NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
SPECIAL MEETING

A Special Session of the Glenpool Utility Service Authority will be held at 6:00 p.m. immediately following the Glenpool City Council Meeting on, August 19, 2024, 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 special meeting at the City Council Chambers, 12205 S. Yukon Ave, Glenpool, Oklahoma. Members of the public are invited to attend the in-person meeting.

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.**

AGENDA

Page

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

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

C) **Public Comments**

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

1) Approval of the minutes from the August 5, 2024, meeting. 3 - 4

GUSA - 05 Aug 2024 - Minutes - Pdf

2) Approve the ODEQ grant award in the amount of $39,643.66 with City match $9,910.91 and enter into a contract for reimbursement for the purchase of a woodchipper. 5 - 21

Staff Report - Approval to accept reimbursement grant from ODEQ to purchase woodchipper

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

F) **Scheduled Business**

1) Discussion and possible action to approve, modify or deny purchasing equipment and services to rehab the entire SCADA system consisting of 14 lift stations, 2 water tanks, and 1 pump station from eLynx for $91,352.97.00 using the 02-6-18-6278 Sewer Improvement account. 22 - 28
(Jesse Hale, Public Works Director)

2024-08-19 PW Purchase - SCADA Rehab with attachments

2) Discussion and possible action to approve, modify or deny the Development Agreement between the City of Glenpool and the Glenpool Utility Services Authority to jointly finance and construct the Glenpool Wastewater Treatment Plant. 29 - 32
(David Agbetunsin, City Engineer)
Staff Report - Sewer Project.Development Agreement

G) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on August 15, 2024, at 5:30pm.

Signed: Lesli Smith
Clerk

City Of Glenpool
Creating Opportunity

MINUTES
GUSA Meeting
Monday, August 5, 2024 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
Joe Wuest
Lea Ann Reed
Lesli Smith

STAFF ABSENT:

A) Call to Order - Joyce G. Calvert, Chair
Chair Calvert called the meeting to order at 6:21 p.m.

B) Roll Call, Declaration of Quorum – Lesli Smith, Secretary; Joyce G. Calvert, Chair
Lesli Smith called the roll, Chair Calvert declared a quorum present.
Eric Wade Attorney, of Rosenstein, Fist & Ringold was also in attendance.

C) Management Report
There were no additional City Manager comments.

D) Trustee Comments
There were no Trustee comments.

E) Public Comments
There were no public comments.

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

1) Approval of the minutes from the July 1, 2024, meeting.

2) Approve the purchase of one 2024 Chevy Silverado 1500 and one 2024 Chevy Silverado 5500 from Mark Allen Chevrolet for a total price of $109,747 from account number 02-6-16- 6350.

3) Accept the OMAG grant award in the amount of $5,000.00 for the purchase of a trench kit.

4) Approve Resolution 2024002GUSA, a resolution of the Glenpool Utility Services Authority, a public trust created pursuant to Title 60 of the Oklahoma statutes, setting purchasing authority for the trust.

5) Approval of Budget Amendment GUSA-05 for FY23-24, increasing the ARPA Fund revenue budget for Interest Income, and increasing the ARPA Fund FY23-24 expenditure budget for Contract Serices during FY23-24.

Moved by Brandon Kearns, seconded by Chris Brobst

To approve the consent agenda.

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

CARRIED.

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

No items removed from the consent agenda.

H) Scheduled Business

There were no items on scheduled business.

I) Adjournment

The meeting was adjourned at 6:22 p.m.

City Of
Glenpool
Creating Opportunity

To: Honorable Mayor and City Council

From: Beth Miller, Grants – Special Projects Coordinator

Date: August 19th, 2024

Re: Approval to accept to the Oklahoma Department of Environmental Quality program for the Equipment Grant to purchase a woodchipper.

Background:

Staff is proposing to accept an approved grant from the Oklahoma Department of Environmental Quality and to enter into contract for reimbursement. This grant is an 80% reimbursement grant with requested funds of $39,643.66. Total cost of the machine is $49,554.57 and city match is $9,910.91. This will be purchased out of the Capital Expenses Account 02-6-16-6333.

Please find attached the Equipment Reimbursement Contract from the Oklahoma Department of Commerce, the grant application, and the equipment price quote.

The proposed project involves purchasing a woodchipper for the Public Works Department. This will allow them to use the woodchipper to remove overgrown right of ways, reduce the need to hire contractors to cut down and remove trees, begin the cleanup of the city brush pile, and recycle the wood chips for pathways and trails.

Staff Recommendations:

Staff recommends accepting the Equipment Grant and entering into contract for reimbursement through the Department of Environmental Quality for the purchase of a woodchipper using the Capital Expense Account 02-6-16-6333.

Attachments:

- Reimbursement Contract
- Grant Application
- Equipment Price Quote

REIMBURSEMENT CONTRACT

This Contract made for the reimbursement of the purchase of one woodchipper to manage solid waste in support of administering the Oklahoma Solid Waste Management Act by and between the State of Oklahoma, ex.rel. The Department of Environmental Quality hereinafter referred to as "Department" and/or DEQ and City of Glenpool hereinafter referred to as "Contractor". In consideration of the provisions set forth herein; the parties mutually agree to the following provisions and any Addenda attached hereto and incorporated herein; Therefore, in consideration of the foregoing and the mutual Contracts set forth, Contractor and Department agree as follows:

I. STATUTORY AUTHORITY AND EFFECTIVE DATES OF CONTRACT

i. This contract is authorized pursuant to and in accordance with the provisions of Title 74 O.S. §581 and/or Title 74 O.S. §1001 through §1008; and 27A O.S. § 1-3-101 and 27A O.S. § 2-10-202, 27A O.S. §§ 2-3-201, 2-3-202 and 27A O.S. § 2-10-802(C);

ii. DEQ hereby agrees to grant the Contractor funding for reimbursement of expenses related to completion of the project as agreed by both parties, as further described by the scope of work and budget in Attachment A.

iii. In consideration of Contractor's completion of the work described, DEQ shall reimburse Contractor for eligible costs not otherwise reimbursed by another funding source. DEQ will reimburse 80% of the cost of equipment specified in Attachment A, or similar equipment; however, the maximum value of this Agreement shall not exceed $40,506.00. No overage will be paid.

The Contract shall be in effect for the period from the date the contract is signed by both parties, or the day an executed Purchase Order has been issued, whichever is later through June 30, 2025.

II. REQUIREMENTS FOR DEQ FUNDS:

i. If equipment purchases are included as part of the project scope it shall be listed along with the work description of the project on Attachment A.

ii. Records shall be maintained and accounts, including property, personnel and financial records that properly document and account for all contract funds in conformance with Generally Accepted Accounting Principles (GAAP), which can be found here if needed: https://asc.fasb.org/. Effective control and accountability is maintained for all funds, property and other assets.

iii. Equipment means tangible, non-expendable, personal property having useful life of more than one (1) year and an acquisition cost of $5,000 or more per unit.

iv. Contractor is responsible for properly maintaining equipment and for obtaining all necessary permits associated with use.

v. Contractor certifies that equipment proposed for administering this Contract is not already on hand and is required for the operation of the Contract. Equipment acquired with DEQ funds must be used in the program or project for which it was acquired.

vi. Contractor must maintain records of property acquired with DEQ funds from the date of acquisition through final disposition. A control system must be developed to ensure adequate safeguards against loss, damage, or theft, adequate property records must be maintained, and a physical inventory must be completed at least once every two years.

vii. Contractor may use, manage, and dispose of equipment purchased in accordance with State laws and procedures. Equipment purchased with DEQ funds may not be offered as collateral in any transactions or sold within three (3) years from the date of purchase unless otherwise agreed by DEQ.

viii. In consideration of the mutual covenants, Contracts, terms, conditions and provisions hereof, the Parties agree as follows:

III. COMPLIANCE

i. Contractor agrees to possess and demonstrate compliance with all licenses, certifications, and permits that are required to lawfully perform the duties under this contract, including but not limited to Department Certification. Loss of required certification, permit, or license by the Contractor shall automatically terminate this contract.

ii. DEQ reserves the right to request copies of licensure at any time and Contractor agrees to provide proof of licensure.

iii. The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, including any regulations and rules promulgated by any governmental authorities which are applicable to the Contract.

iv. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by Department.

v. The Contract agrees to comply with the State of Oklahoma Contractor Registration Requirements. Requirements and Registration is available at: https://www.ok.gov/DCS/Central_Purchasing/Contractor_Registration/index.html

vi. The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at https://www.uscis.gov/e-verify.

vii. Termination of Contract shall be based on:

a. TERMINATION FOR CAUSE: The Contractor may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the Contractor. The State may terminate the Contract immediately, without a 30-day written notice to the Contractor, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

b. TERMINATION FOR CONVENIENCE: The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the Contractor a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The

Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the Contractor.

IV. COMPENSATION AND APPROPRIATIONS

i. COMPENSATION: In consideration of the faithful performance by the Contractor of the services identified in the Statement of Work and in conformity with the administrative procedures set forth herein, the Department agrees to compensate Contractor an amount not to exceed Forty Thousand Five-Hundred Six Dollars | $40,506.00 unless amended in writing and approved by Contractor and Department. Compensation may be less than that requested in Contractor's application.

ii. INVOICES AND PAYMENTS Invoices shall be submitted monthly along with monthly progress reports. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered, or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received. State Acquisitions are exempt from sales taxes and federal excise taxes. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

iii. TAX EXEMPTION: State agency acquisitions are exempt from sales taxes and federal excise taxes. Contractors shall not include these taxes in price quotes.

iv. APPROPRIATIONS: The terms of any Contract resulting from any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year Contracts. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding This contract is made subject to the availability of State and/or Federal funds and if such funds become unavailable during the term of this contract, then this Contract may be immediately reduced or terminated by the Department.

V. GENERAL PROVISIONS

i. PROVISIONS BINDING: The provisions of this Contract shall be binding on and ensure to the benefit of the Department and the Contractor and their respective successors and permitted assigns.

ii. ASSIGNMENT AND SUBCONTRACTING: This Contract may not be assigned without written approval from the Department. If approved, the assignment is subject to the terms of this contract or grantor agency; and, if the source of funding is federal, subcontractor is also subject to sub-recipient terms and conditions of that funding. The Contractor shall not engage in any subcontract to provide the services herein without prior written approval of the Department. If approved, the Contractor shall be liable for any act of the subcontractor, including any act that constitutes a breach of this contract. An approved subcontractor shall be subject to the terms of this contract or grantor agency. Any subcontracts shall be terminated if a conflict of interest arises between the subcontractor and the Department.

iii. FORCE MAJEURE: Performance may be suspended by either party in case of an Act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, labor, or transportation, accident, national defense requirement, or any cause beyond the control of such party, which prevents the performance of such party. In the event of any of the aforementioned circumstance, Contractor shall be obligated to provide for and Department to pay for only such services as are actually rendered.

iv. AFFIRMATION OF STATE EMPLOYMENT: Contractor, by execution of this Contract, acknowledges and affirms that he/she (1) is not a current employee of the Department, an agency of the State of Oklahoma and (2) has not been an employee of the Department, an agency of the State of Oklahoma within the twelve (12) months next preceding the effective date of this Contract.

v. INDEPENDENT CONTRACTOR: In the performance of all services rendered under this Contract, Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the parties, and accordingly shall not be eligible for rights or benefits accruing to state employees.

vi. AUDIT AND RECORDS CLAUSE: As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form. In accepting any contract with the State, the contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to the execution of the resultant contract. The contractor is required to retain all records and supporting documentation relative to this contract for the duration of the contract term and a period of seven years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for seven years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later. Contractor agrees the review of all records as they relate to the performance of professional services are to be subject to examination by the Department, the State Auditor and Inspector and the State Purchasing Director.

vii. NO GRANT OF AUTHORITY: Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the Department, and Contractor agrees not to assume or incur any such liability or obligation without the prior express written consent of the Department.

viii. NO OTHER CONTRACT: Contractor certifies and warrants that it has entered into no other Contract that would prevent performance of the services agreed to herein on the terms and conditions stated. Contractor further certifies and warrants that no such Contract will be entered into during the pendency of this Contract.

ix. ENTIRE CONTRACT: This Contract, along with any quotes, the purchase order, change orders if applicable, amendments if applicable, and other attachments or supporting documentation constitutes the entire Contract and understanding between the parties with respect to the matters contained herein and supersedes all other Contracts between and representations by the parties with respect to such matters.

x. AMENDMENT AND MODIFICATION: No oral statement of any person shall modify or otherwise affect the terms, conditions, or contract stated in the solicitation. All amendments to the solicitation shall be made in writing by the Agency. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the Contractor. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Agency in writing, or made unilaterally by the Contractor, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or contract stated in the resultant Contract.

xi. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants: A.) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency; B.) Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; C.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local); D.) Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.

xii. NOTICES: Any notice hereunder to be given by either party to the other shall be in writing and shall be effective when received.

xiii. NO WAIVER: Waiver by the Department of any breach of any provision of this Contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

xiv. SEVERABILITY: The Contracts and covenants contained herein are severable, and in the event any of them shall be held to be invalid by a court of competent jurisdiction, this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.

xv. CHOICE OF LAW: Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

xvi. CHOICE OF VENUE: Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

xvii. INDEMNIFICATION: The Contractor shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice if appliable, and general liability insurance of no less than $1,000,000.00 to adequately compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents, employees or the like. Contractor may not cancel or transfer the policy without giving the State thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the contract and provide the State with evidence of such insurance and renewals upon request. Notice of Self Insurance can also constitute policies and shall be provided for proof at the beginning of any renewal. Contractor shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Contractor or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Contractor further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Contractor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee. The Policy Certificate Holder shall be listed as State of Oklahoma Department of Environmental Quality 707 N. Robinson | Post Office Box 1677 Oklahoma City, Oklahoma 73101-1677 on all insurance certificates.

xviii. DELIVERY: F.O.B. DESTINATION: Delivery, Inspection and Acceptance: Unless otherwise specified in the contract documents, all deliveries shall be F.O.B. Destination. The Contractor(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until accepted by the receiving agency. The Contractor(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. Contractor(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Agency.

xix. COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007: The Contractor certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

xx. COMPLIANCE WITH APPLICABLE LAWS: The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

xxi. MONITORING AND FINANCIAL COMPLIANCE REVIEW: DEQ, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under this Contract and financial transactions related thereto. Such inspections, investigations or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation or evaluation is conducted by DEQ, Contractor shall provide all reasonable assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance of the services. DEQ shall have access to and the authority to examine and copy all records related to this Contract and the services to be provided under it at any time during the period such records are required to be maintained or retained by the Contractor. DEQ will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

xxii. UNALLOWABLE COSTS: In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended DEQ funds on unallowable costs on this or any previous Contract, Contractor shall reimburse DEQ in full for all such costs on demand. DEQ may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

xxiii. APPEAL: In the event any audit resolution, review, monitoring, or oversight results in the determination that DEQ has overpaid the Contractor for this or any previous Contract, Contractor has a right to file a written appeal to the DEQ Executive Director. DEQ will consider the appeal before final action or reimbursement is sought by DEQ. Payments under the Contract will continue while the appeal is pending unless the Contract is otherwise terminated.

xxiv. **Proper Invoice:** An invoice is considered proper if sent to the proper recipient and goods or services have been received. Contractor shall invoice DEQ monthly for the costs specified within the contract and/or purchase orders. The proper recipient of invoices is DEQ Accounts Payable. Invoices shall be sent to: Oklahoma Department of Environmental Quality Attention: Accounts Payable P.O. Box 1677 Oklahoma City, Oklahoma 73101-1677 or mailto: AccountsPayable@deq.ok.gov . Failure to comply may result in late payments. Invoices shall contain the purchase order number, a description of the products delivered or services provided, the dates of such delivery or provision of services, and the Contractor's Federal Employer Identification number.

xxv. **Unauthorized Obligation:** At no time during the performance of this contract shall the vendor have the authority to obligate DEQ for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the awarded contract for this project, vendor shall cease the project and contact the DEQ contract administrator for approval prior to proceeding. All work performed without an Executed Notice to Proceed and Purchase Order is an Unauthorized Obligation in which the agency will not be liable for.

In witness whereof, this Contract, consisting of sixteen (16) pages has been executed and delivered effective as of the date first above written.

Electronic Signature page will replace this page if applicable

City of Glenpool	State of Oklahoma
City of Glenpool **12205 S. Yukon Ave.** **Glenpool, Oklahoma 74033**	**State of Oklahoma** **Oklahoma Department of Environmental Quality** **707 N. Robinson, P.O. Box 1677, Oklahoma City, Oklahoma, 73101-1677**
Signature of Authorized Representative	Signature of Authorized Representative
David Tillotson	
Printed Name of Authorized Representative	Printed Name of Authorized Representative
City Manager	
Title of Authorized Representative	Title of Authorized Representative

Attachment A

Community Based Environmental Protection Projects
Oklahoma Department of Environmental Quality
Request to Enter Contract for Reimbursement
Equipment Grant Application FY25

The Oklahoma Department of Environmental Quality (DEQ) has the jurisdictional area of environmental responsibility over the prevention, control and abatement of pollution caused by solid waste which presents a threat to human health or the environment, under provisions of 27A O.S. § 1-3-101 and 27A O.S. § 2-10-202; and

The Executive Director of DEQ is authorized under the provisions of 27A O.S. §§ 2-3-201 and 2-3-202 to enter into contracts for the purpose of carrying out any of the purposes, objectives or provisions of the Environmental Quality Code, Title 27A of the Oklahoma Statutes, for which DEQ has jurisdiction.

DEQ is authorized under the provisions of 27A O.S. § 2-10-802(C) to expend funds and enter into contracts with units of local government and political subdivisions of this State for purposes of administering the Oklahoma Solid Waste Management Act.

DEQ does not reimburse for buildings, vehicles, laptops, or drones.

Grant money is not guaranteed. Funding is limited. DEQ's ability to fund requests to local governments is entirely dependent on the amount of money available to DEQ to issue grants.

Basic Information:

- Grants are provided on a reimbursement basis.
- **Grantees must enter into a formal Agreement with DEQ as vendors. Until a fully executed Agreement and Purchase Order are issued, no funds are available. Funds spent prior to a formal Agreement and Purchase Order are not reimbursable.**
- All awarded funding must be spent in the fiscal year granted.
- Agreements expire June 30, 2025.
- Final invoices are due by August 31, 2025. Invoices submitted after August 2025 may not be reimbursed.

Process for Receiving Funds

1. Submit application.
2. DEQ reviews application. Discussion between DEQ and applicant may occur at this time. Applicant sends revised Scope of Work and Budget to DEQ, if necessary.
3. DEQ writes formal Agreement and sends through state's procurement process for approval.
4. DEQ sends applicant a formal Agreement to sign and return, electronically.
5. DEQ signs, then sends an electronic copy of the fully executed Agreement and Purchase Order to applicant.
6. Applicant may now begin to spend funds intended for reimbursement. **Funds spent prior to a fully executed Agreement and Purchase Order (between steps 1-5) are not reimbursable.**
7. Applicant sends invoices and monthly reports to DEQ.
8. DEQ Reimburses invoices within 45 days.

For more information and application deadlines, visit the DEQ website at https://www.deq.ok.gov/land-protection-division/waste-management/solid-waste/funding-opportunities-for-community-based-environmental-protection-projects/.

Application Submittal Instructions

Return by e-mail to SWGrants@deq.ok.gov with the subject line,
"[Organization] FY25 [grant type] Grant Application DEQ"
e.g., Oklahoma County FY25 Equipment Grant Application DEQ

Or send a hard copy to:
Oklahoma Department of Environmental Quality
Attn: Libby McCaskill, Land Protection Division
P.O. Box 1677
Oklahoma City, OK 73101-1677
Phone: 405-702-5100
Fax: 405-702-5101

Equipment Grant

These grants are for purchasing solid waste management equipment valued between $5,000 and $50,000. Examples include brush chippers, recycling equipment such as balers, HHW facility equipment, and composting equipment. These are typically one-time purchases. Storage and maintenance plans must be included with the application. Equipment means tangible, non-expendable property having useful life of more than one (1) year and an acquisition cost between $5,000 and $50,000 per unit. Equipment purchased with DEQ funds may not be offered as collateral in any transactions or sold within three (3) years from the date of purchase unless otherwise agreed by DEQ. Grant Recipients are required to submit appropriate invoicing and to provide monthly photos and metrics.

NEW: DEQ will reimburse 80% of equipment costing $5,000-$50,000.

Equipment Grant Application FY25

The following information must be provided before a contract for reimbursement will be considered. Scoring will be based on the following categories: environmental improvement, collaboration, storage and maintenance plans, sustainability, feasibility, scope of work, budget, quality of proposal, and past performance, if applicable. This form has been prepared to be applicable to a wide range of projects and as a result some of the questions may not seem directly applicable to what you propose. Please answer the questions to the best of your ability based on the information you have.

1. Date:

01/02/2023

2. Legal Name of organization that reimbursements will be issued to: **City of Glenpool**

3. Equipment being requested:	Woodchipper
4. Total Cost of Equipment:	$49,554.57

5. Dollar Amount being Requested: $39,643.66 (match)

6. Contact information for organization

Name/Title:	Elizabeth Miller – Grants/Special Projects Coordinator
Phone Number:	918-209-4646
E-mail Address:	emiller@cityofglenpool.com

7. Signatory Authority for organization with legal authority to sign contract with DEQ:

Name/Title:	David Tillotson – City Manager
Phone Number:	918-209-4645
E-mail Address:	dtillotson@cityofglenpool.com

8. Addresses

The contract will be sent here for signature (name and e-mail):	David Tillotson – dtillotson@cityofglenpool.com
Reimbursements will go to this mailing address:	12205 S. Yukon Ave. Glenpool, OK 74033

9. Project Description. Answer each question in the answer box to the right.

General Information

Questions	Answers
a. Please attach specifications and cost estimates for the requested equipment.	*See attached (BC1000XL 74 HP Woodchipper $49,554.57)

Environmental Improvement

Questions	Answers
b. Describe the program that this equipment will be used for:	The City of Glenpool does not currently have a woodchipper. This grant will help the city secure one and begin repurposing waste wood for parks, trails, and a future community garden. This will also aid in helping overgrowth cleanup of some right of ways and reduce the need for the City to hire contractors for cutting down and removal of trees. The city sees this as an additional opportunity to improve the overall quality of life for Glenpool citizens while also benefiting the environment.
c. Who will be served by this program (municipalities, county, region, estimate population)?	The City of Glenpool will use the woodchipper and the benefits will impact Glenpool (population 14,040).
d. What type of solid waste will be managed with this equipment?	Trees/brush
e. How is this waste currently managed?	Stacked in piles on city property to later be chipped by contractors.

f. How will the equipment improve the management of this waste?	We currently have a large brush pile that we open to the public to dump tree limbs and brush in times of storms or to remove excess from the city. This pile fills up fast and it can be tough to keep it manageable. When burn bans are issued, we cannot deplete the pile fast enough without having staff haul it to another location, which is an arduous process. With an industrial woodchipper, staff can repurpose limbs and brush for other projects in the city and help to manage the pile and allow more access to citizens to dump brush.
g. What is the environmental benefit of purchasing this equipment? (e.g., waste reduction, resource conservation, pollution prevention, litter abatement, education)?	A woodchipper will help us provide a positive environmental impact through various ways, most notably through waste reduction and resource conservation. We are creating trails in Glenpool for citizens to use to boost quality of life. We would actively utilize the woodchipper to repurpose waste wood and use wood chips along the trail. The City of Glenpool does not currently have a way to do this. We also plan to utilize wood chips to mulch community parks and in a community garden that is currently under development.

Cost

Questions	Answers
h. Are you partnering with anyone else to purchase this equipment? To make more efficient use of limited funding, DEQ will prioritize applications that propose partnerships and collaboration.	No
i. Have you received a previous grant from the DEQ? If so, what years, what dollar amounts did you receive, and how much of that funding did you spend?	No

Logistics

Questions	Answers
j. Describe your maintenance plans.	Per manufacturer
k. Describe your storage plans.	Unit will be housed indoors at the Public Works Shop building.
l. If replacing existing equipment, what will you do with the old equipment?	N/A

Sustainability

Questions	Answers
m. What metrics will you track monthly to demonstrate Return on Investment (ROI)?	We will create a spreadsheet and continually update it when wood chips are used in various ways through Glenpool. This will include an estimated weight of chips used in various projects. Tracking this metric will help the city demonstrate the ROI of a new woodchipper as less tax dollars would be utilized in buying new wood chips/mulch.
n. Describe your reuse plan for the material you will be managing, if applicable. (i.e., if you are requesting a chipper, how will you beneficially reuse the wood chips: free to citizens, mulching community parks/gardens, etc.?)	The city does not have a woodchipper. This grant will enable Glenpool to repurpose waste wood for city parks, trails, and gardens. Any excess not used by the city will be made available to the public at no cost.

Other

o. How did you hear about DEQ's Solid Waste Management Grant Program?	Email from a City of Glenpool Employee

Additional Information

Question	Answer
p. Is there any other information that you would like to share?	The addition of this machine will reduce our need for the large green waste dump that currently resides in a flood plain. Additionally, the availability of the "waste' product to be used by and in the city is a great environmental use for the end product (the wood chips). The alternative is to burn our green waste, that eliminates the potential use to be utilized in multiple places to enhance the quality of life for Glenpool residents.

Vermeer Great Plains
An Employee Owned Company

Olathe, KS	Goddard, KS	Brookline, MO	Oklahoma City, OK	Catoosa, OK
(913) 782-3655	(316) 794-3500	(417) 886-3500	(405) 478-2900	(918) 266-3300

Ship To: IN STORE PICKUP

Invoice To: CITY OF GLENPOOL
12205 SOUTH YUKON AVE
GLENPOOL OK 74033

Branch			
05 - CATOOSA			
Date: 12/27/2023	Time: 9:57:31 (O)		Page: 1
Account No.: CITYO009	Phone No.: 9189026153		Estimate No.: 001882
Ship Via:		Purchase Order: .	
Tax ID No.:			
		Salesperson: SB2	

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description	** Q U O T E ** EXPIRY DATE: 01/31/2024	Amount
New VERMEER BC1000XL BC1000XL 74HP DOM. VALUE PACK.- TIER 4 Hours: 0		49554.57
	Subtotal:	49554.57
Authorization: ______________________	Quote Total:	49554.57

****

VERMEER CONTRACT NUMBER:031721-VRM
VERMEER SELL PRICE: $57932.00
LESS STATE WIDE CONTRACT DISCOUNT: $8377.43
NEW SELL TOTAL: $49554.57
CITY OF GLENPOOL SOURCEWELL NUMBER-109713

****

THANK YOU FOR THIS OPPORTUNITY.
PLEASE CONTACT ME WITH ANY QUESTIONS.
STEVEN BILLUPS 918.760.0776
STEVEN.BILLUPS@VERMEERGP.COM

City Of Glenpool
Creating Opportunity

To: Honorable Chairman and Trustees, Glenpool Utility Service Authority

From: Jesse Hale, Public Works Director

Subject: Rehabilitation of Distribution SCADA System

For the last 2+ years, we have struggled with our SCADA system. We've had constant loss of signal, inputs and alarms incorrectly annunciating, lack of visibility, and no ability to trend more than 7 days of time. Our current provider doesn't seem to want to provide any real solutions and the equipment that we have in the field isn't widely available and is hard to find anyone to work on it.

In SCADA systems there are three crucial components: the field devices, the controller, and the interface. Our field devices (sensors and actuators) won't change as a part of this process. The controllers and interface will. The controllers sit at each location to make the real-time decisions, and the interface allows for humans to look into the system and see what is going on. Currently our controllers are hard to work on, hard to source, and our interface is lacking quality communications and trending capabilities.

After soliciting some vendors to provide us with a solution, eLynx out of Tulsa has presented system that is reasonable and will clear the issues that we are having.

This proposed SCADA system does not need to interface with the new wastewater plant but could easily do so if needed. Additionally, the new wastewater plant would not benefit from this type of system as it is meant for the low datapoint density of a distribution station and not the high datapoint density of a wastewater plant. In contrast to the UHF radio system of our current SCADA system, this proposed system utilizes cellular connectivity. The sim cards used in this system will search multiple carriers to find the best signal. Each of the 17 sites will have its own sim card and an annual fee associated with it.

Three sites from the current system will remain on the old system as they will be replaced with the new wastewater plant SCADA system.

Currently, we have funds remaining in sewer improvements fund 02-6-18-6278 that were allocated for this project.

Recommendation: Staff recommends purchasing equipment and services to rehab the entire SCADA system consisting of 14 lift stations, 2 water tanks, and 1 pump station from eLynx for $91,352.97.00 using the 02-6-18-6278 Sewer Improvement account.

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

Attached:
Quote from eLynx
Quote from Edwards Equipment

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

City of Glenpool (OK) – SCADA Services

Submitted July 24, 2024

*(*Proposal valid for 30 days excluding hardware pricing which is subject to change due to global supply shortage.*)*

Project Summary - The City of Glenpool is interested in upgrading existing SCADA infrastructure at 15 sites with new hardware and eLynx SCADA services. The 15 sites are made up of 14 lift stations and 1 Booster pump station. This upgrade will give the district remote visibility to these assets via the eLynx cloud application. They will be able to create alarm setpoints on any tag being brought back into the eLynx platform from each site. eLynx will also install single input kits at 2 tower sites to remotely bring back a liquid level. There will be a total of 17 sites coming back into the eLynx platform.

SCADA Service includes:

Unlimited Users • Unlimited Tags per Asset • Automated Asset Grouping • Mobile App • Field Data Capture • Voice-to-Text Field Notes • Scheduled Reports • Disaster Recovery• *5 min data updates*

Single Input Kit Service Includes:

Unlimited Users • Mobile App • Field Data Capture • Voice-to-Text Field Notes • Scheduled Reports • Disaster Recovery• 15 min data updates • Alarming

*Up to 200 texts per asset per month, at no charge, pooled across all your assets.
eLynx will charge $.01 per text message per month for any overages. Phone callout is available at an additional charge

Hardware and Installation

- eLynx Field Hardware (refer to detailed estimates)
    - eLynx hardware estimate total (1 Pump Station and 14 Lift Stations) = $27,800.18
    - eLynx installation estimate total = $20,000
    - Project Contingency estimate total = $11,098.83
    - Single Input Kit estimate total (Towers) = $6,998 (2 @ $3,499 ea.)
    - Material Handling Fees = $695.96
    - Technician mileage, travel, lodging, and meals for estimated 2-week install not to exceed $5,000

The estimated Total Hardware Cost & Install from eLynx = $71,592.97

SCADA Services Term: 60-Month Agreement (SCADA & Communications Fees Paid Annually)

One-Time Fees

Setup & Implementation	Total
- eLynx will set up customer website, users, monitoring points, map of points, alarms, alarm notifications, graphs, and Mobile Application. - eLynx will provide user training remotely via Microsoft Teams. If your team prefers in-person training, that can be arranged, but does incur an additional charge.	$5,000
Total One-Time New Customer Setup Fee	**$5,000**

SCADA Service Fee

SCADA Service – Annual Payment	Qty	$ Per Asset	Monthly Total
SCADA per Asset (5 min data updates)	15	$50	$750
		SCADA Services* (Annual)	**$9,000**

** SCADA Services do not include any communications airtime.*

Communications Airtime

Communications airtime can be added, modified as needed.

Data Plan *(rates applicable while utilizing eLynx rate plans)*	Qty	$ Per Modem	Monthly Total
25MB	15	$ 32	$480
		Communications Services (Annual)	**$5,760**

Term and Payment Summary for SCADA Services

TERM: 60-Month Agreement (Paid Annually)

Estimated Total Hardware Cost & Install from eLynx* - $60,494.14
** Includes a "Not to exceed" price of $5,000 to cover technician mileage, travel, lodging, and meals for estimated 2 week install.*

Project Hardware & Installation Contingency Fee* ***- $11,098.83***
** Included in the estimated project cost to cover any unforeseen expenses or changes in scope that may arise during the installation process. Allows eLynx and the customer to mitigate risks and ensure that the project can be completed within budget even if unexpected issues occur. Fee will only be invoiced if needed.*

Annual SCADA Service & Monitoring Fees* - $14,760
Make an annual payment for eLynx to provide SCADA services to 15 sites.
*-includes SCADA services, communications airtime

One-time New Customer Fees* - $5,000
*Includes Set Up, implementation, and training

Estimated Initial Project Cost & 1st Year of Annual SCADA Services & Communications Fees: $91,352.97

**Note* – Additional assets can be added during the term of the existing contract. Any new assets will be billed at the same price point and those assets will be pro-rated to make the end term date consistent across all assets.

**Note* - eLynx will submit invoices for payment as follows: hardware will be invoiced upon ordering; monitoring/communication fees will be invoiced once the first device is setup and communicating; and field services (labor, travel time, mileage, and expenses) will be invoiced as they are completed.

**Note* – eLynx field technicians are not licensed electricians. However, we have the knowledge and experience in electrical systems and related services in installing SCADA packages. If the customer would like a licensed electrician to be present at project installation, the customer will need to source a licensed electrician of their choice and will be at the expense of the customer.

Next Steps

If this proposal is acceptable to you, sign below. eLynx will provide a service agreement for your review and signature.

____
Customer Signature

____
Customer Name

____
Customer Title

EDWARDS EQUIPMENT

City Of Glenpool
Creating Opportunity

April 30th, 2024

Jesse Hale
City of Glenpool Oklahoma
Water System SCADA
Cell: 918-807-8851

Mr. Hale,

These quotes are based on our meetings on site and conversations followed by phone calls and emails about the project.

Hardware:

- Click Plus PLC with two add on cards for discrete and analog input/output as required per station.
- CM5 4.3" HMI touch screen
- IR302 Cellular gateway (no sim card)
- Exterior antenna upgrade to replace RF antenna (as needed)
- 24vdc power supply
- 24vdc battery backup

Software:

- Phone and computer application to view status of inputs and outputs with datalogs. App can be modified per customer specifications (ie graph display).
- Labor:
- Replace current PLC and RTU with new units, program and test all I/O, verify cellular service, upgrade antenna where necessary and design phone/computer SCADA and install.
- Note:
- SIM cards for cellular gateways are not included in this quote. This is the basic equipment changeover and upgrade only. Additional services can be added as needed.
- A trade in value of $200 for each swapped PLC is included.
- We currently have 14 used cellular gateways that can be used at half the cost of new for a savings of $1700.

The project scope is to replace one site at a time and test functionality prior to starting on another site.

A test system is available to be installed in parallel to the existing system at no cost for evaluation purposes.

Total per site Labor and Materials = $3,975.00

Sincerely,
Edwards Equipment LLC
David Sadler
Project Manager Electrical Construction

To: Mayor, Council, GUSA Chair and Trustees

From: David Tillotson, City Manager

Date: August 15, 2024

Re: Development Agreement

Background:

As part of the preparation to solicit bids fo the construction of the sewer project staff has been discussing a few issues with our legal team. First, the project will be mixing ARPA funds designated for the City with ARPA and OWRB funds designated for GUSA. Second, by law GUSA contractors cannot purchase materials tax exempt, while City contractors can. To address these two issues, our legal counsel has prepared the attached development agreement that makes both the City and GUSA jointly responsible for bidding and construction of this project. This agreement will remove any doubt about GUSA's ability to utilize the ARPA funds sent directly to the City, but more importantly, it will save us a significant amount of money for sales and use taxes by contracting through the City for the construction of the plant.

Staff Recommendation:

Staff recommends approval of the Development Agreement between the City and the Glenpool Utility Services Authority.

Attachments:

- Development Agreement

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

www.glenpoolonline.com

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made and entered into as of the ____ day of August, 2024, by and between the **CITY OF GLENPOOL, OKLAHOMA** ("City") and **GLENPOOL UTILITY SERVICE AUTHORITY** ("Authority").

RECITALS:

WHEREAS, the City is an Oklahoma municipal corporation; and

WHEREAS, the Authority is an Oklahoma public trust organized under the provisions of OKLA. STAT. tit. 60, §§ 176 et seq. for the sole benefit of the City; and

WHEREAS, the City and the Authority desire to jointly finance and construct certain improvements to the Glenpool Wastewater Treatment Plant in accordance with plans and specifications prepared by Garver-USA, Inc. (the "Project"); and

WHEREAS, the City and the Authority have committed to contribute revenues received by each pursuant to grants under the American Rescue Plan Act and loan proceeds received by the Authority pursuant to a loan from the Clean Water State Revolving Fund administered by the Oklahoma Water Resources Board to a common construction fund to be used for the payment of Project Costs (the "Construction Fund"), and

WHEREAS, the Authority will assume responsibility for administration of the Project and disbursement of monies held in the Construction Fund in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Authority do hereby agree as follows:

1. <u>Incorporation of Recitals</u>. The foregoing Recitals are true and correct as of the date hereof and are made a part of this Agreement as if fully set forth herein.

2. <u>Construction Fund</u>. There is hereby created by the City and the Authority a special fund designated the "Construction Fund". The City and the Authority shall deposit into the Construction Fund sufficient monies to pay Project Costs. For purposes of this Agreement, the term "Project Costs" shall mean and include all costs of purchasing and installing equipment and other improvements associated with the completion of the Project, and for related transaction expenses.

3. <u>Bid Solicitation</u>. The City and the Authority shall, in accordance with the Public Competitive Bidding Act of 1974, jointly solicit bids for the construction of the Project based upon plans and specifications approved by both parties. The parties acknowledge that although the Wastewater Treatment Plant and the land beneath that facility is and shall continue to be owned by the Authority. Because of the nature of the Project, the approval and cooperation of each party is

necessary for the successful planning, development, construction, use and maintenance of the Project as a whole.

4. Execution and Administration of Construction Contracts and Other Documents. The City and the Authority shall, subject to the terms of this Agreement, have the joint responsibility for the approval, execution and administration of all agreements with architects, engineers, contractors and/or subcontractors (collectively, the "Contracts") relating to the design or construction of the Project, including any Contract amendments or change orders.

5. Construction and Development. The Authority shall assume primary responsibility for oversight of construction activities on the Project. Upon completion of the Project, the Authority will assume full and complete possession of the real property and improvements comprising the Project and will thereafter be solely responsible for its operation and maintenance.

6. Liability for Project Costs. Project Costs shall be payable solely and exclusively from the Construction Fund. In no event shall the City have any obligation for Project Costs in excess of monies available in the Construction Fund. The Authority, through the Construction Fund, shall arrange for the payment of all contractors, subcontractors, suppliers and other persons or entities under any Contract for construction of the Project.

7. Authority Obligations. The Authority will assume responsibility for the supervision and direction of the design, engineering and construction of the Project. The Authority shall be responsible for the day-to-day administration, oversight, coordination and supervision of the engineers and all contractors providing services in connection with the construction of the Project. The Authority shall be responsible for reviewing all contractors' request for payment and, upon approval of same, for payment from the Construction Fund in accordance with the terms and conditions contained herein. The Authority is authorized and directed to approve and sign any properly submitted payment request without further approval of the City. The Authority agrees to cause the completion of the Project in accordance with plans and specifications developed by the Authority and jointly approved by the City and the Authority. The Authority will ensure that all permitting and approvals are obtained and that the Project is completed in accordance with applicable laws, rules and regulations of the federal, state and local governments, including but not limited to compliance with the Public Competitive Bidding Act.

8. Miscellaneous.

A. Entire Agreement. This Agreement contains the entire agreement of the parties hereto concerning the matters set forth herein.

B. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and which, together, shall constitute one and the same instrument.

C. Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other person or circumstance shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

D. Consents. Whenever, under the terms of this Agreement, the consent or approval of the City or Authority is required, such consent shall not be unreasonably withheld, conditioned or delayed.

IN WITNESS WHEREOF, the City and the Authority, acting by and through their respective governing bodies, have caused this Agreement to be executed this ____ day of August, 2024.

CITY OF GLENPOOL, OKLAHOMA	GLENPOOL UTILITY SERVICE AUTHORITY
______________________________	______________________________
Joyce G. Calvert, Mayor **"City"**	**Joyce G. Calvert, Chair** **"Authority"**
Attest:	**Attest:**
______________________________	______________________________
Lesli Smith, City Clerk	**Lesli Smith, GUSA Secretary**
Approved as to Form:	**Approved as to Form:**
______________________________	______________________________
City Attorney	**GUSA Attorney**