

**NOTICE
GLENPOOL CITY
COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:30 p.m. on Monday, March 21, 2016, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

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

AGENDA

- A) Call to Order - Timothy Lee Fox, Mayor**
- B) Roll call, declaration of quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor**
- C) Invocation – Greg Conner, Faith Church**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) Chamber of Commerce Report -- T. A. Hollis, Chairman**
- F) City Manager Report – Roger Kolman, City Manager**
- G) Mayor Report – Timothy Lee Fox, Mayor**
- H) Council Comments**
- I) Public Comments**
- J) Reading of Proclamation -- Timothy Lee Fox, Mayor**
- K) Recognition of Employee of the Month -- Timothy Lee Fox, Mayor**
- L) Scheduled Business**
 - 1) Discussion and possible action to adopt Ordinance No. 719, An Ordinance Annexing Certain Real Property Located At The Southwest Corner Of 151st Street And Elwood Avenue, Into The City Of Glenpool, Oklahoma, Municipal Limits, pursuant to GA 16-01-01.
(Rick Malone, City Planner)**
 - 2) Discussion and possible action to adopt Ordinance No. 720, An Ordinance Annexing Certain Real Property Located At The Northwest Corner Of 201st Street And US Hwy 75, Into The City Of Glenpool, Oklahoma, Municipal Limits, pursuant to GA 16-01-02.
(Rick Malone, City Planner)**
 - 3) Discussion and possible action to adopt Resolution No. 16-03-06 Of The City Of Glenpool,**

Request Of The City Of Glenpool On Its Own Behalf, And In Support Of The Requests Of Multiple Residential And Commercial Property Owners, To Modify Zip Code Boundaries 74047 To Conform To City Limit Boundaries For The City Of Glenpool.
(Rick Malone, City Planner)

- 4) Discussion and possible action to authorize City Manager to execute progress payments to Goins Enterprises, Inc., who is the General Contractor for the Water Tank and Water Line Improvements Project funded in part by a portion of the City's Vision 2025 sales tax allocation, such progress payments not to exceed the approved Bid Proposal amount of \$2,202,414.00 without further authorization from the City Council and the Board of Trustees of the Glenpool Utility Service Authority.
(Lynn Burrow, Community Development Director)
- 5) Discussion and possible action to approve a one-year professional services contract with Retail Attractions, LLC, pertaining to economic development consulting services.
(Roger Kolman, City Manager)
- 6) Discussion and possible action to approve the expenditure of \$8,900 to acquire additional server backup and security hardware and software and to configure and install such hardware and software.
(Roger Kolman, City Manager)
- 7) Discussion and possible action to enter into Executive Session for the purpose of discussing negotiation of a collective bargaining agreement with employees of the Glenpool Fire Department and representatives of their bargaining unit, pursuant to Title 25, § 307(B)(3) of the Oklahoma Statutes (Open Meeting Act).
(Lowell Peterson, City Attorney)
- 8) Discussion and possible action to reconvene in Regular Session.
(Timothy Fox, Mayor)
- 9) Discussion and possible action to approve an Agreement between the City of Glenpool, Oklahoma, a municipal corporation and the International Association of Fire Fighters (IAFF), Local 2990, for FY 2017 and FY 2018.
(Roger Kolman, City Manager)
- 10) Discussion and possible action to enter into Executive Session for the purpose of discussing the employment, promotion, demotion, disciplining, resignation or retention of a salaried public employee pursuant to Title 25 Sec. 307(B)(1) of the Oklahoma Statutes (Open Meeting Act), *to wit*, the annual evaluation of the Glenpool City Manager and notice regarding renewal or termination of the current City Manager Employment Agreement, as provided respectively by sections 12.A. and 1.D. of said Agreement.
(Lowell Peterson, City Attorney)
- 11) Discussion and possible action to reconvene in Regular Session.
(Timothy Fox, Mayor)
- 12) Discussion and possible action to renew or terminate the current City Manager Employment Agreement, in accordance with its terms, as affirmed or amended, for Fiscal Year 2016-2017.
(Timothy Fox, Mayor)

M) Adjournment

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

Signed: _____
City Clerk



Glenpool Chamber of Commerce

Monthly Executive Report for March 2016

Member Statistics		Contacts made:				
	Actual New Members	In Person	Phone	Email		
Potential Membership	5	10	20	40		
New Members: Cowan Group, Carter Douglas, Glenpool Autosource, Waterfront Grill, Freddie's BBQ & Steak house						
	Actual Current Membership	In Person	Phone	Email		
Current Membership	207	10	20	30		
Drop: 2 Taylors Gun Services, Connect Church						
Luncheon Attendance: 73 RSVP/Actual Attendance 67						
		Contacts made:	In Person	Phone	Email	
Economic Development						
Multiple phone calls/casual visits with business prospects for relocation or expansion in Glenpool Business retention and expansion visits with city manager -						
		Contacts made:	Ribbon Cuttings	In Person	Phone	Email
Community Marketing-Events		Edward Jones(Liz Gore) 3-31-16 12pm-1pm				
City Council Meeting – 3-21-16 Glenpool Chamber Luncheon, 3-8-16 Gaetano's Speaker Roger Kolman on City Propositions Ribbon Cutting – Edward Jones (Liz Gore) 3-31st 12133 S Yukon Ave Ste 150 Edward Jones (Liz Gore) Ambassador Committee meeting – 3-4-16 Board of Education Meeting - Planning Commission/Board of Adjustments Meeting – 3-14-16 Glenpool Chamber Board Meeting – 3-16-16 City Council Meeting – 3-21-16 Public Meeting--3-22-16 (3 Propositions, Safety, Streets & Sustainability 1st Town Hall Meeting 3-24-16 (School Budget Good Friday— ***City & Chamber Offices Closed 2nd Town Hall Meeting 3-29-16 (School Budget						

Up Coming Events & What we've been up to:

4-1-16--- Ambassador Meeting & GFD Golf Tourn
 4-4-16---City Council
 4-5-16—City General Election on 3 Propositions
 4-9-16—Glenpool Chamber Trash Off
 4-13-16--April Monthly Luncheon
 4-18-16—City Council
 4-20-16—April Board Meeting
 4-23-16—City Wide Garage Sale

4-29-16---BGC (Chamber Golf Tourn
 4-30-16---Glenpool Car Show

A PROCLAMATION

OF THE CITY OF GLENPOOL

IN RECOGNITION FOR EXEMPLARY REPRESENTATION OF THE CITY OF GLENPOOL, OKLAHOMA ON A NATIONAL PLATFORM.

WHEREAS, Taylor Gorton is a graduate of Glenpool High School and claims Glenpool, Oklahoma as her hometown; and

WHEREAS, Taylor Gorton has demonstrated at an international level true talent and dedication, and the ability to pursue her goals such that she is an admirable role model for Glenpool youth; and

WHEREAS, Taylor Gorton represents Oklahoma's long-standing tradition of strong, smart, beautiful women; and

WHEREAS, Taylor Gorton has achieved worldwide recognition and acclaim for her achievements and has generated positive recognition of the City of Glenpool through her work at CBS, for the St. Louis Rams, and as Miss Oklahoma USA 2016;

NOW, THEREFORE, the Mayor and City Council of Glenpool Oklahoma do hereby proclaim Monday, March 21st, 2016, to be Taylor Gorton Day in the City of Glenpool.

Signed this 21st day of March 2016.

ATTEST:

Timothy Lee Fox, Mayor



March 21, 2016

Dear Michelle,

On behalf of the Glenpool City Council, I'd like to congratulate you on being chosen as the employee of the month for February 2016. I want to express our sincere appreciation for your excellent performance which has been recognized by your supervisor and co-workers. Your enthusiasm and interest to serve the citizens of Glenpool have made a huge impact to our success.

Since the time you began working at the city in August 2014, you have displayed a great passion to improve the quality of the animal control department. You've worked diligently hosting adoption events even on your time off and kept social media updated with pictures of adoptable pets all of which have helped many animals find good homes. Your willingness to go the extra mile, whether it be collecting donated items for the shelter or reuniting a pet with their family, has not gone unnoticed.

We appreciate the effort and the time you have put into caring for the animals in the city shelter by ensuring they have food, water and a clean environment. The extraordinary steps you've gone to ensure the safety of the citizens and domesticated pets in Glenpool has made a positive impact on our community.

You are a valuable employee to our city and we congratulate you once again on your achievement.

Sincerely,

Timothy Lee Fox
Mayor, City of Glenpool

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: RICK MALONE, CITY PLANNER
RE: GA-16-01-01 ANNEXATION
DATE: March 21st, 2016

BACKGROUND:

Mr. George Sharp has requested the City of Glenpool annex his 140 acres located at the southwest corner of 151st Street (Hwy 67) & Elwood Ave into the city limits of Glenpool. This property abuts the Glenpool City limits on its northern boundary and the applicant is aware that it is the developer's responsibility to extend utility services to serve the property if it is developed.

ZONING:

The property is mostly vacant and zoned AG (Agricultural) in Tulsa County. It is recommended that it be annexed into the City Limits of Glenpool as AG zoning as well.

STATE STATUTES:

§11-21-105. Annexation by petition - Notice - Cost - Governing body ordinance.

At least three-fourths of the registered voters and the owners of at least three-fourths (in value) of the property in any territory adjacent or contiguous to the municipality may request annexation by signing and filing a petition with the governing body of the municipality. The petitioners must give notice of the presentation of the petition by publication at least once each week for two (2) successive weeks in a newspaper of general circulation in the municipality where the petition has been presented. The municipality may pay the cost of the annexation proceedings. After the notice of the petition has been given, the governing body by ordinance may annex the territory to the municipality.

Laws 1977, c. 256, § 21-105, eff. July 1, 1978; Laws 1980, c. 128, § 1, eff. Oct. 1, 1980.

STAFF RECOMMENDATION:

Staff has no objection to this requested annexation.

ATTACHMENTS:

- Notice of Hearing
- Ordinance 719

February 26th, 2016. Rick Malone, City Planner

ORDINANCE NO.719

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY INTO THE CITY OF
GLENPOOL, OKLAHOMA, MUNICIPAL LIMITS

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

WHEREAS, the City Council, upon having lawfully given notice of a public hearing on this matter, having held such public hearing on the even date herewith, having considered comments from the public and from City staff, and having determined in accordance with the foregoing 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; and,

WHEREAS, such annexation is pursuant to the Code of Ordinances of the City of Glenpool, Oklahoma, and further complies with all requirements of the Statutes of the State of Oklahoma.

NOW, THEREFORE, IT SHALL BE ORDAINED AS FOLLOWS:

THAT the following described real property be annexed to the City of Glenpool:

SEE EXHIBIT "A"

PASSED AND APPROVED by the City Council of the City of Glenpool this 21st day of March 2016.

Tim Fox, Mayor

Attest:

Approved as to Form:

Susan White, City Clerk

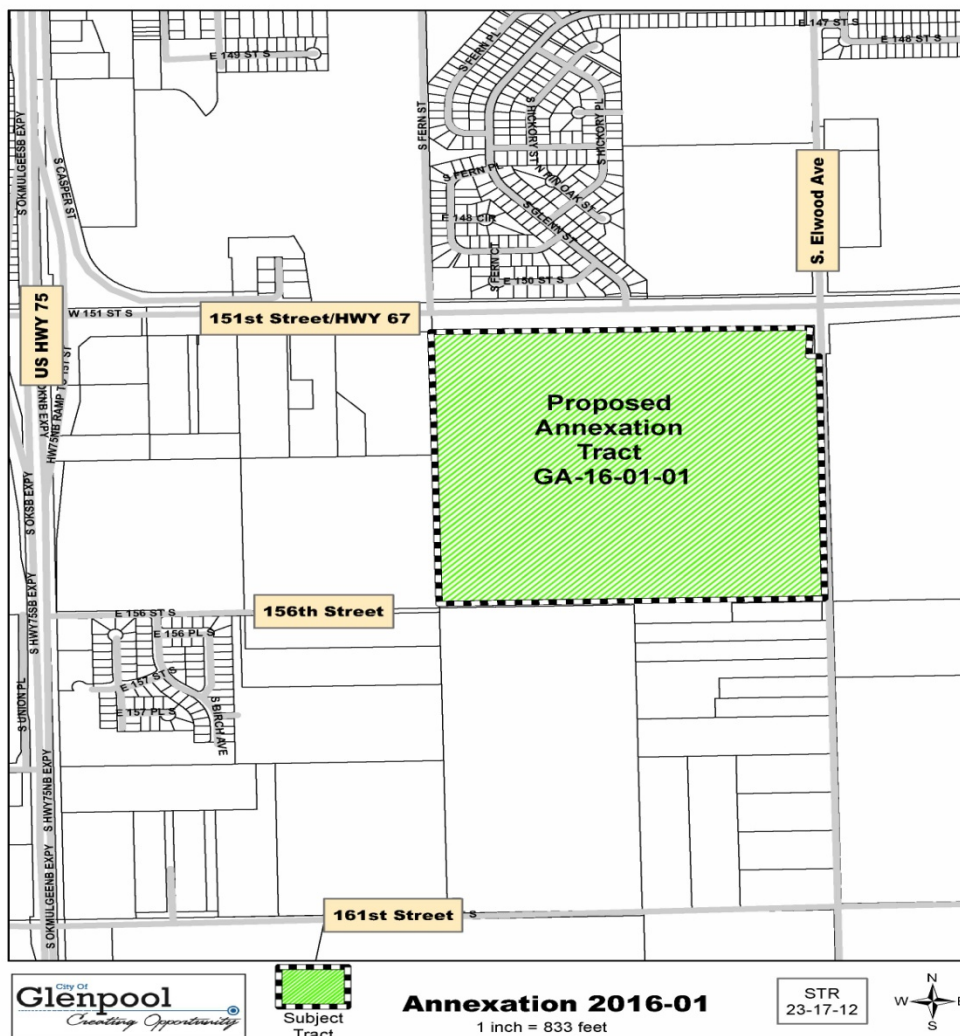
Lowell Peterson, City Attorney

EXHIBIT A

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN TULSA COUNTY, STATE OF OKLAHOMA TO-WIT:

The NE/4 LESS Beginning at the NW Corner of said NE/4, thence East 2639.05 feet, thence South 500 feet, Thence West 50 feet, Thence North 252.28 feet, thence Southwest on a Curve to the right a distance of 322.19 feet, thence West 2267.20 feet, thence North 250.01 feet to the Point of Beginning all in Section 23, Township 17 North, Range 12 containing 140 Acres more or less.

AND GRAPHICALLY DEPICTED AS FOLLOWS:



MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: RICK MALONE, CITY PLANNER
RE: GA-16-01-02 ANNEXATION
DATE: March 21st, 2016

BACKGROUND:

Mr. Ray Crenshaw has requested that his 160 acres located at the northwest corner of 201st Street & US Hwy 75 be annexed into the city limits of Glenpool. This property abuts the Glenpool fence line and City limits on its eastern boundary. The applicant is aware that it is the developer's responsibility to extend utility services to serve the property if it is developed further.

ZONING:

The property contains a single family residence but mostly vacant and zoned AG (Agricultural) in Tulsa County. It is recommended that it be annexed into the City Limits of Glenpool as AG zoning as well.

STATE STATUTES:

§11-21-105. Annexation by petition - Notice - Cost - Governing body ordinance.

At least three-fourths of the registered voters and the owners of at least three-fourths (in value) of the property in any territory adjacent or contiguous to the municipality may request annexation by signing and filing a petition with the governing body of the municipality. The petitioners must give notice of the presentation of the petition by publication at least once each week for two (2) successive weeks in a newspaper of general circulation in the municipality where the petition has been presented. The municipality may pay the cost of the annexation proceedings. After the notice of the petition has been given, the governing body by ordinance may annex the territory to the municipality.

Laws 1977, c. 256, § 21-105, eff. July 1, 1978; Laws 1980, c. 128, § 1, eff. Oct. 1, 1980.

STAFF RECOMMENDATION:

Staff has no objection to this requested annexation.

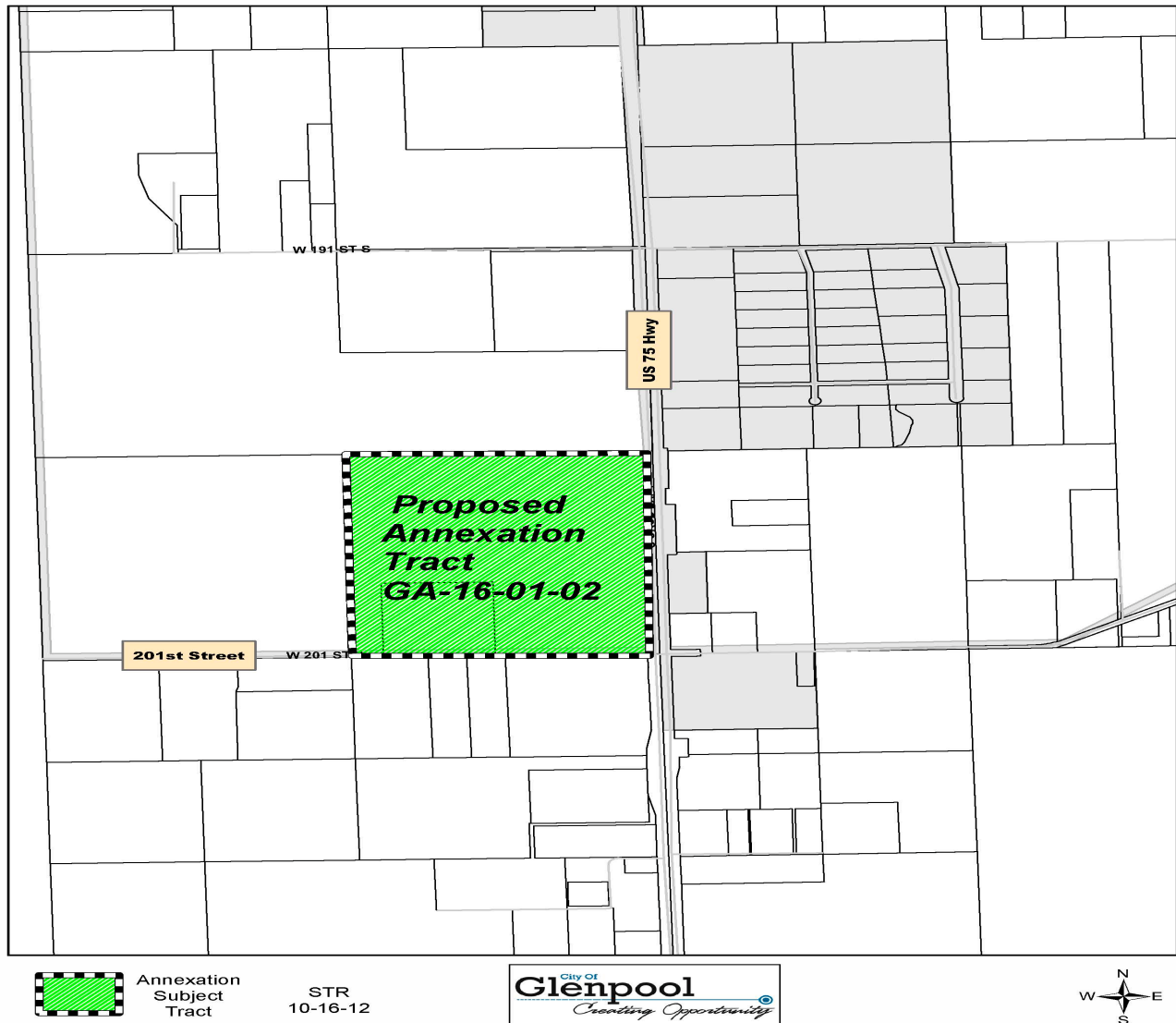
ATTACHMENTS:

- Notice of Hearing
- Ordinance 720

**NOTICE OF HEARING BEFORE THE
CITY COUNCIL OF THE CITY OF GLENPOOL OKLAHOMA
ANNEXATION GA-16-01-02**

Notice is hereby given that a public hearing will be held before the Glenpool City Council on Monday the 21th Day of March 2016, at 6:30 p.m. on the 3rd Floor (City Council Chambers) of the Glenpool Conference Center/City Hall which is located at 12205 South Yukon Avenue, Glenpool, Oklahoma

At which time and place will be heard and considered the request for annexation into the corporate limits of the City of Glenpool property generally located at the northwest corner of 201st Street and US 75 Highway. The property is more particularly described as follows: SE/4 LESS 4.83 ACRES IN THE E/2, E/2, SE/4 FOR ROAD SECTION 10, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN CONTAINING 160 ACRES.



All persons interested in the above referenced annexation or matter to be considered are hereby notified to be present at the above referenced time and place in order to present their arguments for or against the same.

February 23rd, 2016. Rick Malone, City Planner

ORDINANCE NO.720

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY INTO THE CITY OF
GLENPOOL, OKLAHOMA, MUNICIPAL LIMITS

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

WHEREAS, the City Council, upon having lawfully given notice of a public hearing on this matter, having held such public hearing on the even date herewith, having considered comments from the public and from City staff, and having determined in accordance with the foregoing 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; and,

WHEREAS, such annexation is pursuant to the Code of Ordinances of the City of Glenpool, Oklahoma, and further complies with all requirements of the Statutes of the State of Oklahoma.

NOW, THEREFORE, IT SHALL BE ORDAINED AS FOLLOWS:

THAT the following described real property be annexed to the City of Glenpool:

SEE EXHIBIT "A"

PASSED AND APPROVED by the City Council of the City of Glenpool this 21st day of March 2016.

Tim Fox, Mayor

Attest:

Approved as to Form:

Susan White, City Clerk

Lowell Peterson, City Attorney



To: HONORABLE MAYOR AND CITY COUNCIL
From: Rick Malone, City Planner
Date: March 21, 2016
Subject: Realignment of ZIP Code boundaries 74047 to exclude all properties located within the City of Glenpool (ZIP Code boundary 74033)

Background:

As the Council is aware, the assignment by the U.S. Postal Service of ZIP Code boundary 74047, which is otherwise the ZIP Code for the City of Mounds, to certain properties located within the city limits of the City of Glenpool the assignment by the U.S. Postal Service of ZIP Code boundary 74047, which is otherwise the ZIP Code for the City of Mounds, to certain properties located within the city limits of the City of Glenpool (most significantly, the assignment of the 74037 ZIP Code to park property belonging to the City of Glenpool) is annoying and creates substantial confusion and hardship for the City and other affected property owners.

Based on my research and discussion with the OKC District Manager of the U.S. Postal Service, the procedure to obtain a ZIP Code boundary change is to submit a formal request that defines exactly the change that is being requested and provides a credible rationale or justification for the change.

The attached Resolution includes the request of the City of Glenpool for a change of designated portions of the 74047 ZIP Code, a description of those portions of 74047 ZIP Code boundaries to be changed and affidavits from residential and commercial property owners endorsing the change for their own reasons given.

Recommendation:

Staff recommends approval of the proposed Resolution.

Attachment:

- Proposed Resolution No. 16-03-06

RESOLUTION NO. 16-03-06 OF THE CITY OF GLENPOOL

REQUEST OF THE CITY OF GLENPOOL ON ITS OWN BEHALF, AND IN SUPPORT OF THE REQUESTS OF MULTIPLE RESIDENTIAL AND COMMERCIAL PROPERTY OWNERS, TO MODIFY ZIP CODE BOUNDARIES 74047 TO CONFORM TO CITY LIMIT BOUNDARIES FOR THE CITY OF GLENPOOL

WHEREAS, a portion of ZIP Code boundary 74047 lies within the city limits of the City of Glenpool, *to wit*, properties bounded by 171st Street South) on the north; 203st Street on the south; 33rd West Ave on the west; and South Lewis Ave on the east, and as more particularly described on the ZIP Code Boundary Map attached to this Resolution as **Exhibit A**; and

WHEREAS, a portion of ZIP Code boundary 74047 lies within the city limits of the City of Glenpool, *to wit*, properties bounded by 171st Street South) on the north; 203st Street on the south; 33rd West Ave on the west; and South Lewis Ave on the east, and as more particularly described on the ZIP Code Boundary Map attached to this Resolution as **Exhibit A**; and

WHEREAS, these properties are occupied by a substantial number of residential and commercial addresses that are for all other private and public purposes situated within the City of Glenpool (“affected property owners”); and

WHEREAS, the ZIP Code for the City of Glenpool Post Office is 74033; and

WHEREAS, the ZIP Code 74047 is otherwise assigned to the City of Mounds, Oklahoma; and

WHEREAS, the assignment of ZIP Codes 74047 to the affected property owners creates substantial confusion with respect to locating the affected property owners for purposes of residential deliveries and visitors, commercial deliveries and visitors, business patrons and, most specifically with respect to the City of Glenpool, deliveries, visitors and patrons; and

WHEREAS, such confusion is adverse to the legitimate personal and commercial interests of the affected property owners, particularly with respect to municipal governmental functions of the City of Glenpool; and

WHEREAS, the City Manager has attached an Affidavit regarding this matters as **Exhibit B**; and

WHEREAS, a certain number of affected property owners have submitted letters in the form attached hereto as **Exhibit C** attesting to their support of the proposed ZIP Code boundary change and the reasons for supporting such change; and

WHEREAS, the proposed ZIP Code boundary change is consistent with the municipal identity of the City of Glenpool and will not adversely affect U.S. Postal operations; and

WHEREAS, there are no viable administrative solutions to correct the confusion and adverse impact created by the current ZIP Code boundary alignment other than the proposed realignment.

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

§ 1. The City Council for the City of Glenpool hereby requests, on its own behalf, that the foregoing described portions of current ZIP Code boundaries 74047, as shown on the Zip Code Boundary Map at **Exhibit A** attached hereto and incorporated herein, be realigned to conform to the municipal identity and city limits of the City of Glenpool, which are otherwise defined by ZIP Code boundary 74033, as attested to by the Affidavit at **Exhibit B** attached hereto.

§ 2. The City Council for the City of Glenpool hereby requests, on behalf of those affected property owners whose letters are attached hereto and incorporated herein as **Exhibit C**, that the foregoing described portions of current ZIP Code boundaries 74047, as shown on **Exhibit A** attached hereto and incorporated herein, be realigned to conform to the municipal identity and city limits of the City of Glenpool, which are otherwise defined by ZIP Code boundary 74033.

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

PASSED AND APPROVED by the City Council of the City of Glenpool this 21st day of March 2016.

Tim Fox, Mayor

ATTEST:

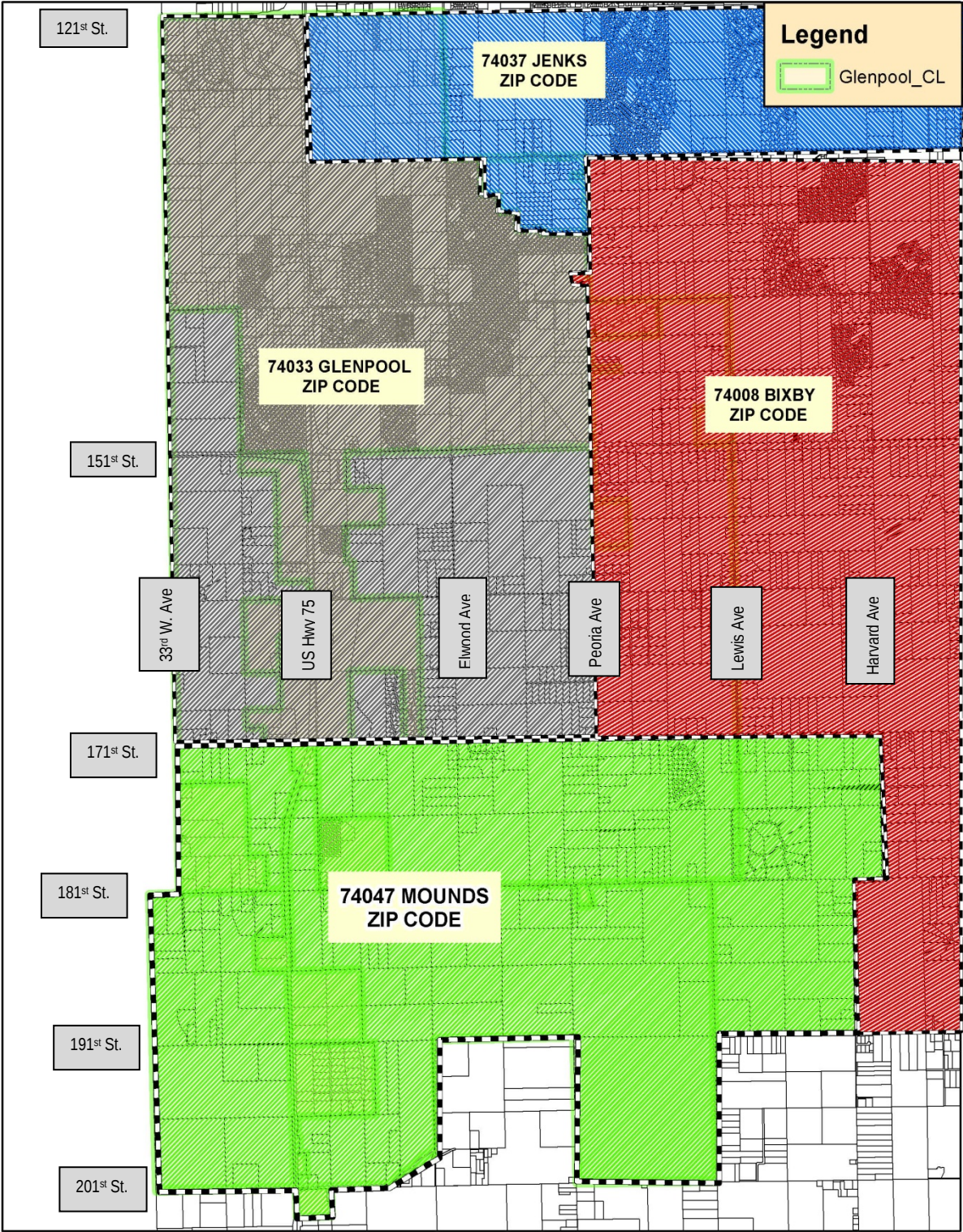
[MUNICIPAL SEAL]

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

EXHIBIT "A"



ZIP CODE BOUNDARIES

**ZIP CODE BOUNDARY REVIEW
UNITED STATES POSTAL SERVICE**

Request of the CITY OF GLENPOOL,	)	
OKLAHOMA,	)	
Respectfully Requesting a Modification of	)	Julie Gosdin, District Manager
Designated Portions of ZIP Code	)	United States Postal Service
Boundary 74066 and ZIP Code Boundary	)	4015 W. Reno Avenue
74037 to Conform to the Assigned City of	)	Oklahoma City, OK 73125-9800
Glenpool ZIP Code of 74033	)	

**AFFIDAVIT OF ROGER KOLMAN IN SUPPORT OF REQUEST
FOR ZIP CODE BOUNDARY CHANGE**

STATE OF OKLAHOMA	)	
	)	ss.
COUNTY OF TULSA	)	

I, ROGER KOLMAN, of lawful age and having personal knowledge of all matters herein, being first duly sworn upon oath, state as follows:

1. I am the City Manager for the City of Glenpool, Oklahoma, the municipal corporate offices of which are located at 12205 S. Yukon Avenue, Glenpool, Oklahoma 74033.
2. The ZIP Code assigned to the City of Glenpool is 74033.
3. 74047 is the ZIP Code assigned to the City of Mounds, Oklahoma.
4. This lack of conformity between the ZIP Code boundaries of 74047 and the city limits of Glenpool in which the City of Glenpool is located is confusing and works an unfair hardship on the City of Glenpool for at least the following reasons:
 - a. This difficulty results in embarrassing confusion, serious hardship and loss of revenues to the City of Glenpool.
5. I respectfully request that the U.S. Postal Service change those portions of the 74047 ZIP Code boundaries that lie within the city limits of the City of Glenpool to 74033.

FURTHER affiant sayeth not.

Roger Kolman, City Manager
City of Glenpool, Oklahoma

BEFORE ME, a Notary Public in and for said State and County, personally appeared Roger Kolman, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 21st day of March 2016.

Notary Public

(S E A L)

Commission expires: _____ Commission No. _____

MEMORANDUM

DATE: MARCH 15, 2016

**TO: HONORABLE MAYOR AND CITY COUNCIL
CITY OF GLENPOOL
CHAIRMAN AND BOARD OF TRUSTEES
GLENPOOL UTILITY SERVICES AUTHORITY**

**RE: REQUEST FOR AUTHORIZATION REGARDING STAFF LEVEL APPROVAL
OF FUTURE APPLICATION FOR PAYMENT REQUESTS**

BACKGROUND

This item is for City Council and GUSA Board of Trustees consideration and action regarding a request by the Program Management Group (PMg). As you may recall, PMg is the project management consultant retained by Tulsa County to supervise the various municipal and county improvement projects being funded by the current Vision 2025 sales tax initiative. PMg has requested that a formal authorization be granted by both the City Council and GUSA to enable the City Manager to approve and execute all future Pay Requests regarding the on-going construction contract with Goins Enterprises, Inc. This contract covers the installation of the 156th Street water tower and associated waterline improvements in a total amount of \$2,202,414.00. The Contractor will be issuing future pay requests monthly and the authorization given by the Council and GUSA Board of Trustees will serve to expedite a rather complicated and time consuming payment system at Tulsa County. Note that this authorization will remove the need to request monthly Council and GUSA approvals on future pay requests. However, it should also be noted that this authorization only involves requests for payment under the base contract. Any future requests for change-orders to the original scope of work and/or the total contract amount in the base agreement will still require submittal to and approval by the Council and the GUSA Board.

STAFF RECOMMENDATION

Staff recommends that the City Council and GUSA Board of Trustees approve the authorization allowing the City Manager to review, approve, and execute all future payment requests that are in compliance with the terms of the base contract agreement with Goins Enterprises, Inc.



To: HONORABLE MAYOR AND CITY COUNCIL
From: Roger Kolman, City Manager
Date: March 21, 2016
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 has continued to grow through residential development, the services offered by Retail Attractions, LLC are required to help attract the commercial and retail amenities that current and future residents demand in their hometown.

In 2015, the Council extended the contract for a six month period to determine if the services rendered by the contractor were the best available. During that time the contractor continued to work in the best interests of the city and delivered on their commitment to the community as evidenced by their monthly reports and representation at the Dallas ICSC retail roundup. Additionally, the contractor has continuously worked with one prospect in particular that has entered into contract negotiations to purchase property in Glenpool. That prospect continues to negotiate with the landowner and the city on a potential incentive package to help close the deal.

During this time, staff has taken the opportunity to evaluate the contractor's services against past performance and the services that others in the same industry can provide. Staff received one written proposal from another contractor in the same industry and researched the results achieved by that company for its current clients in Oklahoma. That proposal details services that are very similar in scope and methodology as delivered by the current contractor. Based upon the performance to date of Retail Attractions, the cost proposal provided by the other company, and the research done, staff recommends extending a one year contract to Retail Attractions with the following modifications:

- Reduction of the monthly retainer from \$ 2,250 to \$ 1,250
- Implementation of a performance bonus based upon the square footage of leasable space that is built inside the city and is directly attributable to the efforts of Retail Attractions

Staff Recommendation:

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

Attachments:

Proposed contract.

**AGREEMENT
FOR
ECONOMIC DEVELOPMENT CONSULTING SERVICES**

STATE OF OKLAHOMA §
COUNTY OF TULSA §

PART I. PARTIES

THIS AGREEMENT is made on the ____ day of _____, in the year 2016, between the CITY OF GLENPOOL, hereinafter called the CITY, and RETAIL ATTRACTIONS, LLC, hereinafter called the CONSULTANT for consulting services in an effort to attract appropriate retail, residential, office, and other ancillary mixed use development to the City of Glenpool, subject to the terms and conditions specified in this Agreement.

PART II. TERM OF AGREEMENT

CITY intends to retain CONSULTANT for professional economic development consulting services for a twelve (12) month period commencing March 1, 2016 and concluding February 28, 2017. This Agreement may be renewed for an additional twelve (12) month period upon the fees, terms and conditions agreed to in writing by both parties. However, CITY or CONSULTANT may terminate this Agreement as described in Part VII, Paragraph 1.

PART III. SCOPE OF SERVICES

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 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. We 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 entire 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 Agreement.
6. Contact our extensive network of developers to create interest in the Glenpool market, define development opportunities and coordinate / attend meetings with city and developers.
7. Represent the CITY at the May 2016 ICSC RECon show in Las Vegas and at other ICSC conferences as required.
8. Provide monthly updates to designated contact. For purposes of this Agreement, the designated contact is the City Manager or his designee.
9. 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.

PART IV. CONSULTANT'S FEES and PERFORMANCE BONUS

CITY shall pay CONSULTANT for the Scope of Services described in Part III as follows:

CITY will pay CONSULTANT a monthly retainer of **\$1,250.00**, payable on first of month following the month of service.

CITY will also pay CONSULTANT a one time Performance Bonus for each new sales tax producing commercial development, mixed-use development, medical development, or office/professional development that locates within the then city limits of Glenpool as a result of the recruitment efforts of CONSULTANT. Such compensation shall be due

and payable to CONSULTANT within 30 days of the issuance of a certificate of occupancy for said development and shall be calculated as follows:

<u>Gross Leasable Area (sq ft)</u>	<u>Performance Bonus</u>
1,500 – 5,000	\$ 2,500.00
5,001 – 24,999	\$ 7,500.00
25,000 – 99,999	\$ 10,000.00
100,000 and above	\$ 25,000.00

In order to earn the one time Performance Bonus, CONSULTANT shall provide, in writing, documentation from the principal owner of the development in question which indicates that, without the efforts of CONSULTANT, the development would not have located within the city limits of Glenpool at the same time and place. A development that has submitted conceptual or final plans to the CITY at the time of the termination of this AGREEMENT shall be eligible for the one time Performance Bonus as indicated herein, if all other stipulations are met.

Any required travel shall be paid by CITY and time in city will include a standard per diem allowance of \$150.00. All travel will be approved by city manager in advance.

PART V. CITY'S RESPONSIBILITIES

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.
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 the Agreement. 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.

5. In the event that CONSULTANT incurs expenses related to (but not limited to) travel, lodging, meals, or other expenses while representing CITY, CITY will reimburse CONSULTANT expenses with prior written approval of the City Manager or designee.

PART VI. NOTICES

Reports and notices shall be made by CONSULTANT to CITY'S representative:

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

Reports and notices shall be made by CITY to CONSULTANT'S representative:

Mr. Rickey Hayes
CEO
Retail Attractions, LLC
12150 East 96th Street, Suite 202
Owasso, OK 74055

PART VII. MISCELLANEOUS PROVISIONS

1. Termination and Suspension. This Agreement 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 the Agreement.

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 Agreement as a whole.

2. 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 Agreement are and shall be instruments of service. They are not intended or represented to be suitable for reuse by CITY or others on modifications or extensions of the Scope of Services or on any other project.

Any reuse by CITY without prior written consent, verification or adaptation of CONSULTANT for the specific purpose for which such reuse is 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.

3. Successors and Assigns

CITY and CONSULTANT each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement 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 Agreement.

Neither CITY nor CONSULTANT shall assign or transfer any rights under, or interest in (including, but without limitation, moneys that may become due or moneys that are due), this Agreement 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 Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and sub-contractors as he may deem appropriate to assist him in the performance of services hereunder.

4. Relation of Parties. The terms of this Agreement shall not constitute nor create an employer/employee relationship between the parties. 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.
5. Controlling Law. This Agreement is to be governed by the laws of the State of Oklahoma, without respect to its choice of law rules. Venue shall be in Tulsa, Oklahoma.
6. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation or enforcement of this Agreement, 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.
7. 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.

8. Compliance with Applicable Law. CONSULTANT, CONSULTANT'S agents, employees, and subcontractors shall comply with all applicable federal and state laws, the 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 this Agreement or any Amendments to this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY:

CITY OF GLENPOOL, OKLAHOMA

CONSULTANT:

RETAIL ATTRACTIONS, LLC

By: _____
Timothy Lee Fox, Mayor

By: _____
Rickey Hayes, CEO

ATTEST:

Susan White, City Clerk

[-SEAL-]

APPROVED AS TO FORM:

Lowell Peterson, City Attorney



To: HONORABLE MAYOR AND CITY COUNCIL
From: Roger Kolman, City Manager
Date: March 21, 2016
Subject: IT Purchase

Background:

Recently, the City's main server was penetrated by a ransomware virus which has created havoc with the information stored on that server. Several months ago, a similar virus attacked two local desktop machines, but that attack was contained to the desktops and did not spread across the network to the servers. Unfortunately, using the file sharing setups in several network user accounts, this new virus managed to encrypt several of the document storage areas on our servers.

Generally, commercial virus scanners may not detect these types of attacks because the virus encrypts data rather than corrupting it. As file encryption is something that is done as a matter of course in many commercial settings, the virus scanners tend to ignore the activity. Additionally, the creators of these types of attacks are generally a few steps ahead of the teams creating the anti-virus software and therefore are able to launch attacks undetected until the protection software can be modified to detect the target virus. Unfortunately, a scan of the news in recent months indicates that such attacks are becoming more prevalent; therefore the city needs to change its protection protocols in order to guard against future attacks.

The city currently uses a server backup protocol that keeps two weeks of backups to help recover from this and other forms of disasters. However, in this case the file encryption went undetected for two weeks allowing the backups themselves to be irretrievably encrypted. As a result, the data on those backups cannot be retrieved and the only way to get back that data is to pay for the unencryption key. Our IT Consultant has done that and the data is being restored. To help guard against similar outcomes in the future, the city should change its server backup tactics, increasing the number of times a day the servers are copied as well as the total number of days backups are retained. The system being proposed will allow for 30 days of backups to be retained, while also creating duplicate backups to be stored on another server located off campus.

We believe the virus entered the system through a web browser, as opposed to as an email attachment. The best way to help guard against similar attacks in the future is to beef up security at the entry point into the city's servers, which is at the firewall. The current firewall is a mid level security hardware system that is designed to reject port calls that do not fit a programmed pattern, but allows traffic to route to ports that are open to requested internet traffic. The proposed firewall is an upgraded model that not only rejects bad port calls, but also inspects the incoming and outgoing data packets for unusual activity and stops those packets that appear to be suspicious. Additionally, this new firewall can be programmed at the individual user level to restrict access to any and all websites.

The above steps, in conjunction with narrowing the user share capabilities across the network should help to guard against future attacks. Unfortunately, the creators of these types of viruses are well versed in evolving their software to get around security systems, so there are no guarantees. However,



the steps above, in conjunction with educating the city's staff about maintaining vigilance in the use of computer resources will go far to limit our exposure in the future.

Staff requests approval of the purchase of (see quote from SafariMicro): Sophos XG230 firewall, Veritas backup solutions software, and a Buffalo TeraStation NAS Server in the amount of \$7,352.90 plus an additional \$1,500 in consulting fees necessary to configure and install the new hardware and software and to remap the network's user shares.

Staff Recommendation:

Staff recommends approval of the purchase of the hardware and software from SafariMicro.

Attachments:

Report from BlueSky Technology

Quote from SafariMicro

City of Glenpool

Security Update Proposal

Based upon the latest ransom virus that hit the city of Glenpool, we are recommending several changes to the current environment to increase the protection of incidents such as this. We believe these new procedures will help prevent issues like this from occurring but cannot guarantee it. With the new backup system we are going to back all data to the new NAS device and keep 30 days of backups. We will also setup a monthly backup of the data that will be kept for a year and a yearly backup of the data that will be kept for 3 years.

As this virus had the effect of attacking the shared folders we are also recommending changing the share structure. We are suggesting working with each department head to determine who needs access to what information and recreate the shares based on that information.

We are going to implement a SharePoint Server (using the foundation version which is free to owners of windows servers) to store the major file structures (such as City admin and Planning). This will remove the need for mapped drives to those folder structures adding another layer of protection to the system

The user shared folders will remain on the file servers but we recommend breaking them out to departments and limiting the amount of space allowed to reduce the size of the data and limit exposure to viruses.

We are also setting up a training class for the staff. We believe that a 1 hour session will help everyone understand the importance of web security and the process of reporting issues as soon as possible.

The current firewall for the system does not inspect traffic and the data passing through it. The new firewall will inspect the traffic and allow for reporting of website usage and granular blocking of sites.

The attached quote is for all the software and hardware needed for this project. The price of \$7,352.90 is for 1 year support on the software, If you would like to change to the 3 year software support the price would be approximately \$8,439.01. There will be about \$1500 in labor to reconfigure the old firewall to the new firewall (that is dependent on how easy the information will convert to the new system). This will have to be scheduled during a weekend to have the least amount of downtime possible (we can divert the police and fire to a temporary firewall during that period).

We have also attached a link to a spreadsheet on the new firewall that goes over the main aspects of its capabilities

Thank You,

Richard Oltmann
Principal Consultant / CIO
Blue Sky Technologies LLC.



Safari Micro, Inc.
 2185 W. Pecos Rd
 Suite 9
 Chandler, Arizona 85224
 United States
<http://www.safarimicro.com>
 (P) 480-345-1860
 (F) 480-345-1861

Quote (Open)

Date

Mar 10, 2016 10:32 AM MST

Doc

321186 - rev 1 of 1

Description

Sophos XG230 Security/Veritas/Buffero Server

SalesRep

Zub-Gulick, Dorothy
 (P) 888-556-5169
 (F) 480-360-1370

Customer Contact

Oltmann, Richard
 (P) (918)-284-9598
roltmann@blueskytechok.com

Customer

City of Glenpool (CO11713)
 Oltmann, Richard
 12205 SOUTH YUKON AVE
 PO Box 70
 Glenpool, OK 74033
 United States
 (P) 918-209-4617

Bill To

City of Glenpool
 Casteen, Julie
 12205 SOUTH YUKON AVE
 PO Box 70
 Glenpool, OK 74033
 United States
 (P) 918.209.4628.
jcasteen@cityofglenpool.com

Ship To

City of Glenpool
 Casteen, Julie
 12205 SOUTH YUKON AVE
 PO Box 70
 Glenpool, OK 74033
 United States
 (P) 918.209.4628.
jcasteen@cityofglenpool.com

Customer PO:

Terms:

Undefined

Ship Via:

FedEx Ground

Special Instructions:

Carrier Account #:

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		Sophos XG 230 Security appliance - with 1 year TotalProtect - 6 ports - 10Mb LAN, 100Mb LAN, GigE - 1U - rack-mountable	XB231CSUS	Yes	1	\$3,699.56	\$3,699.56
2		VERITAS Backup Exec Server Edition On-Premise license + 1 Year Essential Support - 1 server - GOV - GLP - Win	13670-M0010	Yes	1	\$622.31	\$622.31
Note: This will backup the Media Server connect to 1x tape drive control your tape library as well as control all agents							
3		VERITAS Backup Exec Server Edition On-Premise license + 3 Years Essential Support - 1 server - GOV - GLP - Win	13670-M0034	Yes	0	\$881.28	\$0.00
4		VERITAS Backup Exec Agent for VMware and Hyper-V On-Premise license + 1 Year Essential Support - 1 host server - GOV - GLP - Win	10931-M0010	Yes	1	\$997.18	\$997.18

Note: This will tie into the hypervisor and backup all virtual machines on top. This provides granular support for Windows and Linux. This is licenced 1 per hypervisor host. If granular support for Active Directory Lotus Domino Exchange SQL Sharepoint Enterprise Vault or Oracle is needed please provide 1 App and DataBase Agent per OS that needs granular support

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
5		VERITAS Backup Exec Agent for VMware and Hyper-V On-Premise license + 3 Years Essential Support - 1 host server - GOV - GLP - Win	10931-M0034	Yes	0	\$1,414.73	\$0.00
6		VERITAS Backup Exec Agent for Windows On-Premise license + 1 Year Essential Support - 1 server - GOV - GLP - Win	13131-M0010	Yes	1	\$374.80	\$374.80
Note: This will provide granular backups for Windows Servers and PC's for the C: drive only.							
7		VERITAS Backup Exec Agent for Windows On-Premise license + 3 Years Essential Support - 1 server - GOV - GLP - Win	13131-M0034	Yes	0	\$525.42	\$0.00
8		VERITAS Backup Exec Agent for Application and Databases On-Premise license + 1 Year Essential Support - 1 server - GOV - GLP - Win	13112-M0010	Yes	1	\$622.31	\$622.31
Note: App and DataBase agent includes the Windows Agent. This will provide granular backup for Active Directory Lotus Domino Exchange SQL Sharepoint Enterprise Vault and Oracle							
9		VERITAS Backup Exec Agent for Application and Databases On-Premise license + 3 Years Essential Support - 1 server - GOV - GLP - Win	13112-M0034	Yes	0	\$881.28	\$0.00
10		BUFFALO TeraStation 5400DN TS5400DN1204 NAS server - 12 TB - SATA 3Gb/s - HDD 3 TB x 4 - RAID 0, 1, 5, 6, 10, JBOD - Gigabit Ethernet - iSCSI	TS5400DN1204	Yes	1	\$1,036.74	\$1,036.74

Subtotal:	\$7,352.90
Tax (0.000%):	\$0.00
Shipping:	\$0.00
Total:	\$7,352.90

UNLESS OTHERWISE STATED,

*Most Quotations are valid for 30 days, except for certain items such as Memory Products.

*Please check with your Sales Person for the expiration date of this Quotation.

*Please inspect your order for accuracy and hidden damage within 30 days of receipt.

*No Returns or Refunds on Apple, HP, Lenovo, and any Configure To Order or Build To Order Products.



To: HONORABLE MAYOR AND CITY COUNCIL

From: Roger Kolman, City Manager

Date: March 21, 2016

Subject: Collective Bargaining Agreement

Background:

The City administration and members of the IAFF Local 2990 have met several times over the last 30 days to negotiate a collective bargaining agreement covering the city's professional fire fighters. The agreement before the Council is one which both parties are agreeable to and see as beneficial to both sides. The proposed agreement will cover FY 2017 and FY 2018.

Staff Recommendation:

Staff recommends approval of the collective bargaining agreement.

Attachments:

Collective Bargaining Agreement for FY 2017 and FY 2018 between the City of Glenpool and the IAFF Local 2990

AGREEMENT BETWEEN
THE CITY OF GLENPOOL, OKLAHOMA,
A MUNICIPAL CORPORATION,
And THE INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS
LOCAL 2990
FISCAL YEARS 2017-2018

ARTICLE

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I. PURPOSE OF AGREEMENT

It is the intent and purpose of this Collective Bargaining Agreement ("Agreement"), entered into by and between the CITY OF GLENPOOL, OKLAHOMA, hereinafter referred to as "City" and LOCAL NO. 2990, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as "Union", to achieve and maintain harmonious relations between the parties hereto and for members of the Union ("Member(s)") and to provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement.

The Union agrees to provide a written (hard) copy and an electronic copy of the Agreement for use of the City. The City agrees to provide the City Seal on 5 written (hard) copies.

II. AUTHORITY AND TERM

Section 1. The City and the Union have, by these presents, reduced to writing this Agreement resulting from negotiations entered into by the City and the Union, in compliance with the Fire and Police Arbitration Act, 11 O.S. §§ 51-101 – 51-113..

Section 2. This Agreement shall become effective on the first day of July 2016, and shall remain in full force and effect until midnight, June 30, 2018 ("Term").

Notwithstanding, the parties of this Agreement understand that the city must comply with the Constitution of the State of Oklahoma and state statutes in all matters dealing with budgets and expenditures. The City must comply with 11 O.S. §§ 17-201 et seq. specifically. The parties herein agree that all portions of this Agreement are subject to the appropriation of adequate and sufficient funds for which appropriation must be considered by the Governing Body of the City prior to adoption of the City's 2017 and 2018 fiscal year budgets.

In the event that the City is unable to, or fails to appropriate adequate funds by the end of fiscal year 2016 or 2017, the one hundred and twenty (120) days notification period set forth in 11 O.S. §51-112 of the Oklahoma State Statutes shall be waived and the parties shall immediately enter into good faith collective bargaining. Additionally, the City agrees to notify the Union by April 1st of fiscal years 2016 and 2017 if the City anticipates being unable to appropriate adequate funds for the next successive year of this Agreement. In the event, City provides said notification to the Union, the one hundred and twenty days notification period referenced above will be waived and the parties shall immediately enter into good faith collective bargaining.

Section 3. Except as otherwise provided in Section 2 of this Article, whenever wages, rates of pay, or any other matters requiring appropriation of moneys by the City are included as a matter of collective bargaining, it shall be the obligation of the Union to serve written notice of request for collective bargaining on the City at least one hundred twenty (120) days prior to the last day on which moneys can be appropriated by the City to cover the agreement period which is the subject of the collective bargaining procedure.

Section 4. It shall be the obligation of the City, acting through its corporate authorities, to meet at reasonable times and confer in good faith with the representatives of the Union within ten (10) days after receipt of written notice from the

Union requesting a meeting for purposes of collective bargaining. The obligation shall include the duty to cause any collective bargaining agreement resulting from negotiations to be reduced to a written agreement, the term of which shall not exceed one (1) year; provided, any such agreement shall continue from year to year and be automatically extended for one-year terms unless written notice of request for bargaining is given by either the City or the Union at least thirty (30) days before anniversary date of such negotiated agreement. Within ten (10) days of receipt of such notice by the other party, a conference shall be scheduled for the purposes of collective bargaining, and until a new agreement is reached, the currently existing written agreement shall not expire and shall continue in full force and effect.

Section 5. In the event the Union and the City are unable, within thirty (30) days from and including the date of the first meeting, to reach an agreement, any and all unresolved issues shall be submitted to arbitration, upon request of either party.

III. RECOGNITION

Section 1. The City recognizes the Union as the exclusive bargaining agent for all permanent Members of the Fire Department except those entitled to exemption as defined by statute.

IV. GRIEVANCE PROCEDURE

Section 1. The Union or any Member shall have the right to file a grievance with respect to any incident or dispute concerning the interpretation, enforcement or application of any provisions of this Agreement or concerning any of the terms or conditions of employment contained in this Agreement and shall be afforded the full protection of all statutory provisions with respect to grievance resolution and/or arbitration as such provisions are implemented in this Article IV.

Section 2. The Union or any Member shall make a good faith attempt informally to resolve a potential grievance within ten (10) business days following the incident or dispute giving rise to the potential grievance and prior to filing the grievance. Within five (5) business days after said incident or dispute occurs, the potentially aggrieved Member, either directly or with the assistance of his Union President or the Union President's designated representative, shall report any such incident or dispute to the Fire Chief, or his designee. The Member, or the Member and his representative, and the Fire Chief, or his designee, shall make a good faith effort to resolve the incident in a manner satisfactory to all affected parties and thereby avoid the filing of a grievance.

Section 3. Within five (5) business days following the presentation of the potential grievance to the Fire Chief, or his designee, provided by Section 2 of this Article, the Fire Chief or his designee shall respond to the Member, or to the Member and his designated Union representative. The Fire Chief's, or his designated representative's, response may be submitted orally or in writing. In the event that the Fire Chief fails to respond before the expiration of ten (10) business days following the incident or dispute giving rise to the potential grievance, the Union or the Member may treat such failure to resolve the potential grievance and proceed with the filing of a grievance.

Section 4. Any incident or any dispute referenced in Section 1 of this Article that is not informally resolved by the response required by Section 3 shall be addressed in the following manner:

- A. Within five (5) business days following an unsatisfactory resolution of the potential grievance, whether due to the response of the Fire Chief or his designee as provided by Section 3 or due to failure to respond, the Member shall present the incident or dispute to the Union Grievance Committee.
 - 1. The Union Grievance Committee shall report its findings with respect to the existence of a valid grievance to the Member within five (5) business days following the presentation referenced in Section 4.A. of this Article.
 - 2. If the Union Grievance Committee finds a grievance does exist, the Committee shall file the grievance by submitting a written report or statement to the City Manager within five (5) business days following such finding.
 - 3. If the Union Grievance Committee finds a grievance does not exist, no further actions of the Committee shall be necessary; *provided that*, the Member may, on his own and with or without Union representation, file the grievance by submitting his own written report or statement to the City Manager within five (5) business days following such finding.
- B. The City Manager shall provide his response to the grievance, in writing, to the Fire Chief, the Member involved and the Union President within five (5) business days following receipt of the written report or statement referenced in subsections 4.A.2. and 4.A.3. of this Article.
- D. If the grievance is denied by the City Manager, within five (5) business days following such denial and before the parties invoke arbitration proceedings as provided by Section 4.E., the Member, or the Member and his Union representative, and the City Manager will meet in informal mediation in a second good faith effort to resolve the grievance before further action is taken.
- E. In the event that the mediation resolution process provided in Section 4.D. fails to reach an agreement, the parties shall submit the grievance to arbitration upon the request of either party within 30 calendar days following such failure. **If neither party requires arbitration within such 30-day period, the grievance shall be deemed conclusively denied.**
- F. Arbitration Proceedings
 - 1. The parties shall request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service ("FMCS").
 - 2. Within ten (10) business days from the receipt of such list, a representative from each of the Union and the City shall meet and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The City shall strike the first name.

3. Upon notification to the FMCS of the selection of the arbitrator and once the arbitrator is contacted, the date for the arbitration hearing shall be set within ten (10) business days from the date the arbitrator is notified of his selection.
4. Within twenty (20) business days after the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Union and the City.
5. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement
6. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement hereto. The arbitrator shall have no jurisdiction to establish provisions of a new Agreement or deviate from provisions of the present Agreement or amendments hereof. (This shall not preclude individual wage grievances.)
7. The cost of the impartial arbitrator shall be shared equally between the Union and the City. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

Section 5. All time limits set forth in this Article may be extended by mutual written consent, but if not so extended, they must be strictly observed.

Section 6. It is specifically and expressly understood that filing a grievance under this Article which, as its last step, went to final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties and any representative of either of their respective rights to litigate or otherwise contest the decision of the arbitrator rendered through the grievance procedure in any court or other appeal forum.

V. WAGES

Section 1. All Members covered by this Agreement shall receive, on an annual basis corresponding to their anniversary of service date (meaning their date of hire including any probationary period for Members who have received no Satisfactory Performance Increase under Section 2 of this Article, or the date of their most recent Satisfactory Performance Increase), an increase in their monthly salaries in accordance with the step-in-grade placement schedule attached to this Agreement and incorporated herein as Appendix A, at the rate and step placement of their corresponding rank and years of service.

Section 2. Members shall be eligible a Satisfactory Performance Increase (SPI), at the end of each completed year of continuous service, from their service date as defined in Section 1 of this Article V, with the Glenpool Fire Department. Each Member, except for those at the maximum step of their pay grade, shall be eligible for an SPI twelve (12) months from the date of their most recent SPI.

Section 3. Members, who are promoted from Firefighter to Corporal, Corporal to Driver, Driver to Lieutenant, or Lieutenant to Captain, shall be paid at the lowest step of the pay grade to which the Member is promoted, provided that such lowest step must be the lowest step that results in an increase of at least (3) percent per hour over the Member's preceding step in grade, as shown in Appendix A hereto.

Section 4. The steps in grade and grade advancements applicable to job description categories are attached hereto and made a part hereof at Appendix A. In the event of any conflict between Appendix A and any provision of this Article V, Appendix A shall control.

Section 5. The Chief shall select a firefighter to be designated as the "Training/Health/Safety Officer" who shall coordinate training activity. The Training/Health/Safety Officer is responsible for developing or obtaining training materials and providing instruction to department personnel, as well as other duties that are indicated in the Training/Health/Safety Officer job description. This position will be paid five percent (5 %) above the Member's normal rate of pay in accordance with Appendix A.

Section 6. Members who work in a rank above Captain for a period of five shifts or more shall be paid five percent (5 %) above their normal rate of pay for all shifts worked above the rank of Captain in excess of five. This pay increase provided in consideration of working out of grade will commence with the sixth shift the Member works in a rank above Captain and shall continue until the Member is no longer required to work in the higher-ranking position.

Section 7. Members will be allowed tuition reimbursement not to exceed \$800.00 per Member for pre-approved, job-related and successfully completed education and/or training classes that are completed during each year of the Term of this Agreement. Courses may be degree or certificate eligible.

- A. Courses provided in accordance with Section 5, Standards of Competency, Subsection 01 of the Glenpool Fire Department's Standard Operational Guidelines that are required for promotional purposes will be provided, as needed and within budgetary considerations, to Members through normal operating procedures and will not be counted against the allowable tuition reimbursement of each Member. Members will be compensated at their standard hourly rate of pay for the time required to complete courses that are mandatory for promotion.
- B. Members will be eligible to collect reimbursement for costs associated with said training class, including but not limited to; registration fees, hotel expense for training requiring overnight lodging, meals, mileage (if utilizing personal vehicle), etc. as allowed by the Chief of the fire department, up to the maximum eligible amount.
- C. The Fire Chief, or his designee, will not unilaterally withhold education or training approval without a valid and justifiable reason. Members whose requests have been denied may appeal to the City Manager, or his designee, to reconsider the request.

- D. Members will be required to make their own registration and travel arrangements once education or training has been approved.
- E. If education or training classes fall on a Member's regular work day, Member will receive normal pay for training and/or travel time. If training falls during a day off, Members agree that, except as otherwise provided by subsection A of this Section 7 and because such non-mandatory training was at their request and discretion, they will not receive pay or compensatory time for any part or whole of that day.

VI. WORK PERIOD, OVERTIME, CALL BACK AND STAFFING

Section 1. The work period for shift employees in the Union shall be the current fourteen (14) days, one hundred six (106) hours in an average two-week pay period.

Section 2. For all Members, overtime at a rate of not less than one and one-half (1 ½) times the regular hourly rate of pay shall be paid, or compensatory time off at a rate of one and one-half (1 ½) times the hours worked in excess of one hundred six (106) shall be granted, for all hours worked over one hundred six (106) in any work period. Overtime compensated by payment at the overtime rate shall be paid bi-weekly. It is understood that if a Member elects compensatory time in lieu of overtime compensation, he may only accrue up to a maximum of four hundred eighty (480) hours of compensatory time. Compensatory time must be taken at a time mutually convenient to the Member and the Fire Chief or his designee.

Section 3. "Call back" applies to those hours that a Member is required by the City to return to the City's premises, or elsewhere, in response to a general alarm or emergency situation. Any Member shall be compensated for all time worked during call back status at the established overtime rate provided by Section 2 of this Article. Any Member required to report as a call back shall receive a minimum of two (2) hours pay or compensatory time at the rate stated in Section 2 of this Article.

Section 4. All earned leave time used will be counted as hours worked when computing overtime pay as called for under the Fair Labor Standards Act (FLSA). However, compensatory time, which is taken in lieu of overtime pay, will not be counted as "earned leave" for the purpose of computing overtime.

Section 5. To ensure the safety of the public and members of the Fire Department, **minimum** staffing levels shall be as follows: (a) minimum aggregate staffing level of 12 fire fighters; and (b) one Company, defined as apparatus and crew and having a minimum of one Captain **or** Lieutenant; one Driver **or** Corporal; and one Fire Fighter per shift.

Section 6. Members shall have the right and privilege to take leave whenever desired, so long as the leave does not interfere with the orderly operation of the Fire Department.

Section 7. It is permissible, but not required by the Fire Department or the City of Glenpool, that any Member who performs teaching duties for an outside employer that would be beneficial to Members may volunteer to provide such teaching services to other members of the Fire Department during hours that are off-duty for the instructor.

Such Member performing such teaching duties may or may not look to his or her outside employer for compensation but in no case shall such Member be entitled to compensation in any form from the City of Glenpool and, in performing such duties, knowingly waives any expectation of such compensation.

VII. LONGEVITY PAY

Section 1. City shall pay each Member covered by this Agreement, longevity pay of Six Dollars (\$6.00) per month for each completed year of service from the Member's date of hire. That is, longevity pay for each completed year of service shall be paid in accordance with the following schedule:

During the Course of Year:	Longevity Pay Shall Be:
1	-0- (no completed years of service)
2	\$6.00 per month (for completion of year 1)
3	\$12.00 per month (for completion of year 2)
4 and thereafter	Progressive \$6.00 increments for each year of service completed

Section 2. The Member will receive longevity pay on the first pay period of each month.

VIII. INSURANCE

Section 1. It is the responsibility of the Union to provide group healthcare benefits to all eligible Members of the Glenpool Fire Department. For purposes of Article VIII only, eligible Members of the Fire department include probationary employees who are Members in good standing of the Local. Any ineligible Members shall be covered by the group healthcare plan of the City of Glenpool, subject to the requirements of the providers said plan. It is further understood that any Member of the Fire Department who does not enroll in the Union Insurance plan upon becoming eligible, or any Member who drops the Union insurance plan and wishes to enroll at a later date, shall be subject to the requirements of the providers of the Unions insurance plan.

Section 2. The City agrees to contribute to the Union Insurance Fund on a monthly basis, a sum equal to the amount contributed for other City employees; however, in no event shall the sum paid for each Member who is enrolled in the Union's healthcare plan be less than the cost of (which includes the Medical, Dental and Vision coverage) the Union Insurance premiums. The City also agrees to withhold, through payroll deduction, premiums for family coverage of Members who wish this coverage. These deductions will be contributed monthly as well. If the City cancels its medical insurance program for general City employees during the term of the Agreement, City agrees to continue paying to the Union Insurance Fund the same amounts it was paying prior to the cancellation.

Section 3. It is distinctly understood and agreed that the City's only obligation is to pay the cost of the group insurance as described in Section 2 and in all matters with respect to coverage, payments or benefits and the amount thereof, shall be reserved to the Union and the insurance providers as to control and policies.

Section 4. The Union shall have the right to submit a grievance to binding arbitration by giving the City written notice, of its intentions to do so not less than forty-eight (48) hours in advance if the City shall fail to make payment of the contribution due to the Fund for an month on or before the tenth (10th) day of the calendar month for which such contribution shall be payable. Provided, that no such action will be taken by the Union unless and until the Executive board of the Union shall have certified in writing to the City that the City has so failed to pay such contribution.

Section 5. The selection of the insurance provider shall rest solely with the Union.

Section 6. The Union further agrees to indemnify the City against all liabilities in connection with the administration of the group insurance program provided by the Union. Provided, that this section shall not impose any obligation on the Union to indemnify the City against willful misconduct or negligent acts or omissions of the City, its agents or its employees.

Section 7. The Union shall provide to the City, individual group enrollment cards to be supplied by the Group insurance carrier. The execution by the eligible individual Members shall demonstrate an election by said Members to be covered by the Union's Plan.

Section 8. The Union agrees to provide a copy of the monthly billing statement from its insurance provider monthly.

Section 9. Should the Union provide the City thirty (30) days' notice prior to the beginning of a new contract year that they wish to join the City's insurance plan, the City agrees to accept all current and retired Members subject to acceptance by the City's insurance carrier.

IX. ANNUAL LEAVE

Section 1. Members shall receive vacation time as follows:

Hire date – 5th year of service	10 shifts per year
6 th -10 th year of service	15 shifts per year
11 th year of service – retirement	20 shifts per year

Section 2. Members shall be paid for vacation hours in excess of two hundred forty (240) hours at a straight time rate of pay. Those hours exceeding 240 will be paid to Members on their bi-weekly paychecks.

Section 3. In addition to vacation leave as provided by Section 1 of this Article IX, all Members shall receive compensatory time off (holiday leave) for twelve (12) working shifts during each year of the Term of this Agreement as compensation for holidays recognized by the City of Glenpool, regardless of whether any given Member does or does not work a holiday shift. Compensatory time off must be taken during each

respective year of the Term of this Agreement at times mutually convenient to the Member and the Fire Department. Payment for holiday leave accrued but not taken during either year of the Term of this Agreement shall be paid as straight time at the regular rate of pay on the last pay period that occurs during each respective year of the Term of this Agreement, provided that if a Member retires or terminates employment during either year of the Term of this Agreement any unused balance of holiday leave shall be paid on that Member's final pay period. Holidays may not be accumulated or carried forward from one fiscal year to the next. Holiday shifts worked shall be paid at straight time rate of pay.

Section 4. All new employees shall receive holidays and personal days. These days will be prorated according to date of employment during the Term of this Agreement.

Section 5. Shift exchange. Members shall have the right and privilege to exchange shifts with other qualified regular Members, so long as said exchanges do not interfere with the orderly operation of the fire department, provided the exchange has been approved by the Fire Chief, or, in his absence, his designee. This does not include the case of emergencies. Members shall give as much notice as possible and enter information into the daily log. The Members shall give a record of exchanges to the Fire Chief.

X. SICK LEAVE AND PERSONAL DAYS

Section 1. All Members may accumulate twelve (12) days of sick leave during each year of the Term of this Agreement.

Section 2. There shall be no compensation or "buy back" for accumulated sick leave or in lieu of sick leave "buy back" in any form. Members shall receive up to three (3) excused days off per year for personal business. Requests for a personal day off shall be made to the Fire Chief within five (5) days before the requested day off; however, such five (5) day notice may be waived in the event of an emergency making it impossible to give such five days' notice. Requests for personal days will not be unreasonably denied.

Section 3. Personal days off may not be accumulated or carried forward from one fiscal year to the next. Members will not be paid for any unused personal days accrued during the Term of this Agreement.

Section 4. Members can donate up to three (3) shifts per year of sick leave to other Members, if the person that is off because of illness or accident has exhausted other avenues of leave, and the illness or accident is of such a nature as to justify the use of additional sick leave. The Chief reserves the right to request verification of any illness that results in the use of donated sick leave.

Article XI. Light Duty [Members with Work Restrictions Due to Illness or Injury]

Section 1. Purpose

The purpose of this policy is to clarify the conditions under which the City of Glenpool will place an Member on restricted or light duty and to provide guidance to the department for administering the policy consistently. Modified duty assignments provide beneficial effects to Members by facilitating rehabilitation from an injury or recovery from an illness, while keeping the Member as an integral part of the fire department's operations.

Section 2. Definition

Temporary Modified Duty Assignment (Light Duty) for the purposes of this policy shall mean the assignment of an Member suffering from an injury, illness, or diagnosis which requires significant modification of the Member's normal work assignment and/or responsibilities. Such assignments shall not result in loss of pay or benefits, nor create any permanent positions or any change in formal classification, and shall be considered a temporary response to a short-term situation for the mutual benefit of the Member and the City of Glenpool. Light duty allowed for Members while on sick Leave is contingent upon the Member's request, approval of which is at the sole and absolute discretion of the City Manager and the Fire Chief on a case by case basis. In no case shall the City create otherwise unnecessary or non-existent work duties for the purpose of assigning a Member to light duty. All such assignments shall supplement, not supplant, existing assignments within the Department.

Section 3. Scope

- A. This policy will apply to full-time Members who have temporarily diminished capacity to perform regular job duties resulting from a job-related or off-duty injury, illness, or diagnosis which prohibits them from performing some or all of their regular job duties. Such Members may be assigned to light duty by the City, as provided by this Agreement.
- B. Members must have an injury, illness, or diagnosis that the treating physician reasonably expects to cause them to be unable to perform their regular duty assignment for more than three (3) consecutive shifts in order to be eligible for light duty assignment.
- C. This policy will also apply to full-time Members on sick leave under the following conditions: (1) The Member's physical condition allows them to attend training or educational opportunities that are required to maintain fire service related certifications or appropriate Continuing Educational Units; (2) the dates that the CEU's are given might otherwise preclude a Member on sick leave from attending and maintaining their certifications; and (3) at the Member's request.

Section 4. Responsibility

- A. The Member's physician must approve all light duty assignments prior to any such duty assignments. If there is conflicting medical information and/or opinions among physicians treating the Member, an independent opinion from a physician selected by the City may be utilized to determine medical fitness for full or light duty.

- B. The Chief's office, in consultation with the Training/Health/Safety Officer, is responsible for monitoring and administering this policy. All requests or recommendations for light duty assignments will include the physical restrictions placed on the Member by the treating physician. These restrictions will be reviewed by the Chief's office to determine availability of light duty work and in which light duty position the Member will be placed. The Chief's office, with guidance from the Member's physician, will monitor the Member's progress in returning to a full duty status.
- C. Supervisors who are assigned Members on light duty are responsible to ensure the Member fully understands and follows work modifications requirements set forth by the Chief's office and Member's physician.
- D. Members assigned to light duty will be responsible for providing the Chief's office with a note from the treating physician, no less than once every thirty (30) days, to ensure continuity of treatment and of restrictions creating the need for light duty.

Section 5. Non-Compliance (Line of Duty)

A Member's refusal to accept a modified duty assignment which he/she has been deemed medically qualified to perform, or a Member's non-compliance with the work modifications set forth by the Chief's office and the treating physician will result in the termination of the Member's light duty assignment.

Section 6. Conditions

The City will consider placing a Member on light duty assignment for valid reasons including but not limited to the following.

- To assist a Member with recuperation from an on or off the job related injury or illness by reintroducing them gradually to the demands of their full-time position.
- To conserve resources by having a recuperating Member assist the Members of the department in the performance of their duties.
- To avoid placing a temporarily incapacitated Member in a position that may aggravate an existing injury or illness or risk harming themselves, co-workers or other persons by assigning them instead to constructive work they can perform within the restrictions of the Chief's office and treating physicians or by allowing them to attend training classes.
- To enable a Member to continue to provide a constructive work production while waiting to have a scheduled medical procedure (surgery, test, MRI, CT Scans, etc.).

- In no case shall any Member be eligible for light duty assignment for more than five hundred twenty hours (520) in any calendar year.

Section 7. Procedures for Light Duty Assignments

- A. When it is determined that an injured or ill Member is capable of light duty work following an examination by, and upon the City receiving notification from the treating physician that the Member is capable of performing light duties, the Member shall notify the Chief's office of his request for light duty assignment.
- B. Members assigned to a light duty assignment **MUST** report to work at 0800 hours Monday thru Friday and leave work at 1700 hours of that day. On all holidays observed by the City the Member assigned to light duty will be excused from duty without additional compensation unless hours are used from the Member's holiday leave bank.
- C. Members shall wear a uniform appropriate to their assignment, as determined by the Chief or his designee.
- D. All fitness programs the Member participates in while on light duty must first be approved by the treating physician.
- E. Members electing to use a sick, holiday or personal day shall do so in accordance with the provisions of this Agreement.
- F. Members on light duty assignments shall notify their assigned supervisor and the Chief every 30 days of their progress and time line of return.
- G. Before returning to full duties Members on light duty shall notify their assigned supervisor and Chief by providing a full medical release from the treating physician.

Section 8. Daily Staffing Level

A Member assigned to light duty shall not be counted toward or as a part of the minimum daily staffing levels set forth in this Agreement.

Section 9. Light Duty Wages

Shift Members assigned to light duty shall be compensated in a manner intended to equalize pay between the 2080 annual hours worked by non-shift Members and the 2912 hours assigned to shift Members. As such, the hourly rate of a Light Duty Member shall be calculated as:

$$[(2912 \text{ hours} \times \text{hourly rate}) + (243 \text{ hours} \times \text{hourly rate} \times .5)] / 2080 = \text{Light Duty Hourly Rate}$$

During the term of a light duty assignment, Members utilizing annual leave, sick leave, or holiday leave shall have the corresponding number of hours deducted from their accrued leave balance for each such occurrence.

Article XII. UNION BUSINESS

Section 1. Upon acknowledgement of receipt of five (5) days' written notice to the Fire Chief or his designee, representatives of the Union shall be granted up to a combined total of one hundred twenty (120) hours per year off with pay to conduct bona fide Union business. The Fire Chief may waive the five (5) days written notice required by this Section 1 at his discretion.

Section 2. Time off under this Article shall be limited for use of not more than three (3) Union officers and/or three (3) elected negotiators, with the limitation of no more than one (1) Member off on duty shift at one time on Union business.

Section 3. Time off under this Article shall be deducted on an hour for hour basis. Upon completion of Union business, Members shall return to work.

Section 4. Meetings held for the purpose of contract negotiations or grievance settlement shall be scheduled at times mutually agreed to by both parties so that the representative will not lose pay.

Article XIII. DUES AND CHECK OFF

Section 1. Upon written notice from the Secretary-Treasurer of Local 2990 certifying and providing written authorization from the Member agreeing to deduct regular, monthly union dues from the earned wages of those Members represented by the Union, such deductions shall continue until notice by the Union that the Member is no longer a Member of the Union. If that occurs, the City will cease Dues Check Off within thirty (30) days of notice to the City.

Section 2. The deductions under this Article shall be made in accordance with the City of Glenpool pay plan in an amount certified to be correct by the Treasurer of the Union.

Changes in the amount of dues will be certified in the same manner and shall be done at least thirty (30) days in advance of the effective date of such change.

Section 3. All eligible Members desiring dues deduction shall individually sign an authorization form provided by the Union. Authorization may be withdrawn by the Member by providing written notice to the City at least thirty (30) days prior to the effective date of withdrawal. Unless removed by a Member, the authorization will remain in effect until the expiration date of this Agreement and will be automatically renewed with the adoption of each new collective bargaining agreement.

Section 4. The City will deduct only union dues from the Member's paycheck and will not deduct initiation fees, special assessments, fines or other union fees. No deductions will be made when the salary to be paid a Member is not sufficient to cover the amount to be deducted.

Section 5. The total amount deducted shall be remitted to the Treasurer of the Union. A check for the proper amount will be mailed to the Union treasurer within fifteen (15) calendar days after the deduction is made by the City. The City will provide the Union Treasurer with a monthly report showing the Member's name and amount

deducted. All deductions refundable at the time of termination or resignation will be refunded by the Union.

Section 6. The City shall pay dues to NFPA for one Member per shift who is a Certified Fire Inspector I.

Article XIV. CLOTHING ALLOWANCE

Section 1. All Members of the Bargaining Unit shall receive thirty-five dollars (\$35.00) per month cleaning allowance from the City.

Section 2. All Members of the bargaining unit shall receive Five Hundred Dollars (\$500.00), to be used to buy uniforms and One Hundred Twenty-Five Dollars (\$125.00) boot allowance following the first City Council meeting of July.

Section 3. All Members of the bargaining unit shall receive five (5) fire department issued T-shirts annually.

Section 4. In the event a Member shall be off work for any reason, for a period of more than four (4) weeks, he shall not receive cleaning allowance until his return to his normal working schedule.

Section 5. All new employees will be furnished with a "first issue uniform purchase." This will consist of the following equipment: a rechargeable flashlight, 1 coat badge; 1 shirt badge; 2 sets collar brass; 1 coat; 2 uniform trousers; 2 uniform shirts; 5 department T-shirts; 1 pair uniform shoes and 1 belt.

Article XV. MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects and in accordance with its responsibilities and the power of authority which the City has not officially abridged, delegated, granted or modified by this Agreement are retained by the City, and all rights, powers and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively without limitation within the rights of the City.

Section 2. Except as may be limited herein, the City retains its rights in accordance with the laws of the State of Oklahoma and the responsibilities and duties of the City of Glenpool as set forth within the ordinances and resolutions promulgated thereby.

Article XVI. PREVAILING RIGHTS

Section 1. All rules, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the fire department currently in effect on the effective date of this Agreement [collectively, "Past Practices"] shall be deemed a part of this Agreement, unless and except as modified or changed by specific provisions of this Agreement.

Section 2. This Agreement supersedes and cancels all Past Practices that are not documented or otherwise verifiable. No Member shall be entitled to rely on an alleged Past Practice for which the Member or the Union can provide no evidence of its being a

rule, fiscal procedure, working condition, departmental practice or manner of conducting the operation and administration of the fire department that was in effect on the effective date of this Agreement.

Section 3. This Agreement, together with any such documented or otherwise verifiable Past Practices and such subsequent amendments to this Agreement as may be memorialized by memoranda of understanding between the parties, constitutes a complete understanding of the terms and conditions of employment to be governed by this Agreement, is the complete and entire Agreement between the parties for its Term and cannot be altered in any manner, save by written concurrence of the parties hereto.

Article XVII. PROHIBITION OF STRIKES

Section 1. During the Term of this Agreement, the Union agrees to a prohibition of any work stoppage, strike, work slowdown, mass absenteeism or being a party to such activities. The Union shall not be in breach of this Agreement where the acts and actions enumerated in this Section 1 of this Article XVIII are not caused or authorized by the Union.

Section 2. Upon notification, confirmed in writing, by the City to the Union that certain of its Members are engaged in a prohibited job action as described in Section 1 of this Article, the Union shall immediately, in writing, order such Members to cease the job action and return to work at once and provide the City with a copy of such an order. Additionally, a responsible officer of the Union shall issue a written and spoken order commanding all Members participating in a prohibited job action to cease such action.

Section 3. Nothing contained in this Article shall be construed to limit, impair, or affect the right of the Union or any other Member of the bargaining unit to expression or communication of a view, grievance or complaint or opinion, or any matter related to conditions or compensation of employment or their betterment, so long as the same does not interfere with the full, faithful and proper performance of duties of employment.

Article XVIII. PERSONNEL FILES

Section 1. It is agreed that all materials and records concerning investigations, complaints, reprimands, counseling sessions or other discipline for violations of any rules, regulations or policies that might be considered detrimental to a Member's position advancement or future with the Department, as well as all materials and records concerning training, performance evaluations or other actions that might be considered neutral or beneficial to a Member's position advancement or future with the Department, shall be placed in the Member's permanent personnel file and shall be stored exclusively in the office of the Director of Human Relations for the City of Glenpool. The City shall notify affected Member of all actions or records and the Member shall be given the opportunity to protest, or grieve if protest is ineffective, such actions or records before they become a part of his permanent personnel file.

Section 2. No records described in Section 1 of this Article may be considered in connection with decisions pertaining to discipline or advancement unless they are located in the City's permanent personnel records, provided that nothing in this Article

shall prevent the Chief from maintaining informal notes that may be useful in the process of creating permanent personnel records.

Section 3. All Members shall be allowed to review their personnel file, under supervision, at any reasonable time upon written request to the Director of Human Resources.

Section 4. It is agreed that all Members shall be evaluated on an annual basis. Supervisory personnel within the department (captains) shall be evaluated by their immediate supervisor, the Fire Chief. All other Members (firefighters) shall be evaluated by their immediate supervisor and the Fire Chief acting together. In the event of disagreement, the evaluation of the Fire Chief shall control. Such evaluations shall be included in the records to be maintained as the Member's personnel file.

Article XIX. SENIORITY

Section 1. Seniority will be a factor to be considered in determining the priority of each Member as to the time when compensatory, vacation and holiday time off is granted.

Section 2. Seniority shall be lost upon the occurrence of any of the following:

- A. Discharge, if not reversed;
- B. Resignation;
- C. Unexcused failure to return to work upon the expiration of a formal leave of absence;
- D. Retirement.

Section 3. Promotions shall be subject to evaluation and examination of job performance and ability. Seniority will be considered, but will not be the determining factor.

Section 4. In order to be eligible for promotion a Member must have served at least two (2) years in the rank immediately below the one being tested for. If there is no Member otherwise eligible to test for the promotion who has served two (2) years in his current rank, the two (2) year requirement may be reduced to one (1) year. In no case will a Member with less than one year in current rank be deemed eligible for promotion.

Section 5. When a vacancy occurs, according to the minimum departmental manning requirements calculated in accordance with Section 4 of Article VI of this Agreement, notice of such vacancy shall be posted within ten (10) business days. Such notice shall announce positions to be tested for. The notice shall be posted at least thirty (30) days prior to the test. Eligible Members who wish to take the examination shall file, in writing, with the Fire Chief, no less than fifteen (15) days after the notice has been posted. Such notice shall be dated and marked with the time of posting with one (1) copy going to the affected Members, one (1) to the Union and one (1) retained by the Fire Chief. Written examinations shall be conducted at one (1) location with all applicants testing at the same time.

Section 6. The testing procedures shall be so constructed that all applicants' examinations shall be graded upon completion of the examination and in his or her presence. A reasonable time limit shall be placed on the examination period. Each Member shall receive one (1) point for each completed year of service since his hire date on the Glenpool Fire Department, with total seniority points not to exceed ten (10). The Member's examination score shall be combined with seniority points to determine the Member's total eligibility score. Each promotional list shall be active and valid for a period of one (1) year or until exhausted. When testing for the position of driver, a practical driving and pump operations skills test may be included in the promotion system. In the event of a tie on total score the tiebreakers shall be as follows:

1. Total seniority with department;
2. Total seniority in grade;
3. Written exam score. The Union will assist writing any tests and a study guide will be provided.

Section 5. In the event of layoff, such layoff shall begin with the least senior party in the department being laid off first. Departmental seniority shall govern in the event of layoff. Return to work or call back following layoff shall be in reverse order of seniority with the most senior Member being called back first.

Article XX. SUCCESSORS AND ASSIGNS

Section 1. This Agreement shall be binding upon the successors and assigns of the parties hereto during the Term of this Agreement; and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto, or by any change geographically of place of business of either party hereto.

Article XXI. REGULAR AND SPECIAL MEETINGS

Section 1. The Union will be permitted to hold regular and special meetings on City's premises, with the understanding that permission, time and location of such meetings must be approved by the Fire Chief or his designee prior to said meeting.

Section 2. It is understood that the Union and City will cooperate regarding these arrangements, and excessive requests will not be made by the Union; and permission to hold meetings shall not be denied by the City, so long as the meetings do not impede or interfere with the normal operations of the Fire Department.

Article XXII. SAVINGS CLAUSE

Section 1. If any provisions of this Agreement, or the application thereof to any person or circumstance, is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are several.

Section 2. Any appendices to this Agreement or amendatory memoranda of understanding shall be numbered, dated and signed by duly designated representatives of the City and the Union, and City shall be subject to the provisions of such appendices to this Agreement or memoranda unless the terms of said appendices specifically delete or change a provision of this Agreement without consent of the parties. All appendices and memoranda shall become a part of this Agreement as if specifically set forth herein.

Section 3. It is understood that all time limits found in this Agreement may be extended by mutual concurrence.

Article XXIII. MILITARY LEAVE

Section 1. Members who voluntarily or involuntarily take a leave of absence to perform military obligations are guaranteed certain reemployment rights and other job protections under the Uniformed Services Employment and Reemployment Rights Act (USERRA). Military leave for active duty shall be governed by the following provisions:

- A. Any Member who enters Military Service directly from City employment shall be placed on military leave. The Member shall present a copy of his orders to report for duty to his department head, and these orders shall be forwarded to the Human Resources Department.
- B. Member who is a member of the reserve component of any branch of the uniformed military services and who is ordered to active duty is entitled to a leave of absence without loss of pay during the first thirty (30) calendar days of such leave.
- C. A Member entering or absent due to Military Service shall, at the member's option, be paid for part or all accrued vacation and compensatory time for which he is eligible at the time he enters the Military Service.
- D. A Member returning from military leave shall request reinstatement to his former position or to any other position in the same classification. After his separation from active duty with the uniformed services, the Member shall notify the City of his intention to return to work within USERRA specified time periods depending on the length of military service. An Member who remains on military leave for a period of more than five (5) years shall normally be considered resigned.
- E. The Member returning from military leave with a dishonorable or bad conduct discharge will not be eligible for reinstatement.
- F. An Member returning from military leave shall be restored to his former classification, if still qualified to perform the duties of the classification, at the step in the pay range that he would have occupied had he not left for military service and with full seniority. If not qualified to perform the duties of his former classification by reason of disability, he shall be restored to a position of like seniority, status and pay or the nearest approximation thereof for which he is qualified and able to perform the duties required of the position.
- G. Annual leave, sick leave and longevity pay rights do not accrue while a Member is on military leave, but time spent on military leave shall be

computed in determining eligibility for these purposes upon the Members return to duty in the Department.

Section 2. Military leave for reserve training or weekend drills shall be governed by the following provisions:

- A. Within a Federal fiscal year (July 1 through June 30), a five (5) day work period Member may be granted no more than twenty (20) working days paid military leave, travel time inclusive. A fourteen (14) day work period. Member may be granted no more than eight and one-half (8.5) working shifts paid leave, travel time inclusive, for the purpose of attending an annual military training encampment of a reserve unit or any component of the military services or associated weekend drills (based on appropriate documentation).
- B. In the event the timing of such training is optional, the time granted shall be designated at the discretion of the Department.
- C. The Member shall present his department head a copy of his orders to report for reserve training prior to departure on leave.
- D. An Member who makes annual tours of duty in connection with military reserve activities shall be paid by City the normal pay for the period in which the Member is on authorized military leave and travel time. Normal City pay shall be defined as all compensation that the Member would have received from City for that period exclusive of any payment for overtime.

Section 3. Members shall be granted time off with pay, not to exceed one (1) day plus travel, for physical examination prior to being drafted into active military service or for veteran's reevaluation physical exams.

IN WITNESS WHEREOF the parties agree and accept all foregoing terms of this Collective Bargaining Agreement, to include Appendix A hereto as though fully stated herein, on the respective dates stated below.

CITY OF GLENPOOL

Timothy Lee Fox, Mayor

Date

ATTEST:

Susan White, City Clerk

[-SEAL-]

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 2990**

Ronald Hunter, President

Date

ATTEST:

[Name], [Title]

APPROVED AS TO FORM:

Lowell Peterson

APPENDIX A
FY 2016-2017
WAGE SCALE BY GRADE AND STEP

Pay Scale FY 2016 - 2017

	Firefighter	Corporal	Driver	Lieutenant	Captain
	13.82	14.98	16.21	17.54	18.98
	14.19	15.35	16.61	17.98	19.45
	14.54	15.73	17.03	18.43	19.94
		16.13	17.45	18.89	20.44
		16.53	17.89	19.36	20.95

Pay Scale FY 2017 - 2018

	Firefighter	Corporal	Driver	Lieutenant	Captain
	13.82	15.20	16.45	17.80	19.46
	14.19	15.58	16.86	18.25	19.95
	14.54	15.97	17.28	18.70	20.45
		16.37	17.71	19.17	20.96
		16.78	18.16	19.65	21.48

**NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
SPECIAL MEETING**

A Special Session of the Glenpool Utility Service Authority will begin at 6:30 p.m., immediately following the Glenpool City Council meeting, on Monday, March 21, 2016, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

AGENDA

- A) Call to Order
- B) Roll call, declaration of quorum
- C) Scheduled Business
 - 1) Discussion and possible action to authorize City Manager to execute progress payments to Goins Enterprises, Inc., who is the General Contractor for the Water Tank and Water Line Improvements Project funded in part by a portion of the City's Vision 2025 sales tax allocation, such progress payments not to exceed the approved Bid Proposal amount of \$2,202,414.00 without further authorization from the City Council and the Board of Trustees of the Glenpool Utility Service Authority.
(Lynn Burrow, Community Development Director)
- D) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on_____,
_____at_____am/pm.

Signed:_____

Clerk