

**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 17, 2015, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

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

AGENDA

- A) Call to Order - Tim Fox, Mayor**
- B) Roll call, declaration of quorum – Susan White, City Clerk; Tim Fox, Mayor**
- C) Invocation**
- D) Pledge of Allegiance – Tim Fox, Mayor**
- E) City Manager Report – Roger Kolman, City Manager**
- F) Mayor Report – Tim Fox, Mayor**
- G) Council Comments**
- H) Public Comments**
- I) Presentation of a Community Service Award to Katrina Stevens – Tim Fox, Mayor**
- J) Scheduled Business**
 - 1) Discussion and possible action to approve minutes from August 3, 2015 meeting.**
 - 2) Discussion and possible action to adopt Ordinance No. 708, An Ordinance Amending Ordinance No. 458, By Rezoning Certain Property Described Herein From Agriculture (AG) To Commercial General (CG), As Recommended By The Planning Commission Under Application GZ-247; And Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith.
(Rick Malone, City Planner)**
 - 3) Discussion and possible action to adopt Ordinance No. 709, An Ordinance Amending Ordinance No. 458, By Rezoning Certain Property Described Herein From Agriculture (AG) To Commercial General (CG), As Recommended By The Planning Commission Under Application GZ-248; And Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith.
(Rick Malone, City Planner)**
 - 4) Discussion and possible action to adopt Ordinance No. 710, An Ordinance Amending Ordinance No. 458, By Rezoning Certain Property Described Herein From Agriculture (AG) To Industrial Light Manufacturing And Research And Development District (IL), As Recommended By The**

Planning Commission Under Application GZ-249; And Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith.

(Rick Malone, City Planner)

- 5) Discussion and possible action to approve Resolution No. 15-08-02, A Resolution Of The City Council Of The City Of Glenpool Amending The FY 2015-2016 General Fund Budget, To Recognize Receipt Of \$185,600 In Lease Proceeds And Make Supplemental Appropriations Of \$185,600 In Capital Expenditures And Lease Expense For The Purpose Of Acquiring Five Police Vehicles Pursuant To The Lease Purchase Agreement With Oklahoma State Bank Approved By Resolution No. 15-08-01, Adopted By The City Council On August 3, 2015.
(Julie Casteen, Finance Director)
- 6) Discussion and possible action to approve Addendum 8 to the 2008 Master Services Agreement between the City of Glenpool, the Regional 9-1-1 Board, and Southwestern Bell Telephone, d/b/a A T & T Oklahoma.
(Lowell Peterson, City Attorney)
- 7) Discussion and possible action to approve a Professional Services Contract with Crossroads Communications, LLC pertaining to economic development consulting services for FY 2015-2016.
(Roger Kolman, City Manager)
- 8) Discussion and possible action to approve a Professional Services Contract with Retail Attractions, LLC pertaining to economic development consulting services for FY 2015-2016.
(Roger Kolman, City Manager)
- 9) Discussion and possible action to approve a Memorandum of Understanding between the Indian Nations Council of Governments and the City of Glenpool pertaining to the maintenance of the 9-1-1 electronic map street layer and the master street and address guide.
(Roger Kolman, City Manager)
- 10) 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 Code of Ethics and Policy Statement for Elected and Appointed Officials of the City of Glenpool.
(Tim Fox, Mayor)
- 11) Discussion and possible action to enter into Executive Session.
(Tim Fox, Mayor)
- 12) 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.
(Lowell Peterson, City Attorney)
- 13) Discussion and possible action to reconvene in Regular Session.

K) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____, 2015 at _____am/pm.

Signed: _____
City Clerk

MINUTES

CITY COUNCIL MEETING

August 3, 2015

The Regular Session of the Glenpool City Council was held at 6:00 p.m., Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present: Jennifer Ballew; Momodou Ceesay; Tim Fox; Patricia Agee and Brandon Kearns.

Staff present: Roger Kolman, City Manager; Lowell Peterson, City Attorney; Susan White, City Clerk; Julie Casteen, Finance Director; Lynn Burrow, Community Development Director; Rick Malone, City Planner; Dennis Waller, Police Chief and Paul Newton, Fire Chief. Lee Ann Reed, Conference Center Director was absent.

- A) Mayor Fox called the meeting to order at 6:00 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Jason Yarbrough, Pastor at Glenpool First Baptist Church offered the Invocation.**
- D) Mayor Fox led the Pledge of Allegiance.**
- E) Glenpool Conference Center Report – Lea Ann Reed**

Roger Kolman, City Manager gave the Report in Mrs. Reed's absence. Mr. Kolman presented a recap of July activities and events, as well as publicizing upcoming events.

- F) Community Development Report – Lynn Burrow, Community Development Director**

Lynn Burrow, Community Development Director updated the City Council on the following: City/Public Related Activities and Projects; Glenpool Vision 2025 Projects; On-Going Private Development and/or Building Projects; and Current Planning Department and Planning Commission Activity.

- G) City Manager Report – Roger Kolman, City Manager**

Mr. Kolman reminded City Council and the audience that school starts August 19 and cautioned everyone to be attentive to children in crosswalks and other public areas.

- H) Mayor Report – Tim Fox, Mayor**

Mayor Fox announced the upcoming Public Safety Days, slated for October 24.

Mayor Fox reported that he had attended Summer Jam at the Glenpool Conference Center on Saturday. The event was well attended and well organized. The event staff heralded the praise of Mrs. Reed, Glenpool Conference Center Director and her staff.

I) Council Comments

Vice-Mayor Ceesay reminded the audience that Tulsa County will oversee two street remediation projects located on Elwood Ave from 151st Street to 171st Street, and on 171st Street from US Highway 75 to Lewis Ave. Projects should be underway.

J) Public Comments

None

K) Scheduled Business

1) Discussion and possible action to approve minutes from July 20, 2015 meeting.

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

FOR: Councilor Ballew; Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns

AGAINST: None

Motion carried.

2) Discussion and possible action to adopt Ordinance No. 705, Amending The Employee Retirement System, Defined Contribution Plan For The Position Of City Manager For The City Of Glenpool, Oklahoma And Making Such Other Changes In The Administration, Management, And Investment Of The Applicable Part Of The Oklahoma Municipal Retirement Fund As Are Consistent Therewith And As Mandated By The Internal Revenue Code.

Susan White, City Clerk presented Ordinance No. 705, described changes to the Plan Document and Joinder Agreement and recommended approval. She explained Items 2-4 represent the same action for each Glenpool DC Plan.

MOTION: Councilor Agee moved, second by Vice Mayor Ceesay to adopt Ordinance No. 705 as presented.

FOR: Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns; Councilor Ballew

AGAINST: None

Motion carried.

3) Discussion and possible action to adopt Ordinance No. 706, Amending The Employee Retirement System, Defined Contribution Plan For The Position Of Assistant City Manager For The City Of Glenpool, Oklahoma And Making Such Other Changes In The Administration, Management, And Investment Of The Applicable Part Of The Oklahoma Municipal Retirement Fund As Are Consistent Therewith And As Mandated By The Internal Revenue Code.

MOTION: Councilor Agee moved, second by Vice Mayor Ceesay to adopt Ordinance No. 706 as presented.

FOR: Mayor Fox; Councilor Agee; Councilor Kearns; Councilor Ballew; Vice-Mayor Ceesay

AGAINST: None

Motion carried.

4) Discussion and possible action to adopt Ordinance No. 707, Amending The Employee Retirement System, Defined Contribution Plan For The City Of Glenpool & Glenpool

Utility Service Authority, Oklahoma And Making Such Other Changes In The Administration, Management, And Investment Of The Applicable Part Of The Oklahoma Municipal Retirement Fund As Are Consistent Therewith And As Mandated By The Internal Revenue Code.

MOTION: Councilor Agee moved, second by Vice Mayor Ceesay to adopt Ordinance No. 707 as presented.

FOR: Councilor Agee; Councilor Kearns; Councilor Ballew; Vice-Mayor Ceesay; Mayor Fox

AGAINST: None

Motion carried.

5) Discussion and possible action to approve/deny Tort Claim No. 200504-ME, Claimants Yesenia Marquez-Murray and Paul Murray.

Mr. Lowell Peterson recommended concurring with the recommendation to deny from OMAG, asserting consistency in Oklahoma law to find no liability of the City for damages associated with sanitary sewer, unless the City was given prior notice of a defect or problem with the sewer line. None was given. Additionally, documented evidence was presented by city staff that the clean-out cap was missing which allowed for infiltration.

MOTION: Councilor Kearns moved, second by Councilor Agee to deny Tort Claim No. 200504-ME as recommended by OMAG.

FOR: Councilor Kearns; Councilor Ballew; Vice-Mayor Ceesay; Mayor Fox; Councilor Agee

AGAINST: None

Motion carried.

6) Discussion and possible action on a lease agreement between the City of Glenpool and Glenpool Youth Football, Inc. for the use of Morris Park for sport activities from July 1, 2015 through December 31, 2015; and from July 1, 2016 through December 31, 2016.

Lynn Burrow, Community Development Director presented a lease agreement between the City and Glenpool Youth Football, Inc. and recommended approval.

MOTION: Councilor Agee moved, second by Councilor Kearns to approve the Agreement as presented.

FOR: Councilor Ballew; Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns

Motion carried.

7) Discussion and possible action on Resolution No. 15-08-01 of the City of Glenpool, "Resolution authorizing the City of Glenpool to enter into a certain vehicle lease-purchase agreement by and between Oklahoma State Bank as the Lessor and City of Glenpool as the Lessee, for the acquisition of certain identified Ford Police Interceptor vehicles from Bob Hurley Ford."

Julie Casteen, Finance Director presented Resolution No. 15-08-01 for approval. The Resolution authorizes the City to enter into a vehicle lease-purchase agreement with Oklahoma State Bank to acquire five Ford Interceptor Utility vehicles from Bob Hurley Ford.

MOTION: Councilor Kearns moved, second by Councilor Agee to approve Resolution No. 15-08-01; authorize the purchase of listed vehicles; and authorize the City Manager or his designee to finalize and execute the leasing agreement and other actions related to the purchase.

FOR: Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns; Councilor Ballew

AGAINST: None

Motion carried.

8) Discussion and possible action to declare surplus two vehicles, 2003 Ford Crown Vic, VIN 2FAFP71W33X176408 (First Responder); and 1999 Dodge Ram Truck, VIN 3B7HF13ZXXG241457 (Fire Dept).

Roger Kolman, City Manager requested approval to declare surplus two vehicles. He clarified the City no longer needs the vehicles and further stated that upon declaration of surplus, the vehicles would be entered on the public surplus website for sale.

MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to declare surplus vehicles listed and authorize sale of vehicles.

FOR: Mayor Fox; Councilor Agee; Councilor Kearns; Councilor Ballew; Vice-Mayor Ceesay

AGAINST: None

Motion carried.

L) Adjournment.

- Meeting was adjourned at 6:45 p.m.

Date

Mayor

ATTEST:

City Clerk

TO: GLENPOOL CITY COUNCIL

FROM: RICK MALONE, CITY PLANNER

RE: GZ-247: Request from Sandra Licciardello to rezone her property containing 5.97 acres ± located approximately 475 feet north of the northeast corner of 201st Street and Highway 75 from AG (Agriculture) to CG (Commercial General).

DATE: August 17th, 2015

Background:

- This owner had previously requested the subject tract be annexed into the city limits of Glenpool and the City Council approved this request on June 15th, 2015.
- The proposed use for this property is to allow automobile sales (Use Unit 17 Automotive & Allied Activities) which is allowed by right in a CG zoning district.
- This rezoning request was approved by the Planning Commission on August 10, 2015. If it is approved by the City Council, all rezoning cases are subject to a platting requirement (section 11-4-9) as a new subdivision.
- Any commercial tract requires the submittal and successful review of an application for Site Plan review by the Planning Commission.

Comprehensive Plan:

The Glenpool 2030 Comprehensive Plan provides the basis for the City's zoning policies and this property is designated as: US 75 Corridor District which designates the east side of US 75 for Commercial Uses.

Access:

The property currently has an existing access point from US 75 on the northern end of the tract.

Services:

The property gets its water from Rural Water District #6 and they currently have a septic tank. The developer may be required to extend utility services to this site if this property is further developed.

Surrounding Land Uses:

The subject property is vacant and zoned AG and is abutted by the following:

- NORTH: By mostly vacant AG (Agriculture) zoned property outside the city limits of Glenpool.
- EAST: By mostly vacant land with a single family residence zoned AG (Tulsa County)
- SOUTH: By a single family residence and associated out buildings zoned AG (Tulsa County)
- WEST: By US 75 right of way and by vacant land zoned AG (Agriculture).

Staff Recommendation:

The staff recommends approval of rezoning of this 5.97 acre tract from AG (Agriculture) to CG (Commercial General) zoning as it is consistent with the 2030 Glenpool Comprehensive Plan and current zoning patterns.

Planning Commission Recommendation:

The Glenpool Planning Commission met on 8/10/15 and after review voted 4-0 to recommend to the Glenpool City Council approval to rezoning request GZ-247 from AG (Agriculture) to CG (Commercial General).

Attachments:

1. Case Map
2. 2030 Comp Plan map

ORDINANCE NO. 708

AN ORDINANCE AMENDING ORDINANCE NO. 458, BY REZONING CERTAIN PROPERTY DESCRIBED HEREIN FROM AGRICULTURE (AG) TO COMMERCIAL GENERAL (CG), AS RECOMMENDED BY THE PLANNING COMMISSION UNDER APPLICATION GZ-247; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith

WHEREAS, the City of Glenpool Planning Commission has reviewed Application GZ-247 for a rezone of the property described herein and found that the proposed zone change is consistent with the Glenpool Comprehensive Plan and current zoning patterns; and

WHEREAS, the City Council has reviewed the Application and considered the comments of staff, and has concluded that the Council agrees with the recommendation of the Planning Commission.

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

SECTION 1: That the zoning classification of the following described property situated in the City of Glenpool, Tulsa County, State of Oklahoma, *to wit*:

This property is described as follows:

THE WEST 423 FEET OF THE SW/4 OF THE SW/4 LESS THE SOUTH 520 FEET THEREOF & LESS ROAD IN SECTION ELEVEN (11) TOWNSHIP SIXTEEN (16) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE US GOVERNMENT SURVEY THEREOF.

Be amended from AG (Agricultural) to CG (Commercial General).

SECTION 2: That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

PASSED AND APPROVED by the City Council of the City of Glenpool this 17th day of August 2015.

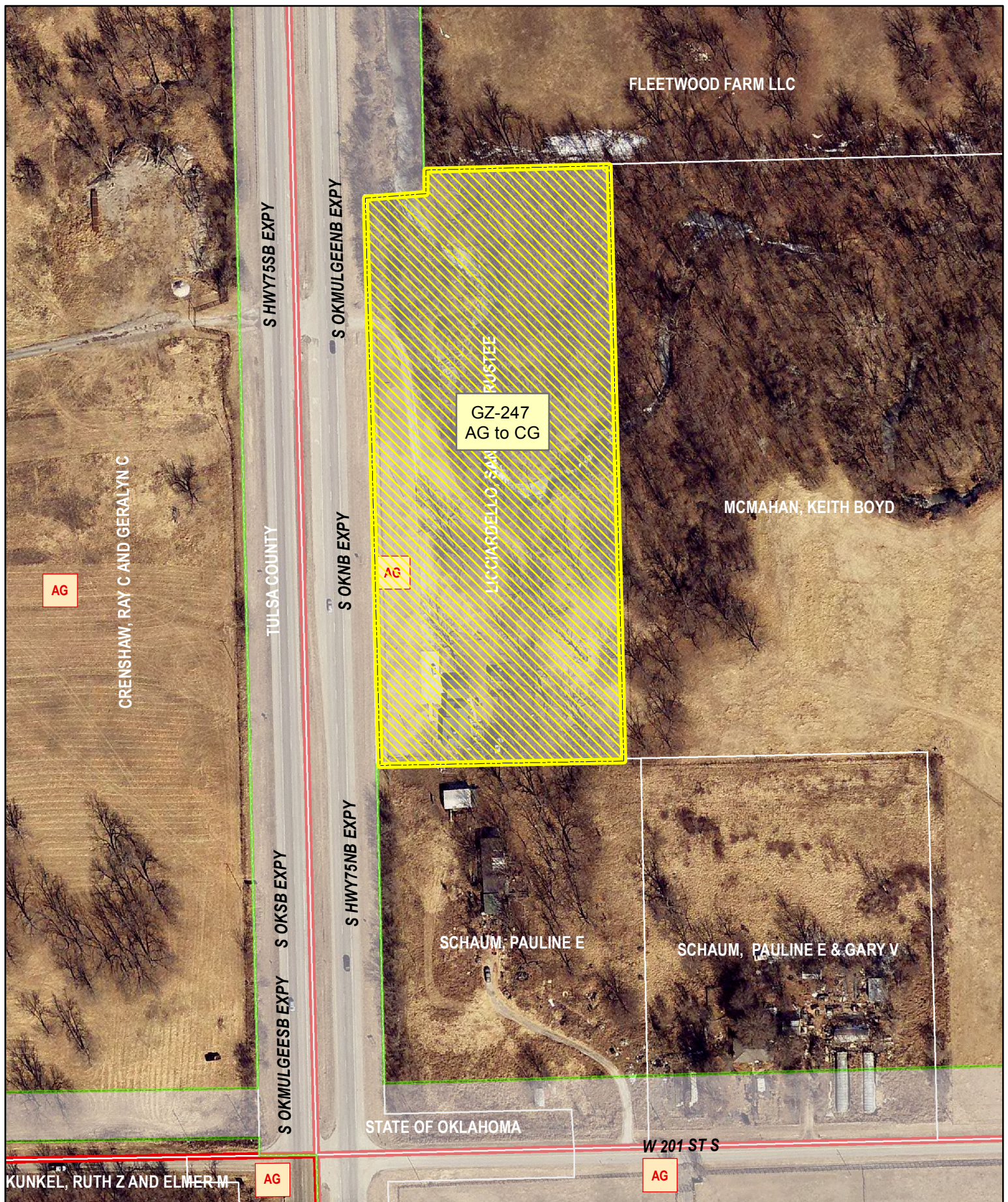
Timothy Lee Fox, Mayor

Attest:

Susan White, City Clerk

Approved as to Form:

Lowell Peterson, City Attorney





GLENPOOL COMMUNITY DEVELOPMENT DEPARTMENT

[] PUD [] PUD AMENDMENT

12205 S. Yukon Ave, 2nd Floor - Glenpool, Oklahoma 74033 - (918) 209-4610 - Fax (918) 209-4611

www.glenpoolonline.com

APPLICATION INFORMATION

RECEIVED BY: RAM DATE FILED: 6/17/15 TAC DATE: _____ HEARING DATE: _____ CASE NUMBER GZ-247

[] RES ☒ NON-RES [] COMBO RELATED ZONING OR PUD #: _____ BUILDING PERMIT APPLICATION NUMBER _____

NEIGHBORHOOD ASSOCIATIONS: _____

SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: North of NE/corner of 201st Street & US 75 TRACT SIZE: 5.97

LEGAL DESCRIPTION: The West 423 feet of the SW/4, SW/4 LESS the South 520 feet thereof, & Less Rd in Section Eleven (11), Township Sixteen (16) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the US Government Survey thereof.

PRESENT USE: Residential PRESENT ZONING AG S-T-R 11-16-12

INFORMATION ABOUT YOUR PROPOSAL

PROPOSED NEW ZONING: CG DEV. AREAS AFFECTED BY PUD AMENDMENT: _____ PUD PROPOSAL ATTACHED [] Y ☒ N

PROPOSED USE: Automobile Sales NATURE OF PUD AMENDMENT: _____

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME <u>Same</u>	NAME <u>Sandra Licciardello</u>
ADDRESS	ADDRESS <u>1524 W. 201st Street</u>
CITY, ST, ZIP	CITY, ST, ZIP <u>Mounds, Ok 74047</u>
DAYTIME PHONE	DAYTIME PHONE <u>(918) 852-9602</u>
EMAIL	EMAIL <u>sliccidarello@cbtulsa.com</u>
FAX	FAX <u>(918) 388-8560</u>
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.	
SIGNATURE & DATE: _____	

DOES OWNER CONSENT TO THIS APPLICATION ☒ Y [] N. WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? Same

APPLICATION FEES				
BASE APPLICATION FEE	\$			300.00
ADDITIONAL FEE	\$		APPLICATION SUBTOTAL	\$
NEWSPAPER PUBLICATION	BILLED LATER			
SIGNS	\$50.00 X <u>1</u> =	\$ <u>\$50.00</u>		\$50.00
300' PROPERTY OWNERS MAILING & POSTAGE	1.00 + \$ <u>7</u> =	\$ <u>\$7.00</u>	NOTICE SUBTOTAL	\$ <u>\$7.00</u>
RECEIPT NUMBER:			TOTAL AMOUNT DUE	\$ <u>\$357.00</u>

APPLICATION FEES IN WHOLE OR PART WILL NOT BE REFUNDED AFTER NOTIFICATION HAS BEEN GIVEN.

DISPOSITION

PC REC.	COUNCIL ACTION
	DATE/VOTE
DATE/VOTE	ORDINANCE NO.
PLAT NAME	PLAT WAIVER [] Y [] N



THE GLENPOOL

2030 PLAN

CORRIDORS

Corridors are defined as specific areas located along a major transportation corridor that contain major employment and region serving functions in concert with a relatively high residential base. Corridor development proposals must demonstrate consideration of abutting and adjacent planned and existing uses, which in some cases, may be medium or even low intensity.

- Developed areas including those that are more intense in nature, which should have high exposure and convenient access to high-speed metropolitan transportation facilities.
- Multifunctional grouping of land uses which are interrelated by internal vehicular and pedestrian traffic systems, and connected ultimately to a metropolitan-wide transit system.
- Corridor collector streets should have appropriate access to primary and secondary arterial streets. All tracts within Corridors should have access to corridor collector streets.
- Within Corridors, all development should incorporate frontage roads, setbacks, buffering between uses, and other separations to be compatible with Low Intensity development that is present or planned in abutting or adjacent areas.
- The portion of the US-75 expressway corridor that has been designated for special planning consideration is the US-75 Corridor from 151st Street (SH-67) to 201st Street as well as SH-67 (151st Street) from 33rd West Avenue East to Lewis Avenue.
- Corridors along US-75 and along SH-67: In accordance with the criteria outlined above, the major corridors for transportation and development in Glenpool are located along US-75 from 151st Street (SH-67) on the north to 201st Street on the south and along SH-67 (151st Street) from 33rd West Avenue on the west and Lewis Avenue on the east.
- Access to and from the highway and across the highway will be allowed only in accordance with federal and state standards;
- All development in this Corridor is strongly encouraged to dedicate and construct frontage roads simultaneously with development.
- Lands located east of the US-75 Corridor are planned for Low Intensity uses with Medium Intensity Type 3 Activity Centers (20 acres per corner) located at the intersections of the east/west arterial with US-75 and north/south arterials with US-67. Development proposals for Medium Intensity Commercial development outside of planned Activity Centers shall encourage submittal of a PUD, to access requirements for ingress and egress, frontage roads, buffering and setbacks from lesser intense uses

PROTOTYPE CORRIDOR AND
COLLECTOR STREET SYSTEM
FIGURE 3

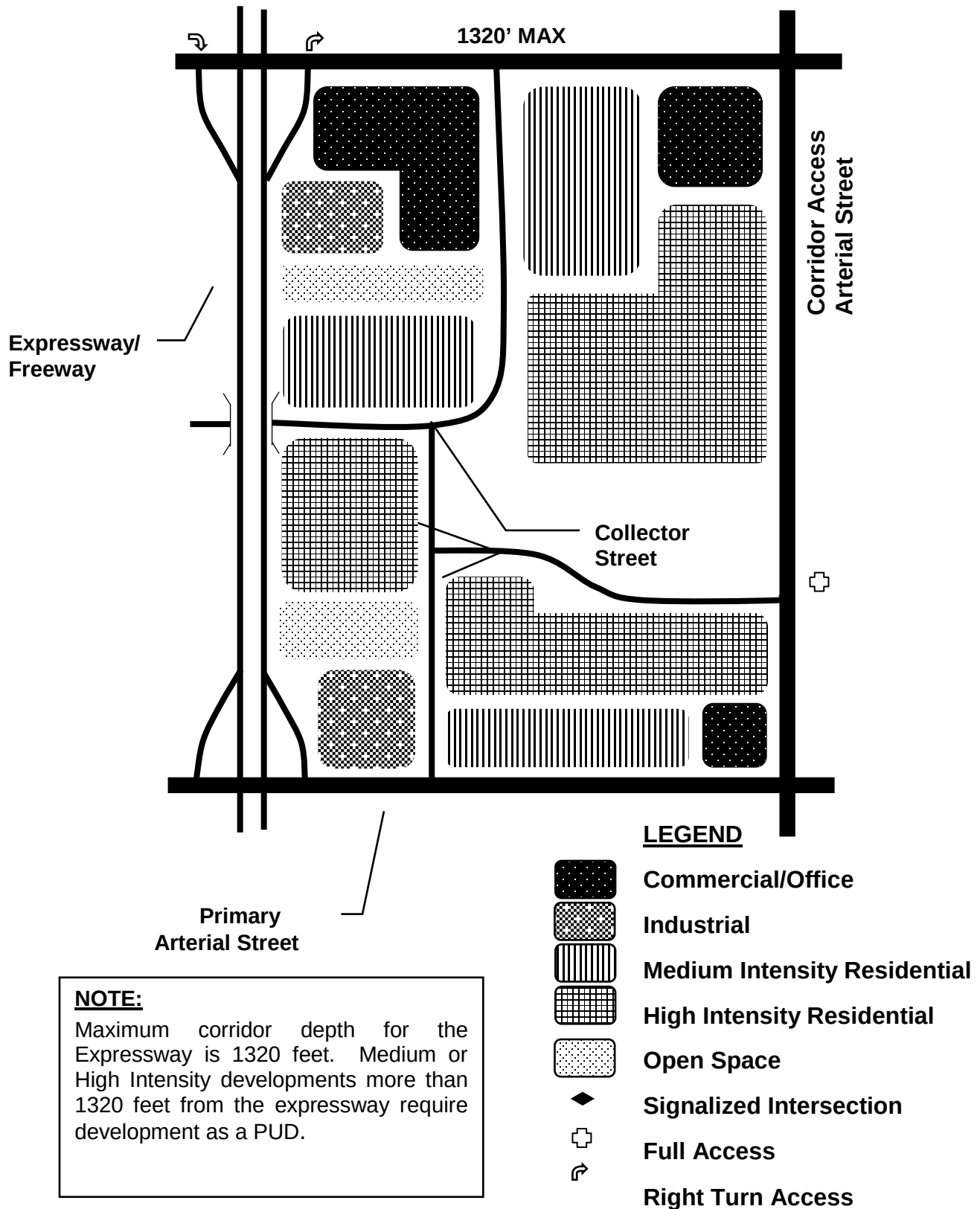
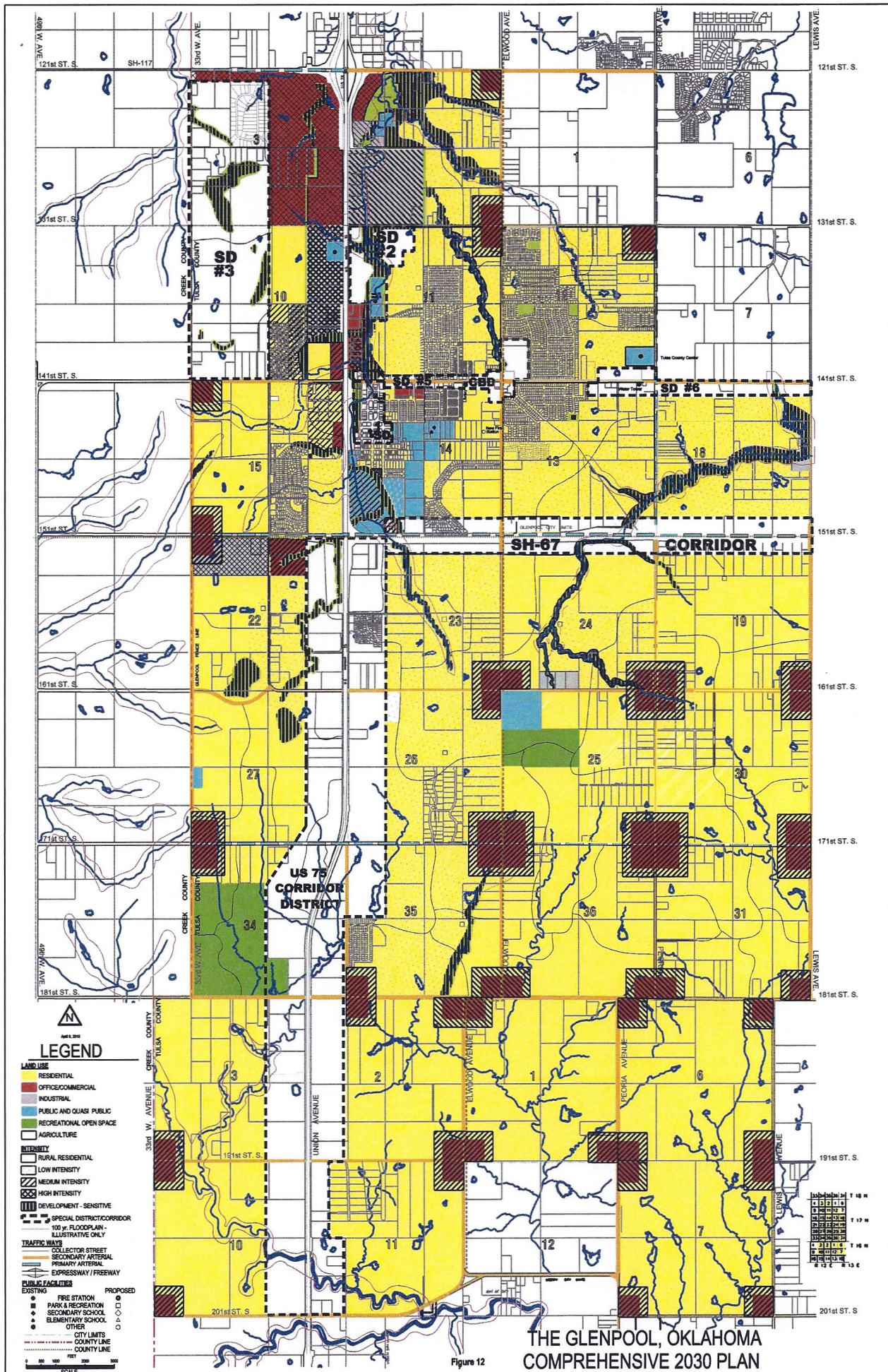


Figure 12



TO: GLENPOOL CITY COUNCIL

FROM: RICK MALONE, CITY PLANNER

RE: GZ-248: Request from Sandra Licciardello to rezone her property located at the southeast corner of 201st Street and Highway 75 from AG (Agriculture) to CG (Commercial General).

DATE: August 17th, 2015

Background:

- This property is the southernmost property inside the city limits of Glenpool.
- This owner had previously requested the subject tract be annexed into the city limits of Glenpool and the City Council approved this request on March 3rd, 1987.
- The proposed use for this property is nonspecific commercial.
- This rezoning request was approved by the Planning Commission on August 10, 2015. If it is approved by the City Council, all rezoning cases are subject to a platting requirement (section 11-4-9) as a new subdivision.
- Any commercial tract requires the submittal and successful review of an application for Site Plan review by the Planning Commission.
- This property is development sensitive because of the existing flooding issues. (See attached FEMA Map)

Comprehensive Plan:

The Glenpool 2030 Comprehensive Plan provides the basis for the City's zoning policies and this property is designated as: US 75 Corridor District which designates the east side of US 75 for Commercial Uses.

Access:

The property currently has an access to 201st Street.

Services:

The property gets its water from Rural Water District #6 and they currently have a septic tank. The developer may be required to extend utility services to this site if this property is further developed.

Surrounding Land Uses:

The subject property is vacant and zoned AG and is abutted by the following:

- NORTH: By three single family residences but mostly vacant zoned AG (Tulsa County)
- EAST: By mostly vacant land with a single family residence zoned AG (Tulsa County)
- SOUTH: By two single family residences and associated out buildings zoned AG (Tulsa County)
- WEST: By US 75 right of way and by mostly vacant land zoned AG (Agriculture) with scattered single family residences.

Staff Recommendation:

The staff recommends approval of rezoning of this tract from AG (Agriculture) to CG (Commercial General) zoning as it is consistent with the 2030 Glenpool Comprehensive Plan and current zoning patterns.

Planning Commission Recommendation:

The Glenpool Planning Commission met on 8/10/15 and after review voted 4-0 to recommend to the Glenpool City Council approval to rezoning request GZ-248 from AG (Agriculture) to CG (Commercial General).

Attachments:

1. Case Map
2. 2030 Comp Plan map

ORDINANCE NO. 709

AN ORDINANCE AMENDING ORDINANCE NO. 458, BY REZONING CERTAIN PROPERTY DESCRIBED HEREIN FROM AGRICULTURE (AG) TO COMMERCIAL GENERAL (CG), AS RECOMMENDED BY THE PLANNING COMMISSION UNDER APPLICATION GZ-248; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH

WHEREAS, the City of Glenpool Planning Commission has reviewed Application GZ-248 for a rezone of the property described herein and found that the proposed zone change is consistent with the Glenpool Comprehensive Plan and current zoning patterns; and

WHEREAS, the City Council has reviewed the Application and considered the comments of staff, and has concluded that the Council agrees with the recommendation of the Planning Commission.

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

SECTION 1: That the zoning classification of the following described property situated in the City of Glenpool, Tulsa County, State of Oklahoma, *to wit*:

This property is described as follows:

THE NORTH 1000 FEET OF THE NW/4 OF THE NW/4 LESS THE EAST 150 FEET OF THE WEST 1,311.4 FEET OF THE NORTH 450 FEET & LESS 2.26 ACRES FOR RD SECTION 14, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE US GOVERNMENT SURVEY THEREOF CONTAINING 26.493 ACRES MORE OR LESS.

Be amended from AG (Agricultural) to CG (Commercial General).

SECTION 2: That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

PASSED AND APPROVED by the City Council of the City of Glenpool this 17th day of August 2015.

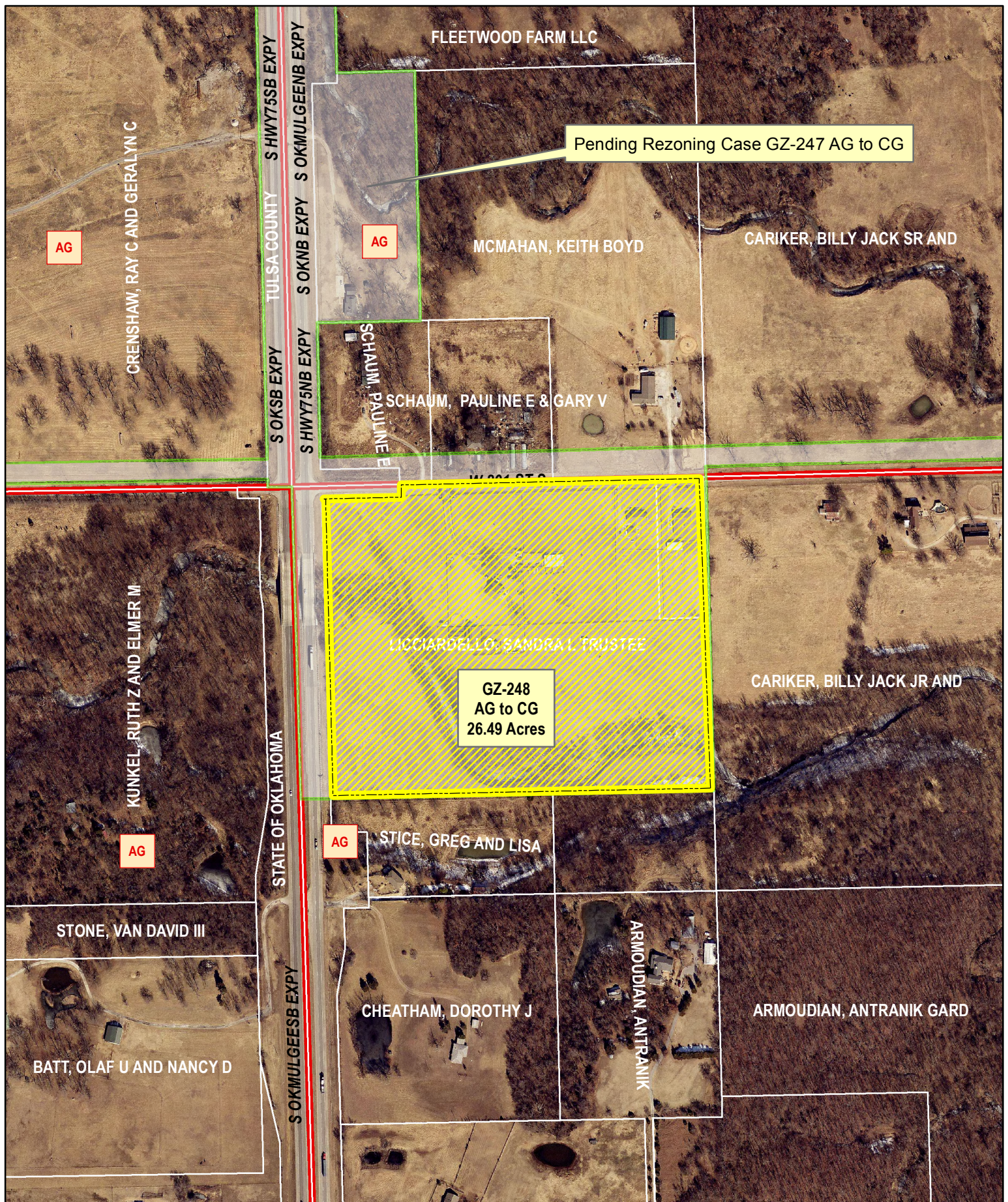
Timothy Lee Fox, Mayor

Attest:

Susan White, City Clerk

Approved as to Form:

Lowell Peterson, City Attorney





GLENPOOL COMMUNITY DEVELOPMENT DEPARTMENT

[] PUD [] PUD AMENDMENT

12205 S. Yukon Ave, 2nd Floor - Glenpool, Oklahoma 74033 - (918) 209-4610 - Fax (918) 209-4611

www.glenpoolonline.com

APPLICATION INFORMATION

RECEIVED BY: RAM DATE FILED: 6/17/15 TAC DATE: _____ HEARING DATE: _____ CASE NUMBER GZ-248

[] RES ☒ NON-RES [] COMBO RELATED ZONING OR PUD #: _____ BUILDING PERMIT APPLICATION NUMBER _____

NEIGHBORHOOD ASSOCIATIONS: _____

SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: SE/corner of 201st Street & US 75 Highway TRACT SIZE: 26.49

LEGAL DESCRIPTION: See attached Exhibit "A"

PRESENT USE: Residential PRESENT ZONING AG S-T-R 14-16-12

INFORMATION ABOUT YOUR PROPOSAL

PROPOSED NEW ZONING: CG DEV. AREAS AFFECTED BY PUD AMENDMENT: _____ PUD PROPOSAL ATTACHED [] Y ☒ N

PROPOSED USE: Commercial NATURE OF PUD AMENDMENT: _____

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME <u>Same</u>	NAME <u>Sandra Licciardello</u>
ADDRESS	ADDRESS <u>1524 W. 201st Street</u>
CITY, ST, ZIP	CITY, ST, ZIP <u>Mounds, Ok 74047</u>
DAYTIME PHONE	DAYTIME PHONE <u>(918) 852-9602</u>
EMAIL	EMAIL <u>sliccidarello@cbtulsa.com</u>
FAX	FAX <u>(918) 388-8560</u>
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.	
SIGNATURE & DATE: _____	

DOES OWNER CONSENT TO THIS APPLICATION ☒ Y [] N. WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? Same

APPLICATION FEES				
BASE APPLICATION FEE	\$			300.00
ADDITIONAL FEE	\$		APPLICATION SUBTOTAL	\$
NEWSPAPER PUBLICATION	BILLED LATER			
SIGNS	\$50.00 X 1 =	\$	\$50.00	\$50.00
300' PROPERTY OWNERS MAILING & POSTAGE	1.00 + \$ 10 =	\$	\$10.00	NOTICE SUBTOTAL \$ \$10.00
RECEIPT NUMBER:			TOTAL AMOUNT DUE	\$ \$360.00

APPLICATION FEES IN WHOLE OR PART WILL NOT BE REFUNDED AFTER NOTIFICATION HAS BEEN GIVEN.

DISPOSITION

PC REC.	COUNCIL ACTION
	DATE/VOTE
DATE/VOTE	ORDINANCE NO.
PLAT NAME	PLAT WAIVER [] Y [] N

EXHIBIT "A"

First Parcel:

The North 1000 feet of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Fourteen (14), Township Sixteen (16) North, Range Twelve (12) East of the Indian Base and Meridian, Less 2.26 acres for road, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

Second Parcel:

The North Half of the Southwest Quarter of the Southwest Quarter (N/2 SW/4 SW/4) and the North 140 feet of the South Half of the Southwest Quarter of the Southwest Quarter (N140'-S1/2-SW1/4-SW1/4) Lying East of the U.S. Highway No. 169 & 75 right of way and the East 482 feet of the South 520 feet of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter (E482'-S520'-SE1/4-SW1/4-SW1/4), of Section 11, Township 16 North, Range 12 East of the I.B. & M., Tulsa County, State of Oklahoma, according to the U.S. Survey thereof.

Third Parcel:

The East 150 feet of the West 1311.4 feet of the North 450 feet of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Fourteen (14), Township Sixteen (16) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

ORDINANCE NO. 300

AN ORDINANCE ANNEXING CERTAIN PROPERTIES INTO THE CITY OF GLENPOOL CORPORATE LIMITS, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to the provisions of Title 11, Section 21-103 of the Oklahoma State Statutes, the City of Glenpool has received consent of the owner of the property to be annexed hereby,

Now, therefore, be it ordained by the City Council of the Incorporated City of Glenpool, Oklahoma:

Section 1. That the City of Glenpool does hereby annex the following described property to the City of Glenpool and the municipal boundaries are hereby extended so as to include said property, to-wit:

The North 1000 feet of the Northwest Quarter of the Northwest Quarter (NW/4, NW/4) of Section 14, Township 16 North, Range 12 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

and the South 25' of the Southwest Quarter of the Southwest Quarter (SW/4, SW/4) of Section 11, Township 16 North, Range 12 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

Section 2. That an emergency exists for the preservation of the public health, peace and safety, and by reason whereof, this ordinance shall take effect immediately upon its approval, passage and posting.

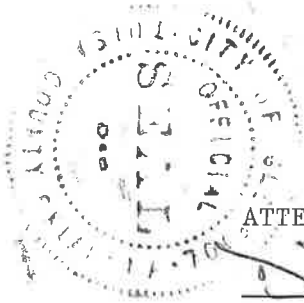
PASSED, and the emergency clause ruled upon separately and approved this 3 day of MARCH, 1987.

DATE 3-3-87

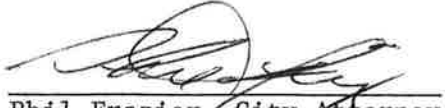

Larry Blackburn, Mayor

ATTEST:


Dan Gibson, City Clerk/Treasurer



APPROVED AS TO FORM:


Phil Frazier, City Attorney

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED
87 DEC 23 AM 9:31
JOAN HASTINGS
TULSA COUNTY CLERK

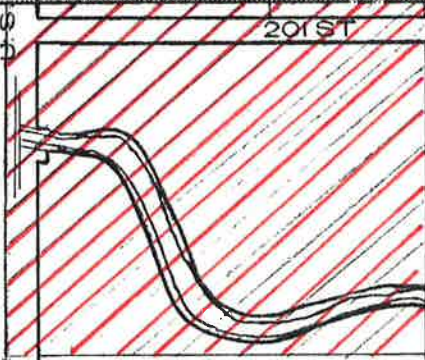


UNION AVE.

AG

HWY. 75

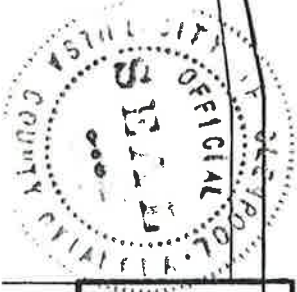
201ST STREET SOUTH



AG

ERTY CL

CS





THE GLENPOOL 2030 PLAN

CORRIDORS

Corridors are defined as specific areas located along a major transportation corridor that contain major employment and region serving functions in concert with a relatively high residential base. Corridor development proposals must demonstrate consideration of abutting and adjacent planned and existing uses, which in some cases, may be medium or even low intensity.

- Developed areas including those that are more intense in nature, which should have high exposure and convenient access to high-speed metropolitan transportation facilities.
- Multifunctional grouping of land uses which are interrelated by internal vehicular and pedestrian traffic systems, and connected ultimately to a metropolitan-wide transit system.
- Corridor collector streets should have appropriate access to primary and secondary arterial streets. All tracts within Corridors should have access to corridor collector streets.
- Within Corridors, all development should incorporate frontage roads, setbacks, buffering between uses, and other separations to be compatible with Low Intensity development that is present or planned in abutting or adjacent areas.
- The portion of the US-75 expressway corridor that has been designated for special planning consideration is the US-75 Corridor from 151st Street (SH-67) to 201st Street as well as SH-67 (151st Street) from 33rd West Avenue East to Lewis Avenue.
- Corridors along US-75 and along SH-67: In accordance with the criteria outlined above, the major corridors for transportation and development in Glenpool are located along US-75 from 151st Street (SH-67) on the north to 201st Street on the south and along SH-67 (151st Street) from 33rd West Avenue on the west and Lewis Avenue on the east.
- Access to and from the highway and across the highway will be allowed only in accordance with federal and state standards;
- All development in this Corridor is strongly encouraged to dedicate and construct frontage roads simultaneously with development.
- Lands located east of the US-75 Corridor are planned for Low Intensity uses with Medium Intensity Type 3 Activity Centers (20 acres per corner) located at the intersections of the east/west arterial with US-75 and north/south arterials with US-67. Development proposals for Medium Intensity Commercial development outside of planned Activity Centers shall encourage submittal of a PUD, to access requirements for ingress and egress, frontage roads, buffering and setbacks from lesser intense uses

PROTOTYPE CORRIDOR AND
COLLECTOR STREET SYSTEM
FIGURE 3

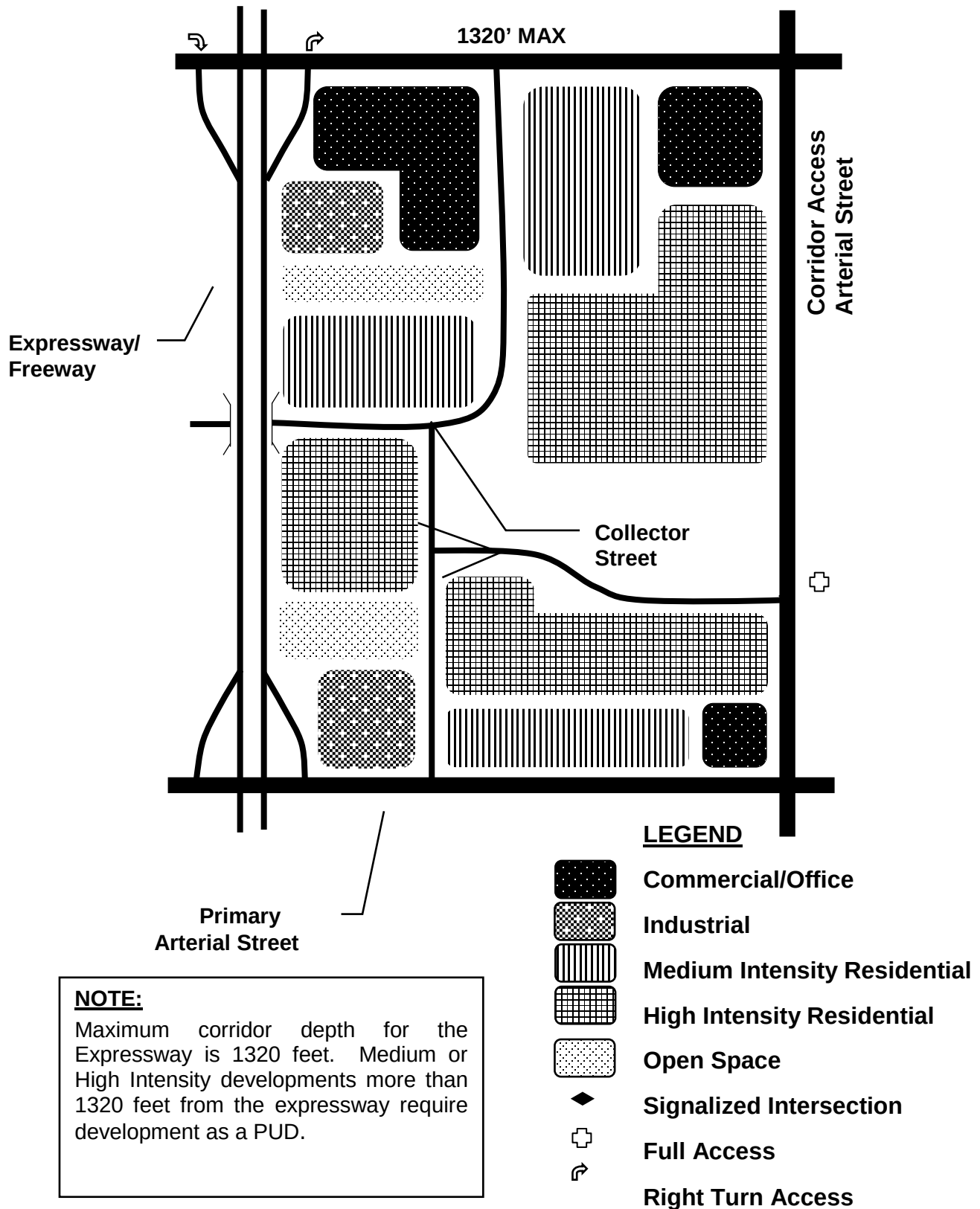
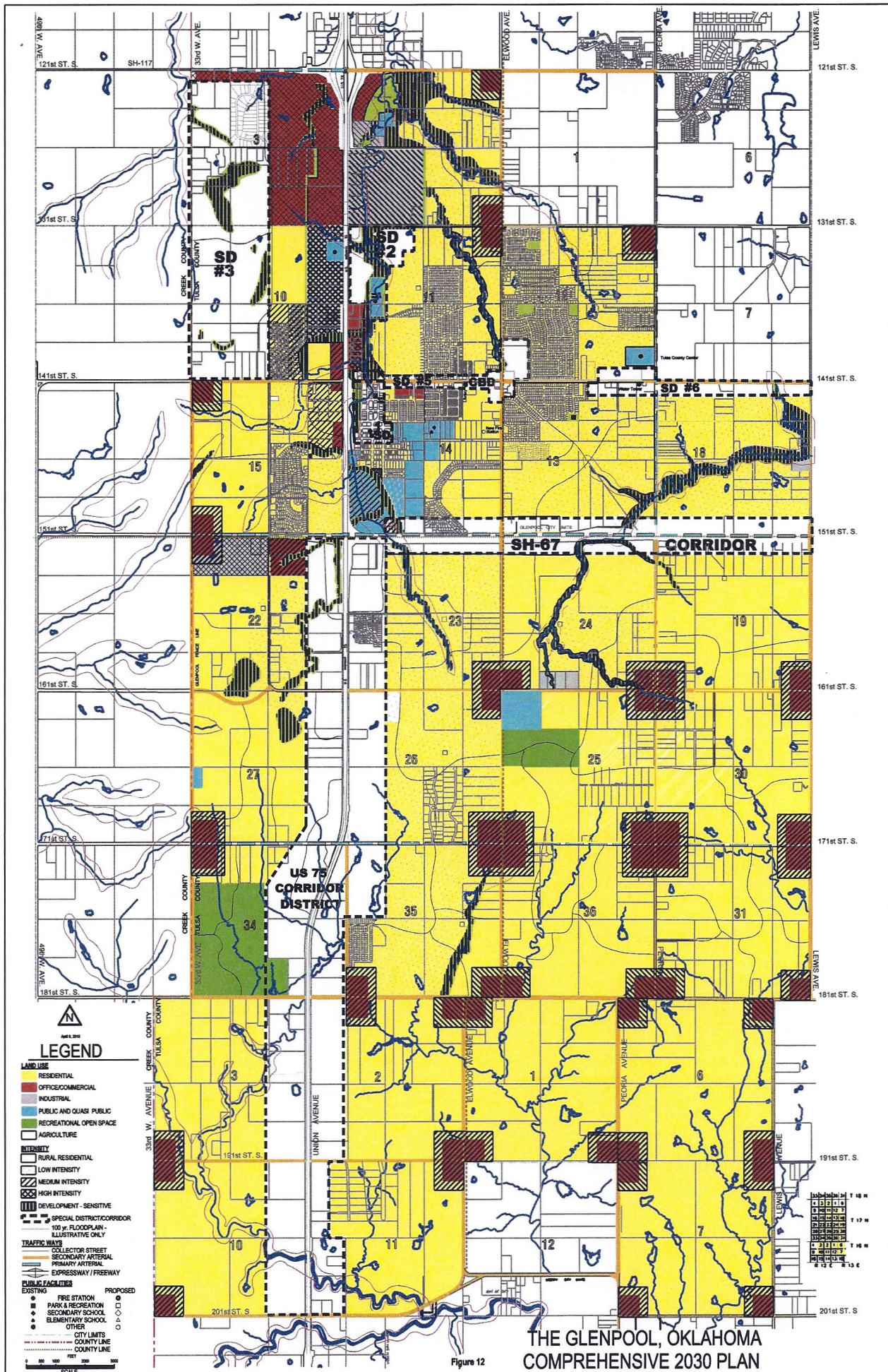
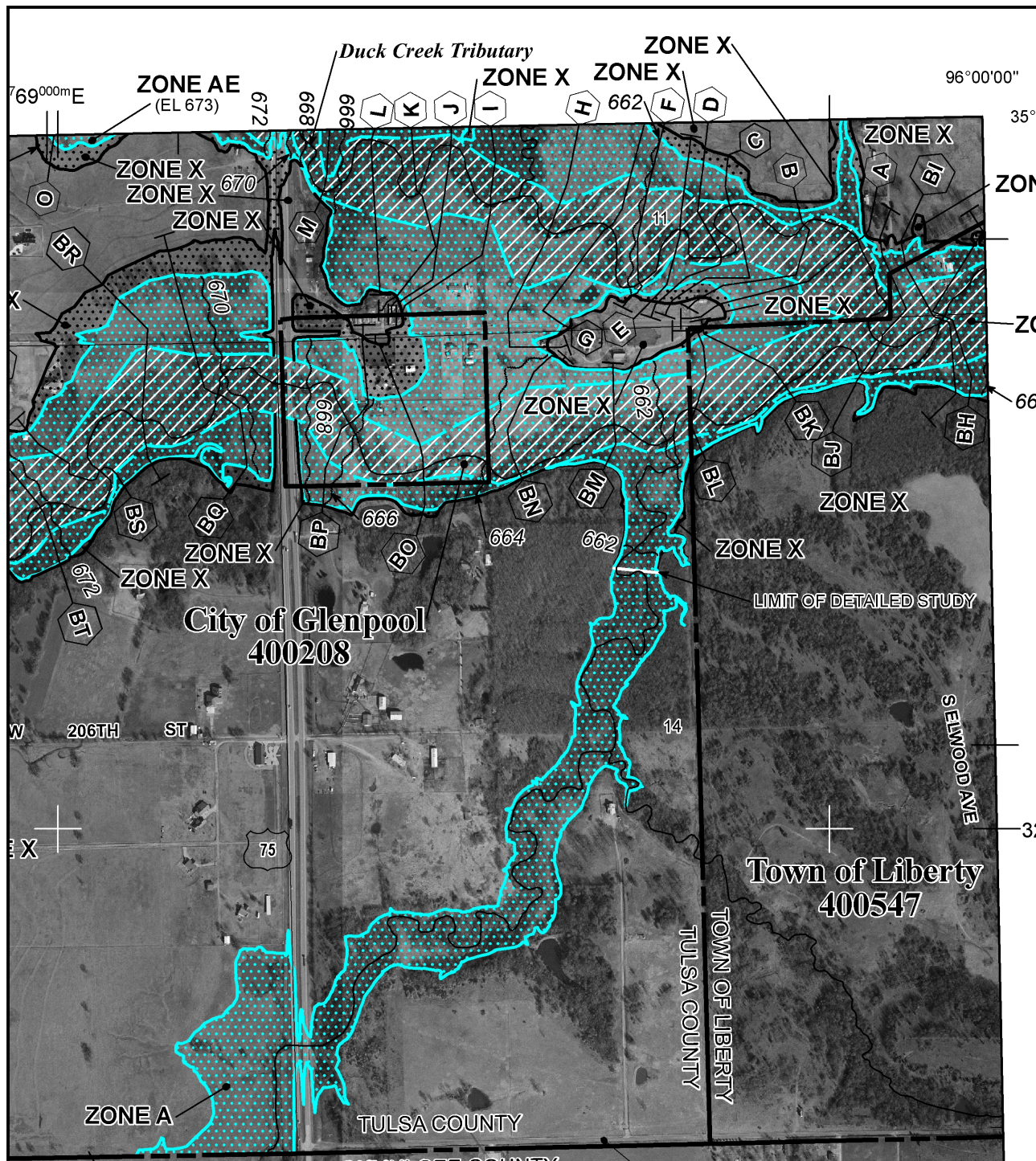


Figure 12

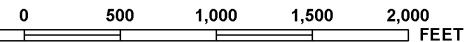




the Program at 1-800-638-6620.



MAP SCALE 1" = 1000'



NFIP

PANEL 0485K

FIRM

**FLOOD INSURANCE RATE MAP
TULSA COUNTY,
OKLAHOMA
AND INCORPORATED AREAS**

PANEL 485 OF 530

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

<u>COMMUNITY</u>	<u>NUMBER</u>	<u>PANEL</u>	<u>SUFFIX</u>
GLENPOOL, CITY OF	400208	0485	K
LIBERTY, TOWN OF	400547	0485	K
TULSA COUNTY, UNINCORPORATED AREAS	400462	0485	K

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.



MAP NUMBER
40143C0485K

REVISED DATE
AUGUST 3, 2009

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

TO: GLENPOOL CITY COUNCIL

FROM: RICK MALONE, CITY PLANNER

RE: GZ-249: Request from Champagne Metals to rezone their 20± acre property located north of the northwest corner of 158th Street and Highway 75 from AG (Agriculture) to IL (Industrial light manufacturing and research and development district).

DATE: August 17th, 2015

Background:

- This property was annexed into the city limits of Glenpool on April 16, 2001.
- The tract to the south (Champagne Metals) was platted as Champagne Metals and was approved by the City of Glenpool and filed of record on 5/21/98.
- The tract to the south (Champagne Metals) was vacated and approved by the Planning Commission on 9/19/13 and by the City Council on 9/16/13.
- The Resub of Lot 1, Block 1 Champagne Metals Addition which includes the subject tract was approved by the Planning Commission on 9/19/13 and by the City Council on 9/16/13.
- The proposed use for this property is for an expansion of the existing building.
- Any commercial tract requires the submittal and successful review of an application for Site Plan review by the Planning Commission.

Comprehensive Plan:

The Glenpool 2030 Comprehensive Plan provides the basis for the City's zoning policies and this property is designated as: US 75 Corridor District which designates the west side of US 75 for Industrial Uses.

Access:

The property currently has an access to 158th Street.

Services:

The property gets its water and sewer from the City of Glenpool. The developer may be required to extend utility services to this site if this property is further developed.

Surrounding Land Uses:

The subject property is vacant and zoned AG and is abutted by the following:

- NORTH: By vacant land zoned IL (Industrial light manufacturing and research and development district). The Board of Adjustment allowed Commercial Uses on 11/12/14
- EAST: By US 75 right of way, vacant land zoned CS (Commercial Shopping) with a single family subdivision (Windsong) to the east zoned RS-3.
- SOUTH: By Champagne Metals building zoned IL.
- WEST: By mostly vacant land zoned AG (Agriculture) with scattered single family residences.

Staff Recommendation:

The staff recommends approval of rezoning of this tract from AG (Agriculture) to IL (Industrial light manufacturing and research and development district) zoning as it is consistent with the 2030 Glenpool Comprehensive Plan and current zoning patterns.

Planning Commission Recommendation:

The Glenpool Planning Commission met on 8/10/15 and after review voted 4-0 to recommend to the Glenpool City Council approval to rezoning request GZ-249 from from AG (Agriculture) to IL (Industrial light manufacturing and research and development district).

Attachments:

1. Case Map
2. 2030 Comp Plan map

ORDINANCE NO. 710

AN ORDINANCE AMENDING ORDINANCE NO. 458, BY REZONING CERTAIN PROPERTY DESCRIBED HEREIN FROM AGRICULTURE (AG) TO INDUSTRIAL LIGHT MANUFACTURING AND RESEARCH AND DEVELOPMENT DISTRICT (IL), AS RECOMMENDED BY THE PLANNING COMMISSION UNDER APPLICATION GZ-249; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH

WHEREAS, the City of Glenpool Planning Commission has reviewed Application GZ-249 for a rezone of the property described herein and found that the proposed zone change is consistent with the Glenpool Comprehensive Plan and current zoning patterns; and

WHEREAS, the City Council has reviewed the Application and considered the comments of staff, and has concluded that the Council agrees with the recommendation of the Planning Commission.

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

SECTION 1: That the zoning classification of the following described property situated in the City of Glenpool, Tulsa County, State of Oklahoma, *to wit*:

This property is described as follows:

THE NORTH HALF (N/2) OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-TWO (22), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.

Be amended from AG (Agricultural) to IL (Industrial light manufacturing and research and development district).

SECTION 2: That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

PASSED AND APPROVED by the City Council of the City of Glenpool this 17th day of August 2015.

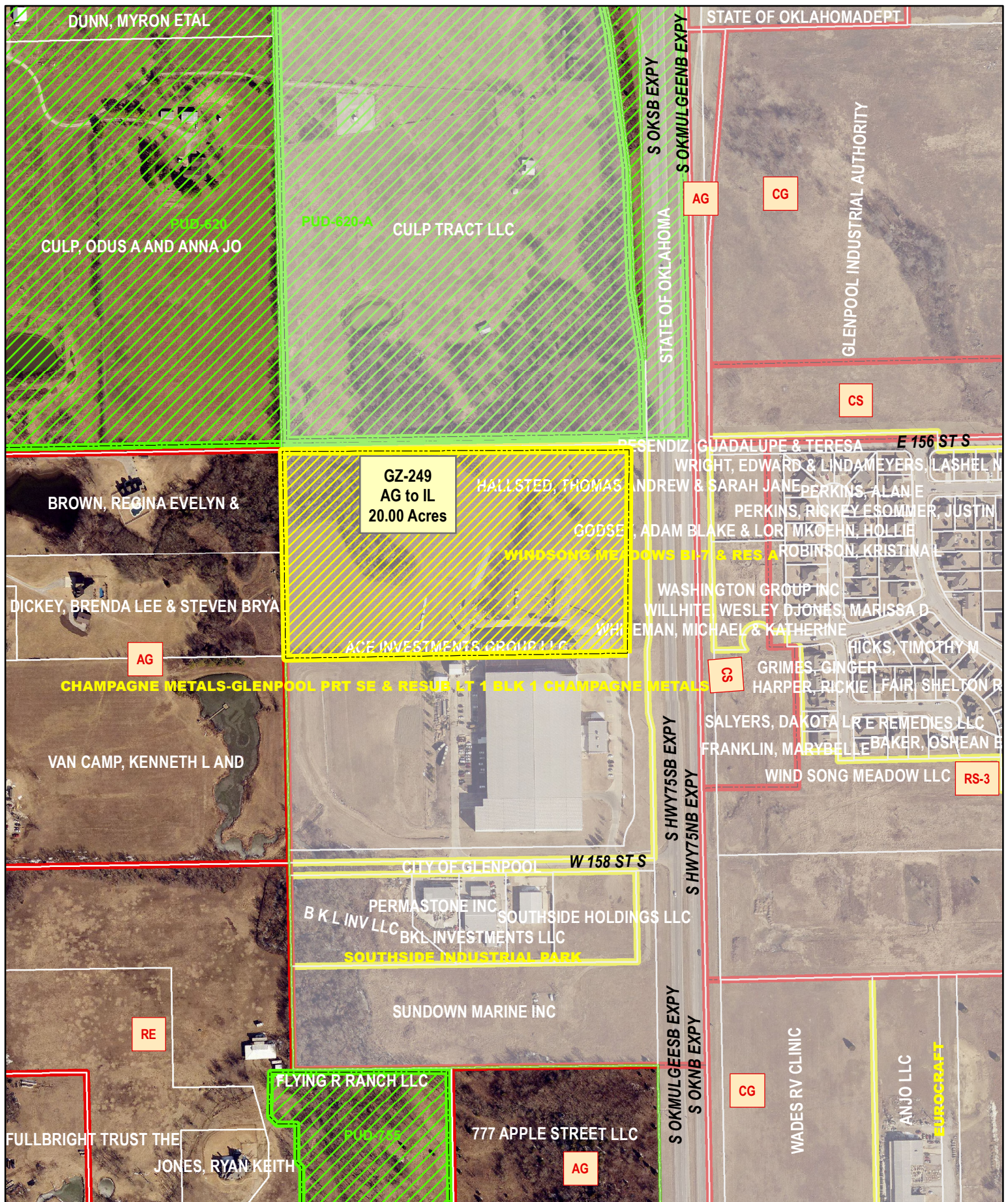
Timothy Lee Fox, Mayor

Attest:

Susan White, City Clerk

Approved as to Form:

Lowell Peterson, City Attorney





ORDINANCE NO. 464

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY INTO THE CITY OF GLENPOOL, OKLAHOMA, MUNICIPAL LIMITS; AND DECLARING AN EMERGENCY.

WHEREAS, the owner of certain real property has requested of the City of Glenpool, Oklahoma, that such real property be annexed into the City of Glenpool, Oklahoma; and,

WHEREAS, the City Council has considered and determined that it is in the best interest of the City of Glenpool, Oklahoma, to accept and act upon the petitioners' request for incorporation into the municipal limits,

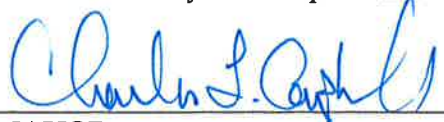
NOW, THEREFORE, IT SHALL BE ORDAINED AS FOLLOWS:

1. That property which is located approximately 3/8 mile North of 161st Street, West side of Hwy 75, and more particularly described as:

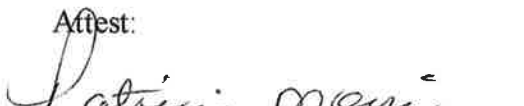
The North Half of the Northeast Quarter (N ½ NE ¼) of the South East Quarter (SE ¼) of Section Twenty-Two (22), Township Seventeen (17) North, Range Twelve (12) East, of the Indian Base and Meridian, Tulsa County, Oklahoma, according to the United States Government Survey thereof, shall be annexed as a part of the corporate City Limits of Glenpool, Oklahoma.

2. That such annexation is pursuant to the City Ordinances of the City of Glenpool, Oklahoma, and further pursuant to State Statutes of the State of Oklahoma.

PASSED AND APPROVED by the City Council of the City of Glenpool this 16th day of April, 2001.


MAYOR

Attest:


Patricia Morris, City Clerk/Treasurer

Approved as to Form:


Phil Frazier, City Attorney

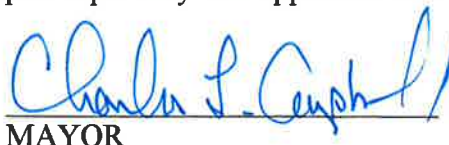
WHEREAS, it being immediately necessary for the preservation of the peace, health, and safety of the City of Glenpool and the inhabitants thereof that the provisions of this Ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof the Ordinance shall take effect and be in full force from and after its passage as provided by law.

6511 0597

City of Glenpool 9028470
Glenpool 74033

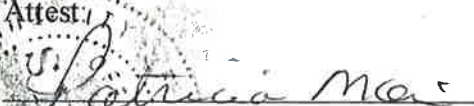
8650 1159

PASSED and the Emergency Clause ruled upon separately and approved this 16th day of April, 2001.


MAYOR

Approved as to Form:


Phil Frazier, City Attorney

Attest:

Patricia Morris, City Clerk/Treasurer



)

AG

Annexation Area
Requested

Champagne Metals

158th Street
IL

U.S. Highway 75

CITY LIMITS

LIMITS

CITY

GLENPOOL

U.S. Highway 75

CS

CG

AG

AG

↑
N
2272

161st Street South

161 ST

ANNEXATION 04-01



THE GLENPOOL

2030 PLAN

CORRIDORS

Corridors are defined as specific areas located along a major transportation corridor that contain major employment and region serving functions in concert with a relatively high residential base. Corridor development proposals must demonstrate consideration of abutting and adjacent planned and existing uses, which in some cases, may be medium or even low intensity.

- Developed areas including those that are more intense in nature, which should have high exposure and convenient access to high-speed metropolitan transportation facilities.
- Multifunctional grouping of land uses which are interrelated by internal vehicular and pedestrian traffic systems, and connected ultimately to a metropolitan-wide transit system.
- Corridor collector streets should have appropriate access to primary and secondary arterial streets. All tracts within Corridors should have access to corridor collector streets.
- Within Corridors, all development should incorporate frontage roads, setbacks, buffering between uses, and other separations to be compatible with Low Intensity development that is present or planned in abutting or adjacent areas.
- The portion of the US-75 expressway corridor that has been designated for special planning consideration is the US-75 Corridor from 151st Street (SH-67) to 201st Street as well as SH-67 (151st Street) from 33rd West Avenue East to Lewis Avenue.
- Corridors along US-75 and along SH-67: In accordance with the criteria outlined above, the major corridors for transportation and development in Glenpool are located along US-75 from 151st Street (SH-67) on the north to 201st Street on the south and along SH-67 (151st Street) from 33rd West Avenue on the west and Lewis Avenue on the east.
- Access to and from the highway and across the highway will be allowed only in accordance with federal and state standards;
- All development in this Corridor is strongly encouraged to dedicate and construct frontage roads simultaneously with development.
- Lands located east of the US-75 Corridor are planned for Low Intensity uses with Medium Intensity Type 3 Activity Centers (20 acres per corner) located at the intersections of the east/west arterial with US-75 and north/south arterials with US-67. Development proposals for Medium Intensity Commercial development outside of planned Activity Centers shall encourage submittal of a PUD, to access requirements for ingress and egress, frontage roads, buffering and setbacks from lesser intense uses

PROTOTYPE CORRIDOR AND
COLLECTOR STREET SYSTEM
FIGURE 3

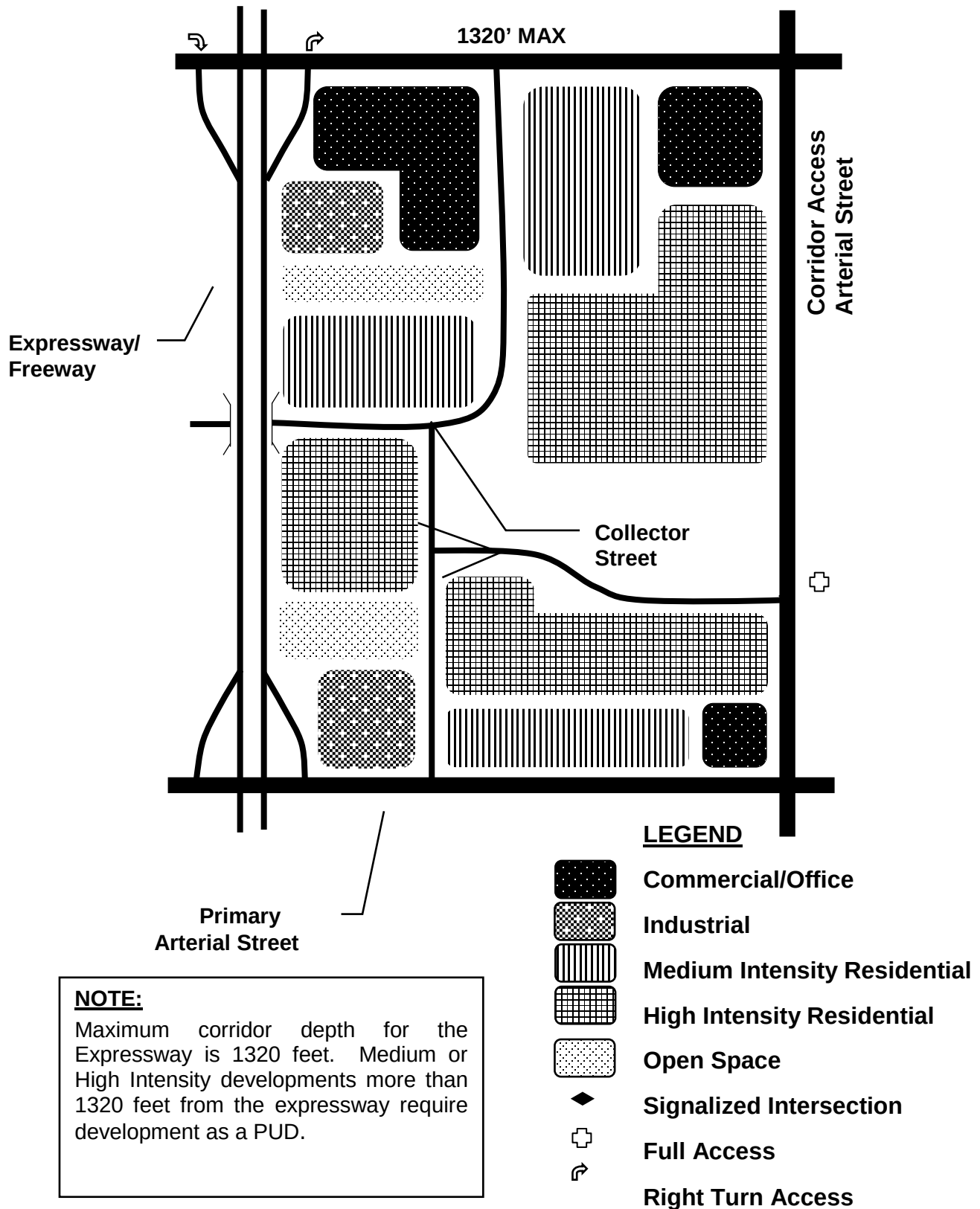
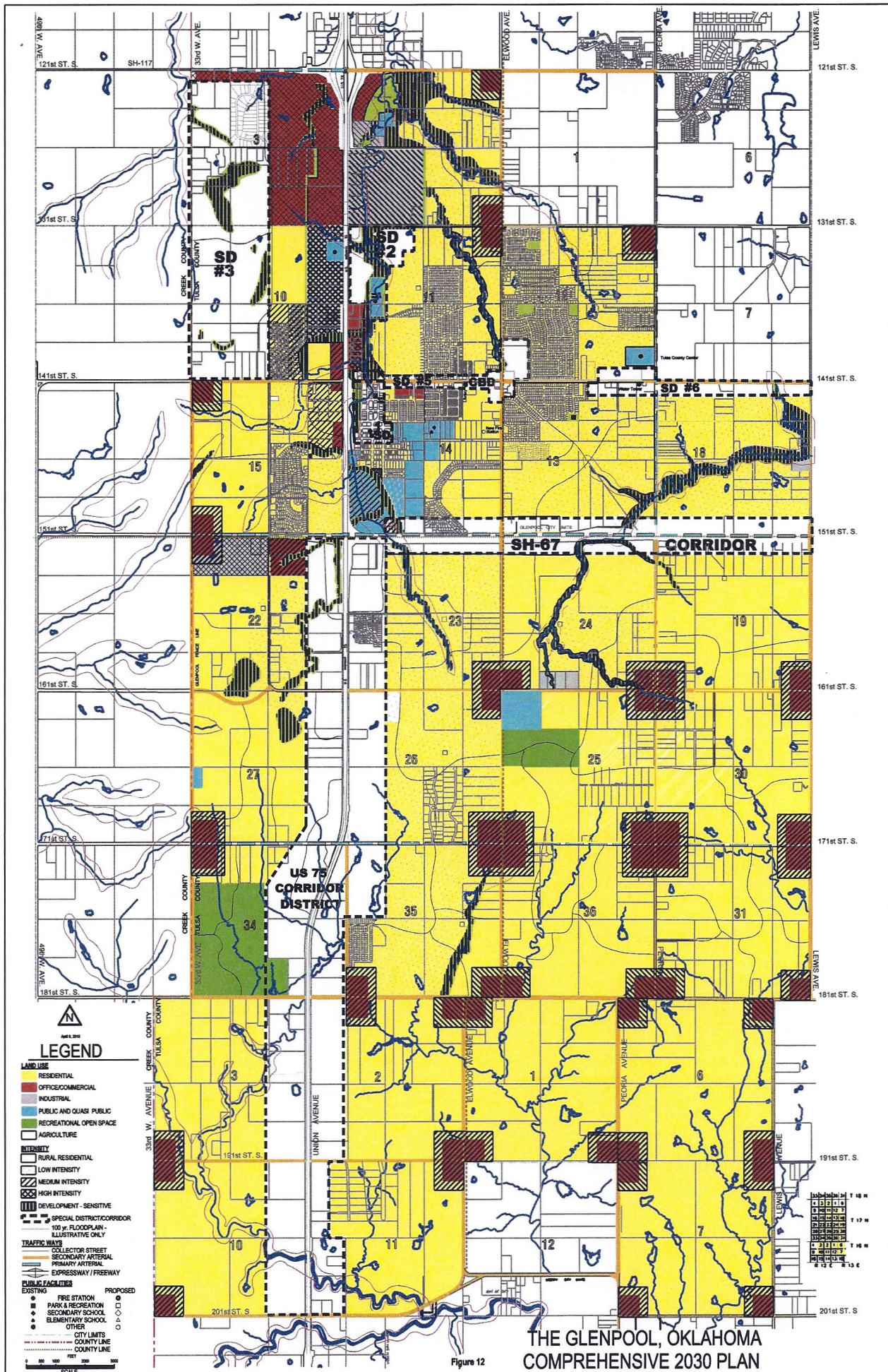


Figure 12





To: Honorable Mayor and City Council
From: Julie Casteen, Finance Director
Date: August 13, 2015
Subject: Amendment to FY2015-2016 General Fund Budget

Background:

On August 3, 2015, the City Council approved a lease purchase agreement for the acquisition of five police vehicles. Governmental accounting standards require recognition of the lease proceeds as cash inflow, and the purchase of the vehicles as cash outflow. The current FY15-16 budget includes an appropriation for lease payments; however, the lease proceeds of \$183,600 and capital expenditure of \$183,600 were not anticipated with the FY16 Budget that was adopted on June 15, 2015, therefore a supplemental appropriation is needed to amend the budget.

Staff Recommendation

Staff recommends Council approve Resolution 15-08-02 for the proposed amendment to the FY15-16 General Fund budget.

Attachment

Resolution 15-08-02

RESOLUTION NO. 15-08-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENPOOL AMENDING
THE FY 2015-2016 GENERAL FUND BUDGET**

WHEREAS, The Glenpool City Council duly adopted by resolution the Annual Budget for FY 2015-2016 at its regular session on June 15, 2015 under the provisions and requirements of Oklahoma Statutes, Title 11, Sections 17-201, *et seq.*, (the "Municipal Budget Act"); and

WHEREAS, The Municipal Budget Act expressly authorizes the governing body to amend the budget to allow for supplemental appropriations as the governing body deems necessary and appropriate; and

WHEREAS, On August 3, 2015 the Glenpool City Council approved the lease purchase of five (5) Police vehicles, and the proceeds from the lease as well as the capital expenditures must be appropriated in the FY2015-2016 budget; and

WHEREAS, The Glenpool City Council deems it necessary and appropriate to amend the budget as provided, and for the purpose stated, herein.

BE IT THEREFORE RESOLVED by the City Council of the City of Glenpool THAT:

The Annual Budget for fiscal year 2015-2016, as approved on June 15, 2015, be and hereby is amended with the following supplemental appropriations:

General Fund	SOURCE		USE
Lease Proceeds	\$185,600		
Capital Expenditures			\$185,400
Lease Expense			\$200

PASSED AND APPROVED by the City Council of the City of Glenpool this 17th day of August 2015.

Timothy Lee Fox, Mayor

ATTEST:

[MUNICIPAL SEAL]

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney



To: HONORABLE MAYOR AND CITY COUNCIL
From: Lowell Peterson, City Attorney
Date: August 17, 2015
Subject: Addendum No. 8 to AT&T 911 Master Service Agreement

Background:

The Indian Nations Council Of Governments (INCOG) has acted since May 2008 as the Regional 9-1-1 Board for administration of the Master Service Agreement under which AT&T Oklahoma provides equipment and related 9-1-1 emergency call services for the cities of Claremore, Collinsville, Glenpool, Jenks, Owasso, Sand Springs, Sapulpa and Tulsa, and the Town of Skiatook (Rogers County was originally included). AT&T bills the identified "Customers," on a monthly basis for charges listed in the Master Agreement. These charges have remained unchanged since 2008.

The Master Service Agreement has been periodically supplemented by various addenda. Addenda numbered 1 – 5: (1) defined the specific services to be provided and described the equipment to be utilized; provided that payments were to be calculated on the basis of a 5-year, 60-month term (subject to annual availability of funds and appropriations by the municipal governing bodies) and were made proportional based on population (Glenpool's initial payment of \$28,702.71 is adjusted annually based on the most currently available US Census Population estimates); (2) provided for procurement, installation and maintenance of all networking and frame relay hardware, software and services necessary to provide comprehensive operations from the 9-1-1 caller to dispatch; (3) provided for all frame relay services; (4) provided for database management and selective routing services; and (5) provided for mapping services for the 9-1-1 service area. Addendum 6 added Bixby to the service region and clarified certain terms of payment. Addendum 7 extended the terms of the Master Service Agreement through April 2014, and extended for one additional year commencing on May 1, 2014, subject to local funding.

The proposed Addendum 8 extends services for an additional three one-year terms, May 1, 2015 – April 30, 2018, subject to local approval and appropriation.

Staff Recommendation:

Staff recommends that the Council approve the attached Addendum No. 8 inasmuch as it makes no changes in the current services provided, or their cost.

Attachments:

- Addendum No. 8 to Master Service Agreement for 9-1-1 Services, May 1, 2015 – April 30, 2018
- Historical documents:
 - o 2008 Master Service Agreement, including Addenda 1 – 5
 - o Addendum 6
 - o Addendum 7

**ADDENDUM NO. 8 to the MASTER SERVICES AGREEMENT
BETWEEN
THE REGIONAL 9-1-1 BOARD
THE CITIES OF BIXBY, CLAREMORE, COLLINSVILLE, GLENPOOL, JENKS,
OWASSO, SAND SPRINGS, SAPULPA, SKIATOOK, AND TULSA,
SOUTHWESTERN BELL TELEPHONE, d/b/a AT&T OKLAHOMA (AT&T
Oklahoma)**

**Extension of the Term of the Contract
Installation of Equipment
Notice**

The undersigned parties agree to extend the terms of the Master Service Agreement which was extended by Addendum No. 7 for a 1-year period effective May 1, 2014, and will hereafter automatically renew as of May 1, 2015, for 3 additional 1-year periods, subject to Customers' availability of funds and appropriations.

The parties may extend the Agreement thereafter for up to one additional 1-year period by mutual agreement reduced to writing, upon written notice at least 60 days prior to the end of the term then current.

Equipment

AT&T will provide Airbus DS VESTA 4x equipment, compatible software, and services in Customers' 9-1-1 centers.

Payment

Customers agree to pay for Hosted E9-1-1 service described herein at the price previously agreed to in Attachment 1 of the Master Services Agreement. Positions in addition to those installed at the time of this addendum will be priced consistently with the per position rate agreed in this addendum. The scope of this addendum is limited to E9-1-1 call handling equipment; provisions in the Master Service Agreement relating to 911 network/s, 911 database service, or any other service are outside the scope of this addendum.

Current T1 network pricing is based on a State Contract SW50450. If the State Contract expires without a renewal, rates will fall back to tariff rates. Any rate change will be reflected on the monthly billing. AT&T will work to provide term pricing if the State Contract would not be renewed and/or provide alternative IP network to replace the T1 network.

Warranty/Maintenance

The warranty/maintenance provisions contained in the Master Service Agreement remain in effect for the equipment during the term of this agreement without an escalation in prices.

Notice

Any notice or demand which may be given by the parties will be given in writing addressed to the respective parties as shown:

CUSTOMERS
Regional 9-1-1 Board
c/o INCOG
2 W 2nd Suite 800
Tulsa, OK 74103
Attn: Darita Huckabee
dhuckabee@incog.org

AT&T
Southwestern Bell Telephone
d/b/a/ AT&T Oklahoma
405 N. Broadway Room 710-B
Oklahoma City, OK 73102
Attn: Area Manager E9-1-1 Public
Safety.

This Addendum may be executed in parts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

In all respects other than specifically stated herein, the Master Service Agreement and Addenda 1 through 7 inclusive remain in full force and effect.

APPROVED this 17th day of August 2015.

CITY OF GLENPOOL

BY: _____
Timothy Lee Fox, Mayor

ATTEST:

Susan White, City Clerk

(Seal)

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

CONTRACT - SUMMARY AND SIGNATURES

Contracting Parties: Southwestern Bell Telephone L.P., d/b/a AT&T Oklahoma
The Regional 9-1-1 Board
City of Claremore
City of Collinsville
City of Glenpool
City of Jenks
City of Owasso
Rogers County
City of Sand Springs
City of Sapulpa
Town of Skiatook
City of Tulsa

1. Purpose: Purchase of Enhanced 9-1-1 Equipment, Equipment Maintenance, Network, Frame Relay, Database, and Related Services

Mail Payment To: The Regional 9-1-1 Board
c/o INCOG
201 W. 5th Suite 600
Tulsa, OK 74103

Contact Person: Darita Huckabee
Legal & Legislative Affairs
INCOG
(918) 579 9438

Agreement Components: Master Service Agreement
Addendum 1 – Hosted E 9-1-1 Services
Addendum 2 – Installation, Maintenance & Training
Addendum 3 – Frame Relay
Addendum 4 – Database & Selective Routing
Addendum 5 – Mapping
Second Request for Bid with Attachments & Appendices

SIGNATURES - EXECUTION OF CONTRACT AGREEMENT

IN WITNESS WHEREOF, the parties have caused this agreement have executed the same on the date below written.

(Name of Jurisdiction)

Southwestern Bell Telephone L.P., d/b/a AT&T
Oklahoma

Signature

Signature

(title)

(title)

(date)

(clerk)

(seal)

According to the terms of this Contract, the document may be executed in parts by each jurisdiction. A fully executed copy will be compiled and returned to you by the Regional 9-1-1 Board.

SIGNATURES - EXECUTION OF CONTRACT AGREEMENT

IN WITNESS WHEREOF, the parties have caused this agreement have executed the same on the date below written.

The Regional 9-1-1 Board
An Entity Created by Interlocal
Agreement

Southwestern Bell Telephone L.P.,
d/b/a AT&T Oklahoma

Signature

Signature

(title)

(title)

(date)

According to the terms of this Contract, the document may be executed in parts by each jurisdiction. A fully executed copy will be compiled and returned to you by the Regional 9-1-1 Board.

MASTER SERVICES AGREEMENT

Between

**THE REGIONAL 9-1-1 BOARD
An entity created by 74 O.S. 1002 et seq.,
THE CITIES OF CLAREMORE
COLLINSVILLE, GLENPOOL, JENKS,
OWASSO, SAND SPRINGS, SAPULPA and TULSA,
THE TOWN OF SKIATOOK,
ROGERS COUNTY, OKLAHOMA,**

And

**SOUTHWESTERN BELL TELEPHONE, L.P. , D/B/A AT&T
OKLAHOMA**

MASTER SERVICES AGREEMENT
(Incorporation of Part 1 of the Response to Request for Bid)

THIS MASTER SERVICES AGREEMENT (the "Agreement") is made and entered into by and between The Regional 9-1-1 Board, an entity created by 74 O.S. 1002 et seq., the cities of Claremore, Collinsville, Glenpool, Jenks, Owasso, Sand Springs, Sapulpa and Tulsa, the Town of Skiatook and Rogers County ("Customers"), and Southwestern Bell Telephone, L.P. a Texas limited partnership d/b/a AT&T Oklahoma ("AT&T Oklahoma").

INTRODUCTION

The parties agree that the following terms and conditions will govern AT&T Oklahoma's sale or lease and Customers' purchase or rent of certain equipment, database management and network transport Services (collectively, the "Services") for use by Customers to provide Enhanced 9-1-1 service to telecommunications more specifically set out in this agreement.

AT&T Response to Second Request for Bid dated February 19, 2007 ("Response") is attached hereto and incorporated herein by reference in its entirety. Except as otherwise provided in the text of this Master Service Agreement or Addenda, the terms of the Response are controlling over the terms of the Agreement.

By entering into this agreement, the parties hereby waive any defect in bidding that may have occurred.

As used in this Agreement, "Customers" means one or more Customer, depending on the context. "Agreement" means this Master Service Agreement and all Addenda in effect no matter when executed.

I. DESCRIPTION OF SERVICES, PRICING AND ADDENDA

AT&T Oklahoma agrees to provide Services as described herein and in Addenda attached hereto. ("Addenda")

II. COMPENSATION

AT&T Oklahoma will bill and Customers will pay to AT&T Oklahoma, on a monthly basis, in advance, or as otherwise specified in an Addendum, the charges set forth in this Agreement. Except as otherwise provided in this Agreement, the prices do not include any independent company or inter-

exchange carrier charges, intra-building network cable, simple inside wire, repair services for such cable and wire, or wiring associated with Customers' equipment.

Payment of charges is due on the date specified on the bill or as otherwise set forth in this Agreement. Customers agree to pay a late payment fee as set by law if payment is not made on or before the due date.

In the event of a billing dispute, Customers shall pay the undisputed portion on the payment due date. If a dispute is subsequently resolved in AT&T Oklahoma's favor, Customers will be liable for the disputed portion plus the late fee specified above. If the dispute is resolved in Customers' favor, Customers will not be liable for the late fee on the withheld payment.

III. INTERRUPTED OPERATION

Customers understand and agree that AT&T Oklahoma does not guarantee uninterrupted operation of the Services sold hereunder. Suspension of operation of either E9-1-1 system may become necessary during maintenance of the Services.

IV. ERRANT SERVICE REQUEST

If within a 30 day time period AT&T Oklahoma responds to a second report from the same Customer of a service problem(s) that does not involve the Services covered by this Agreement, AT&T Oklahoma will invoice Customer for a service call at AT&T Oklahoma's then prevailing standard rate. AT&T Oklahoma will obtain Customer's approval of the work and the amount to be charged therefor prior to performance of any work that it notifies Customer will be billed as an errant service call. The Customer approving the work agrees to pay such invoice within thirty (30) days of receipt. AT&T Oklahoma will not attempt to correct any problem that does not involve the Services provided pursuant to this Agreement.

V. TERMINATION OF AN ADDENDUM; SUSPENSION OF SERVICES

No Addendum may be terminated, suspended or canceled except as expressly permitted by this Agreement. Notwithstanding any other term or provision in this Agreement or in any Addendum to the contrary, either party may, at its election and upon written notice, terminate, suspend or cancel any Addendum or this Agreement without any further liability or obligation to the other party in the event that:

A. The other party is in material breach of or default under such Addendum, and such breach or default continues for a period of thirty (30) days after the giving of written notice by the party not in breach or default; Provided, however, if the alleged breach is of a type that cannot reasonably be remedied within thirty (30)

business days, and AT&T Oklahoma starts work on a remedy within thirty (30) days, Customers cannot terminate for breach until and unless AT&T Oklahoma is reasonably determined to be unable to remedy the breach, and then shall give first a new thirty days' notice of its intent to terminate.

B. Any federal, state or local governmental agency or regulatory body or a court or tribunal of competent jurisdiction renders or enters an amendment, ruling, regulation, directive, decree or judgment which restricts or prohibits any party from continuing, impairs any party's ability to continue, or requires any material modification of this Agreement or any Addendum which has a material negative effect on Customers.

C. Upon termination, Customers agree to pay AT&T Oklahoma all amounts due for Services provided by AT&T Oklahoma up to and including the effective date of termination. Termination shall constitute a full and complete discharge of all parties' obligations. Customer acknowledges, however, that determining the precise damages that AT&T OKLAHOMA will incur due to Customer's early termination will be difficult and uncertain. Accordingly, Customer also agrees to pay AT&T OKLAHOMA an Early Termination Charge to compensate AT&T OKLAHOMA for the damages caused by Customer's early termination. Said termination charge shall be paid prior to the expiration of this Agreement. Unless the Addendum applicable to the terminated Service states otherwise, the Early Termination Charge that Customer shall pay shall be equal to Twenty Percent (20%) of the amount derived by multiplying the billed monthly price for the disconnected service by the months remaining in the Term of the Addendum hereto under which the terminated Service(s) have been provided. The Parties agree that the resulting amount reasonably approximates the value of the damages AT&T OKLAHOMA would incur in the event of Customer's early termination.

After the expiration of the term of this Agreement or any Addendum, any party may terminate this Agreement or an Addendum without cause and for convenience upon 30 days' prior written notice to all other parties.

VI. WARRANTIES

AT&T Oklahoma warrants that it has good title to 9-1-1 equipment and that the Equipment will perform in accordance with the manufacturer's published specifications during the warranty period set forth in this agreement and AT&T will use commercially reasonable efforts to subrogate any AT&T claims or rights against the equipment manufacturer to Customers. With respect to maintenance or professional services, AT&T Oklahoma warrants that the services will be performed in a professional manner. AT&T Oklahoma is providing a hosted solution, therefore the cost for repair or replacement of the equipment shall be born by AT&T Oklahoma during the initial term of this agreement.

VII. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES

A. AT&T OKLAHOMA DOES NOT WARRANT THAT THE SERVICES WILL OPERATE UNINTERRUPTED OR ERROR FREE OR PREVENT THIRD PARTY ACCESS TO CUSTOMERS'S NETWORKS. EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH IN ANY ADDENDUM, THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND.

B. TO THE EXTENT PERMITTED BY LAW, AT&T OKLAHOMA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL AT&T OKLAHOMA BE LIABLE FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES OR OTHERWISE, INCLUDING DAMAGE TO PROPERTY AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURY.

C. TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST PROFITS, LOSS OF BUSINESS INCOME OR REVENUES OR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO OR ALLEGED TO HAVE BEEN CAUSED BY THE ACTS OR OMISSIONS OF ANY PARTY IN PROVIDING THE SERVICES HEREUNDER. IN NO EVENT WILL AT&T OKLAHOMA'S LIABILITY FOR DAMAGES CAUSED BY OR ARISING OUT OF ITS FAILURE TO PERFORM SERVICES IN A PROPER AND TIMELY MANNER EXCEED THE AMOUNT PAID BY CUSTOMERS TO AT&T OKLAHOMA FOR SUCH MATERIAL AND SERVICES.

D. IN NO EVENT SHALL AT&T OKLAHOMA BE LIABLE FOR LOST PROFITS, TOLL FRAUD, LOSS OF USE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES, OR OTHERWISE, IN CONNECTION WITH SUCH EQUIPMENT OR SERVICES.

E. CUSTOMERS' SOLE AND EXCLUSIVE REMEDIES AGAINST AT&T OKLAHOMA, ITS AFFILIATES, AND THEIR DIRECTORS, OFFICERS AND EMPLOYEES FOR ANY LOSSES OR DAMAGES ARISING FROM ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED BY AT&T OKLAHOMA, WHETHER IN CONTRACT OR IN TORT, SHALL BE LIMITED, TO THE EXTENT PERMITTED BY LAW, TO REPAIR OR REPLACEMENT OF THE SERVICES. IN ANY EVENT, AT&T OKLAHOMA'S LIABILITY SHALL BE LIMITED TO THE AMOUNT SPECIFIED IN THE TARIFF OR THE AMOUNT PAID TO AT&T OKLAHOMA BY CUSTOMER UNDER THE APPLICABLE

ADDENDUM AND SHALL NOT ENCOMPASS ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF AT&T OKLAHOMA OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN AT&T OKLAHOMA, REGARDLESS OF THE FORM OF ACTION.

1. Customers understand and agree that AT&T Oklahoma's price reflects this limitation of liability.

2. In no event shall AT&T Oklahoma be responsible for the following:

- a) Repair of damage due to Customers' failure to provide adequate electrical power or environmental conditions.
- b) Repair of damages caused by misuse or neglect.
- c) Repair of damages caused by Customers' existing wiring or damage to the existing wiring.
- d) Repair of damage caused by accident and/or disaster, including but not limited to fire, flood, wind, lightning or water.
- e) Repair of damage caused by the attachment of mechanical, electrical or electronic material or devices to the system that is not supplied or approved by AT&T Oklahoma.
- f) Repairs which are impractical for AT&T Oklahoma to render because of alterations in or attachments to the system.

F. Upon Customers' request and prior approval of the amount to be charged and at AT&T Oklahoma's option, AT&T Oklahoma will provide any of the foregoing repairs identified in paragraph E 2 above, at its then prevailing standard service rate therefor.

VIII. NOTICES

Any notice or demand which under the terms of this Agreement or otherwise must or may be given or made by AT&T Oklahoma or Customers will be in writing and given or made by facsimile or similar communication or by certified or registered mail, return receipt requested, addressed to the respective parties as shown:

If to Customers:
Regional 9-1-1 Board
c/o INCOG
201 W 5TH
TULSA,, OK 74103
Attn.: Darita Huckabee

If to AT&T Oklahoma:
Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma
405 N. Broadway Room 710-B
Oklahoma City, OK 73102

Attn.: Area Manager E9-1-1 Public Safety
(Fax: 405 278 3501)

Such notice or demand will be deemed to be given or made when sent, if sent by facsimile or similar communication, or when deposited, postage prepaid, in the U.S. mail. The above addresses may be changed at any time by giving thirty (30) days' prior written notice as above provided.

IX. TERM OF AGREEMENT

This Agreement will become effective upon execution by all parties and remain in full force for 1 year thereafter and will automatically renew for 4 additional 1 year periods subject to Customers' availability and appropriations of funds, unless terminated by any party pursuant to paragraph IV above. Addenda are coterminous with this Agreement, unless expressly provided in the Addendum. Upon expiration of the term, the Agreement may be extended on a month to month basis subject to the agreement of both parties and subject to provisions of individual addendum.

X. RESPONSE TO BID, ADDENDUM TAKES PRECEDENCE OVER AGREEMENT

Any term in an Addendum that directly conflicts with this Agreement will be deemed to control with respect to Services provided pursuant to that Addendum. Unless otherwise specifically stated, the terms of the Second Response to Request for Bid will be deemed to control with respect to Services provided pursuant to this Agreement and any Addendum.

XI. ASSIGNMENT

No party may assign or transfer its rights or obligations under this Agreement except with the prior written consent of all of the other parties, which consent will not be unreasonably withheld. Notwithstanding the foregoing, all parties will have the right to assign this Agreement to any present or future affiliate, subsidiary or parent corporation by securing consent, and may grant to any such assignee the same rights and privileges party enjoys under this Agreement. In addition, AT&T Oklahoma may subcontract any portion of the Services to be performed with prior written approval of all parties.

XII. CHOICE OF LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma and venue shall be established for all disputes in the District Court of Oklahoma. This Agreement is subject to the laws of Oklahoma pertaining to public indebtedness and notwithstanding any other provision of this Agreement, the Response or any Addenda; any agreement of customers herein to make payments is subject to the sufficient appropriation of funds for such purpose by Customers. In the event that it is determined by an administrative agency or court of law that this Agreement violates any laws, ordinances or regulations, AT&T Oklahoma shall have the option of terminating this Agreement with no further obligation to Customers.

XIII. CONFLICT OF INTEREST

Each party represents and warrants that no officer, director, employee or agent of another party has been or will be employed, retained, paid a fee or otherwise has received or will receive, directly or indirectly, any personal compensation, "kickback" or any other consideration outside the specific terms of this Agreement in connection with or in contemplation of this Agreement or any future Addendum. Provided, however, the parties acknowledge that the Regional 9-1-1 Board anticipates hiring a project manager and may contact with one of the members of the Board after the execution of this Agreement to provide project management services to oversee the implementation of the terms of the Agreement.

XIV. CURE

AT&T Oklahoma will not be deemed to be in default under any term of this Agreement or any Addendum executed pursuant to this Agreement, and Customers will not seek or be entitled to enforce any remedy for any claimed default, unless AT&T Oklahoma fails to cure or correct same within ten (10) days following receipt of written notice from Customers.

Customers or any one of them will not be deemed to be in default under any term of this Agreement or any Addendum executed pursuant to this Agreement, and Customers will not seek or be entitled to enforce any remedy for any claimed default, unless Customers or any one of them fail to cure or correct same within thirty (30) days following receipt of written notice from AT&T Oklahoma.

XV. FORCE MAJEURE

AT&T Oklahoma will not be liable for any delay or failure to perform Services due to circumstances beyond its reasonable control including, by way of illustration only and not limitation, labor strikes, natural catastrophes, civil disturbances, material shortages, new or revised government regulations, fire, explosion, lightning, earthquake, power surges or failures, floods, storms, tornadoes, acts of

God, war, terrorist activities, delays caused by the other party equipment vendors or other similar causes. AT&T Oklahoma will be excused from performance during the period of such interference.

XVI. INDEPENDENT CONTRACTOR

Neither AT&T Oklahoma nor its employees, agents or representatives are employees, servants, partners or joint ventures of or with Customers. AT&T Oklahoma is an independent contractor and will at all times direct, control and supervise all of its employees, agents and representatives and their respective activities.

XVII. LABOR AND MATERIAL

AT&T Oklahoma will furnish all labor, tools, transportation, material and supplies specified in this Agreement except any items specifically listed in an Addendum or this Agreement as being furnished by Customers or others.

XVIII. MODIFICATION TO CONFORM TO LAWS

This Agreement and all obligations under will be subject to all applicable laws, rules and regulations (collectively, "Laws") including, by way of illustration and not limitation, the 1996 Federal Telecommunications Act. In the event this Agreement, or any of its provisions, Addenda or the operations contemplated hereunder, is found to be inconsistent with or contrary to any Laws, the latter will be deemed to control and, if commercially practicable, this Agreement will be regarded as modified accordingly and will continue in full force and effect as so modified.

If such modified agreement is not commercially practicable, in the opinion of either party, then the parties agree to meet promptly and discuss any necessary amendments or modifications to this Agreement. If the parties are unable to agree on necessary amendments or modifications in Addendum to comply with any Laws, then this Agreement may be terminated immediately by any party. In the event of such termination, Customers will pay AT&T Oklahoma all amounts due for Services provided by AT&T Oklahoma under this Agreement up to and including the effective date of termination.

XIX. NON-WAIVER

The failure of either party in its course of dealing to insist upon strict performance of any term, right or condition of this Agreement in any one or more instances shall not be construed as a waiver for the future of any such provision, but the same shall be and remain in full force and effect.

XX. RELEASES VOID

Customers will not require any waivers or releases of any personal rights from employees or representatives of AT&T Oklahoma in connection with the presence of such employees or representatives on Customers' premises, and no such releases or waivers will be pleaded by Customers or third persons in any action or proceeding.

XXI. RISK OF LOSS OR DAMAGE

Customers agrees to protect any items furnished by AT&T Oklahoma to Customers in connection with this Agreement, including all Addenda, and bear the risk of loss, theft or damage thereto while such items and/or other items are on Customers' premises until the Services are completed.

XXII. SEVERABILITY

If any of the provisions of this Agreement are determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement. The Agreement then will be construed as if it did not contain the particular invalid or unenforceable provision(s), and the rights and obligations of AT&T Oklahoma and Customers will be construed and enforced accordingly.

XXIII. SURVIVAL

Any obligation arising under this Agreement or any Addendum which by its nature will continue beyond the termination, cancellation or expiration hereof, including by way of illustration only and not limitation, those clauses entitled "LIMITATION OF LIABILITY", "SEVERABILITY", and "CONFIDENTIALITY" will survive the termination, cancellation or expiration of this Agreement.

XXIV. TAXES

In the event that Customer is liable under federal law for excise taxes or under state or local law for sales, use or similar taxes collected by AT&T OKLAHOMA on the Services (including any subcontractor's fees) provided under this Agreement and/or any Addendum, then AT&T OKLAHOMA will bill such taxes separately and Customer agrees to pay them.

XXV. ADDITION & EXECUTION OF ADDENDA

Whenever Customers desire AT&T Oklahoma to perform services in addition to those contained in this Agreement, or to change any services currently provided under this Agreement, Customers will request AT&T Oklahoma to prepare an

Addendum outlining the rights and obligations of the parties. The Addenda will (1) reference and incorporate the terms of this Agreement and all subsequent Addenda, (2) be sequentially numbered and fully executed by the parties, and (3) include in the term of the Addendum, a description of the features, type, quantity and rates for the Services, the location(s) where the Services will be provided, and any special terms and conditions.

If the terms set forth in an Addendum are acceptable, Customers will execute and return the Addendum to AT&T Oklahoma. If AT&T Oklahoma does not receive Customers' written acceptance of an Addendum within thirty (30) days of Customers' receipt, the Addendum may be deemed rejected.

Changes requested in services may include upgrades, downgrades and/or rearrangements of Services. Change charges may apply, and Customers will be advised of such charges at the time the change is requested. AT&T Oklahoma shall not be obligated to provide such changed services unless it consents and such changes have been reduced to writing in an Addendum that has been fully executed by the parties.

XXVI. GENERAL TERMS AND CONDITIONS

The terms and conditions of this Agreement are equally binding upon the Parties named herein, their heirs, assigns and successors in interest.

A. AT&T Oklahoma will rely on information provided by Customers and will not be responsible for any damages or costs that result from errors or omissions in such information. Except as otherwise provided in this Agreement, Customers will also obtain at their expense any necessary licenses, easements, permits and consents (including landlord's or mortgagee's consents) in connection with Services.

B. AT&T Oklahoma will have the right to suspend performance or to pursue any other remedies provided under this Agreement where Customers delay or fail to comply with this Agreement. If any of the measures described above are unreasonably expensive, Customers may request that AT&T Oklahoma suspend its performance under an Addendum until such time as an alternative remedy or course of performance is secured or agreed upon. If any such suspension lasts longer than thirty (30) days, AT&T Oklahoma may terminate that Addendum.

C. Provision of the Services is subject to the availability and operational limitations of the equipment and associated facilities. If the Services require use of Customers Equipment, such Customers' equipment must be compatible with AT&T Oklahoma's equipment and facilities and must conform to industry standards and specifications. Customers shall ensure the continuing compatibility of Customers' equipment.

D. Customers are responsible for the installation, operation and maintenance of Customers equipment. No combination of Customers' equipment shall: require change in or alteration of AT&T Oklahoma's equipment or services; cause electrical hazards to AT&T Oklahoma's personnel or damage to AT&T Oklahoma's equipment; cause the malfunction of AT&T Oklahoma's billing equipment; or cause degradation of service to other persons. Upon notice from AT&T Oklahoma that Customers' equipment is causing such hazard, damage, malfunction or degradation of the service, Customers shall promptly make such changes as shall be necessary to remove or prevent such hazard, damage, malfunction or degradation of the Service.

E. Customers shall provide AT&T Oklahoma with reasonable access to Customers' premises to enable AT&T Oklahoma to install, inspect, test, rearrange, maintain, repair or remove the Services. If AT&T Oklahoma responds to a request from Customers and access is denied or unavailable, standard time and material charges may apply.

F. It is a condition precedent to AT&T Oklahoma's obligations hereunder that: (a) Customer is not in default of Customers' obligations under this Agreement; and (b) the AT&T Oklahoma Network has not been damaged by Customer as a result of misuse, abuse, neglect, accident, improper environmental conditions, electrical voltages or currents, repair, alteration or maintenance by any person or party other than an authorized service facility, attachment of mechanical, electrical or electronic material or devices not supplied by AT&T Oklahoma, or any use that violates the instructions furnished by AT&T Oklahoma or the manufacturer.

G. According to the terms of the Second Response to Bid, AT&T Oklahoma agrees and understands that no Customer may enter into this Agreement or subsequent Addenda if AT&T Oklahoma is past due in payments to a Customer for any contract amount.

H. To the extent permitted by the Oklahoma Governmental Tort Claims Act, Title 51 Oklahoma Statutes, Sections 151 et seq. and by Oklahoma Constitution Article 10, Section 26 and as otherwise permitted by law, Customer shall indemnify, defend and hold harmless AT&T OKLAHOMA, its parents, affiliates and subsidiaries, and their respective officers, directors, employees, agents, successors and assigns from and against any claim, loss or damage involving: (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from Customer's own communications; or (2) Claims for patent or intellectual property infringement arising from Customer's acts of combining or using the Services in connection with Customer Equipment; and (3) any claims arising or allegedly arising in whole or in part from the performance or omission of Customer of any action. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which

may be raised under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., where applicable, all such limitations, exemptions, and defenses shall be available to and may be asserted by the Board.

I. To the extent permitted by the Oklahoma Governmental Tort Claims Act, Title 51 Oklahoma Statutes, Sections 151 et seq. and by Oklahoma Constitution Article 10, Section 26 and as otherwise permitted by law, Customers represent to AT&T Oklahoma that the limitation of liability for the provision of emergency services contained in Oklahoma law and in the AT&T Oklahoma General Exchange tariffs in Oklahoma apply to the services herein.

When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., where applicable, all such limitations, exemptions, and defenses shall be available to and may be asserted by the Board.

J. AT&T Oklahoma shall indemnify, defend and hold harmless Customers from and against any claim, or suit brought by a third party alleging the Services infringe such party's U.S. patents, trademarks or copyright on Intellectual Property, provided that Customers: (a) followed AT&T Oklahoma's reasonable instructions for use of any Intellectual Property associated with the Services; (b) did not modify the Services; (c) notifies AT&T Oklahoma promptly and in writing of any such claims; and (d) cooperates with and permits AT&T Oklahoma to control the defense, settlement or other handling of such claim or threatened claim to the extent of Customers rights, equipment and operability is not impaired. AT&T Oklahoma shall not be responsible for any claims resulting from Customers' combination of the Services with other products or services or Customers equipment.

K. Customers will schedule and coordinate the performance of work by suppliers, contractors or other entities working or present at a Customers' location in a manner which will not interfere with AT&T Oklahoma's performance of its Services within the time period specified in the applicable Addendum.

XXVII. USE OF CONFIDENTIAL INFORMATION

During the term of this agreement, each party may obtain confidential information from the other party. Written or other tangible confidential information must, at the time of disclosure, be identified and labeled as Confidential Information belonging to the disclosing party. When disclosed orally or visually, confidential information must be identified as confidential at the time of the disclosure with subsequent confirmation in writing within 15 days after disclosure. No party may during the term of this agreement and for 3 years thereafter disclose any of the other party's confidential information to any third party. No party may use the other party's confidential information except to perform its duties under this

Agreement. The confidential information restrictions will not apply to confidential information that is (1) already known to the receiving party (2) become publicly available through no wrongful act of the receiving party, (3) independently developed by the receiving party without the benefit of the disclosing party's confidential information, or (4) disclosed by the disclosing party which originated the confidential information to a third party without an obligation of confidentiality.

XXVIII. PUBLICITY

During the term of this agreement AT&T Oklahoma may refer to Customer, orally and in writing as Customer of AT&T Oklahoma and may publish a press release announcing in general terms that AT&T Oklahoma and Customers have entered into this Agreement, describing the general terms of the Agreement. Any other reference to any party by the other party requires written consent.

XXIX. ENTIRE AGREEMENT

This Agreement, including Addenda and applicable tariff, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, representations or understandings relating to the subject matter hereof. No amendments, modifications, or subsequent agreements concerning the subject matter of this Agreement will be effective unless made in writing. Each reference to a tariff provision in this Agreement shall be deemed to mean any and all similar tariff provisions or other regulations changed or established from time to time in lieu of said tariff provision during the term of this Agreement. In the case of a discrepancy between the tariffs, this Agreement and any Addendum the governing provision shall be first, the tariff, then, the Addendum, and finally this Agreement.

XXX. EXECUTION IN PARTS

This Agreement may be executed in parts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Upon execution of the parts, duplicate signature pages shall be sent to the Regional 9-1-1 Board c/o INCOG. INCOG shall compile a complete original and forward the same to AT&T Oklahoma and to each Customer.

XXXI. NOTICE OF TARIFF ACTIONS

The parties acknowledge and agree that portions of this agreement are governed and regulated by the Universal Emergency Number Service Tariff governing the delivery of 9-1-1 services in Oklahoma. AT&T Oklahoma agrees to provide the Regional 9-1-1 Board a copy of any application of any type that has been filed by AT&T Oklahoma with the Oklahoma Corporation Commission in which AT&T Oklahoma seeks to affect the Universal Emergency Number Service Tariff.

XXXII. ADDENDA

The following is a list of the addenda attached to the Agreement at the time of execution:

ADDENDUM 1	HOSTED E 9-1-1 SERVICES
ADDENDUM 2	INSTALLATION, MAINTENANCE & TRAINING
ADDENDUM 3	FRAME RELAY
ADDENDUM 4	DATABASE & SELECTIVE ROUTING
ADDENDUM 5	MAPPING

**ADDENDUM NO. 1 to the MASTER SERVICES AGREEMENT
BETWEEN
THE REGIONAL 9-1-1 BOARD
THE CITIES OF CLAREMORE, COLLINSVILLE
GLENPOOL, JENKS, OWASSO, SAND SPRINGS, SAPULPA AND TULSA, THE TOWN OF
SKIATOOK, AND ROGERS COUNTY (Customers) and SOUTHWESTERN BELL
TELEPHONE, L.P. d/b/a AT&T OKLAHOMA (AT&T Oklahoma)**

HOSTED E9-1-1 SERVICES

(Incorporation of Part 2 of the Response to Request for Bid)

HOSTED SERVICE

1. AT&T Oklahoma's response to Part 2 of the Request for Bid (Response) is attached hereto and incorporated herein by reference.
2. AT&T Oklahoma agrees to provide and Customers agree to pay for Hosted E9-1-1 Service. Hosted Service shall be defined as the provision of all equipment and services necessary to provide accurate, NENA compliant Enhanced 9-1-1 service to Customers. Under a hosted service agreement, AT&T Oklahoma will retain ownership of all equipment and provides or contracts to provide all necessary services as specified in this Agreement. AT&T will be fully responsible for the repair or replacement of that equipment during the term of this agreement.
3. AT&T Oklahoma agrees to enter into all necessary contracts and arrangements with 9-1-1 network, service providers, database providers, voice recording equipment providers, and other such 9-1-1 service providers in order to provide Hosted E9-1-1 service to Customers.
4. All equipment, except customer premise equipment, will be located at AT&T Oklahoma sites with restricted access to personnel and authorized contractors.

EQUIPMENT

1. As part of this agreement, AT&T Oklahoma agrees to provide and Customers agree to pay for Plant CML Patriot 9-1-1 Call Taking system as more particularly described in, Part 2 of the Response.
2. Except for those component parts specifically excluded by the parties herein, any and all component parts required to make the call processing system fully operational that are not described in this Agreement, shall be provided at AT&T Oklahoma's expense.

PAYMENT

1. Customers agree to pay their proportional monthly share of charges for Equipment, Maintenance, Network, Frame Relay, Selective Routing and Database; (“Services”) to AT&T Oklahoma in the amounts identified in Attachment 1 to this Addendum.
2. Charges for services shall begin for each PSAP after the Hosted 911 System is in operational condition for 72 consecutive hours without major malfunctions (defined as Priority Three failures in paragraph 2.4.3 of Part 3 of the Response) and final acceptance for that PSAP has occurred. Minor issues (defined as Priority Four failures in paragraph 2.4.4 of Part 3 of the Response) shall not preclude acceptance. Charges shall equal 100% of the individual PSAP circuits, one time charges, database and frame relay and 85% of the monthly per position price per PSAP. Fifteen percent of the PSAP position price shall accrue but will be retained by the Regional 9-1-1 Board until final acceptance of the entire Hosted 911 System.
3. Payments for Services shall be made as follows.
 - A. AT&T Oklahoma will deliver monthly to the Regional 911 Board an itemized invoice showing 1/60th of the total Equipment and Maintenance charges (\$96,114.85 per month) and the monthly amount for all other Services in accordance with the prices stated in Attachment 1.
 - B. The Regional 911 Board will calculate the proportional share due from each Customer for all Services, and then invoice each Customer for that amount. Each Customer agrees to pay The Regional 911 Board the monthly invoiced amount. Payments are due 30 days from the receipt of the Board’s invoice.
 - C. The Regional 911 Board shall aggregate the Customers payment and make one remittance to AT&T Oklahoma. Payments are due 30 days from the receipt of the invoice.
3. Proportions will be determined each fiscal year by INCOG by comparing the proportion of the population estimate of each Customer as compared to the population estimate of all Customers combined pursuant to the terms of the Interlocal Agreement creating The Regional 911 Board. Proportions for each jurisdiction for FY 2008 (July 1, 2007 to June 30, 2008) appear on Attachment 1 for reference.
4. As part of this Agreement, specifically identified Customers agree to purchase mapping hardware, software & warranty from AT&T Oklahoma as set out in the Addendum 5. AT&T Oklahoma shall separately itemize or separately invoice the mapping amount per jurisdiction so that The Regional 911 Board can pass those cost through to the Customers without including them into the proportional calculations.

SOFTWARE LICENSES

According to the terms of the Response, AT&T Oklahoma hereby grants to Customers a personal, nontransferable, non-exclusive license to use all software associated with this Agreement, on or with the corresponding Equipment. AT&T Oklahoma or its licensors shall retain and continue to own all right, title and interest in any software and all copies.

REPAIRS

Except as otherwise provided in this Agreement, AT&T OKLAHOMA will provide to Customers: (a) 24 hours x7 days x365 days per year support through the AT&T OKLAHOMA E9-1-1 Resolution Center, accessible by a Toll Free number. (b) dispatch service; and (c) diagnostic service and network monitoring from the central office. Except as otherwise provided in the Addenda, if AT&T OKLAHOMA dispatches its service technician to Customers' premises to respond to a trouble report regarding network Services and the service problem is found to be in or caused by Customers' equipment, standard time and material charges will apply. Customers agree to pay such charges.

ACCEPTANCE

The installed AT&T Hosted 911 system will be considered accepted when the Customer's representatives and AT&T agree that the following criteria have been met:

1. Installation shall be deemed complete when the Hosted 911 System is in an operating condition on a PSAP by PSAP basis. Minor issues (defined in Part 3 paragraph 2.4.4) not materially affecting system functionality shall be noted and shall be promptly remedied by AT&T. Minor issues will not preclude acceptance for each PSAP but must be resolved prior to final acceptance of the entire Hosted 911 System.
2. Acceptance will occur once the quality and reliability of the system has reached a level of stability such that the Hosted 911 system has been cut over, and has been in constant use as the primary source of 9-1-1 services for 72 consecutive hours without major malfunctions. Major malfunctions shall be defined as Any Priority 1, 2 or 3 failure (Part 3 paragraphs 2.4).

**ADDENDUM NO. 2 to the MASTER SERVICES AGREEMENT
BETWEEN
THE REGIONAL 9-1-1 BOARD
THE CITIES OF CLAREMORE, COLLINSVILLE
GLENPOOL, JENKS, OWASSO, SAND SPRINGS, SAPULPA AND TULSA, THE TOWN OF
SKIATOOK, AND ROGERS COUNTY (Customers) and SOUTHWESTERN BELL
TELEPHONE, L.P. d/b/a AT&T OKLAHOMA (AT&T Oklahoma)**

INSTALLATION, WARRANTY, MAINTENANCE & TRAINING

(Incorporation of Part 3 of the Response to Request for Bid)

1. AT&T Oklahoma's response to Part 3 of the Response to Request for Bid (Response) is attached hereto and incorporated herein by reference.
AT&T Oklahoma agrees to provide, installation, warranty, maintenance & training in a manner more specifically set out therein.
2. AT&T Oklahoma will be responsible for procuring and installing all equipment, network, frame relay and all related equipment, hardware, software or services needed to provide a "turn key" installation from 9-1-1 Caller to Dispatcher.
3. AT&T Oklahoma shall designate one (1) individual as the Project Manager for the entire term of the installation. The Project Manager shall manage follow-up and resolution of outstanding issues, coordinate resources among other AT&T representatives and entities to ensure compliance with timelines, stay abreast of all aspects of this project and be responsive to inquiries and requests associated with the project outlined in this Agreement. AT&T must notify the Regional 911 Board in writing at least 10 business days in advance of any permanent change of the individual fulfilling this Project Manager role.
4. Customers will designate one individual Project Manager for the entire term of the installation. The Project Manager shall be a single point of contact for AT&T on all issues that affect more than one PSAP. The PSAP managers and the Project Manager will work together with AT&T Oklahoma on all issues that affect only 1 PSAP. AT&T will keep the Project Manager informed as to the status of installation projects. The Project Manager, the Customers and AT&T will work together to assure proper installation of equipment and services under this Agreement.
5. At Customer's option, AT&T Oklahoma will dispose of existing telephone equipment and cable that is abandoned as a result of the new system installation.
6. The installation of Services shall be conducted pursuant to the "Proposed Implementation Schedule" which is attached hereto and referred to as it was in the Response as Attachment 10.

7. AT&T Oklahoma agrees that preliminary and final acceptance of the equipment and service shall take place according to the "Preliminary and Final Test Plan" which is attached hereto and referred to as it was in the Response as Attachment 11. With regard to equipment or service that is specific to an individual PSAP, the PSAP manager will initial the plan as "Customer". With regard to equipment or service that applies to more than one PSAP, the Project Manager appointed by the Regional Board will initial the plan as "Customer".
8. AT&T Oklahoma agrees to provide Warranty & Maintenance as outlined in the Second Response to Bid. All applicable warranty and maintenance terms shall not begin to run until final acceptance of the entire Hosted 9-1-1 system. Since AT&T Oklahoma is providing a hosted solution, the responsibility for and payment of costs for repair or replacement of malfunctioning equipment, hardware or software shall be fully born by AT&T Oklahoma during the term of this agreement and any extension thereto.
9. AT&T Oklahoma agrees to provide at the election of Customers for extended maintenance beyond the end of year 5, for up to 2 years at a price not greater than \$1568.35 per workstation per month in year 6 and \$1582.22 per workstation per month in year 7. AT&T Oklahoma will notify Customers at least 90 days prior to expiration of their right to elect the extended warranty. Customers must notify in writing AT&T Oklahoma of their intent to elect extended maintenance at least 30 days prior to the end of the Master Service Agreement. If Customers comply with this notice provision, AT&T Oklahoma agrees that there will be no period of time after year 5 and before the beginning of year 6 without maintenance coverage.
10. AT&T Oklahoma agrees to provide training to Customers' employees pursuant to the terms of the Response.

**ADDENDUM NO. 3 to the MASTER SERVICES AGREEMENT
BETWEEN
THE REGIONAL 9-1-1 BOARD
THE CITIES OF CLAREMORE, COLLINSVILLE
GLENPOOL, JENKS, OWASSO, SAND SPRINGS, SAPULPA AND TULSA, THE TOWN OF
SKIATOOK, AND ROGERS COUNTY (Customers) and SOUTHWESTERN BELL
TELEPHONE, L.P. d/b/a AT&T OKLAHOMA (AT&T Oklahoma)**

**FRAME RELAY SERVICE
NETWORK SERVICE**

(Incorporation of Appendix B of the Response to Request for Bid)

1. AT&T Oklahoma agrees to provide and Customers agree to pay for frame relay service more specifically described in Appendix B response 10 and 10a to the Response to Request for Bid (Response) which is attached hereto and incorporated herein by reference with the changes noted herein.
2. At the time of the execution of this contract, the location of the Tulsa Backup PSAP is in doubt. Appendix B anticipated providing 9 meg of bandwidth to the 9-1-1 Civic Center as Tulsa's Backup location. In the event that the backup location is moved, AT&T Oklahoma agrees to provide frame relay service to the new location or locations, according to the terms of a subsequent Addendum, which the parties agree to enter into specifying the charges incurred, if any, for a change in the Tulsa Backup PSAP location.
3. Should any PSAPs choose to consolidate answering points or to move its PSAP during the term of this agreement, AT&T Oklahoma agrees to disconnect the frame relay and to forgo the charges for frame relay service for the terminating PSAP as defined in this agreement, and to negotiate changes to the frame relay service, if any, to the consolidated or new PSAP at the then tariffed rates.
4. AT&T Oklahoma agrees to provide and Customers agree to pay for Network Services more specifically described in Appendix B response 8 and 9 to the Response.
5. All terms, conditions, rules and regulations set forth in the "Enhanced 9-1-1 Universal Emergency Number Service" tariff are incorporated by reference herein.
6. The prices itemized for Network Service in Appendix B are good for a term of 60 months from final acceptance of this agreement. The price for subsequent terms, if any, shall be the price in AT&T Oklahoma's tariffs for such services in effect on the 6th-year renewal date of this Agreement.
7. The Parties agree that the network requirements will be audited annually to determine if additional trunking capacity is needed based on the previous year's usage. If additional capacity is needed, the parties will execute an Addendum pursuant to the terms of this

Agreement, specifying the additional capacity. The price will be the tariffed price for such services in effect on the 6th-year renewal date of this Agreement.

8. AT&T Oklahoma retains ownership of all network equipment and services.

9. Upon request by AT&T Oklahoma, Customers will furnish new streets or subdivisions or ESN maps to the person AT&T Oklahoma designates in order for AT&T Oklahoma to update PSAP response boundaries. Customers will cooperate with AT&T Oklahoma to provide updated geographical information as needed.

10. AT&T Oklahoma will provide network from the selective router to ILEC meet points, and end office to PSAP trunks to be handed off at the ILEC meet points.

11. The Network Service is provided solely for the benefit of Customers. The provision of such service shall not be interpreted, construed or regarded as being for the benefit of, of creating any AT&T Oklahoma obligation toward any right of action on behalf of, any third party or other legal entity.

12. AT&T Oklahoma does not undertake to answer and forward Enhanced 9-1-1 calls, but to furnish the use of its facilities to enable Customers to respond to such calls with Customers' personnel on Customers' premises.

13. AT&T Oklahoma shall not be liable for any loss or damages arising out of errors, interruptions, defects, failures or malfunctions of the Service, including any and all network facilities and data processing systems associated therewith. Damages arising out of such interruption, defects, failures, or malfunctions of the system after AT&T Oklahoma has been so notified and has had a reasonable time for repair shall in no event exceed an amount equivalent to the charges for the service affected for the period following notice from Customers until Service is restored.

**ADDENDUM NO. 4 to the MASTER SERVICES AGREEMENT
BETWEEN
THE REGIONAL 9-1-1 BOARD
THE CITIES OF CLAREMORE, COLLINSVILLE
GLENPOOL, JENKS, OWASSO, SAND SPRINGS, SAPULPA AND TULSA, THE TOWN OF
SKIATOOK, AND ROGERS COUNTY (Customers) and SOUTHWESTERN BELL
TELEPHONE, L.P. d/b/a AT&T OKLAHOMA (AT&T Oklahoma)**

**DATABASE SERVICES
(incorporation of Appendix B of the Response to Request for Bid)**

1. AT&T Oklahoma agrees to provide and Customers hereby agree to pay for Database Management Services more specifically described in Appendix B response 11 and 12 to the Response to Request for Bid (Response) which is attached hereto and incorporated herein by reference.
2. Database Management Service shall be priced at \$95.00 per 1,000 EAAs per month to be paid in advance. The number of EAAs per Customer and the total monthly cost per Customer at the time of the execution of this agreement appears in the attached Appendix B.
3. Annually, upon the date of the execution of this agreement, AT&T Oklahoma shall audit the database to determine the total number of EAAs actually managed therein. The number of EAAs for which Customers shall pay for the following year shall be that determined by AT&T Oklahoma as a result of the audit. AT&T Oklahoma shall notify the Regional 9-1-1 Board of the results of its annual audit, as soon as the results become available.
4. Database Service is supported by the AT&T Oklahoma Database Integrity Unit. Customer training on MSAG Mail and ASK Report will be provided at Customer's request at a reasonable time to be agreed upon by the parties. Customer agrees to use the Information Manager or similar program provided by AT&T Oklahoma to notify the DIU of any changes to the MSAG such as but not limited to misroutes, new streets and "record not found" occurrences.
5. Customers agree to cooperate with AT&T Oklahoma to provide such other information that may be needed to assist in the determination of PSAP boundaries or other call routing issues.
6. Corrections to the MSAG records in Customers' database will be accomplished by AT&T Oklahoma within 24 hours, unless the changes involve the creation of new streets or sub-divisions. In that case, additions to the MSAG shall be accomplished within 5 working days. The number of changes submitted at one time shall not exceed 20 without prior notice to the DIU.
7. All Services provided hereunder are made available on the same terms, conditions and prices contained in AT&T Oklahoma's tariffs for such Services, as amended, approved by and on file with the Corporation Commission, which are in effect at the time Services are rendered to Customers and are hereby incorporated by reference into this Agreement.

8. In event Services are terminated by Customers prior to the end of this agreement, Customers agree to pay AT&T Oklahoma the monthly rate for the Services terminated multiplied by 3 months.

**ADDENDUM NO. 5 to the MASTER SERVICES AGREEMENT
BETWEEN
THE REGIONAL 9-1-1 BOARD
THE CITIES OF CLAREMORE, COLLINSVILLE
GLENPOOL, JENKS, OWASSO, SAND SPRINGS, SAPULPA AND TULSA, THE TOWN OF
SKIATOOK, AND ROGERS COUNTY (Customers) and SOUTHWESTERN BELL
TELEPHONE, L.P. d/b/a AT&T OKLAHOMA (AT&T Oklahoma)**

**MAPPING
(Incorporation of Part 2 and Appendix B)**

1. AT&T Oklahoma agrees to provide and the following Customers agree to pay for mapping hardware and software (Mapping) described in Appendix B response 3 to the Response to Request for Bid (Response) and in Part 2 response 2.21 and response 5-5.3, and Tab 8, which is attached hereto and incorporated herein by reference with the changes noted herein.
2. The following Customers will purchase ORION MapStar hardware and software licenses more specifically described in the Response at the price listed below for a term of 60 months beginning upon final acceptance of the equipment:

Customer	Number of Workstations	Price Per Month
Claremore	2	\$236.90
Collinsville	2	\$236.90
Glenpool	2	\$236.90
Jenks	2	\$236.90
Owasso	3	\$355.35
Rogers Co.	2	\$236.90
Sand Springs	2	\$236.90
Sapulpa	2	\$236.90
Skiatook	2	\$236.90

3. Since AT&T Oklahoma is providing a hosted solution, the responsibility for repair or replacement of malfunctioning mapping hardware or software shall be fully born by AT&T Oklahoma for the term of this agreement and any extension thereto. All costs associated with repair or replacement shall be born by AT&T Oklahoma.
4. Maintenance costs after the 60 month period has expired will be extended for a maximum of 2 years. For the first year after the expiration of the warranty period, the price for maintenance shall equal the price per month mapping hardware and software plus 1% of the monthly price. For the second year, the price for maintenance shall equal last year's monthly price plus 1%. At the end of 2 years, or upon the election of the parties anytime after the expiration of the 60 month term of this Agreement, the mapping system shall either be

removed from service or replaced with a new system whose price is mutually negotiated by the parties.

5. AT&T Oklahoma will provide as part of this agreement all software updates and software support for the term of this agreement and any extension thereto.

6. Customers may terminate their participation under this Agreement by giving AT&T Oklahoma 30 days notice of their intent to terminate. Upon termination, Customer shall pay the price per month for times 3 months. Other Customers which are members of the Regional 911 Board may choose to participate under the terms of this Addendum. In that event, the newly participating Customer and AT&T Oklahoma will execute a new Addendum that outlines the hardware and software and the price per month for that Customer for participation. Billing and payment will be made in accordance with the terms of the Master Service Agreement.

7. Training for the use of ORION MapStar will take place concurrently with the training for equipment, more specifically described in Addendum 2.

8. It will be the responsibility of Customers to provide maps in ESRI format for use in the mapping system, to maintain those maps locally, to submit changes to the MSAG timely pursuant to the terms of Addendum 4, and to synchronize those maps among jurisdictions in any way the Customers deem appropriate.

**ADDENDUM NO. 6 to the MASTER SERVICES AGREEMENT
BETWEEN
THE REGIONAL 9-1-1 BOARD
THE CITIES OF CLAREMORE, COLLINSVILLE, GLENPOOL, JENKS,
OWASSO, SAND SPRINGS, SAPULPA AND TULSA,
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T OKLAHOMA (AT&T
Oklahoma)**

**Addition of Bixby, Oklahoma as a party to the agreement.
Clarifying the payment terms in the agreement.**

Inclusion of Bixby

The Regional 9-1-1 Board (Board) voted on the 4th day of March, 2009 to include the city of Bixby, Oklahoma as a full member of the Board. All jurisdictions have executed the amendment to the Interlocal agreement which added Bixby as a member. The Board, its member jurisdictions and Bixby desire to purchase from AT&T the identical equipment and services identified in the Master Services Agreement and Addenda 1 through 5 inclusive, in order to make Bixby's 9-1-1 center identically equipped and equally functional as the other member jurisdiction call centers.

AT&T agrees to provide the identical equipment and services identified in the Master Services Agreement and Addenda 1 through 5 inclusive at the price contained therein. Payments to AT&T for Bixby shall begin on 20th day of August, 2009 and continue monthly, with the last payment being due in April, 2013.

Payment Terms

In the process of implementing the terms of the Master Service Agreement, it became obvious to all parties that the terms defining the beginning and ending date for payments were ambiguous. The parties hereby agree that payment for equipment and services for Claremore, Collinsville, Glenpool, Jenks, Owasso, Sand Springs, Sapulpa and Tulsa began in May, 2008 and will continue monthly, with the last payment being due in April, 2013.

In all other respects the Master Service Agreement and Addenda 1 through 5 inclusive remain in full force and effect.

**ADDENDUM NO. 7 to the MASTER SERVICES AGREEMENT
BETWEEN
THE REGIONAL 9-1-1 BOARD
THE CITIES OF BIXBY, CLAREMORE, COLLINSVILLE, GLENPOOL, JENKS,
OWASSO, ROGERS COUNTY, SAND SPRINGS, SAPULPA, SKIATOOK,
AND TULSA,
SOUTHWESTERN BELL TELEPHONE, d/b/a AT&T OKLAHOMA (AT&T
Oklahoma)**

**Extension of the Term of the Contract
Installation of Equipment
Notice**

The undersigned parties agree to extend the terms of the Master Service Agreement for 1 additional 1-year period which will thereafter automatically renew on May 1, 2014 for another 1-year period, subject to Customers' availability of funds and appropriations.

The parties may extend the agreement thereafter for up to two 1-year periods by mutual agreement reduced to writing, upon written notice at least 60 days prior to the end of the term.

Equipment

AT&T will provide and install Cassidian Patriot 4.2 equipment, compatible software, and services in Customers' 9-1-1 centers when it becomes available, a time estimated to be in the 2nd or 3rd quarter of 2013. Installation will be according to a timetable agreed to by AT&T and Customers in writing. Acceptance of the installation will be according to a procedure to be negotiated by the parties and approved by the Regional 9-1-1 Board.

Payment

Customers agree to pay for Hosted E9-1-1 service including the upgraded equipment described herein at the price previously agreed to in Attachment 1 of the Master Services Agreement. Positions in addition to those installed at the time of this addendum will be priced consistently with the per position rate agreed in this addendum. The scope of this addendum is limited to E9-1-1 call handling equipment; provisions in the Master Service Agreement relating to 911 network/s, 911 database service, or any other service are outside the scope of this addendum.

Warranty

The warranty provisions contained in the Master Service Agreement remain in effect for the upgraded equipment during the term of this agreement

without an escalation in prices as originally anticipated in year 6 of the Agreement.

Notice

Any notice or demand which may be given by the parties will be given in writing addressed to the respective parties as shown:

CUSTOMERS
Regional 9-1-1 Board
c/o INCOG
2 W 2nd Suite 800
Tulsa, OK 74103
Attn: Darita Huckabee
dhuckabee@incog.org

AT&T
Southwestern Bell Telephone
d/b/a/ AT&T Oklahoma
405 N. Broadway Room 710-B
Oklahoma City, OK 73102
Attn: Area Manager E9-1-1 Public
Safety.

This Addendum may be executed in parts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

In all respects other than specifically stated herein, the Master Service Agreement and Addenda 1 through 6 inclusive remain in full force and effect.

APPROVED this _____ day of _____, 2013.

CITY OF _____

By _____
(Name)
(Title)

ATTEST:

By _____
(Name)
(Title)



To: HONORABLE MAYOR AND CITY COUNCIL
From: Roger Kolman, City Manager
Date: August 11, 2015
Subject: Professional Services Agreement – Crossroads Communications

Background:

The City has contracted with Crossroads Communications, LLC since 2007 to provide consulting in the areas of economic development, research, public relations, and communications. Ms. Vavrinak and her team have represented the city well during that time and staff sees great value in retaining their services for another year.

A difference to note between the proposed agreement and prior year's agreements is that the city is moving toward using standardized professional service agreements drafted by the city rather than relying upon agreements presented by contractors.

The proposed fees in this agreement for the 2015-2016 fiscal year are \$42,000, which represents an increase of \$500/month over the prior year, recognizing additional projects that the contractor will be taking on this fiscal year. This contract is included in the adopted budget at line item 01-6-11-6259.

Staff Recommendation:

Staff recommends approval of the proposed agreement with Crossroads Communications, LLC.

Attachments:

Proposed agreement.

CONTRACT FOR PROFESSIONAL SERVICES

For Economic Development Consultation Services
Crossroads Communications, LLC

This Contract ("Contract") for Economic Development Consultation Services is made and entered into as of the 1st day of July 2015 by and between the City of Glenpool ("City") and Crossroads Communications, LLC ("Consultant").

This Contract shall be in effect as of the 1st day of July 2015 and shall be in effect through the 30th day of June 2016. The Contract Term may be extended or renewed by written mutual agreement of both parties.

WHEREAS, the Consultant offers specialized services for which the Consultant is a uniquely and discreetly qualified source, to wit: successful business attraction projects in numerous Oklahoma communities; performing site studies and assessments for developers considering land acquisition and business development in Tulsa and across northeastern Oklahoma; public relations and marketing strategy, communication, planning, and implementation; and in-depth research through public and private industry-leading sources to support data assessments and add strength and credibility to its recommendations; and

WHEREAS, the City desires to enter into a Contract with the Consultant for the purposes set forth below.

NOW THEREFORE, the City and the Consultant do mutually agree as follows:

I. Scope of Services

A. Objectives of Contract/Performance Criteria

The objectives of the contractual relationship between City and Consultant are to: retain and increase investment in the City by commercial business entities; manage the City's public image through public relations; provide consultation regarding community outreach and communication; improve the retail environment by providing support, information, advice, assistance and publicity for existing or potential businesses/developers/retailers in the City; facilitate new investment by commercial enterprises, thereby increasing the City's ability to increase its sales tax base and improve the quality of life for citizens who no longer have to travel to obtain goods and services; and enhance the City's ability to attract new residents and new businesses who seek locations where they can find and retain talented employees. Consultant will serve as a resource for public relations advice and project management/execution for the City, as a marketing and advertising advisor and agency, and as an economic development resource for City staff. Consultant will also serve as a facilitator for new business development through active recruitment and through assistance in making needed connections or providing demographic information.

B. Public Relations

1. Manage public relations efforts for the City, including writing for the media, distribution, coordination efforts, utilizing media contacts, and event planning within reasonable limitations;
2. As called upon, serve as City spokesperson and media coordinator for interviews, information, and other necessary media contact for both traditional and digital/social media;
3. Work with City staff to identify, write and share potential positive stories to build community image and engagement; and
4. Serve as crisis communications point person when necessary or advisable.

C. Economic Development

1. Advise and assist the City regarding efforts to make the City an attractive new location for retailers using the International Council of Shopping Centers (“ICSC”) as a clearinghouse for remaining 2015 events and preparing for ICSC’s annual feature event, “RECon 2016”;
2. Apprise City Manager, through regular meetings, of the status of efforts, such as specific data gathering and retailers’ requesting or receiving data about the City;
3. Advise and assist the City pertaining to real estate transactions, opportunities or processes in regard to development efforts;
4. Advise and assist the City pertaining to incentives, infrastructure needs, partnering with developers and using development agreements to the best advantage of the City;
5. Serve as a liaison between the City and the development community as needed to facilitate the process of commercial investment in the community, including follow-up;
6. Maintain and grow relationships with site selection professionals;
7. Advise and assist the City with planning and execution of further specific marketing efforts geared toward Fall 2015 ICSC events and other development or economic opportunities as they arise, including continued marketing assistance for the Glenpool Conference Center, updates to pertinent economic development information on the City website and other tools necessary to market the City.

D. Other

The foregoing scope of services is exemplary only and Consultant may be called upon to perform such other tasks as are reasonably consistent with, and will best facilitate achievement of, the stated Objectives.

E. Acknowledgement of Disclaimer and Representation of Good Faith

1. Although Consultant expects to complete successfully the Objectives identified in subsection A. of this section, City acknowledges and agrees it is impossible to guarantee any level of investment (or any investment at all) because market conditions, retailers' business plans, City policies and other market drivers are subject to change at any time and are beyond the control of Consultant. City acknowledges that Consultant expressly disclaims all warranties, either express or implied, with respect to general or specific results from services delivered.
2. In no event shall Consultant be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, internal expenses or opportunity costs, consequential damages, or other pecuniary loss) arising out of the use of, or failure of City to use, the services delivered or the results thereof, except to the extent such damages result from grossly negligent or intentional acts of Consultant.
3. The Consultant agrees that any advice or service provided under this Contract is true and correct to the best knowledge and ability of Consultant and will be provided in good faith.

II. Compensation

Description	Quantity	Unit Price	Cost
Consultation fee, per month, payable to Consultant upon the execution of this Contract and then monthly on the 15th of each month during the Term of the Agreement.	12	\$3,500.00	\$42,000.00
Travel and Lodging when on City business and only when specifically requested by the City and pre-approved by the City Manager. Pre-approval shall not be required for travel and lodging in connection with either of the Fall/Texas ICSC event or the RECON 2016 event.	TBD	TBD	TBD
Notes: specific deliverables, such as printing, web site development, posters, etc., are not included in the consultation fee and, if required, will be estimated separately based on the City's specific public relations and economic development needs. Periodic reports and related information provided by Section J. of this Contract are included in the consultation fee and there will be no additional charge for such reports and information.			

Description	Quantity	Unit Price	Cost
			\$42,000.00

IV. General Terms And Conditions

A. Termination.

City and Consultant agree that the term of this Contract is for twelve months, as specified above, and the Contract shall not be revoked, canceled or terminated by City except for gross negligence or intentional misconduct of Consultant or an unforeseeable bona fide change of circumstances rendering the Contract moot. The Contract shall not be revoked, canceled or terminated by Consultant except for a default of payment by City to Consultant that is not remedied within 30 days of notification by Consultant.

B. Subcontract/Assignment Notification

None of the work and services covered by this Contract may be subcontracted or assigned to any third party without written consent of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Contract.

C. Amendments

The work and services to be performed and any other terms or conditions of this Contract may be amended only upon written agreement of both parties.

D. Event of Default.

An "Event of Default" under this Agreement shall be defined as, and shall occur when, either party fails or refuses to perform and/or pay in connection with any of its obligations or representations provided for in this Agreement, and if such failure or refusal shall continue uncured for 30 days following written notice of default served on the defaulting party by the non-defaulting Party.

E. Disputes, Interpretation, Remedies

1. In the occurrence of an event of default as provided by subsection D., or the parties fail to agree on the interpretation and implementation of any material provision of this Contract, the details of such event of default or disagreement shall be forwarded to the legal counsels of both parties for review and recommendation. Both parties shall attempt in good faith to resolve any dispute without further recourse.
2. In the event that the parties are unable otherwise to resolve any dispute under this Contract, the parties agree that such dispute shall be resolved by an appropriate action to be submitted to Dispute Resolution Consultants of Tulsa, Oklahoma. The results of mediation by DRC shall be binding on the parties.

3. Remedies shall be limited to actual monetary damages, without consequential or punitive damages; all attorney fees to be paid by losing party; and specific performance, as appropriate.
4. Neither forbearance nor payment by the City shall be construed to constitute waiver of any remedies for any default by the Consultant that exists then or occurs later.

F. Severability Clause

If any provision under this Contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity shall not affect any other provision of this Contract or its application that can be given effect without the invalid provision or application.

G. Hold Harmless Clause

The City understands and agrees that any advice or service provided under this Contract is true and correct to the best knowledge and ability of Consultant and will be provided in good faith. The City accepts full responsibility for its decisions to act or not act according to said advice and agrees to indemnify and hold harmless Crossroads Communications, LLC, its principals, employees, sub-contractors and associates pertaining to outcomes or situations that arise from the advice, materials or other items provided under this Contract, except to the extent otherwise provided by subsection E.2.

H. Personnel

1. The Consultant represents that it will secure all such personnel as may be required in performing the services provided under this Contract. Such personnel shall not be employees or agents of, or have any contractual relationship with, the City.
2. The Consultant has full responsibility for payment of workers' compensation insurance, unemployment insurance, social security, state and federal income tax and any other deductions required by law for its employees.
3. All of the services required hereunder will be performed by the Consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

I. Conflict of Interest

1. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any function or responsibility in connection with the planning and carrying out of any project or service pursuant to this Contract, shall have any personal financial interest, direct or indirect in such project or service, and the City shall take appropriate steps to assure compliance herewith.
2. The City covenants that it presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of Consultant's services under this Contract. The City further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

3. No partner, member, associate or employee of the Consultant who exercises any function or responsibility in connection with the planning and carrying out of any project or service pursuant to the Contract, shall have any personal financial interest, direct or indirect in such project or service, and the Consultant shall take appropriate steps to assure compliance herewith.
4. The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Contract. The Consultant further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

J. Reports and Information

1. The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as the City may reasonably request pertaining to the services undertaken pursuant to the Contract, costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this Contract.
2. Consultant shall furnish the City narrative reports and financial reports, as applicable, related to the performance of this Contract in the forms and at such times as may be required by the City.

K. Records and Audits

1. The City and its authorized representatives shall have the right, at any time during normal business hours and subject to a three-day notice of request, to audit, examine and make copies of or extracts from all documents, reports, correspondence, records and any other materials without limitation, to the extent they pertain to performing such audit, examination, copying or extraction, whether maintained in written, electronic, or other form, relating to or pertaining to this Contract kept by or under the control of the Consultant, its employees, agents, assigns, successors, and subcontractors.
2. Consultant shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this Contract throughout the Term of this Contract and for a period of five years following the termination of this Contract or any extension or renewal of this Contract. Consultant shall, as often as deemed necessary by the City, permit authorized representatives of the City and its authorized representatives to have full access to and the right to examine fully all such materials.
3. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by City. If an audit performed under this authority discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit from the Consultant. Any adjustments and/or payments that must be made as a result of any such audit of the Consultant's records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant. Such reimbursement shall not exhaust City's remedies under this authority.

L. Choice of Law.

This Agreement is made and entered into in the State of Oklahoma and shall in all respects be interpreted, enforced and governed under the laws of that state.

M. Entire Agreement.

This Agreement sets forth the entire understanding between the parties, and there are no terms, conditions, representations, warranties or covenants other than those contained herein. This Agreement supersedes any and all prior discussions or negotiations, whether oral or written, of the Parties.

N. Amendment or Termination.

No term or provision of this Contract may be amended, waived, released, discharged or modified in any respect, nor may this Contract be terminated or cancelled, except in writing signed by the parties.

O. Notice.

All notices required under this Contract may be in writing, communicated by mail or electronic means, or verbal, including telephone and cell phone, as reasonably appropriate or as required elsewhere in this Contract.

For notices to City

City of Glenpool
Attn: Roger Kolman, City Manager
12205 S. Yukon Avenue
Glenpool, OK 74033
918-209-4645
rkolman@cityofglenpool.com

For notices to Consultant:

Crossroads Communications, LLC
Attn: Mandy Vavrinak, Managing Member
3732 S. Canton, Tulsa OK 74135
(918)-633-4397
mvavrinak@mac.com

In addition to any other notice required by this Agreement, the Parties shall provide each other notice in the event that the foregoing contact information changes or is updated within five business days of such change or update.

IN WITNESS WHEREOF, the City and Consultant have executed this Contract as of the date first written above.

Accepted for the City of Glenpool

_____, Mayor

Date _____

ATTEST:

City Clerk

Approved:

City Attorney

Accepted for Crossroads Communications, LLC

_____,
Managing Member

Date _____



To: HONORABLE MAYOR AND CITY COUNCIL
From: Roger Kolman, City Manager
Date: August 11, 2015
Subject: Contract – Retail Attractions, LLC

Background:

Since 2009, the City has contracted with Mr. Rickey Hayes of Retail Attractions, LLC to assist city staff in attracting, landing, and retaining retail businesses in Glenpool. Mr. Hayes has extensive experience in providing similar services to other governmental clients in Oklahoma and surrounding states. As the city continues to grow through residential development, the services offered by Retail Attractions, LLC will continue to be required to help attract the commercial and retail amenities that current and potential residents demand in their hometown.

The proposed agreement for FY 2016 contains the same general terms and conditions as the prior fiscal year's agreement with consideration of \$ 2,250/month. However, the proposed agreement is for a term of six months rather than one year in recognition of concerns expressed by some members of the City Council regarding the visible outcomes of this contract. Because much of what the economic development specialists do is "unseen" until a project actually comes to fruition, it is sometimes difficult to show what the city is getting for its investment in economic development. Staff is hopeful that through quarterly updates to the Council, and the ripening of economic development projects that are in the works, this contractor's value to the city will become more apparent and the Council will extend the contract for the entire fiscal year.

This contract is funded in the adopted budget for FY2016 at line item 01-6-11-6259

Staff Recommendation:

Staff recommends approval of the contract with Retail Attractions, LLC.

Attachments:

Proposed contract.

CONTRACT FOR PROFESSIONAL SERVICES

For Economic Development Consulting Services

Retail Attractions, LLC

This Contract ("Contract") for Economic Development Consulting Services is made and entered into as of the 1st day of July 2015 by and between the City of Glenpool ("City") and Retail Attractions, LLC ("Consultant").

This Contract shall be in effect as of the 1st day of July 2015 and shall be in effect through the 31st day of December 2015. The Contract Term may be extended or renewed by written mutual agreement of both parties.

WHEREAS, the Consultant offers specialized services for which the Consultant is a uniquely and discreetly qualified source, to wit: compilation of data that identifies the City's commercial, retail, office and residential growth potential; production of a marketing tool designed to highlight key demographics and other attributes of the City and its trade area to introduce the City to an extensive network of commercial and residential developers, as well as retail and corporate tenants; crafting effective development and, as applicable, incentive agreements with prospective business projects; actively recruiting targeted businesses as identified by City staff; facilitating the procurement of any specialized marketing materials, web updates, retail-specific web sites, traffic counts, aerial photography and similar strategies for the maximization of retail, commercial, office and residential opportunities.

WHEREAS, the City desires to enter into a Contract with the Consultant for the purposes set forth below.

NOW THEREFORE, the City and the Consultant do mutually agree as follows:

I. Scope of Services

A. Consultant shall provide the following Services:

1. Research, identify, and validate Glenpool, Oklahoma trade area market and retail, office, and residential growth potential. This information will be comprised of the latest available market data. Consultant will provide all data to designated city personnel.
2. Prepare a focused marketing piece for our use to highlight the key demographics and attributes of the Glenpool trade area. This marketing material will include a map of the Glenpool trade area and will be used to introduce the Glenpool community to our extensive network of commercial and residential developers and retail and corporate tenants.
3. Use Consultant's broad-based experience and knowledge of incentives and their practical applications to craft development agreements that will profit both the private and public sectors and truly encourage new investment. Consultant will work with City staff to develop incentive packages that are advantageous for both parties.
4. Consult with city staff and/or designated official(s) to identify targets that will meet the long term needs of the City and response to the leakages identified. Our initial strategy is

to target retail and restaurant entities that will draw consumers from the surrounding market into the Glenpool trade area.

5. Actively recruit targets identified and approved by City and supported by data. Recruitment efforts will be through personal contact, mail, email, International Council of Shopping Centers (“ICSC”) events, and development / industry contacts continually throughout the term of this contract.
6. When timing indicates a deal with a target is imminent or when a target’s response indicates the need to intensify our efforts, transport key personnel to Glenpool for meetings with City staff which Consultant will be available to mediate.
7. Contact our extensive network of developers to create interest in the Glenpool market, define development opportunities and coordinate / attend meetings with city and developers.
8. Represent the City at the Fall 2015 ICSC Conference in Texas and at the Spring ICSC RECON 2016 event in Las Vegas.
9. Provide monthly updates to designated contact.
10. Bid any specialized marketing materials, web updates, retail specific web sites, traffic counts, aerial photography, and grant research and writing under separate bids.

Amendments to the above Scope of Services may be made as necessary, provided that such Amendments are agreed to in writing by both parties.

B. Other

The foregoing scope of services is exemplary only and Consultant may be called upon to perform such other tasks as are reasonably consistent with, and will best facilitate achievement of, the stated objectives.

C. Acknowledgement of Disclaimer and Representation of Good Faith

1. Although Consultant expects to complete successfully the objectives and services identified in subsection A. of this section, City acknowledges and agrees it is impossible to guarantee any level of investment in the City (or any investment at all) because market conditions, retailers’ business plans, City policies and other market drivers are subject to change at any time and are beyond the control of Consultant. City acknowledges that Consultant expressly disclaims all warranties, either express or implied, with respect to general or specific results from services delivered.
2. In no event shall Consultant be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, internal expenses or opportunity costs, consequential damages, or other pecuniary loss) arising out of the use of, or failure of City to use, the services delivered or the results thereof, except to the extent such damages result from grossly negligent or intentional acts of Consultant.
3. Consultant agrees that any advice or service provided under this Contract is true and correct to the best knowledge and ability of Consultant and will be provided in good faith.

II. COMPENSATION

City shall pay Consultant for the Scope of Services described in Part I as follows:

1. Commencing on the first month of this Contract through the final month, City shall pay Consultant, no later than the tenth (10th) day of each month, TWO THOUSAND TWO HUNDRED FIFTY DOLLARS and 00/THS (\$2,250.00).
2. Any travel, lodging and related expenses, when on City business and as expressly requested by the City. All such travel, lodging and related expenses must be approved by the City Manager in advance; provided that pre-approval shall not be required in connection with either of the Fall/Texas ICSC event or the RECON 2016 event.

III. CITY'S RESPONSIBILITIES

City shall:

1. Assist Consultant by placing at his disposal all available pertinent information, including previous reports and any other data as required for performance of Consultant's Scope of Services. Consultant will execute a confidentiality agreement with the City and City will provide Consultant monitored access to sales tax revenue data to analyze, but any release of sales tax revenue information must have City approval.
2. Represent that Consultant shall be entitled to rely on the accuracy and completeness of any documents or other materials provided by City to Consultant; and that Consultant's use of such documents and materials will not infringe upon any third parties' rights.
3. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform his services.
4. Designate one or more representatives authorized to act in the City's behalf with respect to this Contract. City or such authorized representative(s) shall examine the documents submitted by the Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Consultant's Services except for those decisions or actions that must go before the City's City Council for approval.

IV. General Terms And Conditions

A. Termination.

This Contract may be terminated by either party for convenience or for cause; however, the terminating party must provide the other party no less than sixty (60) days prior, written notification of intent to terminate this Contract. City shall pay Consultant for all the Services performed up to the date of termination. The provisions of this Article shall also apply to each individual Amendment, separate and apart from any other Amendments, and without terminating or otherwise affecting this Contract as a whole.

B. Successors and Assigns

1. City and Consultant each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Contract and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements, and obligations of this Contract.
2. Neither City nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Contract without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.

C. Amendments

The work and services to be performed and any other terms or conditions of this Contract may be amended only upon written agreement of both parties.

D. Event of Default.

An "Event of Default" under this Contract shall be defined as, and shall occur when, either party fails or refuses to perform and/or pay in connection with any of its obligations or representations provided for in this Contract, and if such failure or refusal shall continue uncured for 30 days following written notice of default served on the defaulting party by the non-defaulting Party.

E. Disputes, Interpretation, Remedies

1. In the occurrence of an event of default as provided by subsection D., or the parties fail to agree on the interpretation and implementation of any material provision of this Contract, the details of such event of default or disagreement shall be forwarded to the legal counsels of both parties for review and recommendation. Both parties shall attempt in good faith to resolve any dispute without further recourse.
2. In the event that the parties are unable otherwise to resolve any dispute under this Contract, the parties agree that such dispute shall be resolved by an appropriate action to be submitted to Dispute Resolution Consultants of Tulsa, Oklahoma (or other similarly situated mediation service). The results of mediation by DRC shall be binding on the parties.
3. Remedies shall be limited to actual monetary damages, without consequential or punitive damages; all attorney fees to be paid by losing party; and specific performance, as appropriate.
4. Neither forbearance nor payment by the City shall be construed to constitute waiver of any remedies for any default by the Consultant that exists then or occurs later.

F. Attorney's Fees

In the unlikely event that a dispute occurs which is arbitrated as provided by subsection E. of this section, or a cause of action in law or equity is filed concerning the operation, construction, interpretation or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to, court costs, deposition fees, expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.

G. Severability Clause

If any provision under this Contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity shall not affect any other provision of this Contract or its application that can be given effect without the invalid provision or application.

H. Hold Harmless Clause

The City understands and agrees that any advice or service provided under this Contract is true and correct to the best knowledge and ability of Consultant and will be provided in good faith. The City accepts full responsibility for its decisions to act or not act according to said advice and agrees to indemnify and hold harmless Crossroads Communications, LLC, its principals, employees, sub-contractors and associates pertaining to outcomes or situations that arise from the advice, materials or other items provided under this Contract, except to the extent otherwise provided by subsection E.2.

I. Personnel

1. The Consultant represents that it will secure all such personnel as may be required in performing the services provided under this Contract. Such personnel shall not be employees or agents of, or have any contractual relationship with, the City.
2. The Consultant has full responsibility for payment of workers' compensation insurance, unemployment insurance, social security, state and federal income tax and any other deductions required by law for its employees.
3. All of the services required hereunder will be performed by the Consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

J. Relation of Parties

The parties to this Contract shall not constitute nor create an employer/employee relationship. Consultant is an independent contractor responsible for all obligations relating to federal income tax, self-employment Medicare and FICA taxes and contributions and all other employer taxes and contributions.

K. Conflict of Interest

1. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any function or responsibility in connection with

the planning and carrying out of any project or service pursuant to this Contract, shall have any personal financial interest, direct or indirect in such project or service, and the City shall take appropriate steps to assure compliance herewith.

2. The City covenants that it presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of Consultant's services under this Contract. The City further covenants that, in the performance of this Contract, no person having any such interest shall be employed.
3. No partner, member, associate or employee of the Consultant who exercises any function or responsibility in connection with the planning and carrying out of any project or service pursuant to the Contract, shall have any personal financial interest, direct or indirect in such project or service, and the Consultant shall take appropriate steps to assure compliance herewith.
4. The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Contract. The Consultant further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

L. Reports and Information

1. The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as the City may reasonably request pertaining to the services undertaken pursuant to the Contract, costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this Contract.
2. Consultant shall furnish the City narrative reports and financial reports, as applicable, related to the performance of this Contract in the forms and at such times as may be required by the City.

M. Records and Audits

1. The City and its authorized representatives shall have the right, at any time during normal business hours and subject to a three-day notice of request, to audit, examine and make copies of or extracts from all documents, reports, correspondence, records and any other materials without limitation, to the extent they pertain to performing such audit, examination, copying or extraction, whether maintained in written, electronic, or other form, relating to or pertaining to this Contract kept by or under the control of the Consultant, its employees, agents, assigns, successors, and subcontractors.
2. Consultant shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this Contract throughout the Term of this Contract and for a period of five years following the termination of this Contract or any extension or renewal of this Contract. Consultant shall, as often as deemed necessary by the City, permit authorized representatives of the City and its authorized representatives to have full access to and the right to examine fully all such materials.

3. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by City. If an audit performed under this authority discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit from the Consultant. Any adjustments and/or payments that must be made as a result of any such audit of the Consultant's records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant. Such reimbursement shall not exhaust City's remedies under this authority.

N. Ownership of Documents

Original documents developed in connection with services performed hereunder belong to, and remain the property of City. Consultant shall store the originals and may retain reproducible copies of such documents.

All documents, including computer software prepared by Consultant pursuant to this Contract are instruments of service. They are not intended or represented to be suitable for reuse by City or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. City shall hold harmless Consultant and its sub-consultants, if any, against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse.

O. Approval Not Waiver

Approval by City shall not constitute nor be deemed a release of the responsibility and liability of the Consultant, Consultant's employees, subcontractors, agents and consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work, nor shall that approval be deemed to be an assumption of that responsibility by the City for any defect in the designs, working drawings, and specifications or other documents prepared by the Consultant, Consultant's employees, subcontractors, agents and consultants.

P. Compliance with Applicable Law

Consultant, Consultant's consultants, agents, employees, and subcontractors shall comply with all applicable federal and state laws, the charter and ordinances of the City of Glenpool, and with all applicable rules and regulations promulgated by all local, state and national boards, bureaus, and agencies. Consultant shall further obtain all permits and licenses required in the preparation of the work contracted for in any Amendments to this Contract.

Q. Entire Agreement.

This Contract sets forth the entire understanding between the parties, and there are no terms, conditions, representations, warranties or covenants other than those contained herein. This Contract supersedes any and all prior discussions or negotiations, whether oral or written, of the Parties.

R. Amendment or Termination.

No term or provision of this Contract may be amended, waived, released, discharged or modified in any respect, nor may this Contract be terminated or cancelled, except in writing signed by the parties.

S. Notice.

All notices required under this Contract may be in writing, communicated by mail or electronic means, or verbal, including telephone and cell phone, as reasonably appropriate or as required elsewhere in this Contract.

For notices to City

City of Glenpool
Attn: Roger Kolman, City Manager
12205 S. Yukon Avenue
Glenpool, OK 74033

For notices to Consultant:

Mr. Rickey Hayes, CEO
Retail Attractions, LLC
12150 East 96th Street, Suite 104
Owasso, OK 74055

In addition to any other notice required by this Contract, the Parties shall provide each other notice in the event that the foregoing contact information changes or is updated within five business days of such change or update.

IN WITNESS WHEREOF, the City and Consultant have executed this Contract as of the date first written above.

Accepted for the City of Glenpool

Timothy Lee Fox, Mayor

Date _____

ATTEST:

Susan White, City Clerk

Approved:

Lowell Peterson, City Attorney

Accepted for Retail Attractions, LLC

Managing Member

Date_____



To: HONORABLE MAYOR AND CITY COUNCIL
From: Roger Kolman, City Manager
Date: August 11, 2015
Subject: MOU – INCOG – 911 Mapping

Background:

The regional council of governments provides GIS layer mapping services to the cities within this area, including the creation and maintenance of the 911 layers. As Glenpool continues to grow, adding new subdivisions and streets, it is very important that we maintain accurate 911 maps for protection of the health and safety of our citizens.

This expenditure of \$2,263 for this project is funded in the FY 2016 budget in the General Fund at line item 01-6-03-6214 (E911 Fees). There is a year over year increase in the cost of this project of \$23.

Staff Recommendation:

Staff recommends approval of the Memorandum of Understanding with INCOG.

Attachments:

Proposed MOU.

MEMORANDUM OF UNDERSTANDING BETWEEN THE INDIAN NATIONS COUNCIL OF GOVERNMENT (INCOG) & GLENPOOL

This Memorandum of Understanding outlines the duties of INCOG and Glenpool to maintain the 9-1-1 electronic map street layer and the master street and address guide (MSAG).

Glenpool desires to maintain the accuracy of its street layer used in its 9-1-1 center for locating callers and directing emergency personnel to the correct location, to update and maintain the MSAG, which is the database containing the address information necessary to locate 9-1-1 caller and plot the call on the electronic map, and to verify the correct routing of wireless cell towers to its jurisdiction.

INCOG desires to assist Glenpool by taking performing the following tasks.

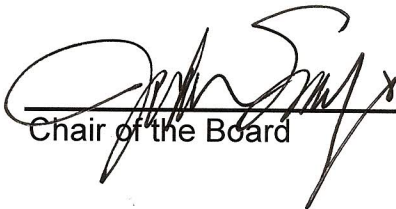
1. INCOG will acquire all newly platted subdivisions, new streets, street closures and any alterations of fire, police and ambulance districts promptly upon approval by the governing body.
2. Using the information acquired, INCOG will:
 - a. Update and maintain an accurate emergency services number (ESN) map layer
 - b. Update and maintain accurate street files based on the updated ESN layer
 - c. Draw and segment newly platted street segments on the map
 - d. Input MSAG database entry of newly platted streets
 - e. Identify and correct MSAG data errors
 - f. Identify and correct street mapping errors
 - g. Provide quarterly the newly updated street file to the 9-1-1 center
3. INCOG will acquire the geo-coded location of all cell phone towers for wireless service providers that have deployed Phase II wireless service in Tulsa County.
4. Using the information acquired INCOG will:
 - a. Place the cell tower location on the map
 - b. Calculate the footprint of the tower based on data provided by the wireless service provider.
 - c. Establish or verify the routing for each tower to the correct PSAP

Glenpool agrees to pay INCOG \$2,263.00 for the performance of its duties outlined in this agreement. Payments shall be made upon receipt of an invoice from INCOG in the total amount.

This Memorandum of Understanding shall become effective July 1, 2015, and continue until June 30, 2016. This MOU may be extended in time or amended upon written agreement of the parties.

**INDIAN NATIONS COUNCIL OF
GOVERNMENTS**

CITY OF GLENPOOL


Chair of the Board

(Name)
(Title)

(Clerk)
(seal)