



**NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
REGULAR MEETING**

A Regular Session of the Glenpool Utility Service Authority will be held at 6:00 p.m. immediately following the Glenpool City Council Meeting on August 7, 2023, 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=QzdFVjA1b0lKa1lSUFlKbUNrUUxtdz09>

Meeting ID: 897 5355 5435

Passcode: 974088

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Find your local number: <https://us02web.zoom.us/j/89753555435?pwd=QzdFVjA1b0lKa1lSUFlKbUNrUUxtdz09>

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: Wknight@cityofglenpool.com **PRIOR TO 6:00 PM, AUGUST 7, 2023.**

AGENDA

	Page
A) Call to Order - Joyce G. Calvert, Chair	
B) Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Joyce G. Calvert, Chair	
C) Departmental Reports	
1) 2023-07 Water Sewer Report	3 - 7
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) Minutes from July 17, 2023 meeting. 8 - 12
[GUSA - 17 Jul 2023 - Minutes - Html](#)
- 2) Resolution No. 2023009, updating signatories of Bancfirst accounts. 13 - 14
[Resolution No. 2023009 Bancfirst Signatories](#)
- 3) Updating signatories of the Mabrey Bank accounts, and authorizing the City Manager to sign the necessary bank forms. 15
[Staff Report - Mabrey Bank Account Signatories](#)
- 4) Updating signatories of the American Heritage Bank account and authorizing the City Manager to sign the necessary bank form. 16
[Staff Report - American Heritage Bank Account Signatories](#)
- 5) Approval of the Oklahoma Water Resources Board American Rescue Plan Act Grant Agreement, ARPA Grant Application No: ARP-23-0014-DPG. 17 - 27
[Staff Report - OWRB ARPA Grant Agreement](#)

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 the agreement for engineering services for the Wastewater Treatment Facility, between Glenpool Utility Services Authority and Garver LLC, pending legal review by the City Attorney. 28 - 55
(David Agbetunsin, City Engineer)
[Staff Report - Agreement between GUSA and Garver LLC](#)
- 2) Discussion and possible action to approve or deny acceptance of public water line extension serving Tropical Smoothie, 12130 S. Waco Avenue. 56 - 72
(David Agbetunsin, City Engineer)
[Staff Report - Tropical Smoothie Waterline Acceptance](#)
- 3) Discussion and possible action to approve or deny the Real Estate Purchase and Sale Agreement with 141st Street Land Development, LLC in the amount of \$612,500 for the purchase by GUSA of certain real property consisting of approximately 20.81 acres located in the West half of the Southwest Quarter (W/2 SW/4) of Section Eleven (11), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof. 73 - 81
(David Tillotson, City Manager)
[Staff Report - Sewer Property Purchase](#)

I) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on August 4, 2023, by 1130 am.

Signed: Wendy Knight

Secretary



To: Honorable Chairman and Trustees, Glenpool Utility Service Authority

From: Jesse Hale, Public Works Director

Subject: July 2023 Water, Sewer, and Wastewater Treatment Plant Report

The following details of all work completed between July 1, 2023 – July 31, 2023

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) at lift stations
- Vehicle and equipment maintenance performed
 - Grinder shaft is in the shop
 - Effluent VFD #3 VFD installation should be completed by end of August
 - Blower #1 has been taken out of service for repairs.
 - Filters on All Blowers were replaced on July 27th

Lift Stations:

- Mowed, weeded, and sprayed (where needed) at lift stations
- Lift Stations inspected
 - New fence installed at Newmans Lift Station. Taller, secure, with better curb appeal
 - New motor starter installed at Eden South Lift Station.

Distribution:

- 411 Utility locates
- 169 service orders completed for the utility office
- 132 turn offs for non-payment
- 0 lock outs for non-payment
- Performed monthly meter reads and with 22 bad registers
- 6 leaks repaired – 2 major on a 12” water and 16” sewer effluent (2 repairs pending)
- 3 meters set (1 residential, 2 commercial)
- 31 pending meter sets (29 residential, 2 commercial)
- Monthly water samples taken and passed

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 Wendy Knight

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- Mowed, weeded, and sprayed (where needed) at water towers and booster stations
- Cleaned and serviced vehicles and equipment
- Jetrodded 0 possible sewer backup(s), (Jetrod machine is being repaired)
- 0 Manholes and lid repaired
- Booster Pump station on US75 at 131st sprung a pin hole leak, flooding the station. A valve was installed to isolate the station at 128th St on the west side of US-75. Awaiting further instruction from city engineer on path forward.
- Two new pumps were installed at Booster Pump Station on 150th. One pump is still waiting on a mounting plate to be fully operational.
- Implemented a hydrant flushing program to provide better quality water to outlying customers.

Misc:

- Took delivery of 2 of 4 new trucks from Mark Allen. One has been completely outfitted and is in service.
- A portion of the water and wastewater team visited the wastewater plants in Sapulpa, Bixby, and Sand Springs to get familiar with different processes used in wastewater plants. These visits allowed our team to better understand the pros and cons of various processes and get real life feedback from operators that use those pieces every day.

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City Of Glenpool

Creating Opportunity

Newman Lift Station Fence Upgrade. Old fence is 5' tall. New fence is 6' tall.



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City Of Glenpool

Creating Opportunity

Wastewater Plant Tour



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City Of Glenpool

Creating Opportunity

2023 Chevrolet 1500 Crew Cab 4x4 – Wastewater Superintendent



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MINUTES
GUSA Special Meeting
Monday, July 17, 2023 Council Chambers 6:00 PM

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

TRUSTEES ABSENT: Tim Fox

STAFF PRESENT: David Tillotson
Susan White
Wendy Knight
Jesse Hale
David Agbetunsin
Madi Plett
Jeremy Plane

- A) Call to Order - Joyce G. Calvert, Chair**
Chair Calvert called the meeting to order at 7:27 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Joyce G. Calvert, Chair**
Wendy Knight called the roll, Chair Calvert declared a quorum present.
Eric Wade, of Rosenstein, Fist & Ringold was also in attendance.
- C) Departmental Reports**
Jesse Hale, Director of Public Works, advised there was a pinhole leak at the pump station at 131st and highway 75. A valve was ordered and placed so that the pump station can be isolated and repaired without shutting down the surrounding businesses.
- D) Trustee Comments**
Vice Chair Kearns thanked **Mr. Hale** for the work he did with the Youth Football and Youth Baseball contracts. The organizations were very pleased with the negotiations.
- 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 June 5, 2023 and June 19, 2023 meetings.
[GUSA - 05 Jun 2023 - Minutes - Html](#)
[GUSA - 19 Jun 2023 - Minutes - Html](#)
- 2) Purchase of two (2) 2023 Silverado 1500 4x4 work trucks; one (1) 2024 Silverado 2500 4x4 work truck; and one (1) 2024 Silverado 3500 4x4 work truck, at a cost not to exceed \$208,200.00, to be funded from the approved FY 23/24 GUSA Budget Account No. 02-6-16-6350 (Vehicles).

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

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			
	4	0	0	1

CARRIED.

[2023-07-17 PW Purchase - FY23-24 Truck Purchases](#)

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

H) Scheduled Business

- 1) Discussion and possible action to enter into Executive Session for the purposes of discussing the purchase or appraisal of certain real property located in the City of Glenpool, pursuant to 25 O.S. § 307.B.3 of the Open Meeting Act.
(David Tillotson, City Manager)

Moved by Chris Brobst, seconded by Brandon Kearns

To continue and reconvene this meeting immediately following the GEMS Special Meeting to take up the remaining items on the GUSA agenda. (Motion made/passed at 7:31 p.m.)

	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.

Moved by Jacqueline Triplett-Lund, seconded by Chris Brobst

To reconvene in the GUSA meeting to take up the remaining items on the agenda at 7:37 p.m.

	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.

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

To enter into Executive Session at 7:37 p.m.

	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.

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

Moved by Brandon Kearns, seconded by Jacqueline Triplett-Lund

To reconvene in Regular Session at 8:06 p.m.

	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.

- 3) Discussion and possible action to authorize the City Manager to proceed in a manner consistent with the discussion in executive session regarding the purchase or appraisal of certain real property located in the City of Glenpool.
(David Tillotson, City Manager)

Moved by Chris Brobst, seconded by Joyce Calvert

To approve the purchase of certain real property in the City of Glenpool, consistent with the discussion in Executive Session, subject to final approval of the real estate purchase and sale agreement by the GUSA Board at a future meeting.

	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.

I) Adjournment

GUSA
July 17, 2023

Chair Calvert declared the meeting adjourned at 8:07 p.m.



To: Honorable Mayor and City Council

From: Julie Casteen, Finance Director

Date: August 4, 2023

Re: Approval of BancFirst account signatories resolution – 2023009 City Council

Background:

The attached resolution is required by BancFirst to authorize signatory changes for the City of Glenpool's bank accounts (pooled cash and sweep account).

Staff Recommendation:

- Staff recommends approval of BancFirst signatories resolution 2023009 City Council.

Attachments:

- BancFirst Resolution 2023009 City Council

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RESOLUTION 2023009 CITY COUNCIL



MULTIPLE ACCOUNT SIGNATURE CARD (Corporation*)

☐ New ☒ Revised

Customer Name: CITY OF GLENPOOL

Address: 12205 S YUKON AVE

GLENPOOL OK 74033

Date: 8/3/2023

Taxpayer ID #: 23-7196935

Phone: 918-322-5409

CSR/CC: GLL/007

This signature card is valid for the following accounts held at BancFirst:

Account #	Account Name	Account #	Account Name
070038448	CITY OF GLENPOOL		
9500700001	CITY OF GLENPOOL SWEEP		

Name of Signatory	Signature Specimens**	Title
1. JULIE CASTEEN	SGN	
2. SARAH CAGE	SGN	
3. WENDY ANN KNIGHT	SGN	
4. DAVID JAMES TILLOTSON	SGN	
5. SUSAN MAY WHITE	SGN	
6.		

WHEREAS, the Board of Directors of (the "Corporation") desires to amend the schedule of authorized signers on the subject accounts and has approved this Amended Resolution on the date set forth herein.

THEREFORE, BE IT RESOLVED, that the persons whose names are set forth herein are authorized to write checks, make deposits, transfer funds, endorse items, withdraw funds and be further authorized to take all actions necessary to accomplish any other normal banking functions on behalf of the Corporation for the account numbers set forth herein, subject to all of the terms and conditions of the Corporate Authorization Resolution, and the Bank's Funds Availability Schedule, Electronic Funds Transfer Disclosure, Account Disclosure and Privacy Disclosure, whose terms are hereby agreed to and ratified except as amended herein.

SECRETARY'S CERTIFICATE

The undersigned hereby certifies that s/he is the Corporate Secretary of CITY OF GLENPOOL, a corporation duly organized and existing under the laws of the State of OKLAHOMA; that the foregoing is a true and correct copy of the resolution adopted at a meeting of the Board of Directors of said corporation held on , at which meeting a quorum was at all time present and acting; that the passage of said resolutions were in all respects legal; and that said resolutions are in full force and effect.

Date: _____

Secretary

*May also be used for Public Funds and Public Trusts.

**Signature Specimens not witnessed by a BancFirst employee must be notarized.



To: Honorable Mayor and City Council

From: Julie Casteen, Finance Director

Date: August 4, 2023

Re: Mabrey Bank Signatories

Background:

The City of Glenpool currently has the following five accounts with Mabrey Bank:

1. Juvenile Court Bond Fund
2. Glenpool Utility Service Authority Meter Deposit
3. Municipal Court Bond Fund
4. US Drug Enforcement Agency (DEA) Forfeiture Account
5. Glenpool Police Department Seized/Unclaimed Currency Account

The current account signatories are David Tillotson, City Manager; Susan White, Assistant City Manager; Sarah Cage, Comptroller; and Wendy Knight, City Clerk. This action would add Julie Casteen, who was hired as Finance Director on July 31, 2023.

The City Manager will sign the required bank forms to make these changes.

Staff Recommendation:

Staff recommends approval of updating signatories of the Mabrey Bank accounts and authorizing the City Manager to sign the necessary bank forms.

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To: Honorable Mayor and City Council

From: Julie Casteen, Finance Director

Date: August 4, 2023

Re: American Heritage Bank Signatories

Background:

The City of Glenpool currently has the following account with American Heritage Bank:

1. Certificate of Deposit

The current account signatories are David Tillotson, City Manager; Susan White, Assistant City Manager; Sarah Cage, Comptroller; and Wendy Knight, City Clerk. This action would add Julie Casteen, who was hired as Finance Director on July 31, 2023. The City Manager will sign the required bank forms to make these changes.

Staff Recommendation:

Staff recommends approval of updating signatories of the American Heritage Bank account and authorizing the City Manager to sign the necessary bank forms.

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To: Chairman and Board of Trustees, Glenpool Utility Services Authority
From: David Agbetunsin, City Engineer
Date: August 7, 2023

Re: Oklahoma Water Resources Board American Rescue Plan Act Grant Agreement.
ARPA Grant Application No: ARP-23-0014-DPG

Background:

The City of Glenpool, hereafter referred to as "The City", received direct award of the American Rescue Plan Act (ARPA) grant for a new mechanical wastewater treatment facility (WWTF) through the Oklahoma legislature under Senate Bill 13. 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), hereafter referred to as "the project".

The Oklahoma Water Resources Board (OWRB) approved the City's request for the ARPA grant on July 18, 2023. The grant amount shall not exceed forty-four million dollars (\$44,000,000). The grant shall include statutory administrative fees up to 4 % of the grant amount. The agreement states that all reimbursement invoices for the eligible project activities must be received by August 31, 2026. The grant approval is subject to GUSA board approval. The City is encumbering the ARPA funds for the project by approving the agreement.

The following documents are enclosed with this report; the agreement between GUSA and OWRB, Order Approving ARPA Grant Application, and Notice of ARPA Grant Approval.

Staff Recommendation:

Staff has reviewed the terms of the agreement with the City's legal team and recommends the approval of the OWRB ARPA grant agreement for \$44,000,000.00.

Attachments:

- Agreement between GUSA and OWRB
- Order Approving ARPA Grant Application
- Notice of ARPA Grant Approval

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**OKLAHOMA WATER RESOURCES BOARD
AMERICAN RESCUE PLAN ACT GRANT AGREEMENT
Between The Glenpool Utility Services Authority, Tulsa County
and Oklahoma Water Resources Board**

I, Ms. Joyce Calvert, duly authorized Chairman of The Glenpool Utility Services Authority, Tulsa County (hereinafter "Recipient"), do hereby accept and acknowledge said grant according to the terms of this American Rescue Plan Act ("ARPA" or the "Act") Grant Agreement.

In accepting said grant, Recipient duly acknowledges and agrees in all regards and respects that the Oklahoma Water Resources Board (the "Board") is a Subrecipient of a grant made available under the Act from the United States Treasury and the Recipient is a secondary subrecipient of such grant and, as such, Recipient must and shall comply with the requirements of all applicable federal and state statutory provisions and all Board rules, regulations and ARPA applicable grant policies including but not limited to: American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021), 2 CFR 200 et seq, local, state and federal labor laws, and other relevant provisions in the list attached hereto as "**Attachment 2**". Without limiting the generality of the foregoing, the applicant agrees as follows:

1. **Description of approved project.** This grant has been approved by the Board for Recipient's project which is to construct a new sequencing batch reactor wastewater treatment plant to replace the old aerated lagoon plant as well as other related expenses (the "Project"), as provided in the Board's Order Approving ARPA Award attached hereto as "**Attachment 1**" and incorporated by reference herein.
2. **Determination of amount of grant and assurance of adequate funding.** The amount of this grant shall not exceed the amount of forty four million dollars only (\$44,000,000.00). This amount will be reduced by up to 4% for statutory administrative fees. The Recipient shall ensure that adequate funding is in place to complete the Project. In the event that this grant alone, is for any reason insufficient to complete the Project, the Recipient shall obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of the Project.
3. **Creation and maintenance of separate accounting.** As a prerequisite to receiving grant money from the Board, Recipient shall establish and maintain separate accounting for said ARPA funds in a federally insured account.
4. **Expenditure of money in grant account only for authorized Project purposes.** The Board shall disburse proceeds of the grant to the Recipient only for incurred eligible project costs dated from March 3, 2021 and after in accordance with ARPA procedures. The Recipient shall submit certified requests for disbursement of funds proceeds to the Board on ARP-271 forms. The requests shall be accompanied by such invoices or other

OWRB ARPA Grant Agreement
Grant No. ARP-23-0014-DPG

documentation as may be required by the Board to demonstrate that such amounts have been incurred by or on behalf of the Recipient for the payment of project costs. Upon approval by the Board Staff, the Board shall provide for disbursement of that portion of the funds to the Recipient in an expeditious and timely manner. The Recipient covenants and agrees that all disbursements of funds received shall be immediately and expeditiously transferred or paid out, as appropriate, for payment of Project costs as specified by the Recipient on the corresponding ARP-271 form. ARPA Grant funds cannot be expended for reimbursement of products or services originally procured with other federal or state grant funds.

5. **Expiration of Approval.** All reimbursement invoices for eligible project activities must be received by the Board by August 31, 2026 unless extended in writing by the Board. If an acceptable reimbursement request is not received on or before August 31, 2026, and there is no notice of extension by the Board then the approval of this grant shall expire, and no further grant funds will be released to Recipient.
6. **De-obligation of unexpended grant money.** Upon completion of the project, the Recipient agrees to provide to the Board with a copy of a certification in such form as is acceptable to the Board regarding completion of the project and quantification of any unexpended funds. Thereafter, the Board will de-obligate any such unexpended funds.
7. **Single Audit.** If a Single Audit is required, Subrecipient will submit a copy of the audit report to the State of Oklahoma within 9 months from the end of Subrecipient's fiscal year. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F.
8. **Record Retention.** The Recipient agrees to maintain and make available to the State of Oklahoma and/or US Department of Treasury, upon request, all documents, and financial records sufficient to establish compliance with ARPA, including but not limited to those examples of records described in Attachment 2. Recipient shall maintain and retain its financial records, supporting documents, statistical records, and all other records pertinent to this Grant for seven (7) years after all funds have been expended, and longer if any litigation, claims, or audit is started before the end of that seven (7) year period; in which case, records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action has been taken. If the U.S. Department of Treasury requests transfer of any of Recipient's records to it, Recipient must collect and transmit all required records to Treasury within the time allowed by Treasury in the request and in the format required in section 2 CFR § 200.336 of the Uniform Guidance (as defined in Attachment 2).
9. **Remedies.** In the event of non-compliance, the OWRB has the authority to withhold disbursements of grant funds pending correction of the non-compliance, terminate the grant, recover from the Recipient grant funds expended by the Recipient for anything other than approved Project costs, or other remedies available by law.

OWRB ARPA Grant Agreement
Grant No. ARP-23-0014-DPG

10. **SAM.Gov Registration.** Recipient is registered with the U.S System for Award Management (SAM) and confirms that the Data Universal Numbering System (DUNS) number or Unique Entity Identifier (UEI) listed is the correct such number for the Recipient as of the date hereof.

11. **Federal Requirements.** The Recipient may be subject to additional requirements as may be directed by OWRB in accordance with ARPA and associated procedures for implementing provisions of the Act.

In consideration of the Recipient's agreement to these terms and conditions, Recipient has entered and signed this American Rescue Plan Act Grant Agreement this ____ day of _____, 20____.

**The Glenpool Utility Services Authority,
Tulsa County, Oklahoma**

By: _____
Ms. Joyce Calvert, Chairman

ATTEST:

By: _____

Title: _____

(BOARD SEAL)

ATTACHMENT 1

OWRB BOARD ORDER APPROVING AWARD
OF AMERICAN RESCUE PLAN ACT GRANT
[Following pages]

**PLEASE RETAIN THE FOLLOWING
BOARD ORDER FOR YOUR RECORDS**

ATTACHMENT 2

Recipient confirms understanding it is a Recipient of State Fiscal Recovery Funds, and agrees to comply with applicable federal compliance, reporting, and contract requirements, including but not limited to:

FEDERAL LAWS

American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021), as amended.

2 CFR 200 *et seq.* Specific sections include but are not limited to:

- the property standards found in 2 CFR § 200.310 through 2 CFR § 200.316 if applicable,
- the procurement standards found in 2 CFR §200.317 through 2 CFR §200.327
- financial monitoring and reporting requirements found in 2 CFR§ 200.328 to 2 CFR§ 200.330 regarding oversight of information and information collection
- record retention found in Section 2 CFR §200.334 through 2 CFR §200.338
- audit requirements found in Sections 2 CFR §200.500 through 2 CFR §200.520

US Department of Treasury Final Rule, Coronavirus State and Local Fiscal Recovery Funds, 87 Fed. Reg. 4338, January 27, 2022 and all other applicable federal rules, policies, guidance, procedures, and directives including Reporting and Compliance Guidance, as may be amended.

In accordance with 2 CFR 200.501(a), the recipient hereby agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year.

Uniform Guidance (2 CFR Part 200), including Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

Davis Bacon Act, 40 U.S.C. §3141 and related Regulations for projects \$10 million or over
For projects over \$10 million (based on expected total cost):

a. A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

- The number of employees of contractors and sub-contractors working on the project.
- The number of employees on the project hired directly and hired through a third party.

- The wages and benefits of workers on the project by classification; and whether those wages are at rates less than those prevailing.
- Recipients must maintain sufficient records to substantiate this information upon request.

Applicable US Department of Treasury guidance (as may be amended from time to time).

STATE LAWS

The Oklahoma Competitive Bidding Act of 1974, 61 Okla. Stat. §101 *et seq.*

The Oklahoma Consultant Act 61 Okla. Stat. §60 *et seq.* regarding procurement of engineering and architectural services for the Project.

EXAMPLES OF RECORDS TO BE RETAINED

- General ledger and subsidiary ledgers used to account for (a) the receipt of grant payments and (b) the disbursements from such payments to meet eligible expenses
- Budget records;
- Payroll, time records, human resource records to support costs incurred for payroll expenses related to the Grant.
- Receipts of purchases made related to the Grant;
- Contracts and subcontracts entered into using grant payments and all documents related to such contracts;
- Grant agreements and grant subaward agreements entered into using grant payments and all documents related to such awards;
- All documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
- All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
- All internal and external email/electronic communications related to use of grant payments; and
- All investigative files and inquiry reports involving grant payments.

**BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA**

IN THE MATTER OF AMERICAN RESCUE PLAN ACT)
(ARPA) GRANT APPLICATION NO. ARP-23-0014-DPG)
IN THE NAME OF THE GLENPOOL UTILITY SERVICES)
AUTHORITY, TULSA COUNTY, OKLAHOMA.)

ORDER APPROVING ARPA GRANT APPLICATION

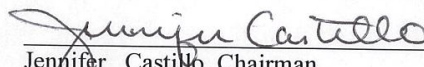
This matter came on for consideration before the Oklahoma Water Resources Board on the 18th day of July 2023. The Board finds that since the application for this grant has been identified by the legislature under Senate Bill 13, has met the eligibility requirements for this grant, and that since sufficient funds are available, the grant application for an amount not to exceed \$44,000,000.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$44,000,000.00, including up to 4% administrative fee allocated by statute to the OWRB.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to construct a new sequencing batch reactor wastewater treatment plant (WWTP) to replace the old aerated lagoon WWTP. Applicant is authorized to request the ARPA grant funds only for cost incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, Glenpool Utility Services Authority is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA regulations, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 18th day of July 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD


Jennifer Castillo, Chairman

ATTEST:


Suzanne Landess, Secretary

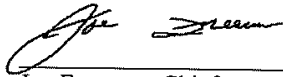
(SEAL)


Robert L. Stallings, Jr., Acting Secretary



Glenpool Utility Services Authority
OWRB ARPA Grant No. ARP-23-0014-DPG

Reviewed By:

A handwritten signature in black ink, appearing to read "Joe Freeman", is written over a horizontal line.

Joe Freeman, Chief
Financial Assistance Division



OKLAHOMA Water Resources Board

July 20, 2023

Ms. Joyce Calvert, Chairman
The Glenpool Utility Services Authority
12205 S Yukon Ave
Glenpool, OK 74033

Re: Notice of American Rescue Plan Act (ARPA) Grant Approval and Commitment of Funds --
OWRB ARPA Grant No. ARP-23-0014-DPG; The Glenpool Utility Services Authority, Tulsa
County

Dear Ms. Calvert:

We are pleased to formally notify you that on July 18, 2023 the Oklahoma Water Resources Board (OWRB) approved your request for an American Rescue Plan Act ("ARPA") grant. With this approval, and subject to limitations, requirements and points of understanding set out below, the Board has committed funds to be made available to you for purposes of the project subject of this ARPA grant.

Approval of The Glenpool Utility Services Authority grant request is based on the proposed project which shall be to construct a new sequencing batch reactor wastewater treatment plant to replace the old aerated lagoon plant as more fully described in the grant application submitted to OWRB. The approval was made subject to the terms of the enclosed ARPA Grant Agreement which is to be signed, attested and returned prior to disbursement of ARPA grant funds. It is our understanding that funding of this project, estimated at \$47,352,600.00, is being secured as follows:

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
OWRB ARPA Grant:	\$44,000,000.00	ARPA Admin. Fee:	\$1,760,000.00
Local Matching Funds:	3,352,600.00	Project:	\$45,592,600.00
Total	<u>\$47,352,600.00</u>	Total	<u>\$47,352,600.00</u>

As you know, any grant funds made available may be utilized and expended solely and exclusively for purposes of paying costs directly related to the project for which grant approval has been given and for no other purpose. Such funds may not be used, for example, to retire any existing and unrelated indebtedness or to operate and maintain any utility system. ***The applicable OWRB Grant Rules, applicable Federal laws, and applicable State laws must be complied with at all times during the course of the project.***

Glenpool Utility Services Authority
ARP-23-0014-DPG
Approval Letter

Please take the following steps immediately in order to enable us to encumber funds for your project. Without this documentation your funds are not encumbered:

1. Sign, attest and return to our office immediately the enclosed ARPA Grant Agreement. Return only the original Grant Agreement. The OWRB Board Order attached to the Grant Agreement is for your records.
2. Complete the enclosed EFT Form with voided check and return to our office immediately. The FEIN number on the EFT Form needs to match the entity applying for the grant (i.e. Authority or Town/City).

Prior to OWRB's release and disbursement of grant funds the following information should be provided, if applicable, or if not already provided:

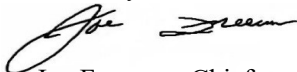
1. A copy of the project plans and specifications must be provided to OWRB Staff for review and comments when you submit them to the Department of Environmental Quality for approval.
2. The Affidavit of Publication should be submitted with the Bid Tabulation. ***In order to avoid further Board Action, the Affidavit of Publication must match the plans and specifications as provided to OWRB Staff.***
3. A copy of the construction permit when issued by the Department of Environmental Quality;
4. A resume or background information for the proposed inspector for this project, and a copy of the inspector's agreement, if applicable;
5. A copy of the engineering services contract;
6. A copy of the successful bidder's contract documents (detailed list enclosed);
7. A copy of the notice to proceed with construction;
8. Also, please note that OWRB Staff should be included in the pre-construction conference, project progress meetings, and at the final inspection.

All reimbursement invoices for eligible project activities must be received by August 31, 2026 unless extended in writing by the Board.

Prior to and during the construction period you are required to comply with the requirements of all applicable federal and state statutory provisions and all Oklahoma Water Resources Board rules, regulations and applicable ARPA grant policies.

Should you have any questions regarding this notification and letter of commitment, please feel free to contact our Federal Grants Administrator, Jordan Johnson at 405-530-8820.

Sincerely,



Joe Freeman, Chief
Financial Assistance Division

Enclosure as stated

Cc: Mr. Srin Sundaramoorthy, S2Engineering PLLC



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

From: David Agbetunsin, City Engineer

Date: August 7, 2023

Re: Approval of Agreement for Engineering Services between Glenpool Utility Services Authority (GUSA) and Garver LLC.

Background:

The City of Glenpool, hereafter referred to as “The City”, 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.

The City requested qualifications for comprehensive engineering services for the WWTF project on April 26th, 2023. After careful consideration of the four respondents to the request for qualification, the City has selected Garver LLC as the engineering consultant for the project.

The engineering consultant would provide engineering services to successfully complete the project. The project tasks of the Engineer would include:

- Project Management and Administration
- Geotechnical Coordination
- Preliminary Design
- Final Design
- Bidding and Equipment Procurement Services
- Construction Administration
- Construction Observation
- O&M Manual and Startup Training

The scope of services is detailed in the attached “Appendix A-Scope of Services”. The total compensation for engineering services in connection to the project is \$3,808,455.79 as detailed in the attached Engineering Fee Summary. The fee proposal is prepared based on a 24-month construction schedule.

The agreement for engineering services for the Wastewater Treatment Facility is attached to this report. The engineering services meet the ARPA guidelines and would be funded with the APRA Grant, ARP-23-0014-DPG.

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

www.glenpoolonline.com

Staff Recommendation:

Staff recommends the approval of the agreement for engineering services between GUSA and Garver LLC, pending legal review by the City Attorney.

Attachments:

- Master Agreement for Professional Services
- Appendix A – Scope of Services
- Engineering Fee Summary

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

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www.glenpoolonline.com



**Master Agreement
For
Professional Services**

Glenpool Utility Service Authority

Project No. W02-2300438_1



Contents

RECITALS	1
1. DEFINITIONS	1
2. SCOPE OF SERVICES	1
3. PAYMENT	2
4. AMENDMENTS	2
5. OWNER'S RESPONSIBILITIES	2
6. GENERAL REQUIREMENTS	3
7. INSURANCE	6
8. DOCUMENTS	7
9. INDEMNIFICATION / WAIVERS	7
10. DISPUTE RESOLUTION	8
11. TERMINATION	9
12. MISCELLANEOUS	10
13. EXHIBITS	10



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 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 shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit C, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, 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. 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 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.
- 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 shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents, if any.
- 5.1.6. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion 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 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 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 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 or 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 within thirty (30) days after delivery to Owner.
- 6.2.3. Property Rights. 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. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

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. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, 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. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, 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. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.



- 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 specific construction phase services or assistance with resolving disputes or other subcontractor related issues, 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 relating 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: (i) 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; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. 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 Service.
- 7.1.2. Garver shall name Owner as an additional insured on 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 three (3) years beyond completion of the Services. 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 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 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 liability.



- 9.2.3. Limitation. In recognition of the relative risks and benefits of the Work Order to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in the applicable Work Order giving rise to the liability.
- 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, (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to five percent (5%) of the value of the unperformed Services as a direct result of the termination.

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 is and at all times shall be deemed an independent contractor 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 constitutes the entire agreement between Owner and Garver and supersedes 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.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees 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: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



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

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.

[OWNER NAME]

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

APPENDIX A – SCOPE OF SERVICES

Garver agrees to perform engineering services in connection with the Glenpool Utility Service Authority (GUSA, Owner) Wastewater Treatment Plant (WWTP) Improvements as hereinafter stated, in accordance with the stipulations in this agreement. Generally, the scope of services includes conceptual evaluation and design of the WWTP Improvements. The Program Manager will be responsible for surveying, geotechnical coordination, record research coordination, environmental, and utility locate coordination and will be providing this to Garver. The planned improvements include construction of new facilities and rehabilitation of existing facilities. Bidding and Construction Phase services are not included and are anticipated to be added by future amendment. The improvements generally include the following:

- (1) Parshall Flume Rehabilitation
 - i) Minimize odor potential
 - ii) Capacity and condition assessment of facility (based on visual observations, detailed structural evaluation not included)
 - iii) Recommend installing new influent flow measurement or combining with the new headwork
- (2) Existing Grinder Unit with Augur Screen Rehabilitation
 - i) Assess condition of existing grinder and augur
 - ii) Recommend installing new grinders or combine with influent pump station
 - iii) Capacity and condition assessment of grinder influent pumps (based on visual observations, detailed structural evaluation not included)
- (3) Influent Lift Station
 - i) Capacity and condition assessment of Influent Lift Station (based on visual observations, detailed structural evaluation not included)
 - ii) Establish influent minimum/maximum flow capacity needs and size influent pump station accordingly
 - iii) Replace existing pumps as much as practical and add new pumps as needed to meet influent capacity needs
- (4) New Headworks
 - i) New screening
 - ii) New grit removal system
 - iii) Flow diversion to FEB
- (5) New Sequencing Batch Reactor
 - i) New three-basin SBR system
- (6) New Disinfection System
 - i) Evaluate two predetermined disinfection methods (Ultraviolet vs chlorine)
 - ii) Rehabilitate and modify existing disinfection facilities, if chlorine disinfection is recommended
- (7) Effluent Pump Station
 - i) Evaluate peak capacity
 - ii) Rehabilitate/Modify existing effluent wet well
 - iii) Increase hydraulic capacity of effluent pumps/force main to meet projected needs
- (8) Effluent Force Main Discharge Location
 - i) Utilize existing discharge location
 - ii) Capacity and condition assessment of manholes and valves on effluent force main (based on visual observations, detailed structural evaluation not included)
 - iii) Recommend rehabilitation, if needed

- (9) New Aerobic Digesters
 - i) New aerobic digesters to digest waste from SBR
 - ii) Achieve Class B sludge
- (10) Digested Sludge Dewatering
 - i) New sludge dewatering building
 - ii) New sludge dewatering
 - iii) New sludge conveyor
 - iv) New sludge feed pumps
 - v) New dewatered sludge loading area
 - vi) Evaluate sludge dewatering equipment
- (11) Sludge Final Disposal
 - i) Assume final disposal is at municipal landfill
- (12) Odor Control
 - i) New odor control
 - ii) Evaluate locations and technologies
- (13) Site Civil Improvements
 - i) Site grading, paving, and drainage improvements as required for improvements herein
- (14) Site Electrical Improvements
 - i) Site electrical improvements as needed to support improvements herein
 - ii) Site access road improvements
- (15) SCADA
 - i) New plant-wide SCADA HMI hardware and software with redundancy features
 - ii) New PLC control panels at new and existing facilities

1. TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION

1.1. Kickoff Meeting

Garver will prepare for and conduct a project kickoff meeting with the Owner. The kickoff meeting will include the following:

- (a) Prepare and present a request for information to the Owner prior to the project kickoff meeting.
- (b) Perform a site visit immediately following the kickoff meeting.
- (c) Prepare kickoff meeting minutes that document discussions and action items.

1.2. Garver will also perform the following:

- (a) Develop a project management plan, including project objectives, project deliverables, project communication protocol, project schedule, project documentation, and work plan.
- (b) Coordinate with team members (including geotechnical, abstractor, and on-call) during planning stages.
- (c) Conduct internal reviews including QA/QC comments of deliverables with the comments incorporated prior to delivery to Owner.
- (d) Provide project planning and scheduling including meeting with Owner as required to coordinate the planning and scheduling tasks of the project.
- (e) Provide the Owner with monthly project status reports including progress on work tasks and schedule throughout the project.

- (f) Submit to the Owner detailed monthly invoices.

1.3. Bi-weekly Meetings

Garver will coordinate bi-weekly meetings with Owner to discuss progress. These meetings will be held virtually via Microsoft Teams, and are anticipated to end after the project reached the permitting and/or bidding phase.

1.4. Design Workshops

Garver will lead key design workshops to discuss specific facilities and technologies to be utilized. The following key workshops are included:

- Workshop 1 – Influent Parshall Flume, Grinder Station, Influent Pump Station, and Effluent Pump Station evaluation and proposed concepts. FEB modification and flow diversion concepts.
- Workshop 2 – SBR System, Blowers, Aerobic Digestion, and Sludge Dewatering evaluation and concepts.
- Workshop 3 – Disinfection Systems Evaluation, SCADA (WWTP, De-chlorination building near Arkansas River), and new plant staffing needs. Provide concepts for future integration of Lift Station SCADA with WWTP SCADA.

These workshops can be virtual or in-person at the Owner's office which will be determined ahead of each workshop.

2. **TASK 2 – GEOTECHNICAL COORDINATION**

Garver will utilize the Owner-provided geotechnical report completed in March 2023. All information provided is assumed to be correct and Garver will coordinate with the Owner on questions and clarifications on the geotechnical information. Additional geotechnical borings or information, if needed, will be added by written amendment at a future time once land acquisition and layout of the proposed site is finalized.

3. **TASK 3 – PRELIMINARY DESIGN**

The Preliminary Design phase submittal will include a design engineering report documenting the design criteria, preliminary drawings, and an opinion of probable construction cost (OPCC) within -30% to +50% accuracy range of expected construction cost. The design engineering report (DER) will be organized using a series of Design Information Memorandums (DIMs). The DER will include the following sections:

- DIM 0 – Executive Summary
- DIM 1 – Overall Project Design Criteria including influent flow and loading recommendations, Influent pump station, Headworks, and FEB
- DIM 2 – SBR System and Disinfection Concepts
- DIM 3 – Aerobic Digestion/Sludge Dewatering
- DIM 4 – Effluent Pump Station and Force main
- DIM 5 – Odor Control
- DIM 6 – Site Civil Concepts, Structural Concepts, and Building Mechanical Concepts
- DIM 7 – Electrical, Instrumentation, and Controls Concepts
- DIM 8 – Construction Sequencing and Constraints
- DIM 9 – Opinion of Probable Construction Cost, Equipment Cut Sheets, 45% Drawings

The preliminary design phase will represent approximately 45 percent of final construction contract plans. This submittal will not include technical specifications or “front end” contract documents. Owner comments will be discussed at a Preliminary Design Workshop. Garver will incorporate comments from the Owner on the Preliminary Design in the Final Design.

3.1. Technical Memoranda

Garver will provide three Technical Memoranda (TMs) to the Owner prior to the Preliminary Design Submittal. The intent of the TMs will be to screen viable technologies and provide conceptual layouts and costs for potential alternatives and are to include the following:

- Disinfection Technology: evaluation of using ultraviolet (UV) or chlorine including strategy for maintaining disinfection in the effluent force main for compliance at the Arkansas River discharge. Evaluation of peracetic acid (PAA) as an option for effluent force main residual disinfection.
- Dewatering Technology: summary and evaluation of up to three dewatering technologies and final recommendation.
- De-gritting Technology: summary and evaluation of up to three de-gritting technologies and final recommendation.

3.2. Grit Sampling and Characterization

Garver will conduct field sampling through one subconsultant (Black Dog Analytical). The sampling will develop a grit profile and estimated grit quantity of the grit entering the headworks facilities.

3.3. Effluent Force Main and Appurtenance Assessment

Garver will conduct a capacity and condition assessment of the effluent pipeline alignment and appurtenances such as manholes, air release valves, etc. This assessment will be based upon visual observations that can be made by walking the alignment, existing documentation and as-built drawings, and/or online maps to determine the general condition of the existing infrastructure based on current ODEQ construction standards. The assessment does not include material sampling, testing, or other detailed structural analysis. The assessment will primarily be based upon what observations can be gathered by Garver staff walking the alignment (assumed to occur over two days with up to three (3) Garver staff), general condition and capacity of the system, and ability to meet wastewater conveyance goals. Recommendations will be captured in the DER and DIM 4 (referenced earlier in Task 3).

3.4. Comparable Site Visits

Garver will select comparable site visits of plants (preferably designed by Garver) for Glenpool staff to include SBR, Sludge Dewatering, Disinfection, and Headworks/Odor Control. This will include up to two trips within reasonable distance from Glenpool for same day travel (preferably).

3.5. Preliminary Design Workshop

Following submission of the draft Design Engineering Report, Garver will lead and participate in a Preliminary Design Workshop. The workshop will be held at the Owner's office and major items of discussion will include:

- (a) Review of preliminary P&IDs and preliminary selection of instrumentation.
- (b) Review of preliminary SCADA design approach and system architecture.
- (c) Review of the preliminary site plan, hydraulic profile, and facility layouts.
- (d) Review major equipment selection.
- (e) Review proposed construction sequencing.

- (f) O&M workshop module.

Meeting minutes will be taken during the meeting and distributed to attendees following the meeting. Discussion items and comments agreed to by the Owner and Garver will be incorporated into the final Design Engineering Report.

3.6. Deliverables

This task will include the following deliverables:

1. Four (4) hard copies of DIMs and an electronic (pdf) copy. Electronic MS word copies to be provided if requested for Owner review/edits.
2. PDF format of Draft and Final Design Engineering Report. Electronic MS work copies to be provided if requested for Owner review/edits.
3. Four (4) hard copies of draft Design Engineering Report with half size drawings
4. Four (4) hard copies of Disinfection Technologies Technical Memorandum.
5. Four (4) hard copies of Dewatering Technologies Technical Memorandum.
6. Four (4) hard copies of De-gritting Technologies Technical Memorandum.

4. **TASK 4 – FINAL DESIGN**

During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications for one (1) construction contract, including final construction details, final quantities, special provisions, and OPCC. The final design phase is anticipated to have two major submittals: 90% and 100%. The final design will also include an appropriate design progression allowance, bidding contingency, and escalation to midpoint of construction will be included in the OPCC based upon the level of design.

4.1. Drawings and Specifications

Based upon the results of the approved preliminary design by the Owner, Garver will develop the detailed plans and specifications as a part of the Final Design for a single construction contract. Additive/Deductive alternatives will be included in consultation with Owner to accommodate project funding limits at the time of final design/biddings.

Project front end documents shall meet the requirements of the ARPA grant and OWRB loan program requirements. Garver will utilize Engineers Joint Council Documents Committee (EJCDC) standard documents as a base for developing the project's front-end documents.

4.2. Contract Documents

The Contract Documents will consist of drawings and specifications that set forth requirements for construction of the improvements, and shall include all necessary forms for project proposal, notice to bidders, bid forms, bond forms, and other information as required by the Owner to competitively bid the work. Garver's standard contract forms including documents from the EJCDC will be used as modified by the Owner, Owner's general and special conditions as required, along with Garver's standard drawing format and technical specifications. Forms and contents required by the ARPA Grant and Clean Water State Revolving Fund (SRF) requirements will be included as necessary.

4.3. ODEQ Construction Permit

Garver will prepare and submit an ODEQ Application for a Permit to Construct. The Owner will pay for all permitting fees imposed by ODEQ.

4.4. Environmental and Other Permits

The Owner is responsible for floodplain permit, US Army Corps of Engineering 404/401 permit, and any required Environmental Information Document (EID) for the funding requirements. Garver shall advise and incorporate any other permits, if required, for the project.

The Storm Water Pollution Prevention Plan (SWPPP) will be the Contractor's responsibility as required by the Construction Contract documents.

4.5. Construction Sequencing Review and Plan

Garver will review potential construction sequencing and the overall approach to project implementation to minimize disruption of the WWTP operation during construction. This review will occur at the Design Submittal Workshops.

4.6. Design Submittal Workshops

Garver will lead a review workshop for final design phases at 90%. This workshop will be held at the Owner's office to solicit comments and feedback from the Owner.

4.7. Deliverables

This task will include the following deliverables:

- (a) PDF copies at 90%, & 100%
- (b) 90% plans, specifications, and OPCC:
 - 1) Three (3) copies of specifications and three (3) half size drawings to the Owner.
 - 2) Two (2) copies of specifications half-size drawing set to ODEQ.
- (c) 100% plans, specifications, and OPCC:
 - 1) Three (3) hard copies of specifications and three (3) hard copies of half size drawings.
 - 2) Copies necessary for ODEQ submission for permit to construct.

5. **EXTRA WORK**

The following items are not included under this agreement and will be considered as extra work:

- (a) Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- (b) Submittals or deliverables in addition to those listed herein.
- (c) Property line monumentation, including preparation of a survey plat, lot line adjustment, and lot split.
- (d) Environmental services of any kind except those identified in the scope of work.
- (e) Survey services, beyond coordination.
- (f) Construction materials testing, beyond coordination.
- (g) US Army Corps of Engineers, US Fish and Wildlife, and/or other permitting efforts outside of the ODEQ Permit to Construct
- (h) ODEQ permitting beyond obtaining a construction permit, Owner will take care of NPDES discharge permit renewal.
- (i) Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- (j) Services after construction, except for the one-year warranty inspection.
- (k) GUSA permitting, beyond informal review and approval.
- (l) Alternative Project Delivery ("Design-Build"), including pre-purchasing bids.
- (m) Operations Training, outside the specification requirements for equipment provided by the Contractor.

- (n) ODEQ public meetings.
- (o) Receiving Stream Modeling.
- (p) SCADA computer hardware or software, software upgrades, or software license purchases. All required hardware and software will be specified in the bid documents to be provided by the contractor.
- (q) Enterprise IT network configuration.

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

6. SCHEDULE

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below. This schedule is conceived to meet funding requirements but may require 14-day Owner review of submittals to meet these timelines.

Phase Description	Calendar Days
Task 1 – Project Management	Project Duration
Task 2 – Geotechnical Coordination	Project Duration
Task 3 – Technical Memoranda	45 days from Notice to Proceed
Task 3 – Preliminary Design	45 days from Owner approval of Technical Memoranda
Task 4 – Final Design – 90% and ODEQ Submittal	90 days from Client approval of Preliminary Design
Task 4 – Final Design – 100% Submittal	30 days after ODEQ approval

Exhibit B

Glenpool Utility Service Authority Glenpool WWTP Improvements

FEE SUMMARY

Basic Services Section		Estimated Fees
Task 1 - Project Management and Administration		\$ 74,011.85
Task 2 - Geotechnical Coordination		\$ 6,115.00
Task 3 - Preliminary Design		\$ 927,669.00
Task 4 - Final Design		\$ 1,238,962.54
Subtotal for Basic Services Section		\$ 2,246,758.39
Additional Services Section		Estimated Fees
TASK 5 - BIDDING AND EQUIPMENT PROCUREMENT SERVICES		\$ 126,760.00
TASK 6 - CONSTRUCTION ADMINISTRATION		\$ 642,218.00
TASK 7 - CONSTRUCTION OBSERVATION		\$ 665,258.40
TASK 8 - O&M MANUAL AND STARTUP TRAINING		\$ 127,461.00
Subtotal for Additional Services Section		\$ 1,561,697.40
Total All Services		\$ 3,808,455.79
Lump Sum		



To: Chairman and Board of Trustees, GUSA

From: David Agbetunsin, City Engineer

Date: August 7, 2023

Re: Acceptance of Public Waterline Extension Serving Tropical Smoothie

Background

This item is for Board consideration and action regarding the approval and acceptance for ownership a certain public waterline extension constructed to serve the Tropical Smoothie business located 12130 South Waco Avenue, Glenpool, OK 74033, per the attached "As-Built" Construction documents. This waterline extension was permitted for construction by the Oklahoma Department of Environmental Quality (ODEQ) and was inspected by City staff during construction for compliance with the approved construction plans and State and City design criteria. It should be noted that the subject waterline extension was constructed within general utility easements created by several separate instruments. The attached Maintenance Bond issued by the waterline contractor, Wilson Excavation LLC, covers 100% of the total cost of the waterline facility in question for the required one-year period from GUSA acceptance.

Staff Recommendation

Staff recommends that the Board approve the acceptance of these facilities for ownership as illustrated - including the corresponding 'As-Built' construction documents supported by the required one-year maintenance bond.

Attachments

- 'As-Built' waterline construction plans
- ODEQ Construction Permit
- Maintenance Bond
- Waterline Easement Record

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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July 25, 2023

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

RE: Tropical Smoothie – Public Water Certification
Glenpool, OK
CTA No. 22801800

Dear Mr. Agbetunsin:

I hereby certify that all public portions of the water system installed as part of the above referenced project has been performed in accordance with the City of Glenpool design criteria and technical specifications. An as-built survey has been prepared to document applicable design standards have been met.

The installation cost of the public portions of the water system was \$21,000.00.

Should you have any questions, please feel free to contact us.

Sincerely,
CRAFTON, TULL & ASSOCIATES, INC.

Brad Peterson, P.E., CFM
Vice President - Infrastructure

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

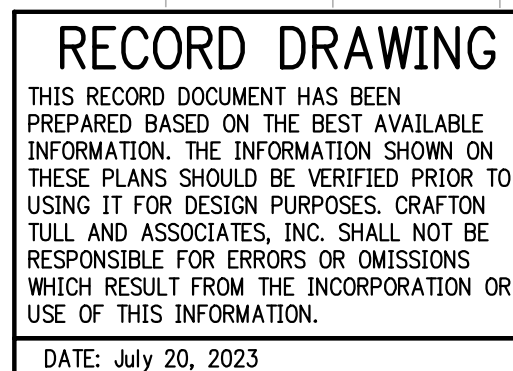
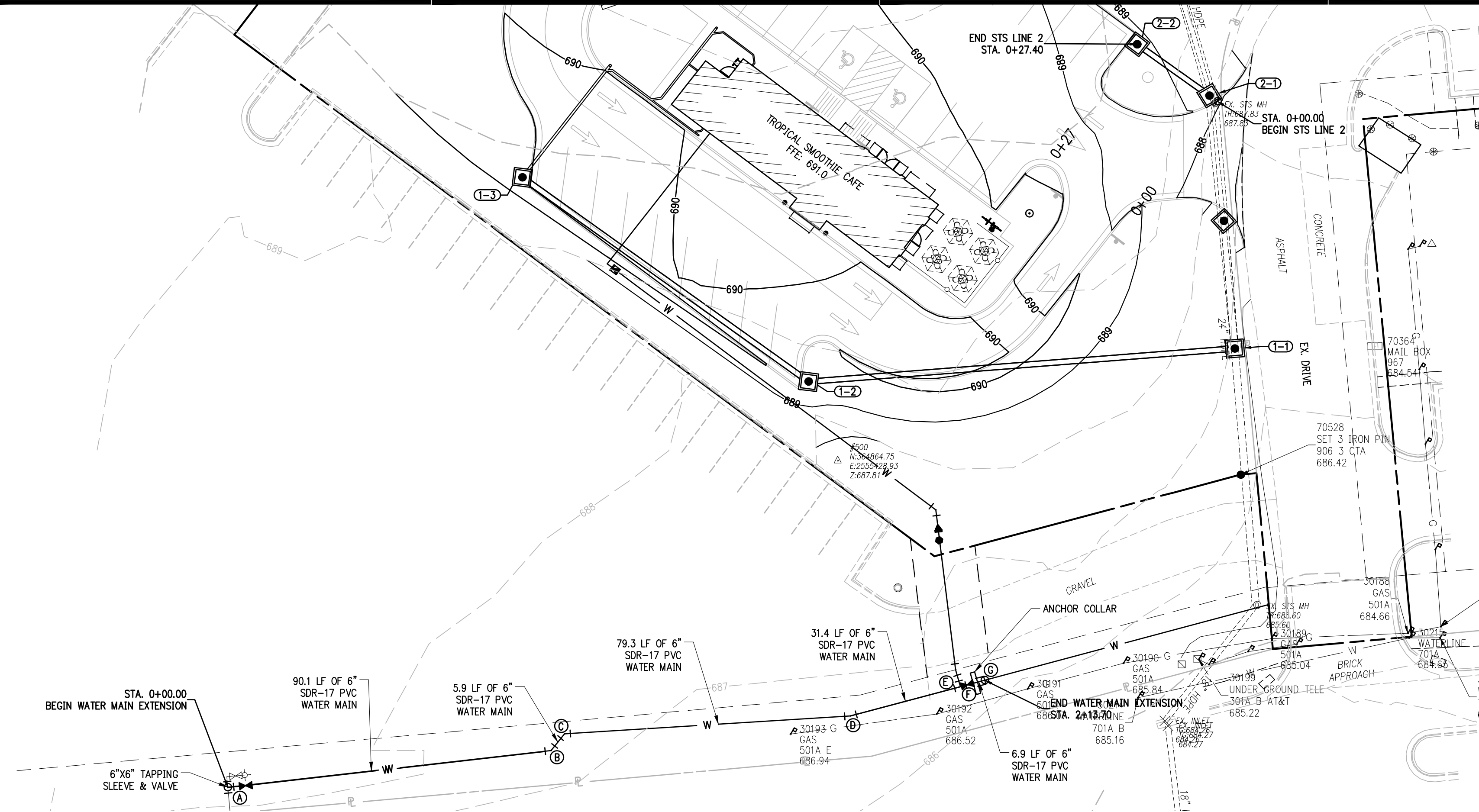
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

TSC OK-33 Glenpool, OK Schedule of Values Public Waterline

APPLICATION NO. 1
APPLICATION DATE.
PERIOD TO.
PO No..

B ITEM NO.	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	F THIS PERIOD	G MATERIALS PRESENTLY STORED (NOT IN D OR E)	H TOTAL COMPLETED AND STORED TO DATE (D+E+F)	I RETAINAGE (IF VARIABLE RATE)	J PREVIOUS PAYMENTS	K CURRENT PAYMEN DUE	L BALANCE TO FINISH (C - G)	M % (G + C)
1	Labor	\$4,950.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,950.00	0%
2	Aggregate Base	\$1,210.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,210.00	0%
3	Trucking	\$1,300.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,300.00	0%
4	Pipe	\$7,012.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,012.00	0%
5	Equipment	\$6,528.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,528.00	0%
6					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
7					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
8					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
9					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
10					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
11					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
12					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
13					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
14					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
15					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
17					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
17					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
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17					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
17					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
17					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
18					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTALS	\$21,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,000.00	0%
Change Orders											
1					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
2					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
3					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
4					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
5					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	Total Change Orders	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	GRAND TOTAL	\$21,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,000.00	0%

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity





March 30, 2023

Mr. David Agbetunsin, City Engineer
City of Glenpool
12205 S. Yukon Avenue
Glenpool, Oklahoma 74033

Re: Permit No. WL000072230163
Water main extension to serve Tropical Smoothie Cafe
Facility No. 3007223

Dear Mr. Agbetunsin:

Enclosed is Permit No. WL000072230163 for the construction of 205 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the Water main extension to serve Tropical Smoothie Cafe, Tulsa County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on March 30, 2023. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Glenpool, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

Qusay Kabariti, P.E.
Construction Permit Section
Water Quality Division

QK/RC/md

Enclosure

c: Debbie Nichols, Regional Manager, DEQ
TULSA DEQ OFFICE
Bradley A. Peterson, P.E., Crafton Tull

PERMIT No. WL000072230163

WATER LINES

FACILITY No. 3007223

PERMIT TO CONSTRUCT

March 30, 2023

Pursuant to O.S. 27A 2-6-304, the City of Glenpool is hereby granted this Tier I Permit to construct 205 linear feet of six (6) inch PVC potable water line and all appurtenances to serve the Tropical Smoothie Cafe, located in Section 36, T-17-N, R-12-E, Tulsa County, Oklahoma, in accordance with the plans approved March 30, 2023.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 1,500 gpm.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].
- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.



PERMIT No. WL000072230163

WATER LINES

FACILITY No. 3007223

PERMIT TO CONSTRUCT

- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.
- 15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division



RLI Insurance Company
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-689-3937

MAINTENANCE BOND

Bond No. RCB0044985

KNOW ALL MEN BY THESE PRESENTS;

That We, Wilson Excavation, LLC
of 40544 N. 3990 Road Collinsville, OK 74021

(hereinafter called the "Principal"), as Principal, and RLI Insurance Company, of
Peoria, Illinois, as Surety, an Illinois corporation duly licensed to
transact business in the State of Oklahoma, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto
City of Glenpool

(hereinafter called
the Oblige), in the sum of Twelve Thousand Seven Hundred Thirty One and 00/100
Dollars (\$12,731.00), for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 24th day of July, 2023.

WHEREAS, the said Principal has heretofore entered into a contract with said Oblige dated _____, for
Waterline to Serve Tropical Smoothie and;

WHEREAS, the said Principal is required to guarantee the item/work installed under said contract, against defects in materials or
workmanship which may develop during the period of One year(s) from the date of acceptance of the contract.

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

Wilson Excavation, LLC
Principal
By: 

RLI Insurance Company
By: 
Dayna Harjo Attorney in Fact

C0064212-50,0

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

William Cary Taylor, Dayna Harjo, Cindi Smith, Sandra Crain, Cathy Heiliger, jointly or severally

in the City of Tulsa, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 21st day of April, 2020.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 21st day of April, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 24 day of July, 2023.

By: Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

3578253020212

A0058D19

Tulsa County Clerk - Michael Willis

Doc # 2023009533 Page(s): 8 Recorded 02/08/2023 10:33:46 AM

Receipt # 23-6570 Fees: \$32.00



**PREPARED BY AND RETURN
FILED OR RECORDED COPY TO:**

J. Cliff McKinney
Quattlebaum, Grooms & Tull PLLC
111 Center Street, Suite 1900
Little Rock, Arkansas 72201
501-379-1700

**NON-EXCLUSIVE UNDERGROUND WATER LINE SUPPLY
EASEMENT AGREEMENT**

This **NON-EXCLUSIVE UNDERGROUND WATER LINE SUPPLY EASEMENT AGREEMENT** (this "**Agreement**"), dated as of February ____, 2023 (the "**Effective Date**"), is hereby made by and between **FORMBY INVESTMENTS, LLC**, an Oklahoma limited liability company, whose address is P.O. Box 1419, Pawhuska, Oklahoma 74056 ("**Grantor**"), and **DD20 GLENPOOL LLC**, an Arkansas limited liability company, whose address is 301 Main Street, Suite 6, Little Rock, Arkansas 72201 ("**Grantee**").

WHEREAS, Grantor is the owner of that certain parcel of land located at 12158 South Waco Avenue West, Glenpool Oklahoma, more particularly described in Exhibit "A", attached hereto and made a part hereof ("**Grantor's Land**");

WHEREAS, Grantee is the owner of that certain parcel of land located adjacent to the Grantor's Land, more particularly described in Exhibit "B", attached hereto and made a part hereof ("**Grantee's Land**");

WHEREAS, Grantor has agreed to grant to Grantee a perpetual non-exclusive easement for installation of a water line across that certain portion of the Grantor's Land described and depicted on Exhibit "C", attached hereto and made a part hereof (the "**Easement Area**").

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grantor hereby grants to Grantee an easement to install, maintain, and repair one (1) underground water supply lines (collectively, the "**Facilities**") under and across the Easement Area, and to utilize the Facilities for the purpose of providing water services to the Grantor and others (collectively, the "**Easement**").

2. The Easement is non-exclusive, and Grantor may use the Easement Area for any use not inconsistent with Grantee's use, including without limitation installing driveways, sidewalks, parking lots and landscaping on the surface of the Easement Area. From time to time, Grantee may clear and keep cleared the Easement Area of any trees, vegetation, roots, aboveground or belowground structures or improvements that, in the opinion of Grantee, interfere with the construction, operation, and maintenance of the Facilities. Grantor may elect to relocate the Facilities and the Easement Area at Grantor's expense with Grantee's prior written consent.

Grantor reserves the right specifically to use the above-described land and to grant other easement(s) (utility or otherwise) through, over, under and across the above-described land. Grantor's use of the Easement Area for the installation of other easements is permitted so long as such use, construction, or installation does not impact the utilities provided to Grantee by the Easement without 14-day notice to Grantee describing the nature of the work and duration of the same.

3. Grantee shall maintain all Facilities in good order and repair. Grantee will repair any damage caused by Grantee's maintenance of the Facilities and restore the surface of the Easement Area to substantially the same condition as existed prior to the installation, maintenance, or repair. Grantee will use commercially reasonable efforts to minimize disruption to Grantor's Land during any work within the Easement Area.

4. This Agreement is not intended to, and should not be construed to, dedicate the Easement Area to the general public, nor shall this Agreement be construed to restrict the use and development of the Easement Area, except as provided herein.

5. Grantee shall not permit any mechanic's or materialman's liens to attach to the Easement Area or to the Grantor's Land. If any such liens are filed against the Easement Area or the Grantor's Land, Grantee shall cause the same to be removed within ten (10) days after Grantee receives notice of the same.

6. Grantee will use the Easement Area in compliance with all applicable laws and regulations. Grantee will fully indemnify, defend, and hold harmless Grantor from any costs, expenses, or liabilities resulting from Grantee's use of the Easement Area, except for any costs, expenses, or liabilities resulting from Grantor's negligence or intentional misconduct, which shall be the responsibility of Grantor.

7. Grantor hereby covenants and warrants that, at the time of the delivery of this easement, it is the owner in fee simple of the Grantor's Land.

8. The Easement shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors, successors, legal representatives, and assigns.

9. The laws of the State of Oklahoma shall govern this Agreement. Any legal action instituted hereunder shall be brought in the county where the Easement Area is located. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party.

10. **PROVIDED**, that the Grantor, Formby Investments, LLC, its successor and assigns, shall fully use and enjoy the said premises except as may be necessary for the purposes herein granted to DD20 Glenpool LLC, its successors or assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the Effective Date.

GRANTOR:

FORMBY INVESTMENTS, LLC,
an Oklahoma limited liability company

By: Mark Formby
Name: MARK A. FORMBY
Title: owner

STATE OF Oklahoma)
COUNTY OF Tulsa)

ACKNOWLEDGMENT

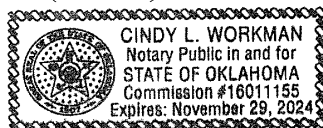
On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named Mark Formby, to me well known, who stated and acknowledged that he was the Owner of **FORMBY INVESTMENTS, LLC**, an Oklahoma limited liability company, and had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth on behalf of the company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 6th day of February, 2023.

Cindy L. Workman
(Notary Public)

My Commission Expires:

(SEAL)

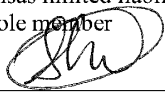


IN WITNESS WHEREOF, Grantee has executed this Agreement as of the Effective Date.

GRANTEE:

DD20 GLENPOOL LLC,
an Arkansas limited liability company

By: DYNE Development LLC,
an Arkansas limited liability company
and its sole member

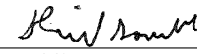
By: 
Stuart McLendon, Manager

STATE OF Arkansas)
)
COUNTY OF Pulaski)

ACKNOWLEDGMENT

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named **Stuart McLendon**, to me well known, who stated and acknowledged that he was the Manager of DYNE Development LLC, the sole member of **DD20 GLENPOOL LLC**, an Arkansas limited liability company, and had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth on behalf of the company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 6th
day of February, 2023.



Notary Public

My Commission Expires:
8/17/2022
(SEAL)

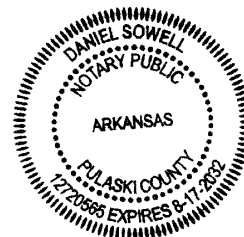


EXHIBIT A

GRANTOR'S LAND

A tract of land being a part of Lot Two (2), Block One (1), SOUTHWEST CROSSROADS, an Addition to the City of Glenpool, lying in the Northeast Quarter (NE/4) of Section Three (3), Township Seventeen (17) North, Range Twelve (12) East, Tulsa County, Oklahoma, according to the Recorded Plat No. 6117, and being more particularly described as follows:

BEGINNING at the intersection of the Southerly Right-of-Way line of South Waco Avenue and Westerly line of "Drainage Reserve 2" according to the said plat of SOUTHWEST CROSSROADS, said point also lying on the Easterly line of Lot Two (2), Block One (1), SOUTHWEST CROSSROADS; thence Southwesterly, along the Easterly line of said Lot Two (2), Block One (1), the following 8 courses:

South 13°19'22" West a distance of 17.72 feet.

Southwesterly along a curve to the right, having a radius of 330.00 feet (said curve being subtended by a chord bearing South 18°31'52" West a chord distance of 59.91 feet) an arc length of 59.99 feet.

South 23°44'21" West a distance of 460.36 feet.

South 66°50'48" East a distance of 160.00 feet.

South 23°44'21" West a distance of 50.00 feet.

North 66°50'48" West a distance of 160.00 feet.

South 23°44'21" West a distance of 215.42 feet.

Southwesterly, along a curve to the right having a radius of 40.00 feet (said curve being subtended by a chord bearing South 68°26'46" West a chord distance of 56.28 feet) an arc length of 62.42 feet.

Thence North 66°50'48" West, along the Southerly line of Lot Two (2), Block One (1) SOUTHWEST CROSSROADS, a distance of 277.36 feet to the Southwest corner of said Lot Two (2), Block One (1); thence North 23°41'55" West, along the Westerly line of said Lot Two (2), Block One (1), a distance of 200.53 feet; thence North 66°19'21" East a distance of 517.11 feet; thence North 13°43'17" East a distance of 87.77 feet; thence North 23°44'21" East a distance of 4.38 feet; thence South 66°15'39" East a distance of 50.00 feet; thence North 23°44'21" East a distance of 161.41 feet to point of curvature to the left; thence Northeasterly, along said curve, having a radius of 250.00 feet (said curve being subtended by a chord bearing North 18°31'52" East a chord distance of 45.39 feet) an arc length of 45.45 feet; thence North 13°19'22" East a distance of 17.72 feet to a point on the Southerly Right-of-Way line of South Waco Avenue; thence South 76°40'38" East, along said Southerly Right-of-Way line, a distance of 80.00 feet to the Point of Beginning.

EXHIBIT B
GRANTEE'S LAND

The land referred to herein below is situated in the County of Tulsa, State of Oklahoma, and described as follows:

A tract of land being a part of Lot 1, Block 1, SOUTHWEST CROSSROADS SECTION 2, an addition to the City of Glenpool, Tulsa County, Oklahoma, according to the recorded Plat No. 6725, also lying in the Northeast Quarter (NE/4) of Section 3, Township 17 North, Range 12 East of the Indian Base and Meridian, being more particularly described as follows:

COMMENCING at the southwest corner of Lot 1; THENCE North 66°19'21" East, along the southerly line of said Lot 1, a distance of 273.65 feet to the POINT OF BEGINNING; THENCE North 24°12'02" West a distance of 167.20 feet; THENCE North 66°26'54" East a distance of 174.60 feet; THENCE North 23°44'21" East a distance of 234.63 feet to a point on the northeasterly line of said Lot 1 being a point on the southerly right of way line of South Waco Drive and a point on a curve; THENCE Southeasterly along said northeasterly line of said Lot 1 and said right of way line on a non tangent curve to the left having a radius of 340.00 feet (said curve subtended by a chord which bears South 63°25'31" East a distance of 58.08 feet) for an arc distance of 58.15 feet to a northeast corner of said Lot 1; THENCE along the northeasterly and easterly lines of said Lot 1, following Six (6) courses:

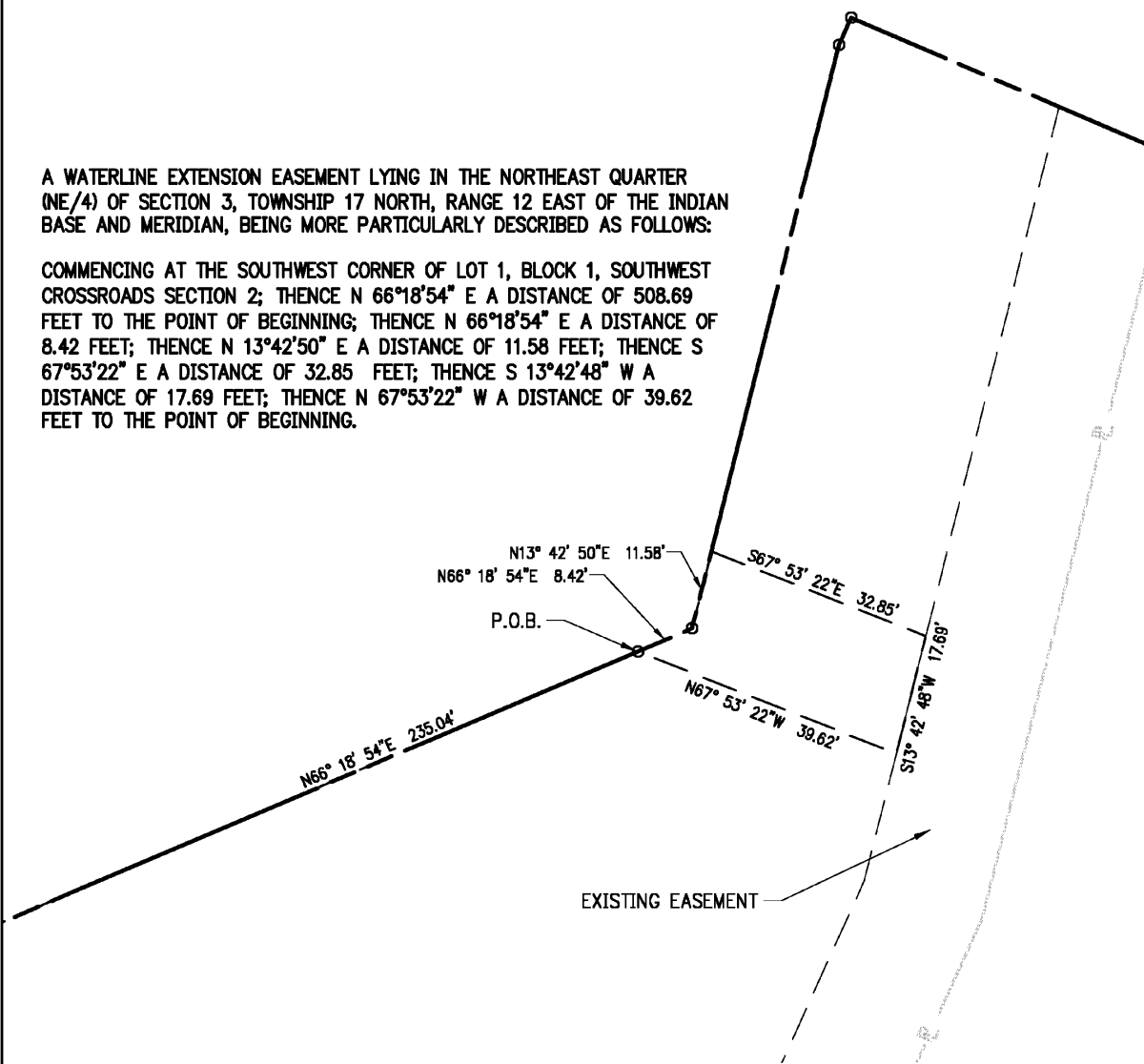
1. South 23°44'21" West a distance of 163.47 feet;
2. South 56°15'39" East a distance of 147.17 feet to a point on the northerly right of way line of South Vancouver Avenue;
3. South 23°44'18" West, along said right of way line, a distance of 38.53 feet;
4. North 66°15'39" West a distance of 50.00 feet;
5. South 23°44'21" West a distance of 4.38 feet;
6. South 13°43'17" West a distance of 87.77 feet to a southeast corner of Lot 1;

THENCE South 66°19'21" West, along the southerly line of said Lot 1, a distance of 243.46 feet to the POINT OF BEGINNING.

EXHIBIT C
Easement Area

A WATERLINE EXTENSION EASEMENT LYING IN THE NORTHEAST QUARTER (NE/4) OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, SOUTHWEST CROSSROADS SECTION 2; THENCE N 66°18'54" E A DISTANCE OF 508.69 FEET TO THE POINT OF BEGINNING; THENCE N 66°18'54" E A DISTANCE OF 8.42 FEET; THENCE N 13°42'50" E A DISTANCE OF 11.58 FEET; THENCE S 67°53'22" E A DISTANCE OF 32.85 FEET; THENCE S 13°42'48" W A DISTANCE OF 17.69 FEET; THENCE N 67°53'22" W A DISTANCE OF 39.62 FEET TO THE POINT OF BEGINNING.



WATERLINE EASEMENT EXHIBIT
TROPICAL SMOOTHIE
GLENPOOL, OKLAHOMA



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Project No: 22801800
Issue Date: 12/16/2022
Contact: T FEEMSTER
QC by: LTS
QC Date: 12/16/2022
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GRAPHIC SCALE IN FEET

20' 0 20'

DRAWING: G:\22801800_TSGLENPOOL\INFRASTRUCTURE\SURVEY\DWG\EASEMENTEXHIBIT.DWG
LAYOUT: LAYOUT1, LAST SAVED: 12/19/2022 10:28:41 AM
LAST PLOTTED BY: LEX SULLIVAN, 12/19/2022 10:29:00 AM (PLOTTED BY: VALID ON HARD COPY ONLY)



To: Chair and Trustees

From: David Tillotson, City Manager

Date: August 3, 2023

Re: Purchase of Property

Background:

As we have discussed in the past, to facilitate the construction of a new sewer plant, GUSA will need to acquire additional property. Staff has been working with different property owners to determine what site would be the best location. We have conducted soil analysis, floodplain studies, wetland delineation studies, and other analyses on the potential sites to help make this determination. After a thorough review of the data, we began negotiating with a landowner to purchase their property. This negotiation has resulted in the seller's assent to the attached Real Estate Purchase and Sale Agreement.

This Agreement stipulates that GUSA agrees to purchase approximately 20.81 acres of property that abuts the current plant to the south for a purchase price of \$612,500.00. I have summarized several of the details of this agreement below:

- \$10,000 in earnest money must be paid within 3 days of execution of this agreement.
- GUSA is required to obtain a commitment through a title company for the issuance of title insurance.
- GUSA is allowed to obtain a current survey of the property.
- Closing date is scheduled to occur on or before September 15, 2023, although this can change upon mutual agreement of the parties.
- Seller's and Buyer's closing costs are allocated in Section 6.5.

Staff Recommendation:

- Staff recommends the GUSA Board approve the Real Estate Purchase and Sale Agreement with 141st Street Land Development LLC and authorize the Board Chair to sign all required documents necessary to close on the property.

Attachments:

- Real Estate Purchase and Sale Agreement
- Site Map of Property

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

www.glenpoolonline.com

REAL ESTATE PURCHASE AND SALE AGREEMENT

This agreement is made this ____ day of July, 2023, by and between **141ST STREET LAND DEVELOPMENT, LLC**, an Oklahoma limited liability company (the "Seller"), and **THE GLENPOOL UTILITY SERVICES AUTHORITY**, a public trust for the benefit of the City of Glenpool, Oklahoma (the "Buyer").

W I T N E S S E T H:

In consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. **Sale of Property.** The Seller agrees to sell and the Buyer agrees to purchase on the terms hereafter stated all of the Seller's right, title and interest in and to that certain tract of real estate situated in Tulsa County, Oklahoma, and more particularly described in Exhibit "A" attached hereto, together with all easements, rights, licenses, permits, agreements and privileges relating thereto (the "Property").

2. **Purchase Price.** Subject to the adjustments and prorations hereafter described, the total purchase price to be paid by the Buyer to the Seller for the purchase of the Property is the sum of Six Hundred Twelve Thousand Five Hundred Dollars (\$612,500). The purchase price will be paid as follows:

(a) \$10,000 shall be paid as earnest money ("Earnest Money") by Buyer to the Title Company within three (3) business days following Seller's execution of this Agreement. The Title Company will hold the Earnest Money, without interest, and apply the Earnest Money to the purchase price at the closing or, if this transaction is not closed, the Title Company shall refund the Earnest Money to the Buyer or deliver the Earnest Money to the Seller as herein provided; and

(b) The balance of the purchase price, after credits, adjustments and prorations, will be paid by Buyer to the Seller by wire transfer or other immediately available funds at the Closing.

3. **Title Commitment.** Purchaser shall obtain, within thirty (30) days after the date of this Agreement, a commitment (the "Commitment") through a nationally recognized title insurance company reasonably acceptable to the Seller (the "Title Company"), for the issuance of an owner's title insurance policy on standard ALTA policy form ("Owner's Policy"). Copies of all instruments constituting an exception in the Commitment shall accompany the Commitment. Seller covenants that Seller will not voluntarily create or cause or permit to be created a lien or other encumbrance or interest to attach to the Property between the date of this Agreement and closing. The Seller shall pay the initial cost of abstracting and the cost of obtaining the Commitment. Buyer shall pay the premium for issuance of the Owner's Policy, including the cost of final abstracting.

4. **Survey.** Buyer may, during the Inspection Period and at Buyer's expense, obtain a current survey of the Property (the "Survey"). The Buyer's obligations under this Agreement

are contingent upon there being no encroachments or protrusions on the Property reflected in the Survey. The General Warranty Deed to be delivered by Seller to Buyer at the Closing and the Owner's Policy of title insurance shall recite the legal description of the Property as reflected in the Survey.

5. **Title Review.** If the Commitment or Survey, including any amendments thereto, show exceptions or defects in Seller's title objectionable to Buyer, Buyer shall give Seller notice thereof within ten (10) days following Buyer's receipt of the Commitment and Survey. No matter shall constitute a valid objection to title unless it is so construed under the Title Examination Standards of the Oklahoma Bar Association, if applicable. Any exception or other matter disclosed in the Commitment or Survey to which the Buyer does not object within the time and in the manner specified shall be deemed a "Permitted Title Exception". If Seller, after best efforts, is unable to satisfy Buyer's title objections within thirty (30) days after receipt of Buyer's notice, or within such additional time as Buyer and Seller may agree, Buyer may, at Buyer's election, (i) terminate this Agreement; or (ii) waive said title defects and proceed with closing as if the title defects did not exist. In such event, the title defects initially objected to shall be deemed Permitted Title Exceptions.

6. **Closing.** The Buyer and the Seller agree that the purchase will be consummated as follows:

6.1 **Title Transfer.** The Seller agrees to convey title to the Property to the Buyer by General Warranty Deed on or before the close of business on the Closing Date and, effective on the delivery of such deed by the Seller to the Buyer, beneficial ownership and the risk of loss of the Property will pass from the Seller to the Buyer.

6.2 **Closing Date.** This transaction will close on or before September 15, 2023, or ten (10) days after satisfaction of all conditions to closing set forth in this Agreement, whichever is later to occur (the "Closing Date"). The closing will take place on the Closing Date at 10:00 a.m. at the offices of the Title Company, or at such other place or time as the parties may mutually agree.

6.3 **Seller's Instruments.** At closing, the Seller will execute and deliver or cause to be delivered to the Buyer the following items:

6.3.1 **Warranty Deed.** A General Warranty Deed executed by the Seller conveying to the Buyer marketable fee simple title to the Property, free and clear of all liens and encumbrances except the Permitted Title Exceptions.

6.3.2 **Title Policy.** The Owner's Policy or a copy of the Commitment hand marked by the Title Company, which shall reflect that the Buyer is the owner of the Property subject only to the Permitted Title Exceptions. The Buyer, at its expense, may cause the Title Company to delete the printed survey exception and provide any additional coverages desired by the Buyer.

6.3.3 **Lien Affidavit.** An affidavit in form acceptable to the Title Company certifying that the Property is free from claims for mechanics', materialmen's and laborers' liens;

6.3.4 **FIRPTA Certificate.** An affidavit in form and substance acceptable to the Buyer to the effect that the Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code; and

6.3.5 **Additional Documents.** Such additional documents as might be reasonably required by the Buyer to consummate the sale of the Property to the Buyer.

6.4 **Buyer's Instruments.** At closing, the Buyer will deliver to the Seller the payment required by Section 2 and such additional documents as might be reasonably and customarily required by the Seller to consummate the sale of the Property to the Buyer.

6.5 **Costs.** Closing costs will be allocated pursuant to this Section 6.5 and the following Section 6.6.

(a) The Seller will pay the following costs: the Seller's attorneys' fees, the cost of preliminary abstracting, the costs of the Commitment, and any brokerage commissions payable as described in Section 10.3. This transaction is exempt from the payment of sales or other transfer taxes including any documentary stamps; and

(b) The Buyer will pay the following costs: the Buyer's attorneys' fees, the costs of the survey, the costs of recording the deed, final abstracting and the premium for issuance of the Owner's Policy.

6.6 **Prorations.**

(a) All real estate ad valorem taxes for 2022 and prior years shall be paid by the Seller at or prior to Closing. Ad valorem taxes for 2023 will be prorated between Seller and Buyer with the Seller to pay such taxes to the end of the month during which Closing takes place. The proration shall be based on the latest available tax rate and assessed value.

(b) Seller will pay in full all special assessments indexed against the Property as of the Closing Date, whether matured or unmatured.

(c) All normal and customarily prorable items,

including, without limitation, rents, expenses, fees, and payments relating to agreements affecting the use and maintenance of the Property which are assumed by the Buyer and survive the closing hereof, shall be prorated as of the Closing Date.

7. **Representations and Warranties.**

7.1 **Seller.** The Seller represents and warrants to the Buyer that, as to the best of his knowledge, the following are true and correct:

(a) The Seller has, and will have, on the Closing Date the power and authority to sell the Property to the Buyer and perform his obligations in accordance with the terms and conditions of this Agreement.

(b) The Seller is not a "foreign person" as defined in §1445(f)(3) of the Internal Revenue Code.

7.2 **Buyer.** The Buyer represents and warrants unto the Seller, as of the date hereof, and as of the Closing Date, that as to the best of its knowledge, the following are true and correct:

(a) The Buyer is a political subdivision of the State of Oklahoma.

(b) The Buyer has and will have on the Closing Date the power and authority to complete this transaction and all aspects thereof, and the person executing this Agreement and all other instruments and documents in connection therewith for and on behalf of the Buyer has and will have the power and authority to do so.

7.3 All parties hereto shall have the right to rely on the representations and warranties made by any other party.

8. **Buyer's Inspection.** The Seller agrees that the Buyer will be permitted, for a period commencing on the date of this Agreement and ending 45 days thereafter (the "Inspection Period") to inspect the Property at the Buyer's expense; to conduct environmental inspections, and to have access to and make reasonable examination and investigation of zoning, utilities and other matters affecting the condition and suitability of the Property for Buyer's intended use. In this regard, Buyer may, at Buyer's expense, conduct any tests as Buyer, in Buyer's discretion, determines are necessary or desirable to determine the physical and environmental condition of the Property. If during the Inspection Period the Buyer determines that the Property is unsatisfactory, for any reason, the Buyer may terminate this Agreement by written notice to the Seller.

9. **Default; Remedy.** In the event the Seller complies with all of its obligations herein

contained, and the Buyer does not comply with all of its obligations herein contained, the Seller shall have the right, as his sole remedy hereunder, to retain the Earnest Money as liquidated damages. The Buyer and Seller agree that the amount of the liquidated damages is reasonable under the circumstances and that the actual damages sustained by reason of Buyer's breach will be difficult, impractical or impossible to determine. In the event the Buyer complies with all of its obligations herein contained, and the Seller does not comply with all of its obligations herein contained, the Buyer, at its option, may (i) waive non-compliance by the Seller and proceed to close; (ii) cancel this Agreement and receive a refund of the Earnest Money; or (iii) institute a suit for specific performance of this Agreement, which suit may include other legal and equitable relief as may be available to the Buyer, including, but not limited to, damages for the Seller's failure to perform its obligations hereunder. In any court action or proceeding to enforce any provision hereof, the prevailing party shall be entitled to receive from the other party all reasonable costs of the action, including attorneys' fees.

10. **Miscellaneous.** It is further agreed as follows:

10.1 **Time.** Time is of the essence of this Agreement.

10.2 **Notice.** All notices, requests, demands, claims and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (a) personal delivery (effective upon delivery); (b) registered or certified mail, return receipt requested and postage prepaid (effective on receipt or when delivery is first attempted during normal business days and hours at the place of delivery, whichever first occurs)); or (c) nationally recognized overnight courier service (effective upon receipt), in each case addressed to the intended recipient as set forth below:

If to the Seller:

141st Street Land Development, LLC

If to the Buyer:

The Glenpool Utility Services Authority
12205 South Yukon Avenue
Glenpool, OK 74033
Attn: David Tillotson

With a copy sent simultaneously to:

Eric D. Wade
Rosenstein, Fist & Ringold
525 South Main, Suite 700
Tulsa, OK 74103

Either party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this Section 10.2.

10.3 **Brokers.** The Seller shall pay any and all commissions due to any broker, agent or finder employed by Seller as a result of the closing of the transaction contemplated by this Agreement and the sale and transfer of the Property to the Buyer. The Seller shall indemnify and hold Buyer harmless from any claim for such commissions and shall deliver to the Buyer, at Closing, proper receipts or releases from any such brokers, agents or finders as may be reasonably requested by Buyer.

10.4 **Entire Agreement.** This instrument constitutes the entire agreement between the Buyer and the Seller and there are no agreements, understandings, warranties or representations between the Buyer and the Seller except as set forth herein. This Agreement cannot be amended except in writing executed by the Buyer and the Seller.

10.5 **Binding Effect.** This Agreement will inure to the benefit of and bind the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

141ST STREET LAND DEVELOPMENT, LLC

By  _____
Manager

“Seller”

THE GLENPOOL UTILITY SERVICES
AUTHORITY

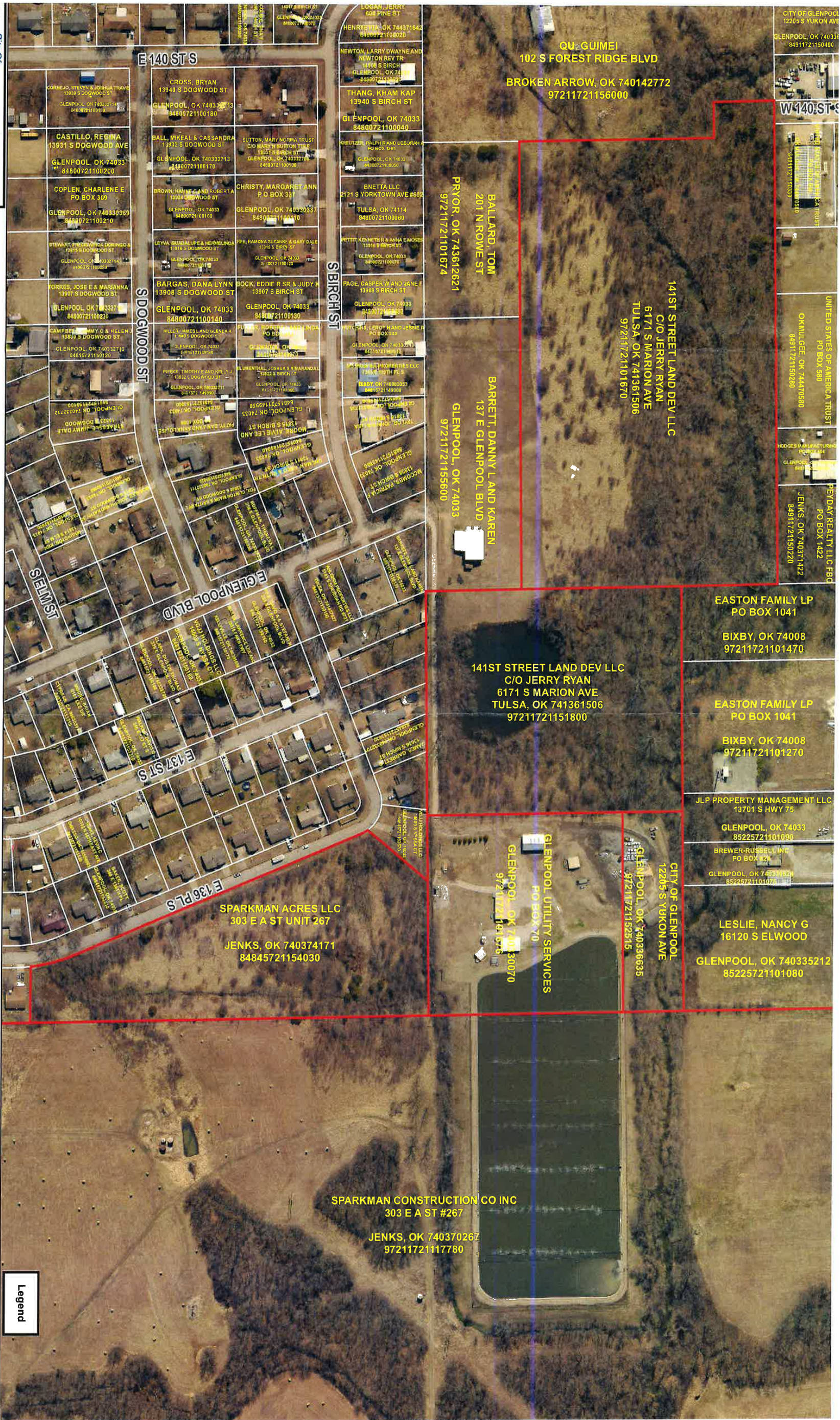
By _____
Chairman

“Buyer”

EXHIBIT "A"

Part of the West Half of the Southwest Quarter (W/2 SW/4) of Section Eleven (11), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof, being more particularly described as follows, to-wit:

Beginning at a point being 667 feet North and 220 feet West of the Southeast corner of said West Half of the Southwest Quarter (W/2 SW/4); thence North a distance of 1,013 feet to a point; thence East a distance of 220 feet to a point on the East line of said West Half of the Southwest Quarter (W/2 SW/4); thence North along said East line a distance of 510 feet to a point; thence West a distance of 574.9 feet; thence South a distance of 510 feet to a point; thence West a distance of 225 feet to a point; thence South along the East boundary line of "Beeline Center Amended an Addition to the City of Glenpool", a distance of 1,093 feet to a point; thence East a distance of 140 feet to a point; thence North a distance of 80 feet to a point; thence East a distance of 449 feet to the Point of Beginning.



City of
Glenpool
Proactive Partnership

GLENPOOL WWP LOCATION MAP
1 inch = 193 feet

0 37.5 75 150 225 300

Legend

