



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 December 4, 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=QzdFVjA1b0lKa1lSUFIKbUNrUUxtdz09>

Meeting ID: 897 5355 5435

Passcode: 974088

One tap mobile

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Dial by your location

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Meeting ID: 897 5355 5435

Passcode: 974088

Find your local number: <https://us02web.zoom.us/j/89753555435?pwd=QzdFVjA1b0lKa1lSUFIKbUNrUUxtdz09>

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, DECEMBER 4, 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) | Management Report | |
| | 1) CM Report.12042023 | 3 - 30 |
| 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 November 6, 2023 meeting. 31 - 33
[GUSA - 06 Nov 2023 - Minutes - Html](#)
- 2) Budget Amendment GUSA-02 for FY23-24 appropriating a grant from OMAG for the purchase of safety equipment. 34 - 35
[Budget Amendment GUSA-02](#)
- 3) Master Services Agreement between Glenpool Utility Service Authority and 120 Water Audit, Inc. d/b/a 120Water, to provide Lead Service Line Inventory and Lead and Copper Tap Monitoring in an amount not to exceed \$19,700.00, to be funded from approved FY 23/24 Contract Services Account No. 02-16-6235. 36 - 67
[Lead Service Line Inventory - Lead and Copper Tap Monitoring Agreement](#)

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

H) Scheduled Business

I) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on December 1, 2023, by 11:30 am.

Signed: Wendy Knight

Secretary

City Manager's Report

December 4, 2023



City Of
Glenpool

Creating Opportunity

Human Resources

Open Positions

We currently have 11 open positions. These vacancies include those new positions approved in the FY2023-2024 budget.

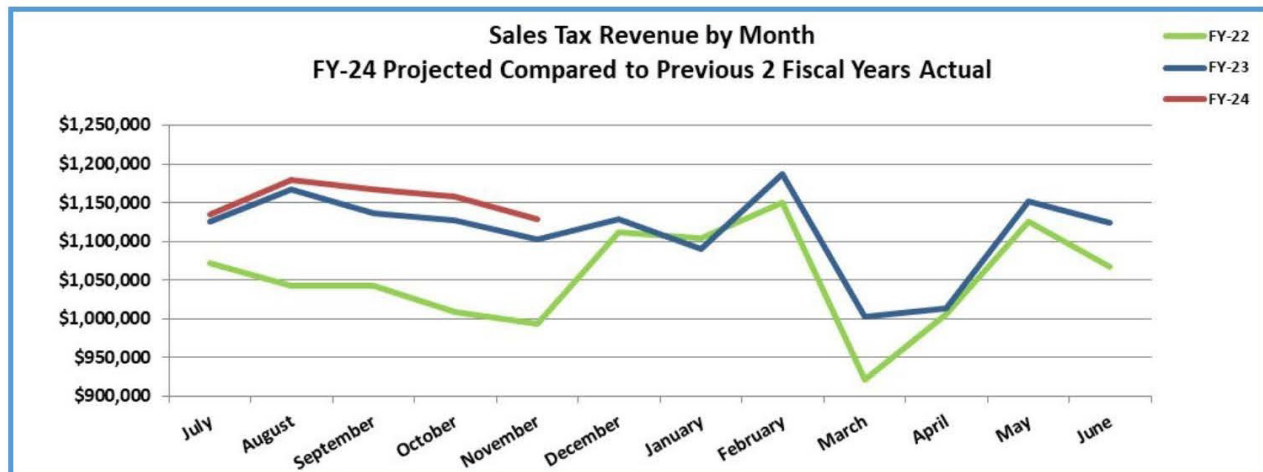
- Public Works: 5 Positions
 - Water & Sewer Laborer – Interviews ongoing
 - Streets & Parks Laborer – Offer extended; Waiting on pre-employment testing
 - Seasonal Streets and Parks Laborers (3) – Will post in March 2024
- Police Department: 3 Positions
 - Police Officer (2)
 - Chief's Interview – 12/5/2023
 - Dispatch (1) – To be advertised
- Finance: 1 Position
 - Finance Director - Advertised
- Administration: 2 positions
 - City Clerk – Advertised internally
 - IT Director

Projects and Training

- Participated in the following training classes:
 - TAHRA Employment Law and Practices Seminar
 - OMHRP - FMLA Workshop
 - Glenpool Chamber of Commerce – Medicare Seminar

SALES TAX

FY24 Combined Sales Tax for all funds in November totaled \$1,128,880, 2.4% higher than FY23 revenues for the same period. Further details on November financial results will be reported next month after the November accounting period is closed.



GENERAL FUND REVENUES

FY24 General Fund year-to-date revenues in October totaled \$5,731,395, approximately \$419,754 or 7.9% higher than FY23 revenues for the same period. The change is primarily due to a 231.2% increase in investment income combined with a 3.0% increase in total tax revenues compared to October FY23.



GENERAL FUND EXPENDITURES

FY24 General Fund year-to-date expenditures in October totaled \$4,852,367, approximately \$696,072 higher than FY23 expenditures YTD, an increase of 16.7% for the same period. Increased wage costs combined with higher transfers to the GIA contributed to the increase (incentives paid to developers and retailers are funded through sales tax transfers from the General fund to the GIA). However, overall spending is 24.3% under budget YTD.

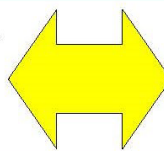


REPORT LEGEND

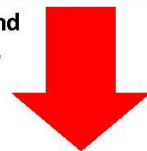
Better Than
Expected



Expected, or
Minor
Variance



Monitor and
Consider
Taking
Action



SALES TAX REVENUES—ALL FUNDS



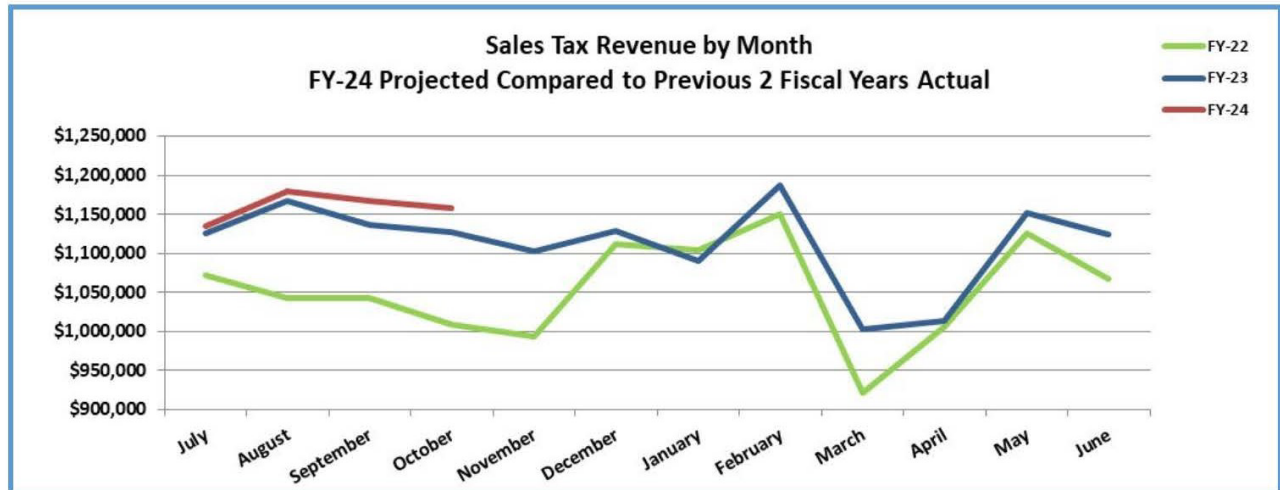
FY24 Sales Tax collections year-to-date in October were 2.3% above budget, and also 1.8% higher than FY23 collections for the same period.

Fiscal Year Ending June 30, 2024

MONTH	COMPARISON TO BUDGET			COMPARISON TO PRIOR YEAR			PERCENTAGE	
	REVISED BUDGET	FY2024 ACTUAL	AMT INC/(DEC)	FY2024 ACTUAL	FY2023 ACTUAL	AMT INC/(DEC)	INC(DEC) BUDGET	INC(DEC) PRIOR YR
July	\$ 1,142,094	\$ 1,134,751	\$ (7,343)	\$ 1,134,751	\$ 1,125,530	\$ 9,221	-0.6%	0.8%
August	\$ 1,148,637	1,179,694	31,057	1,179,694	1,167,026	12,667	2.7%	1.1%
September	\$ 1,132,475	1,167,426	34,951	1,167,426	1,136,626	30,800	3.1%	2.7%
October	\$ 1,110,095	1,157,352	47,257	1,157,352	1,126,462	30,891	4.3%	2.7%
November	\$ 1,089,369			-	1,102,424			
December	\$ 1,164,263			-	1,128,358			
January	\$ 1,140,534			-	1,090,804			
February	\$ 1,214,932			-	1,187,747			
March	\$ 999,718			-	1,002,690			
April	\$ 1,049,085			-	1,012,534			
May	\$ 1,183,624			-	1,151,247			
June	\$ 1,138,469			-	1,123,707			
TOTAL	\$ 13,513,295	\$ 4,639,223	\$ 105,922	\$ 4,639,223	\$ 13,355,155	\$ 83,578	2.3%	1.8%

Y-T-D Budget \$ 4,533,300
Y-T-D Actual 4,639,223
Y-T-D Variance 105,922
Y-T-D % Var 2.3%

Prior Year \$ 4,555,644
Y-T-D Actual 4,639,223
Y-T-D Variance 83,578
Y-T-D % Var 1.8%

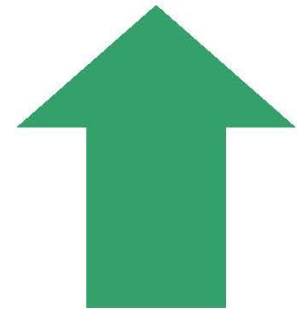
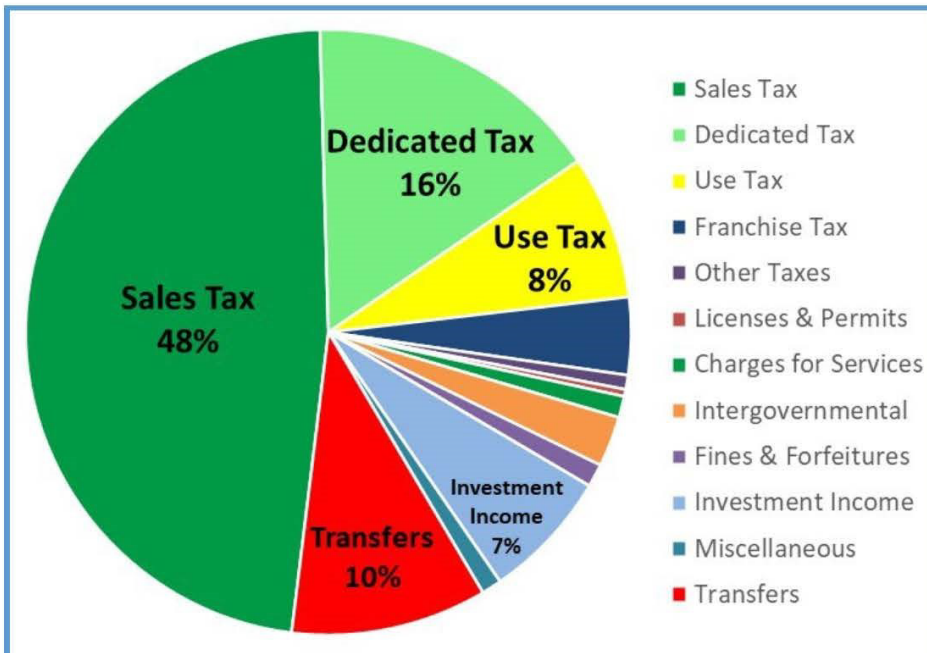


GENERAL FUND REVENUES

	YTD FY24 Budget	YTD FY24 Actual	Budget Over/(Under)	YTD FY23 Actual
Sales Tax	\$ 2,666,602	\$ 2,728,791	\$ 62,189	\$ 2,679,630
Dedicated Tax	888,867	\$ 909,752	20,884	893,362
Use Tax	411,483	\$ 441,659	30,176	382,931
Franchise Tax	200,000	\$ 236,943	36,943	238,076
Other Taxes	42,833	\$ 43,700	867	40,374
Licenses & Permits	22,433	\$ 21,447	(986)	27,971
Charges for Services	114,465	\$ 65,245	(49,220)	78,517
Intergovernmental	115,880	\$ 154,407	38,526	106,606
Fines & Forfeitures	70,333	\$ 70,619	286	65,240
Investment Income	33,333	\$ 397,397	364,064	119,982
Miscellaneous	13,460	\$ 61,436	47,975	74,152
Transfers	600,000	600,000	-	604,800
Totals	\$ 5,179,691	\$ 5,731,395	\$ 551,704	\$ 5,311,641

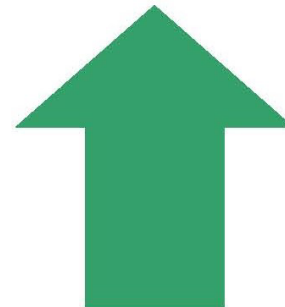
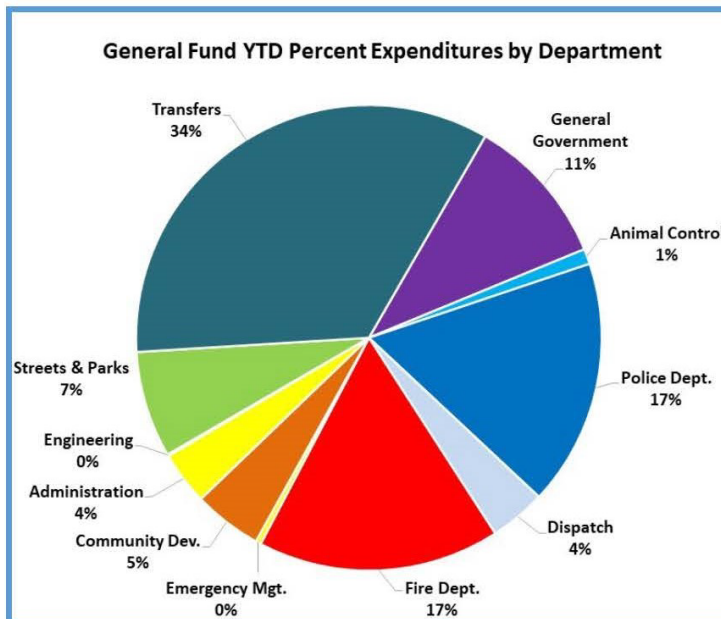
Over (Under) Budget year to date: 10.7%

Increase (Decrease) over prior year: 7.9%



GENERAL FUND EXPENDITURES BY DEPARTMENT

DEPARTMENT	YTD FY24 Budget	YTD FY24 Actual	Budget Under/(Over)	YTD FY23 Actual
General Government	\$ 516,210	\$ 507,391	\$ 8,819	\$ 416,074
Animal Control	55,201	51,275	3,926	49,150
Police Dept.	927,189	830,847	96,343	641,859
Dispatch	206,306	189,664	16,642	163,377
Fire Dept.	1,018,520	816,120	202,400	712,965
Emergency Mgt.	26,498	18,041	8,457	1,277
Community Dev.	307,452	231,303	76,149	233,775
Administration	263,846	178,989	84,857	183,614
Engineering	71,433	5,480	65,953	-
Streets & Parks	589,456	358,644	230,813	260,843
Transfers	2,425,777	1,664,614	761,163	1,493,362
Totals	\$ 6,407,890	\$ 4,852,367	\$ 1,555,523	\$ 4,156,294
Under (Over) Budget year to date:		24.3%		
Increase over prior year:		16.7%		



GLENPOOL UTILITY SERVICES AUTHORITY

REVENUES YEAR-TO-DATE

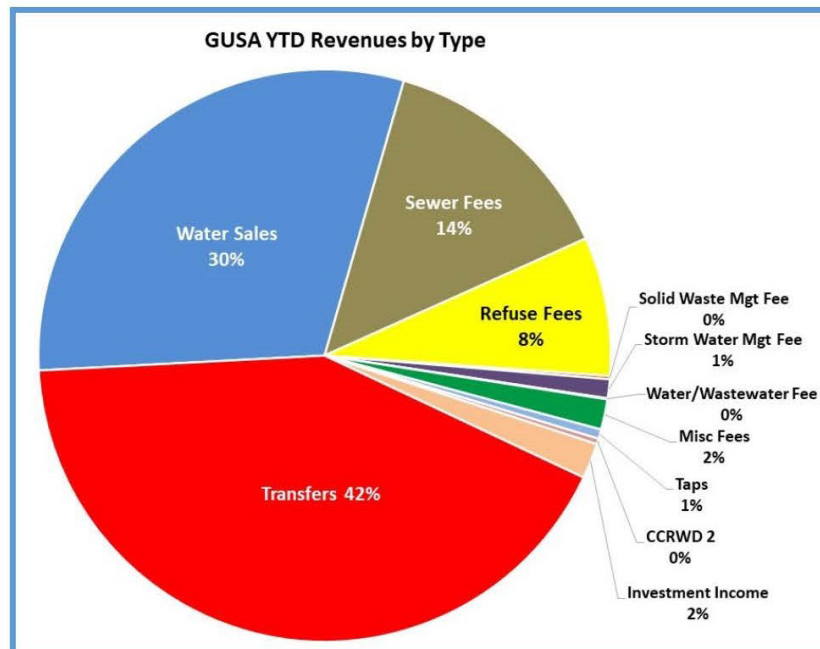
	YTD FY24 Budget	YTD FY24 Actual	Budget Over/(Under)	YTD FY23 Actual
Water Sales	\$ 1,133,333	\$ 1,085,251	\$ (48,082)	\$ 1,124,016
Sewer Fees	533,333	494,749	(38,584)	509,105
Refuse Fees	308,333	280,998	(27,336)	274,801
Solid Waste Mgt Fee	7,333	6,680	(653)	6,572
Storm Water Mgt Fee	42,000	38,286	(3,714)	37,676
Water/Wastewater Fee	967	1,950	983	1,047
Misc Fees	47,500	61,285	13,785	50,702
Taps	18,333	19,200	867	15,550
CCRWD 2	10,500	11,336	836	9,571
Investment Income	35,000	71,504	36,504	21,461
Transfers	1,469,137	1,509,752	40,615	1,493,362
Totals	\$ 3,605,770	\$ 3,580,992	\$ (24,779)	\$ 3,543,861

Over (Under) Budget year to date:

-0.7%

Increase over prior year:

1.0%

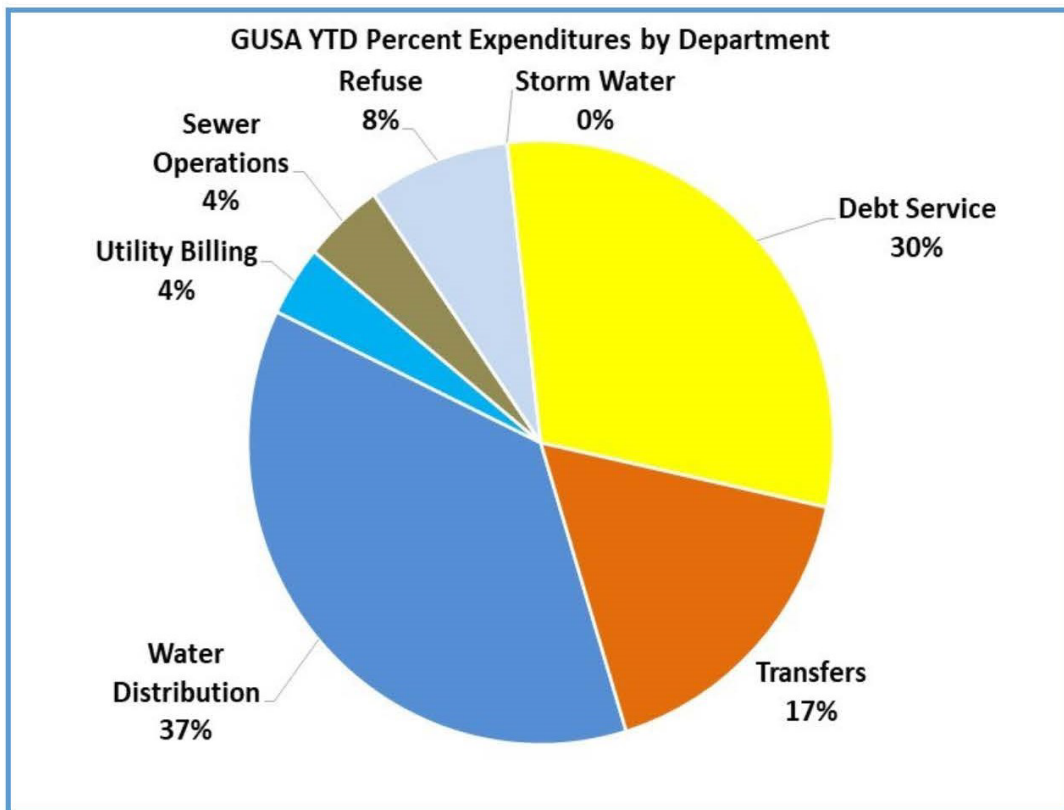


GLENPOOL UTILITY SERVICES AUTHORITY

EXPENSES YEAR-TO-DATE

DEPARTMENT	YTD FY24 Budget	YTD FY24 Actual	Budget (Over)/Under	YTD FY23 Actual
Water Distribution	\$ 1,158,021	\$ 1,313,315	\$ (155,294)	\$ 922,320
Utility Billing	129,555	134,575	(5,020)	118,996
Sewer Operations	315,914	158,083	157,830	-
Refuse	258,667	278,653	(19,986)	196,274
Storm Water	187,333	-	187,333	-
Debt Service	977,954	1,078,364	(100,410)	982,817
Transfers	600,000	600,000	-	600,000
Totals	\$ 3,627,444	\$ 3,562,990	\$ 64,454	\$ 2,820,407

Under (Over) Budget year to date: 1.8%



FUND DASHBOARD

FUND	REVENUES	EXPENDITURES	CHANGE IN FUND BALANCE
GENERAL FUND	\$5,731,395	\$4,852,367	\$879,028
GLENPOOL UTILITY SERVICES AUTHORITY FUND	\$3,580,992	\$3,562,990	\$18,002
GLENPOOL INDUSTRIAL AUTHORITY FUND	\$403,858	\$308,135	\$95,723
STREETS & INFRASTRUCTURE FUND	\$296,014	\$23,804	\$272,210
PUBLIC SAFETY CAPITAL FUND	\$605,522	\$584,572	\$20,950
PUBLIC SAFETY PERSONNEL FUND	\$560,813	\$484,406	\$76,407
CAPITAL FUND	-	-	-
ARPA FUND	-	\$786,698	<\$786,698>
PARKS AND RECREATION FUND	\$6,350	-	\$6,350
HOTEL FUND	\$88,337	\$88,337	-

Development Services

Listed below are current development related activities within the City of Glenpool through the month of November 2023. These activities listed include Projects Under Construction, Planning Applications Under Review, Approved Projects Not Under Construction, Building Permits and Inspections, and Code Enforcement Activity. The most recent activities are highlighted in **red**.

Commercial/Industrial Projects Under Construction:

1. **Wade's RV Service Center** - Commercial RV Sales, Service and Storage project located at 16059 S Us Hwy 75. Estimated completion late January 2024.
2. **Mammoth Luxury Garage Condos** – Commercial storage with office space project located at 16571 S. Broadway St. Estimated completion January 2024.
3. **Arrowhead Mini Storage** – A Site Plan application for Phase II of the Arrowhead Mini Storage located at 14801 S. Elwood Ave. Estimated completion late December 2023.
4. **Beehive Phase II** – A Site Plan application for Phase II of the Beehive Care Facility located at 12570 Vancouver Ave. Estimated completion March 2024.
5. **17 Quincy, LLC Warehouse #2** - A Site Plan application for a proposed 16,000 sf warehouse office building on a 1.56-acre site in MonTapp Addition. Estimated completion February 2024.
6. **Miller Tippens** – A Site Plan application for a 5,000sf addition to an existing building located at 437 E 141st St. S. Estimated completion date January 2024.

Commercial/Industrial Occupancy Permits Issued in November:

1. **B-Line Motors (14733 S Casper) – Auto Sales**
2. **Integrity Party Supply (1161 E 151st St #105) – Part Supplies Sales**
3. **Garage Office - Mammoth Luxury Garage Condos (16571 S. Broadway St. Unit B4) – Private Garage Office**

Earth Change Permits Issued:

1. **Eagle I Investments (The Lakes at Twin Mounds Commercial)** – Southwest corner of W. 161st Street and US 75. The owner is clearing, grading and preparing the 11-acre site for future commercial uses.

2. ~~South 75 Business Park~~ – 2.5 acre site near northwest and northeast corner of 166th Street South and South Broadway Street. The owner is clearing, grading and installing drainage improvements to serve the area.
3. **Grandview Heights Apartments North Expansion** – A 120-unit apartment project on 6.8-acre site located at 12150 South Yukon Avenue. This is an expansion of the existing Grandview Heights Apartment project.

Residential Projects Under Construction:

	Subdivision Name	Lots Approved	Under Construction	Completed	Lots Available
1	The Pines	31	0	31	0
2	Glen Hills I (Phase 1-6)	84	0	82	2
3	Glen Hills II (Phase 7-11)	78	34	28	16
4	Scissortail	88	7	37	44
5	Redbud Glen	74	0	16	58
6	Twin Ponds	25	1	1	23
	Totals	380	42	192	146

Planning Applications Under Review:

- A. Annexation(s): No New Applications
- B. Comprehensive Plan Amendment(s): No New Applications
- C. Zone Amendment(s): No New Applications
- D. Planned Unit Development (PUD):
 1. **S75 Business Park (PUD 42B)** – A proposed major amendment to the PUD 42B regulations to allow a campground within the PUD 42B boundaries.
- E. Subdivision Plat(s):
 1. **Carson Trails** – A subdivision plat for Phase I of Carson Trails PUD-43. The plat consists of **82 residential lots and four (4) reserve areas.**
- F. Lot Split Application(s): No New Applications

G. Site Plan Applications:

- 1. C & C Office Complex – A Site Plan review of a proposed 2,672 sf office building located 459 E 151st S. The existing single-family residence will be converted into an office building.**
- 2. State Farm Office – Marvin Manns – A Site Plan review of a proposed office building located at 201 E 141st St.**

H. Specific Use Permits: No New Applications

I. Variance(s): No New Applications

Approved Projects Not Under Construction

- 1. McGraw Winfield Realtors** – A proposed 4,434sf office building located at 12189 South Yukon Avenue.
- 2. By-Weld Industries** - A proposed metal fabrication business located on a 6.81-acre lot within the S75 Business Park Phase III. The project consists of a 16,585sf building and related site improvements.
- 3. Carson Trails** – A 497-lot residential subdivision located north and east of the northeast corner of West 181st Street and South Union Avenue directly adjacent to Eden South neighborhood.
- 4. Grandview Heights Apartments North Expansion** – A 120-unit apartment project on 6.8-acre site located at 12150 South Yukon Avenue. This is an expansion of the existing Grandview Heights Apartment project.
- 5. Redbud Glen II** – A Preliminary Plat to subdivide a 25.729-acre site into sixty-seven (67) lots in eight (8) blocks and four (4) reserve areas. The subject site is generally located north of E. 149th Street S. and West of S. Elwood Ave.
- 6. C & C Office Park** – A Preliminary and Final Plat to subdivide a 1.26-acre site into two (2) lots located at 459 E 151st St. South
- 7. Twin Ponds Phase II** – Preliminary Plat of a 12.29-acre site. The plat proposes to subdivide the site into ten (10) lots and four (4) reserve areas. The subject site is generally located north of West 181st Street South – ½ mile west of Highway 75.

Current Residential and Commercial Building Permit Statistics

New Residential Permits Issued November 2023	2
New Commercial Permits Issued November 2023	0
Current Active Residential Permits	55
Current Active Commercial Permits	7
Residential Permits thru November 2022	67
Residential Permits thru November 2023	51
Commercial Permits thru November 2022	7
Commercial Permits thru November 2023	0
Assessment Letters Issued in November 2023	0
Total Assessment Letters Issued in 2023	13

Code Enforcement Activity for **November 2023**

ACTIVITY DESCRIPTION:		Totals			
Complaints received and investigated Year to Date		1,164			
Open public nuisance cases through November 2023		64			
CODE ENFORCEMENT CASES	Aug	Sept	Oct	Nov	
	82	92	101	84	
High grass:	16	33	32	3	
Fire damaged structures:	-0-	-0-	-0-	-0-	
Illegally parked vehicles:	1	7	4	5	
Nuisance abatements (contractor):	1	1	-0-	-0-	
Notices issued for residents with no water service:	-0-	-0-	2	1	
Tulsa County Health Department citations:	-0-	-0-	-0-	-0-	
Illegally placed signs:	46	29	44	61	
Damage to public facilities citations:	-0-	-0-	-0-	-0-	
Excessive trash & debris notices:	7	9	11	7	
Dilapidated structures/property notices:	-0-	-0-	-0-	-0-	
Trash can/receptacle placement notices:	-0-	-0-	1	-0-	
Building demolition & removal:	-0-	-0-	-0-	-0-	
Inoperable/abandoned vehicles:	4	1	2	3	
Visual impairments caused by trees, shrubs, vehicles, basketball goals, etc. interfering with traffic flow:	10	4	6	3	
Stagnant water causing mosquito issues:	1	2	-0-	-0-	
Pest issue:	2	1	-0-	-0-	
Dilapidated fencing:	1	3	-0-	1	
Noxious odor:	1	-0-	-0-	-0-	

Public Works

The following details of all work completed between October 28, 2023 – November 24, 2023

Streets

- Crack sealed – NONE
- Filled potholes – 126th & Yukon, 141st and Elwood, Birch from 147th to 148th,
- Fixed downed streets signs – Stop Sign at 141st & Elwood
- Cleaned storm drains – various areas
 - 150th & Vancouver
 - 150th & Waco
 - 150th & Xenophon
- Picked up trash around town.
- Weeded
 - 151st SB exit ramp along fence line
 - Morris Park along small creek
- Trimmed trees
 - 126th east of 33rd West
 - Lambert Park
 - Morris Park
- Ongoing inspections for Road Projects
- Spread millings on Morris Park drive

Parks

- Black Gold
 - Contractor began hanging Christmas lights in park.
- Kendalwood North
 - Watered new sod laid during drainage project.
- Kendalwood South
 - Playset has arrived at Vendor for late January installation.
- Lambert
 - Park Bridge is still closed, getting quotes to have it removed.
 - Preliminary $\frac{3}{4}$ mile trail cut into woods north of the creek.
- Morris
- Rolling Meadows
- South County Soccer
 - Winterized irrigation system & building.
- Picked up trash and emptied trash cans daily at all city parks.

- Community

- Assisted PD with boarding up damaged house before storm.
- ~~Installed Christmas decoration along 141st~~

Facilities Maintenance

- Completed biannual inspection of all city-owned permanent generators. (EPS)
- Monitored the installation of the new generator at EMSA building. Unit is in, but no electrical has been done.
- Completed annual inspection of all city-owned fire extinguishers. (OTIS)
- Replaced all weather stripping on doors at the senior building.
- Outstanding Projects:
 - The north waterfall pump at city hall is out of service. Replacement pump is pending.
 - An RFQ for AC Maintenance program throughout the city has been issued. Three responses have been received.

Wastewater Treatment Plant:

- Daily calibration and testing performed (CL, DO, pH)
- Daily readings performed.
- Daily flow monitoring performed.
- Daily addition of chemicals to lagoon
- Weekly Biological Oxygen Demand and Total Suspended Solids samples to Green Co. Testing
- Mowed, weeded, and sprayed (where needed)
- Vehicle and equipment maintenance performed.
- Grinder shaft is in the shop.
- Blower #1 is down AGAIN and needs repaired. Automatic Engineering installed a new VFD but it blew up immediately upon powering it up. They are looking for replacement parts.
- Blower #3 VFD is down and needs repaired.

Lift Stations:

- Mowed, weeded, and sprayed (where needed)
- Inspected all lift stations
- The odor abatement system at Newman LS has helped but with the arrival of the new vac trailer, the lift station will get a long overdue cleaning. Hopefully this will help odor reduction further.
- Trimmed trees around all lift stations and at the river outfall
- Speedy's lift station will receive a new battery backup and HMI by the end of the month
- Shell lift station will receive a new junction box and have the wiring to the pumps and floats reconfigured. The existing j-boxes are corroded and failing.

Distribution:

- 694 Utility locates
- 119 service orders completed for the utility office
- 98 turn offs for non-payment – from 2023-10-31 and missed last report
- ~~0 turns offs for non-payment – scheduled for 2023-11-28~~
- 18 lock outs for non-payment – from 2023-11-02 and missed last report

- 0 lock outs for non-payment – scheduled for 2023-11-30
- Performed monthly meter reads and with 15 bad registers
- 4 leaks repaired (2 repairs pending)
- 0 meters set (0 residential, 0 commercial)
- 27 pending meter sets (26 residential, 1 commercial)
- Monthly water samples taken and passed
- Triennial Lead Copper Tap Monitoring test was performed and passed
- Mowed, weeded, and sprayed (where needed) at water towers and booster stations
- Cleaned and serviced vehicles and equipment
- Jetrodded 0 possible sewer backup(s)
- Diagnosed 10 hydrants, put 2 back in service and ordered parts for others.
- 2 fire hydrants were raised to grade
- 4 water operators took and passed the C level Water and Waste Water exams
- Booster Pump station on US75 at 131st has had it's pin hole leak temporarily repaired. The station is now mostly isolated from distribution. Awaiting further instruction from city engineer on path forward.
- New Vacuum Trailer is set to be operational by December 1st.
- New service truck has returned from the outfitter and in service

Misc:

- Our new Pipe Hunter arrived November 28th and the staff received preliminary training on the unit.
- The Chevrolet 3500 pickup that is on order from this year's budget should be arriving in December.





Our distribution crew repairing care of various leaks around town.



Engineering

Introduction

This report summarizes the activities of the engineering department and infrastructure projects in the City of Glenpool during November.

Wastewater Treatment Plant (WWTP)

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

Project Program Management Summary

Consultant/Project Program Manager (PPM)	S2E Engineering PLLC
Task	Progress (percentage)
Project Administration	14%
Design Consultant Selection Phase	100%
Regulatory Approval/Permits	4%
Public Communication Phase	4%
Detailed Design Phase	16%
Bidding Phase	0%
Construction Phase	0%
New Site Property and Topographic Survey	87%
Site Flood Plain Permitting NoRise Analysis	79%
Conditional Letter of Map Revisions (CLOMR), if needed	0%
Letter of Map Revisions (LOMR), if needed	0%
Environmental Information Document	67%
ARPA Grant Administration Coordination	2%

Professional Engineering Design

Engineering design is currently in progress. Garver has presented two (2) draft Technical Memoranda (TM) covering Disinfection and Dewatering Alternatives. The Screw Press has been determined to be the suitable dewatering technology. Based on the evaluation, findings, cost and safety analysis, the Ultra-Violet (UV) disinfection alternative is the suitable technology for disinfection in this WWTP project. The Consultant and City's representatives have reviewed the proposed Administrative Building and site layout for the proposed WWTP. The City's project team is scheduled to meet with supplier of SBR technologies to evaluate SBR technologies. These meetings are scheduled for the 3rd week in December 2023.

2023 Street Maintenance and Stormwater Structure Improvement Project

This project is the 2023 Street maintenance and stormwater structure improvements project involving street paving repairs, overlays, and stormwater structure improvements within the city of Glenpool. This project consists of two phases. Phase I was approved by the council on May 15, 2023, with a total of 285,500. Phase II was approved by the council on July 17, 2023, with a total of 318,700. This project has experienced delays, due to weather conditions, and the contractor's acquisition by another company. The engineering department is actively overseeing the project timeline and maintaining regular communication with the contractor to guarantee the project's successful completion.

Project Summary

Contractor	Dunham Asphalt Services
Advertised For Bid	April 1 2023
Notice to Proceed	August 8 2023
Planned Final Completion	October 14, 2023 (Behind Schedule)
Actual Estimated Completion Date	December 9, 2023
Total Project Cost (Phase I&II)	\$604,200 (Excluding Change Order)

The interlocal street overlay project is a joint effort by the City of Glenpool, the City of Jenks, and Tulsa County. The project is located on Elwood from 121st street to 131st street, 131st street from Elwood St to Peoria St, and 141st street from Peoria St. to Lewis St. This overlay project is now complete. The City's Cost share of this project is \$75,000.00 .

Kendalwood North Park Drainage Improvement Project

This project involves addressing the drainage issues in the Kendalwood North Park. This project has been completed. The play set equipment is scheduled to be installed in January 2023.

Stormwater Management Program

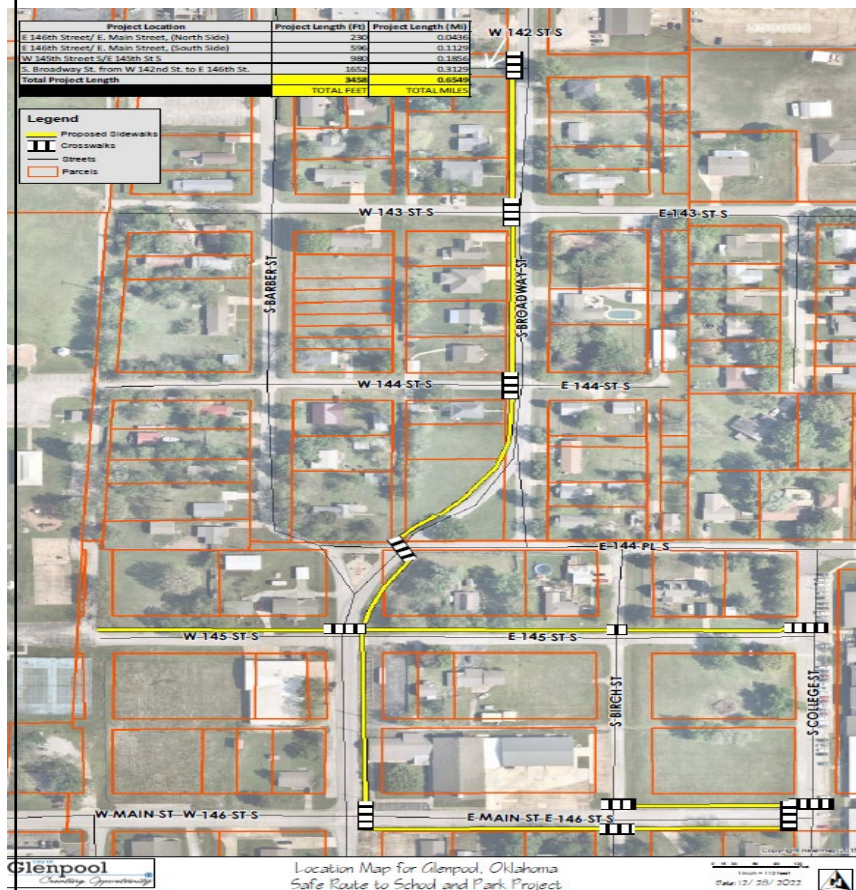
Organized stormwater management training for City Staff in conjunction with Blue Thumb. The presentation was made by Cheryl Cheadle and two volunteers and a member of the Oklahoma Conservation Commission. This training was informative and had a good attendance. This training fulfills the local education requirements of the Stormwater Program for the City of Glenpool. Staff are taking the initiative to emphasize public outreach and training as it relates to stormwater management.

Glenpool Safe Route To School Project

This project provides an ADA compliant sidewalk network from the Glenpool Public School to Black Gold Park. The City of Glenpool has entered a contract with ODOT to fund this project under the TAP3-8104 DOT Agreement. Consultant selection is underway. The RFQ was sent out August 30th, 2023. The City interviewed 2 respondents to the RFQ. The City has selected Kimley-Horn as the design consultant for this project. ODOT is presently coordinating the scope and fees with the Consultant.

Total Project cost: \$1,202,760.00

Match fund: \$ 240,552.00



TAP Grant Sidewalk Improvement on Warrior Road from 146th Street to 141st Street.

The City has received the Urban Funding Agreement from Oklahoma Department of Transportation. This agreement has been reviewed by the legal team and placed on the November 6th, 2023, regular council meeting agenda for Council Consideration and possible approval. City Staff would be sending out a request for qualification for this project in December 2023.

SH67/151st Corridor Study

This is a progress update on the SH 67/151st St Corridor Study. The City of Glenpool in conjunction with Kimley-Horn, Oklahoma Department of Transportation, INCOG and the City of Bixby, held its 3rd Public Meeting on the SH 67/151st corridor on September 5, 2023. *(This project is on-going, no updates since the September Engineering Departmental Report).*

US 75/141st

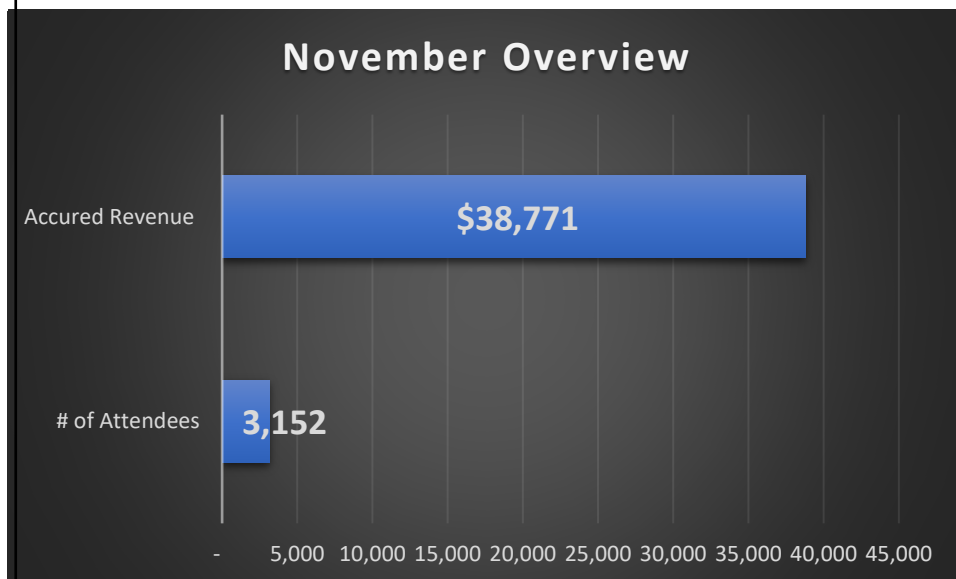
The construction of the US-75 Grade Drain Bridge and Surface Project, designated as State JP # 35120(08), located at the intersection of US-75 and 141st Street, is currently underway. The Oklahoma Department of Transportation, in collaboration with the design consulting firm Poe and Associates and the City of Glenpool, will be organizing a public meeting on November 28, 2023. As per the ODOT's 8-year plan, the anticipated date for the project to be put out for bids is February 2024. The project duration is estimated at 315 days. The project cost is estimated to be approximately \$27.5 Million. Construction is estimated to begin Summer 2024.



Conference Center

During the month of November, we hosted a total of 22 events. Among those events was a large three-day conference. This conference was for educators and parents of children with disabilities, focusing on guiding students through significant transitions in their lives, such as moving from middle school to high school and transitioning beyond high school.

Additionally, we held a company celebration that showcased a world-renowned mariachi band, "Mariachi Vargas", the ROTC Formal Ball and the Mistletoe Market, an arts and crafts show.



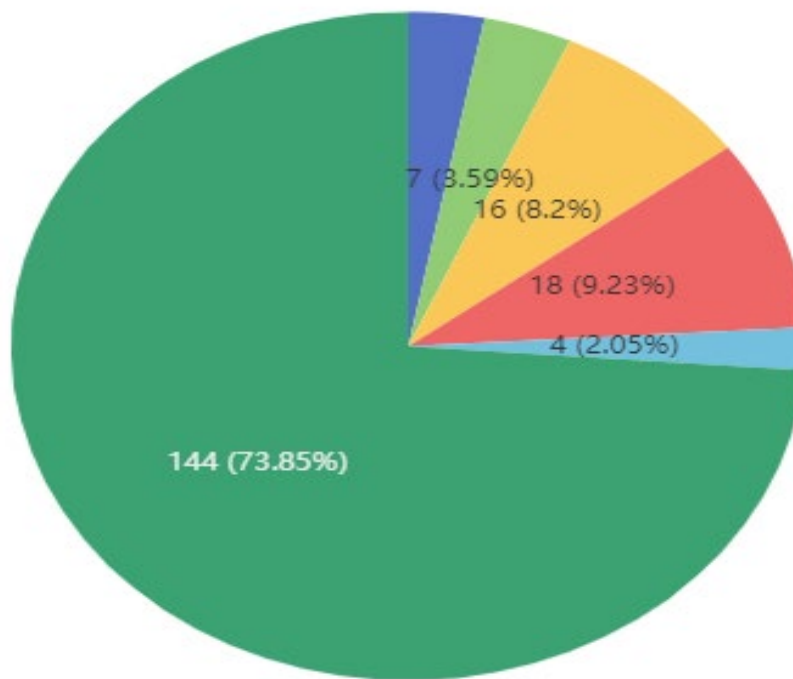
Fire Department

Glenpool Fire Department Operations November 2023

11/1/23-11/24/23

Run Type	# of Calls	Totals Calls	Average Time on Scene
EMS Runs	144	195	30:50
Fire Runs	51		
Overlapping	53		

Total (195)



Incident Type Major

5 - Service Call	6
1 - Fire	7
6 - Good Intent Call	16
7 - False Alarm & False Call	18
4 - Hazardous Condition (No Fire)	4
3 - Rescue & Emergency Medical Service Incident	144

195

Economic Development

November:

- ***Business, Retention, & Expansion (BR&E)***

- Chamber & City Collaboration: Monthly meetings are occurring between Sydney Bland (Chamber Director) and Joe Wuest (City Economic Development Director) to discuss BR&E strategies and support for local businesses.
- Client Relationship Management Tool: Exploring the capabilities of various CRMs in order to benefit current and future BR&E efforts with local businesses.
- GO Oklahoma, Global Opportunities for Oklahoma Companies: Information is being shared through email, visits, and social media regarding the Oklahoma Department of Commerce's new, pilot program which will help Oklahoma businesses in exporting their products.

- ***Partnerships***

- Tulsa's Future Site Visit: Staff from the Tulsa Regional Chamber's, "Tulsa's Future Program," were in Glenpool on November 13th touring the city and available sites for future development.
- Executive Pulse, CRM: Through Glenpool's partnership with Regional Economic Development, "Tulsa's Future Program," access has been granted to a client relationship management (mentioned above) tool which will help organize the department for BR&E efforts.
 - Currently exploring all capabilities including report generation.
- Oklahoma Manufacturing Alliance: Representatives from the Oklahoma Manufacturing Alliance, including their Vice-President, will be visiting Glenpool in January. They will meet with Director of Economic Development to discuss the various resources and tools available that could benefit manufacturing companies in Glenpool.

- ***New Business/Sites***

- Over the past month, Economic Development has had continued conversations with 4 potential businesses regarding relocating aspects of their operation to Glenpool.
 - Exploratory discussions have centered around sites, existing buildings, current/future infrastructure needs, and job creation.

- ***Trainings/Workshops***

- OU EDI: Director of Economic Development completed his certification through the University of Oklahoma's Economic Development Institute, November 9th, 2023 in Austin, Texas.
- Site Selector Meetings: Select Oklahoma (statewide Economic Development initiative) meeting on November 14th focused on how to best position Oklahoma communities to be competitive in the site selection process.
 - Director of Economic Development also attended a reception in the evening where he was able to have further conversations with representatives of Deloitte (global leaders in site selection), highlighting the benefits of the Glenpool community.

Police Department

Staffing

The department conducted officer testing on 11/18/23 and initial oral boards on 11/20/23. We will hold three chiefs interviews in hopes of filling our two vacant positions. Two of the three applicants are currently CLEET certified. Hiring certified officers will vastly speed up the process of releasing these officers onto patrol.

Officer Allison has begun his CLEET academy and is scheduled for graduation in 2024.

The communications division held interviews and will be starting a new dispatcher on 12/04/23. This is our last open position. The communications division will be fully staffed at that time.

Training

As part of the approved budget, the department purchased new handguns with red dot optics. All of the department, except four officers, have completed the transition training course and are now carrying their new firearms. The addition of a red dot site improves officers' accuracy and ability to observe their surroundings, should a need arise to utilize their weapon. This will benefit the possibility of de-escalation in stressful events.

Officers with the Bixby Police Department were trained in the use of our Ti Training Simulator. We will continue to offer the simulator to surrounding departments and look forward to training with our neighbors. Training courses like these are a good way to build relationships and establish standard practices between departments.

Projects

The new property clerk has installed a new storage system for firearms in an effort to re-organize the available space.

The department was again selected for the Highway Safety Office grant. Officer began working grant shifts, specifically related to traffic enforcement, on October 1st. The grant period will run through the end of September 2024.

Equipment

During budget proposals for this year, the department was approved for the purchase of five new patrol vehicles. The first vehicle will be delivered to the decal shop the week of 12/04/23. The remaining four will be delivered every week thereafter.

Headlines

The department held testing for the open detective position and Corporal Sebastian Duque has been selected for the position. We look forward to the knowledge he brings and his enthusiasm to learn.

Glenpool Police Department

Monthly Statistics

November of 2022

Calls for service	1507
DUI	8
Collisions	55
Alarm Calls	41
Burglary	5
Disturbance	17
Domestic Related	14
Fraud	5
Harassment	4
Larceny	12
Loud Noise	7
Motorist Assist	43
Stolen Property	11
Suspicious Activity	26
Trespassing	2
Arrest	30
Traffic Stops	814



November of 2023

Calls for service	960
DUI	5
Collisions	34
Alarm Calls	36
Burglary	8
Disturbance	19
Domestic Related	12
Fraud	8
Harassment	5
Larceny	16
Loud Noise	6
Motorist Assist	23
Stolen Property	7
Suspicious Activity	12
Trespassing	4
Arrest	28
Traffic Stops	355

Always be **truthful** & **transparent**.

OUR CORE VALUES

Savor
the journey.

Show that you **care**.

Create **WOW** moments.

Make learning a **habit**.

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

City Of
Glenpool

Creating Opportunity





**MINUTES
GUSA Meeting**

**Monday, November 6, 2023 Council Chambers 6:00
PM**

TRUSTEES PRESENT: Joyce Calvert
Brandon Kearns
Tim Fox
Chris Brobst

TRUSTEES ABSENT: Jacqueline Triplett-Lund

STAFF PRESENT: David Tillotson
Susan White
Wendy Knight
Julie Casteen
Gerald S. Gilbert
Jesse Hale
David Agbetunsin
Lea Ann Reed
Jeremy Plane

- A) Call to Order - Joyce G. Calvert, Chair**
Chair Calvert called the meeting to order at 6:47 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.
Scott Major of Rosenstein, Fist & Ringold was also in attendance.
- C) Management Report**
- Staff has had good conversations with the engineering firm for the Wastewater Treatment Plant.

[Final CM Report.11062023](#)

D) Trustee Comments

There were no Trustee comments.

E) Public Comments

There were no public comments.

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

- 1) Minutes from October 2, 2023 meeting.

[GUSA - 02 Oct 2023 - Minutes - Html](#)

- 2) 2024 Meeting Schedule.

[GUSA 2024 Meeting Schedule](#)

- 3) Receipt and acceptance of FY22-23 Independent Accountant's Report on Applying Agreed-Upon Procedures as required by the Settlement Agreement between the City of Glenpool, Glenpool Utility Services Authority, and Creek County Rural Water District No. 2.

[Annual AUP Audit](#)

- 4) Agreed Upon Audit Procedures Engagement Letter for FY23-24, Elfrink and Associates, PLLC.

Moved by Tim Fox, 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.

[AUP Audit Engagement Letter](#)

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

H) Scheduled Business

I) Adjournment

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



To: Honorable Chairman and Trustees, Glenpool Utility Service Authority

From: Julie Casteen, Finance Director

Date: November 30, 2023

Re: FY23-24 GUSA Budget Amendment GUSA-02

Background:

The Glenpool Utility Service Authority has received a grant of \$2,283 from OMAG for the purchase of safety equipment. Staff has identified the need for a confined space entry kit that will provide a safer environment for Public Works employees working in confined spaces, such as manholes and pits. The grant will cover 75% of the cost of the equipment, with a match of \$762 from GUSA funds already budgeted.

Staff Recommendation:

Staff recommends approval of Budget Amendments GUSA-02.

Attachments:

Budget Amendment Form GUSA-02.

City of Glenpool
Budget Amendment

Fiscal Year: 2023 - 2024
Amendment No: GUSA-02
Date Requested: 12/4/2023

	Revenue:					Expense:				
	Fund	Account Number	Acct Name	Increase / (Decrease)	New Budget Amount	Fund	Account Number	Acct Name	Increase / (Decrease)	New Budget Amount
1	02	5-00-5254	OMAG Grant	\$ 2,283	\$ 2,283	02	6-16-6261	Safety Training & Equip	\$ 2,283	\$ 7,066
2										
3										
4										
5										
6										
8										
9										
10										
11										
12										
13										
14										
			Total	\$ 2,283.00	\$ 2,283.00			Total	\$ 2,283.00	\$ 7,066.00

Notes:
Lines 1: OMAG Safety Grant for the purchase of confined space safety equipment

Approved by the Glenpool Utility Service Authority

Chair

Date



To: Honorable Chairman and Trustees, Glenpool Utility Service Authority

From: Jesse Hale, Public Works Director

Subject: Lead Service Line Inventory / Lead and Copper Tap Monitoring Agreement

Background:

The agreement with 120Water consists of two different services:

1. Lead Service Line Inventory

To better protect communities from exposure to lead in drinking water, the EPA announced the development of a new regulation, the Lead and Copper Rule. The current rendition of this regulation is the Lead and Copper Rule Revision (LCRR) which was put in place in October of 2021. Compliance with this regulation requires that all community water systems must conduct a Lead Service Line Inventory by October 21, 2024.

The inventory process consists of several parts, but essentially uses historical data, coupled with field research to determine where in a given water system any lead service lines exist. This data is then reported to the EPA for analysis. Currently there is no process or program to replace those lead lines.

120Water proposes to assist in the Lead Service Line Inventory by spooling up a web interface to house and visualize progress, collecting historical data from public databases and city databases, concatenating the results of the data research and field research. Some field lines will need to be potholed to verify. Our staff will conduct that portion of the survey with our vac trailer. The cost for this portion will be \$15,356 per year, but only one year will be needed.

2. Lead and Copper Tap Monitoring

Another facet of the LCRR is sampling our water at customer's houses. Glenpool has qualified for triennial monitoring based on passed results.

Every three years our water staff conducts this tedious sampling procedure to search for lead in our water. This process requires 2-3 months of intermittent work for our water staff. Staff must deliver bottles to predetermined water customers. The selected water customers must follow a procedure at their convenience and then call the sampling coordinator to pick up the samples. The samples then need to be prepped and shipped off to a lab. The only benefit to the customer is

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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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the satisfaction that they helped in the survey, and some customers need constant reminding to get through the process.

120Water proposes to assume all responsibilities regarding the triennial sampling. The cost for this portion will be \$4,344 this year. Every three years, the city will need to pay for another round of monitoring for a similar fee.

Recommendation:

Staff recommends approving the contract with 120Water to provide the Lead Service Line inventory AND one round of Lead and Copper Tap Monitoring for \$19,700 using budgeted funds from account number 02-6-16-6235, Contract Services Account.

Attached:

- EPA Fact Sheet about Service Line Inventory
- Master Service Agreement from 120water
- Order Form from 120water

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FACT SHEET FOR DEVELOPING AND MAINTAINING A SERVICE LINE INVENTORY

There is no safe level of lead exposure. EPA will continue to strengthen actions to protect communities from lead in drinking water. This guidance alongside regulatory improvements, infrastructure investments like the \$15 billion provided by the Bipartisan Infrastructure Law for identifying and replacing lead service lines (LSLs), and other actions, are significant steps towards replacing 100% of LSLs across the country.

Service line inventories are the foundation from which water systems can take action to address LSLs. Establishing an inventory of service line materials and identifying the location of LSLs are key steps in getting them replaced. A comprehensive and accurate inventory allows you to publicly track progress on LSL identification and replacement, engaging the community and enhancing transparency. In addition, a comprehensive and accurate inventory can help all systems by supporting asset management programs and customer communications.

WHO CAN BENEFIT FROM THIS FACT SHEET

All community water systems (CWSs) and non-transient non-community water systems (NTNCWSs) must submit an initial inventory to their state or primacy agency by **October 16, 2024**. If you are a CWS or NTNCWS, this fact sheet can help you understand your requirements and prepare your inventory.

WHAT INFORMATION DOES IT CONTAIN?

This fact sheet provides an overview of EPA's requirements for developing an initial inventory. It also contains a summary of EPA recommendations. For more details, refer to the full guidance for developing and maintaining a service line inventory, available online here: <https://www.epa.gov/ground-water-and-drinking-water/revised-lead-and-copper-rule>

HOW IS THIS FACT SHEET ORGANIZED?



SECTION 1

Required inventory elements and definitions



SECTION 2

Inventory planning



SECTION 3

Records review



SECTION 4

Service line investigations



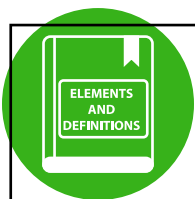
SECTION 5

Sharing inventory information with the public



SECTION 6

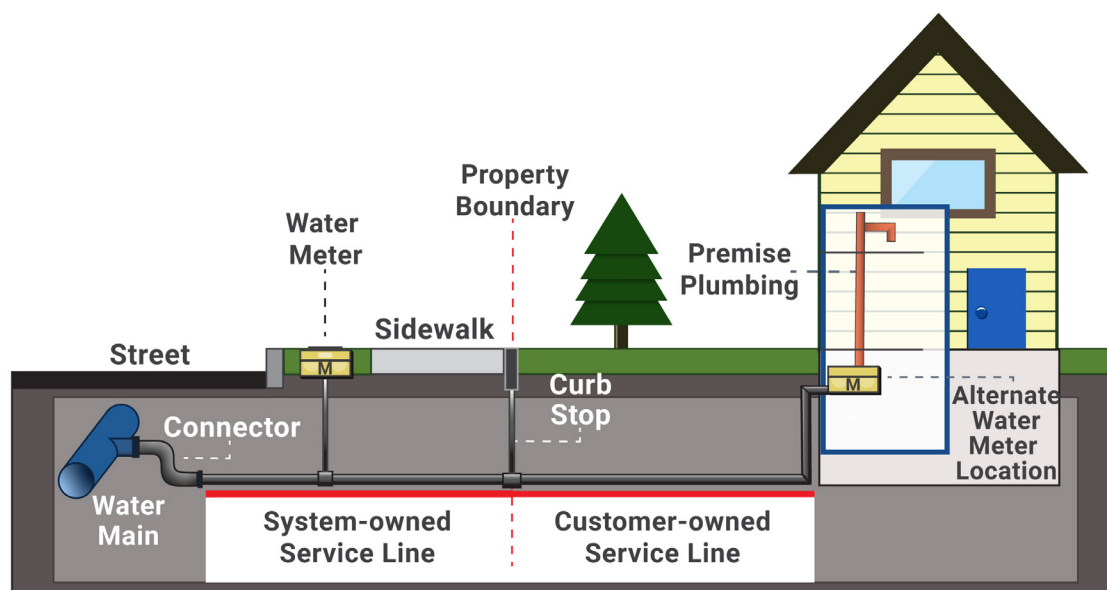
Information for systems with only non-lead service lines



SECTION 1

REQUIRED INVENTORY ELEMENTS AND DEFINITIONS

Your inventory **must** include all service lines, regardless of the actual or intended use. You must classify the system- and customer-owned portions separately where ownership is split (see example pictured).



You must classify service lines using one of the four definitions below.

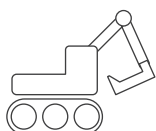
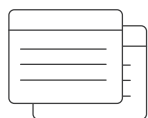
Lead: A portion of the pipe that is made of lead, which connects the water main to the building inlet.

Galvanized Requiring Replacement (GRR): A galvanized service line that is or ever was downstream of an LSL or is currently downstream of an unknown service line.

Non-Lead: The service line is determined not to be lead or GRR through an evidence-based record, method, or technique.

Unknown: The service line material is not known to be a lead, GRR, or non-lead, such as where there is no documented evidence supporting material classification.

EPA recommends you track additional information in your inventory, such as pipe diameter and installation date, source of material information, actual material of non-lead lines, and other lead sources (*e.g.*, lead goosenecks and solder).



SECTION 2

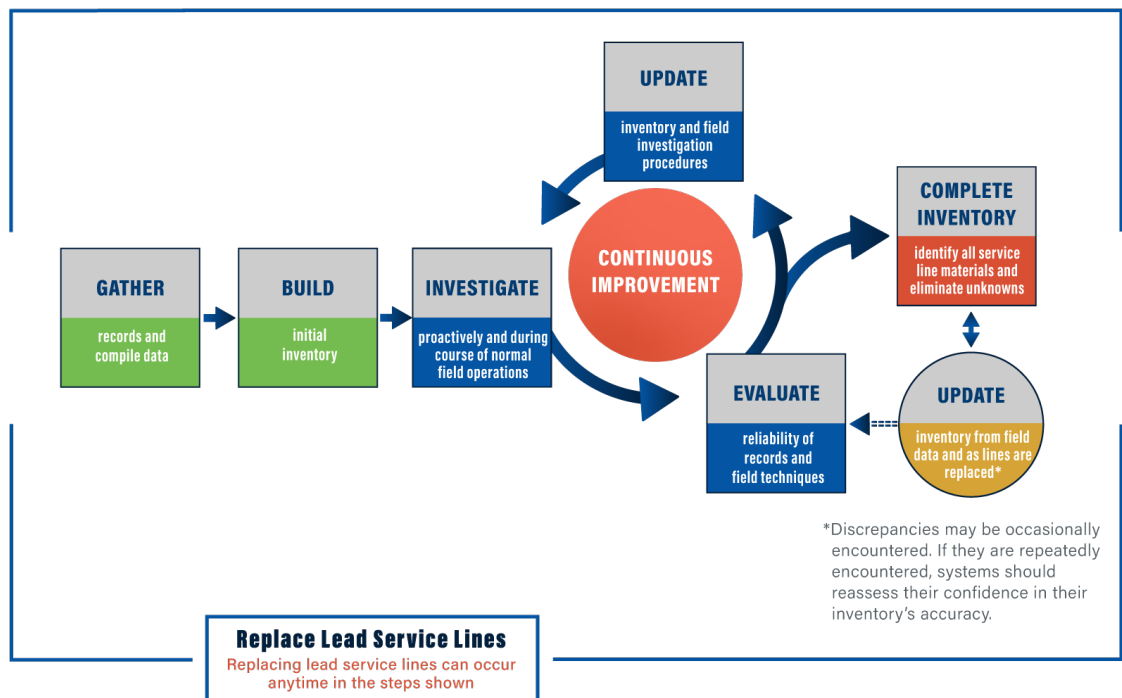
INVENTORY PLANNING

EPA recommends you begin your inventory development process with the following steps:

- Identify staff and resources.
- Select an inventory format.
- Develop procedures for collecting service line information.
- Develop partnerships.

EPA developed a spreadsheet template that you can use and/or customize for your inventory, available online here <https://www.epa.gov/ground-water-and-drinking-water/revised-lead-and-copper-rule>. You should choose an inventory format that is easily updated and conforms with any state or primacy agency requirements.

EPA recommends considering the inventory a **living data set** that is continuously improved over time as materials are investigated and LSLs are replaced. See the figure below for a schematic of the inventory lifecycle. As shown, EPA recommends systems to begin lead service line replacement (LSLR) as soon as possible, regardless of the state of inventory development.



SECTION 3

RECORDS REVIEW

You **must** review the following to prepare your initial inventory:

- Previous materials evaluation. Specifically, you must review the materials evaluation you performed to identify lead and galvanized iron or steel under the original Lead and Copper Rule.
- All construction and plumbing codes, permits, and existing records or other documentation that indicates the service line materials used to connect structures to the distribution system.
- All water system records, including distribution system maps and drawings, historical records on each service connection, meter installation records, historical capital improvement or master plans, and standard operating procedures.
- All inspections and records of the distribution system that indicate the material composition of the service connections that connect a structure to the distribution system.
- Any resource, information, or investigation method provided by or required by the state or primacy agency to develop your initial inventory.

Records reviewed previously need not be reviewed again.

73481 645 E. Main St.

Service Record

LOT NO. 230

DATE SOLD 7-15-41

SIZE OF MAIN 6 18" E of E L.L. of 18th St.

SIZE OF STOP 3/4

SIZE OF FEEDER 3/4 11" N of S L.L. of Main St.

SIZE OF SINK 3/4

LENGTH OF SINK 22 ft Lead

RE-INSURER

LOCATION OF METER North Wall

NAME NUMBER SIZE DATE SET REMARKS

NEW METER 5/8 9/12/10 REM - 1-3-12

REAR 2224 5/8 11-3-72

3844 101 East 1st Ave

114 Ft 26 of - L.L. of Summit St.

12 Ft N of S L.L. of 1st Ave.

Remarks

Main Size 6" Stop Size 3/4 Pipe Length 26 Kind Lead

Date Renewed 9/14/14 Reissued

LSIs identified

Excerpt from Exhibit 4-4 of the full inventory guidance

SECTION 4

SERVICE LINE INVESTIGATIONS

You can use investigative methods to classify service line materials as long as the methods are approved by the state or primacy agency. These methods could also be used to verify water system records. Investigative methods described in the full guidance include visual inspection by the customer and/or system personnel, water quality sampling, excavation, and predictive modeling.

The full guidance provides information on each method and possible approaches for prioritizing investigations, such as:

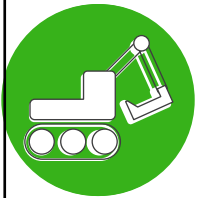
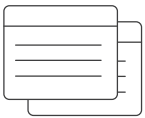
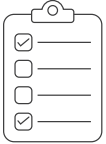
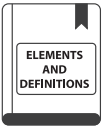
- Consider vulnerable or environmental justice populations.
- Target areas with the most unknowns.
- Target service lines that are most likely lead, especially in tandem with LSLR.
- Target areas where LSLR is occurring.



PROTECT YOUR TAP
a quick check for lead

EPA developed the Protect Your Tap online step-by-step guide to help customers identify LSLs in their home, available online.

<https://www.epa.gov/ground-water-and-drinking-water/protect-your-tap-quick-check-lead-0>



Excerpt from page 5-13 of the full inventory guidance

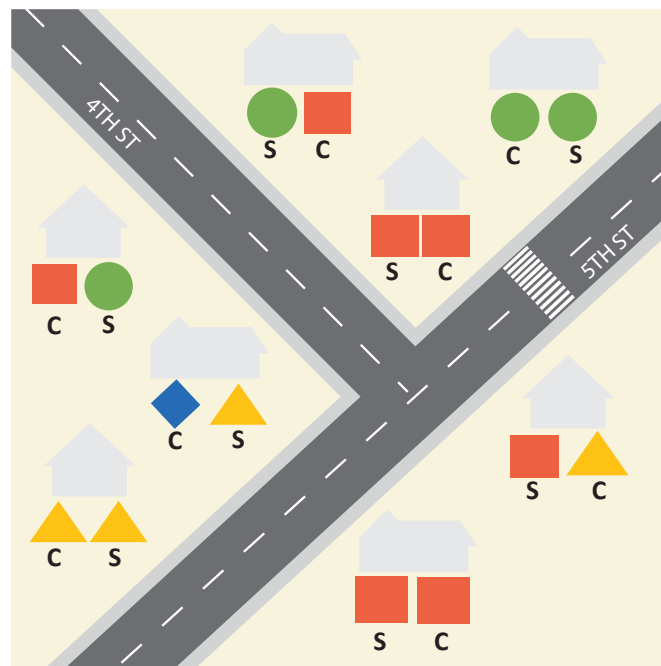
SECTION 5

SHARING INVENTORY INFORMATION WITH THE PUBLIC

At a minimum, you **must** make publicly available a location identifier (e.g., street address, intersection, or landmark) for each LSL and GRR service line. EPA recommends that you:

- Provide a location identifier for every service line.
- Consider using a street address as the location identifier.
- Include information on steps that consumers served by LSLs can take to reduce exposure to lead.

If you serve more than 50,000 people, you must provide your inventory online. Many water systems have developed simple or web-based maps to present their service line inventory, share information with the public, and inform their LSLR program.



LEGEND

C = Customer-owned

S = System-owned

Red Square = Lead

Green Circle = Non-Lead

Blue Diamond = GRR

Yellow Triangle = Unknown

If you have lead, GRR, or unknown services lines, you must provide notification to persons served by these lines within 30 days after completing the initial inventory. If you are a CWS, you must also include instructions on how to access the inventory in your Consumer Confidence Report.

SECTION 6

INFORMATION FOR SYSTEMS WITH ONLY NON-LEAD SERVICE LINES

This section is for systems that can demonstrate through evidence-based records, methods, or techniques that all service lines are non-lead, including both the system- and customer-owned portions.

Examples of Non-Lead Materials



Plastic



Copper



Galvanized pipe*

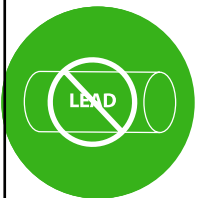
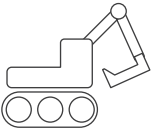
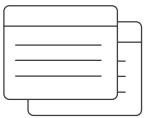
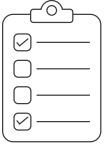
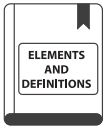
*Only if the galvanized pipe was determined to have never been downstream of an LSL

DO I STILL NEED TO SUBMIT MY INITIAL INVENTORY IF ALL SERVICE LINES ARE NON-LEAD?

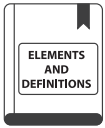
Yes, all CWSs and NTNCWSs must submit an initial inventory to their state or primacy agency by **October 16, 2024**.

WHAT ARE MY REQUIREMENTS FOR DEVELOPING THE INITIAL INVENTORY?

The requirements for developing an initial inventory are the same for systems with all non-lead service lines as they are for those with LSLs, GRRs, and/or unknowns. Under the LCRR, you must review previous materials evaluation, construction and plumbing codes/records, water system records, distribution system inspections and records, and state or primacy agency specified information.



SECTION 6



INFORMATION FOR SYSTEMS WITH ONLY NON-LEAD SERVICE LINES (CONTD.)

DO I NEED TO MAKE MY INVENTORY PUBLICLY AVAILABLE?

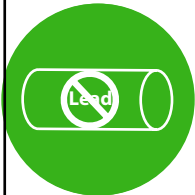
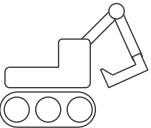
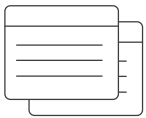
You have the option of (1) making the inventory publicly available, or (2) providing a written statement that your system has no LSLs, GRRs, or lead status unknown service lines, and a general description of methods used to make the determination.

WHAT IF I DISCOVER AN LSL OR GRR AFTER I SUBMIT MY INITIAL INVENTORY?

Even when all service lines have been classified as non-lead, EPA recognizes that a lead or GRR service line may subsequently be found. If this happens, you must:

- Notify your state within 30 days, and
- Prepare an updated inventory on a schedule established by your state.

Although not required, EPA recommends that you replace the lead or GRR service line as soon as possible and investigate when it was installed and who installed it. You should consider whether or not the discovery was an isolated event or a potential indicator of additional lead or GRR service lines in your system. If the latter, EPA recommends that you work with your state or primacy agency to determine which service lines should be reclassified as unknown and develop a plan for field investigations.



ADDITIONAL RESOURCES

For a copy of the full guidance, spreadsheet template, other fact sheets, and a link to EPA's inventory webinar, visit <https://www.epa.gov/ground-water-and-drinking-water/revised-lead-and-copper-rule>

Looking for ways to fund the development of your inventory? See EPA's LSLR funding page at <https://www.epa.gov/ground-water-and-drinking-water/funding-lead-service-line-replacement>





MASTER SERVICES AGREEMENT

This Master Services Agreement (together with all Order Forms, the “**Agreement**”) is made by and between 120 Water Audit, Inc. d/b/a 120Water (“**120Water**”), and the customer identified on the Order Form and the signature block below (“**Customer**”) and is effective as of the date of last execution by the parties of the initial Order Form (“**Effective Date**”). 120Water and Customer are each also referred to hereunder as a “**party**” and together as the “**parties**”.

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

- 1.1. “**Authorized Users**” means personnel authorized by Customer to use the Service solely for the internal use of Customer, subject to the terms and conditions of this Agreement.
- 1.2. “**Customer Data**” means all electronic data or information uploaded by Customer to the 120Water Platform.
- 1.3. “**Deliverables**” means the deliverables (e.g., any custom reports) specified in an applicable Order Form that are expressly created for Customer.
- 1.4. “**Derivative Data**” means collectively, (i) information derived or generated from or based on Customer Data, but not containing Customer Data, (ii) Customer Data which has been de-identified or anonymized so that it no longer identifies a specific individual or Customer; and, (iii) Customer Data which has been aggregated with other data but which no longer identifies a specific individual or Customer.
- 1.5. “**Documentation**” means the user guides and specifications for the SaaS Services that are made available from time to time by 120Water in electronic or tangible form, but excluding any sales or marketing materials.
- 1.6. “**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful files, scripts, agents or programs.
- 1.7. “**120Water Platform**” means 120Water’s proprietary online hosted software, website, operating systems, hardware and other technical resources used by 120Water to provide the SaaS Services.
- 1.8. “**Order Form**” means 120Water’s quote accepted by Customer via an ordering document submitted to 120Water, the initial Order Form being attached hereto as Exhibit A and incorporated herein.

- 1.9. **“Personal Data”** means Customer Data which identifies a specific identifiable individual.
- 1.10. **“Professional Services”** means any implementation, integration, consulting and other related services specifically described in an Order Form, other than the SaaS Services.
- 1.11. **“Project Start Date”** means a date mutually agreed upon by the parties following execution of an Order Form, upon which date 120Water shall commence provision of implementation or other Professional Services.
- 1.12. **“SaaS Services”** means the water test administration and reporting services made available to web-based and mobile users via the 120Water Platform hosted by 120Water, as set forth in the LSLI Scope of Work attached hereto as Exhibit B and incorporated herein.
- 1.13. **“Services”** means, together, the SaaS Services and Professional Services.
- 1.14. **“Site”** means the 120wateraudit.com website.
- 1.15. **“Subscription Start Date”** means the date on which 120Water shall make the SaaS Services available to Customer as set forth in an applicable Order Form.
- 1.16. **“Subscription Term”** means the period of time during which Customer is subscribed to the SaaS Services, as specified in an Order Form.
- 1.17. **“Usage Data”** means statistical data related to Customer’s access to and use of the SaaS Services and data derived from it, that is used by 120Water, including to compile statistical and performance information related to the provision and operation of the SaaS Services.

2. **SERVICES AND RESPONSIBILITIES OF THE PARTIES**

2.1. 120Water Responsibilities.

- A. During the Subscription Term, 120Water shall make the SaaS Services available to Customer and shall provide maintenance and support to Customer in accordance with its standard support policies and procedures. The SaaS Services further include developing, training, testing, correcting, and improving the 120Water Platform, such activities for which may include the use of Customer Data. 120Water will use commercially reasonable efforts to maintain the SaaS Services’ availability, except for planned downtime for maintenance or upgrades, or any unavailability caused by circumstances beyond 120Water’s reasonable control. 120Water reserves the right to modify the SaaS Services at any time, provided that no modification will materially diminish the LSLI Scope of Work set forth in Exhibit B. . The parties may, from time to time, execute an Order Form describing Professional Services that 120Water shall provide to Customer,

the duration of such Professional Services if applicable, the compensation to be paid for the Professional Services, and any other terms applicable to the project. A list of specific deliverables, a timetable, and/or a detailed specification may be attached as Exhibits to any Order Form.

- B. Subcontractors. 120Water may engage subcontractors to perform or to support 120Water's performance of portions of the Services provided or made available to substantially all of 120Water's customers (e.g., data hosting service providers), provided that 120Water may not subcontract any custom Services or Deliverable specifically purchased only by Customer (and set forth in a separate statement of work) without Customer's prior written consent, such consent not being unreasonably withheld, delayed, or conditioned. 120Water shall be responsible for the acts and omissions of its subcontractors related to this Agreement.

- 2.2. Customer Responsibilities. Customer is responsible for all activities that occur in Customer's account(s). Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) prevent unauthorized access to, or use of, the SaaS Services, and notify 120Water in writing immediately upon becoming aware of any such unauthorized access or use; (c) comply with all applicable laws and regulations in using the SaaS Services; and (d) procure for 120Water, at Customer's sole expense, all rights and consents necessary for 120Water and its contractors to access, use, disclose, store, and retain all Customer Data pursuant to this Agreement. Customer is solely responsible for ensuring: (i) that only appropriate Authorized Users have access to the SaaS Services, and (ii) confidentiality and proper usage of passwords and access procedures with respect to logging into the SaaS Services. Customer is solely responsible for all acts and omissions of the Authorized Users, and for ensuring that the Authorized Users comply with this Agreement.

- 2.3. Use Restrictions. Customer shall use the SaaS Services solely for its internal business purposes as contemplated by this Agreement and shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the SaaS Services available to any third party except as contemplated by this Agreement; (b) send via, or store within, the SaaS Services infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (c) send via the SaaS Services any unsolicited commercial or non-commercial communication; (d) send via, upload to, or store within the SaaS Services any Malicious Code; or (e) attempt to gain unauthorized access to the SaaS Services or its related systems or networks. In addition, Customer shall not directly or indirectly: (i) remove any notice of proprietary rights from the SaaS Services or 120Water Platform; (ii) decompile, reverse engineer, or attempt to derive the source code or underlying ideas or algorithms of any part of the SaaS Services or 120Water Platform (except to the limited extent applicable laws specifically prohibit such restriction); (iii) copy, modify, translate or otherwise create derivative works of any part of the SaaS

Services or 120Water Platform; (iv) upload to the 120Water Platform or otherwise provide to 120Water any personal health, credit card, or financial data or other such sensitive data (collectively, “**Inadvertent Data**”); (v) use any of 120Water’s Confidential Information (defined below) to create any service, software, documentation or data that is similar or competitive to any aspect of the SaaS Services, (vi) interfere or attempt to interfere with the proper working of the SaaS Services or any activities conducted on the SaaS Services or 120Water Platform, or modify another website so as to falsely imply that it is associated with the SaaS Services; or (vii) permit any third party to engage in any of the foregoing proscribed acts set forth in this Section 2.3 (with the restrictions set forth in this Section 2.3, collectively, referred to as the “**Use Restrictions**”). In the event Customer provides to 120Water any Inadvertent Data, Customer shall immediately notify 120Water in writing upon discovery of such disclosure. 120Water shall treat Inadvertent Data as Customer’s Confidential Information, but not as Personal Data, and will not be liable for any such unauthorized disclosure, access, loss, or use of Inadvertent Data. 120Water shall promptly delete all Inadvertent Personal Data it receives and becomes aware of.

- 2.4. Acceptance Procedure for Custom Deliverables. Unless expressly stated otherwise in a statement of work all custom-developed Deliverables shall be subject to the following acceptance procedure. Customer has 30 days (the “**Testing Period**”) from receipt of a Deliverable to test the Deliverable. The “**Acceptance Criteria**” is whether the Deliverable materially conforms with the applicable Specifications. During the Testing Period, Customer will notify 120Water of any material noncompliance of the Deliverable with the Specifications (“**Material Error**”) that Customer discovers. When it receives this notice, 120Water will promptly correct the Material Error and redeliver the Deliverable within 30 days unless otherwise agreed to in writing by the Parties. The Testing Period will be extended for the period of time used by 120Water to correct a Material Error. If 120Water is unable to correct a Material Error within the 30 day period (or other time period agreed to in writing by the Parties), Customer may terminate this Agreement, and 120Water will promptly return to Customer all monies paid by Customer under the applicable Statement of Work.
- 2.5. SaaS Services Platform. 120Water and its third party service providers will use commercially reasonable efforts to maintain the availability of the SaaS Services. 120Water will comply with the Service Level Agreement set forth in Exhibit C attached hereto and incorporated herein.
- 2.6. Purchase of Goods. Purchases of goods, including without limitation, water testing kits and water pitcher filters, from 120Water are governed by the Terms of Sale available at <https://120water.com/terms-of-sale/>, and which may be amended from time to time by 120Water and effective when posted, and which is incorporated herein by reference.

3. FEES; PAYMENT; TAXES

- 3.1. Service Fees. 120Water will invoice Customer for the Services as set forth in the applicable Order Form or as otherwise agreed by the parties in writing in a statement of work. Except as otherwise specified in an Order Form, fees are based on the Services purchased and not actual usage; payment obligations are non-cancellable; fees paid are non-refundable; and the Services purchased cannot be decreased during the relevant Subscription Term. 120Water may adjust its fees applicable to the Services upon renewal of a Subscription Term. Customer may add subscriptions for SaaS Services during a Subscription Term at the same pricing as the underlying subscription pricing set forth in the most recent Order Form, prorated for the portion of that Subscription Term remaining at the time the subscriptions are added, and any added subscriptions will terminate on the same date as the underlying subscriptions. For all other additional goods or services purchased by Customer during the Subscription Term, such purchases will be made at the then-current prices of such goods or services.
- 3.2. Overdue Payments. Customer's failure to pay fees as set forth herein shall constitute a material breach of this Agreement. Any fees hereunder not paid when due will be subject to a late charge of one and one-half percent (1½%) per month on the unpaid balance or the maximum rate allowed by law, whichever is less. If Customer's account is fifteen (15) days or more overdue, 120Water may, in addition to any of its other rights or remedies, suspend Customer's access to the SaaS Services and/or suspend provision of Professional Services until such amounts are paid in full. If such failure to pay has not been cured within thirty (30) days of the due date, then upon written notice 120Water may terminate this Agreement and any or all outstanding Order Forms.
- 3.3. Taxes. Unless Customer is tax exempt and provides written certification of such status to 120Water, Customer shall be responsible for payment of all taxes due in connection with the Services provided hereunder (other than taxes owed by 120Water based on its income), whether or not collected by 120Water. 120Water may collect such taxes from Customer, and Customer shall remit to 120Water all applicable taxes required to be collected by 120Water, or if such taxes have previously been paid by Customer, provide 120Water with the appropriate documentation of such payments. If Customer provides 120Water with written certification that Customer is tax exempt, then Customer shall not be responsible for payment of any taxes in connection with the Services.
- 3.4. Future Functionality. The Parties agree and acknowledge that Customer's purchases hereunder are not contingent on the delivery of any future Service functionality or features, or dependent on any oral or written public comments made by 120Water regarding future functionality or features of any Service.

4. PROPRIETARY RIGHTS

- 4.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, 120Water reserves all rights, title and interest in and to the SaaS Services and 120Water Platform, including all software, technology and other materials associated therewith, all Documentation and content (excluding Customer Data), and all copies, modifications and derivative works thereof, and all 120Water trademarks, names, logos, and all rights to patent, copyright, trade secret and other proprietary or intellectual property rights therein. No rights are granted to Customer hereunder other than as expressly set forth herein. As between 120Water and Customer, Customer owns all Customer Data. Customer shall procure all rights and consents necessary to enable 120Water and its third party service providers to access and use Customer Data pursuant to this Agreement. Customer hereby grants 120Water a worldwide, non-exclusive, royalty-free, fully paid-up license to use, reproduce, perform, display, modify, and distribute the Customer Data in connection with providing the Services to Customer hereunder. During the Subscription Term, 120Water may use the trademarks and trade name of Customer in connection with provision of the Services.
- 4.2. Feedback. If Customer provides or otherwise makes available to 120Water any feedback, suggestions, recommendations, data, or other input regarding the Services or resulting from Customer's use thereof ("**Feedback**"), Customer hereby grants to 120Water a perpetual, irrevocable, royalty-free right and license to use such Feedback for any purpose, including to improve and enhance the Services or any component thereof, to develop new features or functionality, and to otherwise use and exploit such Feedback for 120Water's business purposes. Customer acknowledges that any 120Water products or materials incorporating any such Feedback shall be the sole and exclusive property of 120Water. 120Water agrees to indemnify, defend and hold harmless Customer for any use by 120Water of any Feedback.
- 4.3. Improvements; Deliverables. 120Water shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the SaaS Services and 120Water Platform, and, unless expressly stated otherwise in a statement of work, in and to any Deliverables or new programs, upgrades, modifications or enhancements developed by 120Water in connection with rendering the Services to Customer, even when Deliverables, refinements or improvements result from Customer's request. 120Water shall own all right, title, and interest in and to all Usage Data.

5. CONFIDENTIALITY

- 5.1. Definition of Confidential Information. "**Confidential Information**" means all confidential, proprietary, or nonpublic information of a party (or its customers) ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**") that (a) if disclosed orally is designated as confidential at the time of disclosure, (b) if disclosed in writing is marked as "Confidential" and/or "Proprietary" or (c) that

reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information shall consist of the Customer Data. 120Water's Confidential Information includes any nonpublic information relating to the SaaS Services or the software, technology or content underlying the SaaS Services, or relating to any other of 120Water's or its business partners' products or services (including any beta version of a service), software, technology, customers, business plans, and other business affairs. Notwithstanding the foregoing, each party may disclose the existence and terms of this Agreement, in confidence, to a potential purchaser of or successor to any portion of such party's business resulting from the reorganization, spin-off, or sale of all or a portion of all of the assets of any business, division, or group of such party. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach by the Receiving Party of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

- 5.2. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission or if required by applicable law or judicial order. The Receiving Party shall use the same degree of care to protect the Confidential Information as it uses to protect its own information of a confidential and proprietary nature, but in no event shall it use less than a reasonable degree of care. 120Water may disclose Customer's Confidential Information to those of its employees and contractors who need to know such information for purposes of performing the Services. Notwithstanding the foregoing, and as permitted by applicable law, 120Water shall be permitted to retain Customer Data and use the same for statistical, analytical, and similar purposes internally, through publications, and with 120Water's other customers; provided, that any distribution to third parties of the results of such usage will include Customer Data in aggregate form only and will not identify Customer or its Authorized Users as the source of any such data. Further, 120Water may store, reproduce, distribute, create derivative works (including compilations and statistical summaries and analyses), transmit, display and otherwise make available certain test results (and related data) and location information to third party individuals and organizations as reasonably necessary in order for 120Water to perform Services hereunder.
- 5.3. Compelled Disclosures; Open Records Requests. If the Receiving Party is compelled by law or an order issued by a judge or other competent governmental authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. In the event a third party

makes a request of Customer for information under any open records act for documents or information related to this Agreement which may be subject to exclusion from disclosure based on confidential information or trade secrets, Customer will provide 120Water with a timely opportunity to object to disclosure of such documents and information. Nothing contained herein is intended to nor shall it be construed to condition or limit Customer's obligation to timely provide public records to a third party in response to an open records request.

- 5.4. Survival. The Confidentiality obligations as are set forth in this Section 5 shall remain in force and effect at all times during this Agreement, and (i) with respect to Confidential Information that constitutes a trade secret under applicable law, for so long as such trade secret status has not been lost; and (ii) with respect to Confidential Information that does not constitute a trade secret, for five (5) years after termination or expiration of this Agreement, and (iii) with respect to Personal Data held by 120Water, forever.

6. DATA SECURITY

- 6.1. 120Water shall use commercially reasonable efforts to store, maintain, and protect the confidentiality of Customer Data uploaded by Customer and its Authorized Users to the 120Water Platform or otherwise disclosed or transmitted to, or received or accessed by 120Water. 120Water is not liable for the confidentiality or security of any Personal Data if through no fault of 120Water there is an event of unauthorized access, theft, use or disclosure of such Personal Data, either by or due to Customer's Authorized Users by users or third parties who have obtained unauthorized access to an Authorized User's Login Credentials. 120Water shall not be responsible for any suspected or actual unauthorized access, theft, use or disclosure, or Security Breach of Customer Data due to Customer's breach of this Agreement, Customer's (or its contractors' or providers') failure to use reasonable care in securing Customer Data or due to the acts or omissions of Customer's Authorized Users that are the proximate cause of any Security Breach related to the Services or 120Water Platform. "**Security Breach**" means any accidental, unauthorized, or unlawful access, use, destruction, loss, alteration, lockup (i.e., encryption or rendering unavailable), loss of confidentiality, or disclosure of Personal Data stored or otherwise processed by or in 120Water's (or its service providers' or contractors') possession or control; but, shall not include: (a) "pings" on an information system firewall; (b) port scans; (c) attempts to log on to an information system or enter a database with an invalid password or user name; or, (d) denial-of-service attacks that do not result in a server being taken offline.
- 6.2. 120Water will be responsible for any Security Breach of Customer Data successfully uploaded to the 120Water Platform where caused by the acts or omissions of 120Water or its agents, hosting services or other contractors, except to the extent due to any acts, omissions, or negligence of Customer, its agents, or contractors ("**120Water Security Breach**").

- 6.3. Other than to the extent otherwise restricted by law, Customer shall be responsible for any Security Breach of Customer Data due to the acts or omissions of Customer, its contractors (other than 120Water, its agents or contractors), its then-current employees, former employees who were previously Authorized Users, other than to the extent directly due to the negligence of 120Water or its agents, hosting services and other contractors (“**Customer Security Breach**”). Notwithstanding the previous sentence, former employees or contractors of Customer whose Authorized User credentials have been properly deactivated by Customer, but who subsequently cause a Security Breach through methods that do not include the use of their Authorized User credentials, does not constitute a Customer Security Breach.

7. DATA OWNERSHIP AND USE

- 7.1. Ownership of Customer Data. As between Customer and 120Water, Customer owns all Customer Data.
- 7.2. Use of Customer Data. Customer hereby grants 120Water and its contractors a limited, nonexclusive right and license to use all Customer Data during this Agreement, and, after expiration or termination as permitted herein.
- 7.3. Use of Customer Data after Expiration or Termination. After any expiration or termination of this Agreement 120Water shall handle Customer Data as set forth in Section 11.3.B.
- 7.4. Derivative Data and Usage Data. “**Derivative Data**” means collectively, (i) information derived or generated from or based on Customer Data, but not containing Customer Data, (ii) Customer Data which has been de-identified or anonymized so that it no longer identifies a specific individual; and, (iii) Customer Data which has been aggregated with other data but which no longer identifies a specific individual or Customer. “**Usage Data**” means statistical data related to Customer’s access to and use of the SaaS Services and data derived from it, that is used by 120Water, including to compile statistical and performance information related to the provision and operation of the SaaS Services. 120Water shall irrevocably own all Derivative Data and Usage Data and may use or disclose it in any way it chooses. This Section 7.4 shall survive any expiration or termination of this Agreement.

8. WARRANTIES AND DISCLAIMERS

- 8.1. 120Water Warranties. 120Water warrants that: (a) the functionality of the SaaS Services will not be materially decreased during a Subscription Term; (b) 120Water shall take commercially reasonable measures to protect against the SaaS Services or any deliverables containing or transmitting Malicious Code to Customer; (c) the Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards (collectively referred to as the “**Service Warranty**”). Customer must report to 120Water in writing any failure

of the Professional Services to materially conform to the Service Warranty within 90 days of performance of such Professional Services in order to receive warranty remedies. For any breach of the Service Warranty, Customer's exclusive remedy, and 120Water's entire liability, shall be the re-performance of the Professional Services, and, if 120Water is unable to re-perform the Professional Services as warranted within thirty (30) days of receipt of notice of breach, Customer shall be entitled to recover the fees paid to 120Water for the deficient Professional Services.

- 8.2. Warranties for third-party products are governed under the applicable third party warranty terms, and Customer expressly acknowledges that 120Water has no obligations with regard to third-party products.
- 8.3. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED HEREIN, 120WATER PROVIDES ALL SERVICES AS-IS, AND 120WATER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
- 8.4. Customer acknowledges and agrees that the SaaS Services, the Services, the 120Water Platform, Deliverables, and any other services or products provided hereunder are intended to provide Customer with a means of sampling, testing, and monitoring water for contaminants. 120Water uses third-party labs and service providers to perform certain components of the Services and, while 120Water endeavors to maintain relationships with dependable, accurate and timely third party service providers, 120WATER DOES NOT CONTROL SUCH SERVICE PROVIDERS, AND THEREFORE HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND LIABILITY FOR ANY INACCURATE, UNTIMELY, OR OTHERWISE ERRONEOUS DELIVERABLES INCLUDING DATA, ALERTS, OR INFORMATION ATTRIBUTABLE TO SUCH SERVICE PROVIDERS. 120Water is not responsible for any contaminants or other harmful conditions present in water or other materials tested hereunder.

9. INDEMNIFICATION

- 9.1. By 120Water, 120Water shall indemnify, defend, and hold harmless Customer and its officers, directors, employees, agents, and affiliates from and against any and all third-party claims, actions, or causes of action ("**Claims**") for any liabilities, damages, penalties, fines, assessments, costs, and expenses, including reasonable attorneys' fees and costs (collectively, "**Losses**") arising or related to (a) an allegation by a third party alleging that the Services or use of the 120Water Platform infringes any United States patent, and/or any copyright, trade secret or other property right held by such a third party; (b) 120Water's breach of this Agreement; (c) any failure by 120Water or its employees, agents, service providers, or subcontractors to comply with applicable law or regulation; (d) 120Water's use of any Feedback provided by Customer; or (e) damage to or loss of real or tangible property, or personal injury, resulting from the gross negligence or willful

misconduct of 120Water, its agents, service providers, or subcontractors. The above shall apply provided that 120Water is notified promptly by Customer of any such Claim (including any threatened claim) and 120Water shall have sole control of the defense with respect to same (including without limitation, the negotiations and settlement of such claim). If a Claim pursuant to clause (a) has occurred or, in 120Water's opinion, is likely to occur, 120Water shall, at 120Water's option and expense, (i) procure the right to continue providing the Services or the 120Water Platform, (ii) re-perform or replace the potentially infringing portion of the Services or the 120Water Platform, or (iii) modify the Services or the 120Water Platform so that infringement is avoided. If, after using commercially reasonable efforts, none of the foregoing three alternatives is reasonably available, 120Water may terminate this Agreement, and Customer shall be entitled to a pro-rated refund of pre-paid but unearned fees. 120Water shall have no such indemnification obligation to the extent such infringement under clause (a) above: (w) relates to use of the Services or the 120Water Platform or any Deliverable in combination with other software, data products, processes, or materials not provided by 120Water and the infringement would not have occurred but for such combination; (x) arises from or relates to modifications to the SaaS Services, the 120Water Platform, or any Deliverable not made by 120Water; (y) relates to Customer Data or any third-party product or service, or (z) where Customer continues the activity or use constituting or contributing to the infringement after notification thereof by 120Water.

- 9.2. Indemnification Procedure. As an express condition to the indemnifying party's obligation under this Section 9, the party seeking indemnification must: (a) promptly notify the indemnifying party in writing of the applicable Claim for which indemnification is sought (except that any delay on the part of the indemnified party in providing such notice shall not relieve the indemnifying party of its indemnification obligation except to the extent it is prejudiced thereby); and (b) provide the indemnifying party with all reasonable non-monetary assistance, information and authority reasonably required for the defense and settlement of such Claim. No settlement or compromise that imposes any liability or obligation on the indemnified party will be made without the indemnified party's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned.

10. LIMITATION OF LIABILITY

- 10.1. Limitation of Liability. SUBJECT TO SECTION 10.3, IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS PAID BY CUSTOMER UNDER THE ORDER FORM FOR THE SERVICES FOR WHICH LIABILITY IS CLAIMED IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.
- 10.2. Exclusion of Consequential Damages. SUBJECT TO SECTION 10.3, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER

PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE HOWEVER CAUSED, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOOD WILL, SUBSTITUTE GOODS OR SERVICES, WORK STOPPAGE, DATA LOSS, LOST PROFIT OR COMPUTER FAILURE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 10.3. The restrictions on the types and amounts of damages for which a party may be liable hereunder shall not apply to 120Water's indemnification obligations.

11. TERM AND TERMINATION

- 11.1. Term and Renewal. This Agreement commences on the date both parties execute an initial Order Form (the "**Effective Date**"), and continues through the expiration of all Order Forms in effect between the parties hereunder (including any renewals as set forth below) unless earlier terminated as set forth in this Section 11 (the "**Term**"). Subscriptions to the SaaS Services commence on the Subscription Start Date and continue for the Subscription Term specified in the applicable Order Form. Thereafter, the Subscription Term shall automatically renew for successive twelve (12) month renewal terms unless a party provides the other party notice of its intent not to renew at least thirty (30) days in advance of the end of the then-current Term. Notwithstanding the foregoing, the parties acknowledge and agree that Customer is a political subdivision of the State of Oklahoma and, as such, Customer is subject to the fiscal year debt limitations under Article 10, Section 26 of the Oklahoma Constitution, which prohibits Customer from obligating future fiscal year funds. Therefore, to the extent that this Agreement contemplates payment(s) beyond Customer's current fiscal year (July 1, 2023 through June 30, 2024) or any subsequent fiscal year while this Agreement is in effect, Customer's obligation to make such payment(s) is contingent upon Customer's ratification of this Agreement and appropriation of funds each fiscal year during the Term or any renewal thereof. In the event of non-ratification or non-appropriation, this Agreement shall terminate at the conclusion of the then-current fiscal year or earlier as provided in Section 11.2.
- 11.2. Termination. Either party may terminate this Agreement for cause upon written notice of a material breach to the other party if such breach remains uncured (if curable using commercially reasonable efforts) for thirty (30) days from such notice. 120Water may terminate this Agreement or any Order Form for non-payment in accordance with Section 3.2, and no opportunity to cure shall apply. 120Water may immediately terminate this Agreement for cause, without the opportunity to cure, if Customer breaches any of the Use Restrictions set forth in Section 2.3. In addition, either party may terminate this Agreement, in whole or in part, or cease provision of Services if required to comply with applicable law or regulation. Upon termination for cause by 120Water or without cause by Customer,

Customer shall remain obligated to pay all fees owed for the remainder of the then-current Subscription Term, all of which fees shall become immediately due and payable in full.

11.3. Effects of Termination.

- A. Upon expiration or termination of this Agreement, all rights granted by 120Water under this Agreement shall terminate, and Customer's access to the 120Water Platform shall be terminated. Termination of this Agreement shall not affect Customer's obligation to pay any sums due hereunder for Services that have been performed by 120Water as of the date of termination.
- B. Within thirty (30) days after the termination or expiration of this Agreement, 120Water will provide Customer with a copy of Customer Data held by 120Water. Upon expiration of such thirty (30) day period, 120Water shall convert Customer's account to an inactive status. 120Water may, but shall not be obligated to, delete all Customer Data after Customer's account converts to inactive status.

12. **INSURANCE**

- 12.1. Insurance. During the Term, 120Water shall, at its own expense, maintain and carry in full force and effect insurance policies with financially sound and reputable insurers having limits of liability of not less than the following:

Type	Limits
Commercial General Liability	(a) \$1,000,000 per occurrence for bodily injury and property damage; (b) \$1,000,000 per occurrence for personal and advertising injury; (c) \$2,000,000 aggregate for products and completed operations; and, (d) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
Commercial Automobile Liability	(a) \$1,000,000 per accident for bodily injury and property damage.
Workers' Compensation Insurance	(a) as required by law with statutory limits.
Employer's Liability	(a) \$1,000,000 each accident for bodily injury; (b) \$1,000,000 disease each employee; and, (c) \$1,000,000 disease policy limit.
Technology Professional Liability	(a) \$1,000,000 per claim/occurrence; and, (b) \$2,000,000 policy aggregate.

- 1.2. In the event 120Water purchases an umbrella or excess insurance policy to meet the minimum limits of insurance set forth in this Section 12, such insurance policy

shall afford no less coverage than the primary insurance policy. 120Water shall provide Customer with a certificate of insurance evidencing the insurance coverage specified in this Section 12. The certificate of insurance shall name Customer as an additional insured and loss payee. 120Water shall provide Customer with thirty (30) days' advance written notice in the event of a cancellation or material change in such insurance policy. 120Water waives and 120Water shall cause its insurers to waive, any right of subrogation or other recovery against Customer.

2. **FORCE MAJEURE**

- 2.1. Definition. A “**Force Majeure Event**” means a cause or event beyond the reasonable control of the party claiming delay of performance, including, but not limited to, (i) labor disputes, strikes, or lockouts (but excluding nonunion labor shortage or disputes), or labor unavailability or workplace closure or restrictions or travel restrictions as required or recommended by government or agency (or implemented as company-wide policy by the party suffering the delay in performance) due to pandemic, epidemic, or other widespread health emergency (e.g., viruses or other diseases, such as, but not limited to, COVID-19, SARS, etc.); (ii) riots, war, acts of terrorism, or other civil disturbance; (iii) fire, flood, earthquake, tornado, hurricane, snow, ice, lightning, or other natural disasters, elements of nature or acts of God, (iv) outages, cable cuts, power crisis shortages, infrastructure outages or failures, internet failures, interruption or failure of telecommunications carriers or digital transmission links, network congestion, computer equipment failures, telecommunication equipment or other equipment failures, electrical power failures, loss of or fluctuations in heat, light, or air conditioning, all of the foregoing in this Subsection (iv) being of or due to third party providers or utility service providers; (v) acts of computer, system, or network sabotage or file lockup (e.g., ransomware attack), DDOS or other network attacks, intrusion, or other failures not arising out of a breach of Provider's data security obligations set forth in this Agreement; (vi) any law, order, regulation, direction, action or request of the United States, state or local governmental agency, department, commission, court, bureau, corporation or other instrumentality of any one or more of such instrumentality, or of any civil or military authority, or national emergencies, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown; (vii) change in law or regulation making performance impracticable without having material impact on such party's ability to perform under this Agreement without material increase in cost, resources, or time; or, (viii) national or regional shortage of adequate power or telecommunications or transportation, or, (ix) supply chain interruption due to any of the foregoing.
- 2.2. If a Force Majeure Event occurs, the party who's performance is delayed or prevented (the “**Affected Party**”) shall be entitled to (i) relief from its performance obligations under this Agreement to the extent the occurrence of the Force Majeure Event prevents or adversely affects that Affected Party's performance of such obligations, and (ii) an extension of schedule to perform its obligations under this Agreement to the extent the occurrence of the Force Majeure Event prevents or

adversely affects that Affected Party's ability to perform such obligations in the time specified in this Agreement. The occurrence of a Force Majeure Event shall not, however, excuse or delay the other Party's obligation to pay monies previously accrued and owing to the Affected Party under this Agreement or excuse or delay the Affected Party's performance of any obligation under this Agreement not affected by the occurrence of the Force Majeure Event. Upon the occurrence of a Force Majeure Event, the Affected Party shall notify the other Party promptly after the Affected Party's performance has been delayed or prevented. The Affected Party shall use commercially reasonable efforts to reduce costs resulting from the occurrence of the Force Majeure Event, fulfill its performance obligations under the Agreement and otherwise mitigate the adverse effects of the Force Majeure Event. The Affected Party shall also provide prompt written notice to the other Party of the cessation of the Force Majeure Event. If the Force Majeure Event renders the Services completely unavailable for more than thirty (30) consecutive days, Customer may terminate the Agreement upon written notice to 120Water, and Customer will receive a refund of prepaid fees starting from the beginning of the period of unavailability due to such conditions.

3. GENERAL PROVISIONS

- 3.1. Relationship of the Parties. The relationship between the parties created by this Agreement is one of independent contractors and neither party shall have the power or authority to bind or obligate the other except as expressly set forth in this Agreement. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.
- 3.2. Use of Customer Name and Logo. Customer hereby agrees that: (a) 120Water may use Customer's name and logo in 120Water's published customer list, on 120Water's website, and in 120Water's marketing materials; and, (b) subject to Customer's review and approval, which approval shall not be unreasonably withheld or delayed, allow 120Water to reference Customer in a press release that announces Customer's decision to use 120Water Services.
- 3.3. Assignment. 120Water may not assign, convey, or transfer (whether by contract, merger or operation of law) (collectively "assign" and its cognates) any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Customer, other than in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of 120Water's assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any assignment in violation of this Agreement shall be of no power or effect.
- 3.4. Governing Law. This Agreement shall be governed exclusively by the laws of the State of Customer's primary business office, without regard to its conflicts of laws rules.

- 3.5. Miscellaneous. This Agreement and the Exhibits attached hereto and Order Forms either attached hereto or entered into during this Agreement are incorporated herein and collectively set forth the entire understanding and agreement between the parties regarding the subject matter of this Agreement and supersede all prior or contemporaneous proposals or communications, oral or written, between the parties relating to the subject matter of this Agreement. The background recitals form a material part of this Agreement. No modification of this Agreement shall be binding unless it is in writing and is signed by authorized representatives of both parties. If any provision in this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain in full force and effect. No waiver of any right under this Agreement shall be deemed effective unless contained in writing signed by a duly authorized representative of the party against which the waiver is sought to be enforced, and no waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. The signature page of either party to any counterpart, and photocopies and electronic facsimiles thereof, may be appended to any other counterpart and when so appended, shall constitute an original.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement effective as of the Effective Date.

120 Water Audit, Inc.

City of Glenpool, Oklahoma

By

By

Print Name

Print Name

Title

Title

EXHIBIT A
ORDER FORM

EXHIBIT B
LSLI SCOPE OF WORK

EXHIBIT C

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) sets forth 120Water’s performance objectives for the availability of its hosted software platform (“**120Water Platform**”). The remedies set out in this SLA are Customer’s sole and exclusive remedy for issues covered by the SLA. While 120Water will not modify this SLA arbitrarily, 120Water may do so from time-to-time. Should 120Water make a material change to this SLA (changing hours of maintenance (but not materially shortening them) being deemed to be not material), 120Water shall notify Customer at least ten (10) days prior to the effective date of any such changes.

1. **Availability.** 120Water will use commercially reasonable efforts to maintain availability of the 120Water Platform for Customer’s use 24x7, except in the event of any of the following, during which the 120Water Platform may be partially or totally unavailable:
 - A. **“Scheduled Maintenance”:** Scheduled maintenance, which includes updates and other routine maintenance, will be conducted between 7 p.m. – 2 a.m. (Eastern US Time) weekdays, weekends and/or holidays. However, maintenance may also occur at any other time as is necessary to provide top tier service to 120Water’s customers. 120Water may change planned maintenance windows at its sole discretion and will notify Customer of any such changes that affect previously notified plans, provided such maintenance is done during low-volume times. 120Water will use commercially reasonable efforts to provide Customer with at least 24 hours’ prior notice if Scheduled Maintenance downtime will occur at such other time.
 - B. **“Unscheduled Maintenance”:** Maintenance not previously planned which is needed to resolve issues that are critical for customers and/or performance of the 120Water Platform. 120Water will notify Customers when possible via email prior to the unscheduled maintenance. When and where practicable, 120Water will try to conduct unscheduled maintenance between 9:00 p.m. and 2:00 a.m. (Eastern US Time).
 - C. Force Majeure Events (as defined in the Agreement).
 - D. Unauthorized use or misuse of the 120Water Platform by Customer or anyone using any of Customer’s authorized user’s login credentials.
2. **“Availability Goal”:** 120Water will use commercially reasonable efforts to make the 120Water Platform available 99.5% of the time, measured on an average monthly basis, exclusive of the following:
 - A. The events set forth in Section 1.A-1.D. of this SLA;
 - B. Any outage lasting less than 5 minutes;
 - C. Any outage 120Water determines to be a result of Customer’s breach of the Agreement or other acts or omissions of Customer;

- D. Force Majeure Events, provided that 120Water timely implements its disaster recovery plan; and,
 - E. Any outage determined to be a result of a failure of outside services or equipment not within the control of 120Water, including Customer's hardware and software.
3. Technical Support. 120Water provides technical support 24/7 by email to support@120water.com, and by telephone at 800-674-7961.
 4. Response Time. 120Water endeavors to respond to support requests within 2 hours.



120Water

PO Box 604
Zionsville, IN 46077
www.120water.com

Quote 4/11/2023

ORDER FORM

Customer Information

Customer Name: Glenpool, OK
Contract Term: 12 months
Contract Start Date: 5/5/2023
Order Form Valid Until: Contract Signature

Billing Information

Billing Contact: Jesse Hale
Street Address:
City: **State:** **Zip Code:**
Email: jhale@cityofglenpool.com

SKU	Products & Services	Qty
S-PWS-P01	120Water Platform: Pro Edition	1
SVC-RS-PE-01	Program Consulting Assist	3 Blocks
COMMS-LTR-LOB-FC	Letters	300
Annual Subscription Cost		\$15,356

SKU	Products & Services	Qty
LSC-WST-LC-01	1 Bottle Lead & Copper Test	40
K-WTK-COMK-01	1 Bottle 1L Kit	40
SVC-OS-IMP	Implementation	1
One Time Cost		\$4,344

Billing and Payment Terms:

Fees are billed annually on the Start Date above and are due net 30 days from the invoice date.



Additional Notes:

120Water will commence implementation on or before {insert 5 business days from signature}

This Order Form, together with the Master Services Agreement available at <https://120water.com/master-services-agreement/> (the "**MSA**"), shall become a legally binding contract upon the earlier of (a) the date both parties execute the Order Form or (b) the date Customer initially began using the Services. Any capitalized word not otherwise defined in this Order Form shall have the same meaning as set forth in the MSA.

120Water may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their end of the Term.

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their duly authorized representatives.

Customer:		120Water	
Signature		Signature	
Name:		Name:	
Title:		Title:	
Date:		Date:	