



NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on May 4, 2020, via Zoom video conference. Council members will not be present in person. **TO JOIN MEETING:**

- **By computer/iPad:**
<https://us02web.zoom.us/j/81521476228pwd=RU9rMVJ2eFcxODZqczdlanNuVDRyUT09>
Meeting ID: 815 2147 6228 | Password: 564867
- **By phone:** 1-253-215-8782 OR 1-301-715-8592 Meeting ID: 815 2147 6228 | Password: 564867

The City Council welcomes comments from citizens of Glenpool who wish to address any item on the agenda. Speakers are required to complete the Request to Speak form located on our website: Cityofglenpool.com and email it to the City Clerk: Wknight@cityofGlenpool.com PRIOR TO 6:00 PM May 4, 2020.

AGENDA

	Page
A) Call to Order - Timothy Lee Fox, Mayor	
B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Timothy Lee Fox, Mayor	
C) Invocation – Jason Yarbrough, First Baptist Church	
D) Proclamation Honoring Retired Volunteer Firefighter Nicholas “Jocko” Radford - Timothy Lee Fox, Mayor	
1) PROCLAMATION.Volunteer Firefighter	4
E) Community Development Report – Lynn Burrow, Community Development Director	
1) Community Development Director's Report 05 04 20	5 - 10
F) Treasurers Report – John Gonsalves, Finance Director	
1) MARCH TREASURER'S REPORT	11 - 27
G) City Manager Report – David Tillotson, City Manager	
1) CM Report.05042020 (003) COVID Charts	28 - 38
H) Mayor Report – Timothy Lee Fox, Mayor	
I) Council Comments	
J) Public Comments	
K) Scheduled Business	
1) Discussion and possible action to approve minutes from March 17, 2020, and April 6, 2020 meetings. (Wendy Knight, City Clerk) City Council Regular Meeting - 17 Mar 2020 - Minutes - Html	39 - 54

[City Council Regular Meeting - 06 Apr 2020 - Minutes - Html](#)

- 2) Discussion and possible action to reappoint Shayne Buchanan and Samantha Martin to the City of Glenpool Planning Commission and the Board of Adjustment for a term ending on May 8, 2023.
(Timothy Fox, Mayor)
- 3) Discussion and possible action to recommend to Tulsa County Board of Commissioners that Trustee Timothy Fox should be reappointed to the GEMS Board for an additional five-year term, expiring May 31, 2025. 55
(Susan White, GEMS District Administrator)
[GEMS BD APPT_Fox.2020](#)
- 4) Discussion and possible action to nominate 3 candidates to the OMAG Board of Trustees. 56 - 58
(Susan White, Assistant City Manager)

[OMAG.Trustee.Election.Staff.Report_2020](#)
[OMAG Ballot2020pdf](#)
- 5) Discussion and possible action to approve the Coronavirus AID, Relief and Economic Security (CARES) Act amendment to the City of Glenpool Nationwide 457(b) Retirement Plan. 59 - 61
(Susan White, Assistant City Manager)
[Staff Report 457\(b\) Amendment](#)
[Nationwide Plan Sponsor Election Form](#)
[Pension Solutions CARES Act](#)
- 6) Discussion and possible action to authorize release of a certain Irrevocable Standby Letter of Credit, No. 2019664179, issued by Prime Bank of Edmond in the amount of \$31,400.00 to secure performance by Park 151 CS LLC, of the installation of a certain public sanitary sewer line designed and installed to serve **Park 151 Addition** located at the Northeast corner of 151st Street and Elwood Ave in Glenpool as a condition for the City's release of final subdivision plats for recording purposes. 62 - 65
(Lynn Burrow, Community Development Director)
[Release of LOC Project 151](#)
- 7) Discussion and possible action to approve and accept a General Utility Easement Dedication from ET&T Landholdings LLC, for a certain tract of land located within a part of **Lot 1, Block 2 of South 75 Business Park: Phase III Addition**. 66 - 72
(Lynn Burrow, Community Development Director)
[Utility EasementAcceptance - S 75 Business Park54](#)
- 8) Discussion and possible action to approve the Contract Bid received from Dunham's Asphalt Services, Inc. for Phase II of the Warrior Road Rehab Project in a total amount not to exceed \$695,831.00, to be funded from the current account balance remaining in the FY 2019/20120 Budget under Item No.50-6-14-6360: Street Improvements, and to authorize the City Manager to execute the same. 73 - 107
(Lynn Burrow, Community Development Director)
[Warrior Road Rehab Phase II Bid Acceptance](#)
- 9) Discussion and possible action to approve an amendment to the FY2019-2020 budget for \$559,422.00 to cover the cost of the Warrior Road Phase II Project, and a transfer in the amount of \$559,422.00 from Account 01-3001 to 50-6-14-6360, to adjust the budgetary appropriations. 108 - 110
(John Gonsalves, Finance Director)

[Final Warrior Road Transfer](#)

- 10) Discussion and possible action to approve FY2019-2020 budget transfers. 111 - 112
(John Gonsalves, Finance Director)

[FINAL ANNUAL TRANSFERS 1](#)

- 11) Discussion and possible action to approve the Employee Benefits Package for FYE 2021. 113 - 120

(David Tillotson, City Manager)

[Staff Report - Benefits Renewal](#)
[Benefit Renewal.Final.04222020](#)

- 12) Discussion and possible action to enter into Executive Session for the purpose of conferring on matters pertaining to economic development, including the possible transfer of property, financing or the creation of a proposal to entice a business to locate within the City of Glenpool, because public disclosure of the matter to be discussed would interfere with the development of products or services and would violate the confidentiality of the business, pursuant to 25 O.S. § 307.C.10. (Open Meeting Act).

(David Tillotson, City Manager)

- 13) Discussion and possible action to reconvene in Regular Session.
(Timothy Lee Fox, Mayor)

L) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on May 1, 2020, by 4:00pm.

Signed: Wendy Knight

City Clerk

Glenpool City Council

Glenpool, Oklahoma

PROCLAMATION

IN POSTHUMOUS RECOGNITION OF

***Retired Volunteer Firefighter
Nicholas “Jocko” Radford***

WHEREAS, Retired Volunteer Firefighter Nicholas “Jocko” Radford served the Glenpool Fire Department for twenty years. His career with the Department began on May 8, 1980 and continued until his retirement on May 8, 2000; and

WHEREAS, Glenpool has relied heavily on the assistance of volunteers throughout the years to strengthen the firefighting services to the community; and

WHEREAS, through his years of service with the Department, Jocko exhibited valued characteristics of honor, integrity, truthfulness and mentorship to his brothers in the fire service as well as members of the community; and

WHEREAS, his legacy with the Glenpool Fire Department will live on through his son Captain Troy Radford; and

WHEREAS, his name will be forever memorialized on the Glenpool Fire and Police Memorial which resides on the grounds of the Glenpool Public Safety Building.

NOW, THEREFORE, the Mayor and City Council of Glenpool Oklahoma do recognize his dedicated service to the citizens of Glenpool, and further extend our appreciation and condolences to the family of:

***Retired Volunteer Firefighter
Nicholas “Jocko” Radford***

Signed this 4th day of May 2020.

Timothy L. Fox, Mayor



COMMUNITY DEVELOPMENT DIRECTOR'S REPORT

To: Honorable Mayor and Glenpool City Councilors

From: Lynn Burrow, PE

Community Development Director

Date: May 4, 2020

This report summarizes development improvement related activities within the City of Glenpool, documenting: (1) major public and private projects in the design process; (2) approved projects under construction, (3) current Planning Department items being processed; (4) Building and Field Inspection Department activities, and; (5) Code Enforcement Department cases within the City of Glenpool:

I. CURRENT CITY OF GLENPOOL PUBLIC IMPROVEMENT PROJECTS

A. WARRIOR ROAD REHABILITATION PROJECT; PHASE II

- The second phase of this overall street rehabilitation project was placed out to public bid on April 1st. The advertised bid included a Pre-Bid meeting that was held April 17th and final bids were accepted and read on April 24th. The bid results indicate there is a likely successful Bidder on this project and a proposed construction contract with the recommended contractor has been submitted to the Council for consideration and approval at the May 4th Council meeting. Assuming Council approval of the apparent successful Bid and authorization to enter into a construction contract with the successful Bidder, actual field work will commence during the week of May 4th. The construction contract will have a 75 calendar-day duration from Notice to Proceed thru Final Completion. Barring inclement weather, this work schedule will accommodate a full completion several weeks prior to the August 15th start date for the 2020/2021 school year.

II. CURRENT PRIVATE CONSTRUCTION ACTIVITY WITHIN THE CITY:

A. ELM POINTE II RESIDENTIAL ADDITION: 141ST STREET AND MADISON AVENUE

- The approved final subdivision plat was recorded in December.
- Currently, there are fourteen (16) active residential building permits within this addition.

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Joyce Calvert, Brandon Kearns, and Jacqueline Lund
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight
www.glenpoolonline.com

B. BROOKOVER CORNER I & II: COMMERCIAL ADDITION - 151ST STREET & BROADWAY AVENUE

- This commercial project is located along north side of State Highway 67 (151st Street) extending from 151st Street to approximately 148th Street and has been developed and completed under the terms and conditions specified in the TIF District Agreement approved for this project.
- Casey's General Store project is fully complete and is in operation as the first to do so inside this development.
- A Sherwin/Williams Paint Store outlet facility has been approved for construction on a newly created lot (lot split) in the Addition. The facility is under construction currently with a predicted completion date in August.

C. GLEN HILLS: BLOCKS 7 THRU 11 (PHASE I): RESIDENTIAL ADDITION - 141ST STREET & IROQUOIS AVENUE

- Currently, there are a total of twenty four (24) residences under construction in this addition in various stages of completion.

D. THE PINES: RESIDENTIAL ADDITION – 141ST STREET & IRONWOOD AVENUE

- Currently, there are eight (8) residences under construction in this addition in various stages of completion.

E. SCISSORTAIL RESIDENTIAL ADDITION: 151ST STREET & POPLAR STREET

- Site development improvement construction on the Phase I portion of the project started in July, 2019 and is anticipated to be complete in August , 2020

F. PARK 151 ADDITION:

- This Commercial development project is located at the northeast corner of State Highway 67 (151st Street) and Elwood Avenue.
- The site grading and utility service construction started in July, 2019 and is projected to be complete in July, 2020.
- Construction on all seven (7) individual buildings started in October, 2019 and will continue through July, 2020.

G. ASHTON/GRAY RETAIL CENTER:

- This Commercial Development project is located at the southwest corner of the 121st Street and Yukon Avenue consisting of a multi-tenant building structure supported by various on-site parking lot and access drive improvements.
- The building permit for this project was issued in August, 2019 and the Developer is estimating project completion in June, 2020.

H. CHICK - FIL - A:

- This Commercial Project in Southwest Crossroads Addition was approved for construction and a Building Permit issued on March 1st, 2020.
- The construction duration was originally estimated to be 150 calendar days yielding an approximate completion date of August 1st.

I. MAMMOTH LUXURY GARAGE CONDOMINIUMS:

- This project is located at the northeast corner of 166th Street and Broadway Avenue on a tract of land being a part of Lot 1, Block 2, South 75 Business Park: Phase III.
- The project consists of the construction of three individual condominium type building structures having a total of 35 individual units for the indoor storage of RV type vehicles having integrated living units.
- Currently, the site plan for the project as well as the supporting construction documents for the site improvements have been approved for construction.
- Site grading and erosion control for this project are currently under construction awaiting building permit submittal and processing for the actual building structures.

III. CURRENT PLANNING DEPARTMENT AND PLANNING COMMISSION ACTIVITIES:

A. ZONING

- **GZ 276:** application to rezone a 6.83-acre site from CG (commercial general) to RM-2 (multi-family medium density). The site is a part of Lot 3, Block 3 of the Montapp Addition, located just south of W. 121st Street S. (OK SH 117) and 0.50 miles west of US Hwy. 75. Jeff Hilst for Grandview Heights Apartments - applicant | Montapp Development, LLC - owner

B. LOT SPLIT

- **GLS 246:** application for lot split creating a 4.30-acre tract of land zoned RM-2 (multi-family medium density) from a 30.5-acre tract of land zoned RS-3 (single family high density) and CG (commercial general) generally located on the south side of W. 161st Street South just west of US Hwy. 75. Ralph F. Schroeder - applicant | Eagle I Investments LLC - owner

C. SUBDIVISION PLAT APPLICATIONS PENDING REVIEW:

- **PRELIMINARY SUBDIVISION PLAT, GLENPOOL TOWNE CENTER**
Application for Preliminary Plat, Glenpool Town Center a 37.57-acre six (6) lot development generally located north of 156th Street South just west of US Hwy. 75 on lands currently zoned CS (commercial shopping) and CG (commercial general). SMC, Muhammad Khan: applicant. Glenpool Industrial Trust Authority: owner
 - 04/13/2020 Preliminary Plat to Planning Commission

- 05/11/2020 [error noted in hearing notice posted on agenda, thus preliminary plat has been re-advertised for the upcoming May 11th Planning Commission.
- **GLEN HILLS BLOCKS 7-11 - K & S DEVELOPMENT INC.**
A residential development located west of northwest corner of 141st Street and Peoria Avenue containing 20.04 acres (Phase II). The proposed subdivision contains 79 single family residential lots with development standards established and previously approved as part of PUD No. 34.
 - 9/28/18 TAC
 - 10/8/18 PC Preliminary Plat Approved
 - TBD | Final Plat application: Pending
- **PRELIMINARY AND FINAL PLAT: SCISSORTAIL, BLOCKS 1 – 3: SUMMIT PROPERTIES, INC.**
A new application was received for both a preliminary and final subdivision plat review and approval for Scissortail Addition, Blocks 1 thru 3, PUD 39, Amendment No. 1, containing 88 single family lots on property zoned PUD 39, Amendment No. 1. The site is generally located north of 151st Street South one quarter mile east of South Elwood Avenue
 - 03/09/2020 Final Plat application tabled by the Planning Commission, applicant to address staff comments.
 - 05/11/2020 applicant has re-submitted an application for both a Preliminary and Final Plat application for the Scissortail, Blocks 1-3 project; the preliminary and final plat application has been advertised for the 05/11/2020 Planning Commission meeting.
- **PRELIMINARY PLAT: THE LAKES AT TWIN MOUNDS**
The Lakes at Twin Mounds consists of approximately 94-acres zoned RS-3 (Residential Single Family - high density) and is located west of US Hwy. 75 - immediately south of West 161st Street South (Austin Mayes, Olsson Engineering).
 - 10/14/2019 Planning Commission recommended approval

C. SITE PLAN APPLICATIONS PENDING REVIEW:

- **NONE**

IV. CURRENT BUILDING, CONSTRUCTION INSPECTION, AND CODE ENFORCEMENT DEPARTMENT ACTIVITY: APRIL, 2020

A. CURRENT COMMERCIAL AND RESIDENTIAL PROJECTS PERMITTED FOR CONSTRUCTION:

- Brookover Corner Commercial Complex: 151st Street & Broadway Avenue
- Elm Pointe Commercial Development: 141st Street & Peoria Avenue
- Glen Hills Residential Addition: Phase II: 141st St. & Iroquois Avenue

- Scissortail Residential Addition: Phase I on 151st Street
- Park 151 Commercial Project: 151st Street & Elwood Avenue
- Ashton/Gray Retail Center: 121st Street & Yukon Avenue

CURRENT RESIDENTIAL AND COMMERCIAL BUILDING PERMIT STATISTICS:

New Residential Permits Issued in April, 2020	6
New Commercial Permits Issued in April, 2020	0
Current Active Residential Permits	40
Current Active Commercial Permits	5
2019 Residential Permits thru April	6
2020 Residential Permits Issued Thru April	33
2019 Commercial Permits Issued Thru April	-0-
2020 Commercial Permits Issued Thru April	2

B. CODE ENFORCEMENT DEPARTMENT: APRIL, 2020

Typical Issues Addressed by Code Enforcement Department:

Public Nuisances and Misc. Code Violations:

- Inoperable or abandoned vehicles stored on private property.
- Trash or debris on private property
- Excessively high grass on private property
- Illegal vehicle parking on private property yards.
- Visual impairments caused by trees, shrubs, vehicles, etc. interfering traffic flow
- Enforcement of Health and Safety Code violations
- Illegally Placed Signs
-

DEPARTMENT ACTIVITY FOR THE MONTH: APRIL, 2020

ACTIVITY DESCRIPTION:	TOTALS:
Complaints received and investigated (year-to-date)	371
Open public nuisance cases thru April	28

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
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Code Enforcement Cases - April	
High grass:	14
Fire damaged structures:	-0-
Illegally parked vehicles:	14
Nuisance abatements (contractor):	-0-
Notices issued for residences with no water service:	1
Tulsa County Health Department citations:	-0-
Illegally placed sign notices:	33
Damage to public facilities citations:	-0-
Excessive trash & debris notices:	10
Dilapidated structure/property notices:	3
Trash can/receptacle placement notices:	13
Misc.: Building Demolition & Removal	-0-
Elderly & Disabled Citizen Assistance	4
Assessment Letters Issued in April	3
Total Assessment Letters Issued in 2020	12



Treasurer's Report MARCH 31ST, 2020



SUMMARY OF
REVENUES AND
EXPENDITURES AS
OF MARCH 2020,
8TH MONTH IN
FISCAL YEAR 2019-
2020 OR 75%
COMPLETED AS OF
MARCH 31ST, 2020
*WITHOUT BOND
REFINANCING
REVENUE

REVENUES AS OF 3/31/2020				EXPENDITURES AS OF 3/31/2020			
FUND	FY19-20	FY19-20	Target	FY19-20	FY19-20	Target	\$
	BUDGET	ACTUAL YTD	75%	BUDGET	ACTUAL	75%	
GENERAL FUND	\$11,616,892	\$ 8,890,827	77%	\$11,616,892	\$ 8,121,624	70%	\$ 769,203
GUSA	\$ 9,103,957	\$ 6,776,748	74%	\$ 9,103,957	\$ 5,383,685	59%	\$ 1,393,063
PARKS & RECREATION	\$ 7,596	\$ 11,675	154%	\$ 7,596	-	0%	\$ 11,675
HOTEL MOTEL TAX	\$ 206,666	\$ 141,545	68%	\$ 206,666	\$ 64,803	31%	\$ 76,742
GIA	\$ 515,360	\$ 385,853	75%	\$ 515,360	\$ 324,968	63%	\$ 60,885
STREETS & INFRASTRUCTURE	\$ 878,173	\$ 459,490	52%	\$ 878,173	\$ 448,592	51%	\$ 10,898
PUBLIC SAFETY CAPITAL	\$ 673,106	\$ 410,367	61%	\$ 673,106	\$ 382,765	57%	\$ 27,602
PUBLIC SAFETY PERSONNEL	\$ 1,279,403	\$ 867,462	68%	\$ 1,279,403	\$ 876,211	68%	\$ (8,749)
TOTAL	\$24,281,153	\$17,943,967		\$24,281,153	\$15,602,649		\$ 2,341,317

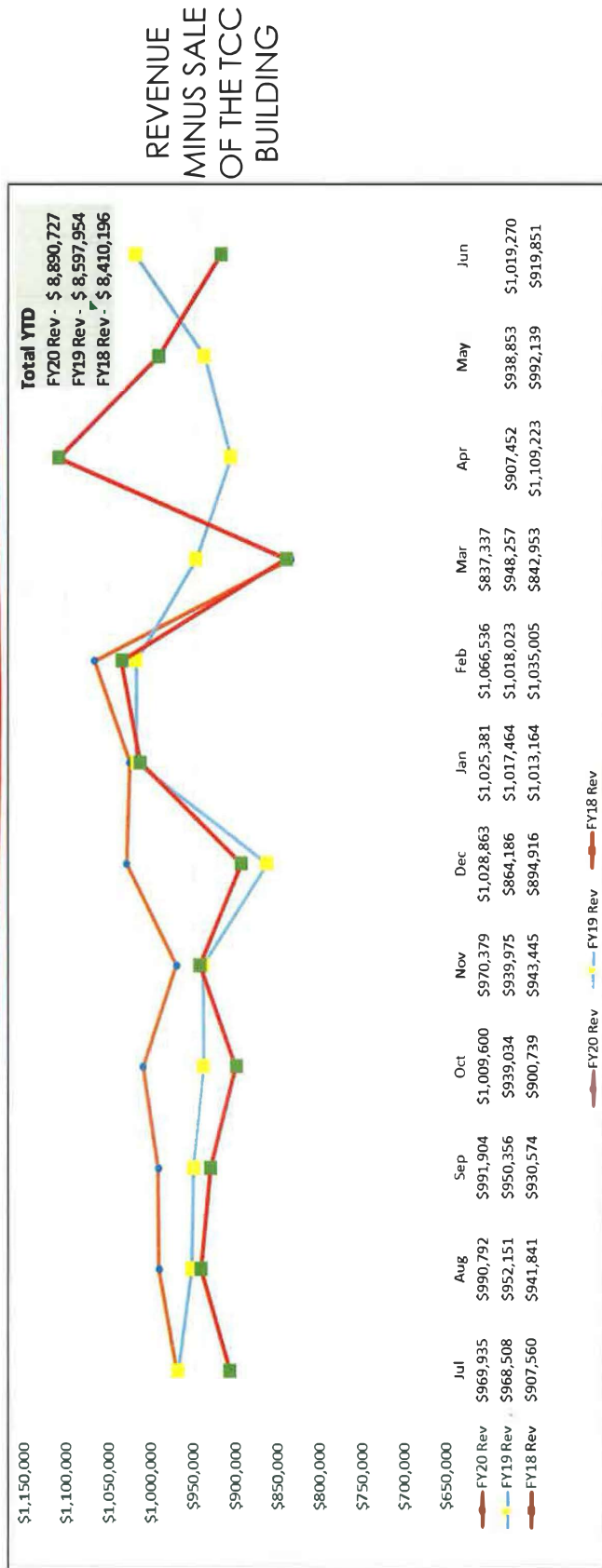
City of Glenpool General Fund Revenues as of MARCH 31ST, 2020 -4.8% DECREASE COMPARED TO PREVIOUS YTD



In 2018-2019 the TCC building was sold which accounted for the significant increase in revenue for the month of July in the previous year.

City of Glenpool General Fund Revenues as of MARCH 31ST, 2020

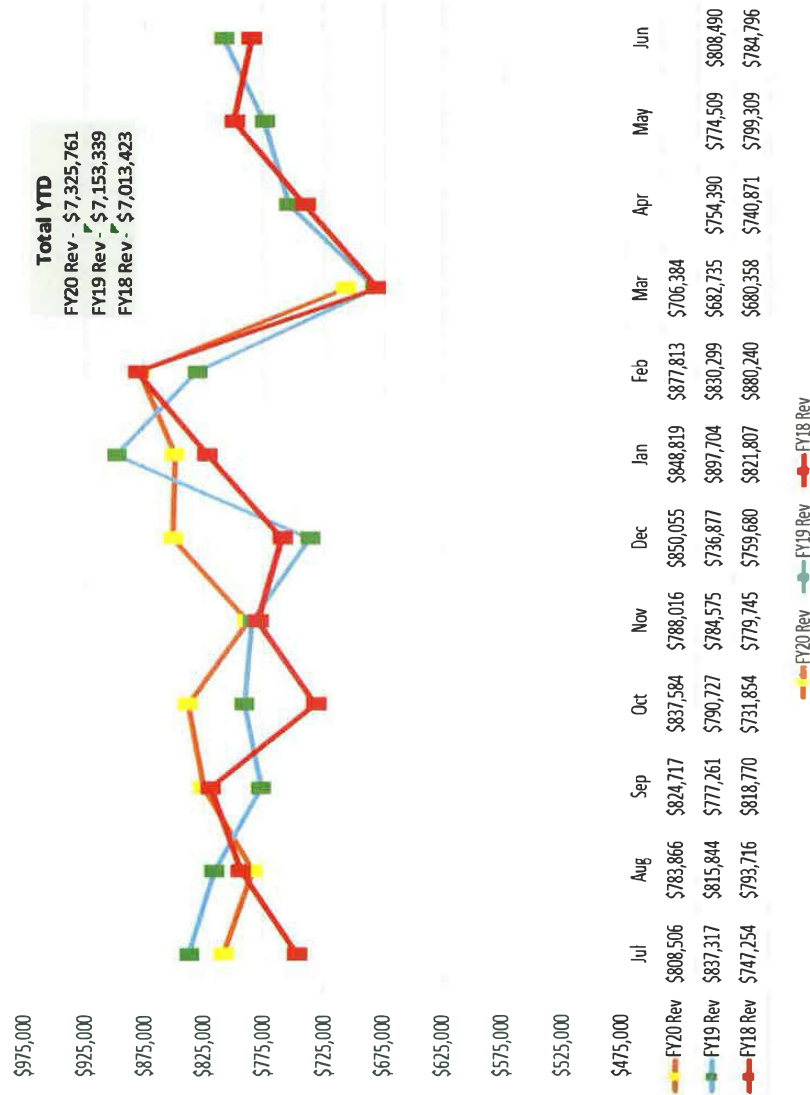
3.4% INCREASE COMPARED TO PREVIOUS YTD IF THE SALE OF THE TCC BUILDING IS
REMOVED



City of Glenpool Sales Tax Revenues - All Funds as of MARCH 31ST, 2020

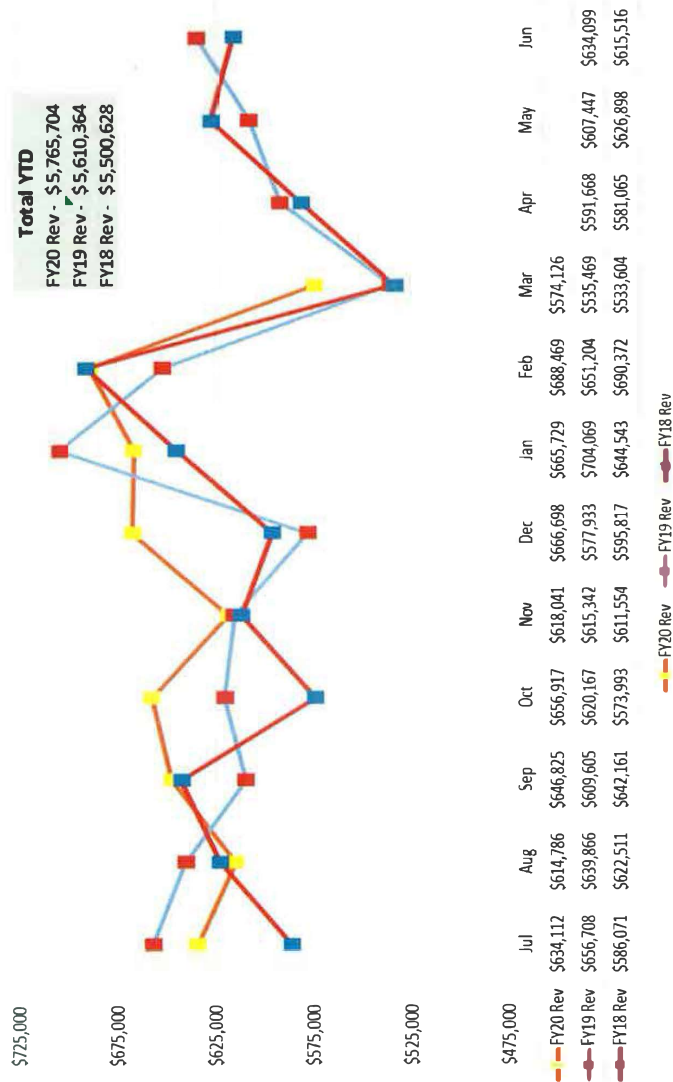
- ▲ 0.55% Sales tax for Public Safety personnel effective July 1, 2016
- ▲ 0.29% Sales tax for capital improvements/economic development effective Jan 1, 2017
- ▲ 0.26% Sales tax for Public Safety equipment effective Jan 1, 2017

2.4% INCREASE COMPARED TO PREVIOUS YTD



City of Glenpool Sales Tax Revenues - General Fund as of MARCH 31ST, 2020

2.8% INCREASE
COMPARED TO
PREVIOUS YTD



City of Glenpool General Fund Expenditures as of MARCH 31ST, 2020

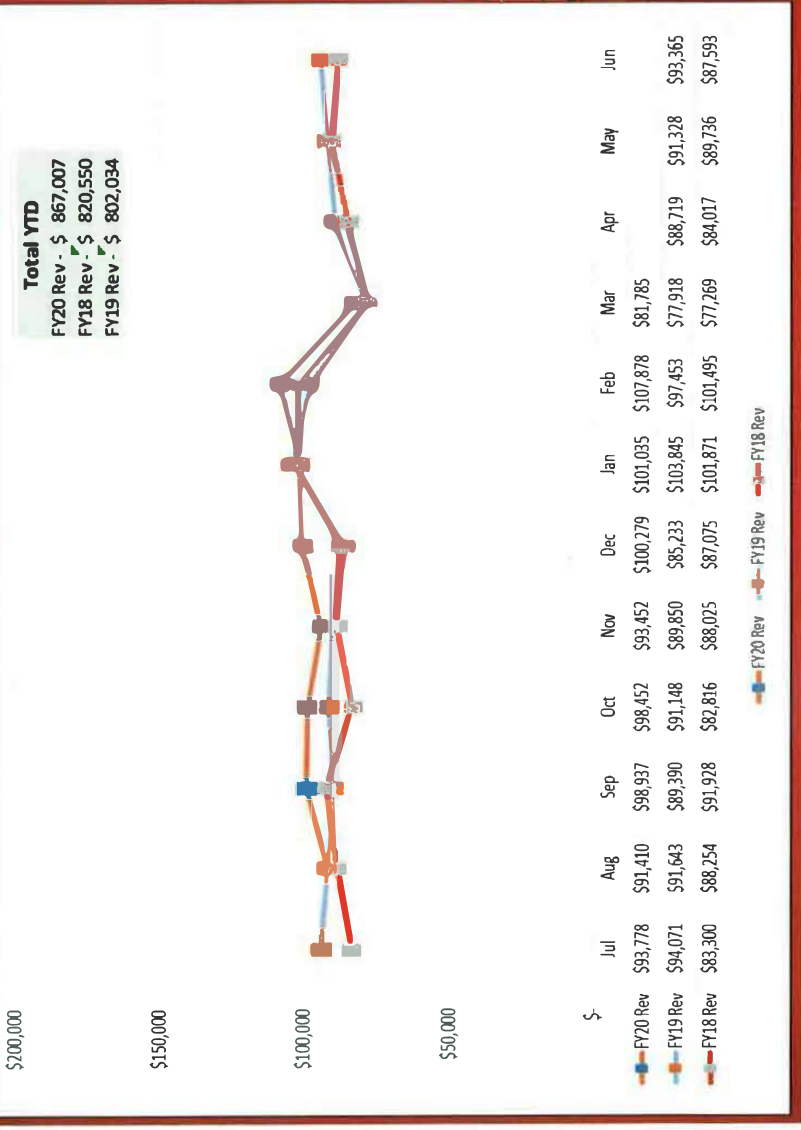


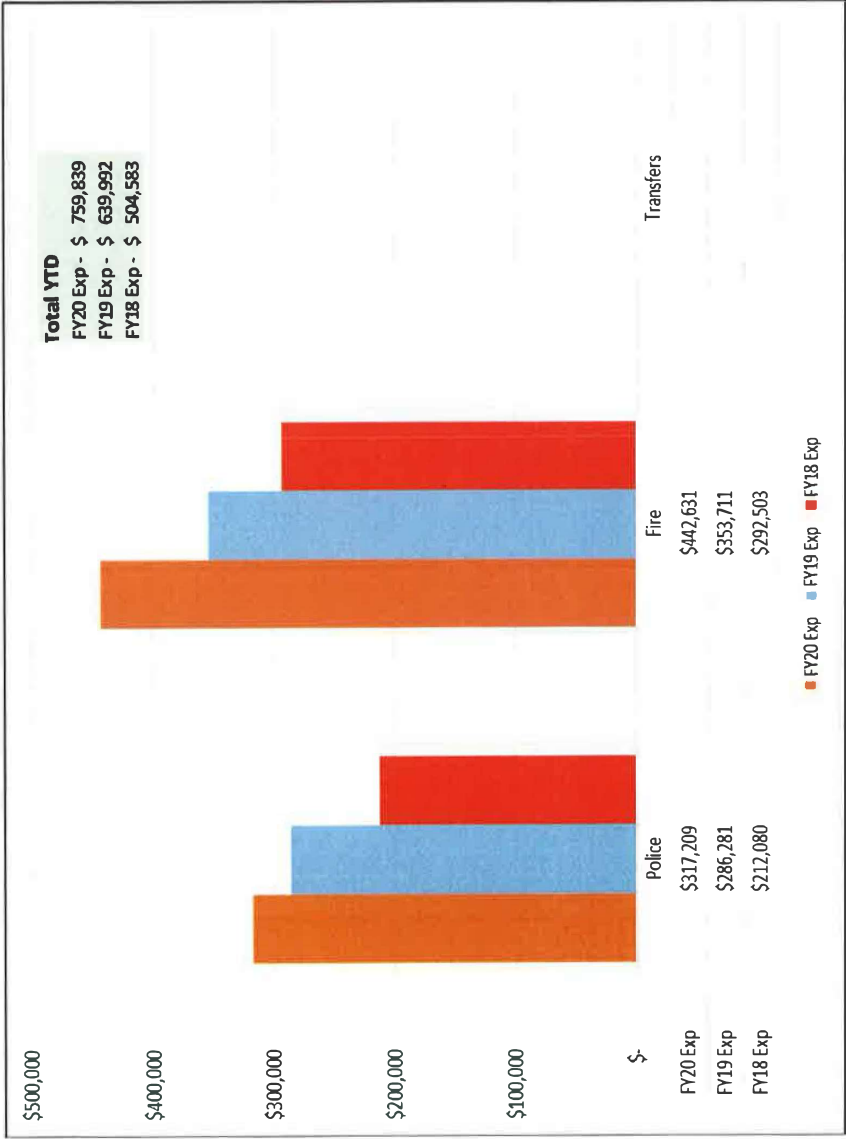
- ▲ General Government includes City Clerk, Finance, and Organizational Expenses
- ▲ Police includes Police, Animal Control and Dispatch
- ▲ Community Services includes Planning, Inspections and Code Enforcement
- ▲ Administration includes City Manager, City Attorney and Human Resources
- ▲ Non-Departmental includes transfers to other funds



Public Safety Personnel Fund Revenues as of MARCH 31ST, 2020

- ▲ 0.55% Sales tax for Public Safety personnel effective July 1, 2016 (first collections received in August of, 2016)
- ▲ 6% INCREASE COMPARED TO PREVIOUS YTD





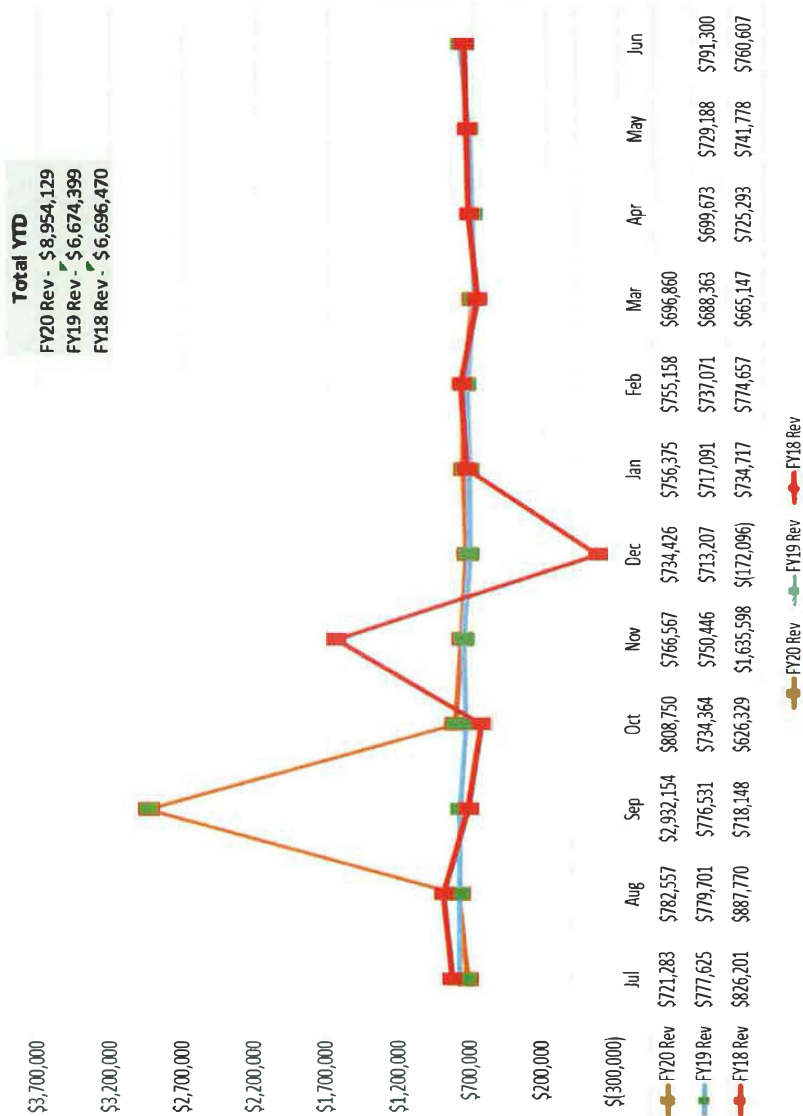
Public Safety Personnel Fund Expenditures as of MARCH 31ST, 2020

- ▶ Police includes seven officers - personal services and operating expenses
- ▶ Fire includes nine firefighters - personal services and operating expenses

Glenpool Utility Services Authority Revenues as of MARCH 31ST, 2020

34.2% INCREASE
COMPARED TO
PREVIOUS YTD

* INCREASE IN SEPTEMBER IS DUE
TO REVENUE RECEIVED FROM
REFINANCING THE 2010A,B AND
2011 BONDS

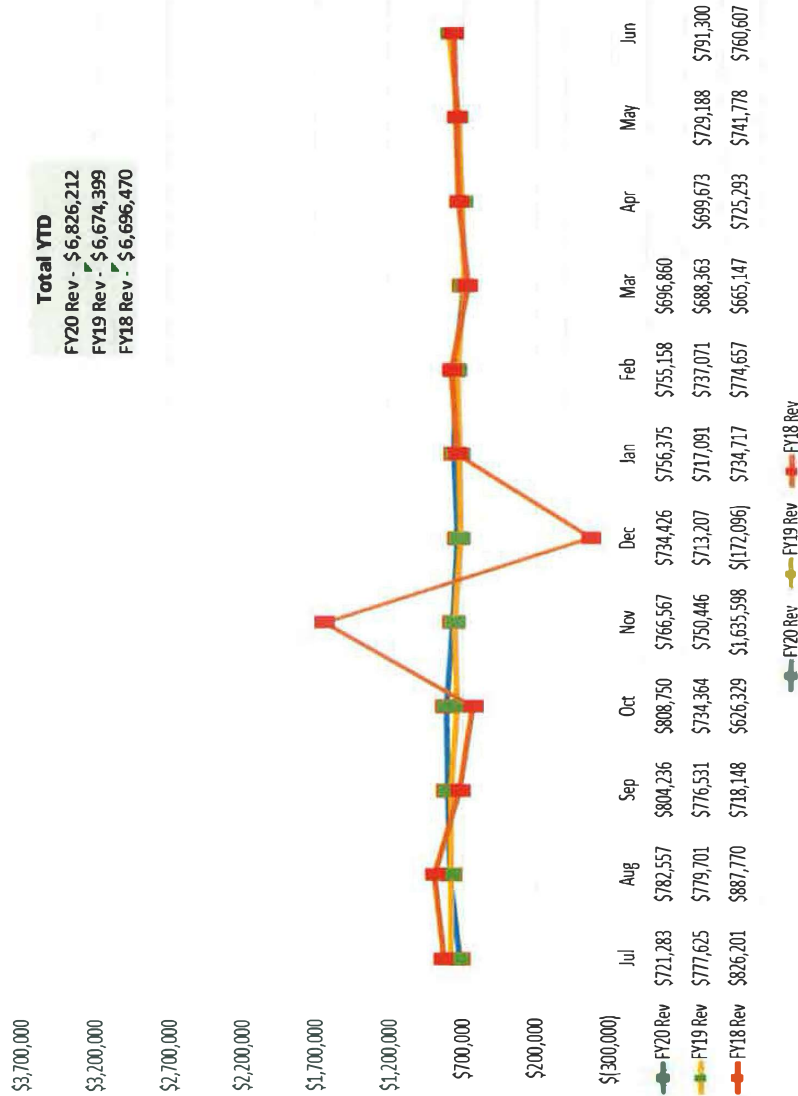


Glenpool Utility Services Authority Revenues as of MARCH 31ST, 2020

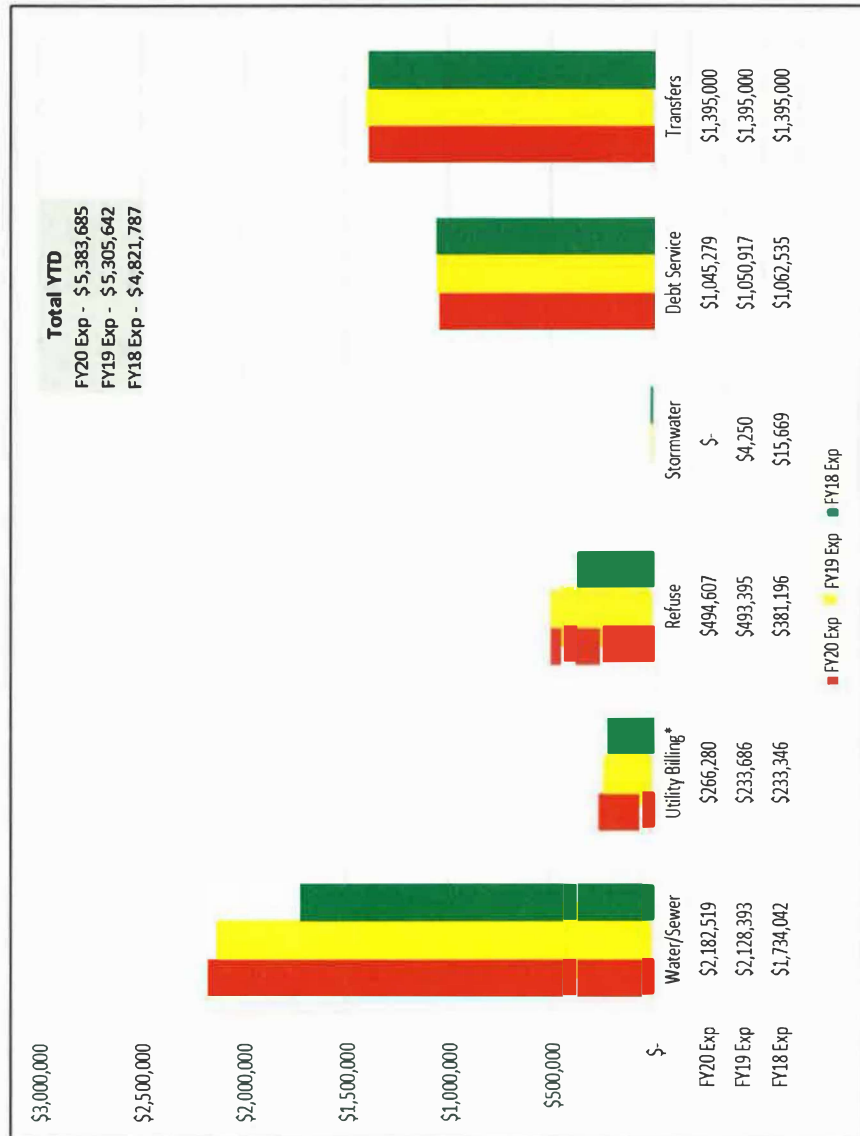
2.3% INCREASE
COMPARED TO
PREVIOUS YTD

*WITHOUT THE REVENUE RECEIVED
FROM REFINANCING THE 2010A,B
AND 2011 BONDS

Total YTD
FY20 Rev - \$6,826,212
FY19 Rev - \$6,674,399
FY18 Rev - \$6,696,470



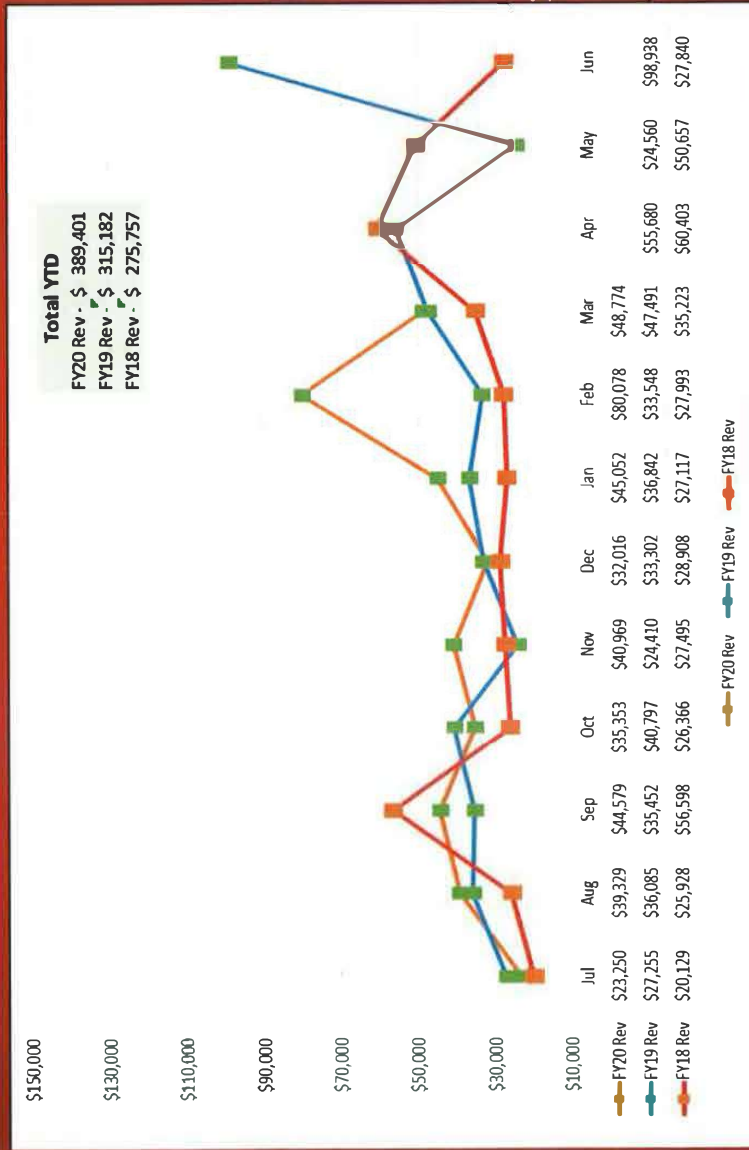
Glenpool Utility Services Authority Expenses as of MARCH 31ST, 2020



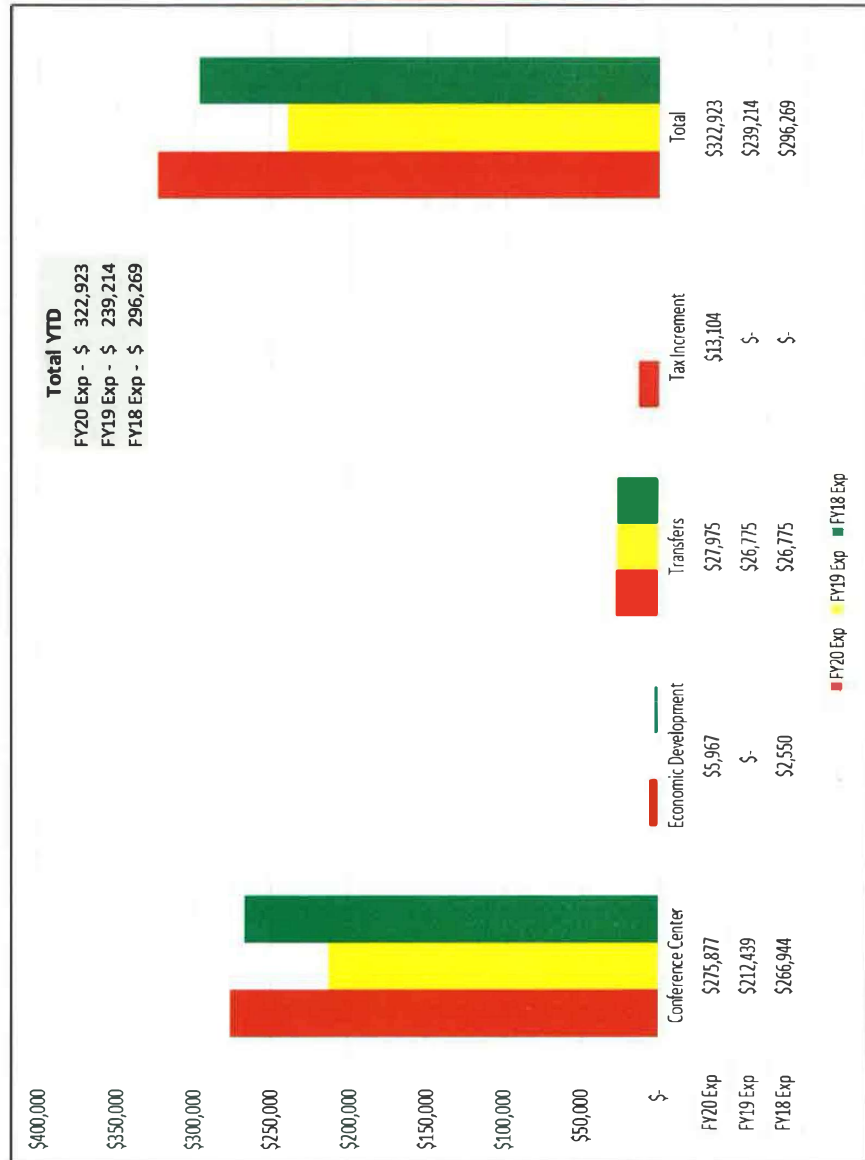
Glenpool Industrial Authority Revenues as of MARCH 31ST, 2020

24% INCREASE COMPARED
TO PREVIOUS YTD

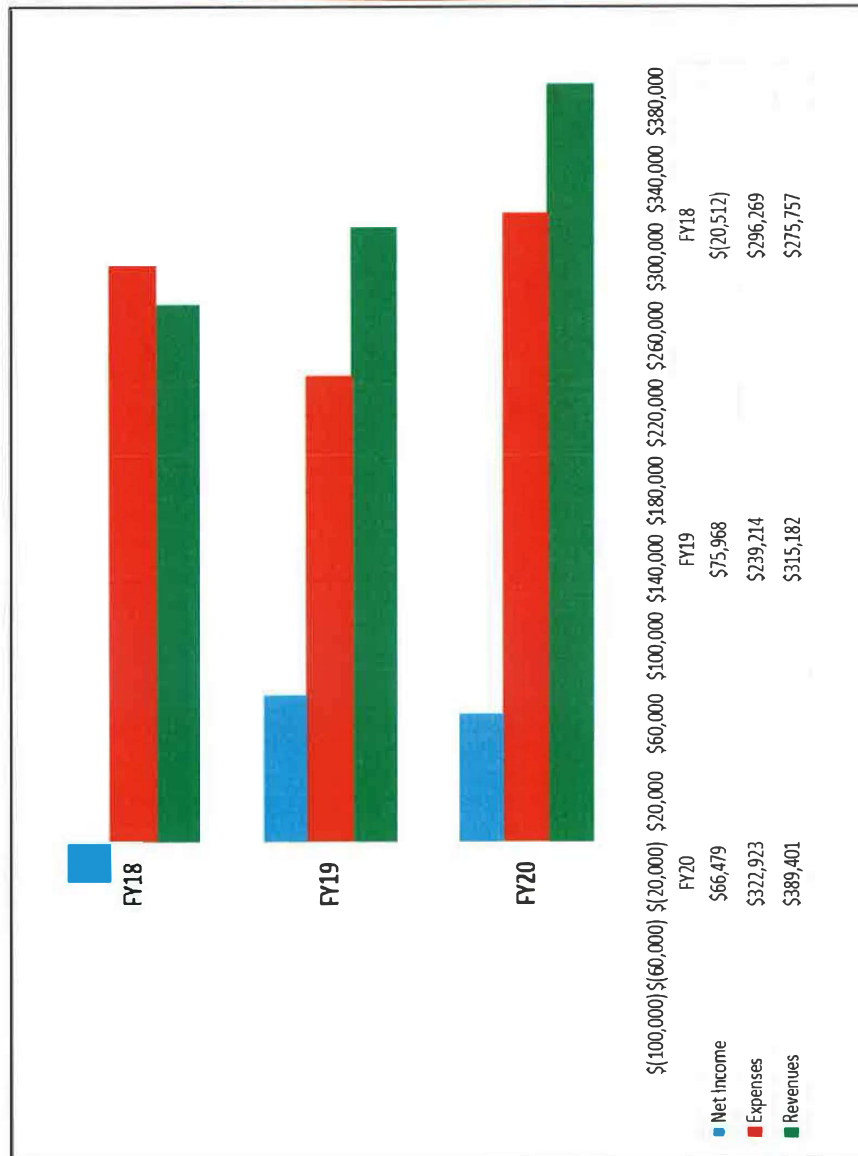
*Increase due to TIF District



Glenpool Industrial Authority Expenses as of MARCH 31ST, 2020



Glenpool Industrial Authority Net Income as of MARCH 31ST, 2020



Project	Status	Allocated Budget	Budget Adj.	Final Budget	Expended to Date	Comments
Proposition 1 (0.29%)						
Signalization & Infrastructure 151st St.	IP	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 952,160	
Economic Development Projects	NS	1,035,337	-	1,035,337	-	
Wastewater Treatment Plant Design/Permitting	NS	550,000	-	550,000	-	
South County Soccer Complex Field Lighting	NS	150,000	-	150,000	-	
Turf Equipment Parks	C	30,000	-	30,000	30,000	
Automatic Meter Reading Conversion	C	850,000	27,284	877,284	877,284	
Snow Plow						
Storm Water Imp. Eden South	C	150,000	-	150,000	131,667	
Storm Water Imp. Main St. @ Hwy 75	NS	500,000	-	500,000	-	
Storm Water Imp. 141st St. @ Hwy 75	NS	100,000	-	100,000	-	
Storm water Imp. Rolling Meadows	NS	100,000	-	100,000	-	
Storm Water Imp. Vancouver Avenue	NS	300,000	-	300,000	-	
Storm Water Imp. Fern Avenue	NS	50,000	-	50,000	-	
Storm Water Imp. Hickory Pl	NS	600,000	-	600,000	-	
Kendalwood Park Rehab	NS	350,000	-	350,000	-	
Lift station Rehab Project - Oak Street	NS	200,000	-	200,000	-	
Lift station Rehab Project - Eden South	IP	132,500	-	132,500	111,827	
Signalization of 141st St & Elwood	NS	280,000	-	280,000	-	
Signalization 121st Street & Elwood	NS	410,000	-	410,000	-	
Lane Impr. 121st Street Elwood to Hwy 75	NS	150,000	-	150,000	-	
Lane Impr. Elwood 141st St to 151st St	NS	635,000	-	635,000	-	
Lane Impr. Warrior Road						
	C	2,350,000	-	2,350,000	-	
		750,000	-	750,000	613,591	
		\$ 11,672,837	\$ 27,284	\$ 11,700,121	\$ 2,716,530	

Proposition 2 (0.26%) 51

Public Safety Radio System	C	\$ 1,250,000	\$ 35,079	\$ 1,285,079	\$ 1,285,079
Police Vehicles	IP	3,000,000	-	3,000,000	451,483
PD Mobile Computer System	C	208,000	-	208,000	208,000
Firing Range/Training Center	NS	100,000	-	100,000	-
PD Capital Improvements	NS	1,100,000	-	1,100,000	-
Fire Apparatuses and Equipment	IP	4,640,000	-	4,640,000	797,482
Firefighter Air packs	C	250,000	-	250,000	250,000
		\$ 10,548,000	\$ 35,079	\$ 10,583,079	\$ 2,992,044
Total Props 1 and 2		\$ 22,220,837	\$ 62,363	\$ 22,283,200	\$ 5,708,573

Proposition 3 (0.55%) 52

Hire 7 additional Firefighters	C				
Hire 5 additional Police Officers	C				
Two additional Firefighter was hired due to additional fund revenue.					
Two additional Police was hired due to additional fund revenue					
NS= Project not yet started, IP= Project in progress, C= Project is complete					



To: Mayor and Council

From: David Tillotson

Date: May 4, 2020

Re: City Manager Report

COVID-19 (Coronavirus)

I have updated the charts I sent to you last week to include all the April data. As you can see based on the overall trendline as well as the 7- and 14-day averages we continue to show improvement in the State and Tulsa County. As such, we entered Phase I of the Open Up and Recovery Safely Plan as proposed by the Governor.

Phase II, assuming we continue to see improvement, is set to begin on May 15th. If that happens, we will begin to return workers from telework status and alternate shift schedules on May 18th. Additionally, we will begin to open our playgrounds, skatepark, tennis courts, basketball courts, soccer fields and baseball fields. We are proposing that the splashpad stay closed at this time as we continue to evaluate the potential risk posed by COVID-19 for the patrons.

We are working internally to prepare our financial reports for potential reimbursement of expenses through the CARES Act. We do not have firm guidance on how this reimbursement process will work, but the State is set to receive over \$1 billion dollars. 45% of this was intended to be used for reimbursement of local government COVID-19 expenses. I will update you as we receive more details.

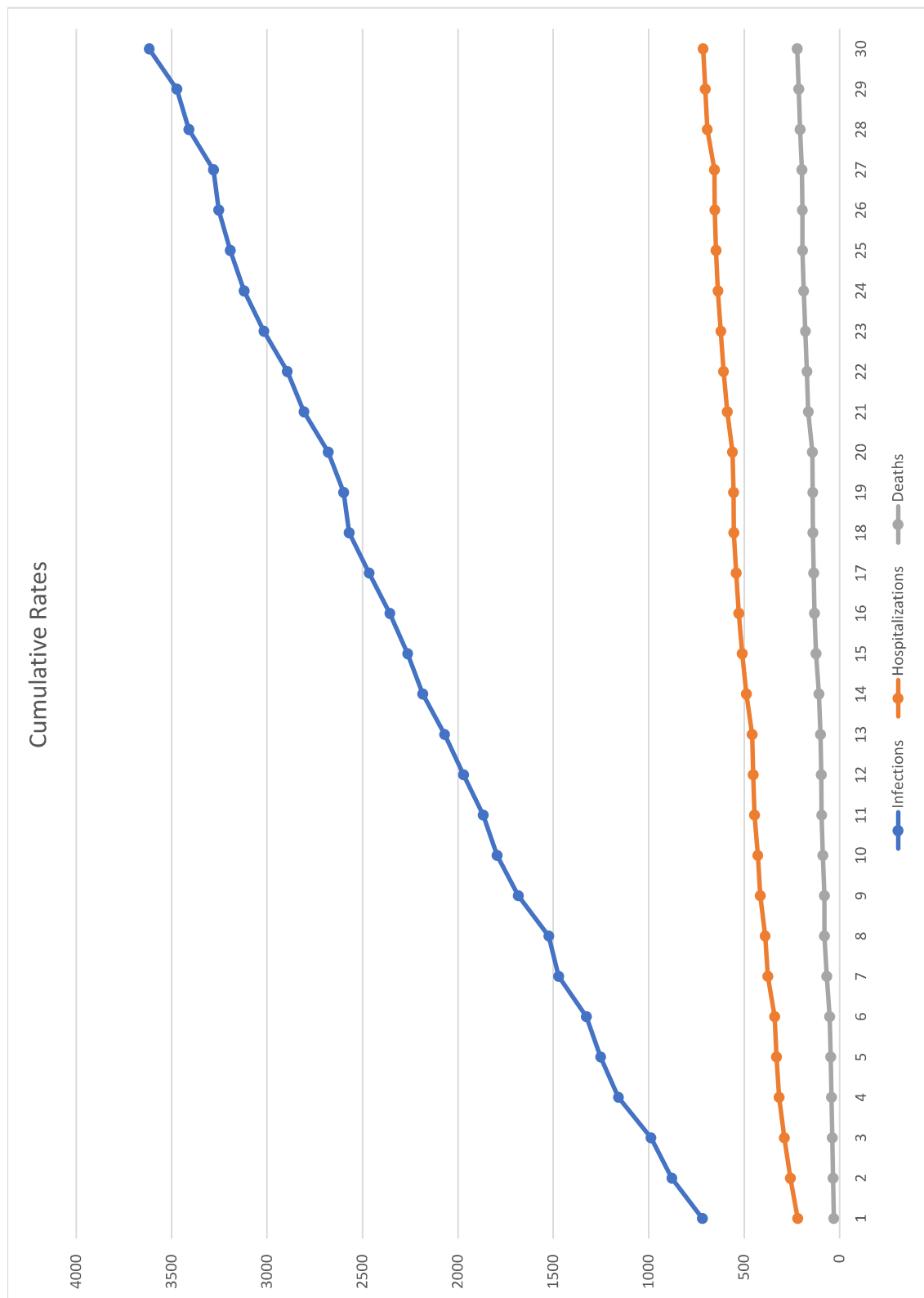
DEQ Consent Decree

We continue to have conversations with TetraTech and ODEQ regarding the consent agreement and what language will be included. We have sent our proposed plan to ODEQ for review. This item is scheduled to be discussed as part of the GUSA reports.

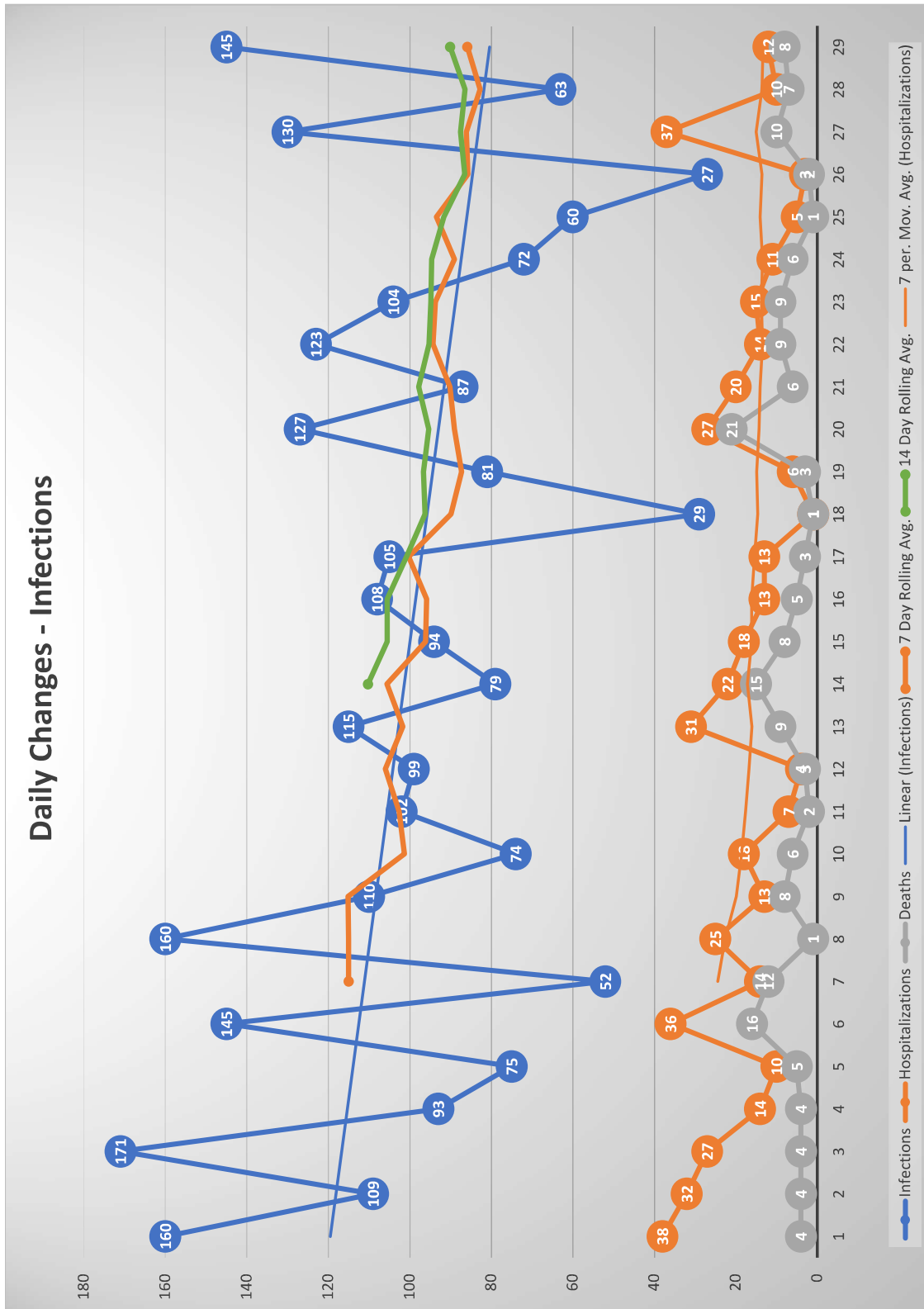
Upcoming Events

- The GPS Senior Parade is set for May 18th at 7:00pm.

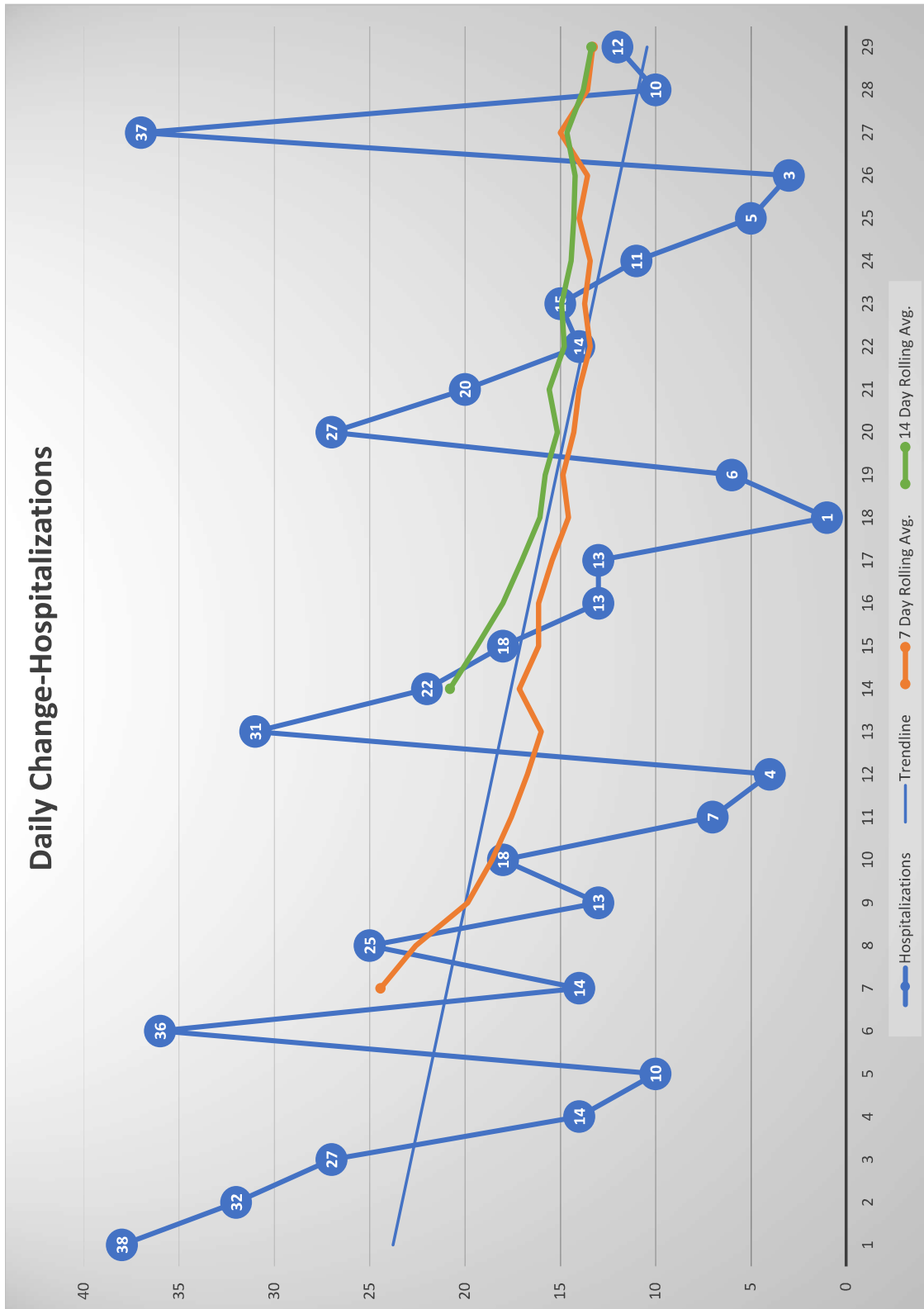
12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Joyce Calvert, Brandon Kearns and Jacqueline Lund
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight
www.glenpoolonline.com



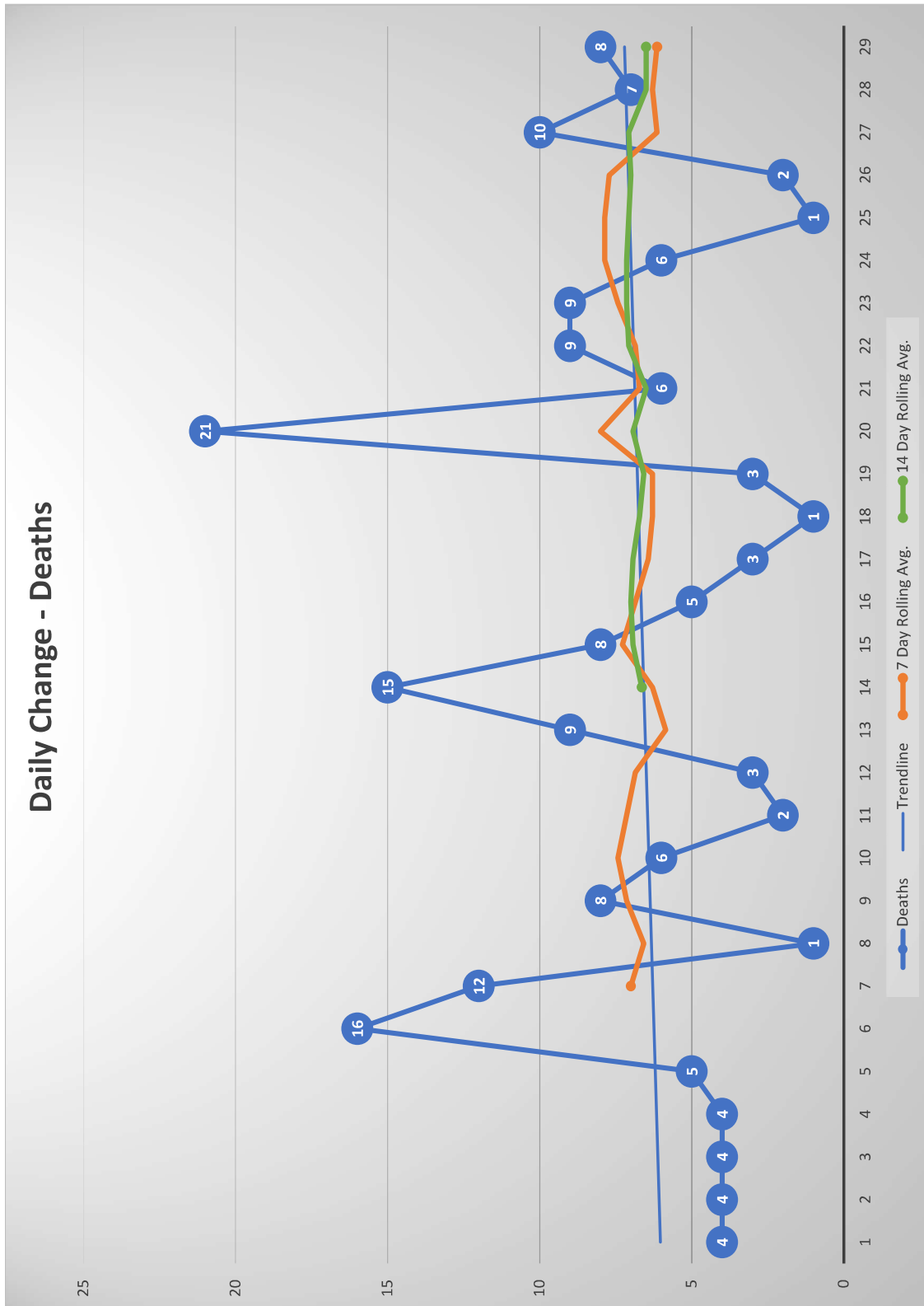
Daily Changes - Infections

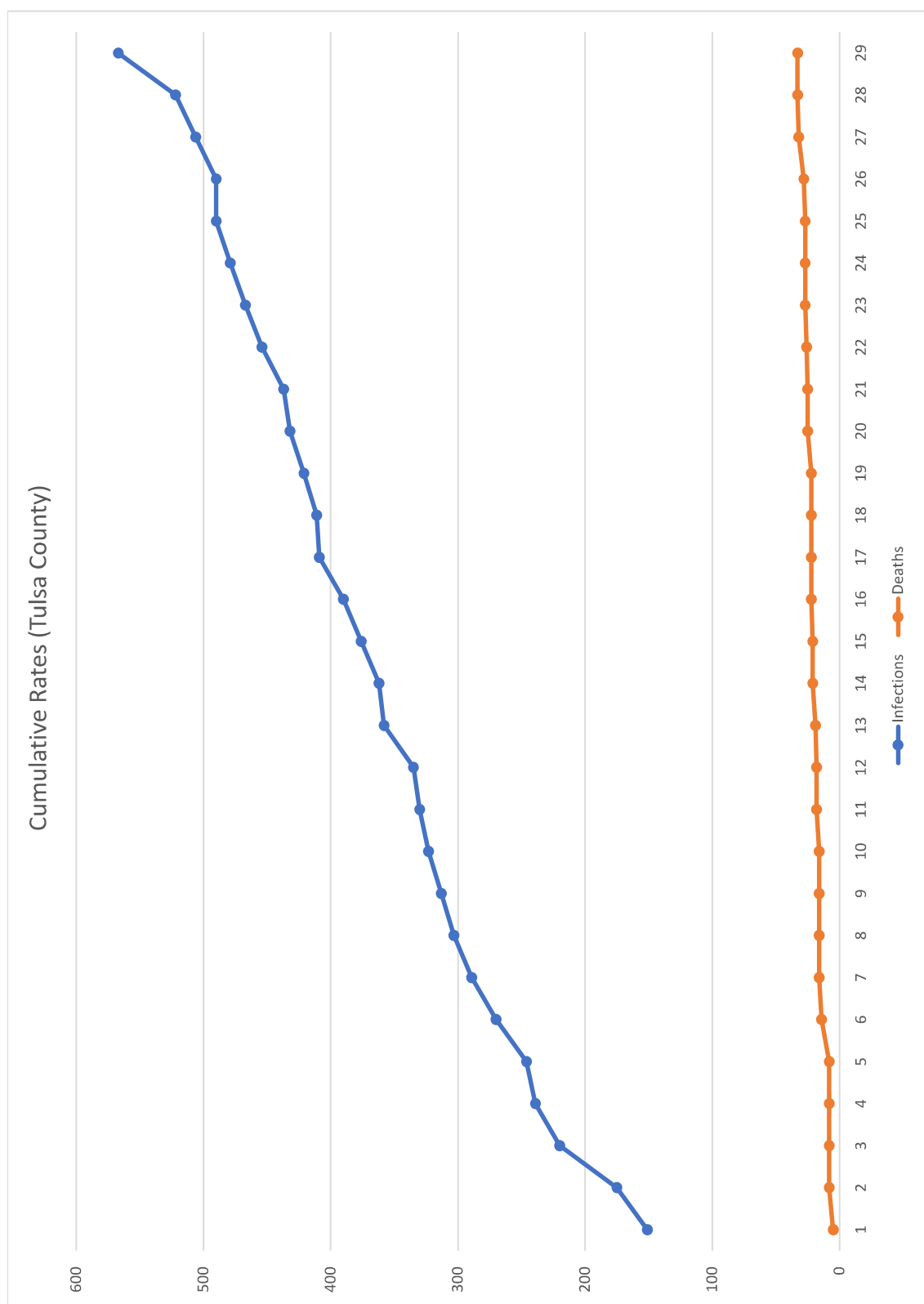


Daily Change-Hospitalizations

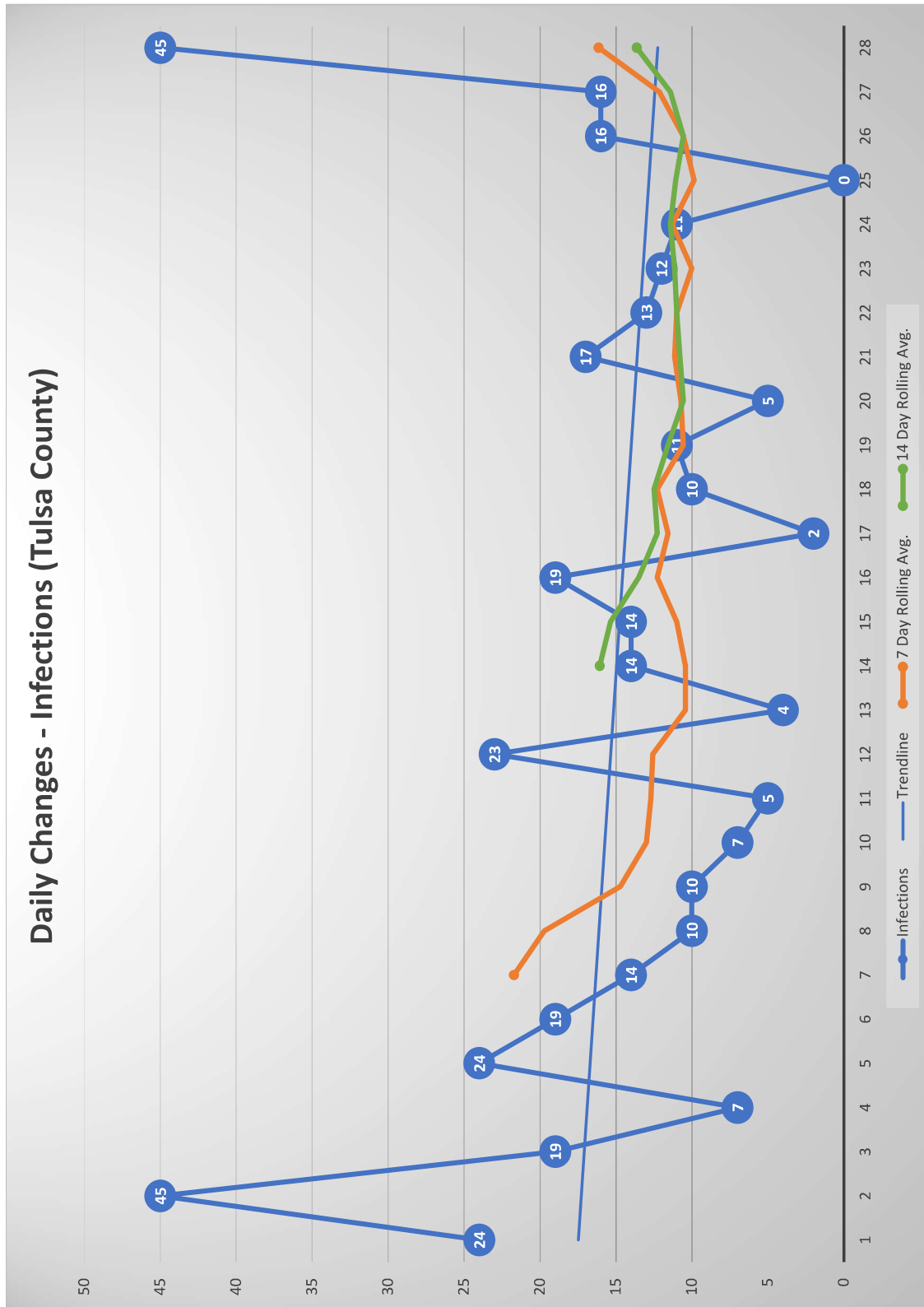


Daily Change - Deaths

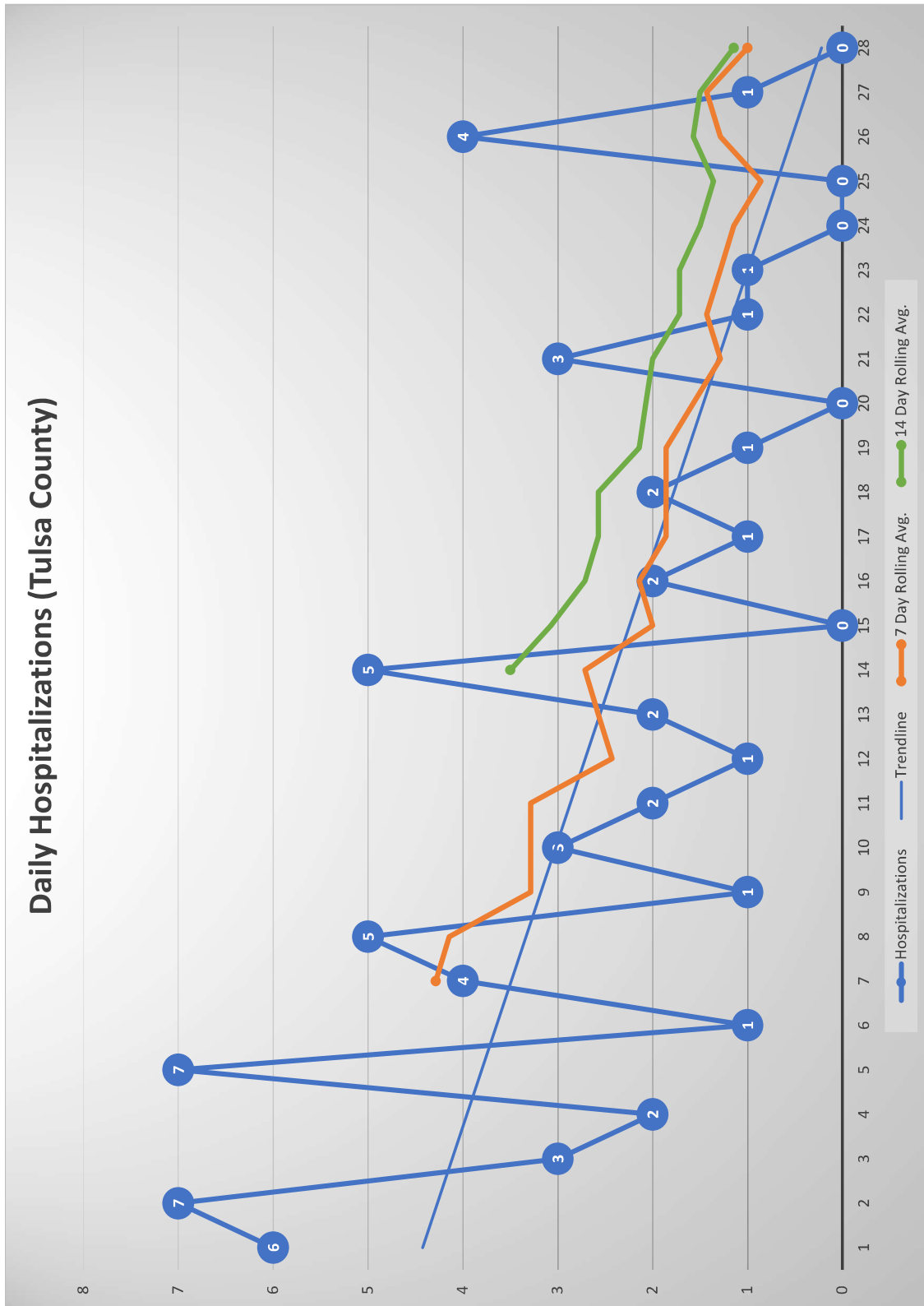




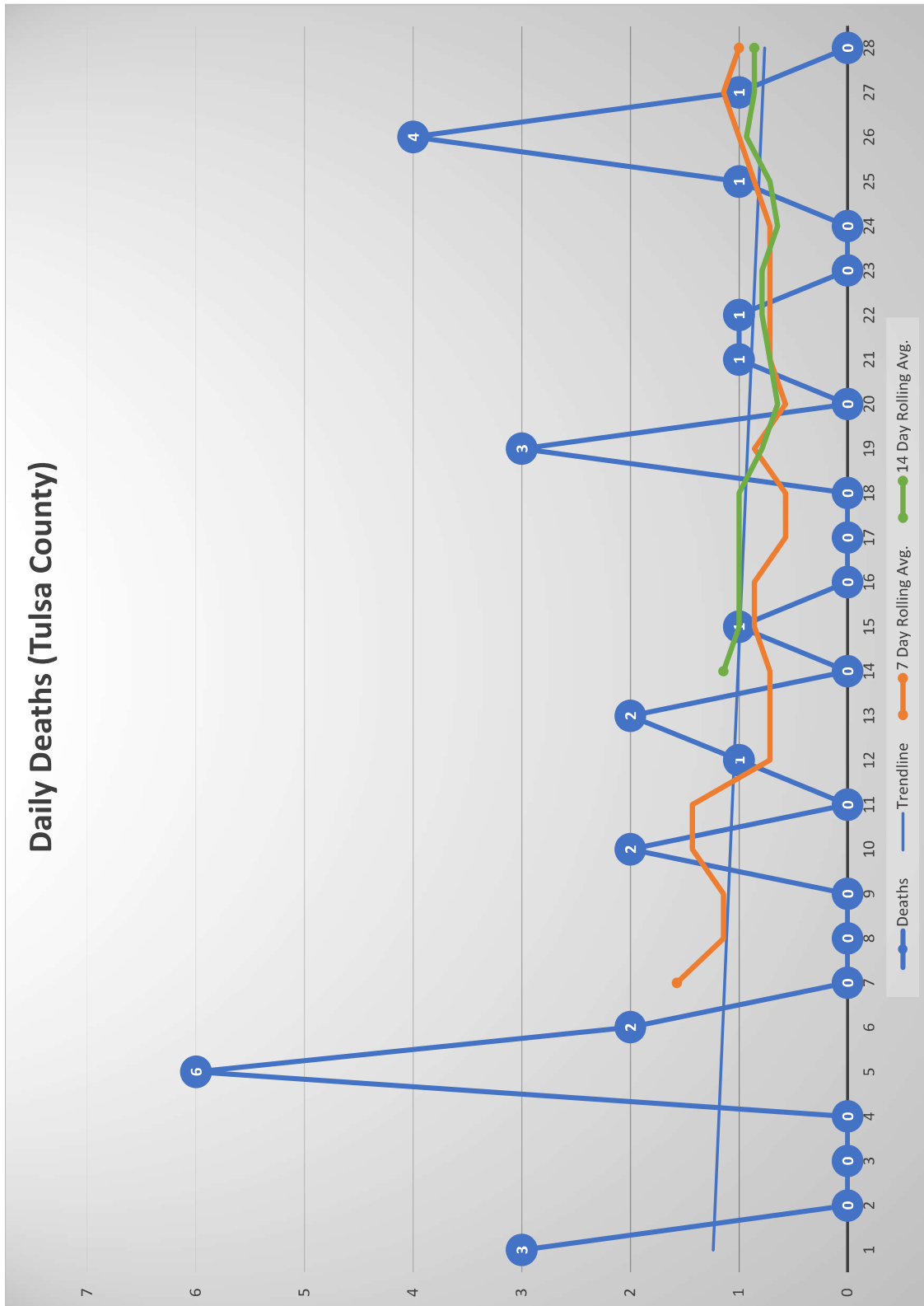
Daily Changes - Infections (Tulsa County)



Daily Hospitalizations (Tulsa County)



Daily Deaths (Tulsa County)



State of Oklahoma

	Cumulative				Daily Change				Rolling Averages (7-day)				Rolling Averages (14-day)			
	Infections	Hospitalizations	Deaths	Infections	Hospitalizations	Deaths	Infections	Hospitalizations	Deaths	Infections	Hospitalizations	Deaths	Infections	Hospitalizations	Deaths	Deaths
4/1/2020	719	219	30	160	38	4										
4/2/2020	879	257	34	109	32	4										
4/3/2020	988	289	38	171	27	4										
4/4/2020	1159	316	42	93	14	4										
4/5/2020	1252	330	46	75	10	5										
4/6/2020	1327	340	51	145	36	16										
4/7/2020	1472	376	67	52	14	12										
4/8/2020	1524	390	79	80	160	25										
4/9/2020	1684	415	80	110	13	8										
4/10/2020	1794	428	88	74	18	6										
4/11/2020	1868	446	94	102	7	2										
4/12/2020	1970	453	96	99	4	3										
4/13/2020	2069	457	99	115	31	9										
4/14/2020	2184	488	108	79	22	15										
4/15/2020	2263	510	123	94	18	8										
4/16/2020	2357	528	131	108	13	5										
4/17/2020	2465	541	136	105	13	3										
4/18/2020	2570	554	139	29	1	1										
4/19/2020	2599	555	140	81	6	3										
4/20/2020	2680	561	143	127	27	21										
4/21/2020	2807	588	164	87	20	6										
4/22/2020	2894	608	170	123	14	9										
4/23/2020	3017	622	179	104	15	9										
4/24/2020	3121	637	188	72	11	6										
4/25/2020	3193	648	194	60	5	1										
4/26/2020	3253	653	195	27	3	2										
4/27/2020	3280	656	197	130	37	10										
4/28/2020	3410	693	207	63	10	7										
4/29/2020	3473	703	214	145	12	8										
4/30/2020	3618	715	222													

Tulsa County

	Cumulative				Daily Change				Rolling Averages (7-day)				Rolling Averages (14-day)			
	Infections	*Hospitalizations	Deaths	Infections	**Hospitalizations	Deaths	Infections	Deaths	Infections	Hospitalizations	Deaths	Infections	Hospitalizations	Deaths	Infections	Deaths
4/1/2020	151		5		6											
4/2/2020	175		8	24	7	3										
4/3/2020	220		8	45	3	0										
4/4/2020	239		8	19	2	0										
4/5/2020	246		8	7	7	0										
4/6/2020	270		14	24	1	6										
4/7/2020	289		16	19	4	2										
4/8/2020	303		16	14	5	0			21.71	4.14	1.57					
4/9/2020	313		16	10	1	0			19.71	3.29	1.14					
4/10/2020	323		16	10	3	0			14.71	3.29	1.14					
4/11/2020	330		18	330	7	2			13.00	3.29	1.43					
4/12/2020	335		18	5	1	0			12.71	2.43	1.43					
4/13/2020	358		19	23	2	1			12.57	2.57	0.71					
4/14/2020	362		21	362	4	5			10.43	2.71	0.71					
4/15/2020	376		21	14	0	0			11.00	2.00	0.71	16.07	3.07			1.14
4/16/2020	390		22	14	2	1			11.00	2.14	0.86	15.36	2.71			1.00
4/17/2020	409		22	19	1	0			12.29	1.86	0.86	13.50	2.57			1.00
4/18/2020	411		22	2	2	0			11.57	1.86	0.57	12.29	2.57			1.00
4/19/2020	421		22	10	1	0			12.29	1.86	0.57	12.50	2.14			1.00
4/20/2020	432		25	11	0	3			10.57	1.57	0.86	11.57	2.07			0.79
4/21/2020	437		25	5	3	0			10.71	1.29	0.57	10.57	2.00			0.64
4/22/2020	454		26	17	1	1			11.14	1.43	0.71	10.79	1.71			0.71
4/23/2020	467		27	13	1	1			11.00	1.29	0.71	11.00	1.71			0.79
4/24/2020	479		27	12	0	0			10.00	1.14	1.50	11.14	1.50			0.79
4/25/2020	490		27	11	0	0			11.29	0.86	0.71	11.43	1.36			0.64
4/26/2020	490		28	0	4	1			9.86	1.29	0.86	11.07	1.57			0.71
4/27/2020	506		32	16	1	4			10.57	1.43	1.00	10.57	1.50			0.93
4/28/2020	522		33	16	0	1			12.14	1.00	1.14	11.43	1.14			0.86
4/29/2020	567		33	45	0	0			16.14	1.00	1.00	13.64	1.14			0.86
4/30/2020																

*Tulsa County Hospital reporting does not contain cumulative data.

**Tulsa Hospital data entered weekly. Latest data ends on 4/28/20.

MINUTES
City Council Emergency Meeting
Tuesday, March 17, 2020 Council Chambers 6:00 PM

COUNCIL PRESENT: Tim Fox
Momodou Ceesay
Brandon Kearns

COUNCIL ABSENT: Jacqueline Triplett-Lund
Joyce Calvert

STAFF PRESENT: David Tillotson
Susan White
Lowell Peterson

STAFF ABSENT: Wendy Knight
John Gonsalves
Lynn Burrow
Jim Martin

A) Call to Order - Timothy Lee Fox, Mayor
Mayor Fox called the meeting to order at 6:04 p.m.

**B) Roll Call, Declaration of Quorum – Susan White, Assistant City Manager;
Timothy Lee Fox, Mayor**
Susan White called the roll, Mayor Fox declared a quorum present.

C) Scheduled Business

- 1) Discussion and possible action to approve Resolution No. 2020002, a Corporate Resolution of the City Council of the City of Glenpool, OK, declaring a State of Emergency.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of Resolution No. 2020002, a Corporate Resolution of the City Council of the City of Glenpool, OK, declaring a State of Emergency. Governor Stitt has issued a statewide Declaration of Emergency in response to the COVID-19 outbreak, and the United States Center for Disease Control has issued guidelines and directives to assist states, cities and towns in their efforts to minimize the spread of COVID-19, to include increased

social distancing measures. The adoption of measures consistent with these CDC guidelines is necessary to protect the citizens of the City of Glenpool from the community spread of COVID-19.

Moved by Momodou Ceesay, seconded by Brandon Kearns

To approve Resolution No. 2020002, a Corporate Resolution of the City Council of the City of Glenpool, OK, declaring a State of Emergency.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Joyce Calvert				x
Jacqueline Triplett-Lund				x
Brandon Kearns	x			
	3	0	0	2

CARRIED.

[Resolution No. 2020002](#)

D) Adjournment

Mayor Fox declared the meeting adjourned at 6:07 p.m.

MINUTES
Regular Meeting
Monday, April 6, 2020 Zoom Video Conference 6:00 PM

COUNCIL PRESENT: Tim Fox
Momodou Ceesay
Joyce Calvert
Jacqueline Triplett-Lund
Brandon Kearns

STAFF PRESENT: David Tillotson
Susan White
Lowell Peterson
Wendy Knight
John Gonsalves
Lynn Burrow
James McHendry
Lea Ann Reed

STAFF ABSENT: Lynn Burrow

- A) Call to Order - Timothy Lee Fox, Mayor**
Mayor Fox called the meeting to order at 6:01 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Timothy Lee Fox, Mayor**
Wendy Knight called the roll, Mayor Fox declared a quorum present.
- C) Invocation – Jason Yarbrough, First Baptist Church**
Mayor Fox noted that a flag salute/pledge of allegiance follows the invocation in a normal Council meeting setting.
- D) Community Development Report – David Tillotson, City Manager**
Mr. Tillotson noted that the correct number of "2020 Residential Building Permits through March" is 30 instead of 27 as indicated on this report.

[Community Development Director's Report 04 06 20](#)

E) Treasurers Report – John Gonsalves, Finance Director

Councilor Kearns inquired about the status of the mobile computer systems for the Police Department. **Mr. Tillotson** responded that information he has received indicated that installation should take place sometime in August.

[FEBRUARY TREASURER'S REPORT](#)

F) City Manager Report – David Tillotson, City Manager

- **Mr. Tillotson** gave an update on Covid-19.
- The law has changed that allows dispatch to know if someone has tested positive before First Responders go out to a site. This information cannot be shared with the public, it is for First Responders only; which helps protect the First Responders and the patients HIPAA privacy.
- Continue to fight a PPE (personal protective equipment) shortage supply, and currently have about a 30 day supply.
- Governor Stitt has issued a Health Emergency, and has declared the Secretary of Health as the point person.
- The biggest issue for the City of Glenpool will be the budget. The revenue numbers having the most impact will not be available until May and June, which will already be well into the budget planning period. Right now, the best case scenario will be to hold a flat budget, with this year's budget. We may call for Council Workshops in May, since we do not have a 2nd meeting scheduled for that month.
- **Vice-Mayor Ceesay** asked if we expect to see any federal funds. **Mr. Tillotson** replied that there are funds set aside for states and municipalities, but we don't know what form that will take yet. We have also been declared a federal disaster area, but we don't know what money FEMA has available.
- **Vice-Mayor Ceesay** also asked if there are any known Coronavirus cases in Glenpool. **Mr. Tillotson** replied that if there are any known cases, our First Responders would know, but that information cannot be shared publicly.
- **Councilor Lund** pointed out that since the ICSC conference and graduation ceremony scheduled in May would be canceled, the 3rd Monday in May would be a good time to have a Special meeting for a budget review and any other items that need to be discussed. **Mr. Tillotson** replied that we are keeping that open as a possibility.

G) Mayor Report – Timothy Lee Fox, Mayor

- **Mayor Fox** said he appreciates that the Governor and Legislature has made the media outlet possible to have Council meetings in this format.
- **Mayor Fox** also said the City Glenpool has a great group of employees, and he appreciates each and every one of them. Where the City lacks in quantity, we make up for it in quality.
- **Mayor Fox** asked the Council Members when making or seconding a motion in the next section, to please state their name first before making the motion for the purpose of having a clear definition of whom is speaking in this video conference format.

H) Council Comments

- **Councilor Lund** stated she was able to change the grid on her computer screen to see everyone all at once, and a box appears around the person that is talking.
- **Vice-Mayor Ceesay** said he likes this format of the teleconference council meeting.

I) Public Comments

J) Scheduled Business

- 1) Discussion and possible action to approve minutes from March 16, 2020 meeting.
(Wendy Knight, City Clerk)

Councilor Lund noted there needed to be a correction of the voting for item #4. The voting showed **Councilor Lund** voted "for" this item - **Councilor Lund** was absent from this meeting.

Moved by Momodou Ceesay, seconded by Joyce Calvert

To approve the minutes with a correction to the voting on item #4.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Joyce Calvert	x			
Jacqueline Triplett-Lund	x			
Brandon Kearns	x			

5 0 0 0

CARRIED.

[City Council Regular Meeting - 16 Mar 2020 - Minutes - Html](#)

- 2) **GZ-275**: a request to change zoning on 4.7 acres of unplatted lands by instrument of **Ordinance No. 770**, subject site located on north side of 151st and a quarter mile east of South Elwood Avenue from RS-3 (single family high intensity) to CS (commercial shopping); SVN, Max A. Heidenreich, applicant; Doug Griffith, owner.
(James McHendry, City Planner)
- a. Public Hearing on application.
- b. Discussion and possible action to approve **Ordinance No. 770** , an Ordinance amending **Ordinance No. 746, Title 11**, of the City Code of the City of Glenpool (Zoning Regulations), by rezoning certain property described herein from RS-3 (Single Family High Intensity to CS (Commercial Shopping), as recommended by the Planning Commission under application **GZ-275**; and repealing all Ordinances or parts of Ordinances in conflict herewith.

Mr. McHendry presented and recommended Council approval of **GZ-275**: a request to change zoning on 4.7 acres of unplatted lands by instrument of **Ordinance No. 770**, subject site located on north side of 151st and a quarter mile east of South Elwood Avenue from RS-3 (single family high intensity) to CS (commercial shopping).

Public Hearing on application:

- **Mayor Fox** opened the public hearing at 6:42 p.m.
- There were no public comments.
- **Mayor Fox** closed the public hearing at 6:42 p.m.

Moved by Jacqueline Triplett-Lund, seconded by Joyce Calvert

*To approve **Ordinance No. 770** , an Ordinance amending **Ordinance No. 746, Title 11**, of the City Code of the City of Glenpool (Zoning Regulations), by rezoning certain property described herein from RS-3 (Single Family High Intensity to CS (Commercial Shopping), as recommended by the Planning Commission under application **GZ-275**;*

and repealing all Ordinances or parts of Ordinances in conflict herewith.

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

CARRIED.

[Ordinance No. 770 20200316 GZ 275 staff report CC final](#)

- 3) **PUD 38**, Final Development Plan, *Elm Point II*: Discussion and possible action to approve **Ordinance No. 771**, an Ordinance amending **Ordinance No. 746, Title 11** of the City Code of the City of Glenpool (Zoning Regulations), by rezoning certain property described herein from CS (Commercial Shopping), RD (Residential Duplex), and PUD 23 (Glenshire Court) to PUD 38 (Elm Pointe II) as recommended by the Planning Commission under application PUD 38 (Elm Pointe II); and repealing all Ordinances or parts of Ordinances in conflict herewith. (James McHendry, City Planner)

Mr. McHendry presented and recommended Council approval of **PUD 38**, Final Development Plan, *Elm Point II*; **Ordinance No. 771**, an Ordinance amending **Ordinance No. 746, Title 11** of the City Code of the City of Glenpool (Zoning Regulations), by rezoning certain property described herein from CS (Commercial Shopping), RD (Residential Duplex), and **PUD 23** (Glenshire Court) to **PUD 38** (Elm Pointe II) as recommended by the Planning Commission under application **PUD 38** (Elm Pointe II); and repealing all Ordinances or parts of Ordinances in conflict herewith.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

*To approve **Ordinance No. 771**, an Ordinance amending **Ordinance No. 746, Title 11** of the City Code of the City of Glenpool (Zoning Regulations), by rezoning certain property described herein from CS (Commercial Shopping), RD (Residential Duplex), and PUD 23 (Glenshire Court) to PUD 38 (Elm Pointe II) as recommended by the Planning Commission under application PUD 38 (Elm Pointe II); and*

repealing all Ordinances or parts of Ordinances in conflict herewith.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Joyce Calvert	x			
Jacqueline Triplett-Lund	x			
Brandon Kearns		x		
	4	1	0	0

CARRIED.

[Ordinance No. 771 20200406 PUD 38 staff report final](#)

- 4) **PUD 41**, Final Development Plan, Twin Ponds: a request to change zoning on 22.48 acre site from AG (Agriculture) to **PUD 41**, as documented in the *Twin Ponds*, Final Development Plan by instrument of **Ordinance 772**; subject site is that of the *Twin Ponds* (Final Plat) application, generally located north of 181st Street South and a half mile west of US Hwy. 75; Ryan McCarty, applicant; Dan Beeler, Owner. (James McHendry, City Planner)

a. Public Hearing on application.

b. Discussion and possible action to approve **Ordinance No. 772**, an Ordinance Amending **Ordinance No. 746, Title 11** of the City Code of the City of Glenpool (Zoning Regulations), by rezoning certain property described herein from AG (Agriculture) to **PUD 41** (Twin Ponds) as recommended by the Planning Commission under application **PUD 41** (Twin Ponds); and repealing all Ordinances or parts of Ordinances in conflict herewith.

Mr. McHendry presented and recommended Council approval of **PUD 41**, Final Development Plan, *Twin Ponds*: a request to change zoning on 22.48 acre site from AG (Agriculture) to **PUD 41**, as documented in the *Twin Ponds*, Final Development Plan by instrument of **Ordinance 772**; subject site is that of the *Twin Ponds* (Final Plat) application, generally located north of 181st Street South and a half mile west of US Hwy. 75.

Public Hearing on application:

- **Mayor Fox** opened the Public Hearing at 6:53 p.m.

- There were no public comments.
- **Mayor Fox** closed the Public Hearing at 6:54 p.m.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

*To approve **Ordinance No. 772**, an Ordinance Amending **Ordinance No. 746, Title 11** of the City Code of the City of Glenpool (Zoning Regulations), by rezoning certain property described herein from AG (Agriculture) to **PUD 41** (Twin Ponds) as recommended by the Planning Commission under application **PUD 41** (Twin Ponds); and repealing all Ordinances or parts of Ordinances in conflict herewith.*

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

CARRIED.

[Ordinance No. 772 20200310 PUD 41 twin ponds CC staff report](#)

- 5) **Final Plat, Twin Ponds:** Discussion and possible action to approve the Final Plat for Twin Ponds, **PUD 41**, a 15-lot single family-residential development generally located on 22.48 acres, north of 181st Street South and a half mile west of US Hwy. 75 on lands currently zoned AG (agriculture).
Select Design, Ryan McCarty - applicant | Dan Beeler - owner
(James McHendry, City Planner)

Mr. McHendry presented and recommended Council approval of the Final Plat for *Twin Ponds*, **PUD 41**, a 15-lot single family-residential development generally located on 22.48 acres, north of 181st Street South and a half mile west of US Hwy. 75 on lands currently zoned AG (agriculture).

Moved by Momodou Ceesay, seconded by Brandon Kearns

*To approve the Final Plat for Twin Ponds, **PUD 41**, a 15-lot single family-residential development generally located on 22.48 acres, north of 181st Street South and a half mile west of US Hwy. 75 on lands currently zoned AG (agriculture).*

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

CARRIED.

[20200316 twin ponds final plat council staff report final](#)

- 6) Discussion and possible action to adopt Ordinance No. 773, an ordinance adding Section 6-1E-7 to the Code of Ordinances of the City of Glenpool, prohibiting the violation of a state or local emergency declaration and providing the penalty therefore.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council adopt Ordinance No. 773, an ordinance adding Section 6-1E-7 to the Code of Ordinances of the City of Glenpool, prohibiting the violation of a state or local emergency declaration and providing the penalty therefore. The concurrent state of emergency at the State and local level due to the potential spread of Covid-19 coronavirus necessitates that the City adopt a penal ordinance which clearly establishes the offense of violation of orders, rules and regulations promulgated pursuant to the declaration of any state of emergency, including current and prospective future emergency circumstances, and provides a penalty for such violation.

Moved by Brandon Kearns, seconded by Joyce Calvert

To adopt Ordinance No. 773, an ordinance adding Section 6-1E-7 to the Code of Ordinances of the City of Glenpool, prohibiting the violation of a state or local emergency declaration and providing the penalty therefore.

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

CARRIED.

[Ordinance No. 773](#)

- 7) Discussion and possible action to adopt an Emergency Clause for Ordinance No. 773.
(David Tillotson, City Manager)

Mr. Tillotson recommended Council adopt an Emergency Clause for Ordinance No. 773.

Moved by Brandon Kearns, seconded by Joyce Calvert

To adopt an Emergency Clause for Ordinance No. 773.

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

CARRIED.

[Emergency Clause Ordinance No. 773](#)

- 8) Discussion and possible action to approve Resolution No. 2020003, a Corporate Resolution of the City Council of the City of Glenpool, OK, declaring a State of Emergency.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of Resolution No. 2020003, a Corporate Resolution of the City Council of the City of Glenpool, OK, declaring a State of Emergency. Mr. Tillotson noted a change to be made on Section Three (3) to read "This Resolution incorporates all the original provisions of Resolution 2020002 and extends those actions through May 6, 2020."

Moved by Jacqueline Triplett-Lund, seconded by Momodou Ceesay

To approve Resolution No. 2020003, a Corporate Resolution of the City Council of the City of Glenpool, OK, declaring a State of Emergency.

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

CARRIED.

[Resolution No. 2020003 Declaration of Emergency Continuation.04062020](#)

- 9) Discussion and possible action to approve the Black Gold Park Concession Facility Agreement between the City of Glenpool, and Lance and Michelle Cole.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval the Black Gold Park Concession Facility Agreement between the City of Glenpool, and Lance and Michelle Cole. The Lease Agreement provides the terms and conditions to be agreed to for the use of the Black Gold Park Concession/Restroom building by the User from March 1, 2020 thru February 28, 2021 as the initial term of the Agreement. The agreement is essentially a renewal of the existing agreement between the City and the User that was executed covering the 2019 season.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

To approve the Black Gold Park Concession Facility Agreement between the City of Glenpool, and Lance and Michelle Cole.

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

CARRIED.

[Black Gold Park Concession Renewal](#)

- 10) Discussion and possible action to approve the User Agreement between the City of Glenpool and the Glenpool Youth Baseball League for the use of the Morris Park baseball fields.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of the User Agreement between the City of Glenpool and the Glenpool Youth Baseball League for the use of the Morris Park baseball fields. The User Agreement provides the terms and conditions to be agreed to for the use of the Morris Park baseball fields by the User from January 1, 2020 thru June 30, 2020 as the initial term of the Agreement.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

To approve the User Agreement between the City of Glenpool and the Glenpool Youth Baseball League for the use of the Morris Park baseball fields.

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

CARRIED.

[04 06 20 Morris Park Baseball Lease Renewal](#)

- 11) Discussion and possible action to enter into an agreement with SignalTek for the purchase and installation of the solar powered School Zone traffic signals in an amount not to exceed \$35,000.00 to be funded from the FY 2019/2020 Budget Item No. 01-6-14-6274 Street Maintenance and to authorize the City Manager to execute same on behalf of the City.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of an agreement with SignalTek for the purchase and installation of four new School Zone traffic signals supporting the Glenpool Lower Elementary School, in an amount not to exceed \$35,000.00.

Moved by Jacqueline Triplett-Lund, seconded by Joyce Calvert

To enter into an agreement with SignalTek for the purchase and installation of the solar powered School Zone traffic signals in an amount not to exceed \$35,000.00 to be funded from the FY 2019/2020 Budget Item No. 01-6-14-6274 Street Maintenance and to authorize the City Manager to execute same on behalf of the City.

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

CARRIED.

[04 06 20 School Zone Signage](#)

- 12) Discussion and possible action to approve the Contract Amendment with Crafton/Tull & Associates, Inc. in a total amount not to exceed

\$25,000.00 and to authorize the City Manager to execute same.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of a Contract Amendment with Crafton/Tull & Associates, Inc. in a total amount not to exceed \$25,000.00, to cover services for Phase II of the Warrior Road Rehabilitation Project.

Moved by Joyce Calvert, seconded by Momodou Ceesay

To approve the Contract Amendment with Crafton/Tull & Associates, Inc. in a total amount not to exceed \$25,000.00 and to authorize the City Manager to execute same.

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

CARRIED.

[04 06 20 CraftonTull Contract Change Order](#)

- 13) Discussion and possible action to approve Resolution No. 2020004, a Resolution renewing the User Agreement between the City of Glenpool and the South County Soccer Club for operation of the Glenpool Soccer Complex [less the concession facility], and the User Agreement between City of Glenpool and Lance and Michelle Cole for operation of the Glenpool Soccer Complex concession facility.
(Lowell Peterson, City Attorney)

Mr. Peterson presented and recommended Council approval of Resolution No. 2020004, a Resolution renewing the User Agreement between the City of Glenpool and the South County Soccer Club for operation of the Glenpool Soccer Complex [less the concession facility], and the User Agreement between City of Glenpool and Lance and Michelle Cole for operation of the Glenpool Soccer Complex concession facility. Both User Agreements require annual renewal by the City Council and renewal of approval by the BOCC.

Moved by Jacqueline Triplett-Lund, seconded by Joyce Calvert

To approve Resolution No. 2020004, a Resolution renewing the User Agreement between the City of Glenpool and the South County Soccer Club for operation of the Glenpool Soccer Complex [less the concession facility], and the User Agreement between City of Glenpool and Lance and Michelle Cole for operation of the Glenpool Soccer Complex concession facility.

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

CARRIED.

[Staff Memo Resolution No. 2020004 re Renewal of Lance SoCoSoCl - 040620](#)
[Resolution No. 2020004 renew User Agreements](#)

K) Adjournment

Mayor Fox declared the meeting adjourned at 7:16 p.m.



To: HONORABLE MAYOR AND CITY COUNCIL
From: Susan White, District Administrator
Date: May 4, 2020
Subject: GEMS Trustee Appointment

Background

The GEMS District was created under and by virtue of Section 9c, Article X, of the Constitution of the State of Oklahoma. It provides for trustees to be appointed to five-year terms by the County Commissioners.

The Tulsa County Commission appointed the original members to the Board and desire a recommendation from the Glenpool City Council for all subsequent appointments as terms expire.

The term of Timothy Fox will expire on May 31. Trustee Fox has agreed to serve for an additional term if appointed.

Recommendation

Staff recommends the City Council request Tulsa County Commission to consider reappointing Timothy Fox for an additional five-year term, expiring May 31, 2025.



To: HONORABLE MAYOR AND CITY COUNCIL
From: Susan White, Assistant City Manager
Date: May 4, 2020
Subject: 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 urged to vote in the election of Trustees to the OMAG Board.

The Council should vote for three nominees. The ballot is attached showing the list of candidates seeking election to the Board of Trustees.

Staff Recommendation:

Staff recommends casting Glenpool's vote for the incumbents Pam Polk and Daniel Tarkington, as well as Gerald Haury, Town of Mannford. Mr. Haury actively participates with and supports the cities in our region.

Attachments:

OMAG Trustee Ballot

BALLOT

OKLAHOMA MUNICIPAL ASSURANCE GROUP 2020 Election of Three Trustees

The biographical sketch on the next page for each nominee was written by the person(s) who made the nomination. YOU MAY VOTE FOR THREE (3) NOMINEES.

- _____ PAMPOLK, City Manager, City of Collinsville (Incumbent)
- _____ DANIEL TARKINGTON, Mayor, City of Checotah (Incumbent)
- _____ JUSTIN BATTLES, Assistant City Manager, City of Mustang
- _____ JOHN DEAN, City Manager, City of Durant
- _____ ERNEST (Ernie) LEE DOWDELL, Councilmember, City of Clinton
- _____ LINDSEY GRIGG, City Clerk, City of El Reno
- _____ GERALD HAURY, Town Administrator, Town of Mannford
- _____ TIM LYON, City Manager, City of Midwest City
- _____ RUSS MEACHAM, Chief Financial Officer, City of Perry
- _____ STEPHEN MILLS, City Manager, City of Lindsay
- _____ KIM PETERSON, Vice-Mayor, City of Guymon
- _____ MARK WHINNERY, City Manager, City of Drumright
- _____ SCOTTY WHITE, Mayor, City of Poteau

SIGN AND ATTEST

Ballot cast for the governing body of the municipality of

Signed: _____
Mayor

Attested: _____ Date: _____, 2020
Clerk

**PLEASE BE ADVISED THAT THE FAILURE TO PROPERLY SUBMIT THIS BALLOT
WILL INVALIDATE THE BALLOT!**

Your Ballot must be received by the Oklahoma Municipal Assurance Group, 3650 S.
Boulevard, Edmond, OK 73013 no later than *May 31, 2020*, by:

- (1) sending a facsimile of the ballot to OMAG at (405) 657-1401;
- (2) emailing the ballot to elections@omag.org; or
- (3) sending the ballot to OMAG by certified mail.

SEE REVERSE FOR BIOGRAPHICAL SKETCHES

BIOGRAPHICAL SKETCHES

PAM POLK (Incumbent) Polk is city manager in Collinsville. She holds a BS in Business Administration and an MBA. Pam is the only Oklahoma female city manager to be credentialed through the ICMA organization. She was City Manager of the Year in 2017. Polk also serves on the OML Board of Directors. **(The City of Collinsville participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan and the Workers' Compensation Plan.)**

DANIEL TARKINGTON (Incumbent) Daniel is currently serving on the OMAG Board. Daniel has 14 years Municipal government experience. Daniel believes maintaining one's integrity is a privilege that should be closely guarded and serving others should be our goal. Daniel serves on many boards in the Community. **(Checotah participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

JUSTIN BATTLES Justin is Mustang's Assistant City Manager, employed with Mustang for 18 years. Justin is a member of the Oklahoma City Manager's Association, International City Manager's Association, and Oklahoma Recreation and Parks Society. Justin has experience with tort claims, manages City infrastructure, and oversees capital projects. **(Mustang participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

JOHN DEAN John retired from US Army Special Forces. He has been in city management since 2007. John holds a Master of Arts degree in Human Resources Management and Master of Public Administration degree. He earned the ICMA Credentialed Manager designation and Certified Municipal Official designation from the Oklahoma Municipal League. **(Durant participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

ERNIE LEE DOWDELL Born and graduated high school in Clinton. 1998 graduate University of Oklahoma. Moved back to Clinton to family car business. Married in September 1999. We have three children. I currently own and operate three businesses that employ twenty-five people. I won my city council seat in November 2018. **(Clinton participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

LINDSEY GRIGG Lindsey is the City Clerk for the City of El Reno, employed with the city for 12 years. She is a member of OMCTFOA, OAPT, GFOAO and serves on the OMCTFOA and OAPT State boards. Lindsey oversees insurance procedures for the City of El Reno. **(El Reno participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

GERALD HAURY A Town Administrator for Mannford, Gerald manages the Town's natural gas and electric distribution and senior housing operations. Gerald believes in the OMAG model using OMAG's programs and training for his employees. Gerald supports these programs and will work to ensure OMAG stays a strong partner for cities and towns. **(Mannford participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

TIM LYON Tim Lyon has over 35 years of local government experience specializing in Risk Management, an M.A. in Political Science, and is an accredited City Manager. For the past 20 years, he has served Midwest City as the Human Resources Director, Assistant City Manager, and now as the City Manager. **(Midwest City participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

RUSS MEACHAM Russ Meacham, CPA, has served as the CFO for the City of Perry since June 2008. Russ also serves as a consultant to over 40 municipalities across the state, assisting them with their financial needs. Russ's career began at Deloitte & Touche after graduation from the University of Oklahoma. **(Perry participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

STEPHEN MILLS Stephen is a retired Army Officer with extensive leadership and public service experience. He has a degree in Public Administration and has been in municipal government since 2010. He feels a strong sense of duty to represent rural Oklahoma and their particular issues and challenges. **(Lindsay participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan and the Workers' Compensation Plan.)**

KIM PETERSON Kim Peterson currently serves as Vice-Mayor. He previously served as Mayor for 6 years. Peterson, a graduate of OPSU has served on the OPSU Board of Directors, Mayors Council of Oklahoma, OML, OEDA, Guymon Industrial Foundation, Chamber of Commerce, Rodeo Board, Convention and Tourism Board, Kids Inc., United Way. **(Guymon participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan and the Workers' Compensation Plan.)**

MARK WHINNERY Mark Whinnery became Drumright's City Manager in 2012. He's a retired Air Force Colonel with 25 years of service. Mark has a Bachelor's in Communication, a Master's in Human Resources, and a Master's of Military Operational Art and Science. Mark was also an Air Force Fellow at the Rand Corporation. **(Drumright participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

SCOTTY WHITE Scotty was elected Mayor in April 2019. Prior, Scotty held a management position with a major oil and gas operator in Texas and Oklahoma. Scotty is a life-long resident of Poteau with his wife Sarah and two children. Scotty would serve OMAG well and be an asset to the team. **(Poteau participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**



To: HONORABLE MAYOR AND CITY COUNCILORS
From: Debbie Pengelly, HR Director
Date: April 16, 2020
Subject: City of Glenpool Nationwide 457(b) Retirement Account

Background

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was signed on Friday, March 27th as a new law that includes provisions to provide temporary support related to retirement assets to help Americans deal with the economic impacts of the pandemic. These provisions are effective retroactively to January 1, 2020.

Among its provisions, the CARES Act makes it easier to withdraw funds saved in certain tax-advantaged retirement accounts and traditional individual Retirement Accounts (IRAs), temporary changes that eliminate tax penalties on certain early withdrawals, relaxes the rules on loans from some types of accounts, and waives Required Minimum Distributions during the 2020 calendar year.

Not all tax-advantaged retirement account holders can take advantage of the CARES Act's relaxed early distribution and loan provisions. Specifically, the legislation restricts relief to qualified participants with valid COVID-19 related reasons for early access to retirement funds. These include:

- Being diagnosed with COVID-19
- Having a spouse or dependent diagnosed with COVID-19
- Experiencing a layoff, furlough, reduction in hours, or inability to work due to COVID-19 or lack of childcare because of COVID-19.

Plan Amendments

Adding a new coronavirus-related distribution option and providing plan loan relief are optional. Plan sponsors may adopt any of these provisions immediately in operation. If adopted, the retirement plan document must be amended on or before the last day of the first plan year beginning on or after January 1, 2022, or a later date provided by the Treasury Secretary. Governmental plans must be amended on or before the last day of the plan year beginning on or after January 1, 2024.

While plan amendments must be approved by the IRS, Nationwide Mutual Insurance Company and our plan advisors, Pension Solutions are asking that we complete their CARES Act forms stating that we are electing to implement the provisions of the CARES Act.

Staff Recommendation

Staff recommends adopting the retirement plan provision of the CARES Act. There is no financial impact to the city, as the City of Glenpool 457(b) Retirement Plan is an employee only contribution plan.

Attachments

- Nationwide Plan Sponsor Election of CARES Act Provision Form
- Pension Solution CARES Act Operating Policy Form

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Brandon Kearns, Jacqueline Lund and Joyce Calvert
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight
www.glenpoolonline.com



Nationwide®

Plan Sponsor Election of CARES Act Provisions Private Sector Operations

Page 1 of 1

Phone: 877-588-6724 • nrpcares@nationwide.com

This form is to be used to elect plan provisions made available under the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

1. Plan Information

Plan Number: 871-60154 Plan Name: CITY OF GLENPOOL 457(B) RETIREMENT PLAN

2. Election of Provisions (select all that apply)

☒ **Coronavirus-Related Distributions**

A coronavirus-related distribution is available to participants who have been impacted by COVID-19 and otherwise may not be eligible for a distribution under the terms of the Plan.

- Participants may take up to \$100,000.00 across all Plans controlled by this employer between January 1, 2020 and December 31, 2020
- Distributions per participant may not exceed 100% of their total vested balance(s)
- Participants must self-certify they meet at least one of the following qualifications:
 - They have been diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention
 - They have a spouse or dependents diagnosed with such virus or disease by such a test
 - They have experienced adverse financial consequences stemming from such virus or disease as a result of: being quarantined, furloughed, laid off, reduced work hours, unable to work due to lack of child care, closing or reduction of hours of a business owned or operated by the individual
- 10% early withdrawal tax may be waived
- Ordinary income tax may be paid in equal installments over a three-year period, beginning in tax year 2020
- Participants may repay distributions, exclusive of contribution limits, within the three-year period

☒ **Enhanced Loans** - If this Plan doesn't currently permit loans, you will need to contact Nationwide for assistance setting up a loan program for your Plan.

For a 180-day period beginning March 27, 2020 and ending September 23, 2020, the Plan may offer loans to participants who are impacted by COVID-19. The terms of the loan differ from traditional loans:

- Increases current retirement Plan loan limits to the lesser of \$100,000 or 100% of the participant's vested account balance.
- Participants have the option to suspend loan repayments until at least January 1, 2021. Loan interest will continue to accrue during the suspension of payments.
- Participants must self-certify they meet at least one of the following qualifications:
 - They have been diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention
 - They have a spouse or dependents diagnosed with such virus or disease by such a test
 - They have experienced adverse financial consequences stemming from such virus or disease as a result of: being quarantined, furloughed, laid off, reduced work hours, unable to work due to lack of child care, closing or reduction of hours of a business owned or operated by the individual

3. Authorization

I, as the Plan Sponsor or an authorized person acting on behalf of the Plan Sponsor for the above named Plan, elect the CARES Act provision(s) indicated above.

I understand that Nationwide will waive the payment of non-systematic RMDs due in 2020 per the CARES Act unless a participant contacts Nationwide and requests to receive their RMD.

- If the Plan would like a different arrangement for RMD distributions, please contact your Nationwide representative.

Nationwide will update your Plan documents (if applicable) to reflect the above changes.

Authorized Signer:

Printed Name: _____

Signature: _____ Date: _____

NOTE: Adobe Signature is not permitted.

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PNF-0592AO.1 (04/2020)

CARES Act Operating Policy - Optional

Enactment Date: March 27, 2020

Plan Name: The City of Glenpool 457(b) Retirement Plan ("Plan")

Check ☒ the operating policies that are to be codified as an amendment to the Plan in accordance with the CARES Act.

Section 1 – Optional Provisions

I. Qualifications Applicable to COVID-19 Loan or Distribution Provisions of the CARES Act

- a. The participant must have been diagnosed with COVID-19 by a test approved by the Centers for Disease Control and Prevention ("CDC").
- b. The participant's spouse or dependent(s) must have been diagnosed with COVID-19 by a test approved by the Centers for Disease Control and Prevention ("CDC").
- c. Due to the COVID-19 pandemic, the participant has suffered adverse financial consequences that result in: being furloughed; being quarantined; being laid off; receiving reduced compensation due to a cutback of paid work hours; the close or reduction of a business; or, such other categories that may be outlined/defined by the US Treasury.

II. Loan Provisions (may select either or both options)

- ☒ The maximum loan amount is increased to the lesser of \$100,000 or 100% of the participant's vested balance. (The increase in available loan amounts expires September 23, 2020 (180 days after the Enactment Date).
- ☒ Loan payments may be delayed by one (1) year including:
- Loans outstanding on or after the Enactment Date; and
 - Loan payments due from the Enactment Date through December 31, 2020.

III. Distribution Provisions

- ☒ The maximum distribution amount is increased to \$100,000 per individual participant. (Applies to all plans of Employer/Plan Sponsor's controlled group, as applicable.)
- Waives ten percent (10%) early distribution penalty for participants that have not attained age 59 ½.
 - The twenty (20%) federal withholding requirement is waived. DOES NOT WAIVE APPLICABLE STATE OR FEDERAL TAXES.
 - Waives 402(f) notice (special tax notice) and direct trustee-to-trustee transfer is waived
 - Allows regular income taxes due on the distribution to be spread over three (3) years unless the participant elects otherwise.
 - Allows distribution(s) to be repaid within three (3) years of the date of distribution to any plan or IRA that accepts rollover contributions (Repayments are treated as a rollover contribution).

Section Two – Mandatory Provisions

I. Qualifications Applicable to the Required Minimum Distributions ("RMDs") Provisions of the CARES Act

- a. The CARES Act waiver applies to participants required to receive an RMD during the 2020 calendar year.
- b. Participants that have reached RMD age may elect to take an RMD for 2020 but are not required to do so. **The CARES Act RMD waiver is optional for participants.**

II. Required Minimum Distributions ("RMDs")

- a. Waives RMDs that are required to be made during the 2020 calendar year.
- b. Waives RMDs due as a death benefit in accordance with the 5 or 10 year rules, extending such limits by 1 year.
- c. Waives RMDs paid during the 2020 calendar year but prior to the Enactment Date. Such RMDs may be rolled over in accordance with the sixty (60) day rollover rules.

I, the undersigned, have elected to adopt the operating policies checked above and understand that such operating policies must be adopted as an amendment to the Plan by the last day of the plan year beginning on or after January 1, 2022 (Government plans are provided an additional two (2) years). Furthermore, I acknowledge that the CARES Act has granted broad and expansive authority to the Internal Revenue Service ("IRS") and the Department of Labor ("DOL"), which may affect the above elections and/or require additional amendments. I have provided all Plan participants a copy of this signed CARES Act Operational Policy.

By:

Printed Name of Plan Representative

Signature of Plan Representative

Date



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: RELEASE OF LETTER OF CREDIT

DATE: MAY 5, 2020

BACKGROUND

This item is for Council consideration and action regarding the approval to release a certain Letter of Credit (LOC) originally issued to The City of Glenpool by Prime Bank of Edmond Oklahoma per the attached copy. The LOC was required of Park 151 CS LLC of Bixby, Oklahoma covering the installation of a certain public sanitary sewer line designed and installed to serve Park 151 Addition located at the Northeast corner of 151st Street and Elwood Ave. See attached map. The LOC was also required as a condition of the release of the final subdivision plat for recording purposes which, in-turn, was required prior to issuing building permits within this commercial project. The subject sanitary sewer has been installed, inspected, bonded, and is being dedicated to and accepted by the Glenpool Utility Services Authority (GUSA) in a separate action this date.

Staff Recommendation:

Staff has reviewed and approved the proposed Release Document for the original LOC and is requesting Council approval to officially execute said release document as submitted.

Attachments:

1. Original Letter of Credit
2. Requested Release of Letter of Credit
3. Sanitary Sewer Plan Sheet – Park 151 Addition

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number: 2019664179
Amount: U.S. \$ 31,400.00 (thirty one thousand four hundred dollars and zero cents U.S. DOLLARS)

This Letter of Credit is issued on September 19, 2019 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

APPLICANT:

PARK 151 CS LLC
Entity Type: Limited Liability Company
14050 S Peoria Ave Ste 109
Bixby, OK

BENEFICIARY:

CITY OF GLENPOOL
Entity Type: Corporation
12206 S Yukon Ave
Glenpool, OK 74033

ISSUER:

PRIME BANK
1016 W Covall
Edmond, OK 73003

1. **LETTER OF CREDIT.** Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one). Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under Prime Bank Letter of Credit No. 2019664179 dated September 19, 2019." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

2. **DRAWINGS.** Partial drawings shall not be permitted under this Letter of Credit. "Draft" means a draft drawn at sight.

3. **DOCUMENTS.** Each Draft must be accompanied by the following, in original and two copies except as stated:

A. The original Letter of Credit, together with any amendments.

B. A sight draft drawn by Beneficiary on Issuer.

C. The following other documents: 1. A SIGNED STATEMENT FROM THE DIRECTOR OF PUBLIC WORKS FOR THE CITY OF GLENPOOL STATING THAT PARK 151 CS LLC HAS NOT COMPLETED PUBLIC IMPROVEMENTS (WATER AND SEWER FACILITIES).

2. THE ORIGINAL OF THIS LETTER OF CREDIT.

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

4. **EXPIRATION DATE.** This Letter of Credit expires at the close of business at Issuer's address at Midnight Central Time (Time) on September 19, 2020 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

5. **NON-TRANSFERABLE.** This Letter of Credit is not transferable.

6. **APPLICABLE LAW.** This Letter of Credit is governed by the International Standby Practices 1998 (ISP98). This Letter of Credit is also governed by the laws of , except as those laws conflict with the International Standby Practices 1998 (ISP98).

ISSUER:

Prime Bank

By Kenny Thomas
Kenny Thomas, Sr Vice President

Date

9-19-19

Park 151 CS LLC
Standby Letter Of Credit
OK/4XXALYSON000000002027042N

Walters Kluwer Financial Services ©1996, 2019 Bankers Systems™

Page 1



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RELEASE OF IRREVOCABLE LETTER OF CREDIT

This Release of Irrevocable Letter of Credit (the "Release") is hereby presented by the **City of Glenpool, 12205 S Yukon Ave., Glenpool, OK 74033** (the "City") to **Park 151 CS, LLC, 14050 S. Peoria Ave Ste 109, Bixby, OK 74008**, (the "Principal"), and **Prime Bank, 1016 W. Covell, Edmond, OK 73003**, (the "Surety Company") dated September 19, 2020.

WHEREAS, Principal and Surety Company have posted an Irrevocable Letter of Credit, **Letter of Credit No. 2019564179**, in favor of the **City of Glenpool** (the "City") as surety for the improvements, installations and lot improvements required by the City of Glenpool Subdivision Control Ordinance, other applicable Ordinances of the City, for the subdivision known as **Park 151 Subdivision** (the "Subdivision"); and,

WHEREAS, the City has approved and accepts the one-year Maintenance Bond **(Oklahoma Surety Company - Bond No. 1016430)** for Park 151 Subdivision Sanitary Sewer.

NOW, THEREFORE, the Irrevocable Letter of Credit issued for the above indicated improvements is hereby released.

City of Glenpool

Approved this _____ day of _____, _____

By: _____

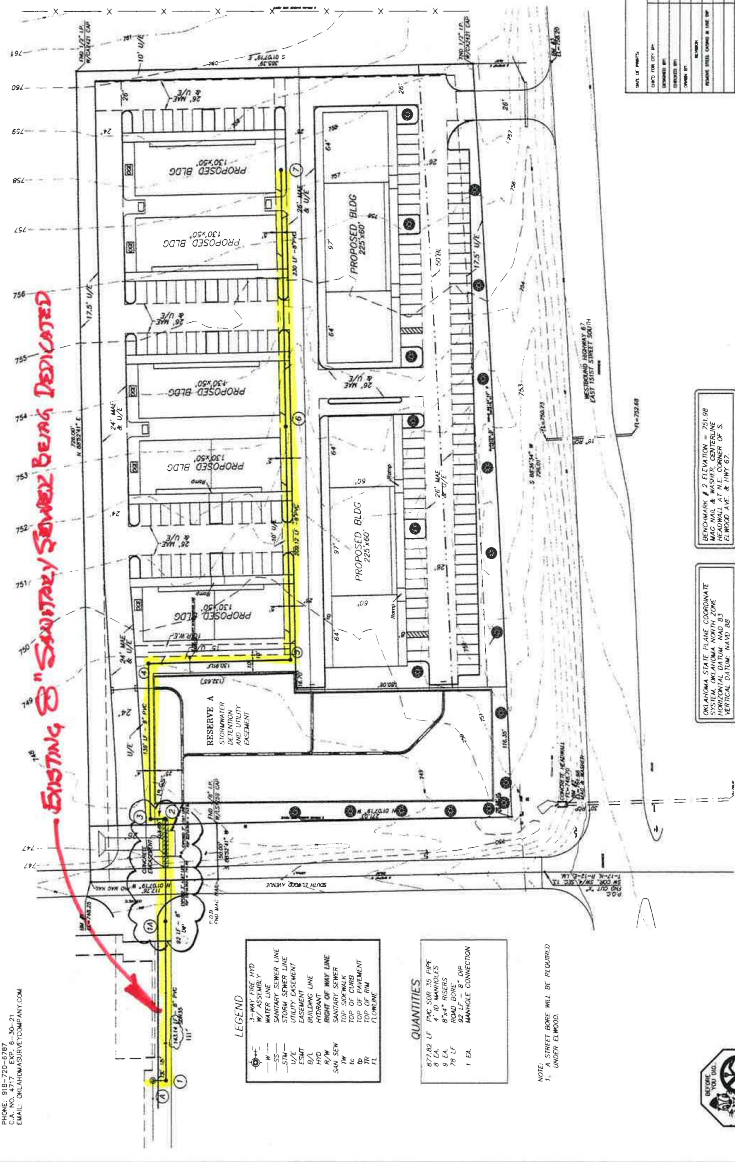
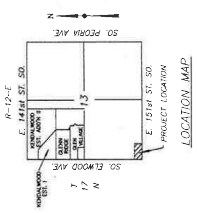
Printed: _____

Title: _____

PARK 151 GLENPOOL, OKLAHOMA

OWNER:
GLENPOOL, OKLAHOMA
1125 S. GLENPOOL AVENUE
GLENPOOL, OKLAHOMA 73436
PHONE: 405-271-1100

DESIGNER:
SUNBELT ENGINEERING COMPANY
1125 S. GLENPOOL AVENUE
GLENPOOL, OKLAHOMA 73436
PHONE: 405-271-1100
FAX: 405-271-1101
EMAIL: GLENPOOL@SUNBELT.COM



LEGEND

1" = 10'	1" = 10'
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QUANTITIES

ITEM	QUANTITY	UNIT
1. 8" SANITARY SEWER	1.00	LINEAL FEET
2. 8" SANITARY SEWER	1.00	LINEAL FEET
3. 8" SANITARY SEWER	1.00	LINEAL FEET
4. 8" SANITARY SEWER	1.00	LINEAL FEET
5. 8" SANITARY SEWER	1.00	LINEAL FEET

NOTE: ALL DIMENSIONS SHALL BE FOLLOWED
1. 8" SANITARY SEWER

THE OWNER SHALL MAINTAIN A RECORD OF ALL CHANGES TO THE ORIGINAL PLAN. THE OWNER SHALL MAINTAIN A RECORD OF ALL CHANGES TO THE ORIGINAL PLAN. THE OWNER SHALL MAINTAIN A RECORD OF ALL CHANGES TO THE ORIGINAL PLAN.



RECORD DRAWING
DATE: 11/16/2010
BY: [Signature]

Charles R. [Signature]
Professional Engineer
No. 10100

PARK 151

NO.	DATE	DESCRIPTION	BY	CHKD.
1	11/16/2010	ISSUED FOR PERMIT	[Signature]	[Signature]
2	11/16/2010	ISSUED FOR PERMIT	[Signature]	[Signature]
3	11/16/2010	ISSUED FOR PERMIT	[Signature]	[Signature]
4	11/16/2010	ISSUED FOR PERMIT	[Signature]	[Signature]
5	11/16/2010	ISSUED FOR PERMIT	[Signature]	[Signature]



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: ACCEPTANCE OF GENERAL UTILITY EASEMENT DEDICATION

DATE: MAY 5, 2020

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a General Utility Easement dedication covering a certain tract of land located within a part of Lot 1, Block 2 of South 75 Business Park: Phase III Addition. This easement is being dedicated to the public to provide for the installation of a certain public waterline intended to serve the Mammoth Luxury Garage Condominium Project located at the North East corner of 166th Street South and Broadway Avenue as illustrated on the attached map.

Staff Recommendation:

Staff has reviewed and approved the document format and content of this easement grant and is requesting Council approval and acceptance of this General Utility Easement dedication as submitted.

Attachments:

- A. General Utility Easement Dedication and Supporting Documents

GENERAL UTILITY EASEMENT

[illegible]

ET&T Land Holdings, LLC, an Oklahoma Limited Liability Company, the undersigned (Grantor), as the owner of the legal and equitable title of the following described real estate (Property), for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable considerations, the receipt of which is acknowledged, does hereby grant and convey to the City of Glenpool, a Municipal Corporation (GRANTEE), a general utility easement through, over, and across the following described Property:

See Exhibits "A.1" and "A.2" attached hereto and made a part of this easement grant by reference;

for the purpose of permitting Grantee and Franchise Utility services thereon, through, over, under, and across said property, together with all necessary and convenient appurtenances thereto; to use and maintain the same; and affording Grantee and Franchise Utility service provider officers, agents, employees, and/or all persons under contract with either, the right of access at all times to and upon said premises and strip of land for the purposes of surveying, excavating for, constructing, building, operating, repairing, and maintaining all such utility services and associated appurtenances.

The Grantee and Franchise Utility service providers are hereby given and granted the non-exclusive possession of said above described premises for the purposes aforesaid and Grantor, for itself and its heirs, administrators, successors, and assigns, covenants and agrees, which covenant and agreement shall be binding on the Grantor, its heirs, administrators, successors and assigns, and shall be enforceable by the City of Glenpool, Oklahoma and by Franchise Utility service providers that:

- 1) Within the general utility easement, no building, structure, or other above or below ground obstruction that interferes with stated uses and purposes of the general utility easement shall be placed, erected, installed, or maintained; provided nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping, retaining walls, signs, and customary screening fences, provided such improvements do not constitute an obstruction, as determined by the City of Glenpool, and are permitted by the City of Glenpool;
- 2) Grantee shall not be responsible for damage to permitted improvements placed within the general utility easement by the Grantor or third party resulting from repair, maintenance, or the installation of Grantee facilities;
- 3) Grantee has the right to recover the costs of any repairs necessary, due to the actions of the Grantor or other persons in privity with it, to the facilities the Grantee has installed within the general utility easement;
- 4) Changes in finished grade in excess of twelve (12) inches shall be prohibited;

- 5) In the event these terms are violated by the Grantor or other persons in privity with it, such violation will promptly be corrected and eliminated upon receipt of notice from the Grantee or Franchise Utility supplier, or the Grantee or Franchise Utility supplier shall have right to remove or otherwise eliminate such violation, and Grantor, its heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

TO HAVE AND TO HOLD such easement unto to the City of Glenpool (Grantee), its successors or assigns as aforesaid:

Signed and delivered this 28th day of APRIL, 2020.


ET&T Land Holdings, LLC (Grantor)
By: THOMAS TORSERSON, MEMBER of LLC

STATE OF Oklahoma)
) SS
COUNTY OF Tulsa)

CORPORATE ACKNOWLEDGEMENT

28th Before me, the undersigned, a Notary Public in and for said County and State, this day of April, 2020, personally appeared THOMAS TORSERSON, to me known to be the identical person who executed the foregoing instrument, as MEMBER of ET&T Land Holdings, LLC, an Oklahoma Limited Liability Company, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

My Commission Expires: Jan 14, 2024


Notary Public

ACCEPTED BY:

CITY of GLENPOOL
A Municipal Corporation

Dated this: _____, day of _____, 2020

By: _____



Mayor: Tim Fox

ATTEST:

Wendy Knight
City Clerk

APPROVED AS TO FORM:

Lowell Peterson
City Attorney

Exhibit "A.1"
South 75 Business Park Phase III
Utility Easement Description

PAGE 1 OF 1

Description

A TRACT OF LAND THAT IS A PART OF LOT ONE (1), BLOCK TWO (2), "SOUTH 75 BUSINESS PARK PHASE III", A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6894), SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE SOUTHEAST CORNER OF SAID LOT 1, THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID LOT 1 FOR THE FOLLOWING THREE (3) COURSES; SOUTH 88°46'43" WEST FOR A DISTANCE OF 410.97 FEET; THENCE ALONG A 30.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF NORTH 46°13'17" WEST FOR 42.43 FEET, FOR AN ARC DISTANCE OF 47.12 FEET; THENCE NORTH 1°13'17" WEST FOR A DISTANCE OF 202.30 FEET; THENCE NORTH 88°46'43" EAST FOR A DISTANCE OF 17.50 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 1°13'17" WEST AND PARALLEL WITH THE WEST LINE OF SAID LOT 1 FOR A DISTANCE OF 20.00 FEET; THENCE NORTH 88°46'43" EAST AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1 FOR A DISTANCE OF 112.00 FEET; THENCE SOUTH 1°13'17" EAST AND PARALLEL WITH SAID WEST LINE FOR A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°46'43" WEST AND PARALLEL WITH SAID SOUTH LINE FOR A DISTANCE OF 112.00 FEET; TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 2,240 SQUARE FEET OR 0.051 ACRES.

Basis of Bearing

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83-1993); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

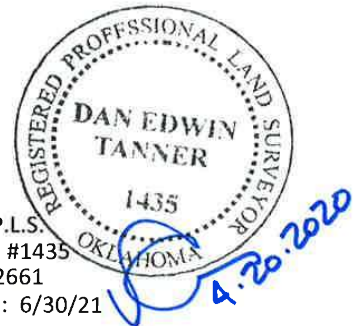
- (1) FOUND MAGNETIC NAIL AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 26;
- (2) FOUND 3/8" IRON PIN AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 26;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°06'59" EAST.

Certification

I, DAN E. TANNER, OF TANNER CONSULTING, LLC, CERTIFY THAT THE ATTACHED DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE REAL PROPERTY AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

DAN E. TANNER, P.L.S.
OKLAHOMA P.L.S. #1435
OKLAHOMA CA #2661
EXPIRATION DATE: 6/30/21



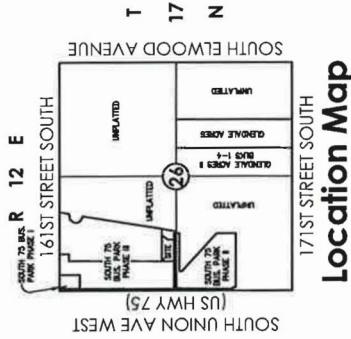
04/20/2020 NMARES 19146EX UTILITY EASEMENT

 **Tanner Consulting LLC**
5323 SOUTH LEWIS AVENUE, TULSA OKLAHOMA 74105-6539 | 918.745.9929

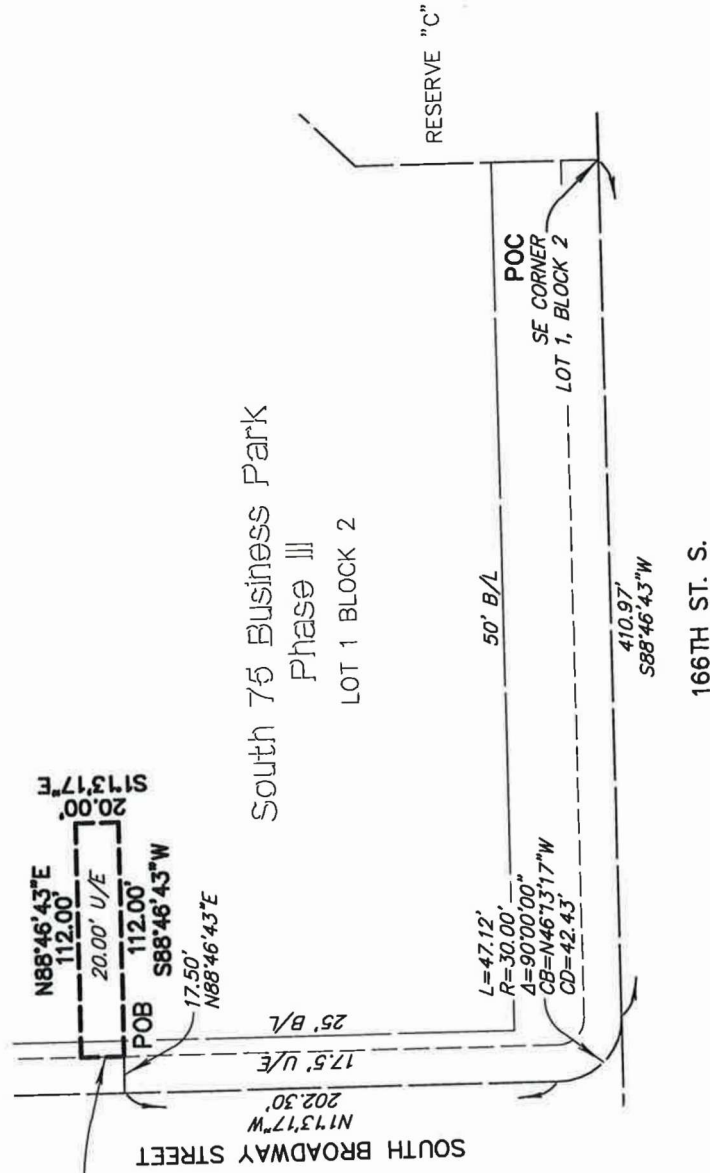
Exhibit "A.2"

South 75 Business Park Phase III

Utility Easement Exhibit



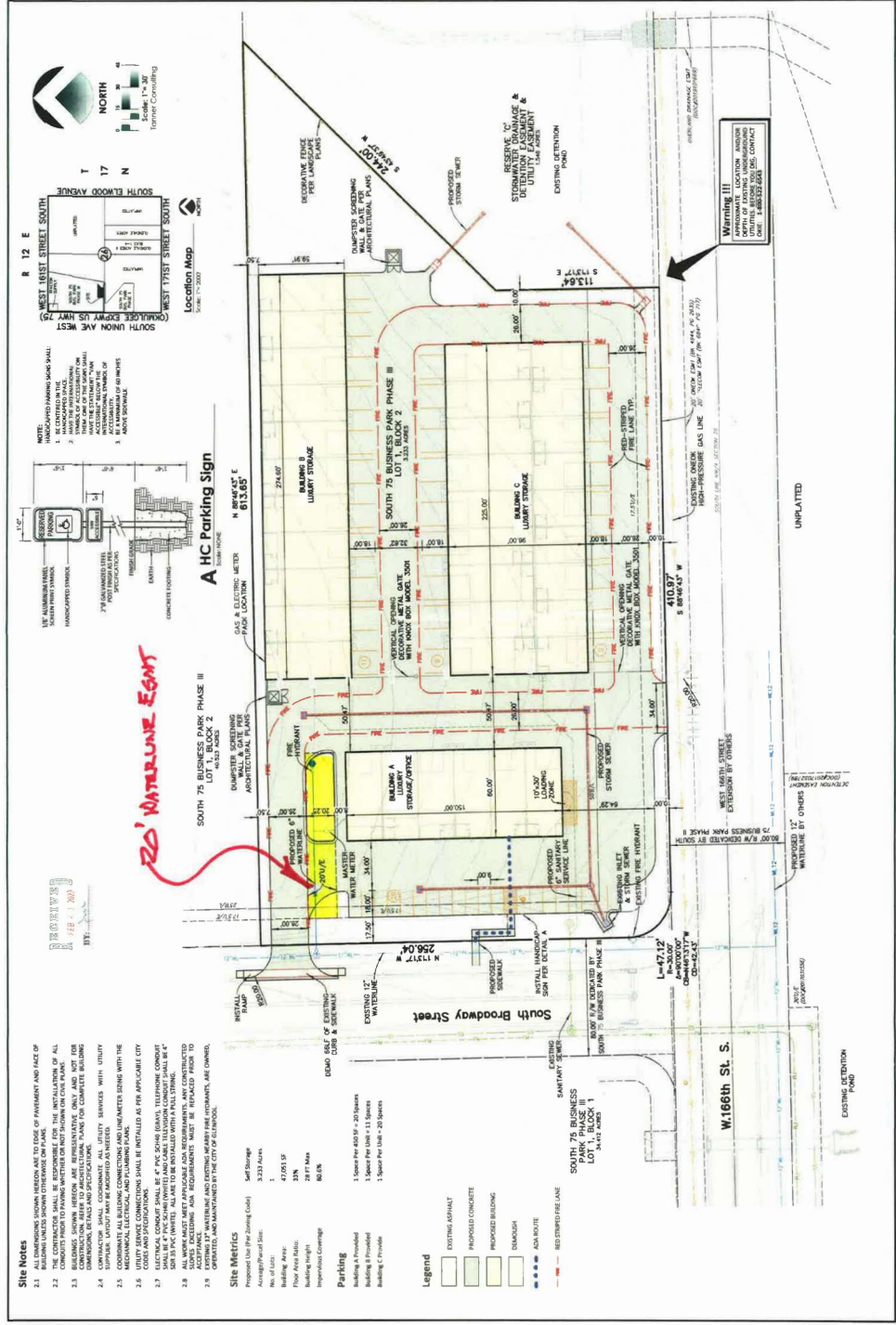
Location Map



- LEGEND**
- POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - L LENGTH
 - R RADIUS
 - Δ DELTA ANGLE
 - CB CHORD BEARING
 - CD CHORD DISTANCE

04/20/2020 NMARES 19146EX UTILITY EASEMENT

Tanner Consulting LLC
 5323 SOUTH LEWIS AVENUE, TULSA, OKLAHOMA 74105-6539 | 918.745.9925





MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

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

**RE: CONTRACR BID TABULATION AND RECOMMENDATION FOR
CONTRACTOR SELECTION COVERING PHASE 11 OF THE
WARRIOR ROAD REHABILITATION PROJECT**

DATE: MAY 4, 2020

BACKGROUND

This item is for Council consideration and action regarding the review along with Staff related recommendations pertaining to the contract bids received April 24th, 2020 covering Phase II of the proposed rehabilitation of Warrior Road between 151st Street and 146th Street. The attached Bid Tabulation illustrates the breakdown of the two (2) individual bids received from the listed Contractors. As noted, pricing range from a low of \$695,831.00 to a high of \$698,349.80. The attached Bid Tabulation sheet received from Crafton/Tull Consulting Engineers, identifies the low Bidder on the project as Dunham's Asphalt Services, Inc. located in Sapulpa with a total cost of \$695,831.00. This bid total is \$39,442.00 more than the pre-bid Engineers Estimate for the project. The Letter of Recommendation from Crafton/Tull recommends this construction company be selected as the General Contractor for the project. As a result, the City has issued a formal Notice of Intent to Award to this company dated and acknowledged April 29, 2020 initiating their effort to procure the required bonding and insurance coverages specified in the actual Construction Contract.

Generally, the scope of work covered under Phase II of this overall rehabilitation project deals with the demolition and replacement of all existing asphalt paving surfacing, concrete curbing, and certain existing driveway approaches along the length of a certain portion of Warrior Road as illustrated on the attached aerial photo map. The Phase II work is scheduled to commence during the week of May 4th and is required to be fully complete within 75 calendar days or by approximately July 18th – baring weather related delays. Such completion date is well in advance of the start of the 2020/2021 school year scheduled for August 15th.

Staff Recommendation:

Based on a careful evaluation of the bids received covering the proposed Phase II portion of the overall rehabilitation project (Bid Tabulation), Staff is recommending Council approval of the Contract Bid received from Dunham's Asphalt Services, Inc. in the total amount of \$695,831.00 and to authorize the City Manager to execute a Contract Agreement with this firm for the specified Scope of Work – not to exceed the listed Bid total. Said scope of work listed in the Contract Agreement is to be funded from the current account balance remaining in the FY 2019/20120 Budget under Item No.50-6-14-6360: Street Improvements.

Attachments:

- A. Bid Tabulation
- B. Engineering Consultant Recommendation
- C. Notice of Intent to Award
- D. Construction Contract Agreement
- E. Required Bonds & Insurance Verification

DATE: 27-Apr-20
CTA PROJECT NUMBER: 18400301

Page 75 of 120



201 W. 5th Street
Tulsa, OK 74103
918.584.0347 / 918.584.3783
www.craftontull.com

4-29-2020

Lynn Burrow, P.E., CFM, City Engineer
Glenpool City Hall
12205 S. Yukon Ave
Glenpool, OK

RE: Warrior Road Paving Expansion – Phase II
Contractor Recommendation

Dear Mr. Burrow,

Bids were received for Warrior Road Paving Expansion Phase II and were opened at the public meeting in Glenpool City Hall, 12205 S. Yukon Ave., on Friday, April 24th, 2020 at 10 am.

Two bids were received: Dunham's Asphalt and A&A Asphalt.

The unit prices were tabulated for each bid to verify the actual bid received. We did find a mathematical error in Dunham's Asphalt Inc. total bid price. If you reference page CD-9 paragraph 16.1 of the bid documents:

"Discrepancies in multiplication of units of work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum"

Using the correct sum of unit prices, Dunham Asphalt Inc. was the low bid.

Based upon the above, we recommend the City of Glenpool accept the bid from Dunham Asphalt Inc. and enter into contract for the work.

Best Regards,

Jerry Kelso, P.E.

Attachment: Bid Tabulation

NOTICE OF AWARD

TO: CONTRACTOR:

Dunham's Asphalt Services, Inc.
6213 South 103rd West Avenue
Sapulpa, Oklahoma 74066

PROJECT Description (WORK):

City of Glenpool (OWNER) Paving Project:

A.K.A. Warrior Road Rehabilitation Project: Phase II

The OWNER has considered the BID submitted by you as the CONTRACTOR dated April 24th, 2020 and as corrected on April 28, 2020 for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BASE BID has been tentatively accepted for the listed work items in the total amount of : Six Hundred Ninety Five Thousand Eight Hundred Thirty One Dollars (\$695,831.00) and that the official acceptance of this award is to be presented to, and approved by, the Glenpool City Council on May 4th, 2020. Such approval and acceptance of your Bid shall authorize the creation and execution of a Contract Agreement covering the listed scope of work in your Bid.

If you fail to execute said Contract Agreement and to furnish the required bonds and certificates of Insurance coverage within the (10) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. In that event, the OWNER shall be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 29th day of April, 2020.

The City of Glenpool
OWNER

By: _____

Signature

Name: _____

(Print or Type)

Title: City Manager

NOA - 1 of 1

CONTRACTOR ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged by: Dunham's Asphalt Service, Inc. (Contractor) this 28th day of April, 2020, and hereby certifies that this firm does not appear on the List of Parties Excluded from Federal Procurement and Non-Procurement Programs i.e., the list of Debarred Contractors.

CONTRACTOR: Dunham Asphalt Service Inc.

By [Signature]

Title TIM Quattrocchi Project Manager
Signature: (Print or Type)

Date: 4-29-2020



City of Glenpool

Warrior Road Paving Rehabilitation Project: Phase II

Public Bid: Sign-in Sheet

Date: April 24, 2020

Attendee:

Affiliation:

Contact Email Address:

John Staires

City of Glenpool

jstaires@cityofglenpool.com

Chris Sanders

A&A Asphalt

chris@aaaasphaltco.com

LYNN BURROW

CITY OF GLENPOOL

LBURROW@CITYOFGLENPOOL



City of Glenpool

Warrior Road Paving Rehabilitation Project: Phase II

Public Bid Acceptance and Reading:

Date: April 24, 2020

Bidder:

Total Bid Amount:

A&A Asphalt

\$ 698,349.80

Dunham Asphalt

\$ 707,631.00

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Joyce Calvert, Brandon Kearns, and Jacqueline Lund
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight
www.glenpoolonline.com



BID

- (A) PROJECT IDENTIFICATION: Warrior Road Expansion – Phase II
- (B) CTA JOB # 18400301
- (C) THIS BID IS SUBMITTED TO: (Name and address of Owner)
The City of Glenpool, 12205 S. Yukon Ave, Glenpool, OK 74003

1. The undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. **BIDDER** accepts all of the terms and conditions of the instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for forty-five (45) days after the days of the Bid opening. **BIDDER** will sign the Agreement with the Bonds and other documents required by the Contract Documents within fifteen (15) days after the date of Owner's Notice of Award.
3. In submitting this Bid, **BIDDER** represents, as more fully set forth in the Agreement, that:
 - (a) **BIDDER** has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE	NUMBER
<u>4.22.20</u>	<u>6</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- (b) **BIDDER** has familiarized himself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) **BIDDER** has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and accepts any determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which **BIDDER** is entitled to rely.
- (d) **BIDDER** has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (e) above which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as **BIDDER** considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by **BIDDER** for such purposes.
- (e) **BIDDER** has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities and/or will be required by **BIDDER** in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.03 of the General Conditions.

CD-12

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(f) **BIDDER** has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

(g) **BIDDER** has given **ENGINEER** written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the Written resolution thereof by **ENGINEER** is acceptable to **BIDDER**.

(h) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; **BIDDER** has not directly or indirectly induced or solicited any other **BIDDER** to submit a false or sham Bid; **BIDDER** has not solicited or induced any person, firm, or corporation to refrain from bidding; and **BIDDER** has not sought by collusion to obtain for itself any advantage over any other **BIDDER** or the **OWNER**.

(i) The Base Bid shall include all the work called for on the Plans and in the Specifications.

ADDENDA #1 ITEMS IN BID SCHEDULE ARE
DESIGNATED IN RED

Item No.

Item

1.0

CLEARING AND GRUBBING

LSUM

1

11,000.00

Eleven thousand Dollars
UNIT BID PRICE WRITTEN IN WORDS
Eleven thousand Dollars
TOTAL BID PRICE WRITTEN IN WORDS

2.0

EARTHWORK LUMP SUM

LSUM

1

27.000Thirty Seven thousand

UNIT BID PRICE WRITTEN IN WORDS

Thirty Seven thousand Dollars

TOTAL BID PRICE WRITTEN IN WORDS

3.0

TEMPORARY SILT FENCE

LF

1588

6352.00Six Dollars

UNIT BID PRICE WRITTEN IN WORDS

Six thousand three hundred fifty two Dollars

TOTAL BID PRICE WRITTEN IN WORDS

4.0

(PL) TEMPORARY INLET SEDIMENT FILTER

EA

10

6000.00
6.000Six thousand Dollars

UNIT BID PRICE WRITTEN IN WORDS

Sixty thousand Dollars

TOTAL BID PRICE WRITTEN IN WORDS

5.0

SOLID SLAB SODDING

SY

1112

3336.00Three Dollars

UNIT BID PRICE WRITTEN IN WORDS

Three thousand three hundred thirty six Dollars

TOTAL BID PRICE WRITTEN IN WORDS

6.0

SEEDING METHOD A

AC

1

1.000One thousand Dollars

UNIT BID PRICE WRITTEN IN WORDS

One thousand Dollars

TOTAL BID PRICE WRITTEN IN WORDS

CD-14

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7.0 AGGREGATE BASE TYPE A CY 1241 58.327^u

Fifty Seven
UNIT BID PRICE WRITTEN IN WORDS
Fifty Eight thousand three hundred twenty seven
TOTAL BID PRICE WRITTEN IN WORDS
Dollars

8.0 SUBGRADE, METHOD B SY 7812 23.436^u

three Dollars
UNIT BID PRICE WRITTEN IN WORDS
Twenty three thousand four hundred thirty six
TOTAL BID PRICE WRITTEN IN WORDS
Dollars

9.0 SEPARATOR FABRIC SY 7812 15.624^u

Two Dollars
UNIT BID PRICE WRITTEN IN WORDS
Fifteen thousand six hundred twenty four
TOTAL BID PRICE WRITTEN IN WORDS
Dollars

10.0 TACK COAT GAL 1039 3.112^u

Three
UNIT BID PRICE WRITTEN IN WORDS
Three thousand one hundred twelve
TOTAL BID PRICE WRITTEN IN WORDS
Dollars

11.0 SUPERPAVE, TYPE S3 (PG 64-22 OK) TON 2658 172.770^u

Sixty two Dollars
UNIT BID PRICE WRITTEN IN WORDS
One hundred seventy two thousand seven hundred
TOTAL BID PRICE WRITTEN IN WORDS
seventy Dollars

CD-15

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12.0 SUPERPAVE, TYPE S4 (PG 70-28 OK) TON 713

68.945⁰⁰
68.48⁰⁰ 710

UNIT BID PRICE WRITTEN IN WORDS

TOTAL BID PRICE WRITTEN IN WORDS

13.0 2'-8" COMB. CURB & GUTTER (6" BARRIER) LF 3863

65.571⁰⁰

UNIT BID PRICE WRITTEN IN WORDS

TOTAL BID PRICE WRITTEN IN WORDS

14.0 4" CONCRETE SIDEWALK SY 200

8800⁰⁰

UNIT BID PRICE WRITTEN IN WORDS

TOTAL BID PRICE WRITTEN IN WORDS

15.0 6" CONCRETE DRIVEWAY SY

574
558

31.570⁰⁰

UNIT BID PRICE WRITTEN IN WORDS

TOTAL BID PRICE WRITTEN IN WORDS

16.0 TACTILE WARNING DEVICE-NEW SF 40

20.80⁰⁰

UNIT BID PRICE WRITTEN IN WORDS

TOTAL BID PRICE WRITTEN IN WORDS

17.0 INLET CI DES. 2-STD EA 4 20,000⁰⁰

Five thousand dollar
UNIT BID PRICE WRITTEN IN WORDS

Twenty thousand dollar
TOTAL BID PRICE WRITTEN IN WORDS

18.0 INLET CI DES. 3-STD EA 2 10,000⁰⁰

five thousand dollar
UNIT BID PRICE WRITTEN IN WORDS

Ten thousand dollar
TOTAL BID PRICE WRITTEN IN WORDS

19.0 18" R.C. PIPE CLASS III LF 114 7980⁰⁰

Seventy dollar
UNIT BID PRICE WRITTEN IN WORDS

Seven thousand nine hundred eighty dollar
TOTAL BID PRICE WRITTEN IN WORDS

20.0 PIPE UNDERDRAIN COVER MAT'L CY 136 5440⁰⁰

Forty dollar
UNIT BID PRICE WRITTEN IN WORDS

five thousand four hundred forty dollar
TOTAL BID PRICE WRITTEN IN WORDS

21.0 18" HDPE PIPE LF 16 1120⁰⁰

Seventy dollar
UNIT BID PRICE WRITTEN IN WORDS

Eleven hundred twenty dollar
TOTAL BID PRICE WRITTEN IN WORDS

22.0 REMOVAL OF STRUCTURES AND OBSTRUCTIONS LSUM 1 6,000.⁰⁰

6,000
UNIT BID PRICE WRITTEN IN WORDS

Six thousand Dollars
TOTAL BID PRICE WRITTEN IN WORDS

23.0 REMOVAL OF ASPHALT PAVEMENT SY 4943 39,544.⁰⁰

Eight Dollars
UNIT BID PRICE WRITTEN IN WORDS

Thirty Nine thousand five hundred forty four Dollars
TOTAL BID PRICE WRITTEN IN WORDS

24.0 REMOVAL OF ASPHALT DRIVEWAY SY ~~408~~⁴²⁴ 2,544.⁰⁰

Six Dollars
UNIT BID PRICE WRITTEN IN WORDS

Two thousand five hundred forty four Dollars
TOTAL BID PRICE WRITTEN IN WORDS

25.0 REMOVAL OF CONCRETE DRIVEWAY SY 131 786.⁰⁰

Six Dollars
UNIT BID PRICE WRITTEN IN WORDS

Seven Hundred Eighty Six Dollars
TOTAL BID PRICE WRITTEN IN WORDS

26.0 REMOVAL OF CURB AND GUTTER LF 3726 14,904.⁰⁰

Four Dollars
UNIT BID PRICE WRITTEN IN WORDS

Fourteen thousand nine hundred four Dollars
TOTAL BID PRICE WRITTEN IN WORDS

27.0 REMOVAL OF SIDEWALK SY 334 2004.⁰⁰

Six Dollars
UNIT BID PRICE WRITTEN IN WORDS
Two thousand four Dollars
TOTAL BID PRICE WRITTEN IN WORDS

28.0 SAWING PAVEMENT LF 410 1640.⁰⁰

Four Dollars
UNIT BID PRICE WRITTEN IN WORDS
Sixteen hundred forty Dollars
TOTAL BID PRICE WRITTEN IN WORDS

29.0 SHEET ALUMINIUM SIGNS SF 50 1000.⁰⁰

Twenty Dollars
UNIT BID PRICE WRITTEN IN WORDS
One thousand Dollars
TOTAL BID PRICE WRITTEN IN WORDS

30.0 TRAFFIC STRIPE (PLASTIC) (4" WIDE) LF 4425 8850.⁰⁰

Two Dollars
UNIT BID PRICE WRITTEN IN WORDS
Eight thousand Eight hundred fifty Dollars
TOTAL BID PRICE WRITTEN IN WORDS

31.0 TRAFFIC STRIPE (PLASTIC) (8" WIDE) LF 95 475.⁰⁰

Five Dollars
UNIT BID PRICE WRITTEN IN WORDS
Four hundred seventy five
TOTAL BID PRICE WRITTEN IN WORDS

32.0	TRAFFIC STRIPE (PLASTIC) (24" WIDE)	LF	165	<u>2145.⁰⁰</u>
	<u>Thirteen Dollars</u>			
	UNIT BID PRICE WRITTEN IN WORDS			
	<u>Two thousand one hundred forty five Dollars</u>			
	TOTAL BID PRICE WRITTEN IN WORDS			
33.0	TRAFFIC STRIPE (PLASTIC) (ARROW)	EA	16	<u>2400.⁰⁰</u>
	<u>One hundred forty dollar</u>			
	UNIT BID PRICE WRITTEN IN WORDS			
	<u>Two thousand four hundred Dollars</u>			
	TOTAL BID PRICE WRITTEN IN WORDS			
34.0	1 3/4" SQUARE TUBE POST	LF	96	<u>1248.⁰⁰</u>
	<u>Thirteen Dollars</u>			
	UNIT BID PRICE WRITTEN IN WORDS			
	<u>Twelve hundred forty eight Dollars</u>			
	TOTAL BID PRICE WRITTEN IN WORDS			
35.0	TRAFFIC CONTROL	LS	1	<u>13.00</u>
	<u>Thirteen thousand Dollars</u>			
	UNIT BID PRICE WRITTEN IN WORDS			
	<u>Thirteen thousand Dollars</u>			
	TOTAL BID PRICE WRITTEN IN WORDS			
36.0	MOBILIZATION	LSUM	1	<u>15,000.⁰⁰</u>
	<u>Fifteen thousand Dollars</u>			
	UNIT BID PRICE WRITTEN IN WORDS			
	<u>Fifteen thousand Dollars</u>			
	TOTAL BID PRICE WRITTEN IN WORDS			

37.0 CONSTRUCTION STAKING LEVEL 2 LSUM 1 7,000.⁰⁰

Seven thousand Dollars
UNIT BID PRICE WRITTEN IN WORDS

Seven thousand Dollars
TOTAL BID PRICE WRITTEN IN WORDS

38.0 TESTING LSUM 1 8,000.⁰⁰

Eight Thousand Dollars
UNIT BID PRICE WRITTEN IN WORDS

Eight Thousand Dollars
TOTAL BID PRICE WRITTEN IN WORDS

39.0 REMOVAL AND REPLACEMENT OF BOLLARDS AT STATION 13+38 RIGHT LSUM 1 2,200.⁰⁰

Two thousand two hundred
UNIT BID PRICE WRITTEN IN WORDS

Dollars
TOTAL BID PRICE WRITTEN IN WORDS

40.0 REMOVAL AND REPLACEMENT OF ASPHALT PARKING LOT SY 240 16,800.⁰⁰

Sixteen thousand
UNIT BID PRICE WRITTEN IN WORDS

Eight hundred Dollars
TOTAL BID PRICE WRITTEN IN WORDS

41.0 REMOVAL AND RELOCATE EXISTING TRAFFIC AND PEDESTRIAN SIGNAGE LSUM 1 2,500.⁰⁰

Two thousand five hundred Dollars
UNIT BID PRICE WRITTEN IN WORDS

Two thousand five hundred Dollars
TOTAL BID PRICE WRITTEN IN WORDS

TOTAL CONTRACT PRICE BASE BID (Items 1-38) 41 * Corrected total 4-28-2020

707,631.
(USE WORDS)

Seven hundred seven thousand
(USE FIGURES)

Six hundred thirty one Dollars

per

CD-21

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Crafton Tull & Associates, Inc.

* Six hundred ninety five thousand eight hundred thirty one thousand
Dollars @ zero cents - 4-28-2020

- (c) A Tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.
- (d) Required Bidder Qualification Statement with supporting data, if specified.
- (e) Business Relationship Affidavit.
- (f) Non-collusion Affidavit.

7. Communications concerning this Bid shall be addressed to:

Dunham's Asphalt Services Inc
BIDDER'S NAME
6213 S. 103rd W. Ave Sapulpa OK 74446
BIDDER'S ADDRESS
918-447-2240- 918-231-8000
BIDDER'S PHONE NUMBER

8. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON April 24, 2020.



AN INDIVIDUAL

(Individual's Signature)

BY _____ (Seal)
(Individual's Name Typed)

doing business as _____

Business Address:

Phone No. _____

A PARTNERSHIP

BY _____ (Seal)
(Firm Name)

(General Partner's Signature)

(General Partner's Name Typed)

Business address:

Phone No. _____

A CORPORATION

BY Durham Asphalt Services Inc
(Corporation Name)

Oklahoma
(State of Incorporation)

BY [Signature]
(Signature of Person Authorized to Sign)

Tim Quattrocchi
(Typed Name of Person Authorized to Sign)

Project Manager
(Title)



Attest _____
(Secretary)

Business Address _____

6213 S. 103rd N Ave

Sapulpa OK 74066

Phone No.: 918. 447. 2240

A JOINT VENTURE

BY _____
(Signature)

(Typed Name)

(Address)

BY _____
(Signature)

(Typed Name)

(Address)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as
Principal, and _____ as Surety, are hereby held and firmly bound unto
The City of Glenpool as Owner in the penal sum of
or the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our
successors and assigns.

Signed this _____ day of _____, 2020__.

The Condition of the above obligation is such that whereas the Principal has submitted to _____ The
City of Glenpool a certain BID, attached hereto and hereby made a part hereof to enter into a contract
in writing, for the Warrior Road Reconstruction

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of
Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bid
for his faithful performance of said contract, and for the payment of all persons performing labor
or furnishing materials in connection therewith, and shall in all other respect perform the
agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the
same shall remain in force and effect; it being expressly understood and agreed that the liability
of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this
obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its bond shall be in no way impaired or affected by any extension of the time within which the
Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF Pawnee)

Tim Quattrone, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

N/A

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

N/A

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

N/A

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

SUBSCRIBED AND SWORN to before me this 24th day of April, 2020

My Commission Expires: _____

Notary Public



CD-43

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CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Tim Quattrocchi, the duly authorized and acting legal representative of Dunham's Asphalt Services, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

[Signature]
Date: 4.24.20





AIA Document A310 – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Dunham's Asphalt Services, Inc.
6213 S 103rd West Ave
Sapulpa, OK 74066

SURETY:

(Name, legal status and principal place of business)

Employers Mutual Casualty Company
PO Box 712
Des Moines, IA 50306-0712

OWNER:

(Name, legal status and address)

The City of Glenpool
12205 S. Yukon Avenue
Glenpool, OK 74033

BOND AMOUNT: Five Percent (5%) of Amount Bid

PROJECT:

(Name, location or and address, and Project number, if any)

Warrior Road Paving Expansion Phase II

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **23** day of **April, 2020**

(Witness)

(Witness)

DUNHAM'S ASPHALT SERVICES, INC

(Principal)

(Seal)

Employers Mutual Casualty Company

(Surety)

(Seal)

Melissa Pascarella
Melissa Pascarella, Attorney-In-Fact



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P.O. Box 712 • Des Moines, Iowa 50306-0712



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Melissa Pascarella

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Fifteen Million Dollars\$15,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

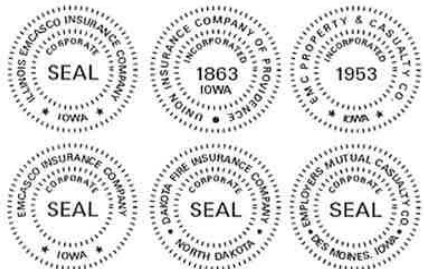
AUTHORITY FOR POWER OF ATTORNEY

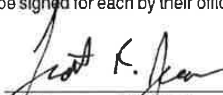
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

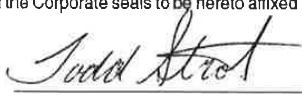
RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals




Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6


Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.


Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of April, 2020.


James D. Clough
Vice President

PERFORMANCE BOND
(Subcontract)

BOND # S017278

KNOW ALL MEN BY THESE PRESENTS, That Dunham's Asphalt Services, Inc. (Sub Name)
6213 So 103rd West Ave, Sapulpa, OK 74066 (Mailing Address) (hereinafter called the
"Principal"), as Principal and Employers Mutual Casualty Company, PO Box 1739, Wichita, KS 67201
(Surety name and address)

a corporation organized and existing under the laws of the State of Iowa, (hereinafter called the "Surety"),
as Surety, are held and firmly bound unto City of Glenpool, (hereinafter called the "Obligee"), in the sum of
\$695,831 (Purchase Order/Contract Price) Six Hundred Ninety-Five Thousand Eight Hundred Thirty-One
no/100 (Written Amount), for the payment of which sum well and truly to be made, the said Principal and Surety bind
themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Obligee has been awarded a contract (hereinafter called the "Prime Contract"), by Owner for
City of Glenpool 12205 S. Yukon Glenpool, OK 74033 and; Project Name and Project Address
Warrior Road – City of Glenpool

WHEREAS, the Principal has entered into a written Subcontract with the Obligee, dated
4/28/2020 (Contract Date) to perform, as Subcontractor, certain portions of the work in
connection with said Prime Contract, consisting of the work described in the Subcontract, which Subcontract is hereby
referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden
Principal shall well and truly perform all the undertakings, covenants, terms, conditions, and agreements of said
Subcontract within the time provided therein and any extensions thereof that may be granted by the Obligee, and during
the life of any guaranty required under said Subcontract, and shall also well and truly perform all the undertakings,
covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Subcontract that may
hereafter be made, and shall indemnify and save harmless said Obligee of and from any and all loss, damage, and
expense, including all costs and attorney's fees, which the said Obligee may sustain by reason of failure to do so, then
this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, or other modification
of the terms of either the said Subcontract or the said Prime Contract, or both, or in the said work to be performed, or in
the specifications, or in the plans, shall in anyway affect its obligation on the Bond, and it does hereby waive notice of
any such changes, extensions of time, alterations, additions, omissions, and other modifications. Furthermore, any
increase in the Subcontract amount shall automatically result in a corresponding increase in the penal amount of this
Bond without notice to, or consent from, the Surety, such notice and consent hereby being waived. Decreases in the
Subcontract amount shall not, however, reduce the penal amount of this Bond unless expressly consented to by Obligee
in writing.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals
this 28 day of April, 20 20 the name and corporate seal of each corporate party being hereto affixed and
these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

Or Secretary's Attest

Witness:

Sandra Fadler
Or Secretary's Attest

DUNHAM'S ASPHALT SERVICES, INC.

(Principal)

6213 S 103rd West Ave, Sapulpa, OK 74066

(Business Address)

By:

(Signature and Title) Eddie Dunham, President

EMPLOYERS MUTUAL CASUALTY CO

(Surety)

(Seal)

245 N Waco, Ste 330, Wichita, KS 67202

(Business Address)

By:

Melissa Pascarella
(Signature and Title) Melissa Pascarella, Attorney-in-Fact



PAYMENT BOND
(Subcontract)

BOND # S017278

KNOW ALL MEN BY THESE PRESENTS, That Dunham's Asphalt Services, Inc. (Sub Name)
6213 So 103rd West Ave, Sapulpa, OK 74066 (Mailing Address) (hereinafter called the
"Principal"), as Principal and Employers Mutual Casualty Company, PO Box 1739, Wichita, KS 67201
(Surety name and address)

a corporation organized and existing under the laws of the State of Iowa, (hereinafter called the "Surety"),
as Surety, are held and firmly bound unto City of Glenpool., (hereinafter called the "Obligee"), in the sum \$695,831
(Purchase Order/Contract Price) Six Hundred Ninety-Five Thousand Eight Hundred Thirty-One no /100
(Written Amount), for the payment of which sum well and truly to be made, the said Principal and Surety bind
themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Obligee has been awarded a contract (hereinafter called the "Prime Contract"), by Owner for
City of Glenpool 12205 S. Yukon Glenpool, OK 74033 and; Project Name and Project Address
Warrior Road – City of Glenpool

WHEREAS, the Principal has entered into a written Subcontract with the Obligee, dated
4/28/2020 (Contract Date) to perform, as Subcontractor, certain portions of the work in
connection with said Prime Contract, consisting of the work described in the Subcontract, which Subcontract is hereby
referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall
make payment to all persons supplying labor and material in the prosecution of the work provided for in said
Subcontract and any and all modifications of said Subcontract that may hereafter be made, then this obligation shall be
null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, or other modification
of the terms of either the said Subcontract or the said Prime Contract, or both, or in the said work to be performed, or in
the specifications, or in the plans, shall in anywise affect its obligation on the Bond, and it does hereby waive notice of
any such changes, extensions of time, alterations, additions, omissions, and other modifications. Furthermore, any
increase in the Subcontract amount shall automatically result in a corresponding increase in the penal amount of this
Bond without notice to, or consent from, the Surety, such notice and consent hereby being waived. Decreases in the
Subcontract amount shall not, however, reduce the penal amount of this Bond unless expressly consented to by Obligee
in writing.

The said Principal and the said Surety agree that this Bond shall inure to the benefit of all persons supplying
labor and material in the prosecution of the work provided for in said Subcontract, as well as to the Obligee, and that
such persons may maintain independent actions upon this Bond in their own names.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals
this 28 day of April, 20 20, the name and corporate seal of each corporate party being hereto affixed and
these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:


Or Secretary's Attest

Witness:

Sandra Fadler
Or Secretary's Attest

DUNHAM'S ASPHALT SERVICES, INC.

(Principal)

6213 S 103rd West Ave, Sapulpa, OK 74066

(Business Address)

By:


(Signature and Title) Eddie Dunham, President

EMPLOYERS MUTUAL CASUALTY CO

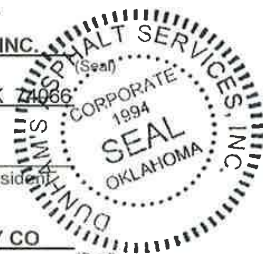
(Surety)

245 N Waco, Ste 330, Wichita, KS 67202

(Business Address)

By:

Melissa Pascarella
(Signature and Title) Melissa Pascarella, Attorney-in-Fact



P.O. Box 712 • Des Moines, Iowa 50306-0712



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Melissa Pascarella

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:
Number Dunham's Asphalt
Services, Inc.

Obligee:
City of Glenpool
12205 S Yukon
Glenpool, OK 74033

S017278

In an amount not exceeding Fifteen Million Dollars\$15,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

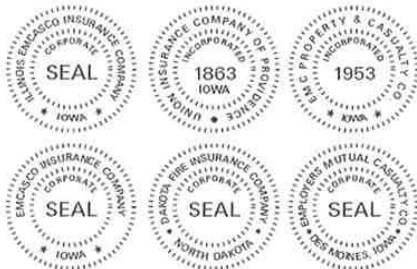
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals



Scott R. Jean
Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of April, 2020.

James D. Clough
Vice President

7851 (3-20)

S017278 L0044 955 AC 004217-LL

"For verification of the authenticity of the Power of Attorney you may call (515) 345-2689."



Employers Mutual Casualty Company – Seal Addendum

In light of the impacts surrounding the COVID-19 virus and resultant governmental measures to limit social contact in all settings, Employers Mutual Casualty Company hereby authorizes its Attorneys-in-Fact to affix Employers Mutual Casualty Company's corporate seal to any bond executed by said Attorney-in-Fact for Employers Mutual Casualty Company by attaching this Seal Addendum. In accordance with the above, Employers Mutual Casualty Company hereby affirms that the corporate seal hereon shall be deemed affixed to said bond with the same force and effect as if Employers Mutual Casualty Company's raised corporate seal was present.

Dated this 3rd day of April, 2020.

Employers Mutual Casualty Company



By: 
James D. Clough, Vice President

717 Mulberry Street | Des Moines, IA 50309-3872 | P.O. Box 712 | Des Moines, IA 50306-0712 | 515.280.2511 | 800.447.2295 | www.emcins.com

Employers Mutual Casualty Company
EMCASCO Insurance Company
EMC Reinsurance Company

Illinois EMCASCO Insurance Company
Dakota Fire Insurance Company
EMC Property & Casualty Company

Union Insurance Company of Providence
EMC Risk Services, LLC

EMC Underwriters, LLC
EMC National Life Company (affiliate)

SUBCONTRACT MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that **DUNHAM'S ASPHALT SERVICES, INC** (hereinafter called the "Principal"), as Principal and Employers Mutual Casualty Company, a Corporation organized and existing under the laws of the State of **KANSAS**, (Hereinafter called the "Surety"), as Surety, are held and firmly bound unto **CITY OF GLENPOOL**, (hereinafter called the "Obligee"), in the sum of Six Hundred Ninety-Five Thousand Eight Hundred Thirty-One & NO/100 Dollars (**\$695,831.00****), for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee has been awarded a contract (hereinafter called "Prime Contract"), by City of Glenpool for: Warrior Road Phase II

WHEREAS, the Principal has entered into a written Subcontract with Obligee, dated APRIL 28, 2020, to perform, as Subcontractor, certain portions of the work in connection with said Prime Contract, consisting of:

which Subcontract is hereby referred to and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that, if said Principal shall, for a period of ONE (1) year(s) from the date of substantial completion of the work provided for in the Contract, indemnify the Obligee against any loss of damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to be and remain in full force and effect.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, promptly and in any event within ten (10) days after the Obligee or his representative shall learn of such default; and that no claim, suite or action by reason of default of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under the several seals this 28 day of APRIL, 2020, the name and corporate seal of each corporate party hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:



or Secretary's Attest

Witness:

Sandra Fadler

Sandra Fadler

Principal (Seal)
By: 

, President

Surety (Seal)


By: Melissa Pascarella

Melissa Pascarella, Attorney-In-Fact.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/28/2020

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 1300 S Main Street Tulsa OK 74119-3218		CONTACT NAME: John Wheeler / Melissa Pascarella PHONE (A/C, No, Ext): 918-764-1680 FAX (A/C, No): E-MAIL ADDRESS: Melissa_Pascarella@ajg.com	
INSURED Dunham's Asphalt Services, Inc. 6213 S. 103rd W. Ave. Sapulpa, OK 740669626		DUNHASP-01	
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A : Zurich American Insurance Company		16535	
INSURER B : Zurich American Insurance Company of IL		27855	
INSURER C : Ironshore Specialty Insurance Co		25445	
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 1980473032

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	GLO7596920-00	4/1/2019	6/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	BAP7596919-00	4/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ BI/PD Deductible \$ 10,000
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ CLAIMS-MADE	Y		AUC7266353-00	4/1/2019	6/1/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC6592891-00	6/1/2019	6/1/2020	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractor's Pollution Non-Owned Site Pollution			004094200	6/13/2019	6/1/2020	Each Occurrence \$1,000,000 Each Occurrence Deductible \$ 5,000

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

Equipment Floater - Zurich American Ins Co - Policy No. CPP 6656967-00 - Policy term 4-1-2019 to 6-1-2020.

Lease/Rented from Others - \$100,000 Per Item / \$500,000 Per Occurrence / Scheduled Equipment per Schedule on File.

RE: Warrior Road Expansion Phase II

General Liability policy includes: Add'l Insd-Construction Endt UGL925 applies to Premises Operations & Products & Completed Ops, Primary & Non-Contributory per form CG0001, Waiver of Subrogation Endt per form UGL925 Auto policy includes Coverage Extension Endt which provides for Add'l Insd & Waiver of Subrogation per form UCA-424-F (04/14) Workers Compensation policy includes Waiver of Subrogation Endt WC000313 (4/84) Umbrella Form follows form of Underlying Policies General Liability, Automobile, Employer Liability as respects Add'l Insured & WOS.
30 days notice of cancellation is included, except 10 days for non payment of premium.

CERTIFICATE HOLDER

CANCELLATION

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

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MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JOHN GONSALVES, FINANCE DIRECTOR

RE: BUDGET AMENDMENT TO COVER THE COST OF PHASE II
WARRIOR ROAD PROJECT

DATE: MAY 04, 2020

BACKGROUND

The requested transfer/budget amendment for the current fiscal year budget 2019-2020 is to cover the cost associated with the Phase II Warrior Road Project which is estimated to cost \$695,831.00.

Transfer: Council restricted \$700,000 in the general account reserve fund for this project, therefore, staff is requesting a transfer of \$559,422.00 from Account 01-3001 general fund reserves to the Move Glenpool Forward, Streets and Infrastructure account 50-6-14-6360. This transfer combined with the current balance in the Move Glenpool Forward account 50-6-14-6360 of \$136,409.00 will equal the cost to complete the project.

Budget Amendment: Staff is also requesting a budget amendment to increase account 50-6-14-6360 from \$397,716.00 to \$957,138.00, and account 50-5-00-5400 from "0" to \$559,422.00. This Transfer and budget amendment will adjust the appropriations in the current budget to accommodate the completion of the project.

Staff Recommendation:

Staff is requesting an amendment to the 2019-2020 budget for \$559,422.00 to cover the cost of the Warrior Road Phase II Project. And a transfer in the amount of \$559,422 from Account 01-3001 to 50-6-14-6360, to adjust the budgetary appropriations.

Attachments:

Budget Amendment Form

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Tim Fox, Vice-Mayor Momadou Ceesay, Councilors: Joyce Calvert, Brandon Kearns, and Jacqueline Lund
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight
www.glenpoolonline.com

Fiscal Year:	FY19-20
Amendment No:	
Date Requested:	4-May-20

Approved by the City of Glenpool:

Date _____

Fiscal Year:	2019-2020
Amendment No:	5
Date Requested:	4-May-20

Approved by the City of Glenpool:

Mayor

Date



To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL

From: John Gonsalves, Finance Director/Treasurer

Date: May 04, 2020

Subject: Transfers between Funds

Background:

The current 2019-2020 Adopted budget includes various transfers between different funds. Some of these transfers are done on a monthly basis and the others are customarily done close to the end of the

Transfers	Amount	Comments
From Hotel to GIA	\$60,000	Economic Development
From GIA to General	\$45,900	Utility Reimbursement
From GIA to General	\$14,400	EMS Rental
From General to Public Safety Capital	\$143,963	Public Safety Capital to cover lease payments
TOTAL	\$264,263	

fiscal year. The list below shows the amount and reason for transfer.

Staff Recommendation:

Staff recommends approval of these budgeted transfers.

Attachments:

- Budget Transfer Form

Fiscal Year:	FY19-20
Amendment No:	
Date Requested:	4-May-20

Approved by the City of Glenpool:

Mayor	Date
-------	------



To: Mayor and Council

From: David Tillotson, City Manager

Date: May 4, 2020

Re: Benefits Renewal for FYE 2021

Background:

As the Council may remember from last year, we created a Benefits Committee made up of employees from the various City departments. This committee's purpose is threefold: 1) to annually review the City's benefits package and make recommendations to me regarding any changes they would like to see in the benefit offered; 2) annually review the benefit pricing packages presented by our brokers, Premier Consulting, and make recommendations on the plans being considered; and 3) to act as another level of communication with the larger employee body regarding the benefit options available and those being considered. The Benefits Committee met this year and voted to recommend the comprehensive benefits package you see before you. I agree with their recommendation and believe it represents a good choice for our employees and one that falls balances my desire to minimize the budget impact to the City and maximize the insurance options for our employees.

I want to commend the employees who served on this committee for the time, effort and professionalism they exhibited during this process.

Staff Recommendation:

Staff recommends the following benefits:

- Health – Community Care, Renewal
- GAP – MedLink 6, Option 2
- Teledoc – Employee Voluntary Plan, Renewal
- Dental – Guardian J1 Choice, Renewal
- Vision – The Standard
- Life – The Standard, Package Pricing Option

Attachments:

- Premier Consulting Partners Rate Sheets

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Joyce Calvert, Brandon Kearns and Jacqueline Lund
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight
www.glenpoolonline.com

City of Glenpool

Medical Plan Analysis

July 1, 2020

Carrier	
Plan Name	
Benefits	
Network	
Deductible	
Individual	
Family	
Coinsurance	
Out-of-Pocket Maximum	
Individual	
Family	
Professional Services	
Office Visit	
PCP	
Specialist	
Lab & X-Ray	
Diagnostic Imaging	
Hospital Services	
Inpatient Hospital	
Outpatient Hospital	
Emergency Services	
Urgent Care	
Emergency Room	
Prescription Drugs	
Deductible	
Pharmacy Copays	
Mail-Order	
Additional Information	
Rates	
Employee Only	72
Employee + Spouse	5
Employee + Child(ren)	5
Family	4
Estimated Monthly Premium	
Estimated Annual Premium	
% Change from Current	
\$ Change from Current	

Current/Renewal

Community Care		
IP8 CR17	In-Network	Out-of-Network
	CCOK Select HMO	
	\$5,000	Emergency Only
	\$10,000	
	100%	
	\$6,250	
	\$12,500	
	\$35	
	\$60	
	10%	
	\$750	
	\$250/day, to max of \$1,000 AD	
	\$200 AD	
	\$50	
	\$150 AD	
	\$0	
	\$0 / \$15 / \$40 / \$70 / \$160	
	2 x Retail	
	Current	Renewal
	\$507.51	\$532.89
	\$1,065.88	\$1,119.17
	\$914.13	\$959.84
	\$1,523.47	\$1,599.64
	\$52,534.65	\$55,161.69
	\$630,415.80	\$661,940.28
	5.0%	
	\$31,524.48	

Option 1

Community Care	In-Network	Out-of-Network
CC 5000/80 CR17	CCOK Select HMO	CCOK Select HMO
	\$5,000	
	\$10,000	
	80%	
	\$6,350	
	\$12,700	
	\$20	
	\$50	
	20%	
	\$750	
	20% AD	
	20% AD	
	\$50	
	20% AD	
	\$0	
	\$0 / \$15 / \$40 / \$70 / \$160	
	2 x Retail	
	\$524.85	
	\$1,102.29	
	\$945.36	
	\$1,575.51	
	\$54,329.49	
	\$651,953.88	
	3.4%	
	\$21,538.08	

Option 2

Community Care	In-Network	Out-of-Network
CC 5000/70 CR17	CCOK Select HMO	CCOK Select HMO
	\$5,000	
	\$10,000	
	70%	
	\$6,350	
	\$12,700	
	\$20	
	\$50	
	30%	
	\$750	
	30% AD	
	30% AD	
	\$50	
	30% AD	
	\$0	
	\$0 / \$15 / \$40 / \$70 / \$160	
	2 x Retail	
	\$521.83	
	\$1,095.96	
	\$939.93	
	\$1,566.47	
	\$54,017.09	
	\$648,205.08	
	2.8%	
	\$17,789.28	

City of Glenpool
GAP Plan Analysis
July 1, 2020

Carrier Plan Name	Current/Renewal			Option 1			Option 2			Option 3		
	MedLink 6 \$5,000 GAP Plan	MedLink 6 \$5,000 GAP Plan	MedLink 6 \$5,000 GAP Plan	MedLink 6 \$5,000 GAP Plan	MedLink 6 \$5,000 GAP Plan	MedLink 6 \$5,000 GAP Plan	MedLink 6 \$5,000 GAP Plan	MedLink 6 \$5,000 GAP Plan	MedLink 6 \$5,000 GAP Plan	MedLink 6 \$5,000 GAP Plan	MedLink 6 \$5,000 GAP Plan	MedLink 6 \$5,000 GAP Plan
Inpatient Benefit												
Individual	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Family	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Outpatient Benefit												
Individual	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Family	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Benefit Notes												
Additional Outpatient Riders												
Critical Illness	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Office Treatment	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Cancer Outpatient	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Independent Lab	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Durable Medical Equipment	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Rates <55												
Employee Only	\$80.65	\$80.65	\$80.65	\$76.56	\$76.56	\$76.56	\$76.52	\$76.52	\$76.52	\$68.76	\$68.76	\$68.76
Employee + Spouse	\$161.30	\$161.30	\$161.30	\$153.12	\$153.12	\$153.12	\$153.03	\$153.03	\$153.03	\$137.50	\$137.50	\$137.50
Employee + Child(ren)	\$163.81	\$163.81	\$163.81	\$155.91	\$155.91	\$155.91	\$155.44	\$155.44	\$155.44	\$140.06	\$140.06	\$140.06
Family	\$244.45	\$244.45	\$244.45	\$232.46	\$232.46	\$232.46	\$231.97	\$231.97	\$231.97	\$208.81	\$208.81	\$208.81
Rates 55+												
Employee Only	\$120.97	\$120.97	\$120.97	\$114.83	\$114.83	\$114.83	\$114.77	\$114.77	\$114.77	\$103.12	\$103.12	\$103.12
Employee + Spouse	\$241.95	\$241.95	\$241.95	\$229.68	\$229.68	\$229.68	\$229.54	\$229.54	\$229.54	\$206.25	\$206.25	\$206.25
Employee + Child(ren)	\$204.13	\$204.13	\$204.13	\$194.19	\$194.19	\$194.19	\$193.70	\$193.70	\$193.70	\$174.44	\$174.44	\$174.44
Family	\$325.10	\$325.10	\$325.10	\$309.02	\$309.02	\$309.02	\$308.47	\$308.47	\$308.47	\$277.56	\$277.56	\$277.56
Estimated Monthly Premium	\$9,337.55	\$9,337.55	\$9,337.55	\$8,867.61	\$8,867.61	\$8,867.61	\$8,859.47	\$8,859.47	\$8,859.47	\$7,964.18	\$7,964.18	\$7,964.18
Estimated Annual Premium	\$112,050.60	\$112,050.60	\$112,050.60	\$106,411.32	\$106,411.32	\$106,411.32	\$106,313.64	\$106,313.64	\$106,313.64	\$95,570.16	\$95,570.16	\$95,570.16
Employer Cost												
Estimated Annual Employer Cost	\$92,424	\$92,424	\$92,424	\$87,735	\$87,735	\$87,735	\$87,690	\$87,690	\$87,690	\$78,794	\$78,794	\$78,794
% Change from Current				-5.07%	-5.07%	-5.07%	-5.12%	-5.12%	-5.12%	-14.7%	-14.7%	-14.7%
\$ Change from Current				-\$4,688.28	-\$4,688.28	-\$4,688.28	-\$4,734.12	-\$4,734.12	-\$4,734.12	-\$13,629.36	-\$13,629.36	-\$13,629.36

City of Glenpool
Telemedicine Proposal
August 1, 2020

Carrier	
Plan Name	
Basic Information	
Plan Type	
Eligibility	
Copays	
Additional Information	
Rate	
Employee / Family	
% Change from Current	
\$ Change from Current	

Current / Renewal

Teladoc	
Consults included Telemedicine	
Voluntary or Employer Paid	
All Employees	
None - Consults included in PEPM Fee	
Current	Renewal
\$5.50	\$5.67
	3.1%
	\$0.17

City of Glenpool
Dental Plan Analysis
July 1, 2020

Carrier	Plan Name
Benefits	
Network	
Annual Deductible	
Individual	
Family	
Annual Plan Maximum	
Coinsurance	
Diagnostic & Preventive	
Basic Services	
Major Services	
Services	
Perio	
Endo	
Oral Surgery	
Implants	
Orthodontic Services	
Lifetime Maximum	
Concurrence	
Age Limitation	
Responsible & Customer	
Dependent Limiting Age	
Additional Information	
Rates	
Employee Only	59
Employee + Spouse	12
Employee + Child(ren)	5
Family	10
Estimated Monthly Premium	
Estimated Annual Premium	
% Change from Current	
% Change from Current	

[illegible]

Mutual of Omaha High Plan		
In-Network	Out-of-Network	
Mutual of Omaha		
<i>Waived for Preventive</i>		
	\$100	
	\$300	
\$3,000 plus Max Rollover		
100%		100%
80%		80%
50%		50%
	Major	
	Major	
	Major	
	Major	
	N/A	
	N/A	
Negotiated		UCR 90th
	Age 26	
	\$31.63	
	\$66.33	
	\$68.81	
	\$110.35	
	\$4,109.68	
	\$49,316.16	
	-6.5%	
	-43.49 %	

Standard High Plan		
In-Network	Ameritas	Out-of-Network
Validated for Preventive		
	\$100	
	\$300	
\$3,000 plus Max Rollover		
100%		100%
100%		80%
60%		50%
	Major	
	Major	
	Major	
	Major	
	N/A	
	N/A	
	N/A	
Negotiated		UCR 90th
	Age 26	
	\$30.22	
	\$63.32	
	\$65.68	
	\$105.34	
	\$3,924.62	
	\$47,095.44	
	-10.7%	
	-\$5,660.28	

Sun Life Financial Dental PPO		
In-Network	Sun Life	Out-of-Network
Wanted for Preventive		
	\$100	
	\$300	
	\$5,000	
100%		100%
100%		80%
60%		50%
	Major	
	Major	
	Major	
	Major	
	N/A	
	N/A	
	N/A	
Negotiated		UCR 90th
	Age 26	
	\$30.73	
	\$64.40	
	\$66.81	
	\$107.14	
	\$3,991.32	
	\$47,895.82	
	-9.2%	
	-\$4,859.88	

City of Glenpool
Vision Plan Analysis
July 1, 2020

Current / Renewal

Carrier	
Plan Name	
Benefits	
Network	
Rate Guarantee	
Copay	
Exams	
Materials	
Frequency of Services	
Eye Exams	
Lenses Benefit	
Contact Lenses	
Frames	
Frames Allowance	
Contact Lens Allowance	
Additional Information	
Rates	
Employee Only	53
Employee + Spouse	14
Employee + Child(ren)	6
Family	13
Estimated Monthly Premium	
Estimated Annual Premium	
% Change from Current	
\$ Change from Current	

VSP		
Plan B \$10/\$30		
In-Network	Out-of-Network	
VSP Choice PPO		
Until 2021		
\$10		
\$30		
12 Months		
12 Months		
12 Months		
24 Months		
\$130 Retail Allowance + 20% off balance		
\$130 Allowance		
Current	Renewal	
\$6.75	\$6.75	
\$10.80	\$10.80	
\$11.03	\$11.03	
\$17.78	\$17.78	
\$806.27	\$806.27	
\$9,675.24	\$9,675.24	
0.0%		
\$0.00		

Mutual of Omaha		
Voluntary Vision		
In-Network	Out-of-Network	
EyeMed's Insight		
Until 2022		
\$10		
\$25		
12 Months		
12 Months		
12 Months		
24 Months		
\$130 Retail Allowance + 20% off balance		
\$130 Allowance		
\$6.00		
\$9.00		
\$9.00		
\$16.00		
\$706.00		
\$8,472.00		
-12.44%		
-\$1,203.24		

Standard		
Vision		
In-Network	Out-of-Network	
VSP		
Until 2022		
\$10		
\$25		
12 Months		
12 Months		
12 Months		
24 Months		
\$130 Retail Allowance + 20% off balance		
\$130 Allowance		
\$6.29		
\$10.06		
\$10.27		
\$17.78		
\$766.97		
\$9,203.64		
-4.87%		
-\$471.60		

Sun Life Financial		
Vision		
In-Network	Out-of-Network	
VSP		
Until 2022		
\$10		
\$25		
12 Months		
12 Months		
12 Months		
24 Months		
\$130 Retail Allowance + 20% off balance		
\$130 Allowance		
\$6.75		
\$10.80		
\$11.03		
\$17.78		
\$806.27		
\$9,675.24		
0.00%		
\$1,203.24		

City of Glenpool
Basic Life Plan Analysis
July 1, 2020

Carrier		Plan Name	
Basic Information			
Class / Eligibility		Class 1: City Managers Class 2: All other Members	
Rate Guarantee Period		Until 2022	
Employee Coverage		Class 1: \$280,000 Class 2: \$200,000 All amounts are GI	
Dependent Coverage		\$45,000	
Spouse Benefit Amount		Birth to age 26: \$15,000	
Child Benefit Amount		50% at age 70	
Reduction Schedule			
Additional Information		Rates	
Exposures		Volume	
Life Rate		\$0.200	
AD&D Rate		\$0.035	
Combined Rate per \$1,000		\$0.235	
Spouse Rate per Unit		\$0.17	
Child Rate per Unit		\$0.20	
Estimated Monthly Premium		\$4,828.98	
Estimated Annual Premium		\$57,947.76	
% Change from Current		0.0%	
% Change from Current		\$0.00	

The Standard		\$200,000 - \$280,000 Basic Life	
Class 1: City Managers Class 2: All other Members		Until 2022	
Class 1: \$280,000 Class 2: \$200,000 All amounts are GI		\$45,000	
Birth to age 26: \$15,000		50% at age 70	
50% at age 70			
		\$0.190	
		\$0.035	
		\$0.235	
		\$0.17	
		\$0.20	
		\$4,851.98	
		\$55,823.76	
		-3.7%	
		-\$2,124.00	

The Standard		\$200,000 - \$280,000 Basic Life	
Class 1: City Managers Class 2: All other Members		Until 2022	
Class 1: \$280,000 Class 2: \$200,000 All amounts are GI		\$45,000	
Birth to age 26: \$15,000		50% at age 70	
50% at age 70			
		\$0.190	
		\$0.035	
		\$0.225	
		\$0.17	
		\$6.58	
		\$4,482.58	
		\$53,790.96	
		-14.5%	
		-\$8,404.80	

Mutual of Omaha		\$200,000 - \$280,000 Basic Life	
Class 1: City Managers Class 2: All other Members		Until 2022	
Class 1: \$280,000 Class 2: \$200,000 All amounts are GI		\$45,000	
Birth to 14 days: \$5,000 14 days to age 26: \$15,000		50% at age 70	
50% at age 70			
		\$0.170	
		\$0.035	
		\$0.205	
		\$6.58	
		\$4,128.58	
		\$49,542.96	
		-14.5%	
		-\$8,404.80	

City of Glenpool

Voluntary Life with AD&D Plan Analysis

July 1, 2020

Carrier	Mutual of Omaha
Plan Name	Voluntary Life
Basic Information	
Class / Eligibility	All Employees
Rate Guarantee Period	Until 2022
Life Benefit Maximum	
Employee	\$10,000 increments up to 500,000 not to exceed 5x Salary
Spouse	\$5,000 increments up to 100% of EE Amount, up to \$250,000
Dependent Child(ren)	\$10,000
Guarantee Issue	
Employee	\$100,000
Spouse	\$25,000
Dependent Child(ren)	\$10,000
AD&D Benefits	
Reduction Schedule	
	50% at age 70
Additional Information	
Rates per \$1,000	Spouse rates are based on employee age
<25	\$0.070
25-29	\$0.070
30-34	\$0.080
35-39	\$0.100
40-44	\$0.180
45-49	\$0.320
50-54	\$0.520
55-59	\$0.820
60-64	\$1.270
65-69	\$2.290
70-74	\$4.090
75-79	\$6.750
80-100	\$11.390
Child	\$0.160
AD&D	\$0.040

*Rates assume package pricing