NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on September 21, 2020, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

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

AGENDA

			Page
A)	**Call to Order - Timothy Lee Fox, Mayor**		
B)	**Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Timothy Lee Fox, Mayor**		
C)	**Invocation – Rod Baker, NorthStar Church**		
D)	**Pledge of Allegiance – Timothy Lee Fox, Mayor**		
E)	**Proclamation Honoring Gerhard Fischer, D.D.S. - Timothy Lee Fox, Mayor**		
F)	**City Manager Report – David Tillotson, City Manager**		
	1)	CM Report.09212020	3 - 4
G)	**Mayor Report – Timothy Lee Fox, Mayor**		
H)	**Council Comments**		
I)	**Public Comments**		
J)	**Scheduled Business**		
	1)	Discussion and possible action to approve minutes from September 8, 2020 meeting. (Wendy Knight, City Clerk) City Council Regular Meeting - 08 Sep 2020 - Minutes - Html	5 - 10
	2)	Discussion and possible action to approve the Glenpool School District School Resource Officer Agreement for Fiscal Year 2020-2021. (David Tillotson, City Manager) Staff Report - SRO Agreement SRO Contract FY20-21	11 - 16
	3)	Discussion and possible action to approve the Park User Agreement with the Chamber of Commerce for use of the park for BlackGold Days. (David Tillotson, City Manager) Staff Report - Park User Agreement with Chamber Signed User Agreement - BG Days	17 - 26
	4)	Discussion and possible action to deny Change Order No. 002 from Dunham's Asphalt Services for the Warrior Road Rehab Project, Phase II, and said Contractor be assessed liquidated damages at the rate of $250.00/day for a total amount of $7,500.00 as specified in the Construction Contract Agreement with the penalty amount being deducted from the final payment of the project. (Lynn Burrow, Community Development Director)	27 - 37

Warrior Road Change Order No. 2

5) Discussion and possible action to approve Change Order No. 003 from Dunham's Asphalt Services in a total amount not to exceed $9,190.00, for the Warrior Road Rehab Project, Phase II, and to authorize the City Manager to execute the same. (Lynn Burrow, Community Development Director) 38 - 40

09 08 20 Warrior Road Change Order No. 3

6) Discussion and possible action to approve Change Order No. 004 from Dunham's Asphalt Services in a total amount not to exceed $10,855.00, for the Warrior Road Rehab Project, Phase II, and to authorize the City Manager to execute the same. (Lynn Burrow, Community Development Director) 41 - 47

Warrior Road Change Order No. 4

7) Discussion of ideas to improve administrative functions, eligibility for appointment and sustained membership, and development processes as they relate to the Planning Commission and Board of Adjustment. No action will be taken. (Joyce Calvert, Councilor)

8) Discussion and possible action to enter into executive session for the purposes of (**a**) conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to locate within the City of Glenpool if public disclosure of the matter discussed would interfere with the development of products or services or if public disclosure would violate the confidentiality of the business, pursuant to 25 O.S. § 307.C.10. (Open Meeting Act); and (**b**) discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of an individual salaried public employee; to wit, possible amendments to the City Manager Employment Contract, pursuant to 25 O.S. § 307.B.1. (Open Meeting Act). (David Tillotson, City Manager), (Lowell Peterson, City Attorney)

9) Discussion and possible action to reconvene in Regular session. (Timothy Lee Fox, Mayor)

K) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on September 18, 2020, by 4:00 pm.
Signed: Wendy Knight
City Clerk

City Of Glenpool
Creating Opportunity

To: Mayor and Council

From: David Tillotson

Date: September 21, 2020

Re: City Manager Report

COVID-19 (Coronavirus)

Our local active cases grew to a peak of 58 on September 9th. They fell back to 42 by the 13th and are currently at 45 as of the preparation of this report on the 17th. Below is a comparison of the Tulsa Metro cities based on total cumulative cases.

Metro City COVID Cumulative Case Comparison

	Cases as of 9/17/2020	State Rank per Total Cases	2019 Population	Cases per Capita
Claremore	985	9	18,743	5.255%
Collinsville	297	43	7,236	4.104%
Skiatook	295	44	8,052	3.664%
Jenks	742	16	23,767	3.122%
Coweta	308	39	10,032	3.070%
Broken Arrow	2,914	3	110,198	2.644%
Tulsa	10,540	2	401,190	2.627%
Glenpool	363	33	13,936	2.605%
Okmulgee	299	42	11,711	2.553%
Bixby	598	22	27,944	2.140%
Sapulpa	450	25	21,278	2.115%
Sand Springs	417	27	19,905	2.095%
Owasso	756	14	36,957	2.046%
Catoosa	119	87	6,953	1.711%

Average	2.839%
Median	2.616%

Utility Billing

As part of our ongoing effort to provide a better, and easier, customer experience we have added a new feature to our billing capabilities. Everyone who has an email address attached to their billing account can now begin receiving an email to let them know that bills are ready. Included in the email is a link to pay their bill online if they choose.

Over the years we have been told occasionally by customers that they haven't received a bill in the mail. Since we have this new email billing option available, we can help eliminate a customer's concern that they might not receive a bill by mail. However, we do not currently have any plans to eliminate postal delivery of the bills, regardless of a customer's choice to receive an email notice.

I want to thank Tyler Babbit, our Utility Billing Supervisor, and Wendy Knight who oversees the Utility Billing Department as part of her duties for their efforts to improve and expand our customer service experience. We aren't always perfect, but we continue to make great strides in this department because of their efforts and leadership.

Upcoming Events

- Glenpool Community Cleanup – September 26th from 8:00 am – 2:00pm
- BlackGold Days – October 1st – 4th
- Citywide Garage Sale – October 3rd

MINUTES
Regular Meeting
Tuesday, September 8, 2020 Council Chambers 6:00 PM

COUNCIL PRESENT:	Tim Fox Momodou Ceesay Jacqueline Triplett-Lund Brandon Kearns
COUNCIL ABSENT:	Joyce Calvert
STAFF PRESENT:	Susan White Lowell Peterson Wendy Knight John Gonsalves Lynn Burrow Jim Martin
STAFF ABSENT:	David Tillotson

A) Call to Order - Timothy Lee Fox, Mayor
Mayor Fox called the meeting to order at 6:00 p.m.

B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Timothy Lee Fox, Mayor
Wendy Knight called the roll, Mayor Fox declared a quorum present.
Councilor Lund left the meeting at 6:21 p.m.

C) Invocation – Sean Farver, Kirk Crossing

D) Pledge of Allegiance – Timothy Lee Fox, Mayor

E) Police Officer Swearing-In Ceremony – George Miles, Municipal Judge
Judge Miles administered the Oath of Office to Police officers Benjamin "Kevin" Hill, and Brandon Haefner.
Chief Jim Martin also introduced new Animal Control officer Courtney Bonner.

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

Community Development Director's Report 09 08 20

G) Treasurers Report – John Gonsalves, Finance Director

July 2020 Treasurers Report

H) City Manager Report – David Tillotson, City Manager

Assistant City Manager Susan White presented the City Manager Report.

- There will be a Renaissance Faire November 6-8

Chamber Director Sydney Bland gave an update on Black Gold Days which will be held October 1-4.

CM Report.09082020
COVID Charts.08312020
Risk Level by County.07082020
Risk Level by County.08272020

I) Mayor Report – Timothy Lee Fox, Mayor

There was no Mayor report.

J) Council Comments

There were no Council comments.

K) Public Comments

There were no public comments.

L) Scheduled Business

1) Discussion and possible action to approve minutes from August 17, 2020 meeting.
(Wendy Knight, City Clerk)

Moved by Brandon Kearns, seconded by Tim Fox

To approve the minutes as presented.

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

CARRIED.

City Council Regular Meeting - 17 Aug 2020 - Minutes - Html

2) Discussion and possible action to engage Crawford & Associates, P.C. to assist with preparation of Annual Financial Statements for fiscal year ending June 30, 2019.
(Susan White, Asst. City Manager)

Ms. White presented and recommended Council approval of engaging Crawford & Associates, P.C. to assist with preparation of Annual Financial Statements for fiscal year ending June 30, 2019. Quotes were requested from three accounting firms for this purpose, and staff selected Crawford & Associates, P.C. due to their outstanding reputation among municipal accounting firms and a very similar cost.

Moved by Brandon Kearns, seconded by Momodou Ceesay

To engage Crawford & Associates, P.C. to assist with preparation of Annual Financial Statements for fiscal year ending June 30, 2019.

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

CARRIED.

Staff.Report.Crawford.fin.stmts.09.08.20.finaldocx

3) Discussion and possible action to engage Hinkle & Company, CPA to conduct the fiscal year ending June 30, 2020 Annual Audit.
(Susan White, Asst. City Manager)

Ms. White presented and recommended Council approval of engaging Hinkle & Company, CPA to conduct the fiscal year ending June 30, 2020 Annual Audit. The City has utilized the services of the same auditing firm for the past several years. As part of our due diligence to ensure we are receiving the best deal, we seek quotes from various firms every few years. We requested quotes from several auditing firms. Arledge & Assoc., P.C. and Hinkle & Company, P.C. each responded. Hinkle offered a better rate, plus they were highly recommended by another city.

Moved by Momodou Ceesay, seconded by Brandon Kearns

To engage Hinkle & Company, CPA to conduct the fiscal year ending

June 30, 2020 Annual Audit.

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

CARRIED.

Staff.Report.Hinkle.Annual.Audit.09.08.20

4) Discussion and possible action to engage Crawford & Associates, P.C. to review Annual Financial Statements prepared by auditors for fiscal year ending June 30, 2020.
(Susan White, Asst. City Manager)

Ms. White presented and recommended Council approval of engaging Crawford & Associates, P.C. to review Annual Financial Statements prepared by auditors for fiscal year ending June 30, 2020.

Moved by Brandon Kearns, seconded by Momodou Ceesay

To engage Crawford & Associates, P.C. to review Annual Financial Statements prepared by auditors for fiscal year ending June 30, 2020.

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

CARRIED.

Staff.Report.Crawford.fin.stmts.09.08.20.finaldocx

5) Discussion and possible action to approve the OML 2020-2021 Service Fees for Glenpool in the amount of $10,286.96.
(Susan White, Assistant City Manager)

Ms. White presented and recommended Council approval of the OML 2020-2021 Service Fees for Glenpool in the amount of $10,286.96. OML

is a statewide organization representing Oklahoma municipalities both large and small, and they provide a number of services that we can utilize as needed. Additionally, OML provides representation at the state capital with both the governor's office and the legislature.

Moved by Tim Fox, seconded by Brandon Kearns

To approve the OML 2020-2021 Service Fees for Glenpool in the amount of $10,286.96.

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

CARRIED.

OML Annual Fees

6) Discussion and possible action to approve Change Order No. 003 from Dunham's Asphalt Services in a total amount not to exceed $9,190.00, for the Warrior Road Rehab Project, Phase II, and to authorize the City Manager to execute the same.
(Lynn Burrow, Community Development Director)

Moved by Brandon Kearns, seconded by Momodou Ceesay

To table this item. ***Councilor Kearns*** *requested to see totals of the cost, days and weather delays regarding this project at the next Council meeting.*

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

CARRIED.

09 08 20 Warrior Road Change Order No. 3

M) Adjournment

Mayor Fox declared the meeting adjourned at 7:20 p.m.

City Of Glenpool
Creating Opportunity

To: Mayor and Council

From: David Tillotson, City Manager

Date: September 16, 2020

Re: Glenpool Public Schools SRO Agreement

Background:

Glenpool Public Schools has contacted with the City for school resource officers for a number of years. Traditionally they pay 50% of the costs for salaries and benefits for those officers. This contract extends the SRO program for the current school year. The cost this year for the school is $93,775.50.

Staff Recommendation:

Staff recommends approval of the School Resource Officer Agreement with Glenpool Public Schools for Fiscal Year 2020-2021.

Attachments:

- Glenpool School District School Resource Officer Agreement

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

This Agreement ("Agreement") is made and entered into this ____ day of September 2020, between Independent School District No. 13 of Tulsa County, Oklahoma ("Glenpool School District") and the City of Glenpool ("City").

WHEREAS, the Glenpool School District and the City desire to enter into an agreement for the funding of two (2) City police officers to serve as School Resource Officers ("SRO") for the Glenpool School District for the 2020-2021 academic year; and

WHEREAS, the Glenpool School District desires to obtain drug dog services so that drug dog searches may be performed on Glenpool School District property; and

WHEREAS, the City desires to provide drug dog services, through one or more mutual aid agreements, to the Glenpool School District to the fullest feasible extent, pursuant to the terms of this Agreement and in accordance with current developments in the laws and cases interpreting the Fourth Amendment to the United States Constitution pertaining to search and seizure.

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

I. Consideration for the Agreement

1. The Glenpool School District agrees to fund up to one-half of the currently paid salary and all related employee benefits of two (2) SROs for any given academic year in which an SRO is assigned to the duties set forth in this Agreement. For the Glenpool officers designated as SROs for academic year 2020-2021, one-half support equals $93,775.50.
2. The City agrees to invoice the Glenpool School District from the City Finance Department. Once-half of the total billing for the academic year (i.e. ($46,887.75) shall be paid by the Glenpool School District no later than January 14, 2020, with the balance due no later than June 30, 2020.
3. The City agrees to administer all payroll functions with respect to payment of the SRO.

II. Qualifications and Duties of an SRO

1. The City, through the Glenpool Police Department, will screen any officer to be used as an SRO in the program and will be responsible for assuring his or her

qualifications and training.

2. The City agrees to provide such basic training as may be needed for the SRO without further charge to the Glenpool School District.
3. The SROs' duties will include:
   a. Enforcing the laws of the State of Oklahoma and ordinances of the City of Glenpool while on school property;
   b. Serving as an advisor to the Glenpool School District on issues of law enforcement;
   c. Serving as a liaison to other support agencies, including the Glenpool Municipal Court, as appropriate within the scope of the SROs' duties;
   d. Subject only to informal agreement among the assigned SROs, the Glenpool Police Department and the Glenpool School District regarding frequency, schedule and subject matter, serving as an instructor to the Glenpool School District staff and students on law-related issues;
   e. Subject to separate written agreement regarding frequency, schedule and scope of any proposed search, serving as liaison to any agency or police department that agrees to provide K-9 Unit services pursuant to this Agreement; and
   f. Subject to availability and scheduling, providing traffic control assistance on public streets adjacent to Glenpool Public School's various school buildings to facilitate better traffic flow during peak traffic hours.

III. <u>Dog Search/K-9 Provisions</u>

1. Drug dog services will be coordinated and facilitated by the Glenpool Police Department, depending on the availability of K-9 Unit services (including dog and handler) through one or more interagency mutual aid agreement(s).
2. Drug dog searches will be coordinated and facilitated by the Glenpool Police Department on dates to be agreed upon by the parties and set in writing by the Superintendent and/or Site Administrator in conjunction with the Glenpool Police Department. It is essential that dates, the frequency of visits and the scope/purpose of the search for scheduled searches be agreed upon in writing in advance. In addition to scheduled searches, and dependent on canine availability, emergency drug dog searches may be provided by the Glenpool Police Department upon sufficient notice from the Superintendent and/or Site Administrator.
3. The only additional cost to the Glenpool School District for such drug dog services as may be provided by the City, over the consideration amount provided by Section I above, is any actual cost incurred by the City for the provision of such services. It is anticipated, but not promised, that there will be no additional charge for drug dog services. If any instance of providing the services of a K-9 Unit will result in an additional charge, the City agrees to notify the Glenpool School District of such charge as part of negotiating the supplemental agreement referenced in subsection C.2., thereby giving the Glenpool School District the

opportunity to decline such services.

4. Except under exigent circumstances, each sniff search involving a drug dog shall last no longer than one hour and shall include all school property identified by the Superintendent and/or Site Administrator to be searched. Areas may include, but are not limited to, locker areas, restrooms, classrooms, parking areas, schoolyards and any other areas where prohibited substances could be stored, hidden, placed or found.
5. The drug dog shall sniff areas and not individual persons. However, if the drug dog alerts on an individual person, an appropriate Glenpool School District administrator will be immediately notified for a possible follow-up search based on reasonable suspicion.
6. Any drug dog involved in a sniff search that is used to provide services under this Agreement must conform to the following requirements:
    a. The drug dog and the K-9 handler of the dog used must be properly certified under Oklahoma State law;
    b. The drug dog will be handled only by a qualified K-9 handler with which the drug dog has been certified;
    c. The K-9 handler must maintain proper training and working logs for the drug dog;
    d. The drug dog must be experienced and shown reliable in alerting on prohibited substances;
    e. The K-9 handler of the drug dog must be experienced and shown reliable in recognizing alerts by the drug dog the handler is handling;
    f. The drug dog must be trained using actual prohibited drugs and not using "pseudo-drugs"; and
    g. The drug dog must be trained to alert on at least the following substances: marijuana, cocaine, heroin, methamphetamines, and by-products of the listed substances.
7. The Glenpool School District shall identify the City of Glenpool as an additional insured on its general liability insurance, shall provide the City a copy of the declaration page verifying such addition and, to the extent allowed by law, shall waive any claim for liability against the City for any damage to property that may occur during the course of a search authorized by this provision, regardless of whether such damage shall be allegedly or actually caused by the drug dog engaged in the search.
8. The following is a chronology of steps that shall be followed during a routine (non-emergency) authorized drug dog search:
    a. The Superintendent or Site Administrator will negotiate a schedule of one or more drug dog searches with the Glenpool Police Department as part of the written agreement referenced in Section C.2.;
    b. Glenpool Police Department will, when fully possible, ensure that a certified dog is available through one or more mutual aid agreements to provide the trained and certified K-9 Unit and will oversee the search;
    c. If no certified drug dog is available on a date scheduled for a drug dog search,

the Glenpool Police Department will arrange an alternative date or dates until a dog has been made available and a search is performed;

d. If there is no positive alert, the search shall be terminated. If there is a positive alert from the K-9 Unit, the SRO and/or school officials shall proceed with the next steps;
e. A positive alert establishes probable cause for the police officer conducting the search and meets the reasonable suspicion standard applicable to a school official to authorize a search of the student;
f. A duly authorized school official shall then conduct a warrantless search of any property or student as to which the dog alerted, in accordance with school board policy and any applicable law, and shall accept all liability for such compliance;
g. The student, if contraband is found, will be subject to normal school disciplinary procedures as well as such criminal action as municipal, state or federal law may permit or require;
h. The police officer conducting the search will seize the contraband for destruction or to be retained as evidence, as applicable;
i. If a duly authorized school official requests criminal prosecution of the offending student, the Glenpool Police Department will forward all investigative reports to the office of the City Prosecutor and/or the Tulsa County District Attorney's office, depending on the nature and quantity of the contraband or aggravating circumstances. In this event, the contraband will always be retained as evidence.

9. A written report will be provided by the SRO to the Glenpool School District after each search providing the details of the search and its results. In addition, if the Glenpool School District is involved in any type of legal, administrative or other proceedings, including, but not limited to, administrative hearings, due process hearings, mediations, arbitrations or litigation involving a search performed pursuant to this Agreement, the City agrees to cooperate voluntarily with the Glenpool School District, free of charge, including, but not limited to, providing documents, testimony or affidavits from the SRO or any other employees of the City, as needed and appropriate.

IV. Miscellaneous Provisions

1. This Agreement is for the 2020-2021 academic year only and will expire by its terms on June 30, 2021.
2. This Agreement shall constitute the entire agreement of the parties and may only be modified in writing signed by both parties.
3. Any renewal of this Agreement shall require adoption by the City Council of the City and the Board of Education of the Glenpool School District and the mutual execution of a subsequent written agreement.
4. If either party desires to terminate this Agreement, the party desiring to

terminate must give thirty days calendar notice to the other party of its decision to terminate the Agreement. If terminated by either party the Glenpool School District will be obligated for a pro rata payment to the City of only those school days for which the City provided the SROs and related services to the Glenpool School District.

5. The laws of the State of Oklahoma shall govern this Agreement.

WHEREFORE, the parties hereunto set their hands and seals.

INDEPENDENT SCHOOL DISTRICT NO. 13
OF TULSA COUNTY, OKLAHOMA

_____ _____
President of the Board of Education Clerk of the Board of Education

_____
Date

CITY OF GLENPOOL

_____ _____
Timothy Lee Fox, Mayor Wendy Knight, City Clerk

_____
Date

APPROVAL AS TO FORM:

_____
Lowell Peterson, City Attorney

City Of Glenpool
Creating Opportunity

To: Mayor and Council

From: David Tillotson, City Manager

Date: September 16, 2020

Re: Park User Agreement with Chamber

Background:

The City Council has approved a Park User Agreement for the use of BlackGold Park by the Chamber of Commerce for BlackGold Days for the past several years. This agreement includes a new section requiring the Chamber to have a written plan to address COVID issues like social distancing, sanitation, compliance state and local regulations and CDC guidelines, etc. The Chamber has viewed this section and indicated they are comfortable with the changes.

Staff Recommendation:

Staff recommends approval of the Park User Agreement with the Chamber of Commerce.

Attachments:

- Park User Agreement

CITY OF GLENPOOL
PARK AND RECREATION FACILITY USER AGREEMENT

[INCLUDING ALCOHOLIC BEVERAGE SERVICE and COVID-19 PROVISIONS]

This Park and Recreation Facility User Agreement ("**Agreement**") is between the City of Glenpool, Oklahoma, a municipal corporation, 12205 S. Yukon Avenue, Glenpool, Oklahoma 74033 ("**City**") and the Glenpool Chamber of Commerce, a qualified 501(c)(6) non-profit organization (Business League) with its mission to promote business and the general welfare in the City of Glenpool ("**User**").

Section 1. Grant of User License. By this Agreement, the City grants an exclusive license to User to use the entirety of that portion of land and improvements located in the City commonly known as BlackGold Park (the "**Premises**"), including all structures, fixtures, playing surfaces, all stands or bleachers, splash pad, pavilion, playscapes, skateboard arena, associated concession stands, storage building, restrooms and any related improvements ("**Facilities**"), as illustrated on **Exhibit A** hereto and incorporated herein for the following:

Dates: Oct. 1-4, 2020 and Sept. 30 for setup
Hours: 12:00 a.m. – 11:59 p.m. throughout

Exclusively and solely for the designated purpose of sponsoring and/or operating an event known as BlackGold Days (the "**Event**"). The Event includes but is not limited to the operation of location(s) designated for the sale and service of Alcoholic Beverages as defined in and governed by Section 7 below.

Section 2. Capacity; Crowd Control. User's best estimate of the number of attendees/guests at the Event on the designated dates and peak hours as follows:

Dates	Peak Hours	Anticipated Crowd Size
Sept. 30	9 a.m. – 3 p.m.	12 – 20 persons for set-up only
Oct. 1	5 p.m. – 10 p.m.	500
Oct. 2	5 p.m. – 11 p.m.	3,000
Oct. 3	8 a.m. – 11p.m.	4,000
Oct. 4	1 p.m. – 6 p.m.	1,000

User is responsible for taking reasonable measures to minimize potential traffic flow problems at the Premises during the Event. The Premises have a curfew of 11 p.m. Curfew may be extended by consent of the City Manager or his designee for adult use only to accommodate User's

requirements. No minors (persons under the age of 18 years) will be allowed on the Premises after 11 p.m. under any circumstance, whether or not accompanied by an adult. No persons under the age of 21 years will at any time be allowed in space(s) designated for the sale and/or service of Alcoholic Beverages.

Section 3. Inclement Weather/Public Safety Cancellations. City staff, in consultation with the User, reserves the right to close the Premises and cancel any or all activities related to the Event when City staff determines that, due to inclement weather or other adverse conditions, public safety or preservation of the Premises is threatened. Any determination as to whether the Event or any part of the Event should be cancelled due to adverse conditions will be communicated at the earliest feasible opportunity. In all cases, such determination will be made, or not, in the sole discretion of one or more authorized City personnel. This section shall not limit the right or authority of the User to make an independent decision to cancel all or any part of the Event based on a reasonable belief that cancellation is warranted by any unforeseen event and that User might risk liability for its failure to do so.

Section 4. Event Open to Public. Except as otherwise provided with respect to the service of Alcoholic Beverages, the public will be invited to attend and participate in the Event. User shall assume all liability for claims or damages to persons or property resulting from the Event and shall comply with the insurance requirements set out in Section 18. User also agrees to ensure that no one under the age of 21 years is permitted in designated areas where Alcoholic Beverages may be served.

Section 5. Waiver of User Fee. The Park and Recreation Facility User Fee normally required for reserving exclusive use of any City park or other facility is waived for this Event.

Section 6. Operation of Concession Facility. User anticipates that the Event will include a variety of concession stands and therefore will not operate the on-site concession facility owned by the City during the Event. Whether the concession facility will be operated by a third-party vendor in a contractual relationship with the City is a decision left to the sole discretion of City personnel.

Section 7. Alcoholic Beverages During Event. User expects that "Beer" as defined in Section 1-103(5) and "Wine" as defined in Section 1-103(67) of the Oklahoma Alcoholic Beverage Control Act at Title 37A of the Oklahoma Statutes, and no other alcoholic beverages as defined in subsection (3) thereof, ("**Alcoholic Beverages**") will be available for purchase/dispensation during the Event at ***only*** the following designated locations and only during the stated hours:

Dates	Hours of Sales/Service	Designated Locations
Oct. 1	1 p.m. – 11 p.m.	Entertainment Tent
Oct. 2	1 p.m. – 11 p.m.	Entertainment Tent
Oct. 3	1 p.m. – 11 p.m.	Entertainment Tent

User is responsible to comply, and ensure that its guests comply, with all applicable federal, state, and local laws and regulations pertaining to the possession, distribution, and consumption of Alcoholic Beverages in the State of Oklahoma. If Alcoholic Beverages are to be sold or given away to guests at the Event, such Alcoholic Beverages shall only be sold or given away by an organization or individual licensed by the State of Oklahoma to do so. User and its vendor(s) shall comply with all applicable rules and regulations promulgated in accordance with the Oklahoma Alcoholic Beverage Control Act as amended and codified at Title 37A of the Oklahoma Statutes.

Prior to the Event, User shall provide to the City a copy of the Alcoholic Beverage license(s) and liability insurance certificate(s) for all persons or organizations that will be selling or giving away Alcoholic Beverages. Additionally, **User [or User's third-party vendor(s)] shall provide sufficient security for the Event, at User's [or such third-party vendor(s)'s] sole cost, to ensure the safety and well-being of guests at the Event as well as the safety and security of the Premises and Facilities.** User accepts full liability and responsibility for all damages to property and/or injuries to persons during the Term of the Event that are in any way related to use of the Premises by persons consuming Alcoholic Beverages.

Although Alcoholic Beverages purchased/served at the designated locations may be consumed elsewhere on the Premises, Alcoholic Beverages will not be permitted to leave the Premises under any circumstance. User or its third-party vendor(s) may bring in and remove products and equipment as necessary for the service of Alcoholic Beverages from the Premises during or at the conclusion of the Term of this Agreement, as defined in Sections 1 and 8.

**** NOTE: User must submit at Exhibit B: (1) Approved Application for permit to serve Alcoholic Beverages at City Park; (2) Oklahoma Tax Commission License/Permit**

Section 8. Term of Agreement. This Agreement shall commence and be effective on and during and terminate on the times designated in Section 1 (the "**Term**") unless sooner terminated in accordance with the terms and conditions of this Agreement. Such Term shall not be extended without express written approval by the City.

Section 9. Restrictions on Alteration of Premises. Premises shall remain property of the City and may not be modified, altered, or destroyed without the prior written permission of City. Further, no improvements, structures or fixtures of any kind may be built or brought upon said Premises without the prior written permission of City and in accordance with terms and conditions to be recorded by separate agreement: ***provided that*** the parties agree that certain equipment, rides, games and other temporary improvements, structures or fixtures necessarily related to the Event's authorized purposes may be brought onto the Premises without any further agreement being necessary.

Section 10. No Warranty by City. User acknowledges that it has inspected the Premises thoroughly and has determined that the Premises are satisfactory for its intended use. City makes no representations or warranties, express or implied, as to the condition of Premises. **User assumes all risk and liability of using the Premises for its stated purposes and indemnifies and holds City harmless for all damages to property or injuries to persons on the Premises during the Event.**

Section 11. Cleanup. After each daily use of Premises, or more often as reasonably necessary, User [or its third-party vendor(s)] shall pick up, or arrange to be picked up, all trash on and around play areas, parking lots and structures and deposit the same in trash cans or commercial dumpsters provided by City prior to concluding the Event. Failure to clean up to a reasonable degree and to the satisfaction of City will result in a ban of any responsible person from future uses and may result in a civil claim for damages or criminal prosecution, depending on severity.

Section 12. User to Provide Traffic and Parking Control. User agrees to provide staff or volunteers to control the parking lot(s) during all User activities and to prevent individuals from parking on any unauthorized areas. **User assumes all risk and liability of using the parking areas connected to the Premises for its stated purposes and holds City harmless for all damages to property or injuries to persons on the Premises related to traffic/parking control.**

Section 13. City Retains Right of Entry and Inspection. City retains the right to enter Premises without prior notice, to inspect Premises or to conduct maintenance or repairs, or to determine whether User is complying with the terms and conditions of this Agreement, or for any other purpose incidental to the rights of City under this Agreement and applicable law.

Section 14. Reimbursement to City for Certain Maintenance and Repairs. User shall reimburse City for the cost of parts and labor for the replacement or repair of any personal property on, fixtures attached to, or any other improvements on the Premises for any cause other than normal and routine wear and tear and disaster, to the extent such maintenance is a direct result of User's or its guests' activities. User shall not be liable to City for any acts of vandalism which, upon investigation, are not attributable to the acts, omissions, negligence or misconduct of User, its guests, invitees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors.

Section 15. City to Provide Utilities. City shall provide all utilities needed and used by User upon the Premises without cost to User.

Section 16. Written COVID-19 Protocol Plan.

a. **Written Plan Required**. User shall submit, along with application for this User Agreement, a written plan documenting protocols that will be observed with the intention of limiting or preventing the spread of Coronavirus/COVID-19 contagion during the planned Event.

b. **Required Contents**. Such written plan shall include, at a minimum: the practice of social distancing; provisions for cleaning and sanitation, especially at restrooms and eating sites; all applicable City of Glenpool or Tulsa County Health Department regulations; recommendations of the Center for Disease Control , Oklahoma State Department of Health and Tulsa County Health Department; any facial mask requirements imposed by User on staff, volunteers and attendees; and messaging to staff, volunteers and attendees informing them of such protocols.

c. **Limitation of City Liability.** City shall not be responsible for the creation or implementation of any such plan, nor shall the City pass any judgment on the effectiveness of such plan, so as to imply approval or disapproval, beyond stating whether such plan does or does not satisfy the minimum requirements stated in this Article IV. See Articles VII and VIII herein regarding indemnification and insurance requirements.

Section 176. Indemnification of the City. As partial consideration for this Agreement, User agrees to indemnify, defend (at City's option) and hold harmless City, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of User, its guests, invitees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to permitted and non-permitted uses of Premises, whether during an approved, supervised activity or not, any injury or damage that occurs on or about the Premises relating to User activities, or User's performance or failure to perform the terms and conditions of this Agreement. Indemnification, hold harmless and defense obligations shall exclude any actions that arise directly out of the negligence or willful misconduct of the City or any of its agents, in accordance with the terms, conditions and exceptions in the Governmental Tort Claims Act. Such indemnification, defense and hold harmless provision expressly includes any all liability, damages and/or injuries (including serious illness, hospitalization, or death) resulting from exposure to the Coronavirus/COVID-19 contagion.

Section 18. Insurance Required. Without limiting City's right to indemnification, User, its contractors, and subcontractors shall obtain insurance in amounts no less than, or in terms no more restrictive than, such as are appropriate to the nature and scope of the proposed Event. User, and/or Event vendor(s) as applicable, will be required to maintain general liability insurance covering the Premises and proposed activities naming the City of Glenpool as additional insured and as attached hereto at **Exhibits B, C and D.** Worker's Compensation insurance coverage will be required to the extent that it is required by the Worker's Compensation laws of the State of Oklahoma. Comprehensive automobile liability insurance will be required to the extent applicable to all owned, hired, and non-owned vehicles connected in any way with the Event.

Section 19. Prompt Notice to City of Serious Bodily Injury or Dispute. User shall provide City with prompt written notice of any serious injuries (serious injuries include all

injuries however serious that require medical treatment), written or oral complaints received, actual or anticipated disputes with or claims by any individual, and any lawsuits by any individual relating to any activities on or about Premises connected to the Event.

Section 20. Termination. User may terminate this Agreement for any reason upon giving City prior written notice or by abandoning the Premises (not using the park during a scheduled time). City may terminate this Agreement for any reason upon giving User prior written notice of at least 24 hours or for good cause at any time. Good cause shall include, without limitation, severe damage to the Premises or violation of any park rules, regulations, or City ordinances. If this Agreement is terminated, User will pay City for any costs City has incurred up to and including the date of termination, including but not limited to the costs of repairing Premises to the condition existing prior to any damage caused by User, third-party vendor(s) and/or attendees of the Event. Termination of this Agreement shall not terminate User's liability for any losses, which have occurred on or prior to that date, regardless of whether either party has received notice of the claimed loss.

Section 21. Termination upon Substantial or Total Destruction of Premises. In the event of substantial or total destruction of Premises from any cause, and if repairs or restoration cannot be effectively accomplished on or prior to the date of the Event and the Premises have been rendered unusable for such use, either party may declare this Agreement terminated with no further obligation or liability.

Section 22. Agreement to be Construed Under Oklahoma Law. This Agreement shall be construed under the laws of the State of Oklahoma. Exclusive original jurisdiction for any action relating to this Agreement shall be solely in the Tulsa County District Courts of Oklahoma. Prior to the filing of any action in the district court arising out of this Agreement, the User and the City shall first attempt in good faith to mediate such dispute by negotiations between the City Manager or his/her designee and User.

Section 23. Notice. Any notice or demand required or permitted to be given by the terms of this Agreement or by law shall be in writing and may be given by depositing said notice or demand in the U.S. Mail, certified mail with return receipt requested, addressed to the other party's address, or by personal delivery. Service of said notice or demand shall be complete upon receipt of said notice or demand.

Section 24. Entirety of Agreement. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Agreement.

Section 25. Severability. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable.

Section 26. Amendment of Agreement. This document may be modified only by written agreement between the parties. Any such modification shall not be effective unless and until executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates indicated by their names below.

GLENPOOL CHAMBER OF COMMERCE
USER

By: Sydney L. Bland
(Signature)

SYDNEY L. BLAND
(Printed Name of User's Authorized Representative)

12205 S. Yukon Ave., Glenpool (918) 322-3505
(Address and Telephone Contact for User)

VERIFICATION

State of Oklahoma)
) SS
County of Tulsa)

Before me, a notary public, on this 16th day of September 2020 personally appeared Sydney L Bland known to me to be the Executive Director [title] of the Chamber of Commerce and to be the identical person who executed the foregoing Agreement, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

July 10, 2023

Mandy E Brungardt
Notary Public

MANDY E BRUNGARDT
Notary Public - State of Oklahoma
Commission Number 19006821
My Commission Expires Jul 10, 2023

CITY OF GLENPOOL, OKLAHOMA
PARK OWNER

_____
Timothy Lee Fox, Mayor

Date: _____

ATTESTED:

SEAL

_____
Wendy Knight, City Clerk

APPROVED:

_____

Lowell Peterson, City Attorney

Exhibits

A – Graphic Depiction of Location for "Beer Garden" and "Wine Tasting/Sales Tent"

B – Chamber: City Permit Application; OTC License; **Insurance Certificate**

C – Cabin Boys Brewing Company: OTC License/Permit for Sales Tax; ABLE Brewer's License; **Insurance Certificate**; Bartenders' Licenses and Food Handler Permits

D – Deep Branch Winery: OTC License/Permit for Sales Tax; ABLE Winery License; Event Schedule (required by ABLE); **Insurance Certificate**

City Of Glenpool
Creating Opportunity

MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: WARRIOR ROAD REHABILITATION PROJECT PHASE II:
REQUEST FOR CHANGE ORDER NO. 2

DATE: SEPTEMBER 21, 2020

BACKGROUND

This item is for Council consideration and action regarding the approval or disapproval of a Request for Change Order received from Dunham's Asphalt Services (Contractor) covering requested additional Contract duration on the Warrior Road Rehabilitation: Phase II project. As noted in the attached copy of the request, the Contractor is asking for the addition of twenty (20) calendar days between the issuance of the Notice to Proceed (May 11th) and the date of Substantial Completion which occurred on August 15th. The request is based on what the Contractor believes constitutes 'excessive' rainfall. The request is supported by information obtained from 'The Old Farmer's Almanac" as the rainfall data source. Staff has attached corresponding National Weather Service rainfall data derived from several local mesonet stations located near Hectorville and Jones Riverside Airport. Staff has also conferred with several other Engineering Consultants regarding what amount of rainfall occurring on any given day historically has justified a legitimate 'Rain Delay Day' from a contractual standpoint. The consensus is that any amount of rain at, or above, 0.50" in a twenty-four-hour period is usually designated as a weather caused delay.

However, the contractual Substantial Completion date was to be sixty (60) days from the Notice to Proceed or on or before July 9th. Using the data from the National Weather Service, there were only five (5) days during the contractual Substantial Completion period that received 0.50" or more rainfall. Therefore, by adding the five rain delay days to the original 60-day contract duration, the project should have been Substantially Complete on July 14th - plus two additional rain days that occurred during the five additional day period or July 16th. As stated in the Request for Change Order, the actual Substantial Completion date was August 15th. As a result, thirty (30) days should be assessed as Liquidated Damages Days as specified in the Contract Agreement.

The Contract Agreement calls for Liquidated Damages to be assessed at the rate of $250/day. Thus, by applying the specified daily penalty rate, the Contractor should be assessed a total amount of $7,500.00 in Liquidated Damages which would be deducted from the final payment due the Contractor.

Staff Recommendation:

Staff has reviewed the requested Change Order and the rainfall data from the National Weather Service and has determined that a total of seven (7) additional days for rain delay should be added to the original contract duration for Substantial Completion. Staff has also verified that thirty (30) additional calendar days were needed to be in position to officially declare the project Substantially Complete. Therefore, Staff recommends the requested Change Order Request No. 2 from Dunham's Asphalt Services be denied as submitted. Staff also recommends the Contractor be assessed liquidated damages at the rate of $250.00/day for a total amount of $7,500.00 as specified in the Construction Contract Agreement. Said penalty amount to be deducted from the final payment on the project.

Attachments:

1. Contract Change Order Request No. 2
2. National Weather Service Rainfall Data
3. Construction Contract Agreement Excerpt.

Dunham's Asphalt Services, Inc.

CHANGE ORDER REQUEST	2	**COR DATE:**	8.27,2020
PROJECT NAME/NUMBER:	Warrior Road Phase 2	**REQUESTED BY:**	Tim Quattrocchi
SUBMITTED TO:	City of Glenpool	**ATTENTION:**	Lynn

Dunham's Asphalt Services, Inc. would like to submit for your approval Change Order Request # 002

This change order has been occassioned by:
The request to add addtional days per section 12.03 Delay.

Scope of Work

Summary of Contract Days	
Contract start - May 11, 2020	**11-May-20**
Sunstantial Completion - July 25, 2020	**25-Jul-20**
Actual Substantial Completion	**15-Aug-20**

Weather Days Accumilated by Month -
Rain days caused delay in site production / curbs / paving

May	11 Rain Events	Delayed	7 days
June	4 Rain Events	Delayed	3 days
July	11 Rain Events	Delayed	8 days
August	4 Rain Events	Delayed	2 Days

Total Change Order Request # 002	**Add**	**20 Days**

Additional Days Requested	**20**

Sincerely,

Tim Quattrocchi

Approved By:_____ **Title:**_____

Date:_____

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May		June		July		August	
Day	Rain	Day	Rain	Day t	Rain	Day	Rain
13	0.14	1		1		1	0.15
14	0.005	2		2		2	
15		3		3	0.35	3	
16	0.84	4		4	0.34	4	
17		5		5	1.41	5	
18		6		6		6	0.1
19		7		7		7	0.12
20		8		8		8	
21		9		9		9	
22	0.08	10		10	0.11	10	
23	0.47	11		11	2.86	11	0.01
24	0.02	12		12	2.04	12	0.85
25	0.4	13	0.1	13		13	
26	1.34	14		14	0.21	14	
27	0.03	15		15		15	
28	0.08	16		16		16	
29	0.15	17		17		17	
30		18		18		18	
31		19		19		19	
		20	0.19	20		20	
		21		21		21	
		22	0.05	22		22	
		23	0.32	23		23	
		24		24		24	
		25		25		25	
		26		26		26	
		27		27		27	
		28		28	0.53	28	
		29		29	1.17	29	
		30		30	0.2	30	
				31	0.15	31	

Rainfall Totals Estimations

Month	Jones Riverside Airport NWS Data Station	Hectorville Oklahoma Mesonet Data Station		Daily Average Total of Mesonet & NWS Data	
May					
11	0.01	0.05	=	0.03	Project Start Date
12	0.17	0.32	=	0.25	MEASUREABLE RAINFALL
13	0.05	0.03	=	0.04	NO RAINFALL MEASURED
14	T	0.00	=	0.00	
15	0.84	0.81	=	0.83	
16	T	0.00	=	0.00	
17	0.00	0.00	=	0.00	
18	0.00	0.00	=	0.00	
19	0.00	0.00	=	0.00	
20	0.00	0.00	=	0.00	
21	0.02	0.00	=	0.01	
22	0.53	0.46	=	0.50	
23	T	0.00	=	0.00	
24	0.02	0.07	=	0.05	
25	1.71	1.90	=	1.81	
26	0.03	0.06	=	0.05	
27	0.08	0.09	=	0.09	
28	0.15	0.08	=	0.12	
29	0.00	0.01	=	0.01	
30	0.00	0.00	=	0.00	
31	0.00	0.00	=	0.00	

Rainfall Totals Estimations

June				
1	0.00	0.00	=	0.00
2	0.00	0.00	=	0.00
3	0.00	0.00	=	0.00
4	0.00	0.00	=	0.00
5	0.00	0.00	=	0.00
6	0.00	0.00	=	0.00
7	0.00	0.00	=	0.00
8	0.00	0.00	=	0.00
9	0.00	0.00	=	0.00
10	0.00	0.00	=	0.00
11	0.00	0.00	=	0.00
12	0.00	0.00	=	0.00
13	0.10	0.00	=	0.05
14	0.00	0.00	=	0.00
15	0.00	0.00	=	0.00
16	0.00	0.00	=	0.00
17	0.00	0.00	=	0.00
18	0.00	0.00	=	0.00
19	0.19	0.01	=	0.10
20	T	0.00	=	0.00
21	0.00	0.00	=	0.00
22	0.05	0.11	=	0.08
23	0.32	0.09	=	0.21
24	0.00	0.00	=	0.00
25	0.00	0.00	=	0.00
26	0.00	0.00	=	0.00
27	0.00	0.00	=	0.00
28	0.00	0.00	=	0.00
29	0.00	0.00	=	0.00
30	0.00	0.06	=	0.03

MEASUREABLE RAINFALL
NO RAINFALL MEASURED

Rainfall Totals Estimations

JULY					
1	0.00	0.00	=	0.00	
2	0.35	1.89	=	1.12	MEASUREABLE RAINFALL
3	0.00	0.07	=	0.04	NO RAINFALL MEASURED
4	1.41	0.14	=	0.78	
5	0.00	0.00	=	0.00	
6	0.00	0.00	=	0.00	
7	0.00	0.00	=	0.00	
8	0.00	0.00	=	0.00	
9	0.11	0.00	=	0.06	
10	2.86	0.40	=	1.63	
11	2.04	0.95	=	1.50	
12	T	0.01	=	0.01	
13	0.21	0.10	=	0.16	
14	T	0.00	=	0.00	Contract Substantial Completion With Seven (9) Rain Delay Days
15	T	0.00	=	0.00	
16	0.00	0.00	=	0.00	30 LIQUIDATED DAMAGE DAYS TOTAL
17	0.00	0.00	=	0.00	
18	0.00	0.00	=	0.00	
19	0.00	0.00	=	0.00	
20	0.00	0.00	=	0.00	
21	0.00	0.00	=	0.00	
22	0.00	0.00	=	0.00	
23	0.00	0.00	=	0.00	
24	0.00	0.00	=	0.00	
25	0.00	0.00	=	0.00	
26	0.00	0.00	=	0.00	
27	0.51	0.21	=	0.36	
28	1.19	2.23	=	1.71	
29	T	1.46	=	1.46	
30	0.25	0.38	=	0.32	
31	0.16	0.15	=	0.16	

Rainfall Totals Estimations

August					
1	T	0.00	=	0.00	30 LIQUIDATED DAMAGE DAYS TOTAL
2	0.00	0.00	=	0.00	
3	0.00	0.00	=	0.00	
4	0.00	0.00	=	0.00	
5	0.00	0.00	=	0.00	
6	0.13	0.03	=	0.08	
7	0.09	0.05	=	0.07	
8	0.00	0.00	=	0.00	
9	0.00	0.00	=	0.00	
10	0.00	0.00	=	0.00	
11	0.86	1.44	=	1.15	
12	0.00	0.00	=	0.00	
13	1.07	2.18	=	1.63	
14	0.00	0.00	=	0.00	
15	0.00	0.00	=	0.00	ACTUAL COMPLETION DATE
16	0.00	0.00	=	0.00	
17	0.00	0.00	=	0.00	MEASUREABLE RAINFALL
18	0.00	0.00	=	0.00	NO RAINFALL MEASURED
19	0.00	0.00	=	0.00	
20	0.00	0.00	=	0.00	
21	0.00	0.00	=	0.00	
22	0.00	0.00	=	0.00	
23	0.00	0.00	=	0.00	
24	0.00	0.00	=	0.00	
25	0.00	0.00	=	0.00	
26	0.10	0.00	=	0.05	
27	0.15	0.00	=	0.08	
28	N/A	0.00	=	0.00	
29	T	0.00	=	0.00	
30	T	0.00	=	0.00	
31	0.58	2.50	=	1.54	

AGREEMENT

This **AGREEMENT** is dated as of the 5th day of May in the year 2020 by and between The City of Glenpool (hereinafter called **OWNER**) and Dunham's Asphalt Services Inc. (hereinafter called **CONTRACTOR**). **OWNER** and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Warrior Road Paving Expansion – Phase II

The Project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

PHASE 2- Consists of full depth reconstruction of Warrior road from Glenpool High School's northernmost driveway to the south side of the driveway to the Glenpool High School Football Field.

ARTICLE 2. ENGINEER

The Project has been designed by Crafton Tull and Associates, Inc. who is hereinafter called **ENGINEER** and who will assume all duties and responsibilities and will have the rights and authority assigned to **ENGINEER** in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Work for Phase II will be substantially completed within 60 days after the date when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions with 75 days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. **OWNER** and **CONTRACTOR** recognize that time is of the essence of this Agreement and that **OWNER** will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by **OWNER** if the Work is not substantially complete on time. Accordingly, instead of requiring any

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such proof, **OWNER** and **CONTRACTOR** agree that as liquidated damages for delay (but not as a penalty) **CONTRACTOR** shall pay **OWNER** two hundred fifty dollars ($250) for each day that expires after the time specified in Paragraph 3.1 for substantial completion until the Work is substantially complete.

ARTICLE 4. CONTRACT PRICE

4.1 **OWNER** shall pay **CONTRACTOR** for performance of the work in accordance with Contract Documents in current funds as follows:

According to Bid Schedule pages CD-11 to CD-25, inclusive.

ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions and Division 1 of the Technical Specifications. Applications for Payment will be processed by **ENGINEER** as provided in the General Conditions.

5.1 Progress Payments. **OWNER** shall make progress payments on account of the Contract Price on the basis of **CONTRACTOR'S** Applications for Payment as recommended by **ENGINEER**, on or about the tenth (10th) days of each month during construction as provided below. All progress payments will be on the basis of the Work measured by the schedule of values established in Paragraph 2.07 of the General Conditions.

5.1.1 Prior to Substantial completion, progress payments will be made in an amount equal to: The percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as **ENGINEER** shall determine, or **OWNER** may withhold, in accordance with Paragraph 14.02 of the General Conditions with respect to materials and equipment not incorporated in the Work, (but delivered, suitably stored and accompanied by documentation) satisfactory to **OWNER** as provided in Paragraph 14.02 of the General Conditions ~~— 90% of work completed~~. In accordance with Paragraph 10 of the Special Conditions, if Work has been 50% completed as determined by **ENGINEER**, and if the character and progress of the Work have been satisfactory to **OWNER** and **ENGINEER, OWNER** and **ENGINEER** may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress

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12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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City Of Glenpool
Creating Opportunity

MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: WARRIOR ROAD REHABILITATION PROJECT PHASE II:
REQUEST FOR CHANGE ORDER NO. 3

DATE: SEPTEMBER 8, 2020

BACKGROUND

This item is for Council consideration and action regarding the approval and acceptance of a Request for Change Order received from Dunham's Asphalt Services in the total amount of $9,190.00. The proposed Change Order covers the installation of one additional ADA compliant sidewalk ramp at a pedestrian street crossing located on Warrior Road near the existing access drive to the middle school building and the baseball sports complex (See attached photo.). This additional sidewalk ramp is necessary due to the grade difference between the existing sidewalk along the east side of Warrior Road and the newly placed curb line in that location. It should be noted that this change order also will add five (5) calendar days to the project duration.

Staff Recommendation:

Staff has reviewed the requested Change Order and the need for the pedestrian ramp in that location and recommends Council approval of the additional work in an amount not to exceed $9,190.00 to facilitate the full completion of Phase II of the overall project. Staff is also requesting Council authorization be given to the City Manager to execute the Change order accordingly.

Attachments:

1. Contract Change Order No. 3

Dunham's Asphalt Services, Inc.

CHANGE ORDER REQUEST	3	COR DATE:	8.31.2020
PROJECT NAME/NUMBER:	Warrior Road Phase 2	REQUESTED BY:	Tim Quattrocchi
SUBMITTED TO:	City of Glenpool	ATTENTION:	Lynn

Dunham's Asphalt Services, Inc. would like to submit for your approval Change Order Request # 003

This change order has been occassioned by:
The request to add an additional hc ramp w/ walkways

Scope of Work

Saw cut and remove exisitng sidewalk and curbs
Excavation and haul off exisitng soils
Regrade as required to create slope for new HC Ramp & Sidewalks
Pour new handicap ramp w/ truncated dome
Pour new 4" sidewalk approx 40 lf - 20 lf each direction {N & S}
Pour approx 40 lf of stem wall @ east edge of new sidewalks to protect fence and grade

Total Change Order Request # 003	**Add**	**$**	**9,190.00**

Additional Days Requested 5

Sincerely,

Tim Quattrocchi

Approved By: _____ **Title:** _____

Date: _____

City Of Glenpool
Creating Opportunity

MEMORANDUM

TO: **HONORABLE MAYOR and CITY COUNCIL**

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

RE: **WARRIOR ROAD REHABILITATION PROJECT PHASE II:**
REQUEST FOR CHANGE ORDER NO. 4

DATE: **SEPTEMBER 21, 2020**

BACKGROUND

This item is for Council consideration and action regarding the approval and acceptance of a Request for Change Order received from Dunham's Asphalt Services in the total amount of $10,855.00. The proposed Change Order covers the installation of 500 LF of reinforced concrete slope-wall located along a portion of the east curb line of Warrior Road as indicated on the attached vicinity map. The goal is to cover the narrow sod area between the east curb-line of the newly constructed street and the west edge of the existing pedestrian sidewalk that parallels the street with a concrete slope-wall along the area marked on the attached site map. The existing finished grade in the area marked is such that grass maintenance is not feasible for normal mowing equipment and would therefore need to be maintained by weed-eater type equipment on a weekly basis during the growing season. The requested concrete slope-wall will permanently eliminate the need to maintain this portion of the street right-of-way not only from a mowing standpoint but will also provide permanent slope control. It should be noted that, if approved, the work described in this change order is specified to be fully complete within five (5) calendar days from the issuance of a Notice to Proceed.

Staff Recommendation:

Staff has reviewed the requested Change Order and the need for the Concrete Slope-wall in the location and recommends Council approval of the additional work in an amount not to exceed $10,855.00 necessary to provide appropriate grade transition between the street curb and the adjacent pedestrian sidewalk and to provide permanent slope control. Staff is also requesting Council authorization be given to the City Manager to execute the Change order accordingly.

Attachments: Contract Change Order No. 4; Associated site-photo; & Vicinity map

Dunham's Asphalt Services, Inc.

CHANGE ORDER REQUEST	4	**COR DATE:**	9.09.2020
PROJECT NAME/NUMBER:	Warrior Road Phase 2	**REQUESTED BY:**	Tim Quattrocchi
SUBMITTED TO:	City of Glenpool	**ATTENTION:**	Lynn

Dunham's Asphalt Services, Inc. would like to submit for your approval Change Order Request # 004

This change order has been occassioned by:
The request to add approx 500 lf of Concrete slopewalls

Scope of Work

Excavation and removal of sod/soils
Place and Pour approx 500 lf x 30" concrete slopewall
3500 psi w/ welded wire fabric

Total Change Order Request # 004	**Add**	**$**	**10,855.00**

Additional Days Requested	5

Sincerely,

Tim Quattrocchi

Approved By: _____ **Title:** _____

Date: _____

bret barnhart
EXCAVATING
700 Commercial Ave. Mounds, OK 74047
Phone: 918.827.6005
www.BarnhartExcavating.com

PROPOSAL

Proposal For:
City of Glenpool

Date:
09/15/2020

JOB	ESTIMATE NUMBER	ESTIMATOR
CITY OF GLENPOOL WARRIOR ROAD SIDEWALK	20-138	JTM

BIDITEM CODE	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
10	MOBILIZATION	1.000	LS	$ 980.00	$ 980.00
390	FINAL GRADE	200.000	SQFT	$ 6.15	$1,230.00
600	SIDEWALK WITH TRUNCATED DOME	450.000	SQFT	$ 23.00	$10,350.00
620	CONCRETE SLOPE FROM EXISTING SIDEWALK	18.000	CY	$ 452.00	$8,136.00
				TOTAL:	**$20,696.00**

GENERAL NOTES:

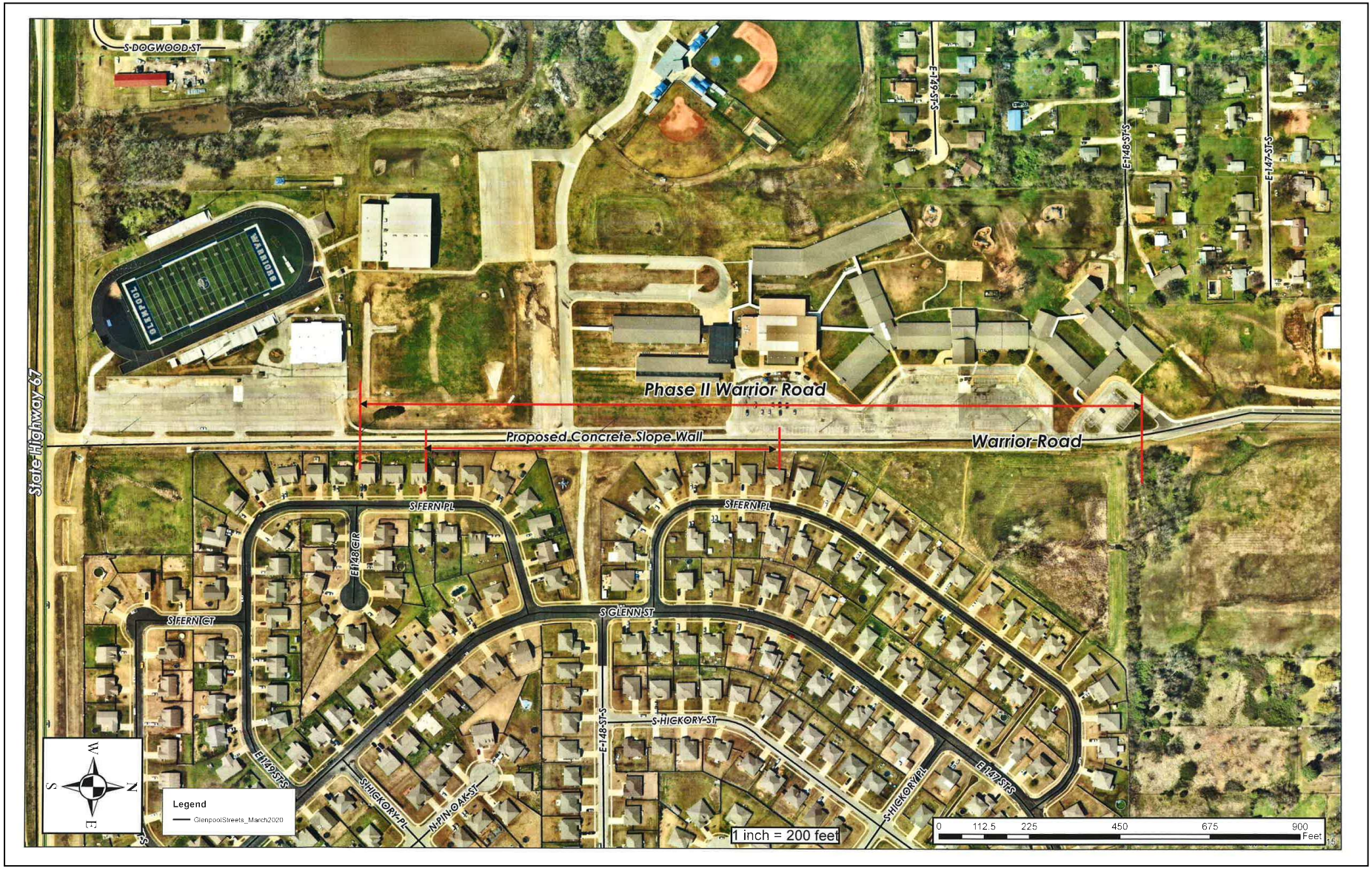
1. No Permits, Deposits, Bonds, Fees of any kind (Bond Rate determined per job).
2. No De-Watering of any kind.
3. No Construction Staking, Compaction Testing or Field Layout of any kind.
4. Contractor shall notify Subcontractor in writing within 5 (five) working days of a move in and commence of his work for each phase.
5. Any delays due to mistakes in plans or Engineer's staking will be charged to the Owner.
6. Payment shall be made in a timely manner. Progress Billing will be submitted to the Owner by the 25th of the month and must be paid by the 15th day following. All late payments will be subject to interest charges at the rate of 18% per annual compounded monthly.
7. If excessive rock is found and additional equipment is needed, there will be an hourly charge for any and all equipment, operators, and material needed to remove rock. Any and all added cost associated with the removal of the rock will be charged to the Customer. Customer will be notified before any additional costs are charged.
8. Priced using #4 rebar as dowels.
9. No sidewalk reinforcement.
10. See attached sketch.

EXCLUSIONS:

1. Layout of building corners (survey).
2. Establishment of bench-mark for reference purpose.
3. Time delays caused by inclement weather.
4. Soil compaction test.
5. Sod or seeding.
6. Concrete sealant.
7. Sidewalk Reinforcement.

FUEL CONTINGENCY:

Due to the rising cost of fuel, prices listed
are only good for one week after bid date.
Prices may vary according to current fuel prices.


S DOGWOOD ST
State Highway 67
Phase II Warrior Road
Proposed Concrete Slope Wall
Warrior Road
S FERN PL
E 148 CIR
S FERN CT
S GLENN ST
E 149 ST S
S HICKORY PL
N PINOAK ST
E 148 ST S
S HICKORY ST
E 147 ST S
E 149 ST S
E 148 ST S
E 147 ST S
Legend
GlenpoolStreets_March2020
1 inch = 200 feet
0 112.5 225 450 675 900
Feet