

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on November 4, 2019, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

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

AGENDA

	Page
A) Call to Order - Timothy Lee Fox, Mayor	
B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Timothy Lee Fox, Mayor	
C) Invocation – Sean Farver, Kirk Crossing	
D) Pledge of Allegiance – Timothy Lee Fox, Mayor	
E) Community Development Report – Lynn Burrow, Community Development Director	
1) Community Development Director's Report 11 04 19	3 - 8
F) City Manager Report – David Tillotson, City Manager	
G) Mayor Report – Timothy Lee Fox, Mayor	
H) Council Comments	
I) Public Comments	
J) Scheduled Business	
1) Discussion and possible action to approve minutes from October 21, 2019 meeting. (Wendy Knight, City Clerk) Regular Meeting - 21 Oct 2019 - Minutes - Html	9 - 13
2) Discussion and possible action to approve the Contract Bid Package received from A & A Asphalt, Inc. in the total amount not to exceed \$47,275.00 to be funded from the FY 2019/2020 Annual Budget under Budget Item No. 01-6-14-6274, and to authorize the City Manager to execute said Contract Agreement on behalf of the City. (Lynn Burrow, Community Development Director) Memorandum City Council Meeting 11 04 19 Longhorn Ave. Paving Repair Contract Bid Approval	14 - 34
3) Discussion and possible action to receive and approve the Annual Audit of Compliance with Agreement of Settlement, Compromise and Release (“Settlement Agreement”) as required by Sec. 10 of such Settlement Agreement, dated May 15, 2015 and which settled outstanding litigation between the City and GUSA (together, “Glenpool”) and Creek County Rural Water District No. 2 (“Creek-2”). (Lowell Peterson, Attorney for City of Glenpool and Glenpool Utility Services Authority; Wendy Knight, City and GUSA Clerk) Staff Memo re Audit Report 110419 a2019 - final as submitted to GB's 091619	35 - 42

- 4) Discussion and possible action to approve a quote from Mac Systems in the amount of \$10,000.00 for intercom replacement at the Police and Utility Departments, with \$2,000.00 of this amount to be paid from General Fund Budget Item No. 01-6-03-6202. 43 - 54
(Wendy Knight, City Clerk)
[Intercom Replacement Police and Utility Department 2](#)
- 5) Discussion and possible action to approve 2020 Meeting Calendar. 55 - 56
(Wendy Knight, City Clerk)
[Staff Report Meeting Calendar](#)
[Meeting Schedule 2020 City Council](#)
- 6) Discussion and possible action to endorse the Tulsa Regional Chamber's OneVoice Legislative Agenda. 57 - 65
(David Tillotson, City Manager)
[Tulsa Regional Chamber OneVoice Legislative Agenda](#)
- 7) Discussion and possible action to approve council member attendance at the ICSC Red River States Conference and Deal Making in Fort Worth, Texas on January 8-10, 2020 and authorize the City to pay registration and travel costs for approved council members.
(David Tillotson, City Manager)

K) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on November 1, 2019, by 4:00 pm.

Signed: Wendy Knight

City Clerk



COMMUNITY DEVELOPMENT DIRECTOR'S REPORT

To: Honorable Mayor and Glenpool City Councilors

From: Lynn Burrow, PE

Community Development Director

Date: November 4, 2019

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

I. CURRENT CITY OF GLENPOOL PUBLIC IMPROVEMENT PROJECTS:

A. 2019 PAVING REPAIR PROJECTS

- All twenty two (22) repair projects have been completed.

II. CURRENT PRIVATE CONSTRUCTION ACTIVITY WITHIN THE CITY:

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

- Street paving and final lot grading activity has been completed.
- Residential home construction is anticipated to start in November.

B. BROOKOVER CORNER: COMMERCIAL COMPLEX - 151ST STREET & BROADWAY AVENUE

- This commercial/industrial project is located along north side of State Highway 67 (151st Street) extending from 151st Street to approximately 148th Street and is being developed under the terms and conditions specified in a certain TIF District Agreement approved for the project.
- Public paving construction started in June and has been fully completed.
- Casey's General Store project is currently underway.

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

- The start of construction related to public improvements necessary to serve the Phase II portion of the project is currently in progress.

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- The full completion of Phase II development improvement construction, City processing of the final subdivision plat, and the start of actual home construction in the Phase II portion of the project is anticipated in March, 2020.

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

- This single-family residential project is being developed under development standards approved in PUD No. 32.
- Full project completion has been accomplished with the start of home construction anticipated in November.

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

- All Phase I site improvement construction document approvals and permitting has been completed.
- Site improvement construction on the Phase I tract started in July and is anticipated to be complete in February, 2020

F. SOUTH 75 BUSINESS PARK: PHASE III

- This commercial/industrial project is located along east side of US Highway 75 extending from 161st Street to 166th Street and is being developed under the terms and conditions specified in a certain TIF District Agreement approved for the project.
- Full completion of development related public improvements has been accomplished with acceptance by the City anticipated in December

G. PARK 151 ADDITION:

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

H. ASHTON/GRAY RETAIL CENTER:

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

I. GLENPOOL RETAIL CENTER:

- This commercial project is located on the north side of 146th Street - west of Broadway Avenue. consisting of a multi-tenant building structure supported by various on-site parking and access drive improvements.
- The commercial building permit was issued for the project in October and the Developer is estimating project completion in May of 2020.

III. CURRENT PLANNING DEPARTMENT AND PLANNING COMMISSION ACTIVITIES:

A. ZONING

- **APPROVED & TO BE FILED AT TULSA COUNTY, GZ-273:** a rezone application on Lot 1, Block 1 and reserve area, Anglican Church of the Resurrection | rezone application on Lot 1, Block 1 and Reserve Area, Anglican Church of the Resurrection, from AG (agriculture) to CS (commercial shopping); a 3.56-acre site generally located on north side of East 151st Street and approx. 0.5-miles east of S. Elwood Avenue (Dan Schaudt, Schaudt Funeral Home).

B. LOT SPLIT

- No new lot split applications in process

C. SUBDIVISION PLAT APPLICATIONS PENDING REVIEW:

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

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

- 9/28/18 TAC
- 10/8/18 PC Preliminary Plat Approved
- TBD | Final Plat COG application

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

Residential development at intersection of 151st St and Poplar St, contains 29.13 acres (Phase I). Proposed subdivision is 88 single family residential lots; development standards established with PUD No. 39.

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

iii. TWIN PONDS A PRELIMINARY PLAT, DAN BEALER/SELECT DESIGN

Preliminary plat for Twin Ponds, detached single-family subdivision generally located north of W. 181st St S and 0.5-miles west of US Hwy 75 on approx. 22.05-acres of AG (agriculture) zoned land; subject site of PUD 41, application for a preliminary development plan.

- 8/12/2019 Planning Commission approved Twin Ponds Preliminary Plat and PUD 41
- 9/3/2019 Council approved Twin Ponds preliminary plat and PUD 41

iv. RE-PLAT OF PART OF LOT 2, BLOCK 1 MONTAPP ADDITION (FINAL PLAT)

A re-plat of a part of lot 2 block 1 of Montapp Addition, approximately 900 feet south of W. 121st Street South east of Yukon Avenue, approximate 5.01-acre site zoned CG (commercial general)

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- 09/09/2019 application withdrawn
- TBD | Preliminary/Final Plat application

v. THE LAKES AT TWIN MOUNDS

Preliminary plat application, The Lakes at Twin Mounds is approx. 94-acres zoned RS-3 (single family high density) located west of US Hwy. 75, immediately south of West 161st Street South (Austin Mayes, Olsson Engineering).

- 10/14/2019 Planning Commission of preliminary plat
- TBD | Preliminary/Final Plat application

D. PLANNED UNIT DEVELOPMENT APPLICATIONS AND PROCESSING:

i. PUD 41, TWIN PONDS PRELIMINARY DEVELOPMENT PLAN

Request for approval of Planned Unit Development (PUD) 31, a Preliminary Development Plan of 15 lot residential estate lots in a private gated community on approximately 22.05 acres; generally located north of West 181st Street South and 0.5-miles west of US Hwy 75 on lands now zoned AG (agriculture).

- 8/12/2019 Planning Commission approved preliminary plat and PUD 41 (a preliminary development plan)
- 9/3/2019 Council approved PUD 41 (a preliminary development plan)

E. SITE PLAN APPLICATIONS PENDING REVIEW:

- i. **SP2019-07:** site plan application for 24,600 square foot **senior services building** (residential) on Lot 2 Block 1 of MonTapp Addition, located southwest of the S. Yukon Avenue and Vancouver Avenue Intersection, just north of W. 126th Street South; zoned RM-2 (multi-family medium density). Greg Grunewald | Yorktown Builders
- ii. **SP2019-12:** site plan application for 63,962 square foot building at **Arrowhead Mini Storage**, Lot 1 Block 1 of Glenpool Center South, located north of the northwest corner of S. Elwood Avenue and W. 151st Street South (14801 S. Elwood Avenue); zoned PUD 30B. Kevin Norton | Tanner Consulting.
- iii. **SP2019-13:** site plan application for 13,097 square foot building, **Schaudt Funeral Service and Cremation Centers**, located on Lot 1 Block 1 and Reserve, Anglican Church of the Resurrection, located on the north side of E. 151st Street and approximately 0.25 miles east of S. Elwood Avenue; zoned CS (commercial shopping). Dan Schaudt | Schaudt Funeral Service and Cremation Centers

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

A. CURRENT COMMERCIAL AND RESIDENTIAL PROJECTS PERMITTED FOR CONSTRUCTION:

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

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- South 75 Business Park: Phase III Public Improvements: 161st Street & Broadway Avenue
- MonTapp Commercial Building: 125th Court - West of Vancouver Avenue
- Scissortail Residential Addition: Phase I on 151st Street
- Park 151 Commercial Project: 151st Street & Elwood Avenue
- Domino's Pizza Restaurant: 137th Street & US Highway 75
- Glenpool Retail Center: 146th Street & Broadway Avenue
- Ashton/Gray Retail Center: 121st Street & Yukon Avenue

CURRENT RESIDENTIAL AND COMMERCIAL BUILDING PERMIT STATISTICS:

New Residential Permits Issued in October, 2019	2
New Commercial Permits Issued in October, 2019	9
Current Active Residential Permits	36
Current Active Commercial Permits	34
2018 Residential Permits thru September	46
2019 Residential Permits issued thru October	28
2018 Commercial Permits Issued Thru October	8
2019 Commercial Permits Issued Thru October	11

B. CODE ENFORCEMENT DEPARTMENT: OCTOBER, 2019

Typical Issues Addressed by Code Enforcement Department:

Public Nuisances:

- Inoperable or abandoned vehicles stored on private property.

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- Trash or debris on private property
- Excessively high grass on private property
- Special Assessment requests researched and issued to real estate lenders
- Filing and releasing Mechanic Liens with the Tulsa County Recorder's Office
- Illegal vehicle parking on private property yards.
- Visual impairments caused by trees, shrubs, vehicles, etc. interfering traffic flow
- Bidding and subcontracting involved with nuisance abatement
- Enforcement of Health and Safety Code violations

DEPARTMENT ACTIVITY FOR THE MONTH: OCTOBER, 2019

ACTIVITY DESCRIPTION:	TOTALS:
Complaints received and investigated (year-to-date)	1142
Open public nuisance cases thru October	20
Code Enforcement Cases - October	
High grass:	23
Fire damaged structures:	1
Illegally parked vehicles:	14
Nuisance abatements (contractor):	6
Notices issued for residences with no water service:	-0-
Tulsa County Health Department citations:	-0-
Illegally placed sign notices:	62
Damage to public facilities citations:	-0-
Excessive trash & debris notices :	12
Dilapidated structure/property notices:	1
Trash can/receptacle placement notices:	14
Misc.: Building Demolition & Removal	-0-
Elderly & Disabled Citizen Assistance	5
Assessment Letters Issued in October	7
Total Assessment Letters Issued in 2019	31

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MINUTES
Regular Meeting
October 21, 2019 Council Chambers 6:00 PM

COUNCIL PRESENT: Jacqueline Triplett-Lund
Momodou Ceesay
Tim Fox

COUNCIL ABSENT: Joyce Calvert
Brandon Kearns

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

STAFF ABSENT: David Tillotson

- A) Call to Order - Timothy Lee Fox, Mayor**
Mayor Fox called the meeting to order at 6:23 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Timothy Lee Fox, Mayor**
Wendy Knight called the roll, Mayor Fox declared a quorum present.
- C) Invocation – Aaron Hunter , Collective Church**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) Treasurers Report – John Gonsalves, Finance Director**
[SEPTEMBER TREASURER'S REPORT](#)
- F) City Manager Report – David Tillotson, City Manager**
[CM Report 10-21-19](#)
- G) Mayor Report – Timothy Lee Fox, Mayor**
- There was a great turnout on Saturday for Public Safety Day. A big

thank-you to Lea Ann Reed, and Cpl. Shelton Fair for all of their hard work and making this event so successful.

H) Council Comments

Councilor Lund reminded everyone that Spooktacular Fest will be Sunday, 4:00 pm - 7:00 pm, and there will be a King's Medieval Faire at Black-Gold Park the first weekend of November.

I) Public Comments

There were no public comments.

J) Scheduled Business

- 1) Discussion and possible action to approve minutes from October 7, 2019, meeting.
(Wendy Knight, City Clerk)

Moved by Jacqueline Triplett-Lund, seconded by Momodou Ceesay

To approve the minutes as presented.

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

CARRIED.

[Regular Meeting - 07 Oct 2019 - Minutes - Html](#)

- 2) Discussion and possible action to adopt Ordinance No. 766, an Ordinance amending Ordinance No. 746, Title 11, of the City Code of the City of Glenpool (Zoning Regulations), by rezoning certain property described herein from AG (Agriculture) to CS (Commercial Shopping), as recommended by the Planning Commission under application GZ-273; and repealing all Ordinances or parts of Ordinances in conflict herewith.
(James McHendry, City Planner)

Mr. McHendry presented and recommended Council approval of Ordinance No. 766, an Ordinance amending Ordinance No. 746, Title 11, of the City Code of the City of Glenpool (Zoning Regulations), by rezoning certain property described herein from AG (Agriculture) to CS

(Commercial Shopping), as recommended by the Planning Commission under application GZ-273; and repealing all Ordinances or parts of Ordinances in conflict herewith. GZ -273 is an application for rezone of Lot 1 Block 1 and Reserve Area, Anglican Church of the Resurrection. The 3.56-acre subject site is located on north side of W. 151st Street S. and 0.25-miles east of Elwood Avenue. Applicant has indicated plans for the site are to re-develop with a funeral home facility. Applicant's rezone proposal has been re-evaluated for consistency with the City's 2030 PLAN (comprehensive plan).

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

To adopt Ordinance No. 766, an Ordinance amending Ordinance No. 746, Title 11, of the City Code of the City of Glenpool (Zoning Regulations), by rezoning certain property described herein from AG (Agriculture) to CS (Commercial Shopping), as recommended by the Planning Commission under application GZ-273; and repealing all Ordinances or parts of Ordinances in conflict herewith.

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

CARRIED.

[20191014 GZ 273 CC staff report](#)

- 3) Discussion and possible action to approve a Master Service Agreement from SpringPoint Technologies, LLC to provide managed information technology services as defined therein.
(Susan White, Asst. City Manager)

Ms. White presented and recommended Council approval of a Master Service Agreement from SpringPoint Technologies, LLC to provide managed information technology services as defined therein. This Agreement is an extension of their services through the end of FY 2020, at which time new proposals will be solicited.

Moved by Jacqueline Triplett-Lund, seconded by Momodou Ceesay

To approve a Master Service Agreement from SpringPoint Technologies, LLC to provide managed information technology services

as defined therein.

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

CARRIED.

[Staff Memo 102119](#)

[City of Glenpool MSA \(2019\)](#)

- 4) Discussion and possible action to approve the updated total purchase price amount of \$240,565.30 for the mobile data computer system for the Glenpool Police Department and subsequent yearly costs of \$46,160.00.

(Jim Martin, Police Chief)

Chief Martin presented and recommended Council approval an updated total purchase price amount of \$240,565.30 for the mobile data computer system for the Glenpool Police Department and subsequent yearly costs of \$46,160.00. The original contract provided by the vendor, required the City to incur a financial obligation in one fiscal year that was due and payable in future years, which was in violation of Oklahoma state law. A restructuring of the contract was completed and, as a result, the first year costs have increased. The new amount due for the first year is \$240,565.30. This new amount includes costs that would have been spread throughout the original 5-year contract term.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

To approve the updated total purchase price amount of \$240,565.30 for the mobile data computer system for the Glenpool Police Department and subsequent yearly costs of \$46,160.00.

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

3 0 0 2

CARRIED.

[MDC Purchase - Memo Revised 10-17-2019](#)

[GPD Car Computer Revised Costs](#)

[Tyler Technologies Contract 10-10-19 - Revised](#)

- 5) Discussion and possible action to approve acceptance of Roadway Right-of-Way Dedications from Paul Hopkins and Jinger McPeak. (Lynn Burrow, Community Development Director)

Mr. Burrow presented and recommended Council acceptance of Roadway Right-of-Way Dedications from Paul Hopkins and Jinger McPeak. The property being dedicated is owned by a lot split applicant and property owners who reside on the two side-by-side properties addressed as 2801 and 1156 West 141st Street. The right-of-way in question was required as a normal part of lot split application approvals pertaining to property that abuts arterial section line roadways to accommodate any street or drainage improvements that may become necessary in the future.

Moved by Jacqueline Triplett-Lund, seconded by Momodou Ceesay

To approve acceptance of Roadway Right-of-Way Dedications from Paul Hopkins and Jinger McPeak.

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

CARRIED.

[Memorandum City Council Mtg Agenda 10 21 19 Right-of-way Dedication Acceptance](#)

K) Adjournment

Mayor Fox declared the meeting adjourned at 7:00 p.m.



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: CITY OF GLENPOOL STREET REPAIR PROJECT
LONGHORN AVENUE

DATE: NOVEMBER 4, 2019

Background:

This is a request for consideration and action regarding the review, approval, and acceptance of a Construction Contract bid covering the rehabilitation of a certain amount of the existing asphaltic street surfacing, asphalt paving base course, and underlying subgrade on a section of Longhorn Avenue located south of 121st Street. The attached construction documents include location mapping and a detailed description of the repair work being required to address damage caused by many years of heavy auto and truck traffic use along an area of Longhorn Ave. between 121st Street and Longhorn Estates. This section of roadway was originally installed in 2001 to serve the Longhorn Estates residential project. The recent construction activity that has occurred on the existing Legends Body Shop building remodel and related site improvement project has greatly deteriorated the existing paving on a section of Longhorn Ave as illustrated on the attached map. The indicated area of street surfacing damage attributed to the work being done on the Legends Body Shop (Wachob Motor Sports, LLC) property was brought to the attention of the General Contractor and the property owner resulting in the development and execution of a formal agreement to fully remove and replace the impacted section of Longhorn Avenue. The attached Agreement with Wachob Motor Sports includes mapping that illustrates the impacted area running from the south edge of 121st Street to a point approximately 50' south of the north entry into the Legends project on the west side of Longhorn Ave. and the north entry into the Wades RV facility on the east side. The attached Agreement details the terms and timeframe agreed to by Wachob Motor Sports to address the paving failure caused by their construction activity.

To address the rehabilitation of the balance of the existing paving between the area of damage caused by Wachob Motor Sports and the north entry into Longhorn Estates, bid documents were prepared, advertised, bids received, and publicly read on October 30th.

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The attached project description, mapping, and site photographs identify and illustrate the area being repaired by this proposed project. The attached Bid Tabulation identifies the General Contractors that obtained bid documents, those that attended an October 23rd pre-bid meeting, and those that submitted bids for the Work. As you will note, A & A Asphalt, Inc. is the low Bidder for the project with a total price of \$47,275.00 per the attached Bid Proposal. Staff has reviewed this Bid Proposal for accuracy and completeness and is satisfied this firm understands the scope of the Work specified for this project. The funding for the public portion of this overall rehabilitation project is proposed to be from the approved FY2019/2020 Annual Budget under item No. 01-6-14-6274 (Street Repairs).

Staff Recommendation:

The Staff recommends Council approval of the Contract Bid Package received from A & A Asphalt, Inc. in the total amount not to exceed \$47,275.00 to be funded from the FY 2019/2020 Annual Budget under Budget Item No. 01-6-14-6274. Upon Council approval of the Construction Contract Bid, Staff requests the Council give authorization to the City Manager to execute said Contract Agreement on behalf of the City.

Attachments:

- A. Bid Tabulation
- B. Submitted Bid Documents and Bonding
- C. Project Identification and Location Maps
- D. Geotechnical Engineering Report (GFAC Engineers)
- E. Agreement for Road Repairs Executed by Wachob Motor Sports, LLC

AGREEMENT FOR ROAD REPAIRS AND RELEASE OF LIABILITY

The Parties to this Agreement are:

Wachob Motor Sports, LLC
2786 E. Highway 117
Sapulpa, OK 74066
("Owner")

AND/OR

Cruce Custom Services, Inc.
2800 W. 121st Street
Glenpool, OK 74033
("Contractor")

-and-

THE CITY OF GLENPOOL, an Oklahoma municipal corporation
12205 S. Yukon Avenue
Glenpool, Oklahoma 74033
("City")

The Parties agree as follows:

1. Contractor is engaged in the construction of a project along the south side of State Highway 117/121st Street South and west of Longhorn Avenue on property belonging to Owner, all situated in the City of Glenpool (the "Project").
2. Contractor was issued a Notice of Violation on July 18, 2019, alleging that Contractor had caused damages to the paving of the northernmost 200 feet (+/-) of Longhorn Avenue, as more particularly shown on **Exhibit A** hereto, by large dump-trucks entering and leaving the Project site as part of the on-going effort to remove a massive amount of soil from the Project site in preparation to construct a multi-building commercial facility ("Alleged Violation").
3. The Notice of Violation resulted in a meeting of representatives of City, Owner and Contractor on August 26, 2019, at which the Parties agreed in principle to an amicable resolution of the Alleged Violation.
4. This Agreement is intended to memorialize the terms of that resolution.
5. Contractor (acting on behalf of Owner) agrees to:
 - a. Immediately upon execution of this Agreement, smooth and compact Longhorn Avenue (from its northern intersection with Highway 117/121st Street to the southern end of the area indicated in blue on Exhibit A) sufficiently that it will be suitable for customary residential/commercial traffic.
 - b. Ensure that at least a half-width of Longhorn Avenue shall remain open at all times during the foregoing repairs to accommodate the customary traffic needs of residents, visitors and licensees to Longhorn Estates.
 - c. Repair the damaged area on Longhorn Avenue shown in blue on Exhibit A by installing 6" concrete and necessary curb and gutter replacement, all per City standards, within no more than 90 days, provided that more time may be allowed only for the purpose of accommodating unexpected weather delays or

other unanticipated, legitimate disruptions, as determined in the good faith discretion of Contractor.

- d. Immediately restrict and limit use of heavy trucks, transport of heavy equipment and similar heavy wheel loads so that no exacerbation of the current damages will occur and no new damages will be caused on Longhorn Avenue. City agrees and accepts that, once the Repair Work, as defined below, is completed and approved by City, these restrictions and limitations on use will cease.

The foregoing actions by Contractor in this section 5, subsections a. – d., shall be collectively referenced as the “**Repair Work.**”

6. City agrees to release any and all real or potential claims of liability or damages that may or may not otherwise have arisen from the Alleged Violation upon completion of the Repair Work in a manner that City determines in good faith complies with all applicable engineering and roadway standards of the City to the same extent as, but no more stringently than, applied to similar roadway projects in the City of Glenpool.

7. Furthermore:

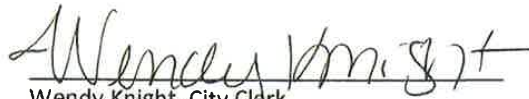
- a. This Agreement is in full settlement and satisfaction of the terms and conditions of the Notice of Violation.
- b. Neither this Agreement nor any Repair Work performed pursuant hereto shall be construed as an admission of liability by Contractor but is a complete and total resolution by the Parties of the Alleged Violation.

APPROVED AND ACCEPTED this 24th day of September 2019 by duly authorized representatives of Owner/Contractor and Glenpool.

City of Glenpool


David Tillotson, City Manager

Attest:


Wendy Knight, City Clerk

[SEAL]

Approved as to Form:


Lowell Peterson, City Attorney

Wachob Motor Sports, LLC and/or



Name: Derek Wachob, Manager

Title: Manager, Wachob Motor Sports LLC

Cruce Custom Services, Inc.



Name: Alan Cruce

Title: President,

Subscribed and sworn to before me on the stated date by Derek Wachob and Alan Cruce, each known to me to be the person who executed the foregoing instrument in his respective capacity as Manager of Wachob Motor Sports, LLC, and President of Cruce Custom Services, Inc [Owner/Contractor] and who each stated that he signed the same as his free act and deed, intending to be bound thereby, for the purposes stated therein.

Date:

9/20/2019


Notary Public

My Commission Expires:

3-4-2020



Longhorn Avenue

-  — Area subject to repair agreement with Wachob Industries
-  — Area subject to possible City paving repair project, exempt from agreement with Wachob Industries





Bid Tabulation

Longhorn Avenue Paving Rehab. Project: **Bid Date: October 30, 2019**

Contractors Requesting and Receiving Bid Packages:

A. A & A Asphalt, Inc.
B. Dunham's Asphalt Services, Inc.

Contractors Attending Pre-Bid Meeting: **October 23, 2019**

A. Dunham's Asphalt Services, Inc.
B. A & A Asphalt, Inc..

Contractors Submitting Bids	October 30, 2019:	Total Bid:
A. Dunham's Asphalt Services Inc.		\$54,000.00
B. A & A Asphalt, Inc.*		\$49,275.00*

*Selected low Bidder and Total Bid



City of Glenpool

**2019 Paving Repair Program
Longhorn Ave. Rehab. Project**

Bid Meeting Tab. Sheet

Date: October 30, 2019

Contractor Submitting Bid:

Total Bid Price:

DUNHAM ASPHALT SERVICES

\$54,000.00

A&A ASPHALT, INC

\$49,275.00

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

ADVERTISEMENT FOR BIDS

The City of Glenpool
12205 South Yukon Avenue
Glenpool, Oklahoma 74033
Telephone No: 918 322 5409

Separate sealed BIDS for a certain public street paving repair, replacement, and overlay project within the City of Glenpool (The Project) will be received by the City of Glenpool Community Development Department at 12205 South Yukon Avenue, Glenpool, Oklahoma until 10:00 a.m. on Wednesday, October 30, 2019 at such time and place all BIDS received will be publicly opened and read aloud.

The Project generally consists of an:

Asphalt street paving removal, repair, and replacement project which includes asphaltic concrete surface milling and asphalt paving overlay on a portion of Longhorn Avenue within the City of Glenpool as defined in the associated Construction Documents

The City of Glenpool is exempt from the payment of any sales tax or use taxes, and pursuant to 68 O.S. SS 1356 (I). Direct vendors to the City of Glenpool are also exempt from those taxes. Therefore, a Bidder may exclude from his Bid all sales related taxes that he will not have to pay while acting for and on behalf of the City of Glenpool.

The CONTRACT/BID DOCUMENT Package may be examined at the following locations:

The City of Glenpool
Community Development Department
12205 South Yukon Avenue
Glenpool, Oklahoma 74033

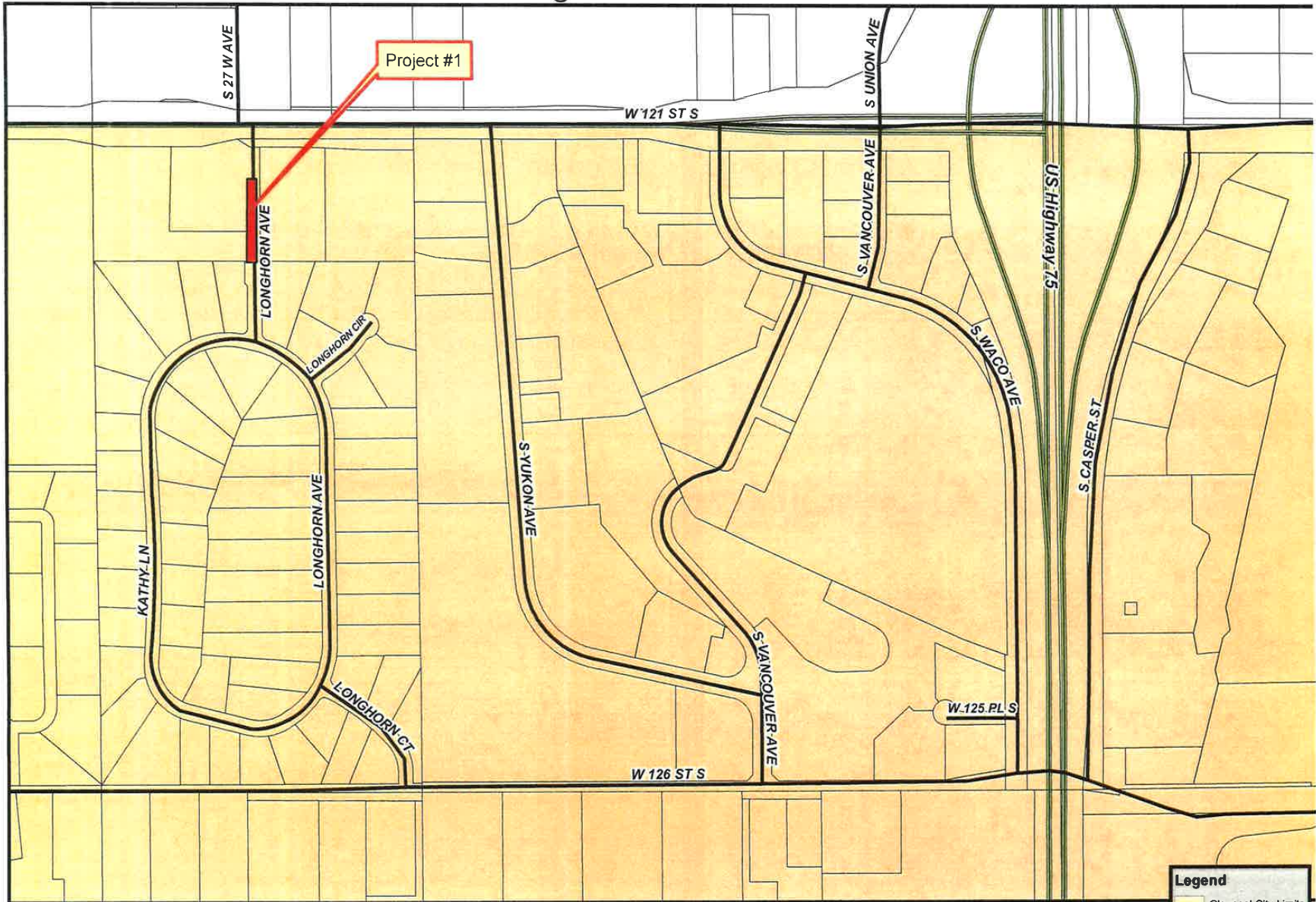
A non-mandatory Pre-Bid Conference will be held at the office of the City of Glenpool Community Development Department located at 12205 South Yukon Avenue on Wednesday, the 23rd day of October, 2019 at 10:00 AM. Copies of the CONTRACT/BID DOCUMENT Package may be obtained at the office of the City of Glenpool Community Development Department without cost.

OWNER'S Representative:

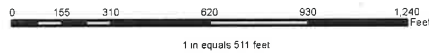

Lynn Burrow, P.E.
Community Development Director
City Engineer

Longhorn Avenue

Project #1



PROJECT: 1



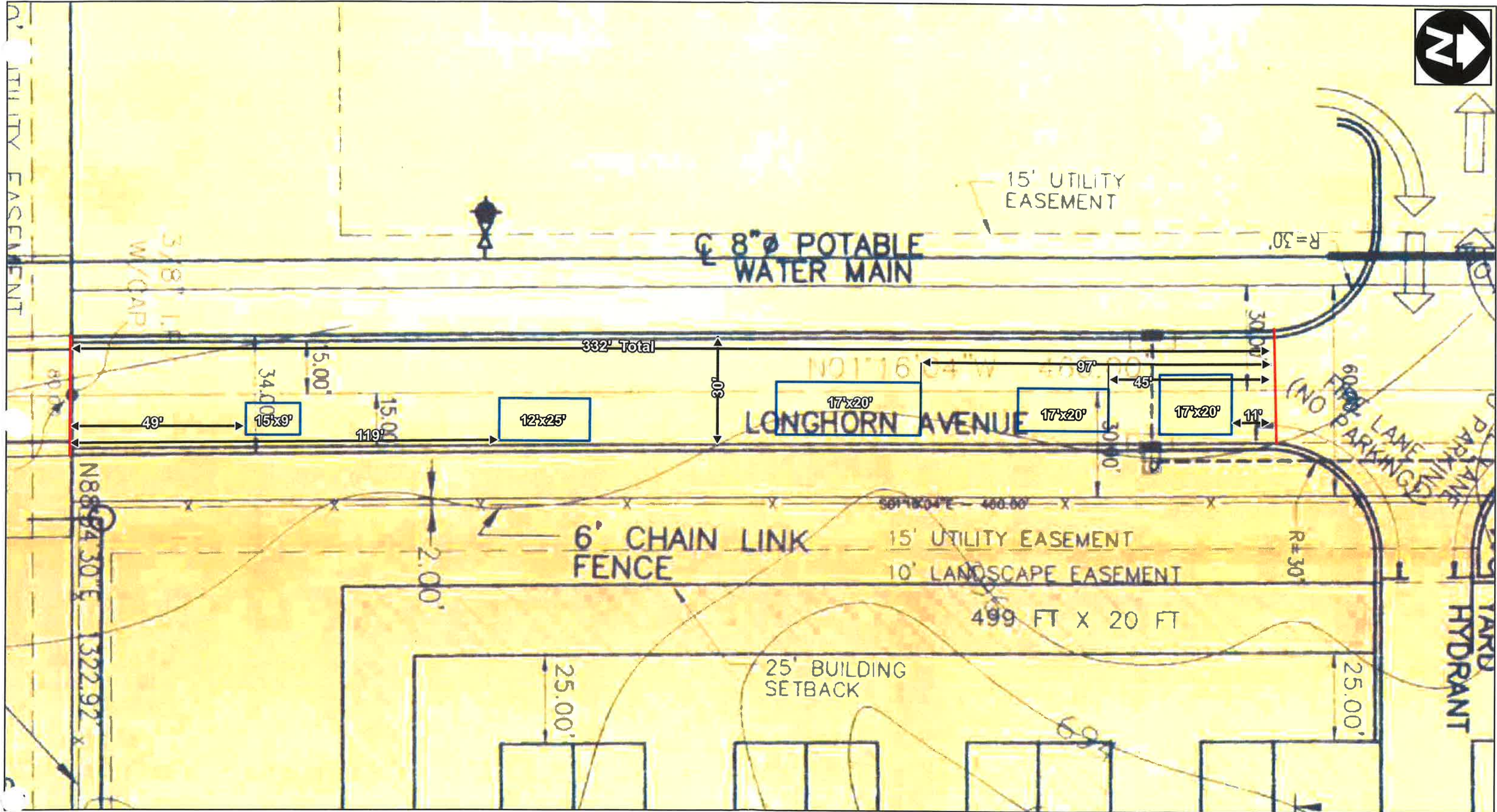
Source Data: INCOG, ODOT,
Tulsa County Assessor Office
Date: 10/4/2019



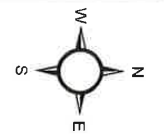
Legend

- Glenpool City Limits
- Parcels
- Highways
- Streets

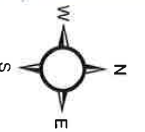
LONGHORN AVENUE Exhibit One



1 in equals 25 feet



LONGHORN AVENUE Exhibit Two



City of Glenpool

2019 Paving Repair Program

Longhorn Avenue Rehabilitation Project

<u>Project No.</u>	<u>Location and Description</u>	<u>Date: 10-01-19</u>
--------------------	---------------------------------	-----------------------

1.	Longhorn Avenue: Paving Surfacing Removal and Replacement on Longhorn Avenue - Including Areas of Paving Base Removal and Replacement as Marked.	
-----------	---	--

- Mill approximately 10,000 sf. of existing asphaltic surfacing, 2" in depth, the full width of asphaltic street paving surface from face of gutter to face of gutter (30' typical) within the 332' limits delineated on Exhibits One and Two (attached herewith) and as marked in orange at the site – the Project Area.
- Saw cut and remove approximately 1700 sf. of existing asphaltic paving base and a minimum of 12" of existing sub-grade material at various locations of paving base failure within the Project Area as marked on Exhibits One and Two (attached herewith) and as marked in orange at the site.
- Remove and dispose of asphalt millings and excavated base and subgrade materials from the Project Area to an offsite location approved for disposal.
- Scarify and compact the top 8" of exposed paving subgrade in the excavated areas to within 95% of standard density.
- Re-fill excavated paving subgrade with a minimum of 8" of ODOT Type "A" aggregate base material to a point level with the existing paving base grade.
- Compact placed aggregate in the excavated areas to within 95% of standard density.
- Place a minimum of 6" of Type 'A' asphaltic concrete (ODOT Type S3) in two 3" lifts - compacted to within 95% of Standard Density in the excavated areas.
- Sweep, clean, and dry all areas of milled paving surfacing and areas of pavement base and subgrade repair within the Project Area as necessary to remove all loose material.
- Seal all existing cracking of the exposed asphaltic paving base and in the areas of paving base repair within the Project Area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled, repaired, and crack sealed surfaces within the Project Area.
- Place 4" of Type "B" (ODOT Type S4) asphaltic concrete wearing surface in the Project Area - compacted to 95% of Standard Density, continuous from face of curb to face of curb - maintaining proper positive curb and gutter drainage and a centerline paving crown having a 2% lateral cross-slope through the Project Area.
- Contractor to provide all necessary material and density testing from a third-party consultant.

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

Lump Sum in Words: forty-nine thousand two hundred seventy
Five dollars zero cents

Total Price: \$49,275.00

BID PROPOSAL

Proposal of ATA Asphalt, Inc. (hereinafter called
"BIDDER"), organized and existing under the laws of the State of Oklahoma doing business as
a corporation To the City of Glenpool, Oklahoma
(hereinafter called "OWNER"). This date: October 30th, 2019

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

Total Bid Price: 2019 Paving Repair Program
Longhorn Avenue Rehab. Project:

***Total Lump Sum Bid in Words:** Forty-nine thousand two hundred seventy five
dollars zero cents

***Total Bid Price:** \$49,275.00

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

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

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

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

BIDDER acknowledges receipt of the following ADDENDUM:

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

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

BIDDER/CONTRACTOR:

A & A Asphalt, Inc.
Company Name

Address & Contact Information

PO Box 1323
Broken Arrow, OK 74013

Company Representative:

Mark Autry
Name (Signature)

Mark Autry
Name (Print)

As: President
Title

Attest:

By: Jamara Autry
Signature

As: Corp. Secretary
Title

MID-CONTINENT CASUALTY COMPANY

P. O. Box 1409
TULSA, OKLAHOMA 74101

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, A & A Asphalt, Inc.

as Principal, and **MID-CONTINENT CASUALTY COMPANY**, a corporation organized and existing under the laws of the State of Ohio, and authorized to do business in the State of Oklahoma as Surety, are held and firmly bound unto the City of Glenpool 12205 S. Yukon Ave., Glenpool, OK 74033

as Oblige, in the amount of Five Percent of Bid Amount (-----5% of Bid-----) DOLLARS lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Oblige shall make an award to the Principal for:

2019 Paving Repair Program Longhorn Ave. Rehabilitation Project

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Oblige in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with **MID-CONTINENT CASUALTY COMPANY** as Surety or with other Surety or Sureties approved by the Oblige; or if the Principal shall, in case of failure so to do, pay to the Oblige the damages which the Oblige may suffer by reason of such failure not exceeding the penalty of this bond then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 29th day of October, 2019



Witness

A & A Asphalt, Inc.

By  Principal (Seal)

MID-CONTINENT CASUALTY COMPANY

By  (Seal)
Heather Bryson Attorney-in-fact

mcbbn

MID-CONTINENT CASUALTY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **MID-CONTINENT CASUALTY COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. **Amanda Applegate, James Beavers, Heather Bryson, Terry D. Cupp, Kylie Proffitt and Sharon Sappington**, all of **BROKEN ARROW, OK**

IN WITNESS WHEREOF, the **MID-CONTINENT CASUALTY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19 day of August, 2019



ATTEST:

SHARON HACKL

Secretary

MID-CONTINENT CASUALTY COMPANY

TODD BAZATA

VICE PRESIDENT

On this 19 day of August, 2019 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Mid-Continent Casualty Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS



Commission # 11008253

My Commission Expires: 09-08-23

JULIE CALLAHAN

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Mid-Continent Casualty Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of **Mid-Continent Casualty Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 29 day of October, 2019



SHARON HACKL

Secretary

VOID IF BOX IS EMPTY

NON-COLLUSION AFFIDAVITT

(City of Glenpool/Glenpool Public Trust Authority)

STATE OF OKLAHOMA)

) ss.

COUNTY OF TULSA)

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

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

B. I Mark Autry further certify that,

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

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

Mark Autry

Signature

Mark Autry

Printed Name

ATTEST:

This instrument was subscribed, acknowledged, and sworn to before me this 29 day of October ~~June~~, 2019 by: Brianna Autry, as the duly authorized agent of ATA Asphalt Company as named above.

Brianna Autry

Notary Public

My Commission Expires: 12/16/2020



Lynn Burrow

From: Brian Marick <bmarick@gfacengineering.com>
Sent: Monday, September 30, 2019 2:28 PM
To: Lynn Burrow
Cc: Bill Bethel
Subject: Longhorn Avenue - Glenpool - Alternative Mill and overlay

Mr.

Burrow,

Based upon our telephone conversation, below is the alternatives presented in the report and two additional alternatives:

Roadway Type	Asphaltic Concrete (AC) Design Thickness, inches
Mill/Overlay	Mill 2 Inches Overlay 4.5 AC Type "B" (Type S4) – 2 lifts
	Mill 3 Inches Overlay 5 AC Type "B" (Type S4) – 2 lifts
	Mill 4 Inches Overlay 5.5 AC Type "B" (Type S4) – 2 lifts
Full Depth Reconstruction	2 AC Type C(or S4) 3 AC Type A (or S3) 2 AC Type A (or S3) 6 Dense Graded Aggregate Base (ODOT Type A) 8 Compacted Subgrade

It should be noted that the mill/overlay procedures are based upon an assessment of the entire roadway as a whole. Bad areas impact the overall number for the roadway alignment. In areas where the roadway is in very good condition is treated the same way that fair and poor portions of the pavement are treated.

Brian



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

From: Wendy Knight, City and GUSA Clerk; and
Lowell Peterson, Attorney for City of Glenpool and Glenpool Utility Services
Authority

Date: November 4, 2019

Subject: Annual Audit of Compliance with Agreement of Settlement, Compromise and
Release ("Settlement Agreement"); and Reconciliation Agreement (Sec. 10(f) of
Settlement Agreement)

Background:

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

Sec. 10 (a) and (b) of the Agreement require the Independent Accountant's Audit Report to be completed within 90 days following the close of the Auditable Period. The Audit Report for FY 2018-2019 was dated and issued to the parties August 30, 2019, approximately 67 days following the end of the Auditable Period.

Historical Perspective

The Council/Trustees may recall that performance under the Settlement Agreement has been an arduous task. Keeping up with all the procedures and protocols includes staff from: the Community Development Department (issuance of building permits and assessment of connection fees), Utility Department (allocating monthly royalty payments correctly with different rules for whether the customer's property is in the Permissive Area, the Released Area and/or is a "Reserved Creek-2 Water Customer", monthly reporting requirements and keeping track of the issuance of "construction meters" for temporary connection to fire hydrants on work sites); City/GUSA Clerk who oversees the entire ordeal; and the attorney who has the questionable pleasure of dealing with a disputatious lawyer across the table.

Notwithstanding this level of difficulty and the time and attention it requires, we can happily report that our annual audits have found us in substantial and improving compliance with the Settlement Agreement for each of the three years we have been undertaking this activity. Periodically, the auditor has noticed minor discrepancies in the identification of a building permit with its location in "Glenpool Territory" or rare failure to send a correct monthly report to Creek-2. This year, the Clerk, Attorney and staff undertook extensive meetings to locate, identify and resolve any trouble spots. Our auditor has commented favorably on the quality of these efforts.

Reconciliation of Records

If the Audit Report discloses any non-compliance by either party, the other party is allowed 90 days following the date of issuance of the Audit in which to put the non-compliant party on notice of a potential default. Any such notice, to be effective, must be communicated by no later than 90 days following issuance of the Agreed Upon Procedures Audit Report.

The Settlement Agreement also requires that, upon expiration of the 90-day notice period without notice of default, the Auditable Period under audit is deemed compliant and the parties are required to sign a written agreement establishing the parties' accounts are reconciled and all real or potential claims are forever waived. "The resulting reconciliation agreement shall be binding on both parties as a definitive statement of compliance with this Agreement [the Settlement Agreement] as of the date of such reconciliation agreement." Settlement Agreement § 10(g). Glenpool and Creek-2 will each be requested to enter such reconciliation agreement following expiration of the 90-day deadline without notice of default by either party. The 90-day notice period for non-compliance issues will expire on November 28, 2019. If that period expires without notice of any claims (which we expect to be the case), we will come back to the December 2 meeting to present the reconciliation agreement. That will bring all matters regarding the audit report for FY 2018-2019 to an end.

Recommendation:

Legal counsel for both parties to the Settlement Agreement have recommended that the City Council, the Glenpool Utilities Services Authority's Board of Trustees and the Creek-2 Board of Directors formally receive and approve the final Independent Accountant's Report on Applying Agreed-Upon Procedures, dated August 30, 2019. Creek-2's Board has done so.

As stated above, the parties expect to approve the required reconciliation agreement at the first meeting of their respective governing bodies following expiration of the 90-day review/non-compliance notice period.

Enclosure: Independent Accountant's Report on Applying Agreed-Upon Procedures, dated August 30, 2019



Elfrink and Associates, PLLC
Certified Public Accountants

City of Glenpool
Glenpool Utility Service Authority
12205 So. Yukon Ave
Glenpool, OK 74033

Creek County Rural Water District No. 2
2425 West 121st Street South
Jenks, OK 74037

Independent Accountant's Report on Applying Agreed-Upon Procedures

We have performed the procedures enumerated below, which were requested by and agreed to by the specified users of the report as identified above, as required by that certain Agreement of Compromise, Settlement and Release (the "Agreement") entered into between the users, effective May 15, 2015 (the "Effective Date"). Management of the City of Glenpool ("City"), Glenpool Utility Service Authority ("Authority") (collectively, "Glenpool") and the Creek County Rural Water District No. 2 ("Creek-2") are responsible for their entities' financial accountability and its compliance with applicable legal and contractual requirements. The audit period covered by this report is July 1, 2018 through June 30, 2019. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants ("AICPA") and *Generally Accepted Government Auditing Standards*. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

We have performed the procedures enumerated below, which were agreed to by Glenpool and Creek-2 to assist you in evaluating and monitoring the Agreement.

The procedures that we performed, and our results are as follows:

With respect to Glenpool's Records

1. We will update our understanding of the policies, procedures, and methodologies used by Glenpool to create, maintain, bill, and terminate water utility customers, particularly those existing within the Permissive Area, as that term is defined in the Agreement. Such understanding shall be documented by us in writing.

All Glenpool Building Permit applications are sent to the Glenpool Community Development Department, to ensure compliance with the Agreement. This Agreement defines the "Glenpool Territory" as comprised of the "Permissive Area" and the "Released Area" for water service. The City Planner maintains the Glenpool Territory map referenced in the Agreement marking the boundaries of the Released Area and the Permissive Area. The Released Area includes the city limits and land annexed into the City as of March 2, 2012 and will not change during the term of the Agreement. The "Permissive Area" is defined as all parts of Glenpool Territory within the colloquial "Fenceline" that were unincorporated as of March 2, 2012 (even if annexed in later) and as to which Glenpool is obligated by the Agreement to pay meter connection fees and monthly royalties. Three areas were annexed into the City in the current audit period as designated by City Ordinances 695, 701, and 719.

3119 E 87th Street
Tulsa, OK, 74137
Members of the AICPA and OSCP



918-361-2133
anne.elfrink@CPA.com
Government and Nonprofit Auditing

The Planner reviews all building permit applications that will include new meter connections for water or sewer service. Per direction from Glenpool management, and in accordance with the Agreement, the planner will not approve any applications for new water meters on properties that are in the Permissive Area and outside the City limits. For properties in the city limits, but also in the Permissive Area (that is, annexed after March 2, 2012), applicants for water service are given the choice to receive service from Glenpool or from Creek-2. Those customers choosing service from Creek-2 are referred directly to Creek-2 to establish water service.

If a property requesting water service in the Released Area has never had Glenpool water service and is or becomes an active or inactive Creek-2 water customer at any time before or after the Effective Date, it is defined as a "Reserved Creek-2 Water Customer,". (All Reserved Creek-2 Water Customers as of the Effective Date were to be identified on the baseline customer count, as defined in the Agreement.) In that case, the Planner refers the customer to Creek-2. If water service is anticipated for a development on property that is classified as a Reserved Creek-2 Water Customer such that Glenpool fire suppression service will be required, Glenpool and Creek-2 have arranged for a mechanism to bifurcate the water requirements. If the property is within the Released Area and is requesting water service and does not have an active or an inactive Creek-2 water meter, the Planner approves the water service request and notes whether the service address is in the Released or Permissive area. The Community Development Administrative Assistant sends the 'Notice Concerning Applications for Water Service in Glenpool Territory' ("notice") to Creek-2 and to the City's utility billing office to establish an account.

If Glenpool management decides to provide additional water service in the Permissive Area, this notice is also sent to Creek-2 and the City's utility billing office. Such water service requires the payment of a one-time connection fee and a monthly royalty provided by the Agreement. The connection fee and monthly royalty payments are calculated by the City's utility billing department. Customers in the permissive area are identified by the "class" of "SP2" on the INCODE billing system and the "service code" of "305 – CCRD2 Royalty".

The Third Amendment to the Agreement of Compromise, Settlement and Release was executed by Glenpool and Creek-2 on December 12, 2018. This amendment requires that Glenpool track construction meter connections and terminations of the connections, such that five or more such iterations in a fiscal year will trigger the requirement to remit a meter connection fee to Creek-2. Glenpool has established a new procedure to go into effect in the next audit period to track construction meters in the permissive area. After successful application for a construction meter, the contractor will meet a Glenpool public works foreman at the fire hydrant location who then verifies with the public works supervisor as to the classification of the location as either Permissive or Released. The utility department then creates a service order using a "job code" that will show the location designation of the construction meter. Once a construction meter is flagged in the permissive area, it will be tracked sufficiently to determine if 5 iterations as described above have occurred in a fiscal period at which time a meter connection fee will be remitted to Creek-2.

Glenpool remitted royalty fees for one customer with two meters in the Permissive Area; the Triumph Worship Center located at 2125 West 181st Street South, that were installed prior to execution of the Agreement and a second customer with six meters; Mark Allen Chevrolet that were installed in the prior audit period. There were no new meters identified in the Permissive Area in the current audit period. The City reported these eight meters monthly sending the 'Monthly Reporting Form for Glenpool' to the Creek-2 District office. Glenpool sent the required monthly report for each month from July 1, 2018 through June 30, 2019 ("Audit Period"), remitting the monthly royalty fees for these eight meters.

We obtained a customer history file for all active Glenpool utility customers and compared the service addresses to the service addresses in the original baseline customer count file and the building permit files provided in the current and prior years. We updated our reference file to include all service addresses for future comparisons.

Findings: There appears to be an increased emphasis that the procedures and controls are in place to assure compliance with the agreement.

Suggestions: Glenpool management should continue to assure that there is proper training provided, especially to new employees performing key roles in assuring compliance.

2. We will obtain building permit records for all new construction within the Permissive Area during the Audit Period and compare such records to records maintained within Glenpool's utility billing system pertaining to the installation of new water meters at the physical addresses on the building permits to ensure that information regarding new meter installations reported to Creek-2 is timely and accurate.

We obtained a listing of building permits issued by the Glenpool during the Audit Period and determined that there were 55 properties that had a permit type of "BLD-RES" or "BLD-COM". We compared these permits to the "Notice Concerning Applications" reports that were received by Creek-2.

Finding: We noted four instances where the required notice was not sent by Glenpool to Creek-2. The Agreement requires monthly reporting "to serve as a notification procedure by which Creek-2 and Glenpool will each inform the other as to each new customers subscribing to water services within either the Permissive Area or the Released Area, excepting only the Reserved Creek-2 water customers in the Released Area and to verify that potential new customers in the Permissive Area or Released Area, excepting only Reserved Creek-2 water customers in the Released Area, for properties not previously provided water service have been advised, on the face of the application, that they may choose which water utility provider shall provide water service to their property." However, this is improved from the previous 2018 audit period report which showed twelve exceptions.

Recommendation: The City should continue to refine tracking procedures to assure that all new connections are reported in a timely manner to Creek-2.

3. We will calculate the amount of Meter Connection Fees due Creek-2 during the Audit Period based upon building permits, utility installation records, and utility billing records, and will compare the results of that calculation to the amount remitted by Glenpool during the same period. We will reconcile any differences noted and determine the correct amount due during the Audit Period.

Finding: We noted no new connections in the Permissive Area for which meter connection fees would be due.

4. We will examine Glenpool's records (including, but not limited to raw computer billing data, customer reports, software billing programs) to determine whether amounts paid to Creek-2 for Royalty Fees due on Active Water Connections in the Permissive Area during the Audit Period are correct. We will reconcile any differences noted and determine the correct amount due to Creek-2 during the Audit Period.

Finding: Other than a slight overpayment as discussed in procedure 5 which follows, the royalty fees were calculated correctly and remitted timely. Receipt of the fees was confirmed by a review of Creek-2's records.

5. We will obtain documentation of the CPI-U adjustments made to Meter Connection Fees and Royalty Fees paid by Glenpool to Creek-2 during the Audit Period and determine whether such adjustments were accurate and made in a timely manner.

The Agreement requires that the CPI-U adjustment shall be the percentage change of the year-end CPI-U from December 31 of the immediate past calendar year and the year-end CPI-U from December 31 of the second immediate past calendar year, as published by the Bureau of Labor Statistics annually. The CPI-U for December 2017 was 246.524. The CPI-U for December 2018 was 251.233 which is a 4.709 index point change. This index point change is then divided by the earlier index of 246.524 for an adjustment of 1.91%.

After the CPI-U adjustment, the meter connection fee increased by \$16.04 to \$855.92 for connection less than 1" in diameter and by \$24.06 to \$1,283.87 for connections greater than or equal to 1" in diameter. The royalty fee increased by \$0.18 to \$8.32 which was the rate paid by Glenpool from the February billing cycle forward.

Finding: The CPI-U adjustment was calculated and applied properly for the connection fees, however, the calculation for the royalty fee should have been an increase of \$0.16, resulting in a cumulative overpayment in the audit period of \$0.64. Although trivial, the overpayment would be compounded and carried forward for future years when the activity becomes greater.

Suggestion: Consider requiring a review of the calculation by a second knowledgeable person prior to implementing the rate change.

With Respect to Creek-2's Records

1. We will update our understanding of the policies, procedures, and methodologies used by Creek-2 to create, maintain, bill, and terminate Shared Utility Customers. Such understanding shall be documented by the Auditor in writing.

Shared Utility Customers receive water service from Creek-2 and wastewater sewer service from Glenpool. Because there is no separate mechanism for measuring wastewater usage without metering potable water, Glenpool has provided Creek-2 with its rate structure for calculating sewer service based on water usage. This is billed to the Shared Utility Customers by Creek-2 and remitted to the City on a monthly basis, whether or not billing is paid to Creek-2. During the Audit Period, Creek-2 billed fifteen shared utility customers, ten of these customers are located on the 14000 block of South Elwood. All of the Shared Utility Customers are located in the released area. Creek-2 is expecting more Shared Utility Customers from South 26th West Avenue once the Glenpool sewer line is complete.

Historically, the establishment of a Shared Utility Customer has been a rare occurrence. These customers all live in the Glenpool city limits, are Creek-2 water customers and have converted from septic or anaerobic systems to Glenpool sewer. As the City expands its sewer services, the number of Shared Utility Customers will likewise increase. It is anticipated that a proposed development near the 14600 block of South Elwood to create as many as 230 new shared utility customers.

We reviewed the billing and collection records for all fifteen active Shared Utility Customers. All Shared Utility Customers were billed a base charge of \$14.00 which includes the first 1,000 gallons, and an additional \$2.75 for each additional 1,000 gallons of water usage. The rates were confirmed by the City of Glenpool and were unchanged from the prior audit period. The Shared Utility Customers are noted in the Creek-2 utility billing system as "Secondary Status G" and service type "SwrGP". Creek-2 remits the total billed for all sewer charges to Glenpool by the 20th of the month, whether or not such billing has been collected by Creek-2.

Findings: Procedures were documented in writing as above.

2. We will obtain and compare records maintained by Glenpool pertaining to wastewater taps made or maintained at addresses served by Creek-2's domestic water and compare such records to Creek-2's billing records for Shared Utility Customers.

Glenpool provided a list of 29 customers with sewer connections established during the audit period, of which 17 did not have current Glenpool water service. All 17 properties were located in the released area and were on the Glenpool permit list for the current audit period. The notices provided by Glenpool were reviewed and all 17 customers had elected water service from Glenpool. We concluded that the permits were for connections that were not yet in service.

Findings: We noted one customer at 13700 S Peabody Drive that was not on the prior list or previous building permit files, but on the Glenpool master account list. Upon inquiry, it was noted that the customer had been set up to charge storm water/recycle fee only and that they had been flagged as a shared utility customer with a date of service of 11/28/2018. After additional research, it was discovered that they did in fact have new sewer service but had not been set up by Creek-2 to start collecting sewer fees due to an address communication error. It was agreed by both parties to begin billing for the sewer services in August 2019. The property address was not found on the list of new sewer connections provided by Glenpool.

Suggestion: Additional procedures may be warranted to assure that all new sewer connections are properly identified and reviewed for potential status as a shared utility customer. This is especially important given that this activity could increase in the near future.

3. We will examine Creek-2's records (including but not limited to raw computer billing data, customer reports, software billing programs) regarding water consumption by Shared Utility Customers and calculate the amounts due Glenpool for wastewater collection services for those customers. The Auditor shall compare the calculation above to the actual amounts paid to Glenpool for the Audit Period and reconcile any differences noted.

We reviewed the billing and collection records for all fifteen active Shared Utility Customers. The rates billed were consistent with the rate schedule provided by Glenpool. Creek-2 remitted the total billed for all sewer charges to Glenpool by the 20th of each month. Glenpool confirmed receipt of all of the payments.

Finding: Charges for wastewater collection services were paid by Creek-2 to Glenpool accurately and timely.

Procedures Applicable to Creek-2 and Glenpool

1. We will apply the following agreed-upon procedures, as specified in the Agreement provided that we may implement the Audit Sampling standards set forth in AU Section 350, Audit Sampling, implementing Statements on Auditing Standards No. 39, 43, 45 and 111, promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants, as such AU 350 may be amended or superseded.

Finding: Sampling Standards as set forth in AICPA AU Section 350, Audit Sampling were followed as indicated in the descriptions of procedures performed above.

2. We will perform any other procedures we deem reasonable and necessary to ensure that the purpose and intent of the Agreement has been met by both Creek-2 and Glenpool.

We obtained a customer listing from the City of Glenpool's Utility Billing Department and cross-checked the service addresses with a listing that included the addresses of the Glenpool Baseline Customer Count and the relevant building permit lists obtained in the audit procedures for the period ended June 30 2016, and years ended June 30, 2017, 2018, and 2019. This list has been updated to include any previously omitted addresses and will be maintained and built upon in future.

Finding: Based on the agreed-upon procedures performed, we find that the purpose and intent of the Agreement has been substantially met by both Creek-2 and Glenpool for the Audit Period.

3. The above agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants ("AICPA") and the Government Accountability Office ("GAO").

Finding: The procedures described above were conducted in accordance with attestation standards established by the AICPA and GAO.

We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on the accompanying review of transactions. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the specified users, as identified above, and is not intended to be and should not be used by anyone other than these specified parties

Elfrink and Associates, PLLC

Elfrink and Associates, PLLC
August 30, 2019



To: Mayor, Council, GUSA Chairman and Board Members

From: Wendy Knight, City Clerk

Date: November 4, 2019

RE: Intercom Replacement Police and Utility Departments

Background:

This item is for Council/GUSA Board consideration and action regarding the approval and acceptance of a quote solicited and received from Mac Systems for intercom replacement. The intercoms to be replaced are located in the lobby/dispatch office at the Police Department, 3 walk-up counters at the Utility Department, and the drive-thru window at the Utility Department. The Police Department intercom system was originally replaced in April, 2016 and subsequently required repairs in December 2017. This unit is currently inoperable. The Utility Department intercom system was originally replaced in November, 2015, and repaired in March, 2018. The drive-thru window, and 2 walk-up counter units are currently inoperable. A visual inspection of all equipment was performed by City staff and a representative of Red Hawk, and it was determined that the intercoms needed to be replaced, due to the age of equipment and repair costs. As noted in the attachments, quotes for this replacement work were solicited and received from three separate service companies:

- Techsico: \$14,540.00
- Red Hawk: \$14,410.00
- Mac Systems: \$10,000.00

*Note - All three companies offer a 1 year parts and labor warranty.

Staff Recommendation:

Staff has reviewed the quotes received for intercom replacement and recommends approval of the quote from Mac Systems in the amount of \$10,000.00, with \$2,000.00 to be paid from General Fund Budget Item No. 01-6-03-6202, and \$8,000.00 to be paid from GUSA Budget Item No. 02-6-17-6202.

Attachments:

- A. Replacement Quotes

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



TECHSICO ENTERPRISE
SOLUTIONS

Quote #: EH-049

Project: EH-049 - Glenpool - Window Intercoms

Date: 8/16/2019

Proposed Pricing

Spec(s) &
Plan(s):

Proposal By: Kevin Key
Phone #: (918) 585-2347
Email: estimating@techsico.com

Customer: City of Glenpool
Contact: Wendy Knight for Jeff Wallen
Site: Windows
Address: 12205 S Yukon Ave
Glenpool, OK 74033

Product Number	Qty	Description	Unit	Line Total
Material & Labor Cost				\$14,540.00
Materials				
	3	Surface Raceway-6'-3/4"-3/8"-Plastic-Uniduct-Ivory	ea	
	3	Surface Raceway Cover Clip-1"-For 3/4"-Plastic-Uniduct-Ivory	ea	
	3	Surface Raceway Drop Ceiling Connector-2,125"-1.4375"-For 3/4"-Plastic-Uniduct-Ivory	ea	
	3	Surface Raceway Flat Elbow-1.5"-For 3/4"-Plastic-Uniduct-Ivory	ea	
	3	Surface Raceway Internal Elbow-1.25"-For 3/4"-Plastic-Uniduct-Ivory	ea	
	3	Surface Raceway External Elbow-1"-For 3/4"-Plastic-Uniduct-Ivory	ea	
	3	Surface Raceway Tee-2,1875"-0.6875"-For 3/4"-Plastic-Uniduct-Ivory	ea	
	400	Cable - UTP-Cat5e-4 pair-24 AWG-Plenum-Box-White	ft	
	150	Cable - 4 Conductor-SSA-Plenum-Box-Unshielded-22AWG/4-Stranded-Natural	ft	
	4	Jack-Cat5e-RJ45-White VolP	ea	
	16	Connector Mod Plug-Cat6-RJ45-UTP-Crimp-On-Plenum-Plug-8P8C-Solid-Clear	ea	
	2	Low Voltage Mounting Plate-1 Gang-Plastic-White	ea	
	2	Faceplate-2 Port-Labeled-White	ea	
	3	Copper Patch Cord-Cat5e-RJ45-RJ45-10 Ft-Snagless-PVC-Stranded-Blue	ea	
	4	Label - Station	ea	
	4	Testing - Station	ea	
	1	Sheet Metal	ea	
	4	IC-Edge System	ea	
	4	TKIS-2 Turbine Station Kit	ea	
	1	Network Switch - 8 port-PoE	ea	
	4	Surface Mount Backbox-2 Gang	ea	
	4	2-Gang Call-In Station, 8Ω, Vandal Resistant, Stainless Steel	ea	

Labor
Install, terminate, label, and test up to 8 connections using up to 400 feet of Cat5e cable. Install up to 3 sticks of wiremold. Install up to 4 window intercom stations (1 at drive through) with 4 remote stations. Install up to 1 PoE switch. Install up to 3 patch cords.

Exclusions / Assumptions /
Provided by Others

Firestopping provided by Division 7 or others. Conduit, Innerduct, Surface-mount raceways, Penetrations, Cable trays/Ladder rack/Basket unless specified above, Core drilling, Floor boxes and floor box accessories, Ground wire larger than 6AWG, Ground bar, Communications/power poles, Handholes, NEMA enclosures, Fire sleeves, Conduit Sleeves, Bushings, Plywood, Demo, and Electrical Work provided by Division 16/26/Electrical Contractor or others. Cross-connects, Fiber, Copper backbone, Building entrance protectors, Surge protection, Outside plant cable, Racks/cabinets, and Special cubicle or furniture faceplates not specified in Division 27/Communications section or not included in this quote. All heavy equipment is excluded. Rock clause in effect. Any needed permits are excluded. Coordination with utility companies is excluded. Locates of any private underground cables is excluded. Assuming any existing conduit to be used or conduit provided by others will be of appropriate size in order to not violate a maximum of 40% fill upon completion. Floor/wall x-rays are excluded. Any and all material/labor not listed above is excluded.

The above mentioned items may be included at an additional cost.

Section(s) Bidding

Certification(s) RCDD, OK LIC. #1103

Page 1 of 2



TECHSICO ENTERPRISE
SOLUTIONS

Quote #: EH-049

Project:	EH-049 - Glenpool - Window Intercoms		Date:	8/16/2019
Warranty	1 year (workmanship)			
Addenda	n/a	Addenda have been received and acknowledged.		
Clarification	n/a	Clarification(s) have been received and acknowledged.		
Change	n/a	Change(s) have been received and acknowledged.		
Tax	Applicable tax for customers location			\$0.00

TOTAL	\$14,540.00
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Comments:

All State and Local sales tax will be applied at time of invoicing.
All cabling will be installed, terminated and tested in accordance with EIA/TIA Standards.
Payment Terms: DUE UPON RECEIPT. Any invoice over 30 days past due will be assessed a minimum 1.5% service charge.
Any payment made by credit card will be charged a 2.75% fee.
This proposal and applied rates will expire in 30 days.
Part numbers provided for reference only. Similar products may be substituted without degrading integrity.
Upon acceptance of this bid, when signed by an authorized representative, shall serve as a binding contract between TECHSICO and the above mentioned customer.
For additional information, please contact TECHSICO Sales at 918-585-2347 or estimating@techsico.com.
CONFIDENTIALITY NOTICE: Recipient acknowledges by its receipt and use of this proposal that it is confidential and proprietary information of TECHSICO. Recipient may use this document for the purpose of evaluating TECHSICO's proposal and for no other purpose. Please ensure that this proposal is not disclosed to any persons other than your employees with a viable need to know.

Signature for Acceptance of Quote: _____

Date: _____

Return via email estimating@techsico.com or fax (877) 825-9047

Charles Wallen

From: Joe Gragg [Joe.Gragg@redhawkus.com]
Sent: Tuesday, July 31, 2018 10:08 AM
To: Charles Wallen
Subject: Intercom Proposal
Attachments: City of Glenpool Intercom Proposal.pdf; IM-1 Kit Contents.pdf
Importance: High

Jeff:

Attached is the proposal for 1 Teller Window Intercom. I can get \$110.00 off each unit if you buy 4. That would save \$440.00 dollars if you replace them all. Let me know how you wish to proceed or if you have any questions. I also included the parts list for everything included. My price is Turnkey with Red Hawk doing the install.

Joe Gragg
Service Sales Professional
OK Lic. A6065
Cell: 405-406-5640



6000 NW 2nd Street, Suite 1000
Oklahoma City, OK 73127
Office: (405) 787-8444 Fax: (405) 787-8882
Joe.Gragg@Redhawkus.com www.Redhawkus.com



"Our Business is Protecting Yours"

Project Sales Agreement

Prepared For:

City of Glenpool

Jeff Wallen

Maintenance Mgr.

Phone:

eMail: cwallen@cityofglenpool.com

14525 South Elwood

Glenpool, OK 74033



Prepared & Submitted By:

Joe Gragg

Phone: 405-406-5640

Cell: 405-406-5640

Fax: 405-787-8444

eMail: joe.gragg@redhawkus.com

Date Prepared: July 31, 2018

Agreement Start Date:

Proposal No:

PROJECT AGREEMENT**By and Between**

Red Hawk Fire & Security
6000 NW 2nd Street, Suite 1000
Oklahoma City, OK 73127

City of Glenpool
14525 South Elwood
Glenpool, OK 74033

(Hereinafter "Seller")

(Hereinafter "Customer")

Proposal ID:

Installation and / or Service Location:
City of Glenpool
14525 South Elwood,
Glenpool OK

PROJECT

Our price for Material and Installation is **\$2,992.00** includes all applicable taxes
Please see Addendum A - Schedule of Equipment.

No maintenance options included.

TIME SENSITIVE: Due to the uncertainty of material prices we will be unable to honor this quotation after ten (10) days.

CUSTOMER MUST INITIAL HERE IF SERVICE IS NOT BEING PROVIDED UNDER THIS AGREEMENT _____

OUR PRICE INCLUDES THE FOLLOWING AS DESCRIBED IN THE STATEMENT OF WORK ATTACHED HERETO:

1 Unit Pricing for 1 Teller Window Intercom

2
3
4
5

OUR PRICE EXCLUDES THE FOLLOWING:

1 110V Electrical work

2
3
4
5

****** DID YOU KNOW YOU MAY HAVE THE ABILITY TO LEASE THIS SYSTEM? ******

	24 Months	36 Months	48 Months	60 Months
Fair Market Buyout	Call	Call	Call	Call
Dollar Buyout	Call	Call	Call	Call

To lease this system or learn why leasing may be your best choice, call Joe Gragg at 405-406-5640

Proposal ID:

GENERAL TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS WILL GOVERN ALL TRANSACTIONS BETWEEN CUSTOMER AND SELLER FOR THE GOODS AND SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT. THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO ANY PURCHASE ORDER ISSUED BY CUSTOMER AS IF EXPRESSLY SET FORTH THEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR IN ANY OTHER DOCUMENT SHALL BE DEEMED OBJECTED TO BY SELLER AND SHALL BE OF NO FORCE OR EFFECT.

THE PARTIES EXPRESSLY AGREE THAT MONITORING SERVICES ARE SPECIFICALLY EXCLUDED FROM THE SCOPE OF THIS AGREEMENT.

1. PAYMENT: As a condition of performance, payments are to be made as follows: Customer will pay 30% upon contract signing, 30% upon shipment of equipment to Seller or Customer, 30% upon substantial completion and 10% upon final acceptance by Customer.

The Customer will promptly pay invoices within thirty (30) days of invoice date. Should a payment become thirty (30) days or more delinquent, Seller may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. A finance charge will be added to past due accounts at the rate of one and one-half percent (1.5%) per month, or at the highest legal rate, whichever is less.

Any standard goods that are either received at the Seller warehouse, or delivered to the Customer site, that are later canceled or returned by Customer are subject to a Five Percent (5%) restocking fee. Any custom orders are subject to a one hundred percent (100%) restocking fee.

2. TAXES: The Customer shall be responsible for all taxes applicable to the work and/or materials hereunder.

3. WORK HOURS: Seller will perform all work during normal business hours: Monday through Friday, 8:00 AM - 05:00 PM

Any requests for work to be performed outside normal business hours will be billed at Seller premium rates in effect at the time the work is performed.

4. INSTALLATION CONDITIONS:

Seller will arrange for installation of the equipment in accordance with specifications, drawings and instructions provided by Customer, which specifications and drawings are considered a part of this Agreement. Customer shall provide Seller a safe working environment and unencumbered access to all areas where work is to be performed. Customer acknowledges that Seller's service personnel have been instructed not to perform any work in hazardous locations until working conditions have been made safe, as determined in the service personnel's sole discretion, and it is the responsibility of the Customer to take any measures necessary to eliminate such hazards before the work may proceed. Customer shall provide reasonably adequate lighting, heating, ventilation and other working conditions to permit safe and proper installation. Suitable foundations, wall openings, curbing holes, pits, tunnels, culvert piping, grouting, surrounding masonry and concrete, canopies and architectural enclosures, and sun screens shall be constructed by others at Customer's cost. Customer shall also provide at its own expense the power and lighting that is required for proper operation of the equipment. If, through no fault of Seller, Seller cannot proceed with the work within a reasonable time after delivery of the equipment and/or Seller's arrival at the work site, Customer shall pay Seller's actual expenses, including, but not limited to, additional service fees and any storage fees incurred by Seller in waiting to proceed or in returning to Customer's premises to perform the work. Customer shall notify Seller of any cancellations forty-eight (48) hours in advance of any scheduled service call. Failure to so notify will result in an additional service fee charged to Customer. Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the installation of the equipment which are legally required at the time that the installation is done. Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. In the event that Seller is required, in connection with the installation of the equipment, to do additional work either because Customer did not prepare the job site, or because the drawings, wiring, or other work done by Customer or for Customer by others, was not properly represented in the drawing supplied to Seller, Seller shall have the option of doing the additional work required to complete the job, and will charge Customer at Seller's current prevailing rates for such work, or, of abandoning the installation and being paid in full by Customer upon demand therefore. Any additional amounts so charged shall be due within ten (10) days of receipt of invoice by Customer. Customer represents to Seller that it has an interest in the real estate on which the equipment is to be installed and that has the authority to and hereby authorizes Seller to do the work as provided in this Agreement. Further, Customer warrants that the job site at which the installation work to be done hereunder, complies with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions.

5. TIME AND MATERIALS SERVICE WORK / CHANGE ORDERS In the event that Seller is asked by Customer to perform additional work, e.g., on a time and materials basis or per change order, during the duration of this Agreement, and such work is outside the scope of work contemplated herein, the Customer understands and agrees that any such work will be performed by Seller pursuant to the terms and conditions contained herein and at Seller premium rates in effect at the time the work is performed.

6. INDEMNIFICATION: Seller agrees to indemnify the Customer for losses due to bodily injury, or property damage to the extent caused by Seller's negligent acts or omissions, or the negligent acts or omissions of its employees, agents and subcontractors during the performance of this Agreement but not to the extent caused by others.

7. LIMITATION OF LIABILITY: Notwithstanding anything to the contrary herein and to the extent permitted by law, the aggregate liability of Seller to the Customer, whether in contract, tort (including negligence), or otherwise will be limited to one (1) times the Agreement value, provided however the foregoing does not limit the liability of Seller for any injury to, or death of a person, caused by the gross negligence of Seller.

8. GENERAL: (a) This Agreement, and the Scope of Work, constitutes the entire Agreement between Customer and Seller and supersedes all prior written and oral agreements in relation to the work contemplated under this Agreement. (b) No amendments, modifications, or supplements to this Agreement shall be binding unless in writing and signed by both parties. (c) Any rejection of goods for being nonconforming under the requirements of this contract must be made by the Customer by sending written notification to Seller of the rejection within fifteen (15) days after their delivery. Such notification shall state the basis of the alleged nonconformity of the goods and the description of that portion of the shipment being rejected. (d) This Agreement shall not be in effect or binding upon Seller until signed by its duly authorized representative. (e) Customer may not assign its rights or delegate its duties hereunder without the specific, written consent of Seller.

7/31/2018

Proposal ID:**9. WARRANTIES:**

Any equipment provided by the Seller will be warranted for a period of One (1) Year from the date of the equipment or replacement parts are installed by Seller. Notwithstanding the foregoing, equipment and labor provided by Seller on any physical security equipment specified on the Schedule of Equipment attached hereto shall be warranted for a period of one (1) year from the date the physical security equipment or replacement parts are installed by Seller. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or other event beyond the reasonable control or fault of Seller, (iii) misuse, fault or negligence of or by Customer, (iv) use of the equipment or replacement parts in a manner for which they were not designed, (v) causes external to the equipment or replacement parts such as, but not limited to, water damage, power failure or electrical power surges or (vi) use of the equipment or replacement parts supplied by the Seller in combination with equipment or software not supplied by the Seller. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than Seller without Seller's prior written approval, or any use of replacement parts not supplied by Seller, shall immediately void and cancel all warranties with respect to the affected products.

PHYSICAL SECURITY - Notwithstanding the foregoing, and excluding inspections, equipment and labor provided by Seller on any physical security equipment specified on the Equipment list attached hereto shall be warranted for a period of one (1) year from the date the physical security equipment or replacement parts are installed by Seller.

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER IN CONNECTION WITH THE SERVICES PERFORMED AND EQUIPMENT PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

10. INSURANCE: Seller agrees to maintain the following insurance during the term of the Agreement with limits not exceeding the stated amounts:

(a) Comprehensive General Liability insurance covering bodily injury and property damage with a limit of \$2,000,000 per occurrence and \$2,000,000 general aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of \$1,000,000 per occurrence and (c) Automobile liability covering bodily injury and property damage with a combined single limit of \$2,000,000 per occurrence. If Seller is performing services on Customer's site, Customer will be named as additional insured under the Commercial General Liability policy only with respect to liability arising out of bodily injury or property damage but only to the extent resulting from the negligent acts or omissions of Seller or its willful misconduct arising out of the ongoing performance of its obligations under the contract. Seller does not waive its right to subrogation or provide copies of its policies, certified or otherwise nor does it provide endorsements.

11. FORCE MAJEURE: Seller shall not be liable for any failure to perform or delays in installing or repairing equipment or systems, or for any interruption of any service to be performed hereunder, or in the performance of an obligation hereunder as a result of an event beyond its reasonable control, including, but not limited to, strikes, industrial disputes, fire, flood, acts of God, war, vandalism, riot, national emergency, acts of terrorism, embargoes or restraints, supplier default, supplier default, extreme weather or traffic conditions, order or other act of any governmental agency, and shall not be required to supply any service to the Customer while interruption of such service due to any such cause shall continue. Service charges shall cease until service is resumed.

12. MUTUAL WAIVER OF DAMAGES: NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, LIQUIDATED, CONSEQUENTIAL, SPECIAL OR ECONOMIC LOSS, COST LIABILITY, DAMAGE OR EXPENSES HOWSOEVER ARISING, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT DUE TO NEGLIGENCE OF EITHER PARTY IN PART OR IN WHOLE.

13. ENVIRONMENTAL: Customer agrees and acknowledges that Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims, and liabilities associated with or incurred in connection with hazardous materials or substances upon, beneath, about, or inside Customer's equipment or property, and Customer shall be solely responsible for reporting the presence of said hazardous materials or substances to the proper governmental authorities. Customer further agrees and acknowledges that title to, ownership of, and legal responsibility and liability for any and all such hazardous materials and substances at all times shall remain with Customer and that Customer shall be solely responsible for the removal, handling, and disposal of all hazardous materials in accordance with all applicable governmental regulations.

14. EXPORT COMPLIANCE: Customer hereby represents and warrants that it will comply with the requirements of all applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations, in the performance of this Agreement and the treatment of Confidential Information herein. Customer agrees to indemnify and hold harmless Seller from any costs, penalties, or other losses caused by, or related to, any violation or breach of the representations and warranties in this provision. This provision shall survive any termination or expiration of this Agreement.

15. COMMERCIAL ITEMS: Seller agrees only to perform a contract for the sale of a commercial item on a fixed-price or time and material basis. The components, equipment and services proposed by Seller are commercial items as defined by the Federal Acquisition Regulations ("FAR") Part 2, and the prices in any resulting contract and in any change proposal are based on Seller's standard commercial accounting policies and practices, which do not consider, and will not meet, any special requirements of U.S. Government cost principles and procedures under FAR or similar procurement regulations.

16. GOVERNING LAW: This Agreement shall be interpreted in and governed by the laws of the State in which the work is to be performed including all matters of construction, validity, performance and enforcement. Attorneys' fees and other legal costs may be assessed. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and of equal force and effect.

17. COSTS AND ATTORNEYS' FEES: In the event that it shall become necessary for Seller to employ a collection agency or attorney to collect unpaid charges or any other sums Customer may owe hereunder, Customer shall be liable to Seller for Seller's reasonable and necessary costs of collection and attorneys' fees incurred in such collection activities. In the event of any other legal proceeding related to this Agreement, the prevailing party in such proceeding shall be entitled to recover its costs and reasonable attorneys' fees from the other party.

18. SEVERABILITY: If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction or an arbitrator to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Proposal ID:

19. SUBCONTRACTING: Seller shall have the right to subcontract, in whole or in part, any installations and/or services, including but not limited to, monitoring services and/or limited warranty/extended limited warranty services which Seller may perform. Customer acknowledges that this contract and particularly those paragraphs relating to Seller's limited liability, disclaimer of warranties, and third party indemnification, inure to the benefit of, and are applicable to, any assignees and/or subcontractors with the same force and effect as they bind customer to Seller.

20. NOTICES: All notices under this Agreement shall be in writing, signed, dated and sent by overnight courier or registered or certified U.S. mail, postage prepaid, return receipt requested, to the parties at the addresses shown below. All changes of address must be in writing and delivered as provided in this Section. Notices are deemed given when deposited, as described above, with the U.S. mail or in the overnight receptacle.

21. Price Adjustment Clause Proposal: Customer agrees that the availability and price of certain Materials and Commodities ("Materials") worldwide, including but not limited to, oil, gasoline, steel, aluminum, wire and plastic products can be extremely volatile. Seller's pricing for this contract is competitive and has allowed for a reasonable escalation of Materials costs. Customer agrees however, that should the cost of Materials exceed five percent (5%) above the current cost to Seller, Seller may supply a change order in writing or by e-mail for the increase in the cost of Materials as described above and the Customer agrees to approve and agree to pay the change order in writing or by email in no more than (10) ten calendar days of the email being sent to Customer. Further, the Parties agree that notwithstanding anything stated to the contrary in the governing terms and conditions, when circumstances as described above so require, CUSTOMER AGREES THAT IN THE EVENT CUSTOMER FAILS TO ACCEPT AND APPROVE THE CHANGE ORDER WITHIN (10) TEN CALENDAR DAYS AFTER SELLER SENDS IT, SELLER WILL PROCEED, KEEP RECEIPTS OF ALL COSTS AND ADD THE INCREASE AS WELL AS A TEN PERCENT (10 %) ADMINISTRATIVE FEE TO ITS NEXT INVOICE TO CUSTOMER.

Any such notice, if sent by the Customer to the Seller, shall be addressed as follows:

Attn: Red Hawk Fire & Security
6000 NW 2nd Street Suite 1000
Oklahoma City OK 73127

And if sent by the Seller to the Customer, shall be addressed as follows:

Attn: City of Glenpool
Jeff Wallen
14525 South Elwood
Glenpool, OK 74033

**SIGNATURES CONSTITUTE ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN.
AGREEMENT VALID UPON SIGNATURE OF RED HAWK MANAGER.**

**Red Hawk Fire & Security
Proposed By:**

**City of Glenpool
Accepted By:**

Joe Gragg

**Joe Gragg
Account Representative**

Date

**Jeff Wallen
Maintenance Mgr.**

Date

Accepted By:

**Tim Williams
General Manager, Red Hawk Fire & Security**

Date

7/31/2018



The Final Piece of the Security Puzzle

Ticket Window System

- Complete system must include:
 - IMU-100 Controller & Base kit
 - IME-100 Gooseneck Mic (installed on base)
 - IAI-100 Driver Unit & Acoustic Tube kit
 - IAX-100 Extension Tube (1 included in kit)
 - ISE-100 Motion Sensor
 - PS-2420UL Power Supply
- *IM-1 Kit includes all of the above!*



Outside



Control Unit



Inside

Ticket Window System

- Complete system must include:
 - IMU-100 Controller & Base kit
 - IME-100 Gooseneck Mic (installed on base)
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 - IAX-100 Extension Tube (1 included in kit)
 - ISE-100 Motion Sensor
 - PS-2420UL Power Supply
- *IM-1 Kit includes all of the above!*



Outside



Control Unit



Inside

August 20, 2019

City of Glenpool
12205 S. Yukon Ave.
Glenpool, Oklahoma 74033
918.770.2573
wknight@cityofglenpool.com



Attn: Ms. Wendy Knight

Reference: City of Glenpool Utilities and Police Department Intercom Proposal - Revised

Pursuant to your request, we have prepared our proposal for your review and consideration. We endeavor to provide competitive pricing without sacrificing quality workmanship.

A. Scope of Work

1. **Utilities Office:** Provide and install three (3) Norcon TTU-1A-X Talk Thru Electronic Communication Systems and one (1) Norcon TTU-3-X Counter-Top 2 Way Talk Thru Electronic Communication System.
2. **Police Department:** Provide and install one (1) Norcon TTU-1A-X Talk Thru Electronic Communication System.

B. Clarifications

1. This proposal is valid for 30 days.
2. Payment terms are net 30 days upon date of invoice. Invoicing will be monthly progressive.
3. Equipment Costs : *Norcon TTU-1A-X (\$1,500.00) ea. Norcon TTU-3-X (\$1,800.00) ea.*
4. Mac Systems offers a one (1) year parts and labor warranty on Norcon Communications equipment installations.

C. Exclusions

1. Work outside of normal hours of M-F 7:30 A.M. – 5:00 P.M.
2. Painting, patching, or removal of existing intercom system equipment.

Utilities Building (\$8,000.00) Police Department (\$2,000.00)

Contract Cost: Ten Thousand Dollars (\$10,000.00)

Signed: _____ Title: _____ Date: _____

We appreciate the opportunity to serve your electronic system needs. Please contact me at your convenience if we can be of any additional assistance.

Sincerely,

Aaron Burdg
aburdg@macsystems.co

FIRE SUPPRESSION & DETECTION // SECURITY // ACCESS CONTROL // INTERCOM // MONITORING

OK LIC. #0363 | OK FE LIC. #235 | AR FS LIC. #FSS-041 & #RME-056 | AR CON. LIC. #0053660311 | AR FA LIC. # 2003-0071 | AR FE LIC. #P-173 | TX FS LIC. SCR. 1096 | TX FA LIC. #ACR-3350

1010 East 2nd Street Tulsa, Oklahoma 74119 | Office: 918.582.3736 | Fax: 918.582.3700 | www.macsystems.co



Date: November 4, 2019

To: Honorable Mayor/Chairman and City Council/Trustees

From: Wendy Knight, City Clerk

Re: 2020 Meeting Schedule

Background

Per Oklahoma Open Meetings Act O.S.25 § 311(A)(1), all public bodies shall give notice in writing by December 15 of each calendar year of the schedule of the regularly scheduled meetings for the following year.

Meeting schedules have been prepared separately for City Council meetings, each Trust Authority and GEMS. They are identical to 2019 in frequency and convening time for each public body.

Attached

- 2020 Meeting Calendar

**2020 CALENDAR YEAR
SCHEDULE OF REGULAR MEETINGS
GLENPOOL CITY COUNCIL
GLENPOOL, OKLAHOMA**

DATE	TIME	PLACE
JANUARY 6, 2020	6:00 P.M.	GLENPOOL CITY HALL
JANUARY 21, 2020 *	6:00 P.M.	GLENPOOL CITY HALL
FEBRUARY 3, 2020	6:00 P.M.	GLENPOOL CITY HALL
FEBRUARY 18, 2020 *	6:00 P.M.	GLENPOOL CITY HALL
MARCH 2, 2020	6:00 P.M.	GLENPOOL CITY HALL
MARCH 16, 2020	6:00 P.M.	GLENPOOL CITY HALL
APRIL 6, 2020	6:00 P.M.	GLENPOOL CITY HALL
APRIL 20, 2020	6:00 P.M.	GLENPOOL CITY HALL
MAY 4, 2020	6:00 P.M.	GLENPOOL CITY HALL
JUNE 1, 2020	6:00 P.M.	GLENPOOL CITY HALL
JUNE 15, 2020	6:00 P.M.	GLENPOOL CITY HALL
JULY 6, 2020	6:00 P.M.	GLENPOOL CITY HALL
JULY 20, 2020	6:00 P.M.	GLENPOOL CITY HALL
AUGUST 3, 2020	6:00 P.M.	GLENPOOL CITY HALL
AUGUST 17, 2020	6:00 P.M.	GLENPOOL CITY HALL
SEPTEMBER 8, 2020 *	6:00 P.M.	GLENPOOL CITY HALL
SEPTEMBER 21, 2020	6:00 P.M.	GLENPOOL CITY HALL
OCTOBER 5, 2020	6:00 P.M.	GLENPOOL CITY HALL
OCTOBER 19, 2020	6:00 P.M.	GLENPOOL CITY HALL
NOVEMBER 2, 2020	6:00 P.M.	GLENPOOL CITY HALL
DECEMBER 7, 2020	6:00 P.M.	GLENPOOL CITY HALL

* Denotes Tuesday Meeting

Meetings held at GLENPOOL CITY HALL, City Council Chambers, 12205 S Yukon Ave., Glenpool Oklahoma

APPROVED BY:
GLENPOOL CITY COUNCIL
12205 S. YUKON
GLENPOOL, OK 74033
918-322-5409

Filed in the office of the City Clerk on the ____ day of November 2019

Signed: _____



To: Mayor and Council

From: David Tillotson, City Manager

Date: November 4, 2019

Re: OneVoice Agenda Endorsement

Background:

Annually, the Tulsa Regional Chamber works with its members to craft a legislative agenda for the upcoming year. This year the OneVoice Legislative Agenda includes several issues that would be beneficial to Glenpool. The agenda continues to call on the state legislature to address municipal revenue diversification. As the Council is aware, municipalities in Oklahoma are the only state in the country that are forced to fund their operations through a single tax source, sales tax. Additionally, the agenda calls for removal of exemptions to the 811 One Call Program (Call Before You Dig). Although this will potentially create more work for our public works employees it will help protect our water and sewer lines in the ground. Finally, the legislative agenda calls for the widening of Highway 75 and continued support at both the state and federal level for economic incentives to assist municipalities with development.

Staff Recommendation:

Staff recommends endorsement of the Tulsa Regional Chamber's OneVoice Legislative Agenda.

Attachments:

- OneVoice Legislative Agenda



2020 Regional Legislative Agenda

State Priorities

ENSURING A PROSPEROUS ECONOMY

Municipal Funding Diversification

Support legislation that removes barriers to allow municipalities to reduce costs, operate efficiently, and diversify sources of revenue available to municipalities for operating revenue. Key initiatives include diversifying revenue for funding public safety agencies, streets, and other infrastructure improvements; and preserving and strengthening cities' authority to promote economic development activities within their borders.

Economic Incentives

Support tax credits, exemptions and incentives that provide an economic return to the State of Oklahoma, maintain our competitiveness in business attraction and retention, and increase capital investment. Several programs proposed for review by the Oklahoma Incentive Evaluation Commission are critical to our state's competitiveness and should be protected, including:

- Historic Rehabilitation Tax Credit
- All Quality Jobs Programs
- Quality Events Program
- Film Enhancement Rebate
- Automotive Engineering Tax Credit
- Small Business incubator Tenant Credit
- Opportunity Zones
- Oklahoma Seed Capital Fund

Statewide Branding and Marketing

Provide dedicated funding through the Oklahoma Department of Tourism to implement branding and marketing strategies developed through the statewide branding summit. These strategies may take the form of advertising, marketing, promotional materials, etc., and will target national and international audiences.

Meet the Demands for Research and Development in Leading Industries

One of the greatest concerns businesses face today is the rapid pace of evolving technology. In order to help our small to medium size companies keep pace with advancing technologies, the Oklahoma Center for the Advancement of Science and Technology (OCAST) offers research and development support but has been unable to meet demands due to inadequate investment by the state. Increased funding for applied research, development and technology transfer for advancing technologies in industry is necessary for Oklahoma businesses to compete in a national and global market. OCAST creates public/private research



2020 Regional Legislative Agenda

partnerships with focused financial resources on innovation having the greatest potential for commercial success in the shortest amount of time. Additionally, the OneVoice coalition calls on the legislature to study ways to improve Oklahoma's ability to compete nationally in the area of technology transfer in order to meet industry needs for a speed to market environment.

Criminal Justice Reform

Strengthen alternatives to incarceration and support reforms in sentencing, reentry and rehabilitation that safely reduce the prison population and enable nonviolent offenders to reenter the workforce. This should include investments in treatment and early-diversion efforts for individuals suffering from mental illness and addiction, increased access to training, and job placement for those incarcerated or being released, as well as structural changes in the criminal justice system. These smart-on-crime reforms would improve community safety, reduce recidivism, lessen the burden on prisons and safety net programs, and enable more ex-offenders to contribute meaningfully to Oklahoma's economy.

EDUCATED AND HEALTHY WORKFORCE

Fund Public Education for the 21st Century

Invest in Oklahoma Education — Common Ed, Higher Ed, and Career Tech — with a comprehensive, multi-year plan to be a Top 10 state by 2025. Investing in the development of a highly-skilled, well-educated workforce will make Oklahoma more competitive and elevate our state's reputation as a quality place to live, work, raise a family, and build a business.

Address the Teacher Shortage

Improve the ability of Oklahoma's PreK-12 public schools to attract and retain effective career teachers through policies designed to increase the state's pool of qualified teachers and improve teachers' job satisfaction. This should include developing a plan to become the top state in the region for teacher pay; incentivizing aspiring educators by providing full tuition waivers for education majors; and improving teaching conditions by reducing class sizes and increasing the number of education support professionals.

Full Medicaid Expansion

Support Medicaid Expansion that serves the largest number of uninsured Oklahomans in the most cost-effective way while also providing the largest financial return to the State of Oklahoma. OHCA, DHS, OSDH and Mental Health Medicaid services are vital to the health of Oklahomans and our workforce; the survival of nursing homes and rural hospitals; and the vitality of the health care industry, a \$12.5 billion economic engine statewide that employs more Oklahomans in primary jobs than any other private industry.

Healthcare Workforce Expansion

Address current & future health care workforce needs in urban & rural Oklahoma through the following means:

- Use all available state and federal resources to support and expand Teaching Health Center related programs, including by expanding the Oklahoma Hospital Residency Training Act to include community-based training.



2020 Regional Legislative Agenda

- Support the Physician Manpower Training Commission.
- Allow nurse practitioners and physician assistants with appropriate levels of training and experience to practice to the full extent of their licenses.
- Support reimbursement for approved programs that use technology to provide a collaborative model of medical education and care management to empower primary care clinicians in rural and underserved communities to provide specialty care to patients.
- Support and incentivize graduate medical education and fellowships in underserved specialties, including psychiatry.
- Request the Oklahoma State Regents for Higher Education seek funding to address the gap in the number of health care practitioner and health care support occupations needed throughout the health systems of the state.

Mental health treatment and support

Expand behavioral health and substance use disorder services to help more Oklahomans gain access to the treatment and support they need to live healthy, productive lives. This will improve the economy, increase workforce efficiency and support public safety. To accomplish this goal, Oklahoma must:

- Continue to increase appropriations for the Oklahoma Department of Mental Health and Substance Abuse Services and Oklahoma Health Care Authority to perform prevention, early intervention, and treatment services.
- Reverse cuts in provider rates and restore reimbursements for behavioral health and addiction treatment providers.
- Provide financial support for screenings, programs, and trainings that ensure earlier detection of mental illness and appropriate evidence-based treatment in primary care settings throughout Oklahoma.
- Treat federal mental health parity laws as minimum standards.
- Identify and fill any state-level gaps that prevent system-wide parity.
- Support the Oklahoma Department of Mental Health and Substance Abuse Services and the Oklahoma Health Care Authority in seeking federal waivers, which provide more and better options for inpatient and outpatient behavioral health and substance use disorders treatment.

Adverse Childhood Experiences

Support programs and funding to improve resilience and treat behavioral health conditions that often arise from adverse childhood experiences (ACEs). To improve long-term educational and workforce outcomes, policymakers should invest heavily in evidence-based practices around:

- Social-emotional learning in schools.
- Early screening and intervention for students.
- Community-based treatment, including for substance use.
- Crisis care services.
- Training and support for mental health integration in family practice and pediatric care.
- Comprehensive postpartum mental health care for parents up to a year after birth.



2020 Regional Legislative Agenda

BUILDING INFRASTRUCTURE CRITICAL TO BUSINESS

Support Critically Needed Transportation Funding

Continue to improve our roads, bridges and return our streets and highways to a state of good repair by fully funding the Oklahoma Department of Transportation's Eight Year Plan and the County Improvement for Roads and Bridges Five Year Plan. Initiate the programming and funding for the next phase of major regional roadway projects, including high capacity expressway to expressway interchanges between I-44, US-169, and SH-51; I-44 and SH-66 (near Catoosa); and capacity expansion of U.S. 169 to six lanes from 66th St North to SH-20; State Highway 20 bypass in Claremore; and expansion of US-75 to six lanes from I-244 (Red Fork Expressway) to SH-67.

Eliminate Exemptions to 811 One Call Program

Support the elimination of all exemptions to Oklahoma's One-Call Program (Call 811 Before You Dig). Eliminating the exemptions to the One-Call Program strongly promotes pipeline and underground utility safety. In previous years, the legislature removed the exemption for cities and counties. However, railroads, certain agencies and other stakeholders utilizing mechanized excavation equipment and other digging devices are still exempt from contacting the One-Call Program before they dig. Exemptions from the One-Call Program contribute to underground utilities incidents, threatening the safety and welfare of our fellow Oklahomans. This is especially important for the safety of the workers who are excavating without prior knowledge of what is below the ground.

Support Regional Water Policy

Treat reliable water supply as the major driver for economic development that it is. Reliable water supply is based on both water quantity and water quality, and improvements in both of these areas help large and small communities. Strongly encourage the governor, the legislature, and the Oklahoma Water Resources Board to reinstate Clean Water State Revolving Fund (CWSRF) grants for the consolidation of water systems where needed and add grants for the interconnection of water systems to increase reliability across the region. Show strong support for the implementation of the Tulsa Regional Water Plan that will preserve Oklahoma's population growth and economic development goals. Additionally, support cooperation between the point source discharge and non-point source discharge communities because improvements to our regional water quality can only be achieved if everyone works together.

McClellan-Kerr Arkansas River Navigation System Infrastructure Revolving Fund

Request funding for the newly created "McClellan-Kerr Arkansas River Navigation System Infrastructure Revolving Fund" at a minimum of \$4 million for the purpose of supplementing and pooling all monies received by the Oklahoma Department of Transportation from appropriations, dedicated revenues, federal funds, private contributions or other sources authorized by law dedicated to the McClellan-Kerr Arkansas River Navigation System (MKARNS). This funding will create state-level support for the efforts at the federal level to address the critical maintenance backlog and emergency repairs on the system's locks and dams, as well as future projects to expand service on this critical transportation asset.



2020 Regional Legislative Agenda

Federal Priorities

ENSURING A PROSPEROUS ECONOMY

Support Funding for Critical Economic Development Programs

Strongly support (or oppose efforts to cut) targeted economic development funding for programs that have proven to be effective and beneficial to the Tulsa Region. These include the Economic Development Administration (EDA) grants for infrastructure and planning and the Manufacturing Extension Partnership (MEP), a program under the U.S. Department of Commerce's National Institute of Standards and Technology. MEP partners with the Oklahoma Manufacturing Alliance (OMA) to help small and medium-sized manufacturers create and retain jobs, improve overall business resilience and increase bottom line performance. The program returns \$65 for each \$1 invested in new sales for Oklahoma manufacturers, and OMA ranks in the top three MEP centers in the United States. Assure OMA funding remains at current levels or higher in its partnership with MEP.

American Indian Lands Tax Credit

Encourage the long-term extension of the Federal American Indian Lands Tax Credit. The American Indian Lands Tax Credit is a key economic development tool for Oklahoma, allowing both the accelerated depreciation of investments made on former reservation land, and employment tax credits when employing tribal members or their spouses. Oklahoma has the largest percentage of American Indian population in the country, and more than two-thirds of the state qualifies for this incentive. Extending the credit, and ensuring its benefits are retroactive to its expiration, is critical in fostering continued business investment in Oklahoma.

Eliminate Barriers to Greater Use of Natural Gas

Support measures to reduce or eliminate barriers to greater use of American-produced natural gas, including CNG, LNG, GTL, and NGLs. Oklahoma is the third largest producer of natural gas in the United States, and the Department of Energy should facilitate full development of this resource to strengthen our national security, economic outlook, and geopolitical position in the world. DOE action on this initiative has the potential to significantly increase our region's job creation in the production and manufacturing sectors.

Small employer health care concerns

Minimize the regulatory burden on small and medium employers under the Affordable Care Act and support efforts to reduce these employers' cost of providing health care. This should include reducing legal and administrative barriers to the creation of association health plans, such as those once housed by



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chambers of commerce; making permanent the repeal of the Health Insurance Tax; and exploring ways to avoid applying large-employer health insurance requirements to small-scale owners who operate separate small businesses in good faith.

Extend the Federal Investment Tax Credit

Encourage the long-term extension of the Federal Investment Tax Credit (ITC) for solar energy, energy storage, and all other technologies historically included in this incentive. Oklahoma continues to develop and utilize wind energy to maintain some of the lowest electricity rates in the country. Extension of the Federal ITC for solar and energy storage systems builds on that success and continues to place our state at the forefront of new technology in the energy sector.

EDUCATED AND HEALTHY WORKFORCE

AmeriCorps Funding

Protect funding for the Corporation for National and Community Service, which supports local schools and non-profit organizations with vital resources and manpower through AmeriCorps programs. Each year, these programs leverage \$35 million in federal and local funding to deploy approximately 1,000 AmeriCorps members in over 50 school districts and 100 nonprofits in Oklahoma to supplement school services and provide unique educational experiences to local children.

IDEA Funding

Reauthorize and fully fund federal mandates under the Individuals with Disabilities Education Act and pass the appropriation bill for the discretionary funding.

Support Training of Middle-Skill Workers

Support efforts to meet current industry needs for middle-skill workers eligible for jobs that require training beyond high school. This includes:

- Funding the Workforce Innovation and Opportunity Act at the level recommended by Congress as reauthorized in 2014.
- Providing dedicated support for partnerships between industry and those that provide post-secondary credentials.
- Increasing funding for the Work Opportunity Tax Credit and expanding this program's support to include apprenticeships and other work-based learning.
- Expanding alternative pathways to employment, including apprenticeships, to allow for greater flexibility in learning opportunities.

Support Pell Eligibility for Short-Term, Industry-Driven Training

Expand Pell Grant eligibility to short-term, industry-driven training at post-secondary institutions. Pell Grant eligibility is currently limited to programs covering two-thirds of an academic year, 16 credit hours, or 600 contact hours. This restriction was established before shorter-term credentials were as imperative for



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industry as they are today. Removing this restriction would help to build a much-needed worker pipeline for Oklahoma's companies. In addition, continue support and recommend permanently reinstating Second Chance Pell funding.

Strengthen federal physician training programs

Through long-term funding authorization, fully fund existing HRSA Teaching Health Center programs at \$157,000 per resident and allocate additional resources for residency programs at new or existing sites. This will allow for training more homegrown physicians, including 45 to 60 full-time-equivalent positions in Oklahoma, strengthening the most effective tool for improving Oklahoma's physician shortage. In addition, secure additional federal funding to encourage expansion of tuition reimbursement and loan deferral programs to expand the healthcare workforce.

Remove Barriers to Needed Inpatient Treatment in Oklahoma

Open doors for recovery through repeal of the federal Institutions for Mental Disease (IMD) Exclusion policy for Medicaid payments and the 190-day lifetime limit for inpatient treatment of Medicare recipients. Require the appropriate Oklahoma agencies to take immediate steps with the federal Centers for Medicaid and Medicare Services for a Section 1115 Waiver to permit a demonstration eliminating the IMD Exclusion for Medicaid payment for behavioral health and substance use disorder inpatient services in Oklahoma.

BUILDING INFRASTRUCTURE CRITICAL TO BUSINESS

Tulsa's Levee System

Continue to support addressing the critical infrastructure needs with Tulsa's aging levee system, the need of which was dramatically evidenced by extended Spring 2019 releases of water from Keystone Dam and the resulting downstream flooding. Complete the feasibility study currently underway by the Corps of Engineers in the most expeditious manner and secure appropriations for needed improvements. The Corps of Engineers has designated the Tulsa Levees as one of the five percent highest-risk levee systems in the country. Federal legislation has authorized the Corps to develop a plan for addressing the structural deficiencies but securing funding should remain a top priority. If one levee fails, it would be catastrophic for homeowners, nationally strategic oil refineries, multiple industries currently protected by the system, and have devastating environmental impacts for our region.

McClellan-Kerr Arkansas River Navigation System

Increase Congressional appropriations to address the approximate \$250 million in the backlog of critical maintenance on the MKARNS. Failure to do so continues to put the system at risk of a long-term navigation shutdown due to failure of waterway infrastructure such as locks and dams. Support and fund the on-time completion of the White River Entrance Channel Cut-off PED (Preconstruction, Engineering, and Design phase) in the US Army Corps of Engineers' Work Plan, at a cost of \$5.7 million per year for the next two years. The PED is the last hurdle before the project can be fully funded and constructed. Unaddressed, this problem, caused by the tendency of the White and Arkansas Rivers to merge together during flooding, will



2020 Regional Legislative Agenda

lead to a loss of navigation on the entire system. Finally, continue to support efforts to deepen the MKARNS to its 12-foot authorized depth, thereby increasing barge productivity by up to 40 percent.

Upgrade Infrastructure at Tulsa International Airport

Strongly encourage Congress to allocate funding for a new control tower at Tulsa International Airport. The current tower was built over 60 years ago, and modernization is critical to meet today's needs. Ensure any comprehensive federal infrastructure package includes funding for this issue. Funding with only local dollars would increase the cost per enplanement at the airport, which could negatively impact airline growth in Tulsa.

Support Federal Infrastructure Investment

Support timely reauthorization of the FAST Act which authorizes federal surface transportation programs and is due to expire in 2020. The economic success of our region and country relies upon the strength of our transportation infrastructure. A coordinated federal-state-local based decision-making process, building on the flexibility of previous multi-year transportation reauthorizations, and a reinvigorated, robust and sustainable funding source—similar to the original Highway Trust Fund—is necessary to enable the country, state and region to achieve much needed progress in addressing critical infrastructure needs, including our regional priorities.