

**NOTICE
GLENPOOL INDUSTRIAL AUTHORITY
SPECIAL MEETING**

A Special Session of the Glenpool Industrial Authority will be held at 6:00 p.m. immediately following the City Council meeting on January 22, 2019 at 6:00 PM, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

AGENDA

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| | Page |
| A) Call to Order - Timothy Lee Fox, Chairman | |
| B) Roll Call, Declaration of Quorum – Susan White, Assistant City Manager; Timothy Lee Fox, Chairman | |
| C) Scheduled Business | |
| 1) Discussion and possible action to approve and authorize the Chairman of the Board of Trustees to authenticate approval by the Glenpool Industrial Authority of the Construction Contract between South 75, LLC, (“Owner”) and Ira M. Green Construction Company (“Contractor”), in accordance with the terms of the Tax Reimbursement Agreement among the City, the Glenpool Industrial Authority and Ford Development Corporation, dated respectively as of March 20 and March 26, 2017, as amended on March 19, 2018, by GIA Resolution No. 2018003.
(Lowell Peterson, Trust Attorney)
Staff Memo re Ira Green Construction Contract-Phase III 010119
S75-Phase 3 - Green Contract 012219 pages 1-12 formatted for Council-4
S75-Phase 3 - Green Contract 012219 pages 13-18 formatted for Council | 2 - 21 |
| 2) Discussion and possible action to approve the ASCAP License Agreement for the use of copyrighted music at any City facility or park and authorize the Mayor, acting also in his capacity as Chair of the Board of Trustees of the Glenpool Industrial Authority, to sign on behalf of the City and the Glenpool Industrial Authority.
(David Tillotson, City Manager)
Staff Report - ASCAP License Agreement
Licensing Agreement - ASCAP with City and GIA 012219 | 22 - 29 |

D) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on January 17, 2019 at 4:00 pm.

Signed: Wendy Knight

City Clerk



To: MAYOR AND CITY COUNCIL/
CHAIR AND TRUSTEES OF THE GLENPOOL INDUSTRIAL AUTHORITY

From: Lowell Peterson, City Attorney/TIF District Local Counsel

Date: January 22, 2019

Subject: Approval of Infrastructure Construction Contract Between South 75 Business Park, LLC, (Owner) and Ira M. Green Construction Company (Contractor)

Background

By Ordinance No. 733, the City Council, with the concurrence of the Glenpool Industrial Authority, established Tax Increment District Number 1, South 75 Business Park District and approved the Project Plan representing that the maximum aggregate amount of reimbursable Qualified Project Costs was \$5,000,000. As provided by the statutory Local Development Act, the Project Plan also designated and authorized the Glenpool Industrial Authority as the public entity with responsibility to carry out and administer the Project Plan. On March 19, 2018, the aggregate amount of reimbursable Qualified Project Costs was amended to \$5,250,000 by GIA Resolution No. 2018003 due to originally unanticipated US 75 Highway improvements and the need to expand water capacity at and south of the District, resulting in the replacement of plans for 8" water lines by 12" lines.

Qualified Project Costs include the construction of public infrastructure that will be dedicated to the City, initially at the cost of the developer, Ford Development Corporation, and reimbursed up to the maximum amount of \$5,250,000 by an allocation sales and ad valorem taxes generated by the project.

Because these public infrastructure improvements will eventually be funded, in whole or in part, with public funds, the Developer, the City and the GIA entered into a Tax Reimbursement Agreement on March 20, 2017, which provided that all construction contracts for reimbursable public infrastructure costs must comply with the Oklahoma Public Competitive Bidding Act (PCBA) to the same extent as would apply to the City for any public construction project.

The Agreement also provides that no construction work may commence until the corresponding construction contract has been submitted to and approved by the City Council and the GIA, and is executed and all required bonds and insurance have been provided by the contractor to the Developer and to the City, as applicable. A previous infrastructure construction contract between the developer and Ira M. Green Construction was approved on June 19, 2017.

12205 S. Yukon Avenue, Glenpool, OK 74033
OFFICE: 918-322-5409
FAX: 918-209-4641
www.glenpoolonline.com

Mayor Timothy Fox, Vice-Mayor Momodou Ceesay
Councilors: Patricia Agee, Brandon Kearns, Jacqueline Lund
City Manager David Tillotson, Assistant City Manager Susan White
City Clerk, Wendy Knight

In compliance with bid documents prepared by Tanner Consulting, LLC, Ira M. Green Construction has again been selected as the winning bidder on December 3, 2018.

City staff have reviewed the procedures implemented in awarding the proposed construction contract submitted to the Council and the with this report and have determined that it complies in all respects with the PCBA. In addition, the contract itself provides for all applicable bonding and insurance requirements. Finally, the contract includes provisions for ensuring that the construction work is performed in accordance with City standards.

The Current TIF Development Budget for the defined infrastructure, after the March 19, 2018, amendment, is \$3,399,512 and expenditures to date have been \$944,044, leaving a balance of \$2,455,468. The proposed Construction Contract is for the sum of \$1,732,130, well within the remaining Qualified Project Costs.

Staff Recommendation:

Staff recommends that the City Council approve and authorize the Mayor to authenticate the City's approval, and that the Glenpool Industrial Authority likewise approve and authorize the Chairman of the Board of Trustees to authenticate the Authority's approval, of the attached Construction Contract by signature thereon.

Attachment:

Construction Contract between South 75 Business Park, LLC, ("Owner") and Ira M. Green Construction Company ("Contractor")

CONSTRUCTION CONTRACT

South 75 Business Park Phase III

*AN ADDITION TO THE CITY OF Glenpool,
TULSA COUNTY, STATE OF OKLAHOMA*

Owner: South 75, LLC
16400 N. Dallas Parkway, Suite 140
Dallas, Texas 75248

Contractor: Ira M. Green Construction
P.O. Box 813
Claremore, Oklahoma 74018
918-342-0840

Project Engineer: Tanner Consulting LLC
5323 South Lewis
Tulsa, OK 74105
918-745-2292

In Consideration of Ten dollars (\$10.00) and other good and valuable consideration, this contract is made and entered into effective this **1st day of Jan 2019**, by and between **South 75, LLC** hereinafter called "Owner" and Ira M. Green Construction, hereinafter called "Contractor".

RECITALS:

Owner has or will cause to be platted and subdivided, an Addition to the City of Glenpool, Tulsa County, State of Oklahoma, (referred to hereinafter as either the "Site" or the "Addition"). In the event the plat has not yet been recorded, the real property subject to this Contract shall be described as **South 75 Business Park Phase III, City of Glenpool Infrastructure, or Roadway, Utilities and Drainage improvements North of 166th Street and South of 161st Street.**

Owner now desires to develop and improve the Addition by providing **Paving, Grading, Sanitary Sewer, Storm sewer and Water System** at the Site in accordance with the Contract Documents hereinafter described. Contractor has submitted a bid proposal dated, **Nov 30th, 2018** to match Bids opened on **Dec 3th, 2018** along with any addendum for such site improvements pursuant to the Contract Documents hereinafter described. Owner has accepted Contractor's bid, subject to the changes and modifications as set forth in this Contract and the parties hereto each desire to enter this Contract for Paving and Storm, Sanitary Sewer, Water System and Grading at the Site, all upon the terms and subject to the conditions set forth below.

AGREEMENTS:

In consideration of the payments to be made by Owner and the mutual covenants and agreements contained herein, Owner and Contractor covenant and agree as follows:

1. Definitions:

As used in this Contract, the following terms are agreed by the parties to have the following meanings:

a. **Site:** "Site" means the real property described in the Site / Project Plans provided and any easements and rights of way appurtenant or belonging thereto.

b. Project Engineer: The "Project Engineer" means:

Tanner Consulting
5323 South Lewis
Tulsa, OK 74105
918-745-9929

c. The Work: The "Work" means the installation of Water System, Sanitary Sewer, Storm Sewer and paving for the Site in accordance with the Contract Documents described below:

Plans Prepared by Tanner Consulting. and approved by The City of Glenpool

d. City: The "City" means the **City of Glenpool**, Oklahoma.

e. Contract Documents: The "Contract Documents" mean and shall consist of this Contract, the plans and specifications prepared by the Project Engineer for the Work, described in the City of Glenpool and made a part hereof and any addenda issued prior to execution of this Contract, the standard specifications and requirements of the City for the performance of the Work and any modifications issued after execution of this Contract. A modification is (i) a written amendment to this Contract duly dated and signed by both parties hereto, (ii) a change order as hereinafter defined duly dated and executed by each of the parties hereto, (iii) a change in the standard specifications or requirements of the City, and (iv) a written order for a minor change in the Work issued by the Engineer. A minor change in the "Work" does not include any change that would increase the contract sum payable hereunder or that would materially increase the time required for performance of this Contract. In the event of any conflict or inconsistency between the provisions of this Contract and the provisions of any other Contract Document, the provisions of this Contract shall govern and control. All Contract Documents, including without limitation, this Contract, shall be interpreted, enforced and governed by the laws of the State of Oklahoma. The Contract Documents, exclusive of this Contract, are incorporated herein by reference thereto the same as though each was set forth in full herein or attached hereto.

2. Contractors Performance of the Work.

a. Contractor agrees to furnish all labor, materials, equipment, supervision, tools, transportation, supplies, permits and certificates and except as otherwise specifically provided herein, all other items and services necessary for and incidental to the continuous prosecution and timely completion of the Work in strict accordance with the Contract Documents.

b. The Contractor shall keep on the Site at all times during its performance of the Work, a competent superintendent. The superintendent shall represent and act for the Contractor as to all phases of the Work less contract or cost changes. The Work shall be executed by competent, skilled and reputable mechanics and laborers satisfactory shall be in full compliance with the Contract Documents, Work shall be performed in a good and workmanlike manner using new materials that are equal in quality to the best of that kind specified and in sufficient quantities to ensure proper and timely completion of the Work and shall, in general, meet the approval and acceptance of Owner, the Project Engineer and the City.

c. In its performance of the Work, Contractor shall cooperate fully with the Project Engineer, Owner and City

3. Changes in the Work.

a. The Owner specifically reserves the right to make changes in the Work. Changes in the Work may take the form of additions, deviations, deletions or substitutions. All changes to be made in the Work, other than minor changes directed to be made by the Project Engineer, must be evidenced by written change orders duly dated, sequentially numbered and executed by each of the parties hereto prior to the making of any such change. The provisions of this Contract shall apply to all such changes in the Work. All written change orders shall set forth the value of the change and the Contract sum specified below shall be correspondingly increased or decreased. If Contractor believes any such change order would increase the time necessary to complete the

Work, the Contractor shall prior to execution of the change order request in writing an extension of the time for completion. The Project Engineer shall review each such request and at the sole discretion of the Project Engineer, either approve the same in whole or in part or totally deny the request in writing.

b. No change in the Work or in the Contract Documents shall release or exonerate in any way the surety on any bond given by Contractor in connection with the Work or pursuant to any of the Contract Documents and neither Owner nor Project Engineer is required to notify the surety or sureties of any such change.

c. The Contractor agrees the plans bid may or may not be the plans approved by the City and agrees to make any necessary changes as described by the City and approved by the Owner, and also understands such changes justify a change in contract value equal to unit prices of said changes.

4. Surveys and Staking.

a. Unless otherwise specified, the Owner shall furnish all surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of benchmarks adjacent to the Work.

b. The Work will be staked out by the Project Engineer and the Contractor agrees to conform to and preserve the stakes. Staking will be done at the Owner's expense one time only. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, loss or disturbance thereof as a result of the Contractor's operations, Contractor shall be charged with the resulting expense of replacement thereof and shall be fully responsible for any mistakes and damages that may be caused, in whole or in part, by said loss, destruction or disturbance, including consequential damages. The Owner shall have the specific right to offset against any sums due Contractor hereunder any such resulting expense or damage should Contractor fail to promptly pay the same.

5. Commencement and Completion of the Work.

a. The Contractor shall commence the Work upon receipt from the Owner or Project Engineer of a written notice to proceed. Following commencement thereof, the Work shall be prosecuted continuously with due diligence to completion. Contractor agrees to complete the work in full and strictly in accordance with the Contract Documents, including this Contract, within the **180 calendar** days from receipt of the aforesaid notice to proceed or the date released to work by The City of Glenpool, whichever date is later. It is specifically understood and agreed by Contractor that the time of commencement of the Work, the rate of progress of the Work and the time of its completion are each material and essential conditions of this Contract and that time is of the essence in the commencement and completion of the Work and in the performance by Contractor of each of its covenants contained herein.

b. Should Contractor fail to complete the Work strictly in the time hereinabove specified or any written extension thereof granted by Owner, then in addition to any other rights and remedies which Owner may have under this Contract or by law, the Contractor shall pay Owner for each and every day or portion of a day completion is delayed (including Saturdays, Sundays and Holidays) the sum of One Hundred dollars (\$100.00), as agreed reasonable, liquidated damages (and not as a penalty) for said breach of this Contract by Contractor. The parties hereto agree that such sum is a reasonable amount for said damages and that it would be extremely difficult and impractical to fix the actual damages sustained by Owner as the result of such default in completion. The amount of such liquidated damages shall be deducted from the balance due or thereafter to become due Contractor hereunder. In the event such liquidated damages exceed the sum due or to become due Contractor hereunder, then Contractor shall be liable to or pay Owner such difference immediately upon demand.

c. If Contractor shall be delayed in the prosecution or completion of the Work by reason of any condition which could not reasonably have been foreseen by Contractor and which was beyond the Contractor's reasonable control, the Contractor shall notify the Project Engineer thereof in writing within 48 hours after the occurrence of such condition and shall claim and request in such notice an extension of the completion time of the Work. The Project Engineer shall evaluate the Contractor's claim and advise the Owner and Contractor in

writing within five (5) days after receipt thereof as to whether or not said claim is reasonable and the extension of time needed for completion. The Owner shall approve, deny or modify the time for the extension recommended by the Project Engineer, in writing delivered to Contractor and the Project Engineer. The decision of the Owner on each claim for extension shall be final and binding upon the parties hereto. Failure to timely give such notice and make such claim shall constitute a waiver by Contractor of the right to an extension based upon the occurrence of said condition. In no event, however, shall the Contractor be entitled to an increase of the Contract sum for the Work or for damages (direct or consequential) or for any other amounts by reason of delays due to any of the causes enumerated in this numerical paragraph or otherwise, notwithstanding anything set forth in the Contract Documents to the contrary.

6. Insurance and Indemnification.

a. The Contractor, at its sole expense, shall obtain and maintain in force until completion and acceptance of the Work by Owner and the City, with Owner named therein as an additional insured.

(i) Workman's Compensation Insurance covering all of its employees as required by Oklahoma law; and

(ii) Comprehensive Liability Insurance having single limit coverage in the sum of One Million Dollars (\$1,000,000.00) insuring against all loss, liability and associated costs, in connection with injury to or death of persons or injury to property, resulting from any of its operations, performance of the Work, contractual obligations, products or completed operations or its operation of owned and non-owned vehicles. Such insurance shall be carried by an insurance company and shall be in form and content satisfactory to Owner. Contractor shall furnish certificates of all such insurance before entering upon the Site and prior to commencement of the Work and Owner may terminate this Contract upon Contractor's failure to do so. The insurance requirements of this paragraph shall not derogate from the indemnity requirements set forth below in this numerical paragraph 6.

b. Contractor hereby agrees to indemnify, defend and hold harmless the Owner and Project Engineer, their respective officers, members, managers, agents, partners, representatives and employees, from and against any claim, demand, liability, loss, damage, cause of action, cost, expense, award, fine, judgment, lien and attorney's fees, arising from or associated with any of the following:

(i) Death or bodily injury to persons, injury to property, or other loss, damage or expense, resulting from the acts or negligence of Contractor, its subcontractors, material, men or other persons directly or indirectly employed by them or any of them.

(ii) Any claimed violation by Contractor or any party under its control or direction of any statute, ordinance, rule, regulation, order or directive of any governmental body or agency or department thereof having jurisdiction over the Addition, the Work or Contractor.

7. Bonding Requirements.

Contractor, at its sole cost and expense, shall furnish all bonds required by the City in connection with the Work which shall include, without limitation, a one (1) year maintenance bond. It is agreed that the Contract Sum set forth below includes the cost of all bonds required in connection with the Work, including those described herein.

8. Inspection and Testing of the Work.

a. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Work require any portion thereof to be inspected, tested or approved, the Contractor shall give the Project Engineer timely notice of its readiness so that the Project Engineer may observe such inspection, testing or approval. The Contractor shall be responsible for the performance of all acts necessary to procure and for the timely procurement of all inspections, tests or approvals of the Work or any part thereof required by law or by any public authority. Evidence satisfactory to Owner of the conduct and results of each inspection and test of any part of the Work required by any public authority shall be secured by the Contractor as soon as such evidence is available and the same shall be promptly delivered by the Contractor to the Project Engineer. Likewise, If the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over any part of the Work require any portion thereof to be approved and accepted as a

condition of its use, the Contractor, at its sole cost and expense shall promptly procure evidence of such approval and acceptance satisfactory to Owner and deliver such evidence to the Owner as a condition precedent to further payments by Owner to Contractor under the terms of this Contract. Certificates issued by the public authority having jurisdiction over the Work of any inspection, test or approval required by the laws, ordinances, rules, regulations or orders of such public authority shall be considered satisfactory evidence of such inspection, test or approval. Cost of Inspections assessed by public authorities shall be borne by Owner.

b. Contractor shall facilitate inspection of the Work in progress by the Project Engineer, Owner, Owner's lending institution and public authorities having jurisdiction over any part of the Work at any reasonable time or times and under reasonable conditions. If the Project Engineer or Owner during the course of construction should reject any part of the Work as failing to conform to the Contract Documents or any agreed modification thereof or if Contractor should observe any part of the Work failing to so conform or if any inspecting authority should refuse to approve any part of the Work, the Contractor shall at its sole cost, risk and expense and without any addition to the required time for completion of the Work, promptly replace and redo or cause to be replaced or redone any part of the Work not conforming to the Contract Documents or so failing to meet the requirements of any inspecting authority. The costs of correcting such rejected Work shall also include, without limitation, any additional testing, inspections and compensation for the services of the Project Engineer. If the Contractor fails or neglects to commence correction of any defective Work within 10 days after receipt of written notice from the Owner or Project Engineer, to do so, or, having commenced to correct such defective Work fails to continuously prosecute the same to completion, the Owner may, without prejudice to other remedies the Owner may have, correct such defective Work and deduct from payments then or thereafter due the Contractor hereunder all costs incurred by Owner in correcting the same. If payments then or thereafter due Contractor are not sufficient to cover the Owner's cost and expenses of correcting such defective Work, the Contractor shall pay the difference to the Owner immediately upon demand therefor.

c. If a portion of the Work is covered contrary to the Project Engineer's request or to requirements of any public authority, it must be uncovered by Contractor at its expense and risk for the inspection of the Project Engineer and such public authorities and be replaced at the Contractor's expense and risk without change in the time for completion of the Work.

9. Licenses and Permits.

The Contractor at its sole cost and expense shall procure all licenses and permits of every nature required for prosecution of any part of the Work. All cost and charges for such licenses and permits are included within the Contract sum specified below. The Owner, however, will bear the cost of the procurement of any easements or rights-of-way necessary for conduct of the Work, any excess capacity fees assessed by any public authority and any connection fees assessed by any public authority for connection to any existing public improvement.

10. Protection of the Work, Adjacent Property and Persons.

a. The Contractor shall take reasonable precautions for safety of and shall provide reasonable protection to prevent damage, injury or loss to:

(i) Employees performing any part of the Work and all third persons at or adjacent to the Site and all other persons who may be affected by Contractor's operations; and

(ii) The Work, materials and equipment to be incorporated in the Work, whether in storage on or off the Site, under care, custody or control of Contractor; and

(iii) Other property at the Site or adjacent thereto and whether the property is that of Owner or any third party, such as dwellings or other structures, trees, shrubs, lawns, walkways, pavements, roadways, and utilities and personal property.

b. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

11. Warranties and Representations of Contractor.

Contractor does hereby warrant and represent to Owner as follows:

Contractor does hereby warrant the Work and all portions thereof against any and all defects in workmanship and materials appearing within one (1) year from the date of final acceptance of the Work by the last of all public authorities required to accept and approve the Work or within one (1) year from the date of acceptance of the Work by Owner, whichever shall be the later occurrence. Contractor does hereby expressly agree to remedy, at its sole cost and expense, any defect in materials or workmanship appearing in the Work within said one (1) year warranty period. This one (1) year warranty period shall apply to work performed or materials furnished not only by Contractor but also by any subcontractor or supplier of Contractor. No payment by Owner to Contractor of any kind nor approval and acceptance by any public authority or by Owner of any part of the Work shall constitute or be construed in any manner to be a waiver of any defect in workmanship or materials appearing within the aforesaid one (1) year warranty period.

12. Compliance with Laws.

Contractor shall give all notices and comply with all laws, statutes, ordinances, regulations, rules, orders and directives of all governmental bodies or authorities having jurisdiction over any phase of the Work and shall keep Owner fully indemnified against all fines, penalties and losses incurred by reason of any breach of this covenant.

13. Liens.

Contractor agrees to promptly discharge of record any material men or mechanics lien filed against any part of the project for labor performed or materials or equipment furnished for use or in fact used in the Work at the direction or upon the order of Contractor or any subcontractor of Contractor. Should the Contractor fail to discharge of record any such lien Owner may do so and the cost thereof together with any reasonable expenses and attorney's fees incurred in connection therewith shall be paid by Contractor to Owner immediately upon demand or may be offset by Owner against any sums due or to become due Contractor hereunder.

14. Project Engineer's Authority and Status.

a. The Project Engineer shall constitute the representative of Owner for the purpose of administration of this Contract and the Contract Documents. The Project Engineer shall perform periodic inspections of the Work on behalf of Owner. The Project Engineer shall determine the quality, acceptability and fitness of the Work and shall have authority to reject all work and materials which do not conform to the Contract Documents and to decide questions which arise in the execution of the Work by Contractor and the Project Engineer's decision on any of such matters shall be final and binding on Contractor and a condition precedent to Contractor's right to receive future payments under this Contract. The Project Engineer's decision on all matters involving the interpretation of the Contract Documents shall likewise be conclusive and binding on Contractor. The Project Engineer shall, within a reasonable time after their presentation to him, make decisions on all matters relating to the execution and progress of the Work or the interpretation of the Contract documents.

b. The Project Engineer shall also be responsible for the examination, approval or rejection and certification of all requests for payment made by Contractor under the terms of this Contract whether the request is for a progress payment or for final payment. The Project Engineer shall determine when the Work has been fully performed and accepted ready for use by the requisite public authorities, such determination to be conclusive and binding upon Contractor.

c. The Project Engineer shall have such other authority, duties and responsibilities as are set forth in other numerical paragraphs of this Contract or in any other Contract Document.

d. Notwithstanding any other provision contained herein to the contrary expressed or implied, the Project Engineer shall have no authority to amend, modify or waive any of the provisions of this Contract or any other Contract Documents without the prior written consent of the Owner in each instance nor shall the Project Engineer have any authority to execute any change order on behalf of Owner.

15. Cleanup and Equipment Removal. Contractor at its sole cost and expense shall keep the site clean and orderly and shall remove from the Site all refuse and debris created by its operations as often as necessary or as directed by the Owner or Project Engineer. Upon completion and acceptance of the Work, Contractor shall immediately remove from the Site all temporary structures, rubbish and waste materials resulting from the operations of Contractor. If Contractor fails to perform any such cleanup within two (2) days after notice from Owner, Owner may perform such cleanup and the cost thereof shall be charged to Contractor and deducted from any monies due or to become due Contractor under the terms hereof. Upon final acceptance of the Work by all public authorities having jurisdiction over any part thereof or by Owner, whichever occurs last, Contractor shall remove or cause to be removed all equipment and other property of Contractor and any subcontractor of Contractor from the Site. Upon failure of Contractor or any subcontractor of Contractor to so remove their equipment and property from the Site, Owner may remove the same and the cost of such removal shall be charged to Contractor and deducted from any monies due or to become due to Contractor under this Contract.

16. Contract Sum.

a. In consideration for the performance of the Work as herein provided, Owner agrees to pay to Contractor, at the times and in the manner specified hereinafter, the sum of \$1,732,130.11 per contractors bid proposal attached, subject to any additions thereto or deductions therefrom by reason of approved change orders or by reason of any other provisions of this Contract. The latter sum, as so adjusted, is herein referred to as the "Contract Sum".

b. The Contract Sum shall be paid by Owner to Contractor in the following manner and at the following times, to-wit:

(i) On or about the 1st day of each calendar month following the commencement of the Work, Contractor shall submit to the Project Engineer an Application for a monthly Progress Payment in form acceptable to Owner setting forth Contractor's best estimate of the percentage of the Work completed during the preceding calendar month. Within five (5) days after receipt of each such Application, the Project Engineer shall verify the percentage of the work completed by Contractor during the period covered by said Application and shall certify the same to Owner. The Project Engineer's decision as to the percentage of Work completed during the period of each such Application for Payment shall be conclusive and binding upon all parties. Owner shall pay to Contractor no later than the (15) days after receipt from the Project Engineer of each Certificate for Payment that proportionate part of the Contract Sum equal to ninety percent (95%) of the Project Engineer's certification of Work completed during the period covered by the Certificate for Payment. Contractor specifically agrees that Owner may retain from each of said monthly progress payments said Five percent (5%) as retainage. It is also agreed that when 50% of the contract totals have been met that the retainages would be reduced to (5%) from that point to completion. It is further agreed that no interest shall be due or payable by Owner to Contractor on any retainage.

(ii) The final payment of the balance of the Contract Sum, including all retainage, will be paid by Owner to Contractor upon full completion of the work and acceptance thereof by Owner; PROVIDING that if the Work is required to be approved and accepted by any public authority, said final payment will be made when Contractor has delivered to Owner evidence satisfactory to it that such public authority has approved the Work ready for use or when the Work has been fully completed and accepted by Owner, whichever event last occurs. It shall be a condition precedent to each progress payment and the final payment to Contractor hereunder that Contractor submit with each Application for Payment duly dated and executed lien waivers in form and content satisfactory to Owner.

(iii) The Contract Sum includes all sales, excise, transportation, unemployment compensation, social security, and any other taxes and presently existing or hereafter imposed and levied and Contractor agrees to pay all of the above and to conform to all applicable municipal, state and federal laws in connection with such taxes. The Contract Sum stated herein includes federal, state or municipal taxes now levied or in force or hereafter

imposed on any and all tangible personal property sold or transferred to Owner under this Contract and Contractor agrees to pay such tax or taxes on such property, the cost of which is included in the Contract Sum.

17. Default of Contractor.

If Contractor fails or neglects to timely commence or to prosecute the Work continuously and with due diligence or fails in any manner or for any reason to perform its covenants and agreements herein contained or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or if Contractor files a petition in bankruptcy or is adjudicated a bankrupt or if a receiver be appointed for Contractor, its business or property, Owner shall have the right without prejudice to any other rights or remedies Owner may have and after giving Contractor written notice, to make good the deficiencies of Contractor and deduct the full cost thereof from the Contract Sum or Owner may, at its option, terminate this Contract and complete the Work by such means as Owner deems expedient. If the expense and cost of finishing the Work exceeds the unpaid balance of the Contract Sum, Contractor shall forthwith pay the difference to the Owner upon demand. On the other hand, if the expense and cost of finishing the Work is less than the unpaid balance of the Contract Sum, Owner shall forthwith pay the difference to Contractor or its estate.

18. Default of Owner.

If Owner defaults in the performance of its covenants, agreements and obligations hereunder and such default continues after seven (7) days prior written notice thereof by Contractor to Owner, Contractor shall have the right to terminate this Contract upon forty-eight (48) hours prior written notice to Owner. Such termination shall be without prejudice to any rights or remedies Contractor may possess by law.

19. Miscellaneous Covenants and Agreements.

The following miscellaneous covenants and agreements shall be applicable to this Contract:

a. Notices. Any notice or other communication to Owner, Contractor or Project Engineer required or permitted, to be given under the terms of this Contract must be in writing and shall be deemed to have been properly given or served if delivered personally to the Manager or any Member of Owner, if intended for Owner, or if delivered personally to the President or Vice-President or Manager or any other officer of Contractor or to the Job Superintendent of Contractor, if intended for Contractor, or if delivered personally to the Project Engineer, if Intended for the Project Engineer, or if sent by United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party for whom it is intended at the following address:

If to Owner: SOUTH 75, LLC
16400 N. Dallas Parkway, Suite 140
Dallas, Texas 75248

If to Contractor: Ira M. Green Construction
P O Box 813
Claremore, Ok 74018

b. Cost of Litigation. In any legal or equitable action to enforce the terms of this Contract or any right or remedy granted by the terms hereof or by law, the prevailing party shall be entitled to be paid by and to have judgment over and against the other party hereto for all costs, charges, expert witness fees and expenses, including reasonable attorney's fees and charges, incurred by said prevailing party in such action including all levels of appeal or preparatory or preliminary thereto. Any Litigation that was to take place shall take place in the courts located in Rogers County, Ok.

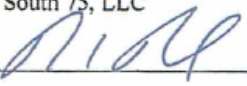
c. Independent Contractor. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work except to the extent otherwise specifically provided by this Contract or by law. It is expressly agreed that Contractor herein is an independent contractor and that Owner reserves no right to direct the manner and

method of performance of the Work but only the right to determine whether there has been full and complete performance of the Work in accordance with this Contract and the remaining Contract Documents.

d. Binding Effect. Subject to the limitation imposed in the last subparagraph on assignment of this Contract by Contractor, it is agreed that this Contract shall inure to the benefit of and be binding on the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly caused this Contract to be executed at Tulsa, Oklahoma, effective the date and year first above written notwithstanding the actual date that any party hereto affixes its signature to this Contract.

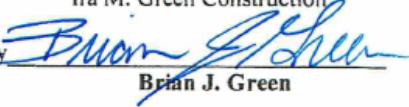
"OWNER"
South 75, LLC

By 

Date: 1/5/19

Title Rex F. Robertson as Manager

"CONTRACTOR"
Ira M. Green Construction

By 
Brian J. Green

Date: Jan - 7TH - 2019

Title: President

The foregoing Construction Contract has been approved by the City of Glenpool, acting by its City Council, and the Glenpool Industrial Authority, acting by its Board of Trustees, all in accordance with the terms of that certain Contingent Ad Valorem And Sales Tax Reimbursement Agreement executed by the Mayor of the City of Glenpool and the Chair of the Board of Trustees of the Glenpool Industrial Authority on March 20, 2017, and by the Developer identified therein as Ford Development Corporation on March 26, 2017.

CITY OF GLENPOOL

By _____
Timothy L. Fox, Mayor

Date: _____

GLENPOOL INDUSTRIAL AUTHORITY

By _____
Timothy L. Fox, Chairman of the Board

Date: _____

Attest:

By _____
Wendy Knight, City/Trust Clerk

Date: _____

Approved as to form:

By _____
Lowell Peterson, City/Trust Attorney

Date: _____

**DIVISION I
CONTROL OF EQUIPMENT**

(General): All equipment necessary for completion of the Work contemplated under this Contract shall be in first-class operating condition and shall have been inspected and approved by the Contract Administrator before construction where the equipment is used will be permitted to begin. Thereafter, the equipment shall be maintained in first-class operating condition throughout its use for the Work under this Contract.

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**DIVISION II
CONSTRUCTION SPECIFICATIONS**

All Work shall be accomplished in accordance with ODOT, EPA, and ODEQ regulations, AWWA Standards, and City of Glenpool Codes and Standard Construction Specifications.

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**DIVISION III
MATERIAL SPECIFICATIONS**

All materials shall be in accordance with materials as specified in the City of Glenpool and ODOT Standard Construction Specifications.

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Addendum #3 Bid Form
for
Grading, Paving, Storm, Sanitary Sewer, Waterline and Erosion Control
South 75 Business Park Phase III (W. 163rd St. S. Not Included)
Glenpool, Oklahoma

Item	Quantity	Description	Unit Cost	Extension
Grading				
101.	GENERAL SITE GRADING			
a.	12.2 Acres	Clearing & Grubbing (includes tree removal)	\$ 1,500.00	\$ 18,235.50
b.	1 LS	Demolition & Removal of 262LF of Existing Storm Sewer and 2 structures	\$ 3,000.00	\$ 3,000.00
c.	8,172 CY	Stripping, 5"deep, Stockpile & Replace	\$ 7.00	\$ 57,204.00
d.	17,350 CY	Unclassified Excavation & Site Grading	\$ 4.25	\$ 73,737.50
e.	CY	Rock Excavation & Haul-off	\$ 25.00	\$ -
		*For unit pricing only if rock discovered		
f.	2.1 Acres	Revegetation (Seeding)	\$ 200.00	\$ 420.00
g.	28,490 SY	Solid Slab Sod on Pond Slopes and Swales	\$ 2.85	\$ 81,196.50
Total Grading Base Bid				\$ 233,793.50

Item	Quantity	Description	Unit Cost	Extension
Paving				
201.	FINE GRADING & SUBGRADE PREPARATION <i>(Quantities to 2 feet behind back of curb. Refer to Geotechnical Report for treatment options.)</i>			
a.	11,934 SY	Fine Grading for Paving	\$ 0.90	\$ 10,740.60
b.	11,934 SY	Cement Stabilized Subgrade, 40LB/SY, 8" Deep	\$ 5.75	\$ 68,620.50
202.	PAVING, IN PLACE			
a.	9,290 SY	ODOT Type "A" Asphaltic Concrete Paving, 6.0" thick	\$ 22.30	\$ 207,167.00
b.	9,290 SY	ODOT Type "B" Asphaltic Concrete Paving, 2.0" thick	\$ 9.25	\$ 85,932.50
c.	268 SY	Portland Cement Concrete, 7.0" thick	\$ 45.00	\$ 12,060.00
203.	CONCRETE CURB & GUTTER, IN PLACE			
a.	5,066 LF	Concrete Curb and Gutter, 6" Barrier	\$ 13.50	\$ 68,391.00
204.	CONCRETE RAMP, IN PLACE			
a.	4 EA	Concrete Handicap Ramp, 4" Thick, with Tactile Warning	\$ 425.00	\$ 1,700.00
205.	CONCRETE SIDEWALK, IN PLACE			
a.	2,490 LF	5.0' Wide Concrete Sidewalk, 4" Thick	\$ 38.25	\$ 95,242.50
206.	PAVEMENT MISCELLANEOUS			
a.	3,475 SY	Slab Sod, to 6' Behind Curb	\$ 2.85	\$ 9,903.75
b.	6,978 LF	Thermoplastic Pavement Striping	\$ 0.50	\$ 3,489.00
c.	34 EA	Thermoplastic Pavement Arrows	\$ 110.00	\$ 3,740.00
d.	4 EA	Street Signage & Installation	\$ 300.00	\$ 1,200.00
e.	28 EA	Adjust Surface Structures In Paving to Grade	\$ 800.00	\$ 22,400.00
207.	CONDUIT, IN PLACE			
a.	307 LF	Pipe, 4" PVC Sch 40 (Includes approved end-of-trench markers)	\$ 9.00	\$ 2,763.00
Total Paving Base Bid				\$ 593,349.85

Item	Quantity	Description	Unit Cost	Extension
Storm Sewer				
301.	RIGHT-OF-WAY CLEARING AND RESTORING			
a.	2,712 LF	Right-of-Way Clearing and Restoring	\$ 1.00	\$ 2,712.00
302.	EXCAVATION AND BACKFILL, UNCLASSIFIED			
a.	2,255 CY	Excavation and Backfill, Unclassified	\$ 1.00	\$ 2,255.00
303.	BOX, REINFORCED CONCRETE (RCB), IN PLACE *			
a.	25 LF	3'x7' Precast RCB, ASTM C1433	\$ 475.00	\$ 11,970.00
b.	126 LF	5'x4' Precast RCB, ASTM C1433	\$ 375.00	\$ 47,175.00
304.	PIPE, REINFORCED CONCRETE (RCP), IN PLACE *			
a.	59 LF	54-inch RCP, ASTM C76, Class III, Wall B	\$ 160.00	\$ 9,440.00
b.	45 LF	48-inch RCP, ASTM C76, Class III, Wall B	\$ 105.00	\$ 4,756.50
c.	9 LF	42-inch RCP, ASTM C76, Class III, Wall B	\$ 95.00	\$ 817.00
d.	73 LF	24-inch RCP, ASTM C76, Class III, Wall B	\$ 57.00	\$ 4,138.20
e.	45 LF	15-inch RCP, ASTM C76, Class III, Wall B	\$ 55.00	\$ 2,480.50
f.	124 LF	15-inch RCP, ASTM C76, Class IV, Wall B	\$ 55.00	\$ 6,820.00
g.	269 LF	24"x38" Horizontal Elliptical (HEP), ASTM C507	\$ 100.00	\$ 26,870.00
305.	PIPE, HIGH DENSITY POLYETHYLENE (HDPE), IN PLACE *			
a.	760 LF	36-inch HP Storm, ADS Pipe, Dual Wall, Corrugated, Smooth Interior	\$ 71.00	\$ 53,960.00
b.	478 LF	30-inch HP Storm, ADS Pipe, Dual Wall, Corrugated, Smooth Interior	\$ 67.00	\$ 32,026.00
c.	576 LF	24-inch HP Storm, ADS Pipe, Dual Wall, Corrugated, Smooth Interior	\$ 55.00	\$ 31,680.00
d.	20 LF	18-inch HP Storm, ADS Pipe, Dual Wall, Corrugated, Smooth Interior	\$ 46.00	\$ 920.00
e.	105 LF	15-inch HP Storm, ADS Pipe, Dual Wall, Corrugated, Smooth Interior	\$ 40.00	\$ 4,200.00
306.	INLETS, IN PLACE			
	<i>(Storm contractor to provide grates, frames & curb hoods to be set by paving contractor)</i>			
a.	12 EA	Std. Design 2(B) Curb Inlet	\$ 3,500.00	\$ 42,000.00
b.	4 EA	Std. Design 3 Curb Inlet	\$ 4,000.00	\$ 16,000.00
c.	1 EA	Std. Design 3A Curb Inlet Over Custom Junction Box with Access Manhole	\$ 5,200.00	\$ 5,200.00
d.	2 EA	Std. Design 2 Curb Inlet	\$ 2,800.00	\$ 5,600.00
e.	1 EA	Custom 10' Concrete Drop Inlet, Design 1	\$ 5,750.00	\$ 5,750.00
f.	1 EA	Std. 24" Concrete Drop Inlet, Type 2 (Tulsa Std. 770)	\$ 2,800.00	\$ 2,800.00
g.	6 EA	ODOT SMD Area Inlet, Type 2 Grate	\$ 2,200.00	\$ 13,200.00
307.	JUNCTIONS, IN PLACE			
a.	2 EA	Std. 8' ID Precast Concrete Manhole	\$ 5,800.00	\$ 11,600.00
b.	2 EA	Std. 6' ID Precast Concrete Manhole	\$ 3,800.00	\$ 7,600.00
c.	5 EA	Std. 5' ID Precast Concrete Manhole	\$ 3,000.00	\$ 15,000.00
d.	3 EA	Std. 4' ID Precast Concrete Manhole	\$ 2,400.00	\$ 7,200.00
e.	1 VF	Std. 8' ID Precast Concrete Manhole, Additional Depth >6'	\$ 475.00	\$ 475.00
f.	2 VF	Std. 5' ID Precast Concrete Manhole, Additional Depth >6'	\$ 225.00	\$ 447.75
g.	1 VF	Std. 4' ID Precast Concrete Manhole, Additional Depth >6'	\$ 175.00	\$ 87.50
h.	1 EA	Std. 5'x5' Precast Concrete Junction Box	\$ 3,700.00	\$ 3,700.00

Item	Quantity	Description	Unit Cost	Extension
308.		OUTLETS, IN PLACE		
		<i>(All outlet structures include minimum 3' deep concrete toewall, unless otherwise noted)</i>		
a.	2 EA	24"x36" HEP Concrete End Section	\$ 1,500.00	\$ 3,000.00
b.	2 EA	Modified ODOT Double 5'x4' Concrete Headwall	\$ 5,500.00	\$ 11,000.00
c.	2 EA	Modified ODOT 3'x7' Concrete Headwall	\$ 4,500.00	\$ 9,000.00
d.	1 EA	Custom 48" Concrete Headwall with Dissipator Blocks	\$ 4,800.00	\$ 4,800.00
e.	1 EA	Std. ODOT 54" Concrete Slopewall with Dissipator Blocks	\$ 4,500.00	\$ 4,500.00
f.	1 EA	Std. 36" Precast Concrete End Section	\$ 1,500.00	\$ 1,500.00
g.	2 EA	Std. 15" Precast Concrete End Section	\$ 1,025.00	\$ 2,050.00
h.	1 EA	Std. ODOT 42" Concrete Slopewall	\$ 3,100.00	\$ 3,100.00
i.	1 EA	Custom Double 24" Slopewall	\$ 3,300.00	\$ 3,300.00
j.	1 EA	Custom Double 24" Slopewall with Dissipator Blocks	\$ 4,200.00	\$ 4,200.00
k.	1 EA	Std. ODOT 15" Concrete Slopewall	\$ 1,500.00	\$ 1,500.00
l.	1 EA	Std. ODOT 15" Concrete Slopewall with Dissipator Blocks	\$ 2,000.00	\$ 2,000.00
309.		CHANNEL, IN PLACE		
a.	662 LF	7' Wide concrete trickle channel	\$ 38.00	\$ 25,156.00
310.		MISCELLANEOUS		
a.	108 SY	Rip-rap, Type M, D50=12", 24" deep	\$ 50.00	\$ 5,400.00
b.	3 EA	Concrete Cap over existing gas line	\$ 1,200.00	\$ 3,600.00
Total Storm Sewer Base Bid				\$ 462,986.45

Item	Quantity	Description	Unit Cost	Extension
Sanitary Sewer				
401.		RIGHT-OF-WAY CLEARING AND RESTORING		
a.	5,752 LF	Right-of-Way Clearing and Restoring	\$ 2.00	\$ 11,504.00
402.		EXCAVATION AND BACKFILL, UNCLASSIFIED		
a.	2,743 CY	Excavation and Backfill, Unclassified	\$ 2.00	\$ 5,486.64
b.	780 LF	Rock Blasting and Excavation	\$ 30.00	\$ 23,400.00
403.		PIPE, DUCTILE IRON (DIP), IN PLACE *		
a.	488 LF	8-Inch DIP, AWWA C131, Class B1	\$ 51.00	\$ 24,888.00
404.		PIPE, POLYVINYL CHLORIDE (PVC), FOR SEWER SERVICE, IN PLACE *		
a.	2,409 LF	8-Inch PVC Pipe, ASTM D1784, SDR35	\$ 28.75	\$ 69,258.75
405.		MANHOLE, IN PLACE		
a.	15 EA	Std. 4 'ID Precast Concrete Manhole	\$ 2,800.00	\$ 42,000.00
b.	1 EA	Std. 5 'ID Precast Concrete Manhole (Valve Vault)	\$ 2,800.00	\$ 2,800.00
b.	1 EA	Std. 6 'ID Precast Concrete Manhole (Wet Well)	\$ 25,000.00	\$ 25,000.00
c.	78 VF	Std. 4 'ID Precast Concrete Manhole, Additional Depth >6'	\$ 150.00	\$ 11,640.00
d.	14 VF	Std. 6 'ID Precast Concrete Manhole, Additional Depth >6'	\$ 200.00	\$ 2,800.00
407.		CONNECTION, IN PLACE		
a.	1 EA	Connect to Existing Manhole	\$ 900.00	\$ 900.00
408.		CONDUIT, IN PLACE		
a.	135 LF	21" Steel Conduit	\$ 80.00	\$ 10,800.00
410.		LIFT STATION AND FORCE MAIN, IN PLACE		
a.	1 LS	Pumps, Controllers, Floats, Access Cover Doors, 1,000lb Holst & Socket	\$ 30,000.00	\$ 30,000.00
b.	1 EA	Natural Gas Generator Set with Auto Transfer Switch installed (Generac 35kW 3 Phase, 5.4L Engine, 100amp Transfer Switch Nema 3R)	\$ 23,000.00	\$ 23,000.00
c.	2,855 LF	4-inch PVC, AWWA C900, (DR18)	\$ 16.50	\$ 47,106.92
d.	1 LS	Fencing	\$ 6,500.00	\$ 6,500.00
e.	1 LS	Telemetry Equipment & Installation (See Quote from Mike Girdner)	\$ 8,000.00	\$ 8,000.00
f.	1 LS	Misc. (Piping and Valves, Force Main Fittings, Labor and Installation, Wet Well Epoxy Raven Coating, and Wiring of Equipment)	\$ 75,000.00	\$ 75,000.00
g.	49 SY	Asphalt Drive (5" ODOT Type B, 6" ODOT Type A Agg Base, 8" Stabilized Subgrade)	\$ 50.00	\$ 2,444.00
h.	141 SY	ODOT Type A Agg Base (3" Deep)	\$ 6.50	\$ 916.50
Total Sanitary Sewer Base Bid				\$ 423,444.81

Item	Quantity	Description	Unit Cost	Extension
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Erosion Control

Quantities are Estimates Only. Contractor must provide sufficient erosion control to meet ODEQ requirements.

a.	1 EA	Stabilized Construction Entrance	\$ 4,000.00	\$ 4,000.00
b.	32 EA	Inlet Protection Devices	\$ 75.00	\$ 2,400.00
c.	11 EA	Outlet Protection Devices	\$ 75.00	\$ 825.00
d.	23 LS	Straw Wattle Check Dam	\$ 3.50	\$ 80.50
e.	5,000 LF	Silt Fence for Erosion Stabilization	\$ 2.25	\$ 11,250.00

Total Erosion Control Base Bid \$ 18,555.50

* Crushed rock bedding (or flowable fill) under paved areas to be included in price bid for pipe.

Grand Total Base Bid \$ 1,732,130.11

Date for Substantial Completion June 1st, 2019

Dated at Tulsa, Oklahoma this 13 day of DECEMBER, 2018.

Respectfully submitted,

IRA M. GREEN CONSTRUCTION
Complete legal name of Bidder

By:

By [Signature] Date 12-13-18 By _____ Date _____

17211 S. 4170 ROAD CLAREMORE OK 74017
Address, City, State & Zip Code

918-342-0840
Phone and Fax Number

Accepted by Owner this 15 day of December, 2018.

[Signature]



To: Mayor and City Council/Chairman and Board of Trustees, Glenpool Industrial Authority

From: David Tillotson, City Manager

Date: January 16, 2019

Re: ASCAP Agreement

Background:

Under copyright law, the City should have permission or a license to use copyrighted music in any of our facilities and at our parks. ASCAP has created a blanket license for local government entities that allows use of canned music, and certain live performances, without having to get a license from each individual copyright holder. While the City doesn't directly play music in our facilities on a regular basis, we do allow events to play live and recorded music. As such, we should procure a license to be certain we are protected under the applicable laws. The license issued to the City of Glenpool/Glenpool Industrial Authority will not protect our licensees (facility users) from liability for copyright infringement if they play copyrighted music without a license. However, it does protect COG/GIA from any liability for the conduct of third parties.

The Base License Fee is based on population size. In addition, ASCAP makes a Special Events License available for events sponsored by the City/GIA and for which gross revenues exceed \$25,000.00. Since we do not coordinate live performances that are open to the general public, we are only concerned with the Base license. In the event of a Special Event, the license fee is due only at the time of the event. The Base License Fee for our population size is \$357 annually.

Staff Recommendation:

Staff recommends approval of the ASCAP License Agreement.

Attachments:

- ASCAP License Agreement

LICENSE AGREEMENT - LOCAL GOVERNMENTAL ENTITIES



between American Society of Composers, Authors and Publishers ("SOCIETY"), located at
2 Music Square West, Nashville, TN 37203

and City of Glenpool, OK/The Glenpool Industrial Authority

("LICENSEE"), located at

12205 S Yukon Avenue Glenpool OK 74033

as follows:

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly on the "Premises" and at "Events" and "Functions," and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." The performances licensed under this Agreement may be by means of "Live Entertainment" or "Mechanical Music". For purposes of this Agreement,

- (i) "LICENSEE" shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (ii) "Mechanical Music" means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (A) compact disc, audio record or audio tape players (but not including "jukeboxes"), (B) videotape, videodisc or DVD players; (C) the reception and communication at the premises of radio or television transmissions which originate outside the Premises; and which are not exempt under the Copyright Law; or (D) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (iii) "Live Entertainment " means music that is performed at the Premises by musicians, singers or other performers.
- (iv) "Premises" means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (v) "ASCAP repertory" means all copyrighted musical compositions written or published by ASCAP members or members of affiliated foreign performing rights societies, including compositions written or published during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.
- (vi) "Events" and "Functions" means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in paragraph 2.(d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of or sponsored or promoted by LICENSEE on the Premises.
- (vii) "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000 (as defined in paragraph 4.(d) below).

(b) This Agreement shall be for an initial term of one year, commencing January 1, 2019, which shall be considered the effective date of this Agreement, and continuing thereafter for additional terms of one year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the agreement shall terminate on the last day of the term in which notice is given.

2. Limitations On License

(a) This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

(b) This license does not authorize (i) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (ii) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the ASCAP repertory to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.

(c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;

- (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation;
- (iv) performance of a concert version of a "dramatico-musical work" (as hereinafter defined). The term "dramatico-musical work" as used in this Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.
- (d) This license does not authorize performances:
 - (i) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE'S Premises, and is not open to the general public;
 - (ii) by or at colleges and universities;
 - (iii) at any professional sports event or game played on the Premises;
 - (iv) at any permanently situated theme or amusement park owned or operated by LICENSEE;
 - (v) by any symphony or community orchestra;
 - (vi) by means of a coin operated phonorecord player (jukebox) for which a license is otherwise available from the Jukebox License Office.

3. License Fee

- (a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP a license fee which includes the total of the "Base License Fee" and any applicable "Special Events License Fees", all of which shall be calculated in accordance with the Rate Schedule attached to and made part of this Agreement. For purposes of this Agreement,
 - (i) "Base License Fee" means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE's population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.
 - (ii) "Special Events License Fees" mean the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fees due.
 - (iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other local government entities.

Unless otherwise limited by law, LICENSEE shall pay a finance charge of 1.5% per month from the due date, or the maximum amount permitted by law, whichever is less, on any required payment that it is not made within thirty days of its due date.

4. Reports and Payments

- (a) Upon the execution of this Agreement, LICENSEE shall submit:
 - (i) a report stating LICENSEE's population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and (ii) a report containing the information set forth in paragraph 4.(d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.
- (b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.
- (c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.
- (d) Ninety days after the conclusion of each Special Event, LICENSEE shall submit to ASCAP payment for such Special Event and a report in printed or computer readable form stating:
 - (i) the date presented;
 - (ii) the name of the attraction(s) appearing;
 - (iii) the "Gross Revenue" of the event. "Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event;
 - (iv) the license fee due for each Special Event.
- (e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or entity licensed under an ASCAP License Agreement, LICENSEE shall indicate the name, address, phone number and ASCAP account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by ASCAP, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.

(f) LICENSEE agrees to furnish to ASCAP, where available, copies of all programs of musical works performed, which are prepared for distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all encores to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.

(g) ASCAP shall have the right to examine LICENSEE'S books and records at LICENSEE's place of business during normal business hours to such extent as may be necessary to verify the reports required by paragraph 4.(d) above. ASCAP shall have the right to adjust LICENSEE's Base License Fee based upon the most recently available revised population figures and Population Estimates Program provided by the U.S. Census Department.

5. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, ASCAP may terminate this license by giving LICENSEE thirty days notice to cure such breach or default, and in the event that such breach or default has not been cured within said thirty days, this license shall terminate on the expiration of such thirty-day period without further notice from ASCAP. In the event of such termination, ASCAP shall refund on a pro-rata basis to LICENSEE any unearned license fees paid in advance.

6. Interference in Operations

ASCAP shall have the right to terminate this license upon thirty days written notice if there is any major interference with, or substantial increase in the cost of, ASCAP's operations as the result of any law in the state, territory, dependency, possession or political subdivision in which LICENSEE is located which is applicable to the licensing of performing rights. In the event of such termination, ASCAP shall refund to LICENSEE on a pro-rata basis any unearned license fees paid in advance.

7. Non-Discrimination

LICENSEE recognizes that ASCAP must license all similarly situated users on a non-discriminatory basis. LICENSEE agrees that any modifications to this Agreement by ASCAP, which are required by local, state or federal law for other municipalities, counties and other governmental entities shall not constitute discrimination between similarly situated users. Examples of such modifications are statements of equal employment opportunity or nondiscrimination on the basis of race, creed, color, sex or national origin.

8. Notices

ASCAP or LICENSEE may give any notice required by this Agreement by sending it by certified United States Mail, by generally recognized same-day or overnight delivery service or by electronic transmission (i.e., Mailgram, facsimile or similar transmission) to the appropriate person/office as listed herein. Each party agrees to notify the other of any change in contact information, such as change of address, change of person/office responsible, etc. within 30 days of such change.

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

LICENSEE
City of Glenpool, OK

By _____

By _____
Timothy L. Fox

TITLE Mayor _____

LICENSEE
Glenpool Industrial Authority

By _____
Timothy L. Fox

TITLE Chairman, Board of Trustees



LOCAL GOVERNMENT ENTITIES

2019 Rate Schedule

SCHEDULE A: Base License Fee

Population Size			Base License Fee
1	to	50,000	\$357.00
50,001	to	75,000	\$712.00
75,001	to	100,000	\$856.00
100,001	to	125,000	\$1,141.00
125,001	to	150,000	\$1,426.00
150,001	to	200,000	\$1,854.00
200,001	to	250,000	\$2,280.00
250,001	to	300,000	\$2,710.00
300,001	to	350,000	\$3,137.00
350,001	to	400,000	\$3,566.00
400,001	to	450,000	\$3,990.00
450,001	to	500,000	\$4,421.00
500,001	and over		*** \$5,417.00

*** \$5,417.00 plus \$500 for each 100,000 of population above 500,000 to a maximum fee of \$71,285.00

SCHEDULE B: Special Events

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$357.00.

License Fee for Year 2020 and Thereafter

For each calendar year commencing 2020, all dollar figures set forth in Schedules A, B and C above (except for \$500 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.

ASCAP

Toll Free: 1-800-505-4052 Fax: 615-691-7795

Epayment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>



Premise Name: City of Glenpool, OK/The Glenpool Industrial Authority

Base License Fee: \$.

(Please refer to Rate Schedule)

Event Date (mm/dd/yyyy) (If More than 1 Event Per Day, Please Report As Separate Entries)	Performer(s) Or Group(s) Appearing	Gross Revenue** Of Event (Must Exceed \$25,000)	% Applies To Gross Revenue	Event Fee	Is A Program Of Musical Works Attached? (Yes/No)	If The Event Is Co-Sponsored (Please Identify The Co-sponsor's Name, Address, Phone Number and ASCAP Account Number)
			x .01	\$	☐ Yes ☐ No	Name: Address: Phone No.: Account Number:
			x .01	\$	☐ Yes ☐ No	Name: Address: Phone No.: Account Number:
			x .01	\$	☐ Yes ☐ No	Name: Address: Phone No.: Account Number:

ASCAP Toll Free: 1-800-505-4052 Fax: 615-691-7795
Epayment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>



INVOICE

City of Glenpool, OK/The Glenpool Industrial Authority
14, 2019
12205 S Yukon Avenue
Glenpool, OK 74033

January

Re: City of Glenpool, OK/The Glenpool Industrial Authority
12205 S Yukon Avenue
Glenpool, OK 74033

Billing Period: January 1, 2019 Thru December 31, 2019
Annual Rate: \$357.00
Amount Due: \$357.00

**TO PAY VIA CREDIT CARD, DEBIT CARD, OR E CHECK, PLEASE CONTACT Michele McKinney at
(888) 852-1432**

PLEASE MAIL YOUR CHECK TO: ASCAP, PO Box 331608, Nashville, TN 37203-7515

Payment Amount: \$ _____

*Check No: _____

***Please note:** "When you provide a check as payment, you authorize ASCAP to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. However the transaction will appear on your bank statement. If we cannot post the transaction electronically, we may present a copy of your check for payment."

ASCAP License fees are due and payable in advance. Retain bottom portion for your records.

City of Glenpool, OK/The Glenpool Industrial Authority
12205 S Yukon Avenue
Glenpool, OK 74033

Billing Period: January 1, 2019 Thru December 31, 2019
Annual Rate: \$357.00
Amount Due: \$357.00



DISCLOSURE STATEMENT

In compliance with Okla. S., T.15, § 790(B), you are hereby notified that you are entitled to receive a schedule of the rates and terms of royalties under the performing rights license agreement, and that the license agreement currently in effect contains such schedule of the rates and terms of royalties under that contract.