

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on Monday, April 17, 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) Administration of Oath – Susan White, City Clerk**
- B) Call to Order - Timothy Lee Fox, Mayor**
- C) Roll call, declaration of quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor**
- D) Invocation – Father Sam Gordin, Anglican Church of the Resurrection**
- E) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- F) Community Development Report – Lynn Burrow, Community Development Director**
- G) Treasurers Report – Julie Casteen, Finance Director**
- H) City Manager Report – Roger Kolman, City Manager**
- I) Mayor Report – Timothy Lee Fox, Mayor**
- J) Council Comments**
- K) Public Comments**
- L) Scheduled Business**
 - 1) Discussion and possible action to elect Mayor.**
(Timothy Fox, Mayor)
 - 2) Discussion and possible action to elect Vice Mayor.**
(Mayor)
 - 3) Discussion and possible action to approve minutes from April 3, 2017 meeting.**
(Susan White, City Clerk)
 - 4) Discussion and possible action to approve agreement with Paypoint HR to perform a compensation analysis and study at a fixed aggregate fee of \$32,500.**
(Debbie Pengelly, Human Resources Director)

- 5) Discussion and possible action to approve renewal of the employee health insurance with Community Care Health Insurance of Oklahoma, effective July 1, 2017 at the initial monthly premium of \$38,240.99, subject to change by subsequent hiring or attrition.
(Debbie Pengelly, Human Resources Director)
- 6) Discussion and possible action to approve agreement with CivicPlus for website design and hosting at a cost not to exceed \$24,521.
(Lea Ann Reed, Public Relations Director)
- 7) Discussion and possible action to approve final plat for South 75 Business Park Phase II, including 30.99 acres located at the SE corner of 166th Street and US 75.
(Rick Malone, City Planner)
- 8) Discussion and possible action to approve a three-year Business Service Agreement with BTC Broadband for telecommunication service at a cost of approximately \$2,406 monthly.
(Roger Kolman, City Manager)
- 9) Discussion and possible action to approve a three-year equipment lease with BTC Broadband for a Mitel phone system and related call recording systems at a monthly cost of \$999.34 and \$2,880.00 in set-up fees.
(Roger Kolman, City Manager)
- 10) Discussion and possible action to enter into Executive Session for the purpose of discussing the employment, promotion, demotion, disciplining, 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)
- 11) Discussion and possible action to reconvene in Regular Session.
(Mayor)
- 12) Discussion and possible action to renew the current City Manager Employment Agreement, in accordance with its terms, as affirmed or amended, for Fiscal Year 2017-2018, tabled from April 3, 2017 meeting.
(Mayor)

M) Adjournment

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

Signed: _____
City Clerk



Community Development Director's Report

March 20, 2017

To: Glenpool City Council

Mayor and Councilors;

The following report highlights and summarizes the various activities that are currently being addressed and process by the Community Development Department related to major public and private improvement and construction projects within the City of Glenpool.

City/Public Related Activities and Projects:

2016 Move Glenpool Forward Sales Tax Initiative Projects

AMR Water Meter Conversion Project:

- The material specifications and bid package for the radio read water meter conversion and replacement project was developed and issued to public bid on December 2, 2016.
- Formal bid packages were issued to seven (7) different water meter Vendors and/or Manufacturers
- Bids were received from five (5) individual Bidders and publically read on January 6, 2017.
- The final Bid Tabulation and Staff recommendation regarding contract award to RG3 Meter Company for material, equipment, and installation was presented to and approved by the City Council and GUSA Board at the March 6, 2017 regular meetings.
- A formal public presentation regarding the AMR meter conversion was held at the Conference Center March 21st to present and describe the replacement program and to answer questions and concerns from the citizens of Glenpool.
- Actual start of the installation process will be April 24th.
- The total installation process to replace the 4380 meters covered in the contract with RG3 will take approximately four months to complete.
- Full completion of the meter replacement and their integration into the City's existing accounting software will likely be on or before September 1st.

Vision 2025 Projects

South County Soccer Complex:

- Project construction bids were accepted and read on December 8th, 2016

- A formal presentation of bid results and a recommendation regarding contractor selection, and project phasing was presented to and approved by the City Council and GUSA on January 3rd, 2017.
- The Council and GUSA approved the bid from and the selection of Dirt Wurx, LLC as the General Contractor for the project at the January 3rd meeting.
- The resulting construction Contract Agreement with Dirt Wurx, LLC was reviewed before the Council and GUSA at the January 17th meeting.
- The issuance of a Notice to Proceed and actual start of construction was issued to the contractor on January 25th.
- A Pre-Construction meeting was held January 25th to discuss in detail the project scheduling, sequence of work, site access issues, and coordination with Rec. Center activities.
- A formal ground breaking ceremony was held at the site on February 11th.
- The grading portion of the project is estimated to be approximately 75% complete as of this date.
- The construction the concession/restroom building is underway and is estimated to be complete by May 15th.
- The various utility and stormwater management improvements supporting the project are currently well underway and are estimated to be approximately 75% complete.
- The contractual duration of the Phase I improvements is 210 calendar days from the issuance of the Notice to Proceed or full completion on or before September 1, 2017.

On-going Private Development and/or Building Projects

South Elwood Mini-Storage:

- This project is located on the west side of Elwood Avenue approximately 500' north of 151st Street.
- Phase I of the project consists of five mini-storage buildings and an office building.
- The facility is scheduled to be in full operation by the end of April.

St. Francis Health Center Southwest: (151st Street @ Broadway Ave.)

- The project site improvement plans for the Broadway Avenue construction south of 151st Street as well as the onsite utility, drainage, and paving improvements serving the hospital have been fully reviewed, approved, and permitted for construction.
- The Earth Change Permit coving the final grading and erosion control for the project was issued December 10, 2016.
- Flintco Construction Company has been selected as the project's General Contractor.
- The excavation, grading, and drainage related improvements for the project are well underway at this time.
- Utility construction necessary to support the project started approximately February 1st and is approximately 75% complete at this time.
- The Building Permit for the project was issued by the City on February 1st and building foundation piers and grade beams are approximately 75% complete at this time.

- Project completion is predicted to be in the second quarter of 2018.

Hotel Project: Phillips Corner Addition

- This project is located east of US Highway 75 and along the east side of Casper Avenue - immediately south of the existing Comfort Inn project.
- The project consists of the construction of a two-story hotel structure having 42 guest suites along with associated parking, drives, and various other site improvements.
- The Earth Change Permit was issued for the project on December 9, 2016.
- The project's Building Permit was issued by the City on January 3, 2017.
- Full project completion is anticipated by approximately September, 2017.

Current Planning Department and Planning Commission Activities:

PRELIMINARY SUBDIVISION PLAT: (Glenn Hills)

- This project consists of a request from K & S Development to subdivide a certain 28.8 acre tract located north and west of the northwest corner of 141st Street and S. Peoria Ave. that is currently zoned RS-4/PUD 34. The TAC reviewed the project's Preliminary Subdivision Plat on March 17th and the Planning Commission reviewed and conditionally approved the Preliminary Plat on April 4th by a vote of 4-0. The applicant indicates that the Final Subdivision Plat and infrastructure design and construction documents supporting the project are in progress and are scheduled to be submitted for City Review by May 1st.

FINAL SUBDIVISION PLAT: (South 75 Business Park Phase II)

- This project consists of a request by Tanner Consulting, LLC on behalf of South 75 Business Park, LLC to subdivide a certain 30.993 acre tract located at the southeast corner of 166th Street and U.S. Highway 75. The subject tract is currently zoned CG (Commercial General District). The Final Subdivision Plat was reviewed by the TAC on March 31st. The Planning Commission reviewed and conditionally approved this Final Plat on April 10th by a vote of 4-0. This Final Subdivision Plat is to be reviewed by the City Council at the April 17th meeting.

SITE PLAN REVIEW: SP-2017-01 (Mark Allen Chevrolet Dealership)

- This item is a request by Wallace Engineering covering a formal site plan review pertaining to proposed site improvements associated with an auto dealership project located on Lot 1, Block 1 of South 75 Business Park – Phase II near the southeast corner of 166th Street and U.S. Highway 75. The subject tract is currently zoned CG (Commercial General District). The TAC reviewed this proposed project on March 31st and the Planning Commission reviewed and conditionally approved the Site Plan application on April 10th by a 4-0 vote.

RESIDENTIAL SUBDIVISION WORKSHOP PRESENTAION:

“SCISSORTAIL” RESIDENTIAL SUBDIVISION: (Summit Properties)

- As requested by Ryan McCarty with Select Design on behalf of Summit Properties, Inc., a public workshop was held before the Planning Commission on April 10th to allow the applicant to present this proposed residential development in order to request and receive feedback from the Planning Commission and the public regarding this proposed 70 acre project located on the North side of 151st Street, approximately ½ mile east of Elwood Avenue. This property is currently zoned a combination of AG (Agriculture) and RS-3 (Residential Single Family High Density District). The Applicant is proposing to re-zone the property to a RS-4 classification under a Planned Unit Development. The Developer presented the project concepts and the Planning Commission and various members of the public discussed concerns over proposed lot density, stormwater management issues, and proposed common area improvements. The applicant is requesting a similar public workshop before the City Council at a date to be determined.

FUTURE SITE PLAN REVIEW APPLICATION: (JIFFY LUBE/CAR WASH)

- Alan Taylor with Wallace Engineering will be submitting an application for site plan review covering a 1.68 acre commercial project located south and west of the SW corner of W. 121st Street and S. Waco Ave. in Southwest Crossroads Addition. Tentatively this application will be reviewed by the TAC on April 28th and presented to the Planning Commission at the May 8th meeting.

KENDIG KEAST COLLABORATIVE: Comprehensive Plan, Zoning Code, and Subdivision Regulation Update Project:

- The Consultant indicates that a full draft of the proposed revisions to these ordinances and regulations will be submitted for City Staff review on or before April 21st.

Current Building & Inspection Department: March, 2017

Current On-Going Commercial Projects Permitted for Construction:

- South Elwood Mini-Storage: Located on Elwood Avenue - North of 151st Street
- St. Francis Health System Hospital: Located on 151st Street - East of US Highway 75
- Beeline Center Remodeling Project: US Highway 75 @ 138th Street.
- Hotel Project in Phillips Corner Addition: 123rd & Casper Avenue

Glenpool Residential and Commercial Building Permit Statistics – March, 2017

- | | |
|--|----------|
| • New Residential Permits Issued in March, 2017: | 11 Total |
| • New Commercial Permits Issued in March, 2017: | 0 Total |
| • Current Active Residential Permits: | 78 Total |
| • Current Active Commercial Permits: | 10 Total |
| • 2016 Residential Permits thru March: | 20 Total |
| • 2017 Residential Permits issued thru March: | 23 Total |

- 2016 Commercial Permits Issued Thru March: 5 Total
- 2017 Commercial Permits Issued Thru March: 2 Total

Code Enforcement Department: March, 2017

Typical Issues Addressed by the Code Enforcement Department: Public Nuisance

- Inoperable or abandoned vehicles being stored on private property.
- Trash or debris on private property
- Excessively high grass on private property
- Special Assessment requests researched and issued to real estate lenders.
- Filing and releasing Mechanic Liens with the Tulsa County Recorder's Office.
- Illegal vehicle parking on private property yards.
- Visual impairments caused by trees, shrubs, vehicles, etc. interfering with traffic flow.
- Bidding and subcontracting involved with nuisance abatement.
- Enforcement of Health and Safety Code violations.

Department Activity for the Month of March:

- Year-to-Date complaint calls received and investigated 332
- Public nuisance cases remaining open thru March 31st: 2
- New Code Enforcement cases processed in March:
 1. Calls reporting high grass: 18
 2. Structures damaged by fire: 1
 3. Notices issued for vehicles illegally parked: 24
 4. Nuisance abatements performed by contractors: -0-
 5. Notices issued for residences without water service: 7
 6. Tulsa County Health Department Citations issued: -0-
 7. Notices issued for illegally placed signs: 4
 8. Damage to public facilities citations: -0-
 9. Excessive trash & debris: 13
 10. Dilapidated vacant structures and properties: 2
 11. Trash can/receptacle placement: -0-
 12. Misc. cases: 24
- Total New Cases Opened in March:

96
- Real Estate Special Assessment Determinations:
 1. Special Assessment Letters Issued to Title Companies 34
 2. Assessment Letter Fee Collection Letters Issued 13

SOUTH COUNTY SOCCER COMPLEX



SOUTH COUNTY SOCCER COMPLEX



SOUTH COUNTY SOCCER COMPLEX



SOUTH COUNTY SOCCER COMPLEX



SOUTH COUNTY SOCCER COMPLEX



ARROWHEAD MINI-STORAGE



ST. FRANCIS HEALTH CARE CENTER



PHILLIP'S CORNER HOTEL



GLENPOOL CENTER



GLENPOOL CENTER



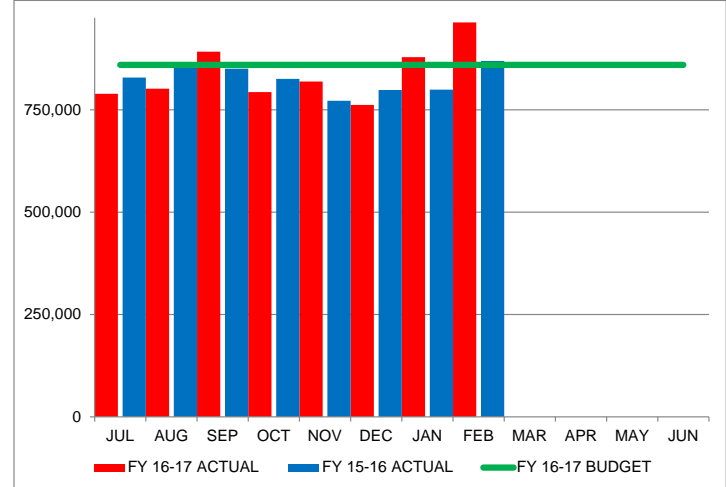
GLENPOOL CENTER



REVENUE ANALYSIS - GENERAL FUND

TOTAL REVENUE

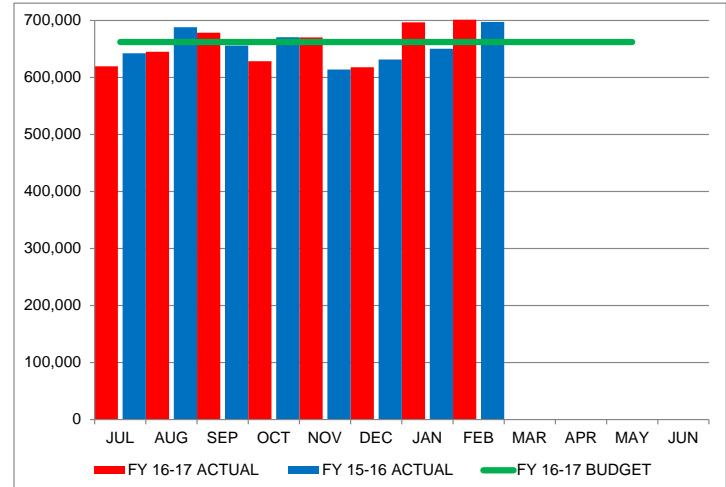
	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 859,800	\$ 789,189	\$ (70,611)	-8.2%	\$ 828,909
AUG	859,800	801,778	(58,022)	-6.7%	858,896
SEP	859,800	891,919	32,119	3.7%	850,655
OCT	859,800	793,545	(66,255)	-7.7%	825,619
NOV	859,800	819,131	(40,669)	-4.7%	771,998
DEC	859,800	761,828	(97,972)	-11.4%	798,557
JAN	859,800	878,848	19,048	2.2%	799,420
FEB	859,800	963,403	103,602	12.0%	869,506
MAR					
APR					
MAY					
JUN					
YTD	\$ 6,878,401	\$ 6,699,641	\$ (178,760)	-2.6%	\$ 6,603,561



Total General Fund revenues YTD through February were -2.6% under budget YTD and 1.5% above prior year.

TAXES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 662,180	\$ 619,710	\$ (42,470)	-6.4%	\$ 642,505
AUG	662,180	645,041	(17,139)	-2.6%	688,006
SEP	662,180	678,589	16,409	2.5%	655,934
OCT	662,180	628,495	(33,685)	-5.1%	670,620
NOV	662,180	670,195	8,015	1.2%	614,054
DEC	662,180	617,878	(44,302)	-6.7%	631,576
JAN	662,180	696,679	34,499	5.2%	650,277
FEB	662,180	701,294	39,114	5.9%	697,487
MAR					
APR					
MAY					
JUN					
YTD	\$ 5,297,439	\$ 5,257,881	\$ (39,557)	-0.7%	\$ 5,250,458



Tax revenues include Sales Tax, Use Tax, Hotel/Motel Tax, Franchise Tax and E911 Fees.

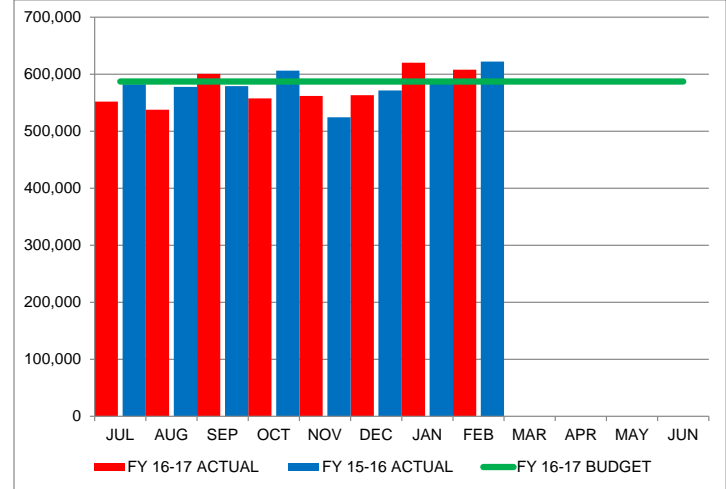
Total tax collections YTD through February fell short of budget by -0.7%, and was flat compared to prior YTD. Net year over year sales subject to sales tax decreased by approximately 1.3%, or \$1.5 million. Taxable sales for the month of February decreased -2.4% over prior year.

GENERAL FUND REVENUE ANALYSIS - *continued*

February

SALES TAX

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 587,180	\$ 552,041	\$ (35,139)	-6.0%	\$ 582,429
AUG	587,180	537,682	(49,498)	-8.4%	577,621
SEP	587,180	600,646	13,466	2.3%	579,037
OCT	587,180	557,472	(29,707)	-5.1%	606,378
NOV	587,180	561,743	(25,437)	-4.3%	524,401
DEC	587,180	563,077	(24,102)	-4.1%	571,600
JAN	587,180	620,196	33,017	5.6%	589,288
FEB	587,180	607,974	20,794	3.5%	622,274
MAR					
APR					
MAY					
JUN					
YTD	\$ 4,697,439	\$ 4,600,832	\$ (96,606)	-2.1%	\$ 4,653,028

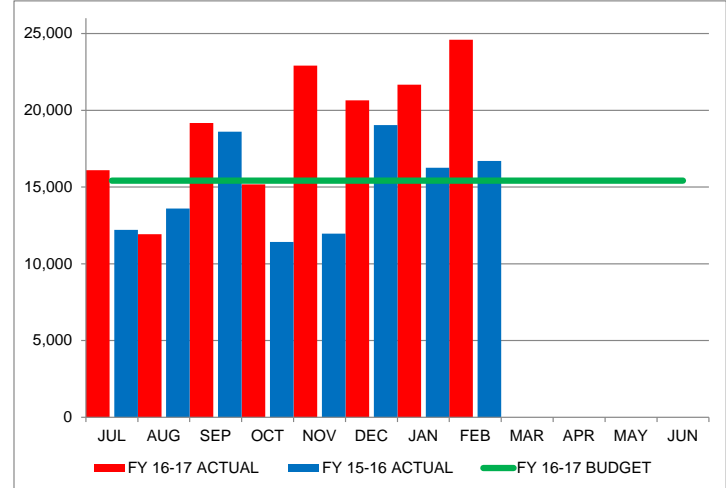


Sales Tax is the largest single revenue source for the General Fund and the City, and represents almost 70% of the General Fund Revenue Budget.

Sales tax collections YTD through February fell short of budget by -2.1%, and below prior YTD by -1.1%.

USE TAX

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 15,417	\$ 16,096	\$ 679	4.4%	\$ 12,215
AUG	15,417	11,928	(3,488)	-22.6%	13,594
SEP	15,417	19,174	3,757	24.4%	18,607
OCT	15,417	15,174	(243)	-1.6%	11,425
NOV	15,417	22,910	7,493	48.6%	11,968
DEC	15,417	20,644	5,227	33.9%	19,030
JAN	15,417	21,667	6,251	40.5%	16,259
FEB	15,417	24,598	9,181	59.6%	16,703
MAR					
APR					
MAY					
JUN					
YTD	\$ 123,333	\$ 152,190	\$ 28,857	23.4%	\$ 119,801



Use Tax is levied on goods that are bought in other states and then imported to Oklahoma for use. Because use tax is often related to construction activity, collections can fluctuate widely from month to month and year to year.

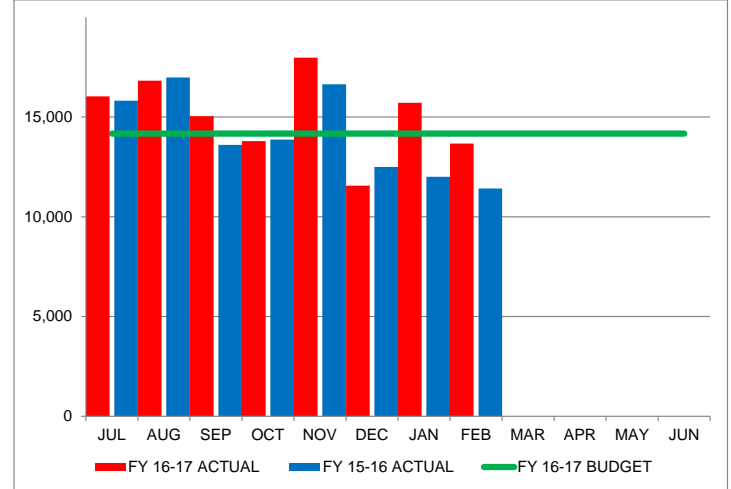
Use tax collections YTD through February exceeded budget by 23.4%, and exceeded prior YTD by 27.0%.

GENERAL FUND REVENUE ANALYSIS - *continued*

February

HOTEL/MOTEL TAX

	FY 16-17		FY 16-17		BUDGET		FY 15-16	
	BUDGET	ACTUAL	VAR.	% VAR.			ACTUAL	
JUL	\$ 14,167	\$ 16,029	\$ 1,862	13.1%			\$ 15,818	
AUG	14,167	16,818	2,651	18.7%			16,976	
SEP	14,167	15,037	870	6.1%			13,597	
OCT	14,167	13,786	(381)	-2.7%			13,862	
NOV	14,167	17,973	3,806	26.9%			16,635	
DEC	14,167	11,555	(2,612)	-18.4%			12,498	
JAN	14,167	15,710	1,543	10.9%			12,004	
FEB	14,167	13,666	(501)	-3.5%			11,411	
MAR								
APR								
MAY								
JUN								
YTD	\$ 113,333	\$ 120,574	\$ 7,241	6.4%			\$ 112,803	

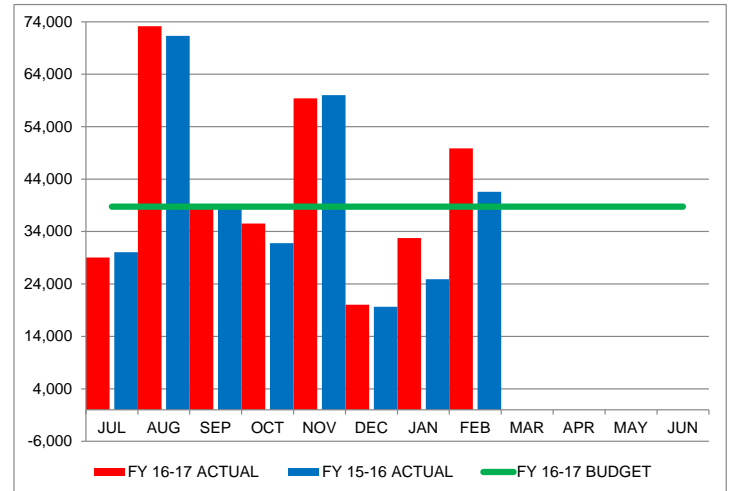


Hotel/Motel tax is a 5% tax collected on the gross revenues of hotel and motel establishments.

Hotel/Motel tax collections YTD through February exceeded budget 6.4%, and exceeded prior YTD by 6.9%.

FRANCHISE TAX

	FY 16-17		FY 16-17		BUDGET		FY 15-16	
	BUDGET	ACTUAL	VAR.	% VAR.			ACTUAL	
JUL	\$ 38,750	\$ 29,052	\$ (9,698)	-25.0%			\$ 30,052	
AUG	38,750	73,161	34,411	88.8%			71,340	
SEP	38,750	38,398	(352)	-0.9%			38,416	
OCT	38,750	35,540	(3,210)	-8.3%			31,791	
NOV	38,750	59,409	20,659	53.3%			60,012	
DEC	38,750	20,053	(18,697)	-48.3%			19,640	
JAN	38,750	32,753	(5,997)	-15.5%			24,903	
FEB	38,750	49,851	11,101	28.6%			41,576	
MAR								
APR								
MAY								
JUN								
YTD	\$ 310,000	\$ 338,217	\$ 28,217	9.1%			\$ 317,729	



Franchise and Utility Fees are charged to public utilities for the use of City-owned rights of way by the utilities for their infrastructure. Franchise taxes typically vary with weather conditions, a major factor affecting utility revenues.

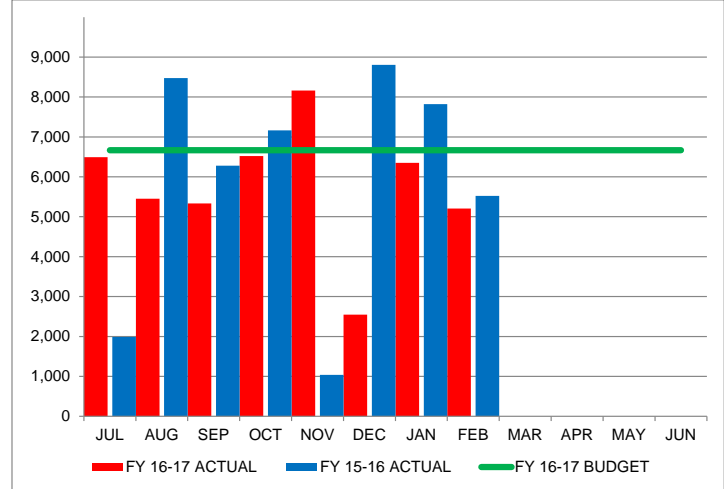
Franchise tax collections YTD through February exceeded budget by 9.1%, and prior YTD by 6.4%.

GENERAL FUND REVENUE ANALYSIS - *continued*

February

E911 FEES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 6,667	\$ 6,493	\$ (174)	-2.6%	\$ 1,991
AUG	6,667	5,451	(1,215)	-18.2%	8,475
SEP	6,667	5,334	(1,332)	-20.0%	6,277
OCT	6,667	6,523	(144)	-2.2%	7,163
NOV	6,667	8,161	1,494	22.4%	1,038
DEC	6,667	2,549	(4,118)	-61.8%	8,807
JAN	6,667	6,352	(315)	-4.7%	7,823
FEB	6,667	5,205	(1,462)	-21.9%	5,523
MAR					
APR					
MAY					
JUN					
YTD	\$ 53,333	\$ 46,068	\$ (7,265)	-13.6%	\$ 47,097

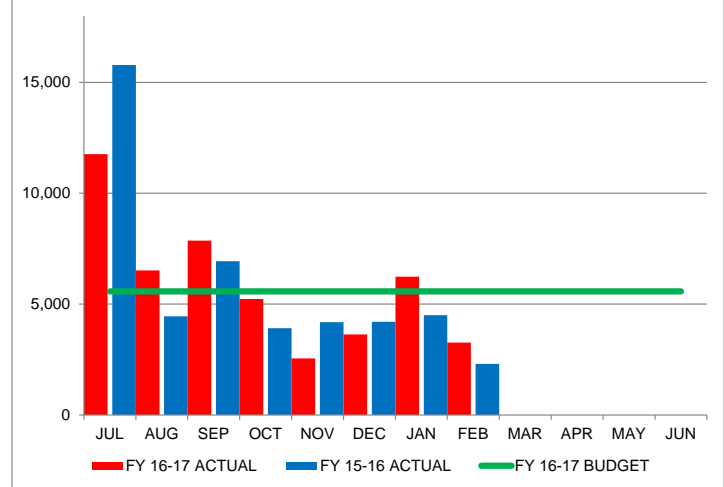


E911 Fees are charges imposed on consumers collected by phone service providers to provide funding for the operation of the 911 emergency response system.

E911 fee collections YTD through February fell short of budget -13.6%, and below prior year by YTD by -2.2%.

LICENSES AND PERMITS

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 5,575	\$ 11,762	\$ 6,187	111.0%	\$ 15,780
AUG	5,575	6,518	943	16.9%	4,451
SEP	5,575	7,867	2,292	41.1%	6,940
OCT	5,575	5,238	(337)	-6.1%	3,913
NOV	5,575	2,553	(3,022)	-54.2%	4,183
DEC	5,575	3,633	(1,942)	-34.8%	4,200
JAN	5,575	6,240	665	11.9%	4,499
FEB	5,575	3,270	(2,305)	-41.3%	2,301
MAR					
APR					
MAY					
JUN					
YTD	\$ 44,600	\$ 47,080	\$ 2,480	5.6%	\$ 46,267



Permits and Fees includes Building Permits, Trade Licenses, Pet Licenses, Assessment Fees and Fireworks and Sign Permits.

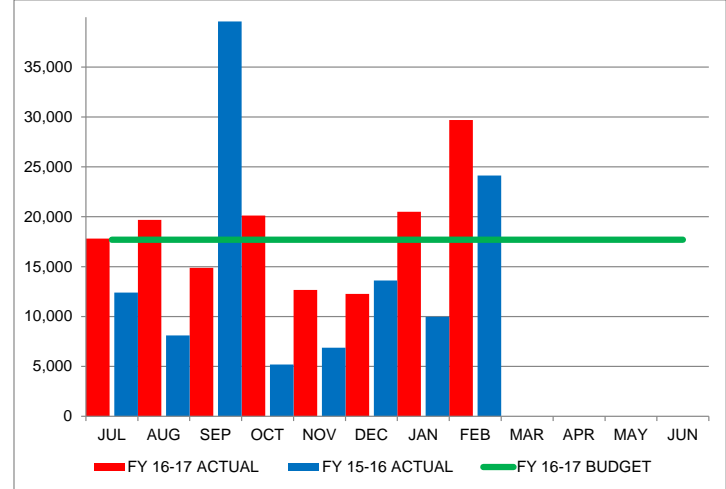
Permits and Fees YTD through February exceeded budget by 5.6%, and above prior year by 1.8%.

GENERAL FUND REVENUE ANALYSIS - *continued*

February

CHARGES FOR SERVICES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 17,696	\$ 17,805	\$ 109	0.6%	\$ 12,405
AUG	17,696	19,677	1,980	11.2%	8,105
SEP	17,696	14,871	(2,825)	-16.0%	39,574
OCT	17,696	20,112	2,416	13.7%	5,198
NOV	17,696	12,661	(5,035)	-28.5%	6,877
DEC	17,696	12,262	(5,434)	-30.7%	13,613
JAN	17,696	20,501	2,805	15.9%	9,970
FEB	17,696	29,701	12,005	67.8%	24,137
MAR					
APR					
MAY					
JUN					
YTD	\$ 141,569	\$ 147,591	\$ 6,021	4.3%	\$ 119,879

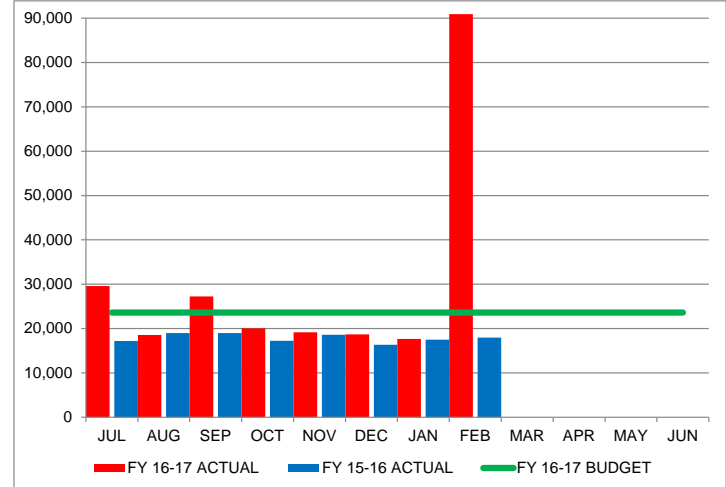


Charges for Services includes Development, Zoning and Inspection Fees, Dog Pound Fees, GEMS reimbursement, Police Specials Services (SRO) and charges for Police Reports.

Charges for Services YTD through February exceeded budget by 4.3%, primarily as a result of an increase in reimbursements paid by GEMS to the City, and exceeded prior year by 23.1%.

INTERGOVERNMENTAL

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 23,613	\$ 29,599	\$ 5,986	25.4%	\$ 17,193
AUG	23,613	18,549	(5,063)	-21.4%	18,998
SEP	23,613	27,256	3,643	15.4%	18,981
OCT	23,613	20,037	(3,575)	-15.1%	17,241
NOV	23,613	19,152	(4,461)	-18.9%	18,620
DEC	23,613	18,678	(4,934)	-20.9%	16,326
JAN	23,613	17,665	(5,947)	-25.2%	17,483
FEB	23,613	90,906	67,293	285.0%	17,955
MAR					
APR					
MAY					
JUN					
YTD	\$ 188,902	\$ 241,843	\$ 52,941	28.0%	\$ 142,796



Intergovernmental revenues includes excise taxes, cigarette taxes, alcoholic beverage taxes and commercial vehicle taxes collected by the state, as well as grants from federal and local agencies which support activities that would typically not be undertaken without grant funding. The FY16-17 CDBG funding for improvements at the Senior Center was reimbursed in February.

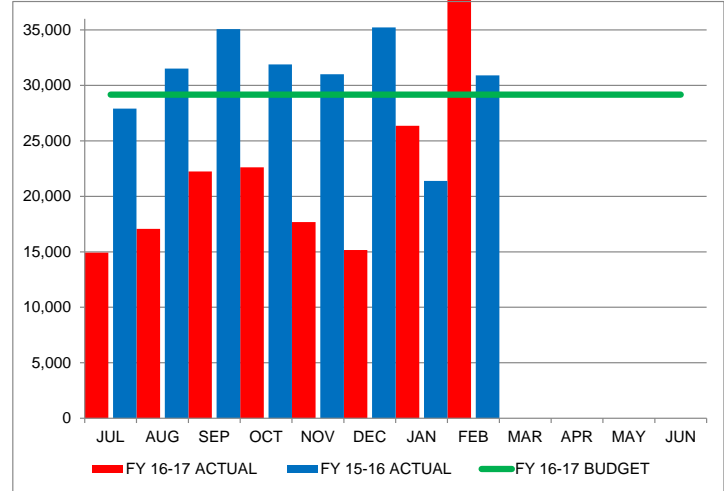
Intergovernmental YTD through February exceeded budget by 28%, and exceeded prior year by 69.4% as a result of final CDBG grant reimbursements.

GENERAL FUND REVENUE ANALYSIS - *continued*

February

FINES AND FORFEITURES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 29,167	\$ 14,921	\$ (14,246)	-48.8%	\$ 27,905
AUG	29,167	17,069	(12,098)	-41.5%	31,517
SEP	29,167	22,234	(6,933)	-23.8%	35,072
OCT	29,167	22,622	(6,545)	-22.4%	31,896
NOV	29,167	17,678	(11,488)	-39.4%	31,011
DEC	29,167	15,167	(13,999)	-48.0%	35,228
JAN	29,167	26,360	(2,806)	-9.6%	21,397
FEB	29,167	44,542	15,375	52.7%	30,900
MAR					
APR					
MAY					
JUN					
YTD	\$ 233,333	\$ 180,592	\$ (52,741)	-22.6%	\$ 244,925

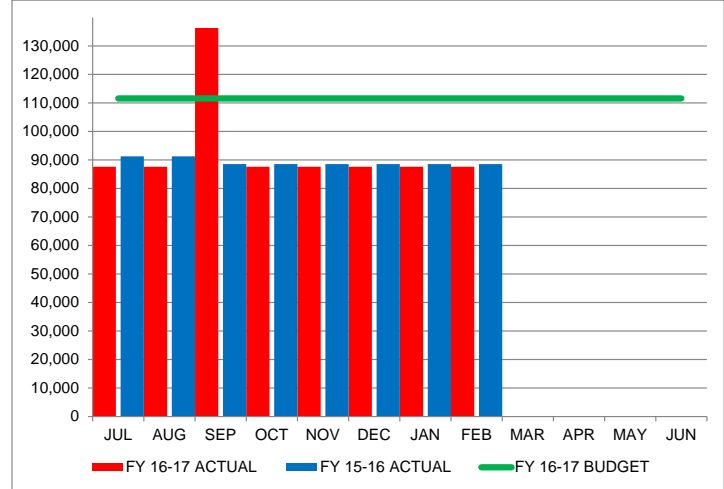


Fines and Forfeitures include Municipal Court fines and Federal Forfeiture Revenue.

Fines & Forfeitures YTD through February fell short of budget by -22.6%, and were below prior year by -26.3%. The number of citations issued was down -16% from 1,160 issued for the same period in FY16 compared to 978 in FY17. However, tax refunds intercepted on the City's behalf by the Oklahoma Tax Commission increased collections in the months of January and February. Tax refund interceptions through February totaled \$11,446.

OTHER FINANCING SOURCES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 111,594	\$ 87,625	\$ (23,969)	-21.5%	\$ 91,293
AUG	111,594	87,625	(23,969)	-21.5%	91,293
SEP	111,594	136,292	\$ 24,698	22.1%	88,588
OCT	111,594	87,625	(23,969)	-21.5%	88,588
NOV	111,594	87,625	(23,969)	-21.5%	88,588
DEC	111,594	87,625	(23,969)	-21.5%	88,588
JAN	111,594	87,625	(23,969)	-21.5%	88,588
FEB	111,594	87,625	(23,969)	-21.5%	88,588
MAR					
APR					
MAY					
JUN					
YTD	\$ 892,755	\$ 749,667	\$ (143,088)	-16.0%	\$ 714,114



Transfers from the Glenpool Utility Services Authority and the Glenpool Industrial Authority represent a reimbursement (on an annualized basis) from those funds for services provided by the General Fund. In addition, proceeds from the issuance of debt as well as use of fund balance are accounted for in this revenue category.

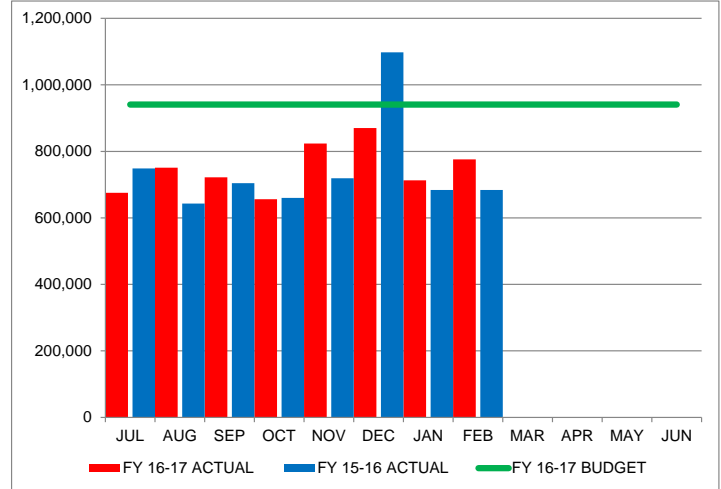
Transfers YTD through February fell short of budget by -16.0%, but were above prior year by 5.0%.

GENERAL FUND EXPENDITURE ANALYSIS

February

EXPENDITURES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 940,704	\$ 675,379	\$ (265,325)	-28.2%	\$ 748,590
AUG	\$ 940,704	750,628	(190,076)	-20.2%	643,106
SEP	\$ 940,704	722,016	(218,688)	-23.2%	704,220
OCT	\$ 940,704	656,356	(284,349)	-30.2%	660,036
NOV	\$ 940,704	823,728	(116,976)	-12.4%	719,053
DEC	\$ 940,704	869,982	(70,723)	-7.5%	1,097,862
JAN	\$ 940,704	712,662	(228,042)	-24.2%	683,758
FEB	\$ 940,704	775,784	(164,920)	-17.5%	683,964
MAR					
APR					
MAY					
JUN					
YTD	\$ 7,525,633	\$ 5,986,534	\$ (1,539,099)	-20.5%	\$ 5,940,590



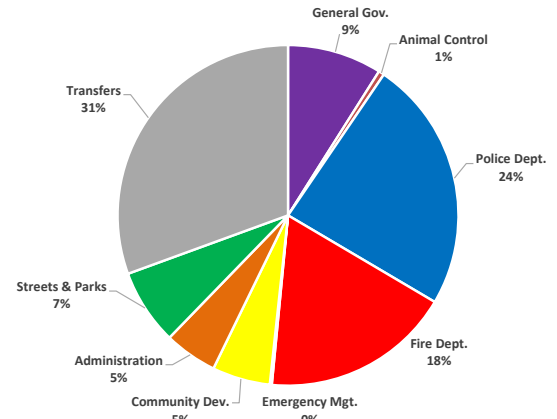
General Fund expenditures YTD were under budget YTD by -20.5%, and 0.8% above prior year YTD.

EXPENDITURES BY DEPARTMENT

	YTD FY17 Budget	YTD FY17 Actual	YTD FY16 Budget	YTD FY16 Actual
General Gov.	\$ 640,449	\$ 536,836	\$ 559,987	\$ 489,761
Animal Control	50,553	32,136	Reported with Police in FY16	
Police Dept.	1,436,317	1,435,960	1,538,321	1,364,993
Fire Dept.	1,180,296	1,079,509	1,127,760	1,057,663
Emergency Mgt.	35,333	11,451	14,000	2,002
Community Dev.	389,079	329,267	279,813	268,259
Administration	344,859	301,646	379,665	311,487
Streets & Parks	1,246,205	429,593	546,548	516,529
Transfers	2,202,542	1,830,136	2,050,637	1,929,896
Totals	\$ 7,525,633	\$ 5,986,534	\$ 6,496,731	\$ 5,940,590

Increase over prior year: 15.8% 0.8%

YTD Percent Expenditures by Department



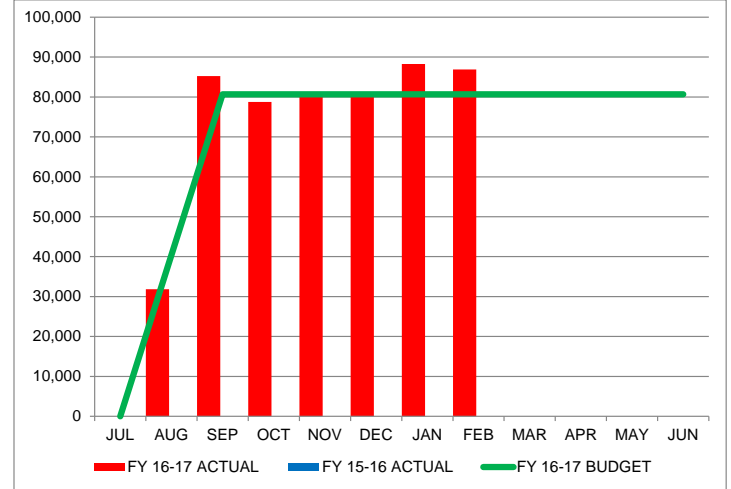
The FY17 General Fund Budget is 15.8% higher than prior year. Actual expenditures YTD were 0.8% above prior YTD.

SPECIAL REVENUE FUND: PUBLIC SAFETY PERSONNEL

February

SALES/USE TAX

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ -	\$ -	\$ -	0.0%	\$ -
AUG	40,335	31,825	(8,510)	-21.1%	-
SEP	80,676	85,242	4,566	5.7%	-
OCT	80,676	78,754	(1,922)	-2.4%	-
NOV	80,676	80,405	(271)	-0.3%	-
DEC	80,676	80,277	(399)	-0.5%	-
JAN	80,676	88,274	7,598	9.4%	-
FEB	80,676	86,905	6,229	7.7%	-
MAR	80,676				
APR	80,676				
MAY	80,676				
JUN	80,676				
YTD	\$ 847,095	\$ 531,682	\$ 7,291	0.9%	\$ -

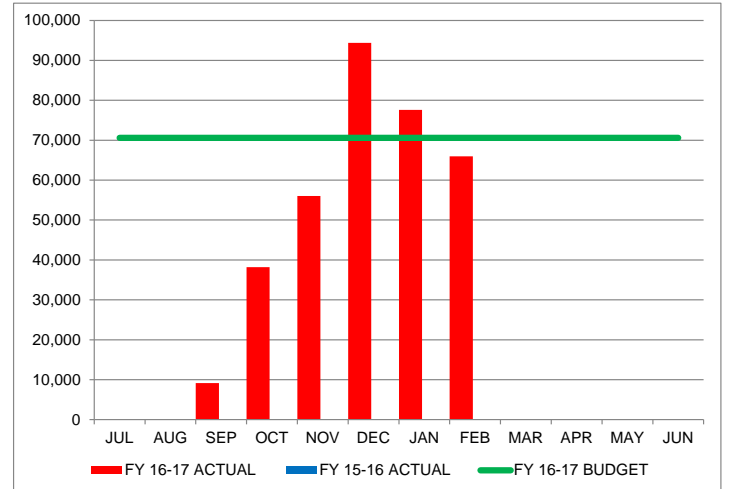


Sales tax collections YTD were even with budget at 0.9% YTD.

PUBLIC SAFETY PERSONNEL FUND EXPENDITURE ANALYSIS

EXPENDITURES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 70,591	\$ -	\$ (70,591)	-100.0%	\$ -
AUG	70,591	-	(70,591)	-100.0%	-
SEP	70,591	9,147	(61,444)	-87.0%	-
OCT	70,591	38,170	(32,421)	-45.9%	-
NOV	70,591	56,047	(14,544)	-20.6%	-
DEC	70,591	94,396	23,805	33.7%	-
JAN	70,591	77,595	7,003	9.9%	-
FEB	70,591	65,979	(4,612)	-6.5%	-
MAR					
APR					
MAY					
JUN					
YTD	\$ 564,730	\$ 341,335	\$ (223,395)	-39.6%	\$ -



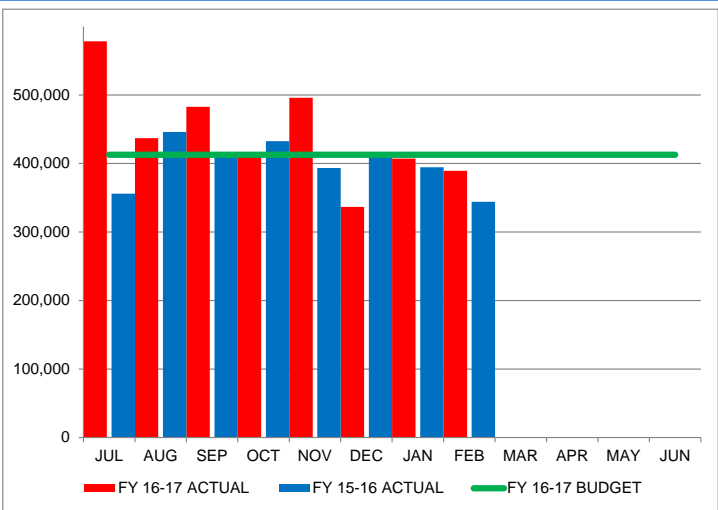
Expenditures YTD through February were -39.6% below budget.

GLENPOOL UTILITY SERVICES AUTHORITY (GUSA):
OVERALL FUND PERFORMANCE

February

CHARGES FOR SERVICES

	FY 16-17	FY 16-17	BUDGET		FY 15-16
	BUDGET	ACTUAL	VAR.	% VAR.	ACTUAL
JUL	\$ 412,779	\$ 578,279	\$ 165,500	40%	\$ 355,930
AUG	412,779	437,131	24,352	6%	446,154
SEP	412,779	482,706	69,926	17%	411,699
OCT	412,779	411,949	(830)	0%	432,549
NOV	412,779	496,008	83,228	20%	393,355
DEC	412,779	336,817	(75,962)	-18%	412,239
JAN	412,779	407,312	(5,467)	-1%	394,439
FEB	412,779	389,404	(23,375)	-6%	344,040
MAR					
APR					
MAY					
JUN					
Totals	\$ 3,302,235	\$ 3,539,605	\$ 237,371	7.2%	\$ 3,190,404

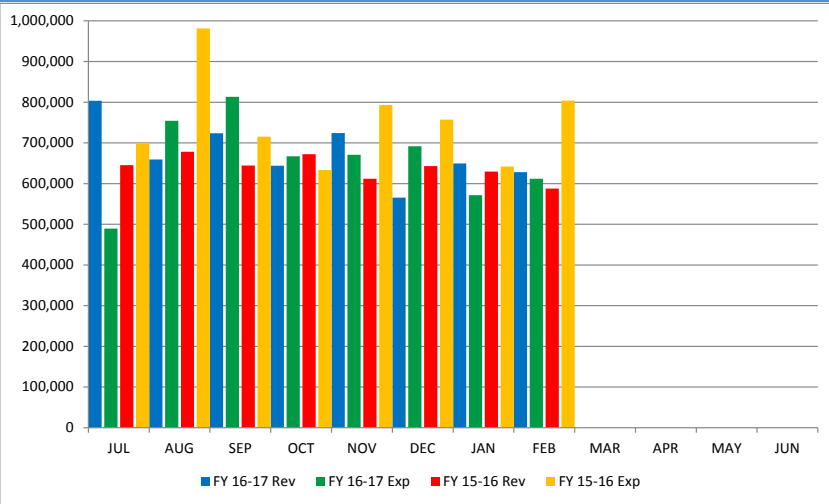


Charges for Services are 7.2% over budget YTD and 10.9% over prior year. Customer accounts increased by 7.7% over prior year.

February

REVENUE VS EXPENDITURES

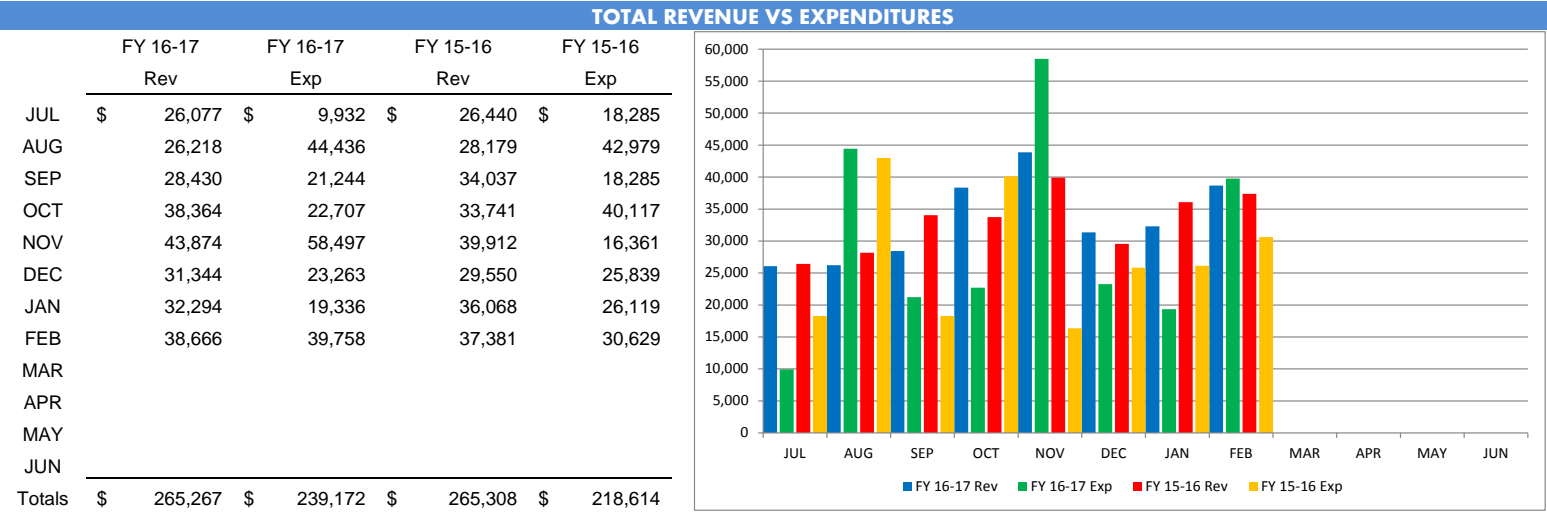
	FY 16-17	FY 16-17	FY 15-16	FY 15-16
	Rev	Exp	Rev	Exp
JUL	\$ 803,671	\$ 489,545	\$ 645,322	\$ 698,056
AUG	659,074	754,153	677,988	981,368
SEP	723,678	813,213	644,154	715,269
OCT	643,815	667,294	672,026	633,255
NOV	724,117	670,663	611,981	793,471
DEC	565,686	691,567	643,026	756,997
JAN	649,597	571,499	629,488	641,876
FEB	628,220	611,935	587,708	803,759
MAR				
APR				
MAY				
JUN				
Totals	\$ 5,397,859	\$ 5,269,870	\$ 5,111,694	\$ 6,024,051



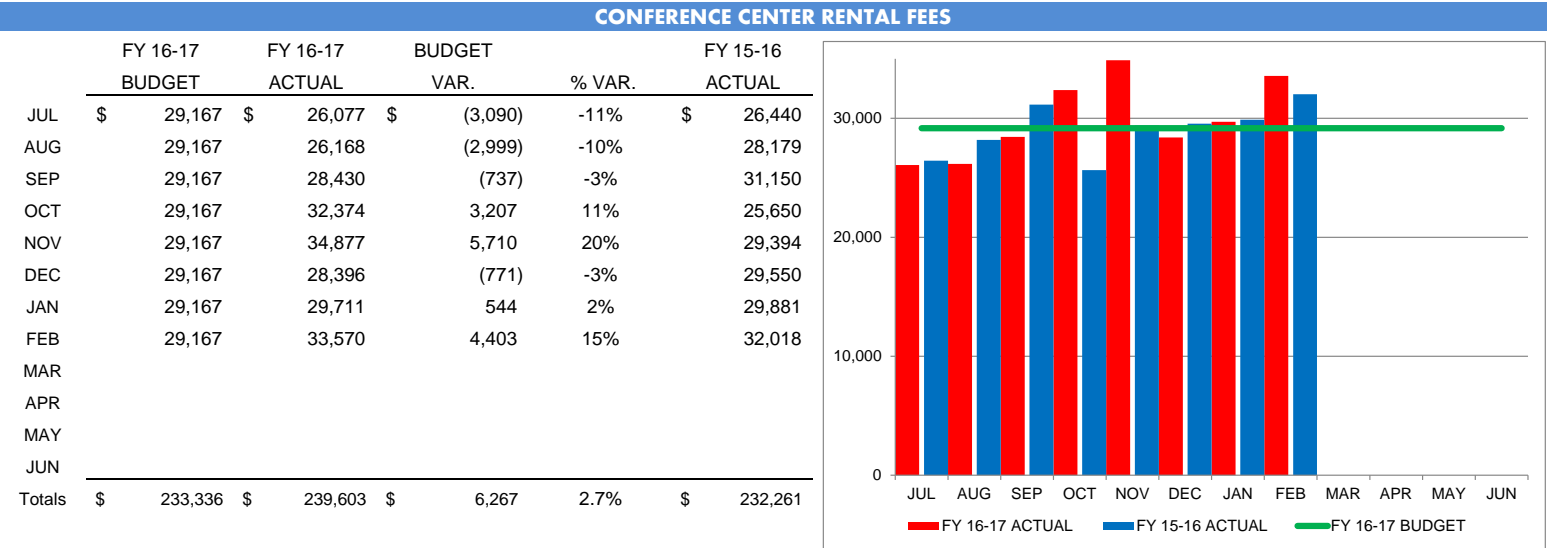
GUSA Net Income through February was 114% above prior year to date due to an increase in water revenues combined with lower expenditures.

GLENPOOL INDUSTRIAL AUTHORITY (GIA):
OVERALL FUND PERFORMANCE

February



Industrial Authority Net income YTD through February was down -\$20,600 over prior year, primarily due to increased maintenance costs compared to prior year.



Conference Center revenues from Rental Fees through February were 2.7% above budget, and 3.2% over prior year YTD due to strong rental revenues in October, November and February.

**MINUTES
CITY COUNCIL
MEETING
April 3, 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: Patricia Agee, Councilor; Jacqueline Triplett-Lund, Councilor; Momodou Ceesay, Vice Mayor; and Timothy Fox, Mayor. Brandon Kearns, Councilor 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 Rev. Rick Tabisz, King of Kings Lutheran Church; and Ken Walters, 13796 S. Nyssa Ct., Glenpool, OK 74033

- 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) Rev. Rick Tabisz from King of Kings Lutheran Church offered the Invocation.**
- D) Mayor Fox led the Pledge of Allegiance.**
- E) City Manager Report – Roger Kolman, City Manager**
 - Mr. Kolman announced that the 2017 Trash Bash, sponsored by the Glenpool Chamber of Commerce is scheduled for April 22, 8 a.m. to 1:00 p.m. at Black Gold Park. Large loads may be taken to American Environmental Landfill in Sand Springs.
 - The 2017 Black Gold Car Show is slated for April 29th.
 - Mayor Fox, Chief Waller and Mr. Kolman met with the HOA at the Crossings. He summed it up as a good meeting and offered the same opportunity to all HOAs.
- F) Mayor Report – Timothy Fox, Mayor**
 - Mayor Fox echoed the sentiment of Mr. Kolman concerning his experience with the Crossings HOA. He expressed his appreciation for the participants, stating “They were very earnest.”
 - Mayor Fox and Roger Kolman, City Manager met with the Director of the Tulsa County/City Library. He announced that the library will be closed for remodeling April 24 – 29.
- G) Council Comments**
 - Councilor Lund reported that Prom is scheduled for April 15 and will be held at the Glenpool Conference Center.
 - Councilor Lund announced that the city-wide garage sale is scheduled for April 22.

H) Public Comments

- Mr. Ken Walters, a Glenpool resident addressed the Council briefly concerning: street repairs; recycling; wild animals in the city limits; and street lighting.

I) Scheduled Business

1) Discussion and possible action to approve minutes from March 20, 2017.

MOTION: Councilor Lund moved, second by Vice Mayor Ceesay to approve minutes as presented.

FOR: Councilor Lund; Vice Mayor Ceesay; Mayor Fox

AGAINST: None

ABSTAIN: Councilor Agee (Absent on March 20, 2017)

ABSENT: Councilor Kearns

Motion carried.

2) Discussion and possible action to adopt Resolution No. 17000 proclaiming April as Fair Housing Month.

Mr. Rick Malone, City Planner recommended Council approval for the presented Resolution supporting Fair Housing. He further explained that Glenpool has benefited from federal grant funds administered through INCOG over the years and the declaration of Fair Housing Month is part of the requirements for eligibility.

MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to adopt Resolution No. 17000 proclaiming April as Fair Housing Month.

FOR: Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Lund

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

3) Discussion and possible action to accept General Utility Easement dedication from South 75 Business Park, LLC., more specifically described as a twenty-foot easement located south and parallel to the future 166th Street right-of-way contained within the draft final subdivision plat of South 75 Business Park Phase II.

Lynn Burrow, Community Development Director presented the Easement noting the purpose is to deliver utility lines for the car lot and future development, and recommended approval.

MOTION: Vice Mayor Ceesay moved, second by Councilor Lund to accept the General Utility Easement as presented.

FOR: Mayor Fox; Councilor Agee; Councilor Lund; Vice-Mayor Ceesay

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

- 4) **Discussion and possible action to accept General Utility Easement dedication from South 75 Business Park, LLC., more specifically described as a 17.5' easement located east of the east U.S. Hwy 75 right-of-way and extending approximately from 170th to 168th Streets.**

Lynn Burrow, Community Development Director presented the Easement, noting the purpose is for future sanitary sewer line, and recommended approval.

MOTION: Councilor Lund moved, second by Councilor Agee to accept General Utility Easement as presented.

FOR: Councilor Agee; Councilor Lund; Vice-Mayor Ceesay; Mayor Fox

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

- 5) **Discussion and possible action to accept General Utility Easement dedication from South 75 Business Park, LLC., more specifically described as a 17.5' easement located parallel to the east U.S. Hwy 75 right-of-way and extending south from Tractor Supply to the north right-of-way of the future 166th Street.**

Lynn Burrow, Community Development Director presented the Easement, noting the purpose is to support franchise utility lines, and recommended approval.

MOTION: Vice Mayor Ceesay moved, second by Councilor Lund to accept General Utility Easement dedication as presented.

FOR: Councilor Lund; Vice-Mayor Ceesay; Mayor Fox; Councilor Agee

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

- 6) **Discussion and possible action to enter into Executive Session for the purpose of discussing the employment, promotion, demotion, disciplining, 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 recommended that considering the content of the discussion it would be appropriate to take the matter under consideration in Executive Session.

MOTION: Vice Mayor Ceesay moved, second by Councilor Lund to convene into Executive Session for the purpose stated.

FOR: Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Lund

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

The Council and Lowell Peterson, City Attorney exited to Executive Session Chambers at 6:27 p.m. Roger Kolman, City Manager was invited in at 6:43 p.m.

7) Discussion and possible action to reconvene in Regular Session.

MOTION: Councilor Agee moved, second by Councilor Lund to reconvene in Regular Session.

FOR: Mayor Fox; Councilor Agee; Councilor Lund; Vice-Mayor Ceesay

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

The Council reconvened in Regular Session at 7:03 p.m.

8) Discussion and possible action to renew the current City Manager Employment Agreement, in accordance with its terms, as affirmed or amended, for Fiscal Year 2017-2018.

MOTION: Councilor Lund moved, second by Councilor Agee to table action to the next regularly scheduled meeting.

FOR: Councilor Agee; Councilor Lund; Vice-Mayor Ceesay; Mayor Fox

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

J) Adjournment.

- Meeting was adjourned at 7:04 p.m.

Date

Mayor

ATTEST:

City Clerk



Staff Report

Date: April 17, 2017

To: Honorable Mayor and City Council

From: Debbie Pengelly, HR Director

Re: City of Glenpool Compensation Analysis and Study

Background

A formal compensation plan is an integral part of becoming and remaining competitive in the municipal government talent marketplace. It serves as the foundation to provide transparency and consistency surrounding an organization's compensation philosophy and helps ensure parity within the market. This, in turn, helps with recruiting, hiring, and retaining key employees. Additionally, formal compensation plans provide ease, efficiency and equity in salary and personnel budget administration. They mitigate risk of litigation by eliminating what could be considered arguable inequities and inconsistencies within informal pay structures. Staff solicited requests for proposals from qualified firms to perform a classification and compensation study for the City.

By completing this study, the City will be able to make informed decisions about job classifications and compensation packages. The study's information will also provide the necessary tools for the City to remain competitive in the labor market and attract top quality employees.

The proposal from Paypoint HR includes, but is not limited to, a review, analysis, and validation of the *external* labor market data collected and an *internal* equity analysis of which the study of both shall yield a total salary recommendation plan for the City.

Staff Recommendation

Staff recommends:

- 1) Approval of contract with Paypoint HR not to exceed \$32,500;
- 2) Authorize the City Manager to execute documents.

Attachment

- Contract
- RFP Response
- RFP 2017-01-09

March 13, 2017

City of Glenpool/GUSA
Compensation Study
HR Director - 3rd Floor
12205 S. Yukon Avenue
Glenpool, Oklahoma 74033

Dear Sirs,

Paypoint HR, LLC is pleased to present the attached agreement to the City of Glenpool, Oklahoma in response to the Request for Proposal: Compensation Study. Paypoint HR has the staff and experience to serve the City of Glenpool with the knowledge and expertise needed to fulfill all requirements in the RFP within the time period specified. We will conduct the prescribed internal and external compensation study, wage and benefit, and communicate the findings and our recommendations to all stakeholders. Excellence, fairness, clarity, and transparency will be the guiding principles we will utilize in this endeavor.

As project manager, Mrs. Karin Campbell will serve as the primary contact by and between Paypoint HR and your office. Mrs. Campbell's contact information is as follows:

Karin Campbell, SPHR, SHRM-SCP
695 Santa Maria Lane
Davidsonville, MD 21035
E-Mail: Karin@PaypointHR.com
Telephone number: (443) 336-4272
Fax number: (443) 926-9930

If you have any questions, please feel free to contact us. Terms of this contract is valid and binding for a period of ninety (90) days from the date and time indicated on this letter. We look forward to working with the City of Glenpool on this important project.

Sincerely,



Karin VM Campbell

This **AGREEMENT FOR SERVICES** (the "Agreement") is made and entered into as of April 17, 2017, the ("Effective Date") by and between the City of Glenpool, Oklahoma ("Client") with a principal office and place of business at 12205 S. Yukon Avenue, Glenpool, Oklahoma 74033 and Paypoint HR, LLC, 695 Santa Maria Lane, Davidsonville, MD 21035 ("Contractor"). Client and Contractor shall be collectively referred to herein as the "Parties".

Whereas, Client desires to retain Contractor to provide certain services described more fully herein, and Contractor desires to provide Client said services, all in accordance with the terms of this Agreement;

Now Therefore, Client and Contractor agree as follows:

1. Scope of Services: Contractor shall carry out all services described in Exhibit 1, which is incorporated by reference, and such related services as are reasonably necessary to accomplish those described in Exhibit 1 (the "Services"). This Agreement shall apply to all Services provided from time to time by Contractor to Client during the Term, as defined below.
2. Deliverables: Contractor shall provide all deliverables as described in Exhibit 1 (the "Deliverables").
3. Payment:
 - a. [FIXED FEE: Client shall pay Contractor an aggregate amount of \$32,500 to perform the Services. \$4,500 will be due immediately upon execution of this agreement. The aggregate amount shall be the sole and complete compensation for the Services performed by Contractor under this Agreement, including contingencies, direct and indirect expenses except as provided in Exhibit 1.] [HOURLY FEE: Client shall pay Contractor at the hourly rate of \$125 per hour to perform additional services outside the Scope of Service. Such additional services shall not exceed \$1 in cost without prior written approval by Client. The fee amount shall be the sole and complete compensation for Services performed outside the Scope of Service by Contractor under this Agreement, including contingencies, direct and indirect expenses except as provided in Exhibit 1.]
 - b. Contractor shall submit to Client biweekly reasonably detailed invoices describing the Services rendered during the invoice period, and such invoices shall become payable within thirty (30) days of receipt by Client. Invoices shall provide reasonable documentation of evidence of costs incurred including but not limited to:
 - i. Staff charges: for each employee, the name, title, number of hours worked and hourly rate; and,
 - ii. Direct Materials/Other Direct Costs: All direct materials and other direct costs shall be itemized on the invoice and supported by

documentation such as vendor invoices, expense receipts, and proof of payment or other documentation as requested by Client.

4. Term and Termination:

- a. This Agreement shall take effect as of the Effective Date, and shall remain in effect until December 31, 2017 (the "Term"), unless terminated sooner under the provisions of this Section. Unless otherwise agreed in writing by the Parties, the Contractor shall perform the Services in accordance with the schedule in Exhibit 1 (the "Schedule").
- b. This Agreement may be terminated by either Client or Contractor at any time for a material breach of any term of the Agreement. In the event of such termination, compensation shall be paid to the Contractor for the actual costs of allowable expenses incurred for work performed and the reasonable and necessary actual direct costs incurred in the performance of the work pursuant to this Agreement prior to the effective date of the termination, provided that, in no case will Client's obligation to Contract exceed \$32,500.
- c. Client may terminate this Agreement in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate Client action inconsistent with performing its obligations under this Agreement.
- d. Client may terminate this Agreement at any time, in the sole exercise of its discretion. In the event of such termination, compensation shall be paid to the Contractor for the actual costs of allowable expenses incurred for work performed and the reasonable and necessary actual direct costs incurred in the performance of the work pursuant to this Agreement prior to the effective date of the termination.

5. Access and Use:

The Contractor warrants that its Deliverables and any other work product will not infringe on any copyright, right of privacy, or personal or proprietary rights of others. If the Contractor delivers or uses materials subject to the rights of third parties (e.g., requiring permission from a copyright owner), the Contractor will provide all information required of the person or entity possessing such rights to use such materials without infringing any copyright, right of privacy, or other personal proprietary right of another person or entity.

If the Contractor provides to Client or uses in the Contractor's Services any material in which Contractor claims copyright, patent or other interests or rights for themselves, such use or delivery shall not be deemed to be an assignment of such material, interests and rights to Client, unless a contrary agreement is reached in writing, signed by an officer of Client, prior to such delivery or use.

6. Contractor's Representations, Warranties, and Certifications: As of the date of this Agreement, Contractor hereby represents, warrants and certifies as follows

and acknowledges that any false or misleading representation, warranty or certification will be a material breach of this Agreement for purposes of Section 4.a. of this Agreement, subject to waiver by Client in its sole discretion:

- a. Contractor is duly authorized to enter into this Agreement.
- b. Contractor and all personnel to be utilized by Contractor under this Agreement ("Project Personnel") are fully capable and qualified to perform the Services and Contractor's other obligations under this Agreement, and has obtained all requisite licenses and permits to perform such Services and obligations.
- c. Contractor and its Project Personnel are familiar with, and are and will remain in compliance with, and will not take any actions contrary to the provisions of, any laws, rules, regulations, ordinances, orders or requirements of any federal, State of Oklahoma or local authority with jurisdiction applicable to or implicated by the subject matter of this Agreement.
- d. Contractor and its employees are independent contractors of Client, and not employees, partners or joint venturers of Client. Contractor will be solely responsible for withholding and paying all applicable payroll taxes of any nature, including social security and other social welfare taxes or contributions that may be due on amounts paid to its employees. Contractor has filed and will continue to file all necessary tax returns and reports, and has paid and will continue to pay all taxes and has complied and will continue to comply with all laws of the State of Maryland, the State of Oklahoma to the extent applicable and the Internal Revenue Service relating to contributions and payment in lieu of contributions to the Employment Security System, and with all laws of the State of Oklahoma relating to Worker's Compensation.
- e. Contractor shall secure and maintain all insurance, licenses and/or permits, perform all acts necessary or required for the performance of the Services required under this Agreement including, but not limited to, obtaining and maintaining appropriate insurance coverage for its activities under this Agreement through the Term necessary or appropriate. Contractor represents the compliance with any applicable lawful requirements of the types and amounts of insurance coverage maintained and the appropriateness of those coverages for the duration of the Term. Upon request, the Contractor shall provide Client with appropriate documentation reflecting such insurance coverage and demonstrating compliance with all applicable state and federal laws.
- f. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, or physical or mental handicap. Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of

1973; and the Americans with Disabilities Act of 1990, all as amended or supplemented.

- g. The Contractor represents and warrants that all personnel supplied under this Agreement are eligible to work in the United States at the time of execution of this Agreement and that Contractor has a continuing obligation to ensure such status for the Term of the Agreement.

7. Project Personnel:

- a. For Contractor: Karin VM Campbell, Dr. David R Campbell III
- b. For Client: Roger Kolman, City Manager

8. Notice: Any notice hereunder shall be in writing and shall be sent either by (i) facsimile or other electronic transmission, (ii) courier, or (iii) first class mail, postage prepaid, addressed to the address of the parties as indicated in the preamble of this Agreement (or to such other address as a party may provide by notice to the party pursuant to this Section), and shall be effective (i) when dispatched, if by facsimile or other electronic transmission, (ii) if sent by courier, one day after dispatch, (iii) if sent by first class mail, five days after its date of posting.

9. Assignment and Subcontracting: Client may assign its rights and obligations under this Agreement to any person who succeeds to all or any portion of Client's business, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. Contractor shall not assign or in any way transfer any interest in or any of Contractor's rights or obligations under this Agreement, including by operation of law, without the prior written consent of Client, nor shall Contractor subcontract any services to anyone without the prior written consent of Client.

10. Conflicts of Interest: Contractor and its subcontractors, if any, shall not take any action which it knows or has a reasonable basis to believe would cause any officer or employee of Client to participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, or association in which they are directly or indirectly interested or to have any interest, direct or indirect, in this Agreement or the proceeds thereof.

11. Audit: Contractor shall maintain books, records and other compilations of data pertaining to its activities under this Agreement to the extent and in such detail as shall properly substantiate claims for payment and Contractor's performance of its duties under the Agreement. All such records shall be kept for a period of not less than three (3) years or for such longer period as is specified in writing by Client (the "Retention Period"). The Retention Period starts on the Effective Date and shall continue until such date as is three (3) years after final payment under this Agreement is made. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the action and resolution of all issues resulting there from, or until the end of the Retention Period, whichever is later. The Client and their respective duly authorized

representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records, and other compilations of data of Contractor which pertain to the provisions and requirements of the Agreement. Such access shall include on-site audits, reviews, and copying of records. If such audit reveals that any portion of the fees was utilized for purposes not permitted under this Agreement, then Contractor shall refund to Client the amount determined by such audit within ninety (90) days of Contractor's receipt of such audit and demand.

12. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Client and each of their respective agents, officers, directors and employees (the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of Contractor relating to this Agreement, (ii) any negligent acts or omissions or reckless or intentional misconduct of Contractor or any of Contractor's agents, officers, directors, employees or subcontractors, or (iii) the violation of any law by the Contractor or any of Contractor's agents, officers, directors, employees or subcontractors. Without limiting the foregoing, Contractor shall indemnify and hold harmless each Covered Person against any and all damages that may directly or indirectly arise out of or may be imposed because of the failure to comply with the provisions of applicable law by Contractor or any of its agents, officers, directors, employees or subcontractors.

In no event shall either party be liable for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the Services provided under this Agreement, even if advised of the possibility of such damages.

13. Nonsolicitation and Noninterference: During the Term of this Agreement and for a period of one year after the termination, Contractor shall not, directly or indirectly, either for itself or on behalf of or through any other entity or person:
- a. recruit, solicit, entice or persuade (or attempt to recruit, solicit, entice or persuade) any person who is (or at any time during the year prior to termination of this Agreement was) an employee, consultant, contractor, vendor or supplier of Client to leave the services of Client for any reason;
 - b. hire (or attempt to hire) any person who is (or at any time during the year prior to termination of this Agreement was) an employee of Client;
 - c. interfere with (or attempt to interfere with) Client's relations or arrangements with any person who is (or at any time during the year prior to the termination of this Agreement was) an employee, or a consultant, applicant, contractor, grantee recipient, respondent, customer, vendor, supplier or contractor of Client.

14. Confidentiality:

- a. Contractor hereby agrees to protect the physical and electronic security of, and restrict access to, all data compiled for, used by, or otherwise in the possession of Contractor in performance of the Services hereunder in accordance with Contractor's reasonable business practices and as otherwise provided in this Agreement. Contractor shall comply with all applicable laws and regulations relating to confidentiality and privacy.
- b. In connection with the performance of the Contractor's Services, Contractor will be exposed to and have access to Client's confidential and proprietary information and information that Client's employees, applicants, consultants, affiliates, licensors, customers, vendors, and others have entrusted to Client that may include, but is not limited to, trade secrets, know-how, or other intellectual property, financial and commercial information, marketing and servicing information, costs, business affairs, future plans, employee compensation, employee personnel information, programs, databases, operations and procedures (collectively, "Confidential Information") to which Contractor did not have access prior to performing Services for Client, and which Confidential Information is of great value to Client. Contractor, at all times, both during and after any termination of this Agreement by either party or by expiration, shall not in any manner, directly or indirectly, use any Confidential Information for Contractor's own or any third party's benefit, or divulge, disclose or communicate in any manner, or otherwise make available such Confidential Information, unless expressly authorized to do so in writing by an officer of Client. Confidential Information shall not include (i) information which was in the public domain at the time of disclosure to Contractor; (ii) information which is or becomes generally known or available to the public through no act or failure to act on the part of Contractor; or (iii) information the disclosure of which is required by law or court order, provided the Contractor gives to Client prompt, prior written notice of any such disclosure.
- c. Contractor has read and agrees to comply with, and will cause its agents, officers, directors, employees and subcontractors to comply with, the provisions of this Section. Contractor agrees, for itself and for its agents, officers, directors, employees and subcontractors, as follows:
 - i. not at any time, whether during or after the termination of this Agreement, to divulge, disclose or reveal to any entity or person any Confidential Information, whether or not such information is produced by Contractor's own efforts, except (A) as specifically required in connection with the fulfillment of Contractor's obligations hereunder, or (B) as otherwise directed by Client in connection with a disclosure request under a request for discovery, subpoena, court or administrative order or other compulsory legal process, disclosure requirement or request relating to such Confidential Information;

- ii. not at any time, whether during or after the termination of this Agreement, use any Confidential Information for Contractor's direct or indirect financial or other benefit or for the benefit of any entity or person whether related or unrelated to or affiliated with Contractor or with whom Contractor is now or hereafter associated, other than Client, nor will Contractor use or attempt to use any Confidential Information in any manner which could reasonably be expected to injure or cause loss, whether directly or indirectly, to Client or any third party;
 - iii. in the event that Contractor (or any of its agents, officers, directors employees or subcontractors) is questioned about Confidential Information by anyone who is not known by Contractor to be authorized to receive or have access to such Confidential Information, or is asked to provide Confidential Information to any such entity or person, Contractor agrees to promptly notify Client and respond to the inquirer in accordance with Client's instructions; and
 - iv. not at any time, whether during or after the termination of this Agreement, reproduce any materials containing Confidential Information except to the extent necessary to perform Contractor's obligations under this Agreement, nor make or use (or permit its employees or agents to make or use) any materials other than in connection with the performance of Contractors' obligations under this Agreement and for the benefit of Client, it being understood and agreed that all materials are, shall be and shall remain the sole and exclusive property of Client, and immediately upon the termination of the Agreement for any reason, Contractor shall deliver all copies of Client's confidential materials and all other property of Client in its direct or indirect possession or control to Client, at its main office. In addition Contractor shall, upon the termination of the Agreement, return all materials and Confidential Information, held by Contractor as data stored on computers, floppy disks, CD-ROMs, or other electronic media.
- d. Contractor shall collaborate with Client to prepare any public statement or announcement relating to or bearing on the work performed or data collected under this Agreement or to prepare any press release or for any news conference in which Client is concerned or discussed.
15. **Tax Forms:** Client will record payments to Contractor on, and provide to the Contractor, an Internal Revenue Service Form 1099, and Client will not withhold any state or federal employment taxes on the Contractor's behalf. The Contractor shall be responsible for paying all such taxes in a timely manner and as prescribed by law. Contractor shall provide Client with a properly completed United States Internal Revenue Service Tax Form W-9 (the "W-9"). Failure to provide the W-9 shall be grounds for withholding payment until such W-9 is received.

16. Choice of Law: This Agreement shall be construed under, and governed by, the laws of the State of Oklahoma, without giving effect to its conflict of laws principles. Contractor agrees to bring any federal or state legal proceedings arising under this Agreement in which the Client is a party in a court of competent jurisdiction within the State of Oklahoma, Tulsa County. However, no such action shall be instituted before the Parties submit the dispute to arbitration before the American Arbitration Association in Oklahoma and the arbitrator issues a final decision and award. Judgment upon any arbitration award may be entered in any court of competent jurisdiction in the State of Oklahoma, Tulsa County. All parties shall cooperate in the process of arbitration for the purpose of expediting discovery and completing the arbitration proceedings. This Section shall not be construed to limit any other legal rights of the parties.
17. Counterparts: This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
18. Severability: Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power or enforceability of any other clause or provision of this Agreement.
19. Amendments and Waivers: No amendments to or modifications of this Agreement, and no waiver of any provision hereof, shall be effective unless the same shall be in writing and shall be signed by each of the Parties hereto. Any waiver by Client of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, no in any way limit the remedies available to that Party.
20. Binding Effect, Entire Agreement: This Agreement shall be binding on the Parties hereto and their respective successors and permitted assigns and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the Parties hereto, and no entity or person shall be regarded as a third party beneficiary of this Agreement. This Agreement embodies the entire understanding and agreement between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. Furthermore, neither Contractor's nor any of its subcontractors' provision of services under this Agreement implies, establishes or otherwise creates any rights or expectations of additional contracts with the Client, whether related or unrelated to the subject matter of

this Agreement. The following (together with all exhibits, schedules and attachments) are hereby incorporated into this Agreement by reference:

- a. Exhibit 1: Response to Request for Proposal – Classification Study and Compensation Study

In witness whereof, the Parties have caused this Agreement to be executed as a document under seal as of the Effective Date.

City of Glenpool, Oklahoma

Paypoint HR, LLC

By: _____
Name: Roger Kolman
Title: City Manager
Date: 04/17/2017

By: Karin VM Campbell
Name: Karin VM Campbell
Title: CEO
Date: April 11, 2016

Attest:

Susan White, City Clerk

Approved as to Form:

Lowell Peterson, City Attorney

Exhibit 1:



City of Glenpool/GUSA
Compensation Study
HR Director - 3rd Floor
12205 S. Yukon Avenue
Glenpool, Oklahoma 74033

Response to Request for Proposal Compensation Study



Paypoint HR, LLC
695 Santa Maria Lane
Davidsonville, MD 21035
(443) 336-4272
(443) 926-9930 FAX

Submitted on
February 28, 2017

Proposed Fees

PHASE A Classification Study

Task	Hours
A Project Kick Off	18
B Baseline Evaluations	10
C Collect and Acknowledge Job Descriptions and Actionable reports	12
D Recommendations for the Classification Structure	12
E Classification Concept/Preliminary Allocation Development	24
F Job Class Description Development/Compliance Review/Update	18
G Draft Class Description Review/Informal Appeal Process	12
H Finalize Compliant Classification Plan/Draft Interim Report	18
Subtotal Professional Hours	124

PHASE B Compensation Study

Task	Hours
A Identify Benchmark Classifications, Targets and Benefits to be Collected	12
B Compensation Data Collection	18
C Analysis and Preliminary Data Review	20
D Draft Compensation Findings/Additional Analysis/"Working Group" Meeting	12
E Internal Relationship Analysis/Internal Alignment	18
F Compensation Structure/Implementation Plan/Compliance Review	20
G Development of Summaries, Final Report and Deliverables	18
H Final Presentations and Post Implementation Support	18
Subtotal Professional Hours	136

Total Estimated Hours of Phase A & Phase B	260
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The standard consulting rate for the senior personnel listed, consistent with the Federal GSA schedule, is \$125 per hour of service. For a project entailing 260 hours of service, the total fee would be \$32,500. Our fee includes expenses associated with travel, phone, materials, and supplies. The total is an estimate of the time needed. Biweekly invoices, including a thorough delineation of services rendered, would be on a net 30 day basis. Paypoint expects support from the Client in communication with key staff, setting up meetings, providing meeting resources as well as establishing reporting relationships, milestones and timelines.

Additional Information

Timeline

Our professional experience is that comprehensive studies of this scope and for this size organization take no more than 16 weeks to complete, allowing for adequate position description questionnaire completion, interview time, classification description development, compensation data collection and analysis, review steps by the client, the development of final reports, and any appeals.

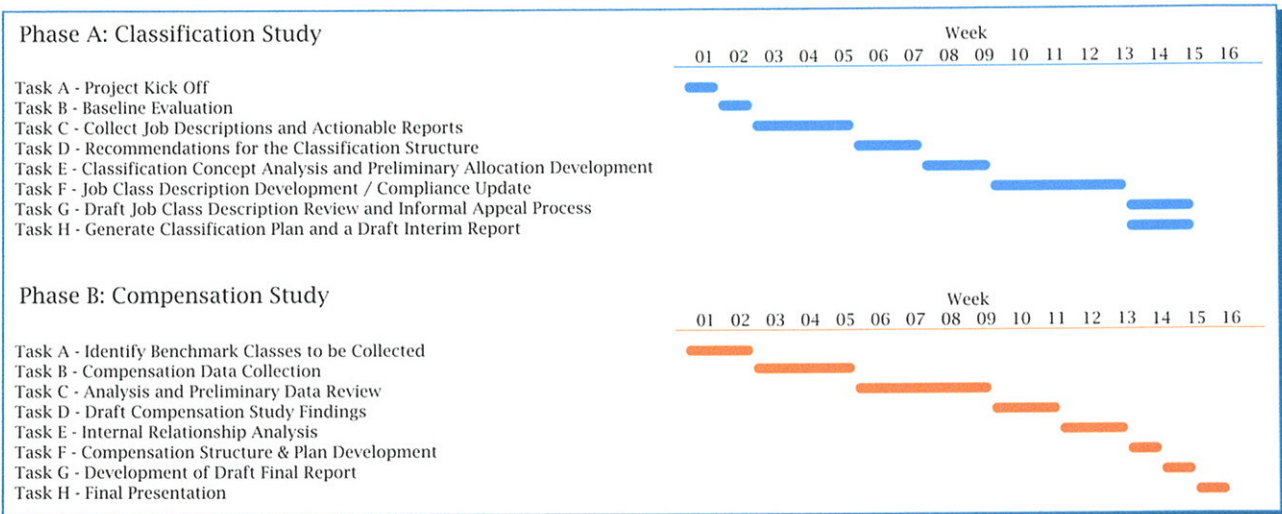


Figure - Gantt Chart

Weekly progress reports will be provided to the client. Paypoint HR will also provide to the Project Team interim reports as the project progresses. We keep our clients fully abreast of all activities that Paypoint HR undertakes during the course of our projects to ensure timely completion and to short-circuit any issues that may arise. In the figure above, we present an example of a delineated schedule complete with milestones.

Timeline for Each Component

Table - Delineated Schedule (Example)

Implementation and Administration	Responsible Party	Status
1. Consultant awarded contract & contract ratified	Client's Leadership	April 17, 2017
2. Consultant meets with Senior Staff & Compensation Team to review project, timetables, and set meeting dates	Client & Paypoint HR	Begin April 18, 2017
3. Consultant requests electronic copy of current plan specifications, job description templates, and customized job descriptions as well as background data including personnel policies, organization charts, job series, and career ladders	Client & Paypoint HR	Begin April 18, 2017
4. Consultant meets with HR to learn current structure	Client's HR & Paypoint HR	Begin April 18, 2017
5. Consultant meets with key stakeholders, management, and employees to clarify understanding of current structure	Paypoint HR	April 18, 2017
6. Employee communication	Client & Paypoint HR	April 18, 2017 - Completion
7. Approximately 1 progress report every 2 weeks for the duration of the project	Paypoint HR	April 18, 2017 - Completion
8. Discuss benchmark positions	Client & Paypoint HR	April 18, 2017
9. Select comparator agencies	Client & Paypoint HR	April 18, 2017
10. Review findings and analysis	Client & Paypoint HR	April 21, 2017 - June 30, 2017
11. Review recommendations and incorporate feedback	Client & Paypoint HR	July 8, 2017
12. Give final report presentation	Client & Paypoint HR	July 31, 2017
13. Provide internal Client administrators with final classification manual and training to maintain the integrity of the plan	Paypoint HR	July 31, 2017

Classification Study	Responsible Party	Status
1. Evaluate current classifications and job descriptions	Paypoint HR	April 17, 2017- April 22, 2017
2. Analyze Client's current salary practices and internal salary relationships	Paypoint HR with Client	April 17, 2017- May 31, 2017
3. Give written recommendations for adding, combining, deleting, or modifying any current classifications or job descriptions with parenthetical descriptions of each proposed addition	Paypoint HR	With completion of Interim report of Classification Study and confirmed with final report
4. HR compensation review and appeal of recommendations	Paypoint HR	June 1, 2017- June 30, 2017
5. Develop instrument for pay system that identifies key metrics for determination of pay along with mapping and methods of adjustment	Paypoint HR	April 17, 2017 to July 1, 2017
Compensation Study	Responsible Party	Status
1. Selection of comparator agencies, acceptance of comparator agency participation, and collection of data	Paypoint HR with Client	April 17, 2017 - May 7, 2017
2. Finalize client data file	Paypoint HR	May 18, 2017
3. Finalize comparator agency survey findings	Paypoint HR	May 28, 2017
4. Review of findings and identify obstacles for acceptance	Paypoint HR with Client	June 1, 2017 - June 14, 2017
5. Prepare final report	Paypoint HR	June 15, 2017- July 7, 2017
6. Present draft of final report to client for review	Paypoint HR	July 22, 2017
7. Present final report - May depend on scheduling of Council meetings	Paypoint HR	July 31, 2017

**CITY OF GLENPOOL AND/OR
GLENPOOL UTILITY SERVICES AUTHORITY
12205 S. Yukon Ave.
Glenpool, OK 74033**

REISSUE OF REQUEST FOR PROPOSAL: COMPENSATION STUDY

RFP: 2017-01-09	PROPOSAL FOR: Compensation Study
Bid Publication Date:	January 09, 2017
Deadline for Questions:	January 31, 2017 3:00 p.m. CST
Due Date & Time	February 28, 2017 12:00 p.m. CST
Opening Date	February 28, 2017 2:00 p.m. CST
Evaluation of Proposals:	March 06 - 10, 2017
Selection of Successful Consultant	By March 13, 2017
Finalize Agreement with Consultant	By April 3, 2017
City Council Approval: Consultant to be available for Council questions.	April 17, 2017
Completion of the study and delivery of the work product:	September 30, 2017

The City of Glenpool and/or the Glenpool Utility Services Authority is soliciting proposals from qualified and experienced consultants to conduct a comprehensive review of its total compensation program, including employer paid benefits. Submit five (5) copies of all documents requested, one (1) electronic media version (CD or USB Flash Drive) and all pages of this solicitation, to the address below on or before the due date and time.

Return proposals to:

Via U.S. Mail

City of Glenpool/GUSA
Compensation Study
HR Director
12205 S. Yukon Avenue
Glenpool, OK 74033

Via Common Carrier/Hand Delivery

City of Glenpool/GUSA
Compensation Study
HR Director – 3rd Floor
12205 S. Yukon Avenue
Glenpool, OK 74033

Vendor Name: _____

Mailing Address: _____

Business Address (if different): _____

Phone: _____ Fax: _____ FEI# _____

Contact Name: _____

Email Address: _____

**CITY OF GLENPOOL AND/OR
GLENPOOL UTILITY SERVICES AUTHORITY
12205 S. Yukon Ave.
Glenpool, OK 74033**

**NONCOLLUSION AFFIDAVIT
PROPOSAL INVALID IF AFFIDAVIT NOT SIGNED AND NOTARIZED AND
SUBMITTED WITH BID**

State of _____

County of _____

I _____ of lawful age, being first duly sworn, on oath says
that:

1. (s)he is the duly authorized agent of the bidder and/or contractor submitting the competitive bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and city officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; and 3. Neither the bidder/contractor nor anyone subject to the bidder/contractor's direction or control has been a party; a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from bidding, b. to any collusion with any city official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor c. in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract, d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Glenpool and/or the Glenpool Utility Services Authority, any money or other thing of value, either directly, in procuring the contract to which his/her statement is attached.

Signature: _____ Title: _____

Subscribed and sworn before me this: _____ day of _____, 2016

Notary Public: _____ My commission expires: _____

**CITY OF GLENPOOL AND/OR
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12205 S. Yukon Ave.
Glenpool, OK 74033**

BIDDERS PROPOSAL/CONTRACT TERMS AND CONDITIONS

- 1) **CONTRACTING ENTITY/AGENCY:** Shall mean the City of Glenpool and/or the Glenpool Utility Services Authority.
- 2) **SEALED BIDS:** Bid proposals must be submitted on and in accordance with the BIDDERS PROPOSAL/CONTRACT. All sheets bid on and this form must be executed and submitted in a sealed envelope. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. The face of the envelope shall contain the City's address, the date and time of the bid opening and the RFP number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Bids, which do not comply with these conditions, are subject to rejection. Bids will be considered only on first quality products.
- 3) **BID ACCEPTANCE PERIOD:** Bids received after the opening date and time will not be considered.
- 4) **EXECUTION OF BID:** Bid must contain an original signature of authorized representative in the spaces provided. Bid must be typed or printed in ink. Use of erasable ink and penciled bids will not be accepted. ANY AND ALL CORRECTIONS MADE BY BIDDER TO HIS/HER BID MUST BE INITIALED.
- 5) **NO BID:** If not submitting a bid, respond by returning page 1, Request for Proposal, marking it "NO BID", Failure to respond three (3) times in succession without justification shall be cause for removal of the vendor's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.
- 6) **OPENING:** Bids will be opened and distributed to the requesting department for review and recommendation for award. It is the bidder's responsibility to ensure that his/her bid is delivered at the proper time, date and place as specified in the documents. Bids, which for any reason are not so delivered, will not be considered. NOTE: Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by fax or email. Individuals wishing to review a bid file may do so at the Office of the City Clerk during regular business hours.
- 7) **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid F.O.B. requesting agency and include packing, handling and shipping charges fully prepaid by the vendor.
- 8) **BID PRICE/MISTAKES:** The bidder shall show in the proposal both the unit price and the total amount on items when indicated. In the event of discrepancy between the unit price and the extension, THE UNIT PRICE SHALL PREVAIL. Prices shall be extended in decimals.
- 9) **INVOICING AND PAYMENT:** The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the purchase order number. THE VENDOR SHALL ACCEPT NO ORDER

**CITY OF GLENPOOL AND/OR
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WITHOUT A PURCHASE ORDER NUMBER FROM THE CONTRACTING ENTITY.

- 10) **TAXES:** The purchases of certain items by the Contracting Entity are exempt from the payment of excise, transportation and sales tax imposed by the Federal, State and/or City governments. Such taxes must not be included in proposal prices. Upon request, applicable Federal Excise Exemption certificates will be furnished.
- 11) **CONDITION AND PRICING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
- 12) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of occupational Safety and Health Act and any standards thereunder.
- 13) **MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:** Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which (s) he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate in the bid form the manufacturers' name and number. Bidder shall submit with his/her proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specification as listed on the bid form.
- 14) **AWARDS:** The Contracting Entity reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof; on a geographical base and/or on a statewide basis with one (1) or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. The Contracting Entity reserves the right to delete any item from this contract when deemed to be in the best interest of the Contracting Entity.
- 15) **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.
- 16) **SAMPLES:** Samples of items, when called for, must be furnished free of expense. Each individual sample must be labeled with bidder's name, manufacturers' brand name and

**CITY OF GLENPOOL AND/OR
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number, contract number and item reference, or as specified in the attached special conditions.

- 17) **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications may be rejected. Any violation of these stipulations may result in supplier's name being removed from the Contracting Entity vendor list.
- 18) **TESTING:** In cases when material fails to meet specifications the cost of testing shall be borne to the vendor, both on samples and delivered materials.
- 19) **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. **DESTINATION:** Shall mean delivered to the receiving dock, agency stockroom, or other point specified in the purchase order. The Contracting Entity accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However to assist in the expeditious handling of damage claims, the ordering agency will: (a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (b) Report damage (visible and concealed), in writing, to the carrier and contract supplier, within fifteen (15) days of delivery; (c) Retain the item and its shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the contract supplier; (d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
- 20) **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the Contracting Entity and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the Contracting Entity. If the bidder uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 21) **PRICE ADJUSTMENTS:** Manufacturers' price increases, or other increases in the cost of doing business may not be passed on to the Contracting Entity unless so specified in the Invitation to Bid, nor may the vendor withdraw or cancel the contract, or any part of the contract for these reasons. Vendors may cancel contract only if a vendor cancellation clause is included as a part of the Invitation to Bid and then only if the contractual obligation has been fulfilled by the vendor in accordance with the terms stated in the Invitation to Bid. Any price decrease effectuated during the contract period by reason of market change shall be passed on to the Contracting Entity.

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- 22) **LIABILITY:** The supplier shall hold and save the Contracting Entity, its officers, agents and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
- 23) **FACILITIES:** The Contracting Entity reserves the right to inspect the bidder's facilities at any time with prior notice.
- 24) **THE SUCCESSFUL BIDDER(S) MUST PROVIDE:** Only the pertinent information or items you are bidding. Complete catalogues are not necessary - but, if furnished, you are to identify exact location in catalogue and circle or identify clearly item(s) being bid. Successful bidder shall be properly licensed by all pertinent authorities, including the State of Oklahoma and the City of Glenpool.
- 25) **WAVIER:** The Contracting Entity reserves the right to waive any General provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the Contracting Entity.
- 26) **QUANTITIES:** Quantities of the commodities to be purchased are set forth in the specifications as specified numbers or estimates. Items of estimated quantity will be awarded on a "NO GUARANTEE" basis.
- 27) **PUBLIC CONSTRUCTION CONTRACTS:** The solicitation and award of public construction contracts shall be performed under the requirements of Title 61 O.S. Section 101 et seq. and/or Title 60 O.S. Section 176(h).
- 28) **TERMINATION FOR CONVENIENCE OF THE CONTRACTING ENTITY:** The performance of work and/or the delivery of ordered materials under this contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity. Any such termination shall be effected by delivery to the vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials is terminated, and the date upon which such termination becomes effective. After receipt of a notice of termination, the contractor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.

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A. Purpose

The City of Glenpool is soliciting proposals from qualified and experienced consultants to conduct a comprehensive review of its total compensation program, including employer-paid benefits. The purpose of this review is to develop a strategic plan to ensure that the City of Glenpool is externally competitive, internally equitable, and fiscally sound. This plan must be easily maintained in order to accommodate changes in the economic factors that impact pay structures, future changes in job duties and/or structure, and any emerging trends in total employee compensation.

B. Information or Clarification

Questions regarding any content contained in the RFP may be directed by email to Debbie Pengelly, Director of Human Resources, at dpengelly@cityofglenpool.com

C. Eligibility

To be eligible to respond to this RFP, the respondent Consultant must demonstrate the firm, or the principals assigned to the project, have successfully provided services, similar to those specified in the Scope of Work section of the RFP. Consultants must demonstrate in their proposal to the City the ability of their organization to complete all phases of the project.

D. General Requirements

Consultants interested in submitting a proposal shall submit one (1) original RFP signed in ink, four (4) hard copies of the RFP, and one (1) electronic media version (CD or USB Flash Drive) copy of the RFP in a sealed envelope bearing the caption "Compensation Study." Letters shall be signed by an authorized representative and must state the name of the individual(s) authorized to negotiate with the City and sign contracts on behalf of the consultant.

Sealed proposal shall be submitted and labeled as follows:

City of Glenpool/GUSA
Compensation Study
HR Director - 3rd Floor
12205 S. Yukon Avenue
Glenpool, OK 74033

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:00 am - 12:00 pm and 1:00 pm - 5:00 pm CST, Monday through Friday, excluding holidays observed by the City of Glenpool. Submitting firms are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the submitting firm.

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Any Consultant desiring to be considered for selection shall first contact the above City Representative (dpengelly@cityofglenpool.com) by email and provide contact information for any correspondence generated through the clarification process. Consultants failing to register their intent to submit a proposal may be at a disadvantage in that they may not receive any addendum or responses to submitted questions.

The City retains sole discretion to evaluate proposals and make an award to the Consultant the City deems to have the most responsive proposal. Receipt of proposals in response to its RFP does not obligate the City in any way to engage any Consultant and the City reserves the right to reject any or all proposals, wholly or in part, at any time, without penalty. The City shall retain the right to abandon the proposal process at any time prior to the actual execution of a contract with no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of the agreements entered into. The evaluation process shall include review of qualifications by the Compensation Committee and any other person(s) designated by the City Manager. The City reserves the right, where it may serve the best interest of the City, to request additional information and clarification from Consultants. At the discretion of the Compensation Committee and the City, Consultants submitting proposals may be requested to demonstrate their product as part of the evaluation process. All quotes, inquiries, responses, or correspondence related to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the consultant will become property of the City and a matter of public record. Any changes to this RFP by the City will be sent to each Consultant or individual to whom an RFP has been sent and/or who has registered with the City for this RFP. Such changes become an integral part of the RFP for incorporation into any contract awarded pursuant to the RFP. Upon final selection of the Consultant, the scope of service may be modified and refined during negotiations with the City.

E. Contract Requirements

It is recognized that the formal basis of any agreement between the City and the Consultant is a contract rather than a proposal. In submitting price quotes, Consultants must indicate that they are prepared to complete a contract containing all the information submitted in their price quote. The price quote will become part of the contract between the City and the successful Consultant.

F. Cost and Fee Arrangements

The consultant must provide a proposal with maximum cost for the project based on the project as described herein. To the extent desired, additional recommendations and services or options may be included as additions to the project on an optional basis. These optional items shall be priced separately from the Request for Proposal.

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G. Additional Submission Information

The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt. All costs incurred during proposal preparation or in any way associated with the Consultant's preparations, submission, presentation, or oral interview shall be the sole responsibility of the consultant. If awarded a contract, the Consultant shall maintain insurance coverage, including errors and omission and worker's compensation.

H. Confidential and Proprietary Data

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Oklahoma Public Records Act. Proposers should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

I. Qualifications

The Consultant is responsible for preparing an effective, clear, and concise proposal. In order to be considered for selection, vendors must submit a complete response to this Request for Proposal that includes the following mandatory information and/or requirements in the following formation. Failure to provide this information may be cause for the proposal to be rejected.

- Describe your organizational structure and explain how your organization qualifies to be responsive to the requires for this RFP.
- Describe your qualification and experience providing similar services as required in this RFP.
- Provide one (1) copy of a compensation study you have completed that is closely related to the work contemplated in this RFP.
- Provide a project staffing organizational chart listing proposed personnel assigned to this project and their assigned duties.
- Provide a list of at least three (3) clients for whom you have conducted a comprehensive compensation study within the last three (3) year's comparable to that described within this RFP.
- Provide on no more than one (1) printed page, your Firm's understanding of the requirements stated in this RFP.
- Provide a timeline for project completion.
 - Provide a project schedule identifying start and end dates - include milestones, submittal of deliverables, and each task required for the successful and timely completion of the project.
 - Indicate the earliest date you would be able to commence work on this project.

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- Indicate what, if any, guarantees your Firm can make to ensure the project will be completed on time, as proposed.
- Indicate in your proposal any portion of work that would be performed by a sub-contractor.
- A sealed proposed fee schedule of costs to perform all work and obligations described within this RFP. Include incidental and hourly fees/rates and all projected reimbursable cost for travel (telephone, reports, and direct man hour rates), professional services, supplies and other related costs.

J. Evaluation and Selection Process/Method

The various significant factors that will be considered in the evaluation of proposals are summarized below. The City's final selection will not be dictated on any single factor, including price. The relative importance of these factors involves judgment on the part of the City's Compensation Committee and will include both objective and subjective analysis. The evaluation criteria listed below are listed in random sequence and are not considered in any rank or order of importance.

- Demonstrated understanding of the service requested.
- Prior experience in performing similar projects.
- Qualification of the Consultant and assigned project staff.
- Overall project design and methodology/approach.
- Time line for project completion / proposed schedule.
- Fee / Cost
- Reference checks.

The City may conduct interviews with the most qualified respondents. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City after all factors have been evaluated. Upon completion of the evaluation process, the most qualified Consultant will be contacted to finalize the Scope of Work and related terms of an Agreement. The City shall enter into a Professional Services Agreement with the selected Consultant. The City of Glenpool reserves the right to reject any and all proposals should be deemed in its best interest to do so.

A Consultant may be eliminated from consideration for failure to comply with any of the requirements, depending upon the critical nature of such requirements. Late submissions will not be considered.

Proposals will be screened, and the top candidate(s) will be selected. The qualifications for the top candidates will be verified and references may be checked. In reviewing the proposal, the City will carefully weigh the Consultant's comprehension of the Scope of Services and the City's needs, qualifications and experience on relevant projects and the fee proposal/value to the City.

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It is the Consultant's sole responsibility to submit information related to the evaluation criteria. The City is under no obligation to solicit such information if the Consultant fails to include it within their proposal submittal. Failure to provide requested information may result in the rejection of the proposal.

Following review of all qualified proposals, selection of a suitable vendor, and preliminary contract negotiations, a recommendation will be made to the Mayor and City Council. Following Council approval, the City will complete contract negotiations

The City will endeavor to negotiate a contract with the successful consultant. However, this RFP does not commit the City to award a contract, pay any costs incurred in preparation or any travel to Glenpool, OK to present a proposal to this request, or to procure a contract for services.

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SCOPE OF SERVICES

1. Background

The City of Glenpool is a thriving community just south of Tulsa. US Highway 75 runs through Glenpool, carrying more than 40,000 vehicles daily through our city.

Key elements of the organizational profile include:

- The City of Glenpool is governed by a statutory council-manager form of government.
- 83 full-time, 3 part-time positions
- Two collective bargaining units; Police Department and Fire Department

Employer provided group benefits include health insurance, dental insurance, vision insurance, medical bridge insurance, \$200,000 Life & AD&D insurance, Paid Time Off (PTO), Extended Illness Accrual Bank (EIAB), 12 paid holidays, Police and Fire sick leave, Police and Fire vacation, and contributory retirement plans.

The City's retirement plans are as follows:

- A defined contribution (DC) plan retirement plan for all general employees, through the Oklahoma Municipal Retirement Fund (OKMRF).
 - City - 5% Employee - 2%
- Police and Fire Departments participate in their respective Oklahoma Pension and Retirement Systems
 - Police Pension: City - 13% Employee - 8%
 - Fire Pension: City - 14% Employee - 9%
- All employees are eligible to participate in the 457 Deferred Compensation Plan. No City contributions.

2. Scope of Work

This project shall include, but is not limited to:

- Conduct interviews, as necessary, with City Manager, Human Resources Director, department directors, and employees for the purpose of job analysis.
- Conduct a comprehensive total compensation survey using comparable survey agencies, using not only job titles, but duties and responsibilities.
- Conduct a total compensation analysis to provide the City with an accurate assessment of how its compensation plan compares with the selected labor market agencies. The total compensation analysis includes the employer cost of benefits including but not limited to: base salary, cash supplements, certification pay, cell phone allowance, standby pay, etc.
- Conduct analysis of employer paid insurance premium contributions for health, dental, vision insurance, life insurance and AD&D insurance.

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- Conduct an analysis of leave benefits including holidays, sick leave, administrative leave, vacation leave, PTO and EIAB leave.
- Complete an internal base salary relationship analysis, including the development of appropriate internal relationship and equity guidelines.
- Develop external competitive and internal equitable salary recommendations for each classification included within the study.
- Assign a salary range to each classification which reflects the results of the market survey and the analysis of the internal relationships.
- Present results of survey to department heads and relevant bargaining groups.
- Be able to discuss and defend all challenges to the survey.
- Assist in the development of a strategy for implementing the compensation recommendations and plan.
- Provide instructional information to allow City staff to conduct individual salary audits and adjustments consistent with the study methods until the next formal study is conducted.
- Present the final Compensation Report to the City Council.

3. Deliverables

Weekly Reports: Consultant is to provide weekly project status reports to the HR Director on the first work day of each week outlining the following information:

- The specific accomplishments achieved during the reporting period.
- Specific tasks completed pursuant to the provisions of the contract and the completion of such tasks.
- The project completion dates for the remaining specific tasks required by the Consultant.
- Any project component, activity, or problem that could result in a delay of the project.
- Any current or future changes in project personnel or their assignments.
- Delays caused by City personnel.

Benchmark Reports: Benchmarks of project completion are measured by the following deliverables:

- Completion of all necessary department and employee interviews.
- Results of data gathering phase.
- Draft of preliminary finding and recommendations.
- Final report of finding and recommendations.

4. Completion Time

The City desires completion of the study and delivery of the work product no later than September 30, 2017.



Staff Report

Date: April 17, 2017

To: Honorable Mayor and City Council

From: Debbie Pengelly, HR Director

Re: City of Glenpool Compensation Analysis and Study

Background

This request is to approve the proposed Health Insurance Renewal Contract with Community Care Health Insurance of Oklahoma. This renewal represents a 9% increase across the board.

One of the goals of the City is to provide employees with health benefit programs that meet their needs. These needs include quality care, an adequate choice of providers, and the ability to select from a variety of options and costs.

The renewal of the current health contract will continue the same level of employee coverage and the increase is within established budget parameters.

Staff Recommendation

Staff recommends:

- 1) Approval of employee health insurance with Community Care Health Insurance of Oklahoma

Attachment

- Market Analysis

City of Glenpool

Market Analysis

July 1, 2017 Renewal

<i>Medical Plan Carrier</i>	<i>Broker Comments</i>	<i>Estimated Monthly Premium</i>	<i>Percentage Change/Increase</i>
Aetna	Declined to Quote - Not competitive	NA	NA
BlueCross BlueShield	Not Competitive	\$43,817.67	24.89%
Community Care	Current Carrier	\$38,240.99	9%
United Healthcare/Allsavers	Not Competitive	\$49,054.37	39.82%



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LEA ANN REED
PUBLIC RELATIONS DIRECTOR

RE: NEW CITY WEBSITE

DATE: APRIL 12, 2017

BACKGROUND

The current city website is nearly 10 years old, consequently it is outdated and not mobile friendly. City staff has researched website companies and found one that specializes in government websites. Not only will the website present a modern appearance, it will be more user friendly for our staff, citizens and those looking for information about Glenpool. This new website would be proactive in communicating to citizens through CivicSend which can publish information on the website that can be sent via social media.

Security is becoming an issue with government websites and CivicPlus has the best protection in the business. Most citizens are visiting websites on their phone, this website will be mobile responsive so the site will resize and function on any device.

The agreement includes a complete redesign every 4 years at no additional cost so the website will stay up to date in the future.

The design and first year services will cost \$24,521 and the annual services including maintenance, support and hosting for the following year will be \$5,321. The website upgrade was accounted for in the FY 2016/2017 Annual Budget in the amount of \$40,000 and will be funded from line item 01-601-6235.

RECOMMENDATION

Staff recommends the city enter into agreement with CivicPlus in the amount of \$24,521 for the purpose of designing and hosting a new website.

ATTACHED

- CivicPlus Statement of Work
- CivicPlus Service & License Agreement

Exhibit A.1 - CivicPlus Statement of Work #1

All Quotes are in US Dollars and Valid for 30 Days from April 12, 2017

Project Development and Deployment	
<ul style="list-style-type: none"> • First Year Annual Services (Initial GCMS® upgrades, maintenance, support and hosting) • Server Storage not to exceed 20 GB • Services and Deliverables as described in Addendum 1 • Premium suite of modules, as described in Addendum 2 • All desired pages of content migrated from www.glenpoolonline.com and www.glenpoolconferencecenter.com • Ongoing recurring 48-month redesign, as described in Addendum 3 • 3 Years of Agendas & Minutes in PDF or DOC format migrated • 3 Days Web-based Implementation Training 	\$24,521
Project Enhancements	
<ul style="list-style-type: none"> • CivicSend • CivicMedia (including live streaming and 10 GB additional storage) • 1 Department Heard Package with Theme: Glenpool Conference Center 	Included
Total Fees Year 1	
	\$24,521
Annual Services (Continuing GCMS® Enhancements, Maintenance, Support and Hosting)	
<i>Billed 12 months from SOW signing; subject to annual 5% increase year 3 and beyond</i>	\$5,321
Total Annual Services	
	\$5,321

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work #1 (SOW #1) is hereby attached as Exhibit A.1, subject to the requirements of Section 7 of this SOW #1.
2. This SOW #1 shall remain in effect for an initial term of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The Total Fees Year 1 will be invoiced at the completion of the following phases as defined in Addendum 1 to this SOW #1:
 - a. Completion of Phase 2: Website Layout – one half of the Total Fees Year 1.
 - b. Completion of Phase 4: Customized Website Training – the remaining half of the Total Fees Year 1.
4. Renewal Term Annual Services shall be invoiced on the date of signature of relevant calendar years. Annual services, including but not limited to hosting, support and maintenance services, shall be provisioned in accordance with Addendum 4 to this SOW #1 and shall be subject to a 5% annual increase beginning in Year 3 of service.
5. After forty-eight (48) months of continuous service, Client is entitled to a no-cost redesign, details noted in Addendum 3. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
6. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
7. Subject to appropriation by the Glenpool City Council for any payment which is obligated in a fiscal year that commences during the term of this Agreement. As required by the Oklahoma Constitution and applicable Oklahoma statutes, the City may not obligate itself to appropriate existing or future taxes or other monies belonging to the City for the purpose of making any payments beyond the term of the fiscal year that is current when the appropriation is made. The City shall not be deemed in default of this Agreement for any failure to make any payments necessitated solely by failure or refusal of the City Council to appropriate funds for such payments beyond the then-current fiscal year. Should funding for the remaining term of the Agreement provided by this Exhibit A.1. not be appropriated during any fiscal year of the term of this Agreement, this Agreement shall terminate and no further obligations of the City shall survive such termination.



Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

Date

CivicPlus

Date

**Addendum 1 to Exhibit A.1 - Project Development Division of Work**

Kick-Off <u>Deliverable:</u> Project Timeline, training jump start information, online forms, kick-off meeting	
CivicPlus will: <ul style="list-style-type: none"> • assign a project manager to this project • conduct a Project Kick-off to review awarded contract • establish communication plan for the duration of the project effort • work with Client to identify all key internal and external project stakeholders • develop project timeline • provide access to CivicPlus University (online training manuals, videos and other resources) for the Client staff 	Client will: <ul style="list-style-type: none"> • complete the following prior to Phase 1: Website Optimization Form, Content Form, and DNS Worksheet • review and approve of project timeline within 5 business days • attend a kick-off meeting with key stakeholders or decision makers • if modifications are required after the review of the initial project timeline, Client has 10 business days to address the modifications and come to a consensus • approve the project timeline (limited to two reviews) prior to proceeding with the project • update the current primary live website content and delete any pages from the website that are no longer wanted or needed
Phase 1: Website Optimization <u>Deliverable:</u> Website Optimization Meeting	
CivicPlus will: <ul style="list-style-type: none"> • communicate status to Client, key stakeholders and personnel via emails or phone calls as needed • review the goals and expectations submitted on the forms Client completed to ensure Client needs are clearly understood • gather preliminary design data for use 	Client will provide: <ul style="list-style-type: none"> • statistics from the current website from the past 12 months (optional) • pictures to be used in the overall design of the new website • a list of all divisions and/or departments within the organization • a list of third-party and in-house developed applications presently being utilized on the current website • a site map or outline of the current website's navigational structure if possible • a list of any content on the current primary website that must remain as is (verbatim) because of legal requirements
Phase 2: Website Layout <u>Deliverable:</u> Website grayscale layout and mood board color pallet presentation	
CivicPlus will: <ul style="list-style-type: none"> • present one custom layout in grayscale form and one mood board color palette based on the goals determined in the previous phase. The presented layout will show the placement of the navigation, graphic button and feature areas. The mood board will reflect the color and imagery that will represent the tone of the design • begin development of the website design upon layout and mood board approval 	Client will: <ul style="list-style-type: none"> • approve one layout and the mood board • review marketing packet material and guidelines • Website Layout billing milestone complete



Phase 3: Website Reveal <u>Deliverable:</u> Website design and production website.	
CivicPlus will: <ul style="list-style-type: none"> • present a fully functional website on a production URL • migrate content pages to the production URL as described in Exhibit A.1 Statement of Work. • conduct a quality review of the website to ensure the functionality and usability standards are met • work with Client to prepare for training • migrate Agendas & Minutes in Microsoft Word.DOC or Adobe PDF format as described in Exhibit A.1 Statement of Work. 	Client will: <ul style="list-style-type: none"> • evaluate the website design and content and provide CivicPlus with feedback • collaborate with CivicPlus on proposed changes • revise the design according to the approved timeline • if revised design changes are requested after the design approval timeline date, the project's Go Live date will be adjusted out (training and billing milestones will remain as per approved timeline) • provide CivicPlus with all the necessary DNS items identified for the website
Phase 4: Implementation Training (See Exhibit A.1 Statement of Work for details) <u>Deliverable:</u> Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.	
CivicPlus will: <ul style="list-style-type: none"> • provided training to Client before the website goes live • train staff members based on internal daily tasks and workflow • train staff members on how to use the GCMS®, update content pages and modules 	Client will: <ul style="list-style-type: none"> • provide a location for training in Client with internet access • provide computers for staff to be trained on • Phase 4: Training billing milestone complete
Phase 5: Go Live <u>Deliverable:</u> Custom website launched to the public.	
CivicPlus will: <ul style="list-style-type: none"> <input type="checkbox"/> address system issues and bugs that Client finds <input type="checkbox"/> redirect the domain name to the newly developed website as per approved timeline 	Client will: <ul style="list-style-type: none"> • test and update the final site as per approved timeline • notify CivicPlus on any system issues or bugs found in the website



Addendum 2 to Exhibit A.1 – Modules & Functionalities

Project Development and Deployment Includes the Following:	
Modules	Functionality
<ul style="list-style-type: none">• Agenda Center• Alerts Center & Emergency Alert Notification• Archive Center• Bid Postings• Blog• Business/Resource Directory• Calendar• Citizen Request Tracker™ (5 users)• Community Connection• Community Voice™• Document Center• ePayment Center (NOTE: Requires additional fee as a third-party service)• Facilities & Reservations• Frequently Asked Questions• Forms Center• Job Postings• My Dashboard• News Flash• Notify Me® email and 500 SMS subscribers• Photo Gallery• Quick Links• Real Estate Locator• Spotlight• Staff Directory	<ul style="list-style-type: none">• Action Items Queue• Audit Trail / History Log• Automated PDF Converter• Automatic Content Archiving• Dynamic Breadcrumbs• Dynamic Sitemap• Expiring Items Library• Graphic Link Administration• Links Redirect• Menu Management• Mouse-over Menu Structure• Online Editor for Editing and Page Creation (WYSIWYG)• Online Web Statistics• Printer Friendly/Email Page• RSS• Site Layout Options• Site Search & Entry Log• Slideshow• Social Media Integration (Facebook, Twitter, Instagram)• User & Group Administration Rights• Web Page Upload Utility• Website Administrative Log



Addendum 3 to Exhibit A.1 - Redesign Details

CivicPlus Project Development Services & Scope of Services for CP Basic Redesign

- New design for all items originally contracted for (main site, department headers and subsites)
- Redevelop banner
- Redevelop navigation method (may choose top drop-down or other options)
- Design setup - wireframe
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Testing
- Review
- Content Migration – Includes retouching of all existing published pages to ensure proper formatting, and application of new site styles. Note: Content will **not** be rewritten, reformatted or pages broken up (shortened or re-sectioned)
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly
- Spelling and broken links will be checked and reported if unable to correct



Addendum 4 – Hosting, Support and Service Level Agreement

Hosting Details

Data Center	<ul style="list-style-type: none">• Highly Reliable Data Center• Managed Network Infrastructure• On-Site Power Backup & Generators• Multiple telecom/network providers• Fully redundant Network• Highly Secure Facility• 24/7/365 System Monitoring
Hosting	<ul style="list-style-type: none">• Automated GCMS® Software Updates• Server Management & Monitoring• Multi-tiered Software Architecture• Server software updates & security patches• Database server updates & security patches• Antivirus management & updates• Server-class hardware from nationally recognized provider• Redundant firewall solutions• High performance SAN with N+2 reliability
Bandwidth	<ul style="list-style-type: none">• Multiple network providers in place• Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)• 22 Gb/s burst bandwidth
Disaster Recovery	<ul style="list-style-type: none">• Emergency After-hours support, live agent (24/7)• On-line status monitor at data center• Event notification emails• Guaranteed recovery TIME objective (RTO) of 8 hours• Guaranteed recovery POINT objective (RPO) of 24 hours• Pre-emptive monitoring for disaster situations• Multiple data centers• Geographically diverse data centers
DDoS Mitigation	<ul style="list-style-type: none">• Defined DDoS Attack Process<ul style="list-style-type: none">• Identify attack source• Identify type of attack• Monitor attack for threshold engagement



Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within two hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, or other work-stoppage issues), though Client may incur support charges for non- emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

Included Services:	
Support	Maintenance of CivicPlus GCMS®
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel Usability Improvements Integration of System Enhancements Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Routine Follow-up Check-ins CivicPlus Connection	Install Service Patches for OS System Enhancements Fixes Improvements Integration Testing Development Usage License



CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.7%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the GCMS, was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- "Unavailable" and "Unavailability" mean:
 - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
 - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Monthly Uptime Percentage

Less than 99.7%

Service Credit Percentage

1% of one month's fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Level Agreement does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that results from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.



Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to ensure that in the event of a disaster that make the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- RecoveryPoint Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month in accordance with the schedule below.

Recovery Time Objective

8 Hours

Recovery Point Objective

24 Hours

Service Credit Percentage

10% of one month's fee

Service Credit Percentage

10% of one month's fee



Contact Information

Organization

URL

Street Address

Address 2

City

State

Postal
Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

ST

Postal
Code

Tax ID #

Sales Tax
Exempt #

Billing Terms

Account
Rep

Info Required on Invoice (PO or Job #)

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



Master Services Agreement

THIS Master Services Agreement ("Agreement") is agreed to by and between CivicPlus, Inc., d/b/a CivicPlus ("CivicPlus") and Glenpool, Oklahoma ("Client") (jointly, "Parties") and shall be effective as of the later date of signing indicated at the end of this Agreement ("Effective Date").

RECITALS

WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

WHEREAS, Client wishes to engage in a relationship with CivicPlus for such services and/or license for use of proprietary software developed and owned by CivicPlus;

WHEREAS, Client and CivicPlus have agreed to terms as set forth in this Agreement duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. The term of this Agreement shall be the later of 1 year from the Effective Date or the termination or expiration of any associated Statement of Work ("SOW"), subject to the requirements of Section 28.
2. Either Party may terminate this Agreement or any associated SOW at the end of the Agreement term by providing the other Party with 60 days' written notice prior to the contract renewal date, subject to.
3. Unless terminated by either Party pursuant to Section 2, this Agreement will renew another 1-year term, subject to the requirements of Section 28.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, any outstanding invoices for Project Development shall become due in full and any outstanding Annual Services shall be prorated from the beginning of the renewal term to the date of termination.

Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the Statement(s) of Work in consideration of the fees described in the same Statement(s) of Work. Multiple and successive Statement(s) of Work may be entered into hereto. Such Statement(s) of Work are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 24.

Invoicing & Payment Terms

6. Invoices shall be sent electronically in the manner described in the relevant Statement of Work. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
7. Payment shall be due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
8. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this Agreement assumes such perpetual permission.
9. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip.

Ownership & Content Responsibility

10. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information relevant to the work and deliverables of the given SOW).
11. Upon completion of any SOW Project Development, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.



12. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any project.

Intellectual Property & Ownership

13. Intellectual Property of the CivicPlus Government Content Management System (GCMS®) will remain the property of CivicPlus.
14. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet "links" to the GCMS® software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

15. To the extent permitted by the law of Client's state, Client and CivicPlus shall defend, indemnify and hold the other Party its partners, employees, and agents harmless from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of the Party seeking indemnification.

Liabilities

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
19. User logins are for designated Users and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service and shall promptly notify Agile Product Solutions of any unauthorized access or use of the Service and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
20. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of the Service.

Force Majeure

21. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

22. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Other Documents



Service & License Agreement for **Glenpool, OK**

23. The following are to be attached to and made part of this Contract:

- a. Exhibit A.1 - Statement(s) of Work; Addenda 1 – 4; Service & Maintenance terms; Service Level Agreement; and Disaster Recovery Feature Service Commitment.

24. In the case of any conflict between the terms of this Agreement and any incorporated documents, such conflicts shall be resolved with the incorporated documents taking the following order precedence:

- a. This Master Services Agreement
- b. Exhibit A.1 - Statement(s) of Work, including Addenda 1 – 4; Service & Maintenance terms; Service Level Agreement; and Disaster Recovery Feature Service Commitment in descending order of execution (for example, the most recent SOW will control over other in the event of a conflict in terms).

Interlocal Purchasing Consent

25. This Agreement and any attached SOWs may be extended to any public entity in the State of Oklahoma to purchase at SOW prices in accordance with the terms stated herein.

Miscellaneous Provisions

26. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

27. No amendment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.

28. Subject to appropriation by the Glenpool City Council for any payment which is obligated in a fiscal year that commences during the term of this Agreement. As required by the Oklahoma Constitution and applicable Oklahoma statutes, the City may not obligate itself to appropriate existing or future taxes or other monies belonging to the City for the purpose of making any payments beyond the term of the fiscal year that is current when the appropriation is made. The City shall not be deemed in default of this Agreement for any failure to make any payments necessitated solely by failure or refusal of the City Council to appropriate funds for such payments beyond the then-current fiscal year. Should funding for the remaining term of the Agreement provided by this Exhibit A.1. not be appropriated during any fiscal year of the term of this Agreement, this Agreement shall terminate and no further obligations of the City shall survive such termination.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client

Date

CivicPlus

Date

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

TO: HONORABLE MAYOR AND COUNCIL

FROM: RICK MALONE, CITY PLANNER

RE: STAFF RECOMMENDATION
FINAL PLAT: "SOUTH 75 BUSINESS PARK PHASE II"

DATE: April 17th, 2017

BACKGROUND:

Ricky Jones with Tanner Consulting LLC, representing South 75 Business Park LLC has submitted a Final plat for 30.99 acres located at the SE/corner of 166th street and US 75. The Preliminary Plat was approved by the Planning Commission on November 14th, 2016. TAC was held on 3/31/17 and a detailed review meeting with engineer on 4/3/17.

ZONING:

This property is currently zoned CG (Commercial General) by case GZ-246 approved by the Planning Commission on 4/27/15 and City Council on 5/4/15 by Ordinance #697. All rezoning is subject to platting prior to development. The lot size and density is consistent with the underlying zoning and surrounding area.

TAC MEETING: 3/31/17

- Hydrology Master Report OK.
- Drainage Basin Lift Station report OK.
- Overhead or buried electric lines, working out with OG&E.
- Additional detention pond required on full development.
- Two owners' names on plat if deed transferred prior to recording by metes and bounds.
- Earth Change permit application received.
- Site Plan permit application received.
- Fire Chief, Ok with plan regarding circulation & fire protection.
- AT&T: easements ok.
- ONG: Extend to site, no cost for infill development.
- LNA all along US 75 side except where current access is allowed.
- Street names issued: 166th Street.
- ODOT approval required decel/J-Turn required.
- Redlines given to project engineer at review meeting on 4/3/17.
- Three off-site easements to be filed of record. DONE.
- MAE by separate instrument for access road from 166th Street to 171st St.
- Planning: Per the Glenpool Subdivision Regulations South 75 Business Park Phase II meets the requirement for Final Plat.

STAFF RECOMMENDATION:

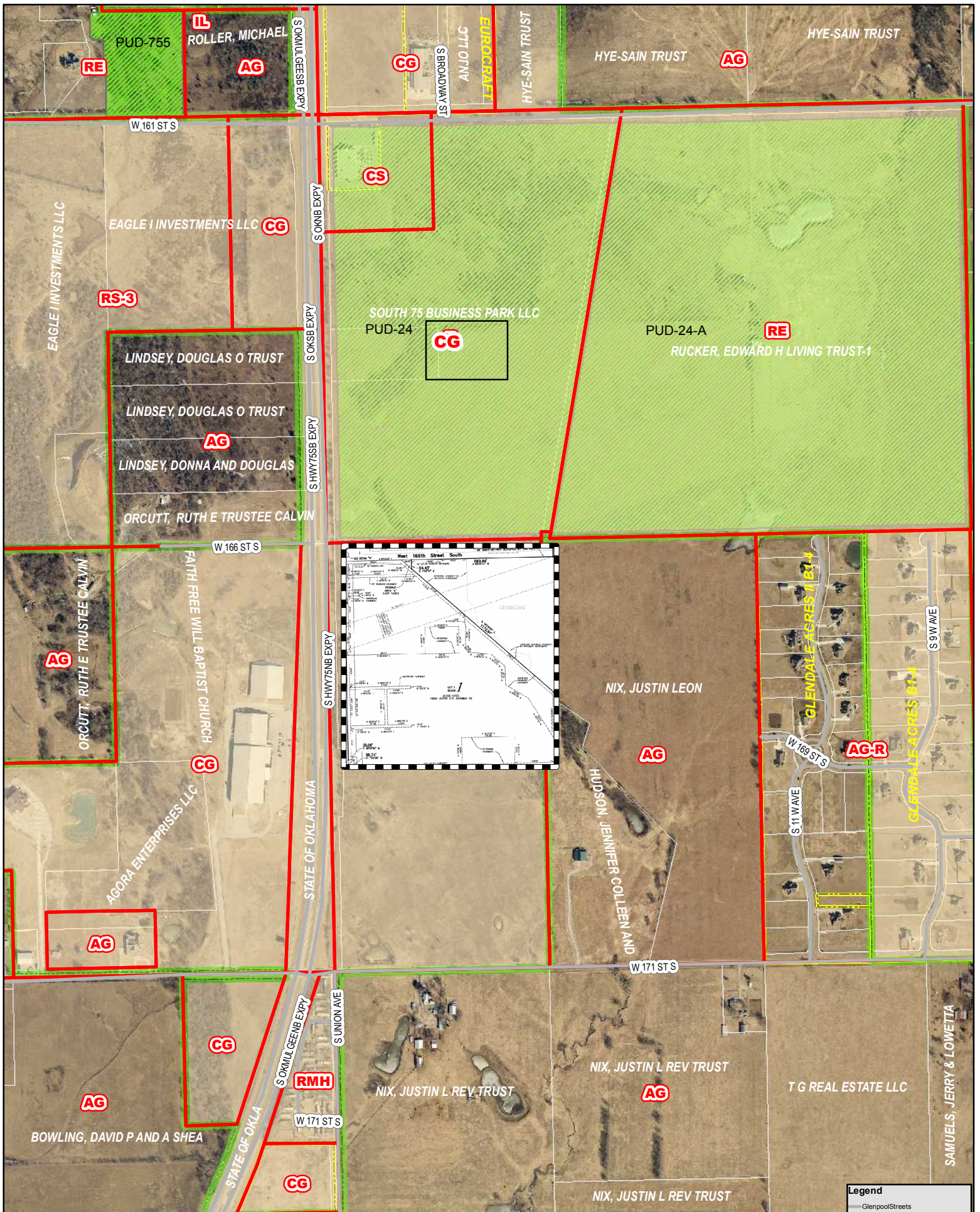
Staff recommends approval of the final plat of "SOUTH 75 BUSINESS PARK PHASE II" subject to the conditions of the Staff and TAC review.

PLANNING COMMISSION RECOMMENDATION:

After a presentation by Erik Enyart from Tanner Consulting and by staff, the Planning Commission voted 4-0 to recommends approval of the final plat of "**SOUTH 75 BUSINESS PARK PHASE II**" subject to the conditions of the Staff and TAC review.

ATTACHMENTS:

1. Case Map
2. Final Plat of "**SOUTH 75 BUSINESS PARK PHASE II**".



FINAL PLAT **SOUTH 75 BUSINESS PARK PHASE II**

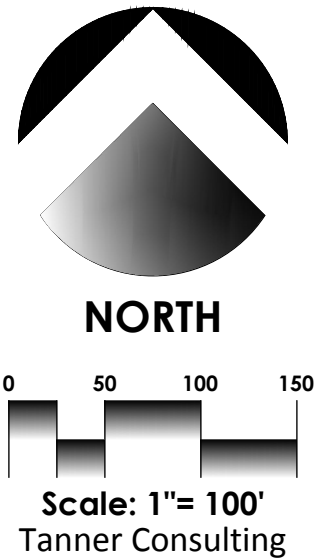
DRAFT FINAL PLAT

South 75 Business Park Phase II

PART OF THE SOUTHWEST QUARTER (SW/4) AND PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY SIX (26) TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA

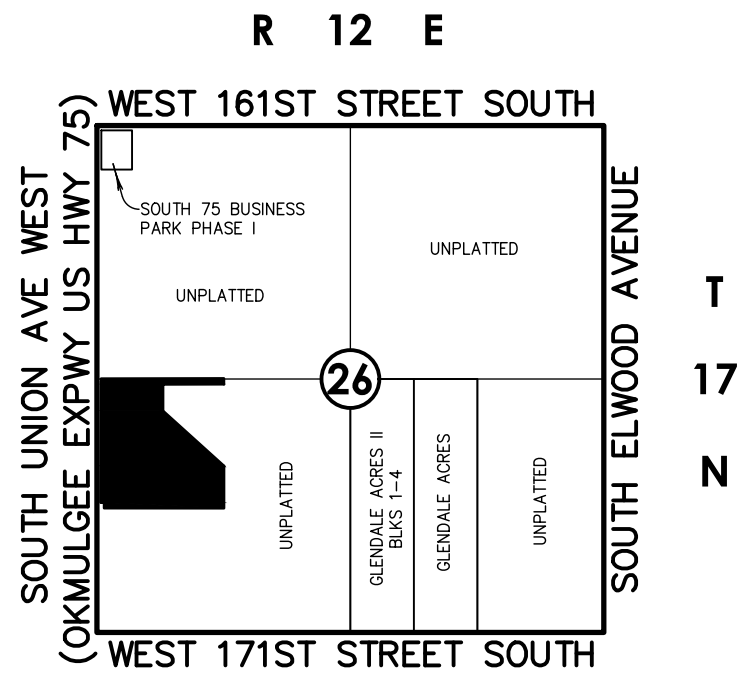
OWNER:
South 75 Business Park LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
CONTACT: REX ROBERTSON
Email: rex@forddevelopment.net
16400 Dallas Parkway, Suite 140
Dallas, Texas 75248-1389
Phone: (972) 858-1111

SURVEYOR/ENGINEER:
Tanner Consulting L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2017
Email: dan@tannerbaitshop.com
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918)745-9929



LEGEND

B/L	BUILDING LINE
BK PG	BOOK & PAGE
POB	POINT OF BEGINNING
CL	CENTERLINE
DOC	DOCUMENT
ESMT	EASEMENT
LNA	LIMITS OF NO ACCESS
U/E	UTILITY EASEMENT
●	FOUND MONUMENT
○	SET MONUMENT



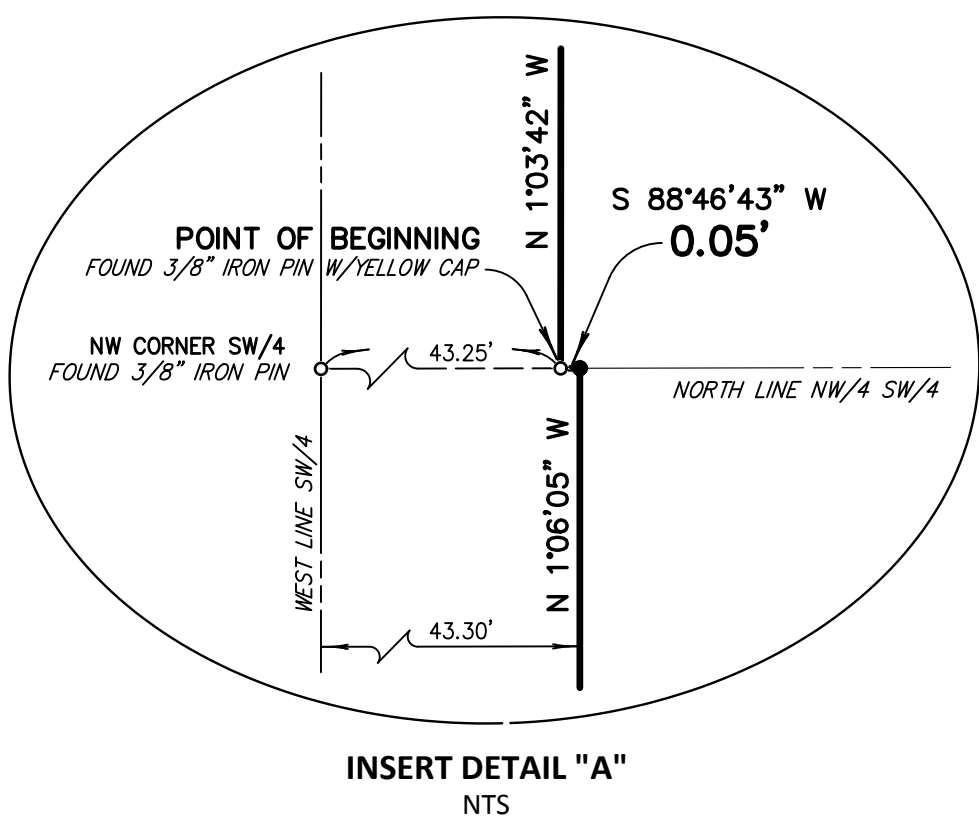
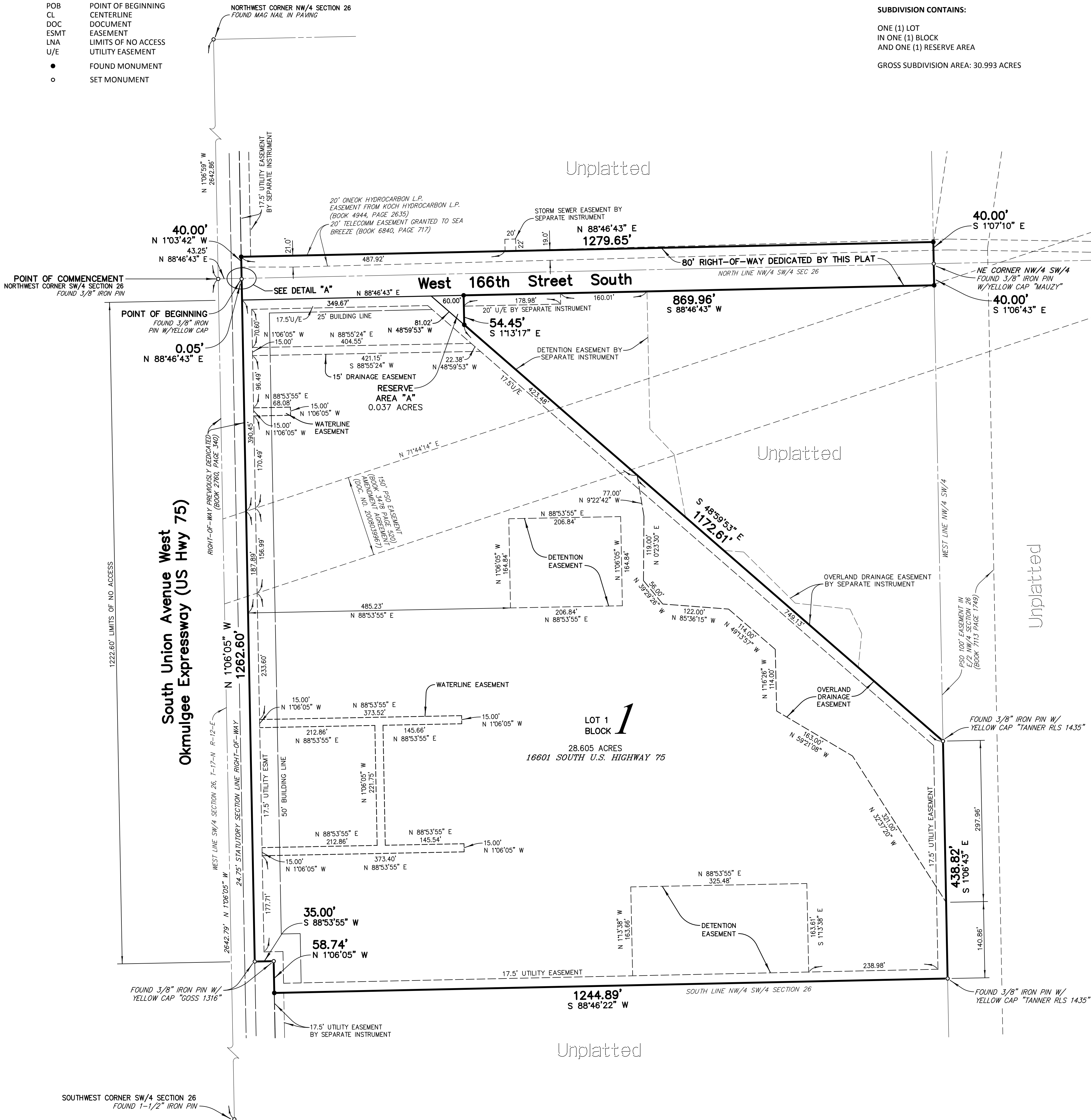
Location Map

Scale: 1"= 2000'

SUBDIVISION CONTAINS:

ONE (1) LOT
IN ONE (1) BLOCK
AND ONE (1) RESERVE AREA

GROSS SUBDIVISION AREA: 30.993 ACRES



Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNER MONUMENTS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83-1993); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
 - FOUND 3/8" IRON PIN AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 26;
 - FOUND 1-1/2" IRON PIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 26;THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°06'05" EAST.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY VIRTUE OF U.S. HIGHWAY 75 RIGHT-OF-WAY DEEDS RECORDED IN BOOK 2760, PAGE 340 AND BOOK 2787, PAGE 261, TULSA COUNTY CLERK'S OFFICE.

FINAL PLAT CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Glenpool Planning Commission
on _____

CHAIR, VICE-CHAIR OR SECRETARY

I hereby certify that this plat was approved by the Glenpool City Council
on _____

MAYOR-VICE MAYOR

This approval is void if the above signature is not endorsed by the City Manager.

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.



To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL
From: Julie Casteen, Finance Director
Date: April 12, 2017
Subject: Approval of Telecommunications Service and Equipment Lease with BTC Broadband

Background:

The phone system at the Police Department is failing and in need of replacement. While researching options to replace the equipment, staff also explored alternatives to the City's existing telecommunications service.

The current phone and internet service is split between AT&T and Cox. Proposals to standardize most services with one carrier were accepted from Cox and BTC Broadband.

The most favorable agreement is with BTC Broadband. Internet service will be greatly enhanced (100 MB per second download vs current 10MB per second download). In addition, the two existing phone servers (one each at City Hall and the Public Safety Building) will be eliminated, with BTC hosting the phone system remotely. The entire City will have the same phone system and will be connected directly by extension. Further, voicemail will be available for all locations.

The current combined monthly service cost is \$4,262. In addition, the City currently pays another service provider \$2,300 annually for phone system maintenance. The proposed service from BTC is quoted at \$2,406 monthly. The phone equipment lease for the Public Safety Building is quoted at \$999.34 per month for three years. However, service for the E911 and other sensitive lines will remain with AT&T at a total monthly cost of \$339. Thus, estimated annual savings compared to our current array of providers is approximately \$8,500 per year for the first three years:

Annual Costs	Existing Service	Proposed Service	Change
AT&T	\$ 16,752	\$ 4,064	\$(12,688)
Cox	34,392	-	(34,392)
Phone Maintenance	2,300	-	(2,300)
BTC Phone Service	-	28,872	28,872
BTC equipment lease	-	12,000	12,000
Total	\$ 53,444	\$ 44,936	\$ (8,508)

Beginning with the fourth year of service when the equipment lease is paid off, the savings will increase by approximately \$12,000 per year to \$20,508.

Staff Recommendation

Staff recommends the following Council action:

- Motion to approve a three-year Business Services Agreement with BTC Broadband for telecommunications service at a cost of approximately \$2,406 per month before fees and tariffs.
- Motion to approve a three-year equipment lease with BTC Broadband for a Mitel phone system and related call recording system at a cost of \$999.34 per month and \$2,880 in set-up fees.

Attachments

1. Service agreement
2. Equipment lease agreement



Business Services Agreement

BTC Account Representative: Scott Boultinghouse

Phone Number: 918.366.0227

Fax Number: 918.364.3022

11134 S Memorial, Bixby, OK 74008

Customer Information

Legal Company Name:	City of Glenpool
Street Address:	12205 S Yukon Ave
City/State/Zip:	Glenpool, OK 74033
Billing Address:	12205 S Yukon Ave
City/State/Zip:	Glenpool, OK 74033
Federal Tax ID:	

Authorized Customer Contact Information

Name:	Roger Kolman
Telephone:	(918) 209-4645
Fax:	(918) 209-4641
Email Address	rkolman@cityofglenpool.com
BTC Acct. No.:	

BTC Services

Qty	Product	Description	Term (Months)	Price	One Time Charges	Total Monthly Recurring
1	PRI	PRI / SIP Trunks (23 Channels)	36	\$500.00	\$0.00	\$500.00
6		Block of 20 DID's	36	\$6.00	\$0.00	\$36.00
3	F01P1	Business Line	36	\$38.00	\$0.00	\$114.00
5	F0101	Additional Business Line	36	\$29.00	\$0.00	\$145.00
1	LD	Block of 1,000 Outbound LD Minutes (\$0.04/minute beyond block)	36	\$40.00	\$0.00	\$40.00
2		WAN - Fiber Optic 30 MB Ethernet	36	\$596.00	\$0.00	\$1,192.00
1		WAN - Fiber Optic 5 MB Ethernet	36	\$225.00	\$0.00	\$225.00
1		Fiber Optic Internet - 100/20 MB	36	\$129.00	\$0.00	\$129.00
5		Static IP Addresses	36	\$5.00	\$0.00	\$25.00
Total:					\$0.00	\$2,406.00

The undersigned represents that he/she is the Customer or is the Authorized Customer Representative identified above and is authorized to sign this Agreement on behalf of the Customer for the service in this Agreement and that the customer information is true and correct. This Agreement binds Customer to the Rates, Terms, and Conditions of Service applicable to each of the service selected above. The services will be provided by BTC or one of its affiliated companies and are governed by BTC Tariffs and Acceptable Use Agreements and may not be resold without the express written consent of BTC. The term of the agreement will begin upon installation of services which will be coordinated to upon the signing of this document. This agreement shall constitute an Individual Case Basis Tariff and may not be available to all customers.

Non-Appropriation. Notwithstanding any provision in this Agreement with respect to [an extended term of this Agreement beyond the current fiscal year] or [automatic renewal upon expiration of a one-year original term] or [rental payments under a lease agreement with a term beyond the current fiscal year], the parties acknowledge that the Oklahoma Constitution and applicable Oklahoma statutes provide that the City may not obligate itself to appropriate or otherwise allocate any existing or future tax or other monies belonging to the City for the purpose of making payments in any future fiscal year beyond the fiscal year that is current when any appropriation related to this Agreement becomes effective. The parties further acknowledge that the City has represented its willingness to, and has expressed a good faith, reasonable expectation that it will, take all such actions as may reasonably be necessary to fund and facilitate the City's performance under this Agreement with respect to any obligations that extend beyond expiration of the fiscal year that is current when any appropriation related to this Agreement becomes effective; provided that, the City shall not be deemed in default of this Agreement for any failure to perform any monetary obligation necessitated solely by failure or refusal of the City Council to appropriate funds for performance beyond expiration of the fiscal year that is current when any appropriation related to this Agreement becomes effective;. Should the funding of such extended term provided by this Agreement not be budgeted, appropriated or otherwise approved by the City Council for any fiscal year of the term of this Agreement beyond the fiscal year current when any appropriation related to this Agreement becomes effective, the Agreement shall terminate and no payment obligations of the City shall survive such termination.

Customer Authorized Signature:	BTC Authorized Signature:
Printed Name:	BTC Name:
Title:	Title:
Date:	Date:



Business Quote
valid for 30 days

BTC Sales Rep: Scott Boultinghouse
Email: sboultinghouse@olp.net
Phone number: 918.366.0277
Fax number: 918.364.3022

Company Name: City of Glenpool
Street Address: PO Box 70
City/State/Zip: Glenpool, OK 74033

QTY:	Item #	Description	Price	Non-Recurring	Monthly Recurring
1	HM3300	Mitel 3300ICP Virtual System Lease			\$623.27
1		MiVoice Business Virtual for Enterprise			
40		MCD Enterprise User License			
40		MCD Mailbox License			
1		MCD 10 SIP Trunks Licenses			
1		Live Content Suite (5320, 30, 40 & 60)			
3		5330e IP Phone Dark Grey			
30		5320e IP Phone Dark Grey Backlit			
1		Standard Software Assurance MCD Virtual Base			
40		Standard Software Assurance MCD User			
1	HM5200	Mitel Virtual Call Recording & MBG for SRC			\$ 188.78
1		MiVoice Call Recording Base Pack x10			
1		MiVoice Quality Mgt Concurrent User License			
1		MiVoice Border Gateway Virtual			
5		Std S/W Assur CallRecording Base			
1		Call Recording Rmt Installation Service			
1		Call Recording Implement Additional Hours			
2		Dell X1026P Smart Web Managed Switch 48X 1GBE POE			\$ 17.29
16	HMPRG	Phone system programming per hour	\$120.00	\$1,920.00	
8	HMINs	Phone system installation per hour	\$120.00	\$960.00	
1	HM017	MiVoice Business Virtual Hosting Fee			\$70.00
1	HM018	Mitel Border Gateway Hosting Fee			\$30.00
1	HM019	MiVoice Call Recording Server Hosting Fee			\$70.00
	Terms	36 Month Lease			
*Does not include applicable taxes and surcharges as required.			Total:	\$2,880.00	\$999.34

Non-Appropriation. Notwithstanding any provision in this Agreement with respect to [an extended term of this Agreement beyond the current fiscal year] or [automatic renewal upon expiration of a one-year original term] or [rental payments under a lease agreement with a term beyond the current fiscal year], the parties acknowledge that the Oklahoma Constitution and applicable Oklahoma statutes provide that the City may not obligate itself to appropriate or otherwise allocate any existing or future tax or other monies belonging to the City for the purpose of making payments in any future fiscal year beyond the fiscal year that is current when any appropriation related to this Agreement becomes effective. The parties further acknowledge that the City has represented its willingness to, and has expressed a good faith, reasonable expectation that it will, take all such actions as may reasonably be necessary to fund and facilitate the City's performance under this Agreement with respect to any obligations that extend beyond expiration of the fiscal year that is current when any appropriation related to this Agreement becomes effective; provided that, the City shall not be deemed in default of this Agreement for any failure to perform any monetary obligation necessitated solely by failure or refusal of the City Council to appropriate funds for performance beyond expiration of the fiscal year that is current when any appropriation related to this Agreement becomes effective;. Should the funding of such extended term provided by this Agreement not be budgeted, appropriated or otherwise approved by the City Council for any fiscal year of the term of this Agreement beyond the fiscal year current when any appropriation related to this Agreement becomes effective, the Agreement shall terminate and no payment obligations of the City shall survive such termination.

The undersigned represents that he/she is the Customer or is the Authorized Customer Representative identified above and is authorized to sign this Agreement on behalf of the Customer for the service in this Agreement and that the customer information is true and correct. This Agreement binds Customer to the Rates, Terms, and Conditions of Service applicable to each of the service selected above. The services will be provided by BTC or one of its affiliated companies and are governed by BTC Tariffs and Acceptable Use Agreements and may not be resold without the express written consent of BTC. The term of the agreement will begin upon installation of services or the signing of this document, whichever occurs later. This agreement may constitute an Individual Case Basis Tariff and may not be available to all customers.

Customer Authorized Signature	
Printed Name	Title
Signature	Date