

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on Monday, March 6, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

The City Council welcomes comments from citizens of Glenpool who wish to address any item on the agenda. Speakers are requested to complete one of the forms located on the agenda table and return to the City Clerk PRIOR TO THE CALL TO ORDER

AGENDA

- A) Call to Order - Timothy Lee Fox, Mayor**
- B) Roll call, Declaration of Quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor**
- C) Invocation – Pastor Aaron Hunter, Extreme Worship and Outreach**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) City Manager Report – Roger Kolman, City Manager**
- F) Mayor Report – Timothy Lee Fox, Mayor**
- G) Council Comments**
- H) Public Comments**
- I) Scheduled Business**
 - 1) Discussion and possible action to approve minutes from February 21, 2017.
 - 2) Discussion and possible action to approve and authorize the Mayor to execute Lease Agreement of the City of Glenpool with William Joseph Nozak, CEO of Nozak-Nix Shaved Ice & Java d/b/a Harper's Hut, to Lease Black Gold Park Concession Stand under the terms and conditions set forth therein and for the term stated therein.
(Lynn Burrow, Community Development Director)
 - 3) Discussion and possible action to approve and authorize the Mayor to execute User Agreement of the City of Glenpool with Marty Cox as President of the Glenpool Baseball League, to use Morris Park for youth baseball practice, games and tournament under the terms and conditions set forth therein and for the term stated therein.
(Lynn Burrow, Community Development Director)
 - 4) Discussion and possible action to accept and approve a 50' wide parcel of land for the purpose of Roadway Right-of-Way, located east of the NE corner of 33rd West Ave. and 181st St., from Jerry Don and Linda Arlene Rock Rev. Trust, Grantor.
(Lynn Burrow, Community Development Director)
 - 5) Discussion and possible action to approve a bid in the amount of \$804,229.92 and authorize the Mayor to execute a Meter Replacement and AMR Installation Agreement with RG3 Utilities, LLC for materials and installation necessary to implement a city-wide water meter replacement project.

(Lynn Burrow, Community Development Director)

- 6) Discussion and possible action to approve Resolution No. 17-03-01 Authorizing A Lease-Purchase Agreement With Government Capital Corporation For The Acquisition Of An Auto Meter Read Water Meter System At A Total Cost Not To Exceed \$877,283.45, Including Principal And Interest Payments For A 5-Year Term At A Fixed Interest Rate Of 2.97%.
(Julie Casteen, Finance Director)
- 7) Discussion and possible action to approve a Supplemental Appropriation in the Streets & Infrastructure Capital Fund in the amount of \$804,230 in lease proceeds and \$804,230 in expenditures in the Water Department for the purchase of an AMR system.
(Julie Casteen, Finance Director)
- 8) Discussion and possible action to approve a Supplemental Appropriation in the Public Safety Fund in the amount of \$203,539 in lease proceeds and \$203,539 in expenditures in the Police Department for the purchase of five police vehicles.
(Julie Casteen, Finance Director)
- 9) Discussion and possible action to approve conditional final plat for Southwest Crossroads Section 2, for 9.122 acres located south and west of the southwest corner of W. 121st Street and S. Waco Ave., submitted on behalf of GlenTapp Development.
(Rick Malone, City Planner)
- 10) Discussion and possible action to nominate Roger Kolman, City Manager to a three-year term on the Oklahoma Municipal Assurance Group Board of Trustees, commencing July 1, 2017.
(Susan White, City Clerk)
- 11) Discussion and possible action to authorize Mayor Timothy Fox to attend ICSC, Las Vegas, NV and pay all related expenses.
(Roger Kolman, City Manager)
- 12) Discussion and possible action to approve a quit-claim deed of the EMS Facility, located at 14522 S. Broadway Street, Glenpool, from the City of Glenpool to the Glenpool Industrial Authority, and authorize the Mayor to execute such quit-claim deed.
(Lowell Peterson, City Attorney)
- 13) Discussion and possible action to enter into Executive Session for the purpose of discussing the employment, promotion, demotion, discipline, resignation or retention of a salaried public employee pursuant to Title 25 Sec. 307(B)(1) of the Oklahoma Statutes (Open Meeting Act), *to wit*, the annual performance evaluation of the Glenpool City Manager and notice regarding renewal or termination of the current City Manager Employment Agreement, as provided respectively by sections 12.A. and 1.D. of said Agreement.
(Lowell Peterson, City Attorney)
- 14) Possible action to reconvene in Regular Session.
(Timothy Lee Fox, Mayor)

J) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____, _____ at _____ am/pm.

Signed: _____

City Clerk

MINUTES

CITY COUNCIL MEETING

February 21, 2017

The Regular Session of the Glenpool City Council was held at Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present: Jacqueline Triplett-Lund, Councilor, Patricia Agee, Councilor; Brandon Kearns, Councilor; and Timothy Fox, Mayor. Momodou Ceesay, Vice Mayor was absent.

Staff present: Roger Kolman, City Manager; Lowell Peterson, City Attorney; Susan White, City Clerk; Julie Casteen, Finance Director; Lynn Burrow, Community Development Director; Rick Malone, City Planner; and Dennis Waller, Police Chief.

Also present were Justin Bozarth, The Landing; Pete Goltra, Shriners; and Mr. and Mrs. Edward Rucker.

- A) Mayor Fox called the meeting to order at 6:00 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Justin Bozarth, Outreach Director from The Landing offered the Invocation.**
- D) Mayor Fox led the Pledge of Allegiance.**
- E) Community Development Report – Lynn Burrow, Community Development Director**
 - Mr. Burrow offered an update on the progress of various private and public construction projects throughout the city, including but not limited to, the AMR meter replacement project; South County Soccer Complex; and St. Francis Health Center project. He further reported on various applications received by the Planning Department and slated for review, as well as information concerning activities in the Building/Inspections, and Code Enforcement Departments.
- F) Treasurers Report – Julie Casteen, Finance Director**
 - Mrs. Casteen presented a comprehensive report for December 2016 revenues and expenditures in all Funds.
- G) City Manager Report – Roger Kolman, City Manager**
 - Mr. Kolman informed the City Council that he had received a call from a prospect interested in locating in Glenpool because of the recent Tulsa World article featuring the Saint Francis Health Center. He expressed his view that the addition of St. Francis could have a powerful impact on economic development in Glenpool.
- H) Mayor Report – Timothy Fox, Mayor**
 - Reported that Glenpool Public Schools is holding a public forum to discuss the proposed school bond issue. The forum will begin at 6:30 p.m. and a second one is slated for March 2nd.
- I) Council Comments**

- None.

J) Public Comments

- None.

K) Scheduled Business

1) Reading of Proclamation designating March 7, 2017 as National Pancake Day.

Mayor Fox read the Proclamation and expressed his appreciation for the Shriners great work. Shriner Pete Goltra accepted the Proclamation on behalf of the organization.

2) Discussion and possible action to approve minutes from February 6, 2017 meeting.

MOTION: Councilor Lund moved, second by Councilor Agee to approve minutes as presented.

FOR: Councilor Lund; Mayor Fox; Councilor Agee; Councilor Kearns

AGAINST: None

ABSENT: Vice-Mayor Ceesay

Motion carried.

3) Discussion and possible action to approve plat waiver request from Edward Rucker regarding a 141+/- acre tract of land located east of the SE corner of 161st Street and US Hwy 75, as recommended by the Glenpool Planning Commission, and subject to conditions proposed by the Glenpool Technical Advisory Committee.

Rick Malone, City Planner described the proposed plat waiver request and recommended approval subject to specific conditions endorsed by the Technical Advisory Committee requiring the applicant to provide a fifty-foot right-of-way dedication on the north side of the property, and further provide proof of ODEQ approval for septic tank or aerobic system.

MOTION: Councilor Kearns moved, second by Councilor Lund to approve plat waiver request as recommended by staff.

FOR: Mayor Fox; Councilor Agee; Councilor Kearns; Councilor Lund

AGAINST: None

ABSENT: Vice-Mayor Ceesay

Motion carried.

4) Discussion And Possible Action To Approve Resolution No. 17-02-02 Of The City Of Glenpool, Resolution Authorizing The City Of Glenpool To Enter Into A Certain Vehicle Lease-Purchase Agreement By And Between Oklahoma State Bank As The Lessor And City Of Glenpool As The Lessee, For The Acquisition Of Five Police Vehicles From Bob Hurley Ford At A Total Cost Not To Exceed \$211,860.48, Including Principal And Interest Payments, Plus

Documentation Fee, In Accordance With A Proposed Lease Term Of Forty-Eight Months And Such Funds To Be Drawn From The Public Safety Capital Fund.

Julie Casteen, Finance Director presented Resolution No. 17-02-02 and recommended approval thereof.

MOTION: Councilor Lund moved, second by Councilor Kearns to approve Resolution No. 17-02-02 as presented.

FOR: Councilor Agee; Councilor Kearns; Councilor Lund; Mayor Fox

AGAINST: None

ABSENT: Vice-Mayor Ceesay

Motion carried.

L) Adjournment.

- Meeting was adjourned at 6:27 p.m.

Date

Mayor

ATTEST:

City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: LEASE AGREEMENT RENEWAL: BLACK GOLD PARK
CONCESSION BUILDING

DATE: MARCH 6, 2017

BACKGROUND:

William Joseph Nozak, CEO of Nozak-Nix Shaved Ice & Java d/b/a Harper's Hut, has leased and operated the Black Gold Park Concession Stand in accordance with lease agreements during the late spring through early fall months of 2015 and 2016. This enterprise provides a valuable service to the public by making a concession stand available to residents of the City of Glenpool, their guests and others who may visit Black Gold Park. In addition, it provides oversight and routine maintenance to the premises. Mr. Nozak has offered to lease the concession stand again this year on essentially the same terms and conditions. Mr. Nozak professionally operates a variety of concession and outlets in the Tulsa metro area and has agreed to undertake the responsibilities assigned to the lessee in the lease agreement.

Staff Recommendation:

Staff recommends Council approval and to authorize the City Manager to execute the attached Lease Agreement.

Attachment:

A Lease Agreement of the City of Glenpool with William Joseph Nozak, CEO of Nozak-Nix Shaved Ice & Java d/b/a Harper's Hut to lease Black Gold Park Concession Stand under the terms and conditions of the Agreement.

LEASE AGREEMENT

This Agreement ("Agreement") is made and entered into, and shall be deemed effective, as of the date it is executed by all undersigned parties, Lessor being the City of Glenpool, a municipal corporation, ("City" or "Lessor") and Lessee being William Joseph Nozak, CEO of Nozak-Nix Shaved Ice & Java d/b/a Harper's Hut ("Lessee").

A. Lessor is the owner of certain real property commonly described as Black Gold Park, located in the City of Glenpool, County of Tulsa, State of Oklahoma and more particularly the concession stand located on Black Gold Park at 305 W. 144th Street, Glenpool, OK 74033 (the "Premises").

B. Lessee desires to lease the Premises, subject to terms and conditions set forth below, for the primary purpose of making a concession stand available to residents of the City of Glenpool, their guests and others who may visit Black Gold Park.

C. For valuable consideration recited in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

Section 1. Basic Information. In addition to any terms that may be defined elsewhere in this Agreement, the following terms have the following meaning:

- a) Premises: Black Gold Park Concession Stand at 305 W. 144th Street, Glenpool, OK 74033, together with adjacent restrooms and unlimited usage of the adjacent parking lot
- b) Lessor: City of Glenpool
- c) Lessor's Address: 12205 S. Yukon Avenue, Glenpool, OK 74033
Attn: Mr. Lynn Burrow
Telephone: 918-322-5409
Email: lburrow@cityofglenpool.com
- d) Lessee: William Joseph Nozak
- e) Lessee's Address for Notice Purposes: 1944 W. 50th Street, Tulsa, OK 74107
Telephone: (918) 671-6352
Email: Harpers.hut@gmail.com
- f) Effective Date: Date Agreement is approved and executed by both Lessor and Lessee, as noted below
- g) Commencement Date of Lease: March 15, 2017
- h) Expiration Date: October 31, 2017, unless extended pursuant to this Agreement
- i) Term of the Lease: Commencement Date through Expiration Date, as the latter may be amended according to the terms of this Agreement
- j) Rent: Payment of rent shall be waived for in-kind services described in section 3 of this Agreement.
- k) Renewal Terms: This Agreement may be renewed for one or more consecutive annual periods following the Expiration Date, subject to negotiations of the parties with no obligation created by this Agreement.

Section 2. Right of Entry; Purpose. Lessee shall have the right to enter the Premises during the Term of the Lease for the purposes of:

- a) Offering for sale shaved ice products, chips, sodas and sundry small packaged food items;
- b) Producing and offering for sale the products of a hot dog machine, nacho maker, popcorn popper, ice machine and soft drink dispenser;

- c) Utilizing the functions of an on-site refrigerator, sink and such other equipment, machinery or fixtures commonly and reasonably understood to be consistent with the operation of a concession stand and with offering for sale to the public snack food items and soft drinks;
- d) Maintaining the cleanliness and ensuring the operating order of all fixtures in the adjacent restrooms, provided that Lessor shall be responsible for all capital repairs; and
- e) Upkeep of adjacent grounds, to include the removal of all litter generated by operation of the Premises, in the parking lot and grassy areas, provided that the Lessor shall be responsible for maintaining the surface and striping of the parking lot.

Items (a) through (e) shall be referred to collectively as "Operations."

Section 3. Rent. Lessor shall waive the payment of monetary rental payments, in exchange for the following in-kind services:

- a) Offering snack food items and soft drinks for sale to the public during the following operating hours:
Monday – Thursday, 2 p.m. – 9 p.m.
Friday – 2 p.m. – 10:30 p.m.
Saturday – 12:30 p.m. – 10:30 p.m.
Sunday – 2 p.m. – 9 p.m.
- b) Maintaining the general cleanliness and ensuring the operating order of all personal property and fixtures in the concession stand, adjacent restrooms, parking lot and adjacent park grounds, provided that Lessor shall be responsible for all capital repairs;
- c) Lessee shall be responsible to provide all standard restroom supplies, such as paper products and soap, and Lessor shall perform any required capital maintenance needs, undertake all mowing operations and install any fixtures.

Section 4. Other Obligations of Lessee. It shall be the duty of the Lessee to:

- a) Maintain the concession stand within the standards of all applicable health and safety codes, whether city, county, state or federal.
- b) Obtain and maintain in good standing all applicable business licenses, food handler permits, sales tax registration and any other lawfully required conditions of operation, whether city, county or state.
- c) Maintain the operating hours set forth in section 3 of this Agreement, provided that Lessee may upon notice to the Lessor amend such operating hours in ways that are consistent with the season, academic year and other conditions affecting volume of sales, provided that such hours shall be no earlier than 8:00 a.m. and no later than 11:00 p.m. on any date, unless Lessee requests and Lessor grants special exception for designated events.
- d) Conform all signage to the City of Glenpool Zoning Code, Sign Ordinance, provided that no signage shall be installed in a way that would cause damage to any surface if removed.
- e) Hold Lessor harmless for any claims, liabilities or damages attributable directly to Operations of the Lessee, as described in section 2 above.

Section 5. Obligations of Lessor. It shall be the duty of the Lessor to:

- a) Perform all mowing, snow removal and other similar grounds maintenance of the Premises.
- b) Provide all capital repairs and upgrades, and install any permanent fixtures.
- c) Provide water and electric utilities without cost to the Lessee.

- d) Provide police protection of the Premises and surrounding areas, to include in particular the skateboard arena.
- e) Hold Lessee harmless for any claims, liabilities or damages attributable directly to negligent or intentional actions of the Lessor or of park patrons to the extent that Lessee is without fault.

Section 6. Insurance; Indemnification; and Release of claims

- a) **Prior Submission of Insurance Compliance.** Lessee shall arrange for certificates of insurance and endorsements to be submitted to the City Attorney for approval prior to allowing any person to commence work or engage in any activities under this Agreement.
- b) **Scope.** Events within the scope of this provision include without limitation:
 - Failure by Lessee to perform any of the terms or conditions of this Agreement;
 - Any injury or damage happening on or about the Premises;
 - Failure to comply with any law of any governmental authority; or
 - Any mechanic's lien or security interest filed against equipment, materials, or alterations of buildings or improvements that belong to Lessor.
- c) **Minimum Amounts.** Lessee shall obtain and maintain insurance in no less than the following amounts and in terms no more restrictive than the following:
 - **General Liability Insurance** covering all Premises and activities. The applicable limit of liability shall not be less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) annual aggregate; and
 - **Worker's Compensation Insurance Coverage** in compliance with the Worker's Compensation Laws of the State of Oklahoma, to the extent required.
- d) **Lessor as Additional Insured.** Lessee shall include the City of Glenpool, its officials, representatives, agents and employees as additional insured on all required insurance policies.
- e) **Notice of Insurance Cancellation.** Such coverage shall not be canceled or materially changed without giving Lessor at least thirty (30) days' prior written notification. The insurer shall have no recourse against Lessor for payment of any insurance premium. Any insurance benefit protecting Lessor against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to Lessor.
- f) **Indemnification.** Lessee shall indemnify, defend and hold harmless Lessor, its officers, agents, representatives, volunteers and employees against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suit, actions or proceeding of any nature whatsoever, including reasonable attorney fees, by reason of or arising out of any act, omission, negligence or misconduct of Lessee or of any of its employees, guests, invitees, representatives, officers, agents, or contractors or subcontractors in performing or failing to perform any of its obligations under this Agreement. This indemnification provision shall exclude only such actions as arise directly and solely out of the negligence or willful misconduct of Lessor or any of its officers, agents, representatives, volunteers and employees, and in accordance with the terms, conditions and exceptions provided by the Oklahoma Governmental Tort Claims Act.
- g) **Defense Against Liability Claims.** During those times that Lessee is in control of the Premises, Lessor shall not be liable for any injury or damages to any property or to any person using the Premises nor for damage to any property of Lessee. In the event that any suit based upon such a claim, action, liability, loss, costs, expenses and damages is brought against Lessor, Lessee shall defend the same at its sole cost and expense; provided that, Lessor retains the right to participate in said suit if any principle of

governmental or public law is involved. If a final judgment is rendered against Lessor or any of its officers, agents, and employees, or jointly against Lessor and Lessee and/or their respective officers, agents, and employees, Lessee shall satisfy such judgment in its entirety.

- h) **Limitation of Liability.** Lessee acknowledges and agrees that it shall be responsible for any damages occurring to the demised Premises that are directly attributable to deliberate or negligent acts of Lessee or any of its employees, or by the general public during Lessee's hours of operation. Lessee shall not be responsible for damages or vandalism occurring while Lessee is not using the Premises or attributable to the acts of persons beyond Lessee's power to control.

Section 7. Option to Renew. Lessor and Lessee shall have the option, but not the obligation to renew the term of this Agreement each successive operating season based on circumstances prevailing at that time.

Section 8. Lessor's Right of Access. Lessor shall have an unlimited right to enter the Premises at its sole discretion, provided that Lessor shall make a good faith effort to time and sequence any such access in such a manner as to be minimally disruptive of Lessee's Operations.

Section 9. Termination. This Agreement may be terminated without any penalty or further liability in the following ways:

- a) On thirty days' written notice by either party;
- b) On default of any covenant or term hereof by either party;
- c) Immediately upon notice by Lessor if Lessee does not obtain or maintain any license, permit or other governmental approval necessary to its Operations;
- d) If the Premises are or become unusable for the intended purpose of operating Lessee's business, without fault of either party;
- e) Expiration of the current term.

No later than thirty days after the termination of this Agreement, Lessee will remove its personal property and fixtures and restore the Premises to their condition as of the Effective Date, reasonable wear and tear excepted.

Section 10. Damage. If any portion of the Premises necessary for Lessee's Operations is damaged during the Term of this Lease, other than by causes attributable to Lessee, Lessor will repair or rebuild such portion of the Premises to substantially the condition in which such portion was immediately prior to such damage. If the Premises are damaged to the extent that it would take, in Lessor's reasonable judgment, more than thirty days to repair, then Lessee may opt to terminate this Agreement without liability.

Section 11. Exclusivity.

- a) **Of Lease.** Lessor shall not lease, license or otherwise enter into any agreement with any party other than Lessee for the use or occupancy of the Premises during the Term of this Agreement.
- b) **Of Shaved Ice Sales.** Lessor hereby grants an exclusive license to sell shaved ice snow cones in Black Gold Park during the Term of this Agreement; provided that, such exclusivity shall not limit the right of other vendors to sell shaved ice snow cones during events directly sponsored by either of the City of Glenpool or the Glenpool Chamber of Commerce.

Section 12. Utilities. Lessor will provide, at no cost to Lessee, all utilities required by Lessee's Operations so long as such use is within the scope of this Agreement.

Section 13. Successors and Assigns. Lessee shall not enter into any assignment, transfer or sublease of the Premises or of any interest in its Operations without the written consent of the Lessor.

Section 14. Complete Agreement. This Agreement contains all agreements, promises, and understandings between Lessor and Lessee and no other agreements, promises, or understandings shall or will be binding on either Lessor or Lessee. Any addition, variation, or modification to this Agreement shall be void and ineffective unless in writing and signed by the undersigned parties.

Section 15. Notices. All notices and other communications required or permitted under this Agreement may be oral or in writing, unless a writing is expressly required by any provision of this Agreement, and shall be given either in person, by telephone, by electronic transmission or by United States regular mail, addressed to the party for whom it is intended at its address set forth in Section 1. Either party may, by similar notice, change the address to which future notices or other communications shall be sent.

Section 16. Recording Not Required. Lessor and Lessee agree that this Agreement shall not be recorded in the Tulsa County land records or elsewhere.

IN WITNESS WHEREOF, the parties hereto have set their hand and affixed their respective seals the day and year below written.

LESSOR: City of Glenpool

By: _____
Timothy Lee Fox, Mayor

_____ Date

ATTEST:

By: _____ [SEAL]
Susan White, City Clerk

APPROVED AS TO FORM:

By: _____
Lowell Peterson, City Attorney

LESSEE: Nozak-Nix Shaved Ice & Java d/b/a Harper's Hut

By: _____
William Joseph Nozak, CEO

ACKNOWLEDGMENT

STATE OF OKLAHOMA

)

) SS.

COUNTY OF TULSA

)

On this day personally appeared before me William Joseph Nozak to me known to be the Lessee described in, and who executed, the foregoing Lease Agreement, and acknowledged that he is duly authorized to sign such Lease Agreement and that he signed the same as his free and voluntary act and deed, for the uses and purposes stated therein.

GIVEN under my hand and official seal this _____ day of _____, 2017.

Notary Public in and for the State of Oklahoma

My appointment expires: _____

Attachments:

- Insurance certificate in compliance with Section 6 of this Lease Agreement
- Copies of all required food handler permits



MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

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

**RE: USER AGREEMENT RENEWAL: MORRIS PARK BASEBALL
FIELDS FOR 2017 AND 2018 SEASONS**

DATE: MARCH 6, 2017

BACKGROUND

The attached proposed User Agreement with Glenpool Baseball League provides the same terms and conditions as those agreed to in the past by the Council for the use of the Morris Park baseball fields by the League from January 1 thru June 30 of each annual term. The initial term of January 1, 2017 thru June 30, 2017, will renew automatically for January 1, 2018 thru June 30, 2018, unless either party provides a 60 day notice period otherwise; and User may authorize use of the concession facility for the benefit of third parties, *provided that* User assumes all liability for doing so.

Staff Recommendation:

Staff recommends that the Council approve the attached User Agreement and authorize the City Manager to execute the User Agreement and take such other actions as may be needed for its full implementation.

Attachment

A. Proposed User Agreement with Glenpool Baseball League

City of Glenpool

Morris Park User Agreement with Glenpool Baseball League

January 1, 2017, through June 30, 2017;

Renewable without obligation for January 1, 2018, through June 30, 2018

This agreement ("Agreement") is entered into between the City of Glenpool, an Oklahoma municipal corporation (the "City") and the Glenpool Baseball League (the "User"), of Glenpool, Oklahoma, a non-profit youth sports organization, for the use of an area of land in Morris Park to be designated herein and for purposes set forth herein. This Agreement shall become effective upon adoption and execution by both the Glenpool City Council and the President of the Glenpool Baseball League (the "Effective Date"), as signified below.

1. Background and Purpose

- A. The City owns Morris Park and, in addition to providing for general community park uses and areas for adult and youth sports activities, the City desires to provide the Premises defined in section 2 of this Agreement for use by the User and for the purpose of serving children in Glenpool and surrounding communities by providing recreational opportunities through youth baseball activities (the "Sport").
- B. The parties acknowledge and agree that the activities contemplated by this Agreement will be provided in general by volunteers. Paid staff may include, without limitation, umpires and concession operators. No company, person nor any other entity shall derive profit under this Agreement other than as provided herein.
- C. The purpose of this Agreement is to:
 - i. Provide the terms and conditions under which User may use the defined Premises for Sport-related practice, league activities, tournament play and such other Sport-related purposes as are consistent with the intent of this Agreement.
 - ii. Define operational and maintenance responsibilities.
 - iii. Identify responsibility for costs.
 - iv. Identify a process to provide improvements and upgrades to the Premises, as needed or appropriate.

2. Definition of Premises and Ownership

- A. The following property is made available to User for Sport activities. The City shall retain all rights of ownership, to include without limitation full access to the Premises at any time and the right to approve or disapprove any concurrent use by

other sport teams or individuals, provided that approval will not be unreasonably denied:

All five baseball fields located at Morris Park, City of Glenpool, together with entry and exit ways, restroom and concession buildings, storage buildings (except as provided below), parking lot, bleacher systems, necessary electrical lighting systems, fences and all appurtenant areas (the "Premises"). **See attached map at Exhibit A, incorporated herein by reference. In the event of any conflict between this section 2.A. and Exhibit A, Exhibit A shall control.**

- B. The concession building is owned by the City. However, contents of the concession building, more specifically: freezers, coolers, refrigerators, microwaves, popcorn maker, ice machine, cash boxes, and shelving, are owned by the User and may be stored/retained in the concession building until such time as the City directs User to remove them, provided that all perishable food items shall be removed from the concession building at the end of the Sport season or upon expiration, whichever occurs sooner. City will otherwise direct User to remove such items of personal property only upon termination of this Agreement or for other good cause. The User may, in its discretion, operate the concession facility during the term of this Agreement for the benefit of third parties who are using the Premises, in accordance with section 9.B. of this Agreement, but in no case shall the City or the User allow any third party to operate the concession facility.
- C. The office/storage building immediately north of the concession building is owned by the User.
- D. The Con-X boxes (storage containers) located on the Premises are owned by the City. However, all of the contents of these boxes are owned by the User or the youth football program. A designation will be created for each of the Con-X boxes by the City, designating the boxes for either of, and each box exclusively for, the football or baseball program.

3. Term of Agreement and Scheduling Requirements

- A. The initial Term of this Agreement shall extend from January 1, 2017, through June 30, 2017. The Agreement shall automatically renew for an additional term from January 1, 2018, through June 30, 2018, unless either party gives notice to the other of its intent not to renew by October 31, 2017, as provided by subsection B of this section 3.
- B. User shall have the automatic option to renew this Agreement for an additional term of January 1, 2018, through June 30, 2018, in accordance with subsection A of this section 3 and shall have a perpetual option to renew annually thereafter upon providing written notice of intent to renew to the City Manager by no later than 60 days prior to the end of the calendar year in which the current term expires. The City will not unreasonably refuse to renew the Agreement.

- C. User understands and acknowledges that Premises are owned and provided by a public entity and are, therefore, shared with the general public. User agrees to abide by the following
- i. During all hours of park operation not specifically scheduled for User's exclusive use for practice, regular games or tournament play, User will ensure that the Premises are unlocked and open to the general public, provided that the restroom, concession building, storeroom building and drive thru gate may be locked for safe-keeping.
 - ii. In all cases, once User has notified the Community Development Department of its bona fide need to use the Premises on a given date and time, User shall have priority over the general public or any other user.
 - iii. City acknowledges that User has first priority for exclusive usage, throughout the Term of this Agreement as defined in section 3.A., during all periods expressly reserved by submission of the corresponding date and request for reservation to the Community Development Department. During any period of time not within the Term of this Agreement (*i.e.*, from July 1 through December 31 of any calendar year), reservation of the Premises for any purpose shall be on a first-come, first-served basis.
- D. Game/tournament/practice schedules, to the fullest extent known, shall be submitted to the Community Development Department no later than fourteen (14) days prior to the commencement of seasonal Sport activities. This schedule shall serve to reserve use of the Premises exclusively to User at all times for which such dates have been submitted. Such schedule shall be prominently posted at Morris Park and updated as circumstances change.
- E. Unplanned or previously unscheduled Sport events must be reserved as promptly as possible after such dates are known to User. If, during the Term of this Agreement, it is necessary for User to make changes in the schedule provided under section 3.D. and User notifies the Community Development Department at least 24 hours in advance, such reservation will ensure exclusive use of the Premises by User for designated date/time just as in the case of the dates previously scheduled and submitted.
- F. Scheduling of User Sport events will be coordinated with the Community Development Department. In the event of scheduling conflicts with activities of other users than User, User will have first priority for exclusive use provided that the 24-hour advance notice required by section 3.E. is observed.

4. Scope of License Granted

- A. As noted in section 3 above, this Agreement does not confer exclusive use of the Premises to User or to any other user except for such dates and times as are on record with the Community Development Department and for which there is no prior reservation.

- B. User acknowledges that access to the Premises is intended solely for the purpose of promoting Sport-related activities and User agrees that it shall not use, or permit the Premises to be used, for any other purpose without the prior approval of the Community Development Department.
- C. Affiliated users. Because of the nature of competitive Sport play, it is permissible for User to grant concurrent use of the Premises by invited affiliated users (i.e., other teams, leagues or Sport-related organizations, "Affiliated Users"). User shall not allow the Premises to be used as home field or for practice by any teams outside the league service area without the approval of the Community Development Department. User agrees that the indemnity provisions of this Agreement extend to use of the Premises by such Affiliated Users.
- D. The Community Development Department will issue to User's President, Vice-President or staff members, as designated in writing, keys and/or lock combinations for necessary gates and doors to allow access to the Premises. The Community Development Department will maintain a register of key assignments and any person issued a key will be responsible for ensuring that all facilities are secure upon departure of the Premises, not permitting unregistered persons to have or use keys, and return of all keys upon either termination of this Agreement or in the event such designated person's status no longer requires use of the keys. There will be a \$5.00 replacement charge for each key lost and/or not returned. In the event User requests the locks at the Premises be changed, User will bear all costs associated with the change.
- E. The City shall have the right to enter the Premises for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance. The City reserves the right to use any/all portions of the site in times of natural disaster, emergency or other community-wide higher use need. City will attempt to coordinate any such action with User to minimize any negative impact on scheduled Sport events.
- F. City agrees that User may charge admission fees or similar charges for entrance to all games, provided that admission and revenue records are provided to City as part of User's reporting requirement provided in this Agreement.

5. User Fee/Damage Deposit

- A. A non-refundable damage deposit in the amount of \$350.00, otherwise payable to the Community Development Department at the time of executing this Agreement and to be kept by the City as a User Fee to offset City maintenance costs, shall be waived in its entirety for the initial Term of this Agreement. Such User Fee may be subject to negotiation of the parties upon renewal of this Agreement.

- B. User will be responsible for all damages incurred to City property inside the fenced area of the Premises (buildings, irrigation components, fences, signs, posts, gates, landscaping, roadways, walkways, playing fields, electrical, plumbing and mechanical systems, etc.), other than normal wear and tear, that are directly attributable to the actions of User or Affiliated User volunteers, coaches, players, board members, or by the general public during User or Affiliated User events. City shall notify User of damages or other violations of this Agreement promptly upon occurrence. User may correct the violation or repair such damages within thirty (30) days of such notification. If User chooses not to do so, then City shall repair the damage and send written notification to User detailing expenditures. User shall reimburse City for damage costs as applicable under this section.
- C. Any User Fee collected pursuant to this Agreement will be non-refundable and shall not be applied to any renewal of this Agreement.

6. Improvements (Responsibility, Maintenance and Ownership)

- A. Premises and all permanent fixtures thereto shall remain for all purposes and throughout the term of this Agreement the property of City, except as otherwise stated for storage facilities, and may not be modified, altered, or destroyed without the prior written permission of City. Further, User may not build or bring onto the Premises any improvements, structures or fixtures of any kind without the prior written permission of the Community Development Department. User shall not make any alterations, modifications or permanent changes to ball fields, irrigation systems, concession or bathroom facilities, parking lots, trees, fences, or plumbing or electrical systems without the prior written consent of the City.
- B. User shall retain all rights of ownership of any temporary fixtures or personal property installed, stored or otherwise maintained on the Premises and belonging to User as of and following the Effective Date of this Agreement (the "Personal Property"), provided that written permission has been granted for any temporary fixtures, until the expiration or termination of this Agreement. Upon such expiration or termination, User shall have ninety (90) days in which to remove its Personal Property. Property not removed in that period shall become property of the City. Temporary fixtures that cannot be removed without damage to the Premises will be treated as permanent fixtures belonging to the City.
- C. User shall be responsible for all costs of repairing, maintaining and servicing all fixtures and personal property owned by User and maintained or stored on the Premises for benefit of the User.
- D. City and User may, in the discretion of and by written separate agreement negotiated between the parties, share in the cost of permanent fixtures or improvements that are determined to have a shared benefit to the User and the general community. The amount of such shared cost, if any, will be set forth in such separately negotiated agreement. In the event of expiration of

this Agreement without renewal, ownership of any such fixtures or improvements shall also be established by such separate agreement.

7. Maintenance Obligations and Schedules

- A. User. User shall be responsible to provide on-going maintenance to such personal property, fixtures and improvements to the Premises as to which it claims ownership or which are installed for its benefit and located within fenced areas of the playing fields. User shall maintain these facilities in good condition, at its own cost and expense, recognizing they are part of a park serving the general public. Specifically, this obligation includes:
- i. User shall inspect Premises immediately prior to and immediately after each use, and shall immediately notify City of any damages or of any repairs that may be required. In the event that any defect may threaten the safety and welfare of participants or the general public, User shall not allow individuals to utilize Premises until the defective portion of Premises has been repaired or replaced. User shall be solely responsible for any replacements or repairs it authorizes or performs.
 - ii. User shall provide at its own expense any chalk, lime, paint or other supplies required to ensure that playing fields are in suitable condition for use.
 - iii. Stocking and cleaning the restroom facilities, including all paper goods and cleaning supplies.
 - iv. Stocking, cleaning and general upkeep of the concession area.
 - v. Cleanliness of everything inside the fenced area of Premises, including removal of all trash from the Premises.
 - vi. User is allowed to dump trash accumulated during its use of the Premises in commercial dumpster(s) provided by the City. City shall be responsible for ensuring that the Premises are clean and free of trash or debris prior to use by User for any period that is reserved for exclusive use.
 - vii. Dumping of trash containers located in the parking area(s) of the Premises into the designated dumpster.
 - viii. Maintenance of all storage sheds owned by User.
 - ix. General cleanliness and upkeep of any facilities used on the Premises.
 - x. All mowing and edging of the fenced-in Premises.
 - xi. User shall comply with any present or future federal, state, or City of Glenpool ordinances, laws and policies with regard to pesticide/herbicide use, chemical applications, energy and water consumption, including the application of such fertilizer(s) and weed control product(s) as may be necessary to maintain the Premises to a reasonably professional standard for Sport playing conditions.

- xii. All routine dirt work on baseball fields (i.e. pitching mounds, infield dirt, etc.) shall be performed by User, provided that any supplementation of dirt not available on the grounds of the Premises shall be provided by the City.
- xiii. This maintenance plan may be coordinated with Affiliated Users or non-affiliated users who share access to exclusive use of the Premises under a similar agreement with the City. The allocation of responsibility and adequacy of timing for the foregoing functions shall be subject to the approval of the Community Development Department, which approval shall not be unreasonably withheld, provided that responsibility for compliance with the maintenance plan shall in all cases be that of the User regardless of any shared arrangements User and third parties may negotiate.
- xiv. User agrees to ensure that, when Sport events are over, all persons have left the Premises and all electrical facilities (interior building lights, air conditioners, electrical devices, telephones, playing field lights) are turned off by the park curfew unless User obtains permission from the Community Development Department to play beyond curfew. Park curfew is set by City Ordinance. User shall also be responsible to ensure that all buildings, windows, lockable areas and gates are properly secured before leaving the Premises; and clear the site of trash, litter and debris.
- xv. User agrees to take all reasonable precautions to prevent waste, damage or injury to Premises by User or by any team or individual under User auspices or by any member of the audience attending User events.
- xvi. Optional - In addition to the foregoing minimum maintenance standards, User may provide maintenance or services to a higher or more frequent standard than identified above, provided that User shall assume all related costs resulting from such higher standard.

B. City. The City shall be responsible for:

- i. City shall provide the services and/or costs for services for on-going, scheduled maintenance to all aspects of the Premises other than mowing of the fenced-in Premises and upkeep of Personal Property, fixtures or Improvements belonging to User as outlined in section 7.A. These services shall include the following maintenance, without limitation:
 - Improvements for the benefit of the general public at the playing fields, bridges, entrance gates, park access road, graveled parking lot, permanent public restroom/concession stand, paved walkways, playground equipment, irrigation system and all grass covered areas, trees and shrubs (other than playing fields);
 - Adequate trash dumpster and/or poly cart service for routine activities;
 - All sewerage, concession/bathroom building electrical and plumbing related repairs;
 - Parking lot and playing field lighting;

- All fences, backstops and related structures to ensure public safety;
 - Mow or treat with herbicide unwanted vegetation around and below bleachers;
 - Turn off and winterize water and related systems following the agreed-upon close of Sport playing season(s);
 - Return water and related systems to operational status in time for commencement of Sport playing season, as agreed upon between User and City;
 - Set up traffic barricades when appropriate to restrict vehicular traffic from high water areas or other unsafe situations.
- ii. Scheduled maintenance to be performed by the City shall be as follows:
- Mowing (of only areas in Morris Park that lie outside the fenced-in Premises): Grass covered areas will be mowed, on average, once per week during the growing season;
 - Park access road/parking lot: The graveled park access road and parking lot will be graded each year as needed, prior to the beginning of Sport play;
 - Trash removal: Prior to leaving the Premises following their use by User, User shall collect all trash, litter and debris from the playing field areas and parking lots, and place it in the dumpster provided to the Park for removal by the City. The dumpster shall be emptied in accordance with the City's contracted schedule.
 - Pruning: Pruning of trees and shrubs shall be done annually by the City.
- iii. City will assume all costs for: the foregoing services, including the cost of repairing or replacing facilities owned by the City unless damaged by User; and the costs of improvements it has determined are provided solely to meet the general community's interests.

8. Utilities

City does now and will continue to pay for electricity, water, sewer, trash and miscellaneous utility services without charge to User, provided that User complies with the requirements of section 7.A.(xiv) of this Agreement to turn off and lock all electrical facilities (interior building lights, air conditioners, electrical devices, telephones, playing field lights) at the end of each period of use.

9. Concessions

- A. User may operate a concession facility after obtaining all required food handler permits and submitting copies of said permits to City. User agrees to adhere to all Oklahoma State Department of Health, Tulsa County Department of Health, and City of Glenpool regulations pertaining to said operations.

- B. User may, in its discretion, operate the concession facility during the term of this Agreement for the benefit of third parties who are using the Premises, *provided that*: User remains responsible for compliance with all terms and conditions of this Agreement when serving concessions to a third party user of the Premises to the same extent as though User was using the Premises; and User agrees to indemnify the City for any and all claims, damages and liability of any kind resulting from such third party's access to the concession facility, except for intentional acts.
- C. User will receive all revenues from concession operations and will be the sole provider at Premises throughout the Term of this Agreement, whether during scheduled Sports activities or during use of the Premises by a third party, and shall secure the concession facility to prevent operations by unauthorized third parties during periods not being used by User.
- D. User may retain and use revenues collected from the sale of concessions for Sport-related purposes, subject to any applicable sales tax obligation that may be due and payable in accordance with State law and subject to disclosure in the financial disclosure report required by section 10.B. (To the extent that User claims exemption from local and/or State sales tax, it will be the duty of User to maintain documentation of such exemption.)
- E. Use of the concession facility for the sale of concessions is subject to the following conditions:
 - i. All food storage/food preparation procedures and equipment must be operated under the Tulsa City-County Health Department rules and policies and City of Glenpool ordinances.
 - ii. Operation of the concession facility will at all times require the presence of at least one User representative who holds a current Tulsa City- County Health Department food handler's permit and has attended the Tulsa City-County Health Department food handler's workshop.

10. Record-Keeping; Quarterly and Annual Financial Disclosure and Compliance Reports

- A. User shall maintain accurate accounts with correct entries of all income and expenditures. The City reserves the right to audit such accounts in the event of a bona fide dispute.
- B. User shall present to the City Council a start-of-season financial report by January 30 and an end-of-season financial report on July 30 of each season during the Term of this Agreement, in a form approved by the City Manager prior to presentation, showing revenues and expenditures. The report will also give a summary of all activities undertaken by User in furtherance of User's obligations under this Agreement. Information contained in the financial disclosure and compliance report will be taken into consideration with respect to the decision whether to renew the Agreement and, if so, on what terms and conditions.

11. Signage and Advertising

- A. City shall retain all authority to allow or prohibit sponsor or other advertising signs within the Premises. Revenues derived from such signage shall be directed to User in support of User's activities and shall be reported as revenues on the end-of-season financial report referenced in section 10.B.
- B. City shall install and maintain any signs indicating park rules and/or local ordinances such as, but not limited to, no tobacco products, no coolers, no glass products, no hitting against fences.
- C. Advertising shall be limited to the outfield fencing and park benches, shall be subject to prior approval by the Community Development Department and shall be allowed only so long as it is limited in size to what the outfield fencing or bench to which it may be appended can accommodate.
- D. Any additional signage not provided for in this section 11 must be reviewed and approved by the Community Development Department.

12. Coach Certification

- A. User acknowledges that it is responsible for ensuring that all head coaches are properly trained and certified under the National Youth Sports Coaches Association and agrees that no head coach shall be allowed to participate in User-sponsored Sport activities without such certification and all Sport-specific credentials that are typically required in youthsports programs.
- B. City reserves the right to run a Criminal Background Check for youth Sports managers, coaches or other User personnel.

13. Insurance; Indemnification; and Release of claims

- A. Without limiting City's right to indemnification, User and any contractors with which it conducts business related to the Premises shall obtain insurance in no less than or in terms more restrictive than the following:

General Liability Insurance covering all Premises and activities. The applicable limit of liability shall not be less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) annual aggregate;

Worker's Compensation Insurance Coverage, only if applicable, in compliance with the Worker's Compensation Laws of the State of Oklahoma; and

Comprehensive Automobile Liability Insurance, only if applicable to any owned, hired or otherwise provided vehicles used for Sport-related transport in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

Each time this Agreement is renewed, City reserves the right to review and adjust the minimum amount of insurance coverage required of User.

- B. City as Additional Insured. User shall include City, its officials, representatives, agents and employees as additional insured on all required insurance policies. User shall also require any contractors with which it conducts business related to the Premises to list City as an additional insured. User shall arrange for certificates

of insurance and endorsements to be submitted to the City Attorney for approval prior to allowing any person, including but not limited to Sports participants, to commence work or engage in any activities under this Agreement.

- C. Notice of Insurance Cancellation. Such coverage shall not be canceled or materially changed without giving City at least thirty (30) days prior written notification. The insurers shall have no recourse against City for payment of any insurance premium. Any insurance benefit protecting City against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to City.
- D. User Waiver of Claims. User hereby waives, on its own behalf and on behalf of its insurers, every claim for recovery from City for any and all loss or damage to the extent that the damage is covered by valid and collectible insurance policies. User agrees to give to each insurance company which has issued, or may issue in the future, policies of insurance, written notice of the terms of this waiver and to have said insurance policies endorsed as necessary by reason of this waiver.
- E. User shall indemnify, defend and hold harmless the City, its officers, agents, representatives, volunteers and employees against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suit, actions or proceeding of any nature whatsoever, including reasonable attorney fees, by reason of or arising out of any act, omission, negligence or misconduct of User or of any of its Affiliated Users, guests, invitees, members, volunteers, representatives, officers, agents, employees and contractors or subcontractors in performing or failing to perform any of its obligations under this Agreement. This indemnification provision shall exclude only such actions as arise directly and solely out of the negligence of willful misconduct of the City or any of its officers, agents, representatives, volunteers and employees, and in accordance with the terms, conditions and exceptions provided by the Oklahoma Governmental Tort Claims Act.
- F. Events within the scope of this provision include without limitation:
 - i. Failure by User to perform any of the terms or conditions of this Agreement;
 - ii. Any injury or damage happening on or about the Premises;
 - iii. Failure to comply with any law of any governmental authority; or
 - iv. Any mechanic's lien or security interest filed against equipment, materials, or alterations of buildings or improvements that belong to the City.
- G. During those times that User is in control of the Premises, City shall not be liable for any injury or damages to any property or to any person using the Premises nor for damage to any property of User. In the event that any suit based upon such a claim, action, liability, loss, costs, expenses and damages is brought against the City, User shall defend the same at its sole cost and expense; provided that, the City retains the right to participate in said suit if any principle of governmental or public law is involved. If a final judgment is rendered against the City or any of its officers, agents, and employees, or jointly against the City and

User and/or their respective officers, agents, and employees, User shall satisfy such judgment in its entirety.

- H. User will require a parent or legal guardian of every participant in its Sport program who is not an adult to sign a release form as consideration for participating in the program, that forever releases and discharges City, its officers, agents, employees, volunteers, successors and assigns of and from, all liability, claims or demands for any and all injuries to such participant or to any minor as to which the participant has lawful custody arising or which may arise from any accident that may occur.
- I. A release in the form provided by User at Exhibit F shall be signed by a parent or legal guardian of every signed-up User participant, and must be maintained by User throughout each Term of this Agreement. The City reserves the right to request that a copy of such release be provided for verification no more than 14 days prior to the start of season and within 48 hours of signing up, or 7 days prior to the first game, for any participant added to the roster after the start of the season. The parent or legal guardian of any such User participant who signs up to play must sign a release in the form attached as Exhibit F to this Agreement before using the Premises for any purpose.
- J. User acknowledges and agrees that it shall be responsible for any damages occurring to City property (buildings, irrigation components, fences, signs, posts, walkways, parking lots, gates, landscaping, roadways, sports fields, electrical, plumbing and mechanical systems) that are directly attributable to deliberate or negligent acts of User or Affiliated User volunteers, coaches, players, board members, or by the general public during User events. User shall not be responsible for damages or vandalism occurring while User is not using the Premises.

14. Accident/Incident Reporting Requirement

- A. User shall submit to the Community Development Department an accident/incident report form, approved by City, within three working days following any/all injuries, acts of vandalism, theft, or altercations of any kind. Documentation from police, fire, EMSA and/or any other emergency response service must be included if prepared.
- B. It shall be the sole and exclusive responsibility of User to ensure that there are, on-site or within call range, emergency personnel qualified to respond appropriately to any emergency situation, including accidents, and User bears full liability for any failure to do so.

15. Default and Termination Provisions

- A. This Agreement shall be subject to termination upon the abandonment of Premises for a period of thirty (30) days.
- B. This Agreement may be voluntarily terminated by User following thirty (30) days' written notice of User's intention to terminate to City.

- C. This Agreement may be involuntarily terminated by City following User's failure to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement, provided that City provides User written notice and thirty (30) days to correct any default, and further provided that time limits may be extended in the manner and to the extent allowed by City, where fulfillment of such obligation requires activity over a period of time and User has commenced to perform whatever may be required to cure the default and continues such performance diligently. City has sole discretion as to defining a material provision and whether, or how, to permit cure of any default.
- D. The right to terminate this Agreement upon default of User shall not be exclusive and is in addition to any other rights and remedies provided by law or under this Agreement.
- E. Any waiver of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement contained in this Agreement, nor shall failure to require exact, full, and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping City from enforcing the full provisions thereof.
- F. In the event of substantial or total destruction of the Premises from any cause, either party may declare this Agreement terminated if repairs or restoration cannot be effectively accomplished within thirty (30) days of the loss at a reasonable cost, with the reasonableness of said costs being within the sole judgment of City. In the event that the Premises are repaired or restored by User at the sole expense of User or at the expense of insurance carriers, this Agreement shall not be terminated.
- G. After the termination of this lease for any reason, User may apply to the City within ninety (90) days of said termination date to remove any personal property or fixtures that have been built solely with User funds and the City shall decide whether to agree to this.

16. Miscellaneous

A. Choice of law and venue

This Agreement has been and shall be construed as having been made and delivered in the State of Oklahoma and it is mutually agreed and understood by both parties that this Agreement shall be governed by the laws of the State of Oklahoma. Venue shall be Tulsa County, Oklahoma.

B. Compliance with all federal, state, local laws

User agrees, in all its on-Premises activities, to abide by, uphold and adhere to all City park rules and regulations, ordinances of the City of Glenpool, laws of the State of Oklahoma and any applicable federal laws or regulations.

C. Non-discrimination provision

User agrees not to discriminate in providing its services and shall provide those services without regard to race, religion, or sex.

D. Notice provision

Any notice or demand required or permitted to be given by the terms of this Agreement or by law shall be in writing and may be given by depositing said notice or demand in the U.S. Mail, certified mail with return receipt requested, or by personal delivery. Service of such notice or demand shall be complete upon verified receipt of said notice or demand.

E. Entire agreement

This Agreement constitutes the entire agreement of the parties and contains all obligations and representations of the parties with respect to the subject matter covered herein, and no prior agreement of any kind shall be effective to the contrary.

F. Severability

If any section or provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable.

G. Authority to sign

Both parties represent that their respective signatories are fully and duly authorized members of City staff or User personnel, as applicable.

H. Amendment provisions

The provisions of this Agreement may be amended only upon the mutual written consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

I. Assignment to third parties

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned, or encumbered by User. Any attempt to sell, assign, alienate or encumber Premises or this Agreement shall be cause for immediate termination of this Agreement.

17. Checklist of Documents Required as Condition of Performance

- A. Pictorial description of Premises
- B. Copy of all required health department permits and any other licenses or permits required by law
- C. Scheduled practices, games and tournaments
- D. Board member roster and staff contact list
- E. Insurance declaration page identifying City as additional insured
- F. Form of User Participant Release

IN WITNESS THEREOF, City and User have adopted and caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be effective as of the date last executed below.

City of Glenpool, Oklahoma

By _____
Timothy Lee Fox, Mayor

Date

Attested:

Susan White, City Clerk

Seal

Approved as to Form:

Lowell Peterson, City Attorney

USER:

Duly Authorized Representative

VERIFICATION

State of Oklahoma)
)
County of Tulsa)

Before me, a notary public, on this ____ day of _____, 20__, personally appeared _____ known to me to be the _____ [title] of the _____ [User] and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Notary Public



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: ACCEPTANCE OF PUBLIC STREET RIGHT-OF-WAY DEDICATION

DATE: FEBRUARY 27th, 2017

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a Deed of Dedication conveying ownership of a certain tract of land described therein to the City of Glenpool for the purpose of street right-of-way. As a condition of Planning Commission approval of lot split application GLS No. 220 filed by Mr. Jerry Rock, the subject right-of-way dedication was required in order to convey to the City a 50' wide parcel of land for future improvements associated with 181st Street as illustrated on Exhibit 'A' of the Deed of Dedication. It should be noted that as a part of a normal subdivision platting process, this type of right-of-way dedication to the public and/or the City would be a routine requirement for approval in order to accommodate future arterial street and/or utility improvements.

Staff Recommendation:

At this time, Staff is requesting Council approval and acceptance of this Deed of Dedication as submitted in order to complete the requirements of the approval for GLS No. 220

Attachments:

- A. Right-of-Way Deed of Dedication

Upon Recording Return To: City of Glenpool
ATTN: City Clerk
12205 S. Yukon Avenue
Glenpool, OK 74033

**RIGHT OF WAY
DEED OF DEDICATION**

KNOW ALL MEN BY THESE PRESENTS:

This conveyance is made and entered into for the purposes stated herein, as of the date entered below, between Jerry Don & Linda Arlene Rock Rev. Trust, herein called "**Grantor**", and the CITY OF GLENPOOL, a municipal corporation, whose mailing address is 12205 S. Yukon Avenue, Glenpool, OK 74033, herein called "**Grantee**."

Grantor, as the record owner of legal and equitable title of the following described real estate, for and in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, dedicate, bargain, sell, convey and warrant unto Grantee, its successors and assigns, for the benefit of the public, forever, for roadway purposes and for such additional purposes as are described herein a right-of way through, over, under and across the following described property, together with all appurtenances thereto:

[See Legal Description Attached Hereto and Incorporated Herein as Exhibit A

an Locater Map Attached Hereto and Incorporated Herein as Exhibit B]

SUBJECT TO all easements, rights of way, protective covenants and mineral reservations, if any.

For use as a permanent, public right-of-way for the Grantee, and as a thoroughfare for ingress and egress to adjoining property and roadways for general public usage; and

For the several purposes of surveying, constructing, maintaining, operating, repairing, replacing, and/or removing any and all roadways, public utilities (including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable communication lines), together with all fittings, including pavement, poles, wires, conduit, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with rights of ingress and egress to and upon this right-of-way for the uses and purposes aforesaid; provided, however, the Grantor hereby reserves the right to survey the described premises. The public and such franchise utility providers as are authorized by the public to enter this right-of-way for the purposes described herein are hereby granted the exclusive possession of the described premises. Grantor, for itself and its heirs, administrators, successors and assigns, covenants and agrees that no building, structure, fence, wall or other above-ground obstruction of any description will be placed, erected, installed, or permitted upon the described premises; and further covenants and agrees that in the event the terms of this paragraph are violated by the Grantor or other persons in privity with the Grantor, such violation will be corrected and eliminated in a timely manner, timeliness to be determined in good faith by the City or franchisee under the prevailing circumstances, upon Grantee's receipt of notice from the City or franchisee, or City or franchisee shall have the right to remove or otherwise eliminate such violation, and Grantor, its heirs, administrators, successors and assigns, shall

shall promptly pay the actual cost thereof; and further covenants and agrees that all terms and conditions of this Dedication shall run with the land.]

TO HAVE AND TO HOLD such **Roadway Right-of-Way [or other description of interest]** unto Grantee and Grantee's successors and assigns, together with all of Grantor's right, title and interest, in exclusive possession together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

Dated this 27 day of FEB, 2017

Jerry Don & Linda Arlene Rock Rev. Trust
GRANTOR

By: Jerry Don Rock
By: Linda Arlene Rock

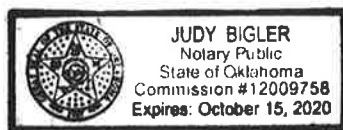
STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State on this the 27th day of February, 2017, personally appeared JERRY + LINDA ROCK known or satisfactorily proven to me to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument and representing her/himself to be duly authorized to do so, and acknowledged to me that she/he executed the same as her/his free will and voluntary act and deed for the uses and purposes therein set forth.

Judy Bigler
Notary Public

My Commission Expires:

10/15/20



ACCEPTED BY CITY COUNCIL:

City of Glenpool, Oklahoma
A Municipal Corporation

Date: _____

by: _____
_____, Mayor

ATTEST:

_____, City Clerk

[corporate seal]

APPROVED AS TO FORM:

_____, City Attorney

N

A 50 foot Right of Way Easement Beginning 661.19 feet East
of the Southwest Corner of the SW/4 of Section 34 Township
17 N Range 12 East Thence East 225 feet, Thence North 50 feet
Thence West 225 feet, Thence South 50 feet to the point of beginning.

Southwest Corner of the SW/4

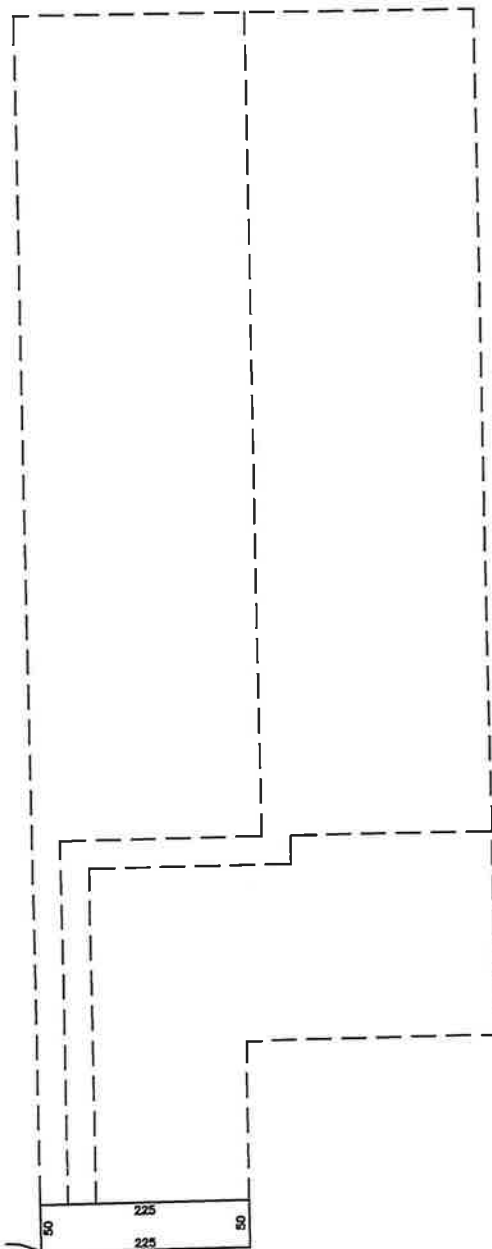
661.19

50

225

50

225



INVOICE NO.: STK 16-86375
CLIENT: GENE TERRONEZ



MEMORANDUM

**TO: MAYOR AND MEMBERS OF THE CITY COUNCIL and
CHAIRMAN AND BOARD OF TRUSTEES
GLENPOOL UTILITY SERVICES AUTHORITY**

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

**RE: REVIEW AND APPROVAL OF BID TABULATION AND
AUTHORIZATION TO ENTER INTO A CONTRACT AGREEMENT
FOR MATERIALS AND INSTALLATION NECESSARY TO
IMPLIMENT A CITY-WIDE AMR WATER METER REPLACEMENT
PROJECT**

DATE: FEBRUARY 22, 2017

BACKGROUND

This item is for joint consideration and action by the City Council and the GUSA Board regarding the review and approval of a certain Bid Tabulation and the authorization to enter into a Contract Agreement for materials, equipment, and installation labor necessary for the implementation of a City-wide AMR (Auto Meter Read) water meter system. As the Board may recall, this project was contemplated and made a part of the 'Move Glenpool Forward' sales tax initiative passed by Glenpool voters in the spring of 2016. As noted on the attached Bid Tabulation, public bids were taken on January 6, 2017 for water meter materials and various electronic equipment as specified therein. Generally, this project entails the complete replacement of approximately 4300 existing water meters throughout the City. As detailed in the Bid Tabulation, Fortiline, Inc. at \$679,468.13 and RG3 Meter Company at \$680,545.52 were the two lowest Bidders on the project with Ferguson Water Works a close third at \$710,000.00.

As a result of the bids, the three lowest Bidders were contacted and asked to make a full presentation of the metering equipment they proposed to supply. They were also asked for a detailed description of the electronic meter reading equipment included in the base bid along with the associated process necessary to integrate the new auto-read meters and the computer hardware and software proposed to incorporate the new reading system into the City's INCODE accounting system. Each of the three Bidders went through a very detailed presentation demonstrating the attributes of their meters and the associated auto read electronics and their ability to work seamlessly with our INCODE system.

In addition, Staff conducted a very thorough investigation into each of the equipment manufacturers and the various references each Bidder included in their submittal.

Based on cost, equipment warranties, battery life, customer references, and the ease of integration of the new equipment into the City's INCODE accounting system, RG3 Meter Company has gained full Staff support. This company's business references were limited to those Communities or Water Districts that had approximately the same customer base as Glenpool and users where the meters have been in service for a minimum of five years. All references contacted had only positive things to say regarding the product as well as the level of service being provided in the way of equipment warranties, replacement parts, timely delivery's, and overall customer service. Note that based on the unit costs in the equipment bid, Staff has made the decision to not only replace the older existing meters, but all meters in the system with new units. As noted in the bid tabulation, the original bid covered the total replacement of 3200 existing $\frac{3}{4}$ " meters along with retrofitting an additional 1100 electronic register devices on those existing $\frac{3}{4}$ " meters less than five years old. Considering the relative low cost of a complete meter change-out program, Staff has made the decision to replace all 4300 - $\frac{3}{4}$ " and 80 - 1" existing meters with new units for a total cost of \$668,449.92 - using the unit prices from RG3 Meter Company. Staff also requested an additional proposal from each of the two lowest Bidders covering installation labor that will be necessary to install all 4380 new meters being considered. As indicated in the attached Agreement with RG3, they have proposed a per/unit price of \$31.00 for each installation or a total cost of \$135,780.00 for all 4380 meters. The price received from the subcontractor Fortiline Meter Company uses was \$36.63/unit. Therefore, by using the RG3 unit price, the total meter replacement cost (equipment & labor) will be \$804,229.92 as specified in the proposed Agreement

As the Council and Board may recall, the Move Glenpool Forward Sales Tax Initiative identified this type of water meter replacement as one of the specific projects being proposed and as such earmarked \$850,000 in future sales tax revenue as the primary source of funding.

Staff Recommendation:

Staff recommends that the City Council and the GUSA Board approve the proposed Agreement with RG3 Meter Company in the amount of \$804,229.92 which covers the purchase of a total of 4380 meters and related equipment and the installation of all 4380 meters being purchased.

Attachment:

- A. Bid Tabulation
- B. Agreement for Meter Material, Equipment, and Installation

Agreement Between: **Owner and Contractor**

Page 1 of 10

Contract Type: **Meter Replacement and AMR Installation**

Document No. **RG302**

Agreement Date: 2/21/2017

BETWEEN the Owner:

Name: City of Glenpool, acting jointly with the Glenpool Utility Services Authority
Address: 12205 S. Yukon Ave.
Glenpool, OK 74033

and the **Contractor**:

RG3 Utilities, LLC General Partner of RG4 Endeavors, LP
2912 S. Access Rd.
Longview, TX 75602
Telephone Number: (903) 753-3456

for the following **Project**:

AMR Water Meter Project

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE
3	CONTRACT SUM
4	PAYMENT
5	INSURANCE
6	OWNER
7	CONTRACTOR
8	ADMINISTRATION
9	CHANGES IN THE WORK
10	TIME
11	PROTECTION OF PERSONS AND PROPERTY
12	CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS
14	TERMINATION OF THE CONTRACT
15	OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS AND GENERAL PROVISIONS**§1.1 CONTRACT DOCUMENTS**

The Contractor shall complete the Work, as defined in § 1.4 of this Agreement and described in the Contract Documents for the project. The Contract Documents consist of:

1. This Agreement signed by the Owner and Contractor;
2. Written orders for changes in the Work issued after execution of this Agreement.

§1.2 ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only by a written modification in accordance with Article 9.

§1.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§1.4 WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§1.5 GOODS

The term "Goods" means the products the Owner has agreed to purchase in accordance with the terms and conditions of this Contract. The Goods include, but are not limited to, meters and AMR/AMI system.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be 4/17/2017 or ten (10) working days after the Owner provides a list of all meters being changed and notice to proceed, whichever date is later, *provided that* all terms and conditions required for this Agreement to be eligible for the benefits of the Interlocal Participation Agreement attached hereto and incorporated herein as **Exhibit A** have been fulfilled in accordance with § 15.5 of this Agreement. The Contractor shall substantially complete the Work not later than One Hundred Fifty (150) calendar days from the date of commencement, subject to adjustment as provided in Article 9 and Article 10.

ARTICLE 3 CONTRACT SUM**§3.1 CONTRACT SUM**

Subject to additions and deductions in accordance with Article 9, the Contract Sum is:

Amount of Contract: **EIGHT HUNDRED FOUR THOUSAND TWO HUNDRED TWENTY NINE DOLLARS AND NINETY TWO CENTS (\$804,229.92)**

§3.2 VALUES RELATED TO THE WORK

For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

Item	Units and Limitations	Price per Unit (\$0.00)
Installation of 5/8" x 3/4" meters	4300	\$31.00
Installation of 1" Meters	80	\$31.00
Remove and replace existing meter box with a new box provided by the utility	As Needed	\$20.00
Remove and Reset the existing meter box (meter nuts or shut off outside the confines of the box, box set too low, etc.)	As Needed	\$20.00
Replace Curb Stop – Materials provided by city	As Needed	\$31.00

Pricing will be calculated on a per unit basis and will vary according to the type of service rendered.

§3.3 VALUES RELATED TO THE GOODS

For purposes of payment, the Contract Sum includes the following values related to products (the "Goods") the Owner has agreed to purchase in accordance with the terms and conditions of this Contract:

Item	Units and Limitations	Price per Unit (\$0.00)
PD07GBT – 5/8" X 3/4" METER WITH TESLA	EA	\$145.20
PD10GBT – 1" METER WITH TESLA	EA	212.08
TDRIVE75 – AMR SOFTWARE INCLUDING LAPTOP, TRANSCEIVER, INSTALLATION/TRAINING, AND INTEGRATION WITH INCODE	LS	\$27,123.52

Reoccurring Annual Fee (due on the anniversary of the date of Substantial Completion & paid to manufacturer)

Annual Software Maintenance Fee	ANNUAL	\$3,000.00
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ARTICLE 4 PAYMENT**§4.1 APPLICATION FOR PAYMENT**

The Contractor's invoice will act as an Application for Payment.

§4.2 PAYMENT TERMS FOR WORK

Payment terms for Work completed are due 30 days from the date the Contractor's invoice is received.

§4.3 RETAINAGE

No retainage shall be withheld.

§4.4 ACCEPTANCE, DELIVERY, AND PAYMENT FOR GOODS

§4.4.1 Payment for Goods is due upon receipt and acceptance.

§4.4.2 Upon receiving possession of the Goods, the Owner shall have a reasonable opportunity to inspect the Goods to determine if the Goods conform to the requirements of this Contract. If the Owner, in good faith, determines that all or a portion of the Goods are non-conforming, the Owner may return the Goods to the Contractor. The Owner must provide written notice to the Contractor of the reason for rejecting the Goods. The Contractor will have 30 days from the return of the Goods to remedy such defects under the terms of this Contract.

§4.4.3 In addition to any other right or remedy provided by law, if the Owner fails to pay for the Goods when due, the Contractor has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies as provided by Section 14. 1.

§4.4.4 Time is of the essence in the performance of this Contract. The Contractor will arrange for delivery, by carrier chosen by the Contractor according to the following schedule:

Quantity	Description	Delivery Date
2000	PD07GBT – 5/8" X 3/4" METER WITH TESLA	4/17/2017
2300	PD07GBT – 5/8" X 3/4" METER WITH TESLA	5/17/2017
80	PD10GBT – 1" METER WITH TESLA	4/24/2017
1	TDRIVE75 – LAPTOP, TRANSCEIVER, SOFTWARE	4/24/2017

*** The above schedule of Delivery will adjust to match the installation production rate***

§4.4.5 The Owner agrees to pay all taxes of every description, federal, state, and municipal, that arise as a result of this sale, excluding income taxes.

§4.5 INTEREST ON OVERDUE PAYMENT

(Reference: Texas Prompt Pay Act Subchapter B, Sec. 2251.025 *Interest on Overdue Payment*)

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of one percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mails or electronically transmits the payment.

§4.6 ATTORNEY FEES

In a formal administrative or judicial action to collect an invoice payment or interest due, the opposing party, which may be the governmental entity or the vendor, shall pay the reasonable attorney fees of the prevailing party.

§4.7 SUBSTANTIAL COMPLETION

§4.7.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can utilize the Work and Goods for their intended uses. Warranties required by the Contract Documents shall commence on the date of Substantial Completion.

§4.7.2 When the Work or designated portion thereof is substantially complete, the Contractor shall prepare a Certificate of Substantial Completion. The Owner will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete, the Owner shall execute the Certificate of Substantial Completion that shall establish the date of Substantial Completion and shall fix the beginning of the warranty period.

§4.8 FINAL PAYMENT

§4.8.1 On receipt of final invoice, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will promptly issue a Final Payment.

§4.8.2 Acceptance of Final Payment by the Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

ARTICLE 5 INSURANCE

§5.1 COVERAGES

The Contractor and any subcontractors not covered under the Contractor's insurance policy shall provide Contractor's / Subcontractor's general liability and other Insurance as follows:

Type of Insurance	Limit of Liability (\$0.00)
General Commercial Liability Per Occurrence	\$1,000,000.00
General Commercial Liability Per Aggregate	\$2,000,000.00

§5.2 PROPERTY INSURANCE

The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement.

§5.3 ADDITIONAL INSURED

Owner will be listed as additional insured on insurance policies designated in Article 5.1.

§ 5.4 CERTIFICATES

Contractor must provide certificates of insurance confirming coverage as provided by section 5.1 to the City on or before the date of this Agreement, and renewal certificates must be provided to the City at least 30 days before the date of expiration of any required coverage. Failure to maintain any required insurance or to furnish any required certificate will be a default under this Agreement.

ARTICLE 6 OWNER

§6.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§6.1.1 The Owner shall furnish a list of all meters to be replaced ten (10) working days prior to the Date of Commencement. If the Owner fails to provide a list of all meters to be replaced by the Date of Commencement listed in Article 2, the Date of Commencement will be adjusted to ten days after confirmed receipt of the list of all meters to be replaced by the Contractor.

§6.1.2 The Owner shall furnish a list of inactive accounts at the time of construction.

§6.1.3 The Owner shall provide reasonable assistance in locating meters as required.

§6.1.4 The Owner shall provide guidance and support in either the repair or replacement of sidewalks, curb stops, and roadways if same is included in the scope of Work as described in the Contract Documents.

§6.1.5 The Owner shall provide adequate personnel to shut off or assist in the shutting off water to large meters.

§6.1.6 The Owner shall provide all required notification and/or advertisement of project to Utility water customers through water bills or other means.

§6.1.7 The Owner shall manually read water meters through the Substantial Completion date of this project for verification of meter function and installation inspection purposes.

§6.1.8 The Owner shall identify any Work that will take place outside of utility easements at the time of construction.

§6.1.9 The Owner shall communicate with its billing service provider and grant the Contractor access to data necessary for integration. The Contractor shall pay any fees associated with data integration that the Owner's billing service provider imposes.

§6.1.10 The Owner shall be responsible for water line repairs farther than 36" away from the meter and may convey the responsibility to make repairs resulting from substandard water lines to the property owner. Nothing in this paragraph shall be construed as creating a right on behalf of any third party to require Owner to make any water line repairs.

§6.2 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§6.3 COSTS INCURRED

Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 7 CONTRACTOR

§7.1 SUPERVISION AND CONSTRUCTION PROCEDURES

§7.1.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§7.1.2 Typical replacement procedures will be as follows:

- Identify and confirm meter number that will be replaced
- Notify customer of task that will be performed and estimated time of service interruption
- Clean out meter box, removing all dirt to expose meter connections
- If backwash exists, pump out water to prevent debris from entering meter or customer's service line
- Remove water meter and old washers
- Flush service valve
- Install new meter and washers
- Open faucet at the nearest point to meter to flush out air
- Open service valve fully
- Inspect for any signs of leaks
- Record applicable data electronically including GPS coordinates
- Clean work area

§7.1.3 The Owner will inspect all meter installations. Inspection and acceptance of contractual compliance will be accomplished by a representative of the Owner.

§7.2 LABOR AND MATERIALS

§7.2.1 Unless otherwise provided in the Contract Documents, the Contractor will furnish all necessary supervision, labor, vehicles, tools and equipment necessary for meter installation. The Owner will supply repair parts as required for the meter installations. All meter boxes and valves will be supplied by the Owner.

§7.2.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§7.2.3 Field crews and supervisors shall wear identifying clothing items such as safety vests. All vehicles shall be equipped with the Contractor's logo.

§7.3 WARRANTY

Contractor will provide to Owner Contractor's standard manufacturer material warranties as attached hereto and incorporated herein as **Exhibit B** on the new water meters and AMR/AMI system installed under this Agreement from the time of the Owner's acceptance of the Work. These warranties cover any failure of parts, components, and installation techniques used to install the new water meters and AMR system. The manufacturer will warrant the new meters and AMR/AMI system but Contractor will provide the labor to repair or replace any defective device. A water pipe problem within 36", either side of the meter, is covered by this warranty. Any problem that is further than 36" from the meter is the responsibility of the Owner. The Owner will provide a detailed written account of work it considers defective including address, contact information, and specific problem so that the Contractor can remedy the same within seven days from receipt of written notice by Owner. The Contractor will have full access to customer property to the extent such access is within the control of Owner, and opportunity to remedy any work considered defective within seven days from the date of receipt of written notice or warranty will be waived regarding that incident. The Contractor shall not be liable for any failures which result solely from improper operation or maintenance on the Owner's part or which are due solely to normal wear and tear. Any vandalism or abuse of a meter or AMR/AMI system will void the warranty of that particular device. After the two-month warranty period has expired, standard equipment manufacturer material warranty will apply and all repair labor will be provided by the Owner.

§7.4 PERMITS, FEES AND NOTICES

The Contractor shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations, and lawful orders of public authorities and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules, and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§7.5 CLEANING UP

The Contractor shall clean the Work area upon completion of a meter replacement, remove any debris and trash related to the Work, and restore the Work area to substantially the same condition that it was in prior to Contract's performance of the Work. If grass, asphalt or concrete needs to be repaired, the Contractor shall notify appropriate personnel. The cost of any such repair shall be borne by the Contractor if the need for such repair was created by actions of the Contractor. Otherwise, the Owner will be responsible for such repairs.

§7.6 ACCOUNT DATA

At the end of each work day, the Contractor will supply, via email, an electronic report of meters installed for informational purposes only. At the end of each completed route, the Contractor will supply a functional electronic report of all meters installed that can be used to read the route.

ARTICLE 8 ADMINISTRATION

§8.1 ADMINISTRATOR

The Owner will provide administration of the Contract as described in the Contract Documents.

§8.2 INSPECTION

The Owner will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§8.3 PERFORMANCE OF THE WORK

The Owner will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and program in connection with the Work, since these are solely the Contractor's responsibility. The Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Parties understand and agree that Contractor at all times will be acting and performing as an independent contractor and not as an agent or employee of Owner.

§8.4 REJECTION OF THE WORK

The Owner has authority to reject Work that does not conform to the Contract Documents. The Owner will provide a detailed written account of work it considers not to conform to the Contract Documents including address, contact information, and specific problem so that the Contractor can remedy the same within seven days from receipt of written notice by Owner. The Contractor will have full access to customer property to the extent such access is within the control of Owner, and opportunity to remedy any work considered not to conform to the Contract Documents within seven days of receipt of written notice, or the Owner shall be deemed to have waived its right to reject Work regarding that non-conformance.

§8.5 INTERPRETATION OF PERFORMANCE

The Owner will promptly interpret and decide matters concerning performance under, and requirement of, the Contract Documents on written request from the Contractor.

§8.6 INTERPRETATION BY INTENT

Interpretations and decisions of the Owner will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

ARTICLE 9 CHANGES IN THE WORK

§9.1 CHANGE ORDERS

The Owner, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. Any additions, deletions or other revisions shall be deemed part of the Contract Documents and shall require written documentation of both parties.

§9.2 UNKNOWN CONDITIONS

If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 10 TIME**§10.1 TIME LIMITS**

Time limits stated in the Contract Documents are of the essence of the Contract.

§10.2 DELAYS

If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment by Owner at Contractor's request. Such equitable adjustment by Owner shall not be effective unless and until approved in writing by Owner, and such written approval shall not be unreasonably withheld.

§10.3 HOURS OF OPERATION

Work may be conducted Monday through Saturday between the hours of 8 AM and sunset, unless a site has "restricted access." Sites identified as "restricted access" shall be serviced only during normal hours of operation of the site and on Monday through Friday. There are some commercial establishments that the Contractor will have to work around certain business hours of operation in order to shut off the water. The Contractor will be responsible for contacting the property owner to schedule meter replacement and advise about any service interruption. The Owner will assist the Contractor in contacting the property owner if requested and will determine the course of action if the property owner is not able to schedule an appropriate time for meter replacement.

ARTICLE 11 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall make reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable. Any water pipe problem that is further than 36" from the meter is the responsibility of the Owner unless determined and agreed by the Parties to be attributable to intentional or negligent action of the Contractor by its agents or employees.

ARTICLE 12 CORRECTION OF WORK**§12.1 CORRECTION OF REJECTED WORK**

The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work.

§12.2 CORRECTION OF NON CONFORMING WORK

In addition to the Contractor's other obligations, including the Contractor's standard manufacturer material warranties, as attached hereto and incorporated herein as **Exhibit B** and all applicable warranties under the Contract, the Contractor shall, for a period of two months after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

ARTICLE 13 MISCELLANEOUS PROVISIONS**§13.1 ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract as a whole or in part without written consent of the other.

§13.2 GOVERNING LAW

The Contract shall be governed by the law of the State of Oklahoma and the ordinances of the City of Glenpool, OK, regardless of choice of law provisions. The exclusive forum for resolution of any dispute regarding this Agreement shall be in the state or federal courts having jurisdiction in Tulsa County, OK.

ARTICLE 14 TERMINATION OF THE CONTRACT**§14.1 TERMINATION BY THE CONTRACTOR**

If the Owner fails to make payment as provided in Section 4.4 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed.

§14.2 TERMINATION BY THE OWNER FOR CAUSE

§14.2.1 The Owner may terminate the Contract if the Contractor

1. Intentionally or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
3. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction after receipt of written notice describing the infraction; or
4. is otherwise guilty of substantial breach of a provision of the Contract Documents.

§14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

1. take possession of the site and of all materials thereon owned by the Contractor without cost to the Owner, and
2. finish the Work by whatever reasonable method the Owner may deem expedient.

§14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§14.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with a reasonable overhead and profit on the Work not executed, subject to Owner's review and approval, which shall not be unreasonably withheld.

ARTICLE 15 OTHER TERMS CONDITIONS**§15.1 LIMITATION OF LIABILITY**

Contractor agrees to indemnify and hold harmless Owner, including its officers, employees, agents and representatives, from and against any and all third party claims of any kind arising from or related to the Work performed pursuant to the Contract, and for the defense or settlement thereof, including, without limitation, costs of court, awards of damages, fines or penalties, reasonable attorneys' fees, and other costs of defense or of settlement, attempted settlement or alternative dispute resolution provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

§15.2 NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to and does not create rights or remedies in favor of any third parties.

§15.3 SEVERABILITY

If any part of the Contract Documents is held unenforceable by a court of competent jurisdiction and authority, the remainder of the Contract Documents shall be construed as if that portion held unenforceable were not part of the Contract Documents, and effect shall be given to the remainder of the Contract Documents to the extent possible without internal contradictions created by such severance.

§15.4 AUTHORITY TO ENTER INTO AGREEMENT

Contractor expressly warrants that the person signing this Agreement on behalf of Contractor is fully authorized and legally competent to execute this Agreement on Contractor's behalf.

Owner expressly warrants that the person signing this Agreement on behalf of Owner is fully authorized and legally competent to execute this Agreement on Owner's behalf.

§15.5 THE INTERLOCAL PURCHASING SYSTEM INTERLOCAL PARTICIPATION AGREEMENT

For purposes of compliance with the terms and conditions of the Oklahoma Interlocal Cooperation Act, at Title 74 §§ 1001, *et seq.* of the Oklahoma Statutes (the "Oklahoma Act") and with the terms and conditions of the Texas Interlocal Cooperation Act, at Title 7 §§ 791, *et seq.*, of the Texas Government Code (the "Texas Act"), the Parties to this Agreement represent that they are members of The Interlocal Purchasing System ("TIPS") with Region 8 Education Service Center, Pittsburg, Texas, and have taken all actions and adopted all measures required by either of the Oklahoma Act or the Texas Act in order to perform the functions and obtain the benefits of either Act and membership in TIPS. The Parties further agree that taking such actions and adopting such measures are conditions precedent for this Agreement to take effect or enter into force.

This Agreement entered into as of the day and year first written above.

**FOR THE CITY OF GLENPOOL/
GLENPOOL UTILITY SERVICE AUTHORITY**

OWNER *(Signature)*

Timothy Lee Fox, Mayor of the City of Glenpool and
Chair, Board of Trustees, Glenpool Utility Service
Authority

(Printed name, title and address)

12205 S. Yukon Avenue
Glenpool, OK 74033

CONTRACTOR *(Signature)*

Lee Gregory, Managing Member

(Printed name, title and address)

2912 S Access Rd
Longview, TX 75602

TIPS
The Interlocal Purchasing System

INTERLOCAL PARTICIPATION AGREEMENT
OKLAHOMA

Region 8 Education Service Center
Pittsburg, TX 75686

CITY OF GLENPOOL and

GLENPOOL UTILITY SERVICE AUTHORITY

Public Agency and Number

State of Oklahoma §

§

County of TULSA §

§

Region 8 Education Service Center

State of Texas §

§

County of Camp §

§

CD #: OK-991-565

(To be assigned by TIPS)

This Interlocal Participation Agreement (the "Agreement") is entered into by and between the undersigned political subdivision and public trust of the State of Oklahoma (together, the "Cooperative Member" or "Public Agency"), pursuant to the Oklahoma Interlocal Cooperation Act (the "OICA"), OKLA. STAT. ANN. tit. 74, §§ 1001, *et seq.*, and the Region 8 Education Service Center ("ESC 8"), a political subdivision of the State of Texas, pursuant to the Texas Interlocal Cooperation Act (the "TICA"), TEX. GOV'T CODE §§ 791.001 *et seq.*

WITNESSETH:

WHEREAS, ESC8 operates an interlocal purchasing department known as The Interlocal Purchasing System (TIPS); and

WHEREAS, Cooperative Members are authorized by OICA and TICA to contract or agree with one another and public agencies of other states to exercise and enjoy powers privileges and authority that each party to the Agreement is authorized to perform individually, such as the purchase of goods and services; and

WHEREAS, this Agreement was presented and considered at a lawfully called meeting of the Cooperative Member's governing bodies; and

WHEREAS, the Cooperative Member has determined that it is in its best interest to enter into the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the undersigned Cooperative Member and ESC 8 hereby promise and agree as follows:

TERMS AND CONDITIONS

1. ESC 8 and TIPS. ESC 8 is located in Pittsburg, Camp County, Texas. ESC 8 is governed by a board of directors composed of seven members and employs an executive director who serves as the chief executive officer of the service center. The executive director employs personnel as necessary to carry out the functions of the service center. TEX. EDUC. CODE § 8.003. The Interlocal Purchasing System ("TIPS"), a purchasing cooperative operated by ESC 8, is one branch of the service center that assists public agencies in Texas, and other states to receive the best possible pricing on products and services by competitively procuring according to Texas law various products for public agencies in Texas and other States.

2. Statutory Authority. The Oklahoma Interlocal Cooperation Act ("OICA") governs the power of public agencies, to include political subdivisions and public trusts in Oklahoma, to cooperate or contract with other governmental units. See OKLA. ST. ANN. tit. 74 §1001, *et seq.* OICA specifically permits local

Interlocal Agreement for The Interlocal Purchasing System

governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities, and political subdivisions of another state. OKLA. ST. ANN. tit. 74 §§1001, 1003.

Texas Education Code, Chapter 8, provides for the establishment and operation of regional education service centers, which are charged in part with enabling school districts to operate more efficiently and economically. TEX. EDUC. CODE § 8.001, *et seq.* The Texas Interlocal Cooperation Act authorizes local governments, such as regional education service centers, to contract with one another and with public agencies of other states, to increase the efficiency and effectiveness of local governments. TEX. GOV'T CODE §§791.001, *et seq.*

The Organization of Rural Oklahoma Schools (OROS) has determined that participation in TIPS satisfies all purchasing requirements of Oklahoma public agencies. This Agreement between the undersigned Oklahoma Public Agency and ESC 8 provides the legal process for participation in TIPS.

3. Governance of TIPS. TIPS employs an administrator who will represent both ESC 8 and cooperative members in the governance and joint administration of TIPS.

4. Term of Agreement; Termination. This Agreement is effective as of the TIPS Membership Activation Date written on page 5, for an initial term of one (1) year from the activation date. The Agreement shall be automatically renewed for successive calendar years unless either party gives written notice of non-renewal at least sixty (60) days prior to the expiration of the term. This Agreement may be terminated immediately, for convenience, and without cause by either party upon sixty (60) days prior written notice. The Agreement may also be terminated for cause at any time upon written notice stating the reason for and effective date of such termination and after giving the affected party a thirty (30) day period to cure any breach.

5. Services Performed. ESC 8, by this Agreement, agrees to provide cooperative purchasing services to the above-named Public Agency through TIPS, its administrative entity. TIPS's purpose is to obtain substantial savings for participating public agencies through volume purchasing.

6. Financing of the Agreement. The cooperative undertaking in this Agreement shall be financed by requiring vendors to pay up to a 2% commission based upon the total volume of goods sold and provided by said participating vendor. No costs shall be incurred by Cooperative Members.

7. Property Held Jointly. No property shall be held jointly between the parties of this agreement and thus no disposal provisions are required.

8. Role of TIPS.

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Initiate and implement activities related to the competitive procurement process according to Texas law and vendor selection process.
4. Provide members with procedures for ordering, delivery, and billing.

9. Role of the Cooperative Member.

1. Commit to participate in the program by an authorized signature in the appropriate space below.
2. Designate a contact person.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the Cooperative Member.
4. Prepare purchase orders or contracts issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.
5. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
6. Pay vendors in a timely manner for all goods and services received.
7. Send copies of purchase orders or contracts to TIPS for the record.

10. **General Provisions.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue for any disputes arising from the Agreement shall be in the county in which the administrative offices of ESC 8 are located, which is Camp County, Texas. Notwithstanding the foregoing governing law of Texas, nothing herein shall allow the Cooperative Member or its participation in the Cooperative's purchasing program (known as TIPS) to avoid compliance with or to violate any law of the State of Oklahoma.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation, with each party bearing their own costs and fees.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Oklahoma Public Agency Purchasing Contacts:

Primary Contact:	<u>ROGER KOLMAN</u>	Secondary Contact:	<u>JULIE CASTEEN</u>
Title:	<u>CITY MANAGER</u>	Title:	<u>FINANCE DIRECTOR</u>
Mailing Address:	<u>CITY OF GLENPOOL</u> <u>12205 S. YUKON AVENUE</u>	Mailing Address:	<u>CITY OF GLENPOOL</u> <u>12205 S. YUKON AVENUE</u>
Telephone:	<u>(918) 209-4645</u>	Telephone:	<u>(918) 209-4628</u>
Fax Number:	<u>(918) 209-4641</u>	Fax Number:	<u>(918) 209-4626</u>
e-mail address:	<u>rkolman@cityofglenpool.com</u>	e-mail address:	<u>jcasteen@cityofglenpool.com</u>

APPROVAL PROCESS:

Upon receipt of the Interlocal Agreement and the Public Agency governing bodies' Resolution to TIPS the following processes will be followed as conditions precedent for the Interlocal Agreement to be effective:

- Public Agency Membership Application will be logged in at **TIPS Office**
- Region 8 ESC Authorizing Signature will be obtained.
- Public Agency will submit documents to Oklahoma Attorney General for approval in accordance with § 1004F. of OICA.
- Public Agency will file documents with the County Clerk's Office.
- Public Agency will file documents with Oklahoma Secretary of State.
- Public Agency will fax, email or mail a copy of documents to TIPS after all signatures and filings have been completed.
- TIPS will Authorize Membership Activation and mail Vendor Directory and Welcome Packet to Public Agency.

If any additional information is needed, please contact TIPS at (866) 839-8477.

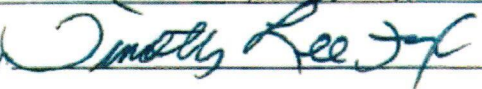
AUTHORIZATION

This Agreement was approved by the governing bodies of the respective parties at meetings that were posted and held in accordance with applicable Open Meetings laws. In addition, these documents will be approved by the Oklahoma Attorney General's Office; filed at the Tulsa County County Clerk's Office and filed with the Oklahoma Secretary of State. Upon completion of all these actions, this Public Agency will be a TIPS Member.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

APPROVAL SIGNATURES: (Blue Ink Required)

PUBLIC AGENCY NAME and NUMBER:
CITY OF GLENPOOL and GLENPOOL UTILITY
SERVICE AUTHORITY (acting jointly)

By: 

Printed Name: Timothy Lee Fox

Title: Mayor of City/Chairman, Board of Trustees
Of Authority

Date: February 6, 2017

REGION 8 EDUCATION SERVICE CENTER

By: 

Authorized Signature

Executive Director

Date: Feb 8, 2017

X As provided by § 1004F. of the Oklahoma Act, the City Clerk has submitted this fully executed Interlocal Participation Agreement to the Oklahoma Attorney General who shall determine whether the Agreement is in proper form and compatible with the laws of the State of Oklahoma. The Attorney General shall approve the Agreement as submitted unless the Attorney General finds that it does not meet the conditions set forth in the Act and details in writing, addressed to the City of Glenpool City Council, the specific respects in which the Agreement fails to meet the requirements of law. Failure to disapprove the Agreement submitted hereunder within sixty (60) days of its submission shall constitute approval thereof.

- OR -

Date Submitted: February 24, 2017

(Seal if required)

Printed Name _____

Filing Date: _____

(Seal if required)

Printed Name _____

Filing Date: _____

TIPS MEMBERSHIP ACTIVATION DATE: February 8, 2017



Tesla 4 TR Component Warranty (T4)

Scope of Warranty

This warranty applies exclusively to RG3 Meter Company Tesla TR 4 Registers ("product") purchased and manufactured after January 1, 2014 and (1) used in accordance with RG3 Meter Company's published Technical Specifications and (2) when installed in accordance with RG3 Meter Company's published installation instructions, both as in effect as of the date of RG3 Meter Company's shipment of the product. This guarantee applies exclusively to the original utility purchaser when product is purchased from either RG3 Meter Company or an RG3 Meter Company authorized Distributor.

Materials and Workmanship

If used and installed as described above, RG3 Meter Company guarantees product covered by this guarantee to be free from defects in materials and workmanship for a period of 12 years after shipment by RG3 Meter Company, and at a prorated percentage of the current list prices in effect for the year product is accepted by RG3, according to the schedule below:

Year of Failure Replacement Cost

Years	Replacement Cost
1-12	Full Replacement
13-14	40%
15-16	45%
17-18	50%
19	55%
20	60%
21	65%
22	70%
23	75%
24*	80%
25*	90%

***Year 24 and 25 not valid for registers used in an AMI or hybrid system**

Claims

Any product covered by this guarantee that fails to meet the terms of the stated guarantee will be repaired or replaced, at the option of RG3 Meter Company, per the pro-rated schedule provided above. The replacement or repaired product will maintain the original warranty based on the original ship date. The customer is responsible for removing the product from service, returning it to the factory service center designated by RG3 Meter Company, providing a written RG3 Return Materials Authorization form (available at www.rg3meter.com) with the returned product, and for freight costs to the service center. Customer will also be responsible for freight from the service center if returned product performs as intended, is not eligible for warranty consideration, or does not meet warranty specifications. Customer is also responsible for reinstalling repaired or replaced product. Any product replaced becomes the property of RG3 Meter Company.



Tesla 4 TR Component Warranty (T4)

Limits of Liability

This warranty shall not apply to any Product repaired or altered by any party other than RG3 Meter Company. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with RG3 Meter Company's instructions. This warranty does not apply to product damaged by vandalism, negligence, physical damage, installation not in accordance with RG3 Meter Company's installation instructions, used in a manner other than designed, misapplication, or other use not as described above or in the technical specifications, acts of God or other conditions beyond the control of RG3 Meter Company. Any description of product, whether in writing or made orally by RG3 Meter Company or its agents, specifications, samples, literature, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any customer's order are for the sole purpose of identifying product and shall not be construed as an express or implied guarantee. Any suggestions by RG3 Meter Company or its agents regarding use, application or suitability of product shall not be construed as an express or implied guarantee unless confirmed to be such in writing by RG3 Meter Company. The laws of the State of Texas, excluding its conflicts of law rules shall exclusively govern this warranty. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

THE FOREGOING EXPRESS GUARANTEE IS IN LIEU OF ALL OTHER GUARANTEES OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY (EXCEPT FOR WARRANTY OF TITLE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY AND RG3 METER COMPANY'S AND ITS AUTHORIZED DISTRIBUTORS' SOLE LIABILITY ON ANY CLAIM, WHETHER IN TORT (INCLUDING STRICT LIABILITY), NEGLIGENCE, CONTRACT, WARRANTY OR OTHERWISE. PRODUCT WHICH FAILS TO MEET THE TERMS OF THE GUARANTEE STATED ABOVE, SHALL BE LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED ABOVE. IN NO EVENT SHALL RG3 METER COMPANY AND/OR ITS AUTHORIZED DISTRIBUTORS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS AND CLAIMS OF CUSTOMERS OF THE CUSTOMER OR OTHER THIRD PARTIES. PRORATION PERCENTAGES WILL BE APPLIED AGAINST PUBLISHED LIST PRICES IN EFFECT AT THE TIME THE PRODUCT IS ACCEPTED BY RG3 METER COMPANY UNDER WARRANTY CONDITIONS. THE WARRANTIES CONTAINED ABOVE HEREOF ARE THE ONLY WARRANTIES WITH RESPECT TO THE LISTED PRODUCTS, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, BETWEEN THE PARTIES OR ARISING BY LAW. IN PARTICULAR, RG3 METER COMPANY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES SHALL BE VOID IN THE EVENT THAT THE FAILURE OR DEFECT IN THE LISTED PRODUCT HAS ARISEN AS A RESULT OF THE PRODUCT BEING USED FOR ANY PURPOSE OTHER THAN THAT WHICH WAS INTENDED AND APPROPRIATE AT THE TIME OF MANUFACTURE INCLUDING USE IN A CONFIGURATION OTHER THAN AS RECOMMENDED BY RG3 METER COMPANY, DATA LOGGING EXCESSIVELY, OR AS A RESULT OF IMPROPER INSTALLATION OR MAINTENANCE. RG3 METER COMPANY'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. RG3 METER COMPANY SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY RG3 METER COMPANY, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

The limitations on liability set forth in this Warranty Agreement are fundamental inducements to RG3 Meter Company for entering into this Warranty Agreement. Such limitations on liability apply unconditionally and in all respects and are to be interpreted broadly to provide the RG3 Meter Company with the maximum protection permitted under law.

As allowed by the laws of Texas, no damages will be recoverable and no Cause of Action may be instituted under this Warranty Agreement by anyone against RG3 Meter Company more than one year after a party knew or should have known a Cause of Action first arose.



Panasonic Toughbook 53



Specifications

Durability

- MIL-STD-810G certified (**3' drop, shock, vibration, dust, altitude, high/low temperature, temperature shock, humidity**)
- Spill-resistant keyboard
- Optional hard drive heater
- Magnesium alloy case with handle
- Shock-mounted flex-connect hard drive with quick-release
- Pre-installed replaceable screen film

Software

- Windows® 8 Pro 64-bit (with Windows® 7 downgrade option)
- AMRSS Route Software

CPU

- Intel® Core™ i5-3340M vPro™ Processor
 - 2.7GHz with Turbo Boost up to 3.4GHz
 - Intel Smart Cache 3MB



Storage & Memory

- 4GB or 8GB SDRAM (DDR3L-1333MHz)
- Shock-mounted flex-connect hard drive with quick-release
 - 500GB 7200rpm
 - Optional hard drive heater
 - Optional 128GB, 256GB and 512GB reinforced flex-connect SSD with heaters

Display

- 14.0" High Definition (720p) LED 1366 x 768
- Optional touchscreen
 - Panasonic CircuLumin™ technology (2-850 nit, AR and AG screen treatments, circular polarizer)
- Anti-reflective and anti-glare screen treatments
- Video controller: Intel® QM77
 - max. 1416MB shared VRAM with 32-bit
- External video support up to 1920 x 1200 at 16.7 million colors
- Concealed mode (configurable)

Keyboard & Input

- Optional - Touchscreen with integrated stylus holder
- 87-key with dedicated Windows® key
- Oversized electrostatic touch-pad with multi touch support
- Optional back-lit emissive keyboard

Multimedia Bay

- DVD Super MULTI Drive

Expansion Slots

- PC card type II x 1
- SD card (SDXC)
- ExpressCard/54 x 1

Audio

- Intel® high-definition audio compliant
- Integrated stereo speakers
- Keyboard volume and mute controls

Dimensions & Weight

- 11.1"(L) x 13.4"(W) x 1.8-2.2"(H)
- 5.6 lbs., 5.8 lbs., 6.5 lbs.

Warranty

- 3-year limited warranty, parts and labor

RG3 Meter Company
 2912 S. Access Rd.
 Longview TX, 75602
 Ph:903-753-3456 Fax:903-753-5678
www.rg3meter.com



Panasonic Toughbook 53



Specifications

Interface

- Docking connector Dedicated 100-pin
- HDMI Type A
- VGA D-sub 15-pin
- Headphones/speaker Mini-jack stereo
- Microphone/line in Mini-jack stereo
- Serial D-sub 9-pin
- USB 3.0 (x 2), USB 2.0 (x 2) 4-pin
- Optional IEEE 1394a (FireWire)5,7 4-pin
- 10/100/1000 Ethernet RJ-45
- Optional 10/100 2nd LAN (Ethernet)5,7 RJ-45
- Optional 56K Modem5,7 RJ-11

Wireless

- Optional integrated 4G LTE multi carrier mobile broadband with Satellite GPS
- GPS (SiRFstarIII™)
- Intel® Centrino® Advanced-N 6235 802.11a/b/g/n
- Bluetooth® v4.0 + EDR (Class 1)
- Security
 - Authentication: LEAP, WPA, 802.1x, EAP-TLS, EAP-FAST, PEAP
 - Encryption: CKIP, TKIP, 128-bit and 64-bit WEP, Hardware AES
- Optional dual high-gain antenna pass-through
- Slide on/off switch

Power Supply

- Battery operation8
 - Elite model—11 hours (long life battery)
 - Lite model—8 hours (lightweight battery)
- Battery charging time: 2 hours
- Optional Long life Li-Ion battery pack (10.8V, typical 6750mAh, minimum 6300mAh)
- AC Adapter: AC 100V-240V 50/60Hz, auto sensing/switching worldwide power supply

Power Management

- Suspend/Resume Function, Hibernation, Standby, ACPI BIOS

Security Features

- Password Security: Supervisor, User, Hard Disk Lock
- Kensington cable lock slot
- Trusted platform module (TPM) security chip v.1.2
- Computrace® theft protection agent in BIOS
- Intel® Anti-Theft Technology
- Optional fingerprint reader
- Optional insertable SmartCard reader
- Optional 13.56MHz contact-less SmartCard/RFID reader
 - ISO 15693 and 14443 A/B compliant

Integrated Options

- Optional 4G LTE multi carrier mobile broadband with satellite GPS
- 720P webcam and digital mic5
- Back-lit emissive keyboard
- 2nd LAN (10/100) or FireWire or RJ-11 Modem or Dual antenna pass-through5,7
- Insertable SmartCard reader
- Contact-less SmartCard/RFID reader5,10
- Fingerprint reader5,10
- Hard drive heater
- 128GB, 256GB and 512GB solid state drives (SSD) with heaters





Transceiver Warranty

Scope of Warranty

This warranty applies exclusively to RG3 Meter Company Transceivers ("product") purchased and manufactured after August 1, 2012 and (1) used in accordance with RG3 Meter Company's published Technical Specifications and (2) when installed in accordance with RG3 Meter Company's published installation instructions, both as in effect as of the date of RG3 Meter Company's shipment of the product. This guarantee applies exclusively to the original utility purchaser when product is purchased from either RG3 Meter Company or an RG3 Meter Company authorized Distributor.

Materials and Workmanship

If used and installed as described above, RG3 Meter Company guarantees product covered by this warranty to be free from defects in materials and workmanship for a period 18 months after shipment by RG3 Meter Company.

Claims

Any product covered by this guarantee that fails to meet the terms of the stated guarantee will be repaired or replaced, at the option of RG3 Meter Company. The replacement or repaired product will maintain the original warranty based on the original ship date. The customer is responsible for removing the product from service, returning it to the factory service center designated by RG3 Meter Company, providing a written RG3 Return Materials Authorization form (available at www.rg3meter.com) with the returned product, and for freight costs to the service center. Customer will also be responsible for freight from the service center if returned product performs as intended, is not eligible for warranty consideration, or does not meet warranty specifications. Customer is also responsible for reinstalling repaired or replaced product. Any product replaced becomes the property of RG3 Meter Company.

Limits of Liability

This warranty shall not apply to any Product repaired or altered by any party other than RG3 Meter Company. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with RG3 Meter Company's instructions. This warranty does not apply to product damaged by vandalism, negligence, physical damage, installation not in accordance with RG3 Meter Company's installation instructions, used in a manner other than designed, misapplication, or other use not as described above or in the technical specifications, acts of God or other conditions beyond the control of RG3 Meter Company. Any description of product, whether in writing or made orally by RG3 Meter Company or its agents, specifications, samples, literature, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any customer's order are for the sole purpose of identifying product and shall not be construed as an express or implied guarantee. Any suggestions by RG3 Meter Company or its agents regarding use, application or suitability of product shall not be construed as an express or implied guarantee unless confirmed to be such in writing by RG3 Meter Company. The laws of the State of Texas, excluding its conflicts of law rules shall exclusively govern this warranty. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.



Transceiver Warranty

Limits of Liability

THE FOREGOING EXPRESS GUARANTEE IS IN LIEU OF ALL OTHER GUARANTEES OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY (EXCEPT FOR WARRANTY OF TITLE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY AND RG3 METER COMPANY'S AND ITS AUTHORIZED DISTRIBUTORS' SOLE LIABILITY ON ANY CLAIM, WHETHER IN TORT (INCLUDING STRICT LIABILITY), NEGLIGENCE, CONTRACT, WARRANTY OR OTHERWISE, PRODUCT WHICH FAILS TO MEET THE TERMS OF THE GUARANTEE STATED ABOVE, SHALL BE LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED ABOVE. IN NO EVENT SHALL RG3 METER COMPANY AND/OR ITS AUTHORIZED DISTRIBUTORS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS AND CLAIMS OF CUSTOMERS OF THE CUSTOMER OR OTHER THIRD PARTIES.

THE WARRANTIES CONTAINED ABOVE HEREOF ARE THE ONLY WARRANTIES WITH RESPECT TO THE LISTED PRODUCTS, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, BETWEEN THE PARTIES OR ARISING BY LAW. IN PARTICULAR, RG3 METER COMPANY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES SHALL BE VOID IN THE EVENT THAT THE FAILURE OR DEFECT IN THE LISTED PRODUCT HAS ARISEN AS A RESULT OF THE PRODUCT BEING USED FOR ANY PURPOSE OTHER THAN THAT WHICH WAS INTENDED AND APPROPRIATE AT THE TIME OF MANUFACTURE INCLUDING USE IN A CONFIGURATION OTHER THAN AS RECOMMENDED BY RG3 METER COMPANY, DATA LOGGING EXCESSIVELY, OR AS A RESULT OF IMPROPER INSTALLATION OR MAINTENANCE. RG3 METER COMPANY'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. RG3 METER COMPANY SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY RG3 METER COMPANY, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

The limitations on liability set forth in this Warranty Agreement are fundamental inducements to RG3 Meter Company for entering into this Warranty Agreement. Such limitations on liability apply unconditionally and in all respects and are to be interpreted broadly to provide the RG3 Meter Company with the maximum protection permitted under law.

As allowed by the laws of Texas, no damages will be recoverable and no Cause of Action may be instituted under this Warranty Agreement by anyone against RG3 Meter Company more than 18 months after a party knew or should have known a Cause of Action first arose.



Perpetual® Low Lead Meters Positive Displacement Cold Water Meter Warranty

5/8" (DN 15mm), 3/4" (DN 20mm), 1" (DN 25mm)



Scope of Warranty

This warranty applies exclusively to RG3 Meter Company C700 Perpetual® water meters and direct read registers ("product") purchased and manufactured after August 1, 2012 and (1) used in potable water below 120° F in accordance with RG3 Meter Company's published Technical Specifications and (2) when installed in accordance with RG3 Meter Company's published installation instructions, both as in effect as of the date of RG3 Meter Company's shipment of the product. This guarantee applies exclusively to the original utility purchaser when product is purchased from RG3 Meter Company or an authorized distributor.

Materials and Workmanship

If used and installed as described above, RG3 Meter Company guarantees product covered by this guarantee to be free from defects in materials and workmanship for a period of 12 months after installation or 18 months after shipment by RG3 Meter Company, whichever occurs first.

Case Integrity

If used and installed as described above, RG3 Meter Company guarantees that the low lead bronze main cases of C700 Perpetual® meters will retain their structural integrity for a period of 25 years from date of RG3 Meter Company's shipment.

Register Functionality

If used and installed as described above, RG3 Meter Company guarantees that its direct read registers will function for 25 years from date of manufacture by RG3 Meter Company. AMR/AMI, encoder, and pulse register warranties are specified separately.

New Meter Accuracy

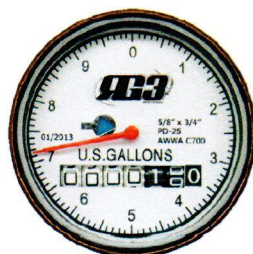
If used and installed as described above, RG3 Meter Company guarantees new C700 Positive Displacement Perpetual® meters covered by this warranty will meet or exceed the latest AWWA C700 New Meter Accuracy Standards until the first occurring event as specified below:

- 5/8" 10 years from date of RG3 Meter Company shipment or registered usage of 1,500,000 U.S. gallons;
- 3/4" 10 years from date of RG3 Meter Company shipment or registered usage of 1,500,000 U.S. gallons;
- 1" 10 years from date of RG3 Meter Company shipment or registered usage of 1,500,000 U.S. gallons;

Repaired Meter Accuracy

If used and installed as described above, RG3 Meter Company further guarantees that repaired C700 Perpetual® meters covered by this guarantee will meet or exceed the latest AWWA C700 repaired meter accuracy standards until the first occurring event as specified below:

- 5/8" 15 years from date of RG3 Meter Company shipment or registered usage of 2,500,000 U.S. gallons;
- 3/4" 15 years from date of RG3 Meter Company shipment or registered usage of 2,500,000 U.S. gallons;
- 1" 15 years from date of RG3 Meter Company shipment or registered usage of 3,250,000 U.S. gallons;



Perpetual® Low Lead Meters

Positive Displacement Cold Water Meter Warranty

5/8" (DN 15mm), 3/4" (DN 20mm), 1" (DN 25mm)

Extended Low Flow Accuracy

If used and installed as described above, RG3 Meter Company further guarantees that new C700 Perpetual® meters covered by this guarantee will meet or exceed the latest RG3 low flow accuracy standards until the first occurring event as specified below:

5/8" 5 years from date of RG3 Meter Company shipment or registered usage of 675,000 U.S. gallon;

3/4" 5 years from date of RG3 Meter Company shipment or registered usage of 675,000 U.S. gallons;

1" 5 years from date of RG3 Meter Company shipment or registered usage of 1,100,000 U.S. gallons;

Claims

Any product covered by this guarantee that fails to meet the terms of the stated guarantee will be repaired or replaced, at the option of RG3 Meter Company, according to the pro-rated schedule provided above. The replacement or repaired product will maintain the original warranty based on the original ship date. The customer is responsible for removing the product from service, returning it to the factory service center designated by RG3 Meter Company, providing a written RG3 Return Materials Authorization form (available at www.rg3meter.com) with the returned product, and for freight costs to the service center. Customer will also be responsible for freight from the service center if returned product performs as intended, is not eligible for warranty consideration, or does not meet warranty specifications. Customer is also responsible for reinstalling repaired or replaced product. Any product replaced becomes the property of RG3 Meter Company.

Limits of Liability

This warranty does not apply to product damaged by aggressive water conditions, foreign matter in water, vandalism, negligence, physical damage, installation not in accordance with RG3 Meter Company's installation instructions, misapplication or other use not as described above, acts of God or other conditions beyond the control of RG3 Meter Company. If a product is claimed to breach the accuracy guarantees as stated herein, the customer shall submit a certified copy of the test results at the time the product is returned to RG3 Meter Company. The guarantees as to accuracy shall be void if an examination of the customer's water supply shows an unusually adverse effect on product. Any description of product, whether in writing or made orally by RG3 Meter Company or its agents, specifications, samples, literature, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any customer's order, inconsistent with the terms of this warranty, are for the sole purpose of identifying product and shall not be construed as an express or implied guarantee. Any suggestions by RG3 Meter Company or its agents regarding use, application or suitability of product shall not be construed as an express or implied guarantee unless confirmed to be such in writing by RG3 Meter Company. The laws of the State of Texas, excluding its conflicts of law rules shall exclusively govern this warranty. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

THE FOREGOING EXPRESS GUARANTEE IS IN LIEU OF ALL OTHER GUARANTEES OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY (EXCEPT FOR WARRANTY OF TITLE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY AND RG3 METER COMPANY'S AND ITS AUTHORIZED DISTRIBUTORS' SOLE LIABILITY ON ANY CLAIM, WHETHER IN TORT (INCLUDING STRICT LIABILITY), NEGLIGENCE, CONTRACT, WARRANTY OR OTHERWISE, FOR ANY PRODUCT WHICH FAILS TO MEET THE TERMS OF THE GUARANTEE STATED ABOVE, SHALL BE LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED ABOVE. IN NO EVENT SHALL RG3 METER COMPANY AND/OR ITS AUTHORIZED DISTRIBUTORS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS AND CLAIMS OF CUSTOMERS OF THE CUSTOMER OR OTHER THIRD PARTIES.

The limitations on liability set forth in this Warranty Agreement are fundamental inducements to RG3 Meter Company for entering into this Warranty Agreement. Such limitations on liability apply unconditionally and in all respects and are to be interpreted broadly to provide the RG3 Meter Company with the maximum protection permitted under law.

To the extent allowed by the laws of Texas, no damages will be recoverable and no Cause of Action may be instituted under this Warranty Agreement by anyone against RG3 Meter Company more than one year after a party knew or should have known a Cause of Action first arose.



City of Glenpool, OK

12205 S. Yukon Ave.

Glenpool, OK 74033



RG3 AMR Water Meter System Pricing Proposal

<u>Product No.</u>	<u>Item</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>	<u>Installation Cost</u>	<u>Installation</u>
						<u>per unit</u>	<u>Total</u>
PD07GBHECO	5/8" x 3/4" meter with Tomahawk/Ecopoint	4,300	EA	\$145.20	\$624,360.00	\$31.00	\$133,300.00
PD10GBHECO	1" meter with Tomahawk/Ecopoint	80	EA	\$212.08	\$16,966.40	\$31.00	\$2,480.00
PD15GBHECO	1 1/2" Meter with Tomahawk/Ecopoint	0	EA	\$497.20	\$0.00	\$400.00	\$0.00
PD20GBHECO	2" Meter with Tomahawk/Ecopoint	0	EA	\$642.40	\$0.00	\$400.00	\$0.00
THECO	Tomahawk/Ecopoint Endpoint	0	EA	\$110.00	\$0.00	\$20.00	\$0.00
CM20THECO	2" Compound Meter with Tomahawk/Ecopoint	0	EA	\$1,130.80	\$0.00	\$400.00	\$0.00
CM30THECO	3" Compound Meter with Tomahawk/Ecopoint	0	EA	\$1,416.80	\$0.00	\$650.00	\$0.00
CM40THECO	4" Compound Meter with Tomahawk/Ecopoint	0	EA	\$1,644.72	\$0.00	\$800.00	\$0.00
CM60THECO	6" Compound Meter with Tomahawk/Ecopoint	0	EA	\$2,208.80	\$0.00	\$1,500.00	\$0.00
	<u>SubTotal</u>				\$641,326.40		
TDRIVE75	AMR Software including Laptop, Transciever, Software, Installation/Training, and Integration with Incode	1	LS	\$27,123.52	\$27,123.52		
	<u>SubTotal</u>				\$27,123.52		
					<u>TOTAL</u>	\$668,449.92	\$135,780.00
					<u>Total Proposal</u>	\$804,229.92	

February 8, 2017

City of Glenpool RFP response

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I. General Company Description Summary:

Sooner Meter Sales and Service is a world class utility service organization that has been providing meter installation, meter testing and meter sales to Municipalities and Electric Cooperatives and for over 20 years. The company is based in Duncan, Oklahoma and Spicewood, Texas and has 33 employees across 6 states throughout the southern region. In addition, Sooner Meter installs an average of 225K electric and water meters annually and inspects and tests approximately 4-6K commercial electric meters through its field service division. We average 20-25 projects a year.

II. Management and Organization

Jeff DeVries CEO

Is a seasoned executive professional with more than 20 years of experience in the electric, water, & gas utility industry with a relentless pursuit for the highest quality of service to the customers. He has a proven track record working with multi utility customer like Colorado Springs, Water One, Xcel Energy, Austin Energy, and Puget Sound Energy. Plus, he has worked hand in hand with City of Oxford, Hamilton County Electric Cooperative, Austin Energy, Oncor, and AEP Texas.

Glen Brakner COO

Glen is responsible for customer delivery, deployment services and operations of the Sooner Meter products and services. He has over 15 years of Metering and AMI deployment experience. He has directly managed deployment operation of over 1.5M meter, along with the deployment with Kansas City Power & Light, Westar Energies, Kansas Gas Services and Water One. Glen has a proven track record and has worked hand in hand with the numerous RECs, IOUs and Municipalities including City of Monette, City of Imboden, Northwestern Electric Cooperative, Wood County Electric Cooperative, Austin Energy, Oncor, and AEP Texas deployments. He has a keen focus on operational execution and keeps safety as a core business principle.

Terry Riggle SVP of Sales

Terry is the founder of Sooner Meter Sales and Service. Terry brings 20 years of experience in sales and operation in utility and metering services. Terry has consistently been the regional leader in meter installations and services. He has worked both large and small multi utilities to include City of Buda in Texas, City of Kingman in Kansas, CenterPoint Energy in Houston, and DEMCO in Baton Rouge. He has a keen focus on maintaining the highest level of customer services as core business principle.

III. Pricing for installation of water meters:

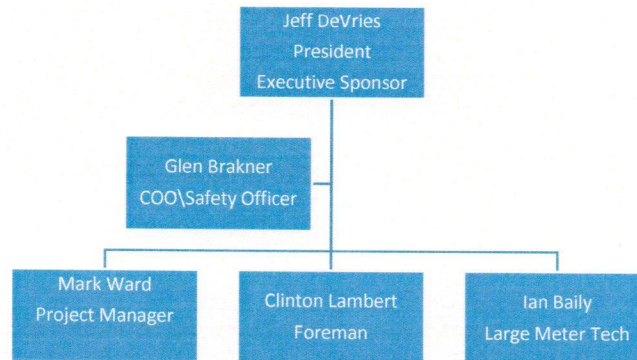
Water Meter Installations Pricing			
Model/Capacity	Qty	Price	Total price
3/4 InchX 5/8 Inch	4400	\$ 36.63	\$161,172.00
1 Inch	80	\$ 36.63	\$2,930.40
2 Inch	30	\$ 221.00	\$6,630.00
Box and Lid Replacement	TBD	\$ 45.00	\$0.00
Special Job Hourly Rate	\$92.50		
Totals			\$170,732.40

IV. Pricing Assumptions Water Installations:

1. Zenner\City of Glenpool will provide initialization handhelds if required for installation.
2. Sooner Meter will make repairs within the scope of conducting the meter exchange. In the event the break occurs outside of the meter exchange envelop we will turn over repairs to the City of Glenpool.
3. Assume City of Glenpool will conduct the customer mailing and provides door hangers if required
4. Assume City of Glenpool provides all material for water meter installs to include gaskets, additional bolts for larger meters, and any water proof connectors for antennas.
5. Sooner Meter will provide the work order system and integrations to City of Glenpool CIS system.
6. All lid cutting is included in the price model.
7. Water Module installation is included in the above pricing.
8. Sooner Meter will assume responsibility for oversight of inventory and material management.
9. Sooner Meter intends to use a Vac trailer for pit clean out and repair activities where applicable. Pit clean out is included in the pricing unless an event occurs that is out of scope of the normal meter change out process.
10. Special job hours are charged when there is any plumbing performed that is out of the scope of a standard meter change out. For example: Galvanized line breaks, improper plumbing that has to fixed prior to or after the installation is or can be performed. Also, special job hours are charged when a meter box takes longer than 20 minutes to dig or replace due to rocks, debris, tree roots or other obstructions that have to be moved in order to facilitate the meter change out.
11. Assume no performance or bid bound is required.

12. Concreate removal and repair will be conducted under a time and material arrangement at the special hourly rate.
13. Meter Storage is provided by the City of Glenpool
14. Lid replacement is included in the meter change out price as long as the lid exchange can be done at the same time.

VI. Organization Structure:



VII. Project Plan

We estimate that the project will take between 12-16 weeks depending on weather and other external factors. Sooner Meter will work with the City of Glenpool to refine the overall timeline and scale up or down to fit City of Glenpool overall business needs. Sooner Meter's work crew will include a team lead/supervisor. Our team lead/supervisor would be a seasoned individual who has run similar projects previously. Other team members will either be existing employees or on occasion we are able to find qualified individuals locally. Many times these local individuals are retired utility personnel. Regardless, all of our employees go through a background check, drug test, and extensive training process. We do 100% QA of installed meters for the first two weeks and 5% random QA samples weekly thereafter.

VIII. Project Schedule

Onsite kick off meeting milestone	TBD
Initial data exchange milestone	TBD
Data validation milestone	TBD
Work flow in field testing milestone	TBD
Production install start	TBD
Project close out	TBD

IX. Work order and Data Integration

1. Features

- a. SEDC, NISC, and many other CIS package integrations
- b. Wireless GPS
- c. Embedded image capture provides audit proof for Out Readings
- d. Meter Installs follow Meter Read scheduled routing per utility specifications
- e. Preload of old meter data ensures accurate change out
- f. Track work progress via internet 24/7
- g. Data returned to utility in most any desired format

2. Validations

- a. In field validation of every data entry ensures accurate information
- b. New meter numbers scanned in for accuracy and compared to preloaded list of available meters
- c. Meter reading dates preloaded to allow utility defined blackout period
- d. Meters cannot be changed out during blackout period
- e. Database post processing ensures data integrity and accurate billing
- f. Follow up reporting provided for meters not found in field, or inaccessible for change out after multiple efforts to access site

X. Sooner Meter Residential and Commercial Water Meter Installation Checklist

- a. Pit Vac activities:
 - a. Ensure residential water pit's are vacuumed to a depth of 10-14 inches below the existing water meter.
 - b. Ensure commercial water pits are vacuumed to a depths of 16-20 inches below existing water meter.
- b. Try and make Contact with consumer to notify them of water service interruption.
- c. When applicable cut the antenna hole in the lid which is dependent of manufacture and type of device.
- d. Ensure curb stop is in the off position
- e. Inspect the vacuumed pit to ensure all debris is removed and all clean air and setback requirements are meet.
- f. Take photo of exiting meter to include index.
- g. Capture meter reading in work order tools.
- h. Remove existing water meter and inspect both pipes to ensure they are clear and serviceable.
- i. Replace gaskets and install new water meter.
- j. Turn on curb stop ¼ turn and inspect for leaks.
- k. Turn on curb stop to on position.
- l. Flush line with outside faucet.⁶

- l. Take photo of new meter
- m. Capture new meter reading which typically is "0".
- n. Install antenna in to lid and position lid back on pit.
- o. Ensure work area is clean of old material.

XI. Safety Program Summary

1. Each employee wears PPE gear to include the following:
 - Safety glasses
 - Protective foot wear
 - High Viz vest
2. Employee are issued appropriate contractor ID badge
3. Daily/Weekly tailgate meeting are conducted to review the safety guidelines and review any field incidents.
4. In the event a meter exchange results in a unsafe meter can condition our employees will follow the local utility procedures and wait onsite until a utility personal arrives.

XII. References

City of Monette

Attn: Jerry Lamar
119 N Edmonds Ave,
Monette, AR 72447
PH (870) 930-6993
monettesewer@gmail.com

City of Imboden

Attn: Nick Bagwell
308 S Hendrix
Imboden, AR, 72434
Ph (870) 679-0481

4-County Electric Power Association

Attn: Bob Edwards
P.O. Box 351
Columbus, MS 39703-0351

Delta Electric Power Association

Attn: Harold Pittman
P.O. Box 935
Greenwood, MS
38935 Ph
#(662)453-3037

Natchez Trace EPA

Attn: James Pettit
P.O. Box 609
Houston, MS
38851 Ph
#(662)456-3037

NEOEC

Attn: Brad Myers
P.O. Box 948
Vinita, OK
74301 Ph
#(918)256-
9319

North Central EPA

Attn: Mark Nichols
P.O. Box 405
Byhalia, MS
38611 Ph #(901-
606-3737)

Sequachee Valley Electric Coop

Attn: Danny Kerkendoll
512 Cedar Ave.
South Pittsburg, TN
37380 Ph #(423)718-
9744

Southeastern Electric Coop

Attn: John Pollard
P.O. Box 388
Marion, SD 57043-0388
Ph #(605-940-2185)

Southern Pine Electric Power Association

Attn: Jim Jordan
P.O. Box 60 Taylorsville, MS
39168 Ph #(601)214-0271

City of Glenpool & Glenpool Utility Services Authority
 Bid Tabulation
 AMR Water Meter Replacement Project Jan. 6, 2017

	Base Bid Item		Base Bid Item		Base Bid Item		Base Bid Item		Base Bid Item		Base Bid Item		Base Bid Item		Base Bid Item	
BIDDER	5/8" x 3/4" Meter with Register		5/8" x 3/4" Register Only		1" Meter with Register		1" Register Only		1 1/2" Meter with Register		1 1/2" Register Only		2" Meter with Register		2" Register Only	
	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Oklahoma Contractors Supply, LLC	\$ 156.97	\$ 502,304.00	\$ 156.97	\$ 172,667.00	\$ 220.00	\$ 11,000.00	\$ 220.00	\$ 6,600.00	\$ 450.00	\$ 4,500.00	\$ 450.00	\$ 15,750.00	\$ 575.00	\$ 37,375.00	\$ 575.00	\$ 17,250.00
Ferguson Water Works	\$ 145.00	\$ 464,000.00	\$ 145.00	\$ 159,500.00	\$ 240.00	\$ 12,000.00	\$ 240.00	\$ 7,200.00	\$ 410.00	\$ 4,100.00	\$ 410.00	\$ 14,350.00	\$ 450.00	\$ 29,250.00	\$ 450.00	\$ 13,500.00
RG3 Meter Company	\$ 145.20	\$ 464,640.00	\$ 110.00	\$ 121,000.00	\$ 212.08	\$ 10,604.00	\$ 110.00	\$ 3,300.00	\$ 497.20	\$ 4,972.00	\$ 110.00	\$ 3,850.00	\$ 642.40	\$ 41,756.00	\$ 110.00	\$ 3,300.00
Fortiline, INC.	\$ 131.75	\$ 424,568.00	\$ 117.82	\$ 129,602.00	\$ 196.24	\$ 9,812.00	\$ 123.56	\$ 3,706.80	\$ 383.99	\$ 3,839.90	\$ 383.99	\$ 13,439.65	\$ 475.83	\$ 30,928.95	\$ 475.83	\$ 14,274.90
HD Supply Water Works	\$ 181.50	\$ 580,800.00	\$ 156.00	\$ 171,600.00	\$ 282.35	\$ 14,117.50	\$ 156.00	\$ 4,680.00	\$ 516.25	\$ 5,162.50	\$ 156.00	\$ 5,460.00	\$ 553.00	\$ 35,945.00	\$ 156.00	\$ 4,680.00

	Base Bid Item	Base Bid Item
BIDDER	Computer Software Integration Hardware & Training	Total Base Bid
	Lump Sum Price	
Oklahoma Contractors Supply, LLC	\$ 18,000.00	\$ 785,446.00
Ferguson Water Works	\$ 6,100.00	\$ 710,000.00
RG3 Meter Company	\$ 27,123.52	\$ 680,545.52
Fortiline, INC.	\$ 49,295.93	\$ 679,468.13
HD Supply Water Works	\$ 21,900.00	\$ 844,345.00

Fixed Pricing For Compound Meters With Registers			
2" Meter	3" Meter	4" Meter	6" Meter
Unit Price	Unit Price	Unit Price	Unit Price
\$ 1,950.00	\$ 2,200.00	\$ 3,306.00	\$ 4,600.00
\$ 550.00	\$ 2,350.00	\$ 2,700.00	\$ 4,600.00
\$ 1,130.00	\$ 1,416.80	\$ 1,644.72	\$ 2,208.80
\$ 1,547.38	\$ 2,023.33	\$ 2,568.53	\$ 4,474.91
\$ 1,352.00	\$ 1,970.00	\$ 2,541.00	\$ 3,960.00



To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL
From: Julie Casteen, Finance Director
Date: March 1, 2017
Subject: Approval of Auto Meter Read System Lease-Purchase Agreement

Background:

The Streets & Infrastructure Capital Fund, funded by a 0.29% sales tax effective January 1, 2017, was established to address the need for capital equipment and improvements related to streets and general infrastructure. Included in the approved projects was an Auto Meter Read (AMR) water meter system, originally estimated at \$850,000. The actual project cost is \$804,229.92.

Financing proposals were solicited from several financial institutions. The best terms were quoted by Government Capital Corporation in Southlake Texas. The recommended lease term is 5 years. A summary of the financing quotes is attached for your review.

Staff Recommendation

Staff recommends the following Council action:

1. Approval of Resolution No. 17-03-01 authorizing a lease-purchase agreement with Government Capital Corporation for the acquisition of an auto meter read water meter system at a total cost not to exceed \$877,283.45, including principal and interest payments for a 5-year term at a fixed interest rate of 2.97%

Attachment

1. Financing proposals
2. Equipment Lease-Purchase Agreement with Government Capital Corporation
3. Resolution No 17-03-01

5 Year Term

Equipment Cost	\$	804,230
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Financial Institution	Rate	Total Annual Payment	Total Lease Payments
Government Capital	2.97%	\$ 175,456.69	\$ 877,283.45
Oklahoma State Bank	3.07%	\$ 176,007.65	\$ 880,038.25
Community Partners	3.50%	\$ 178,121.95	\$ 890,609.75

OKLAHOMA LEASE-PURCHASE AGREEMENT

THIS OKLAHOMA LEASE-PURCHASE AGREEMENT **No.7708** (hereafter referred to as "Agreement") dated as of **March 6, 2017**, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "Lessor"), and **City of Glenpool**, a political subdivision or agency of the State of Oklahoma (hereinafter referred to as "Lessee").

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Term and Payments. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Property") for the amounts to be paid in the sums (the "Lease Payments") and on the dates (the "Lease Payment Dates") set forth in Exhibit B hereto. Except as specifically provided herein, the obligation of the Lessee to make the Lease Payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason. This Agreement will become effective upon the execution hereof by Lessee and Lessor and upon approval of the Agreement by the Board of the Lessee. The term of this Agreement will extend for the Lessee's 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 and 2021-2022 fiscal years only if mutually ratified by Lessee and Lessor for each of those fiscal years. In accordance with 62 O. S. Section 430.1, continuation of this Agreement past the current 2016-17 fiscal year is dependent upon mutual ratification by Lessee and Lessor. All rights afforded under title 62 O. S. Section 430.1 of Oklahoma law are incorporated in this agreement by reference. The Lessee agrees the Board of Lessee will take action to ratify or not ratify this Agreement for the next ensuing fiscal year at its regular July meeting and to notify Lessor as to whether the Agreement is ratified or not ratified for the next ensuing fiscal year. The Lessor hereby ratifies the continuation of the Agreement through the fiscal year ending June 30, 2022. The Lessor and Lessee agree that under no circumstances will the Agreement be extended beyond the fiscal year ending June 30, 2022. Lessee will evidence its acceptance of the Property by executing and delivering to Lessor a Certificate of Acceptance (hereinafter so called) in the form provided by Lessor.

2. Non-Appropriation and Right of Termination. The obligations of Lessee to make Lease Payments (called for in Exhibit B) and to make any other payments to Lessor (or to any other person) pursuant to this Agreement are subject to appropriation by the Lessee of funds that are lawfully available to be applied for such purpose. If Lessee fails to make such an appropriation prior to a fiscal period of Lessee, for the Lease Payments scheduled in such fiscal period, Lessor may terminate this Agreement. Lessee may terminate this Agreement by providing written notice of such termination to Lessor following its regular July Board meeting. Upon any such termination of this Agreement, all of Lessee's rights, title and interest in and its obligation under this Agreement and to the Property shall terminate effective on the last day of the last fiscal period of Lessee for which such an appropriation was made. If Lessee ratifies and renews this Agreement for a subsequent fiscal year, Lessee agrees to encumber the required funds to make the Lease Payments due hereunder at the first meeting of Lessee's Board in July of the then current fiscal year by approving an appropriate purchase order for this Agreement.

3. Taxes. Lessee shall keep the Property free and clear of all levies, liens and encumbrances except those created under this Agreement. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Property, excluding, however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Agreement, Lessee shall promptly reimburse Lessor therefor.

4. Lessee's Covenants and Representations. Lessee covenants and represents as follows:

(a) Lessee represents, and will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;

(b) All Payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purposes; Lessee will, to the extent permitted by State law and other terms and conditions of this Agreement, include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit Lessee to discharge all of its obligations hereunder, and Lessee has budgeted and available for the current fiscal period sufficient funds to comply with its obligations hereunder;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to, this Agreement;

(d) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;

(e) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future; specifically Lessee will not give priority or parity in the appropriation of funds for the acquisition or use of any additional property for purposes or functions similar to those of the Property.

(f) There are no circumstances presently affecting the Lessee that could reasonably be expected to alter its foreseeable need for the Property or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder; and

(g) Lessee's right to terminate this Agreement as specified in Sections 1 and 2 hereof was not an independently bargained for consideration, but was included solely for the purpose of complying with the requirements of the laws of the State in which Lessee is located.



(h) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(i) Lessee will pay the Lease Payment Due by check, wire transfer, or ACH only.

5. **Use and Licenses.** Lessee shall pay and discharge all operating expenses and shall cause the Property to be operated by competent persons only. Lessee shall use the Property only for its proper purposes and will not install, use, operate or maintain the Property improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Property or the use contemplated by its manufacturer. Lessee shall keep the property at the location stated on the Certificate of Acceptance executed by Lessee upon delivery of the Property until Lessor, in writing, permits its removal, and the Property shall be used solely in the conduct of the Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property. If applicable, any license plates used on the Property shall be issued in the name of the Lessee. If a certificate of title is issuable with respect to the Property, it shall be delivered to the Lessor showing the interest of the Lessor.

6. **Maintenance.** Lessor shall not be obligated to make any repairs or replacements. At its own expense, Lessee shall service, repair and maintain the Property in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear from proper use alone excepted, and shall replace any and all parts thereof which may from time to time become worn out, lost, stolen, destroyed, or damaged beyond repair or rendered unfit for intended use, for any reason whatsoever, all of which replacements shall be free and clear of all liens, encumbrances and claims of others and shall become part of the Property and subject to this Agreement. Lessor may, at its option, discharge such costs, expenses and insurance premiums necessary for the repair, maintenance and preservation of the Property, and all sums so expended shall be due from Lessee in addition to rental payments hereunder.

7. **Alterations.**

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Property such equipment or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property. All such equipment and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such equipment or accessories not removed shall become the property of Lessor.

(b) Without the written consent of Lessor, Lessee shall not make any other alterations, modifications or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

8. **Liens.** Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Lessor and Lessee hereunder.

9. **Damage to or Destruction of Property.** Lessee shall bear the entire risk of loss, damage, theft or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessee, will either (a) replace the same with like property in good repair or (b) on the next Lease Payment Date, pay Lessor (i) all amounts then owed by Lessee to Lessor under this Agreement, including the Lease Payment due on such date, and (ii) an amount equal to the applicable Option to Purchase Value set forth in Exhibit B.

10. **Insurance.** Lessee shall either be self-insured with regard to the Property or shall purchase and maintain insurance with regard to the Property. Lessee shall indicate on each Certificate of Acceptance executed in relation to this Agreement its election to be self-insured or company insured with regard to the Property listed on that Certificate of Acceptance. Whether Lessee is self-insured or company insured, Lessee shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Property, insuring against such risks, and such amounts as are customary for lessees of property of a character similar to the Property. In addition, Lessee shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Property, insuring against customary risks, coverage at all times not less than the amount of the unpaid principal portion of the Lease Payments required to be made pursuant to Section 1 as of the last preceding Payment Date specified in Exhibit B on which a Lease Payment was made. If insurance policies are provided with respect to the Property, all insurance policies shall be with insurers authorized to do business in the State where the Property is located and shall name both Lessor and Lessee as insureds as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to the Lessor, subject to the provisions of Section 9. Lessee shall, upon request, deliver to Lessor evidence of the required coverages together with premium receipts, and each insurer shall agree to give Lessor written notice of non-payment of any premium due and ten (10) days notice prior to cancellation or alteration of any such policy. Lessee shall also carry and require any other person or entity working on, in or about the Property to carry workmen's compensation insurance covering employees on, in or about the Property.

11. No Warranty. ALL WARRANTIES, PROMISES AND SERVICE AGREEMENTS, IF ANY, RELATING TO THE PROPERTY THAT THE MANUFACTURERS OR THE PARTY WHO SUPPLIED THE PROPERTY TO LESSOR (THE "VENDOR") HAVE MADE TO LESSOR IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE PROPERTY ARE HEREBY ASSIGNED TO LESSEE. Lessee may communicate with Vendor and receive an accurate and complete statement of all such warranties, promises and service agreements, if any. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor. Lessee acknowledges that Lessee has selected the Vendor and that Lessee has directed Lessor to acquire the Property from Vendor in connection with this Agreement. Lessee further acknowledges that this Agreement is a "Finance Lease" within the meaning of the Uniform Commercial Code and that Lessee is entitled to the Vendor's warranties and promises described above, if any. LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO ANY SPECIFICATION OR PURCHASE ORDER, OR AS TO THE PROPERTY'S DESIGN, DELIVERY, INSTALLATION OR OPERATION. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks.

12. Purchase Option/Payment. Upon payment of the purchase price, plus interest as provided on Exhibit B, the Property shall belong to the Lessee and the Lessor shall execute and deliver a Quit Claim Bill of Sale to the Lessee conveying the Property "as is", but free and clear of any lien, encumbrance, or security interest created or permitted and not discharged by Lessor. The Lessee shall have an option to purchase the Property in whole but not in part, upon sixty (60) days written notice to Lessor by payment of the then applicable purchase price, plus interest, according to the attached Exhibit B. However, should Lessee have no purchase option or right to prepay the Lease according to the Option to Purchase column of the attached Exhibit B, any attempt to do so shall constitute an Event of Default. The purchase price shall convert to a nominal interest rate that shall not exceed 3.27%.

13. Default and Lessor's Remedies.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) Lessee fails to make any payment hereunder when due or within ten (10) days thereafter;

(2) Lessee fails to comply with any other covenant, condition or agreement of Lessee hereunder for a period of the ten (10) days after notice thereof;

(3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;

(4) Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or

(5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified herein, Lessor may, at its sole discretion, exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration or otherwise, or to cause Lessee to perform its other obligations hereunder in which event Lessee shall be liable for all costs and expenses incurred by Lessor;

(2) Take possession of the Property, without demand or notice and without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting therefrom and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Section 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(3) Terminate this Agreement and repossess the Property, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection therewith;

(4) Sell the Property or any portion thereof for Lessor's account at public or private sale, for cash or credit, without demand on notice to Lessee of Lessor's intention to do so, or relet the Property for a term and a rental which may be equal to, greater than or less than the rental and term provided herein. If the proceeds from any such sale or rental payments received under a new agreement made for the periods prior to the expiration of this Agreement are less than the sum of (i) the costs of such repossession, sale, relocation, storage, reconditioning, reletting and reinstallation (including but not limited to reasonable attorneys' fees), (ii) the unpaid principal balance derived from Exhibit B as of the last preceding Lease Payment Date specified in Exhibit B, and (iii) any past due amounts hereunder (plus interest on such unpaid principal balance at the rate specified in Section 19 hereof, prorated to the date of such sale), all of which shall be paid to Lessor, Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; or

(5) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses," as that term is used in this Section, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Property; and (iii) actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure, including costs of storing, reconditioning and reselling the Property, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code.

(6) Under no circumstances shall Lessee be liable under this subsection (b) for any amount in excess of the sum appropriated pursuant to Section 1 hereof for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

14. Termination. Unless Lessee has properly exercised its option to purchase pursuant to Section 12 hereof, Lessee shall, upon any earlier termination hereof pursuant to the terms of this Agreement, surrender the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted.

15. Assignment. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property; or (ii) sublet or lend the Property or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Agreement, the Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Agreement or the Property shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment. During the term of this Agreement, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with the United States Internal Revenue Code of 1986, Section 149 (a), and the regulations, proposed or existing, from time to time promulgated thereunder.

16. Personal Property. The Property is and shall at all times be and remain personal property.

17. Title. Lessor or its assignee will retain title to the Property during the lease term. Title to the Property will pass to Lessee upon (and only upon) Lessee's exercise of the purchase option provided in Section 12 hereof and the complete payment and performance by Lessee of all of Lessee's obligations under this Agreement, and in such case Lessor agrees to execute such instruments and do such things as Lessee reasonably requests in order to effectuate the passage of title to Lessee. In the event of a non-appropriation or Event of Default by Lessee, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor and Lessee will peaceably surrender possession of the Equipment to Lessor.

18. Lessor's Right to Perform for Lessee. If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.

19. Interest on Default. If Lessee fails to pay any Lease Payment specified in Section 1 hereof within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the highest lawful rate.

20. Notices. Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

21. Tax Exemption. Lessee certifies that it does reasonably anticipate that not more than \$10,000,000 of "qualified tax-exempt obligations", as that term is defined in Section 265 (b) 3 (D) of the Internal Revenue Code of 1986 ("the Code"), will be issued by it and any subordinate entities during 2017. Further, Lessee designates this issue as comprising a portion of the \$10 million in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

22. Continuing Disclosure. Specifically and without limitation, Lessee agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of Lessee's authorized agents. If Lessee has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

23. Lessee Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Property and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

24. Miscellaneous.

(a) Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Property and shall give the Lessor immediate notice of any attachment or other judicial process affecting the Property. Lessor may, for the purpose of inspection, at any reasonable time during regular business hours enter upon any job, building or place where the Property and the books and records of the Lessee with respect thereto are located.

(b) Lessee agrees to equitably adjust the payments payable under this Agreement if there is a determination for any reason that the interest payable pursuant to this Agreement (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make Lessor and its assigns whole.

(c) Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on

any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

(d) This Agreement shall be construed in accordance with, and governed by, the laws of the State in which the Property is located.

(e) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Lessor and Lessee.

(f) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(g) The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

(h) All transportation charges shall be borne by Lessor. Lessee will immediately notify Lessor of any change occurring in or to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

(i) Use of the neutral gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(j) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(k) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ in 2017.

THIS OBLIGATION IS A PRESENT OBLIGATION OF THE LESSEE TO MAKE PAYMENTS AS DESCRIBED ON EXHIBIT B WITHOUT REGARD INCLUDING, BUT NOT LIMITED TO, FEDERAL, STATE AND OTHER GRANTS, GIFTS, ETC.

Lessor: Government Capital Corporation

Authorized Signature
345 Miron Dr.
Southlake, TX 76092

Witness Signature_____

Print Name _____

Print Title _____

Lessee: City of Glenpool

Roger Kolman, City Manager
12205 S Yukon Ave
Glenpool, OK 74033

Witness Signature_____

Print Name _____

Print Title _____

EXHIBIT A
DESCRIPTION OF PROPERTY

OKLAHOMA LEASE-PURCHASE AGREEMENT **NO.7708** (THE "AGREEMENT")
BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, City of Glenpool
Dated as of March 6, 2017

QTY	DESCRIPTION
WATER METERS	
4,300	PD07GBT – 5/8" X 3/4" PD, Gallons, Brass Bottom, Tesla
80	PD10GBT – 1" PD Gallons, Brass Bottom with Tesla
1	TDRIVE75 – Package – Laptop, GPS Software, Computer Set-Up, Transceiver, Portable Rugged Case, 3 Months On-Site Training, AMRSS Software (2,501 to 7,500 Meters)
1	Interface
1	Integration w/ Incode
	Remove and Replace / Reset Box – as needed
	Replace Curb Stop / Shut-Off – as needed
	Customer Re-Plumb – as needed

PROPERTY LOCATIONS:

12205 S Yukon Ave
Glenpool, OK 74033

EXHIBIT B

>> SCHEDULE OF PAYMENTS & OPTION TO PURCHASE PRICE <<
OKLAHOMA LEASE-PURCHASE AGREEMENT No.7708 (THE "AGREEMENT")
BY AND BETWEEN

Lessor: Government Capital Corporation and **Lessee:** City of Glenpool

Scheduled dated as of March 17, 2017

PMT NO.	PMT DATE MO DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	OPTION TO PURCHASE after pmt on this line
1	02/09/18	\$175,456.69	\$23,885.60	\$151,571.09	N/A
2	02/09/19	\$175,456.69	\$19,383.94	\$156,072.75	\$503,542.60
3	02/09/20	\$175,456.69	\$14,748.58	\$160,708.11	\$339,415.62
4	02/09/21	\$175,456.69	\$9,975.55	\$165,481.14	\$171,595.78
5	02/09/22	\$175,456.69	\$5,060.78	\$170,395.91	\$1.00
Grand Totals		\$877,283.45	\$73,054.45	\$804,229.00	

Rate: 2.97%

Accepted By Lessee:

Roger Kolman, City Manager

INCUMBENCY, INSURANCE, AND ESSENTIAL USE CERTIFICATES

OKLAHOMA LEASE-PURCHASE AGREEMENT NO. 7708 (THE "AGREEMENT")

BY AND BETWEEN

Lessor, Government Capital Corporation and Lessee, City of Glenpool

Dated as of March 6, 2017

I, Susan White, do hereby certify that I am the duly elected or appointed and acting City Clerk (Keeper of the Records), of City of Glenpool, a political subdivision or agency duly organized and existing under the laws of the State of Oklahoma that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Oklahoma Lease-Purchase Agreement dated as of, March 6, 2017 between such entity and Government Capital Corporation.

Name

Title

Signature

Roger Kolman

City Manager

IN WITNESS WHEREOF, I have duly executed this certificate hereto this ____ day of _____, 2017.

By Lessee:

Susan White, City Clerk

Lessee certifies that property and liability insurance, if applicable, have been secured in accordance with the Agreement and such coverage will be maintained in full force for the term of the Agreement. "Lessor or its Assigns" should be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee.

The following information is provided about insurance. (PLEASE FILL IN THE INFORMATION BELOW)

INSURANCE COMPANY/AGENT'S:

NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

POLICY NUMBER: _____

I, Roger Kolman, City Manager, of City of Glenpool ("Lessee"), hereby certify that the Equipment, to be leased to the undersigned under the certain Lease Agreement, dated as of March 6, 2017, between such entity and Government Capital Corporation ("Lessor"), will be used by the undersigned Lessee for the following purpose: **(PLEASE FILL OUT PRIMARY USE BELOW)**.

PRIMARY USE _____

The undersigned hereby represents that the use of the Equipment is essential to its proper, efficient and economic operation.

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 2017.

By Lessee:

Roger Kolman, City Manager

For Lessee: City of Glenpool

[to be retyped on letterhead of lessee's counsel]

City of Glenpool
12205 S Yukon Ave
Glenpool, OK 74033

Government Capital Corporation
345 Miron Drive
Southlake, TX 76092

Re: Municipal Lease-Purchase Agreement dated as of March 6, 2017, by and between Government Capital Corporation
and City of Glenpool

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Municipal Lease-Purchase Agreement described above (the Lease) and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and the Exhibits attached thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a political subdivision or agency of the State of Oklahoma, duly organized, existing and operating under the Constitution and laws of the State.

2. Lessee is authorized and has power under applicable law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public bidding and all other laws, rules and regulations of the State.

5. The execution of the Lease and the appropriation of moneys to pay the Lease Payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and/or execution of the Lease, Exhibits thereto and other documents contemplated thereby; the appropriation of moneys to make Lease Payments under the Lease for the current fiscal year of Lessee; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

7. Resolution No. _____ of the governing body of Lessee, was duly and validly adopted by such governing body on _____, 20____, and such resolution has not been amended or repealed and remains in full force and effect.

This opinion may be relied upon by any entity to which Lessor has assigned the right to receive Lease Payments under the Lease, to the same extent as if this opinion were addressed to such entity.

Dated: _____, 20____.

Very truly yours,

RESOLUTION # _____

A RESOLUTION REGARDING AN OKLAHOMA LEASE-PURCHASE AGREEMENT FOR THE PURPOSE OF FINANCING **"WATER METERS"**.

WHEREAS, the City of Glenpool desires to enter into that certain Oklahoma Lease-Purchase Agreement dated as of March 6, 2017, by and between City of Glenpool and Government Capital Corporation, for the purpose of financing **"Water Meters"**. City of Glenpool desires to designate this Agreement as a "qualified tax exempt obligation" of the City for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The City desires to designate Roger Kolman, City Manager, as an authorized signer of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY OF GLENPOOL:

Section 1. That the City of Glenpool enters into a Oklahoma Lease-Purchase Agreement with Government Capital Corporation for the purpose of financing **"Water Meters"**.

Section 2. That the Oklahoma Lease-Purchase Agreement dated as of March 6, 2017, by and between the City of Glenpool and Government Capital Corporation is designated by the City as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the City of Glenpool designates Roger Kolman, City Manager, as an authorized signer of the Oklahoma Lease-Purchase Agreement dated as of March 6, 2017, by and between the City of Glenpool and Government Capital Corporation.

PASSED AND APPROVED by the Board of City of Glenpool in a meeting held on the _____day of _____, 2017.

Lessee: City of Glenpool

Witness Signature

Tim Fox, Mayor

Susan White, City Clerk

ESCROW AGREEMENT

MUNICIPAL LEASE-PURCHASE AGREEMENT **No. 7708** (THE "AGREEMENT")
BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, City of Glenpool
TAX ID #23-7196935 Dated as of March 6, 2017

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of March 6, 2017 ("Agreement Date"), by and among Government Capital Corporation ("Lessor"), City of Glenpool ("Lessee") and BOKF, NA ("Agent").

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a certain Municipal Lease-Purchase Agreement dated as of March 6, 2017 (the "Lease"), pursuant to which the property more particularly described therein (the "Property") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Property, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Agent shall undertake the duties and obligations of escrow agent as set forth in this Agreement. Agent shall not be deemed to be a party to the Lease.
2. Lessor has delivered to Agent the sum of \$804,229.00 ("Escrow Amount") for deposit by Agent in the City of Glenpool Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Agreement.
3. Deposits in the Fund shall be used to pay for the acquisition of the Property. The Property may be acquired as individual items or as groups of items. Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Property promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Schedule 1", for that portion of the acquisition of the Property for which payment is requested. Upon full acquisition of an item or group of items of the Property, any remaining cost of such item or group of items shall be disbursed promptly by the Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form in the form attached hereto as "Schedule 1", for that portion of the Property for which payment is requested. Payment by Agent shall be to the payee shown on the Escrow Disbursement Request Form.
4. Agent will invest the Fund, as specified by Lessor, in general obligations of the United States or in obligations fully insured by the United States or in certificates of deposit of a bank which is either fully insured by an agency of the federal government or fully collateralized by such federal or federally guaranteed obligations, or in no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that includes in their investment objectives the maintenance of a stable net asset value of \$1 for each share, or Money Market Mutual Funds registered under the Investment Act of 1940. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 5 hereof.
5. Upon execution of one or more Acceptance Certificates by Lessee and payment of acquisition costs by Agent for all the Property, this Agreement and the Funds shall terminate, and Agent shall transfer to Lessor all remaining sums in the Fund. If not terminated earlier, this Agreement and the Fund shall terminate on September 30, 2017 ("Termination Date"). In this latter event, interest accrued pursuant to investment of the Fund under the terms of Section 4 hereof and all remaining principal in the Fund shall be transferred by Agent to Lessor; Exhibit "A" attached to the Lease shall thereupon be revised to delete any non-acquired portions of the Property and to substitute an amended amortization payment schedule to reflect the reduced acquisition costs.
6. Lessor and Lessee may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Agent.
7. Agent may at any time and for any reason resign as escrow agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee.
8. Agent shall have no obligation under the terms of this Agreement to make any disbursement except from the Fund. Agent makes no warranties or representations as to the Property or as to performance of the obligations of Lessor or Lessee under this Agreement or the Lease.
9. Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon.
10. To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instrument from time to time comprising the Fund, Lessor hereby appoints the Agent as its security agent, and the Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Lessor.
11. This Agreement may be amended by written agreement executed by all the parties.
12. This Agreement may be executed in several counterparts, each of which shall be an original.

(Signature Page To Follow)

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

LESSOR: Government Capital Corporation

BY: _____
Authorized Signer

LESSEE: City of Glenpool

BY: _____
Roger Kolman, City Manager

AGENT: BOKF, NA

BY: _____
Agent Rep, Agent Rep Title

Escrow Disbursement Request Form – Instruction Sheet

***** THE FOLLOWING FORM IS TO PAY YOUR VENDOR FROM THE ESCROW ACCOUNT*****

To process the payment to your Vendor, please make sure to:

- 1) Print or make copies of the blank **Escrow Disbursement Request Form** if there are multiple disbursements.
- 2) Complete an **Escrow Disbursement Request Form** for each Vendor.
- 3) Attach a copy of your Vendor's Invoice(s).
- 4) Have the Authorized Signer sign the Disbursement Form in BOTH places as well as date the form at the bottom.
- 5) You can fax or e-mail the Disbursement Form to start/begin the disbursement process; however, please send the original by regular mail to avoid delays.

WHEN YOU ARE READY TO PAY YOUR VENDOR, PLEASE FOLLOW THE ABOVE PROCEDURES, AND SEND FORMS TO:

Government Capital Corporation
Attn.: Doc. Dept.
345 Miron Drive
Southlake, TX 76092
Phone: 817-421-5400
Fax: 817-251-3208
docdept@govcap.com

ESCROW AGREEMENT - SCHEDULE 1
MUNICIPAL LEASE-PURCHASE AGREEMENT **No.7708** (THE "AGREEMENT")
BY AND BETWEEN
Lessor, Government Capital Corporation and **Lessee**, City of Glenpool
Dated as of March 6, 2017

ESCROW DISBURSEMENT REQUEST FORM

BOKF, NA, acting as escrow agent (the "Agent") under the Escrow Agreement dated as of March 6, 2017 (Escrow Date), by and among the Agent, Government Capital Corporation as Lessor and City of Glenpool as Lessee, is hereby requested to pay to the person or corporation designated below as Payee the sum set forth below in payment of the acquisition and installation costs of the property described below. The amount shown below is due and payable under the invoice of Payee with respect to the described property and has not formed the basis of any prior request for payment.

PAYEE: _____

AMOUNT: _____

DESCRIPTION OF PROPERTY: _____

INVOICE # _____ DATED: _____

Indicate Method for Payment Disbursement:

_____Overnight Check *** _____Regular Mail Check _____Wire Funds

Mailing Address: _____ Wire Instructions: _____

(***Please note that there might be a fee charged for overnight delivery. This fee will be deducted from the Escrow Balance before disbursement is made.)

Lessee: City of Glenpool

By: _____
Roger Kolman, City Manager

Lessor: Government Capital Corporation or its assigns

By: _____
Authorized Signer

ACCEPTANCE CERTIFICATE

City of Glenpool as Lessee under that certain Municipal Lease-Purchase Agreement dated as of March 6, 2017 ("Agreement Date") (the "Lease"), hereby acknowledges receipt in good condition of all the property described on the attached Vendor Invoice(s), hereby accepts such property, and hereby certifies that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease with regard to such property, that such property is fully insured in accordance with Section 10 of the Lease and that such property constitutes all or a portion of the Property as that term as defined in the Lease.

Date: _____, 2017.

By Lessee:

Roger Kolman, City Manager

For Lessee: City of Glenpool

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		

Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <u>City of Glenpool</u>		2 Issuer's employer identification number (EIN) <u>23-7196935</u>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) <u>Julie Casteen, Finance Director</u>		3b Telephone number of other person shown on 3a <u>918-209-4628</u>	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
<u>12205 S Yukon Ave.</u>		<u>3</u>	
6 City, town, or post office, state, and ZIP code <u>Glenpool, OK 74033</u>		7 Date of issue	
8 Name of issue <u>Municipal Lease Purchase Agreement No.7708</u>		9 CUSIP number <u>None</u>	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <u>Roger Kolman, City Manager</u>		10b Telephone number of officer or other employee shown on 10a <u>918-209-4628</u>	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ► <u>Water Meters</u>	18	\$804,229 00
19	If obligations are TANs or RANs, check only box 19a	► <input type="checkbox"/>	
	If obligations are BANs, check only box 19b	► <input type="checkbox"/>	
20	If obligations are in the form of a lease or installment sale, check box	► <input checked="" type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	<u>02/09/2022</u>	\$ <u>804,229.00</u>	\$ <u>N/A</u>	<u>3.058</u> years	<u>2.97</u> %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)					
22	Proceeds used for accrued interest	22	<u>N/A</u>		
23	Issue price of entire issue (enter amount from line 21, column (b))	23	<u>\$804,229 00</u>		
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	<u>N/A</u>		
25	Proceeds used for credit enhancement	25	<u>N/A</u>		
26	Proceeds allocated to reasonably required reserve or replacement fund	26	<u>N/A</u>		
27	Proceeds used to currently refund prior issues	27	<u>N/A</u>		
28	Proceeds used to advance refund prior issues	28	<u>N/A</u>		
29	Total (add lines 24 through 28)	29	<u>N/A</u>		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	<u>\$804,229 00</u>		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		
31	Enter the remaining weighted average maturity of the bonds to be currently refunded	<u>N/A</u> years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	<u>N/A</u> years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	<u>N/A</u>
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☒
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date _____ **Roger Kolman, City Manager**
Signature of issuer's authorized representative Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶ _____			Firm's EIN ▶ _____	
Firm's address ▶ _____			Phone no. ▶ _____	

RESOLUTION NO. 17-03-01 OF THE CITY OF GLENPOOL

RESOLUTION AUTHORIZING THE CITY OF GLENPOOL TO ENTER INTO A CERTAIN LEASE-PURCHASE AGREEMENT BY AND BETWEEN GOVERNMENT CAPITAL CORPORATION AS THE LESSOR AND THE CITY OF GLENPOOL AS THE LESSEE, FOR THE ACQUISITION OF AUTO METER READ WATER METERS AT A TOTAL COST NOT TO EXCEED \$877,283.45, INCLUDING PRINCIPAL AND INTEREST PAYMENTS, IN ACCORDANCE WITH A PROPOSED LEASE TERM OF SIXTY MONTHS AND SUCH FUNDS TO BE DRAWN FROM THE STREETS & INFRASTRUCTURE CAPITAL FUND.

WHEREAS, a true and real need exists for the acquisition of an auto read meter (AMR) water meter system to replace outdated and aging equipment; and

WHEREAS, On April 5, 2016, the citizens of Glenpool approved Ordinance 715, which authorized a 0.29% tax upon taxable sales of goods and services to fund certain capital improvements, including water and wastewater system improvements; and

WHEREAS, The City has received proposals for the AMR system and has identified RG3 Utilities as the vendor to supply the AMR system; and

WHEREAS, the City has received proposals from Oklahoma State Bank, Government Capital Corporation and Community Leasing Partners for financing arrangements in the form of a lease-purchase agreement stating different payment options and interest rates; and

WHEREAS, the City has determined that the financing option most advantageous to the City is that proposed by Government Capital Corporation for a lease term of 60 months at 2.97% interest rate; and

WHEREAS, the City of Glenpool desires to finance the system by entering into a Lease Purchase Agreement with Government Capital Corporation as Lessor and City of Glenpool as Lessee (the "Agreement") according to the terms set forth in the agreement from Government Capital Corporation dated March 6, 2017; and

WHEREAS, the City of Glenpool desires to designate this Agreement as a "qualified tax exempt obligation" of the City for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the City desires to designate Roger Kolman, City Manager, as an authorized signer of the Agreement; and

WHEREAS, the City Council for the City of Glenpool has taken all necessary and appropriate steps under applicable law to arrange for the acquisition and financing of the needed equipment.

BE IT THEREFORE RESOLVED by the City Council for the City of Glenpool, Oklahoma:

§ 1. That the City of Glenpool enters into an Oklahoma Lease-Purchase Agreement with Government Capital Corporation for the purpose of financing "*Water Meters*".

§ 2. That the Oklahoma Lease-Purchase Agreement dated as of March 6, 2017, by and between the City of Glenpool and Government Capital Corporation is designated by the City as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

§ 3. The City shall and hereby does covenant that it will perform or cause to be performed all acts within its power which are or may be necessary to ensure that the interest portion of the rental payments coming due under the Agreement will at all times remain exempt from federal income taxation under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.

§ 4. The City Council shall and hereby does direct its counsel to review the Agreement and make such modifications to said Agreement only as necessary to assure compliance with the State of Oklahoma Constitutional and statutory law and local ordinances, prior to execution of the Agreement in substantially the form attached hereto and incorporated herein by reference.

§ 5. The City Council shall and hereby does designate and authorize City Manager Roger Kolman to execute and deliver, and City Clerk Susan White to attest, respectively, the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement.

§ 6. That all ordinances or resolutions, or parts of ordinances or resolutions, in apparent or actual conflict with this Resolution shall be and hereby are repealed or invalidated, respectively, and rendered of no effect from the date of adoption of this Resolution.

PASSED AND APPROVED by the City Council of the City of Glenpool this 6th day of March, 2017.

Timothy Lee Fox, Mayor

ATTEST:

[MUNICIPAL SEAL]

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney



To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL
From: Julie Casteen, Finance Director
Date: March 1, 2017
Subject: Supplemental Appropriations – Public Safety Capital Fund and Streets & Infrastructure Capital Fund

Background:

The lease-purchase agreement for the Police Vehicles approved on February 21, 2017 and a lease-purchase agreement for the Auto Meter Read (AMR) water meter system requires supplemental appropriations in the Public Safety Capital Fund and in the Streets & Infrastructure Capital Fund to account for the lease proceeds and to capitalize the expense of the equipment.

Staff Recommendation

Staff recommends the following Council action:

1. Motion to approve a Supplemental Appropriation in the Public Safety Fund in the amount of \$203,539 in lease proceeds and \$203,539 in expenditures in the Police Department for the purchase of five police vehicles.
2. Motion to approve a Supplemental Appropriation in the Streets & Infrastructure Capital Fund in the amount of \$804,230 in lease proceeds and \$804,230 in expenditures in the Water Department for the purchase of an AMR system.

	SOURCE		USE
Public Safety Capital Fund			
Lease Proceeds	\$203,539		
Police Department:			
Vehicles, account 51-6-03-6350			\$ 203,539
Streets & Infrastructure Capital Fund			
Lease Proceeds	\$804,230		
Water Department:			
Capital Equipment, account 50-6-16-6333			\$ 804,230

Attachments

None.

TO: HONORABLE MAYOR AND COUNCIL

FROM: RICK MALONE, CITY PLANNER

RE: STAFF RECOMMENDATION
CONDITIONAL FINAL PLAT REVIEW: "Southwest Crossroads Section 2"

DATE: March 6th, 2017

BACKGROUND:

Muhammad Khan with SMC Consulting Engineers, P.C., representing GlenTapp Development, LLC has submitted a Conditional Final plat for 9.122 acres located south and west of the SW/corner of W. 121st Street and S. Waco Ave.

ZONING:

This property is currently zoned CG (Commercial General) by the Planning Commission and City Council in October of 2006 by Ordinance #562/563 and was platted at Southwest Crossroads Addition in May of 2007. Because of the nature of this development, they platted the property into large lots to be split out later as developed. Lot 2, Block 1 has had its allotment of lot splits per Oklahoma State Statutes, Title 19, § 863.9. that states property being divided into five or more tracts/parcels or involving the right-of-way or alignment of an existing or proposed street or highway is considered to be a subdivision rather than a lot-split, that's why they are seeking this replat. Previously approved lot splits were: (1) QT Expansion (2) Whataburger (3) Insight Eye Care (4) Commercial strip center on southern end of lot 2, and the remainder of lot 2 equal (5) lots total from the original Lot 2, Block 1.

The lot size and density is consistent with the underlying zoning and surrounding area.

TAC MEETING: 2/8/16

- Hydrology Master Report per original subdivision design.
- Drainage Basin per original subdivision design
- Overhead or buried electric lines, ok per OG&E.
- Additional detention pond not required.
- Earth Change permit application required.
- Site Plan permit application required.
- Fire Chief, Ok with plan regarding circulation & fire protection.
- AT&T: easements ok per plat.
- ONG: easements ok per plat.
- Access to the northern lot by mutual access easement filed with original plat, and by separate instrument 201458797.
- Water and sewer easements and availability ok per plat.
- Planning: According to the Glenpool Subdivision Regulations "**SOUTHWEST CROSSROADS SECTION 2**" meets the requirement for Conditional Final Plat.

RECOMMENDATION:

STAFF RECOMMENDATION:

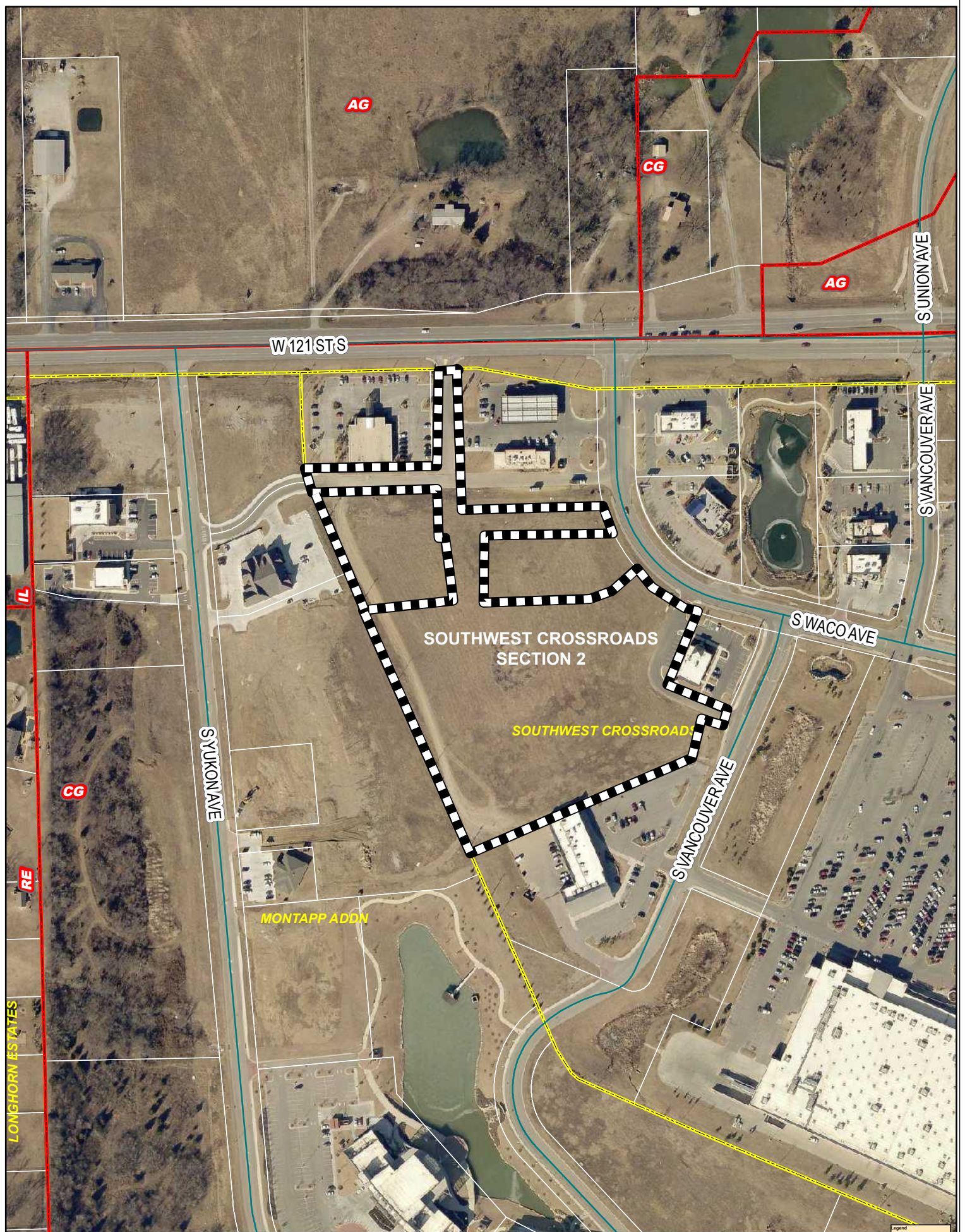
Staff recommends approval of the CONDITIONAL FINAL PLAT OF "SOUTHWEST CROSSROADS SECTION 2" subject to the conditions of the Staff and TAC review.

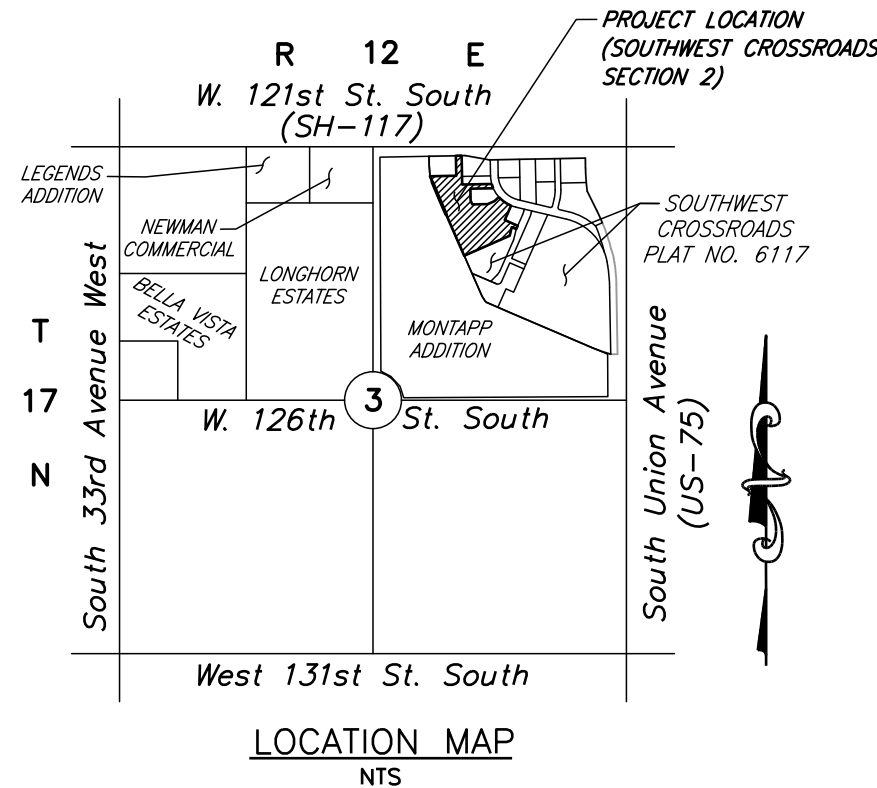
PLANNING COMMISSION RECOMMENDATION:

2/27/17 - After hearing the staff report and a presentation from the applicant Muhammad Khan with SMC Consulting, LLC, the Glenpool Planning Commission voted 5-0 to recommend approval of the CONDITIONAL FINAL PLAT OF "SOUTHWEST CROSSROADS SECTION 2" subject to the conditions of the Staff and TAC review.

ATTACHMENTS:

1. Case Map
2. 11" X 17" CONDITIONAL FINAL PLAT OF "SOUTHWEST CROSSROADS SECTION 2".





CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
A REPLAT OF A PART OF LOT 2, BLOCK 1
SOUTHWEST CROSSROADS, PLAT NO. 6117

AN ADDITION TO THE CITY OF GLENPOOL
IN A PART OF THE NE 1/4 OF SECTION 3, T17N, R12E, 1B&M.
TULSA COUNTY, OKLAHOMA

LEGAL DESCRIPTION OF SOUTHWEST CROSSROADS SECTION 2:

A tract of land being a part of Lot 2, Block 1, SOUTHWEST CROSSROADS, an addition to the City of Glenpool, Tulsa County, State of Oklahoma, according to the recorded Plat No. 6117, and being more particularly described as follows:

COMMENCING at the Northwest corner of Lot 3, Block 1 of said Southwest Crossroads Addition;

THENCE South 01°15'17" East a distance of 92.45 feet;

THENCE South 03°26'10" East a distance of 115.97 feet to the POINT OF BEGINNING;

THENCE North 88°54'43" East a distance of 274.32 feet;

THENCE North 01°05'17" West a distance of 208.33 feet;

THENCE North 88°54'43" East a distance of 60.00 feet;

THENCE South 01°05'17" East a distance of 300.83 feet;

THENCE North 88°54'43" East a distance of 307.35 feet to a point on a non-tangent curve to left;

THENCE Southeasterly along a curve to the left, having a radius of 340.00 feet (said curve being subtended by a chord bearing South 19°17'29" East a chord distance of 47.38 feet) an arc length of 47.41 feet;

THENCE South 88°54'43" West a distance of 273.31 feet;

THENCE South 01°05'17" East a distance of 123.43 feet;

THENCE South 23°41'58" East a distance of 43.84 feet;

THENCE North 88°54'43" East a distance of 160.00 feet;

THENCE North 66°18'06" East a distance of 76.70 feet;

THENCE North 48°06'14" East a distance of 62.23 feet to a point on a non-tangent curve to left;

THENCE Southeasterly along a curve to the left, having a radius of 340.00 feet (said curve being subtended by a chord bearing South 55°06'37" East a chord distance of 155.45 feet) an arc length of 156.83 feet;

THENCE South 23°44'21" West a distance of 163.47 feet;

THENCE South 66°15'39" East a distance of 147.17 feet;

THENCE South 23°44'21" West a distance of 38.53 feet;

THENCE North 66°15'39" West a distance of 50.00 feet;

THENCE South 23°44'21" West a distance of 4.38 feet;

THENCE South 13°43'17" West a distance of 87.77 feet;

THENCE South 66°19'21" West a distance of 517.11 feet;

THENCE North 23°41'55" West a distance of 319.69 feet;

THENCE North 23°25'40" West a distance of 330.56 feet;

THENCE North 22°47'11" West a distance of 251.10 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 397,389 square feet or 9.1228 acres, more or less.

OWNER'S CERTIFICATE AND
DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, THE UNDERSIGNED, GLENTAPP DEVELOPMENT, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF AND THE ONLY PERSONS HAVING ANY RIGHT, TITLE OR INTEREST IN THE LAND SHOWN ON THE ANNEXED PLAT OF SOUTHWEST CROSSROADS SECTION 2, AN ADDITION TO THE CITY OF GLENPOOL, OKLAHOMA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS AND THAT WE HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, STREETS, EASEMENTS, AND COMMON RESERVED AREAS AS SHOWN ON SAID ANNEXED PLAT.

WE FURTHER CERTIFY THAT WE ARE THE OWNERS OF AND THE ONLY PERSONS OR ENTITIES WHO HAVE ANY RIGHT, TITLE, OR INTEREST TO THE LAND INCLUDED IN THE ABOVE MENTIONED PLAT, AND WE DO HEREBY DEDICATE ALL STREETS, EASEMENTS, AND COMMON RESERVED AREAS AS SHOWN ON SAID ANNEXED PLAT TO THE USE OF THE PUBLIC FOREVER.

WE FURTHER HEREBY AGREE THAT NO TRANSFER OF DEEDS OR BUILDING PERMITS WILL BE TRANSACTED UNTIL ALL STREETS AND UTILITY IMPROVEMENTS HAVE BEEN COMPLETED AND ACCEPTED BY THE CITY OR APPROPRIATE FINANCIAL GUARANTEES AS REQUIRED HAVE BEEN SUBMITTED AND ACCEPTED.

STATE OF OKLAHOMA } SS.
COUNTY OF OKLAHOMA }

GLENTAPP DEVELOPMENT, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____

NAME: _____
TITLE: _____

ACKNOWLEDGMENT
STATE OF OKLAHOMA } SS.
COUNTY OF OKLAHOMA }

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS _____ DAY OF _____, 2017 DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS THE OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE PLAT OF HIS OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN TESTIMONY WHEREOF I HAVE HEREINTO SET MY HAND AND SEAL ON THE DAY AND YEAR LAST ABOVE WRITTEN.

Signed: _____

My Commission Expires: _____

PREPARED FOR:

OWNER:
GLENTAPP DEVELOPMENT, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
450 SOUTH COLTRANE
EDMOND, OKLAHOMA 73034
PH: (405) 752-7522
FAX: (405) 749-9924

SURVEYOR:
DODSON-THOMPSON-MANSFIELD, PLLC
20 N.E. 38th STREET
OKLAHOMA CITY, OK 73105
PH: (405) 601-7402
CA NO. 6391, EXPIRES 6/30/2018

ENGINEER:
SMC CONSULTING ENGINEERS, P.C.
815 WEST MAIN
OKLAHOMA CITY, OK 73106
PH: (405) 232-7715
CA NO. 464, EXPIRES 6/30/2017

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT AS TO ALL REAL ESTATE INVOLVED IN THE PLAT ALL TAXES HAVE BEEN PAID FOR 2016 AS REFLECTED BY THE CURRENT PAYROLL AND THAT THERE ARE NO TAXES DUE FOR PRIOR YEARS, AND SECURITY HAS BEEN PROVIDED FOR 2017 TAXES NOT AS YET CERTIFIED TO ME.

COUNTY TREASURER

CERTIFICATE OF COUNTY CLERK

THIS PLAT HAS BEEN FILED IN THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA, THIS _____ DAY OF _____ 2017. BOOK _____ PAGE _____.

COUNTY CLERK

CITY PLANNING COMMISSION APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL PLANNING COMMISSION ON _____

CHAIRPERSON, VICE CHAIRPERSON OR SECRETARY

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL PLANNING COMMISSION ON _____

MAYOR OR VICE MAYOR

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL PLANNING COMMISSION ON _____

CITY MANAGER

THIS APPROVAL SHALL NOT BE INTERPRETED TO MEAN STREETS, SANITARY SEWERS, STORM DRAINAGE OR OTHER UTILITIES ARE CONSTRUCTED AS SHOWN ON THIS PLAT.

SURVEYOR'S CERTIFICATE

I, RANDALL A. MANSFIELD, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, AND THAT THE CONDITIONAL FINAL PLAT OF SOUTHWEST CROSSROADS SECTION 2, A REPLAT OF A PART OF LOT 2, BLOCK 1, SOUTHWEST CROSSROADS, AN ADDITION TO THE CITY OF GLENPOOL, OKLAHOMA, CONSISTING OF THREE (3) SHEETS, REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE _____ DAY OF _____, 2017, AND THAT MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, THAT THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYORS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

Signed: _____
RANDALL A. MANSFIELD, PROFESSIONAL SURVEYOR 1613

ACKNOWLEDGMENT
STATE OF OKLAHOMA } SS.
COUNTY OF OKLAHOMA }

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS _____ DAY OF _____, 2017 PERSONALLY APPEARED RANDALL A. MANSFIELD, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THIS INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES HEREIN SET FORTH.
IN TESTIMONY WHEREOF I HAVE HEREINTO SET MY HAND AND SEAL ON THE DAY AND YEAR LAST ABOVE WRITTEN.

Signed: _____
Notary Public

My Commission Expires _____

CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
SHEET 1 OF 3

SMC Consulting Engineers, P.C.

815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859
Website: www.smcokc.com

OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. CA 464 EXP 6/30/2017

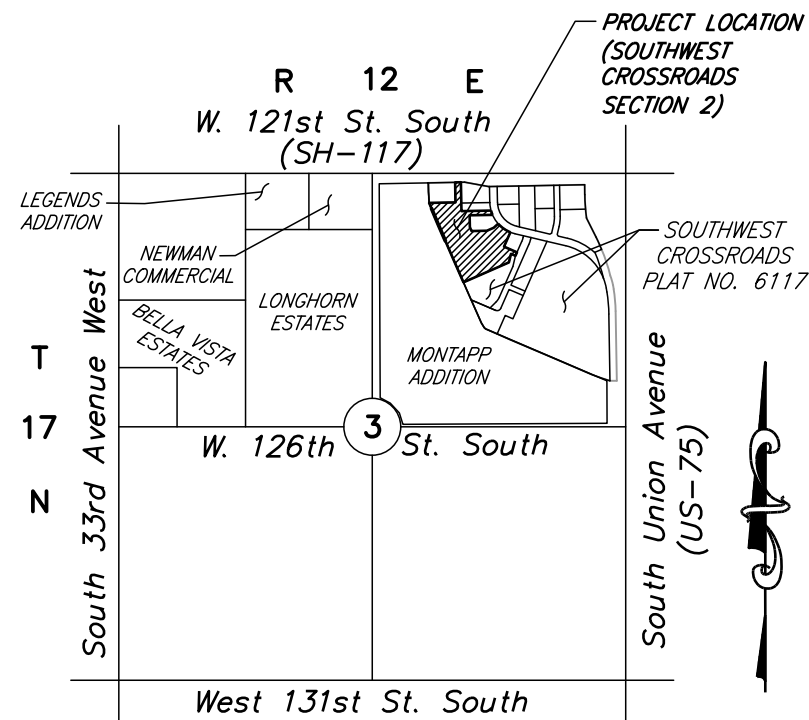
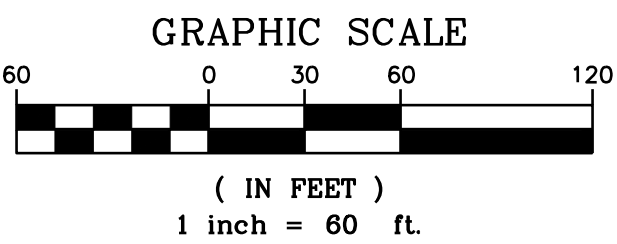
PROJECT NO.: 4621.00 DATE: 02/02/2017

SMC

CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
A REPLAT OF A PART OF LOT 2, BLOCK 1
SOUTHWEST CROSSROADS, PLAT NO. 6117

AN ADDITION TO THE CITY OF GLENPOOL
IN A PART OF THE NE 1/4 OF SECTION 3, T17N, R12E, 1B&M.
TULSA COUNTY, OKLAHOMA

ZONING DATA	
DISTRICT:	CG - COMMERCIAL
MINIMUM YARD REQUIREMENTS	
FRONT:	
ALONG SH-117 (W. 121st STREET SOUTH)	50'
ALONG S. WACO AVE., W. 126th ST. S., YUKON AVE. AND S. VANCOUVER AVE.	25'
SIDE:	0'
REAR:	0'



BENCHMARK - BM 1		BENCHMARK - BM 2	
ELEVATION	681.50	ELEVATION	680.37
MONUMENT	CUT "X"	MONUMENT	CUT "X"
LOCATION	ON TOP OF HEADWALL SOUTHWEST CORNER OF NORTHWEST PROPERTY CORNER	LOCATION	ON CORNER OF SIDEWALK RAMP, NORTH OF NORTHEAST PROPERTY CORNER

BENCHMARK - BM 3	
ELEVATION	683.52
MONUMENT	CUT "X"
LOCATION	ON TOP OF CURB AT WEST P.C. OF NORTHWEST WHATABURGER ENTRANCE

UNLESS OTHERWISE NOTED,
ALL PROPERTY CORNERS ARE EITHER
SET 1/2" I.P. W/CA6391 CAP OR
SET MAG NAIL W/CA6391 TAG

LEGEND	
U/E	UTILITY EASEMENT
SD/E	STORM DRAINAGE EASEMENT
WL/E	WATERLINE EASEMENT
SS/E	SANITARY SEWER EASEMENT
R/W	RIGHT OF WAY
LNA	LIMITS OF NO ACCESS
---	PLAT BOUNDARY; PLAT LOT LINE
---	MUTUAL ACCESS EASEMENT
---	UTILITY EASEMENT
---	EXISTING LOT LINE
---	EXISTING EASEMENTS (SS/E, SD/E, U/E)
---	EXISTING MUTUAL ACCESS EASEMENT

**SOUTHWEST CROSSROADS SECTION 2
LOT SUMMARY TABLE**

BLOCK 1, LOT 1	7.4412 ACRES
BLOCK 1, LOT 2	1.6816 ACRES

Line Table		
Line #	Direction	Length
L1	S 23°41'55" E	27.69'

Curve Table					
Curve #	Radius	Length	Delta	Tangent	Chord Length
C1	85.00'	22.90'	15°26'08"	11.52'	S 32°26'48" E 22.83'
C2	65.00'	18.68'	16°27'39"	9.40'	S 31°55'52" E 18.61'
C3	95.00'	27.29'	16°27'39"	13.74'	S 31°55'52" E 27.20'

PREPARED FOR:

OWNER:
GLENAPP DEVELOPMENT, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
450 SOUTH COLTRANE
EDMOND, OKLAHOMA 73034
PH: (405) 752-7522
FAX: (405) 749-9924

SURVEYOR:
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20 N.E. 38th STREET
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Website: www.smcokc.com

OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. CA 464 EXP 6/30/2017

PROJECT NO.: 4621.00 DATE: 02/02/2017

CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
SHEET 2 OF 3

SMC

**CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
A REPLAT OF A PART OF LOT 2, BLOCK 1
SOUTHWEST CROSSROADS, PLAT NO. 6117**

**AN ADDITION TO THE CITY OF GLENPOOL
IN A PART OF THE NE 1/4 OF SECTION 3, T17N, R12E, 1B&M.
TULSA COUNTY, OKLAHOMA**

DEED OF DEDICATION

SECTION I. EASEMENTS, UTILITIES AND SITE PLAN APPROVAL

A. GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" ON THE ACCOMPANYING PLAT (THE "PLAT") OF SOUTHWEST CROSSROADS SECTION 2 ADDITION (THE "SUBDIVISION") FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, UPON, OVER, UNDER, ACROSS AND ALONG SUCH "UTILITY EASEMENTS" TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING UPON, OVER, UNDER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSES OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH OWNER OF A LOT LOCATED WITHIN THE SUBDIVISION (INDIVIDUALLY A "LOT" AND COLLECTIVELY THE "LOTS") AND SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA AND BY THE SUPPLIER OF ANY AFFECTED FRANCHISED UTILITY SERVICES, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND UTILITY SERVICES

1. THROUGHOUT THE SUBDIVISION, STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES INCLUDING FRANCHISED ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE UTILITY EASEMENT DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHT-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SUCH UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICES LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURES AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICES SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERPETUAL AND EFFECTIVE UNDERGROUND RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR GAS SERVICE LINE EXTENDING FROM THE SERVICE PEDESTAL, GAS MAIN, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF FRANCHISED ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE ACCOMPANYING PLAT AND TO UNDERGROUND RIGHT-OF-WAY EASEMENTS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICES.

4. THE RECORD OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND UTILITY FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE RECORD OWNER OF A LOT SHALL BE LIABLE FOR DAMAGE TO OR RELOCATION OF SUCH FACILITIES LOCATED ON THEIR LOT CAUSED OR NECESSITATED BY ACTS OF SUCH RECORD OWNER OR THEIR AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE FRANCHISED SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND BY ACCEPTANCE OF THE DEED THEREFOR, THE RECORD OWNER OF THE LOT, FOR ITSELF AND FOR ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

C. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE ACCOMPANYING PLAT AND TO UNDERGROUND RIGHT-OF-WAY EASEMENTS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSES OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICES.

2. THE RECORD OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SUCH FACILITIES, BUT THE RECORD OWNER OF A LOT SHALL BE LIABLE FOR DAMAGE TO OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH RECORD OWNER, OR THEIR AGENTS OR CONTRACTOR.

3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE, AND BY ACCEPTANCE OF THE DEED THEREFOR, THE RECORD OWNER OF THE LOT, FOR ITSELF AND FOR ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND THEREBY.

D. WATER MAIN, SANITARY SEWERS, AND STORM SEWERS

1. THE RECORD OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THOSE PORTIONS OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS IN THIS SUBDIVISION LOCATED UPON SUCH RECORD OWNER'S LOT.

2. WITHIN THE UTILITY EASEMENT AREAS, STORM SEWER EASEMENT AREAS AND SANITARY SEWER EASEMENT AREAS AS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF GLENPOOL, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF GLENPOOL, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWER, BUT THE RECORD OWNER OF A LOT SHALL BE LIABLE FOR DAMAGE TO OR RELOCATION OF SUCH FACILITIES LOCATED ON THEIR LOT CAUSED OR NECESSITATED BY ACTS OF SUCH RECORD OWNER, OR THEIR AGENTS OR CONTRACTORS.

4. THE CITY OF GLENPOOL, OKLAHOMA OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENT AREAS, STORM SEWER EASEMENT AREAS OR SANITARY SEWER EASEMENT AREAS AS DEPICTED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF INSTALLING, MAINTAINING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA OR ITS SUCCESSORS, AND BY ACCEPTANCE OF THE DEED THEREFOR, THE RECORD OWNER OF THE LOT, FOR ITSELF AND FOR ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE ACCOMPANYING PLAT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATIONS AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S), SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF THE DEED THEREFOR, THE RECORD OWNER OF THE LOT, FOR ITSELF AND FOR ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE RECORD OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS, REPAIRS OR MAINTENANCE OF WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS, STORM SEWER EASEMENTS AND SANITARY SEWER EASEMENT AREAS AS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF GLENPOOL, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICES SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO STATE HIGHWAY 117 WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (LNA) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF GLENPOOL, OR ITS SUCCESSOR, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA. THE LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL.

H. STORM WATER DETENTION EASEMENT (RESERVE AREAS 1, 2 AND 3)

1. FOR THE COMMON USE AND BENEFIT OF THE RECORD OWNERS OF LOTS AND FOR THE BENEFIT OF THE CITY OF GLENPOOL, OKLAHOMA, THE OWNER/DEVELOPER HAS CONSTRUCTED THE DETENTION AND DRAINAGE FACILITIES WITHIN DRAINAGE RESERVE AREAS 1, 2 AND 3, AS DEPICTED ON THE ACCOMPANYING PLAT OF THE SUBDIVISION, WHICH ARE NECESSARY TO MEET CITY OF GLENPOOL, OKLAHOMA, DETENTION AND DRAINAGE REQUIREMENTS APPLICABLE TO SAID LOTS. RESERVE AREAS 1, 2 AND 3 WILL BE MAINTAINED BY A RESPONSIBLE PARTY WHO WILL INITIALLY BE THE OWNER/DEVELOPER (THE "RESPONSIBLE PARTY") IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS DEED OF DEDICATION AND THE EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND AGREEMENT AND THE JUNIOR DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND AGREEMENT (COLLECTIVELY THE "ECR", BK____, PG_____) HAS BEEN FILED OF RECORD IN THE REAL ESTATE RECORDS OF TULSA COUNTY, OKLAHOMA.

2. THE DETENTION AND DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE RESERVE AREAS 1, 2 AND 3 HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF GLENPOOL, OKLAHOMA, AND SPECIFICATIONS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF GLENPOOL, OKLAHOMA.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN, UPON, ACROSS OR UNDER DRAINAGE RESERVE AREAS 1, 2 AND 3, NOR SHALL THERE BE ANY ALTERATION OF GRADES OR CONTOURS IN SUCH DRAINAGE RESERVE AREAS 1, 2 AND 3 UNLESS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF GLENPOOL, OKLAHOMA, PROVIDED HOWEVER THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF LESS THAN TWO AND ONE-HALF (2-1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF GLENPOOL, OKLAHOMA.

4. THE STORM WATER DETENTION AND DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE RESERVE AREAS 1, 2 AND 3 SHALL BE MAINTAINED, REPAIRED OR REPLACED, AS NECESSARY, BY THE RESPONSIBLE PARTY, AS PROVIDED FOR HEREIN AND IN THE ECR, IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

- THE STORM WATER DETENTION AREAS AND DRAINAGE FACILITIES SHALL BE KEPT FREE OF OBSTRUCTION AND DEBRIS,
- THE STORM WATER DETENTION AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING FOUR (4) WEEKS,
- CONCRETE APPURTENANCES LOCATED WITHIN OR SERVING DRAINAGE RESERVE AREAS 1, 2 AND 3, IF ANY, SHALL BE MAINTAINED IN GOOD WORKING CONDITIONS; AND
- TRICKLE CHANNELS, IF ANY, LOCATED WITHIN DRAINAGE RESERVE AREAS 1, 2 AND 3 SHALL BE CLEANED OF SILTATION AND VEGETATION AT LEAST TWICE YEARLY.

THE MAINTENANCE, REPAIR AND REPLACEMENT SHALL BE PERFORMED BY THE RESPONSIBLE PARTY AS PROVIDED FOR HEREIN AND IN THE ECR (BK____, PG_____) (THE OWNER OF LOT (1), BLOCK (1), NOT BEING A RESPONSIBLE PARTY), AND THE COST THEREOF ATTRIBUTABLE TO DRAINAGE RESERVE AREAS 1, 2 AND 3 SHALL BE ASSESSED TO THE RECORD OWNERS OF LOTS EXCLUSIVE OF THE RECORD OWNER OF LOT ONE (1), BLOCK ONE (1) (AS SUCH LOT IS IDENTIFIED ON THE PLAT) IN ACCORDANCE WITH THE TERMS OF THIS DEED OF DEDICATION AND THE ECR.

5. IN THE EVENT OF THE FAILURE OF THE RESPONSIBLE PARTY TO PROPERLY MAINTAIN, REPAIR OR REPLACE THE STORM WATER DETENTION AND/OR DRAINAGE FACILITIES SITUATED IN DRAINAGE RESERVE AREAS 1, 2 AND 3, IN ACCORDANCE WITH THE TERMS OF THIS DEED OF DEDICATION OR THE ECR OR, IN THE EVENT OF THE PLACEMENT OF A PERMANENT OBSTRUCTION WITHIN SAID DRAINAGE RESERVE AREAS 1, 2 AND 3, OR THE PERMANENT ALTERATION OF THE GRADE OR CONTOUR THEREOF, THE CITY OF GLENPOOL, OKLAHOMA OR ITS DESIGNATED CONTRACTOR, MAY NOTIFY THE RESPONSIBLE PARTY IN WRITING OF SUCH ISSUE INVOLVING DRAINAGE RESERVE AREAS 1, 2 AND 3 AND IF THE RESPONSIBLE PARTY DOES NOT REMEDY SUCH ISSUE OR COMMENCE TO REMEDY SUCH ISSUE WITHIN THIRTY (30) DAYS FROM THE DATE THE RESPONSIBLE PARTY RECEIVES NOTICE FROM THE CITY OF GLENPOOL, THEN THE CITY OF GLENPOOL, OKLAHOMA OR ITS REPRESENTATIVE MAY ENTER DRAINAGE RESERVE AREAS 1, 2, AND 3 AND PERFORM MAINTENANCE, REPAIRS OR REPLACEMENTS NECESSARY TO ACHIEVE THE DRAINAGE AND DETENTION FUNCTIONS INTENDED BY THE APPROVED PLANS AND SPECIFICATIONS THEREFOR, AND REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATIONS OF GRADE OR CONTOURS, AND THE COST THEREOF SHALL BE ALLOCATED TO AND PAID BY THE RESPONSIBLE PARTY WHICH MAY COLLECT SUCH COSTS FROM THE RECORD OWNERS OF LOTS WITHIN THE SUBDIVISION, EXCLUDING THE RECORD OWNER OF LOT ONE (1), BLOCK ONE (1), ON A PRO RATA BASIS BASED ON THE SQUARE FOOTAGE OF THE LAND COMPRISING EACH LOT AS COMPARED TO THE TOTAL SQUARE FOOTAGE OF ALL OF THE LOTS SITUATED IN THE SUBDIVISION, EXCLUDING LOT ONE (1), BLOCK ONE (1), AS MORE FULLY DESCRIBED IN THE ECR. IN THE EVENT, THE RESPONSIBLE PARTY, EXCLUDING LOT ONE (1), BLOCK ONE (1), FAILS TO PAY THE COST OF SUCH MAINTENANCE, REPAIRS OR REPLACEMENT, REMOVAL OF OBSTRUCTION OR CORRECTION OR ALTERATION OF GRADE OR CONTOURS PERFORMED BY THE CITY OF GLENPOOL, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR WITHIN THIRTY (30) DAYS AFTER COMPLETION OF SUCH ACTIVITIES AND RECEIPT OF A STATEMENT OF THE COSTS THEREFOR, THE CITY OF GLENPOOL OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COST, AND THEREAFTER THE COST SHALL BE A LIEN AGAINST THE DRAINAGE RESERVE AREAS 1, 2 AND 3 AND THE RESPONSIBLE PARTY OTHER THAN LOT ONE (1), BLOCK ONE (1). A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF GLENPOOL, OKLAHOMA IN ACCORDANCE WITH APPLICABLE LAWS.

6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL FURTHER BE ENFORCEABLE AS PROVIDED IN THE ECR, BY THE RECORD OWNERS OF LOTS OF THIS SUBDIVISION AND BY THE CITY OF GLENPOOL, OKLAHOMA, AND BY ACCEPTANCE OF A DEED THEREFOR, THE RECORD OWNER OF ANY SUCH LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

I. MUTUAL ACCESS EASEMENTS WITHIN SOUTHWEST CROSSROADS SUBDIVISION

1. MUTUAL ACCESS EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AND DESIGNATED AS "M.A.E." ARE HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING NON-EXCLUSIVE VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS TO, FROM AND BETWEEN THE LOTS WITHIN THE SUBDIVISION ADJOINING SUCH MUTUAL ACCESS EASEMENTS AND ALL STREETS ADJACENT TO AND CONTAINED WITHIN THE SUBDIVISION, AND SUCH EASEMENT SHALL BE FOR THE MUTUAL USE AND BENEFIT OF THE RECORD OWNERS OF EACH AFFECTED LOT, THEIR GRANTEEES, SUCCESSORS, ASSIGNS, TENANTS, GUESTS AND INVITEES, AND SHALL BE APPURTENANT TO EACH AFFECTED LOT, PROVIDED, HOWEVER, GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SERVICES SHALL HAVE THE REASONABLE USE OF SUCH MUTUAL ACCESS EASEMENTS AS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE SUBDIVISION.

2. THE RECORD OWNER OF EACH LOT DEPICTED ON THE ACCOMPANYING PLAT SHALL MAINTAIN, REPAIR AND REPLACE, AS NECESSARY, THE DRIVEWAY, AISLE, WALKWAY, CURB CUTS AND OTHER IMPROVEMENTS LOCATED WITHIN THAT AREA OF THEIR LOT DEPICTED ON THE ACCOMPANYING PLAT AS AN "M.A.E." IN GOOD CONDITION.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN, UPON, OVER OR ACROSS THAT PORTION OF A LOT DEPICTED ON THE ACCOMPANYING PLAT AS AN "M.A.E." THAT WOULD INTERFERE WITH THE FREE FLOW OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS UPON, OVER AND ACROSS SUCH "M.A.E." AREA.

4. IN THE EVENT THE RECORD OWNER OF A LOT SHOULD FAIL TO PROPERLY MAINTAIN, REPAIR AND/OR REPLACE, AS NECESSARY, THE DRIVEWAY, AISLE, WALKWAY, CURB CUTS AND OTHER IMPROVEMENTS LOCATED WITHIN THE "M.A.E." SITUATED ON THEIR LOT IN GOOD CONDITION OR IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SAID "M.A.E." AREAS, THE RESPONSIBLE PARTY AS DEFINED ABOVE MAY AS PROVIDED FOR HEREIN AND IN THE ECR ENTER SAID "M.A.E." AREA ON SUCH RECORD OWNER'S LOT AND PERFORM SUCH MAINTENANCE, REPAIR AND REPLACEMENT, AS NECESSARY, OR REMOVE SUCH OBSTRUCTION AND THE COSTS OF THEREOF SHALL BE ASSESSED TO SUCH RECORD OWNER.

5. IN THE EVENT THE RECORD OWNER OF A LOT FAILS TO PAY ITS ASSESSMENT FOR THE COSTS OF SUCH MAINTENANCE, REPAIR OR REPLACEMENT OR REMOVAL OF SUCH OBSTRUCTION RELATED TO AN "M.A.E." WITHIN THIRTY (30) DAYS AFTER COMPLETION OF SUCH ACTIVITIES AND RECEIPT OF A STATEMENT FOR SUCH ASSESSMENTS, SUCH ASSESSMENT TOGETHER WITH INTEREST THEREON, COSTS, AND REASONABLE ATTORNEY FEES FOR THE COLLECTION THEREOF SHALL BE A CONTINUING LIEN ON SUCH RECORD OWNER'S LOT AND THE PERSONAL OBLIGATION OF THE RECORD OWNER OF SUCH LOT AT THE TIME OF SUCH ASSESSMENT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED IN ACCORDANCE WITH APPLICABLE LAWS.

6. THE COVENANTS SET FORTH IN THIS SECTION I. SHALL BE ENFORCEABLE AS PROVIDED FOR HEREIN AND BY THE RECORD OWNER OF ANY LOT WITHIN THE SUBDIVISION, AND BY ACCEPTANCE OF THE DEED THEREFOR, THE RECORD OWNER OF THE LOT, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

THE COVENANTS SET FORTH IN THIS SECTION I. SHALL BE ENFORCEABLE BY THE CITY OF GLENPOOL, OKLAHOMA AND BY ACCEPTANCE OF A DEED THEREFOR, THE RECORD OWNER OF A LOT, OR ANY PORTION THEREOF, FOR ITSELF AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, AGREES TO BE BOUND HEREBY.

J. STORM SEWER EASEMENT

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF GLENPOOL, OKLAHOMA, THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC, AND HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "SD/E" OR "STORM SEWER EASEMENT" FOR THE PURPOSES OF CONSTRUCTION, MAINTAINING, OPERATION, REPAIRING, REPLACING, AND/OR REMOVING STORM SEWERS, TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, AND OTHER APPURTENANCES THERETO TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENT.

K. SITE PLAN APPROVAL

PRIOR TO ISSUANCE OF A BUILDING OR OCCUPANCY PERMIT FOR ANY LOT(S) WITHIN THE SUBDIVISION, A SITE PLAN MUST BE SUBMITTED TO AND APPROVED BY THE CITY OF GLENPOOL IN ACCORDANCE WITH THE CITY OF GLENPOOL ZONING CODE. ALL PROPOSED BUILDINGS AND IMPROVEMENTS UPON AN APPROVED SITE PLAN SHALL CONFORM TO CITY OF GLENPOOL ZONING CODE REQUIREMENTS UNLESS OTHERWISE PROVIDED FOR BY THE CITY OF GLENPOOL, WHICH MAY INCLUDE INSTALLATION OF FIRE SUPPRESSION FACILITIES OR ADDITIONAL BUILDING OR ZONING CODE COMPLIANCE REQUIREMENTS AS DEEMED NECESSARY BY THE CITY OF GLENPOOL. THE SITE PLAN MUST ALSO DEPICT THE LOCATION OF MUTUAL ACCESS EASEMENTS, IF ANY, TO BE GRANTED.

SECTION II. ECR

REFER THE ECR (BK____, PG_____) FILED IN THE REAL ESTATE RECORDS OF TULSA COUNTY, OKLAHOMA, WHICH CONTAINS A NUMBER OF RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND PROVISIONS INCLUDING THOSE DEALING WITH RESERVE AREAS 1, 2 AND 3 AND CONTAINS A NUMBER OF PROVISIONS SEPARATE AND APART FROM THE EASEMENTS, RESTRICTIONS AND CONDITIONS CONTAINED WITHIN THIS DEED OF DEDICATION FOR THE SUBDIVISION AND SHALL BE ENFORCEABLE ONLY AS PROVIDED FOR IN THE ECR.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND PROVISIONS INCLUDING THOSE DEALING WITH RESERVE AREAS 1, 2 AND 3 AND CONTAINS A NUMBER OF PROVISIONS SEPARATE AND APART FROM THE EASEMENTS, RESTRICTIONS AND CONDITIONS CONTAINED WITHIN THIS DEED OF DEDICATION FOR THE SUBDIVISION AND SHALL BE ENFORCEABLE ONLY AS PROVIDED FOR IN THE ECR.

B. DURATION

THE TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS, AS SET FORTH IN THIS DEED OF DEDICATION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS EARLIER TERMINATED OR AMENDED, IN WHOLE OR IN PART, AS HEREINAFTER PROVIDED. IF NOT TERMINATED PRIOR TO THE END OF SAID THIRTY (30) YEARS PERIOD, THESE TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS, AS MAY HAVE BEEN AMENDED AS PROVIDED HEREIN, SHALL AUTOMATICALLY RENEW ON THE ANNIVERSARY DATE OF SUCH THIRTY (30) YEARS PERIOD FOR SUCCESSIVE TEN (10) YEAR PERIODS UNLESS EARLIER TERMINATED OR AMENDED, IN WHOLE OR IN PART, AS PROVIDED HEREIN.

C. AMENDMENT

SUBJECT TO THE PRIOR WRITTEN APPROVAL OF THE CITY OF GLENPOOL, OKLAHOMA, THE OWNER/DEVELOPER MAY WITH THE WRITTEN CONSENT OF THE RECORD OWNER OF LOT ONE (1), BLOCK ONE (1), BUT WITHOUT JOINDER OR CONSENT OF ANY OTHER PERSON, AMEND, ADD TO, MODIFY IN ANY MANNER OR TERMINATE, IN WHOLE OR IN PART, ANY OF THE TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS SET FORTH IN SECTION I.H., I.L, AND SECTION IIL.C., AT ANY TIME WHILE OWNER/DEVELOPER RETAINS THE RECORD OWNERSHIP OF ANY LOT OR DRAINAGE RESERVE AREA DEPICTED ON THE ACCOMPANYING PLAT OF THE SUBDIVISION. AFTER SUCH TIME THAT THE OWNER/DEVELOPER NO LONGER IS THE RECORD OWNER OF ANY LOT DEPICTED ON THE ACCOMPANYING PLAT OF THE SUBDIVISION, AND SUBJECT TO THE PRIOR WRITTEN APPROVAL OF THE CITY OF GLENPOOL, OKLAHOMA, THE TERMS, CONDITIONS, COVENANTS AND RESTRICTIONS, OR ANY PORTION THEREOF, WITHIN SECTION I.H., I.L, AND SECTION IIL.C, MAY BE AMENDED, ADDED TO, OR MODIFIED IN ANY MANNER OR TERMINATED, IN WHOLE OR IN PART, AT ANY TIME BY THE WRITTEN CONSENT OF SEVENTY-FIVE (75%) PERCENT OF ALL PARTIES THEN CONSTITUTING THE CURRENT RECORD OWNERS OF THE LOTS DEPICTED ON THE ACCOMPANYING PLAT OF THE SUBDIVISION AND IN ALL EVENTS, THE RECORD OWNER OF LOT ONE (1), BLOCK ONE (1). THE PROVISIONS OF ANY INSTRUMENT AMENDING, ADDING TO, MODIFYING IN ANY MANNER OR TERMINATING THE TERMS, CONDITIONS, COVENANTS, AND RESTRICTIONS OR ANY PORTIONS THEREOF, SHALL BE EFFECTIVE FROM AND AFTER THE DATE SUCH INSTRUMENT IS RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

E. COMPLIANCE AND NON-DISTURBANCE

ALL PARTIES TO THIS DEED OF DEDICATION SHALL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS. FURTHERMORE, THE USERS OF ANY EASEMENTS SHALL USE REASONABLE EFFORTS TO AVOID DISRUPTING THE OPERATIONS OF THE BUSINESSES BUILT WITHIN THE SUBDIVISION OR DISTURBING CUSTOMERS SHOPPING IN THE SUBDIVISION.

SMC Consulting Engineers, P.C.		
815 West Main - Oklahoma City, OK 73106		
Ph: 405-232-7715 Fax: 405-232-7859		
Website: www.smcock.com		
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. CA 464 EXP 6/30/2017		
PROJECT NO.: 4621.00	DATE: 02/02/2017	



CONDITIONAL FINAL PLAT OF
SOUTHWEST CROSSROADS SECTION 2
SHEET 3 OF 3



Date: March 2, 2017

To: Honorable Mayor and City Council

From: Susan White, City Clerk

Re: Nomination to OMAG Board of Trustees

Background

As a participating member of OMAG, the City of Glenpool enjoys the opportunity to nominate a candidate for election to serve on the OMAG Board of Trustees. Nominees must be an elected or appointed official of the municipality. Commonly, City Managers are nominated and elected to serve in the capacity of OMAG Trustee.

The process requires qualified candidates to be officially nominated by their respective city. Candidate names will be entered on a ballot and the election will be conducted in May 2017. Candidates which prevail in the election will serve a three-year term beginning July 1, 2017.

Mr. Kolman has agreed to serve, if elected, on the Board of Trustees as a representative for Northeastern Oklahoma. Having a member of our own staff on the Board can be a great asset for the benefit of Glenpool as well as other regional cities.

Staff Recommendation

Staff recommends approval of Mr. Kolman's nomination to the OMAG Board of Trustees and requests the Council authorize Mayor Fox to execute the official nomination form.

Attachment

- Notice of Election
- Nomination Form

NOTICE OF ELECTION
FOR
BOARD OF TRUSTEES
OF THE
OKLAHOMA MUNICIPAL ASSURANCE GROUP

Notice is hereby given that three (3) positions on the Board of Trustees of the Oklahoma Municipal Assurance Group are to be filled by election to three-year terms commencing on July 1, 2017. The present office holders whose positions will expire are:

Mr. Earl Burson, City Manager of the City of Harrah
Ms. Janice Cain, City Manager of the City of Altus
Ms. Pam Polk, City Manager of the City of Collinsville

The remaining members on the Board of Trustees are:

Mr. Michael Bailey, Administrative Director/CFO of the City of Bartlesville
Mr. Mike Nunneley, Town Administrator of the Town of Mannford
Mr. Craig Stephenson, City Manager of the City of Ponca City

Each municipality that has adopted the *Agreement Establishing the Oklahoma Municipal Assurance Group* may nominate up to three candidates on the attached nomination form. Nominations must be received by OMAG no later than March 16, 2017.

Each nominee must be an elected or appointed official of an OMAG-member municipality.

The election will be conducted by mail ballot in May. Only those candidates nominated by this process will appear on the election ballot.

PLEASE BE ADVISED THAT FAILURE TO PROPERLY SUBMIT YOUR NOMINATION WILL INVALIDATE THE NOMINATION! Your nomination must be:

- 1. Submitted on the attached form; and***
- 2. Signed by the Mayor; and***
- 3. Attested to by the City Clerk; and***
- 4. Returned to OMAG no later than March 16, 2017 by: (1) sending a facsimile of the form to OMAG at (405) 657-1401; (2) emailing the form to Kelsie Willis at kwillis@omag.org; or (3) sending OMAG the form by certified mail.***

Please note that the biographical sketch for each nominee will appear on the ballot exactly as it is written on this form.

2017 NOMINATION(S) TO THE BOARD OF TRUSTEES OF
THE OKLAHOMA MUNICIPAL ASSURANCE GROUP

Name: Roger Kolman Title: City Manager

Municipality City of Glenpool

Biographical sketch for ballot (not more than 50 words): ~~Roger Kolman has been the City Manager of Glenpool since 2014; previously serving as City Manager in Anadarko, OK, as the Assistant City Manager and Director of Finance and Risk Manager for Maricopa, AZ. He has audited governmental entities, including municipal risk pools. Roger holds Master of Administration and Bachelor of Science degrees and is a CPA.~~

Roger Kolman has been City Manager of Glenpool since 2014; previously serving as City Manager in Anadarko, and Assistant City Manager and Finance Director for Maricopa, AZ. He has audited governmental entities, including municipal risk pools. Roger holds Master of Administration and Bachelor of Science degrees and is a CPA.

Name: _____ Title: _____

Municipality _____

Biographical sketch for ballot (not more than 50 words): _____

Name: _____ Title: _____

Municipality _____

Biographical sketch for ballot (not more than 50 words): _____

The above named person(s) are hereby nominated by the City/Town of _____ as Candidate(s) for three-year terms on the Board of Trustees of the Oklahoma Municipal Assurance Group for terms commencing on July 1, 2017.

Signed: _____ Mayor

Attest: _____ Date: _____ Clerk



To: HONORABLE MAYOR AND CITY COUNCIL
From: Roger Kolman, City Manager
Date: March 6, 2017
Subject: ICSC Las Vegas Travel

Background:

The annual International Council of Shopping Centers conference in Las Vegas is scheduled for May 21 – May 24 this year. The City Manager and one or more City Councilors have attended this retail development show in the past to work with our economic development consultants on promoting Glenpool's retail development. Recent interest in retail and commercial development south of 151st Street has opened up new opportunities for the future of Glenpool, which increases the importance of attending this event.

Section 14 of the Code of Ethics and Policy Statement for Members of the City Council requires that approval of non-recurring travel costs for Council members be obtained prior to the costs being incurred. In the case of the ICSC event, costs for the Mayor to attend should approximate:

- ICSC Registration \$610
- Air Travel \$500
- Hotel \$ 450
- Meals/Misc. \$250
- Total \$1,810

Funding for this trip will come from budget line item 01-11-6-6263 in the FY 2017 budget.

Staff Recommendation:

Staff recommends approval of this request.

Attachments:

N/A



To: HONORABLE MAYOR AND CITY COUNCIL/
CHAIRMAN AND TRUSTEES OF GLENPOOL INDUSTRIAL AUTHORITY

From: Lowell Peterson, City Attorney

Date: February 6, 2017

Subject: Deed of EMS Facility from City to GIA

Background:

The Glenpool Industrial Authority, as owner of the EMS Facility, at 14522 S. Broadway, Glenpool, in November 2007, entered into a contract with Emergency Medical Services Plus, LLC, for the sale of the Facility for \$370,000, according to which EMS Plus paid the GIA a \$20,000 initial down payment as of January 2008, plus an additional \$70,330 in the form of rental payments of \$2,705 over a period of 26 months through February 2010. In February 2010, the GIA deeded the property to EMS Plus and took a promissory note for the payment of the balance of the sale price through February 2028. For reasons that are unclear from the record, the mortgage that secured the note identified the City, rather than the GIA, as mortgagee.

When EMS Plus was sold to Guardian, Guardian kept the title to the Facility (and its operations) in the name of EMS Plus, and retained EMS Plus's obligation on the note. The mortgage that secured the note included a power of sale clause that would have allowed the new EMS Plus simply to deed the property back to the mortgagee (identified as the City) in an event of default. However, as the Council and the Board of Trustees may recall, Guardian defaulted on a series of obligations, including federal payroll tax payments which became a lien on the property. Guardian also refused to be cooperative in the foreclosure process. The City found it necessary to go through the tedious rigors of a judicial foreclosure action in order to remove both Guardian and the IRS from the title to the property. Finally, in January 2017, the City paid off a delinquent ad valorem tax obligation of \$7,616.94.

The EMS Facility title was vested in the City by Sheriff's Deed dated January 5, 2017.

To be consistent with City policy to maintain property that is held for non-municipal/proprietary functions in the name of the GIA, it is prudent for the City to deed the property back to the GIA.

Staff Recommendation:

Staff recommends that the Council convey title to the EMS Facility to the GIA. and that the Board of Trustees accept ownership and ongoing responsibility.

Attachment:

- Quit-Claim Deed of EMS Facility from City to GIA

Mailing Address of Grantee: Glenpool Industrial Authority
12205 S. Yukon Avenue
Glenpool, OK 74033
ATTN: Lowell Peterson, City Attorney

QUIT-CLAIM DEED

THIS INDENTURE is made this 6th day of March 2016, between the City of Glenpool, Oklahoma, an Oklahoma municipal corporation, pursuant to Title 11 §§ 10-101 – 10-121 of the Oklahoma Statutes (“**Grantor**”), and the Glenpool Industrial Authority, an Oklahoma trust for the furtherance of public functions, pursuant to Title 60 §§ 176 – 180.4 of the Oklahoma Statutes (“**Grantee**”).

WITNESS THAT, in consideration of the sum of Ten Dollars (\$10.00) and other such good and valuable consideration as is hereby received and acknowledged, Grantor does, by these presents, hereby quit-claim, grant, bargain, sell and convey unto Grantee, its successors and assigns, to take the entire fee simple title, both at law and in equity, of, in and to, the following-described real estate, situated in the County of Tulsa, State of Oklahoma, to wit:

All of Lots 5 and 6, Block 2, Glenpool Townsite, now City of Glenpool, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

Street Address: 14522 South Broadway Street
Glenpool, Oklahoma 74033

[No Documentary Stamps, per 68 O.S. § 3202(11)]

TO HAVE AND TO HOLD the above granted premises unto the said Grantee, its respective successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand the day and year above written.

Attest:

CITY OF GLENPOOL, OKLAHOMA
Grantor

Susan White, City Clerk

By: _____
Timothy Lee Fox, Its Mayor

Mailing Address of Grantee: Glenpool Industrial Authority
12205 S. Yukon Avenue
Glenpool, OK 74033
ATTN: Lowell Peterson, City Attorney

STATE OF OKLAHOMA)
)
COUNTY OF TULSA) SS.

Before me, the undersigned, a Notary Public, and for said County and State, on this ____ day of _____ 2017, personally appeared Timothy Lee Fox, to me known to be the identical person who subscribed his name to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such City of Glenpool, identified as the Grantor therein, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public

My commission expires:

NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
REGULAR MEETING

A Regular Session of the Glenpool Utility Service Authority will begin at 6:00 p.m. immediately following the Glenpool City Council meeting, on Monday, March 6, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration by the Authority at that time:

AGENDA

- A) Call to Order
- B) Roll call, declaration of quorum
- C) Public Works Director Report - Wes Richter, Director of Public Works
- D) Scheduled Business
 - 1) Discussion and possible action to approve minutes from February 6, and February 21, 2017 meetings.
 - 2) Discussion and possible action to ratify action of the City Council to approve a bid in the amount of \$804,229.92 and authorize the Chairman to execute a Meter Replacement and AMR Installation Agreement with RG3 Utilities, LLC for materials and installation necessary to implement a city-wide water meter replacement project.
(Lynn Burrow, Community Development Director)
 - 3) Discussion and possible action to accept the waterline extension constructed to serve the Sunoco butane blending facility located at 12905 S. U.S. Hwy 75 W., and associated maintenance bond.
(Lynn Burrow, Community Development Director)
- E) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____,
_____ at _____ am/pm.

Signed: _____
Clerk



Public Works Director's Report

March 6, 2017

To: Glenpool Utility Services Authority Board Members,

The following report highlights and summarizes the various activities that are currently being addressed by the Public Works Department.

Waste Water Treatment Plant:

- Submitted Monthly DMR report to ODEQ.
- 3 sewer backups were reported they were all on customer's side.

Water Distribution:

- Meter reading started on February 1st.
- Meter reading was completed on February 13th.
- Total rereads for February were 132 of which 24 were incorrect reads and 0 were sent out for 2nd re reads.
- 187 Service Orders, 8 Blue tags were issued by the water billing dept.
- 5 New construction meters were set and 7 meter replacements.
- 241 Line locates were issued by call Okie.
- 124 turned off for nonpayment.

**MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
REGULAR SESSION
February 6, 2017**

The Regular Session of the Glenpool Utility Services Authority was held at Glenpool City Hall. Trustees present: Tim Fox, Chairman; Momodou Ceesay, Vice Chairman; Patricia Agee; Brandon Kearns and Jacqueline Triplett-Lund.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Susan White, Trust Secretary; Julie Casteen, Trust Treasurer; and Wes Richter, Director of Public Works.

- A) **Chairman Fox called the meeting to order at 6:45 p.m.**
- B) **Susan White, Secretary called the roll and Chairman Fox declared a quorum present.**
- C) Public Works Director Report - Wes Richter, Director of Public Works
- Mr. Richter reviewed for the Board the various activities accomplished by the water/wastewater personnel during the previous month.
- D) **Scheduled Business:**
- 1) **Discussion and possible action to approve minutes from January 3, and January 17, 2017 meetings.**
MOTION: Trustee Agee moved, second by Trustee Lund to approve minutes as presented.
FOR: Trustee Lund; Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns (January 3, 2017)
AGAINST: None
ABSTAIN: Trustee Kearns (January 17, 2017)
Motion carried.
 - 2) **Discussion and possible action to ratify action of the City Council to approve or disapprove OMAG recommendation to deny Tort Claim No. 202984-LR, Claimant Brock Kendrick.**
Lowell Peterson, City/Trust Attorney explained that because the Claim pertained to activities of GUSA personnel it appeared on this agenda as well as the City Council agenda.
MOTION: Trustee Kearns moved, second by Trustee Agee to ratify action of the City Council to deny Tort Claim No. 202984-LR as recommended by OMAG.
FOR: Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns
AGAINST: Trustee Lund
Motion carried.
 - 3) **Discussion and possible action to acknowledge receipt of audited FY16 Financial Report and Operating Report and direct that the Report be placed in the permanent files.**
MOTION: Trustee Kearns moved, second by Trustee Lund to acknowledge receipt of audited FY16 Financial Report and Operating Report and direct that the Report be placed in the permanent files.
FOR: Chairman Fox; Trustee Agee; Trustee Kearns; Trustee Lund; Vice Chairman Ceesay
AGAINST: None
Motion carried.
 - 4) **Discussion and possible action to approve and accept sanitary sewer-line improvements, serving Glenpool Center Storage South mini-storage facility, located at 15086 S. Elwood Ave.**
Lynn Burrow, Community Development Director recommended Board approval to accept sanitary sewer line extension as presented.
MOTION: Vice Chairman Ceesay moved, second by Trustee Agee to approve and accept sanitary sewer-line improvements, serving Glenpool Center Storage South mini-storage facility, located at 15086 S. Elwood Ave.
FOR: Trustee Agee; Trustee Kearns; Trustee Lund; Vice Chairman Ceesay; Chairman Fox
AGAINST: None
Motion carried.

- 5) **Discussion and possible action to accept ownership and maintenance responsibilities for 156th Street Water Storage Tower and associated waterline infrastructure improvements.**

MOTION: Trustee Kearns moved, second by Trustee Agee to accept ownership and maintenance responsibilities for 156th Street Water Storage Tower and associated waterline infrastructure improvements.

FOR: Trustee Kearns; Trustee Lund; Vice Chairman Ceesay; Chairman Fox; Trustee Agee

AGAINST: None

Motion carried.

- 6) **Discussion and possible action to approve Joint Resolution No. 17-02-01, A Joint Resolution Of The City Of Glenpool, A Political Subdivision Of The State Of Oklahoma, (The “City”) And The Glenpool Utility Services Authority, An Oklahoma Public Trust Of Which The City Is The Beneficiary (The “Authority,” And Together With The City The “Public Agency”) Declaring The Public Agency’s Intent, Pursuant To Provisions Of The Oklahoma Interlocal Cooperation Act And The Texas Interlocal Cooperation Act, To Enter Into A Particular Interlocal Participation Agreement With Region 8 Education Service Center (“ESC 8”), Pittsburg, Texas, In Order To Participate In And Receive The Benefits Of The Interlocal Purchasing System (“TIPS”); And To Authorize The Mayor Of The City And The Chairman Of The Authority To Execute The TIPS Interlocal Participation Agreement On Behalf Of The Public Agency, And To Execute Such Other Agreements And Related Documents, And Take Such Other Actions As Necessary To Implement The TIPS Interlocal Participation Agreement And Derive Its Benefits; And Containing Other Provisions Relating Thereto.**

MOTION: Vice Chairman Ceesay moved, second by Trustee Lund to approve Joint Resolution No. 17-02-01.

FOR: Trustee Lund; Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns

AGAINST: None

Motion carried.

E) Adjournment.

- There being no further business, Chairman Fox declared the meeting adjourned at 7:01 p.m.

Date

Chairman

ATTEST:

Secretary

**MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
SPECIAL SESSION
February 21, 2017**

The Special Session of the Glenpool Utility Services Authority was held at Glenpool City Hall. Trustees present: Tim Fox, Chairman; Patricia Agee; Brandon Kearns and Jacqueline Triplett-Lund. Momodou Ceesay, Vice Chairman was absent.

Staff present: Roger Kolman, City Manager; Lowell Peterson, Trust Attorney; Susan White, Trust Secretary; Julie Casteen, Trust Treasurer and Lynn Burrow, Community Development Director.

A) **Chairman Fox called the meeting to order at 6:27 p.m.**

B) **Susan White, Secretary called the roll and Chairman Fox declared a quorum present.**

C) **Scheduled Business:**

- 1) **Discussion and possible action to approve the professional services proposal from Schemmer Engineering for the purpose of locating all existing utility facilities and private homeowner improvements along the entire south boundary of Pecan Estates Addition, at a cost not to exceed \$8,200.00; and authorize the City Manager to execute the Agreement.**

Lynn Burrow, Community Development Director introduced the proposal from Schemmer Engineering and described the purpose. He stated that staff have identified a need to locate existing easements and utility lines. Staff is concerned that a sanitary sewer line may have been built outside the easement. The professional survey will be utilized to formulate a corrective plan if necessary.

MOTION: Trustee Kearns moved, second by Trustee Agee to approve the proposal as presented, and at a cost not to exceed \$8,200.00.

FOR: Trustee Lund; Chairman Fox; Trustee Agee; Trustee Kearns

AGAINST: None

ABSENT: Vice Chairman Ceesay

Motion carried.

D) **Adjournment.**

- There being no further business, Chairman Fox declared the meeting adjourned at 6:34 p.m.

Date

Chairman

ATTEST:

Secretary



MEMORANDUM

TO: CHAIRMAN AND BOARD OF TRUSTEES
GLENPOOL UTILITY SERVICES AUTHORITY

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: ACCEPTANCE OF WATERLINE EXTENSION SERVING
'SUNOCO BUTANE BLENDING FACILITY'

DATE: FEBRUARY 27, 2017

BACKGROUND

This item is for Board consideration and action regarding the approval and acceptance for ownership certain public waterline improvements constructed to serve the SUNOCO butane blending facility located at 12905 South U.S. Highway 75 West. The waterline in question was constructed to serve this project by tapping to an existing 12" ID City of Glenpool main feeder line located along the west side of US Highway 75 and extending east under the highway into the subject property per the attached plan sheet. The waterline improvements were permitted for construction by the Oklahoma Department of Environmental Quality (ODEQ) and were inspected by City staff during construction for compliance with the approved construction plans and City design and construction standards. It should be noted that the subject waterline improvements were constructed within a publically dedicated General Utility Easement created by the subdivision plat associated with the project. The attached Maintenance Bond covers all facilities constructed as a portion of the waterline extension for the required one-year period and for 100% of the actual construction cost.

Staff Recommendation:

Staff recommends that the Board approve and accept for ownership the subject waterline extension as illustrated along with the corresponding one-year Maintenance Bond.

Attachment:

- A. SUNOCO Letter of Request
- B. 'As-Built' Waterline Construction Plans
- C. Maintenance Bond



Sunoco Logistics

Sunoco Partners Marketing & Terminals L.P.

3807 West Chester Pike
New Town Square, PA 19073

February 19, 2017

City of Glenpool City Council
12205 S. Yukon Ave
Glenpool, Ok. 74033
Attn: Lynn Burrow - Community Development Director

Dear Mr. Borrow,

Construction of the waterline improvements at the new Sunoco Partners Marketing & Terminals L.P. facility at the address 12905 S Highway 75, Jenks, OK 74037-9400, located in the City of Glenpool, Tulsa County, Oklahoma have been completed. The Glenpool Fire Department has completed the hydrant testing, and we have provided the required one year Maintenance Bond for the improvements.

Attached is a copy of the as-built drawing of the water line improvements. Sunoco Partners Marketing & Terminals L.P. requests that the City of Glenpool, Oklahoma City Council accepts the waterline improvements and the corresponding As-Built drawing. We further request that the City of Glenpool accept and take ownership of the waterline improvements.

If you have any questions or need further information, please contact me at srritchey@sunocologistics.com or at 215-266-1516. Thank you for your assistance.

Best regards,

Scott R. Ritchey - PMP
Project Manager
Sunoco Partners Marketing & Terminals L.P.

Enclosure.



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

MAINTENANCE BOND

Bond Number: 019054201

KNOW ALL MEN BY THESE PRESENTS, that we

SUNOCO PARTNERS MARKETING & TERMINALS L.P.

One Fluor Daniel Drive, Sugar Land, TX 77478

and Liberty Mutual Insurance Company, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto

CITY OF GLENPOOL

140 W. 141st Street, Glenpool, OK 74033

in the penal sum of

, as principal (the "Principal"),

, as obligee (the "Obligee"),

Two Hundred Sixty Five Thousand Seven Hundred Fifty and 00/100 Dollars (\$ 265,750.00),

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

WHEREAS, the Principal has by written agreement dated _____, entered into a contract (the "Contract") with the Obligee for

Upkeep and Repair of the newly installed water service lines & hydrants located at 12905 Hwy 75 South, Jenks. OK 74037, during its first year of service

which contract is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the Obligee any defect which may develop during a period of One year(s) from the date of completion and acceptance of the work performed under the Contract, provided such defects are caused by defective or inferior materials or workmanship, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Obligee shall provide both Principal and Surety with written notice of the discovery (Notice of Discovery) of any item of defective or inferior materials or workmanship during the covered period (a "Covered Item"). Should Principal improperly fail to remedy the Covered Item, then Obligee shall make a written demand upon the Surety ("Demand") within ninety (90) days of the Obligee's issuance of the Notice of Discovery of the Covered Item.
2. The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and to the Surety. Notice to the Surety shall be delivered to the attention of the Surety Law Department at the above address.
3. No suit or action may be commenced by the Obligee against the Surety after the expiration of one (1) year (or such lesser time period as otherwise permitted by relevant law) from the date of Obligee's discovery of a Covered Item. If the provision of this paragraph is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

DATED as of this 14th day of June, 2016.

WITNESS / ATTEST:

SUNOCO PARTNERS MARKETING & TERMINALS L.P.

(Principal)

By: [Signature] (Seal)
Name:
Title:

LIBERTY MUTUAL INSURANCE COMPANY

(Surety)

By: [Signature] (Seal)
Patricia A. Rambo Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

Certificate No. 6871125

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Annette M. Leuschner; Douglas R. Wheeler; Elizabeth Marrero; Jaquanda Long; Marina Tapia; Mary C. O'Leary; Maureen McNeill; Patricia A. Rambo; Sara Owens; Wayne G. McVaugh

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of February, 2015.



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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of February, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized to do so, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Teresa Pastella, Notary Public
Plymouth Meeting, Montgomery County
My Commission Expires March 29, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of June, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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

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



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2015

Assets		Liabilities	
Cash and Bank Deposits.....	\$753,038,641	Unearned Premiums.....	\$6,580,520,311
*Bonds — U.S Government.....	1,547,613,446	Reserve for Claims and Claims Expense	16,917,138,677
*Other Bonds.....	11,088,162,545	Funds Held Under Reinsurance Treaties.....	210,794,503
*Stocks	9,919,835,033	Reserve for Dividends to Policyholders.....	358,033
Real Estate.....	295,926,247	Additional Statutory Reserve.....	29,659,093
Agents' Balances or Uncollected Premiums.....	4,487,501,643	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	120,872,424	Other Liabilities	2,789,478,276
Other Admitted Assets.....	14,130,266,527	Total	\$26,527,948,893
		Special Surplus Funds.....	\$67,890,944
		Capital Stock.....	10,000,000
		Paid in Surplus.....	8,829,183,823
		Unassigned Surplus.....	6,908,192,846
		Surplus to Policyholders	15,815,267,613
Total Admitted Assets.....	\$42,343,216,506	Total Liabilities and Surplus	\$42,343,216,506



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2015, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 15th day of March, 2016.

T. Mikolajewski

Assistant Secretary



N/F
EXPLORER
PIPE LINE
SERVICES

PROPOSED EQUIPMENT
& ENCLOSURE

RELOCATE FENCE UNDER
PIPE BRIDGE AS NEEDED
FOR CLEARANCE

FIELD ADJUST FENCE
FOR CLEARANCE
UNDER PIPE BRIDGE

PROPOSED
PIPE BRIDGE

PROPOSED
CHAIN LINK FENCE

BUTANE INJECTION SKID
W/2 INJECTORS ON (4)
18" CONCRETE PIERS

PROPOSED (8) 90,000
GALLON HORIZONTAL
BUTANE TANKS

SEE ENLARGED
PIPE LINE PLAN
ON SHEET C300001

PROPOSED SWING GATE

REGRADE EXISTING
GRAVEL DRIVEWAY

15' LANDSCAPE BUFFER
AREA OF UNDISTURBED
DENSE VEGETATION

N/F
MAGELLAN
AMMONIA
PIPE LINE LP

PROPOSED 20'-WIDE
EMERGENCY SPILLWAY

PROPOSED R-3 ROCK
STABILIZATION

PROPOSED
OUTLET
STR. 05 1

AS-BUILT
8" PVC
WATER LINE

20'-x-8'-4"
ELECTRICAL
ENCLOSURE

OVERHEAD MIN
CLEARANCE OF
25'-FEET FROM
GROUND

PROPOSED BUTANE
PUMPS

PROPOSED
STONE AREA

PROPOSED EDGE OF
PAVING

AS-BUILT 8" PVC
WATER LINE

PROPOSED SLIDING
GATE WITH CARD
READER

PROPOSED 12"
DUCTILE IRON WATER
LINE WITH 18" CASING

PROPOSED 106"
STORMWATER PIPE A

PROPOSED 22'-WIDE
ASPHALT PAVED
EMERGENCY ACCESS DRIVE

PROPOSED GROOVE JOINT (GJ)
FOR FUTURE MAGELLAN ACCESS
PER DETAIL SHEET C600000

PROPOSED SWING GATE

PROPOSED 200'
TAPER

PROPOSED PAVED
12" TURN LANE

PROPOSED PAVED
6' SHOULDER

PROPOSED 250' RIGHT
TURN LANE

PROPOSED 106"
STORMWATER PIPE A

PROPOSED 12"
DUCTILE IRON WATER
LINE WITH 18" CASING

PROPOSED 106"
STORMWATER PIPE A

PROPOSED 12"
DUCTILE IRON WATER
LINE WITH 18" CASING

PROPOSED 106"
STORMWATER PIPE A

PROPOSED 12"
DUCTILE IRON WATER
LINE WITH 18" CASING

PROPOSED 106"
STORMWATER PIPE A

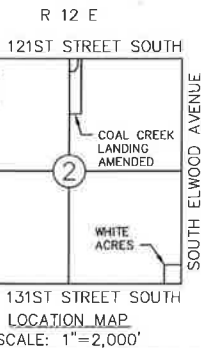
PROPOSED 12"
DUCTILE IRON WATER
LINE WITH 18" CASING

PROPOSED 106"
STORMWATER PIPE A

PROPOSED 12"
DUCTILE IRON WATER
LINE WITH 18" CASING

PROPOSED 106"
STORMWATER PIPE A

PROPOSED 12"
DUCTILE IRON WATER
LINE WITH 18" CASING



GRAPHIC SCALES

1"=50'



Baltimore, MD Bismarck, ND Denver, CO Douglassville, PA Houston, TX
Pittsburgh, PA Williamsport, PA

THE LOCATION OF FACILITY SUBSURFACE STRUCTURES, EQUIPMENT, UTILITIES OR
PIPING MAY NOT BE SHOWN HEREON. IF SHOWN, LOCATION MUST BE CONSIDERED
AS APPROXIMATE ONLY. FOLLOW REQUIRED ONE-CALL OR FACILITY PROCEDURES
PRIOR TO EXCAVATING OR PROBING TO DETERMINE ACTUAL CONDITIONS.

STV PROJECT No.: 38-17225

ENGINEERING RECORD

DRAWN BY JLS
CHECKED BY JDA
APPROVED BY RJL
DATE 08/12/15
SCALE AS NOTED

OLD DRAWING NO.

GLENPOOL TERMINAL
GLENPOOL BUTANE BLENDING FACILITY
GRADING & UTILITIES PLAN
Sunoco Partners Marketing
and Terminals L.P.

CITY OF GLENPOOL TULSA COUNTY, OKLAHOMA

DWG. NO.
T_GLNP_C300000

REV. NO.
2

NOTES:

1. APPLICANT:
SUN PIPE LINE COMPANY
ATTN: TAX DEPT 1010 CENTER CO.
1801 MARKET ST.
PHILADELPHIA, PA 19103-1628
CONTACT: SCOTT RITCHEY
PHONE: 1 (215) 266-1516
2. BOUNDARY, TOPOGRAPHIC INFORMATION, AND RIGHT-OF-WAY EASEMENTS
WERE TAKEN FROM A PRELIMINARY PLAN TITLED "BOUNDARY SURVEY OF
GLENPOOL STATION IN THE SE/4 OF SECTION 2, T17N - R12E TULSA
COUNTY, OKLAHOMA" PREPARED FOR SUNOCO PIPE LINE, LP BY
TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA, DATED 08/31/12.
3. CONTROL POINT:
JW-224 OF SW/4 OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 12 EAST
(363126.960 N, 2556117.563 E)
ELEVATION = 709.877
OKLAHOMA STATE PLANE COORDINATE SYSTEM, 3501-OKLAHOMA NORTH
HORIZONTAL DATUM: NAD83
VERTICAL DATUM: NAVD88
4. AT LEAST 3 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES,
OR EXPANDING INTO AN AREA PREVIOUSLY UNMARKED, THE OKLAHOMA ONE
CALL SYSTEM, INC. SHALL BE NOTIFIED AT 1-800-522-OKIE FOR THE
LOCATION OF EXISTING UNDERGROUND UTILITIES.
5. THE FLOODPLAIN SHOWN HEREON VARIES BETWEEN CONTOUR 659 AND 661
BASED ON THE FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA;
PANEL NO. 407 OF 530; MAP NO. 40143C0407L; MAP REVISED OCTOBER 16,
2012.
6. EXISTING PIPE LINE LOCATIONS ARE APPROXIMATE AND WILL BE VERIFIED
PRIOR TO CONSTRUCTION.
7. REAL PROPERTY CONVEYANCE, DATED MARCH 27TH, 1973, BETWEEN
EXPLORER PIPE LINE COMPANY, GRANTOR, TO SUN PIPE LINE COMPANY,
GRANTEE, EXCEPTING AND RESERVING UNTO EXPLORER PIPE LINE COMPANY
ALL OF THE OIL, GAS, AND OTHER MINERALS THAT MAY BE PRODUCED, AS
WELL AS A TRIGHT-OF-WAY AND EASEMENT ON, OVER, UNDER, THROUGH,
AND ACROSS THE DESCRIBED PROPERTY AS DESCRIBED IN SAID DEED
RECORDED ON MARCH 27TH, 1973, IN BOOK 4068 PAGE 165 AT THE COUNTY
CLERKS OFFICE IN THE COUNTY OF TULSA, STATE OF OKLAHOMA.
8. PIPE LINE EASEMENT DATED MARCH 9TH, 1998, BETWEEN SUN PIPE LINE
COMPANY, GRANTOR, AND WILLIAMS PIPE LINE COMPANY, GRANTEE,
RECORDED MARCH 10TH, 1998, IN BOOK 6025 PAGE 0749 AT THE COUNTY
CLERKS OFFICE IN THE COUNTY OF TULSA, STATE OF OKLAHOMA.
9. UNDERGROUND ELECTRICAL CONDUIT SYSTEM RIGHT-OF-WAY AND EASEMENT
DATED JULY 27TH, 1998, BETWEEN SUN PIPE LINE COMPANY, GRANTOR, AND
WILLIAMS PIPE LINE COMPANY, GRANTEE, RECORDED JULY 27TH, 1998, IN
BOOK 6091 PAGE 2649 AT THE COUNTY CLERKS OFFICE IN THE COUNTY OF
TULSA, STATE OF OKLAHOMA.
10. ELECTRICAL EASEMENT DATED JUNE 8TH, 1998 BETWEEN SUN PIPE LINE
COMPANY, GRANTOR, AND OKLAHOMA GAS AND ELECTRIC COMPANY,
GRANTEE, RECORDED JUNE 8TH, 1998, IN BOOK 6066 PAGE 0998 AT THE
COUNTY CLERKS OFFICE IN THE COUNTY OF TULSA, STATE OF OKLAHOMA.
11. SUBDIVISION CONSISTS OF ONE (1) LOT ON NE (1) BLOCK.
12. GROSS SUBDIVISION AREA: 10.70 ACRES (466,145.09 S.F.)
13. THE OUT LIMITS OF THE FULLY URBANIZED 100-YEAR EVENT (1 PERCENT
PER YEAR) FLOODPLAIN ARE FULLY CONTAINED WITHIN THE DRAINAGE
EASEMENTS AND/OR RESERVE AREAS AS SHOWN HEREIN.
14. THE NORTH GATHERING PIPELINE WAS ABANDONED AND CAPPED. PIPELINE
WILL BE REMOVED AS REQUIRED.
15. NO DISTURBANCE IS PROPOSED WITHIN THE 100-YEAR FLOODPLAIN.
16. A WETLAND SCIENTIST CONFIRMED THERE ARE NO WETLANDS PRESENT ON
THE SITE.
17. THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) SHALL BE
NOTIFIED A MINIMUM OF SEVEN (7) DAYS IN ADVANCE OF ANY WORK TO BE
PERFORMED ALONG HIGHWAY ROUTE 75.
18. CONTRACTOR/OWNER TO SUPPLY CRIBBING FOR TRUCKS CROSSING OVER ALL
ABOVE GROUND PIPELINES.
19. ALL EXCAVATION UNDER EXISTING AND FUTURE PAVEMENT SHALL BE
BACKFILLED WITH SAND.
20. ALL WATERLINES EXPOSED DURING CONSTRUCTION SHALL BE BACKFILLED WITH
SAND.
21. DEFLECTION TESTS SHALL BE PERFORMED ON ALL FLEXIBLE PIPE. THE TEST
SHALL BE CONDUCTED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE FOR
AT LEAST THIRTY (30) DAYS. NO PIPE SHALL EXCEED A DEFLECTION OF
MORE THAN FIVE (5%) PERCENT. IF THE DEFLECTION TEST IS TO BE RUN
USING A RIGID BALL AND MANDREL, IT SHALL HAVE A DIAMETER EQUAL TO
NINETY-FIVE (95%) PERCENT OF THE INSIDE DIAMETER OF THE PIPE. THE
TEST SHALL BE PERFORMED WITHOUT MECHANICAL PULLING DEVICES.
22. POLYVINYL CHLORIDE (PVC) PIPES SHALL CONFORM TO ASTM D-3034, ASTM
F-679, AND ASTM F-789; AND ASTM F-89-49 FOR PROFILE WALL PIPE.
REGARDLESS OF SIZE OPEN PROFILE WALL PIPE WILL BE ALLOWED ONLY ON
SECTIONS OF PIPE WHERE THERE ARE NO APPARENT SERVICE CONNECTIONS.
23. SPECIAL SANITARY SEWER PIPE SHALL BE REQUIRED TO SATISFY MINIMUM
HORIZONTAL AND VERTICAL CLEARANCE REQUIREMENTS FROM WATERLINES,
WELLS AND PETROLEUM STORAGE TANKS, AS ESTABLISHED BY THE
OKLAHOMA STATE DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ).
24. SPECIAL SANITARY SEWER PIPE SHALL BE EITHER PVC OR DUCTILE IRON PIPE
(DIP). SPECIAL PVC PIPE SHALL CONFORM TO ASTM D-2241 AND SDR 32.5
FOR SIZES FOUR (4") INCHES TO THIRTY-SIX (36") INCHES, OR AWWA C-900
AND AWWA C-905; WITH A MINIMUM DR RATING OF EIGHTEEN (18) FOR PIPE
SIZES FOUR (4") INCHES TO TWELVE (12") INCHES AND A MINIMUM DR
RATING OF 32.5 FOR PIPE SIZES GREATER THAN TWELVE (12") INCHES. DIP
PIPES SHALL MEET THE REQUIREMENTS SPECIFIED BELOW.

MATCHLINE - SEE DRAWING No. T_GLNP-C300002

**NOTICE
GLENPOOL INDUSTRIAL AUTHORITY
MEETING**

A Regular Session of the Glenpool Industrial Authority will begin at 6:00 p.m. immediately following the Glenpool Utility Service Authority meeting, Monday, March 6, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon, 3rd Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration by the Authority at that time:

AGENDA

- A) Call to Order.
- B) Roll call, declaration of quorum.
- C) Scheduled Business.
 - 1) Discussion and possible action to approve minutes from February 6, 2017 meeting.
 - 2) Discussion and possible action to receive a quit-claim deed of the EMS Facility, located at 14522 S. Broadway Street, Glenpool, from the City of Glenpool to the Glenpool Industrial Authority.
(Lowell Peterson, City Attorney)
- D) Adjournment.

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____, _____ at _____ am/pm.

Signed: _____
City Clerk

**MINUTES
GLENPOOL INDUSTRIAL AUTHORITY
REGULAR MEETING
February 6, 2017**

The Regular Meeting of the Glenpool Industrial Authority was held at Glenpool City Hall Council Chambers. Trustees present: Timothy Fox, Chairman; Momodou Ceesay, Vice Chairman; Patricia Agee; Brandon Kearns and Jacqueline Triplett-Lund.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Susan White, Trust Secretary and Julie Casteen, Trust Treasurer.

A) Timothy Fox, Chairman called the meeting to order at 7:01 p.m.

B) Susan White, Secretary called the roll and Chairman Fox declared a quorum present.

C) Scheduled Business

1) Discussion and possible action to approve minutes from January 3, and January 17, 2017 meetings.

MOTION: Trustee Agee moved, second by Trustee Lund to approve minutes as presented.

FOR: Trustee Lund, Vice Chairman Ceesay; Chairman Fox, Trustee Agee, Trustee Kearns (January 3, 2017)

AGAINST: None

ABSTAIN: Trustee Kearns (January 17, 2017)

Motion carried.

2) Presentation and discussion of Audited FY16 Financial Report and Operating Report.

Item 2 was amended to: **Discussion and possible action to acknowledge receipt of audited FY16 Financial Report and Operating Report and direct that the Report be placed in the permanent file.**

MOTION: Trustee Kearns moved, second by Trustee Lund to acknowledge receipt of audited FY16 Financial Report and Operating Report and direct that the Report be placed in the permanent file.

FOR: Vice Chairman Ceesay; Chairman Fox, Trustee Agee, Trustee Kearns; Trustee Lund

AGAINST: None

Motion carried.

D) Adjournment

- There being no further business, Chairman Fox declared the meeting adjourned at 7:03 p.m.

Date

Chairman

ATTEST:

Secretary

NOTICE
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
REGULAR MEETING

A Regular Session of the Glenpool Area Emergency Medical Service District will begin at 6:00 p.m. immediately following the Glenpool Industrial Authority meeting, Monday, March 6, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

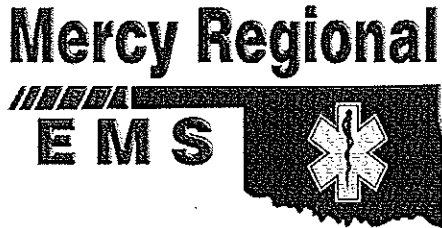
The following items are scheduled for consideration at that time:

AGENDA

- A)** Call to Order
- B)** Roll call, declaration of quorum
- C)** EMS Report - Brian Cook, Director of Operations, Mercy Regional EMS
- D)** District Administrator Report - Susan White, Adm., Sec.
- E)** Scheduled Business
 - 1)** Discussion and possible action to approve minutes from February 6, 2017 meeting.
 - 2)** Discussion and possible action to appoint Roger Kolman as checking account signatory.
(Julie Casteen, Treasurer)
- F)** Adjournment.

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma on _____, _____ at _____ am/pm.

Signed: _____
District Administrator/Secretary



Brian Cook
Chief of Operations
PO Box 2398
Owasso, OK 74055
Office: 918.609.5827
Email: bcook@mercy-regional.com

To: Honorable Chair and GEMS Board Members

From: Brian Cook, Chief of Operations

Date: March 2, 2017

Ref: EMS Report February 1, 2017 – February 28, 2017

During the month of February 2017 Mercy Regional EMS logged 101 calls for service.

65 patients transported
17 patients refused transport
11 calls were cancelled
4 calls were no patient found
3 calls required mutual aid
1 call was a mutual aid given

We were one minute late on two calls during this time period which equals a 99.98% compliance on response times.

Membership update: We received 0 memberships in February.

Brian Cook,
Chief of Operations

CRun	Call Date	Pick Up Location	Destination	Dispatched	En Route	On Scene	Transport	Clear	Response Time	Unit
17-1352	2/1/2017 06:51	EMERGENCY SCENE	CANCELLED BY PD OR OTHER SERVICE	2/1/2017 06:52	2/1/2017 06:54					
17-1359	2/1/2017 10:22	EMERGENCY SCENE	ST. FRANCIS TULSA	2/1/2017 10:23	2/1/2017 10:23	2/1/2017 10:26	2/1/2017 10:43	2/1/2017 11:08	00:04:25	MEDIC 401
17-1383	2/1/2017 19:08	EMERGENCY SCENE	ST. FRANCIS SOUTH	2/1/2017 19:09	2/1/2017 19:09	2/1/2017 19:14	2/1/2017 19:49	2/1/2017 20:35	00:05:31	MEDIC 401
17-1390	2/2/2017 00:28	EMERGENCY SCENE	HILLCREST SOUTH	2/2/2017 00:29	2/2/2017 00:29	2/2/2017 00:33	2/2/2017 00:48	2/2/2017 01:26	00:04:42	MEDIC 401
17-1410	2/2/2017 11:41	EMERGENCY SCENE	ST. FRANCIS TULSA	2/2/2017 11:42	2/2/2017 11:42	2/2/2017 11:48	2/2/2017 12:06	2/2/2017 12:53	00:06:45	MEDIC 401
17-1415	2/2/2017 13:30	EMERGENCY SCENE	CANCELLED BEFORE EVEN GOING ENROUTE	2/2/2017 13:31	2/2/2017 13:31					
17-1440	2/3/2017 09:36	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	2/3/2017 09:38	2/3/2017 09:38	2/3/2017 09:41	2/3/2017 10:16	2/3/2017 10:16	00:04:42	MEDIC 401
17-1482	2/4/2017 06:20	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	2/4/2017 06:21	2/4/2017 06:22	2/4/2017 06:25	2/4/2017 06:38	2/4/2017 06:38	00:04:32	MEDIC 401
17-1483	2/4/2017 06:20	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	2/4/2017 06:21	2/4/2017 06:22	2/4/2017 06:25	2/4/2017 06:37	2/4/2017 06:37	00:04:32	MEDIC 401
17-1488	2/4/2017 11:56	EMERGENCY SCENE	ST. FRANCIS TULSA	2/4/2017 11:59	2/4/2017 12:00	2/4/2017 12:03	2/4/2017 12:18	2/4/2017 13:15	00:06:56	MEDIC 401
17-1493	2/4/2017 16:49	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	2/4/2017 16:50	2/4/2017 16:50	2/4/2017 16:53	2/4/2017 17:21	2/4/2017 17:21	00:03:37	MEDIC 401
17-1498	2/4/2017 20:21	EMERGENCY SCENE	ST. FRANCIS TULSA	2/4/2017 20:23	2/4/2017 20:23	2/4/2017 20:29	2/4/2017 20:44	2/4/2017 21:53	00:06:49	MEDIC 401
17-1502	2/5/2017 01:37	EMERGENCY SCENE	CANCELLED BY PD OR OTHER SERVICE	2/5/2017 04:46	2/5/2017 04:46					
17-1506	2/5/2017 10:25	EMERGENCY SCENE	ST. JOHN TULSA	2/5/2017 10:26	2/5/2017 10:27	2/5/2017 10:30	2/5/2017 10:42	2/5/2017 11:18	00:05:02	MEDIC 401
17-1511	2/5/2017 12:41	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	2/5/2017 12:42	2/5/2017 12:42	2/5/2017 12:46	2/5/2017 13:05	2/5/2017 13:05	00:04:43	MEDIC 401
17-1518	2/5/2017 18:31	EMERGENCY SCENE	HILLCREST SOUTH	2/5/2017 18:32	2/5/2017 18:33	2/5/2017 18:38	2/5/2017 19:02	2/5/2017 19:32	00:07:03	MEDIC 401
17-1520	2/5/2017 19:38	SCENE STANDBY	CANCELLED BY PD OR OTHER SERVICE	2/5/2017 19:38	2/5/2017 19:40	2/5/2017 19:45	2/5/2017 19:51	2/5/2017 19:51	00:06:50	MEDIC 102
17-1529	2/6/2017 07:09	EMERGENCY SCENE	ST. FRANCIS TULSA	2/6/2017 07:09	2/6/2017 07:10	2/6/2017 07:16	2/6/2017 07:30	2/6/2017 08:26	00:07:16	MEDIC 401
17-1545	2/6/2017 11:49	EMERGENCY SCENE	ST. JOHN TULSA	2/6/2017 11:50	2/6/2017 11:51	2/6/2017 11:54	2/6/2017 12:14	2/6/2017 13:04	00:04:46	MEDIC 401
17-1564	2/6/2017 18:05	EMERGENCY SCENE	OSU MEDICAL CENTER	2/6/2017 18:07	2/6/2017 18:07	2/6/2017 18:12	2/6/2017 18:28	2/6/2017 19:07	00:07:18	MEDIC 401
17-1568	2/6/2017 19:04	EMERGENCY SCENE	MUTUAL AID GIVEN	2/6/2017 19:04	2/6/2017 19:06	2/6/2017 19:19	2/6/2017 19:19	2/6/2017 19:19	00:15:08	MUTUAL AID GIVEN
17-1583	2/7/2017 08:33	EMERGENCY SCENE	MUSKOGEE VA MEDICAL CENTER	2/7/2017 08:34	2/7/2017 08:35	2/7/2017 08:39	2/7/2017 08:59	2/7/2017 10:03	00:05:38	MEDIC 401
17-1599	2/7/2017 12:31	EMERGENCY SCENE	ST. JOHN TULSA	2/7/2017 12:32	2/7/2017 12:32	2/7/2017 12:35	2/7/2017 12:48	2/7/2017 13:23	00:04:15	MEDIC 401
17-1611	2/7/2017 16:27	EMERGENCY SCENE	CANCELLED BY PD OR OTHER SERVICE	2/7/2017 16:28	2/7/2017 16:29	2/7/2017 16:32	2/7/2017 16:43	2/7/2017 16:43	00:05:16	MEDIC 401
17-1619	2/7/2017 19:38	EMERGENCY SCENE	NO PATIENT FOUND	2/7/2017 19:40	2/7/2017 19:40	2/7/2017 19:43	2/7/2017 20:05	2/7/2017 20:05	00:05:12	MEDIC 401
17-1640	2/8/2017 08:28	EMERGENCY SCENE	ST. JOHN SAPULPA	2/8/2017 08:30	2/8/2017 08:30	2/8/2017 08:33	2/8/2017 08:54	2/8/2017 10:52	00:04:24	MEDIC 401
17-1681	2/9/2017 06:54	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	2/9/2017 06:55	2/9/2017 06:55	2/9/2017 07:01	2/9/2017 07:16	2/9/2017 07:16	00:07:14	MEDIC 401
17-1682	2/9/2017 06:54	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	2/9/2017 06:55	2/9/2017 06:55	2/9/2017 07:01	2/9/2017 07:16	2/9/2017 07:16	00:07:14	MEDIC 401
17-1683	2/9/2017 08:10	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	2/9/2017 08:11	2/9/2017 08:12	2/9/2017 08:12	2/9/2017 08:35	2/9/2017 08:35	00:02:07	MEDIC 401
17-1708	2/9/2017 16:09	EMERGENCY SCENE	ST. JOHN TULSA	2/9/2017 16:10	2/9/2017 16:10	2/9/2017 16:15	2/9/2017 16:38	2/9/2017 17:54	00:05:32	MEDIC 401
17-1716	2/9/2017 23:00	EMERGENCY SCENE	ST. FRANCIS TULSA	2/9/2017 23:01	2/9/2017 23:02	2/9/2017 23:05	2/9/2017 23:24	2/10/2017 00:15	00:04:47	MEDIC 401
17-1717	2/10/2017 00:32	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	2/10/2017 00:32	2/10/2017 00:32	2/10/2017 00:34	2/10/2017 00:49	2/10/2017 01:40	00:02:08	MEDIC 401
17-1721	2/10/2017 02:38	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	2/10/2017 02:39	2/10/2017 02:39	2/10/2017 02:41	2/10/2017 02:56	2/10/2017 03:37	00:03:49	MEDIC 401
17-1728	2/10/2017 08:56	EMERGENCY SCENE	ST. JOHN SAPULPA	2/10/2017 08:56	2/10/2017 08:58	2/10/2017 09:02	2/10/2017 09:20	2/10/2017 09:47	00:06:00	MEDIC 401
17-1733	2/10/2017 10:25	EMERGENCY SCENE	ST. JOHN SAPULPA	2/10/2017 10:25	2/10/2017 10:27	2/10/2017 10:33	2/10/2017 11:06	2/10/2017 11:35	00:07:26	MEDIC 401
17-1766	2/10/2017 20:39	EMERGENCY SCENE	HILLCREST SOUTH	2/10/2017 20:39	2/10/2017 20:39	2/10/2017 20:42	2/10/2017 21:00	2/10/2017 21:32	00:03:42	MEDIC 401
17-1771	2/11/2017 00:23	EMERGENCY SCENE	CANCELLED ENROUTE	2/11/2017 00:24	2/11/2017 00:25	2/11/2017 00:29	2/11/2017 00:29	2/11/2017 00:29	00:05:49	MEDIC 401
17-1783	2/11/2017 12:55	EMERGENCY SCENE	ST. FRANCIS TULSA	2/11/2017 12:56	2/11/2017 12:56	2/11/2017 12:59	2/11/2017 13:20	2/11/2017 14:18	00:03:25	MEDIC 401
17-1791	2/11/2017 15:50	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	2/11/2017 15:50	2/11/2017 15:51	2/11/2017 15:54	2/11/2017 16:09	2/11/2017 16:09	00:04:19	MEDIC 401
17-1795	2/11/2017 18:40	EMERGENCY SCENE	CANCELLED BY GLENPOOL POLICE	2/11/2017 18:41	2/11/2017 18:41	2/11/2017 18:45	2/11/2017 18:45	2/11/2017 18:45	00:05:14	MEDIC 401
17-1807	2/11/2017 22:53	EMERGENCY SCENE	CANCELLED BY PD OR OTHER SERVICE	2/11/2017 22:53	2/11/2017 22:55	2/11/2017 22:56	2/11/2017 22:56	2/11/2017 22:56	00:03:22	
17-1810	2/12/2017 00:06	EMERGENCY SCENE	ST. JOHN TULSA	2/12/2017 00:06	2/12/2017 00:09	2/12/2017 00:15	2/12/2017 00:38	2/12/2017 01:21	00:09:27	MEDIC 401
17-1817	2/12/2017 11:31	EMERGENCY SCENE	ST. FRANCIS TULSA	2/12/2017 11:32	2/12/2017 11:34	2/12/2017 11:36	2/12/2017 11:54	2/12/2017 12:26	00:04:59	MEDIC 401
17-1826	2/12/2017 17:29	MUTUAL AID GIVEN	HILLCREST MEDICAL CENTER	2/12/2017 17:30	2/12/2017 17:32	2/12/2017 17:39	2/12/2017 17:58	2/12/2017 18:51	00:09:12	MUTUAL AID GIVEN
17-1832	2/12/2017 20:15	EMERGENCY SCENE	HILLCREST SOUTH	2/12/2017 20:17	2/12/2017 20:17	2/12/2017 20:19	2/12/2017 20:36	2/12/2017 21:04	00:04:37	MEDIC 401
17-1837	2/12/2017 22:29	EMERGENCY SCENE	ST. FRANCIS SOUTH	2/12/2017 22:29	2/12/2017 22:29	2/12/2017 22:33	2/12/2017 22:40	2/12/2017 23:08	00:03:42	MEDIC 401
17-1841	2/13/2017 05:59	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	2/13/2017 06:00	2/13/2017 06:02	2/13/2017 06:06	2/13/2017 06:21	2/13/2017 06:21	00:06:47	MEDIC 401
17-1876	2/13/2017 16:49	EMERGENCY SCENE	ST. FRANCIS TULSA	2/13/2017 16:50	2/13/2017 16:50	2/13/2017 16:55	2/13/2017 17:24	2/13/2017 18:32	00:05:16	MEDIC 401
17-1879	2/13/2017 18:17	EMERGENCY SCENE	MUTUAL AID	2/13/2017 18:18	2/13/2017 18:19					MUTUAL AID RECEIVED
17-1885	2/13/2017 23:15	EMERGENCY SCENE	NO PATIENT FOUND	2/13/2017 23:16	2/13/2017 23:17	2/13/2017 23:25	2/13/2017 23:25	2/13/2017 23:25	00:10:22	MEDIC 401
17-1901	2/14/2017 10:43	EMERGENCY SCENE	ST. FRANCIS SOUTH	2/14/2017 10:44	2/14/2017 10:45	2/14/2017 10:49	2/14/2017 11:14	2/14/2017 12:03	00:05:28	MEDIC 401
17-1921	2/14/2017 15:02	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	2/14/2017 15:02	2/14/2017 15:03	2/14/2017 15:08	2/14/2017 15:37	2/14/2017 15:37	00:05:55	MEDIC 401
17-1922	2/14/2017 16:22	EMERGENCY SCENE	NO PATIENT FOUND	2/14/2017 16:22	2/14/2017 16:23	2/14/2017 16:27	2/14/2017 16:33	2/14/2017 16:33	00:05:48	MEDIC 401
17-1924	2/14/2017 18:06	EMERGENCY SCENE	HILLCREST SOUTH	2/14/2017 18:08	2/14/2017 18:09	2/14/2017 18:13	2/14/2017 18:36	2/14/2017 19:19	00:06:21	MEDIC 401
17-1947	2/15/2017 09:53	EMERGENCY SCENE	ST. JOHN SAPULPA	2/15/2017 09:53	2/15/2017 09:54	2/15/2017 09:57	2/15/2017 10:23	2/15/2017 11:05	00:04:16	MEDIC 401
17-1951	2/15/2017 10:28	EMERGENCY SCENE	ST. FRANCIS CHILDRENS HOSPITAL	2/15/2017 10:28	2/15/2017 10:30	2/15/2017 10:32	2/15/2017 10:45	2/15/2017 11:22	00:02:52	MEDIC 115
17-1976	2/16/2017 00:07	EMERGENCY SCENE	HILLCREST SOUTH	2/16/2017 00:08	2/16/2017 00:11	2/16/2017 00:14	2/16/2017 00:30	2/16/2017 01:13	00:07:38	MEDIC 401
17-1977	2/16/2017 01:24	EMERGENCY SCENE	ST. FRANCIS TULSA	2/16/2017 01:25	2/16/2017 01:25	2/16/2017 01:28	2/16/2017 01:47	2/16/2017 02:33	00:03:58	MEDIC 401
17-2001	2/16/2017 15:39	EMERGENCY SCENE	CANCELLED BY PD OR OTHER SERVICE	2/16/2017 15:40	2/16/2017 15:41	2/16/2017 15:41	2/16/2017 15:41	2/16/2017 15:41	00:01:22	MEDIC 401
17-2004	2/16/2017 17:02	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	2/16/2017 17:03	2/16/2017 17:03	2/16/2017 17:06	2/16/2017 17:21	2/16/2017 17:21	00:03:58	MEDIC 401

17-2005	2/16/2017 19:05	EMERGENCY SCENE	ST. FRANCIS SOUTH	2/16/2017 19:06	2/16/2017 19:07	2/16/2017 19:10	2/16/2017 19:25	2/16/2017 20:24	00:05:10	MEDIC 401
17-2012	2/17/2017 00:46	EMERGENCY SCENE	ST. JOHN TULSA	2/17/2017 00:46	2/17/2017 00:46	2/17/2017 00:53	2/17/2017 01:23	2/17/2017 01:55	00:07:52	MEDIC 401
17-2014	2/17/2017 01:49	EMERGENCY SCENE	ST. JOHN TULSA	2/17/2017 01:49	2/17/2017 01:49	2/17/2017 01:54	2/17/2017 02:43	2/17/2017 03:16	00:05:40	MEDIC 102
17-2050	2/17/2017 14:12	EMERGENCY SCENE	CANCELLED BY PD OR OTHER SERVICE	2/17/2017 14:12	2/17/2017 14:13					MEDIC 401
17-2058	2/17/2017 18:48	EMERGENCY SCENE	ST. FRANCIS TULSA	2/17/2017 18:49	2/17/2017 18:50	2/17/2017 18:53	2/17/2017 19:07	2/17/2017 19:46	00:05:05	MEDIC 401
17-2073	2/18/2017 11:30	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	2/18/2017 11:31	2/18/2017 11:31	2/18/2017 11:34	2/18/2017 11:56	2/18/2017 12:45	00:03:44	MEDIC 401
17-2093	2/19/2017 02:31	EMERGENCY SCENE	ST. FRANCIS TULSA	2/19/2017 02:32	2/19/2017 02:33	2/19/2017 02:38	2/19/2017 02:52	2/19/2017 03:37	00:07:40	MEDIC 401
17-2100	2/19/2017 11:53	EMERGENCY SCENE	ST. FRANCIS SOUTH	2/19/2017 11:54	2/19/2017 11:57	2/19/2017 11:59	2/19/2017 12:15	2/19/2017 12:55	00:06:16	MEDIC 401
17-2107	2/19/2017 19:02	EMERGENCY SCENE	ST. FRANCIS TULSA	2/19/2017 19:02	2/19/2017 19:04	2/19/2017 19:04	2/19/2017 19:25	2/19/2017 19:56	00:01:47	MEDIC 401
17-2141	2/20/2017 12:59	EMERGENCY SCENE	ST. FRANCIS TULSA	2/20/2017 13:00	2/20/2017 13:00	2/20/2017 13:05	2/20/2017 13:27	2/20/2017 14:06	00:06:09	MEDIC 401
17-2186	2/21/2017 10:50	EMERGENCY SCENE	ST. FRANCIS TULSA	2/21/2017 10:50	2/21/2017 10:52	2/21/2017 10:53	2/21/2017 11:12	2/21/2017 11:58	00:03:20	MEDIC 401
17-2188	2/21/2017 11:07	EMERGENCY SCENE		2/21/2017 11:09	2/21/2017 11:09					MUTUAL AID RECEIVED
17-2194	2/21/2017 11:42	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	2/21/2017 11:42	2/21/2017 11:42	2/21/2017 11:48	2/21/2017 12:07	2/21/2017 13:06	00:06:36	MEDIC 101
17-2202	2/21/2017 17:06	EMERGENCY SCENE	HILLCREST SOUTH	2/21/2017 17:07	2/21/2017 17:08	2/21/2017 17:10	2/21/2017 17:25	2/21/2017 17:57	00:03:32	MEDIC 401
17-2207	2/21/2017 21:08	EMERGENCY SCENE	ST. FRANCIS TULSA	2/21/2017 21:10	2/21/2017 21:10	2/21/2017 21:13	2/21/2017 21:42	2/21/2017 22:18	00:04:02	MEDIC 401
17-2242	2/22/2017 11:47	EMERGENCY SCENE	ST. FRANCIS TULSA	2/22/2017 11:47	2/22/2017 11:52	2/22/2017 11:52	2/22/2017 12:04	2/22/2017 13:00	00:05:18	MEDIC 401
17-2244	2/22/2017 12:16	EMERGENCY SCENE	ST. FRANCIS TULSA	2/22/2017 12:17	2/22/2017 12:19	2/22/2017 12:21	2/22/2017 13:00	2/22/2017 13:59	00:05:02	MEDIC 110
17-2254	2/22/2017 17:05	EMERGENCY SCENE	ST. FRANCIS SOUTH	2/22/2017 17:05	2/22/2017 17:06	2/22/2017 17:11	2/22/2017 17:38	2/22/2017 18:37	00:06:06	MEDIC 401
17-2261	2/22/2017 21:03	EMERGENCY SCENE	ST. FRANCIS TULSA	2/22/2017 21:05	2/22/2017 21:05	2/22/2017 21:07	2/22/2017 21:27	2/22/2017 22:08	00:04:12	MEDIC 401
17-2263	2/22/2017 22:27	EMERGENCY SCENE	ST. JOHN SAPULPA	2/22/2017 22:29	2/22/2017 22:29	2/22/2017 22:32	2/22/2017 22:50	2/22/2017 23:19	00:04:17	MEDIC 401
17-2272	2/23/2017 06:34	EMERGENCY SCENE	ST. FRANCIS TULSA	2/23/2017 06:35	2/23/2017 06:37	2/23/2017 06:44	2/23/2017 06:56	2/23/2017 07:39	00:09:57	MEDIC 401
17-2278	2/23/2017 09:17	EMERGENCY SCENE	ST. JOHN TULSA	2/23/2017 09:17	2/23/2017 09:19	2/23/2017 09:20	2/23/2017 09:39	2/23/2017 10:21	00:03:07	MEDIC 401
17-2290	2/23/2017 12:23	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	2/23/2017 12:24	2/23/2017 12:24	2/23/2017 12:28	2/23/2017 12:51	2/23/2017 13:11	00:05:04	MEDIC 401
17-2299	2/23/2017 16:31	EMERGENCY SCENE	HILLCREST SOUTH	2/23/2017 16:31	2/23/2017 16:32	2/23/2017 16:34	2/23/2017 16:56	2/23/2017 17:57	00:03:10	MEDIC 401
17-2308	2/23/2017 22:53	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	2/23/2017 22:54	2/23/2017 22:55	2/23/2017 22:57	2/23/2017 23:15	2/24/2017 00:13	00:04:27	MEDIC 401
17-2346	2/24/2017 17:31	EMERGENCY SCENE	ST. FRANCIS TULSA	2/24/2017 17:31	2/24/2017 17:32	2/24/2017 17:36	2/24/2017 17:55	2/24/2017 18:56	00:05:27	MEDIC 401
17-2367	2/25/2017 15:39	EMERGENCY SCENE	MEDICAL ALARM	2/25/2017 15:40	2/25/2017 15:40	2/25/2017 15:46	2/25/2017 15:46	2/25/2017 15:46	00:06:27	MEDIC 401
17-2368	2/25/2017 15:55	EMERGENCY SCENE	CANCELLED BY PD OR OTHER SERVICE	2/25/2017 15:55	2/25/2017 15:56	2/25/2017 15:57	2/25/2017 15:59	2/25/2017 15:59	00:02:02	MEDIC 401
17-2394	2/26/2017 13:35	EMERGENCY SCENE	ST. FRANCIS TULSA	2/26/2017 13:36	2/26/2017 13:37	2/26/2017 13:41	2/26/2017 14:06	2/26/2017 14:47	00:06:11	MEDIC 401
17-2399	2/26/2017 19:40	MUTUAL AID GIVEN	ST. JOHN SAPULPA	2/26/2017 19:41	2/26/2017 19:42	2/26/2017 19:50	2/26/2017 20:06	2/26/2017 20:33	00:10:06	MUTUAL AID GIVEN
17-2408	2/26/2017 23:42	EMERGENCY SCENE	ST. FRANCIS SOUTH	2/26/2017 23:44	2/26/2017 23:45	2/26/2017 23:49	2/27/2017 00:16	2/27/2017 00:55	00:07:05	MEDIC 401
17-2437	2/27/2017 14:38	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	2/27/2017 14:39	2/27/2017 14:39	2/27/2017 14:41	2/27/2017 15:05	2/27/2017 15:05	00:02:20	MEDIC 401
17-2441	2/27/2017 15:51	EMERGENCY SCENE	ST. FRANCIS TULSA	2/27/2017 15:52	2/27/2017 15:52	2/27/2017 15:54	2/27/2017 16:19	2/27/2017 17:03	00:02:57	MEDIC 401
17-2447	2/27/2017 18:38	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	2/27/2017 18:40	2/27/2017 18:40	2/27/2017 18:43	2/27/2017 19:06	2/27/2017 19:06	00:04:44	MEDIC 401
17-2452	2/27/2017 22:04	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	2/27/2017 22:05	2/27/2017 22:06	2/27/2017 22:08	2/27/2017 22:46	2/27/2017 22:46	00:03:58	MEDIC 401
17-2456	2/28/2017 02:01	EMERGENCY SCENE	HILLCREST SOUTH	2/28/2017 02:02	2/28/2017 02:04	2/28/2017 02:06	2/28/2017 02:47	2/28/2017 03:53	00:04:46	MEDIC 401
17-2467	2/28/2017 07:24	EMERGENCY SCENE	ST. FRANCIS TULSA	2/28/2017 07:26	2/28/2017 07:27	2/28/2017 07:31	2/28/2017 07:42	2/28/2017 08:28	00:06:23	MEDIC 401
17-2496	2/28/2017 16:15	EMERGENCY SCENE	NO PATIENT FOUND	2/28/2017 16:16	2/28/2017 16:17	2/28/2017 16:19	2/28/2017 16:26	2/28/2017 16:26	00:03:58	MEDIC 401
17-2503	2/28/2017 18:39	EMERGENCY SCENE		2/28/2017 18:39	2/28/2017 18:40	2/28/2017 18:45	2/28/2017 19:47	1/1/1900	00:06:26	MEDIC 401
17-2506	2/28/2017 18:39	EMERGENCY SCENE	MUTUAL AID UNIT CANCELLED	2/28/2017 18:39	2/28/2017 18:40					MUTUAL AID RECEIVED
17-2508	2/28/2017 18:39	EMERGENCY SCENE	ST. FRANCIS TULSA	2/28/2017 18:39	2/28/2017 18:40	2/28/2017 18:45	2/28/2017 19:18	2/28/2017 20:12	00:06:26	MEDIC 401
17-2509	2/28/2017 18:39	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	2/28/2017 18:39	2/28/2017 18:40	2/28/2017 18:45	2/28/2017 19:21	2/28/2017 19:21	00:06:26	MEDIC 401

Glenpool Area Emergency Medical Services District

12205 South Yukon Avenue
Glenpool, Oklahoma 74033

To: HONORABLE CHAIRMAN AND GEMS DISTRICT BOARD MEMBERS
From: Susan White, District Administrator/Secretary
Date: March 6, 2017
Subject: District Administrator Report

Budget

January collections represent the bulk of budgeted revenues for the year due to the tax year end in December. Our current revenue collections for the fiscal year are slightly over budget revenues while expenditures are slightly under.

No further activities to report.

MINUTES
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
Regular Meeting
February 6, 2017

The Regular Meeting of the Glenpool Area Emergency Medical Service District was held at Council Chambers, Glenpool City Hall. Trustees present: Tim Fox, Chairman; Momodou Ceesay, Vice Chairman; Patricia Agee; Brandon Kearns and Jacqueline Triplett-Lund.

Staff present: Lowell Peterson, District Legal Counsel; Susan White, District Administrator, Secretary; and Julie Casteen, District Treasurer. Roger Kolman, City Manager, was also present.
Also present was Brett Copple with Mercy Regional EMS.

- A) **Chairman Fox called the meeting to order at 7:04 p.m.**
- B) **Secretary White called the roll and Chairman Fox declared a quorum present.**
- C) **EMS Report - Brian Cook, Director of Operations, Mercy Regional EMS**
- Brett Copple, Manager presented the report for the period of January 2017. Mercy logged 129 calls and maintained a 95% response time compliance.
- D) **District Administrator Report - Susan White, Adm., Sec.**
- Ms. White and Ms. Julie Casteen, Treasurer had a phone conference with the OSAI Audit Manager to answer questions and describe the District's position. Ms. White felt the conversation was very productive. Following final approval of the Report, it will be published by OSAI.
- E) **Scheduled Business**
- 1) **Discussion and possible action to approve minutes from January 3, 2017 meeting.**
MOTION: Trustee Lund moved, second by Trustee Agee to approve minutes as presented.
FOR: Trustee Lund; Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns
AGAINST: None
ABSTAIN:
Motion carried.
- F) **Adjournment.**
- There being no further business, the meeting was adjourned at 7:12 p.m.

Date

ATTEST:

Clerk/Secretary

Chairman

Glenpool Area Emergency Medical Service District

12205 South Yukon Avenue

Glenpool, Oklahoma 74033

To: HONORABLE CHAIRMAN AND GEMS DISTRICT BOARD MEMBERS

From: Julie Casteen, District Treasurer

Date: March 2, 2017

Subject: GEMS Checking Account Signatory

Background:

To improve internal controls and further segregate duties in the District's payroll process, an additional signatory should be added to the District's checking account.

Staff Recommendation:

Staff recommends a motion to appoint Roger Kolman as a signatory on the GEMS checking account.

Attachments:

None.