



**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on, August 4, 2025, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

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

Join Zoom Meeting

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

Meeting ID: 897 5355 5435

Passcode: 974088

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

- Speakers attending in **PERSON** are required to complete the Request to Speak form located on the agenda table and return to the City Clerk **PRIOR TO THE CALL TO ORDER.**
- Speakers attending via **ZOOM** are required to complete the Request to Speak form located on our website: <https://glenpoolonline.civicweb.net/document/19057/Request%20to%20Speak%20Form.pdf> and email it to the City Clerk: lasmith@cityofglenpool.com **PRIOR TO 6:00 PM, AUGUST 4, 2025.**

AGENDA

Page

- A) **Call to Order - Joyce G. Calvert, Mayor**
- B) **Roll Call, Declaration of Quorum – Lesli Smith, City Clerk; Joyce G. Calvert, Mayor**
- C) **Invocation –Dexter Smith of United Pentecostal Church in Glenpool**
- D) **Pledge of Allegiance – Joyce G. Calvert, Mayor**
- E) **Swearing-In Ceremony – Jeremy Plane, Police Chief; George Miles, Municipal Judge-to swear in new officers and recognition of recent CLEET graduates.**
- F) **Management Report**
 - 1) [CM Report 08042025](#)
- G) **Mayor Report – Joyce G. Calvert, Mayor**

3 - 37

H) **Council Comments**

I) **Public Comments**

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

1) To approve the minutes from the July 21, 2025, meeting. 38 - 41
[City Council Regular Meeting - 21 Jul 2025 - Minutes - Pdf](#)

2) To approve the awarding contract to L.A.M. Construction LLC for their 42 - 47
proposal in the amount of \$73,400.00 for the Front Apron Replacement at the
Public Safety Building to be paid from GL Account # 01-6-06-6333.
[Front Apron PSB 2025 staff report updated](#)
[Front Apron Attachments](#)

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

L) **Scheduled Business**

1) Discussion and possible action to approve, amend, or deny Combined Urban 48 - 65
Funding Agreement Project No. J3-8919(004)IG / State Job No. 38919(04):
Glenpool – Elwood Avenue at 141st and 151st Intersections. Intersection
modification project. Total Cost: \$4,274,980 (Federal: \$3,419,984; City of
Glenpool: \$854,996) with the Oklahoma Department of Transportation
(ODOT) for INCOG STBG Projects.
(David Agbetunsin, City Engineer)
[Staff Report - INCOG STBG Project Agreements #J3-8919\(004\)](#)
[38919\(04\) Combined Urban Funding Agreement - ODOT](#)

2) Discussion and possible action to approve, amend, or deny Combined Urban 66 - 83
Funding Agreements Project No. J3-8919(004)IG / State Job No. 38919(04):
Glenpool – Elwood Avenue at 141st and 151st Intersections. Intersection
modification project. Total Cost: \$4,274,980 (Federal: \$3,419,984; City of
Glenpool: \$854,996) and Project No. J3-8920(004)IG / State Job No.
38920(04): Glenpool – Elwood Avenue from W 121st St. to E 137th St.
Widening and resurfacing project. Total Cost: \$500,000 (Federal: \$400,000;
City of Glenpool: \$100,000) with the Oklahoma Department of Transportation
(ODOT) for INCOG STBG Projects.
(David Agbetunsin, City Engineer)
[Staff Report - INCOG STBG Project Agreement #J3-8920\(004\)](#)
[38920\(04\) Combined Urban Funding Agreement - ODOT](#)

M) **Adjournment**

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

Signed:

City Clerk

City Manager's Report

August 1, 2025



City Of
Glenpool
Creating Opportunity

Table of Contents

Executive Summary	3
Human Resources	5
Finance	6
Development Services	13
Public Works	18
Engineering.....	21
Conference Center/Community Relations	24
Information Technology	27
Economic Development/Grants.....	28
Fire Department	32
Police Department.....	33

Executive Summary

Mayor and Council,

As we enter the heart of the summer heat, it is also nearing time for Glenpool Public Schools to start classes up again. Our staff continues to partner with GPS on school safety and traffic issues, and we are thankful for the School Resource Officer partnership that the Council recently approved for this new fiscal year. Additionally, our staff have begun working with the school on their building and construction projects as part of their new bond issue. I am excited to see these projects move forward and the improvements they will usher into the school system for our students, faculty and the community. A strong school system is a key component in the health and vibrancy of a municipality.

Pictured on the cover page this month is a photo of the Glenpool Farmers Market from this summer. Our staff has done a tremendous job of promoting and organizing this event, and each week we continue to see the faithfulness of our local vendors as they market their homemade crafts, baked goods and locally grown fruits and vegetables. Thank you to all the vendors, sponsors, and employees and volunteers for making this such a successful event.

Additionally, I want to thank Woodlake Church for providing and serving lunch for all the employees at City Hall. We had a tremendous time visiting with and being loved on by their volunteers. Thank you, Woodland Family Church, we greatly appreciate you!

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



- Our newest police officers, Officer Xavier Gray and Officer Thomas McKinzie, have started their career with GPD. I believe they will be a valuable addition to that department and to the City. Additionally, we have started the process of switching our patrol division from an 8-hour shift to the newly approved 12-hour shift. The shift bidding process will begin this month, and once finalized, the officers will officially move to their new squad and shift. As part of this transition, we promoted Cpl. Brandon Heafner to Sergeant. Congrats to Sgt. Heafner and welcome aboard to Officers Gray and McKinzie!
- While we ended the fiscal year on a positive revenue note, collecting more sales taxes than the prior fiscal year, our collections for July were down 4.6% compared to last July. While this is lower than expected, I anticipate that we will see collection increase in the coming months once we see a couple

of development projects come to fruition.

- Each of our fund balances, except those which were budgeted to spend from fund balance, saw increases as of the end of the 2024-2025 fiscal year.
- Our Code Enforcement Officer worked 179 cases in July. So far this year he has worked 918 total case with illegally placed signs being the largest category of complaints that we work.
- Upcoming Community Events/City Holidays:
 - Labor Day: September 1st

As you can see from this report our teams are working daily to diligently provide value for who live in Glenpool and those who choose to locate their businesses in our community. I am thankful for a team that strives relentlessly to fulfill our mission to “develop a culture of trust”.

“To work for the common good is the greatest creed.” – Albert Schweitzer

David

Human Resources

Open Positions

We currently have (4) Four Open Positions

- Public Works: (3) Three Open Positions
 - Seasonal Parks Laborers (3) – Interview Process
- Utility Billing: (1) One Open Position
 - Court Clerk - Advertised

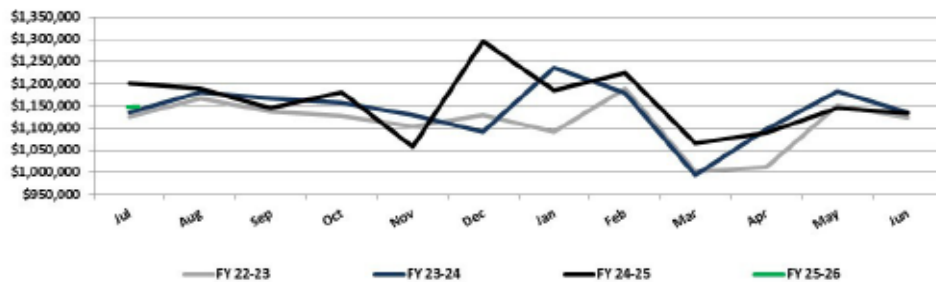
Finance

SALES TAX

FY 25-26 Combined Sales Tax for all funds in July totaled \$1,145,396, 4.6% lower than FY 24-25 revenues for the same period. Further details on July financial results will be reported next month after the accounting period is closed.



Sales Tax Revenue by Month
FY 25-26 Actual Compared to Previous 3 Fiscal Years Actual



GENERAL FUND REVENUES

FY 24-25 General Fund revenues totaled \$16,642,624 which is \$63,366, or 0.4%, higher than FY 23-24. Revenues were \$415,199 above budget, with Sales Tax, Investment Income, Intergovernmental, and Miscellaneous revenues all up.



GENERAL FUND EXPENDITURES

FY 24-25 General Fund expenditures totaled \$15,388,002, or \$36,719 (0.2%) higher than FY 23-24 expenditures through the same period. These expenditures were 9.4% under budget.



REPORT LEGEND

Better Than
Expected



Expected, or
Minor
Variance



Monitor and
Consider
Taking
Action



SALES TAX REVENUES—ALL FUNDS



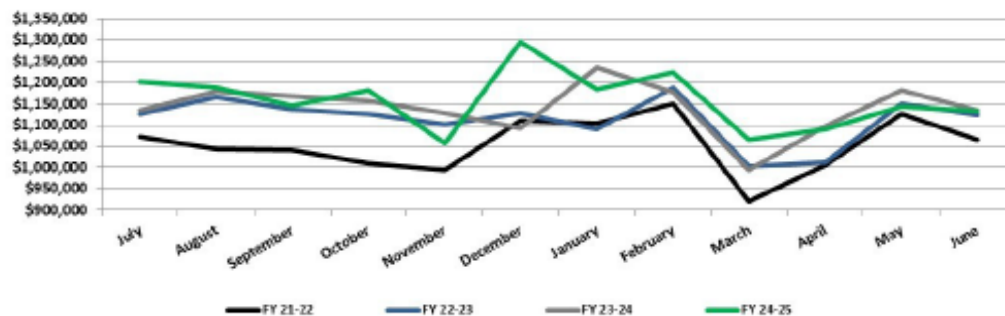
FY24-25 Sales Tax collections through June were 0.6% above budget, and 1.7% higher than FY23-24 collections.

MONTH	COMPARISON TO BUDGET			COMPARISON TO PRIOR YEAR			PERCENTAGE	
	BUDGET	FY 24-25 ACTUAL	AMT INC/(DEC)	FY 24-25 ACTUAL	FY 23-24 ACTUAL	AMT INC/(DEC)	INC(DEC) BUDGET	INC(DEC) PRIOR YR
July	\$ 1,146,098	\$ 1,200,807	\$ 54,709	\$ 1,200,807	\$ 1,134,751	\$ 66,057	4.8%	5.8%
August	\$ 1,191,491	1,189,253	(2,238)	1,189,253	1,179,694	9,559	-0.2%	0.8%
September	\$ 1,179,101	1,145,631	(33,470)	1,145,631	1,167,426	(21,796)	-2.8%	-1.9%
October	\$ 1,168,926	1,181,483	12,557	1,181,483	1,157,352	24,130	1.1%	2.1%
November	\$ 1,140,169	1,056,590	(83,579)	1,056,590	1,128,880	(72,290)	-7.3%	-6.4%
December	\$ 1,102,348	1,295,899	193,551	1,295,899	1,091,433	204,466	17.6%	18.7%
January	\$ 1,248,631	1,183,889	(64,742)	1,183,889	1,236,268	(52,379)	-5.2%	-4.2%
February	\$ 1,189,584	1,224,229	34,645	1,224,229	1,177,808	46,421	2.9%	3.9%
March	\$ 1,004,070	1,065,806	61,736	1,065,806	994,130	71,676	6.1%	7.2%
April	\$ 1,108,582	1,090,028	(18,554)	1,090,028	1,097,606	(7,578)	-1.7%	-0.7%
May	\$ 1,186,013	1,144,582	(41,431)	1,144,582	1,182,207	(37,625)	-3.5%	-3.2%
June	\$ 1,157,644	1,132,583	(25,061)	1,132,583	1,134,286	(1,703)	-2.2%	-0.2%
TOTAL	\$ 13,822,657	\$ 13,910,781	\$ 88,124	\$ 13,910,781	\$ 13,681,842	\$ 228,939	0.6%	1.7%

Y-T-D Budget \$ 13,822,657
Y-T-D Actual 13,910,781
Y-T-D Variance 88,123
Y-T-D % Var 0.6%

Prior Year \$ 13,681,842
Y-T-D Actual 13,910,781
Y-T-D Variance 228,939
Y-T-D % Var 1.7%

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

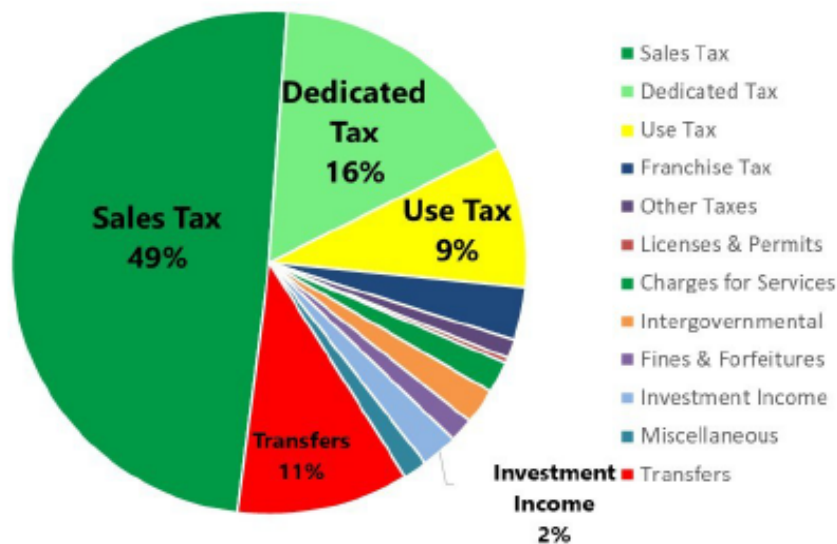


GENERAL FUND YEAR-TO-DATE REVENUES

	YTD FY24-25 Budget	YTD FY24-25 Actual	Budget Over/(Under)	YTD FY23-24 Actual
Sales Tax	\$ 8,130,832	\$ 8,182,321	\$ 51,489	\$ 8,048,001
Dedicated Tax	2,710,277	\$ 2,727,904	17,627	2,682,667
Use Tax	1,516,270	\$ 1,510,726	(5,544)	1,416,976
Franchise Tax	635,000	\$ 556,884	(78,116)	574,647
Other Taxes	137,000	\$ 200,621	63,621	166,883
Licenses & Permits	78,600	\$ 68,440	(10,160)	78,519
Charges for Services	337,769	\$ 342,138	4,369	338,596
Intergovernmental	335,497	\$ 382,808	47,311	437,762
Fines & Forfeitures	200,500	\$ 251,773	51,273	221,408
Investment Income	290,397	\$ 377,152	86,755	601,337
Miscellaneous	55,284	\$ 241,857	186,574	212,463
Transfers	1,800,000	1,800,000	-	1,800,000
Totals	\$ 16,227,425	\$ 16,642,624	\$ 415,199	\$ 16,579,258

Over (Under) Budget year to date: 2.6%

Increase (Decrease) over prior year: 0.4%



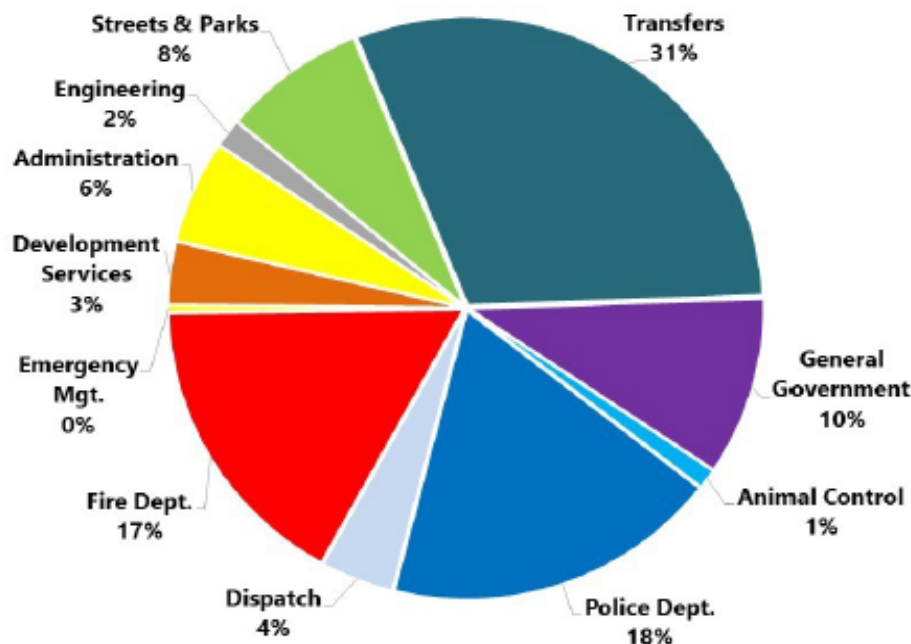
GENERAL FUND YEAR-TO-DATE EXPENDITURES

DEPARTMENT	YTD FY24-25 Budget	YTD FY24-25 Actual	Budget Under/(Over)	YTD FY23-24 Actual
General Government	\$ 1,783,589	\$ 1,527,144	\$ 256,445	\$ 1,481,808
Animal Control	172,487	170,796	1,691	158,778
Police Dept.	2,812,106	2,828,302	(16,196)	2,686,075
Dispatch	712,764	618,973	93,791	568,196
Fire Dept.	2,876,573	2,568,954	307,619	2,536,253
Emergency Mgt.	113,500	59,789	53,711	56,375
Development Services	599,963	537,344	62,619	749,957
Administration	933,438	883,315	50,123	672,904
Engineering	390,907	244,013	146,894	50,773
Streets & Parks	1,887,686	1,204,083	683,603	1,787,235
Transfers	4,710,623	4,745,288	(34,665)	4,602,929
Totals	\$ 16,993,636	\$ 15,388,002	\$ 1,605,634	\$ 15,351,283

Under (Over) Budget year to date: 9.4%

Increase over prior year: 0.2%

General Fund YTD Percent Expenditures by Department



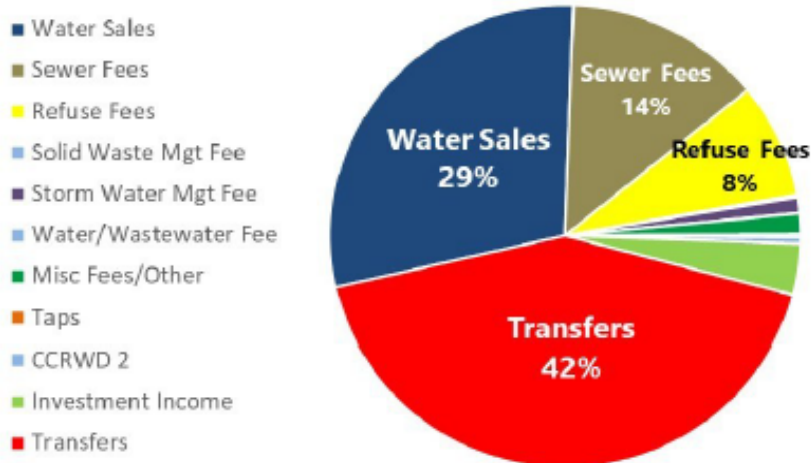
GLENPOOL UTILITY SERVICES AUTHORITY YEAR-TO-DATE REVENUES

	YTD FY24-25 Budget	YTD FY24-25 Actual	Budget Over/(Under)	YTD FY23-24 Actual
Water Sales	\$ 3,090,342	\$ 3,086,015	\$ (4,327)	\$ 3,011,281
Sewer Fees	1,453,847	1,439,683	(14,164)	1,411,701
Refuse Fees	862,043	870,596	8,553	848,916
Solid Waste Mgt Fee	22,000	20,425	(1,575)	20,142
Storm Water Mgt Fee	118,000	117,024	(976)	115,415
Water/Wastewater Fee	5,000	4,735	(265)	6,924
Misc Fees/Other	149,000	168,536	19,536	158,174
Taps	57,000	20,800	(36,200)	54,500
CCRWD 2	33,500	46,802	13,302	32,151
Investment Income	90,216	374,115	283,899	396,299
Transfers	4,510,623	4,527,905	17,282	4,483,009
Totals	\$ 10,391,571	\$ 10,676,636	\$ 285,065	\$ 10,538,511

Over (Under) Budget year to date: 2.7%

Increase over prior year: 1.3%

GUSA YTD Revenues by Type



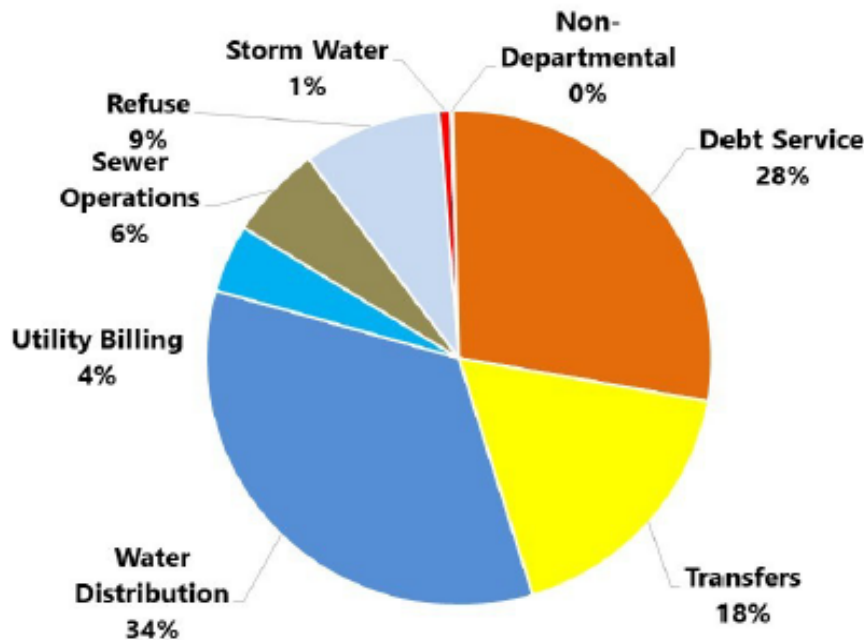
GLENPOOL UTILITY SERVICES AUTHORITY YEAR-TO-DATE EXPENDITURES

DEPARTMENT	YTD FY24-25 Budget	YTD FY24-25 Actual	Budget (Over)/Under	YTD FY23-24 Actual
Water Distribution	\$ 3,793,728	\$ 3,513,448	\$ 280,280	\$ 3,327,553
Utility Billing	453,701	454,410	(708)	410,369
Sewer Operations	681,444	623,633	57,811	795,113
Refuse	911,300	911,388	(88)	845,629
Storm Water	177,000	77,539	99,461	-
Non-Departmental	9,259	10,446	(1,187)	9,290
Debt Service	2,907,490	2,903,627	3,863	2,899,760
Transfers	1,800,000	1,800,000	-	1,800,000
Totals	\$ 10,733,922	\$ 10,294,490	\$ 439,432	\$ 10,087,715

Under (Over) Budget year to date: 4.1%

Increase over prior year: 2.0%

GUSA YTD Percent Expenditures by Department



FUND DASHBOARD

FUND	REVENUES	EXPENDITURES	CHANGE IN FUND BALANCE
GENERAL FUND	\$16,642,624	\$15,388,002	\$1,254,622
GLENPOOL UTILITY SERVICES AUTHORITY FUND	\$10,676,636	\$10,294,490	\$382,144
GLENPOOL INDUSTRIAL AUTHORITY FUND	\$1,184,047	\$968,218	\$215,829
STREETS & INFRASTRUCTURE FUND	\$1,016,352	\$469,296	\$547,056
*PUBLIC SAFETY CAPITAL FUND	\$1,796,677	\$1,929,425	<\$132,748>
PUBLIC SAFETY PERSONNEL FUND	\$1,756,861	\$1,682,776	\$74,085
*CAPITAL FUND	\$142,808	\$1,053,584	<\$910,776>
*ARPA FUND	\$9,170,790	\$9,730,611	<\$559,819>
PARKS AND RECREATION FUND	\$25,817	\$22,020	\$3,797
HOTEL FUND	\$291,015	\$256,127	\$34,888

*Budgeted to spend down fund balance

Development Services

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

Commercial/Industrial Projects Under Construction:

1. **C & C Office Complex** – A proposed 2,672 sf office building located 459 E 151st S. The existing single-family residence will be converted into an office building.
2. **Brown Veterinary Clinic – S75 Business Park** – A proposed Veterinary Clinic located at 16161 South Broadway St. within the South 75 Business Park.
3. **Align Sport & Spine** - A proposed 6,632 sf chiropractic clinic located at 12155 South Yukon Ave.
4. **Phoenix Industrial** – A proposed 6,000 sf covered storage area within an existing industrial manufacturing business located at 18340 US Highway 75.

Commercial/Industrial Occupancy Permits Issued in June 2025:

1. **Cloud Chaserz (Vape/Retail) – 111 E. 141st St. Ste. A**
2. **Taungzalat LLC (Restaurant) – 985 E 141st St. Ste. F**

Earth Change Permits Issued:

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

Residential Projects Under Construction:

	Subdivision Name	Lots Approved or Units	Under Construction	Completed	Lots Available
1	Glen Hills I (Phase 1-6)	84	1	83	0
2	Glen Hills II (Phase 7-11)	78	0	73	5
3	Scissortail	88	12	71	5
4	Redbud Glen	74	17	37	20
5	Twin Ponds	25	0	2	23
6	Grandview Heights Apts	120 (units)	0	0	120 (units)

Planning Applications Under Review:

1. Annexation(s): **No New Applications**

2. Comprehensive Plan Amendment(s): **No New Applications**

3. Zone Amendment(s): **No New Applications**

4. Planned Unit Development (PUD):

A. 151-75 Crossing Planned Unit Development – A proposed Planned Unit Development (PUD 45) for a mixed-use development consisting of light industrial and commercial uses. The subject site is 76.6-acres in size and is located on the southwest corner of US Highway 75 and State Highway 67.

5. Subdivision Plat(s):

A. The Lakes at Twin Ponds – A Preliminary Plat to subdivide a 94.0918-acre site into two-hundred and fifty-one (251) lots in nine (9) blocks and seven (7) reserve areas. The subject site is generally located on the south side of W 161st S and west of US75.

B. 151-75 Crossing Preliminary Plat: A Preliminary Plat for a commercial center of approximately 76.599 acres. There will be a total of seven (7) lots and three (3) reserve areas. The subject site is generally located at the southwest corner of US Highway 75 and State Highway 67.

C. Redbud Glen II Preliminary Plat: A Preliminary Plat to subdivide an approximately 25.729-acre site into eighty-two (82) residential lots and four (4) reserve areas. The subject site is generally located on

the west side of South Elwood Avenue, approximately a quarter mile north of East 151st Street South.

6. Lot Split Application(s):

A. Tucker Family Lot Split – A Lot Split application (GLS 271) to split a 40.1-acre tract into two (2) parcels and right-of-way dedication. Parcel 1 is approximately 19.3 acres in size. Parcel 2 is approximately 19.3 acres. Both parcels are generally located on the west side of S. Elwood Ave., approximately a half mile north of E. 141st St. S.

7. Site Plan Application(s):

A. State Farm Office – Marvin Manns – A Site Plan review of a proposed office building located at 201 E 141st St.

B. Same Day Auto Repair - Site plan amendment to add 14 new parking stalls and additional landscaping. The site is approximately 1.5 acres and is located at 14952 South Broadway Street West.

C. TSU One, Inc. - Site plan to add a shop building on an industrial site. The site is approximately 2.47 acres and is located at 700 West 138th Street South.

8. Specific Use Permits: No New Applications

9. Variance(s): No New Applications

Approved Projects Not Under Construction

- 1. McGraw Winfield Realtors** – A proposed 4,434sf office building located at 12189 South Yukon Avenue.
- 2. Carson Trails** – A 497-lot residential Planned Unit Development (PUD) located north and east of the northeast corner of West 181st Street and South Union Avenue directly adjacent to Eden South neighborhood. A subdivision plat for Phase I of Carson Trails PUD-43. The plat consists of 82 residential lots and four (4) reserve areas.
- 3. Grandview Heights Apartments North Expansion** – A 120-unit apartment project on 6.8-acre site located at 12150 South Yukon Avenue. This is an expansion of the existing Grandview Heights Apartment project.
- 4. Redbud Glen II** – A Preliminary Plat to subdivide a 25.729-acre site into sixty-seven (67) lots in eight (8) blocks and four (4) reserve areas. The subject site is generally located north of E. 149th Street S. and West of S. Elwood Ave.
- 5. Twin Ponds Phase II** – Preliminary Plat of a 12.29-acre site. The plat proposes subdividing the site into ten (10) lots and four (4) reserve areas. The subject site is generally located north of West 181st Street South – ½ mile west of Highway 75.
- 6. Scissortail Phase 2** – A Preliminary Plat to subdivide an approximately 40.20-acre site into one-hundred and eleven (111) residential lots and four (4) reserve areas. The subject site is located east of E. 148th St. S and north of S. Poplar St.

- 7. Housley Group Plat** – A proposed Preliminary Plat of a 14.63-acre site located on the north side of West 161st Street South, approximately a half mile east of U.S. Highway 75. The preliminary plat proposes to subdivide the site into three (3) lots.

Items Scheduled for BOA Meeting – August 11, 2025

No items scheduled.

Items Scheduled for Planning Commission Meeting – August 11, 2025

- 1. 151-75 Crossing Planned Unit Development** – A proposed Planned Unit Development (PUD 45) for a mixed-use development consisting of light industrial and commercial uses. The subject site is 76.6-acres in size and is located on the southwest corner of US Highway 75 and State Highway 67.

Current Residential and Commercial Building Permit Statistics

Current Active Residential Permits	34
Current Active Commercial Permits	6
New Residential Permits Issued July 2025 (New Construction)	0
New Commercial Permits Issued July 2025 (New Construction)	2
Residential Permits through July 2025 (New Construction)	36
Residential Permits through July 2024 (New Construction)	50
Assessment Letters Issued in 2024 (Total)	0
Assessment Letters Issued in 2025 (Total)	3

Code Enforcement Activity for July 2025

ACTIVITY DESCRIPTION:	Totals			
Complaints received and investigated Year to Date	918			
Open public nuisance cases through July 2025	20			
CODE ENFORCEMENT CASES	Apr 2025	May 2025	June 2025	July 2025
	162	155	169	179
High grass:	1	46	-32-	33
Fire damaged structures:	-0-	-0-	-0-	-0-
Illegally parked vehicles:	14	6	3	1
Nuisance abatements (contractor):	-0-	-0-	-0-	-0-
Notices issued for residents with no water service:	-0-	-0-	-0-	-0-
Tulsa County Health Department citations:	-0-	-0-	-0-	-0-
Illegally placed signs:	92	47	80	75
Damage to public facilities citations:	-0-	-0-	-0-	-0-
Excessive trash & debris notices:	19	10	7	5
Dilapidated structures/property notices:	-2-	-0-	-0-	-0-
Trash can/receptacle placement notices:	-0-	-0-	-0-	-0-
Building demolition & removal:	-0-	-0-	-0-	-0-
Inoperable/abandoned vehicles:	-0-	6	6	5
Visual impairments caused by trees, shrubs, vehicles, basketball goals, etc. interfering with traffic flow:	-0-	-0-	1	-0-
Stagnant water causing mosquito issues:	-0-	-0-	-0-	-0-
Pest issue:	-0-	-0-	-0-	-0-
Dilapidated fencing:	-0-	1	-0-	-0-
Noxious odor:	-0-	-0-	-0-	-0-
Phone calls/inquiries	34	39	40	60

Public Works

The following details of all work completed between June 27 – July 24, 2025

Admin / Community

- Planned and hosted monthly Public Works luncheon.
- Conducted weekly recycling pickups at PW and GCC for delivery to the MET
- Staff worked Red White and Boom including clean up after.
- Visited Crow Creek Meadow for tour

Streets

- Crack sealed – NA
- Filled potholes – Eden South, Rolling Meadows,
- Fixed downed streets signs – NA
- Cleaned storm drains – Various Areas around town
- Picked up trash around town.
- Weeded – Fencelines on R.O.W.
- Ordered flashing lights for signs on Peoria near 151st.

Parks

- Black Gold
 - Mowed and Trimmed x4
- Kendalwood North
 - Mowed and Trimmed x3
- Kendalwood South
 - Mowed and Trimmed x3
- Lambert
 - Mowed and Trimmed x2 – North Side of creek
- Morris
 - Mowed and Trimmed x3
 - USSSA continues to utilize fields 2, 3, and 4
- Rolling Meadows
 - Mowed and Trimmed x3
- South County Soccer
 - Mowed and Trimmed x4
- Dawes
 - Mowed and Trimmed x2
- Picked up trash and emptied trash cans daily at all city parks.

Beautification

- Cleaned up flower beds at all gateway signs, began planning fall plantings
- Cleaned up flower beds at Dawes pool
- Coordinated planning of Kendalwood North Nature Planting with volunteers
- Received native flowers from nursery in OKC for gateways paid for by KOB grant
- Began trimming tree at GCC
- Moved saplings to more appropriate places at Wildcatter and added some from Dawes nursery.
- Attended growers' workshop in OKC.
- Coordination with GPS Upper Elementary on their raised garden bed installation

Facilities Maintenance

- One Facilities staffer is out on medical leave
- Generator Biannually inspection was completed
- Light Check at City Hall
- General Maintenance at City Hall.
- Cleaned and tested 1122A pool weekly

Wastewater Treatment Plant:

- Daily calibration and testing performed (CL, DO, pH)
- Daily readings performed.
- Daily flow monitoring performed.
- Daily addition of chemicals to lagoon
- Weekly Biological Oxygen Demand and Total Suspended Solids samples to Green Co. Testing
- Mowed, weeded, and sprayed (where needed)
- Vehicle and equipment maintenance performed.
- Only 3 of the 8 lateral lines are functional currently
- Running two 4" Venturi pumps as needed to raise DO in lagoon
- Blower 2,3,4: functional; Blower 1 will remain offline

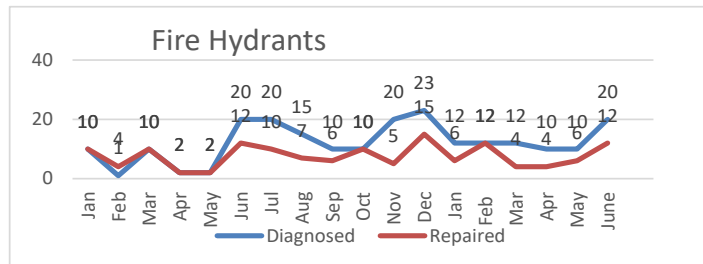
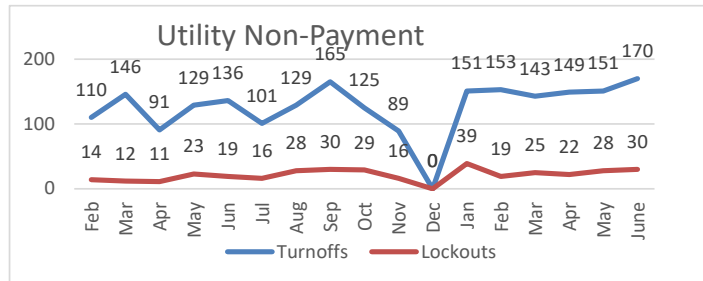
Lift Stations:

- Inspected all lift stations
 - Cleaned floats
 - Repaired fencing and prepped for latch replacement on many stations.
 - Mowed, weeded, and sprayed all stations
- Assisted WWTF operator with daily tasks
- Newman LS second pump has been rebuilt and is awaiting installation
- Elwood LS is not keeping up with flow. Bypass pump is on site until rainy season ends
- Shell lift station has been rewired by Goodman Electric. Station is now fully operational but running on 2 of 3 pumps.

Distribution:

- 264 Utility locates

- 170 turn offs for non-payment – (6/24)
- 30 lock outs for non-payment – (6/26)
- Performed monthly meter reads
- 10 leaks repaired (0 major, 10 minor, 3 pending)
- 1 meter(s) set (0 residential, 1 commercial)
- 1 pending meter sets (0 residential, 1 commercial)
- Bi-weekly water samples taken and PASSED
- Mowed, weeded, and sprayed (where needed) at water towers and booster stations
- Cleaned and serviced vehicles and equipment
- Repaired 0 Sewer Manholes
- Jetrodded 2 possible sewer backup(s) (0 on city side, 2 on customer side)
- Diagnosed 12 hydrants, put 12 back in service and ordered parts for all others.
- Booster Pump station on US75 at 131st has had its pin hole leak temporarily repaired. The station is now mostly isolated from distribution. Awaiting further instruction from the city engineer on a path forward.
- Elwood Lift Station has demonstrated that it cannot keep up with flow during rain events. We have purchased a used bypass pump to use here whenever it rains.
- Adding three pressure monitoring kits on the eLynx system to monitor our system's zones on SCADA



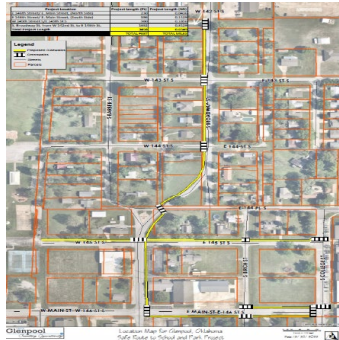
WWTF Build – UPDATE

Work continues at a feverish pace. The south digester has three of the four walls up and the north digester has rebar on all sides. The administration building has a few walls up. The dewatering building foundation has been started. The UV foundation is almost ready to build above ground. The foundation of the SBR is close to being poured.



Engineering

This report summarizes the activities of the engineering department and infrastructure projects in the City of Glenpool during the stated period. The most recent activities are highlighted in **red**.



Glenpool Safe Route to School Project JP#3810404

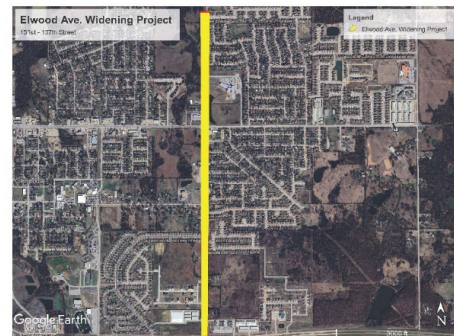
The project establishes an ADA-compliant sidewalk network linking Glenpool Public School to Black Gold Park.

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

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

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

- STP grant: \$902,880 (City match: \$225,720 - paid).
- RFQ issued November 19, 2024; responses received from 10 firms by December 17, 2024.
- **Awaiting finalization of the consultant contract by ODOT**



Elwood Avenue at: 141st and 151st Intersections

Received STP grant to construct 141st and 151st intersection on Elwood Avenue.

- Total Project cost \$4,274,980
- Grant Agreement presented on the City agenda for approval on August 4th, 2025.

Elwood Avenue at: W 121st St. to E 137th St.

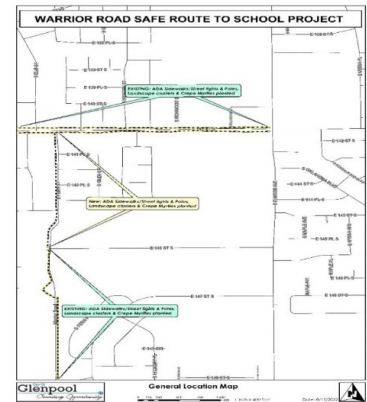
Received STP grant to design Elwood Avenue from: W 121st St. to E 137th St.

- Total Project cost \$500,000
- Grant Agreement presented on the City agenda for approval on August 4th, 2025.

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

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

- Urban Funding Agreement received from ODOT.
- Kimley Horn was selected as consultant.
- City match: \$119,920 - paid.
- Contract signed by Kimley-Horn
- Kickoff meeting held on 06/17/2025



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

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

- Additional funding was received. Total project funding: \$2,564,786
- Plans, Specification and Estimates received. Bid Letting scheduled for October 2025.

The estimate for this project is summarized below:

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

This project was recommended to receive Transportation Alternatives Program grant by the INCOG Transportation Technical Committee. The grant award is \$1,500,974 in Federal Funds. Received the agreement for the grant. The agreement was presented to the Council at the June 2nd Council Meeting. Bid letting scheduled for October 2025.

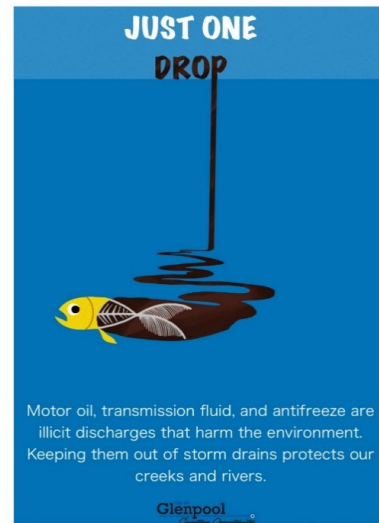
US 75/141st Bridge Project

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

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

Stormwater Management

- DEQ conducted a routine MS4 compliance inspection on June 11th to review the City's stormwater practices and documentation. The engineering team attended. Site visits included the Public Works building, Redbud Glen, Mammoth luxury garage, and the WWTP. DEQ recommended updating the City's SWMP to reflect recent infrastructure improvements and emphasized the need for staff training on dry weather testing and illicit discharge response.
- EPA will be conducting a community Compliance Evaluation Inspection on our MS4 program from July 30th - 31st 2025.



Community Development Block Grant

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

Bicycle/ Pedestrian Masterplan Update

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

Rolling Meadows Stormwater

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

- Crafton, Tull & Associates is the engineer for design (30% of design plans are received).



Road Maintenance Project

- The bid for the City of Glenpool Micro surfacing and Crack Sealing project was advertised on April 10th, 2025. The Bids are due May 1st, 2025. **This bid was rejected. Staff will reprogram several maintenance projects to be bid on a future date.**
- Preparing an RFQ for storm drain and sinkhole repairs on Longhorn Avenue

Conference Center & Community Relations

July 2025 Report

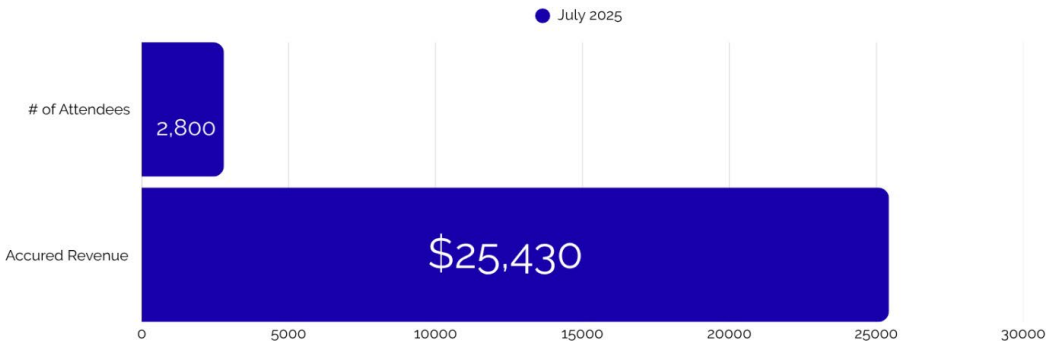
CONFERENCE CENTER

During the month of July, the Glenpool Conference Center hosted a total of 29 diverse events. These included weddings, quinceañeras, baby showers, birthday parties, and several multi-day meetings and trainings. The variety and volume of events continue to reflect the venue's versatility and growing popularity across different event types.

EVENTS TO HIGHLIGHT

One of the most notable events this month was the return of the Muscogee (Creek) Nation Youth Summit. This marked their second annual summit at the facility, and it proved to be a tremendous success. The event welcomed approximately 400 students for a full day of learning, development, and cultural enrichment. The Conference Center team worked closely with event organizers to ensure smooth logistics and a welcoming environment for all attendees.

Overall, July was a strong month in terms of both event count and community engagement. The continued return of repeat clients like the Muscogee (Creek) Nation speaks to the high level of service and experience provided by the Conference Center staff.





Social Media Monthly Stats:

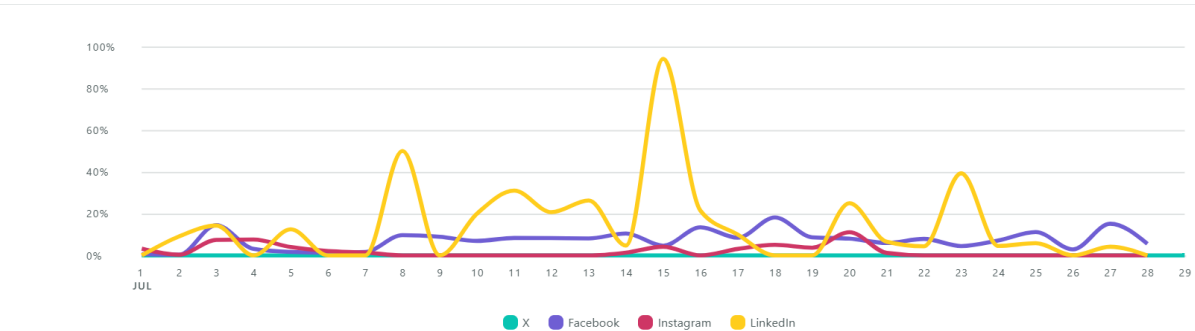
Account	Audience	New Audience	Published Posts	Impressions	Engagements
City	9,642	116	26	185,555	17,196
Conference Center	2,303	9	13	475,634	86
Police Department	2,816	252	6	51,745	16,396
Animal Control	10,219	89	81	162,713	16,722

Top City Social Media Posts:

Glenpool Police Depart... Wed 7/2/2025 5:41 am CDT UPDATE 7:40 PM: all lanes on 151st street are open again. Attention: We are working a fatality auto accident at Peoria and 151st Street. The inbound lanes of Total Engagements: 15,544 Reactions: 475 Comments: 127 Shares: 101 Post Link Clicks: — Other Post Clicks: 14,841	City of Glenpool, Oklah... Thu 7/3/2025 4:20 am CDT 🌟 On This Day in History 🌟 The discovery of the Glenn Pool Oil Field changed the course of Oklahoma and... Total Engagements: 3,597 Reactions: 1,073 Comments: 101 Shares: 216 Post Link Clicks: 1 Other Post Clicks: 2,206	City of Glenpool, Oklah... Thu 7/17/2025 11:46 am CDT Did you know? By 1908, Glenpool's first school enrolled two hundred fifty children and it became Oklahoma's... Total Engagements: 3,383 Reactions: 526 Comments: 86 Shares: 69 Post Link Clicks: — Other Post Clicks: 2,702	City of Glenpool, Oklah... Wed 7/2/2025 5:43 am CDT Important: Total Engagements: 2,303 Reactions: 65 Comments: 49 Shares: 10 Post Link Clicks: — Other Post Clicks: 2,179	City of Glenpool, Oklah... Thu 7/17/2025 5:34 am CDT The weather is finally on our side this weekend—perfect for a morning at the Glenpool Farmers Market! Come out ... Total Engagements: 2,051 Reactions: 163 Comments: 26 Shares: 21 Post Link Clicks: — Other Post Clicks: 1,841	City of Glenpool, Oklah... Wed 7/2/2025 5:01 am CDT We had a blast at Saturday's Red, White & Boom Bash and hope you did too! 🎉 Huge thanks to everyone wh... Total Engagements: 1,396 Reactions: 92 Comments: 1 Shares: 6 Post Link Clicks: — Other Post Clicks: 1,297
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Engagement Rate

See how engaged people are with your posts during the selected time period.



Facebook Public Engagements

	Total Engagements	Public Engagements per Post
Your Average	3,336.00	128.31
Competitor Average	2,110.67	51.27
1 City of Owasso, OK ...	6,746	54.40
2 City of Glenpool, ...	3,336	128.31
3 City of Jenks - Muni...	2,539	70.53
4 City of Coweta	1,966	50.41
5 City of Sand Spring...	627	89.57
6 City of Sapulpa Gov.	559	25.41
7 City of Bixby - Muni...	227	11.95

Information Technology

Phone System Update

The final steps for the new 3CX phone system are currently underway. We will collaborate with BTC, our current vendor, to port all phone numbers on Friday, August 1st. Training sessions are scheduled for Thursday, July 31st.

The new phone system comes with a variety of features designed to enhance phone performance for all employees. It will also enable us to make and update changes in-house. These additional features will improve the experience of incoming calls to the City of Glenpool, resulting in shorter on-hold times and better call routes.

Cyber-Security Grant

With the award of the Cyber-Security Grant, we were able to replace the current aged server. This project has been completed with no problems.

Security System Upgrade

The security system upgrade has begun, focusing on public safety, as security cameras are required to house inmates. We expect all sites to be completed by the end of October 2025.

Future Projects

IT is currently engaging with five different software vendors to assess our needs, which have evolved since Tyler Incode.

Website Redesign

Lea Ann and I had our kick-off meeting with our current website host, CivicPlus. I will be working closely with Lea Ann during the website refresh, and I'm really excited to start this project. This refresh is included in our agreement, so there will be no additional charge.

Economic Development/Grants

Business, Retention, & Expansion (BR&E)

Morning BREW: The July 17th gathering, hosted by the Glenpool Chamber and Curtis Evans of the Brian Frere Team – Keller Williams Realty, and supported by the city, brought together local **business** leaders for coffee, connection, and conversation. Attendees shared recent business and personal wins while networking with new faces. We also incorporated Mentimeter, a web-based tool that allows participants to use their phones to respond to live questions displayed on the screen—encouraging input and group discussion.



Key takeaways included:

- When asked about the biggest challenge facing their business, responses ranged from staffing and visibility to rising costs, time management, and marketing strategy.
- On what supports they'd like to see more of, participants mentioned marketing assistance, networking opportunities, community-wide promotion, and workforce development programs.
- In response to how they learn best, attendees highlighted collaborative problem-solving, interactive sessions, and opportunities to ask questions and engage with others.

This was great feedback that the Chamber and Economic Development can use to guide future planning and better support our business community.

Next Morning BREW: Wednesday, August 21st from 7:30 to 9:00 a.m. at Roast House Coffee.



The Glenpool Economic Development Team is a newly formed, collaborative team focused on strengthening relationships with local businesses and supporting long-term economic growth. Our mission is to conduct regular outreach, identify business needs, and connect employers with valuable resources through a formal Business Retention and Expansion (BRE) program.

- The committee—made up of local, regional, and state partners—meets monthly and conducts structured business visits to listen, learn, and offer support. In June, the team received BRE training from Charlotte Howe with the Oklahoma Department of Commerce, covering best practices in interviewing, confidentiality, and strategies for building lasting business partnerships.
- At our July 10th meeting, the team reviewed quarterly goals and timelines, selected the first group of businesses for survey interviews, and assigned teams of two for the visits. The meeting concluded with a shuttle tour of the selected Glenpool businesses.

New Business/Sites

- Housing Study – Proposal Presentations Scheduled: After reviewing submissions, we have selected five companies specializing in housing studies to present their proposals during late July and early August. The presentations will be reviewed by the City’s Development Services team, senior leadership, and Economic Development. We aim to recommend a firm by the end of August to guide Glenpool’s future housing strategies.
- Coordinated and participated in a meeting with Glenpool landowner and business leader to discuss potential development ideas, including housing and mixed-use construction.
- On July 22, I met with our OG&E representative to review potential development sites, discuss available services to help prepare land for incoming RFPs, and learn more about OG&E resources that support site readiness.
- RFP (Request for Proposal) Submissions – We received 49 RFPs through “Tulsa’s Future” in 2025 and submitted 3.

Travel/Training/Misc:



- Joe Wuest and Chad Coomer attended the **NORA (Northeast Oklahoma Regional Alliance) Housing Summit** in Claremore on July 15, a (1) one day event bringing together community leaders, housing professionals, and industry experts to explore innovative approaches to rural housing development through panels, success stories, and action-focused discussions. After hearing about Claremore’s housing innovations during the summit, the COO and I took time to connect with their Economic Development leaders and informally toured several of the city’s housing solutions developed to meet growing demand. The summit was well-timed as we are preparing to select a firm for Glenpool’s upcoming Housing Study.



- Attended the Tulsa Regional Chamber’s **State of the Workforce & Talent** event on July 17, where state and industry leaders outlined key trends shaping Oklahoma’s workforce—highlighting the importance of upskilling, technical education, and strategic investment in talent to support future economic growth in Glenpool and the region.
- On July 16, the Public Works Director and Chad Coomer met with a local consultant to discuss a potential tourism project.
 - Provided an overview and training materials for (2) two new members of the Economic Development Team to support onboarding and alignment with current initiatives.
- Participated in the **Tulsa’s Future Regional Partner Virtual Meeting** on July 24 to discuss renewable energy projects and engage in regional conversations around opportunities and trends in this sector.
- Met with a Glenpool school administrator to discuss ways to support student workforce experiences, promote school needs, and explore partnership opportunities between the schools, local businesses, and Economic Development.
- Participated in an introductory lunch meeting with Oklahoma Natural Gas’ new representatives to strengthen relationships and support coordination on utility needs for prospective and new development sites.

Grants and Special Projects

- Agenda items for 8/4/2025 council meeting
 - US Dept of Justice OVW FY 2025 Enforcement of Cybercrimes Grant application, approval to apply (consent agenda).
 - INCOG STBG FY 25-26 contract agreements, approval to sign (regular meeting agenda).
- Grants Summary July 2025
 - 2024 STBG street widening grant (for Elwood) awarded last year from ODOT in the amount of \$677,160. The signed contract was received on 1/7/2025 and on 1/13/25, now awaiting finalization of contracts with Poe. Notice to proceed expected August 2025.
 - INCOG CDBG Grant was approved on 12/2/2024 to repair sinkholes at 145th and Kendalwood BLVD in the amount of \$120,143. Signatures were received from City and from the County on 2/14/2025. The scope of the project changed in April, and an extension contract was signed on July 7th and returned from INCOG with county signatures on July 14th. Bid advertisements are expected later July 2025. [23 - Agreement Renewal - INCOG - Glenpool CMF# 20251428 \(1\)](#)
 - OK Homeland Security State and Local Cybersecurity Program grant in the amount of \$14,057 was approved on 12/20/24. Able to replace the server with the PD. Terms and conditions signed on 4/21/2025. Debra Wood is in the process of equipment purchase as of 7/28/2025.
 - FY 2025-2026 Transportation Alternatives & FY 2022-2026 CRP. \$1,500,974 awarded with a 20% match. Application submitted on 1/13/25 for completing sidewalk projects on Elwood and 141st, and Peoria Ave. Approved on 3/19/2025. Awaiting contracts from ODOT as of 7/28/2025.
 - Recreational Trails Program Grant 2025 submitted 1/31/2025: 80% reimbursed up to \$300,000, with a total project cost of \$564,188.83. This is for trails/parking lot/bridges at the new Morris Park Disc Golf and Nature Trails Park. Approvals to be sent out by the end of July-early August.
 - Opioid Grant 2025: Application submitted June 13th in the amount of \$203,303.26 in collaboration with Mercy Regional EMS for a First Watch System benefiting 6 counties. Awaiting approval/denial as of 7/28/2025.
 - DEQ - Collection Event Grant FY26: Application submitted February 28, 2025. Application approved on 4/14/2025 for \$20,350 for the Spring Collection Event in 2026. The contract, PO, and the grant guide was received on 7/21/2025.
 - SAFE Oklahoma Grant: \$71,330.91 was submitted on 7/9/2025. This will be for a drone and a UAV (drone), an ATV, and five police cruiser laptops. Awaiting approval/denial as of 7/28/2025.
 - Keep Oklahoma Beautiful Roadside and Environmental Beautification grants were approved in the amount of \$3700 on 2/26/2025, and check received 3/7/2025. Emily, Landscape Manager, has started the projects as of 7/28/25 but are not completed.
 - INCOG STBG FY 26 & 27 submitted March 14th: Three different projects submitted and two were selected on June 18. Contracts received from ODOT on 7/28/2025, to be on next council agenda for signatures. See below for more information:[38919\(04\) Combined Urban Funding Agreement - ODOT Let.pdf](#)
 - Elwood Avenue: 141st to 151st Street Intersection Widening
Federal Funding Awarded: \$3,419,984
 - Elwood Avenue Design: 121st Street to 137th Street
Federal Funding Awarded: \$400,000
 - Keep Oklahoma Beautiful Pollinator Plot Grant (a \$1500 value) was submitted 7/28/2028 to plant a butterfly garden in Morris Park in September 2025.

- Special Projects

- BOOM BASH June 28th: 43 vendors and Food Trucks were at the festival and the most feedback I had, were pleased with the setup and their sales/exposure to the

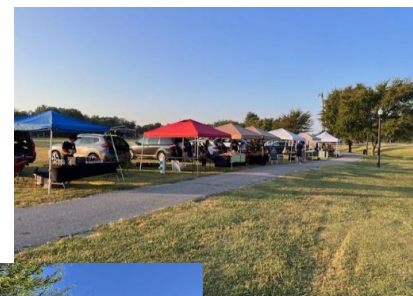
- Thank you emails with a survey for improvement were sent out to all vendors after the event on July 7th.

- Working with PD on getting the drone shots from the event to get crowd size approximations.



- Farmers Market

- For July, the market was finally able to get back out into the field for the 2nd half of the month, this has allowed much easier flow for the set up and tear down for vendors. The first half of the month was still a rainy mess in the parking lot.
 - SNAP and SFMNP acceptance have become very good additions for our community.
 - Average vendor size is 35 vendors per market.
 - Next "event" for the market is a back-to-school event with games and a school supply drive scheduled for August 9th.
 - Attended the NE Region Oklahoma Local Agriculture Collaborative Workshop on July 23, 2025, in Spencer, Oklahoma. The event included farmers, educators, market managers, and community leaders to discuss sustainable urban agriculture, food sovereignty, and community resilience. The day included a farm tour and expert-led sessions on soil health, irrigation, conservation practices, and digital tools for farm-based businesses. The focus was on strengthening local food systems, including farmers markets, and supporting growers through collaboration and education.



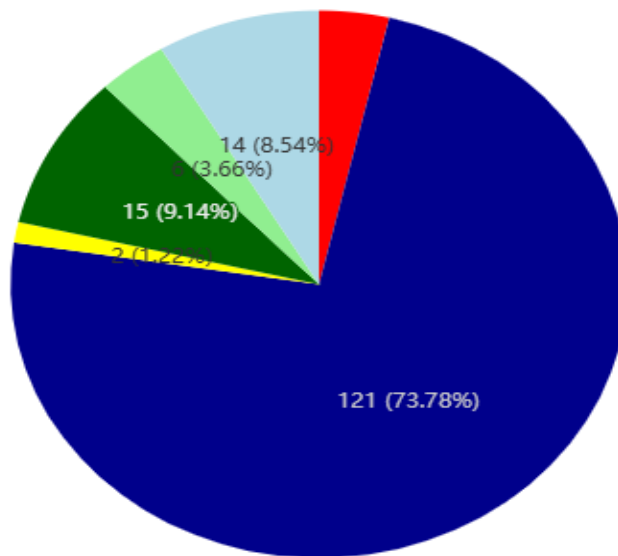
Fire Department

Glenpool Fire Department Operations July 2025

CM Report 6/28/2025-7/24/2025

Run Type	# of Calls	Totals Calls
EMS Runs	121	164
Fire Runs	43	
Overlapping	63	

Total (164)



Incident Type Series

6	1 - Fire
121	3 - Rescue & Emergency Medical Service Incident
2	4 - Hazardous Condition (No Fire)
15	5 - Service Call
6	6 - Good Intent Call
14	7 - False Alarm & False Call
164	

Police Department



STAFFING

- The department has filled their last two officers' positions. Officer Xavier Gray and Officer Thomas McKinzie started on July 21st and are currently in FTO.
- Pictured on your left, two officers graduated CLEET on July 18th. Officer Munoz and Officer Jarret Huggard. We are currently working their assigned shifts.
- The communications division is currently fully staffed.

HEADLINES

- The police department has officially joined the regional SWAT team, and three officers have secured a spot on the team. The Street Crimes Unit has been filled, and those officers have begun team training.
- The department purchased a 2025 Can-Am side by side with budgeted funds. The side by side has been outfitted with lights and sirens. We will have the decaling installed at a later date. This piece of equipment will be utilized in various capacities, including community events and searches.

- Corporal Brandon Haefner has been promoted to Sergeant and is now the Sergeant is on the evening shift.
- The new camera and access control has been started at the Police Department and Utility Billing. They will move to public works and the Conference center in the next few weeks.



TRAINING

- Glenpool is currently hosting the FBI Internal Affairs class.
- The department has four officers attending and more than fifteen agencies are participating



June 30-July 29, 2025

Calls for Service	1379
Arrest	27
Collisions	36
Alarm Calls	47
Animal Control	108
Burglary	5
Disturbance	10
Domestic	15
Fraud	5
Harassment	3
Larceny	16
Loud Noise	14
Motorist Assist	29
Suspicious Activity	23
Threats	4
Traffic Stops	488

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

OUR CORE VALUES

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

Savor
the journey.

Make learning a **habit**.

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





MINUTES
City Council Regular Meeting
Monday, July 21, 2025 Council Chambers 6:00 PM

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

COUNCIL ABSENT: Chris Brobst

STAFF PRESENT: David Tillotson
Lesli Smith
Lea Ann Reed

STAFF ABSENT: Joe Wuest

- A) Call to Order - Joyce G. Calvert, Mayor**
Mayor Calvert called the meeting to order at 6:02 p.m.
- B) Roll Call, Declaration of Quorum – Lesli Smith, City Clerk; Joyce G. Calvert, Mayor**
Lesli Smith called the roll; Mayor Calvert declared a quorum present. Jana Burk, Attorney, of Rosenstein, Fist & Ringold, were also in attendance.
- C) Invocation –Pastor Akilas Abraham of Bethel India Christian Assembly in Glenpool**
Councilor Shayne Buchanan gave the invocation.
- D) Pledge of Allegiance – Joyce G. Calvert, Mayor**
- E) Management Report**
No formal information was presented during the City Manager’s report.
- F) Mayor Report – Joyce G. Calvert, Mayor**
No formal Mayor's Report was given; however, Mayor Calvert expressed her appreciation for the growth and positive community atmosphere evident at the weekly farmer’s market.
- G) Council Comments**
There were no council comments.

H) Public Comments

There were no public comments.

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

- 1) To approve the minutes from the July 7, 2025, meeting.
- 2) To approve the FY 25-26 Budget Amendment CITY-01, increasing General Fund revenues and associated expenditures for the OHSO Grant previously accepted by City Council on July 7, 2025.
- 3) To approve Resolution 2025012, a resolution authorizing the City Manager to finalize and execute a Lease Purchase Agreement for equipment with Bank of Oklahoma.

Moved by Jacqueline Triplett-Lund, seconded by Shayne Buchanan

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

Prior to this motion and vote Councilor Shayne Buchanan requested that consent agenda item number three be removed from the consent agenda.

To approve consent agenda items 1 & 2 only.

CARRIED.

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

- 1) Prior to the motion and vote, Councilor Shayne Buchanan expressed his appreciation to Finance Director Josh Brannon for his efforts in securing the lowest possible interest rate, thereby achieving cost savings for the city.

To approve Resolution 2025012, a resolution authorizing the City Manager to finalize and execute a Lease Purchase Agreement for equipment with Bank of

Oklahoma.

Moved by Shayne Buchanan, seconded by Jacqueline Triplett-Lund

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

To approve Resolution 2025012, a resolution authorizing the City Manager to finalize and execute a Lease Purchase Agreement for equipment with Bank of Oklahoma.

CARRIED.

K) Scheduled Business

- 1) Discussion and possible action to approve or deny a quote for the purchase of a 2024 Vermeer S925TX Skid Loader from Vermeer Great Plains in the amount of \$41,775.22 using the 01-6-14-6333 capitol purchase fund.
(Jesse Hale, Public Works Director)

Public Works Project Manager Sarah Griffin delivered the presentation to the Mayor and Council on behalf of Jesse Hale. Ms. Griffin also addressed any questions from the Mayor and Council during and following her presentation.

Moved by Joyce Calvert, seconded by Shayne Buchanan

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

To approve a quote for the purchase of a 2024 Vermeer S925TX Skid Loader from Vermeer Great Plains in the amount of \$41,775.22 using the 01-6-14-6333 capitol purchase fund.

CARRIED.

L) Adjournment

The meeting was adjourned at 6:09 p.m.

Memo

To: Honorable Mayor and City Council
From: Max Wilson, Deputy Fire Chief
CC: File
Date: 07/29/25
Re: Front Apron Replacement at the Public Safety Building Acct # 01-6-06-6333

Background:

The Fire Department was previously granted budget approval not to exceed \$80,000.00 for the replacement of the front concrete apron at the Public Safety Building. The scope of work includes the complete removal and replacement of approximately 7,200 square feet of concrete at the facility.

In accordance with procurement practices, staff solicited estimates from the City's current vendors as well as an additional local contractor. Three estimates were received; one additional vendor did not respond.

Staff Recommendation:

Based on review of the estimates submitted, staff recommends awarding the contract to L.A.M. Construction LLC for their proposal in the amount of \$73,400.00. Funding for this project will be provided from GL Account # 01-6-06-6333.

Attachments:

L.A.M, Construction LLC	\$73,400.00
JonLen Concrete (Johnny Shelton)	\$85,700.00
Southstone Construction	\$98,700.00



Job name: Glenpool Fire Department
 Location: 14536 S Elwood Ave, Glenpol, OK
 Date of submittal: ASAP
 Revision: 1

Sales Tax Included: No
 Proposal Type: Estimate

We appreciate the opportunity to submit an estimate for this project. This proposal is based on the plans and specifications provided for the scopes of work shown below.

Plans Provided: No Dated:
 Geotechnical Report Provided: No Dated:
 Addenda Acknowledged:

Site Concrete				
Description	Quantity	Unit	Unit \$	Proposed Total
Mobilization & Travel	1	EA	\$ 800.00	\$ 800.00
Site Demolition	1	LS	\$ 11,600.00	\$ 11,600.00
8" Concrete Paving	7,100	SF	\$ 8.34	\$ 59,200.00
Caulking	850	LF	\$ 2.12	\$ 1,800
Site Concrete Subtotal:				\$ 73,400.00

Project Total: \$ 73,400.00

Please note that these estimates are based on normal working hours and conditions. If any unexpected circumstances should arise during construction, modifying the expectations of our service, we will discuss additional fees.

L.A.M Construction, LLC carries worker's compensation and general liability insurances. Certificates of coverage will be supplied upon acceptance of the quote.

Please reach out if you have any questions or concerns.

Standard Notes and Exclusions unless otherwise noted above:

- 1) Rock excavation excluded. Should rock excavation be required, rate to be negotiated based on field conditions.
- 2) All permits excluded.
- 3) No bonding has been included unless otherwise noted. This includes, but is not limited to: bid bonds, performance bonds, maintenance bonds, warranty bonds etc.
- 4) No joint sealants included unless noted otherwise.
- 5) Proposal based on L.A.M Construction, LLC standard labor rates and does not include any special rates including TERO or other.
- 6) Proposal based on standard work hours (Monday-Friday, 7:00am-3:30pm) and excludes overtime, overnight, or other special shifts. Should these be required L.A.M Construction, LLC to be compensated accordingly.

2605 W 45th St. Tulsa, OK 74037

L.A.M CONSTRUCTION, LLC

918-519-7096

- 7) Waterproofing excluded.
- 8) Proposal valid for 30 Days from Date of Submittal, after which L.A.M Construction, LLC reserves the right to adjust price to account for material, labor, and equipment escalations.
- 9) Excludes groundwater remediation such as pumping, chemical treatment, float rock, removals, etc.
- 10) Excludes all structure demolition unless otherwise noted.
- 11) Due to material shortages across the industry please expect lead times ranging from 3-8 weeks from time of approved submittals are received. This is beyond L.A.M Construction, LLC control.
- 12) Survey provided by others as requested by L.A.M Construction, LLC for each individual scope of work at no cost to L.A.M Construction, LLC.
- 13) Geotechnical Services provided by others as needed for L.A.M Construction, LLC to complete accepted scopes of work at no cost to L.A.M Construction, LLC.
- 14) Excludes SWPPP and or the maintenance of the SWPPP

L.A.M Construction, LLC
Estimator
Sincerely,



Mason Rauch
712-790-9042

L.A.M Construction, LLC
Managing Member
Sincerely,



Jason Wyckoff
918-519-7096

3:43

📶 94



Sorry Max, I didn't forget you today. Im sick and haven't been able to shake it off today

Your good
Anytime next week is fine

Ok thank you

Thu, Jun 26 at 9:30 AM

Johnny Shelton DBA JonLen
Concrete
Bid to Max Wilson Glenpool Fire
Department
Tear out and replace approx 7196
sq ft concrete paving.
Includes tear out and removal ,
replace with 8" 3500 psi concrete
with #4 rebar 18" on center each
way.
Total labor and materials.
\$85,700.00

Okay thank you

You're welcome and thank you

The sender is not in your contact list.

[Report Junk](#)



Text Message • SMS





Job name: Fire Dept Driveway Repair
 Location: Glenpool, Oklahoma
 Date of submittal: 6/17/2025
 Revision: 0

Sales Tax Included: Yes
 Proposal Type: Estimate

We appreciate the opportunity to submit an estimate for this project. This proposal is based on the plans and specifications provided for the scopes of work shown below.

Plans Provided: Yes Dated:
 Geotechnical Report Provided: Yes Dated:
 Addenda Acknowledged:

Fire Dept Driveway Repair				
Description	Quantity	Unit	Unit \$	Proposed Total
Mobilization	1	LS	\$ 1,000.00	\$ 1,000.00
Remove and Dispose Concrete Paving	6800	SF	\$ 3.50	\$ 23,800.00
8" Concrete Paving w/ Rebar	6800	SF	\$ 7.50	\$ 51,000.00
Pump Truck	1	LS	\$ 2,500.00	\$ 2,500.00
Fire Dept Driveway Repair Subtotal (W/Out Agg. Base):				\$ 78,300.00
8" Aggregate Base M&L	6800	SF	\$ 3.00	\$ 20,400.00
Project Total (W/Agg. Base):				\$ 98,700.00

Please note that these estimates are based on normal working hours and conditions. If any unexpected circumstances should arise during construction, modifying the expectations of our service, we will discuss additional fees.

Southstone Construction carries worker's compensation and general liability insurances. Certificates of coverage will be supplied upon acceptance of the quote.

Please reach out if you have any questions or concerns.

Standard Notes and Exclusions unless otherwise noted above:

- 1) Rock excavation excluded. Should rock excavation be required, rate to be negotiated based on field conditions.
- 2) All permits excluded.
- 3) No bonding has been included unless otherwise noted. This includes, but is not limited to: bid bonds, performance bonds, maintenance bonds, warranty bonds etc. Should a performance bond be required please add 3.5% to our proposal.
- 4) No joint sealants included unless noted otherwise.
- 5) Proposal based on Southstone LLC's standard labor rates and does not include any special rates including TERO or other.
- 6) Proposal based on standard work hours (Monday-Friday, 7:00am-3:30pm) and excludes overtime, overnight, or other special shifts. Should these be required Southstone LLC to be compensated accordingly.
- 7) Waterproofing excluded.
- 8) Proposal valid for 30 Days from Date of Submittal, after which Southstone LLC reserves the right to adjust price to account for material, labor, and equipment escalations.
- 9) Excludes groundwater remediation such as pumping, chemical treatment, float rock, removals, etc.
- 10) Excludes all structure demolition unless otherwise noted.
- 11) Due to material shortages across the industry please expect lead times ranging from 3-8 weeks from time of

Southstone Construction

9226 S. Elwood Ave Suite C, Jenks, OK 74037

918-995-7555



approved submittals are received. This is beyond Southstone's control.

12) Survey provided by others as requested by Southstone for each individual scope of work at no cost to Southstone.

13) Geotechnical Services provided by others as needed for Southstone to complete accepted scopes of work at no cost to Southstone LLC.

14) Pricing is based on award of all scopes.



To: Honorable Mayor and City Council

From: Beth Miller, Grants/Special Projects Coordinator
David Agbetunsin, City Engineer

Date: August 4th, 2025

Re: Discussion and possible action to approve, amend, or deny the following agreement with the Oklahoma Department of Transportation (ODOT) for INCOG STBG Project No. J3-8919(004)IG

Background:

The City of Glenpool was approved for funding under the INCOG STBG program for two transportation infrastructure projects scheduled for FFY 2026–2027. These projects were previously approved by the City Council during the application phase. The attached agreement will formalize the partnership between the City and ODOT for intersection modifications at Elwood Avenue at 141st and 151st Streets. This project is funded through the INCOG Surface Transportation Block Grant (STBG) program - Project No. J3-8919(004)IG / State Job No. 38919(04)

Funding Breakdown-Total Estimated Cost: \$4,274,980

- Federal Share (INCOG STBG): \$3,419,984
- City of Glenpool Share: \$854,996
- The City's matching funds for this project will be paid with a transfer from the City General Funds fund.

The City of Glenpool is responsible for-

- Providing professional engineering services for the development of plans, specifications, and estimates.
- Acquiring all necessary right-of-way and ensuring utility relocations.
- Maintaining the completed infrastructure including traffic control devices, drainage systems, and lighting.
- Complying with all applicable federal, state, and local regulations.

Staff Recommendation:

Staff recommends approval of the agreement and authorization for the Mayor to execute the document on behalf of the City of Glenpool subject to final approval as to form by the City Attorney.

Attachments:

- 38919(04) Combined Urban Funding Agreement

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

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

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

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

www.glenpoolonline.com

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

GLENPOOL: ELWOOD AVENUE AT: 141ST AND 151ST INTERSECTIONS

Project No.: J3-8919(004)IG

State Job No.: 38919(04)(05)(06)(07)

This Agreement, made the day and year last written below, by and between the City of **Glenpool**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
INCOG STBG	08	TULSA	38919(04)	J3-8919(004)IG	INTERSECTION MODIFICATION	GLENPOOL: ELWOOD AVENUE AT: 141ST AND 151ST INTERSECTIONS

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding

participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.5 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private

installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation
Local Government Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, INCOG STBG total estimated cost of **\$3,419,984**, as described below:

FUNDING SOURCE =>			FEDERAL		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
38919(05)	Design -	\$0				\$0
38919(06)	Right-of-Way -	\$0				\$0
38919(07)	Utilities -	\$0				\$0
38919(04)	Construction - (With 6% Inspection)	\$4,274,980	80 up to a limit of	\$3,419,984	Remainder	\$854,996
Total		\$4,274,980	Total=>	\$3,419,984	Total=>	\$854,996

4.2 Furthermore, the Department and the Sponsor agree that actual INCOG STBG costs incurred by project phases (**JP 38919(04,05,06,07)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be

responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this agreement.
- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.

- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
 - 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
 - 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.
- 5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:
- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
 - 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.

- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
 - 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
 - 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
 - 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans, Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.
- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the

project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.

- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

- 1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

- 2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination

prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or

subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

SECTION 8: GOVERNING LAW AND VENUE

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for

any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

- 9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

- 10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

- 11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

- 12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this _____ of _____, 20____, and the Department on the _____ day of _____, 20____.

THE CITY OF GLENPOOL

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY
OF GLENPOOL

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division DATE
Engineer

Director of Project Delivery DATE

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel DATE

Deputy Director DATE



To: Honorable Mayor and City Council

From: Beth Miller, Grants/Special Projects Coordinator
David Agbetunsin, City Engineer

Date: August 4th, 2025

Re: Discussion and possible action to approve, amend, or deny the following agreement with the Oklahoma Department of Transportation (ODOT) for INCOG STBG Project No. J3-8920(004)IG

Background:

The City of Glenpool was approved for funding under the INCOG STBG program for two transportation infrastructure projects scheduled for FFY 2026–2027. These projects were previously approved by the City Council during the application phase. The attached agreement will formalize the partnership between the City and ODOT for the widening and resurfacing of Elwood Avenue from W 121st Street to E 137th Street. This project is funded through the INCOG Surface Transportation Block Grant (STBG) program - Project No. J3-8920(004)IG / State Job No. 38920(04).

Funding Background-

- Total Estimated Cost: \$500,000
- Federal Share (INCOG STBG): \$400,000
- City of Glenpool Share: \$100,000
- The City's matching funds for this project will be paid with a transfer from the City General Fund funds.

The City of Glenpool is responsible for-

- Providing professional engineering services for the development of plans, specifications, and estimates.
- Acquiring all necessary right-of-way and ensuring utility relocations.
- Maintaining the completed infrastructure including traffic control devices, drainage systems, and lighting.
- Complying with all applicable federal, state, and local regulations.

Staff Recommendation:

Staff recommends approval of the agreement and authorization for the Mayor to execute the document on behalf of the City of Glenpool subject to final approval as to form by the City Attorney.

Attachments:

- 38920(04) Combined Urban Funding Agreement

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

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

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

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

www.glenpoolonline.com

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

GLENPOOL: ELWOOD AVENUE FROM: W 121ST ST. TO E 137TH ST.

Project No.: J3-8920(004)IG

State Job No.: 38920(04)(05)(06)(07)

This Agreement, made the day and year last written below, by and between the City of **Glenpool**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
INCOG STBG	08	TULSA	38920(04)	J3-8920(004)IG	WIDEN AND RESURFACE	GLENPOOL: ELWOOD AVENUE FROM: W 121ST ST. TO E 137TH ST.

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established

and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.5 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts

35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation
Local Government Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, INCOG STBG total estimated cost of **\$400,000**, as described below:

FUNDING SOURCE =>			FEDERAL		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
38920(05)	Design -	\$300,000	80	\$240,000	20	\$60,000
38920(06)	Right-of-Way -	\$100,000	80	\$80,000	20	\$20,000
38920(07)	Utilities -	\$100,000	80	\$80,000	20	\$20,000
38920(04)	Construction - (With 6% Inspection)	\$0	80 up to a limit of	\$04	Remainder	\$0
Total		\$500,000	Total=>	\$400,000	Total=>	\$100,000

4.2 Furthermore, the Department and the Sponsor agree that actual INCOG STBG costs incurred by project phases (**JP 38920(04,05,06,07)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor

or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:

- a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
- b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this agreement.
- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.

- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
 - 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.
- 5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:
- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
 - 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
 - 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be

allowed to cease operation without the mutual written consent of the Department and the Sponsor.

- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans, Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment,

specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.

- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the

interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

SECTION 8: GOVERNING LAW AND VENUE

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in

good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this _____ of _____,
20____, and the Department on the _____ day of _____, 20____.

THE CITY OF GLENPOOL

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY
OF GLENPOOL

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division DATE
Engineer

Director of Project Delivery DATE

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel DATE

Deputy Director DATE