



**NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
REGULAR MEETING**

A Regular Session of the Glenpool Utility Service Authority will be held at 6:00 p.m. June 3, 2024, immediately following the Glenpool City Council Meeting at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

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

Join Zoom Meeting

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

Meeting ID: 897 5355 5435

Passcode: 974088

One tap mobile

+13462487799, US (Houston)

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Meeting ID: 897 5355 5435

Passcode: 974088

Find your local number: <https://us02web.zoom.us/u/kdrY6w7ABX>

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

- Speakers attending in **PERSON** are required to complete the Request to Speak form located on the agenda table and return to the City Clerk **PRIOR TO THE CALL TO ORDER**.
- Speakers attending via **ZOOM** are required to complete the Request to Speak form located on our website: <https://glenpoolonline.civicweb.net/document/19057/Request%20to%20Speak%20Form.pdf> and email it to the City Clerk: lasmith@cityofglenpool.com **PRIOR TO 6:00 PM, JUNE 3, 2024.**

AGENDA

Page

- A) **Call to Order - Joyce G. Calvert, Chair**
- B) **Roll Call, Declaration of Quorum – Lesli Smith, Secretary; Joyce G. Calvert, Chair**
- C) **Management Report**
- D) **Trustee Comments**
- E) **Public Comments**
- F) **Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the GUSA Board to be routine and will be enacted by one motion. Any Trustee may, however, remove an item from the Consent Agenda by request. A motion to adopt the consent Agenda is non-debatable.)**

- | | | |
|----|---|-----------|
| 1) | Approval of Minutes from May 6, 2024, meeting.
GUSA - 06 May 2024 - Minutes - Pdf | 4 - 135 |
| 2) | Approval of the FY24-25 Property, General Liability and Workers' Compensation insurance renewals from Oklahoma Municipal Assurance Group.
FY25 OMAG Insurance Renewals Staff Report 06-03-24
OMAG Renewal Invoices GENERAL LIAB WC | 136 - 139 |
| 3) | Approve Resolution 2024007, a resolution authorizing the City of Glenpool and the Glenpool Utility Services Authority to renew that certain security agreement by and between the City of Glenpool and the Glenpool Utility Services Authority with respect to the issuance of the Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2019, dated as of September 1, 2019.
Staff Report - Resolution to Renew Security Agreement | 140 - 141 |
| 4) | Approval of the Engagement Letter from Crawford & Associates, P.C. to perform monthly financial accounting services, as needed, for Fiscal Year 2024-2025.
FY25 Monthly Acct Service CRAWFORD ASSOC Engagement Letter Staff Report 06-03-24
FY25 Monthly Acct Service CRAWFORD ASSOC. Engagement Letter | 142 - 145 |
| 5) | Approval of the Engagement Letter from Crawford & Associates, P.C. to prepare the financial statements for fiscal year ending June 30, 2024.
FY24 Financial Statement Engagement Letter Staff Report 06-03-24
FY24 Financial Stmt Engagement Letter | 146 - 151 |
| 6) | Approval of the Engagement Letter from Hinkle & Company, PC to conduct the fiscal year ending June 30, 2024, Annual Audit.
FY24 Audit Engagement Letter Staff Report 06-03-24
Audit Engagement Letter | 152 - 161 |
| G) | Consideration and appropriate action relating to items removed from the Consent Agenda | |
| H) | Scheduled Business | |
| 1) | Discussion and possible action to approve, deny or amend Work Order No.2 to the Master Service Agreement for Professional Services to GUSA, Project No.2302165.
(David Agbetunsin, City Engineer)
Staff Report - GIS Services | 162 - 185 |
| 2) | Discussion and possible action to ratify, or refuse to ratify, action taken by the Glenpool City Council to adopt Resolution No. 2024008, as it pertains to the Fiscal Year 2024-2025 Annual Budget of the Glenpool Utility Service Authority.
(Josh Brannon, Finance Director) | |
| 3) | Discussion and possible action to enter into Executive Session for the purposes discussing the purchase or appraisal of real property, pursuant to 25 O.S. § 307.B.3 of the Open Meeting Act.
(David Tillotson, City Manager), (Joyce G. Calvert, Mayor) | |

- 4) Discussion and possible action to reconvene in Regular Session.
(Joyce G. Calvert, Mayor)
- 5) Discussion and possible action to approve or deny authorizing the City Manager to proceed in a manner consistent with the discussion in executive session.
(David Tillotson, City Manager)
- 6) Wastewater Treatment Facility Project update and discussion. 186 - 191
(David Agbetunsin, City Engineer)
[WWTF GUSA Board May Update](#)

I) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on May 31, 2024, at 11:30 am.

Signed: Lesli Smith
City Clerk



MINUTES
GUSA Meeting
Monday, May 6, 2024 Council Chambers 6:00 PM

TRUSTEES PRESENT: Joyce Calvert
Brandon Kearns
Tim Fox
Chris Brobst
Jacqueline Triplett-Lund

TRUSTEES ABSENT:

STAFF PRESENT: David Tillotson
Susan White

STAFF ABSENT: Lesli Smith

Page

- A) Call to Order - Joyce G. Calvert, Chair**
Chair Calvert called the meeting to order at 6:58 p.m.
- B) Roll Call, Declaration of Quorum – Lesli Smith, Secretary; Joyce G. Calvert, Chair**
Susan White called the roll, Chair Calvert declared a quorum present.
Scott Major Attorney, of Rosenstein, Fist & Ringold, Jerri Hargis of Financial Assistance Division OWRB, Zach Bradley Engineer of OWRB, Srin Sundaramoorthy of S2 Engineering PLLC, and Michael Cole Niblett of Garver was also in attendance.
- C) Management Report**
There were no Manager comments.
- D) Trustee Comments**
There were no Trustee comments.
- E) Public Comments**
There were no public comments.
- F) Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the GUSA Board to be routine and will be enacted by one motion. Any Trustee may, however, remove an item from the Consent Agenda by request. A motion to adopt the consent Agenda is non-debatable.)**

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- 1) Minutes from April 1, 2024 meeting. 6 - 86
[GUSA - 01 Apr 2024 - Minutes - Pdf](#)
- 2) Budget Amendment GUSA-04 for FY23-24, increasing the GUSA Fund revenue budget for Interest Income, and increasing the GUSA Fund FY23-24 expenditure budget for Investment Expenses during FY23-24. 87 - 88

Moved by Brandon Kearns, seconded by Chris Brobst

To approve the consent agenda.

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

CARRIED.

[FY24 Budget Amendment GUSA-04](#) [GUSA Staff Report 05-06-24](#)
[FY24 Budget Amendment GUSA-04](#)

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

No items removed from the consent agenda.

H) Scheduled Business

- 1) Discussion and possible action to approve, deny or amend submitting the construction permit application to the Oklahoma Department of Environmental Quality. 89 - 91
(David Agbetunsin, City Engineer)

City Engineer David Agbetunsin introduced Michael Cole Niblett with Garver to present the status update on the Wastewater Treatment Project update.

Moved by Brandon Kearns, seconded by Joyce Calvert

To approve submitting the construction permit application to the Oklahoma Department of Environmental Quality.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			

Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[Staff Report - ODEQ Submittal Construction Permit](#)

- 2) Discussion and possible action to approve, deny or amend the employee benefit plan renewal for Fiscal Year 2024-2025. 92 - 99
(David Tillotson, City Manager)

Moved by Joyce Calvert, seconded by Jacqueline Triplett-Lund

To approve, the employee benefit plan renewal for Fiscal Year 2024-2025.

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

CARRIED.

[Staff Report - Benefits Renewal](#)

- 3) Presentation of the proposed FY 2024-2025 Annual Budget. 100 - 101
(Josh Brannon, Finance Director)

Mr. Brannon presented to the board the proposed FY 2024-2025 Annual Budget.

[FY24-25 Proposed Budget Staff Report](#)

[FY24-25 Proposed Budget Summary](#)

- 4) Wastewater Treatment Facility Project update and discussion. 102 - 132
(David Agbetunsin, City Engineer)

Mr. Agbetunsin updated the board on the current status of the Wastewater Treatment Facility Project.

[WWTF GUSA Board April Update](#)

- 5) Discussion and possible action to enter into Executive Session for the purposes discussing the purchase or appraisal of real property, pursuant to 25 O.S. §

307.B.3 of the Open Meeting Act.
(David Tillotson, City Manager), (Joyce G. Calvert, Mayor)

Moved by Brandon Kearns, seconded by Chris Brobst

To enter into Executive Session for the purposes discussing the purchase or appraisal of real property, pursuant to 25 O.S. § 307.B.3 of the Open Meeting Act.

Council convened into Executive Session at 7:30 p.m.

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

CARRIED.

- 6) Discussion and possible action to reconvene in Regular Session.
(Joyce G. Calvert, Mayor)

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

Action to reconvene in Regular Session.

Regular Session reconvened at 8:18 p.m.

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

CARRIED.

- 7) Discussion and possible action to approve or deny authorizing the City Manager to proceed in a manner consistent with the discussion in executive

session.
(David Tillotson, City Manager)

NO ACTION TAKEN

- I) Adjournment**
The meeting was adjourned at 9:19 p.m.



MINUTES
GUSA Meeting
Monday, April 1, 2024 Council Chambers 6:00 PM
Continued to Monday April 15, 2024

TRUSTEES PRESENT: Joyce Calvert
Brandon Kearns
Tim Fox
Chris Brobst
Jacqueline Triplett-Lund

TRUSTEES ABSENT:

STAFF PRESENT: David Tillotson
Susan White
Lesli Smith

STAFF ABSENT:

Page

A) Call to Order - Joyce G. Calvert, Chair

Chair Calvert called the meeting to order at 6:04 p.m. on April 1, 2024.

Chair Calvert requested a motion to continue the meeting until April 15, 2024 (SEE ITEM I BELOW)

The April 1, 2024, GUSA regular meeting was recessed at 6:05 p.m.

On April 15, 2024, Chair Calvert reconvened the April 1, 2024, continued meeting at 6:22 p.m. to conduct business on all remaining items.

B) Roll Call, Declaration of Quorum – Lesli Smith, Secretary; Joyce G. Calvert, Chair

Trustee Tim Fox was absent on April 1, 2024, but was in attendance at the continued meeting on April 15, 2024.

Scott Major, Attorney with Rosenstein, Fist & Ringold, and Melissa Westfall, and John David Wideman Attorneys with Hilborne & Weidman were also present at the continued meeting on April 15, 2024.

C) Management Report

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GUSA - 06 May 2024 Minutes Attachment

GUSA
April 1, 2024

There were no reports from the City Manager.

D) Trustee Comments

There were no trustee comments.

E) Public Comments

There were no public comments.

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

- 1) Minutes from March 4, 2024 meeting and March 18, 2024, special meeting. 5 - 64
[GUSA - 04 Mar 2024 - Minutes - Pdf](#)
[GUSA - 18 Mar 2024 - Minutes - Html](#)
- 2) Budget Amendment GUSA-03 for FY23-24, increasing the GUSA Fund revenue account 02-5-00-5362 (Insurance Reimbursements) by \$1,926.00, and increasing the GUSA Fund expenditure account 02-6-16-6271 (Vehicle Repairs & Maintenance) by \$1,926.00 for insurance claim proceeds. 65 - 66

Moved by Joyce Calvert, seconded by Jacqueline Triplett-Lund

To approve the consent agenda.

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

CARRIED.

[Staff Report FY24 Budget Amendment GUSA-03 GUSA 04-01-24](#)
[FY24 Budget Amendment GUSA-03 04012024](#)

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

H) Scheduled Business

- 1) Discussion and possible action to approve, deny, or amend Resolution 67 - 73

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GUSA - 06 May 2024 Minutes Attachment

GUSA
April 1, 2024

No. 2024001GUSA, a Resolution authorizing the issuance of not to exceed \$35,000,000.00; The Glenpool Utility Services Authority Clean Water SRF Promissory Note, Series 2024; Approving a Loan Agreement, Promissory Note, Mortgage, Sales Tax Agreement and Security Agreement; And authorizing such other documents and agreements as may be necessary or required; Authorizing the sale of the Note to the Oklahoma Water Resources Board and containing other provisions relating thereto.

(David Tillotson, City Manager)

Moved by Joyce Calvert, seconded by Brandon Kearns

To approve Resolution No. 2024001GUSA, a Resolution authorizing the issuance of not to exceed \$35,000,000.00; The Glenpool Utility Services Authority Clean Water SRF Promissory Note, Series 2024; Approving a Loan Agreement, Promissory Note, Mortgage, Sales Tax Agreement and Security Agreement; And authorizing such other documents and agreements as may be necessary or required; Authorizing the sale of the Note to the Oklahoma Water Resources Board and containing other provisions relating thereto.

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

CARRIED.

[Staff Report - OWRB Application Resolution 04012024](#)

- 2) Wastewater Treatment Facility Project update and discussion.
(David Agbetunsin, City Engineer)

74 - 81

Mr. Agbetunsin updated the board on the current status of the Wastewater Treatment Facility Project.

[WWTF GUSA Board March Update 04012024](#)

I) Adjournment

At 6:05 p.m. the April 1, 2024, meeting was not adjourned but continued to April 15, 2024.

Chair Calvert declared the meeting adjourned at 6:35 p.m. on April 15, 2024.

- 1) A motion to continue and reconvene this meeting to April 15, 2024, at 6 p.m. at Glenpool City Hall, City Council Chambers, 12205 S, Yukon Avenue, 3rd

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GUSA - 06 May 2024 Minutes Attachment

GUSA
April 1, 2024

Floor, Glenpool, Oklahoma, at which time the Council will take up all items on the agenda.

Moved by Jacqueline Triplett-Lund, seconded by Joyce Calvert

To continue and reconvene this meeting to April 15, 2024, at 6 p.m. at Glenpool City Hall, City Council Chambers, 12205 S, Yukon Avenue, 3rd Floor, Glenpool, Oklahoma, at which time the Council will take up all items on the agenda.

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

CARRIED.

GUSA - 06 May 2024 Minutes Attachment

GUSA - 01 Apr 2024 Minutes Attachment



MINUTES
GUSA Meeting
Monday, March 4, 2024 Council Chambers 6:00 PM

TRUSTEES PRESENT: Joyce Calvert
Brandon Kearns
Tim Fox
Chris Brobst
Jacqueline Triplett-Lund

TRUSTEES ABSENT:

STAFF PRESENT: David Tillotson
Susan White
Lesli Smith
Joshua Brannon
Jesse Hale

STAFF ABSENT:

Page

- A) Call to Order - Joyce G. Calvert, Chair**
Chair Calvert called the meeting to order at 6:30 p.m.
- B) Roll Call, Declaration of Quorum – Lesli Smith, Secretary; Joyce G. Calvert, Chair**

Lesli Smith called the roll, Chair Calvert declared a quorum present.
Scott Major Attorney, of Rosenstein, Fist & Ringold was also in attendance.

C) Management Report

David Tillotson advised the council that Jesse Hale has been engaged in collaboration with contractors for various chemical processes pertaining to the lagoon system, as outlined in agenda item number one. He noted that at the time of agenda creation, final proposals were unavailable, prompting the inclusion of a provisional item on the agenda with an allocated budgetary ceiling, in anticipation of a potential vote during this session. Mr. Tillotson explained that the final proposal remained within the established city manager spending limit allowing the start of chemical treatments to begin on Friday. In light of that development, he requested that item number one be removed from the H) Scheduled Business section of the agenda.

[CM Report.03042024](#)

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GUSA - 06 May 2024 Minutes Attachment

GUSA - 01 Apr 2024 Minutes Attachment

GUSA
March 4, 2024

D) Trustee Comments

There were no Trustee comments.

E) Public Comments

There were no public comments.

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

- 1) Minutes from February 5, 2024 meeting. 33 - 35
[GUSA - 05 Feb 2024 - Minutes - Html](#)
- 2) Resolution No.2024001, updating signatories of Bancfirst accounts. 36 - 40
[Staff Report - Bank Account Signer](#)
[Resolution No.2024001, updating signatories of Bancfirst accounts.](#)
[Resolution No.2024002 updating signatories of Bancfirst accounts](#)
- 3) Updating signatories of the Mabrey Bank accounts and authorizing the City Manager to sign the necessary bank forms.
- 4) Authorizing updated signatories to any and all accounts at American Heritage Bank.

Moved by Brandon Kearns, seconded by Joyce Calvert

To approve the consent agenda.

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

CARRIED.

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

No items were removed.

H) Scheduled Business

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GUSA - 06 May 2024 Minutes Attachment

GUSA - 01 Apr 2024 Minutes Attachment

GUSA
March 4, 2024

- 1) Discussion and possible action to approve, deny or amend a proposal from Hawkins for Wastewater Treatment Facility chemicals in the amount of \$100,000.00.
(David Tillotson, City Manager)

ITEM REMOVED FROM AGENDA

- 2) Discussion and possible action to approve or deny the proposal for Detailed Geotechnical Engineering Study for the Wastewater Treatment Plant Project, to be funded from ledger account #06-06-18-6235.
(David Agbetunsin, City Engineer)

41 - 50

Moved by Brandon Kearns, seconded by Joyce Calvert

To approve the proposal for Detailed Geotechnical Engineering Study for the Wastewater Treatment Plant Project, to be funded from ledger account #06-06-18-6235.

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

CARRIED.

[Staff Report GUSA - Geotechnical Services Approval](#)

- 3) Wastewater Treatment Facility Project update and discussion.
(David Agbetunsin, City Engineer)

51 - 58

No action taken on the Wastewater Treatment Facility Project update and discussion.

[WWTF GUSA Board February Update](#)

I) Adjournment

Chair Calvert declared the meeting adjourned at 6:48 p.m.

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City Manager's Report March 4, 2024



City Of
Glenpool
Creating Opportunity

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GUSA - 06 May 2024 Minutes Attachment

GUSA - 01 Apr 2024 Minutes Attachment

GUSA - 04 Mar 2024 Minutes Attachment

Human Resources

Open Positions

We currently have 9 open positions. These vacancies include those new positions approved in the FY2023-2024 budget.

- Public Works: 4 Positions
 - Water & Sewer Laborer (1) – Advertised and interviewing
 - Streets & Parks Laborer (1) – Post in April
 - Seasonal Streets and Parks Laborers (2) – Will post in March 2024
- Police Department: 4 Positions
 - Police Officer (3) – Offers made and accepted, pending pre-employment qualifications
 - Dispatch (1) – Advertised & accepting applications
- Administration: 1 Position
 - IT Director

Projects and Training

- Participated in several webinars
 - SHRM: Top FMLA Mistakes: Test Your Leave Knowledge
 - SHRM: How to Drive Clarity Around Roles and Expectations
 - SHRM: 2024 HR Outlook, What Lies Ahead According to Industry Leaders
 - Guardian Tracking: Receiving Password Reset and Verification Codes

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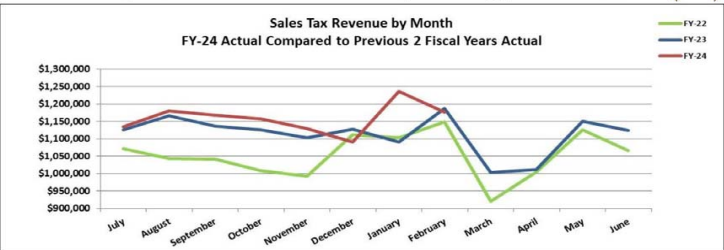
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Finance

SALES TAX

FY24 Combined Sales Tax for all funds in February totaled \$1,177,808, 0.8% lower than FY23 revenues for the same period. Further details on February financial results will be reported next month after the February accounting period is closed.



GENERAL FUND REVENUES

FY24 General Fund year-to-date revenues in January totaled \$9,914,762, approximately \$843,193 or 8% higher than FY23 revenues for the same period. The change is primarily due to a 116% increase in investment income combined with a 3.7% increase in total tax revenues compared to January FY23.



GENERAL FUND EXPENDITURES

FY24 General Fund year-to-date expenditures in January totaled \$11,460,030, approximately \$4,505,341 higher than FY23 expenditures YTD. The increase is largely due to a one-time transfer of \$2,550,000 to the Glenpool Industrial Authority for the purchase of property. Excluding this transfer, expenditures are up 28.1% over prior year-to-date.



REPORT
LEGEND

Better Than
Expected



Expected, or
Minor
Variance



Monitor and
Consider
Taking
Action



GUSA - 06 May 2024 Minutes Attachment

GUSA - 01 Apr 2024 Minutes Attachment

GUSA - 04 Mar 2024 Minutes Attachment

SALES TAX REVENUES—ALL FUNDS

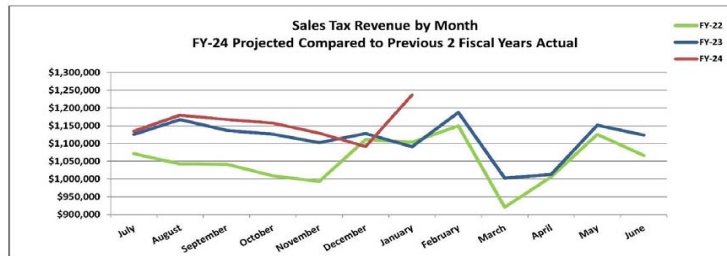


FY24 Sales Tax collections year-to-date in January were 2.1% above budget, and also 2.8% higher than FY23 collections for the same period.

MONTH	COMPARISON TO BUDGET			COMPARISON TO PRIOR YEAR			PERCENTAGE	
	REVISED BUDGET	FY2024 ACTUAL	AMT INC(DEC)	FY2024 ACTUAL	FY2023 ACTUAL	AMT INC(DEC)	INC(DEC) BUDGET	INC(DEC) PRIOR YR
July	\$ 1,142,094	\$ 1,134,751	\$ (7,343)	\$ 1,134,751	\$ 1,125,530	\$ 9,221	-0.6%	0.8%
August	\$ 1,148,837	\$ 1,179,894	\$ 31,057	\$ 1,179,894	\$ 1,167,028	\$ 12,867	2.7%	1.1%
September	\$ 1,132,475	\$ 1,167,426	\$ 34,951	\$ 1,167,426	\$ 1,136,626	\$ 30,800	3.1%	2.7%
October	\$ 1,110,095	\$ 1,157,352	\$ 47,257	\$ 1,157,352	\$ 1,126,462	\$ 30,891	4.3%	2.7%
November	\$ 1,089,369	\$ 1,128,880	\$ 39,511	\$ 1,128,880	\$ 1,102,424	\$ 26,457	3.6%	2.4%
December	\$ 1,164,263	\$ 1,091,433	\$ (72,830)	\$ 1,091,433	\$ 1,128,358	\$ (36,925)	-6.3%	-3.3%
January	\$ 1,140,534	\$ 1,236,268	\$ 95,734	\$ 1,236,268	\$ 1,090,804	\$ 145,464	8.4%	13.3%
February	\$ 1,214,932				\$ 1,187,747			
March	\$ 999,718				\$ 1,002,690			
April	\$ 1,049,085				\$ 1,012,534			
May	\$ 1,183,624				\$ 1,151,247			
June	\$ 1,138,469				\$ 1,123,707			
TOTAL	\$ 13,513,295	\$ 8,095,804	\$ 168,337	\$ 8,095,804	\$ 13,355,155	\$ 218,574	2.5%	3.2%

Y-T-D Budget \$ 7,927,467
Y-T-D Actual 8,095,804
Y-T-D Variance 168,337
Y-T-D % Var 2.1%

Prior Year \$ 7,877,230
Y-T-D Actual 8,095,804
Y-T-D Variance 218,574
Y-T-D % Var 2.8%



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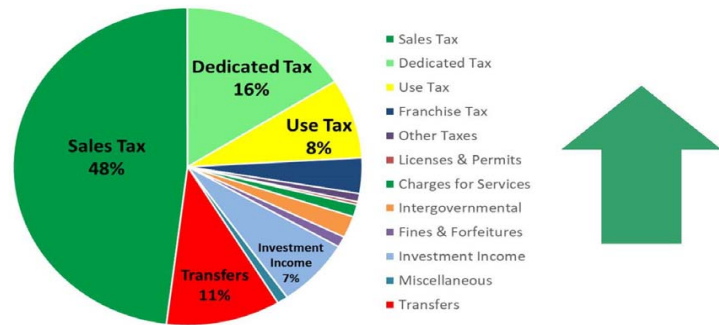
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GENERAL FUND REVENUES

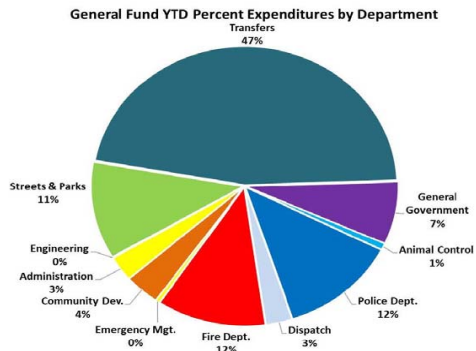
	YTD FY24 Budget	YTD FY24 Actual	Budget Over/(Under)	YTD FY23 Actual
Sales Tax	\$ 4,663,136	\$ 4,761,952	\$ 98,817	\$ 4,633,387
Dedicated Tax	1,554,379	1,587,587	33,209	1,544,725
Use Tax	720,095	805,107	85,012	701,851
Franchise Tax	350,000	357,327	7,327	366,633
Other Taxes	74,958	82,666	7,708	70,565
Licenses & Permits	39,258	30,535	(8,723)	36,872
Charges for Services	200,314	123,097	(77,216)	193,993
Intergovernmental	202,791	218,794	16,004	17,677
Fines & Forfeitures	123,083	107,834	(15,249)	114,886
Investment Income	58,333	689,940	631,606	311,309
Miscellaneous	35,222	99,921	64,699	88,519
Transfers	1,050,000	1,050,000	-	1,058,400
Totals	\$ 9,071,569	\$ 9,914,762	\$ 843,193	\$ 9,138,816

Over (Under) Budget year to date: 9.3%

Increase (Decrease) over prior year: 8.5%



GENERAL FUND EXPENDITURES BY DEPARTMENT				
DEPARTMENT	YTD FY24 Budget	YTD FY24 Actual	Budget Under/(Over)	YTD FY23 Actual
General Government	\$ 903,426	\$ 834,381	\$ 69,045	\$ 674,326
Animal Control	96,601	86,628	9,973	82,103
Police Dept.	1,634,248	1,431,194	203,054	1,020,019
Dispatch	361,036	322,887	38,149	281,939
Fire Dept.	1,782,411	1,328,043	454,368	1,190,338
Emergency Mgt.	46,372	50,539	(4,167)	1,195
Community Dev.	538,042	424,543	113,498	387,707
Administration	461,731	330,003	131,728	318,403
Engineering	125,008	11,025	113,983	-
Streets & Parks	1,075,299	1,298,337	(223,039)	403,933
Transfers	5,390,943	5,342,450	48,493	2,594,725
Totals	\$ 12,415,115	\$ 11,460,030	\$ 955,085	\$ 6,954,690
Under (Over) Budget year to date:			7.7%	
Increase over prior year:			64.8%	



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GLENPOOL UTILITY SERVICES AUTHORITY REVENUES YEAR-TO-DATE

	YTD FY24 Budget	YTD FY24 Actual	Budget Over/(Under)	YTD FY23 Actual
Water Sales	\$ 1,983,333	\$ 1,800,312	\$ (183,021)	\$ 1,857,734
Sewer Fees	933,333	836,313	(97,020)	855,846
Refuse Fees	539,583	492,948	(46,636)	482,840
Solid Waste Mgt Fee	12,833	11,715	(1,118)	11,535
Storm Water Mgt Fee	73,500	67,134	(6,366)	66,134
Water/Wastewater Fee	1,692	3,600	1,908	1,361
Misc Fees	83,125	83,797	672	77,004
Taps	32,083	30,000	(2,083)	29,100
CCRWD 2	18,375	20,229	1,854	16,794
Investment Income	61,250	128,597	67,347	60,010
Transfers	2,570,990	2,637,587	66,597	2,594,725
Totals	\$ 6,310,098	\$ 6,112,232	\$ (197,866)	\$ 6,053,083

Over (Under) Budget year to date: -3.1%

Increase over prior year: 1.0%

GUSA YTD Revenues by Type

- Water Sales
- Sewer Fees
- Refuse Fees
- Solid Waste Mgt Fee
- Storm Water Mgt Fee
- Water/Wastewater Fee
- Misc Fees
- Taps
- CCRWD 2
- Investment Income
- Transfers

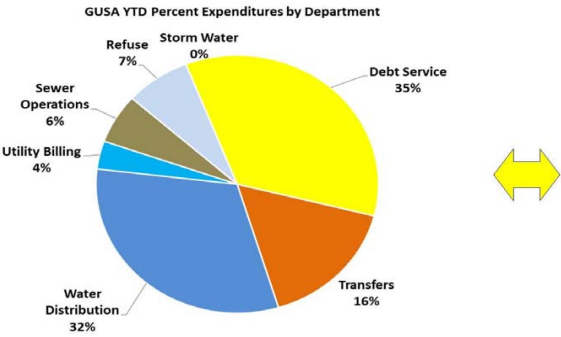


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GLENPOOL UTILITY SERVICES AUTHORITY EXPENSES YEAR-TO-DATE				
DEPARTMENT	YTD FY24 Budget	YTD FY24 Actual	Budget (Over)/Under	YTD FY23 Actual
Water Distribution	\$ 2,130,703	\$ 2,034,215	\$ 96,488	\$ 1,595,920
Utility Billing	226,722	226,194	528	196,790
Sewer Operations	552,849	398,692	154,157	-
Refuse	452,667	480,461	(27,794)	392,229
Storm Water	327,833	-	327,833	-
Debt Service	1,711,420	2,244,147	(532,727)	2,099,417
Transfers	1,050,000	1,050,000	-	1,050,000
Totals	\$ 6,452,194	\$ 6,433,708	\$ 18,486	\$ 5,334,356
Under (Over) Budget year to date:		0.3%		
Increase over prior year:		20.6%		



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FUND DASHBOARD			
FUND	REVENUES	EXPENDITURES	CHANGE IN FUND BALANCE
GENERAL FUND	\$9,914,762	\$11,465,099	<\$1,550,337>
GLENPOOL UTILITY SERVICES AUTHORITY FUND	\$6,122,982	\$6,433,708	<\$310,726>
GLENPOOL INDUSTRIAL AUTHORITY FUND	\$3,099,496	\$3,095,029	\$4,467
STREETS & INFRASTRUCTURE FUND	\$519,060	\$47,607	\$471,453
PUBLIC SAFETY CAPITAL FUND	\$805,441	\$741,208	\$64,233
PUBLIC SAFETY PERSONNEL FUND	\$983,387	\$840,668	\$142,719
CAPITAL FUND	-	-	-
ARPA FUND	\$187,754	\$753,404	<\$565,650>
PARKS AND RECREATION FUND	\$10,750	-	\$10,750
HOTEL FUND	\$143,011	\$126,497	\$16,514

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Development Services

Listed below are current development related activities within the City of Glenpool **through the month of February 2024**. These activities listed include Projects Under Construction, Planning Applications Under Review, Approved Projects Not Under Construction, Building Permits and Inspections, and Code Enforcement Activity. The most recent activities are highlighted in **red**.

Commercial/Industrial Projects Under Construction:

1. **Wade's RV Service Center** - Commercial RV Sales, Service and Storage project located at 16059 S Us Hwy 75. Estimated completion late March 2024.
2. **C & C Office Complex** – A Site Plan review of a proposed 2,672 sf office building located 459 E 151st S. The existing single-family residence will be converted into an office building.

Commercial/Industrial Occupancy Permits Issued in February:

1. **Fear the Lamb Enterprises** (14060 S Peoria Ave #109) – Online apparel store.
2. **GH Food Group** (14060 S Peoria Ave #115) – Appliance repair.
3. **Xpress Urgent Care** (12190 S Waco Ave Ste. C) – Urgent care clinic.
4. **Ground Control Jui Jitsu** (14020 S Peoria Ave # 112 & 113) - Martial Arts Studio.

Earth Change Permits Issued:

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

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Residential Projects Under Construction:

	Subdivision Name	Lots Approved	Under Construction	Completed	Lots Available
1	The Pines	31	0	31	0
2	Glen Hills I (Phase 1-6)	84	0	82	2
3	Glen Hills II (Phase 7-11)	78	22	36	20
4	Scissortail	88	3	42	43
5	Redbud Glen	74	12	16	46
6	Twin Ponds	25	1	1	23
	Totals	380	38	208	134

Planning Applications Under Review:

A. Annexation(s):

1. **Dawes Property Annexation** - An Annexation (ANX2024-01) application to annex a 42.74-acre into the City of Glenpool corporate limits.

B. Comprehensive Plan Amendment(s):

1. **Scissortail II** - A proposed Comprehensive Plan Amendment (CPA-01-2024) to change the Land Use Designation of a 40.2-acre site from Suburban Residential to General Residential

C. Zone Amendment(s):

1. **Scissortail II** – A proposed Zone Amendment to change the zoning of a 40.2-acre site from AG (Agricultural) to RS-3 (Single Family High Density).

D. Planned Unit Development (PUD):

1. **S75 Business Park (PUD 42B)** – A proposed major amendment to the PUD 42B regulations to allow a campground within the PUD 42B boundaries.

E. Subdivision Plat(s):

1. **State Farm Office Marvin Manns** – A plat map for a proposed office building located at 201 E 141st St.

F. Lot Split Application(s):

1. **COG Waste-Water Treatment Plant** - A Lot Consolidation (GLS-264) application to consolidate four (4) tracts totaling 36.56 acres into one (1) lot.

G. Site Plan Applications:

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

H. Specific Use Permits: **No New Applications**

I. Variance(s): **No New Applications**

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Approved Projects Not Under Construction

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

Items Scheduled for Planning Commission Meeting – March 11, 2024

1. **Dawes Property Annexation** - An Annexation (ANX2024-01) application to annex a 42.74-acre site into the City of Glenpool corporate limits.
2. **State Farm Office Marvin Manns** – A one (1) lot plat map for a proposed office building located at 201 E 141st St.
3. **COG Waste-Water Treatment Plant** - A Lot Consolidation (GLS-264) application to consolidate four (4) tracts totaling 36.56 acres into one (1) lot.

Items Scheduled for BOA Meeting – March 11, 2024

No items

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Current Residential and Commercial Building Permit Statistics

New Residential Permits Issued February 2024	6
New Commercial Permits Issued February 2024	0
Current Active Residential Permits	52
Current Active Commercial Permits	2
Residential Permits thru February 2023	2
Residential Permits thru February 2024	11
Commercial Permits thru February 2023	0
Commercial Permits thru February 2024	0
Assessment Letters Issued in February 2024	1
Total Assessment Letters Issued in 2024	2

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Code Enforcement Activity for February 2024

ACTIVITY DESCRIPTION:	Totals			
Complaints received and investigated Year to Date	132			
Open public nuisance cases through February 2024	56			
CODE ENFORCEMENT CASES	Nov	Dec	Jan 2024	Feb 2024
	84	62	58	74
High grass:	3	-0-	-0-	-0-
Fire damaged structures:	-0-	-0-	-0-	-0-
Illegally parked vehicles:	5	3	4	6
Nuisance abatements (contractor):	-0-	-0-	-0-	-0-
Notices issued for residents with no water service:	1	-0-	-0-	-0-
Tulsa County Health Department citations:	-0-	-0-	-0-	-0-
Illegally placed signs:	61	49	44	43
Damage to public facilities citations:	-0-	-0-	-0-	-0-
Excessive trash & debris notices:	7	4	4	17
Dilapidated structures/property notices:	-0-	-0-	1	-0-
Trash can/receptacle placement notices:	-0-	-0-	-0-	1
Building demolition & removal:	-0-	-0-	-0-	-0-
Inoperable/abandoned vehicles:	3	4	3	4
Visual impairments caused by trees, shrubs, vehicles, basketball goals, etc. interfering with traffic flow:	3	1	1	3
Stagnant water causing mosquito issues:	-0-	-0-	-0-	-0-
Pest issue:	-0-	-0-	-0-	-0-
Dilapidated fencing:	1	-0-	1	-0-
Noxious odor:	-0-	-0-	-0-	-0-

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Public Works

The following details of all work completed between January 26 – February 23, 2024

Streets

- Crack sealed - NA
- Filled potholes
 - 144th & Warrior
 - 121st & Waco
 - 141st Pl & S Hickory
 - 149th & Yukon Ave
 - 1088 E 132nd
 - Misc around the city
- Fixed downed streets signs
 - 134th & Nyssa Pl - STOP
 - 135th & Nyssa Pl - STOP
- Cleaned storm drains – various areas
- Picked up trash around town.
- Weeded - NA
- Trimmed trees – NA
- Fixed Storm drain at 13967 S Madison
- Replaced 2 tires on the backhoe
- Cleaned up new property at 14314 Barber
- Lowered pond level at WWTF to allow for land clearing
- Picked up Christmas tree for Code Enforcement at 1216 E 138th Pl
- Finished ROW cleaning project in old town area.

Parks

- Black Gold
 - Fixed entrance gate
 - Trimmed trees around splash pad
- Kendalwood North -
 - Playground is on order
- Kendalwood South
 - Playset installation began
 - Removed graffiti
 - Hauled off old playset
- Lambert
 - Worked on trail borders
 - Fell dead trees
 - Watered saplings

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- Morris
 - Mulched leaves around ball fields
 - Changed locks from football to baseball
- Rolling Meadows
 - Feel damaged tree.
 - Removed graffiti.
 - Cleaned up leaves from playground
- South County Soccer
- Picked up trash and emptied trash cans daily at all city parks.

Facilities Maintenance

- Installed light over new Streets & Parks tool cage within Public Works shop
- Changed Air filters in all city buildings (filters only provided at EMS and Sr Center)
- OGE replaced all lights in Black Gold Park
- Outstanding Projects:
 - The north waterfall pump at city hall is out of service. Replacement pump is pending.
 - An RFQ for AC Maintenance program throughout the city has been issued. Three responses have been received.

Wastewater Treatment Plant:

- Daily calibration and testing performed (CL, DO, pH)
- Daily readings performed.
- Daily flow monitoring performed.
- Daily addition of chemicals to lagoon
- Weekly Biological Oxygen Demand and Total Suspended Solids samples to Green Co. Testing
- Mowed, weeded, and sprayed (where needed)
- Vehicle and equipment maintenance performed.
- Blower status:
 - Blower 1: non-operational... needs motor & blower
 - Blower 2: functional
 - Blower 3: functional
 - Blower 4: non-operational... needs blower
 - Blower for #4 has been ordered
 - #1 will be left non-operational for the time being.
- Adjusted WWTF SOP to maintain 2 blowers running for 24 hours after a low (<4.0 mg/L) Dissolved Oxygen sample at the river effluent.

Lift Stations:

- Mowed, weeded, and sprayed (where needed)
- Inspected all lift stations
 - Cleaned floats
- Working with vendors to get quotes to redo Rolling Meadows lift station

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Distribution:

- 332 Utility locates
- 138 service orders completed for the utility office
- 130 turn offs for non-payment – Jan 30
- 10 lock outs for non-payment – Feb 1
- Performed monthly meter reads and with 20 bad registers
- 5 leaks repaired (1 major, 4 minor, 3 minor repairs pending)
- 3 meters set (3 residential, 0 commercial)
- 25 pending meter sets (23 residential, 2 commercial)
- Monthly water samples taken and passed
- Mowed, weeded, and sprayed (where needed) at water towers and booster stations
- Cleaned and serviced vehicles and equipment
- Jetrodded 6 possible sewer backup(s) (5 on city side, 1 on customer side)
- Diagnosed 1 hydrants, put 4 back in service and ordered parts for all others.
- Repaired 0 Sewer Manholes
- Booster Pump station on US75 at 131st has had it's pin hole leak temporarily repaired. The station is now mostly isolated from distribution. Awaiting further instruction from city engineer on path forward.
- 120Water has begun collecting data for our lead service line inventory
- Staff visited Tulsa's AB Jewell Water Plant to see how our water is made.

Community

- Facilitated planting saplings with homeschoolers at Lambert. 30 saplings planted throughout the park with the help of 8 students.

Ezra shown watering a Roughleaf Dogwood sapling along the south boarder of Lambert Park.



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The youngest 4, of the 8 kid planting group, managed to plant trees and still have energy to go for a hike down the new Lambert trail.



Nick and Bryan investigating the test plant within the confines of the AB Jewell WTP



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Jesse, Darius, Nick, & Bryan checking out the size of the filter gallery pipes at AB Jewell WTP



The recently acquired vacuum trailer has saved time, money, and much easier to use for many leaks we have in town. It is much appreciated and we are very thankful for this piece of equipment.



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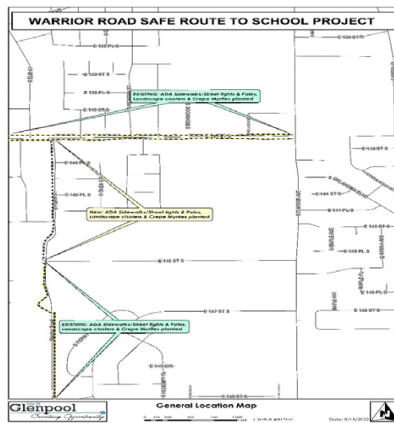
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Sidewalk & Beautification Phase II Project JP#28845(05)

The project final plans, specifications and estimates have been received. The engineering department is currently coordinating the final review process. Staff would be collaborating with the consultant and ODOT on the next phases of this project.

SH67/151st Corridor Study

This is a progress update on the SH 67/151st St Corridor Study. The City of Glenpool in conjunction with Kimley-Horn, Oklahoma Department of Transportation, INCOG and the City of Bixby, held its 3rd Public Meeting on the SH 67/151st corridor on September 5th, 2023. City Staff has received the Draft State Highway 67 Corridor Study for final comments and review. Staff are reviewing the final draft and will provide comments to the consultant as needed.

US 75/141st

The project duration is estimated at 315 days. The project cost is estimated to be approximately \$27.5 Million. Construction is estimated to begin Summer 2024. *(This project is on-going, no updates since the November Engineering Departmental Report).*

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Rolling Meadows Stormwater

This project aims to address surface water runoff issues affecting residents of Rolling Meadows near the Taylor's Pond Subdivision. It entails adding stormwater collection infrastructure in the utility easement between the two subdivisions, incorporating storm inlets to gather water flowing from west to east. The Request for Qualifications (RFQ) was issued on February 1, 2024, and was available on the City of Glenpool website. Responses were due by February 26, 2024, with three submissions received. City Staff will evaluate these responses and may schedule interviews for further assessment.



Bicycle/ Pedestrian Masterplan Update

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

GIS

Engineering Department is in the process of obtaining GIS Services to facilitate GIS Data collection in the field and integrate ArcGIS Online functionality into our office, alongside ArcPro, within the City.

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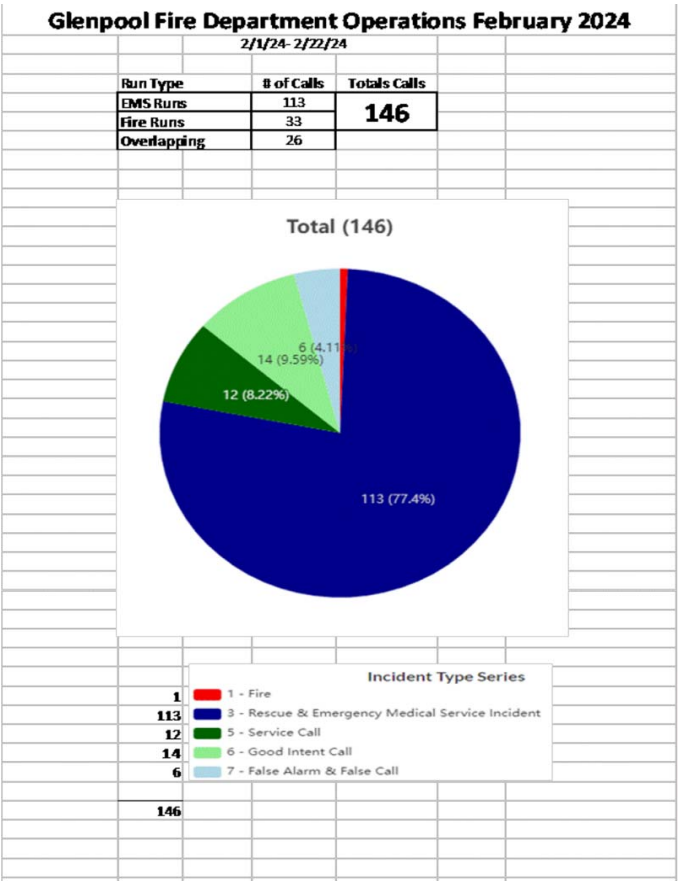
Conference Center

During February, the conference center hosted a total of 17 events. These events catered to a diverse range of interests and demographics within our community and neighboring areas. These events ranged from smaller-scale trainings, meetings, and hiring sessions to larger-scale gatherings that attracted significant attention and participation. Some events to highlight:

- ORU Baseball hosted their annual banquet where they celebrated and recognized the accomplishments of the athletes and coaches for a very successful year. This was their biggest banquet yet with over 500 people attending.
- Muscogee Creek Nation events: These consisted of a food show for their tribe to come in, taste and pick foods that will be served at other events throughout the year, as well as hosted a sweetheart dance for their elderly group.
- Jenks Southwest Elementary PTA hosted their eighth Trivia Night Fundraiser with us. This event is to raise funds for the Jenks Southwest Elementary School.
- House Divided put on their third very successful two-day trading card show. Bringing in over 200 people from across the area.
- Lastly, a scrapbooking retreat. Having attendees from neighboring states, this event provided a space for individuals to share techniques and stories, fostering connections and creativity.



Fire Department



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Economic Development

February:

- *Business, Retention, & Expansion (BR&E)*
 - Visits & Outreach: Economic Development Director has begun reaching out to local businesses and manufacturers regarding BR&E visits for 2024. The goal would be to spend time with businesses to listen to their needs and develop a strategy on how the City might support in overcoming challenges.
 - Manufacturing Training: On February 27, a meeting between Oklahoma Manufacturing Alliance, City of Glenpool and a Glenpool manufacturer was set up to explore options regarding a 5- or 10-year training plan. Potential for more meetings to follow.
- *New Business/Sites*
 - International Council of Shopping Centers (ICSC) Red River Follow Up: City Manager and Director of Economic Development have been following up on several action items related to Glenpool data.
 - Oklahoma Department of Commerce (ODOC) SITES (Supporting Industrial Transformation and Economic Success) Program: The Director of Economic Development attended the meeting February 13, 2024, in Oklahoma City as part of the monthly Select Oklahoma (State-wide Economic Development) gathering. This program is completely funded by the Oklahoma Department of Commerce and is free.
 - On Friday, February 27, 2024, Charlotte Howe from ODOC and Director of Economic Development will be meeting in Glenpool to discuss various sites before submission. The goal will be for 2 sites to be submitted to InSite for their recommendations on how to properly market them for business attraction.
 - Business Inquiries: Economic Development has had continued conversations with several potential businesses regarding relocating aspects of their operation to Glenpool.
 - Exploratory discussions have centered around sites, existing buildings, current/future infrastructure needs, and job creation.
- *Grants:*
 - Beth Miller (Grants – Special Projects Coordinator) worked with staff and Council to submit applications for various grants.
 - At the February 20th Council Meeting, the Council approved to accept the \$134k grant for lighting retrofit of City Hall/Conference Center and allow City Manager to sign necessary paperwork to complete it.
 - 2 Police grants declined from 2023 (drug incinerator, go-bags)
 - 6 grants in process
- *Special Projects:*
 - Farmers Market Ramp-Up.
 - Fees Established
 - Farmers Market Flyer Posted to Glenpool FB

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- Vendor application live
- 2024 rules/regulations live.
- 16 vendor applications submitted and accepted; the application has been live for less than a month.
- Machine for EBT/SNAP in process
- Conference February 28-March 1st will provide supplies and knowledge (tent/carts/t-shirts/reusable bags/SNAP tokens/token bags/aprons/and more)
- Historical Projects: Ida E. Glenn Oil Well #1 and Glenpool History
 - The hunt is still on to mark the actual well site, have meeting 3/9 with another longtime resident to locate a concrete bunker that could be related.
 - Land has been cleared in Lambert Park this month near the coordinates.
 - Trek to find well in Jan could have been located on land owned by the trailer park (possible grant - due 3.31- we can use to purchase that land)
 - Trek to locate inside City of Glenpool owned property (Lambert Park) ongoing.
 - Working with Glenpool Historian, Garret Jackson, and Preservationist, Jeff Jenkins
 - Researching grants to start a museum.
- Miscellaneous Projects: Concert Series
 - Next Scheduled Events Committee Meeting for March 6th
 - Bands have been selected for the concert series along with the 4th of July Red, White & Boom Bash.
 - Agreed to move Concert Series to Black Gold Park instead of City Hall

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Police Department

Staffing

Officer Morgan has initiated his Phase II field training and is performing exceptionally well, exceeding our expectations. Since January, our department conducted examinations for three officer positions on February 10th. Following these exams, three conditional offers have been extended to the candidates. We are scheduled to commence the background check process on March 5th.

On February 23rd, Officer Jace Allison celebrated his graduation from CLEET in Ada, Oklahoma. I, along with Deputy Chief Graves, Lieutenant Glasby, and Corporal Duque, had the honor of attending the ceremony. Officer Allison's family was also present, sharing in the pride we feel in welcoming him to the Glenpool family.

In the Communications Division, we were pleased to hire dispatcher Kelsy Knott, who began her duties on February 12th. Currently, the division is operating with one vacancy. However, we are in the process of reaching out to several qualified candidates for interviews, aiming to fill this position promptly.

Training

School Resource Officer Hill recently attended the "Justice on the Reservation" training, focusing on enhancing responses to crimes against children within Indian territory. This issue is increasingly significant throughout Oklahoma, particularly in Glenpool. With the insights gained by Officer Hill, we are confident in our ability to produce more detailed reports and pursue appropriate justice for victims effectively.

Corporals Mitchell and Weygand have embarked on their third and final phase of accident reconstruction training. This course has proven to be both mentally and physically demanding. The department stands to benefit immensely from the knowledge and skills acquired by these officers, which will further advance our professionalism and accuracy in accident reconstruction efforts.

Projects

Following the approval of new ordinances regarding the destruction of unclaimed or found property, our department's property room technician has started implementing the necessary steps to either properly dispose of or donate the surplus items. This is a significant but essential task, given the considerable amount of property currently stored in the property room.

Equipment

As of February 23rd, both Animal Control Officer (ACO) trucks have been updated with new striping and are now fully operational. This simple enhancement significantly advances the professionalism of our department.

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JANUARY 24 – FEBUARY 27

Calls for Service	1456
Arrest	53
DUI	6
Collisions	24
Alarm Calls	32
Burglary	4
Disturbance	21
Domestic	19
Fraud	9
Harassment	7
Larceny	22
Loud Noise	4
Motorist Assist	34
Stolen Property	2
Suspicious Activity	48
Trespassing	0
Traffic Stops	585



Communication Officer
Kelsy Knott



Always be *truthful & transparent.*

OUR CORE *Savor*
Show that you *care.* the journey.
Create *WOW* moments. **VALUES**
Make learning a *habit.*

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

City Of
Glenpool
Creating Opportunity

GUSA - 06 May 2024 Minutes Attachment

GUSA - 01 Apr 2024 Minutes Attachment

GUSA - 04 Mar 2024 Minutes Attachment



MINUTES
GUSA Meeting
Monday, February 5, 2024 Council Chambers 6:00 PM

TRUSTEES PRESENT:

Joyce Calvert
Brandon Kearns
Tim Fox
Chris Brobst
Jacqueline Triplett-Lund

TRUSTEES ABSENT:

STAFF PRESENT:

David Tillotson
Susan White
Lesli Smith
Jeremy Plane
David Agbetunsin

STAFF ABSENT:

- A) Call to Order - Joyce G. Calvert, Chair**
Chair Calvert called the meeting to order at 6:19 p.m.
- B) Roll Call, Declaration of Quorum – Lesli Smith, Secretary; Joyce G. Calvert, Chair**
Lesli Smith called the roll, Chair Calvert declared a quorum present.
Scott Major Attorney, of Rosenstein, Fist & Ringold was also in attendance.
- C) Management Report**
There were no Management Reports.
- D) Trustee Comments**
There were no Trustee comments.
- E) Public Comments**
There were no public comments.
- F) Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the GUSA Board to be routine and will be enacted by one motion. Any Trustee may, however, remove an item from the Consent Agenda by**

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request. A motion to adopt the consent Agenda is non-debatable.)

- 1) Minutes from January 2, 2024 meeting.

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

To approve the consent agenda.

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

CARRIED.

[GUSA - 02 Jan 2024 - Minutes - Html](#)

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

No items were removed.

H) Scheduled Business

- 1) Discussion and possible action to approve an application for lot combination (GLS 264) which will consolidate four (4) lots totaling 36.67 acres into one (1) lot. The subject lots are located at the northeast corner of the intersection of U.S. Highway 75 and West 141st Street South approximately 500 feet east of U.S. Highway 75 and 575 feet north of West 141st Street South.
(David Agbetunsin, City Engineer).

Moved by Joyce Calvert, seconded by Jacqueline Triplett-Lund

To approve an application for lot combination (GLS 264) which will consolidate four (4) lots totaling 36.67 acres into one (1) lot. The subject lots are located at the northeast corner of the intersection of U.S. Highway 75 and West 141st Street South approximately 500 feet east of U.S. Highway 75 and 575 feet north of West 141st Street South.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			

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Jacqueline Triplett-Lund	x			
	5	0	0	0

CARRIED.

[Staff Report-Lot Combination- FINAL](#)

- 2) Wastewater Treatment Facility Project update and discussion.
(David Agbetunsin, City Engineer)

No action taken on the Wastewater Treatment Facility Project update and discussion.

[GUSA WWTP BOARD PROJECT UPDATE JAN 2024](#)

- I) **Adjournment**
Chair Calvert declared the meeting adjourned at 6:50 p.m.

GUSA - 06 May 2024 Minutes Attachment

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GUSA - 04 Mar 2024 Minutes Attachment



To: HONORABLE MAYOR AND CITY COUNCIL
From: Susan White, Assistant City Manager
Date: March 4, 2024
Subject: Approval of BancFirst account signatories

Background:

The attached resolutions are required by BancFirst to update account signatories, adding Joshua Brannon to the City of Glenpool, GUSA, and GIA accounts.

Staff Recommendation:

Staff recommends approval of the Resolution No.2024001.
Staff recommends approval of the Resolution No.2024002.

Attachments:

Resolution No. 2024001
Resolution No. 2024002

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;
Tim Fox, Ward 1; Chris Brabst, Ward 2; Jacqueline Lund, Ward 4
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Leslie Smith
www.glenpoolonline.com

RESOLUTION 2024001



Corporate Authorization Resolution

State of Incorporation: OK	Account Number: *****
Date of Corporate Meeting: 2/19/2024	Corporate Name and Address:
Corporate Tax ID Number: *-***6935	CITY OF GLENPOOL
Business Telephone Number: 918-322-5409	12205 S YUKON AVE
Trade name (if different than Corporate Name):	GLENPOOL, OK 74033-6635

I, the undersigned, Secretary, custodian of the books and records of the above named corporation (the "Corporation") do hereby certify to BancFirst, an Oklahoma State Bank ("BancFirst") as follows:

A. That I am the Secretary of the Corporation. That the Corporation is duly organized, validly existing, and in good standing under the laws of the state of incorporation as stated above, and doing business at the address shown above under the tradename identified above, if different than the corporate name.

B. That on the date shown above, the following resolutions were unanimously passed and adopted by the Corporation's Board of Directors at a meeting thereof, duly and legally called and participated in by a quorum of such Board:

RESOLVED that BancFirst is designated as a depository for the funds of this Corporation for the above referenced account with authority to accept at any time from whatever source and in whatever form, and if not endorsed to supply any missing endorsements thereto, and to pay or otherwise honor checks, drafts, bills, acceptances, and other instruments or orders for the payment, transfer, or withdrawal of money without inquiry, without regard to the application of the proceeds, and without regard to whether an overdraft results therefrom, all in accordance with the terms and provisions of the deposit agreement or contract as may from time to time be in force and effect.

RESOLVED FURTHER that all transactions, if any, with BancFirst with respect to deposits, withdrawals, rediscounts, and borrowings by or on behalf of this Corporation prior to the adoption of these resolutions are hereby expressly ratified, confirmed, and approved in all respects. Any and all prior resolutions adopted by the Board of Directors of this Corporation and certified to BancFirst as governing the operation of all accounts of this Corporation maintained at BancFirst, are in full force and effect, except as amended, modified and/or supplemented by these resolutions. To an extent these resolutions vary or are inconsistent with any prior resolutions for the above reference account, said prior resolutions are hereby declared to be null and void as of the date hereof.

RESOLVED FURTHER that this Corporation agrees and hereby authorized BancFirst, at any time and from time to time, to charge this Corporation for the above reference account for all checks, drafts, bills, acceptances, undertakings or other instruments or orders for the payment, transfer, or withdrawal of money, that are drawn on BancFirst, regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they reasonably resemble the facsimile signature specimens set forth below, or the facsimile specimens that this Corporation has on file with BancFirst from time to time, and contain the required number of signatures, if applicable, for renting, leasing, and maintaining a safe deposit box as provided below.

RESOLVED FURTHER that,

1. These resolutions shall be continuing and in full force and effect unless and until written notice of its rescission or modification has been received by BancFirst's Customer Service Officer at the location where the account is maintained and thereafter acknowledged and recorded by BancFirst on its books and records.

2. That the following authorized agents of this Corporation named below, are authorized to make any and all other contracts, agreements, stipulations, and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with BancFirst, concerning funds deposited in BancFirst, monies borrowed from BancFirst or any other commercial transaction entered into between this Corporation and BancFirst.

3. That the following authorized agents of this Corporation named below are hereby authorized on behalf of this Corporation in connection to the above reference account to: (i) open and close said account; (ii) order any form, document, or check; (iii) change the corporate address specified above; (iv) draw and endorse checks, drafts, bills, notes, acceptances, understandings, and other instruments or orders for the payment, transfer or withdrawal of money payable to or belonging to this Corporation; (v) accept for this Corporation any and all checks, drafts, bills, notes, acceptances, understandings, and other instruments or orders for the payment of money drawn on the Corporation and receive for this Corporation any instruments, documents, securities, or other papers accompanying them; (vi) stop payment of any item drawn on the above referenced account, whether such item is signed by such person or by any other person authorized to sign, and that any stop payment order so given may be revoked only by the person so authorized in the deposit agreement or contract, then in force and effect between this Corporation and BancFirst; and (vii) establish preauthorized transactions.

BFAO005 (revised July 08)

GUSA - 06 May 2024 Minutes Attachment

GUSA - 01 Apr 2024 Minutes Attachment

GUSA - 04 Mar 2024 Minutes Attachment

RESOLVED FURTHER that any one person listed below is authorized to:

- 1) Open and close the above referenced account in the name of this Corporation.
- 2) Endorse checks, drafts, bills, and other orders for the payment of money and withdraw cash and funds on deposit with BancFirst, and make deposits to the above referenced account on behalf of the Corporation.
- 3) Stop payment of any check, draft, bill, or other order for payment of money on behalf of this Corporation.
- 4) Enter into one or more written lease agreement(s) for the purpose of renting, leasing, and maintaining a Safe Deposit Box at one or more locations at BancFirst. Number of authorized signatures required for this purpose: 1.

Name	Title	Signature or Facsimile Signature (if applicable)
JOSHUA BRANNON	AUTH SIGNER	X
LESLI ANN SMITH	AUTH SIGNER	X
DAVID JAMES TILLOTSON	AUTH SIGNER	X
SARAH CAGE	AUTH SIGNER	X
SUSAN MAY WHITE	AUTH SIGNER	X

C. I further certify that: (i) none of the foregoing resolutions have been amended, modified, or rescinded, and each of such resolutions is in full force and effect on the date hereof; and (ii) there is no provision in the certificate of incorporation, corporate charter, or bylaws of this Corporation limiting the power of the Board of Directors to make the foregoing resolutions, and that the same are in conformity with the provisions of said certificate of incorporation, corporate charter and bylaws of this Corporation; (iii) the genuine signature set opposite the respective name of each of the persons named above is true and correct in all respects; and (iv) the above and foregoing resolutions contained herein are made a permanent part of the books and records of this Corporation.

IN WITNESS WHEREOF, I have hereto signed my name and caused the seal of this Corporation to be hereunto affixed effective this _____ day of _____, _____.

(CORPORATE SEAL)

The foregoing resolutions are hereby confirmed Name: X Lesli Smith
Title: City Clerk Secretary

Name: X City Manager
Title: City Manager President

STATE OF _____)
COUNTY OF _____)
SS: _____

The foregoing instrument was acknowledged before me on this _____ day of _____, _____, by _____, Secretary of _____, a corporation, on behalf of said corporation.

My Commission Expires: _____

(SEAL)

Notary Public
Commission Number: _____

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RESOLUTION 2024002

***** THIS DOCUMENT CONTAINS INFORMATION THAT MAY BE CONFIDENTIAL OR OTHERWISE PROTECTED BY FEDERAL OR STATE LAWS. IT IS TO BE KEPT SEPARATE FROM OTHER INFORMATION AND NOT TO BE DISCLOSED TO ANY OTHER PERSON OR ENTITY WITHOUT THE WRITTEN AUTHORIZATION OF THE BANK OF AMERICA, N.A. OR ITS AFFILIATES. *****



Corporate Authorization Resolution

State of Incorporation: OK	Account Number: *****
Date of Corporate Meeting: 2/20/2024 Corporate	Corporate Name and Address:
Tax ID Number: **-**-0967	CITY OF GLENPOOL
Business Telephone Number: 918-322-5409	12205 S YUKON AVE
Trade name (if different than Corporate Name):	GLENPOOL, OK 74033-6635

I, the undersigned, Secretary, custodian of the books and records of the above named corporation (the "Corporation") do hereby certify to BancFirst, an Oklahoma State Bank ("BancFirst") as follows:

A. That I am the Secretary of the Corporation. That the Corporation is duly organized, validly existing, and in good standing under the laws of the state of incorporation as stated above, and doing business at the address shown above under the tradename identified above, if different than the corporate name.

B. That on the date shown above, the following resolutions were unanimously passed and adopted by the Corporation's Board of Directors at a meeting thereof, duly and legally called and participated in by a quorum of such Board:

RESOLVED that BancFirst is designated as a depository for the funds of this Corporation for the above referenced account with authority to accept at any time from whatever source and in whatever form, and if not endorsed to supply any missing endorsements thereto, and to pay or otherwise honor checks, drafts, bills, acceptances, and other instruments or orders for the payment, transfer, or withdrawal of money without inquiry, without regard to the application of the proceeds, and without regard to whether an overdraft results therefrom, all in accordance with the terms and provisions of the deposit agreement or contract as may from time to time be in force and effect.

RESOLVED FURTHER that all transactions, if any, with BancFirst with respect to deposits, withdrawals, rediscounts, and borrowings by or on behalf of this Corporation prior to the adoption of these resolutions are hereby expressly ratified, confirmed, and approved in all respects. Any and all prior resolutions adopted by the Board of Directors of this Corporation and certified to BancFirst as governing the operation of all accounts of this Corporation maintained at BancFirst, are in full force and effect, except as amended, modified and/or supplemented by these resolutions. To an extent these resolutions vary or are inconsistent with any prior resolutions for the above reference account, said prior resolutions are hereby declared to be null and void as of the date hereof.

RESOLVED FURTHER that this Corporation agrees and hereby authorized BancFirst, at any time and from time to time, to charge this Corporation for the above reference account for all checks, drafts, bills, acceptances, undertakings or other instruments or orders for the payment, transfer, or withdrawal of money, that are drawn on BancFirst, regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they reasonably resemble the facsimile signature specimens set forth below, or the facsimile specimens that this Corporation has on file with BancFirst from time to time, and contain the required number of signatures, if applicable, for renting, leasing, and maintaining a safe deposit box as provided below.

RESOLVED FURTHER that,

1. These resolutions shall be continuing and in full force and effect unless and until written notice of its rescission or modification has been received by BancFirst's Customer Service Officer at the location where the account is maintained and thereafter acknowledged and recorded by BancFirst on its books and records.

2. That the following authorized agents of this Corporation named below, are authorized to make any and all other contracts, agreements, stipulations, and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with BancFirst, concerning funds deposited in BancFirst, monies borrowed from BancFirst or any other commercial transaction entered into between this Corporation and BancFirst.

3. That the following authorized agents of this Corporation named below are hereby authorized on behalf of this Corporation in connection to the above reference account to: (i) open and close said account; (ii) order any form, document, or check; (iii) change the corporate address specified above; (iv) draw and endorse checks, drafts, bills, notes, acceptances, understandings, and other instruments or orders for the payment, transfer or withdrawal of money payable to or belonging to this Corporation; (v) accept for this Corporation any and all checks, drafts, bills, notes, acceptances, understandings, and other instruments or orders for the payment of money drawn on the Corporation and receive for this Corporation any instruments, documents, securities, or other papers accompanying them; (vi) stop payment of any item drawn on the above referenced account, whether such item is signed by such person or by any other person authorized to sign, and that any stop payment order so given may be revoked only by the person so authorized in the deposit agreement or contract, then in force and effect between this Corporation and BancFirst; and (vii) establish preauthorized transactions.

BFAO005 (revised July 08)

GUSA - 06 May 2024 Minutes Attachment

GUSA - 01 Apr 2024 Minutes Attachment

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RESOLVED FURTHER that any one person listed below is authorized to:

- 1) Open and close the above referenced account in the name of this Corporation.
- 2) Endorse checks, drafts, bills, and other orders for the payment of money and withdraw cash and funds on deposit with BancFirst, and make deposits to the above referenced account on behalf of the Corporation.
- 3) Stop payment of any check, draft, bill, or other order for payment of money on behalf of this Corporation.
- 4) Enter into one or more written lease agreement(s) for the purpose of renting, leasing, and maintaining a Safe Deposit Box at one or more locations at BancFirst. Number of authorized signatures required for this purpose: 1.

Name	Title	Signature or Facsimile Signature (if applicable)
JOSHUA BRANNON	AUTH SIGNER	X
LESLI ANN SMITH	AUTH SIGNER	X <i>Lesli Smith</i>
SARAH CAGE	AUTH SIGNER	X <i>S. Cage</i>
DAVID JAMES TILLOTSON	AUTH SIGNER	X
SUSAN MAY WHITE	AUTH SIGNER	X <i>Susan May White</i>

C. I further certify that: (i) none of the foregoing resolutions have been amended, modified, or rescinded, and each of such resolutions is in full force and effect on the date hereof; and (ii) there is no provision in the certificate of incorporation, corporate charter, or bylaws of this Corporation limiting the power of the Board of Directors to make the foregoing resolutions, and that the same are in conformity with the provisions of said certificate of incorporation, corporate charter and bylaws of this Corporation; (iii) the genuine signature set opposite the respective name of each of the persons named above is true and correct in all respects; and (iv) the above and foregoing resolutions contained herein are made a permanent part of the books and records of this Corporation.

IN WITNESS WHEREOF, I have hereto signed my name and caused the seal of this Corporation to be hereunto affixed effective this 29th day of February, 2024.
(CORPORATE SEAL)

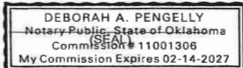
The foregoing resolutions are hereby confirmed
Name: X *Lesli Smith*
Title: *City Clerk* Secretary

Name: X _____
Title: _____ President

STATE OF OKLAHOMA)
COUNTY OF TULSA)
SS:

The foregoing instrument was acknowledged before me on this 29th day of February, 2024,
by LESLI SMITH, Secretary of CITY OF GLENPOOL, a corporation,
on behalf of said corporation.

My Commission Expires:



Deborah A. Pengelly
Notary Public
Commission Number: 11001306

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To: Chairman and Board of Trustees, Glenpool Utility Services Authority
From: David Agbetunsin, City Engineer
Date: February 28, 2024

Re: Discussion and Possible Action to Approve or Deny the Proposal for Detailed Geotechnical Engineering Study for the Wastewater Treatment Plant Project

Background:

As the board is aware, the detailed design of the Wastewater Treatment Plant (WWTP) Project is underway. A detailed design geotechnical engineering study is required to explore and evaluate the subsurface conditions for the proposed project. Kleinfelder is the selected consultant to provide the geotechnical engineering study. A total of twenty-one bore sites would be drilled in this study. Please see attached proposal for more information. The scope of services would include:

1. Site Access & Boring Layout/ Utility Clearance
2. Field Exploration
3. Laboratory Testing
4. Deliverables

The associated fee with this service is Thirty-Five Thousand Three Hundred Dollars (\$35,300.00), to be funded from ARPA Contract Services Account #06-06-18-6235.

Staff Recommendation:

Staff recommends the approval of the proposal for detailed geotechnical engineering study for the WWTP, Proposal #TUL24P164190R2, to be funded from Account #06-06-18-6235.

Attachments:

- Proposal for Detailed Design Geotechnical Engineering Study.

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;
Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Leslie Smith
www.glenpoolonline.com

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February 14, 2024
Revision No. 1: February 15, 2024
Revision No. 2: February 27, 2024
Proposal No.: TUL24P164190R2

Mr. David Agbetunsin, City Engineer
City of Glenpool
122505 S. Yukon Ave.
4033Glenpool, OK

**Subject: Proposal for Detailed Design Geotechnical Engineering Study
Glenpool Wastewater Treatment Plant
Glenpool, Oklahoma**

Dear Mr. Agbetunsin:

Kleinfelder is pleased to present this proposal to provide the geotechnical engineering study for the detailed design of the proposed Wastewater Treatment Plant (WWTP) project in Glenpool, Oklahoma. The purpose of our study is to explore and evaluate site subsurface conditions in order to provide recommendations related to the geotechnical aspects of the project design and construction. Included in this proposal is a brief summary of our understanding of the project, the scope of services we can provide, and an estimate of our fees and schedule.

Kleinfelder is committed to providing quality service to its clients, commensurate with their wants, needs, and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Kleinfelder stands ready to consider appropriate modifications subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risks assumed by the client, as well as adjustments to our fees.

PROPOSED CONSTRUCTION

Kleinfelder previously completed the Preliminary Geotechnical Engineering Study Report for the proposed Reinforced Concrete Sequencing Batch Reactor (SBR) Basin at the WWTP identified as Kleinfelder's Project No. 20235160.001A (Report No. TUL23P151530 dated March 16, 2023).

Based on the email communications from the Project Program Manager of S2 Engineering and the attached Geotechnical Information Requirements v2 document received on February 21, 2024, we understand that the City of Glenpool is moving forward with the expansion of the existing WWTP. We also understand that Garver LLC is the design engineer of the record for the project. The proposed project will be located east of Coal Creek and west of the intersection of S. Birch St. and E. 136th Pl. The proposed structures associated with the expansion are summarized in Table 1, Summary of Proposed Improvements.

LOCALMKT/TUL24P164190R2
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12727 E. 61st Street, Suite A, Tulsa, OK 74146 p | 918.627.6161

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Table 1. Summary of Proposed Improvements			
Proposed Structure	Approx. Dimensions (ft)	Associated Boring	Boring Depths (ft)
Meter Vault	10' x 10'	B-1	35' or top of bedrock
Effluent Pump Station	15' x 18'	B-2	40' or 10' into bedrock
UV Disinfection	23' x 18'	-	-
Headworks	64' x 38'	B-3 and B-4	35' or top of bedrock
Admin/Lab Building	63' x 44'	B-5	20' or 10' into bedrock
SBR/Future SBR	363' x 105'	B-6 to B-10	30' or top of bedrock
Generator Pad	50' x 18'	B-11	35' or top of bedrock
Electrical Building	25' x 45'	B-12	35' or 10' into bedrock
Sludge Dewatering	55' x 60'	B-13	20' or top of bedrock
Aerobic Digester	131' x 66'	B-14 and B-15	30' or top of bedrock
Proposed roadway Extension	-	B-16	20' or top of bedrock
		B-21	30' or top of bedrock
Borrow site	-	B-17 to B-20	10' or top of bedrock

Structural loads and grading plans were not available at the time of our proposal. We should be notified if the information presented in the previous paragraphs is inaccurate to determine if the modification of the Scope of Services presented in this proposal would be warranted.

ANTICIPATED SUBSURFACE CONDITIONS

Based on our preliminary geotechnical exploration, the subsurface conditions at/near the project (previously designated as site 1) consists of Sand with varying amounts of clay and silt with densities of the onsite materials ranging from loose to medium dense. Shallow shale and sandstone bedrock with various degrees of weathering were encountered.

For the purpose of this proposal, bedrock is anticipated to be at a depth ranging from of 10 to 20 feet (deeper towards the southern portion of the proposed project) below the existing grade. Top of Bedrock is defined as a standard penetration test of 50 blows for less than or equal to 6 inches of penetration. Shallow groundwater surrounding the pond and creek areas at the proposed improvement locations is anticipated.

SCOPE OF SERVICES

Task 1 – Site Access & Boring Layout/Utility Clearance

Kleinfelder will coordinate public utility locating services (Oklahoma One Call) prior to starting our fieldwork. If there are any private underground utility lines or underground structures at the site, we must be informed of their locations by their owner prior to starting our fieldwork. This information must be made available to Kleinfelder by the owner at least two days before beginning our field exploration.

Please be aware that penetrating the ground surface is inherently risky. It is impossible to determine with certainty the precise location of all structures, including utilities, which may be buried in the ground. The fees charged by Kleinfelder are not adequate to compensate for both the performance of our services and the assumption of the risk of damage to such structures. Therefore, the disruption/damage of utilities or

LOCALMKT/TUL24P164190R2
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Revision No. 1: February 15, 2024, Revision No. 2: February 27, 2024

February 14, 2024

KLEINFELDER 12727 E. 61st Street, Suite A, Tulsa, OK 74146 p| 918.627.6161

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underground structures which have not been marked will be the responsibility of the utility owner. Services rendered by Kleinfelder to repair utilities damaged during our field exploration will be billed at cost.

Kleinfelder will layout the boring locations in the field using a hand-held GPS device with an accuracy of 15 feet. Boring locations will be approximate and are subject to change based on access issues encountered at the site. Boring elevations will be referenced to a temporary benchmark if no known benchmark is provided prior to our field exploration. The locations of the borings should be considered accurate only to the degree implied by these methods. If precise boring locations or elevations are desired, we suggest a firm specializing in surveying be hired to develop the information.

Boring locations associated with the Admin/Lab Building, SBR Basin, proposed roadway, and borrow site areas (B-5 to B-9 and B-17 to B-21) are located within an existing pond and heavily wooded vegetation and may require an offset and dozer clearing to access these borings. It is our understanding that the Client will be responsible for performing dozer clearing and provide Kleinfelder access to the proposed boring locations.

Necessary removal of fences or gates, permission to enter the site from the current owner or leaseholder, and/or required use-permits will be provided to us by the client prior to our initiating field activities. Kleinfelder will strive to minimize the rutting that may occur; however, rutting in grass areas should be anticipated. If access to the proposed construction site requires crossing existing sidewalks, cracking of the sidewalks should also be anticipated. We have not included any services for the repair or restoration of damage that may occur as a result of our field exploration.

Task 2 – Field Exploration

Per your request, Kleinfelder will explore the subsurface conditions at the project sites by drilling a total of twenty one (21) soil test borings to their termination depths as listed in Table 1. Summary of Proposed Improvements.

The borings will be drilled with a rotary drill rig using 6-inch outside diameter solid flight or hollow stem augers to advance the boreholes. Sampling in the borings will consist of split-barrel samples (ASTM D1586) in cohesionless soils and hard soils, and Shelby tubes (ASTM D1587) in cohesive soils. Four samples will be obtained from the top ten (10) feet of the borings and at 5 feet intervals thereafter. Shelby-tube samples will also be tested with a hand-held pocket penetrometer. One composite bulk sample of the top 10 feet will also be collected from the proposed roadway improvement borings.

Bedrock, if encountered prior to the termination depths for borings associated with the building structure, will be cored to 10 feet into the bedrock formation using NQ-Diamond core bit which will provide approximately 2-inch diameter rock core samples. All soil samples will be visually classified by a staff engineer in the field in accordance with the Unified Soil Classification System (USCS).

Groundwater levels in the borings will be measured and recorded during drilling, at the completion of drilling, and at 24 hours after drilling, if applicable. Borings will be plugged under the appropriate Oklahoma Water Resources Board (OWRB) regulations.

GUSA - 06 May 2024 Minutes Attachment

GUSA - 01 Apr 2024 Minutes Attachment

GUSA - 04 Mar 2024 Minutes Attachment

Task 3 – Laboratory Testing

All laboratory tests will be conducted in accordance with ASTM standards. Depending on the soils encountered, the selection of the number and type of test will be made on representative soil samples. The tests could include the following:

- Water Content
- Atterberg limits
- Grain size distribution
- Unconfined compressive strength
- Standard Proctor
- Resilient Modulus Test
- Consolidation
- One Dimensional Swell
- Corrosivity tests (pH, Chloride, Sulfate, Redox, and Resistivity)

In addition, all soil samples will be visually classified in accordance with the Unified Soil Classification System.

Task 4 – Deliverables

This project will be performed under the direction of a professional engineer registered in the State of Oklahoma and a geotechnical engineering report (in .pdf format) will be prepared. No hard copy of the report will be provided unless specifically requested. This geotechnical engineering report will include boring layouts, boring logs, and laboratory testing results. In addition, all applicable items included in Page 2 of the Geotechnical Information Requirements v2 document (attached to this proposal) will be addressed in the report.

FEE

Based on the proposed program, we will charge a lump sum fee of **\$35,300**. An invoice for our services will be submitted at the completion of the field services. If subsurface conditions differ significantly from those anticipated above, we may need to revise our scope of services and fees in order to complete the project. Should this occur, we will contact you for authorization before proceeding with any additional work.

SCHEDULE

At the present time, we anticipate we could begin work on the project approximately two weeks following your written authorization to proceed, provided there are no circumstances beyond Kleinfelder's control and access to the boring locations are granted. The fieldwork is anticipated to take three to four days to complete. Laboratory testing will require approximately two weeks to complete. The geotechnical engineering report can be submitted within four weeks following the completion of our field work. However, we will work with City of Glenpool to understand your design priorities and prioritize our geotechnical evaluation accordingly. In addition, we could provide preliminary recommendations for high priority structures in advance of our final report, if necessary.

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February 14, 2024

KLEINFELDER 12727 E. 61st Street, Suite A, Tulsa, OK 74146 p| 918.627.6161

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AUTHORIZATION

Please indicate your approval of this proposal by signing the attached Kleinfelder Client Master Services Agreement (MSA) and Work Order and returning the entire original documents to our office. A fully executed copy will be returned to you. Any modifications to the attached language must be accepted by both parties. Acceptance of the proposal indicates the Client's review and understanding of the scope and service, budget, and terms.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions, and at the date, the services are provided. Our conclusions, opinions, and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

CLOSURE

We are pleased to submit our proposal for the detailed design of the proposed Glenpool Wastewater Treatment Plant project in Glenpool, Oklahoma. If you have questions regarding this proposal or require additional information, please contact the undersigned.

Sincerely,

KLEINFELDER, INC.
Certificate of Authorization #7292 Exp. 06/30/25


Supash Bhandari
Staff Professional II


Bruce G. Stegman, PE
Senior Professional

Attachment:
Geotechnical Information Requirements v2

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February 14, 2024

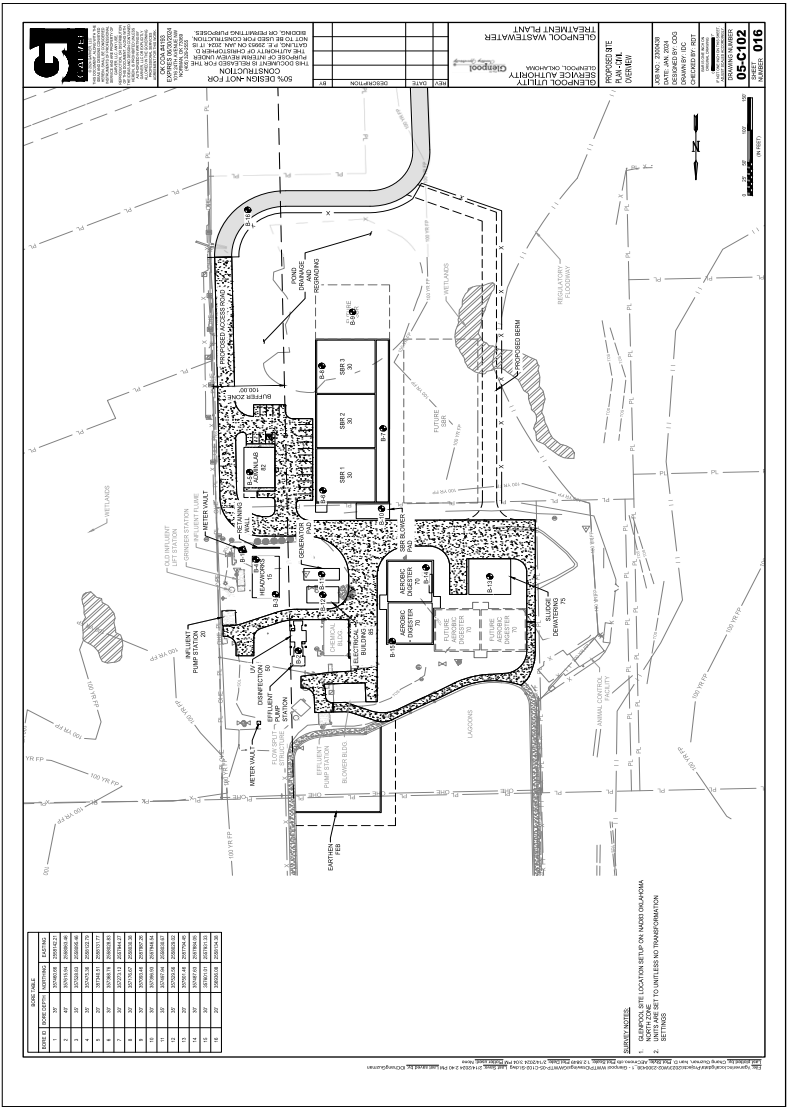
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The geotechnical subconsultant shall perform field work and laboratory testing as required to determine the following:

- Site Access and Boring Layout/Utility Clearance
 - Subconsultant will coordinate public utility locating services prior to starting field work.
 - Borings will be laid out in the field based on a boring layout plan agreed upon by Garver and Subconsultant. Surface elevations at each boring location will be determined by Subconsultant.
 - Access to the site will be provided by Owner and is anticipated to be accessed truck/track-mounted drill rig.
- Field Exploration
 - Subconsultant will perform up to twenty-one (21) borings.
 - Borings are anticipated to be drilled with truck- or track-mounted rotary drill rig using a combination of hollow stem augers and wash boring techniques to advance the boreholes.
 - Sampling in the borings will consist of split-barrel samples (ASTM D1586) in cohesionless soils and hard soils, and Shelby tubes (ASTM D1587) in cohesive soils. Samples will be obtained at 2.5-foot intervals in the top ten (10) feet and five (5) feet intervals thereafter. Groundwater observations will be recorded in the borings during drilling, at the completion of drilling and 24 hours after completion of the drilling.
 - If refusal occurs before specified depth is achieved rock cores are not required as long as subconsultant can give a foundation recommendation. Refusal is defined as Standard Penetration Test (SPT) blow counts of 50 for less than or equal to six (6) inches of penetration.
- Recommendation for foundation design including:
 - Soil Classification
 - Over-excavation required to achieve less than 1" of total settlement. (and ½" of relative settlement).
 - Allowable bearing pressure based on recommended over-excavation.
 - Allowable bearing pressure on undisturbed native soils, if applicable.
 - Mat foundation recommendations, including recommendations for over excavation and backfill.
 - materials
 - Strip footing recommendations
 - Surface pavement design recommendations
 - Deep foundation recommendations
 - Allowable end bearing pressure.
 - Allowable skin friction, gravity, and tension. (uplift)
 - Estimated Soil Modulus of Elasticity
 - Lateral soil pressures (for each type of backfill), for both dry and submerged conditions:

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- At-rest
 - Active
 - Passive
- Expected settlement.
 - Initial
 - Total
- Retaining wall recommendations
 - Coefficient of friction of native and backfill materials.
- Seismic Site Class
- Groundwater elevations
 - At time of boring
 - Piezometer readings, timeframe to be determined.
- Soil corrosivity
- Slope stability of excavations in native soil
- Recommendations for compaction of loose soils
 - Dynamic compaction
 - Aggregate piers
 - Vibrocompaction

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March 4, 2024

To: Chairman and Board of Trustees, Glenpool Utility Services Authority (GUSA)
From: David Agbetunsin, City Engineer
Period: February 1 -29, 2024

WASTEWATER TREATMENT FACILITY PROJECT UPDATE

Wastewater Treatment Plant (WWTP)

The City of Glenpool received direct award of the American Rescue Plan Act (ARPA) grant for a new mechanical wastewater treatment facility (WWTF). The City currently owns and operates a Lagoon System Wastewater Treatment Plant. The proposed project is a 3.0 MGD Sequencing Batch Reactor (SBR) Mechanical Wastewater Treatment Plant (WWTP). The project is in the SW1/4, NW1/4 of Section 11, T17N, R12E, Tulsa County.

Project Program Management Summary

Consultant/Project (PPM)	Program	Manager	Cost to Date	Contact Amount	S2E Engineering PLLC
Task					Progress (%)
Project Administration			46,577.00	198,200.00	24%
Design Consultant Selection Phase			28,488.00	28,488.00	100%
Regulatory Approval/Permits			5,208.66	57,954.00	9%
Public Communication Phase			4,664.12	58,302.00	8%
Detailed Design Phase			33,965.65	101,390.00	34%
Bidding Phase			-	19,251.00	0%
Construction Phase			-	245,291.00	0%
Plant Startup			-	58,541.00	0%
				44,978.00	
New Site Property and Topographic Survey			39,316.22		87%
				26,766.00	
Site Flood Plain Permitting NoRise Analysis			21,110.76		79%
Conditional Letter of Map Revisions (CLOMR), if needed			-	31,316.00	0%
Letter of Map Revisions (LOMR), if needed			-	34,024.00	0%
Environmental Information Document			28,700.00	42,662.00	67%
ARPA Grant Administration Coordination			1,900.00	52,604.00	4%
TOTAL			208,930.41	999,767.00	21%

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Appendix 1 contains invoices corresponding to payments made so far. These invoices align with the agreement established on 05-01-2023 between S2 Engineering PLLC and Glenpool Utility Services for the provision of Project Program Management Services.

Professional Engineering Design

Garver LLC is rendering professional engineering services as per the agreement executed on August 7, 2023. The engineering design is presently underway, and Garver has submitted two (2) preliminary Technical Memoranda (TM) addressing Disinfection and Dewatering Alternatives. Currently, 50% of the design has been submitted by Garver LLC and is undergoing assessment by the Staff. Invoices pertaining to payments made in accordance with this agreement are provided in Appendix 2.

Engineer Consultant	Cost to Date	Contact Amount	Garver LLC
Core Tasks			Progress (%)
Project Management & Admin	2,960.47	74,011.85	4%
Geotechnical Coordination	-	6,115.00	0%
Preliminary Design	510,217.95	927,669.00	55%
Final Design	-	1,238,962.54	0%
Hourly Services	Cost to Date	Contact Amount	Garver LLC
Bidding & Equipment Procurement Services	-	-	-
Construction Administration	-	-	-
Construction Observation	-	-	-
O&M Manual And Startup Training	-	-	-

Geotechnical Services

A detailed design geotechnical engineering study is required to explore and evaluate the subsurface conditions for the proposed project. Kleinfelder is the selected consultant to provide geotechnical engineering study. A total of twenty-one bore sites would be drilled in this evaluation. Subject to GUSA Board approval Kleinfelder would be commencing the geotechnical study in March 2024. The geotechnical study would cost \$35,300.00.

Administrative Fees

OWRB has communicated via email to the City that the OWRB's Administrative fee, which was withheld from the ARPA grant, would be returned to the City for use in the WWTP project. The administrative fees allocated for this project is \$1,760,000.00

Opinion of Probable Construction Cost (OPCC)

Based on the 50% designs, the OPCC is estimated at \$62.5 Million. This is approximately \$24,000,000 overbudget of the allocated construction cost for this project. There is a need for

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additional funding for this project. City Management is evaluating several options for additional funding which would be communicated accordingly.

[Schedule](#)

Below is the schedule for the project.

Updated Phase Description Schedule Date		
Notice to Proceed		August 18, 2023 (Complete)
Technical Memoranda		October 19, 2023 (Complete)
Preliminary Design		January 11, 2024 (Complete)
Preliminary Design Workshop		January 30, 2024 (Complete)
Final Design – 90% and ODEQ Submittal		April 29, 2024
Final Design – 90% Workshop		May 10, 2024
Final Design – 100% Submittal		July 12, 2024
Proposed Bid Opening		August 27, 2024
Finish Construction		September 2026

[Recommendation](#)

This report is for information purposes only.

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APPENDIX 1

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750 SW 24th Street Ste 200
Moore, OK 73160
405-329-2555

www.GarverUSA.com

INVOICE

David Agbetunsin
City of Glenpool, OK
12205 S Yukon Ave
Glenpool, OK 74033

February 17, 2024
Project No : 2300438
Invoice No: 2300438-3

Project: Glenpool Wastewater Treatment Facility Design

Professional Engineering Services through January 26, 2024

	Percent Complete	Contract Amount	Total Billed to Date	Previous Billings	Current Billing
Lump Sum Services					
Task 1 - Project Management & Admin	4%	\$74,011.85	\$2,960.47	\$2,960.47	\$0.00
Task 2 - Geotechnical Coordination	0%	\$6,115.00	\$0.00	\$0.00	\$0.00
Task 3 - Preliminary Design	55%	\$927,669.00	\$510,217.95	\$343,237.53	\$166,980.42
Task 4 - Final Design	0%	\$1,238,962.54	\$0.00	\$0.00	\$0.00
Hourly Services					
Bidding & Equipment Procurement Services		\$126,760.00	\$0.00	\$0.00	\$0.00
Construction Administration		\$642,218.00	\$0.00	\$0.00	\$0.00
Construction Observation		\$665,258.00	\$0.00	\$0.00	\$0.00
O&M Manual and Startup Training		\$127,461.00	\$0.00	\$0.00	\$0.00
Totals		\$3,808,455.39	\$513,178.42	\$346,198.00	\$166,980.42

Total Amount This Invoice \$166,980.42

Outstanding Invoices

2300438-1 \$187,754.16
2300438-2 \$158,443.84

Total Amount Now Due \$513,178.42

Authorized by: _____

Cole Niblett PE
Project Manager

Remit Payment To:

For delivery via regular US postal service:

Garver, LLC
P.O. Box 736556
Dallas, TX 75373-6556

For delivery via overnight courier service:

JPMorgan Chase (TX1-0029)
Attn: Garver, LLC P.O. Box 736556
14800 Frye Road, 2nd Floor
Fort Worth, TX 76155



6100 S Yale Ave, Suite 1300
Tulsa, OK 74136
TEL 918,250.5922
www.GarverUSA.com

Progress Report
Glenpool WWTP Improvements

To: Glenpool Utility Service Authority
From: Cole Niblett, PE
Copies to: Garver File 2300438
Period Ending: January 26, 2024

Please allow us to give a brief progress report of our work on the above referenced project.

Recent Accomplishments

- Submit 50% Design Packet
- Monthly Progress Meetings

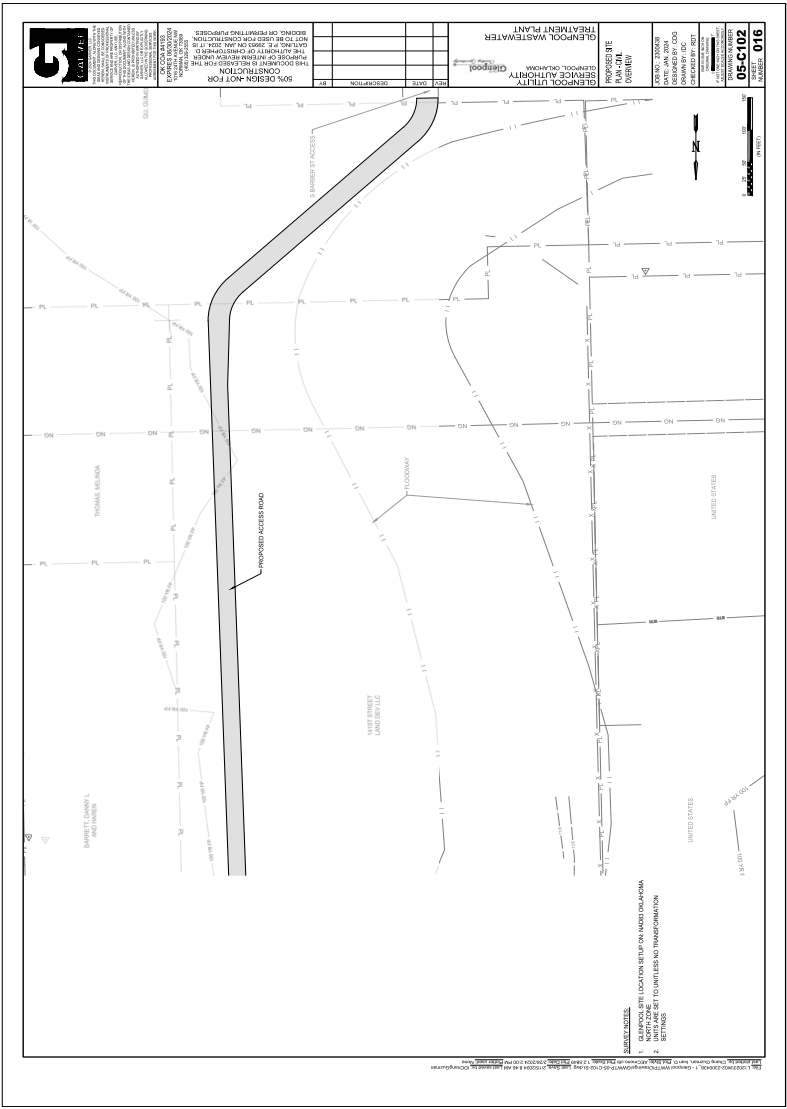
Need from Others

- None

Planned Assignments for Next Reporting Period

- 50% Design Review Workshop
- Begin Working on Final Design

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GUSA - 06 May 2024 Minutes Attachment

GUSA - 01 Apr 2024 Minutes Attachment



MINUTES
GUSA Special Meeting
Monday, March 18, 2024 Council Chambers 6:00 PM

TRUSTEES PRESENT: Joyce Calvert
Tim Fox
Chris Brobst
Jacqueline Triplett-Lund

TRUSTEES ABSENT: Brandon Kearns

STAFF PRESENT: David Tillotson
Susan White
Lesli Smith

STAFF ABSENT:

- A) Call to Order - Joyce G. Calvert, Chair**
Chair Calvert called the special meeting to order at 8:45 p.m.
- B) Roll Call, Declaration of Quorum – Lesli Smith, Secretary; Joyce G. Calvert, Chair**
Lesli Smith called the roll, Chair Calvert declared a quorum present.
Eric Wade Attorney, of Rosenstein, Fist & Ringold was also in attendance.
- C) Trustee Comments**
There were no Trustee comments.
- D) Public Comments**
There were no public comments.
- E) Scheduled Business**
- 1) Discussion and possible action to approve a modification to the deadline in Section 7 of the City Manager Employment Contract, as amended, for the City Council to complete the City Manager's annual evaluation and consider a performance incentive bonus from "not later than the final Council meeting in March" to "not later than April 30" for the current fiscal year (FY2024) only.
(David Tillotson, City Manager)
- Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

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GUSA
March 18, 2024

To approve a modification to the deadline in Section 7 of the City Manager Employment Contract, as amended, for the City Council to complete the City Manager's annual evaluation and consider a performance incentive bonus from "not later than the final Council meeting in March" to "not later than April 30" for the current fiscal year (FY2024) only.

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

CARRIED.

[Modification to Deadline in Section 7 of CM Contract 2024](#)

F) Adjournment

Chair Calvert declared the special meeting adjourned at 8:47 p.m.

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To: Honorable Chairman and Trustees, Glenpool Industrial Development Authority

From: Josh Brannon, Finance Director

Date: April 1, 2024

Re: FY23-24 GUSA Budget Amendment GUSA-03

Background:

The attached budget amendment requests an increase to the GUSA FY23-24 revenue budget for Insurance Reimbursements and an increase to the GUSA expenditure budget for Vehicle Repair & Maintenance to appropriate insurance claim proceeds in the amount of \$1,926.00.

Staff Recommendation:

Staff recommends approval of Budget Amendment GUSA-03, increasing revenue account 02-5-00-5362 (Insurance Reimbursements) by \$1,926.00, and increasing expenditure account 02-6-16-6271 (Vehicle Repairs & Maintenance) by \$1,926.00.

Attachments:

Budget Amendment Form GUSA-03.

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;
Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Triplett-Lund, Ward 4
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Leslie Smith
www.glenpoolonline.com

City of Glenpool
Budget Amendment

Fiscal Year: 2023 - 2024
Amendment No: GUSA-03
Date Requested: 4/1/2023

Revenue:					Expense:						
	Fund	Account Number	Acct Name	Increase / (Decrease)	New Budget Amount		Fund	Account Number	Acct Name	Increase / (Decrease)	New Budget Amount
1	02	5-00-5362	Insurance Reimbursements	\$ 1,926	\$ 1,926		02	6-16-6271	Vehicle Repairs	\$ 1,926	\$ 16,926
2											
3											
4											
5											
6											
8											
9											
10											
11											
12											
13											
14											
			Total	\$ 1,926.00	\$ 1,926.00				Total	\$ 1,926.00	\$ 16,926.00

Notes:
Lines 1: OMAG insurance reimbursement for 2023 Chevrolet Silverado truck

Approved by the Glenpool Utility Service Authority

Chair _____ Date _____

GUSA - 06 May 2024 Minutes Attachment

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To: Mayor and Council
GUSA Chair and Board of Trustees

From: David Tillotson, City Manager

Date: March 27, 2024

Re: Approval of Resolution #2024003 and #2024001GUSA

Background:

As staff has discussed with Council and GUSA over the past couple of months, the City through GUSA will need to supplement the \$44 million ARPA grant that was awarded to GUSA to fully fund the almost \$63 million estimated cost. As such, we are making application to the Oklahoma Water Resources Board (OWRB) for \$35 million in low interest loans through the Clean Water SRF program (CWSRF). The loans will be issued as bonds sold to OWRB for the benefit of GUSA. As part of this application process, the City and GUSA are both required to approve resolutions relating to this indebtedness, to pledge sales tax, approve a loan agreement, promissory note, and other provisions. GUSA's bond Counsel, John Weidman, will be present to speak about this issue and answer questions pertaining to the resolutions.

I realize you may have some questions about why we are applying to borrow \$35 million when we only need \$19 million to fund the current project estimate. The CWSRF program acts similarly to a construction loan in that we only pay back the money we draw down to pay for our construction project. We believe it is prudent to estimate in the extreme high end when making this application in the event construction prices increase again between today and when the project is bid. If we don't use all the funds we are approved for, then those funds won't be part of the note when the loan is finalized. This also means that we won't need to go back to OWRB and request additional funds through a second application should bids come in higher than expected.

Staff Recommendation:

Staff recommends approval of:

- Resolution 2024003, a Resolution relating to the incurring of indebtedness by the Trustees of the Glenpool Utility Services Authority in an aggregate principal amount of not to exceed thirty-five million and no/100s dollars (\$35,000,000.00), approving a sales tax agreement and other documents as may be necessary or required and declaring an emergency; and
- Resolution 2024001GUSA, a resolution authorizing the issuance of not to exceed \$35,000,000.00 the Glenpool Utility Services Authority Clean Water SRF promissory note, series 2024; approving a loan agreement, promissory note, mortgage, sales tax agreement, and security agreement; and authorizing such other documents and agreements as may be necessary or required; authorizing

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;
Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Lesli Smith
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the sale of the note to the Oklahoma Water Resources Board and containing other provisions relating thereto.

Attachments:

- Resolution No. 2024003
- Resolution No. 2024001GUSA

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;
Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Leslie Smith
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RESOLUTION NO. 2024003

A RESOLUTION RELATING TO THE INCURRING OF INDEBTEDNESS BY THE TRUSTEES OF THE GLENPOOL UTILITY SERVICES AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THIRTY FIVE MILLION AND NO/100S DOLLARS (\$35,000,000.00), APPROVING A SALES TAX AGREEMENT AND OTHER DOCUMENTS AS MAY BE NECESSARY OR REQUIRED AND DECLARING AN EMERGENCY.

WHEREAS, The Glenpool Utility Services Authority (the "Authority") was created by a Declaration of Trust dated as of June 12, 1967, as amended (the "Trust Indenture"), for the use and benefit of the City of Glenpool, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176 to 180.3, inclusive, as amended and supplemented, and other applicable statutes of the State of Oklahoma; and

WHEREAS, the Authority has determined that, in order to provide funds for making necessary improvements to the wastewater treatment system leased to the Authority by the City, it will issue its Clean Water SRF Promissory Note, Series 2024 (the "Note"), in the aggregate principal amount of not to exceed \$35,000,000.00; and

WHEREAS, there has been presented to this meeting a form of Sales Tax Agreement by and between the Authority and the City providing for the appropriation of certain sales tax to the payment of the Note on a year to year basis as provided therein.

BE IT RESOLVED BY THE CITY OF GLENPOOL, OKLAHOMA:

Section 1. The incurring of indebtedness by the Trustees of The Glenpool Utility Services Authority in the aggregate principal amount of not to exceed \$35,000,000.00 to be evidenced by the Note of the Authority is hereby approved by the Council of the City of Glenpool, Oklahoma, the governing body of said City.

Section 2. The form of Sales Tax Agreement is hereby approved and the Mayor is hereby authorized and directed to execute and deliver in the name and on behalf of the City the Sales Tax Agreement and all other documents, closing papers, certificates and such other documents as are necessary to accomplish the transactions contemplated thereby.

Section 3. The signatures of the officers of the City appearing on the Sales Tax Agreement and such other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval thereof and of their authority to execute and deliver such agreements and documents on behalf of the City.

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Section 4. The Chairman of the Council and City Clerk of the City be, and they hereby are, authorized and empowered for and on behalf of the City, to execute and deliver such further agreements and documents and take such action as such officer or officers may deem necessary or desirable in order to accomplish the issuance of the Note.

Section 5. By reason of the urgent need to provide permanent funding for certain public improvements, facilities and services relating to the waste water collection, treatment, transportation and disposal system leased to the Authority by the City, and for the furtherance and preservation of the public peace, health, safety and welfare of the City and the inhabitants thereof, an emergency is declared to exist for reason whereof this Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED AND PASSED this 1st day of April, 2024.

Joyce G. Calvert, Mayor

ATTEST:

Lesli Smith, City Clerk

(SEAL)

APPROVED AS TO FORM:

Scott Major, City Attorney

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RESOLUTION NO. 2024001GUSA

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$35,000,000.00 THE GLENPOOL UTILITY SERVICES AUTHORITY CLEAN WATER SRF PROMISSORY NOTE, SERIES 2024; APPROVING A LOAN AGREEMENT, PROMISSORY NOTE, MORTGAGE, SALES TAX AGREEMENT AND SECURITY AGREEMENT; AND AUTHORIZING SUCH OTHER DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY OR REQUIRED; AUTHORIZING THE SALE OF THE NOTE TO THE OKLAHOMA WATER RESOURCES BOARD AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Authority was created by a Declaration of Trust dated as of June 12, 1967, as amended (the "Trust Indenture"), for the use and benefit of the City of Glenpool, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176 to 180.3, inclusive, as amended and supplemented, and other applicable statutes of the State of Oklahoma; and

WHEREAS, the Authority has determined that, in order to provide funds for making necessary improvements to the wastewater treatment system leased to the Authority by the City, it will issue its Clean Water SRF Promissory Note, Series 2024 (the "Note"), in the aggregate principal amount of not to exceed \$35,000,000.00; and

WHEREAS, the Authority has determined in connection with the issuance of the Note that Hilborne & Weidman, a professional corporation (the "Bond Counsel"), provide necessary bond counsel services to the Authority in connection with the issuance of the Note; and

WHEREAS, there has been presented to this meeting a form of Loan Agreement, Note, Mortgage, Sales Tax Agreement and Security Agreement (collectively the "Loan Documents"), authorizing and providing for the issuance of and security for the Note.

BE IT RESOLVED BY THE TRUSTEES OF THE GLENPOOL UTILITY SERVICES AUTHORITY:

Section 1. The general counsel, Bond Counsel and the staff of the Authority are hereby authorized and directed to prepare all documents and instruments necessary or convenient for the application for loan to the Oklahoma Water Resources Board and for the sale, issuance and delivery of the Note.

Section 2. The forms of Loan Documents presented to this meeting be, and hereby are approved, and the Chairman or Vice Chairman of Trustees and the Secretary or any Assistant Secretary of Trustees of the Authority be, and they hereby are, authorized, directed and empowered to execute and deliver in the name of the Authority the Loan Documents and other documents and

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GUSA - 01 Apr 2024 Minutes Attachment

agreements in said forms and containing substantially the terms and provisions as shall be approved by the officers executing the Loan Documents and other documents and agreements, the execution thereof by such officers being conclusive evidence of such approval, and to execute and deliver in the name and on behalf of the Authority all documents, closing papers, certificates and such other documents as are necessary to accomplish the issuance and sale of the Note.

Section 3. The signatures of the officers of the Authority appearing on the Loan Documents and documents and other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval thereof and of their authority to execute and deliver such agreements and documents on behalf of the Authority.

Section 4. The Chairman or Vice Chairman of Trustees and the Secretary or any Assistant Secretary of Trustees of the Authority be, and they hereby are, authorized and empowered for and on behalf of the Authority, to execute and deliver such further agreements and documents and to take such action as such officer or officers may deem necessary or desirable in order to carry out and perform the Loan Documents and any contracts, documents, or instruments executed and delivered in connection with the issuance of the Note, and to effect the purposes thereof and to consummate the transactions contemplated thereby.

Section 5. It is hereby determined to be necessary and in the best interest of the trust estate that the Note be issued in the aggregate principal amount of not to exceed \$35,000,000.00, the exact principal amount thereof, the maturity date thereof, not to exceed thirty (30) years, and the average rate of interest thereon, not to exceed 4.00% per annum, to be determined by the Chairman or Vice Chairman of Trustees of the Authority as set forth in the Note. It is further hereby determined to be necessary and in the best interest of the trust estate that the Note be issued and sold to the OWRB at a price equal to one hundred percent (100%) of the principal amount thereof and the issuance and sale of the Note is hereby specifically approved.

ADOPTED the 1st day of April, 2024.

Joyce G. Calvert, Chairman of Trustees

ATTEST:

Lesli Smith, Secretary of Trustees

(SEAL)

GUSA - 06 May 2024 Minutes Attachment

GUSA - 01 Apr 2024 Minutes Attachment

Approved as to Form:

Scott Major, Authority Counsel

GUSA - 06 May 2024 Minutes Attachment

GUSA - 01 Apr 2024 Minutes Attachment

April 1, 2024

To: Chairman and Board of Trustees, Glenpool Utility Services Authority (GUSA)
From: David Agbetunsin, CityEngineer
Period: March 1 -31 2024

WASTEWATER TREATMENT FACILITY PROJECT UPDATE

Wastewater Treatment Plant (WWTP)

The City of Glenpool received direct award of the American Rescue Plan Act (ARPA) grant for a new mechanical wastewater treatment facility (WWTF). The City currently owns and operates a Lagoon System Wastewater Treatment Plant. The proposed project is a 3.0 MGD Sequencing Batch Reactor (SBR) Mechanical Wastewater Treatment Plant (WWTP). The project is in the SW1/4, NW1/4 of Section 11, T17N, R12E, Tulsa County.

Project Program Management Summary

Consultant/Project (PPM)	Program	Manager	Cost to Date	Contact Amount	S2E Engineering PLLC
Task					Progress (%)
Project Administration			46,577.00	198,200.00	29%
Design Consultant Selection Phase			28,488.00	28,488.00	100%
Regulatory Approval/Permits			5,208.66	57,954.00	9%
Public Communication Phase			5,830.16	58,302.00	10%
Detailed Design Phase			43,597.70	101,390.00	43%
Bidding Phase			-	19,251.00	0%
Construction Phase			-	245,291.00	0%
Plant Startup			-	58,541.00	0%
New Site Property and Topographic Survey			39,316.22	44,978.00	87%
Site Flood Plain Permitting NoRise Analysis			21,410.76	26,766.00	80%
Conditional Letter of Map Revisions (CLOMR), if needed			-	31,316.00	0%
Letter of Map Revisions (LOMR), if needed			-	34,024.00	0%
Environmental Information Document			28,700.00	42,662.00	67%
ARPA Grant Administration Coordination			2,700.00	52,604.00	5%
TOTAL			231,738.50	999,767.00	23%

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Page 79 of 132

GUSA - 06 May 2024 Minutes Attachment

GUSA - 01 Apr 2024 Minutes Attachment

Appendix 1 contains invoices corresponding to payments made so far. These invoices align with the agreement established on 05-01-2023 between S2 Engineering PLLC and Glenpool Utility Services for the provision of Project Program Management Services.

Professional Engineering Design

Garver LLC is rendering professional engineering services as per the agreement executed on August 7, 2023. The engineering design is presently underway, and Garver has submitted two (2) preliminary Technical Memoranda (TM) addressing Disinfection and Dewatering Alternatives. Currently, 50% of the design has been submitted by Garver LLC and is undergoing assessment by the Staff. Invoices pertaining to payments made in accordance with this agreement are provided in Appendix 2.

Engineer Consultant	Cost to Date	Contact Amount	Garver LLC
Core Tasks			Progress (%)
Project Management & Admin	4,440.71	74,011.85	6%
Geotechnical Coordination	661.50	6,115.00	10%
Preliminary Design	881,285.55	927,669.00	95%
Final Design	-	1,238,962.54	0%
Hourly Services	Cost to Date	Contact Amount	Garver LLC Progress (%)
Bidding & Equipment Procurement Services	-	126,760.00	-
Construction Administration	-	642,218.00	-
Construction Observation	-	665,258.40	-
O&M Manual And Startup Training	-	127,461.00	-
TOTAL	886,337.76	3,808,455.79	23.2%

Geotechnical Services

A detailed design geotechnical engineering study is required to explore and evaluate the subsurface conditions for the proposed project. Kleinfelder is the selected consultant to provide geotechnical engineering study. Twenty-one bore sites would be drilled in this evaluation. Subject to GUSA Board approval Kleinfelder would be commencing the geotechnical study in March 2024. The geotechnical study costs \$35,300.00. *(This task is underway)*

Administrative Fees

OWRB has communicated via email to the City that the OWRB's Administrative fee, which was withheld from the ARPA grant, would be returned to the City for use in the WWTP project. The administrative fees allocated for this project is \$1,760,000.00

Opinion of Probable Construction Cost (OPCC)

Based on the 50% designs, the OPCC is estimated at \$62.5 Million. This is approximately

GUSA - 06 May 2024 Minutes Attachment

GUSA - 01 Apr 2024 Minutes Attachment

\$24,000,000 overbudget of the allocated construction cost for this project. There is a need for additional funding for this project. City Management is evaluating several options for additional funding which would be communicated accordingly.

Clean Water State Revolving Fund (CWSRF)

The Clean Water State Revolving Fund is a low-interest loan program that assists communities with wastewater and pollution control projects. Staff will apply for the Clean Water State Revolving Fund (CWSRF) for the excess project funds. Staff is applying for \$35,000,000.00 in CWSRF. The unutilized funds would be de-obligated.

Schedule

Below is the schedule for the project.

Updated Phase Description Schedule Date	
Notice to Proceed	August 18, 2023 (Complete)
Technical Memoranda	October 19, 2023 (Complete)
Preliminary Design	January 11, 2024 (Complete)
Preliminary Design Workshop	January 30, 2024 (Complete)
Final Design – 90% and ODEQ Submittal	April 29, 2024
Final Design – 90% Workshop	May 10, 2024
Final Design – 100% Submittal	July 12, 2024
Proposed Bid Opening	August 27, 2024
Finish Construction	September 2026

Recommendation

This report is for information purposes only.

APPENDIX 1

GUSA - 06 May 2024 Minutes Attachment

GUSA - 01 Apr 2024 Minutes Attachment



Invoice

Date	Invoice #
3/3/2024	06-1172

Bill To
Mr. David Agbetunsin City Engineer, City Of Glenpool 12205 S. Yukon Ave. Glenpool, OK 74033

Service Start Date : May 1, 2023	
P.O. No.	
Period Ending	1/31/2024

GLENPOOL WASTEWATER TREATMENT FACILITIES PROJECT PROGRAM MANAGEMENT SERVICES

Agreement Reference: GUSA / May 1, 2023

Core Task Description	(%) Billed	LS Fee	Amount Billed
Core Task A: Project Administration	0.05	198,200.00	9,910.00
Core Task C: Regulatory Approval/Permits	0.04	57,954.00	2,318.16
Core Task D: Public Communication Phase	0.02	58,302.00	1,166.04
Core Task E: Detailed Design Phase	0.095	101,390.00	9,632.05
Total			\$23,026.25

CORE TASKS FEE SUMMARY	
Core Tasks Lump Sum Fee	\$767,415.00
Billed To Date	\$141,929.68
Amount Remaining	\$625,485.32

Balance Due (This Invoice) \$23,026.25

Client Total Balance \$23,026.25

GUSA - 06 May 2024 Minutes Attachment

GUSA - 01 Apr 2024 Minutes Attachment



Invoice

Date	Invoice #
3/3/2024	06-1173

Bill To
Mr. David Agbetunsin City Engineer, City Of Glenpool 12205 S. Yukon Ave. Glenpool, OK 74033

Service Start Date : May 1, 2023	
P.O. No.	
Period Ending	1/31/2024

GLENPOOL WASTEWATER TREATMENT FACILITIES PROJECT PROGRAM MANAGEMENT SERVICES TARGETED TASKS Agreement Reference: GUSA / May 1, 2023
--

Targeted Task Description	Hours / Qty	Bill Rate	Amount Billed
ARPA Funds Administration & Coordination with OWRB-Principal No Rise Flood Plain Certification-Follow-up and Coordination-Principal	4	200.00	800.00
	1.5	200.00	300.00
Total			\$1,100.00

TARGETED TASKS FEE SUMMARY	
Targeted Tasks NTE Fee	\$232,350.00
Billed To Date	\$92,126.98
Amount Remaining	\$140,223.02

Balance Due (This Invoice)	\$1,100.00
----------------------------	------------

Please mail payments to:
S2 Engineering, PLLC
P.O. Box 2347
Broken Arrow, OK 74013

For questions, contact:
(918) 519-8081

GUSA - 06 May 2024 Minutes Attachment

GUSA - 01 Apr 2024 Minutes Attachment



750 SW 24th Street Ste 200
Moore, OK 73160
405-329-2555

www.GarverUSA.com

INVOICE

David Agbetunsin
City of Glenpool, OK
12205 S Yukon Ave
Glenpool, OK 74033

March 20, 2024
Project No : 2300438
Invoice No: 2300438-4

Project: Glenpool Wastewater Treatment Facility Design

Professional Engineering Services through February 23, 2024

	Percent Complete	Contract Amount	Total Billed to Date	Previous Billings	Current Billing
Lump Sum Services					
Task 1- Project Management & Admin	6%	\$74,011.85	\$4,440.71	\$2,960.47	\$1,480.24
Task 2 - Geotechnical Coordination	10%	\$6,115.00	\$611.50	\$0.00	\$611.50
Task 3 - Preliminary Design	95%	\$927,669.00	\$881,285.55	\$510,217.95	\$371,067.60
Task 4 - Final Design	0%	\$1,238,962.54	\$0.00	\$0.00	\$0.00
Hourly Services					
Bidding & Equipment Procurement Services		\$126,760.00	\$0.00	\$0.00	\$0.00
Construction Administration		\$642,218.00	\$0.00	\$0.00	\$0.00
Construction Observation		\$665,258.00	\$0.00	\$0.00	\$0.00
O&M Manual and Startup Training		\$127,461.00	\$0.00	\$0.00	\$0.00
Totals		\$3,808,455.39	\$886,337.76	\$513,178.42	\$373,159.34

Total Amount This Invoice \$373,159.34

Authorized by: _____

Cole Niblett PE
Project Manager

Remit Payment To:

For delivery via regular US postal service:
Garver, LLC
P.O. Box 736556
Dallas, TX 75373-6556

For delivery via overnight courier service:
JPMorgan Chase (TX1-0029)
Attn: Garver, LLC P.O. Box 736556
14800 Frye Road, 2nd Floor
Fort Worth, TX 76155

GUSA - 06 May 2024 Minutes Attachment

GUSA - 01 Apr 2024 Minutes Attachment



6100 S Yale Ave, Suite 1300
Tulsa, OK 74136
TEL 918.250.5922
www.GarverUSA.com

Progress Report Glenpool WWTP Improvements

To: Glenpool Utility Service Authority
From: Cole Niblett, PE
Copies to: Garver File 2300438
Period Ending: February 23, 2024

Please allow us to give a brief progress report of our work on the above referenced project.

Recent Accomplishments

- 50% Design Review Workshop
- OPCC Discussion Workshop
- Addressing Comments from 50% Design Review
- Begin Working on Final Design
- Monthly Progress Meetings

Need from Others

- None

Planned Assignments for Next Reporting Period

- Continue Working on Final Design
- ODEQ Detailed Design Review Meeting
- WWTP Effluent Force Main Assessment
- SCADA Workshop

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Page 86 of 132



To: Honorable Chair and Trustees, Glenpool Utility Services Authority

From: Josh Brannon, Finance Director

Date: May 6, 2024

Re: FY23-24 GUSA Budget Amendment GUSA-04

Background:

The requested budget amendment is to appropriate a portion of interest income to account for investment expenses incurred in generating such income during FY23-24.

Staff Recommendation:

Staff recommends approval of Budget Amendments GUSA-04, increasing revenue account 02-5-00-5301 (Interest Income) by \$9,259.00, and increasing expenditure account 02-6-01-6283 (Investment Expenses) by \$9,259.00.

Attachments:

Budget Amendment Form GUSA-04.

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Triplett-Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Leslie Smith

www.glenpoolonline.com

**Glenpool Utility Services Authority
Budget Amendment**

Fiscal Year: 2023 - 2024
Amendment No: GUSA-04
Date Requested: 5/6/2024

	Revenue:						Expense:					
	Fund	Account Number	Account Name	Current Budget	Increase / (Decrease)	Revised Budget	Fund	Account Number	Account Name	Current Budget	Increase / (Decrease)	Revised Budget
1	02	5-00-5301	Interest Income	\$ 100,000.00	\$ 9,259.00	\$ 109,259.00	02	6-01-6283	Investment Expenses	\$ -	\$ 9,259.00	\$ 9,259.00
2												
3												
4												
5												
6												
8												
9												
10												
11												
12												
13												
14												
			Total		\$ 9,259.00				Total		\$ 9,259.00	

Notes:
Lines 1: Appropriation of a portion of Interest Income to account for Investment Expenses incurred in generating such income

Approved by the Glenpool Utility Services Authority

Chair

Date



To: Chairman and Board of Trustees, Glenpool Utility Services Authority
From: David Agbetunsin, City Engineer
Date: May 6, 2024

Re: Discussion and possible action to approve, modify or deny submitting the construction permit application to the Oklahoma Department of Environmental Quality

Background:

The Oklahoma Department of Environmental Quality (ODEQ) is responsible for reviewing and issuing the permit for the construction of Wastewater Treatment Facilities (WWTF) in the State of Oklahoma. The WWTF design is at 90% completion, and the design plans are ready for ODEQ review for the issuance of a construction permit.

Attached to this report is DEQ Form 583-B, the Application for Permit to Construct Water Pollution Control for GUSA Boards action. Due to the size of the submittal, the documents will not be attached to this staff report. They are available for viewing at the office of the City Engineer.

Staff Recommendation:

Staff recommend authorizing the submission of the construction permit application to the Oklahoma Department of Environmental Quality.

Attachments:

- Form 583-B Application for Permit to Construct Water Pollution Control.

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;
Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Lesli Smith
www.glenpoolonline.com

GUSA - 06 May 2024 Minutes Attachment



Oklahoma Department of Environmental Quality
Water Quality Division | (405) 702-8100
707 N. Robinson, OKC, OK 73102-6010
P.O. Box 1677, OKC, OK 73101-1677

Check type(s) of
Construction Proposed

- ☐ Water Wells
☐ Waterlines
☐ Water Treatment
☐ Sanitary Sewer
☒ Wastewater Treatment
☐ Water Reuse

DEQ Form 583-B | July 2013

**Application for Permit to Construct Water Pollution Control
or Public Water Supply Facilities and/or Supply Potable Water**

A. Supply Potable Water: Date: _____, 20__ ONLY complete if construction is for potable water supply other than applicant 1. Applicant: _____ 2. PWS ID #: _____ 3. Phone #: _____ 4. Email: _____ 5. Purchaser: _____	B. Supply Reclaimed Water: Date: _____, 20__ ONLY complete if construction is for reclaimed water other than supplier 1. Supplier: _____ 2. S-#: R: _____ 3. Phone #: _____ 4. Email: _____ 5. User: _____ 6. Category: _____ (Attach Forms 627-WRP and 627 LAP if applicable)																											
C. Construction Facilities: Date: April 30, 20__ 1. Applicant: Glenpool Utility Service Authority 2. S-# or PWSID #: 20430 3. Phone #: 918.209.4613 Email: dagbetunsin@cityofglenpool.com 4. Engineer's Email: MCNiblett@GarverUSA.com Phone #: 405.329.2555 Fax #: _____ 5. Construction Proposal: Wastewater Treatment 6. Serves: 13,691 7. Legal Description: Quarter ____/4 SW ____/4 NW ____/4 Section <u>11</u> Township <u>17</u> N Range <u>12</u> E County <u>Tulsa</u> Quarter ____/4 NW ____/4 SW ____/4 Section <u>11</u> Township <u>17</u> N Range <u>12</u> E County <u>Tulsa</u>																												
D. Fee: Enclosed is a check or money order (no cash) in the amount of \$ 7066.72. (Make checks and money orders payable to the Oklahoma Department of Environmental Quality, Water Quality Division). If exempt from permit fees provide the Oklahoma Water Resources Board REAP Grant No. _____ and/or Emergency Grant No. _____.																												
E. In making this application, the applicant certifies and states the following: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 10%; text-align: center;">Yes</th> <th style="width: 10%; text-align: center;">No</th> </tr> </thead> <tbody> <tr> <td>1. The applicant has been supplied with copies of all rules and standards promulgated by the Oklahoma Department of Environmental Quality for the construction and operation of the facility in question.</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>2. To the best of the knowledge and belief of the applicant the plans, specifications, and engineering report comply with the requirements of the aforementioned rules and standards.</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>3. The applicant agrees to provide inspection and be responsible for the construction and operation of the facility in accordance with the aforementioned rules and standards, and in accordance with state law agrees that the Oklahoma Department of Environmental Quality shall have access to the facility at any time during and after construction for the purpose of inspection for compliance with the provisions of the Environmental Code, 27A O.S. § 2-1-101 and following et seq.</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>4. The applicant intends to own and operate the facility after construction is completed. If "No," provide information on responsibility for operation.</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>5. The applicant is holder of or will obtain a deed or easement to the land upon which construction is planned. If "No," explain. _____</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>6. The land upon which construction is planned is within the corporate limits of a municipality. If "Yes," application should be executed by authorized agent of the municipality. If "Yes" and applicant is other than a municipality, PRIVATE APPLICANT WITHIN MUNICIPALITY section must be completed.</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>7. The wastewater is treated by an on-site sewage disposal systems. If "No," the entity receiving, transporting, or treating the wastewater generated by the area is the applicant. If "No," the RECEIVE, TRANSPORT, OR TREAT section must be completed for sanitary sewer projects.</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>8. All local zoning and other ordinances of public entities having jurisdiction concerning the construction of the proposed improvements have been satisfied. If "No" explain. _____</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> </tbody> </table>			Yes	No	1. The applicant has been supplied with copies of all rules and standards promulgated by the Oklahoma Department of Environmental Quality for the construction and operation of the facility in question.	☒	☐	2. To the best of the knowledge and belief of the applicant the plans, specifications, and engineering report comply with the requirements of the aforementioned rules and standards.	☒	☐	3. The applicant agrees to provide inspection and be responsible for the construction and operation of the facility in accordance with the aforementioned rules and standards, and in accordance with state law agrees that the Oklahoma Department of Environmental Quality shall have access to the facility at any time during and after construction for the purpose of inspection for compliance with the provisions of the Environmental Code, 27A O.S. § 2-1-101 and following et seq.	☒	☐	4. The applicant intends to own and operate the facility after construction is completed. If "No," provide information on responsibility for operation.	☒	☐	5. The applicant is holder of or will obtain a deed or easement to the land upon which construction is planned. If "No," explain. _____	☒	☐	6. The land upon which construction is planned is within the corporate limits of a municipality. If "Yes," application should be executed by authorized agent of the municipality. If "Yes" and applicant is other than a municipality, PRIVATE APPLICANT WITHIN MUNICIPALITY section must be completed.	☒	☐	7. The wastewater is treated by an on-site sewage disposal systems. If "No," the entity receiving, transporting, or treating the wastewater generated by the area is the applicant. If "No," the RECEIVE, TRANSPORT, OR TREAT section must be completed for sanitary sewer projects.	☒	☐	8. All local zoning and other ordinances of public entities having jurisdiction concerning the construction of the proposed improvements have been satisfied. If "No" explain. _____	☒	☐
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GUSA - 06 May 2024 Minutes Attachment

F. Funding Source(s) - Check the following source(s) that will be used to fund this construction project:

- | | |
|--|--|
| ☐ Oklahoma Department of Environmental Quality | ☐ Oklahoma Department of Commerce |
| ☐ Drinking Water State Revolving Fund (DWSRF) | ☐ Community Development Block Grant (CDBG) |
| ☐ Oklahoma Water Resources Board | ☐ U.S. Department of Agriculture (USDA-RD) |
| ☒ Clean Water State Revolving Fund (CWSRF) | ☐ Council of Government (COG) |
| ☐ Rural Economic Action Plan Grant (REAP) | ☐ Local Funds |
| ☐ Emergency Grant | ☒ Other Funding Sources: <u>ARPA</u> |
| ☐ State Revenue Bond Program (FAP) | |

Applicant Signature or Private Applicant Within Municipality

- Note:**
1. Application must be signed by the chief elective or executive officer of the applicant, or by the applicant himself if a sole proprietorship. Information must be legible.
 2. To be completed if proposed construction lies within the boundaries of a municipality or other responsible public entity and is to be owned, operated, and maintained by a private entity.

_____, hereby indicates awareness and approval of the proposed construction within its jurisdiction boundaries of the facilities address by this application. The concept plans, and specifications have been reviewed and are approved in accordance with this entities rules, regulations, laws, and ordinances, where applicable.

Signature (1)

Glenpool Utility Services Authority

Name of Organization (Print or Type)

Joyce Calvert

Name of Authorized Signature (Print or Type)

12205 S. Yukon Ave Glenpool OK 74033

Street Address (Print or Type)

Mayor

Title

Glenpool OK 74033

City/State/Zip Code

Lesli Smith

Notary Public/Corporate Secretary/City Clerk

Private Entity Signature (1) or (2)

Name of Organization (Print or Type)

Name of Authorized Signature (Print or Type)

Street Address (Print or Type)

Title

City/State/Zip Code

Notary Public/Corporate Secretary/City Clerk

NOTARY SEAL

NOTARY SEAL

Receive, Transport, or Treat

- Note:** To be completed if proposed construction involves receiving, transporting, or treating wastewater by an entity other than the applicant.

_____, facility ID No. S-_____, hereby agrees to receive transport, and treat the wastewater generated from the area serviced by the proposed construction of this application. It further states that this entity's facilities have sufficient capacity to provide this service and are permitted under the rules and regulations of the Department of Environmental Quality.

Signature

Title

Mailing Address

City/State/Zip Code

Notary Public/Corporate Secretary/City Clerk

Name of Authorized Signature

Name of Organization

NOTARY SEAL

DEQ Form 583-B
July 2013



To: Mayor and Council

From: David Tillotson, City Manager

Date: April 30, 2024

Re: Benefits Renewal for FY24-25

Background:

The City continues to utilize an Employee Benefits Committee whose purpose is threefold: 1) to annually review the City's benefits package and make recommendations to me regarding any changes they would like to see in the benefit offered; 2) annually review the benefit pricing packages presented by our brokers, Relation Insurance, and make recommendations on the plans being considered; and 3) to act as another level of communication with the larger employee body regarding the benefit options available and those being considered. After meeting with Relation Insurance, the Benefits Committee voted to recommend the comprehensive benefits package you see before you. I agree with their recommendation and believe it represents a good choice for our employees.

I want to commend the employees who served on this committee for the time, effort, and professionalism they exhibited during this process.

Staff Recommendation:

Staff recommends the following benefits:

- Health – Community Care, Renewal at 6% increase
- GAP – American Public Life, Renewal at 0% increase
- Teledoc – Employee Voluntary Plan, Renew with 0% increase
- Dental – Guardian J1 Choice, Renewal at 0% increase
- Vision – BEAM, Renewal at 9% increase
- Life – Standard Life, Renewal at 0% increase

Attachments:

- Relation Insurance Rate Sheets

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Lesli Smith

www.glenpoolonline.com



Employee Benefits Marketing Analysis

City of Glenpool

Proposed effective date July 01, 2024



City of Glenpool
Medical Plan Analysis
July 1, 2024

Carrier		Current / Renewal		Revised Renewal	
Plan Name		CommunityCare IP8 CR17		CommunityCare IP8 CR17	
Benefits		In-Network	Out-of-Network	In-Network	Out-of-Network
Network		CCOK Select HMO		CCOK Select HMO	
Deductible					
Individual		\$5,000	Emergency Only	\$5,000	Emergency Only
Family		\$10,000		\$10,000	
Coinsurance		100%		100%	
Out-of-Pocket Maximum					
Individual		\$6,250	Emergency Only	\$6,250	Emergency Only
Family		\$12,500		\$12,500	
Professional Services					
Office Visit			Emergency Only		Emergency Only
PCP		\$35		\$35	
Specialist		\$60		\$60	
Lab & X-Ray		10%		10%	
Diagnostic Imaging		\$750		\$750	
Hospital Services					
Inpatient Hospital		\$250/day, to max of \$1,000 AD	Emergency Only	\$250/day, to max of \$1,000 AD	Emergency Only
Outpatient Hospital		\$200 AD		\$200 AD	
Emergency Services					
Urgent Care		\$50	Emergency Only	\$50	Emergency Only
Emergency Room		\$150 AD		\$150 AD	
Prescription Drugs					
Pharmacy Copays		\$0 / \$15 / \$40 / \$70 / \$160		\$0 / \$15 / \$40 / \$70 / \$160	
Mail-Order		2 X Retail		2 X Retail	
Additional Information					
Rates		Current	Renewal		
Employee Only	46	\$479.60	\$525.16	\$508.38	
Employee + Spouse	12	\$1,007.25	\$1,102.94	\$1,067.69	
Employee + Child(ren)	13	\$863.86	\$945.93	\$915.69	
Family	28	\$1,439.68	\$1,576.45	\$1,526.06	
Estimated Monthly Premium		\$85,689.82	\$93,830.33	\$90,831.41	
Estimated Annual Premium		\$1,028,277.84	\$1,125,963.96	\$1,089,976.92	
% Change from Current		9.5%		6.0%	
\$ Change from Current		\$97,686		\$61,699	

City of Glenpool

GAP Plan Analysis

July 1, 2024

Carrier		Current / Renewal	
Plan Name		MedLink 6	
Inpatient Benefit		\$5,000 GAP Plan	
Individual		\$5,000	
Family		\$10,000	
Outpatient Benefit		Combined benefit \$5,000/\$10,000	
Individual		\$4,500	
Family		\$9,000	
Benefit Notes		\$500 OP deductible	
Additional Outpatient Riders			
Cancer Outpatient		Included	
Independent Lab		Included	
Durable Medical Equipment		Included	
Rates <55			
Employee Only	32	\$76.52	
Employee + Spouse	11	\$153.03	
Employee + Child(ren)	12	\$155.44	
Family	28	\$231.97	
Rates 55+			
Employee Only	14	\$114.77	
Employee + Spouse	1	\$229.54	
Employee + Child(ren)	1	\$193.70	
Family	0	\$308.47	
Estimated Monthly Premium		\$14,522.43	
Estimated Annual Premium		\$174,269.16	

City of Glenpool
Telemedicine Proposal
July 1, 2024

Carrier		Teladoc	
Plan Name		Consults included Telemedicine	
Basic Information		Voluntary or Employer Paid	
Plan Type		All Employees	
Eligibility		None - Consults included in PEPM Fee	
Copays			
Additional Information			
Rate		Current	Renewal
Employee / Family 89		\$8.95	\$8.95
Estimated Monthly Premium		\$796.55	\$796.55
Estimated Annual Premium		\$9,558.60	\$9,558.60
% Change from Current		0.0%	
\$ Change from Current		\$0.00	

City of Glenpool

Dental Plan Analysis

July 1, 2024

Carrier	
Plan Name	
Benefits	
Network	
Annual Deductible	
Individual	
Family	
Annual Plan Maximum	
Coinsurance	
Diagnostic & Preventive	
Basic Services	
Major Services	
Services	
Perio	
Endo	
Oral Surgery	
Implants	
Orthodontic Services	
Lifetime Maximum	
Coinsurance	
Age Limitation	
Reasonable & Customary	
Dependent Limiting Age	
Additional Information	
Rates	
Employee Only	66
Employee + Spouse	7
Employee + Child(ren)	10
Family	12
Estimated Monthly Premium	
Estimated Annual Premium	
% Change from Current	
\$ Change from Current	

Current / Renewal

Guardian J1 Choice		Network Access Plan (NAP)	
Value Plan		Network Access Plan (NAP)	
In-Network	Out-of-Network	In-Network	Out-of-Network
DentalGuard Preferred		DentalGuard Preferred	
Waived for Preventive		Waived for Preventive	
\$100		\$100	
\$300		\$300	
\$5,000 plus Max Rollover		\$5,000 plus Max Rollover	
100%	100%	100%	100%
100%	100%	80%	80%
60%	60%	50%	50%
Major		Major	
Major		Major	
Major		Major	
Major		Major	
N/A		N/A	
N/A		N/A	
N/A		N/A	
Negotiated	MAC	Negotiated	UCR 90th
Age 26		Age 26	
Current		Renewal	
\$35.88		\$35.88	
\$75.19		\$75.19	
\$77.99		\$77.99	
\$125.09		\$125.09	
\$5,175.39		\$5,175.39	
\$62,104.68		\$62,104.68	
0.0%		0.0%	
\$0.00		\$0.00	

City of Glenpool

Vision Plan Analysis

July 1, 2024

Carrier		Current / Renewal	
Plan Name		BEAM	
Benefits		In-Network	Out-of-Network
Network		VSP	
Rate Guarantee		Until July 2024	
Copay			
Exams		\$10	
Materials		\$25	
Frequency of Services			
Eye Exams		12 Months	
Lenses Benefit		12 Months	
Contact Lenses		12 Months	
Frames		24 Months	
Frames Allowance		\$150 Retail Allowance + 20% off balance	
Contact Lens Allowance		\$150 Allowance	
Additional Information			
Rates		Current	Renewal
Employee Only	52	\$6.11	\$6.66
Employee + Spouse	14	\$12.23	\$13.33
Employee + Child(ren)	6	\$10.78	\$11.75
Family	13	\$16.90	\$18.42
Estimated Monthly Premium		\$773.32	\$842.90
Estimated Annual Premium		\$9,279.84	\$10,114.80
% Change from Current		9.00%	
\$ Change from Current		\$834.96	

City of Glenpool

Basic Life Plan Analysis

July 1, 2024

Current / Renewal

Carrier			The Standard	
Plan Name			\$200,000 - \$280,000 Basic Life	
Basic Information				
Class / Eligibility			Class 1: City Managers Class 2: All other Members	
Rate Guarantee Period			Until July 2024	
Employee Coverage				
Benefit Amount			Class 1: \$280,000 Class 2: \$200,000	
Guarantee Issue			All amounts are GI	
Dependent Coverage				
Spouse Benefit Amount			\$45,000	
Child Benefit Amount			Birth to age 26: \$15,000	
Reduction Schedule			50% at age 70	
Additional Information				
Rates		Exposures	Volume	Current / Renewal
Life Rate				\$0.190
AD&D Rate				\$0.035
Combined Rate per \$1,000			\$18,300,000	\$0.225
Spouse Rate per Unit		59	\$2,542,500	\$0.17
Child Rate per Unit			\$885,000	\$0.20
Estimated Monthly Premium			\$4,564.07	
Estimated Annual Premium			\$54,768.81	



May 6, 2024

Honorable Mayor and Members of the City Council,

The proposed budget for Fiscal Year 2024-2025 is submitted for your review and consideration. This budget has been prepared and is presented in accordance with the Oklahoma Municipal Budget Act and includes the required budgets for all funds under the control of the City of Glenpool and its trust authorities.

Over the last year we have continued to experience sales and use tax growth within the City, but at a lower rate of increase than in recent years. Year-to-date sales tax has increased 2.57% from the same period last year. Given the continued uncertainty in the national and regional economy, we have chosen to budget sales and use tax conservatively for the upcoming fiscal year. As such, the proposed sales tax budget is based on an increase of one percent over projected current year actuals. This growth in revenue, as well as our staff's ability to effectively manage costs across our major funds will allow us to add several positions in the budget. These new positions include: one Police Corporal, one Police Officer, two Firefighters, one Public Works Project Manager, one Streets and Parks Laborer, and one Human Resources Generalist.

This year's budget also includes step raises for the Police Department as required in the Collective Bargaining Agreement, raises for the Fire Department in anticipation of a new Collective Bargaining Agreement, and a 4% raise for non-union employees. Additionally, as in recent years, we are again budgeting for one-time capital needs in FY 2024-2025 from the projected growth in fund balance from the current fiscal year. Lastly, the proposed budget strategically aims to enhance infrastructure throughout the City by including \$1,000,000 in stormwater projects, an increase in street repairs from \$400,000 to \$550,000, and the provision of matching funds for grants obtained for the addition of sidewalks.

Sincerely,

Josh Brannon
Finance Director

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Leslie Smith

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GUSA - 06 May 2024 Minutes Attachment

**CITY OF GLENPOOL, OKLAHOMA
PROPOSED FY2024-2025 BUDGET**

The following is a preliminary summary of the proposed budget for Fiscal Year 2024-2025.

OPERATING FUND BUDGET			
	<u>Revenues</u>	<u>Expenditures</u>	<u>Transfers In (Out)</u>
General Fund	14,300,163		(6,840,591)
General Government		1,785,427	
Animal Control		180,133	
Police		2,744,681	
Dispatch		714,848	
Fire		2,834,581	
Emergency Management		113,500	
Development Services		587,743	
Engineering		360,980	
General Administration		728,622	
Streets & Parks		1,858,332	
Capital Improvement Fund	3,932,715	840,398	3,929,968
ARPA Fund	23,144,950	23,145,049	-
Park & Rec Fund	25,895	25,185	-
Hotel/Motel Fund	264,502	2,184	(262,318)
Streets & Infrastructure Fund	947,702		-
Capital Expenditures		225,720	
Water and Sewer		95,215	
Streets and Infrastructure		1,000,000	
Economic Development		-	
Public Safety Capital Fund	1,977,104		-
Police		425,265	
Fire		920,000	
Public Safety Personnel Fund	1,722,701		-
Police		762,951	
Fire		1,145,453	
Glenpool Utility Services Authority:	5,880,948		2,710,623
Water Distribution		3,824,727	
Utility Billing		433,621	
Sewer Operations		732,593	
Refuse		829,000	
Stormwater		187,000	
Glenpool Industrial Development Authority:	610,215		462,318
Conference Center		461,085	
Tax Increment Financing		350,000	
Economic Development		275,112	
Debt Service		3,567,654	
Total Operating Fund Budget	\$ 52,806,895	\$ 51,157,059	\$ -

GUSA - 06 May 2024 Minutes Attachment

May 6, 2024

To: Chairman and Board of Trustees, Glenpool Utility Services Authority (GUSA)

From: David Agbetunsin, City Engineer

Period: April 1-30, 2024

WASTEWATER TREATMENT FACILITY PROJECT UPDATE

Wastewater Treatment Plant (WWTP)

The City of Glenpool received direct award of the American Rescue Plan Act (ARPA) grant for a new mechanical wastewater treatment facility (WWTF). The City currently owns and operates a Lagoon System Wastewater Treatment Plant. The proposed project is a 3.0 MGD Sequencing Batch Reactor (SBR) Mechanical Wastewater Treatment Plant (WWTP). The project is in the SW1/4, NW1/4 of Section 11, T17N, R12E, Tulsa County.

Project Program Management Summary

Consultant/Project (PPM)	Program Manager	Cost to Date	Contact Amount	S2E Engineering PLLC
Task				Progress (%)
Project Administration		70,757.40	198,200.00	36%
Design Consultant Selection Phase		28,488.00	28,488.00	100%
Regulatory Approval/Permits		13,322.22	57,954.00	23%
Public Communication Phase		8,453.75	58,302.00	14%
Detailed Design Phase		53,736.70	101,390.00	53%
Bidding Phase		-	19,251.00	0%
Construction Phase		-	245,291.00	0%
Plant Startup		-	58,541.00	0%
			44,978.00	
New Site Property and Topographic Survey		39,316.22		87%
			26,766.00	
Site Flood Plain Permitting NoRise Analysis		21,410.76		80%
Conditional Letter of Map Revisions (CLOMR), if needed		-	31,316.00	0%
Letter of Map Revisions (LOMR), if needed		-	34,024.00	0%
Environmental Information Document		28,700.00	42,662.00	67%
ARPA Grant Administration Coordination		2,700.00	52,604.00	5%
TOTAL		266,885.05	999,767.00	27%

GUSA - 06 May 2024 Minutes Attachment

Appendix 1 contains invoices corresponding to payments made so far. These invoices align with the agreement established on 05-01-2023 between S2 Engineering PLLC and Glenpool Utility Services for the provision of Project Program Management Services.

Professional Engineering Design

Garver LLC is rendering professional engineering services as per the agreement executed on August 7, 2023. The engineering design is presently underway, and Garver. The 90% set has been prepared by Garver LLC. The engineering drawings have been prepared to be submitted for ODEQ review and construction permit approval. Invoices pertaining to payments made in accordance with this agreement are provided in Appendix 2.

Engineer Consultant	Cost to Date	Contact Amount	Garver LLC
Core Tasks			Progress (%)
Project Management & Admin	5180.83	74,011.85	7%
Geotechnical Coordination	661.50	6,115.00	10%
Preliminary Design	927,669.00	927,669.00	100%
Final Design	61,948.13	1,238,962.54	5%
Hourly Services	Cost to Date	Contact Amount	Garver LLC Progress (%)
Bidding & Equipment Procurement Services	-	126,760.00	-
Construction Administration	-	642,218.00	-
Construction Observation	-	665,258.40	-
O&M Manual And Startup Training	-	127,461.00	-
TOTAL	995,409.46	3,808,455.79	23.2%

Variance Request

Staff has made a variance request with the Oklahoma Department of Environmental Quality (ODEQ) for the grit removal system, the grit classification system, and the Sequential Batch Reactor (SBR) design operating levels. Appendix 3 is the variance request submitted to ODEQ. Upon preliminary review ODEQ has found our variance request approvable.

404 Permit

Staff is applying for the Nationwide Permit (NWP-39) for the mitigation of the wetland using the Mitigation Bank. Staff awaits final determination response from United States Army Corps of Engineers (USACE).

Geotechnical Services

A detailed design geotechnical engineering study is required to explore and evaluate the subsurface conditions for the proposed project. Kleinfelder is the selected consultant to provide geotechnical engineering study. The geotechnical services were approved by GUSA board on February 28, 2024. The cost of this service is \$35,300.

GUSA - 06 May 2024 Minutes Attachment

Administrative Fees

OWRB has communicated via email to the City that the OWRB's Administrative fee, which was withheld from the ARPA grant, would be returned to the City for use in the WWTP project. The administrative fees allocated for this project is \$1,760,000.00.

Opinion of Probable Construction Cost (OPCC)

The updated OPCC is estimated at \$61.2 Million. There is a need for additional funding to cover the project cost. City Management is applying for the Clean Water State Revolving Fund (CWSRF) to cover the remaining project costs.

Clean Water State Revolving Fund (CWSRF)

The Clean Water State Revolving Fund is a low-interest loan program that assists communities with wastewater and pollution control projects. Staff will apply for the Clean Water State Revolving Fund (CWSRF) for the excess project funds. City Management is applying for \$35,000,000.00 in CWSRF. The unutilized funds would be de-obligated.

Schedule

Below is the schedule for the project.

Updated Phase Description Schedule Date	
Notice to Proceed	August 18, 2023 (Complete)
Technical Memoranda	October 19, 2023 (Complete)
Preliminary Design	January 11, 2024 (Complete)
Preliminary Design Workshop	January 30, 2024 (Complete)
Final Design – 90% and ODEQ Submittal	April 29, 2024
Final Design – 90% Workshop	May 10, 2024
Final Design – 100% Submittal	July 12, 2024
Proposed Bid Opening	August 27, 2024
Finish Construction	September 2026

Recommendation

This report is for information purposes only.

APPENDIX 1

GUSA - 06 May 2024 Minutes Attachment



Invoice

Date	Invoice #
4/6/2024	06-1180

Bill To
Mr. David Agbetunsin City Engineer, City Of Glenpool 12205 S. Yukon Ave. Glenpool, OK 74033

Service Start Date : May 1, 2023	
P.O. No.	(TBD)
Period Ending	3/31/2024

GLENPOOL WASTEWATER TREATMENT FACILITIES PROJECT PROGRAM MANAGEMENT SERVICES

Agreement Reference: GUSA / May 1, 2023

Core Task Description	(%) Billed	LS Fee	Amount Billed
Core Task A: Project Administration	0.072	198,200.00	14,270.40
Core Task C: Regulatory Approval/Permits	0.1	57,954.00	5,795.40
Core Task D: Public Communication Phase	0.045	58,302.00	2,623.59
Core Task E: Detailed Design Phase	0.1	101,390.00	10,139.00
Total			\$32,828.39

CORE TASKS FEE SUMMARY	
Core Tasks Lump Sum Fee	\$767,415.00
Billed To Date	\$174,758.07
Amount Remaining	\$592,656.93

Balance Due (This Invoice) \$32,828.39

Client Total Balance \$32,828.39

APPENDIX 2

GUSA - 06 May 2024 Minutes Attachment



750 SW 24th Street Ste 200
Moore, OK 73160
405-329-2555
www.GarverUSA.com

INVOICE

David Agbetunsin
City of Glenpool, OK
12205 S Yukon Ave
Glenpool, OK 74033

April 17, 2024
Project No : 2300438
Invoice No: 2300438-5

Project: Glenpool Wastewater Treatment Facility Design

Professional Engineering Services through March 29, 2024

	Percent Complete	Contract Amount	Total Billed to Date	Previous Billings	Current Billing
Lump Sum Services					
Task 1- Project Management & Admin	7%	\$74,011.85	\$5,180.83	\$4,440.71	\$740.12
Task 2 - Geotechnical Coordination	10%	\$6,115.00	\$611.50	\$611.50	\$0.00
Task 3 - Preliminary Design	100%	\$927,669.00	\$927,669.00	\$881,285.55	\$46,383.45
Task 4 - Final Design	5%	\$1,238,962.54	\$61,948.13	\$0.00	\$61,948.13
Hourly Services					
Bidding & Equipment Procurement Services		\$126,760.00	\$0.00	\$0.00	\$0.00
Construction Administration		\$642,218.00	\$0.00	\$0.00	\$0.00
Construction Observation		\$665,258.00	\$0.00	\$0.00	\$0.00
O&M Manual and Startup Training		\$127,461.00	\$0.00	\$0.00	\$0.00
Totals		\$3,808,455.39	\$995,409.46	\$886,337.76	\$109,071.70

Total Amount This Invoice \$109,071.70

Authorized by: _____

Cole Niblett PE
Project Manager

Remit Payment To:

For delivery via regular US postal service:
Garver, LLC
P.O. Box 736556
Dallas, TX 75373-6556

For delivery via overnight courier service:
JPMorgan Chase (TX1-0029)
Attn: Garver, LLC P.O. Box 736556
14800 Frye Road, 2nd Floor
Fort Worth, TX 76155



6100 S Yale Ave. Suite 1300
Tulsa, OK 74136
TEL 918.250.5922
www.GarverUSA.com

**Progress Report
Glenpool WWTP Improvements**

To: Glenpool Utility Service Authority
From: Cole Niblett, PE
Copies to: Garver File 2300438
Period Ending: March 29, 2024

Please allow us to give a brief progress report of our work on the above referenced project.

Recent Accomplishments

- Addressing Comments from 50% Design Review
- WWTP Effluent Force Main Assessment
- ODEQ Detailed Design Review Meeting
- ODEQ Variance Request Letter
- Continuing to Work on Final Design
- Monthly Progress Meetings

Need from Others

- None

Planned Assignments for Next Reporting Period

- Finishing Work on Final Design
- SCADA Workshop

APPENDIX 3



March 29, 2024

Mr. Qusay Kabariti
Oklahoma Department of Environmental Quality
Water Quality Division – Construction Permitting Section
707 North Robinson
Oklahoma City, Oklahoma 73102-6010

Re: Glenpool Utility Service Authority
Wastewater Treatment Plant Improvements

Dear Mr. Kabariti,

The Glenpool Utility Service Authority (GUSA) is requesting a variance from the Oklahoma Administrative Code (OAC) 252:656-3-5(e) for both the grit removal system and grit classification system. Additionally, variance from OAC 252:656-16-1(f) for the design operating levels of the Sequencing Batch Reactor (SBR) is being requested. The areas of the requested variance are shown on the site plan sheet submitted with this letter. In a meeting with representatives from the Oklahoma Department of Environmental Quality (ODEQ) which took place on March 8, 2024, Garver (Project Engineer of Record), S2 Engineering (Project Program Manager) and GUSA were informed that the elimination of redundancy in the form of an additional grit removal basin and the deviation from specified design operating levels of the SBR are approvable with a formal variance request for implementation.

OAC 252:656-3-5(e) states to provide redundant treatment units and equipment for maintenance and repair. The proposed design includes one grit removal and one grit classification which includes a mechanically induced vortex system. GUSA is requesting that by providing replacement for the impeller motor of the mechanical systems on the shelf, the design will not need to provide a redundancy in the form of an additional grit removal basin and grit classification unit.

Additionally, during design GUSA had the current influent be sampled to classify and quantify the expected grit loading. This grit study was performed by CR Environmental Services LLC, and they found that the current influent contains 17.71 lbs of grit per million gallons (MG). Within this report it was determined that the current influent has less than the industry average of 55 lbs of grit per MG. The design also includes a flow equalization basin (FEB) with 22 MG of storage, any downtime to the grit removal system will be mitigated by utilizing this FEB. It is GUSA's understanding that a similar variance has been granted by the variance committee for Bixby which is of similar size.

OAC 252:656-16-1(f) states that the design operating levels for SBRs shall be 10 to 20 feet with at least two feet of freeboard. The proposed design for the SBRs has a low operating level of 13 feet and a high level of 23 feet with a wall height of 25 feet. It is believed that this design element meets the required intent of the regulations by maintaining 10 feet of operational depth as well as 2 feet of freeboard. The additional depth does not impact the remainder of the design outside of sizing for the blowers and

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;
Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight
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GUSA - 06 May 2024 Minutes Attachment

aeration system as well as optimizing the hydraulic profile of the plant to negate the need for larger footprint SBR tanks.

GUSA respectfully requests a variance to the OAC 252:656-3-5(e) requiring redundancy for grit removal and classification systems.

GUSA respectfully requests a variance to the OAC 252:656-16-1(f) requiring a design operating levels shall be 10 to 20 feet with at least two feet of freeboard.

We appreciate your assistance with this project. Should you have any questions or concerns regarding this variance request or construction permit please contact our office.

Please call me or Garver if you have any questions.

Sincerely,



David Agbetunsin
City Engineer
City of Glenpool

Attachments:

Approved Engineering Report

Site Plan Sheet

Influent Grit Characterization, CR Environmental Services LLC

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight

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APPENDIX 4



INVOICE

TERMS: NET 30 DAYS or Contract Terms
Finance Charge on Past Due Amount
1.5%/month (18% APR) may apply

David Agbetunsin
City of Glenpool, OK
140 W. 141st Street
Glenpool, OK 74033

Remit To: Kleinfelder
P. O. Box 51958
Los Angeles, CA 90051-6258

Invoice Date: 4/26/2024
Invoice No: 001478382
Client No: 034716
Project No: 24005059.001A
Bill Thru Date: 4/21/2024
Project Manager: Simon Wang

Total Due This Invoice: \$30,000.00

Project Name: Glenpool WWTP Detailed Design

Billing Period: 3/25/2024 To 4/21/2024

Professional Services

Total Fee	35,300.00		
Percent Complete	84.9858	Total Earned	30,000.00
		Previous Fee Billing	0.00
		Current Fee Billing	30,000.00
		Total Fee	30,000.00
		TOTAL AMOUNT DUE THIS INVOICE	\$30,000.00

Kleinfelder prefers to receive payments via Automated Clearing House (ACH). Please include the above invoice number on your payment. For additional information regarding ACH payments, email efremit@kleinfelder.com.

CLIENT MASTER SERVICES AGREEMENT

OKC24C167197

This Agreement is made on: April 30, 2024

Between City of Glenpool with offices at 12205 S. Yukon Ave., Glenpool, OK 74033 (**Client**)

And Kleinfelder, Inc. with offices at 4149 Highline Blvd, Ste 220, Oklahoma City, OK 73108 (**Kleinfelder**).

Recitals

- A. Client wishes to appoint Kleinfelder to provide certain services (the **Services**, as defined below) required by Client or Client's agreement with the Owner for one or more projects on a Work Order basis and on the terms and conditions contained in this Agreement.
- B. Kleinfelder has agreed to perform the Services on the terms and conditions contained in this Agreement.

Now it is agreed as follows:

1. CONTENTS OF AGREEMENT

- 1.1 The parties agree that the documents listed in 1.1(a) through (e) constitute the "**Contract Documents**" of this Agreement. To establish obligations and resolve ambiguities in the Contract Documents, the following order of precedence will prevail:
- (a) first, amendments and Change Orders issued in accordance with this Agreement;
 - (b) second, Work Orders (Appendix A, as defined below);
 - (c) third, Kleinfelder's Proposal, dated February 27, 2024, which the Client acknowledges receipt and confirms understanding of, and agreement with the contents thereof, in full (Appendix B), or Kleinfelder's Proposals subsequently issued and referenced, attached or incorporated into Work Orders;
 - (d) fourth, this Agreement; and
 - (e) fifth, those portions of the Client's agreement with Owner dated N/A (**Prime Agreement**), if and as applicable to Kleinfelder and incorporated as provided in clause 1.4 (Appendix C).
- 1.2 To the extent of any inconsistency between this Agreement and any Prime Agreement, the provisions of this Agreement will always prevail.
- 1.3 Any pre-printed terms and conditions on forms used by either party in the administration of this Agreement are void and do not supplement or replace the terms and conditions of the Contract Documents of this Agreement.
- 1.4 Kleinfelder agrees to be bound to Client in the same way Client is bound to (**Owner**), to the extent the provisions referenced at clause 1.1(e) are applicable to the Services under a given Work Order and provided those provisions of the Prime Agreement are expressly identified and furnished to Kleinfelder prior to entering into the Work Order.

2. APPOINTMENT AND SCOPE OF SERVICES

- 2.1 This Agreement anticipates the execution of various written work orders (in the form of Appendix A) which the parties agree will specify the scope of Services to be performed (**Services**) and Client's project for which the Services will be performed (**Project**), the location of Client's Project for providing the Services (**Site**), the time period for performance, the agreed fees and additional provisions, if any, applicable to such Services (**Work Orders**).
- 2.2 By executing this Agreement, Client does not guarantee any future work, nor does Kleinfelder commit to performing any specific future Work Order.

3. STANDARD OF CARE

- 3.1 Kleinfelder will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the Services are provided.
- 3.2 Kleinfelder makes no representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or Instrument of Service provided pursuant to this Agreement.
- 3.3 Kleinfelder will not be responsible for constant or exhaustive inspection of the work, for the means, methods, techniques sequences or procedures of construction, or for the safety procedures employed by any party other than its own employees, subconsultants and subcontractors.
- 3.4 No level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including but not limited to mold). Client represents that it has carefully reviewed the limitations described in the Proposal.
- 3.5 Even with diligent observation, some defects, deficiencies, or omissions may occur. Before exercising any other remedy for any alleged breach by Kleinfelder of this Agreement, Client will direct Kleinfelder in writing to re-perform any defective Services within twelve (12) months after completion of the Services.
- 3.6 Kleinfelder will only sign certifications relating to the Services if Kleinfelder agreed in writing prior to the commencement of the Services to provide such certifications. Such certifications are statements of professional opinion only.

4. KLEINFELDER'S RESPONSIBILITIES

- 4.1 Kleinfelder will perform the Services as an independent contractor and not as an agent or employee of Client. Nothing in this Agreement creates any special relationship or fiduciary duty.
- 4.2 Kleinfelder will, as reasonably directed by Client or its authorized agent:
- (a) provide qualified staff to perform the Services;
 - (b) maintain records of Project activities and costs for no more than three years from its completion of the Services;
 - (c) coordinate to the extent reasonably possible with Client's employees, contractors, consultants so as not to impede the progress of the Project; and
 - (d) require its personnel to maintain a safe, clean and orderly work environment.

5. TERM AND TERMINATION

- 5.1 This Agreement will commence on the date of its execution, except as to any Services authorized by Client and performed by Kleinfelder beforehand, and will continue in effect for two years or until terminated by either party or extended for an additional two years by mutual written agreement of the parties.
- 5.2 Either party may terminate this Agreement or any Work Order at any time by providing not less than ten (10) days' written notice to the other party.
- 5.3 Notwithstanding the termination or expiry of this Agreement, the terms of this Agreement will survive and continue to apply to all Work Orders signed by both parties prior to the Agreement's effective termination or expiry date, and until all of the rights and obligations of both parties have been fulfilled.
- 5.4 Within fifteen (15) days from termination Client will pay Kleinfelder on demand for all Services rendered and costs incurred through to the date of any termination and for all reasonable costs and expenses incurred by Kleinfelder in effecting the termination, including, without limitation, non-cancellable commitments, fixed cost components and other demobilization costs.

6. COMPENSATION

- 6.1 In consideration for undertaking the Services, the Client shall pay to Kleinfelder the sum specified in each Work Order in payments in accordance with the terms of each Work Order and the payment provisions of this Agreement.
- 6.2 Client agrees to provide any special invoicing requirements to Kleinfelder in advance of signing this Agreement, to which additional charges may apply.
- 6.3 The proposed fees set forth in this Agreement shall be open for acceptance for ninety (90) days from the above date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of Services. The hourly rates charged for Kleinfelder's Services are adjusted annually in January of each year to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by Kleinfelder and consistent with Kleinfelder's overall compensation practices and procedures. Kleinfelder reserves the right to periodically adjust its fee schedule.
- 6.4 Kleinfelder will generally submit its invoices to Client on a monthly basis. Client must pay all invoices within thirty (30) days from the date of invoice, with interest at the rate of one and one-half percent (1 1/2 %) per month payable on all outstanding payments. Interest on all outstanding payments will be charged from the initial date of invoice.
- 6.5 Kleinfelder may suspend performance of Services under this Agreement until it has been paid in full for all outstanding payments, including interest charges.
- 6.6 Kleinfelder will be entitled to recover from Client on demand all expenses incurred (including all legal costs and expenses) in recovering any outstanding payments from Client.
- 6.7 All travel will be invoiced at cost and reimbursed by Client. All travel required under this Agreement is subject to the terms, conditions and applicable rates set forth in the U.S. Federal Travel Regulations.

7. INSURANCE

- 7.1 Kleinfelder will maintain during the term of this Agreement worker's compensation, commercial general liability, automobile liability Insurance and professional indemnity insurance coverage.

- 7.2 Client will maintain during the term of this Agreement adequate insurance coverage and will require and verify any contractors or parties it hires to have adequate insurance coverage. Client agrees that failure to comply with this clause will invalidate any indemnify provided by Kleinfelder under clause 12.1.

8. CHANGES TO SCOPE OF SERVICES

- 8.1 Client or Kleinfelder may request to modify the scope of Services as set out in any Work Order, whereon both parties agree to negotiate in good faith and execute a written Change Order. A **Change Order** is an amendment to this Agreement or to a Work Order that modifies the Services and specifies the following:
- (a) a change in the terms and conditions of Services;
 - (b) an adjustment in the schedule for performance; and
 - (c) the amount of adjustment in Kleinfelder's compensation.
- 8.2 Kleinfelder will treat as a Change Order any written or oral Client order (including directions, instructions, interpretations, or determinations) which request changes in the Services. Kleinfelder will give Client written notice within a reasonable time of any resulting adjustment in the schedule and compensation. Unless Client objects in writing within 5 business days, the proposed terms of the Change Order with the adjustment in the schedule and price shall become a part of this Agreement.
- 8.3 If Client and Kleinfelder cannot agree upon an equitable adjustment in the schedule and compensation, and Kleinfelder does not sign the Change Order, the disagreement shall be treated as a Dispute under clause 18.

9. FORCE MAJEURE

- 9.1 Kleinfelder will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, delays resulting from actions or inactions of Client or third parties, Site inaccessibility or inability of others to obtain material, labor, equipment, or transportation.
- 9.2 Should any of the preceding circumstances occur, then the date for completion or any other milestone date shall be adjusted for the delay in accordance with clause 8, provided Kleinfelder reports the delay to Client within a reasonable time of discovery.

10. INSTRUMENTS OF SERVICE

- 10.1 All data, reports, drawings, plans, or other documents (or copies) provided to Kleinfelder by Client for the purposes of this Agreement will, at Client's written request, be returned upon completion of the Services and payment in full for all Services rendered. Client agrees that Kleinfelder may retain one copy of all such documents.
- 10.2 Client agrees:
- (a) all reports, drawings, plans, documents, software, source code, object code, boring logs, field data, field notes, calculations, estimates, laboratory test data and other similar data, documents and work products (or copies thereof) in any form prepared by Kleinfelder pursuant to this Agreement are instruments of service (**Instruments of Service**), not products;
 - (b) Kleinfelder will retain exclusive ownership, copyright and title to all Instruments of Service, and Client has no rights to incomplete or partial data;
 - (c) all opinions, certifications, communications (oral or written) or Instruments of Service furnished to Client are intended for the benefit of Client for the specific purposes stated herein and therein, are not intended

- to inform, guide, or otherwise influence any entities or persons other than Client in relation to the Project, and are not intended or represented to be suited for reuse by Client or others, and;
- (d) reuse without the specific prior written consent of Kleinfelder will be at the user's sole risk and without Kleinfelder liability, and Client agrees (i) to remove Kleinfelder's and Kleinfelder's consultants' names and seals therefrom, and (ii) to defend, indemnify and hold harmless Kleinfelder and Kleinfelder's contractors, consultants, affiliates, directors and employees from and against all losses, damages and liabilities (including all legal expenses) in connection with the unauthorized use.

- 10.3 Any requests by third parties for reliance upon any communication (oral or written), certification, report, opinion, or Instrument of Service provided by Kleinfelder pursuant to this Agreement will be subject to approval at Kleinfelder's sole discretion and to additional fees, terms and conditions.

11. CLIENT'S RESPONSIBILITIES

- 11.1 Client agrees to provide and discuss with Kleinfelder on an ongoing basis throughout all available material, data, and information pertaining to the Services, including, without limitation, (i) the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any Site, (ii) any hazards that may be present, (iii) the nature and location of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of the Site's past and present compliance status, (v) the status of any filed or pending judicial or administrative action concerning the Site or Project, and (vi) Client records (in electronic format where possible) for such data as benchmarks, plans, maps, and property ownership.
- 11.2 Client will ensure the cooperation of Client's employees, contractors and consultants with Kleinfelder.
- 11.3 Client acknowledges and agrees that Kleinfelder is entitled to rely upon the accuracy and completeness of any information given by Client, its employees, contractors and consultants.
- 11.4 Client will provide reasonable assistance to obtain data and records concerning the Site or Project in the possession, custody or control of third parties.

12. ALLOCATION OF RISK AND INDEMNITIES

- 12.1 Subject to the limitation of liability provisions of this Agreement, Kleinfelder indemnifies Client against all liabilities, losses or damages caused by the negligence or other fault of Kleinfelder and its employees, agents, representatives, subcontractors, and any other party for whom Kleinfelder is legally responsible (**Kleinfelder Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of the Kleinfelder Parties when compared to the negligence or other fault of all other persons and entities. If California law applies to this Agreement, the parties also expressly agree that this indemnity provision does not include, and in no event shall Kleinfelder be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or the Services rendered by Kleinfelder. This clause 12.1 is not intended to and will not in any way be limited by any insurance coverage available to Client under any Kleinfelder insurance policy.
- 12.2 Client indemnifies Kleinfelder against all liabilities, losses or damages caused by the negligence or other fault of Client and its employees, agents, representatives, subcontractors, and all other parties for whom Client is legally responsible (**Client Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of Client Parties when compared to the negligence or other fault of all other applicable persons and entities. If California law applies to this Agreement, the parties also expressly agree that this indemnity provision does not include, and in no event shall Client be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or services rendered by Client. This clause 12.2 is not intended to and will not in any way be limited by any insurance coverage available to Kleinfelder under any Client, Owner or Project insurance policy.

- 12.3 Subject to any applicable statutory limitations, the indemnity obligations in this clause 12 shall survive the expiration or termination of this Agreement.

13. LIMITATION OF LIABILITY

- 13.1 The maximum aggregate liability of Kleinfelder arising out of or related to this Agreement and all Work Orders and amendments thereto, whether based in contract or tort or otherwise in law or equity, will be limited to the greater of the compensation actually paid to Kleinfelder for the Services under all Work Orders or \$50,000, and Client hereby releases Kleinfelder from any liability above such amount. This limitation of liability includes any losses payable to Client under clause 12.1 and will apply to any and all claims.
- 13.2 This limitation of liability has been agreed after Client and Kleinfelder discussed the risks and rewards associated with the Project and the Services as well as the provision of the Services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and agree, by way of a written Change Order in accordance with clause 8 herein, to increase the amount of this liability limitation or eliminate it in exchange for payment of increased compensation to Kleinfelder.
- 13.3 As used in this clause 13, "Kleinfelder" includes Kleinfelder, its affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this clause 13 shall survive the expiration or termination of this Agreement.

14. WAIVER OF CONSEQUENTIAL DAMAGES

- 14.1 Neither party will be liable to the other party for any special, incidental, indirect, exemplary, punitive, penal or consequential damages however arising incurred by either Kleinfelder or Client or for which either may be liable to a third party.

15. NO CONTROL OF MEANS AND METHODS OF OTHERS

- 15.1 Client agrees:
- (a) Kleinfelder will have no control over or charge of or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of Client's employees, or contractors or consultants engaged by Client in connection with the Project;
 - (b) Kleinfelder's performance of the Services does not include any job site safety obligations which may be required by or in connection with the Project or the Services or any applicable code or regulation, other than strictly in respect of its own employees; and
 - (c) Kleinfelder will not have control over or charge of the acts or omissions of any contractor or contractors' agents, employees or subcontractors.

16. SITE ACCESS

- 16.1 Client agrees to:
- (a) provide unimpeded and timely access to the Site, including any third party sites, if required;
 - (b) provide an adequate area for Kleinfelder's Site office facilities, equipment storage, and parking;
 - (c) furnish all construction utilities and utility releases necessary for the performance of the Services; and
 - (d) obtain all permits, licenses or authorizations necessary for the performance of the Services.

17. WARRANTY OF TITLE, WASTE OWNERSHIP

- 17.1 Kleinfelder will not take title to or be liable for any hazardous materials found at any Project Site. Any risk of loss with respect to all materials remains with Client or the Site owner, who will be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples remain the property of Client. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

18. DISPUTE RESOLUTION

- 18.1 If a dispute arises out of or relates this Agreement (**Dispute**), the parties agree to submit the Dispute to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (**AAA**). The mediator will be an independent person agreed between the parties from a panel suggested by the Institute or, failing agreement, a mediator appointed by AAA. A party shall not call for mediation of any Dispute after such period of time as would bar the initiation of legal proceedings to litigate such Dispute under the laws of the state in which the Project is located.
- 18.2 Client and Kleinfelder agree that in the event of a Dispute, they will not seek recourse against individual officers, employees, directors, or shareholders of the other party.
- 18.3 A party shall not start court proceedings in relation to a Dispute until it has exhausted the procedures in this clause, unless the party seeks injunctive or other interlocutory relief.
- 18.4 If the Dispute cannot be resolved through mediation, either party may file suit in an appropriate court in the state where the Services are performed.
- 18.5 This clause survives termination or expiry of this Agreement.

19. MISCELLANEOUS

- 19.1 This Agreement is governed and construed in accordance with the laws of the state where the Services are performed. The parties hereby submit to the jurisdiction of the courts of the state where the Services are performed and waive any right to object to any proceedings being brought in those courts.
- 19.2 Waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition or breach. A waiver is not valid or binding unless made in writing.
- 19.3 If any provision of this Agreement is found by a duly constituted authority to be invalid, void, or unenforceable, all remaining provisions shall continue in force.
- 19.4 This Agreement does not create, nor will it be construed to create, any benefit or right in any third party or any special relationship or fiduciary duty to third parties.
- 19.5 This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter. It supersedes all earlier conduct, prior agreements and understandings between the parties in connection with its subject matter.
- 19.6 Client and Kleinfelder shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

- 19.7 All notices, requests or instructions hereunder must be in writing and either hand delivered to the recipient, delivered by registered mail or express mail the addresses given in this Agreement.
- 19.8 This Agreement cannot be assigned by either party without the prior written approval of the other party. Kleinfelder may subcontract performance of portions of the Services to a qualified subcontractor.
- 19.9 Any amendment or revision to this Agreement, including for the avoidance of any doubt, to any Work Order, must be in writing and signed by both parties. Any oral modification or revision of this Agreement shall not operate to modify this Agreement.
- 19.10 This Agreement may be executed in counterparts, including photo or electronic copies, which taken together, shall constitute one original document.

IN WITNESS WHEREOF, Client and Kleinfelder have caused this Agreement to be executed on the date first written above.

CLIENT:

KLEINFELDER:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title:

Title:

ATTACHMENTS: Appendix A, Work Order
Appendix B, Kleinfelder Proposal (as applicable)
Appendix C, Prime Agreement /Client Requirements (as applicable)

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WORK ORDER

Issued Pursuant to The Client Master Services Agreement effective as of April 30, 2024 by and between City of Glenpool (**Client**) and Kleinfelder, Inc. (**Kleinfelder**).

Client Name: City of Glenpool

Kleinfelder Project No: TBD

Project Name: Glenpool Wastewater Treatment Plant Detailed Design Project

Work Order Type: (Check One)

☐ Time-and-Materials

☒ Fixed-Price

Kleinfelder Office: Tulsa, OK

Subcontractor Reference No: TBD

Kleinfelder Contact Name: Simon Wang, PE

1. SCOPE OF WORK: See Proposal TUL24P16490R2

(Continue on additional page, if needed)

2. LOCATION/CLIENT FACILITY INVOLVED: Glenpool, OK

3. PERIOD OF PERFORMANCE: See Proposal TUL24P16490R2

4. AUTHORIZED FUNDING: \$35,300

5. SPECIAL PROVISIONS: See Proposal TUL24P16490R2

NOTICE TO PROCEED IS GIVEN ON (DATE): _____

CLIENT:

KLEINFELDER:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title:

Title:

Address:

Address:

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February 14, 2024
Revision No. 1: February 15, 2024
Revision No. 2: February 27, 2024
Proposal No.: TUL24P164190R2

Mr. David Agbetunsin, City Engineer
City of Glenpool
12205 S. Yukon Ave.
Glenpool, OK 74033

**Subject: Proposal for Detailed Design Geotechnical Engineering Study
Glenpool Wastewater Treatment Plant
Glenpool, Oklahoma**

Dear Mr. Agbetunsin:

Kleinfelder is pleased to present this proposal to provide the geotechnical engineering study for the detailed design of the proposed Wastewater Treatment Plant (WWTP) project in Glenpool, Oklahoma. The purpose of our study is to explore and evaluate site subsurface conditions in order to provide recommendations related to the geotechnical aspects of the project design and construction. Included in this proposal is a brief summary of our understanding of the project, the scope of services we can provide, and an estimate of our fees and schedule.

Kleinfelder is committed to providing quality service to its clients, commensurate with their wants, needs, and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Kleinfelder stands ready to consider appropriate modifications subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risks assumed by the client, as well as adjustments to our fees.

PROPOSED CONSTRUCTION

Kleinfelder previously completed the Preliminary Geotechnical Engineering Study Report for the proposed Reinforced Concrete Sequencing Batch Reactor (SBR) Basin at the WWTP identified as Kleinfelder's Project No. 20235160.001A (Report No. TUL23P151530 dated March 16, 2023).

Based on the email communications from the Project Program Manager of S2 Engineering and the attached Geotechnical Information Requirements v2 document received on February 21, 2024, we understand that the City of Glenpool is moving forward with the expansion of the existing WWTP. We also understand that Garver LLC is the design engineer of the record for the project. The proposed project will be located east of Coal Creek and west of the intersection of S. Birch St. and E. 136th Pl. The proposed structures associated with the expansion are summarized in Table 1, Summary of Proposed Improvements.

LOCALMKT/TUL24P164190R2
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Revision No. 1: February 15, 2024, Revision No. 2: February 27, 2024

February 14, 2024

12727 E. 61st Street, Suite A, Tulsa, OK 74146 p| 918.627.6161

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Table 1. Summary of Proposed Improvements			
Proposed Structure	Approx. Dimensions (ft)	Associated Boring	Boring Depths (ft)
Meter Vault	10' x 10'	B-1	35' or top of bedrock
Effluent Pump Station	15' x 18'	B-2	40' or 10' into bedrock
UV Disinfection	23' x 18'	-	-
Headworks	64' x 38'	B-3 and B-4	35' or top of bedrock
Admin/Lab Building	63' x 44'	B-5	20' or 10' into bedrock
SBR/Future SBR	363' x 105'	B-6 to B-10	30' or top of bedrock
Generator Pad	50' x 18'	B-11	35' or top of bedrock
Electrical Building	25' x 45'	B-12	35' or 10' into bedrock
Sludge Dewatering	55' x 60'	B-13	20' or top of bedrock
Aerobic Digester	131' x 66'	B-14 and B-15	30' or top of bedrock
Proposed roadway Extension	-	B-16	20' or top of bedrock
		B-21	30' or top of bedrock
Borrow site	-	B-17 to B-20	10' or top of bedrock

Structural loads and grading plans were not available at the time of our proposal. We should be notified if the information presented in the previous paragraphs is inaccurate to determine if the modification of the Scope of Services presented in this proposal would be warranted.

ANTICIPATED SUBSURFACE CONDITIONS

Based on our preliminary geotechnical exploration, the subsurface conditions at/near the project (previously designated as site 1) consists of Sand with varying amounts of clay and silt with densities of the onsite materials ranging from loose to medium dense. Shallow shale and sandstone bedrock with various degrees of weathering were encountered.

For the purpose of this proposal, bedrock is anticipated to be at a depth ranging from of 10 to 20 feet (deeper towards the southern portion of the proposed project) below the existing grade. Top of Bedrock is defined as a standard penetration test of 50 blows for less than or equal to 6 inches of penetration. Shallow groundwater surrounding the pond and creek areas at the proposed improvement locations is anticipated.

SCOPE OF SERVICES

Task 1 – Site Access & Boring Layout/Utility Clearance

Kleinfelder will coordinate public utility locating services (Oklahoma One Call) prior to starting our fieldwork. If there are any private underground utility lines or underground structures at the site, we must be informed of their locations by their owner prior to starting our fieldwork. This information must be made available to Kleinfelder by the owner at least two days before beginning our field exploration.

Please be aware that penetrating the ground surface is inherently risky. It is impossible to determine with certainty the precise location of all structures, including utilities, which may be buried in the ground. The fees charged by Kleinfelder are not adequate to compensate for both the performance of our services and the assumption of the risk of damage to such structures. Therefore, the disruption/damage of utilities or

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underground structures which have not been marked will be the responsibility of the utility owner. Services rendered by Kleinfelder to repair utilities damaged during our field exploration will be billed at cost.

Kleinfelder will layout the boring locations in the field using a hand-held GPS device with an accuracy of 15 feet. Boring locations will be approximate and are subject to change based on access issues encountered at the site. Boring elevations will be referenced to a temporary benchmark if no known benchmark is provided prior to our field exploration. The locations of the borings should be considered accurate only to the degree implied by these methods. If precise boring locations or elevations are desired, we suggest a firm specializing in surveying be hired to develop the information.

Boring locations associated with the Admin/Lab Building, SBR Basin, proposed roadway, and borrow site areas (B-5 to B-9 and B-17 to B-21) are located within an existing pond and heavily wooded vegetation and may require an offset and dozer clearing to access these borings. It is our understanding that the Client will be responsible for performing dozer clearing and provide Kleinfelder access to the proposed boring locations.

Necessary removal of fences or gates, permission to enter the site from the current owner or leaseholder, and/or required use-permits will be provided to us by the client prior to our initiating field activities. Kleinfelder will strive to minimize the rutting that may occur; however, rutting in grass areas should be anticipated. If access to the proposed construction site requires crossing existing sidewalks, cracking of the sidewalks should also be anticipated. We have not included any services for the repair or restoration of damage that may occur as a result of our field exploration.

Task 2 – Field Exploration

Per your request, Kleinfelder will explore the subsurface conditions at the project sites by drilling a total of twenty one (21) soil test borings to their termination depths as listed in Table 1. Summary of Proposed Improvements.

The borings will be drilled with a rotary drill rig using 6-inch outside diameter solid flight or hollow stem augers to advance the boreholes. Sampling in the borings will consist of split-barrel samples (ASTM D1586) in cohesionless soils and hard soils, and Shelby tubes (ASTM D1587) in cohesive soils. Four samples will be obtained from the top ten (10) feet of the borings and at 5 feet intervals thereafter. Shelby-tube samples will also be tested with a hand-held pocket penetrometer. One composite bulk sample of the top 10 feet will also be collected from the proposed roadway improvement borings.

Bedrock, if encountered prior to the termination depths for borings associated with the building structure, will be cored to 10 feet into the bedrock formation using NQ-Diamond core bit which will provide approximately 2-inch diameter rock core samples. All soil samples will be visually classified by a staff engineer in the field in accordance with the Unified Soil Classification System (USCS).

Groundwater levels in the borings will be measured and recorded during drilling, at the completion of drilling, and at 24 hours after drilling, if applicable. Borings will be plugged under the appropriate Oklahoma Water Resources Board (OWRB) regulations.

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Task 3 – Laboratory Testing

All laboratory tests will be conducted in accordance with ASTM standards. Depending on the soils encountered, the selection of the number and type of test will be made on representative soil samples. The tests could include the following:

- Water Content
- Atterberg limits
- Grain size distribution
- Unconfined compressive strength
- Standard Proctor
- Resilient Modulus Test
- Consolidation
- One Dimensional Swell
- Corrosivity tests (pH, Chloride, Sulfate, Redox, and Resistivity)

In addition, all soil samples will be visually classified in accordance with the Unified Soil Classification System.

Task 4 – Deliverables

This project will be performed under the direction of a professional engineer registered in the State of Oklahoma and a geotechnical engineering report (in .pdf format) will be prepared. No hard copy of the report will be provided unless specifically requested. This geotechnical engineering report will include boring layouts, boring logs, and laboratory testing results. In addition, all applicable items included in Page 2 of the Geotechnical Information Requirements v2 document (attached to this proposal) will be addressed in the report.

FEE

Based on the proposed program, we will charge a lump sum fee of **\$35,300**. An invoice for our services will be submitted at the completion of the field services. If subsurface conditions differ significantly from those anticipated above, we may need to revise our scope of services and fees in order to complete the project. Should this occur, we will contact you for authorization before proceeding with any additional work.

SCHEDULE

At the present time, we anticipate we could begin work on the project approximately two weeks following your written authorization to proceed, provided there are no circumstances beyond Kleinfelder's control and access to the boring locations are granted. The fieldwork is anticipated to take three to four days to complete. Laboratory testing will require approximately two weeks to complete. The geotechnical engineering report can be submitted within four weeks following the completion of our field work. However, we will work with City of Glenpool to understand your design priorities and prioritize our geotechnical evaluation accordingly. In addition, we could provide preliminary recommendations for high priority structures in advance of our final report, if necessary.

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AUTHORIZATION

Please indicate your approval of this proposal by signing the attached Kleinfelder Client Master Services Agreement (MSA) and Work Order and returning the entire original documents to our office. A fully executed copy will be returned to you. Any modifications to the attached language must be accepted by both parties. Acceptance of the proposal indicates the Client's review and understanding of the scope and service, budget, and terms.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions, and at the date, the services are provided. Our conclusions, opinions, and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

CLOSURE

We are pleased to submit our proposal for the detailed design of the proposed Glenpool Wastewater Treatment Plant project in Glenpool, Oklahoma. If you have questions regarding this proposal or require additional information, please contact the undersigned.

Sincerely,

KLEINFELDER, INC.

Certificate of Authorization #7292 Exp. 06/30/25



Subash Bhandari
Staff Professional II



Bruce G. Stegman, PE
Senior Professional

Attachment:

Geotechnical Information Requirements v2

LOCALMKT/TUL24P164190R2
© 2024 Kleinfelder

Page 5 of 5
Revision No. 1: February 15, 2024, Revision No. 2: February 27, 2024

February 14, 2024

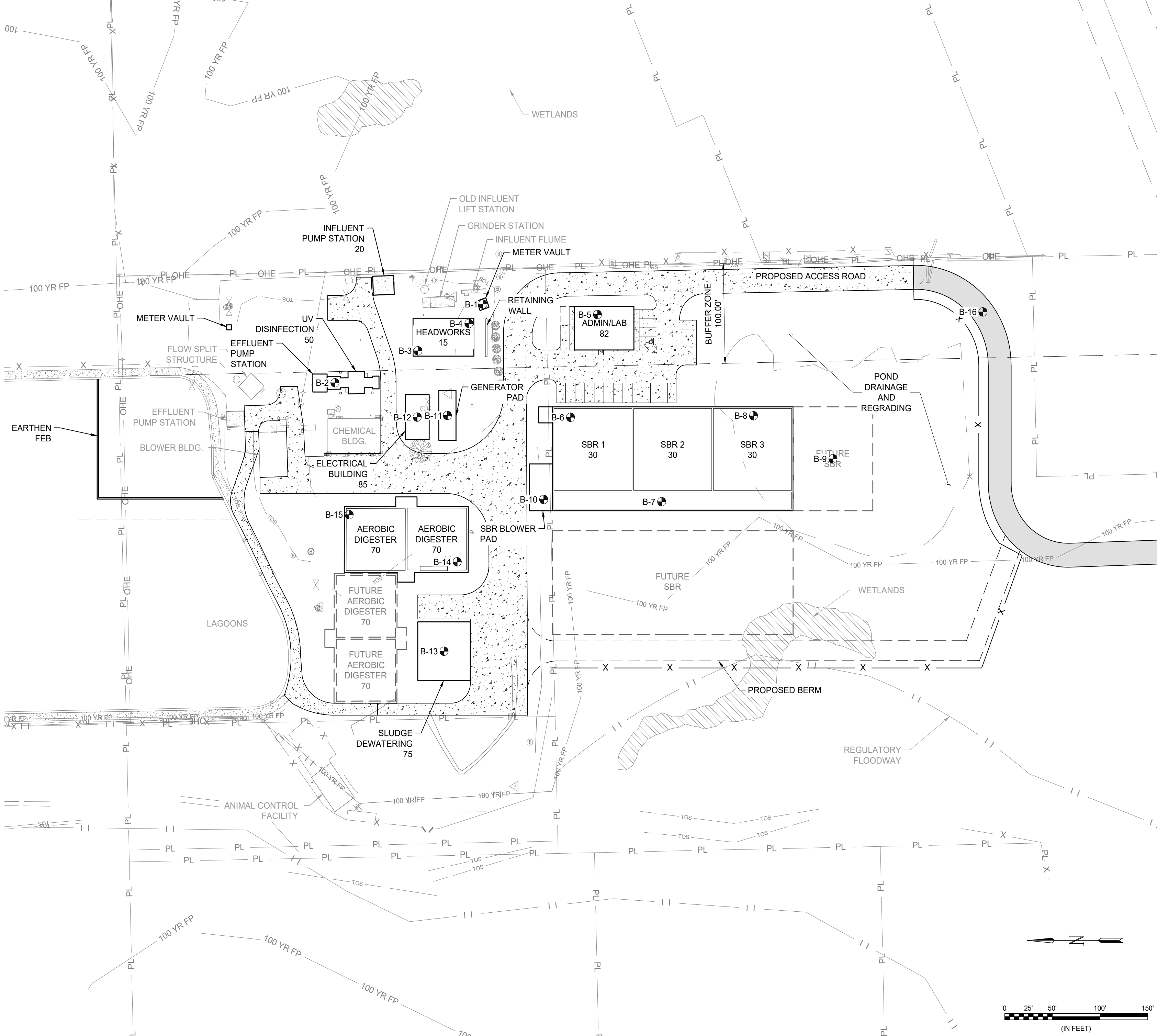
KLEINFELDER 12727 E. 61st Street, Suite A, Tulsa, OK 74146 | 918.627.6161

File: \\anverinc-local\data\Projects\2023\W02-2300438 - Glenpool WWT Plant Drawings\WWT-05-C102-S1.dwg, Last Save: 2/14/2024 2:40 PM, Last saved by: DChangGuzman
Last plotted by: Chang Guzman, Ivan D. Plot Size: AECmon.ctb Plot Scale: 12.8849 Plot Date: 2/14/2024 3:04 PM Plotter used: None

BORE TABLE			
BORE ID	BORE DEPTH	NORTHING	EASTING
1	35'	357460.66	2558142.21
2	40'	357615.94	2558063.46
3	35'	357528.83	2558095.46
4	35'	357475.36	2558122.79
5	20'	357340.51	2558131.77
6	30'	357368.76	2558028.83
7	30'	357273.12	2557944.27
8	30'	357176.67	2558030.38
9	30'	357093.46	2557987.26
10	30'	357396.93	2557946.54
11	35'	357497.94	2558030.67
12	35'	357529.56	2558029.02
13	20'	357501.46	2557794.45
14	30'	357487.63	2557884.05
15	30'	357801.01	2557931.33
16	20'	356936.08	2558134.38

SURVEY NOTES:

- GLENPOOL SITE LOCATION SETUP ON: NAD83 OKLAHOMA NORTH ZONE
- UNITS ARE SET TO UNITLESS NO TRANSFORMATION SETTINGS





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THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

OK COA #4193
EXPIRES 06/30/2024
1016 24TH AVENUE NW
NORMAN, OK 73069
(405) 329-2555

50% DESIGN - NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER GATEWAY PERMITS ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMITTING PURPOSES.

BY: []
DESCRIPTION: []
DATE: []
REV: []

GLENPOOL UTILITY SERVICE AUTHORITY
GLENPOOL, OKLAHOMA

Glenpool
Engineering & Construction

GLENPOOL WASTEWATER TREATMENT PLANT

PROPOSED SITE PLAN - CIVIL OVERVIEW

JOB NO.: 2300438
DATE: JAN. 2024
DESIGNED BY: CDG
DRAWN BY: IDC
CHECKED BY: RDT

BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
05-C102

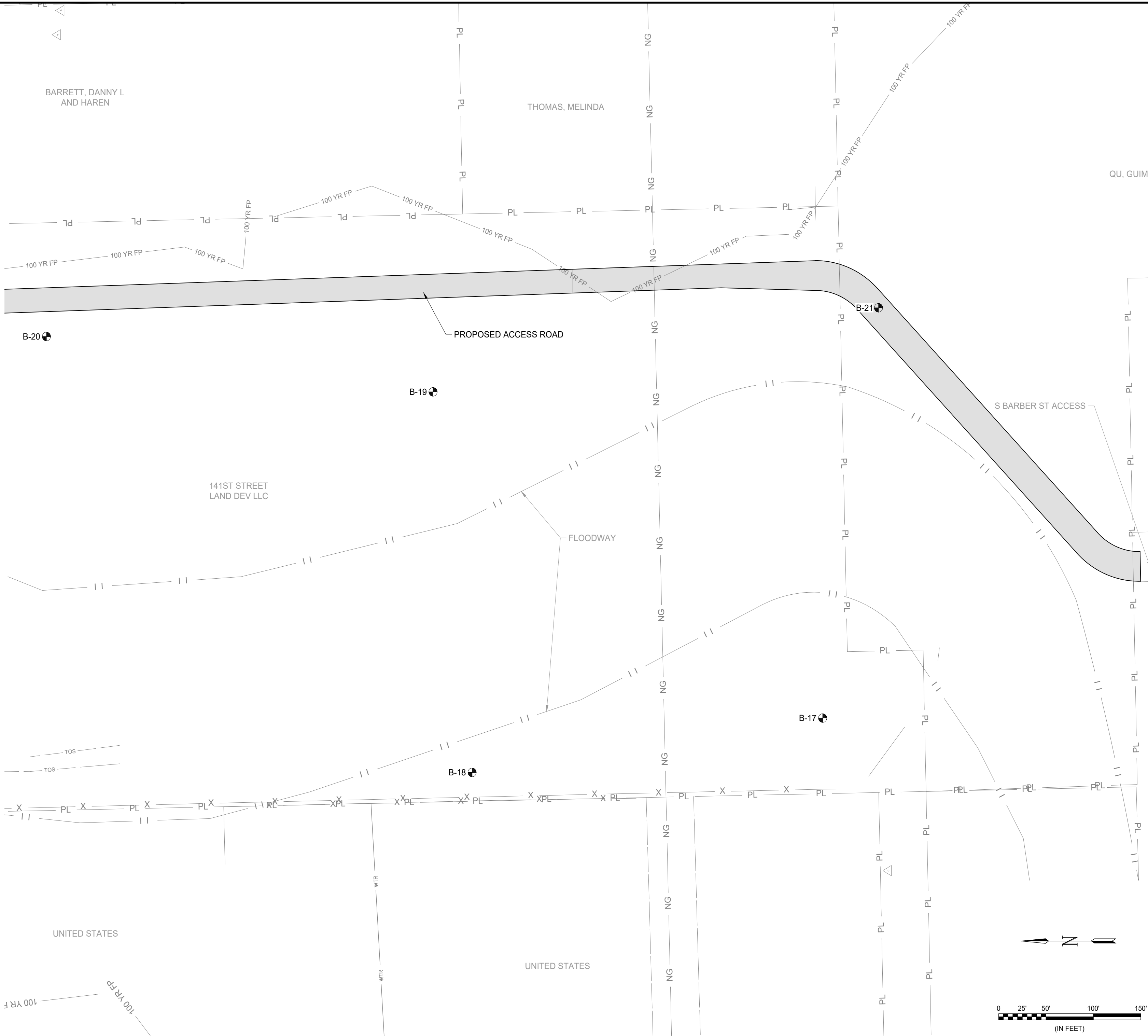
SHEET NUMBER
016

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Last plotted by: Chang Gurman, Ivan D. Plot Style: AEC.ctb, Plot Date: 2/14/2024 3:05 PM, Plotter used: None

SURVEY NOTES:

- 1. GLENPOOL SITE LOCATION SETUP ON: NAD83 OKLAHOMA NORTH ZONE
- 2. UNITS ARE SET TO UNITLESS NO TRANSFORMATION SETTINGS

BORE TABLE			
BORE ID	BORE DEPTH	NORTHING	EASTING
17	10'	355882.87	2557474.08
18	10'	356262.85	2557419.28
19	10'	356294.08	2557802.69
20	10'	356702.21	2557858.44
21	30'	355823.89	2557887.35





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OK COA #4193
EXPIRES 06/30/2024
1016 24TH AVENUE NW
NORMAN, OK 73069
(405) 329-2555

50% DESIGN -NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER GATLING, P.C. 17-1003 ON JAN. 2024. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMITTING PURPOSES.

REV	DATE	DESCRIPTION	BY

GLENPOOL UTILITY SERVICE AUTHORITY
GLENPOOL, OKLAHOMA

Glenpool
Engineering & Construction

PROPOSED SITE PLAN - CIVIL OVERVIEW

JOB NO.: 2300438
DATE: JAN. 2024
DESIGNED BY: CDG
DRAWN BY: IDC
CHECKED BY: RDT

BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
05-C102

SHEET NUMBER
016

GUSA - 06 May 2024 Minutes Attachment

The geotechnical subconsultant shall perform field work and laboratory testing as required to determine the following:

- Site Access and Boring Layout/Utility Clearance
 - Subconsultant will coordinate public utility locating services prior to starting field work.
 - Borings will be laid out in the field based on a boring layout plan agreed upon by Garver and Subconsultant. Surface elevations at each boring location will be determined by Subconsultant.
 - Access to the site will be provided by Owner and is anticipated to be accessed truck/track-mounted drill rig.
- Field Exploration
 - Subconsultant will perform up to twenty-one (21) borings.
 - Borings are anticipated to be drilled with truck- or track-mounted rotary drill rig using a combination of hollow stem augers and wash boring techniques to advance the boreholes.
 - Sampling in the borings will consist of split-barrel samples (ASTM D1586) in cohesionless soils and hard soils, and Shelby tubes (ASTM D1587) in cohesive soils. Samples will be obtained at 2.5-foot intervals in the top ten (10) feet and five (5) feet intervals thereafter. Groundwater observations will be recorded in the borings during drilling, at the completion of drilling and 24 hours after completion of the drilling.
 - If refusal occurs before specified depth is achieved rock cores are not required as long as subconsultant can give a foundation recommendation. Refusal is defined as Standard Penetration Test (SPT) blow counts of 50 or less than or equal to six (6) inches of penetration.
- Recommendation for foundation design including:
 - Soil Classification
 - Over-excavation required to achieve less than 1" of total settlement. (and ½" of relative settlement).
 - Allowable bearing pressure based on recommended over-excavation.
 - Allowable bearing pressure on undisturbed native soils, if applicable.
 - Mat foundation recommendations, including recommendations for over excavation and backfill.
 - materials
 - Strip footing recommendations
 - Surface pavement design recommendations
 - Deep foundation recommendations
 - Allowable end bearing pressure.
 - Allowable skin friction, gravity, and tension. (uplift)
 - Estimated Soil Modulus of Elasticity
 - Lateral soil pressures (for each type of backfill), for both dry and submerged conditions:

GUSA - 06 May 2024 Minutes Attachment

- At-rest
- Active
- Passive
- Expected settlement.
 - Initial
 - Total
- Retaining wall recommendations
 - Coefficient of friction of native and backfill materials.
- Seismic Site Class
- Groundwater elevations
 - At time of boring
 - Piezometer readings, timeframe to be determined.
- Soil corrosivity
- Slope stability of excavations in native soil
- Recommendations for compaction of loose soils
 - Dynamic compaction
 - Aggregate piers
 - Vibrocompaction



To: Honorable Mayor and City Council / Chair and Trustees

From: Joshua M. Brannon, Finance Director

Date: June 3, 2024

Re: Renewal of Property, General Liability, and Workers' Compensation Insurance for FY24-25

Background:

The current policies for Property, General Liability, and Workers' Compensation insurance expire at midnight on June 30, 2024. Oklahoma Municipal Assurance Group (OMAG) is asking for renewal of the following:

Plan	FY24-25 Renewal	FY23-24 Premium	% Change	Comments
Municipal Property Protection	\$136,936	\$113,711	20%	Addition of covered properties + standard rate increase
Municipal Liability Protection	\$130,704	\$96,122	36%	8 additional covered vehicles + standard rate increase
Workers' Compensation	\$251,392	\$223,151	13%	Increased employee count, payroll costs, + standard rate increase

Staff Recommendation:

Staff recommends renewal of all OMAG insurance policies for FY 2024-2025.

Attachments:

OMAG renewal invoices

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Leslie Smith

www.glenpoolonline.com



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

Date of Invoice: 5/13/2024

INVOICE

Mail To: City of Glenpool 12205 S. Yukon Ave. Glenpool, Oklahoma 74033	Insured: City of Glenpool Policy No.: PRO140044408 Policy Type: Property Effective Date: 7/1/2024 Expiration Date: 7/1/2025
---	--

Inst. No.	Date	Transaction Type	Amount	Running Total
1	7/1/2024	Renewal	\$34,234.00	\$34,234.00
			Current Amount Due	\$34,234.00
Total Policy Balance Before Payment: \$136,936.00			Payment Due By	7/1/2024

**Thank you for your business. If you have questions about your account,
please call 1-800-234-9461 or 405-657-1400.**

If not paid within 45 days of due date, policy will be cancelled.

If you are interested in being able to make this payment via ACH, please contact Matt Jacobson at (405) 657-1429.

Detach along the perforation above. Keep top portion for your records. Return bottom portion with your remittance.

Policy No.: PRO140044408 Insured: City of Glenpool	Amount Due: \$34,234.00 Payment Due By: 7/1/2024
---	---

PLEASE REMIT PAYMENT TO:

OMAG
P.O. Box 3091
Edmond, OK 73083



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

Date of Invoice: 5/13/2024

INVOICE

Mail To: City of Glenpool 12205 S. Yukon Ave. Glenpool, Oklahoma 74033	Insured: City of Glenpool Policy No.: GLA140047308 Policy Type: General Liability/Auto Effective Date: 7/1/2024 Expiration Date: 7/1/2025
---	---

Inst. No.	Date	Transaction Type	Amount	Running Total
1	7/1/2024	Renewal	\$32,676.00	\$32,676.00
Total Policy Balance Before Payment: \$130,704.00			Current Amount Due	\$32,676.00
			Payment Due By	7/1/2024

**Thank you for your business. If you have questions about your account,
please call 1-800-234-9461 or 405-657-1400.**

If not paid within 45 days of due date, policy will be cancelled.

If you are interested in being able to make this payment via ACH, please contact Matt Jacobson at (405) 657-1429.

Detach along the perforation above. Keep top portion for your records. Return bottom portion with your remittance.

Policy No.: GLA140047308 Insured: City of Glenpool	Amount Due: \$32,676.00 Payment Due By: 7/1/2024
---	---

PLEASE REMIT PAYMENT TO:

OMAG
P.O. Box 3091
Edmond, OK 73083



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

Date of Invoice: 5/29/2024

INVOICE-Workers' Compensation Standard Plan

Mail To: City of Glenpool 12205 S. Yukon Ave. Glenpool, OK 74033	Insured: City of Glenpool Policy No.: WCV140012408 Effective Date: 7/1/2024 Expiration Date: 7/1/2025
---	--

Inst. No.	Date	Transaction Type	Amount
1	7/1/2024	Renewal	\$62,848.00

Standard Plan Premium: 224,457.00 OMAG Admin. Fee: 26,935.00 Total Premium: 251,392.00 Total Policy Balance Before Payment: \$251,392.00	Current Amount Due: \$62,848.00 Payment Due By: 7/1/2024
--	---

**Thank you for your business. If you have questions about your account, please
call 1-800-234-9461 or 405-657-1400.**

Detach along the perforation below. Keep top portion for your records.

Return bottom portion with your remittance.

Policy Number: WCV140012408 Insured Name: City of Glenpool Invoice Number: 21526	Amount Due: \$62,848.00 Payment Due By: 7/1/2024
--	---

PLEASE REMIT PAYMENT TO:
OMAG
P. O. Box 3091
Edmond, OK 73083



To: Mayor and Council, GUSA Chair and Trustees

From: David Tillotson, City Manager

Date: May 28, 2024

Subject: Resolution #2024007

Background:

Based on Oklahoma law regarding the encumbrance of annual revenues, the City and GUSA have renewed certain Security Agreements whereby the City secured to bondholders payment of the debt service on the Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2019, issued by GUSA as of September 1, 2019. Each year the City and GUSA have agreed to deposit in the general fund each month, as received from the Oklahoma Tax Commission, proceeds derived from sales tax to be paid by the City to GUSA to be used by GUSA for the funding of debt service on the projects for which the foregoing revenue bonds were issued.

The proposed Joint Resolution No. 2024007 is required to reaffirm annually the Security Agreement that collateralizes sales tax collected by the City for payment of GUSA debt service on the 2019 Refunding Bonds. This Resolution is required to be submitted to BOKF, National Association, as "Trustee" of the bonds no later than July 31, 2024, pursuant to Section 4 of the 2019 Security Agreement.

Staff Recommendation:

Staff recommends that the City and GUSA adopt Joint Resolution 2024007.

Attachment:

- Proposed Joint Resolution No. 2024007

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Leslie Smith

www.glenpoolonline.com

**JOINT RESOLUTION NO. 2024007 OF THE CITY OF GLENPOOL
AND THE GLENPOOL UTILITY SERVICES AUTHORITY**

A RESOLUTION AUTHORIZING THE CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES AUTHORITY TO RENEW THAT CERTAIN SECURITY AGREEMENT BY AND BETWEEN THE CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES AUTHORITY WITH RESPECT TO THE ISSUANCE OF THE GLENPOOL UTILITY SERVICES AUTHORITY UTILITY SYSTEM REVENUE BONDS, TAXABLE REFUNDING SERIES 2019, DATED AS OF SEPTEMBER 1, 2019

WHEREAS, the Glenpool Utility Services Authority (the “Authority”) issued certain Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2019, dated as of September 1, 2019, (the “Refunding Bonds”) in order to fund a Project that consisted of paying the outstanding principal amount due at that time on the Series 2010 A, Series 2010 B and Series 2011 Utility System Revenue Bonds issued by the Authority as of December 1, 2010, and January 1, 2011, respectively (the “Prior Bonds”).

WHEREAS, in order to better secure the payment of the Refunding Bonds, the City and the Authority entered into a certain Security Agreement whereby City tax revenues are pledged to debt service on the Bonds; and

WHEREAS, all things required to have been done to make the Security Agreement a valid and binding agreement by and between the City and the Authority have been done.

BE IT THEREFORE RESOLVED by the City Council for the City of Glenpool, Oklahoma, and the Board of Trustees for The Glenpool Utility Services Authority, **THAT**:

§ 1. The City Council and the Board of Trustees for The Glenpool Utility Services Authority shall and hereby do exercise the option provided by Section 4 of the Security Agreement to renew such Security Agreement for the fiscal year period commencing July 1, 2024, and concluding June 30, 2025.

§ 2. Notice of such renewal shall be provided to the Bond Trustee, as defined in such Security Agreement, and to Bond Counsel, not later than July 31, 2024.

PASSED AND APPROVED by the City Council of the City of Glenpool and the Board of Trustees of the Glenpool Utility Services Authority this 3rd day of June 2024.

CITY OF GLENPOOL

GLENPOOL UTILITY SERVICES AUTHORITY

Joyce G. Calvert, Mayor

Joyce G. Calvert, Chair, Board of Trustees

ATTEST:

APPROVED AS TO FORM:

Lesli Smith, City Clerk and GUSA Clerk

City Attorney and Trust Authority Counsel



To: Honorable Mayor and City Council / Chair and Trustees

From: Joshua M. Brannon, Finance Director

Date: June 3, 2024

Re: Accounting Services

Background:

Crawford & Associates, P.C. has provided excellent accounting services in recent years and staff recommends continuing its services into FY 2025. With the City Finance Department now fully staffed, the scope of services provided by Crawford & Associates, P.C. has been reduced, and the associated cost has likewise been reduced from \$5,000 per month to \$2,500 per month.

Attached is the Engagement Letter for the purpose of providing accounting services on a monthly basis at approximately \$2,500 per month.

Staff Recommendation:

Staff recommends Council approval to engage Crawford & Associates, P.C. for monthly accounting services, at an estimated cost of \$2,500 per month.

Attachments:

Crawford & Associates, P.C. Engagement Letter

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Leslie Smith

www.glenpoolonline.com



April 16, 2024

Ms. Susan White, Assistant City Manager
City of Glenpool
12205 S. Yukon Ave.
Glenpool, OK 74033

Dear Ms. White:

Crawford & Associates, P.C. is pleased that the City of Glenpool (the City) continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued successful relationship as an integral financial management resource to the City of Glenpool management and governing body.

We are prepared to provide a full range of accounting and consulting services to the City of Glenpool contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the City of Glenpool are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

General Accounting, Balancing and Advisory Services for internal accounting records, month-to-month, as requested by City Management

Requested and Available Services

In conjunction with the requested and available services as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that all of these services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but will report or otherwise communicate to management any recommendations it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the compilation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm President \$265
- Shareholders \$180
- Senior Managers \$160
- Managers \$140
- Senior Professional Staff \$120
- Professional Staff \$80
- Clerical Staff \$50

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing

estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we estimate the fees for the services anticipated at this time, as defined in the Scope of Services section of this letter, will approximate \$2,500 per month.

The term of this engagement is for services to be provided monthly, beginning July 1, 2024 and continuing monthly through June 30, 2025, unless City Management decides at their discretion to cease the monthly assistance with a one week notice prior to the first day of the subsequent month. Otherwise, the monthly contract will renew on the first of each month, up through the month of June 2024. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of Glenpool.

Respectfully submitted and agreed to by,



Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of Glenpool:

By: _____

Title: _____

Date: _____



To: Honorable Mayor and City Council / Chair and Trustees

From: Joshua M. Brannon, Finance Director

Date: June 3, 2024

Re: Preparation of Annual Financial Statements for FYE June 30, 2024

Background:

The City requested a proposal from Crawford & Associates, P.C. to prepare the financial statements for the fiscal year ending June 30, 2024.

Attached is the Engagement Letter for the preparation of the annual financial statements and scope of work. The estimated cost to complete the financial statements is \$37,000.

Staff Recommendation:

Staff recommends Council approval to engage Crawford & Associates, P.C. for the preparation of financial statements for the fiscal year ending June 30, 2024, at an estimated cost of \$37,000.

Attachments:

Crawford & Associates, P.C. Engagement Letter

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Lesli Smith

www.glenpoolonline.com



April 16, 2024

Ms. Susan White, Assistant City Manager
City of Glenpool
12205 S. Yukon Ave.
Glenpool, OK 74033

Dear Ms. White:

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We are prepared to provide a full range of accounting and consulting services to the City of Glenpool contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the City of Glenpool are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

- Preparation of Annual Financial Statements for the fiscal year ended June 30, 2024

Services Related to the Preparation of Annual Financial Statements

You have requested that we prepare the annual financial statements of the financial reporting entity of the City of Glenpool, Oklahoma as of and for the year ended June 30, 2024. Such financial statements will include:

- a. Basic Financial Statements, including notes to the financial statements
- b. Required Supplementary Information
- c. Supplementary Information (to the extent management elects to include)
- d. Other Information (to the extent management elects to include)

Crawford & Associates' Responsibilities

The objective of our engagement is to prepare the annual financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARSS:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements
- b. The prevention and detection of fraud
- c. To ensure that the entity complies with the laws and regulations applicable to its activities
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements

e. To provide us with:

- i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
- ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
- iii. Unrestricted access to persons within the City of Glenpool, Oklahoma, of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Requested and Available Services

In conjunction with the other requested and available services (other than the preparation of the annual financial statements) as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but will report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the compilation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm President \$265
- Shareholders \$180
- Senior Managers \$160
- Managers \$140
- Senior Professional Staff \$120
- Professional Staff \$80
- Clerical Staff \$50

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we estimate the fees for the services anticipated at this time, as defined in the Scope of Services section of this letter, will approximate \$37,000, unless the City requests additional services outside the scope of this agreement, or substantial changes are made to the City's reporting entity or annual activity, or turnover of key staff at the City occurs, at which we will approach management and possibly the governing body at that time about possible adjustments to our fee range. In the event we complete FY 2024 prior to the end of FY 2025, we may begin interim preparations in the spring of 2025 to facilitate a more timely issuance of FY 2025's financial statements.

The term of this engagement is a period from July 1, 2024 through the June 30, 2025. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of Glenpool.

Respectfully submitted and agreed to by,



Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of Glenpool:

By: _____

Title: _____

Date: _____



To: Honorable Mayor and City Council / Chair and Trustees

From: Joshua M. Brannon, Finance Director

Date: June 3, 2024

Re: Audit Engagement for FYE June 30, 2024 with Hinkle & Company, PC

Background:

The City has engaged Hinkle & Company, PC for the past three years to conduct the Financial and Compliance audit. Staff is pleased with the quality of their work and professionalism.

Attached is the Engagement Letter for the purpose of providing audit services for the fiscal year ending June 30, 2024, at an estimated cost of \$28,500.

Staff Recommendation:

Staff recommends Council approval to engage Hinkle & Company, PC at an estimated cost of \$28,500.

Attachments:

Hinkle & Company, PC Engagement Letter

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Lesli Smith

www.glenpoolonline.com



May 23, 2024

City of Glenpool
Josh Brannon, Finance Director
12205 South Yukon Avenue
Glenpool, Oklahoma 74033

The following represents our understanding of the services we will provide City of Glenpool (The City).

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Glenpool, as of June 30, 2024 and for the year then ended and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with Government Auditing Standards, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America require that supplementary information (RSI), such as management's discussion and analysis (MD&A), budgetary comparison schedule for the General Fund, schedules of the City's proportionate share of the net pension liability and the City's contributions, be presented to supplement the City of Glenpool basic financial statements. Such information, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI.

5028 E. 101st Street

Tulsa, OK 74137

TEL: 918.492.3388

FAX: 918.492.4443

www.hinklecpas.com

The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussions and Analysis
- Schedule of the City's proportionate share of the net pension liability and Other Post-employment Benefits
- Schedule of the City's contributions
- Budgetary Comparison Schedule
- Notes to the Budgetary Comparison Schedule

Auditor Responsibilities

We will conduct our audit in accordance with GAAS. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.



Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America.
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit;
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
 - iv. A written acknowledgement of all the documents that [management] expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - v. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;



- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the Mayor and City Council of the City of Glenpool. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed



Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Kirk Vanderslice is the engagement partner for the audit services specified in this letter. His responsibilities include supervising the auditing services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. *We will work with your staff to schedule the audit to meet the City's needs.*

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. We estimate that our fee for the audit will be \$28,500. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.



The audit documentation for this engagement is the property of Hinkle & Company, PC and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Hinkle & Company, PC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Mayor and Audit Committee, the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.



In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statement's compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Hill & Company, PC

This letter correctly sets forth our understanding of the City of Glenpool.

Mayor Joyce Calvert
City of Glenpool

Date





Finley & Cook, PLLC
405-878-7300
Finley-Cook.com
1421 East 45th Street
Shawnee, OK 74804

Report on the Firm's System of Quality Control

To the Partners of Hinkle & Company, PC and
the Peer Review Committee of the Oklahoma Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Hinkle & Company, PC (the "firm") in effect for the year ended September 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

To the Partners of Hinkle & Company, PC and
the Peer Review Committee of the Oklahoma Society of CPAs
Page -2-

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Hinkle & Company, PC in effect for the year ended September 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Hinkle & Company, PC has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads "Finley & Cook, PLLC".

Shawnee, Oklahoma
August 30, 2023



To: Chairman and Board of Trustees, Glenpool Utility Services Authority

From: David Agbetunsin, City Engineer

Date: June 3, 2024

Re: Discussion and possible action to approve, deny or amend Work Order No.2 to the Master Service Agreement for Professional Services to GUSA, Project No.2302165.

Background:

The engineering department of the City of Glenpool ("the City") is undertaking a project to improve the Geographic Information System (GIS) of the City. This project will provide GIS data model development, deployment of existing water, sewer and stormwater data, support training of GIS deployments, GNSS equipment setup and training.

Staff received two (2) proposals for this project. Garver LLC has been selected to provide this service with a total cost of Thirty Thousand Dollars (\$30,000.00) being the lowest fee. Please recall that Glenpool Utility Service Authority (GUSA) has an existing Master Service Agreement (MSA) with Garver LLC for the provision of professional engineering services, dated August 18,2023. This project is Work Order No. 2 to the existing MSA between GUSA and Garver LLC. This project is to be funded from the 06-6-18-6235 contract services account.

Attached to this report is Work Order No. 2 and the MSA for the provision of professional engineering services, specifically GIS services.

Staff Recommendation:

Staff recommends the approval of work order no 2. for the provision of professional engineering services.

Attachments:

- Work Order No 2.
- Master Service Agreement for Professional Services

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

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

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City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Lesli Smith

www.glenpoolonline.com



**Work Order No. 2
to the
Master Agreement
For
Professional Services
Glenpool Utility Service Authority
Project No. 2302165**

Glenpool Mapping and GIS Support

Version 1
Garver Project No. 2302165



This WORK ORDER ("**Work Order**") is made by and between the **Glenpool Utility Service Authority** (hereinafter referred to as "**Owner**") and **Garver, LLC**, (hereinafter referred to as "**Garver**") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on August 18, 2023 (the "**Agreement**").

Under this Work Order, the Owner intends to engage Garver to support in the collection, development, and deployment of both existing and new GIS data. The Work Order also includes training and equipment procurement for related equipment needed for the project.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

1.1 Garver shall provide the following Services:

1.1.1 See Exhibit A.

1.2 In addition to those obligations set forth in the Agreement, Owner shall:

- 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- 1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.
- 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- 1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.
- 1.2.6 Pay all plan review and advertising costs in connection with the project.
- 1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
- 1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
- 1.2.9 Furnishing Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the project specific requested information.

SECTION 2 – PAYMENT

2.1. The lump sum amount to be paid under this Work Order is \$30,000.00. For informational purposes, a breakdown of Garver's estimated costs is included herein as Exhibit B.

Work Order No. 23W02300
Glenpool Mapping and GIS Support

1 of 2

Version 1
Garver Project No. 2302165



SECTION 3 – EXHIBITS

3.1 The following Exhibits are attached to and made a part of this Work Order:

3.1.1 Exhibit A – Scope of Services

3.1.2 Exhibit B – Compensation Schedule

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The effective date of this Work Order shall be the last date written below.

GLENPOOL UTILITY SERVICE
AUTHORITY

GARVER, LLC

By: _____
Signature

By: Mary Elizabeth Mach
Signature

Name: _____
Printed Name

Name: Mary Elizabeth Mach, PE
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: May 1, 2024

Attest: _____

Attest: [Signature]



EXHIBIT A (SERVICES)

Generally, the scope of services Garver shall provide is Geographical Information System ("GIS") data model development, deployment of existing Owner data, support and training of GIS deployment, and Global Navigation Satellite System ("GNSS") equipment procurement, setup, and training.

1. Garver will provide the following services for creation of a GIS data model to support water and wastewater mapping:
 - 1.1. Develop, with owner input, an Esri-based ArcGIS Online standardized model for the water and wastewater systems within the Owner's ArcGIS Online account. It is anticipated that one (1) combined review meeting for both water and wastewater data models will be undertaken. This review meeting will be virtual between the Owner and Garver.
 - 1.2. Garver will review the existing GIS database structure to determine where features will be moved to in the new database on the Owner's ArcGIS Online account.
 - 1.3. Garver will digitally extract data from the Owner's current water and wastewater GIS data and load into new Esri water model.
2. Garver will provide the following services for creating an Estri-based field asset collection solution:
 - 2.1. Develop, with owner input, an ArcGIS FieldMaps solution to capture new data and update existing data for both the water and wastewater systems utilizing the Asset Collection Equipment. It is anticipated that one (1) combined review meeting for both water and wastewater FieldMaps will be undertaken. This review meeting will be virtual between the Owner and Garver.
 - 2.2. Garver will create electronic documentation materials specific to the Owner's system following completion of Task 2.1.
3. Garver will provide the following services for asset collection equipment procurment and setup:
 - 3.1. Garver will acquire and set up Global Navigation Satellite System (GNSS) equipment on behalf of the Owner, including one base station subscription (1-year) and one rover kit.
 - 3.2. Garver will setup the asset collection equipment and FieldMaps solutions from Task 2 for field collection.
 - 3.2.1. It is anticipated that the base station will utilize Rock Robotics' RTK Network with a base station(s) in and around the Tulsa, OK area. Currently the closest base station within their network is located approximately 18-24 miles from the Owner.
 - 3.2.1.1. Garver to pre-pay on behalf of the Owner, 1-year of correction services for use in conjunction with the rover.
 - 3.2.2. The rover kit will be purchased and equipped with the following:
 - i. GNSS receiver (Emlid RS2+)
 - ii. Tablet with mounting hardware (Samsung Tab S6 Lite or equivalent)
 - iii. Portable charger with mounting bag
 - iv. 2-meter rover rod
 - v. Not Included but required for use and is the responsibility of the Owner:
 1. Wi-Fi hotspot



4. Garver will provide the following services for asset collection solution training:
 - 4.1. Upon completion of Task 1, Task 2, and Task 3, Garver will train Owner on field deployment and collection procedures.
 - 4.2. Garver to train up to two (2) of the Owner's staff on verifying digitized features and collecting undigitized features using the asset collection equipment.
 - 4.3. Two (2) Garver employees will assist Owner's staff for up to two (2) days of data collection on site.
5. Assumptions
 - 5.1. Garver will require direct access to the Owner's existing ArcGIS Online Account with appropriate permission levels.
 - 5.2. Owner will provide their full Esri geodatabases for water and wastewater during the Project Kickoff Workshop to a secure cloud-based storage location as point of departure for the project.
 - 5.3. Support, maintenance, warranty, troubleshooting, and operation of technology and hardware provided by others (e.g., Esri, Rock Robotic, Emlid) is the responsibility of the Owner.
6. In addition to those obligations set forth in the Agreement, Owner shall:
 - 6.1. Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
 - 6.2. Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations which may be required.
 - 6.3. Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
7. Additional Services not Included in Scope
 - 7.1. GIS services, support, and development outside of the Tasks listed above.
 - 7.2. Other services as requested by the owner.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Work Order.

WORK DESCRIPTION	FEE AMOUNT
GIS Basemap Development	\$26,500.00
Equipment and Expenses (Estimated)	\$3,500.00
TOTAL FEE	\$30,000.00

The Owner will pay Garver for Services rendered on a lump sum basis. Garver will invoice monthly based upon the percentage of work completed. The total amount paid to Garver under this Agreement shall not exceed \$30,000.00. Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about July 1, 2025.



**Master Agreement For
Professional Services Glenpool Utility**

Service Authority

Project No. W02-2300438_1



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THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made as of the Effective Date by and between the **Glenpool Utility Service Authority** (hereinafter referred to as "**Owner**"), and **Garver, LLC** (hereinafter referred to as "**Garver**"). Owner and Garver may individually be referred to herein after as a "**Party**" and/or "**Parties**" respectively.

RECITALS

WHEREAS, Owner is in need of certain professional Services as further set forth in the applicable Work Order.

WHEREAS, Garver will provide professional Services as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

"Effective Date" means the date last set forth in the signature lines below.

"Damages" means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

"Hazardous Materials" means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

"Personnel" means affiliates, directors, officers, partners, members, employees, and agents.

"Work Order" means a document executed by both Parties reflecting Owner's request for professional Services in the form of Exhibit A.

2. SCOPE OF SERVICES

- 2.1. Services. Owner hereby engages Garver to perform the scope of service requested by Owner under a Work Order(s) (the "**Services**"). Execution of the applicable Work Order by Owner constitutes Owner's written authorization to proceed with the Services set forth in such Work Order. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



3. PAYMENT

- 3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and the applicable Work Order. Owner represents that funding sources necessary to pay Garver in accordance with the terms of this Agreement will be in place prior to execution of the applicable Work Order.
- 3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.
- 3.3. Payment.
- 3.3.1. Due Date. Owner shall pay Garver all undisputed amounts thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.
- 3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.
- 3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest from the date due until paid at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

- 4.1. Amendments. Garver may be excused from performance or be entitled to an equitable adjustment in the cost of the Services and/or schedule for performance of the Services due to unforeseen circumstances or events outside the reasonable control of Garver ("Amendment"). As soon as reasonably possible following the occurrence of such an event, Garver shall forward a formal request for an Amendment, in the form set forth in Exhibit C, to Owner with backup supporting the Amendment. All Amendments must include documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule for performance of the Services. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional work created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

- 5.1. Owner's responsibilities shall include the following:
- 5.1.1. Those responsibilities set forth in the applicable Work Order.
- 5.1.2. Pay Garver in accordance with Section 3 and the applicable Work Order.



- 5.1.3. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the reasonable accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing Services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in the applicable Work Order. Garver shall give prompt notice to Owner whenever Garver observes or otherwise becomes aware of deficiencies or inaccuracies in the information provided by Owner.
- 5.1.4. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Work Order; or (iii) Owner's performance of its responsibilities under this Agreement.
- 5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

- 6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional engineering services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional engineering services industry.
- 6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies or inaccuracies in Owner-furnished information.
- 6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's project specific safety programs, which have been provided to Garver in writing in advance of any site visits.
- 6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a contractor to comply with laws and regulations applicable to that



contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

- 6.1.6. Garver is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, research, or enforcement of construction insurance or surety bonding requirements. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission.

6.2. Instruments of Service.

- 6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under the applicable Work Order (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.
- 6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession and released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver.
- 6.2.3. Property Rights. Except for the Deliverables, which shall constitute "work for hire" and shall belong to the Owner, all property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so embedded and may not be separated therefrom.



6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of the project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of project costs or construction costs provided pursuant to the applicable Work Order, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Unless underground facilities have been identified, located and marked and such information provided to Garver which Garver is entitled to reasonably rely upon, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. Garver is not responsible for damage to unmarked or improperly marked underground utilities caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. Garver shall be responsible only for those construction phase Services expressly set forth in a Work Order, if any.

6.5.2. Owner agrees, to the fullest extent permitted by law, to indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.



6.5.3. If the Owner requests in writing that Garver provide any additional construction phase services or assistance with resolving disputes or other subcontractor related issues not included within the Scope of Services, and if Garver agrees to provide such services, then Garver shall be compensated for the work as an Amendment in accordance with Sections 4 and 10.2.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and which relate to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally to be Confidential Information. Provided, however, any information which is properly classified as a "public record" under the Oklahoma Open Records Act shall not be treated as Confidential Information or afforded protection hereunder. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services.

7. INSURANCE

7.1. Insurance

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit B until completion of the Services.

7.1.2. Garver shall name Owner as an additional insured on Garver's General Liability policy (and Umbrella policy to the extent it is utilized to supplement Garver's General Liability policy) to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.3. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit B.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of five (5) years beyond completion



of the Services or as required by ARPA and OWRB funding requirements, whichever is later. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

- 8.2. Delivery. After completion of the Services, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under the applicable Work Order.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees, to the extent permitted by Oklahoma law, to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable in excess of the sum of \$250,000 for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such excess liability.

9.2.3. Limitation. To the fullest extent permitted by law, Garver's liability to the Owner for all claims, losses, damages and expenses resulting in any way from the performance of the Services shall not exceed the total fee paid to Garver in the Work Order giving rise to the liability or the collectable proceeds of Garver's applicable insurance policy up to the limits expressly set forth in Exhibit B, whichever is greater.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade)



shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

10.1.3. The site of the arbitration shall be Glenpool, Oklahoma. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.

10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.

10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.



10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.

10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.

10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the project.

10.1. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with the applicable Work Order for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, and (ii) all costs reasonably incurred to bring such Services to an orderly cessation.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

12.1. Governing Law. This Agreement is governed by the laws of the State of Oklahoma without regard to its choice of law provisions.



- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver, its subconsultants, subcontractors and Personnel are, and at all times shall be deemed, independent contractors in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement and the applicable Work Order(s) constitute the entire agreement between Owner and Garver and supersede all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

- 13.1. The following Exhibits are attached to and made a part of this

Agreement: Exhibit A – Form of Work Order
Exhibit B – Insurance
Exhibit C – Form of Amendment

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit. In the event of an express conflict between the provisions of this Agreement and any Amendment or Work Order, the terms of the Amendment or applicable Work Order will control.

[Signature Page to Follow]



Owner and Garver, by signing this Agreement, acknowledge that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agree that all of the aforesaid Exhibits shall be considered a part of this Agreement and agree to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

Glenpool Utility Service Authority

Garver, LLC

By: Joyce G. Calvert
Signature

By: Mary Elizabeth Mach
Signature

Name: Joyce G. Calvert
Printed Name

Name: Mary Elizabeth Mach
Printed Name

Title: Chair, GUSA

Title: Vice President

Date: 8/7/2023

Date: 8/18/2023

Attest: Wenayh H. H.

Attest: Colin





**EXHIBIT A
(FORM OF WORK ORDER)**

**WORK ORDER NO. [?]
Glenpool Utility Service
Authority Project No. [????????]**

This WORK ORDER ("Work Order") is made by and between the **Glenpool Utility Service Authority** (hereinafter referred to as "Owner") and **Garver, LLC**, (hereinafter referred to as "Garver") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on [????????] (the "Agreement").

Under this Work Order, the Owner intends to make the following improvements for **[Insert Project Title]**:

[Insert text here.]

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

1. SCOPE OF SERVICES

- 1.1. Garver shall provide the following Services:
 - 1.1.1. **[Insert text here [or] in Appendix A as needed.]**
- 1.2. In addition to those obligations set forth in the Agreement, Owner shall:
 - 1.2.1. **[Insert text here]**

2. PAYMENT

- 3. For the Services set forth above, Owner will pay Garver as follows: **[Insert Text Here]**

4. APPENDICES

- 4.1. The following Appendices are attached to and made a part of this Work Order:
- 4.2. Appendix A - Scope of Services
- 4.3. Appendix B – Fee Spreadsheet

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page to Follow]



The effective date of this Work Order shall be the last date written below.

GLENPOOL UTILITY SERVICE
AUTHORITY

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



EXHIBIT B (INSURANCE)

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



EXHIBIT C
(FORM OF AMENDMENT)

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
Glenpool Utility Service Authority

[City, State]
Project No. [????????]

AMENDMENT NO. [?]

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the Glenpool Utility Service Authority ("Owner") and Garver, LLC ("Garver"), dated [Insert date] (the "Agreement").

This Amendment No. [?] adds/modifies the Services for the:

[Describe improvements and location]

The Agreement is hereby modified as follows:

SECTION [?] – [Insert section heading]

Section [?] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

GLENPOOL UTILITY SERVICE
AUTHORITY

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

June 3, 2024

To: Chairman and Board of Trustees, Glenpool Utility Services Authority (GUSA)

From: David Agbetunsin, City Engineer

Period: May 1-31, 2024

WASTEWATER TREATMENT FACILITY PROJECT UPDATE

Wastewater Treatment Plant (WWTP)

The City of Glenpool received direct award of the American Rescue Plan Act (ARPA) grant for a new mechanical wastewater treatment facility (WWTF). The City currently owns and operates a Lagoon System Wastewater Treatment Plant. The proposed project is a 3.0 MGD Sequencing Batch Reactor (SBR) Mechanical Wastewater Treatment Plant (WWTP). The project is in the SW1/4, NW1/4 of Section 11, T17N, R12E, Tulsa County.

Project Program Management Summary

Consultant/Project (PPM)	Program	Manager	Cost to Date	Contact Amount	S2E Engineering PLLC
Task					Progress (%)
Project Administration			70,757.40	198,200.00	36%
Design Consultant Selection Phase			28,488.00	28,488.00	100%
Regulatory Approval/Permits			13,322.22	57,954.00	23%
Public Communication Phase			8,453.75	58,302.00	14%
Detailed Design Phase			53,736.70	101,390.00	53%
Bidding Phase			-	19,251.00	0%
Construction Phase			-	245,291.00	0%
Plant Startup			-	58,541.00	0%
				44,978.00	
New Site Property and Topographic Survey			39,316.22		87%
				26,766.00	
Site Flood Plain Permitting NoRise Analysis			21,410.76		80%
Conditional Letter of Map Revisions (CLOMR), if needed			-	31,316.00	0%
Letter of Map Revisions (LOMR), if needed			-	34,024.00	0%
Environmental Information Document			28,700.00	42,662.00	67%
ARPA Grant Administration Coordination			2,700.00	52,604.00	5%
TOTAL			266,885.05	999,767.00	27%

Appendix 1 contains invoices corresponding to payments made so far. These invoices align with the agreement established on 05-01-2023 between S2 Engineering PLLC and Glenpool Utility Services for the provision of Project Program Management Services.

Professional Engineering Design

Garver LLC is rendering professional engineering services as per the agreement executed on August 7, 2023. The engineering design is presently underway, and Garver. The 90% set has been prepared by Garver LLC. The engineering drawings have been prepared to be submitted for ODEQ review and construction permit approval. Invoices pertaining to payments made in accordance with this agreement are provided in Appendix 2.

Engineer Consultant	Cost to Date	Contact Amount	Garver LLC
Core Tasks			Progress (%)
Project Management & Admin	6,661.07	74,011.85	9%
Geotechnical Coordination	661.50	6,115.00	10%
Preliminary Design	927,669.00	927,669.00	100%
Final Design	520,364.27	1,238,962.54	42%
Hourly Services	Cost to Date	Contact Amount	Garver LLC Progress (%)
Bidding & Equipment Procurement Services	-	126,760.00	-
Construction Administration	-	642,218.00	-
Construction Observation	-	665,258.40	-
O&M Manual And Startup Training	-	127,461.00	-
TOTAL	1,455,305.84	3,808,455.79	38%

Variance Request

Staff has made a variance request with the Oklahoma Department of Environmental Quality (ODEQ) for the grit removal system, the grit classification system, and the Sequential Batch Reactor (SBR) design operating levels. Attached is the variance request submitted to ODEQ. Upon preliminary review ODEQ has found our variance request approvable.

404 Permit

Staff is applying for the Nationwide Permit (NWP-59) for the mitigation of the wetland using the Mitigation Bank. Staff awaits final determination response from United States Army Corps of Engineers (USACE).

Geotechnical Services

A detailed design geotechnical engineering study is required to explore and evaluate the subsurface conditions for the proposed project. Kleinfelder is the selected consultant to provide geotechnical engineering study. The geotechnical services were approved by GUSA board on February 28, 2024. The cost of this service is \$35,300.

Opinion of Probable Construction Cost (OPCC)

The updated OPCC is estimated at \$61.2 Million. There is a need for additional funding to cover the project cost. City Management is applying for the Clean Water State Revolving Fund (CWSRF) to cover the remaining project costs.

Clean Water State Revolving Fund (CWSRF)

The Clean Water State Revolving Fund is a low-interest loan program that assists communities with wastewater and pollution control projects. Staff will apply for the Clean Water State Revolving Fund (CWSRF) for the excess project funds. City Management has applied for \$35,000,000.00 CWSRF. The application is currently under review by OWRB staff.

Other Information

City Staff have applied for a permit to construct. The 90% plan set, and construction documents were submitted to Oklahoma Department of Environmental Quality for review.

Staff in collaboration with the PPM are reviewing with 90% plan set. The WWTP project has been presented to the Technical Advisory Committee (TAC) on May 17th, 2024. All review comments have been sent to the engineers.

Schedule

Below is the schedule for the project.

Updated Phase Description Schedule Date		
Notice to Proceed		August 18, 2023 (Complete)
Technical Memoranda		October 19, 2023 (Complete)
Preliminary Design		January 11, 2024 (Complete)
Preliminary Design Workshop		January 30, 2024 (Complete)
Final Design – 90% and ODEQ Submittal		April 29, 2024 (Complete)
Final Design – 90% Workshop		May 17, 2024 (Complete)
Final Design – 100% Submittal		July 12, 2024
Proposed Bid Opening		Fall 2024
Finish Construction		December 2026

Recommendation

This report is for information purposes only.

APPENDIX 2



750 SW 24th Street Ste 200
Moore, OK 73160
405-329-2555

www.GarverUSA.com

INVOICE

David Agbetunsin
City of Glenpool, OK
12205 S Yukon Ave
Glenpool, OK 74033

May 14, 2024
Project No : 2300438
Invoice No: 2300438-6

Project: Glenpool Wastewater Treatment Facility Design

Professional Engineering Services through April 26, 2024

	Percent Complete	Contract Amount	Total Billed to Date	Previous Billings	Current Billing
Lump Sum Services					
Task 1 - Project Management & Admin	9%	\$74,011.85	\$6,661.07	\$5,180.83	\$1,480.24
Task 2 - Geotechnical Coordination	10%	\$6,115.00	\$611.50	\$611.50	\$0.00
Task 3 - Preliminary Design	100%	\$927,669.00	\$927,669.00	\$927,669.00	\$0.00
Task 4 - Final Design	42%	\$1,238,962.54	\$520,364.27	\$61,948.13	\$458,416.14
Hourly Services					
Bidding & Equipment Procurement Services		\$126,760.00	\$0.00	\$0.00	\$0.00
Construction Administration		\$642,218.00	\$0.00	\$0.00	\$0.00
Construction Observation		\$665,258.00	\$0.00	\$0.00	\$0.00
O&M Manual and Startup Training		\$127,461.00	\$0.00	\$0.00	\$0.00
Totals		\$3,808,455.39	\$1,455,305.84	\$995,409.46	\$459,896.38

Total Amount This Invoice \$459,896.38

Authorized by: _____

Cole Niblett PE
Project Manager

Remit Payment To:

For delivery via regular US postal service:

Garver, LLC
P.O. Box 736556
Dallas, TX 75373-6556

For delivery via overnight courier service:

JPMorgan Chase (TX1-0029)
Attn: Garver, LLC P.O. Box 736556
14800 Frye Road, 2nd Floor
Fort Worth, TX 76155



6100 S Yale Ave. Suite 1300
Tulsa, OK 74136

TEL 918.250.5922

www.GarverUSA.com

Progress Report Glenpool WWTP Improvements

To: Glenpool Utility Service Authority
From: Cole Niblett, PE
Copies to: Garver File 2300438
Period Ending: April 26, 2024

Please allow us to give a brief progress report of our work on the above referenced project.

Recent Accomplishments

- Addressing Comments from 50% Design Review
- SCADA Workshop
- Submit ODEQ Variance Request
- Continuing to Work on Final Design
- Monthly Progress Meetings

Need from Others

- None

Planned Assignments for Next Reporting Period

- Finishing Work on Final Design
- Final Design Workshop
- Submit ODEQ Review Packet
- Start Work on Bid Set