

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on July 1, 2019, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

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

AGENDA

	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	
D) Pledge of Allegiance – Timothy Lee Fox, Mayor	
E) Community Development Report – Lynn Burrow, Community Development Director	
1) Community Development Directors Report 07 01 19	3 - 12
F) City Manager Report – David Tillotson, City Manager	
G) Mayor Report – Timothy Lee Fox, Mayor	
H) Council Comments	
I) Public Comments	
J) Scheduled Business	
1) Discussion and possible action to approve minutes from June 17, 2019 meeting. (Wendy Knight, City Clerk) Regular Meeting - 17 Jun 2019 - Minutes - Html	13 - 34
2) Discussion and possible action to appoint Kevin Norton effective July 15, 2019, to the open Glenpool Planning Commission and Board of Adjustment seats caused by the resignation of Richard Watts for a term ending May 9, 2019. (Timothy Lee Fox, Mayor) PC and BOA appointment - Norton	35 - 36
3) Discussion and possible action to approve the Agreed Upon Audit Procedures Engagement Letter for FY2019 with Elfrink and Associates, PLLC. (Lowell Peterson, City Attorney) Staff Memo - Elfrink Engagement Letter 061719 2019 - 2020 AUP Engagement Letter-final 061719	37 - 42
4) Discussion and possible action to authorize the City Manager to execute purchase orders/purchase agreements with Tyler Technologies, Apple, ZAGG, AT&T, Light Em Up Emergency Equipment, and OLETS based on the quotes received for the purchase and implementation of a mobile computers data system for the Glenpool Police Department for a total purchase price of \$211,923.30. (Jim Martin, Police Chief)	43 - 86

[MDT Staff Report](#)

- 5) Discussion and possible action to approve the Contract Bid Package from Dunham's Asphalt Services, Inc. and enter into a second Construction Contract Agreement covering the completion of seven (7) specified projects for a total amount not to exceed \$131,000.00, to be funded from the FY 2019/2020 Annual Budget under Budget Item No. 01-6-14-6274, and authorization given to the City Manager to execute said agreement. 87 - 135

(Lynn Burrow, Community Development Director)

[Memorandum City Council 07 01 19 meeting - 2019 Paving Repair Projects](#)

- 6) Discussion and possible action to approve the construction quote from Cherry Trucking and Dirt Sales, LLC in an amount not to exceed \$23,625.00 to be funded from the FY 2019/2020 Budget Item No. 01-6-14-6274 and authorization given to the City Manager to execute said agreement. 136 - 150

(Lynn Burrow, Community Development Director)

[Memorandum City Council Meeting 07 01 2019 Kendalwood Drainage Improvement Project](#)

- 7) Discussion and possible action to approve the OML 2019-2020 Service Fees for Glenpool in the amount of \$10,176.58. 151 - 153

(Susan White, Assistant City Manager)

[OML dues](#)

- 8) Discussion and possible action to authorize the City Manager to repair and/or replace, as necessary, the equipment damaged by the lightning strike at the Public Safety Building. 154 - 158

(David Tillotson, City Manager)

[Staff Report - PSB Equipment Repair from Lightning Strike](#)

K) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on June 28, 2019 by 4:00 pm.

Signed: Wendy Knight

City Clerk

COMMUNITY DEVELOPMENT DIRECTOR'S REPORT

To: Honorable Mayor, and Glenpool City Councilors

From: Lynn Burrow, PE

Community Development Director

Date: July 1, 2019

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 currently being processed; (4) Building and Field Inspection Department activities, and; (5) Code Enforcement Department business within the City of Glenpool.

I. CURRENT CITY OF GLENPOOL PUBLIC IMPROVEMENT PROJECTS:

A. SPEEDY'S SANITARY SEWER LIFTSTATION REHABILITATION PROJECT

- This project has been awarded to MSB, LLC (Oologah, OK)
- The Notice to Proceed was issued, August 31, 2018
- Start of construction occurred November 19th - beginning with the installation of forcemain piping at north end of project along south side of 141st Street progressing southerly along east side of Broadway Avenue.
- Forcemain installation has been completed from point of discharge along 141st Street to liftstation site on 148th Street - west of Broadway Avenue.
- The new forcemain has been tested and placed into full operation.
- Contractor has completed approximately 80% of the installation of new structures and equipment at the liftstation site.
- To date there have been approximately 31 weather related delay days that have extended the project beyond the original contract completion date of June 20th.
- Full Project completion is anticipated July, 2019 – barring additional weather delays.

B. WARRIOR ROAD REHABILITATION PROJECT

- This project is one of the earmarked projects listed as part of Move Glenpool Forward Sales Tax Initiative voted on and approved by Glenpool citizens in 2016.

- The project consists of the removal and replacement of the existing roadway and associated drainage improvements from the intersection at 151st Street north to the intersection of 146th Street
- Crafton/Tull Engineering was retained to produce design documents, permitting, and certain construction management functions associated with the project
- Design documents were completed, reviewed, and approved by City Staff in February, 2019.
- Deed of Dedication documents needed to convey privately owned (Glenpool School District) property to the City as public street right-of-way were completed and approved in March, 2019.
- Certain Common Area property located immediately east of the existing roadway was approved for conveyance to City by The Crossings Homeowners Association in March and April for right-of-way purposes.
- Construction bids for Phase I & II of the overall project were advertised in April with actual bids accepted and read April 11th.
- A Construction Contract for the Phase I & II work was approved awarded to Cherokee Pride Construction Company in May, 2019.
- Actual construction of the Phase I & II work started May 7th and is required to be completed by the start of 2019/2020 school year (August, 15th)
- Two additional construction phases required to fully complete the entire project will be structured and coordinated with the Glenpool School District in the future as necessary to minimize disruption of school related activities.

C. ODOT TRANSPORTATION GRANT PROJECT

- This grant project was applied for through INCOG as part of Oklahoma Transportation Enhancement Program that is federally funded and administered by ODOT.
- The Glenpool application to ODOT through INCOG for project funding was approved by Glenpool City Council by Resolution No.10-12-01
- Transportation Enhancement Grant was applied for in March, 2013 and was awarded to the City in April, 2014.

The original proposal for the project consists of:

1. The installation of pedestrian sidewalks and associated landscape and street lighting improvements extending from the Tulsa County Recreation Center on Peoria Ave. connecting with the Glenpool School District campus at 146th Street and Warrior Road via Peoria Ave., 141st Street, Elwood Ave., and 146th Street at an estimated cost of \$688,569.
 2. The base grant consists of an 80/20% matching fund arrangement where the grant will cover 80% of the overall design and construction costs with a 20% City funded match amount.
- Engineering/Surveying design services were solicited and received July, 2014 covering professional services necessary to complete the project.
 - R.L. Shears & Associates Landscape Consultants were contracted to provide th necessary design services in February, 2015.

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- Preliminary construction documents provided by design consultant in October 2016, including preliminary Engineer's Estimate of Construction Cost that totaled approximately \$1,477,000 plus an additional \$91,000 for engineering design services.
- At that time, project was placed on hold until either additional funding could be secured and/or the scope of project reduced to keep the project within the original budget
- Currently, additional funding for the project has not been identified. However, the decision has been made to move ahead with the final design of project by identifying a baseline scope of work that will keep the project within original budget.
- The current effort is to include multiple alternant sub-projects that will be designed and bid at the same time as the base project.
- Currently, the scope of the base project is being finalized as well as the various alternate pieces - thus creating an overall project scope in phases should additional funding become available in the future.
- The Design Consultant is currently adding one additional sub-project to overall project scope. This additional project will include the installation of pedestrian sidewalks along either side of Fern Avenue. from 141st Street to 144th Place at north property line of the High School campus.
- **2019 PAVING REPAIR PROJECTS**
 - Twenty (20) individual paving repair projects were packaged and placed out to public bid in May, 2019.
 - Bids were taken on this package of projects on June 7th.
 - Thirteen (13) of the projects were chosen as the first phase of construction and were presented to the City Council at the June 17th Council meeting.
 - The Phase I package of projects were approved by the Council and have been included in a Construction Contract Agreement with Dunham Asphalt Services, Inc.
 - The seven (7) remaining projects included in the original bid package have been submitted for City Council approval at the July 1st Council meeting.
 - The construction of all twenty (20) individual 2019 paving repair projects is anticipated to start in July with completion approximately October 1, 2019.

II. CURRENT CONSTRUCTION ACTIVITY WITHIN THE CITY:

- **ELM POINTE COMMERCIAL CENTER: ELM POINTE ADDITION: 141ST STREET & PEORIA AVENUE**
 - To-date, building permit applications and permits have been issued on all eight (8) individual building structures proposed in the project..
 - Building construction currently ranges from foundation installation, to structural steel erection, to interior tenant finish-out.
 - Construction of associated parking and access drives started on the east side of the project and has progressed westerly as office/warehouse building construction advances.

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- The completion of the multi-tenant retail buildings fronting onto Peoria Ave. has been accomplished.
- Interior tenant improvements on both retail buildings are progressing in pace with finalized leasing agreements.
- Full project completion (all building construction) is anticipated in July, 2019
- **ELM POINTE II RESIDENTIAL ADDITION: 141ST STREET AND MADISON AVENUE**
 - All area and street grading for the development has been completed.
 - Public sanitary sewer and waterline extensions serving development have been completed.
 - Public Storm sewer and stormwater management improvements for the addition have been completed.
 - Street paving and final lot grading activity is underway currently with completion estimated for July, 2019
 - Residential home construction is anticipated to start in August, 2019
- **BROOKOVER CORNER: COMMERCIAL COMPLEX - 151ST STREET & BROADWAY AVENUE**
 - Supporting construction documents for site improvements covering public paving, storm water management, and water and sanitary sewer services for the project were initially submitted for review and permitting in November, 2018.
 - The two proposed final subdivision plats covering Phase I and Phase II of the project have been reviewed and approved by the Planning Commission and Council and have been filed of record
 - All public utility infrastructure improvement installation is on-going currently and is estimated to be 95% complete
 - Public paving construction started in April and is estimated to be complete in July,
- **GLENPOOL ELEMENTARY SCHOOL: ELWOOD AVENUE & 138TH STREET**
 - All public water and sanitary sewer extensions serving the project have been completed and accepted by the City.
 - Glenpool School Administration has predicted full project completion in July and will be ready for occupancy by start of 2019/2020 school year.
 - The predicted student load for the first year of operations is approximately 500, consisting of Pre-K and kindergarten classes.
- **GLEN HILLS: BLOCKS 1 THRU 6 (PHASE I): RESIDENTIAL ADDITION - 141ST STREET & IROQUOIS AVENUE**
 - Single-family residential project being developed under development standards set forth and approved as part of PUD No. 34, generally located on north side of 141st Street at Iroquois Avenue

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- All Phase I Public site improvements necessary to serve the addition (water, sanitary sewer, storm sewer, and paving and stormwater management) have been completed and accepted by the City.
 - The installation of all Phase I private improvements specified in original Planned Unit Development approved are underway currently with completion anticipated in July, 2019.
 - The start of actual home construction has been initiated with the permitting of five (5) model homes and four (4) pre-sold residences.
- **GLEN HILLS: BLOCKS 7 THRU 11 (PHASE II): RESIDENTIAL ADDITION - 141ST STREET & IROQUOIS AVENUE**
 - The second and last phase of this single-family residential project is being developed under development standards approved as part of PUD No. 34
 - Phase II site clearing, grubbing, and rough area grading is underway currently and is, approximately 90% complete.
 - The start of construction related to public improvements necessary to serve the Phase II portion of the project (water, sanitary sewer, storm sewer, and paving) was started in June and is currently in progress.
 - The full completion of Phase II development improvement construction, City processing of the final subdivision plat, and the start of actual home construction in the Phase II portion of the project is anticipated September, 2019.
- **THE PINES: RESIDENTIAL ADDITION - 141ST STREET & IRONWOOD AVENUE**
 - This single-family residential project is being developed under conditions and development standards approved in PUD No. 32.
 - Site grading and public utility construction supporting the development has started and is approximately 80% complete.
 - Full project completion anticipated in August, 2019 with the start of home construction at that time.
- **SCISSORTAIL: RESIDENTIAL ADDITION – 151ST STREET & POPLAR STREET**
 - single-family residential project being developed under development standards PUD No. 39; generally located on the north side of 151st Street at Poplar Street.
 - All Planning related processing and approvals have been completed regarding zoning and preliminary and final subdivision platting covering the first phase of the project.
 - All Phase I site improvement construction document approvals and permitting has been completed.
 - Start of site improvement construction on Phase I tract anticipated in July, 2019
- **SOUTH 75 BUSINESS PARK: PHASE III**
 - This commercial/industrial project is located along east side of US Highway 75 extending from 161st Street to 166th Street and is being developed under terms and conditions specified in a certain TIF District Agreement approved for the project.

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- All related construction plans covering public improvements proposed to serve this project have been approved and permitted.
- The final subdivision plat has been approved by City
- Full completion of development related public improvements is anticipated July, 2019

III. CURRENT PLANNING DEPARTMENT AND PLANNING COMMISSION ACTIVITIES:

A. ZONING

- No re-zone or PUD applications on 7/8 PC meeting

B. LOT SPLITS

- GLS 236: a lot split of Lot 1 Block 2 of Brookover Corner, located north of E. 151st Street, just over half a mile east of Highway 75, at intersection of 150th Place and S. Broadway Street.

C. SUBDIVISION PLAT APPLICATIONS PENDING REVIEW:

i. BROOKOVER CORNER I & II. MOAB HOLDINGS.

Commercial development is at northeast corner of intersection of 151st Street and U.S. 75, contains 51.78 acres. Together, the two (2) phases contain eight (8) lots and multiple Reserve Areas, primarily for stormwater drainage and detention. Developer's engineer AAB Engineering, LLC has additionally filed an application to close part of a Utility Easement containing a sanitary sewer line, which will be rerouted as a part of the Brookover Corner development. Review and approval schedule for both Final Plats and Utility Easement closing applications:

- 01/25/2019 TAC Review
- 02/11/2019 Planning Commission conditional approval
- 02/19/2019 City Council conditional approval.
- 03/04/2019 City Council Public Hearing for easement closure
- 4/22/2019 Applicant has submitted final plat(s), staff is in-review to confirm compliance with conditions of approval
- 5/2019 Brookover Corner 1, plat filed
- Brookover Corner 2 TBD | Final Plat COG application

ii. GLEN HILLS BLOCKS 1-6. K & S DEVELOPMENT INC.

Residential development located west of northwest corner of 141st Street and Peoria Avenue, containing 28.82 acres (Phase I). Proposed subdivision covers development of 86 single family residential lots under concepts and development standards established and previously approved in PUD No. 34.

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- 9/28/18 Technical Advisory Committee Review
- 10/8/18 Planning Commission Tabled with direction to applicant to revised per staff comments, correct minimum house size in the private covenants to 1,500 square feet per the PUD
- 11/14/18 Planning Commission Conditionally Approved
- 12/03/18 City Council Conditionally Approved Final Plat
- 02/22/19 COG CD met with Select Design to review list of open items to be addressed prior to City's release of plat
- 03/29/2019 Applicant has submitted final plat(s), staff is in-review to confirm compliance with conditions of approval
- 5/2016 Glen Hills plat filed

iii. GLEN HILLS BLOCKS 7-11, K & S DEVELOPMENT INC.

Residential development located west of northwest corner of 141st Street and Peoria Avenue, contains 20.04 acres (Phase II). Proposed subdivision covers development of 79 single family residential lots under concepts and development standards established and previously approved in PUD No. 34.

- 9/28/18 Technical Advisory Committee Review
- 10/8/18 Planning Commission Approved subject to the corrections identified by Staff and those identified by the Planning Commission, including correcting the minimum house size in the private covenants to 1,500 square feet and provide assurances that construction traffic will only utilize 141st St.
- TBD | Final Plat COG application

iv. FINAL PLAT: SCISSORTAIL, BLOCKS 1 – 4, SUMMIT PROPERTIES, INC.

This residential development is at the intersection of 151st Street and Poplar Street, contains 29.13 acres (Phase I). Proposed subdivision covers development of 88 single family residential lots under concepts and development standards established and previously approved in PUD No. 39.

- 2/22/19 COG CD met with Select Design, indicated final plat submission is anticipated soon
- TBD | Final Plat COG application

v. REDBUD GLEN, GOLD TEAM REALTY GROUP

Preliminary plat for Redbud Glen, detached single-family residential subdivision plat on an approximate 20.1-acre site of land, generally located north of the northwest corner of 151st Street South and South Elwood Avenue intersection. Single-family detached homes gated community project is the northern most Development Area (C) of PUD 30.

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- 03/29/2019 TAC
- 04/08/2019 Planning Commission approved Redbud Glen preliminary plat
- 04/15/2019 City Council approved Redbud Glen preliminary plat
- 05/07/2019 Applicant submitted incomplete application

D. PLANNED UNIT DEVELOPMENT APPLICATIONS AND PROCESSING:

i. PUD 30 MAJOR AMENDMENT NO. 1 (PUD 30A: REDBUD GLEN):

Crafton Tull's request for approval of Major Amendment No. 1 to PUD 30 "Glenpool Center South," including a Preliminary Development Plan for property generally located at 423 W. 151st St. S.; north of northwest corner of 151st St. S. and S. Elwood Ave intersection. Subject property is north (approx.) 20-acres of PUD 30, designated for single-family residential development. Redbud Glen is proposed to be a gated subdivision with private streets and neighborhood amenities. Primary effect of the proposed Major Amendment is to relax minimum lot width and lot size requirements, while the lots will be smaller, the PUD states homes must have a minimum of 5,000 square feet of livability space.

- 11/28/18 TAC Review
- 12/10/18 Planning Commission Conditionally Approved Conceptual Development Plan only as per Staff recommendations
- 04/08/2019 Planning Commission approved Preliminary Development Plan + PUD Major Amendment
- 04/15/2019 City Council approved Preliminary Development Plan + PUD Major Amendment

E. SITE PLAN APPLICATIONS PENDING REVIEW:

- i. GLENPOOL RETAIL CENTER:** application for a 7,000 square foot retail shopping center at the southwest corner of W. 121st St S and S. Yukon Avenue. **APPROVED 6/2019**
- ii. BEEHIVE SENIOR CENTER:** application for approx. 25,000 square foot senior care facility in the Montapp addition at Yukon and Vancouver. **IN-PROCESS**
- iii. DOMINOS:** application for redevelopment of 1361 south Highway 75 structure (former gas station) into retail and restaurant space. **APPROVED 6/2019**

IV. CURRENT BUILDING, CONSTRUCTION INSPECTION, AND CODE ENFORCEMENT DEPARTMENT ACTIVITY: JUNE, 2019

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

A. CURRENT COMMERCIAL AND RESIDENTIAL PROJECTS PERMITTED FOR CONSTRUCTION:

- Brookover Corner Commercial Complex: 151st Street & Broadway Avenue
- Glenpool Elementary School: Elwood Avenue & 138th Street
- Elm Pointe Commercial Development: 141st Street & Peoria Avenue
- Glen Hills Residential Addition: Phase I: 141st Street & Iroquois Avenue
- Glen Hills Residential Addition: Phase II: 141st St. & Iroquois Avenue
- The Pines Residential Addition: 141st Street & Ironwood Avenue
- South 75 Business Park: Phase III Public Improvements
- Speedy's Liftstation Rehab. Project:
- MonTapp Commercial Building: 125th Court - West of Vancouver Avenue

B. CURRENT RESIDENTIAL AND COMMERCIAL BUILDING PERMIT STATISTICS:

New Residential Permits Issued in June, 2019	19
New Commercial Permits Issued in June, 2019	0
Current Active Residential Permits	21
Current Active Commercial Permits	13
2018 Residential Permits thru June	12
2019 Residential Permits issued thru June	16
2018 Commercial Permits Issued Thru June	4
2019 Commercial Permits Issued Thru June	2

C. CODE ENFORCEMENT DEPARTMENT: JUNE, 2019

Typical Issues Addressed by Code Enforcement Department:

Public Nuisances:

- Inoperable or abandoned vehicles stored on private property.
- Trash or debris on private property
- Excessively high grass on private property
- Special Assessment requests researched and issued to real estate lenders

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- Filing and releasing Mechanic Liens with the Tulsa County Recorder's Office
- Illegal vehicle parking on private property yards.
- Visual impairments caused by trees, shrubs, vehicles, etc. interfering traffic flow
- Bidding and subcontracting involved with nuisance abatement
- Enforcement of Health and Safety Code violations

A. DEPARTMENT ACTIVITY FOR THE MONTH: JUNE, 2019

	TOTALS
Complaints received and investigated (year-to-date)	528
Open public nuisance cases thru June	23
Code Enforcement Cases - June	
High grass:	32
Fire damaged structures:	0
Illegally parked vehicles:	13
Nuisance abatements (contractor):	1
Notices issued for residences with no water service:	4
Tulsa County Health Department citations:	0
Illegally placed sign notices:	29
Damage to public facilities citations:	0
Excessive trash & debris notices:	18
Dilapidated structure/property notices:	7
Trash can/receptacle placement notices:	2
Misc.: Building Demolition & Removal	1

B. REAL ESTATE SPECIAL ASSESSMENT DETERMINATIONS: JUNE, 2019

Special Assessment Letters Issued to Title Companies	12
Assessment Letter Fee Collection Notices Issued	10

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

MINUTES
Regular Meeting
Monday, June 17, 2019 Council Chambers 6:00 PM

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

STAFF PRESENT: David Tillotson
Susan White
Lowell Peterson
Wendy Knight
John Gonsalves
Lynn Burrow
Jim Martin
Paul Newton
James McHendry

- A) Call to Order - Timothy Lee Fox, Mayor**
Mayor Fox called the meeting to order at 6:00 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 – Greg Conner, Faith Church**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**

E) Treasurers Report – John Gonsalves, Finance Director

[MAY 2019 TREASURERS REPORT](#)

F) City Manager Report – David Tillotson, City Manager

- Introduced Glenpool's new Fire Marshal, Chad Tanner. Mr. Tanner is certified in both law enforcement, and fire duties.
- The Conference Center 1st floor painting process has started in the north hallway, and exhibit hall A & B.
- The Glenpool Oil painting will remain in the Council Chambers for security purposes, until it can be determined the best way to display it long-term.
- Black Gold Days starts this week. The splashpad will be closed beginning Wednesday for set-up, due to so many electric lines across the ground. It will reopen on the following Monday.
- The City has scheduled "harassment training" that is mandatory for employees. The training will be conducted by OMMS, and other municipalities have been invited to attend. The 4 hour training will be Tuesday, Wednesday and Thursday.

G) Mayor Report – Timothy Lee Fox, Mayor

Mayor Fox stated there was no report.

H) Council Comments

Councilor Lund informed everyone that the Flag Ceremony for Black Gold Days will be at 6:00 p.m. on Thursday. The Scouts will be assisting in the ceremony, and a Scout will be playing the National Anthem.

I) Public Comments

There were no public comments.

J) Scheduled Business

- 1) Discussion and possible action to approve minutes from June 3, 2019 meeting.
(Wendy Knight, City Clerk)

Moved by Joyce Calvert, seconded by Brandon Kearns

To approve the minutes as presented.

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

CARRIED.

[Regular Meeting - 03 Jun 2019 - Minutes - Html](#)

- 2) Discussion and possible action to approve Ordinance No. 762, an Ordinance amending Ordinance No. 541, passed and approved by the City Council on October 5, 2005, approving rezoning request No. GZ-205; repealing all Ordinances or parts of Ordinances in conflict herewith; and declaring an emergency.
(James McHendry, City Planner)

Mr. McHendry presented and recommended Council approval of Ordinance No. 762, an Ordinance amending Ordinance No. 541, passed and approved by the City Council on October 5, 2005, approving rezoning request No. GZ-205; repealing all Ordinances or parts of Ordinances in conflict herewith; and declaring an emergency. A scrivener's error was discovered in the legal description within Ordinance No. 541, which created subject RS-3 and CG zoning districts, accounting for a shortfall of 10 feet between the boundary lines of the RS-3 (single-family high density residential) and CG (commercial general) zoning districts. A review of the Amending Ordinance No. 762 will disclose that the legal description for CG is corrected to state that it is the East 556 feet, which corresponds to the RS-3 being the rest of the NE/4 NE/4 less 556 feet on the East.

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To approve Ordinance No. 762, an Ordinance amending Ordinance No. 541, passed and approved by the City Council on October 5, 2005, approving rezoning request No. GZ-205; repealing all Ordinances or parts of Ordinances in conflict herewith; and declaring an emergency.

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

CARRIED.

(2) Staff - Ordinance GZ-271

- 3) Discussion and possible action to adopt an Emergency Clause for Ordinance No. 762.
(James McHendry, City Planner)

Mr. McHendry recommended Council approval of an Emergency Clause for Ordinance No. 762.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

To adopt an Emergency Clause for Ordinance No. 762.

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

CARRIED.

- 4) Discussion and possible action to approve and adopt Ordinance No. 763, an Ordinance amending Ordinance No. 746, adopted November 14, 2017, as Title 11, Zoning Code of the City of Glenpool by rezoning certain property described herein from CG (Commercial General District) and RS-3 (Residential Single Family High Density District) to

RM-2 (Residential Multi-Family Medium Density) as recommended by the Planning Commission under application GZ-271; and repealing all Ordinances or parts of Ordinances in conflict herewith; and declaring an emergency.

(James McHendry, City Planner)

Mr. McHendry presented and recommended Council approval of Ordinance No. 763, an Ordinance amending Ordinance No. 746, adopted November 14, 2017, as Title 11, Zoning Code of the City of Glenpool by rezoning certain property described herein from CG (Commercial General District) and RS-3 (Residential Single Family High Density District) to RM-2 (Residential Multi-Family Medium Density) as recommended by the Planning Commission under application GZ-271; and repealing all Ordinances or parts of Ordinances in conflict herewith; and declaring an emergency. A zone change from RS-3 and CG to RM-2 allows for multi-family land use on the subject site, a land use in line with the types of uses envisioned in the City's Comprehensive Plan for the US-75 corridor.

Mayor Fox opened the Public Hearing at 6:41 p.m.

- Rick Schroeder of Red-Wood Development made a presentation of a 76 unit senior housing community.
- Kevin Coutant, Attorney representing Ryan Jones, spoke in opposition of this item. Mr. Jones and Mr. Coutant presented documents to be included in the record of the minutes for this meeting.
- Jason Brown, 15607 S. 26th W Ave, Glenpool, spoke in opposition of this item.
- Bill Smith, 29508 W. 41st St, Mannford, spoke in opposition of this item.
- Steve Dickey, 15615 S. 26th W Ave, Glenpool, spoke in opposition of this item.

Mayor Fox closed the Public Hearing at 7:14 p.m.

Moved by Brandon Kearns, seconded by Tim Fox

To approve and adopt Ordinance No. 763, an Ordinance amending Ordinance No. 746, adopted November 14, 2017, as Title 11, Zoning Code of the City of Glenpool by rezoning certain property described herein from CG (Commercial General District) and RS-3 (Residential Single Family High Density District) to RM-2 (Residential Multi-Family Medium Density) as recommended by the Planning Commission under application GZ-271; and repealing all Ordinances or parts of Ordinances in conflict herewith; and declaring an emergency.

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

CARRIED.

[Ordinance No. 763](#)

- 5) Discussion and possible action to adopt an Emergency Clause for Ordinance No. 763.
(James McHendry, City Planner)

Mr. McHendry recommended Council approval of an Emergency Clause for Ordinance No. 763.

Moved by Brandon Kearns, seconded by Momodou Ceesay

To adopt an Emergency Clause for Ordinance No. 763.

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

CARRIED.

- 6) Discussion and possible action to approve and adopt Ordinance No. 764, an Ordinance amending Ordinance No. 671, Code of Ordinances of the City of Glenpool, as adopted August 5, 2013, effective September 1, 2013, by amending Title 5, Emergency Preparedness,

Chapter 3, Emergency Telephone Service, Section 2, Emergency Telephone Service Established; Fee; and declaring an emergency.
(Lowell Peterson, City Attorney)

Mr. Peterson presented and recommended Council approval of Ordinance No. 764, an Ordinance amending Ordinance No. 671, Code of Ordinances of the City of Glenpool, as adopted August 5, 2013, effective September 1, 2013, by amending Title 5, Emergency Preparedness, Chapter 3, Emergency Telephone Service, Section 2, Emergency Telephone Service Established; Fee; and declaring an emergency.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

To approve and adopt Ordinance No. 764, an Ordinance amending Ordinance No. 671, Code of Ordinances of the City of Glenpool, as adopted August 5, 2013, effective September 1, 2013, by amending Title 5, Emergency Preparedness, Chapter 3, Emergency Telephone Service, Section 2, Emergency Telephone Service Established; Fee; and declaring an emergency.

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

CARRIED.

[Staff memo Ordinance No. 764 Cox E-911](#)
[ORDINANCE AMENDING CODE 5-3-2](#)

- 7) Discussion and possible action to adopt an Emergency Clause for Ordinance. No. 764.
(Lowell Peterson, City Attorney)

Mr. Peterson recommended Council approval of an Emergency Clause for Ordinance. No. 764.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

To adopt an Emergency Clause for Ordinance. No. 764.

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

CARRIED.

Emergency Clause

- 8) Discussion and possible action to approve and authorize the Mayor to sign the Service Agreement between Cox Communications and the City of Glenpool, authorizing Cox to provide E-911 services and to collect and remit to the City a five percent (5%) annual service fee. (Lowell Peterson, City Attorney)

Mr. Peterson presented and recommended Council approval of the Service Agreement between Cox Communications and the City of Glenpool, authorizing Cox to provide E-911 services and to collect and remit to the City a five percent (5%) annual service fee

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

To approve and authorize the Mayor to sign the Service Agreement between Cox Communications and the City of Glenpool, authorizing Cox to provide E-911 services and to collect and remit to the City a five percent (5%) annual service fee

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

Tim Fox	x			
	5	0	0	0

CARRIED.

[AMENDED Cox-Glenpool E 911 Agreement 2019-final](#)

- 9) Discussion and possible action to approve and authorize the Mayor to sign the Joint Resolutions pledging to renew December 2010 A and B, and January 2011 GUSA Revenue Bond Security Agreements.
(John Gonsalves, Finance Director)

Mr. Gonsalves presented and recommended Council approval of Resolution No. 2019006 and Resolution No. 2019007, in connection with the Series 2010 A, Series 2010 B and Series 2011 Utility System Revenue Bonds issued by GUSA. The City of Glenpool and GUSA entered into certain Security Agreements which must be renewed for successive annual periods commencing July 1, 2011, and thereafter for the terms of the bonds. This has been done by adoption by the Council of an identical resolution each July since 2012. Notice of the renewal must be provided to the Authority and to the Bond Trustee, not later than July 31 of each year.

Moved by Jacqueline Triplett-Lund, seconded by Momodou Ceesay

To approve and authorize the Mayor to sign the Joint Resolutions pledging to renew December 2010 A and B, and January 2011 GUSA Revenue Bond Security Agreements.

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

CARRIED.

[Annual Renewal of Revenue Bond Security Agreements](#)

- 10) Discussion and possible action to approve the Professional Services Agreement with Crossroads Communication LLC for FY19-20.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of the Professional Services Agreement with Crossroads Communication LLC for FY19-20. Crossroads Communications has proven to be a valuable asset to the City of Glenpool with both economic development and public relations projects over the past year.

Moved by Momodou Ceesay, seconded by Brandon Kearns

To approve the Professional Services Agreement with Crossroads Communication LLC for FY19-20.

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

CARRIED.

[Staff Report - Crossroads Agreement](#)
[Crossroads Communications FY20.061109draft](#)

- 11) Presentation of annual Chamber of Commerce Report. No action will be taken.
(Sydney Bland, Glenpool Chamber of Commerce Executive Director)

Ms. Bland highlighted projects and activities of the Glenpool Chamber of Commerce for FY18-19. No action was taken.

[2018-19 \(third\) year accomplishments for City Council](#)

- 12) Discussion and possible action to approve the Agreement with the Glenpool Chamber of Commerce for FY19-20.

(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of the agreement with the Glenpool Chamber of Commerce for Fiscal Year 2019-2020. There are no modifications from the current contract, which calls for \$32,000 to be paid annually to the Chamber, plus \$5000 for BlackGold Days. In recognition of the City's costs to improve the electric service for the Christmas event and BlackGold Days, the Chamber Board intends to waive the \$5,000 payment due under the current contract.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

To approve the Agreement with the Glenpool Chamber of Commerce for FY19-20.

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

CARRIED.

[Staff Report - Chamber Agreement](#)
[Chamber Agreement FY20.061119draft](#)

- 13) Discussion and possible action to approve a contract with Retail Attractions LLC for Economic Development Services for FY19-20.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of a contract with Retail Attractions LLC for Economic Development Services for FY19-20. Retail Attractions has been beneficial to the City of Glenpool with two different retail projects under development or consideration as a direct result of their influence and contacts.

Moved by Momodou Ceesay, seconded by Tim Fox

To approve a contract with Retail Attractions LLC for Economic Development Services for FY19-20.

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

CARRIED.

[Staff Report - Retail Attractions Agreement](#)
[Retail Attractions LLC-FY20.061119draft](#)

- 14) Discussion and possible action to approve the proposal with CoStar for online data services and authorize the City Manager to electronically sign the proposal.
 (David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of the proposal with CoStar for online data services. CoStar provides economic development data such as property costs, ownerships, comps of surrounding properties, population demographics and retail sales data along with a variety of other data pieces that could be beneficial to the City. Tulsa Regional Chamber will pay the billing for this service as part of our membership with the Tulsa's Future program.

Moved by Jacqueline Triplett-Lund, seconded by Joyce Calvert

To approve the proposal with CoStar for online data services and authorize the City Manager to electronically sign the proposal

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

Tim Fox	x			
	5	0	0	0

CARRIED.

[Staff Report - CoStar Proposal
CoStar Proposal 1037689](#)

- 15) Discussion and possible action to approve the Amendment to CDBG Urban County Cooperation Agreement.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of the Amendment to CDBG Urban County Cooperation Agreement. HUD has imposed a new requirement that existing Cooperation Agreements with automatic renewal provisions also contain a provision that units of general local government located within an urban county are prohibited from the "sale, trade or otherwise transfer CDBG funds for unrestricted local funds".

Moved by Momodou Ceesay, seconded by Joyce Calvert

To approve the Amendment to CDBG Urban County Cooperation Agreement.

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

CARRIED.

[Amendment to CDBG Urban County Cooperation Agreement](#)

- 16) Discussion and possible action to approve and authorize the Mayor to sign the Agreement for Judicial Services, with the law firm of George M. Miles, P.C., for the term of July 1, 2019 – June 30, 2021, for the

compensation of \$15,000 per year.
(Lowell Peterson, City Attorney)

Mr. Peterson presented and recommended Council approval of the Agreement for Judicial Services, with the law firm of George M. Miles, P.C., for the term of July 1, 2019 – June 30, 2021, for the compensation of \$15,000 per year. Current Municipal Judge George Miles' law firm is capable of and desires to continue providing his services as a qualified attorney to perform the duties of Judge of the City of Glenpool.

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

To approve and authorize the Mayor to sign the Agreement for Judicial Services, with the law firm of George M. Miles, P.C., for the term of July 1, 2019 – June 30, 2021, for the compensation of \$15,000 per year.

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

CARRIED.

[Staff Memo re 2019 Judge Appt 061719](#)
[2019-2021 Judicial Services Agreement 061719](#)

- 17) Discussion and possible action to approve and authorize the Mayor to sign the annual Memorandum of Understanding to provide 9-1-1 regional mapping services.
(Lowell Peterson, City Attorney)

Mr. Peterson presented and recommended Council approval of the annual Memorandum of Understanding to provide 9-1-1 regional mapping services. The service includes acquiring all newly platted subdivisions, new streets, street closures and jurisdictional changes for fire, police and ambulance districts and updating the street layer on a

regular basis.

Moved by Jacqueline Triplett-Lund, seconded by Joyce Calvert

To approve and authorize the Mayor to sign the annual Memorandum of Understanding to provide 9-1-1 regional mapping services.

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

CARRIED.

[MOU Glenpool and INCOG](#)

- 18) Discussion and possible action to approve and authorize the Mayor to sign the Second Amendment to the 2016 Ambulance Service Agreement between and among the City of Glenpool, the Glenpool Area Emergency Medical Service District and Centurion Health Systems, Inc., d/b/a Mercy Regional of Oklahoma for the purpose of increasing the monthly subsidy from \$13,200. to \$15,000. (Susan White, GEMS District Administrator)

Ms. White presented and recommended Council approval of the Second Amendment to the 2016 Ambulance Service Agreement between and among the City of Glenpool, the Glenpool Area Emergency Medical Service District and Centurion Health Systems, Inc. d/b/a Mercy Regional of Oklahoma for the purpose of increasing the monthly subsidy from \$13,200. to \$15,000. In 2018, Mercy presented evidence that their operation in Glenpool was losing money. They attributed the loss to insufficient historical data and a decrease in transports. The \$1,800.00 monthly increase for the ambulance service was included in the FY 2019-2020 GEMS annual budget.

Moved by Jacqueline Triplett-Lund, seconded by Momodou Ceesay

To approve and authorize the Mayor to sign the Second Amendment to the 2016 Ambulance Service Agreement between and among the City

of Glenpool, the Glenpool Area Emergency Medical Service District and Centurion Health Systems, Inc., d/b/a Mercy Regional of Oklahoma for the purpose of increasing the monthly subsidy from \$13,200. to \$15,000.

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

CARRIED.

[Second Amendment 061719](#)

- 19) Discussion and possible action to approve and authorize the Mayor to sign the Fiscal Year 2019-2020 Operational Agreement between GEMS and the City of Glenpool.
(Susan White, GEMS District Administrator)

Ms. White presented and recommended Council approval of the Fiscal Year 2019-2020 Operational Agreement between GEMS and City of Glenpool. The Agreement includes revisions regarding administrative personnel retained as independent contractors, and the rate paid to the City for Emergency Medical Response and administrative services.

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

To approve and authorize the Mayor to sign the Fiscal Year 2019-2020 Operational Agreement between GEMS and the City of Glenpool.

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

5 0 0 0

CARRIED.

[FY 20 Op Agreement.final](#)

- 20) Discussion and possible action to approve and authorize the Mayor to sign the Custodial Agreement between Vickie Yarbrough and the City of Glenpool, for cleaning of City Offices.
(Susan White, Assistant City Manager)

Ms. White presented and recommended Council approval of the Custodial Agreement between Vickie Yarbrough and the City of Glenpool, for cleaning of City Offices. This is a renewal contract, and there is no change from last year.

Mr. Tillotson requested to be on record that he works with Ms. Yarbrough's husband in a church capacity, outside of working for the City of Glenpool. Ms. Yarbrough's contract was already in place before Mr. Tillotson was employed as City Manager, and there is no conflict within the law.

Moved by Jacqueline Triplett-Lund, seconded by Momodou Ceesay

To approve and authorize the Mayor to sign the Custodial Agreement between Vickie Yarbrough and the City of Glenpool, for cleaning of City Offices.

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

CARRIED.

[VICKIE YARBROUGH 2020](#)

- 21) Discussion and possible action to approve FY18-19 Budget Transfers.

(John Gonsalves, Finance Director)

Mr. Gonsalves presented and recommended Council approval of FY18-19 Budget Transfers.

Moved by Jacqueline Triplett-Lund, seconded by Momodou Ceesay

To approve FY18-19 Budget Transfers.

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

CARRIED.

2018-2019 TRANSFERS

- 22) Discussion and possible action to approve FY19-20 Property, General Liability and Workers Compensation insurance renewals from Oklahoma Municipal Assurance Group.
(John Gonsalves, Finance Director)

Mr. Gonsalves presented and recommended Council approval of FY19-20 Property, General Liability and Workers Compensation insurance renewals from Oklahoma Municipal Assurance Group.

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

To approve FY19-20 Property, General Liability and Workers Compensation insurance renewals from Oklahoma Municipal Assurance Group.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			

Momodou Ceesay	x			
Tim Fox	x			
	5	0	0	0

CARRIED.

[\(2\) Insurance Renewal 2020](#)

- 23) Discussion and possible action to approve Change Order No. 2 in the amount of \$12,810.00 adjusting the base contract amount to a total not to exceed \$433,074.00, for Phase I & II of the Warrior Road Rehab Project.
(Lynn Burrow, Community Development Director)

Mr. Burrow presented and recommended Council approval of Change Order No. 2 in the amount of - \$12,810.00 adjusting the base contract amount to a total not to exceed \$433,074.00, for Phase I & II of the Warrior Road Rehab Project. The reduction is a result of a storm sewer re-design to avoid conflict with a gas main line.

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

Discussion and possible action to approve Change Order No. 2 in the (reduced) amount of - \$12,810.00 adjusting the base contract amount to a total not to exceed \$433,074.00, for Phase I & II of the Warrior Road Rehab Project.

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

CARRIED.

[Memorandum City Council Meeting 06 17 19 Warrior Road Changeorder No. 2](#)

- 24) Discussion and possible action to approve the Contract Bid Package received from Dunham's Asphalt Services, Inc. and to authorize the City to enter into a Construction Contract Agreement covering the completion of the selected 2019 Street Repair Projects for a total amount not to exceed \$280,000.00 to be funded from the FY18-19 Annual Budget under Budget Item No. 01-6-14-6274, and authorize the City Manager to execute said agreement on behalf of the City.
(Lynn Burrow, Community Development Director)

Mr. Burrow presented and recommended Council approval of the Contract Bid Package received from Dunham's Asphalt Services, Inc. and to authorize the City to enter into a Construction Contract Agreement covering the completion of the selected 2019 Street Repair Projects for a total amount not to exceed \$280,000.00 to be funded from the FY18-19 Annual Budget under Budget Item No. 01-6-14-6274. There was a total of 3 contractors that submitted bids for this project.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

To approve the Contract Bid Package received from Dunham's Asphalt Services, Inc. and to authorize the City to enter into a Construction Contract Agreement covering the completion of the selected 2019 Street Repair Projects for a total amount not to exceed \$280,000.00 to be funded from the FY18-19 Annual Budget under Budget Item No. 01-6-14-6274, and authorize the City Manager to execute said agreement on behalf of the City.

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

CARRIED.

[Memorandum City Council Meeting 06 17 19 - 2019 Paving Repair Contract \(2\)](#)

- 25) Discussion and possible action to enter into executive session for the purposes of: A) discussing negotiations concerning employees and

representatives of employee groups, specifically for the purpose of discussing possible amendments to, and terms and conditions of, a collective bargaining agreement with the Fraternal Order of Police, Lodge 133, for the 2019-2020 Fiscal Year, pursuant to 25 O.S. § 307(B)(2) (Open Meeting Act); and B) conferring on matters pertaining to economic development 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)

Mr. Tillotson recommended Council enter into Executive Session, and invited Mandy Vavrinak and Rickey Hayes to attend.

Moved by Jacqueline Triplett-Lund, seconded by Joyce Calvert

To enter into Executive Session at 8:27 p.m.

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

CARRIED.

- 26) Discussion and possible action to reconvene in Regular Session.
(Mayor Fox)

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To reconvene in Regular Session at 9:42 p.m.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Jacqueline Triplett-Lund	x			

Momodou Ceesay	x			
Tim Fox	x			
	5	0	0	0

CARRIED.

- 27) Discussion and possible action to approve the Collective Bargaining Agreement with the Fraternal Order of Police Lodge 133 for FY19-20.
(David Tillotson, City Manager)

Mr. Tillotson recommended Council approval of the Collective Bargaining Agreement with the Fraternal Order of Police Lodge 133 for FY19-20.

Moved by Jacqueline Triplett-Lund, seconded by Momodou Ceesay

To approve the Collective Bargaining Agreement with the Fraternal Order of Police Lodge 133 for FY19-20.

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

CARRIED.

[FOP CBA for FY19-20.final.062019](#)

K) Adjournment

Mayor fox declared the meeting adjourned at 9:43 p.m.

October 11, 2018

David Tillotson, City Manager
City of Glenpool
12205 South Yukon Ave.
Glenpool, Oklahoma 74033

Dear Mr. Tillotson,

As a resident of the City of Glenpool, I would like to inform you of my interest to serve my community as a member of the Glenpool Planning Commission. In my two years as a resident, I have seen (and participated) in the exciting growth of the City and would like to be involved in its future growth. My wife and I plan on raising our family in Glenpool, and I would be honored to volunteer my time to give back to the community.

I currently work as a Civil Engineer for Tanner Consulting and have enclosed a copy of my resume. While my firm is currently working on several projects within the City, I would naturally abstain on matters of company business as a Planning Commission member.

I would ask that you pass my interest along to Mayor Fox and would enjoy further visiting with you or the Mayor about my contribution to the City. Thank you for your consideration.

Respectfully,

Kevin Norton, E.I.T.

Kevin Norton, E.I.T.

706 W. 145th Pl. S.
Glenpool, OK 74033

knorton@tannerbaitshop.com
Cell: (918) 607-3038

Education

Oklahoma State University in Stillwater, OK
Major: Bachelors of Science in Environmental Engineering

Graduated 2014

Work Experience

Tanner Consulting – Civil Engineer **May 2014 – July 2016 & Nov. 2017 - Present**

- Draft civil construction documents for commercial and residential development projects.
- Utilize engineering principles to design utilities, grading plans, and detention ponds.
- Worked in the City of Glenpool on several private developments in various stages of development.
 - Ketchum Mini-storage at W 151st St & S Elwood Ave.(completed)
 - South 75 Business Park at W 161st St & Highway 75 (design phase)
 - Culp Commercial Tract at W 151st St S & Highway 75 (design phase)
- Coordinated with planners to draft Plats, PUD Site Plans, and Board of Adjustment Site Plans.

Quiktrip – Civil Designer

July 2016 – November 2017

- Site planning & engineering design for new Quiktrip stores.

Poe & Associates – Intern

May 2013 - August 2013

- Worked with 15 other interns to rate the condition of every non-arterial street in the City of Tulsa.

Certifications

E.I.T – Engineer in Training

Skills

Effective Verbal Communication
Critical Thinking
AutoCAD Civil 3D
Construction Administration

Reliable & Punctual
Excellent Written Communication
Clearly Communicate Ideas
Strong Work Ethic

To: City of Glenpool, Mayor and City Council
Glenpool Utility Service Authority, Chair and Board of Trustees

From: Lowell Peterson, Attorney for City of Glenpool and Glenpool Utility Service Authority

Date: June 17, 2019

Subject: Reaffirmation of Agreed Upon Procedures Engagement Letter with Elfrink and Associates, PLLC, for FY 2019 Annual Audit of Compliance with Glenpool/Creek-2 Settlement Agreement of May 2015

Background:

In the Settlement Agreement that terminated the litigation between the City of Glenpool and the Glenpool Utility Services Authority (together "Glenpool") and Creek County Rural Water District #2 ("Creek-2") in May of 2015, Glenpool proposed, and Creek-2 accepted, a methodology for minimizing and hopefully preventing any future disputes or claims based on multiple years of real or perceived non-compliance by either party. The parties agreed to retain, annually, an independent auditor who will examine all pertinent records and accounts to determine whether the parties have met their respective reporting and payment obligations during the "Auditable Period" under review. Auditable Period has been defined, to conform to the parties' fiscal years, as the 12-month period from July 1 - June 30 of each year of the Agreement.

Essential terms of the Settlement Agreement that are audited include:

- Whether Glenpool has accurately reported all new water customer connections within the "Permissive Area" and paid to Creek-2 the corresponding Meter Connection Fees in the initial amount of \$800 per tap of less than 1-inch and \$1,200 per tap for lines of 1-inch or more diameter, as adjusted annually in accordance with the CPI-U.
- Whether Glenpool has accurately reported all Active Water Connections maintained by Glenpool within the Permissive Area and paid to Creek-2 a monthly Royalty in the initial amount of \$7.75 per month for each such connection, as adjusted annually in accordance with the CPI-U. [This now also includes "Construction Meters."]
- Confirm that no Meter Connection Fees and no Royalty payments have been paid to Creek-2 for Glenpool water customers situated in the Released Area, defined as the Glenpool city limits as of March 2, 2012.
- Whether Creek-2 has charged its water customers who choose to connect to the Glenpool sanitary sewer system the applicable sewer rate, based on water usage, and

remitted the corresponding amount to Glenpool on a monthly basis (whether or not the customer pays Creek-2 the amount of the bill).

Creek-2 and Glenpool have used the services of Elfrink and Associates, PLLC, (Anne Elfrink) for the past three fiscal year annual audits. She recently confirmed with both parties that they would like to use her services again. In response she sent the attached engagement letter, representing that she is prepared to do the FY 2019 Annual Audit in accordance with the same agreed-upon procedures used for the last three fiscal years.

Recommendation:

Legal counsel for both parties to the Settlement Agreement recommend that the City Council, the Glenpool Utilities Service Authority's Board of Trustees and the Creek-2 Board of Directors approve the attached engagement letter setting forth procedures first adopted on October 24, 2016 and updated to April 25, 2019.

Attachment:

Agreed Upon Audit Procedures Engagement Letter for FY 2019, Elfrink and Associates, PLLC

Elfrink and Associates, PLLC

Member of the AICPA, OSCP, and GFOA

3119 E 87th Street
Tulsa, Oklahoma 74137

Anne.Elfrink@CPA.com

918-361-2133
Fax: 918-512-4280

April 24, 2019

City of Glenpool/Glenpool Utility Service Authority and
Creek County Rural Water District No. 2
12205 S. Yukon Ave.
Glenpool, OK 74033

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the City of Glenpool/Glenpool Utility Service Authority ("Glenpool") and Creek County Rural Water District No. 2 ("Creek-2" for the audit period of July 1, 2018 through June 30, 2019 ("Auditable Period").

SCOPE OF SERVICES

We will apply the agreed-upon procedures described below to be performed in accordance with the applicable attestation standards of the American Institute of Certified Public Accountants and the fieldwork reporting standards in *Government Auditing Standards*. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the schedule below for any purpose. If, for any reason, we are unable to complete the procedures, we will describe the restrictions on the performance of the procedures in our report or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the schedule below do not constitute an examination, we will not express an opinion on the financial statements, underlying data, or the procedures being conducted to prepare such statements. In addition, we have no obligation to perform any procedures beyond those listed in the schedule below.

We will submit a report listing the procedures performed and our findings. The report is intended solely for the use of the City of Glenpool/Glenpool Utility Service Authority and Creek County Rural Water District No. 2. It should not be used by anyone other than the specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to the parties.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities, and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for management decisions and functions; for designating an individual with suitable skill, knowledge, and/or experience to oversee the procedures we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

The specific procedures to be performed are:

With respect to Glenpool's Records

1. We will update our understanding of the policies, procedures, and methodologies used by Glenpool to create, maintain, bill, and terminate water utility customers, particularly those existing within the Permissive Area, as that term is defined in the Agreement. Such understanding shall be documented by us in writing.
2. We will obtain building permit records for all new construction within the Permissive Area during the Auditable Period, and compare such records to records maintained within Glenpool's utility billing system pertaining to the installation of new water meters at the physical addresses on the building permits to ensure that information regarding new meter installations reported to Creek-2 is timely and accurate.
3. We will calculate the amount of Meter Connection Fees due Creek-2 during the Auditable Period based upon building permits, utility installation records, and utility billing records, and shall compare the results of that calculation to the amount remitted by Glenpool during the same period. We will reconcile any differences noted and determine the correct amount due during the Auditable Period.
4. We will examine Glenpool's records (including, but not limited to raw computer billing data, customer reports, software billing programs) to determine whether amounts paid to Creek-2 for Royalty Fees due on Active Water Connections in the Permissive Area during the Auditable Period are correct. We will reconcile any differences noted and determine the correct amount due to Creek-2 during the Auditable Period.
5. We will obtain documentation of the CPI-U adjustments made to Meter Connection Fees and Royalty Fees paid by Glenpool to Creek-2 during the Auditable Period and determine whether such adjustments were accurate and made in a timely manner.

With Respect to Creek-2's Records

1. We will update our understanding of the policies, procedures, and methodologies used by Creek-2 to create, maintain, bill, and terminate Shared Utility Customers. We will document our understanding in writing.
2. We will obtain and compare records maintained by Glenpool pertaining to wastewater taps made or maintained at addresses served by Creek-2's domestic water and compare such records to Creek-2's billing records for Shared Utility Customers.
3. We will examine Creek-2's records (including but not limited to raw computer billing data, customer reports, software billing programs) regarding water consumption by Shared Utility Customers and calculate the amounts due Glenpool for wastewater collection services for those customers. We will compare the calculation above to the actual amounts paid to Glenpool for the Auditable Period and reconcile any differences noted.

Procedures Applicable to Creek-2 and Glenpool

- I. We will apply the following agreed-upon procedures, as specified in the Agreement of Compromise, Settlement and Release ("Agreement"), dated May 2015 provided that the Auditor may implement the Audit Sampling standards set forth in *AU Section 350, Audit Sampling*, implementing Statements on Auditing Standards No. 39, 43, 45 and 111, promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants, as such AU 350 may be amended or superseded.

2. We will perform any other procedures we deem reasonable and necessary to ensure that the purpose and intent of the Agreement has been met by both Creek-2 and Glenpool.
3. The above agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the Government Accountability Office.

We understand that your employees will assist in locating documents and obtaining data files we request.

The documentation for this engagement is the property Elfrink and Associates, PLLC and constitutes confidential information. This documentation will be retained for a minimum of five years after the report release date.

Our fee for these services will be a flat baseline fee of \$10,000 for the audit period covering July 1, 2018 through June 30, 2019 plus \$10 per meter for each active water connection maintained by the City of Glenpool/Glenpool Utility Service Authority in the permissive area.

Our invoice for these fees will be rendered upon delivery of our final report and is payable on presentation. However, if we are prevented from continuing our work due to delays in availability of client staff or information, or any other mechanism outside of the jurisdiction and control of our firm, we will bill for services rendered on a monthly basis at our standard rates. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. An invoice that is not paid within 45 days of the billing date will accrue interest at the rate of 6% per annum from the date of the invoice. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. If an expansion of scope beyond those specific procedures identified above is necessary, we will discuss it with you before we incur additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review letter accompanies this letter.

We appreciate the opportunity to be of service to the City of Glenpool and Creek County Rural Water District No. 2 and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Elfrink and Associates, PLLC

AFFIRMATION:

This letter correctly sets forth the understanding of the City of Glenpool/Glenpool Utility Service Authority and Creek County Rural Water District No 2 for the audit period of July 1, 2018 through June 30, 2019.

FOR THE CITY OF GLENPOOL:

By: _____

Title: _____

Date: _____

FOR THE GLENPOOL UTILITY SERVICE AUTHORITY:

By: _____

Title: _____

Date: _____

FOR THE CREEK COUNTY RURAL WATER DISTRICT NO. 2:

By: _____

Title: _____

Date: _____



MEMORANDUM

June 26, 2019

To: Honorable Mayor and City Council

From: Jim Martin
Chief of Police

Re: Mobile Data Computers Purchase: Police Department

Background:

This item is for Council consideration and action regarding the approval and acceptance of a quote solicited and received from Tyler Technologies for software for the proposed mobile data computer systems to be used by the Glenpool Police Department. In 2016 the Glenpool City Council approved \$208,307.00 for use in purchasing mobile data computer systems for the Police Department and research was conducted by members of the department to identify a system that would be compatible with our currently used Computer Aided Dispatch (CAD) and Report Management System (RMS). Tyler Technologies was chosen to provide the mobile CAD software for the computers since we are currently using their software for our desktop computers within the Police Department. Tyler Technologies is also the provider for the Incode computer software used by all City departments. We have also added their electronic ticket writing software known as Brazos as part of the package for the mobile data computer system and expanded our RMS abilities by adding modules to make our system more efficient and create better information/intelligence storage and accessibility. In addition to the software, we researched computers that would provide the Police Department with the best possible user experience and durability based on our budget. As a result of our research we selected the 12.9-inch Apple iPad Pro with a ZAGG Slimbook Go detachable Bluetooth keyboard. Light Em Up Emergency Equipment located in Beggs, OK, was selected to install the equipment and provide the installation hardware. Itemized pricing for this project is included in the attachments and provides a breakdown of one-time costs and yearly recurring costs. A summary of costs is as follows:

ITEM	ONE-TIME FEES	RECURRING FEES	CONTRACT TOTAL
Tyler Technologies Mobile CAD	\$55,620	\$12,931/yr.	\$68,551
Tyler Technologies RMS Additions	\$21,762	\$16,369/yr.	\$38,131
Tyler Technologies Brazos	\$5,300	\$23,400/yr.	\$28,700
iPad Pro + 2-year AppleCare	\$32,346	N/A	\$32,346
Apple Developer License Annual Fee	N/A	\$7,475/yr.	\$7,475
AT&T SIM Cards for iPads	N/A	\$14,037/yr.	\$14,037
ZAGG Bluetooth Keyboard	\$3,858.30	N/A	\$3,858.30
Light Em Up Emergency Equipment	\$9,825	N/A	\$9,825
OLETS	N/A	\$9,000/yr.	\$9,000
TOTAL	\$128,711.30	\$83,212/yr.	\$211,923.30

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

The Oklahoma Law Enforcement Telecommunications System (OLETS), which is noted in the table above, charges for access to their system which provides all law enforcement agencies in the State of Oklahoma with criminal justice related information. Their rates are \$300/yr. per unit plus an additional \$5/mo. per unit access fees. The cost to outfit 25 mobile computers with OLETS capability will be \$7500/yr. + \$125/mo. = \$9,000/yr.

Staff is requesting approval of the purchase and authorization utilizing the above listed vendors. As discussed during the budget approval process, staff would request the City authorize the funds for the first-year be taken from the General Fund Reserve with an understanding that these funds would be replenished from the Move Glenpool Forward Public Safety Capital Funds over the remainder of the life of the sales tax. This will maximize our cashflow within the Public Safety Capital Fund without requiring us to go borrow money from the bank for this purchase. The total annual recurring costs are included in the first year and will be budgeted as appropriate for years two and beyond in future budget cycles.

Staff Recommendation:

Staff recommends approval of the Mobile Data Terminal Project and authorizes the City Manager to execute purchase orders/purchase agreements with Tyler Technologies, Apple, ZAGG, AT&T, Light Em Up Emergency Equipment, and OLETS based on the quotes received for the purchase and implementation of mobile computer systems for the Glenpool Police Department for a total purchase price of \$211,923.30.

Attachments:

A. Purchase Quotes: Tyler Technologies, Apple, ZAGG, AT&T, Light Em Up Emergency Equipment, and OLETS



SUBSCRIPTION LICENSE AND SERVICES AGREEMENT

This Subscription License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Subscription License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of Glenpool, OK.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Hosting Services”** means the hosting services we will provide for the Tyler Software as set forth in the Investment Summary, for the fees set forth therein.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Schedule 1 to Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 2 to

Exhibit C.

- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software, Third Party Hardware, and Third Party Services.
- **“Third Party Services”** means the services provided by third parties, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 For so long as you pay your then-current subscription fee, we grant to you a license to use the Tyler Software (a) for the number of licenses identified in the Investment Summary; (b) for your internal business purposes only; and (c) in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only, and so long as such copies are destroyed when you stop paying your subscription fees. Your rights to use the Tyler Software are coterminous with the duration of your subscription fee payments but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.** You retain ownership of the data you enter into the Tyler Software.

2. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a

Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and the Statement of Work. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. These services fees are payable as part of your annual subscription fee, and we reserve the right to suspend delivery of these services if you fail to timely pay those fees.
2. Additional Services. The Investment Summary identifies, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
3. Cancellation. To the extent you request that we provide additional services under Section C(2), if you cancel those services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable travel expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel.
4. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
5. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide our services, subject to any reasonable security protocols or other written policies provided to us.
6. Client Assistance. You acknowledge that the provision of services for the Tyler Software is a cooperative process that may require the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required. This cooperation includes at least working with us to schedule the services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

Beginning on the Effective Date, and for so long as you timely pay your then-current subscription fees, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement. If you do not timely pay your then-current subscription fees, we reserve the right to suspend delivery of maintenance and support services until you've paid the subscriptions fees due as of the date of reinstatement, including subscription fees for all periods during which maintenance and support was suspended.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell and deliver the Third Party Hardware, if you have purchased any, for the subscription fee set forth in the Investment Summary for the initial term, as defined in Section H(1). Within three (3) months of the start date of a renewal term, we will make available then-current industry standard hardware updates, to the extent reasonably commercially available, for no additional fee beyond the subscription fee applicable to the corresponding renewal term. You are responsible for installing the Third Party Hardware we sell and deliver to you, either during the initial term or any renewal term. You are also responsible for repurchasing, at then-current rates, any Third Party Hardware that is lost or unavailable for a reason not caused by us (i.e. loss or theft).
2. Third Party Software. For so long as you pay your then-current subscription fees, you have a license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install the Third Party Software. The installation cost is included in the installation fee in the Investment Summary. If you choose to transfer that installation, you will give us advance written notice and you will pay us for any required or requested technical assistance from us associated with such transfer, to the extent the transfer is allowed by the Developer.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software and/or Third Party Hardware directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software or to the Third Party Hardware; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you experience an issue with hardware or software that we did not provide you, we are not responsible for resolving that issue.

SECTION F – HOSTING SERVICES OR THIRD PARTY SERVICES

1. To the extent we are providing Hosting Services, we will provide them according to the terms and conditions set forth in this Section F, and the other applicable terms of this Agreement, including but not limited to the Service Level Agreement set forth at Exhibit C, Schedule 1.

- 1.1 You will be hosted on shared hardware in a Tyler data center. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support your Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.
- 1.2 You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the Hosting Services. You may use the Hosting Services to access updates and enhancements to the Tyler Software.
- 1.3 Our Hosting Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2. We have attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as you are timely paying your annual subscription fee. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
- 1.4 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in the Tyler Software, we will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld. In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored
- 1.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the Hosting Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 1.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.
- 1.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data.
- 1.8 If you fail to pay your then-current subscription fees, after our advance written notice to you of that failure, we reserve the right to suspend delivery of our applicable Hosting Services.

2. To the extent you are receiving Third Party Services for hosting, you will receive those services according to the Service Level Agreement available at <https://aws.amazon.com/>. You acknowledge and agree that, with advance written notice to you, we may transition the hosted Tyler Software from the Third Party Services provider to a Tyler data center at no additional cost to you. In such event, the terms of Section F(1) will apply to you instead of the terms of this Section F(2).

SECTION G - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing. We will invoice you a subscription fee for the software license, professional services, maintenance and support services, hardware, and hosting services set forth in this Agreement for the initial term, as defined in Section H(1) below. That subscription fee for the initial term is set forth in the Investment Summary and will be invoiced and payable per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice.
1. Suspension of License and/or Services. We reserve the right to suspend your license rights and/or the delivery of all services (professional, maintenance and support and/or hosting), if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so. We will reinstate your license rights and our services delivery only if you pay all past due subscription fees, including all fees for the periods during which your license rights and/or our services delivery were suspended.

SECTION H –TERM, EXPIRATION AND TERMINATION

1. Initial Term, Renewal and Expiration of Subscription. This Agreement shall be effective as of the Effective Date. The initial term shall expire on the fifth anniversary of the Effective Date. The Agreement will automatically renew upon your signature of an updated Investment Summary that will set forth the subscription fee, subscription term, and any other applicable information to the renewal term. Each such Investment Summary will be labeled Exhibit A-1, Exhibit A-2, et cetera and will be incorporated into this Agreement as if fully set forth herein.
2. Termination.
 - 2.1 Failure to Pay Subscription Fee. If you fail to pay your then-current subscription fee on a timely basis, we may terminate this Agreement if you do not pay all outstanding fees in full within forty-five (45) days of our written notice that we intend to so terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section J(3). You may terminate this Agreement for cause in the event

we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section J(3).

2.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to pay your then-current subscription fee, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations.

2.4 Force Majeure. Either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more.

3. Effect of Termination.

3.1 Payment Obligations. In the event of a termination under Section H(2.1) or H(2.2), you will pay us for all undisputed subscription fees through the effective date of termination. Any disputed fees will be subject to the dispute resolution process. In the event of a termination under Section H(2.3) or H(2.4), you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section G(2) at the time of termination in order to be withheld at termination, and in no event will you be entitled to a refund or offset of previously paid subscription fees.

3.2 Early Termination Fees. Except for a termination by you under Section H(2.2), in the event a termination is effective prior to the expiration of the then-current term (either initial or renewal), then the following early termination fees will also be payable upon termination (each to the extent applicable):

- a. if you terminate during the first year, 100% of the subscription fees through the date of termination plus 75% of the subscription fees then due for the remainder of the applicable term;
- b. if you terminate during the second year, 100% of the subscription fees through the date of termination plus 50% of the subscription fees then due for the remainder of the applicable term; and
- c. if you terminate during or after the third year, 100% of the subscription fees through the date of termination plus 25% of the subscription fees then due for the remainder of the applicable term.

3.3 Your Rights. Except as otherwise expressly agreed to by us, effective immediately upon termination for any reason hereunder, your license rights to the Tyler Software will be immediately revoked, and we will no longer provide you with any professional services, maintenance and support services, and/or hosting services. At your expense, you must return the hardware to us within thirty (30) days of the effective termination date. You must ensure that the hardware is returned to us in commercially reasonable condition. At your request, we will provide a copy of your SQL database then residing in our hosted environment.

SECTION I – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section I(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents,

officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE ANNUALIZED THEN-CURRENT SUBSCRIPTION FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS I(1) AND I(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION J – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and/or recurring services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and/or recurring services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum. We will work with you to adjust the annual subscription fee on a going-forward, pro rata basis as necessary.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date. In the event you choose to purchase any optional products and/or optional recurring services, we will work with you to adjust the annual subscription fee on a going-forward, pro rata basis as necessary. If you choose to purchase any optional one-time services,

they will be billed to you on a time and materials basis.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us.

No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;

- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|-------------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement |
| | Schedule 1: Service Level Agreement |
| | Schedule 2: Support Call Process |

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Glenpool, OK

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Glenpool
140 W. 141st St.
Glenpool, OK 74033-3555
Attention: _____



Exhibit A Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.



Quoted By: Sarah Koski
 Quote Expiration: 11/11/2019
 Quote Name: City of Glenpool - Brazos
 Quote Number: 2019-74118
 Quote Description: 25 Brazos

Sales Quotation For
 City of Glenpool
 140 W 141st St
 Glenpool, OK 74033-3555
 Phone: +1 (918) 322-5442

Tyler Software and Related Services - SaaS			One Time Fees				
Description	Impl. Hours	Impl. Cost	Data Conversion	# Years	Annual Fee		
Incode Court Suite							
Brazos Citation Issuing Device Interface	0	\$0	\$0			\$0	
Incode Public Safety Suite							
Brazos Technology Citation Interface	0	\$0	\$0			\$0	
Brazos							
eCitation - Brazos Rapid Extension Framework - MDC or TABLET (25)	0	\$0	\$0			\$0	
Brazos Adhoc Reporting	0	\$0	\$0			\$0	
MOD: Spatial Mapping Report and GeoLocation	0	\$0	\$0			\$0	
Brazos Subscription with Printer Only (25)	0	\$0	\$0			\$23,400	
Device Level Interface for Incode Public Safety Mobile	0	\$0	\$0			\$0	
Interface: Incode Public Safety Records Mgmt System	0	\$0	\$0			\$0	
Interface: Tyler Incode Court Case Mgmt System	0	\$0	\$0			\$0	
	Sub-Total:	\$0	\$0			\$23,400	
	TOTAL:	0	\$0	\$0	5	\$23,400	
Other Services							
Description	Quantity	Unit Price	Extended Price	Maintenance			
Set-Up & Configuration for hardware platform - TABLETS	1	\$0	\$0	\$0	\$0	\$0	
Brazos Project Mgmt (plus per diem as needed if not remote)	1	\$0	\$0	\$0	\$0	\$0	
Training	1	\$0	\$0	\$0	\$0	\$0	
Device Level Interface: Set Up & Configuration	1	\$0	\$0	\$0	\$0	\$0	
Incode Interface: Set Up & Configuration	1	\$0	\$0	\$0	\$0	\$0	
IPS Interface: Set Up & Configuration	1	\$0	\$0	\$0	\$0	\$0	
	TOTAL:			\$0	\$0	\$0	
3rd Party Hardware, Software and Services							
Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenance Discount	Total Maintenance

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P1063406-042 / Zebra, ZQ500, Mounting Plate	25	\$17	\$0	\$425	\$0	\$0	\$0
AK17463-002 / Zebra, ZQ500, Ram Mount Kit	25	\$62	\$0	\$1,550	\$0	\$0	\$0
P1063406-062 / Zebra, ZQ500, Vehicle Cradle	25	\$97	\$0	\$2,425	\$0	\$0	\$0
P1063406-030 / Zebra, ZQ520, Vehicle Charger-open ended	25	\$36	\$0	\$900	\$0	\$0	\$0
ZQ52-AUE0000-00 / Zebra, Printer, ZQ520	25	\$0	\$0	\$0	\$0	\$0	\$0
Z1AE-ZQ5X-5C0 / Zebra, Warranty, ZQ500, 5 year	25	\$0	\$0	\$0	\$0	\$0	\$0
LD-R4KN5B / Zebra, ZQ520/RW420, Paper, 36 rolls per case	1	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL:				\$5,300			\$0

Summary

	One Time Fees	Recurring Fees
Total Tyler SaaS	\$0	\$23,400
Total Tyler Services	\$0	\$0
Total Third Party Hardware, Software and Services	\$5,300	\$0
Summary Total	\$5,300	\$23,400
Contract Total	\$28,700	



Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **Subscription Fees.** Subscription fees will be invoiced annually in advance at the rates set forth in the Investment Summary for the initial term, as defined in the Agreement. Thereafter, subscription fees will be invoiced annually in advance at the rates set forth in the applicable Exhibit A-1, Exhibit A-2, et cetera, except as otherwise set forth therein. Except as otherwise expressly agreed to by us, those subscription fees reflect the allocated fees for your license to the Tyler Software and the hardware, as well as the professional services, maintenance and support services, and hosting services we provided to you.
2. **Additional Professional Services.** To the extent you request any additional professional services from us under Section C(2) of the Agreement, those services will be billed as delivered and invoiced as incurred.
3. **Requested Modifications to the Tyler Software:** Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.
4. **Expenses.** Travel expenses associated with the scope of your implementation as of the Effective Date are reflected in the annual subscription fee. To the extent you request additional professional services under Section C(2) and travel is required to deliver those services, travel expenses will be incurred separately. Those expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

Payment. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

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**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated

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by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible.

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If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C
Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your then-current subscription fee, we will, consistent with our then-current Support Call Process:
 - 1.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 1.2 provide telephone support during our established support hours;
 - 1.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Products, if any, in order to provide maintenance and support services;
 - 1.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 1.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
2. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

3. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
4. Other Excluded Services. Your subscription fees do not include the following maintenance and support services: (a) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; (d) maintenance and support of software or hardware not licensed to you or otherwise provided to you under this Agreement; (e) support outside our normal business hours as listed in our then-current Support Call Process; or (f) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
5. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C
Schedule 1
Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the Hosting Services that Client has requested Tyler to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from Client's applications, content or equipment, or the acts or omissions of any of Client's service users or third-party providers over whom Tyler exercises no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for Client's use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

Service Availability of the applicable software products is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether Tyler has met those goals by tracking Attainment.

Client Responsibilities

Whenever Client experiences Downtime, Client must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. Client may escalate through the hosting hotline. Client will receive a support incident number. Any Downtime is measured from the time Tyler intakes Client's support incident.

To track attainment, Client must document, in writing, all Downtime that Client has experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. Client must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation County provides must substantiate the Downtime. It must include, for example, the

support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

Tyler's support team receives a call from Client that a Downtime has occurred or is occurring, Tyler will work with Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with Client to resume normal operations.

Upon timely receipt of Client's Downtime report, outlined above, Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to Client's Downtime report within thirty (30) days of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to Client's confirmed Downtime, Tyler will provide Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to Client.
100%	95-97%	Remedial action will be taken at no additional cost to Client. 4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	Remedial action will be taken at no additional cost to Client. 5% credit of fee for affected billing cycle will be posted to next billing cycle

Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

SaaS Agreement-Glenpool, OK-Brazos-LE 5.21.19 (2019-74118 11.19).docx

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with Client. When maintenance is scheduled to occur, Tyler will provide approximately two (2) weeks' advance written notice to the contact information that Client supplies on Client notification form. When emergency maintenance is scheduled, Client will receive an email at that same contact point.

Force Majeure

Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with Client a signed request that said failure be excused. That writing will include the details and circumstances supporting Tyler's request for relief with clear and convincing evidence pursuant to this provision. Client will not unreasonably withhold its acceptance of such a request.



Exhibit C
Schedule 2
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support, some or all of which are available for the Tyler Software as of the Effective Date (to the extent not available, we will make you aware of their availability when appropriate):

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are or will be available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies provides support on the Tyler Software 24/7.

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is



responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues



- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Quoted By: Sarah Koski
 Quote Expiration: 7/31/2019
 Quote Name: City of Glenpool-Public Safety
 Quote Number: 2018-55379-4
 Quote Description: RMS additions

Sales Quotation For

Matt Graves
 City of Glenpool
 140 W 141st St
 Glenpool, OK 74033-3555
 Phone: +1 (918) 322-5442

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Incode Public Safety Suite						
Case Management	\$7,700	24	\$2,400	\$0	\$10,100	\$1,925
Personnel (Training, Evaluation, Certification)	\$3,300	24	\$2,400	\$0	\$5,700	\$825
Messaging/Message Board	\$0	2	\$200	\$0	\$200	\$0
Alarm Tracking/Permitting	\$1,100	4	\$400	\$0	\$1,500	\$275
Sex Offender Registration	\$1,375	4	\$400	\$0	\$1,775	\$344
Pet Registration	\$0	1	\$100	\$0	\$100	\$0
One Search	\$0	4	\$400	\$0	\$400	\$0
<i>Sub-Total:</i>	\$13,475		\$6,300	\$0	\$19,775	\$3,369
TOTAL:	\$13,475	63	\$6,300	\$0	\$19,775	\$3,369

Tyler Software and Related Services - Annual

Description	One Time Fees			
	Impl. Hours	Impl. Cost	Data Conversion	Annual Fee
Incode Public Safety Suite				
Reporting Tool w/ forms - 3 years included	0	\$0	\$0	\$10,500
CAD Web View	0	\$0	\$0	\$2,500
<i>Sub-Total:</i>		\$0	\$0	\$13,000
TOTAL:	0	\$0	\$0	\$13,000

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Reporting Tool w/ forms	16	\$0	\$0	\$0
TOTAL:			\$0	\$0

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenance Discount	Total Maintenance
CBL-DC-388A1-01 / Zebra EVM, Power Supply	1	\$9	\$0	\$9	\$0	\$0	\$0

2018-55379-4 -RMS additions

CONFIDENTIAL

1 of 3

BTRY-TC7X-46MAH / Zebra EVM, TC7X Battery	1	\$57	\$0	\$57	\$0	\$0	\$0
PWR-BGA12V50W0WW / Zebra EVM, TC7X, Power Supply for Battery Charger	1	\$34	\$0	\$34	\$0	\$0	\$0
Z1AE-TC70XX-5C00 / Zebra EVM, Warranty, TC70, 5 year	1	\$505	\$0	\$505	\$0	\$0	\$0
TC700K-0MB22B0-US / Zebra EVM, TC70X, w/GMS	1	\$1,163	\$0	\$1,163	\$0	\$0	\$0
23844-00-00R / Zebra EVM, US AC Line Cord, grounded	1	\$10	\$0	\$10	\$0	\$0	\$0
CRD-TC7X-SE2EPP-01 / Zebra EVM, Acc-HH, TC7X, 2 Bay Ethernet Cradle	1	\$209	\$0	\$209	\$0	\$0	\$0
TOTAL:				\$1,987			\$0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$13,475	\$3,369
Total Tyler Annual	\$0	\$13,000
Total Tyler Services	\$6,300	\$0
Total Third Party Hardware, Software and Services	\$1,987	\$0
Summary Total	\$21,762	\$16,369
Contract Total	\$38,131	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

-Reporting tool price includes 3 years. After 3 years, client will need a new proposal.

-Zebra Hardware is for the property room inventory.



Quoted By: Sarah Koski
 Quote Expiration: 7/31/2019
 Quote Name: City of Glenpool-Mobile CAD
 Quote Number: 2018-56016-7
 Quote Description: 25 iPad Mobile CAD

Sales Quotation For

City of Glenpool
 140 W 141st St
 Glenpool , OK 74033-3555
 Phone: +1 (918) 322-5442

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Incode Public Safety Suite						
Mobile RMS Client	\$0	4	\$400	\$0	\$400	\$0
iPad Mobile Client (25)	\$48,125	24	\$2,400	\$0	\$50,525	\$12,031
<i>Sub-Total:</i>	\$48,125		\$2,800	\$0	\$50,925	\$12,031
TOTAL:	\$48,125	28	\$2,800	\$0	\$50,925	\$12,031

Tyler Software and Related Services - Annual

Description	One Time Fees			
	Impl. Hours	Impl. Cost	Data Conversion	Annual Fee
Incode Public Safety Suite				
iPad Mobile Device Management Software (Min 5) (25)	0	\$0	\$0	\$900
<i>Sub-Total:</i>		\$0	\$0	\$900
TOTAL:	0	\$0	\$0	\$900

Other Services

Description				Quantity	Unit Price	Extended Price	Maintenance
3rd Party Hardware, Software and Services							
Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenance Discount	Total Maintenance
Microsoft Windows Server 2019 - Remote Desktop CAL	25	\$125	\$0	\$3,125	\$0	\$0	\$0
2 Year SSL Security Certificate	1	\$200	\$0	\$200	\$0	\$0	\$0
TOTAL:				\$3,325			\$0

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$48,125	\$12,031
Total Tyler Annual	\$0	\$900
Total Tyler Services	\$2,800	\$0
Total Third Party Hardware, Software and Services	\$3,325	\$0
Summary Total	\$54,250	\$12,931

2018-56016-7 -25 iPad Mobile CAD

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Summary

One Time Fees

Recurring Fees

Contract Total (Excluding Estimated Travel)

\$67,181

Estimated Travel Expenses

\$1,370

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

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- *License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;*
- *Fees for hardware are invoiced upon delivery;*
- *Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;*
- *Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this*

Comments

quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- *Fees for services included in this sales quotation shall be invoiced as indicated below.*
 - *Implementation and other professional services fees shall be invoiced as delivered.*
 - *Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.*
 - *Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.*
 - *Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.*
 - *If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.*
- *Expenses associated with onsite services are invoiced as incurred.*

Assumptions:

Any Maintenance Fees listed above will be invoiced upon one (1) year from the effective date and annually thereafter on the anniversary of that date.

Customer Approval: _____

Date: _____

Print Name: _____

P.O.# : _____

- Travel Expenses are billed as incurred based on our current Business Travel Policy.
- Mobile Device Management Software requires purchase of license annually.



Summary for Template: In Car

[View All Templates](#)

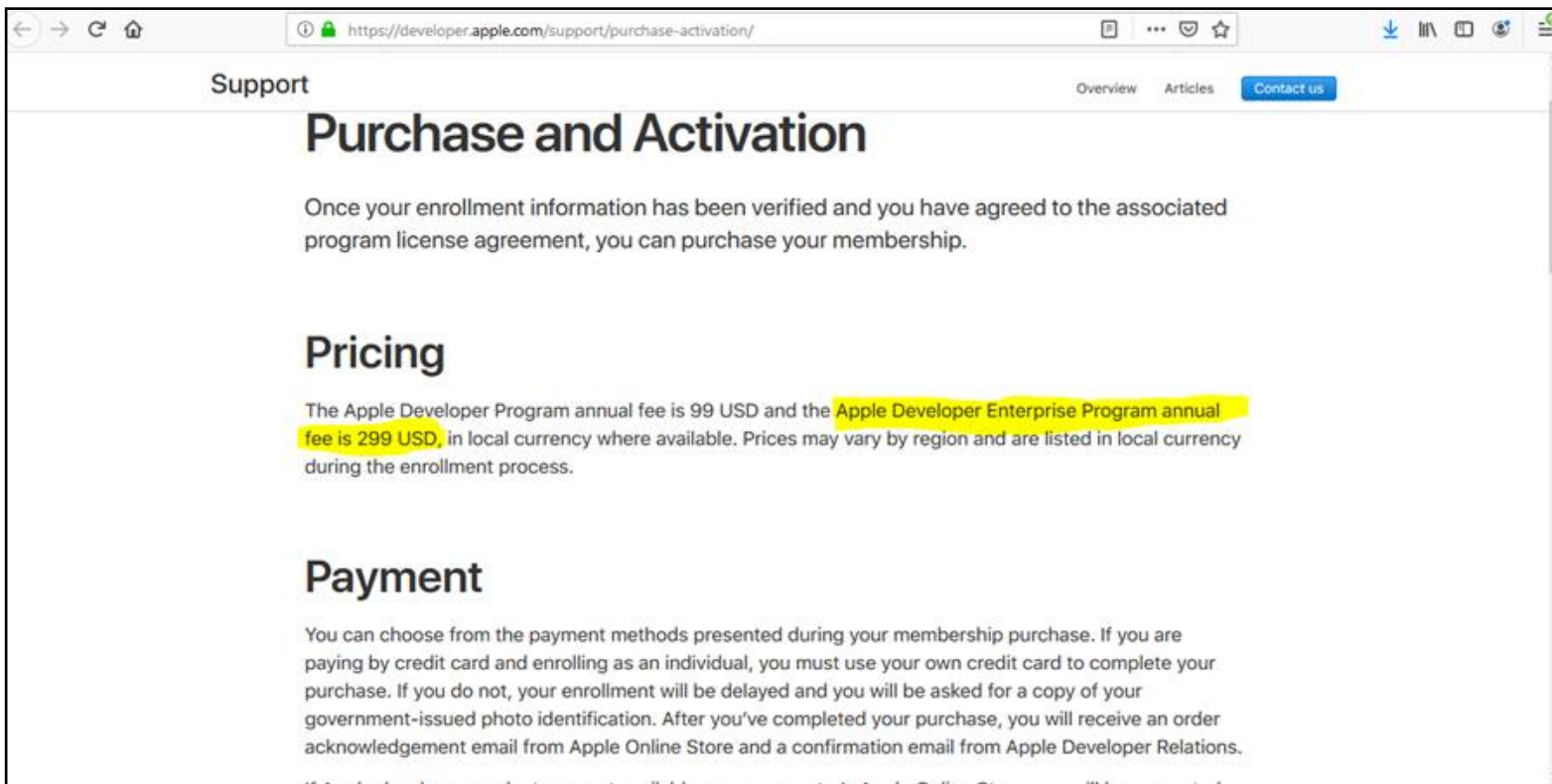
Your Template has been created

You can use this template to re-order.

Template Number 2000441343
Template Name In Car
Comments This is the hardware. Will sill need to purchase the App

Item Picture	Description	Total Quantity	Unit Price	Total Price
	12.9-inch iPad Pro Wi-Fi + Cellular 64GB - Space Gray MTHN2LL/A	27	1,099.00 USD	29,673.00 USD
	2-Year AppleCare+ for iPad Pro S6532LL/A	27	99.00 USD	2,673.00 USD

Pricing as per document creation date Subtotal 32,346.00 USD



The screenshot shows a web browser window with the URL <https://developer.apple.com/support/purchase-activation/>. The page has a header with the word "Support" on the left and navigation links "Overview", "Articles", and a "Contact us" button on the right. The main content area features three sections: "Purchase and Activation", "Pricing", and "Payment".

Support

Overview Articles [Contact us](#)

Purchase and Activation

Once your enrollment information has been verified and you have agreed to the associated program license agreement, you can purchase your membership.

Pricing

The Apple Developer Program annual fee is 99 USD and the Apple Developer Enterprise Program annual fee is 299 USD, in local currency where available. Prices may vary by region and are listed in local currency during the enrollment process.

Payment

You can choose from the payment methods presented during your membership purchase. If you are paying by credit card and enrolling as an individual, you must use your own credit card to complete your purchase. If you do not, your enrollment will be delayed and you will be asked for a copy of your government-issued photo identification. After you've completed your purchase, you will receive an order acknowledgement email from Apple Online Store and a confirmation email from Apple Developer Relations.



Mobility Summary

Mobility Overview

- 1 Total Plan
- Unlimited Data
- Jurisdiction: Oklahoma
- Contract: NPP Gov

Total Cost

Plans	\$920.00/mo
Applications	\$249.75/mo
Total Monthly Cost	\$1,169.75/mo

Mobility Details

Plans (1)

Unlimited – Primary

Included

- Unlimited data
- AT&T Dynamic Traffic Management or First Priority™

Access Charges

25 × Data Only Device with Tethering at \$36.80 each	\$920.00/mo
--	-------------

Monthly Plan Cost	\$920.00/mo
--------------------------	--------------------

Applications (1)

AccessMyLAN

25 × AccessMyLAN license at \$9.99 each

\$249.75/mo

Total Monthly Application Cost

\$249.75/mo

This information is provided to you for informational purposes only. The terms of the identified plans can be found in the applicable brochures at the links below. AT&T may revise these terms at any time. In the event of a conflict between this information and the applicable business agreement, the applicable business agreement will control. AT&T disclaims all warranties including, but not limited to, implied warranties of merchantability or fitness for a particular purpose. In no event shall AT&T be liable for any damages relating to the use or results of the calculator. The quoted rates are estimates of the monthly charges for the identified plans only and are based on the information provided by you. These rates do not include additional devices, features or services. Quoted rates supersede those in the applicable brochures, which are standard published rates, and not the discounted rates quoted herein, based on national, state or local contracts. Rates are subject to change and do not include taxes, fees, overage charges or surcharges. Activation fees, additional deposits and other restrictions may apply.

FirstNet Rate Plans - Agency Paid - Pooled & Unlimited

Primary Users	https://www.firstnet.com/firstnetprimary
Primary Users (State/Local Gov)	https://www.firstnet.com/firstnetgovprimary
Extended Primary Users	https://www.firstnet.com/firstnetextended
Extended Primary Users (State/Local Gov)	https://www.firstnet.com/firstnetgovextended

FirstNet Rate Plans - Subscriber Paid

Subscriber Paid Users	https://www.firstnet.com/firstnetresponder
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FirstNet Machine-to-Machine Rate Plans

Primary Users	https://www.firstnet.com/firstnetprimarym2m
Primary Users (State/Local Gov)	https://www.firstnet.com/firstnetgovprimarym2m
Extended Primary Users	https://www.firstnet.com/firstnetextendedm2m
Extended Primary Users (State/Local Gov)	https://www.firstnet.com/firstnetgovextendedm2m

FirstNet Enhanced Push-to-Talk Rate Plans

Primary Users	https://www.firstnet.com/epttonlyprimary
Primary Users (NASPO)	https://www.firstnet.com/epttonlyprimarynaspo
Primary Users (NPPGov)	https://www.firstnet.com/epttonlyprimarynppgov

Extended Primary Users	https://www.firstnet.com/epttonlyextprimary
Extended Primary Users (NASPO)	https://www.firstnet.com/epttonlyextprimarynaspo
Extended Primary Users (NPPGov)	https://www.firstnet.com/epttonlyextprimarynppgov

FirstNet Enhanced Push-to-Talk Bolt-Ons

Primary Users	https://www.firstnet.com/epttboltonprimary
Primary Users (NASPO)	https://www.firstnet.com/epttboltonprimarynaspo
Primary Users (NPPGov)	https://www.firstnet.com/epttboltonprimarynppgov
Extended Primary Users	https://www.firstnet.com/epttboltonextprimary
Extended Primary Users (NASPO)	https://www.firstnet.com/epttboltonextprimarynaspo
Extended Primary Users (NPPGov)	https://www.firstnet.com/epttboltonextprimarynppgov
Subscriber Paid	https://www.firstnet.com/epttboltonsubpaid

FirstNet International Roaming Packages

International Pass Packages	https://www.firstnet.com/internationalterms
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Save time next time

☐ Use this shipping address and payment method for future purchases.



Get a \$1 Digital reward by choosing FREE No-Rush shipping below.

Choose FREE No-Rush Shipping and receive a \$1 reward towards your next purchase or rental of select Prime Video content, digital music, eBooks, or apps when this order ships.

Guaranteed delivery date: June 27, 2019 If you order in the next 6 hours and 36 minutes ([Details](#))

Items shipped from Amazon.com



**ZAGG Slimbook Go - Ultrathin Case,
Hinged with Detachable Bluetooth
Keyboard - Made for 2019 Apple iPad Pro
12.9" - Black**

\$129.95 ✓prime

27

Sold by: Amazon.com Services, Inc

In Stock.



Add a gift receipt

and see other gift options

Choose your Prime delivery option:

☒ **Thursday, June 27**

FREE Prime Delivery

☐ **Thursday, June 27**

FREE Amazon Day Delivery

Delivery on your preferred day of the week.

[Choose your Amazon Day](#)

☐ **Tuesday, July 2 - Wednesday, July 3**

FREE No-Rush Shipping

Get a \$1 reward for select digital items. [Details](#)

Place your order

Order total: \$3,858.30

By placing your order, you agree to Amazon.com's [privacy notice](#) and [conditions of use](#).



Light em Up Emergency Equipment
203 S Maple
Beggs, OK 74421
Mobile Phone: (918) 381-3728
lightemupemergency@gmail.com

Estimate

Estimate Number: E180904368
Estimate Date: 05/20/2019
Payment Terms: Payment 30
days after
invoice date
Estimate Creation 09/04/2018
Date: 21:03
Estimate Amount: 9,825.00
Created By: Rick Mitchell

Bill To
Glenpool Police Dept

Ship To
Glenpool Police Dept

Item #	Item Name	Quantity	Unit Price	Total
1001	Installation	25.00	30.00	750.00
1603	lpad Mount lpad mount	25.00	185.00	4,625.00
1568	SW142 Jotto 425-5677 Extender	25.00	25.00	625.00
1567	SW141 Jotto 425-5542 Base And Arm	25.00	153.00	3,825.00

Comments:
Completed at your facility

Subtotal: \$ 9,825.00
Estimate Amount \$ 9,825.00



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: CITY OF GLENPOOL STREET REPAIR PROGRAM - 2019 PROJECTS

DATE: JULY 1, 2019

Background:

This is a request for consideration and action regarding the current City of Glenpool Street Repair Program - 2019 Projects regarding street surfacing and base removal & replacement, surface milling, asphalt overlaying, and other related improvement projects at various locations within the City. The Community Development Department has developed and maintains a master list of problem areas and situations within our public street system that require varying degrees of repair and/or replacement that are greater in scope than the City is able to accomplish with current staffing and equipment. This master list identifies and prioritizes areas to be addressed as funding becomes available. These projects generally consist of miscellaneous street repair, replacement, and asphalt overlay projects dispersed around the City. To address the current priority list of projects, bid documents were prepared, advertised, bids taken, and publicly read on June 7th covering twenty (20) individual projects referred to as the 2019 Projects. The attached project descriptions, maps, and site photographs identify and illustrate the twenty (20) locations chosen as the 2019 projects. The attached Bid Tabulation identifies the General Contractors that obtained bid documents, attended a May 31st pre-bid meeting, and those that submitted bids for the Work. As you will note, Dunham's Asphalt Services, Inc. is the low Bidder for the twenty listed projects with a total bid of \$411,000.00 per the attached Bid Proposal. Staff has reviewed this Bid Proposal for accuracy and completeness and is satisfied this firm understands the scope of the Work in each individual project.

It should be noted that the total bid price submitted by Dunham's Asphalt Services, Inc. was reduced in scope and total cost by not including seven (7) of the overall twenty projects contained in the overall bid package. The omitted projects were: 4, 6, 7, 8, 18, 19, & 20. This project reduction was proposed in order to stay within the remaining 2018/2019 FY Budget allocation for Street Repairs.

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

As of the presentation to the City Council on June 17th, \$280,000.00 was available for this type of street repair work within Item 01-6-14-6274 (Street Repairs) contained in the Streets and Parks Department annual budget. The remaining projects specified in the overall bid were held under the current Bid and associated Bid Bond until after the start of the 2019/2020 fiscal year on July 1st. At that time, additional funding from the adopted 2019/2020 FY is available to complete the balance of the seven omitted bid items under a second Construction Contract Agreement with Dunham's Asphalt Services, Inc. The remaining projects specified above are contained in this request for Council review and approval and the corresponding request for a second Construction Contract Agreement covering the balance of the work. If so approved, street repair funds from the new annual budget will be used to cover the cost for the balance of the repair projects in a total amount of \$131,000.00. The intent is to contract for and accomplish all twenty individual projects as one overall effort during the month of July and August.

Staff Recommendation:

The Staff recommends Council approval of the Contract Bid Package from Dunham's Asphalt Services, Inc. containing the seven specified projects omitted from the previous request approved at the June 17th Council meeting and to authorize the City to enter into a second Construction Contract Agreement covering the completion of the seven specified projects for a total amount not to exceed \$131,000.00. Said work to be funded from the FY 2019/2020 Annual Budget under Budget Item No. 01-6-14-6274. Staff also requests the Council give authorization to the City Manager to execute said agreement on behalf of the City.

Attachments:

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



Bid Tabulation

Street Repair Program: 2019 Projects

Bid Date: June 7, 2019

Contractors Requesting and Receiving Bid Packages:

- A. A & A Asphalt Company, Inc.
- B. Cherokee Pride Construction , Inc.
- C. Dunham Asphalt Services, Inc.
- D. Grade Line Construction, Inc.

Contractors Attending Pre-Bid Meeting:

May 31, 2019

- A. A & A Asphalt Company Inc..

Contractors Submitting Bids June 7, 2019:

Total Bid:

A. A & A Asphalt, Company, Inc..	\$436,700.00
B. Dunham's Asphalt Services Inc.*	\$411,000.00*
C. Cherokee Pride Constriction, Inc.	\$513,030.00

*Selected low Bidder and Total Bid

City of Glenpool

Paving Repair Program – 2019 Projects

Date: May 15, 2019

<u>Project No.</u>	<u>Location and Description</u>
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1.	Glen Pines Addition: Paving Removal, Repair, and Replacement - Including Storm Sewer Repair Located on West 140th Place West of the Intersection with Peabody Street.
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- Mill approximately 3,216 sf. of existing asphaltic surfacing, 2” in depth, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site – the Project Area.
- Remove millings from the Project Area to an offsite location specified by the City Engineer.
- Remove 360 sf of failed paving base and subgrade from curb to curb to a depth suitable for inspecting, repairing, and resealing the existing storm sewer piping and curb inlet connections located on both sides of street as marked in the field.
- Extend the concrete end and sidewalls of the existing curb inlet using cast-in-place Class “A” Portland Cement Concrete having a compressive strength of 3500 psi a horizontal and vertical distance necessary to fully support the existing cast iron inlet grates and frames.
- Re-set the existing cast iron inlet grates and frames on both existing and newly constructed concrete curb inlet walls.
- Adjust replaced inlet grates and frames to match adjacent existing street paving surface grade.
- Place ¾” diameter Class “A” crushed limestone aggregate in the excavated area around the newly placed and existing curb inlet walls level with the existing paving base - compacted to 95% of Standard Density.
- Remove all resulting debris from the site and dispose of in an approved manner.
- Replace removed subgrade with ¾” Class “A” aggregate subgrade material compacted to 95% of Standard Density to a level 6” below existing paving surface grade.
- Place 4” of Type “A” asphaltic concrete base material in all subgrade repair sections within the Project Area.
- Compact placed asphaltic base material to 95% of Standard Density.
- Sweep and clean the milled surfacing and repaired paving subgrade and paving base areas as necessary to remove all loose material.
- Seal all existing sub-surface cracking in the milled area with an ODOT approved bituminous crack sealing compound within the Project Area.

- Apply an ODOT approved bituminous tack coat to all milled and repaired subgrade surfaces within the Project Area.
- Place 2" of Type "B" asphaltic concrete wearing surface continuous from face of gutter to face of gutter within the Project Area.
- Compact placed asphaltic wearing surface to 95% of Standard Density.
- Match final finished surface grade within the Project Area with existing paving and gutter grade at all perimeter points connecting with, and transitioning to, undisturbed existing paving surface.

Lump Sum in Words: Twenty Nine thousand Dollars -
29,000 -
 Total Price: \$ 29,000 -

2. Glen Pines Addition: Paving Removal, Repair, and Replacement - Including Storm Sewer Repair Located on Peabody Street - South of the Intersection with West 139th Street.

- Mill approximately 1920 sf. of existing asphaltic surfacing, 2" in depth, the full width of street within the limits marked in orange at the site – the Project Area.
- Remove millings from the Project Area to an offsite location specified by the City Engineer.
- Remove 528 sf of failed paving base and subgrade from curb to curb to a depth suitable for inspecting, repairing, and re-sealing existing storm sewer piping and curb inlet connections located on both sides of street as marked in the field.
- Extend the concrete end and sidewalls of the existing curb inlet using cast-in-place Class "A" Portland Cement Concrete having a compressive strength of 3500 psi a horizontal and vertical distance necessary to support two additional standard cast iron inlet grates and frames.
- Re-set the existing cast iron inlet grates and frames on the existing and newly constructed concrete curb inlet walls.
- Adjust replaced inlet grates and frames to match adjacent existing street paving surface grade.
- Place ¾" diameter Class "A" crushed limestone aggregate in the excavated area around the newly placed and existing curb inlet walls level with the existing paving base - compacted to 95% of Standard Density.
- Remove all resulting debris from the site and dispose of in an approved manner.
- Replace removed subgrade with ¾" Class "A" limestone aggregate subgrade material compacted to 95% of Standard Density to a level 6" below existing paving surface grade.
- Place 4" of Type "A" asphaltic concrete base material in the subgrade repair areas within the Project Area.

- Compact placed asphaltic base material to 95% of Standard Density.
- Sweep and clean all milled surfacing and replaced paving subgrade and paving base areas as necessary to remove all loose material.
- Seal all existing sub-surface cracking in the milled areas with an ODOT approved bituminous crack sealing compound within the Project Area.
- Apply an O.D.O.T. approved bituminous tack coat to all milled and paving repair surfaces within the Project Area.
- Place 2" of Type "B" asphaltic concrete wearing surface within the Project Area.
- Compact placed asphaltic wearing surface to 95% of Standard Density.
- Match final finished surface grade within the Project Area with existing paving and gutter grade at all perimeter points connecting with, and transitioning to, undisturbed existing paving surface.

Lump Sum in Words: Twenty four thousand dollars
 Total Price: \$ 24,000.

3. Rolling Meadows Addition: Paving Surfacing Removal and Replacement Located on Yukon Avenue - North of West 149th Street Intersection - Beginning on the North Side of an Existing Concrete Drainage Flume Located on Yukon Avenue.

- Mill approximately 850 sf. of existing asphaltic surfacing, 2" in depth, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Sweep and clean all milled paving surfacing within the Project area as necessary to remove all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous crack sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project Area
- Place 2" of Type "B" asphaltic concrete wearing surface in the project area - compacted to 95% of Standard. Density, continuous from face of gutter to face of gutter maintaining proper positive gutter drainage through the intersection with 148th Street.

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

Lump Sum in Words: Fourteen thousand Dollars

Total Price: 14,000.⁰⁰

*** 4. Rolling Meadows Addition: Paving Surfacing Removal and Replacement on Vancouver From West 148th Place to West 148th Street.**

- Mill approximately 10,425 sf. of existing asphaltic surfacing, 2" in depth, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Sweep and clean all milled paving surfacing within the Project area as necessary to remove all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project Area
- Place 2" of Type "B" asphaltic concrete wearing surface in the project area - compacted to 95% of Standard Density continuous from face of gutter to face of gutter - maintaining positive gutter drainage through the Project Area.
- Match final finished surface grade in the Project Area with existing paving and gutter grade at all perimeter points connecting with and transitioning to undisturbed existing paving and gutter surfacing.

Lump Sum in Words: Twenty Seven Thousand Dollars

Total Price: 27,000⁰⁰

5. Rolling Meadows Addition: Paving Removal, Repair, and Replacement on West 147th Place - Including Storm Sewer Repair Located at 428 West 147th Place.

- Mill approximately 1100 sf. of existing asphaltic surfacing, 2" in depth, the full width of street from face of gutter to face of gutter within the limits marked in orange at the site – the Project Area.

- Remove millings from the Project Area to an offsite location specified by the City Engineer.
- Remove 425 sf of failed paving base and subgrade from gutter to gutter to a depth suitable for inspecting, repairing, and re-sealing existing storm sewer piping and curb inlet connections located on both sides of the street as marked in the field.
- Extend the concrete end and sidewalls of the existing curb inlet horizontally and vertically using cast-in-place Class "A" Portland Cement Concrete having a compressive strength of 3500 psi a distance necessary to fully support the existing cast iron inlet grates and frames.
- Re-set the existing cast iron inlet grates and frames on the existing and newly constructed concrete inlet walls.
- Adjust inlet grates and frames to match adjacent existing street paving surface grade.
- Place ¾" diameter Class "A" crushed limestone aggregate in the excavated area around the newly placed and existing concrete inlet walls level with the existing paving base - compacted to 95% of Standard Density.
- Remove all resulting debris from the site and dispose of in an approved manner.
- Replace removed subgrade material with ¾" Class "A" aggregate compacted to 95% of Standard Density to a level 6" below existing paving surface grade.
- Sweep and clean the milled surfacing as necessary to remove all loose material.
- Seal all existing sub-surface cracking with an ODOT approved bituminous crack sealing compound within the Project Area.
- Apply an O.D.O.T. approved bituminous tack coat to all paving base surfaces within the Project Area.
- Place 6" of Type "B" asphaltic concrete overlay within the Project Area
- Compact placed asphaltic overlay to 95% of Standard Density.
- Match final finished surface grade within the Project Area with existing paving and gutter grade at all perimeter points connecting with, and transitioning to, undisturbed existing paving surface.

Lump Sum in Words: Eighteen thousand Dollars

Total Price: 18,000.00

*** 6. Taylors Pond Addition: Paving Surfacing Removal and Replacement Located at the Intersection of Courtney Lane and West 149th Place.**

- Mill approximately 2,277 sf. of existing asphaltic surfacing, 2" in depth, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site – the Project Area.

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

Lump Sum in Words: Ten thousand Dollars

Total Price: \$ 10,000

*** 7. Taylors Pond Addition: Paving Surfacing Removal and Replacement Located on Courtney Lane Between 14616 and 14700.**

- Mill approximately 2,852 sf. of existing asphaltic surfacing, 2" in depth, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Saw cut, remove, and dispose of existing asphaltic paving base and a minimum of 8" of existing sub-grade material at various locations of existing paving base failure within the Project Area.
- Compact exposed paving subgrade in the excavated areas to within 95% of standard density.
- Replace excavated paving subgrade material with 3/4" diameter Class "A" crushed limestone aggregate material level with the existing paving base grade.
- Compact placed aggregate to within 95% of standard density.
- Place a minimum of 4" of Type 'A' asphaltic concrete compacted to within 95% of Standard Density.
- Sweep and clean all milled paving surfacing within the Project area as necessary to remove all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.

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

Lump Sum in Words: Twenty two thousand Dollars

Total Price: \$ 22,000.-

*** 8. Taylors Pond Addition: Paving Surfacing Removal and Replacement Located at the West 145th Place and South 26 West Avenue Intersection - on the North Side of the Center Island.**

- Mill approximately 444 sf. of existing asphaltic surfacing, 2" in depth, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Sweep and clean all milled paving surfacing within the Project area as necessary to remove all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project Area
- Place 2" of Type "B" asphaltic concrete wearing surface in the project area compacted to 95% of Standard Density, continuous from face of gutter to face of gutter - maintaining proper gutter drainage through the Project Area.
- Match final finished surface grade in the Project Area with existing paving and gutter grade at all perimeter points connecting with and transitioning to undisturbed existing paving and gutter surfacing.

Lump Sum in Words: Ten thousand Dollars

Total Price: \$ 10,000.-

9. ✓ Brentwood II Addition: Paving Surfacing Removal and Replacement Located at the Intersection of Fern Street and East 135th Place.

- Mill approximately 2,522 sf. of existing asphaltic surfacing, 2" in depth, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Sweep and clean all milled paving surfacing within the Project area as necessary to remove all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project Area
- Place 2" of Type "B" asphaltic concrete wearing surface in the project area compacted to 95% of Standard Density, continuous from face of gutter to face of gutter - maintaining proper gutter drainage through the Project Area.
- Match final finished surface grade in the Project Area with existing paving and gutter grade at all perimeter points connecting with and transitioning to undisturbed existing paving and gutter surfacing.

Lump Sum in Words: _____

Twelve thousand Dollars -

Total Price: \$ 12,000.

10. ✓ Glenpool Original Townsite: Paving Surfacing Removal and Replacement Located on Birch Street from East 147th Street to East 148th Street.

- Mill approximately 9,396 sf. of existing asphaltic surfacing, 2" in depth, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Sweep and clean all milled paving surfacing within the Project area as necessary to remove all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project Area

- Place 2" of Type "B" asphaltic concrete wearing surface in the project area compacted to 95% of Standard Density, continuous from face of gutter to face of gutter - maintaining proper gutter drainage through the Project Area.
- Match final finished surface grade in the Project Area with existing paving and gutter grade at all perimeter points connecting with and transitioning to undisturbed existing paving and gutter surfacing.

Lump Sum in Words: Twenty, four thousand Dollars

Total Price: \$ 24,000 -

✓ **11. Kendalwood Addition: Paving Surfacing Removal and Replacement on 140th Place Between Poplar Street and Oak Place - Including Paving Base Repair at 1406 East 140th Place**

- Mill approximately 2,240 sf. of existing asphaltic surfacing, 2" in depth, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site - the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Saw cut, remove, and dispose of approximately 360 sf. of existing asphaltic paving base and a minimum of 8" of existing sub-grade material at various locations of paving base failure within the Project Area.
- Compact exposed paving subgrade in the excavated areas to within 95% of standard density.
- Re-fill excavated paving subgrade with 3/4" diameter Class "A" crushed limestone aggregate material level with the existing paving base grade.
- Compact placed aggregate to within 95% of standard density.
- Place a minimum of 4" of Type 'A' asphaltic concrete compacted to within 95% of Standard Density.
- Sweep and clean all areas of milled paving surfacing and areas of pavement base repair within the Project area as necessary to remove all loose material.
- Seal all existing cracking of the exposed paving base and areas of paving base repair within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project Area.
- Place 2" of Type "B" asphaltic concrete wearing surface in the Project Area - compacted to 95% of Standard Density, continuous from face of gutter to face of gutter - maintaining proper positive gutter drainage through the Project Area.

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

Lump Sum in Words: Seventeen thousand dollars -

Total Price: 17,000.-

✓ **12. Kendalwood Addition: Paving Surfacing Removal and Replacement on Nyssa Place from the North Side of the Intersection of East 138th Place and Nyssa Place.**

- Mill approximately 2,544 sf. of existing asphaltic surfacing, 2" in depth, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Sweep and clean all milled paving surfacing within the Project area as necessary to remove all loose material.
- Seal all existing cracking of the exposed paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project Area
- Place 2" of Type "B" asphaltic concrete wearing surface in the project area compacted to 95% of Standard Density, continuous from face of gutter to face of gutter - maintaining proper gutter drainage through the Project Area.
- Match final finished surface grade in the Project Area with existing paving and gutter grade at all perimeter points connecting with and transitioning to undisturbed existing paving and gutter surfacing.

Lump Sum in Words: Ten thousand Dollars

Total Price: \$ 10,000.-

✓ **13. Kendalwood Addition: Paving Surfacing Removal and Replacement Located at the Intersection of Nyssa Place and East 138th Street**

- Mill approximately 3,657 sf. of existing asphaltic surfacing, 2" in depth, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site – the Project Area.

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

Lump Sum in Words:

Twelve thousand dollars -

Total Price: \$ 12,000.-

✓ **14. Pecan Estates Addition: Paving Surfacing Removal and Replacement - Including Paving Base Repair at The Intersection of East 134th Place and Poplar Street.**

- Mill approximately 2,250 sf. of existing asphaltic surfacing, 2" in depth, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Saw cut, remove, and dispose of existing asphaltic paving base and a minimum of 8" of existing sub-grade material at various locations of paving base failure within the Project Area.
- Compact exposed paving subgrade in the excavated areas to within 95% of standard density.
- Re-fill excavated paving subgrade with 3/4" diameter Class "A" crushed limestone aggregate material level with the existing paving base grade.
- Compact placed aggregate to within 95% of standard density.
- Place a minimum of 4" of Type 'A' asphaltic concrete compacted to within 95% of Standard Density.
- Sweep and clean all areas of milled paving surfacing and areas of pavement base repair within the Project area as necessary to remove all loose material.

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

Lump Sum in Words: Fifteen thousand dollars

Total Price: 15,000.⁰⁰

15. Paving Surface Removal, Repair, and Replacement on West 141st Street from a Point 100' West of the West Edge of US Highway 75 South Bound Travel Lane Continuing Westerly on 141st Street a Distance of 685'.

- Mill approximately 16,500 sf. of existing asphaltic surfacing, 3" in depth within the limits marked in orange at the site – the Project Area.
- Remove and dispose of millings from the Project Area to an offsite location specified by the City Engineer.
- Saw cut, remove, and dispose of approximately 2,000 sf. of existing asphaltic paving base and a minimum of 12" of existing sub-grade material at various locations of paving base and subgrade failure within the Project Area.
- Compact exposed paving subgrade in the excavated areas to within 95% of standard density.
- Re-fill excavated paving subgrade with 3/4" diameter Class "A" crushed limestone aggregate material level with the existing paving base grade.
- Compact placed aggregate to within 95% of standard density.
- Place a minimum of 6" of Type "A" asphaltic concrete compacted to within 95% of Standard Density in the repaired areas.
- Sweep and clean all milled paving surfacing and areas of paving base repair as necessary to remove all loose material.
- Seal all existing cracking of exposed and repaired paving base material within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled, repaired, and crack sealed surfaces within the Project Area

- Place 3" of Type "B" asphaltic concrete overlay in the Project Area compacted to 95% of Standard Density.
- Match final finished surface grade in the Project Area with existing paving surface grade at all perimeter points connecting with and transitioning to undisturbed existing paving surfacing.
- Provide all required traffic control and lane re-stripping in the areas of pavement milling, removal, repair, and replacement. Lane re-stripping shall be accomplished with the use of an ODOT approved reflective thermal-plastic type stripping material.

Lump Sum in Words: Fifty thousand Dollars

Total Price: \$ 50,000

✓ **16. Eden South Addition: Paving Surfacing Removal and Replacement Located at The Intersection 178th Place and South Union Avenue.**

- Saw cut, remove, and dispose of approximately 2,500 sf. of existing concrete surfacing and a minimum of 12" of existing sub-grade material within the limits marked in orange at the site – the Project Area.
- Compact exposed paving subgrade to within 95% of standard density.
- Re-fill excavated paving base with 3/4" limestone aggregate material level with existing paving base grade.
- Compact placed base aggregate material to within 95% of Standard Density.
- Place paving grade filter fabric over the compacted aggregate base course.
- Place a minimum of 6" of 3,500 psi yield strength, Class 'A' Portland Cement Concrete within the Project Area.
- Match final finished surface grade within the Project Area with existing paving and gutter grade at all perimeter points connecting with, and transitioning to, undisturbed existing paving surfacing.

Lump Sum in Words: Thirty Seven Dollars

Total Price: \$ 37,000

✓ **17. Wolf Creek Estates: Paving Surfacing Removal and Replacement Located from 983 East 140th Street East to Elwood Avenue.**

- Mill approximately 4350 sf. of existing asphaltic surfacing, 2" in depth within the limits marked in orange at the site – the Project Area.

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

Lump Sum in Words: Eighteen thousand Dollars

Total Price: \$ 18,000

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18. Taylors Pond Addition: Curb Inlet Repair at 14501 West Courtney Lane on Both Sides of Street.

- Remove existing cast iron inlet grate and frame.
- Saw-cut, remove, and dispose of existing asphaltic paving in an area 5' around the perimeter of the existing curb inlet as marked in orange at the site – the Project Area
- Excavate and dispose of existing paving base and subgrade material in the Project Area – to an elevation 6" below the bottom of the existing curb inlet.
- Extend the concrete end and sidewalls of the existing curb inlet using cast-in-place Class "A" Portland Cement Concrete having a compressive strength of 3500 psi a both vertically and horizontally a distance necessary to fully support the existing cast iron inlet grates and frames.
- Re-set the existing cast iron inlet grates and frames on the existing and newly constructed concrete inlet walls.
- Adjust all inlet grates and frames to match adjacent existing street paving surface grade.
- Place ¾" diameter Class "A" crushed limestone aggregate in the excavated area around the newly placed and existing concrete inlet walls level with the existing paving base - compacted to 95% of Standard Density.
- Place 6" of Type "B" asphaltic concrete in the Project Area compacted to 95% of Standard Density.

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

Lump Sum in Words: Eleven thousand 2.1 hrs

Total Price: \$ 11.000⁻

*** 19. Taylors Pond Addition: Curb Inlet Repair on Jordan Court - South of West 145th Place on Both Sides of Street.**

- Remove existing cast iron inlet grate and frame.
- Saw-cut, remove, and dispose of existing asphaltic paving in an area 5' around the existing curb inlet as marked in orange at the site – the Project Area
- Excavate and dispose of existing paving base and subgrade material in the Project Area, 6" below the bottom of the existing curb inlet.
- Extend the concrete end and sidewalls of the existing curb inlet using cast-in-place Class "A" Portland Cement Concrete having a compressive strength of 3500 psi both vertically and horizontally an adequate distance to support the existing cast iron inlet grates and frames.
- Re-set the cast iron inlet grates and frames on the existing and newly constructed concrete inlet walls.
- Adjust all inlet grates and frames to match adjacent existing street paving surface grade.
- Place ¾" diameter Class "A" crushed limestone aggregate in the excavated area around the newly placed and existing inlet walls level with the existing paving base - compacted to 95% of Standard Density.
- Place 6" of Type "B" asphaltic concrete in the Project Area compacted to 95% of Standard Density.
- Match final finished surface grade in the Project Area with existing paving surface grade at all perimeter points connecting with and transitioning to undisturbed existing paving surfacing.

Lump Sum in Words: Eleven thousand 2.1 hrs

Total Price: \$ 11.000[~]

*** 20. Taylors Pond Addition: Curb Inlet Repair at 581 West 145th Place.**

- Remove existing cast iron inlet grate and frame.
- Saw-cut, remove, and dispose of existing asphaltic paving in an area 5' around the existing curb inlet as marked in orange at the site – the Project Area
- Excavate and dispose of existing paving base and subgrade material in the Project Area to an elevation 6" below the bottom of the existing curb inlet.
- Extend the concrete end and sidewalls of the existing curb inlet using cast-in-place Class "A" Portland Cement Concrete having a compressive strength of 3500 psi horizontally an adequate distance necessary to support three additional standard cast iron inlet grates, frames, and hoods.
- Provide and set the three additional standard cast iron inlet grates and frames on the existing and newly constructed concrete inlet walls.
- Adjust all inlet grates and frames to match adjacent existing street paving surface and gutter grades to ensure positive drainage flow.
- Place ¾" diameter Class "A" crushed limestone aggregate in the excavated area around the newly placed and existing concrete inlet walls level with the existing paving base - compacted to 95% of Standard Density.
- Place 6" of Type "B" asphaltic concrete in the Project Area compacted to 95% of Standard Density.
- Match final finished surface grade in the Project Area with existing paving surface grade at all perimeter points connecting with and transitioning to undisturbed existing paving surfacing.

Lump Sum in Words: Four thousand dollars

Total Price: \$ 40,000-

BID PROPOSAL

Proposal of Dunham's Asphalt Services Inc (hereinafter called "BIDDER"), organized and existing under the laws of the State of Oklahoma doing business as a corporation To the City of Glenpool, Oklahoma (hereinafter called "OWNER"). This date: 6-7-19

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

Total Bid Price: Paving Repair Program - 2019 Projects: (Projects No. 1 Thru No. 20)

*Total Lump Sum Bid in Words: Four hundred eleven thousand
Dollars

*Total Bid Price: 411,000-

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

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

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

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

BIDDER acknowledges receipt of the following ADDENDUM:

0



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

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

BIDDER/CONTRACTOR:

Dunham's Asphalt Services Inc
Company Name

Address & Contact Information

60213 S 103rd W Ave
Sapulpa OK 74066

Company Representative:

[Signature]
Name (Signature)

TIM Quattrocchi
Name (Print)

As: Project Manager
Title



Attest:

By: [Signature]
Signature

As: Secretary
Title



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)

City of Glenpool
12205 South Yukon
Glenpool, OK 74033

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

PROJECT:

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

Paving Repair Program - 2019 Projects

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 **6th** day of **June, 2019**

(Witness)

(Witness)

Melissa Pascarella

DUNHAM'S ASPHALT SERVICES, INC.
(Principal)

(Seal)

Employers Mutual Casualty Company

(Surety)

(Seal)

Sandra F Adler; Attorney-In-Fact



THE FACE AND REVERSE OF THIS DOCUMENT HAVE A COLORED FLAG ON WHITE PAPER

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

No. C22402

CERTIFICATE OF AUTHORITY 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
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:
JOEY D DILLS, BRADLEY L MCCRORY, JOHN S WHEELER, LISA ALLEY, SAM PETTIT, DENISE BERGSCHNEIDER, TONI RICHARDSON, SANDRA FADLER, KAREN EUBANKS

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

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 a 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

6th day of FEBRUARY, 2018.

Seals



Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Todd Strother
Todd Strother
Vice President

On this 6th day of FEBRUARY AD 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Vice President, 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 Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 10, 2019.

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 FEBRUARY 6, 2018 on behalf of:
JOEY D DILLS, BRADLEY L MCCRORY, JOHN S WHEELER, LISA ALLEY, SAM PETTIT, DENISE BERGSCHNEIDER, TONI RICHARDSON, SANDRA FADLER, KAREN EUBANKS

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 6th day of June 2018.

J D Clough Vice President

7832 (12-16)

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

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

STATE OF OKLAHOMA)

) ss.

COUNTY OF TULSA)

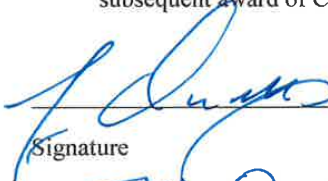
A. For the purposes of competitive bidding and the subsequent award and entry into a Contract for the provision of services, performance of work, or the purchase of materials, I, Tim Quattrocchi, being of lawful age and having been first duly sworn, on oath, hereby certify:

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

B. I Tim Quattrocchi further certify that,

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

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


Signature
Tim Quattrocchi

Printed Name



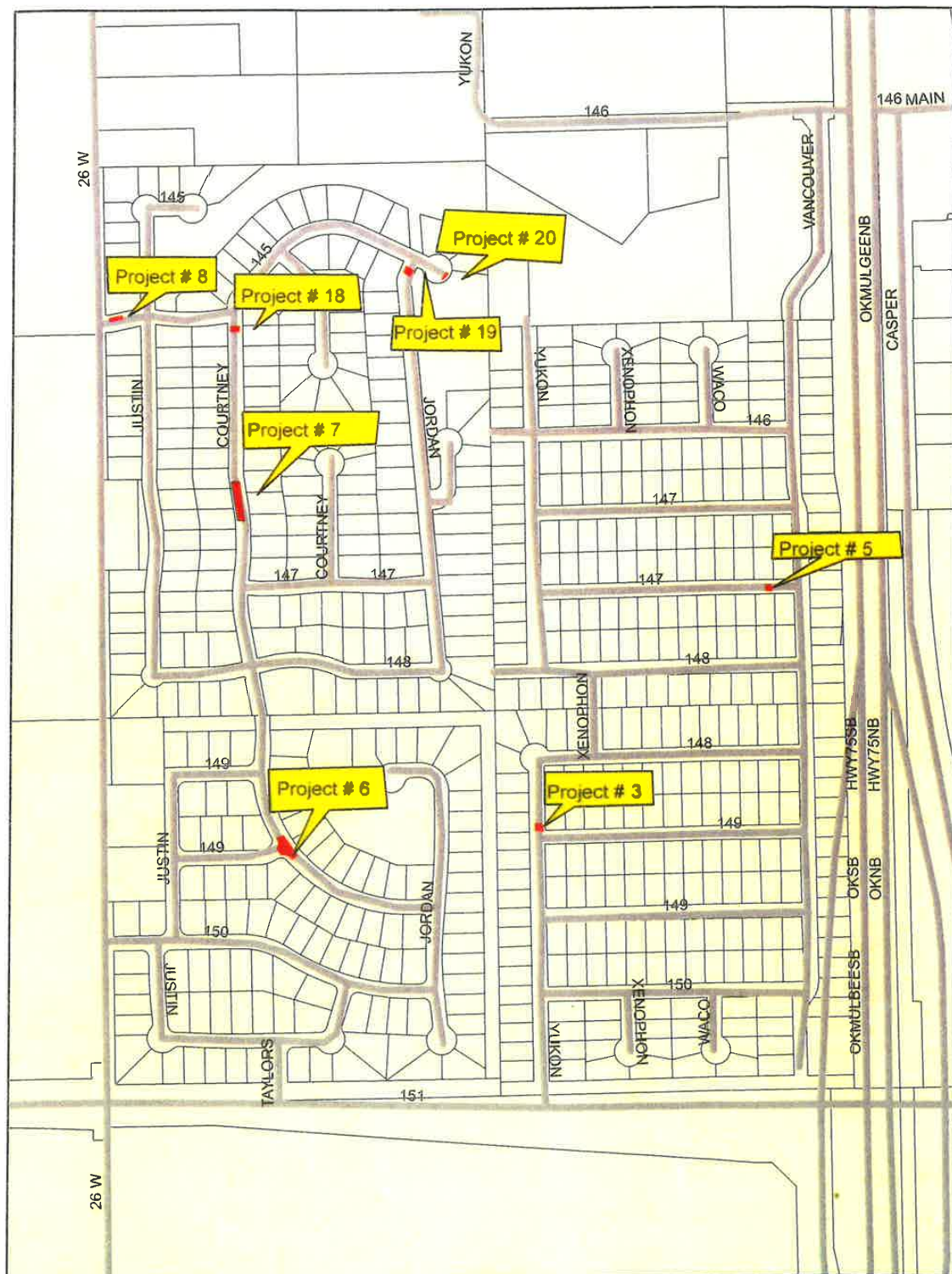
ATTEST:

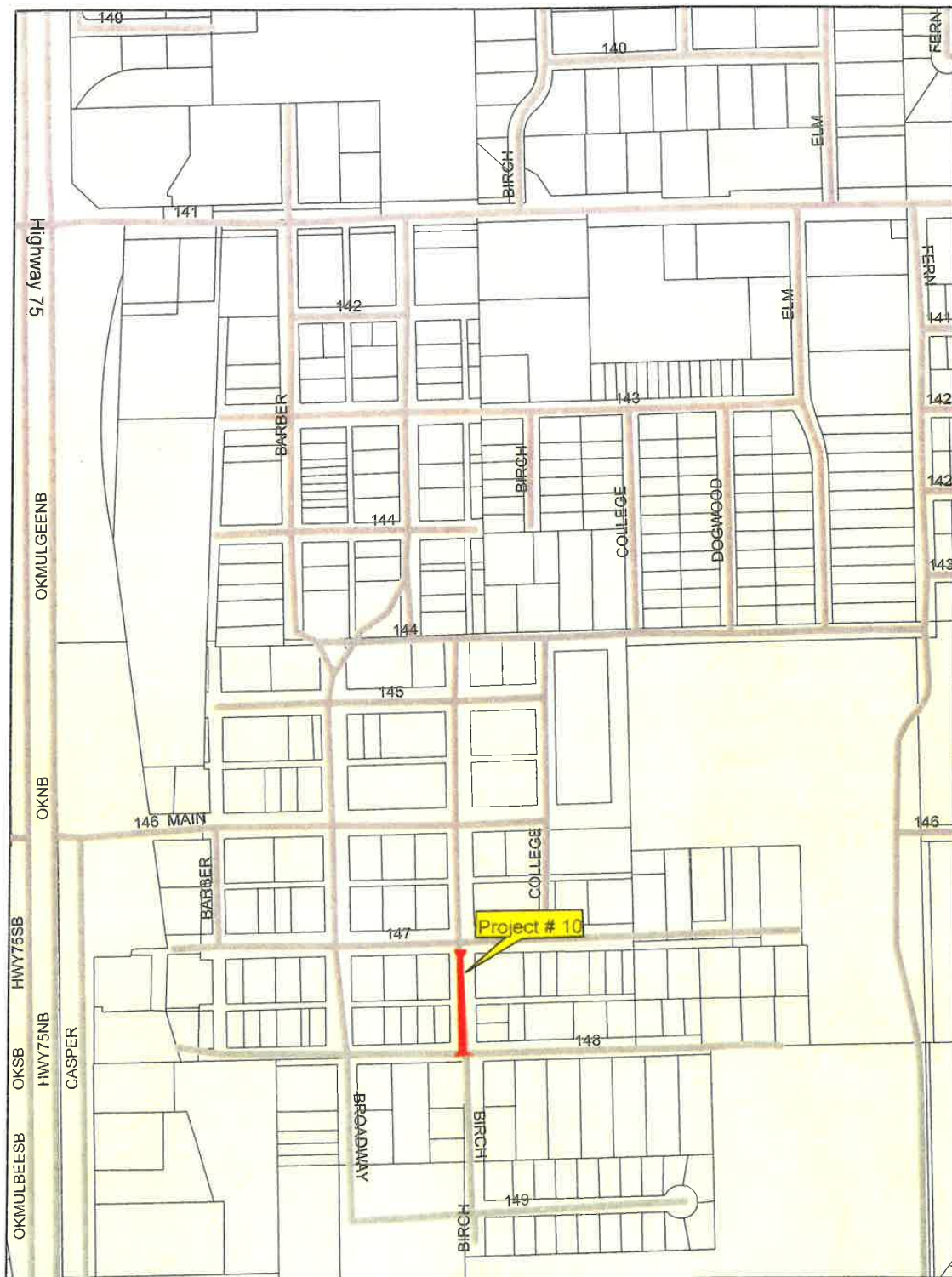
This instrument was subscribed, acknowledged, and sworn to before me this 7th day of June, 2019 by: Tim Quattrocchi, as the duly authorized agent of Dunham's Asphalt Services, Inc. company as named above.

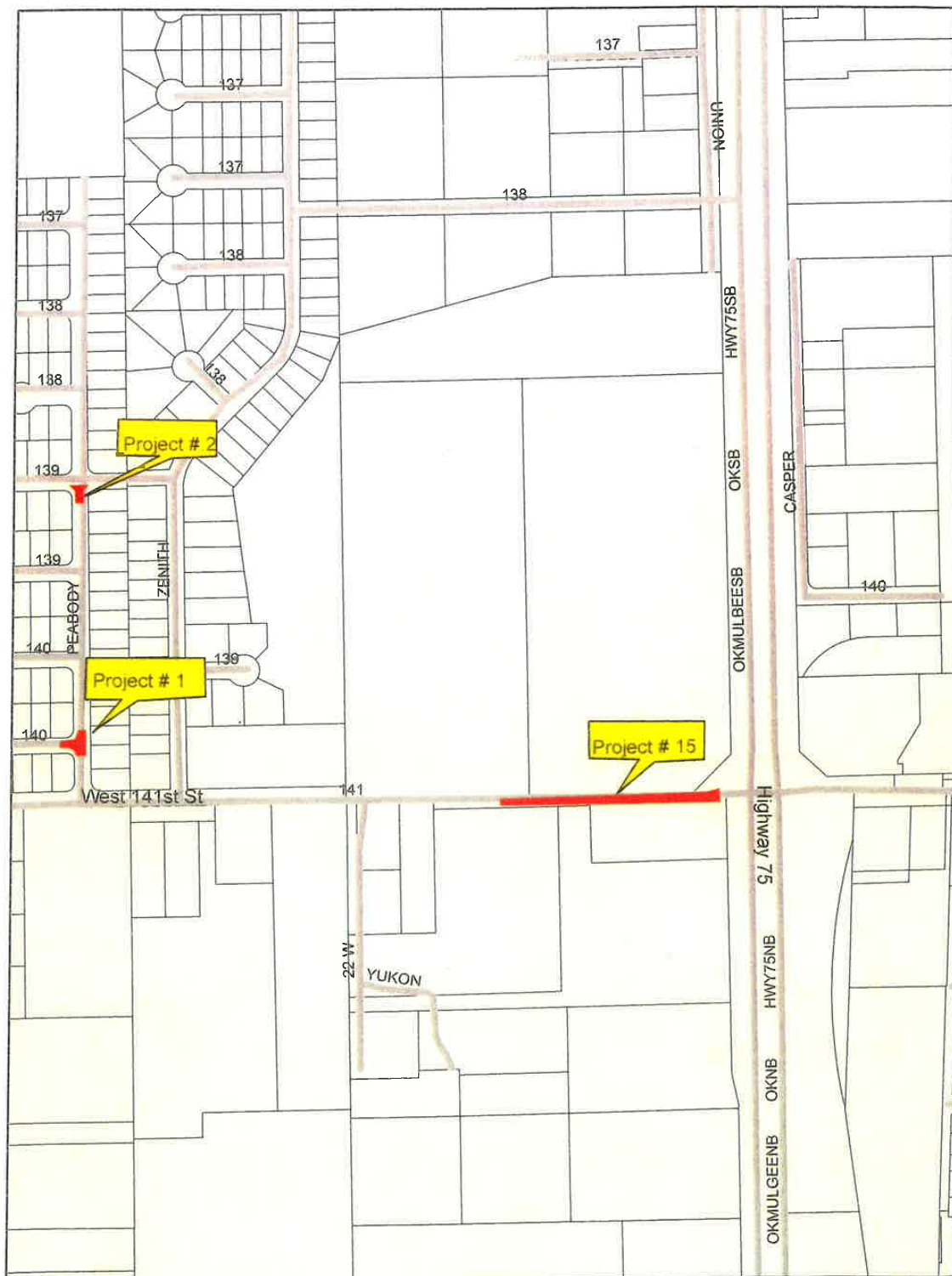

Notary Public

My Commission Expires: 1-14-21

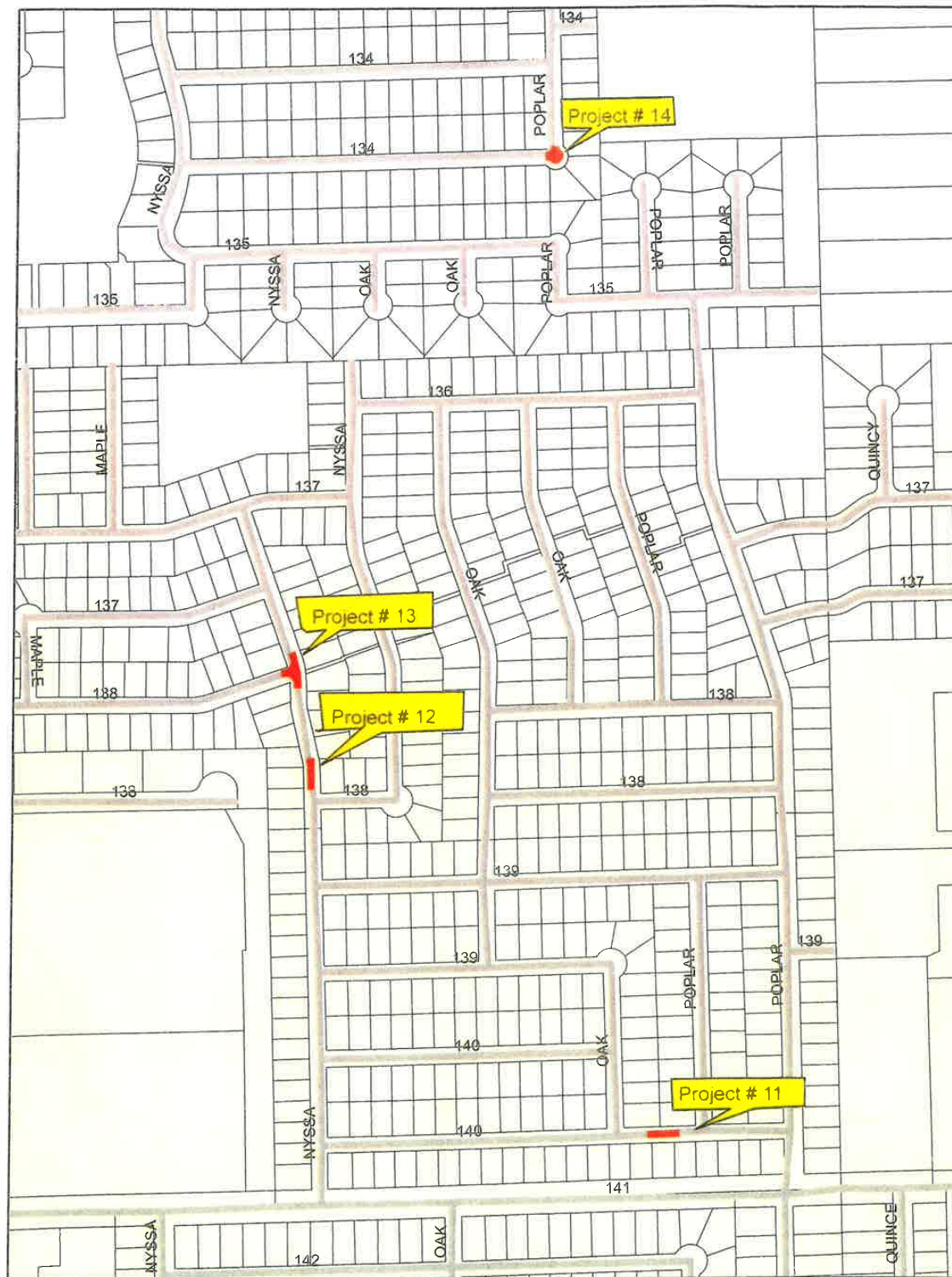


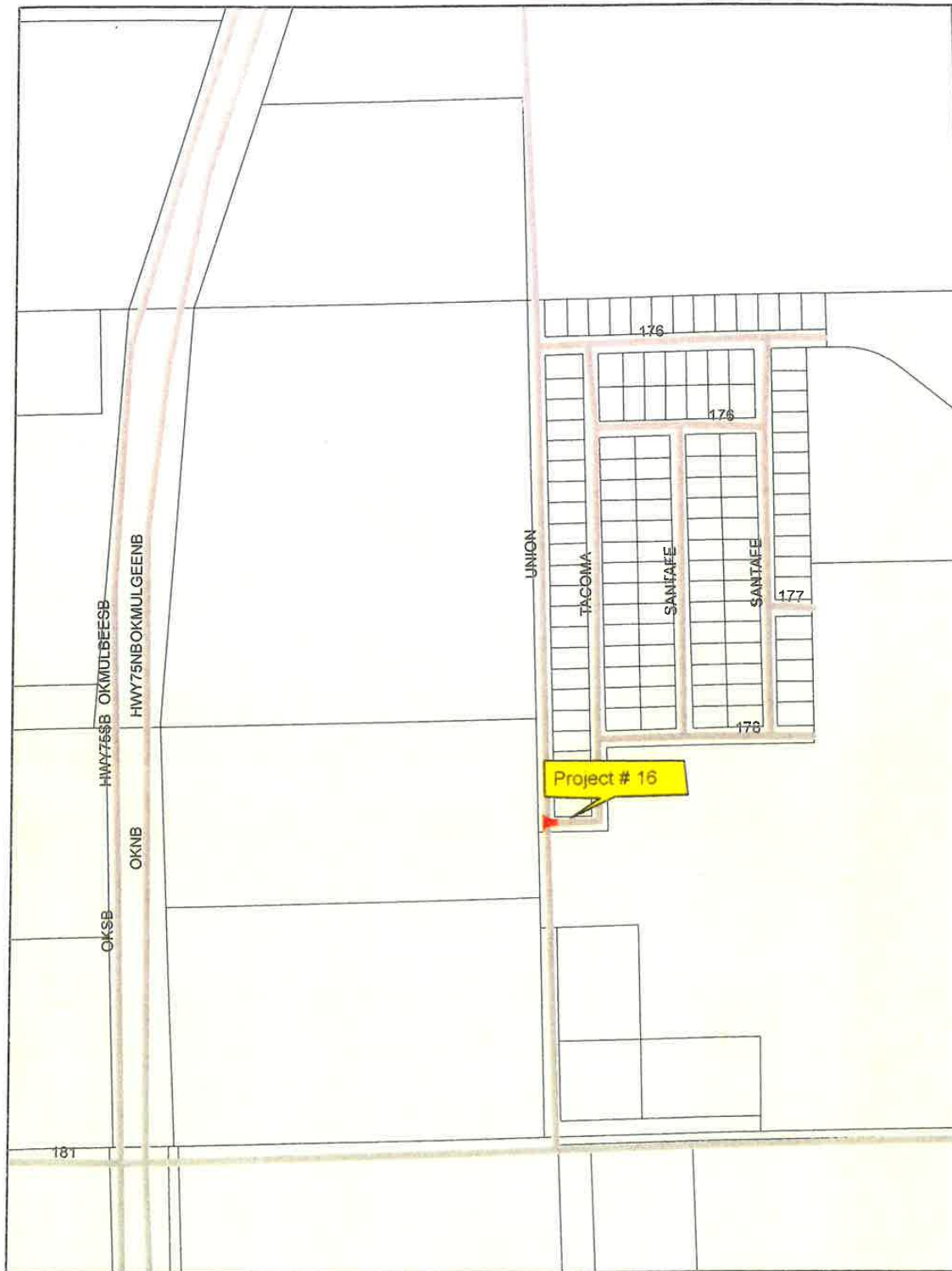


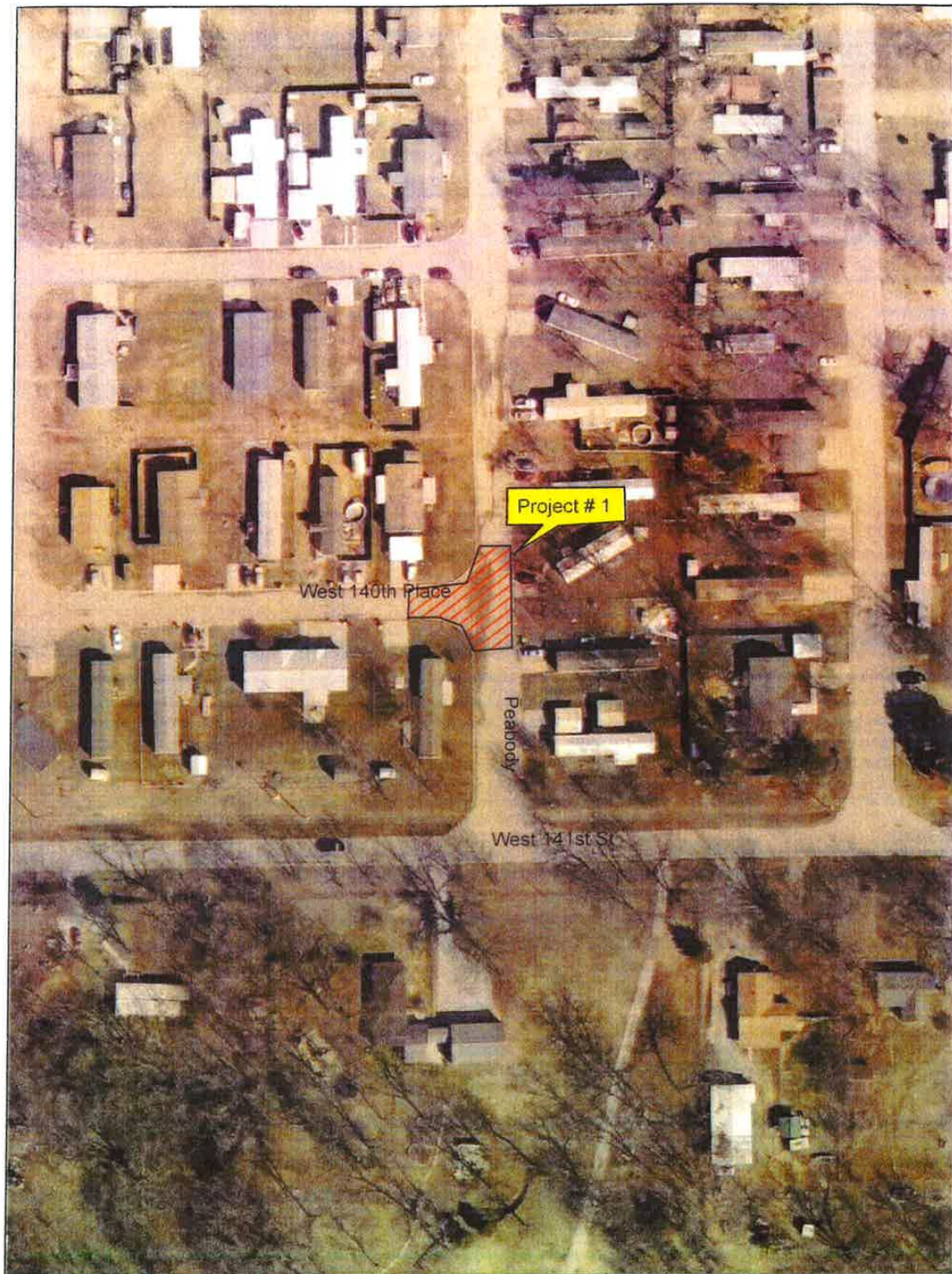






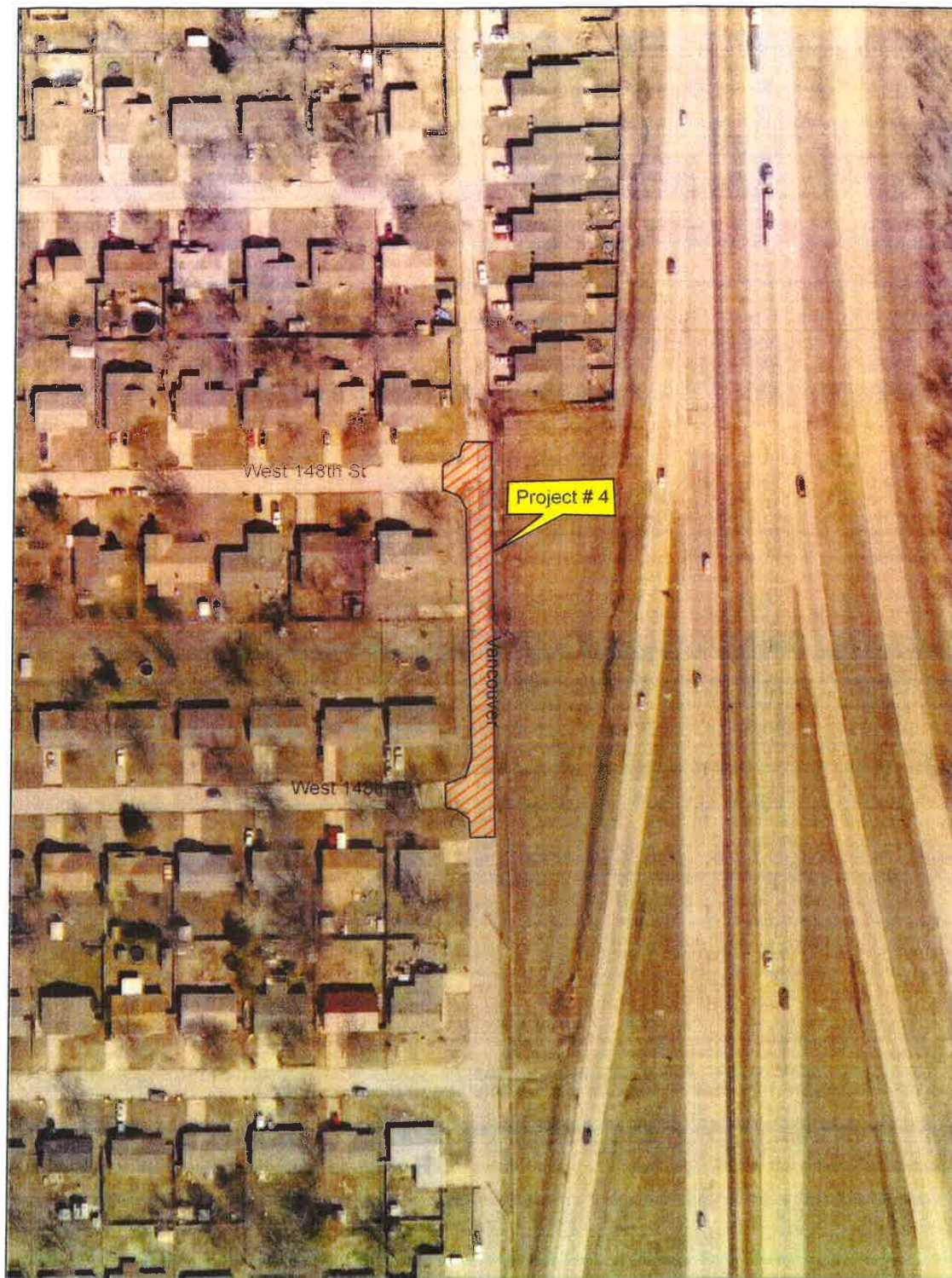










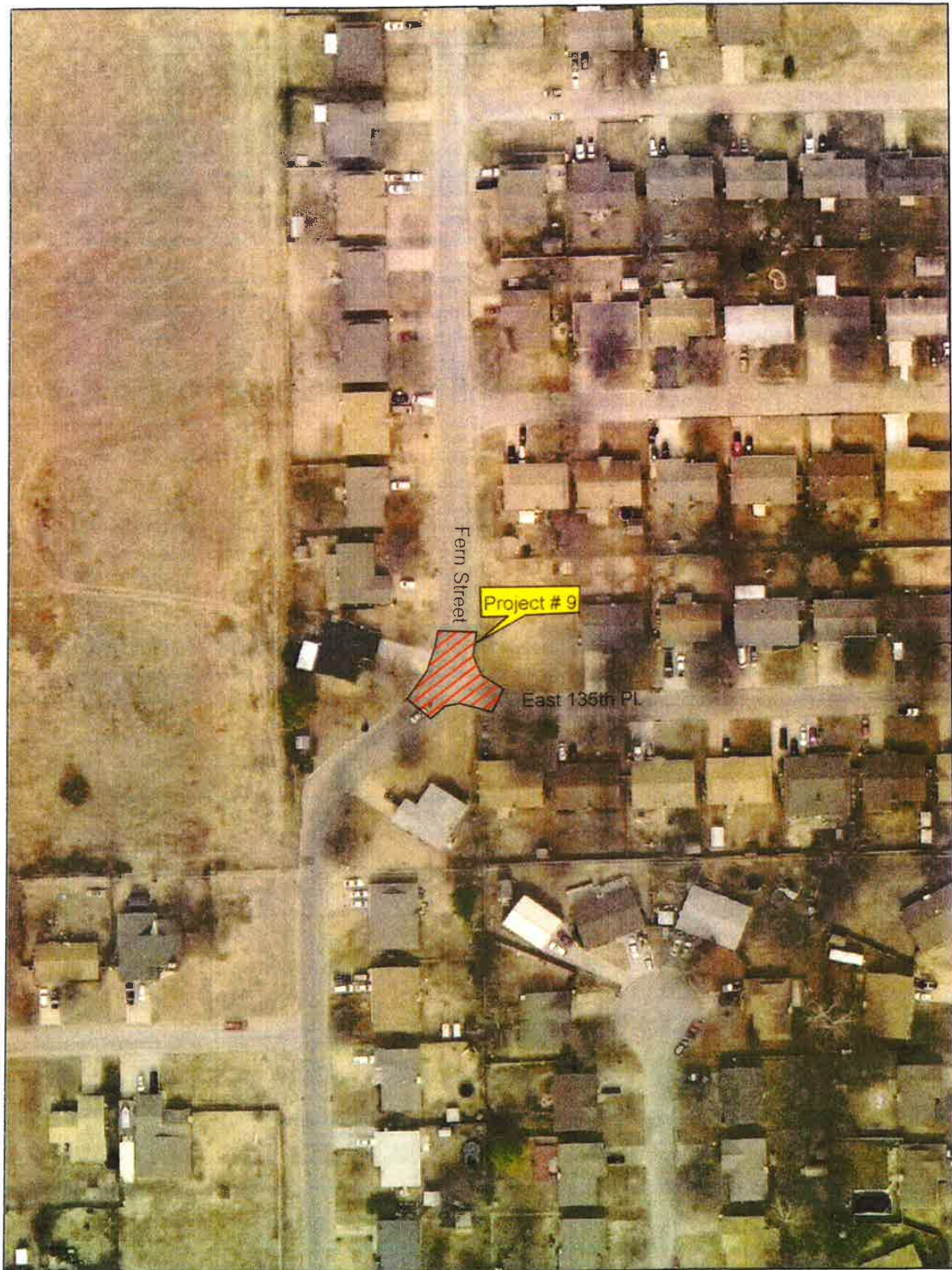


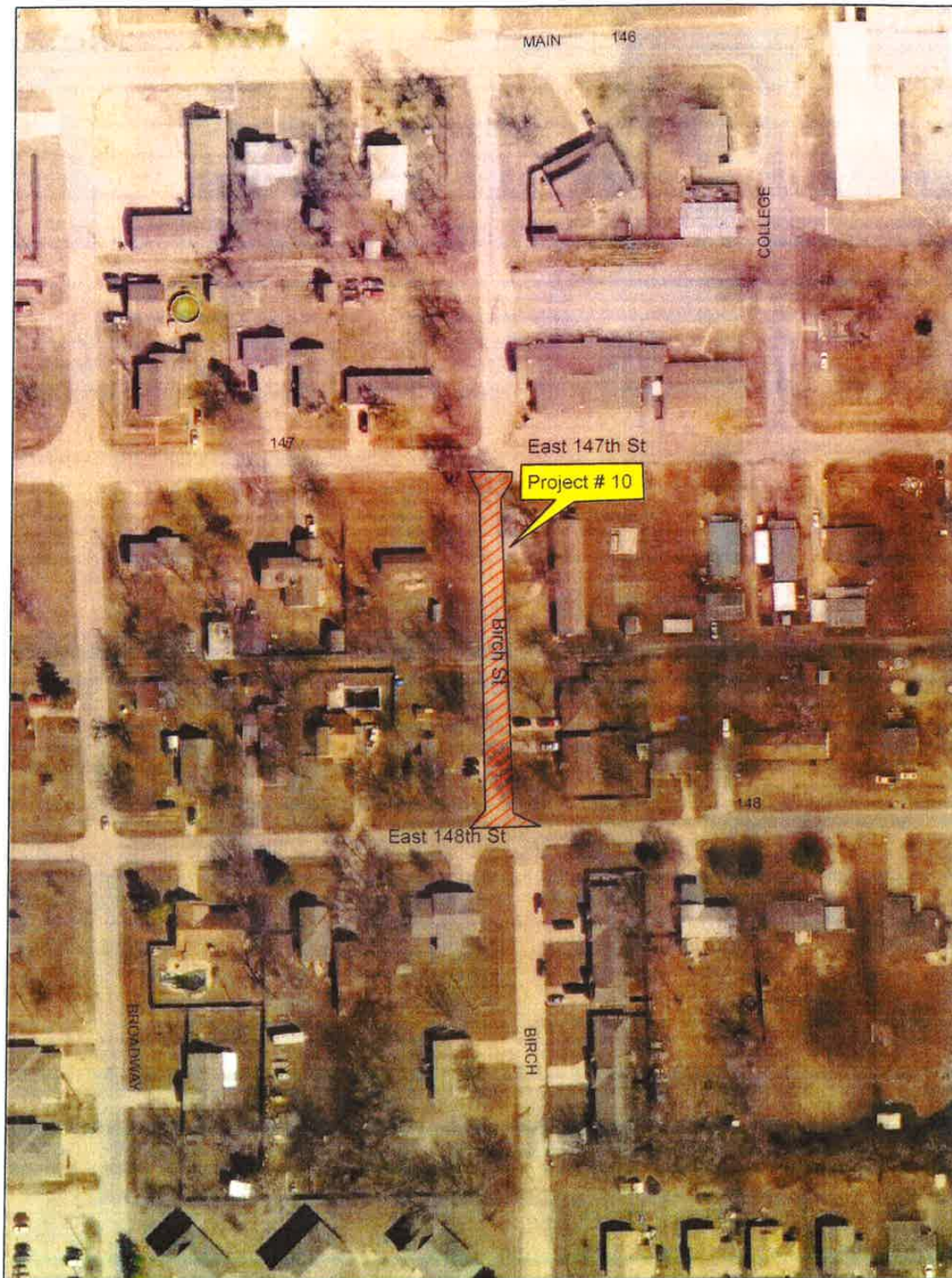














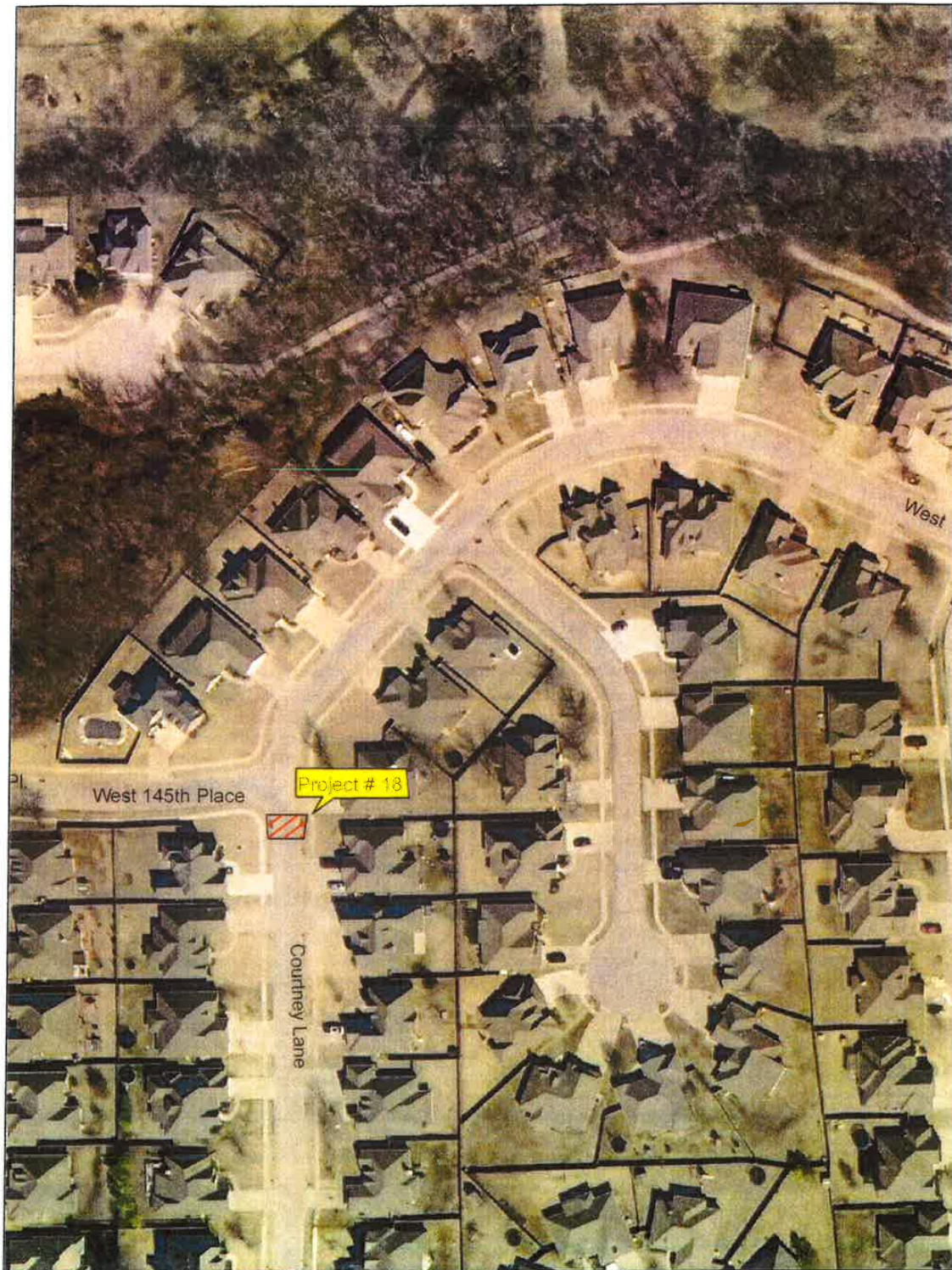
















MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

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

**RE: DRAINAGE IMPROVEMENT PROJECT
KENDALWOOD IV & PECAN ESTATES ADDITIONS**

DATE: JULY 1, 2019

BACKGROUND

This item is for Council review, approval, and action regarding the submittal of construction proposals covering proposed improvements to certain existing drainage facilities, including a stormwater detention pond, located within Kendalwood IV Addition. The attached construction quote received from Cherry Trucking and Dirt Sales, LLC and a similar quote from Dunham's Asphalt Services, Inc. cover the scope of work necessary to address certain drainage deficiencies being experienced by excessive stormwater overflows from the Kendalwood detention pond as well as from a stub street in Kendalwood that dead ends into several of the southern boundary lots in Pecan Estates. These overflow events have caused yard flooding on the effected lots in Pecan Estates several times within the last year due to an inadequate design on the existing storm sewer outfall structure and pond levee emergency overflow associated with the Kendalwood detention facility. Damage has also occurred from excessive street drainage on South Maple Place within Kendalwood that dead ends at the common boundary between the two additions as illustrated on the attached construction drawing. This drawing also illustrates the proposed method of addressing these two, but separate, drainage deficiencies. In general, the proposed reconstruction work consists of the following elements intended to address these deficiencies and therefore alleviate the yard flooding being experienced currently:

- 1.) The existing emergency overflow depression on the pond levee is to be relocated westerly to drain directly into the existing Drainage Reserve that was provided for within the Pecan Estates subdivision plat.
- 2.) The existing detention pond outfall structure is to be modified to maximize the volume of stormwater being allowed to drain from the Kendalwood detention pond into the outfall piping that drains to the drainageway in Pecan Estates. This slight modification to the outfall structure will reduce the frequency of pond overflows – yet still retain the correct volume of

stormwater necessary to be held inside the pond during storm events to prevent downstream flooding.

- 3.) The new concrete drainage channel being proposed extending from the north end of South Maple Place will direct excessive street flows easterly through a platted Common Area reserve in Kendalwood and discharge into the drainage reserve area in Pecan Estates as illustrated on the attached drawing. This intercept and redirection of the street drainage will alleviate storm water from discharging directly into the backyard areas of the adjacent lots inside Pecan Estates.

The proposed improvements involving both sources of flooding is estimated to take approximately two weeks to fully install and to restore all disturbed areas as necessary to protect the site and adjacent properties from soil erosion. Staff has reviewed the quotes from the referenced contractors and feel both firms understand the improvements being proposed and are qualified to preform the work necessary to correct these drainage issues. It is being proposed to fund the cost of these improvements from the approved FY 2019/2020 Annual Budget under item No. 01-6-14-6274

Staff Recommendation

Staff recommends approval of the construction quote from Cherry Trucking and Dirt Sales, LLC in an amount not to exceed \$23,625.00 to be funded from the FY 2019/2020 Budget Item No. 01-6-14-6274 and to authorize the City Manager to execute said agreement on behalf of the City of Glenpool.

Attachments:

- 1.) Construction Proposals
- 2.) Construction Drawings
- 3.) Site Photos

Cherry Trucking and Dirt Sales, LLC

832 Lexington Rd
Sapulpa, OK 74066

Estimate

Date	Estimate #
5/23/2019	24

Name / Address
John Starks City of Glenpool 12205 S Yukon Ave Glenpool, OK 74066

Qty	Description	Cost	Total
	This is a bid for detention Berm reconstruction in Kendal Wood IV 19 Park Area		
1	Tractor work - degrubb, and haul off vegetation on approximate 4,000 sq. feet area	1,000.00	1,000.00
45	Load(s) of pad dirt suitable for construction pond berm	125.00	5,625.00
1	Tractor work - laying down dirt, compacting, fixing areas around drains, and fence.	3,000.00	3,000.00
1	Resodding approximate 4,000 sq. feet of disturb area.	4,000.00	4,000.00
1	Cutting curbs, building flume approximate 6ft wide and 125 ft long with 6" curb on both sides, also building curb and gutter on south Maple Place.	10,000.00	10,000.00
Thank you for your business. Please like us on Facebook!		Total	\$23,625.00



Dunham's Asphalt Services, Inc.
Proposal

June 3, 2019

TO: City of Glenpool
RE: Detention Pond Rehab
See attached Drawings

Attention: Lynn

Dunham's Asphalt Services, Inc. is pleased to provide a proposal for the referenced project.
An itemized scope of work has been provided for your review.

Scope of Work: All Labor, materials and equipment to:

Scope of Work

Silt Fence
Import fill and Compact @ Detention Berm
Grade for New Concrete Channel w/ curbs
saw cut and remove curb
Grade for New concrete channel
New concrete channel w. 6" curbs both sides

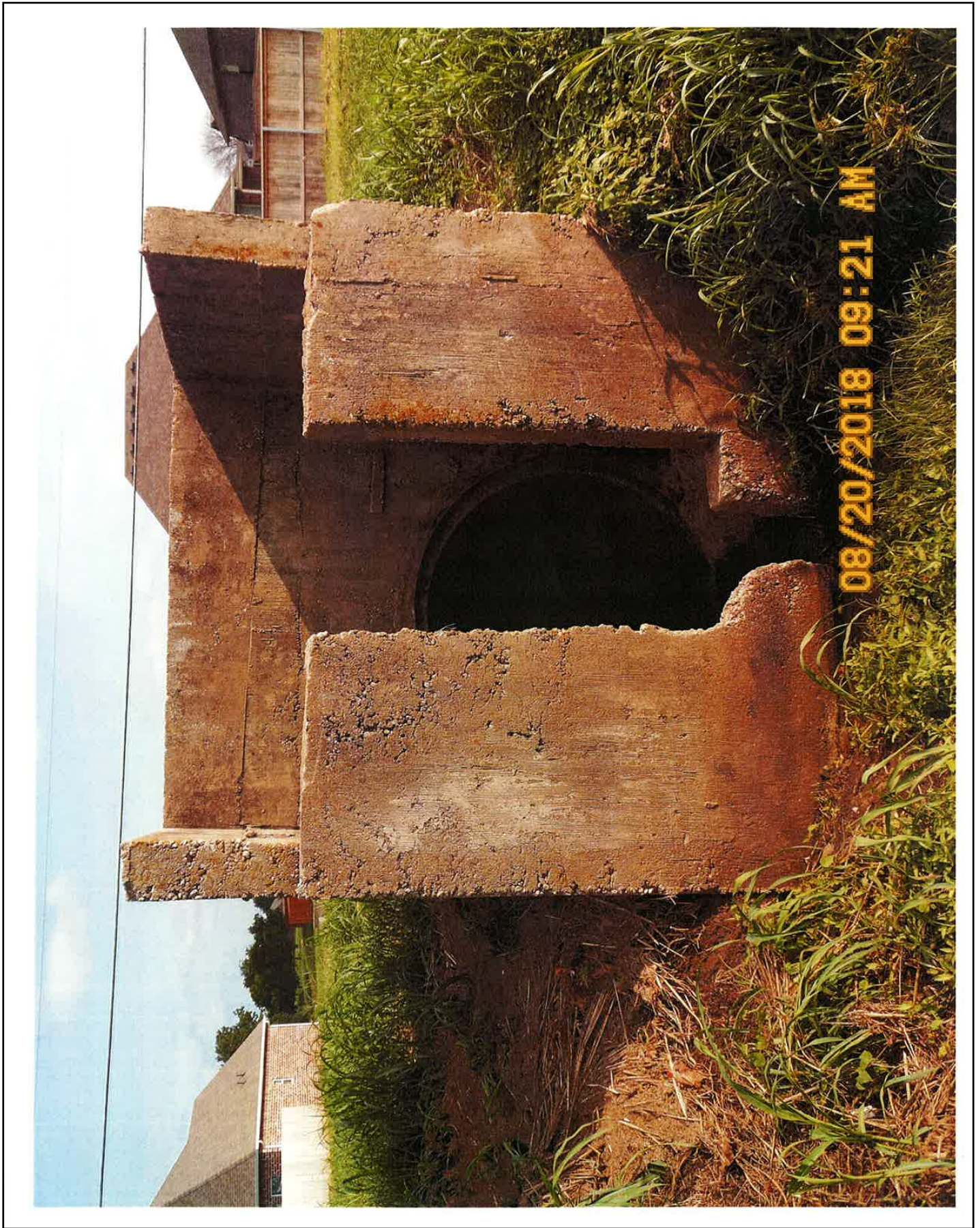
Total Bid	\$ 24,499.00
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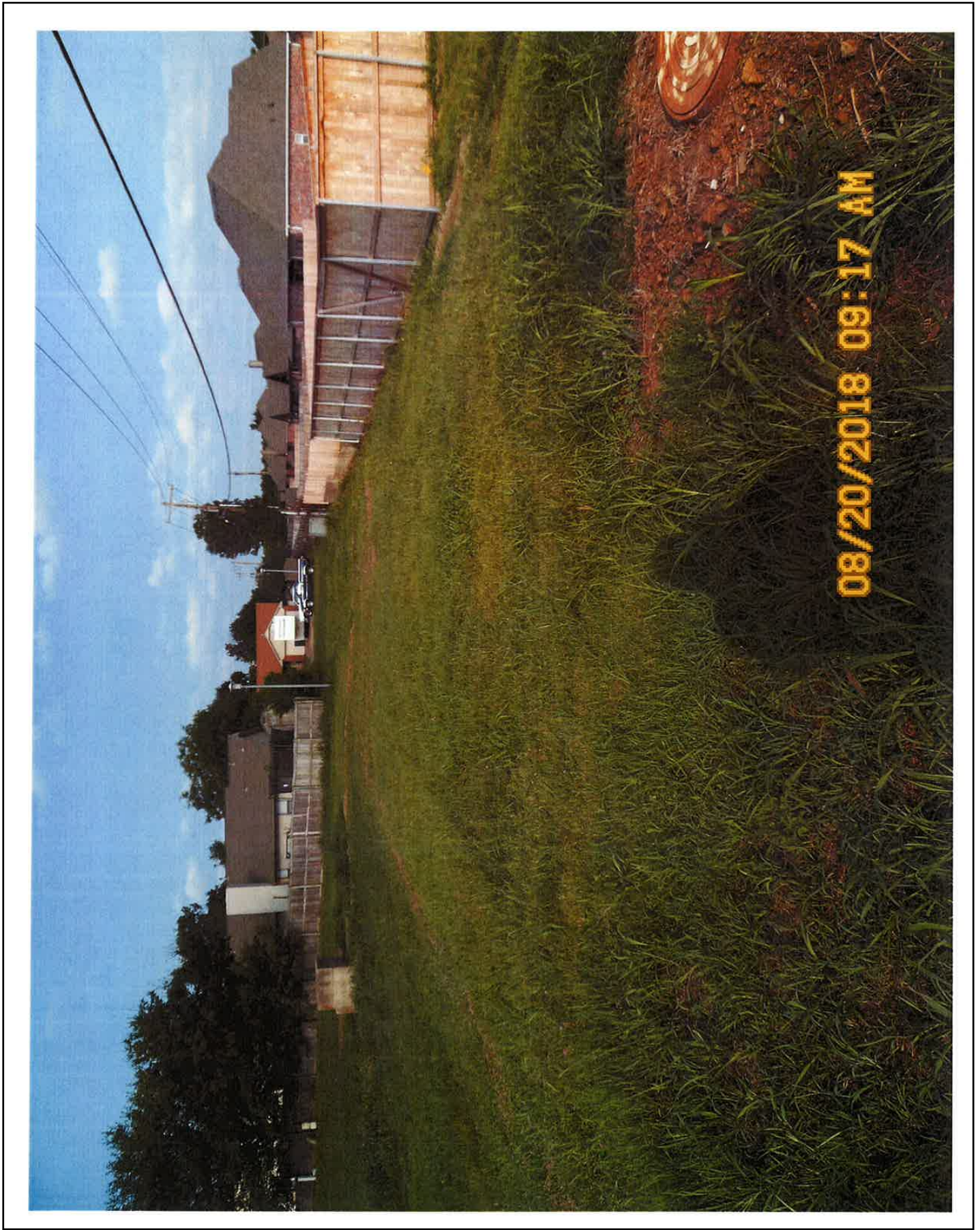
Respectfully,

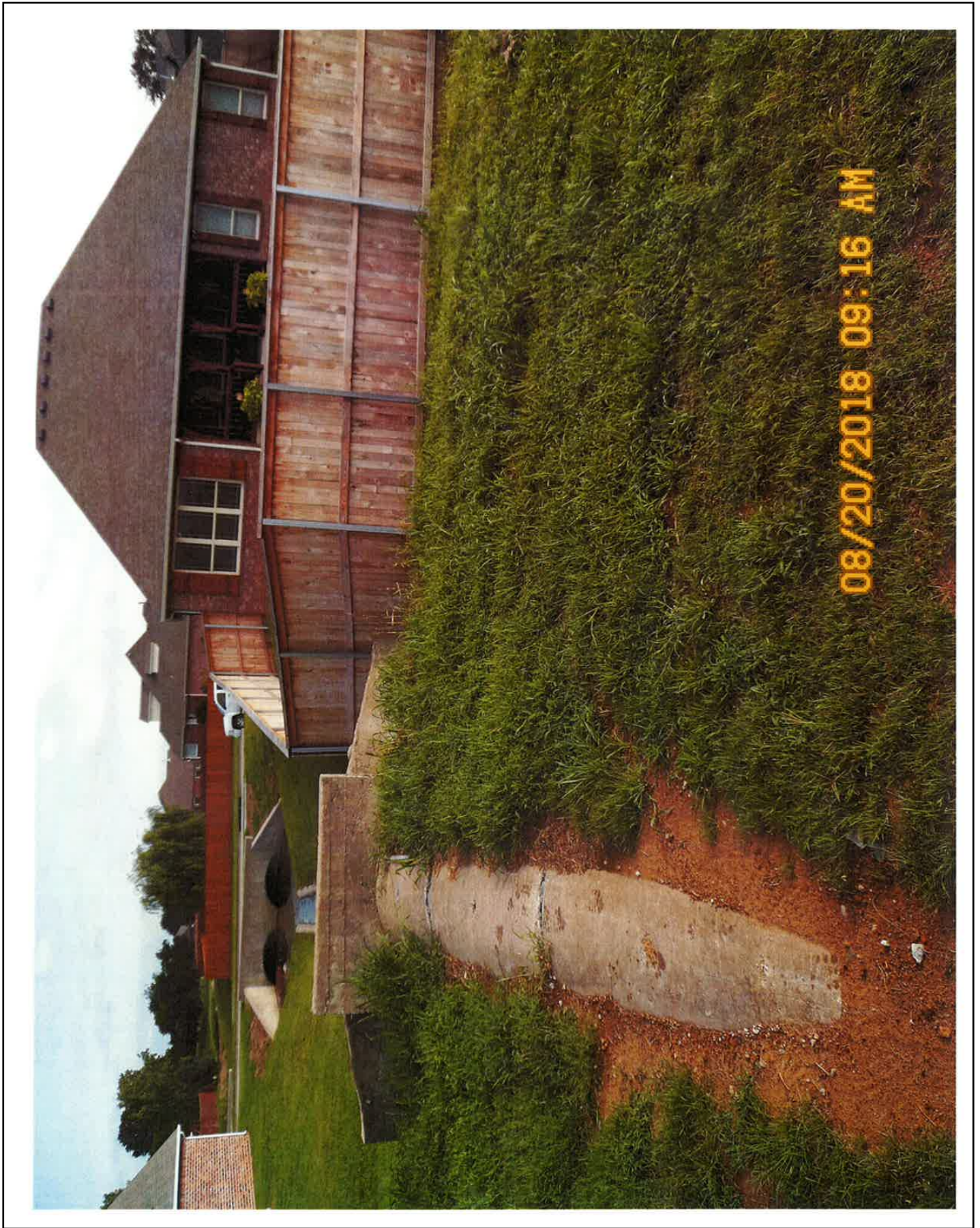
Tim Quattrocchi
Contact Info:
Mobil: 918 231-8000
tim@dunhamsasphalt.com
www.dunhamsasphalt.com

Accepted By: _____ Date: _____

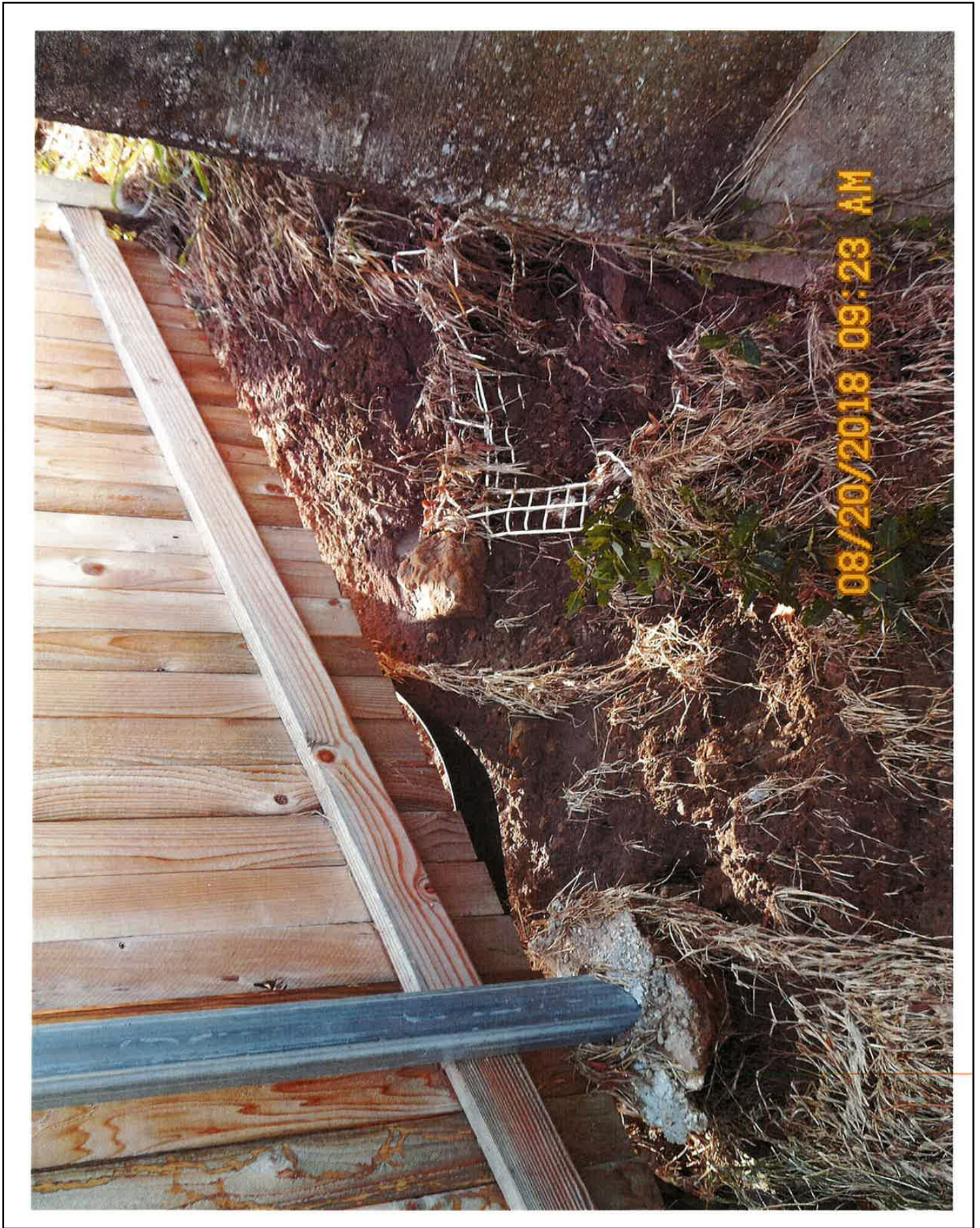




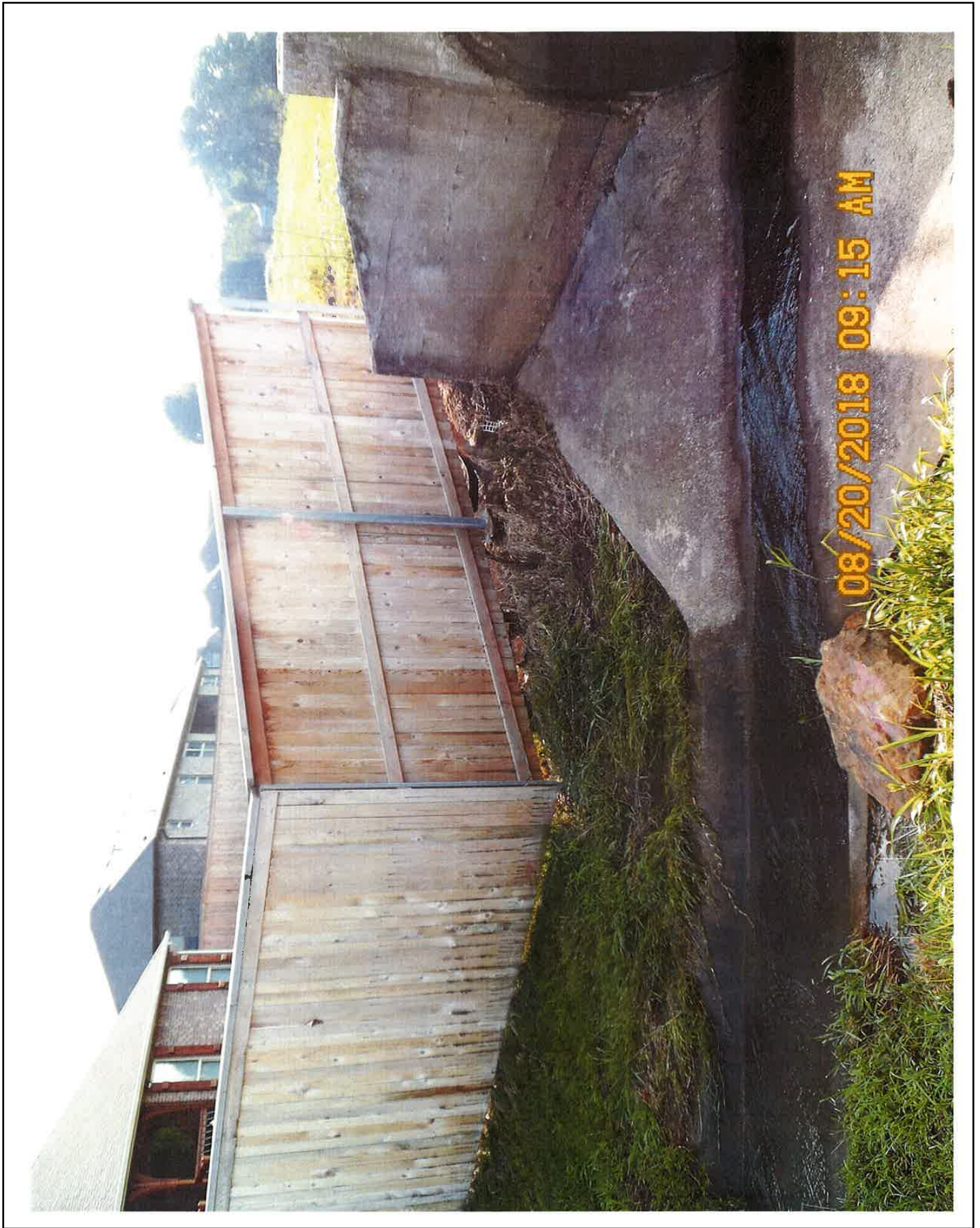


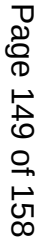














Pecan Estates



To: HONORABLE MAYOR AND CITY COUNCIL
From: Susan White, Assistant City Manager
Date: July 1, 2019
Subject: Service Fees - OML

Background:

Oklahoma Municipal League offers services to all Oklahoma municipalities through an annual membership program. Fees are calculated based on a formula which includes sales tax collections from the previous year, our tax rate, as well as census numbers.

OML provides full-time representation at the Legislature on behalf of member cities, in addition to research resources from across the state.

OML 2019-2020 Service Fees for Glenpool are \$10,176.58. Service fees last year were \$9,412.22.

Staff Recommendation:

Staff recommends approval of 2019-2020 OML Service Fees.

Attachments:

Invoice



2019-2020 Service Fees for Glenpool

How Does It All Add Up?

Base	\$	550.00
Formula	\$	9,194.26
Per Capita	\$	432.32
19-20 Service Fees	\$	10,176.58

The amount for you to pay will be \$ 10,176.58

The following formula was used to figure your 2019-2020 service fees:

2010 Census Population	10,808
2018 Total Sales Tax Receipts	\$ 9,378,140.89
2018 Municipal Sales Tax Rate	5.1 %

Base = \$ 550

Formula = Total Sales Tax Receipts divided by Municipal Sales Tax Rate times 0.005

Per Capita = 2010 Census Population times 0.04.

If a payment plan works best, please feel free to contact Cathy at OML and make those arrangements at either cathy@oml.org or 405-528-7515.



OKLAHOMA MUNICIPAL LEAGUE, INC.

201 N.E. 23rd Street □ Oklahoma City OK 73105
405-528-7515 □ 800-324-6651 □ 405-528-7560 Fax

City Clerk Wendy Knight
City of Glenpool
12205 S Yukon Ave
Glenpool, OK 74033

March 20, 2019

Dear City Clerk Knight:

The Oklahoma Municipal League (OML) appreciates your continued support. We value your participation and thank you for being a vital part of the Oklahoma Municipal League.

OML is your organization and as such we work diligently to provide OML members with the resources you need for your community. Below are a few examples of how OML works for you;

- OML was instrumental in getting HB 1875 passed which allows Glenpool an additional **\$30,228.18** of funds to remain in your community.
- With the passage of the online sales tax laws, reports estimate approximately **\$300 million** returning to the state.
- An amicus curiae brief was filed by State & Local Legal Center on behalf of state Leagues including OML and local government to enable municipalities to collect sales tax if the retailer has no in-state physical presence to combat the loss of an estimated **\$26 billion** revenue for state and local governments.
- Providing full-time representation at the Legislature.
- Providing a research mechanism at your disposal.

Together we provide a strong voice for Oklahoma municipalities. The number one ingredient for success at the legislature and state agencies is a united collective voice.

We are looking forward to continuing working with you and your community for the betterment of Oklahoma cities and towns. Please feel free to contact OML at 405-528-7515 if you have questions or desire additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Fina".

Mike Fina
Executive Director



To: Mayor and Council

From: David Tillotson, City Manager

Date: June 27, 2019

Re: Lightning Strike

Background:

As the Council is aware our Public Safety Building sustained a lightning strike to the radio tower the morning of June 23rd. The strike caused extensive damage to our backup radio system and interoperability, dispatch consoles, CAD, RMS and jail camera system. We have started the process and gathering quotes but given the nature of the damage we have been only partially successful at obtaining firm numbers at this time. An insurance claim has been initiated with OMAG and they have accepted the claim so our only cost should be the \$1,000 deductible under the plan. While the system is partially back up and running, we still have a significant amount of work to be done. Total cost estimates currently are in excess of \$135,000. Our hope is the cost is lower, but until the equipment is shipped to the manufacturer and they can go through it we will not have final costs. Since these costs will be reimbursed costs to the City by the insurance company, I would request the Council authorize me to exceed my spending limit for these individual repairs to speed up the process. None of these items would require competitive bidding under Oklahoma law. Our current cost breakdown is as follows:

- Harris Radio - \$125,000 top end estimate
- Wireless Technologies - \$10,149
- Springpoint - \$2,486.63
- Matlock - \$625

I have approved the Springpoint and Matlock quotes because they are under my spending limit.

Staff Recommendation:

- Staff recommends the Council authorize the City Manager to repair and/or replace, as necessary, the equipment damaged by the lightning strike at the Public Safety Building based on the estimates above.

Attachments:

- Quotes and/or Estimates

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, and City Clerk Wendy Knight
www.glenpoolonline.com

From: [Paul Newton](#)
To: [David Tillotson](#); [Wendy Knight](#)
Subject: Harris Quote
Date: Wednesday, June 26, 2019 12:08:55 PM

David,

Unfortunately, due to Harris Corporation's internal checks and balances, I won't have a hard quote for you until next week. Our rep told me, that due to the technical nature of the equipment and software involved, he would expect a budget not to exceed \$125,000.00. He further relayed that he was comfortable saying the complete total could be under \$100k, but that we should prepare for a "worst case scenario".

I know there's a huge variable there, but that's the best I've been able to get at this point.

If you need anything else, please let me know,

Paul Newton, Fire Chief
City of Glenpool
12205 S. Yukon Ave.
Glenpool, OK 74033

(918) 322-2172



**WIRELESS
TECHNOLOGIES, INC.**

AUTHORIZED MOTOROLA TWO-WAY DEALER
P.O. BOX 691762 TULSA, OK 74169 918-665-1244

Quote to Repair Antennas &
Radios on Damaged
Rack & Tower.

DATE:

6/26/19

NAME

Glenpool Public Safety

MAKE/MODEL

ADDRESS

SERIAL#

CITY, ST, ZIP

Glenpool, OK

UNIT#

CONTACT

Paul Newton

PHONE

CUST. PO

COMPLAINT

ACTION

ESTIMATE for Repair and Replacement
of Antennas, Line, & Radios due to Lightning
Damage on 6/23/19. Labor will include all
tower work and installation of equipment.

ACCESSORIES RECEIVED WITH RADIO:

ANTENNA

☐

BELT CLIP

☐

BATTERY

☐

RETAINER

☐

SPK/MIC

☐

OTHER

QTY.	U/M	PART NO.	DESCRIPTION	EACH	TOTAL
400	EA	1/4" Superflex	44181	2.50	1000-
100	EA	1/4" Coaxial	512567	30.00	1800
1	EA	XPR-5550	VHF Mobile	899-	899-
1	EA	VHF Trunking Ant	11634	950-	950-
1	EA	Grounding 9	MISC PARTS & Supplies		500-

TX	RX	PL/DPL
F1		
F2		
F3		
F4		

TX	RX	PL/DPL
F5		
F6		
F7		
F8		

Paul Newton
TECHNICIAN SIGNATURE

6/26/19
DATE COMPLETED

SVC. CALL

\$

PARTS

\$

LABOR

\$

TAX

\$

S/H

\$

TOTAL

\$

CUSTOMER SIGNATURE

DATE

5,149 -
5,000 -
10,149 -



4755 East 91st St, Suite 100, Tulsa, OK 74137
t. 918-933-5000 f.

QUOTE

Number AAAQ1929-0

Date Jun 25, 2019

Sold To

City of Glenpool
Abigail Shaw
12205 S. Yukon Ave.
Glenpool, OK 74033
United States

Phone 918-322-5409
Fax

Ship To

City of Glenpool
Abigail Shaw
12205 S. Yukon Ave.
Glenpool, OK 74033
United States

Phone 918-322-5409
Fax

Your Sales Rep

Sarah Alfred

(918)
584-3300 ext
226
4755 E. 91st
St. Suite 100
Tulsa, OK 74137

salfred@myspringpoint.com

Here is the quote you requested.

Terms	P.O. Number	Ship Via
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Line	Qty	Description	Unit Price	Ext. Price
1	2	Dell OptiPlex 3000 Series Desktop Computer - Core i5 i5-8500 - 8 GB RAM - 256 GB SSD	\$858.36	\$1,716.72
2	2	Tripp Lite UPS 550VA 300W Eco Green Battery Backup	\$78.76	\$157.52
3	1	Acer 21.5" LED LCD Monitor	\$149.99	\$149.99
LABOR				
4	1	Labor to configure and deploy new computer.	\$290.00	\$290.00

SubTotal	\$2,314.23
Tax	\$172.40
Shipping	\$0.00
Total	\$2,486.63

Please contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.



Chief, Jail DVR Replacement

PROPOSAL

6229 S. 107th E. Ave - Tulsa, OK 74133
P - (918)438-8995 F - (918)437-8798

DATE	ESTIMATE NO.
6/26/2019	12268

Account Name
City of Glenpool Accounts Payable 12205 S Yukon Ave Glenpool, OK 74033

Location Address
Glenpool Public Safety Building 14536 S. Elwood Ave. Glenpool, Ok 74033

Customer Phone	Job #	APPT DATE	Account #	CONTRACT P.O.	REP
918-770-2537		7/26/2019			BCS

QTY	PART #	DESCRIPTION	TOTAL
		Replace existing inoperable DVR with new HIK 4ch DVR	
1	Parts & La...	We propose all material and labor to install a new DVR to replace the inoperable one you have now. This is a 4channel recorder with 1TB of storage. This is a recorder only.	625.00
1	Installation	The above proposal includes all items necessary for a complete installation of a DVR. **This will get your system to a point where your cameras can be function tested. There may be more inoperable equipment to replace. (cameras and/or wiring) As the tech installs the DVR, this will let us know if any cameras are inoperable. Any inoperable cameras found will be addressed on a separate proposal. This proposal is to replace the DVR only and function test your existing cameras.	
TOTAL			\$625.00

Barrett Staudt - System Sales Representative

Signature: _____