

**NOTICE
GLENPOOL CITY
COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:30 p.m. on Monday, April 18, 2016, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

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

AGENDA

- A) Call to Order - Timothy Lee Fox, Mayor**
- B) Roll call, declaration of quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor**
- C) Invocation – Father Sam Gordin, Anglican Church of the Resurrection**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) Chamber of Commerce Report -- T. A. Hollis, Chairman**
- F) City Manager Report – Roger Kolman, City Manager**
- G) Mayor Report – Timothy Lee Fox, Mayor**
- H) Council Comments**
- I) Public Comments**
- J) Recognition of Employee of the Month -- Timothy Lee Fox, Mayor**
- K) Scheduled Business**
 - 1) Discussion and possible action to approve minutes from April 4, 2016 meeting.**
(Susan White, City Clerk)
 - 2) Public hearing for the purpose of receiving comment and recommendations on suggested projects for the 2016 Community Development Block Grant (CDBG) application.**
(Rick Malone, City Planner)
 - a) Open public hearing - Timothy Fox, Mayor**
 - b) Facilitate public comments - Rick Malone, City Planner**
 - c) Close public hearing - Timothy Fox, Mayor**
 - 3) Discussion and possible action to adopt Resolution No. 16-04-02, A Resolution Of The City Of Glenpool Approving The City Of Glenpool's Application To The Tulsa County Urban County Community Development Block Grant (2016) In The Amount Of \$73,412.21 For The**

Purpose Of Funding The Construction Of Upgrades To The Glenpool Senior Center, And Approving An Expenditure Of \$8,156.90 Of Matching Funds For A Project Total Of \$81,569.00.

(Rick Malone, City Planner)

- 4) Discussion and possible action on Lease Agreement of the City of Glenpool with William Joseph Nozak, CEO of Nozak-Nix Shaved Ice & Java d/b/a Harper's Hut, to Lease Black Gold Park Concession Stand under the terms and conditions set forth therein for a term of one year.
(Lynn Burrow, Community Development Director)
- 5) Discussion and possible action to approve the purchase and installation of traffic signal control equipment and a battery backup system from SignalTek in an amount not to exceed \$36,325 related to the traffic signal at 141st Street and U.S. Highway 75.
(Lynn Burrow, Community Development Director)
- 6) Discussion and possible action to enter into a contingent reimbursement agreement between the City of Glenpool and 2SP Partners, LLC regarding the development of a Chicken Express restaurant in Glenpool, Oklahoma.
(Roger Kolman, City Manager)
- 7) Discussion and possible action to adopt a budget calendar for the FY 2016-2017 annual city budget.
(Julie Casteen, Finance Director)
- 8) Discussion and possible action to approve the essential points of an agreement by and between the City of Glenpool and the Glenpool Utility Services Authority (together, "Glenpool") and Rural Water District No. 2, Creek County ("Creek-2") for the purpose of collaborating to provide potable water service and fire suppression service to developments of property that are identified as "Reserved Creek-2 Water Customers" in the Agreement of Compromise, Settlement and Release, entered into by and between Glenpool and Creek-2 and dated May 11, 2015; authorizing the City Attorney to complete negotiations of a final agreement, provided that it shall be consistent with said essential points; and authorizing the Mayor to execute said agreement when finalized to the satisfaction of the attorneys for both parties. .
(Lowell Peterson, City Attorney)
- 9) Discussion and possible action to schedule a public hearing regarding planning and zoning cases GZ 255 and PUD 33 to be held on May 2, 2016.
(Rick Malone, City Planner)

L) Adjournment

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

Signed: _____
City Clerk



Glenpool Chamber of Commerce

Monthly Executive Report for April 2016

Member Statistics		Contacts made:				
	Actual New Members	In Person	Phone	Email		
Potential Membership	4	6	15	25		
New Members Glenpool Police Dept (FOP), Glenpool Fire Fighters(Local 2990), Mercy Regional,(EMS), Standley Systems						
	Actual Current Membership	In Person	Phone	Email		
Current Membership	211	10	20	30		
Drop:						
Luncheon Attendance: Actual Attendance- Jan- 62, Feb-47, March- 67 April-97						
		Contacts made:	In Person	Phone	Email	
Economic Development						
Multiple phone calls/casual visits with business prospects for relocation or expansion in Glenpool Business retention and expansion visits with city manager -						
		Contacts made:	Ribbon Cuttings	In Person	Phone	Email
Community Marketing-Events		GPD/FOP, GFD/Local 2990				
City Council Meeting – 4/4/16 Glenpool Trash Off Day—4/9/16 7am-12pm, Organized & Attended, Exec Asst- Kim Webb Glenpool Chamber Luncheon, 4/13/16, Organized & Attended, Exec Asst- Kim Webb Food Sponsor-Santa Fe, Speakers: Dr Tressler, Lynn Pike, Dru Tate, Marvin Manns,(Katy Kingsfather), Michelle Stonecypher Ambassador Committee meeting – 4/8/16 Planning Commission 4/11/16 Glenpool Chamber Board Meeting –4/20/16 City Council Meeting –4/18/16 Black Gold Classic—4/29/16 New Member Prospect Meeting w/ Kathy Beck, Chick-fil-A 12-1, Organized & Attended, Exec Asst-Kim Webb TA Hollis Board Chair Attendance: Crystal City Cook out with Southwest Tulsa Chamber, 50th Anniversary Party for Tulsa County Golden Driller, Collinsville Chamber Regional Visit, Both Glenpool Town Hall Meetings, Discover Tour w/ Bixby Metro Chamber, Ex Comm, interviews for Ex Director, which is narrowed down to 2 candidates						

What we've been up to:

4-1-16--- Ambassador Meeting & GFD Golf Tourn

4-4-16---City Council

4-5-16—City General Election on 3 Propositions(Passed)

4-9-16—Glenpool Chamber Trash Off

4-13-16--April Monthly Luncheon

4-18-16—City Council

4-29-16---BGC (Chamber Golf Tourn

4-30-16---Glenpool Car Show

4-20-16—April Board Meeting

4-23-16—City Wide Garage Sale



April 13, 2016

Dear Kim,

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

Since the time you began working at the city, you have displayed great enthusiasm to learn and grow professionally. You continuously look for ways to improve the level of customer service at the utility department and if a problem arises, you work tirelessly to get it resolved. Your willingness to go the extra mile by staying late or working holidays to get billing out on time has not gone unnoticed.

We appreciate the effort and the time you have put into learning the new ETS software, there were glitches with this process but you went above and beyond to correct the issues with customer accounts. You continue to exceed your normal job duties and you work hard to ensure the utility department runs smoothly.

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

Sincerely,

Timothy Lee Fox

Mayor, City of Glenpool

MINUTES

CITY COUNCIL MEETING

April 4, 2016

The Regular Session of the Glenpool City Council was held at 6:32 p.m., Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present: Jennifer Ballew, Councilor; Patricia Agee, Councilor; Momodou Ceesay, Vice Mayor; and Timothy Fox, Mayor. Brandon Kearns, Councilor was absent.

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

Also present were: Rev. Bodie Sanders, Landing Church, and Spencer Gainey, Greater Tulsa Assn. of Realtors

- A) Mayor Fox called the meeting to order at 6:32 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Rev. Bodie Sanders offered the Invocation.**
- D) Mayor Fox led the Pledge of Allegiance.**
- E) Glenpool Conference Center Report – Lea Ann Reed**
 - Mrs. Reed demonstrated recently acquired event planning software. She commented that it will be very helpful for both client planning and event set-up by staff.
- F) Community Development Report – Lynn Burrow, Community Development Director**
 - Lynn Burrow offered an update on the water tower project currently underway. The construction is going very well and its completion is predicted several months ahead of schedule. Mr. Burrow also updated the City Council on the progress of various private and public construction projects throughout the city; provided an update on the number of residential and commercial building permits issued in March; as well as activities in the Planning, Building, and Code Enforcement Departments.
- G) Treasurers Report – Julie Casteen, Finance Director**
 - Julie Casteen, Finance Director presented a February financial data analysis of all funds, highlighting trends and comparisons to last year.
- H) City Manager Report – Roger Kolman, City Manager**
 - Mr. Kolman announced the Chamber of Commerce Trash Off Day is slated for April 9, 7 a.m. to 12 p.m. at Black Gold Park.
 - April 30th Glenpool will host its Second Annual Car Show on 141st Street. Registration begins at 8 a.m. and the show will be held from 10 a.m. to 2 p.m. Mr. Kolman encouraged citizens to plan to take alternative routes for all thru traffic.

- The Chamber of Commerce is already at work on the Black Gold Days festival to be held mid-June. Mr. Kolman encouraged citizens interested in volunteering to assist with the event should contact the Chamber of Commerce.
- Mr. Kolman reminded the audience that April 5 is Election Day. Propositions identified in the MoveGlenpoolForward campaign will appear on the ballot. He encouraged everyone to exercise their right to vote.

I) Mayor Report – Timothy Fox, Mayor

- Mayor Fox reiterated Mr. Kolman's plea for everyone to get out and vote tomorrow.
- He announced that he had attended the Citizen's United meeting last week.
- He had attended Mayor Bartlett's campaign kick-off and had an opportunity to emphasize to Mayor Bartlett that "a strong Tulsa translates to healthy suburban cities."

J) Council Comments

- None.

K) Public Comments

- Spencer Gainey with Greater Tulsa Association of Realtors introduced himself as the newest regional representative and announced that he is looking forward to getting involved in activities of the area.

L) Scheduled Business

1) Discussion and possible action to approve minutes from March 7, March 21, and March 22, 2016 meetings.

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

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

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

2) Discussion and possible action to approve and adopt Resolution No. 16-04-01, A Resolution Proclaiming April 2016 As Fair Housing Month In The City Of Glenpool, Oklahoma.

Rick Malone, City Planner presented the Resolution for Council approval. He explained that adoption of a Fair Housing resolution is mandated through the CDBG application process. Mr. Malone advised Councilors that at the next regular meeting Councilors will have an opportunity to authorize an application for CDBG funding.

MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to approve and adopt Resolution No. 16-04-01 as presented.

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

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

- 3) **Discussion and announcement of public hearing to be held April 16 18, 2016, for the purpose of receiving public recommendations on suggested projects for the 2016 Community Development Block Grant (CDBG) application.**

Mr. Malone announced that a public hearing would be conducted as part of the CDBG application process at the next regular meeting on April 18, 2016. Susan White, City Clerk pointed out a scrivener's error on the agenda item, incorrectly identifying the public hearing date as April 16 and agreeing with Mr. Malone that the correct date is Monday, April 18, 2016.

- 4) **Discussion and possible action to approve a certain Privately Funded Public Improvements Agreement between and among the City of Glenpool, the Glenpool Utility Services Authority and St. Francis Hospital South, LLC, for the purpose of effecting a cost- sharing mechanism with respect to the construction of water lines to be connected to the new water storage tower in progress at 156th Street South east of US Highway 75, and authorizing the Mayor to execute such agreement, and further authorizing the City to take such other actions as may be necessary and appropriate to ensure implementation of the Agreement.**

Mr. Lowell Peterson described the cost sharing arrangement negotiated with and agreed upon by Saint Francis Hospital South, LLC. The arrangement provides for Saint Francis to pay final costs of water line extension to provide domestic water service and adequate emergency fire flow volumes to properties located south of 151st Street, including the site of the new Saint Francis hospital facility. Saint Francis will recover their cost from beneficiaries of the water line as they locate in the vicinity and tie into the line.

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

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

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

- 5) **Discussion and possible action to enter into a construction contract with S & J Construction Specialists for certain improvements to the Senior Citizen Activities Building, at a cost not to exceed \$59,995.00.**

Lynn Burrow, Community Development Director presented a bid tabulation representing bids received for ADA improvement projects at the Senior Citizen Activity Building. The project was awarded CDBG funding in 2015. Fifty-two thousand, two hundred dollars of project costs will be paid through CDBG funds. S & J Construction submitted the lowest bid of \$59,995. If approved, \$7,795 of project costs will be funded through the General Fund Budget. Mr. Burrow recommended Council approval to enter into a contract with S&J Construction Specialists.

MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to enter into a construction contract with S & J Construction Specialists for improvements to the Senior Citizen Activities Building at a cost not to exceed \$59,995.00 and authorize expense of \$7,795 from General Fund.

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

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

- 6) **Discussion and possible action to enter into Executive Session for the purpose of discussing the employment, promotion, demotion, disciplining, resignation or retention**

of a salaried public employee pursuant to Title 25 Sec. 307(B)(1) of the Oklahoma Statutes (Open Meeting Act), *to wit*, the annual evaluation of the Glenpool City Manager and notice regarding renewal or termination of the current City Manager Employment Agreement, as provided respectively by sections 12.A. and 1.D. of said Agreement.

Lowell Peterson, City Attorney recommended Executive Session to discuss City Manager Employment Agreement.

MOTION: Councilor Agee moved, second by Vice Mayor Ceesay to enter into Executive Session at 7:24 p.m.

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

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

7) Discussion and possible action to reconvene in Regular Session.

MOTION: Councilor Agee moved, second by Vice Mayor Ceesay to reconvene in Regular Session at 7:46 p.m.

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

AGAINST: None

ABSENT: Councilor Kearns

Motion carried.

8) Discussion and possible action to renew the current City Manager Employment Agreement, in accordance with its terms, as affirmed or amended, for Fiscal Year 2016-2017.

MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to renew the current City Manager Employment Agreement, in accordance with its terms, as affirmed or amended, for Fiscal Year 2016-2017.

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

AGAINST: Mayor Fox

ABSENT: Councilor Kearns

Motion carried.

M) Adjournment.

- Meeting was adjourned at 7:48 p.m.

Date

Mayor

ATTEST:

City Clerk

**NOTICE OF CITY OF GLENPOOL
CDBG - COMMUNITY DEVELOPMENT BLOCK GRANT
FY 2016 NEEDS PUBLIC HEARING**

A Public Hearing will be held at 6:30 P.M. on Monday, April 18, 2016 at Glenpool City Hall in conjunction with the regularly scheduled City Council meeting to receive recommendations on non-housing community development needs for the City of Glenpool, as a member of the Tulsa County CDBG Urban County. The City of Glenpool is planning to submit a FY 2016 application to Tulsa County in the Competitive Cities category. If awarded funds, the City is anticipating on receiving approximately \$125,450 in Tulsa County FY 2016 CDBG funds from the U.S. Department of Housing and Urban Development. Citizens are requested to participate in the Hearing and express their views on community development needs and on the allocation of these funds within the City of Glenpool.

Recommendations received will be considered by the Glenpool City Council, the CDBG Urban County Policy Committee, and the INCOG staff in developing the 2016 Glenpool Urban County CDBG Competitive Cities application. Comments or proposals, where feasible, will be incorporated into the application to be submitted to the Tulsa County Clerk by April 29, 2016.

Anyone requiring special accommodations pursuant to *The Americans with Disabilities Act* should notify Susan White, City Clerk at (918) 322-5409.

Posted this 29th day of March 2016 at Glenpool City Hall.

By: _____
Susan White, City Clerk

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2016 TULSA COUNTY URBAN COUNTY**

RESOLUTION NO. 16-04-02

WHEREAS, the Housing and Community Development Act of 1974, as amended (24 U.S.C. 93-383 et seq.), (the "Act"), provides that Community Development Block Grant, ("CDBG"), funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income; and,

WHEREAS, CDBG Regulations 24 CFR 570.307(a) allow counties having a total combined population of 200,000 or more from the unincorporated areas and participating incorporated areas to qualify as an urban county; and,

WHEREAS, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, authorized the Secretary of Housing and Urban Development, as a representative of the United States of America, to grant to Tulsa County funds and administrative responsibility for the Tulsa County Urban County CDBG program; and

WHEREAS, a Cooperation Agreement between Tulsa County and the City of Glenpool has been executed for the purpose of participation in the Tulsa County Urban County Community Development Block Grant Program for Federal Fiscal Years 2014-2016; and,

NOW THEREFORE, BE IT RESOLVED by the City Council that the City of Glenpool desires to obtain assistance in addressing community development needs and hereby requests the Tulsa County Urban County CDBG program to provide assistance.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council that the City of Glenpool affirms its commitment to take all action within its power to facilitate the receipt of the assistance of community development funds, and upon receipt to administer said grant by the rules and regulations established by the United States of America, the State of Oklahoma, Tulsa County and all empowered agencies thereof.

ADOPTED this 4th day of April, 2016, at a regularly scheduled meeting of the governing body, in compliance with the Open Meeting Act, 25 O.S. §§ 301-314 (2001).

Timothy Lee Fox, MAYOR City of Glenpool

(S E A L)

Attest:
Subscribed and sworn to before me April 4, 2016

Susan White, City Clerk



To: HONORABLE MAYOR AND CITY COUNCIL
From: Lynn Burrow, Community Development Director
Date: April 18, 2016
Subject: Lease Agreement for the Leasing of the Black Gold Park Concession Stand

Background:

William Joseph Nozak, CEO of Nozak-Nix Shaved Ice & Java d/b/a Harper's Hut, leased and operated the Black Gold Park Concession Stand last year in accordance with a lease agreement that was effective from March 15, 2015, through October 31, 2015. This enterprise provided a valuable service to the public by making a concession stand available to residents of the City of Glenpool, their guests and others who may visit Black Gold Park. In addition, it provided oversight and routine maintenance to the premises. Mr. Nozak has offered to lease the concession stand again this year on essentially the same terms and conditions. He and I have discussed certain improvements that should be made in his operation. Mr. Nozak professionally operates a variety of concession and outlets in the metro area and has agreed to undertake those added responsibilities.

Staff Recommendation:

I recommend that the City Council approve and authorize the Mayor to execute the attached Agreement.

Attachments:

- Lease Agreement of the City of Glenpool with William Joseph Nozak, CEO of Nozak-Nix Shaved Ice & Java d/b/a Harper's Hut to lease Black Gold Park Concession Stand under the terms and conditions of the Agreement.

LEASE AGREEMENT

This Agreement ("Agreement") is made and entered into, and shall be deemed effective, as of the date it is executed by all undersigned parties, Lessor being the City of Glenpool, a municipal corporation, ("City" or "Lessor") and Lessee being William Joseph Nozak, CEO of Nozak-Nix Shaved Ice & Java d/b/a Harper's Hut ("Lessee").

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

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

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

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

- a) Premises: Black Gold Park Concession Stand at 305 W. 144th Street, Glenpool, OK 74033, together with adjacent restrooms and unlimited usage of the adjacent parking lot
- b) Lessor: City of Glenpool
- c) Lessor's Address: 12205 S. Yukon Avenue, Glenpool, OK 74033
Attn: Mr. Lynn Burrow
Telephone: 918-322-5409
Email: lburrow@cityofglenpool.com
- d) Lessee: William Joseph Nozak
- e) Lessee's Address for Notice Purposes: 1944 W. 50th Street, Tulsa, OK 74107
Telephone: (918) 671-6352
Email: Harpers.hut@gmail.com
- f) Effective Date: Date Agreement is approved and executed by both Lessor and Lessee
- g) Commencement Date of Lease: April 20, 2016
- h) Expiration Date: October 31, 2016, unless extended pursuant to this Agreement
- i) Term of the Lease: Commencement Date through Expiration Date, as the latter may be amended according to the terms of this Agreement
- j) Rent: Payment of rent shall be waived for in-kind services described in section 3 of this Agreement.
- k) Renewal Terms: This Agreement may be renewed for one or more consecutive annual periods following the Expiration Date, subject to negotiations of the parties with no obligation created by this Agreement.

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

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

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

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

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

- a) Offering snack food items and soft drinks for sale to the public during the following operating hours:
Monday – Thursday, 2 p.m. – 9 p.m.
Friday – 2 p.m. – 10:30 p.m.
Saturday – 12:30 p.m. – 10:30 p.m.
Sunday – 2 p.m. – 9 p.m.
- b) Maintaining the general cleanliness and ensuring the operating order of all personal property and fixtures in the concession stand, adjacent restrooms, parking lot and adjacent park grounds, provided that Lessor shall be responsible for all capital repairs;
- c) Lessee shall be responsible to provide all standard restroom supplies, such as paper products and soap, and Lessor shall perform any required capital maintenance needs, undertake all mowing operations and install any fixtures.

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

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

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

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

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

Section 6. Insurance; Indemnification; and Release of claims

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

expense; provided that, Lessor retains the right to participate in said suit if any principle of governmental or public law is involved. If a final judgment is rendered against Lessor or any of its officers, agents, and employees, or jointly against Lessor and Lessee and/or their respective officers, agents, and employees, Lessee shall satisfy such judgment in its entirety.

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

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

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

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

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

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

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

Section 11. Exclusivity.

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

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

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

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

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

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

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

LESSOR: City of Glenpool

By: _____
Timothy Lee Fox, Mayor

_____ Date

ATTEST:

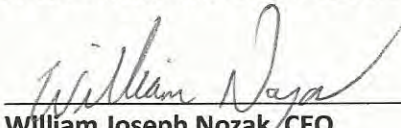
By: _____
Susan White, City Clerk

[SEAL]

APPROVED AS TO FORM:

By: 
Lowell Peterson, City Attorney

LESSEE: Nozak-Nix Shaved Ice & Java d/b/a Harper's Hut

By: 
William Joseph Nozak, CEO

4/8/16

ACKNOWLEDGMENT

STATE OF OKLAHOMA

)

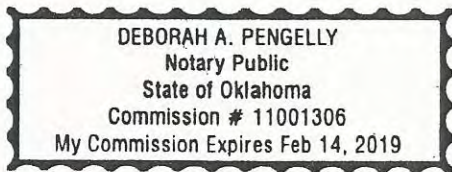
) SS.

COUNTY OF TULSA

)

On this day personally appeared before me William Joseph Nozak to me known to be the Lessee described in, and who executed, the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes stated therein.

GIVEN under my hand and official seal this 8th day of April, 2016.



Deborah A. Pengelly
Notary Public in and for the State of Oklahoma

My appointment expires: 02/14/2019



04/11/2016

HUT SHAVED ICE, LLC HARPER'S

1021 W. RENO ST.
BROKEN ARROW, OK 74012

Policy Number: 605885729

Dear Policyholder,

To be certain that all Property Additional Interests covered by your policy are adequately identified, please verify the information listed below. Return this list to your agent to assist in updating your policy. Please put a check in the last column for any that can be deleted from your policy.

Thank you for your cooperation.

Sequence Nbr	Type	Name	Address	Delete
001	Addl Insured - Managers or Lessors of Premises	CITY OF GLENPOOL	12205 S YUKON AVE, GLENPOOL, OK 74033	

Sincerely,
Johnny Haynes
110 N Garfield Ave Ste 400
Sand Springs, OK 74063-7234
918-245-3030



04/11/2016

HUT SHAVED ICE, LLC HARPER'S

1021 W. RENO ST.
BROKEN ARROW, OK 74012

Policy Number: 605885729

Dear Policyholder,

To be certain that all scheduled locations covered by your policy are adequately identified, please verify the information listed below. Return this list to your agent to assist in updating your policy.

Thank you for your cooperation.

Location	Building	Address
1	1	1124 E CHARLES PAGE BLVD SAND SPRINGS OK 74063
3	1	305 W. 144TH ST. BLACK GOLD PARK GLENPOOL OK 74033
4	1	30011 W HIGHWAY 51 MANNFORD OK 74044

Sincerely,
Johnny Haynes
110 N Garfield Ave Ste 400
Sand Springs, OK 74063-7234
918-245-3030

Paychex Proprietor Services Agreement

Company Name Nozak Nix Shaved Ice and Java

Office-Client Number 0064

Federal ID Number 46-5663258

17058434

This Paychex® Proprietor Services Agreement ("Agreement") is entered into between Paychex, Inc. ("Paychex"), located in Rochester, New York and the Company identified above ("Client"). The Agreement will continue until terminated in accordance with its provisions.

1. **Services.** Client employs Paychex to provide the Proprietor services, and any optional services selected by Client below (collectively "Services"). Services are described in the Product Terms and Conditions section of this Agreement. Paychex will not commence any of the Services until Paychex receives all documents necessary to begin each of the Services and notifies Client of the date Paychex will commence each of the Services ("Service Effective Date"). Client acknowledges that each of the Services may have separate Service Effective Dates. **Until the Service Effective Date, Client will continue to provide for itself the Services requested of Paychex. Paychex assumes no responsibility for Services prior to the Service Effective Date or for Services declined by Client.**

Proprietor Services. Proprietor Services includes the Services set forth below as described in the Product Terms and Conditions section of this Agreement.

- | | | |
|---|--------------------------|--------------------------------|
| • Payroll Processing | • Check Insertion | • HR Library |
| • Taxpay® | • Check Logo Service | • Labor Posters |
| • Direct Deposit | • Paychex Online Reports | • General Ledger Report |
| • ☐ Readychex® - OR- ☒ Check Signing | • New Hire Reporting | • Employee Access Online (EAO) |
| • Reports On-Demand | | |

Declined Proprietor Services. Client declines the Services initialed below. Client is solely responsible for performing the declined Services.

Initials
Initial here to DECLINE Taxpay®

Initials
Initial here to DECLINE Direct Deposit

Optional Services. Initial below to select additional Services. The optional Services are not part of the Proprietor Services and Client acknowledges it must pay separately for each selected Service. The optional Services are described in the Product Terms and Conditions section of this Agreement.

Initials
COBRA Administration

Initials
Background Check Service

Initials
Time Off Accrual Service (TOA)

Initials
Premium Only Plan (POP)

Initials
Paychex Employee Screening Services

Initials
State Unemployment Insurance Service (SUIS)

Initials
General Ledger Service

Initials
Garnishment Payment Service

Initials
Workers' Compensation Report Service

Initials
Workers' Compensation Payment Service

Initials
Data Exports

Initials
Report Writer

Initials
Labor Distribution

Initials
Job Costing

Initials
Paychex HR Online

Initials
Points Tracking Module* *Time and Labor Online required

Initials
Paychex Time and Labor Online

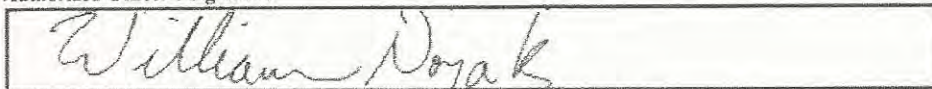
Client agrees that Paychex is not rendering legal, tax, accounting, or investment advice in connection with the Services, nor is Paychex a fiduciary of Client, a fiduciary of any Client benefit plan offered for the benefit of Client's employees, or the employer or joint employer of Client's employees. Paychex will not be responsible for Client's compliance with, nor will Paychex provide legal or other financial advice to Client, with respect to federal, state, or local statutes, regulations, or ordinances, including, but not limited to, the Fair Labor Standards Act or any state equivalent. Client agrees to comply with any and all applicable federal, state, and local laws or ordinances.

Client understands that this Agreement (Rev. 2/14) may be considered an application for credit and hereby authorizes Paychex to investigate the credit of the Client and/or its principals, including vendor references, bank account status, and history (collectively "Client's Credit"). Paychex' performance of the Services under this Agreement is subject to approval of Client's Credit. Client warrants that it possesses full power and authority to enter into this Agreement, and has read and agrees to the terms and conditions set forth in sections 1-25 of this Agreement.

Authorized Officer's Name William Nozak

Title Managing Member/Partner Member

Authorized Officer's Signature



Date
5/30/2014

MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

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

**RE: APPROVAL OF TRAFFIC SIGNALIZATION UPGRADE PROJECT
141ST STREET & U.S. HIGHWAY 75**

DATE: April 11, 2016

BACKGROUND

This item is for Council consideration and action regarding the review and approval of a proposal received from SignalTek, Inc. regarding repairs and/or improvements at the referenced intersection. As you will note, the proposal covers two methods of addressing an ongoing maintenance issue with the existing signal equipment controlling the traffic flow at this intersection. SignalTek was dispatched to this intersection April 3rd to investigate slow moving traffic flow and to trouble-shoot whether system adjustments were necessary to improve the level of service being experienced by motorists on US 75. The field technician reported that five (5) of the ten (10) existing traffic control wire loop systems that are used to control the signal actuation in each traffic lane at this intersection were not functioning. These control system failures had caused the entire system to default back to initial equipment settings that operate by timer only should this type of malfunction occur. By operating only on basic timers, the system cannot adjust to actual traffic conditions being experienced at any certain time of day or day of the week. As noted in attached the proposal, they have listed the repair of the five existing wire loop control system legs for a total price of \$7,500. They have also specified a total replacement of the existing control system with a modern up-to-date thermal imaging camera system for \$28,890. The camera system would be similar to those that control the Waco and Vancouver Ave intersections on 121st Street. Also included in the proposal is the installation of a battery backup system that will supply 6-8 hours of emergency electrical power to operate the signal equipment during times of power outages. The existing system is not fitted with this type of emergency power backup currently. The cost to repair the existing control system wire loops and add the battery backup equipment would be \$14,935. The proposed total cost of the new camera system - including the battery backup equipment, would be \$36,325.

SignalTek states that electing to only repair of the existing system does not guarantee that the remaining parts of the loop control system will not fail in the near future. It should be noted that the equipment is between 15 and 20 years old and has a history of frequent maintenance/replacement necessary to keep the wire loop portion of the control system in

operation. As a result, SignalTek is recommending the City seriously consider the camera upgrade option to eliminate the need to rely on the existing wire loop type control system due to age and general wear & tear caused by the massive traffic volume at this intersection.

Staff Recommendation

At this time, Staff recommends approval of the portion of the proposal from SignalTek specifying the thermal camera type control system upgrade - including the battery backup equipment, for a total price not to exceed \$ 36,325. Should the Council approve either part of this request, funding would be from existing capital improvement bond funds (GL Account 02-6-16-6333) previously set aside for this type of infrastructure improvement.

Attachments:

A. Equipment and Installation Proposal – SignalTek, Inc.



4/4/2016

MR. LYNN BURROW

GLENPOOL, OK
US 75 & W 141ST ST
LOOP REPAIR / THERMAL DETECTION / BATTERY BACKUP SYSTEM

PLEASE ACCEPT OUR QUOTATION FOR THE FOLLOWING ITEMS OF WORK ON THE ABOVE SUBJECT PROJECT:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
LOOP REPLACEMENT					
1	6' X 30' DETECTOR LOOP	4.00	EA	\$ 1,000.00	\$ 4,000.00
2	6' X 30' QUADRUPOLE DETECTOR LOOP	1.00	EA	\$ 1,500.00	\$ 1,500.00
3	CONSTRUCTION TRAFFIC CONTROL	1.00	LS	\$ 2,000.00	\$ 2,000.00
SUBTOTAL					\$ 7,500.00
DETECTION SYSTEM (THERMAL)					
1	DETECTION SYSTEM (THERMAL)	1.00	LS	\$ 27,890.00	\$ 27,890.00
2	CONSTRUCTION TRAFFIC CONTROL	1.00	LS	\$ 1,000.00	\$ 1,000.00
SUBTOTAL					\$ 28,890.00
BATTERY BACKUP SYSTEM					
1	BATTERY BACKUP SYSTEM (TESCO 22-46 BBS)	1.00	EA	\$ 7,435.00	\$ 7,435.00
SUBTOTAL					\$ 7,435.00

QUOTATION NOTES:

- 1 The City of Glenpool may elect either the loop replacement or thermal detection system.
- 2 Installation of thermal detection for NB and SB can take place within 1 week following notice to proceed. The cameras for
- 3 The thermal cameras required for EB & WB will have to be ordered.
- 4 The battery backup system will have an indicator to light to notify City personnel when it is running on battery power.
- 5 All work will be done in accordance with City of Glenpool and ODOT specifications.
- 6 Submittal datasheets are attached.
- 7 All traffic control will be done in accordance with MUTCD standards.
- 8 Due to the high traffic volume, both the loops and the video would be scheduled for two days over the weekend.
- 9 This pricing reflects the terms of a SignalTek Maintenance Agreement.

I appreciate the opportunity to quote you on this project. Please do not hesitate to call if you have any questions.

Sincerely,

Assistant Operations Manager
SignalTek, Inc.

1502 W. 37th Place, Tulsa, OK 74107
918) 583-4335 Fax (918) 582-6118

13305 N. Santa Fe, OKC, OK 73114
(405) 524-1341 Fax (405) 524-2386

783 W. Morris Ave., Springdale, AR 72764
(479) 419-9320 Fax (479) 419-9321



FC-Series

FLIR

FC-SERIES

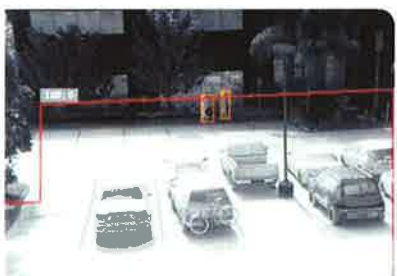
Fixed Network Thermal Cameras

FC-Series thermal network cameras now include on-board video analytics to create a powerful, standalone edge intrusion detection device. Capable of classifying human or vehicle intrusions, FC-Series cameras provide reliable detection and flexible alarming options.

Because FLIR understands that you need cameras for the real world, FC-Series cameras are qualified beyond industry standard for survivability, and are backed by FLIR's unparalleled 3-year system warranty and 10-year detector warranty.

KEY FEATURES

- On-board video analytics with ability to classify human or vehicle intrusions
- Multiple alarming notification options, including email, digital outputs or VMS alarms
- Ideal for use with third-party analytics, including those provided by FLIR's partners around the world
- Camera configuration via web or mobile apps
- Simultaneous IP and analog video outputs
- Open IP standards for plug-and-play integration; ONVIF conformant
- Digital Detail Enhancement (DDE) & Wide Dynamic Range Thermal image processing combine to give you optimal images in dynamic thermal scenes



FC-Series thermal network cameras can detect human or vehicle intrusions and alert you in multiple ways, including by email, digital outputs or VMS alarms.

Specifications

Camera Model	FC-Series	FC-Series
Array Format (NTSC)	320 x 240	640 x 480
Detector Type	Long-Life, Uncooled VOx Microbolometer	
Effective Resolution	76,800	307,200
Pixel Pitch	25 µm	17 µm
Field of View	63° x 50° (FC-363; 7.5 mm) 48° x 39° (FC-348; 9 mm) 34° x 28° (FC-334; 13 mm) 24° x 19° (FC-324; 19 mm) 13° x 10° (FC-313; 35 mm) 9° x 7° (FC-309; 35 mm, 17 µm)	90° x 69° (FC-690; 7.5 mm) 69° x 56° (FC-669; 9 mm) 45° x 37° (FC-645; 13 mm) 32° x 26° (FC-632; 19 mm) 18° x 14° (FC-618; 35 mm)
Zoom	Continuous E-zoom, up to 4X	
Spectral Range	7.5 µm to 13.5 µm	
Focus Range	Athermalized, focus-free	
Outputs		
Composite Video NTSC or PAL	Yes; Hybrid system with IP & Analog video	
Video over Ethernet	Two independent channels of H.264, MPEG-4 & M-JPEG (see website for full details)	
Streaming Resolution	D1: 720x576, 4CIF: 704x576, Native: 640x512, Q-Native: 320x256, CIF: 352x288, QCIF: 176x144	
Control		
Ethernet	Yes	
External Analytics Compatible	Yes	
Network APIs	Nexus SDK for comprehensive system control and integration Nexus CGI for http command interfaces ONVIF 2.0 Profile S	
General		
Weight	4.0 lb (1.8 kg) w/o sun shield 4.8 lb (2.2 kg) w/sun shield	
Dimensions (L, W, H)	9.2" x 4.6" x 4.1" w/o sun shield 10.8" x 5.4" x 4.4" w/ sun shield	
Input Voltage (Consult product manuals for feature/ power requirements)	11-44 VDC (no lens heaters) 16-44 VDC (w/lens heaters) 14-32 VAC (no lens heaters) 16-32 VAC (w/lens heaters) PoE (IEEE 802.3af-2003) PoE+ (IEEE 802.3at-2009)	
Input Voltage	12-38 VAC 11-56 VDC PoE (IEEE 802.3af-2003) PoE+ (IEEE 802.3at-2009)	
Power Consumption (Consult product manuals for detailed power requirements)	24 VDC 5 W nominal 21 W peak (w/heaters) 24 VAC 8 VA nominal 29 VA peak (w/heaters)	
Approvals	FCC Part15, Subpart B, Class B CE: EN 55022 Class B	
Surge Immunity on AC Power Lines	EN 55024: 2010 and 55022: 2010 to 4.0kV on AC aux power lines	
Surge Immunity on Signal Lines	EN 55024: 2010 and 55022: 2010 to 4.0kV	
Environmental		
IP Rating	IP66 & IP67	
Operating Temperature Range	-50°C to 70°C (continuous operation) -40°C to 70°C (cold start)	
Storage Temperature Range	-55°C to 85°C	
Humidity	0-95% relative	
Shock	MIL-STD-810F "Transportation"	
Vibe	IEC 60068-2-27	
Image Optimization Features		
Thermal AGC Modes	Auto AGC, Manual AGC, Plateau Equalization AGC, Linear AGC, Auto Dynamic Detail Enhancement (DDE), Max Gain Setting	
Thermal AGC Region of Interest (ROI)	Default, Presets and User definable to insure optimal image quality on subjects of interest	
Image Uniformity Optimization	Automatic Flat Field Correction (FFC) - Thermal and Temporal Triggers	

SANTA BARBARA

FLIR Systems, Inc.
70 Castilian Drive
Goleta, CA 93117
USA
PH: +1 805.690.5097

PORTLAND

Corporate Headquarters
FLIR Systems, Inc.
27700 SW Parkway Ave.
Wilsonville, OR 97070
USA
PH: +1 866.477.3687

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Belgium
PH: +32 (0) 3665 5100

CHINA - SHANGHAI

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K301-302, No.26 Lane
168, Daduhe Road,
Putuo District, Shanghai
200062, P.R.China
PH: +86-21-5169 7628

www.flir.com
NASDAQ: FLIR

Equipment described herein may require US Government authorization for export purposes. Diversion contrary to US law is prohibited. Imagery for illustration purposes only. Specifications are subject to change without notice. ©2014 FLIR Systems, Inc. All rights reserved. [Updated 12/03/14]

Tesco Controls, Inc.

TESCO Traffic 22 BBS

Fully self-contained 1400va / 950 watt battery backup system



- Retrofit and New Installations
- 508A UL Procedure
- 24v Parallel / Hot Swap System
- Vandal Resistant Construction
- Metered Combination or Stand-Alone Construction

UPS Panel Features

- Retrofit and new installations
- Padmounted enclosures
- Metered or unmetered applications
- Available in anodized or powder-coated aluminum
- Compact design with ambient enclosure compensation
- No exposed nuts, bolts, screws, rivets or fasteners on exterior of enclosure
- UPS Tilt-out housing for ease of maintenance
- Seismically rated framed battery tray
- Safety deadfront panel
- Vandal resistant construction
- Components wired and conforming to NEMA, NEC and UL standards
- UL 508A industrial control panel design
- Optional Gen Set with available Automatic Transfer Switch
- Tool-free maintenance and component replacement

UPS System Features

- 1400VA, 950 watts
- Typical run time 6 to 8 hours - all LED inter-section (Additional times available)
- 4 hour recharge time to 95%
- Full power bypass and isolation switches
- True pure sine wave
- Transient voltage protection
- Smart Power Analyzer with triple redundant bypass
- Conditioned power
- Power Conflict Monitor with isolation and transfer module
- Watchdog timer with redundant 5 ms delay and hard transfer to utility power
- Smart slot communications I/O module
- RS 232 and USB ports for local or remote monitoring
- Optional event data logger
- Intelligent battery management system with microprocessor controlled smart battery charger, automatic self test, cell guard for longer life and faster recharge times
- 24V 18AH batteries AGM/VRLA (absorbed glass mat/valve regulated lead acid), compact, lightweight only 26 lbs
- Quick swap hot battery replacement system
- Heavy duty smart safety battery connection system, 50A silver plated plugs
- Manufacturer's 2 year warranty

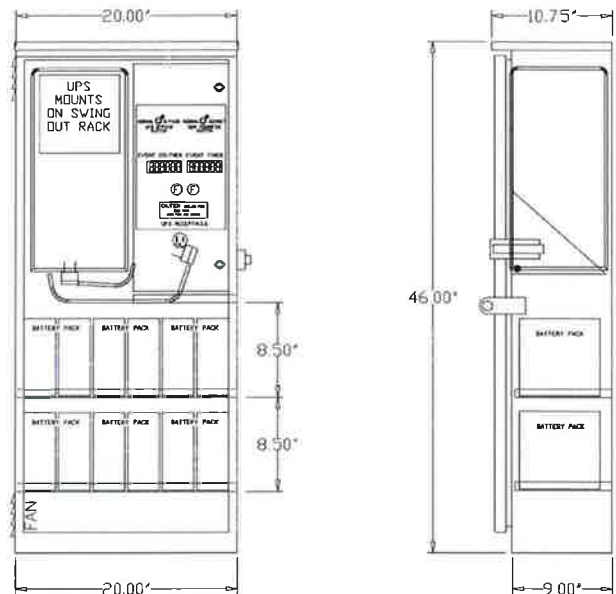
Tesco Controls, Inc.

TESCO Traffic 22 BBS



Cabinet Construction

- Cabinet is all welded construction, fabricated from anodized or powder-coated aluminum. Rated weatherproof NEMA 3R
- All fasteners, latches, hinges, and hardware are stainless steel
- There are no exposed nuts, bolts, screws, rivets, or other fasteners on the cabinet exterior
- Cabinet door is fully framed continuous hinge with swaged close tolerance sides for flush fit with top drip lip and closed cell Neoprene flange compressed gaskets
- Dimensions and construction will match existing service pedestal
- UL 508A industrial control panel design
- Vandal proof construction with vandal proof doors and hasp stress rated to 2000 lbs
- Interior tilt bracket for easy maintenance
- Each cabinet is factory wired and tested before shipment
- Ambient temperature enclosure compensated



I400XL Specification

Number of Slot bays	One
Maximum Dimensions, weight (H x W x D)(in.)	46" x 20" x 9" 250 lbs with batteries
Replacement Battery Cartridge	RBC7
Transfer Time (typical)	>25ms, includes detection time
Transfer to Flash	On Battery Low Battery Timed Output
On-Battery Output Voltage	True pure sine wave output at 120 Vac +/-5%, -10% after low battery warning, synchronized to utility line.
Capacity (Volt-Amps Watts)	1400VA, 950 watts
Surge energy rating peak current capability	480 J, 6.5kA
Normal common mode clamping response time	0 ns, <5ns typical, meets UL 1449
Normal mode surge voltage let through (IEEE 587 Cat. A 6kV test)	<0.3% of peak typical
Batteries	Compact, sealed, maintenance-free lead acid individually fused.
Online Battery Replacement	Quickswap with 50 amp Anderson connectors
Recharge time to 95% capacity	4 hours
Ambient Operation	10,000 ft. max. elevation 0-95% humidity non-condensing -37deg C (optional adder) to +74 deg C
Temperature Tested Electronics	To 170 deg F for 8 hours
Conditioned Power	Computer quality conditioned power
UL Design	Yes
Transient Lightning Protection	160 Joules
Audible noise at 3.3 ft.	<45dBA
Full Power Bypass & Isolation Module	SPACT and PCM for full triple redundant bypass and isolation
Extended runtime battery pack options	6 batteries standard, additional options available



AMERICA'S LEADING MANUFACTURER OF SERVICE PEDESTALS AND TRAFFIC SIGNAL BATTERY BACKUP SYSTEMS
 To contact a Tesco Controls sales representative call 916.395.8800
 Tesco Controls, Inc. 3409 52nd Avenue, Sacramento, CA 95823-9012

www.tescocontrols.com



To: HONORABLE MAYOR AND CITY COUNCIL
From: Roger Kolman, City Manager
Date: April 18, 2016
Subject: Contingent Reimbursement Agreement – 2SP Partners, LLC

Background:

The citizen survey performed in May 2015 identified additional restaurants as the highest priority for new development in Glenpool among the respondents to that survey. Restaurants that have a menu focused on chicken were mentioned by many of those same respondents. Staff, and our consultant from Retail Attractions, began pursuing options among those restaurants in the Tulsa metro market offering chicken as a menu focus and found the most interest from Chicken Express to be the first such restaurant in the Glenpool market. Since the third quarter of 2015, staff and our consultant have spent significant time working with Chicken Express to find the proper location for that restaurant. The owners have finally determined that the Southwest Crossroads commercial subdivision offers the best opportunity for their first foray into the Glenpool market and have entered into contract negotiations with the land owner.

The corporate owner has asked for assistance with the costs of the interior finish for their proposed restaurant, as it goes significantly beyond the typical fast casual restaurant (see attached photos) seen in this market. After several months of negotiations, the owner determined that the following deal points were acceptable:

- Reimbursement from up to ½ of the City's 3% operating sales tax generated by the Chicken Express restaurant
- Total reimbursement up to \$150,000 over a four year period
- Owner must close on the property within 90 days of the date of the agreement
- Owner must complete construction and obtain certificate of occupancy within 365 days of the agreement

Chicken Express is a well known brand name in the south central part of the U.S., with over 200 restaurants located in Texas, Arkansas, Oklahoma, Georgia and Louisiana. It is anticipated that the menu items offered by this brand will bring new dining choices not currently available in Glenpool, thus increasing the dollars spent in Glenpool for casual dining.

Staff Recommendation:

Staff recommends approval of the contingent reimbursement agreement.

Attachments:

Interior finish of similar Chicken Express restaurants
Proposed Contingent Reimbursement Agreement









CONTINGENT REIMBURSEMENT AGREEMENT

THIS CONTINGENT REIMBURSEMENT AGREEMENT (the “**Agreement**”) 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**”) and **2SP PARTNERS, LLC**, a Texas limited liability company (“**2SP**”).

WHEREAS, 2SP proposes to purchase a certain commercial lot to be created within Lot 2, Block 1, Southwest Crossroads Addition, a subdivision in Tulsa County, Glenpool, Oklahoma 74033, in the area depicted on Exhibit “A” attached hereto and incorporated herein by reference (the “**Property**”); and

WHEREAS, 2SP intends to develop the Property into a business and related improvements that will generate substantial retail Sales Tax (as defined in this Agreement) and other benefits to the City (the “**Business**”); and

WHEREAS, 2SP also intends to continuously own and operate such Business, however no terms or conditions herein shall prohibit 2SP from transferring or selling the Business to a related or unrelated party during the term of this Agreement; and

WHEREAS, should 2SP transfer or sell the Business during the term of this Agreement, 2SP shall ensure that the entity to which the Business is transferred (the “**Subsequent Owner**”) is aware of its duties and obligations under the terms and conditions of this Agreement; and

WHEREAS, such Business is intended to be a Chicken Express Restaurant or substantially similar enterprise that may reasonably be expected to generate comparable Sales Tax revenues; and

WHEREAS, the City desires to encourage such Business in order to obtain from the Business the benefits of Sales Tax and utility revenues, as well as related permitting fees, and to promote the general welfare of the City, by promising to 2SP the reimbursement of a designated portion of Sales Tax revenues only when and as actually remitted by the Business, subject to conditions in this Agreement.

THEREFORE, the City and 2SP, in consideration of the foregoing 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 encourage the Business by enabling 2SP to construct and operate the Business in the City at a time and place earlier than would otherwise be feasible without the Sales Tax Rebate (as defined in Section 4 of this Agreement) provided by this Agreement. Consideration to the City is that the Business will provide retail Sales Tax for the benefit of the City that exceed such

Sales Tax Rebate, and further provide related infrastructure improvements, utility revenues and payment to the City of all requisite fees for building and related permits, any part or all of which would be unattainable without such facilitation and encouragement.

2. MUTUAL CONSIDERATION

This Agreement is entered into with the expectation that the Business will provide needed retail development within Tulsa County as well as within the City. It is further anticipated that the Business, when completed, will generate substantial Sales Tax and other revenues for the City which exceed the benefit conferred upon the Business by the Sales Tax Rebate.

3. SCOPE OF BENEFIT CONFERRED

The Business will, in its entirety, be completely funded with no direct assistance from the City and all required permitting fees have been or shall be paid as accrued. Subject to all applicable requirements of the Oklahoma Constitution and applicable State statutes, and solely for the purpose of obtaining for the City the foregoing benefits, the City will provide to 2SP the reimbursement of a portion of Sales Taxes (as hereafter defined) actually generated, collected and remitted, net of any discounts or deductions, derived from the Business in amounts and subject to conditions set forth in Section 4 of this Agreement.

4. REIMBURSEMENT OF TAX REVENUES

Payment to 2SP by the City in the form of reimbursement of a designated portion of Sales Tax revenues from the Business shall occur as follows:

- A. The sole source of funds for reimbursement to 2SP of the Sales Tax Rebate will be derived from that portion of the Sales Tax revenues actually paid to the City, through its contract with the Oklahoma Tax Commission, and coming from the three percent Sales Tax designated 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 Business (the “**Sales Tax**” or “**Sales Taxes**”).
- B. The City shall not be liable for any errors or delays of payment as received from the Oklahoma Tax Commission.
- C. Reimbursement by the City to 2SP 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 Business. 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.

- D. No revenues nor Sales Tax receipts will be generated or remitted by the Business, nor collected by the City, prior to the issuance of a certificate of occupancy for the Business on the Property.
- E. The City will make the reimbursement of the Sales Tax Rebate to 2SP described in Section 4.F. of this Agreement 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. The reimbursements will be made until the fourth anniversary of the first reimbursement made hereunder to 2SP or until a maximum aggregate reimbursement of \$150,000 is made, whichever occurs sooner.
- F. The City will reimburse 2SP \$9,375 per quarter from Sales Tax revenues derived from the Business and actually remitted to the Oklahoma Tax Commission, as delivered and reported to the City by the Oklahoma Tax Commission, net of any discounts or deductions available to the Business (the “**Sales Tax Rebate**”). The City, in its sole and absolute discretion, may elect to reimburse 2SP more than \$9,375 per quarter. However, in no case, shall the Sales Tax Rebate exceed 50% of the actual Sales Tax revenues, as referenced in Section 4 A of this agreement, remitted by the Business during the immediate past fiscal quarter.
- G. This Agreement shall be automatically terminated and rendered null and void, and the City shall not be liable for any Sales Tax Rebate to 2SP if 2SP does not acquire the Property within 90 days from the Effective Date and construction of the Business is not commenced within 180 days from the Effective Date.
- H. In no case shall the term of this Agreement extend beyond earlier of the fourth anniversary of the first reimbursement made hereunder to 2SP or until a maximum aggregate reimbursement of \$150,000 has been received by 2SP (the “Term”).

5. LIMITATIONS

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. 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; 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 necessary for performance. Should the funding of the Sales Tax Rebate 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.H., the Agreement shall terminate and become null and void.

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. 2SP agrees to construct and operate the Business in compliance with all applicable federal, state, and local regulations and laws. Failure to comply with this Section 8 by 2SP shall be deemed an event of default pursuant to Section 9 of this Agreement.

9. EVENTS OF DEFAULT

A. 2SP shall be in default of this Agreement if any of the following events occur:

- 2SP or Subsequent Owner fails to purchase a valid building permit and commence construction of the Business within 180 days of the Effective Date;
- 2SP or Subsequent Owner fails to obtain a certificate of occupancy for the Business within 365 days of the Effective Date;
- 2SP or Subsequent Owner is in default of Section 8 of this Agreement; or

- 2SP or Subsequent Owner fails to remit to the City Sales Tax revenues derived from the Business in a timely manner.

In the event any of the foregoing events occur, the City (acting by the City Manager or his designee) may issue written notice to 2SP and/or Subsequent Owner advising 2SP and/or Subsequent Owner that it has thirty (30) days to cure such default and/or advising 2SP and/or Subsequent Owner that it is required to appear before the City Manager or his designee (the “**City Manager**”). If so requested by the City Manager, 2SP and/or Subsequent Owner shall appear before the City Manager for the purpose of verifying that corrective action has been taken or will be taken by a date certain or explaining reasons for the event of default and explaining the steps that have been taken or will be taken to correct the problem. In the event 2SP and/or Subsequent Owner 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) the date agreed to by 2SP and/or Subsequent Owner and the City Manager if 2SP and/or Subsequent Owner appears before the City Manager, then the City Manager may at any time thereafter until such default is cured by 2SP and/or Subsequent Owner, issue a notice to 2SP and/or Subsequent Owner advising 2SP and/or Subsequent Owner that 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 2SP and/or Subsequent Owner is the termination of this Agreement.

- B. The City shall be in default of this Agreement if the City fails to make payment of the Sales Tax Rebate reimbursements due hereunder to 2SP in accordance with the schedule and amounts provided by this Agreement, except as limited by Section 5 of this Agreement. In the event the foregoing event occurs, 2SP 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 2SP, then 2SP may proceed against the City to collect all amounts due 2SP subject to the limitations of this Agreement.

The term “commence construction of the Business” shall mean that 2SP and/or Subsequent Owner has commenced to move dirt on the Property in compliance with all applicable permits.

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

This Agreement shall not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that either party

may, without the prior consent of the other, assign all of its rights under this Agreement to (i) a parent, subsidiary or affiliate of a party, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which either party is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

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 2SP. A signed original of such modification or amendment shall be fastened 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 SUPERCEDED

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 actually received or five days after verified delivery, whichever is earlier.

Address for notices to City:

City of Glenpool

Address for notice to 2SP:

2SP Partners, LLC

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

Attention: Ricky Stuart
PO Box 101443
Fort Worth, TX 76185

3

16. CONFIDENTIALITY REQUIREMENTS

2SP and the City acknowledge that, during the Term of this Agreement, as defined in Section 4.H., 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

2SP 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, 2SP shall retain in its own records all books, documents, papers, records and other materials prepared by 2SP or provided by the City to 2SP in conjunction with or related to this Agreement for at least three years following termination of this Agreement. 2SP 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 2SP to the extent related to this Agreement.

18. INDEPENDENT CONTRACTOR RELATIONSHIP

The relationship between the City and 2SP is and shall be exclusively that of independent contractors and no relationship of employment, agency, partnership or joint venture shall be deemed to exist between the City and 2SP for any purpose.

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

DATE EXECUTED

By: _____
Timothy Lee Fox, Mayor

Attest:

By: _____ [SEAL]
City Clerk, Susan White

Approved as to form:

By: _____
City Attorney, Lowell L. Peterson

2SP Partners, LLC.
a Texas limited liability company

By: _____
Title: _____



To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL
From: Julie Casteen, Finance Director
Date: April 13, 2016
Subject: Budget Calendar

Background:

In order to maintain compliance with the Municipal Budget Act (O.S. 11-17-201 et seq.), the City's annual budget process must follow certain guidelines, including taking certain actions within certain time frames. To that end, staff is requesting the Council adopt a budget calendar that will help keep the City on track to completing the process. As such, the proposed calendar is as follows:

1. April 28 – Budget Workshop
2. May 5 – Budget Workshop
3. May 16 – Submission of Proposed Budget
4. June 9 – Publication of Budget Summary and Notification of Public Hearing
5. June 13 – Public Hearing on the Budget
6. June 13 – Adoption of the Budget

The process has already begun at the staff level, with personnel budget estimates complete and estimates of revenues for the governmental fund types almost at completion. In addition, all departments are working on their discretionary expenditure budgets. All of this will be brought together, at least in draft form, for the Council to review and discuss at the first budget workshop.

Staff Recommendation:

Staff recommends that the City Council annually adopt a budget calendar.

Attachments:

Budget Calendar

**CITY OF GLENPOOL
BUDGET CALENDAR FOR FISCAL YEAR 2016-2017**

04/14/2016

ACTION	PARTIES INVOLVED	LEGAL DEADLINE	BUDGET OFFICE DEADLINE
Prepare FY17 revenue estimates and FY16 revenue projections for all funds	Budget Committee	N/A	February 26, 2016 (Friday)
Prepare FY17 preliminary (base) budget estimate for operating funds	Budget Committee	N/A	March 18, 2016 (Friday)
Set up worksheets into Incode and send to Dept Heads	Finance Director	N/A	April 12, 2016 (Tuesday)
Department Budget Worksheets submitted to Finance	Department Heads	N/A	April 21, 2016 (Thursday)
Prepare draft Fiscal Year 2017 budget document for all funds	Finance Director	N/A	April 25, 2016 (Monday)
Budget Workshop	City Council/ City Manager/Dept Heads	N/A	April 28 2016 (Thur)
Budget Workshop	City Council/ City Manager/Dept Heads	N/A	May 5, 2016 (Thursday)
Prepare Final Proposed Budget summaries of revenues by source, summary of expenditure by department to submit to City Council	Finance Director/ City Manager	Not less than 30 days prior to the beginning of the budget year	May 16, 2016 (Monday)
Notice of budget hearing deadline with Tulsa Beacon	Finance Director	Friday prior to Thursday Publication	June 3, 2016 (Friday)
Publish notice of budget hearing & have draft budgets available to public in City Clerks' Office	Finance Director	Not less than 5 days prior to day of the hearing	June 9, 2016 (Thursday)
Public Hearing	City Council/City Manager/ Finance Director	Not less than 15 days prior to the beginning of the new budget year	June 13, 2016 (Monday)
City Council will consider adoption of the FY17 budget	City Council/	Not less than 7 days prior to the beginning of the new budget year	June 13, 2016 (Monday)
Print & File adopted budget with Oklahoma State Auditors Office	Finance Director	On or before the first day of the new budget year	June 29, 2016 (Wednesday)
		Legal Deadlines to Remember: June 1 - Submit budget to City Council June 11 - Publish notice of public hearing June 15 - Public Hearing June 24 - Budget Adoption July 1 - Budget filed with OK State Auditors Office Within 15 days of filing with State Auditor, any taxpayer may protest alleged irregularities (sinking fund appropriations only)	

FY 2016-2017 Budget Calendar

April 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1	2
			Agenda Day			
3	4	5	6	7	8	9
	City Council/ GUSA Meeting	Sales Tax Election				
10	11	12	13	14	15	16
	PC/BOA 6:30pm	Budget worksheets to Dept Heads	Agenda Day			
17	18	19	20	21	22	23
	CC Meeting			Department Budget Worksheets submitted to Finance		
24	25	26	27	28	29	30
	PC/BOA 6:30pm		Agenda Day	Budget Workshop		CAR SHOW

FY 2016-2017 Budget Calendar

May 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
	City Council/ GUSA Meeting			Budget Workshop		
8	9	10	11	12	13	14
	PC/BOA 6:30pm		Agenda Day			
15	16	17	18	19	20	21
	City Council					
	Proposed Budget to Council		JULIE - GFOA CONFERENCE			
22	23	24	25	26	27	28
Las Vegas ICSC						
JULIE - GFOA CONFERENCE						
29	30	31	1	2	3	4
	MEMORIAL DAY HOLIDAY					

FY 2016-2017 Budget Calendar

June 2013

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	31	1	2	3	4
	MEMORIAL DAY HOLIDAY		Agenda Day		Budget Public Hearing Notice/Budget Draft to Tulsa Beacon	
5	6	7	8	9	10	11
	City Council/ GUSA Meeting			Budget Public Hearing Notice in Tulsa Beacon		
12	13	14	15	16	17	18
	PC/BOA 6:30pm Budget Public Hearing/Adoption		Agenda Day			
19	20	21	22	23	24	25
	City Council					
26	27	28	29	30		
				Print & File Adopted Budget w/ State Auditor		



To: HONORABLE MAYOR AND CITY COUNCIL
From: Lowell Peterson, City Attorney
Date: April 18, 2016
Subject: Water Service Agreement with Creek-2 Rural Water District

Background:

As the Council and GUSA are well aware, the City and GUSA entered into a Settlement Agreement with Creek-2 about this same time last year to settle the federal litigation that had been pending since April 2011. One of the key provisions in the Agreement was that all property located within the city boundaries as of the agreement date was to be classified as the "Released Area," which means that (with certain exceptions) the City/GUSA have the unrestricted right to provide water service without any financial or other obligation to Creek-2.

The "certain exceptions" include a list of properties identified within the Released Area as pre-existing "Creek-2 Reserved Water Customers. Creek-2 maintains the exclusive right to serve these specific properties into perpetuity, even beyond the life of the Settlement Agreement.

We are now finding, as we expected would be the case, that this presents an obstacle to developers who want to have Glenpool water for properties they have purchased that happen to be on the list of Creek-2 Reserved Water Customers.

After much discussion among ourselves, with the developers and with the office of Steve Harris, we have worked out an agreement that we believe fairly resolves the problem for now and going forward into the future when this complication will rise again.

Essentially, the agreement is that the developer will install and dedicate to Creek-2 all potable water lines within the development for drinking water purposes. Glenpool will then tap into the Creek-2 lines and provide sufficient supplemental water service to be able to address fire suppression services if and when they develop. There is also a mechanism for billing Creek-2 for any water of ours that it uses for any purpose other than fire suppression.

I have spelled out the details of the agreement on the next page. Steve has presented this to his board with a positive result. Hopefully, the matter can be concluded by no later than the end of April.

Staff Recommendation:

I recommend that the City Council/GUSA Board of Trustees approve the following provisions to be included within the proposed water service agreement and authorize the Mayor to execute the agreement once the lawyers for the parties have finalized its terms and conditions.

Non-Negotiable Provisions of the Agreement:

As I look through your proposed agreement in detail, I conclude that we are in substantial agreement on the major points of the undertaking:

- Developers will agree to install and dedicate to Creek-2 all on-site water lines.
- They will also install and dedicate to Glenpool on-site fire hydrants that meet the City's code requirements.
- Glenpool will agree to connect a Glenpool off-site water line to the on-site Creek-2 water lines.
- If there is no Glenpool water line in the immediate vicinity of the property, the developer will also install and dedicate to Glenpool sufficient water lines to run from an existing line to the property.
- The connection will include both a pressure sustaining valve mechanism and a meter.
- Water flow that is activated by a decrease in pressure in the development will be provided at no cost to Creek-2 in either one of five situations:
 - o A fire protection service event.
 - o Testing and flushing of hydrants by Glenpool.
 - o Testing and flushing of Creek-2 water lines, using Glenpool hydrants.
 - o A malfunction in the pressure sustaining valve mechanism that causes an unintentional discharge of Glenpool water into the Creek-2 lines.
 - o Water escaping from a fire hydrant due to a failure of the hydrant or leak from the hydrant or hydrant connection, for which Creek-2 is not at fault.
- Water flow that is activated by a decrease in pressure in the development that is not related to either of those events (*i.e.*, a decrease attributable to higher than anticipated water usage on the development site particularly, though not exclusively, for seasonal increases in usage), will be provided to Creek-2 by Glenpool with no mark-up (*i.e.*, Creek-2 will pay the same cost that Glenpool pays Tulsa).
- The parties agree to respective maintenance obligations.

Thank you.

MEMORANDUM

TO: GLENPOOL CITY COUNCIL

FROM: RICK MALONE, CITY PLANNER

RE: REVIEW AND POSSIBLE ACTION TO APPROVE REZONING CASE GZ-255
Barrick Rosenbaum with Cowen Group Engineers, representing Summit Properties, Inc has submitted a rezoning application for 70 acres located east of the northeast corner of 151st street and Elwood Ave from AG to RS-4 & CG in order to allow high density single family residential development on the bulk of the tract with commercial zoning to be along 151st Street (Hwy 67)..

DATE: April 18th. 2016

PLANNING COMMISSION:

On 4/11/16 the Planning Commission reviewed this case and after presentations from the applicant outlining the request, he stated that this project, if approved will be done in phases and he already has all the lots sold to a builder.

Chairman Watts opened the meeting to interested parties: After listening to the parties that signed up to speak, Chairman Watts called for a motion, Planning Commissioner Shayne Buchannan made a motion to approve GZ-255 and it died for a lack of a second.

MEMORANDUM

TO: THE GLENPOOL PLANNING COMMISSION

FROM: RICK MALONE, CITY PLANNER

RE: GZ-255: Request from Barrick Rosenbaum, representing Summit Properties Inc to change the zoning on 70.03 acres from AG to RS-4/CG. This property is located approximately ¼ mile east of the northeast corner of 151st street and 151st Street (US 67).

DATE: April 11th, 2016

BACKGROUND:

This rezoning request is asking to rezone from AG to RS-4/CG in order to allow for the second phase of Mansfield Lane Addition. This 70.03 acre tract is proposed to be divided into 251 residential lots, 5 reserve areas and 2 commercial lots.

- Along SH-67 (151st) between 33rd West Avenue to Lewis Avenue to the east, (SH-67 Corridor) commercial Uses shall be encouraged to develop as PUD's.
- The four-lane widening of SH-67 (151st Street) from US-75 east to Bixby was completed in 1998 and completed in 2003 to the west to Kiefer.

COMPREHENSIVE PLAN/ZONING:

The ***Glenpool Comprehensive Plan*** provides the basis for the City's zoning policy. This property is in the "Special District 4. 151st Street (Sh-67) From 33rd W. Ave. east Of US-75 to extend eastward to Lewis Avenue and has been re-designated as SH-67 Corridor." The proposed use "high density residential" is "**IN CONFORMANCE WITH THE COMPREHENSIVE PLAN**"

ACCESS:

The property is currently accessed from 151th Street (SH-67) to 148th Street through the eastern portion of the existing Mansfield Lane Addition and from the proposed subdivision to the west (50 acre "Elwood Heights").

SERVICES:

The property currently has access to all City of Glenpool utility services however there is a issue with RWD#2 claiming water service to this site based on a domestic service to an old house that has since been removed.

SURROUNDING LAND USES:

- North: RS-3, Residential Single Family subdivisions and Glenvillage 2nd:
- East: AG, Vacant undeveloped land. Proposed rezoning to RS-4 pending.
- West: RS-4/PUD 27 Mansfield Lane PUD 27 Addition that contains 22 acres.
- South: AG, Vacant undeveloped land, outside the city limits of Glenpool, Tulsa County.

DEVELOPMENT REQUIREMENTS:

Section 260. Platting requirement: "For any land which has been rezoned upon application of a private party... No building permit shall be issued until that portion of the tract on which the permit is sought has been included within a subdivision plat or replat". This property is proposed to be platted as Mansfield Lane Blocks 5-15.

- **SPECIAL DISTRICT 4. 151ST STREET (SH-67) FROM 33RD W. AVE. EAST OF US-75 TO EXTENDS EASTWARD TO LEWIS AVENUE AND HAS BEEN RE-DESIGNATED AS SH-67 CORRIDOR.**

The SH-67 Corridor District is recommended for those areas immediately north and south of 151st Street (SH-67) east of 33rd W. Ave. to Lewis Avenue in which Medium-Intensity land uses would be in accordance with the 2030 Plan. The configuration of SH-67 Corridor is shown on the 2030 Plan map. This particular area is prime for Medium-Intensity development, but will require strict controls on access to and from the highway while consideration is given to the impact of Medium-Intensity development upon adjacent and abutting lands. Shared access points between developments and frontage roads to restrict access from lands abutting SH-67 should also be required. Access across the median should continue to be restricted to only those median cuts that are presently constructed and that will likely be signalized in the future. The criteria for developing in accordance with the 2030 Plan for Special District 4 is as follows:

- A. PUDs will be encouraged for Medium-Intensity development to reduce the impact of such zoning and to properly regulate the location of high traffic generators. In no case shall Medium Intensity zoning exceed a depth of 300 feet from the centerline of SH-67. Proposed PUDs shall include conceptual site plans that demonstrate the compatibility of internal land use relationships. Site plan, sign plan, and landscape plan review and approval by the Glenpool Planning Commission and City Council shall be required prior to issuance of a building permit. Said plans shall be in substantial compliance with the approved provisions of the PUD and shall be in compliance with all other applicable ordinances and regulations of the City of Glenpool, including, but not necessarily limited to the following:

STAFF RECOMMENDATION:

According to the Glenpool 2030 Comprehensive Plan and Special District #4 as outlined above and current zoning patterns, the staff recommends approval of this rezoning request case to change the zoning on this tract from AG to RS-4 for the bulk of the tract and CG zoning on the south 300 feet.

ATTACHMENTS:

1. Case Map
2. 2030 Comprehensive Plan (subject tract area)

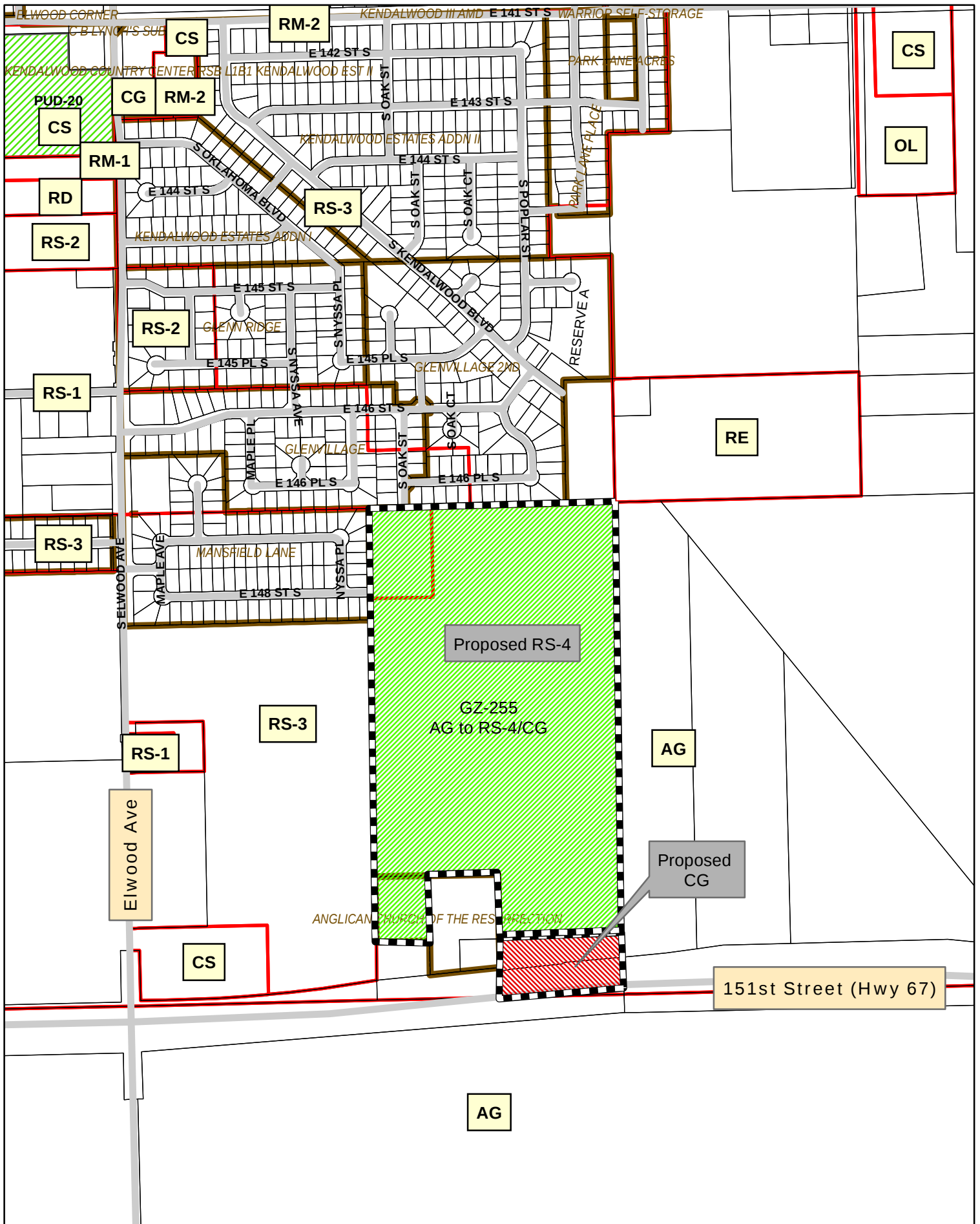
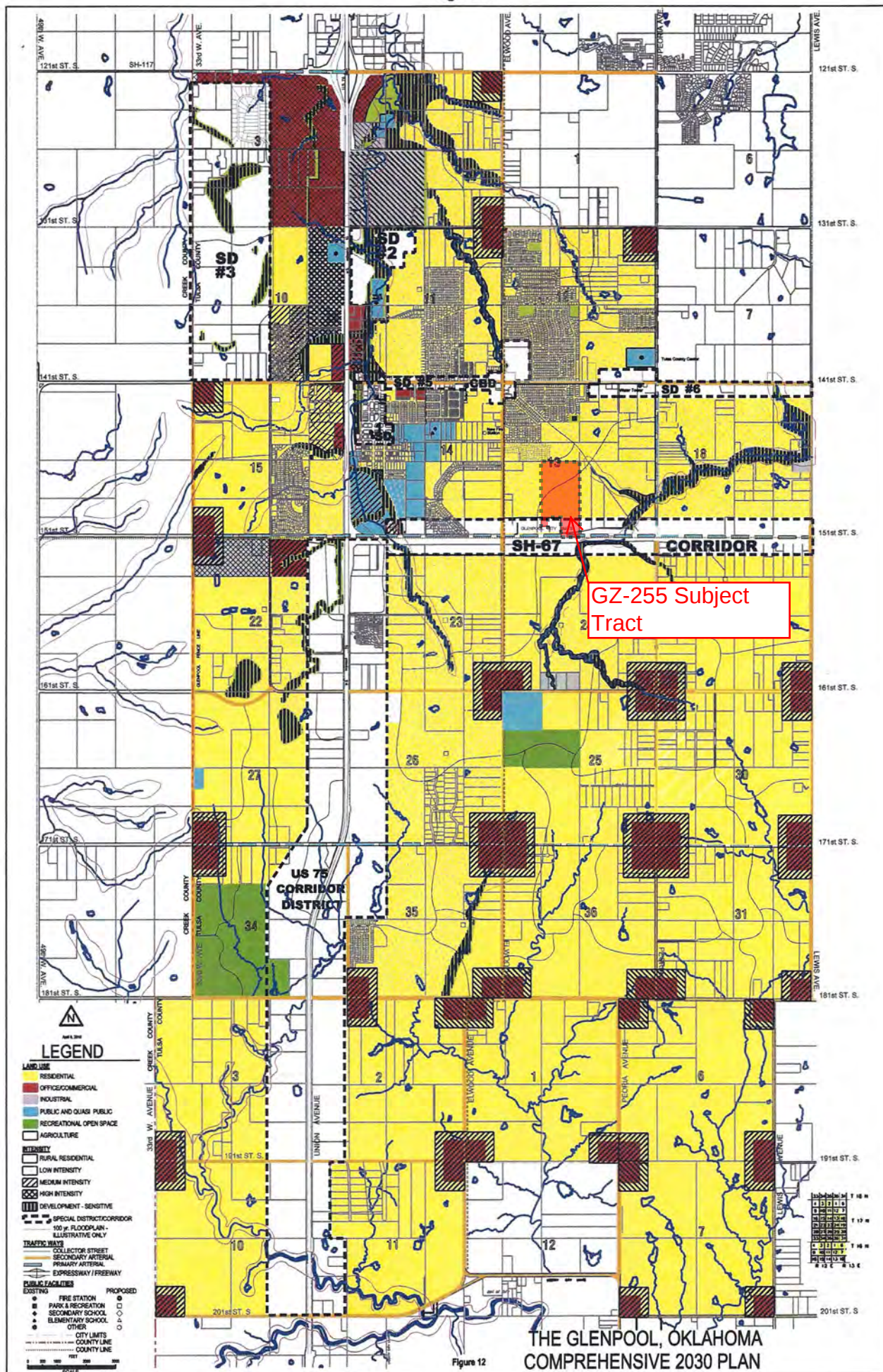


Figure 12



MEMORANDUM

TO: GLENPOOL CITY COUNCIL

FROM: RICK MALONE, CITY PLANNER

**RE: DISCUSSION AND POSSIBLE ACTION TO SCHEDULE A PUBLIC HEARING
REGARDING PUD #33**

Barrick Rosenbaum with Cowen Group Engineers, representing Summit Properties, Inc has submitted a PUD application for 70 acres located east of the northeast corner of 151st street and Elwood Ave to allow 251 residential lots that are 65' wide and two commercial tracts.

DATE: April 18th. 2016

PLANNING COMMISSION:

On 4/11/16 the Planning Commission had this case on the agenda but the companion rezoning case GZ-255 was not approved. Without approval of the companion rezoning case, this PUD would not be able to be approved and therefore moot.

MEMORANDUM

TO: THE GLENPOOL PLANNING COMMISSION

FROM: RICK MALONE, CITY PLANNER

RE: PUD 33: Request from Barrick Rosenbaum, representing Summit Properties Inc to allow an overlay zoning of PUD on 70.03 acres that is under rezoning from AG to RS-4/CG. This property is located approximately ¼ mile east of the northeast corner of 151st street and 151st Street (US 67).

DATE: April 11th, 2016

BACKGROUND:

This rezoning request is asking to rezone from AG to RS-4/CG in order to allow for the second phase of Mansfield Lane Addition. This 70.03 acre tract is proposed to be divided into 251 residential lots, 5 reserve areas and 2 commercial lots.

- Along SH-67 (151st) between 33rd West Avenue to Lewis Avenue to the east, (SH-67 Corridor) commercial Uses shall be encouraged to develop as PUD's.
- The four-lane widening of SH-67 (151st Street) from US-75 east to Bixby was completed in 1998 and completed in 2003 to the west to Kiefer.

COMPREHENSIVE PLAN/ZONING:

The ***Glenpool Comprehensive Plan*** provides the basis for the City's zoning policy. This property is in the "Special District 4. 151st Street (Sh-67) From 33rd W. Ave. east Of US-75 to extend eastward to Lewis Avenue and has been re-designated as SH-67 Corridor." The proposed use "high density residential" is "**IN CONFORMANCE WITH THE COMPREHENSIVE PLAN**"

ACCESS:

The property is currently accessed from 151th Street (SH-67) to 148th Street through the eastern portion of the existing Mansfield Lane Addition and from the proposed subdivision to the west (50 acre "Elwood Heights").

SERVICES:

The property currently has access to all City of Glenpool utility services however there is a issue with RWD#2 claiming water service to this site based on a domestic service to an old house that has since been removed.

SURROUNDING LAND USES:

- North: RS-3, Residential Single Family subdivisions Glenvillage and Glenvillage 2nd:
- East: AG, Vacant undeveloped land. Proposed rezoning to RS-4 pending.
- West: RS-4/PUD 27 Mansfield Lane Addition that contains 22 acres.
- South: AG, Vacant undeveloped land, outside the city limits of Glenpool, Tulsa County.

DEVELOPMENT REQUIREMENTS:

Section 260. Platting requirement: "For any land which has been rezoned upon application of a private party... No building permit shall be issued until that portion of the tract on which the permit is sought has

been included within a subdivision plat or replat". This property is proposed to be platted as Mansfield Lane Blocks 5-15.

- **SPECIAL DISTRICT 4. 151ST STREET (SH-67) FROM 33RD W. AVE. EAST OF US-75 TO EXTENDS EASTWARD TO LEWIS AVENUE AND HAS BEEN RE-DESIGNATED AS SH-67 CORRIDOR.**

The SH-67 Corridor District is recommended for those areas immediately north and south of 151st Street (SH-67) east of 33rd W. Ave. to Lewis Avenue in which Medium-Intensity land uses would be in accordance with the 2030 Plan. The configuration of SH-67 Corridor is shown on the 2030 Plan map. This particular area is prime for Medium-Intensity development, but will require strict controls on access to and from the highway while consideration is given to the impact of Medium-Intensity development upon adjacent and abutting lands. Shared access points between developments and frontage roads to restrict access from lands abutting SH-67 should also be required. Access across the median should continue to be restricted to only those median cuts that are presently constructed and that will likely be signalized in the future. The criteria for developing in accordance with the 2030 Plan for Special District 4 is as follows:

- A. PUDs will be encouraged for Medium-Intensity development to reduce the impact of such zoning and to properly regulate the location of high traffic generators. In no case shall Medium Intensity zoning exceed a depth of 300 feet from the centerline of SH-67. Proposed PUDs shall include conceptual site plans that demonstrate the compatibility of internal land use relationships. Site plan, sign plan, and landscape plan review and approval by the Glenpool Planning Commission and City Council shall be required prior to issuance of a building permit. Said plans shall be in substantial compliance with the approved provisions of the PUD and shall be in compliance with all other applicable ordinances and regulations of the City of Glenpool, including, but not necessarily limited to the following:
 - B. Application and Outline Development Plan: An application for a planned unit development shall be filed with the planning commission. The application shall be accompanied by a fee. Such fee shall not include advertising and sign costs, which shall be billed to the applicant. The application shall be in such form and content as the planning commission may, by resolution, establish; provided, that eighteen (18) copies of an outline development plan shall accompany the filing of the application. The outline development plan shall consist of maps and text which contain: (Ord. 665, 9-17-2012; amd. 2013 Code)
1. A site plan reflecting:
 - a. Proposed location of uses, including off street parking, open spaces and public uses.
 - b. Development standards for location, height, setback and size of buildings and other structures.
 - c. Public and private vehicular and pedestrian circulation.
 - d. The approximate intensity of residential uses expressed in number of dwelling units and the approximate intensity of nonresidential uses expressed in floor area allocated to each identifiable segment of the planned unit development.
 - e. Proposed screening and landscaping.
 - f. Proposed location, height and size of any ground sign.
 - g. Sufficient surrounding area to demonstrate the relationship of the PUD to adjoining uses, both existing and proposed.
 - h. Finished topography.
2. Existing topographic character of the land including identification of floodplain areas, treed areas, slope analysis and soil analysis.
3. An explanation of the character of the PUD.
4. The expected schedule of development.
5. The planning commission may relate elevations and perspective drawings of the proposed buildings as part of required detailed site plan review.
6. Detailed landscaping plan. (Ord. 665, 9-17-2012)

C. Public Hearing and Planning Commission Action:

1. The planning commission, upon the filing of an application for the supplemental district designation PUD, shall set the matter for public hearing and give twenty (20) days' notice thereof by publication in a newspaper of general circulation in the city, and twenty (20) days' notice by the posting of a sign or signs on the property. Within sixty (60) days after the filing of an application, the planning commission shall conduct the public hearing and shall determine: (Ord. 665, 9-17-2012; amd. 2013 Code)

- a. Whether the PUD is consistent with the comprehensive plan.
- b. Whether the PUD harmonizes with the existing and expected development of surrounding areas.
- c. Whether the PUD is a unified treatment of the development possibilities of the project site.
- d. Whether the PUD is consistent with the stated purposes and standards of this chapter.

2. The planning commission shall forward its recommendation, the application, and the outline development plan to the city council for further hearing as provided in subsection D of this section.

D. City Council Action: Upon receipt of the application, outline development plan, and planning commission recommendation, the city council shall hold a hearing, review the outline development plan and approve, disapprove, modify, or return the outline development plan to the planning commission for further consideration. Upon approval, the zoning map shall be amended to reflect the supplemental designation PUD, and the applicant shall be authorized to process a subdivision plat incorporating the provisions of the outline development plan.

Staff Recommendation:

According to the Glenpool 2030 Comprehensive Plan and Special District #4 as outlined above and current zoning patterns, the staff recommends approval of this rezoning request case to allow the overlay zoning of PUD on this tract from for RS-4 development for the bulk of the tract and CG development on the south 300 feet.

Attachments:

- 1. Case Map
- 2. 2030 Comprehensive Plan (subject tract area)

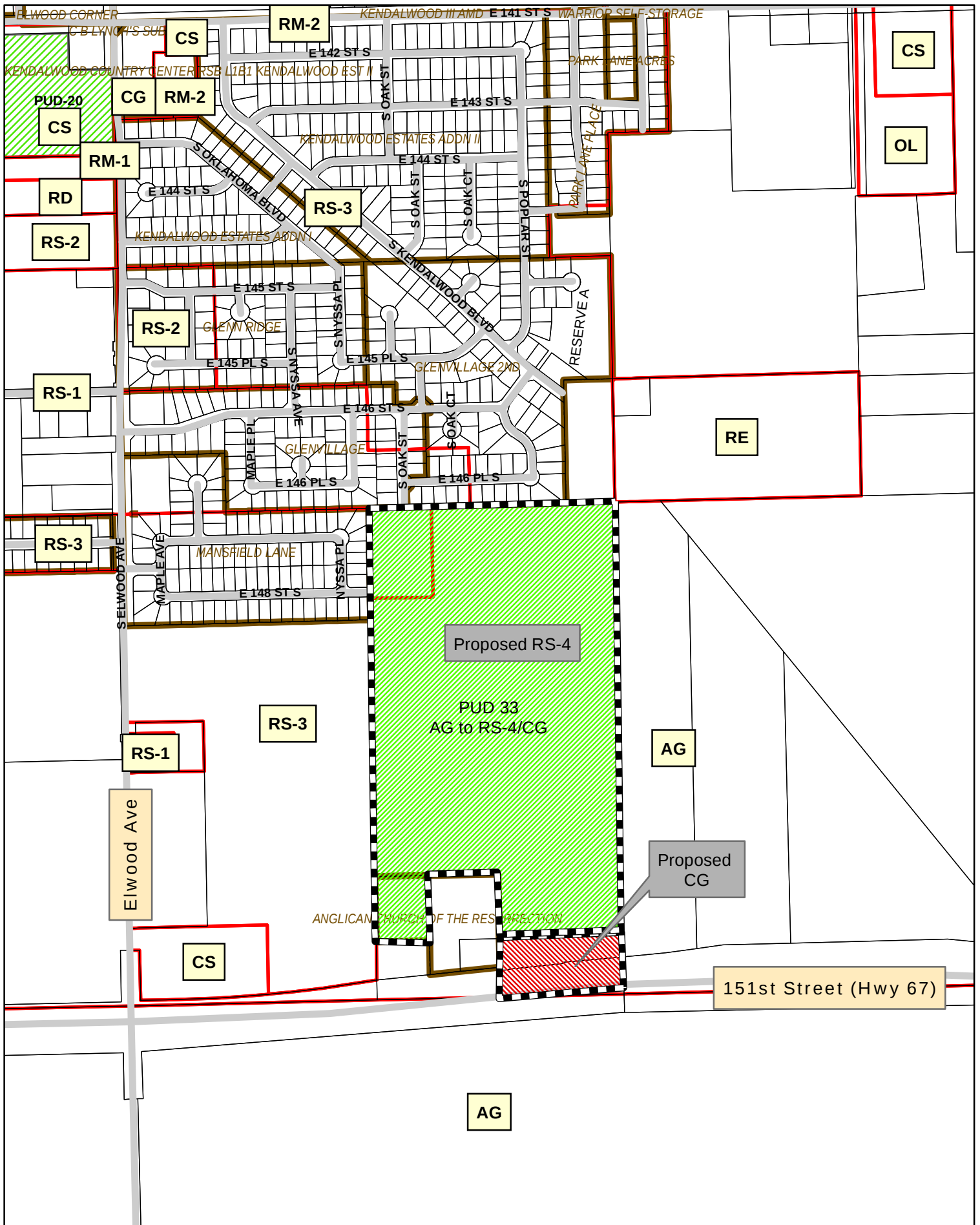
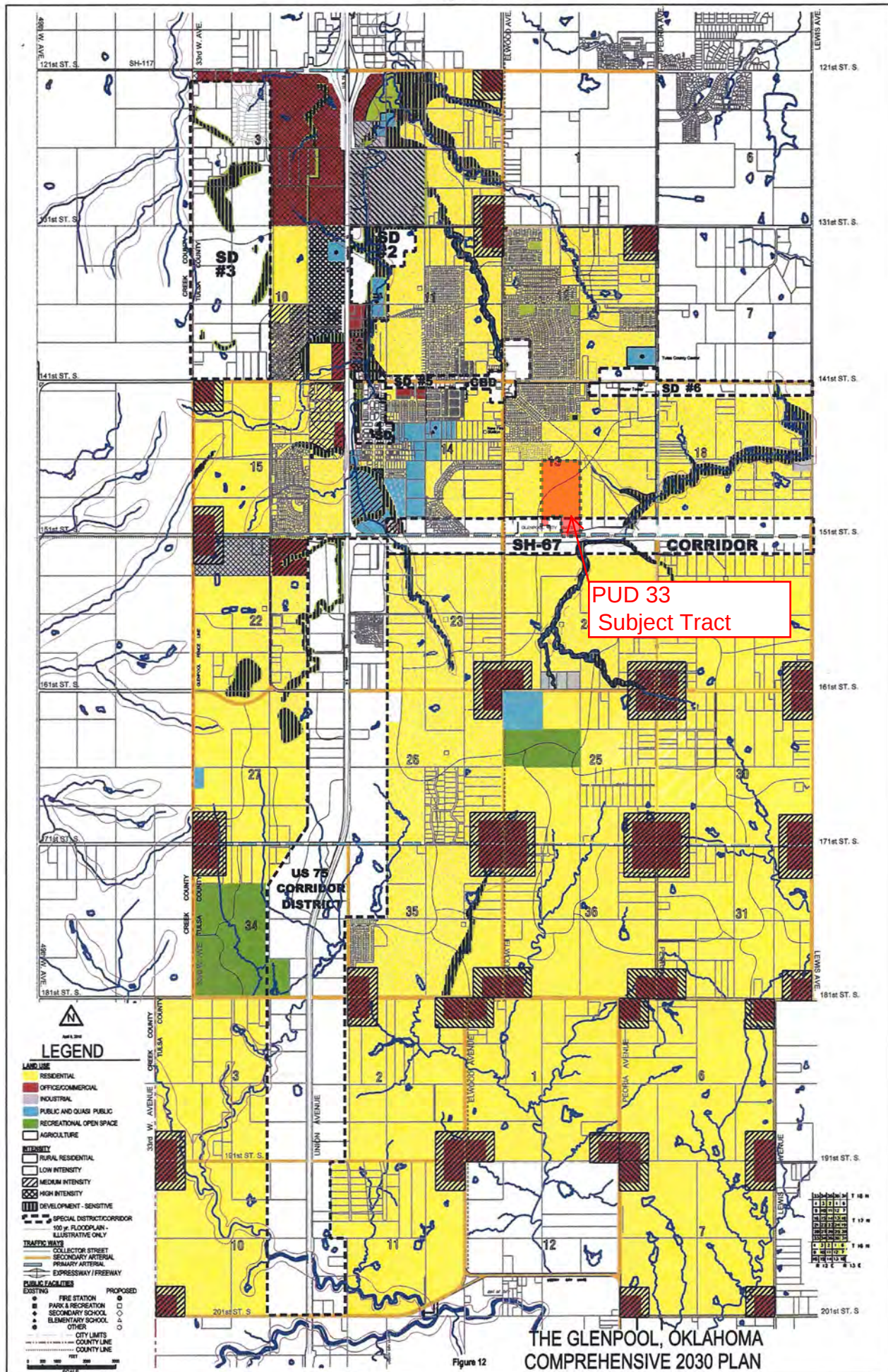


Figure 12



Mansfield Lane Blocks 5 - 15

A residential development in the City of Glenpool
Tulsa County, Oklahoma.

Planned Unit Development # **33**

Location:

Mansfield Lane Blocks 5 - 15, an Addition to the City of Glenpool, County of Tulsa, State of Oklahoma, located north of 151st street south and east of Elwood Avenue in Glenpool, Oklahoma

Land Area:

Total land area 70.03 acres not including street rights-of-way on East 151st Street South (Highway 67)

Date Prepared:

March 3, 2016

Owner:

Summit Properties, Inc.
P.O. Box 35218
Tulsa, Oklahoma 74153

Prepared By:

COWAN GROUP ENGINEERING, LLC.
5416 S. Yale
Tulsa, Oklahoma 74135
T 918.949.6171 F 918.949.6174



TABLE OF CONTENTS

Project description	Page 3
Development Standards	Page 4
General Provisions	Page 5
Legal description	Page 5
Conceptual Plat	Page 6
Exhibit of Soil Characteristics	Page 7

Project Description:

Mansfield Lane Blocks 5 - 15 is a residential subdivision in Glenpool located on the east side of Elwood Avenue approximately ½ mile north of 151st street. Mansfield Lane Blocks 5 - 15 will consist of public streets, sanitary sewer, water lines, storm sewers and two detention facilities which will be approved and accepted by the City of Glenpool.

Due to market conditions the development of Mansfield Lane Blocks 5 - 15 is primarily based on a smaller lot size and excellent access which will drive the residential market to this area of Glenpool. With great access and a consistent market of residential home construction this PUD # redevelopment will greatly improve the Mansfield Lane Blocks 5 - 15 success and completion.

This Planned Unit Development (PUD #) is an overlay covering the RS-4 zoning district and CG zoning district.

Development Standards

This PUD # shall be developed in accordance with the Glenpool Zoning Ordinance and the use and development regulations of the RS-4 and CG zoning districts except as described below.

Use Regulations (RS-4):

Permitted uses:	All uses allowed by right in the RS-4 zoning district and specifically single-family residential homes
-----------------	--

Dimensional Standards (RS-4):

Lot Width:

The minimum lot width proposed in the Mansfield Lane Blocks 5 - 15 will be 65'.

Front Yard Building Set Back:

The minimum front yard building set back will be 25'.

Minimum Side Yard Setback:

The minimum side yard building set back will be 5'.

The minimum home square footage shall be 1,100.

All other dimensional standards will be as per RS-4 zoning guidelines.

Use Regulations (CG):

Permitted uses:	All uses allowed by right in the CG zoning district
-----------------	---

Dimensional Standards (CG):

All dimensional standards will be as per CG zoning guidelines.

Transportation and Access:

The existing site has direct access to SH-67 (East 151st Street South) and will allow for an easterly stub for future development access – a collector street is additional proposed running north/south and also east/west as recommended by City staff.

Recreation and Landscaping:

Mansfield Lane Blocks 5 - 15's southern entry from SH-67 (East 151st Street South) shall be attractively landscape with trees, shrubs, etc. meeting the landscape code of the City of Glenpool (reference exhibit attached). Additionally, landscaping around detention ponds and all reserves will be provided but at a minimum be fully sodded. A playground area will be provided within Mansfield Lane Blocks 5 - 15 and will consist of a minimum of parking, swingsets, and picnic tables.

Soil Characteristics:

An exhibit is attached showing the soil characteristics at Mansfield Lane Blocks 5 - 15. These soils are sufficient for construction types as proposed within this development.

General Provisions**Utilities:**

Storm sewer, water, and sanitary sewer service will be constructed with this development and planned for future extension for development to the east. Franchise utilities will also serve the project with communications, gas and electric service as necessary.

Platting:

Prior to issuance of a certificate of occupancy a plat of record with restrictive covenants, enforceable by the City of Glenpool, setting forth the design standards of this approved Planned Unit Development (PUD #) shall be filed of record in the Office of the County Clerk.

Schedule:

The Mansfield Lane Blocks 5 - 15 redevelopment is expected to proceed immediately upon completion of the planning and/or platting process.

Legal Description:Mansfield Lane Blocks 5 - 15 Planned Unit Development #**LEGAL DESCRIPTION
FOR
RS-4 ZONING**

A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION THIRTEEN (13), 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.

DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION THIRTEEN (13), 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,

LESS AND EXCEPT: THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4)

AND LESS AND EXCEPT: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4); THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 1985.38 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4); THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4) A DISTANCE OF 143.19 FEET; THENCE N 84° 15' 02" E A DISTANCE OF 64.27 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 23053.31 FEET A DISTANCE OF 277.63 FEET, AND WHOSE CHORD BEARS N 84° 35' 44" E A DISTANCE OF 277.62 FEET; THENCE N 05° 03' 34" W A DISTANCE OF 15.00 FEET; THENCE A LONG A CURVE TO THE RIGHT HAVING A RADIUS OF 23068.31 FEET A DISTANCE OF 322.52 FEET AND WHOSE CHORD BEARS N 85° 20' 28" E A DISTANCE OF 322.52 FEET; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 200.64 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 661.79 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 200.64 FEET TO THE POINT OF BEGINNING; THENCE A LONG A CURVE TO THE LEFT HAVING A RADIUS OF 23068.31 FEET A DISTANCE OF 322.52 FEET AND WHOSE CHORD BEARS S 85° 20' 28" W A DISTANCE OF 322.52 FEET; THENCE S 05° 03' 34" E A DISTANCE OF 15.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 23053.31 FEET A DISTANCE OF 29.44 FEET, AND WHOSE CHORD BEARS S 84° 54' 14" W A DISTANCE OF 29.44 FEET; THENCE N 01° 08' 35" W A DISTANCE OF 199.53 FEET; THENCE N 88° 51' 25" E A DISTANCE OF 140.48 FEET; THENCE S 88° 34' 32" E A DISTANCE OF 60.06 FEET; THENCE N 88° 51' 25" E A DISTANCE OF 150.05 FEET, TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4); THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 160.05 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4); THENCE N 01° 07' 36" W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4), A DISTANCE OF 311.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING N 01° 07' 36" W, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 350.09 FEET, TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4); THENCE N 88° 35' 39" E, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SE/4 SW/4), A DISTANCE OF 287.78 FEET; THENCE S 01° 07' 36" E A DISTANCE OF 350.14 FEET; THENCE S 88° 36' 13" W A DISTANCE OF 287.78 FEET, TO THE POINT OF BEGINNING. ALSO KNOWN AS LOT 2, BLOCK 1 OF ANGLICAN CHURCH OF THE RESURRECTION, RECORDED AS PLAT NO. 6373 IN THE OFFICE OF THE TULSA COUNTY CLERK.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4); THENCE
N 88° 36' 36" E, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 2647.16 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE N 01° 07' 18" W, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 360.69 FEET TO THE POINT OF BEGINNING; THENCE S 88° 52' 44" W A DISTANCE OF 150.05 FEET; THENCE N 88° 33' 13" W A DISTANCE OF 60.06 FEET; THENCE S 88° 52' 44" W A DISTANCE OF 140.48 FEET; THENCE S 01° 07' 16" E A DISTANCE OF 199.53 FEET, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST 151ST STREET SOUTH AS DESCRIBED IN WARRANTY DEED TO STATE OF OKLAHOMA AS RECORDED IN BOOK 5278, PAGE 1655 IN THE OFFICE OF THE TULSA COUNTY CLERK; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 23053.31 FEET, AN ARC DISTANCE OF 248.18 FEET, A CENTRAL ANGLE OF 00° 37' 01", A CHORD BEARING OF S 84° 34' 52" W AND A CHORD DISTANCE OF 248.18 FEET, TO A POINT OF TANGENCY ON SAID NORTH RIGHT OF WAY LINE; THENCE S 84° 16' 21" W, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 64.27 FEET, TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER (SW/4 SE/4 SW/4); THENCE N 01° 07' 16" W, ALONG SAID EAST LINE, A DISTANCE OF 518.01 FEET, TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER (SW/4 SE/4 SW/4); THENCE S 88° 36' 02" W, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER (SW/4 SE/4 SW/4), A DISTANCE OF 374.31 FEET, TO THE NORTHEAST CORNER OF LOT 2, BLOCK 1 OF ANGLICAN CHURCH OF THE RESURRECTION, RECORDED AS PLAT NO. 6373 IN THE OFFICE OF THE TULSA COUNTY CLERK; THENCE S 01° 07' 13" E, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 350.14 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S 88° 36' 36" W, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 287.78 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 2 AND A POINT ON THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER (E/2 SW/4); THENCE N 01° 07' 13" W, ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER (E/2 SW/4) AND THE WEST LINE OF SAID LOT 2, A DISTANCE OF 350.09 FEET, TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE CONTINUING N 01° 07' 13" W, CONTINUING ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER (E/2 SW/4), A DISTANCE OF 1983.44 FEET, TO THE NORTHWEST CORNER OF SAID EAST HALF OF SAID SOUTHWEST QUARTER (E/2 SW/4); THENCE N 88° 34' 40" E, ALONG THE NORTH LINE OF SAID EAST HALF OF SAID SOUTHWEST QUARTER (E/2 SW/4), A DISTANCE OF 1324.13 FEET, TO THE NORTHEAST CORNER OF SAID EAST HALF OF SAID SOUTHWEST QUARTER (E/2 SW/4); THENCE S 01° 07' 18" E, ALONG THE EAST LINE OF SAID EAST HALF OF SAID SOUTHWEST QUARTER (E/2 SW/4), A DISTANCE OF 2284.59 FEET, TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 68.6380 ACRES / 2,989,884.11 SQUARE FEET.

THE BASIS OF BEARINGS FOR SAID TRACT IS N 88° 36' 36" E ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), 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.

**LEGAL DESCRIPTION
FOR
CG ZONING**

A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION THIRTEEN (13), 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.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE N 88° 36' 36" E, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 2647.17 FEET, TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE N 01° 07' 18" W, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 200.64 FEET, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST 151ST STREET SOUTH AS DESCRIBED IN WARRANTY DEED TO STATE OF OKLAHOMA AS RECORDED IN BOOK 5278, PAGE 1655 IN THE OFFICE OF THE TULSA COUNTY CLERK AND THE POINT OF BEGINNING; THENCE A LONG A CURVE TO THE LEFT, AND ALONG SAID NORTH RIGHT OF WAY LINE, HAVING A RADIUS OF 23068.31 FEET, AN ARC DISTANCE OF 322.80 FEET, A CENTRAL ANGLE OF 00° 48' 06", A CHORD BEARING OF S 85° 21' 49" W AND A CHORD DISTANCE OF 322.80 FEET; THENCE S 05° 02' 15" E, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 15.00 FEET; THENCE ALONG A CURVE TO THE LEFT, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, HAVING A RADIUS OF 23053.31 FEET, AN ARC DISTANCE OF 29.44 FEET, A CENTRAL ANGLE OF 00° 04' 23", A CHORD BEARING OF S 84° 55' 34" W AND A CHORD DISTANCE OF 29.44 FEET; THENCE N 01° 07' 16" W A DISTANCE OF 199.53 FEET; THENCE N 88° 52' 44" E A DISTANCE OF 140.48 FEET; THENCE S 88° 33' 13" E A DISTANCE OF 60.06 FEET; THENCE N 88° 52' 44" E A DISTANCE OF 150.05 FEET, TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4); THENCE S 01° 07' 18" E, ALONG SAID EAST LINE, A DISTANCE OF 160.05 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 1.3924 ACRES / 60,652.16 SQUARE FEET.

THE BASIS OF BEARINGS FOR SAID TRACT IS N 88° 36' 36" E ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), 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.



Notes

ALL STREET RIGHTS-OF-WAY ARE DEDICATED AS PUBLIC STREETS BY THIS PLAT

ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION

ALL WATER AND SANITARY SEWER SERVICES WILL BE SUPPLIED AND MAINTAINED BY THE CITY OF GLENPOOL

Summary

SUBDIVISION CONTAINS TWO HUNDRED FIFTY ONE (251) RESIDENTIAL LOTS IN ELEVEN BLOCKS (11) AND FIVE (5) RESERVE AREAS AND TWO (2) COMMERCIAL LOTS

GROSS SUBDIVISION AREA
3,050,537.17 SF / 70.030 ACRES

Legend

B/L - BUILDING SETBACK LINE
F/L - FENCE AND LANDSCAPE EASEMENT
1073 U/E - UTILITY EASEMENT
XXXX - INDICATES STREET ADDRESS

PLANNED UNIT DEVELOPMENT NO. _____

Mansfield Lane

Blocks 5-15

A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

Basis of Bearings

BASIS OF BEARINGS IS PLATTED BEARING N 01°07'13" W ALONG THE EAST LINE OF MANSFIELD LANE ACCORDING TO THE RECORDED PLAT THEREOF

Monumentation

ALL CORNERS SHOWN HEREON WERE SET USING A 3/8" x 18" STEEL PIN WITH A GREEN PLASTIC CAP STAMPED "FRITZ 1694"

Benchmark

5/8" REBAR - 1 1/2" ALUMINUM CAP-FLUSH-STAMPED "533", SET NORTHEAST OF 141ST STREET SOUTH AND ELWOOD AVENUE
ELEVATION = 715.276' (NAVD 1988)

R 12 E



Location Map
SCALE 1"=2000'



Scale: 1" = 100'

FINAL PLAT

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL PLANNING COMMISSION ON _____

CHAIRPERSON, VICE CHAIRPERSON OR SECRETARY

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE GLENPOOL CITY COUNCIL ON _____

MAYOR OR VICE MAYOR

THIS APPROVAL IS VOID IF THE ABOVE SIGNATURES ARE NOT ENDORSED BY THE CITY MANAGER

CITY MANAGER

THIS APPROVAL SHALL NOT BE INTERPRETED TO MEAN STREETS, SANITARY SEWERS, STORM DRAINAGE OR OTHER UTILITIES ARE CONSTRUCTED AS SHOWN ON THIS PLAT

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

I, PAT KEY, TULSA COUNTY CLERK, IN A FOR THE COUNTY AND STATE ABOVE NAMED, DO HEREBY CERTIFY THAT THE FORGOING IS A TRUE AND CORRECT COPY OF A LIKE INSTRUMENT NOW ON FILE IN MY OFFICE

DATED THE _____ DAY OF _____ 2016

PAT KEY, TULSA COUNTY CLERK

DEPUTY

COUNTY TREASURER STAMP

**NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
SPECIAL MEETING**

A Special Session of the Glenpool Utility Service Authority will begin at 6:30 p.m. immediately following the Glenpool City Council meeting, on Monday, April 18, 2016, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

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

AGENDA

- A) Call to Order
- B) Roll call, declaration of quorum
- C) Scheduled Business
 - 1) Discussion and possible action to approve the essential points of an agreement by and between the City of Glenpool and the Glenpool Utility Services Authority (together, "Glenpool") and Rural Water District No. 2, Creek County ("Creek-2") for the purpose of collaborating to provide potable water service and fire suppression service to developments of property that are identified as "Reserved Creek-2 Water Customers" in the Agreement of Compromise, Settlement and Release, entered into by and between Glenpool and Creek-2 and dated May 11, 2015; authorizing the City Attorney to complete negotiations of a final agreement, provided that it shall be consistent with said essential points; and authorizing the Mayor to execute said agreement when finalized to the satisfaction of the attorneys for both parties.
(Lowell Peterson, Trust Counsel)
- D) Adjournment

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

Signed: _____
Clerk



To: MR. CHAIRMAN AND TRUSTEES, GUSA
From: Lowell Peterson, City Attorney
Date: April 18, 2016
Subject: Water Service Agreement with Creek-2 Rural Water District

Background:

As the Council and GUSA are well aware, the City and GUSA entered into a Settlement Agreement with Creek-2 about this same time last year to settle the federal litigation that had been pending since April 2011. One of the key provisions in the Agreement was that all property located within the city boundaries as of the agreement date was to be classified as the "Released Area," which means that (with certain exceptions) the City/GUSA have the unrestricted right to provide water service without any financial or other obligation to Creek-2.

The "certain exceptions" include a list of properties identified within the Released Area as pre-existing "Creek-2 Reserved Water Customers. Creek-2 maintains the exclusive right to serve these specific properties into perpetuity, even beyond the life of the Settlement Agreement.

We are now finding, as we expected would be the case, that this presents an obstacle to developers who want to have Glenpool water for properties they have purchased that happen to be on the list of Creek-2 Reserved Water Customers.

After much discussion among ourselves, with the developers and with the office of Steve Harris, we have worked out an agreement that we believe fairly resolves the problem for now and going forward into the future when this complication will rise again.

Essentially, the agreement is that the developer will install and dedicate to Creek-2 all potable water lines within the development for drinking water purposes. Glenpool will then tap into the Creek-2 lines and provide sufficient supplemental water service to be able to address fire suppression services if and when they develop. There is also a mechanism for billing Creek-2 for any water of ours that it uses for any purpose other than fire suppression.

I have spelled out the details of the agreement on the next page. Steve has presented this to his board with a positive result. Hopefully, the matter can be concluded by no later than the end of April.

Staff Recommendation:

I recommend that the City Council/GUSA Board of Trustees approve the following provisions to be included within the proposed water service agreement and authorize the Mayor to execute the agreement once the lawyers for the parties have finalized its terms and conditions.

Non-Negotiable Provisions of the Agreement:

As I look through your proposed agreement in detail, I conclude that we are in substantial agreement on the major points of the undertaking:

- Developers will agree to install and dedicate to Creek-2 all on-site water lines.
- They will also install and dedicate to Glenpool on-site fire hydrants that meet the City's code requirements.
- Glenpool will agree to connect a Glenpool off-site water line to the on-site Creek-2 water lines.
- If there is no Glenpool water line in the immediate vicinity of the property, the developer will also install and dedicate to Glenpool sufficient water lines to run from an existing line to the property.
- The connection will include both a pressure sustaining valve mechanism and a meter.
- Water flow that is activated by a decrease in pressure in the development will be provided at no cost to Creek-2 in either one of five situations:
 - o A fire protection service event.
 - o Testing and flushing of hydrants by Glenpool.
 - o Testing and flushing of Creek-2 water lines, using Glenpool hydrants.
 - o A malfunction in the pressure sustaining valve mechanism that causes an unintentional discharge of Glenpool water into the Creek-2 lines.
 - o Water escaping from a fire hydrant due to a failure of the hydrant or leak from the hydrant or hydrant connection, for which Creek-2 is not at fault.
- Water flow that is activated by a decrease in pressure in the development that is not related to either of those events (*i.e.*, a decrease attributable to higher than anticipated water usage on the development site particularly, though not exclusively, for seasonal increases in usage), will be provided to Creek-2 by Glenpool with no mark-up (*i.e.*, Creek-2 will pay the same cost that Glenpool pays Tulsa).
- The parties agree to respective maintenance obligations.

Thank you.