisting with other fires during this breakout.
- The Hwy 75 Project continues to progress at a steady pace. We will continue to see traffic delays and construction-related heartburn throughout the project, but thankfully ODOT and the contractor have been responsive to our needs and requests. The much-anticipated closure of the center median at 146th has finally occurred. We had a few issues the first week or two after the closure, but commuters have adjusted, and the traffic pattern has settled back into place.
- On the topic of road maintenance, our Streets Crew just completed the repairs to the bridge decking for the 126th St. bridge. This was the first time our crew had attempted this level of repair, and they did a tremendous job. I want to give a huge shoutout to County Commissioner Kelly Dunkerley and his district superintendent. The superintendent was



onsite for the project and helped train our crew. I am very thankful for the partnerships we have created with the county and other governmental organizations in the area.

- One final note on road maintenance...I anticipate that staff will be going out to bid this month on our annual road repair projects. We anticipate having those bids ready in time to be awarded in June with
- The disc golf course clearing and preparation is underway for opening later this spring or early summer. I expect to have potential course names submitted to Council soon for your consideration. We have had a great response from the Tulsa area disc golf association and other business partners who have sent volunteers regularly to help prepare this course.
- Our Finance Staff and Executive Team have been working diligently on the annual budget for the upcoming fiscal year. We are excited to present the first draft this month and hear from the Council and the public regarding the priorities for next fiscal year.
- Sales tax last month was up 7.2% across all funds.
- This month's report also includes our quarterly Move Glenpool Forward update. The Leadership Team has been working with our City Engineer and Public Works Director to prioritize and update budget numbers for all the remaining streets and infrastructure projects. I anticipate we will be presenting this information in the next month or two.
- The Glenpool Conference Center hosted an Emerging Leaders class that was led by the City Managers Association of Oklahoma. This class is designed to identify and train municipal leaders from across the state.
- Lea Ann Reed attended OML's Community Leadership Class with Mayor Calvert in Alva recently. This is the third in a series of ongoing classes for this program.
- Upcoming Community Events/City Holidays:
 - Good Friday: April 18th
 - Fishing Derby: May 10th



As you can see from this report and the few key items I have highlighted in this summary, our team is busy across all of our departments. I am thankful for a team that strives relentlessly to fulfill our mission and core values. I am also thankful for the many partnerships that we have made with residents, businesses, nonprofits, and other governmental organizations, as we know that we are better when we work in community with these groups to "Create Opportunity" for good.

"We cannot live only for ourselves. A thousand fibers connect us with our fellow men." – **Herman Melville**

David

Human Resources

Open Positions

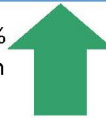
We currently have 12 open positions. These vacancies include those new positions approved in the FY2024-2025 budget.

- General Government: 2 Position
 - Administrative Assistant to the City Manager - Offer accepted, new hire process underway
 - Court Clerk – Interview process underway
- Police Department: 4 Positions
 - Police Officer (2) – Position posted externally
 - Dispatch: (2) – Position posted externally (1 offer extended, new hire process underway)
- Public Works: 5 Positions
 - Landscape Manager (1) – Interview process underway
 - Water and Sewer Laborer (1) – Position posted externally
 - Seasonal Streets and Parks Laborers (3)
- Conference Center: 1 Position
 - PT Event Coordinator – Interview process underway

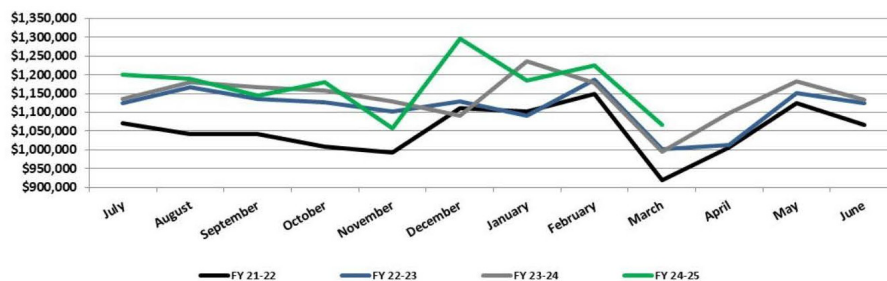
Finance

SALES TAX

FY 24-25 Combined Sales Tax for all funds in March totaled \$1,065,806, 7.2% higher than FY 23-24 revenues for the same period. Further details on March financial results will be reported next month after the accounting period is closed.



Sales Tax Revenue by Month
FY 24-25 Actual Compared to Previous 3 Fiscal Years Actual



GENERAL FUND REVENUES

FY 24-25 General Fund revenues through February totaled \$11,277,267 which is \$249,038, or 2.3%, higher than FY 23-24 revenues for the same period. Year-to-date revenues are \$336,251 above budget., with Sales Tax, Investment Income, Intergovernmental, and Miscellaneous revenues all up.



GENERAL FUND EXPENDITURES

FY 24-25 General Fund expenditures through February totaled \$10,233,675, or \$180,327 (1.8%) higher than FY 23-24 expenditures through the same period. These expenditures were 9.9% under budget year-to-date.

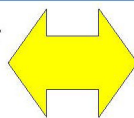


REPORT LEGEND

Better Than
Expected



Expected, or
Minor
Variance



Monitor and
Consider
Taking
Action



SALES TAX REVENUES—ALL FUNDS



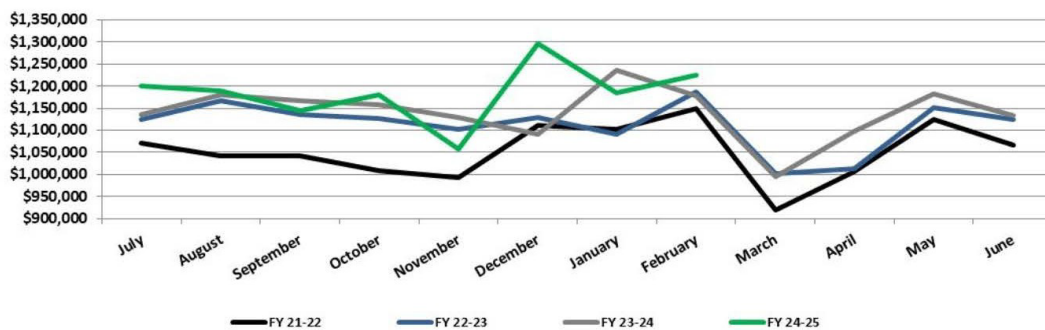
FY24-25 year-to-date Sales Tax collections through February were 1.2% above budget, and 2.2% higher than FY23-24 collections for the same period.

MONTH	COMPARISON TO BUDGET			COMPARISON TO PRIOR YEAR			PERCENTAGE	
	BUDGET	FY 24-25 ACTUAL	AMT INC/(DEC)	FY 24-25 ACTUAL	FY 23-24 ACTUAL	AMT INC/(DEC)	INC(DEC) BUDGET	INC(DEC) PRIOR YR
July	\$ 1,146,098	\$ 1,200,807	\$ 54,709	\$ 1,200,807	\$ 1,134,751	\$ 66,057	4.8%	5.8%
August	\$ 1,191,491	1,189,253	(2,238)	1,189,253	1,179,694	9,559	-0.2%	0.8%
September	\$ 1,179,101	1,145,631	(33,470)	1,145,631	1,167,426	(21,796)	-2.8%	-1.9%
October	\$ 1,168,926	1,181,483	12,557	1,181,483	1,157,352	24,130	1.1%	2.1%
November	\$ 1,140,169	1,056,590	(83,579)	1,056,590	1,128,880	(72,290)	-7.3%	-6.4%
December	\$ 1,102,348	1,295,899	193,551	1,295,899	1,091,433	204,466	17.6%	18.7%
January	\$ 1,248,631	1,183,889	(64,742)	1,183,889	1,236,268	(52,379)	-5.2%	-4.2%
February	\$ 1,189,586	1,224,229	34,643	1,224,229	1,177,808	46,421	2.9%	3.9%
March			-			-		
April			-			-		
May			-			-		
June			-			-		
TOTAL	\$ 9,366,350	\$ 9,477,781	\$ 111,431	\$ 9,477,781	\$ 9,273,612	\$ 204,169	1.2%	2.2%

Y-T-D Budget \$ 9,366,350
Y-T-D Actual 9,477,781
Y-T-D Variance 111,431
Y-T-D % Var 1.2%

Prior Year \$ 9,273,612
Y-T-D Actual 9,477,781
Y-T-D Variance 204,169
Y-T-D % Var 2.2%

**Sales Tax Revenue by Month
FY 24-25 Actual Compared to Previous 3 Fiscal Years Actual**

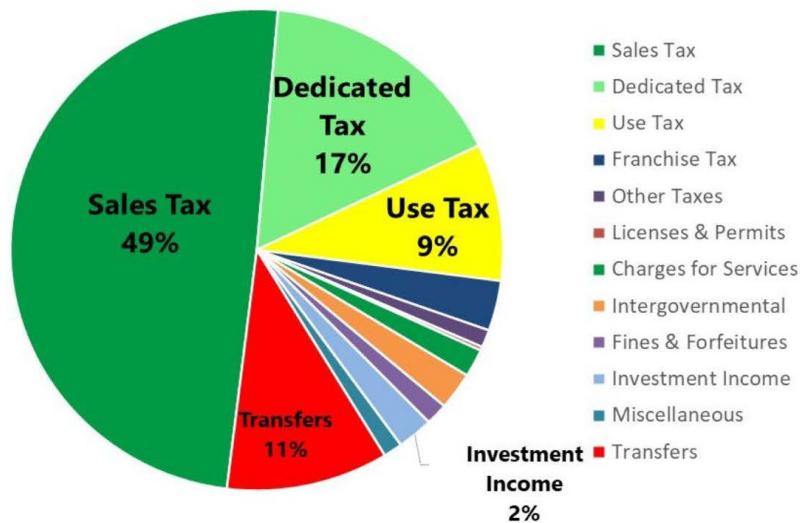


GENERAL FUND YEAR-TO-DATE REVENUES

	YTD FY24-25 Budget	YTD FY24-25 Actual	Budget Over/(Under)	YTD FY23-24 Actual
Sales Tax	\$ 5,509,520	\$ 5,574,831	\$ 65,311	\$ 5,454,739
Dedicated Tax	1,836,507	\$ 1,858,593	22,086	1,818,555
Use Tax	1,031,466	\$ 1,037,796	6,330	955,064
Franchise Tax	423,333	\$ 379,980	(43,353)	421,094
Other Taxes	91,333	\$ 133,821	42,488	99,610
Licenses & Permits	52,400	\$ 28,337	(24,063)	33,982
Charges for Services	225,179	\$ 210,408	(14,772)	140,916
Intergovernmental	214,293	\$ 282,524	68,231	238,973
Fines & Forfeitures	133,667	\$ 164,666	30,999	134,525
Investment Income	193,598	\$ 265,906	72,308	413,530
Miscellaneous	29,720	\$ 140,406	110,686	117,241
Transfers	1,200,000	1,200,000	-	1,200,000
Totals	\$ 10,941,016	\$ 11,277,267	\$ 336,251	\$ 11,028,229

Over (Under) Budget year to date: **3.1%**

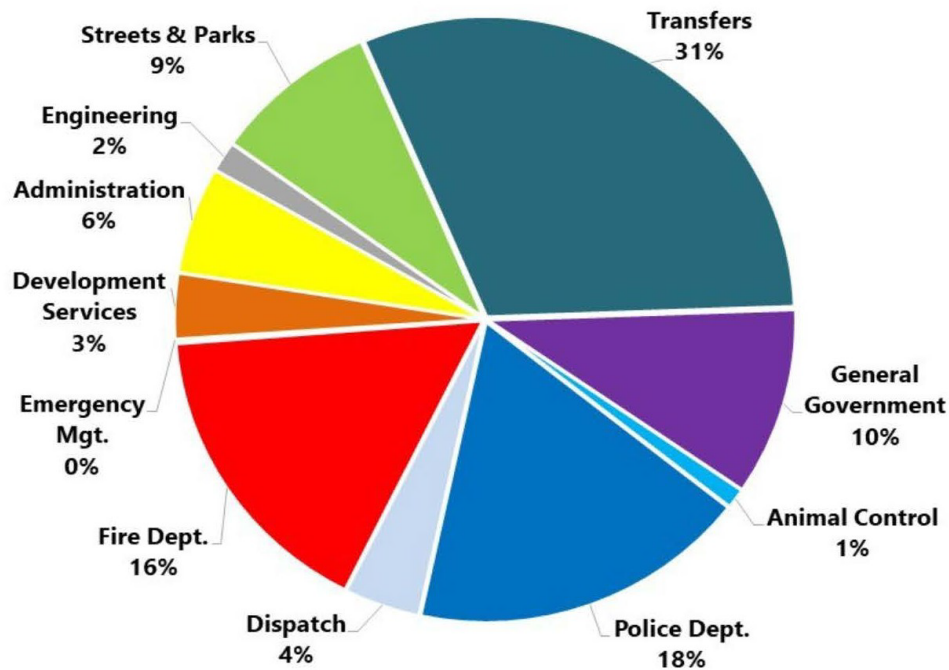
Increase (Decrease) over prior year: **2.3%**



GENERAL FUND YEAR-TO-DATE EXPENDITURES

DEPARTMENT	YTD FY24-25 Budget	YTD FY24-25 Actual	Budget Under/(Over)	YTD FY23-24 Actual
General Government	\$ 1,189,059	\$ 1,032,349	\$ 156,710	\$ 969,058
Animal Control	114,991	108,213	6,779	102,511
Police Dept.	1,857,430	1,823,919	33,511	1,668,176
Dispatch	475,176	407,574	67,602	382,070
Fire Dept.	1,917,715	1,676,756	240,960	1,564,212
Emergency Mgt.	75,667	17,365	58,301	50,811
Development Services	399,975	358,729	41,247	507,862
Administration	674,126	588,705	85,421	396,549
Engineering	260,605	165,801	94,804	11,189
Streets & Parks	1,258,457	886,169	372,288	1,382,355
Transfers	3,140,415	3,168,095	(27,680)	3,018,555
Totals	\$ 11,363,617	\$ 10,233,675	\$ 1,129,942	\$ 10,053,348
Under (Over) Budget year to date:		9.9%		
Increase over prior year:		1.8%		

General Fund YTD Percent Expenditures by Department



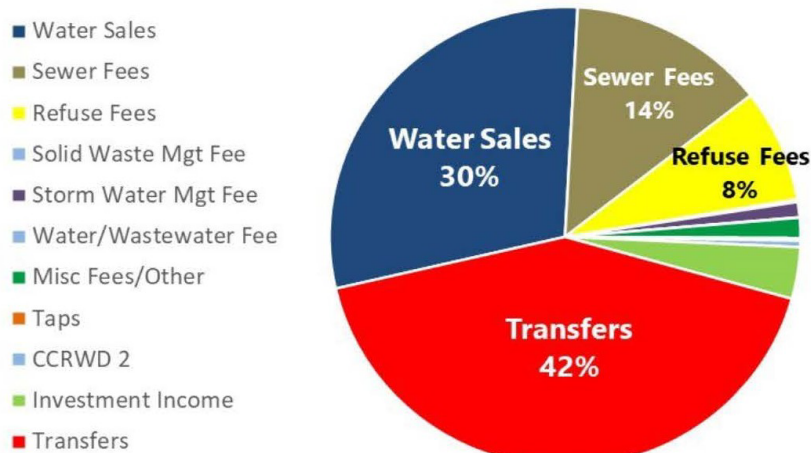
GLENPOOL UTILITY SERVICES AUTHORITY YEAR-TO-DATE REVENUES

	YTD FY24-25 Budget	YTD FY24-25 Actual	Budget Over/(Under)	YTD FY23-24 Actual
Water Sales	\$ 2,060,228	\$ 2,143,498	\$ 83,270	\$ 2,060,874
Sewer Fees	969,231	988,890	19,658	960,540
Refuse Fees	574,695	576,751	2,056	563,938
Solid Waste Mgt Fee	14,667	13,591	(1,076)	13,396
Storm Water Mgt Fee	78,667	77,866	(801)	76,767
Water/Wastewater Fee	3,333	2,383	(950)	4,125
Misc Fees/Other	99,333	103,017	3,684	109,912
Taps	38,000	12,800	(25,200)	37,000
CCRWD 2	22,333	32,816	10,482	22,334
Investment Income	60,144	263,639	203,495	262,128
Transfers	3,007,082	3,058,593	51,511	3,018,555
Totals	\$ 6,927,714	\$ 7,273,843	\$ 346,129	\$ 7,129,569

Over (Under) Budget year to date: **5.0%**

Increase over prior year: **2.0%**

GUSA YTD Revenues by Type



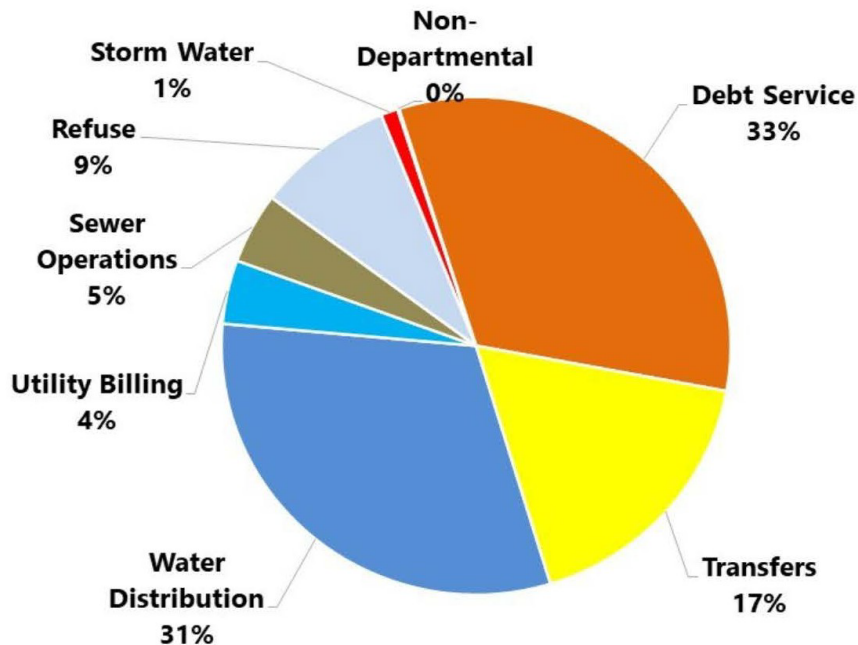
GLENPOOL UTILITY SERVICES AUTHORITY YEAR-TO-DATE EXPENDITURES

DEPARTMENT	YTD FY24-25 Budget	YTD FY24-25 Actual	Budget (Over)/Under	YTD FY23-24 Actual
Water Distribution	\$ 2,559,995	\$ 2,152,220	\$ 407,776	\$ 2,267,704
Utility Billing	284,958	285,718	(760)	270,996
Sewer Operations	487,629	317,829	169,800	451,599
Refuse	554,200	605,497	(51,297)	547,592
Storm Water	124,667	74,615	50,052	-
Non-Departmental	6,173	6,991	(819)	6,004
Debt Service	2,267,020	2,267,020	0	2,245,772
Transfers	1,200,000	1,200,000	-	1,200,000
Totals	\$ 7,484,642	\$ 6,909,889	\$ 574,752	\$ 6,989,666

Under (Over) Budget year to date: 7.7%

Increase over prior year: -1.1%

GUSA YTD Percent Expenditures by Department



FUND DASHBOARD

FUND	REVENUES	EXPENDITURES	CHANGE IN FUND BALANCE
GENERAL FUND	\$11,277,267	\$10,233,675	\$1,043,592
GLENPOOL UTILITY SERVICES AUTHORITY FUND	\$7,273,843	\$6,909,889	\$363,954
GLENPOOL INDUSTRIAL AUTHORITY FUND	\$757,157	\$716,084	\$41,073
STREETS & INFRASTRUCTURE FUND	\$691,718	\$357,874	\$333,844
PUBLIC SAFETY CAPITAL FUND	\$567,427	\$509,259	\$58,168
PUBLIC SAFETY PERSONNEL FUND	\$1,198,074	\$1,125,788	\$72,286
CAPITAL FUND	\$90,259	\$365,752	<\$275,493>
ARPA FUND	\$1,613,241	\$1,378,551	234,690
PARKS AND RECREATION FUND	\$15,348	\$3,616	\$11,732
HOTEL FUND	\$186,907	\$162,783	\$24,124

Move Glenpool Forward

FY 2024-2025 3rd Qtr (Jan-Mar) Highlights

- » Rolling Meadows Stormwater Improvement: Design underway (30% complete)
- Vancouver Ave & Hickory Place Stormwater Improvements: Developing RFQ (to be released April 2025)
- Elwood Lane Improvements & Signalization: Received STP Grant for design
- 121st St Lane Improvements: Began ROW and utility relocation
- Oak Street Lift Station: Received portable generator
- Fire Apparatuses: Received first of two refurbished fire pumpers

FY 2024-2025 3rd Qtr (Jan-Mar) Project Statuses

Project	Status
Proposition 1 (0.29%) (effective 1/1/2017) - Streets & Infrastructure Fund	
Automatic Meter Reading Conversion Kendalwood Park Rehab Lane Improvements - Warrior Road Snow Plow Turf Maintenance Equipment - Parks	 Complete
Lift Station Rehab - Oak Street Signalization & Infrastructure 151st St Stormwater Improvement - Rolling Meadows Stormwater Improvement - Vancouver Ave Lane Improvements - Elwood (141st St to 151st St) Signalization of 141st St & Elwood Lane Improvements - 121st St (Elwood to Hwy 75) Signalization of 121st St & Elwood Stormwater Improvement - Fern Ave Stormwater Improvement - Hickory Place Wastewater Treatment Plant Design/Permitting	 Active
Economic Development Projects Lift Station Rehab - Eden South South County Soccer Complex Field Lighting Stormwater Improvement - 141st St @ Hwy 75 Stormwater Improvement - Eden South Stormwater Improvement - Main/146th St @ Hwy 75	 Future
Proposition 2 (0.26%) (effective 1/1/2017) - Public Safety Capital Fund	
Firefighter Air Packs Police Mobile Computing System Public Safety Radio System	 Complete
Fire Apparatuses & Equipment Police Vehicles	 Active
Firing Range/Training Center Police Capital Improvements	 Future
Proposition 3 (0.55%) (effective 7/1/2016) - Public Safety Personnel Fund	
Hire 7 additional Firefighters Hire 5 additional Police Officers	 Complete / Ongoing*

*Additional hires continue to exceed initial goal

Move Glenpool Forward

Project Details

Project	Status	Allocated Budget	Budget Adjustment	Revised Budget	Expended to Date
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Proposition 1 (0.29%) (effective 1/1/2017) Streets & Infrastructure Fund



Automatic Meter Reading Conversion	 Complete	\$ 850,000	\$ 24,894	\$ 874,894	\$874,894
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Project Description: This project converts or replaces each of the 4,300 existing water meters in the city to an automatic radio read meter, increasing efficiency and accuracy in the City's utility billing.

Completion Date: September 2017

Kendalwood Park (North) Rehab	 Complete	\$ 200,000	\$ -	\$ 200,000	\$ 200,000
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Project Description: This project would help to alleviate surface water flooding across the park property caused by improper grading and drainage control and would replace the existing play equipment to better serve the residents of the area.

Completion Date: June 2024

Comments: New playground equipment has been installed and re-grading completed.

Lane Improvements - Warrior Road	 Complete	\$ 750,000	\$ 974,787	\$ 1,724,787	\$ 1,724,787
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Project Description: This project will add one additional lane of travel to Warrior Road between 146th Street and 151st Street to better facilitate school activities at the Glenpool Public Schools central campus. Additional improvements will include the reconfiguration of the intersection of Warrior Road with 151st Street to increase safety and reduce stacking.

Completion Date: August 2021

Comments: Project partners: Glenpool Public Schools and Tulsa County

Snow Plow	 Complete	\$ 150,000	\$ (46,532)	\$ 103,468	\$ 103,468
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Project Description: This project replaces the existing snow plow/dump truck used by the City to maintain arterial roadways in extreme winter conditions and for other purposes throughout the year.

Completion Date: November 2017

Turf Maintenance Equipment - Parks	 Complete	\$ 30,000	\$ (6,333)	\$ 23,667	\$ 23,667
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Project Description: The project provides funding to acquire turf maintenance equipment to be used at the South County Soccer Complex and other city parks and recreation areas

Completion Date: August 2018

Lift Station Rehab - Oak St	 Active	\$ 132,500	\$ -	\$ 132,500	\$ 132,500
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Project Description: This project will result in upgrades to the Oak Street lift station by replacing pumps and equipment, adding SCADA and a backup generator to better facilitate efficient operations of the lift station.

Comments: The pumps and equipment have been replaced and the portable generator has been received. Staff has ordered a transfer switch and is awaiting receipt to finalize the project.

Signalization & Infrastructure 151st St	 Active	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 595,089
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Project Description: This project is anticipated to include signalizations and other public utility, drainage, and transportation infrastructure improvements along the Highway 75/151st Street commercial corridor to facilitate economic development.

Comments: ODOT is currently working to finalize its Corridor Study of 151st St from Glenpool to Bixby. To date, the City has paid \$547,482 of the \$952,142 total public improvements reimbursement agreement with Saint Francis Hospital South.

Project	Status	Allocated Budget	Budget Adjustment	Revised Budget	Expended to Date
Stormwater Improvement - Rolling Meadows  Active \$ 300,000 \$ - \$ 300,000 \$ 80,200 Project Description: This project is intended to alleviate surface water runoff issues affecting residents of Rolling Meadows that abut the Taylor's Pond subdivision to the west. The project includes the installation of additional stormwater collection infrastructure in the existing utility easement between the subdivisions with the use of storm inlets used to collect surface water as it moves from west to east. Comments: Staff has conducted Qualifications-Based Selection (QBS) of design consultant and anticipates presenting design contract to Council in October					
Stormwater Improvement - Vancouver Ave  Active \$ 50,000 \$ - \$ 50,000 \$ - Project Description: This project will help alleviate the pooling of nuisance stormwaters along S. Vancouver Avenue in the Rolling Meadows subdivision. The project includes the addition of stormwater inlets on the east side of the roadway to move the collected water off of the roadway and pipe it to the ODOT right-of-way. Comments: See above, as project is being done in coordination with Rolling Meadows Stormwater Improvement project					
Lane Improvements - Elwood (141st to 151st St)  Active \$ 2,350,000 \$ - \$ 2,350,000 \$ 225,720 Project Description: This project will add two additional lanes of travel and stormwater collection infrastructure to the rapidly growing area of south 141st Street. This project will be coordinated with the signalization project at 141st Street and Elwood Avenue. Comments: The City was awarded a \$667,160 ODOT Surface Transportation Program grant, with a City match of \$225,720. Qualifications-Based Selection of design consultant is forthcoming.					
Signalization of 141st St & Elwood  Active \$ 410,000 \$ - \$ 410,000 \$ - Project Description: This project will provide full signalization of the intersection of 141st Street and Elwood Avenue and will be done to accommodate the widening of Elwood between 141st and 151st Streets that is included in another project. Comments: See above, as project is being done in coordination with Elwood Lane Improvements project.					
Lane Improvements - 121st St (Elwood to Hwy 75)  Active \$ 635,000 \$ - \$ 635,000 \$ - Project Description: This project will be coordinated with the signalization project at 121st Street and Elwood and is intended to add capacity to 121st Street caused by increasing residential growth in Glenpool and Jenks north of 141st Street. The one mile stretch of arterial roadway will be increased to 4 lanes of directional traffic, with flood control and stormwater conveyance added in areas where historical flooding is problematic. Comments: Project partners: Tulsa County and the City of Jenks. The County is currently conducting design, ROW acquisition, and utility relocation.					
Signalization of 121st St & Elwood  Active \$ 150,000 \$ - \$ 150,000 \$ - Project Description: This project will facilitate better traffic flow along the growing 121st Street corridor by better controlling the traffic coming off of and going to Highway 75 from the surrounding neighborhoods. This project will be coordinated with the widening project of 121st from Projected Start Date: FY 2025-2026 Comments: See above, as project is being done in coordination with 121st St Improvements project.					
Stormwater Improvement - Fern Ave  Active \$ 600,000 \$ - \$ 600,000 \$ - Project Description: This project will improve stormwater drainage along Warrior Road/Fern Avenue from 146th Street north to the western turn in the channel to alleviate issues with stormwater over-topping the channel during significant storm events. The project will provide additional capacity in the culvert running underneath 146th Street, widening and deepening the channel to the north. Comments: Staff is preparing a Request for Qualifications (RFQ), and the design for this project is budgeted in FY 2024-2025. This project will be completed in coordination with sidewalk projects in the area beginning in February 2025.					
Stormwater Improvement - Hickory Place  Active \$ 350,000 \$ - \$ 350,000 \$ - Project Description: This project will help alleviate stormwater flowing onto properties along Hickory Place and other parts of the Cinnamon Tree subdivision by installing an underground collection and piping system along the eastern boundary of the property. Comments: Staff is preparing a Request for Qualifications (RFQ), and the design for this project is budgeted in FY 2024-2025.					

Project	Status	Allocated Budget	Budget Adjustment	Revised Budget	Expended to Date
Wastewater Treatment Plant Design/Permitting  Active <i>Project Description:</i> The project provides funding for the research, engineering design, permitting, and necessary land acquisition/expansion to the wastewater treatment plant <i>Comments:</i> The City is utilizing ARPA funds to complete design & permitting. Staff recommends Council consider re-allocating these funds for the construction phase of the WWTP project, or to other MGF projects as needed.		\$ 550,000	\$ -	\$ 550,000	\$ -
Economic Development Projects  Future <i>Project Description:</i> This project is anticipated to provide economic assistance to the 141st Street commercial corridor to facilitate growth and business vitality. Types of projects include: small business construction/remodel assistance grants, infrastructure improvements, and utility upgrades.		\$ 1,035,337	\$ -	\$ 1,035,337	\$ -
Lift Station Rehab - Eden South  Future <i>Project Description:</i> This project will upgrade the sanitary sewer lift station located at the Eden South subdivision by replacing existing pumping equipment, adding SCADA, and installing a backup generator. This lift station serves most of the city that is south of 161st Street.		\$ 280,000	\$ -	\$ 280,000	\$ -
South County Soccer Complex Field Lighting  Future <i>Project Description:</i> This project provides overhead sports lighting of the soccer fields at the South County Soccer Complex. The initial phase of the project is being completed with Tulsa County Vision 2025 funding and Glenpool Utility Service Authority bond proceeds which will provide the underground conduits for the future installation of electric service to the lights. <i>Projected Start Date:</i> FY 2024-2025		\$ 150,000	\$ -	\$ 150,000	\$ -
Stormwater Improvement - 141st St @ Hwy 75  Future <i>Project Description:</i> This project will continue improvements to the areas surrounding the Coal Creek waterway by decreasing the amount and velocity of the stormwater over topping the channel north of 141st Street. <i>Projected Start Date:</i> FY 2026-2027		\$ 100,000	\$ -	\$ 100,000	\$ -
Stormwater Improvement - Eden South  Future <i>Project Description:</i> The project is intended to alleviate stormwater flooding along Union Avenue and in the Eden South subdivision by increasing the carrying capacity within the existing stormwater channel on the north side of the subdivision and reducing other restrictions that channel along Union Avenue.		\$ 500,000	\$ -	\$ 500,000	\$ -
Stormwater Improvement - Main St @ Hwy 75  Future <i>Project Description:</i> This project will help alleviate stormwater flooding along the Coal Creek waterway as it approaches Main Street and to the areas north of 146th Street by removing impediments to the free flow of stormwater south of Main Street.		\$ 100,000	\$ -	\$ 100,000	\$ -

Project	Status	Allocated Budget	Budget Adjustment	Revised Budget	Expended to Date
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Proposition 2 (0.26%) (effective 1/1/2017)

Public Safety Capital Fund



Firefighter Air Packs	Complete	\$ 250,000	\$ (8,582)	\$ 241,418	\$ 241,418
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Project Description: This project will replace existing firefighting equipment that provides supplemental oxygen supply (self-contained breathing apparatus) for firefighters while operating in compromised air spaces.

Completion Date: November 2017

Police Mobile Computer System	Complete	\$ 208,000	\$ (1,359)	\$ 206,641	\$ 206,641
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Project Description: This project will place a computer terminal in each of the patrol units and acquire the necessary software and hardware to facilitate operation of the new computers. Mobile computing will increase the efficiency and effectiveness of police officers by allowing direct access to information generally provided by dispatch, and allow dispatch to focus more on coordinating the activities of the officers in the field.

Completion Date: December 2020

Public Safety Radio System	Complete	\$ 1,250,000	\$ 35,079	\$ 1,285,079	\$ 1,284,600
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Project Description: This project will allow the City's public safety agencies to move to the P25 radio system currently utilized by most of the City's mutual aid partners, allowing for better emergency response coordination. This system will replace the existing radio system with new hand held, car-mounted radios, as well as new dispatch terminals.

Completion Date: July 2017

Fire Apparatuses & Equipment	Active	\$ 4,640,000	\$ -	\$ 4,640,000	\$ 2,361,042
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Project Description: This project will replace the existing fire apparatuses, command vehicles, and fire fighting equipment over the 20-year life of the tax.

Start Date: May 2017

Projected Completion Date: December 2037

Comments: 2 Pumpers, 1 100' Aerial Platform, 1 Fire Marshal Tahoe, and bunker gear have been acquired to date. 1 of 2 refurbished pumpers have been received. The other is expected back and into service in 6 months.

Police Vehicles	Active	\$ 3,000,000	\$ -	\$ 3,000,000	\$ 1,644,850
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Project Description: This project will allow the Police Department to replace up to 5 fleet vehicles each year over the life of the tax.

Start Date: June 2017

Projected Completion Date: December 2037

Comments: 32 Police Interceptors and 2 ACO trucks have been acquired to date

Firing Range/Training Center	Future	\$ 100,000	\$ -	\$ 100,000	\$ -
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Project Description: This project will result in an outdoor firing range and training center for use by the Glenpool Police Department.

Police Capital Improvements	Future	\$ 1,100,000	\$ -	\$ 1,100,000	\$ -
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Project Description: This project will result in a stand alone courtroom/community meeting room to be constructed adjacent to the existing Utility Billing building, clearing room on the 2nd floor of the Public Safety building for additional offices and storage.

Project	Status	Allocated Budget	Budget Adjustment	Revised Budget	Expended to Date
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Proposition 3 (0.55%) (effective 7/1/2016)
Public Safety Personnel Fund



Financials Since Inception (FY 2017 - FY 2025)

Total Revenues	\$11,985,860
Total Expenditures	\$10,665,349
Fund Balance (as of 12/31/24)	\$1,320,510

Hire 7 Additional Firefighters **Complete / Ongoing**

Project Description: This project will enhance public safety by adding a minimum of 7 additional Firefighters during the effective duration of Proposition 3.

Start Date: October 2016

Comments: The FY 2024-2025 Budget added 1 Firefighter position, bringing the total to 10 Fire positions within this fund.

Hire 5 Additional Police Officers **Complete / Ongoing**

Project Description: This project will enhance public safety by adding a minimum of 5 additional Police Officers during the effective duration of Proposition 3.

Start Date: October 2016

Comments: The FY 2024-2025 Budget added 2 Police positions, bringing the total to 7 Police positions within this fund.

Development Services

Listed below are current development related activities within the City of Glenpool **through the month of March 2025**. These activities listed include Projects Under Construction, Planning Applications Under Review, Approved Projects Not Under Construction, Building Permits and Inspections, and Code Enforcement Activity. The most recent activities are highlighted in **red**.

Commercial/Industrial Projects Under Construction:

1. **C & C Office Complex** – A proposed 2,672 sf office building located 459 E 151st S. The existing single-family residence will be converted into an office building.
2. **Brown Veterinary Clinic – S75 Business Park** – A proposed Veterinary Clinic located at the southeast corner of W 161st St. S and S Broadway St.

Commercial/Industrial Occupancy Permits Issued in March 2025:

1. **Alita's Wins to Go (Restaurant) – 13831 S. Casper St.**
2. **Valkarie Tattoos (Tattoo Services) – 14066 S. Hickory Place.**

Earth Change Permits Issued:

1. **Eagle I Investments (The Lakes at Twin Mounds Commercial)** – Southwest corner of W. 161st Street and US 75. The owner is clearing, grading and preparing the 11-acre site for future commercial uses.
2. **South 75 Business Park** – 2.5-acre site near northwest and northeast corner of 166th Street South and South Broadway Street. The owner is clearing, grading and installing drainage improvements to serve the area.
3. **Grandview Heights Apartments North Expansion** – A 120-unit apartment project on 6.8-acre site located at 12150 South Yukon Avenue. This is an expansion of the existing Grandview Heights Apartment project.
4. **146th and Vancouver Commercial:** An earth change permit for future commercial uses.
5. **146th and Vancouver:** ODT staging and storage area for the US75 improvement project.

Residential Projects Under Construction:

Subdivision Name		Lots Approved	Under Construction	Completed	Lots Available
1	Glen Hills I (Phase 1-6)	84	1	82	1
2	Glen Hills II (Phase 7-11)	78	0	73	5
3	Scissortail	88	5	66	17
4	Redbud Glen	74	10	32	32
5	Twin Ponds	25	0	2	23
Totals		349	16	255	78

Planning Applications Under Review:

1. Annexation(s): **No New Applications**
2. Comprehensive Plan Amendment(s): **No New Applications**
3. Zone Amendment(s): **No New Applications**
4. Planned Unit Development (PUD):
 1. **Housley Group** – A proposed Planned Unit Development (PUD 45) for an industrial development of a 14.63-acre site located on the north side of West 161st Street South, approximately a half mile east of U.S. Highway 75. The PUD proposes development and performance criteria for future industrial uses for the site.
5. Subdivision Plat(s):
 1. **The Lakes at Twin Ponds** – A Preliminary Plat to subdivide a 94.0918-acre site into two-hundred and fifty-one (251) lots in nine (9) blocks and seven (7) reserve areas. The subject site is generally located on the south side of W 161st S and west of US75.
 2. **Scissortail 2** – A Preliminary Plat to subdivide an approximately 38.33-acre site into one-hundred twelve (112) residential lots and three (3) reserve areas. The subject site is located east of E. 148th St. S and north of S. Poplar St.
6. Lot Split Application(s): **No New Applications**
7. Site Plan Application(s):
 1. **State Farm Office – Marvin Manns** – A Site Plan review of a proposed office building located at 201 E 141st St.

8. Specific Use Permits: **No New Applications**

9. Variance(s): **No New Applications**

Approved Projects Not Under Construction

1. **McGraw Winfield Realtors** – A proposed 4,434sf office building located at 12189 South Yukon Avenue.
2. **Carson Trails** – A 497-lot residential Planned Unit Development (PUD) located north and east of the northeast corner of West 181st Street and South Union Avenue directly adjacent to Eden South neighborhood. A subdivision plat for Phase I of Carson Trails PUD-43. The plat consists of 82 residential lots and four (4) reserve areas.
3. **Grandview Heights Apartments North Expansion** – A 120-unit apartment project on 6.8-acre site located at 12150 South Yukon Avenue. This is an expansion of the existing Grandview Heights Apartment project.
4. **Redbud Glen II** – A Preliminary Plat to subdivide a 25.729-acre site into sixty-seven (67) lots in eight (8) blocks and four (4) reserve areas. The subject site is generally located north of E. 149th Street S. and West of S. Elwood Ave.
5. **Twin Ponds Phase II** – Preliminary Plat of a 12.29-acre site. The plat proposes to subdivide the site into ten (10) lots and four (4) reserve areas. The subject site is generally located north of West 181st Street South – ½ mile west of Highway 75.
6. **Align Sport & Spine** - A Site Plan review of a proposed 4,234 sf chiropractic office building. The site subject site is 1.17 acres in size and is situated 12155 S. Yukon Ave.

Items Scheduled for BOA Meeting – April 14, 2025

No items scheduled.

Items Scheduled for Planning Commission Meeting – April 14, 2025

No items scheduled.

Current Residential and Commercial Building Permit Statistics

New Residential Permits Issued March 2025	2
New Commercial Permits Issued March 2025	1
Current Active Residential Permits	32
Current Active Commercial Permits	4
Residential Permits thru March 2024	27
Residential Permits thru March 2025	20
Commercial Permits thru March 2024	0
Commercial Permits thru March 2025	1
Assessment Letters Issued in March 2025	1
Total Assessment Letters Issued in 2025	2

Code Enforcement Activity for **March 2025**

ACTIVITY DESCRIPTION:	Totals			
Complaints received and investigated Year to Date	256			
Open public nuisance cases through March 2025	19			
CODE ENFORCEMENT CASES	Dec 2024	Jan 2025	Feb 2025	Mar 2025
	82	49	54	107
High grass:	-0-	-0-	-0-	-0-
Fire damaged structures:	-0-	-0-	-0-	-0-
Illegally parked vehicles:	2	1	2	5
Nuisance abatements (contractor):	-0-	-0-	-0-	-0-
Notices issued for residents with no water service:	-0-	-0-	-0-	-0-
Tulsa County Health Department citations:	-0-	-0-	-0-	-0-
Illegally placed signs:	46	-0-	37	91
Damage to public facilities citations:	-0-	-0-	-0-	-0-
Excessive trash & debris notices:	3	1	10	11
Dilapidated structures/property notices:	-0-	-0-	-0-	-0-
Trash can/receptacle placement notices:	-0-	2	-0-	-0-
Building demolition & removal:	-0-	-0-	-0-	-0-
Inoperable/abandoned vehicles:	3	-0-	5	-0-
Visual impairments caused by trees, shrubs, vehicles, basketball goals, etc. interfering with traffic flow:	-0-	-0-	-0-	-0-
Stagnant water causing mosquito issues:	-0-	-0-	-0-	-0-
Pest issue:	-0-	-0-	-0-	-0-
Dilapidated fencing:	-0-	-0-	-0-	-0-
Noxious odor:	-0-	-0-	-0-	-0-

Public Works

The following details of all work completed between Feb 21, 2025 – March 20, 2025

Admin

- Facilitated the pickup of numerous auction items
- Finalized plans for 6th grade Arbor Week Celebration to be held on March 26th
- Finalized plans for the Community Cleanup Day to be held on March 29th
- Began audit of City equipment insured by OMAG
- Sarah Griffin attended a D Water/Wastewater Operator class and passed her exams
- Designed and created new Public Works shirts/sweatshirts.
- Replaced board on equipment trailer

Streets

- Crack sealed – NA
- Filled potholes - Misc around town
- Fixed downed streets signs – 140th & Elwood - Stop
- Cleaned storm drains – NA
- Picked up trash around town.
- Weeded – NA
- Salted, sanded, and plowed during snowstorms. (5 days total between 2 storms)
- Removed salt/sand from Public Safety, Utility Billing, City Hall & Senior Center
- Assisted disc golf course volunteers by supplying water tank for concrete
- Parts for 126th bridge were received and repair to bridge decking is now scheduled for March 31st

Parks

- Black Gold
 - Took down flag due to high winds
- Kendalwood North
 - Cleaned and mulched the 19 trees we planted previously
- Kendalwood South
- Lambert
- Morris
 - Delivered and compacted gravel to each tee pad for base
 - Repaired failing culvert that washed away in December.
 - Installed sleeves for disc golf baskets
- Rolling Meadows
- South County Soccer

- Opened concession/bathroom for the season
- Picked up trash and emptied trash cans daily at all city parks.
- Watered newly planted trees at utility billings, gateway signs and Kendalwood North.

Facilities Maintenance

- Multiple City Hall Air Conditioning units with issues. Brought in vendor to remedy
- Fastened Black Gold gazebo tables to the cement
- Added graphics to newly purchased public works truck
- Set forms for 5 different light/security poles throughout city.
- Priced up Animal Control facility options
- Light Check at City Hall
- General Maintenance at City Hall.
- Cleaned and tested 1122A pool weekly

Wastewater Treatment Plant:

- Daily calibration and testing performed (CL, DO, pH)
- Daily readings performed.
- Daily flow monitoring performed.
- Daily addition of chemicals to lagoon
- Weekly Biological Oxygen Demand and Total Suspended Solids samples to Green Co. Testing
- Mowed, weeded, and sprayed (where needed)
- Vehicle and equipment maintenance performed.
- Increased Hydrogen Peroxide from 10 to 40 gpd to reduce odor and raise DO
- Only 3 of the 8 lateral lines are functional at this time
 - We are trying to find a vendor to repair these lines.
- Running two 4" Venturi pumps as needed to raise DO in lagoon
 - Two new pumps are being prepped to offset losing multiple lateral lines.
- Effluent meter is now operational.
- Blower status:
 - Blower 1: non-operational... needs motor & blower and will remain offline
 - Blower 2: Blower has been taken in for repairs
 - Blower 3,4: functional, 4 will be serviced soon for alignment issues.

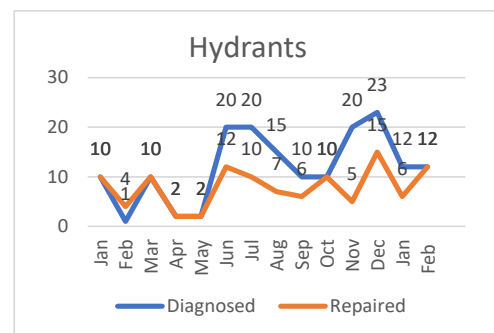
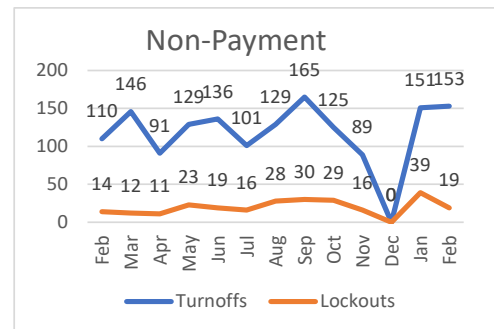
Lift Stations:

- Inspected all lift stations
 - Cleaned floats
 - Repaired fencing and prepped for latch replacement on many stations.
 - Mowed, weeded, and sprayed all stations
- Assisted WWTF operator with daily tasks
- Elwood lift station had multiple issues during a power outage on March 4th.
 - The influent overwhelmed the station quickly.

- An emergency bypass valve was installed
 - Station has been on bypass for 7 days as of the end of this report.
 - Complete cleanout of station is scheduled in the coming weeks.
 - Controls have been repaired.
- Bypass pump (trailer) has an issue and has been taken in for repair.

Distribution:

- 353 Utility locates
- 120 service orders completed for the utility office
- 153 turn offs for non-payment – (2/25)
- 39 lock outs for non-payment – (2/27)
- Performed monthly meter reads with 163 bad registers
- 2 leaks repaired (0 major, 2 minor, 2 pending)
- 1 meter(s) set (0 residential, 1 commercial)
- 1 pending meter sets (0 residential, 1 commercial)
- Bi-weekly water samples taken and PASSED
- Mowed, weeded, and sprayed (where needed) at water towers and booster stations
- Cleaned and serviced vehicles and equipment
- Jetrodded 2 possible sewer backup(s) (2 on city side, 0 on customer side)
- Diagnosed 12 hydrants, put 12 back in service and ordered parts for all others.
- Repaired 0 Sewer Manholes
- Booster Pump station on US75 at 131st has had its pin hole leak temporarily repaired. The station is now mostly isolated from distribution. Awaiting further instruction from city engineer on path forward.
- New connections will all receive Mach10 meters as we cannot get new RG3 meters.
- Elwood Lift Station has been running in bypass since March 11.
 - New bypass piping was installed on March



Community:

- Removed hay bales from Chamber of Commerce event at GCC. Bales were moved to Morris park to provide erosion control
- Planted trees at south Glenpool gateway sign

Disc Golf Course - UPDATE

All sleeves for all baskets were placed by staff. This will allow baskets to be inserted when we are ready. Basket #4 was placed (and is shown) to make sure our installation techniques were proper. Each tee pad received as a base and all were compacted by staff. Play will commence with a small group to make sure natural growth doesn't undo all the clearing we have done. The goal now is for a June 1 grand opening. This is subject to change.



GlenPines Sewer Encasement at Zenith



Within the Glen Pines subdivision there is a storm water area that had a sanitary sewer line spanning over the runoff area. This free floating PVC pipe was very susceptible to rupture due to it's free span across the storm water discharge area. Quotes are received and a vendor was selected to secure the area.



The existing pipe was cut and the new pipe was secure within a casing pipe, which was then secured by concrete on either bank. Further more the bed was secured with rip rap to reduce erosion.



Elwood Lift Station - Bypass

A bypass was originally installed at this station but some years ago the bypass pipe cracked and was removed. Elwood is a crucial lift station that receives more than its fair share of flow so adding back the bypass to this station was on the list of repairs to complete this year.

If the station pumps fail, the wet well will fill and eventually overflow a manhole to the north of the station.



Contractors installed a much needed bypass valve. This allows for a bypass pump to be used if there is an issue with the onsite pumps or if there is an electrical outage.

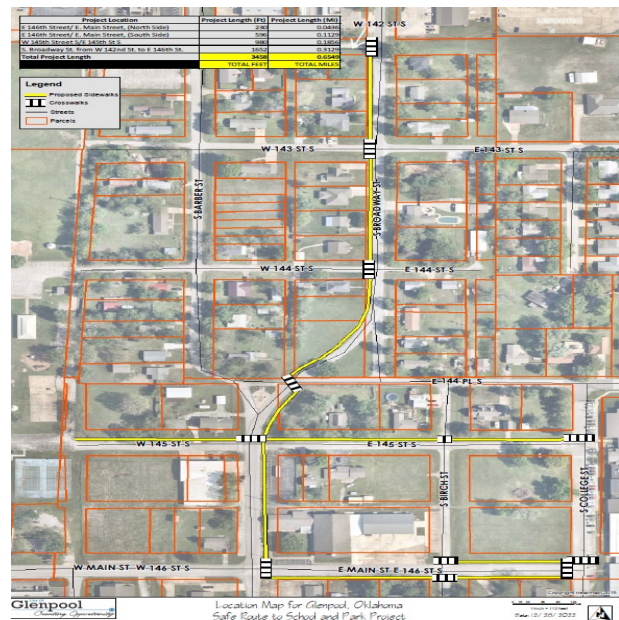
Engineering

This report summarizes the activities of the engineering department and infrastructure projects in the City of Glenpool during the stated period.

Glenpool Safe Route To School Project JP#3810404

The project establishes an ADA-compliant sidewalk network linking Glenpool Public School to Black Gold Park.

- Total cost: \$1,202,760 (City match: \$240,552 - paid).
- Kimley Horn was selected as the consultant.
- Contract signed by Kimley-Horn
- Awaiting Notice to Proceed.



**Elwood Ave. Widening from 151st – 137th Street,
State JP#36939(05)**

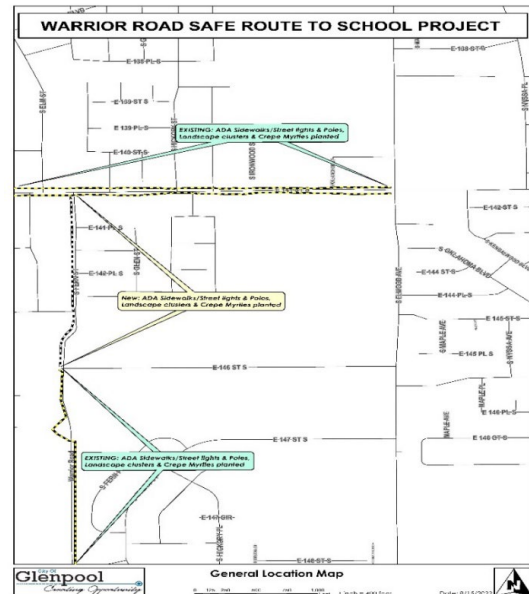
Expands 1.42 miles from two to four lanes, improving pavement, traffic flow, safety, and aesthetics.

- STP grant: \$902,880 (City match: \$225,720 - paid).
- RFQ issued November 19, 2024; responses received from 10 firms by December 17, 2024.
- Qualification-based selection is in progress.

TAP Grant Sidewalk Improvement Project on Warrior Road. JP#3802804

The Warrior Road Project aims to construct a sidewalk from 146th to 141st Street, covering survey, environmental, geotechnical, and engineering studies, culminating in final design and project plans.

- Urban Funding Agreement received from ODOT.
- Kimley Horn was selected as consultant.
- City match: \$119,920 - paid.
- Contract signed by Kimley-Horn
- Awaiting Notice to Proceed.



Sidewalk & Beautification Phase II Project JP#28845(05)

Construction of 2 miles of sidewalks linking Glenpool School to the Glenpool Community Center along 146th street, Elwood Avenue, 141st street and Peoria Ave. Project includes installing decorative lighting along 141st street.

- Final plans and estimates received; under final review with ODOT.
- Transportation grant: \$550,800 (City match: \$137,700).
- Additional funding needed; applied for 2024 INCOG TAP grant.

The estimate for this project is summarized below:

Project	Description	Estimate
Base Bid	E 141 st Street North Side: Between Elwood Ave and Peoria Ave. S Peoria Ave: Between E 141 st St & Recreation Center	\$624,323.82
Add Alternate 1	E 141 st Street South Side: Between S Elwood Ave & S Peoria Ave	\$812,962.56
Add Alternate 2	S. Peoria Ave: In Front of Recreation Center to 137 th Pl	\$108,849.24
Add Alternate 3	E 146 th St: Between Warrior Road & S Elwood Ave. S. Elwood Ave: Between E 146 th St & E. 141 st St	\$998,925.36

This project was recommended to receive Transportation Alternatives Program grant by the INCOG Transportation Technical Committee. The grant award is \$1,500,974 in Federal Funds.

US 75/141st Bridge Project

This project constructs a bridge on US-75 over 141st Street, providing frontage roads and signalization.

- Estimated duration: 315 days.
- Project cost: \$27.5M; lowest bid: \$31.4M (Sherwood Construction Co.).
- Currently under construction.

Stormwater Management

Stormwater Campaign for the Month of March.

Below is the stormwater campaign for the month of March 2025.

Rolling Meadows Stormwater

This project aims to address surface water runoff issues affecting residents of Rolling Meadows near Taylor's Pond Subdivision.

- Crafton, Tull & Associates selected for design (30% of design plans received).



Community Development Block Grant

- FY2024 grant: \$120,143 for Glen Village Addition II improvements (stormwater, sinkhole, and street repairs).
- Next step: Develop design and specifications.

Bicycle/ Pedestrian Masterplan Update

This is an update to the City of Glenpool's Bicycle and Pedestrian plan, which would become part of the INCOG Regional Go Masterplan. The City entered into an agreement with INCOG on February 21st, 2024, to update the City bicycle/pedestrian plan. The selected consultant is RDG-Garver LLC.

- Project is underway.

126th Street Bridge Deck Replacement Project

This project replaced the rutted wooden deck of the bridge at 126th street. This maintenance project was performed by the public works crew. Project is scheduled to be completed by April 2nd, with the road reopened immediately after.



GIS Management

- Council districts maps, ward maps and an interactive map of all City parks is available on the City of Glenpool website.

Conference Center/Community Relations

This report highlights the activities of the Community Relations Department and the Conference Center for March.

Social Media Monthly Stats:

Account	Audience	New Audience	Published Posts	Impressions	Engagements
City	8,817	272	30	340,821	26,255
Conference Center	2,283	9	24	43,003	96
Police Department	2,201	121	6	41,453	5,436
Animal Control	9,914	50	53	114,371	12,177

Top City Social Media Posts for March:

 City of Glenpool, Oklahoma Tue 3/24/2024 12:55 pm CDT 🚧 HWY 75 Bridge Project Update 🚧 Progress continues on the Highway 75 bridge project. From March 6-8, between 9...  Total Engagements 10,445 Reactions 997 Comments 219 Shares 232 Post Link Clicks 3 Other Post Clicks 8,994	 Glenpool Police Department Mon 3/24/2024 12:57 pm CDT This morning at a Glenpool Public School campus, someone saw a person retrieve from the trunk of a car what looked like a...  Total Engagements 3,763 Reactions 547 Comments 37 Shares 60 Post Link Clicks 1 Other Post Clicks 3,118	 City of Glenpool, Oklahoma Fri 3/7/2024 1:18 pm CDT ODOT will have the north and southbound US-75 narrowed to one lane in each direction at 141st St. from 7 a.m. to 7 p.m....  Total Engagements 2,563 Reactions 278 Comments 64 Shares 111 Post Link Clicks — Other Post Clicks 2,110	 City of Glenpool, Oklahoma Wed 3/26/2024 12:49 pm CDT 🚧 Temporary Road Closure Notice 🚧 W. 126th Street will be closed to through traffic from March 31st to April 4th for critical...  Total Engagements 2,118 Reactions 60 Comments 35 Shares 39 Post Link Clicks 2 Other Post Clicks 1,982	 City of Glenpool, Oklahoma Mon 3/17/2024 3:54 pm CDT This is what happens when non-flushable items go down the toilet. 🚫🚽 Our city sewer system is designed for toilet paper...  Total Engagements 2,066 Reactions 101 Comments 46 Shares 24 Post Link Clicks 1 Other Post Clicks 1,894
---	--	---	--	---

TextMyGov Launch:

On March 27th, the City launched a new communication tool, TextMyGov, designed to enhance the way we share important information with our residents. The service enables residents to effortlessly receive city notifications and access key information by simply texting the city.

Residents received an introductory message from the number 91896, which initiated the service. At any point, residents can choose to opt out by replying "STOP." Those who did not receive the initial message still have

the opportunity to opt in by texting the keyword “GLENPOOL” to 91896. After sending the keyword, users will receive a prompt to confirm participation by replying “YES.” Once enrolled, residents will begin receiving notifications for a range of topics including city events, water line repairs, road closures, meetings, emergencies, and other important updates.

In addition to alerts, residents can access information on demand 24/7 by texting 1–2 keywords to Glenpool’s TextMyGov number at (918) 880-2228. This feature allows users to obtain quick answers about potholes, streetlights, code enforcement, utility questions, and other city-related services.

The introduction of TextMyGov represents another step forward in Glenpool’s ongoing effort to deliver efficient, modern services that meet the needs of our community. This initiative reflects our commitment to implementing 21st-century solutions and improving the way we connect with residents. Many local governments across the country have adopted this platform with great success, and we look forward to seeing similar results in Glenpool. We are confident that this tool will strengthen our communication efforts and help ensure residents stay informed and engaged.

Conference Center

In March, the Conference Center hosted a total of 32 events, showcasing a diverse range of gatherings, including banquets, corporate trainings, weddings, meetings, birthday parties, and anniversary celebrations.

EVENTS TO HIGHLIGHT

One of the standout events this month was Immense Memories scrapbooking, which returned with another highly successful Wicked-Themed Crop. Due to its popularity, the organizers are already planning another event later this year.

Additionally, we welcomed Midwest Dental Seminar, which hosted its first Compliance Summit at our venue. This conference covered critical topics such as OSHA, HIPAA, and ethics, featuring keynote speakers and attracting dental professionals from across the region.

With another busy month behind us, we look forward to continuing to provide a premier event space for a wide variety of gatherings.





Economic Development/Grants

Economic Development

- Business, Retention, & Expansion (BR&E)
 - **Morning BREW:** The Glenpool Chamber of Commerce, in partnership with the Economic Development Department and Keller Williams, hosts monthly gatherings for local businesses, offering coffee, networking, and valuable resources. On March 20, we welcomed 24 attendees. Based on feedback from our January Morning Brew, we invited Lylah Sparks from East Central Electric to share best practices for marketing and advertising.
- Oklahoma Innovation Expansion & Other Commerce Incentives
 - I have been meeting with qualifying Glenpool businesses to share information about the **Oklahoma Innovation Expansion Program (OIEP)**, which opens for applications on **March 31st** and closes on **April 11th**. These visits aim to help businesses prepare and increase the number of awardees this year.
 - I am also conducting follow-up visits with some businesses to provide additional support.
 - Beyond OIEP, I have shared the Incentive Analysis Tool from the Commerce Department to help businesses identify incentives that may better support their long-term growth and capital investment.
 - On March 31st, I will follow up with qualifying businesses to remind them of the short application window and help as needed. On March 31st, I will be following up with our qualifying businesses to remind them of the short window and aid as needed.
- New Business/Sites
 - Followed up with a landowner to discuss marketing strategies for his property and the necessary documents.
 - Met with an out-of-state developer who owns property in Glenpool. We discussed utility needs, his questions for our engineer, potential business matches for his site, and ways we can support his development efforts.
 - Engaged with brokers who have property for sale or lease in Glenpool to assess interest levels and explore how we can assist, such as posting listings on LocateOK.
 - Hosted a follow-up meeting with a Commerce Department representative to discuss BRE best practices, business incentives, land development strategies, infrastructure and utility considerations, grant opportunities, and tribal/community partnerships.
 - We are working with the broker of a potential buyer for the Blue Compass site for potential new business.
- Travel/Training/Misc:
 - We have reviewed several economic development tools to determine the best fit for business recruitment, site selection and development, real-time tourism and hospitality

data, small business support, and competitive analysis. We are now in the final stages of selecting a tool that will best support our efforts.

- On March 6, Economic Development and our Planning Team met with a firm specializing in data center site selection. As data centers continue to be a hot topic in Oklahoma, this meeting provided valuable insights for our team.
- On March 7, the Chief Operations Officer & I participated in Select Oklahoma's Day at the Capitol, where we heard from legislators who had authored economic development bills. Discussions covered key trends, concerns, and legislative priorities, and we had the opportunity to meet with our local representatives.
- On March 24, I toured the MidAmerica Business Park in Pryor, OK. MidAmerica is a national site, and I learned valuable insights on leveraging local and federal resources to drive economic development.
- On March 27, I attended Tulsa's Future Monthly Meeting in Collinsville, where we received updates on regional projects, legislative developments, and economic highlights from Collinsville. This meeting also provided a platform for local communities to share updates on their economic initiatives.
- On March 28, the City Planner and I had a TEAMS meeting with a real estate representative solely focused on Data Centers. We discussed the potential for Glenpool and what activity is occurring in our region.
- On March 28, I participated in the Tulsa Regional Chamber Aerospace Council Meeting to stay informed on developments in the aerospace sector.

Grants: March 2025, Beth Miller (Grants – Special Projects Coordinator)

- STBG street widening grant (for Elwood) awarded last year from ODOT. The signed contract was received on 1/7/2025 and on 1/13/25, David A. met with developers. Awaiting bid process as of 3/31/2025.
- INCOG CDBG Grant approved on 12/2/2024 to repair sinkhole at 145th and Kendalwood BLVD. Signatures were received from City and from County. Awaiting bid process as of 3/31/2025.
- OK Homeland Security State and Local Cybersecurity Program grant was approved 12/20/24. Able to replace the server at the PD by March or April 2025. Funds on hold by FEMA until further notice as of 3/31/2025.
- OK Homeland Security State and Local Cybersecurity Grant Program – next cycle due 2/28/25. Presented to Council the week of 2/24, declined 3/14/2025.
- FY 2025-2026 Transportation Alternatives & FY 2022-2026 CRP. up to \$1,600,000 (20% matching), Application in collaboration with David A. was submitted on 1/13/25, for completing sidewalk projects on Elwood and 141st, and Peoria Ave. Approved on 3/21/2025.
- Recreational Trails Program Grant 2025: 80% reimbursed up to \$300,000, with a total amount of \$375,000. This is for trails/parking lot/bridges at the new Morris Park Disc Golf and Nature Trails Park. Awaiting approval as of 3/31/2025.
- Opioid Grant 2025: Amount not specified. Next meeting with Mercy Mission II in April. Applications have not opened yet as of 3/31/2025, and projects are currently under discussion.

- DEQ - Collection Event Grant FY26: Application submitted February 28, 2025. Awaiting approval as of 3/31/2025.
- SAFE Oklahoma Grant: Amount not specified. We are working with GPD for equipment. Applications open in April 2025, and we are identifying the equipment needed.
- Keep Oklahoma Beautiful Roadside and Environmental Beautification grants were submitted on 1/27/25 in the amounts of \$3391.98 (for Welcome sign beautification) and \$962.45 (for seeds at Lambert Park). Grant approved in the amount of \$3700 on 2/26/2025, and check received 3/7/2025.
- AARP Community Challenge Grant submitted 3/5/25 in the amount of \$22,250.00 for a crosswalk with lights on 141st. Awaiting approval as of 3/31/2025.
- INCOG STBG FY 26 & 27 submitted March 14th: Three different projects in order of importance:
 1. Elwood Avenue Widening Phase II (Construction of 141st and 151st intersections) in the amount of \$4,946,169.
 2. Elwood Avenue Widening Phase III (Construction between 151st and 137th St.) in the amount of \$8,690,30.00.
 3. Elwood Avenue Widening Phase IV (Design of 137th – 121st St.) in the amount of \$500,000.00
- FEMA Flood Mitigation Program Grant due March 14th. 75/25 match up to 2 million. Notice of Intent (to apply) was submitted through the FEMA.GO portal on Jan. 31st for \$1,597,362. This was rescinded by FEMA until further notice.
- OCEA grant submitted February 20th (was due 2/21) for \$808.98 Welcome Sign Beautification on HWY75/S Waco. Grant was declined 3/26/2025.

Special Projects:

- Next Events Committee Meeting 4/2/25. Events Calendar for the City is being executed by next meeting
- Farmers Market
 - Have received 54 RSVP's for the Vendor Meeting this Sunday as of 3/31/2025.
 - Rules/regulations and vendor applications for the 2025 season have been updated and have been uploaded to social media and Website
 - SNAP acceptance is NOW AVAILABLE! The processing machine was received March 7th.
 - The **very first** vendor meeting is Sunday, April 6th from 2-4. Met Micaela with OK Department of Agriculture at the AG Summit and was able to pick up produce bags/t-shirt bags/OK AG stickers and more for handouts at the event. We will be providing a small lunch as well. We will have representatives from SNAP and Creek/Cherokee Nation WIC programs there to speak as well.



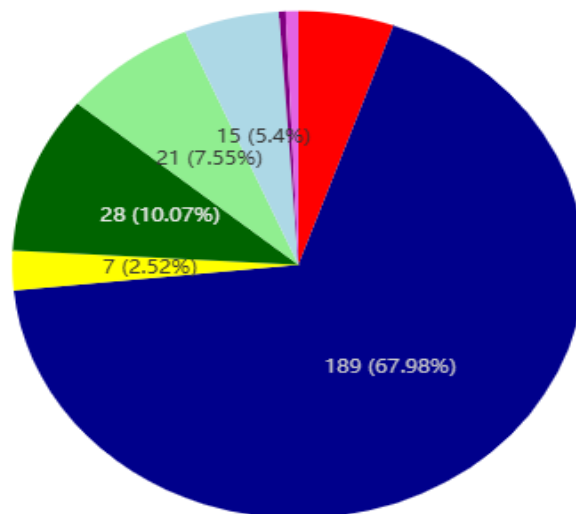
Fire Department

Glenpool Fire Department Operations March 2025

CM Report 2/21/25-3/30/25

Run Type	# of Calls	Totals Calls
EMS Runs	189	278
Fire Runs	89	
Overlapping	87	

Total (278)



Incident Type Series

15	1 - Fire
189	3 - Rescue & Emergency Medical Service Incident
7	4 - Hazardous Condition (No Fire)
28	5 - Service Call
21	6 - Good Intent Call
15	7 - False Alarm & False Call
1	8 - Severe Weather & Natural Disaster
2	9 - Special Incident Type

Always be **truthful** & **transparent**.

OUR CORE VALUES

Show that you **care**.
Create **WOW** moments.

Savor
the journey.

Make learning a **habit**.

**OUR MISSION: DEVELOPING A CULTURE OF TRUST
TO BETTER SERVE OUR COMMUNITY**





MINUTES
City Council Regular Meeting
Monday, March 17, 2025 Council Chambers 6:00 PM

COUNCIL PRESENT: Joyce Calvert
Tim Fox
Chris Brobst
Jacqueline Triplett-Lund
Shayne Buchanan

COUNCIL ABSENT:

STAFF PRESENT: David Tillotson
Lea Ann Reed
Joe Wuest

STAFF ABSENT: Lesli Smith

Page

- A) Call to Order - Joyce G. Calvert, Mayor**
Mayor Calvert called the meeting to order at 6:00 p.m.
- B) Roll Call, Declaration of Quorum – Lesli Smith, City Clerk; Joyce G. Calvert, Mayor**
LeaAnn Reed called the roll; Mayor Calvert declared a quorum present.
Jana Burk Attorney, of Rosenstein, Fist & Ringold, were also in attendance.
- C) Invocation – Mike McGee of Happy Acres Cowboy Church in Kiefer**
Chad Coomer gave the invocation.
- D) Pledge of Allegiance – Joyce G. Calvert, Mayor**
- E) Management Report**
There was no official management report, but Mr. Tillotson did express his thankfulness that the Glenpool Community was not directly affected by the recent wildfires.
- F) Mayor Report – Joyce G. Calvert, Mayor**
There was no official mayor report, however, Mayor Calvert did express her condolences too all the surrounding communities that have lost or been impacted by the recent wildfires in the state.

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G) Council Comments

There were no council comments.

H) Public Comments

There were no public comments.

I) Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the consent Agenda is non-debatable.)

- | | | |
|----|--|---------|
| 1) | Minutes from the March 3, 2025, meeting.
City Council Regular Meeting - 03 Mar 2025 - Minutes - Pdf | 6 - 20 |
| 2) | Approval of Resolution No. 2025004, a Resolution applying for the Indian Nation Council of Governments Street Transportation Block Grant Program for FY 26-27, requesting federal funds in the amount of \$3,709,627 with a required 25% city match in the amount of \$1,236,542, for a total project cost of \$4,946,169.
2026-2027 FY STBG Grant - Staff Report (Final) (002) | 21 - 33 |
| 3) | Approval of Resolution No. 2025005, a Resolution applying for the Indian Nation Council of Governments Street Transportation Block Grant Program for FY 26-27, requesting federal funds in the amount of \$6,952,243 with a required 20% city match in the amount of \$1,738,061, for a total project cost of \$8,690,304.
2026-2027 FY STBG Grant - Staff Report (Final) (002) | 34 - 46 |
| 4) | Approval of Resolution No. 2025006, a Resolution applying for the Indian Nation Council of Governments Street Transportation Block Grant Program for FY 26-27, requesting federal funds in the amount of \$400,000 with a required 20% city match in the amount of \$100,000 for a total project cost of \$500,000.
2026-2027 FY STBG Grant - Staff Report (Final) (002) | 47 - 58 |

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

There were no items removed from the consent agenda.

K) Scheduled Business

- | | | |
|----|---|---------|
| 1) | Discussion and possible action to approve, amend or deny approval of an Addendum to the FY24-25 Agreement between the City of Glenpool, the Glenpool Industrial Authority and the Glenpool Chamber of Commerce.
(Josh Brannon, Finance Director) | 59 - 61 |
|----|---|---------|

Moved by Chris Brobst, seconded by Jacqueline Triplett-Lund

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

To approve, an Addendum to the FY24-25 Agreement between the City of Glenpool, the Glenpool Industrial Authority and the Glenpool Chamber of Commerce.

CARRIED.

[Addendum to Agreement Staff Report](#)

[Addendum to Agreement](#)

2) **The Lakes at Twin Mounds** – A proposed Comprehensive Plan Amendment 62 - 101

(CPA-01-2025). The subject site is approximately 94.09 acres in overall size and is generally located on the south side of West 161st Street South approximately a quarter mile west of U.S. Highway 75. The proposed Comprehensive Plan Amendment (CPA-01-2025) will change the land use designation for the subject site from Suburban Residential and U.S. 75 Corridor to General Residential.

Applicant: Dave Cocolin, Eagle 1 Investments, LLC

Applicant Representative: Austin Mayes, Olsson

Staff: (Duy Nguyen, City Planner)

A. Public Hearing on the proposed Comprehensive Plan Amendment (CPA-01-2025).

B. Discussion and possible action to approve, approve with conditions, deny, or amend proposed Resolution No. 2025007, a resolution of the City of Glenpool, Oklahoma, amending the Comprehensive Plan Map in accordance with the 2017 Interim Update of the City of Glenpool Comprehensive Plan, by redesignating certain property described therein from the Suburban Residential and U.S. 75 Corridor land use designations to General Residential land use designation as recommended by the Planning Commission under Application CPA-01-2025; and repealing all resolutions or parts of resolutions in conflict therewith.

Moved by Shayne Buchanan, seconded by Joyce Calvert

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

To approve, the proposed Resolution No. 2025007, a resolution of the City of Glenpool, Oklahoma, amending the Comprehensive Plan Map in accordance with the 2017 Interim Update of the City of Glenpool Comprehensive Plan, by redesignating certain property described therein from the Suburban Residential and U.S. 75 Corridor land use designations to General Residential land use designation as recommended by the Planning Commission under Application CPA-01-2025; and repealing all resolutions or parts of resolutions in conflict therewith.

CARRIED.

Mayor Calvert opened the Public Hearing at 6:06 p.m., on proposed Comprehensive Plan Amendment (CPA-01-2025). The subject site is approximately 94.09 acres in overall size and is generally located on the south side of West 161st Street South approximately a quarter mile west of U.S. Highway 75. The proposed Comprehensive Plan Amendment (CPA-01-2025) will change the land use designation for the subject site from Suburban Residential and U.S. 75 Corridor to General Residential. City Planner Duy Nguyen gave his staff report to the Mayor and Council regarding the proposed Comprehensive Plan Amendment (CPA-01-2025). Applicant Dave Cocolin, of Eagle 1 Investments, LLC were also available to answer questions from the council and staff upon the completion of Planner Nguyen's presentation.

During Public Comments, citizen Allen Woodcock addressed the Mayor and Council for his concerns regarding a traffic study. There were no other public comments besides Mr. Woodcock.

Mayor Calvert closed the public hearing at 6:21p.m.

Motion carried.

[CC STAFF REPORT THE LAKES AT TWIN MOUNDS - CPA-01-2025 - Mar 17 2025](#)
[RESOLUTION NO. 2025007 - CPA-01-2025](#)
[CPA-01-2025 Attachments](#)

L) Adjournment

Mayor Calvert declared the meeting adjourned at 6:22 p.m.



MINUTES
City Council Regular Meeting
Monday, March 3, 2025 Council Chambers 6:00 PM

COUNCIL PRESENT: Jacqueline Triplett-Lund
Joyce Calvert
Shayne Buchanan
Chris Brobst

COUNCIL ABSENT: Tim Fox

STAFF PRESENT: David Tillotson
Lesli Smith
Lea Ann Reed
Joe Wuest

STAFF ABSENT:

Page

- A) Call to Order - Joyce G. Calvert, Mayor**
Mayor Calvert called the meeting to order at 6:00 p.m.
- B) Roll Call, Declaration of Quorum – Lesli Smith, City Clerk; Joyce G. Calvert, Mayor**
Lesli Smith called the roll; Mayor Calvert declared a quorum present.
Jana Burk Attorney, of Rosenstein, Fist & Ringold, were also in attendance.
- C) Invocation – Jason Allen of Faith Church in Glenpool**
Jason Cowan, of Faith Church in Glenpool, gave the invocation.
- D) Pledge of Allegiance – Joyce G. Calvert, Mayor**
1) Proclamation- DECLARING ARBOR WEEK IN THE CITY OF GLENPOOL

Mayor Calvert read the Arbor Week Proclamation to all in attendance.
- E) Management Report**
City Manager David Tillotson extended his sincere appreciation to the staff for their diligent efforts in maintaining the smooth operation of City Hall during his recent absence.

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City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

City Council Regular Meeting
March 3, 2025

F) Mayor Report – Joyce G. Calvert, Mayor

Mayor Calvert, wished to bring to the public's attention her ongoing efforts related to House Bill 1421, aimed at revising language pertinent to municipal governments. She invites the community to engage with this legislative initiative by learning more about its provisions and implications.

G) Council Comments

Vice Mayor Lund encourages all citizens to exercise their right to participate in the upcoming school bond issue by casting their votes. Additionally, she extends her warmest congratulations to the recent high school wrestlers on their outstanding performance at the latest tournament.

H) Public Comments

There were no public comments.

I) Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the consent Agenda is non-debatable.)

- 1) Approval of the minutes from February 3, 2025, and February 18, 2025, meetings.
- 2) Approval to purchase a work truck outfitted with a man lift, and material handling capability from Precision Aerial Services for \$80,000.00 using the 01-6-14 6333 Capital Purchases fund.
- 3) Approval of a grant application with the Oklahoma Code Enforcement Association Community Improvement Grant, for the beautification of the welcome signage located near Highway 75 and S Waco Ave. in the amount of \$808.98 with no required local match.
- 4) Approval of a grant application with the Oklahoma Office of Homeland Security Cybersecurity Grant, in the amount of \$15,000.00 with no required local match.
- 5) Approval of a grant application with the Oklahoma Department of Environmental Quality (DEQ) Collection Event Grant, in the amount of \$15,350.00 with no required local match.
- 6) Approval of the surplus property list and waiving of competitive bidding as required under 2-2-6.C.2 of the City Code.
- 7) Approval of the FY 24-25 Budget Amendment CITY-08, appropriating Move Glenpool Forward funds from the Streets & Infrastructure Fund to purchase a backup generator to complete the Oak Street Lift Station Rehab project.
- 8) Approval of the BlackGold Concession Lease Agreement with Kayla Randall for the

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City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

City Council Regular Meeting
March 3, 2025

remainder of FY24-25.

- 9) Approval of a grant application with the AARP Community Challenge Grant to install a rectangular rapid flashing beacon (RRFB) crosswalk on 141st and Broadway St. in the amount of \$22,250 with no required local match.

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

	For	Against	Abstained	Absent
Tim Fox				x
Jacqueline Triplett-Lund	x			
Joyce Calvert	x			
Shayne Buchanan	x			
Chris Brobst	x			
	4	0	0	1

To approve the consent agenda.

CARRIED.

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

There were no items removed from the consent agenda.

K) Scheduled Business

- 1) Discussion and possible action to approve, amend, or deny the Right of Way Agreement and Temporary Access and Workspace Agreement with Oklahoma Natural Gas.
(David Agbetunsin, City Engineer)

Moved by Chris Brobst, seconded by Jacqueline Triplett-Lund

	For	Against	Abstained	Absent
Tim Fox				x
Jacqueline Triplett-Lund	x			
Joyce Calvert	x			
Shayne Buchanan	x			
Chris Brobst	x			
	4	0	0	1

To approve, the Right of Way Agreement and Temporary Access and Workspace Agreement with Oklahoma Natural Gas.

CARRIED.

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City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

City Council Regular Meeting
March 3, 2025

- 2) Discussion and possible action to approve, amend, or deny a grant application to the FEMA Flood Mitigation Assistance (FMA) fund for \$1,597,362.00 with a (25%) city match of \$399,340.50 for the Rolling Meadows Subdivision stormwater management system.
(Elizabeth Miller, Grants and Special Projects Coordinator)

Moved by Shayne Buchanan, seconded by Jacqueline Triplett-Lund

	For	Against	Abstained	Absent
Tim Fox				x
Jacqueline Triplett-Lund	x			
Joyce Calvert	x			
Shayne Buchanan	x			
Chris Brobst	x			
	4	0	0	1

To approve, a grant application to the FEMA Flood Mitigation Assistance (FMA) fund for \$1,597,362.00 with a (25%) city match of \$399,340.50 for the Rolling Meadows Subdivision stormwater management system.

CARRIED.

- 3) Discussion and possible action to approve, amend, or deny authorization for staff to apply for three Surface Transportation Block Grant (STBG) applications through INCOG for FY 26-27.
(Elizabeth Miller, Grants and Special Projects Coordinator)

6 - 15

Moved by Shayne Buchanan, seconded by Jacqueline Triplett-Lund

	For	Against	Abstained	Absent
Tim Fox				x
Jacqueline Triplett-Lund	x			
Joyce Calvert	x			
Shayne Buchanan	x			
Chris Brobst	x			
	4	0	0	1

To approve, authorization for staff to apply for three Surface Transportation Block Grant (STBG) applications through INCOG for FY 26-27, with the primary priority being the construction of 151st-137th Street, and the secondary priority being the design portion of the future construction of 137th - 121st Street.

CARRIED.

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City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

City Council Regular Meeting
March 3, 2025

[2026 - 2027 FFY STBG Council Presentation MINUTES](#)

L) Adjournment

Mayor Calvert declared the meeting adjourned at 7:02 p.m.

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2026 - 2027 FFY SURFACE TRANSPORTATION BLOCK GRANT (S.T.B.G)



Agenda

- **Introduction of the Grants**
- **Project Priorities**
- **Key Considerations**
- **Discussion**
- **Decision**



INTRODUCTION

About 2026 - 2027 FY STBG

INTRODUCTION



- STBG Grants support transportation projects in the Tulsa Metropolitan Urbanized Area.
- Projects receive 80% federal funding with a 20% local match.
- Up to three projects can be submitted per grant cycle.
- Each project may receive up to \$4 million in funding.
- Projects must be prioritized in the application.
- Submission deadline: March 14, 2025

PROJECT PRIORITIES

TOP 3 PROJECTS



PROJECT PRIORITIES

	PRIORITY	Description	Cost
1	131 ST Road Reconstruction Project Phase 1	Design (project length) Grade, drain & surface of ½ mile of road pavement.	\$6 – 8 Million
2	131 ST Road Reconstruction Project Phase 2	Grade, drain & surface of ½ mile of road pavement.	
3	Elwood Ave. Widening 137 th – 121 st Street (Phase 2)	Complete the engineering design of Elwood from 137 th – 121 st Street	\$633,360.00

BRIDGE ON 131ST STREET

- The City is partnering with the Tribe to construct the 131st Street Bridge
- Anticipated completion timeline is December 2025.
- Reconstruction of 131st Street could start Summer 2026
- The implication is that the road will remain closed even after the bridge project is completed.
- Will the Council prefer to undertake a standalone project to mill, patch, overlay and widen the road as a **temporary** solution to open the road. ~ \$1.5 Million . Funded by City budget
- Keep the road closed till a total reconstruction is complete.



KEY CONSIDERATIONS



ELWOOD WIDENING DESIGN/ CONSTRUCTION

- Which is of higher priority?
- Design of 137th -121st Street
- Construction of 151st -137th Street

RESOLUTION

- Given the timeline, Staff will proceed based on Council's decision
- With permission from INCOG, Staff will present a resolution on this grant at the March 17, 2025 Council Meeting.

KEY CONSIDERATIONS



DISCUSSION & DECISION

DISCUSSION:

Council to discuss and decide on the path forward given the priorities and considerations.

OUTCOME:

A consideration to approve, amend or deny the authorization to apply for the 2026- 2027 FFY STBG Grant.



QUESTIONS

DAVID AGBETUNSIN
CITY ENGINEER

BETH MILLER
GRANTS/SPECIAL PROJECTS COORDINATOR



To: Mayor and Council

City of Glenpool

From: David Agbetunsin – City Engineer

Beth Miller – Grants & Special Projects Manager

Date: March 17th, 2025

Re: Discussion and possible action to approve, amend or deny resolutions # 2025004, 2025005, and 2025006, applying for the Indian Nation Council of Government for the Street Transportation Block Grant Program for FY 26-27 to be funded by the transfer from fund balances in the City General Funds (GL# 01-5-00-5409)

Background:

The STBG program is accepting grant applications for the FY 2026-2027 cycle. Eligible entities may submit up to three prioritized projects. The grant requires a minimum 20% local match, with up to 80% covered by federal funds. Based on Council's discussion and direction during the March 3, 2025 meeting, staff has prepared and submitted three projects for consideration.

Glenpool previously secured STBG funds for the design of Elwood Avenue Widening (Phase I) from 151st Street to 137th Street. The current applications aim to secure funding for subsequent phases of this corridor improvement project.

STBG Grant Applications:

Priority 1: Elwood Avenue Widening Phase II – Construction of 141st and 151st Intersections

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Jacqueline Lund, Ward 4

Tim Fox, Ward 1; Chris Brobst, Ward 2; Shayne Buchanan, At-Large

David Tillotson City Manager, LeaAnn Reed CAO, Joe Wuest COO, Leslie Smith City Clerk

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City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

Scope: Widening intersections at 141st and 151st Streets, enhanced traffic signalization, pedestrian crosswalks, shared-use path, high-visibility markings, and improved turning lanes. The existing 4-way stop at 141st will be upgraded to a signalized intersection.

Estimated Cost: \$4,946,169

City Match (25%): \$1,236,542

Federal Match (75%): \$3,709,627

Note: Increasing the local match to 25% enhances competitiveness and grant scoring.

Priority 2: Elwood Avenue Widening Phase III – Construction between 141st and 151st

Scope: Widening Elwood Avenue between 141st and 151st Streets, with roadway design to be determined through traffic analysis in Phase I. Options include divided 3-lane, undivided 4-lane, or divided 4-lane to meet 20-year traffic and safety needs.

Estimated Cost: \$8,690,304

City Match (20%): \$1,738,061

Federal Match (80%): \$6,952,243

Priority 3: Elwood Avenue Widening Phase IV (Design of 137th – 121st St.)

Scope: Planning and engineering design for the 1.6-mile segment, including surveys, hydrology/hydraulic analysis, environmental studies, right-of-way acquisition, and utility relocation.

Estimated Cost: \$500,000

City Match (20%): \$100,000

Federal Match (80%): \$400,000

Funding Source:

All local matching funds will be allocated from the City General Fund balance (GL# 01-5-00-5409).

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www.glenpoolonline.com



Staff Recommendation:

Staff recommends approving Resolutions #2025004, #2025005, and #2025006 for submission to INCOG for the 2026-2027 FFY STBG funding.

Attachments:

- Resolutions #2025004, #2025005, and #2025006
- Project Cost Estimates
- Location and Phasing Map
- Signature Pages

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

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www.glenpoolonline.com

City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

Attachment A – City of Glenpool Resolution #2025004

Resolution to Request Programming of Tulsa Urban Area Surface Transportation Block Grant (STBG) Funds

WHEREAS Surface Transportation Block Grant (STBG) funds have been made available for transportation improvements within the Tulsa Transportation Management Area; and

WHEREAS, the City of Glenpool has selected a project described as follows: Phase 2 includes the initial construction at the intersections of Elwood Avenue with 151st Street (SH 67) and 141st Street. This phase will involve adding signalization at the 141st Street intersection, along with signs and striping at both intersections to improve traffic flow and safety.

WHEREAS, the selected project is consistent with the local comprehensive plan, including applicable Major Street and Highway Plan Element or the Regional GO Plan, as applicable, and the Regional Transportation Plan; and

WHEREAS the engineer's preliminary estimate of cost is **\$4,946,169.00** and Federal participation under the terms of the federal law, IJA Act, relating to STBG funds are hereby requested for funding of 80 percent of the project cost; and

WHEREAS the City of Glenpool proposes to use City General funds for the balance of the project costs; and

WHEREAS the City of Glenpool agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed; and

WHEREAS the City of Glenpool has required matching funds available and further agrees to deposit with the Oklahoma Department of Transportation (ODOT) said matching funds within thirty (30) days after authorization by the Federal Highway Administration, prior to project letting by ODOT.

NOW, THEREFORE, BE IT RESOLVED: That the Indian Nations Council of Governments is hereby requested to program this project into the Transportation Improvement Program for the Tulsa Transportation Management Area if this project is selected for funding; and

BE IT FURTHER RESOLVED: That upon inclusion in the Transportation Improvement Program, the Oklahoma Transportation Commission is hereby requested to concur in the programming and selection of this project and to submit the same to the Federal Highway Administration for its approval.

ATTEST:

MAYOR

CITY ATTORNEY

DATE

Attachment A – City of Glenpool Resolution #2025005

Resolution to Request Programming of Tulsa Urban Area Surface Transportation Block Grant (STBG) Funds

WHEREAS Surface Transportation Block Grant (STBG) funds have been made available for transportation improvements within the Tulsa Transportation Management Area; and

WHEREAS, the City of Glenpool has selected a project described as follows: Phase 3 of Glenpool's proposed program of improvements includes construction of the remainder of Elwood Avenue widening from 151st Street to 137th Street. A traffic analysis in Phase 1 will determine the appropriate typical section for the widening of Elwood Avenue which could include a divided 3-lane, undivided 4-lane or a divided 4-lane. Glenpool is planning for the 20-year traffic and public safety demands; and

WHEREAS, the selected project is consistent with the local comprehensive plan, including applicable Major Street and Highway Plan Element or the Regional GO Plan, as applicable, and the Regional Transportation Plan; and

WHEREAS the engineer's preliminary estimate of cost is **\$8,690,304.00** and Federal participation under the terms of the federal law, IJA Act, relating to STBG funds are hereby requested for funding of 80 percent of the project cost; and

WHEREAS the City of Glenpool proposes to use City General funds for the balance of the project costs; and

WHEREAS the City of Glenpool agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed; and

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NOW, THEREFORE, BE IT RESOLVED: That the Indian Nations Council of Governments is hereby requested to program this project into the Transportation Improvement Program for the Tulsa Transportation Management Area if this project is selected for funding; and

BE IT FURTHER RESOLVED: That upon inclusion in the Transportation Improvement Program, the Oklahoma Transportation Commission is hereby requested to concur in the programming and selection of this project and to submit the same to the Federal Highway Administration for its approval.

ATTEST:

MAYOR

CITY ATTORNEY

DATE

City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

Attachment A – City of Glenpool Resolution #2025006

Resolution to Request Programming of Tulsa Urban Area Surface Transportation Block Grant (STBG) Funds

WHEREAS Surface Transportation Block Grant (STBG) funds have been made available for transportation improvements within the Tulsa Transportation Management Area; and

WHEREAS, the City of Glenpool has selected a project described as follows: Phase 4 of the program will include all preconstruction phases of Elwood Avenue from 137th Street to 121st Street (0.6 miles); and

WHEREAS the selected project is consistent with the comprehensive local plan, including applicable Major Street and Highway Plan Element or the Regional GO Plan, as applicable, and the Regional Transportation Plan; and

WHEREAS the engineer's preliminary estimate of cost is **\$500,000.00**, and Federal participation under the terms of the federal law, IIJA Act, relating to STBG funds are hereby requested for funding of 80 percent of the project cost; and

WHEREAS the City of Glenpool proposes to use City General funds for the balance of the project costs; and

WHEREAS the City of Glenpool agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed; and

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NOW, THEREFORE, BE IT RESOLVED: That the Indian Nations Council of Governments is hereby requested to program this project into the Transportation Improvement Program for the Tulsa Transportation Management Area if this project is selected for funding; and

BE IT FURTHER RESOLVED: That upon inclusion in the Transportation Improvement Program, the Oklahoma Transportation Commission is hereby requested to concur in the programming and selection of this project and to submit the same to the Federal Highway Administration for its approval.

ATTEST:

MAYOR

CITY ATTORNEY

DATE

City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

Attachment C - Tulsa Urban Area Surface Transportation Program Project Rating Form

A. Application Information

Project Title	Elwood Widening - Phase 2 (construction of intersections)
Project Location	intersections of 141st/Elwood Ave and 151st/Elwood Ave
Sponsor	City of Glenpool
Sponsor Contact Name	Elizabeth Miller
Sponsor Contact Title	Grants - Special Projects Coordinator
Address	12205 S Yukon Ave Glenpool, OK 74033
Phone	918-209-4646
Email	emiller@cityofglenpool.com

B. Project Financial Information – Include a detailed, complete, realistic cost estimate, and summarize below:

PROJECT BUDGET					
		Percent	Federal Funds (75%)	Sponsor Funds (25%)	TOTAL
Pre-Construction Costs:					
Planning/Design			N/A	N/A	N/A
ROW			N/A	N/A	N/A
Utility Relocation			N/A	N/A	N/A
Sub-total			N/A	N/A	N/A
Construction Cost			3,225,750	1,075,250	4,301,000
Contingency Cost (%)		6 %	193,545	64,515	258,060
Sub-total			3,419,295	1,139,765	4,559,060
Escalation	# of yrs 1	2.35 % per yr	80,353	26,784	107,137
Sub-total			3,499,648	1,166,549	4,666,197
Construction Management & Inspection (%)		6%	209,978	69,992	279,971
TOTAL			3,709,627	1,236,542	4,946,169

Note: In the application, please provide (a) The source of cost estimates and attach the most detailed and complete cost estimate available. Annual cost escalation to year of expenditure percentage and Construction Management & Inspection fee is provided as guidance but you may use the best applicable percentages to your project provided you have a basis. Total Federal Funds are capped for the project once awarded.

City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

Attachment C - Tulsa Urban Area Surface Transportation Program Project Rating Form

A. Application Information

Project Title	Elwood Widening - Phase 3 (construction 151st to 141st)
Project Location	Elwood Avenue from 151st Street to 137th Street
Sponsor	City of Glenpool
Sponsor Contact Name	Elizabeth Miller
Sponsor Contact Title	Grants - Special Projects Coordinator
Address	12205 S Yukon Ave Glenpool, OK 74033
Phone	918-209-4646
Email	emiller@cityofglenpool.com

B. Project Financial Information – Include a detailed, complete, realistic cost estimate, and summarize below:

PROJECT BUDGET					
		Percent	Federal Funds	Sponsor Funds (20% Minimum)	TOTAL
Pre-Construction Costs:					
Planning/Design					
ROW					
Utility Relocation					
Sub-total					
Construction Cost			5,076,800	1,269,200	6,346,000
Contingency Cost (%)		20 %	1,013,600	253,400	1,267,000
Sub-total			5,856,000	1,464,000	7,320,000
Escalation	# of yrs 4	3 % per yr 12 %	702,720	175,680	878,400
Sub-total			6,558,720	1,639,680	8,198,400
Construction Management & Inspection (%)		6%	392,875.2	392,875.2	491,094
TOTAL			6,952,243.2	1,738,060.8	8,690,304

Note: In the application, please provide (a) The source of cost estimates and attach the most detailed and complete cost estimate available. Annual cost escalation to year of expenditure percentage and Construction Management & Inspection fee is provided as guidance but you may use the best applicable percentages to your project provided you have a basis. Total Federal Funds are capped for the project once awarded.

City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

Attachment C - Tulsa Urban Area Surface Transportation Program Project Rating Form

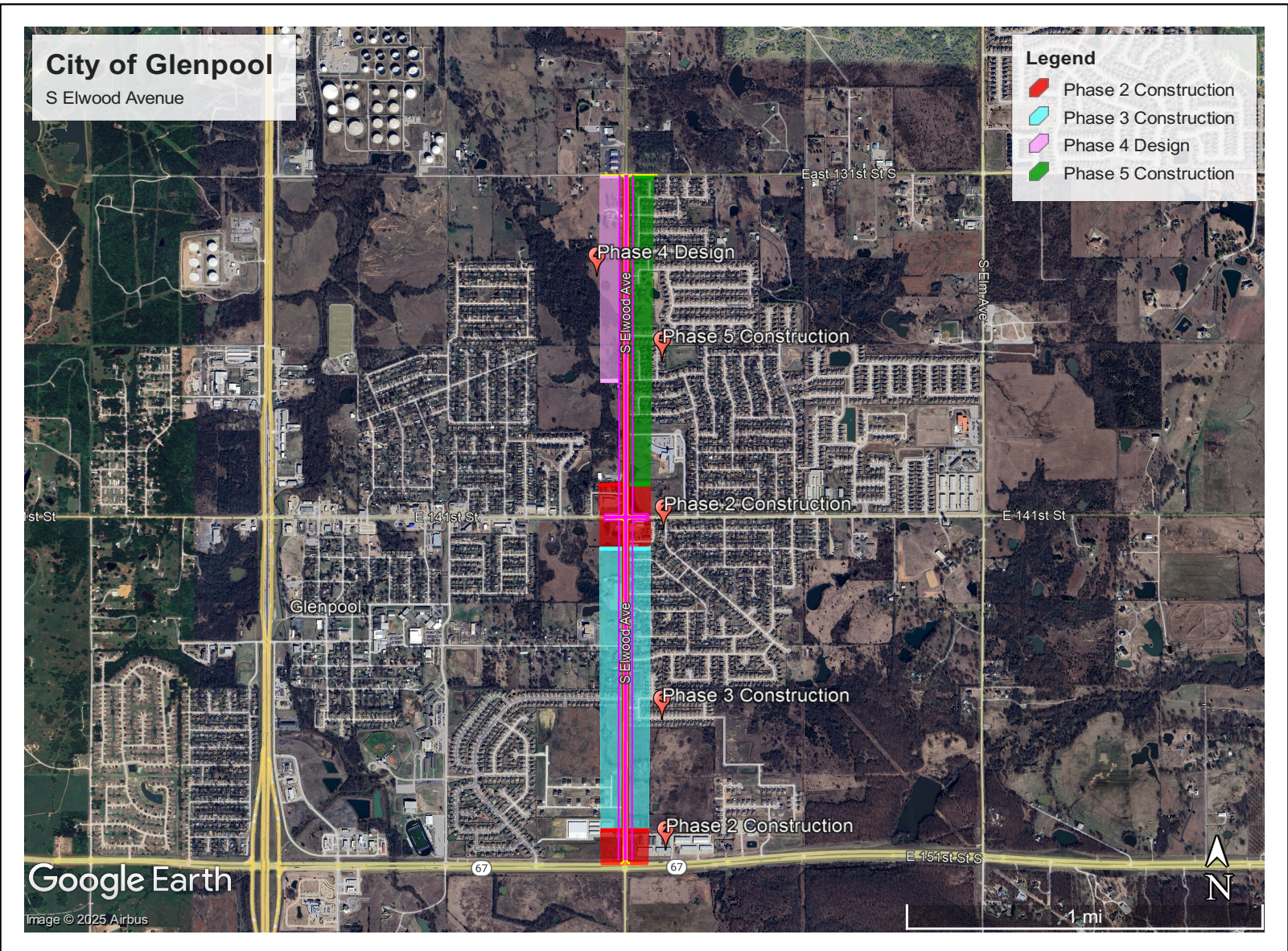
A. Application Information

Project Title	Elwood Widening - Phase 4 (Design of 137th - 121st)
Project Location	Elwood Avenue from 137th Street - 121st Street
Sponsor	City of Glenpool
Sponsor Contact Name	Elizabeth Miller
Sponsor Contact Title	Grants - Special Projects Coordinator
Address	12205 S Yukon Ave Glenpool, OK 74033
Phone	918-209-4646
Email	emiller@cityofglenpool.com

B. Project Financial Information – Include a detailed, complete, realistic cost estimate, and summarize below:

PROJECT BUDGET					
			Percent	Federal Funds	Sponsor Funds (20% Minimum) TOTAL
Pre-Construction Costs:					
Planning/Design				240,000	60,000 300,000
ROW				80,000	20,000 100,000
Utility Relocation				80,000	20,000 100,000
Sub-total				400,000	100,000 500,000
Construction Cost				N/A	N/A N/A
Contingency Cost (%)			15 %	N/A	N/A N/A
Sub-total				N/A	N/A N/A
Escalation	# of yrs	% per yr	%	N/A	N/A N/A
Sub-total				N/A	N/A N/A
Construction Management & Inspection (%)			6%	N/A	N/A N/A
TOTAL				400,000	100,000 500,000

Note: In the application, please provide (a) The source of cost estimates and attach the most detailed and complete cost estimate available. Annual cost escalation to year of expenditure percentage and Construction Management & Inspection fee is provided as guidance but you may use the best applicable percentages to your project provided you have a basis. Total Federal Funds are capped for the project once awarded.



City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

1) Applicants are required to include a minimum of **6%** Construction Management & Inspection costs per ODOT's recommendation.

2) Projects selected often take two years or more for preconstruction activity before they are ready for letting. The local project sponsor must provide an annual cost escalation to the year of expenditure.

3) All federal funds will be capped for awarded projects inclusive of CM&I fees.

Certification:

I certify that _____ (name of sponsor) supports the proposed project, has the legal authority to pledge matching funds, and has the legal authority to apply for state or federal funds. I further certify that matching funds are available or will be available for the proposed project.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

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Signature: _____

Date: _____

Printed Name: _____

Title: _____



To: Mayor and Council

City of Glenpool

From: David Agbetunsin – City Engineer

Beth Miller – Grants & Special Projects Manager

Date: March 17th, 2025

Re: Discussion and possible action to approve, amend or deny resolutions # 2025004, 2025005, and 2025006, applying for the Indian Nation Council of Government for the Street Transportation Block Grant Program for FY 26-27 to be funded by the transfer from fund balances in the City General Funds (GL# 01-5-00-5409)

Background:

The STBG program is accepting grant applications for the FY 2026-2027 cycle. Eligible entities may submit up to three prioritized projects. The grant requires a minimum 20% local match, with up to 80% covered by federal funds. Based on Council's discussion and direction during the March 3, 2025 meeting, staff has prepared and submitted three projects for consideration.

Glenpool previously secured STBG funds for the design of Elwood Avenue Widening (Phase I) from 151st Street to 137th Street. The current applications aim to secure funding for subsequent phases of this corridor improvement project.

STBG Grant Applications:

Priority 1: Elwood Avenue Widening Phase II – Construction of 141st and 151st Intersections

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

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Scope: Widening intersections at 141st and 151st Streets, enhanced traffic signalization, pedestrian crosswalks, shared-use path, high-visibility markings, and improved turning lanes. The existing 4-way stop at 141st will be upgraded to a signalized intersection.

Estimated Cost: \$4,946,169

City Match (25%): \$1,236,542

Federal Match (75%): \$3,709,627

Note: Increasing the local match to 25% enhances competitiveness and grant scoring.

Priority 2: Elwood Avenue Widening Phase III – Construction between 141st and 151st

Scope: Widening Elwood Avenue between 141st and 151st Streets, with roadway design to be determined through traffic analysis in Phase I. Options include divided 3-lane, undivided 4-lane, or divided 4-lane to meet 20-year traffic and safety needs.

Estimated Cost: \$8,690,304

City Match (20%): \$1,738,061

Federal Match (80%): \$6,952,243

Priority 3: Elwood Avenue Widening Phase IV (Design of 137th – 121st St.)

Scope: Planning and engineering design for the 1.6-mile segment, including surveys, hydrology/hydraulic analysis, environmental studies, right-of-way acquisition, and utility relocation.

Estimated Cost: \$500,000

City Match (20%): \$100,000

Federal Match (80%): \$400,000

Funding Source:

All local matching funds will be allocated from the City General Fund balance (GL# 01-5-00-5409).

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Staff Recommendation:

Staff recommends approving Resolutions #2025004, #2025005, and #2025006 for submission to INCOG for the 2026-2027 FFY STBG funding.

Attachments:

- Resolutions #2025004, #2025005, and #2025006
- Project Cost Estimates
- Location and Phasing Map
- Signature Pages

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City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

Attachment A – City of Glenpool Resolution #2025004

Resolution to Request Programming of Tulsa Urban Area Surface Transportation Block Grant (STBG) Funds

WHEREAS Surface Transportation Block Grant (STBG) funds have been made available for transportation improvements within the Tulsa Transportation Management Area; and

WHEREAS, the City of Glenpool has selected a project described as follows: Phase 2 includes the initial construction at the intersections of Elwood Avenue with 151st Street (SH 67) and 141st Street. This phase will involve adding signalization at the 141st Street intersection, along with signs and striping at both intersections to improve traffic flow and safety.

WHEREAS, the selected project is consistent with the local comprehensive plan, including applicable Major Street and Highway Plan Element or the Regional GO Plan, as applicable, and the Regional Transportation Plan; and

WHEREAS the engineer's preliminary estimate of cost is **\$4,946,169.00** and Federal participation under the terms of the federal law, IJA Act, relating to STBG funds are hereby requested for funding of 80 percent of the project cost; and

WHEREAS the City of Glenpool proposes to use City General funds for the balance of the project costs; and

WHEREAS the City of Glenpool agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed; and

WHEREAS the City of Glenpool has required matching funds available and further agrees to deposit with the Oklahoma Department of Transportation (ODOT) said matching funds within thirty (30) days after authorization by the Federal Highway Administration, prior to project letting by ODOT.

NOW, THEREFORE, BE IT RESOLVED: That the Indian Nations Council of Governments is hereby requested to program this project into the Transportation Improvement Program for the Tulsa Transportation Management Area if this project is selected for funding; and

BE IT FURTHER RESOLVED: That upon inclusion in the Transportation Improvement Program, the Oklahoma Transportation Commission is hereby requested to concur in the programming and selection of this project and to submit the same to the Federal Highway Administration for its approval.

ATTEST:

MAYOR

CITY ATTORNEY

DATE

Attachment A – City of Glenpool Resolution #2025005

Resolution to Request Programming of Tulsa Urban Area Surface Transportation Block Grant (STBG) Funds

WHEREAS Surface Transportation Block Grant (STBG) funds have been made available for transportation improvements within the Tulsa Transportation Management Area; and

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ATTEST:

MAYOR

CITY ATTORNEY

DATE

Attachment A – City of Glenpool Resolution #2025006

Resolution to Request Programming of Tulsa Urban Area Surface Transportation Block Grant (STBG) Funds

WHEREAS Surface Transportation Block Grant (STBG) funds have been made available for transportation improvements within the Tulsa Transportation Management Area; and

WHEREAS, the City of Glenpool has selected a project described as follows: Phase 4 of the program will include all preconstruction phases of Elwood Avenue from 137th Street to 121st Street (0.6 miles); and

WHEREAS the selected project is consistent with the comprehensive local plan, including applicable Major Street and Highway Plan Element or the Regional GO Plan, as applicable, and the Regional Transportation Plan; and

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ATTEST:

MAYOR

CITY ATTORNEY

DATE

City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

Attachment C - Tulsa Urban Area Surface Transportation Program Project Rating Form

A. Application Information

Project Title	Elwood Widening - Phase 2 (construction of intersections)
Project Location	intersections of 141st/Elwood Ave and 151st/Elwood Ave
Sponsor	City of Glenpool
Sponsor Contact Name	Elizabeth Miller
Sponsor Contact Title	Grants - Special Projects Coordinator
Address	12205 S Yukon Ave Glenpool, OK 74033
Phone	918-209-4646
Email	emiller@cityofglenpool.com

B. Project Financial Information – Include a detailed, complete, realistic cost estimate, and summarize below:

PROJECT BUDGET					
		Percent	Federal Funds (75%)	Sponsor Funds (25%)	TOTAL
Pre-Construction Costs:					
Planning/Design			N/A	N/A	N/A
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Sub-total			N/A	N/A	N/A
Construction Cost			3,225,750	1,075,250	4,301,000
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Construction Management & Inspection (%)		6%	209,978	69,992	279,971
TOTAL			3,709,627	1,236,542	4,946,169

Note: In the application, please provide (a) The source of cost estimates and attach the most detailed and complete cost estimate available. Annual cost escalation to year of expenditure percentage and Construction Management & Inspection fee is provided as guidance but you may use the best applicable percentages to your project provided you have a basis. Total Federal Funds are capped for the project once awarded.

City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

Attachment C - Tulsa Urban Area Surface Transportation Program Project Rating Form

A. Application Information

Project Title	Elwood Widening - Phase 3 (construction 151st to 141st)
Project Location	Elwood Avenue from 151st Street to 137th Street
Sponsor	City of Glenpool
Sponsor Contact Name	Elizabeth Miller
Sponsor Contact Title	Grants - Special Projects Coordinator
Address	12205 S Yukon Ave Glenpool, OK 74033
Phone	918-209-4646
Email	emiller@cityofglenpool.com

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Escalation	# of yrs 4	3 % per yr 12 %	702,720	175,680	878,400
Sub-total			6,558,720	1,639,680	8,198,400
Construction Management & Inspection (%)		6%	392,875.2	392,875.2	491,094
TOTAL			6,952,243.2	1,738,060.8	8,690,304

Note: In the application, please provide (a) The source of cost estimates and attach the most detailed and complete cost estimate available. Annual cost escalation to year of expenditure percentage and Construction Management & Inspection fee is provided as guidance but you may use the best applicable percentages to your project provided you have a basis. Total Federal Funds are capped for the project once awarded.

City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

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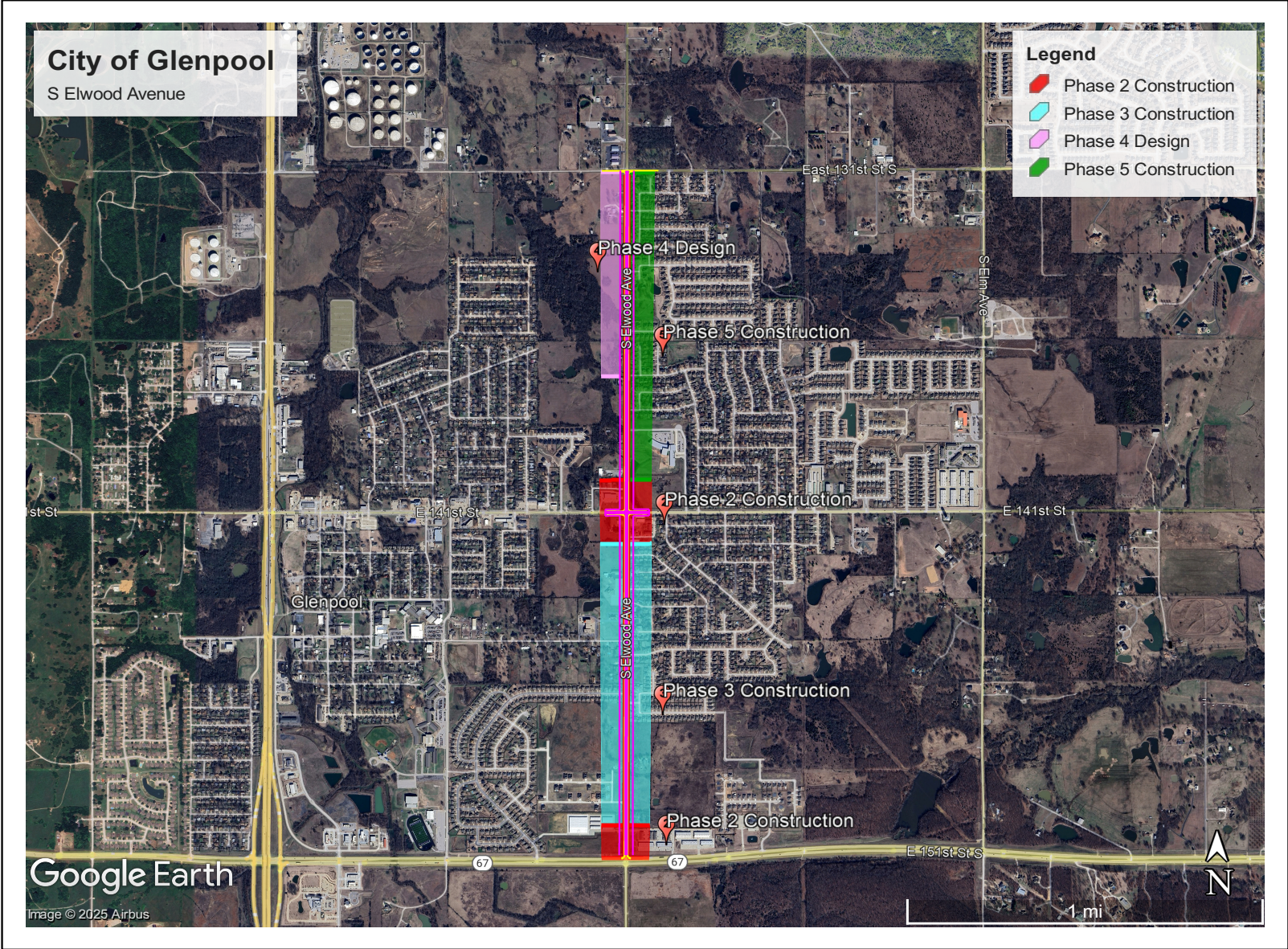
A. Application Information

Project Title	Elwood Widening - Phase 4 (Design of 137th - 121st)
Project Location	Elwood Avenue from 137th Street - 121st Street
Sponsor	City of Glenpool
Sponsor Contact Name	Elizabeth Miller
Sponsor Contact Title	Grants - Special Projects Coordinator
Address	12205 S Yukon Ave Glenpool, OK 74033
Phone	918-209-4646
Email	emiller@cityofglenpool.com

B. Project Financial Information – Include a detailed, complete, realistic cost estimate, and summarize below:

PROJECT BUDGET					
			Percent	Federal Funds	Sponsor Funds (20% Minimum) TOTAL
Pre-Construction Costs:					
Planning/Design				240,000	60,000 300,000
ROW				80,000	20,000 100,000
Utility Relocation				80,000	20,000 100,000
Sub-total				400,000	100,000 500,000
Construction Cost				N/A	N/A N/A
Contingency Cost (%)			15 %	N/A	N/A N/A
Sub-total				N/A	N/A N/A
Escalation	# of yrs	% per yr	%	N/A	N/A N/A
Sub-total				N/A	N/A N/A
Construction Management & Inspection (%)			6%	N/A	N/A N/A
TOTAL				400,000	100,000 500,000

Note: In the application, please provide (a) The source of cost estimates and attach the most detailed and complete cost estimate available. Annual cost escalation to year of expenditure percentage and Construction Management & Inspection fee is provided as guidance but you may use the best applicable percentages to your project provided you have a basis. Total Federal Funds are capped for the project once awarded.



City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

1) Applicants are required to include a minimum of **6%** Construction Management & Inspection costs per ODOT's recommendation.

2) Projects selected often take two years or more for preconstruction activity before they are ready for letting. The local project sponsor must provide an annual cost escalation to the year of expenditure.

3) All federal funds will be capped for awarded projects inclusive of CM&I fees.

Certification:

I certify that _____ (name of sponsor) supports the proposed project, has the legal authority to pledge matching funds, and has the legal authority to apply for state or federal funds. I further certify that matching funds are available or will be available for the proposed project.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

1) Applicants are required to include a minimum of **6%** Construction Management & Inspection costs per ODOT's recommendation.

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City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

1) Applicants are required to include a minimum of **6%** Construction Management & Inspection costs per ODOT's recommendation.

2) Projects selected often take two years or more for preconstruction activity before they are ready for letting. The local project sponsor must provide an annual cost escalation to the year of expenditure.

3) All federal funds will be capped for awarded projects inclusive of CM&I fees.

Certification:

I certify that _____ (name of sponsor) supports the proposed project, has the legal authority to pledge matching funds, and has the legal authority to apply for state or federal funds. I further certify that matching funds are available or will be available for the proposed project.

Signature: _____

Date: _____

Printed Name: _____

Title: _____



To: Mayor and Council

City of Glenpool

From: David Agbetunsin – City Engineer

Beth Miller – Grants & Special Projects Manager

Date: March 17th, 2025

Background:

The STBG program is accepting grant applications for the FY 2026-2027 cycle. Eligible entities may submit up to three prioritized projects. The grant requires a minimum 20% local match, with up to 80% covered by federal funds. Based on Council's discussion and direction during the March 3, 2025 meeting, staff has prepared and submitted three projects for consideration.

Glenpool previously secured STBG funds for the design of Elwood Avenue Widening (Phase I) from 151st Street to 137th Street. The current applications aim to secure funding for subsequent phases of this corridor improvement project.

STBG Grant Applications:

Priority 1: Elwood Avenue Widening Phase II – Construction of 141st and 151st Intersections

Scope: Widening intersections at 141st and 151st Streets, enhanced traffic signalization, pedestrian crosswalks, shared-use path, high-visibility markings, and improved turning lanes. The existing 4-way stop at 141st will be upgraded to a signalized intersection.

Estimated Cost: \$4,946,169

City Match (25%): \$1,236,542

Federal Match (75%): \$3,709,627

Note: Increasing the local match to 25% enhances competitiveness and grant scoring.

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Jacqueline Lund, Ward 4

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City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

Priority 2: Elwood Avenue Widening Phase III – Construction between 141st and 151st

Scope: Widening Elwood Avenue between 141st and 151st Streets, with roadway design to be determined through traffic analysis in Phase I. Options include divided 3-lane, undivided 4-lane, or divided 4-lane to meet 20-year traffic and safety needs.

Estimated Cost: \$8,690,304

City Match (20%): \$1,738,061

Federal Match (80%): \$6,952,243

Priority 3: Elwood Avenue Widening Phase IV (Design of 137th – 121st St.)

Scope: Planning and engineering design for the 1.6-mile segment, including surveys, hydrology/hydraulic analysis, environmental studies, right-of-way acquisition, and utility relocation.

Estimated Cost: \$500,000

City Match (20%): \$100,000

Federal Match (80%): \$400,000

Funding Source:

All local matching funds will be allocated from the City General Fund balance (GL# 01-5-00-5409).

Staff Recommendation:

Staff recommends approving Resolutions #2025004, #2025005, and #2025006 for submission to INCOG for the 2026-2027 FFY STBG funding.

Attachments:

- Resolutions #2025004, #2025005, and #2025006
- Project Cost Estimates
- Location and Phasing Map
- Signature Pages

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City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

Attachment A – City of Glenpool Resolution #2025004

Resolution to Request Programming of Tulsa Urban Area Surface Transportation Block Grant (STBG) Funds

WHEREAS Surface Transportation Block Grant (STBG) funds have been made available for transportation improvements within the Tulsa Transportation Management Area; and

WHEREAS, the City of Glenpool has selected a project described as follows: Phase 2 includes the initial construction at the intersections of Elwood Avenue with 151st Street (SH 67) and 141st Street. This phase will involve adding signalization at the 141st Street intersection, along with signs and striping at both intersections to improve traffic flow and safety.

WHEREAS, the selected project is consistent with the local comprehensive plan, including applicable Major Street and Highway Plan Element or the Regional GO Plan, as applicable, and the Regional Transportation Plan; and

WHEREAS the engineer's preliminary estimate of cost is **\$4,946,169.00** and Federal participation under the terms of the federal law, IJA Act, relating to STBG funds are hereby requested for funding of 80 percent of the project cost; and

WHEREAS the City of Glenpool proposes to use City General funds for the balance of the project costs; and

WHEREAS the City of Glenpool agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed; and

WHEREAS the City of Glenpool has required matching funds available and further agrees to deposit with the Oklahoma Department of Transportation (ODOT) said matching funds within thirty (30) days after authorization by the Federal Highway Administration, prior to project letting by ODOT.

NOW, THEREFORE, BE IT RESOLVED: That the Indian Nations Council of Governments is hereby requested to program this project into the Transportation Improvement Program for the Tulsa Transportation Management Area if this project is selected for funding; and

BE IT FURTHER RESOLVED: That upon inclusion in the Transportation Improvement Program, the Oklahoma Transportation Commission is hereby requested to concur in the programming and selection of this project and to submit the same to the Federal Highway Administration for its approval.

ATTEST:

MAYOR

CITY ATTORNEY

DATE

Attachment A – City of Glenpool Resolution #2025005

Resolution to Request Programming of Tulsa Urban Area Surface Transportation Block Grant (STBG) Funds

WHEREAS Surface Transportation Block Grant (STBG) funds have been made available for transportation improvements within the Tulsa Transportation Management Area; and

WHEREAS, the City of Glenpool has selected a project described as follows: Phase 3 of Glenpool's proposed program of improvements includes construction of the remainder of Elwood Avenue widening from 151st Street to 137th Street. A traffic analysis in Phase 1 will determine the appropriate typical section for the widening of Elwood Avenue which could include a divided 3-lane, undivided 4-lane or a divided 4-lane. Glenpool is planning for the 20-year traffic and public safety demands; and

WHEREAS, the selected project is consistent with the local comprehensive plan, including applicable Major Street and Highway Plan Element or the Regional GO Plan, as applicable, and the Regional Transportation Plan; and

WHEREAS the engineer's preliminary estimate of cost is **\$8,690,304.00** and Federal participation under the terms of the federal law, IJA Act, relating to STBG funds are hereby requested for funding of 80 percent of the project cost; and

WHEREAS the City of Glenpool proposes to use City General funds for the balance of the project costs; and

WHEREAS the City of Glenpool agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed; and

WHEREAS the City of Glenpool has required matching funds available and further agrees to deposit with the Oklahoma Department of Transportation (ODOT) said matching funds within thirty (30) days after authorization by the Federal Highway Administration, prior to project letting by ODOT.

NOW, THEREFORE, BE IT RESOLVED: That the Indian Nations Council of Governments is hereby requested to program this project into the Transportation Improvement Program for the Tulsa Transportation Management Area if this project is selected for funding; and

BE IT FURTHER RESOLVED: That upon inclusion in the Transportation Improvement Program, the Oklahoma Transportation Commission is hereby requested to concur in the programming and selection of this project and to submit the same to the Federal Highway Administration for its approval.

ATTEST:

MAYOR

CITY ATTORNEY

DATE

Attachment A – City of Glenpool Resolution #2025006

**Resolution to Request Programming of Tulsa Urban Area Surface Transportation
Block Grant (STBG) Funds**

WHEREAS Surface Transportation Block Grant (STBG) funds have been made available for transportation improvements within the Tulsa Transportation Management Area; and

WHEREAS, the City of Glenpool has selected a project described as follows: Phase 4 of the program will include all preconstruction phases of Elwood Avenue from 137th Street to 121st Street (0.6 miles); and

WHEREAS the selected project is consistent with the comprehensive local plan, including applicable Major Street and Highway Plan Element or the Regional GO Plan, as applicable, and the Regional Transportation Plan; and

WHEREAS the engineer's preliminary estimate of cost is **\$500,000.00**, and Federal participation under the terms of the federal law, IIJA Act, relating to STBG funds are hereby requested for funding of 80 percent of the project cost; and

WHEREAS the City of Glenpool proposes to use City General funds for the balance of the project costs; and

WHEREAS the City of Glenpool agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed; and

WHEREAS the City of Glenpool has required matching funds available and further agrees to deposit with the Oklahoma Department of Transportation (ODOT) said matching funds within thirty (30) days after authorization by the Federal Highway Administration, prior to project letting by ODOT.

NOW, THEREFORE, BE IT RESOLVED: That the Indian Nations Council of Governments is hereby requested to program this project into the Transportation Improvement Program for the Tulsa Transportation Management Area if this project is selected for funding; and

BE IT FURTHER RESOLVED: That upon inclusion in the Transportation Improvement Program, the Oklahoma Transportation Commission is hereby requested to concur in the programming and selection of this project and to submit the same to the Federal Highway Administration for its approval.

ATTEST:

MAYOR

CITY ATTORNEY

DATE

City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

Attachment C - Tulsa Urban Area Surface Transportation Program Project Rating Form

A. Application Information

Project Title	Elwood Widening - Phase 2 (construction of intersections)
Project Location	intersections of 141st/Elwood Ave and 151st/Elwood Ave
Sponsor	City of Glenpool
Sponsor Contact Name	Elizabeth Miller
Sponsor Contact Title	Grants - Special Projects Coordinator
Address	12205 S Yukon Ave Glenpool, OK 74033
Phone	918-209-4646
Email	emiller@cityofglenpool.com

B. Project Financial Information – Include a detailed, complete, realistic cost estimate, and summarize below:

PROJECT BUDGET					
		Percent	Federal Funds (75%)	Sponsor Funds (25%)	TOTAL
Pre-Construction Costs:					
Planning/Design			N/A	N/A	N/A
ROW			N/A	N/A	N/A
Utility Relocation			N/A	N/A	N/A
Sub-total			N/A	N/A	N/A
Construction Cost			3,225,750	1,075,250	4,301,000
Contingency Cost (%)		6 %	193,545	64,515	258,060
Sub-total			3,419,295	1,139,765	4,559,060
Escalation	# of yrs 1	2.35 % per yr	80,353	26,784	107,137
Sub-total			3,499,648	1,166,549	4,666,197
Construction Management & Inspection (%)		6%	209,978	69,992	279,971
TOTAL			3,709,627	1,236,542	4,946,169

Note: In the application, please provide (a) The source of cost estimates and attach the most detailed and complete cost estimate available. Annual cost escalation to year of expenditure percentage and Construction Management & Inspection fee is provided as guidance but you may use the best applicable percentages to your project provided you have a basis. Total Federal Funds are capped for the project once awarded.

City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

Attachment C - Tulsa Urban Area Surface Transportation Program Project Rating Form

A. Application Information

Project Title	Elwood Widening - Phase 3 (construction 151st to 141st)
Project Location	Elwood Avenue from 151st Street to 137th Street
Sponsor	City of Glenpool
Sponsor Contact Name	Elizabeth Miller
Sponsor Contact Title	Grants - Special Projects Coordinator
Address	12205 S Yukon Ave Glenpool, OK 74033
Phone	918-209-4646
Email	emiller@cityofglenpool.com

B. Project Financial Information – Include a detailed, complete, realistic cost estimate, and summarize below:

PROJECT BUDGET					
		Percent	Federal Funds	Sponsor Funds (20% Minimum)	TOTAL
Pre-Construction Costs:					
Planning/Design					
ROW					
Utility Relocation					
Sub-total					
Construction Cost			5,076,800	1,269,200	6,346,000
Contingency Cost (%)		20 %	1,013,600	253,400	1,267,000
Sub-total			5,856,000	1,464,000	7,320,000
Escalation	# of yrs 4	3 % per yr 12 %	702,720	175,680	878,400
Sub-total			6,558,720	1,639,680	8,198,400
Construction Management & Inspection (%)		6%	392,875.2	392,875.2	491,094
TOTAL			6,952,243.2	1,738,060.8	8,690,304

Note: In the application, please provide (a) The source of cost estimates and attach the most detailed and complete cost estimate available. Annual cost escalation to year of expenditure percentage and Construction Management & Inspection fee is provided as guidance but you may use the best applicable percentages to your project provided you have a basis. Total Federal Funds are capped for the project once awarded.

City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

Attachment C - Tulsa Urban Area Surface Transportation Program Project Rating Form

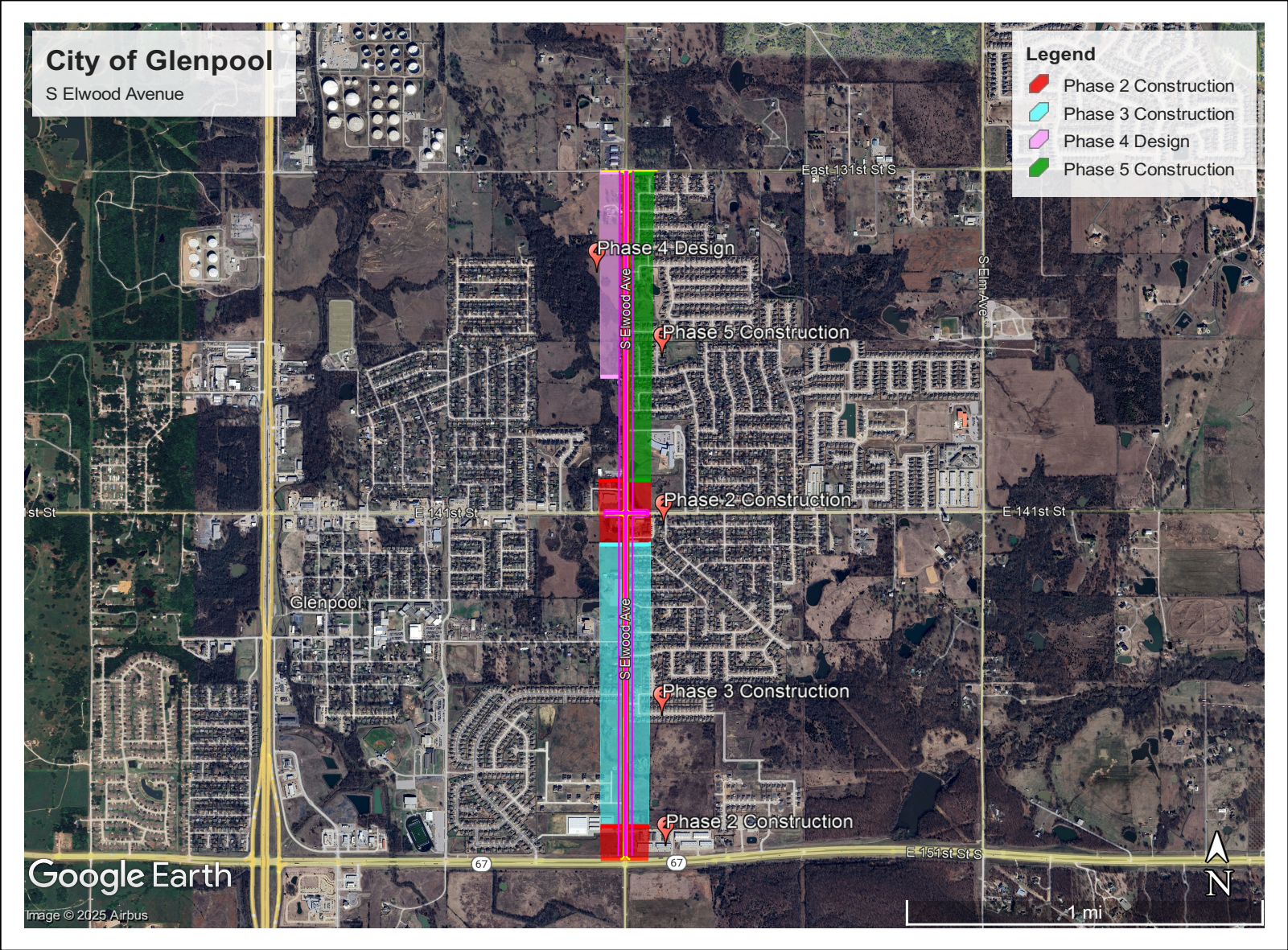
A. Application Information

Project Title	Elwood Widening - Phase 4 (Design of 137th - 121st)
Project Location	Elwood Avenue from 137th Street - 121st Street
Sponsor	City of Glenpool
Sponsor Contact Name	Elizabeth Miller
Sponsor Contact Title	Grants - Special Projects Coordinator
Address	12205 S Yukon Ave Glenpool, OK 74033
Phone	918-209-4646
Email	emiller@cityofglenpool.com

B. Project Financial Information – Include a detailed, complete, realistic cost estimate, and summarize below:

PROJECT BUDGET					
		Percent	Federal Funds	Sponsor Funds (20% Minimum)	TOTAL
Pre-Construction Costs:					
Planning/Design			240,000	60,000	300,000
ROW			80,000	20,000	100,000
Utility Relocation			80,000	20,000	100,000
Sub-total			400,000	100,000	500,000
Construction Cost			N/A	N/A	N/A
Contingency Cost (%)		15 %	N/A	N/A	N/A
Sub-total			N/A	N/A	N/A
Escalation	# of yrs _____ % per yr _____	_____ %	N/A	N/A	N/A
Sub-total			N/A	N/A	N/A
Construction Management & Inspection (%)		6%	N/A	N/A	N/A
TOTAL			400,000	100,000	500,000

Note: In the application, please provide (a) The source of cost estimates and attach the most detailed and complete cost estimate available. Annual cost escalation to year of expenditure percentage and Construction Management & Inspection fee is provided as guidance but you may use the best applicable percentages to your project provided you have a basis. Total Federal Funds are capped for the project once awarded.



City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

1) Applicants are required to include a minimum of **6%** Construction Management & Inspection costs per ODOT's recommendation.

2) Projects selected often take two years or more for preconstruction activity before they are ready for letting. The local project sponsor must provide an annual cost escalation to the year of expenditure.

3) All federal funds will be capped for awarded projects inclusive of CM&I fees.

Certification:

I certify that _____ (name of sponsor) supports the proposed project, has the legal authority to pledge matching funds, and has the legal authority to apply for state or federal funds. I further certify that matching funds are available or will be available for the proposed project.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

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Certification:

I certify that _____ (name of sponsor) supports the proposed project, has the legal authority to pledge matching funds, and has the legal authority to apply for state or federal funds. I further certify that matching funds are available or will be available for the proposed project.

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3) All federal funds will be capped for awarded projects inclusive of CM&I fees.

Certification:

I certify that _____ (name of sponsor) supports the proposed project, has the legal authority to pledge matching funds, and has the legal authority to apply for state or federal funds. I further certify that matching funds are available or will be available for the proposed project.

Signature: _____

Date: _____

Printed Name: _____

Title: _____



To: Honorable Mayor, City Council, Chair and Trustees

From: Joshua Brannon, Finance Director

Date: March 17, 2025

Re: Addendum to Chamber Agreement

Background:

The Glenpool Industrial Authority ("GIA"), the City of Glenpool ("City"), and the Glenpool Chamber of Commerce ("Chamber") entered into annual agreements for both FY23-24 and FY24-25. The Chamber inadvertently did not send an invoice in the amount of \$2,666.66 to the City for certain services rendered by the Chamber under the FY24 Agreement for the month of May 2024. As a result, the City did not make payment for those services prior to the City closing its books for the FY23-24 fiscal year. The City, as a municipal corporation, is required to comply with fiscal year debt limitations imposed by the Oklahoma Constitution and is thereby prohibited from using funds from the current fiscal year to pay obligations incurred in a different fiscal year.

GIA, as a public trust, is not subject to the fiscal year debt limitations. The Addendum to the Agreement would permit GIA to pay the Chamber on behalf of the City the sum of \$2,666.66 in full and complete satisfaction of all debts owed by the City to the Chamber under the FY24 Agreement, subject to the terms and conditions of the Addendum.

Staff Recommendation

Staff recommends approval of the Addendum to Agreement between the Glenpool Chamber of Commerce, the Glenpool Industrial Authority, and the City for FY2024-2025.

Attachment:

Addendum to Agreement

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Jacqueline Lund, Ward 4

Tim Fox, Ward 1; Chris Brobst, Ward 2; Shayne Buchanan, At-Large

David Tillotson City Manager, LeaAnn Reed CAO, Joe Wuest COO, Lesli Smith City Clerk

www.glenpoolonline.com

ADDENDUM TO AGREEMENT

This Addendum to Agreement (“Addendum”) is entered into by and between the Glenpool Industrial Authority (“GIA”), the City of Glenpool (“City”) and the Glenpool Chamber of Commerce (“Chamber”) effective the ____ day of March, 2025.

RECITALS:

WHEREAS, GIA, the City and the Chamber are parties to an agreement effective July 1, 2024, and ending June 30, 2025, entitled “Glenpool Industrial Authority/Glenpool Chamber of Commerce Agreement” (the “Agreement”).

WHEREAS, the Agreement is a renewal of a previous agreement between the same parties during the previous fiscal year ending June 30, 2024 (the “FY24 Agreement”).

WHEREAS, the Chamber inadvertently did not send an invoice in the amount of \$2,666.66 to the City in May 2024, for certain services (the “Services”) rendered by the Chamber under the FY24 Agreement and, as a result, the City did not make payment for those services prior to the City closing its books for the fiscal year ending June 30, 2024.

WHEREAS, the City is a municipal corporation and political subdivision of the State of Oklahoma and, as such, it is required to comply with the fiscal year debt limitations imposed by the Oklahoma Constitution.

WHEREAS, the payment of a prior fiscal year’s obligations by a municipality from the current fiscal year’s funds is prohibited by the Oklahoma Constitution, art. 10, § 26, which requires municipalities to operate on a cash basis, and expressly prohibits using funds from one fiscal year to pay obligations incurred in a different fiscal year.

WHEREAS, the City and GIA do not dispute that the Chamber provided the Services during the fiscal year ending June 30, 2024, and the Services provided value to the City, GIA and Glenpool community.

WHEREAS, GIA is a public trust formed under the laws of the State of Oklahoma for the benefit of the City.

WHEREAS, public trusts in Oklahoma are not subject to the fiscal year debt limitations in the Oklahoma Constitution.

WHEREAS, GIA, as a party to the Agreement, desires to pay, for the benefit of the City, the sum of \$2,666.66 to the Chamber, and the Chamber desires to accept said payment from GIA, in full and complete satisfaction of all debts owed by the City to the Chamber under the FY24 Agreement.

NOW THEREFORE, in consideration of the mutual promises, recitals, covenants and agreements contained herein, and intending to be legally bound, the parties agree as follows:

City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

1. GIA agrees to pay to the Chamber and the Chamber agrees to accept from GIA the sum of \$2,666.66 (the "Payment") in full and complete satisfaction of all debts owed by the City to the Chamber under the FY24 Agreement, subject to the terms and conditions of this Addendum.

2. In exchange for the Payment, the Chamber agrees to **RELEASE** and by entering into this Addendum **DOES HEREBY RELEASE** the City, GIA and their respective employees, officers, council members, board members, agents, affiliates, contractors, insurers, attorneys, volunteers, and all other persons, firms, and corporations of and from any and all claims, demands, rights, responsibility, liability, assertions, actions, causes of action, damages, demands or debts, known or unknown, that the Chamber may have related to or arising out of Services that it provided under the FY24 Agreement. This release is effective immediately.

3. The parties agree and acknowledge that this Addendum and the Agreement comprise the entire understanding between them with regard to the subject matter hereof, and that no other obligations, agreements or duties of any kind exist between the parties other than as stated herein. All prior negotiations concerning the subject of this Addendum are merged herein.

4. This Addendum and the Agreement may not be modified except by a written instrument that is properly approved by all parties.

5. This Addendum and the Agreement shall be governed by the laws of Oklahoma, and any dispute related to or arising out of this Agreement shall be heard only by a court of competent jurisdiction sitting in Tulsa County, Oklahoma.

WHEREFORE, having fully read and understood the terms of this Agreement, the parties sign their names below with the intention that they shall be legally bound by it.

GLENPOOL CHAMBER OF COMMERCE:

By: _____

Date

Name / Title

GLENPOOL INDUSTRIAL AUTHORITY:

By: _____

Joyce Calvert, Chair

Date

CITY OF GLENPOOL, OKLAHOMA:

By: _____

Joyce Calvert, Mayor

Date



TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DUY NGUYEN, CITY PLANNER

DATE: MARCH 17, 2025

ITEM: THE LAKES AT TWIN MOUNDS COMPREHENSIVE PLAN AMENDMENT (CPA-01-2025)

REQUEST: A PROPOSED COMPREHENSIVE PLAN AMENDMENT (CPA-01-2025) TO CHANGE THE LAND USE DESIGNATION FOR THE SUBJECT SITE FROM SUBURBAN RESIDENTIAL AND U.S. 75 CORRIDOR TO GENERAL RESIDENTIAL.

APPLICANT: DAVE COCOLIN, EAGLE 1 INVESTMENTS, LLC

LOCATION: THE SUBJECT SITE IS GENERALLY LOCATED ON THE SOUTH SIDE OF WEST 161ST STREET SOUTH APPROXIMATELY A QUARTER MILE WEST OF U.S. HIGHWAY 75

ZONING: RS-3 (SINGLE-FAMILY HIGH DENSITY)

COMP PLAN: SUBURBAN RESIDENTIAL & U.S. 75 CORRIDOR

APPLICANT REP: AUSTIN MAYES, OLSSON

BACKGROUND

The subject site is approximately 94.09 acres in overall size (See attached exhibits). The site is currently designated Suburban Residential and U.S. 75 Corridor in the City of Glenpool (COG) Comprehensive Plan. The current Zoning for the site is RS-3 (Single-Family High Density). The applicant requests to change the Comprehensive Plan designation from Suburban Residential and U.S. 75 Corridor to General Residential.

The applicant has requested these changes to allow future residential development under the RS-3 development regulations. The current Suburban Residential designation is not compatible with the RS-3 Zone, requiring an amendment to General Residential. This amendment ensures consistency between the existing Zoning, RS-3, and the Comprehensive Plan.

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

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City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

The table below illustrates the Comprehensive Plan land use designations, Zoning, and land use of properties adjacent to the site:

SURROUNDING COMP PLAN DESIGNATION / ZONING / LAND USES

	Comp Plan Designation	Zoning	Land Use
North	Rural & U.S. 75 Corridor	Tulsa County Zoning: RE (Residential Single-Family, Estate) & AG (Agriculture), PUD-755	Single-Family Residence (Tulsa County)
South	Rural & U.S. 75 Corridor	Tulsa County Zoning: AG (Agriculture) & IM (Industrial Moderate)	Vacant (Tulsa County)
East	U.S. 75 Corridor	RM-2 (Multi-Family Medium Density) & CG (Commercial General) Tulsa County Zoning: IM (Industrial Moderate)	Multi-Family Residences (Senior Apartments) Industrial (Tulsa County)
West	Rural	Tulsa County Zoning: AG (Agriculture)	Vacant (Tulsa County)

PROJECT DESCRIPTION

Comprehensive Plan Map Amendment:

The applicant requests to change the Comprehensive Plan land use designation from Suburban Residential and U.S. 75 Corridor to General Residential. The total acreage for the site is 94.09 acres and the land use designation breakdown is listed below:

<u>Land Use Designation Breakdown</u>	
Suburban Residential	75.11 acres
<u>U.S. 75 Corridor</u>	<u>18.98 acres</u>
Total	+/- 94.09 acres

Comprehensive Plan Amendments must comply with the requirements of Title 11, Zoning Regulations, and specifically Section 11-9-15: Comprehensive Plan Amendment.

Comprehensive Plan:

As mentioned, the site is designated Suburban Residential and U.S. 75 Corridor in the COG's Comprehensive Plan. Please see the attachments for the description of Suburban Residential.

Compatible Zoning Districts for the Suburban Residential Land Use Designation (Based Upon Future Land Use Designations Relative to Zoning Classifications)

- Single-Family Low Density (RS-1)
- Planned Unit Development (PUD)

Allowed Development Types (Based Upon Suburban Residential Text):

- Detached residential dwellings.
- Planned developments that integrate other housing types (e.g., attached residential), with increased open space to preserve an overall suburban character.
- Golf course subdivisions.

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Jacqueline Lund, Ward 4

Tim Fox, Ward 1; Chris Brobst, Ward 2; Shayne Buchanan, At-Large

David Tillotson City Manager, LeaAnn Reed CAO, Joe Wuest COO, Leslie Smith City Clerk

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- Public/institutional uses.
- Parks and public spaces.

Physical Features of the Property:

There are no FIRM Flood Hazard Areas within the subject site.

Services:

The property is served by the City of Glenpool water and sewer. Utilities within the immediate area are available to serve the project area.

ANALYSIS

Comprehensive Plan:

The existing Suburban Residential designation is not compatible with the RS-3 Zoning, requiring a change to General Residential designation to maintain consistency between the site's Zoning and the Comprehensive Plan designation.

The General Residential land use designation is described below:

"This designation covers areas with predominantly single-family residential uses at typical in-city densities, often with limited open space set-asides or internal amenities for residents."

Compatible Zoning Districts for the General Residential Land Use Designation

- *Single-Family Medium Density (RS-2)*
- *Single-Family High Density (RS-3)*
- *Residential Manufactured Home (RMH)*
- *Planned Unit Development (PUD)*

Allowed Development Types

- *Detached residential dwellings.*
- *Planned development, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards.*
- *Public/institutional uses.*
- *Parks and public spaces.*

Characteristics

- *Residential neighborhoods with less openness and separation between dwellings compared to Suburban Residential areas.*
- *Auto-oriented character, especially where driveways and front-loading garages dominate the front yard and building facades of homes. This can be offset by landscaping, "anti-monotony" standards that require varied dwelling appearance and floor plans on adjacent and nearby lots, and limitations on "cookie cutter" subdivision layouts characterized by straight streets and uniform lot sizes and arrangement."*

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Land Use Compatibility:

COG Zoning Code, Section 11-9-15: Comprehensive Plan Amendment outlines the Comprehensive Plan Amendment procedures as well as the criteria for approval. Specifically, Section 11-9-15 (E) sets forth the criteria that the Planning Commission and City Council shall consider in determining if proposed amendments to the Comprehensive Plan should be approved. For amendments to the Plan Map, sufficient evidence must be provided to demonstrate that the Plan Map amendment meets the following criteria:

- a. The amendment is compatible with existing or planned land uses on adjacent properties.
- b. Adequate public utilities, facilities, and services are available, or proposed to be extended, to warrant an amendment.
- c. An amendment is warranted by changing conditions in the area or corrects an error when the map was originally adopted.
- d. Addresses a currently unaddressed need of the City.

Staff believes the proposed General Residential designation is an appropriate land use designation for the site and meets the criteria listed in the Plan Map amendment criteria for approval.

- a. *The amendment is compatible with existing or planned land uses on adjacent properties.*

As shown in the table above, SURROUNDING COMP PLAN DESIGNATION / ZONING / LAND USES, the surrounding areas consist of existing residential uses along with vacant and undeveloped areas. The proposed General Residential designation is compatible with these adjacent uses due to its residential character. There are established neighborhoods in the city built in similar conditions.

- b. *Adequate public utilities, facilities, and services are available, or proposed to be extended, to warrant an amendment.*

There are currently public utilities and services available within the immediate area to serve the proposed amendment change.

- c. *An amendment is warranted by changing conditions in the area or corrects an error when the map was originally adopted.*

The city must ensure consistency between the Comprehensive Plan and Zoning districts. The General Residential designation aligns the existing RS-3 while preserving the area's residential character.

- d. *Addresses a currently unaddressed need of the City.*

There are currently no new subdivisions being developed in the city and the existing ones are near completion. The Comprehensive Plan amendment will allow for the development of a single-family subdivision and address the current need for housing.

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The proposed Comprehensive Plan amendment ensures consistency between the existing RS-3 Zone and the Comprehensive Plan. By transitioning from Suburban Residential and U.S. 75 Corridor to General Residential, the amendment preserves the area's residential character while accommodating residential development under the RS-3 Zoning regulations. Additionally, the Comprehensive Plan amendment will address the City's need for housing within the community.

TAC

The Technical Advisory Committee (TAC) reviewed the proposed amendment on February 21, 2025. There are no additional comments.

PLANNING COMMISSION ACTION:

The Planning Commission public hearing on the proposed Comprehensive Plan Amendment (CPA-01-2025) application was held on Monday, March 10, 2025. After deliberating, the Planning Commission on a 4-0 vote recommended that the City Council approve the Comprehensive Plan Amendment (CPA-01-2025) application and resolution as presented.

STAFF RECOMMENDATION:

The Comprehensive Plan Amendment (CPA-01-2025) application meets the COG Code of Ordinances requirements. As such, staff recommends the City Council take the following actions:

1. Approve the Comprehensive Plan Amendment (CPA-01-2025) application and Resolution No. 2025007 as presented.

ATTACHMENTS:

1. Aerial Photo / Zoning Map
2. Existing Comprehensive Plan Map
3. Proposed Comprehensive Plan Map
4. CPA-01-2025 Application
5. Legal Description
6. Description of Suburban Residential Land Use Designation
7. Description of General Residential Land Use Designation
8. Future Land Use Designations Relative to Zoning Classifications
9. Resolution No. 2025007

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RESOLUTION NO. 2025007

A RESOLUTION AMENDING THE CITY OF GLENPOOL COMPREHENSIVE PLAN MAP IN ACCORDANCE WITH THE 2017 INTERIM UPDATE OF THE CITY OF GLENPOOL COMPREHENSIVE PLAN, BY REDESIGNATING CERTAIN PROPERTY DESCRIBED THEREIN FROM THE SUBURBAN RESIDENTIAL AND U.S. 75 CORRIDOR LAND USE DESIGNATIONS TO GENERAL RESIDENTIAL LAND USE DESIGNATION AS RECOMMENDED BY THE PLANNING COMMISSION UNDER APPLICATION CPA-01-2025; AND REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith

WHEREAS, the City of Glenpool Planning Commission has determined that certain property described herein is more compatible with the General Residential Land Use Designation as described in the 2017 Interim Update of the City of Glenpool Comprehensive Plan adopted by the City Council on November 14, 2017, than it is with the Suburban Residential and U.S. 75 Corridor Land Use Designation likewise described therein and by which it is now designated; and

WHEREAS, Zoning Code, § 11-9-15 outlines the Comprehensive Plan Amendment procedures as well as the criteria for approval; and

WHEREAS, to amend the Comprehensive Plan Map, there is sufficient evidence presented to demonstrate that the amendment meets the following criteria:

- a. The amendment is compatible with existing or planned land uses on adjacent properties.
- b. Adequate public utilities, facilities, and services are available, or proposed to be extended, to warrant an amendment.
- c. An amendment is warranted by changing conditions in the area or corrects an error when the map was originally adopted.
- d. Addresses a currently unaddressed need of the city.

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

SECTION 1: That the Land Use Character and Designation of the following described property situated in the City of Glenpool, Tulsa County, State of Oklahoma, *to wit*:

LEGAL DESCRIPTION

A TRACT OF LAND THAT IS A PART OF THE NORTHEAST QUARTER (NE/4), OF SECTION TWENTY-SEVEN (27), TOWNSHIP SEVENTEEN (17) NORTH, RANGE

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TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION TWENTY-SEVEN (27);

THENCE SOUTH 88°59'58" WEST ALONG THE NORTHERN LINE OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 1319.26 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°06'19" EAST A DISTANCE OF 1939.31 FEET;

THENCE SOUTH 88°27'59" WEST, A DISTANCE OF 337.87 FEET;

THENCE SOUTH 00°46'30" EAST, A DISTANCE OF 303.98 FEET;

THENCE SOUTH 14°20'13" EAST, A DISTANCE OF 328.41 FEET;

THENCE SOUTH 42°25'37" EAST, A DISTANCE OF 104.46 FEET;

THENCE SOUTH 88°56'48" WEST, A DISTANCE OF 1124.45 FEET;

THENCE NORTH 01°05'30" WEST, A DISTANCE OF 2645.34 FEET TO THE NORTHERN LINE OF SAID NORTHEAST QUARTER (NE/4);

THENCE NORTH 88°59'58" EAST, A DISTANCE OF 1319.38 FEET ALONG THE NORTHERN LINE OF SAID NORTHEAST QUARTER (NE/4) TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 3,272,072.53 SQUARE FEET OR 75.12 ACRES, MORE OR LESS.

Be, and hereby is, amended from Suburban Residential to General Residential; and

LEGAL DESCRIPTION

A TRACT OF LAND THAT IS A PART OF THE NORTHEAST QUARTER (NE/4), OF SECTION TWENTY-SEVEN (27), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION TWENTY-SEVEN (27);

THENCE SOUTH 88°59'58" WEST ALONG THE NORTHERN LINE OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 986.39 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 04°56'21" EAST A DISTANCE OF 417.97 FEET;

THENCE NORTH 89°00'11" EAST, A DISTANCE OF 392.59 FEET;

THENCE SOUTH 01°06'58" EAST, A DISTANCE OF 904.05 FEET;

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THENCE SOUTH 88°51'31" WEST, A DISTANCE OF 753.66 FEET;
THENCE NORTH 01°06'15" WEST, A DISTANCE OF 1322.91 FEET TO THE
NORTHERN LINE OF SAID NORTHEAST QUARTER (NE/4);
THENCE NORTH 88°59'58" EAST, A DISTANCE OF 332.93 FEET ALONG THE
NORTHERN LINE OF SAID NORTHEAST QUARTER (NE/4) TO THE POINT OF
BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 826,626.84 SQUARE FEET
OR 18.98 ACRES, MORE OR LESS.

Be, and hereby is, amended from U.S. 75 Corridor to General Residential.

SECTION 2: That all resolutions or parts of resolutions in conflict herewith be and the same are
hereby repealed.

PASSED AND APPROVED by the City Council of the City of Glenpool on this 17th day of March
2025.

Joyce G. Calvert, Mayor

Attest:

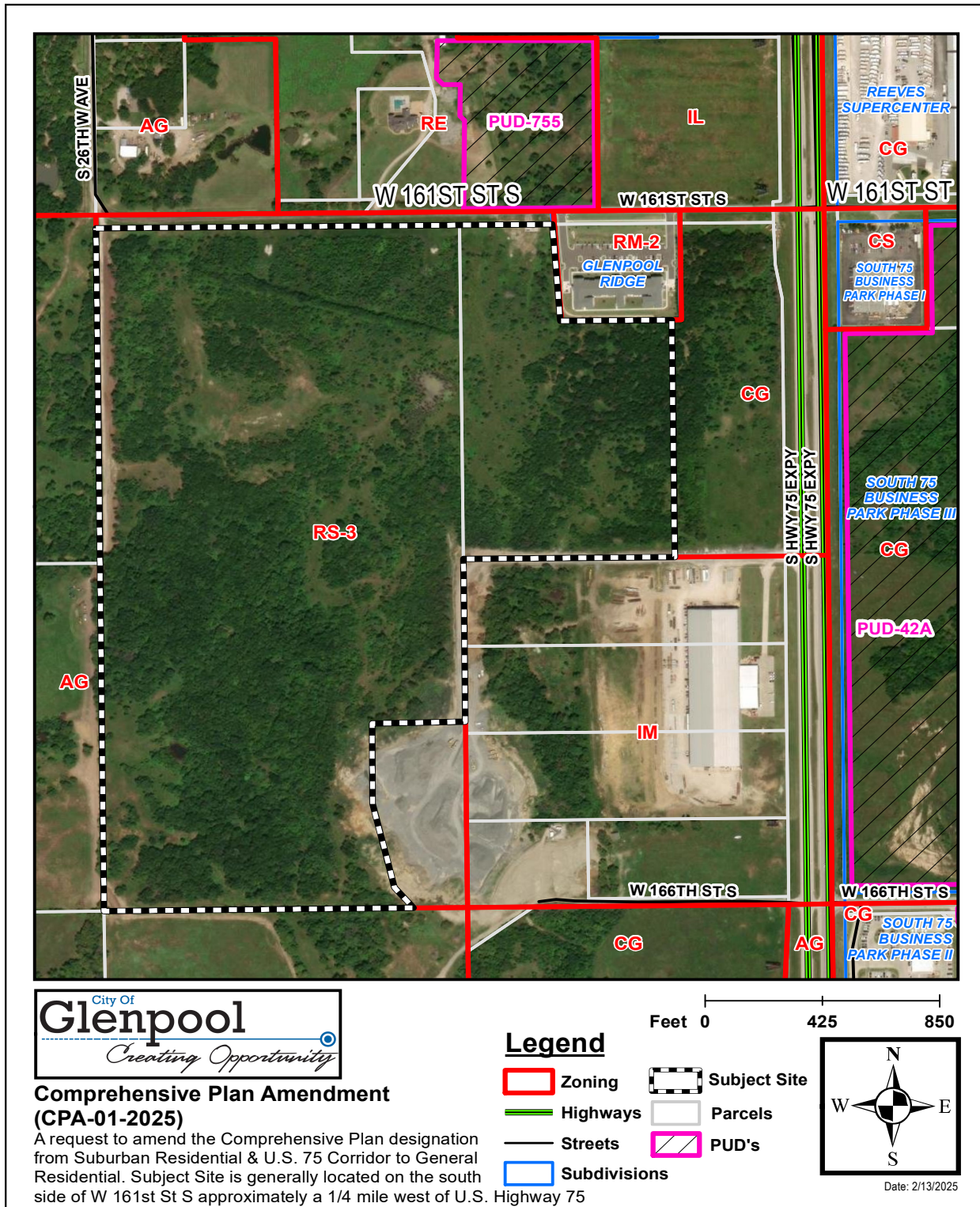
City Attorney

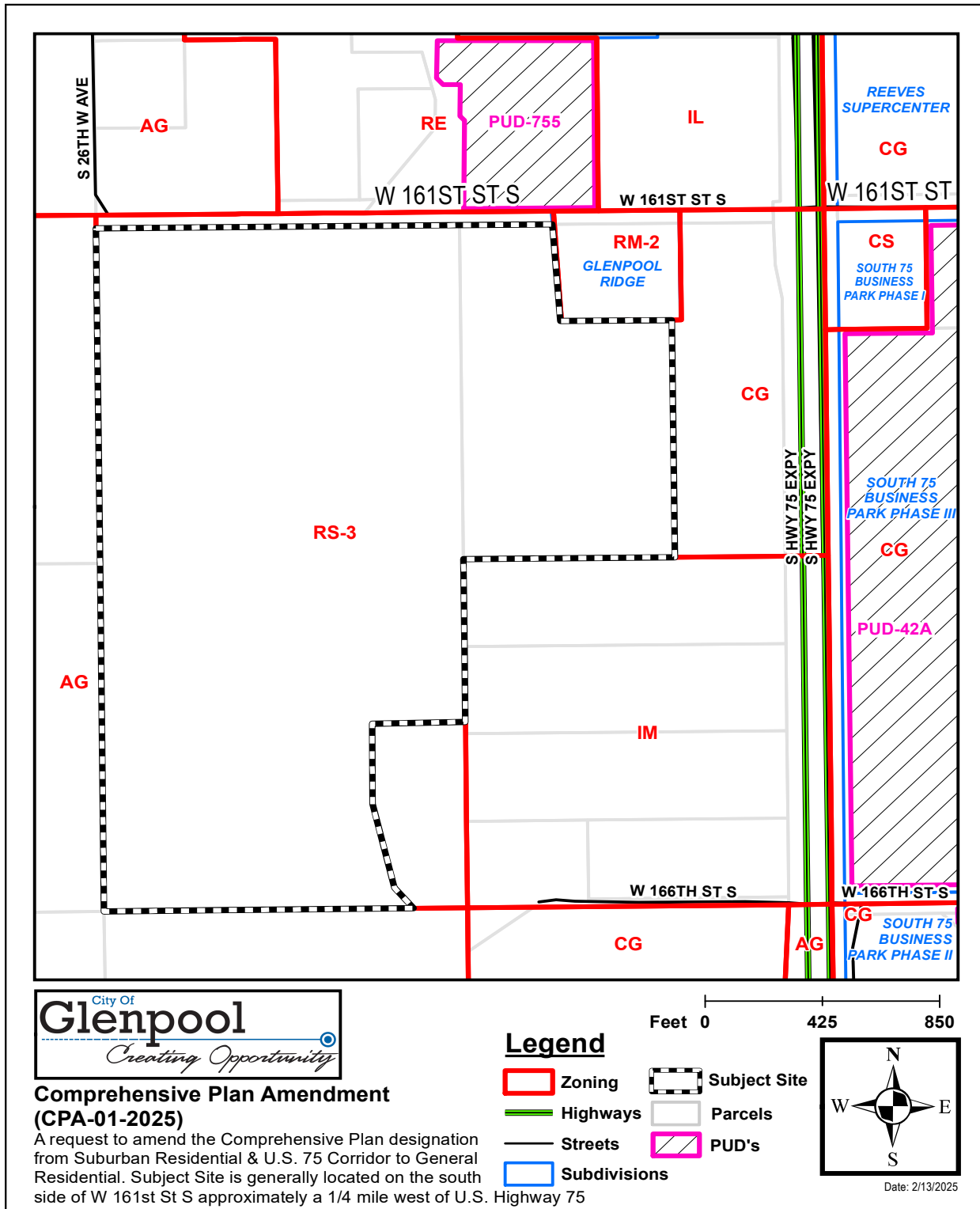
[MUNICIPAL SEAL]

Approved as to Form:

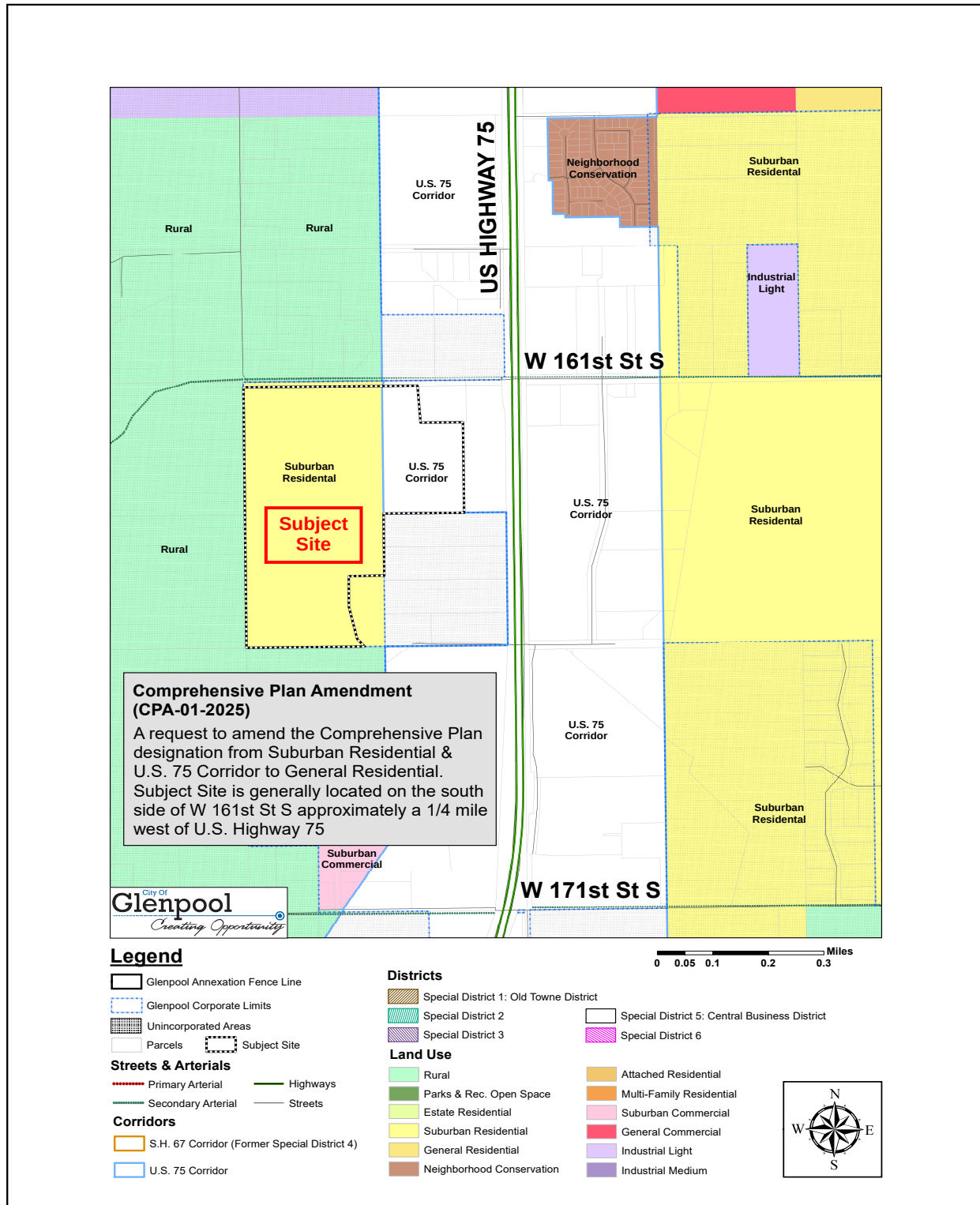
City Attorney

Aerial Photo / Zoning Map

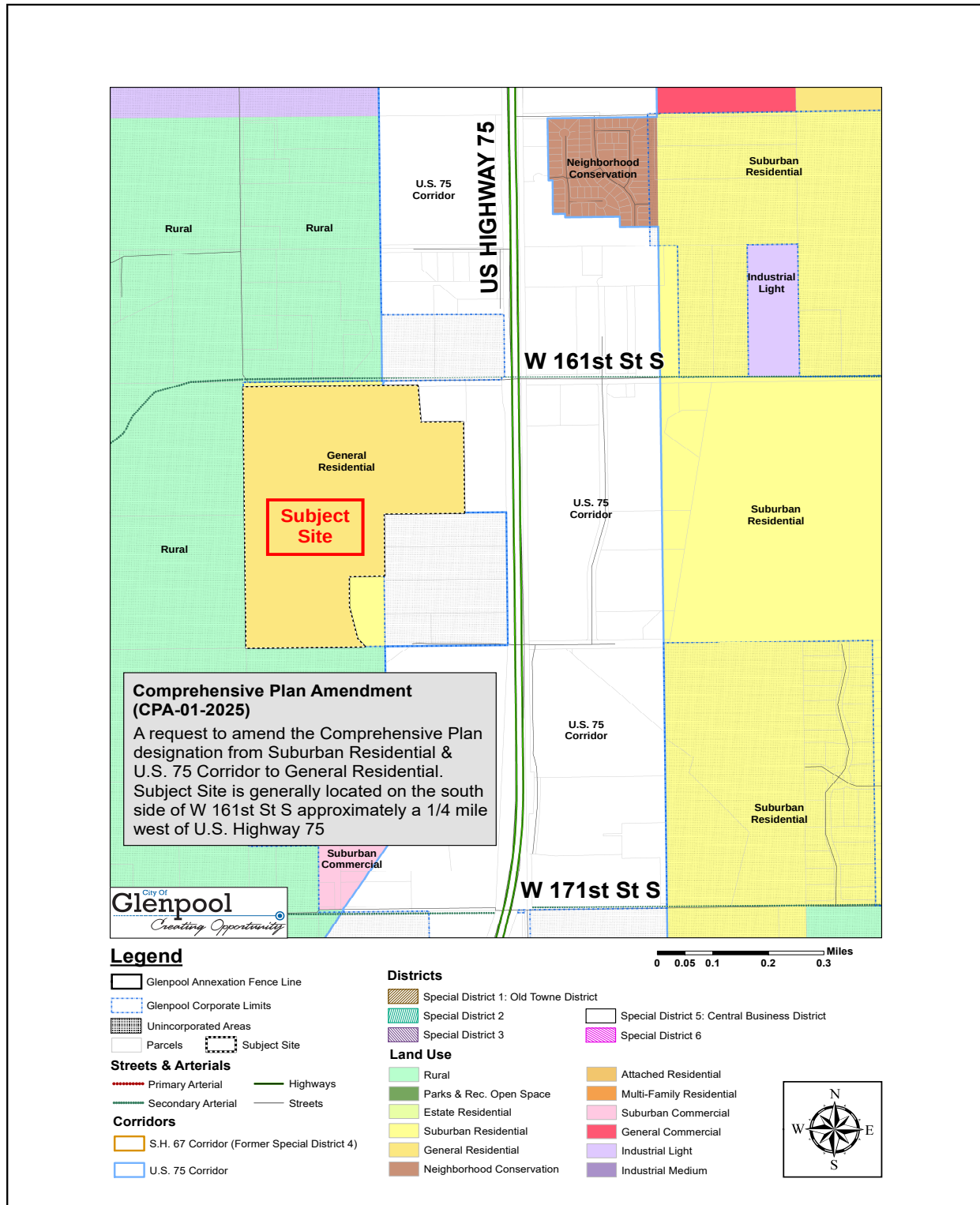




**Existing Comprehensive
Plan Map**



**Proposed Comprehensive
Plan Map**



**CPA-01-2025
Application**



RECEIVED: _____
TAC CONFERENCE: _____
PC HEARING: _____
FILE #: _____
STAFF USE ONLY

Comprehensive Plan Map Amendment Application

PART I – PROPERTY OWNER INFORMATION:

Name: Eagle 1 Investments, LLC Phone: (918) 629-9671
Address: P.O. Box 472106, Tulsa, OK 74147
Email Address: dave@paradigmatulsa.com

PROJECT APPLICANT INFORMATION:

Name: Olsson, Inc. - Austin Mayes Phone: (918) 376-4294
Address: 1717 S. Boulder Ave., Suite 600 Tulsa, OK 74119
Email Address: amayas@olsson.com

APPLICANT'S REPRESENTATIVE INFORMATION:

Company Name: Olsson, Inc. Phone: (918) 376-4294
Address: 1717 S. Boulder Ave., Suite 600 Tulsa, OK 74119
Contact Name: Austin Mayes Phone: (918) 376-4294
Email Address: amayas@olsson.com

PART II – PROPERTY DESCRIPTION:

Legal Description: *(Please submit a digital copy as a Word document with application.)*

Property Site Address: _____

County: Tulsa Acreage: 94.09

Parcel No.: 97227-72-27-04110 & 97227-72-27-00010

Current Zoning: RS-3 Present Use: Vacant

Comprehensive Land Use Plan Designation: Suburban Residential & U.S. 75 Corridor

Proposed Comprehensive Land Use Plan Designation: General Residential

PART III – PUBLICATION NOTICE:

Who is the person that shall be billed for publication?

☐ Present Owner ☒ Agent for Owner ☐ Purchaser

☐ Attorney for Owner ☐ Other: _____

Name: Olsson, Inc.

1717 S. Boulder Ave, Suite 600

Mailing Address: Tulsa, OK 74119 Phone: (918) 376-4294

E-Mail Address: amayas@olsson.com

The individual listed above will be billed directly by the local newspaper for the advertising cost of the notice publication.

PART IV – SUBMITTAL ATTACHMENTS:

The following items shall also be attached to or submitted with this application form:

☒ Property Survey "Exhibit"

☒ 300' certified radius report with property owner mailing labels from a title or abstract company.

☒ Legal description of the property (If by metes and bounds, attach plat of survey)

☒ A certificate of closure from a licensed surveyor.

☐ Application Fee (See Fee Schedule for amounts)

Please submit this completed application with **all required** items to the Glenpool Development Services Department. All applicants must submit a paper copy and an electronic media of all required materials. Incomplete applications **will not be** accepted. The applicant or the applicant's representative must attend the Planning Commission and City Council meetings.

PART V – SIGNATURES:

I, Austin Mayes (applicant name), hereby certify that the attached and completed application contains the information required by the City of Glenpool as specified above. I understand the submission of incomplete and inaccurate information may result in a delay in processing and action on this application.

Project Applicant Name (Print Name): Austin Mayes

Project Applicant Signature: Austin Mayes Date: 01/22/2025

Property Owner Name (Print Name): Dave Cocolin

Property Owner Signature: Dave Cocolin Date: 01/22/2025

The property owner must sign the application, or it will not be processed.



I HEREBY CERTIFY THAT THE INFORMATION HEREIN SUBMITTED IS COMPLETE, TRUE AND ACCURATE AND THAT I HAVE BEEN NOTIFIED ON THE DEVELOPMENT PROCEDURES AND GUIDELINES, INCLUDING PLATTING AND SITE PLAN REVIEWS IF REQUIRED AND ALL FEES AND CHARGES RELATED TO SITE IMPROVEMENTS, DEVELOPMENT AND BUILDING PERMIT COSTS.

APPLICANT SIGNATURE: Austo Mayan DATE: 01/29/2025

PROPERTY OWNER SIGNATURE: Dave Croolin DATE: 1-29-2025

D. APPLICATION FEES

Request for Comprehensive Plan Amendment fee:	\$100.00
\$2.00 per property owner on Title/Abstract report	(<u>16</u>) x \$2.00 = <u>32</u>
Posting of public hearing sign	\$50.00
Publication in <i>Tulsa World</i> Legal Notices fee	<i>Tulsa World</i> to invoice
TOTAL:	\$ <u>182.00</u>

FOR ADDITIONAL INFORMATION, PLEASE CALL THE CITY OF GLENPOOL COMMUNITY DEVELOPMENT DEPARTMENT AT 918-209-4610 OR VISIT THE CITY'S WEBSITE: <https://www.glenpoolonline.com/>

Parcel Map Check Report

Prepared by: Darrel Ray Mason

Olsson, Inc.
11600 Broadway Extension, Suite 300
Oklahoma City, OK 73114

Date: 1/21/2025 12:25:10 PM

Parcel Name: The Lakes at Twin Mounds Comp Plan Amend
Description: The Lakes at Twin Mounds Comp Plan Amend
Process segment order counterclockwise: False
Enable mapcheck across chord: True

North: 348902.4980' East: 2570442.2440'

Segment #1 : Line
Course: S04°56'21.00"E Length: 417.97'
North: 348514.9318' East: 2572130.2285'

Segment #2 : Line
Course: N89°00'10.99"E Length: 392.59'
North: 348521.7625' East: 2572522.7590'

Segment #3 : Line
Course: S01°06'57.78"E Length: 904.05'
North: 347617.8840' East: 2572540.3677'

Segment #4 : Line
Course: S88°51'30.86"W Length: 753.66'
North: 347602.8709' East: 2571786.8572'

Segment #5 : Line
Course: S01°06'15.36"E Length: 616.40'
North: 346986.5853' East: 2571798.7364'

Segment #6 : Line
Course: S88°27'58.63"W Length: 337.87'
North: 346977.5422' East: 2571460.9875'

Segment #7 : Line
Course: S00°46'30.37"E Length: 303.98'
North: 346673.5900' East: 2571465.0996'

Segment #8 : Line
Course: S14°20'13.37"E Length: 328.41'
North: 346355.4081' East: 2571546.4223'

Segment #9 : Line
Course: S42°25'37.37"E Length: 104.46'
North: 346278.3023' East: 2571616.8964'

Segment #10 : Line
Course: S88°56'48.08"W Length: 1124.45'
North: 346257.6318' East: 2570492.6364'

Segment #11 : Line
Course: N01°05'29.94"W Length: 2645.34'
North: 348902.4917' East: 2570442.2380'

Segment #12 : Line
Course: N88°59'58.00"E Length: 1652.25'
North: 348931.3497' East: 2572094.2421'

Perimeter: 9581.43' Area: 4098639.93 Sq. Ft.
Error Closure: 0.0087 Course: S43°34'11.40"W
Error North: -0.00628 East: -0.00597

Precision 1: 1101313.79

SPECIAL CERTIFICATE

The TULSA ABSTRACT & TITLE COMPANY, a duly qualified and bonded abstract Company within and for the County of Tulsa, State of Oklahoma, does hereby certify:

There is shown herein a true and correct list of owners of record:

A 300 foot Radius surrounding a tract of land described as follows:

~ See attached Exhibit "A" for Legal Description ~

As shown by the current years tax rolls as the date of this certificate in the office of the County Treasurer within and for Tulsa County, Oklahoma

AND

That said list also shows the last GRANTEES of record in the Office of the County Clerk within and for Tulsa County, State of Oklahoma.

ADDRESSES given in this report are not certified to.

This certificate certifies to Tulsa County Treasurer 2023 Tax Rolls and last Grantees of record of the Tulsa County Clerk as of **July 16, 2024 at 7:59 A.M.**

IN WITNESS WHEREOF, the TULSA ABSTRACT & TITLE COMPANY has caused these presents to be signed, and its corporate seal to be affixed this **23rd day of July, 2024.**

TULSA ABSTRACT & TITLE COMPANY
By 
Vice-President

No. 514273



514273

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land that is a part of the **Northeast Quarter (NE/4) of Section Twenty-seven (27), Township Seventeen (17) North, Range Twelve (12) East** of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, said tract of land being described as follows:

COMMENCING at the Northeast corner of said Section Twenty-seven (27); Thence South 88°59'58" West along the Northern line of said Northeast Quarter (NE/4) a distance of 986.39 feet to the POINT OF BEGINNING; Thence South 04°56'21" East a distance of 417.97 feet; Thence North 89°00'11" East a distance of 392.59 feet; Thence South 01°06'58" East a distance of 904.05 feet; Thence South 88°51'31" West a distance of 753.66 feet; Thence South 01°06'15" East a distance of 616.40 feet; Thence South 88°27'59" West a distance of 337.87 feet; Thence South 00°46'20" East a distance of 303.98 feet; Thence South 14°20'13" East a distance of 328.41 feet; Thence South 42°25'37" East a distance of 104.46 feet; Thence South 88°56'48" West a distance of 1124.45 feet; Thence North 01°05'30" West a distance of 2595.34 feet to the Northern line of said Northeast Quarter (NE/4); Thence North 88°59'58" East a distance of 1652.25 feet along the Northern line of said Northeast Quarter (NE/4) to the POINT OF BEGINNING.



Glenpool Ridge, LP 3609 East 20 th Street Joplin, MO 64801-5849	Eagle I Investments, LLC as Nominee for LRL Christian Charitable Trust No. 1 P.O. Box 472106 Tulsa, OK 74147-2106	M-JAK Investments, LLC 820 West Skelly Drive Tulsa, OK 74107-9410
Country Investments, LLC and Sharp Mortgage Co., LLP 1647 East 3 rd Street Tulsa, OK 74120-2807	75 RE Partners, LLC P.O. Box 4678 Tulsa, OK 74159-0678	Excavation Resources, LLC P.O. Box 1168 Sapulpa, OK 74067-1168
City of Glenpool 12205 South Yukon Avenue Glenpool, OK 74033-6635	Faith Free Will Baptist Church P.O. Box 271 Glenpool, OK 74033	Stuart Wilson and Nancy Tolbert 16701 South 33 rd West Avenue Glenpool, OK 74033
Mira Vista Properties, LLC 231 West 161 st Street South Glenpool, OK 74033-4507	Coachport, LLC 8516 East 10 th Street Suite B Tulsa, OK 74133-7035	Flying R Ranch, LLC 2231 West 161 st Street Glenpool, OK 74033
Ryan Keith Jones 2231 West 161 st Street South Glenpool, OK 74033-4507	The Fullbright Trust 16015 South 26 th West Avenue Glenpool, OK 74033	Okiahi Trust P.O. Box 682 Glenpool, OK 74033-0682
Tulsa County 218 West 6 th Street Floor 9 Tulsa, OK 74119-1004		

<u>Names and Addresses</u>	<u>Legal Description</u>
Glenpool Ridge, LP 3609 East 20 th Street Joplin, MO 64801-5849	Lot 1, Block 1, GLENPOOL RIDGE
Eagle-I Investments, LLC as Nominee for LRL Christian Charitable Trust No. 1 P.O. Box 472106 Tulsa, OK 74147-2106	Beginning 179.11'W NE/C NE, S216.93' SE127.24' S962.58' to pt on S/L NE NE, W1167.65 to pt on SW/C NE NE, N1308.82' to pt on NW/C NE NE, E332.91' SEly418.05' E434.51' N416.99' E343.91'to POB, Less Beginning 179.06'W NE/C NE, S50' W344.05' N50' E344' to POB, and Less Beginning NE/C GLENPOOL RIDGE, SEly50.12' W approx. 336.79' N50' E332.91' to POB, 27-17-12 and W/2 NE, Less Beginning 617.30'S NE/C SW NE, S704.88' W195.47' NW104.47' NW328.44' N304' E337.89' to POB, Less N50 for road, 27-17-12
M-JAK Investments, LLC 820 West Skelly Drive Tulsa, OK 74107-9410	N/2 N/2 SE NE, Less E1.19 acres for hwy, 27-17-12 and S/2 N/2 SE NE, Less E1.19 acres for hwy, 27-17-12 and N/2 S/2 SE NE, Less E1.19 acres for hwy, 27-17-12
Country Investments, LLC and Sharp Mortgage Co., LLP 1647 East 3 rd Street Tulsa, OK 74120-2807	Part S330' S/2 SE NE, Less E165.70', described as Beginning 156.70'W SE/C SE NE, W1163.15' N330' E437.08' S300' E726' S30' to POB, 27-17-12 and



75 RE Partners, LLC
P.O. Box 4678
Tulsa, OK 74159-0678

Excavation Resources, LLC
P.O. Box 1168
Sapulpa, OK 74067-1168

City of Glenpool
12205 South Yukon Avenue
Glenpool, OK 74033-6635

Faith Free Will Baptist Church
P.O. Box 271
Glenpool, OK 74033

Stuart Wilson and
Nancy Tolbert
16701 South 33rd West Avenue
Glenpool, OK 74033

Mira Vista Properties, LLC
231 West 161st Street South
Glenpool, OK 74033-4507

Part NE SE,
Beginning NW/C NE SE, S167.50' NE292.54'
W240' to POB,
27-17-12

Part S330' SE NE,
Beginning 156.70'W & 30'N SE/C SE, W726'
N300' E726' S300' to POB,
27-17-12

Beginning 617.30'S NE/C SW NE, S704.88'
W195.47' NW104.47' NW328.44' N304' E337.89'
to POB,
27-17-12

Beginning 986.39'W NE/C NE, SEly50.12'
W1655.62' N50' E1652.25' to POB,
27-17-12

Beginning 301.10'W SE/C SE, W798.07' N400'
E381.25' N925.11' W525.99' N1325.23' E1163.16'
S1387.70, curve right 1266.45 to POB,
Less Part NE SE,
Beginning NW/C NE SE, S167.50' NE292.54'
W240' to POB,
27-17-12

Part NW,
Beginning SW/C NW, N993.66' E1319.62'
S992.60' W1230.05' to POB,
and
NW SW
and
NE SW,
Less W/2 NW NW SW,
27-17-12

N/2 NW
and
SW NW,
Less Beginning SW/C NW, N993.66' E1319.62'
S992.60' W1320.05' to POB,
27-17-12



Coachport, LLC
8516 East 101st Street Suite B
Tulsa, OK 74133-7035

E10 acres S/2 SE SE, lying W Hwy 75 ROW,
22-17-12

Flying R Ranch, LLC
2231 West 161st Street
Glenpool, OK 74033

E/2 SW SE
and
E/2 NW SW
and
S/2 SE SE,
Less E12.335 acres
and Less Beginning SW/C SE SW SE, N660.36'
W329.78' N330' E606.08' S383.36' E253.92'
SE186.91' S109.63' SW403.70' W330' to POB,
22-17-12
and
Beginning SW/C SE SW SE, N660.36' W329.78'
N330' E606.08' S383.36' E253.92' SE144.01'
W269.19' S468.03' W299 to POB,
Less S50',
22-17-12

Ryan Keith Jones
2231 West 161st Street South
Glenpool, OK 74033-4507

Beginning 299'E SW/C SE SW SE, N468.03'
E269.19' SE42.90' S109.63' SW403.70' W31 to
POB,
Less S50',
22-17-12

The Fullbright Trust
16015 South 26th West Avenue
Glenpool, OK 74033

SW SW SW SE
and
E/2 SW SW SE,
22-17-12

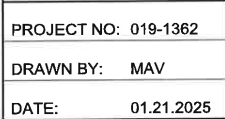
Okiahi Trust
P.O. Box 682
Glenpool, OK 74033-0682

E/2 SE SW,
22-17-12

Tulsa County
218 West 6th Street Floor 9
Tulsa, OK 74119-1004

S50' of tract described as Beginning SW/C SE SW
SE, N660.36' W329.78' N330' E606.08' S383.36'
E253.92' SE186.91' S109.63' SW403.70' W330' to
POB,
22-17-12





olsson®

A north arrow pointing upwards with the letter 'N' in the center. Below it is a scale bar with markings for 0', 250', and 500'. The text 'SCALE IN FEET' is written below the scale bar.



Legal Description

514273

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land that is a part of the **Northeast Quarter (NE/4) of Section Twenty-seven (27), Township Seventeen (17) North, Range Twelve (12) East** of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, said tract of land being described as follows:

COMMENCING at the Northeast corner of said Section Twenty-seven (27); Thence South 88°59'58" West along the Northern line of said Northeast Quarter (NE/4) a distance of 986.39 feet to the POINT OF BEGINNING; Thence South 04°56'21" East a distance of 417.97 feet; Thence North 89°00'11" East a distance of 392.59 feet; Thence South 01°06'58" East a distance of 904.05 feet; Thence South 88°51'31" West a distance of 753.66 feet; Thence South 01°06'15" East a distance of 616.40 feet; Thence South 88°27'59" West a distance of 337.87 feet; Thence South 00°46'20" East a distance of 303.98 feet; Thence South 14°20'13" East a distance of 328.41 feet; Thence South 42°25'37" East a distance of 104.46 feet; Thence South 88°56'48" West a distance of 1124.45 feet; Thence North 01°05'30" West a distance of 2595.34 feet to the Northern line of said Northeast Quarter (NE/4); Thence North 88°59'58" East a distance of 1652.25 feet along the Northern line of said Northeast Quarter (NE/4) to the POINT OF BEGINNING.



**Description of
Suburban Residential
Land Use Designation**

Suburban Residential

This designation is for residential areas where suburban character is established and preserved by achieving a balance between buildings and other site improvements relative to the degree of open space maintained within the neighborhood. This distinguishes suburban character areas from more auto-oriented residential areas where site coverage predominates relative to undeveloped space.

Development Types

- Detached residential dwellings
- Planned developments that integrate other housing types (e.g., attached residential), with increased open space to preserve an overall suburban character
- Golf course subdivisions
- Public/institutional uses
- Parks and public spaces

Characteristics

- A larger baseline minimum lot size allows for deeper front yards and building setbacks and greater side separation between homes.
- Less noticeable accommodation of the automobile compared to more intensive auto-oriented residential areas, especially where driveways are on the side of homes rather than occupying a portion of the front yard space, and where garages are situated to the side or rear of the dwelling.
- Either through permitted-by-right development options or a Planned Unit Development (PUD) approval process, can promote land planning approaches that discourage “cookie cutter” subdivision designs and allow for smaller lot sizes than the baseline in exchange for greater open space set-aside, with the additional open space devoted to maintaining the suburban character and buffering adjacent properties and roads.
- May include a cluster development option that further concentrates the overall development footprint while providing the developer the same lot yield—or even a density bonus to incent conservation designs with an even higher open space ratio.
- More opportunity for natural and/or swale drainage (and storm water retention/absorption) relative to concentrated storm water conveyance in auto-oriented areas.



**Description of
General Residential
Land Use Designation**

General Residential

This designation covers areas with predominantly single-family residential uses at typical in-city densities, often with limited open space set-asides or internal amenities for residents.



Development Types

- Detached residential dwellings
- Planned development, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards
- Public/institutional uses
- Parks and public spaces

Characteristics

- Residential neighborhoods with less openness and separation between dwellings compared to Suburban Residential areas.
- Auto-oriented character, especially where driveways and front-loading garages dominate the front yard and building facades of homes. This can be offset by landscaping, “anti-monotony” standards that require varied dwelling appearance and floor plans on adjacent and nearby lots, and limitations on “cookie cutter” subdivision layouts characterized by straight streets and uniform lot sizes and arrangement.

**Future Land Use Designations
Relative to Zoning Classifications**

City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

SUPPLEMENTAL REPORT FROM 2017 INTERIM UPDATE (11.14.2017) | Page 48 of 53

TABLE 21: Future Land Use Designations Relative to Zoning Classifications

Future Land Use Designation	Mostly Closely Associated Zoning District(s)	Commentary
Rural	Agricultural (AG)	
Parks & Recreational Open Space	All but commercial and industrial districts	
Estate Residential	Residential Estate (RE)	Stands apart as a transitional character area between scattered residential uses in Rural character areas and more condensed subdivision layouts even in Suburban Residential character areas.
Suburban Residential	Single-Family Low Density (RS-1) Planned Unit Development (PUD)	Makes a distinction between more intensive General Residential character areas relative to Suburban Residential, with only RS-1 zoning considered appropriate for Suburban Residential areas. In contrast, the 2010 Comprehensive Plan equated all three RS zoning districts to "Low Intensity Residential."
General Residential	Single-Family Medium Density (RS-2) Single-Family High Density (RS-3) Residential Manufactured Home (RMH) Planned Unit Development (PUD)	
Neighborhood Conservation	None currently	The same residential zoning districts are currently applied to both contemporary new developments and to older, long-established neighborhoods.
Attached Residential	Duplex (RD) Multi-Family Townhouse (RMT) Planned Unit Development (PUD)	Makes a distinction between less intensive forms of attached housing, such as duplexes, patio homes and townhouses, relative to the most intensive forms—larger-scale and often multi-story apartment buildings—which are regulated by the RM zoning districts.
Multi-Family Residential	Multi-Family Low Density (RM-1) Multi-Family Medium Density (RM-2) Planned Unit Development (PUD)	
Suburban Commercial	Planned Unit Development (PUD)	The current zoning district options for commercial development will not necessarily produce a Suburban character outcome without the developer choosing to go beyond the minimum applicable standards.
General Commercial	Office Low Intensity (OL) Office Medium Intensity (OM) Commercial Shopping Center (CS) Commercial General (CG)	
Industrial - Light	Light Manufacturing Research and Development (IL)	A separate designation provided for the most intensive industrial uses allowed in the city as regulated by the IM zoning district.
Industrial – Medium	Industrial Moderate (IM)	



Resolution No. 2025007

RESOLUTION NO. 2025007

A RESOLUTION AMENDING THE CITY OF GLENPOOL COMPREHENSIVE PLAN MAP IN ACCORDANCE WITH THE 2017 INTERIM UPDATE OF THE CITY OF GLENPOOL COMPREHENSIVE PLAN, BY REDESIGNATING CERTAIN PROPERTY DESCRIBED THEREIN FROM THE SUBURBAN RESIDENTIAL AND U.S. 75 CORRIDOR LAND USE DESIGNATIONS TO GENERAL RESIDENTIAL LAND USE DESIGNATION AS RECOMMENDED BY THE PLANNING COMMISSION UNDER APPLICATION CPA-01-2025; AND REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith

WHEREAS, the City of Glenpool Planning Commission has determined that certain property described herein is more compatible with the General Residential Land Use Designation as described in the 2017 Interim Update of the City of Glenpool Comprehensive Plan adopted by the City Council on November 14, 2017, than it is with the Suburban Residential and U.S. 75 Corridor Land Use Designation likewise described therein and by which it is now designated; and

WHEREAS, Zoning Code, § 11-9-15 outlines the Comprehensive Plan Amendment procedures as well as the criteria for approval; and

WHEREAS, to amend the Comprehensive Plan Map, there is sufficient evidence presented to demonstrate that the amendment meets the following criteria:

- a. The amendment is compatible with existing or planned land uses on adjacent properties.
- b. Adequate public utilities, facilities, and services are available, or proposed to be extended, to warrant an amendment.
- c. An amendment is warranted by changing conditions in the area or corrects an error when the map was originally adopted.
- d. Addresses a currently unaddressed need of the city.

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

SECTION 1: That the Land Use Character and Designation of the following described property situated in the City of Glenpool, Tulsa County, State of Oklahoma, *to wit*:

LEGAL DESCRIPTION

A TRACT OF LAND THAT IS A PART OF THE NORTHEAST QUARTER (NE/4), OF SECTION TWENTY-SEVEN (27), TOWNSHIP SEVENTEEN (17) NORTH, RANGE

City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION TWENTY-SEVEN (27);

THENCE SOUTH 88°59'58" WEST ALONG THE NORTHERN LINE OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 1319.26 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°06'19" EAST A DISTANCE OF 1939.31 FEET;

THENCE SOUTH 88°27'59" WEST, A DISTANCE OF 337.87 FEET;

THENCE SOUTH 00°46'30" EAST, A DISTANCE OF 303.98 FEET;

THENCE SOUTH 14°20'13" EAST, A DISTANCE OF 328.41 FEET;

THENCE SOUTH 42°25'37" EAST, A DISTANCE OF 104.46 FEET;

THENCE SOUTH 88°56'48" WEST, A DISTANCE OF 1124.45 FEET;

THENCE NORTH 01°05'30" WEST, A DISTANCE OF 2645.34 FEET TO THE NORTHERN LINE OF SAID NORTHEAST QUARTER (NE/4);

THENCE NORTH 88°59'58" EAST, A DISTANCE OF 1319.38 FEET ALONG THE NORTHERN LINE OF SAID NORTHEAST QUARTER (NE/4) TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 3,272,072.53 SQUARE FEET OR 75.12 ACRES, MORE OR LESS.

Be, and hereby is, amended from Suburban Residential to General Residential; and

LEGAL DESCRIPTION

A TRACT OF LAND THAT IS A PART OF THE NORTHEAST QUARTER (NE/4), OF SECTION TWENTY-SEVEN (27), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION TWENTY-SEVEN (27);

THENCE SOUTH 88°59'58" WEST ALONG THE NORTHERN LINE OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 986.39 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 04°56'21" EAST A DISTANCE OF 417.97 FEET;

THENCE NORTH 89°00'11" EAST, A DISTANCE OF 392.59 FEET;

THENCE SOUTH 01°06'58" EAST, A DISTANCE OF 904.05 FEET;

City Council Regular Meeting - 17 Mar 2025 Minutes Attachment

THENCE SOUTH 88°51'31" WEST, A DISTANCE OF 753.66 FEET;
THENCE NORTH 01°06'15" WEST, A DISTANCE OF 1322.91 FEET TO THE
NORTHERN LINE OF SAID NORTHEAST QUARTER (NE/4);
THENCE NORTH 88°59'58" EAST, A DISTANCE OF 332.93 FEET ALONG THE
NORTHERN LINE OF SAID NORTHEAST QUARTER (NE/4) TO THE POINT OF
BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 826,626.84 SQUARE FEET
OR 18.98 ACRES, MORE OR LESS.

Be, and hereby is, amended from U.S. 75 Corridor to General Residential.

SECTION 2: That all resolutions or parts of resolutions in conflict herewith be and the same are
hereby repealed.

PASSED AND APPROVED by the City Council of the City of Glenpool on this 17th day of March
2025.

Joyce G. Calvert, Mayor

Attest:

City Attorney

[MUNICIPAL SEAL]

Approved as to Form:

City Attorney

Memo

To: Honorable Mayor and City Council
From: Max Wilson, Deputy Fire Chief
CC: File
Date: 03/24/25
Re: Master Service Agreement with Lexipol

Background:

Lexipol offers online courses and a learning management system that allows us to better track continuing education requirements and professional development.

Documenting these programs and their hour content is vital for capturing detailed information that we submit for ISO evaluations and EMS licensure requirements.

This service agreement has been reviewed and approved of by the City's legal staff.

Staff Recommendation:

Staff recommend accepting the proposal submitted by Lexipol for \$2,846.80

Attachments:

1. Master Service Agreement with proposal



MASTER SERVICE AGREEMENT

Agency's Name: City of Glenpool, Glenpool Fire
Agency's Address: 12205 S. Yukon Ave
Glenpool, Oklahoma 74033

Attention: Deputy Chief Max Wilson

Sales Rep: Rebecca White
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

City of Glenpool, Glenpool Fire

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Lexipol, LLC

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
30	Fire & EMS Learning Platform (12 Months)	USD 96.00	12%	USD 345.60	USD 2,534.40
	Subscription Line Items Total			USD 345.60	USD 2,534.40
1	FireRescue1 & EMS1 Academy Account Set-Up	USD 355.00	12%	USD 42.60	USD 312.40
	One-Time Line Items Total			USD 42.60	USD 312.40
				USD 388.20	USD 2,846.80
				Discount:	USD 388.20
				TOTAL:	USD 2,846.80

Discount Notes

OMAG Discount 12%

Notes

As of May 1, 2024, OMAG Fire Members receive a 12% policy discount.

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 “Agency Data” means all data, information, and content owned by Agency prior to the Effective Date of this Agreement, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 “Agreement” means the combination of the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Custom Agreement Terms” refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 “Effective Date” means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in writing and defined as the “Effective Date.”

1.6 “Initial Term” means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.7 “Lexipol Content” means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.8 “Services” means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the cover page. This Agreement shall renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated by Agency at any time for convenience (including due to lack of appropriation of funds) by providing written notice to Lexipol.¹

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services ordered pursuant to Exhibit A herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

¹ **Note:** Online Services fees are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as they are delivered in full as of the Effective Date. Fees pre-paid for Professional Services may be eligible for offset to the extent such Services have not been delivered.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. **Terms of Service.** The following provisions govern access to and use of specific Lexipol's Services:

5.1 **Online Services.** Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS")², Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services").

5.2 **Professional Services.** Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service.

5.3 **Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 **Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

6. **Intellectual Property.** Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency and its personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol's policy Content may be incorporated into Agency's final policies⁴, including beyond the expiration or termination of this Agreement, but Agency may not create other Derivative Works, share Lexipol Content with third parties, or commercialize Lexipol Content in any way. As used herein, other "Derivative Works" include any work product based on or which incorporates Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol shall have no liability for Agency's creation or use of Derivative Works.

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

³ Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

⁴ NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE OR FINAL PUBLICATION BY AGENCY, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, WILL BE CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

7. **Confidentiality.** Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

8. **Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

9. **Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

10. **General Terms.**

10.1 **Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 **General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 **Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 **Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 **Waiver.** Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 **Notices.** Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



To: Mayor and Council

From: David Tillotson, City Manager

Date: April 3, 2025

Subject: Resolution #2025008

Background:

Resolution #2025008 addresses a legislative bill that will limit Glenpool's ability to dispose of sewer sludge in the future. Oklahoma Senate SB3 establishes a moratorium on land application of "sewage sludge" or "biosolid" material in Oklahoma "one and after July 1, 2027". It prohibits the Department of Environmental Quality from issuing any new permits for the land application of sludge or biosolid material as of the effective date of the bill. The renewal of current, active permits is left to the discretion of the DEQ but requires permit holders to submit a plan to DEQ details how they will be reducing their land application by set amounts over the next two years and how they will ultimately cease all land application of sludge and biosolids.

Note: "Biosolids" means solids separated from liquids during the wastewater treatment process which are treated physically and chemically to produce a semisolid, nutrient-rich product; while "Sewage sludge" means the residual, semi-solid material that is produced as a byproduct of sewage by municipal, commercial, or industrial wastewater treatment plants.

While the design of our new wastewater treatment facility does not anticipate land application, but there are a few reasons why this bill is still important to us. I am outlining those reasons along with additional background information that will shed some light on why the state is considering this ban in the following paragraphs, many of which have been heavily borrowed from Broken Arrow's Public Works Department research and council preparation for a similar resolution.

Over the past few years, the knowledge of the chemicals dubbed as the "Forever Chemicals" PFOS (Perfluorooctane Sulfonate) & PFOA (Perfluorooctanoic Acid) has been evolving and gaining widespread concern across the nation. These chemicals, which are manmade and do not occur naturally in the environment, date their origins to the early 1930's. PFOS and PFOA chemicals are included within a large number of household and commercial products on the market today. This complicates the concerns of their impacts and how to regulate these chemicals.

After years of scientific study, the Environmental Protection Agency (EPA) issued distinct guidance and regulations for PFOS & PFOA within the drinking water standards implemented

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Mayor Joyce Calvert, Ward 3; Vice-Mayor Jacqueline Lund, Ward 4

Tim Fox, Ward 1; Chris Brobst, Ward 2; Shayne Buchanan, At-Large

David Tillotson City Manager, LeaAnn Reed CAO, Joe Wuest COO, Lesli Smith City Clerk

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nationwide. The EPA however, has not issued any regulations for PFOS & PFOA in wastewater biosolids, but has instead issued a draft risk assessment regarding these chemical's potential health impacts to humans. This draft risk assessment is open for public comment and is not a regulation nor EPA guidance in any way. This means that the manner in which PFOS & PFOA within biosolids is regulated is very different from the approach currently being implemented within the drinking water standards. With no formal guidance from EPA, the regulatory environment is being determined at the state level.

With this delegation to the states, multiple states have taken a varying degree of actions thus far with the spectrum being extreme regulation to status quo. For example, the state of Maine has implemented a more non-scientific-based approach through a total ban on all land application of biosolids due to PFOS & PFOA concerns regardless of chemical limits or compositions of the biosolids generated. Michigan, Wisconsin, and Indiana have taken a more science-based approach and have set limits for the chemicals within the composition of the biosolids being applied. Among the states that have not acted on biosolids handling regulations is California, where they have publicly stated that PFAS is not a concern in biosolids. It is important to note that science is continuing to evolve and develop regarding PFOS & PFOA within the environment and waste streams. Each day as the profession learns more about the impacts and how to handle these chemicals, better decisions can be made to deal with them in an economical and practical way. Oklahoma legislators, unfortunately, have followed suit with the state of Maine and have proposed legislation that goes against a science-based approach in the handling of biosolids across the state.

Staff have summarized the following factors for consideration. Some of these factors apply directly to Glenpool while others are applicable to other municipalities across the state. Unfortunately, additional unplanned financial stresses on municipal budgets, especially the larger core cities, will have an impact on everyone's ability to strategically manage growth.

- Loss of operational options – While we do not plan to utilize land application with our new facility it was an option that had been considered. Based on analysis during the design process, we believed utilization of a landfill was the most cost-effective method of disposing of biosolids and sludge. Should landfill costs rise, we anticipated land application would have remained a primary alternative for managing cost increases.
- Increased Rate Payer Burden – With the suspension of land application, the only disposal option will be to haul to a waste landfill location. The cost for Glenpool will be compounded by the fact that we are a small operator compared to the municipalities around us like Tulsa, Broken Arrow and Owasso. Given the limited space for landfills to accept biosolids and sludge there is a concern that we will not be able to utilize local area landfills, which would necessitate higher transportation costs to sites further away. Additionally, with a decrease in available options for disposal, landfills could begin charging higher fees to utilize their site.
- Increased Cost to Current Project – While the City is not currently planning to and apply with the new plant, we will be utilizing this approach in the decommissioning of our current lagoon site. The construction bids for the new wastewater treatment facility included costs for remediation of sludge from the lagoon. We have been in contact with the contractor and subcontractor for this particular portion of the construction project and have been told that the pricing given in the bid called for land application. Should this law go into effect there is a possibility that the subcontractors may attempt to increase their costs to offset any change of their bid.
- Concentrated Landfill Leachate Issues – Landfill leachate is polluted water that forms when rainwater filters through garbage in a landfill, picking up chemicals and toxins along the way. Concentrating all biosolids materials into the landfills, proper systems must be in place to handle

the increased leachate that will potentially contain PFOS & PFOA. It is not uncommon for these leachate discharges to be handled by municipal wastewater services and without additional regulations or legislation this will only compound the PFOS & PFOA issues within the wastewater systems.

- Unintended environmental impacts – Many municipal utilities throughout the state have beneficial use programs where biosolids are repurposed as fertilizers. Properly managed biosolids can be environmentally beneficial to the agricultural and environmental industries, these bills can have negative impacts to both sectors. Due to these biosolids typically being applied within the general vicinity of most plants, it is local agricultural producers that will be impacted fiscally and environmentally.

While there are current permit regulations on PFOS & PFOA within the drinking water standards, there are currently no permit regulations at the federal or State of Oklahoma level regarding PFOS/PFOA in wastewater or industrial pre-treatment processing. Without formal EPA regulation or legislation regulating these chemicals and their introduction to municipal waste streams, it is Staffs' opinion that these proposed bills are premature. Additionally, the reporting and remediation requirements could impose additional regulatory burdens on municipal utilities, requiring more resources and manpower than has been budgeted or allocated. Without proper regulation in place for manufacturers and commercial entities that limit these chemicals upstream of the wastewater treatment plants, any regulation will likely create a direct impact to the rate payers as opposed to a more holistic and shared "equal responsibility" approach.

Staff strongly agree that PFOS/PFOA is a concern and requires attention. We believe however, that crafting regulations for an issue as complex as PFOS/PFOA levels within biowaste and sludge is best done through a science-backed common-sense process.

Staff Recommendation:

Staff recommends that the Council approve Resolution 2025008.

Attachment:

- Resolution No. 2025008

RESOLUTION NO. 2025008

A RESOLUTION OF THE CITY OF GLENPOOL REGARDING PROPOSED STATE-MANDATED RESTRICTIONS OF MUNICIPAL SEWER SLUDGE OR BIOSOLIDS DISPOSAL AND THE CITY OF GLENPOOL'S OPPOSITION TO THE PASSING OF OKLAHOMA SENATE BILL SB003

WHEREAS, the City of Glenpool, and the Glenpool Utility Services Authority (GUSA), its public trust, is committed to protecting the health, safety, and welfare of its residents and those of the state of Oklahoma; and

WHEREAS, the City of Glenpool and GUSA solely own and operate the Glenpool Wastewater Lagoon Treatment Facility and are currently constructing a new wastewater treatment facility; and

WHEREAS, the City of Glenpool and GUSA use and implement effective and efficient sewer sludge and biosolids management techniques that comply with all federal, state, and local rules and regulations and will continue and expand upon these techniques upon completion of the new treatment facility; and

WHEREAS, these sewer sludge and biosolids management techniques more specifically include, or will include, land application and disposal of treated product at a landfill; and

WHEREAS, land application of treated waste byproduct of municipal wastewater treatment operations has been a federally accepted and state-approved safe, and cost-effective option since treatment of wastewater operations commenced; and

WHEREAS, the chemicals known as PFOS (Perfluorooctane Sulfonate) and PFOA (Perfluorooctanoic Acid), collectively and incorrectly referred to as "Forever Chemicals," are synthetic substances that have gained widespread attention due to their commonplace in the environment, their persistence against degradation, and their potential health impacts; and

WHEREAS, the Environmental Protection Agency (EPA) has issued guidelines for PFOS and PFOA regarding drinking water but has only recently released a "draft" risk-assessment for their presence in wastewater sewer sludge and biosolids, thereby leaving state governments to individually determine appropriate regulatory actions; and

WHEREAS, states are generally adopting three (3) main approaches regulating PFOS and PFOA in sewer sludge and biosolids management, more specifically including: (1) "non-scientific" emotional-based approaches based on public opinion, such as total bans on land application; (2) a "scientific" restrictions-based approaches that seek to set certain specific chemical composition limitations on the product supported by scientific evidence; and (3) a "scientific" producer-based approach that seeks to regulate the amount that can be released into a sanitary sewer collection system at the point of discharge to the system; and

WHEREAS, Senate Bill 003 (SB003) proposes a total ban on the land application of any sewage sludge and biosolid material; and

WHEREAS, the passage of these bills would immediately create state-wide hardships and result in the following: (1) funding shortfalls due to increased capital and operational costs for each municipal utility provider, (2) potential landfill capacity availability and sustainability impacts, (3) elimination of beneficial uses generated from the treated waste product, (4) elimination of other

viable alternatives thereby inducing market instability, and (5) infringement upon property-owner rights therefore creating unnecessary legal challenges and unintended consequences to the residents of Glenpool, as well as other Oklahomans; and

WHEREAS, the City of Glenpool supports the “scientific-based” approaches to managing PFOS and PFOA in sewer sludge and biosolids, emphasizing the need to apply “peer-reviewed” scientific evidence in the decision-making process to develop statutes and regulations; and

WHEREAS, the proposed bills, as presented, are seen as misdirected in focus, premature in nature, based on emotional concerns and not scientific evidence, and are contrary to current understandings and positions of proper federal or state authorities regarding this subject matter; and

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

- Formally opposes the passage of Oklahoma Senate Bill 003.
- Urges the Oklahoma State Legislature to reconsider these identified bills and work collaboratively with Oklahoma Department of Environmental Quality and local governments to develop more balanced and effective waste management regulations that are based upon a more comprehensive and scientific-based understanding,
- Directs and requests the City Manager and Mayor to communicate this resolution to the appropriate state legislators and other stakeholders.
- Encourages residents and local businesses to express their concerns regarding these bills to their appropriate state elected officials.

ADOPTED by the Council: April 7, 2025.

Joyce G. Calvert, Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO.826

AN ORDINANCE CREATING A NEW SECTION OF THE CITY CODE OF THE CITY OF GLENPOOL, OKLAHOMA TO BE CODIFIED AS SECTION 1-9E-12 OF CHAPTER 9 OF TITLE 1 OF THE GLENPOOL CITY CODE REGARDING INSPECTION, TESTING AND MAINTENANCE REPORTS FOR FIRE SUPPRESSION, FIRE DETECTION AND LIFE SAFETY EQUIPMENT SYSTEMS; REPEALING CONFLICTING ORDINANCES; CONTAINING A PARTIAL INVALIDITY SAVINGS CLAUSE; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council of the City of Glenpool wishes to establish a procedure for the preparation, furnishing, receipt and maintenance of records and reports on the inspection, testing and maintenance of fire suppression, fire detection, and life safety equipment systems; and

WHEREAS, the City Council wishes to create consistency in procedures in the interest of operational efficiency and furthering public safety.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF GLENPOOL, OKLAHOMA THAT:

Section 1. There is hereby created a new section of law to be codified as Section 1-9E-12 of Chapter 9 of Title 1 of the City Code of the City of Glenpool, Oklahoma, to provide as follows:

SECTION 1-9E-12: INSPECTION, TESTING AND MAINTENANCE REPORTS:

All inspection, testing and maintenance reports related to fire suppression, fire detection and life safety equipment systems that are required to be furnished to the fire department by the fire code shall be electronically forwarded to the fire department using the City's approved online system for inspection, testing and maintenance reporting. Any company doing work on fire suppression, fire detection and life safety equipment systems installed in structures within the City shall be required to register with the City's approved online reporting system and pay any fees assessed in connection with the submission of inspection and maintenance reports. Reports furnished in a manner that does not comply with the provisions of this subsection shall result in the system being deemed non-compliant with the provisions of this Chapter.

Section 2. All prior ordinances in conflict herewith or apparently in conflict shall be and the same are hereby specifically repealed.

Section 3. If any provisions of this ordinance, or of its application to any person or circumstance is declared invalid or unenforceable, as determined by a court of competent jurisdiction, the invalidity or unenforceability shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or circumstance, and to this end, the provisions of this ordinance are severable.

Section 4. This ordinance and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect from and after the date of its final passage, adoption and publication as provided by law.

Section 5. The city clerk is hereby ordered and directed to cause this ordinance to be published as required by law.

Section 6. An emergency is hereby deemed and declared to exist whereby it is necessary for the preservation of the public health, safety and welfare of the inhabitants of the City of Glenpool, Oklahoma that this ordinance shall be in full force and effect immediately from and after its passage, approval and adoption.

PASSED AND APPROVED by City Council of the City of Glenpool, Oklahoma, this ____ day of _____, 2025, by vote on Section Nos. 1 through 5, and then by separate vote on Section No. 6 (the Emergency Clause).

JOYCE CALVERT, MAYOR
CITY OF GLENPOOL, OKLAHOMA

ATTEST:

Lesli Smith, City Clerk
[SEAL]

APPROVED AS TO FORM:

City Attorney

Memo

To: Honorable Mayor and City Council
From: Kyle McMurrian, Fire Marshal
CC: File
Date: 03/24/25
Re: Inspection Reports Online (IROL) Service Agreement

Background:

IROL (Inspection Reports Online) is a third-party inspection, testing and maintenance program. It tracks fire protection system deficiencies and keeps us abreast of any problems, faults or failures that require repair.

Repair companies, doing business in Glenpool, will report to IROL and have an efficient way to document and notify our Fire Marshal's office when repairs are needed and then completed.

This web-based service helps streamline the data to the Authority Having Jurisdiction (AHJ), from both service providers and/or property owners.

The agreement and ordinance have been reviewed and approved by the City's legal staff.

Staff Recommendation:

Staff recommend accepting the proposed service agreement at no cost to the city.

Attachments:

1. IROL Service Agreement
2. Ordinance No. 826



Service Agreement

To: Glenpool Fire Department

Date: 04/01/2025

**Address: 14536 S Elwood Ave
Glenpool, OK 74033**

Project Overview

This AGREEMENT outlines the scope of work, deliverables, pricing, responsibilities, and terms and conditions of the work. This Agreement was made on **04/01/2025** by and between InspectionReportsOnline.net (IROL) and the **City of Glenpool** for use by the **Glenpool Fire Department (FD)** collectively referred to herein as “parties.”

The FD will be implementing IROL’s following solution(s): **Third-Party Reporting**

AGREEMENT ARTICLES and IROL’s Terms and Conditions are attached and incorporated herein to this AGREEMENT. **Attachment A** will take precedence over this AGREEMENT where there is any conflict.

Project Scope

InspectionReportsOnline.net (IROL) is a Software as a Service (SaaS) providing web-based services and solutions that drive prevention, community risk reduction, and life safety efforts.

Our secure and central web-based platform streamlines the processes in which required data and information can be submitted directly to the Authority Having Jurisdiction (AHJ), i.e., FD, from entities such as Service Providers (SP) and/or Property Owners (PO). IROL’s deliverables connect people with information to increase awareness, response, education, and communication to reduce high-risk situations.

Project Scope: Plan Review Activities

Activity	Description
Phase 1:	IROL will provide a detailed Implementation Plan, which includes initial documentation, goals, and timeline of actions to be completed by the AHJ and/or IROL. The checklist will be monitored and modified by IROL.
Phase 2:	IROL will provide training for all entities involved. Training options are determined by written agreement of AHJ and IROL.
Phase 3:	IROL will go LIVE with all entities on a chosen date as determined by the AHJ.

Project Scope: Deliverables, Responsibilities and Timeline

The work and deliverables will be accomplished by a joint effort and communication of IROL, the AHJ, and their staff during the course of this AGREEMENT.

AHJ'S Responsibilities

AHJ will be responsible for:

- It is understood by the parties that IROL generates the majority of its revenue for the **Inspection, Testing & Maintenance (ITM)** program from SP submissions. These revenues allow for IROL to provide its ITM services at no cost to the city. During the term of this AGREEMENT, and any renewal thereof, IROL will not impose a fee on the City for any reports which are filed for locations within the City's jurisdiction, and will not increase the fee imposed on the SP without written consent from the City.
- AHJ will, to the extent it is able via law, ordinance, code, etc., mandate reports submitted within their jurisdiction to be processed through the IROL site. AHJ will make a good-faith effort to inform SPs that inspection reports must be submitted via IROL for all required system inspections.
- If the AHJ is implementing IROL's Fire and Life Safety Risk Assessment, then registration by the Property Owner is required and necessary in order to complete and submit the assessment.
- Committing the necessary resources and management involvement to reasonably support IROL's services.
- Providing IROL with reliable, accurate, and complete information when required to initiate the proposed activities.
- Ensuring that information IROL receives and utilizes is accurate and up-to-date.
- Making timely decisions and seeking required management approvals as needed for the Project to proceed.
- Using the deliverables and ensuring the deliverables meet all parties' requirements.
- Sign-off of IROL inspection review documents at completion of the review.

In addition, IROL shall be entitled to rely on all City's and AHJ's decisions and approvals made before and during the provision of services. Nothing in this AGREEMENT shall require IROL to advise on, evaluate, modify, confirm, or reject such decisions or approvals.

Cost Structure

IROL's Third-Party ITM Reporting and Deficiency Remediation Service is a cost free service for the AHJ.

The per-report fee of **\$24.99** will be assessed to and paid for by the submitting Service Provider (per report fee of **\$19.99** if the Agreement is signed and returned **before** 05/01/2025).

Should onsite training be preferred by client, all related travel and lodging expenses are to be agreed upon in advance by City and IROL.INC. All initial web-based training for AHJ and participating SPs are at no cost.

Assumptions and Additional Information

If any assumptions change or are found to be incorrect, the AGREEMENT may be modified by IROL, after discussion with the FD, and agreement on approach moving forward. All changes will be made by IROL in writing and signed off on by the FD prior to the commencement of any work.

Termination of the Agreement

The term of the AGREEMENT is three (3) years. At term-end, the AGREEMENT will automatically renew for three (3) years, unless terminated. This AGREEMENT may also be terminated without cause by either party upon sixty (60) days prior written notice to the other party. If this AGREEMENT is terminated, IROL shall provide to the FD a complete and up-to-date download of all available archived reports. The parties acknowledge that the City of Glenpool is a municipality and political subdivision of the State of Oklahoma. As such, the City of Glenpool is subject to the fiscal year debt limitations under Article 10, Section 26 of the Oklahoma Constitution, which prohibits the City from obligating its future fiscal year revenues. The parties agree that nothing contained in this AGREEMENT is intended to bind the City's current or future fiscal year revenues.

ACCEPTED

DATE

Jill Cotton – IROL President

Joyce G. Calvert, Mayor

AGREEMENT ARTICLES

Article 1: Website Services Rendered

1.1. IROL, INC. is the legal owner and operator of the website <https://www.InspectionReportsOnLine.net> (the site). The site's function and purpose is to increase code compliance, facilitate communications, enhance organization, and improve efficiencies related to fire and life safety building inspections, and/or additional prevention and community risk reduction efforts. The site is an online, electronic report management system to be used by Property Owners (PO), Service Providers (SP), and the Authority Having Jurisdiction (AHJ). The AHJ will use the IROL platform to collect and store reports and records relating to any inspections or permitting required by state law and local ordinances of alarm, sprinkler and other fire suppression and prevention systems. Nothing in this Agreement shall be construed to require the AHJ or IROL to use or otherwise prepare the site for use to collect and store reports for any non-fire related inspection or permitting documents.

1.2 IROL's Third-Party Reporting may include our Review Department, which assists the AHJ in the overall management and deficiency remediation process.

1.3 IROL offers additional services such as Inspector's Reporting and Pre-Plan, which is an individually priced program based on the estimated number of anticipated fire department inspections.

1.4 IROL's Community Risk Reduction Solutions include Fire and Life Safety Risk Assessments and other growing solutions based on the needs of a community. These services are all optional and standard fees are paid for by the submitting entity.

Article 2: Data Security and Confidentiality

2.1 IROL warrants and represents to the AHJ, that the site is and throughout the term of this agreement will be a secure website with an SSL certification issued by Comodo, an independent Internet security certification company. Site hosting is provided through Microsoft's Azure (azure.microsoft.com) on a dedicated IP address.

2.2 IROL, and its shareholders, and employees, have no association, formally or informally, with any SPs.

2.3 Through the security measures in place for the site, the reports that are filed and maintained through the site will be available only to the AHJ and the SP that filed the report and the owners of the property to which the report relates.

2.4 Except as provided for herein, the reports filed through the website are not accessible by IROL or any of its employees, nor are they accessible by any third parties not expressly authorized by the submitting SP, PO or AHJ. With the AHJ's express written consent, IROL will access reports submitted for the purpose of Initial Reviews, and/or the collection of data needed to support requested analytics. Reports submitted to the AHJ may be subject to state or federal Freedom of Information Acts (FOIA) requests; however, it is the sole responsibility

of the AHJ to determine if the requested documents are subject to disclosure pursuant to said acts.

2.5 Retention of data: All reports submitted through IROL are immediately copied to a backup storage device. Once per day a master file backup is performed. Individual reports, accessed through the PDF viewer by each authorized participant, may be downloaded at the discretion of the user. Periodic, and complete file (all Archived Reports) downloads are available on request. IROL will store indefinitely any data provided to it under this Agreement. IROL may, in its discretion for data efficiency purposes, destroy or otherwise make unavailable data subject to this Agreement with one (1) year notice to the AHJ. Provided that, in no event, shall IROL destroy or otherwise make unavailable to the AHJ any data that is fewer than five (5) years old. In the event that IROL ceases business activities related to the website, each user will be notified in writing ninety (90) days prior to the site termination. Complete downloads of all archived files will be available at no charge.

2.6 IROL understands the confidential nature of information provided in the completion of any reports and agrees that the report originator, the PO, and the AHJ, mutually hold ownership of reports.

Article 3: Hardware, Software Requirements & Firewall/Permission Authorities

3.1 The site is web-based software designed to be compatible with all modern browsers, without the need for additional plug-ins or software to install and configure. There are no hardware or software requirements, or any restrictions other than access to the Internet.

3.2 IROL represents and warrants to the AHJ that the site is secure (SSL certified), and is hosted by a professional T3 hosting site with multiple redundancies and sufficient capacity to provide the services to the AHJ, SPs, and the POs within the jurisdiction.

Article 4: Terms and Conditions

This Agreement and subsequent use of the site are subject to IROL's Terms and Conditions, attached hereto as Attachment A.

Article 5: Governing Law

This Agreement shall be construed and governed according to the laws of the State of Oklahoma.

Article 6: Assignability

This Agreement is assignable by IROL with the written consent of the City, which consent will not be unreasonably withheld. This agreement shall insure to the benefit of and be binding upon the successors and permitted assigns of the parties.

Article 7: Notices:

Unless otherwise notified, written communications between the parties shall be personally delivered or sent by certified mail, return receipt requested as follows:

To: Glenpool Fire Department
14536 S Elwood Ave
Glenpool, OK 74033

To: IROL
1325 Satellite Blvd. Ste 1607
Suwanee, GA 30024

ATTACHMENT A: TERMS AND CONDITIONS

These Terms and Conditions of Use (the "Terms and Conditions") are binding on all persons that access the website located at <https://www.InspectionReportsOnLine.net> (the "Website") without qualifications or exceptions. By entering the Website, the user of this Website (the "User") agrees to be bound by and shall be deemed to have accepted these Terms and Conditions, which the User acknowledges to have read and understood. If the User does not agree to any of the Terms and Conditions, the User may not enter, view or make use of the Website.

The following terminology applies to these Terms and Conditions, including the Privacy Statement and Disclaimer Notice contained herein and any or all Agreements: "Authority Having Jurisdiction," "Property Owner," "Service Provider," "Client," "User," "You" or "Your," refers to you; the person accessing this website and accepting the Company's terms and conditions. "IROL Operations, Inc.," "IROL-LLC.net," "Inspection Reports Online," "Ourselves," "We" and "Us," refers to our Company. "Party," "Parties," or "Us," refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing United States Law. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore referring to the same. The word "Report" only refers to the life safety reports provided by this website.

We reserve the right to make any changes to the Website, its content and/or services offered through the Website at any time, and without notice.

The Website is owned by IROL Operations, Inc. and the User acknowledges that IROL Operations, Inc. or its licensors, are the proprietors of all intellectual property subsisting in, pertaining to, or used on the Website including, without limitation, patents, inventions, copyright, trademarks, goodwill and trade secrets.

IROL recognizes that this Agreement involves interaction with a public entity. Any oral or written information provided to the City, or its employees by IROL, may be subject to public inspection, under the laws of the or State of Oklahoma, other applicable law, and may be subject to records retention laws.

Effective Date

These Terms and Conditions are **effective as of 08/01/2024**. We reserve the right to change them by posting a revision on this website.

Privacy Statement

We are committed to protecting your privacy. Authorized employees within the company, on a need-to-know basis, only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers.

United States Law has created specific offenses for unauthorized actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

Confidentiality

We will not sell, share, or rent your personal information to any third party or use your email address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Information will only be divulged to a third party, if legally required to do so, to the appropriate authorities.

Disclaimer, Exclusions and Limitations

The information on this website is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

- Excludes all representations and warranties relating to this website and its contents, or which is or may be provided by any affiliates or any other third party, including relation to any inaccuracies or omissions in this website and/or the Company's literature; and
- Excludes all liability for Initial Review services outsourced to in-house, or subcontracted qualified personnel by jurisdictions, or other users.

The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Payment

Service Providers: PayPal, all major credit/debit cards as listed along with bankers draft and ACH transfers are all acceptable methods of payment. Our Terms are payment in full at the time a Report is submitted. Services Providers may modify payments on the Registration Profile page by clicking on the link to change your payment method and selecting from the available payment options. If a bank transfer is used as your payment method, you are requesting an electronic transfer from your bank account. For these transactions, IROL Operations, Inc. will make electronic transfers via ACH from your bank account in the amount you specify. You agree that such requests constitute your authorization to IROL Operations, Inc. to make the transfers. Once you have provided your authorization for the transfer, you will not be able to cancel the electronic transfer. IROL Operations, Inc. has the right to resubmit any payment to an authorized payment method that is returned for insufficient or uncollected funds.

Unauthorized Transactions

Service Providers: If, for any reason, you feel that an unauthorized transaction has occurred, or an error has been made on your account please contact IROL Operations, Inc. immediately. An unauthorized transaction is a type of error that occurs when money is sent from your account that you did not authorize and that did not benefit you. In addition, other errors occur when money is either incorrectly taken from your account or when transactions are incorrectly recorded. You are responsible for providing accurate information concerning your account and any information regarding payment methods, account numbers, expiration dates,

and all other data pertaining to your account. IROL Operations, Inc. and its affiliates will not be held liable for any false or misleading information provided by you or your representatives.

Identity Authentication

You are responsible for confirming the accuracy of the information you provide about each payment you send. You authorize IROL Operations, Inc., directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information, requiring you to provide a taxpayer identification number, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying your Information against third party databases or through other sources.

Copyright

All intellectual materials, domain name, and trademarks contained on this Site are subject to the ownership rights of IROL Operations, Inc. and its affiliates. IROL Operations, Inc. hereby authorizes you to make a single copy of the content herein for your use in learning about, evaluating, or acquiring IROL Operations, Inc. services. You agree that any copy made must include IROL Operations, Inc. copyright notice. No other permission is granted to you to print, copy, reproduce, distribute, transmit, upload, download, store, display in public, alter, or modify the content contained on this Site.

Waiver, Choice of Law and Venue

The failure of either party to assert a right hereunder, or to insist upon compliance with any term or condition, will not constitute a waiver of that right, or excuse any subsequent non-performance of any such term or condition by the other party. This Agreement shall be construed and enforced according to the laws of the State of Oklahoma. The exclusive jurisdiction and venue for the resolution of all disputes, or the filing of any lawsuit arising out of, or regarding the Service Agreement, shall be the courts where the AHJ is located.

Force Majeure

IROL Operations, Inc. shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fire, accident, explosion, inability to procure or ship product, or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of IROL Operations, Inc. in the conduct of its business.

These terms and conditions form part of the Agreement between the Client and IROL Operations, Inc. Your accessing of this website and/or your submittal, review, copy, and email of Report(s) indicates your understanding, agreement to, and acceptance of the Disclaimer Notice and the full Terms and Conditions contained herein.

Memo

To: Honorable Mayor and City Council
From: Paul Newton, Fire Chief
CC: File
Date: 03/24/25
Re: Architectural / Construction Services Agreement, Helms & Associates

Background:

As you may remember, the City Council approved funding this year for architectural services relating to the design and future construction of a satellite fire station. In January of 2025, staff selected Helms and Associates as the top submitter to our request for qualifications process.

Helms and Associates have submitted the attached Standard Form of Agreement and Addendum that have been reviewed and approved of by the City's legal staff.

Staff Recommendation:

Staff recommend accepting the proposed service agreement and addendum for a cost not to exceed \$285,000.00.

Attachments:

1. Standard Form Agreement, Helms and Associates
2. Addendum to AIA Document B101-2017

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 17th day of March in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Ctiy of Glenpool, OK
12205 S. Yukon Ave.
Glenpool, OK 74033
Telephone Number: (918)322-5409
Fax Number: (918)209-4611

and the Architect:
(Name, legal status, address and other information)

GSHELMS & Associates, LLC, Limited Liability Company
424 E. Main St.
Jenks, OK 74037
Telephone Number: (918) 298-7257
Fax Number: (918)299-7257

for the following Project:
(Name, location and detailed description)

Glenpool Fire Department - New Fire Station #2

New Fire Station #2 and associated Accessory Storage Building to be constructed on yet to be determined site.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

New Fire Station #3 to be located on yet to be determined site. Fire Station shall have four vehicle bays, bunk rooms, day room, bunker gear locker room, equipment rooms, radio / conference room, Battalion Chief office / bunk room, Captain bunk rooms, Driver bunk room and associated tools, SCBA and mechanical rooms. A separate Accessory Building of 4,000sf shall be included in the project.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To Be Determined

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Initial Budget for new Fire Station and Accessory Building is \$5,750,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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- .1 Design phase milestone dates, if any:

Preliminary Design to be completed by February 28, 2025
Construction Documents to be completed by May 16, 2025, except for documents relating to Site Work and Building Foundations.

- .2 Construction commencement date:

To Be Determined

- .3 Substantial Completion date or dates:

To Be Determined

- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitively Bid in accordance with State of Oklahoma requirements.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not Applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mr. David Tillotson
12205 S. Yukon Ave.
Glenpool, OK 74033

Fire Chief Paul Newton
14536 S. Elwood Ave.
Glenpool, OK 74033

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:

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To Be Determined

.2 Civil Engineer:

Civil Engineering shall be included in Architect's Scope of Work and Fee

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Gregory S. Helms
424 E. Main St.
Jenks, OK 74037

Mobile Number: 918-402-9240
Email Address: greg.helms@gshelms.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Richards & Associates, Inc
Mr. Eron Richards, P.E.
424 E. Main St.
Jenks, OK 74037
Telephone Number: 405-627-9584
Fax Number: 918-299-7257

.2 Mechanical Engineer:

Precision Engineering Group, LLC, Limited Liability Company
Mr. Jeff Jaafar
5809 E. Skelly Dr.
Suite 1100
Tulsa, OK 74135
Telephone Number: 918-749-3000
Fax Number: 918-749-3003

.3 Electrical Engineer:

Precision Engineering Group, LLC, Limited Liability Company
Mr. Peter Hilger
5800 E. Skelly Dr.
Suite 1100
Tulsa, OK 74135

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Telephone Number: 918-749-3000
Fax Number: 918-749-3003

.4 Civil Engineer:

Wallace Design Collective
Mr. Jordan Rodich
123 N. Martin Luther King Jr. Blvd.
Tulsa, OK 74103
Telephone Number: 918-584-5858

.5 Interior Design:

Lindsay Farr Design
Ms. Lindsay Farr
10421 S. Canton Ave.
Tulsa, OK 74137
Telephone Number: 918-810-0448

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not Applicable

§ 1.1.12 Other Initial Information on which the Agreement is based:

Architect's Fee Proposal dated January 14, 2025

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Hundred Thousand Dollars (\$ 100,000) each accident, One Hundred Thousand Dollars (\$ 100,000) each employee, and Five Hundred Thousand Dollars (\$ 500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and One Million Dollars (\$ 1,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to

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exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the

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Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's

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responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Owner & Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Not Applicable
§ 4.1.1.5 Site evaluation and planning	Owner & Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Applicable
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Applicable
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Not Applicable
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Applicable
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Applicable
§ 4.1.1.13 On-site project representation	Not Applicable
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Not Applicable
§ 4.1.1.16 As-constructed record drawings	Not Applicable (Contractor's Requirement)
§ 4.1.1.17 Post-occupancy evaluation	Not Applicable
§ 4.1.1.18 Facility support services	Not Applicable
§ 4.1.1.19 Tenant-related services	Not Applicable
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Owner & Architect
§ 4.1.1.22 Security evaluation and planning	Owner & Architect
§ 4.1.1.23 Commissioning	Not Applicable
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Applicable
§ 4.1.1.25 Fast-track design services	Not Applicable
§ 4.1.1.26 Multiple bid packages	Not Applicable
§ 4.1.1.27 Historic preservation	Not Applicable
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner & Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Not Applicable
§ 4.1.1.30 Other Supplemental Services	Not Applicable

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§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

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- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Unlimited () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Unlimited () visits to the site by the Architect during construction
- .3 Unlimited () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Unlimited () inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Sixty (60) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. These Additional Services would only occur if revisions to the completed construction documents must be revised due to Owner requested changes or changes required by Building Code updates.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private,

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above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. Architect shall coordinate with Owner the scheduling of these services and identification of what services are required.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work,

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and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's

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consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration

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proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

No Termination Fee Required (\$0.00)

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

No Licensing Fee Required (\$0.00)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

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.1 Stipulated Sum
(Insert amount)

Two Hundred Eighty-Five Thousand Dollars (\$285,000.00)
Twenty Percent (20%) of Preliminary and Construction Documents Phases of Fee will be withheld until such time that a site has been selected and related design services may commence.

.2 Percentage Basis
(Insert percentage value)

Not Applicable () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Not Applicable

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly or negotiated sum as required by the Supplemental Services. No Supplemental Services shall be provided without prior written consent of the Owner.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly or negotiated sum as required by the Additional Services. No Additional Services shall be provided without prior written consent of the Owner.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five percent (5 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Preliminary Design Phase	Thirty	percent (	30	%)
Construction Documents Phase	Fifty	percent (	50	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

To be determined upon signing of Architect / Architect's Consultant Agreements

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 ;
- .5 ;
- .6 ;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 ;
- .10 ;
- .11 ;
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Five percent (5 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Not Applicable (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

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§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

% The rate of interest on unpaid amounts shall be equal to the interest on the judgments of the District Courts of the State of Oklahoma as established from time to time but never exceed ten percent (10%) per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Not Applicable

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

Not Applicable

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[Not Applicable] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[Not Applicable] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Not Applicable

This Agreement entered into as of the day and year first written above.

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OWNER (Signature)

Ms. Joyce Calvert, Mayor
(Printed name and title)

ARCHITECT (Signature)

Gregory S. Helms, Chief Executive Manager
(Printed name, title, and license number, if required)

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**ADDENDUM TO AIA DOCUMENT B101-2017
STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND ARCHITECT**

This Addendum, entered into as of the 17th day of March, 2025, by and between the **CITY OF GLENPOOL, OKLAHOMA**, hereinafter referred to as “Owner”, and **GSHELMS & ASSOCIATES, LLC**, hereinafter referred to as “Architect”, is executed simultaneously with and constitutes a part of the Standard Form of Agreement between Owner and Architect, AIA Document B101-2017 (the “Agreement”), covering the following project: Glenpool Fire Department - New Fire Station No. 2 and Accessory Storage Building (the “Project”). The provisions of this Addendum supercede and void all inconsistent provisions in the Agreement and in any prior agreement between the parties for services to be performed hereunder. Where appropriate to the selection of project delivery method, the term “Contractor” may also be deemed to include the “Construction Manager”.

The following section numbers correspond to the numbered sections in the Agreement. If new material is added, the paragraph numbers for those provisions are numbered to be consistent with the format of the Agreement. If a paragraph number appearing in the Agreement does not appear in the Addendum, then no change to that paragraph has been made and the standard provision applies.

1.1.5 Modified. Add the following: *“Procurement shall be by competitive bid pursuant to the Oklahoma Public Competitive Bidding Act of 1974.*

3.5.1 Substituted. *The Architect shall, in accordance with the requirements of the Oklahoma Public Competitive Bidding Act, prepare necessary bidding information including bid notices, bid forms, the conditions of the Contract and the form of Agreement between Owner and Contractor, all subject to the review and approval of Owner and Owner’s counsel. The Architect shall assist the Owner in obtaining competitive bids and in awarding and preparing contracts for construction.*

3.5.2.1 Substituted. *Bidding Documents shall consist of the Bid Notice, Instructions to Bidders, Bid Form, Bidding Requirements, proposed contract forms including general and supplemental conditions, Specifications and Drawings.*

3.5.3 Deleted.

3.6.1.1 Modified. Add the following: *“If the modification of this Agreement creates a conflict between the provisions of this Agreement and the A201, the provisions of this Agreement shall control as it relates to the Architect’s services.”*

3.6.1.3 Modified. Insert the following provision: *“... and terminates at the later of the issuance of a Certificate of Occupancy, if required, or the date the Architect issues the final Certificate for Payment. As a part of Architect’s Basic Services, the Architect shall assist the Owner in the preparation of the final punch list.”*

3.6.2.2 Modified. Delete the first sentence and replace as follows: *“The Architect shall reject Work which does not conform to the Contract Documents unless the Owner agrees to accept such non-conforming Work and executes an appropriate Change Order evidencing such consent.”*

4.2 Modified. Insert the following phrase as indicated: “. . . Except for services required due to the fault of the Architect or when the Owner has not approved or rejects proposed Additional Services by written notice, any Additional Services provided in accordance with this Section 4.2 . . .”.

4.2.1.7 Modified. Insert the following phrase as indicated: “... meeting or hearing *except when required in the performance of the Architect’s Construction Phase Services or Bidding Phase Services.*”

5.3 Modified. Add the following: *“The Owner’s Designated Representative identified in Subparagraph 1.1.7 shall be authorized to act on the Owner’s behalf with respect to the Project consistent with the terms and conditions set forth in this Agreement. The Owner’s Designated Representative is not authorized to amend this Agreement nor may the Owner’s Designated Representative consent to material changes in the Project or bind the Owner to the resolution of claims, disputes or other matters affecting the Owner’s rights and obligations under this Agreement.”*

5.15 Deleted.

8.1 Deleted.

8.2 Deleted.

8.3 Deleted.

8.4 Deleted.

9.4 Modified. Add the following: *“Upon termination by the Owner for cause, the Owner’s non-exclusive license to use the Instruments of Services becomes permanent and irrevocable.”*

9.7 Modified. Add the following: *“The Architect shall cooperate fully with any successor architect employed by the Owner and shall furnish originals or copies of the Instruments of Service and all other drawings, specifications, and documents relative to the Project, including data in electronic format as may be reasonably requested. Reasonable compensation and reimbursement for expenses incurred for the assembly and delivery of such information shall be paid as Additional Services.”*

9.8 Deleted.

10.8 Deleted.

10.8.1 Deleted.

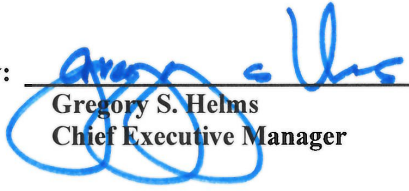
10.10 New. *In any action or arbitration proceeding, including appeals thereof, brought for breach or to otherwise enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to such other relief as may be awarded.*

13.2.4 Add. Exhibit B, Addendum to Agreement of even date.

CITY OF GLENPOOL, OKLAHOMA

GSHELMS & ASSOCIATES, LLC

By: _____
Joyce Calvert
Mayor

By:  _____
Gregory S. Helms
Chief Executive Manager



To: Mayor and Council

From: David Tillotson, City Manager

Date: April 2, 2025

Re: OMAG Trustee Election

Background:

Oklahoma Municipal Assurance Group (OMAG) provides insurance and risk management needs to over five hundred municipalities in Oklahoma. OMAG services are designed specifically for Oklahoma municipalities which comprise its only market. Glenpool participates in the Municipal Liability, Municipal Property, and Workers' Compensation plans.

OMAG is governed by a seven-member Board of Trustees. Each Trustee must be an elected or appointed official of an OMAG Member Municipality. The OMAG Board designs and manages plan coverages with assistance from OMAG staff and outside consultants. The governing bodies of each member municipality are eligible to vote in the election of Trustees to the OMAG Board. The Trustees serve a three-year term.

The attached ballot allows the City to vote for two candidates. Two Trustee terms are expiring, and both incumbents are seeking re-election. Those Trustees are Lindsey Grigg-Moak, City Clerk for the City of El Reno, and Vickie Patterson, City Manager for the City of Broken Bow. The ballot is attached showing the other candidates seeking election to the Board of Trustees.

Staff Recommendation:

Staff recommends casting Glenpool's vote for incumbents Lindsey Grigg-Moak and Vickie Patterson.

Attachments:

- OMAG Trustee Ballot
- Candidate Letters

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Jacqueline Lund, Ward 4

Tim Fox, Ward 1; Chris Brobst, Ward 2; Shayne Buchanan, At-Large

David Tillotson City Manager, LeaAnn Reed CAO, Joe Wuest COO, Lesli Smith City Clerk

www.glenpoolonline.com

BALLOT

OKLAHOMA MUNICIPAL ASSURANCE GROUP

2025 Election of TWO Trustees

For a three-year term starting July-1, 2025

The biographical sketch on the next page for each nominee was written by the person who made the nomination. YOU MAY VOTE FOR TWO (2) NOMINEES by placing a check mark next to their names below.

- ____ Lindsey Grigg-Moak, City Clerk, El Reno (Incumbent)
- ____ Vickie Patterson, City Manager, Broken Bow (Incumbent)
- ____ Karl Burkhardt, City Administrator / Grants Administrator, Stonewall
- ____ Julie Casteen, City Manager, Coweta
- ____ Tim Crissup, Councilman, Waynoka
- ____ Daniel McClure, Mayor, McLoud
- ____ Micheal Shannon, City Manager, Guymon

SIGN AND ATTEST

Ballot cast by the governing body of the municipality of

Signed: _____
Mayor

Attested: _____ Date: _____, 2025
Clerk

FAILURE TO PROPERLY SUBMIT THIS BALLOT WILL INVALIDATE THE BALLOT.

Your Ballot must be received by OMAG no later than *May 15, 2025*, by:

- (1) emailing the ballot to elections@omag.org;
- (2) sending the ballot to OMAG by mail to 3650 S. Boulevard, Edmond, OK 73013; or
- (3) sending a facsimile of the ballot to OMAG at (405) 657-1401.

SEE REVERSE FOR BIOGRAPHICAL SKETCHES

BIOGRAPHICAL SKETCHES

LINDSEY GRIGG-MOAK (Incumbent) Lindsey is the City Clerk for El Reno. She has worked in municipal government for 17 years. Grigg-Moak handles media/marketing for OMCTFOA, is the WiMG President and serves as a Director for the National Association of Public Treasurers. Lindsey is the current Vice-Chairman on the OMAG Board, serving 4 years. (El Reno participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

VICKIE PATTERSON (Incumbent) Vickie is the City Manager for the City of Broken Bow. Vickie has worked in municipal government for 28 years. She received the Gerald D. Wilkins City Manager of the Year in July 2023. Patterson is an active Board Member on Oklahoma Municipal Assurance Group (OMAG) board for 7 years. (Broken Bow participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

KARL BURKHARDT Since 2017, Karl Burkhardt serves the Town of Stonewall as City Administrator/Grants & Finance Manager. Karl has a heart for small, rural Oklahoma towns, holding the Towns East seat on the OML Board of Directors. His expertise provides solutions for all towns with organizational and funding challenges and needs. (Stonewall participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

JULIE CASTEEN Julie Casteen is the City Manager for Coweta and has been with the City for eight years. Julie has worked for several municipalities throughout her career as Finance Director, Budget Manager, and HR Director. She has an MBA and BS in Biology. Julie is active on local boards and nonprofits. (Coweta participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

TIM CRISSUP My name is Tim Crissup, I'm a retired teacher, football coach, and volunteer firefighter. I have been a council member for 30+ years at the City of Waynoka. I have always been interested in the community and how to make it a better place for our children. (Waynoka participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan)

DANIEL McCLURE Daniel has served as Mayor of McLoud, Vice-Mayor/City-Councilman in Midwest City, General Counsel for the Oklahoma Municipal League, and as a municipal attorney and prosecutor for several Oklahoma municipalities. Daniel has advocated for strong communities for more than a decade and wants to continue to help build strong municipalities statewide. (McLoud participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

MICHEAL SHANNON Mike Shannon, born and raised in the Oklahoma Panhandle has dedicated over 45 years of his life to public service. Currently City Manager for Guymon, he has been instrumental in shaping local policies and advocating in state and federal government to benefit the quality of life for generations to come. (Guymon participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)



City of Broken Bow
Public Works Authority
Kulli Chito Environmental Authority



March 3, 2025

Re: Your Support Matters Re-Elect Vickie Patterson to the OMAG Board.

Dear Mayor, Council Members, City Manager and City Clerk:

I am honored to have served on the (OMAG) Oklahoma Municipal Assurance Group's Board of Trustees since August 2018, and I am asking for your support as I seek re-election.

I began my career with the City of Broken Bow in 1997. I worked my way up the ladder over the past 27 plus years, starting out as the Landfill Secretary, the Public Works Billing Clerk, City Clerk for 6 years, and for the past 13 1/2 years as City Manager. It has been an honor to get to know and work with OMAG's team over the years for our city's insurance needs. Broken Bow participates in OMAG's general liability, property, and workers compensation plans.

My experience as City Manager and as City Clerk has taught me that municipal budgets are tight. That is why I fully support OMAG's grant programs that help purchase much needed equipment, such as police body worn cameras and public works safety equipment. OMAG also provides scholarships to many conferences and educational opportunities allowing our municipal employees access to education that city and town budgets might not permit.

I would greatly appreciate your vote and support in this election. If you have any questions please don't hesitate to reach out.

Thank you for your time and consideration.

Respectfully,

Vickie Patterson

City Manager, Broken Bow

www.cityofbrokenbow.com

citymgr@pine-net.com

1-580-580-2282 office

1-580-236-0352 cell



210 N. Broadway Street • Broken Bow, OK 74728

Phone: (580) 584-3407 • (580) 584-2282 • (580) 584-2885 • Fax: (580) 584-6898

TDD 800-722-0353 • TTY 800-522-8506/voice or 711 • Web: www.cityofbrokenbow.com

The City of Broken Bow is an Equal Opportunity Provider and Employer.

In accordance with Federal law and the U. S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S. W. Washington, D. C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD)

Candidate Letter – Daniel McClure Jr.

Dear Municipal Members of the Oklahoma Municipal Assurance Group (OMAG),

I am writing to respectfully request the City/Town's support for my candidacy for election to the OMAG Board. With a deep-rooted passion for strengthening local communities and extensive experience in municipal governance, I believe I am well-suited to contribute to the mission of OMAG.

Presently I live in McLoud with my wife Stormy and three small kiddos. I love what living in a close knit community and small town atmosphere brings to our family and I want to help other communities across the State to continue to have strong communities that we all love and are proud of!

Over the past decade, I have devoted myself to advocating for robust and responsive local governments. My journey began on the local parks board and progressed through various elected and appointed positions, including serving as Mayor of McLoud as well as the Vice-Mayor and City Councilman in Midwest City. Previously, I have also served as the General Counsel for the Oklahoma Municipal League as well as a municipal attorney for numerous local governments statewide. I have focused my efforts with the aim of fostering strong and resilient communities.

My educational background includes a Juris Doctorate from Oklahoma City University School of Law, where I graduated Cum Laude as a Hatton W. Sumners Scholar, a Masters in Public Administration from the University of Oklahoma, and dual Bachelors degrees in Economics and Political Science from the University of Central Oklahoma.

I am committed to the belief that the government closest to the people is the most responsive and effective. My experience working on successful economic development projects, serving as legal counsel on numerous complex legal municipal issues, as well as chairing various special projects has equipped me with the skills and insights necessary to support the varied needs of Oklahoma municipalities. I am eager to bring my experience and vision to the OMAG Board.

I respectfully ask for your support and vote in this upcoming election. Together, we can continue to build strong municipalities throughout the State of Oklahoma. Thank you for your consideration!

Sincerely,



Daniel McClure Jr.
Mayor of McLoud Oklahoma

Welcome to McCloud
Est. 1895
"Blackberry Capital of the World"

Mayor Daniel McClure Jr.

Candidate for OMAG Board of Trustees





To: Mayor and Council, City of Glenpool
From: David Agbetunsin, City Engineer

Date: April 7, 2025

Re: Discussion and possible action to approve, deny, or amend an extension of the Temporary Construction Easement Agreement between the City of Glenpool and Danny and Karen Barrett, to support construction of the Glenpool Wastewater Treatment Facility and related improvements near the easement property.

Background:

The City of Glenpool acquired a 2.99-acre parcel for the purpose of constructing an access road to the WWTF on March 24th, 2025. Thereafter the contractor gained access to the property and construction of the access road is underway. The road is expected to be ready for construction traffic within approximately one month, necessitating an extension of the Temporary Construction Easement (TCE) agreement with the adjacent landowners, Danny and Karen Barrett (Barretts)

The temporary easement property is located at 137 E Glenpool Blvd, Glenpool, OK 74033.

Agreement Terms:

Following discussions with the Barretts, the City proposes to extend the TCE through April 30, 2025, offering compensation in the amount of \$4,000 for continued access during this period. This expense will be funded through ARPA funds under account #06-6-18-6235.

The TCE grants the City non-exclusive use of the easement area for vehicular and pedestrian ingress and egress related to construction activities, as outlined in the agreement.

Staff Recommendation:

Staff recommend that the City Council approve the Temporary Construction Easement (TCE) Agreement with Danny and Karen Barrett, the landowners, to support the construction of the Glenpool Wastewater Treatment Facility project and related infrastructure improvements.

Attachments:

- Temporary Construction Easement Agreement
- Original Agreement

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Jacqueline Lund, Ward 4

Tim Fox, Ward 1; Chris Brobst, Ward 2; Shayne Buchanan, At-Large

David Tillotson City Manager, LeaAnn Reed CAO, Joe Wuest COO, Lesli Smith City Clerk

www.glenpoolonline.com

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT EXTENSION

This Extension Agreement ("Extension") is entered into as of April 1, 2025, by and between Danny L. Barrett and Karen Barrett, whose legal address is 137 E Glenpool Blvd S, Glenpool, OK 74033 (collectively, the "Grantors"), and the City of Glenpool, a statutory municipality of the State of Oklahoma, whose address is 12205 S. Yukon Avenue, Glenpool, OK 74033 ("City" or "Grantee") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into that certain Temporary Construction Easement Agreement dated February 3, 2025 (the "Original Agreement"), granting the City temporary, non-exclusive access and use of certain real property described in *Exhibit A* of the Original Agreement (the "Temporary Easement Property") to facilitate the construction of the Glenpool Wastewater Treatment Facility project and related improvements (the "Project");

WHEREAS, the Original Agreement included an option for the City to extend the Temporary Construction Easement for an additional thirty (30) days, through April 30, 2025, by providing written notice to the Grantors;

WHEREAS, the City desires to exercise this extension option, and the Grantors have agreed to accept continued use of the Temporary Easement Property in exchange for additional consideration;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Extension of Easement Term:

The term of the Temporary Construction Easement is hereby extended to **April 30, 2025**.

2. Consideration:

In consideration for the extension of the easement, the City shall pay the Grantors the sum of Four Thousand Dollars (\$4,000.00).

3. Continued Effectiveness:

Except as expressly modified by this Extension, all terms, conditions, and obligations set forth in the Original Agreement shall remain in full force and effect.

4. Entire Agreement

This Extension, together with the Original Agreement, represents the entire agreement between the Parties with respect to the subject matter herein and supersedes any prior oral or written understandings.

IN WITNESS WHEREOF, the Parties have executed this Extension Agreement as of the date first written above.

GRANTORS:

Danny L. Barrett

Karen Barrett

GRANTEE:
City of Glenpool

By: _____
David Tillotson
City Manager, City of Glenpool

STATE OF OKLAHOMA
§
COUNTY OF TULSA
§

This instrument was acknowledged before me on this _ _ day of April, 2025, by David Tillotson, City Manager of the City of Glenpool, for and on behalf of the City.

Notary Public, State of Oklahoma
My Commission Expires: _____
[SEAL]

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this “Agreement”) is entered into this 3rd day of February, 2025, by **BARRETT, DANNY L and KAREN** whose legal address is 137 E Glenpool Blvd S, Glenpool, OK 74033 (collectively, the “Grantors”), and the **CITY OF GLENPOOL**, a statutory municipality of the State of Oklahoma, whose address is 12205 S. Yukon Avenue Glenpool OK, 74033 (“City” or “Grantee”) (collectively, the “Parties”).

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and the further consideration of the covenants and agreements set forth below, Grantors hereby sell, convey, transfer, and deliver to the Grantee, its affiliates, contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors and assigns, a non-exclusive Temporary Construction Easement (the “Temporary Construction Easement”) for the real property described in **Exhibit A**, a copy of which is attached and incorporated by this reference (the “Temporary Easement Property”), to facilitate the City’s construction of the Glenpool Wastewater Treatment Facility project and other related improvements in the vicinity of the Temporary Easement Property (the “Project”).

This Temporary Construction Easement is granted in accordance with, and subject to, the following terms, conditions, requirements, and limitations:

1. The Temporary Construction Easement is granted for vehicular and pedestrian ingress and egress to and from the Temporary Easement Property and for Grantee’s use to do all things reasonably necessary to construct and install the Project including, but not limited to, the transport, stockpiling and storage of construction materials, soil, equipment and vehicles. Grantee shall construct a temporary fence on the North side of the Temporary Easement Property, separating it from the rest of the Grantors’ land. Upon expiration of the Temporary Construction Easement, the Grantee, at its sole cost and expense, shall restore the Temporary Easement Property to substantially the same condition it was in prior to Grantee’s use. Grantee shall not leave any rubbish or debris on or about the Temporary Easement Property. Grantee shall remove, at its sole cost, the temporary fence installed on the Temporary Easement Property prior to or upon the expiration of this Agreement. The term of this Agreement shall begin upon the date of mutual execution hereof and shall extend until March 31, 2025. Grantee may, at its sole option, extend the Temporary Construction Easement Agreement for one (1) additional thirty (30) day period (or until April 30, 2025) by giving written notice to Grantors on or before March 14, 2025, at Grantors’ legal address, 137 E Glenpool Blvd S, Glenpool, OK 74033.

2. To the extent allowed by law, the City shall indemnify and hold the Grantors harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the City and its affiliates, contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors and assigns thereof, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Grantors.

3. Grantors covenant and agree that they are the fee owners of the Temporary Easement Property and that they have the authority to grant this Temporary Construction Easement to the City.

4. The City and its contractors shall be responsible for any damage to the Grantors’ property caused by the actions or negligence of the City, its agents, or its contractors. The City shall maintain or require its contractors to maintain appropriate liability insurance to cover any such damage, and evidence of this insurance shall be provided to the Grantors upon request.

5. Grantors reserve all rights attendant to their ownership of the Temporary Easement Property, including but not limited to the use and enjoyment of the Temporary Easement Property for all purposes not inconsistent with the terms and conditions of this Agreement, including ingress and egress to the barn structure north of the Temporary Easement Property.

6. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

7. The terms of this Agreement shall be binding upon Grantors, and Grantors' heirs, personal representatives, successors and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

8. The Temporary Construction Easement shall not be filed of record and that all rights conveyed to the City of Glenpool by this instrument shall terminate upon the expiration of the term of this Agreement, as set forth in paragraph 1.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

GRANTORS:

Danny L. Barrett
Danny L. Barrett

Karen Barrett
Karen Barrett

GRANTEE:

CITY OF GLENPOOL

By: David Tillotson
David Tillotson
City Manager, City of Glenpool

STATE OF Oklahoma §

§

COUNTY OF Tulsa §

This instrument was acknowledged before me on this the 3rd day of February, 2025, by David Tillotson as the City Manager of the City of Glenpool, Oklahoma, for and on behalf of the City.

WITNESS my hand and official seal.

My commission expires: 10-11-2026
[SEAL]

Lesli Smith
Notary Public, State of Oklahoma

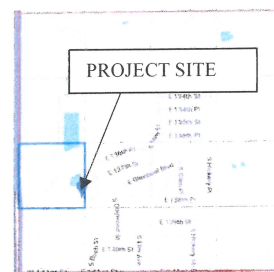
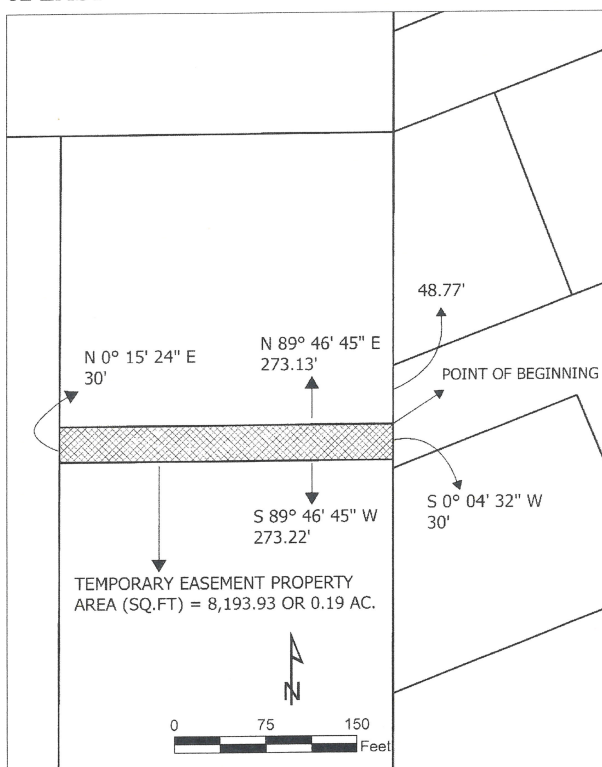


EXHIBIT "A"

GRANTOR: BARRETT, DANNY L AND KAREN

LEGAL: PRT W/2 SW BEG 667N & 220W & 396N SECR W/2 SW TH N617 E220 S617 W220

POB SEC 11 17 12 3.116ACS. LOCATED IN SECTION 11, TOWNSHIP 17 NORTH, RANGE 12 EAST



VICINITY MAP

A temporary construction easement begins at the point of beginning, located at the southwest corner. From this point:

- It extends **S0°04'32" W** for **30 feet**,
- Then extends **S89°46'45" W** for **273.22 feet**,
- Followed by **N0°15'24" E** for **30 feet**,
- Finally, it extends **N89°46'45" E** for **273.13 feet**, returning to the point of beginning.

The temporary easement property area is 8,193.93 square feet or 0.19 acres, more or less.



April 7, 2025

Honorable Mayor and Members of the City Council,

The proposed budget for Fiscal Year 2025-2026 is submitted for your review and consideration. This budget has been prepared and is presented in accordance with the Oklahoma Municipal Budget Act and includes the required budgets for all funds under the control of the City of Glenpool and its trust authorities.

Over the past year, sales and use tax growth on a month-to-month basis have been volatile, but on the whole the City has continued to realize an increase in these revenues. Year-to-date sales tax has increased 2.69% from the same period last year. Given the continued uncertainty in the national and regional economy, we have chosen to budget sales and use tax conservatively for the upcoming fiscal year. As such, the proposed sales tax budget is based on an increase of one percent over projected current year actuals. The growth in revenue, as well as our staff's ability to effectively manage costs across our major funds, has continued to result in increased fund balances.

The proposed FY 2025-2026 budget includes Satisfactory Performance Increase (SPI) raises for the Fire Department as required in the Collective Bargaining Agreement, a 1% increase to Police pension contributions, effective July 1, 2025 per SB 102, and SPI raises for the Police Department in anticipation of a new Collective Bargaining Agreement. Additionally, as in recent years, we are budgeting for one-time capital needs in FY 2025-2026 from the projected growth in fund balance from the current fiscal year. Lastly, in view of the ongoing Police Department Collective Bargaining negotiations, ongoing health insurance negotiations, and the minimal growth in sales tax, the City will continue to evaluate raises for non-union employees, personnel requests, and additional capital requests as more costs become known over the next month.

Sincerely,

Josh Brannon
Finance Director

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

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David Tillotson City Manager, LeaAnn Reed CAO, Joe Wuest COO, Lesli Smith City Clerk

www.glenpoolonline.com

**CITY OF GLENPOOL, OKLAHOMA
NOTICE OF PUBLIC HEARING
APRIL 7, 2025 at 6:00 P.M.
12205 S YUKON AVE, 3RD FLOOR
PROPOSED FY2025-2026 BUDGET**

The City of Glenpool, the Glenpool Utility Services Authority and the Glenpool Industrial Development Authority will hold a joint public hearing on April 7, 2025 at 6:00 P. M. on the 3rd Floor at 12205 S. Yukon Ave, Glenpool, OK for the purpose of advising the public of the proposed budget for the fiscal year beginning July 1, 2025.

The following is a preliminary summary of the proposed budget for Fiscal Year 2025-2026. The proposed budget is available for public inspection at the office of the City Clerk, 3rd Floor 12205 S. Yukon Ave., during normal business hours.

OPERATING FUND BUDGET			
	<u>Revenues</u>	<u>Expenditures</u>	<u>Transfers In (Out)</u>
General Fund	15,001,551		(2,967,797)
General Government		1,826,257	
Animal Control		176,189	
Police		2,890,078	
Dispatch		705,124	
Fire		2,934,213	
Emergency Management		81,300	
Development Services		564,546	
Engineering		379,737	
General Administration		764,249	
Streets & Parks		1,712,061	
Capital Improvement Fund	66,864	7,600	64,878
ARPA Fund	31,703,164	31,703,164	-
Park & Rec Fund	23,570	720	-
Hotel/Motel Fund	271,658	2,150	(269,508)
Streets & Infrastructure Fund	965,896		-
Capital Expenditures		-	
Water and Sewer		-	
Streets and Infrastructure		500,000	
General Administration		6,486	
Public Safety Capital Fund	1,190,848		-
Police		392,135	
Fire		134,500	
Public Safety Personnel Fund	1,743,768		-
Police		763,483	
Fire		1,232,970	
Glenpool Utility Services Authority:	6,852,464		2,678,919
Water Distribution		4,325,206	
Utility Billing		461,781	
Sewer Operations		587,925	
Refuse		930,500	
Stormwater		187,000	
Glenpool Industrial Development Authority:	713,102		493,508
Conference Center		438,760	
Tax Increment Financing		491,000	
Economic Development		222,333	
Debt Service		3,624,618	
Total Operating Fund Budget	\$ 58,532,886	\$ 58,046,085	\$ -