



NOTICE
GLENPOOL INDUSTRIAL
AUTHORITY
SPECIAL MEETING

A Regular Session of the Glenpool Industrial Authority will be held at 6:00 p.m. immediately following the Glenpool Utility Service Authority meeting on Monday, March 20, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

AGENDA

	Page
A) Call to Order - Timothy Lee Fox, Chairman	
B) Roll Call, Declaration of Quorum – Susan White, Secretary; Timothy Lee Fox, Chairman	
C) Scheduled Business	
1) Discussion and possible action to approve Proposal from Affordable Asphalt at a cost not to exceed \$16,230, for Conference Center parking lot resealing and restriping, funding from GIA Budget 30-6-01-6273 Maintenance and Repairs; and authorize Chairman Timothy Fox to execute the Agreement. (Lynn Burrow, Community Development Director) Conference Center Parking Lot Sealing	3 - 12
2) Discussion and possible action to ratify action of the City Council by authorizing execution of the tax reimbursement agreement with Ford Development Corporation approved by the City Council on this date. (Lowell Peterson, City Attorney) Final Revision to Reimbursement Agreement 031617 EXHIBIT A - GRAPHIC EXHIBIT A - LEGAL D EXHIBIT B - PROJECT COSTS	13 - 27
3) Discussion and possible action to enter into Executive Session for the purpose of conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within the jurisdiction of the City of Glenpool because public disclosure of the matter discussed would interfere with the development of products or services would violate the confidentiality of the business, pursuant to Title 25 Sec. 307(C)(10) of the Oklahoma Statutes (Open Meeting Act). (Lowell Peterson, City Attorney)	
4) Discussion and possible action to resume in regular session. (Timothy Fox, Chairman)	
5) Discussion and possible action to approve a certain letter of intent with respect to acquisition by John Fiore or related party of forty (40) acres, more or less, of land in the southeast quarter of the northwest quarter of Section 23, Township 17 North, Range 12 East, Tulsa County, presently owned by the Glenpool Industrial Authority and located east of Highway 75 on 156th Street South, Glenpool. (Roger Kolman, City Manager)	

D) **Adjournment**

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

Signed:

City Clerk



MEMORANDUM

TO: HONORABLE CHAIRMAN AND BOARD MEMBERS

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: PROPOSAL FOR PARKING LOT RE-SEALING & RE-STRIPING
GLENPOOL CONFERENCE CENTER

DATE: MARCH 20, 2017

BACKGROUND

This item is for Board consideration and action regarding the need to fully crack-seal, surface fog-seal, and re-stripe the entire parking lot and associated access drives serving the Conference Center. As the Board is aware, the Conference Center facility was completed in the spring of 2010 and has been in continuous operations from that time. Over this time period, the amount of vehicular traffic encountered - combined with Oklahoma weather conditions have caused the asphalt parking lot to become weathered, worn, and faded to the extent that a thorough crack seal and surface fog seal process has become necessary to avoid any resulting paving surface and subgrade failures. Obviously, the parking lot striping will need to be re-painted after the sealing process has been completed to re-establish the original configuration and lane markings. In response to this situation, Staff has solicited and received the attached proposals from two subcontractors that are qualified companies performing these types of services on a routine basis. Note that each company proposes to use the same sealing and paint materials and generally, the same application process. However, the proposal from Affordable Asphalt is somewhat lower in cost than the proposal submitted by Sooner Site Services.

Staff Recommendation:

While both proposals seem to describe and cover the same scope of work and are relatively close in price, Staff recommends that the Board approve the attached proposal from Affordable Asphalt and authorize the Chairman to execute that agreement covering the listed scope of work for a total price not to exceed \$16,230.00

Attachment

- A. Proposal - Sooner Site Services
- B. Proposal - Affordable Asphalt



610 WEST 41ST STREET Phone No. 918-245-0927
SAND SPRINGS, OK 74063 Fax No. 918-245-0936
Please Visit us at: affordableasphaltok.com
Or email us at: office@affasphalt.com

**Award
Winning
Member of
The Better
Business
Bureau**



**Proudly
Serving The
Tulsa Area for
Over 20 Years**
Established in 1992

Proposal

Date 3/14/2017
Job # 105737

Note: This Proposal May Be Withdrawn By
Us If Not Accepted Within 30 Days

To: **CITY OF GLENPOOL**
12205 S. YUKON AVE.
GLENPOOL, OK 74033

Attn.: Jeff Wallen
Phone No.: 918-209-4610
Cell No.: 918-770-2537
Fax No.: 918-209-4611
E-mail: cwallen@cityofglenpool.com

Item No.	Description	Option Pr...	Total
Job Location	12205 S. Yukon Ave.		
Sealcoat Crac...	Item (1) - We will clean lot free of loose debris using power equipment. We will prime areas of excessive oil drippings. No guarantee sealer will adhere to oily surfaces. We will seal cracks in asphalt pavement 1/4" to 3/4" inch in size using a rubberized hot pour crack and joint sealant. This does not include areas of alligator cracking or cracks larger than 1 inch in width. We will then apply two coats of Latex modified quality pavement sealer with silica sand in both coats. We will then restripe as currently exists with a high traffic quality marking paint.		16,230.00
Note	We will barricade areas to be worked on each day and remove when finished. Water sprinklers should be turned off three days before work is to begin. Owner shall have work zone clear of all vehicles.		

We propose hereby to furnish material and labor- complete in accordance with the above specifications, for the total of item price(s) selected.

Total \$16,230.00

Payment to be made as follows: Net upon Completion. Payments not received within 15 days of invoice will be subject to a 10% late charge.

All material is guaranteed to be as specified. Work will be done in a work like manner according to specifications submitted, per standard practices. Any alterations or deviation from the above specifications involving extra costs will become an extra charge over and above the above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. We carry general liability and vehicle insurance. Our workers are covered by workmen's compensation insurance.

Acceptance of proposal and the above prices, specifications and conditions are satisfactory and hereby accepted.

Authorization

Salesman: Josh

Prices are subject to escalating oil prices. These are based current prices of asphalt oil.

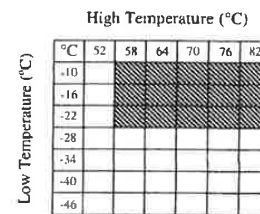
6165 W. Detroit • Chandler AZ 85226
+1 (602) 276-0406 • +1 (800) 528-8242 • FAX +1 (480) 961-0513
www.crafco.com

READ BEFORE USING THIS PRODUCT

GENERAL Crafcro Parking Lot Sealant Type 2 is a hot-applied asphalt based product used to fill cracks in both asphalt and Portland cement concrete pavements in moderate to very hot climates. Parking Lot Sealant Type 2 is supplied in solid form which when melted and properly applied forms a high stiffness, adhesive and flexible compound that resists cracking at winter temperatures and is highly resistant to flow or pick-up at extreme summer temperatures. Parking Lot Sealant Type 2 is used for highway, street, airfield and parking lot pavements in warm to hot climates and is applied to pavement cracks using either pressure feed melter applicators or pour pots. At application temperature it is a free flowing, self-leveling product. Parking Lot Sealant Type 2 is specifically formulated to be a stiff, flow resistant, yet flexible product for use in areas with pedestrian and slow moving vehicle traffic, in hotter climates, where high resistance to pick-up or tracking is required. Parking Lot Sealant Type 2 has been providing excellent performance in these uses for over 30 years. VOC = 0 g/l.

USAGE GUIDELINES Parking Lot Sealant Type 2 is applicable for Filler / Overband use in moderate to very hot climates with low and high pavement temperatures identified in the charts. Pavement temperatures for the project location are determined at 98% reliability using FHWA LTPPBind V 3.1, and sealant or filler use is determined following Crafcro Product Selection Procedures.

 Applicable Pavement Temperatures



Filler / Overband Use

SPECIFICATION CONFORMANCE The Crafcro recommended specification for Parking Lot Sealant Type 2 when heated to safe heating temperature in accordance with ASTM D5167 is:

Test

Cone Penetration (ASTM D5329)
Flow, 140 °F (60 °C), 5h (ASTM D5329)
Resilience (ASTM D5329)
Softening Point (ASTM D36)
Ductility, 77 °F (25 °C) (ASTM D113)
Flexibility, 1/8" (3.2 mm) specimen, 180° bend,
5 sec., 1/2" (12 mm) mandrel (ASTM D3111 modified)
Asphalt Compatibility (ASTM D5329)
Minimum Application Temperature
Maximum Heating Temperature

Crafcro Recommended Specification

35 max.
3.0mm max.
30% min.
210 °F (99 °C) min.
50 cm min.
Pass
Pass at 0 °F (-18 °C)
Pass
380 °F (193 °C)
400 °F (204 °C)

INSTALLATION The unit weight of Crafcro Parking Lot Sealant is 10.8 lbs. per gallon (1.29 kg/L) at 60F (15.5C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of sealant.

PACKAGING Product is supplied in either cardboard boxes, or in meltable, boxless PLEXI-melt packaging. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x 102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- o **BOX** packaging consists of cardboard boxes containing approximately 30 lb. (13.6 kg) of product with 75 boxes per pallet, weighing approximately 2250 lb. (1020 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- o **PLEXI-melt** packaging consists of 30 lb. (13.6 kg) blocks of product with 70 packages per pallet, weighing 2100 lb. (952 kg). To use, the pallet wrap is removed, and individual blocks are placed in the melter. There are no cardboard boxes or other cardboard components to open, empty, handle, or dispose of. PLEXI-melt packaging quickly melts into the product without affecting specification conformance.

WARRANTY CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafcro shall not be responsible for improperly applied or misused products. Remedies against Crafcro, Inc., as agreed to by Crafcro, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafcro, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafcro, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafcro recommendations for product installation.**

EF Series

High Build Fast Dry Waterborne Traffic Paint

PRODUCT DATA

Product Type: High Build Fast Dry Waterborne
Product Code: 985221 985222
Product Color: White Lead Free Yellow
595B Color #: 37925 33538
Description: WB WHT FAST DRY 1952E3 98PA21
WB YEL FAST DRY 1952E3 98PA30
Specification: Meets Federal Spec TT-P-1952E Type III
Effective Date: July 15, 2013

Product Description:

A user friendly, high solids, fast drying waterborne traffic paint suitable for application by airless or air atomized equipment at film thicknesses between 10 and 30 mils. May be used to stripe roadways, airports and parking lots with or without pressure applied glass beads. It offers all of the benefits of a water reducible paint, and quickly dries to a no track condition. This paint meets TT-P-1952E Type III and matches the color standards outlined in the specification as noted above.

Product Advantages:

- Non-flammable and below 100 VOC
- Product reduces and cleans up with water
- Performs equally well on both asphalt and concrete
- May be applied up to 30 wet mils thick
- Excellent bead retention with both standard and large beads
- Keeps traffic control to a minimum when striping
- Can be used for symbols, legends and lane marking

Packaging:

This paint is available in 5 gallon pails, 55 gallon drums and 275 gallon totes. Other packaging available on request.

Storage:

Shelf life of the unopened product is one year from date of manufacture with proper storage and minimal agitation. Proper storage includes inside or covered, above 35° F (3° C), and out of direct sunlight. Outside storage for short intervals is acceptable.

Conditions for Application:

All surfaces must be clean, dry and free from oil, grease, antifreeze, loose sand, aggregate and chipping/peeling existing striping. Any curing compounds used on new concrete must be mechanically abraded off prior to striping. When striping on freshly sealed surfaces use caution as some sealers can affect the curing and adhesion of traffic paint. When in doubt, always test adhesion. For complete drying and minimum dirt retention when striping parking lots, the lots should be closed to traffic for two hours minimum after painting. New asphalt and concrete should be allowed to cure for a minimum of 14 days to maximize adhesion and durability.

Coverage:

1 gallon yields 320 feet of 4" stripe @ 15 mils; 400 feet of 4" stripe @ 12 mils.



800.331.8118

sales@ennisflint.com

www.ennisflint.com

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Physical Characteristics:

% Total solids/weight:	75% minimum
% Total Solids/volume:	60% minimum
Weight % Pigment Solids:	60-62%
Viscosity in Krebs Units:	80-90
White Reflectance (Y value):	85 minimum
TiO2 in white:	1 lbs minimum
TiO2 in yellow:	0.2 lbs maximum
Hiding at 5 mils wet:	0.92 minimum
VOC in grams per liter:	100 maximum
Color match maximum:	6 Delta E

Dry Time: Without drop on glass beads, this paint dries to a lab ASTM D711 no pickup in less than 10 minutes @ 15 mils when ambient and surface temperature are 77° F at 50±5% humidity. When glass beads are applied at a rate of at least 6 pounds per gallon to a 15 mil wet line, the field applied paint will dry to an ASTM D713 no-track in less than 2 minutes when applied at the weather conditions above. A 25 mil line should dry in less than 3 minutes when field applied as described above.

Limitations: Applying a test strip to determine dry to no-pickup time when the humidity is higher than 65%.
Cone whenever necessary.

- Do not heat paint in striping system above 110°F.
- Do not apply when temperatures are below 50 F.
- Do not apply when rain is forecast.
- Do not apply when temperatures are near or below the dew point or rain is forecast within 1 hour for a 15 mil line or within 2 hours for a 25 mil line.
- Do not thin more than 5% with water and then use immediately.
- Do not apply if temperature is expected to fall below freezing for 6 hours after application.

The product data offered herein is, to the best of our knowledge, true and accurate, but all recommendations are made without warranty, expressed or implied. Because the conditions of use are beyond our control, neither Ennis-Flint nor its agents shall be liable for any injury, loss or damage, direct or consequential, arising from the use or the inability to use the product described herein. As Ennis-Flint has neither control over the installation of product described herein nor control of the environmental factors the installed markings are subjected to, there is no guarantee as to the durability or the retroreflective properties of any marking system applied. No person is authorized to make any statement or recommendation not contained in the Product Data, and any such statement or recommendation, if made, shall not bind the Corporation. Further, nothing contained herein shall be construed as a recommendation to use any product in conflict with existing patents, and no license under the claims of any patent is either implied or granted.

Sooner Site Services

P. O. Box 33309

Tulsa, OK 74153

(918) 284-1197

info@soonersweeping.com

SoonerSiteServices.com

**Estimate 1036**

ADDRESS	SHIP TO	DATE	TOTAL	EXPIRATION DATE
Jeff Wallen City of Glenpool 12205 South Yukon Avenue Glenpool, Oklahoma 74033	Jeff Wallen City of Glenpool 12205 South Yukon Avenue Glenpool, Oklahoma 74033	03/13/2017	\$18,546.25	06/30/2017

SALES REP

Gene

ACTIVITY	QTY	RATE	AMOUNT
Crack Seal Prep and seal all cracks in asphalt parking lot >1/8" with Type II crack sealer according to manuf. spec.	16,500	0.15	2,475.00
Seal-Coat Prep and seal entire asphalt parking lot with Crafcro Super Seal parking lot sealer according to manuf. spec.	109,000	0.12	13,080.00
Striping Services Re-Stripe parking lot to existing layout and pattern including all stencils, handicap stalls, no parking zones, curb lines, arrows, etc	11,965	0.25	2,991.25

City Hall, City of Glenpool

We appreciate the opportunity to earn your business!

TOTAL

\$18,546.25

THANK YOU.

Accepted By

Accepted Date



420 N. Roosevelt Ave. • Chandler AZ 85226
1-800-528-8242 • (602) 276-0406 • FAX (480) 961-0513
www.crafco.com

INSTALLATION INSTRUCTIONS

HOT-APPLIED ROADSAVER, POLYFLEX, PARKING LOT AND ASPHALT RUBBER PRODUCTS

JANUARY 2008

READ BEFORE USING THIS PRODUCT

GENERAL: These products are hot-applied, single component polymer/rubber modified asphalts supplied in solid form used to seal or fill cracks or joints in asphalt concrete or Portland cement concrete pavements. These products are not fuel resistant, and should not be used in fuel or oil spill prone areas. To use, product is removed from the package, heated in a melter and applied to the pavement. Details on product specifications, climate and usage suitability, and product selection are contained in Product Data Sheets.

MELTING AND APPLICATION: These products must be melted in jacketed double boiler melters with effective agitation that meet requirements of Appendix X1.1 of ASTM D6690. Crafco Supershot, EZ Series 2, and EZ Pour melters are recommended. Do not use direct fired or air heated machines. Heat transfer oil should not exceed 525°F (274°C). The melter must be capable of safely heating product to 400°F (204°C). **CAUTION:** Stop agitation when adding product to prevent splashing. Product is heated to between the minimum application temperature and the maximum heating temperature which are shown on product containers and Product Data Sheets. These products are most effectively applied with pressure feed wand systems. RoadSaver, PolyFlex and Parking Lot products can also be applied using gravity feed pour pots (Part No.40200 and 40201).

APPLICATION LIFE: Application life when heated to application temperature is approximately 12 to 15 hours and may be extended by adding fresh product as quantity in the melter decreases. Product shall be agitated during installation. Product may be reheated once to application temperature, after initial heat up. When application life has been exceeded, RoadSaver and Parking Lot products will thicken, become "stringy" and may then gel. If this occurs, product should immediately be removed from the melter and discarded. Asphalt Rubber and PolyFlex products will soften when overheated or heated for too long.

PAVEMENT TEMPERATURES: Apply product when pavement temperature exceeds 40°F (4°C). Lower temperatures may result in reduced adhesion due to presence of moisture or ice. If pavement temperature is lower than 40°F (4°C), it may be warmed using a heat lance (Part No. 45650) that puts no direct flame on the pavement. If installing at lower pavement temperature than 40°F (4°C), extreme care should be used to insure that cracks or joints are dry and free from ice and other contaminants. Product temperature should be maintained at the maximum heating temperature. If installing product at night, assure that dew is not forming on the pavement surface. Applied product should be checked by qualified personnel to assure that adhesion is adequate.

TRAFFIC CONTROLS: Place traffic controls in accordance with Part 6, Temporary Controls, of the FHWA Manual on Uniform Traffic Control devices (MUTCD) to protect the work site for the duration of the repairs.

CRACK / JOINT CLEANING: For appropriate adhesion, cracks or joints must be thoroughly clean and dry immediately prior to product installation. After widening or debris removal, and just prior to product installation, final cleaning shall use high pressure 90 psi (620kpa) minimum, dry, oil free compressed air to remove any remaining dust. Both sides of the crack or joint shall be cleaned. Surfaces should be inspected to assure adequate cleanliness and dryness.

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ASPHALT PAVEMENT CRACK SEALING: Crack sealing consists of installing extensible sealants into routed reservoirs in working cracks in pavements in good condition.

Reservoir Cutting: Based on the 98% LTPPBIND temperature range (difference from high to low), cracks are to be routed as follows:

Temperature Grade Range	Reservoir Width	Reservoir Depth
80°C or less	½" (12 mm)	¾" (19 mm)
86°C	¾" (19 mm)	¾" (19 mm)
92°C	1 1/8" (28 mm)	½" (12 mm)
98° or greater	1 ½" (38 mm)	½" (12 mm)

Reservoir width should not exceed 1 ½" (38 mm). Cutting should remove at least 1/8" (3 mm) from each side and produce vertical, intact surfaces with no loosely bonded aggregate. The pavement should be sound enough to resist significant spalling during cutting. Final reservoir width should not exceed twice the cutter width or 1 ½" (38 mm) maximum.

Installation and Finishing: After cleaning, sealant at the required temperature is installed in the reservoir. Sealant can be installed with up to a 3/8" (10 mm) underfill, flush fill, or with an overband cap that does not exceed 1/16" (1.5mm) above the pavement surface, and not greater than a 2" (50 mm) width beyond crack edges, depending on project specifications. These configurations are achieved using appropriate wand tips, shoes or squeegees. To reduce surface tack, Crafco DeTack or other approved material may be applied.

ASPHALT PAVEMENT CRACK FILLING: Crack filling consists of installing flexible, traffic resistant product into prepared, cleaned, non-working pavement cracks. Filler can be installed in routed or unrouted cracks or in surface overbands.

Routed Reservoir – Routed reservoirs are recommended for longest life. Guidelines for determining reservoir use are:

1. Crack density should not exceed approximately 20% (linear feet of cracks per square feet of pavement area).
2. Pavement should be sound enough to resist significant spalling during cutting. (Final reservoir width should not exceed double the cutter width, or 1 ½"(38 mm) maximum

Reservoir Dimensions – Determined as follows:

1. The cut should remove at least 1/8" (3mm) from each side of the crack and cut back to sound pavement.
2. Minimum width is ½" (12 mm), maximum is 1 ½" (38 mm).
3. Recommended cut depth is ¾" (19 mm).
4. Reservoirs are then cleaned with compressed air.

Cleaned Unrouted Cracks – Cracks may be cleaned and filled without reservoirs, but longer life is achieved with reservoirs. Cleaning consists of using high-pressure dry, clean compressed air, brushing, or vacuum techniques to remove debris.

Surface Overbands – Product can be applied in overbands after crack cleaning with compressed air. Overbands should not exceed 1/16" (1.5 mm) high above the pavement surface and not extend greater than 2" (50 mm) beyond each crack edge.

Filler Installation and Finishing – Same as sealant installation and finishing.

PORTLAND CEMENT CONCRETE PAVEMENT JOINT SEALING AND RESEALING: Joint sealing and resealing consist of

installing extensible sealants into sawn and cleaned joint reservoirs in PCC pavements.

Reservoir Sawing – New concrete should be cured for at least 7 days prior to sawing the joint reservoir. Joint spacing should be at the design dimension, generally from approximately 12 to 20 ft. (3.7 to 6.2m). Joints shall be at least 1/4" (6mm) wide, and should not exceed 1 1/2" (38mm). For new pavements designed with narrow joints using the initial narrow saw cut as the reservoir, spaced at 15 ft (5m) maximum, and when using low modulus type sealants, joint width may be as narrow as 1/8 inch (3mm). Contact Crafcro for more details. Reservoir depth should allow a sealant depth to width ratio of 1:1 to 2:1, sufficient depth for backer rod, and the specified surface recess. Reservoirs shall be cut no deeper than required. When resealing, old sealant can be removed by knives, plows or sawing. Sawing shall slightly widen the joint by 1/8 to 1/4 inch (3-6mm) to remove all traces of old sealant and produce clean, intact vertical surfaces. Maximum joint width is 1 1/2 inch (38mm).

Reservoir Cleaning – After sawing, joints shall be flushed with water to remove sawing slurry and allowed to dry. Just prior to installing sealant, both joint surfaces shall be cleaned using sandblasting, brushing or other means to remove any remaining of sawing residue. Final cleaning is then done with high-pressure (minimum 90 psi, 62N/cm²) clean, dry, oil free compressed air the same day that sealant is installed. Moisture and oil traps are required on the compressor. Joints must be inspected to assure cleanliness by rubbing a finger along each face to spot dust or other contaminants. If found, recleaning should occur until joints are completely clean and dry. The objective of sawing and cleaning is to provide vertical, intact, clean concrete bonding surfaces free from all contaminants and are dry.

Backer Rod – After cleaning, heat resistant backer rod (ASTM D5249, Type I) approx. 25% larger than the joint width shall be installed to the required depth without damage or punctures. Punctures or damage to backer rod may cause sealant bubbling.

Sealant Installation – Concrete should be cured at least 7 days prior to installing sealant. Sealant heated to required temperature is installed per project specifications. Typical installations include a recess up to 1/4 inch (6mm), flush, or with a surface overband (maximum 1/16" (1.5mm) above the surface, and 2" (50 mm) maximum beyond each joint edge).

INSTALLATION PRECAUTIONS: In certain situations, additional consideration needs to be given to product selection and application geometries.

Parking lots and other areas subjected to slow moving traffic and pedestrians: Product used must be stiff enough at hot summer temperatures to resist pick up and should not be applied on top of the pavement surface. Product should have a high temperature grade at least one step above the LTPPBIND grade for the climate. For even better pick-up resistance, increase by two grades.

Pavement to receive an Overlay, Surface Treatment, or Seal Coat: Product will be subjected to overlay heat effects and carriers for surface treatments and seal coats. If product is applied on top of the pavement, and an overlay is then placed, bumps may occur during compaction. Refer to "Bump Formation & Prevention in Asphalt Concrete Overlays Which Have Been Crack Sealed" (www.crafcro.com) for more information. Solvents or other carriers in surface treatments may soften product. Prior to placing a surface treatment or seal coat, a test strip should be placed to verify compatibility of the product and treatment.

High Severity Cracked Areas: Highly cracked areas (fatigue cracks in wheel paths) should not be treated by covering cracks because pavement friction may be affected. These cracks can be filled if followed by a surface treatment or overlay to restore friction.

Fuel or Oil Spill Areas: These products should not be used in fuel or oil spill areas due to softening of the sealant that may occur. Sealant will

not adhere to asphalt or concrete pavements surfaces that are contaminated with oil spills.

Crack Sealing or Filling in Pavements with Surface Treatments: When crack sealing or filling pavements with chip seals, slurry seals, and open graded friction courses, routing should be deep enough to extend through the surface treatment layer into the underlying asphalt concrete. This anchors product into solid pavement for better bonding.

CLEAN OUT: If melters used require clean out, follow manufacturer's instructions. If solvent is used, insure it does not contaminate product because dilution and flash problems may occur.

STORAGE: Pallets of product are protected with a weather resistant covering. During storage, this covering must be intact to prevent boxes from getting wet. If wet, boxes may lose strength and crush. Rips in the pallet covering should be repaired to maintain packaging integrity. Pallets should be stored on a dry, level surface with good drainage. Pallets should not be stacked because crushing of bottom boxes may occur. Product properties are not affected by packaging deterioration.

SAFETY PRECAUTIONS: Since these products are heated to elevated temperatures, it is essential that operations be conducted safely. All personnel need to be aware of hazards of using hot applied materials and safety precautions. Before use, the crew should read and understand product use and safety information on the box and the product MSDS. User should check D.O.T. requirements for transportation of product at elevated temperatures above 212°F (100°C).

HAZARDS ASSOCIATED WITH HOT-APPLIED

MATERIALS: Skin contact with hot materials causes burns. Over exposure to fumes may cause respiratory tract irritation, nausea, or headaches. Precautions are to be taken to prevent contact with hot material and to avoid inhalation of fumes for everyone in the vicinity. Safety precautions should include:

1. Protective clothing to prevent skin contact with hot material.
1. Care when adding product to melters to reduce splashing.
3. Careful operation of wands or pour pots that apply product.
4. Traffic and pedestrian control measures which meet or exceed MUTCD requirements to prevent access to work areas while product is in a molten state.
5. Avoidance of material fumes.
6. Proper application configurations with a minimum amount of material excess.
7. Appropriate clean up of excessive applications or product spills.

ADDITIONAL INFORMATION: Additional information regarding these products is available by contacting your distributor or Crafcro, Inc. This information includes:

1. Product Data Sheets
2. Material Safety Data Sheet,
3. Safety Manual
4. Sealing Cracks and Joints in Parking and Pedestrian Areas
5. "Bump Formation & Prevention In Asphalt Concrete Overlays Which Have Been Crack Sealed"
6. Sealant Selection Guide

Engineering Specifications For Applying SealMaster Pavement Sealer To Bituminous Surfaces

1. SCOPE 1.1 The following specifications pertain to the application of SealMaster pavement sealer over bituminous pavement surfaces.

1.2 Uses: SealMaster pavement sealer is designed to protect and beautify all bituminous pavement surfaces including, but not limited to: airport runways and taxiways, secondary roads and streets, highway shoulders, parking lots, and driveways. SealMaster pavement sealer prevents oxidation of the asphaltic binder, prevents weather damage, beautifies pavement, reduces maintenance costs, and adds years of life to pavement.

2. Application Equipment Requirements

2.1 Pressurized spray equipment – Shall be capable of spraying pavement sealer with sand added. Equipment shall have continuous agitation or mixing capabilities to maintain homogenous consistency of pavement sealer mixture throughout the application process.

2.2 Self-Propelled Squeegee Equipment – Shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of sealer into the bituminous pavement. Equipment shall have continuous agitation or mixing capabilities to maintain homogenous consistency of pavement sealer mixture throughout the application process.

2.3 Hand squeegee and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

3. Surface Preparation

3.1 New Asphalt must be allowed to cure at least 30 days – 60 days under good weather conditions. Before applying sealer, pour water on the asphalt surface. If a film of oil appears, the surface is not sufficiently cured. Required cure time shall be determined by project engineer.

3.2 Alligatored Areas -

3.2.1 Option 1- Alligatored areas shall be cut out, removed, and replaced

with hot mix asphalt material

3.2.2 Option 2 – Alligatored areas shall be coated with GatorPave patching compound as manufactured by ThorWorks Industries, Inc.

3.3 Crack Repair

3.3.1 Surface and hairline cracks up to 1/8" wide do not require repair

3.3.2 Option 1 – Repair cracks with CrackMaster Hot Pour Crack Sealing Materials as supplied by SealMaster. Cracks shall be routed or wire brushed and blown clean and dry with a compressed air heat lance. Hot pour material shall then be poured into cracks and squeegeed flush to adjoining pavement.

3.3.3 Option 2 – Repair cracks with SealMaster cold applied pourable crack filler. Cracks shall be cleaned with a wire brush and power blower. Crack sealant shall be poured and squeegeed flush to adjacent pavement surface.

3.4 Oil Spot Treatment – Treat all grease, oil, gasoline and similar petroleum stains or spots with SealMaster PetroSeal, or PrepSeal oil spot primer.

3.5 Pavement Cleaning – Immediately prior to sealing, all loose materials, dirt, and debris shall be removed from pavement surface by power blower or mechanical sweeping equipment.

4. Pavement Sealer Mixing Procedure

4.1 For optimum results, mix SealMaster pavement sealer in accordance with the manufacturers specifications of the specific sealer being used.

4.2 Charge undiluted sealer to the mixing tank and dilute sealer (if necessary in accordance with mix design) with clean potable water while agitating. When the rubberized mixture has thickened, add the sand slowly. Mix thoroughly before and slowly during application.

5. Pavement Sealer Application Procedures

5.1 A minimum of two (2) coats are recommended. Apply by squeegee, brush, or mechanical spray, or squeegee application equipment designed specifically for such

purposes (refer to section 3 of specification)

5.2 Weather Requirements – Temperature must be a minimum of 50 degrees F and rising for a period of not less than 24 hours. Do not apply when temperature is expected to drop below 50 degrees F in a 24 hour period. Do not apply if rain is forecast within 24 hours.

5.3 Curing Time – Allow final coat of pavement sealer to cure a minimum of 24 hours before opening to traffic.

6. Traffic Markings

6.1 Materials – Traffic Paint applied to freshly sealed bituminous pavement shall be a 100% Acrylic Waterborne paint. Use of solvent borne paints shall not be permitted.

6.2 Equipment – Mechanical equipment designed primarily for traffic markings shall be used to apply Acrylic-Based paints.

6.3 Application – Pavement sealer must cure a minimum of 24 hours prior to applying traffic marking paint.

7. Performance of Work

7.1 The contractor and project engineer shall coordinate their efforts to ensure the accessibility of work area to avoid project delays.

7.2 The project engineer shall use his/her best efforts to minimize activities that might prove detrimental to the work in progress such as automatic sprinkler systems, customer or construction traffic, etc.

**CONTINGENT AD VALOREM AND SALES TAX
REIMBURSEMENT AGREEMENT**

THIS CONTINGENT AD VALOREM AND SALES TAX REIMBURSEMENT AGREEMENT (the “**Agreement**”) is made and entered into as of the last date executed by either party (the “**Effective Date**”), by and among the **City of Glenpool**, an Oklahoma municipal corporation (the “**City**”), the **Glenpool Industrial Authority**, an Oklahoma public trust, and **Ford Development Corporation (“Ford”)**, a Texas corporation (“**Developer**”). At Ford’s election, Developer may also include South 75 Business Park, LLC, an Oklahoma limited liability company, and/or South 75, LLC, a Texas limited liability company.

WHEREAS, Developer proposes to construct, develop and operate a commercial real estate development to be known as the South 75 Business Park, on property belonging to the Developer (and/or affiliates of the Developer) and located along the eastern side of U.S. Highway 75 and between 161st Street South and 171st Street South in Glenpool, as more particularly described on **Exhibit A** to this Agreement and incorporated herein by reference (the “**Project**”); and

WHEREAS, Developer intends to develop the Project into commercial sites to be sold to third-party users (“**Subsequent Owners**”) for further development into commercial businesses and related improvements that will generate substantial Ad Valorem and retail Sales Tax revenues (as such terms are defined in this Agreement) and other benefits to the City (the “**Businesses**”); and

WHEREAS, Developer has made certain representations, supported by written documentation from principal investors in the Project, that the Project is not a viable enterprise apart from the assistance provided under Section 6C of Article X of the Oklahoma Constitution and implemented by the Local Development Act, at Title 62, §§ 850 *et seq.*, of the Oklahoma Statutes (the “**Local Development Act**”); and

WHEREAS, City has undertaken to create a tax increment district as provided in Ordinance No. 725, adopted on January 17, 2017, and in accordance with and under the terms of said Local Development Act (the “**District**”); and

WHEREAS, in connection with the transfer by Developer of commercial sites out of the Project to Subsequent Owners, the obligations and benefits of this Agreement to Developer shall not also be transferred unless agreed to, in writing, by both Developer and the City and

WHEREAS, should Developer, during the term of this Agreement, agree to transfer all or part of its obligations and benefits hereunder to a Subsequent Owner, Developer shall execute, and shall require the Subsequent Owner to execute, written acknowledgement, to be approved by the City prior to execution, that such Subsequent Owner shall assume all duties and obligations, and shall receive all benefits, powers and rights, ascribed to Developer under the terms and conditions of this Agreement (the term “Developer” shall be read to include, as applicable, any such Subsequent Owner(s)); and

WHEREAS, the City desires to encourage and assist the Project in order to obtain the benefits of Sales Tax and utility revenues, to promote the general welfare of the City, and to apportion fifty percent (50%) of the benefit of Ad Valorem Tax increases to all taxing jurisdictions within the proposed District, as more thoroughly set forth herein, by offering to the Developer the financial assistance authorized by the Local Development Act, subject to terms and conditions set out in this Agreement.

THEREFORE, the City and Developer, in consideration of the foregoing premises and as further set forth in this Agreement, hereby agree as follows:

1. PURPOSE

The purpose of this Agreement is that the City may facilitate and assist the Project by enabling Developer to develop and sell suitable sites for the Businesses at a time and place earlier than would otherwise be feasible without reimbursement of a portion of Ad Valorem and Sales Tax revenues (as defined in Section 4 of this Agreement) generated by the Businesses to offset a portion of the costs of public infrastructure necessary to serve the Businesses.

2. MUTUAL CONSIDERATION

- A. Consideration to Developer is that the Developer will be enabled to undertake all public infrastructure costs associated with construction and start-up of the Project, with the assurance that a portion of such acquisition, construction and start-up costs will be recouped in the form of reimbursement from Ad Valorem and Sales Tax increments, as provided in accordance with the Local Development Act.
- B. Consideration to the City is that the Project will provide needed commercial and retail development within Tulsa County as well as within the City. Receipts from Ad Valorem and Sales Tax increments will exceed that portion of such increments which are pledged to reimbursement of Developer. Related infrastructure improvements, utility revenues and payment to the City of all requisite fees for building and related permits, and any collateral benefits would be unattainable without the proposed reimbursement.

3. SCOPE OF BENEFIT CONFERRED

The Project will, in its entirety, be solely funded by equity investments and debt of the Developer, with no direct assistance from the City, and all required permitting fees shall be paid as accrued. Subject to all applicable requirements of the Oklahoma Constitution and the Local Development Act, and solely for the purpose of obtaining for the City the foregoing benefits, the City will provide to Developer the reimbursement of a portion of Ad Valorem Increments and Sales Taxes collections generated, collected and remitted, derived from the Project, including the Businesses, in amounts and subject to conditions set forth in Section 4 of this Agreement.

4. REIMBURSEMENT OF A PORTION OF THE INCREMENT OF AD VALOREM TAXES AND A PORTION OF SALES TAXES GENERATED BY THE PROJECT

Payment to Developer by the City in the form of reimbursement of a designated portion of Ad Valorem Increments and Sales Tax revenues shall occur as follows:

- A. The parties intend that 50% of additional Ad Valorem tax increments generated within the District, over and above taxes on the base assessed value of property within the District, (“Ad Valorem Tax Increments”) will be apportioned to reimburse Developer for qualified Project Costs, as that term is defined in the Local Development Act and as such are generally identified on **Exhibit B** to this Agreement, until the earlier of ten years from the commencement date of the District or when such Ad Valorem Tax Increment apportionments, together with Sales Tax Increments as set forth in subsection 4.D. and irrespective of the proportion of either Ad Valorem Tax Increments or Sales Tax Increments to the aggregate, have reached a maximum amount. of \$5,000,000.
- B. The sole source of funds for reimbursement to Developer of Ad Valorem Tax Increments will be derived from that portion (“Increment”) of Ad Valorem Taxes which is in excess of the amount of such taxes that are produced by the levy at the rate fixed each year by or for each Ad Valorem taxing jurisdiction upon the base assessed value of the District as set prior to the Commencement Date of the Project, as defined herein.
- C. Reimbursement by the City to Developer from Ad Valorem Tax Increments will not commence before the beginning (January 1) of the first full calendar year following the calendar year in which eligible Project Costs (as that term is defined in the Local Development Act) are expended upon taxable improvements to the District. For purposes of this Agreement, such “**Ad Valorem Commencement Date**” is established as January 1, 2019. For purposes of this Agreement, reimbursements from Ad Valorem Tax Increments will discontinue with the Ad Valorem tax assessments occurring in January of 2029 (“**Ad Valorem Termination Date**”), unless earlier terminated due to aggregate reimbursements, including Ad Valorem Tax Increments and Sales Tax Increments as set forth in subsections E, F, G and H of this Section 4, reaching the maximum reimbursement amount of \$5,000,000.
- D. The City will make reimbursements from Ad Valorem Tax Increments to Developer described in this Section 4 on a biannual basis, corresponding to Ad Valorem payments in December of each tax year and March of the next.
- E. The parties also intend that two cents of the City's unrestricted three cents sales taxes generated by the Businesses, there being no sales tax generated prior to implementation of the Project Plan, (“**Sales Tax Increments**”) will be apportioned to reimburse Developer for qualified Project Costs, as that term is defined in the Local Development Act, until the earlier of ten years from the commencement date of the District or when such Sales Tax Increment apportionments, together with Ad Valorem Tax Increments as set forth in subsection 4.A. and irrespective of the proportion of either Sales Tax

Increments or Ad Valorem Tax Increments to the aggregate, have reached a maximum amount of \$5,000,000.

- F. The sole source of funds for reimbursement to Developer of Sales Tax Increments will be derived from Sales Tax revenues that are paid by the Businesses to the City, through its contract with the Oklahoma Tax Commission, and coming from the levy of two cents of the City's unrestricted three cents sales taxes on all non-exempt sales generated by the Businesses within the District. to provide revenues for the support of the functions of the municipal government of the City and as generated by taxable retail sales of the Businesses (the "**Sales Tax**"). The City shall not be liable for any errors or delays of payment as received from the Oklahoma Tax Commission.
- G. Reimbursement by the City to Developer from Sales Tax Increment revenues will not commence before the end of the first full fiscal quarter following the first submission of Sales Tax revenue payments to the City by the Businesses. Fiscal quarter shall mean a three-month increment corresponding to the municipal fiscal year of July 1 through June 30. Thus, fiscal quarters are July-September; October-December; January-March; and April-June. For purposes of this Agreement, Sales Tax reimbursements will be payable from Sales Tax revenue submissions for the fiscal quarter commencing on January 1, 2019, ("**Sales Tax Commencement Date**") and will terminate with reimbursements made from Sales Tax revenue submissions for the fiscal quarter ending December 31, 2028 ("**Sales Tax Termination Date**") unless earlier terminated due to aggregate reimbursements, including Sales Tax Increments and Ad Valorem Tax Increments as set forth in subsections A, B, C and D of this Section 4, reaching the maximum reimbursement amount of \$5,000,000.
- H. No Sales Tax receipts will be generated or remitted by the Businesses, nor collected by the City, prior to the issuance of a certificate of occupancy for any Business in the District.
- I. The City will make reimbursements from Sales Tax Increments to Developer on a quarterly basis. Payments will be made by the City at the end of the month immediately following the end of the fiscal quarter in which Sales Taxes paid by the Business are received by the City from the Oklahoma Tax Commission.
- J. This Agreement shall be automatically terminated and rendered null and void, and the City shall not be liable for any Ad Valorem Increment or Sales Tax reimbursements to Developer if Developer does not commence construction of the Project within 180 days from the Effective Date of this Agreement.
- K. In no case, shall the Term of this Agreement extend beyond the earlier of the receipt by the Developer of an aggregate of \$5,000,000 in reimbursement of eligible Project Costs or December 31, 2028, except in the event of necessity to apportion either of Ad Valorem or Sales Tax Increments levied and due before December 31, 2028, but not collected and/or apportioned prior to that date for any reason.
- L. In no case, and notwithstanding any other provision of this Agreement, shall reimbursements from Ad Valorem Tax Increments and/or Sales Tax Increments,

singularly or in the aggregate, exceed the amount of Developer's qualified Project Costs expended by the Developer for purposes set forth in this Agreement (“**Final Actual Project Costs**”). If such Final Actual Project Costs aggregate to less than the \$5,000,000 maximum reimbursement set forth in subsection 4.K, the City shall be liable only for payments up to the amount of Final Actual Project Costs and Developer shall be liable for the refund of any payments made in excess of such Final Actual Project Costs. Developer shall report to the City at least once per every fiscal quarter through the termination of this Agreement, in a form that shall be mutually agreed upon by the Parties, the amounts expended that quarter and to date for each of the qualified Project Costs identified in **Exhibit B** to this Agreement. The parties hereto acknowledge that the amount for each Project Cost item reflected on Exhibit B is Developer's best estimate as of the Effective Date of this Agreement. The amount for each item may be greater or lesser than the estimated amount, provided that (i) the total reimbursement to Developer shall not exceed the total Project Costs as shown on Exhibit B to this Agreement; and (ii) no category of work not shown on **Exhibit B** may be added to Project Costs for work shown on Exhibit B without the agreement, in writing of both parties.

- M. The City and Developer acknowledge and agree that it is the intent and expectation of the parties to this Agreement that Developer shall undertake all expenses associated with the permitting, development and operation of the Project with the further intent that Developer will sell or otherwise transfer the developed sites out of the Project to Subsequent Owners.
- N. The City and Developer further acknowledge and agree that it is the intent and expectation of the parties to this Agreement that Developer, or any successor or assignee of Developer, shall comply in all respects with requirements of the **Public Competitive Bidding Act of 1974, Title 61 O.S. §§ 101, et seq., as the same may be amended, (the “PCBA”)** to the full extent and effect as would apply to the City with respect to any “public construction contract,” as that term is defined in the PCBA and as further defined herein to include the undertaking of any construction contract resulting in any “public improvement,” as that term is defined in the PCBA, to be funded with Ad Valorem or Sales Tax Increments as a qualified Project Cost. Unless otherwise provided by law, all public construction contracts exceeding the dollar threshold established by the PCBA at the time of contracting shall be let and awarded to the lowest responsible bidder, by open competitive bidding after solicitation for sealed bids, in accordance with the provisions of the PCBA of 1974. No work shall be commenced until a written contract has been submitted to and approved by the City Council, and is executed and all required bonds and insurance have been provided by the contractor to the Developer, or any successor or assignee of Developer, and to the City.

5. LIMITATION WITH RESPECT TO SALES TAX INCREMENTS

The parties acknowledge that, under the Oklahoma Constitution and applicable Oklahoma statutes, the City may not obligate itself to appropriate or otherwise allocate any existing or future tax or other monies belonging to the City for the purpose of making the reimbursements contemplated by this Agreement in any future fiscal year, but only on a current fiscal year basis. Because the City does not collect, and has not pledged under this Agreement, any ad valorem taxes, this limitation applies only to Sales Tax Increments as defined and applied in accordance with Section 4, subsections E. – I. of this Agreement. Notwithstanding this limitation, the parties further acknowledge that the City has represented its willingness to, and has expressed a good faith, reasonable expectation that it will, take all such actions as may reasonably be necessary to accommodate and facilitate the City's performance under this Agreement with respect to reimbursement of Project Costs from Sales Tax Increments; provided that the City shall not be deemed in default of this Agreement for any failure of either party to perform necessitated solely by failure or refusal of the City Council to appropriate or allocate funds generated by sales tax revenues necessary for performance. Should the funding of reimbursement by the City to Developer from Sales Tax Increment revenues provided by this Agreement not be approved by the City Council for any fiscal year during the Term of this Agreement, as defined in Section 4.G., the Agreement shall terminate and become null and void with respect to, and only with respect to, Sales Tax Increments. All provisions pertaining to Ad Valorem Tax Increments shall remain in force and unaffected by any such decision of the Council.

6. AUTHORITY TO ENTER INTO AGREEMENT

The parties represent each to the other, by execution of this Agreement by the undersigned representatives identified below, that they have, through their authoritative boards or by such other actions as may lawfully be required, been authorized to enter into this Agreement; that the undersigned representatives have been duly authorized to execute this Agreement on behalf of each respective party; and that such authority has been granted on the basis of full and frank disclosure of all negotiations by and between the parties.

7. DISPUTE RESOLUTION

The parties hereto understand, agree and covenant each with the other, that in the event of any dispute or disagreement which the parties cannot mutually resolve by discussion and settlement, each party waives its right to trial by court or trial by jury and consents to resolve the dispute through arbitration under the guidelines of the American Arbitration Act. Should such disagreement or dispute arise, and if not settled within 60 days from the date that notice of such disagreement or dispute is delivered to either party, either party shall have 30 days to advise the other of its intention to present the matter to binding arbitration. If, at the end of those 30 days, the matter remains unresolved, then either party will have 30 days thereafter to request binding arbitration with the American Arbitration Association.

8. COMPLIANCE WITH APPLICABLE LAWS; GOVERNING LAW

The parties to this Agreement agree that the laws of the State of Oklahoma, and any applicable municipal ordinances of the City, shall govern the validity, construction, interpretation, and effect of this Agreement. In the event of conflict between any law of the State and any ordinance of the City, the law of the State shall be applied. Developer agrees to construct and operate the Project in compliance with all applicable federal, state, and local regulations and laws. **This shall apply particularly, but without limitation, to compliance with the Public Competitive Bidding Act of 1974, as provided in Section 4.N. of this Agreement.** Failure to comply with this Section 8 by Developer shall be deemed an event of default pursuant to Section 9 of this Agreement.

9. EVENTS OF DEFAULT

A. Developer shall be in default of this Agreement if any of the following events occur:

- Developer fails to obtain a valid earth change permit within 180 days of the Effective Date and commence construction of the Project within an additional 180 days thereafter;
- Developer is in default of Section 8 of this Agreement; or
- Developer or any Businesses owned by Developer fail to remit to the City Sales Tax revenues derived from said Businesses in a timely manner or fails to pay Ad Valorem taxes on Project property owned by Developer assessed in a timely manner.

If any of the foregoing events of default occur, the City (acting by the City Manager or his designee, the “**City Manager**”) may issue written notice to Developer advising Developer that it has thirty (30) days to cure such default. If Developer is unable or refuses to cure such default within the 30-day cure period, Developer shall submit to the City Manager Developer written verification that corrective action has been taken or will be taken by a date certain or written reasons that Developer believes mitigate or obviate the event of default. In the event Developer fails to cure such default within the later of (a) thirty (30) days from the date it receives the foregoing notice from the City Manager or (b) such later date as may be agreed to by Developer and the City Manager. City Manager may at any time thereafter issue a notice to Developer advising Developer that it is in breach of this Agreement and the City has elected to terminate this Agreement (the “**Termination Notice**”), whereupon this Agreement shall become null and void as of the date set forth in the Termination Notice, after which neither party shall have any further obligation to the other. The sole remedy of the City in the event of a default by Developer is the termination of this Agreement.

B. The City shall be in default of this Agreement if the City fails to make payment of any Ad Valorem Increment payment or Sales Tax Increment payment as reimbursements due hereunder to Developer, as applicable, in accordance with the schedule and amounts provided by this Agreement and the Project Plan, except as limited by Section 5 of this Agreement. In the event the event of default by the City occurs, Developer may issue written notice to the City advising the City that it has thirty (30) days to cure such default. In the event the City fails to cure such default within thirty (30) days from the date it

receives the foregoing notice from Developer, then Developer may proceed against the City to collect all amounts due Developer subject to the limitations of this Agreement.

10. FORCE MAJEURE

The time frames for performance of either party hereunder shall be extended if such performance is delayed due to a catastrophe, riot, war, governmental order or regulation, strike, act of God or other similar contingency beyond the reasonable control of such party or its agents or contractors, except to the extent that such party fails to exercise reasonable measures to mitigate such delay.

11. ASSIGNMENT OF AGREEMENT

No assignment of this Agreement, nor of any right accruing under this Agreement, shall be made in whole or in part by either party without the express written consent of the other. Such consent to any assignment by the Developer to a Subsequent Owner shall be subject to the conditions set forth in this Agreement.

12. BINDING EFFECT

Except as otherwise provided by Section 5, the provisions, covenants, terms and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors and assigns.

13. AMENDMENT OF THE AGREEMENT

No modification or amendment of this Agreement shall be effective unless it is in writing, approved by duly authorized representatives of both parties, and signed by duly authorized representatives of the City and Developer. A signed original of such modification or amendment shall be attached as an exhibit to the original Agreement and shall be deemed incorporated herein by reference, with signed copies retained by the parties.

14. ENTIRE AGREEMENT; MERGER CLAUSE: PREVIOUS AGREEMENTS SUPERSEDED

This Agreement constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, if any, are without effect in the construction of any provision or term of this Agreement and for any other purpose.

15. NOTICE

A letter or other postal communication, properly addressed and sent by first class mail, certified mail, or registered mail, to either party at the address provided below shall constitute sufficient notice whenever written notice is required for any purpose of this Agreement. Other forms of notice, such as email or fax, are acceptable but shall be effective to meet a notice requirement

only if receipt is acknowledged by the receiving party. Notice is deemed to have been given as required when received or five days after verified delivery, whichever is earlier.

Address for notices to City:

City of Glenpool
Roger Kolman, City Manager
12205 S. Yukon Ave
Glenpool, OK 7403

Address for notice to Developer:

Ford Development Corporation
Attention: Rex Robertson
16400 N. Dallas Parkway, Suite 140
Dallas, TX 75248

16. CONFIDENTIALITY REQUIREMENTS

Developer and the City acknowledge that, during the Term of this Agreement, as defined in Section 4.G., either party may or will have access to and receive information, records, files, data, or other materials of any description without limitation (individually or collectively, "Confidential Information") relating to business of the other party or that the other party considers and treats as confidential or proprietary in nature. Each party therefore agrees that it will not directly or indirectly disclose any such Confidential Information owned by or in the possession or control of the other to any unauthorized person, or use any such Confidential Information for any unauthorized purpose.

17. RECORDS AND AUDITS

Developer acknowledges that the City may be subject to audit of its records pertaining to the transactions contemplated by this Agreement by State or federal governmental authority. Therefore, Developer shall retain in its own records all books, documents, papers, records and other materials prepared by Developer or provided by the City to Developer in conjunction with or related to this Agreement for at least three years following termination of this Agreement. Developer shall, as often as the City reasonably deems necessary, permit authorized representatives of the City, State, or federal government to have full access to and the right to examine fully all such materials in the possession or under the control of Developer to the extent related to this Agreement.

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IN WITNESS WHEREOF, the parties, by the undersigned duly authorized representatives, hereto affix their signatures and seals as of the dates indicated, the last such date being the Effective Date of this Agreement.

CITY OF GLENPOOL,
A municipal corporation

DATE EXECUTED

By: _____
Timothy Lee Fox, Mayor

Attest:

By: _____
City Clerk, Susan White

[SEAL]

Approved as to form:

By: _____
City Attorney, Lowell Peterson

GLENPOOL INDUSTRIAL AUTHORITY,
An Oklahoma public trust

By: _____
Timothy Lee Fox, Chair
Board of Trustees

Attest:

By: _____
Trust Clerk, Susan White

[SEAL]

Approved as to form:

By: _____
Trust Attorney, Lowell L. Peterson

FORD DEVELOPMENT CORPORATION,
A Texas corporation

By: _____
Rex F. Robertson, Its President

Date

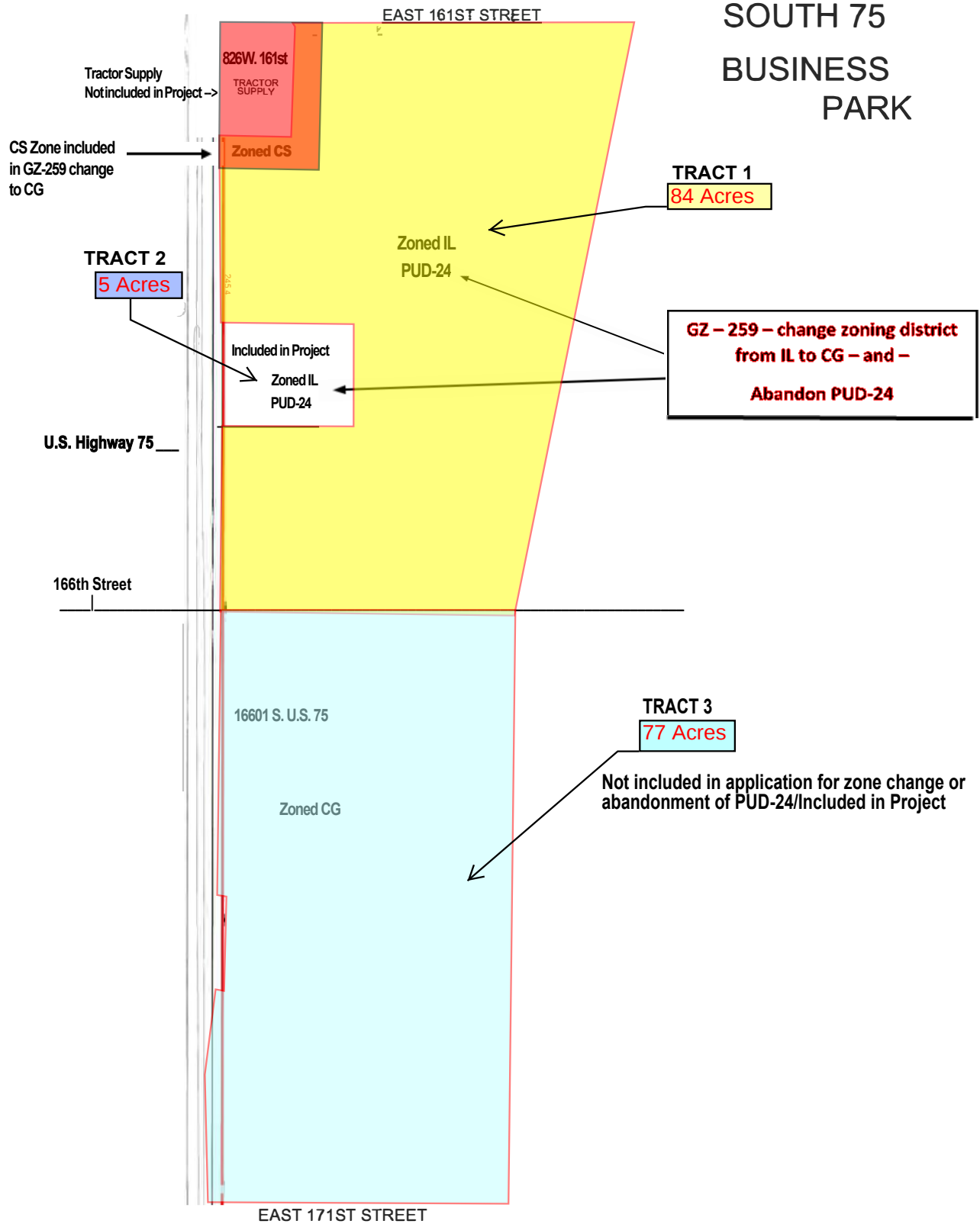
EXHIBITS

A – Property Legal Description/Graphic Depiction

B – Qualified Project Costs

EXHIBIT A - GRAPHIC

**SOUTH 75
BUSINESS
PARK**



**EXHIBIT A -
LEGAL DESCRIPTION OF INCREMENT DISTRICT/ PROJECT AREA**

Tract 1 Approximately 84 acres)

A tract of land that is part of the Northwest Quarter (NW/4) of Section Twenty-Six (26), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, said tract of land being described as follows:

COMMENCING at the Northwest Corner of said Northwest Quarter (NW/4); Thence N 89 degrees 57'58" E along the Northerly line of said Northwest Quarter (NW/4) for 45.75 feet to the Point of Beginning of said tract of land; Thence continuing N 89 degrees 57' 58" E along said Northerly line for 1769.32 feet; Thence S 09 degrees 32'46" W for 2680.09 feet to a point on the Southerly line of said Northwest Quarter (NW/4); Thence S 89 degrees 57'06" W along said Southerly line for 1330.03 feet to a point, said point being N 89 degrees 57' 06" E a distance of 43.25 feet from the Southwest corner of said Northwest Quarter (NW/4); Thence N 00 degrees 06'44" E for 1000 .20 feet; Thence S 89 degrees 52'46" E for 660.00 feet; Thence N 00 degrees 06'44" E and parallel with the Westerly line of said Northwest Quarter (NW/4) for 330.00 feet; Thence N 89 degrees 52'46" W for 660.00 feet; Thence N 00 degrees 06'44" E for 1312.85 feet to the POINT OF BEGINNING, Save and except Lot One (1), Block One (1), South 75 Business Park - Phase 1, a Subdivision in the City of Glenpool, Tulsa County, State of Oklahoma, according to the recorded Plat No. 6273.

Tract 2 (approximately 5 acres)

A tract of land in the Northwest Quarter (NW/4) of Section Twenty-Six (26), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows, to-wit:

COMMENCING at the Northwest Corner of said Section Twenty-six (26); Thence due South 1312.73 feet along the West boundary of said Section Twenty-six (26); Thence S 89 degrees 56' 13" E 44.52 feet to a point on the East boundary of U.S. Highway 75 Right of Way, said point being the POINT OF BEGINNING; Thence S 89 degrees 56' 13" E 660 feet; Thence S 00 degrees 03' 17" W 330 feet; Thence N 89 degrees 56' 13" W 660 feet to a point on the East Right of Way boundary of U.S. Highway 75; Thence N 00 degrees 03' 17" E 330 feet along the East boundary of U.S. Highway 75 Right of Way to the POINT OF BEGINNING.

Tract 3 (approximately 77 acres)

The Northwest Quarter of the Southwest Quarter (NW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) of Section Twenty-Six (26), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

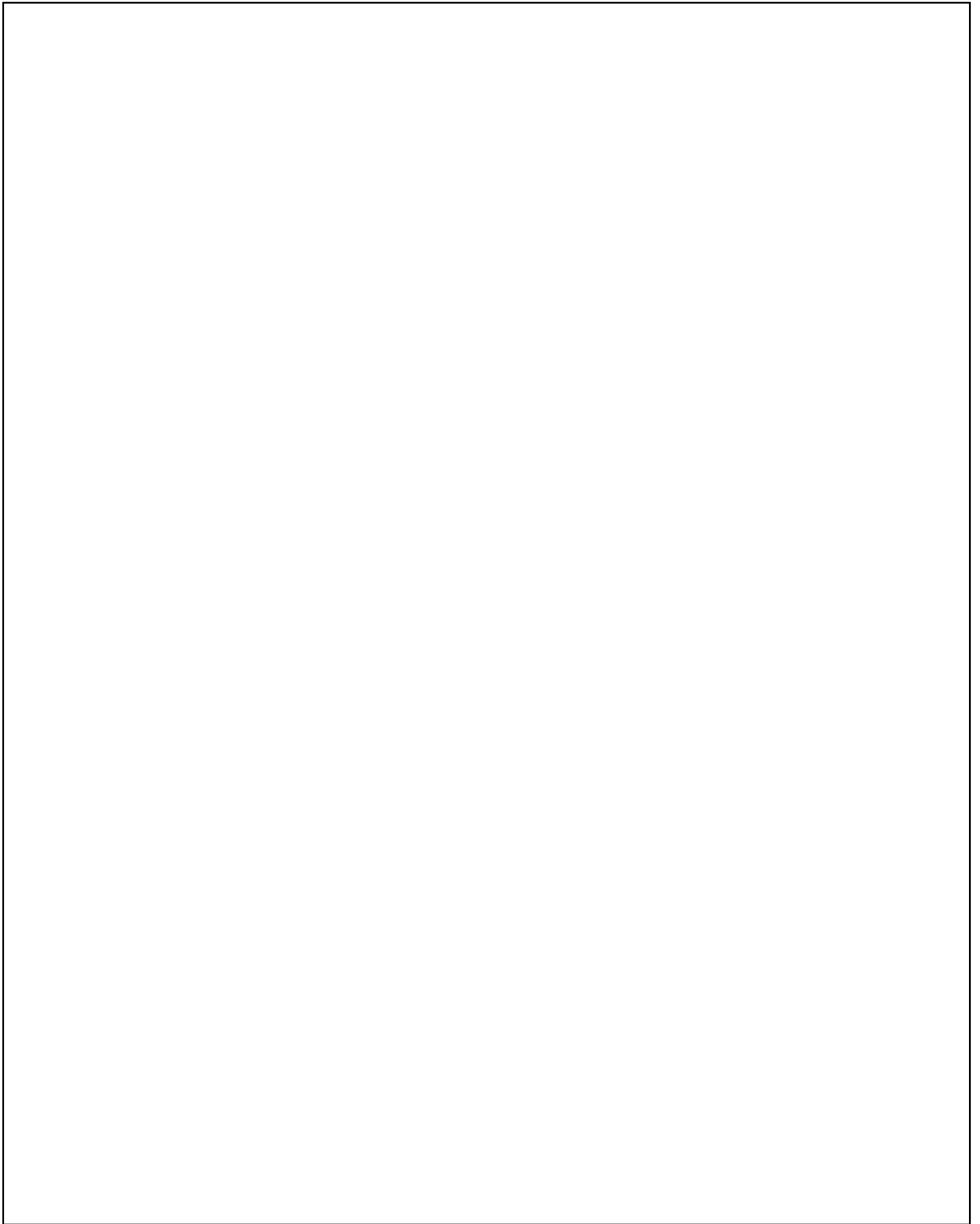


EXHIBIT B - QUALIFIED PROJECT COSTS

South 75 Business Park Increment District

Projected Development Costs re: Proposed TIF

I. Tanner Cost Estimate:

Grading	1,889,976	
Paving	635,874	
Storm Sewer	730,204	
Sanitary Sewer	228,302	
Water	330,615	
Erosion Control	<u>53,454</u>	
		3,868,425

2. Proposed J-Turn	400,000
3. Engineering/surveying fees	100,000
4. Landscaping	100,000
5. Legal fees re: establishment of the TIF District	30,000
6. Administrative fees - Glenpool Industrial Authority (\$10,000/year x 10 years)	100,000
7. Financing costs/interest expense	<u>401,575</u>
Total	5,000,000