

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on Monday, June 5, 2017, 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 United Methodist Church**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) City Manager Report – Susan White, Acting City Manager**
- F) Mayor Report – Timothy Lee Fox, Mayor**
- G) Council Comments**
- H) Public Comments**
- I) Scheduled Business**
 - 1) Discussion and possible action to approve minutes from May 15, and May 18, 2017.
 - 2) Discussion with one or more representatives of American Waste Control, Inc., public comments, if any, and possible action to approve, and authorize the Mayor to execute an amended version of the April 8, 2004, Agreement Between Glenpool Utility Service Authority and Controlled Waste, Inc., for the purposes of (i) designating American Waste Control, Inc., as the successor carrier for the pick-up and disposal of solid waste within the City limits of Glenpool; and (ii) implementing provisions of Ordinance No. 736 to add recycling of recyclable solid waste to the services provided by American Waste Control, Inc.
(Susan White, Acting City Manager, Paul Ross, American Waste Control, Inc.)
 - 3) Discussion and possible action to approve, and authorize the Mayor to execute, a City of Glenpool Park and Recreation Facility User Agreement [Including Alcoholic Beverage Service] between the City of Glenpool and the Glenpool Chamber of Commerce for the purpose of facilitating the annual Black Gold Days event and permitting the limited service of alcohol as set forth therein.
(Sydney Bland, Chamber Executive Director)
 - 4) Discussion and possible action to approve and accept Overland Drainage Easement from South 75 Business Park, LLC and located adjacent to the South 75 Business Park Phase II.
(Lynn Burrow, Community Development Director)
 - 5) Discussion and possible action to approve and accept Storm Sewer Easement from South 75 Business Park, LLC and located adjacent to the South 75 Business Park Phase II.

(Lynn Burrow, Community Development Director)

- 6) Discussion and possible action to approve and accept Storm Water Detention Easement from South 75 Business Park, LLC and located adjacent to the South 75 Business Park Phase II.
(Lynn Burrow, Community Development Director)
- 7) Discussion and possible action to approve sublease agreement of TCC building located at US 75/141st Street with Glenpool Public Schools.
(Lowell Peterson, City Attorney)
- 8) Discussion and possible action to approve, and authorize the Mayor to execute, the renewal for five years of AT&T Oklahoma's Agreement to pay the City a 5% IP-enabled Video Services Provider Fee in exchange for the opportunity to upgrade and install transmission facilities in the City.
(Lowell Peterson, City Attorney)
- 9) Discussion and possible action on Resolution No. 17005 of the City of Glenpool, "Resolution Authorizing The City Of Glenpool To Renew That Certain Security Agreement By And Between The City Of Glenpool And The Glenpool Utility Services Authority With Respect To The Issuance Of Utility System Revenue Bonds, Tax Exempt Refunding Series 2010 A And Taxable Refunding Series 2010 B, Dated As Of December 1, 2010."
(Julie Casteen, Finance Director)
- 10) Discussion and possible action on Resolution No. 17006 of the City of Glenpool, "Resolution Authorizing The City Of Glenpool To Renew That Certain Security Agreement By And Between The City Of Glenpool And The Glenpool Utility Services Authority With Respect To The Issuance Of Utility System Revenue Bonds, Tax Exempt Refunding Series 2011, Dated As Of January 1, 2011."
(Julie Casteen, Finance Director)
- 11) Discussion and possible action to renew Agreement with SpringPoint Technologies, LLC and approve three percent increase for FY 2017-2018.
(Julie Casteen, Finance Director)
- 12) Discussion and possible action to enter into Executive Session for the purpose of conferring on matters pertaining to economic development, such that public disclosure of the matter would interfere with the development of products or services or would violate the confidentiality of the business, pursuant to Title 25 O.S. § 307.C.10.
(Susan White, Acting City Manager)
- 13) Discussion and possible action to reconvene in Regular Session.
(Timothy Fox, Mayor)
- 14) Discussion and possible action to enter into Executive Session for the purpose of discussing the employment, promotion, demotion, disciplining, resignation or retention of a salaried public employee pursuant to Title 25, Sec. 307(B)(1) of the Oklahoma Statutes (Open Meeting Act), to wit, appointment of Interim City Manager until such time as that vacant office is filled; and a process and procedure to search for and retain a new permanent Glenpool City Manager.
(Lowell Peterson, City Attorney)
- 15) Discussion and possible action to reconvene in Regular Session.
(Timothy Lee Fox, Mayor)
- 16) Discussion and possible action to adopt Resolution No. 17007, A Resolution Of The City Council Of The City Of Glenpool, Oklahoma, Concerning The Hiring Process For A City Manager For The City Of Glenpool, And Establishing Policies And Procedures For Such Hiring Process.
(Lowell Peterson, City Attorney)

- 17) Discussion and possible action to adopt Resolution No. 17008, A Resolution Of The City Council Of The City Of Glenpool, Oklahoma, Appointing An Interim City Manager For The City Of Glenpool To Fill That Vacant Position From The Date Of This Resolution Until Such Date As A New Permanent City Manager Has Been Appointed.
(Timothy Lee Fox, Mayor)

J) Adjournment

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

Signed:_____

City Clerk

MINUTES

CITY COUNCIL MEETING

May 15, 2017

The Regular Session of the Glenpool City Council was held at Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present: Jacqueline Triplett-Lund; Patricia Agee; Brandon Kearns; Momodou Ceesay, Vice Mayor and Timothy Fox, Mayor.

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; Dennis Waller, Police Chief; and Paul Newton, Fire Chief.

Also present was Jason Cowan with Faith Church.

- A) Mayor Fox called the meeting to order at 6:00 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Jason Cowan from Faith Church offered the Invocation.**
- D) Mayor Fox led the Pledge of Allegiance.**
- E) Community Development Report – Lynn Burrow, Community Development Director**
 - Mr. Burrow offered an update on the progress of numerous public and private construction projects throughout the city, including the AMR meter replacement project; South County Soccer Complex; St. Francis Health Center project; and the hotel at Phillips Corner Addition. He further reported on various applications received by the Planning Department and slated for review, as well as information concerning activities in the Building/Inspections, and Code Enforcement Departments.
- F) Treasurers Report – Julie Casteen, Finance Director**
 - Ms. Casteen alerted Council that the Report appeared in a new user-friendly format. The report included numerous graphs and charts depicting March financial activities.
- G) City Manager Report – Roger Kolman, City Manager**
 - The Black Gold Car Show has been rescheduled for this coming weekend, May 20, weather permitting.
 - Mr. Kolman announced the Black Gold Days preparation and planning is in full swing and encouraged interested parties to contact the Chamber of Commerce to volunteer.
 - Mr. Kolman and Julie Casteen, Finance Director have met with Municipal Finance to discuss the possibility of utilizing bonds to expedite the planned street projects which were included in the Move Glenpool Forward tax initiative.
- H) Mayor Report – Timothy Fox, Mayor**
 - Mayor Fox extended his appreciation to Congressman Bridenstine for the informative speech he presented at the recent Chamber of Commerce luncheon meeting.
 - He announced that Keller Williams had recently participated in their Community Day in which they provided lunch to the Glenpool Senior Citizen organization.
 - The Chili Cook-off has been rescheduled to be held during Black Gold Days.

- Glenpool residents Pam & Gerald Whitworth have organized a Little Free Pantry program which features bins available for grocery and other non-perishable items to donate for needy families. The bins are located at Doc's Country Mart. They will celebrate with a ribbon cutting ceremony at 10:00 a.m. on Saturday, May 20 at Doc's Country Mart.

I) Council Comments

- Councilor Lund announced that the Glenpool High School Graduation Ceremony is May 22.

J) Public Comments

- None.

K) Scheduled Business

1) Public Hearing for the purpose of receiving public comments, if any, on the proposed FY 2017-2018 Annual Budget.

a. Open Public Hearing - Timothy Fox, Mayor

Mayor Fox declared the Public Hearing open at 6:20 p.m.

b. Presentation of Proposed Budget - Julie Casteen, Finance Director

Ms. Casteen narrated and displayed a slide presentation of the proposed budget.

c. Facilitate Public Comments - Timothy Fox, Mayor

Mr. and Mrs. Richard Cutsor were the only members of the public in attendance. Mr. Custor inquired about the purpose of the \$30,000.00 budgeted in Parks. Mr. Kolman stated the budget was for improvements to Black Gold and Morris Parks.

d. Close Public Hearing - Timothy Fox, Mayor

After no further questions or comments, Mayor Fox closed the Public Hearing at 6:35 p.m.

2) Discussion and possible action to approve Resolution No. 17004, A Resolution Of The Governing Body Of The City Of Glenpool To Comply With And Operate In Accordance With The Municipal Budget Act And Adopt The 2017-2018 Annual Budget for the City of Glenpool, Oklahoma.

Ms. Casteen reviewed the budget calendar noting that City Council had met for three public workshop in April and facilitated a public hearing for the purpose of receiving public comments. She recommended City Council approval of Resolution No. 17004, to adopt the 2017-2018 Annual Budget.

MOTION: Councilor Kearns moved, second by Councilor Lund to adopt Resolution No. 17004 as presented.

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

AGAINST: None

Motion carried.

3) Discussion and possible action to approve minutes from May 1, 2017 meeting.

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

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

AGAINST: None

Motion carried.

4) Discussion and possible action to adopt Ordinance No. 736, An Ordinance Of The City Council Of The City Of Glenpool, Amending Title 9, Public Services; Chapter 3, Garbage And Refuse Collection And Disposal, Of The Code Of The City Of Glenpool; And Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith.

Mr. Kolman pointed out amendments in the proposed ordinance which if approved will update the code to reflect the City's current practices and adding language to provide for recycling. Mr. Kolman stated participation will be mandatory, however customers will have a choice of container sizes. Choices are: 95 gal. recycle container/65 gal. solid waste container at an increased cost of \$1.27 per month; and a 95 gal. recycle container/95 gal. solid waste container at an increased cost of \$2.87 per month. The item generated some discussion among Council members, including clarification of allowable recyclable materials.

MOTION: Vice Mayor Ceesay moved, second by Councilor Lund to amend Section 9-3-2 Definitions to include Plastics # 1, # 2 and # 5, and approve as amended.

FOR: Mayor Fox; Councilor Lund; Vice-Mayor Ceesay

AGAINST: Councilor Agee; Councilor Kearns

Motion carried.

5) Discussion and possible action to approve, and authorize the Mayor to execute, certain amendments to the April 8, 2004, Agreement Between Glenpool Utility Service Authority and Controlled Waste, Inc., for the purposes of (i) designating American Waste Control, Inc., as the successor carrier for the pick-up and disposal of solid waste within the City limits of Glenpool; and (ii) implementing provisions of Ordinance No. 736 to add recycling of recyclable solid waste to the services provided by American Waste Control, Inc.

Mr. Kolman introduced the Agreement and noted that amendments included adding recycling, as well as correcting the parties to the Agreement, eliminating GUSA because the 2004 Agreement should have been with contractor and City only. He listed a few other minor clarifications.

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

FOR: Vice-Mayor Ceesay; Mayor Fox

AGAINST: Councilor Agee; Councilor Kearns; Councilor Lund

Motion failed.

6) Discussion and possible action to approve or disapprove OMAG recommendation to deny Tort Claim No. 203262-KW, Claimant Tiffany Scherado.

Lowell Peterson, City Attorney described the facts presented in the tort claim and advised Council that upon the conclusion of the investigation by OMAG, a recommendation of denial resulted. The Claimant was not in attendance.

MOTION: Councilor Kearns moved, second by Councilor Agee to approve OMAG recommendation to deny Tort Claim No. 203262-KW.

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

AGAINST: None

Motion carried.

7) Executive Session for the purpose of conferring with one or more consultants to the City of Glenpool on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice one or more businesses to locate within the corporate limits of the City of Glenpool, because public disclosure of the matter discussed would interfere with the development of products or

services or public disclosure would violate the confidentiality of the business, pursuant to Title 25, § 307(C)(10) of the Oklahoma Statutes (Open Meeting Act).

Mr. Kolman recommended consideration to convene in Executive Session to discuss certain economic development events with the Council.

MOTION: Councilor Kearns moved, second by Councilor Lund to convene in Executive Session for purposes stated.

FOR: Councilor Lund; Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns
AGAINST: None

Motion carried and Council entered the Executive Session Chambers at 7:13 p.m. with Mandy Vavrinak, Crossroads Communications and Rickey Hayes, Retail Attractions, economic development consultants.

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

MOTION: Councilor Agee moved, second by Councilor Lund to reconvene in Regular Session.

FOR: Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns; Councilor Lund
AGAINST: None

Motion carried, Council convened in Regular Session at 8:21 p.m.

Mayor Fox declared a Recess at 8:21 p.m. to convene into GUSA and GIA Special meetings.

Mayor Fox called the recessed City Council meeting to order at 8:24 p.m.

9) Discussion and possible action to enter into Executive Session for the purpose of discussing the employment, promotion, demotion, disciplining, resignation or retention of a salaried public employee pursuant to Title 25, Sec. 307(B)(1) of the Oklahoma Statutes (Open Meeting Act), to wit, the Glenpool City Manager, as provided by section 9.C(1) of said Agreement.

Mayor Fox reminded the Council and audience that Item 9 was tabled at the last meeting and recommended Council consideration to convene in Executive Session.

MOTION: Councilor Kearns moved, second by Vice Mayor Ceesay to convene in Executive Session for the purpose stated.

FOR: Mayor Fox; Councilor Agee; Councilor Kearns; Councilor Lund; Vice-Mayor Ceesay
AGAINST: None

Motion carried and Council entered the Executive Session Chambers at 8:26 p.m. Mr. Kolman was invited to join Executive Session.

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

MOTION: Councilor Lund moved, second by Vice Mayor Ceesay to reconvene in Regular Session.

FOR: Councilor Agee; Councilor Kearns; Councilor Lund; Vice-Mayor Ceesay; Mayor Fox
AGAINST: None

Motion carried.

11) Discussion and possible action to demote, discipline, terminate or retain City Manager, in accordance with Fiscal Year 2016-2017 City Manager Employment Agreement.

MOTION: Councilor Kearns moved, second by Vice Mayor Ceesay to: Amend Item 11 to include, *accept resignation of City Manager*; Accept City Manager resignation and Authorize the Mayor to sign Separation Agreement.

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

AGAINST: None
Motion carried.

L) Adjournment.

- Meeting was adjourned at 9:47 p.m.

Date

Mayor

ATTEST:

City Clerk

**MINUTES
CITY COUNCIL
SPECIAL MEETING
May 18, 2017**

The Special Session of the Glenpool City Council was held at Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present: Brandon Kearns, Councilor; and Jacqueline Triplett-Lund, Councilor; Momodou Ceesay, Vice Mayor; and Timothy Fox, Mayor. Patricia Agee, Councilor was absent.

Staff present: Susan White, Acting City Manager/City Clerk; Lowell Peterson, City Attorney; Julie Casteen, Finance Director and Debbie Pengelly, Human Resources Director.

- A) **Mayor Fox called the meeting to order at 6:02 p.m.**
- B) **Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) **Scheduled Business**
- 1) **Discussion and possible action to authorize Vice Mayor Ceesay to attend ICSC, Las Vegas and approve all associated travel expenses as set forth in Sec. 14 of the Code of Ethics and Policy Statement for Elected and Appointed Officials.**
MOTION: Councilor Lund moved, second by Councilor Kearns to authorize Vice Mayor Ceesay to attend ICSC, Las Vegas and approve all associated travel expenses.
FOR: Councilor Lund; Vice Mayor Ceesay; Mayor Fox; Councilor Kearns
AGAINST: None
ABSENT: Councilor Agee
Motion carried.
- D) **Adjournment.**
- Meeting was adjourned at 6:05 p.m.

Date

Mayor

ATTEST:

City Clerk



STAFF REPORT

To: HONORABLE MAYOR AND CITY COUNCIL
From: Lowell Peterson, City Attorney
Date: June 5, 2017
Subject: Amended Agreement with American Waste Control, Inc., to Provide Solid Waste Disposal and Recycling Services

Background:

Recognizing the importance of the public's goals and interest in the health and public welfare of the City of Glenpool and its citizens, the City Council adopted the attached Ordinance No. 736 on May 15, 2017, to implement a recycling program that incorporates all aspects of solid waste collection and management within the City, including generation, recycling and disposal.

We have coordinated the City's planning and the language of this Ordinance with Paul Ross of American Waste Control, Inc., the City's contractor, and the company looks forward to implementing a recycling program.

This has required substantial amendments to the 2004 Agreement with Controlled Waste, Inc., the prior contractor, for solid waste collection and disposal services.

Staff Recommendation:

Staff recommends that the Council approve the Amended Agreement Between The City of Glenpool and American Waste Control, Inc.

Attachments:

- Original Agreement with Controlled Waste, Inc., April 28, 2004
- Amended Agreement Between the City of Glenpool and American Waste Control, Inc.
- "Red-Line" comparison of the Original and Amended Agreements
- Ordinance No. 736

AGREEMENT
BETWEEN
GLENPOOL UTILITY SERVICE AUTHORITY
AND
CONTROLLED WASTE, INC.

This Agreement made on this 28 of April, 2004, by and between the Glenpool Utility Services Authority, hereinafter referred to as "Authority," and Controlled Waste, Inc., a licensed trash carrier, hereinafter referred to as "Carrier."

Consideration shall be the mutual covenants and obligations as herein contained.

WHEREAS, the Authority desires to contract in perpetuity with Carrier, for the pick-up and disposal of the trash and garbage of all non-commercial residents within the City of Glenpool, Oklahoma, and

WHEREAS, the Carrier desires to contract with the Authority for the pick-up and disposal of the trash and garbage of all non-commercial residents within the City of Glenpool, Oklahoma,

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Carrier agrees to provide one pick-up per week for each resident within the City limits of the City of Glenpool, Oklahoma. Trash removed from each residence shall be only the contents of trash carts which are provided to each resident as a part of the services provided by Carrier under the terms of this Agreement.

2. Carrier agrees to provide to each resident one (1) 95-gallon cart. An additional cart may be provided for any resident who wishes to pay an additional fee for such extra cart. Such additional fee to be paid on a monthly basis. Additional monthly fee for each additional cart is \$11.26.

3. Carrier further agrees to be responsible for disposal of such trash and garbage and such disposal shall be in accordance with Federal, State and City regulations.

4. Carrier will provide an additional service consisting of extra hauling of bulky items at set rates which will be on a per pick-up basis with an agreement between the resident and the Carrier.

5. Each resident will be notified of the trash pick up day. All carts must be at the curb no later than 6:00 a.m. It is the responsibility of the resident to place the trash cart within four feet of the curb with no obstacles blocking carrier access to the cart. Obstacles would include such objects as mailboxes, cars parked in front of carts, decorative fences and such other objects which tend to restrict immediate access to the cart by carrier.

6. Carrier agrees to provide special services for senior citizens or handicapped residents. Such special service for senior citizens and handicapped residents, after verification of such status, may include front porch service as well as a discounted rate with a smaller 95-gallon cart.

7. Carrier recognizes that certain holidays which can result in trash accumulation may require extra pick up services. Exceptions shall be made by the carrier for trash pick up on the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's Day. In addition to the services and consideration as hereinbefore mentioned, the Glenpool Utility Services Authority agrees to pay to the Carrier \$11.26 for each residential account per month.

8. It is agreed that Carrier may request a rate increase of not more than 10% for each subsequent year of this contract, provided however, such request for such rate increase must be approved by the Board of Trustees of the Glenpool Utility Services Authority, and in no event will such cost increase be granted until after approval by the Board of Trustees of the Glenpool Utility Services Authority. In the event a cost increase cannot be agreed upon and approved, the Carrier, shall subsequent to being notified of refusal of rate increase, give sixty (60) days written notice of intention and desire to

terminate this contract. In no event shall either party terminate this contract without first having given the other party sixty (60) days written notice of its intention to terminate this contract. It is understood and agreed that termination of contract as used within this paragraph refers only to the termination of the contract in the event of a rate dispute.

9. It is further understood and agreed that the Carrier will utilize only vehicles especially and properly equipped for such service and any vehicle used shall be equipped with a closed bed container.

10. The Carrier shall pick-up all trash and garbage at curbside, and the resident shall have the responsibility of placing the 95 gallon containers at curbside on the given days on which the Carrier is to make the pick-up. The Carrier shall not be responsible for such pick-ups if the resident does not have the container at curbside on the designated day.

11. The parties to this Agreement agree that the Carrier shall carry full liability insurance coverage up to \$500,000 and further, that the Carrier shall indemnify, save and hold harmless the City of Glenpool and the Glenpool Utility Services Authority from any and all acts of negligence or contract giving rise against the Carrier or the City of Glenpool, Oklahoma or the Glenpool Utility Services Authority through acts or errors, omission or negligence by the Carrier. It is understood and agreed by and between the parties hereto that the Carrier is a contract Carrier and is in no way an agent, employee or representative of the City of Glenpool, Oklahoma or the Glenpool Utility Services Authority.

12. This contract may be terminated at any time, by either party by giving sixty (60) days written notice to the other party of intention to terminate this contract. It is specifically understood between the parties that this Agreement will not be terminated so long as fees charged by "Carrier" are acceptable to "Authority" and the level of service quality remains acceptable to the "Authority."

This constitutes the entire Agreement by and between the parties and nullifies any and all other agreements and may only be amended in writing hereinafter, such written modification necessarily requiring the approval of the Board of Trustees of the Glenpool Utility Services Authority of Glenpool, Oklahoma.

GLENPOOL UTILITY SERVICES AUTHORITY

BY: Charles P. Capell
Chairman

CONTROLLED WASTE, INC.

BY: [Signature]

Attest:

[Signature]
City Clerk

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

On this 28 day of APRIL, 2004, before me, the undersigned, a notary public in and for the County and State aforesaid, personally appeared BARRY SIMPSON, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Controlled Waste Inc.'s President and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Deborah A. Yocham
Notary Public

My Commission Expires:
1-22-08
(Seal)



glenpool/agmt controlled waste 4-22-04

AMENDED AGREEMENT BETWEEN THE CITY OF GLENPOOL,
AS BENEFICIARY OF THE GLENPOOL UTILITY SERVICE
AUTHORITY AND CONTRACTING ENTITY, AND AMERICAN
WASTE CONTROL, INC., AS SUCCESSOR IN INTEREST TO
CONTROLLED WASTE, INC.

WHEREAS, on April 28, 2004, the City of Glenpool ("City"), acting by the agency of the Glenpool Utility Services Authority, a public trust of which the City is beneficiary, and Controlled Waste, Inc., entered into an agreement (the "Former Agreement") for the collection and disposal of disposable solid waste from non-commercial, residential properties in the City of Glenpool; and

WHEREAS, on November 1, 2012, American Waste Control, Inc., completed a 100% acquisition of Controlled Waste, Inc., which included all assets, liabilities and equity of Controlled Waste, Inc., wherever they may be located; and

WHEREAS, the City, in reliance on representations of American Waste Control, Inc., recognizes American Waste Control, Inc. as the successor and assignee of Controlled Waste, Inc., insofar as that recognition pertains to the rights, duties and obligations of both Parties under the Former Agreement; and

WHEREAS, for all purposes related to the collection and disposal of solid waste from non-commercial, residential properties in accordance with Ordinance No. 736, An Ordinance Of The City Council Of The City Of Glenpool, Amending Title 9, Public Services; Chapter 3, Garbage And Refuse Collection And Disposal, Of The Code Of The City Of Glenpool; And Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith, as adopted by the City Council on May 15, 2017, (the "Ordinance") the City is designated as the contracting entity for solid waste services and American Waste, Inc., shall be deemed the "Carrier," as that term is used in the Former Agreement and in this Amended Agreement thereto (the "Amended Agreement"); and

WHEREAS, City and Carrier (individually, a "Party" and, collectively, the "Parties") now desire to make the following amendments, corrections, updates and additions to the Former Agreement for the betterment of service to the citizens of Glenpool, Oklahoma, and for the term set forth in this Amended Agreement, but not in perpetuity.

NOW THEREFORE, IT IS AGREED THAT THE FORMER AGREEMENT OF THE GLENPOOL UTILITY SERVICES AUTHORITY WITH WASTE CONTROL, INC., SHALL IDENTIFY THE CITY OF GLENPOOL AND AMERICAN WASTE CONTROL, INC., AS THE CONTRACTING PARTIES SUCCEEDING TO THE FORMER PARTIES, RESPECTIVELY, AND SHALL BE AND IS HEREBY FURTHER AMENDED TO READ AS FOLLOWS:

1. Basic Service. Carrier agrees to provide one collection of solid waste per week for each residential address/customer location ("Customer") within the City limits of the City of Glenpool, Oklahoma. Solid waste removed from each residence shall be only the contents of solid waste poly-carts which are provided to each

residence as a part of the services provided by Carrier under the terms of this Agreement. (The term “solid waste” shall have the meaning ascribed to that term in City of Glenpool Ordinance No. 736, which is attached hereto and incorporated herein by reference as Exhibit A.

2. Pricing Options. Carrier agrees to provide each Customer one (1) 95-gallon poly-cart for “disposable solid waste” and one (1) 95-gallon poly-cart for “recyclable solid waste” (as those terms are defined in Ordinance No. 736. Customers, at their sole discretion, may opt to receive service with one (1) 65-gallon poly-cart for disposable solid waste and one (1) 95-gallon poly-cart for recyclable solid waste. City shall pay to Carrier the sum of \$14.13 per month for those Customers receiving service with the first option and shall pay to Carrier the sum of \$12.53 per month for those Customers receiving service with the second option. For an additional fee of \$9.76 per month, Customer may also receive service with a second 95-gallon poly-cart for disposable solid waste.

3. Compliance with Applicable Laws. Carrier further agrees to be responsible for the disposal of disposable solid waste and such disposal shall be in accordance with all applicable Federal and State statutes, and City ordinances, policies, rules and regulations, including but not limited to Ordinance No. 736. Carrier shall control the solid waste stream for recyclable solid waste for resale to whatever secondary market may exist for such recyclable solid waste and retain the proceeds from such resale, or make any other lawful disposition thereof.

4. Bulky Waste. Carrier will provide, as an additional paid service, extra hauling of bulky items at set rates which will be on a per collection basis with a separate agreement between the Customer and the Carrier.

5. Customer Responsibility. Each Customer will be notified of their respective solid waste pick-up day. All poly-carts must be at the curb no later than 6:00 a.m. It is the responsibility of each Customer to place the solid waste poly-cart within four feet of the curb with no obstacles blocking Carrier access to the poly-cart. Obstacles would include such objects as mailboxes, cars parked in front of poly-carts, decorative fences and such other objects which tend to restrict immediate access to the poly-cart by Carrier. The Carrier shall collect all solid waste at curbside, and the Customer shall have the responsibility of placing the solid waste containers at curbside on the given days on which the Carrier is to make the collection. The Carrier

shall not be responsible for such collections if the Customer does not have the container at curbside on the designated day.

6. Senior/Handicapped Services. Carrier agrees to provide appropriate special services for senior citizens and handicapped Customers, consistent with its policies elsewhere. Such special services, upon verification of such status by Carrier, may include front porch service, a discounted rate per solid waste poly-cart, or similar offers.

7. Holiday Service. Carrier and City recognize that certain holidays can result in more than usual solid waste accumulation and may require extra collection services. Carrier does not provide collection services on Thanksgiving, Christmas, or New Year's Day. Following those holidays, collection day will be changed to the immediately following Saturday. Regular collection schedules will resume the week following the holiday. Carrier will make reasonable efforts to accommodate the potential excess of solid waste for collection that may result from these procedures, with no additional charge to the customer.

8. Compliant Vehicles. The Parties agree that Carrier will utilize only road-worthy, safety-inspected vehicles that are specially and properly equipped for such service and any vehicle used shall be equipped with a closed bed container.

9. Term and Renewal. The Parties agree that the initial term of this Agreement ("Term") shall be _____ () years unless otherwise terminated prior to the expiration of _____ () in accordance with provisions of this Agreement. This Agreement will automatically renew for additional successive _____ () renewal terms unless either Party notifies the other of its intention to terminate this Agreement by no later than sixty (60) days prior to expiration of the current initial or renewal Term. In no event, shall either Party terminate this Agreement without first having given the other Party sixty (60) days' written notice of termination.

10. Termination upon Notice. This Agreement may be terminated at any time by either Party by giving sixty (60) days written notice to the other Party of intention to terminate this Agreement. It is specifically understood and a good faith commitment between the Parties that this Agreement will not be terminated so long as fees charged by Carrier are acceptable to City, the level of service quality remains

acceptable to City and its Customers, and neither Party is in breach of any of the terms or conditions of this Agreement.

11. Rate Increase. The Parties agree that Carrier may request a rate increase of not more than _____ per cent (____%) for each subsequent renewal term after the initial term of this Agreement, provided that such request for such rate increase must be approved by the City Council for the City of Glenpool and, in no event, will such cost increase be granted until after such approval. In the event a cost increase cannot be agreed upon and approved, the Carrier may, after being notified of refusal of rate increase, give sixty (60) days' written notice of termination of this Agreement. The Parties understand and agree that "termination of Agreement" as used within this Section 9 refers only to termination of this Agreement in the event of a rate dispute.

12. Insurance and Indemnification. The Parties agree that the Carrier shall carry full liability insurance coverage in a minimum amount of _____ dollars and NO cents (\$_____) and further that Carrier shall indemnify, save and hold harmless the City of Glenpool from all claims, liability, damages, lawsuits, causes of action or other proceedings for acts, or failures to act, arising from negligent or intentional conduct of the Carrier or of any of its employees, officers or agents. It is understood and agreed by and between the Parties that Carrier is a contract Carrier and is in no way an agent, employee or representative of the City of Glenpool, Oklahoma.

13. Agreement to be Construed Under Oklahoma Law. This Agreement shall be construed under the laws of the State of Oklahoma. Exclusive original jurisdiction for any action relating to this Agreement shall be solely in the Tulsa County District Courts of Oklahoma. Prior to the filing of any action in the district court arising out of this Agreement, the Parties shall first attempt in good faith to mediate such dispute by negotiations between the City Manager, or his/her designee, and Carrier's designated representative.

14. Notice. Any notice or demand required or permitted to be given by the terms of this Agreement or by law shall be in writing and may be given by depositing said notice or demand in the U.S. Mail, certified mail with return receipt requested, addressed to the other Party's address, or by personal delivery. Service of said notice or demand shall be complete upon receipt of said notice or demand.

15. Entirety of Agreement. This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all proposals, oral or written, and all other communications between the Parties with respect to the subject matter of this Agreement.

16. Severability. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable.

17. Amendment of Agreement. This Agreement may be modified only by written subsequent agreement between the Parties. Any such written amendment shall not be effective unless and until approved and executed by authority of the City of Glenpool City Council.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates indicated by their names below.

CITY OF GLENPOOL, as Beneficiary of the Glenpool Utility Services Authority and Contracting Entity

Timothy Lee Fox, Mayor

Date

GLENPOOL UTILITY SERVICES AUTHORITY [for purposes of consent only and not as a party to this Agreement]

Timothy Lee Fox, Mayor

Date

ATTEST:

[SEAL]

Susan White, City and GUSA Clerk

Date

APPROVED AS TO FORM:

Lowell Peterson, City and GUSA Attorney

Date

AMERICAN WASTE CONTROL, INC., as Successor to CONTROLLED WASTE, INC.

Name:

Title:

STATE OF OKLAHOMA }
 } ss.
COUNTY OF TULSA)

On this ____ day of _____, 2017, before me, the undersigned notary public in and for the captioned County and State, personally appeared _____ known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as _____ of American Waste Control, Inc., and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year written above.

My Commission Expires:

Notary Public

Exhibits

A – Ordinance No. 736

B – Former Agreement, April 28, 2004

**AMENDED AGREEMENT BETWEEN THE CITY OF GLENPOOL,
AS BENEFICIARY OF THE GLENPOOL UTILITY SERVICE
AUTHORITY, AND AMERICAN WASTE CONTROL, INC., AS
SUCCESSOR IN INTEREST TO CONTROLLED WASTE, INC.**

WHEREAS, on April 28, 2004, the City of Glenpool ("City"), acting by the agency of the Glenpool Utility Services Authority, a public trust of which the City is beneficiary, and Controlled Waste, Inc., entered into an agreement (the "Former Agreement") for the collection and disposal of disposable solid waste from non-commercial, residential properties in the City of Glenpool; and

WHEREAS, on November 1, 2012, American Waste Control, Inc., completed a 100% acquisition of Controlled Waste, Inc., which included all assets, liabilities and equity of Controlled Waste, Inc., wherever they may be located; and

WHEREAS, the City, in reliance on representations of American Waste Control, Inc., recognizes American Waste Control, Inc. as the successor and assignee of Controlled Waste, Inc., insofar as that recognition pertains to the rights, duties and obligations of both parties under the Former Agreement; and

WHEREAS, for all purposes related to the collection and disposal of solid waste from non-commercial, residential properties in accordance with Ordinance No. 736, An Ordinance Of The City Council Of The City Of Glenpool, Amending Title 9, Public Services; Chapter 3, Garbage And Refuse Collection And Disposal, Of The Code Of The City Of Glenpool; And Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith, as adopted by the City Council on May 15, 2017, (the "Ordinance") American Waste, Inc., shall be deemed the "Carrier," as that term is used in the Former Agreement and in this Amended Agreement thereto (the "Amended Agreement"); and

WHEREAS, both parties now desire to make the following amendments, corrections, updates and additions to the Former Agreement for the betterment of service to the citizens of Glenpool, Oklahoma, for the term set forth in this Amended Agreement, but not in perpetuity.

~~This Agreement made on this 28th day of April 2004, by and between the Glenpool Utility Services Authority, hereinafter referred to as "Authority," and Controlled Waste, Inc., a licensed trash carrier, hereinafter referred to as "Carrier."~~

~~Consideration shall be the mutual covenants and obligations as herein contained.~~

~~WHEREAS, the Authority desires to contract in perpetuity with Carrier, for the pick-up and disposal of the trash and garbage of all non-commercial residents within the City of Glenpool, Oklahoma, and~~

~~WHEREAS, the Carrier desires to contract with the Authority for the pick-up and disposal of the trash and garbage of all non-commercial residents within the City of Glenpool, Oklahoma,~~

~~NOW THEREFORE, IT IS AGREED AS FOLLOWS:~~

NOW THEREFORE, IT IS AGREED THAT THE FORMER AGREEMENT OF THE GLENPOOL UTILITY SERVICES AUTHORITY WITH WASTE CONTROL, INC., SHALL IDENTIFY THE CITY OF GLENPOOL AND AMERICAN WASTE CONTROL, INC., AS THE CONTRACTING PARTIES SUCCEEDING TO THE FORMER PARTIES, RESPECTIVELY, AND SHALL BE AND IS HEREBY FURTHER AMENDED TO READ AS FOLLOWS:

1. Carrier agrees to provide one pick-up collection of solid waste per week for each resident within the City limits of the City of Glenpool, Oklahoma. ~~Trash~~Solid waste removed from each residence shall be only the contents of ~~trash~~solid waste carts which are provided to each resident as a part of the services provided by Carrier under the terms of this Agreement. (The term "solid waste" shall have the meaning ascribed to that term in City of Glenpool Ordinance No. 736, which is attached hereto and incorporated herein as Exhibit A.

2. Carrier agrees to provide each non-commercial residential customer ("Customer") one (1) 95-gallon poly cart for "disposable solid waste" and one (1) 95-gallon poly cart for "recyclable solid waste" (as those terms are defined in Ordinance No. 736 attached hereto and incorporated herein by reference as Attachment A. Customer, at their sole discretion, may opt to receive service with one (1) 65-gallon poly cart for disposable solid waste and one (1) 95-gallon poly cart for recyclable solid waste. City shall pay to Carrier the sum of \$14.13 per month for those Customers receiving service with the first option and shall pay to Carrier the sum of \$12.53 per month for those Customers receiving service with the second option. For an additional fee of \$9.76 per month, Customer may also receive service with a second 95-gallon poly cart for

~~disposable solid waste. Carrier agrees to provide to each resident one (1) 95-gallon cart. An additional cart may be provided for any resident who wishes to pay an additional fee for such extra cart. Such additional fee to be paid on a monthly basis. Additional monthly fee for each additional cart is \$11.26.~~

3. Carrier further agrees to be responsible for the disposal of disposable solid waste and such disposal shall be in accordance with all applicable Federal and State statutes, and City ordinances, policies, rules and regulations, including but not limited to Ordinance No. 736. Carrier shall control the solid waste stream for recyclable solid waste for resale to whatever secondary market may exist for such recyclable solid waste and retain the proceeds from such resale.~~Carrier further agrees to be responsible for disposal of such trash and garbage and such disposal shall be in accordance with Federal, State and City regulations.~~

4. Carrier will provide an additional service consisting of extra hauling of bulky items at set rates which will be on a per pick-up/collection basis with an agreement between the resident and the Carrier.

5. Each resident will be notified of their ir respective trash/solid waste pick-up day. All carts must be at the curb no later than 6:00 a.m. It is the responsibility of the resident to place the trash/solid waste cart within four feet of the curb with no obstacles blocking carrier access to the cart. Obstacles would include such objects as mailboxes, cars parked in front of carts, decorative fences and such other objects which tend to restrict immediate access to the cart by carrier.

6. Carrier agrees to provide appropriate special services for senior citizens ~~or~~and handicapped residents, consistent with its policies elsewhere. Such special services s~~for senior citizens and handicapped residents,~~ after/upon

verification of such status by Carrier, may include front porch service, ~~as well as a~~
discounted rate per solid waste cart, or similar offers~~with a smaller 95-gallon cart.~~

7. Carrier and City recognize that certain holidays can result in more than usual solid waste accumulation and may require extra collection services. Carrier does not provide collection services on Thanksgiving, Christmas, or New Year's Day. Following those holidays, collection day will be changed to the immediately following Saturday. Regular collection schedules will resume the week following the holiday. Carrier will make reasonable efforts to accommodate the potential excess of solid waste for collection that may result from these procedures, with no additional charge to the customer.~~Carrier recognizes that certain holidays which can result in trash accumulation may require extra pick up services. Exceptions shall be made by the carrier for trash pick up on the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's Day. In addition to the services and consideration as hereinbefore mentioned, the Glenpool Utility Services Authority agrees to pay to the Carrier \$11.26 for each residential account per month.~~

8. The parties agree that Carrier may request a rate increase of not more than 10% for each subsequent year after the first year of this Agreement, provided however, such request for such rate increase must be approved by the City Council for the City of Glenpool, and in no event, will such cost increase be granted until after such approval. In the event a cost increase cannot be agreed upon and approved, the Carrier may, after being notified of refusal of rate increase, give sixty (60) days written notice of termination of this Agreement. In no event, shall either party terminate this Agreement without first having given the other party sixty (60) days written notice of termination. The parties understand and agree that "termination of Agreement" as

used within this paragraph refers only to termination of this Agreement in the event of a rate dispute. ~~It is agreed that Carrier may request a rate increase of not more than 10% for each subsequent year of this contract, provided however, such request for such rate increase must be approved by the Board of Trustees of the Glenpool Utility Services Authority, and in no event will such cost increase be granted until after approval by the Board of Trustees of the Glenpool Utility Services Authority . In the event a cost increase cannot be agreed upon and approved, the Carrier, shall subsequent to being notified of refusal of rate increase, give sixty (60) days written notice of intention and desire to terminate this contract. In no event shall either party terminate this contract without first having given the other party sixty (60) days written notice of its intention to terminate this contract. It is understood and agreed that termination of contract as used within this paragraph refers only to the termination of the contract in the event of a rate dispute.~~

9. It is further understood and agreed that the Carrier will utilize only vehicles especially and properly equipped for such service and any vehicle used shall be equipped with a closed bed container.

10. The Carrier shall pick-up/collect all trash/solid waste and garbage at curbside, and the resident/customer shall have the responsibility of placing the 95 gallons/solid waste containers at curbside on the given days on which the Carrier is to make the pick-up/collection. The Carrier shall not be responsible for such pick-up/collections if the resident/customer does not have the container at curbside on the designated day.

11. The parties to this Agreement agree that the Carrier shall carry full liability insurance coverage up to \$500,000 and further, that the Carrier shall

indemnify, save and hold harmless the City of Glenpool ~~and the Glenpool Utility Services Authority~~ from any and all acts of negligence or contract giving rise against the Carrier or the City of Glenpool, Oklahoma ~~or the Glenpool Utility Services Authority~~ through acts or errors, omission or negligence by the Carrier. It is understood and agreed by and between the parties hereto that the Carrier is a contract Carrier and is in no way an agent, employee or representative of the City of Glenpool, Oklahoma ~~or the Glenpool Utility Services Authority~~.

12. This ~~contract~~Agreement may be terminated at any time, by either party by giving sixty (60) days written notice to the other party of intention to terminate this ~~contract~~Agreement. It is specifically understood between the parties that this Agreement will not be terminated so long as fees charged by Carrier are acceptable to ~~Authority~~City, ~~and~~ the level of service quality remains acceptable to the "AuthorityCity and its customers, and neither part is in breach of any of the conditions of this Agreement.

This Agreement constitutes the entire ~~A~~agreement by and between the parties, ~~and~~ nullifies any and all other agreements whether oral or written and may only be amended in writing, ~~hereinafter, such written modification necessarily such written amendment~~ requiring the approval of the ~~Board of Trustees~~City Council of the ~~Glenpool Utility Services Authority~~City of Glenpool of Glenpool, Oklahoma.

APPROVED and AGREED on the _____ day of _____, 2017.
GLENPOOL UTILITY SERVICES AUTHORITYCITY OF GLENPOOL

Timothy Lee Fox, Mayor

GLENPOOL UTILITY SERVICES AUTHORITY [for purposes of consent only and not
as a party to this Agreement]

Timothy Lee Fox, Chair

—

ATTEST:

[SEAL]

Susan White, City and GUSA Clerk

APPROVED AS TO FORM:

Lowell Peterson, City and GUSA Attorney

AMERICAN WASTE CONTROL, INC., as Successor to CONTROLLED WASTE, INC.

Name:

Title:

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

On this _____ day of _____, 2017, before me, the
undersigned notary public in and for the captioned County and State, personally appeared
_____ known to me to be the identical person who subscribed
the name of the maker thereof to the foregoing instrument as _____ of
American Waste Control, Inc., and acknowledged to me that he/she executed the
same as his/her free and voluntary act and deed, and as the free and voluntary act

and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires: _____ Notary Public

ORDINANCE NO. 736

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GLENPOOL, AMENDING TITLE 9, PUBLIC SERVICES; CHAPTER 3, GARBAGE AND REFUSE COLLECTION AND DISPOSAL, OF THE CODE OF THE CITY OF GLENPOOL; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH

WHEREAS, The Oklahoma Legislature, in the Oklahoma Environmental Quality Code, has recognized and declared that it is necessary for the public interest, health and economic welfare to encourage and promote the recycling and reuse of recoverable materials throughout the State; and

WHEREAS, Recycling and reuse substantially reduce disposal costs and the enormous flow of solid waste to Oklahoma's dwindling solid waste sites; and

WHEREAS, Recycling and reuse help to create new employment, provide for expansion of existing manufacturing and thereby increase employment and payrolls as well as upgrading the state's natural resources; and

WHEREAS, The Legislature has declared that the goal of the Oklahoma Recycling Initiative is that each incorporated municipality with a population greater than 5,000 should develop and operate a recycling program.

THEREFORE, BE IT ORDAINED by the City Council for the City of Glenpool, Oklahoma **THAT**:

§ 1. Chapter 3, Garbage and Refuse Collection and Disposal, of Title 9, Public Services, of the Code of the City of Glenpool shall be and hereby is amended as follows:

Title 9 – Public Services

Chapter 3

SOLID WASTE DISPOSAL, COLLECTION AND RECYCLING

9-3-1: SHORT TITLE:

9-3-2: DEFINITIONS:

9-3-3: EXCLUSIVE RIGHT OF CITY:

9-3-4: DUTY TO REQUEST SOLID WASTE DISPOSAL AND RECYCLING SERVICE:

9-3-5: RECYCLING MANDATORY:

9-3-6: ACCUMULATION OF SOLID WASTE PROHIBITED; USE OF CONTAINERS REQUIRED:

9-3-7: CONTAINER REQUIREMENTS:

9-3-8: FREQUENCY OF COLLECTIONS; RATES AND CHARGES:

9-3-9: NUISANCE DECLARED:

9-3-10: VIOLATIONS; PENALTY:

9-3-1: SHORT TITLE:

This chapter shall be known and cited as the *SOLID WASTE DISPOSAL, COLLECTION AND RECYCLING ORDINANCE*.

9-3-2: DEFINITIONS:

As used in this chapter the following words and terms shall have the meanings ascribed to them in this section:

SOLID WASTE: Comprehensive term used categorically to include all garbage, rubbish, rubble and trash, as those terms are defined in this section and as understood in common usage, however generated. For purposes of this section, Solid Waste includes "Disposable Solid Waste" and "Recyclable Solid Waste."

DISPOSABLE SOLID WASTE: All solid waste, other than recyclable solid waste.

RECYCLABLE SOLID WASTE: Components of solid waste that can be collected, separated, or processed and returned to the economic mainstream in the form of materials or products including, but not limited to the following:

- (1) Cardboard, newspaper, magazines, graded paper, mixed office paper, wood;
- (2) Clear and brown- or green-colored glass;
- (3) Durable and non-durable plastics, including plastic Polyethylene Terephthalate (PET, PETE #1) and High-Density Polyethylene (HDPE #2), and Polypropylene (PP #5);
- (4) Metals, including aluminum, copper, steel, bi-metals and ferrous metals; and
- (5) Any other materials or substances identified as recyclable by the City Manager.

Recyclable solid waste does not include:

Styrofoam; Garbage; Batteries; Light Bulbs; Yard Waste; Ceramics; Window Glass; Drinking Glasses; Plastic Bags; Toys; Garden Hoses; Electronics; Clothing; Paint; Lubricants; Hazardous Waste, as defined by federal and state regulations to include waste that poses substantial or potential threat to public health or the environment.

GARBAGE: Disposable solid waste consisting of vegetable, fruit or animal organic waste product common to kitchens, pantries and dining rooms and of such a character and proportion as to cause obnoxious odors or to attract or provide food for birds, animals or vermin.

RUBBISH: Solid waste commonly accumulated by housing residents; including glass and broken ware, discarded clothing, trash, tin cans, bottles, and papers, tree limbs, leaves, grass and weed cuttings properly contained or bundled as described herein.

RUBBLE: Includes dirt, rocks, ashes, debris resulting from construction, reconstruction or repair of buildings, and other earthen, wooden or metal materials larger and/or heavier than rubbish.

TRASH: Solid waste consisting of wastepaper, broken ware, discarded shoes and clothing, tin cans, bottles, grass cuttings, shrub trimmings, paper boxes and cartons, and floor sweepings from residential dwelling units.

9-3-3: EXCLUSIVE RIGHT OF CITY:

The city reserves to itself the exclusive right and privilege of the collection, removal and disposition of all solid waste within the corporate limits of the city, either by contracting with a suitable person or entity for such services or by performance of these functions by employees of the city, either method to be at the discretion of the city council. In the event the city council elects to direct these functions to be performed by city employees, the city council is hereby empowered to acquire suitable trucks and other equipment for the collection and removal of solid waste from the corporate limits of the city. In the alternative, the city council has the power to contract with private persons or entities to collect, remove and dispose of such solid waste in accordance with the terms and conditions of this chapter.

9-3-4: DUTY TO REQUEST SOLID WASTE REMOVAL AND RECYCLING SERVICE:

To assist in maintaining the general sanitation and health of the city, it shall be the duty of every person occupying or having control of the occupancy of any residential premises located on a regularly established solid waste collection route to notify the municipal utility service department at the beginning of such occupancy and request, accept and use the city's solid waste pick-up and collection service, whether performed by a private licensed solid waste collector or by the city through its employees and agents, and by such request and/or accepted use, the applicant shall grant such collector or city a license to come upon the premises for the purpose of removal of solid waste; provided that failure of any owner, rental agent or occupant of such premises to make such request shall not prevent nor in any way impair or impede the city from adding the address of such premises to the municipal solid waste collection records and providing such service and otherwise enforcing, by appropriate action, the regulatory measures herein prescribed and causing the fee or charge therefor to be paid. Such charges may become a lien upon the property upon the city clerk filing a certified statement of same with the county clerk's office and may be enforced as other liens.

9-3-5: RECYCLING MANDATORY

It shall be mandatory for all owners, tenants, or occupants of residential premises to separate recyclable solid waste from all other solid waste. Recyclable solid waste shall be deposited separately and apart from other solid waste generated by such persons and shall be placed separately at the curb in a manner and on such days and times as may be established herein, by regulations promulgated by the city manager or his designee or by contract.

9-3-6: ACCUMULATION OF SOLID WASTE PROHIBITED; USE OF CONTAINERS REQUIRED:

- A. It is unlawful for any owner, occupant or other person in charge of any lot, tract of ground or other premises in the city to allow any solid waste to accumulate thereon; or to permit water or other substances susceptible to putrefaction, whether animal, fruit or vegetable or other organic material, to so accumulate as to cause an offensive odor to be emitted therefrom or to cause a condition dangerous to the health of any person.
- B. No person shall deposit or place any solid waste in any alley, street or other public place within the city, nor shall any person deposit or place such substances upon private property, whether owned by such person or not, within the limits of the city, unless the same shall be enclosed in a suitable container.

9-3-7: CONTAINER REQUIREMENTS:

A. Specifications and Number:

- 1. The standard solid waste container required by this chapter, whether for disposable or recyclable solid waste, shall be a receptacle of not more than ninety-five (95) gallons in capacity, capable of holding impervious material and of sturdy construction, with a tightly fitting cover, equipped with at least two (2) handles properly spaced to facilitate handling, unless otherwise provided by the city or the contractor, if services are contracted.
- 2. If one container is not sufficient to hold the quantity of solid waste accumulated between collections, enough additional containers shall be provided by the city at a cost to be determined by the city manager or his designee.
- 3. Additional solid waste removal service is available for those customers who are participating in basic solid waste removal service. Such additional solid waste removal service shall provide that each customer, in addition to the poly cart service for disposable and recyclable solid waste, shall be entitled to simultaneous pick-up of up to three (3) additional bags. More than three (3) additional bags must be obtained at the customer's cost from the city or the contractor, if services are contracted. The basic solid waste disposal and recycling fee shall be increased for the additional service by an

amount established by the city manager or his designee or the contractor, if services are contracted.

B. Location of Containers:

1. Disposable and recyclable solid waste containers shall be located consistently at a single place on each premises, which place shall be easily accessible to the street or alley from which the collections are made. All containers not accessible from an alley and that have to be reached from the street must be set back at least twenty-five feet (25') from the curb except on days of collection. Containers located inside of buildings must be accessible to collectors. The city reserves the right to refuse to collect solid waste containers which are not easily accessible and do not meet the requirements of this chapter.
2. Disposable and recyclable solid waste containers shall not be located directly under downspouts or eaves, or any other location susceptible to deluge by water.

9-3-8: FREQUENCY OF COLLECTIONS; RATES AND CHARGES:

- A. Collection Frequency: Disposable and recyclable solid waste shall be collected from each residence at least once each calendar week. When scheduled pick-up falls on a holiday, containers will be picked up on the next regularly scheduled pick-up day.
- B. Rates and Charges: Rates and charges for residential collection services shall be as established by the city manager or his designee, or by contract, and shall be published in the city's master fee schedule.

9-3-9: NUISANCE DECLARED:

Fermenting, putrefying or odoriferous garbage in containers uncollected or dumped in the open due to failure to provide adequate containers or pay the collection service fee as provided herein, or to improper placement or maintenance of containers, shall be declared a nuisance subject to enforcement as set forth in title 6 of this code and section 9-3-10 of this chapter.

9-3-10: VIOLATIONS; PENALTY:

- A. Any person, firm or corporation who violates any provision of this chapter by doing any act prohibited or declared to be unlawful thereby or declared to be a nuisance, an offense or misdemeanor thereby, or who fails to do any act required by any such provisions, or who fails to do any act when any such provision declares such failure to be unlawful or to be an offense or misdemeanor, or who violates or fails or refuses to carry out any lawful order of the city made pursuant to provisions of this chapter shall, upon conviction, be guilty of an offense punishable as provided in section 1-4-1 of this code and as set forth in the

municipal bond schedule adopted by the governing body as provided in section 1-11-19 of this code. Each day upon which a violation continues shall be deemed a separate offense.

- B. No penalty imposed by and pursuant to subsection A of this section shall interfere with the right of the city also to apply to the proper courts of the state for an injunction, writ of mandamus or other appropriate action against such person or entity in violation of this chapter.

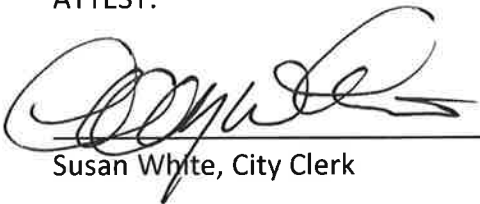
§ 2. That all ordinances or parts of ordinances or resolutions in conflict with this Ordinance shall be and hereby are repealed and of no effect from the date of adoption of this Ordinance.

PASSED AND APPROVED by the City Council of the City of Glenpool this 15th day of May 2017.



Timothy Lee Fox, Mayor

ATTEST:



Susan White, City Clerk



APPROVED AS TO FORM:



Lowell Peterson, City Attorney

CITY OF GLENPOOL
PARK AND RECREATION FACILITY USER AGREEMENT
[INCLUDING ALCOHOLIC BEVERAGE SERVICE]

This Park and Recreation Facility User Agreement (“Agreement”) is between the City of Glenpool, Oklahoma, a municipal corporation, 12205 S. Yukon Avenue, Glenpool, Oklahoma 74033 (“City”) and the Glenpool Chamber of Commerce, a qualified 501(c)(3) non-profit organization with its mission to promote business and the general welfare in the City of Glenpool (“User”).

Section 1. Grant of User License. By this Agreement, the City grants an exclusive license to User to use the entirety of that portion of land and improvements located in the City commonly known as Black Gold Park (the “**Premises**”), including all structures, fixtures, playing surfaces, all stands or bleachers, splash pad, pavilion, playscapes, skateboard arena, associated concession stands, storage building, restrooms and any related improvements (“**Facilities**”) for the following:

Dates: _____; and

Hours: _____.

Exclusively and solely for the designated purpose of sponsoring and/or operating an event known as Black Gold Days (the “**Event**”).

Section 2. Capacity; Crowd Control. User’s best estimate of the number of attendees/guests at the Event on the designated dates and peak hours are as follows:

User is responsible for taking reasonable measures to minimize potential traffic flow problems at the Premises during the Event. The Premises have a curfew of 11:00 p.m. Curfew may be extended, by consent of the City Clerk or her designee and for adult use only, to accommodate User’s requirements.

Section 3. Inclement Weather Cancellations. City staff, in consultation with the User, reserves the right to close the Premises and cancel all activities related to the Event when, due to inclement weather or other conditions, public safety or preservation of the Premises is threatened. Any determination as to whether the Event should be cancelled due to adverse conditions will be communicated at the earliest feasible opportunity.

Section 4. Event Open to Public. Except as otherwise provided with respect to the service of alcoholic beverages, the public will be invited to attend and participate in the Event. User shall assume all liability for claims or damages to persons or property resulting from the Event and shall comply with the insurance requirements set out in Section 18. User also agrees to ensure that no

one under the age of 21 years is permitted in designated areas where alcoholic beverages may be served.

Section 5. Waiver of User Fee. The Park and Recreation Facility User Fee normally required for reserving exclusive use of any City park or other facility is waived for this Event.

Section 6. Operation of Concession Facility. User anticipates that the Event will include a variety of concession stands and therefore will not operate the on-site concession facility owned by the City during the Event.

Section 7. Alcoholic Beverages During Event. User expects that liquor, low point beer, beer, wine, or other alcoholic beverages ("Alcohol") will be available for consumption on the Premises during the Event in the following designated location on the Premises:

And for the following designated:

Dates _____; and

Hours: _____

User is responsible to comply, and ensure that its guests comply, with all applicable federal, state and local laws and regulations pertaining to the possession, distribution and consumption of Alcohol in the State of Oklahoma. If Alcohol is to be sold or given away to guests at the Event, such Alcohol shall only be sold or given away by an organization or individual licensed by the State of Oklahoma to do so.

Prior to the Event, User shall provide to the City a copy of the liquor license(s) and liquor liability insurance certificate(s) for all persons or organizations that will be selling or giving away Alcohol. Additionally, **User shall provide sufficient security for the Event, at User's sole cost, to ensure the safety and well-being of guests at the Event as well as the safety and security of the Premises and Facilities.** User accepts full liability and responsibility for all damages to property and/or injuries to persons during the Term of the Event that are in any way related to use of the Premises by persons consuming Alcohol.

**** NOTE: User must complete and submit the alcoholic license application at Exhibit A to this Agreement.**

Section 8. Term of Agreement. This Agreement shall commence and be effective on, and during, the times designated in Section 1 (the "**Term**") unless sooner terminated in accordance with the terms and conditions of this Agreement. Such Term shall not be extended without express written approval by the City.

Section 9. Restrictions on Alteration of Premises. Premises shall at all times remain property of the City and may not be modified, altered, or destroyed without the prior written permission of City. Further, no improvements, structures or fixtures of any kind may be built or brought upon said Premises without the prior written permission of City and in accordance with

terms and conditions to be recorded by separate agreement: ***provided that*** the parties agree that certain equipment, rides, games and other temporary facilities related to the Event's purposes may be brought onto the Premises without any further agreement being necessary.

Section 10. No Warranty by City. User acknowledges that it has inspected the Premises thoroughly and has determined that the Premises are satisfactory for its intended use. City makes no representations or warranties, express or implied, as to the condition of Premises. User assumes all risk and liability of using the Premises for its stated purposes.

Section 11. Cleanup. After each use of Premises, User shall pick up, or arrange to be picked up, all trash on and around play areas, parking lots and structures and deposit the same in trash cans or commercial dumpsters provided by City prior to concluding the Event. Failure to clean up to a reasonable degree and to the satisfaction of City will result in a ban from future uses and may result in a claim for damages or prosecution of a misdemeanor, depending on severity.

Section 12. User to Provide Traffic and Parking Control. User agrees to provide staff or volunteers to control the parking lot(s) during all User activities and to prevent individuals from parking on any unauthorized areas.

Section 13. City Retains Right of Entry and Inspection. City retains the right to enter Premises without prior notice, to inspect Premises or to conduct maintenance or repairs, or to determine whether User is complying with the terms and conditions of this Agreement, or for any other purpose incidental to the rights of City under this Agreement and applicable law.

Section 14. Reimbursement to City for Certain Maintenance and Repairs. User shall reimburse City for the cost of parts and labor for the replacement or repair of any personal property on, fixtures attached to, or any other improvements on the Premises for any cause other than normal and routine wear and tear and disaster, to the extent such maintenance is a direct result of User's or its guests' av. User shall not be liable to City for any acts of vandalism which, upon investigation, are not attributable to the acts, omissions, negligence or misconduct of User, its guests, invitees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors.

Section 15. City to Provide Utilities. City shall provide all utilities needed and used by User upon the Premises without cost to User.

Section 16. Indemnification of the City. As partial consideration for this Agreement, User agrees to indemnify, defend (at City's option) and hold harmless City, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of User, its guests, invitees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to permitted and non-permitted uses of Premises, whether during an approved, supervised activity or not, any injury or damage that occurs on or about the Premises relating to User activities, or User's performance or

failure to perform the terms and conditions of this Agreement. Such indemnification, hold harmless and defense obligation shall exclude any actions that arise directly out of the negligence or willful misconduct of the City or any of its agents, in accordance with the terms, conditions and exceptions in the Governmental Tort Claims Act.

Section 17. Prompt Notice to City of Serious Bodily Injury or Dispute. User shall provide City with prompt written notice of any serious injuries (serious injuries include all injuries that require medical treatment), written or oral complaints received, actual or anticipated disputes with or claims by any individual, and any lawsuits by any individual relating to any activities on or about Premises connected to the Event.

Section 18. Insurance Required. Without limiting City's right to indemnification, User, its contractors and subcontractors shall obtain insurance in amounts no less than, or in terms no more restrictive than, such as are appropriate to the nature and scope of the proposed Event and as attached hereto at **Exhibit B**. User, or Event vendors, will be required to maintain general liability insurance covering the Premises and proposed activities naming the City of Glenpool as additional insured. Worker's Compensation insurance coverage will be required to the extent that it is required by the Worker's Compensation laws of the State of Oklahoma. Comprehensive automobile liability insurance will be required to the extent applicable to all owned, hired and non-owned vehicles connected in any way with the Event.

Section 19. Termination. User may terminate this Agreement for any reason upon giving City prior written notice or by abandoning the Premises (not using the park during a scheduled time). City may terminate this Agreement for any reason upon giving User prior written notice of at least 24 hours or for good cause at any time. Good cause shall include, without limitation, severe damage to the Premises or violation of any park rules, regulations or City ordinances. If this Agreement is terminated, User will pay City for any costs City has incurred up to and including the date of termination, including but not limited to the costs of repairing Premises to the condition existing prior to any damage caused by User. Termination of this Agreement shall not terminate User's liability for any losses, which have occurred on or prior to that date, regardless of whether either party has received notice of the claimed loss.

Section 20. Termination upon Substantial or Total Destruction of Premises. In the event of substantial or total destruction of Premises from any cause, and if repairs or restoration cannot be effectively accomplished on or prior to the date of the Event and the Premises have been rendered unusable for such use, either party may declare this Agreement terminated with no further obligation or liability.

Section 21. Agreement to be Construed Under Oklahoma Law. This Agreement shall be construed under the laws of the State of Oklahoma. Exclusive original jurisdiction for any action relating to this Agreement shall be solely in the Tulsa County District Courts of Oklahoma. Prior to the filing of any action in the district court arising out of this Agreement, the User and the City shall first attempt in good faith to mediate such dispute by negotiations between the City Manager or his/her designee and User.

Section 22. Notice. Any notice or demand required or permitted to be given by the terms of this Agreement or by law shall be in writing and may be given by depositing said notice or demand in the U.S. Mail, certified mail with return receipt requested, addressed to the other party's address, or by personal delivery. Service of said notice or demand shall be complete upon receipt of said notice or demand.

Section 23. Entirety of Agreement. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Agreement.

Section 24. Severability. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable.

Section 25. Amendment of Agreement. This document may be modified only by written agreement between the parties. Any such modification shall not be effective unless and until executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates indicated by their names below.

**GLENPOOL CHAMBER OF COMMERCE,
USER**

By: _____
(Name of User's Authorized Representative)

(Address and Telephone Contact for User)

VERIFICATION

State of Oklahoma)
)
County of Tulsa)

Before me, a notary public, on this ____ day of _____, 20__, personally appeared _____ known to me to be the _____ [title] of the Chamber of Commerce and to be the identical person who executed the foregoing Agreement, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Notary Public

**CITY OF GLENPOOL, OKLAHOMA,
PARK OWNER**

By: _____
Timothy Lee Fox, Mayor

Date: _____

ATTESTED:

SEAL

Susan White, City Clerk

APPROVED:

Lowell Peterson, City Attorney

Exhibits

A – Application for Alcoholic Beverage dispenser license required for dispensation of low point beer, beer, wine or alcohol.

B – Insurance Certificates required by Section 18

EXHIBIT A

Glenpool Black Gold Park Request and License for Alcoholic Beverage Service

In keeping with City of Glenpool policy for service of alcoholic beverages in any Glenpool park or recreational facility, and all applicable legal requirements, please complete the form below to request approval for service of alcohol.

Information:

Name of Event: Black Gold Days

Dates of Event: _____

Dates/Times of Alcohol Beverage Service: _____

Describe Facility in which Alcohol Service will occur and its Segregation from Public Areas/Open Space: _____

Type(s) of Alcoholic Beverages to be Served:

- _____ Low Point Beer
- _____ Beer (more than 3.2% ABV)
- _____ Mixed Beverages (Liquor)
- _____ Wine/Champagne

Additional Comments or Requests:

Event Contact* Name: _____

Phone: _____

*** Contact will be responsible for all obligations of the User under the Parks and Recreational Facility User Agreement.**

Contact information to Confirm Licensed/Insured Bartender/Service:

Name: _____

Phone: _____

Agreement:

I, the undersigned, have read and agree to abide by the following policies for the service of alcoholic beverages at Black Gold Park in the City of Glenpool:

- Alcohol will be served only by a licensed and insured bartender provided by the Sponsor of the Event.
- I agree to pay a security officer provided by the City a fee \$35 per hour during all times that alcohol is to be served, as follows:

Up to 200 guests	1 officer
200 to 400 guests	2 officers
400 guests and up	3 officers

I take responsibility for the following, or I am duly authorized to commit the User to take responsibility for ensuring that:

- No one under the age of 21 will have access to any area or the opportunity, or under any circumstances be allowed, to consume alcoholic beverages.
- No one will become disorderly. Any person who does become disorderly will be requested to leave the Event once safe transport has been assured. If such person resists, police may be called.
- No one will be allowed to leave Black Gold Park with an alcoholic beverage or be allowed to drive a vehicle in an inebriated condition.
- The bartender/catering service provides the Glenpool City Manager, City Clerk or designee of either with a valid copy of license and insurance before alcohol may be served.
- No alcoholic beverages will be consumed in the parking area(s) of Black Gold Park.
- No alcoholic beverages will be brought in by guests or any party other than the licensed caterer, or qualified bartending service.
- No alcoholic beverages will be allowed anywhere on the grounds of Black Gold Park other than those covered by this Agreement.

I understand and agree that any violation of the foregoing policies may result in immediate termination of the Event; demand for evacuation of the Premises without any refund of payments made; ejection from Black Gold Park of the offending individual(s); additional charges to the Event Sponsor and/or prosecution under the law.

Signature of User or Authorized Representative of User

Date

**BARTENDER OR CATERING SERVICE LICENSES AND INSURANCE
CERTIFICATES TO BE ATTACHED**

EXHIBIT B
INSURANCE CERTIFICATES



Visit these fine businesses during
Black Gold Days

June 15-18

Crafts ~ Concessions
Beer Garden ~ Entertainment

Thursday 5 – 11 p.m.
Friday 11 a.m. – 11 p.m.
Saturday 10 a.m. – midnight
Sunday 1 – 5 p.m.

Carnival Wrist-Band information

Thursday/Friday 6 – 11 p.m.
Saturday noon – 6 p.m.
Sunday 1 – 5 p.m.

(\$20 pre-sale/\$25 at carnival)

Ticket good for one day only

Multiple tickets for multiple days may be purchased

No limit on pre-purchased tickets

Purchase tickets at the following businesses:

American Heritage Bank

BancFirst

Mabrey Bank

Glenpool Chamber of Commerce

Information: (918) 322-3505



Black Gold Days Schedule of Events

June 15-18

Black Gold Park — 94 W. 145th St., Hwy 75, Glenpool

June 15 (Thursday)

- 5 p.m. — Boy Scouts FlagRaising Ceremony
- 5 – 10 p.m. — Booths open
- 5 – 11 p.m. — Carnival (wristbands 6 – 11 p.m.)
- 5 – 11 p.m. — Beer Garden

June 16 (Friday)

- 4 – 11 p.m. — Beer Garden
- 5 – 11 p.m. — Booths open
- 5 – 11 p.m. — Carnival (wristbands 6 – 11 p.m.)

June 17 (Saturday)

- 7 – 10 a.m. — Glenpool Schools Pancake Breakfast (High School Student Center)
- 8 a.m. – 11 a.m. — Glenpool Optimist Horseshoe Tournament
- 9 a.m. — Frog and Turtle Race (Black Gold Park)
- 11 a.m. — Black Gold Parade
- 10 a.m. – 10 p.m. — Booths Open
- 11 a.m. – midnight — Beer Garden
- 11 a.m. – midnight — Carnival (wristbands noon – 6 p.m.)

June 18 (Sunday)

- 1 – 5 p.m. Carnival (wristbands 1 – 5 p.m.)



Black Gold Days Beer Garden

- The Glenpool Chamber of Commerce would like the blessing of the Glenpool City Council to move forward with its beer-garden event
- Black Gold Days: June 15-18, 2017
- Beer garden days of operation: June 15-17
- The City will not be liably responsible for any portion of the event
- The chamber and its project partner — Trey's — will carry all the liability burden
- The member/partner will provide all staff necessary to run the event
- All bartenders will be licensed by the State of Oklahoma
- The event will be self-contained within the confines of Black Gold Park tennis courts



**CITY OF GLENPOOL
PARK AND RECREATION FACILITY USER AGREEMENT
[INCLUDING ALCOHOLIC BEVERAGE SERVICE]**

This Park and Recreation Facility User Agreement ("Agreement") is between the City of Glenpool, Oklahoma, a municipal corporation, 12205 S. Yukon Avenue, Glenpool, Oklahoma 74033 ("City") and the Glenpool Chamber of Commerce, a qualified 501(c)(3) non-profit organization with its mission to promote business and the general welfare in the City of Glenpool ("User").

Section 1. Grant of User License. By this Agreement, the City grants an exclusive license to User to use the entirety of that portion of land and improvements located in the City commonly known as Black Gold Park (the "**Premises**"), including all structures, fixtures, playing surfaces, all stands or bleachers, splash pad, pavilion, playscapes, skateboard arena, associated concession stands, storage building, restrooms and any related improvements ("**Facilities**") for the following:

Dates: June 15-18; and
Hours: 8 a.m. - midnight.

Exclusively and solely for the designated purpose of sponsoring and/or operating an event known as Black Gold Days (the "**Event**").

Section 2. Capacity; Crowd Control. User's best estimate of the number of attendees/guests at the Event on the designated dates and peak hours are as follows:

8,000 - 10,000

User is responsible for taking reasonable measures to minimize potential traffic flow problems at the Premises during the Event. The Premises have a curfew of 11:00 p.m. Curfew may be extended, by consent of the City Clerk or her designee and for adult use only, to accommodate User's requirements.

Section 3. Inclement Weather Cancellations. City staff, in consultation with the User, reserves the right to close the Premises and cancel all activities related to the Event when, due to inclement weather or other conditions, public safety or preservation of the Premises is threatened. Any determination as to whether the Event should be cancelled due to adverse conditions will be communicated at the earliest feasible opportunity.

Section 4. Event Open to Public. Except as otherwise provided with respect to the service of alcoholic beverages, the public will be invited to attend and participate in the Event. User shall assume all liability for claims or damages to persons or property resulting from the

Event and shall comply with the insurance requirements set out in Section 18. User also agrees to ensure that no one under the age of 21 years is permitted in designated areas where alcoholic beverages may be served.

Section 5. Waiver of User Fee. The Park and Recreation Facility User Fee normally required for reserving exclusive use of any City park or other facility is waived for this Event.

Section 6. Operation of Concession Facility. User anticipates that the Event will include a variety of concession stands and therefore will not operate the on-site concession facility owned by the City during the Event.

Section 7. Alcoholic Beverages During Event. User expects that liquor, low point beer, beer, wine, or other alcoholic beverages ("Alcohol") will be available for consumption on the Premises during the Event in the following designated location on the Premises:

Tennis Courts area
And for the following designated:

Dates June 15-17; and
Hours: 11am - midnight

User is responsible to comply, and ensure that its guests comply, with all applicable federal, state and local laws and regulations pertaining to the possession, distribution and consumption of Alcohol in the State of Oklahoma. If Alcohol is to be sold or given away to guests at the Event, such Alcohol shall only be sold or given away by an organization or individual licensed by the State of Oklahoma to do so.

Prior to the Event, User shall provide to the City a copy of the liquor license(s) and liquor liability insurance certificate(s) for all persons or organizations that will be selling or giving away Alcohol. Additionally, **User shall provide sufficient security for the Event, at User's sole cost, to ensure the safety and well-being of guests at the Event as well as the safety and security of the Premises and Facilities.** User accepts full liability and responsibility for all damages to property and/or injuries to persons during the Term of the Event that are in any way related to use of the Premises by persons consuming Alcohol.

**** NOTE: User must complete and submit the alcoholic license application at Exhibit A to this Agreement.**

Section 8. Term of Agreement. This Agreement shall commence and be effective on, and during, the times designated in Section 1 (the "Term") unless sooner terminated in accordance with the terms and conditions of this Agreement. Such Term shall not be extended without express written approval by the City.

Section 9. Restrictions on Alteration of Premises. Premises shall at all times remain property of the City and may not be modified, altered, or destroyed without the prior written permission of City. Further, no improvements, structures or fixtures of any kind may be built or

brought upon said Premises without the prior written permission of City and in accordance with terms and conditions to be recorded by separate agreement: ***provided that*** the parties agree that certain equipment, rides, games and other temporary facilities related to the Event's purposes may be brought onto the Premises without any further agreement being necessary.

Section 10. No Warranty by City. User acknowledges that it has inspected the Premises thoroughly and has determined that the Premises are satisfactory for its intended use. City makes no representations or warranties, express or implied, as to the condition of Premises. User assumes all risk and liability of using the Premises for its stated purposes.

Section 11. Cleanup. After each use of Premises, User shall pick up, or arrange to be picked up, all trash on and around play areas, parking lots and structures and deposit the same in trash cans or commercial dumpsters provided by City prior to concluding the Event. Failure to clean up to a reasonable degree and to the satisfaction of City will result in a ban from future uses and may result in a claim for damages or prosecution of a misdemeanor, depending on severity.

Section 12. User to Provide Traffic and Parking Control. User agrees to provide staff or volunteers to control the parking lot(s) during all User activities and to prevent individuals from parking on any unauthorized areas.

Section 13. City Retains Right of Entry and Inspection. City retains the right to enter Premises without prior notice, to inspect Premises or to conduct maintenance or repairs, or to determine whether User is complying with the terms and conditions of this Agreement, or for any other purpose incidental to the rights of City under this Agreement and applicable law.

Section 14. Reimbursement to City for Certain Maintenance and Repairs. User shall reimburse City for the cost of parts and labor for the replacement or repair of any personal property on, fixtures attached to, or any other improvements on the Premises for any cause other than normal and routine wear and tear and disaster, to the extent such maintenance is a direct result of User's or its guests' av. User shall not be liable to City for any acts of vandalism which, upon investigation, are not attributable to the acts, omissions, negligence or misconduct of User, its guests, invitees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors.

Section 15. City to Provide Utilities. City shall provide all utilities needed and used by User upon the Premises without cost to User.

Section 16. Indemnification of the City. As partial consideration for this Agreement, User agrees to indemnify, defend (at City's option) and hold harmless City, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of User, its guests, invitees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to permitted

and non-permitted uses of Premises, whether during an approved, supervised activity or not, any injury or damage that occurs on or about the Premises relating to User activities, or User's performance or failure to perform the terms and conditions of this Agreement. Such indemnification, hold harmless and defense obligation shall exclude any actions that arise directly out of the negligence or willful misconduct of the City or any of its agents, in accordance with the terms, conditions and exceptions in the Governmental Tort Claims Act.

Section 17. Prompt Notice to City of Serious Bodily Injury or Dispute. User shall provide City with prompt written notice of any serious injuries (serious injuries include all injuries that require medical treatment), written or oral complaints received, actual or anticipated disputes with or claims by any individual, and any lawsuits by any individual relating to any activities on or about Premises connected to the Event.

Section 18. Insurance Required. Without limiting City's right to indemnification, User, its contractors and subcontractors shall obtain insurance in amounts no less than, or in terms no more restrictive than, such as are appropriate to the nature and scope of the proposed Event and as attached hereto at **Exhibit B**. User, or Event vendors, will be required to maintain general liability insurance covering the Premises and proposed activities naming the City of Glenpool as additional insured. Worker's Compensation insurance coverage will be required to the extent that it is required by the Worker's Compensation laws of the State of Oklahoma. Comprehensive automobile liability insurance will be required to the extent applicable to all owned, hired and non-owned vehicles connected in any way with the Event.

Section 19. Termination. User may terminate this Agreement for any reason upon giving City prior written notice or by abandoning the Premises (not using the park during a scheduled time). City may terminate this Agreement for any reason upon giving User prior written notice of at least 24 hours or for good cause at any time. Good cause shall include, without limitation, severe damage to the Premises or violation of any park rules, regulations or City ordinances. If this Agreement is terminated, User will pay City for any costs City has incurred up to and including the date of termination, including but not limited to the costs of repairing Premises to the condition existing prior to any damage caused by User. Termination of this Agreement shall not terminate User's liability for any losses, which have occurred on or prior to that date, regardless of whether either party has received notice of the claimed loss.

Section 20. Termination upon Substantial or Total Destruction of Premises. In the event of substantial or total destruction of Premises from any cause, and if repairs or restoration cannot be effectively accomplished on or prior to the date of the Event and the Premises have been rendered unusable for such use, either party may declare this Agreement terminated with no further obligation or liability.

Section 21. Agreement to be Construed Under Oklahoma Law. This Agreement shall be construed under the laws of the State of Oklahoma. Exclusive original jurisdiction for any action relating to this Agreement shall be solely in the Tulsa County District Courts of Oklahoma. Prior to the filing of any action in the district court arising out of this Agreement, the User and the City shall first attempt in good faith to mediate such dispute by negotiations between the City Manager or his/her designee and User.

Section 22. Notice. Any notice or demand required or permitted to be given by the terms of this Agreement or by law shall be in writing and may be given by depositing said notice or demand in the U.S. Mail, certified mail with return receipt requested, addressed to the other party's address, or by personal delivery. Service of said notice or demand shall be complete upon receipt of said notice or demand.

Section 23. Entirety of Agreement. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Agreement.

Section 24. Severability. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable.

Section 25. Amendment of Agreement. This document may be modified only by written agreement between the parties. Any such modification shall not be effective unless and until executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates indicated by their names below.

**GLENPOOL CHAMBER OF COMMERCE,
USER**

By: Sydney L. Bland
(Name of User's Authorized Representative)

17205 J. Yukon Ave., Glenpool, Ok (918) 322-3505
(Address and Telephone Contact for User)

VERIFICATION

State of Oklahoma)

County of Tulsa)

Before me, a notary public, on this 31 day of May, 2017, personally appeared Sydney Bland known to me to be the Executive Director [title] of the Chamber of Commerce and to be the identical person who executed the foregoing Agreement, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

2-17-2020

Gina R Simmons

GINA R SIMMONS
Notary Public, State of Oklahoma
Commission # 16001662
My Commission Expires February 17, 2020

Notary Public

**CITY OF GLENPOOL, OKLAHOMA,
PARK OWNER**

By: _____
Timothy Lee Fox, Mayor

Date: _____

ATTESTED:

SEAL

Susan White, City Clerk

APPROVED:

Lowell Peterson, City Attorney

Exhibits

A – Application for Alcoholic Beverage dispenser license required for dispensation of low point beer, beer, wine or alcohol.

B – Insurance Certificates required by Section 18

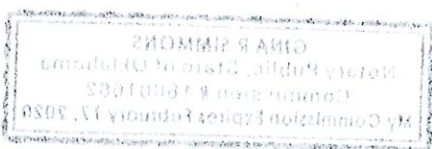


EXHIBIT A

Glenpool Black Gold Park Request and License for Alcoholic Beverage Service

In keeping with City of Glenpool policy for service of alcoholic beverages in any Glenpool park or recreational facility, and all applicable legal requirements, please complete the form below to request approval for service of alcohol.

Information:

Name of Event: Black Gold Days

Dates of Event: June 15-18

Dates/Times of Alcohol Beverage Service: June 15-17; 11a.m. - midnight

Describe Facility in which Alcohol Service will occur and its Segregation from Public Areas/Open Space: fenced tennis court area of Black Gold Park

Type(s) of Alcoholic Beverages to be Served:

- ☒ Low Point Beer
- ☐ Beer (more than 3.2% ABV)
- ☐ Mixed Beverages (Liquor)
- ☐ Wine/Champagne

Additional Comments or Requests:

Event Contact* Name: Sydney Bland

Phone: (918) 322-3505

*** Contact will be responsible for all obligations of the User under the Parks and Recreational Facility User Agreement.**

Contact information to Confirm Licensed/Insured Bartender/Service:

Name: TRAVIS DAVIDSON

Phone: (918) 629-9491

Agreement:

I, the undersigned, have read and agree to abide by the following policies for the service of alcoholic beverages at Black Gold Park in the City of Glenpool:

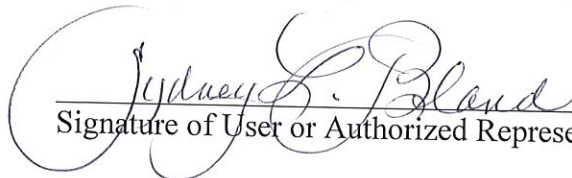
- Alcohol will be served only by a licensed and insured bartender provided by the Sponsor of the Event.
- I agree to pay a security officer provided by the City a fee \$35 per hour during all times that alcohol is to be served, as follows:

Up to 200 guests	1 officer
200 to 400 guests	2 officers
400 guests and up	3 officers

I take responsibility for the following, or I am duly authorized to commit the User to take responsibility for ensuring that:

- No one under the age of 21 will have access to any area or the opportunity, or under any circumstances be allowed, to consume alcoholic beverages.
- No one will become disorderly. Any person who does become disorderly will be requested to leave the Event once safe transport has been assured. If such person resists, police may be called.
- No one will be allowed to leave Black Gold Park with an alcoholic beverage or be allowed to drive a vehicle in an inebriated condition.
- The bartender/catering service provides the Glenpool City Manager, City Clerk or designee of either with a valid copy of license and insurance before alcohol may be served.
- No alcoholic beverages will be consumed in the parking area(s) of Black Gold Park.
- No alcoholic beverages will be brought in by guests or any party other than the licensed caterer, or qualified bartending service.
- No alcoholic beverages will be allowed anywhere on the grounds of Black Gold Park other than those covered by this Agreement.

I understand and agree that any violation of the foregoing policies may result in immediate termination of the Event; demand for evacuation of the Premises without any refund of payments made; ejection from Black Gold Park of the offending individual(s); additional charges to the Event Sponsor and/or prosecution under the law.



Signature of User or Authorized Representative of User



Date

**BARTENDER OR CATERING SERVICE LICENSES AND INSURANCE
CERTIFICATES TO BE ATTACHED**

EXHIBIT B
INSURANCE CERTIFICATES



— B A R & G R I L L —

Beer Garden Proposal

This is our formal proposal, citing reasons why the Glenpool Chamber of Commerce should partner with Treys Bar & Grill during the 39th Annual Black Gold Days, June 15-June 18, 2017. Below, I will list reasons why we are the best option to operate the Beer Garden for the festival.

Zero Maintenance – Treys Bar & Grill will provide all staff, including someone to check ID's and distribute wristbands, bartenders, and setup crew. No Glenpool Chamber volunteers will be needed to aid the Beer Garden operation.

Fully-Equipped Staff – Our bartenders are licensed by the State of Oklahoma to serve alcohol in any capacity, including off-site caterings. We have taken extensive measures to ensure that our bartenders receive the proper training on safe alcohol service. Our staff is well aware of the responsibilities that come with serving alcohol and do not take that lightly.

Dollar Kickback – Treys Bar & Grill agrees to give \$1 per beer to the Glenpool Chamber of Commerce. Treys will purchase the beer, set everything up, serve the beer each day, tear everything down, with no help from Glenpool Volunteers. The \$1 per beer will be revenue that the Glenpool Chamber of Commerce will have to do nothing to earn, outside of agreeing to partner with Treys.

New Partner – Treys Bar & Grill agrees to become an Investment Partner of the Glenpool Chamber of Commerce, if chosen to operate Beer Garden for Black Gold Days. As a member, we will be active and do our part to help grow and enrich the Chamber and the community of Glenpool.

Distributor Relationship – We partner with LDF on many different levels and we would use their extensive resources to provide our own beer troughs, tents, and signage. I would need the logo for the Black Gold Days in order to manufacture some signs in time for the event. We can do signs hanging on the fences of the tennis courts, as well as other places in the area. We also will have access to tents and will use those as necessary. Given our day-to-day operations as a sports bar, we consistently are working with LDF for signage, and would be given priority over other concepts based on our usage. We can have a beer trailer on site if necessary, and would be as creative as necessary with our distributor resources.

Please contact Travis Davidson with any questions. E-mail is preferred contact method.

(918)-629-9791

TreysTravis@yahoo.com



TEDFORD & ASSOCIATES, LLC.
P.O. Box 1050
Jenks, OK 74037

carrieh@tedfordinsurance.com
Phone: (918) 299-2345 Fax: (918) 299-5441

Enclosed you will find **an admitted** General Liability/Liquor Liability Special Event quote for Glenpool Chamber of Commerce. The quote number is MSE017Y2745.

- Section I-** Details the premiums, taxes and fees associated with this account. In addition, it provides the Underwriting Notes and covers any of the additional underwriting information that might be needed prior to binding or within 21 days of the inception date.
- Section II-** Covers the events, locations, dates and corresponding classifications with exposures.
- Section III-** Lists the required coverage forms, notices, endorsements and exclusions.
- Section IV-** Offers optional coverages that are available to the applicant but are not currently included in the quote.

In addition we have included some materials that will assist in the evaluation of this offer of coverage.

- A pre-filled application that includes the information you have already provided and notates missing information with a black arrow in the margin

For your convenience, an area on page 1 of the quote has been provided to record your requested effective date and which optional coverages you might want to include when you are ready to buy coverage.

We invite you to contact us to discuss the benefits of any coverages, the costs associated or simply to provide feedback! We welcome the opportunity to talk with you about this quote.

Thank you for the opportunity to quote this account!

Sincerely,
Carrie Henderson
TEDFORD & ASSOCIATES, LLC.



TEDFORD & ASSOCIATES, LLC.

P.O. Box 1050

Jenks, OK 74037

carrieh@tedfordinsurance.com

Phone: (918) 299-2345 Fax: (918) 299-5441

MSE017Y2745

Quote is valid until 7/14/2017

To: Glenpool Chamber of Commerce

From: Carrie Henderson

carrieh@tedfordinsurance.com

Please bind effective: _____

Confirm optional coverages:

☐ Do not include any optional coverages.

☐ Include the following optional coverages from Section V

(Taxes & Fees may apply to optional premium if purchased)

☐ Option 1 - Set-up and/or Take-down Coverage

☐ Option 2 - (add: \$50) - Rain Date Coverage

☐ Option 3 - (add: \$100) - Banner Coverage

☐ Option 4 - (add: *\$100.00) - Terrorism Coverage

*See Terrorism Section for Exact Pricing and Terms

Signature: _____

I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

GENERAL LIABILITY/LIQUOR LIABILITY SPECIAL EVENT POLICY INFORMATION

Carrier: United States Liability Insurance Company

Status: Admitted

A.M. Best Rating: A++ (Superior) - X

GENERAL LIABILITY OCCURRENCE/AGGREGATE	GENERAL LIABILITY PREMIUM	LIQUOR LIABILITY COMMON CAUSE/AGGREGATE	LIQUOR LIABILITY PREMIUM
<input type="checkbox"/> \$100,000/\$200,000	\$560	<input type="checkbox"/> \$100,000/\$200,000	\$490
<input type="checkbox"/> \$300,000/\$300,000	\$717	<input type="checkbox"/> \$300,000/\$300,000	\$627
<input type="checkbox"/> \$300,000/\$600,000	\$740	<input type="checkbox"/> \$300,000/\$600,000	\$647
<input type="checkbox"/> \$500,000/\$500,000	\$840	<input type="checkbox"/> \$500,000/\$500,000	\$735
<input type="checkbox"/> \$500,000/\$1,000,000	\$860	<input type="checkbox"/> \$500,000/\$1,000,000	\$752
<input type="checkbox"/> \$1,000,000/\$1,000,000	\$980	<input type="checkbox"/> \$1,000,000/\$1,000,000	\$858
<input type="checkbox"/> \$1,000,000/\$2,000,000	\$1,000	<input type="checkbox"/> \$1,000,000/\$2,000,000	\$875
<input type="checkbox"/> \$1,000,000/\$3,000,000	\$1,011	<input type="checkbox"/> \$1,000,000/\$3,000,000	\$884

ADDITIONAL QUOTE INFORMATION

Policy Minimum Premium: \$195

Personal & Advertising Injury: Same as the Occurrence Limit

Products Aggregate: See L-535

Damages to Premises Rented: \$100,000

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

MSE017Y2745

Medical Payments: \$1,000

Refer to Covered Events section for event dates covered

Policy Period is 6/15/2017 to 6/20/2017

Pricing is contingent upon both GL & Liquor coverage being chosen

Underwriting Notes:

- Binding order must be received prior to the start of the event or no coverage will be provided.

Prior to Bind Requirements: this account is subject to the following:

Coverage cannot be bound without the following information. We may modify the terms and/or premiums quoted or rescind this quote if the information provided below or on the completed application materially affects the rating or eligibility of the risk.

- If you have not already provided the mailing address, location address and additional insured information, we will need this information in order to bind coverage.

II. COVERED EVENTS

Event #1 - 95 West 145Th St, Glenpool, OK 74033

Entity Type: (applicant is the host of the event)

Event Coverages: General Liability, Liquor Liability

Event	Exposure	Start Date	End Date
Festival - Beer Tasting/Festival (applicant is the host of the event) (Liability)	300 Attendees	6/15/2017	6/18/2017
Festival - Beer Tasting/Festival (applicant is the host of the event) (Liquor)	200 Consumers	6/15/2017	6/18/2017

Event Coverages	Exposure	Limit	Premium
Additional Insured - Managers or Lessors of Premises (Liability)	1 Per Additional Insured		Included
Additional Insured - Managers or Lessors of Premises (Liquor)	1 Per Additional Insured		Included

III. REQUIRED FORMS & ENDORSEMENTS

Common Endorsements

CG0109	(11/85) Kansas And Oklahoma Changes - Transfer Of Rights	LLQ100	(07/06) Amendatory Endorsement
IL0017	(11/98) Common Policy Conditions	LLQ101	(08/06) Expanded Definition Of Employee
IL0021	(09/08) Nuclear Energy Liability Exclusion Endorsement	LLQ102	(02/15) Event Vendor, Exhibitor And Contractor Exclusion
IL0179	(10/02) Oklahoma Notice	LLQ368	(08/10) Separation Of Insureds Clarification Endorsement
IL0236	(09/07) Oklahoma Changes - Cancellation and Nonrenewal	ME Jacket	(09/10) The Main Event Special Event Commercial Liability Policy Jacket
L-224	(10/10) Punitive Or Exemplary Damages Exclusion	NTP OK	(06/12) Oklahoma Fraud Notice
L-610	(11/04) Expanded Definition Of Bodily Injury	SPE-312	(03/15) Who Is An Insured
L-656	(02/06) Extension Of Coverage - Committee Members		

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully, it may not match the coverages requested****

MSE017Y2745

General Liability Endorsements

CG0001	(12/07) Commercial General Liability Coverage Form	L-461	(12/11) Assault Or Battery Exclusion
CG0068	(05/09) Recording And Distribution Of Material Or Information In Violation Of Law Exclusion	L-472	(07/08) Exclusion - Injury To Performers Or Entertainers
CG2011	(04/13) Additional Insured - Managers or Lessors of Premises	L-535	(03/15) Exclusion - Products-Completed Operations Hazard Other Than Food Or Beverage Products
CG2107	(05/14) Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included	L-536	(09/09) Exclusion - Participation In Athletic Activity, Physical Activity Or Sports
CG2109	(06/15) Exclusion - Unmanned Aircraft	L-599	(10/07) Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead With A Hostile Fire Exception
CG2136	(03/05) Exclusion - New Entities	L-607	(02/11) Exclusion For Climbing, Rebounding And Interactive Games And Devices
CG2139	(10/93) Contractual Liability Limitation	L-608	(02/11) Exclusion For Firearms, Fireworks And Other Pyrotechnic Devices
CG2144	(07/98) Limitation Of Coverage To Designated Premises Or Project	L-609	(02/11) Animal Exclusion
CG2147	(12/07) Employment-Related Practices Exclusion	L-686	(10/12) Absolute Exclusion for Liquor and Other Related Liability
CG2173	(01/15) Exclusion Of Certified Acts Of Terrorism	Oklahoma Notice	(12/15) Oklahoma Notice Earthquakes Resulting From Oil And Gas Activities
L-387	(03/06) Exclusion - Mechanical Rides	SPE 300	(05/09) Special Events Property Damage Amendment
L-423	(02/11) Exclusion For Structure Collapse	TRIADN	(02/15) Policyholder Disclosure Notice of Terrorism Insurance Coverage

Liquor Liability Endorsements

CG0033	(12/07) Liquor Liability Coverage Form	LQ-202	(12/11) Assault Or Battery Exclusion
CG2406	(04/13) Liquor Liability - Bring Your Own Alcohol Establishments	LQ-352	(09/08) Event Vendor - Other Insurance
L-559	(11/10) Additional Insured - Manager or Lessors of Premises	LQ-354	(10/09) Limitation of Coverage to Insured Premises
L-657	(01/11) Absolute Pollution Exclusion - Liability		

IV. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

Coverage

Option 1 Set-up and/or Take-down Coverage

Important Information

- If this coverage is purchased, add L-563 Set-Up and/or Take-Down Coverage for Special Events
- Set-up and take-down coverage is available. If you wish to purchase, please submit the following with your bind request: dates requested, confirm no heavy machinery used during set-up and take-down (bulldozers, backhoes, excavators and any type of industrial machinery). Note: additional premium will apply.

Coverage

Option 2 Rain Date Coverage

Additional Premium

\$50

Important Information

- If this coverage is purchased, add L-562 Rain Date Coverage for Special Events

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully, it may not match the coverages requested****

Coverage		Additional Premium
Option 3	Banner Coverage	\$100

Important Information

- If this coverage is purchased, add L-788 Banner Coverage For Scheduled Special Events

Coverage		Additional Premium
Option 4	Terrorism Coverage	\$100.00

Important Information

- Terrorism coverage, per the Terrorism Risk Insurance Program Reauthorization Act of 2015, is available for an additional premium of \$100 or 5% of the total policy premium, whichever is greater. When making your decision to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount, and limits in this policy applicable to losses arising from events other than acts of terrorism. If not desired attach TRIADN Disclosure Notice of Terrorism Insurance Coverage or add form NTE Notice of Terrorism Exclusion.
- The Terrorism premium shown above has been calculated as a percentage of the quoted coverages. If any coverages are added or removed at binding, the additional premium shown above is subject to change.
- This coverage cannot be added mid-term.

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully, it may not match the coverages requested****

TEDFORD & ASSOCIATES, LLC.
P.O. Box 1050, Jenks, OK 74037
Phone: (918)299-2345

Special Events Application

MSE017Y2745

You or your agent provided the information used to complete the questions below. Please answer all remaining questions in the space provided. By signing this application you are warranting that all information on this application is true and correct.

I. General Information

Applicant's Name: Glenpool Chamber of Commerce

Form Of Business: ☐ Individual ☐ Corporation ☐ Partnership ☐ LLC ☒ Other: Non Profit Corporation

Mailing Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Web Address: _____

E-mail Address: _____

Coverage Desired: ☒ General Liability

☒ Liquor Liability

Please advise all entities requesting to be added as Additional Insured on this policy:

☐ Not Applicable

Complete Name	Address	Interest

Brief Narrative of Event(s)

Black Gold Days Festival Beer Garden

For this event, is the applicant acting in the capacity of a hired caterer or bartender?

☐ Yes ☒ No

In the past 5 years, has the event incurred a General Liability loss over \$5,000?

☐ Yes ☒ No

In the past 5 years, has this event incurred a Liquor Liability loss over \$25,000?

☐ Yes ☒ No

Is the applicant an individual or business that regularly sells, serves or furnishes alcohol?

☐ Yes ☒ No

II. Location Address of the Event(s) and Corresponding Classification(s)

Location #1

Address

City

State

Zip

95 West 145Th St

Glenpool

OK

74033

Years At Current Location: _____

Event	Start Date	End Date	# of Attendees:	# of Consumers:
Festival - Beer Tasting/Festival (applicant is the host of the event)	6/15/2017	6/18/2017	300	200

Will the event end by 2 AM?

☒ Yes ☐ No

Is the applicant the sole vendor/server of alcohol at the event?

☐ Yes ☒ No

Do all participating vendors carry Liquor Liability limits equal to or greater than our applicant?

☐ Yes ☐ No

Will the event feature fireworks?

☐ Yes ☒ No

Will the event feature firearms?

☐ Yes ☒ No

If independent security will be used at the event, will the applicant require the independent security provider to carry their own General Liability insurance?

☒ Yes ☐ No

Will high profile individuals or performers attend or perform at your event?

☐ Yes ☒ No

Will the event allow overnight accommodations on the event's premises?

☐ Yes ☒ No

Will attendees be allowed on mechanical rides or devices at the event?

☐ Yes ☒ No

Will the event have water hazards (e.g., swimming, boating or fishing)?

☐ Yes ☒ No

III. Limit of Insurance

Please select a limit:

General Liability Occurrence/Aggregate

☐ \$500,000/\$500,000

☐ \$1,000,000/\$1,000,000

☐ \$1,000,000/\$2,000,000

☐ \$1,000,000/\$3,000,000

Liquor Liability Common Cause/Aggregate

☐ \$500,000/\$500,000

☐ \$1,000,000/\$1,000,000

☐ \$1,000,000/\$2,000,000

☐ \$1,000,000/\$3,000,000

Additional Quote Information

Personal & Advertising Injury Will match the Occurrence Limit

Products Aggregate See L-535

Damages to Premises Rented \$100,000.00

Medical Payments \$1,000.00

General Liability Limits must be equal to or greater than Liquor Liability Limits.

Classification

Festival - Beer Tasting/Festival (applicant is the host of the event) - Liquor Liability

If event has more than 5,000 consumers per day, alcohol will be served by a professional bartender or servers that have taken a formal alcohol awareness course ☒ True ☐ False

If event has more than 500 consumers per day, BYOB (bring your own bottle) or self-service will not be permitted ☒ True ☐ False

Classification

Additional Insured - Managers or Lessors of Premises - Liquor Liability

Oklahoma Fraud Statement: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may subject such person to criminal and/or civil penalties and other sanctions.

Applicant's Warranty Statement: I warrant that the information provided in this Application, and any amendments or modifications to this Application are true and correct. I acknowledge that the information provided in this Application is material to acceptance of the risk and the issuance of the requested policy by Company. I agree that any claim, incident, occurrence, event or material change in the Applicant's operation taking place between the date this application was signed and the effective date of the insurance policy applied for which would render inaccurate, untrue or incomplete, any information provided in this Application, will immediately be reported in writing to the Company and the Company may withdraw or modify any outstanding quotations and/or void any authorization or agreement to bind the insurance. Company may, but is not required, to make investigation of the information provided in this Application. A decision by the Company not to make or to limit such investigation does not constitute a waiver or estoppel of Company's rights.

I acknowledge that this Application is deemed incorporated by reference in any policy issued by Company in reliance thereon whether or not the Application is attached to the policy.

I acknowledge and agree that a breach of this WARRANTY STATEMENT is grounds for Company to declare void any policy or policies issued in reliance thereon and/or deny any claim(s) for coverage thereunder.

Applicants Signature*:

Sydney L. Blawie
(Must be Owner, Officer or Partner)

Title:

EXECUTIVE Director
(Required)

Date:

31 May 2017
(Required)

Brokers Signature:

Date:

If your state requires that we have the name and address of your (insured's) authorized Agent or Broker.

Name of Authorized Agent or Broker:

Address:

**SUBMITTING THIS APPLICATION DOES NOT BIND THE APPLICANT TO PURCHASE INSURANCE.
ACCEPTANCE OF THIS APPLICATION DOES NOT BIND THE COMPANY TO ISSUE INSURANCE.**

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act ("the Act"), as amended, you have a right to purchase insurance coverage for losses arising out of acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability, for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

You should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.

REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE

Please "X" one of the boxes below and return this notice to the Company.

<input type="checkbox"/>	I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.
<input type="checkbox"/>	I elect to purchase coverage for certified acts of Terrorism for a premium of \$_____.

Note: if you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy.

Applicant Name (Print)

Named Insured

Authorized Signature

Date

Commercial Liability Quote Proposal

To: Tedford (Jenks)**Attn: Carrie Henderson****From: Richard W. Rogers, CPCU****License #:****Underwritten By:** Scottsdale Insurance Company**A.M. Best rated A+ (Superior), FSC XV**

Quote Summary

Minimum Earned: 100%**Minimum & Deposit: 100%**

These terms are valid for 60 days from the date on this letter. Our quotation may differ from the terms requested in the submission. Please review the quotation carefully.

If the policy is cancelled at the insured's request, including non-payment of premium, there will be a minimum earned premium retained by us. At the close of each audit period, we will compute the earned premium for that period. If the earned premium is greater than the advance premium paid, an audit premium will be due. If a policy or inspection fee is applicable to this policy, the fees are fully earned. No flat cancellations.

Applicant:	Glenpool Chamber of Commerce
Address:	12205 S. Yukon Glenpool OK 74033
Policy Type:	Commercial Liability Quote
Policy Period:	06/15/2017 To: 06/18/2017 (12:01 AM Standard Time on both dates at the address of the Named Insured)
Quote #:	3 days coverage

Premium Summary

Liability:	\$1,350
Other:	\$
Sub Total Premium:	\$1,350
FEE:	\$150.00
TAX:	\$90.00
Grand Total:	\$1,590.00

Terrorism: Terrorism coverage can be purchased for an additional premium of \$68 plus applicable taxes and fees. Signed acceptance/rejection required at binding.

Subject to following terms and conditions:

- Completed, signed and dated supplemental application.
- Signed TRIA form at time of binding rejecting or accepting coverage
- Policy cannot be cancelled flat

100% FULLY EARNED PREMIUM. CERTS FROM ALL EXHIBITORS AND OPERATORS WITH EQUAL LIMITS AND NAME GLENPOOL CHAMBER OF COMMERCE AS ADD'L INSURED. LIQUOR LIAB CERT FROM TREY'S BAR & GRILL. AMUSEMENT RIDE EXCLUSION (ATTACHED) MUST BE SIGNED WITH BINDER REQUEST.

Commercial Liability Coverage

	Limits
General Aggregate	\$2,000,000
Products/Completed Operation Aggregate	\$2,000,000 - unless excluded by CG 21 04
Personal and Advertising Injury	\$1,000,000 - unless excluded by CG 21 38
Each Occurrence	\$1,000,000
Damage to Premises Rented to You	\$100,000 - unless excluded by CG 21 45
Medical Payments	\$5,000 - unless excluded by CG 21 35
Deductible Applicable to: BI / PD / PI / AI	None

Liability Rating Classifications and Premium

Program	Code	Description	Premium Basis	Exposure	Rate	Premium
CT	10378	Festivals*	Per Person/Each	4,500	0.30	\$1,350

* Products/Completed Operations are subject to the General Aggregate limit

Additional Insureds:**Additional Coverage**

Coverage	Limits	Notes	Premium
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Forms and Endorsements**Common Policy**

IL 00 17 11-98 COMMON POLICY CONDITIONS

IL 00 21 9-08 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

IL 02 36 9-07 OKLAHOMA CHANGES – CANCELLATION AND NONRENEWAL

NOTS0570OK 12-15 NOTICE TO THE INSURED-OKLAHOMA EARTHQUAKES RESULTING FROM OIL AND GAS ACTIVITIES GENERAL LIABILITY

NOTX0178CW 3-16 CLAIM REPORTING

NOTX0423CW 2-15 POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

OPS-D-1 8-10 COMMON POLICY DECLARATIONS

UTS-119g 6-14 MINIMUM EARNED CANCELLATION PREMIUM

UTS-365s 2-09 AMENDMENT OF NONPAYMENT CANCELLATION CONDITION

UTS-74g 8-95 PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

UTS-9g 5-96 SERVICE OF SUIT CLAUSE

UTS-COVPG 1-16 COVER PAGE

UTS-SP-2 12-95 SCHEDULE OF FORMS AND ENDORSEMENTS

UTS-SP-3 8-96 SCHEDULE OF LOCATIONS

Commercial Liability

CG 00 01 4-13 COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CG 21 06 5-14 EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION

CG 21 16 4-13 EXCLUSION - DESIGNATED PROFESSIONAL SERVICES

CG 21 44 4-17 LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT

CG 21 47 12-07 EMPLOYMENT-RELATED PRACTICES EXCLUSION

CG 21 67 12-04 FUNGI OR BACTERIA EXCLUSION

CG 21 73 1-15 EXCLUSION OF CERTIFIED ACTS OF TERRORISM

CG 24 26 4-13 AMENDMENT OF INSURED CONTRACT DEFINITION

CLS-SD-1L 8-01 COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS

CLS-SP-1L 10-93 COMMERCIAL GENERAL LIABILITY COVERAGE PART EXTENSION OF SUPPLEMENTAL DECLARATIONS

GLS-106s 12-13 TOTAL LIQUOR LIABILITY EXCLUSION

GLS-152s 8-16 AMENDMENT TO OTHER INSURANCE CONDITIONS

GLS-30s 1-15 CONTRACTORS SPECIAL CONDITIONS

GLS-341s 8-12 HYDRAULIC FRACTURING EXCLUSION

GLS-457s 10-14 AIRCRAFT EXCLUSION

Date: 05/19/2017

Quote #:

Page 4 of 6

GLS-47s 10-07 MINIMUM AND ADVANCE PREMIUM ENDORSEMENT

GLS-5s 4-08 SPECIAL EVENT PARTICIPANT EXCLUSION

UTS-266g 5-98 ASBESTOS EXCLUSION

UTS-267g 5-98 LEAD CONTAMINATION EXCLUSION

UTS-428g 11-12 PREMIUM AUDIT ENDORSEMENT

ADDITIONAL FORMS

Commercial Liability

GLS-271s 8-04 AMUSEMENT RIDE EXCLUSION



SCOTTSDALE INSURANCE COMPANY®

Scottsdale Indemnity Company

SCOTTSDALE
SURPLUS LINES INSURANCE COMPANY**POLICYHOLDER DISCLOSURE****NOTICE OF TERRORISM INSURANCE COVERAGE****TERRORISM RISK INSURANCE ACT**

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2015, effective January 1, 2015 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act. The term "certified acts of terrorism" means any act that is certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government agrees to reimburse eighty-five percent (85%) of covered terrorism losses in calendar year 2015 that exceed the statutorily established deductible paid by the insurance company providing the coverage. This percentage of United States Government reimbursement decreases by one percent (1%) every calendar year beginning in 2016 until it equals eighty percent (80%) in 2020. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2015 is scheduled to terminate at the end of December 31, 2020, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2020, any terrorism coverage as defined by the Act provided in the policy will also terminate.

**IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT
COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:**

The Note below applies for risks in these states: California, Connecticut, Georgia, Hawaii, Illinois, Iowa, Maine, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Virginia, Washington, West Virginia, Wisconsin.

NOTE: In these states, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.

If you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy.

<input type="checkbox"/>	I hereby elect to purchase certified terrorism coverage for a premium of \$68. I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2015 may terminate on December 31, 2020. Should that occur my coverage for terrorism as defined by the Act will also terminate.
<input type="checkbox"/>	I hereby reject the purchase of certified terrorism coverage.

Policyholder/Applicant's Signature

Named Insured/Firm

Print Name

Policy Number, if available

Date

SLP

OKLAHOMA TAX COMMISSION - TAXPAYER ASSISTANCE DIVISION
SPECIAL EVENTS
POST OFFICE BOX 269057
OKLAHOMA CITY, OK 73126-9057



SPECIAL EVENT PROMOTER/ORGANIZER BUSINESS APPLICATION

Application must be submitted 20 days before the beginning of the special event.

\$50.00

This fee must accompany
this application

1. Ownership:

<input type="checkbox"/> Individual/Sole Proprietor	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Oklahoma Corporation	<input checked="" type="checkbox"/> Other: <u>Chamber of Commerce</u>
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Foreign Corporation State _____	<u>501 (c) 3</u>

2. Applicant Information:

Legal Name <u>Glenpool Chamber of Commerce</u>		Federal Employer Identification Number <u>73-121488</u>	
Mailing Address <u>PO Box 767</u>		Social Security Number	
City <u>Glenpool</u>	State <u>OK</u>	County <u>Tulsa</u>	ZIP Code <u>74033-0767</u>
Daytime Phone Number <u>(918) 322-3505</u>	Evening Phone Number	Fax Number <u>(918) 209-4601</u>	Contact Person <u>Sydney Bland</u>

3. Business Identification:

Trade Name/DBA <u>Glenpool Chamber of Commerce</u>		E-Mail Address <u>sbland@glenpoolchamber.org</u>	
Physical Location <u>12205 S. Yukon Ave.</u>		Daytime Phone Number <u>(918) 322-3505</u>	
City <u>Glenpool</u>	State <u>OK</u>	County <u>Tulsa</u>	ZIP Code <u>74033-0767</u>

**4. Name(s) of Partner(s), Corporate Officer(s) and Member(s) Responsible for
Reporting and Remitting Taxes: (must provide social security numbers)**

Name of Partner/Corporate Officer/Member <u>Sydney Bland</u>	Title <u>Executive Director</u>	Social Security Number <u>440-48-4538</u>
Mailing Address <u>PO Box 767</u>		
City <u>Glenpool</u>	State <u>OK</u>	ZIP Code <u>74033-0767</u>
Name of Partner/Corporate Officer/Member	Title	Social Security Number
Mailing Address		
City	State	ZIP Code
Name of Partner/Corporate Officer/Member	Title	Social Security Number
Mailing Address		
City	State	ZIP Code



SPECIAL EVENT PROMOTER/ORGANIZER BUSINESS APPLICATION

5. Special Event Information

Event #1 - Name of the Event: Black Gold Days		Date event will start: 06/15/2017	Date event will end: 06/18/2017
Physical Location (Street Address) of the Event: 94 W. 145th St.		Is this event inside the city limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
City: Glenpool	County: Tulsa	State: OK	Zip: 74033
Estimated Number of Vendors (attach vendor list, if available)	Number of Vendors with Oklahoma Sales Tax Permits	Number of Vendors without Oklahoma Sales Tax Permits	
Contact Name: Sydney Bland		Contact Phone Number: (918) 322-3505	

Event #2 - Name of the Event:		Date event will start:	Date event will end:
Physical Location (Street Address) of the Event:		Is this event inside the city limits? <input type="checkbox"/> Yes <input type="checkbox"/> No	
City:	County:	State:	Zip:
Estimated Number of Vendors (attach vendor list, if available)	Number of Vendors with Oklahoma Sales Tax Permits	Number of Vendors without Oklahoma Sales Tax Permits	
Contact Name:		Contact Phone Number:	

Event #3 - Name of the Event:		Date event will start:	Date event will end:
Physical Location (Street Address) of the Event:		Is this event inside the city limits? <input type="checkbox"/> Yes <input type="checkbox"/> No	
City:	County:	State:	Zip:
Estimated Number of Vendors (attach vendor list, if available)	Number of Vendors with Oklahoma Sales Tax Permits	Number of Vendors without Oklahoma Sales Tax Permits	
Contact Name:		Contact Phone Number:	

Event #4 - Name of the Event:		Date event will start:	Date event will end:
Physical Location (Street Address) of the Event:		Is this event inside the city limits? <input type="checkbox"/> Yes <input type="checkbox"/> No	
City:	County:	State:	Zip:
Estimated Number of Vendors (attach vendor list, if available)	Number of Vendors with Oklahoma Sales Tax Permits	Number of Vendors without Oklahoma Sales Tax Permits	
Contact Name:		Contact Phone Number:	

6. A Sole Owner, General Partner, Corporate Officer, Member or Authorized Representative must sign this application.

I, the undersigned applicant or authorized representative, or if a corporation, a responsible corporate officer, for reporting and remitting taxes, declare under the penalties of perjury that I have examined this application and attachments and to the best of my knowledge the facts set forth are true and correct, and that the requirements hereunder will be carried out in accordance with the laws of the State of Oklahoma and the rules and regulations of the Oklahoma Tax Commission. I further acknowledge and agree that sales taxes are trust funds for the State of Oklahoma and that any use of these trust funds other than timely remittance to the State of Oklahoma is embezzlement and can result in criminal prosecution.

Signature:

Date:

25 May 2017

Print Name:

Sydney L. Bland

Title:

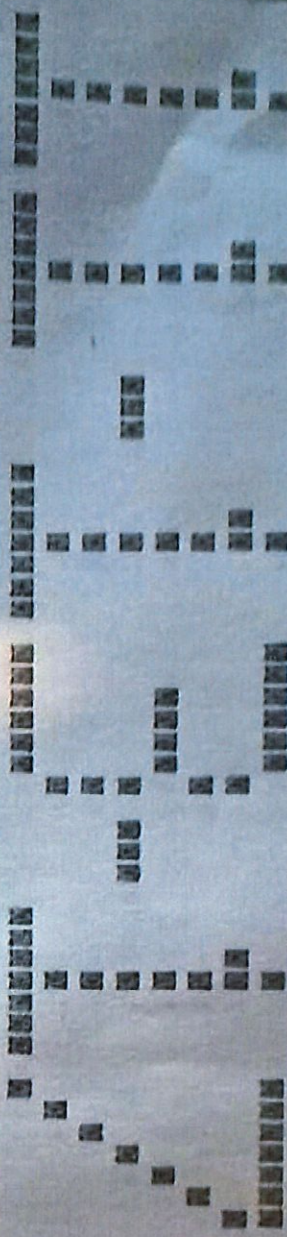
Executive Director

Mandatory inclusion of social security and/or federal employer's identification numbers is required on forms filed with the Oklahoma Tax Commission pursuant to Title 68 of the Oklahoma Statutes and regulations thereunder, for identification purposes, and are deemed part of the confidential files and records of the Oklahoma Tax Commission. The Oklahoma Tax Commission is not required to give actual notice of changes in any state tax law.

EXPIRES:

ALCOHOLIC BEVERAGE LAWS ENFORCEMENT COMMISSION

(THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE)



ISSUED TO: TREYS BAR & GRILL
PREMISE: 7891 EAST 108TH STREET SOUTH SUITE X-22
TULSA, OK 74133

MAILING: 9833 SOUTH 67TH EAST PLACE
TULSA, OK 74133

JNDAY THURSDAY LLC

LICENSE NO. CMB 6717265
EFFECTIVE 11/14/7016
LICENSE FEE \$1250.00

STATE
OF
OKLAHOMA



A. Keith Huff

DIRECTOR

S. A. & L. 192 (2007)
BEVERAGE PERMIT

Permit No. BV-2014-416

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

THIS IS TO CERTIFY THAT, SUNDAY THURSDAY, LLC

DBA: TREYS BAR & GRILL
OF TULSA, OKLAHOMA

having paid the statutory fees, and having satisfied the undersigned District Court Clerk for Tulsa County that all the requirements of 37 Okla. St. Ann. Sections 163.11 and 163.11a, inclusive of all amendments, have been met, is hereby granted a

COUNTY BEVERAGE PERMIT

to sell **LOW-POINT BEER** for consumption on and/or off the premises located at

7891 EAST 108TH STREET SOUTH #22, TULSA, OKLAHOMA 74133

for a period of three years beginning THE 11TH DAY OF SEPTEMBER, 2014 or until revoked as provided by law.
(Date of License)


SALLY HOWE SMITH
Court Clerk

Deputy

For Tulsa County, Oklahoma State Courts Network

NOT TRANSFERABLE

Post in a Conspicuous Place



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/05/17

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allied Specialty Insurance, Inc 10451 Gulf Blvd Treasure Island, FL 33706 8002373355	CONTACT NAME:		
	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:		
INSURED Great Plains Amusements Joe Lujan dba: P.O. Box 556 Rush Springs OK 73082	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: T.H.E. Insurance Company		12866
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CPP0100289-07	03/01/17	03/01/18	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED: GLENPOOL CHAMBER OF COMMERCE AND THE CITY OF GLENPOOL OKLAHOMA WITH RESPECTS TO NEGLIGENCE OF NAMED INSURED ONLY

DATES: JUNE 13 - 20, 2017

CERTIFICATE HOLDER**CANCELLATION**GLENPOOL CHAMBER OF COMMERCE
12205 S YUKON AVENUE
GLENPOOL OK 74033

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

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

RE: ACCEPTANCE OF OVERLAND DRAINAGE EASEMENT DEDICATION

DATE: JUNE 5, 2017

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a storm water Overland Drainage Easement covering a certain tract of land located adjacent to, but not contained within, the proposed subdivision plat of South 75 Business Park – Phase II as illustrated on the attached documents. This easement is being dedicated to the public to provide for the overland flow of storm water drainage that will discharge from a certain detention facility being constructed in association with the installation of the 166th Street improvements. The dedication of this Overland Drainage Easement will allow public/City access to the areas within the easement grant for maintenance purposes should that type of access become necessary in the future.

Staff Recommendation:

Staff has reviewed and approved the hydrology and engineering hydraulic calculations associated with the anticipated overland storm water flow volumes and velocities within the proposed easement area. Staff has also reviewed and approved the document format and content of the required easement grant and is therefore requesting Council approval and acceptance of this storm water Overland Drainage Easement dedication as submitted.

Attachments:

- A. Overland Drainage Easement Dedication and Supporting Documents

OVERLAND DRAINAGE EASEMENT

[illegible]

South 75 Business Park, LLC, the undersigned (Grantor), as the owner of the legal and equitable title of the following described real estate (Property) described as follows, to-wit:

Tract 1: as described in General Warranty Deed, as recorded at Document No. 2008090664 of the Tulsa County Clerk's Office, the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) of Section Twenty-six (26), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

Less and Except: As described in Special Warranty Deed, as recorded at Document No. 2017032476 of the Tulsa County Clerk's Office, A TRACT OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-SIX (26), TOWNSHIP SEVENTEEN (17) NORTH, RANGE 12 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED, AS RECORDED AT DOCUMENT NO. 2008090664, OF THE TULSA COUNTY CLERK'S OFFICE, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION 26; THENCE NORTH 88°46'43" EAST AND ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW/4) FOR A DISTANCE OF 43.30 FEET; THENCE SOUTH 1°06'05" EAST AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4) FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88°46'43" EAST AND PARALLEL WITH THE NORTH LINE OF SAID SW/4 FOR A DISTANCE OF 349.69 FEET, THENCE SOUTH 48°59'53" EAST FOR A DISTANCE OF 1253.63 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 SW/4) OF SAID SECTION 26; THENCE SOUTH 1°06'43" EAST AND ALONG SAID EAST LINE FOR A DISTANCE OF 438.82 FEET TO A POINT AT THE SOUTHEAST CORNER OF SAID NW/4 SW/4; THENCE SOUTH

88°46'22" WEST AND ALONG THE SOUTH LINE OF SAID NW/4 SW/4 FOR A DISTANCE OF 1244.89 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 75, AS DESCRIBED IN BOOK 2760 AT PAGE 340 OF THE TULSA COUNTY CLERK'S RECORDS; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE FOR THE FOLLOWING THREE COURSES, NORTH 1°06'05" WEST FOR A DISTANCE OF 58.74 FEET; THENCE SOUTH 88°53'55" WEST FOR A DISTANCE OF 35.00 FEET; THENCE NORTH 1°06'05" WEST AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER FOR A DISTANCE OF 1222.60 FEET TO THE POINT OF BEGINNING,

Tract 2: as described in General Warranty Deed, as recorded at Document No. 2009006712 of the Tulsa County Clerk's Office, a tract of land in the Northwest Quarter (NW/4) of Section Twenty-six (26), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows, to-wit:

COMMENCING at the Northwest Corner of said Section Twenty-six (26); Thence due South 1312.73 feet along the West boundary of said Section Twenty-six (26); Thence S89°56'13"E 44.52 feet to a point on the East boundary of U.S. Highway 75 Right of Way, said point being the Point of Beginning; Thence S89°56'13"E 660 feet; Thence S00°03'17"W 330 feet; Thence N89°56'13"W 660 feet to a point on the East Right of way boundary of U.S. Highway 75; Thence N00°03'17"E 330 feet along the East boundary of U.S. Highway 75 Right of Way to the POINT OF BEGINNING,

Tract 3: as described in General Warranty Deed, as recorded at Document No. 2008047783 of the Tulsa County Clerk's Office, a tract of land that is part of the Northwest Quarter (NW/4) of Section Twenty-six (26), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, said tract of land being described as follows:

COMMENCING at the Northwest Corner of said Northwest Quarter (NW/4); Thence N 89 degrees 57'58" E along the Northerly line of said Northwest Quarter (NW/4) for 45.75 feet to the Point of Beginning of said tract of land; Thence continuing N 89 degrees 57'58" E along said Northerly line for 1769.32 feet; Thence S 09 degrees 32'46" W for 2680.09 feet to a point on the Southerly line of said Northwest Quarter (NW/4); Thence S 89 degrees 57'06" W along said Southerly line for 1330.03 feet to a point, said point being N 89 degrees 57'06" E a distance of 43.25 feet from the Southwest corner of said Northwest Quarter

(NW/4); Thence N 00 degrees 06'44" E for 1000.20 feet; Thence S 89 degrees 52'46" E for 660.00 feet; Thence N 00 degrees 06'44" E and parallel with the Westerly line of said Northwest Quarter (NW/4) for 330.00 feet; Thence N 89 degrees 52'46" W for 660.00 feet; Thence N 00 degrees 06'44" E for 1312.85 feet to the POINT OF BEGINNING,

Less and Except: As described in General Warranty Deed, as recorded at Document No. 2010041845 of the Tulsa County Clerk's Office, Lot One (1), Block One (1), South 75 Business Park - Phase 1, a Subdivision in the City of Glenpool, Tulsa County, State of Oklahoma, according to the recorded Plat No. 6273,

for and in consideration of the special benefits to the Property, accruing thereto upon this dedication, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Glenpool, a Municipal Corporation (Grantee), or its successors, a non-exclusive overland drainage easement (Easement) through, over, and across the following described Property:

See Exhibits "A.1" and "A.2" attached hereto and made a part of this Easement grant by reference:

for the purpose of permitting the overland flow, conveyance, and discharge of stormwater runoff from Property;

The Grantor, for itself and its heirs, administrators, successors, and assigns, covenants and agrees, which covenant and agreement shall be binding on the Grantor, its heirs, administrators, successors, and assigns, and shall be enforceable by the City of Glenpool, Oklahoma that:

- 1) Drainage facilities located within Easement shall be constructed by Grantor, or its successors or assigns, in accordance with standards and specifications approved by the City of Glenpool, Oklahoma;
- 2) No fence, wall, building, or other obstruction shall be placed or maintained within Easement nor shall there be any alteration of grade in said Easement unless approved by the City of Glenpool, Oklahoma;
- 3) Drainage facilities within Easement shall be maintained by the owner of the lot, tract, Reserve Area, parcel, or land containing Easement to the extent necessary to achieve the intended drainage functions, including repair of appurtenances, removal of obstructions and siltation, and customary grounds maintenance, in accordance with the standards and specifications approved by the City of Glenpool, Oklahoma.
- 4) Easement shall be non-exclusive, and Grantor, its heirs, administrators, successors, and assigns may grant, convey, confer, or dedicate additional easements and rights-of-way upon, over, under, and across Easement including, without limitation, utility easements, for the benefit of others in its sole and absolute discretion;

- 5) Except as to the easement herein granted, this Easement does not convey title to or an interest in or to areas subject to Easement, and Grantor retains the right to use and occupy Easement for all purposes not inconsistent with this Easement;
- 6) In the event any owner of a lot, tract, Reserve Area, parcel, or land containing the Easement or any part thereof should fail to properly maintain the drainage facilities therein constructed or, in the event of the placement of an obstruction within, or the alteration of grade within the Easement, the City of Glenpool, Oklahoma, or its designated contractor may enter and perform maintenance necessary to achieve the intended drainage functions and may remove any obstruction or correct any alteration of grade, and the costs thereof shall be paid by said owner of the lot, tract, Reserve Area, parcel, or land containing the Easement. In the event such owner fails to pay the costs of maintenance after completion of the maintenance and receipt of a statement of costs, the City of Glenpool, Oklahoma, may file of record a copy of the statement of costs in the land records of the Tulsa County Clerk, and thereafter the costs shall be a lien against said owner. A lien established as above provided may be foreclosed by the City of Glenpool, Oklahoma;

TO HAVE AND TO HOLD such easement unto to the City of Glenpool (Grantee), its successors or assigns as aforesaid:

Signed and delivered this 9 day of May, 2017.



South 75 Business Park, LLC (Grantor)
By: Rex F. Robertson, Manager of LLC

STATE OF Texas)
) SS
COUNTY OF Dallas)

CORPORATE ACKNOWLEDGEMENT

Before me, the undersigned, a Notary Public in and for said County and State, this 9th day of May, 2017, personally appeared Rex F. Robertson, to me known to be the identical person who executed the foregoing instrument, as manager of South 75 Business Park, LLC, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

My Commission Expires: 9/24/17

[Signature]
Notary Public

ACCEPTED BY:

CITY of GLENPOOL
A Municipal Corporation

Dated this: _____, day of _____, 2017

By: _____
Mayor: Tim Fox

ATTEST:

Susan White
City Clerk

APPROVED AS TO FORM:

Lowell Peterson
City Attorney



Exhibit "A.1"
South 75 Business Park Phase II
Overland Drainage Easement Description

PAGE 1 OF 1

Description

A TRACT OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 SW/4) OF SECTION TWENTY-SIX (26), TOWNSHIP SEVENTEEN (17) NORTH, RANGE 12 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED, AS RECORDED AT DOCUMENT NO. 2008090664, OF THE TULSA COUNTY CLERK'S OFFICE, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 SW/4) OF SAID SECTION 26; THENCE SOUTH 1°06'43" EAST AND ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 SW/4) FOR A DISTANCE OF 742.94 FEET; THENCE SOUTH 88°46'43" WEST AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, FOR A DISTANCE OF 154.02 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 48°59'53" WEST FOR A DISTANCE OF 329.31 FEET; THENCE SOUTH 85°33'54" EAST FOR A DISTANCE OF 37.00 FEET; THENCE SOUTH 45°11'12" EAST FOR A DISTANCE OF 134.00 FEET; THENCE SOUTH 83°48'02" EAST FOR A DISTANCE OF 102.00 FEET; THENCE SOUTH 25°39'58" EAST FOR A DISTANCE OF 50.00 FEET; THENCE SOUTH 5°54'35" WEST FOR A DISTANCE OF 63.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 9,972 SQUARE FEET OR 0.229 ACRES.

Basis of Bearing

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83-1993); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

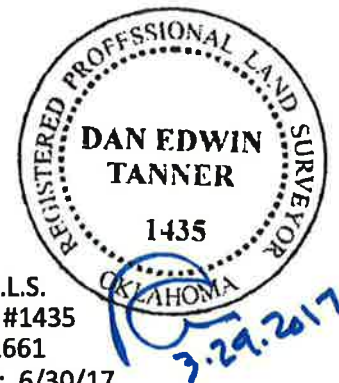
- (1) FOUND 3/8" IRON PIN AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 26;
- (2) FOUND 1-1/2" IRON PIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 26;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°06'05" EAST.

Certification

I, DAN E. TANNER, OF TANNER CONSULTING, LLC, CERTIFY THAT THE ATTACHED DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE REAL PROPERTY AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

DAN E. TANNER, P.L.S.
OKLAHOMA P.L.S. #1435
OKLAHOMA CA #2661
EXPIRATION DATE: 6/30/17



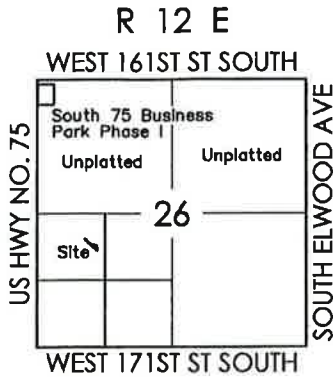
 **Tanner Consulting LLC**
5323 SOUTH LEWIS AVENUE, TULSA OKLAHOMA 74105-6539 | 918.745.9929

Exhibit "A.2"

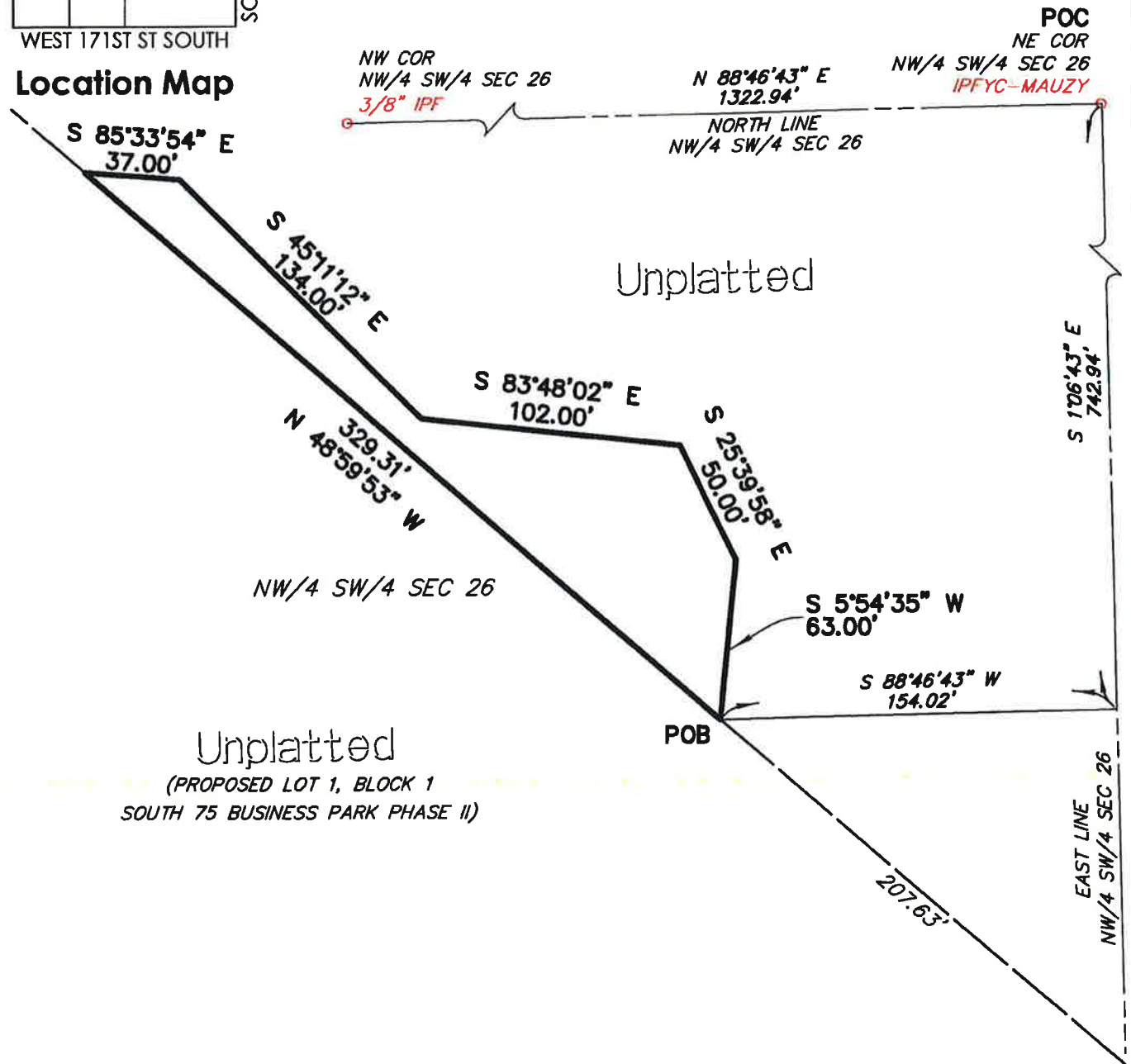
South 75 Business Park Phase II Overland Drainage Easement Exhibit



NORTH
NOT TO SCALE



Location Map



LEGEND

POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT

Traverse Closure

Crandall's Method

Project: **16079_Ex Overland Drainage**

Leg#	Bearing	Quadrant	Distance	Northing	Easting	New Length	Adjusted Northing	Adjusted Easting
<i>Starting Coordinates:</i>				5,000.0000	5,000.0000		5,000.0000 0000	5,000.0000 0000
1	48. 59 53	NW	329.31	5,216.0520	4,751.4777	329.305	5,216.0518 8100	4,751.4777 7623
2	85. 33 54	SE	37.00	5,213.1908	4,788.3669	37.000	5,213.1907 6096	4,788.3667 4394
3	45. 11 12	SE	134.00	5,118.7477	4,883.4274	134.000	5,118.7475 4910	4,883.4273 5157
4	83. 48 02	SE	102.00	5,107.7328	4,984.8309	101.999	5,107.7326 6744	4,984.8302 1791
5	25. 39 58	SE	50.00	5,062.6661	5,006.4872	50.000	5,062.6657 8010	5,006.4866 2559
End	5. 54 35	SW	63.00	5,000.0009	5,000.0007	63.001	5,000.0000 0000	5,000.0000 0000
				0.0000	0.0000			
				0.0000	0.0000			
				0.0000	0.0000			
6	<i>Ending Coordinates:</i>			5,000.0009	5,000.0007			

Total Traverse Length:		715.31				
Closure:	35. 39 60	NE	0.001	Closure Area:		9,972.177 SF
	1:	839,479.309	<i>Closure Precision</i>			0.229 Acres

The information shown on this sheet is confidential and intended for the use of Tanner Consulting personnel only. This sheet may not be edited, duplicated or filed of record in any form without the express written permission of Tanner Consulting



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

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

RE: ACCEPTANCE OF STORM SEWER EASEMENT DEDICATION

DATE: JUNE 5, 2017

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a Storm Sewer Easement covering a certain tract of land located adjacent to, but not contained within, the proposed subdivision plat of South 75 Business Park – Phase II as illustrated on the attached documents. This easement is being dedicated to the public to provide for the installation of certain public storm sewer improvements associated with the construction of 166th Street. The dedication of this Storm Sewer Easement will allow public/City access to the areas within the easement grant for future construction and/or maintenance purposes.

Staff Recommendation:

Staff has reviewed and approved the engineering design and associated construction documents covering the storm sewer related improvements to be installed within the easement area. Staff has also reviewed and approved the document format and content of the required easement grant and is therefore requesting Council approval and acceptance of this Storm Sewer Easement dedication as submitted.

Attachments:

- A. Storm Sewer Easement Dedication and Supporting Documents

STORM SEWER EASEMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

South 75 Business Park, LLC, the undersigned (Grantor), as the owner of the legal and equitable title of the following described real estate (Property) described as follows, to-wit:

Tract 1: as described in General Warranty Deed, as recorded at Document No. 2008090664 of the Tulsa County Clerk's Office, the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) of Section Twenty-six (26), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof,

Less and Except: As described in Special Warranty Deed, as recorded at Document No. 2017032476 of the Tulsa County Clerk's Office, A TRACT OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-SIX (26), TOWNSHIP SEVENTEEN (17) NORTH, RANGE 12 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED, AS RECORDED AT DOCUMENT NO. 2008090664, OF THE TULSA COUNTY CLERK'S OFFICE, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION 26; THENCE NORTH 88°46'43" EAST AND ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW/4) FOR A DISTANCE OF 43.30 FEET; THENCE SOUTH 1°06'05" EAST AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4) FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88°46'43" EAST AND PARALLEL WITH THE NORTH LINE OF SAID SW/4 FOR A DISTANCE OF 349.69 FEET; THENCE SOUTH 48°59'53" EAST FOR A DISTANCE OF 1253.63 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 SW/4) OF SAID SECTION 26; THENCE SOUTH 1°06'43" EAST AND ALONG SAID EAST LINE FOR A DISTANCE OF 438.82 FEET TO A POINT AT THE SOUTHEAST CORNER OF SAID NW/4 SW/4; THENCE SOUTH

88°46'22" WEST AND ALONG THE SOUTH LINE OF SAID NW/4 SW/4 FOR A DISTANCE OF 1244.89 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 75, AS DESCRIBED IN BOOK 2760 AT PAGE 340 OF THE TULSA COUNTY CLERK'S RECORDS; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE FOR THE FOLLOWING THREE COURSES, NORTH 1°06'05" WEST FOR A DISTANCE OF 58.74 FEET; THENCE SOUTH 88°53'55" WEST FOR A DISTANCE OF 35.00 FEET; THENCE NORTH 1°06'05" WEST AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER FOR A DISTANCE OF 1222.60 FEET TO THE POINT OF BEGINNING,

Tract 2: as described in General Warranty Deed, as recorded at Document No. 2009006712 of the Tulsa County Clerk's Office, a tract of land in the Northwest Quarter (NW/4) of Section Twenty-six (26), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows, to-wit:

COMMENCING at the Northwest Corner of said Section Twenty-six (26); Thence due South 1312.73 feet along the West boundary of said Section Twenty-six (26); Thence S89°56'13"E 44.52 feet to a point on the East boundary of U.S. Highway 75 Right of Way, said point being the Point of Beginning; Thence S89°56'13"E 660 feet; Thence S00°03'17"W 330 feet; Thence N89°56'13"W 660 feet to a point on the East Right of way boundary of U.S. Highway 75; Thence N00°03'17"E 330 feet along the East boundary of U.S. Highway 75 Right of Way to the POINT OF BEGINNING,

Tract 3: as described in General Warranty Deed, as recorded at Document No. 2008047783 of the Tulsa County Clerk's Office, a tract of land that is part of the Northwest Quarter (NW/4) of Section Twenty-six (26), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, said tract of land being described as follows:

COMMENCING at the Northwest Corner of said Northwest Quarter (NW/4); Thence N 89 degrees 57'58" E along the Northerly line of said Northwest Quarter (NW/4) for 45.75 feet to the Point of Beginning of said tract of land; Thence continuing N 89 degrees 57'58" E along said Northerly line for 1769.32 feet; Thence S 09 degrees 32'46" W for 2680.09 feet to a point on the Southerly line of said Northwest Quarter (NW/4); Thence S 89 degrees 57'06" W along said Southerly line for 1330.03 feet to a point, said point being N 89 degrees 57'06" E a distance of 43.25 feet from the Southwest corner of said Northwest Quarter

(NW/4); Thence N 00 degrees 06'44" E for 1000.20 feet; Thence S 89 degrees 52'46" E for 660.00 feet; Thence N 00 degrees 06'44" E and parallel with the Westerly line of said Northwest Quarter (NW/4) for 330.00 feet; Thence N 89 degrees 52'46" W for 660.00 feet; Thence N 00 degrees 06'44" E for 1312.85 feet to the POINT OF BEGINNING,

Less and Except: As described in General Warranty Deed, as recorded at Document No. 2010041845 of the Tulsa County Clerk's Office, Lot One (1), Block One (1), South 75 Business Park - Phase 1, a Subdivision in the City of Glenpool, Tulsa County, State of Oklahoma, according to the recorded Plat No. 6273,

for and in consideration of the special benefits to the Property, accruing thereto upon this dedication, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Glenpool, a Municipal Corporation (Grantee), or its successors, a perpetual and non-exclusive storm sewer easement (Easement) through, over, and across the following described Property:

See Exhibits "A.1" and "A.2" attached hereto and made a part of this Easement grant by reference:

for the purpose of permitting the overland and underground flow, conveyance, and discharge of stormwater runoff from Property, and for the purposes of constructing, maintaining, repairing, removing and replacing storm sewers, and any appurtenances thereto, with the rights of ingress and egress to and upon the Easement for the uses and purposes stated;

The Grantor, for itself and its heirs, administrators, successors, and assigns, covenants and agrees, which covenant and agreement shall be binding on the Grantor, its heirs, administrators, successors, and assigns, and shall be enforceable by the City of Glenpool, Oklahoma that:

- 1) Storm sewer and drainage facilities located within Easement shall be constructed by Grantor, or its successors or assigns, in accordance with standards and specifications approved by the City of Glenpool, Oklahoma;
- 2) The owner of the lot, tract, Reserve Area, parcel, or land containing Easement shall be responsible for the protection of the public storm sewers located within Easement;
- 3) Within the Easement, the alteration of grade from the contours existing upon the completion of the installation of public storm sewers, or any construction activity which, in the judgment of the Public Works Department of the City of Glenpool, Oklahoma, would interfere with public storm sewers, shall be prohibited, provided however, the planting of turf shall not require approval of the Public Works Department.
- 4) The City of Glenpool, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public storm sewers but the owner of the lot, tract, Reserve Area, parcel, or land containing Easement shall pay for damage or

relocation of such facilities caused or necessitated by acts of such owner, or such owner's agents or contractors.

- 5) The owner of the lot, tract, Reserve Area, parcel, or land containing Easement shall be responsible for the repair of damage to landscaping and paving occasioned by installation or necessary maintenance of underground storm sewer facilities within the Easement, provided the City of Glenpool, Oklahoma, or its agents, shall use reasonable care in the performance of such activities.
- 6) The City of Glenpool, Oklahoma, or its successors, shall at all times have right of access to and upon Easement for the purpose of installing, maintaining, removing or replacing any portion of underground storm sewer facilities.
- 7) Easement shall be non-exclusive, and Grantor, its heirs, administrators, successors, and assigns may grant, convey, confer, or dedicate additional easements and rights-of-way upon, over, under, and across Easement including, without limitation, utility easements, for the benefit of others in its sole and absolute discretion;
- 8) Except as to the easement herein granted, this Easement does not convey title to or an interest in or to areas subject to the Easement, and Grantor retains the right to use and occupy Easement for all purposes not inconsistent with this Easement;

TO HAVE AND TO HOLD such easement unto to the City of Glenpool (Grantee), its successors or assigns as aforesaid:

Signed and delivered this 9 day of May, 2017.



South 75 Business Park, LLC (Grantor)
By: Rex F. Robertson, Manager of LLC

STATE OF Texas)
) SS
COUNTY OF Dallas)

CORPORATE ACKNOWLEDGEMENT

Before me, the undersigned, a Notary Public in and for said County and State, this 9th day of May, 2017, personally appeared Rex F. Robertson, to me known to be the identical person who executed the foregoing instrument, as manager of South 75 Business Park, LLC, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

My Commission Expires: 9/24/17

Rex F. Robertson
Notary Public



ACCEPTED BY:

CITY of GLENPOOL
A Municipal Corporation

Dated this: _____, day of _____, 2017

By: _____
Mayor: Tim Fox

ATTEST:

Susan White
City Clerk

APPROVED AS TO FORM:

Lowell Peterson
City Attorney

Exhibit "A.1"

South 75 Business Park Phase II Storm Sewer Easement Description

PAGE 1 OF 1

Description

A TRACT OF LAND LOCATED WITHIN THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-SIX (26), TOWNSHIP SEVENTEEN (17) NORTH, RANGE 12 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED, AS RECORDED AT DOCUMENT NO. 2008047783, OF THE TULSA COUNTY CLERK'S OFFICE, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 26; THENCE NORTH 88°46'43" EAST AND ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW/4) FOR A DISTANCE OF 531.29 FEET; THENCE NORTH 1°13'17" WEST FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 1°13'17" WEST FOR A DISTANCE OF 22.00 FEET; THENCE NORTH 88°46'43" EAST AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, FOR A DISTANCE OF 20.00 FEET; THENCE SOUTH 1°13'17" EAST FOR A DISTANCE OF 22.00 FEET; THENCE SOUTH 88°46'43" WEST AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;;

SAID TRACT CONTAINS 440 SQUARE FEET OR 0.010 ACRES.

Basis of Bearing

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83-1993); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (1) FOUND 3/8" IRON PIN AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 26;
- (2) FOUND 1-1/2" IRON PIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 26;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°06'05" EAST.

Certification

I, DAN E. TANNER, OF TANNER CONSULTING, LLC, CERTIFY THAT THE ATTACHED DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE REAL PROPERTY AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

DAN E. TANNER, P.L.S.
OKLAHOMA P.L.S. #1435
OKLAHOMA CA #2661
EXPIRATION DATE: 6/30/17

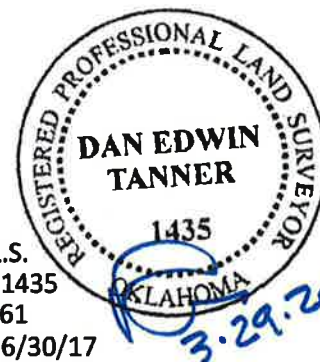
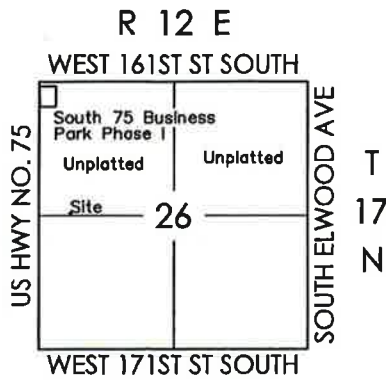


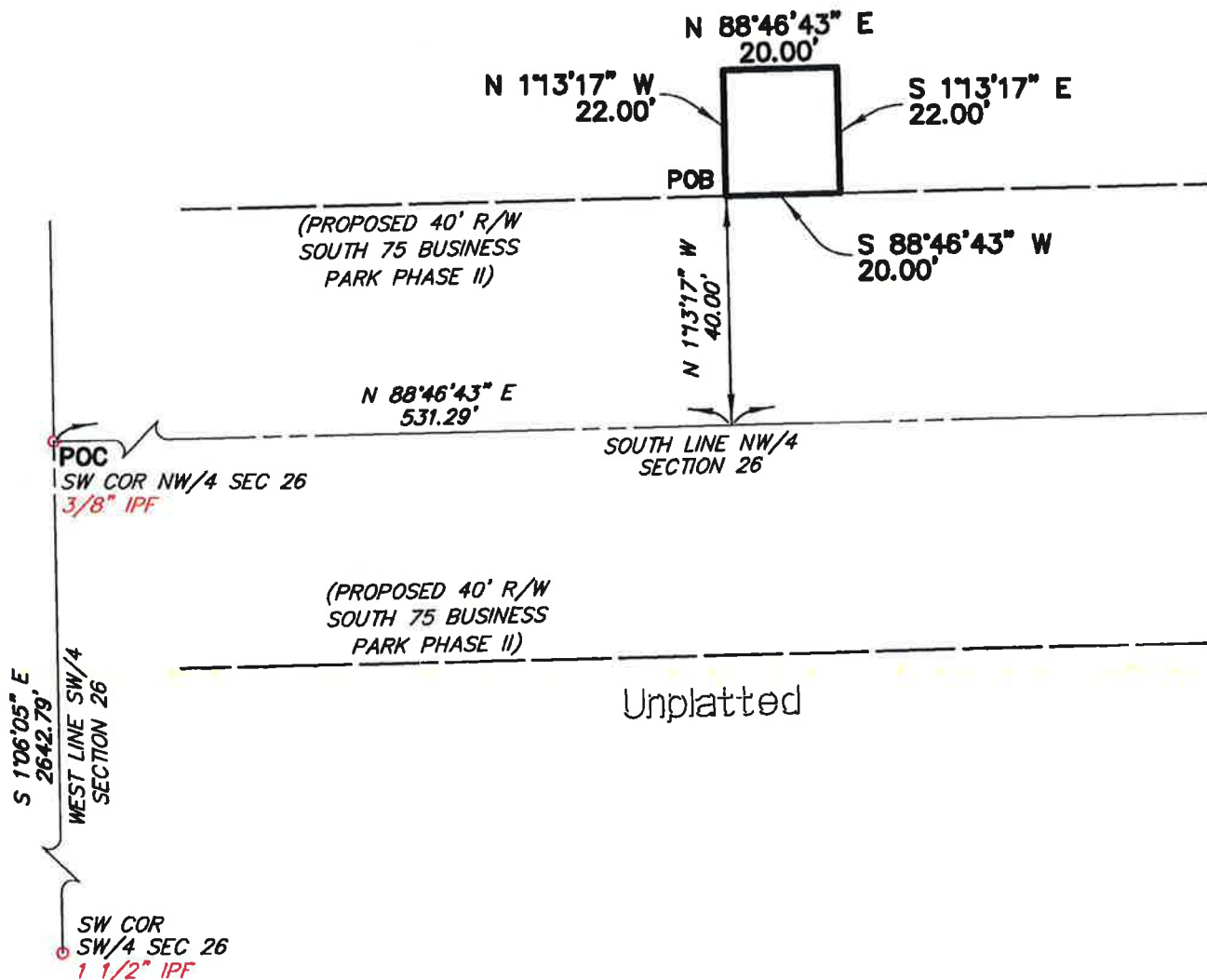
Exhibit "A.2"

South 75 Business Park Phase II Storm Sewer Easement Exhibit



Location Map

Unplatted



LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

Crandall's Method

[illegible]

Total Traverse Length:		84.00		
Closure:	0.0000	NE	0.000	
	Perfect		Closure Precision	
			Closure Area:	440.000 SF
				0.010 Acres

16079_Ex Storm Sewer Easement Description.xlsx - 3/22/2017 1:07 PM - Page 1



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

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

RE: ACCEPTANCE OF DETENTION EASEMENT DEDICATION

DATE: JUNE 5, 2017

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a storm water Detention Easement covering a certain tract of land located adjacent to, but not contained within the proposed subdivision plat of South 75 Business Park – Phase II as illustrated on the attached documents. This easement is being dedicated to the public to provide for the installation of improvements related to storm water detention requirements in conjunction with the installation of 166th Street improvements as well as a portion of the proposed future subdivision of property generally located north of 166th Street.

Staff Recommendation:

Staff has reviewed and approved the engineering design and associated construction plans covering the improvements within the proposed easement area. Staff has also reviewed and approved the document format and content of the required easement grant and is therefore requesting Council approval and acceptance of this storm water Detention Easement dedication as submitted.

Attachments:

- A. Detention Easement Dedication and Supporting Documents

[illegible]

Tract 1: as described in General Warranty Deed, as recorded at Document No. 2008090664 of the Tulsa County Clerk's Office, the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) of Section Twenty-six (26), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof,

Less and Except: As described in Special Warranty Deed, as recorded at Document No. 2017032476 of the Tulsa County Clerk's Office, A TRACT OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-SIX (26), TOWNSHIP SEVENTEEN (17) NORTH, RANGE 12 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED, AS RECORDED AT DOCUMENT NO. 2008090664, OF THE TULSA COUNTY CLERK'S OFFICE, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION 26; THENCE NORTH 88°46'43" EAST AND ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW/4) FOR A DISTANCE OF 43.30 FEET; THENCE SOUTH 1°06'05" EAST AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4) FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88°46'43" EAST AND PARALLEL WITH THE NORTH LINE OF SAID SW/4 FOR A DISTANCE OF 349.69 FEET, THENCE SOUTH 48°59'53" EAST FOR A DISTANCE OF 1253.63 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 SW/4) OF SAID SECTION 26; THENCE SOUTH 1°06'43" EAST AND ALONG SAID EAST LINE FOR A DISTANCE OF 438.82 FEET TO A POINT AT THE SOUTHEAST CORNER OF SAID NW/4 SW/4; THENCE SOUTH

88°46'22" WEST AND ALONG THE SOUTH LINE OF SAID NW/4 SW/4 FOR A DISTANCE OF 1244.89 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 75, AS DESCRIBED IN BOOK 2760 AT PAGE 340 OF THE TULSA COUNTY CLERK'S RECORDS; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE FOR THE FOLLOWING THREE COURSES, NORTH 1°06'05" WEST FOR A DISTANCE OF 58.74 FEET; THENCE SOUTH 88°53'55" WEST FOR A DISTANCE OF 35.00 FEET; THENCE NORTH 1°06'05" WEST AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER FOR A DISTANCE OF 1222.60 FEET TO THE POINT OF BEGINNING,

Tract 2: as described in General Warranty Deed, as recorded at Document No. 2009006712 of the Tulsa County Clerk's Office, a tract of land in the Northwest Quarter (NW/4) of Section Twenty-six (26), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows, to-wit:

COMMENCING at the Northwest Corner of said Section Twenty-six (26); Thence due South 1312.73 feet along the West boundary of said Section Twenty-six (26); Thence S89°56'13"E 44.52 feet to a point on the East boundary of U.S. Highway 75 Right of Way, said point being the Point of Beginning; Thence S89°56'13"E 660 feet; Thence S00°03'17"W 330 feet; Thence N89°56'13"W 660 feet to a point on the East Right of way boundary of U.S. Highway 75; Thence N00°03'17"E 330 feet along the East boundary of U.S. Highway 75 Right of Way to the POINT OF BEGINNING,

Tract 3: as described in General Warranty Deed, as recorded at Document No. 2008047783 of the Tulsa County Clerk's Office, a tract of land that is part of the Northwest Quarter (NW/4) of Section Twenty-six (26), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, said tract of land being described as follows:

COMMENCING at the Northwest Corner of said Northwest Quarter (NW/4); Thence N 89 degrees 57'58" E along the Northerly line of said Northwest Quarter (NW/4) for 45.75 feet to the Point of Beginning of said tract of land; Thence continuing N 89 degrees 57'58" E along said Northerly line for 1769.32 feet; Thence S 09 degrees 32'46" W for 2680.09 feet to a point on the Southerly line of said Northwest Quarter (NW/4); Thence S 89 degrees 57'06" W along said Southerly line for 1330.03 feet to a point, said point being N 89 degrees 57'06" E a distance of 43.25 feet from the Southwest corner of said Northwest Quarter

(NW/4); Thence N 00 degrees 06'44" E for 1000.20 feet; Thence S 89 degrees 52'46" E for 660.00 feet; Thence N 00 degrees 06'44" E and parallel with the Westerly line of said Northwest Quarter (NW/4) for 330.00 feet; Thence N 89 degrees 52'46" W for 660.00 feet; Thence N 00 degrees 06'44" E for 1312.85 feet to the POINT OF BEGINNING,

Less and Except: As described in General Warranty Deed, as recorded at Document No. 2010041845 of the Tula County Clerk's Office, Lot One (1), Block One (1), South 75 Business Park - Phase 1, a Subdivision in the City of Glenpool, Tulsa County, State of Oklahoma, according to the recorded Plat No. 6273,

for and in consideration of the special benefits to the Property, accruing thereto upon this dedication, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Glenpool, a Municipal Corporation (Grantee), or its successors, a perpetual and non-exclusive detention easement through, over, and across the following described Property:

See Exhibits "A.1" and "A.2" attached hereto and made a part of this Easement grant by reference:

for the purpose of permitting the flow, conveyance, retention, detention, and discharge of stormwater runoff from Property;

The Grantor, for itself and its heirs, administrators, successors, and assigns, covenants and agrees, which covenant and agreement shall be binding on the Grantor, its heirs, administrators, successors, and assigns, and shall be enforceable by the City of Glenpool, Oklahoma that:

- 1) Stormwater detention, retention, and other drainage facilities located within Detention Easement shall be constructed by Grantor, or its successors or assigns, in accordance with standards and specifications approved by the City of Glenpool, Oklahoma;
- 2) No fence, wall, building, or other obstruction shall be placed or maintained in Detention Easement nor shall there be any alteration of grade in said Easement unless approved by the City of Glenpool, Oklahoma;
- 3) Stormwater detention, retention and other drainage facilities shall be maintained by the owner of the lot, tract, Reserve Area, parcel, or land containing Easement to the extent necessary to achieve the intended drainage, retention and detention functions, including repair of appurtenances and removal of obstructions and siltation, and such owner shall provide customary grounds maintenance within the Easement in accordance with the following minimum standards:
 - a. Grass areas shall be mowed (in season) at regular intervals of four (4) weeks, or less;
 - b. Concrete appurtenances shall be maintained in good condition and replaced if damaged;
 - c. The Detention Easement shall be kept free of debris;

- d. Cleaning of siltation and vegetation from concrete channels shall be performed twice yearly;
- 4) Detention Easement shall be non-exclusive, and Grantor, its heirs, administrators, successors, and assigns may grant, convey, confer, or dedicate additional easements and rights-of-way upon, over, under, and across Detention Easement including, without limitation, utility easements, for the benefit of others in its sole and absolute discretion;
 - 5) Except as to the easement herein granted, this Detention Easement does not convey title to or an interest in or to areas subject to the Detention Easement, and Grantor retains the right to use and occupy Detention Easement for all purposes not inconsistent with this Detention Easement;
 - 6) Landscaping, approved by the City of Glenpool, Oklahoma, shall be allowed within the Detention Easement;
 - 7) In the event any owner of a lot, tract, Reserve Area, parcel, or land containing the Drainage Easement or any part thereof should fail to properly maintain the detention, retention and other drainage facilities therein constructed or, in the event of the placement of an obstruction within, or the alteration of grade within the Detention Easement, the City of Glenpool, Oklahoma, or its designated contractor may enter and perform maintenance necessary to achieve the intended drainage, detention, or retention functions and may remove any obstruction or correct any alteration of grade, and the costs thereof shall be paid by said owner of the lot, tract, Reserve Area, parcel, or land containing the Drainage Easement. In the event such owner fails to pay the costs of maintenance after completion of the maintenance and receipt of a statement of costs, the City of Glenpool, Oklahoma, may file of record a copy of the statement of costs in the land records of the Tulsa County Clerk, and thereafter the costs shall be a lien against said owner. A lien established as above provided may be foreclosed by the City of Glenpool, Oklahoma;

TO HAVE AND TO HOLD such easement unto to the City of Glenpool (Grantee), its successors or assigns as aforesaid:

Signed and delivered this 9 day of May, 2017.



South 75 Business Park, LLC (Grantor)
By: Rex F. Robertson, Manager of LLC

STATE OF Texas)
) SS
COUNTY OF Dallas)

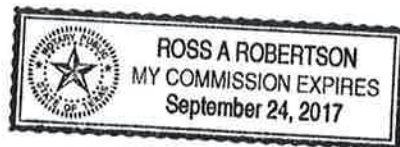
CORPORATE ACKNOWLEDGEMENT

Before me, the undersigned, a Notary Public in and for said County and State, this 9th day of May, 2017, personally appeared Rex F. Robertson, to me known to be the identical person who executed the foregoing instrument, as manager of South 75 Business Park, LLC, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

My Commission Expires: 9/24/17

[Signature]
Notary Public



ACCEPTED BY:

CITY of GLENPOOL
A Municipal Corporation

Dated this: _____, day of _____, 2017

By: _____
Mayor: Tim Fox

ATTEST:

Susan White
City Clerk

APPROVED AS TO FORM:

Lowell Peterson
City Attorney

Exhibit "A.1"
South 75 Business Park Phase II
Detention Easement Description

PAGE 1 OF 1

Description

A TRACT OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-SIX (26), TOWNSHIP SEVENTEEN (17) NORTH, RANGE 12 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED, AS RECORDED AT DOCUMENT NO. 2008090664, OF THE TULSA COUNTY CLERK'S OFFICE, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION 26; THENCE NORTH 88°46'43" EAST AND ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW/4) FOR A DISTANCE OF 452.91 FEET; THENCE SOUTH 1°13'17" EAST FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88°46'43" EAST AND PARALLEL WITH THE NORTH LINE OF SAID SW/4 FOR A DISTANCE OF 339.00 FEET; THENCE SOUTH 1°13'17" EAST FOR A DISTANCE OF 254.00 FEET; THENCE SOUTH 43°32'59" EAST FOR A DISTANCE OF 65.00 FEET; THENCE SOUTH 10°14'38" EAST FOR A DISTANCE OF 118.00 FEET; THENCE NORTH 48°59'53" WEST FOR A DISTANCE OF 541.87 FEET; THENCE NORTH 1°13'17" WEST FOR A DISTANCE OF 54.45 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 76,072 SQUARE FEET OR 1.746 ACRES.

Basis of Bearing

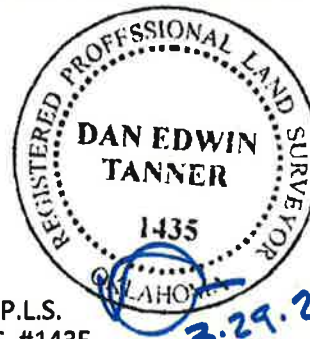
THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83-1993); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (1) FOUND 3/8" IRON PIN AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 26;
- (2) FOUND 1-1/2" IRON PIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 26;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°06'05" EAST.

Certification

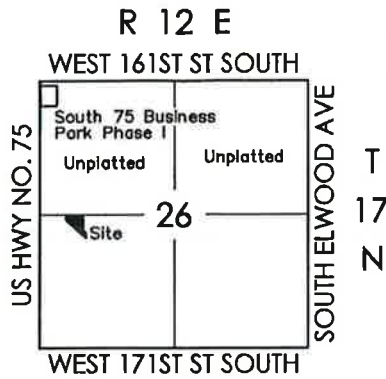
I, DAN E. TANNER, OF TANNER CONSULTING, LLC, CERTIFY THAT THE ATTACHED DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE REAL PROPERTY AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.



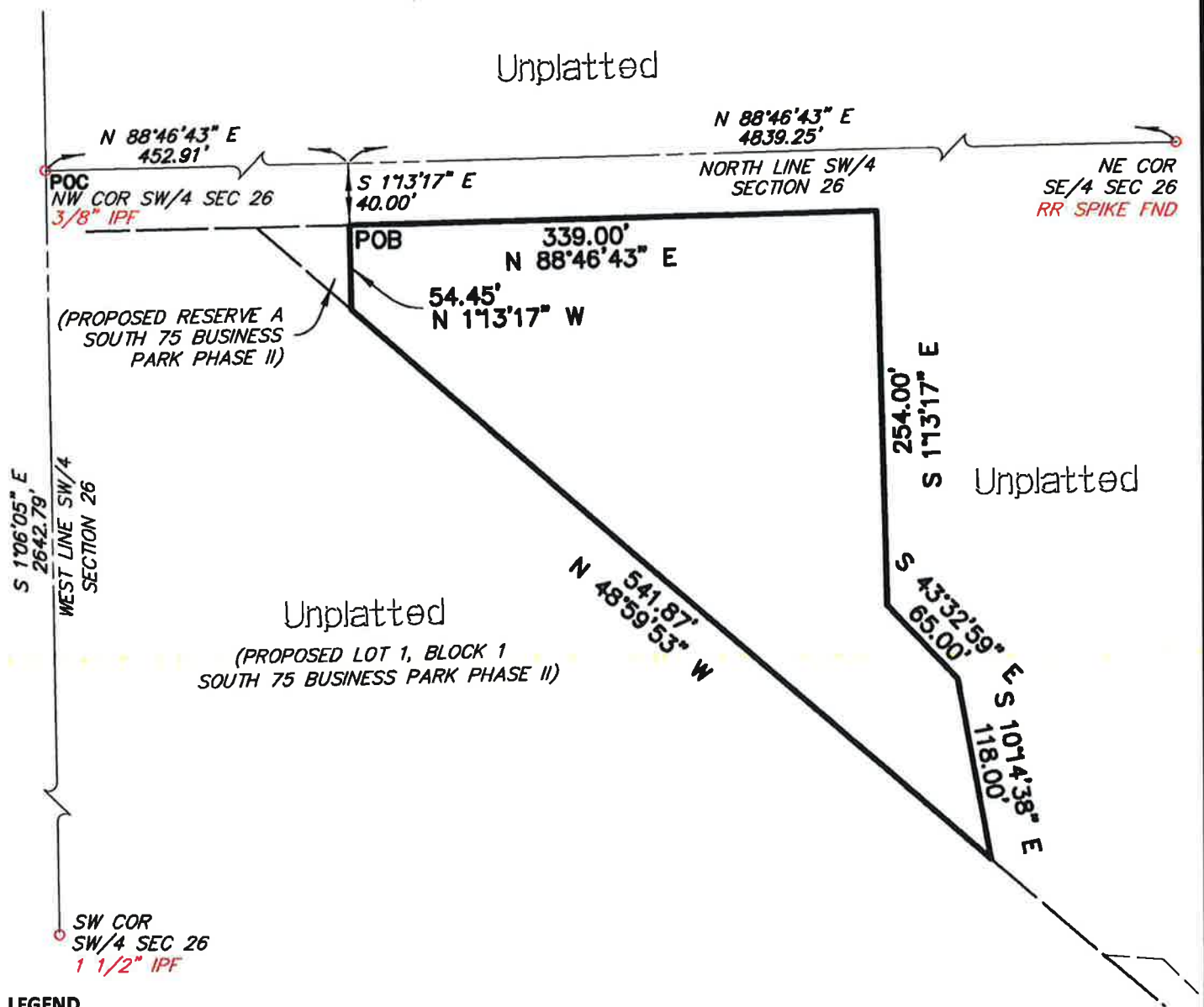
DAN E. TANNER, P.L.S.
OKLAHOMA P.L.S. #1435
OKLAHOMA CA #2661
EXPIRATION DATE: 6/30/17

Exhibit "A.2"

South 75 Business Park Phase II Detention Easement Exhibit



Location Map



LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

03/22/2017 RMC GILL 16079EX DETENTION EASEMENT

Tanner Consulting LLC
5323 SOUTH LEWIS AVENUE, TULSA OKLAHOMA 74105-6539 | 918.745.9929

Crandall's Method

Leg#	Bearing	Quadrant	Distance	Northing	Easting	New Length	Adjusted Northing	Adjusted Easting
		<i>Starting Coordinates:</i>		5,000.0000	5,000.0000		5,000. 0000 0000	5,000. 0000 0000
1	88. 46 43	NE	339.00	5,007.2259	5,338.9190	338.994	5,007. 2258 7899	5,338. 9171 6126
2	1. 13 17	SE	254.00	4,753.2836	5,344.3332	254.001	4,753. 2823 7582	5,344. 3313 6046
3	43. 32 59	SE	65.00	4,706.1731	5,389.1171	65.000	4,706. 1718 9196	5,389. 1153 0444
4	10. 14 38	SE	118.00	4,590.0541	5,410.1021	118.000	4,590. 0524 0059	5,410. 1003 3913
5	48. 59 53	NW	541.87	4,945.5641	5,001.1627	541.866	4,945. 5626 3130	5,001. 1606 3122
End	1. 13 17	NW	54.45	5,000.0017	5,000.0020	54.450	5,000. 0000 0000	5,000. 0000 0000
				0.0000	0.0000			
				0.0000	0.0000			
				0.0000	0.0000			
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				0.0000	0.0000			
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				0.0000	0.0000			
				0.0000	0.0000			
				0.0000	0.0000			
				0.0000	0.0000			
6		<i>Ending Coordinates:</i>		5,000.0017	5,000.0020			

The information shown on this sheet is confidential and intended for the use of Tanner Consulting personnel only. This sheet may not be edited, duplicated or filed of record in any form without the express written permission of Tanner Consulting.



STAFF REPORT

To: HONORABLE MAYOR AND CITY COUNCIL
From: Lowell Peterson, City Attorney
Date: June 5, 2017
Subject: Sublease of Former City Hall Property at 141st Street South and Hwy US75, by Current Tenant (Tulsa Community College) to Glenpool Public Schools, Independent District No. 13

Background:

Plans have been made for the sale by the City of Glenpool to the Glenpool Public Schools of the City-owned property at 141st Street South and Hwy US75. Terms of the purchase and sale contract are currently under review, with no substantial disputes. Title work has commenced with the issuance of an ALTA survey of the property and a title insurance commitment, indicating a long history of discrepancies in the legal description and miscellaneous encumbrances on the property. The parties are confident these will be remedied in the near future.

Meanwhile, GPS stands ready to occupy and put the building to good use. To facilitate that process, Tulsa Community College has agreed to sublease the premises to GPS under the terms of TCC's Amended Base Lease executed in April of 2016 with an effective date of May 1, 2016. (TCC's term will expire on April 30, 2019.)

The Base Lease, at Section 5.03, expressly anticipated a sublease of the premises by TCC to the Glenpool Public School District. Although Section 5.03 requires that the City consent to a sublease by TCC to any other party, it provides that, "Notwithstanding the foregoing, Lessee [TCC] shall have the right, and Lessor [City] *hereby consents*, to sublet some or all of the Premises to the Glenpool Public School District upon such terms as Lessee [TCC] shall determine in its sole discretion. Lessee [TCC] shall give notice to Lessor [City] of any such sublease."

Therefore, the sole purpose of this agenda item is to place the Council on notice of the proposed Sublease and to acknowledge its compliance with the terms of the Base Lease. Consent has been granted by the Base Lease and is not necessary at this time.

(There may be insubstantial amendments to the Sublease between the parties, but they agree to notify staff of any such edits.)

Staff Recommendation:

Staff recommends that the Council acknowledge the compliance of the Sublease of Former City Hall Property at 141st Street South and Hwy US75, by Current Tenant (Tulsa Community College) to Glenpool Public Schools, Independent District No. 13, with the underlying Base Lease by the City of Glenpool to TCC.

Attachments:

- Base Lease Between the City of Glenpool and Tulsa Community College
- Proposed Sublease by TCC to Glenpool Public Schools

SUBLEASE

THIS SUBLEASE (“**Sublease**”) between **TULSA COMMUNITY COLLEGE**, an agency of the State of Oklahoma established pursuant to the provisions of Section 4413 of Title 70, Oklahoma Statutes 2001, as part of the Oklahoma higher educational system (the “**Sub-Lessor**”), and the **GLENPOOL PUBLIC SCHOOL DISTRICT**, an agency of the State of Oklahoma (the “**Sub-Lessee**”), is effective on the date last executed by either party hereto (excluding Consent by the City of Glenpool).

Sub-Lessor leases from its landlord, **CITY OF GLENPOOL, OKLAHOMA**, a municipal corporation duly existing and operating under the laws of the State of Oklahoma (“**Landlord**”), and now, pursuant to Section 5.03 of the Lease Agreement between Landlord and Sub-Lessor (identified therein as Lessor and Lessee, respectively), dated May 1, 2016, (the “**Base Lease**”), attached hereto and incorporated herein as **Exhibit A**, desires to sublet to the Sub-Lessee the following described premises: The building, signage, and parking lot located more or less at the southeast corner of 141st South and US Highway 75 in the City of Glenpool, Tulsa County, State of Oklahoma, as more particularly described on **Exhibit B** to this Sublease (the “**Premises**”) to be used only for educational purposes for the term commencing June 15, 2017, (“**Commencement Date**”) and expiring the sooner of December 31, 2017, or on such date the Sub-Lessee purchases the Premises from Landlord (the “**Term**”).

The Sub-Lessee agrees to each of the following:

1. *Payment of rent.* The rent is \$3,000.00 per month.

Sub-Lessee will pay the rent set forth herein to the Sub-Lessor at:

Tulsa Community College, 6111 East Skelly Drive, Tulsa, OK 74135-6198
Attention: Mark McMullen, TCC Chief Financial Officer

2. *Maintenance and Repairs.* The Sub-Lessee shall assume the obligation for performance of all the Sub-Lessor’s obligations under the Base Lease, except the obligation to pay rent to Sub-Lessor’s Landlord. Sub-Lessee agrees, at its expense, to keep the Premises in good repair, provided that the Sub-Lessee shall not be required to make alterations to the exterior of the building or any other alterations of a structural nature unless otherwise expressly agreed with Sub-Lessor and/or Landlord. Ordinary wear and tear, repairs to the roof, exterior of the building, and structural repairs are excepted, unless such repairs are made necessary by the Sub-Lessee’s intentional or willful act or negligence. Sub-Lessee will provide routine maintenance activities, such as but not limited to air filter replacement, thermostat and temperature adjustments and other general preventative maintenance and ordinary repairs, and shall keep the sidewalks free from ice, snow, and all obstructions, all

of which will be the sole responsibility of Sub-Lessee. At the expiration of the Term, the Sub-Lessee shall remove its goods and effects and peaceably yield up the Premises to the Sub-Lessor in as good condition as when delivered to the Sub-Lessee, ordinary wear and tear, damage by fire, the elements, act of the public enemy, or casualty excepted. All notices to quit or vacate are expressly waived, any law, usage or custom to the contrary notwithstanding.

3. *Compliance with all applicable Laws.* Comply promptly with all applicable statutes, ordinances, and regulations (“**Laws**”) of any federal, state, county, municipal or other authority, and the regulations or policies of the fire insurance underwriters and any other insurers of the Premises.
4. *Viewing Premises.* At any time during the Term the Sub-Lessor, Landlord, or either’s agents, may enter the Premises to examine their condition or making repairs to any part of the Premises. However, the Sub-Lessor and Landlord do not assume any liability for the care or supervision of the Premises or appurtenances.
5. *Assignment.* The Sub-Lessee shall not make or permit to be made any alterations or additions to the Premises, assign, mortgage, or pledge this Sublease, or sublet the whole or any part of the Premises without the Landlord’s and Sub-Lessor’s written consent. Such consent shall not be unreasonably denied, provided that it shall apply solely to the subject transaction consented to and shall not constitute the Sub-Lessor’s waiver of the provisions of this Sublease.
6. *Insurance.* The Sub-Lessee shall not leave the Premises unoccupied during the Term, or by any act of commission or omission cause an increase in the rate of insurance or the cancellation of any insurance policy. If any increase in the rate of insurance is caused by the Sub-Lessee’s occupancy, the Sub-Lessee shall pay on demand the amount of the increase and, in default of such payment, the amount may be added to the next installment of rent as additional rent. The Sub-Lessee shall furnish the Sub-Lessor and Landlord with public liability and property insurance policies issued by companies and in amounts satisfactory to the Sub-Lessor and Landlord and in compliance with Sections 3.01 and 3.02 of the Base Lease.

7. *Signs.* The Sub-Lessee shall not install awnings, advertisements, or signs on any part of the Premises without the Sub-Lessor's and Landlord's written consent.
8. *Utilities.* The Sub-Lessee shall make its own arrangements for the supply of gas, electricity, water, fuel, and any other utility, and pay for all such services.
9. *Indemnification.* [intentionally left blank].
10. *Fire damage.* If the Premises are so damaged by fire, other casualty, or act of the public enemy as to be substantially destroyed, this Sublease shall terminate and any unearned rent paid in advance by the Sub-Lessee shall be apportioned and refunded to it. However, if the Premises are not substantially destroyed, the Sub-Lessor will endeavor to restore them, and a just proportion of the rent shall abate according to the extent to which the Premises have been rendered untenable until they have been restored. The Sub-Lessee shall give the Sub-Lessor immediate notice of any damage to the Premises.
11. *Default and other Conditions of Termination.* This Lease may be terminated, with or without any penalty or further liability, as follows:
 - (a) On 90 days' written notice by either party of default of any covenant or term hereof by the other party, which default is not cured within 90 days following receipt of such notice of default for the reason that such default cannot reasonably be cured within said 90 days, and where such cure is nevertheless timely commenced and diligently pursued, the non-defaulting party may continue the Sublease until such time as such cure is effected or may elect to terminate the Sublease and release the defaulting party from all further obligations under the Sublease (this does not, however, limit any rights available to the non-defaulting party or liability of the defaulting party in the event that such default is neither cured within 90 days following receipt of notice nor is the defaulting party making a good faith effort to effect such cure); or
 - (b) Upon 30 days' notice by Sub-Lessee that Sub-Lessee is unable through no fault of its own to obtain or maintain any license, permit, other governmental approval or budgetary allocation necessary to the continued operation of Sub-Lessee's educational purposes on the Premises; or
 - (c) Upon 180 days' notice by Sub-Lessee, if necessary in the good faith opinion of Sub-Lessee, due to reductions in state appropriations or local property tax revenue; or
 - (d) Upon 30 days' notice by Sub-Lessee if Sub-Lessee chooses in its discretion to relocate its operations to other premises, provided that such alternative premises shall be within the building and further provided that such relocation will result in complete termination of this Sublease and vacation of the Premises; or

- (e) Upon 30 days' notice by Sub-Lessor if Sub-Lessor does not obtain any consent or other approval from its governing body as shall be lawfully necessary for continuation of the Sublease upon good faith effort to do so; or
- (f) Sub-Lessee shall have the unilateral right to terminate this Sublease and vacate the Premises immediately if the Premises are or become legally or practicably uninhabitable for any reason not the fault of the Sub-Lessee.
- (g) Regardless of the date of termination of this Sublease for any reason other than uncured default of the Sub-Lessee or unavoidable emergency conditions, Sub-Lessee shall be permitted to occupy the Premises through the end of the then-current academic semester.

No later than 60 days after the termination of this Sublease, by expiration of the then-current Term or otherwise as provided in this Sublease, Sub-Lessee will remove its personal property and fixtures and restore the Premises to their condition as of the Commencement Date, reasonable wear and tear excepted.

12. *Immediate Termination.* The Sub-Lessor or Landlord may terminate this Sublease if any one or more of the following events occur: proceedings in bankruptcy, or under any other act for the relief of debtors, are instituted by or against the Sub-Lessee; the Sub-Lessee compounds its debts, or assigns over its estate or effects for payment thereof; any execution issues against the Sub-Lessee or any of its effects; a receiver or trustee is appointed for the Sub-Lessee's property; or this Sublease by operation of law devolves upon or passes to any person or persons other than the Sub-Lessee personally. In any such event, the Sub-Lessor or Landlord may immediately terminate this Sublease by notifying the Sub-Lessee as provided in Paragraph 15. Upon such termination, all present and future sums due from the Sub-Lessee shall immediately become due and payable.

13. *Condemnation.* If all or any part of the Premises are taken or condemned for a temporary or permanent public or quasi-public use, the Sub-Lessor may terminate this Sublease without further liability. In that case, it shall return to the Sub-Lessee all unearned rent paid in advance, if applicable.

14. *Demolition.* If any competent governmental authority decides, in accordance with any applicable Laws, that the building or any other part of the Premises should be demolished and removed, the Sub-Lessee shall immediately vacate the Premises, this Sublease shall terminate, and all unearned rent paid in advance by the Sub-Lessee shall be apportioned and refunded to it.

15. *Notices.* All notices or other documents under this Sublease shall be in writing and delivered personally to the party to be notified or sent by registered or certified mail addressed to such party at its last known address.
16. *Sublease.* This is a sublease. The Sub-Lessor's interest in the Premises is as Sub-Lessee under the Base Lease. This Sublease is expressly made subject to all the terms and conditions of the Base Lease. Any conflict between this Sublease and the Base Lease shall be resolved in favor of the Base Lease terms and conditions. The Sub-Lessee shall use the Premises in accordance with the terms of the Base Lease and not do or omit to do anything which will breach any of its terms. If the Base Lease is terminated, this Sublease shall terminate simultaneously and any unearned rent paid in advance shall be refunded to the Sub-Lessee, if such termination is not the result of a breach of this Sublease by the Sub-Lessee. The Sub-Lessee shall assume the obligation for performance of all the Sub-Lessor's obligations under the Base Lease, except the obligation to pay rent to Sub-Lessor's Landlord.
17. *Quiet possession.* The Sub-Lessor covenants that the Sub-Lessee, upon paying the rent reserved herein and performing all its covenants and agreements contained herein, may quietly enjoy the Premises, except as otherwise provided herein. However, this covenant shall be subject to the terms of the Base Lease and of any mortgages which may now or later encumber the Premises.
18. *Waiver.* Both parties waive their respective rights against the other for damages caused by fire or other perils covered by insurance when the damages are sustained because of the occupancy of the Premises.
19. *Binding effect.* The provisions of this Sublease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.
20. *Non-waiver.* No delay or failure by either party to exercise any right under this Sublease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
21. *Headings.* Headings in this Sublease are for reference and convenience only and shall not be used to interpret or construe its provisions.

22. *Counterparts.* This Sublease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

23. *Entire agreement.* This agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them, except as otherwise provided herein.

AGREED AND APPROVED this _____ day of _____ 2017.

SUB-LESSOR:
TULSA COMMUNITY COLLEGE

By: _____
Printed Name: _____
Its: _____

SUB-LESSEE:
GLENPOOL PUBLIC SCHOOL DISTRICT

By: _____
Its: _____

Acknowledgement of Landlord:

The undersigned, as duly authorized representative of the Lessor in the Base Lease and Landlord herein, acknowledges that the foregoing Sublease whereby Tulsa Community College proposes to sublet the Premises, as described herein, to the Glenpool Independent Public School District (Sub-Lessee herein) conforms to the terms of the Base Lease, in particular Section 5.03 thereof.

CITY OF GLENPOOL

By: _____
Timothy Lee Fox, Mayor

Dated: _____

RECEIVED
MAY 23 2016
BY
GLENPOOL - FINANCE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made and entered into by and between the **CITY OF GLENPOOL, OKLAHOMA**, a municipal corporation duly existing and operating under the laws of the State of Oklahoma ("**Lessor**"), and **TULSA COMMUNITY COLLEGE**, an agency of the State of Oklahoma established pursuant to the provisions of Section 4413 of Title 70, Oklahoma Statutes 2001, as part of the Oklahoma higher educational system ("**Lessee**").

WHEREAS, the Lessee is managed and supervised by the Board of Regents of the Tulsa Community College for the furtherance of higher education at its Glenpool Community (West) Campus which campus site is presently located in property belonging to the City of Glenpool, Oklahoma, as further described herein (the "**Premises**"); and

WHEREAS, the Lessor and the Lessee entered into a commercial lease for said Premises on or about May 1, 2011; and

WHEREAS, the Lessee and Lessor now wish to extend the term of that lease for an additional three years by entering into this Lease; and

WHEREAS, it is the desire of the Lessor and the Lessee that Lessee continue to occupy the Premises in order to provide a valuable public service to the citizens of Glenpool and the surrounding areas; and

WHEREAS, in consideration of the foregoing recitals and such other consideration as provided herein, the Lessor and Lessee have determined to enter this Lease.

NOW, THEREFORE, the Lessor and the Lessee hereby covenant and agree as follows:

ARTICLE 1

Basic Information. Unless defined otherwise elsewhere in this Lease, the following terms used in this Lease have the following meaning:

- (a) **Premises:** the building, signage and parking lot located more or less at the southeast corner of 141st South and US Highway 75 in the City of Glenpool, Tulsa County, State of Oklahoma, as more particularly described on **Exhibit A** to this Lease.
- (b) **Lessor:** City of Glenpool
- (c) **Lessor's Rent Payee:**
City of Glenpool
12205 S. Yukon Avenue
Glenpool, OK 74033
Attn: Director of Finance
Tax Exempt ID # 237196935
Telephone: 918-209-4628
- (d) **Lessee:** Tulsa Community College

- (e) Lessee's Address for Notice Purposes:
Tulsa Community College
6111 East Skelly Drive
Tulsa, OK 74135-6198
Attn: Dr. Leigh Goodson, President
Phone: 918 595 7868
- (f) Effective Date: The date this Lease is approved and executed by the latter of the Lessor or the Lessee as evidenced hereunder. (May or may not be the Commencement Date of the Lease)
- (g) Commencement Date: May 1, 2016
- (h) Expiration Date: The date immediately preceding the third anniversary of the Commencement Date, or as extended pursuant to Section 2.03.
- (i) Rental Amount: Such payments as provided by Article 2.02 ("Rent").
- (j) Renewal Terms: Annual periods beginning on the date following the Expiration Date if Lease is renewed pursuant to the terms of Section 2.03.

ARTICLE 2

2.01 Lease Term. The Term of this Lease shall begin on the Commencement Date and shall expire on the Expiration Date, subject to the Renewal Terms provided by Section 2.03, and further provided that Lessor's governing body elects to ratify this Lease on an annual basis in the event such annual ratification is required by State law or municipal ordinance of the City of Glenpool. Beginning on the Commencement Date, Lessor shall deliver possession of the Premises to Lessee, together with exclusive rights for ingress and egress, seven days a week, twenty-four hours a day. Lessor agrees to execute without delay, except and only to the extent as may be unavoidable if referral to Lessor's governing body of any documents, materials, equipment or such other things as may be required by Lessee in connection with Lessee's full use and enjoyment of the Premises is deemed necessary by Lessor.

2.02 Rent. Lessee shall pay Rent monthly to the name and address specified as Lessor's Rent Payee. At Lessee's sole discretion, Rent may be paid annually in advance. Rent shall be payable from the Commencement Date through the termination of the Lease. In the event of a fractional month of occupancy of the Premises, Rent shall be prorated. The parties acknowledge and agree that the Rental Amount shall be a fixed annual amount to be denominated a "Partner Rate" which gives recognition and consideration to the fact that the relationship of the parties has been one of mutual benefit and cooperation since before the Effective Date of this Lease. Such Partner Rate shall be established as follows:

- (a) Base Rent as of Commencement Date: \$3,000 per month, payable monthly or annually at Lessee's sole discretion throughout the term of the lease.
- (b) Notwithstanding the foregoing provision, nothing in this Section or elsewhere in this Lease shall be construed to prevent the parties from negotiating such periodic adjustments to the Rent as reflect the current needs and status of the parties and their relationship each to the other.

2.03 Renewal Terms. Upon expiration of the Term of this Lease, as defined in Section 2.01, Lessee shall have the option to extend the Term of this Lease for one or more Renewal Terms. Election of such option and extension of the Lease by successive Renewal Term(s) shall occur only if Lessee notifies Lessor of Lessee's intention to extend the Term by no later than 90 days prior to the expiration of the current Term (and each Renewal Term) and Lessor, acting by its governing body, approves and documents the respective Renewal Term.

2.04 Lessee's Use. Lessee shall use the Premises for such educational purposes as are consistent with its statutory charge and for any other reasonable concurrent use related to such purposes. Lessee shall maintain the Premises in reasonable condition, excepting for ordinary wear and tear.

2.05 Lessor's Access. If painting, maintaining, inspecting, operating, protecting, repairing, replacing, removing or otherwise changing any component of the Premises is reasonably required by Lessor, or if the safety of either of the Premises or any fixtures thereon is jeopardized for any reason and, in Lessor's reasonable judgment, such event necessitates Lessor's entry upon the Premises, Lessee hereby consents to such entry upon reasonable notice from Lessor or immediately only in such case that notice is not reasonable or possible.

2.06 Maintenance of the Premises.

- (a) Such routine maintenance and repair of the Premises as are commonly associated with and necessitated by occupation of the Premises, to include custodial care and replacement of stock items as generally understood in commercial lease terms, shall be the sole responsibility of Lessee at its exclusive cost.
- (b) Additional non-routine maintenance and repair of the Premises, to include ensuring the intended operation and function of all fixtures and capital improvements owned or installed by Lessor (excluding the back-up generator referenced in subparagraph (c) following), shall be undertaken at the expense of the Lessee up to a maximum cost of \$1,000 per occurrence for all occurrences. Such non-routine maintenance and repair items as exceed the per occurrence cost of \$1,000 shall, to the extent of such excess, be undertaken by Lessor, provided that Lessee shall provide Lessor such documentation of the initial \$1,000 cost and the necessity of exceeding that cost as Lessor may reasonably request.
- (c) Lessor makes no representation and assumes no liability whatsoever for the operating capacity or maintenance of a certain "Generac" back-up electrical generator located immediately to the west of the existing building on the Premises.
- (d) Lessee shall be solely responsible at its cost for all maintenance and repair of any signage on the Premises related to the operation of its business on the Premises (and shall ensure that all signage complies with the City of Glenpool Zoning Code (Sign Code)).
- (e) Lessor shall be solely responsible at its cost for the maintenance, repair and replacement as necessary of a certain sign appended to the retaining wall located on the westernmost boundary of the Premises, to the continued placement of which, and replacement as necessary, Lessee hereby gives its consent.

2.07 Termination. This Lease may be terminated without any penalty or further liability as follows:

- (a) On 90 days' written notice by either party of default of any covenant or term hereof by the other party, which default is not cured within 90 days following receipt of such notice of default for the reason that such default cannot be reasonably be cured within said 90 days and where such cure is nevertheless timely commenced and diligently pursued, Lessor may elect to terminate the Lease and release Lessor from all further obligations under the Lease (this does not, however, limiting any rights available to the Lessor or liability of the Lessee in the event that default is neither cured within 90 days following receipt of notice nor is Lessee making a good faith effort to effect such cure); or
- (b) Upon 30 days' notice by Lessee if Lessee is unable through no fault of its own to obtain or maintain any license, permit, other governmental approval or budgetary allocation necessary to the continued operation of Lessee's business on the Premises; or
- (c) Upon 180 days' notice by Lessee if necessary, in the good faith opinion of Lessee, due to reductions in state appropriations or local property tax revenue; or
- (d) Upon 30 days' notice by Lessee if Lessee chooses in its discretion to relocate its operations to other Premises, provided that such alternative Premises shall be within the municipal limits of Lessor and further provided that such relocation will result in complete termination of this Lease and vacation of the Premises; or
- (e) Upon 30 days' notice by Lessor if Lessor does not obtain any consent or other approval from its governing body as shall be lawfully necessary for continuation of the Lease upon good faith effort to do so; or
- (f) Lessee shall have the unilateral right to terminate this Lease and vacate the Premises immediately if the Premises are or become legally or practicably uninhabitable for any reason not the fault of the Lessee.
- (g) Regardless of the date of termination of this Lease for any reason other than uncured default of the Lessee or unavoidable emergency conditions, Lessee shall be permitted to occupy the Premises through the end of the then-current academic semester.

No later than 60 days after the termination of this Lease, by expiration of the then-current Term or otherwise as provided in this Section 2., Lessee will remove its personal property and fixtures and restore the Premises to their condition as of the Commencement Date, reasonable wear and tear excepted.

ARTICLE 3

3.01 Insurance. Lessee agrees to maintain commercial general liability insurance with coverage of at least \$1,000,000 general aggregate and \$500,000 each occurrence. At all times during the Term of this Lease, Lessor will carry and maintain fire and extended coverage insurance covering the Premises and all improvements thereon in amounts not less than full replacement cost.

3.02 Waiver of Subrogation. Lessor and Lessee each waive any and all rights to recover against the other, or against the members, officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees or business visitors of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried pursuant to this Article or any other property insurance actually carried by such party. Lessor and Lessee, from time to

time, will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Premises or its contents.

3.03 Indemnification. [Intentionally Omitted.]

3.04 Damage. If the Premises or any portion of thereof necessary for Lessee's occupancy is damaged during the Term of this Lease, other than by causes attributable to Lessee, Lessor will repair or rebuild the Premises to substantially the condition in which the Premises were immediately prior to such damage. Rent will be abated proportionately during any period in which there is interference with the operation of Lessee's business over which Lessee has no control and no opportunity to mitigate. If the Premises are damaged to the extent that it would take, in Lessor's reasonable judgment, more than 30 days to repair, then Lessee may in its sole discretion terminate this Lease pursuant to Section 2.07(f).

ARTICLE 4

4.01 Lessor Compliance. Lessor represents and warrants that, as of the date of this Lease, the Premises comply with all applicable laws, statutes, ordinances, rules, codes, regulations, orders, and interpretations of all federal, state, and other governmental or quasi-governmental authorities having jurisdiction over the Premises (collectively, "Laws").

4.02 Lessee Compliance. Lessee will promptly comply with all Laws relating to Lessee's use or occupancy of the Premises. At its sole cost and expense, Lessee will promptly cause the Premises to comply with all Laws to the extent that such compliance is required solely as a result of Lessee's occupancy of the Premises, provided that, at its option, Lessee may elect to terminate this Lease if the estimated cost of such compliance exceeds \$25,000.00.

4.03 Authority to Sign. Each of the individuals executing this Lease on behalf of Lessor and Lessee represents to the other party that such individual is a legally authorized representative of the respective party to this Lease and that all corporate action lawfully or otherwise required to authorize such execution has been taken.

4.04 Environmental Matters.

- (a) Lessee will be solely responsible for and will defend, indemnify, and hold Lessor harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Premises associated with Lessee's use of Hazardous Materials, if any.
- (b) Lessor will be solely responsible for and will defend, indemnify, and hold Lessee harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Premises with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced to the Premises by Lessee.
- (c) For purposes of this Section 4.04, "Hazardous Materials" means asbestos or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulation including, but not limited to, CERCLA. The obligations of this Section 4.04 shall survive the expiration or other termination of this Lease.

4.05 Exclusivity of Lease. Lessor shall not lease, license or otherwise enter into any agreement or arrangement with any entity, subsequent to the date of this Lease, which would limit or interfere with Lessee's exclusive use and occupation of the Premises without the prior written consent of Lessee, which consent shall be at the sole discretion of Lessee.

ARTICLE 5

5.01 Utilities and Taxes. Lessee will be responsible for all utilities required by its use of the Premises, provided that Lessor will ensure that water is available to the Premises without cost to Lessee. Lessor and Lessee each represent to the other that they are exempt from ad valorem, sales, use and income taxes as such might otherwise be applicable to use of the Premises by either party.

5.02 Title and Quiet Enjoyment. Lessor represents and warrants to Lessee that:

- (a) Lessor has full right, power, and authority to execute this Lease;
- (b) Lessor has good and marketable title to the Premises free and clear of any liens, mortgages or other encumbrances;
- (c) There is direct legal ingress and egress to the Premises for Lessee's use for vehicles and pedestrians from a public right-of-way; and
- (d) Lessor further covenants that Lessee shall have quiet enjoyment of the Premises during the Term of this Lease and any Renewal Term. Lessor agrees to notify Lessee immediately and prior to taking any such action if, at any time during the Term of this Lease, Lessor decides to subdivide, sell, or change the status of the Premises, or if Lessor learns of any pending or threatened or contemplated actions, litigation, claims, condemnations, or other proceedings which would affect the Premises or any part of the Premises, or any land use or development proposals affecting the Premises of which Lessor receives actual notice.

5.03 Succession and Assignment. This Lease shall extend to the Lessor and the Lessee in such corporate form as they lawfully exist as of the Effective Date and shall be binding on and inure to the benefit of any successor party created by the State of Oklahoma for identical or substantially similar purposes as those pertaining to the Lessor and the Lessee as of the Effective Date. Neither party hereto shall have the right, without prior notice to and consent by the other party, to assign or transfer all or any portion of this Lease or to sublet the Premises. Notwithstanding the foregoing, Lessee shall have the right, and Lessor hereby consents, to sublet some or all of the Premises to the Glenpool Public School District upon such terms as Lessee shall determine in its sole discretion. Lessee shall give notice to Lessor of any such sublease. Additionally, this limitation shall not apply to prevent Lessor from transferring ownership of the Premises to any statutory public trust authority of which the City is the legal beneficiary, in which case such transfer will be deemed a succession.

5.04 Prohibition of Liens. Lessee shall have no right or authority whatsoever to allow the title of the Lessor to the Premises or any part thereof to be subjected to any mechanic's or materialmen's lien or other lien. All persons dealing with the Lessee shall take notice of the foregoing and shall look solely to the Lessee for the payment of any indebtedness.

ARTICLE 6. MISCELLANEOUS

6.01 Complete Agreement. It is hereby mutually agreed and understood that this Lease contains all agreements, promises, and understandings between Lessor and Lessee and that no other agreements, promises, or understandings shall or will be binding on either Lessor or Lessee in any dispute, controversy, or proceeding at law, and any addition, variation, or modification to this Lease shall be void and ineffective unless in writing and signed by all parties hereto. This Lease expressly supersedes and replaces any prior agreements of the parties, including but not limited to the Memorandum of Understanding dated July 2008 and the Lease commencing May 2011, with respect to Lessee's occupation of the Premises.

6.02 Applicable Law. This Lease and the performance hereof shall be governed, interpreted, construed, and regulated by the laws of the State of Oklahoma, without respect to any conflict of laws, and any dispute not otherwise negotiated or settled hereunder shall be heard in the District Court of Tulsa County. The parties acknowledge that each party and its legal counsel have reviewed this Lease and that the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of this Lease or any amendments or exhibits hereto.

6.03 Notices. All notices and other communications required or permitted under this Lease shall be in writing and shall be given by United States first class registered or certified mail, return receipt requested, postage prepaid, or by reliable overnight or express services, addressed to the party for whom it is intended at the respective address set forth in Article 1. Any such notice or other communication shall be deemed effective when actually received or refused. Either party may, by similar notice, change the address to which future notices or other communications shall be sent.

6.04 Recording. Lessor shall prepare and Lessee shall execute and record a memorandum of this Lease.

6.05 Public Record. Both parties to this Lease acknowledge that they are public bodies as that term is defined in the Oklahoma Open Records Act and, as such, further acknowledge that this Lease may and shall be disclosed to all such persons who request to copy or inspect the same under applicable provisions of the Act.


6.06 Severability. Each and every consideration, term, stipulation, condition, covenant, provision and agreement of this Lease is an independent agreement between the parties and the ineffectiveness, for any cause or reason whatsoever, of any part or parts of this Lease shall not render ineffective any of the remainder so long as there shall be a right in the Lessee to use and occupancy of the Premises.

IN WITNESS WHEREOF, the parties hereto have set their hand and affixed their respective seals as of the dates written below.

LESSOR: City of Glenpool

By:

Name:


TIMOTHY LEE FOX

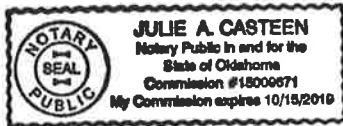
Its: mayor
Date: 5/2/2016

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

On this day personally appeared before me Timothy Lee Fox
to me known or satisfactorily proven to me to be the mayor of the City of Glenpool and
who executed the within and foregoing instrument, and acknowledged that he/she signed the same as
his/her free and voluntary act and deed, for the uses and purposes therein stated.

GIVEN under my hand and official seal this 2nd day of may, 2016



Julie A. Casteen
Notary Public in and for the State of Oklahoma

My appointment expires: 10/15/2019

LESSEE: TULSA COMMUNITY COLLEGE

By: [Signature]

Its: Sean A. Weins, VP for Administration

Date: May 19, 2016

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

On this day personally appeared before me Sean A. Weins, to me
known or satisfactorily proven to me to be the VP for Administration of Tulsa Community
College described in and who executed the within and foregoing instrument, and acknowledged that
he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein
mentioned.

GIVEN under my hand and official seal this 20th day of May, 2016.



Cindy Ward
Notary Public in and for the State of Oklahoma

My appointment expires: 7/21/18

EXHIBIT "A"

Premises described as 140 W. 141st Street, City of Glenpool, County of Tulsa, State of Oklahoma, 74033, situated in the Southeast corner of the intersection of US Highway 75 and 141st Street, Glenpool, including the existing building thereon, consisting of two floors totaling approximately 17,234 square feet, together with the parking lot and such other incidental features and fixtures as were located on the property at the conclusion of the prior agreement between the parties.

EXCEPTIONS, IF ANY:

NONE



STAFF REPORT

To: HONORABLE MAYOR AND CITY COUNCIL
From: Lowell Peterson, City Attorney
Date: June 5, 2017
Subject: AT&T IP Video Service Provider Fee Agreement

Background:

AT&T Oklahoma, pursuant to Title 18 § 601 of the Oklahoma Statutes has been granted the right, subject to municipal control, to use public grounds, streets, alleys and highways to construct and operate transmission lines in the City. It has upgraded and installed new facilities in order to offer an integrated internet protocol ("IP") platform of voice, data, information and video services. For the consideration of the City's agreement to follow its normal permitting practices with respect to IP-enabled video services, AT&T has entered into previous agreements with the City to pay an "IP-enabled Video Services Provider Fee" in the five percent (5%) of gross revenues derived from subscriptions to, and advertising on, its IP video services.

These fees are collected and paid quarterly no more than 45 days after the end of each quarter subject to a 5-year term. The current agreement is a renewal of an identical agreement approved by the City in June 2011.

Staff Recommendation:

Staff recommends that the Council approve the 5-year renewal of its agreement with AT&T to receive the 5% of gross revenues offered.

Attachment:

- AT&T IP-enabled Video Services Provider Fee Agreement

AGREEMENT

This Agreement ("Agreement") is made and entered into this 5th day of June 2017, by and between the CITY OF GLENPOOL, a municipal corporation, hereinafter referred to as the "City," and SOUTHWESTERN BELL TELEPHONE COMPANY, a Delaware Corporation, doing business as AT&T Oklahoma, hereinafter referred to as "AT&T Oklahoma" or "Company," with AT&T Oklahoma and City sometimes separately referred to hereinafter as a "party," and sometimes collectively as "parties."

WHEREAS, every telephone or telegraph corporation authorized to conduct transportation or transmission business under the laws of the State of Oklahoma for such purpose has the right to construct and operate between any points in this State pursuant to Article IX, Section 2 of the Constitution of the State of Oklahoma and Title 18, § 601, subject to control of the proper municipal authorities as to what grounds, streets, alleys or highways said lines shall run over or across, and the place the poles to support the wires are located;

WHEREAS, AT&T Oklahoma represents that it desires to upgrade its existing facilities and equipment, and install new facilities and equipment, and further represents that it offers, among other things, an integrated internet protocol ("IP") platform of voice, data, information and video services (the video component of which is switched, two-way, point-to-point and interactive and is referred to herein as the "IP-enabled Video Service") within the geographic boundaries of the City;

WHEREAS, AT&T Oklahoma takes the position, based on Okla. Const. Article IX, §2 and 18, Okla. Stat. §601, and other applicable law, that it is not required to obtain authorization from the City in order to provide its IP-enabled Video Service; however, notwithstanding its position, as stated above, in consideration of the forbearance of litigation by the City in relation to the provision of IP-enabled Video Service by AT&T Oklahoma within the City and the City's agreement to follow its normal permitting practices with respect to installation of facilities that may be used in whole or in part to provide IP-enabled Video Services, AT&T Oklahoma is willing to enter into this Agreement and to pay an IP-enabled Video Services Provider Fee as set forth more fully below so that both AT&T Oklahoma and the City can achieve the full benefits that competition and the availability of such services will bring to the community and citizens of the City; and

WHEREAS, in consideration of the payment of the IP-enabled Video Services Provider Fee by AT&T Oklahoma to the City and the forbearance of litigation by AT&T Oklahoma in relation to the provision of IP-enabled Video Service by AT&T Oklahoma within the City, the City is willing to enter into this Agreement; and

WHEREAS, the parties understand and agree that neither party shall be deemed to have waived any of its legal rights by entering into this Agreement except as expressly provided herein;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, the parties agree as follows:

1. Term of Agreement: This non-exclusive Agreement shall take effect upon approval hereof by AT&T Oklahoma and by the City Council of the City and shall be effective for a term of five (5) years thereafter. Prior to the end of this term, the parties agree to enter into good faith negotiations regarding a possible renewal and/or modification and/or extension of this Agreement.

2. Nature of Agreement:

(A) No privilege or exemption shall be granted or conferred by this Agreement except those specifically prescribed herein.

(B) Any right or power in, or duty impressed upon, any officer, employee, department, or board of the City by this Agreement shall be subject to transfer by the City to any other officer, employee, department, or board of the City.

(C) This Agreement shall not relieve AT&T Oklahoma of any existing obligations involved in obtaining permits, pole or conduit space from any department of the City, utility company, or from others maintaining utilities in streets.

(D) This Agreement shall be a privilege to be held in personal trust by AT&T Oklahoma for the benefit of the public. Said privilege cannot in any event be sold, transferred, leased, assigned or disposed of (except to an affiliate of AT&T Oklahoma), including but not limited to, by forced or voluntary sale, merger, consolidation, receivership or other means without the prior written consent of the City, and then only under such conditions as the City may establish. Such consent as required by the City shall not, however, be unreasonably withheld.

3. Obligations of AT&T:

(A) During the term of this Agreement, AT&T Oklahoma shall pay to City a fee equal to 5% of the gross revenues of AT&T Oklahoma and its affiliates collected from each subscriber to AT&T Oklahoma's IP-enabled Video Services product, and 5% of the portion of gross revenues from advertising which are defined in subsection 3(A)(3), below; the fee ("IP-enabled Video Services Provider Fee") may be identified and passed through on any subscriber bill by AT&T Oklahoma, and all such fees collected will be forwarded to City quarterly and shall be due forty-five (45) days after the end of each quarter.

- (1) For purposes of this Agreement, gross revenues are limited to the following:
 - (i) recurring charges for IP-enabled Video Services;
 - (ii) event-based charges for IP-enabled Video Services, including but not limited to pay-per-view and video-on-demand charges;
 - (iii) rental of set top boxes and other IP-enabled Video Services equipment;
 - (iv) service charges related to the provision of IP-enabled Video Services, including, but not limited to, activation, installation, and repair; and
 - (v) administrative charges related to the provision of IP-enabled Video Services, including, but not limited to, service order and service termination charges;
 - (vi) amounts billed to IP-enabled Video Services subscribers to recover the IP-enabled Video Services Provider Fee authorized by this section.
- (2) For purposes of this Agreement, gross revenues do not include:
 - (i) Uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected, less expenses of collection, shall be included in gross revenues in the period collected;
 - (ii) late payment fees;
 - (iii) revenues from contracts for in-home maintenance service unless they relate solely to maintenance on equipment used only for the provisioning of IP-enabled Video Services and not for the provisioning of any other service provided by AT&T Oklahoma or its affiliates;
 - (iv) amounts billed to IP-enabled Video Services subscribers to recover taxes, fees or surcharges imposed upon IP-enabled Video Services subscribers in connection with the provision of IP-enabled Video Services, other than the IP-enabled Video Services Provider Fee authorized by this section;
 - (v) revenue from the sale of capital assets or surplus equipment; or
 - (vi) charges, other than those described in subsection (1), that are aggregated or bundled with amounts billed to IP-enabled Video Services subscribers.
- (3) "Gross Revenues" which are subject to the IP-enabled Video Services Provider Fee paid by AT&T Oklahoma additionally include a pro rata portion of all revenue collected by AT&T Oklahoma pursuant to compensation arrangements for advertising (less any commissions AT&T

receives from any third parties for advertising) and home-shopping sales derived from the operation of AT&T Oklahoma's IP-enabled Video Service within the City. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Company may make to advertisers) shall not be deducted from advertising revenue included in gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in the City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

(4) Bundling discounts shall be apportioned fairly among video and other services. AT&T Oklahoma shall not apportion revenue in such a manner as to avoid the IP-enabled Video Services Provider Fee.

(5) In the event that any other video services provider, including but not limited to a cable operator or open video service provider, enters into any agreement or makes any arrangement with City during the term of this Agreement whereby it is required or allowed to pay a fee to the City that is similar to the IP-enabled Video Services Provider Fee described herein, City shall allow AT&T Oklahoma to substitute the definition of "gross revenue" set forth in that agreement or arrangement for the definition of "gross revenue" set forth in this Agreement immediately upon request of AT&T Oklahoma.

(6) AT&T Oklahoma will grant the City the right to conduct reasonable audits to assure that the IP-enabled Video Services Provider Fee has been properly calculated.

(B) AT&T Oklahoma and City agree that the IP-enabled Video Services Provider Fee shall be in lieu of all other concessions, charges, excises, franchise, license, privilege, permit fees, taxes, or assessments except sales taxes, personal or real property taxes, ad valorem taxes, any fees levied for the purpose of funding the E9-1-1 system, and the two percent (2%) Telephone Inspection Fee currently being paid by AT&T Oklahoma;

(C) During the term of this Agreement, AT&T Oklahoma shall provide capacity for four "streams" or "channels" of noncommercial educational and governmental programming through AT&T Oklahoma's IP-enabled Video Service so long as City and educational institutions designated by the City provide any educational or governmental programming content in a standard digital format compatible with AT&T Oklahoma's IP-enabled video technology. City and educational institutions designated by the City shall provide this programming, and AT&T Oklahoma shall receive this programming, at AT&T Oklahoma's Point of Presence designated by AT&T Oklahoma. City and educational institutions designated by the City will be solely and individually responsible for their own programming content.

(D) AT&T Oklahoma shall work with the City to identify an economically and technically feasible process for providing an appropriate message through AT&T Oklahoma's IP-enabled Video Service in the event of a public safety emergency issued over the emergency alert system, which at a minimum will include the concurrent rebroadcast of local broadcast channels.

(E) The parties agree to consult in the event that, after execution of this Agreement, any court, agency, commission, legislative body, or other authority of competent jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either City or Company, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either party, within thirty (30) days of receipt of the ruling, provides written notice to the other party of election to terminate, in which case this Agreement shall terminate within six (6) months or such earlier period as the parties mutually may agree. Where the effect of a finding is a modification, the parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either party to terminate the Agreement on the provision of thirty (30) days' written notice.

In addition to the termination rights set forth above, AT&T Oklahoma shall have the right to terminate this Agreement and all obligations hereunder upon ninety (90) days notice to the City, if (i) AT&T Oklahoma concludes in its reasonable business judgment that IP-enabled Video Service in the City is no longer technically, economically or financially consistent with AT&T Oklahoma's business objectives; (ii) Title VI Communications Act of 1934 obligations or any similar obligations are imposed on AT&T Oklahoma; or (iii) it becomes clear that the Company must offer or provide IP-enabled Video Service pursuant to a franchise (cable or otherwise) and/or franchise-like requirements or other local authorization.

(F) AT&T Oklahoma shall determine, in its sole discretion where in the City its facilities shall be constructed, operated, maintained, repaired and upgraded to provide, and where in the City to provide its IP-enabled Video Services. However, AT&T Oklahoma agrees that it will offer a competitive video service through the technology of its choosing, which may include, but is not limited to, direct-to-home satellite service, to all residential subscribers residing within its current local telephone service footprint within the boundaries of the City, subject to density, technical feasibility, and access limitations based on standard industry practice (e.g., density limitation of thirty (30) homes per mile, authorized access to private property/developments, etc.).

4. Obligations of City. City will not attempt to nor subject the provision of AT&T Oklahoma's IP-enabled Video Service to regulation under any cable television or broadband telecommunications franchise ordinance or similar ordinance(s). In addition:

(A) City agrees to subject the construction and installation of the facilities that will be used in whole or in part to provide AT&T Oklahoma's IP-enabled Video Service to the same process and review as it subjects the installation and construction of traditional telecommunications infrastructure;

(B) City agrees not to unreasonably block, restrict, or limit the construction and installation of facilities that will be used in whole or in part to provide AT&T Oklahoma's IP-enabled Video Service;

(C) City agrees to process any and all applicable permits for the installation, construction, maintenance, repair, removal, and other activities associated with placement of communications or transmission facilities of any kind in a timely and prompt manner;

(D) AT&T Oklahoma represents and claims that its Video Service is not a "cable service" under Oklahoma or federal law. The City is entering into this agreement in reliance on this representation. In the event a court or federal agency or any governmental legislative body with jurisdiction rules or declares that AT&T Oklahoma's IP-enabled Video Service is a cable service, or that it is subject to the same laws and regulations as a cable service provider or cable television system, and if the ruling or declaration is effective and binding upon either the City or AT&T Oklahoma, this Agreement shall become null and void at the City's option.

5. Modification. This Agreement may be amended or modified only by a written instrument executed by both Parties.

6. Entire Agreement. This Agreement constitutes the entire agreement between City and AT&T Oklahoma with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between City and AT&T regarding the subject matter hereof.

7. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

8. Miscellaneous.

(A) AT&T Oklahoma and City each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

(B) The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

(C) Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

(D) This Agreement shall not be exclusive and the City expressly reserves the right to enter into similar agreements with any other company offering the same or similar video services at any time.

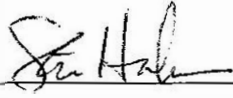
(E) The geographic area covered by this Agreement shall be the incorporated limits of the City of Glenpool, Oklahoma, as such area now exists or may be modified in the future by annexation or deannexation.

(F) The parties agree that either Tulsa County District Court or the United States District Court for the Northern District of Oklahoma shall be the sole and exclusive forum for any judiciable disputes concerning this Agreement.

9. Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective principals, managers, City Council members, offices, directors, shareholders, agents, employees, attorneys, successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of the 5th day of June 2017 ("Effective Date").

AT&T Oklahoma:



Name: Steve Hahn

Title: President - Oklahoma

City:

APPROVED by the City Council of the City of Glenpool, Oklahoma, on the 5th day of June 2017.

Timothy Lee Fox, Mayor

ATTEST:

Susan White, City Clerk

REVIEWED as to form and legality this 5th day of June 2017.

Lowell Peterson, City Attorney



To: To: HONORABLE MAYOR AND CITY COUNCIL/GUSA BOARD OF TRUSTEES
From: Julie Casteen, Finance Director
Date: May 26, 2017
Subject: Annual Renewal of Revenue Bond Security Agreements, Regarding Bonds Issued December 2010 and January 2011

Background:

In connection with the Series 2010 A, Series 2010 B and Series 2011 Utility System Revenue Bonds issued by GUSA as of December 1, 2010, and January 1, 2011, respectively, the City and GUSA entered into certain Security Agreements whereby the City secures to bondholders payment of the debt service on such bonds by agreeing to deposit in its general fund each month, as received from the Oklahoma Tax Commission, proceeds derived from sales tax to be paid by the City to GUSA to be used by GUSA for the funding of debt service on the projects for which the foregoing revenue bonds were issued.

Based on Oklahoma law regarding the encumbrance of annual revenues, these Security Agreements must be renewed for successive annual periods commencing July 1, 2011. This was accomplished by adoption by the Council of an identical resolution on July 16, 2012; July 15, 2013; July 7, 2014; July 20, 2015; and July 3, 2016. Notice of the renewal must be provided to the Bond Trustee, not later than July 31 of each year.

Staff Recommendation:

For all the foregoing reasons and benefits, staff recommends that the City and GUSA adopt the attached Resolutions renewing the Security Agreements for FY 2017-2018.

Attachment:

1. Proposed Joint Resolution No. 17005, 2010 Bonds
2. Proposed Joint Resolution No. 17006, 2011 Bonds
3. 2010 Security Agreement
4. 2011 Security Agreement

RESOLUTION NO. 17005 OF THE CITY OF GLENPOOL

**RESOLUTION AUTHORIZING THE CITY OF GLENPOOL TO RENEW
THAT CERTAIN SECURITY AGREEMENT BY AND BETWEEN THE
CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES
AUTHORITY WITH RESPECT TO THE ISSUANCE OF UTILITY SYSTEM
REVENUE BONDS, TAX EXEMPT REFUNDING SERIES 2010 A AND
TAXABLE REFUNDING SERIES 2010 B, DATED AS OF DECEMBER 1,
2010**

WHEREAS, the Glenpool Utility Services Authority (the "Authority") issued certain tax-exempt and taxable Utility Service Revenue Bonds dated as of December 1, 2010, in Series 2010 A and Series 2010 B, respectively, in order to fund a project that consisted of the acquisition, construction, furnishing and equipping of certain capital improvements to the Authority's Utility Systems and certain other capital improvements for the benefit of the City of Glenpool, Oklahoma, the Authority's beneficiary; and

WHEREAS, in order to better secure the payment of the Bonds, the City and the Authority entered into a Security Agreement whereby City tax revenues were pledged to debt service on the foregoing Bonds; and

WHEREAS, all things required to have been done to make the Security Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

BE IT THEREFORE RESOLVED by the City Council for the City of Glenpool, Oklahoma:

§ 1. The City Council shall and hereby does exercise the option provided by Section 4 of the foregoing Security Agreement to renew such Agreement for the fiscal year period commencing July 1, 2017 and concluding June 30, 2018. Notice of such renewal shall be provided to the Authority Board of Trustees and the Bond Trustee, not later than July 31, 2017.

PASSED AND APPROVED by the City Council of the City of Glenpool this 5th day of June 2017.

Timothy Lee Fox, Mayor

ATTEST:

[MUNICIPAL SEAL]

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of the 1st day of December 2010, by and between **THE GLENPOOL UTILITY SERVICES AUTHORITY** (the "Authority") and the **CITY OF GLENPOOL, OKLAHOMA** (the "City").

W I T N E S S E T H :

WHEREAS, The Authority has been created by a Declaration of Trust, dated as of June 12, 1967, as amended, designating the members of the governing body of the City as Trustees of the Authority for the use and benefit of the City under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2001, Sections 176 to 180.3, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City and the Authority did enter into a Lease effective as of January 24, 1973 pursuant to which the City did lease to the Authority its presently existing and after acquired revenue producing utility systems (hereinafter collectively called the "System") for an extended term of fifty (50) years commencing November 1, 2010 to and including November 1, 2060; and

WHEREAS, the City did adopt Ordinance No. 40, dated February 7, 1972, which was approved by the qualified electors of the City at an election held July 31, 1973 levying and assessing a two percent (2%) sales tax to be used for the purpose of the support of the functions of the municipal government of the City. In addition the City did adopt Ordinance No. 176, dated August 24, 1982, which was approved by the qualified electors of the City at an election held October 5, 1982, levying and assessing an additional one percent (1%) sales tax to be used for the purpose of paying the principal and interest requirements on General Obligation Bonds of the City with the surplus to be retained in the General Fund of the City to be used for any lawful purpose, and the City did adopt Ordinance No. 457, dated January 2, 2001, which was approved by the qualified electors of the City at an election held March 6, 2001, levying and assessing an additional one percent (1%) sales tax to be used for the purpose of acquiring, constructing, equipping, operating and /or maintaining capital improvements and/or to be applied or pledged toward the payment of principal and interest on any legal indebtedness, including refunding indebtedness, incurred by or on behalf of the City for such purpose (collectively referred to as the "Sales Tax"); and

WHEREAS, the Authority has determined upon a project relating to funding the costs of acquisition, construction, furnishing and equipping certain capital improvements to the Authority's Utility Systems and certain other capital improvements for the benefit of the City of Glenpool, Oklahoma, the Authority's beneficiary and for paying the costs of refunding all of the outstanding indebtedness evidenced by the Prior Bonds and to fund a Sinking Fund Reserve Fund and to pay the costs of issuance of such bonds (the "Project"); and

WHEREAS, in order to pay the costs of the Project, the Authority intends to issue its \$29,575,000.00 The Glenpool Utility Services Authority Utility System Revenue Bonds, Tax Exempt Refunding Series 2010A and its \$2,740,000.00 The Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2010B (the "Bonds"); and

WHEREAS, in order to better secure the payment of the Bonds it is necessary that this Security Agreement be entered into; and

WHEREAS, all things required to have been done to make this Security Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS EXPRESSED HEREIN AND THE ISSUANCE OF THE BONDS BY THE AUTHORITY AND OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES HERETO, THE CITY AND THE AUTHORITY AGREE AS FOLLOWS:

SECTION 1. The Authority shall issue the Bonds and use the net proceeds from the sale thereof to fund the Project, as more fully set out in the Bond Indenture, dated as of December 1, 2010 (the "Indenture"), by and between the Authority and Bank of Oklahoma, N.A., (the "Trustee").

SECTION 2. In consideration of the issuance of the Bonds and implementation of the Project by the Authority, the City shall deposit in its General Fund each month as received, proceeds derived from the Sales Tax as received from the Oklahoma Tax Commission, and pursuant to an annual appropriation as required pursuant to applicable laws, all of the proceeds of the Sales Tax shall be paid by the City to the Authority to be used by the Authority for the purposes for which the Authority was created, which purposes it is hereby acknowledged are consistent with the authorized and proper use of such Sales Tax revenues.

SECTION 3. The Authority agrees that all proceeds of the Sales Tax received by it shall be utilized exclusively for the purposes set out in Section 2 of this Agreement and for no other purposes.


SECTION 4. This Agreement shall be for a term commencing on the date hereof and ending on June 30, 2011. This Agreement may be renewed for successive annual periods commencing July 1, 2011, at the option of the City, upon written notice of the exercise of each such option from the City to the Authority given prior to the expiration of the then current term and the taking by the City of such official action as shall be required by applicable laws to effect such renewal and annual appropriation described in Section 2 hereof. Notice of such renewal shall be provided to the Trustee, not later than July 31 of each year.

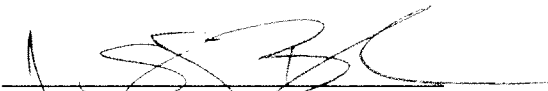
SECTION 5. It is understood and agreed that this Security Agreement is a third party beneficiary contract for the benefit of the holders of the Bonds and may be pledged and assigned by the Authority as security for the Bonds.

IN WITNESS WHEREOF, the Authority has caused this Security Agreement to be signed by its Chairman, attested by its Secretary and has caused the seal of the Authority to be impressed hereon, and the City has caused this Security Agreement to be signed by its Mayor, attested by its City Clerk and has caused the seal of the City to be impressed hereon all as of the date first above written.

**THE GLENPOOL UTILITY SERVICES
AUTHORITY**

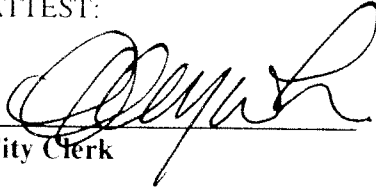
ATTEST:


Secretary
(SEAL)



Chairman

CITY OF GLENPOOL, OKLAHOMA


ATTEST:



City Clerk

(SEAL)





Mayor

RESOLUTION NO. 17006 OF THE CITY OF GLENPOOL

**RESOLUTION AUTHORIZING THE CITY OF GLENPOOL TO RENEW
THAT CERTAIN SECURITY AGREEMENT BY AND BETWEEN THE
CITY OF GLENPOOL AND THE GLENPOOL UTILITY SERVICES
AUTHORITY WITH RESPECT TO THE ISSUANCE OF UTILITY SYSTEM
REVENUE BONDS, TAX EXEMPT REFUNDING SERIES 2011, DATED
AS OF JANUARY 1, 2011**

WHEREAS, the Glenpool Utility Services Authority (the "Authority") issued certain tax-exempt Utility Service Revenue Bonds dated as of January 1, 2011, in Series 2011, in order to fund a project that consisted of the acquisition, construction, furnishing and equipping of certain capital improvements to the Authority's Utility Systems and certain other capital improvements for the benefit of the City of Glenpool, Oklahoma, the Authority's beneficiary; and

WHEREAS, in order to better secure the payment of the Bonds, the City and the Authority entered into a Security Agreement whereby City tax revenues were pledged to debt service on the foregoing Bonds; and

WHEREAS, all things required to have been done to make the Security Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

BE IT THEREFORE RESOLVED by the City Council for the City of Glenpool, Oklahoma:

§ 1. The City Council shall and hereby does exercise the option provided by Section 4 of the foregoing Security Agreement to renew such Agreement for the fiscal year period commencing July 1, 2017 and concluding June 30, 2018. Notice of such renewal shall be provided to the Authority Board of Trustees and the Bond Trustee, not later than July 31, 2017.

PASSED AND APPROVED by the City Council of the City of Glenpool this 5th day of June 2017.

Timothy Lee Fox, Mayor

ATTEST:

[MUNICIPAL SEAL]

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of the 1st day of January 2011, by and between **THE GLENPOOL UTILITY SERVICES AUTHORITY** (the "Authority") and the **CITY OF GLENPOOL, OKLAHOMA** (the "City").

WITNESSETH:

WHEREAS, The Authority has been created by a Declaration of Trust, dated as of June 12, 1967, as amended, designating the members of the governing body of the City as Trustees of the Authority for the use and benefit of the City under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2001, Sections 176 to 180.3, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City and the Authority did enter into a Lease effective as of January 24, 1973 pursuant to which the City did lease to the Authority its presently existing and after acquired revenue producing utility systems (hereinafter collectively called the "System") for an extended term of fifty (50) years commencing November 1, 2010 to and including November 1, 2060; and

WHEREAS, the City did adopt Ordinance No. 40, dated February 7, 1972, which was approved by the qualified electors of the City at an election held July 31, 1973 levying and assessing a two percent (2%) sales tax to be used for the purpose of the support of the functions of the municipal government of the City. In addition the City did adopt Ordinance No. 176, dated August 24, 1982, which was approved by the qualified electors of the City at an election held October 5, 1982, levying and assessing an additional one percent (1%) sales tax to be used for the purpose of paying the principal and interest requirements on General Obligation Bonds of the City with the surplus to be retained in the General Fund of the City to be used for any lawful purpose, and the City did adopt Ordinance No. 457, dated January 2, 2001, which was approved by the qualified electors of the City at an election held March 6, 2001, levying and assessing an additional one percent (1%) sales tax to be used for the purpose of acquiring, constructing, equipping, operating and/or maintaining capital improvements and/or to be applied or pledged toward the payment of principal and interest on any legal indebtedness, including refunding indebtedness, incurred by or on behalf of the City for such purpose (collectively referred to as the "Sales Tax"); and

WHEREAS, the Authority has determined upon a project relating to funding the costs of acquisition, construction, furnishing and equipping certain capital improvements to the Authority's Utility Systems and certain other capital improvements for the benefit of the City of Glenpool, Oklahoma, the Authority's beneficiary and for paying the costs of refunding all of the outstanding indebtedness evidenced by the Prior Bonds and to fund a Sinking Fund Reserve Fund and to pay the costs of issuance of such bonds (the "Project"); and

WHEREAS, in order to pay the costs of the Project, the Authority intends to issue its \$7,315,000.00 The Glenpool Utility Services Authority Utility System Revenue Bonds, Tax Exempt Refunding Series 2011 (the "Bonds"); and

WHEREAS, in order to better secure the payment of the Bonds it is necessary that this Security Agreement be entered into; and

WHEREAS, all things required to have been done to make this Security Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS EXPRESSED HEREIN AND THE ISSUANCE OF THE BONDS BY THE AUTHORITY AND OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES HERETO, THE CITY AND THE AUTHORITY AGREE AS FOLLOWS:

SECTION 1. The Authority shall issue the Bonds and use the net proceeds from the sale thereof to fund the Project, as more fully set out in the Bond Indenture, dated as of December 1, 2010 as amended by the First Supplemental Bond Indenture, dated as of January 1, 2011, (collectively the "Indenture"), by and between the Authority and BOKF, N.A., d/b/a Bank of Oklahoma, formerly Bank of Oklahoma, N.A., (the "Trustee").

SECTION 2. In consideration of the issuance of the Bonds and implementation of the Project by the Authority, the City shall deposit in its General Fund each month as received, proceeds derived from the Sales Tax as received from the Oklahoma Tax Commission, and pursuant to an annual appropriation as required pursuant to applicable laws, all of the proceeds of the Sales Tax shall be paid by the City to the Authority to be used by the Authority for the purposes for which the Authority was created, which purposes it is hereby acknowledged are consistent with the authorized and proper use of such Sales Tax revenues.

SECTION 3. The Authority agrees that all proceeds of the Sales Tax received by it shall be utilized exclusively for the purposes set out in Section 2 of this Agreement and for no other purposes.

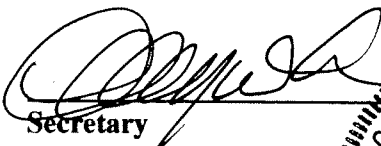
SECTION 4. This Agreement shall be for a term commencing on the date hereof and ending on June 30, 2011. This Agreement may be renewed for successive annual periods commencing July 1, 2011, at the option of the City, upon written notice of the exercise of each such option from the City to the Authority given prior to the expiration of the then current term and the taking by the City of such official action as shall be required by applicable laws to effect such renewal and annual appropriation described in Section 2 hereof. Notice of such renewal shall be provided to the Trustee, not later than July 31 of each year.

SECTION 5. It is understood and agreed that this Security Agreement is a third party beneficiary contract for the benefit of the holders of the Bonds and may be pledged and assigned by the Authority as security for the Bonds.

IN WITNESS WHEREOF, the Authority has caused this Security Agreement to be signed by its Chairman, attested by its Secretary and has caused the seal of the Authority to be impressed hereon, and the City has caused this Security Agreement to be signed by its Mayor, attested by its City Clerk and has caused the seal of the City to be impressed hereon all as of the date first above written.

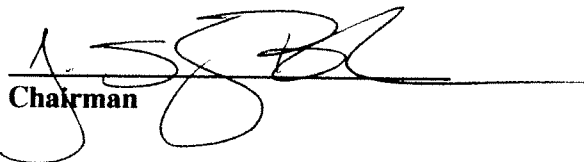
**THE GLENPOOL UTILITY SERVICES
AUTHORITY**

ATTEST:


Secretary


(SEAL)

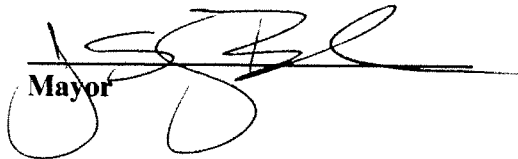



Chairman

CITY OF GLENPOOL, OKLAHOMA

ATTEST:


City Clerk


Mayor

(SEAL)



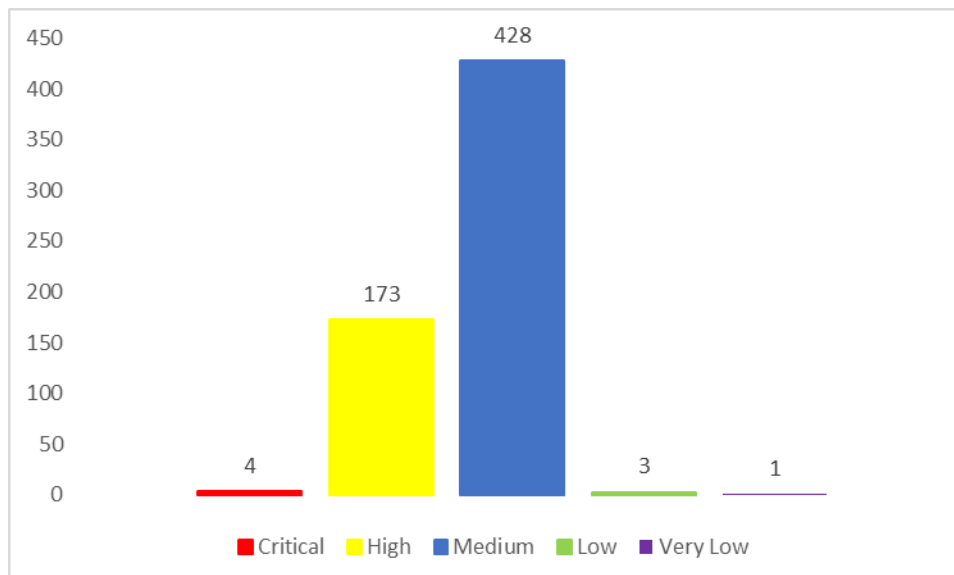
To: To: HONORABLE MAYOR AND CITY COUNCIL/GUSA BOARD OF TRUSTEES
From: Julie Casteen, Finance Director
Date: May 26, 2017
Subject: Renewal of SpringPoint IT Services Contract for FY17-18

Background:

The City contracted with SpringPoint Technologies last June for a three-year agreement to provide IT support and consulting services.

The proposed fees in this agreement for the 2017-2018 fiscal year are \$43,488, which is a 3% increase over prior year. This contract is included in the adopted budget at line item 01-6-01-6235.

Over the last 10 months from July 1 through May 25, SpringPoint received 609 trouble tickets from the City. Only one ticket was outstanding as of May 25.



Staff Recommendation:

Staff recommends renewal of the SpringPoint Agreement for FY 2017-2018.

Attachment:

1. SpringPoint Agreement

Master Service Agreement
SMS-COG.CMS-20160606-12.27

THIS MASTER SERVICE AGREEMENT IS BETWEEN:

SERVICE PROVIDER	AND	CLIENT
SpringPoint Technologies, LLC 4755 E. 91st St., Suite 100 Tulsa, OK 74137 United States P 918-584-3300 F 918-630-5776		City of Glenpool / GUSA 12205 S. Yukon Ave. Glenpool, OK 74033 United States 918.322.5409

This Master Service Agreement (Agreement) is entered into by SpringPoint Technologies, LLC, dba SpringPoint and City of Glenpool / GUSA (Client) (each of SpringPoint and Client a "Party," and together the "Parties") for services to be performed by SpringPoint for Client. This Agreement may be referred to as MSA No SMS-COG.CMS-20160606-12.27 by all attached Statements of Service.

1 Term and Termination of Agreement

1.1 This Agreement is effective upon the date signed by the latter of the Parties to sign. This Agreement shall remain in force for the duration of the term of any attached Statement of Service, unless either party gives the other sixty (60) days prior written notice of its intent to terminate this Agreement. In addition this Agreement may be terminated by Client upon sixty (60) days written notice if SpringPoint (a) fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice (unless such breach cannot be cured, in which case Client may terminate the Agreement without a cure period), or (b) terminates or suspends its business operations; becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; or becomes insolvent or becomes subject to control by a trustee, receiver or similar authority. In addition this Agreement may be terminated by SpringPoint upon sixty (60) days written notice to Client if Client (a) fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice (unless such breach cannot be cured, in which case SpringPoint may terminate the Agreement without a cure period), or (b) terminates or suspends its business operations; becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; or becomes insolvent or becomes subject to control by a trustee, receiver or similar authority, or (c) Client or its staff repeatedly verbally abuse technical (helpdesk) staff. If either party terminates this Agreement, SpringPoint will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay SpringPoint the actual costs of rendering such assistance. Termination of the Agreement shall be in addition to and not in lieu of any remedies available

2 Statements of Service; Fees and Payments; Taxes

2.1 Statements of Service shall describe in detail the services to be performed by SpringPoint, and this Agreement hereby incorporates all attached and subsequent Statements of Service (to the extent signed by both parties) that refer specifically to this Agreement by name and date of execution, or the MSA Number.

2.2 Specific or additional payment terms may be specified in each original and subsequent Statement of Service attached to this Agreement, subject to Client's signature attesting to approval before implemented by SpringPoint. Client will receive an invoice on a monthly basis, and it will become due and payable on the first day of each month. All services described in the attached Statements of Service will be suspended if payment is not received within 15 days following the due date.

2.3 It is understood that Client is a governmental entity and exempt from all federal, state and local taxation.

3 Coverage

Unless modified by a Statement of Service associated with this Agreement, all contracted services will be provided to Client by SpringPoint between the hours of 8:00 am and 5:00 pm Monday through Friday, Central Standard Time, excluding holidays observed by either of Client or SpringPoint. SpringPoint will make reasonable efforts to respond to emergency requests.

4 Nondisclosure

4.1 Confidential Information. During the term of this Agreement, each Party or its employees, consultants, or agents may be exposed to information that is proprietary or confidential to the other Party or its affiliates ("Confidential Information"). Any non-public information of any form obtained by either Party or its employees while performing this Agreement shall be deemed Confidential Information. Each Party agrees to hold the Confidential Information of the other Party in confidence and not to disclose such information to any third parties or to use the information for purposes outside the scope of this Agreement. Each Party will advise its employees of their responsibilities under this Agreement. Confidential Information shall not include information that is (a) part of or becomes part of the public domain (other than by disclosure by the receiving Party in violation of this Agreement); (b) previously known to the receiving Party without an obligation of confidentiality; (c) independently developed by the receiving Party outside this Agreement; or (d) rightfully obtained by the receiving Party from third parties without an obligation of confidentiality. At the end of this Agreement, or earlier if requested by the disclosing Party, the receiving Party shall promptly return or destroy all Confidential Information.

4.2 The Parties further agree to take all reasonable steps to preserve the confidential and proprietary nature of the Confidential Information. However, if the parties are required by subpoena or other court order to disclose any of the Confidential Information, the party shall provide immediate notice of such request to the other party and shall use reasonable efforts to resist disclosure. If, in the absence of a protective order or the receipt of a waiver under this Agreement, the parties are legally required to disclose any Confidential Information, then the parties may disclose such information without liability under this Agreement.

4.3 Remedies for Breach of Nondisclosure. The Confidential Information protected by this Agreement is of a special character, such that money damages, although available, would not be sufficient to award or compensate for any unauthorized use or disclosure of the Confidential Information. The parties agree that injunctive and other equitable relief would be appropriate to prevent any such actual or threatened unauthorized use or disclosure.

5 Ownership of Work Product

5.1 General. All intellectual property rights associated with any ideas, concepts, techniques, processes or other work product created by SpringPoint during the course of performing the services shall belong exclusively to SpringPoint, and Client shall have no right or interest therein except as needed to realize the value of the Services provided hereunder, and except that Client shall have a fully paid, unrestricted, perpetual license to any ideas, concepts, techniques, processes or other work product provided by SpringPoint to Client in the course of performing under this Agreement. All intellectual property rights associated with any ideas, concepts, techniques, processes or other work product created by Client or third parties working with Client shall belong exclusively to Client or such third parties, as the case may be, and SpringPoint shall have no right or interest therein except as needed to deliver the services.

5.2 Managed Services Tools. Notwithstanding anything to the contrary in this Agreement, SpringPoint will retain all right, title and interest in and to all software tools, know-how, methodologies, processes, technologies or algorithms used in providing the managed services which are based on trade secrets or proprietary information of SpringPoint or are otherwise owned or licensed by SpringPoint. Licenses will not be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require SpringPoint or Client to violate the proprietary rights of any third party in any software or otherwise.

6 Indemnity

6.1 Each of SpringPoint and Client, as "Indemnifying Party," shall indemnify, defend, and hold harmless the other, and the other's officers, directors, employees, and agents (each an "Indemnified Party") from and against all claims, losses, liabilities, damages, costs, and expenses (including without limitation reasonable attorneys' fees and costs) arising as a result of or in connection with any actual or alleged (i) breach by the Indemnifying Party of this Agreement, (ii) infringement by the Indemnifying Party of any copyright, trade secret, patent, or other intellectual property right; or (iii) negligent or intentional act of the Indemnifying Party.

6.2 Procedures. All indemnification obligations under this Section 6 shall be subject to the following requirements: (a) the indemnified party shall provide the Indemnifying Party with prompt written notice of any claim; (b) the indemnified party shall permit the Indemnifying Party to assume and control the defense of any action upon the Indemnifying Party's written acknowledgment of the obligation to indemnify (unless, in the opinion of counsel of the indemnified party, such assumption would result in a material conflict of interest); and (c) the Indemnifying Party shall not enter into any settlement or compromise of any claim without the indemnified party's prior written consent, which shall not be unreasonably withheld. In addition, the indemnified party may, at its own expense, participate in its defense of any claim. In the event that the Indemnifying Party assumes the defense of any such claim, the Indemnifying Party is not liable for attorney's fees and costs incurred by the indemnified party.

7 Representation and Warranties

7.1 SpringPoint represents and warrants that it (a) has the right, power and authority to enter into the Agreement and to fully perform all of its obligations hereunder, (b) will use commercially reasonable efforts to provide all services required of it under the Agreement in accordance with prevailing industry standards and in a workmanlike and professional manner, and (c) owns or has acquired the requisite rights from third parties to the SpringPoint property.

7.2 SpringPoint does not manufacture hardware or commercial off-the-shelf (COTS) software covered under this Agreement. Any warranty provisions are passed through from the manufacturer and are subject to the manufacturer's limitations. Any labor supplied by SpringPoint is not covered under the terms of the manufacturer's warranty.

7.3 SpringPoint may provide equipment owned by SpringPoint and housed at Client's premises. Such equipment may include, but is not limited to routers, desktops, servers, software, and remote backup devices. Client shall each treat such equipment with the same care and security as similar equipment owned by Client. Client shall be held liable for any damage not covered by the manufacturer's warranty only to the extent the damage was caused by Client's negligence or intentional act. If such loss or damage occurs and it is reasonably verified that Client or an agent of Client is at fault, Client will be invoiced the cost of repairs or the current replacement cost of the equipment if not repairable plus shipping and handling and related installation charges.

8 Disclaimer of Warranties; Limitation of Damages

8.1 THE EXPRESS, BUT LIMITED, WARRANTY IN SECTION 7 ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING SPRINGPOINT SERVICES. SPRINGPOINT AND ITS AFFILIATES SPECIFICALLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE.

8.2 SPRINGPOINT AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST DATA, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION ARISING FROM OR RELATING TO THIS AGREEMENT OR ARISING FROM OR RELATING TO THE USE OF THE SOFTWARE WHICH HAS BEEN MODIFIED BY ANYONE OTHER THAN SPRINGPOINT, LOSS OF PROGRAMS, AND THE LIKE, THAT RESULT FROM THE USE OR INABILITY TO USE THE SERVICES OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR DIRECTORIES, LOSS OF DATA, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR OTHER TORTS), TO THE EXTENT ALLOWED BY LAW, EVEN IF SPRINGPOINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 CLIENT ACKNOWLEDGES AND AGREES THAT CLIENT HAS RELIED ON NO WARRANTIES EXCEPT THE LIMITED EXPRESS WARRANTY IN SECTION 7.

8.4 Client agrees that the total liability of SpringPoint and its affiliates and the sole remedy of Client and any end user for any claims regarding SpringPoint services is limited to the amount paid under this Agreement in the twelve (12) months prior to the time such cause of action arose. The existence of more than one claim shall not enlarge that limitation of liability.

8.5 Except as expressly provided in the Agreement, Client acknowledges that (a) SpringPoint is in no manner responsible for any action or inaction of any third party (with the exception of its agents and independent contractors); (b) SpringPoint has not represented that the services shall be uninterrupted, error-free, or without delay; and (c) SpringPoint does not and cannot control the flow of data through the Internet, and such flow depends in large part on the performance of third parties whose actions or inaction can, at times, produce situations in which connections to the Internet (or portions thereof) may be impaired or disrupted. ACCORDINGLY, CLIENT ACKNOWLEDGES THAT SPRINGPOINT DISCLAIMS ALL LIABILITY RELATED TO EVENTS OUTSIDE OF OUR CONTROL AND/OR IN THE CONTROL OF THIRD PARTIES (subject to the exception above), AND CLIENT SHALL HAVE NO RIGHT TO RELY UPON ANY REPRESENTATION OR WARRANTY OF ANY THIRD PARTY IN RESPECT TO THE SERVICES.

9 Non Solicitation of Employees

During the term of the Agreement and for a period of twelve (12) months following the termination or expiration hereof, neither Party shall directly or indirectly solicit, recruit or encourage any of the other Party's employees to terminate their then-current employment for the purpose of becoming an employee of the first Party, provided that this provision shall not bar the employment by either Party of employees who choose to leave the employment of the other Party of their own volition without such solicitation, recruitment or encouragement by the hiring Party.

10 General Provisions

10.1 Equipment & Facilities. Client agrees that SpringPoint may utilize certain items of Client's equipment and may gain access to Client facilities. Client retains title and ownership in all of Client's equipment owned by Client and utilized by SpringPoint. Facility access may be denied for any reason at any time, however if access to facilities is denied, Client understands that SpringPoint may be unable to perform their duties adequately and if such a situation should exist, SpringPoint will be held harmless for nonperformance of duties it otherwise would have performed.

10.2 Passwords. Client acknowledges that SpringPoint may need access to any and all systems and resources to perform their duties under this contract. As such, SpringPoint must have access to any and all passwords necessary to perform duties under this Agreement. SpringPoint will safeguard such passwords while in its possession using the same level of care it exercises when safeguarding its own passwords, but in no case less than due care.

10.3 Waiver. The failure or forbearance of SpringPoint or Client to enforce any right or claim against the other party shall not be deemed to be a waiver by SpringPoint or Client of such right or claim or any other right or claim hereunder. The waiver by SpringPoint or Client of a breach hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other provision.

10.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject hereof and supersedes all prior proposals, agreements, negotiations, correspondence, demonstrations, and other communications, whether written or oral, between SpringPoint and Client. No modification or waiver of any provision hereof shall be effective unless made in writing signed by both SpringPoint and Client.

10.5 Severability. If any provision hereof is determined in any proceeding binding upon the parties hereto to be invalid or unenforceable, that provision shall be deemed severed from the remainder of the Agreement, and the remaining provisions of the Agreement shall continue in full force and effect.

10.6 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the obligation for the payment of money) on account of any cause that is beyond the reasonable control of such party.

10.7 Applicable Law and Venue. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Oklahoma. Client agrees it is subject to personal jurisdiction of the courts in Tulsa County, Oklahoma, and any dispute arising out of this Agreement requiring adjudication by a court of law shall be filed and heard in the venue of Tulsa County, Oklahoma.

10.8 Notices. Except where provided otherwise, notices hereunder shall be in writing and shall be deemed to have been fully given and received when mailed by registered or certified mail, return receipt requested, postage prepaid, and properly addressed to the offices of the respective parties as specified in the first paragraph of this Agreement, or at such address as the parties may later specify in writing for such purposes. The foregoing shall apply regardless of whether such mail is accepted or unclaimed.

10.9 Assignment. This Agreement shall inure to the benefit of, and be binding upon, any successor to or purchaser of SpringPoint whether by contract, merger or operation of law. Except for this limited right of assignment, neither party shall assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without the other party's prior written consent. Any attempted assignment or delegation in contravention of this provision shall be void and ineffective.

10.10 Arbitration. Except for the right of either party to apply to a court of competent jurisdiction for a Temporary Restraining Order, Preliminary Injunction, or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection and confirmation of the arbitrator, any and all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association (AAA) then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties or in accordance with AAA rules. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded to the prevailing party in the arbitration.

10.11 True Up. Client acknowledges that SpringPoint will annually access all systems and resources to perform a "True Up", a reconciliation of all devices supported, to determine if the original device count has increased or decreased which would warrant an adjustment to the monthly charge for the Client. Client further acknowledges that annual adjustments to licensing cost may be made to ensure compliance to licensing agreements.

Agreement and Acceptance

For The City of Glenpool:


Signature _____ Date _____

Timothy Lee Fox

Printed Name

Mayor

Title

For SpringPoint Technologies, LLC:

 6/20/16
Signature _____ Date _____

Printed Name

Title

**Addendum
Master Service Agreement
("Statement of Service")**

THIS "STATEMENT OF SERVICE," (AS THAT TERM IS DEFINED IN THE MASTER SERVICE AGREEMENT) IS AN ADDENDUM TO THE MASTER SERVICE AGREEMENT (SMS-COG.MSA-20160606-12.27)

SERVICE PROVIDER	AND	CLIENT
SpringPoint Technologies, LLC		The City of Glenpool/GUSA
4755 E. 91st St., Suite 100		12205 S. Yukon Ave.
Tulsa, OK 74137		Glenpool, OK 74033
United States		United States
P 918-584-3300 F 918-630-5776		P 918.322.5409

This Addendum to the Master Service Agreement ("Agreement") entered into by SpringPoint Technologies, LLC, dba "SpringPoint" and the City of Glenpool/GUSA ("Client") (each of SpringPoint and Client a "Party," and together the "Parties") is a Statement of Services to be performed by SpringPoint for Client.

1. Scope of Work

The primary scope of work is to: (a) provide on-demand support and routine preventive maintenance service; (b) make recommendations for improving existing systems; and (c) provide technical support for future designs and purchases of equipment, software, and license agreements. SpringPoint shall provide a detailed written report within 45 days of commencement of the Agreement awarded in accordance with the RFP and by April 1st for each subsequent year of the Agreement, of an analysis of Client's computer infrastructure and recommendations to improve Client's entire computer network and recommendations for computer hardware, software and licenses agreements. Below is a detailed list of services to be provided to Client regarding IT support and services.

A. Initial Assessment

Inventory all computer hardware, software and peripheral IT devices, and equipment owned by Client. This analysis will ensure that all license agreements are current, evaluate equipment efficiency, life expectancy, capacity, speed, and current process and make recommendations for improving Client's IT infrastructure system. A report on the initial assessment shall be submitted to Client within 45 days of accepting the Agreement and due annually by April 1 of each year of the Agreement to allow for purchases to be considered in Client's annual budget process.

B. Desktop Applications Support

Perform basic support functions including installing desktops, laptops, network printers and standalone printers as well as tablets and other computer peripherals and office automated software. SpringPoint will diagnose and correct desktop application problems, configure all computers for standard applications, identify and correct end-user hardware problems and perform advanced troubleshooting. SpringPoint will update and maintain an inventory of all computer related hardware and software licenses, and make available to City staff upon request. SpringPoint shall, when requested or necessary, act as an intermediary between the end-user and Client's ERP software provider to resolve support issues quickly and efficiently.

C. Server/Workstation Administration Services

Manage computer network and associated hardware, software, communications and operating systems necessary for the quality, security, performance, availability, recoverability and reliability of the Client's computer network system (the "System"). Monitor server performance and maintain data backup; verify data integrity for server and desktops/laptops. Ensure scheduled preventive maintenance for equipment is promptly performed; develop back-up plans and procedural documentation. SpringPoint shall be responsible for configuration management, including changes,

Addendum Master Service Agreement ("Statement of Service")

upgrades, patches, management of user logins and password security; support software products relating to servers and workstations; provide timely response to repair and maintenance work for end-users.

D. Network Administration Services

Provide maintenance and support of network equipment, including switches, firewalls, wireless access points, routers and other networks devices. Provide installation and maintenance of printer drivers, scanners, network devices and any other computer peripherals and computer devices. Analyze routine configuration changes and install software patches and upgrades as well as minor cabling, if needed. Design alert notifications to designated Client personnel in the event of failure. Provide proactive monitoring of network equipment including bandwidth utilization, and other performance indicators.

E. Email

SpringPoint shall manage Client's email server (unless a cloud-based option is selected) and shall be responsible for adding, deleting or changing employee email accounts of Client employees and ensuring that each email account is working efficiently and effectively free of uninterrupted errors. An email account notification shall be established for reporting IT maintenance problems and support requests. This account will be directed to both SpringPoint and a Client designee, and will serve as a record log for all IT support calls. SpringPoint will be required to document to Client, the response times and outcomes for all calls for service through this email account or other acceptable tracking mechanism.

F. Security and Backup Efforts

SpringPoint shall ensure that all Client servers, desktops and laptops are protected by antivirus software and that adequate firewalls are in place to prevent unwanted incoming or outgoing web traffic that may result in an intrusion into the System. The System shall be designed to notify Client employees when System securities are breached and/or when System hardware is not operating optimally. SpringPoint shall perform security audits as requested and notify Client personnel immediately of a suspected breach of security or intrusion detection. A data backup plan shall be established to prevent loss of data and functionality. SpringPoint shall configure the Client's System to enable remote access in a secure environment and provide remote access administration as requested by designated Client personnel. The effectiveness of security and backup efforts is contingent upon the Client following approved recommendations which may include the purchase of additional hardware and software systems.

G. Strategic Planning

SpringPoint shall provide technical leadership for major system enhancements, including installations and upgrades of new and existing systems. Examples include major server upgrade, storage system upgrades, redesign of backup systems, etc.

H. Training

SpringPoint shall provide end-user training in basic internet security and safe computing practices. Training shall be held semi-annually at Glenpool City Hall/Conference Center and one alternate facility location on a rotating basis. SpringPoint seminars are for information purposes only and are not to be construed as a replacement for formal or accredited training. SpringPoint makes no warranties to the efficacy of the seminars on individual computing practices and behavior.

I. On-Demand Response

SpringPoint shall offer on-demand response to end-user support requests. SpringPoint shall have access and be available during Client's normal business hours of 8:00 a.m. to 5:00 Monday through Friday for most Client services, and on a 24-hour emergency-only basis for Public Safety and Public Works employees and other key Client personnel. SpringPoint will be expected to perform maintenance service after hours and on weekends in situations which would least likely disrupt Client staff during regular business hours. The SpringPoint will be expected to guarantee a 2-hour response time for emergency

Addendum
Master Service Agreement
("Statement of Service")

situations.

The Client shall provide an adequate, regularly scheduled maintenance window and ensure that the window is communicated throughout the affected departments. Should a maintenance window require cancellation, the Client shall provide a 72-hour notice of the need to cancel. Client acknowledges that cancelling more than two scheduled maintenance windows within a single quarter may place the Client at risk at no fault of SpringPoint.

Further, Client acknowledges the occasional need to perform emergency maintenance to prevent or mitigate failure. Client will provide a reasonable accommodation for emergency maintenance when required and will notify SpringPoint of the appointed time. Emergency maintenance windows shall not replace the established maintenance window.

2. Confidentiality

Each of SpringPoint and Client hereby agree that they and their respective employees are bound by the non-disclosure and confidentiality provisions of the Master Service Agreement entered into by the Parties. SpringPoint agrees that Client may perform a criminal background investigation on any SpringPoint employees who have access to Client's System and SpringPoint will provide non-confidential employee information when requested by Client.

3. Non-Solicitation

During the term of the Agreement and for a period of twelve (12) months following the termination or expiration hereof, neither Party shall directly or indirectly solicit, recruit or encourage any of the other Party's employees to terminate their then-current employment for the purpose of becoming an employee of the first Party, provided that this provision shall not bar the employment by either Party of employees who choose to leave the employment of the other Party of their own volition without such solicitation, recruitment or encouragement by the hiring Party.

4. Miscellaneous

SpringPoint will be permitted to perform support procedures remotely when feasible; however, SpringPoint will be expected to perform support on-site when remote support is not successful or is inappropriate. The Client shall provide all necessary access when on-site support is required.

5. Fee Schedule

Dates	Service Description	Monthly Fixed Fee	Rate For Additional Users
July 1 2016 – June 30, 2017	Support of all Items, devices, and users requested from RFP above	\$3,519	\$69
July 1 2017 – June 30, 2018	Support of all Items, devices, and users requested from RFP above	\$3,624	\$71
July 1 2018 – June 30, 2019	Support of all Items, devices, and users requested from RFP above	\$3,710	\$73

Addendum
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Optional Recommended One time Services	Fixed Price
Office365 Migration Project Labor	\$6,900
Backup Management System. SpringPoint will design a backup environment in conjunction with the Client, based on specific Client requirements and current best practices with other clients, to backup and manage designated data within the organization. Once designed, the Client will receive a quotation to implement the design.	TBD

6. Agreement and Acceptance

For The City of Glenpool:



Signature

Date

Timothy Lee Fox

Printed Name

Mayor

Title

For SpringPoint Technologies, LLC:



Signature

Date

6/20/14

Printed Name

Davis Shont

President

Title



STAFF REPORT

To: HONORABLE MAYOR AND CITY COUNCIL
From: Lowell Peterson, City Attorney
Date: June 5, 2017
Subject: Adoption of Resolutions No. 17007 and 17008, to establish a policy and procedures for the search and hiring process of a new City Manager; and Appointment of an Interim City Manager

Background:

As the Council is aware, former City Manager Roger Kolman submitted his resignation effective May 15, 2017.

Past experience strongly suggests that the Council, and certain staff members, will profit from having a clear, succinct and efficient process in mind for selecting the best candidate for the position of CEO of our City. Resolution No. 17007 is a proposal to meet that need.

In addition, as indicated at Section 1 of the proposed Resolution, it is also necessary to appoint a capable interim City Manager to occupy that position until a permanent City Manager has been appointed.

Staff Recommendation:

Staff recommends that the Council consider, offer revisions as deemed appropriate, and adopt Resolution No. 17007 to establish a policy and procedures for the search and hiring process of a new City Manager; and Resolution No. 17008, to appoint an Interim City Manager.

I have also attached certain materials published by the Oklahoma and International City Managers' Association that might be helpful.

Attachments:

- Resolution No. 17007, Concerning the hiring process for a City Manager for the City of Glenpool, and establishing policies and procedures for such hiring process.
- City Manager Association of Oklahoma Resolution No. 2008-01, re confidentiality of applications.
- ICMA Recruitment Guidelines for Recruiting a Local Government Administrator
- ICMA Pamphlet on Council-Manager Form of Government
- ICMA Standard City Manager Employment Agreement
- Resolution No. 17008, Appointment of Interim City Manager

**CITY OF GLENPOOL
GLENPOOL, OKLAHOMA**

RESOLUTION NO. 17007

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GLENPOOL, OKLAHOMA, CONCERNING THE HIRING PROCESS
FOR A CITY MANAGER FOR THE CITY OF GLENPOOL, AND
ESTABLISHING POLICIES AND PROCEDURES FOR SUCH HIRING
PROCESS**

WHEREAS, pursuant Section 1-5-1 of the Code of Ordinances of the City of Glenpool, the City is under the statutory council-manager form of government and shall have all the powers, functions, rights, privileges, franchises and immunities granted, or which may be granted, by state statute to cities under the statutory council-manager form of government; and

WHEREAS, pursuant to Title 11 ("Cities and Towns"), Article X ("Council-Manager Form of Government"), Section 10-106 ("Powers Vested in Council"), and as implemented by Section 1-8-1 of the Code of Ordinances of the City of Glenpool, it is a function of the City Council to appoint a person to be the City Manager; and

WHEREAS, due to the resignation of the most recently appointed City Manager, effective May 15, 2017, the City Council is now required to select and appoint a new City Manager of the City; and

WHEREAS, the City Council desires to create a process that will encourage the most qualified applicants possible to consider employment with the City, and desires to complete the hiring within a timely manner; and

WHEREAS, approval of a written process will benefit the City Council, possible applicants, and the public by making the selection process as clear as possible; and

WHEREAS, approval of this Resolution is in the best interests of the residents of the City of Glenpool.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Glenpool, Oklahoma, as follows:

1. An interim City Manager shall be named and approved by majority vote of the Council at its meeting on June 5, 2017.

2. The City Council approves the following procedures in the hiring of a new City Manager:
- a. The City Council will appoint two of its members, the Director of Human Resources, the City Clerk, Chief of Police and City Attorney to constitute a review committee with the authority and duty to select no more than five from the field of candidates who submit an application and résumé, whom the review committee recommends for interviews by the whole Council, based on such candidates' experience, credentials and other qualifications the review committee deems relevant.
 - b. City staff is directed to advertise the position in all appropriate city management trade organization publications and/or on-line city management websites, to include without limitation those published by the Oklahoma Municipal League, the City Manager Association of Oklahoma, the International City Managers Association, and such other outlets as the review committee deems appropriate.
 - c. An application deadline of _____ [month] _____[date], _____ [year] is hereby established.
 - d. The review committee will draft language suitable for the purpose for such advertisements for publication, as adapted to conform to organizational publication policies.
 - e. All applications shall be submitted to the attention of the Director of Human Resources and shall be kept strictly confidential except as otherwise provided in this Resolution.
 - f. The HR Director shall distribute copies of the applications and résumés of all candidates whose submissions conform to the content requirements enumerated in published advertisements to the members of the review committee at least three days before the first meeting of the review committee. It shall not be the right or duty of the HR Director to make any independent judgment of any candidate's qualifications for the office of city manager.
 - g. The review committee shall convene at least once but no more than three times to evaluate the applications and résumés delivered to its members by the HR Director and to make its selection of no more than five candidates it deems eligible and qualified for the position of city manager. The HR Director shall deliver the selected finalist candidates' applications and résumés to the Mayor.
 - h. The Mayor shall direct the City Clerk to post notice of an executive session, in either a regular or special meeting, at which the finalist candidates' applications and résumés will be considered by all Council members present.

- i. Based on discussion in executive session, and with no vote taken, the Mayor shall determine which, or all, of the five finalist candidates the Council wishes to interview, and the Mayor will coordinate with the HR Director to establish a schedule of interviews, preferably all in one meeting of the Council.
 - j. The City Council will collectively interview, discuss and evaluate the finalist candidates, but without a vote of any kind, while in a subsequent executive session.
 - k. Once reconvened in regular session, the Mayor may request a motion, and a second, to select any of the finalist candidates as the Council's choice to be city manager. Such motions, when properly seconded, will continue until one candidate is selected by majority vote of the Council to be the city manager.
 - l. If no candidate receives either a motion, second or majority vote, the Council may either: reconvene in executive session to discuss and advocate for each member's selection before reconvening for a second vote; commence the recruitment and selection process for a second time; or take such other actions to resolve the impasse as the members deem necessary and appropriate.
 - m. If a candidate is selected by the Council to be the next city manager, the HR Director will notify the selected candidate and schedule an executive session at which the terms and conditions of employment will be discussed, with vote following in regular or special session. The HR Director will send expressions of appreciation to those candidates not selected.
- 3. The City Council establishes as a goal the objective of reaching unanimous approval of the candidate who is selected, although the selection may be by simple majority vote of all Council members (no vote may be taken during a meeting at which all members are not present).
 - 4. Each Council member is encouraged to seek input from members of the public about the characteristics and qualifications that are important to the residents for the selection process, to share their goals and expectations with prospective candidates and citizens to help establish shared goals for the Council and the community, and to individually consider those goals, characteristics and qualifications during the hiring process.
 - 5. The City Council will abide by the recommendations of the City Manager Association of Oklahoma regarding the integrity of the selection process and respect for applicants, and will not publicly disclose the identity of applicants (unless disclosure is approved in writing by the respective applicant).
 - 6. The City Council establishes a goal that the hiring process be completed by _____ [month] _____ [date], _____ [year].

Dated this ____ day of _____ 2017.

CITY OF GLENPOOL, OKLAHOMA

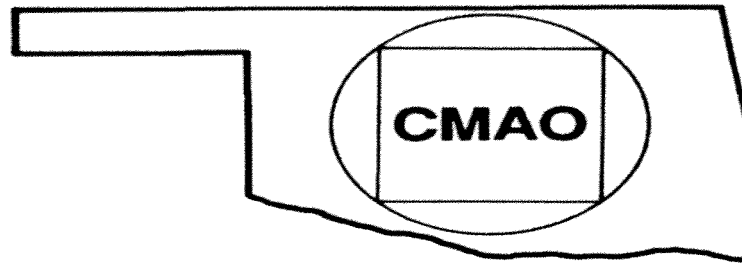
Timothy L. Fox, Mayor

ATTEST:

Susan White, City Clerk

Approved as to Form:

Lowell Peterson, City Attorney



CITY MANAGER ASSOCIATION OF OKLAHOMA

RESOLUTION NO. 2008-01

**A RESOLUTION OF THE CITY MANAGERS ASSOCIATION OF OKLAHOMA
CONCERNING THE PROPER HIRING PROCESSES FOR CITY MANAGERS IN
THE STATE OF OKLAHOMA**

WHEREAS, a number of entities have proposed guidelines and procedures concerning the hiring process, including the role of the public during the interview and selection of City Managers and Town Administrators in the State of Oklahoma;

WHEREAS, the City Managers Association of Oklahoma represents the interest of City Managers, Town Administrators, and other management professionals for municipalities within the State;

WHEREAS, the role of the public in the selection and interview process is an important issue for the municipalities and professionals involved in the selection process;

WHEREAS, the approval of guidelines concerning the selection process will benefit the public, municipalities, applicants and professionals involved in the selection process;

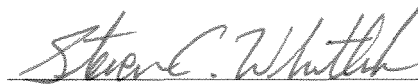
NOW, THEREFORE BE IT RESOLVED by the City Managers Association of the State of Oklahoma, as follows:

1. A practice that applicants for vacant management positions be publicly disclosed is not required by law, and said disclosure may discourage good and qualified candidates from applying for vacant positions.
2. The interest of the public is protected in the selection process by the involvement of an elected body that represents the interest of the municipality and the public in the selection process.

3. The City Managers Association of Oklahoma recommends that all municipalities in Oklahoma respect the interest of applicants for management positions, create processes that encourage the greatest number of qualified candidates, and acknowledge the significance of confidentiality in the application and interview process for management positions.
4. All City Manager applicants are encouraged to submit this Resolution with their application to inform municipalities of the importance of this issue for the profession in Oklahoma.

Approved by the membership of the City Managers Association of Oklahoma

CITY MANAGERS ASSOCIATION OF
OKLAHOMA

A handwritten signature in cursive script, reading "Steven C. Whitlock", is written over a horizontal line.

Steven C. Whitlock, President

Recruitment Guidelines for Selecting a Local Government Administrator



January 2012

ICMA

Leaders at the Core of Better Communities

Recruitment Guidelines for Selecting a Local Government Administrator

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About ICMA

ICMA advances professional local government worldwide. Its mission is to create excellence in local governance by developing and advancing professional management of local government. ICMA, the International City/County Management Association, provides member support; publications, data, and information; peer and results-oriented assistance; and training and professional development to more than 9,000 city, town, and county experts and other individuals and organizations throughout the world. The management decisions made by ICMA's members affect 185 million individuals living in thousands of communities, from small villages and towns to large metropolitan areas.

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202-289-ICMA (4262)
icma.org

Preface

This *Recruitment Guidelines for Selecting a Local Government Administrator* was first published just over ten years ago. While a lot has changed in ten years, the basic process for selecting a chief administrator¹ has remained substantially the same. It still requires careful planning, astute evaluation of candidates, and a clear understanding of the relationship between the governing body² and the chief administrator. In this edition, however, new focus has been given to the ICMA Code of Ethics—the foundation of the local government management profession—and the emergence of the Voluntary Credentialed Manager program.

The Task Force on Recruitment Guidelines was formed in Fall 2010 and consisted of a very diverse group of ICMA members (many of whom have served on the ICMA Executive Board), Range Riders (former local government practitioners), younger members of the local government management profession, and representatives from executive search firms. From its only face-to-face meeting at the 2010 ICMA Conference in San José, this Task Force embraced the challenge of updating the guidelines. Over the next several months, we formed work groups to focus on three key elements of the process: recruitment, selection, and negotiation. After countless conference calls and emails, the new and improved *Recruitment Guidelines for Selecting a Local Government Administrator* emerged.

The Task Force consisted of the following ICMA members:

Jane Bais-DiSessa

City Manager
Berkley, Michigan

Bill Baldridge

Executive Search Committee
Former City Manager
Michigan Municipal League

Troy Brown

Assistant City Manager
Livermore, California

Garry Brumback

Town Manager
Southington, Connecticut

Charlie Bush

City Administrator
Prosser, Washington

Mike Casey

Partner
Management Partners, Inc.
Cincinnati, Ohio

Tony Dahlerbruch

City Manager
Rolling Hills, California

Ed Daley

City Manager
Hopewell, Virginia

Tim Ernster

City Manager
Sedona, Arizona

Tom Fountaine

Borough Manager
State College, Pennsylvania

¹ Chief administrator refers to a manager, administrator, or executive of a local government.

² Governing body refers to the elected officers of a town, village, borough, township, city, county, or a legally constituted council of governments.

Peter Herlofsky

Former City Administrator
Farmington, Minnesota

Kay James

City Manager
Canandaigua, New York

Dave Krings

Former County Manager
Hamilton County, Ohio
Peoria County, Illinois

Debra Kurita

Former Assistant City Manager
San Bernardino, California

Juliana Maller

Deputy City Manager
Park Ridge, Illinois

Bob Murray

President
Bob Murray & Associates
Roseville, California

Andy Pederson

Village Manager
Bayside, Wisconsin

Sheryl Sculley

City Manager
San Antonio, Texas

William Sequino

Town Manager
East Greenwich, Rhode Island

Paul Sharon

ICMA Range Rider, Florida
Former Town Manager
Ashland, Massachusetts
North Andover, Massachusetts

Scot Simpson

City Administrator
River Falls, Wisconsin

Charlene Stevens

City Administrator
Willmar, Minnesota

Larry Stevens

City Manager
Edmond, Oklahoma

Bill Taylor

Field Services Manager
Municipal Association of South Carolina
Columbia, South Carolina

Michael Van Milligen

City Manager
Dubuque, Iowa

Melissa Vossmer

City Manager
Angleton, Texas

Michael Willis

General Manager
Shellharbour City Council
New South Wales, Australia

Special appreciation is extended to Tom Fountaine for serving as the negotiation section chair; Peter Herlofsky, selection section chair; and Debra Kurita, recruitment section chair. Debra Kurita deserves special recognition as she labored many hours converting writing styles and formats into one consistent, easy-to-read document. On behalf of ICMA, I am grateful for the active engagement of each Task Force member. Special thanks to Jared Dailey of the ICMA staff, who assisted in the overall coordination of the Task Force.

It is the hope of the Task Force that this guidebook is promoted and distributed to those who are in the environment to hire a chief administrator for a community. To the governing body representatives who use this guidebook, we thank you for your service to your communities and wish you every success in finding the professional local government manager to help you guide your community to be the best it can be.

In closing, it has been my privilege to have served as the chair of this Task Force.

Bonnie Svrcek
Deputy City Manager
Lynchburg, Virginia

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1. Introduction

"Thousands of decisions are made every day in cities, towns, and counties that determine our quality of life.... Professional managers craft the plans and make the decisions that transform good communities into great ones.

—International City/County Management Association (ICMA)

Selecting a chief administrator is perhaps the most important decision that elected local officials will make for their community.

This guidebook was created by experienced, seasoned local government managers. It is designed to help elected officials, human resource professionals, local government staff, and professional executive search firms navigate the recruitment, selection, and negotiation processes to find the individual who is best suited to serve as the chief administrator. The chief administrator is like an orchestra conductor, directing and managing a team of professional, administrative, and field staff while interpreting and working toward the goals and objectives of the community's elected officials.

This guidebook offers best practices that will be most meaningful to you and your community in selecting a chief administrator. Because all communities, governing bodies, and chief administrators are not the same, this is not a "one size fits all" guidebook. Nevertheless, the local government managers who created this document are firmly committed to the ICMA Code of Ethics, which is a non-negotiable foundation for professional local government management, and strongly recommends that the hiring governing body use the Code of Ethics as a tool in its search for a professional local government manager. Herein, we explain recruitment choices and the selection processes to fit the unique size, culture, and dynamics of an individual community. Topics include provisions for interim management; the spectrum of resources available to assist in the recruiting process; applications, communications with applicants, and interviews; compensation; and transition. The appendices provide the ICMA Code of Ethics, ICMA Compensation Guidelines, a directory of professional organizations that are likely places to advertise for a chief administrator, potential interview questions, the do's and don'ts of applicant relations, and the ICMA Model Employment Agreement. Using this guidebook can make recruiting and selecting a new chief administrator a positive, enjoyable, and unifying experience for you and your colleagues as elected officials.

As you use this resource, you will see highlighted in the margins important points for selecting the best individual for the position.

When faced with an upcoming or immediate vacancy in the chief administrator position, the governing body must quickly address the following questions:

- What should we do to ensure that the affairs of the local government are properly administered until a new chief administrator is selected and on board?
- How do we conduct a recruitment to fill the vacancy?

The following material provides tips and guidelines on the processes that the governing body needs to employ to successfully answer these questions. It identifies and discusses the key elements of managing the organization between the time that one chief administrator departs and another arrives, as well as the major decision points in conducting the recruitment, selection, and negotiation processes for appointing the new chief administrator.

Professional local government managers are committed to

- Serving as stewards of representative democracy
- Practicing the highest standards of honesty and integrity in local governance, as expressed through ICMA's Code of Ethics
- Building sustainable communities as a core responsibility
- Networking and exchanging knowledge and skills across international boundaries
- Lifelong learning and professional development
- Financial integrity and responsibility for management of the community
- Implementing best management practices.

2. Managing the Organization during Recruitment

The governing body must act thoughtfully and deliberately in determining how to ensure that the operations of the local government are properly managed during the period before a permanent chief administrator is selected and on the job. When faced with a vacancy in the chief administrator position, the governing body needs time to carefully consider the qualities, expertise, and experience it hopes to find in a new administrator and to use the agreed-upon criteria to develop the administrator profile. It then needs sufficient time to recruit and select the best possible successor who meets these criteria. While that is happening, however, it is important that the governing body identify a professional who will act as the chief administrator and properly manage local government operations while the recruitment process is underway.

Major Decision Point: Appointing an Interim Administrator

If the vacancy is the result of a planned retirement, the governing body may consider asking the current administrator to continue leading the organization for a short period of time on a contract basis. Alternatively, the governing body may elect to consult with the outgoing administrator regarding possible staff members who could fill this role.

In some cases, the members of the governing body may agree that they have confidence in a specific staff person. If there is an assistant administrator, for example, the governing body may appoint that person as interim administrator. If this assistant will be considered for the permanent position, the appointment as interim administrator will provide the elected officials with an opportunity to observe firsthand how the assistant handles the job. Another option is to appoint an assistant or department director (who will not be a candidate for the position); someone who is mature, seasoned, competent and respected by fellow employees.

Should the governing body determine that there is no one on staff who it can or wants to appoint as the interim administrator, it may decide to retain the services of a retired administrator or an administrator who is between jobs. State associations, municipi-

pal leagues, or ICMA Range Riders are resources for identifying potential interim administrators.

The governing body should publicly announce the appointment of the interim chief administrator. Regardless of who is appointed, it should be made clear to all local government officials and staff that the interim chief administrator is responsible for implementing governing body policy and overseeing operations. It should also be made clear that if the interim administrator is ultimately selected to fill the position permanently, it will be because that person has proven to be the best among all the applicants.

Interim Management: The Governing Body's Role

Obviously, the local government must continue to operate during the interim between the departure of the current chief administrator and the appointment of the new one. The governing body and interim management team should do whatever is necessary to make sure that important projects and service delivery continue to move forward. It is important to reiterate that the governing body has the responsibility to make it clear to the staff and community that the interim administrator is in charge of the organization's operations.

The governing body should consider deferring new initiatives, when possible, until the new administrator is appointed and on the job. After all, to ensure effective administrative leadership in the future, it is desirable that the new administrator be involved in as many policy decisions as possible. Just filling a vacant department director position, for example, is an opportunity for the new administrator to begin building an administrative team. In fact, such an opportunity can be used to pique the interest of potential applicants during the recruitment process.

Although it is not desirable for the governing body to immerse itself in the administrative affairs of the local government, its members should be briefed about current organizational problems and the status of important projects before the current administrator leaves, if possible. In this way, the governing body may monitor progress on important matters, provide direction, and set priorities for the person selected as interim administrator.

3. Initiating the Recruitment

The governing body should initiate the recruitment process immediately after the official decision has been made regarding resignation, retirement, or termination. Failure to do so can potentially generate rumors within the community by various interested parties who may attempt to exert pressure on members to quickly fill the vacancy. The members of the governing body must bear in mind that an impulsive response to this pressure can be divisive for them and can damage their credibility. They must take charge of the recruitment: they must determine the process that will be used to recruit and select the best administrator, and make that decision clear to all concerned.

There may be a number of special circumstances that influence the approach and timing used to recruit a new chief administrator. The following examples provide some tips for addressing those circumstances:

- **Vacancy due to the chief administrator's termination or resignation under pressure.** If the position is vacant because the former administrator was terminated or forced to resign, neither the local government nor the former administrator will benefit from a public quarrel. It is far better for all concerned to mutually decide on a timetable for the administrator's departure. If this departure is handled professionally and in a mutually respectful manner, there is less likelihood for controversy and ill will to arise around the issues of the separation. Further, and from a recruiting standpoint, handling a difficult situation well will enhance the local government's image and thus its ability to attract quality applicants.
- **Vacancy occurring prior to an election.** Occasionally, a governing body will delay initiating the recruitment process because an election is pending. But even in the face of an election, it should prepare for the process by developing the administrator profile (described in full later in this document) and determining how the recruitment will be conducted so as to reduce the time lapse between the departure of one administrator and arrival of another.
- **Vacancies due to newly adopted council-manager form of government.** If the position is vacant because voters either just approved the formation of or adopted a change to the council-manager form of government, the beginning of the search for a new chief administrator will depend on when the change becomes effective. Depending on the circumstances, it may be possible to have applications on file by the time the new members of the governing body are sworn in. In any case, the recruitment process should be initiated as soon as possible.

4. Conducting the Recruitment

There are several major elements and decision points in the recruitment process. This section of the handbook provides tips and guidelines for the governing body in determining the approach to use in this part of the process.

The governing body has three major choices for conducting the recruitment. It can:

- Conduct the recruitment in-house
- Retain an outside party to conduct the recruitment
- Use a hybrid approach and conduct the recruitment in conjunction with an outside party.

In-House Expertise Method: Recruitments Conducted by the Local Government

If the governing body chooses to conduct the recruitment in-house, it should be with the understanding that the task will be time-consuming and complex. The governing body may also have to decide whether to conduct the process as a body, delegate the responsibility to the chairperson, or assign the task to a committee of its members. If it elects to delegate the responsibility to one or more of its members, it must be sure to select people who are well respected and have the time to provide the necessary leadership and follow-through.

To provide support in the process, the governing body should seek the assistance of the local government's human resources officer and municipal attorney. In conducting the recruitment in-house, staff can work with the governing body to develop the administrator profile and design an effective and legal recruitment and selection process. Staff can also be responsible for the administrative tasks of placing advertisements, collecting résumés, and scheduling interviews. However, the governing body or its delegated members will approve the selection of the final candidates and conduct the interviews, and, of course, the body as a whole will make the final selection. In this scenario, staff serve as a resource throughout the entire recruitment process.

Outside Expertise Method: Recruitments Conducted with an Outside Party

The governing body can retain an outside party to conduct the recruitment. In some cases the interim or a retired administrator may be asked to coordinate the recruitment process. More often, however, the governing body will contract with a firm that specializes in providing executive search assistance.

When using an executive search firm, the governing body plays an active role in the process. It develops the administrator profile, approves the selection of the applicants, interviews the candidates, and, of course, makes the final selection. The benefit of using an executive search firm is the expertise that the firm brings to the process and its ability to coordinate the recruitment.

Typically the executive search firm begins by meeting with the elected officials either individually or as a group to help them develop the administrator profile. It is the firm's responsibility to facilitate these discussions and help the governing body reach a consensus. After this matter has been settled, the firm coordinates the overall process and assumes responsibility for all tasks until it is time for the elected body to select and interview candidates. During this process, the firm updates the governing body, keeping the members informed of its progress. As the firm will be responsible for all the administrative details, the role of the staff is usually limited to providing information about the local government and coordinating with the firm.

Governing bodies that use an outside service should ensure that a reputable firm, one familiar with the special requirements of local government management, is selected. The experience of the firm should be checked through contact with references—in particular, representatives of local governments that have used its services. Further, the governing body should be fully aware of the costs and benefits when deciding whether to use outside expertise.

Hybrid Method: In-House in Conjunction with Outside Party

In the third alternative, the governing body can conduct the recruitment in-house and supplement the process, where necessary, with assistance from an executive search firm or another outside source, such as an the ICMA Range Rider.

In some cases, the governing body may seek assistance at the beginning of the process to facilitate the discussion, develop the administrator profile, and

determine the structure of the recruitment process. In other cases, local government officials may initiate the process in-house by developing the profile and advertising for the vacancy, and they may then use an outside source to help review résumés, conduct reference checks, and structure the interview process. This alternative may be most appropriate if cost is a concern; however, because it also presents opportunities for lapses in communication, the exact responsibilities of each party must be clarified in a written agreement.

5. Key Elements of the Recruitment Framework

Regardless of the method chosen for conducting the recruitment, the governing body must develop a framework for the recruitment process. It must agree at the outset on a number of key issues critical to the success of the recruitment, including criteria for the administrator profile, compensation range and components, and timing and geographic scope of the search.

Major Decision Point: Development of an Administrator Profile

The most significant decision point for the governing body in the recruitment of a new administrator is to define what the members are looking for—that is, to create the administrator profile. The profile will encompass those qualities, characteristics, experience, and areas of expertise that would be found in an ideal candidate. Only by considering how applicants compare and measure against one another and, of course, against the established criteria, can the governing body be sure that the candidate it appoints has the appropriate combination of work experience, management experience, and leadership style to be successful in the position.

The governing body should begin with a survey of its needs and those of the organization. To determine the needs of the organization, the governing body should invite input from the department directors. Items to be considered include size of the local government, composition of the community, services provided, and overall objectives and priorities of the governing body. The work experience, skills, and expertise of the candidates must relate to these factors. The governing body should also consider both the “nuts-and-bolts” skills and abilities, such as budgeting, human resources, and technological know-how, and the “soft” skills, such as the ability to work with people and to lead an organization. These criteria will form the basis for reviewing résumés, selecting finalists, and making a hiring decision.

Unless the governing body can come to consensus on these criteria, it may be difficult to find the right candidate. By reaching consensus, however, the governing body will be better able to inform the applicants on what it is looking for in a chief administrator.

The ICMA Voluntary Credentialing Program recognizes professional local government managers qualified by a combination of education and experience, adherence to high standards of integrity, and an assessed commitment to lifelong learning and professional development. For more information, visit www.icma.org/en/icma/members/credentialing.

Developing the administrator profile helps the governing body define its needs and establishes the groundwork for generating a rich pool of applicants with the skills and abilities to address the needs of the governing body, the community, and the organization.

Decision Point: Community Engagement in Administrator Profile

The governing body must decide whether to engage community members or committees in the recruitment process. In most cases, the local government assumes responsibility for the recruitment and conducts the process without involving members of the community.

In some cases, however, a governing body may seek input from community members or committees when developing the administrator profile. This not only allows the community to be part of the process but also may provide the governing body with a better understanding of the role of the administrator. Depending on the method that the governing body uses to conduct the recruitment, gathering input from the community would be facilitated by staff, the outside recruiter, or the elected officials.

Although community input will be valuable, the governing body will ultimately determine the qualities and experiences to be incorporated into the administrator profile, and this should be clearly communicated to the community. It is, after all, to the governing body that the new administrator will be directly reporting.

Governing bodies need to be very alert to the dangers of either hiring a clone of the outgoing administrator, assuming that person is leaving on good terms, or a polar opposite, assuming that person is leaving on less than good terms. The importance of evaluating the current needs of the governing body and locality cannot be overstated.

Major Decision Point: Administrator Compensation

Another critical element to be considered at the outset of the recruitment process is administrator compensation. It is important for the local government to have some general understanding of the acceptable salary range, but it is also important to have some flexibility. Some local governments identify a range; others provide the salary of the current administrator as an indicator; and still others may leave the salary open, to be commensurate with the new hire's background and experience. The governing body will also determine other components of the administrator's compensation, such as deferred compensation, vacation accrual, and professional development allowances.

It is important for the governing body to make clear that it wants the best administrator it can find. In general, potential applicants for the position will want to have some indication of the salary range and compensation package. But that will be only one of many factors that they will use in deciding whether to apply.

ICMA has developed compensation guidelines for negotiating salary and benefits for local government positions. These guidelines are provided in Appendix B and are also available online at www.icma.org/compensationguidelines. The actual compensation package will be negotiated with the final candidate at the conclusion of the recruitment process.

Schedule

Since top candidates often view applying for a new job as a major career decision, it is important that they have adequate time to consider the opportunity, discuss it with their families, and prepare an appropriate résumé. Similarly, the governing body, staff, or executive recruitment firm needs sufficient time to review résumés and conduct reference checks to ensure that good candidates are not overlooked and that finalists meet the desired qualifications. It cannot be overemphasized that the recruitment should move forward expeditiously while also allowing adequate time for a thorough and comprehensive search.

The timing of the recruitment can sometimes be affected by publication deadlines, which are important in terms of properly advertising the vacant position. An ideal timetable would provide **at least sixty days** from the start of the recruitment to the deadline for submitting résumés; **thirty days** to review résumés, conduct background checks, interview candidates, and make a final selection; and **at least thirty days** for the new administrator to relocate. To maximize flexibility in the process, the governing body may advertise the position with an "open until filled" statement.

Profile: Impact of Special Circumstances:

As the governing body decides on the criteria for the administrator profile, three types of situations should receive special consideration:

1. A local government that has just changed its form of government will ordinarily need an administrator who can inspire local government officials with the enthusiasm needed to implement the new structure. A first administrator in a new structure should be adept at public relations and at establishing relationships with incumbent officials and employees.
2. When an administrator has been dismissed or has resigned under pressure, the governing body tends to look for strengths in areas in which the outgoing administrator showed weaknesses. There are dangers, however, in overcompensating for qualities that have led to dissatisfaction. If the outgoing administrator gave too much freedom to subordinates, for example, suddenly changing to a strong disciplinarian might result in antagonisms that would only lead to further problems. Sometimes a new administrator will be confronted with major problems that must be addressed immediately. If such a situation is anticipated, the governing body should make these circumstances known to any applicant who is being seriously considered.
3. When a popular administrator retires or moves to another local government, the governing body may ask for this person's assistance in the search for a successor. However, the governing body should not overlook the possible need for new strengths or different qualities.

Geographic Scope

Another factor to consider in determining the recruitment framework is the geographic scope: should the search be nationwide, statewide, or regional? A broad geographic search may attract more applicants who have demonstrated an ability to manage in a complex urban environment. On the other hand, a focus on the local government's state or region may provide applicants who have a better understanding of and orientation to local problems, legal issues, financing alternatives, and similar matters. In any event, the new administrator will provide a fresh perspective on the issues and challenges facing the community and the organization.

From the applicant's perspective, it is assumed that the local government is looking for the best candidate and that all résumés, regardless of where the applicant currently works, will be reviewed carefully. The determination of the scope of the recruitment will influence the advertising and outreach strategies used.

Advertising and Outreach Strategies

In order to generate a sufficient and diverse pool of qualified applicants, the governing body should develop advertising and outreach strategies.

Advertising Campaign It is to the advantage of the local government to ensure that every professional who might have an interest in the vacant position is aware of the opportunity to apply for it. Therefore, it is important that the advertising campaign be comprehensive and include a carefully worded advertisement. This does not mean, however, that the campaign has to be extensive or expensive. Most local governments, for example, avoid advertising for an administrator in general circulation newspapers unless there is a local requirement to the contrary; this is an expensive form of advertising that does not reach the targeted audience.

More effective vehicles for advertising for chief administrators can be found with organizations that are directly related to local government. In addition to ICMA, the following sources should be considered:

- National League of Cities
- National Association of Counties
- National Association of County Administrators
- National Forum for Black Public Administrators
- International Hispanic Network
- American Society for Public Administration.

Resources at the state level include state municipal leagues, county associations, and municipal assistants organizations. Many of these organizations publish newsletters or magazines and have an online presence; the subscribers to these resources are the men and women in the public administration and local government management professions. Addresses and websites for these resources are listed in Appendix C.

Local governments have some flexibility when preparing and placing advertisements, but at a minimum, the advertisement should include the following:

- Title of the vacant position
- Name of the local government
- Population of the local government
- Amounts of the operating and capital budgets
- Number of full-time employees
- Services provided
- Statement regarding the compensation package
- Filing deadline, including any special items of information desired such as current salary and work-related references
- A brief description of key areas of interest and desirable experience and qualifications (or a reference or email link to the administrator profile)
- Indication of whether residency is required
- A timetable indicating the principal steps and timeframe for the overall recruitment
- Where and to whom to send résumés with a notation as to whether email submittals are acceptable or required
- Website of the local government.

It should be noted that some publications permit the use of display ads that incorporate the local government logo and/or graphics within an innovative format.

In addition to the advertisement, the governing body, through the staff or the executive recruiter, will usually develop a printed brochure that describes the community, the organization, and the position, as well as providing the administrator profile and the governing body's key goals and objectives.

Outreach Strategy While advertising can generate outstanding applicants and the local government should look closely at all received résumés, the governing body should supplement the advertising campaign by identifying an outreach strategy to ensure that the search extends to the widest possible pool of

qualified applicants. The outreach strategy may have a number of approaches for attracting external candidates, encouraging superior internal candidates to apply, and promoting diversity in the applicant pool.

For External Applicants Useful sources of information about potential external candidates include the current administrator, former and retired administrators, members of the local government, local government officials in adjacent communities, executive directors of state leagues, directors of university public administration programs, leaders of regional municipal assistants, and ICMA Range Riders.

When determining an outreach strategy, the governing body, in conjunction with staff or the recruiter, could consider sending letters to identified individuals advising them of the opening and inviting them to send a résumé if they are interested in the position. The correspondence should include a basic package of information describing the local government and the vacant position. For the purposes of confidentiality, all correspondence should either be sent to the applicant's private residence or marked "Personal and Confidential" if sent to the workplace.

Shortly after the letter has been mailed, a follow-up telephone call should be made to confirm that the correspondence was received, assure the recipient that it was not a form letter, indicate why the position may be a good career opportunity, and answer questions. The same deadline for submitting résumés should be used in both the advertisements and the supplemental letters of invitation.

For Internal Applicants The local government should be sure to inform its employees of the vacancy and of how and when to apply. The governing body itself may directly invite one or more employees, such as the assistant city administrator or a department

director, to submit a résumé, or it may do so indirectly through staff or the executive recruiter. Whether in-house applicants are solicited or apply on their own, it is important that they be treated in the same manner as other applicants.

It should be made clear that if an in-house applicant is ultimately selected, it is because the governing body has determined that the candidate was the best choice of all those who applied. While most applicants will receive written notification of their status, the governing body may decide to talk personally with any in-house applicant who was not selected in order to provide good communication with staff, maintain morale, and help ensure an orderly and positive transition.

For Diversity of Applicants Development of a strategy to generate a diverse applicant pool helps to ensure a broad cross-section of candidates. A rich pool with applicants of both sexes and from different races and ethnic backgrounds is beneficial because the chosen candidate will likely bring a different perspective to the organization. Having diversity within a local government can enhance the organization's overall responsiveness to an increasingly more diverse spectrum of residents, improve its relations with surrounding communities, increase its ability to manage change, and expand its creativity.

In addition, the governing body may develop an outreach strategy to encourage the participation of applicants from diverse professional backgrounds. Organizations large and small use executive members of their staff on various levels, and there is often a significant wealth of knowledge to be found among candidates who have had successful careers as assistant city administrators, as department heads, and in other management positions.

6. Key Elements of the Application Process

The application process is the point where effective screening of candidates begins. For this part of the recruitment to be successful, the governing body must proceed carefully and with considerable thought. This section addresses issues such as whether to use a standardized application form; how to provide potential applicants with key information about the position and the local government; and the importance of establishing and maintaining good relations with applicants. High-quality applicants are more likely to pursue the vacancy if the local government can portray itself as a well-run, organized, and efficient organization.

The Application Form

Most local governments prefer to ask applicants to submit a résumé in whatever format the applicant determines will be most effective, rather than a standardized application form. For the applicant, this approach provides flexibility to present past work experience in a way that relates directly to the position in question. At the same time, it permits the local government to see how the applicant organizes and presents material in a written format. The manner in which materials are prepared can be an indication of real interest in the position.

A standardized application form is not recommended in recruitments for the governing body's top administrative professional. If one is used, however, it should be easy to complete, and the information requested should be relevant to the vacant position. Regardless of the form of application, the applicant should be required to submit a cover letter and résumé.

The Local Government Information Packet

Serious applicants will not submit a résumé for consideration until they have done their homework and have satisfied themselves that the position represents a good career opportunity. Often they will seek information from local government officials about the community, the organization, and the position.

This is one of the first contacts that will form an impression of the local government on the potential applicant. If the impression created is that the

Two critical elements of applicant relations are important to stress: keeping the candidates informed of the status of the process and maintaining confidentiality.

recruitment is well organized, that the local government officials know what they are looking for and are consistent in the message, and that sufficient information about the locality is easily obtained, potential applicants are more likely to form a positive image of the position and the governing body in deciding whether to apply.

To help disseminate the same information to all applicants, the governing body could put together a packet of information that includes:

1. A copy of the outreach brochure or other documents that provide the criteria for the position, indicating key objectives and priorities and the administrator profile
2. Ordinance or charter requirements if they contain significant or unusual provisions regarding the position
3. Summary information about the local government, including organizational structure, personnel practices, number of employees, services provided, and budget data
4. Information about the community in the form of a chamber of commerce brochure or similar publication, if such is attractively prepared and available
5. Websites that contain information on the local government and community
6. The name, phone number, and e-mail address of a contact person.

Applicant Relations

Appendix E in this handbook provides some basic do's and don'ts regarding applicant relations and the recruitment process. The two key areas that are important to stress are candidate status notification and confidentiality.

There is no faster way to damage the image of the local government and to lose good applicants than to violate the trust or assurance that was given regarding confidentiality.

Candidate Status Notification As a rule, it is important to engage in the simple and courteous steps of acknowledging résumés as they are received and of notifying applicants of their status as the recruitment proceeds. Prompt acknowledgment of résumés is one indication that the process is being handled in a businesslike manner, and it can add to the applicant's positive impression of the organization. This acknowledgment also should inform the applicant of the recruitment timetable. Unless there are unusual or unanticipated delays, this response should be sufficient until applicants are actually notified as to their final status. To maintain confidentiality, all correspondence should be directed to the applicant's home, not business address.

Additionally, if special circumstances arise (such as a recall election) that might cause a delay in either the recruitment or the selection process, it is important to communicate any changes in the established schedule to all applicants.

Similarly, notifying all applicants as to their status, even if they are not selected as finalists, is a basic courtesy that will affect how the candidate views the local government.

Maintaining Confidentiality Confidentiality is an important consideration in any recruitment. Present job security and long-term career opportunities could

be jeopardized if an applicant's interest in another position is made public prematurely. While applicants realize that the local government will want to contact their current employers to conduct background checks and assess their job performance, they typically prefer to wait until it is clear that they are going to be considered as finalists who will be invited to the second interviews for the position.

The governing body should determine, at the outset, the extent to which the recruitment process will be confidential. The governing body, in consultation with the local government's attorney, should decide the level of confidentiality due to the varying open record and disclosure statutes between the states. If applicants' names are likely to be disclosed at any point, potential applicants should be advised so that they may take it into account in deciding whether to pursue the vacancy.

From a recruiting standpoint, assurance of confidentiality will result in more applications being submitted, particularly from those who are currently employed elsewhere. As confidentiality is important to both parties, such assurances should be honored, and applicants should be given adequate time to notify their current employers before those employers are contacted by the recruiting local government.

7. The Role of the Media in the Recruitment Process

Members of the media will obviously have an interest in the recruitment process and their involvement will be dictated in part by state law and in part by tradition. At the outset, local government officials should brief the media on the timing and steps involved in the overall process. After the deadline has passed for submitting résumés, the governing body may decide to brief the media and the community on the overall response.

As the confidentiality of résumés is a major concern in any recruitment and can significantly affect the number and quality of résumés received, applicants should be apprised of any applicable state laws in this area, and the governing body, with advice from the local government's attorney, should determine what information will and will not be made available to the media.

8. The Selection Process

Once the deadline for submitting résumés has passed and all applications have been received, the selection process begins. Principal steps are as follows:

- Reviewing the applications
- Determining which candidates will be interviewed
- Interviewing the candidates
- Making the final selection.

Reviewing the Applications

The selection process begins with a review of the applications and résumés that have been submitted. Depending on how the governing body has chosen to conduct the recruitment, the participants involved in this initial review may be the body as a whole, the chief elected officer, a subcommittee of the governing body, the staff, or the executive recruitment firm. Alternatively, some local governments have used a panel of chief administrators from other local governments to serve as a screening panel. Regardless of who performs the screening, the objective of the initial review is to identify those candidates who best reflect the qualities, characteristics, experience, and areas of expertise that were defined in the administrator profile.

Major Decision Point: Determining the Candidates to Be Interviewed

The determination of the candidates to be interviewed is a significant decision point in the selection process. The objective here is to narrow the total group of applicants to a smaller group that will continue to the next step.

Initial Background Check After the group of applicants has been narrowed down to those who meet the qualifications described in the administrator profile, the list may be further refined by confirming educational credentials and conducting online checks. Such reviews should not violate the confidentiality of the applicant pool. For online checks, it is important to consider the source and avoid drawing hasty conclusions from these sources.

Selection of Candidates After the review of the résumés and the initial background check, the participants in this process should meet with the governing body as a whole to recommend which applicants should be invited to an interview. The chosen group of candidates should be large enough to expose the governing body to an array of personalities. In most cases, **five to ten candidates** should be selected. The governing body may also establish a secondary list of candidates who could be invited to the interview if one or more of the first group of candidates decline or are unable to continue with the process.

Informing the Candidates Once candidates have been selected, the governing body representative, the staff, or the executive recruiter should contact the each candidate by phone and do the following:

1. Inform the candidate that he or she has been selected to be interviewed and offer congratulations (the candidate should be made to feel that the governing body is pleased to have reviewed his or her résumé). At the same time, confirm the candidate's continuing interest in the position.
2. Advise the candidate of: the nature of the interview process, including date and time, number of other candidates, whether there are any in-house candidates, and when a decision is expected to be made. Indicate that all the details and information will be confirmed in a written correspondence. If email is to be used for this correspondence, confirm the candidate's email address.
3. As described in the section on applicant relations, the governing body should have already determined the extent to which the recruitment process will be confidential. At this point, the candidate should be advised if the names of candidates are to be made public and be given the opportunity to withdraw.
4. Confirm that the candidate has received the information package provided during the application process. Indicate that a supplemental package with more detailed information will be provided directly to the candidate's home in advance of the interview. The supplemental package may include:

- A list of governing body members and their occupations
- Copies of meeting minutes from the past several months
- The general or comprehensive plan and land use maps
- The most recent budget
- A recent bond prospectus
- Any other material that would be of particular relevance, given the goals and objectives of the local government and the criteria for the position.

As an alternative to a paper package of information, the candidates can be directed to the locality's website for such information.

5. Confirm local government policy on reimbursement of expenses incurred in conjunction with the interview. Many local governments reimburse candidates for all out-of-pocket expenses, including reasonable transportation, room, and board. ("Reasonable" is intended to eliminate first-class airline tickets, four-star hotels, and gourmet restaurants.)

Such reimbursement of expenses is another way that the local government can demonstrate its interest in the candidate. It reinforces the positive nature of the recruitment process and is sometimes a factor in whether the candidate is able to attend. Should there be strong reluctance on the part of the governing body to reimburse all expenses, the local government can share expenses with the candidate or can agree to reimburse all expenses incurred after the first trip.

The local government staff can offer to handle all reservations, transportation, and related matters, but this can be cumbersome and time-consuming. In most cases, the local government confirms the time and place and lets the candidate make his or her own arrangements. The candidates usually prefer this approach as well.

Interviewing the Candidates

Most local governments use the interview approach for selecting the chief administrator. In this approach, the governing body will meet as a whole with each individual candidate. As the initial interview is usually limited to an hour, a second interview with one or more of the finalists is generally incorporated into the process.

Initial Interview The following provides important guidelines for conducting the initial interview.

Structure of the Interview The interview process should be well organized in a comfortable setting for both parties that invites open and relaxed discussions. This element of the process is generally not considered a public meeting, although the governing body, staff, or executive recruiter should consult with the city's legal advisor to ensure that all requisite notices are sent and other legal requirements are met.

All members of the governing body should participate in the interview with one member, usually the chair, designated as the discussion leader. This interview should last at least an hour as it is difficult to pursue a range of questions in less time. Further, all candidates anticipate and deserve an opportunity to present their qualifications to the governing body and describe their interest in the position. It is important to realize that the interview process not only provides the governing body with an opportunity to improve its knowledge of the candidate but also influences the candidate's interest in the position.

As part of the initial interview, the governing body may want to include a comprehensive tour of the community. A trusted senior staff person would be a likely tour guide.

Content of the Interview Questions During the first interview, the governing body will question the candidate about a variety of matters, such as overall work experience, specific accomplishments, career objectives, alternative approaches to practical problems faced by the local government, and similar matters. A list of potential questions is provided in Appendix D.

The interview also gives the candidate an opportunity to evaluate the governing body as a group and to ask questions. An important issue to discuss during the interview is the governing body's working relationship with the administrator, clarifying all roles and responsibilities.

During the formal and any informal meetings between the governing body and the candidates, discussions and questions should focus on the criteria for the position that were established at the outset of the recruiting process. Obviously, discussions should stay within acceptable legal parameters and should not include references to politics, religion, age, racial origin, and sexual preferences.

When the initial interview process is over, the governing body should avoid impulsive action but rather take whatever time is necessary to arrive at a comfortable and well-reasoned decision. At this point, either one person has emerged as the clear choice of the

governing body; or, more likely, the pool of candidates has been narrowed down to two or three individuals that the governing body would like to further pursue. In most cases, the process will involve a second interview of this smaller group of finalists. However, if there is one clear choice, please refer to the section entitled “Making the Final Selection.”

Second Interview If, after the initial interview, there are two or three candidates that the governing body would like to further consider, a couple of options exist for setting up a second interview:

1. The governing body may invite the finalists back for a second, more in-depth interview, coupled perhaps with some sort of community function. This arrangement often provides the governing body with the insight needed to make a final decision.
2. The governing body may invite the finalists back for a second, more in-depth interview, coupled with an opportunity for community leaders and/or staff to provide input into the selection of the chief administrator.

In either case, finalists should be notified of their status, congratulated for being among the select few who will be further considered, informed of the process, and asked for permission for the governing body to conduct reference checks.

Reference Checks As the governing body is now deciding between two or three qualified candidates, it is important at this point to conduct reference checks that provide additional information on which to base the decision. References should be checked to learn about each finalist’s ability to work effectively with people, to develop a more complete understanding of the finalist’s work experience and specific accomplishments, and to see if the finalist’s qualifications match the profile for the position. The following suggestions are important for ensuring consistency and thoroughness when conducting reference checks:

- The reference checks may be performed by members of the governing body, staff, or executive recruitment firm. In general, however, it is advisable to limit the number of people performing the checks to one or two. It may be difficult, depending on the number of candidates, to have one person perform all the reference checks, especially if there are three references for each candidate. Further, it can be helpful if two people compare notes on the same candidates.

- Be consistent in discussing issues with and asking questions of each candidate in order to provide a good basis for comparison.
- Contact enough people to ensure a consistent reading as to the candidate’s strengths and weaknesses. If a reference can say only good things about the candidate, he or she should be asked directly what weaknesses the candidate has.

Decision Point: Inviting the Candidate’s Spouse/ Partner

While the focus of the recruitment is on the chief administrator, the governing body may formally invite the candidate’s spouse/partner to the community during the interview process. Generally, this type of invitation occurs only after the first interview process has narrowed the group of candidates down to the top two or three. The spouse/partner should never be included in the formal interview process, nor made to feel as if he or she is being interrogated in any way.

If the governing body formally invites the spouse/partner to accompany the candidate, it is important that this part of the process be as well organized as all the other parts that concern the candidate directly. Here, too, an important impression about the community is being made. The interests of the spouse/partner should be carefully determined and accommodated.

On the other hand, the governing body may use an informal, non-structured approach to the involvement of the spouse/partner. Understanding that a candidate may bring his or her spouse/partner along to explore the community as a possible future home, the governing body may consider having a packet of relevant community information available.

Decision Point: Community Involvement The governing body must decide whether to involve community members or committees in the interview process. In most cases, the local government assumes responsibility for the interviews and conducts the process of selecting the new chief administrator without the involvement of members of the community.

In some cases, however, governing bodies have chosen to supplement the usual discussion between members and finalists by inviting community leaders to participate. For example, finalists may meet with selected community leaders to answer questions and receive their input on matters they consider important to the local government. If this option is taken, the purpose of the meeting should be made clear to all involved. Both the finalist and the community members should know whether these meetings are intended simply to provide the

finalist with additional information on the local government or whether the community group will also be involved in the actual selection process. In the latter case, although the input from the community will be valuable, it should be made clear that the governing body will make the final selection based upon a variety of factors.

Decision Point: Staff Involvement The governing body must also decide whether to involve staff members in the interview process. It may choose to supplement the usual discussion between members and finalists by inviting staff members to participate. For example, finalists may meet with selected department directors to answer questions and review departmental operations in more detail.

If this option is taken, its purpose should be made clear to all involved. Both the finalist and the staff members should know whether these meetings are intended simply to provide the finalist with additional information on the local government or whether the group will also be involved in the selection process. In the latter case, although the input from the staff will be valuable, it should be made clear that the governing body will make the final selection based upon a variety of factors.

Major Decision Point: Making the Final Selection

After the second interviews, there should be one person who is the clear first choice of the majority, if not all, of the governing body. It is important to both the governing body and the potential new hire that the decision be unanimous, if possible. A unanimous vote from the governing body demonstrates a commitment of support to the new chief administrator and sends a positive message to both the organization and the community. If the governing body is divided on the appointment and the decision is not unanimous, however, the chosen finalist should be advised of this prior to accepting the position.

Once the selection has been made, the governing body, staff, or executive recruiter should contact the

It is important that the vote for the new chief administrator be unanimous, if possible. This sends a positive message to the organization and the community.

finalist, confirm his or her willingness to accept the position, and obtain permission to conduct a very thorough background check, which will be performed by an outside party. This process includes interviews with individuals in the candidate's current community, an investigation into possible criminal history, and a credit check, which requires the candidate's consent.

Another element of this final selection process may include some or all of the members of the governing body making an on-site visit to the finalist's current community. Often finalists insist that an agreement regarding terms and conditions of employment be agreed upon before being open to a site visit.

Once the governing body is satisfied with the results of that process, it may inform the finalist and move ahead to put together a total compensation package and discuss other related arrangements. However, if the governing body is unable to satisfactorily conclude negotiations with its first choice, it may need to engage in discussions with one of the other finalists. Thus, it should refrain from notifying the other finalists until all arrangements have been finalized with the first-choice candidate.

From a public image standpoint, it is imperative that all candidates learn about the final selection from the governing body or its representative, as opposed to hearing about it from a third party or reading about it online or in a newsletter or professional publication. A representative from the governing body, staff, or executive recruitment firm should personally contact the runners-up prior to or at the same time that a news release about the appointment is issued.

9. The Negotiation Process

Once the local government has made its decision and the finalist has indicated a willingness to serve as the chief administrator, a number of final arrangements must be completed. These include negotiating a compensation package and completing transition activities. Only after these arrangements are concluded can the new chief administrator relocate and begin work for the community.

Preparation for Negotiation

The governing body needs to ensure that relations with the new administrator get off to a good start. At this point, nothing should happen that causes the new administrator to reconsider.

It is important that the governing body identify a single individual to act as the negotiator for the local government. Depending on the approach that the governing body has selected, the negotiator may be a member of the governing body; a member of the staff, such as the interim chief administrator or the municipal attorney; or the executive recruiter. The following are important guidelines regarding the structure of the negotiations:

1. The atmosphere should be friendly and relaxed.
2. The negotiator should be flexible. Negotiating implies a willingness to consider options and alternatives in pursuit of an acceptable package. There may well be more than one way to meet the financial objectives of the new administrator.
3. The governing body should be realistic. No matter how beautiful and desirable the community or position may be, the finalist is unlikely to accept the new position without an increase in pay over his or her present salary.

Major Decision Point: Negotiating Compensation

In compensation negotiations, base salary is a good place to start. The ICMA Compensation Guidelines, which are provided in Appendix B, are a good source of information to help with this part of the process. The person conducting the negotiation on behalf of the local government should keep the following questions in mind:

The governing body should rely on a single individual to handle its part of the negotiation process.

The process should be friendly and relaxed; the negotiator should be flexible; and the governing body should be realistic in its guidelines to the negotiator.

1. Ultimately, what salary will be acceptable to the governing body?
2. What is the bargaining range?
3. What is the current salary of the applicant?
4. What type of salary and total compensation package did the candidate discuss during the interview?

ICMA, the National Association of Counties, and state leagues of cities and counties are sources of information on the salaries of local government administrators around the country. Prior to initiating negotiations, the governing body should compare its salary range with that of other governing bodies in same region of the country.

Elements of Total Compensation Elements of a total compensation package typically include:

- Base salary
- Deferred compensation
- Severance pay
- Use of government car or car allowance
- Use of technology or technology allowance
- Retirement plan
- Medical and other insurance (dental, optical, life, disability)
- Vacation accrual
- Holidays
- Sick leave accrual
- Membership dues, conference, and professional development attendance fees.

Before the negotiation begins, the governing body should ask the candidate to provide a written itemization of his or her current total compensation. After receiving this information, the person negotiating on behalf of the governing body should outline a proposed package and provide it to the candidate. Usually there will be no negotiation on those benefits that are similar among local governments, such as medical insurance and holidays. The variables most often relate to base salary and particular financial objectives, such as deferred compensation, health insurance, and requirements to join a state retirement system.

The proposed compensation package should

- (1) leave the individual whole on basic benefits,
- (2) provide an appropriate step forward in cash-related benefits,
- (3) ensure an increase in take-home pay, and
- (4) deal with any particular financial objectives that the new administrator may have.

Noncompensation Elements During the negotiations, some issues will arise that do not relate to the total compensation package but may well have significant financial implications for both the local government and the new administrator. Both parties need to be flexible and realistic in dealing with these issues:

- **Relocation expenses:** It is common for local governments to pay the one-time cost of relocating the administrator and his or her family and household furnishings to the new local government. Sometimes both parties agree on a “not-to-exceed” figure based on estimates from moving companies.
- **Temporary housing:** An allowance for temporary housing is usually provided until the new administrator is able to sell his or her former home and/or relocate his or her family. Typically, this amount is sufficient to cover the cost of a modern furnished apartment or condominium. Again, both parties may agree to a fixed time period or amount.
- **Commuting expenses:** As with temporary housing, the local government often will agree to reimburse the administrator for periodic family visits or for the spouse/partner to visit for house-hunting purposes.
- **Housing assistance:** Regional variations in the cost of housing or housing financing can complicate the negotiations. There is considerable precedent

for local governments—using appropriate safeguards and limits—to assist in the purchase and/or financing of housing for the new administrator. A variety of options exist, including a loan or a salary supplement.

Employment Agreements It is in the interests of both the community and the chief administrator to have a written summary of the terms and conditions of employment to which both parties have agreed. The stable working situation created by such an agreement helps to attract and keep top-flight administrators in a generally mobile profession. ICMA recommends the use of employment agreements because the detailing of salary, benefits, and other conditions of the administrator’s job puts those items where they belong—in a contract where both parties can know what is expected—and removes them from the daily agenda of the chief administrator and members of the governing body.

While such an agreement usually does not refer to a specific term of employment and permits either the governing body or the chief administrator to terminate for cause or at will, it should include a section providing the administrator with severance pay for a fixed period of time if he or she is terminated. This provides important personal and professional security for local government chief administrators, as they have the rather unique situation of working at the pleasure of the governing body with the possibility of dismissal for any reason at any time.

While not a lengthy legal document, the employment agreement is usually drafted by the local government’s attorney. The new administrator is often given an opportunity to prepare a first draft for consideration. If an employment agreement is not used, a formal letter of understanding, at a minimum, should be prepared.

As a final note on this process, the governing body should be prepared for the possibility that it will be unable to reach agreement on compensation or other matters with the first-choice candidate. In these instances, the governing body typically enters into negotiations with its second-choice candidate. As indicated previously, once an agreement has been finalized, all other candidates should be promptly notified that they were not selected.

10. The Transition Process

After the governing body and new chief administrator have reached agreement on the issues of compensation, starting date, and method and timing of announcing the selection to both the community and the administrator's former local government, the transition process begins.

Announcing the Selection

The announcement of the selection should be well planned and coordinated between the governing body and new chief administrator. Two factors should precede any formal announcement of the appointment:

- The successful candidate has formally accepted the position and the negotiations have been concluded; and
- The successful candidate has been given the opportunity to notify his or her current governing body about the appointment.

This public announcement should be coordinated carefully to recognize the instantaneous nature of electronic communication.

Additional Elements

Additional elements that the governing body may employ to ensure a smooth transition for the new chief administrator are as follows:

- **General assistance:** For a smooth transition, the local government should offer whatever general assistance the new administrator might need in moving, such as introductions to realtors and

bankers and support to the spouse/partner in finding suitable employment.

- **Orientation meetings:** The governing body should arrange to introduce the new chief administrator to department heads and local government staff. While the new administrator may have met some of these individuals during the interview process, a special meeting or reception can be a pleasant way to turn over responsibility. Similar meetings, briefing sessions, and/or receptions can be arranged to introduce the new administrator and his or her family to community groups, civic leaders, and residents in general.
- **Local government work session, orientation, and review of objectives:** It is desirable to have an initial work session with the new administrator to discuss and clarify initial expectations on both sides and to review goals and objectives. Even though some of these issues may have been raised during the interview process, communication from the outset can help ensure a smooth working relationship.
- **Performance evaluation:** Using the position's goals and objectives as a starting point, the governing body and new chief administrator should agree to an annual or semiannual review of the administrator's performance. This established and formal process helps to ensure that communication between the parties is maintained, that progress is monitored, and that goals and objectives are reviewed and refined on a regular basis.

11. Conclusion

Choosing a chief administrator can be the most significant action of the governing body. The chief administrator is a leader, coach, and chief of strategy for the staff team whose job it is to implement a vision, policy, and procedures; accomplish goals; and achieve the desired output of the organization. Similar to a chief executive officer of a Fortune 500 company, the chief administrator is also responsible for serving an elected governing body, managing the financial aspects of the organization, directing the employees, ensuring quality customer service, and implementing legal and ethical standards. Furthermore, unique to public agencies, the chief administrator oversees an organization that is focused on providing a variety of services to the community rather than on making a profit.

In addition to a very diversified portfolio of services that must be provided and interests that must be served fairly, the chief administrator is responsible for an organization that must balance its budget; provide for and encourage public input into decision making; and understand, respect, and appreciate the political environment. In summary, the position of chief administrator requires a variety of skill sets—not every person is capable of performing the role. Therefore,

selecting the right person for the job is critical for the governing body and for the community.

This guidebook addresses a number of factors to consider in recruiting, selecting, negotiating, and hiring a professional local government manager. In doing so, it elaborates on the “best practices” for identifying the appropriate skills and background of a chief administrator, noting that the governing body must identify the qualities, characteristics, experience, and areas of expertise that would be found in the ideal candidate. Throughout the entire process, clear communication to staff, the community, and the media is essential for achieving the governing body’s goals. In the end, the process of recruiting and selecting a chief administrator should be a positive and unifying experience, resulting in the appointment of an individual who represents and embodies the governing body’s vision for the future.

ICMA and its members are resources available for providing guidance and recommendations in the recruitment of a chief administrator. With this document, we hope we have provided a basic understanding of the process involved in selecting a professional local government manager who meets the needs of the community.

Appendix A

ICMA Code of Ethics with Guidelines

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in May 1998. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in July 2004.

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

Guideline

Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities.

3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

Guidelines

Public Confidence. Members should conduct themselves so as to maintain public confidence in their profession, their local government, and in their performance of the public trust.

Impression of Influence. Members should conduct their official and personal affairs in such a manner as to give the clear impression that they cannot be improperly influenced in the performance of their official duties.

Appointment Commitment. Members who accept an appointment to a position should not fail to report for that position. This does not preclude the possibility of

a member considering several offers or seeking several positions at the same time, but once a *bona fide* offer of a position has been accepted, that commitment should be honored. Oral acceptance of an employment offer is considered binding unless the employer makes fundamental changes in terms of employment.

Credentials. An application for employment or for ICMA's Voluntary Credentialing Program should be complete and accurate as to all pertinent details of education, experience, and personal history. Members should recognize that both omissions and inaccuracies must be avoided.

Professional Respect. Members seeking a management position should show professional respect for persons formerly holding the position or for others who might be applying for the same position. Professional respect does not preclude honest differences of opinion; it does preclude attacking a person's motives or integrity in order to be appointed to a position.

Reporting Ethics Violations. When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report the matter to ICMA. In reporting the matter, members may choose to go on record as the complainant or report the matter on a confidential basis.

Confidentiality. Members should not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

Seeking Employment. Members should not seek employment for a position having an incumbent administrator who has not resigned or been officially informed that his or her services are to be terminated.

4. Recognize that the chief function of local government at all times is to serve the best interests of all of the people.

Guideline

Length of Service. A minimum of two years generally is considered necessary in order to render a professional service to the local government. A short tenure should be the exception rather than a recurring experience. However, under special circumstances, it may be in the best interests of the local government and the member to separate in a shorter time. Examples of such circumstances would include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or severe personal problems. It is the responsibility of an applicant for a position to ascertain conditions of employment. Inadequately determining terms of employment prior to arrival does not justify premature termination.

5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

Guideline

Conflicting Roles. Members who serve multiple roles—working as both city attorney and city manager for the same community, for example—should avoid participating in matters that create the appearance of a conflict of interest. They should disclose the potential conflict to the governing body so that other opinions may be solicited.

6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

Guidelines

Elections of the Governing body. Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not engage in active participation in the election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members should not engage in the election campaign of any candidate for mayor or elected county executive.

Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

Elections. Members share with their fellow citizens the right and responsibility to vote and to voice their opinion on public issues. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

Elections in the Council-Manager Plan. Members may assist in preparing and presenting materials that explain the council-manager form of government to the public prior to an election on the use of the plan. If assistance is required by another community, members may respond. All activities regarding ballot issues should be conducted within local regulations and in a professional manner.

Presentation of Issues. Members may assist the governing body in presenting issues involved in referenda such as bond issues, annexations, and similar matters.

8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

Guidelines

Self-Assessment. Each member should assess his or her professional skills and abilities on a periodic basis.

Professional Development. Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

Guideline

Information Sharing. The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

Guideline

Equal Opportunity. All decisions pertaining to appointments, pay adjustments, promotions, and discipline should prohibit discrimination because of race, color, religion, sex, national origin, sexual orientation, political affiliation, disability, age, or marital status.

It should be the members' personal and professional responsibility to actively recruit and hire a diverse staff throughout their organizations.

12. Seek no favor; believe that personal aggrandizement or profit secured by confidential information or by misuse of public time is dishonest.

Guidelines

Gifts. Members should not directly or indirectly solicit any gift or accept or receive any gift--whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form--under the following circumstances: (1) it could be reasonably inferred or expected that the gift was intended to influence them in the performance of their official duties; or (2) the gift was intended to serve as a reward for any official action on their part.

It is important that the prohibition of unsolicited gifts be limited to circumstances related to improper influence. In *de minimus* situations, such as meal checks, some modest maximum dollar value should be determined by the member as a guideline. The guideline is not intended to isolate members from normal social practices where gifts among friends, associates, and relatives are appropriate for certain occasions.

Investments in Conflict with Official Duties. Member should not invest or hold any investment, directly or

indirectly, in any financial business, commercial, or other private transaction that creates a conflict with their official duties.

In the case of real estate, the potential use of confidential information and knowledge to further a member's personal interest requires special consideration. This guideline recognizes that members' official actions and decisions can be influenced if there is a conflict with personal investments. Purchases and sales which might be interpreted as speculation for quick profit ought to be avoided (see the guideline on "Confidential Information").

Because personal investments may prejudice or may appear to influence official actions and decisions, members may, in concert with their governing body, provide for disclosure of such investments prior to accepting their position as local government administrator or prior to any official action by the governing body that may affect such investments.

Personal Relationships. Member should disclose any personal relationship to the governing body in any instance where there could be the appearance of a conflict of interest. For example, if the manager's spouse works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members should not disclose to others, or use to further their personal interest, confidential information acquired by them in the course of their official duties.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest, or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, whether or not for compensation. Members may, however, agree to endorse the

following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by non-profit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.

Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.

ICMA Guidelines for Compensation

Maintaining public trust and integrity in local government requires both effective governance and management of the organization. The following guidelines are intended to establish a best practice for establishing and negotiating compensation for local government executives and staff and to clarify the roles and responsibilities of the governing body, local government manager, and employee.

The Principles

Compensation and personnel matters should be guided by the core principles of the ICMA Code of Ethics. ICMA affirms that the standard practice for establishing the compensation of local government managers be fair, reasonable, transparent, and based on comparable public salaries nationally and regionally. ICMA members should act with integrity in all personal and professional matters in order to merit the trust of elected officials, the public and employees. Local government managers have an ethical responsibility to be clear about what is being requested and to avoid excessive compensation.

Elected officials perform a critical governance role providing oversight of the management of the organization. To that end, they must be engaged in establishing the process for determining the compensation for all executives appointed by the governing body.

Compensation should be based on the position requirements, the complexity of the job reflected in the composition of the organization and community, the leadership needed, labor market conditions, cost of living in the community, and the organization's ability to pay.

The Process for Negotiating Executive Compensation

To establish fair and reasonable compensation, the governing body operating as a committee of the whole or as a designated evaluation and compensation subcommittee, should design and implement the methodology for setting the compensation of the local government manager and any other appointees of the governing body.

Compensation benchmarks should be established based on comparable local government or public sector agencies.

The governing body should engage experts whether contracted or in house as necessary to provide the information required to establish fair and reasonable compensation levels.

All decisions on compensation and benefits must be made by the entire governing body in a public meeting.

Compensation Guidelines for Local Government Executives

A starting point for the elected officials and local government manager in any salary negotiation should be to

1. Determine the requirements of the job and the experience needed to successfully perform the job duties.
2. Examine market conditions to learn what comparable public sector executives earn. A best practice would be to gather information using pre-determined comparable benchmark local governments or public sector agencies.
3. Understand the services provided by the local government along with the nature of the current issues in the organization and in the community, and then compare these with the individual's expertise and proven ability to resolve those issues.
4. Identify the local government's current financial position, its ability to pay, and the existing policies toward compensation relative to market conditions.
5. Weigh factors such as the individual's credentials, experience and expertise when setting salary.
6. Consider additional compensation in areas where the cost of living is high and the governing body wants the manager to reside within the community. In addition, other unique and special circumstances may be taken into consideration, such as difficult recruitment markets and the particularly challenging needs of the public agency.
7. Seek legal advice as needed and appropriate during periods prior to the beginning of employment when terms and conditions are being negotiated and finalized.

Severance

Severance provisions established in the employment agreement must be both reasonable and affordable so that the cost of the severance is not an impediment to fulfilling the governing body's right to terminate a manager's service, if desired, but is consistent with the role and expectations of the position. The ICMA Model Employment Agreement (see Appendix F) recommends a one year severance but recognizes that the length of service with an organization may justify a higher severance.

Compensation Changes

1. Benefits and salary increases should be reasonably comparable to those that local government executives receive within the designated benchmark or regional market area and generally consistent with other employees.
2. Merit adjustments or bonuses should be contingent upon performance and the overall financial position of the local government to afford additional compensation payments. Provisions regarding consideration of periodic merit adjustments in salary should be pre-determined.
3. Local government managers must recognize and effectively manage conflicts of interest inherent in compensation changes. Managers should avoid taking steps regarding pension and other benefits where they will be the sole or primary beneficiary of the change. Examples include:
 - Dramatically increasing salary thereby leading to pension spiking.
 - Recommending or implementing single highest year to determine retirement benefits
4. An individual should receive a single salary that recognizes all duties and responsibilities assigned rather than different salaries for different assignments.
5. Local government managers should not put their personal compensation interests before the good of the overall organization and that of the citizens.

Transparency

1. Local government managers should provide their total compensation package to the governing body

when requesting compensation changes so that the governing body has a comprehensive view of the compensation package.

2. In the interest of fairness and transparency, there should be full disclosure to the governing body, prior to formal consideration and approval, of the potential cost of any benefit changes negotiated during employment.
3. When the terms and conditions of employment are being renegotiated with the employer and at the end when the employment is being terminated, ICMA members have a duty to advise the elected officials to seek legal advice.
4. In the interests of transparency, the salary plan and salary ranges for local government positions, including that of the manager, should be publicly accessible on the agency's website.

General Compensation Guidelines for All Employees

1. Each local government should establish benchmark agencies, which are determined using set criteria such as, but not limited to,
 - Geographic proximity
 - Similarity with regard to the nature of the services provided
 - Similarity in employer size/population size
 - Similarity in the socioeconomic makeup of the population
 - Other similar employers in the immediate area.
2. The local government should develop appropriate compensation levels that are in line with their labor market. Doing so will enable the organization to establish and maintain a reputation as a competitive, fair, and equitable employer as well as a good steward of public funds.
3. When considering any salary or benefit changes, the immediate and anticipated long-term financial resources of the organization always should be taken into account.
4. Appropriate financial practices should be followed to both disclose and properly fund any related future liability to the local government.

Appendix C:

Professional Organizations to Consider Posting Position Vacancy

International City/County Management Association (ICMA)

777 North Capitol Street NE, Suite 500
Washington, DC 20002
Phone: 202-289-4262

JobCenter

Rates/Information:

www.icma.org/en/icma/career_network/employers/difference

American Society for Public Administration (ASPA)

1301 Pennsylvania Avenue NW, Suite 700
Washington, DC 20004
Phone: 202-393-7878

PublicServiceCareers.org (online)

Rates/Information:

www.publicservicecareers.org/?pageid=617

National Association of Counties (NACo)

25 Massachusetts Avenue NW, Suite 500
Washington, DC 20001
Phone: 202-393-6226 or 1-888-407-6226

JobsOnline (website) and County News Job Market/Classified Ad (newspaper)

Rates/Submissions:

www.naco.org/programs/jobsonline/Pages/JobOnlineSubmission.aspx

National Association of County Administrators (NACA)

777 North Capitol Street NE, Suite 500
Washington, DC 20002
Email: naca@icma.org

National Forum for Black Public Administrators (NFBPA)

777 North Capitol Street NE, Suite 807
Washington, DC 20002
Phone: 202-408-9300

NFBPA Career Center

Ad Rates/Information: careers.nfbpa.org/rates.cfm

Phone: 1-866-964-2765

E-mail (Job Posting Sales): postings@boxwoodtech.com

National League of Cities (NLC)

1301 Pennsylvania Avenue NW, Suite 550
Washington, DC 20004

Nation's Cities Weekly Classifieds

Rates/Submissions:

www.nlc.org/news-center/nations-cities-weekly/classifieds/ncw-submit-classified

International Hispanic Network (IHN)

2107 North First Street, Suite 470
San José, CA 95131
Phone: 408-392-0232

Job Posting

Rates/Submissions:

www.ihnonline.org/jobsaddform.asp

STATE MUNICIPAL LEAGUES

Alabama League of Municipalities (www.alalm.org)

535 Adams Avenue
Montgomery, AL 36104
Phone: 334-262-2566

Municipal Classified Ads

Posting Information: carrieb@alalm.org

Alaska Municipal League (www.akml.org)

217 Second Street, Suite 200
Juneau, AK 99801
Phone: 907-586-1325

AML Classifieds

Informational Brochure:

www.akml.org/uploads/MunicipalClassifiedAdGuidelines.pdf

Phone: 1-877-636-1325

Email: info@akml.org

League of Arizona Cities and Towns (www.azleague.org)

1820 West Washington Street
Phoenix, AZ 85007
Phone: 602-258-5786

Municipal Employment Opportunities

Rates/Information:

www.azleague.org/index.cfm?fuseaction=jobs.main

Email: jobs@azleague.org

Arkansas Municipal League (www.arml.org)

301 West 2nd Street
North Little Rock, AR 72115
Phone: 501-374-3484

City & Town Municipal Mart

Rates/Information:

www.arml.org/classifieds.html

Submissions: 501-374-3484

League of California Cities (www.cacities.org)

1400 K Street, Suite 400
Sacramento, CA 95814
Phone: 916-658-8200

Western Cities

Rates/Submissions:

www.westerncity.com/Western-City/Job-Opportunities/How-to-Post-a-Job

Colorado Municipal League (www.cml.org)

1144 Sherman Street
Denver, CO 80203
Phone: 303-831-6411 or 1-866-578-0936

CareerLink

Postings: www.cml.org/CareerLink.aspx

Connecticut Conference of Municipalities (www.ccm-ct.org)

900 Chapel Street, 9th Floor
New Haven, CT 06510
Phone: 203-498-3000

Municipal Job Bank

Information/Rates/Submissions:

www.ccm-ct.org/Plugs/job-bank.aspx

Delaware League of Local Governments (www.dllg.org)

P.O. Box 484
Dover, DE 19903
Phone: 302-678-0991

Provides no employment listings

Florida League of Cities (www.floridaleagueofcities.com)

301 South Bronough Street, Suite 300
Tallahassee, FL 32301
Phone: 850-222-9684 or 1-800-342-8112

FLC E-News

Information/Submissions:

www.floridaleagueofcities.com/Publications.aspx?CNID=179

Phone: 850-322-7221

Georgia Municipal Association (www.gmanet.com)

201 Pryor Street SW
Atlanta, GA 30303
Phone: 404-688-0472

Classifieds/Marketplace

Submissions:

www.glga.org/SubmitListing.aspx

Phone: 678-686-6209

Hawaii (none available)**Association of Idaho Cities** (www.idahocities.org)

3100 South Vista Avenue, Suite 310
Boise, ID 83705
Phone 208-344-8594

Employment Opportunities

Information/Rates/Submissions:

www.idahocities.org/index.aspx?nid=213

Illinois Municipal League (www.iml.org)

500 East Capitol Avenue
Springfield, IL 62701
Phone: 217-525-1220

Classifieds

Information/Submissions:

www.iml.org/contact.cfm?user=rturner&subject=Submit%20Classified%20Ad

Rates: www.iml.org/page.cfm?category=640

Indiana Association of Cities and Towns

(www.citiesandtowns.org)

200 South Meridian Street, Suite 340
Indianapolis, IN 46225
Phone: 317-237-6200

Municipal Dispatch

Contact Publications and Marketing Director

Staff Directory:

www.citiesandtowns.org/topic/subtopic.php?fDD=2-15

Iowa League of Cities (www.iowaleague.org)

317 Sixth Avenue, Suite 800
Des Moines, IA 50309
Phone: 515-244-7282

Classifieds

Information/Rates/Submissions:

www.iowaleague.org/Pages/SubmitClassified.aspx

League of Kansas Municipalities (www.lkm.org)

300 SW Eighth Avenue
Topeka, KS 66603
Phone: 785-354-9565

Kansas Government Journal (and online)

Rates: www.lkm.org/classifieds/jobs

Submissions: classifieds@lkm.org

Kentucky League of Cities (www.klc.org)

100 East Vine Street, Suite 800
Lexington, KY 40507
Phone: 859-977-3700 or 1-800-876-4552

City Job Opportunities Online

Submissions: www.klc.org/employment_post.asp

Louisiana Municipal Association (www.lma.org)

700 North 10th Street
Baton Rouge, LA 70802
Phone: 225-344-5001 or 1-800-234-8274

Maine Municipal Association (www.memun.org)

60 Community Drive
Augusta, ME 04330
Phone: 207-623-8428

Job Bank and Classifieds

Information/Rates:

www2.memun.org/public/wantads/itemlist.cfm

Submissions: ResourceCenter@memun.org

Maryland Municipal League (www.mdmunicipal.org)

1212 West Street
Annapolis, MD 21401
Phone: 410-268-5514 or 1-800-492-7121

Classifieds

Submissions: stevel@mdmunicipal.org

Massachusetts Municipal Association (www.mma.org)

One Winthrop Square
Boston, Massachusetts 02110
Phone: 617-426-7272

The Beacon (and online)

Information/Rates:

www.mma.org/ad-rates-and-details

Submissions: www.mma.org/ad-submission-form

Michigan Municipal League (www.mml.org)

1675 Green Road
Ann Arbor, MI 48105
Phone: 734-662-3246 or 1-800-653-2483

Classifieds

Information/Rates:

www.mml.org/classifieds/guidelines.html

Submissions:

www.mml.org/classifieds/classifiedsform.php

League of Minnesota Cities (www.lmc.org)

145 University Avenue West
St. Paul, MN 55103
Phone: 651-281-1200 or 1-800-925-1122

City Job Opportunities

Information/Rates:

www.lmc.org/page/1/posting-city-jobs.jsp

Submissions: HR-CityAds@lmc.org

Mississippi Municipal League (www.mmlonline.com)

600 East Amite Street, Suite 104
Jackson, MS 39201
Phone: 601-353-5854

Classifieds

www.mmlonline.com/classifieds.aspx

Contact MML Staff – Staff Directory:

www.mmlonline.com/contact.aspx

Missouri Municipal League (www.mocities.com)

1727 Southridge Drive
Jefferson City, MO 65109
Phone: 573-635-9134

Career Center

Information/Rates:

www.mocities.com/networking

Submissions: tshaw@mocities.com

Montana League of Cities and Towns (www.mlct.org)

208 North Montana Avenue, Suite 106
Helena, MT 59601
Phone: 406-442-8768

Job Openings

Submissions: Contact Office Manager

Staff Directory: www.mlct.org/about-mlct/staff.html

League of Nebraska Municipalities (www.lonm.org)

1335 L Street, #A
Lincoln, NE 68508-2596
Phone: 402-476-2829

Job Postings

Information/Rates/Submissions:

www.lonm.org/careers.html

Nevada League of Cities and Municipalities

(www.nvleague.org/admin/about.htm)

310 South Curry Street
Carson City, NV 89703
Phone: 775-882-2121

New Hampshire Local Government Center (www.nhlgc.org)

25 Triangle Park Drive
Concord, NH 03301
Phone: 603-224-7447

Classifieds

Information/Rates/Submissions:

www.nhlgc.org/classifieds/submitad.asp

New Jersey State League of Municipalities

(www.njslom.org)

222 West State Street
Trenton, NJ 08608
Phone: 609-695-3481

Classifieds

Information/Rates/Submissions:

www.njslom.org/classifieds_jobs.html

New Mexico Municipal League (www.nmml.org)

1229 Paseo de Peralta
Santa Fe, NM 87501
Phone: 1-800-432-2036

Classifieds

Information/Submissions:

www.nmml.org/blog/category/classifieds/positions-available

New York State Conference of Mayors and Municipal

Officials (www.nycom.org)

119 Washington Avenue
Albany, NY 12210
Phone: 518-463-1185

Help Wanted Classifieds

Information/Submissions:

www.nycom.org/mn_class/helpwanted.asp#

North Carolina League of Municipalities (www.nclm.org)

215 North Dawson Street
Raleigh, NC 27603
Phone: 919-715-4000

Southern City, League Letter, and/or online:

Information:

www.nclm.org/resource-center/Pages/jobs.aspx

Rates/Submissions:

www.nclm.org/programs-services/publications/Pages/southern-city.aspx

North Dakota League of Cities (www.ndlc.org)

410 East Front Avenue
Bismarck, ND 58504
Phone: 701-223-3518

Municipal Ads – Job Opportunities

www.ndlc.org/index.asp?Type=B

[BASIC&SEC={D835005A-831C-4BB1-BF46-7D93A07A0083}](http://www.ndlc.org/index.asp?Type=B_BASIC&SEC={D835005A-831C-4BB1-BF46-7D93A07A0083})

Contact NDLC Staff – Staff Directory:

www.ndlc.org/index.asp?Type=B

[BASIC&SEC={846F9FCA-A6EE-4082-B241-8DA3E991D99A}](http://www.ndlc.org/index.asp?Type=B_BASIC&SEC={846F9FCA-A6EE-4082-B241-8DA3E991D99A})

Ohio Municipal League (www.omloho.org)

175 South Third Street, Suite 510
Columbus, OH 43215
Phone: 614-221-4349

Classified Advertisements

Information/Rates/Submissions:

www.omloho.org/Classifieds.htm

Oklahoma Municipal League (www.oml.org)

201 Northeast 23rd Street
Oklahoma City, OK 73105
Phone: 405-528-7515

Job Listings

Information/Rates/Submissions:

www.okml.webs.com/joblistings.htm

League of Oregon Cities (www.orcities.org)

1201 Court Street NE, Suite 200
Salem, OR 97301
Phone: 503-588-6550

Personnel Recruitment – Jobs

Information/Rates/Submissions:

www.orcities.org/JobInterims/Job/tabid/816/language/en-US/Default.aspx

Available Interim Candidates:

www.orcities.org/JobInterims/Interims/tabid/5849/language/en-US/Default.aspx

Pennsylvania League of Cities & Municipalities

(www.plcm.org)

414 North Second Street
Harrisburg, PA 17101
Phone: 717-236-9469

Municipal Job Junction

Information/Rates/Submissions:

www.plcm.org/index.asp?Type=B_BASIC&SEC={24C2F4FE-80F6-4E58-BA9F-53345F31E1D7}&DE

Rhode Island League of Cities and Towns

(www.rileague.org)

One State Street, Suite 502
Providence, RI 02908
Phone: 401-272-3434

Available Positions

Information/Submissions:

www.rileague.org/site/classifieds/available.html

Municipal Association of South Carolina (www.masc.sc)

1411 Gervais Street
Columbia, SC 29211
Phone: 803-799-9574

Job Openings:

Information/Submissions:

www.masc.sc/municipalities/Pages/Postinganadvertisement.aspx

South Dakota Municipal League (www.sdmunicipalleague.org)

208 Island Drive
Fort Pierre, SD 57532
Phone: 605-224-8654

Classifieds

Information/Rates/Submissions:

www.sdmunicipalleague.org/index.asp?Type=B_JOB&SEC=%7B9C4C9345-D0E6-470D-A708-181FD9B26F51%7D

Tennessee Municipal League (www.tml1.org)

226 Capitol Boulevard, Suite 710
Nashville, TN 37219
Phone: 615-255-6416

Classifieds

Contact Administrative Assistant – Staff Directory:

www.tml1.org/staff.php?ln_ses=1%7C4

Texas Municipal League (www.tml.org)

1821 Rutherford Lane, Suite 400
Austin, TX 78754
Phone: 512-231-7400

Career Center

Information/Submission: www.tml.org/careercenter.asp

Utah League of Cities and Towns (www.ulct.org)

50 South 600 East, Suite 150
Salt Lake City, UT 84102
Phone: 801-328-1601 or 1-800-852-8528

Job Bank

Submissions: www.ulct.org/jobbank/index.html

Vermont League of Cities & Towns (www.vlct.org)

89 Main Street, Suite 4
Montpelier, VT 05602
Phone: 802-229-9111

Classifieds

Information/Rates/Submissions:

www.vlct.org/marketplace/classifiedads

Virginia Municipal League (www.vml.org)

13 East Franklin Street
Richmond, VA 23219
Phone: 804-649-8471

Marketplace – Jobs in Local Government

Information/Rates/Submissions:

www.vml.org/JOBS/JObs.html

Association of Washington Cities (www.awcnet.org)

1076 Franklin Street SE
Olympia, WA 98501
Phone: 360-753-4137

JobNet

Information/Submissions:

www.awcnet.org/Jobnet/ForEmployers.aspx

West Virginia Municipal League (www.wvml.org)

2020 Kanawha Boulevard
Charleston, WV 25311
Phone: 304-342-5564 or 1-800-344-7702

Classifieds

Information/Submissions: wvml@wvml.org

League of Wisconsin Municipalities (www.lwm-info.org)

122 West Washington Avenue, Suite 300
Madison, WI 53703
Phone: 608-267-2380

Classifieds

Information/Rates/Submissions:

www.lwm-info.org/index.asp?Type=B_JOB&SEC=%7B428BF440-C1B3-494D-8B98-837FE87BCFCA%7D

Wyoming Association of Municipalities (www.wyomuni.org)

315 West 27th Street
Cheyenne, WY 82001
Phone: 307-632-0398

Classifieds

Information:

www.wyomuni.org/index.asp?Type=B_JOB&SEC={AE206698-9002-49A0-983C-9CFCD28D226}
Submissions: wam@wyomuni.org

Appendix D:

Potential Interview Questions³

It is suggested that each member of the governing body ask the same question(s) of each candidate.

Candidate Traits/Experience/ Qualifications

1. Provide a brief summary of your education and work experience.
2. Please briefly describe your experience with
 - a. Land use planning
 - b. Economic development/redevelopment
 - c. Tax increment financing
 - d. Business attraction and retention programs
 - e. Beautification programs
 - f. Business assistance programs—e.g., façade improvement, code compliance
 - g. Annexation
 - h. Subdivision policies and regulations, particularly as they relate to storm-water management
 - i. Zoning
 - j. Building code administration
 - k. Municipal facilities expansion—in particular, water and wastewater utility expansions
3. How would you describe your leadership and management styles?

Interaction with Governing Body

1. What do you perceive to be the chief administrator's role in working with the governing body, local government attorney, and clerk?
2. What are your expectations of the governing body in relation to
 - a. Yourself
 - b. Other staff
3. How and when do you communicate with the governing body?

Candidate Thoughts on Role of Administrator

1. In your opinion, what role should the administrator have in the community?
2. Do you believe the administrator should be an active member of a service or fraternal organization? If yes, why?
3. How do you deal with the news media?
4. How do you deal with special-interest or single-interest groups?
5. What is the best way for an administrator to deal with an angry constituent?

Personnel Experience

1. How and when do you delegate responsibility and authority?
2. Have you ever been at the bargaining table and been actively engaged in negotiating an agreement?
3. Have you taken part in mediation, fact finding, or arbitration? Which ones? Please explain your experience in such process(es) including your role/level of involvement and your thoughts regarding the outcomes of these experiences.
4. Have you ever had to discipline, demote, or fire an employee? Please elaborate.
5. How do you educate, encourage, and motivate your staff?
6. Are you familiar with state and federal laws relating to nondiscrimination, sexual harassment, employees with disabilities, and equal opportunity?
7. Have charges of violation of state or federal employment laws or a grievance ever been filed against you or your city? Please explain.
8. What experience have you had in the preparation and implementation of personnel rules, regulations, procedures, and compensation plans? Please describe.

³ Adapted from the Illinois City/County Management Association's *A Guide to the Recruitment and Selection of a Chief Administrative Officer*.

9. What is your experience with employee benefits administration, group health insurance, and risk management?
10. What in your opinion is the most serious issue today in local government personnel management?
11. How and when should private sector resources (e.g., contractors) be used to provide village services?

Financial Management Experience

1. Is there a difference between a financial plan and a budget? If so, please explain how they differ.
2. Are/were you the designated budget officer for your local government? Did you prepare and present the budget to the council, and upon adoption, were you responsible for implementation? Please explain the outcomes of various budget processes and any challenges you encountered through budget development through council adoption.
3. What is your experience with debt financing? Please give an example.
4. Have you secured and administered any type of loans or grants? Please give an example.
5. Describe the most successful capital improvement project you were responsible for and what made it successful?
6. Have you reviewed our annual budget and/or annual report? If yes, what is your impression of our financial condition?
7. What is your opinion of “pay as you go” financing of maintenance and capital projects? Special assessments? Special taxing districts?

8. What type of financial reports do you provide the elected body and with what frequency?
9. Have you read our comprehensive or general plan? What are your impressions or thoughts?

Intergovernmental Relations Experience

1. What experience have you had in dealing with
 - a. Councils of government/intergovernmental agencies?
 - b. County government?
 - c. Other local governments (schools, parks, etc.)?
 - d. State agencies?
 - e. Federal agencies?
 - f. State legislature?
 - g. Congress?
2. Do you feel comfortable “lobbying”?

External Organizational and Professional Association Relations

1. Have you been an active participant in the activities of a statewide municipal league, statewide city or county management association, the International City/County Management Association (ICMA) or other professional organizations devoted to local government? Please give examples of your activities.
2. Are you an ICMA Credentialed Manager? If so, how do you fulfill your annual professional development requirement?

Relations with Applicants—Do's and Don'ts

Do:

- Keep all candidates informed of their status at all times.
- Identify one point of contact through which everything flows, including contacts with candidates, reference checks, etc., in order to ensure that the information, messages, and details are consistent and that the process is fair and equitable.
- Keep all information strictly confidential throughout the entire recruitment and selection process unless state law requires otherwise.
- Create an outreach strategy that will ensure a diverse candidate pool.
- After carefully reviewing all applicant submittals, select a short list of the most promising candidates.
- While maintaining the confidentiality, carefully check educational credentials and references on those candidates judged best qualified.
- Invite those candidates judged best qualified for initial interviews at the local government's expense.
- Send the candidates under consideration an information packet that may include the outreach brochure and copies of your government's budget, charter, annual report, and other pertinent documents; or provide the information on where to find this material on the agency's website.
- Pay expenses of the candidates invited to a second interview (and of their spouses/partners, if applicable).
- Perform detailed background checks on the final candidate(s).
- Visit, if possible, the local governments in which the most promising candidates work.
- Be prepared to enter into a formal written employment agreement with the successful candidate.
- Promptly notify all other candidates once the selection has been made and the position has been accepted. However, it is best to wait until the selected finalist has accepted the position and the agency and candidate have mutually agreed to the provisions of the employment contract.

Don't:

- Let the selection process last too long.
- Expect to get all the necessary information about the candidates from written material.
- Forget that you are seeking overall management ability, not technical competence in one specialized field.
- Forget to consider candidates who are assistant managers as well as current managers
- Overlook the need for candidates to possess municipal administrative experience and the advantages or value of college or university training, post degree training, and continued professional development.
- Release for publication any names or local governments of candidates unless state law requires it.

ICMA Model Employment Agreement

Introduction

This Agreement, made and entered into this [date], by and between the [local government] of [state], [town/city/county] a municipal corporation, (hereinafter called "Employer") and [name], (hereinafter called "Employee") an individual who has the education, training and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term

Recommended

A. This agreement shall remain in full force in effect from [date] until terminated by the Employer or Employee as provided in Section 9, 10 or 11 of this agreement.

Option 2

The term of this agreement shall be for an initial period of [#] years from [date] to [date]. This Agreement shall automatically be renewed on its anniversary date for a [#] year term unless notice that the Agreement shall terminate is given at least [#] months (12 months recommended) before the expiration date. In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns. In the event that the Employee is terminated, as defined in Section 9 of this agreement, the Employee shall be entitled to all compensation including salary, accrued vacation and sick leave, car allowance paid in lump sum plus continuation of all benefits for the remainder of the term of this agreement.

Section 2: Duties and Authority

Employer agrees to employ [name] as [title] to perform the functions and duties specified in [legal reference] of the [local government] charter and by [legal reference] of the [local government] code and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

Recommended

- A. Base Salary: Employer agrees to pay Employee an annual base salary of [\$ amount], payable in installments at the same time that the other management employees of the Employer are paid.
- B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies.
- C. Consideration shall be given on an annual basis to increase compensation.

Option 1

The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement. Increased compensation can be in the form of a salary increase and/or a bonus.

Option 2

The Employer agrees to increase the compensation by [%] each year.

Option 3

The Employer agrees to increase the compensation each year by the minimum of the average across the board increase granted to other employees of the Employer.

Option 4

The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement in addition to providing a fixed annual increase in the Employee's salary based on an agreed upon economic indicator, such as the Consumer Price Index.

Section 4: Health, Disability and Life Insurance Benefits Recommended

- A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for

the Employee and his/her dependents equal to that which is provided to all other employees of the [local government] or, in the event no such plan exists, to provide coverage for the Employee and dependents.

- B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.
- C. The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.
- D. The Employer shall pay the amount of premium due for term life insurance in the amount of three (3) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

Option 1

- A. The Employer agrees to provide for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his/her dependents equal to that which is provided to all other employees of the [local government] or, in the event no such plan exists, to provide coverage for the Employee and dependents. Employer shall pay all premiums for the Employee and the Employee's dependents.
- B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.
- C. The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.
- D. The Employer shall pay the amount of premium due for term life insurance in the amount of three (3) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

Option 2

- 1. The Employer shall provide travel insurance for the Employee while the Employee is traveling on the Employer's business, with the Employee to name beneficiary thereof. Should the Employee die while on travel for the Employer, the Employer shall

cover the full cost of retrieving and transporting the Employee's remains back to the custody of the Employee's family.

Section 5: Vacation, Sick, and Military Leave

Recommended

- A. Upon commencing employment, the Employee shall be credited with sick and vacation leave equal to the highest annual accrual provided to all other employees. The Employee shall then accrue sick and vacation leave on an annual basis at the highest rate provided to any other employees.
- B. Upon commencing employment, the Employee shall have access to a bank of 180 sick days to be used in the case of serious medical conditions. This leave can only be used to provide coverage during the waiting period between the onset of illness or disability and the point at which short or long term disability coverage takes effect and may be renewed after each occurrence.
- C. The Employee is entitled to accrue all unused leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, executive leave, and other benefits to date.
- D. The Employee shall be entitled to military reserve leave time pursuant to state law and [local government] policy.

Additional Option

- 1. The Employee shall annually be credited with five (5) days of executive leave.

Section 6: Automobile

The Employee's duties require exclusive and unrestricted use of an automobile to be mutually agreed upon and provided to the Employee at the Employer's cost, subject to approval by Employer which shall not be withheld without good cause. It shall be mutually agreed upon whether the vehicle is purchased by the city, provided under lease to the city or to the Employee, or provided through a monthly allowance.

Option 1 - Monthly Vehicle Allowance

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other

salary and benefits herein provided, the sum of [dollar amount] per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The monthly allowance shall be increased annually by [% or \$] amount. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater [local government] area. For purposes of this Section, use of the car within the greater [local government] area is defined as travel to locations within a _____ mile (recommended fifty (50) mile) radius of [local government office].

Option 2 - Employer Provided Vehicle

The Employer shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase (or lease), operation, maintenance, repair, and regular replacement of a full-size automobile.

Section 7: Retirement

Recommended

1. The Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf, for both the Employer and Employee share required.
2. In addition to the Employer's payment to the state or local retirement system (as applicable) referenced above, Employer agrees to execute all necessary agreements provided by ICMA Retirement Corporation [ICMA-RC] or other Section 457 deferred compensation plan for Employee's [continued] participation in said supplementary retirement plan and, in addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to [percentage of Employee's base salary, fixed dollar amount of [\$], or maximum dollar amount permissible under Federal and state law into the designated plan on the Employee's behalf, in equal proportionate amount each pay period. The parties shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

In lieu of making a contribution to a Section 457 deferred compensation plan, the dollar value

of this contribution may be used, at the Employee's option, to purchase previous service from another qualified plan.

Option 1

Recognizing that effective service with the community is based in part on the stability provided through a long-term relationship, the Employer shall provide a retirement annuity, as directed by the Employee, at a rate of [dollar amount], payable at the completion of each quarter of the fiscal year. This annuity serves as a retirement contribution and does not require further action of the Employer.

Option 2

The Employer shall adopt a qualified 401(a) defined contribution plan offered through ICMA Retirement Corporation for the Employee in the form of a money purchase plan to which the Employer shall contribute [%] of salary or [%] of compensation annually.

2A. Option: The Employee shall be required to contribute [%] of base salary or [dollar amount] annually on a pre-tax basis as a condition of participation.

Option 3

The Employer shall adopt a qualified 401(a) profit-sharing plan offered through ICMA Retirement Corporation for the Employee in the form of a money purchase plan to which the Employer shall contribute [%] of all performance bonuses annually.

3A. Option: The Employee shall be required to contribute [%] of base salary or [dollar amount] annually on a pre-tax basis as a condition of participation.

Section 8: General Business Expenses

Recommended

1. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
2. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited

to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

3. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
4. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.
5. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

Option 1

Technology: The Employer shall provide Employee with a computer, software, fax/modem, cell phone and pager required for the Employee to perform the job and to maintain communication.

Section 9: Termination

Recommended

For the purpose of this agreement, termination shall occur when:

1. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.
2. If the Employer, citizens or legislature acts to amend any provisions of the [charter, code, enabling legislation] pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.

4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.
5. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

Option 1

In the event the Employee is terminated by the Employer during the six (6) months immediately following the seating and swearing-in of one or more new governing body members, and during such time that Employee is willing and able to perform his duties under this Agreement, then, Employer agrees to pay Severance in accordance with Section 10 plus salary and benefits in accordance with Section 10 for any portion of the six months not worked.

Section 10: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to one year salary at the current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee.

The Employee shall also be compensated for all accrued sick leave, vacation time, all paid holidays, and executive leave. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.

For a minimum period of one year following termination, the Employer shall pay the cost to continue the following benefits:

1. Health insurance for the employee and all dependents as provided in Section 4A
2. Life insurance as provided in Section 4D
3. Short-term and long-term disability as provided in Section 4B
4. Car allowance or payment of lease, or provide option to buy city vehicle at depreciated value
5. Out placement services should the employee desire them in an amount not to exceed [\$10,000 to \$15,000 recommended], and
6. Any other available benefits.

If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay severance under this section.

Section 11: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 30 days notice unless the parties agree otherwise.

Section 12: Performance Evaluation

Employer shall annually review the performance of the Employee in [month] subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 15: Moving and Relocation Expenses

Recommended

Employee agrees to establish residence within the corporate boundaries of the local government, if required, within [number] months of employment, and thereafter to maintain residence within the corporate boundaries of the local government.

- A. Employer shall pay directly for the expenses of moving Employee and his/her family and personal property from [location name] to [location name]. Said moving expenses include packing, moving, storage costs, unpacking, and insurance charges.
- B. Employer shall reimburse Employee for actual lodging and meal expenses for his/her family in route from [location name] to [location name]. Mileage costs for moving two personal automobiles shall be reimbursed at the current IRS allowable rate of [cents amount] per mile.
- C. Employer shall pay Employee an interim housing supplement of [dollar amount] per month for a period commencing [date], and shall continue for a maximum of [#] months, or until a home is purchased and closed on, within the corporate limits of the [local government name], whichever event occurs first.
- D. Employer shall reimburse Employee for a total of [number] round trip air fares for Employee and his/her family [amount of total tickets] at any time during the first year of service to assist with house hunting and other facets of the transition and relocation process. The Employee and his/her family may utilize and distribute the total [enter number] individual round trip tickets in any combination of individual members making the trips. The Employee shall be reimbursed for actual lodging and meal expenses incurred by Employee or his/her family members on any trips conducted prior to relocation, as detailed herein.
- E. The Employee shall be reimbursed, or Employer may pay directly, for the expenses of packing and moving from temporary housing to permanent housing during the first year of this agreement.
- F. The Employer shall pay the Employee's tax liability on all Employer provided benefits for relocation and housing.

Option 1

The Employer shall pay a lump sum payment of [\$] to the Employee to cover relocation costs.

Section 16: Home Sale and Purchase Expenses

Recommended

- A. Employee shall be reimbursed for the direct costs associated with the sale of Employee's existing personal residence, said reimbursement being limited to real estate agents' fees, and other closing

costs that are directly associated with the sale of the house. Said reimbursement should not exceed the sum of [\$].

- B. Employee shall be reimbursed for the costs incidental to buying or building a primary residence within the [local government], including real estate fees, title insurance, and other costs directly associated with the purchase or construction of the house, said reimbursement not to exceed the sum of [\$].

Option 1

Employer shall reimburse Employee for up to three discount points within thirty (30) days following purchase of a home within the corporate limits of [local government name], in an effort to minimize mortgage rate differentials.

Option 2

Employer shall provide Employee with a _____ [fixed-interest, variable-interest, interest-only] loan to purchase a house. The amount of the loan shall not exceed \$_____. The loan shall be repaid in full to the Employer upon the occurrence of either of the following events: (i) the home, or the Employee's interest in the home, is sold, transferred, or conveyed, or (ii) the Employee's employment with the Employer, for any reason, is terminated. The Employer and Employee shall execute any and all documents necessary to document this transaction. In the case where the value of the home decreases, the Employee shall not be required to repay the loan.

Option 3

Employer agrees to provide the Employee a loan for the purchase of a home in an amount not to exceed [dollar amount]. Employee shall pay Employer a monthly mortgage payment of [dollar amount] for interest, which is equal to the amount currently being paid in principle and interest for the current residence. Employee shall accrue equity at a rate of [%] per month.

Upon termination of employment with the Employer, Employee shall have a maximum of six months to sell the home while continuing to reside in it under the terms and conditions here. Should the home sell during the time period, Employer shall receive 100% of the proceeds minus the percentage of equity accrued by Employee as described above, and minus the amount of equity originally invested by Employee. Said accrued equity and original equity shall both be payable to Employee upon closing. Said original equity invested shall be calculated as an

amount equal to the percentage of original purchase price, represented by the original equity investment by Employee, and adjusted to be the same percentage of equity in the current sale price of the home. All closing costs borne by the seller shall be split between Employer and Employee in a proportion equal to the equity share described above. Should the house fail to sell within the allotted six month time period, Employer has the option of following the previous arrangement to continue in place or to purchase equity, calculated as provided above, plus the original cost of all improvements made to the property.

Section 17: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as [job title] or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which

the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 18: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 19: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the [local government] Charter or any other law.

A. Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other [appointed officials, appointed employees, department heads or general employees] of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

Section 20: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: [Title and address of relevant official (mayor, clerk, etc.)]
- (2) EMPLOYEE: [Name and address for tax purposes of Employee]

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: General Provisions

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
- B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. Effective Date. This Agreement shall become effective on _____, ____.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not effect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

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Leaders at the Core of Better Communities

Council-Manager

Form of Government



**Frequently Asked
Questions**

ICMA

Leaders at the Core of Better Communities

What is the council-manager form of government, which is used today by so many cities, towns, and counties?

Council-manager government combines the strong political leadership of elected officials with the strong managerial experience of an appointed manager or administrator. All power and authority to set policy rests with an elected governing body, which includes a mayor or chairperson and members of the council, commission, or board. The governing body in turn hires a nonpartisan manager who has very broad authority to run the organization.

Born out of the U.S. progressive reform movement at the turn of the 20th century, the council-manager system was designed to combat corruption and unethical activity in local government by promoting effective management within a transparent, responsive, and accountable structure.

Since its establishment, the council-manager form has become the most popular structure of local government in the United States. The form is also widely used throughout the world in countries such as Canada, Australia, the Netherlands, New Zealand, and the United Kingdom.

How does council-manager government work?

The elected council or board represent their community and develop a long-range vision for its future. They establish policies that affect the overall operation of the community and are responsive to residents' needs and wishes.

To ensure that these policies are carried out and that the entire community is equitably served, the governing body appoints a *highly trained professional manager* on the basis of his/her education, experience, skills, and abilities (and not their political allegiances). If the manager is not responsive to the governing body, it has the authority to terminate the manager at any time.

How can council-manager government benefit my community?

A city, town, or county benefits from the council-manager form of government in a number of important ways:

1. Political power is concentrated in the *entire* governing body. The mayor and council share legislative functions
2. Policy making resides with elected officials, while oversight of the day-to-day operations of the community resides with the manager. In this way, the elected officials are free to devote time to policy planning and development

3. The manager carries out the policies established by the elected governing body with an emphasis on effective, efficient, and equitable service delivery
4. Because decisions on policy and the future of the community are made by the entire governing body rather than a single individual, council-manager governments more often engage and involve their residents in decision making. Residents guide their community by serving on boards and commissions, participating in visioning and strategic planning, and designing community-oriented local government services
5. The form is flexible enough to adapt to local needs and demands. For example, some communities elect their councils at large, while others elect them by district or by a combination of an at-large-and-by-district system. Also, the mayor can be directly elected by voters or selected by and from among the council.

What is the role of the manager under council-manager government?

The manager is hired to serve the council and the community and brings to the local government the benefits of his/her training and experience in administering municipal or county projects and programs. The manager prepares a budget for the council's consideration; recruits, hires, terminates, and supervises government staff; serves as the council's chief advisor; and carries out the council's policies. Council members and residents count on the manager to provide complete and objective information about local operations, discuss the pros and cons of alternatives, and offer an assessment of the long-term consequences of their decisions.

Appointed managers serve at the pleasure of the governing body. They can be fired by a majority of the council, consistent with local laws, or any employment agreements they may enter into with the council. The manager makes policy recommendations to the council for consideration and final decision. The manager is bound by whatever action the council takes, and control is always in the hands of the elected representatives of the people.

What is the role of the council?

The council is the community's legislative and policy-making body. Power is centralized in the elected council, which, for example, approves the budget and determines the tax rate. The council also focuses on the community's goals, major projects, and such long-term considerations

as community growth, land use development, capital improvement and financing, and strategic planning. The council hires a professional manager to implement the administrative responsibilities related to these goals and supervises the manager's performance.

What is the role of the mayor or chairperson?

Mayors or chairpersons in council-manager communities are key political and policy leaders, and their specific duties, responsibilities, and authorities depend on the organization's charter. In council-manager communities, typically the mayor or chairperson is a voting member of the city council who presides at council meetings, represents the city in intergovernmental relationships, appoints members of citizen advisory boards and commissions (with the advice and consent of council), assigns agenda items to committees, facilitates communication and understanding between elected and appointed officials, and assists the council in setting goals and advocating policy decisions.

What value does a professional manager contribute to a community?

Professional managers contribute value to a community because they:

- Work in partnership with elected officials to develop sound approaches to community challenges by bringing together resources to make the right things happen and produce results that matter
- Bring a community-wide perspective to policy discussions and strive to connect the past and future while focusing on the present. They help the governing body develop the long-term vision for the community that provides a framework for policy development and goal setting
- Promote ethical government through commitment to a set of ethical standards that goes beyond those required by law. Managers who are members of ICMA subscribe to the organization's Code of Ethics, which requires them to "affirm the dignity and worth of the services rendered by government and maintain...a deep sense of social responsibility as a trusted public servant"
- Encourage inclusion and build consensus among diverse interests (including those of elected officials, the business community, and citizens) by focusing on the entire community rather than the centralized interests of one or two individuals

- Promote equity and fairness by ensuring that services are fairly distributed and that administrative decisions (such as hiring and contracting) are based on merit rather than favoritism
- Develop and sustain organizational excellence and promote innovation. Professional managers focus relentlessly on efficient and equitable service delivery, policy implementation, and evaluation. They align the local government's administrative systems with the values, mission, and policy goals defined by the community and elected officials.

Does it cost more for a community to adopt the council-manager form and hire a professional manager?

Many local governments have found that their overall costs are actually reduced under competent management. Savings can come from decreased operating costs, increased efficiency and productivity, improved revenue collection, and effective use of technology. The economic health of the community may also benefit from implementation of improved business development and retention strategies.

What kinds of communities use the council-manager form of government?

In 2007, more than 3,500 (49 percent) of the 7,171 U.S. cities and towns with populations of 2,500 residents or more operated under the council-manager form. This structure is also used by more than 370 counties. More than 92 million people in the U.S. live in communities that operate under this form.

Is the council-manager form popular among larger communities?

Of the 247 U.S. cities with populations greater than 100,000 residents, 144 (58 percent) use this form of government. Larger cities and counties that use the form include:

- Broward County, Florida (pop. 1,623,000)
- Charlotte, North Carolina (pop. 540,000)
- Dallas, Texas (pop. 1,188,000)
- Fairfax County, Virginia (pop. 969,000)
- Las Vegas, Nevada (pop. 535,000)
- Mecklenburg County, North Carolina (pop. 695,000)
- Oklahoma City, Oklahoma (pop. 506,000) *(continued)*

(continued)

- Phoenix, Arizona (pop. 1,321,000)
- San Antonio, Texas (pop. 1,144,000)
- San Jose, California (pop. 894,000)
- Virginia Beach, Virginia (pop. 425,000)
- Wichita, Kansas (pop. 344,000)

How can a community adopt the council-manager form of government?

Most communities can adopt council-manager government through a charter, local ordinance, state enabling law, or by voter referendum. For information on how your community can adopt council-manager government, contact your state municipal league or association of counties. You can locate the addresses of these organizations on the Internet, or in the back section of ICMA's *Municipal Year Book*, which you may find in your local library.

Once a community adopts council-manager government, how does it choose a professional manager?

The vacancy usually is announced in the *ICMA Newsletter*, and managers, assistants, and other individuals from across the country are invited to apply. Interested parties apply directly to the council, which reviews the applications and interviews qualified candidates. ICMA makes no recommendations regarding candidates. Additional information is available in ICMA's *Recruitment Guidelines Handbook*. To download a copy, visit <http://jobs.icma.org> and click on "Recruitment Guidelines Handbook" under "Resources."

What kind of educational and professional experience do professional local government managers possess?

Nearly 67% of managers surveyed by ICMA in 2006 indicated that they had earned a master's (usually in public administration, business, or public policy), or other advanced degree. Respondents to the same survey said they had spent an average of 19 years in the local government management profession.

Do professional local government managers have a membership organization?

Yes. ICMA (the International City/County Management Association) is the premier local government leadership and management organization that serves as the

professional and educational “home” for appointed professional managers and administrators. ICMA's membership also includes directors of state associations of local governments, other local government employees, academics, students, and concerned citizens who share the goal of improving local government.

ICMA's mission is to create excellence in local governance by developing and fostering professional local government management worldwide. To that end, the organization provides technical assistance and publications for management professionals to help them improve their skills and increase their knowledge. ICMA also serves as a clearinghouse for the collection, analysis, and dissemination of information and data about local government.

Why is membership in ICMA important for a professional local government manager?

In addition to gaining access to valuable resources and lifelong professional development opportunities, managers who belong to ICMA are bound by its Code of Ethics, which states that every member of the organization shall act with integrity in all personal and professional matters so that they will merit the respect and trust of elected officials, employees, and the public. This stringently enforced Code specifies 12 ethical principles of personal and professional conduct, including dedication to the cause of good government.

ICMA members believe in the effectiveness of representative democracy and the value of government services provided equitably to residents within a community. ICMA members are also committed to standards of honesty and integrity that go beyond those required by the law. For more information, contact ICMA or visit <http://icma.org/ethics>.

Finally, ICMA defines professional management and recognizes individual members who are qualified by a combination of education and experience, adherence to high standards of integrity, and an assessed commitment to lifelong learning and professional development. ICMA members who meet these requirements may earn designation as an ICMA Credentialed Manager. For more information on ICMA's Voluntary Credentialing Program, visit <http://icma.org/credentialing>.

Are there other, independent organizations that support council-manager government?

The National Civic League (NCL) is America's original advocate for community democracy. This nonprofit, nonpartisan membership organization is dedicated to strengthening citizen democracy by transforming democratic institutions. NCL accomplishes its mission through technical assistance, training, publishing, research, and promoting the All-America City Awards, America's original and most prestigious community recognition program.

Founded in 1895, NCL serves as a clearinghouse for information on methods of improving state and local government. The League's *Model City Charter*, now in its eighth edition, has endorsed council-manager government since 1915.

For further information, contact

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National Civic League
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**EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF _____,
OKLAHOMA
and
_____,
CITY MANAGER**

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Employment Agreement

This Agreement, made and entered into this 5th day of March, 2010, by and between the City of _____, Oklahoma, a municipal corporation, (hereinafter called "Employer") and _____, (hereinafter called "Employee") an individual who has the education, training and experience in local government management and who, as a member of ICMA, is subject to the ICMA code of Ethics, both of whom agree as follows.

Section 1: Term

This Agreement shall remain in full force in effect from July 1, 2010, until June 30, 2013, (hereinafter referred to as primary term of service), subject to annual review on or before the anniversary date of each year thereafter, and shall automatically renew until terminated by the Employer or Employee as provided in Section 9, 10, 11 or 20 of this Agreement.

Section 2: Duties and Authority

Employer agrees to employ _____ as City Manager to perform the functions and duties specified in the City Charter in and for the City of _____, Oklahoma and by Ordinances of the City of _____ and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

A. Base Salary: Employer agrees to pay Employee an annual base salary of One Hundred Ten Thousand & No/100 Dollars (\$110,000.00) payable in installments at the same time other management employees of the Employer are paid.

B. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies or by the same amount of any across the board increase granted to non-union general employees of the Employer.

C. Consideration shall be given on an annual basis to increase compensation based upon performance. Increased compensation can be in the form of a salary increase and/or bonus and/or adjustment to benefits.

Section 4: Health, Disability and Life Insurance Benefits

A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for the Employee and his dependents equal to that which is

provided to all other general employees of the City of _____. The child(ren) premium rate paid by Employee shall apply for spouse dependent coverage.

B. The Employer agrees to provide Life Insurance equal to that which is provided to all other general employees of the City of _____.

Section 5: Vacation, Sick, and Military Leave

A. Upon commencing employment, the Employee shall be credited with five (5) days sick leave for use, if needed. Any credited sick leave not used after five (5) months of employment shall be credited back to the Employer. Also, the Employee shall be credited with five (5) days vacation leave. The Employee shall then accrue sick and vacation leave on an annual basis at the highest rate provided to any other non-uniformed employee.

B. The Employee is entitled to accrue all unused leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation leave as of the date of termination and sick leave shall be compensated in accordance with City Policy.

Section 6: Automobile/Monthly Vehicle Allowance

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary benefits herein provided, the sum of Five hundred twenty-five & No/100 Dollars (\$525.00) per month, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. Employer agrees to pay all applicable tax costs for both the Employer and Employee under this paragraph. The monthly allowance may be increased annually upon evaluation by Council. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle outside a twenty-five (25) mile radius of the municipal limits of the City of _____.

Section 7: Retirement

The Employer agrees to contribute 7.428% of gross wages (bi-weekly) in to the Oklahoma Municipal Retirement Fund – City Manager Option (OMRF-CM) plan solely for Employee's benefit.

Section 8: General Business Expenses

A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by the Employee, and agrees to reimburse or to pay said general expenses. Disbursement shall be processed for payment upon receipt of duly executed expense.

E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

F: Technology - The Employer shall provide Employee with a laptop computer, software, fax/modem required for the Employee to perform the job and to maintain communication. Employer shall provide Employee a monthly technology stipend in the amount of One Hundred & No/100 Dollars (\$100) per month.

Section 9: Termination

For the purpose of this Agreement, termination shall occur when:

A. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.

B. If the Employer, citizens or legislature acts to amend any provisions of the City Charter pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

C. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.

D. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resigns, then the Employee may declare a termination as of the date of the suggestion.

E. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice shall be provided in accordance with Section 19.

Section 10: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9.

If the Employee is terminated, the Employer shall provide a minimum severance payment equal to three (3) months salary at the current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee. The severance period shall increase by one month for each year of continuous service up to a total of six (6) months.

The Employee shall also be compensated for all accrued sick leave and vacation leave.

For the severance period following termination, the Employer shall pay the cost to continue the following benefits:

- A. Health insurance for the Employee and all dependents as provided in Section 4.**
- B. Life Insurance**
- C. Any other available benefits.**

If the Employee is terminated because of a conviction for a felony then the Employer is not obligated to pay severance under this section. If the Employee voluntarily resigns to accept other employment, or for any other reason personal to the Employee without being requested to do so either formally or informally by the Employer, the Employer is not obligated to pay severance under this section or to continue the payment of health insurance premiums.

Section 11: Resignation

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 30 days notice unless the parties agree otherwise.

Section 12: Performance Evaluation

Employer shall annually review the performance of the Employee in February of each year subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside teaching opportunities provide indirect benefits to the Employer and the Community, the Employee may elect to accept limited teaching assignments with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

Section 15: Moving and Relocation Expenses

Employee agrees to establish a residence and thereafter maintain a residence within the municipal boundaries of the City of _____ during the term of his employment.

A. Employer shall provide up to \$7,500.00 for expenses of moving Employee and his family and personal property from Lawton, Oklahoma to _____, Oklahoma. Said moving expenses include packing, moving, storage costs, unpacking, and insurance charges which shall be paid directly to company providing service(s) upon presenting invoice(s) and/or as reimbursement to Employee upon submitting receipt(s).

B. Employer shall pay Employee an interim housing allowance of \$500.00 per month for a period commencing July 1, 2010 and shall continue for a maximum of six (6) months or until a home is purchased and closed on, within the municipal boundaries of the City of _____, whichever occurs first.

C. The Employer shall pay the Employee's tax liability on all Employer provided benefits for relocation and housing.

Section 16: Indemnification

Beyond that required under Federal, State, or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation of its choice and at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee and chosen by the Employer, shall extend until a final determination of the legal action including any appeals brought by either party. The parties hereto specifically agree that any legal representation provided to, or for the benefit of, the Employee by the Oklahoma Mutual Assurance Group, or the successor liability insurance carrier of the Employer, shall be deemed by the parties to be satisfactory and shall fulfill any and all obligation of the Employer hereunder. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer and the Oklahoma Mutual Assurance Group, or

the successor liability insurance carrier of the Employer, in order for indemnification, as provided in this Section, to be available.

Section 17: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 18: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of _____ Charter or any other law.

A. Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other general employees and employees of the City Council as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

Section 19: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(A) EMPLOYER:

City of _____
ATTN: City Clerk
P.O Box _____
_____, Oklahoma _____

(B) EMPLOYEE:

_____, Oklahoma _____

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 20: Notices of Renewal/Non-Renewal

Subject to the provisions of Sections 9 and 10 set forth above, in the event either party hereto wishes to exercise its or his right not to renew or extend the Agreement beyond any of the anniversary dates described in Section 1 above, the non-renewing party shall give sixty (60) days written notice to the other party at the address indicated herein of its or his intention not to renew the Agreement. In the absence thereof, said Agreement shall be considered by the parties as automatically renewed for the subsequent year.

Section 21: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written examination may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective date. This Agreement shall become effective on July 1, 2010.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Executed the day and date above written.

CITY OF _____, OKLAHOMA

_____, Mayor

_____, City Manager

ATTEST:

_____, City Clerk

APPROVED AS TO FORM:

_____, City Attorney

**CITY OF GLENPOOL
GLENPOOL, OKLAHOMA**

RESOLUTION NO. 17008

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENPOOL,
OKLAHOMA, APPOINTING AN INTERIM CITY MANAGER FOR THE
CITY OF GLENPOOL TO FILL THAT VACANT POSITION FROM THE
DATE OF THIS RESOLUTION UNTIL SUCH DATE AS A NEW
PERMANENT CITY MANAGER HAS BEEN APPOINTED**

WHEREAS, due to the resignation of the most recently appointed City Manager, effective May 15, 2017, the City Council is now required to select and appoint a new City Manager of the City; and

WHEREAS, the City Council has adopted Resolution No. 17007 for the purpose of establishing a policy and procedures for the search, selection and appointment of such permanent, new City Manager; and

WHEREAS, appointment of an interim City Manager is prudent in order to provide continuity and stability in the leadership of the City until such time as a new permanent City Manager has been appointed; and

WHEREAS, approval of this Resolution is in the best interests of the residents of the City of Glenpool.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Glenpool, Oklahoma, as follows:

1. The following employee of the City of Glenpool is hereby named and appointed by majority vote of the City Council, at its regular meeting on June 5, 2017, to serve as Interim City Manager from the date of this Resolution until such time as a new permanent City Manager has been appointed.

-
2. The Interim City Manager is hereby empowered to perform the functions of a City Manager in the statutory Council-Manager form of city government as provided by Title 11 § 10-113 of the Oklahoma Statutes, and as implemented by Title 1, Chapter 8, Section 2 of the Glenpool City Code, specifically the Interim City Manager shall:

- a. Be the chief executive officer and head of the administrative branch of the City government;
 - b. Execute the laws and administer the government of the City, and be responsible therefor to the City Council;
 - c. Appoint and, when necessary for the good of the service, remove, demote, lay off or suspend all heads of administrative departments and other administrative officers and employees of the City except as otherwise provided by law;
 - d. Supervise and control all administrative departments, officers and agencies;
 - e. Administer the budget for fiscal year 2017-2018, and prepare a budget for fiscal year 2018-2019 only in the event that a permanent City Manager has not been appointed by May 31, 2018;
 - f. Submit to the City Council a report after the end of fiscal year 2018 on the finances and administrative activities of the City for the preceding year, only in the event that a permanent City Manager has not been appointed by May 31, 2018;
 - g. Keep the council advised of the financial condition and future needs of the City, and make recommendations as he/she deems desirable; and
 - h. Perform such other duties as may be prescribed by law or by ordinance.
3. Inasmuch as Title 11 § 10-112 provides that the City Council may appoint the City Manager to other offices and positions in the City government, but the City Manager may not receive compensation for service in such other offices or positions, the Interim City Manager will receive the following compensation for service as City Manager:
\$ _____ per _____, and shall likewise perform the duties of his/her current employment as _____, but without additional compensation for such duties.
4. The Interim City Manager shall, in all respects, be subordinate and accountable to the City Council and shall be removed from that position at the pleasure of the City Council, at which time he/she will return to his/her duties as _____ and shall receive the compensation provided for that position in the current fiscal year budget.

Dated this ____ day of _____ 2017.

CITY OF GLENPOOL, OKLAHOMA

Timothy L. Fox, Mayor

ATTEST:

Susan White, City Clerk

Approved as to Form:

Lowell Peterson, City Attorney

NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
REGULAR MEETING

A Regular Session of the Glenpool Utility Service Authority will begin at 6:00 p.m. immediately following the Glenpool City Council meeting, on Monday, June 5, 2017, 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) Public Works Director Report - Wes Richter, Director of Public Works
- D) Scheduled Business
 - 1) Discussion and possible action to approve minutes from May 1, and May 15, 2017 meetings.
 - 2) Discussion and possible action to approve, and authorize the Chairman to execute indicating consent of GUSA to the amended version of the April 8, 2004, Agreement Between Glenpool Utility Service Authority and Controlled Waste, Inc., for the purposes of (i) designating American Waste Control, Inc., as the successor carrier for the pick-up and disposal of solid waste within the City limits of Glenpool; and (ii) implementing provisions of Ordinance No. 736 to add recycling of recyclable solid waste to the services provided by American Waste Control, Inc.; as approved by the City Council on June 5, 2017.
(Susan White, Acting City Manager)
 - 3) Discussion and possible action to ratify action of City Council concerning Resolution No. 17005 of the City of Glenpool, "Resolution Authorizing The City Of Glenpool To Renew That Certain Security Agreement By And Between The City Of Glenpool And The Glenpool Utility Services Authority With Respect To The Issuance Of Utility System Revenue Bonds, Tax Exempt Refunding Series 2010 A And Taxable Refunding Series 2010 B, Dated As Of December 1, 2010."
(Julie Casteen, Finance Director)
 - 4) Discussion and possible action to ratify action of the City Council concerning Resolution No. 17006 of the City of Glenpool, "Resolution Authorizing The City Of Glenpool To Renew That Certain Security Agreement By And Between The City Of Glenpool And The Glenpool Utility Services Authority With Respect To The Issuance Of Utility System Revenue Bonds, Tax Exempt Refunding Series 2011, Dated As Of January 1, 2011."
(Julie Casteen, Finance Director)
 - 5) Discussion and update concerning Pecan Estates Sanitary Sewer Relocation project.

(Lynn Burrow, Community Development Director)

E) Adjournment

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

Signed: _____
Clerk



Public Works Director's Report

June 5, 2017

To: Glenpool Utility Services Authority Board Members,

The following report highlights and summarizes the various activities that are currently being addressed by the Public Works Department.

Waste Water Treatment Plant:

- Submitted Monthly DMR report to ODEQ we went over the limit on 1 BOD sample, it takes 6 days to receive the lab results which leaves no time to pull a retest sample. I call the lab when we received the results and they stated a high percentage of tests came back higher than normal and was unsure as to why.
- 3 sewer backups were reported they were all on customer's side. One customer advised that roto rooter told them it was on the city's side so the guys went and jet rodded the main line and there was no blockage on our line. I decided to call a vender to come and do a camera demo on that line. The demo was successful in showing that our line was in very good shape and clear of any debris and allowed us to look at the customers tap so that I could let them know if they had a problem. Their tap looked fine as well I informed the customer and they said thank you. We have a sewer camera in next year's budget which will be a big asset to the city.

Water Distribution:

- Meter reading started on May 1st.
- Meter reading was completed on May 10th.
- Total rereads for May were 99 of which 17 were incorrect reads and were sent out for 2nd re reads.
- 206 Service Orders, 15 Blue tags were issued by the water billing dept.
- 4 New construction meters were set and 3 meter replacements.
- 206 Line locates were issued by call Okie.
- 159 turned off for nonpayment.
- 1104 AMR meters have been installed. An accident at the plant had stopped any meters from being built. The install should start back up the week of June 5th.

MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
REGULAR SESSION
May 1, 2017

The Regular Session of the Glenpool Utility Services Authority was held at Glenpool City Hall. Trustees present: Tim Fox; Momodou Ceesay; Patricia Agee; Brandon Kearns and Jacqueline Triplett-Lund.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Susan White, Trust Secretary; Julie Casteen, Trust Treasurer; and Wes Richter, Director of Public Works.

- A) **Chairman Fox called the meeting to order at 8:36 p.m.**
- B) **Susan White, Secretary called the roll and Chairman Fox declared a quorum present.**
- C) Public Works Director Report - Wes Richter, Director of Public Works
- Mr. Richter reviewed the various activities accomplished by the water/wastewater personnel during the previous month.
- D) **Scheduled Business:**
- 1) **Discussion and possible action to elect a Chairman.**
MOTION: Trustee Ceesay moved, second by Trustee Agee to elect Timothy Fox as Chairman.
FOR: Trustee Lund; Trustee Ceesay; Trustee Fox; Trustee Agee; Trustee Kearns
AGAINST: None
Motion carried.
 - 2) **Discussion and possible action to elect a Vice Chairman.**
MOTION: Chairman Fox moved, second by Trustee Agee to elect Momodou Ceesay as Vice Chairman.
FOR: Trustee Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns; Trustee Lund
AGAINST: None
Motion carried.
 - 3) **Discussion and possible action to approve minutes from April 3, April 6, April 20, and April 27, 2017 meetings.**
MOTION: Vice Chairman Ceesay moved, second by Trustee Agee to approve minutes as presented.
FOR: Chairman Fox; Trustee Agee (April 3, 6, 27); Trustee Kearns (April 20); Trustee Lund (April 3, 27); Vice Chairman Ceesay
AGAINST: None
ABSTAIN: Trustee Agee (April 20-Absent); Trustee Kearns (April 3, 6, 27-Absent); Trustee Lund (April 6, 20-Absent)
Motion carried.
 - 4) **Discussion and possible action to approve National League of Cities Service Line Warranty program.**
Roger Kolman, Trust Manager advised the Trustees that this item also appeared on the City Council agenda. Because the program is designed specifically for water/wastewater utility customers, it should also be approved by the Utility Services Authority board.
MOTION: Trustee Lund moved, second by Trustee Agee to approve NLC Service Line warranty program.
FOR: Trustee Agee; Trustee Kearns; Trustee Lund; Trustee Ceesay; Chairman Fox
AGAINST: None
Motion carried.
 - 5) **Discussion and possible action to approve a professional services agreement from Shaffer, Kline, & Warren Inc., in an amount not to exceed \$16,000 for a water distribution study and analysis, study area located south of 161st Street and US 75.**

Lynn Burrow, Community Development Director advised Trustees that if approved, the agreement would produce a study that evaluates the city's current distribution system south of 161st along the US 75 corridor.

MOTION: Trustee Lund moved, second by Trustee Agee to approve a professional services agreement from Shaffer, Kline, & Warren, Inc. as presented.

FOR: Trustee Lund; Trustee Ceesay; Chairman Fox Trustee Agee

AGAINST: Trustee Kearns

Motion carried.

E) Adjournment.

- There being no further business, Chairman Fox declared the meeting adjourned at 8:57 p.m.

Date

Chairman

ATTEST:

Secretary

MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
SPECIAL SESSION
May 15, 2017

The Special Session of the Glenpool Utility Services Authority was held at Glenpool City Hall. Trustees present: Tim Fox, Chairman; Momodou Ceesay, Vice Chairman; Patricia Agee; Brandon Kearns and Jacqueline Triplett-Lund.

Staff present: Roger Kolman, City Manager; Lowell Peterson, Trust Attorney; Susan White, Trust Secretary; Julie Casteen, Trust Treasurer and Lynn Burrow, Community Development Director.

A) Chairman Fox called the meeting to order at 8:21 p.m.

B) Susan White, Secretary called the roll and Chairman Fox declared a quorum present.

C) Scheduled Business:

- 1) Discussion and possible action to ratify action taken by the Glenpool City Council to adopt Resolution No. 17004, as it pertains to the FY 2017-2018 Budget of the Glenpool Utility Services Authority.**

MOTION: Trustee Agee moved, second by Vice Chairman Ceesay to ratify action taken by the Glenpool City Council to adopt Resolution No. 17004.

FOR: Trustee Lund; Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns

AGAINST: None

Motion carried.

D) Adjournment.

- There being no further business, Chairman Fox declared the meeting adjourned at 8:23 p.m.

Date

Chairman

ATTEST:

Secretary

**NOTICE
GLENPOOL INDUSTRIAL AUTHORITY
MEETING**

A Regular Session of the Glenpool Industrial Authority will begin at 6:00 p.m. immediately following the Glenpool Utility Service Authority meeting, Monday, June 5, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon, 3rd Floor, Glenpool, Oklahoma.

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

AGENDA

- A) Call to Order.
- B) Roll call, declaration of quorum.
- C) Scheduled Business.
 - 1) Discussion and possible action to approve minutes from May 1, and May 15, 2017 meetings.
- D) Adjournment.

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

Signed: _____
City Clerk

**MINUTES
GLENPOOL INDUSTRIAL AUTHORITY
REGULAR MEETING
May 1, 2017**

The Regular Meeting of the Glenpool Industrial Authority was held at Glenpool City Hall Council Chambers. Trustees present: Timothy Fox, Momodou Ceesay, Patricia Agee Brandon Kearns, and Jacqueline Triplett-Lund.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Susan White, Trust Secretary and Julie Casteen, Trust Treasurer.

A) Timothy Fox, Chairman called the meeting to order at 8:57 p.m.

B) Susan White, Secretary called the roll and Chairman Fox declared a quorum present.

C) Scheduled Business

1) Discussion and possible action to elect a Chairman.

MOTION: Trustee Lund moved, second by Trustee Agee to elect Timothy Fox as Chairman.

FOR: Trustee Lund; Trustee Ceesay; Trustee Fox; Trustee Agee; Trustee Kearns

AGAINST: None

Motion carried.

2) Discussion and possible action to elect a Vice Chairman.

MOTION: Trustee Lund moved, second by Trustee Kearns to elect Momodou Ceesay as Vice Chairman.

FOR: Trustee Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns; Trustee Lund

AGAINST: None

Motion carried.

3) Discussion and possible action to approve minutes from April 3, April 6 and April 20, and April 27, 2017 meetings.

MOTION: Trustee Agee moved, second by Vice Chairman Ceesay to approve minutes as presented.

FOR: Chairman Fox; Trustee Agee (April 3, 6, 27); Trustee Kearns (April 20); Trustee Lund (April 3, 27); Trustee Ceesay

AGAINST: None

ABSTAIN: Trustee Agee (April 20-Absent); Trustee Kearns (April 3, 6, 27-Absent); Trustee Lund (April 6, 20-Absent)

Motion carried.

D) Adjournment

- There being no further business, Chairman Fox declared the meeting adjourned at 9:00 p.m.

Date

Chairman

ATTEST:

Secretary

**MINUTES
GLENPOOL INDUSTRIAL AUTHORITY
SPECIAL SESSION
May 15, 2017**

The Special Session of the Glenpool Industrial Authority was held at Glenpool City Hall Council Chambers. Trustees present: Timothy Fox, Chairman; Momodou Ceesay, Vice Chairman; Patricia Agee; Brandon Kearns; and Jacqueline Triplett-Lund.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Susan White, Trust Secretary; and Julie Casteen, Trust Treasurer.

- A) **Timothy Fox, Chairman called the meeting to order at 8:23 p.m.**
- B) **Susan White, Secretary called the roll and Chairman Fox declared a quorum present.**
- C) **Scheduled Business**
- 1) **Discussion and possible action to ratify action taken by the Glenpool City Council to adopt Resolution No. 17004, as it pertains to the FY 2017-2018 Budget of the Glenpool Industrial Authority.**
MOTION: Trustee Lund moved, second by Trustee Agee to ratify action taken by the Glenpool City Council to adopt Resolution No. 17004.
FOR: Trustee Lund, Vice Chairman Ceesay, Chairman Fox, Trustee Agee; Trustee Kearns
AGAINST: None
Motion carried.
- D) **Adjournment**
- There being no further business, Chairman Fox declared the meeting adjourned at 8:24 p.m.

Date

Chairman

ATTEST:

Secretary

NOTICE
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
REGULAR MEETING

A Regular Session of the Glenpool Area Emergency Medical Service District will begin at 6:00 p.m. immediately following the Glenpool Industrial Authority meeting, Monday, June 5, 2017, 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)** EMS Report - Brian Cook, Director of Operations, Mercy Regional EMS
- D)** District Administrator Report - Susan White, Adm., Sec.
- E)** Scheduled Business
 - 1)** Public Hearing for the purpose of receiving public comments, if any, on the proposed FY 2017-2018 Annual Budget.
 - a. Open Public Hearing - Timothy Fox, Chairman
 - b. Presentation of Proposed Budget - Julie Casteen, Treasurer
 - c. Facilitate Public Comments - Timothy Fox, Chairman
 - d. Close Public Hearing - Timothy Fox, Chairman
 - 2)** Discussion and possible action to adopt the 2017-2018 Annual Budget for the Glenpool Area Emergency Medical Service District (GEMS).
(Julie Casteen, Treasurer)
 - 3)** Discussion and possible action to approve minutes from May 1, 2017 meeting.
 - 4)** Discussion and possible action to approve FY 16-17 Budget Amendments resulting in an anticipated \$228,154 remaining in Fund Balance.
(Julie Casteen, Treasurer)
 - 5)** Discussion and possible action to appoint Timothy Fox, Chairman, as checking account signatory.
(Julie Casteen, Treasurer)
 - 6)** Discussion and possible action to approve purchase order(s) and receipts register totaling \$33,338.09.
(Julie Casteen, Treasurer)
- F)** Adjournment.

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

Signed: _____
District Administrator/Secretary

Mercy Regional



Brian Cook
Chief of Operations
PO Box 2398
Owasso, OK 74055
Office: 918.609.5827
Email: bcook@mercy-regional.com

To: Honorable Chair and GEMS Board Members

From: Brian Cook, Chief of Operations

Date: May 31, 2017

Ref: EMS Report April 27, 2017 – May 30, 2017

During the period of April 27th through May 30th Mercy Regional logged 129 calls for service.

- 68 patients were treated and transported to a hospital.
- 42 patients were treated on scene but refused transport to the hospital
- 8 calls were cancelled prior to arrival
- 7 calls required mutual aid from a neighboring service
- 2 calls were mutual aid given to a neighboring service
- 1 scene standby
- 1 no patient found

Mercy Regional had a 98% response compliance. The following calls show a longer response time:

- 17-5029 ambulance responded from previous incident located at the QT on 121st
- 17-5227 ambulance had to stage until the police secured the scene
- 17-5298 caller gave the wrong address
- 17-5387 was mutual aid given
- 17-5412 caller gave the wrong address
- 17-5602 was a motor vehicle accident at 20100 S HW 75 and ambulance encountered heavy traffic
- 17-5691 our second ambulance coming in to cover was the closest ambulance but wasn't in Glenpool

There have been no new members added in May.

A handwritten signature in black ink, appearing to read "Brian Cook".

Brian Cook,
Chief of Operations

CRun	Call Date	Destination	Dispatched	En Route	On Scene	Transport	Arrived	Clear	Response Time	Unit
17-4846	4/27/2017 08:44	ST. FRANCIS TULSA	4/27/2017 08:44	4/27/2017 08:46	4/27/2017 08:49	4/27/2017 09:03	4/27/2017 09:24	4/27/2017 09:37	00:05:28	MEDIC 401
17-4878	4/28/2017 00:12	CANCELLED	4/28/2017 00:15	4/28/2017 00:15	4/28/2017 00:15	4/28/2017 00:15	4/28/2017 00:15	4/28/2017 00:15	00:02:40	
17-4882	4/28/2017 03:07	SIGNED PATIENT REFUSAL	4/28/2017 03:10	4/28/2017 03:10	4/28/2017 03:13	4/28/2017 03:47	4/28/2017 03:47	4/28/2017 03:47	00:05:46	MEDIC 401
17-4899	4/28/2017 15:22	SIGNED PATIENT REFUSAL	4/28/2017 15:24	4/28/2017 15:25	4/28/2017 15:27	4/28/2017 15:40	4/28/2017 15:40	4/28/2017 15:40	00:04:16	MEDIC 401
17-4910	4/28/2017 19:41	SIGNED PATIENT REFUSAL	4/28/2017 19:43	4/28/2017 19:43	4/28/2017 19:49	4/28/2017 20:09	4/28/2017 20:09	4/28/2017 20:09	00:07:46	MEDIC 401
17-4918	4/28/2017 22:23	ST. FRANCIS TULSA	4/28/2017 22:24	4/28/2017 22:24	4/28/2017 22:29	4/28/2017 22:44	4/28/2017 23:09	4/28/2017 23:19	00:05:46	MEDIC 401
17-4920	4/28/2017 23:58	ST. JOHN TULSA	4/29/2017 00:01	4/29/2017 00:01	4/29/2017 00:05	4/29/2017 00:24	4/29/2017 00:47	4/29/2017 01:06	00:06:10	MEDIC 401
17-4922	4/29/2017 02:11	ST. FRANCIS TULSA	4/29/2017 02:13	4/29/2017 02:16	4/29/2017 02:17	4/29/2017 02:36	4/29/2017 02:52	4/29/2017 03:10	00:06:08	MEDIC 401
17-4945	4/29/2017 18:11	CANCELLED BY PD OR OTHER SERVICE	4/29/2017 18:13	4/29/2017 18:13	4/29/2017 18:13	4/29/2017 18:13	4/29/2017 18:13	4/29/2017 18:13	00:02:27	MEDIC 401
17-4946	4/29/2017 18:28	ST. FRANCIS TULSA	4/29/2017 18:28	4/29/2017 18:28	4/29/2017 18:32	4/29/2017 18:42	4/29/2017 19:29	4/29/2017 19:29	00:04:04	MEDIC 401
17-4952	4/29/2017 23:04	SIGNED PATIENT REFUSAL	4/29/2017 23:05	4/29/2017 23:08	4/29/2017 23:10	4/29/2017 23:42	4/29/2017 23:42	4/29/2017 23:42	00:06:22	MEDIC 401
17-4953	4/29/2017 23:31	SIGNED PATIENT REFUSAL	4/29/2017 23:31	4/29/2017 23:33	4/29/2017 23:43	4/30/2017 00:34	4/30/2017 00:34	4/30/2017 00:34	00:12:06	MEDIC 102
17-4954	4/29/2017 23:46	SIGNED PATIENT REFUSAL	4/29/2017 23:46	4/29/2017 23:46	4/29/2017 23:48	4/29/2017 23:56	4/29/2017 23:56	4/29/2017 23:56	00:01:57	MEDIC 401
17-4955	4/30/2017 00:33	SIGNED PATIENT REFUSAL	4/30/2017 00:34	4/30/2017 00:34	4/30/2017 00:34	4/30/2017 00:34	4/30/2017 00:34	4/30/2017 00:34	00:01:43	MEDIC 102
17-4962	4/30/2017 14:24	HILLCREST MEDICAL CENTER	4/30/2017 14:25	4/30/2017 14:26	4/30/2017 14:30	4/30/2017 14:59	4/30/2017 15:31	4/30/2017 15:45	00:06:03	MEDIC 401
17-4964	4/30/2017 15:25	ST. FRANCIS TULSA	4/30/2017 15:25	4/30/2017 15:26	4/30/2017 15:30	4/30/2017 16:01	4/30/2017 16:23	4/30/2017 16:40	00:04:55	MEDIC 102
17-4966	4/30/2017 17:31	ST. FRANCIS TULSA	4/30/2017 17:31	4/30/2017 17:32	4/30/2017 17:33	4/30/2017 17:42	4/30/2017 18:01	4/30/2017 18:08	00:02:35	MEDIC 401
17-4970	4/30/2017 19:15	HILLCREST MEDICAL CENTER	4/30/2017 19:16	4/30/2017 19:16	4/30/2017 19:18	4/30/2017 19:28	4/30/2017 19:42	4/30/2017 20:00	00:03:16	MEDIC 401
17-4994	5/1/2017 11:27	ST. FRANCIS TULSA	5/1/2017 11:29	5/1/2017 11:29	5/1/2017 11:31	5/1/2017 11:48	5/1/2017 12:06	5/1/2017 12:26	00:04:05	MEDIC 401
17-5014	5/1/2017 17:06	GOING POV	5/1/2017 17:07	5/1/2017 17:08	5/1/2017 17:08	5/1/2017 17:08	5/1/2017 17:08	5/1/2017 17:08	00:01:47	
17-5020	5/1/2017 19:44	ST. FRANCIS TULSA	5/1/2017 19:45	5/1/2017 19:45	5/1/2017 19:48	5/1/2017 20:45	5/1/2017 21:06	5/1/2017 21:37	00:03:41	MEDIC 401
17-5026	5/2/2017 06:09	SIGNED PATIENT REFUSAL	5/2/2017 06:09	5/2/2017 06:11	5/2/2017 06:16	5/2/2017 06:42	5/2/2017 06:42	5/2/2017 06:42	00:07:11	MEDIC 401
17-5029	5/2/2017 06:36	SIGNED PATIENT REFUSAL	5/2/2017 06:37	5/2/2017 06:42	5/2/2017 06:47	5/2/2017 06:56	5/2/2017 06:56	5/2/2017 06:56	00:10:17	MEDIC 401
17-5030	5/2/2017 07:35	ST. FRANCIS TULSA	5/2/2017 07:35	5/2/2017 07:35	5/2/2017 07:36	5/2/2017 07:54	5/2/2017 08:04	5/2/2017 08:25	00:01:41	MEDIC 401
17-5042	5/2/2017 11:58	SIGNED PATIENT REFUSAL	5/2/2017 11:59	5/2/2017 12:00	5/2/2017 12:05	5/2/2017 12:17	5/2/2017 12:17	5/2/2017 12:17	00:07:21	MEDIC 401
17-5053	5/2/2017 16:44	SIGNED PATIENT REFUSAL	5/2/2017 16:45	5/2/2017 16:46	5/2/2017 16:51	5/2/2017 17:16	5/2/2017 17:16	5/2/2017 17:16	00:06:18	MEDIC 401
17-5072	5/3/2017 09:06	HILLCREST SOUTH	5/3/2017 09:06	5/3/2017 09:06	5/3/2017 09:12	5/3/2017 09:31	5/3/2017 09:46	5/3/2017 09:59	00:06:36	MEDIC 401
17-5104	5/4/2017 02:26	SIGNED PATIENT REFUSAL	5/4/2017 02:28	5/4/2017 02:29	5/4/2017 02:34	5/4/2017 02:50	5/4/2017 02:50	5/4/2017 02:50	00:07:56	MEDIC 401
17-5129	5/4/2017 15:03	HILLCREST MEDICAL CENTER	5/4/2017 15:03	5/4/2017 15:05	5/4/2017 15:09	5/4/2017 15:23	5/4/2017 16:01	5/4/2017 16:21	00:05:43	MEDIC 401
17-5135	5/4/2017 18:02	SIGNED PATIENT REFUSAL	5/4/2017 18:02	5/4/2017 18:02	5/4/2017 18:06	5/4/2017 18:15	5/4/2017 18:15	5/4/2017 18:15	00:04:04	MEDIC 401
17-5138	5/4/2017 20:23	SIGNED PATIENT REFUSAL	5/4/2017 20:23	5/4/2017 20:26	5/4/2017 20:27	5/4/2017 20:52	5/4/2017 20:52	5/4/2017 20:52	00:03:42	MEDIC 401
17-5148	5/5/2017 05:46	ST. JOHN TULSA	5/5/2017 05:46	5/5/2017 05:47	5/5/2017 05:51	5/5/2017 06:17	5/5/2017 06:44	5/5/2017 06:59	00:05:28	MEDIC 401
17-5160	5/5/2017 10:17	CANCELLED	5/5/2017 10:18	5/5/2017 10:18	5/5/2017 10:19	5/5/2017 10:19	5/5/2017 10:19	5/5/2017 10:19	00:02:09	
17-5167	5/5/2017 11:25	ST. FRANCIS TULSA	5/5/2017 11:25	5/5/2017 11:26	5/5/2017 11:28	5/5/2017 11:59	5/5/2017 12:21	5/5/2017 12:39	00:03:08	MEDIC 401
17-5182	5/5/2017 15:24	ST. JOHN TULSA	5/5/2017 15:25	5/5/2017 15:26	5/5/2017 15:30	5/5/2017 15:42	5/5/2017 16:08	5/5/2017 16:49	00:05:54	MEDIC 401
17-5187	5/5/2017 20:09	SIGNED PATIENT REFUSAL	5/5/2017 20:13	5/5/2017 20:13	5/5/2017 20:13	5/5/2017 20:38	5/5/2017 20:38	5/5/2017 20:38	00:03:30	MEDIC 401
17-5188	5/5/2017 19:59	UNK	5/5/2017 20:00	5/5/2017 20:03	5/5/2017 20:03	5/5/2017 20:03	5/5/2017 20:03	5/5/2017 20:03	00:03:49	MUTUAL AID RECIEVED
17-5190	5/5/2017 20:09	SIGNED PATIENT REFUSAL	5/5/2017 20:13	5/5/2017 20:13	5/5/2017 20:13	5/5/2017 20:38	5/5/2017 20:38	5/5/2017 20:38	00:03:30	MEDIC 401
17-5191	5/5/2017 20:09	SIGNED PATIENT REFUSAL	5/5/2017 20:13	5/5/2017 20:13	5/5/2017 20:13	5/5/2017 20:38	5/5/2017 20:38	5/5/2017 20:38	00:03:30	MEDIC 401
17-5192	5/5/2017 20:09	SIGNED PATIENT REFUSAL	5/5/2017 20:13	5/5/2017 20:13	5/5/2017 20:13	5/5/2017 20:38	5/5/2017 20:38	5/5/2017 20:38	00:03:30	MEDIC 401
17-5193	5/5/2017 20:09	SIGNED PATIENT REFUSAL	5/5/2017 20:13	5/5/2017 20:13	5/5/2017 20:13	5/5/2017 20:38	5/5/2017 20:38	5/5/2017 20:38	00:03:30	MEDIC 401
17-5201	5/6/2017 02:01	HILLCREST SOUTH	5/6/2017 02:01	5/6/2017 02:02	5/6/2017 02:04	5/6/2017 02:22	5/6/2017 02:39		00:03:04	MEDIC 401
17-5223	5/6/2017 21:47	ST. JOHN TULSA	5/6/2017 21:47	5/6/2017 21:49	5/6/2017 21:53	5/6/2017 22:14	5/6/2017 22:30	5/6/2017 23:06	00:05:41	MEDIC 401
17-5227	5/6/2017 23:45	NO PATIENT FOUND	5/6/2017 23:46	5/6/2017 23:49	5/7/2017 00:04	5/7/2017 00:04	5/7/2017 00:04	5/7/2017 00:04	00:19:19	MEDIC 401
17-5240	5/7/2017 13:06	ST. JOHN TULSA	5/7/2017 13:06	5/7/2017 13:07	5/7/2017 13:11	5/7/2017 13:27	5/7/2017 13:52	5/7/2017 14:06	00:04:46	MEDIC 401
17-5244	5/7/2017 13:49	UNK	5/7/2017 13:50	5/7/2017 13:50	5/7/2017 13:50	5/7/2017 13:50	5/7/2017 13:50	5/7/2017 13:50	00:00:58	MUTUAL AID RECIEVED
17-5246	5/7/2017 15:18	ST. FRANCIS TULSA	5/7/2017 15:19	5/7/2017 15:19	5/7/2017 15:23	5/7/2017 15:54	5/7/2017 16:11	5/7/2017 16:21	00:05:06	MEDIC 401
17-5247	5/7/2017 15:18	SIGNED PATIENT REFUSAL	5/7/2017 15:19	5/7/2017 15:19	5/7/2017 15:23	5/7/2017 15:55	5/7/2017 15:55	5/7/2017 15:55	00:05:06	MEDIC 401
17-5248	5/7/2017 15:18	SIGNED PATIENT REFUSAL	5/7/2017 15:19	5/7/2017 15:19	5/7/2017 15:23	5/7/2017 15:55	5/7/2017 15:55	5/7/2017 15:55	00:05:06	MEDIC 401
17-5250	5/7/2017 15:18	SIGNED PATIENT REFUSAL	5/7/2017 15:19	5/7/2017 15:19	5/7/2017 15:23	5/7/2017 15:55	5/7/2017 15:55	5/7/2017 15:55	00:05:06	MEDIC 401
17-5251	5/7/2017 15:18	SIGNED PATIENT REFUSAL	5/7/2017 15:19	5/7/2017 15:19	5/7/2017 15:23	5/7/2017 15:55	5/7/2017 15:55	5/7/2017 15:55	00:05:06	MEDIC 401
17-5252	5/7/2017 15:18	SIGNED PATIENT REFUSAL	5/7/2017 15:19	5/7/2017 15:19	5/7/2017 15:23	5/7/2017 15:55	5/7/2017 15:55	5/7/2017 15:55	00:05:06	MEDIC 401
17-5255	5/7/2017 15:18	ST. FRANCIS TULSA	5/7/2017 15:19	5/7/2017 15:19	5/7/2017 15:23	5/7/2017 15:54	5/7/2017 16:11	5/7/2017 16:21	00:05:06	MEDIC 401
17-5262	5/7/2017 23:59	ST. JOHN TULSA	5/8/2017 00:01	5/8/2017 00:01	5/8/2017 00:05	5/8/2017 00:20	5/8/2017 00:37	5/8/2017 00:57	00:06:20	MEDIC 401
17-5276	5/8/2017 09:22	SCENE STANDBY	5/8/2017 09:23	5/8/2017 09:24	5/8/2017 09:30	5/8/2017 10:24	5/8/2017 10:24	5/8/2017 10:24	00:08:00	MEDIC 401
17-5298	5/8/2017 17:38	ST. JOHN TULSA	5/8/2017 17:38	5/8/2017 17:38	5/8/2017 17:49	5/8/2017 18:14	5/8/2017 18:37	5/8/2017 19:04	00:11:26	MEDIC 401

17-5302	5/8/2017 18:35	HILLCREST SOUTH	5/8/2017 18:36	5/8/2017 18:36	5/8/2017 18:42	5/8/2017 18:58	5/8/2017 19:13	5/8/2017 20:03	00:07:43	MEDIC 101
17-5303	5/8/2017 20:43	ST. FRANCIS TULSA	5/8/2017 20:44	5/8/2017 20:45	5/8/2017 20:54	5/8/2017 21:19	5/8/2017 21:49	5/8/2017 22:26	00:10:52	MEDIC 401
17-5304	5/8/2017 20:43	ST. FRANCIS TULSA	5/8/2017 20:44	5/8/2017 20:45	5/8/2017 20:54	5/8/2017 21:19	5/8/2017 21:50	5/8/2017 22:26	00:10:52	MEDIC 401
17-5318	5/9/2017 12:03	ST. FRANCIS TULSA	5/9/2017 12:03	5/9/2017 12:04	5/9/2017 12:07	5/9/2017 12:27	5/9/2017 12:47	5/9/2017 13:07	00:04:02	MEDIC 102
17-5328	5/9/2017 14:38	SIGNED PATIENT REFUSAL	5/9/2017 14:38	5/9/2017 14:40	5/9/2017 14:46	5/9/2017 15:00	5/9/2017 15:00	5/9/2017 15:00	00:08:06	MEDIC 401
17-5331	5/9/2017 14:38	SIGNED PATIENT REFUSAL	5/9/2017 14:38	5/9/2017 14:40	5/9/2017 14:46	5/9/2017 15:01	5/9/2017 15:01	5/9/2017 15:01	00:08:06	MEDIC 401
17-5358	5/10/2017 10:03	ST. JOHN SAPULPA	5/10/2017 10:04	5/10/2017 10:04	5/10/2017 10:07	5/10/2017 10:23	5/10/2017 10:33	5/10/2017 10:53	00:03:36	MEDIC 401
17-5367	5/10/2017 11:58	ST. JOHN TULSA	5/10/2017 11:59	5/10/2017 11:59	5/10/2017 12:01	5/10/2017 12:21	5/10/2017 12:45	5/10/2017 13:05	00:03:18	MEDIC 401
17-5383	5/10/2017 19:59	ST. FRANCIS TULSA	5/10/2017 19:59	5/10/2017 19:59	5/10/2017 20:00	5/10/2017 20:24	5/10/2017 20:47	5/10/2017 21:15	00:01:47	MEDIC 401
17-5386	5/10/2017 22:57	ST. FRANCIS TULSA	5/10/2017 22:57	5/10/2017 23:00	5/10/2017 23:05	5/10/2017 23:21	5/10/2017 23:40	5/11/2017 00:01	00:08:22	MEDIC 401
17-5387	5/10/2017 23:31	ST. JOHN TULSA	5/10/2017 23:33	5/10/2017 23:34	5/10/2017 23:46	5/10/2017 23:59	5/11/2017 00:37	5/11/2017 01:04	00:14:41	MEDIC 101
17-5412	5/11/2017 13:15	ST. FRANCIS TULSA	5/11/2017 13:15	5/11/2017 13:15	5/11/2017 13:29	5/11/2017 13:44	5/11/2017 14:09	5/11/2017 14:33	00:13:30	MEDIC 401
17-5420	5/11/2017 15:19	ST. FRANCIS TULSA	5/11/2017 15:20	5/11/2017 15:21	5/11/2017 15:26	5/11/2017 15:36	5/11/2017 15:54	5/11/2017 16:11	00:06:04	MEDIC 401
17-5427	5/11/2017 20:06	HILLCREST SOUTH	5/11/2017 20:06	5/11/2017 20:06	5/11/2017 20:07	5/11/2017 20:28	5/11/2017 20:43	5/11/2017 21:01	00:01:43	MEDIC 401
17-5428	5/11/2017 20:37	ST. JOHN TULSA	5/11/2017 20:37	5/11/2017 20:37	5/11/2017 20:39	5/11/2017 21:27	5/11/2017 21:52	5/11/2017 22:06	00:02:13	MEDIC 102
17-5458	5/12/2017 16:18	SIGNED PATIENT REFUSAL	5/12/2017 16:19	5/12/2017 16:19	5/12/2017 16:21	5/12/2017 16:35	5/12/2017 16:35	5/12/2017 16:35	00:02:28	MEDIC 301
17-5461	5/12/2017 18:56	SIGNED PATIENT REFUSAL	5/12/2017 18:57	5/12/2017 18:58	5/12/2017 19:03	5/12/2017 19:21	5/12/2017 19:21	5/12/2017 19:21	00:07:09	MEDIC 401
17-5477	5/13/2017 05:13	ST. JOHN TULSA	5/13/2017 05:13	5/13/2017 05:13	5/13/2017 05:17	5/13/2017 05:32	5/13/2017 05:52	5/13/2017 06:13	00:04:52	MEDIC 401
17-5478	5/13/2017 05:25	UNK	5/13/2017 05:26							
17-5484	5/13/2017 08:57	ST. FRANCIS VINITA	5/13/2017 08:59	5/13/2017 09:00	5/13/2017 09:01	5/13/2017 09:26	5/13/2017 09:30	5/13/2017 09:50	00:03:20	MUTUAL AID RECIEVED
17-5486	5/13/2017 09:18	SIGNED PATIENT REFUSAL	5/13/2017 09:21	5/13/2017 09:22	5/13/2017 09:24	5/13/2017 10:05	5/13/2017 10:05	5/13/2017 10:05	00:06:17	MEDIC 401
17-5494	5/13/2017 14:15	ST. FRANCIS TULSA	5/13/2017 14:16	5/13/2017 14:17	5/13/2017 14:25	5/13/2017 14:39	5/13/2017 14:56	5/13/2017 15:18	00:10:05	MEDIC 401
17-5495	5/13/2017 14:32	MUTUAL AID	5/13/2017 14:34							
17-5510	5/13/2017 23:11	ST. FRANCIS TULSA	5/13/2017 23:13	5/13/2017 23:13	5/13/2017 23:17	5/13/2017 23:34	5/13/2017 23:54	5/14/2017 00:11	00:06:56	MUTUAL AID RECIEVED
17-5515	5/14/2017 14:00	ST. JOHN SAPULPA	5/14/2017 14:01	5/14/2017 14:03	5/14/2017 14:08	5/14/2017 14:29	5/14/2017 14:33	5/14/2017 14:42	00:07:24	MEDIC 401
17-5518	5/14/2017 14:51	SIGNED PATIENT REFUSAL	5/14/2017 14:52	5/14/2017 14:52	5/14/2017 14:58	5/14/2017 15:17	5/14/2017 15:17	5/14/2017 15:17	00:06:04	MEDIC 401
17-5527	5/14/2017 22:46	SIGNED PATIENT REFUSAL	5/14/2017 22:46	5/14/2017 22:46	5/14/2017 22:47	5/14/2017 23:03	5/14/2017 23:03	5/14/2017 23:03	00:01:37	MEDIC 401
17-5529	5/14/2017 23:28	SIGNED PATIENT REFUSAL	5/14/2017 23:28	5/14/2017 23:30	5/14/2017 23:37	5/15/2017 00:12	5/15/2017 00:12	5/15/2017 00:12	00:09:15	MEDIC 401
17-5541	5/15/2017 09:27	ST. JOHN TULSA	5/15/2017 09:27	5/15/2017 09:27	5/15/2017 09:29	5/15/2017 09:49	5/15/2017 10:18	5/15/2017 10:37	00:01:55	MEDIC 401
17-5559	5/15/2017 14:51	SIGNED PATIENT REFUSAL	5/15/2017 14:52	5/15/2017 14:53	5/15/2017 14:56	5/15/2017 15:16	5/15/2017 15:16	5/15/2017 15:16	00:04:32	MEDIC 401
17-5565	5/15/2017 19:23	SIGNED PATIENT REFUSAL	5/15/2017 19:23	5/15/2017 19:23	5/15/2017 19:23	5/15/2017 19:44	5/15/2017 19:44	5/15/2017 19:44	00:00:31	MEDIC 401
17-5579	5/16/2017 09:06	ST. FRANCIS TULSA	5/16/2017 09:07	5/16/2017 09:08	5/16/2017 09:12	5/16/2017 09:32	5/16/2017 09:52	5/16/2017 10:12	00:06:05	MEDIC 401
17-5602	5/16/2017 16:45	HILLCREST MEDICAL CENTER	5/16/2017 16:45	5/16/2017 16:46	5/16/2017 17:12	5/16/2017 17:12	5/16/2017 18:08	5/16/2017 19:01	00:27:15	MEDIC 401
17-5604	5/16/2017 17:08		5/16/2017 17:09							
17-5635	5/17/2017 12:51	SIGNED PATIENT REFUSAL	5/17/2017 12:53	5/17/2017 12:53	5/17/2017 12:56	5/17/2017 13:22	5/17/2017 13:22	5/17/2017 13:22	00:05:29	MUTUAL AID RECIEVED
17-5661	5/18/2017 08:35	ST. JOHN TULSA	5/18/2017 08:36	5/18/2017 08:36	5/18/2017 08:40	5/18/2017 09:29	5/18/2017 09:49	5/18/2017 10:25	00:04:16	MEDIC 401
17-5679	5/18/2017 14:38	ST. FRANCIS TULSA	5/18/2017 14:38	5/18/2017 14:39	5/18/2017 14:41	5/18/2017 14:55	5/18/2017 15:13	5/18/2017 15:31	00:03:25	MEDIC 401
17-5690	5/19/2017 03:31	ST. FRANCIS TULSA	5/19/2017 03:31	5/19/2017 03:35	5/19/2017 03:39	5/19/2017 04:07	5/19/2017 04:23	5/19/2017 04:46	00:08:08	MEDIC 401
17-5691	5/19/2017 03:58	SIGNED PATIENT REFUSAL	5/19/2017 03:58	5/19/2017 03:58	5/19/2017 04:13				00:14:51	MEDIC 102
17-5708	5/19/2017 12:02	ST. FRANCIS TULSA	5/19/2017 12:02	5/19/2017 12:02	5/19/2017 12:06	5/19/2017 12:25	5/19/2017 13:00	5/19/2017 14:12	00:04:29	MEDIC 401
17-5713	5/19/2017 13:29	HILLCREST SOUTH	5/19/2017 13:29	5/19/2017 13:29	5/19/2017 13:33	5/19/2017 13:56	5/19/2017 14:18	5/19/2017 14:35	00:04:06	MEDIC 102
17-5737	5/20/2017 00:45	CANCELLED ENROUTE	5/20/2017 00:45	5/20/2017 00:49	5/20/2017 00:49	5/20/2017 00:49	5/20/2017 00:49	5/20/2017 00:49	00:03:54	MEDIC 401
17-5782	5/21/2017 17:58	HILLCREST SOUTH	5/21/2017 17:59	5/21/2017 18:01	5/21/2017 18:04	5/21/2017 18:21	5/21/2017 18:34	5/21/2017 18:43	00:05:53	MEDIC 401
17-5788	5/21/2017 22:39	ST. JOHN TULSA	5/21/2017 22:39	5/21/2017 22:40	5/21/2017 22:43	5/21/2017 23:02	5/21/2017 23:21	5/21/2017 23:33	00:03:07	MEDIC 401
17-5822	5/22/2017 17:41	SIGNED PATIENT REFUSAL	5/22/2017 17:41	5/22/2017 17:41	5/22/2017 17:48	5/22/2017 18:07	5/22/2017 18:07	5/22/2017 18:07	00:06:52	MEDIC 401
17-5832	5/23/2017 00:57	CANCELLED BY PD OR OTHER SERVICE	5/23/2017 00:59	5/23/2017 01:01	5/23/2017 01:05	5/23/2017 01:08	5/23/2017 01:08	5/23/2017 01:08	00:08:21	MEDIC 401
17-5868	5/23/2017 21:03	HILLCREST MEDICAL CENTER	5/23/2017 21:03	5/23/2017 21:06	5/23/2017 21:10	5/23/2017 21:27	5/23/2017 21:50	5/23/2017 22:22	00:07:03	MEDIC 401
17-5903	5/24/2017 16:02	SIGNED PATIENT REFUSAL	5/24/2017 16:03	5/24/2017 16:03	5/24/2017 16:03	5/24/2017 16:28	5/24/2017 16:28	5/24/2017 16:28	00:00:48	MEDIC 401
17-5915	5/25/2017 05:01	ST. JOHN SAPULPA	5/25/2017 05:03	5/25/2017 05:05	5/25/2017 05:08	5/25/2017 05:31	5/25/2017 05:45	5/25/2017 06:04	00:06:53	MEDIC 401
17-5924	5/25/2017 10:12	CANCELLED	5/25/2017 10:13	5/25/2017 10:14	5/25/2017 10:16	5/25/2017 10:17	5/25/2017 10:17	5/25/2017 10:17	00:03:58	MEDIC 401
17-5930	5/25/2017 11:14	SIGNED PATIENT REFUSAL	5/25/2017 11:15	5/25/2017 11:15	5/25/2017 11:17	5/25/2017 11:35	5/25/2017 11:35	5/25/2017 11:35	00:03:18	MEDIC 401
17-5939	5/25/2017 14:32		5/25/2017 14:32	5/25/2017 14:32	5/25/2017 14:33	5/25/2017 15:00	5/25/2017 15:19	5/25/2017 15:36	00:00:57	MEDIC 401
17-5943	5/25/2017 15:28	ST. FRANCIS SOUTH	5/25/2017 15:28	5/25/2017 15:28	5/25/2017 15:30	5/25/2017 15:51	5/25/2017 16:10	5/25/2017 16:45	00:02:13	MEDIC 102
17-5947	5/25/2017 17:30	SIGNED PATIENT REFUSAL	5/25/2017 17:30	5/25/2017 17:31	5/25/2017 17:34	5/25/2017 17:55	5/25/2017 17:55	5/25/2017 17:55	00:04:41	MEDIC 401
17-5950	5/25/2017 18:52	ST. FRANCIS TULSA	5/25/2017 18:53	5/25/2017 18:53	5/25/2017 18:53	5/25/2017 19:12	5/25/2017 19:31	5/25/2017 19:39	00:01:03	MEDIC 401
17-5958	5/26/2017 02:17	ST. JOHN TULSA	5/26/2017 02:19	5/26/2017 02:20	5/26/2017 02:24	5/26/2017 02:45	5/26/2017 03:04	5/26/2017 03:24	00:06:52	MEDIC 401
17-5964	5/26/2017 08:23	HILLCREST MEDICAL CENTER	5/26/2017 08:23	5/26/2017 08:24	5/26/2017 08:27	5/26/2017 08:49	5/26/2017 09:06	5/26/2017 09:21	00:04:23	MEDIC 401

17-5967	5/26/2017 09:23	HILLCREST SOUTH	5/26/2017 09:24	5/26/2017 09:24	5/26/2017 09:27	5/26/2017 09:52	5/26/2017 10:11	5/26/2017 10:33	00:04:16	MEDIC 102
17-5982	5/26/2017 13:19	ST. FRANCIS TULSA	5/26/2017 13:19	5/26/2017 13:21	5/26/2017 13:25	5/26/2017 13:38	5/26/2017 14:01	5/26/2017 14:18	00:05:32	MEDIC 401
17-5988	5/26/2017 15:37	ST. FRANCIS TULSA	5/26/2017 15:37	5/26/2017 15:37	5/26/2017 15:41	5/26/2017 15:50	5/26/2017 16:07	5/26/2017 16:18	00:04:34	MEDIC 401
17-5989	5/26/2017 15:43		5/26/2017 15:43							
17-5991	5/26/2017 16:32	ST. JOHN TULSA	5/26/2017 16:33	5/26/2017 16:33	5/26/2017 16:36	5/26/2017 16:53	5/26/2017 17:13	5/26/2017 17:49	00:03:41	MUTUAL AID RECIEVED
17-6004	5/26/2017 20:47	OSU MEDICAL CENTER	5/26/2017 20:49	5/26/2017 20:49	5/26/2017 20:49	5/26/2017 21:08	5/26/2017 21:23	5/26/2017 21:35	00:02:41	MEDIC 101
17-6023	5/27/2017 14:32	ST. FRANCIS TULSA	5/27/2017 14:33	5/27/2017 14:33	5/27/2017 14:37	5/27/2017 14:51	5/27/2017 15:10	5/27/2017 15:28	00:04:33	MEDIC 401
17-6024	5/27/2017 16:26	ST. FRANCIS TULSA	5/27/2017 16:27	5/27/2017 16:27	5/27/2017 16:30	5/27/2017 16:50	5/27/2017 17:12	5/27/2017 17:40	00:03:55	MEDIC 401
17-6030	5/27/2017 21:44	SIGNED PATIENT REFUSAL	5/27/2017 21:46	5/27/2017 21:46	5/27/2017 21:48	5/27/2017 22:34	5/27/2017 22:34	5/27/2017 22:34	00:03:59	MEDIC 401
17-6041	5/28/2017 12:26	ST. FRANCIS TULSA	5/28/2017 12:27	5/28/2017 12:27	5/28/2017 12:30	5/28/2017 12:43	5/28/2017 12:57	5/28/2017 13:15	00:03:51	MEDIC 401
17-6053	5/28/2017 20:06	SIGNED PATIENT REFUSAL	5/28/2017 20:06	5/28/2017 20:10	5/28/2017 20:10	5/28/2017 20:25	5/28/2017 20:25	5/28/2017 20:25	00:04:19	MEDIC 401
17-6074	5/29/2017 13:16	ST. JOHN SAPULPA	5/29/2017 13:17	5/29/2017 13:21	5/29/2017 13:21	5/29/2017 13:51	5/29/2017 14:06	5/29/2017 14:40	00:04:55	MEDIC 401
17-6076	5/29/2017 14:09	EMSA MUTUAL AID	5/29/2017 14:10							MUTUAL AID RECIEVED
17-6084	5/29/2017 22:11	ST. JOHN TULSA	5/29/2017 22:11	5/29/2017 22:12	5/29/2017 22:16	5/29/2017 22:27	5/29/2017 22:45	5/29/2017 23:02	00:04:14	MEDIC 401
17-6086	5/29/2017 23:53	ST. FRANCIS SOUTH	5/29/2017 23:53	5/29/2017 23:54	5/29/2017 23:54	5/30/2017 00:03	5/30/2017 00:18	5/30/2017 00:37	00:01:38	MEDIC 401
17-6088	5/30/2017 01:04	HILLCREST MEDICAL CENTER	5/30/2017 01:04	5/30/2017 01:05	5/30/2017 01:08	5/30/2017 01:31	5/30/2017 01:56	5/30/2017 02:20	00:04:01	MEDIC 401
17-6131	5/30/2017 20:17	CANCELLED	5/30/2017 20:22	5/30/2017 20:22	5/30/2017 20:22	5/30/2017 20:22	5/30/2017 20:22	5/30/2017 20:22	00:04:54	

Glenpool Area Emergency Medical Services District

12205 South Yukon Avenue
Glenpool, Oklahoma 74033

To: HONORABLE CHAIRMAN AND TRUSTEES
From: Susan White, District Administrator/Secretary
Date: June 5, 2017
Subject: District Administrator Report

Follow-up on new officer appointments

Last month the Board appointed a Requisitioning Officer and a Receiving Officer and set the authority for those positions to be applied during the claims payable process. The implementation of the procedure to utilize the new positions has proven effective to enhance internal controls while streamlining the requisition process.

Budget adoption

Tonight Board members will conduct a Public Hearing for the proposed FY 2017-2018 Budget and consider action to adopt the same.

I would like to publically express my thanks to Julie Casteen for all of the work she has invested in the Budget proposal.

Checking account signatory

The Board will consider action tonight to appoint Chairman Fox as a third signatory on the checking account. It is very important to appoint a new signatory to replace Mr. Kolman. Ms. Casteen and I are also signatories on the account. Since we are considered employees of GEMS, it is important to have at least one signatory that is not an employee.

Glenpool Area Emergency Medical Service District

12205 South Yukon Avenue
Glenpool, Oklahoma 74033

To: HONORABLE CHAIRMAN AND GEMS DISTRICT BOARD MEMBERS
From: Julie Casteen, District Treasurer
Date: May 26, 2017
Subject: FY17-18 Budget Public Hearing

Background:

According to the Emergency Medical Service District Budget Act (19.O.S. §§ 35-1701 through 35-1801), at least one public hearing must be held no later than 15 days prior to the beginning of the budget year (July 1).

Staff Recommendation:

Staff recommends that the Chairman declare a public hearing for the purpose of receiving citizen input concerning the Fiscal Year 2017-2018 Proposed Budget for the Glenpool Area Emergency Medical Services District.

Attachments:

FY17-18 Proposed Budget



GEMS

Glenpool Area Medical Service District
Glenpool, Oklahoma

FY17-18 Proposed Budget



12205 South Yukon Avenue
Glenpool, Oklahoma 74033

May 26, 2017

Dear Chairman and Members of the Glenpool Area Emergency Medical Service District:

The accompanying the Glenpool Area Emergency Medical Service District ("GEMS") proposed budget for the 2017-2018 fiscal year is submitted for your review and discussion. The annual budget process provides GEMS with the opportunity to review not only where it has been historically, but where it is headed in the future. The results of that process are encapsulated in the estimated revenues and expenditures/expenses that are included in the accompanying budget proposal.

The FY 2017-2018 budget proposal is prepared and presented in accordance with the Oklahoma Emergency Medical Service District Budget Act.

Highlights of the proposed budget include:

- Revenues from Ad Valorem taxes totaling \$256,553
- Funding for the ambulance service contract with Mercy Regional totaling \$144,000
- \$105,300 for reimbursements to the City for first responder and administrative services

The FY17-18 proposed expenditures rely on the use of \$65,712 in fund balance.

Sincerely,

Susan White
District Administrator

GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
FY 2018 PROPOSED BUDGET
GENERAL FUND

	FY2016 ACTUAL 6/30/2016	FY2017 BUDGET (as amended)	FY2017 PROJECTED 06/30/2017	FY2018 BUDGET ESTIMATE	CHANGE OVER FY17 BUDGET AS AMENDED	
					\$	%
Revenues:						
Ad Valorem Tax	\$ 233,603	\$ 241,948	\$ 253,800	\$ 256,553	\$ 14,605	6.0%
Interest Earned	159	-	-	-	-	NA
Total Revenues	\$ 233,761	\$ 241,948	\$ 253,800	\$ 256,553	\$ 14,605	6.0%
Expenditures:						
Personal Services	\$ 10,865	\$ 10,865	\$ 10,865	\$ 10,865	\$ -	0.0%
Materials & Supplies	19,387	19,350	19,350	30,000	10,650	55.0%
Other Charges & Services	171,582	312,049	267,743	273,400	(38,649)	-12.4%
Travel & Training	1,411	8,000	8,000	8,000	-	0.0%
Capital Outlay	-	71,200	71,200	-	(71,200)	-100.0%
Total Expenditures	\$ 203,245	\$ 421,464	\$ 377,158	\$ 322,265	\$ (99,199)	-23.5%
Excess (deficiency) of revenues over expenditures	\$ 30,516	\$ (179,516)	\$ (123,358)	\$ (65,712)	\$ 113,804	-63.4%
Other Financing Sources (Uses):						
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -	NA
Transfers Out	-	-	-	-	-	NA
Transfer to Fund Balance	-	-	-	-	-	NA
Total Other Fin Sources (Uses)	\$ -	\$ -	\$ -	\$ -	\$ -	NA
Net Change in Fund Balance	\$ 30,516	\$ (179,516)	\$ (123,358)	\$ (65,712)	\$ 113,804	-63.4%
Beginning Fund Balance	\$ 377,153	\$ 407,670	\$ 407,670	\$ 284,312	\$ (123,358)	-30.3%
Ending Fund Balance	\$ 407,670	\$ 228,154	\$ 284,312	\$ 218,600	\$ (9,554)	-4.2%

Glenpool Area Emergency Medical Service District

12205 South Yukon Avenue
Glenpool, Oklahoma 74033

To: HONORABLE CHAIRMAN AND GEMS DISTRICT BOARD MEMBERS
From: Julie Casteen, District Treasurer
Date: May 26, 2017
Subject: FY17-18 Budget Adoption

Background:

The GEMS District intends to hold a public hearing on the FY18 Proposed Budget at its June 5, 2017 regular meeting. Following the public hearing, the District may make a motion to adopt the appropriations contained in the proposed budget.

Staff Recommendation:

Staff recommends adoption of the budget for Fiscal Year 2017-2018.

Attachments:

None

MINUTES

GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT

Regular Meeting

May 1, 2017

The Regular Meeting of the Glenpool Area Emergency Medical Service District was held at Council Chambers, Glenpool City Hall. Trustees present: Tim Fox; Momodou Ceesay; Patricia Agee; Brandon Kearns and Jacqueline Triplett-Lund.

Staff present: Lowell Peterson, District Legal Counsel; Susan White, District Administrator, Secretary; and Julie Casteen, District Treasurer. Roger Kolman, City Manager, and Brett Copple with Mercy Regional EMS were also present.

- A) **Chairman Fox called the meeting to order at 9:01 p.m.**
- B) **Secretary White called the roll and Chairman Fox declared a quorum present.**
- C) **EMS Report - Brian Cook, Director of Operations, Mercy Regional EMS**
- Brett Copple, Manager presented the report for the period of March 22 to April 26, 2017. Mercy logged 142 calls during that period and maintained a 95% response time compliance.
 - Mr. Copple detailed the protocol used for dispatching a second ambulance. This was in response to a question from the Board at the previous meeting.
- D) **District Administrator Report - Susan White, Adm., Sec.**
- The OSAI has already assigned an auditor for the 2016 audit. She spent April 11-13 on site and has concluded her field work. Ms. White anticipates a swifter process than previous audits.
 - Ms. White and Julie Casteen, Treasurer met during a phone conference with the Tulsa County Purchasing Director to discuss the County's purchasing policy and consider application to GEMS to expedite the process while maintaining statutory procedures.
- E) **Scheduled Business**
- 1) **Discussion and possible action to elect Chairman.**
MOTION: Trustee Lund moved, second by Trustee Agee to elect Timothy Fox as Chairman.
FOR: Trustee Lund; Trustee Ceesay; Trustee Fox; Trustee Agee; Trustee Kearns
AGAINST: None
Motion carried.
- 2) **Discussion and possible action to elect Vice Chairman.**
MOTION: Trustee Lund moved, second by Trustee Agee to elect Momodou Ceesay as Vice Chairman.
FOR: Trustee Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns; Trustee Lund
AGAINST: None
Motion carried.
- 3) **Discussion and possible action to approve minutes from April 3, 2017, 2017 meeting.**
MOTION: Trustee Lund moved, second by Vice Chairman Ceesay to approve minutes as presented.
FOR: Chairman Fox; Trustee Agee; Trustee Lund; Vice Chairman Ceesay
AGAINST: None
ABSTAIN: Trustee Kearns (absent April 3)
Motion carried.
- 4) **Discussion and possible action to adopt Resolution No. 1700GEMS, A Resolution Authorizing The Glenpool Area Emergency Medical Service District To Appoint Requisitioning And Receiving Officers And To Set Authority For The Positions.**
The purpose of the Resolution was to appoint Officers to enhance internal controls and effectuate the requisition process. The addition of the appointments will provide a procedure to order goods and services under statutory

spending limits. Claims approval will remain the duty of the Board before payment can be made. Susan White, Adm. recommended approval of the Resolution.

MOTION: Trustee Kearns moved, second by Trustee Agee to adopt Resolution No. 1700GEMS as presented. approve purchase order and receipts register as presented.

FOR: Trustee Agee; Trustee Kearns; Trustee Lund; Vice Chairman Ceesay; Chairman Fox

AGAINST: None

Motion carried.

5) Discussion and possible action to purchase two Physio Control Lifepak 15 cardiac monitor/defibrillators with associated equipment for a price not to exceed \$72,000.00 as quoted.

Paul Newton, Fire Chief presented a proposal to purchase 2 cardiac monitor/defibrillators. He advised the Board that the purchase was included in the current budget and recommended approval.

MOTION: Trustee Lund moved, second by Vice Chairman Ceesay to approve the purchase of the equipment as described at a cost not to exceed \$72,000.00.

FOR: Trustee Kearns; Trustee Lund; Vice Chairman Ceesay; Chairman Fox; Trustee Agee

AGAINST: None

Motion carried.

6) Discussion and possible action to approve purchase order(s) and receipts register totaling \$28,980.12.

MOTION: Trustee Kearns moved, second by Trustee Agee to approve purchase order and receipts register presented, plus \$2,392.00 bringing the total to \$31,372.12.

FOR: Trustee Lund; Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns

AGAINST: None

Motion carried.

7) Discussion and possible action to accept the FY 2017 Estimate of Needs engagement letter from Arledge & Associates, direct the Chairman to sign the letter on behalf of the Board and the District Treasurer to sign on behalf of Management.

Ms. Casteen, Treasurer advised the Board that GEMS is statutorily required to provide an Estimate of Needs to the County Excise Board annually. A review by an independent accountant is also required. Staff have sought the assistance of Arledge & Associates to act in this capacity. Staff recommended acceptance of the engagement letter submitted on behalf of Arledge & Associates for the purpose stated.

MOTION: Vice Chairman Ceesay moved, second by Trustee Agee to accept the FY 2017 Estimate of Needs engagement letter from Arledge & Associates and direct the Chairman and District Treasurer to sign the letter.

FOR: Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns; Trustee Lund

AGAINST: None

Motion carried

F) Adjournment.

- There being no further business, the meeting was adjourned at 9:24 p.m.

Date

ATTEST:

Clerk/Secretary

Chairman

Glenpool Area Emergency Medical Service District

12205 South Yukon Avenue
Glenpool, Oklahoma 74033

To: HONORABLE CHAIRMAN AND GEMS DISTRICT BOARD MEMBERS
From: Julie Casteen, District Treasurer
Date: May 26, 2017
Subject: FY16-17 Budget Amendments

Background:

As part of the fiscal year-end closing process, budget transfers are typically needed to ensure actual expenditures do not exceed appropriations in each account. Section 1720 of the Emergency Medical Service District Budget Act (19 O.S. Sec. 1701, *et seq.*) gives the Board authority to approve the transfer of funds between accounts.

The original adopted budget included \$77,256 for first responder/admin reimbursements to be made to the City. Based on the number of EMR runs through April 30, 2017, the projected reimbursement amount to the City for FY17 is \$113,511, including a substantial buffer in case of extreme call volumes.

In addition, it has been determined that audit expense appropriations may not be lapsed without prior approval by the State Auditor and Inspector. As of June 30, 2017, the appropriated amount for audit expense should be \$54,438. The current appropriation is \$22,612, a difference of \$31,826. A request will be made upon completion of the FY16 audit for any unexpended appropriation to be lapsed and returned to fund balance.

To balance the budget at the account level, a transfer of appropriation is required from the transfer to reserves budget to the First Responder Expenses account and to the Audit Expense account as outlined in Exhibit A. It is also recommended to decrease the Interest income revenue to zero to reflect actual revenues.

The amended budget reflects an anticipated ending fund balance of \$228,154. Final results of the FY16-17 revenues and expenditures will be presented at a future meeting.

Staff Recommendation:

Staff recommends approval of the amended budget.

Attachments:

FY 16-17 Budget Amendments

EXHIBIT A

GLENPOOL EMERGENCY MEDICAL SERVICE DISTRICT FY16-17 BUDGET AMENDMENTS

	ACTUALS FY2016	APPROVED BUDGET FY2017	AMENDMENTS	RESTATED BUDGET FY2017
Personal Services:				
Salaries and Wages	\$ 10,000	\$ 10,000	\$ -	10,000
FICA	765	765	-	765
Unemployment	100	100	-	100
Supplies:				
Operating Supplies	5,664	10,000	-	10,000
Minor Equipment	13,724	9,350	-	9,350
Other Charges & Services				
Ambulance Contract	80,003	144,000	-	144,000
First Responder/Admin Fees	90,451	77,256	36,255	113,511
Audit Fees	925	22,612	31,826	54,438
Misc Services and Charges	203	100	-	100
Travel & Training:				
Travel & Training:	1,411	8,000	-	8,000
Capital Expenditures:				
Capital Purchases	-	71,200	-	71,200
Total Expenditures	\$ 203,245	\$ 353,383	\$ 68,081	\$ 421,464
Beginning Fund Balance	\$ 377,153	\$ 341,949	\$ 65,721	\$ 407,670
Operating Revenues	233,603	241,948	-	241,948
Non-Operating Revenues	159	50	(50)	-
Other Financing Sources	-	-	-	-
Expenses	203,245	353,383	68,081	421,464
Non-Operating Expenses	-	-	-	-
Ending Fund Balance	\$ 407,670	\$ 230,564	\$ (2,410)	\$ 228,154

Glenpool Area Emergency Medical Service District

12205 South Yukon Avenue

Glenpool, Oklahoma 74033

To: HONORABLE CHAIRMAN AND GEMS DISTRICT BOARD MEMBERS

From: Julie Casteen, District Treasurer

Date: May 26, 2017

Subject: GEMS Checking Account Signatory

Background:

To maintain proper internal controls, a minimum of three signatories are needed on the District's checking account. With the resignation of Roger Kolman, the appointment of a new signatory is necessary.

Staff Recommendation:

Staff recommends a motion to appoint Timothy Lee Fox as a signatory on the GEMS checking account.

Attachments:

None.

Glenpool Area Emergency Medical Service District

12205 South Yukon Avenue

Glenpool, Oklahoma 74033

To: HONORABLE CHAIRMAN AND GEMS DISTRICT BOARD MEMBERS
From: Julie Casteen, District Treasurer
Date: May 26, 2017
Subject: Approval of Purchase Order Receiving Report and Payment Claims as of 5/26/17 totaling \$33,338.09

Background:

A purchase order receiving report and a list of claims to be paid is presented to the Board monthly for approval.

Staff Recommendation:

Staff recommends a motion to accept the PO Receipt Register report dated 5/26/17 and approve the following payments:

P.O. Number	Account	Description	Vendor	Invoice #	Amount
17-07412	31-6-01-6202	Medical Supplies	Arrow International	94815569	557.54
17-06357	31-6-01-6210	May Ambulance Service	Centurion Health Systems	1413	\$12,000.00
17-06343	31-6-01-6225	April City Reimbursement	City of Glenpool	4/30/2017	9,482.00
17-07410	31-6-01-6202	Medical Supplies	Curtin Drugs	691033	60.00
17-07410	31-6-01-6202	Medical Supplies	Curtin Drugs	691034	30.00
17-07410	31-6-01-6202	Medical Supplies	Curtin Drugs	691032	35.00
17-07410	31-6-01-6202	Medical Supplies	Curtin Drugs	688476	39.38
17-07410	31-6-01-6202	Medical Supplies	Curtin Drugs	691035	70.00
17-07409	31-6-01-6202	Medical Supplies	Emergency Medical Products	1905087	621.85
17-07411	31-6-01-6202	Medical Supplies	Henry Chein, Inc.	41422701	90.76
17-06390	31-6-01-6202	Cylinder Rental	Pace Products of Tulsa	112669	120.00
17-07443	31-6-01-6236	FY14-15 Audit Fees	State Auditor & Inspector	113127	10,231.56
				Total	\$33,338.09

Attachments:

1. PO Receipt Register dated 5/26/17 totaling \$33,338.09
2. Purchase Order Claims Register dated 5/26/17 totaling \$33,338.09
3. Purchase Orders and Invoices totaling \$33,338.09

5/26/2017 4:09 PM
SEQUENCE: VENDOR NAME (ALPHA)

P O R E C E I P T R E G I S T E R
AUDIT REPORT

PAGE: 1
DETAIL LEVEL: INVOICE

VENDOR	NAME	INVOICE	POST DATE	BANK	INVOICE AMOUNT	VENDOR TOTAL
01-001274	ARROW INTERNATIONAL, INC.	94815569	6/05/2017	31	557.54	557.54
01-001267	CENTURION HEALTH SYSTEMS, DBA	1413	6/05/2017	POOL	12,000.00	12,000.00
01-000507	CITY OF GLENPOOL	04-30-17	6/05/2017	31	9,482.00	9,482.00
01-001236	CURTIN DRUG	05-10-17	6/05/2017	31	234.38	234.38
01-000480	EMERGENCY MEDICAL PRODUCTS	1905087	6/06/2017	31	621.85	621.85
01-001271	HENRY SCHEIN INC	41422701	6/05/2017	31	90.76	90.76
01-000450	PACE PRODUCTS OF TULSA	112669	6/05/2017	31	120.00	120.00
01-001017	STATE AUDITOR AND INSPECTOR	113127	6/05/2017	31	10,231.56	10,231.56
TOTALS					33,338.09	33,338.09

PURCHASE ORDER CLAIM REGISTER
SUMMARY REPORT

PURCHASE ORDER	DESCRIPTION	VENDOR #	VENDOR NAME	DATE INVOICE	AMOUNT
DEPARTMENT: 01 - NON-DEPARTMENTAL					
17-06390	MEDICAL OXYGEN FY 16-17	01-000450	PACE PRODUCTS OF TULSA	6/2017 112669	120.00
17-07409	EMS Supplies	01-000480	EMERGENCY MEDICAL PRODUCTS	6/2017 1905087	621.85
17-06343	ADMIN FEES GEMS FY 2016-2	01-000507	CITY OF GLENPOOL	6/2017 04-30-17	9,482.00
17-07443	GEMS AUDIT - FY14-FY15	01-001017	STATE AUDITOR AND INSPECTOR	6/2017 113127	10,231.56
17-07410	Epi 1:1000 Ampules	01-001236	CURTIN DRUG	6/2017 05-10-17	234.38
17-06357	AMBULANCE EMS SVC FY16-17	01-001267	CENTURION HEALTH SYSTEMS, DBA	6/2017 1413	12,000.00
17-07411	NS Flush 10ml x 100	01-001271	HENRY SCHEIN INC	6/2017 41422701	90.76
17-07412	45mm IO Needles with tub	01-001274	ARROW INTERNATIONAL, INC.	6/2017 94815569	557.54
DEPARTMENT TOTAL:					33,338.09
FUND TOTAL:					33,338.09
GRAND TOTAL:					33,338.09

PURCHASE ORDER CLAIM REGISTER
G/L RECAP

PERIOD	G/L ACCOUNT	NAME	AMOUNT	FUND TOTAL
6/2017	31-6-01-6202	OPERATING SUPPLIES	1,624.53	
6/2017	31-6-01-6210	AMBULANCE CONTRACT	12,000.00	
6/2017	31-6-01-6225	FIRST RESPONDER/ADMIN FEES	9,482.00	
6/2017	31-6-01-6236	AUDIT FEES	10,231.56	33,338.09
		GRAND TOTAL:		33,338.09

P U R C H A S E O R D E R

CITY OF GLENPOOL, OK

Email invoices: AP@cityofglenpool.com

Subject line must include PO and Vendor name or emails will be rejected

PURCHASE ORDER # 17-07412

05/04/2017

ISSUED TO: VEND #: 01-001274
ARROW INTERNATIONAL, INC.
P.O. BOX 60519
CHARLOTTE, NC 28260-0519

SHIP TO:
GLENPOOL FIRE DEPT.
PUBLIC SAFETY BUILDING
14536 S. ELWOOD AVE
GLENPOOL, OK 74033

I HEREBY APPROVE THE ISSUANCE OF THIS PURCHASE ORDER.

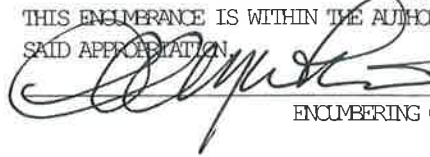


05/04/2017

PURCHASING OFFICER

DATE

I HEREBY CERTIFY THAT THE AMOUNT OF THIS ENCUMBRANCE HAS BEEN
ENTERED AGAINST THE DESIGNATED APPROPRIATION ACCOUNTS AND THAT
THIS ENCUMBRANCE IS WITHIN THE AUTHORIZED AVAILABLE BALANCE OF
SAID APPROPRIATION



05/04/2017

ENCUMBERING OFFICER

DATE

UNITS	DESCRIPTION	INV PART NUMBER	REQUEST	G/L ACCOUNT	PROJ	PRICE	AMOUNT
0.00	45mm IO Needles with tubing 45mm IO Needles with tubing		00019904	31 -6-01-6202		0.00	550.00 *

17.54
557.54

** TOTAL **

550.00

*** APPROVAL FOR PURCHASE ***

I HEREBY CERTIFY THAT THE MERCHANDISE AND/OR SERVICES DESCRIBED ABOVE HAVE BEEN SATISFACTORILY RECEIVED AND THAT THIS PURCHASE
ORDER IS NOW A TRUE AND JUST DEBT OF THIS CITY. THIS PURCHASE ORDER IS APPROVED FOR PAYMENT IN THE AMOUNT INDICATED ABOVE.



5/24/17

OFFICER OR DEPARTMENT HEAD IN CHARGE

DATE

62 O.S. SECTION 310.9 AND 74 O.S. SECTION 3109, PROVIDES THAT THE VENDOR'S SUBMISSION OF AN INVOICE OR ACCEPTANCE OF PAYMENT PURSUANT TO THIS PURCHASE CONSTITUTES A STATEMENT BY THE VENDOR THAT THE INVOICE OR CLAIM IS TRUE AND CORRECT. THE WORK, SERVICES OR MATERIALS AS SHOWN BY THE INVOICE OR CLAIM HAVE BEEN COMPLETED OR SUPPLIED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, ORDERS OR REQUESTS FURNISHED THE VENDOR, AND THE VENDOR HAS MADE NO PAYMENT, DIRECTLY OR INDIRECTLY, TO ANY ELECTED OFFICIAL, OFFICER OR EMPLOYEE OF THIS STATE OR ANY COUNTY OR POLITICAL SUBDIVISION OF THE STATE OF MONEY OR ANY OTHER THING OF VALUE TO OBTAIN PAYMENT. ANY VENDOR WHO SUBMITS AND INVOICE OR ACCEPTS PAYMENT PURSUANT TO THIS PURCHASE ORDER SHALL BE DEEMED TO ADOPT AND AFFIRM THE STATEMENT CONTAINED IN THIS PURCHASE ORDER UNLESS THE VENDOR STATES ON THE INVOICE THAT THE STATEMENT IS INCORRECT IN WHOLE OR IN PART; AND THE CITY OF GLENPOOL OR ITS RELATED ENTITIES AS THEIR INTEREST MAY APPEAR, MAY RECOVER FROM THE VENDOR THE FULL AMOUNT PAID PURSUANT TO THE PURCHASE ORDER IF THE STATEMENT ADOPTED AND AFFIRMED BY THE VENDOR IS FALSE.

THE VENDOR SHALL FURNISH ITEMIZED INVOICE WHICH STATES THE VENDOR'S NAME AND ADDRESS. A CLEAR DESCRIPTION OF EACH ITEM PURCHASED IT'S PRICE, THE NUMBER OR VOLUME OF EACH ITEM, ITS TOTAL PRICE, THE TOTAL OF THE PURCHASE, AND DATE OF THE PURCHASE.



3015 Carrington Mill Blvd, Suite 300
Morrisville, NC 27560
USA

Invoice

Number	Date	Page	Due Date
94815569	05/06/2017	Page 1 of 1	06/05/2017
Payer Account No. 2001257			

Bill To Party Account No. 2001257



T3 P1 *****AUTO**MIXED AADC 275
##-0001-##-1-826-826-623
CITY OF GLENPOOL
12205 SOUTH YUKON AVENUE
GLENPOOL OK 74033-6635
USA

Ship To Party Account No. 2001257

CITY OF GLENPOOL
ATTN:PO# 17-07412
12205 SOUTH YUKON AVENUE
GLENPOOL, OK 74033-6635
USA

Payment Remittance Address:

Arrow International, Inc.
PO Box 60519
Charlotte, NC 28260 - 0519

Wire Transfer Remittance:

Wells Fargo Bank N.A.
420 Montgomery Street
San Francisco, CA 94104
Account No. 2000040988562
Routing/ABA No. 121000248
SWIFT Code: WFBUS6S

Overnight Remittance Address:

Wells Fargo Lockbox Services
Arrow International, Inc.
Lockbox 60519
1525 West W.T. Harris Blvd - 2C2
Charlotte, NC 28262

Purchase Order Number	Sales Order Number	Order Placed By	Delivery Number	Carrier/Level of Service
17-07412	3453192	Debbie Self	8001380521	UPS
Tracking Number	Freight Terms	Incoterms	Payment Terms	Currency
126069200376125496	Pre-pay & Add	FOB ORIGIN	Net 30	USD

Line	Material	Material Description	UOM	Shipped Qty	Back Order Qty	Unit Price	Total
000010	9079-VC-005	EZ-IO 45MM NEEDLE (BOX OF 5)	BX	1	0	550.00	550.00

Brand: Arrow
Batch Number: 4899607
Expiration Date: 02/28/2021
Country of Origin: USA

Sub-Total	550.00
Freight	7.54
Tax	0.00
Total USD	557.54

The terms on our Acknowledgment and Invoices state Arrow's entire contract. Arrow shall not be bound by any different, additional or conflicting terms and conditions contained in Buyer's Purchase Order unless expressly agreed to in writing by Arrow. Arrow's Acknowledgment will not hereafter be subject to any change, modification or conflicting language without Arrow's prior written consent.

Tel 800-523-8446 | Email arrowcs@teleflex.com | www.teleflex.com | EIN: 23-1969991

RECEIVED
BY MAY 11 2017
A/P-FIN: GLENPOOL

ARROW

Gems

Order Confirmation

No.	Date	Page
3453192	05/05/2017	1 of 1

Sold To Party **Account No. 2001257**
 City of Glenpool
 12205 South Yukon Avenue
 Glenpool OK 74033-6635
 USA

Ship To Party **Account No 2001257**
 City of Glenpool
 Attn:PO# 17-07412
 12205 South Yukon Avenue
 Glenpool OK 74033-6635
 USA

Purchase Order No.	Purchase Order Date	Order Placed By	Processed By	Carrier/Level of Service
17-07412	05/05/2017	Debbie Self	TDOWDY	UPS Ground
Freight Terms	Incoterms	Payment Terms	Currency	
Pre-pay & Add	FOB ORIGIN	Net 30	USD	

Line	Material	Brand	Material Description	UOM	Order Qty	Shipping Date	Unit Price	Total
10	9079-VC-005	Arrow	EZ-IO 45MM NEEDLE (BOX OF 5)	BX	1	05/05/2017	550.00	550.00
Sub-Total								550.00
Total USD								550.00

Comments

— RECEIVED
 BY MAY 05 2017
 A/P-FIN: GLENPOOL

The terms on our Acknowledgment and Invoices state Arrow's entire contract. Arrow shall not be bound by any different, additional or conflicting terms and conditions contained in Buyer's Purchase Order unless expressly agreed to in writing by Arrow. Arrow's Acknowledgment will not hereafter be subject to any change, modification or conflicting language without Arrow's prior written consent.

ARROW

Packing List

Delivery No. 8001380521	Delivery Date 05/05/2017	Page 1 of 1
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Sold To Party **Account No. 2001257**

City of Glenpool
12205 South Yukon Avenue
Glenpool OK 74033-6635
USA

Ship To Party **Account No. 2001257**

City of Glenpool
Attn:PO# 17-07412
12205 South Yukon Avenue
Glenpool OK 74033-6635
USA

Forwarding Agent **Account No. 600056**

UPS
LOCK BOX 577
CAROL STREAM IL 60132-0577

Purchase Order No.	Sales Order	Freight Terms	IncoTerms
17-07412	3453192	Pre-pay & Add	FOB - ORIGIN
Tracking No.	Container	Seal	Transportation
1Z6069200376125496			UPS

Line	Material	Brand	Material Description	UOM	Order Qty.	Back Ord. Qty.	Quantity Shipped	Weight
10	9079-VC-005	Arrow	EZ-IO 45MM NEEDLE (BOX OF 5) Batch No. 4899607	BX	1	0	1	0.400 LB
				02/28/2021				

Total Shipping Units: 00001

Weight: 1.400 LB

Unit of Measure Description:
BOX

Total Units:
1.000

Comments:
Arrow International, Inc.

3015 Carrington Mill Blvd Morrisville, NC 27560 USA
Tel 800-523-8446 Email arrowcs@teleflex.com www.teleflex.com

**Packing List**Delivery No.
8001380521Delivery Date
05/05/2017Page
1 of 1

Sold To Party Account No. 2001257 Ship To Party Account No. 2001257 Forwarding Agent Account No. 600056
City of Glenpool City of Glenpool UPS
12205 South Yukon Avenue Attn:PO# 17-07412 LOCK BOX 577
Glenpool OK 74033-6635 12205 South Yukon Avenue CAROL STREAM IL 60132-0577
USA Glenpool OK 74033-6635
USA

Purchase Order No.	Sales Order		Freight Terms	IncoTerms
17-07412	3453192		Pre-pay & Add	FOB - ORIGIN
Tracking No.	Container	Seal	Transportation	Vessel
			UPS	

Line	Material	Brand	Material Description	UOM	Order Qty.	Back Ord. Qty.	Quantity Shipped	Weight
10	9079-VC-005	Arrow	EZ-IO 45MM NEEDLE (BOX OF 5) Batch No. 4899607	BX	1	0	1	0.400 LB
Total Shipping Units: 00001 Weight: 1.400 LB					Unit of Measure Description: BOX			Total Units: 1.000

Comments:

P U R C H A S E O R D E R

CITY OF GLENPOOL, OK

Email invoices: AP@cityofglenpool.com

Subject line must include PO and Vendor name or emails will be rejected
PURCHASE ORDER # 17-06357 07/12/2016

ISSUED TO: VENDOR #: 01-001267
CENTURION HEALTH SYSTEMS,
MERCY REGIONAL OKLAHOMA
9106 N. GARNETT RD.
OWASSO, OK 74055

SHIP TO:
GEMS
14566 S. ELWOOD
GLENPOOL, OK 74033

I HEREBY APPROVE THE ISSUANCE OF THIS PURCHASE ORDER.



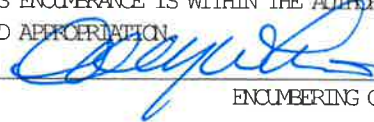
07/12/2016

PURCHASING OFFICER

DATE

I HEREBY CERTIFY THAT THE AMOUNT OF THIS ENCUMBRANCE HAS BEEN
ENTERED AGAINST THE DESIGNATED APPROPRIATION ACCOUNTS AND THAT
THIS ENCUMBRANCE IS WITHIN THE AUTHORIZED AVAILABLE BALANCE OF
SAID APPROPRIATION

07/12/2016



ENCUMBERING OFFICER

DATE

UNITS	DESCRIPTION	INV PART NUMBER	REQUEST	G/L ACCOUNT	PROJ	PRICE	AMOUNT
0.00	AMBULANCE EMS SVC FY 16-17 AMBULANCE EMS SVC FY16-17		00018474	31 -6-01-6210		0.00	144,000.00 *

1413 = 12,000. ⁰⁰

Partial Payment

12,000. ⁰⁰

** TOTAL **

144,000.00

*** APPROVAL FOR PURCHASE ***

I HEREBY CERTIFY THAT THE MERCHANDISE AND/OR SERVICES DESCRIBED ABOVE HAVE BEEN SATISFACTORILY RECEIVED AND THAT THIS PURCHASE
ORDER IS NOW A TRUE AND JUST DEBT OF THIS CITY. THIS PURCHASE ORDER IS APPROVED FOR PAYMENT IN THE AMOUNT INDICATED ABOVE.



OFFICER OR DEPARTMENT HEAD IN CHARGE

5/24/17

DATE

62 O.S. SECTION 310.9 AND 74 O.S. SECTION 3109, PROVIDES THAT THE VENDOR'S SUBMISSION OF AN INVOICE OR ACCEPTANCE OF PAYMENT PURSUANT TO THIS PURCHASE CONSTITUTES
A STATEMENT BY THE VENDOR THAT THE INVOICE OR CLAIM IS TRUE AND CORRECT. THE WORK, SERVICES OR MATERIALS AS SHOWN BY THE INVOICE OR CLAIM HAVE BEEN COMPLETED OR
SUPPLIED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, ORDERS OR REQUESTS FURNISHED THE VENDOR, AND THE VENDOR HAS MADE NO PAYMENT, DIRECTLY OR INDIRECTLY, TO
ANY ELECTED OFFICIAL, OFFICER OR EMPLOYEE OF THIS STATE OR ANY COUNTY OR POLITICAL SUBDIVISION OF THE STATE OF MONEY OR ANY OTHER THING OF VALUE TO OBTAIN PAYMENT.
ANY VENDOR WHO SUBMITS AND INVOICE OR ACCEPTS PAYMENT PURSUANT TO THIS PURCHASE ORDER SHALL BE DEEMED TO ADOPT AND AFFIRM THE STATEMENT CONTAINED IN THIS
PURCHASE ORDER UNLESS THE VENDOR STATES ON THE INVOICE THAT THE STATEMENT IS INCORRECT IN WHOLE OR IN PART; AND THE CITY OF GLENPOOL OR ITS RELATED ENTITIES AS
THEIR INTEREST MAY APPEAR, MAY RECOVER FROM THE VENDOR THE FULL AMOUNT PAID PURSUANT TO THE PURCHASE ORDER IF THE STATEMENT ADOPTED AND AFFIRMED BY THE
VENDOR IS FALSE.

THE VENDOR SHALL FURNISH ITEMIZED INVOICE WHICH STATES THE VENDOR'S NAME AND ADDRESS. A CLEAR DESCRIPTION OF EACH ITEM PURCHASED IT'S PRICE, THE NUMBER OR
VOLUME OF EACH ITEM, ITS TOTAL PRICE, THE TOTAL OF THE PURCHASE, AND DATE OF THE PURCHASE.

Mercy Regional Oklahoma

Owasso, OK 74055

Centurion Health Systems

Invoice

Date	Invoice #
5/16/2017	1413

Bill To
Glenpool City Accounts Payable 12205 S Yukon Ave Glenpool, Ok 74033

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	ALS Ambulance Subsidy for June <i>may</i>	12,000.00	12,000.00
<div>RECEIVED MAY 17 2017 BY A/P-FIN: GLENPOOL</div>			

Phone #	Fax #
9186095800	918-609-5799

Total \$12,000.00

P U R C H A S E O R D E R

CITY OF GLENPOOL, OK

Email invoices: AP@cityofglenpool.com

Subject line must include PO and Vendor name or emails will be rejected
PURCHASE ORDER # 17-06343 07/12/2016

ISSUED TO: VEND #: 01-000507
CITY OF GLENPOOL
POOLED CASH ACCT

SHIP TO:
GEMS
14566 S. ELWOOD
GLENPOOL, OK 74033

I HEREBY APPROVE THE ISSUANCE OF THIS PURCHASE ORDER.

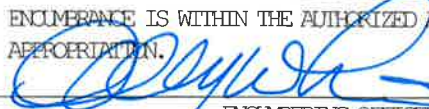


07/12/2016

PURCHASING OFFICER

DATE

I HEREBY CERTIFY THAT THE AMOUNT OF THIS ENCUMBRANCE HAS BEEN
ENTERED AGAINST THE DESIGNATED APPROPRIATION ACCOUNTS AND THAT
THIS ENCUMBRANCE IS WITHIN THE AUTHORIZED AVAILABLE BALANCE OF
SAID APPROPRIATION.



07/12/2016

ENCUMBERING OFFICER

DATE

UNITS	DESCRIPTION	INV PART NUMBER	REQUEST	G/L ACCOUNT	PROJ	PRICE	AMOUNT
0.00	ADMIN FEES GEMS FY2016-2017 ADMIN FEES GEMS FY 2016-2017		00018472	31 -6-01-6225		0.00	113,511.00 *

04-30-17 \$ 9,482.00

Partial Payment

9,482.00

** TOTAL **

113,511.00

*** APPROVAL FOR PURCHASE ***

I HEREBY CERTIFY THAT THE MERCHANDISE AND/OR SERVICES DESCRIBED ABOVE HAVE BEEN SATISFACTORILY RECEIVED AND THAT THIS PURCHASE
ORDER IS NOW A TRUE AND JUST DEBT OF THIS CITY. THIS PURCHASE ORDER IS APPROVED FOR PAYMENT IN THE AMOUNT INDICATED ABOVE.



5/24/17

OFFICER OR DEPARTMENT HEAD IN CHARGE

DATE

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THE VENDOR SHALL FURNISH ITEMIZED INVOICE WHICH STATES THE VENDOR'S NAME AND ADDRESS. A CLEAR DESCRIPTION OF EACH ITEM PURCHASED ITS PRICE, THE NUMBER OR VOLUME OF EACH ITEM, ITS TOTAL PRICE, THE TOTAL OF THE PURCHASE, AND DATE OF THE PURCHASE.



INVOICE

CITY OF GLENPOOL
12205 S. YUKON AVE..
GLENPOOL, OK 74033
PHONE (918)322-5409

TREASURER
GEMS-
12205 S YUKON AVE
GLENPOOL OK 74033

Customer Number: 01-0172

Invoice Number: 04-30-17

Invoice Date: 5/03/2017

Due Date: 5/30/2017

P.O. # : 17-06343

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
GEMS REIMBURSEMENT	N/A	MONTH	N/A	9,482.00

102 EMR RUNS @ \$91 = \$9,282
\$200 ADMIN

*****THANK YOU*****

TOTAL DUE

\$9,482.00

FY17 GEMS Admin/First Responder Reimbursements
BLANKET PO 17-06343

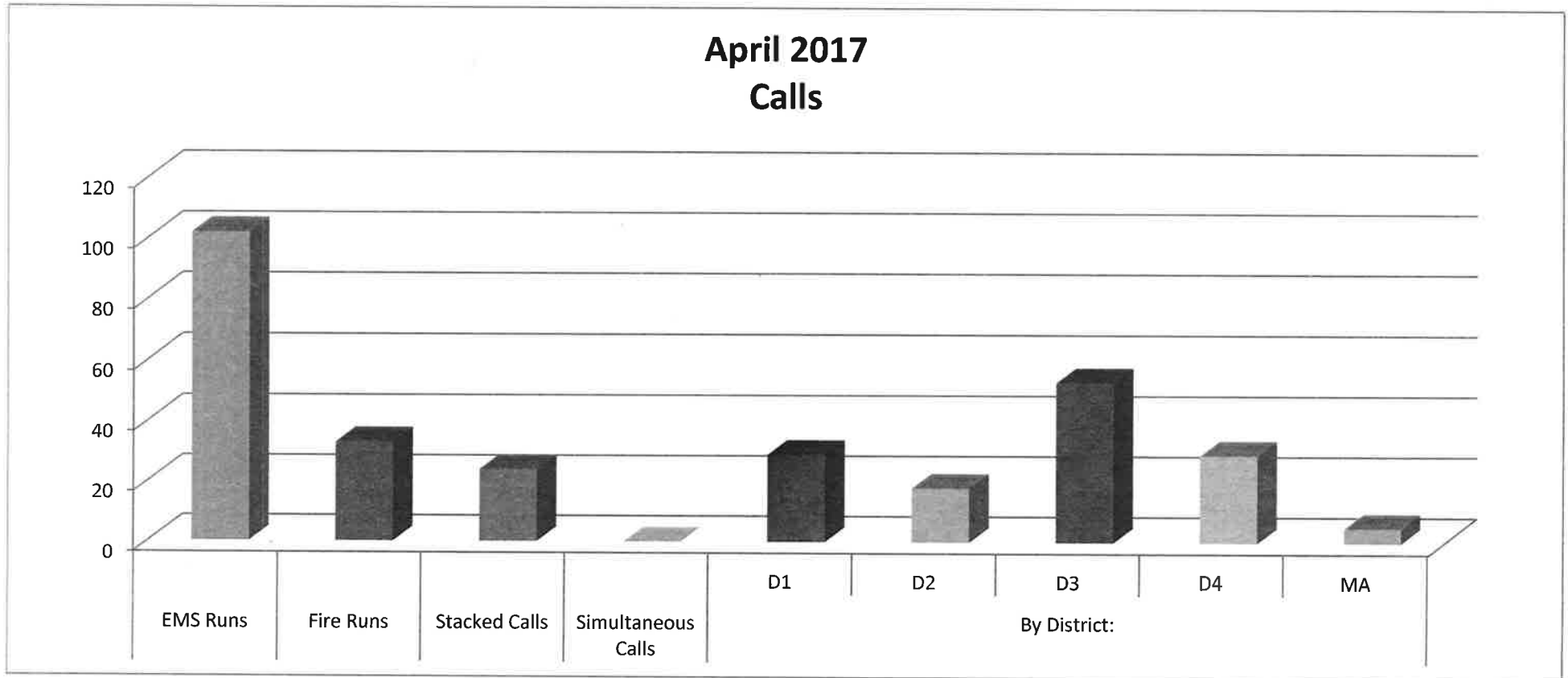
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Total Runs	@ \$91/run
Total Runs	176	142	136	162	142	158	155	123	142	135	1471	
Fire runs	68	37	46	54	43	66	58	38	47	33	490	
EMR runs	108	105	90	108	99	92	97	85	95	102	981	\$ 89,271
EMR Ratio	61%	74%	66%	67%	70%	58%	63%	69%	67%	76%	67%	
Run Rate	\$ 91	\$ 91	\$ 91	\$ 91	\$ 91	\$ 91	\$ 91	\$ 91	\$ 91	\$ 91		
Admin	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 2,000	\$ 2,000
Overtime	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 10,028	\$ 9,755	\$ 8,390	\$ 10,028	\$ 9,209	\$ 8,572	\$ 9,027	\$ 7,935	\$ 8,845	\$ 9,482	\$ 91,271	\$ 91,271

(10,028.00) PAID CHECK 1532 9/13/16
 (9,755.00) PAID CHECK 1541 10/4/16
 (8,390.00) PAID CHECK 1542 10/6/16
 (10,028.00) PAID CHECK 1554 12/9/16
 (17,781.00) PAID CHECK 1561 1/5/17
 (9,027.00) PAID CHECK 1575 2/13/17
 (16,780.00) PAID CHECK 1588 4/26/17

AMOUNT DUE FEB-MARCH **\$ 9,482.00** Blanket PO 17-06343
 31-6-01-6225

Glenpool Fire Department Operations April 2017

Run Type		# of Calls	Totals Calls
EMS Runs		102	135
Fire Runs		33	
Stacked Calls		24	
Simultaneous Calls		0	
By District:			
	D1	29	
	D2	18	
	D3	53	
	D4	29	
	MA	5	



P U R C H A S E O R D E R

CITY OF GLENPOOL, OK

Email invoices: AP@cityofglenpool.com

Subject line must include PO and Vendor name or emails will be rejected

PURCHASE ORDER # 17-07410

05/04/2017

ISSUED TO: VEND #: 01-001236

CURTIN DRUG
13101 S. ELWOOD
GLENPOOL, OK 74033

SHIP TO:

GLENPOOL FIRE DEPT.
PUBLIC SAFETY BUILDING
14536 S. ELWOOD AVE
GLENPOOL, OK 74033

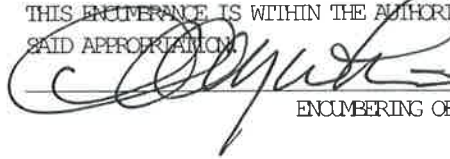
I HEREBY APPROVE THE ISSUANCE OF THIS PURCHASE ORDER.



05/04/2017

PURCHASING OFFICER

DATE

I HEREBY CERTIFY THAT THE AMOUNT OF THIS ENCUMBRANCE HAS BEEN
ENTERED AGAINST THE DESIGNATED APPROPRIATION ACCOUNTS AND THAT
THIS ENCUMBRANCE IS WITHIN THE AUTHORIZED AVAILABLE BALANCE OF
SAID APPROPRIATION

05/04/2017

ENCUMBERING OFFICER

DATE

UNITS	DESCRIPTION	INV PART NUMBER	REQUEST	G/L ACCOUNT	PROJ	PRICE	AMOUNT
0.00	1.25" Needles x 48		00019902	31 -6-01-6202		0.00	70.00 *
0.00	1ml Syringes x 100		00019902	31 -6-01-6202		0.00	60.00
0.00	Epi 1:1000 Amps x 25		00019902	31 -6-01-6202		0.00	70.00 ✓
0.00	Filtered Needles x 100		00019902	31 -6-01-6202		0.00	30.00 ✓
0.00	Glucose Strips		00019902	31 -6-01-6202		0.00	39.38 ✓
	Epi 1:1000 Ampules						

** TOTAL **

269.38

*** APPROVAL FOR PURCHASE ***

I HEREBY CERTIFY THAT THE MERCHANDISE AND/OR SERVICES DESCRIBED ABOVE HAVE BEEN SATISFACTORILY RECEIVED AND THAT THIS PURCHASE
ORDER IS NOW A TRUE AND JUST DEBT OF THIS CITY. THIS PURCHASE ORDER IS APPROVED FOR PAYMENT IN THE AMOUNT INDICATED ABOVE.

OFFICER OR DEPARTMENT HEAD IN CHARGE

5/24/17

DATE

62 O.S. SECTION 310.9 AND 74 O.S. SECTION 3109, PROVIDES THAT THE VENDOR'S SUBMISSION OF AN INVOICE OR ACCEPTANCE OF PAYMENT PURSUANT TO THIS PURCHASE CONSTITUTES A STATEMENT BY THE VENDOR THAT THE INVOICE OR CLAIM IS TRUE AND CORRECT. THE WORK, SERVICES OR MATERIALS AS SHOWN BY THE INVOICE OR CLAIM HAVE BEEN COMPLETED OR SUPPLIED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, ORDERS OR REQUESTS FURNISHED THE VENDOR, AND THE VENDOR HAS MADE NO PAYMENT, DIRECTLY OR INDIRECTLY, TO ANY ELECTED OFFICIAL, OFFICER OR EMPLOYEE OF THIS STATE OR ANY COUNTY OR POLITICAL SUBDIVISION OF THE STATE OF MONEY OR ANY OTHER THING OF VALUE TO OBTAIN PAYMENT. ANY VENDOR WHO SUBMITS AND INVOICE OR ACCEPTS PAYMENT PURSUANT TO THIS PURCHASE ORDER SHALL BE DEEMED TO ADOPT AND AFFIRM THE STATEMENT CONTAINED IN THIS PURCHASE ORDER UNLESS THE VENDOR STATES ON THE INVOICE THAT THE STATEMENT IS INCORRECT IN WHOLE OR IN PART; AND THE CITY OF GLENPOOL OR ITS RELATED ENTITIES AS THEIR INTEREST MAY APPEAR, MAY RECOVER FROM THE VENDOR THE FULL AMOUNT PAID PURSUANT TO THE PURCHASE ORDER IF THE STATEMENT ADOPTED AND AFFIRMED BY THE VENDOR IS FALSE.

THE VENDOR SHALL FURNISH ITEMIZED INVOICE WHICH STATES THE VENDOR'S NAME AND ADDRESS. A CLEAR DESCRIPTION OF EACH ITEM PURCHASED IT'S PRICE, THE NUMBER OR VOLUME OF EACH ITEM, ITS TOTAL PRICE, THE TOTAL OF THE PURCHASE, AND DATE OF THE PURCHASE.

PO # 17-07410
\$234.38

City of Glenpool

for
918-209-4626
FD Supplies

Curtin Drug
13101 S. ELWOOD St., B
GLENPOOL, OK 74033
918-528-6000
Rx: 691033 NEW RX 05/08/2017
LENPOOL FD
14536 S. ELWOOD AVE, GLENPOOL,
OK 74033
() - DAW:0 DS:100
NDC: 08290-3056-28
\$60.00
0 Ea SYRINGE LUER MIS -LOK 1ML Auth:
MORGAN, JACK DO
128 N KENTUCKY
PRYOR OK 74361
DUPLICATE RECEIPT

Curtin Drug
13101 S. ELWOOD St., B
GLENPOOL, OK 74033
918-528-6000
Rx: 691034 NEW RX 05/08/2017
GLENPOOL FD
14536 S. ELWOOD AVE, GLENPOOL,
GLENPOOL, OK 74033
() - DAW:0 DS:100
NDC: 08881-3051-17
\$30.00
DUPLICATE RECEIPT
MORGAN, JACK DO
128 N KENTUCKY
PRYOR OK 74361

100 Ea FILTER NEEDL MIS 18GX1.5" Auth:

Curtin Drug
13101 S. ELWOOD St., B
GLENPOOL, OK 74033
918-528-6000
Rx: 691032 NEW RX 05/08/2017
GLENPOOL FD
14536 S. ELWOOD AVE, GLENPOOL,
GLENPOOL, OK 74033
() - DAW:0 DS:100
NDC: 08290-3057-62
\$35.00
DUPLICATE RECEIPT
MORGAN, JACK DO
128 N KENTUCKY
PRYOR OK 74361

100 Ea BD ECLIPSE MIS 23GX1" Auth:

Curtin Drug
13101 S. ELWOOD St., B
GLENPOOL, OK 74033
918-528-6000
Rx: 688476 REFILL 04/12/2017
GLENPOOL FD
14536 S. ELWOOD AVE, GLENPOOL,
GLENPOOL, OK 74033
() - DAW:0 DS:10
NDC: 08317-7600-50
\$39.38
DUPLICATE RECEIPT
HUNT, R RANDY
9001 SO 101ST E AVE STE 300
TULSA, OK

100 Ea GLUCOCARD VITAL TEST STRIPS Auth:

Curtin Drug
13101 S. ELWOOD St., B
GLENPOOL, OK 74033
918-528-6000
Rx: 691035 NEW RX 05/08/2017
GLENPOOL FD
14536 S. ELWOOD AVE, GLENPOOL,
GLENPOOL, OK 74033
() - DAW:0 DS:25
NDC: 00409-7241-01
\$70.00
25 MI EPINEPHRINE 1:M 1CC Auth:
MORGAN, JACK DO
128 N KENTUCKY
PRYOR OK 74361
DUPLICATE RECEIPT

RECEIVED
MAY 10 2017
BY
A/P-FIN: GLENPOOL

P U R C H A S E O R D E R

CITY OF GLENPOOL, OK

Email invoices: AP@cityofglenpool.com

Subject line must include PO and Vendor name or emails will be rejected

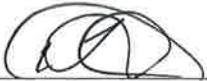
PURCHASE ORDER # 17-07409

05/04/2017

ISSUED TO: VEND #: 01-000480
EMERGENCY MEDICAL PRODUCTS
25196 NETWORK PLACE
CHICAGO, IL 60673-1251

SHIP TO:
GLENPOOL FIRE DEPT.
PUBLIC SAFETY BUILDING
14536 S. ELWOOD AVE
GLENPOOL, OK 74033

I HEREBY APPROVE THE ISSUANCE OF THIS PURCHASE ORDER.



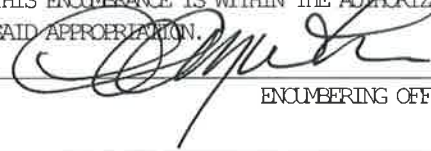
05/04/2017

PURCHASING OFFICER

DATE

I HEREBY CERTIFY THAT THE AMOUNT OF THIS ENCUMBRANCE HAS BEEN
ENTERED AGAINST THE DESIGNATED APPROPRIATION ACCOUNTS AND THAT
THIS ENCUMBRANCE IS WITHIN THE AUTHORIZED AVAILABLE BALANCE OF
SAID APPROPRIATION.

05/04/2017



ENCUMBERING OFFICER

DATE

UNITS	DESCRIPTION	INV PART NUMBER	REQUEST	G/L ACCOUNT	PROJ	PRICE	AMOUNT
0.00	Chest Seal x 5		00019901	31 -6-01-6202		0.00	69.75 *
0.00	Exam Gloves Lg x 15 boxes		00019901	31 -6-01-6202		0.00	157.35 *
0.00	Exam Gloves XL 15 boxes		00019901	31 -6-01-6202		0.00	157.35 *
0.00	Mega Mower x 5		00019901	31 -6-01-6202		0.00	126.75 *
0.00	O2 Cylinder Wrench x 6		00019901	31 -6-01-6202		0.00	5.70 *
0.00	Pressure Inf Bag 1000cc x 4		00019901	31 -6-01-6202		0.00	87.80 *
0.00	Sharps Solo x 10		00019901	31 -6-01-6202		0.00	27.90 *
	EMS Supplies						

** TOTAL **

632.60

421.85

*** APPROVAL FOR PURCHASE ***

I HEREBY CERTIFY THAT THE MERCHANDISE AND/OR SERVICES DESCRIBED ABOVE HAVE BEEN SATISFACTORILY RECEIVED AND THAT THIS PURCHASE
ORDER IS NOW A TRUE AND JUST DEBT OF THIS CITY. THIS PURCHASE ORDER IS APPROVED FOR PAYMENT IN THE AMOUNT INDICATED ABOVE.



OFFICER OR DEPARTMENT HEAD IN CHARGE

5/24/17

DATE

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A STATEMENT BY THE VENDOR THAT THE INVOICE OR CLAIM IS TRUE AND CORRECT. THE WORK, SERVICES OR MATERIALS AS SHOWN BY THE INVOICE OR CLAIM HAVE BEEN COMPLETED OR
SUPPLIED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, ORDERS OR REQUESTS FURNISHED THE VENDOR, AND THE VENDOR HAS MADE NO PAYMENT, DIRECTLY OR INDIRECTLY, TO
ANY ELECTED OFFICIAL, OFFICER OR EMPLOYEE OF THIS STATE OR ANY COUNTY OR POLITICAL SUBDIVISION OF THE STATE OF MONEY OR ANY OTHER THING OF VALUE TO OBTAIN PAYMENT.
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VOLUME OF EACH ITEM, ITS TOTAL PRICE, THE TOTAL OF THE PURCHASE, AND DATE OF THE PURCHASE.



www.BuyEMP.com
Ph: 800-558-6270
Fax: 800-558-1551



Division of EMP
www.schoolkidshealthcare.com
Ph: 866-558-0686
Fax: 800-558-1551

GEM's

Invoice

Invoice	1905087
Date	5/5/2017
Page	1 of 1
Account #	123965

Bill To:

City of Glenpool Fire Department
Darrell Colbert
12205 S Yukon Ave
Glenpool, OK 74033

Ship To:

Glenpool Fire Department
Chief Terrell Ogilvie
14536 S Elwood Ave
Glenpool, OK 74033-4005

Thank you for your order!

Purchase Order #		Ship Via				Payment Terms	
17-07409		FED EX GROUND				Net 30 Days	
Item #	Description	Ordered	Shipped	B/O	UOM	Unit Price	Ext. Price
51926	GRAHAM MEGAMOVER	5	5	0	EACH	\$25.35	\$126.75
SEC375XL	MICROFLEX SUPRENO EC GLOVE X-LARGE 50/BOX	1	1	0	CASE	\$101.75	\$101.75
SEC375XL	MICROFLEX SUPRENO EC GLOVE X-LARGE 50/BOX	5	5	0	BOX	\$10.49	\$52.45
SEC375L	MICROFLEX SUPRENO EC GLOVE, 50/BX,LARGE	1	1	0	CASE	\$101.75	\$101.75
SEC375L	MICROFLEX SUPRENO EC GLOVE, 50/BX,LARGE	5	5	0	BOX	\$10.49	\$52.45
5080	SMALL CYLINDER WRENCH, NYLON	6	6	0	EACH	\$0.95	\$5.70
ACS500	ASHERMAN CHEST SEAL	5	5	0	EACH	\$12.66	\$63.30
MS-64250	SHARPS DART SHARPS CONTAINER	10	10	0	EACH	\$2.99	\$29.90
4010	ETHOX CORP. INFU-SURG PRESSURE INFUSER BAG -1000CC W/HOOK	4	4	0	EACH	\$21.95	\$87.80
Tracking Numbers: 727205562943 727205562954							

RECEIVED
BY MAY 05 2017
A/P-FIN - GLENPOOL

Please Remit to:
Emergency Medical Products, Inc.
25196 Network Place
Chicago, IL 60673-1251

Subtotal	621.85
Handling Fee	0.00
Freight	0.00
Trade Discount	0.00
Tax	0.00
Total	621.85



PACKING SLIP



Ph: 800-558-6270

www.BuyEMP.com

Ph: 866-558-0686

www.schoolkidshealthcare.com

Bill To City of Glenpool Fire Department
Darrell Colbert
12205 S Yukon Ave
Glenpool, OK 74033

Ship To Glenpool Fire Department
Chief Terrell Ogilvie
14536 S Elwood Ave
Glenpool, OK 74033-4005
United States

Date	Page
5/5/2017	1 of 1

Thank you for your order!

PO Number	Customer No.	Shipping Method	Payment Terms	Order Number
17-07409	123965	FED EX GROUND	Net 30 Days	1905087

Item Number	Description	Quantity	Shipped	B/O	U of M
51926	GRAHAM MEGAMOVER	5	5	0	EACH
SEC375XL	MICROFLEX SUPRENO EC GLOVE X-LARGE 50/BOX	1	1	0	CASE
SEC375XL	MICROFLEX SUPRENO EC GLOVE X-LARGE 50/BOX	5	5	0	BOX
SEC375L	MICROFLEX SUPRENO EC GLOVE, 50/BX,LARGE	1	1	0	CASE
SEC375L	MICROFLEX SUPRENO EC GLOVE, 50/BX,LARGE	5	5	0	BOX
5080	SMALL CYLINDER WRENCH, NYLON	6	6	0	EACH
ACS500	ASHERMAN CHEST SEAL	5	5	0	EACH
MS-64250	SHARPS DART SHARPS CONTAINER	10	10	0	EACH
4010	ETHOX CORP. INFU-SURG PRESSURE INFUSER BAG -1000CC W/	4	4	0	EACH

Please inspect your shipment thoroughly upon receipt. Due to the regulation of the product we sell, all damage and discrepancies must be reported to us within 3 business days. Thank you for your assistance in helping us stay compliant with the stringent guidelines placed upon us.

**5235 International Drive,
Suite B Cudahy, WI 53110**

P U R C H A S E O R D E R

CITY OF GLENPOOL, OK

Email invoices: AP@cityofglenpool.com

Subject line must include PO and Vendor name or emails will be rejected

PURCHASE ORDER # 17-07411

05/04/2017

ISSUED TO: VEND #: 01-001271

HENRY SCHEIN INC

DEPT CH 10241

PALATINE, IL 60055-0241

SHIP TO:

GLENPOOL FIRE DEPT.

PUBLIC SAFETY BUILDING

14536 S. ELWOOD AVE

GLENPOOL, OK 74033

I HEREBY APPROVE THE ISSUANCE OF THIS PURCHASE ORDER.



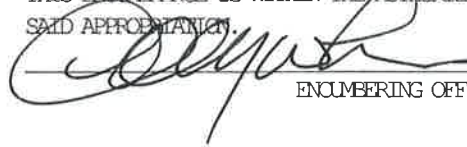
05/04/2017

PURCHASING OFFICER

DATE

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SAID APPROPRIATION.

05/04/2017



ENCUMBERING OFFICER

DATE

UNITS	DESCRIPTION	INV PART NUMBER	REQUEST	G/L ACCOUNT	PROJ	PRICE	AMOUNT
0.00	Atmizer Mucosal x 25		00019903	31 -6-01-6202		0.00	54.00 *
0.00	Atrovent /Ipratropium .5 mg x		00019903	31 -6-01-6202		0.00	62.50 *
0.00	NS Flush 10ml x 100		00019903	31 -6-01-6202		0.00	25.00 *
	NS Flush 10ml x 100						

** TOTAL **

141.50

*** APPROVAL FOR PURCHASE ***

I HEREBY CERTIFY THAT THE MERCHANDISE AND/OR SERVICES DESCRIBED ABOVE HAVE BEEN SATISFACTORILY RECEIVED AND THAT THIS PURCHASE
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OFFICER OR DEPARTMENT HEAD IN CHARGE

5/24/17

DATE

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Darrell Colbert

From: Paul Newton
Sent: Tuesday, May 09, 2017 5:41 PM
To: Darrell Colbert
Subject: Re: Henry Schein

ok

From: Darrell Colbert
Sent: Tuesday, May 9, 2017 4:40:49 PM
To: Paul Newton
Subject: RE: Henry Schein

Since this is GEMS, yes send me all what you received and I will get it processed.
Thanks dlc

From: Paul Newton
Sent: Tuesday, May 09, 2017 12:28 PM
To: Darrell Colbert <dcolbert@cityofglenpool.com>
Subject: Henry Schein

Darrell,

The items ordered from Henry Schein, PO 17-07411 were received today. Let me know if you need an invoice, all I received was the packing list.

Thanks,

Paul Newton, Fire Chief
City of Glenpool
12205 S. Yukon Ave.
Glenpool, OK 74033

(918) 322-2172



EMS

135 Duryea Road, Melville, NY 11747

INVOICE

SHIP TO/SOLD TO:
Glenpool Fire Dept MI
14536 S Elwood Ave
Jack L Morgan
Glenpool, OK 74033-4005

010000336493141422701110000000000090760505178

BILL TO:
City Of Glenpool MI
12205 S Yukon Ave
Glenpool, OK 74033-6635City Of Glenpool
12205 S Yukon Ave
Glenpool, OK 74033-6635

BILL TO	SHIP TO	INVOICE AMOUNT
3364931	3364936	90.76
INVOICE#		INVOICE DATE
41422701		5/05/17
CUSTOMER PO#		
17-07411		

ORDER#	ORDER DATE	DUE DATE
51862478	05/05/17	06/04/17

RECEIVED
MAY 15 2017
BY A/P-FIN: GLENPOOLD&B#:01-243-0880
WHSE DEA# RH0238192 Fed ID: 11-3136595

LINE NO	ITEM CODE	UNIT SIZE	DESCRIPTION & STRENGTH	QUANTITY ORDERED	QUANTITY SHIPPED	ITEM STATUS	UNIT PRICE	EXTENSION	BOX NO	REM
			This order has been processed by our SOUTHWEST D.C. 1001 NOLEN DR. #400 GRAPEVINE, TX 76051							
1	700-0698	PU 100/BX	SODIUM CHLORIDE FLUSH .9% 10ML	1	1		37.50	37.50	1	
2	125-3830	RX 25/CR	IPRATR BROM INH SOL 2.5ML 0.02%	1	1 *		2.50	2.50	1	
			GO TO YOUR ONLINE ACCOUNT TO RETRIEVE THIS MSDS/SDS. 105MC76 - IF YOU CAN'T ACCESS ONLINE OPTIONS, CALL 1-800-472-4346. WH - SEE MESSAGE BELOW FOR DSCSA DETAILS. THIS ITEM IS NON-RETURNABLE NDC:0591-3798-83/00591-3798-83							
3	420-9994	EA	NASAL ATOMIZATION DEVICE	12	12		4.23	50.76	1	
			PLEASE REFER TO BACK OF PAPERWORK FOR DISCLOSURES/TERMS OF SALE WH - THE DRUG SUPPLY CHAIN SECURITY ACT (DSCSA) INFORMATION RELATED TO PRESCRIPTION DRUG PRODUCTS IS AVAILABLE ON OUR WEBSITE WWW.HENRYSCHEIN.COM/PEDIGREE. IF YOU HAVE ANY PROBLEMS ACCESSING OUR WEBSITE OR WOULD LIKE TO RECEIVE A COPY OF DSCSA DOCUMENTATION VIA FAX, MAIL, OR EMAIL, PLEASE CONTACT OUR CUSTOMER SERVICE DEPARTMENT AT 1-800-472-4346 M2 - THE DRUG SUPPLY CHAIN SECURITY ACT (DSCSA) INFORMATION RELATED TO PRESCRIPTION DRUG PRODUCTS IS AVAILABLE ON OUR WEBSITE WWW.HENRYSCHEIN.COM/PEDIGREE. IF YOU HAVE ANY PROBLEMS ACCESSING OUR WEBSITE OR WOULD LIKE TO RECEIVE A COPY OF DSCSA DOCUMENTATION VIA FAX, MAIL, OR EMAIL, PLEASE CONTACT OUR CUSTOMER SERVICE DEPARTMENT AT 1-800-472-4346.							

BILL TO	SHIP TO	INVOICE#	INVOICE AMOUNT
3364931	3364936	41422701	90.76
ORDER#	ORDER DATE	INVOICE DATE	# OF BOXES
51862478	05/05/17	5/05/17	1
CUSTOMER PO#			PAGE#
17-07411			1 OF 2

ITEM STATUS KEY

B - Backordered; Item will follow
D - Discontinued; Item no longer available
F - Special offer
M - Manufacturer will ship item directly to you
P - Prescription Drug; Return Authorization Required
R - Refrigerated Item; May be shipped separately
S - Special Schein Pricing
T - Taxable Item
U - Temporarily unavailable; please reorder
* - Item has MSDS

REM KEY

SK - School Kit
NC - No Charge

Continued on Next Page



EMS

135 Duryea Road, Melville, NY 11747

INVOICE

SHIP TO/SOLD TO:

Glenpool Fire Dept MI
14536 S Elwood Ave
Jack L Morgan
Glenpool, OK 74033-4005

010000336493141422701110000000000090760505178

BILL TO:

City Of Glenpool MI
12205 S Yukon Ave
Glenpool, OK 74033-6635City Of Glenpool
12205 S Yukon Ave
Glenpool, OK 74033-6635

BILL TO	SHIP TO	INVOICE AMOUNT
3364931	3364936	90.76

INVOICE#	INVOICE DATE
41422701	5/05/17

CUSTOMER PO#
17-07411

Please detach here and mail the above with your payment

ORDER#	ORDER DATE	DUE DATE
51862478	05/05/17	06/04/17

D&B#:01-243-0880
WHSE DEA# RH0238192 Fed ID: 11-3136595

LINE NO	ITEM CODE	UNIT SIZE	DESCRIPTION & STRENGTH	QUANTITY ORDERED	QUANTITY SHIPPED	ITEM STATUS	UNIT PRICE	EXTENSION	BOX NO	REM
						MERCHANDISE TOTAL		90.76		
						Invoice Date + 30 days		90.76		
			Please remit payments only to the following address: Henry Schein, Inc. Dept CH 10241 Palatine, IL 60055-0241							

RECEIVED
BY MAY 15 2017
A/P-FIN: ALANPOOL

BILL TO	SHIP TO	INVOICE#	INVOICE AMOUNT
3364931	3364936	41422701	90.76
ORDER#	ORDER DATE	INVOICE DATE	# OF BOXES
51862478	05/05/17	5/05/17	1
CUSTOMER PO#			PAGE#
17-07411			2 OF 2

ITEM STATUS KEY

B - Backordered; Item will follow
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M - Manufacturer will ship Item directly to you
P - Prescription Drug; Return Authorization Required
R - Refrigerated Item; May be shipped separately
S - Special Schein Pricing
T - Taxable Item
U - Temporarily unavailable; please reorder
* - Item has MSDS

REM KEY

SK - School Kit
NC - No Charge

INVOICE#		INVOICE DATE	
41422701		5/05/17	
CUSTOMER#		BOX#	PAGE#
3364936		1 of 1	1
CUSTOMER PO#			
17-07411			
ORDER#		ORDER DATE	
51862478		05/05/17	

BOX CONTENT LIST

GLENPOOL FIRE DEPT
 14536 S ELWOOD AVE
 JACK L MORGAN
 GLENPOOL OK 74033-4005

City Of Glenpool
 12205 S Yukon Ave
 Glenpool, OK 74033-6635

LOCATION CODE	SHIPPED QTY	EXP. CODE	UNIT SIZE	DESCRIPTION & STRENGTH	ITEM CODE	LINE NO.
3-35-01-21	1	07/17	25/CR	IPRATR BROM INH SOL 2.5ML 0.02% 4530663 NDC#:0591-3798-83/00591-3798-83 LOT#/Exp:6N64 09/30/18 WH - See message below for DSCSA details. This item is non-returnable GO TO YOUR ONLINE ACCOUNT TO RETRIEVE THIS MSDS/SDS, 105MC76 - IF YOU CAN'T ACCESS ONLINE OPTIONS, CALL 1-800-472-4346.	125-3830	2
3-75-08-14	12	07/17	EA	NASAL ATOMIZATION DEVICE MAD300	420-9994	3
3-83-00-31	1	07/17	100/BX	SODIUM CHLORIDE FLUSH .9% 10ML 2T0806 WH - The Drug Supply Chain Security Act (DSCSA) information related to prescription drug products is available on our website www.henryschein.com/pedigree . If you have any problems accessing our website or would like to receive a copy of DSCSA documentation via fax, mail, or email, please contact our customer service department at 1-800-472-4346 SOUTHWEST D.C. Dea#: RH0238192 SOUTHWEST D.C. 1001 NOLEN DR. #400 GRAPEVINE, TX 76051	700-0698	1

OFFICE USE ONLY

BATCH# 49227-033

Qty - 14

Size: # 4

WT - 7

FREIGHT INSTRUCTIONS UP3 2478

PED*

P U R C H A S E O R D E R

CITY OF GLENPOOL, OK

Email invoices: AP@cityofglenpool.com

Subject line must include PO and Vendor name or emails will be rejected

PURCHASE ORDER # 17-06390

07/14/2016

ISSUED TO: VEND #: 01-000450

PACE PRODUCTS OF TULSA

9513 E 55TH ST, STE B

TULSA, OK 74145

SHIP TO:

GLENPOOL FIRE DEPT.

PUBLIC SAFETY BUILDING

14536 S. ELWOOD AVE

GLENPOOL, OK 74033

I HEREBY APPROVE THE ISSUANCE OF THIS PURCHASE ORDER.



07/14/2016

PURCHASING OFFICER

DATE

I HEREBY CERTIFY THAT THE AMOUNT OF THIS ENCUMBRANCE HAS BEEN
ENTERED AGAINST THE DESIGNATED APPROPRIATION ACCOUNTS AND THAT
THIS ENCUMBRANCE IS WITHIN THE AUTHORIZED AVAILABLE BALANCE OF
SAID APPROPRIATION.

07/14/2016

ENCUMBERING OFFICER

DATE

UNITS	DESCRIPTION	INV PART NUMBER	REQUEST	G/L ACCOUNT	PROJ	PRICE	AMOUNT
0.00	MEDICAL OXYGEN FY 16-17 BLANKET PO FY 16-17 INC 450.00-700.00 MEDICAL OXYGEN FY 16-17		00018531	31 -6-01-6202		0.00	1,000.00 *

** TOTAL **

1,000.00

*** APPROVAL FOR PURCHASE ***

I HEREBY CERTIFY THAT THE MERCHANDISE AND/OR SERVICES DESCRIBED ABOVE HAVE BEEN SATISFACTORILY RECEIVED AND THAT THIS PURCHASE
ORDER IS NOW A TRUE AND JUST DEBT OF THIS CITY. THIS PURCHASE ORDER IS APPROVED FOR PAYMENT IN THE AMOUNT INDICATED ABOVE.

OFFICER OR DEPARTMENT HEAD IN CHARGE

5/26/17

DATE

62 O.S. SECTION 310.9 AND 74 O.S. SECTION 3109, PROVIDES THAT THE VENDOR'S SUBMISSION OF AN INVOICE OR ACCEPTANCE OF PAYMENT PURSUANT TO THIS PURCHASE CONSTITUTES A STATEMENT BY THE VENDOR THAT THE INVOICE OR CLAIM IS TRUE AND CORRECT. THE WORK, SERVICES OR MATERIALS AS SHOWN BY THE INVOICE OR CLAIM HAVE BEEN COMPLETED OR SUPPLIED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, ORDERS OR REQUESTS FURNISHED THE VENDOR, AND THE VENDOR HAS MADE NO PAYMENT, DIRECTLY OR INDIRECTLY, TO ANY ELECTED OFFICIAL, OFFICER OR EMPLOYEE OF THIS STATE OR ANY COUNTY OR POLITICAL SUBDIVISION OF THE STATE OF MONEY OR ANY OTHER THING OF VALUE TO OBTAIN PAYMENT. ANY VENDOR WHO SUBMITS AND INVOICE OR ACCEPTS PAYMENT PURSUANT TO THIS PURCHASE ORDER SHALL BE DEEMED TO ADOPT AND AFFIRM THE STATEMENT CONTAINED IN THIS PURCHASE ORDER UNLESS THE VENDOR STATES ON THE INVOICE THAT THE STATEMENT IS INCORRECT IN WHOLE OR IN PART; AND THE CITY OF GLENPOOL OR ITS RELATED ENTITIES AS THEIR INTEREST MAY APPEAR, MAY RECOVER FROM THE VENDOR THE FULL AMOUNT PAID PURSUANT TO THE PURCHASE ORDER IF THE STATEMENT ADOPTED AND AFFIRMED BY THE VENDOR IS FALSE.

THE VENDOR SHALL FURNISH ITEMIZED INVOICE WHICH STATES THE VENDOR'S NAME AND ADDRESS. A CLEAR DESCRIPTION OF EACH ITEM PURCHASED IT'S PRICE, THE NUMBER OR VOLUME OF EACH ITEM, ITS TOTAL PRICE, THE TOTAL OF THE PURCHASE, AND DATE OF THE PURCHASE.

PACE Products of Tulsa

9513 E. 55th St., Ste., B
Tulsa, OK 74145
Phone: (918) 663-0555
Fax: (918) 665-6434

Rental Invoice

Invoice No

MAY RENT 2017 112669

Date: May 17, 2017

Sold To:

CITY OF GLENPOOL FIRE DEPT.
FIRE DEPT ATT PAUL NEWTON
12205 S. YUKON AVE.
GLENPOOL, OK 74033

Ship to:

CITY OF GLENPOOL FIRE DEPT.
FIRE DEPT ATT PAUL NEWTON
12205 S. YUKON AVE.
GLENPOOL, OK 74033

Customer ID: CIT001

PO NUMBER

Due Date: May 17, 2017

Shipped Via: U.S. Mail. (With Monthly Statement)

In Possession Of	Discription	Unit Price	Extension
2	THIS IS YOUR YEARLY CYLINDER RENTAL! FOR: 2 ADDITIONAL D OXY/USP	60.00	120.00

RECEIVED
BY MAY 26 2017
A/P-FIN, GLENPOOL

THIS IS YOUR CYLINDER RENTAL INVOICE:
Rental is determined by number of cylinders in possession at end of Month.
Any cylinders over the contracted agreement are billed accordingly.

Received By: _____

Cylinders remain the property of Pace Products. Customer owned cylinders on record. Rental Cylinders by Contract. Loaned Cylinders by Contract. Prices reflect the purchase of product only. Terms are noted on invoice. Late Fee's applied to all past due invoices: 18% APR with a \$2 minimum, calculated end of month ending balance. Any credit used must be applied to the same account the credit was issued. Cylinders, safety caps, etc. are the responsibility of the customer while in use. All Pace Products' property must remain at location of delivery. To relocate or report problems contact Pace Products of Tulsa, Inc. at (918) 663-0555.

Subtotal	120.00
Sales Tax	
Invoice Amount	120.00
Payment Received	0.00
Ck #:	_____
TOTAL	120.00

P U R C H A S E O R D E R

CITY OF GLENPOOL, OK

Email invoices: AP@cityofglenpool.com

Subject line must include PO and Vendor name or emails will be rejected


PURCHASE ORDER # 17-07443

05/15/2017

ISSUED TO: VEND #: 01-001017
STATE AUDITOR AND INSPECTOR
2300 NORTH LINCOLN BLVD
ROOM 100 STATE CAPITOL
OKLAHOMA CITY, OK 73105-48

SHIP TO:
GEMS
14566 S. ELWOOD
GLENPOOL, OK 74033

I HEREBY APPROVE THE ISSUANCE OF THIS PURCHASE ORDER.

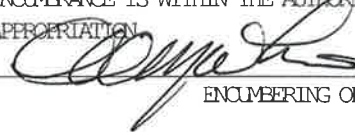


05/15/2017

PURCHASING OFFICER

DATE

I HEREBY CERTIFY THAT THE AMOUNT OF THIS ENCUMBRANCE HAS BEEN
ENTERED AGAINST THE DESIGNATED APPROPRIATION ACCOUNTS AND THAT
THIS ENCUMBRANCE IS WITHIN THE AUTHORIZED AVAILABLE BALANCE OF
SAID APPROPRIATION



05/15/2017

ENCUMBERING OFFICER

DATE


UNITS	DESCRIPTION	INV PART NUMBER	REQUEST	G/L ACCOUNT	PROJ	PRICE	AMOUNT
0.00	FY14-FY15 AUDIT SERVICES GEMS AUDIT - FY14-FY15		00019906	31 -6-01-6236		0.00	10,231.56 *

** TOTAL **

10,231.56

*** APPROVAL FOR PURCHASE ***

I HEREBY CERTIFY THAT THE MERCHANDISE AND/OR SERVICES DESCRIBED ABOVE HAVE BEEN SATISFACTORILY RECEIVED AND THAT THIS PURCHASE
ORDER IS NOW A TRUE AND JUST DEBT OF THIS CITY. THIS PURCHASE ORDER IS APPROVED FOR PAYMENT IN THE AMOUNT INDICATED ABOVE.



OFFICER OR DEPARTMENT HEAD IN CHARGE

5/24/17

DATE

62 O.S. SECTION 310.9 AND 74 O.S. SECTION 3109, PROVIDES THAT THE VENDOR'S SUBMISSION OF AN INVOICE OR ACCEPTANCE OF PAYMENT PURSUANT TO THIS PURCHASE CONSTITUTES
A STATEMENT BY THE VENDOR THAT THE INVOICE OR CLAIM IS TRUE AND CORRECT. THE WORK, SERVICES OR MATERIALS AS SHOWN BY THE INVOICE OR CLAIM HAVE BEEN COMPLETED OR
SUPPLIED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, ORDERS OR REQUESTS FURNISHED THE VENDOR, AND THE VENDOR HAS MADE NO PAYMENT, DIRECTLY OR INDIRECTLY, TO
ANY ELECTED OFFICIAL, OFFICER OR EMPLOYEE OF THIS STATE OR ANY COUNTY OR POLITICAL SUBDIVISION OF THE STATE OF MONEY OR ANY OTHER THING OF VALUE TO OBTAIN PAYMENT.
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VOLUME OF EACH ITEM, ITS TOTAL PRICE, THE TOTAL OF THE PURCHASE, AND DATE OF THE PURCHASE.



Oklahoma State Auditor & Inspector

2300 N. Lincoln Blvd. • State Capitol, Room 100 • Oklahoma City, OK 73105 • Phone: 405.521.3495 • Fax: 405.521.3426

April 04, 2017

Invoice: 113127

Tim Fox
Glenpool Area EMS Dist.
c/o Glenpool City Council
P.O. Box 70
Glenpool, OK 74033

INVOICE FOR AUDITING SERVICES

DUE UPON RECEIPT

Glenpool Area EMS Dist.
GlenpoolEMS.5304915
FY: June 30, 2015

Services For The Period:
6/1/2016 TO 3/31/2017

	<u>Hours</u>	<u>Amount</u>
Total Professional Services	142:30	\$9,900.00
Travel and Misc		\$331.56
Audit costs for this billing period		\$10,231.56
Ref. 19 Okl.St.Ann. § 176.1		

Total Amount Payable From EMS Budget To The State Auditor's Office **\$10,231.56**

OK Julie Costen
5/24/17

For billing inquiries, please contact Janet Waswo, 405-521-2149 or jwaswo@sai.ok.gov

Posting Date: 4/4/2017 Fund Type: 1000 Business Unit: 30000 Class Funding: 20000 Account: 454103 53

Please return a copy of this invoice with payment to:

2300 North Lincoln Boulevard, Room 100 State Capitol, Oklahoma City, OK 73105-4801, (405) 521-3495, Fax (405) 521-3426