

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on December 2, 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 – Toby Youngblood, Faith Church	
D) Pledge of Allegiance – Timothy Lee Fox, Mayor	
E) Community Development Report – Lynn Burrow, Community Development Director	
1) Community Development Director's Report 12 02 19	4 - 10
F) City Manager Report – David Tillotson, City Manager	
1) City Manager Report	11 - 15
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 November 4, 2019 meeting. (Wendy Knight, City Clerk) Regular Meeting - 04 Nov 2019 - Minutes - Html	16 - 22
2) Discussion and possible action to approve and authorize execution of the Annual Audit Reconciliation Agreement of Compliance with Agreement of Settlement, Compromise and Release (“Settlement Agreement”) to be entered by the City Council and the Glenpool Utility Service Authority Board of Trustees with the Creek County Rural Water District # 2 Board of Directors. (Wendy Knight, City and GUSA Clerk; Lowell Peterson, City Attorney in absentia) STAFF RE REC AGMT 120219 Reconciliation Agreement Pursuant to Section 10(f) - 2019 Auditable Period Report	23 - 26
3) Discussion and possible action to approve acceptance of public infrastructure improvements serving <i>Brookover Corner I & II</i> additions. (Lynn Burrow, Community Development Director) Memorandum City Council 12 02 19 Acceptance of Public Improvements Brookover Corner	27 - 55
4) Discussion and possible action to authorize release of a certain Irrevocable Letter of	56 - 60

- Credit, No.190800, issued by the First National Bank and Trust Company of Broken Arrow in the amount of \$453, 661.20 to secure performance by Moab Holdings Glenpool, LLC, of the installation of certain public infrastructure improvements serving the *BrookoverCorner* subdivision in Glenpool as a condition for the City's release of final subdivision plats for recording, such improvements having been completed and accepted by the City Council.
(Lynn Burrow, Community Development Director)
[Memorandum City Council 12.02 19 Release of LOC Brookover Corner](#)
- 5) Discussion and possible action to approve acceptance of public improvements constructed to serve *South 75 Business Park - Phase III*, and as covered under the attached Performance and Maintenance Bonds. 61 - 77
(Lynn Burrow, Community Development Director)
[Memorandum City Council Agenda Item 102 19 Public Improvement Acceptance So. 75 Bus. Park III](#)
 - 6) Discussion and possible action to approve acceptance the public improvements serving *Elm Pointe II* addition - PUD No. 38. 78 - 88
(Lynn Burrow, Community Development Director)
[Memorandum City Council 12 02 19 Acceptance of Public Improvements Elm Pointe II](#)
 - 7) Discussion and possible action to approve acceptance of the public improvements serving *The Pines* addition - PUD No. 37. 89 - 106
(Lynn Burrow, Community Development Director)
[Memorandum City Council 12 02 19 Acceptance of Public Improvements The Pines](#)
 - 8) Discussion and possible action to approve acceptance of a General Utility Easement dedication from Charles B. Emde. 107 - 113
(Lynn Burrow, Community Development Director)
[Memorandum City Council 12 02 19 Acceptance of Utility Easement C Emde](#)
 - 9) Discussion and possible action to approve council member attendance at the ICSC RECON conference in Las Vegas, on May 17-19, 2020 and authorize the City to pay registration and travel costs for approved council members. 114
(David Tillotson, City Manager)
[ICSC RECON conference](#)
 - 10) Discussion of 121st street Widening Project. No action will be taken. 115
(David Tillotson, City Manager)
[121st street widening project](#)
 - 11) Discussion and updates of economic development in the City of Glenpool. No action will be taken. 116
(David Tillotson, City Manager; Rickey Hayes; Mandy Vavrinak)
[Economic Development Update](#)
 - 12) Discussion and possible action to enter into Executive Session for the purpose of conferring on matters pertaining to economic development, including the possible transfer of property, financing or the creation of a proposal to entice a business to locate within the City of Glenpool, because public disclosure of the matter to be discussed would interfere with the development of products or services and would violate the confidentiality of the business, pursuant to 25 O.S. § 307.C.10. (Open Meeting Act). 117
(David Tillotson, City Manager)
[Project 36 Ex Sess 120219 Memo](#)

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

K) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on November 27, 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: December 2, 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. PAVING STRIPPING PROJECTS

- Crosswalk and intersection paving marking on Warrior Road is fully complete.
- Centerline stripping, intersection marking, and side lane stripping on Casper Ave. between 146th Street and 151st Street is fully complete.
- Lane stripping on Waco Ave. at 121st Street, lane stripping to the south entry form WalMart, onto Waco Ave, and lane stripping and intersection marking on Vancouver Ave @ 121st Street and @ Waco Ave. will be fully completed by December 6th.

II. CURRENT PRIVATE CONSTRUCTION ACTIVITY WITHIN THE CITY:

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

- The public Improvements installed to serve this addition are being requested for City acceptance at the December 2nd Council meeting
- The final approved final subdivision plat will be recorded in December.
- Residential home construction is anticipated to start in December as well.

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

- This commercial project is located along north side of State Highway 67 (151st Street) extending from 151st Street to approximately 148th Street and is being developed

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**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**

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under the terms and conditions specified in a certain TIF District Agreement approved for the project.

- Public improvements serving the subdivision are requested to be accepted by the City at the December 2nd Council meeting.
- Casey's General Store project is currently underway within the Phase I platted area.

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.
- 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. 37.
- Full completion of the public improvements installed to serve this addition are being requested to be accepted by the City at the December 2, Council meeting.
- Building permitting and home construction is anticipated to start in December.

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 at the December 2nd Council meeting.

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 January, 2019.
- Building construction on seven (7) individual buildings started in October and will continue through April, 2020.

H. ASHTON/GRAY RETAIL CENTER:

- This Commercial 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 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

- **GZ 274:** proposed change of zoning classification of 5.262 acres of unplatted property from a CG (commercial general) zoning designation to the IL (light manufacturing research and development) zoning designation. The subject site is generally located immediately east of US Hwy. 75, west of Union Avenue, and immediately south of W. 171st
- **SUP 2019-02:** Specific Use Permit (SUP) requested allowing for Telecommunications Tower on lands zoned AG (agriculture), per Table 11.3.9 of the City's Zoning Ordinance. The SUP 2019-02, applicant is requesting approval to be granted for a maximum height of 150 feet, as could be allowed by Commission and Council upon approval. Subject site location is generally located on the south side of W.141st St. South, west of US Hwy. 75, and on property occupied by Collective Church (596 W. 141st P St.) currently Zoned AG (agriculture).

B. LOT SPLIT

- **GLS 240:** is a proposed lot split in Brookover Corner II Addition, creating three new tracts from the current Lot 1, Block 2, Brookover Corner II Addition.

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 Subdivision Plat 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 Subdivision 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 Subdivision Plat and PUD 41

iv. 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 Subdivision Plat
- TBD | Preliminary/Final Subdivision Plat application
- 11/15/2019 Traffic Impact Analysis submitted for City review

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:

- There have been no November site plan submittals for processing.

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

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- Glen Hills Residential Addition: Phase II: 141st St. & Iroquois Avenue
- 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
- 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 November, 2019	3
New Commercial Permits Issued in November, 2019	1
Current Active Residential Permits	34
Current Active Commercial Permits	23
2018 Residential Permits thru November	30
2019 Residential Permits issued thru November	31
2018 Commercial Permits Issued Thru November	8
2019 Commercial Permits Issued Thru November	12

B. CODE ENFORCEMENT DEPARTMENT: NOVEMBER, 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: NOVEMBER, 2019

ACTIVITY DESCRIPTION:	TOTALS:
Complaints received and investigated (year-to-date)	1252
Open public nuisance cases thru October	14
Code Enforcement Cases - October	
High grass:	3
Fire damaged structures:	1
Illegally parked vehicles:	21
Nuisance abatements (contractor):	3
Notices issued for residences with no water service:	-0-
Tulsa County Health Department citations:	-0-
Illegally placed sign notices:	43
Damage to public facilities citations:	-0-
Excessive trash & debris notices :	13
Dilapidated structure/property notices:	2
Trash can/receptacle placement notices:	16
Misc.: Building Demolition & Removal	1
Elderly & Disabled Citizen Assistance	7
Assessment Letters Issued in October	2
Total Assessment Letters Issued in 2019	60

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To: Mayor and Council

From: David Tillotson

Date: November 25, 2019

Re: City Manager Report

Economic Development

At Monday's Council meeting the City's economic development consultants will be sharing updates on the state of the retail marketplace and revealing insights to help us plan our economic development strategy for the coming year. Also on the agenda will be a discussion of the City's participation in the ICSC RECON show set for May 17-19, 2020.

As you will see from Lynn's Community Development report, our current retail and business sites continue to make progress on the construction front. I believe 2020 will remain a strong year for commercial building permits. Additionally, we continue to see positive growth on residential developments in the City. Rickey Hayes and I met with Greg Simmons from Simmons Homes regarding their site in Glenpool. They were pleased with the progress of the development and the home that are being constructed. We discussed home buying trends in the broader Tulsa regional market as well as US trends that Mr. Simmons is witnessing on the home building/buying front. Mr. Simmons agreed to work with Rickey to gather some data on our local and regional markets that will be presented to council in the future.

Lynn, James, Mandy Vavrinak and I are scheduled to speak to the Tulsa Home Builders Developers Council in December. We were asked to present information about the state of our housing market and communicate information that would tell the story of why home builders and developers should be considering Glenpool for their future projects. I believe this is a great opening for our City within the residential development community and I want to thank Lynn for developing the relationships necessary to be offered this opportunity.

Planning/Goal-Setting Meeting

The Executive Team met November 19th at St. Francis Glenpool in an all-day retreat to discuss a variety of topics, including current management tasks and priorities within each department;

emergency management roles of the Executive Team in the event of a disaster; and our goals (Rocks) for the first quarter of 2020. This will be the second quarter that we have set tangible goals as a team to be accomplished within the quarter. Each member of the team submits departmental and city-wide Rocks for consideration by the group with the objective of choosing 3-7 Rocks for the quarter. The team provided 27 Rocks for consideration and spent a considerable amount of time narrowing this list down to the following Rocks that we adopted:

1. Development of the processes and forms required to implement a Capital Improvement Plan for the City. (Paul)
2. Completion of a needs study including recommendations for a plan of action regarding an animal control facility. (Jim)
3. Completion of a security study including recommendations to address any issues found at the Public Safety Building. (Jim)
4. Update and refresh all pages of the City website, to include a redesign and expansion of the Police Department portion of the site. (Lea Ann)
5. Update the Utility Billing Policies including any needed changes to our City Code. (Wendy)
6. Review and make a recommendation to purchase an Employee Evaluation Software/Service. (Susan)
7. Creation of a fund balance/reserve policy for the City. (John)
8. Create a Master Fee Schedule for the City and update water/sewer tap fees to account for actual costs. (Lynn)

We intend to hold a planning session for the Council as part of the January 20th Council meeting. The goal will be to determine a set of priorities for the 2020-2021 Fiscal Year that staff can use to help guide our quarterly Rocks. We will also be discussing longer-term (10-yr) priorities for the City.

Court Schedule Changes

As part of our investigation into how to improve our court system we discussed the potential impacts of removing our Thursday night court docket. This docket has always created difficulties internally with preparation for the next week's docket and with getting all the judgements entered in a timely fashion because of that preparation. We were concerned with overloading a docket because of smaller number of court nights, but after reviewing the data and visiting with Judge Miles we do not believe it will be a problem. Wendy and Lowell worked with Judge Miles to set the new court dates, which I have attached to this report. They have been uploaded to our website. The new schedule will change beginning in March since we already had individuals set for the Thursday night docket in December, January and February.

Upcoming Events

- The City Christmas Dinner is scheduled for Friday, December 6th from 6:30 to 8:30.
- The annual Christmas Parade schedule has changed this year and will be held on Monday night, December 9th at 7:00pm. Please let me know ASAP if you want to be a part of the parade this year. Since the parade is at night, no candy will be allowed to be thrown due to visibility. Any candy must be passed out by individuals walking the route.
- The BlackGold Christmas lights-on ceremony will immediately follow the parade. We anticipate it will start at 8:00pm.
- The Coalition of Tulsa Area Governments will be having their Legislative Reception on Wednesday, January 22nd.
- The annual Chamber Banquet is set for Saturday, January 25th.

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**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**

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Court on 2nd & 4th Tuesday of the month? * Except Sept. - see note below

2020

January

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→ Sept 8th is Council Meeting Night

Holidays & Observances

Jan 01	New Year's Day	Apr 15	Taxes Due	Sep 13	Grandparents Day
Jan 20	Martin Luther King Day	Apr 22	Admin Assistants Day	Sep 19	Rosh Hashanah
Jan 25	Chinese New Year	Apr 24	Ramadan begins	Sep 22	Autumnal equinox
Feb 02	Groundhog Day	May 05	Cinco de Mayo	Oct 12	Columbus Day
Feb 12	Lincoln's Birthday	May 10	Mother's Day	Oct 16	Boss's Day
Feb 14	Valentine's Day	May 18	Victoria Day (Canada)	Oct 31	Halloween
Feb 17	President's Day	May 25	Memorial Day	Nov 01	Daylight Saving (end)
Feb 26	Ash Wednesday	May 31	Pentecost	Nov 11	Veterans Day
Mar 08	Daylight Saving (begin)	Jun 14	Flag Day	Nov 26	Thanksgiving
Mar 17	St. Patrick's Day	Jun 20	June Solstice	Dec 10	Hanukkah begins
Mar 20	Vernal equinox	Jun 21	Father's Day	Dec 21	December Solstice
Apr 01	April Fool's Day	Jul 04	Independence Day	Dec 25	Christmas Day
Apr 09	Passover	Jul 26	Parents' Day	Dec 26	Kwanzaa begins
Apr 12	Easter	Sep 07	Labor Day	Dec 31	New Year's Eve

2020 Court Dates

Adults

January 2
January 7 Trial

February 6
February 11 Trial

March 10
March 24 Trial

April 14
April 28 Trial

May 12
May 26 Trial

June 9
June 23 Trial

July 14
July 28 Trial

August 11
August 25 Trial

September 15
September 29 Trial

October 13
October 27 Trial

November 10
November 24 Trial

December 8
December 22 Trial

Juveniles

January 7 Trial
January 16

February 11 Trial
February 20

March 24

April 28

May 26

June 23

July 28

August 25

September 29

October 27

November 24

December 22

MINUTES
Regular Meeting
Monday, November 4, 2019 Council Chambers 6:00 PM

COUNCIL PRESENT:

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

STAFF PRESENT:

David Tillotson
Susan White
Lowell Peterson
Wendy Knight
John Gonsalves
Lynn Burrow
Jim Martin

- A) Call to Order - Timothy Lee Fox, Mayor**
Mayor Fox called the meeting to order at 6:04 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Timothy Lee Fox, Mayor**
Wendy Knight called the roll, Mayor Fox declared a quorum present.
- C) Invocation – Sean Farver, Kirk Crossing**
Mayor Fox gave the invocation in Mr. Farver's absence.
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) Community Development Report – Lynn Burrow, Community Development Director**
[Community Development Director's Report 11 04 19](#)
- F) City Manager Report – David Tillotson, City Manager**
- Mark Allen Auto Group Town Hall meeting is tonight from 7-9 PM, if Council wants to attend after meetings.

- Reminder that City offices will be closed on Monday in observance of Veteran's Day.
- Introduced new Public Works Director Rob Werley.

[City Manager Report](#)

G) Mayor Report – Timothy Lee Fox, Mayor

Mayor Fox introduced Brian O'Hara, from Congressman Hern's office. Mr. O'Hara introduced Ms. Gomez, a foreign exchange student from Spain. Ms. Gomez plans to enter into the political field when she graduates, and this is the first government meeting she has attended in the United States.

H) Council Comments

Councilor Kearns reminded everyone that there is no school the last week of November, for the Thanksgiving holiday.

I) Public Comments

Kevin Lund thanked everyone that bought popcorn from him for his fundraiser. He reached his goal, and was able to get a scholarship.

J) Scheduled Business

- 1) Discussion and possible action to approve minutes from October 21, 2019 meeting.
(Wendy Knight, City Clerk)

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

To approve the minutes as presented.

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

CARRIED.

[Regular Meeting - 21 Oct 2019 - Minutes - Html](#)

- 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)

Mr. Burrow presented and recommended Council approval of the Contract Bid Package received from A & A Asphalt, Inc. in the total amount not to exceed \$49,275.00 to be funded from the FY 2019/2020 Annual Budget under Budget Item No. 01-6-14-6274. This contract involves the rehabilitation of a certain amount of existing asphaltic street surfacing, asphalt paving base course, and underlying subgrade on a section of Longhorn Avenue located south of 121st Street.

- Larry Rader, 12502 Longhorn Avenue, Glenpool, spoke in favor of this item.

Moved by Joyce Calvert, seconded by Jacqueline Triplett-Lund

To approve the Contract Bid Package received from A & A Asphalt, Inc. in the total amount not to exceed \$49,275.00 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.

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

CARRIED.

[Memorandum City Council Meeting 11 04 19 Longhorn Ave. Paving Repair Contract Bid Approval](#)

- 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)

Mr. Peterson presented and recommended Council approval 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"). 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.

Moved by Momodou Ceesay, seconded by Tim Fox

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").

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

CARRIED.

[Staff Memo re Audit Report 110419](#)
[a2019 - final as submitted to GB's 091619](#)

- 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.
(Wendy Knight, City Clerk)

Ms. Knight presented and recommended Council approval of 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. The Police Department intercom system was originally replaced in April, 2016 and subsequently required repairs in December 2017. This unit is currently inoperable.

Moved by Brandon Kearns, seconded by Joyce Calvert

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.

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

CARRIED.

[Intercom Replacement Police and Utility Department 2](#)

- 5) Discussion and possible action to approve 2020 Meeting Calendar.
(Wendy Knight, City Clerk)

Ms. Knight presented and recommended Council approval of the 2020 Meeting Calendar. 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.

Moved by Brandon Kearns, seconded by Joyce Calvert

To approve the 2020 Meeting Calendar.

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

CARRIED.

[Staff Report Meeting Calendar](#)
[Meeting Schedule 2020 City Council](#)

- 6) Discussion and possible action to endorse the Tulsa Regional Chamber's OneVoice Legislative Agenda.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of the Tulsa Regional Chamber's OneVoice Legislative Agenda. 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, the widening of Highway 75 and continued support at both the state and federal level for economic incentives to assist municipalities with development.

Moved by Joyce Calvert, seconded by Momodou Ceesay

To endorse the Tulsa Regional Chamber's OneVoice Legislative Agenda.

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

CARRIED.

[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)

Mr. Tillotson presented information regarding the ICSC Red River States Conference and Deal Making in Fort Worth, Texas on January 8-10, 2020.

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To approve Mayor Fox and Councilor Calvert attending the ICSC Red River States Conference and Deal Making in Fort Worth, Texas on January 8-10, 2020 and authorizing the City to pay registration and travel costs.

City Council Regular Meeting
November 4, 2019

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

CARRIED.

K) Adjournment

Mayor Fox declared the meeting adjourned at 6:49 p.m.

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

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

Date: December 2, 2019

Subject: Annual Audit Reconciliation Agreement of Compliance with Agreement of
Settlement, Compromise and Release ("Settlement Agreement") to be entered with
Creek County Rural Water District # 2

Background:

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

Sec. 10(d) of the Agreement provides that each party is allowed an additional 90 days following the date of issuance of the annual audit report in which to put the other party on notice of any potential claim and state the claim. In the event either party fails or neglects to present any objections to the audit of the other party's records within such 90 days following issuance of the audit report, such failure or neglect shall act as a waiver of any and all claims of non-compliance with this Agreement that might otherwise have been asserted based on the audit report.

The Audit Report for the Auditable Period of July 1, 2018 – June 30, 2019 determined that, "Based on the agreed-upon procedures performed, we find that the purpose and intent of the [Settlement] Agreement has been met by both Creek-2 and Glenpool for the Auditable Period."

Reconciliation of Records

Sec. 10(f) of the Settlement Agreement requires that, upon the issuance of each mandatory annual audit, the Parties shall reconcile their records in accordance with the results of such audit. Upon expiration of the 90-day notice period following issuance of the audit without notice of default by either Party, the Auditable Period is deemed compliant with the Agreement and the Parties are required to sign a written agreement setting out certain representations explained in further detail in the Agreement.

Sec. 10(g) provides that, "The resulting reconciliation agreement shall be binding on both Parties as a definitive statement of compliance or non-compliance with this Agreement as of the date of such reconciliation agreement."

The written reconciliation agreement is required to state that, according to the applicable Audit Report:

- There were no unreported or unpaid meter connection fees during the Auditable Period.
- Glenpool sent the required monthly report form throughout the Auditable Period.
- Royalty payments were made in a timely manner and otherwise conformed to the Settlement Agreement, including the annual CPI-U adjustment.
- Shared Utility Customer payments for sewer usage were properly remitted by Creek-2 to Glenpool.

Recommendation:

The 90-day review period, during which either party must assert any supportable claims or forever relinquish all right to do so, expired on November 28, 2019.

Legal counsel for both parties to the Settlement Agreement recommend that the City Council, the Glenpool Utility Services Authority Board of Trustees and the Creek-2 Board of Directors approve the attached Agreement acknowledging and confirming that the Independent Accountant's Report on Applying Agreed-Upon Procedures, dated August 30, 2019, accurately reflects the records of both parties as of that date, that all recommendations contained therein have been followed, and that all parties are deemed to be in compliance with so much of the Settlement Agreement as is the subject of said Audit Report.

Enclosure:

Annual Audit Reconciliation Agreement Pursuant to Section 10(f) of the May 2015 Agreement of Compromise, Settlement, and Release

NOTE: Although I will be out of state at the time of the December 2 Council meeting, I can be reached by either a call, text or email at (918) 805-4090 if necessary. Wendy and I have reviewed the audit report extensively and are satisfied that the statements in the proposed Agreement are true and complete. The Council and Board of Trustees should have no hesitation in executing the Agreement.

Lowell

Annual Audit Reconciliation Agreement Pursuant to Section 10(f)
Of the May 2015 Agreement of Compromise, Settlement, and Release

This Agreement is entered into by Creek County Rural Water District No. 2 ("Creek-2"), the City of Glenpool ("Glenpool") and the Glenpool Utility Services Authority ("GUSA") for the purpose of complying with Section 10(f) of the May 2015 Agreement of Compromise, Settlement, and Release ("Settlement Agreement"). Glenpool and GUSA are collectively referred to as "Glenpool." This Agreement complies with said Section 10(f) to the extent, but only to the extent, that it applies to the Auditable Period (as defined in the Settlement Agreement, as amended) of July 1, 2018 - June 30, 2019.

1. Creek-2 and Glenpool warrant to each other that they have reconciled their records in compliance with Section 10(f).
2. Creek-2 and Glenpool warrant to each other that neither party has any legal or equitable claim against the other based on the Independent Accountant's Report on Applying Agreed-Upon Procedures as submitted to the parties on August 30, 2019.
3. In accordance with Section 10(f), Glenpool represents and warrants to Creek-2:
 - (a) Finding: Royalty fees for the number of Active Water Connections in the Permissive Area were calculated correctly and remitted timely. Receipt of the fees was confirmed by a review of Creek-2's records. Amounts paid to Creek-2 for Royalty Fees due on Active Water Connections in the Permissive Area during the Audit Period are correct.
 - (b) Finding: There were no Non-Active Water Connections subject to reconnection and resumption of monthly Royalty payments at the applicable rate.
 - (c) Finding: There were no new meter connections installed in the Permissive Area since the preceding annual audit and, therefore, no new Meter Connection Fees were due to Creek-2 from Glenpool.
 - (d) Finding: There is no record of any Glenpool water connections or charges for properties that are "Reserved Creek-2 Water Customers" in the Released Area.
 - (e) Finding: The annual CPI-U adjustment for Meter Connection Fees and Royalty payments was calculated and applied properly.
4. In accordance with Section 10(f), Creek-2 represents and warrants to Glenpool:
 - (a) Finding: The assessment and collection of wastewater collection service usage charges, based on the total number of Shared Utility Customers and total water consumption over the Auditable Period, was accounted for correctly.

CITY OF GLENPOOL

Signature: _____ Dated: _____

Name: Timothy Lee Fox

Position: Mayor

GLENPOOL UTILITY SERVICES AUTHORITY

Signature: _____ Dated: _____

Name: Timothy Lee Fox

Position: Chairman of the Board of Trustees

CREEK COUNTY RURAL WATER DISTRICT NO. 2

Signature: _____ Dated: _____

Name: Harvey Morris

Position: President of the Board of Directors



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

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

**RE: ACCEPTANCE OF PUBLIC INFRASTRUCTURE IMPROVEMENTS
SERVING: 'BROOKOVER CORNER I & II ADDITIONS'**

DATE: DECEMBER 02, 2019

Background:

This is a request for Council consideration, approval, and possible action regarding the acceptance for ownership and maintenance of certain public infrastructure improvements installed to serve 'Brookover Corner I & II Additions located along and north and east of South Casper Ave. and north of 151st Street per the attached subdivision plat and construction drawings. Specifically, these public improvements include:

- The installation of improvements associated with the public paving constructed to provide public access to and from 151st Street, Casper Avenue, and along Broadway Avenue.
- Certain public storm sewer collection and conveyance system and drainage improvements associated with internal public streets and lot surface run-off.
- Certain 8" ID public water main extensions providing domestic water and fire protection service to the Addition along Broadway Avenue.
- Certain 8" ID public sanitary sewer main extensions providing sewer service at various locations throughout the Addition.

The Community Development Department Staff inspected these improvements during construction and has received and approved all required testing for conformance to City standard criteria. The improvements listed above have been covered by required Maintenance Bonds per the attached copies. The bonded amounts for each improvement system have been issued based on an Engineer's Statement of Cost submitted to Staff by the Project Engineer. Record (As-Built) drawings covering the installation of the listed public improvements have been received and approved by Staff as required prior to acceptance of the improvements by the City Council.

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

Staff Recommendation:

At this time, Staff recommends approval and acceptance of the public improvements described herein serving 'Brookover Corner I & II Additions'.

Attachments:

- A. Public Improvement Systems & Location Maps
- B. Maintenance Bonds

MID-CONTINENT CASUALTY COMPANY

P. O. Box 1409
TULSA, OKLAHOMA 74101

MAINTENANCE BOND

BOND NUMBER 1020439

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Ellsworth Construction, LLC

_____ as Principal,
and **MID-CONTINENT CASUALTY COMPANY**, an Ohio corporation, having its principal place of business in the City of Tulsa and State of Oklahoma,

as Surety, are held and firmly bound unto City of Greenpool

_____ as Oblige,

in the penal sum of Four Hundred Eight Thousand Four Hundred Fourteen and 00/100

_____ Dollars (\$ 408,414.00),

lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the said Principal has constructed certain improvements described as follows:

Earthwork, Concrete, Asphalt & Paving for Brookover Corner

Which said improvements have been constructed to conform with specifications prepared by _____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the said Principal shall maintain said improvements for a period of Two year(s) against any failure due to defective workmanship or defective materials, said Two year(s) period to begin with the date of completion and acceptance of such completed improvements described above, then this obligation shall be null and void, otherwise to remain in full force and effect, subject however to the following express provision:

The Oblige, by and through its proper representative, shall give the Principal and the Surety written notice of all repairs required to fulfill the terms of this maintenance guarantee; and the said Principal and Surety shall, after receipt of any such notice, be allowed a reasonable period of time in which to make any such repairs.

Signed, Sealed and Dated this 9th day of October, 2019



Witness

Ellsworth Construction, LLC

Principal

By 

MID-CONTINENT CASUALTY COMPANY

By 

Dayna Harjo

Attorney-in-fact

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. Sandra L. Crain, Dayna Harjo, Cindi L. Smith and William C. Taylor, all of TULSA, 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 06 day of May, 2019



ATTEST:

SHARON HACKL

Secretary

MID-CONTINENT CASUALTY COMPANY

TODD BAZATA

VICE PRESIDENT

On this 06 day of May, 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: 09-08-19

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 9th day of October, 2019



SHARON HACKL

Secretary

VOID IF BOX IS EMPTY



MAINTENANCE BOND

BOND NO. 0764660

KNOW ALL MEN BY THESE PRESENTS: THAT WE, K-V Contracting, LLC

Harco National Insurance Company, Illinois Corporation of _____ as Principal, and
702 Oberlin Road, Raleigh, NC 27605-0800
licensed to do business in the State of Illinois and, as Surety, are held and firmly bound unto
City of Glenpool, 12205 S. Yukon Ave, Glenpool, OK 74033
as Oblige, in the full and just sum of Eighty One Thousand Five Hundred Thirty Eight Dollars & 00/100
(\$ 81,538.00)

Dollars lawful money of the United States of America to the payment of which sum, well and truly to be made,
the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these
presents.

SIGNED, SEALED AND DATED THIS 1st day of October, 20 19

THE CONDITION OF THIS OBLIGATION IS THAT, WHEREAS the Principal entered into a contract with the
Obligee for Water Lines to serve Brookover Corner

AND WHEREAS, the Oblige requires a guarantee from the Principal against defective workmanship in
connection with said Contract.

NOW, THEREFORE, if the Principal shall make any repairs or replacements which may become necessary during
the period of One (1) Year because of defective workmanship in connection with said
contract of which defectiveness the Oblige shall give the Principal and Surety written notice within (30)
thirty days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the
expiration of the maintenance period provided for herein.

Witness _____

Witness _____

Jamie Burris

K-V Contracting, LLC

[Signature]
Principal

Harco National Insurance Company

Cathy Combs
Cathy Combs,

Attorney-in-Fact

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0764660

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

VAUGHN GRAHAM, JR., VAUGHN P. GRAHAM, CATHY COMBS, SHELLI R. SAMSEL, STEPHEN M. POLEMAN, VICKI WILSON, TRAVIS E. BROWN, DWIGHT A. PILGRIM, J. KELLY DEER, DEBORAH L. RAPER, AUSTIN K. GREENHAW, JAMIE M. BURRIS, RYAN MATTHEW SANDERS

Tulsa, OK

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surely, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 1, 2019

A00171

Irene Martins, Assistant Secretary



KVCON-2

OP ID: MH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/01/2019

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

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

PRODUCER RICH & CARTMILL, INC 2738 East 51st #400 Tulsa, OK 74105 J Kelly Deer	918-743-8811	CONTACT NAME: J Kelly Deer PHONE (A/C, No, Ext): 918-743-8811 FAX (A/C, No): 918-744-8429 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Employers Mutual Casualty Comp		21415
INSURER B: Accident Fund General Ins Co		12304
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED K-V Contracting, LLC PO Box 859 Catoosa, OK 74015

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Jobsite Poll \$250 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER			5D9857520	01/17/2019	01/17/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Comp \$1000 ☒ Coll \$1000			5E9857520	07/25/2019	01/17/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6189482	06/01/2019	06/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment			5C9857520	01/17/2019	01/17/2020	Leased Eq 450,000 Deductibl 1,000

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

Re: Water, Storm & Sanitary for Brookover Corner

CERTIFICATE HOLDER

CANCELLATION

GLEN-04 City of Glenpool 12205 S. Yukon Ave. Glenpool, OK 74033	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

ACORD 25 (2016/03)

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MAINTENANCE BOND

BOND NO. 0764660

KNOW ALL MEN BY THESE PRESENTS: THAT WE, K-V Contracting, LLC

_____ as Principal, and
Harco National Insurance Company, Illinois Corporation of
702 Oberlin Road, Raleigh, NC 27605-0800
licensed to do business in the State of Illinois and, as Surety, are held and firmly bound unto
City of Glenpool, 12205 S. Yukon Ave, Glenpool, OK 74033
as Oblige, in the full and just sum of Eighty One Thousand Five Hundred Thirty Eight Dollars & 00/100
(\$ 81,538.00)

Dollars lawful money of the United States of America to the payment of which sum, well and truly to be made,
the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these
presents.

SIGNED, SEALED AND DATED THIS 1st day of October, 20 19

**THE CONDITION OF THIS OBLIGATION IS THAT, WHEREAS the Principal entered into a contract with the
Obligee for Water Lines to serve Brookover Corner**

AND WHEREAS, the Oblige requires a guarantee from the Principal against defective workmanship in
connection with said Contract.

NOW, THEREFORE, if the Principal shall make any repairs or replacements which may become necessary during
the period of One (1) Year because of defective workmanship in connection with said
contract of which defectiveness the Oblige shall give the Principal and Surety written notice within (30)
thirty days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the
expiration of the maintenance period provided for herein.

Witness _____

Witness _____

Jamie Burris

K-V Contracting, LLC

Principal

Harco National Insurance Company

Cathy Combs,

Attorney-in-Fact

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0764660

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

VAUGHN GRAHAM, JR., VAUGHN P. GRAHAM, CATHY COMBS, SHELLI R. SAMSEL, STEPHEN M. POLEMAN, VICKI WILSON, TRAVIS E. BROWN, DWIGHT A. PILGRIM, J. KELLY DEER, DEBORAH L. RAPER, AUSTIN K. GREENHAW, JAMIE M. BURRIS, RYAN MATTHEW SANDERS

Tulsa, OK

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 1, 2019

A00171

Irene Martins, Assistant Secretary



KVCON-2

OP ID: MH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/01/2019

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

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

PRODUCER RICH & CARTMILL, INC 2738 East 51st #400 Tulsa, OK 74105 J Kelly Deer	918-743-8811	CONTACT NAME: J Kelly Deer PHONE (A/C, No, Ext): 918-743-8811 FAX (A/C, No): 918-744-8429 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Employers Mutual Casualty Comp		21415
INSURER B: Accident Fund General Ins Co		12304
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED K-V Contracting, LLC PO Box 859 Catoosa, OK 74015

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Jobsite Poll \$250 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER			5D9857520	01/17/2019	01/17/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Comp \$1000 ☒ Coll \$1000			5E9857520	07/25/2019	01/17/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6189482	06/01/2019	06/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment			5C9857520	01/17/2019	01/17/2020	Leased Eq 450,000 Deductibl 1,000

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

Re: Water, Storm & Sanitary for Brookover Corner

CERTIFICATE HOLDER

CANCELLATION

GLEN-04 City of Glenpool 12205 S. Yukon Ave. Glenpool, OK 74033	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD



MAINTENANCE BOND

BOND NO. 0764659

KNOW ALL MEN BY THESE PRESENTS: THAT WE, K-V Contracting, LLC

_____ as Principal, and
Harco National Insurance Company, Illinois Corporation of
702 Oberlin Road, Raleigh, NC 27605-0800
licensed to do business in the State of Illinois and, as Surety, are held and firmly bound unto
City of Glenpool, 12205 S. Yukon Ave, Glenpool, OK 74033
as Oblige, in the full and just sum of Five Hundred One Thousand Two Hundred Ninety Dollars & 00/100
(\$ 501,290.00)

Dollars lawful money of the United States of America to the payment of which sum, well and truly to be made,
the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these
presents.

SIGNED, SEALED AND DATED THIS 1st day of October, 20 19

**THE CONDITION OF THIS OBLIGATION IS THAT, WHEREAS the Principal entered into a contract with the
Obligee for Storm Sewer to serve Brookover Corner**

AND WHEREAS, the Oblige requires a guarantee from the Principal against defective workmanship in
connection with said Contract.

NOW, THEREFORE, if the Principal shall make any repairs or replacements which may become necessary during
the period of One (1) Year because of defective workmanship in connection with said
contract of which defectiveness the Oblige shall give the Principal and Surety written notice within (30)
thirty days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the
expiration of the maintenance period provided for herein.

Witness _____

Witness _____

Jamie Burris

K-V Contracting, LLC

Principal

Harco National Insurance Company

Cathy Combs,

Attorney-in-Fact

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0764659

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

VAUGHN GRAHAM, JR., VAUGHN P. GRAHAM, CATHY COMBS, SHELLI R. SAMSEL, STEPHEN M. POLEMAN, VICKI WILSON, TRAVIS E. BROWN, DWIGHT A. PILGRIM, J. KELLY DEER, DEBORAH L. RAPER, AUSTIN K. GREENHAW, JAMIE M. BURRIS, RYAN MATTHEW SANDERS

Tulsa, OK

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 1, 2019

A00171

Irene Martins, Assistant Secretary



KVCON-2

OP ID: MH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/01/2019

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

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

PRODUCER RICH & CARTMILL, INC 2738 East 51st #400 Tulsa, OK 74105 J Kelly Deer	918-743-8811	CONTACT NAME: J Kelly Deer PHONE (A/C, No, Ext): 918-743-8811 FAX (A/C, No): 918-744-8429 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Employers Mutual Casualty Comp		21415
INSURER B: Accident Fund General Ins Co		12304
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED K-V Contracting, LLC PO Box 859 Catoosa, OK 74015

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Jobsite Poll \$250 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER			5D9857520	01/17/2019	01/17/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Comp \$1000 ☒ Coll \$1000			5E9857520	07/25/2019	01/17/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6189482	06/01/2019	06/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment			5C9857520	01/17/2019	01/17/2020	Leased Eq 450,000 Deductibl 1,000

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

Re: Water, Storm & Sanitary for Brookover Corner

CERTIFICATE HOLDER

CANCELLATION

GLEN-04	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Glenpool 12205 S. Yukon Ave. Glenpool, OK 74033	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD



MAINTENANCE BOND

BOND NO. 0764659

KNOW ALL MEN BY THESE PRESENTS: THAT WE, K-V Contracting, LLC

as Principal, and
Harco National Insurance Company, Illinois Corporation of
702 Oberlin Road, Raleigh, NC 27605-0800
licensed to do business in the State of Illinois and, as Surety, are held and firmly bound unto
City of Glenpool, 12205 S. Yukon Ave, Glenpool, OK 74033
as Obligor, in the full and just sum of Five Hundred One Thousand Two Hundred Ninety Dollars & 00/100
(\$ 501,290.00)

Dollars lawful money of the United States of America to the payment of which sum, well and truly to be made,
the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these
presents.

SIGNED, SEALED AND DATED THIS 1st day of October, 20 19

THE CONDITION OF THIS OBLIGATION IS THAT, WHEREAS the Principal entered into a contract with the
Obligee for Storm Sewer to serve Brookover Corner

AND WHEREAS, the Obligor requires a guarantee from the Principal against defective workmanship in
connection with said Contract.

NOW, THEREFORE, if the Principal shall make any repairs or replacements which may become necessary during
the period of One (1) Year because of defective workmanship in connection with said
contract of which defectiveness the Obligor shall give the Principal and Surety written notice within (30)
thirty days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the
expiration of the maintenance period provided for herein.

Witness _____

Witness _____

Jamie Burris

K-V Contracting, LLC

Principal

Harco National Insurance Company

Cathy Combs,

Attorney-in-Fact

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0764659

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

VAUGHN GRAHAM, JR., VAUGHN P. GRAHAM, CATHY COMBS, SHELLI R. SAMSEL, STEPHEN M. POLEMAN, VICKI WILSON, TRAVIS E. BROWN, DWIGHT A. PILGRIM, J. KELLY DEER, DEBORAH L. RAPER, AUSTIN K. GREENHAW, JAMIE M. BURRIS, RYAN MATTHEW SANDERS

Tulsa, OK

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 1, 2019

A00171

Irene Martins, Assistant Secretary



KVCON-2

OP ID: MH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/01/2019

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

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

PRODUCER RICH & CARTMILL, INC 2738 East 51st #400 Tulsa, OK 74105 J Kelly Deer	918-743-8811	CONTACT NAME: J Kelly Deer PHONE (A/C, No, Ext): 918-743-8811 FAX (A/C, No): 918-744-8429 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Employers Mutual Casualty Comp		21415
INSURER B: Accident Fund General Ins Co		12304
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED K-V Contracting, LLC PO Box 859 Catoosa, OK 74015

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Jobsite Poll \$250 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER			5D9857520	01/17/2019	01/17/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Comp \$1000 ☒ Coll \$1000			5E9857520	07/25/2019	01/17/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV6189482	06/01/2019	06/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment			5C9857520	01/17/2019	01/17/2020	Leased Eq 450,000 Deductibl 1,000

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

Re: Water, Storm & Sanitary for Brookover Corner

CERTIFICATE HOLDER

CANCELLATION

GLEN-04 City of Glenpool 12205 S. Yukon Ave. Glenpool, OK 74033	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD



MAINTENANCE BOND

BOND NO. 0764658

KNOW ALL MEN BY THESE PRESENTS: THAT WE, K-V Contracting, LLC

_____ as Principal, and
Harco National Insurance Company, Illinois Corporation of
702 Oberlin Road, Raleigh, NC 27605-0800
licensed to do business in the State of Illinois and, as Surety, are held and firmly bound unto
City of Glenpool, 12205 S. Yukon Ave, Glenpool, OK 74033
as Obligor, in the full and just sum of One Hundred Two Thousand One Hundred Thirty Three Dollars & 00/100
(\$ 102,133.00)

Dollars lawful money of the United States of America to the payment of which sum, well and truly to be made,
the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these
presents.

SIGNED, SEALED AND DATED THIS 1st **day of** October **, 20** 19

**THE CONDITION OF THIS OBLIGATION IS THAT, WHEREAS the Principal entered into a contract with the
Obligor for** Sanitary Sewer to serve Brookover Corner

AND WHEREAS, the Obligor requires a guarantee from the Principal against defective workmanship in
connection with said Contract.

NOW, THEREFORE, if the Principal shall make any repairs or replacements which may become necessary during
the period of One (1) Year because of defective workmanship in connection with said
contract of which defectiveness the Obligor shall give the Principal and Surety written notice within (30)
thirty days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the
expiration of the maintenance period provided for herein.

Witness _____

Witness _____

Jamie Burris

K-V Contracting, LLC

Principal

Harco National Insurance Company

Cathy Combs
Cathy Combs,

Attorney-in-Fact

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0764658

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

VAUGHN GRAHAM, JR., VAUGHN P. GRAHAM, CATHY COMBS, SHELLI R. SAMSEL, STEPHEN M. POLEMAN, VICKI WILSON, TRAVIS E. BROWN, DWIGHT A. PILGRIM, J. KELLY DEER, DEBORAH L. RAPER, AUSTIN K. GREENHAW, JAMIE M. BURRIS, RYAN MATTHEW SANDERS

Tulsa, OK

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 1, 2019

A00171

Irene Martins, Assistant Secretary



KVCON-2

OP ID: MH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2019

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

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

PRODUCER RICH & CARTMILL, INC 2738 East 51st #400 Tulsa, OK 74105 J Kelly Deer	918-743-8811	CONTACT NAME: J Kelly Deer PHONE (A/C, No, Ext): 918-743-8811 FAX (A/C, No): 918-744-8429 E-MAIL ADDRESS:
INSURED K-V Contracting, LLC PO Box 859 Catoosa, OK 74015		INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty Comp INSURER B: Accident Fund General Ins Co INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 21415 12304

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Jobsite Poll \$250 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			5D9857520	01/17/2019	01/17/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ Comp \$1000 ☒ NON-OWNED AUTOS ONLY ☒ Coll \$1000			5E9857520	07/25/2019	01/17/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6189482	06/01/2019	06/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment			5C9857520	01/17/2019	01/17/2020	Leased Eq 450,000 Deductibl 1,000

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

Re: Water, Storm & Sanitary for Brookover Corner

CERTIFICATE HOLDER

GLEN-04

City of Glenpool
12205 S. Yukon Ave.
Glenpool, OK 74033

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD



MAINTENANCE BOND

BOND NO. 0764658

KNOW ALL MEN BY THESE PRESENTS: THAT WE, K-V Contracting, LLC
as Principal, and
Harco National Insurance Company, Illinois Corporation of
702 Oberlin Road, Raleigh, NC 27605-0800,
licensed to do business in the State of Illinois and, as Surety, are held and firmly bound unto
City of Glenpool, 12205 S. Yukon Ave, Glenpool, OK 74033
as Obligee, in the full and just sum of One Hundred Two Thousand One Hundred Thirty Three Dollars & 00/100
(\$ 102,133.00)

Dollars lawful money of the United States of America to the payment of which sum, well and truly to be made,
the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these
presents.

SIGNED, SEALED AND DATED THIS 1st **day of** October, **20** 19

THE CONDITION OF THIS OBLIGATION IS THAT, WHEREAS the Principal entered into a contract with the
Obligee for Sanitary Sewer to serve Brookover Corner

AND WHEREAS, the Obligee requires a guarantee from the Principal against defective workmanship in
connection with said Contract.

NOW, THEREFORE, if the Principal shall make any repairs or replacements which may become necessary during
the period of One (1) Year because of defective workmanship in connection with said
contract of which defectiveness the Obligee shall give the Principal and Surety written notice within (30)
thirty days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the
expiration of the maintenance period provided for herein.

Witness _____

Witness _____

Jamie Burris

K-V Contracting, LLC

Principal

Harco National Insurance Company

Cathy Combs

Attorney-in-Fact

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0764658

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

VAUGHN GRAHAM, JR., VAUGHN P. GRAHAM, CATHY COMBS, SHELLI R. SAMSEL, STEPHEN M. POLEMAN, VICKI WILSON, TRAVIS E. BROWN, DWIGHT A. PILGRIM, J. KELLY DEER, DEBORAH L. RAPER, AUSTIN K. GREENHAW, JAMIE M. BURRIS, RYAN MATTHEW SANDERS

Tulsa, OK

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 1, 2019

A00171

Irene Martins, Assistant Secretary



KVCON-2

OP ID: MH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2019

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

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

PRODUCER RICH & CARTMILL, INC 2738 East 51st #400 Tulsa, OK 74105 J Kelly Deer	918-743-8811	CONTACT NAME: J Kelly Deer PHONE (A/C, No, Ext): 918-743-8811 FAX (A/C, No): 918-744-8429 E-MAIL: ADDRESS:
INSURED K-V Contracting, LLC PO Box 859 Catoosa, OK 74015		INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty Comp INSURER B: Accident Fund General Ins Co INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 21415 12304

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Jobsite Poll \$250 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER			6D9857520	01/17/2019	01/17/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Comp \$1000 ☒ Coll \$1000			5E9857520	07/25/2019	01/17/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ Y ☐ N	N/A	WCV6189482	06/01/2019	06/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment			5C9857520	01/17/2019	01/17/2020	Leased Eq Deductibl 1,000

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

Re: Water, Storm & Sanitary for Brookover Corner

CERTIFICATE HOLDER

GLEN-04

City of Glenpool
12205 S. Yukon Ave.
Glenpool, OK 74033

CANCELLATION

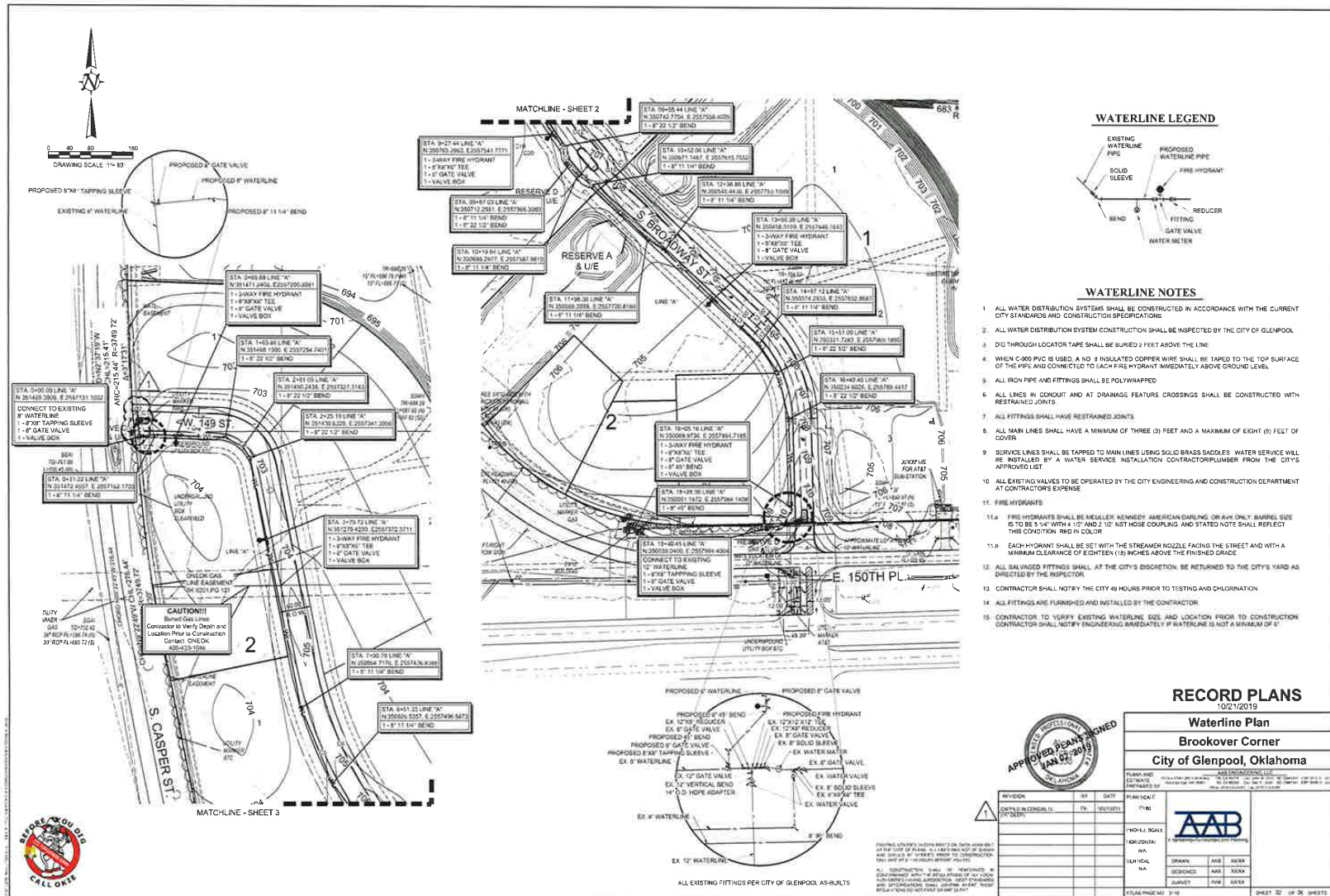
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

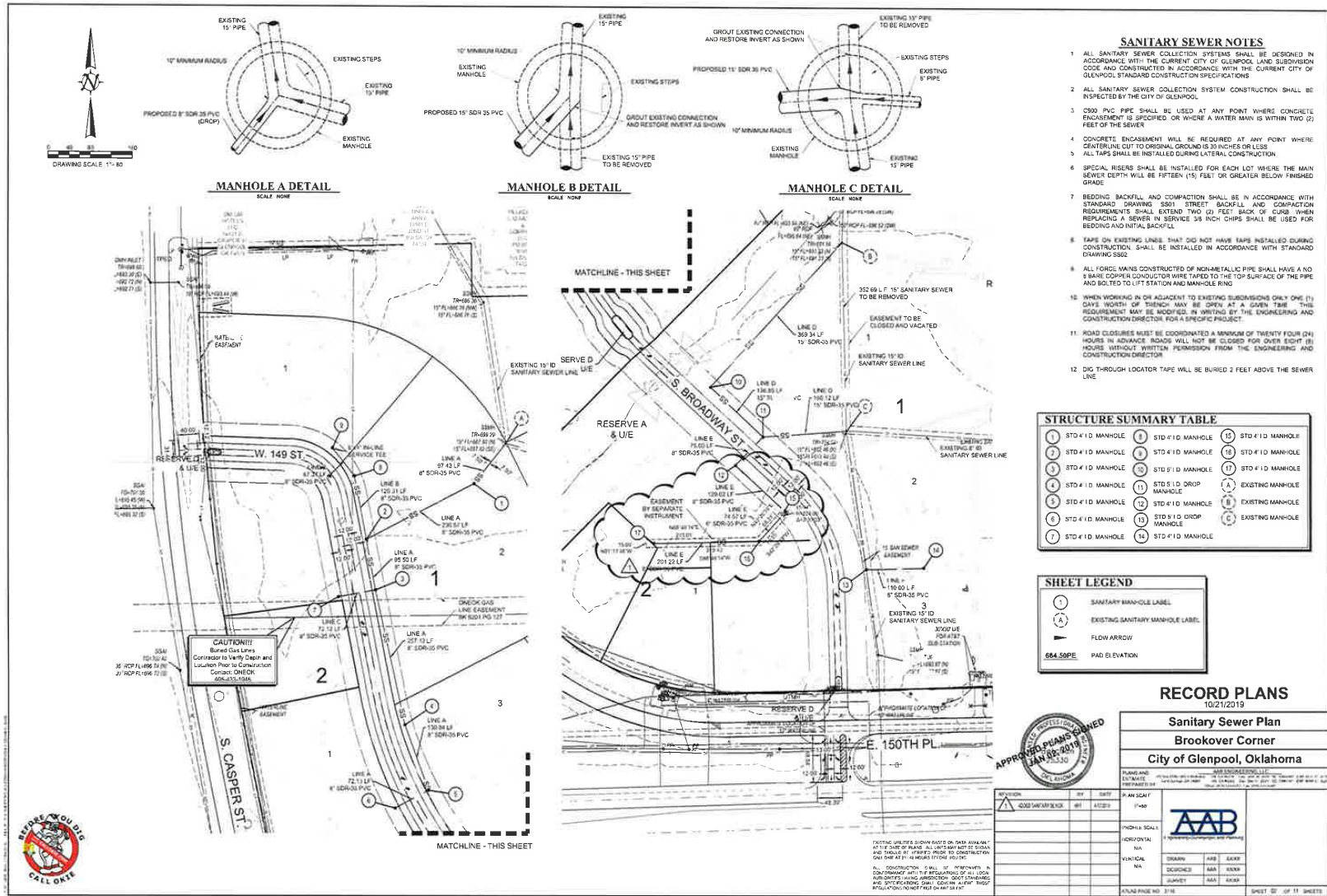
AUTHORIZED REPRESENTATIVE

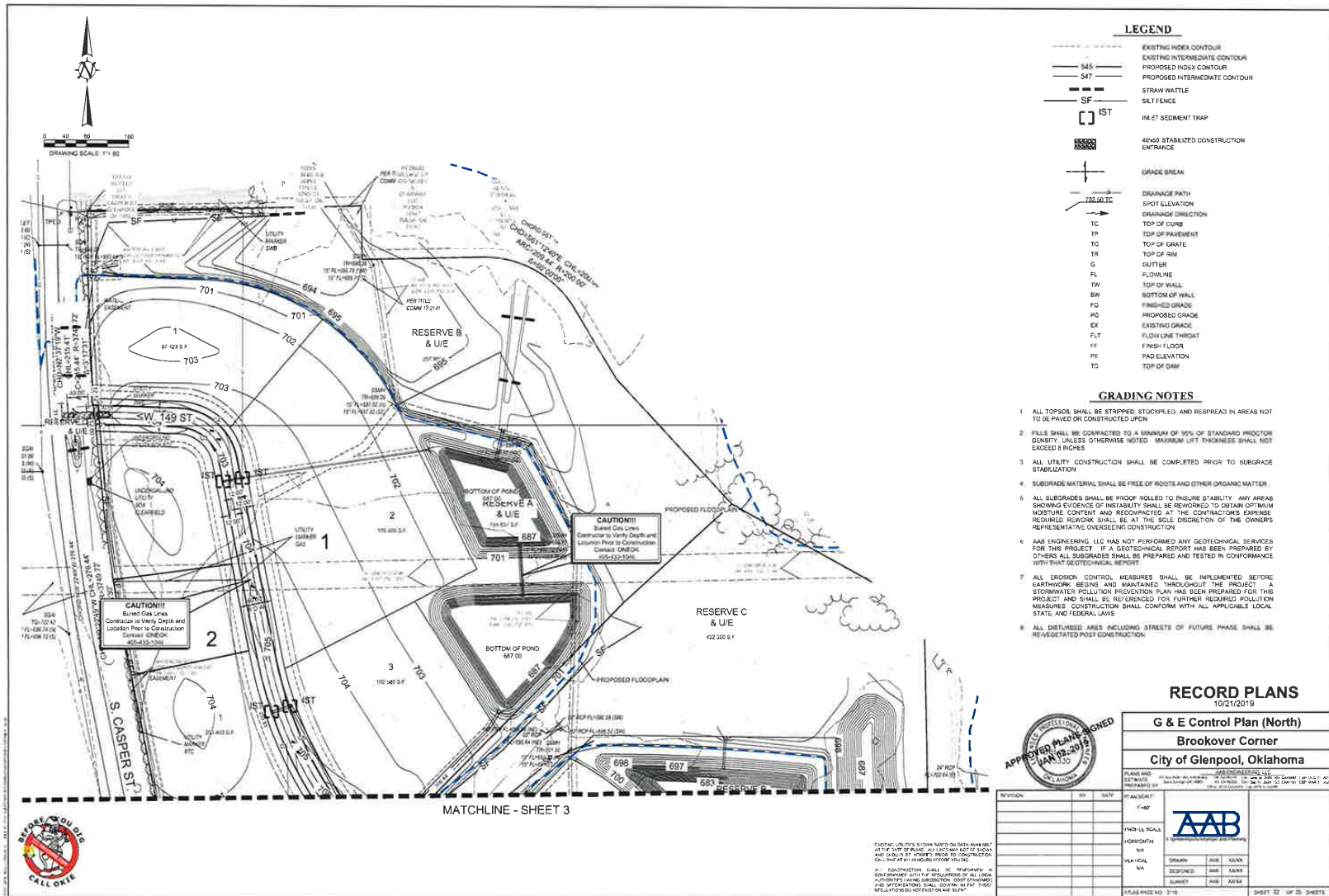
ACORD 25 (2016/03)

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MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: RELEASE OF LETTER OF CREDIT: 'BROOKOVER CORNER' ADDITION

DATE: DECEMBER 02, 2019

Background:

This is a request for Council consideration, approval, and possible action regarding the release of a certain Letter of Credit (LOC) originally issued to the City in the amount of \$453,661.20 (see attached) to secure the construction of public improvements designed to serve the Brookover Corner commercial development. The LOC was posted with the City in order to be in position to request City approval to release the final subdivision plat for both phases of the Brookover Corner project for recording purposes. The public improvements covered under the original LOC have been fully completed, bonded for maintenance, and accepted by the City of Glenpool for ownership. As such, the City no longer needs this type of security covering improvements that have been fully completed and accepted for ownership.

Staff Recommendation:

At this time, Staff recommends Council approval to release the original LOC by authorizing the execution of the attached release document approved by the Construction Lender involved (First National Bank and Trust Company of Broken Arrow) and to return the original LOC to the lender as requested.

Attachments:

- A. Letter of Credit
- B. Release Document

Lynn Burrow

From: Lowell Peterson
Sent: Friday, November 22, 2019 2:36 PM
To: Sandy Thompson
Cc: Lynn Burrow; Wendy Knight; Derek Steeley; Andrew Marshall
Subject: RE: Release of LOC

We certainly will. Thank you for your prompt and courteous response. Have a great Thanksgiving!

Respectfully,



Lowell Peterson

City Attorney/City Prosecutor
City of Glenpool
12205 S. Yukon Ave.
Glenpool, OK 74033
Tel. (918) 209-4647
Fax (918) 209-4641
Cell (918) 805-4090
lpeterson@cityofglenpool.com

From: Sandy Thompson <SThompson@fnbba.com>
Sent: Friday, November 22, 2019 2:31 PM
To: Lowell Peterson <lpeterson@cityofglenpool.com>
Cc: Lynn Burrow <lburrow@cityofglenpool.com>; Wendy Knight <wknight@cityofglenpool.com>; Derek Steeley <DSteeley@fnbba.com>; Andrew Marshall <AMarshall@fnbba.com>
Subject: FW: Release of LOC

Lowell,

We have approved the memorandum to release the Letter of Credit to the City of Glenpool by Moab Holdings Glenpool, LLC. Following the acceptance by the City Counsel on Dec. 2nd, please return the approved memo and the **Original** Letter of Credit to The First National Bank and Trust Company of Broken Arrow for release.

Thank you,
Sandy



Sandy Thompson
Executive Assistant
The First National Bank and Trust Company of Broken Arrow
121 S. Main Street
Broken Arrow, OK 74012-4140



121 S. Main, Broken Arrow, OK 74012-4140
P.O. Box 70, Broken Arrow, OK 74013-0070
918-251-5371 • Fax: 918-251-5974
Website: www.fnba.com

May 6, 2019

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 190800

Beneficiary:
City of Glenpool
12205 S Yukon Ave
Glenpool, OK 74033

Applicant:
Moab Holdings Glenpool, LLC
9924 S Jamestown Ave
Tulsa, OK 74137

Project Name: Brookover Corner I & II

Maximum Amount: \$453,661.20
Four hundred and fifty-three thousand six
hundred and sixty-one dollars and 20/100

Subdivision Name: Brookover Corner I & II

Expiration Date: May 6, 2020

Greetings,

We hereby issue our Irrevocable Standby Letter of Credit No. 190800 in your favor for the account of Moab Holdings Glenpool, LLC, 9924 S Jamestown Ave, Tulsa, OK 74137, up to the aggregate amount of Four hundred and fifty-three thousand six hundred and sixty-one dollars and 20/100 (\$453,661.20).

This Letter of Credit is available for payment by presentation of your drafts at sight drawn on us bearing this clause: "DRAWN UNDER THE FIRST NATIONAL BANK AND TRUST COMPANY OF BROKEN ARROW, LETTER OF CREDIT NO. 190800," accompanied by the following:

1. A signed statement from the Director of Public Works for the City of Glenpool stating that Moab Holdings Glenpool, LLC has not completed Public Improvements before May 6, 2020, and the cost to complete such improvement is \$453,661.20.
2. The original of this Letter of Credit.

We hereby engage with the drawers of drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored and paid immediately upon presentation of drafts and documents to us on or before the expiration date of this Letter of Credit.

Except so far as otherwise expressly stated, this Agreement shall be governed by the International Standby Practices 1998 (ISP98). This Agreement shall also be governed by the laws of Oklahoma, except as those laws conflict with the International Standby Practices 1998 (ISP98). In the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be in Oklahoma unless otherwise required by law.

Sincerely,

Derek Steeley
Senior Vice President
The First National Bank and Trust
Company of Broken Arrow



December 3, 2019

TO: Derek Steeley, Senior Vice President, First National Bank and Trust Company of Broken Arrow

FROM Lynn Burrow, Director of Community Development, Glenpool, OK

RE: Letter of Credit in Lieu of Subdivision Infrastructure Improvements prior to Plat Approval

Mr. Steeley,

On May 6, 2019, First National Bank and Trust Company of Broken Arrow (the "Bank") issued the attached Irrevocable Standby Letter of Credit No. 190800 ("LOC") over your signature, naming the City of Glenpool as beneficiary. The purpose the of the LOC was to secure the performance by Moab Holdings Glenpool, LLC, as "Obligor" under the LOC, of the installation of certain public infrastructure improvements serving the Obligor's Brookover Corner subdivision in Glenpool as a condition for the City's release of final subdivision plats for recording.

The City of Glenpool is satisfied that the public improvements have been completed in a satisfactory manner and that 'As-Built' drawings and associated maintenance bonds have been submitted to the City. Acceptance of the public infrastructure improvements by the Glenpool City Council was on the Council's agenda for December 2, 2019 and was granted. Along with acceptance of the improvements, the City Council authorized release of the LOC.

Based on the foregoing representations, I am authorizing the Bank to terminate and release the LOC and to direct evidence of doing so to:

Lynn Burrow, Director of Community Development
City of Glenpool
12205 S Yukon Ave
Glenpool, OK 74033

And to:

Eric Waller, Managing Member
Moab Holdings Glenpool, LLC
9924 S Jamestown Ave
Tulsa, OK 74137

The LOC would otherwise have expired on its expiration date of May 6, 2020. This authorization supersedes that provision.

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

Page 2

Thank you for your assistance in this matter and feel free to contact me if you have any questions or comments.

Respectfully,

Lynn Burrow, PE/PLS/CFM
Community Development Director
City Engineer
City of Glenpool
12205 S. Yukon Ave
Glenpool, Ok. 74033
(918) 209-4613 Office
(918) 209-4611 Fax
(918) 899-1293 Cell
Email: lburrow@cityofglenpool.com



MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: ACCEPTANCE OF PUBLIC IMPROVEMENTS SERVING 'SOUTH 75
BUSINESS PARK - PHASE III'

DATE: DECEMBER 2, 2019

BACKGROUND

This item is for Council consideration and action regarding the approval and acceptance for ownership certain public Sanitary Sewer, Street Paving, Storm sewer, and Drainage improvements constructed to serve the South 75 Business Park: Phase III project located along the east side of US Highway No. 75 between 161st Street and 168th Street. It should be noted that the subject Public Improvements was constructed within publicly dedicated General Utility Easements and public street rights-of-way to be created by the recording of the previously approved final subdivision plat of South 75 Business Park – Phase III. The attached Performance and Maintenance Bonds cover 100% of the total cost of all facilities constructed as a portion of the subject public improvements for the required one-year period for the sanitary and storm sewer system improvements, and a two-year period for the Street and related curb inlet drainage improvements from the date of official City acceptance of these facilities.

Staff Recommendation:

Staff recommends Council approval and acceptance for ownership the subject public improvements constructed to serve South 75 Business Park – Phase III as illustrated on the attached drawings and as covered under the attached Performance and Maintenance Bonds.

Attachments:

- A. 'As-Built' South 75 Business Park – Phase III Construction Documents
- B. Performance and Maintenance Bonds



5323 SOUTH LEWIS AVENUE
TULSA OKLAHOMA 74105-6539
P: 918.745.9929 F: 918.745.9969

11/25/19

Mr. Lynn Burrow, P.E.
City of Glenpool

Re: **South 75 Business Park Phase III Public Improvements**

Lynn,

Acting on the owner's behalf, we hereby request that the ownership and maintenance of the South 75 Business Park Phase III sanitary sewer, storm sewer, and paving public improvements be transferred to the City of Glenpool. Ira M. Green Construction Company, the contractor who performed the work, has provided a maintenance and performance bond, each totaling \$1,732,130.11, matching the original contract amount.

Respectfully Submitted,

Kevin B Norton, P.E.

A handwritten signature in blue ink, appearing to read 'Kevin B Norton', is written below the printed name.

PERFORMANCE BOND

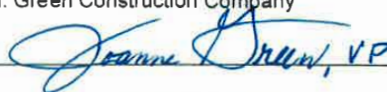
KNOW ALL MEN BY THESE PRESENTS, that we Ira M. Green Construction Company, and North American Specialty Insurance Company with general offices in Schaumburg, IL, a corporation organized under the laws of the State of New Hampshire and authorized to transact business in the State of Oklahoma, as Surety, and held and firmly bound unto SOUTH 75, LLC, a limited liability company existing under the laws of the State of Oklahoma, in the penal sum of One Million Seven Hundred Thirty Two Thousand One Hundred Thirty Dollars & 11/100 dollars (\$ 1,732,130.11) lawful money of the United States, in payment of which sum well and truly to be made, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents. Signed, sealed and delivered this 27th day of December, 2018.

WHEREAS, said Principal has entered into a written Contract SOUTH 75, LLC dated December 21, 2018, according to the Plans and Specifications attached to said Contract, which includes the furnishing of all necessary tools, equipment, materials, and labor, a copy of which Contract, together with all Plans and Specifications is hereto attached and made a part hereof as if set out in full herein; and for the payment to SOUTH 75, LLC, of all sums due, or which may become due, by the terms of this Contract, as well as by reason of any violation thereof by the Principal herein; and for the payment of any and all judgments, costs of suits and actions brought against SOUTH 75, LLC, or its officers, for any cause whatever arising from, or on account of, any injuries or damage to life or property, suffered or sustained by any person, or persons, firm, or corporation, caused by the Principal herein, its agents, servants, or employees, in the construction of said Work, or by or in consequence of, any negligence, carelessness, or misconduct, in guarding or protecting the same, or from any improper defective materials used in the construction of said Work, or any act of omission of said Principal, or its agents, servants, or employees; and for the protection of SOUTH 75, LLC, against all suits or claims for infringements, or alleged infringements, or patent rights or processes. The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the Terms and Conditions of the Contract or to the Work to be performed thereunder or the Plans and Specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the Terms and Conditions of the Contract or to the Work or to the Plan and Specifications.

NOW, THEREFORE, the said Principal has caused these presents to be executed in its name, and its corporate seal to be hereto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney in fact, duly authorized thereunto to do so, the day and year first above written and these presents have been executed in triplicate counterparts.

Ira M. Green Construction Company

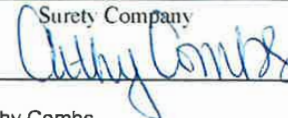
By:

 Jeanne Green, VP

North American Specialty Insurance Company

Surety Company

By:

 Cathy Combs

Cathy Combs

Attorney in Fact

**MAINTENANCE
BOND**

BOND NO. 2279039



Swiss Re
Corporate Solutions

1450 American Lane, Suite 1100
Schaumburg, IL 60173

KNOW ALL MEN BY THESE PRESENTS;

That We, Ira M. Green Construction Company

17211 S. 4170 Road, Claremore, OK 74017

(hereinafter called the "Principal"), as Principal, and North American Specialty Insurance Company

a corporation duly licensed to transact business in the State of Oklahoma

(hereinafter called the "Surety"), as Surety, are held and firmly bound unto City of Glenpool

12205 S. Yukon Ave, Glenpool, OK 74033

(hereinafter called the "Obligee"), in the sum of

One Million Seven Hundred Thirty Two Thousand One Hundred Thirty Dollars & 11/100 Dollars (\$ 1,732,130.11),

for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

Sealed with our seals and dated this 27th date of December, 2018

WHEREAS, the said Principal has heretofore entered into a contract with said Obligee dated 21st day of

December, 2018 for:

Paving, Grading, Sanitary Sewer, Storm Sewer and Water System to Serve South 75 Business Park Phase III

WHEREAS, the said Principal is required to guarantee the work installed under said contract, against defects in materials or workmanship which may occur within a period of one (1) year from and after acceptance of said project by owner

In no event shall losses paid under this bond aggregate more than the amount of this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that said Principal shall faithfully carry out and perform the said guarantee and shall, on due notice, repair and make good at its own expense any and all defects in materials or workmanship in the said work which may develop during the period specified above or shall pay over, make good and reimburse to the said obligee all losses sustained by reason of failure or default of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect

Ira M. Green Construction Company

By: [Signature]
Name: Title:

North American Specialty Insurance Company

By: [Signature]
Cathy Combs, Attorney-in-Fact

BND 251S REV (09/01)

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, SUSANNE CUSIMANO
TRAVIS E. BROWN, DEBORAH L. RAFFER, JAMIE HURKIS, SHELLIE SAMSER, ROBBIE LLOYD, MARK D. NOWELL, and CATHY COMBS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company, and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By 
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 30th day of June, 2015.

**North American Specialty Insurance Company
Washington International Insurance Company**

State of Illinois
County of Cook

ss:

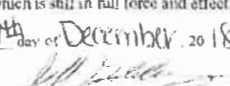
On this 30th day of June, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenney, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of December, 2018.


Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

South 75 Business Park Phase III

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-SIX (26)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST
OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

General Notes

- 1.1 TOPOGRAPHIC INFORMATION SHOWN HEREIN WAS PROVIDED BY TANNER CONSULTING, LLC.
- 1.2 ALL GRADES ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88).
- 1.3 WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF GLENPOOL, OKLAHOMA UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE.
- 1.4 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WORK ORDERS AND PERMITS FROM THE CITY, INCLUDING PROVISION OF BONDS AND INSURANCE AS REQUIRED.
- 1.5 THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS DEPARTMENT AT LEAST 24 HOURS PRIOR TO START OF CONSTRUCTION.
- 1.6 ONE-TIME CONSTRUCTION STAKING SHALL BE PROVIDED BY THE OWNER. ANY RESTAKING WILL BE REQUESTED AND PAID FOR BY THE CONTRACTOR.
- 1.7 RIGHT-OF-WAY PERMIT IS REQUIRED FOR ALL WORK IN CITY OF GLENPOOL. RIGHT-OF-WAY. PLEASE CALL 918-322-5409 FOR PERMIT INFORMATION.
- 1.8 ALL STORM SEWER SHOWN HEREIN HAS BEEN DESIGNED TO A 100-YR STORM EVENT.
- 1.9 UNLESS SPECIFIED OTHERWISE, ALL MATERIAL AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE CITY OF GLENPOOL STANDARDS, OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY STANDARDS AND OKLAHOMA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND/OR THE APPROPRIATE LOCAL AUTHORITIES.

Benchmark 1

PK NAIL FOUND IN ASPHALT 47 LF EAST OF
NORTHWEST CORNER OF SECTION 26 AND
10 LF SOUTH OF NORTH EDGE OF ASPHALT
OF WEST 161ST STREET SOUTH.
ELEVATION = 771.663' (NAVD88)
N: 44614.6757 E: 2557153.9303

Benchmark 2

SPIKE FOUND IN FENCE POST, LOCATED ON
 EAST RIGHT OF WAY LINE OF U.S.
 HIGHWAY 75 APPROX. 760' NORTH OF THE
 CENTERLINE INTERSECTION OF U.S.
 HIGHWAY 75 AND WEST 166TH STREET
 SOUTH.

 ELEVATION = 774.69' (NAVD88)
 N: 342729.270 E: 2557188.560

Contact List

CITY OF GLENPOOL
LYNN BURROW
PO BOX 70
GLENPOOL, OK 74033
PHONE: (918) 322-5409

EAST CENTRAL OK ELECTRIC COOP
BILL DANGOTT
PO BOX 1178
OKMULGEE, OK 74447
PHONE: (918) 759-0833

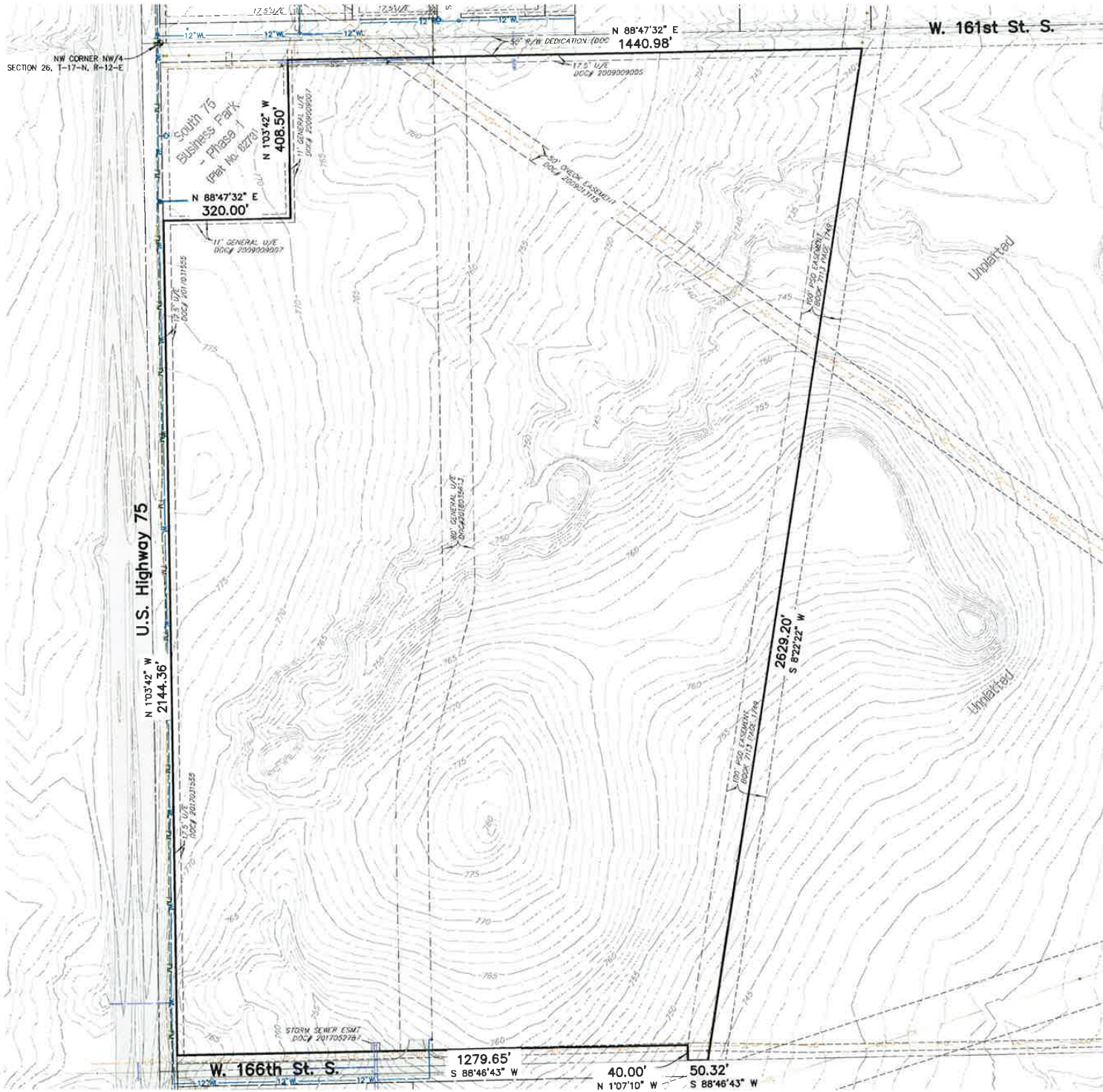
ONEOK
NEAL JONES - NEW SERVICE
2001 S. HIGHWAY 81
MEDFORD, OK 73759
PHONE: (580) 396-6304

OKIE TICKET NO: 16102416343244 DATE: FEBRUARY 16, 2018
LIMITED AREA OF LOCATE

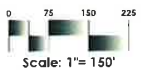
Legend

BLDG	BUILDING
BM	BENCHMARK
B/L	BUILDING LINE
CH/BS	CHISELED BOX, SET
CL	CENTER
CONC	SEWER CLEAN-OUT
CONC	CONCRETE
CR	CORNER
EPEDE	ELECTRIC PEDESTAL
EASEMENT	EASEMENT
FL	FIRE HYDRANT
FH	FLOW LINE
FLTC	FLOWLINE, THROAT
FNC	FENCE
FND	FOUND
G	GUTTER
GUPLY	GY ANCHOR
H	HORIZONTAL ELLIPTICAL PIPE
IP	IRON PIN
IPF	IRON PIN, FOUND
IPF	IRON PIN, SET
MME	MUTUAL ACCESS ESMT
OVERLAND DRAINAGE	OVERLAND DRAINAGE
EASEMENT	EASEMENT
OFE	OVERHEAD ELECTRIC
P	PIN FLAG, ELECTRIC
PFT	PIN FLAG, TELEPHONE
PP	POWER POLE

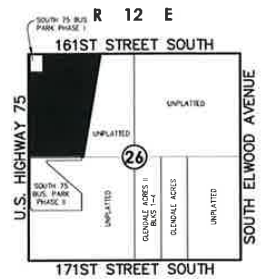
PVC	POWER POLE WITH DIP
PVC	POLYVINYL CHLORIDE PIPE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RCE	RESTRICTED WATERLINE ESM
R/D	RIGHT-OF-WAY
SD	STORM DRAIN
SD	STORM DRAIN END SECTION
SDH	STORM DRAIN HEADWALL
SDH	STORM DRAIN INLET
SM	STORM DRAIN MANHOLE
SF	SQUARE FEET
SS	SANITARY SEWER
SSSE	SANITARY SEWER EASEMENT
SSM	SANITARY SEWER MANHOLE
SY	SEWER YARDS
TC	TOP OF CURB
TD	TOP OF DRAIN
TP	TOP OF PAVING
TPED	TELEPHONE PEDESTAL
TR	TOP OF RIM
WL	WATERLINE
WM	WATER METER
WMH	WATER MANHOLE
WV	WATER VALVE
UG	UNDERGROUND GAS LINE
UG	UNDERGROUND ELECTRIC LINE
UT/E	UNDERGROUND TELEPHONE
U/E	UTILITY EASEMENT
XFM	TRANSFORMER



NORTH



Tanner Consulting



Location Map

Scale: 1"= 2000'

OWNER:

South 75, LLC
A TEXAS LIMITED LIABILITY COMPANY
CONTACT: REX ROBERTSON
Email: rex@forddevelopment.net
16400 Dallas Parkway, Suite 140
Dallas, Texas 75248-1389
Phone: (972) 858-1111

ENGINEER

Tanner Consulting, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
CONTACT: KEVIN NORTON
Email: knorton@tannerbaitshop.com
5323 South Lewis Avenue
Tulsa, OK 74105
Phone: (918) 745-9929

Full Set Index

SHEET NUMBER - NAME

- GE01 - BOUNDARY & EXISTING TOPOGRAPHY
- GE02 - DIMENSIONED SITE PLAN (NORTH)
- GE03 - DIMENSIONED SITE PLAN (SOUTH)
- GE04 - GRADING, PAVING & EROSION CONTROL PLAN (NORTH)
- GE05 - GRADING, PAVING & EROSION CONTROL PLAN (SOUTH)
- GE06 - POND DETAILS
- GE07 - DRAINAGE SWALE PLAN & PROFILE
- GE08 - DRAINAGE SWALE PLAN & PROFILE
- GE09 - PAVING PROFILES (A)
- GE10 - PAVING SECTION DETAILS
- GE11 - PAVING INTERSECTION DETAILS
- SD12 - PAVING NOTES & DETAILS
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- SD14 - DRAINAGE AREAS (SOUTH)
- SD15 - DRAINAGE AREAS (WEST)
- SD16 - STORM SEWER PLAN (NORTH)
- SD17 - STORM SEWER PLAN (MIDDLE)
- SD18 - STORM SEWER PLAN (SOUTH)
- SD19 - STORM SEWER PLAN (NORTHEAST)
- SD20 - DRAINAGE AREA TABLES
- SD21 - STORM SEWER PROFILES
- SD22 - STORM SEWER PROFILES
- SD23 - STORM SEWER PROFILES
- SD24 - STORM SEWER ALIGNMENT DETAILS
- SD25 - STORM SEWER ALIGNMENT DETAILS
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- RE01 - CONDUIT PLANS (NORTH)
- RE02 - CONDUIT PLANS (SOUTH)
- RE03 - STRIPING PLANS (NORTH)
- RE04 - STRIPING PLANS (MIDDLE)
- RE05 - STRIPING PLANS (SOUTH)

THE FOLLOWING STANDARD DRAWINGS FROM WILL BE REQUIRED:

ODOT STD. R-30	PREFABRICATED CULVERT END SECTIONS
ODOT STD. R-36	STANDARD MEDIAN DRAINS
ODOT STD. B-572	RCB CULVERTS - END SECTION DETAILS SINGLE CELL - 3'-0" HEIGHT - 0" (SHEET 1 OF 2)
ODOT STD. B-573	RCB CULVERTS - END SECTION DETAILS SINGLE CELL - 3'-0" HEIGHT - 0" (SHEET 2 OF 2)
TULSA STD. 770	STANDARD DROP INLET 15", 18", AND 24"
TULSA STD. 780	STANDARD BAFFLE BLOCK ENERGY DISSIPATOR
TULSA STD. 790	STANDARD SIDEWALK RAMP



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LANDSCAPE ARCHITECTURE | PLANNING

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CERTIFICATE OF AUTHORIZATION
OK CA 1661 EXP. 6/30/2019

CERTIFICATE OF AUTHORIZATION
OK CA 1661 EXP. 6/30/2019



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MILESTONE	DATE
APPROVED	11/25/2010
1ST REVISION	12/17/2010
2ND REVISION	1/24/2011

PLOT DATE 1/24/19

ALL CONSTRUCTION TO BE IN STRICT ACCORDANCE WITH CURRENT CITY OF DENVER STANDARDS AND SPECIFICATIONS (INCLUDING DOT 2005 EDITION)

South 75 Business Park Phase III

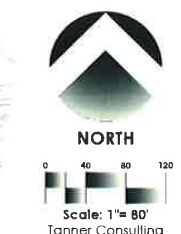
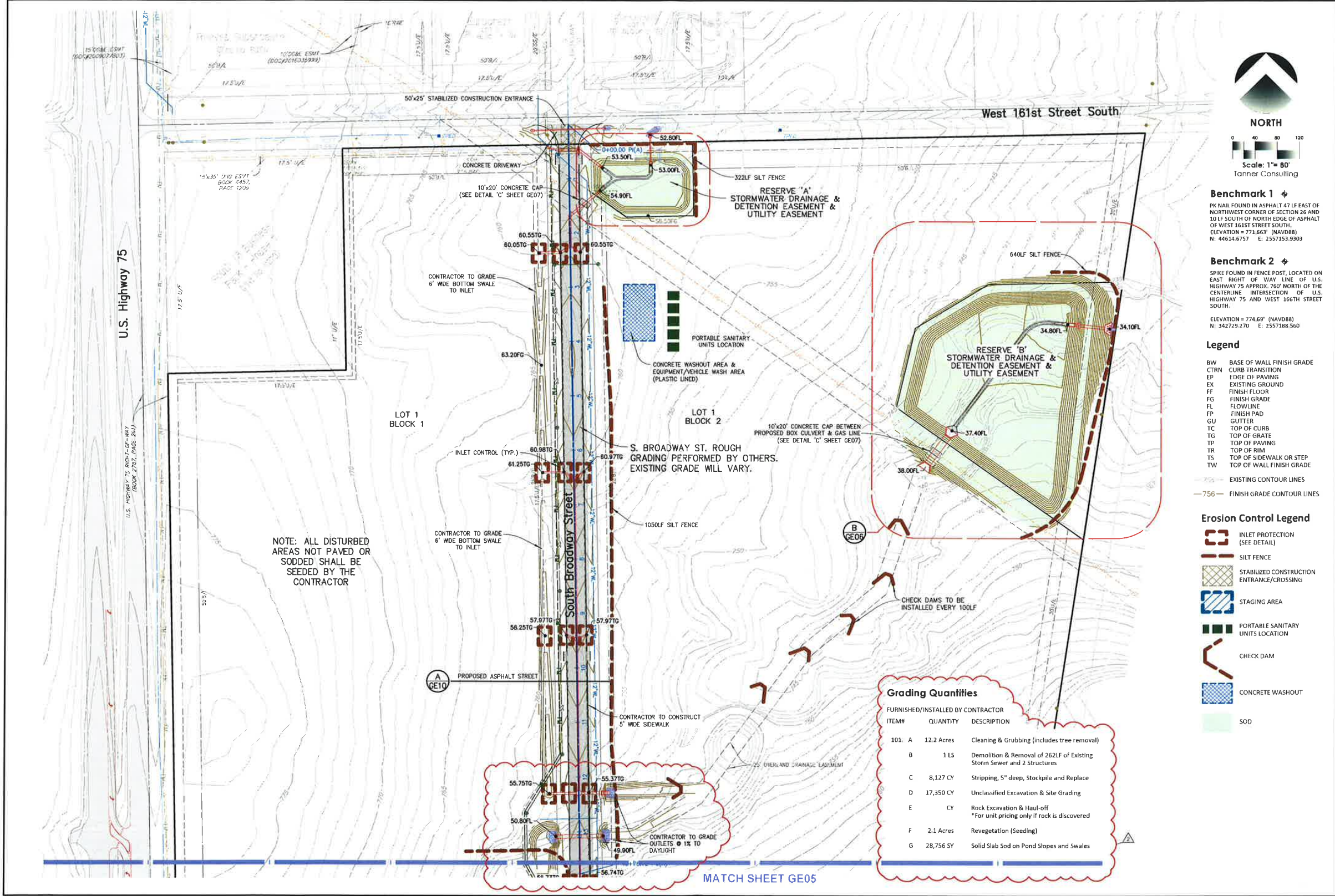
PROJECT: 160
ISSUE DATE: 1/24/20
N

PLAN SCALE (1) 1"=1'

Boundary & Existing Topography

GE01

OF 28



Benchmark 1 ✦
PK NAIL FOUND IN ASPHALT 47 LF EAST OF NORTHWEST CORNER OF SECTION 26 AND 10 LF SOUTH OF NORTH EDGE OF ASPHALT OF WEST 161ST STREET SOUTH. ELEVATION = 771.663' (NAVD88)
N: 44614.6757 E: 2557153.9303

Benchmark 2 ✦
SPIKE FOUND IN FENCE POST, LOCATED ON EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 75 APPROX. 760' NORTH OF THE CENTERLINE INTERSECTION OF U.S. HIGHWAY 75 AND WEST 166TH STREET SOUTH.
ELEVATION = 774.69' (NAVD88)
N: 342729.270 E: 2557188.560

- Legend**
- BW BASE OF WALL FINISH GRADE
 - CTRN CURB TRANSITION
 - EP EDGE OF PAVING
 - EX EXISTING GROUND
 - FF FINISH FLOOR
 - FG FINISH GRADE
 - FL FLOWLINE
 - FP FINISH PAD
 - GU GUTTER
 - TC TOP OF CURB
 - TG TOP OF GRATE
 - TP TOP OF PAVING
 - TR TOP OF RIM
 - TS TOP OF SIDEWALK OR STEP
 - TW TOP OF WALL FINISH GRADE
 - 756- EXISTING CONTOUR LINES
 - 756- FINISH GRADE CONTOUR LINES

- Erosion Control Legend**
- INLET PROTECTION (SEE DETAIL)
 - SILT FENCE
 - STABILIZED CONSTRUCTION ENTRANCE/CROSSING
 - STAGING AREA
 - PORTABLE SANITARY UNITS LOCATION
 - CHECK DAM
 - CONCRETE WASHOUT
 - SOD

Grading Quantities

FURNISHED/INSTALLED BY CONTRACTOR

ITEM#	QUANTITY	DESCRIPTION
101. A	12.2 Acres	Cleaning & Grubbing (includes tree removal)
B	1 LS	Demolition & Removal of 262LF of Existing Storm Sewer and 2 Structures
C	8,127 CY	Stripping, 5" deep, Stockpile and Replace
D	17,350 CY	Unclassified Excavation & Site Grading
E	CY	Rock Excavation & Haul-off *For unit pricing only if rock is discovered
F	2.1 Acres	Revegetation (Seeding)
G	28,756 SY	Solid Slab Sod on Pond Slopes and Swales

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REV'S/DATE	DATE
APPROVED	11/25/2018
1ST REVISION	12/1/2018
2ND REVISION	1/24/2019

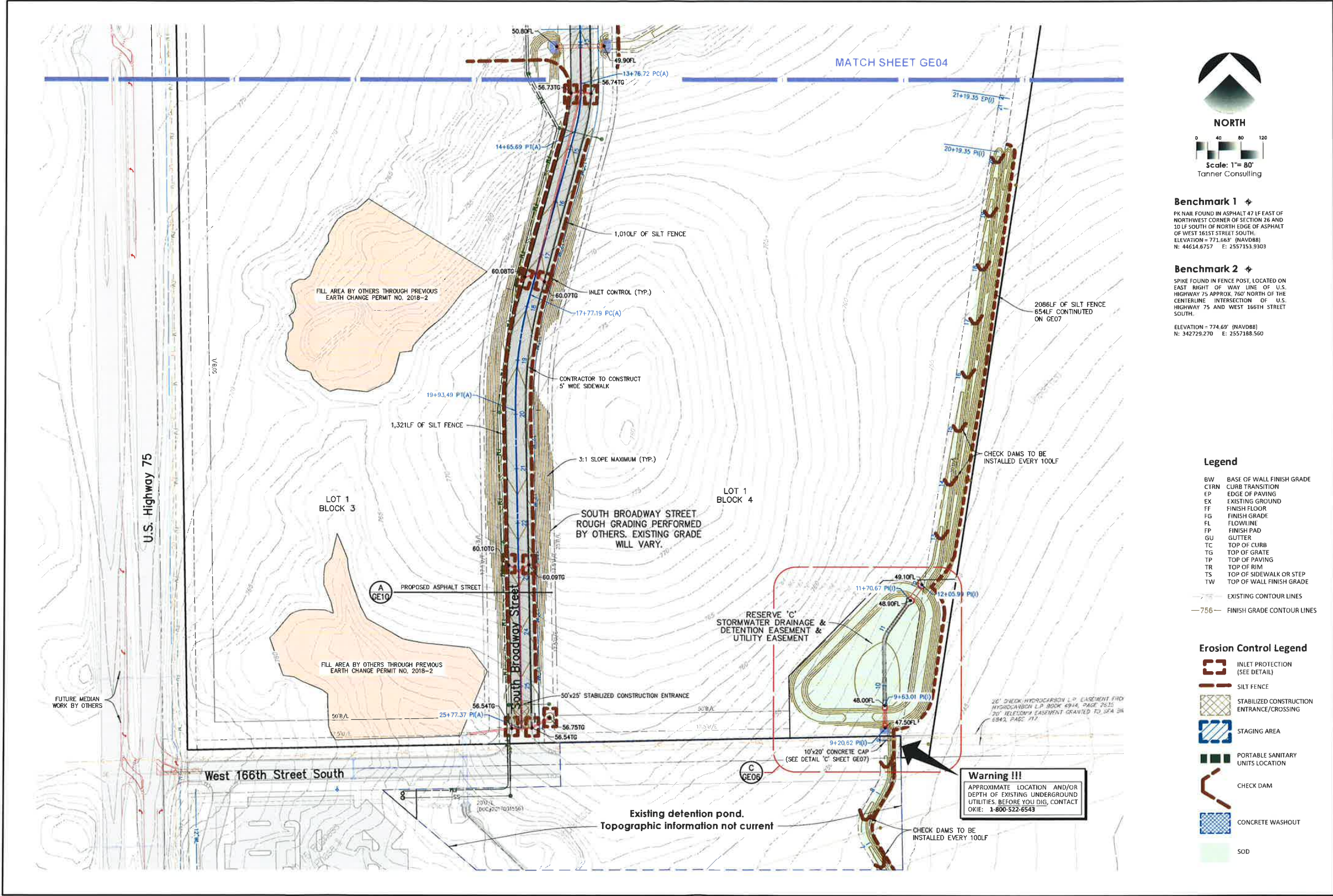
PROJECT: 16075
ISSUE DATE: 1/24/2019

PLAN SCALE: (H) 1"=80'
(V) N/A

Grading, Paving & Erosion Control Plan (North)

GE04
OF 28

South 75 Business Park Phase III
W. 161st St. S. & U.S. Hwy 75
Glenpool, Oklahoma



Professional Engineer
Dan Edwin Tanner
13090
1-24-2019
Tanner Consulting, LLC
CIVIL ENGINEERING, LAND SURVEYING
(LANDSCAPE ARCHITECTURE) PLANNING
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www.tannerconsulting.com
CERTIFICATE OF AUTHORIZATION NO.
OK CA 1661 EXP: 6/30/2019

BEFORE YOU DIG CALL OKIE

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DATE: 11/25/2018
1ST REVISION: 12/17/2018
2ND REVISION: 1/24/2019

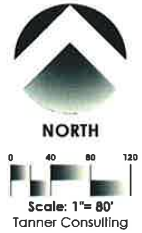
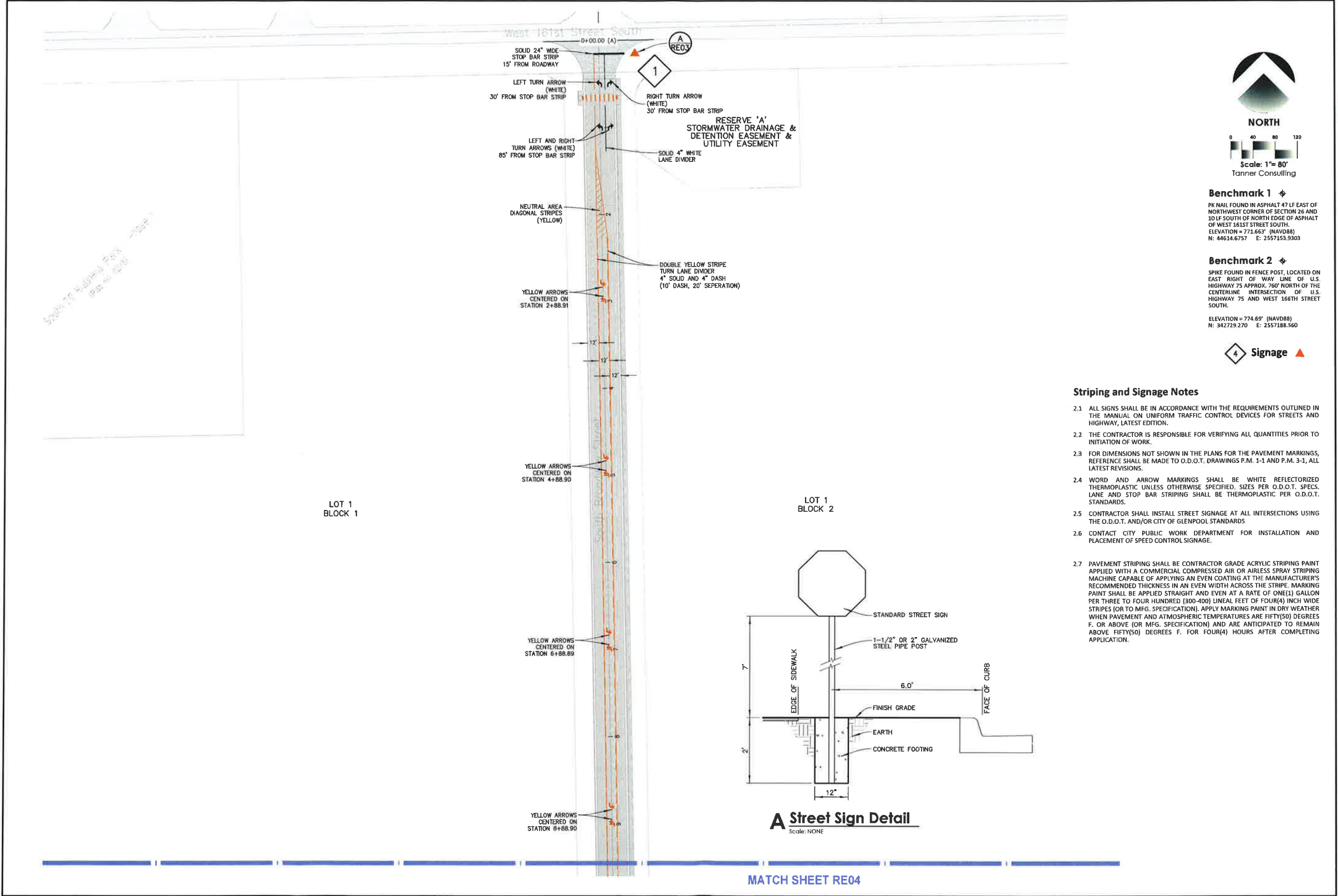
PLOT DATE: 1/24/19
ALL CONSTRUCTION TO BE IN STRICT ACCORDANCE WITH CURRENT CITY OF OKLAHOMA, ORDINANCES AND SPECIFICATIONS (INCLUDING O.D.O.T. 2009 EDITION)

South 75 Business Park Phase III

W. 161st St. S. & U.S. Hwy 75
Glenpool, Oklahoma

PROJECT: 16075
ISSUE DATE: 1/24/2019
PLAN SCALE: (4) 1"=80'
(5) N/A
Grading, Paving & Erosion Control Plan (South)
GE05
OF 28

P:\A\2019\16075\2019 PHASE II DESIGN\CD\DWG\STRIPING\STRIPING\PLANS.DWG, RE03, 1/24/2019 4:05:11 PM, INPARED, L.L., TANNER CONSULTING, L.L.C., OK, CA, 4601 EXP 6/30/2019

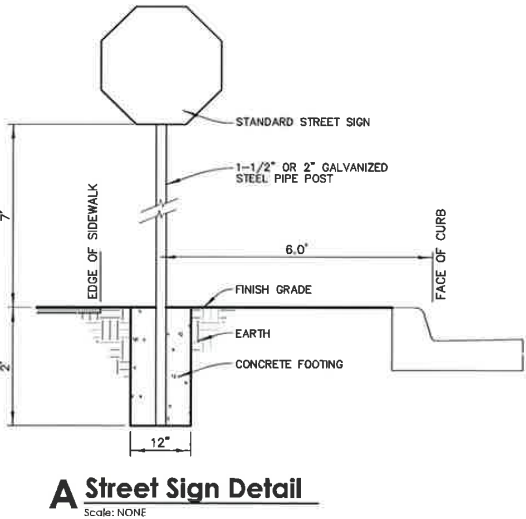


Benchmark 1 ♦
PK NAIL FOUND IN ASPHALT 47 LF EAST OF NORTHWEST CORNER OF SECTION 26 AND 10 LF SOUTH OF NORTH EDGE OF ASPHALT OF WEST 161ST STREET SOUTH.
ELEVATION = 771.663' (NAVD88)
N: 44614.6757 E: 2557153.9303

Benchmark 2 ♦
SPW FOUNT IN FENCE POST, LOCATED ON EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 75 APPROX. 760' NORTH OF THE CENTERLINE INTERSECTION OF U.S. HIGHWAY 75 AND WEST 166TH STREET SOUTH.
ELEVATION = 774.69' (NAVD88)
N: 342729.270 E: 2557188.560



- Striping and Signage Notes**
- 2.1 ALL SIGNS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OUTLINED IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAY, LATEST EDITION.
 - 2.2 THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO INITIATION OF WORK.
 - 2.3 FOR DIMENSIONS NOT SHOWN IN THE PLANS FOR THE PAVEMENT MARKINGS, REFERENCE SHALL BE MADE TO O.D.O.T. DRAWINGS P.M. 1-1 AND P.M. 3-1, ALL LATEST REVISIONS.
 - 2.4 WORD AND ARROW MARKINGS SHALL BE WHITE REFLECTORIZED THERMOPLASTIC UNLESS OTHERWISE SPECIFIED. SIZES PER O.D.O.T. SPECS. LANE AND STOP BAR STRIPING SHALL BE THERMOPLASTIC PER O.D.O.T. STANDARDS.
 - 2.5 CONTRACTOR SHALL INSTALL STREET SIGNAGE AT ALL INTERSECTIONS USING THE O.D.O.T. AND/OR CITY OF GLENPOOL STANDARDS.
 - 2.6 CONTACT CITY PUBLIC WORK DEPARTMENT FOR INSTALLATION AND PLACEMENT OF SPEED CONTROL SIGNAGE.
 - 2.7 PAVEMENT STRIPING SHALL BE CONTRACTOR GRADE ACRYLIC STRIPING PAINT APPLIED WITH A COMMERCIAL COMPRESSED AIR OR AIRLESS SPRAY STRIPING MACHINE CAPABLE OF APPLYING AN EVEN COATING AT THE MANUFACTURER'S RECOMMENDED THICKNESS IN AN EVEN WIDTH ACROSS THE STRIPE. MARKING PAINT SHALL BE APPLIED STRAIGHT AND EVEN AT A RATE OF ONE(1) GALLON PER THREE TO FOUR HUNDRED (300-400) LINEAL FEET OF FOUR(4) INCH WIDE STRIPES (OR TO MFG. SPECIFICATION). APPLY MARKING PAINT IN DRY WEATHER WHEN PAVEMENT AND ATMOSPHERIC TEMPERATURES ARE FIFTY(50) DEGREES F. OR ABOVE (OR MFG. SPECIFICATION) AND ARE ANTICIPATED TO REMAIN ABOVE FIFTY(50) DEGREES F. FOR FOUR(4) HOURS AFTER COMPLETING APPLICATION.



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CERTIFICATE OF AUTHORIZATION NO.
OK CA 1661 EXP. 6/30/2019



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REVISION	DATE
1ST REVISION	12/17/2018
2ND REVISION	1/24/2019

PLOT DATE: 1/24/19

ALL CONSTRUCTION TO BE IN STRICT ACCORDANCE WITH CURRENT CITY OF GLENPOOL STANDARDS AND SPECIFICATIONS (INCLUDING O.D.O.T. 2009 EDITION)

South 75 Business Park Phase III
W. 161st St. S. & U.S. Hwy 75
Glenpool, Oklahoma

PROJECT: 16075
ISSUE DATE: 1/24/2019

PLAN SCALE: (H) 1"=80'
(V) N/A

Striping Plans (North)

RE03
OF 28



South 75 Business Park Phase III
W. 161st St. S. & U.S. Hwy 75
Glenpool, Oklahoma

PROJECT: 16075
ISSUE DATE: 1/24/2019

PLAN SCALE: (H) 1"=80'
(V) N/A

**Striping Plans
(Middle)**

RE04



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MILESTONE	DATE
APPROVED	11/26/2015
1ST REVISION	12/17/2015
2ND REVISION	1/24/2016

PLOT DATE 1/24/19

ALL CONSTRUCTION TO BE IN STRICT ACCORDANCE WITH CURRENT CITY OF GLENPOOL STANDARDS AND SPECIFICATIONS (INCLUDING O.D.O.T. 2009 EDITION)

South 75 Business Park Phase III
W. 161st St. S. & U.S. Hwy 75
Glenpool, Oklahoma

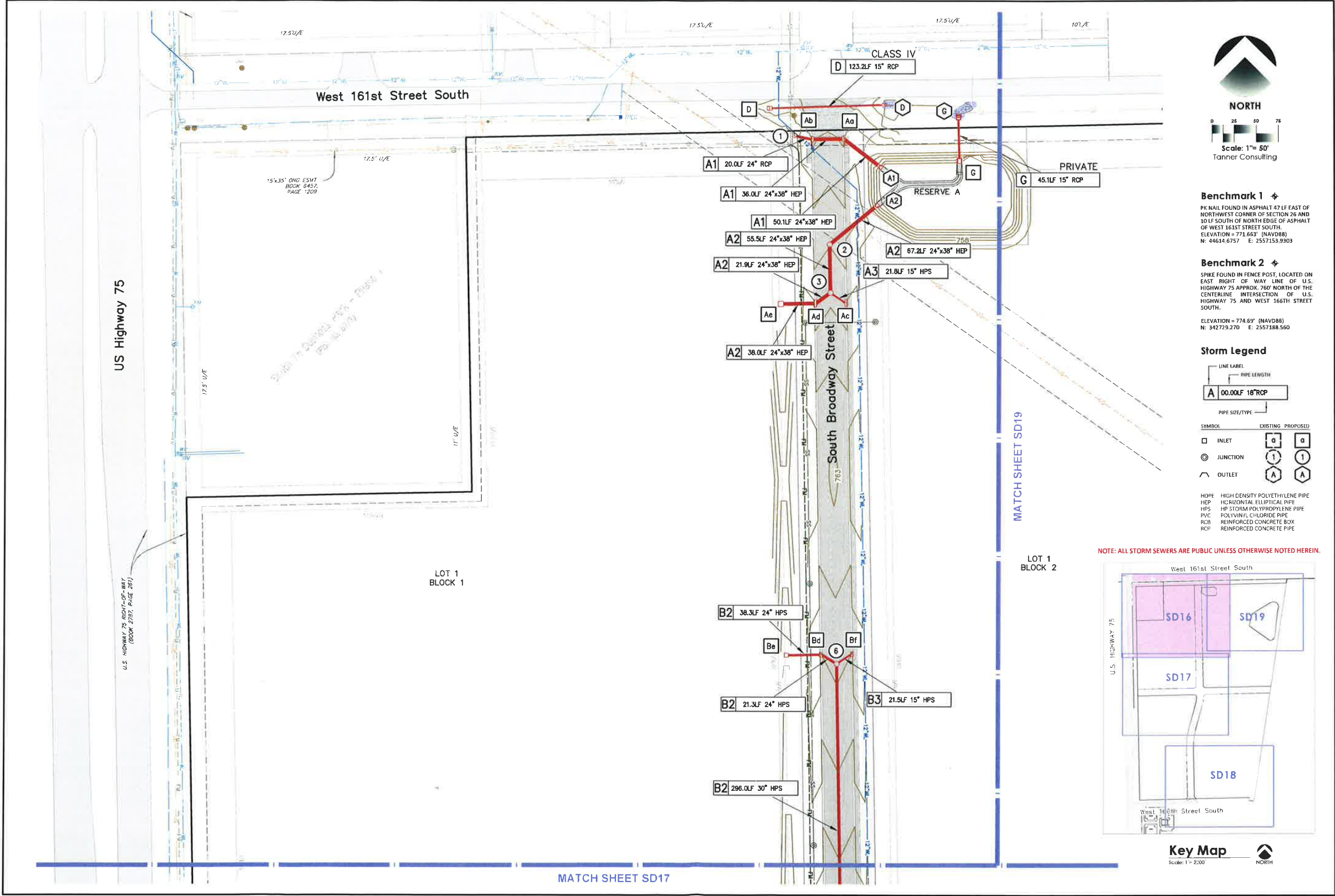
PROJECT: 16075
ISSUE DATE: 1/24/2019

PLAN SCALE: (H) 1"=80'
(V) N/A

Striping Plans (South)

RE05

OF 28



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OFFICE: 918.745.9929
www.tannerconsulting.com
CERTIFICATE OF AUTHORIZATION NO. OK CA 1661 EXP. 6/30/2019



Benchmark 1 $\blacklozenge$
PK NAIL FOUND IN ASPHALT 47 LF EAST OF NORTHWEST CORNER OF SECTION 26 AND 10 LF SOUTH OF NORTH EDGE OF ASPHALT OF WEST 161ST STREET SOUTH.
ELEVATION = 771.652' (NAVD88)
N: 44614.6757 E: 2557153.9303

Benchmark 2 $\blacklozenge$
SPIKE FOUND IN FENCE POST, LOCATED ON EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 75 APPROX. 760' NORTH OF THE CENTERLINE INTERSECTION OF U.S. HIGHWAY 75 AND WEST 166TH STREET SOUTH.
ELEVATION = 774.69' (NAVD88)
N: 342729.270 E: 2557188.560

Storm Legend

LINE LABEL
PIPE LENGTH
PIPE SIZE/TYPE

SYMBOL

INLET
JUNCTION
OUTLET

HEP: HIGH DENSITY POLYETHYLENE PIPE
HEP: HORIZONTAL ELLIPTICAL PIPE
HPS: HP STORM POLYPROPYLENE PIPE
PVC: POLYVINYL CHLORIDE PIPE
RCB: REINFORCED CONCRETE BOX
RCP: REINFORCED CONCRETE PIPE

South 75 Business Park Phase III
W. 161st St. S. & U.S. Hwy 75
Glenpool, Oklahoma

PROJECT: 16075
ISSUE DATE: 1/24/2019

PLAN SCALE: (H) 1"=50'
(V) N/A

Storm Sewer Plan (North)

SD16
OF 28

LOT DATE 1/24/19

ALL CONSTRUCTION TO BE IN STRICT ACCORDANCE WITH CURRENT CITY OF OKLAHOMA STANDARDS AND SPECIFICATIONS (INCLUDING 2010 EDITION)

P:\CADD\2019\SD16\SD16.dwg, SD16, 1/24/2019 4:00:54 PM, TANNER CONSULTING, LLC, OK, CA, 5601 EPH 01/24/2019



Tanner Consulting
CIVIL ENGINEERING | LAND SURVEYING
LANDSCAPE ARCHITECTURE | PLANNING

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OK CA 1661 EXP. 6/30/2019



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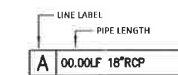
Benchmark 1 
PK NAIL FOUND IN ASPHALT 47 LF EAST OF
NORTHWEST CORNER OF SECTION 26 AND
10 LF SOUTH OF NORTH EDGE OF ASPHALT
OF WEST 161ST STREET SOUTH,
ELEVATION = 771.663' (NAVD88)
N: 44614.6757 E: 2557153.9303

Benchmark 2 

SPIKE FOUND IN FENCE POST, LOCATED ON EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 75 APPROX. 760' NORTH OF THE CENTERLINE INTERSECTION OF U.S. HIGHWAY 75 AND WEST 166TH STREET SOUTH.

ELEVATION = 774.69' (NAVD88)
N: 342729.270 E: 2557188.560

Storm Legend



SYMBOL		EXISTING	PROPOSED
	INLET		
	JUNCTION		
	OUTLET		

HDPE	HIGH DENSITY POLYETHYLENE PIPE
HEP	HORIZONTAL ELLIPTICAL PIPE
HPS	HP STORM POLYPROPYLENE PIPE
PVC	POLYVINYL CHLORIDE PIPE
RCB	REINFORCED CONCRETE BOX
RCP	REINFORCED CONCRETE PIPE

DOI CASE 1/24/19

ALL CONSTRUCTION TO BE IN STRICT ACCORDANCE WITH CURRENT CITY OF CHICAGO STANDARDS AND SPECIFICATIONS (INCLUDING O.D.T. 2009 EDITION)

South 75 Business Park Phase III

W. 161st St. S. & U.S. Hwy 75
Glenpool, Oklahoma

PROJECT 16075
ISSUE DATE 1/24/2019

PLAN SCALE (H)	1"=50'
(V)	N/A

Storm Sewer Plan (Middle)

SD17
OF 28



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OK CA 1661 EXP 6/30/2019



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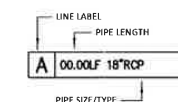
Benchmark 1 
PK NAIL FOUND IN ASPHALT 47 LF EAST OF
NORTHWEST CORNER OF SECTION 26 AND
10 LF SOUTH OF NORTH EDGE OF ASPHALT
OF WEST 161ST STREET SOUTH.
ELEVATION = 771.663' (NAVD88)
N: 44614.6757 E: 2557153.9303

Benchmark 2 

SPIKE FOUND IN FENCE POST, LOCATED ON EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 75 APPROX. 760' NORTH OF THE CENTERLINE INTERSECTION OF U.S. HIGHWAY 75 AND WEST 166TH STREET SOUTH.

ELEVATION = 774.69' (NAVD88)
N: 347729 270 E: 2557188 560

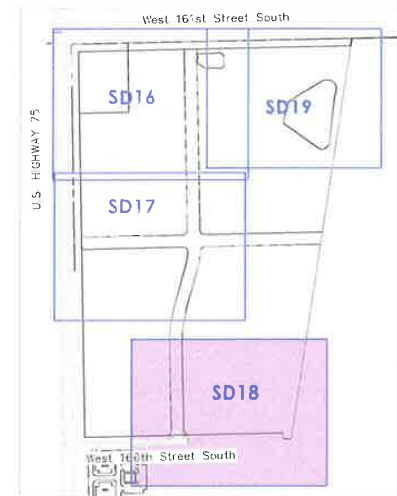
Storm Legend



SYMBOL		EXISTING	PROPOSED
	INLET		
	JUNCTION		
	OUTLET		

HDPE	HIGH DENSITY POLYETHYLENE PIPE
HEP	HORIZONTAL ELLIPTICAL PIPE
HPS	HP STORM POLYPROPYLENE PIPE
PVC	POLYVINYL CHLORIDE PIPE
RCB	REINFORCED CONCRETE BOX
RCF	REINFORCED CONCRETE PIPE

NOTE: ALL STORM SEWERS ARE PUBLIC UNLESS OTHERWISE NOTED HEREIN.



Key Map

Scale: 1 : 2000

NORTH

South 75 Business Park Phase III
W. 161st St. S. & U.S. Hwy 75

PROJECT: 16075
ISSUE DATE: 1/24/2019

PLAN SCALE: (H) 1"=50'
(V) N/A

Storm Sewer Plan (South)

SD18 OF 28



NOTE: ALL STORM SEWERS ARE PUBLIC UNLESS OTHERWISE NOTED HEREIN.

OF 28



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: ACCEPTANCE OF PUBLIC INFRASTRUCTURE IMPROVEMENTS
SERVING: 'ELM POINTE II ADDITION' – PUD NO. 38

DATE: DECEMBER 02, 2019

Background:

This is a request for Council consideration, approval, and possible action regarding the acceptance for ownership and maintenance of certain public infrastructure improvements installed to serve 'Elm Pointe II Addition (PUD No.38) located along and north of South 141st Street - approximately ¼ mile west of Peoria Avenue at South Madison Avenue per the attached subdivision plat and construction drawings. Specifically, these public improvements include:

- The installation of improvements associated with the public paving constructed to provide public access from 141st Street and via internal streets.
- Certain public storm sewer collection and conveyance system and drainage improvements associated with internal public streets.
- Certain 6" ID public water main extensions providing domestic water and fire protection service to the Addition.
- Certain public 8" ID sanitary sewer main extensions providing sewer service at various locations throughout the Addition.

The Community Development Department Staff inspected these improvements during construction and has received and approved all required testing for conformance to City standard criteria. The improvements listed above have been covered by required Maintenance Bonds per the attached copies. The bonded amounts for each improvement system have been issued based on an Engineer's Statement of Cost submitted to Staff by the Project Engineer. Record (As-Built) drawings covering the installation of the listed public improvements have been received and approved by Staff as required prior to acceptance of the improvements by the City Council.

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

Staff Recommendation:

At this time, Staff recommends approval and acceptance of the public improvements described herein serving 'Elm Pointe II Addition' – PUD No. 38

Attachments:

- A. Public Improvement Systems & Location Maps
- B. Maintenance Bonds

Elm Pointe Land, LLC

14050 So. Peoria Ave. Suite #109
Bixby, OK 74008
Phone 918-369-9300 or Fax 918-369-9315

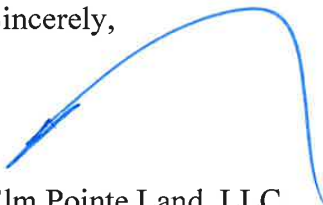
November 5, 2019

City of Glenpool
Lynn Burrow – City Engineer
12205 So. Yukon Ave.
Glenpool, OK 74033

RE: Elm Pointe II Subdivision
Public Improvements

I am requesting that the City of Glenpool accepts the water line, sanitary sewer line, storm water line and structures and streets and curbs in Elm Pointe II as public improvements. Please let me know if you have any questions.

Sincerely,



Elm Pointe Land, LLC
T.J. Remy
Manager/Owner

OKLAHOMA SURETY COMPANY

P. O. Box 1409
TULSA, OKLAHOMA 74101

MAINTENANCE BOND

BOND NUMBER 1016427

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, CK Mills, LLC

100323 S Shadyoak Dr. Harrah, OK 73045 as Principal,
and **OKLAHOMA SURETY COMPANY**, an Ohio corporation, having its principal place of business in the City of Tulsa and State of Oklahoma,

as Surety, are held and firmly bound unto City of Glenpool

12205 S Yukon Ave Glenpool, OK 74033 as Oblgee,

in the penal sum of _____

Ninety-Five Thousand Dollars (\$ 95,000.00)

lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the said Principal has constructed certain improvements described as follows:

ElmPointe Subdivision Phase II -Residential Lots

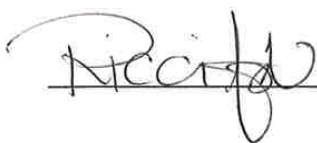
Sanitary Sewer, Storm Piping and Boxes and Water Main Improvements

Which said improvements have been constructed to conform with specifications prepared by JR Donelson, Inc.
5879 S Garnett Rd Tulsa, OK 74146

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the said Principal shall maintain said improvements for a period of (1) One year(s) against any failure due to defective workmanship or defective materials, said (1) One year(s) period to begin with the date of completion and acceptance of such completed improvements described above, then this obligation shall be null and void, otherwise to remain in full force and effect, subject however to the following express provision:

The Oblgee, by and through its proper representative, shall give the Principal and the Surety written notice of all repairs required to fulfill the terms of this maintenance guarantee; and the said Principal and Surety shall, after receipt of any such notice, be allowed a reasonable period of time in which to make any such repairs.

Signed, Sealed and Dated this 24th day of October, 2019



Witness

CK Mills, LLC

By

Blaine Mills

Principal

OKLAHOMA SURETY COMPANY

By

Polly Phillips

Attorney-in-fact

1016427

OKLAHOMA SURETY 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 **OKLAHOMA SURETY 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. Dean Dull, Russell E. Dull, Scott Dull and Polly Phillips, individually of CHOCTAW, OK

IN WITNESS WHEREOF, the **OKLAHOMA SURETY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12 day of July, 2010



ATTEST:

SARA ANDERSON

ASSISTANT SECRETARY

OKLAHOMA SURETY COMPANY

TODD BAZATA

VICE PRESIDENT

On this 12 day of July, 2010 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Tulsa, Oklahoma, that s/he is a Vice President of **Oklahoma Surety 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 # 05000936

My Commission expires: 01-26-13

L. FAY JESSEE

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Oklahoma Surety 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, SARA ANDERSON, Assistant Secretary of **Oklahoma Surety 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 24th day of October, 2010



SARA ANDERSON

Assistant Secretary

VOID IF BOX IS EMPTY

MAINTENANCE BOND

Bond No. 87C003348

KNOW ALL MEN BY THESE PRESENTS,

THAT Interstate Construction, Inc. as Principal, hereinafter called Contractor, and The Ohio Casualty Insurance Company as Surety, hereinafter called Surety, are firmly bound unto City of Glenpool as Oblige, hereinafter called Owner, in the penal sum of One Hundred Sixty Eight Thousand Eight Hundred Sixty Two and 50/100 Dollars (\$ 168,862.50) for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement, dated October 25, 2019 entered into a contract with the Owner for Elm Pointe II Subdivision in SE/4 S12 T17N R12E Tulsa County State of OK-Asphalt Streets and Curbs in accordance with General Conditions, the Drawings and Specifications, which contract is by reference incorporated herein, and made part hereof, and is referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship, and pay for any damage to other work resulting therefrom, which shall appear within a period of Two year(s) from the date of acceptance of the work provided for in the Contract, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed defects with reasonable promptness.

SIGNED and sealed this 5th day of November, 2019.

In the presence of:

Interstate Construction, Inc.

Principal

Title

(SEAL)

The Ohio Casualty Insurance Company

Surety

(SEAL)

Attorney-in-Fact

Annissa R. DeJarnett



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8202259 - 974484**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashton Block, Terry Lynn Bowden, Jennifer L. Deatherage, Anissa R. DeJarnett, Megan Guske, Ronald L. Hammond, Corbin L. Jarvis, Jason MacLean, Bridgett McElmurry, Edward J. McGrath, Debbie A. Morris, Heather Odell, Scott Pearson, Michelle Pittman, Kyle R. Rosebure, Wylea J. Sanders, Susan E. Travis, Megan Yochum

all of the city of Oklahoma City state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of September, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of September, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of November, 2019.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co_062018

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

SURVEYOR
RYAN DOUDIGAN
OKLAHOMA SURVEY COMPANY
12509 SO. 71st EAST AVE
BIXBY, OKLAHOMA 74008
PHONE 918-720-6787
C.A. NO. 4717 EXP 6-30-19
EMAIL: OKLAHOMASURVEYCOMPANY.COM



U.S. DISTRICT COURT
SOUTHERN DISTRICT
NEW YORK

1. SANITARY SEWER IN BLOCK 3 WAS INSTALLED DURING THE ELM POINTE PHASE 1 CONSTRUCTION.
2. THE SANITARY SEWER SERVING BLOCK 1 WAS INSTALLED UNDER THE PERMIT FOR GLENN HILLS BLOCKS 1-5.
3. ALL SANITARY SEWER PIPE FOR ELM POINTE PHASE II IS PVC SDR35

B/L	BUILDING LINE
ESMT	EASEMENT
U/E	UTILITY EASEMENT
R.O.W	RIGHT OF WAY
A.O.	ACCESS OPENING
L.N.A.	LIMITS OF NO ACCESS
M.A.E.	MUTUAL ACCESS EASEMENT
D.O.C.#	DOCUMENT NUMBER

BENCHMARK # 1 ELEVATION = 758.28
CUT "X" EAST END OF HEADWALL, S.
SIDE OF 141ST ST. AT S.W. CORNER OF
SUBJECT PROPERTY

THE BASIS OF BEARINGS FOR THE SURVEY SHOWN THEREON IS THE EAST LINE OF THE SE/4 OF THE SE/4 OF SAID SECTION 12, S 01°09'10"E

CHARLES F. HORNADAY
6/25/18

[illegible]

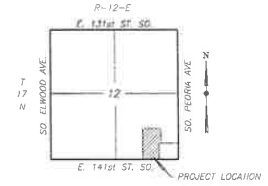
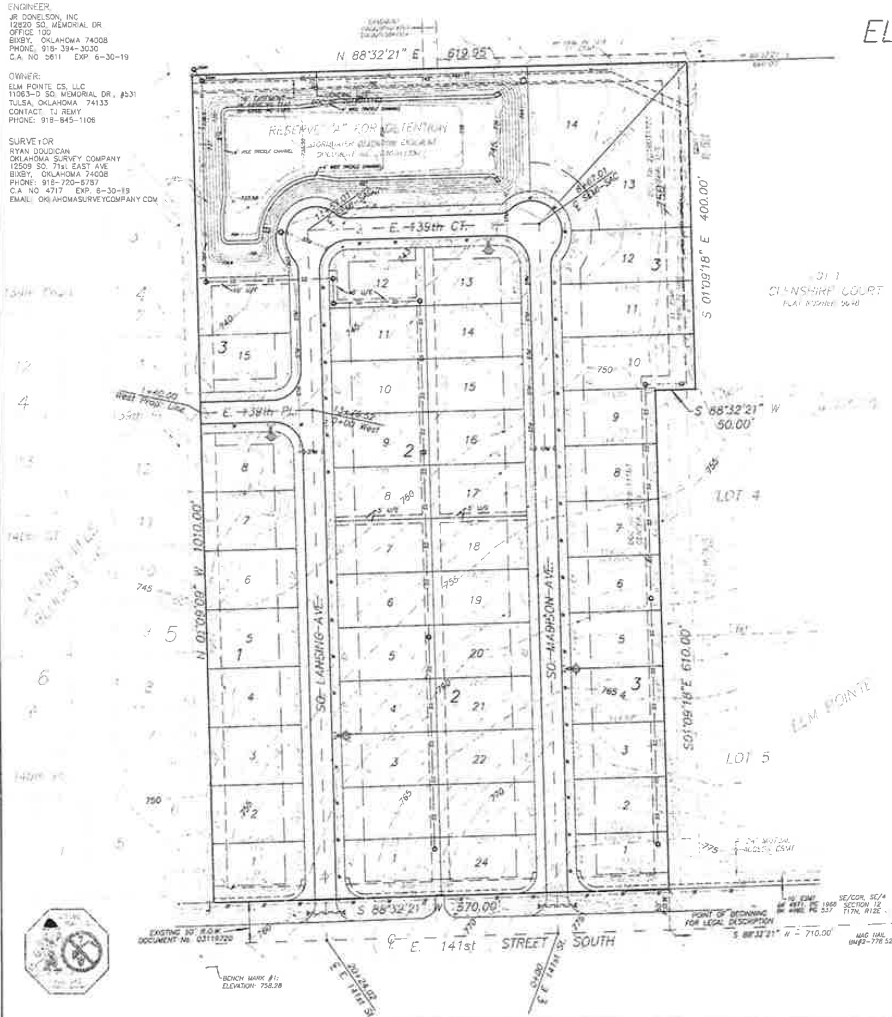


ENGINEER
JR DONELSON, INC.
12800 SO. MEMORIAL DR., #201
TULSA, OKLAHOMA 74133
PHONE: 918-394-3030
C/A NO 3611 EXP. 6-30-19

OWNER:
ELM POINTE CS, LLC
11063-D SO. MEMORIAL DR., #201
TULSA, OKLAHOMA 74133
CONTACT: TJ REMY
PHONE: 918-845-1106

SURVEYOR
RYAN DUDICH
OKLAHOMA SURVEY COMPANY
12800 SO. 7TH EAST AVE.
BIXBY, OKLAHOMA 74008
PHONE: 918-720-8787
C/A NO 4717 EXP. 6-30-19
EMAIL: OKLAHOMASURVEYCOMPANY.COM

ELM POINTE II



LOCATION MAP

- LEGEND
- CENTERLINE
 - U/E UTILITY EASEMENT
 - ESMT EASEMENT
 - B/L BUILDING LINE
 - R/W RIGHT OF WAY LINE
 - SS— SANITARY SEWER
 - W— WATER LINE
 - STM— STORM SEWER
 - 3-MAY FIRE HYD

OKLAHOMA STATE PLANNING COORDINATE SYSTEM, OKLAHOMA NORTH ZONE
HORIZONTAL DATUM: NAD 83
VERTICAL DATUM: NAVD 88

BENCHMARK #1 ELEVATION - 728.38
CUT 1" EAST END OF REARWALL, S
SIDE OF 141ST ST, AT S.W. CORNER OF
SUBJECT PROPERTY.

THE BASIS OF BEARINGS FOR THE SURVEY
SHOWN THEREON IS THE LAST LINE OF THE
S 1/4 OF THE S 1/4 OF SAID SECTION 14,
S 01°09'16"E

RECORD DRAWING

These drawings were prepared by
JR DONELSON, INC. on 11/15/19
for the City of Glenpool, Oklahoma.

ELM POINTE II			
CITY OF GLENPOOL, OK.			
PLANS & ELEVATIONS PREPARED BY			
JR DONELSON, INC.			
DATE	BY	DATE	BY
11/15/19	JR DONELSON	11/15/19	JR DONELSON
PROJECT NO.		PROJECT NO.	
SHEET NO.		SHEET NO.	
DATE OF MEET.		DATE OF MEET.	
SCALE		SCALE	
HORIZONTAL		HORIZONTAL	
VERTICAL		VERTICAL	
ELEVATION		ELEVATION	
CITY ENGINEER		CITY ENGINEER	
DATE		DATE	
11/15/2019		11/15/2019	
11/15/2019		11/15/2019	



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

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

**RE: ACCEPTANCE OF PUBLIC INFRASTRUCTURE IMPROVEMENTS
SERVING: 'THE PINES' ADDITION – PUD NO. 37**

DATE: DECEMBER 02, 2019

Background:

This is a request for Council consideration, approval, and possible action regarding the acceptance for ownership and maintenance of certain public infrastructure improvements installed to serve 'The Pines' Addition (PUD No.37) located along and north of South 141st Street - approximately ¼ mile west of Elwood Avenue at Ironwood Place per the attached subdivision plat and construction drawings. Specifically, these public improvements include:

- The installation of improvements associated with the public paving constructed to provide public access from 141st Street and via internal streets.
- Certain public storm sewer collection and conveyance system and drainage improvements associated with access and internal public streets.
- Certain 6" ID public water main extensions providing domestic water and fire protection service to the Addition.
- Certain public 8" ID sanitary sewer main extensions providing sewer service at various locations throughout the Addition.

The Community Development Department Staff inspected these improvements during construction and has received and approved all required testing for conformance to City standard criteria. The improvements listed above have been covered by required Maintenance Bonds per the attached copies. The bonded amounts for each improvement system have been issued based on an Engineer's Statement of Cost submitted to Staff by the Project Engineer. Record (As-Built) drawings covering the installation of the listed public improvements have been received and approved by Staff as required prior to acceptance of the improvements by the City Council.

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

Staff Recommendation:

At this time, Staff recommends approval and acceptance of the public improvements described herein serving 'The Pines' Addition – PUD No. 37

Attachments:

- A. Public Improvement Systems & Location Maps
- B. Maintenance Bonds

IRA M. GREEN CONSTRUCTION				
P. O. BOX 813				
CLAREMORE, OK 74018				
918-342-0840				
Owner:				
Citadel Residential Group, LLC				
9748 East 55th Place				
Tulsa, OK 74146				
Bond amounts				
Project:				
The Pines - Glenpool				
West 141st St South & South Elwood Ave				
Glenpool, OK				
Sanitary Sewer System		Quantity	Unit	Amount
8" SDR 35		2103	LF \$	\$ 58,884.00
4' Manhole (6' or Less)		13	EA \$	\$ 36,400.00
Lamphole		3	EA \$	\$ 2,250.00
Service Connection & Riser on New Line		29	EA \$	\$ 5,220.00
Service Connection		2	EA \$	\$ 4,000.00
Total Proposed Sanitary Sewer				\$ 106,754.00
				One Year
Storm Sewer		Quantity	Unit	Amount
24" RCP		81	LF \$	\$ 4,131.00
18" RCP		430	LF \$	\$ 19,350.00
New Flume to Match Existing		28	LF \$	\$ 1,344.00
4' Manhole		1	EA \$	\$ 2,500.00
Type 2 Area Inlet		1	EA \$	\$ 4,500.00
24" Headwall		2	EA \$	\$ 4,800.00
Double 24" Headwall		1	EA \$	\$ 4,500.00
Trickle Channel		350	LF \$	\$ 16,800.00
Outflow Structure		1	EA \$	\$ 12,500.00
12" Rip Rap		30	SY \$	\$ 2,250.00
Total Proposed Storm Sewer				\$ 72,675.00
				One Year
Water Supply System		Quantity	Unit	Amount
6" C-900		2155	LF \$	\$ 46,979.00
6" HDPE DR-11		60	LF \$	\$ 2,100.00
6" 45° Bend		10	EA \$	\$ 2,500.00
6" 90° Bend		1	EA \$	\$ 300.00
6" 22.5° Bend		4	EA \$	\$ 1,000.00
6" x 6" x 6" Tee		3	EA \$	\$ 960.00
6" Gate Valve		5	EA \$	\$ 4,250.00
Air Relief Valve		1	EA \$	\$ 2,200.00
12" X 6" Tapping Sleeved Valve		1	EA \$	\$ 5,500.00
3 Way Fire Hydrant		2	EA \$	\$ 6,200.00
Blow Off Hydrant		2	EA \$	\$ 3,400.00
Bore 14" Conduit		50	LF \$	\$ 12,500.00
Total Proposed Water Supply System				\$ 87,889.00
				One Year
Paving System		Quantity	Unit	Amount
6" Barrier Curb & Gutter		4044	LF \$	\$ 56,616.00
6" Asphalt		5689	SY \$	\$ 146,491.75
Lime Treated Subgrade		7098	SY \$	\$ 24,843.00
DGD		3	EA \$	\$ 12,000.00
SGD		2	EA \$	\$ 6,600.00
Total Proposed Paving				\$ 246,550.75
				Two Year

**MAINTENANCE
BOND**

BOND NO. 2294833

 **Swiss Re**
Corporate Solutions
1450 American Lane, Suite 1100
Schaumburg, IL 60173

KNOW ALL MEN BY THESE PRESENTS;

That We, Ira M. Green Construction Company

17211 S. 4170 Road, Claremore, OK 74017

(hereinafter called the "Principal"), as Principal, and North American Specialty Insurance Company

a corporation duly licensed to transact business in the State of Oklahoma,

(hereinafter called the "Surety"), as Surety, are held and firmly bound unto City of Glenpool

12205 S. Yukon Ave., Glenpool, OK 74033

(hereinafter called the "Obligee"), in the sum of

Two hundred forty-six thousand, five hundred fifty dollars & 75/100----- Dollars (\$ 246,550.75),

for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 15th date of October, 2019.

WHEREAS, the said Principal has heretofore entered into a contract with said Obligee dated 15th day of October, 2019 for:

Paving System to Serve The Pines - Glenpool. OK

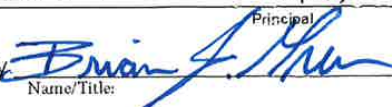
WHEREAS, the said Principal is required to guarantee the work installed under said contract, against defects in materials or workmanship which may occur within a period of two (2) year from and after acceptance of said project by owner.

In no event shall losses paid under this bond aggregate more than the amount of this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that said Principal shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make good at its own expense any and all defects in materials or workmanship in the said work which may develop during the period specified above or shall pay over, make good and reimburse to the said obligee all losses sustained by reason of failure or default of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

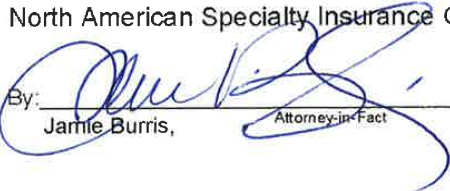
Ira M. Green Construction Company

Principal

By: 

Name/Title:

North American Specialty Insurance Company

By: 

Jamie Burris,

Attorney-in-Fact

4
SWISS RE CORPORATE SOLUTIONS

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY**

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIE BURRIS,
SHILLER SAMSEL, MARK D. NOWELL, CATHY COMBS, VICKI WILSON, AUSTIN K. GREENHAW, CLAYTON HOWE L., CAREY L. KENNEMER, RANDY D. WEBB, AARON WOOLSEY and GARY L. HES

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By 
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of JULY, 2019.

**North American Specialty Insurance Company
Washington International Insurance Company**

State of Illinois ss:
County of Cook

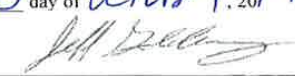
On this 11th day of JULY, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of October, 2019.


Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



Swiss Re
Corporate Solutions

1450 American Lane, Suite 1100
Schaumburg, IL 60173

**MAINTENANCE
BOND**

BOND NO. 2294832

KNOW ALL MEN BY THESE PRESENTS;

That We, Ira M. Green Construction Company

17211 S. 4170 Road, Claremore, OK 74017

(hereinafter called the "Principal"), as Principal, and North American Specialty Insurance Company

a corporation duly licensed to transact business in the State of Oklahoma,

(hereinafter called the "Surety"), as Surety, are held and firmly bound unto City of Glenpool

12205 S. Yukon Ave., Glenpool, OK 74033

(hereinafter called the "Obligee"), in the sum of

Two hundred sixty-seven thousand, three hundred eighteen dollars & no/100--- Dollars (\$ 267,318.00),

for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 15th date of October, 2019.

WHEREAS, the said Principal has heretofore entered into a contract with said Obligee dated 15th day of October, 2019 for:

Sanitary Sewer System, Storm Sewer and Water Supply System to Serve The Pines - Glenpool, OK

WHEREAS, the said Principal is required to guarantee the work installed under said contract, against defects in materials or workmanship which may occur within a period of one (1) year from and after acceptance of said project by owner.

In no event shall losses paid under this bond aggregate more than the amount of this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that said Principal shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make good at its own expense any and all defects in materials or workmanship in the said work which may develop during the period specified above or shall pay over, make good and reimburse to the said obligee all losses sustained by reason of failure or default of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

Ira M. Green Construction Company

By: Brian S. Green
Name/Title: Principal

North American Specialty Insurance Company

By: Jamie Burris
Name/Title: Attorney-in-Fact

BND 251S REV (09/01)

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIE BURRIS,
SHILLI R. SAMSET, MARK D. NOWELL, CATHY COMBS, VICKI WILSON, AUSTIN K. GREENHAW, CLAYTON HOWELL, CAREY L. KENNEMER, RANDY D. WEBB, AARON WOODSEY and GARY LUTTS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By

Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of JULY, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook SS:

On this 11th day of JULY, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of October, 2019.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

**North American Specialty Insurance Group
475 N. Martingale Rd., Suite 850
Schaumburg, IL 60173**

Rider

Rider to be attached to and form part of Bond No: 2294833 executed by:

North American Specialty Insurance Company

It is hereby agreed that: the

The description of this Maintenance bond is amended to read:

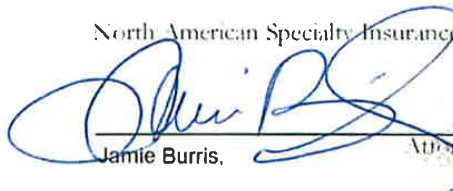
"the Paving System, including curb inlets, to Serve The Pines" in lieu of Paving System to Serve The Pines.

Nothing herein contained shall vary, alter, extend any of the terms and conditions of the attached bond and the attached bond as amended by this rider except as noted above, and it is expressly understood and agreed that the liability of the attached bond as amended by this rider shall not be cumulative.

This rider is effective on 15th day of October, 2019

Signed, sealed and dated this 30th day of October, 2019

North American Specialty Insurance Company



Jamie Burris, Attorney in Fact

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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SHEETZ SAMUEL, MARK D. SOWTE, CATHY COMBS, VICKI WILSON, ALISON GILCHRIST, JAYLEEN HOWE, CAREN L. KENNEDY, RANDY D. WEIR, XARON WOODSON, and JESSIE THES

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

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FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By 
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of JULY, 2019

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook 882

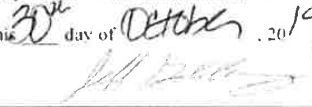
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M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of October, 2019


Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

**North American Specialty Insurance Group
475 N. Martingale Rd., Suite 850
Schaumburg, IL 60173**

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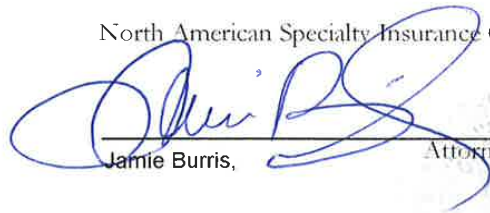
"the Paving System, including curb inlets, to Serve The Pines" in lieu of Paving System to Serve The Pines.

Nothing herein contained shall vary, alter, extend any of the terms and conditions of the attached bond and the attached bond as amended by this rider except as noted above, and it is expressly understood and agreed that the liability of the attached bond as amended by this rider shall not be cumulative.

This rider is effective on 15th day of October, 2019

Signed, sealed and dated this 30th day of October, 2019

North American Specialty Insurance Company



Jamie Burris, Attorney in Fact

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By 
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

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North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook SS:

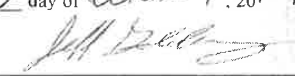
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Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

WATER PLANS

THE PINES

AN ADDITION TO THE CITY OF GLENPOOL
A TRACT OF LAND IN SECTION 11, T-17-N, R-12-E,
TULSA COUNTY, STATE OF OKLAHOMA

OWNER/DEVELOPER:
CITADEL RESIDENTIAL GROUP, LLC
9748 East 55th Place
Tulsa, Oklahoma - 74146
Phone: (918) 461-8083

ENGINEER/SURVEYOR
Tuttle & Associates, Inc.
9714 East 55th Place South
Tulsa, Oklahoma - 74146
Phone: (918) 663-5567
CERTIFICATE OF AUTHORITY CA 465
EXPIRATION 6-30-19
tuttle-associates@scglobal.net



INDEX	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	WATER PLAN
3	WATER PROFILES
4,5	WATER DETAILS

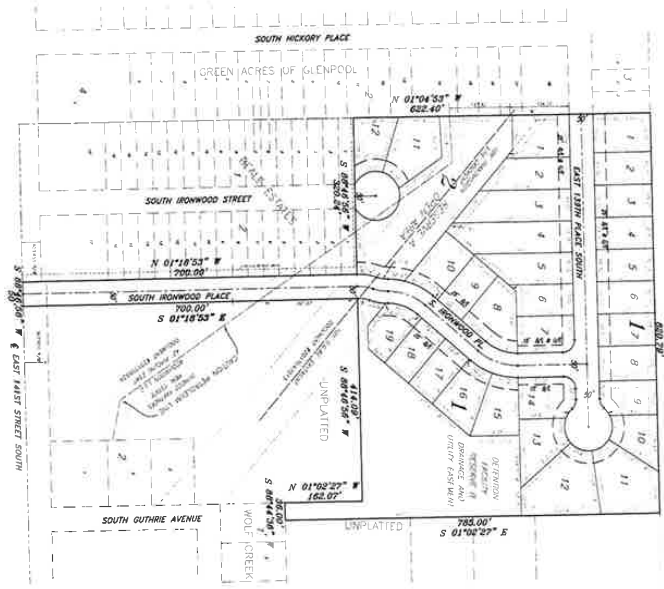


John Tuttle
10-07-18
ARTIFICIAL
TITLES
COMET

RECORD DRAWINGS 10-21-19

THE PINES
WATER TITLE SHEET
CITY OF GLENPOOL, OKLAHOMA
TUTTLE AND ASSOCIATES, INC.
9714 EAST 55TH PLACE
TULSA, OKLAHOMA 74146

BY	DATE	PLAN SCALE	OKAYED	DATE	APPROVED
			DRAWN	BY	
			OFFICE ENGINEER		
			CHECKED	DATE	
			NONCONFORMING	RECOMMENDED	DIRECTOR
			RECOMMENDED		
			ENGINEERING DIRECTOR	DATE	
			ATLAS PAGE NO.		



LEGEND
N NORTH
S SOUTH
E EAST
W WEST
BL BUILDING LINE
U/E UTILITY EASEMENT
L.N.A. UNITS OF NO ACCESS
(unplatted)



COMMUNITY CABLEVISION - 366-3019
OKLAHOMA GAS & ELECTRIC - 1-800-333-5277
OKLAHOMA NATURAL GAS CO - 1-800-335-5701
SW BELL - 800-464-7829

OWNER/DEVELOPER:
CITADEL RESIDENTIAL GROUP, LLC
9748 East 55th Place
Tulsa, Oklahoma - 74146
Phone: (918) 461-8083

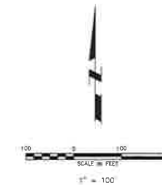
ENGINEER/SURVEYOR
Tuttle & Associates, Inc.

9714 East 55th Place South
Tulsa, Oklahoma - 74146
Phone: (918) 663-5567
CERTIFICATE OF AUTHORITY CA 465
EXPIRATION 6-30-21
tuttle-associates@sbcglobal.net



SANITARY SEWER PLANS FOR THE PINES

AN ADDITION TO THE CITY OF GLENPOOL
A TRACT OF LAND IN SECTION 11, T-17-N, R-12-E,
TULSA COUNTY, STATE OF OKLAHOMA
P.U.D. 37



SHEET INDEX

- 1 TITLE SHEET
- 2 SANITARY SEWER PLAN
- 3-4 SANITARY SEWER PROFILE
- 5-10 SANITARY SEWER DETAILS

LEGEND

- N NORTH
- S SOUTH
- E EAST
- W WEST
- B.L. BUILDING LINE
- U/L UTILITY EASEMENT
- L.V.A. LIMIT OF NO ACCESS
- P.O.B. POINT OF BEGINNING
- O.P.F. IRON PIN FOUND
- R.P. SET IRON PIN SET
- STREET ADDRESS

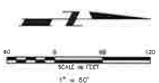
Jeffrey Tuttle
10-07-18



RECORD DRAWINGS 10-21-19

THE PINES
SANITARY SEWER PLAN
TITLE SHEET
CITY OF GLENPOOL, OKLAHOMA
TUTTLE AND ASSOCIATES, INC.
9714 EAST 55TH PLACE
TULSA, OKLAHOMA 74146

REVISION	BY	DATE	DESCRIPTION	APPROVED



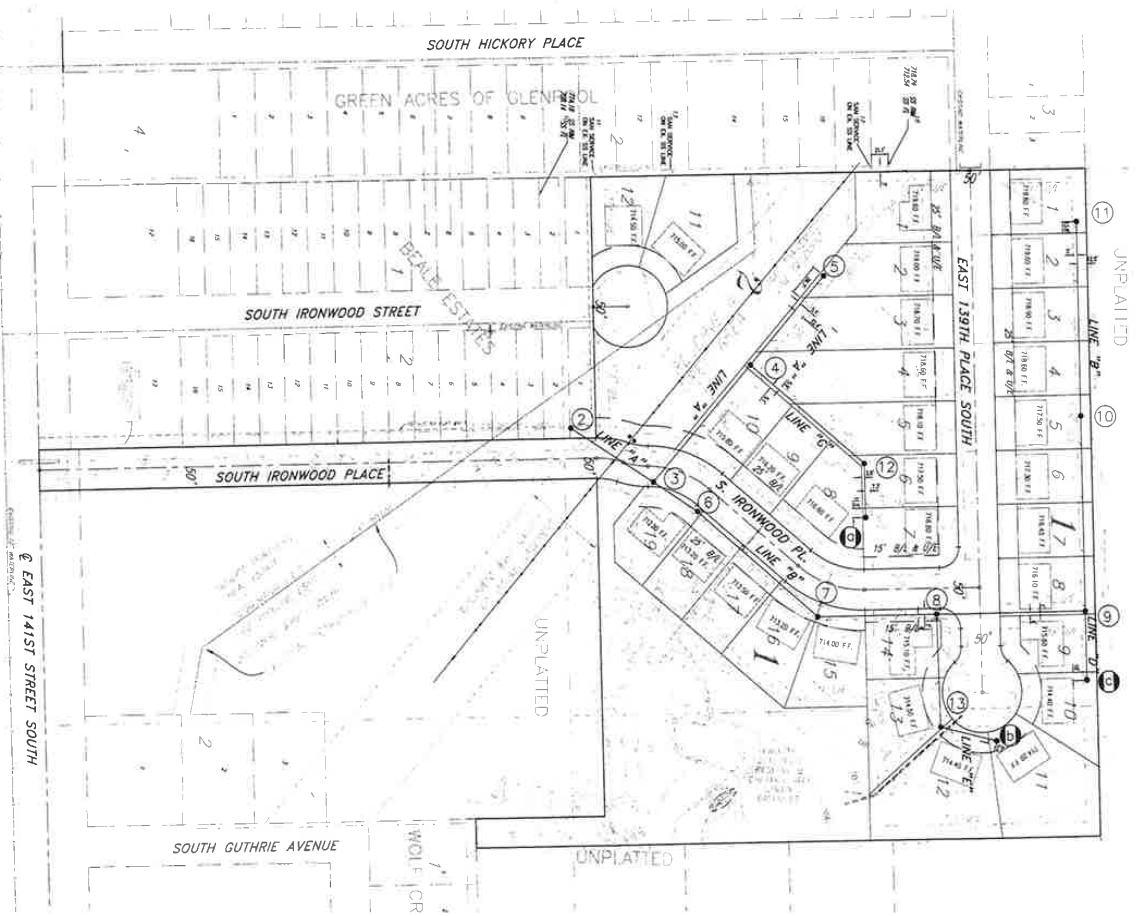
RECORD DRAWINGS 10-21-19

THE PINES
SANITARY SEWER PLAN
CITY OF GLENPOOL, OKLAHOMA
TUTTLE AND ASSOCIATES, INC.
9714 EAST 55TH PLACE
TULSA, OKLAHOMA 74146

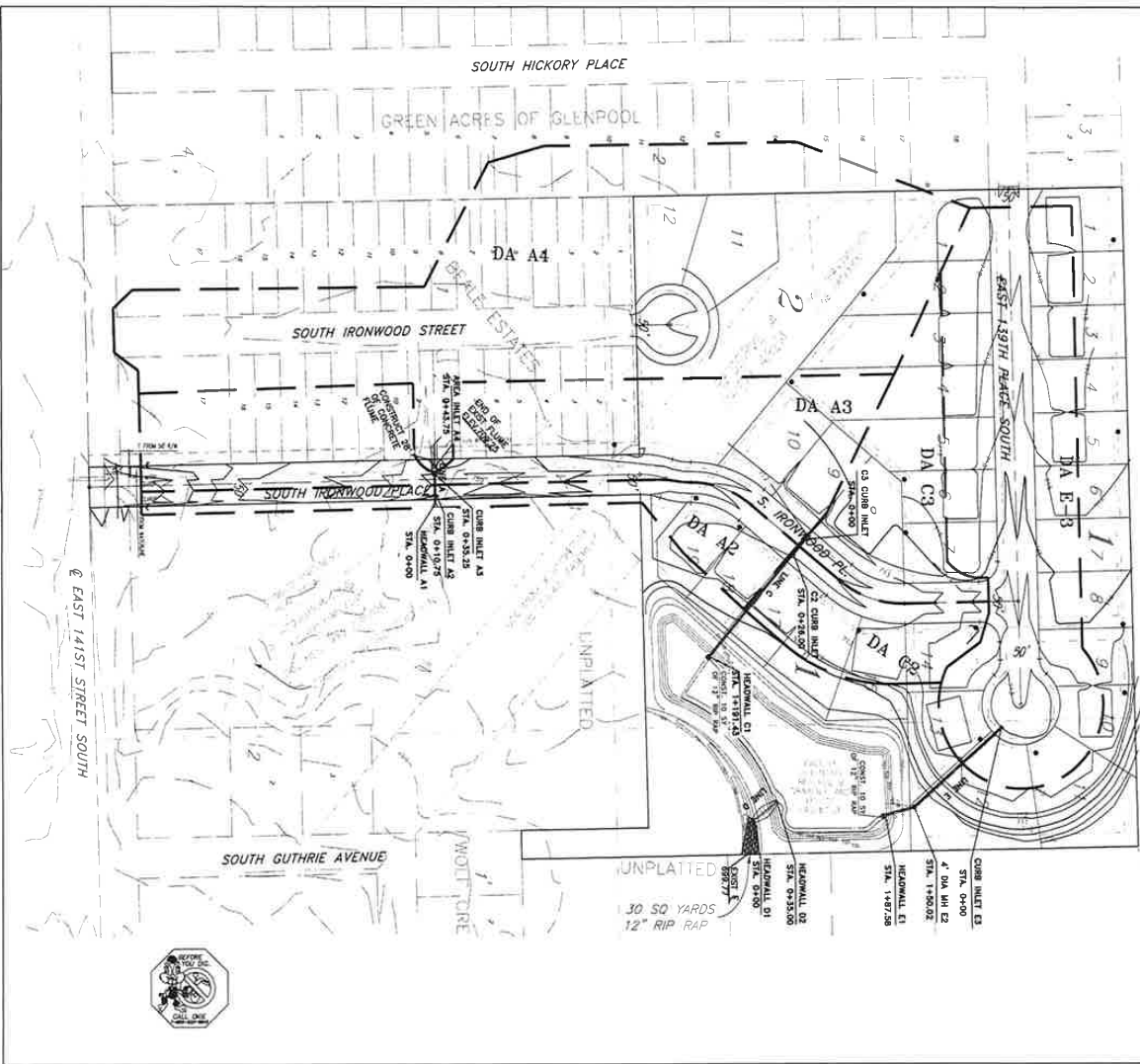


Shane Tuttle
10-07-18

REVISION	BY	DATE	REASON	DATE	APPROVED
REVISION 1	ST	10-21-19	ISSUED	ST	
REVISION 2	ST	10-21-19	ISSUED	ST	
			DESIGNED		
			CHECKED		
			APPROVED		
			NOTED		
			PLANNING DIRECTOR		
					CITY ENGINEER (STAFF)







UNPLATTED

DRAINAGE SUMMARY CHART

THE PILES

DRAINAGE AREA BASIN	INLET NO.	DRAINAGE AREA (AC)	C	REACH GRASS (ft)	REACH PAVING (ft)	SLOPE GRASS (%)	SLOPE PAVING (%)	Velocity (ft/sec)	Velocity (mph)	Time (minutes)	1100 (in./hr.)	Q100 (cfs)
A4	A1	3.21	0.45	274.00	525.00	0.50	0.50	1.2	1.40	10.06	9.8	20.63
A2	B2	0.90	0.45	702.00	411.00	1.00	1.00	0.7	2.50	5.17	10.5	3.76
A3	B3	2.75	0.45	240.00	411.00	2.00	1.00	1.1	2.50	8.38	10.0	12.98
C3	C2	0.88	0.45	58.00	187.00	1.00	3.00	0.7	3.00	3.43	11.6	3.27
C3	C3	3.96	0.45	412.00	187.00	0.50	3.20	1.6	3.00	5.50	10.5	4.34
B3	C3	2.70	0.45	80.00	714.00	1.50	1.40	0.7	2.40	9.96	9.8	11.81

JEFFREY
ARTELIN
LICENSE
12607
STATE OF OKLAHOMA

RECORD DRAWINGS 10-21-19

THE PINES
DRAINAGE PLAN

CITY OF GLENPOOL, OKLAHOMA

ROYAL AND ASSOCIATES, INC.
9714 EAST 55TH PLACE
TULSA, OKLAHOMA 74146

DATE: 07-11-18

NO.	DATE	BY	CHKD	APP'D	REVISION



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: ACCEPTANCE OF GENERAL UTILITY EASEMENT DEDICATION

DATE: DECEMBER 2, 2019

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a General Utility Easement dedication covering a certain tract of land located along the south side of East 131st Street South and being contiguous with the east boundary line of Glen Park Addition as illustrated on the attached documents. This easement is being dedicated to the public to provide for the installation of a new entry drive to facilitate improved equipment access to and from the Oak Street sanitary sewer liftstation. The proposed new liftstation access and site entry will be in conjunction with of the Oak Street Liftstation station rehabilitation project previously approved for this facility. The new and improved method of access to the facility will include the installation of a gate system incorporated into the existing perimeter fence at the facility, as well as the construction of a new gravel access drive from 131st Street. The acceptance of this easement dedication will provide for legal access to the facility across private property owned by the adjacent landowner (Charles B. Emde) as illustrated on the attached site plan.

Staff Recommendation:

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

Attachments:

- A. General Utility Easement Dedication and Supporting Documents

GENERAL UTILITY EASEMENT

That the undersigned, Charles B. Emde (Grantor), as the owner of the legal and equitable title of the following described real estate (Property), for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable considerations, the receipt of which is acknowledged, does hereby grant and convey to the City of Glenpool, a Municipal Corporation (GRANTEE), an easement through, over, and across the following described Property:

The West 30.00 Feet of the North 59.00 Feet of the West Half of the West Half of the Northeast Quarter of the Northwest Quarter (W/2 W/2 NE/4 NW/4) of Section Twelve (12, Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, Oklahoma.

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

The Grantee and Franchise Utility service providers are hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid and Grantor, for itself and its heirs, administrators, successors, and assigns, covenants and agrees that no building, structure, fence, wall, or other above ground obstruction will be placed, erected, installed, or permitted upon the above described real estate; and further covenants and agrees that, in the event the terms of this paragraph are violated by the Grantor or other persons in privity with it, such violation will promptly be corrected and eliminated upon receipt of notice from the Grantee or Franchise Utility supplier, or the Grantee or Franchise Utility supplier shall have right to remove or otherwise eliminate such violation, and Grantor, its heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

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

Dated this 25TH day of November, 2019.

By: Charles B. Emde (Grantor)

Name: Charles B. Emde

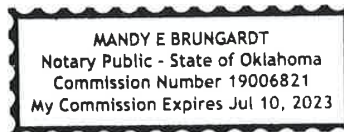
[illegible]

Before me, the undersigned, a Notary Public, in and for said County and State on this the 25th day of November, 2019, personally appeared Charles B. Emde to me known to be the identical person who subscribed as the maker to the foregoing as Owner (Grantee) and acknowledge to me that he executed the same as their his free will and voluntary act and deed for the uses and purposes there in set forth.

Name: Mandy E Brungardt
Notary Public 19006821

My Commission Expires:

July, 10, 2023



ACCEPTED BY:

CITY of GLENPOOL
A Municipal Corporation

Dated this: 2nd, day of December, 2019

By: _____
Mayor: Tim Fox

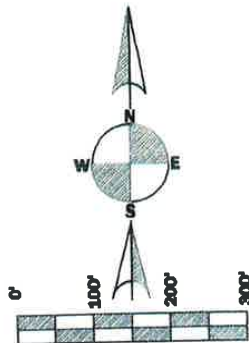
ATTEST:

Wendy Knight
City Clerk

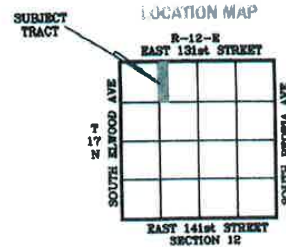
APPROVED AS TO FORM:

Lowell Peterson
City Attorney

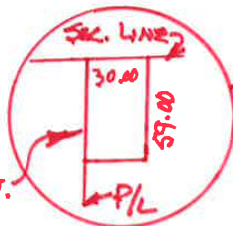
PLAT OF SURVEY



- IRON PIN FOUND
 - G.O. WITH BRUSH FLAG SET FOR FENCE
 - FENCE --- () ---
 - EASEMENT LINE
 - POWER LINE
 - GAS LINE
- (ALL FACILITIES IN LEGEND MAY NOT APPEAR ON PLAT)



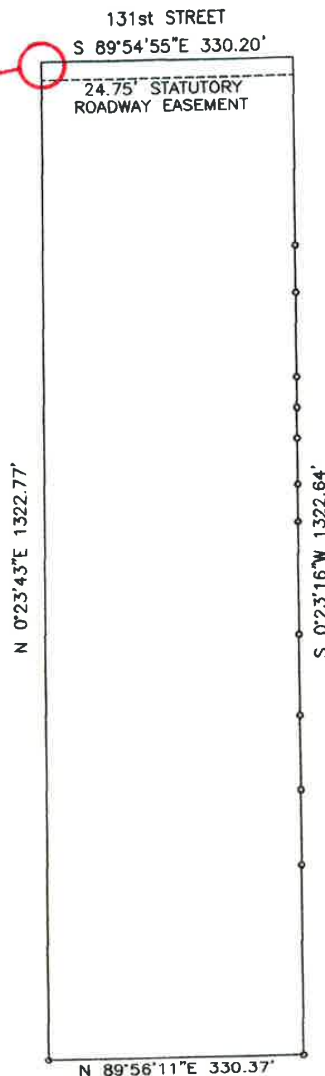
36' x 59' UTIL. ESMT.



PREPARED FOR :

MR CHARLES EMDE
138 EAST 131st STREET
JENKS, OKLAHOMA 74037
918 825 6062 918 840 3575

NOTE : STAKES SET ON EAST LINE FOR
FENCE AS SHOWN HEREON.



BASIS OF BEARINGS : THE NORTH LINE OF THE
NORTHWEST QUARTER OF SECTION 12, T-17-N,
R-12-E BEING S 89°54'55"E

DESCRIPTION

THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (W/2 W/2 NE/4 NW/4) OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, WITNESS MY HAND AND SEAL

JACK D. RAMSEY R.L.S. 387

10/06/2012



RAMSEY SURVEYING SERVICE
P.O. BOX 366 BIXBY, OKLAHOMA 74008
918 366 4520 FAX 918 366 4529
OKLAHOMA CERTIFICATE OF AUTHORIZATION
NUMBER 2112 EXPIRES JUNE 30, 2013
ramsey@ramsey4590@yahoo.com

Tulsa County Clerk - EARLENE WILSON
Doc# 01083987 Pages 1 B/P 6570/1610-1610
Receipt # 526831 07/30/01 15:51:32
Fee 13.00 Stamps 489.75



STATE OF OKLAHOMA, TULSA
COUNTY, DOCUMENTARY 489.75
STAMPS: \$

D.S. \$ 489.75 ✓ General Warranty Deed
(Oklahoma Statutory Form)

THIS INDENTURE, Made this 30 day of July, 2001, between Michael J. Hightower and Susan Jones Hightower, husband and wife, party of the first part, hereinafter called party grantor (whether one or more) and Charles B. Emde, a single person party of the second part, party grantee.

WITNESSETH: That in consideration of the sum of Ten and no/100---(\$10.00)----- Dollars, receipt of which is hereby acknowledged, said party grantor does, by these presents, grant, bargain, sell and convey unto said party grantee, his heirs and assigns, all of the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

The West Half of the West Half of the Northeast Quarter of the Northwest Quarter (W/2 W/2 NE/4 NW/4) of Section Twelve (12), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base Meridian, Tulsa County

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party grantor, his heirs, executors and administrators does hereby covenant, promise and agree to and with said party grantee, at the delivery of these presents, that lawfully seized in his own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free clear, and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind, EXCEPT; Easements and building restrictions of record and special assessments not yet due;

And that party grantor(s) will WARRANT AND FOREVER DEFEND the same unto the said party grantee, his heirs and assigns, against said party grantor(s), his heirs or assigns and all and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party grantor, has hereunto set his hand(s) the day and year above written.

Michael J. Hightower
Michael J. Hightower

Susan Jones Hightower
Susan Jones Hightower



STATE OF Oklahoma)
COUNTY OF Tulsa) ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30 day of July, 2001, personally appeared Michael J. Hightower and Susan Jones Hightower, husband and wife to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

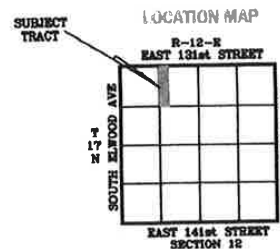
6570 1610

Mailing address: 138 East 131st Street South Jenks, Okla.

- IRON PIN FOUND
- GOLF WITH BRUSH FLAG SET FOR FENCE

EASEMENT LINE
POWER LINE
GAS LINE

(ALL FACILITIES IN LEGEND MAY NOT APPEAR ON PLAT)



131st STREET
S 89°54'55"E 330.20'

24.75' STATUTORY
ROADWAY EASEMENT

PREPARED FOR :

MR CHARLES EMDE
138 EAST 131st STREET
JENKS, OKLAHOMA 74037
918 825 6062 918 640 3575

NOTE : STAKES SET ON EAST LINE FOR
FENCE AS SHOWN HEREON.

BASIS OF BEARINGS : THE NORTH LINE OF THE
NORTHWEST QUARTER OF SECTION 12, T-17-N,
R-12-E BEING S 89°54'55"E

DESCRIPTION

DESCRIPTION N 89°56'11"E 330.37'

THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (W/2 W/2 NE/4 NW/4) OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

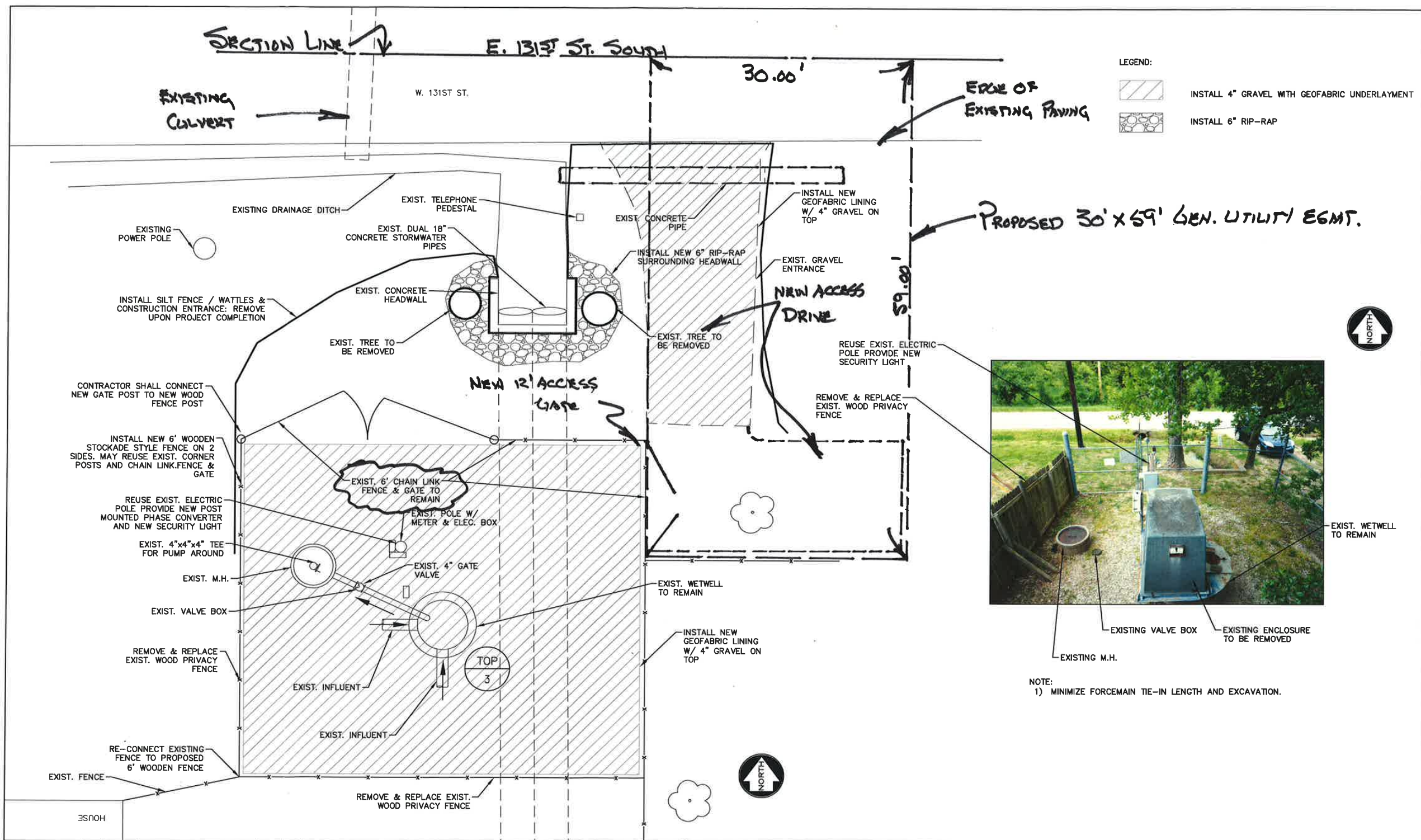
THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, WITNESS MY HAND AND SEAL

JACK D. RAMSEY R.L.S. 387

10/06/2012



RAMSEY SURVEYING SERVICE
P.O. BOX 366 BIXBY, OKLAHOMA 74008
918 366 4520 FAX 918 366 4529
OKLAHOMA CERTIFICATE OF AUTHORIZATION
NUMBER 2112 EXPIRES JUNE 30,2013
ramsey@ramseyok.com



D:\PROJECTS\GLENPOOL-03-001\CAO LIFT STATION.DWG	DATE: 5/16/2019
LAYOUT: SITE PLAN	BY: DEBORAH
XREF DWG1: NONE	XREF DWG2: NONE
XREF DWG3: NONE	XREF DWG4: NONE

Designed By: <u>DLC</u>	7				
Drawn By: <u>JSQ</u>	6				
Checked By: <u>DLC</u>	5				
Issue Date: <u>###</u>	4				
	3				
	2				
	1				
REV.	DATE	REVISIONS	BY	APP'D	



Midwest
ENGINEERING GROUP, LLC

7436 1000 Rd Fredonia, KS 66736
TEL: 918.264.9405

CITY OF GLENPOOL "OAK STREET" SANITARY SEWER LIFT STATION UPGRADES
LIFT STATION - SITE PLAN

NOTES:
1) MINIMIZE FORCEMAIN TIE-IN LENGTH AND EXCAVATION.

PROJECT NO. 2019-GLENPOOL-03-001
SHEET NO. 2



To: Mayor and Council

From: David Tillotson, City Manager

A handwritten signature in blue ink, appearing to be "DT", is written over the name "David Tillotson".

Date: November 25, 2019

Re: ICSC RECON

Background:

The City has attended the ICSC RECON conference for the past several years. This event has allowed us to visit with specific retailers, developers and brokers to increase our economic development prospects. The event next year is being held May 17-19, 2020. The early bird registration rate would save us \$50.00 per registration over the advance rate, but it expires December 13th. This item is on the agenda to allow Council to determine which, if any, Council members will be attending the conference. Costs for the conference are \$630 per person prior to December 13th for registration plus hotel and meals.

Staff Recommendation:

Staff is not making a recommendation on this item.

Attachments:

- None



To: Mayor and Council

From: David Tillotson, City Manager 

Date: November 25, 2019

Re: 121st Widening Project

Background:

Tulsa County has scheduled a public hearing for Tuesday, December 10th at 6:30 here in the Conference Center on the proposed plans for the 121st Street Widening Project. Staff sat down with the County and its engineering company on November 14th to view the latest proposal that they would be presenting to the public. We had a good conversation with the County and shared a few concerns. The purpose of this agenda item is to bring the Council up to date on the County's proposal, discuss Staff's concerns, and hear feedback from the Council on any concerns or questions you may have. There is no action scheduled for this item.

Staff Recommendation:

Discussion Item Only

Attachments:

- None



To: Mayor and Council

From: David Tillotson, City Manager 

Date: November 25, 2019

Re: Economic Development Update

Background:

I have asked both Rickey Hayes and Mandy Vavrinak to share their perceptions of both the Glenpool market and the broader retail market. They will be providing some statistics and insights that will help us strategize our growth objectives for next year.

Staff Recommendation:

Discussion Item Only

Attachments:

- None



To: Honorable Mayor Timothy Fox and Members of the City Council
CC: David Tillotson, City Manager
Susan White, Asst. City Manager
From: Lowell Peterson, City Attorney
Date: December 2, 2019
Subject: Executive Session for the purpose of discussing a matter pertaining to economic development (25 .O.S. § 307(C) 10.)

As the Council is aware, the City has been contacted by, and has had some preliminary discussions with, the developers of a business that, if the developers should decide to locate in Glenpool, would be a substantial benefit to the residents of our City. It would provide much needed services and be a significant source of sales tax revenue as well as enhanced ad valorem taxation for the Glenpool Public School District and other County-wide beneficiaries. However, public disclosure of the name or nature of the business would be very likely to jeopardize its success and would discourage such favorable decision.

I regret that my absence from the City on today's date makes it impossible for me to attend in person and serve as recording secretary for the purpose of taking minutes. But I have discussed the matter extensively with David. I am convinced that it is legally appropriate to convene an executive session and that David is well apprised of the prohibitions against taking any official action while in executive session or discussing any matter other than that for which the executive session is convened. Susan is more than capable of taking comprehensive minutes which she will transmit to me for safe-keeping upon my return to the office.

I hope this is helpful and gives you the assurance that your actions will be in full compliance with the letter and intent of the Oklahoma Open Meeting Act.

You may feel free to contact me during my absence at either of my email (lpeterson@cityofglenpool.com) or cell phone (918-805-4090).

As always, I look forward to seeing you soon.