

**NOTICE  
GLENPOOL CITY COUNCIL  
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on Monday, August 21, 2017 at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3<sup>rd</sup> Floor, Glenpool, Oklahoma.

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

**AGENDA**

- A) Call to Order - Timothy Lee Fox, Mayor**
- B) Roll call, declaration of quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor**
- C) Invocation – Father Sam Gordin, Anglican Church of the Resurrection**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) APWA Award Presentation – Brandon Huxford, P.E., APWA Chapter Secretary/ Awards Chairman; Paul D’Andrea, APWA Chapter Past-President**
- F) Community Development Report – Lynn Burrow, Community Development Director**
- G) Treasurer Report – Susan White, Interim City Manager**
- H) City Manager Report – Susan White, Interim City Manager**
- I) Mayor Report – Timothy Lee Fox, Mayor**
- J) Council Comments**
- K) Public Comments**
- L) Scheduled Business**
  - 1) Discussion and possible action to approve minutes from August 7, 2017 meeting.**
  - 2) Discussion and possible action to approve and authorize the Mayor to execute Lease Agreement of the City of Glenpool with Benjamin Smart, Managing Member of Bounce Smart OK, LLC d/b/a Bahama Ben’s, to lease Black Gold Park Concession Stand under the terms and conditions set forth therein and for the term stated therein.  
(Lynn Burrow, Community Development Director)**
  - 3) Discussion and possible action to approve Change Order Request No. 2, from J.E. Dirt Wurx in an amount not to exceed \$4,250.00, on South County Soccer Complex Project.  
(Lynn Burrow, Community Development Director)**

- 4) Discussion and possible action to enter into Executive Session to discuss the employment and hiring of a City Manager, including specific candidates for the position of City Manager and terms of employment for City Manager position, pursuant to Title 25, Section 307(B)(1) of the Oklahoma Statutes (Open Meeting Act).  
(Timothy Lee Fox, Mayor)
- 5) Discussion and possible action to reconvene in Regular Session.  
(Timothy Lee Fox, Mayor)
- 6) Discussion and possible action to authorize the Mayor and Vice Mayor to enter into contract negotiations with potential City Manager candidate(s), tabled from August 7, 2017 meeting.  
(Timothy Lee Fox, 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



OKLAHOMA CHAPTER



PROGRESS in the  
**Heartland**

2017 APWA Awards

Public Works Project of the Year Award Nomination:

# City of Glenpool Water Model & Tower

Nominated By:  
Cowan Group Engineering

## Project Background

Worldwide, a dependable supply of treated water is necessary for the social, economic and public health and safety for every community that owns and operates a water supply system. Today, municipalities throughout the United States are struggling to find sufficient raw water sources, to operate effective water treatment technologies, to provide sufficient amounts of treated water in a timely manner to their customers, to produce good water quality in compliance with regulations, and to maintain adequate volumes of stored water in the system.



The City of Glenpool (City) is a thriving community located in Northeast Oklahoma that is experiencing rapid growth. In 2015, Saint Francis Health System announced the construction of a \$23-million dollar, 49,000 square-foot health care complex, which began construction in January 2017 with expected completion in 2018. As the community continued expanding, the need for a sustainable water supply system that consists of several components and elements including: an effective distribution system, a sufficient water storage system, and a maintainable water quality program, were increasing. In February 2015, the City, through its public trust, the Glenpool Utility Services Authority (GUSA), collectively referred to as the Owner, entered into an agreement with Cowan Group Engineering (CGE), LLC to develop a comprehensive city-wide water distribution system hydraulic model, update detailed water system maps, and provide recommendations for water system capital improvements associated with a planning period through year 2035.

## Project Approach

In order to investigate and examine the community's water system and evaluate future alternatives, CGE utilized a three (3) tiered approach as supported by the Innovzye InfoWater MSX hydraulic software package. InfoWater MSX is a fully Geographic Information System (GIS) integrated water distribution modeling and management software. The first tier of the approach involved an evaluation of the primary water system infrastructure including master meters, storage facilities, booster pump stations and water distribution lines that are 6-inches in diameter or larger. CGE was able to use the electronic files generated in the earlier water model development effort as a baseline and starting point for the InfoWater modeling effort. Record drawing information, water atlas records, and field data were collected and examined in order to calibrate and verify

the validity of the baseline hydraulic model. New distribution lines that had been installed after the completion of the original modeling effort in 2008 were incorporated in the revised baseline model.

Through the development of the hydraulic model, the Owner committed to improving the overall performance, efficiency, effectiveness and capabilities of its water supply system. In order to accomplish these goals, CGE had to first gain a better understanding of the operations and conditions of the existing water system. Second, the development of an effective hydraulic model was essential and crucial in order to provide an evaluation of the existing water system with respect to critical elements of the water supply system, such as: the distribution system connectivity and potential restrictions, the water system pressures and available fire flows, and the sufficiency of the water system's storage facilities.

### Project Existing Conditions

In 2015, the community's water infrastructure system included: two (2) master meter connections to the Tulsa Metropolitan Utility Authority (TMUA) in which Glenpool purchased all of its drinking water; two (2) booster pump stations that were presently off-line; one (1) water standpipe with a capacity of approximately one (1) million gallons; just over 400,000 linear feet (approximately 77 miles) of a distribution piping network; and around 4,000 meters in which it served its residential, commercial and industrial customers.

## Water Sources

Glenpool is solely a purchased water system, in which it purchased and received all of the community's drinking water from the Tulsa Metropolitan Utility Authority (TMUA), a public trust of the City of Tulsa. TMUA has two (2) independent sources of raw water, which it treats at two (2) conventional water treatment facilities. One source of raw water is Spavinaw Lake located approximately 50 miles northeast of Tulsa near Salina, Oklahoma. The second source of raw water is Oologah Lake located north of Tulsa near Claremore, Oklahoma. Raw water from Spavinaw Lake flows by gravity to the Mohawk Water Treatment Facility located in north central Tulsa. Likewise, raw water from Oologah Lake flows to A. B. Jewel Water Treatment facility located in northeast Tulsa near Broken Arrow, Oklahoma. The raw water from these sources are treated at the City of Tulsa's treatment facilities and then pumped to the master water meter connections for the community of Glenpool. Prior to transmission of the treated water to the City of Tulsa's distribution system, the treated water is disinfected by a process

of Chloramination in order to maintain a proper and adequate disinfectant residual in the treated water throughout the system. Ultimately, Glenpool receives treated water through two (2) permanent service connections.

## Distribution

Glenpool originally purchased much of their distribution system, which is located in the older portions of the community, from Creek County Rural Water District No. 2 in November of 1973. The City and its distribution system is uniquely located along U.S. 75, a major transportation corridor within the state. The most central part and majority of the distribution system stretches from State Highway 117 (S.H. 117) to State Highway 67 (S.H. 67). However, there was a portion of the system that extended a significant distance south along the U.S. 75 corridor to West 191<sup>st</sup> Street South. Overall, the distribution system for the community was in fairly good condition with a few specific locations of low water pressure and insufficient or inadequate fire suppression capabilities. The water distribution system consisted of over 400,000 linear feet of water mains that range in size from 2-inch diameter pipe to 12-inch diameter pipe. As stated, the majority of the piping network was centralized east of U.S. 75 and north of S.H. 67 in a six (6) square mile area. Recent growth immediately west of U.S. 75 and south S.H. 117 had extended and intensified the community's distribution system in an area that largely equated to a one-half square mile. Without questions, the system lacked connectivity between its central network and its extremities.

## Pumping

The community had two (2) water booster pump stations located at different points within the water supply system. Although no records exist on the construction of the older station, it appears to have been installed in the late 1980s or early 1990s. It is located immediately west of United States Highway 75 (U.S. 75) near West 131<sup>st</sup> Street South. This pump station had the ability to draw water from the west side of the highway, which is largely fed from the master meter located at Union Avenue, and feed the standpipe located east of the highway. The second booster pump station was located along West 151<sup>st</sup> Street South east of U.S. 75 and was constructed in 2007. Neither station was operating or being used by the City at the time CGE started the design and modeling work.

## Storage

Glenpool had only one (1) water storage facility located within its water supply system. According to records, this facility was constructed around 1981 or 1982 and paid with a Farmers Home Loan. The water storage facility was a one (1) million gallon standpipe located near the southwest corner of the West 141<sup>st</sup> Street South and Peoria intersection. Although the standpipe had an overflow elevation of 901 feet above mean sea level (msl), evidence suggested that it rarely contained water above an elevation of about 872 feet above msl. As Glenpool's growth continues, administration will be faced with incorporating and implementing additional water storage facilities located in a strategic manner to provide more effective and more efficient fire suppression capabilities including greater fire flows, increased water storage volumes and improved water pressure at critical locations within the system.

### Proposed Solutions

One of the biggest challenges facing community leaders was how to effectively continue taking treated water from TMUA while increasing and improving the overall water supply system's capability to provide more water to meet an increasing demand, as well as improve its ability to provide greater fire suppression needs within the service area. The GUSA water supply system is completely controlled by the TMUA water supply system. This truly has been the case since Glenpool began purchasing water directly from TMUA. The evidence suggests that TMUA provided water to Glenpool at a pressure not capable of filling the community's standpipe. The inability to fill the standpipe reduced the overall water supply system's static pressure on the order of 10 psi or more. It also significantly reduced the available stored water to offset peak demand and provide sufficient fire flows.

In order to address the above concerns, the CGE team recommended that the water supply system effectively be separated into a high pressure plane and a low pressure plane system. In addition, the CGE team recommended that a new 0.5 million gallon (MG) elevated water storage (EST) facility as a minimum and located approximately one-quarter (1/4) mile east of U.S. 75 and one-half (1/2) mile south of S.H. 67 be constructed. The new EST hydraulic grade line was set at elevation 901 feet to set the new high pressure plane south of S.H. 67. As a part of the capital improvement plan, the existing 151<sup>st</sup> Street Booster Pump Station was re-plumbed along with a new force main to serve as a direct fill line to the new storage facility **The solution scenario promised to effectively increase water pressure to the southern portion of the water distribution system while increasing fire suppression capabilities.**



### New Water Storage Tower

CGE agreed to provide professional engineering services to construct additional water storage facilities on municipality-owned property near the intersection of U.S. 75 and S.H. 67. The new facility provided a benefit to the community and to the City's water customers, in particular those located in the southern portion of the community. The benefits included increased, or at least stabilized water pressure fluctuations, and increased fire suppression capabilities for residential, commercial and industrial uses.



The Owner desired to compare the capital, operating and maintenance costs to construct, operate and maintain an elevated steel water storage tank versus a standpipe. After considering the use and performance of their system, future developments in the area, and how the elevated tank provided better water than the standpipe, the Owner determined which type of facility to construct. After a complete evaluation by CGE, the new storage facility was a 0.5 MG elevated steel water storage tank.

The scope of work included the following improvements: 1) booster modifications 2) new 12-inch distribution/transmission main approximately 2,500 linear feet in length; 3) new tank 16-inch effluent/system feed line coming out of the tank to tie in to the existing distribution system; and 4) a new generator and power supply instrumentation adequately sized to address emergency back-up concerns to power pumps and fill tank if electricity were to go out.

### Construction and Safety

The Owner began advertisement in October 2015, and received bids on November 20, 2015. After careful evaluation, CGE recommended a contractor to the Owner in December 2015. The Owner selected Goins Enterprises located in Joplin, MO. After approval from the Owner, the notice to proceed was issued on February 3, 2016 and substantial completion was October 5<sup>th</sup>, 2016. The project was completed 30 days ahead of the allotted or agreed upon contract time of 270 days. The change orders were less than 1% of the original contract sum.



The project was profitable to all involved. It was completed on time and on budget, and all piping was completed well ahead of schedule. However, the time given for the construction schedule was compressed due to a unique 3 phase design. Each phase was addressed separately. Pump stations and tie ins, piping, and elevated water tower were divided so that they could all progress independently of one another as work proceeded simultaneously. This allowed the overall length of the project to be shortened.

There were no lost time injuries during the length of the entire job. Goins' safety program is in place for all projects in which they work on, and weekly safety meetings were conducted to reinforce any issues and concerns that may apply (i.e. cold weather safety, personal protective equipment, hot weather safety: hydration, etc.) Also, all Goins employees have OSHA training. Their foremen and operators are certified in Excavation and Trench Safety and Confined Space Entry.

Goins' strives to keep work areas as clean as possible so not to disturb the environment any more than necessary. All neighboring houses and businesses of this project were given a 24-hour phone number in which they could call for any concerns during the length of the project. For example, once the lights were turned on for the tower, one neighbor reported being annoyed at the brightness of it shining through their windows at night, and Goins' was able to make adjustments to prevent further disturbance.









# PUBLIC WORKS PROJECT OF THE YEAR AWARD NOMINATION FORM

**Deadline** March 1, 2017  
(electronic submittals only)

## Project Name

## Project Completion Date

*Must be substantially completed (90%) and available for public use as of December 31, 2016.*

## Public Agency

## Project Category

- ☐ Structures
- ☐ Transportation
- ☐ Environment
- ☐ Historical Restoration/Preservation
- ☐ Disaster or Emergency Construction/Repair

## Project Division

- ☐ Less than \$5 Million
- ☐ \$5 Million, but less than \$25 Million
- ☐ \$25 Million–\$75 Million
- ☐ More than \$75 Million

## Managing Agency

## Primary Contractor

Name

Title

Agency/Organization

Address (if post office box, include street address)

City

State/Province

Zip-Postal Code

Phone

E-mail

## Primary Consultant

Name

Title

Agency/Organization

Address (if post office box, include street address)

City

State/Province

Zip/Postal Code

Phone

E-mail

**Continued...**

Name

Title

Agency/Organization

Address (if post office box, include street address)

City

State/Province

Zip/Postal Code

Phone

E-mail

# PUBLIC WORKS PROJECT OF THE YEAR AWARD SUPPORTING DATA FORM

**Please address each of the following areas in your nomination, adhering to the sequence below when possible.**

- Completion date contained in contract. Any time extensions granted should be addressed in the submittal.
- Construction schedule, management, and control techniques used. Use of alternative materials, practices of funding that demonstrates a commitment to sustainability.
- Safety performance including number of lost-time injuries per 1,000 man-hours worked and overall safety program employed during the construction phase.
- Environmental considerations including special steps taken to preserve and protect the environment, endangered species, etc., during the construction phase.
- Community relations—a summary of the efforts by the agency, consultant and contractor to protect public lives and property, minimize public inconvenience and improve relations.
- Unusual accomplishments under adverse conditions, including but not limited to, adverse weather, soil or site conditions, or other occurrences over which there was no control.
- Additional considerations you would like to bring to the attention of the project review panel, such as innovations in technology and/or management applications during the project.

**NOTE:** Supporting documentation is **limited to 20 pages**, exclusive of photographs and nomination form. Photographs will be used for promotional purposes by the association. Submittal should include nomination form and supporting documentation form, and photographs. No letters of recommendation please. Simultaneous nomination of the same project in both Public Works Project of the Year and SC/RC Project of the Year or in two categories is not permitted.

Nominations not chosen in a specific year for the Public Works Project of the Year—Small Cities/Rural Communities Award cannot be resubmitted in a subsequent year in the other category.

**Nominated by:** *(Can only be nominated by managing public agency or APWA chapters.)* Projects that involve or reside within two or more chapters locations can be co-nominated. Each chapter will receive credit to submit a PACE nomination. All chapters must be identified on the nomination form and before the nominations are judged.

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Name

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Title

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Agency/Organization

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Address (if post office box, include street address)

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City

State/Province

Zip/Postal Code

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Phone

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E-mail

## Chapter Award Nomination Form

Please type this information exactly as requested. It will be cut and pasted into a database.

Award Category Submitted:	<b>Public Works Project of the Year</b>
Nominee: (as printed on plaque)	<b>City of Glenpool / Glenpool Utility Services Authority</b>
Title of Project: (if applicable)	<b>Glenpool Water Model &amp; Tower</b>
150 word summary of award application highlights: (this will be used for the press release)	The City of Glenpool located just southwest of the Tulsa metro is a thriving and growing community. Many families and businesses continue to relocate to this community and recently the City completed a comprehensive drinking water master plan that included key infrastructure improvement projects. The City inherited the water distribution infrastructure from rural water and its primary source of water is from Tulsa at two connection points north of the City. Due to the City's growth to the south and along US 75, the need became very obvious to the Glenpool leaders to expand its water infrastructure. Upon completing the water master plan, the City separated its water system into two pressure planes, constructed a new water tower along US 75 and made key water improvements to provide sufficient water pressures along with safe and reliable fire protection within the City.
Award Contact Name: (this must be the awardee) Salutation (Mr., Mrs., Ms.)	<b>Mr. Lynn Burrow</b>
First Name	<b>Lynn</b>
Last Name	<b>Burrow</b>
Job Title	<b>Director of Community Development / City Engineer</b>
Company/Agency	<b>City of Glenpool</b>
Address1	<b>12205 S. Yukon Ave</b>
Address 2	
City	<b>Glenpool</b>
Postal Code	<b>74033</b>
Contact email:	<a href="mailto:lburrow@cityofglenpool.com">lburrow@cityofglenpool.com</a>
Contact Phone	<b>918-322-5409</b>
Secondary Contact: (for courtesy notification of award only – all official contact will be with the awardee) Name Agency/Company Address City, State Zip	<b>Jeff Cowan Cowan Group Engineering 7100 N. Classen, Suite 500 Oklahoma City, OK 73116</b>
Secondary Contact email:	<a href="mailto:jeff@cowangroup.co">jeff@cowangroup.co</a>
Secondary Contact Phone:	<b>405-463-3369</b>





## **Community Development Director's Report**

August 21, 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 final Bid Tabulation and contract award to RG3 Meter Company for material, equipment, and installation was presented to and approved by the City Council and GUSA Board on March 6, 2017.
- The installation process started on April 15<sup>th</sup>.
- The total process to replace the 4380 meters covered in the contract with RG3 specifies four months (120 days) to complete that scope of work.
- To-date, there have been approximately 4267 residential meters and 78 1" meters replaced, 450 meter cans adjusted to grade, and 145 meter cans replaced due to existing damage.
- Upon full completion of the installation project, the City will have a surplus of 33 5/8" meters and 2 1" meters to be inventoried and used for new service requests as they occur in the future.
- RG3 will finish any meter installations that were missed and repair any leaks that were caused by the meter replacement project during the week of August 21<sup>st</sup>.
- Based on the current status of the project, full completion of the meter replacement effort and the data integration into the City's existing accounting software will be on or before August 30<sup>th</sup>.

## **Vision 2025 Projects**

### **South County Soccer Complex:**

- The Notice to Proceed for the project was issued to the contractor on January 25<sup>th</sup>.
- A formal ground breaking ceremony was held at the site on February 11<sup>th</sup>.
- Currently, the grading portion of the project is fully complete.
- The construction of the concession/restroom building is estimated to be 90% complete.
- The various utility and storm water management improvements supporting the project are fully complete.
- Parking lot and access drive construction is estimated to be approximately 90% complete.
- The installation of perimeter fencing is estimated to be approximately 90% complete.
- The installation of the underground irrigation system is 95% complete.
- Sod installation is approximately 25% complete.
- The original contract duration for the installation of all improvements covered under the contract is 210 calendar days from the issuance of the Notice to Proceed - or August 30, 2017.
- To-date, there have been two (2) change order requests from the Contractor that increase the total contract amount for the project from \$1,246,200.00 to \$1,260,560.00 or approximately + 1.1%.
- To-date, there have been a total of thirty one (31) official weather related delay days requested that extends the original completion date to September 29<sup>th</sup>, 2017

### **On-going Private Development and/or Building Projects**

#### **St. Francis Health Center Southwest: (151<sup>st</sup> Street & Broadway Ave.)**

- The full Building Permit for the project was issued by the City on February 1<sup>st</sup>, 2017.
- Building structural steel installation is construction is approximately 90% complete.
- Site improvement installation is approximately 90% complete.
- Public improvements associated with Broadway Avenue construction are approximately 75% complete.
- Improvements regarding existing paving modifications and additions on 151<sup>st</sup> Street are currently 80% complete with full completion anticipated by approximately September 1<sup>st</sup>.
- Full project completion and building turnover is predicted to be in the second quarter of 2018.

#### **Hotel Project: Phillips Corner Addition (123<sup>rd</sup> Street & Casper Avenue)**

- 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 Earth Change Permit was issued for the project on December 9, 2016.
- The actual Building Permit was issued on January 3, 2017.
- Full project completion is anticipated in September, 2017.

**Mark Allen Chevy Dealership: (168<sup>th</sup> Street & U.S. Highway 75)**

- The project earth change permit was issued May 1<sup>st</sup>, 2017
- The project building permit was issued July 10<sup>th</sup>, 2017.
- The official project groundbreaking ceremony was held July 11<sup>th</sup>, 2017
- Site grading and earthwork is approximately 90% complete
- The foundation for the main dealership building is fully complete
- The under-slab plumbing installation for the main dealership building is fully complete.
- The initial project schedule indicates full project completion in the second quarter of 2018.

**Pecan Estates Addition: Sanitary Sewer Relocation Project**

- The installation of all underground piping and related structures is fully complete
- The restoration of private yards and fencing is approximately 75% complete
- Full project completion is anticipated on or before Sept. 1<sup>st</sup>.

**Financial Equipment Company: Building Expansion – 131<sup>st</sup> Street & Elwood Ave.**

- The project consists of the construction of a third building on the site including certain parking and drives.
- The building foundation and slab installation are fully complete
- Full project completion is anticipated in November of 2017.

**Current Planning Department and Planning Commission Activities:****SITE PLAN REVIEW: SP-2017-04 Phoenix Industrial (186<sup>th</sup> Street & U.S. Highway 75)**

A request by Phoenix Industrial for site plan approval to allow a 16,250-square foot building expansion on the west side of an existing structure located on a 20-acre tract south of the southwest corner of 181st Street and U.S. Highway 75. The property is currently zoned IL (Industrial Light Manufacturing and Research and Development District)

STAFF REVIEW ONLY: PENDING (AWAITING FIRE SPRINKLER PLANS FROM APPLICANT)

**GZ-261/PUD 37: The Jenkins Companies**

A request to re-zone a certain 12-acre tract located west of the northwest corner of 141<sup>st</sup> Street and Elwood Ave from AG (Agriculture District) to RS-4 (Residential Single Family - Highest Density District) to allow 31 individual lots.

- 8/14/17: PLANNING COMMISSION REVIEW, VOTED 4-0 TO RECOMMEND APPROVAL TO CITY COUNCIL.
- 9/5/17: CITY COUNCIL REVIEW

**GBOA-454: R.J. Donelson:**

Request for a Special Exception to allow Mini-Storage use in a CS (Commercial Shopping) zoning district. The project site is located on the north side of 138<sup>th</sup> Place - east of Elwood Ave - containing approximately 4.07 acres.

- 8/14/17: BOARD OF ADJUSTMENT REVIEW, VOTED 4-0 TO APPROVE

**GZ-262: Nightingale Ranch & Farm LLC:**

A request from Eric Sack with Sack and Associates to re-zone a certain tract containing approximately 62 acres from an AG (Agriculture) district to RE (Residential Estate) and to re-zone an additional 13-acre tract from AG (Agriculture) to CS (Commercial Shopping) all located west of the northwest corner of 151<sup>st</sup> St (Hwy 67) and Peoria Ave.

- 8/14/17: PLANNING COMMISSION REVIEW, VOTED 4-0 TO RECOMMEND APPROVAL TO CITY COUNCIL.
- 9/05/17: CITY COUNCIL REVIEW

**PRELIMINARY SUBDIVISION PLAT: ELM POINTE ADDITION**

A request from J.R. Donelson for preliminary plat review for Elm Pointe Addition to create 8 commercial lots on a 10.76-acre tract located at the northwest corner of 141<sup>st</sup> Street and Peoria Ave.

- TECHNICAL ADVISORY COMMITTEE REVIEW: 7/28/17
- PLANNING COMMISSION REVIEW: 8/14/17, VOTED 4-0 TO APPROVE.

**Current Building & Inspection Department Activity: July, 2017**

**Current On-Going Commercial and Residential Projects Permitted for Construction:**

- St. Francis Health System Hospital: Located on 151<sup>st</sup> Street - East of US Highway 75
- Hotel Project in Phillips Corner Addition: 123<sup>rd</sup> & Casper Avenue
- Mark Allen Chevy Dealership Project: 166<sup>th</sup> Street & U.S. Highway 75
- South County Soccer Complex: 138<sup>th</sup> Street & Peoria Avenue
- Jiffy Auto Lub. and Car Wash: Southwest Crossroads Addition
- Glen Hills Addition: 141<sup>st</sup> Street & Iroquois Avenue

**Glenpool Residential and Commercial Building Permit Statistics:**

- |   |          |
|---|----------|
| • New Residential Permits Issued in July, 2017: | 8 Total  |
| • New Commercial Permits Issued in July, 2017:  | 2 Total  |
| • Current Active Residential Permits:           | 74 Total |
| • Current Active Commercial Permits:            | 10 Total |
| • 2016 Residential Permits thru July:           | 47 Total |
| • 2017 Residential Permits issued thru July:    | 60 Total |
| • 2016 Commercial Permits Issued Thru July:     | 6 Total  |
| • 2017 Commercial Permits Issued Thru July:     | 4 Total  |

## **Code Enforcement Department:**

**July, 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 July:**

- |   |           |
|---|-----------|
| • Year-to-Date complaint calls received and investigated            | 998       |
| • Public nuisance cases remaining open thru July 31 <sup>st</sup> . | 3         |
| • New Code Enforcement cases processed in July:                     |           |
| 1. Calls reporting high grass:                                      | 62        |
| 2. Structures damaged by fire:                                      | -0-       |
| 3. Notices issued for vehicles illegally parked:                    | 1         |
| 4. Nuisance abatements performed by contractors:                    | 3         |
| 5. Notices issued for residences without water service:             | -0-       |
| 6. Tulsa County Health Department Citations issued:                 | 1         |
| 7. Notices issued for illegally placed signs:                       | 8         |
| 8. Damage to public facilities citations:                           | -0-       |
| 9. Excessive trash & debris:  | 18        |
| 10. Dilapidated vacant structures and properties:                   | 3         |
| 11. Trash can/receptacle placement:                                 | 2         |
| 12. Misc. cases:  | <u>39</u> |
| Total New Cases Opened in July:                                     | 135       |
| • Real Estate Special Assessment Determinations:                    |           |
| 1. Special Assessment Letters Issued to Title Companies             | 47        |
| 2. Assessment Letter Fee Collection Notices Issued                  | 15        |



## Soccer Complex





## Soccer Complex





## Soccer Complex





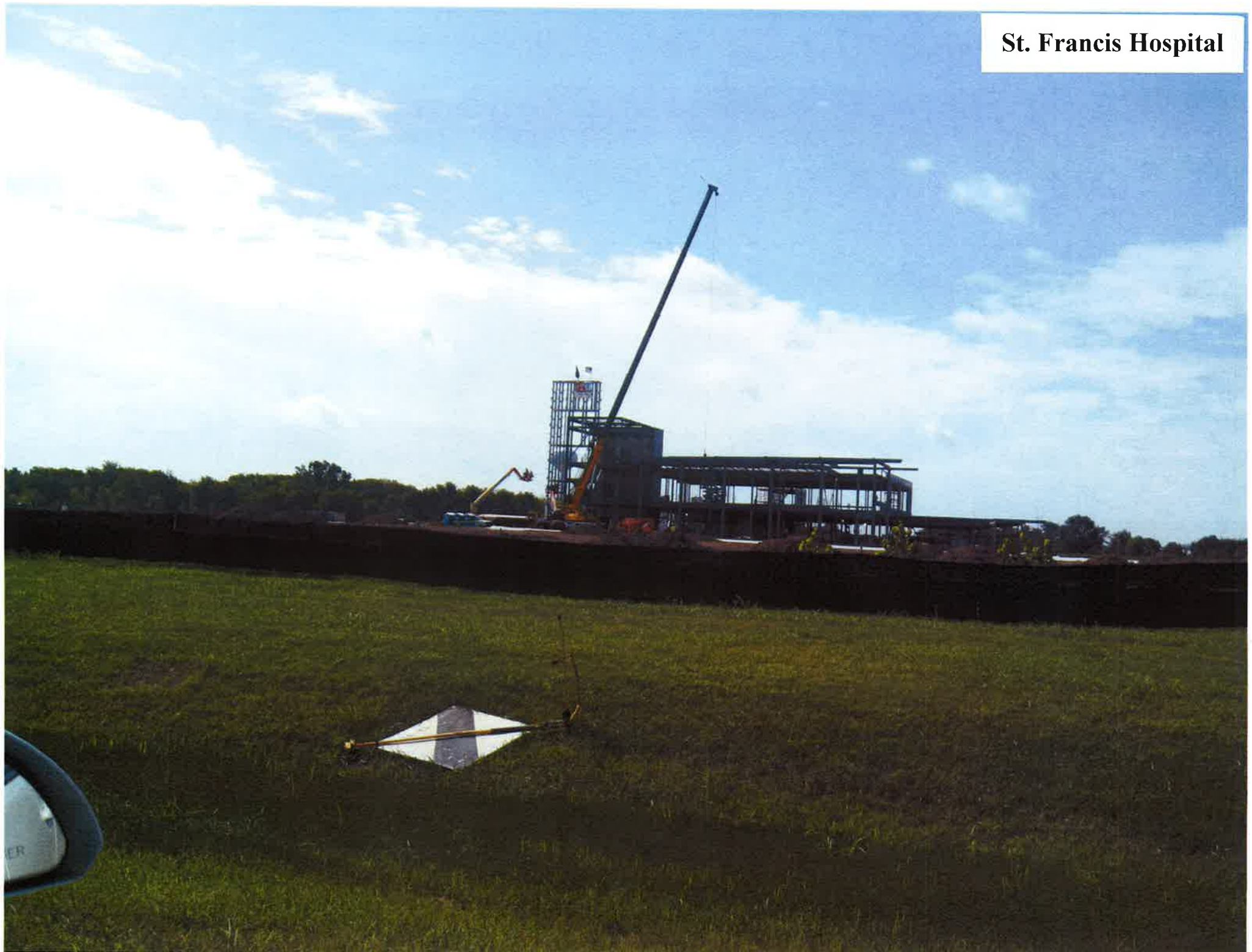
## Soccer Complex











**Phillips Corner Hotel**





Phillips Corner Hotel





















**Treasurer's Report  
June 2017  
(Unaudited)**

# City of Glenpool

## Summary of Revenues and Expenditures as of June, 2017

12th month in Fiscal year 2016-2017 or 100% completed as of June 30, 2017

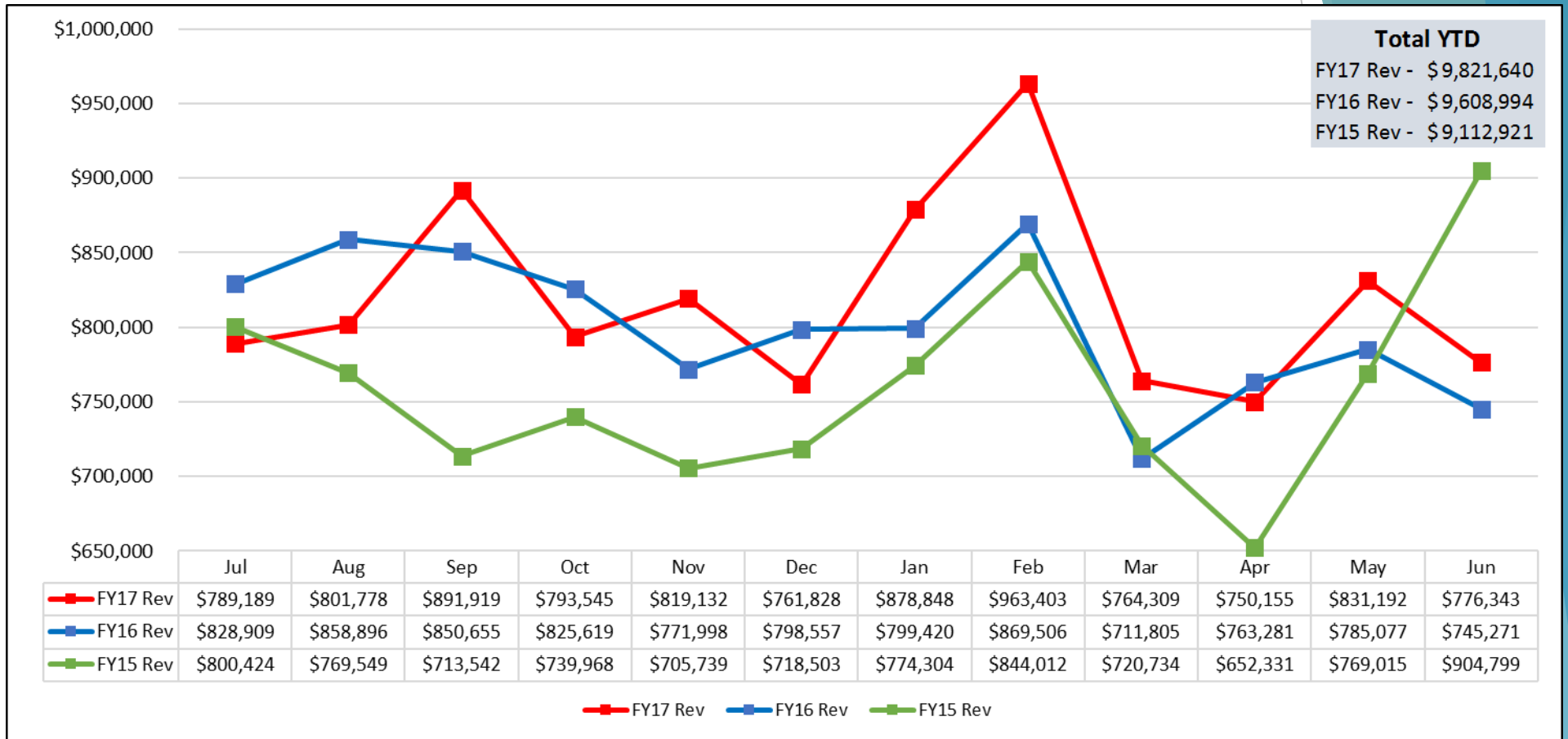
- General Fund sales tax revenue is -3.6% below budget and 0.7% above prior YTD
- Public Safety Personnel Fund sales tax revenue is -3.7% below budget
- Streets & Infrastructure Fund sales tax revenues are -6.7% below budget
- Public Safety Capital Fund sales tax revenues are -6.7% below budget
- Water revenues are 2.4% over budget and 6.0% over prior year
- Sewer revenues are 2.9% over budget and 6.0% over prior year

	Total Revenues			Total Expenditures		
FUND	FY17 Budget	FY17 Actual	Variance FY17 Budget	FY17 Budget	FY17 Actual	Variance FY17 Budget
General Fund	\$11,288,450	\$9,821,640	-13.0%	\$11,288,450	\$8,860,188	-21.5%
Hotel-Motel Tax	\$0	49,182	-	\$0	\$0	-
Public Safety Personnel Fund	\$847,095	\$842,933	-0.5%	\$847,095	\$608,552	-28.2%
GUSA	\$8,212,900	\$7,933,690	-3.4%	\$8,212,900	\$7,692,599	-6.3%
GIA	\$512,500	\$708,396	138.2%	\$512,500	\$391,033	-23.7%
Streets & Infrastructure Capital Fund	\$187,616	\$181,004	-1.3%	\$187,616	\$0	-100%
Public Safety Capital Fund	\$168,208	\$163,118	-1.0%	\$168,208	\$102,627	-39.0%



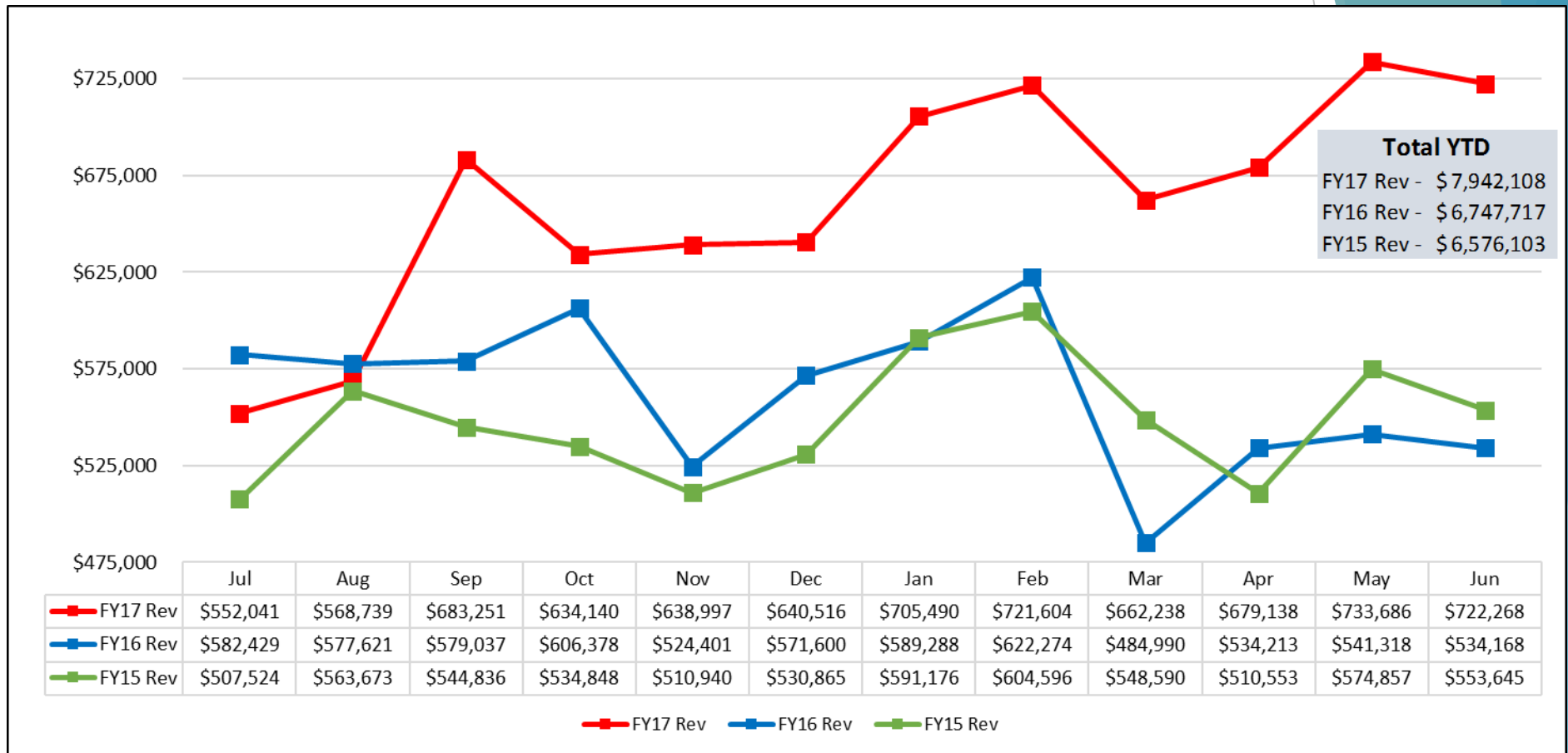
# City of Glenpool

## General Fund Revenues as of June 30, 2017



# City of Glenpool

## Sales Tax Revenues – All Funds as of June 30, 2017

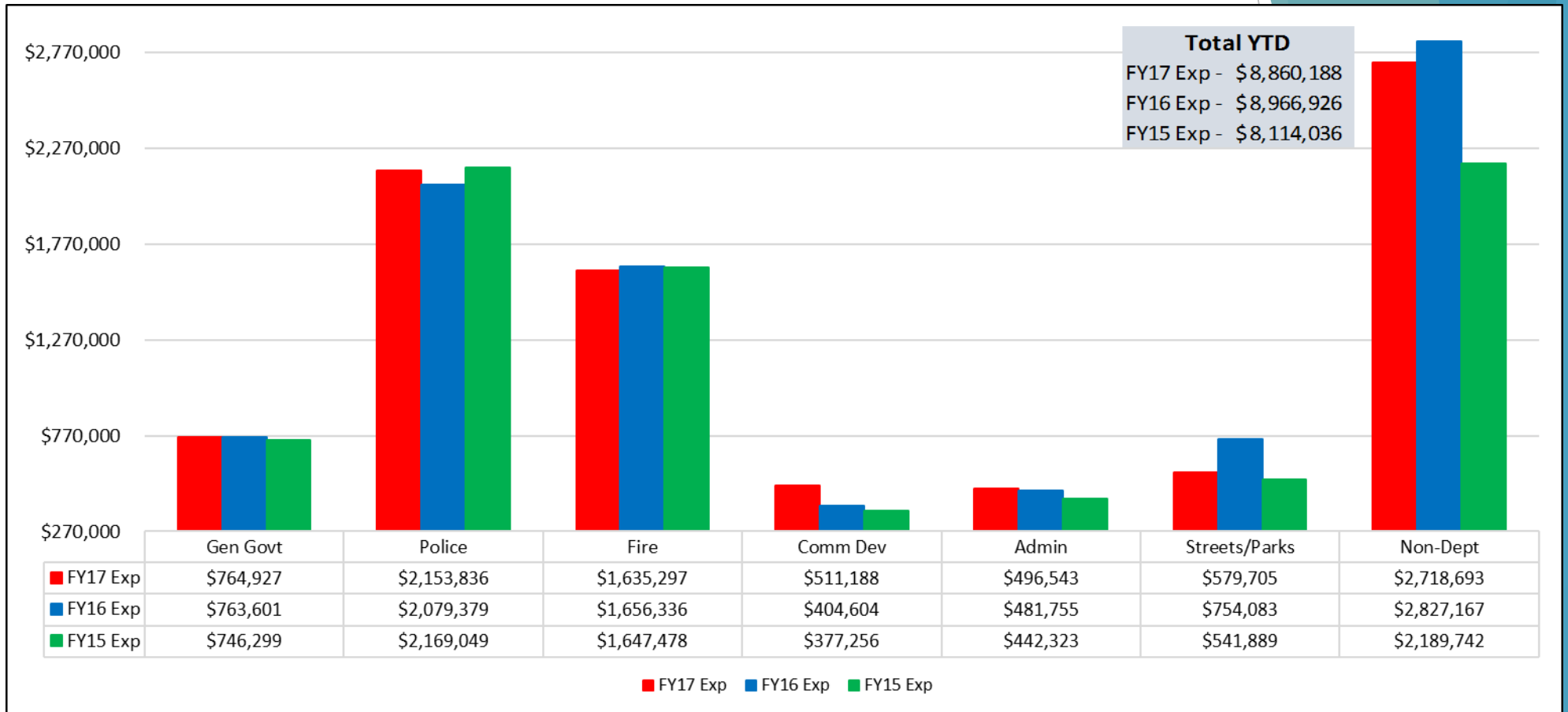


- 0.55% Sales tax for Public Safety personnel effective July 1, 2016
- 0.29% Sales tax for capital improvements/economic development effective Jan 1, 2017
- 0.26% Sales tax for Public Safety equipment effective Jan 1, 2017



# City of Glenpool

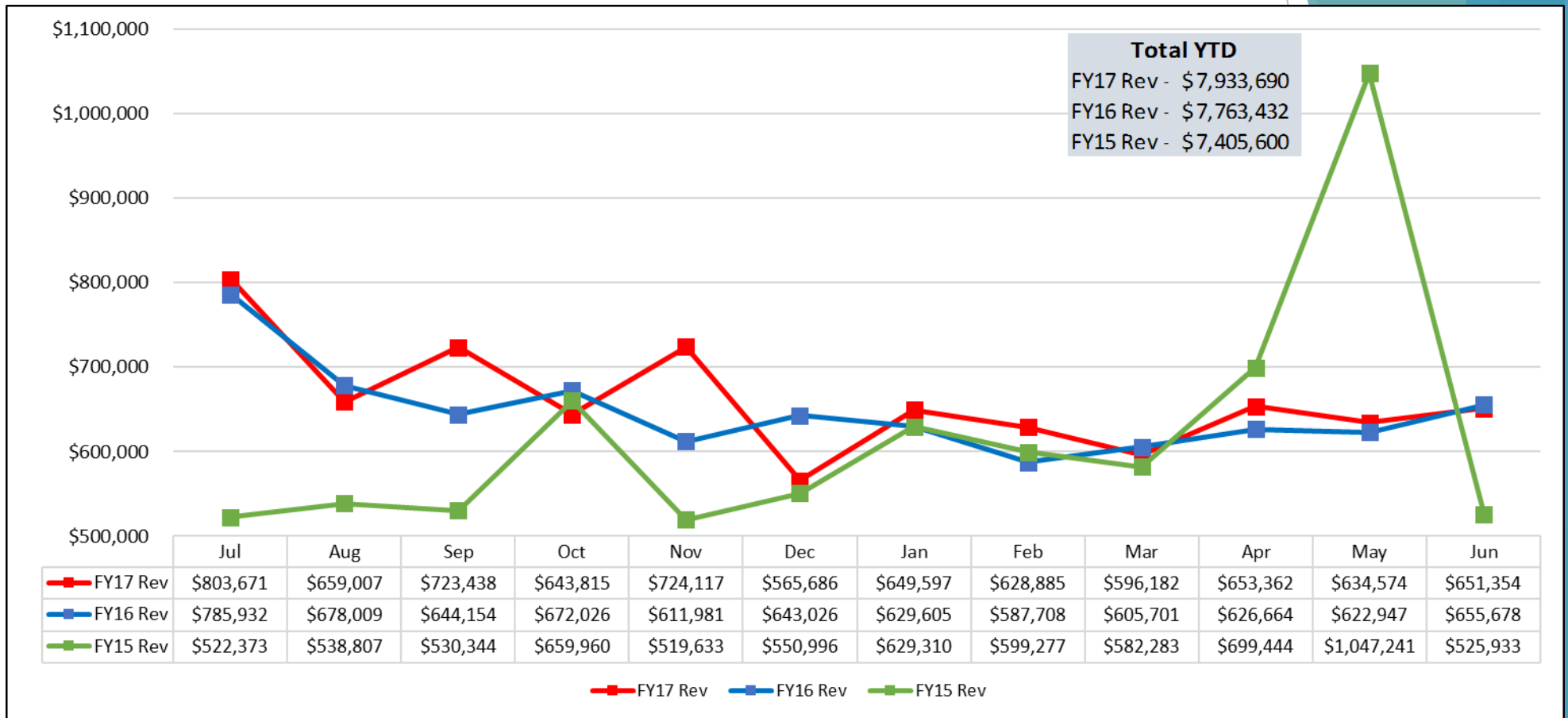
## General Fund Expenditures as of June 30, 2017



- **General Government** includes City Clerk, Finance, and Organizational Expenses
- **Police** includes Police, Animal Control and Dispatch
- **Fire** includes Fire and Emergency Management
- **Community Services** includes Planning, Inspections and Code Enforcement
- **Administration** includes City Manager, City Attorney and Human Resources
- **Non-Departmental** includes transfers to other funds

# Glenpool Utility Services Authority

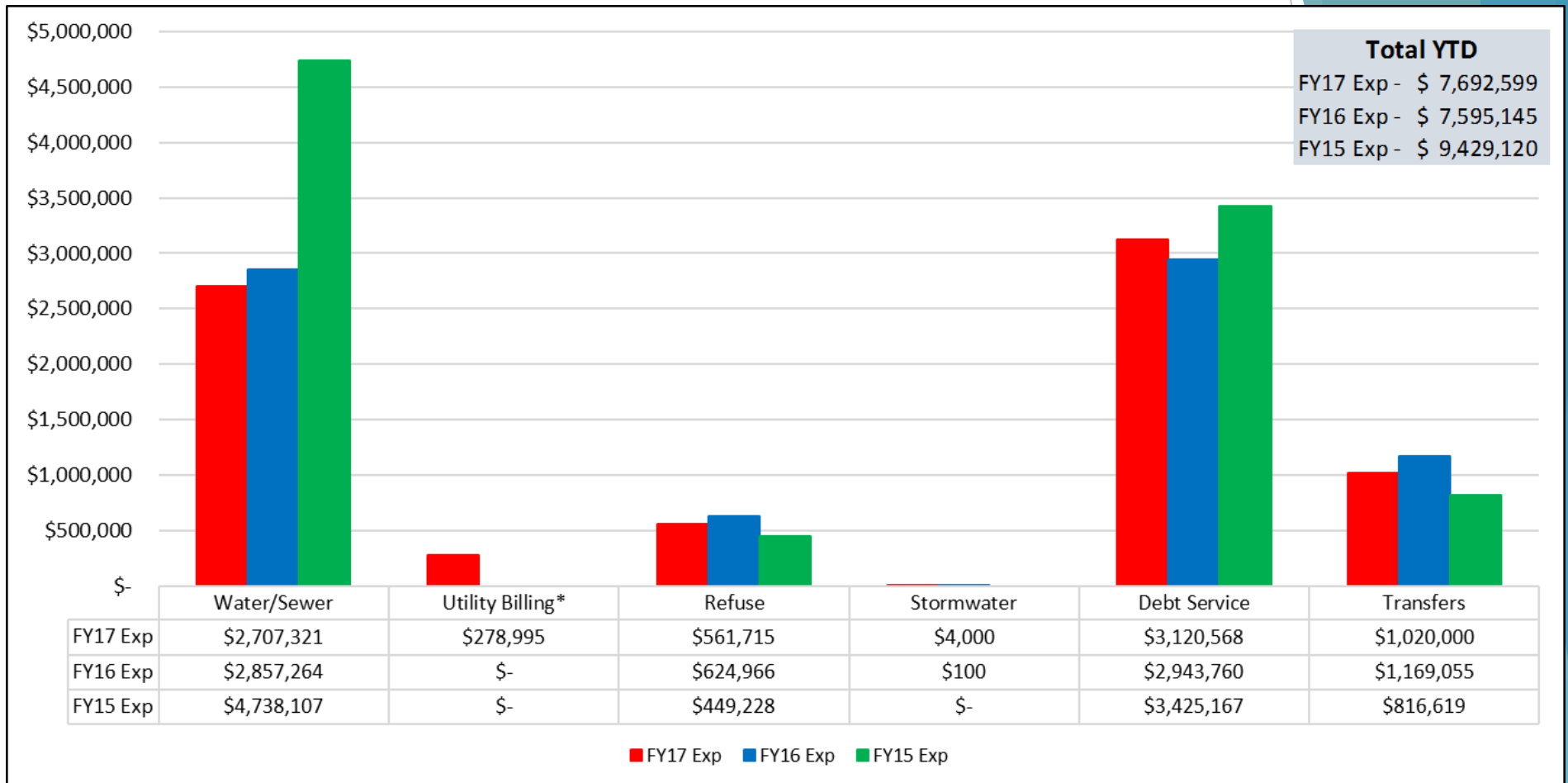
## Revenues as of June 30, 2017



- Revenue spike in May, 2015 (FY15) reflects a transfer of \$500,000 from the GIA to cover legal settlement costs with Creek County Rural Water District #2

# Glenpool Utility Services Authority

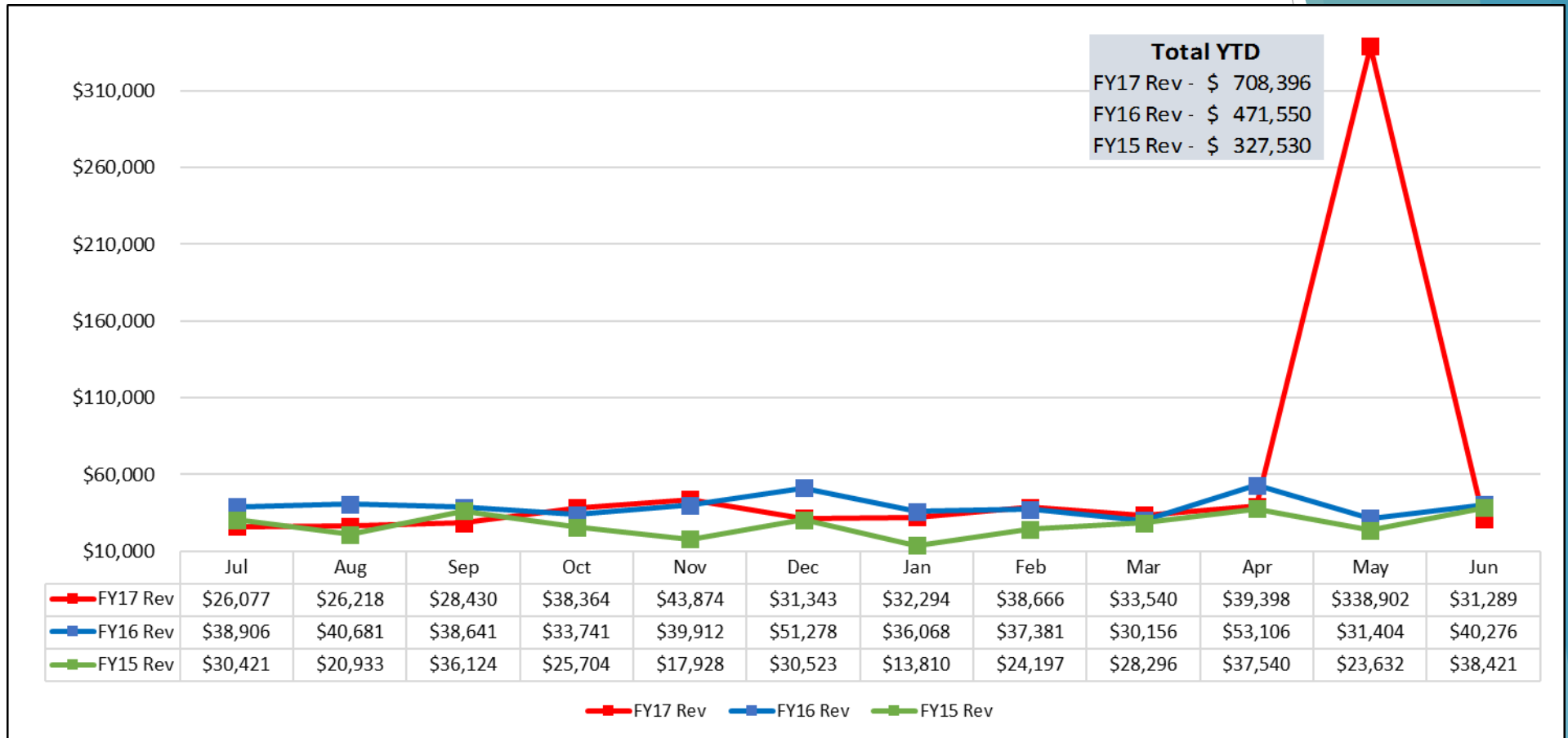
## Expenses as of June 30, 2017



- Utility Billing was reported with Water/Sewer in FY15 and FY16
- FY15 Debt Service includes \$500,000 payment to Creek County Rural Water District #2
- FY16/FY17 Debt Service includes \$125,000 payment to Creek County Rural Water District #2

# Glenpool Industrial Authority

## Revenues as of June 30, 2017

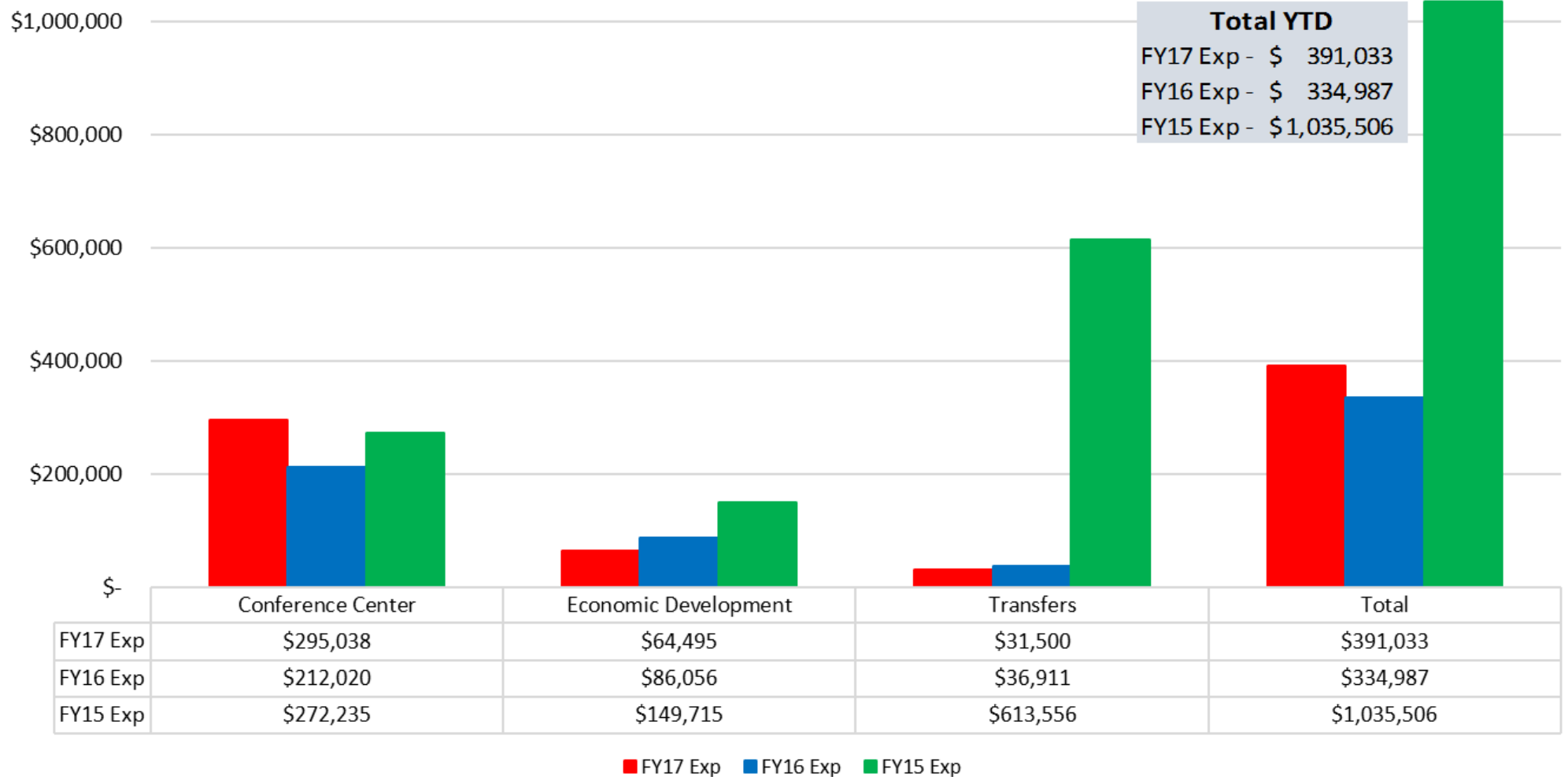


- May FY17 includes \$312,030 in development reimbursements from St. Francis



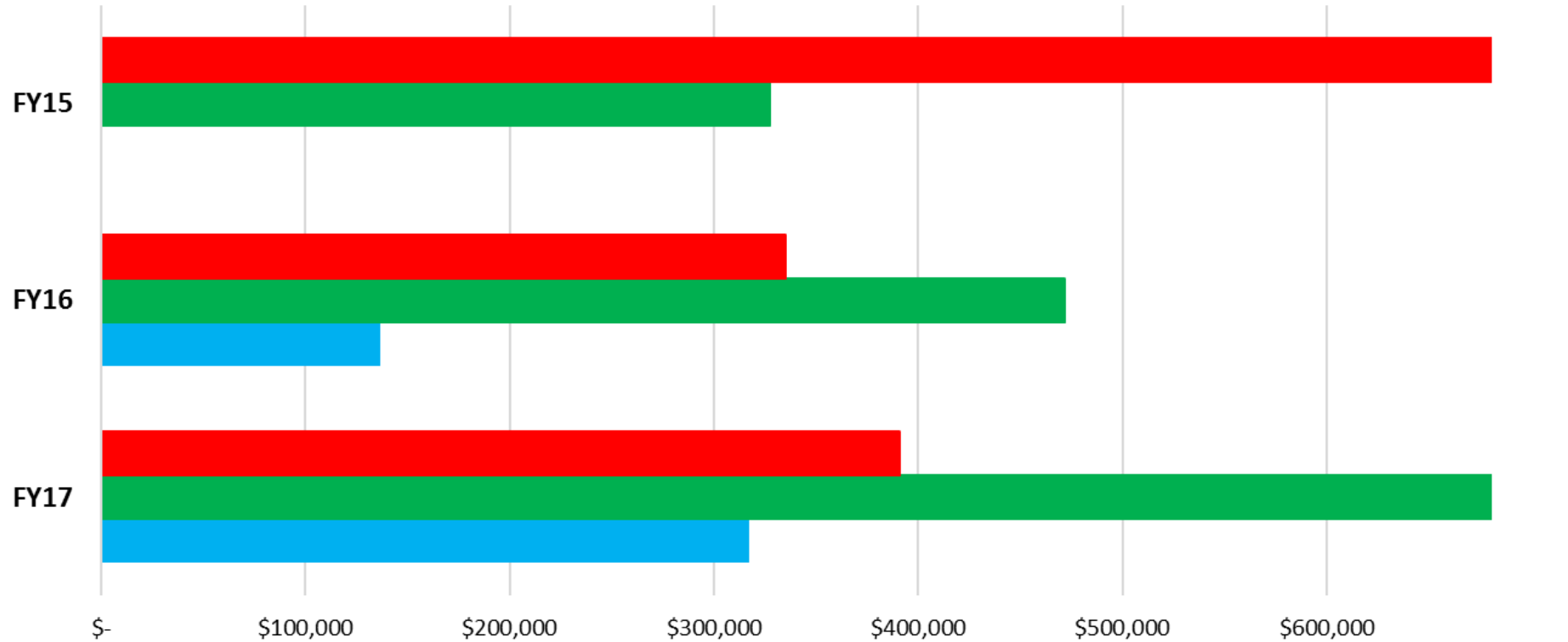
# Glenpool Industrial Authority

## Expenses as of June 30, 2017



# Glenpool Industrial Authority

## Net Income as of June 30, 2017



	FY17	FY16	FY15
Expenses	\$391,033	\$334,987	\$1,035,506
Revenues	\$708,396	\$471,550	\$327,530
Net Income	\$317,363	\$136,563	\$(707,976)

# Move Glenpool Forward

## Progress as of June 30, 2017

Project	Status	Allocated Budget	Budget Adj.	Final Budget	Expended to Date
<b>Proposition 1 (0.29%)</b>					
Signalization & Infrastructure 151st St.	IP	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 750,000
Economic Development Projects	NS	1,035,337	-	1,035,337	-
Wastewater Treatment Plant Design/Permitting	NS	550,000	-	550,000	-
South County Soccer Complex Field Lighting	NS	150,000	-	150,000	-
Turf Equipment Parks	NS	30,000	-	30,000	-
Automatic Meter Reading Conversion	IP	850,000	27,284	877,284	877,284
Snow Plow	NS	150,000	-	150,000	-
Storm Water Imp. Eden South	NS	500,000	-	500,000	-
Storm Water Imp. Main St. @ Hwy 75	NS	100,000	-	100,000	-
Storm Water Imp. 141st St. @ Hwy 75	NS	100,000	-	100,000	-
Storm water Imp. Rolling Meadows	NS	300,000	-	300,000	-
Storm Water Imp. Vancouver Avenue	NS	50,000	-	50,000	-
Storm Water Imp. Fern Avenue	NS	600,000	-	600,000	-
Storm Water Imp. Hickory Pl	NS	350,000	-	350,000	-
Kendalwood Park Rehab	NS	200,000	-	200,000	-
Lift station Rehab Project - Oak Street	NS	132,500	-	132,500	-
Lift station Rehab Project - Eden South	NS	280,000	-	280,000	-
Signalization of 141st St & Elwood	NS	410,000	-	410,000	-
Signalization 121st Street & Elwood	NS	150,000	-	150,000	-
Lane Impr. 121st Street Elwood to Hwy 75	NS	635,000	-	635,000	-
Lane Impr. Elwood 141st St to 151st St	NS	2,350,000	-	2,350,000	-
Lane Impr. Warrior Road	IP	750,000	-	750,000	-
		\$ 11,672,837	\$ 27,284	\$ 11,700,121	\$ 1,627,284

<b>Proposition 2 (0.26%)</b>					
Public Safety Radio System	IP	\$ 1,250,000	\$ 35,079	\$ 1,285,079	\$ 1,285,079
Police Vehicles	IP	3,000,000	-	3,000,000	239,258
PD Mobile Computer System	NS	208,000	-	208,000	-
Firing Range/Training Center	NS	100,000	-	100,000	-
PD Capital Improvements	NS	1,100,000	-	1,100,000	-
Fire Apparatuses and Equipment	IP	4,640,000	-	4,640,000	788,967
Firefighter Air packs	IP	250,000	-	250,000	-
		\$ 10,548,000	\$ 35,079	\$ 10,583,079	\$ 2,313,304

### Total Props 1 and 2

\$ 22,220,837 \$ 62,363 \$ 22,283,200 \$ 3,940,588

### Proposition 3 (0.55%)

Hire 7 additional Firefighters	C
Hire 5 additional Police Officers	C

NS= Project not yet started, IP= Project in progress, C= Project is complete

**MINUTES  
CITY COUNCIL  
MEETING  
August 7, 2017**

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

Staff present: Susan White, Interim City Manager/City Clerk; Julie Casteen, Finance Director; Rick Malone, City Planner; and Bart Harris, Deputy Police Chief. Lowell Peterson, City Attorney; Lynn Burrow, Community Development Director; and Dennis Waller, Police Chief were absent.

Also present were Rev. Rick Tabisz, King of Kings Lutheran Church; Matthew Graves, Vice-President FOP Lodge No. 133; Sgt. Charles Smith, Glenpool Police Department; and Rickey Hayes, Retail Attractions.

- A) Mayor Fox called the meeting to order at 6:03 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Rev. Rick Tabisz, King of Kings Lutheran Church offered the invocation.**
- D) Mayor Fox led the Pledge of Allegiance.**
- E) City Manager Report – Susan White, Acting City Manager**
  - Ms. White requested an update on the communications system project from Paul Newton, Fire Chief.
  - Reported on the radio-read water meter installation project was nearing completion. All residential meters have been installed.
- F) Mayor Report – Timothy Fox, Mayor**
  - Mayor Fox announced the Annual Fishing Derby is slated for August 26 at the Conference Center lake.
  - Creek 2 Board meeting is Tuesday, August 8 at 5:30 p.m. if anyone would like to attend.
  - Chamber of Commerce monthly luncheon is Wednesday, August 9 at 11:30 a.m.
- G) Council Comments**
  - Councilor Kearns reminded the audience that school resumes August 18.
  - Councilor Lund urged everyone to join her at the football stadium, Tuesday August 8 at 5:45 p.m. Wade's RV is shooting a commercial featuring their latest updates to the Glenpool merchandise trailer.
- H) Public Comments**
  - None.



**I) Presentation of Award to Howard Nelson for his years of service to Glenpool Planning Commission and Board of Adjustment**

- Mr. Howard Nelson was recognized for his years of service on the Glenpool Planning Commission and Board of Adjustment. Mr. Nelson resigned his position to dedicate more time to the needs of his family.

**J) Scheduled Business**

**1) Discussion and possible action to approve minutes from July 13, July 17, July 20, and August 1, 2017.**

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

**FOR:** Councilor Lund; Vice Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns

**AGAINST:** None

**Motion carried.**

**2) Discussion and possible action to accept a Public Street Right-of-Way Deed of Dedication for a thirty-foot parcel of land located on 126<sup>th</sup> Street, Grantors Phillip and Glenda Morgans.**

Mr. Rick Malone, City Planner presented the Deed Dedication for approval. He explained that the right-of-way dedication is a condition that requires Planning Commission approval for the lot split. The dedication provides a thirty-foot parcel of land to accommodate future arterial and utility improvements.

**MOTION:** Councilor Kearns moved, second by Councilor Agee, to accept Right-of-Way Deed of Dedication as presented.

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

**AGAINST:** None

**Motion carried.**

**3) Discussion and possible action to approve and authorize payment of invoice from M.e.t. for first half of FY17-18 annual services at a cost of \$9,949.38.**

Ms. Julie Casteen, Finance Director presented the invoice for approval. She advised the Council that funds appropriated for the purpose.

**MOTION:** Vice-Mayor Ceesay moved, second by Councilor Agee, to approve M.e.t. invoice for payment as presented.

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

**AGAINST:** None

**Motion carried.**

**4) Discussion and possible action to authorize Mayor Fox to attend ICSC Texas and pay all related costs, as set forth in Sec. 14, Expenses, The Restated Code of Ethics and Policy Statement for Elected and Appointed Officials of the City of Glenpool.**

**MOTION:** Councilor Kearns moved, second by Councilor Lund to amend Item 4 to include Mayor Fox and Vice-Mayor Ceesay, and authorize payment of all related costs for each Mr. Fox and Mr. Ceesay to attend ICSC Texas in November 2017.

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

**AGAINST:** None

**Motion carried.**

**5) Discussion and possible action to approve rolling FY 2017 outstanding budget encumbrances (purchase orders) to the FY 2018 Budget.**

Ms. Casteen, Finance Director requested Council approval to roll over outstanding purchase orders remaining in FY 2017 Budget to FY 2018 Budget. She identified and reviewed a detailed listing of outstanding encumbrances from the General Fund; Streets & Infrastructure Fund; and Public Safety Capital Fund.

**MOTION:** Councilor Lund moved, second by Councilor Agee to approve and authorize FY 2017 Budget rollovers to FY 2018 Budget, as presented.

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

**AGAINST:** None.

**Motion passed.**

**6) Discussion and possible action to adopt a certain Memorandum of Understanding between the City of Glenpool (“Employer”) and Local No. 133, Fraternal Order of Police (“Lodge”) for the purpose of amending Article XIII, Section 7, of the current fiscal year 2018 collective bargaining agreement between the parties to provide for enhanced ammunition distribution and training policies for members of the bargaining unit (“Employees”), all as described and provided therein.**

Matthew Graves, FOP Vice-President explained the purpose of the MOU was to clarify intended language which was inadvertently omitted in the current FY 2018 FOP, Lodge # 133 Agreement.

**MOTION:** Councilor Lund moved, second by Councilor Kearns, to adopt the MOU between the City of Glenpool and Local No. 133, Fraternal Order of Police as presented.

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

**AGAINST:** None

**7) Discussion and possible action to authorize police equipment purchase including, ammunition, rifles, shotguns, pepperball guns, and items negotiated in 2017-2018 CBA including duty holsters, weapon mounted lights, and wallet badges; at a cost not to exceed \$35,250.00, and expensed through the DEA Fund.**

Sgt. Charles Smith, GPD presented a request to purchase various items, as listed and further request authorization to utilize DEA funds for that purpose.

**MOTION:** Councilor Lund moved, second by Councilor Agee, to authorize purchase as requested.

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

**AGAINST:** None

**Motion carried.**

- 8) **Discussion and possible action to enter into Executive Session for the purpose of conferring on matters pertaining to economic development, such that public disclosure of the matter would interfere with the development of products or services or would violate the confidentiality of the business, pursuant to Title 25 O.S. § 307.C.10.**

**MOTION:** Vice-Mayor Ceesay moved, second by Councilor Agee, to convene in Executive Session for the purpose stated above.

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

**AGAINST:** None

**Motion carried.**

Councilmembers, Interim City Manager, and Rickey Hayes exited to Executive Session Chambers at 6:42 p.m.

- 9) **Discussion and possible action to reconvene in Regular Session.**

**MOTION:** Councilor Lund moved, second by Councilor Agee, to reconvene in Regular Session at 7:08 p.m.

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

**AGAINST:** None.

**Motion carried.**

- 10) **Discussion and possible action to approve a one-year professional services contract with Retail Attractions, LLC, pertaining to economic development consulting services for annual compensation of \$15,000.00 and providing for the possibility of a performance bonus on terms set forth in the contract.**

**MOTION:** Councilor Kearns moved, second by Councilor Agee, to approve the Professional Services Contract with Retail Attractions, LLC pertaining to economic development consulting services for annual compensation of \$15,000 and providing for the possibility of a performance bonus on terms set forth in the contract.

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

**AGAINST:** None

**Motion carried.**

Mayor Fox declared a recess at 7:11 p.m. to convene into the subsequent Trust and GEMS District meetings.

Mayor Fox closed the recess and called the meeting back to order at 8:11 p.m.



**11) Discussion and possible action to enter into Executive Session to discuss the employment and hiring of a City Manager, including specific candidates for the position of City Manager and terms of employment for City Manager position, pursuant to Title 25, Section 307(B)(1) of the Oklahoma Statutes (Open Meeting Act.)**

**MOTION:** Councilor Agee moved, second by Councilor Lund, to convene in Executive Session for the purpose stated.

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

**AGAINST:** None

**Motion carried.**

Councilmembers exited to Executive Session Chambers at 8:13 p.m.

**12) Discussion and possible action to reconvene in Regular Session.**

**MOTION:** Councilor Lund moved, second by Vice-Mayor Ceesay, to reconvene in Regular Session at 10:36 p.m.

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

**AGAINST:** None

**Motion carried.**

**13) Discussion and possible action to authorize the Mayor and Vice Mayor to enter into contract negotiations with potential City Manager candidate(s).**

**MOTION:** Councilor Kearns moved, second by Councilor Lund, to table action to August 21, 2017 Regular Meeting.

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

**AGAINST:** None

**Motion carried.**

**K) Adjournment.**

- Meeting was adjourned at 10:37 p.m.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



## MEMORANDUM

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

**RE: LEASE AGREEMENT: BLACK GOLD PARK  
CONCESSION BUILDING**

**DATE: AUGUST 21, 2017**

### **BACKGROUND:**

Benjamin Smart, Managing Member of Bounce Smart OK, LLC, d/b/a Bahama Ben's, has submitted the attached proposal and business plan regarding his desire to lease the concession building located in Black Gold Park. As you may recall, the facility was previously leased and operated by Harper's Hut Shaved Ice, LLC. However, per the attached notice received from William Nozak of Harper's Hut, they have chosen to vacate their lease effective June 25<sup>th</sup>, 2017 and have removed all merchandise and equipment from the premises - including signage. In the interim, Mr. Smart has approached the City with a proposal to establish a similar business at the City facility per the attached business plan. Mr. Smart has reviewed the attached lease agreement as to the detailed provisions and the various responsibilities outlined and is in agreement with the overall terms of the agreement. I have attached a copy of the proposed agreement which is nearly an exact copy of the previous agreement with Harper's Hut Shaved Ice, LLC. Staff has reviewed the agreement for technical issues as to the areas of responsibility split between the Lessee and the City and agree with the document as written.

### **Staff Recommendation:**

Staff recommends Council approval and to authorize the Mayor to execute the attached Lease Agreement on behalf of the City

### **Attachments:**

- Business Proposal
- A City of Glenpool Lease Agreement with Benjamin Smart, Managing Member of Bounce Smart Ok, LLC, d/b/a Bahama Ben's.
- Certificate of Insurance



**HARPER'S HUT** SHAVED ICE

**CITY OF GLENPOOL**

LYNN BURROW

**Black Gold Park Concession Lease:**

We are extremely privileged to have been given the opportunity to run our shaved ice in the Black Gold Park concession building for the past 2 years. At this time, we are unable to continue running this location the way we see fit. Our last day of business in this building was 6/25/17. Because of our inability to run a profitable stand, we vacate our lease with the Black Gold Park Concession stand. Thank you for the opportunity.

William Nozak  
Harper's Hut Shaved Ice & Java





## Bounce Smart OK, LLC



**Benjamin Smart**  
**17255 S. 280 Rd. Morris, OK 74445**  
**(918) 370-7596**

# **Bounce Smart OK, LLC**

## **DBA Bahama Ben's**

### **Executive summary**

Bahama Ben's a high quality shaved ice and concession business that will be adding a location here in Glenpool, OK, USA and will cater to all our various customers. We intend to retail food products such as salty munching snacks, frozen desserts, gourmet popcorn, sweet snacks, ice cold refreshing beverages, and tasty meat entrées.

Due to our desire for excellence, we have solid plans and processes in place in regard to food packaging, hygiene and other structures that will ensure that we remain the preferred solution to the City of Glenpool's concession needs. We have policies in place to ensure that we employ competent and trustworthy employees to help run our business. The employees we have are dedicated to our mission statement and goals and are determined to ensure that we get to our desired destination. Our clients are very important to us and due to this; we intend to ensure that we take excellent care of our customers by giving them the best experience when they come to our location to patronize. Bahama Ben's is owned and operated by Mr. Benjamin Smart, who has several years of experience in the food service industry, along with large event planning and management.

### **Vision**

Our vision is to become the concession solution for the City of Glenpool starting with Black Gold Park, to build a long-term relationship that will allow us to expand to other locations.

### **Mission Statement**

Our Mission Statement is to provide the City of Glenpool with affordable snacks, desserts, and family friendly events.

### **Market analysis**

Having a shaved ice and concession business is all about location. We feel that Black Gold Park offers a multitude of resources that others in the same business do not have. Offering things to the public such as salty munching snacks, frozen desserts, gourmet popcorn, sweet

snacks, ice cold refreshing beverages, and tasty meat entrées allows us to offer something no other park does. Parents of Glenpool can bring their children to the park and we will be there to provide them with options for snack and drinks so they can spend more time enjoying the facilities. Convenience is key when it comes to these family activities.

### **Daily Schedule**

Monday-Friday 12pm-8 pm

Saturday 11am -8pm

Sunday 12pm-6pm

These times are subject to change due to events and sporting schedules.

### **Organization and management**

Bahama Bens is a family owned business. Owner and daily operations manager is Benjamin Smart.

### **Marketing and sales**

In order to generate revenue, every business involves itself in marketing. Marketing is a very essential aspect of a business either new, growing or already established. In order to correctly anticipate the needs and particular characteristics of our target market, we conducted a thorough market research, that will not only allow us to penetrate the market but also ensure that we position our business in the way that would be of utmost benefit to us.

Also, the detailed data we would get from the market research will help us not only to attract the customers but also to allow us to compete favorably against competitors that are either new or already established.

In order to ensure that we get the correct information from our conducted market research, we will deploy several strategies such as asking far away concession stands how they were coping with competition close to them and what strategies they have deployed in order to ensure that they stay on top and have a competitive advantage over their competitors. We will also watch how our nearby competitors run their business and how they tackle certain issues that might likely crop up.

To ensure that our business continues to grow and sustain itself through increase in sales, we will ensure that we empower our marketing and sales team to work hard to get the Bahama Ben's



name out.

In summary, we will adopt the following marketing and sales strategy at Bahama Ben's in order to sell our wide range of food products;

- ✓ Throw a mind-blowing launching party in order to generate interest and increase awareness about our business
- ✓ Ensure that we are listed in offline (yellow pages) as well as online directories
- ✓ Engage in direct marketing and sales
- ✓ Use our various social media platforms such as Facebook, Twitter, and Instagram to market our concession stand business and increase sales
- ✓ Advertise our business in local newspapers as well as on radio here in Glenpool, OK
- ✓ Encourage our customers to help refer our business to their colleagues, friends, and family members

Deciding the prices that will be attached to the various products and services we intend to offer will depend on a whole lot of factors, such as the size and packaging, our overhead and running costs, our location and what our competitors are offering as well. While there might not be any need to carry out a detailed strategy on how we intend to fix our prices, we will ensure that we try to make our products affordable.

In order, however to increase awareness for our products and attract the customers we might need to our concession stand, we intend to offer a discount in the prices that we will sell our products and offer our services. Because of this decision, we intend to put in strategies that will allow us to attract and encourage people to buy from us even though we might run on a low profit margin for the defined period.

### **Menu**

Bahama Bens will have a full menu of items such as, ice cold refreshing beverages, candy, popcorn, nachos, hotdogs, chips, and our large assortment of shaved ice options with our vast inventory of flavors.

### **Payment Options**

Bahama Bens will ensure that there is a payment policy that covers all the different preferential payments that our client will require in order to conveniently do business with us. Therefore, the payment options we intend to use to run our business and that will be available in every outlet includes;

Payment by cash

Payment via Point of Sale (POS) Machine

Payment via Credit Card

In view of the above, it should be noted that we carefully chose payment options that will not be only convenient for our business and clients but will run without hitches of any sort.

### **Appendix**

**Bahama Bens Shaved Ice Menu and Concession Menu**



Bahama Mama  
 Banana  
 Barbie  
 Blackberry  
 Butterscotch  
 Pink Bubblegum  
 Cheesecake  
 Cherry  
 Cool Breeze  
 Blue Coconut  
 Cotton Candy  
 Wedding Cake  
 Passion Fruit  
 Ninja Turtle  
 BlueBerry  
 Bumblee  
 Northern Tigers Blood  
 Michelangelo

#### Shave Ice

Signature Cup-\$6.00  
 With \$1.00 Refills

8oz - \$1.50  
 12 oz. \$2.00  
 16 oz. \$ 2.50  
 20oz. \$3.00  
 32 oz. \$4.00

Dreamsicle  
 Eagle Pride  
 Fuzzy Navel  
 Grape  
 Grapefruit  
 Green Apple  
 Vanilla Ice Cream  
 Hawaiian  
 Kiwi  
 Lemon Lime  
 Mia Tai  
 Margarita  
 Orange  
 Old Glory  
 Red Raspberry  
 Cola  
 Donatello  
 Raphael

#### Sugar Free Flavors

Additional \$0.25

Cherry Margarita  
 Pina Colada Bahama Mama

Peach  
 Pina Colada  
 Pineapple  
 Blue Raspberry  
 Root Beer  
 Rainbow  
 Silver Fox  
 Strawberry  
 Sweet Tart  
 Toxic Waste  
 Dill Pickle  
 Tiger Blood  
 Tutti Fruitti  
 Watermelon  
 Mario and Luigi  
 Cherry Cola  
 Leonardo  
 Spiderman

#### Extra's

Sour Spray-\$0.25  
 Dill Pickle Juice -\$0.25  
 Nerds-\$0.25  
 Bottle Water- \$0.50  
 Flavor Ice  
 Popsicles-\$0.25  
 Cream Topping -\$0.50





## Concession Menu

### Candy

Snickers  
Hersey Bars  
Reeses Cup  
Kit Kat  
M&M  
Ring Pops

### Snacks

Sunflower Seeds  
Pickles  
Chips  
Pop Corn  
Nachos  
Hot Dogs  
Nachos  
Pizza

### Drinks

Pepsi  
Mt. Dew  
Dr. Pepper  
Sprite  
Coca Cola  
Diet Pepsi  
Diet Dr.  
Pepper  
  
Diet Coke  
Powerade  
Gatoraid  
Bottled Water

### **LEASE AGREEMENT**

This Agreement ("Agreement") is made and entered into, and shall be deemed effective, as of the date it is executed by all undersigned parties, Lessor being the City of Glenpool, a municipal corporation, ("City" or "Lessor") and Lessee being Benjamin Smart, Managing Member of Bounce Smart OK, LLC d/b/a Bahama Ben's ("Lessee").

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

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

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

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

- a) Premises: Black Gold Park Concession Stand at 305 W. 144th Street, Glenpool, OK 74033, together with adjacent restrooms and unlimited usage of the adjacent parking lot
- b) Lessor: City of Glenpool
- c) Lessor's Address: 12205 S. Yukon Avenue, Glenpool, OK 74033  
Attn: Mr. Lynn Burrow  
Telephone: 918-322-5409  
Email: lburrow@cityofglenpool.com
- d) Lessee: Benjamin Smart
- e) Lessee's Address for Notice Purposes: 17255 S. 280 Rd. Morris, OK 74445  
Telephone: (918) 370-7596  
Email: bouncsmartok@gmail.com
- f) Effective Date: Date Agreement is approved and executed by both Lessor and Lessee, as noted below
- g) Commencement Date of Lease: August 21, 2017
- h) Expiration Date: October 31, 2017, unless extended pursuant to this Agreement
- i) Term of the Lease: Commencement Date through Expiration Date, as the latter may be amended according to the terms of this Agreement
- j) Rent: Payment of rent shall be waived for in-kind services described in section 3 of this Agreement.
- k) Renewal Terms: This Agreement may be renewed for one or more consecutive annual periods following the Expiration Date, subject to negotiations of the parties with no obligation created by this Agreement.

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

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

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

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

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

- a) Offering snack food items and soft drinks for sale to the public during the following operating hours:  
Monday – Friday, 12 p.m. – 8 p.m.  
Saturday – 11 p.m. – 8 p.m.  
Sunday – 12 p.m. – 6 p.m.
- b) Maintaining the general cleanliness and ensuring the operating order of all personal property and building fixtures in the concession stand, adjacent restrooms, parking lot and adjacent park grounds, provided that Lessor shall be responsible for all capital repairs as may become necessary during the term of the agreement;
- c) Lessor shall be responsible to provide to Lessee all required standard restroom supplies, such as paper products and soap necessary to facilitate and maintain existing restroom facilities, and Lessor shall perform any required capital maintenance needs, undertake all mowing operations and repair any damage to existing fixtures within the structure as may become necessary during the term of the agreement.

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

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

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

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

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

**Section 6. Insurance; Indemnification; and Release of claims**

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



any of its officers, agents, and employees, or jointly against Lessor and Lessee and/or their respective officers, agents, and employees, Lessee shall satisfy such judgment in its entirety.

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

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

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

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

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

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

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

**Section 11. Exclusivity.**

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

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

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

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

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

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

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

LESSOR: City of Glenpool

By: \_\_\_\_\_  
Timothy Lee Fox, Mayor Date \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_ [SEAL]  
Susan White, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Lowell Peterson, City Attorney

LESSEE: Bounce Smart OK, LLC d/b/a Bahama Ben's

By: \_\_\_\_\_  
Benjamin Smart, Managing Member

ACKNOWLEDGMENT

STATE OF OKLAHOMA

)

) SS.

COUNTY OF TULSA

)

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

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

\_\_\_\_\_  
Notary Public in and for the State of Oklahoma

My appointment expires: \_\_\_\_\_

**Attachments:**

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



**MEMORANDUM**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

**RE: CONSTRUCTION CONTRACT CHANGE ORDER REQUEST NO. 2: JE  
DIRT WURX, LLC – SOUTH COUNTY SOCCER COMPLEX PROJECT**

**DATE: AUGUST 29, 2017**

**BACKGROUND**

This item is for Council consideration and action regarding the review and approval of a construction contract change order request submitted by JE Dirt Wurx, LLC in the amount of \$4,250.00. This change order covers the additional costs incurred to repair the existing irrigation system serving the County Recreation Center grounds in multiple locations. The 'Record Drawings' of the irrigation piping provided by the Rec. Center management staff was in error and incomplete in several areas that were affected by the construction of project improvements serving the new soccer complex. The attached change order request includes a site plan that illustrates the various areas that required irrigation system repairs. The itemized cost of those additional repairs is also attached and totals \$2,450.00. The second part of Change Order Request No. 2 covers the additional cost to extend a certain existing drain line to connect the line into the newly installed storm sewer that pipes storm water from the southerly parking lot to the detention facility serving the overall project at the northwest corner of the site. This extension and connection was done to avoid overland discharge of drainage from the facility's swimming pool deck that would impact the playing fields and grounds maintenance after rain events and potentially cause soil erosion. The total cost of this drain line connection is \$1,800.00 yielding a total change order cost of \$4,250.00. Note that Change Order Request No. 2 also officially adds seventeen (17) weather related delay days to the contract duration which pushes the contractual project completion date to Sept. 29<sup>th</sup>, 2017.

**Recommendation:**

Staff recommends approval of Construction Change Order No. 2 that increases the current contract amount \$4250.00 resulting in a new total contract amount of \$1,260,560.00 and extends the contract duration fourteen (14) calendar days for an official contract completion date of September 29<sup>th</sup>, 2017.

**Attachments:**

A. Contract Change Order Request No. 2



August 15, 2017

City of Glenpool  
Mr. Lynn Burrow, Community Development  
P.O. Box 70  
Glenpool, OK 74033

Re: Change Order Two to Owner / Contractor Agreement  
Glenpool Soccer Complex  
Glenpool, Oklahoma

Dear Mr. Burrow,

This letter is to request City Council's approval of Change Order Two to the Owner / Contractor Agreement with JE Dirt Wurx, LLC for the Glenpool Soccer Complex project. Items included in this Change Order Request include:

1. Repair of existing irrigation system at various locations.

The locations are indicated on the attached sketch. It was discovered during construction that the irrigation system layout and zoning varied from the layout indicated on the original construction drawings.

This work is proposed in the amount of \$2,450.00.

2. Tie in swimming pool drain line to underground storm water drain line.

The existing swimming pool drain line was not indicated on the survey and was discovered once the pool was opened this summer. The drain currently discharges overflow water from the swimming pool onto the slope west of the pool and it then runs down the hill and across the new walking path. The proposed change would provide for an underground connection of the swimming pool drain line to the site drainage line installed as part of the Soccer Complex project.

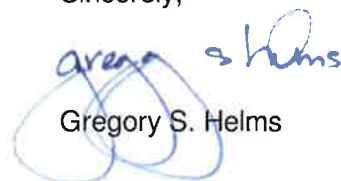
This work is proposed in the amount of \$1,800.00.

Additionally, this Change Order Request includes Seventeen weather days in accordance with the Owner / Contractor Agreement since the previous Change Order. The additional seventeen days extends the Project Completion Date to September 29, 2017. It is anticipated at this time that the project will be substantially complete by the first week in September.

Attached is the Proposed Change Order for Council's review. If approved, I will forward a signed copy for formal execution.

Please let me know if you have any questions about this Change Order Request.

Sincerely,



Gregory S. Helms

# AIA® Document G701™ – 2001

## Change Order

<b>PROJECT</b> (Name and address): City of Glenpool - Soccer Complex 13800 S. Peoria Ave. Glenpool, OK 74033	<b>CHANGE ORDER NUMBER:</b> 002 <b>DATE:</b> August 15, 2017	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address): JE Dirt Wurx, LLC 1206 SE 15th Wagoner, OK 74467	<b>ARCHITECT'S PROJECT NUMBER:</b> 16-00400 <b>CONTRACT DATE:</b> January 17, 2017 <b>CONTRACT FOR:</b> General Construction	

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Repair of existing irrigation system at various locations: \$2,450.00

Tie in existing swimming pool overflow drain line to new site stormwater drain line: \$1,800.00

The original Contract Sum was	\$	1,246,200.00
The net change by previously authorized Change Orders	\$	10,110.00
The Contract Sum prior to this Change Order was	\$	1,256,310.00
The Contract Sum will be increased by this Change Order in the amount of	\$	4,250.00
The new Contract Sum including this Change Order will be	\$	1,260,560.00

The Contract Time will be increased by Seventeen (17) days.

The date of Substantial Completion as of the date of this Change Order therefore is September 29, 2017

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>GSHELMS &amp; Associates, LLC</u> <b>ARCHITECT</b> (Firm name)  424 E. Main St. Jenks, OK 74037 <b>ADDRESS</b>	<u>JE Dirt Wurx, LLC</u> <b>CONTRACTOR</b> (Firm name)  1206 SE 15th Wagoner, OK 74467 <b>ADDRESS</b>	<u>City of Glenpool, OK</u> <b>OWNER</b> (Firm name)  12205 S. Yukon Ave. Glenpool, OK 74033 <b>ADDRESS</b>
<b>BY</b> (Signature)  Gregory S. Helms (Typed name)	<b>BY</b> (Signature)  Josh Eidson (Typed name)	<b>BY</b> (Signature)   (Typed name)
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

Tulsa Sod & Mulch, Inc.  
5630 S. 107th E. Ave.

# Invoice

Date	Invoice #
7/29/2017	15186

Tulsa, OK 74146

**TulsaSod.com**

Bill To	Ship To
Dirt Wurx, LLC .	Soccer Complex Glenpool, OK

Office Use	S.O. No.	P.O. No.	Terms	Project
	7316			

Item	Description	Ordered	Prev. Invoi...	Invoiced	Rate	Amount
irrigation	Irrigation repair: Used trackhoe to located the broken irrigation lines then repaired the irrigation lines. Replaced: (2) 1 1/2" valves (100 ft) 1" pvc pipe (120 ft) 2 1/2" pvc pipe (3) 90's (2) T's (2) Reducer 2 1/2" to 2" (2) Reducer 2" to 1" (6) 90's (4) T's (8) 1 1/2" couplings (20 ft) 1 1/2" pvc pipe We spent 2 full days on the repairs.	1	0	1	2,450.00	2,450.00

**Subtotal** \$2,450.00

**Sales Tax (8.517%)** \$0.00

**Total** \$2,450.00

**Payments/Credits** \$0.00

**Balance Due** \$2,450.00







# AIA<sup>®</sup> Document G701<sup>™</sup> – 2001

## Change Order

**PROJECT:** (Name and address)

South County Recreation Center

**TO CONTRACTOR:** (Name and address)

J.E. Dirt Wurx

~~CHANGE ORDER NUMBER: 004~~

**DATE:** 8/15/17

**ARCHITECT'S PROJECT NUMBER:**

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

OTHER ☒

**CONTRACT DATE:**

**CONTRACT FOR:** South County Recreation Center

The Contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

Add underground drain pipe to tie the pool drain into the storm sewer system

Sod and Materials - \$700

Equipment and Labor - \$1100

Total - \$1800

The original Contract Sum was \$ 1,246,200

The net change by previously authorized Change Orders \$ 12,560

The Contract Sum prior to this Change Order was \$ 1,258,760

The Contract Sum will be increased by this Change Order in the amount of \$ 1,800

The new Contract Sum, including this Change Order, will be \$ 1,260,560

The Contract Time will be increased by 5 days

The date of Substantial Completion as of the date of this Change Order, therefore, is

(NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Helms and Associates

ARCHITECT (Firm name)

J.E. Dirt Wurx

CONTRACTOR (Firm name)

City of Glenpool

OWNER (Firm name)

ADDRESS

ADDRESS

ADDRESS

BY (Signature)

BY (Signature)

BY (Signature)

(Typed name)

(Typed name)

(Typed name)

DATE

DATE

DATE

**NOTICE  
GLENPOOL INDUSTRIAL AUTHORITY  
SPECIAL MEETING**

A Special Session of the Glenpool Industrial Authority will begin at 6:00 p.m. immediately following the Glenpool City Council meeting, Monday, August 21, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon, 3<sup>rd</sup> Floor, Glenpool, Oklahoma.

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

**AGENDA**

- A) Call to Order.
- B) Roll call, declaration of quorum.
- C) Scheduled Business.
  - 1) Discussion and possible action to approve proposal from Dewberry Water Works for third lake fountain replacement, at a cost not to exceed \$ 11,164.00.  
(Lea Ann Reed, Conference Center Director)
  - 2) Discussion and possible action to approve a supplemental appropriation in the Glenpool Industrial Authority Fund, Conference Center Department to the FY 2018 Budget, Account # 30-6-01-6273, in the amount of \$ 11,164.00 for the replacement of one fountain, funded by unrestricted assets.  
(Lea Ann Reed, Conference Center Director)
- D) Adjournment.

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

Signed: \_\_\_\_\_  
City Clerk



Glenpool Conference Center  
12205 S. Yukon Ave.  
PO Box 70  
Glenpool, OK 74033

**MEMORANDUM**

**TO:** HONORABLE MAYOR AND CITY COUNCILORS  
**FROM:** LEA ANN REED, CONFERENCE CENTER DIRECTOR  
**DATE:** AUGUST 21, 2017  
**SUBJECT:** LAKE FOUNTAIN REPLACEMENT PROPOSAL

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**Background:**

During my presentation at the last council meeting, the council had asked about the cost of adding the third fountain to the quote. Russ Dewberry with Dewberry Water Works told council that bundling the fountains together would result in a 5% savings which would save almost \$3,000. This fountain will be located on the south end of the lake and will be identical to the one approved for the north end.

In the previous meeting, you approved the middle and north fountains in the amount of \$29,235.00. At council request, Mr. Dewberry agreed to a 5% discount on three fountains. Total job invoiced with the discount will be in the amount of \$40,398.75. The cost for the third fountain is \$12,625.50 which also reflects the 5% discount. The fountain replacement project was not considered in the FY 2017/2018 Annual Budget. With your approval, a budget amendment will follow.

**Staff Recommendation:**

Staff recommends approval of the attached proposal from Dewberry Water Works to include the third fountain in the amount of \$12,625.50 which includes the turn key installation of the south lake fountain.

**Attachment:**

Dewberry Water Works Original Proposal  
Dewberry Water Works Amended Proposal Reflecting Discount



[dewberrywaterworks@gmail.com](mailto:dewberrywaterworks@gmail.com)

[dewberrywaterworks.com](http://dewberrywaterworks.com)

Cell: (918) 851-2729

## **AQUAMASTER FOUNTAIN QUOTE**

**Aquamaster Fountain Quote**  
**5 HP W/ LED - RGBW Option**

Customer: City of Glenpool  
Property: Conference Center  
Email: [cwallen@cityofglenpool.com](mailto:cwallen@cityofglenpool.com)  
Date: 6/20/17

Turn Key installation of one (1) 5 HP Aquamaster Master Series floating fountain/aerator. Includes: Low profile float, stainless steel Intake screen, stainless steel power unit (motor), underwater aqua lock connector, SOOW cable for the lights and the motor, a UL Listed control panel with digital timers for the motor and the light kit (please see options) and a Crystal Geyser nozzle.

***Turn Key Installed with 4 - 35 watt White LED \$13,290.00***

***Turn Key Installed with 4 - 40 watt RGBW LED \$15,945.00***

### ***Notes & Specs:***

5 HP: 208-240 three phase: approximate amperage draw = 18 amps (also available in 440-480 3 phase same price)

LED White; 4 - 35 watt each White LED fixtures, 40,000 hour average

RGBW; 4 - 40 watt each color changing LED fixtures, 40,000 hour average life, preset controller with different color programs, IE: Christmas (red white green) 4th of July (red white blue) Mardi Gras (green white purple) - there are over 15 preset color combos and It is programmable to match any color of your choosing, you can also adjust the intensity of the color and speed at which they change Colors.

Warranty info: Motor = 5 years / LED lights = 3 years / Control panel = 3 years

***I suggest going with a 5 HP and NOT a 7.5 HP - the 5 HP is serviceable by one man and can be removed from water and Disassembled in less than 30 minutes, the motor is around 98 pounds and can be shipped via UPS.***

***Payment terms: Full payment at time of installation. Lead time from factory is 7-10 business days.***

***Quote includes freight and labor to install. We just installed this same unit at Honor Heights Park in Muskogee 3 weeks ago.***





dewberrywaterworks@gmail.com

dewberrywaterworks.com

Cell: (918) 851-2729

## **AQUAMASTER FOUNTAIN QUOTE**

Aquamaster Fountain Quote

5 HP W/ LED - RGBW Option

Customer: City of Glenpool  
Property: Conference Center  
Email: [lreed@cityofglenpool.com](mailto:lreed@cityofglenpool.com)  
Date: 8/16/17

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*Turn key installation of one (1) 5 HP Aquamaster Master Series Floating Fountain. Includes: Low profile float, stainless steel Intake screen, stainless steel power unit, underwater aqua lock connector, SOOW cable for the lights and the motor, a UL listed Control panel with digital timers for the motor and the lights.*

**Turn Key Installation of 1 - 5 HP Unit \$12,625.50**

*This price reflects a 5% discount, other two fountains on separate quote.*

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### **Notes & Specs:**

*5 HP: 208-240 single phase: approximate amperage draw = 27 amps*

*LED White; 4 - 35 watt each White LED fixtures, 40,000 hour average*

*This quote does not include removal of existing fountain(s) this work to be completed by others, installation of control panel to be done By others.*

***Quote includes 175 linear feet of wire for each unit, please advise before ordering if additional wire will be needed.***

*Warranty info: Motor = 5 years / LED lights = 3 years / Control panel = 3 years*

***I suggest going with a 5 HP and NOT a 7.5 HP - the 5 HP is serviceable by one man and can be removed from water and Disassembled in less than 30 minutes, the motor is around 98 pounds and can be shipped via UPS.***

***Payment terms: Full payment at time of installation. Lead time from factory is 7-10 business days.***

***Quote includes freight and labor to install.***

---



[dewberrywaterworks@gmail.com](mailto:dewberrywaterworks@gmail.com)

[dewberrywaterworks.com](http://dewberrywaterworks.com)

Cell: (918) 851-2729

## **AQUAMASTER FOUNTAIN QUOTE**

**Aquamaster Fountain Quote**

**5 HP W/ LED - RGBW Option**

Customer: City of Glenpool  
Property: Conference Center  
Email: [lreed@cityofglenpool.com](mailto:lreed@cityofglenpool.com)  
Date: 7/18/17

---

Turn key installation of three (3) 5 HP Aquamaster Master Series Floating Fountains. Includes: Low profile float, stainless steel Intake screen, stainless steel power unit, underwater aqua lock connector, SOOW cable for the lights and the motor, a UL listed Control panel with digital timers for the motor and the lights. Nozzle and Light options listed below.

**Units 1 & 2 equipped with 4 - 35 watt each WHITE Led lights and Crown and Geyser nozzles.**

**Unit 3 (middle unit) equipped with 4 - 40 watt each RGBW Led lights and Crystal Geyser nozzle.**

**Turn Key Installation of 3 - 5 HP Units \$40,398.75**

*Pricing reflects a volume discount of 5% must purchase all 3 units at same time to receive volume discount.*

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### **Notes & Specs:**

5 HP: 208-240 three phase: approximate amperage draw = 18 amps (also available in 440-480 3 phase same price)

LED White; 4 - 35 watt each White LED fixtures, 40,000 hour average

RGBW; 4 - 40 watt each color changing LED fixtures, 40,000 hour average life, preset controller with different color programs, IE: Christmas (red white green) 4th of July (red white blue) Mardi Gras (green white purple) - there are over 15 preset color combos and it is programmable to match any color of your choosing, you can also adjust the intensity of the color and speed at which they change Colors.

**Quote includes 175 linear feet of wire for each unit, please advise before ordering if additional wire will be needed.**

Warranty info: Motor = 5 years / LED lights = 3 years / Control panel = 3 years

**I suggest going with a 5 HP and NOT a 7.5 HP - the 5 HP is serviceable by one man and can be removed from water and Disassembled in less than 30 minutes, the motor is around 98 pounds and can be shipped via UPS.**

**Payment terms: Full payment at time of installation. Lead time from factory is 7-10 business days.**

**Quote includes freight and labor to install.**

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To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL  
From: Julie Casteen, Finance Director  
Date: August 16, 2017  
Subject: Supplemental Appropriation – Glenpool Industrial Authority Fund

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Background:

The \$11,164 cost of the third lake fountain replacement was not included in the FY17-18 Adopted Budget. A supplemental appropriation is needed to fund the project.

Staff Recommendation

Staff recommends the following Council action:

- Motion to approve a Supplemental Appropriation in the Glenpool Industrial Authority Fund, Conference Center Department, in the amount of \$11,164, account number 30-6-01-6273, for the replacement of two fountains, funded by unrestricted net assets.

	SOURCE		USE
<b>Glenpool Industrial Authority Fund</b>			
Unrestricted net assets	\$11,164		
Conference Center Department:			
Maintenance and Repairs, account 30-6-01-6273			\$ 11,164

Attachments

None