

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:30 p.m. on Tuesday, February 16, 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 – Rev. Heather Scherer, Living Water Methodist Church**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) Chamber of Commerce Report -- T. A. Hollis, Chairman**
- F) City Manager Report – Roger Kolman, City Manager**
- G) Mayor Report – Timothy Lee Fox, Mayor**
- H) Council Comments**
- I) Public Comments**
- J) Reading of Proclamation -- Timothy Lee Fox, Mayor**
- K) Recognition of Employee of the Month -- Timothy Lee Fox, Mayor**
- L) Scheduled Business**
 - 1) Discussion and possible action to approve minutes from February 1, 2016 meeting.**
 - 2) Discussion and possible action to approve Resolution No. 16-02-05, A Resolution Of The City Council Of The City Of Glenpool, Expressing Support For Tulsa County's Proposed Funding For Constructing Road And Infrastructure Projects, Improving Public Recreational Facilities, And County Capital Improvements Pursuant To An Election To Be Held On April 5, 2016, In Tulsa County, Renewing A Portion Of The Sales Tax From The Sunset Of The Tulsa County Vision 2025 Program.
(Roger Kolman, City Manager)**
 - 3) Discussion and possible action to approve Resolution No. 16-02-06, A Resolution Of The City Council Of The City Of Glenpool, Expressing Support For The City Of Owasso's Proposed Funding For Road And Street Improvements, Pursuant To An Election To Be Held On April 5,**

2016, In The City Of Owasso, Capturing A Portion Of The Sales Tax From The Sunset Of The Tulsa County Vision 2025 Program.

(Roger Kolman, City Manager)

- 4) Discussion and possible action to accept Audit of City of Glenpool financial statements by Arledge & Associates, P.C. for Fiscal Year Ending June 30, 2015, tabled from January 4, 2016 City Council meeting.
(Julie Casteen, Finance Director)
- 5) Discussion and presentation regarding voter informational outreach program related to April 5, 2016 ballot propositions for the City of Glenpool.
(Roger Kolman, City Manager and Mandy Vavrinak, Crossroads Communications, LLC)
- 6) Discussion and possible action to allocate up to \$7,000.00 from the Council Contingency line item, account 01-6-11-6289 to be used to fund the voter informational outreach program related to the April 5, 2016 ballot propositions for the City of Glenpool.
(Roger Kolman, City Manager)
- 7) Discussion and presentation concerning public safety communications system upgrade.
(Paul Newton, Fire Chief)
- 8) Discussion and possible action to authorize an amendment to Sections 5 and 10 of the Settlement Agreement entered into between and among the City of Glenpool, GUSA (together, "Glenpool") and Creek County Rural Water District No. 2("Creek-2"), effective as of May 15, 2015, for the purposes of: (i) amending the definition of "Auditable Period" from "shall mean successive 12-month periods, commencing on February 1, 2015" to "shall mean successive 12-month periods, commencing on July 1, 2015, *provided that* the first Auditable Period shall also include the dates of May 15, 2015 through June 30, 2015"; (ii) amending the deadline date for issuance of the audit to be changed from no later than 90 days following July 1; and (iii) to clarify that the deadline date for either party to report claims of non-compliance with the Settlement Agreement to the other party shall be 90 days following the actual date of issuance of the audit.
(Lowell Peterson, City Attorney)
- 9) Discussion and possible action to authorize the City of Glenpool City Manager, acting on behalf of the City of Glenpool and the Glenpool Utility Services Authority ("GUSA"), to sign for both the City of Glenpool and GUSA, as necessary, the AGREEMENT OF "SHARED UTILITY CUSTOMER" (CREEK-2 WATER /GLENPOOL WASTEWATER COLLECTION SERVICES) WITH CREEK-2 AND GLENPOOL, pursuant to the terms of the Settlement Agreement entered into between and among the City of Glenpool, GUSA (together, "Glenpool") and Creek County Rural Water District No. 2("Creek-2"), effective as of May 15, 2015, for the purpose of allowing Creek-2 water customers the option of choosing to connect to Glenpool wastewater collection services in accordance with the terms and provisions of Sections 8 and 9 of said Settlement Agreement.
(Lowell Peterson, City Attorney)
- 10) Discussion and possible action to approve proposal for engineering and architectural related services from Helms & Associates for the design of a soccer complex located at the SoCo Recreational Facility in a total amount not to exceed \$56,200.00, and request authorization for the City Manager to enter into a contract with this consultant for the services described therein.
(Lynn Burrow, Community Development Director)

M) Adjournment

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

Signed: _____
City Clerk



Glenpool Chamber of Commerce

Monthly Executive Report for January -2016

<i>Member Statistics</i>		<i>Contacts made:</i>		
	Actual New Members	In Person	Phone	Email
Potential Membership	4		15	10
New Members: Water Front Grill , Freddie's, Standleys Systems, Cowan Group.				
	Actual Current Membership	In Person	Phone	Email
Current Membership	212			
Discontinued Members:				
Luncheon Attendance: Jan 62; Feb 47				

	<i>Contacts made:</i>	<i>In Person</i>	<i>Phone</i>	<i>Email</i>
Economic Development	0	0	0	

	<i>Contacts made:</i>	<i>Ribbon Cuttings</i>	<i>In Person</i>	<i>Phone</i>	<i>Email</i>
Community Marketing-Events	3				
Simple Simons Ground Breaking, Annual Chamber Banquet, Banks Entertainment Ribbon Cutting					

	<i>Contacts made:</i>	<i>NewComer Packs Distributed</i>	<i>In Person</i>	<i>Phone</i>	<i>Email</i>
Public Relations	51				

Upcoming Events:

Joint Business after Hours with Sapulpa -TBD

Golf Tournament - TBD

Black Gold Days June 15-19 2016

2016 Leadership Glenpool -TBD

PROCLAMATION
NATIONAL PANCAKE DAY
MARCH 8, 2016

WHEREAS, Shriners Hospitals for Children is a national non-profit organization committed to giving children the opportunity to live a more normal life.

WHEREAS, Shriners Hospitals for Children gives children the opportunity to receive treatment for orthopedic problems, severe burns and spinal cord injuries and provides them with a head start in developing a normal life, regardless of the patient's ability to pay, that is essential to becoming successful and contributing adults.

WHEREAS, on March 8, 2016, Shriners Hospitals for Children and IHOP, will join together to encourage people to donate to Shriners Hospitals for Children activities in our city.

BE IT PROCLAIMED that I, Timothy Lee Fox, Mayor of City of Glenpool, in recognition of this important event, do hereby proclaim March 8, 2016, as "IHOP's National Pancake Day and Shriners Hospitals for Children Day."

Signed this 16th day of February 2016.

Timothy Lee Fox, Mayor

ATTEST:

Susan White, City Clerk



February 16, 2016

Dear Darrell,

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

Since the time you began working at the city in July 2014, you have displayed great enthusiasm to learn and grow professionally. You've maintained an excellent relationship with customers both internal and external and your sense of humor and pleasant demeanor are qualities that make you genuinely appreciated by your co-workers. Your willingness to go the extra mile to get a task accomplished on time and readily accepting new challenges with a cheerful attitude has not gone unnoticed.

We appreciate the effort and the time you have put into trying new methods to improve efficiency including establishing blanket POs for routine items to save department man-hours. You continue to work hard to ensure the city's funds are being properly spent by challenging invoices and following up on services received by vendors.

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

February 1, 2016

The Regular Session of the Glenpool City Council was held at 6:30 p.m., Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present: Jennifer Ballew, Councilor; Brandon Kearns, Councilor; Momodou Ceesay, Vice Mayor; and Timothy Fox, Mayor. Patricia Agee, 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 was: Rev. Rick Tabisz, King of Kings Lutheran Church

- A) Mayor Fox called the meeting to order at 6:30 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Rev. Rick Tabisz offered the Invocation.**
- D) Mayor Fox led the Pledge of Allegiance.**
- E) Glenpool Conference Center Report – Lea Ann Reed**
 - Lea Ann Reed reported that sixteen events were held at the Conference Center in January. The Conference Center served as the venue for the Glenpool Chamber of Commerce Annual Banquet. Ms. Reed recognized Vice Mayor Ceesay and Assistant Police Chief Bart Harris for the awards they received at the Chamber Banquet.
 - She highlighted the upcoming Glenpool Theatre event hosted by the Glenpool High School Vocal Class. This is a returning event at the Conference Center.
- F) Community Development Report – Lynn Burrow, Community Development Director**
 - Lynn Burrow 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 January; as well as activities in the Planning, Building, and Code Enforcement Departments. The activity continues to escalate in the Community Development Department as evidenced by the Report.
- G) City Manager Report – Roger Kolman, City Manager**
 - Mr. Kolman alerted the Council to a request for donations to fund the Send Off Seniors Night event on May 23, 2016.
 - Mr. Kolman and Councilor Kearns recently met with the Glenpool Public Schools Long Range Planning Committee. The Committee is working with TCC to maintain a local campus in Glenpool.
 - Mr. Kolman expressed his appreciation to those that attended the Simple Simon's groundbreaking ceremony. Simple Simons' headquarters will be the first corporate offices of its kind in Glenpool.

- Mr. Kolman expressed his gratitude to Detective Powell and the other officers involved in bringing to justice a person who was arrested for a crime against a child in Glenpool. The defendant pled guilty on February 1. Mr. Kolman stated, "They got a bad person off the streets."

H) Mayor Report – Timothy Fox, Mayor

- Mayor Fox expressed his appreciation to the Glenpool Chamber of Commerce for bestowing the coveted Citizen of the Year award upon eleven year old Katrina Stevens for her contribution to the Glenpool Animal Shelter. Katrina organized a fundraiser by requesting donations to the shelter given in lieu of birthday gifts at her birthday bash last summer.
- Mayor Fox reported that he and Mr. Kolman had recently met with a regional economic development team concerning the need for further industrial positions in Glenpool.
- Mayor Fox spoke of the Simple Simon's groundbreaking event stating, "I'm happy they are bringing their corporate offices to Glenpool."
- Mayor Fox enjoyed shopping and watching others shop at the JBF sale recently held at the Conference Center. He followed up his report with the following statement, "I'm so proud of our city and our building."

I) Council Comments

- None.

J) Public Comments

- None.

K) Scheduled Business

1) Discussion and possible action to approve minutes from January 15, 19, and 25, 2016 meetings.

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

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

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

2) Discussion and possible action to approve and adopt Ordinance No. 715, An Ordinance That: (A) Levies And Assesses A Sales Tax Of Twenty-Nine Hundredths Of One Percent (.29%) Upon The Gross Receipts Or Proceeds On Taxable Sales Of Goods And Services, As Defined In The Ordinance, In The City Of Glenpool, Oklahoma, In Addition To Present Sales Taxes Upon Such Gross Receipts Or Proceeds, For The Purpose Of Funding Capital Improvements Pertaining To Road And Street Improvements, Water And Wastewater System Improvements, Storm Sewer Improvements, Acquisition Of Parks Maintenance Equipment, Improvements To Public Park Lands And Facilities, And Promoting Economic Development, All Within Said City, And/Or To Be Applied Or Pledged Toward The Payment Of Principal And Interest On Any Indebtedness, Including Refunding Indebtedness, Incurred By Or On Behalf Of Said City For Such Purpose; (B) Provides For Such

Sales Tax To Commence On January 1, 2017; (C) Provides For The Duration Of Such Sales Tax For No More Than 20 Years; (D) Prescribes Procedures For The Collection And Remittance Of Such Sales Tax And Penalties For The Failure To Do So; And (E) Includes Such Other Provisions, Terms And Conditions As Necessary And Lawful For The Effective Implementation And Enforcement Of Said Ordinance.

Lowell Peterson, City Attorney read the entire title and reviewed each section of the ordinance.

MOTION: Vice Mayor Ceesay moved, second by Councilor Ballew to approve and adopt Ordinance No. 715, An Ordinance That: (A) Levies And Assesses A Sales Tax Of Twenty-Nine Hundredths Of One Percent (.29%) Upon The Gross Receipts Or Proceeds On Taxable Sales Of Goods And Services, As Defined In The Ordinance, In The City Of Glenpool, Oklahoma, In Addition To Present Sales Taxes Upon Such Gross Receipts Or Proceeds, For The Purpose Of Funding Capital Improvements Pertaining To Road And Street Improvements, Water And Wastewater System Improvements, Storm Sewer Improvements, Acquisition Of Parks Maintenance Equipment, Improvements To Public Park Lands And Facilities, And Promoting Economic Development, All Within Said City, And/Or To Be Applied Or Pledged Toward The Payment Of Principal And Interest On Any Indebtedness, Including Refunding Indebtedness, Incurred By Or On Behalf Of Said City For Such Purpose; (B) Provides For Such Sales Tax To Commence On January 1, 2017; (C) Provides For The Duration Of Such Sales Tax For No More Than 20 Years; (D) Prescribes Procedures For The Collection And Remittance Of Such Sales Tax And Penalties For The Failure To Do So; And (E) Includes Such Other Provisions, Terms And Conditions As Necessary And Lawful For The Effective Implementation And Enforcement Of Said Ordinance.

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

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

- 3) **Discussion and possible action to approve and adopt Resolution No. 16-02-01, A Resolution Authorizing The Calling And Holding Of A Special Election In The City Of Glenpool, State Of Oklahoma, For The Purpose Of Submitting To The Registered, Qualified Electors Of Said City The Question Whether Ordinance No. 715 Adopted By The City Council On The First Day Of February 2016, Which Levies And Assesses A Sales Tax Of Twenty-Nine Hundredths Of One Percent (.29%) To Take Effect On January 1, 2017, In Addition To Present Sales Taxes Upon The Gross Receipts Or Proceeds On Certain Sales As Therein Defined, Provides For The Purpose Of The Sales Tax, Defines Terms, Prescribes Procedures, Remedies, Lien And Fixes Penalties, Fixes Effective Date And Making Provisions Severable, Shall Be Approved; And Notifying The Tulsa County Election Board Of The Holding Of Such Election.**

Mr. Lowell Peterson explained that the Resolution provides a process by which the Mayor is authorized to call the Special Election and define the proposition language for the ballot. Mr. Peterson recommended adoption since the related Ordinance No. 715 was adopted.

MOTION: Councilor Kearns moved, second by Vice Mayor Ceesay to adopt Resolution No. 16-02-01 as presented.

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

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

- 4) **Discussion and possible action to approve and adopt Ordinance No. 716, An Ordinance That: (A) Levies And Assesses A Sales Tax Of Twenty-Six Hundredths Of One Percent (.26%) Upon The Gross Receipts Or Proceeds On Taxable Sales Of Goods And Services, As Defined In The Ordinance, In The City Of Glenpool, Oklahoma, In Addition To Present Sales Taxes Upon Such Gross Receipts Or Proceeds, For The Purpose Of Funding Capital Improvements Pertaining To Police And Fire Equipment And Vehicles, System Improvements To Police And Fire Communications Equipment And Infrastructure, And Police And Fire Facilities Within Said City, And/Or To Be Applied Or Pledged Toward The Payment Of Principal And Interest On Any Indebtedness, Including Refunding Indebtedness, Incurred By Or On Behalf Of Said City For Such Purpose; (B) Provides For Such Sales Tax To Commence On January 1, 2017; (C) Provides For The Duration Of Such Sales Tax For No More Than 20 Years; (D) Prescribes Procedures For The Collection And Remittance Of Such Sales Tax And Penalties For The Failure To Do So; And (E) Includes Such Other Provisions, Terms And Conditions As Necessary For The Effective Implementation And Enforcement Of Said Ordinance.**

Mr. Lowell Peterson read the ordinance title and told the Council that basically all of the provisions in the ordinance were identical to Ordinance 715, except for Section 7 which identifies the purpose as funding capital improvements pertaining to Public Safety.

MOTION: Vice Mayor Ceesay moved, second by Councilor Kearns to approve Ordinance No. 716 as presented.

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

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

- 5) **Discussion and possible action to approve and adopt Resolution No. 16-02-02, A Resolution Authorizing The Calling And Holding Of A Special Election In The City Of Glenpool, State Of Oklahoma, For The Purpose Of Submitting To The Registered, Qualified Electors Of Said City The Question Whether Ordinance No. 716 Adopted By The City Council On The First Day Of February 2016, Which Levies And Assesses A Sales Tax Of Twenty-Six Hundredths Of One Percent (.26%) To Take Effect On January 1, 2017, In Addition To Present Sales Taxes Upon The Gross Receipts Or Proceeds On Certain Sales As Therein Defined, Provides For The Purpose Of The Sales Tax, Defines Terms, Prescribes Procedures, Remedies, Lien And Fixes Penalties, Fixes Effective Date And Making Provisions Severable, Shall Be Approved; And Notifying The Tulsa County Election Board Of The Holding Of Such Election.**

Mr. Peterson pointed out that this Resolution authorizes the Mayor to call a Special Election for the purpose stated in Ordinance No. 716 which is funding for Public Safety capital improvements.

MOTION: Councilor Ballew moved, second by Councilor Kearns to approve and adopt Resolution No. 16-02-02 as presented.

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

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

- 6) **Discussion and possible action to approve and adopt Ordinance No. 717, An Ordinance That: (A) Levies And Assesses A Sales Tax Of Fifty-Five Hundredths Of One Percent (.55%) Upon The Gross Receipts Or Proceeds On Taxable Sales Of Goods And Services, As Defined In The Ordinance, In The City Of Glenpool, In Addition To**

Present Sales Taxes Upon Such Gross Receipts Or Proceeds, For The Purpose Of Staffing Additional Police And Firefighting Personnel Within Said City; (B) Provides For Such Sales Tax To Commence On June 1, 2016; (C) Provides For The Duration Of Such Sales Tax To Be Until Amended Or Repealed By The Voters Of The City; (D) Prescribes Procedures For The Collection And Remittance Of Such Sales Tax And Penalties For The Failure To Do So; And (E) Includes Such Other Provisions, Terms And Conditions As Necessary For The Effective Implementation And Enforcement Of Said Ordinance.

Lowell Peterson, City Attorney read the title of Ordinance No. 717 and explained that the ordinance if approved levies a permanent sales tax which shall apply expressly to funding for additional Police and Firefighting personnel. Roger Kolman, City Manager reminded Councilors that the purpose was discussed at a City Council Workshop in October 2015, and generally will provide funding to add five full-time police officers, and seven full-time firefighters. The tax, if approved will become effective June 1, 2016.

MOTION: Vice Mayor Ceesay moved, second by Councilor Kearns to adopt Ordinance No. 717 as presented.

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

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

- 7) **Discussion and possible action to approve and adopt Resolution No. 16-02-03, A Resolution Authorizing The Calling And Holding Of A Special Election In The City Of Glenpool, State Of Oklahoma, For The Purpose Of Submitting To The Registered, Qualified Electors Of Said City The Question Whether Ordinance No. 717 Adopted By The City Council On The First Day Of February 2016, Which Levies And Assesses A Sales Tax Of Fifty-Five Hundredths Of One Percent (.55%) To Take Effect On June 1, 2016, In Addition To Present Sales Taxes Upon The Gross Receipts Or Proceeds On Certain Sales As Therein Defined, Provides For The Purpose Of The Sales Tax, Defines Terms, Prescribes Procedures, Remedies, Lien And Fixes Penalties, Fixes Effective Date And Making Provisions Severable, Shall Be Approved; And Notifying The Tulsa County Election Board Of The Holding Of Such Election.**

Mr. Peterson explained that Resolution No. 16-02-03 allows the Mayor to call a Special Election and authorizes the purpose of a permanent tax to fund new positions to Public Safety personnel.

MOTION: Councilor Kearns moved, second by Vice Mayor Ceesay to approve and adopt Resolution No. 16-02-03 as presented.

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

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

- 8) **Discussion and possible action to approve a Special Election Proclamation and Notice and directing the publication of Resolutions No. 16-02-01; 16-02-02; and 16-02-03, once in a newspaper of general circulation in the City of Glenpool and directing the publication of this Proclamation on three consecutive Thursdays immediately preceding the special election, for the purpose of authorizing the calling of a special election on the Propositions set forth in such Special Election Proclamation and Notice, to be held in the City of Glenpool, Oklahoma, on the 5th day of April 2016; and for the purpose of submitting to the registered, qualified voters in the City of Glenpool the**

Propositions therein with respect to whether such voters shall choose to approve Ordinances No. 715, 716, and 717, and the sales tax provisions therein.

Lowell Peterson, City Attorney announced that the Proclamation and Notice is a legal requirement of the special election process and must be published, as well as filed with the Tulsa County Election Board.

MOTION: Vice Mayor Ceesay moved, second by Mayor Fox to approve the Special Election Proclamation and Notice for the purpose of calling a special election to submit to the voters of Glenpool the propositions identified in Ordinances No. 715, 716, and 717.

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

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

- 9) Discussion and possible action to adopt Resolution No. 16-02-04, A Resolution amending Part V of the City of Glenpool 2030 Comprehensive Plan, as adopted by Resolution No. 10-07-01, by adding a section to provide for a process of amending the 2030 Comprehensive Plan for the City of Glenpool and repealing all resolutions in conflict herewith.**

Rick Malone, City Planner presented Resolution No. 16-02-04, stating adoption of the Resolution will provide a process to amend the City of Glenpool 2030 Comp Plan. The current Plan fails to designate a process for amendments.

MOTION: Councilor Kearns moved, second by Vice Mayor Ceesay to adopt Resolution No. 16-02-04 as presented.

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

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

- 10) Discussion and possible action to ratify the Utilities Construction Contract No. GLP WTF 15001, for construction of the Glenpool water system elevated water storage tower facility and related water line improvements, to be located on property belonging to the City at 156th Street South, east of US Highway 75, as approved by GUSA on December 14, 2015, entered into with Goins Enterprise, Inc., (the "Contract"), and executed by the Mayor of the City of Glenpool and the Chair of the Board of Trustees of GUSA, as a contract with the City and GUSA acting together as the Owner of the Project described in the Contract.**

Lowell Peterson advised Council that the Contract was approved by the GUSA Board in December 2015; however City Council action to ratify the Contract will allow the City to pass along the tax exempt status to contractors purchasing supplies specifically for the water tower construction. Mr. Peterson further recommended Council action to authorize the Mayor to execute the contract with Goins Enterprises, Inc.

MOTION: Vice Mayor Ceesay moved, second by Councilor Ballew to ratify the construction contract with Goins Enterprises, Inc.; and authorize the Mayor to execute the Contract.

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

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

- 11) Discussion and possible action to authorize Cowan Group Engineering, LLC, in accordance with its Proposal to serve as Contract Administrator and Project Engineer**

with respect to the proposed water system elevated water storage tank facility and water line improvements as approved by GUSA on February 17, 2015, and in accordance with the Utilities Construction Contract No. GLP WTF 15001, for construction of the Glenpool water system elevated water storage tower facility and related water line improvements, to be located on property belonging to the City at 156th Street South, east of US Highway 75, as approved by GUSA on December 14, 2015, and entered into with Goins Enterprise, Inc., (the "Contract"), to execute, upon consultation with authorized representatives of the City and GUSA, various additional and supplemental Contract Documents, as defined in the Contract, to the fullest extent allowed under applicable provisions of the Public Competitive Bidding Act (to include change orders up to a cumulative maximum of \$40,000.00).

Lowell Peterson, City Attorney explained the item was a follow-up to Item 10 and authorizes Cowan Group Engineering, LLC to serve as Contract Administrator and Project Engineer. Mr. Peterson recommended approval.

MOTION: Vice Mayor Ceesay moved, second by Councilor Ballew to authorize Cowan Group Engineering, LLC to serve as Contract Administrator and Project Engineer with respect to the proposed water tank facility and water line improvements, approved by GUSA on February 17, 2015.

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

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

12) Discussion and possible action to accept Audit of City of Glenpool financial statements by Arledge & Associates, P.C. for Fiscal Year Ending June 30, 2015, tabled from January 19, 2016.

Julie Casteen, Finance Director reported that Arledge & Associates has all of the information necessary to complete the audit. Ms. Casteen expects the Audit will be ready for presentation at the February 16, 2016 City Council meeting.

MOTION: Councilor Kearns moved, second by Councilor Ballew to table action to the next Regular City Council meeting.

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

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

13) Discussion and possible action to direct publication of notice of public hearing regarding proposed Annexation GA-16-01-01, such public hearing to be held on March 7, 2016, and publication of notice to be no sooner than 30 days prior to the hearing and no later than 14 days prior to the hearing.

Rick Malone, City Planner requested approval from Council to publish notice of public hearing regarding the identified proposed annexation. Lowell Peterson, City Attorney explained that recent legislation effective November 2015, requires Council authorization to direct publication and set public hearings.

MOTION: Councilor Kearns moved, second by Mayor Fox to direct staff to publish Notice of Public Hearing for proposed Annexation GA-16-01-01.

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

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

- 14) Discussion and possible action to direct publication of notice of public hearing regarding proposed Annexation GA-16-01-02, such public hearing to be held on March 7, 2016, and publication of notice to be no sooner than 30 days prior to the hearing and no later than 14 days prior to the hearing.**

Rick Malone, City Planner requested approval from Council to publish notice of public hearing regarding the identified proposed annexation.

MOTION: Councilor Kearns moved, second by Mayor Fox to direct staff to publish Notice of Public Hearing for proposed Annexation GA-16-01-02.

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

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

- 15) Discussion and possible action to accept Corrective General Utility Easement dedication from East Park Developers, LLC, as acceptance will correct a scrivener's error discovered in the legal description of the original 2014 easement dedication.**

Lynn Burrow, Community Development Director requested Council approval to accept Corrective General Utility Easement from East Park Developers, LLC.

MOTION: Councilor Kearns moved, second by Mayor Fox to accept correction of scrivener's error in the legal description of the original 2014 easement dedication, as demonstrated in the Corrective General Utility Easement from East Park Developers, LLC.

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

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

L) Adjournment.

- Meeting was adjourned at 7:50 p.m.

Date

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 16-02-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENPOOL, EXPRESSING SUPPORT FOR TULSA COUNTY'S PROPOSED FUNDING FOR CONSTRUCTING ROAD AND INFRASTRUCTURE PROJECTS, IMPROVING PUBLIC RECREATIONAL FACILITIES, AND COUNTY CAPITAL IMPROVEMENTS PURSUANT TO AN ELECTION TO BE HELD ON APRIL 5, 2016, IN TULSA COUNTY, RENEWING A PORTION OF THE SALES TAX FROM THE SUNSET OF THE TULSA COUNTY VISION 2025 PROGRAM

WHEREAS, on April 5, 2016, there is a scheduled election called by the Tulsa County Board of Commissioners in which citizens will vote on a sales tax proposition; and

WHEREAS, this election seeks voter approval of sales taxes for the purposes of constructing road and infrastructure projects, improving public recreational facilities, and funding county capital improvements; and

WHEREAS, the proposed projects and purposes are for the betterment of the citizens of Tulsa County and specifically for their overall health, safety and welfare; and

WHEREAS, the Glenpool City Council is supportive of the County's efforts and recognizes that the proposed projects and expenditures will help meet the ongoing needs of the citizens of Tulsa County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA THAT support for constructing road and infrastructure projects, improving public recreation facilities, and funding county capital improvements pursuant to an election to be held on April 5, 2016, in Tulsa County, is hereby expressed.

ADOPTED BY THE CITY COUNCIL THIS 16th DAY OF FEBRUARY, 2016.

ATTEST:

MAYOR

City Clerk

(seal)

APPROVED AS TO FORM:

City Attorney

RESOLUTION NO. 16-02-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENPOOL, EXPRESSING SUPPORT FOR THE CITY OF OWASSO'S PROPOSED FUNDING FOR ROAD AND STREET IMPROVEMENTS, PURSUANT TO AN ELECTION TO BE HELD ON APRIL 5, 2016, IN THE CITY OF OWASSO, CAPTURING A PORTION OF THE SALES TAX FROM THE SUNSET OF THE TULSA COUNTY VISION 2025 PROGRAM

WHEREAS, on April 5, 2016, there is a scheduled election called by the City Council of the City of Owasso in which citizens will vote on a sales tax proposition; and

WHEREAS, this election seeks voter approval of sales taxes for the purpose of improving roads and streets; and

WHEREAS, the Resolution calling the election, the related Ordinances, and additional information regarding the proposed expenditures have been provided to the citizens of Owasso through various media outlets, public meetings, social media, and on the City's website; and

WHEREAS, the proposed projects and purposes are for the betterment of the citizens of Owasso and specifically for the overall health, safety and welfare of the Owasso community; and

WHEREAS, the Glenpool City Council is supportive of the City's efforts and recognizes that the proposed projects and expenditures will help meet the ongoing needs of the citizens of Owasso.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA THAT support for the improvement of roads and streets pursuant to an election to be held on April 5, 2016, in the City of Owasso, is hereby expressed.

ADOPTED BY THE CITY COUNCIL THIS 16th DAY OF APRIL, 2016.

ATTEST:

MAYOR

City Clerk

(seal)

APPROVED AS TO FORM:

City Attorney

Memo

To: Honorable Mayor and City Council
From: Paul Newton, Fire Chief
CC: File
Date: 02/09/16
Re: Communication Infrastructure

Background:

Approximately eight years ago, the City of Glenpool was notified that our current communications system (EDACS) was approaching its “end of life”. The following information is presented in an effort to stay abreast with current technology, implement Federal Communications Commission guidelines and improve our overall infrastructure.

EDACS is approaching its end of life due to the fact that the technology is thirty years old. Components are becoming more difficult to acquire and the parent company has invested in better technology that meets current FCC recommendations for Project 25 (P25) compliance.

P25 or APCO 25 - Project 25 (P25) or APCO-25 refer to a suite of standards for digital radio communications for use by federal, state/province and local public safety agencies in North America to enable them to communicate with other agencies and mutual aid response teams in emergencies.

Networks based on P25 are designed to provide several benefits to end users:

- Compliance with federal P25 recommendations
- Next-generation technology platform with a life of at least 1.5 to 2 decades
- Ability to use radios from multiple manufacturers of P25-compliant mobiles and portables
- Ability to purchase radios to use on the network from multiple vendors of P25 compliant radios

The EDACS system is managed by the City of Broken Arrow and has been available to the cities of Glenpool, Jenks and Bixby for many years. Due to EDACS end-of-life, Broken Arrow and Bixby have migrated to P25 and Jenks is currently in the process of upgrading as well.

Once all other cities complete their upgrade, Glenpool will be the only user of the EDACS technology in the immediate area. As our mutual aid partners become less dependent on the system, the costs associated with maintenance and repair will fall solely to the city of Glenpool. As the system end-of-life approaches, component availability may become scarce and costs associated with maintaining the aging system will undoubtedly rise.

In an effort to address the problems associated with allocating resources to infrastructure approaching its end-of-life, staff has investigated the following options:

- Continue to operate the EDACS network with the understanding that all costs associated with maintenance and repair are Glenpool's responsibility. Adjust respective budgets to include significant increases in those areas used for communications equipment.

Estimated cost:

Replace PD radios	\$40,000.00
Additional costs unknown	\$.00

This option will delay the inevitable need to invest in technology that will serve the City's current and future requirements. It will be costly moving forward as there will be no other partners sharing the financial burden.

- Establish an agreement with the City of Jenks, utilizing their new communications site and upgrading all existing end user radios throughout Glenpool.

Estimated cost:

Radios / Dispatch terminals	\$600,000.00
Site fees to Jenks @ \$565.84 per radio/ per year (Includes approximately 100 units)	\$56,584.00/yr.

Option two still requires a significant investment in equipment and has recurring operational costs that are beyond our control.

- Establish new Glenpool radio site and frequencies. Replace all existing end user radios and dispatch terminals.

Estimated cost: \$1,250,000.00

Site components, antennae, dispatch consoles, programming	70%
End user products, vehicle radios, handheld portables.	30%

As we move forward, it would appear that the third option best fits our immediate and foreseeable needs. This allows a dedicated site that will handle all radio dispatches and calls for service well into the future. Additionally, it provides a level of redundancy that makes Glenpool an equal partner within a larger communications network.

Staff anticipates a project of this magnitude will require 9-12 months for completion. Additionally, we will have to accomplish these tasks while not interfering with the daily operations of the City.

Staff Recommendation:

Phase I – System inventory and implementation planning.

Phase II – Purchase and installation of dispatch components.

Phase III – Purchase and issue handheld radios.

Phase IV - Purchase and install mobile radios and accessories.

Phases are dependent on available funding. For instance, Phase II and III may be accomplished simultaneously.

SECOND AMENDMENT TO AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE

THIS SECOND AMENDMENT TO AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE ("Second Amendment") is made and entered into by and between Rural Water District No. 2, Creek County, Oklahoma ("Creek-2") and the City of Glenpool ("City") and the Glenpool Utility Services Authority ("Authority"). Creek-2, City and Authority are each individually referred to as a "Party." City and Authority are collectively referred to as "Glenpool." Glenpool and Creek-2 are collectively referred to as the "Parties."

WHEREAS, the Parties entered into the Agreement of Compromise, Settlement and Release dated May 11, 2015 ("Execution Date") hereafter the "Agreement," with the intention of the Parties to settle and dispose of, fully and completely, any and all claims, demands, and causes of action theretofore or thereafter held by any Party hereto against any other Party thereto, arising out of, connected with or incidental to dealings between the Parties prior to the Execution Date thereof, including but not limited to, the federal litigation then ongoing between the Parties, and

WHEREAS, the Parties, in discussing implementation of said Agreement, have concluded that a modification of the term "*Auditable Period*" as defined in Section 5 of the Agreement and as applied to Sections 7(d) and all of Section 10 of the Agreement, is appropriate to facilitate the obligation of the Parties to select and agree upon an independent third party qualified, licensed certified public accountant for the purpose of continuing the mandatory annual audit required by Section 10 of the Agreement.

NOW, THEREFORE, in consideration of the Parties' entering into this Second Amendment of the Agreement, the Parties do hereby acknowledge and expressly agree that the Agreement shall be and hereby is amended as follows:

1. The definition of "*Auditable Period*" in Section 5 of the Agreement shall be changed from "shall mean successive 12-month periods, commencing on February 1, 2015," to "shall mean successive 12-month periods, commencing on July 1, 2015, provided that the first Auditable Period shall also include the period/days beginning and including May 15, 2015 and ending and including June 30, 2015."

2. The deadline date for issuance of the audit in Sections 10(a) and 10(b) of the Agreement shall remain "no later than 90 days following the end of each successive Auditable Period and the deadline date for either Party to report claims of non-compliance with the Settlement Agreement to the other Party shall remain "within 90 days following issuance of the audit report."

3. In all other respects, the Agreement remains in full force and effect and unmodified.

4. This Amendment is conditioned upon approval by the respective governing bodies of Creek-2, the City and the Authority.

5. This Amendment is further conditioned upon approval or non-objection by Creek-2 lenders, the United States Department of Agriculture and the Oklahoma Water Resources Board.

CREEK COUNTY RURAL WATER DISTRICT NO. 2

Signature: _____

Dated: _____

Printed Name: _____

Position: President of the Board of Directors

CITY OF GLENPOOL

Signature: _____

Dated: _____

Printed Name: Timothy Lee Fox

Position: Mayor of the City of Glenpool

THE GLENPOOL UTILITY SERVICES AUTHORITY

Signature: _____

Dated: _____

Printed Name: Timothy Lee Fox

Position: Chairman of the Board of Trustees

**AGREEMENT OF “SHARED UTILITY CUSTOMER”
(CREEK-2 WATER / GLENPOOL
WASTEWATER COLLECTION SERVICES) WITH CREEK-2 AND GLENPOOL**

THE PARTIES HERETO are: (1) Creek County Rural Water District No. 2 (“Creek-2”); (2) the City of Glenpool and the Glenpool Utility Services Authority (collectively “Glenpool”); and (3) the following current or new Creek-2 Water Customer (the “Customer”):

_____ [all necessary identifying information, to include at least name, service address and Creek-2 account number] (“Customer,” together with Glenpool and Creek-2, the “Parties”).

WHEREAS, the Customer wishes to continue or commence to receive water service from Creek-2, but utilize wastewater collection (sanitary sewer) services provided by Glenpool, thereby becoming a “Shared Utility Customer” as that term is defined in a certain Agreement of Settlement, Compromise and Release executed by Creek-2 and Glenpool (the “Settlement Agreement”) and

WHEREAS, Creek-2 has agreed with Glenpool that Creek-2 shall bill and collect for Glenpool wastewater collection services provided to such Shared Utility Customers in all incorporated areas of Glenpool that are located within either of the “Permissive Area” or the “Released Area” as those terms are defined in the foregoing Settlement Agreement, subject to the conditions set forth in this agreement.

THEREFORE, the Parties hereby agree as follows:

1. The Customer’s property where the water and wastewater collection services (“Combined Services”) are to be provided is within either the “Permissive Area” or the “Released Area,” as those terms are defined in the Settlement Agreement.

2. Creek-2 and Glenpool agree that they will comply with all applicable federal, state and local laws, regulations, policies and procedures related to the provision of the Combined Services.

3. The Customer will accept and honor all billings submitted by Creek-2 for wastewater collection services provided by Glenpool.

4. If the Customer fails to pay any portion of any bill submitted by Creek-2 to said Customer, regardless of whether the portion not paid related to water or wastewater collection service, Creek-2 shall be permitted to terminate water service to said Customer until all obligations associated with the Combined Services, plus applicable assessments, interest, penalty and re-connection fees, if any, are paid in full.

5. Glenpool has the right to collect all payments, in whatever form they may take, related to the connection of the Customer to the Glenpool wastewater collection system, from the Customer before such connection is made. Such payments shall be substantially the same as those payments required of any of Glenpool’s other utility customers who are connected to the Glenpool wastewater collection system.

6. Creek-2 shall bill and collect for Glenpool wastewater collection services provided to the Customer and shall remit corresponding payments to Glenpool, provided that

**Exhibit 10 to Settlement Agreement –
Form of Agreement with Shared Utility Customer**

such payments are due to Glenpool regardless of whether Creek-2 is successful in collecting the payment of such bills from the Customer.

7. Creek-2 shall affirmatively condition the initiation of water service to any subsequent water customers at the Customer's address connected to the Glenpool wastewater collection system upon the execution of an agreement similar in scope to this agreement.

8. Creek-2 and Glenpool hereby release each other of all claims that could arise from the provision of the Combined Services.

9. Customer shall pay all reasonable costs incurred by Glenpool associated with connecting the Customer's property to Glenpool infrastructure associated with wastewater collection service to Customer's property directly to Glenpool as a condition for commencing wastewater collection service.

10. Except as otherwise provided herein, each party to this agreement shall bear their respective costs and attorneys' fees, if any.

11. This agreement shall inure to the benefit of and be binding upon all successors and assigns of the Parties.

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

13. In the event of any controversy or dispute relating to or arising out of this agreement, the prevailing party shall be entitled to recover reasonable costs and expenses, including without limitation attorneys' fees and other costs actually incurred.

14. This agreement sets forth the entire understanding between and among the Parties. There are no terms, conditions, representations, warranties or covenants other than those contained herein.

15. No term or provision of this agreement may be amended, waived, released, discharged or modified in any respect except in a subsequent written agreement signed by all the Parties.

16. This agreement may be executed in counterparts with the same force and effect as if executed in one complete document.

17. This agreement does not grant any rights to any person or entity, not a party to this agreement.

18. Glenpool and Creek-2 warrant that they have followed all technical and statutory requirements associated with public entities (proper posting of an agenda, public meeting, public vote, etc.) in gaining the approval and signatures necessary to make this a binding agreement.

CREEK COUNTY RURAL WATER DISTRICT NO. 2

Signature:_____Dated:_____

**Exhibit 10 to Settlement Agreement –
Form of Agreement with Shared Utility Customer**

Name: _____
Position: President of the Board of Directors

CITY OF GLENPOOL

Signature: _____ Dated: _____
Name: _____
Position: _____

THE GLENPOOL UTILITY SERVICES AUTHORITY

Signature: _____ Dated: _____
Name: _____
Position: _____

CUSTOMER

Signature: _____ Dated: _____
Name: _____



MEMORANDUM

**TO: BOARD OF TRUSTEES
GLENPOOL UTILITY SERVICES AUTHORITY**

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

**RE: PROJECT DESIGN PROPOSAL
SOUTH COUNTY RECREATION CENTER SOCCER COMPLEX**

DATE: FEBRUARY 10, 2016

BACKGROUND

This item is for Board consideration and action regarding the review and approval of a certain professional architectural and engineering services proposal submitted by Helms & Associates. The attached proposals were solicited by City Staff regarding work necessary to fully design and permit a new soccer complex proposed to be constructed on property owned by Tulsa County and to be leased to the City of Glenpool. The property in question is located adjacent to and immediately west of the existing South County Recreational Center at 138th Street and Peoria Avenue. The attached concept site plan for this proposed facility illustrates the construction of multiple soccer fields and associated improvements on an 8.48 acre tract. It is proposed that the illustrated fields will be lighted, irrigated, and be complimented with covered and uncovered spectator bleachers. The facility will also include the construction of a concession building that will contains restrooms, coaches dressing areas, and various storage facilities. The concept site plan also illustrates several areas of proposed parking lot improvements necessary to augment the existing auto parking facilities currently being used by Recreation Center patrons and Staff. The City has solicited design proposals from three different professional engineering, architectural, and landscape/hardscape design firms. The responding proposals are attached for your review and results in the following tabulation:

- | | |
|--|------------|
| 1. The Cowan Group Engineering – Tulsa | \$88,500. |
| 2. Howell & Vancuren, Inc. – Tulsa | \$102,466. |
| 3. Helms & Associates – Jenks | \$56,200. |

Note that each of the three proposals include all design services that will be needed to fully develop construction documents necessary to facilitate the proposed project improvements.

Those professional services include: preliminary site survey, geotechnical analysis, civil, mechanical, and electrical engineering design, as well as architectural and landscape design.

This project has been reviewed and approved by the Tulsa County Vision 2015 Committee regarding the use of surplus sales tax funds available from the original Vision 2025 program per the attached documentation. Note that the project was applied and approved for a total amount of \$998,607 including a total of \$978,762 appropriated from Vision 2025 funds and \$19,845 to be paid from City sources. The requested funding of this project was supported and approved by City of Glenpool Resolution No. 15-06-01 - dated June 15, 2015. The application for Vision 2025 funding was supported by the attached project cost estimate and legal description of the site boundary.

Staff Recommendation:

Based on a careful evaluation of the engineering and architectural services outlined in all proposals received, Staff feels Helms & Associates represents the most economical and best qualified consultant to produce the various elements of the construction documents necessary to design, permit, and administer the construction of the proposed soccer complex. Therefore, Staff recommends approval of the proposal for engineering and architectural related services from Helms & Associates in a total amount not to exceed \$56,200.00 and requests authorization for the City Manager to enter into a contract with this consultant for the services described therein.

Attachments:

- A. Cowan Group Professional Services Proposal
- B. Howell & Vancuren, Inc. Professional Services Proposal
- C. Helms & Associates Professional Services Proposal.
- D. Vision 2025 Application for Project Funding
- E. Concept Site plan



South County Recreation
 Existing Parking: 75 SPACES
 Proposed Additional: 48 SPACES (OPTION A)
 Proposed Additional: 49 SPACES (OPTION B)
 Proposed Additional: 25 SPACES (OPTION C)
 TOTAL POSSIBLE: 205 SPACES

Vision2025

Foresight 4 GreaterTulsa

PROPOSAL APPLICATION

Project Sponsor: City of Glenpool, OK

Type of Entity: Municipal Government

Brief Project Description:

Construction of Regulation Size Competitive Soccer Fields to be constructed on property at the South County Recreation Center, 13800 S. Peoria, Glenpool, Oklahoma. The property belongs to Tulsa County and will be leased to the City of Glenpool for a term of 25 years, with an option to renew for an additional 25 years.

Project elements include:

- Engineering/Surveying & Architectural Design Fees
- Site Clearing & Disposal
- Excavation and Compacted Fill
- Temporary and Permanent Erosion Control
- Irrigation System
- Perimeter Chain Link Fencing
- Additional Parking Shared with South County Recreation Center
- Concession & Restroom Facility
- Water Mainline Extension
- Sanitary Sewer Service
- Bleachers
- Sidewalks & Pathways
- Goals, Nets & Related Equipment

Total Project Cost is expected to be \$998,607.00. The City is requesting \$978,762.00 in Proposition 3 (Educational, Health Care and Events Facilities for the purpose of promoting economic development) funding. The City will supplement Vision 2025 funding with \$19,845 of available bond funds for this Project.

Include confirmation that the entity supports or approves to move the Project forward:

The City Council of the City of Glenpool confirmed Project support by Resolution adopted June 15, 2015. **See attached.**

Cost Estimate: \$998,607.00

Proposed Schedule:

Project is scheduled to start in July 2015; Construction Engineer has estimated a time line of 120 days for: easement transfers as needed; geotechnical exploration and evaluation; completion of design and construction documents for site improvements; required construction permitting; and the bid process to contract with builder.

The construction time is anticipated to be 120 days (to be negotiated more definitively with the contractor).

Project Location:

Property belonging to Tulsa County, part of which is currently utilized as South County Recreation Center at 13800 S. Peoria, Glenpool, Oklahoma.

See Exhibit A for legal description

See Exhibit C for aerial view

Indicate where the Project Sponsor believes the proposed Project fits within the three active Vision 2025 Propositions for which funding remains:

- ☐ Proposition 2: Capital improvements for the purpose of promoting Economic Development within Tulsa County, Oklahoma.
- ☒ Proposition 3: Educational, Health Care and Event Facilities for the purpose of Economic Development within Tulsa County, Oklahoma.
- ☐ Proposition 4: Capital improvements for the purpose of Community Enrichment within Tulsa County, Oklahoma.

Does this proposed Project further enhance a previously completed Vision 2025 Project:

No.

If so, how?

N/A

What is the primary goal of the proposed Project?

The South County Recreation Center currently offers a variety of classes in physical fitness for all age groups; a full size gymnasium; continuing education courses; summer activities for children and adults; conference room space, and a full size swimming pool. These activities bring in revenue to the County and generate support for local businesses, resulting in sales tax dollars being enhanced. It is anticipated that the Glenpool Soccer Fields will greatly augment the facility's programs, will be enthusiastically supported and will result in collateral economic development driven by soccer tournaments being held at that location.

Describe any matching funds that will be part of this Project:

The estimated Project Cost is \$998,607. The City of Glenpool's allocated portion of Proposition 3 Vision2025 Excess Sales Tax funds, pursuant to the Resolution adopted by the Trustees of the Tulsa County Vision Authority on

November 5, 2014, is \$978,762. The City will provide the balance of the Project Cost from existing bond funds.

Are these funds committed?

Yes

Sustainability – Vision 2025 funds may be utilized only for capital items. Are there funds available, other than Vision 2025 funds, for maintenance and operations?

Yes.

If so, what is the source of those funds?

The Glenpool Utility Services Authority Fund derives revenues from utility fees and is utilized to construct and maintain capital infrastructure. In addition, the playing fields are expected to be self-supporting to a substantial degree, through fees for regular play and tournament events.

What is the intended public benefit of the proposed Project?

This Project will provide additional recreational opportunities that will bring players and observers from the regional area. Glenpool currently has no adequate playing area for soccer and citizen response indicates this is a much desired improvement for the City.

Is there any additional information about the proposed Project you would like to provide?

N/A

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY DESIGNATED FOR SOCCER FIELDSITE

Soccer Field Property @ South County Recreational Facility

A tract of land described as being a part of the Southeast One Quarter (SE/4) of Section Twelve (12), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof. Said tract being more particularly described as follows: to wit,

Commencing at a Point, said point being the Northeast Corner of said SE/4: thence S 00° 06' 52"E along the Easterly line of said SE/4 a distance of 922.66 feet to a point; thence continuing S 00° 06' 52" E along the Easterly line of said SE/4 a distance of 660.00 feet to a point; thence S 89° 34' 38" W a distance of 460.00 feet to **The Point of Beginning**; thence N 00° 06' 52" W a distance of 355.00 feet to a point; thence N 89° 34' 38" E a distance of 60.00 feet to a point, thence N 00° 06' 52" W a distance of 305.00 feet to a point; thence S 89° 34' 38" W a distance of 590.00 feet to a point; thence S 00° 06' 52" E a distance of 660.00 feet to a point; thence N 89° 34' 38" E a distance of 530.00 feet to The Point of Beginning. Said described tract containing 369,600 square feet or 8.48 acres more-or-less.

EXHIBIT “B”

AERIAL VIEW OF SOCCER FIELD SITE

[May be subject to minimal change depending on topography and infrastructure configuration.]

(SEE ATTACHED)

CITY COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA

RESOLUTION NO. 15-06-01

A RESOLUTION OF THE CITY OF GLENPOOL, OKLAHOMA, DECLARING ITS SUPPORT AND APPROVAL OF THE CITY'S APPLICATION FOR VISION 2025 PROPOSITION 3 FUNDING FROM TULSA COUNTY, IN THE AMOUNT OF NINE HUNDRED SEVENTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-TWO DOLLARS (\$978,762.00) FOR THE DESIGN AND CONSTRUCTION OF TWO REGULATION SIZE COMPETITIVE SOCCER FIELDS ON PROPERTY BELONGING TO TULSA COUNTY, AND TO BE LEASED TO THE CITY OF GLENPOOL, AT 13800 S. PEORIA, GLENPOOL, OKLAHOMA FOR THE PURPOSE OF PROVIDING ADDITIONAL RECREATIONAL AND FITNESS OPPORTUNITIES FOR RESIDENTS OF THE CITY OF GLENPOOL AND BEYOND

WHEREAS, on September 9, 2003, the City of Glenpool and Tulsa County voters approved Vision 2025 "Proposition 3 " funding for capital improvements providing community enrichment;and

WHEREAS, additional Proposition 3 Vision 2025 funds are now available in the amount of nine hundred seventy-eight thousand seven hundred sixty-two dollars (\$978,762.00) for capital funding of the City of Glenpool's proposed recreational and competitive regulation size soccer fields to be located on property belonging to Tulsa County and to be leased by the City of Glenpool at 13800 S. Peoria, Glenpool, Oklahoma.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA THAT:

- § 1. *The City Council of the City of Glenpool declares its support and approval of the City's application for Vision 2025 Proposition 3 Funding from Tulsa County, in the amount of nine hundred seventy-eight thousand seven hundred sixty two dollars (\$978,762.00) for capital funding of the City of Glenpool's proposed recreational and competitive regulation size soccer fields to be located on property belonging to Tulsa County and to be leased by the City of Glenpool at 13800 S. Peoria, Glenpool, Oklahoma.*

ADOPTED and APPROVED by the City of Glenpool City Council on this 15th day of June 2015.

Timothy Lee Fox, Mayor

ATTEST:

Susan White, City Clerk

APPROVED:

Lowell Peterson, City Attorney



South County Community Center

Conceptual Cost Estimate: Public Ball Park Improvement Projects

January, 2015

Soccer Field Option: Two Regulation Size Fields

1. Engineering/Surveying & Architectural Design Fees:	Total: \$65,000
2. Site Clearing & Disposal: 7 Acres @ \$2,500/Acre	Total: \$17,500
3. Excavation and Compacted Fill: 35,000 Cubic Yards @ \$3.50/C.Y.	Total: \$122,500
4. Temporary Erosion Control: 1,600 L.F. Silt Fencing @ \$7.50/L.F.	Total: \$12,000
5. Permanent Erosion Control (Sod): 300,000 S.F. @ \$0.15/ S.F.	Total: \$45,000
6. Irrigation System:	Total: \$45,000
7. 6' Chainlink Fencing (Perimeter): 2,250 L.F. @ \$15.00/L.F.	Total: \$33,750
8. Ball Field Lighting & Electrical Service:	Total: \$350,000
9. Concession/Restroom Facility:	Total: \$175,000
10. Water Mainline Extension: 350 L.F. of 4" I.D. @ \$40/L.F.	Total: \$14,000
11. Sanitary Sewer Service: 350 L.F. of 8" I.D. @ \$50.00/L.F.	Total: \$17,500
12. Bleachers: 12 Each 20' X 5-Tier Bench Sections @ \$1,750/Each	Total: \$21,000
13. Goals, Nets, & Misc. Equipment:	Total: \$10,000
14. Sidewalks/Pathways: 2000 L.F. X 5' Wide	
1. Concrete Option: 10,000 S.F. @ \$10/S.F.	Total: \$100,000
2. Asphalt Option: 10,000 S.F. @ \$6/S.F.	Total: \$60,000*
3. Aggregate Option: 10,000 S.F. @ \$3.50/S.F.	<u>Total: \$35,000</u>

Grand Total Cost: \$970,750



October 30, 2015

Mr. Lynn Burrow, P.E., CFM
Director of Community Development
12205 South Yukon Avenue
Glenpool, OK 74033

**RE: CITY OF GLENPOOL
SOCCER COMPLEX ENGINEERING SERVICES PROPOSAL**

Dear Mr. Burrow:

Pursuant to our conversations, Cowan Group Engineering, LLC (CGE), Consultant, appreciates your interest in our team and welcomes the opportunity to present a proposal to you and the City of Glenpool, Owner, for professional engineering services for the above referenced project.

GENERAL PROJECT BACKGROUND

The following serves as background information concerning this proposal:

- Project Name – Soccer Complex
- Project Owner – City of Glenpool
- Owner Contact – Mr. Lynn Burrow, P.E., CFM, Community Development Director
- Project Detail – New soccer complex adjacent to South County Recreational Center on Peoria Avenue
- Project Description – Development of a conceptual layout illustrating the desired details of the project, including, but not limited to, the following: soccer field layout, shelter, concessions building with restrooms, gravity sewer system, water distribution line and service, stormwater drainage and on-site detention facility, complex lighting, parking lot layout(s), irrigation system layout and any special environmental constraints. In addition, project shall consist of the preparation of Construction Documents, including plans and specifications, for bidding purposes. Furthermore, project shall include assistance in the development of a use agreement, if necessary.
- Project Deliverable – Contract Documents for bidding and construction purposes along with required permits from the State Health Department for the concessions building and Department of Environmental Quality, if public system is extended or altered.

GENERAL OBLIGATIONS

- Owner to provide public water line and sanitary sewer atlas drawings, sanitary sewer pump station information, GIS shape files, on-site detention facility drawings.
- Owner to deliver to Consultant all record drawings, land surveys, sketches in electronic format.
- Consultant shall provide routine correspondence and conduct general progress meetings with Owner.
- Consultant shall provide supporting documents in accordance with funding source requirements.
- Consultant shall attend up to three (3) public meetings, including governing body meetings, if requested.

PROJECT UNDERSTANDING

Our proposal for services is based on the following understanding. The Owner desires to design and construct new soccer field complex located upon property owned by Tulsa County. This complex will be position to the west of the South County Recreational Facility. The complex shall include: two (2) regulation size soccer fields in accordance with the United States Soccer Federation rules in which each regulation sized field may sub-divided into four (4) to

six (6) smaller fields; picnic shelter pavilion; combined concessions building, restrooms and storage area; lighting, irrigation system and sufficient area around the perimeter and in the center to provide room for fans. The approximate dimension of the complex excluding lighting and concessions building is on the order of 535 feet by 340 feet.

In addition to the complex, the project shall also include proposed parking areas on the east side of the facility. Three (3) options shall be laid out and examined. Option A shall include a new parking lot located to the south of the community center and to the west of the existing parking area that consists of approximately 70 parking spaces. Option B shall include a new parking lot located to the east of the community center and to the north of the existing parking area that consists of approximately 70 parking spaces. Option C shall include a new parking lot located to the east of the community center and to the south of the existing parking area that consists of approximately 25 parking spaces.

Furthermore, a combined concessions and restroom facility with ample amount of storage shall be included in the overall design. This facility will require an architect to design and process through the State Health Department since it will contain a component for food handling. The facility is anticipated to be on the order of 1,500 square feet plus. Dressing rooms may be included as an option. The facility shall be serviced by a new sanitary sewer gravity collections system that drains to the north and connects into the public system serving the neighbor. Water distribution system is expected to be extended from the existing system serving the community center or from an adjacent public main generally within 600 feet of the site.

Moreover, the existing detention facility located north and west of the proposed soccer complex will be re-worked and run parallel to the far western side of the complex. All grading and site work will consider the needs of an existing and future pedestrian way that meanders around the entire complex and community and ties back into the existing or proposed parking areas on the east side of the community center.

Lastly, it is understood that a detailed construction budget will be developed in accordance with standard industry practice for construction in 2016 and evaluated for proposed inflation for the proposed year of construction.

Refer to Exhibit 1 for the current concept depicted in the above-detailed understanding. It is understood that the Owner reserves the right to seek public input on the proposed complex; however, at this time only public meetings anticipated relate to the City Council meetings.

SCOPE OF SERVICES

In order to ensure a proper understanding and implementation of a comprehensive approach, the services shall be performed in the following order:

Task One – Topographic Survey and Research Investigation Effort

- Conduct field surveying of the entire South County Community Center site. Pick of tie in points for sewer and drainage system improvements.
- Obtain existing aerial data of the project site.
- Obtain and review existing water distribution system, sanitary sewer collection system, and stormwater conveyance system information and documents.
- Obtain and review GIS data and other pertinent public utility information.
- Obtain record drawings of the community center facility.
- Obtain United States Soccer Federation regulations or approved equivalent.

Task Two – Conceptual Design

- Conduct an evaluation of the data obtained and review in Task 1 above.
- Map the pertinent data gathered in Task 1 above in order to provide a site map.
- Meet with Owner to discuss proposed layout and potential alternatives.

- Determine facility design criteria manual and standards, but not limited to, the following:
 - State Regulations:
 - Oklahoma Department of Environmental Quality (ODEQ), Title 252:
 - Chapter 626 – Public Water Supply Construction Standards; and
 - Chapter 631 – Public Water Supply Operation.
 - Oklahoma Health Department Regulations
 - Local Codes – International Code Council (ICC) and National Fire Protection Agency (NFPA):
 - International Building Code (2009);
 - International Fire Code (2009); and
 - National Fire Protection Agency 1, Fire Code (2009)
 - Industry Standards of Practice
 - United States Soccer Federation Rules
- Develop a conceptual plan layout depicting the desired approach with up to three (3) a few alternatives, which includes the parking areas, building areas, shelter areas, field layout scenarios, lighting, irrigation and public utilities.
- Present the conceptual layout to Owner (and County, if necessary) for comments and general acceptance.
- Develop Conceptual Construction Budget.
- Develop Conceptual (35%) Construction Plans of accepted conceptual layout.
- Revise Conceptual Construction Budget.

Task Three – Construction Document Preparation

- Perform grading and drainage design of soccer fields and complex area.
- Perform parking lot layout, drainage and paving design.
- Perform public utility design of site.
- Perform lighting design of site.
- Perform architectural design of concessions and restroom facility.
- Perform foundation design of concessions and restroom facility.
- Perform Mechanical, Electrical and Plumbing design for the concessions and restroom facility.
- Perform structural design of picnic shelter.
- Perform stormwater conveyance system design.
- Perform on-site detention facility design.
- Perform irrigation system design.
- Prepare Preliminary (65%) Construction Plans and Specifications.
- Prepare Preliminary (65%) Construction Cost Estimate.
- Submit Preliminary Documents to Owner for review.
- Address review comments.
- Prepare Pre-Final (95%) Construction Plans and Specifications.
- Prepare Pre-Final (95%) Construction Cost Estimate.
- Submit Pre-Final Documents to Owner for review.
- Address final comments.

Task Four – Bid Services

- Prepare Bidding Documents.
- Advertise for Bids.
- Address Prospective Bidder's Questions.
- Issue Addenda.
- Conduct Pre-Bid Conference.
- Receive Bids and Conduct Public Bid Open.
- Tabulate Bids.
- Research background of lowest responsive bidder.
- Provide Recommendation of Award.

- Issue Notice of Award.

Task Five – Construction Services

- Prepare Contract Documents.
- Distribute Contract Documents to Contractor.
- Collect Contract Documents from Contractor and distribute to Owner.
- Conduct Pre-Work Conference.
- Issue Notice to Proceed.
- Conduct Periodic Site Inspections.
- Review Pay Request.
- Issue Pay Request Recommendation to Owner.
- Conduct Pre-Final Inspection.
- Develop Punch List for Contractor.
- Recommend Substantial Completion.

ADDITIONAL SERVICES

Other design services that are not strictly identified or specifically associated with the completion of the agreed upon Project Understanding and subsequent Scope of Services shall be considered as additional services. Additional services shall include Owner directed work that is clearly outside of the base contract and agreed upon in writing by both parties. The fee structure for additional services shall be based on time and expense effort unless otherwise negotiated prior to services being rendered. See Attachment "B". Additional services may include the following, but not limited to:

- **Aerial topography**
- **Water Pressure and Flow Testing (except as explicitly identified above)**
- **Specific Water Quality Testing such as pH, Total Chlorine Residual, Bacteriological, etc.**
- **Light intensity studies for site**
- **Noise abatement studies**
- **Off-Site Right of way or easement research**
- **Geotechnical Exploration studies and reports**
- **Environmental Information Documents and Phase I or Phase II Assessments**
- **Governmental Agency permit application and review fees**

BASE CONTRACT FEE STRUCTURE (as outlined Scope of Services)

TASK	SCOPE OF SERVICES DESCRIPTION	FEE
1	Topographical Survey & Utility Research	\$10,000
2	Conceptual Design Effort	\$18,500
3	Construction Document Preparation	\$48,000
4	Bidding Services	\$5,500
5	Construction Services	\$6,500
TOTAL:		\$88,500

SCHEDULE

Upon execution of the Notice to Proceed, the Consultant shall complete the above tasks and submit to the Owner in accordance with the schedule defined in Attachment "E".

REIMBURSABLE EXPENSES

The following expenses shall be considered as reimbursable expenses:

- Application and Review Fee(s) to Applicable Government Agency
- Travel expenses to include lodging, transportation & meals pre-approved by Owner
- Plotting and reproduction for special (non-progress) meetings, presentations and submittals outside of project duties as approved by the Owner.
- Board mounted presentation graphics requested by the Owner.

COMPENSATION

For BASIC CONTRACT engineering services performed under this agreement, the Owner shall pay the Consultant a **Lump Sum amount of \$88,500** including reimbursable expenses as defined in the TOTAL BASE CONTRACT FEE STRUCTURE. Consultant will invoice on a monthly interval, and invoices are due and payable within 30 days of date of invoice. Invoices past due are subject to interest at the rate of 1½% per month. Specialized printing, additional deliverables and review/permit/application fees will be considered as an Owner direct expense and will be billed to you at the actual costs.

If you concur with this proposal, please execute and date the attached Notice to Proceed (NTP), then return stating your approval for Cowan Group Engineering to begin work on this project. This proposal will become void after 60-days from the date submitted.

ATTACHMENTS

As a supplement to this proposal please find the following documents:

- **Attachment "A"** – Project Overview and Limits
- **Attachment "B"** – CGE 2015 Hourly Rate Schedule
- **Attachment "C"** – Cowan Group Engineering, LLC General Conditions for Professional Services
- **Attachment "D"** – Consent of Members
- **Attachment "E"** – Schedule

Should you have any questions, please do not hesitate to contact the undersigned, as we want to ensure that we have a clear understanding of the project. Again, thanks for the opportunity to serve you.

Respectfully,

COWAN GROUP ENGINEERING, LLC



Kenneth D. Schwab, P.E., CFM
Tulsa Operations Manager

Enclosures: 5

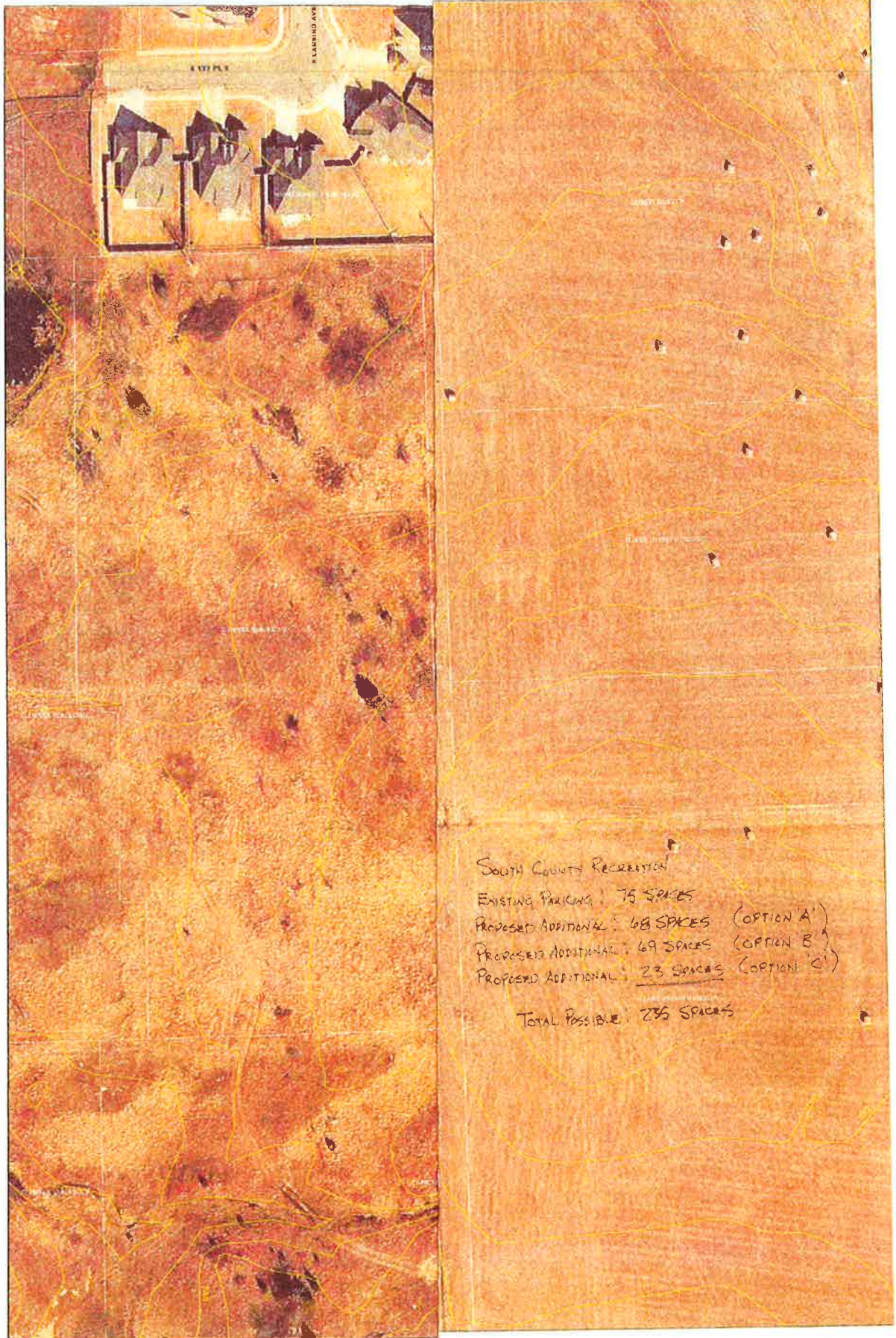
NOTICE TO PROCEED

The terms identified in the City-Wide Water Distribution Model and Report proposal submitted to the City of Glenpool/Glenpool Utility Services Authority are understood and accepted as a binding contract. By accepting this proposal you are also agreeing to Cowan Group Engineering, LLC GENERAL CONDITIONS (PROFESSIONAL SERVICES) attached to this proposal.

By: _____
(Signature)

For: _____
(Organization)

Date: _____



ATTACHMENT "B"



2015 Professional Hourly Rates

Professional Services

Principal	\$170.00
Chief Engineer	\$165.00
Associate	\$160.00
Senior Project Manager	\$156.00
Project Manager	\$149.00
Senior Project Engineer	\$137.00
Project Engineer	\$126.00
Engineer Level I	\$100.00
Engineer Level II	\$110.00
Engineering Technician I	\$86.00
Engineering Technician II	\$94.00
CAD Technician	\$70.00
Survey Manager	\$126.00
Survey Crew	\$149.00
Survey Crew - Scanner	\$250.00
Field Services Manager	\$88.00
Construction Services Administrator	\$105.00
Resident Project Representative	\$85.00
Administrative	\$95.00
Clerical	\$61.00

Expenses:

Xerox Copies Letter or Legal	\$0.15 per copy
Xerox Copies Ledger	\$0.25 per copy
Plot Prints	\$0.75 per S.F.
Color/Mylar Plot Prints	\$1.75 per S.F.
Mileage	\$0.56 per mile

The rates and expenses described may be revised annually

ATTACHMENT " C "
COWAN GROUP ENGINEERING, LLC
GENERAL CONDITIONS (PROFESSIONAL SERVICES)

1. **Services.** This Agreement is entered into between **Client** and **Cowan Group Engineering, LLC** ("Consultant") wherein Client engages Consultant to provide professional services ("Services") in connection with the project described in the proposal ("Project") to which these General Conditions are attached. Client agrees that services not specifically described in the Scope of Services identified in Consultant's proposal are covered by this Agreement but, at the Consultant's discretion, may require an amended Scope of Services and will require additional compensation to Consultant. This Agreement, including the proposal, these General Conditions, Consultant's Addenda and Fee Schedule, represents the entire Agreement between the parties and supersedes any and all agreements between the parties, either oral or in writing, including any purchase or work order issued by Client.

2. **Payment.** Client shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment fee of 1 ½% per month from the date of invoice. Additionally, Consultant may, upon five (5) calendar days' notice to Client, suspend all Services until paid in full and may terminate the Agreement.

3. **Work Product.** Services provided under this Agreement, including all drawings, reports, information, recommendations, or opinions ("Services") prepared or issued by Consultant, are for the exclusive use and benefit of Client or its agents in connection with the Project, are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project. Client will not distribute or convey such Reports to any other persons or entities without Consultant's prior written consent which shall include a release of Consultant from liability and indemnification by the third party. Consultant's Services, field data, and other work products are part of Consultant's professional services, do not constitute goods or products and are copyrighted works of Consultant. However, such copyright is not intended to limit the Client's use of its work product in connection with the Project.

4. **Standard of Care.** Consultant will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession practicing in the same locality under similar circumstances at the time the services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

5. **Construction Observation.** If included in the Services, Consultant's services during construction shall be limited to observation of construction operations. Consultant shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction, or the safety procedures employed by Client's contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the Contractor's work may occur. Client shall hold its contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees, shall notify Consultant at least twenty-four (24) hours in advance of any observations required by the construction documents.

6. **Client Responsibilities.** Client shall bear sole responsibility for (a) jobsite safety; (b) notifying third-parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project site; and Client shall cooperate with all requests by Consultant, including obtaining permission for access to the Project site. Client releases Consultant from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Consultant shall immediately stop work in the affected area and report the condition to Client.

7. **Electronic Media.** Because data stored on electronic media can deteriorate undetected or be modified without Consultant's knowledge, the Client accepts responsibility for the completeness or readability of the electronic media.

8. **Dispute Resolution.** The parties shall attempt resolution of any dispute arising under or related to this Agreement by mediation. Notwithstanding the foregoing, in the event of Client non-payment, Consultant may, at its sole option, waive mediation. Either party may demand mediation by serving a written notice on the other party stating the essential nature of the dispute. The mediation shall be conducted in accordance with the AAA Construction Industry Mediation Rules then in effect within forty-five (45) days from the service of notice. The parties shall share the fees equally. If mediation fails, either party may institute litigation in the state or federal court of the county in which Consultant's office issuing the proposal is located. The prevailing party shall be entitled to attorneys' fees, cost, including costs incurred in the mediation and costs of enforcement of any judgment. The parties expressly waive any statute of limitations for a longer period of time and agree that any action shall be brought within one year from the date of Consultant's final invoice. The parties expressly waive any and all rights to a trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other with respect to any matter relating to, arising out of or in any way connected with this Agreement.

9. **Changed Conditions.** If during the course of performance of this Agreement conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and Consultant shall be paid for its services through the date of termination.

10. **Governing Law.** The laws of the State where the Agreement was entered into shall govern interpretation of this Agreement. If any term is deemed unenforceable, the remainder of the Agreement shall stay in full force and effect.

ATTACHMENT "D"

CONSENT OF MEMBERS

COWAN GROUP ENGINEERING, LLC

Consent of Members

The undersigned, being all of the Members of COWAN GROUP ENGINEERING, LLC, an Oklahoma Limited Liability Company, hereby authorize, consent to, approve and ratify the execution by KENNETH D. SCHWAB, PE on behalf of COWAN GROUP ENGINEERING, LLC of bid proposals, contracts, affidavits and related documents

DATED, this 11 day of SEPTEMBER 2014


Name printed: JEFF D. COWAN

Title: CEO

South County Soccer Improvements City of Glenpool, Oklahoma

*Proposed Landscape Architectural Services and Fee
Howell & Vancuren, Inc. / October 22, 2015*

Project Description	
This proposal is based on the following scope and preliminary program:	
1.	Two adult soccer fields with lighting and associated components such as goals and portable bleachers
2.	Soccer fields to accommodate multiple youth fields
3.	Picnic shelter (pre-manufactured type) to be located in vicinity of soccer fields
4.	Restroom / Concession building - For purposes of this proposal, the facility is assumed to be in the cost range of \$250,000 to \$300,000, and to be primarily used for sale of pre-packaged goods. Heating to be provided with HVAC system, but not cooling.
5.	Expansion of existing parking to the extent possible within the project budget.
6.	Sidewalks meeting ADA compliance requirements to accommodate circulation.
7.	Service access for fields and structures.
8.	Other appurtenances, furnishings or improvements as may be determined during the design process and that fit within the project budget.
9.	For the purposes of this proposal, the construction budget for the project is \$1,000,000.
10.	The City of Glenpool will provide a boundary and topographic survey of project area suitable for the preparation of design and construction documents

Services			
		Estimated Person Hours	Estimated Fee per Phase
Phases	Tasks		
Preliminary Design			
1.	Prepare base plan from owner provided survey.	8	
2.	Facilitate kick-off meeting with client and design team to review and refine preliminary program. Meeting may also include user group representatives. Visit site.	8	
3.	Develop site concept.	20	
4.	Develop concession / restroom building concepts. <i>(By Architect. Coordinated by H&V.)</i>	2	
5.	Conduct stormwater analysis and recommendations. <i>(By Civil Engr. Coordinated by H&V.)</i>	2	
6.	Investigate electrical and sanitary infrastructure requirements. <i>(By Civil and MEP. Coordinated by H&V.)</i>	2	

South County Soccer Improvements
City of Glenpool, Oklahoma

Proposed Landscape Architectural Services and Fee
Howell & Vancuren, Inc. / October 22, 2015

7.	Identify preliminary picnic shelter options.	6	
8.	Identify preliminary selection of furnishings and systems including bleachers, site lighting, field lighting, benches, trash receptacles, drinking fountains, etc. with cut-sheets and details.	12	
9.	Determine primary infrastructure components for irrigation - equipment type, source, backflow location, controller location, etc.	4	
10.	Compile cost estimate.	8	
11.	Prepare illustrated site plan.	16	
12.	Facilitate review meeting with City.	6	
13.	Refine design drawings per review meeting.	12	
14.	Update cost estimate.	6	
15.	Prepare preliminary specifications and compile project manual.	8	
16.	Provide quality control review and coordination of design team.	8	
17.	Compile preliminary design documents package.	4	
18.	Submit preliminary documents for City review.	-	
19.	Total Estimated Person Hours	132	
	Estimated Fee for Preliminary Design		\$15,840
Final Design			
1.	Facilitate review meeting with City.	6	
2.	Prepare layout and materials plans including parking, soccer fields, structures, walks, and other project components.	40	
3.	Prepare construction details including paving, curbs, drainage, etc.	32	
4.	Prepare erosion control and storm water pollution prevention plans. <i>(By Civil Engr. Coordinated by H&V.)</i>	2	
5.	Refine grading plan for review by Civil Engineer.	16	
6.	Prepare landscape plan to meet City landscape requirements.	12	
7.	Prepare final construction drawings and specifications for building. <i>(By Architect and MEP. Coordinated by H&V.)</i>	4	
8.	Prepare final site and soccer field lighting drawings and specifications. <i>(By Civil and MEP. Coordinated by H&V.)</i>	4	
9.	Prepare final irrigation plans and specifications. <i>(By irrigation consultant. Coordinated by H&V.)</i>	4	
10.	Update cost estimate.	8	
11.	Facilitate review meeting with City.	6	

South County Soccer Improvements**City of Glenpool, Oklahoma***Proposed Landscape Architectural Services and Fee**Howell & Vancuren, Inc. / October 22, 2015*

12.	Coordinate completion of construction drawings and specifications and compile final review package.	8	
13.	Submit final review documents for City review.	-	
14.	Incorporate revisions and prepare final bid documents.	12	
15.	Reproduce bid document sets and submit final bid documents.	4	
16.	Total Estimated Person Hours	158	
	Estimated Fee for Final Design		\$17,696
Bidding and Construction Administration			
1.	City to distribute bid documents.	-	
2.	Attend pre-bid conference.	3	
3.	Coordinate interpretation of documents and preparation of addenda.	12	
4.	Attend bi-weekly (once every two weeks) construction progress meetings. 12 meetings included based on 6 month construction period.	24	
5.	Conduct site visit reviews in conjunction with progress meeting plus a total of 6 additional visits, if needed, during construction.	18	
6.	Review and approve detail drawings, shop drawings, materials for conformance with construction documents. Coordinate with design team.	16	
7.	Review monthly contractor pay requests.	12	
8.	Review for substantial completion.	4	
9.	Prepare final punchlist.	4	
10.	Perform final review.	3	
11.	Review final pay request.	2	
12.	Total Estimated Person Hours	98	
	Estimated Fee for Bidding and Construction Administration		\$10,780
Total Estimated Fee			\$44,316
Optional Services			
1.	Conduct public meeting during Preliminary Design phase. (Not included in fee total)	8	\$960
Consultants			
	Architecture - Fritz Baily Inc.	\$27,650	
	Civil Engineering - Brian Casement	\$12,500	
	MEP Engineering - Lee & Browne	\$12,250	

South County Soccer Improvements**City of Glenpool, Oklahoma***Proposed Landscape Architectural Services and Fee**Howell & Vancuren, Inc. / October 22, 2015*

	Irrigation Design Consultant - Masuen Consulting	\$1,850	
	Geotechnical - to include three borings and report	\$3,000	
	Total Consultants		\$57,250
	Reimbursable Expenses (Howell & Vancuren, Inc.)		
	Auto expenses - 22 trips at 18 mi. ea.	\$200	
	Reproduction of review and bid documents	\$500	
	Courier service	\$200	
	Total Expenses		\$900
	Maximum Fee and Expenses		\$102,466
	Compensation		
	Monthly invoices based on hours expended at hourly rates noted below. Expenses and consultant fees will be billed at direct cost.		
	Hourly Rates		
	Principal	\$140	
	Associate	\$125	
	Landscape Architect	\$108	
	Landscape Architect Intern	\$87	
	Technical Staff II	\$78	
	Technical Staff I	\$72	

February 5, 2016

City of Glenpool
Mr. Lynn Burrow, Community Development
P.O. Box 70
Glenpool, OK 74033

Re: Fee Proposal for Professional Design Services
Glenpool Soccer Complex
Glenpool, Oklahoma

Dear Mr. Burrow,

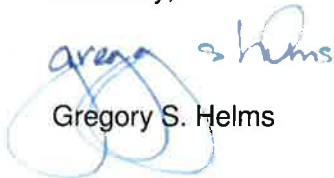
As requested I have prepared the following Fee Proposal for Professional Design Services for the proposed Soccer Complex to be constructed on the property west of the South County Recreation Center. This Proposal is based upon our preliminary meeting and sketches and includes the surveying, engineering and architectural services necessary for this project.

Professional Services are proposed on a fixed fee basis in the amount of \$56,200.00. A break-out of the fees are as follows:

Surveying & Preliminary Design:	\$16,200.00
Construction Drawings & Specifications:	\$30,000.00
Bidding:	\$2,500.00
Construction Contract Administration:	\$7,500.00

I greatly appreciate the opportunity to provide you with this Fee Proposal. Please do not hesitate to call if you have any questions.

Sincerely,


Gregory S. Helms

**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 Tuesday, February 16, 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 authorize an amendment to Sections 5 and 10 of the Settlement Agreement entered into between and among the City of Glenpool, GUSA (together, "Glenpool") and Creek County Rural Water District No. 2("Creek-2"), effective as of May 15, 2015, for the purposes of: (i) amending the definition of "Auditable Period" from "shall mean successive 12-month periods, commencing on February 1, 2015" to "shall mean successive 12-month periods, commencing on July 1, 2015, *provided that* the first Auditable Period shall also include the dates of May 15, 2015 through June 30, 2015"; (ii) amending the deadline date for issuance of the audit to be changed from no later than 90 days following July 1; and (iii) to clarify that the deadline date for either party to report claims of non-compliance with the Settlement Agreement to the other party shall be 90 days following the actual date of issuance of the audit.
(Lowell Peterson, Trust Attorney)
 - 2) Discussion and possible action to authorize the City of Glenpool City Manager, acting on behalf of the City of Glenpool and the Glenpool Utility Services Authority ("GUSA"), to sign for both the City of Glenpool and GUSA, as necessary, the AGREEMENT OF "SHARED UTILITY CUSTOMER" (CREEK-2 WATER /GLENPOOL WASTEWATER COLLECTION SERVICES) WITH CREEK-2 AND GLENPOOL, pursuant to the terms of the Settlement Agreement entered into between and among the City of Glenpool, GUSA (together, "Glenpool") and Creek County Rural Water District No. 2("Creek-2"), effective as of May 15, 2015, for the purpose of allowing Creek-2 water customers the option of choosing to connect to Glenpool wastewater collection services in accordance with the terms and provisions of Sections 8 and 9 of said Settlement Agreement.
(Lowell Peterson, Trust Attorney)
- D) Adjournment

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

Signed: _____
Clerk

**SECOND AMENDMENT TO
AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE**

THIS SECOND AMENDMENT TO AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE ("Second Amendment") is made and entered into by and between Rural Water District No. 2, Creek County, Oklahoma ("Creek-2") and the City of Glenpool ("City") and the Glenpool Utility Services Authority ("Authority"). Creek-2, City and Authority are each individually referred to as a "Party." City and Authority are collectively referred to as "Glenpool." Glenpool and Creek-2 are collectively referred to as the "Parties."

WHEREAS, the Parties entered into the Agreement of Compromise, Settlement and Release dated May 11, 2015 ("Execution Date") hereafter the "Agreement," with the intention of the Parties to settle and dispose of, fully and completely, any and all claims, demands, and causes of action theretofore or thereafter held by any Party hereto against any other Party thereto, arising out of, connected with or incidental to dealings between the Parties prior to the Execution Date thereof, including but not limited to, the federal litigation then ongoing between the Parties, and

WHEREAS, the Parties, in discussing implementation of said Agreement, have concluded that a modification of the term "*Auditable Period*" as defined in Section 5 of the Agreement and as applied to Sections 7(d) and all of Section 10 of the Agreement, is appropriate to facilitate the obligation of the Parties to select and agree upon an independent third party qualified, licensed certified public accountant for the purpose of continuing the mandatory annual audit required by Section 10 of the Agreement.

NOW, THEREFORE, in consideration of the Parties' entering into this Second Amendment of the Agreement, the Parties do hereby acknowledge and expressly agree that the Agreement shall be and hereby is amended as follows:

1. The definition of "*Auditable Period*" in Section 5 of the Agreement shall be changed from "shall mean successive 12-month periods, commencing on February 1, 2015," to "shall mean successive 12-month periods, commencing on July 1, 2015, provided that the first Auditable Period shall also include the period/days beginning and including May 15, 2015 and ending and including June 30, 2015."

2. The deadline date for issuance of the audit in Sections 10(a) and 10(b) of the Agreement shall remain "no later than 90 days following the end of each successive Auditable Period and the deadline date for either Party to report claims of non-compliance with the Settlement Agreement to the other Party shall remain "within 90 days following issuance of the audit report."

3. In all other respects, the Agreement remains in full force and effect and unmodified.

4. This Amendment is conditioned upon approval by the respective governing bodies of Creek-2, the City and the Authority.

5. This Amendment is further conditioned upon approval or non-objection by Creek-2 lenders, the United States Department of Agriculture and the Oklahoma Water Resources Board.

CREEK COUNTY RURAL WATER DISTRICT NO. 2

Signature: _____

Dated: _____

Printed Name: _____

Position: President of the Board of Directors

CITY OF GLENPOOL

Signature: _____

Dated: _____

Printed Name: Timothy Lee Fox

Position: Mayor of the City of Glenpool

THE GLENPOOL UTILITY SERVICES AUTHORITY

Signature: _____

Dated: _____

Printed Name: Timothy Lee Fox

Position: Chairman of the Board of Trustees

**AGREEMENT OF “SHARED UTILITY CUSTOMER”
(CREEK-2 WATER / GLENPOOL
WASTEWATER COLLECTION SERVICES) WITH CREEK-2 AND GLENPOOL**

THE PARTIES HERETO are: (1) Creek County Rural Water District No. 2 (“Creek-2”); (2) the City of Glenpool and the Glenpool Utility Services Authority (collectively “Glenpool”); and (3) the following current or new Creek-2 Water Customer (the “Customer”):

_____ [all necessary identifying information, to include at least name, service address and Creek-2 account number] (“Customer,” together with Glenpool and Creek-2, the “Parties”).

WHEREAS, the Customer wishes to continue or commence to receive water service from Creek-2, but utilize wastewater collection (sanitary sewer) services provided by Glenpool, thereby becoming a “Shared Utility Customer” as that term is defined in a certain Agreement of Settlement, Compromise and Release executed by Creek-2 and Glenpool (the “Settlement Agreement”) and

WHEREAS, Creek-2 has agreed with Glenpool that Creek-2 shall bill and collect for Glenpool wastewater collection services provided to such Shared Utility Customers in all incorporated areas of Glenpool that are located within either of the “Permissive Area” or the “Released Area” as those terms are defined in the foregoing Settlement Agreement, subject to the conditions set forth in this agreement.

THEREFORE, the Parties hereby agree as follows:

1. The Customer’s property where the water and wastewater collection services (“Combined Services”) are to be provided is within either the “Permissive Area” or the “Released Area,” as those terms are defined in the Settlement Agreement.

2. Creek-2 and Glenpool agree that they will comply with all applicable federal, state and local laws, regulations, policies and procedures related to the provision of the Combined Services.

3. The Customer will accept and honor all billings submitted by Creek-2 for wastewater collection services provided by Glenpool.

4. If the Customer fails to pay any portion of any bill submitted by Creek-2 to said Customer, regardless of whether the portion not paid related to water or wastewater collection service, Creek-2 shall be permitted to terminate water service to said Customer until all obligations associated with the Combined Services, plus applicable assessments, interest, penalty and re-connection fees, if any, are paid in full.

5. Glenpool has the right to collect all payments, in whatever form they may take, related to the connection of the Customer to the Glenpool wastewater collection system, from the Customer before such connection is made. Such payments shall be substantially the same as those payments required of any of Glenpool’s other utility customers who are connected to the Glenpool wastewater collection system.

6. Creek-2 shall bill and collect for Glenpool wastewater collection services provided to the Customer and shall remit corresponding payments to Glenpool, provided that

**Exhibit 10 to Settlement Agreement –
Form of Agreement with Shared Utility Customer**

such payments are due to Glenpool regardless of whether Creek-2 is successful in collecting the payment of such bills from the Customer.

7. Creek-2 shall affirmatively condition the initiation of water service to any subsequent water customers at the Customer's address connected to the Glenpool wastewater collection system upon the execution of an agreement similar in scope to this agreement.

8. Creek-2 and Glenpool hereby release each other of all claims that could arise from the provision of the Combined Services.

9. Customer shall pay all reasonable costs incurred by Glenpool associated with connecting the Customer's property to Glenpool infrastructure associated with wastewater collection service to Customer's property directly to Glenpool as a condition for commencing wastewater collection service.

10. Except as otherwise provided herein, each party to this agreement shall bear their respective costs and attorneys' fees, if any.

11. This agreement shall inure to the benefit of and be binding upon all successors and assigns of the Parties.

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

13. In the event of any controversy or dispute relating to or arising out of this agreement, the prevailing party shall be entitled to recover reasonable costs and expenses, including without limitation attorneys' fees and other costs actually incurred.

14. This agreement sets forth the entire understanding between and among the Parties. There are no terms, conditions, representations, warranties or covenants other than those contained herein.

15. No term or provision of this agreement may be amended, waived, released, discharged or modified in any respect except in a subsequent written agreement signed by all the Parties.

16. This agreement may be executed in counterparts with the same force and effect as if executed in one complete document.

17. This agreement does not grant any rights to any person or entity, not a party to this agreement.

18. Glenpool and Creek-2 warrant that they have followed all technical and statutory requirements associated with public entities (proper posting of an agenda, public meeting, public vote, etc.) in gaining the approval and signatures necessary to make this a binding agreement.

CREEK COUNTY RURAL WATER DISTRICT NO. 2

Signature:_____Dated:_____

**Exhibit 10 to Settlement Agreement –
Form of Agreement with Shared Utility Customer**

Name: _____
Position: President of the Board of Directors

CITY OF GLENPOOL

Signature: _____ Dated: _____
Name: _____
Position: _____

THE GLENPOOL UTILITY SERVICES AUTHORITY

Signature: _____ Dated: _____
Name: _____
Position: _____

CUSTOMER

Signature: _____ Dated: _____
Name: _____

NOTICE
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
SPECIAL MEETING

A Special Session of the Glenpool Area Emergency Medical Service District will begin at 6:30 p.m., immediately following the Special Session of the Glenpool Industrial Authority on Tuesday, February 16, 2016, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration at that time:

AGENDA

- A)** Call to Order
- B)** Roll call, declaration of quorum
- C)** Scheduled Business
 - 1)** Discussion and possible action to approve and authorize execution of an Interim Ambulance Service Agreement between the Emergency Medical Services Authority (EMSA), the City of Glenpool and the Glenpool Area Emergency Medical Service District (GEMS) for the purpose of meeting the needs of the GEMS District for ambulance service through June 30, 2016, pending selection of a qualified ambulance service provider to serve an annual term pursuant to the Emergency Ambulance Service Request For Qualifications issued by the City of Glenpool and GEMS on December 18, 2015.
(Lowell Peterson, District Attorney)
- D)** Adjournment.

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

Signed: _____
District Clerk/Secretary