

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on Tuesday, February 21, 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. Bodie Sanders, The Landing**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) Community Development Report – Lynn Burrow, Community Development Director**
- F) Treasurers Report – Julie Casteen, Finance Director**
- G) City Manager Report – Roger Kolman, City Manager**
- H) Mayor Report – Timothy Lee Fox, Mayor**
- I) Council Comments**
- J) Public Comments**
- K) Scheduled Business**
 - 1) Reading of Proclamation designating March 7, 2017 as National Pancake Day.
(Timothy Fox, Mayor)
 - 2) Discussion and possible action to approve minutes from February 6, 2017 meeting.
 - 3) Discussion and possible action to approve plat waiver request from Edward Rucker regarding a 141+/- acre tract of land located east of the SE corner of 161st Street and US Hwy 75, as recommended by the Glenpool Planning Commission, and subject to conditions proposed by the Glenpool Technical Advisory Committee.
(Rick Malone, City Planner)
 - 4) Discussion And Possible Action To Approve Resolution No. 17-02-02 Of The City Of Glenpool, Resolution Authorizing The City Of Glenpool To Enter Into A Certain Vehicle Lease-Purchase Agreement By And Between Oklahoma State Bank As The Lessor And City Of Glenpool As The Lessee, For The Acquisition Of Five Police Vehicles From Bob Hurley Ford At A Total Cost Not To Exceed \$211,860.48, Including Principal And Interest Payments, Plus Documentation Fee, In

Accordance With A Proposed Lease Term Of Forty-Eight Months And Such Funds To Be Drawn
From The Public Safety Capital Fund.
(Julie Casteen, Finance Director)

L) Adjournment

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

Signed: _____
City Clerk



Community Development Director's Report

February 15, 2017

To: Glenpool City Council

Mayor and Councilors;

The following report highlights and summarizes the various activities that are currently being addressed and process by the Community Development Department related to major public and private improvement and construction projects within the City of Glenpool.

City/Public Related Activities and Projects:

2016 Move Glenpool Forward Sales Tax Initiative Projects

AMR Water Meter Conversion Project:

- The material specifications and bid package for the radio read water meter conversion and replacement project was developed and issued to public bid on December 2, 2016.
- Formal bid packages were issued to seven (7) different water meter Vendors and/or Manufacturers.
- One Bid Addendum was issued during the bid period.
- Bids were received from five (5) individual Bidders and publically read on January 6, 2017.
- The final Bid Tabulation and Staff recommendation for contract award is being presented to the City Council and GUSA Board at the February 21, 2017 regular meetings.

Vision 2025 Projects

South County Soccer Complex:

- Project construction bids were accepted and read on December 8th, 2016
- A formal presentation of bid results and a recommendation regarding contractor selection, and project phasing was presented to and approved by the City Council and GUSA on January 3rd, 2017.
- The Council and GUSA approved the bid from and the selection of Dirt Wurx, LLC as the General Contractor for the project at the January 3rd meeting.
- The resulting construction Contract Agreement with Dirt Wurx, LLC was reviewed before the Council and GUSA at the January 17th meeting.
- The issuance of a Notice to Proceed and actual start of construction was issued to the contractor on January 25th.

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

Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Patricia Agee, Brandon Kearns, and Jacqueline Lund

City Manager Roger Kolman, City Clerk Susan White

www.glenpoolonline.com

- A Pre-Construction meeting was held January 25th to discuss in detail the project scheduling, sequence of work, site access issues, and coordination with Rec. Center activities.
- A formal ground breaking ceremony was held at the site on February 11th.
- The anticipated duration of the Phase I improvements is 210 calendar days from the issuance of the Notice to Proceed or on or before September 1, 2017.

On-going Private Development and/or Building Projects

Sunoco Glenpool Butane Blending Facility: (Developed by SVT Energy Services, Inc.)

- This project is located at 127th Street on the east side of US Highway 75.
- Full project completion and operational start-up is estimated to be by March 15th, 2017.
- The final Certificate of Occupancy is anticipated by April 1, 2017 - upon final acceptance of certain public waterline improvements constructed to provide domestic and fire protection services to the project.

South Elwood Mini-Storage:

- This project is located on the west side of Elwood Avenue approximately 500' north of 151st Street.
- Phase I of the project consists of five mini-storage buildings and an office building.
- The facility is scheduled to be in operation in March, 2017.

St. Francis Health Center Southwest: (151st Street @ Broadway Ave.)

- The project site improvement plans for the Broadway Avenue construction south of 151st Street as well as the onsite utility, drainage, and paving improvements serving the hospital have been fully reviewed, approved, and permitted for construction.
- The Earth Change Permit coving the final grading and erosion control for the project was issued December 10, 2016.
- Flintco Construction Company has been selected as the project's General Contractor.
- The excavation, grading, and drainage related improvements for the project are well underway at this time.
- Utility construction has been started as of approximately February 1st.
- The full Building Permit for the project was issued by the City on February 1st.
- Project completion is predicted to be in the second quarter of 2018.

Hotel Project: Phillips Corner Addition

- This project is located east of US Highway 75 and along the east side of Casper Avenue - immediately south of the existing Comfort Inn project.
- The project consists of the construction of a two-story hotel structure having 42 guest suites along with associated parking, drives, and various other site improvements.
- The Earth Change Permit was issued for the project on December 9, 2016.
- The actual Building Permit was issued on January 3, 2017.
- Full project completion is anticipated approximately August, 2017.

Current Status of City of Glenpool Grant Projects:

2016 CDBG Project: Senior Citizen Activity Building Up-grade

- The City of Glenpool was awarded a Community Development Grant for additional remodel and facility upgrades at the Senior Citizen Activity Building in the amount of \$72,645.00 plus a 10% matching requirement from the City for a project total funding amount available of \$79,909.50
- S & J Construction Specialists, Inc. is the General Contractor for the project with a total bid price of \$79,798.00 covering eight (8) individual interior and exterior improvement projects.
- The project construction was fully completed by the February 1st, 2017 deadline specified in the contract agreement.

Oklahoma Department of Transportation Grant Project:

- This project consists of the construction pedestrian sidewalks generally connecting the South County Community Recreation Center with the Glenpool school property on Warrior Road.
- The City has received construction plan covering the proposed pedestrian walkway improvements that are estimated to be 65% complete. City Staff is currently reviewing these documents. Regarding anticipated cost and to determine project phasing.
- It is anticipated that the technical design and approval portion of the project will be completed by May, 2017 with construction bidding occurring during the third quarter of 2017.
- The actual construction phase of the project will likely occur during the summer and fall months of 2017 with full project completion estimated by the end of 2017.

Current Planning Department and Planning Commission Activities:

PLAT WAIVER: (Rucker Residence)

- Request from Ed Rucker concerning a 141+/- tract of land located east of the southeast corner of 161st Street and US 75 Hwy.
TAC: 2/8/17, PC: Recommended Approval 4-0 on 2/13/17, CC: review 2/21/17

GBOA-452:

- A request by Muhammad Khan with SMC Consulting on behalf of GlenTapp Development LLC for a variance of section 12-5-6 (B). Access: Every lot shall have frontage on, and abut to, dedicated public street right of way,.....in order to allow the replatting of their property in Southwest Crossroads Addition located South and west of the SW/corner of W. 121st Street and S. Waco Ave, zoned CG (Commercial General District)
BOA to review: 2/27/17

CONDITIONAL FINAL PLAT: Southwest Crossroads Section 2

- Request by Muhammad Khan with SMC Consulting on behalf of GlenTapp Development LLC for review to allow the replatting of their property in Southwest Crossroads Addition located South and west of the SW/corner of W. 121st Street and S. Waco Ave, zoned CG (Commercial General District)
TAC: 2/8/17, PC: Review 2/27/17, CC: 3/6/17.

GBOA-453:

- Request by Phillip Morgan for a variance to allow a lot split on a lot without frontage on a dedicated street on property located approximately 990 west of the northwest corner of 126th Street and S. Elwood Ave zoned AG (Agriculture)
BOA: 3/13/17

GLS-219:

- Request by Phillip Morgan to split a 3.14-acre tract into two building lots on property located approximately 990 west of the northwest corner of 126th Street and S. Elwood Ave zoned AG (Agriculture)
TAC: 2/8/17, PC: 3/13/

Current Building & Inspection Department:

Current On-Going Commercial Projects Permitted for Construction:

- South Elwood Mini-Storage: Located on Elwood Avenue - North of 151st Street
- St. Francis Health System Hospital: Located on 151st Street - East of US Highway 75
- Sunoco Logistics Butane Blending Facility located east of US Highway 75 at 127th Street.
- Beeline Center Remodeling Project: US Highway 75 @ 138th Street.
- Hotel Project in Phillips Corner Addition: 123rd & Casper Avenue

Glenpool Residential and Commercial Building Permit Statistics – January, 2017

- New Residential Permits Issued in January, 2017: 4 Total
- New Commercial Permits Issued in January, 2017: 2 Total
- Current Active Residential Permits: 72 Total
- Current Active Commercial Permits: 13 Total
- 2015 Residential Permits thru January: 5 Total
- 2016 Residential Permits issued thru January: 4 Total
- 2015 Commercial Permits Issued Thru January: 2 Total
- 2016 Commercial Permits Issued Thru January: 2 Total

Code Enforcement Department: January, 2017

Typical Issues Addressed by the Code Enforcement Department: Public Nuisance

- Inoperable or abandoned vehicles being stored on private property.

- Trash or debris on private property
- Excessively high grass on private property
- Special Assessment requests researched and issued to real estate lenders.
- Filing and releasing Mechanic Liens with the Tulsa County Recorder's Office.
- Illegal vehicle parking on private property yards.
- Visual impairments caused by trees, shrubs, vehicles, etc. interfering with traffic flow.
- Bidding and subcontracting involved with nuisance abatement.
- Enforcement of Health and Safety Code violations.

Department Activity for the Month of January:

● Year-to-Date complaint calls received and investigated	63
● Public nuisance cases remaining open thru January 31 st :	2
● New Code Enforcement cases processed in January:	
1. Calls reporting high grass:	4
2. Structures damaged by fire:	-0-
3. Notices issued for vehicles illegally parked:	9
4. Nuisance abatements performed by contractors:	1
5. Notices issued for residences without water service:	-0-
6. Tulsa County Health Department Citations issued:	-0-
7. Notices issued for illegally placed signs:	-0-
8. Damage to public facilities citations:	-0-
9. Excessive trash & debris:	10
10. Dilapidated vacant structures and properties:	1
11. Trash can/receptacle placement:	4
12. Misc. cases:	<u>19</u>
Total New Cases Opened in January:	53



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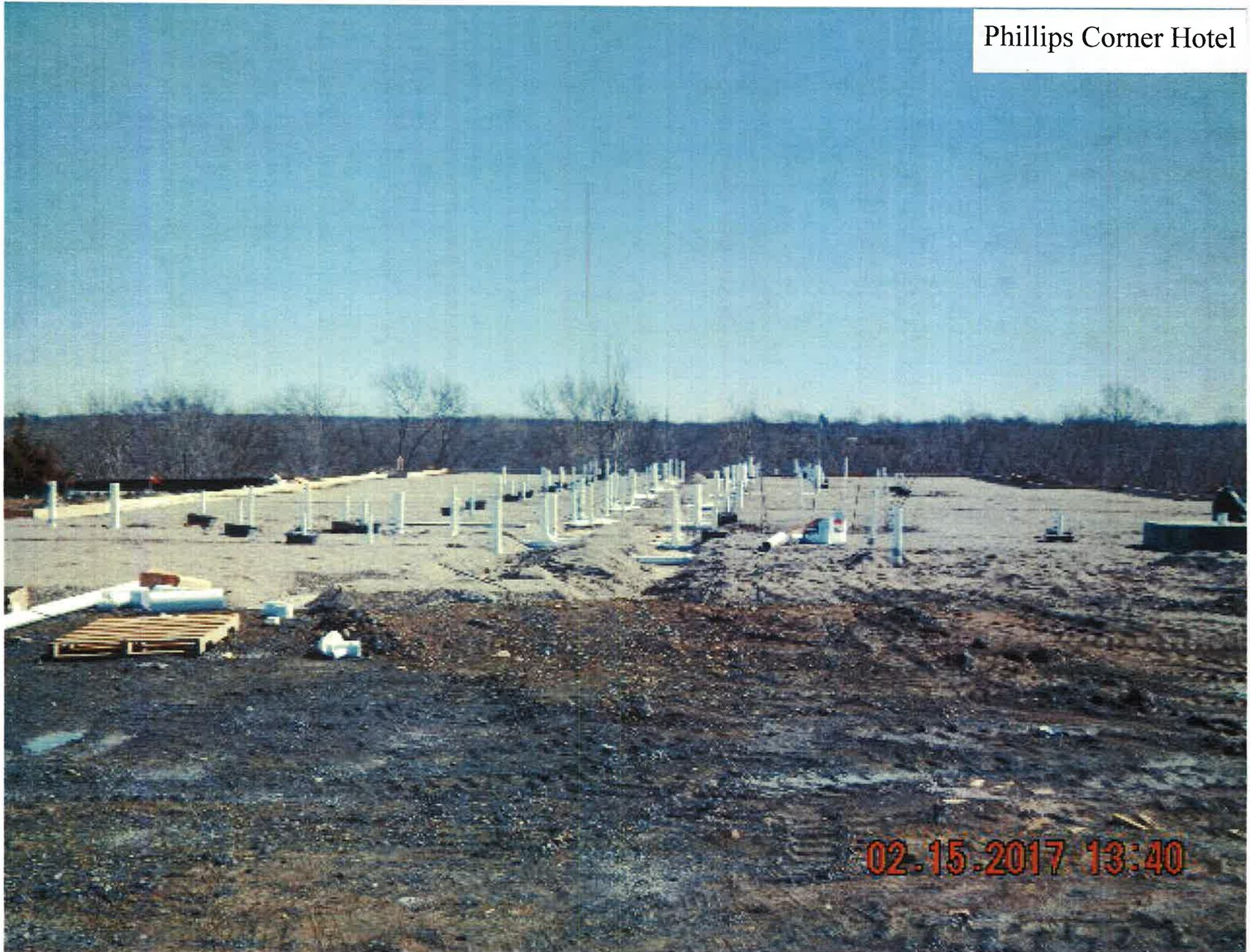
South Elwood Mini-Storage



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South County Soccer Complex



South County Soccer Complex



South County Soccer Complex



South County Soccer Complex



South County Soccer Complex



Goff Mobil Home Park

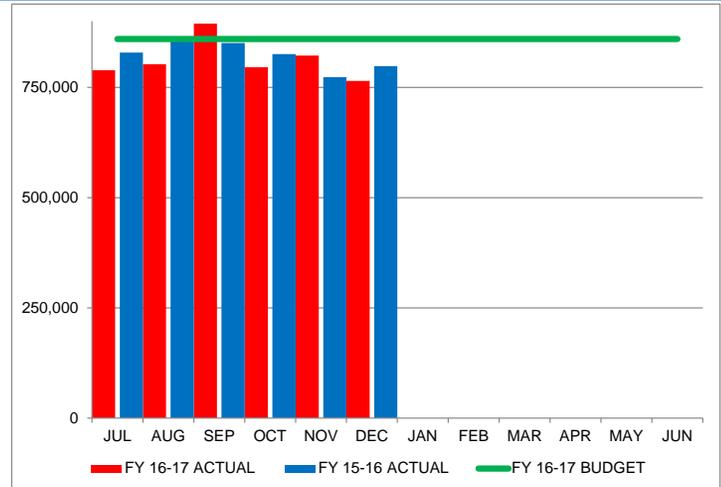


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REVENUE ANALYSIS - GENERAL FUND

TOTAL REVENUE

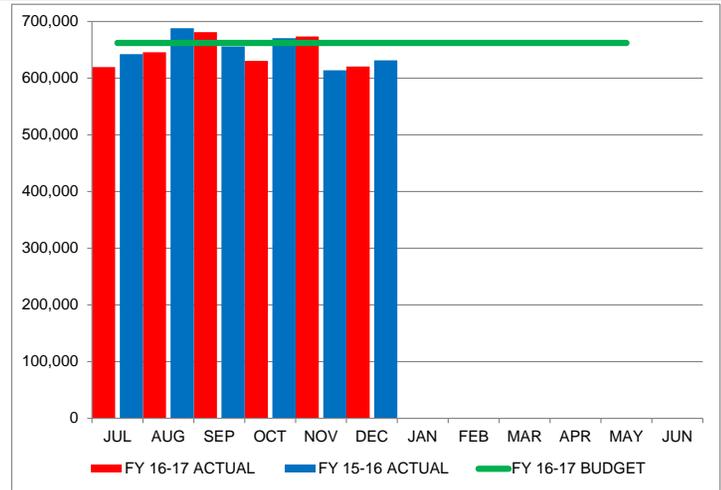
	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 859,800	\$ 789,189	\$ (70,611)	-8.2%	\$ 828,909
AUG	859,800	802,545	(57,255)	-6.7%	858,896
SEP	859,800	894,556	34,756	4.0%	850,655
OCT	859,800	795,632	(64,168)	-7.5%	825,619
NOV	859,800	822,282	(37,518)	-4.4%	773,198
DEC	859,800	764,867	(94,933)	-11.0%	798,557
JAN					
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YTD	\$ 5,158,801	\$ 4,869,071	\$ (289,729)	-5.6%	\$ 4,935,835



Total General Fund revenues YTD through December were -5.6% under budget YTD and -1.4% below prior year.

TAXES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 662,180	\$ 619,710	\$ (42,470)	-6.4%	\$ 642,505
AUG	662,180	645,808	(16,371)	-2.5%	688,006
SEP	662,180	681,226	19,046	2.9%	655,934
OCT	662,180	630,582	(31,598)	-4.8%	670,620
NOV	662,180	673,430	11,250	1.7%	614,054
DEC	662,180	620,717	(41,463)	-6.3%	631,576
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	\$ 3,973,079	\$ 3,871,473	\$ (101,606)	-2.6%	\$ 3,902,694



Tax revenues include Sales Tax, Use Tax, Hotel/Motel Tax, Franchise Tax and E911 Fees.

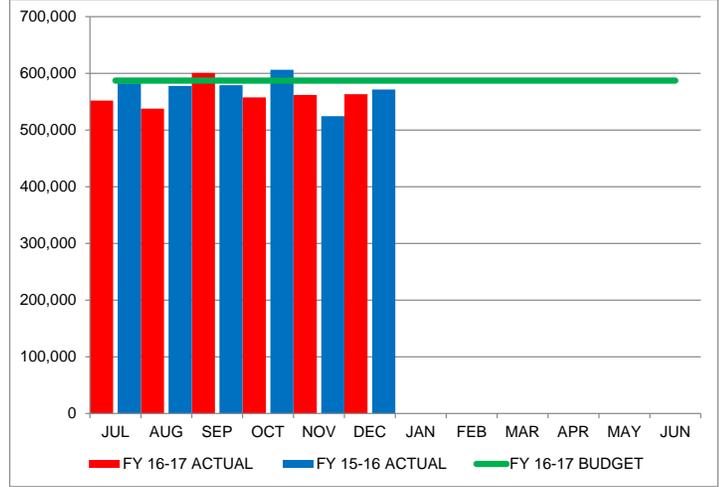
Total tax collections YTD through December fell short of budget by -2.6% and below prior year YTD by -0.8%. Net year over year sales subject to sales tax decreased by approximately 2.2%, or \$1.9 million, mainly attributable to the slowing of the regional economy.

GENERAL FUND REVENUE ANALYSIS - *continued*

December

SALES TAX

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 587,180	\$ 552,041	\$ (35,139)	-6.0%	\$ 582,429
AUG	587,180	537,682	(49,498)	-8.4%	577,621
SEP	587,180	600,646	13,466	2.3%	579,037
OCT	587,180	557,472	(29,707)	-5.1%	606,378
NOV	587,180	561,743	(25,437)	-4.3%	524,401
DEC	587,180	563,077	(24,102)	-4.1%	571,600
JAN					
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YTD	\$ 3,523,079	\$ 3,372,662	\$ (150,417)	-4.3%	\$ 3,441,466

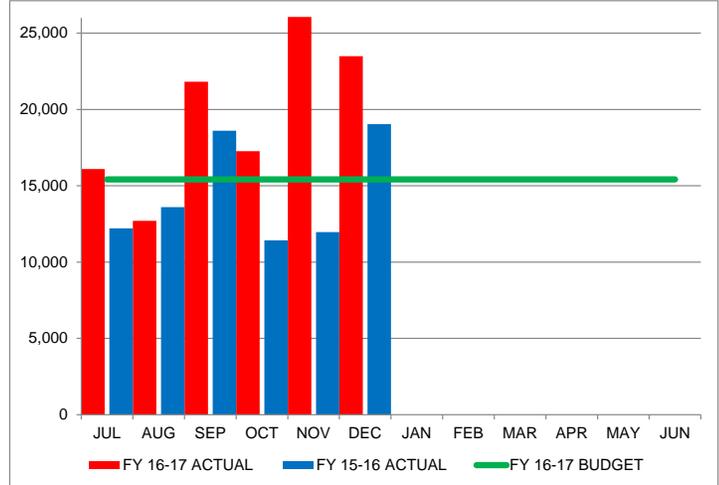


Sales Tax is the largest single revenue source for the General Fund and the City, and represents almost 70% of the General Fund Revenue Budget.

Sales tax collections YTD through December fell short of budget by -4.3%, and below prior YTD by -2.0%.

USE TAX

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 15,417	\$ 16,096	\$ 679	4.4%	\$ 12,215
AUG	15,417	12,696	(2,721)	-17.6%	13,594
SEP	15,417	21,810	6,394	41.5%	18,607
OCT	15,417	17,261	1,844	12.0%	11,425
NOV	15,417	26,060	10,644	69.0%	11,968
DEC	15,417	23,483	8,066	52.3%	19,030
JAN					
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APR					
MAY					
JUN					
YTD	\$ 92,500	\$ 117,406	\$ 24,906	26.9%	\$ 86,839



Use Tax is levied on goods that are bought in other states and then imported to Oklahoma for use. Because use tax is often related to construction activity, collections can fluctuate widely from month to month and year to year.

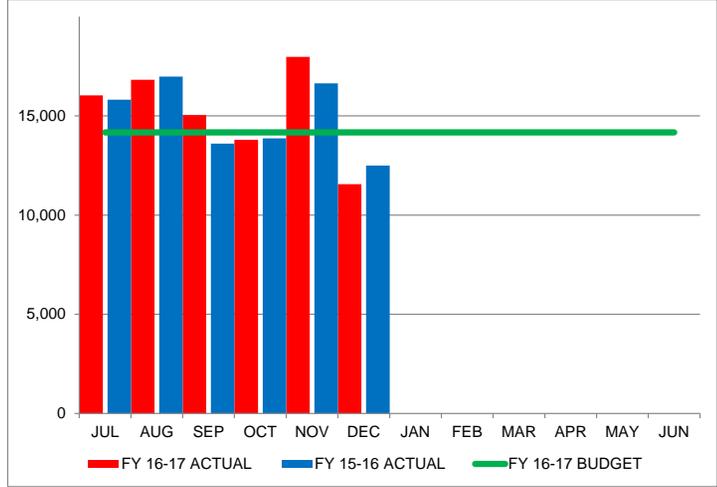
Use tax collections YTD through December exceeded budget by 26.9%, and exceeded prior YTD by 35.2%.

GENERAL FUND REVENUE ANALYSIS - *continued*

December

HOTEL/MOTEL TAX

	FY 16-17		BUDGET		FY 15-16	
	BUDGET	ACTUAL	VAR.	% VAR.	ACTUAL	
JUL	\$ 14,167	\$ 16,029	\$ 1,862	13.1%	\$ 15,818	
AUG	14,167	16,818	2,651	18.7%	16,976	
SEP	14,167	15,037	870	6.1%	13,597	
OCT	14,167	13,786	(381)	-2.7%	13,862	
NOV	14,167	17,973	3,806	26.9%	16,635	
DEC	14,167	11,555	(2,612)	-18.4%	12,498	
JAN						
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YTD	\$ 85,000	\$ 91,198	\$ 6,198	7.3%	\$ 89,387	

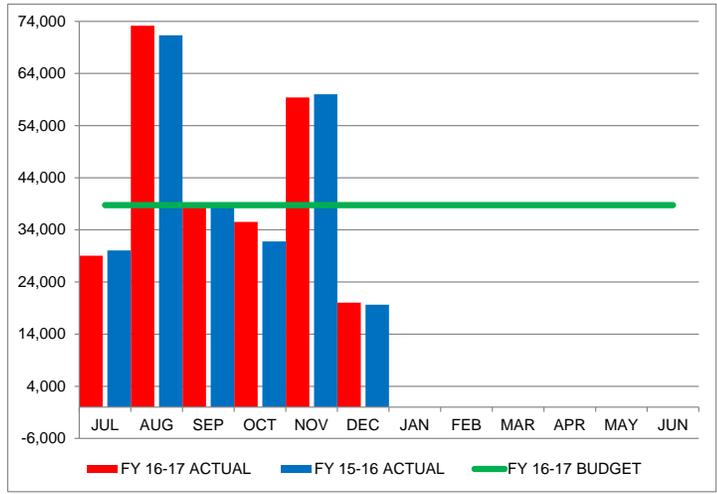


Hotel/Motel tax is a 5% tax collected on the gross revenues of hotel and motel establishments.

Hotel/Motel tax collections YTD through December exceeded budget 7.3%, and exceeded prior YTD by 2.0%.

FRANCHISE TAX

	FY 16-17		BUDGET		FY 15-16	
	BUDGET	ACTUAL	VAR.	% VAR.	ACTUAL	
JUL	\$ 38,750	\$ 29,052	\$ (9,698)	-25.0%	\$ 30,052	
AUG	38,750	73,161	34,411	88.8%	71,340	
SEP	38,750	38,398	(352)	-0.9%	38,416	
OCT	38,750	35,540	(3,210)	-8.3%	31,791	
NOV	38,750	59,409	20,659	53.3%	60,012	
DEC	38,750	20,053	(18,697)	-48.3%	19,640	
JAN						
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JUN						
YTD	\$ 232,500	\$ 255,613	\$ 23,113	9.9%	\$ 251,251	



Franchise and Utility Fees are charged to public utilities for the use of City-owned rights of way by the utilities for their infrastructure. Franchise taxes typically vary with weather conditions, a major factor affecting utility revenues.

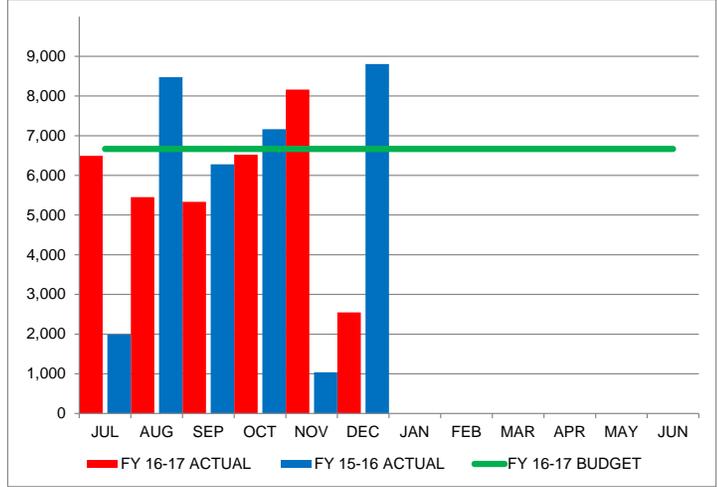
Franchise tax collections YTD through December exceeded budget by 9.9%, and prior YTD by 1.7%.

GENERAL FUND REVENUE ANALYSIS - *continued*

December

E911 FEES

	FY 16-17		BUDGET		FY 15-16	
	BUDGET	ACTUAL	VAR.	% VAR.	ACTUAL	
JUL	\$ 6,667	\$ 6,493	\$ (174)	-2.6%	\$ 1,991	
AUG	6,667	5,451	(1,215)	-18.2%	8,475	
SEP	6,667	5,334	(1,332)	-20.0%	6,277	
OCT	6,667	6,523	(144)	-2.2%	7,163	
NOV	6,667	8,161	1,494	22.4%	1,038	
DEC	6,667	2,549	(4,118)	-61.8%	8,807	
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YTD	\$ 40,000	\$ 34,511	\$ (5,489)	-13.7%	\$ 33,751	

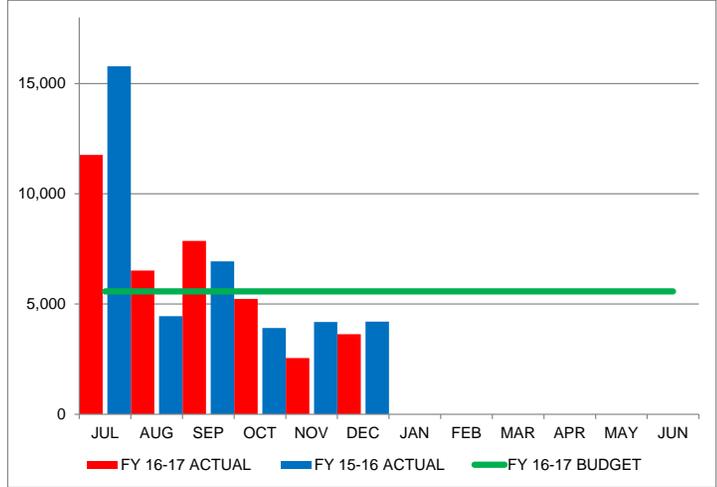


E911 Fees are charges imposed on consumers collected by phone service providers to provide funding for the operation of the 911 emergency response system.

E911 fee collections YTD through December fell short of budget -13.7%, but above prior year by YTD by 2.3%.

LICENSES AND PERMITS

	FY 16-17		BUDGET		FY 15-16	
	BUDGET	ACTUAL	VAR.	% VAR.	ACTUAL	
JUL	\$ 5,575	\$ 11,762	\$ 6,187	111.0%	\$ 15,780	
AUG	5,575	6,518	943	16.9%	4,451	
SEP	5,575	7,867	2,292	41.1%	6,940	
OCT	5,575	5,238	(337)	-6.1%	3,913	
NOV	5,575	2,553	(3,022)	-54.2%	4,183	
DEC	5,575	3,633	(1,942)	-34.8%	4,200	
JAN						
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YTD	\$ 33,450	\$ 37,570	\$ 4,120	12.3%	\$ 39,468	



Permits and Fees includes Building Permits, Trade Licenses, Pet Licenses, Assessment Fees and Fireworks and Sign Permits.

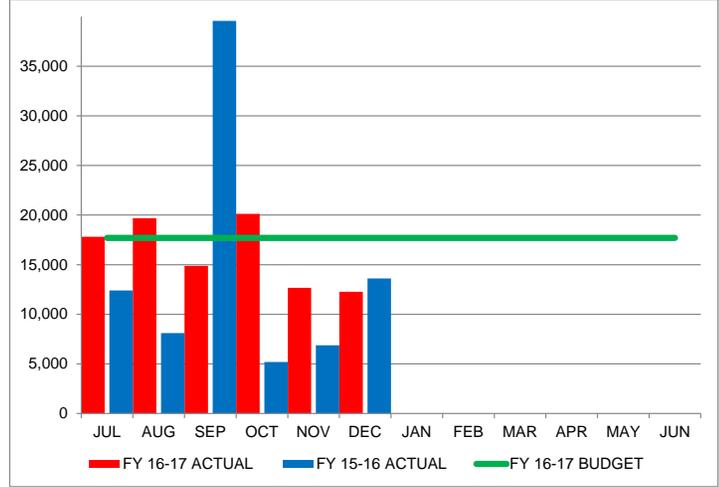
Permits and Fees YTD through December exceeded budget by 12.3%, but below prior year by -4.8%.

GENERAL FUND REVENUE ANALYSIS - *continued*

December

CHARGES FOR SERVICES

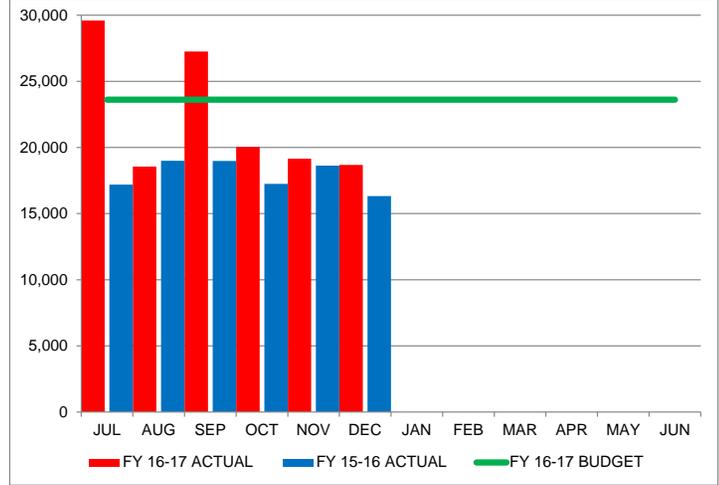
	FY 16-17		BUDGET		FY 15-16	
	BUDGET	ACTUAL	VAR.	% VAR.	ACTUAL	
JUL	\$ 17,696	\$ 17,805	\$ 109	0.6%	\$ 12,405	
AUG	17,696	19,677	1,980	11.2%	8,105	
SEP	17,696	14,871	(2,825)	-16.0%	39,574	
OCT	17,696	20,112	2,416	13.7%	5,198	
NOV	17,696	12,661	(5,035)	-28.5%	6,877	
DEC	17,696	12,262	(5,434)	-30.7%	13,613	
JAN						
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JUN						
YTD	\$ 106,177	\$ 97,388	\$ (8,789)	-8.3%	\$ 85,772	



Charges for Services includes Development, Zoning and Inspection Fees, Dog Pound Fees, GEMS reimbursement, Police Specials Services (SRO) and charges for Police Reports. Charges for Services YTD through December fell short of budget by -8.3% primarily as a result of lower inspections revenues, but exceeded prior year by 13.5%.

INTERGOVERNMENTAL

	FY 16-17		BUDGET		FY 15-16	
	BUDGET	ACTUAL	VAR.	% VAR.	ACTUAL	
JUL	\$ 23,613	\$ 29,599	\$ 5,986	25.4%	\$ 17,193	
AUG	23,613	18,549	(5,063)	-21.4%	18,998	
SEP	23,613	27,256	3,643	15.4%	18,981	
OCT	23,613	20,037	(3,575)	-15.1%	17,241	
NOV	23,613	19,152	(4,461)	-18.9%	18,620	
DEC	23,613	18,678	(4,934)	-20.9%	16,326	
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MAY						
JUN						
YTD	\$ 141,677	\$ 133,272	\$ (8,404)	-5.9%	\$ 107,358	



Intergovernmental revenues includes excise taxes, cigarette taxes, alcoholic beverage taxes and commercial vehicle taxes collected by the state, as well as grants from federal and local agencies which support activities that would typically not be undertaken without grant funding. The FY16-17 budget anticipates CDBG funding for improvements at the Senior Center, but has not yet been fully reimbursed.

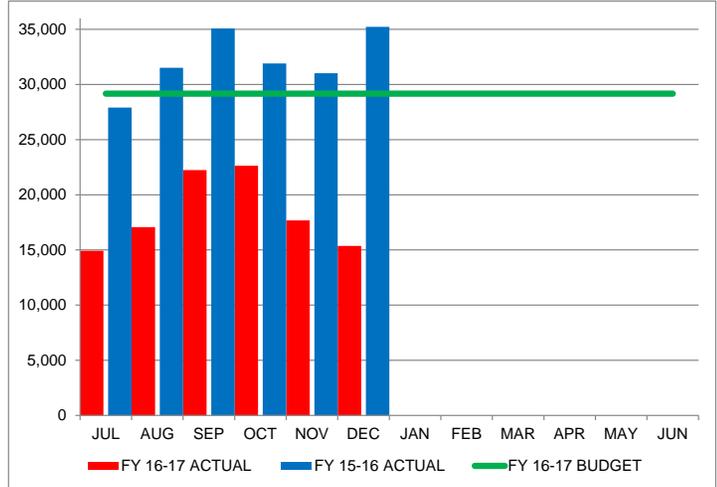
Intergovernmental YTD through December fell short of budget by -5.9%, and exceeded prior year by 24.1% as a result of the CDBG grant reimbursements.

GENERAL FUND REVENUE ANALYSIS - *continued*

December

FINES AND FORFEITURES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 29,167	\$ 14,921	\$ (14,246)	-48.8%	\$ 27,905
AUG	29,167	17,069	(12,098)	-41.5%	31,517
SEP	29,167	22,234	(6,933)	-23.8%	35,072
OCT	29,167	22,622	(6,545)	-22.4%	31,896
NOV	29,167	17,678	(11,488)	-39.4%	31,011
DEC	29,167	15,367	(13,799)	-47.3%	35,228
JAN					
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MAR					
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YTD	\$ 175,000	\$ 109,891	\$ (65,109)	-37.2%	\$ 192,628

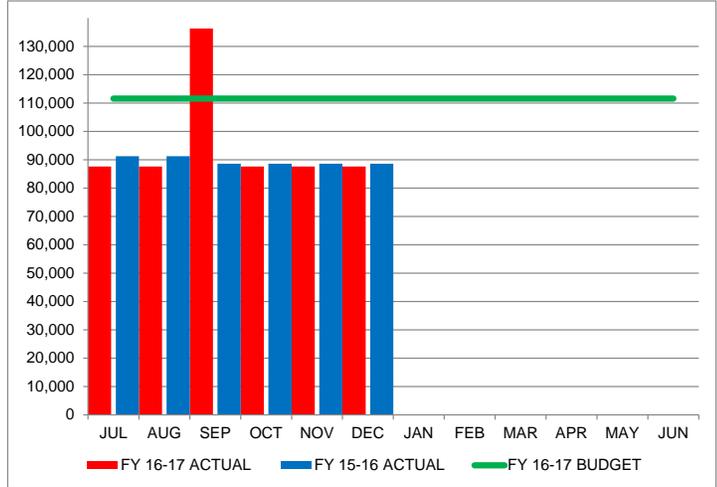


Fines and Forfeitures include Municipal Court fines and Federal Forfeiture Revenue.

Fines & Forfeitures YTD through December fell short of budget by -37.2%, and were below prior year by -43.0%. The number of citations issued was down 45% from 931 issued for the same period in FY16 compared to 509 in FY17.

OTHER FINANCING SOURCES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 111,594	\$ 87,625	\$ (23,969)	-21.5%	\$ 91,293
AUG	111,594	87,625	(23,969)	-21.5%	91,293
SEP	111,594	136,292	24,698	22.1%	88,588
OCT	111,594	87,625	(23,969)	-21.5%	88,588
NOV	111,594	87,625	(23,969)	-21.5%	88,588
DEC	111,594	87,625	(23,969)	-21.5%	88,588
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	\$ 669,566	\$ 574,417	\$ (95,149)	-14.2%	\$ 536,939



Transfers from the Glenpool Utility Services Authority and the Glenpool Industrial Authority represent a reimbursement (on an annualized basis) from those funds for services provided by the General Fund. In addition, proceeds from the issuance of debt as well as use of fund balance are accounted for in this revenue category.

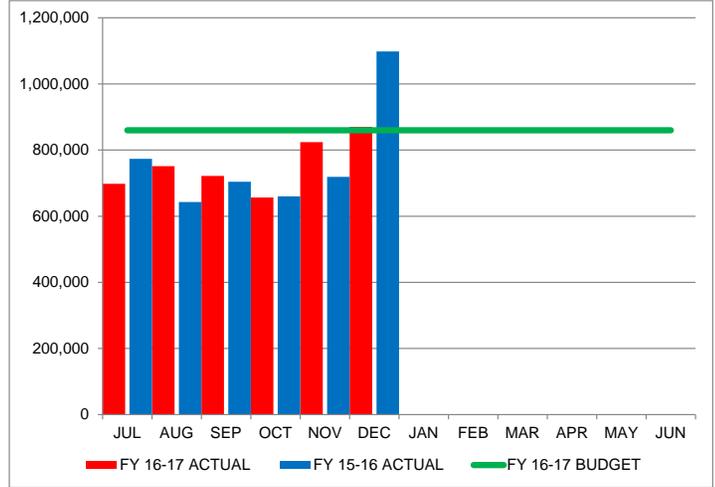
Transfers YTD through December fell short of budget by -14.2% due to lower sales tax revenues, but were above prior year by 7.0%.

GENERAL FUND EXPENDITURE ANALYSIS

December

EXPENDITURES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 859,800	\$ 697,964	\$ (161,836)	-18.8%	\$ 773,565
AUG	\$ 859,800	751,300	(108,500)	-12.6%	643,106
SEP	\$ 859,800	722,016	(137,784)	-16.0%	704,220
OCT	\$ 859,800	656,356	(203,444)	-23.7%	660,036
NOV	\$ 859,800	823,728	(36,072)	-4.2%	719,053
DEC	\$ 859,800	869,982	10,181	1.2%	1,097,862
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	\$ 5,158,801	\$ 4,521,345	\$ (637,455)	-12.4%	\$ 4,597,842

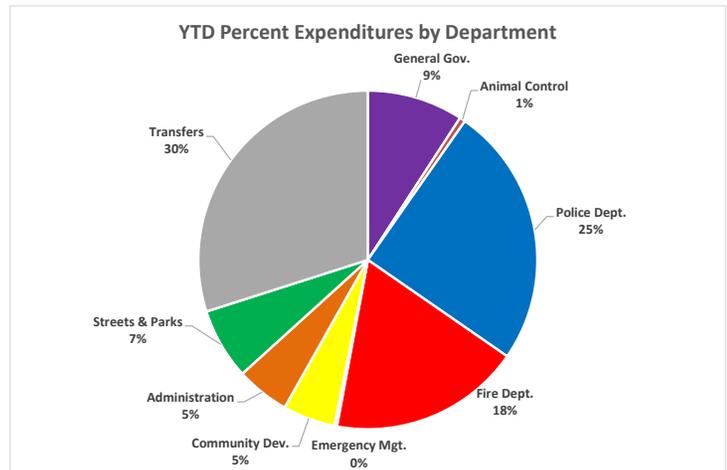


General Fund expenditures YTD were under budget YTD by -12.4%, and 1.7% below prior year YTD.

EXPENDITURES BY DEPARTMENT

	YTD FY17 Budget	YTD FY17 Actual	YTD FY16 Budget	YTD FY16 Actual
General Gov.	\$ 487,137	\$ 414,255	\$ 419,990	\$ 386,044
Animal Control	37,915	24,646	Reported with Police in FY16	
Police Dept.	1,079,145	1,127,320	1,153,741	1,065,288
Fire Dept.	880,472	826,731	845,820	786,588
Emergency Mgt.	26,500	11,154	10,500	2,002
Community Dev.	291,809	226,158	209,860	211,097
Administration	258,644	230,655	284,749	244,602
Streets & Parks	445,273	307,198	399,661	458,692
Transfers	1,651,907	1,353,230	1,537,978	1,443,529
Totals	\$ 5,158,801	\$ 4,521,345	\$ 4,862,298	\$ 4,597,842

Increase over prior year: 6.1% -1.7%



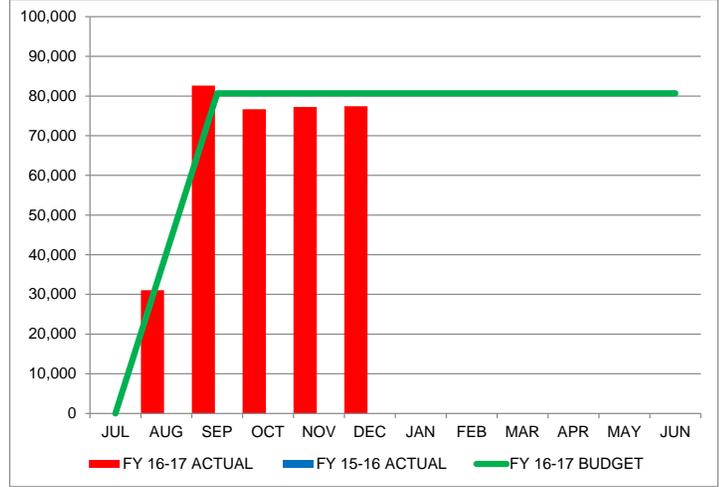
The FY17 General Fund Budget is 6.1% higher than prior year. Actual expenditures YTD were 1.7% below prior YTD.

SPECIAL REVENUE FUND: PUBLIC SAFETY PERSONNEL

December

SALES TAX

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ -	\$ -	\$ -	0.0%	\$ -
AUG	40,335	31,057	(9,278)	-23.0%	-
SEP	80,676	82,605	1,929	2.4%	-
OCT	80,676	76,668	(4,008)	-5.0%	-
NOV	80,676	77,255	(3,421)	-4.2%	-
DEC	80,676	77,438	(3,238)	-4.0%	-
JAN	80,676				
FEB	80,676				
MAR	80,676				
APR	80,676				
MAY	80,676				
JUN	80,676				
YTD	\$ 847,095	\$ 345,023	\$ (18,016)	-2.1%	\$ -

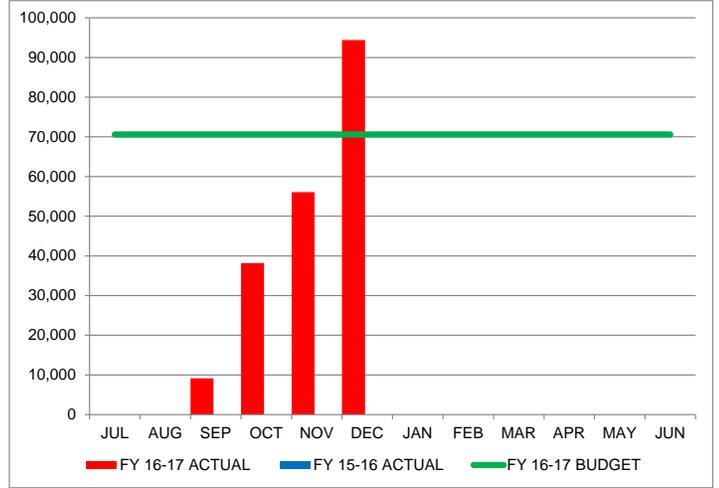


Sales tax collections YTD were below budget by -2.1%.

PUBLIC SAFETY PERSONNEL FUND EXPENDITURE ANALYSIS

EXPENDITURES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 70,591	\$ -	\$ (70,591)	-100.0%	\$ -
AUG	70,591	-	(70,591)	-100.0%	-
SEP	70,591	9,147	(61,444)	-87.0%	-
OCT	70,591	38,170	(32,421)	-45.9%	-
NOV	70,591	56,047	(14,544)	-20.6%	-
DEC	70,591	94,396	23,805	33.7%	-
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	\$ 423,548	\$ 197,761	\$ (225,787)	-53.3%	\$ -



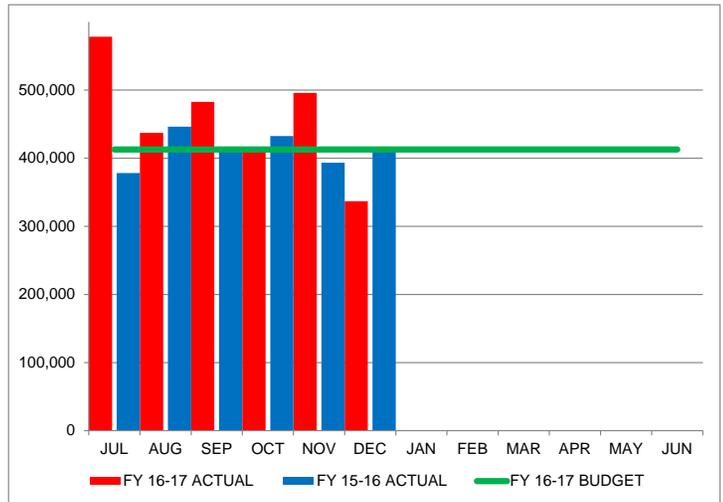
Expenditures YTD through December were -53.3% below budget.

GLENPOOL UTILITY SERVICES AUTHORITY (GUSA):
OVERALL FUND PERFORMANCE

December

CHARGES FOR SERVICES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	\$ 412,779	\$ 578,279	\$ 165,500	40%	\$ 378,224
AUG	412,779	437,131	24,352	6%	446,154
SEP	412,779	482,706	69,926	17%	411,699
OCT	412,779	411,949	(830)	0%	432,549
NOV	412,779	496,008	83,228	20%	393,355
DEC	412,779	336,817	(75,962)	-18%	412,239
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
Totals	\$ 2,476,676	\$ 2,742,889	\$ 266,213	10.7%	\$ 2,474,219

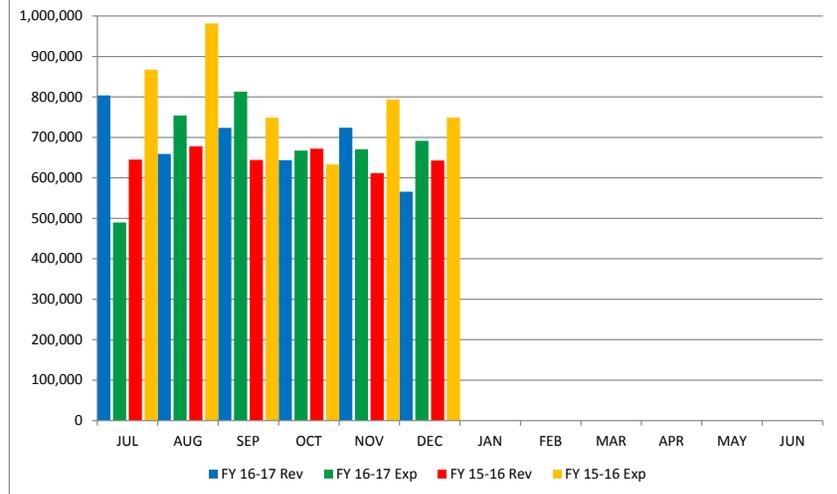


Charges for Services are 10.7% over budget YTD and 10.9% over prior year. Customer accounts increased by 7.7% over prior year.

December

REVENUE VS EXPENDITURES

	FY 16-17 Rev	FY 16-17 Exp	FY 15-16 Rev	FY 15-16 Exp
JUL	\$ 803,671	\$ 489,545	\$ 645,322	\$ 867,419
AUG	659,074	754,153	677,988	981,368
SEP	723,678	813,213	644,154	748,437
OCT	643,815	667,294	672,026	633,255
NOV	724,117	670,663	611,917	793,471
DEC	565,686	691,567	643,026	749,223
JAN				
FEB				
MAR				
APR				
MAY				
JUN				
Totals	\$ 4,120,042	\$ 4,086,435	\$ 3,894,434	\$ 4,773,173



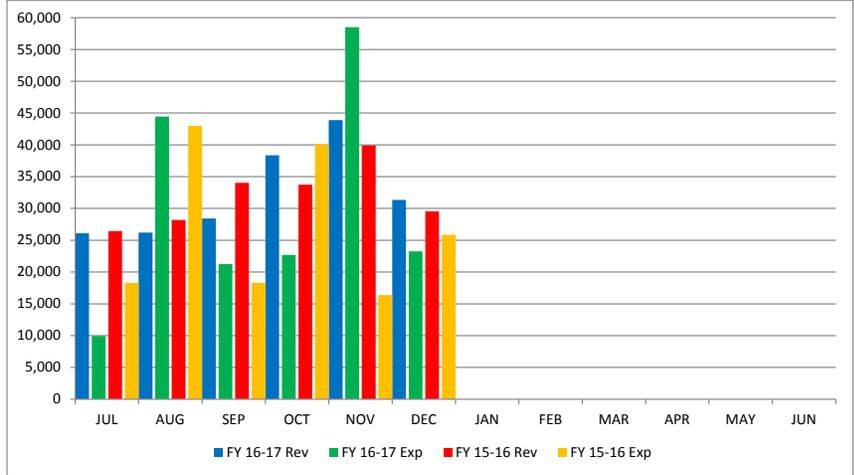
GUSA Net Income through December was 103.8% above prior year to date due to the increase in water revenues combined with lower expenditures.

GLENPOOL INDUSTRIAL AUTHORITY (GIA):
OVERALL FUND PERFORMANCE

December

TOTAL REVENUE VS EXPENDITURES

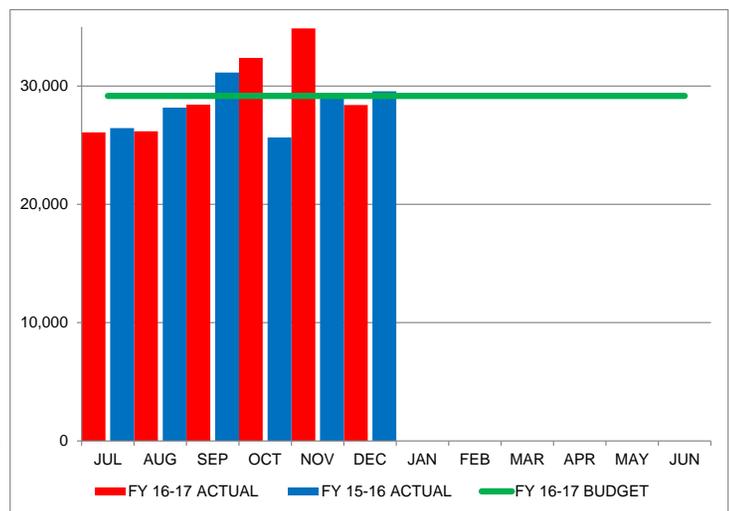
	FY 16-17		FY 15-16	
	Rev	Exp	Rev	Exp
JUL	\$ 26,077	\$ 9,932	\$ 26,440	\$ 18,285
AUG	26,218	44,436	28,179	42,979
SEP	28,430	21,244	34,037	18,285
OCT	38,364	22,707	33,741	40,117
NOV	43,874	58,497	39,912	16,361
DEC	31,344	23,263	29,550	25,839
JAN				
FEB				
MAR				
APR				
MAY				
JUN				
Totals	\$ 194,306	\$ 180,078	\$ 191,859	\$ 161,865



Industrial Authority Net income YTD through December was down \$15,765 over prior year, primarily due to increased maintenance costs compared to prior year.

CONFERENCE CENTER RENTAL FEES

	FY 16-17		BUDGET		FY 15-16	
	BUDGET	ACTUAL	VAR.	% VAR.	ACTUAL	
JUL	\$ 29,167	\$ 26,077	\$ (3,090)	-11%	\$ 26,440	
AUG	29,167	26,168	(2,999)	-10%	28,179	
SEP	29,167	28,430	(737)	-3%	31,150	
OCT	29,167	32,374	3,207	11%	25,650	
NOV	29,167	34,877	5,710	20%	29,394	
DEC	29,167	28,396	(771)	-3%	29,550	
JAN						
FEB						
MAR						
APR						
MAY						
JUN						
Totals	\$ 175,002	\$ 176,322	\$ 1,320	0.8%	\$ 170,363	



Conference Center revenues from Rental Fees through December were 0.8% above budget, and 3.5% over prior year YTD due to strong rental revenues in October and November.

PROCLAMATION
NATIONAL PANCAKE DAY
MARCH 7, 2017

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

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

WHEREAS, on March 7, 2017, Shriners Hospitals for Children and IHOP, will join together to encourage people to donate to Shriners Hospitals for Children activities in our city.

BE IT RESOLVED that I, Timothy Lee Fox, Mayor of Glenpool in recognition of this important event, do hereby proclaim March 7, 2017, in Glenpool as "IHOP's National Pancake Day and Shriners Hospitals for Children Day."

Signed this 22nd day of February, 2017.

Timothy Lee Fox, Mayor

ATTEST:

Susan White, City Clerk

**MINUTES
CITY COUNCIL
MEETING
February 6, 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: Patricia Agee, Councilor; Brandon Kearns, Councilor; Jacqueline Triplett-Lund, Councilor; 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 were Rev. Aaron Hunter, Extreme Worship and Outreach Center; Brock Kendrick, 300 Arena Road, Mounds, OK 74047; Andy Cromer, Arledge & Associates P.C.; and members from the Cub Scout Pack 188.

- 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) Aaron Hunter, Extreme Worship and Outreach Center offered the Invocation.**
- D) Mayor Fox led the Pledge of Allegiance.**
- E) City Manager Report – Roger Kolman, City Manager**
 - Mr. Kolman offered a reminder that the Chamber of Commerce monthly luncheon is Wednesday, February 8, 2017. Glenpool Public Schools will be featured and benefit from the proceeds of the luncheon. He encouraged attendance.
 - A groundbreaking ceremony of the South County Soccer Complex is slated for Saturday, February 11 at 1:30 p.m. Mr. Kolman stated, “This marks a milestone for Glenpool as we build a large publically funded complex for our youth to enjoy.”
- F) Mayor Report – Timothy Fox, Mayor**
 - Mayor Fox reported that he and Vice Mayor Ceesay had attended the Coalition of Tulsa Area Governments Elected Officials Appreciation Dinner. He stated it was a good night to network and meet the new state legislators, as well as area elected officials. He further stated that he met officials from the Creek Nation and hopes to develop a good working relationship with the Nation in Glenpool’s future, specifically cooperative efforts to achieve the U.S. Highway 75 widening project.
- G) Council Comments**
 - Councilor Kearns reminded the audience that March 7 marks the date for the school bond election and encouraged interested parties to visit Glenpool Public Schools website for information about town hall meetings.
 - Councilor Lund reiterated that the school will be sharing information concerning the

bond issue at the Chamber of Commerce luncheon, Wednesday February 8.

- Councilor Lund announced that Living Water Methodist Church will be hosting a Trivia Night on February 17 at the Glenpool Conference Center. The evening's events will include games, refreshments and a silent auction. Tickets are \$20.00.
- Councilor Lund recognized members in attendance from Cub Scout Pack 188.

H) Public Comments

- None.

I) Scheduled Business

1) Reading of Proclamation for Northeast Oklahoma Square Dance Association Day.

Mayor Fox read the Proclamation.

2) Discussion and possible action to approve minutes from January 17, 2017 meeting, and amended minutes from May 2, 2016.

Susan White, City Clerk explained that it was discovered that the minutes from May 2, 2016 reflected an error in the record of Councilor attendance. The proposed amended minutes correctly recorded the Councilors attendance at the May 2 meeting. **MOTION:** Vice Mayor Ceesay moved, second by Councilor Lund to approve minutes as presented.

FOR: Councilor Lund (Jan. 17, 2017) Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns (May 2, 2016)

AGAINST: None

ABSTAIN: Councilor Lund (May 2, 2016); Councilor Kearns (January 17, 2017). Each were absent at identified meetings.

Motion carried.

3) Discussion and possible action to approve or disapprove OMAG recommendation to deny Tort Claim No. 202984-LR, Claimant Brock Kendrick.

Lowell Peterson, City Attorney explained the reasoning applied by OMAG to offer a recommendation of denial. Mr. Brock Kendrick, Claimant presented his argument and reasoning to the Council for consideration.

MOTION: Councilor Kearns moved, second by Councilor Agee to deny Tort Claim No. 202984-LR as recommended by OMAG.

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

AGAINST: Councilor Lund

Motion carried.

4) Discussion and possible action to appoint representative and alternate to the INCOG Board of Directors for a two-year term commencing the first day of January 2017.

MOTION: Vice Mayor Ceesay moved, second by Councilor Lund to appoint Mayor Fox as Representative and Roger Kolman, City Manager and Lowell Peterson, City Attorney as Alternates.

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

AGAINST: None

Motion carried.

5) Discussion and possible action to acknowledge receipt of audited FY16 Financial Report and Operating Report and direct that the Report be placed in the permanent files.

Julie Casteen offered a brief summary of the Reports. Mr. Andy Cromer from Arledge & Associates also briefly discussed the audit and offered to answer questions from the City Council. No questions were presented.

MOTION: Councilor Kearns moved, second by Councilor Lund to acknowledge receipt of audited FY16 Financial Report and Operating Report and direct that the Report be placed in the permanent files.

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

AGAINST: None

Motion carried.

6) Discussion and possible action to adopt FY18 Budget Calendar.

Julie Casteen, Finance Director presented the Budget Calendar as part of the annual budget preparation process. It will serve to maintain compliance with statutory deadlines outlined in the Municipal Budget Act.

MOTION: Vice Mayor Ceesay moved, second by Councilor Kearns to adopt the FY18 Budget Calendar as presented.

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

AGAINST: None

Motion carried.

7) Discussion and possible action to accept ownership and maintenance responsibilities for 156th Street Water Storage Tower and associated waterline infrastructure improvements.

Lynn Burrow, Community Development Director recommended Council officially accept recently constructed water storage tower and associated waterline improvements.

MOTION: Councilor Kearns moved, second by Councilor Agee to accept ownership and maintenance responsibilities for 156th St. Water Storage Tower and associated waterline infrastructure improvements.

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

AGAINST: None
Motion carried.

- 8) **Discussion and possible action to approve Joint Resolution No. 17-02-01, A Joint Resolution Of The City Of Glenpool, A Political Subdivision Of The State Of Oklahoma, (The “City”) And The Glenpool Utility Services Authority, An Oklahoma Public Trust Of Which The City Is The Beneficiary (The “Authority,” And Together With The City The “Public Agency”) Declaring The Public Agency’s Intent, Pursuant To Provisions Of The Oklahoma Interlocal Cooperation Act And The Texas Interlocal Cooperation Act, To Enter Into A Particular Interlocal Participation Agreement With Region 8 Education Service Center (“ESC 8”), Pittsburg, Texas, In Order To Participate In And Receive The Benefits Of The Interlocal Purchasing System (“TIPS”); And To Authorize The Mayor Of The City And The Chairman Of The Authority To Execute The TIPS Interlocal Participation Agreement On Behalf Of The Public Agency, And To Execute Such Other Agreements And Related Documents, And Take Such Other Actions As Necessary To Implement The TIPS Interlocal Participation Agreement And Derive Its Benefits; And Containing Other Provisions Relating Thereto.**

Lowell Peterson, City Attorney provided the background information leading up to the staff request to enter into the Interlocal Participation Agreement and receive the purchasing benefits to be implemented in the procurement of a TIPS approved construction company necessary for meter installation in the upcoming publically funded radio-read meter conversion project. Mr. Kolman further explained that the organization is a cooperative with a function similar to the State Procurement office which obtains competitive bids for certain items and services. Winning bids become part of a cooperative purchasing agreement available to governmental entities throughout the state.

MOTION: Vice-Mayor Ceesay moved, second by Councilor Lund to approve Joint Resolution No. 17-02-01 as presented.

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

AGAINST: None

Motion carried.

J) Adjournment.

- Meeting was adjourned at 6:45 p.m.

Date

Mayor

ATTEST:

City Clerk

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: RICK MALONE, CITY PLANNER

RE: STAFF RECOMMENDATION
PLAT WAIVER OF PW-2017-01“EDWARD RUCKER”

DATE: February 21th, 2017

Background:

This is a Plat Waiver request from Edward Rucker for a 141+/- tract that is located east of the SE/corner of 161st Street and US 75 Highway. The subject tract was originally a part of an Industrial park that was zoned IL and PUD 24 that never came to fruition. Then it was rezoned from IL to RE by virtue of GZ-243 on 12/15/14 and PUD 24 was vacated at the same time. The applicant has submitted a building permit and he wants to build a single family residence on this tract and cannot get his building permit released until this issued is resolved

Zoning Code Reference:

11-4-9: PLATTING REQUIRED:

For the purposes of providing a proper arrangement of streets and assuring the adequacy of open spaces for traffic, utilities, and access of emergency vehicles, commensurate with the intensification of land use customarily incident to a change of zoning, a platting requirement is established as follows: For any land which has been rezoned upon application of a private party, ..., no building permit shall be issued until that portion of the tract on which the permit is sought has been included within a subdivision plat or replat, as the case may be, Provided, that the city council, pursuant to their exclusive jurisdiction over subdivision plats, may remove the platting requirement upon a determination that the above stated purposes have been achieved by previous platting or could not be achieved by a plat or replat. (Ord. 665, 9-17-2012; amd. 2013 Code)

Technical Advisory Committee: 2/8/17

The Technical Advisory Committee met on Wednesday February 8th, 2017 and after review the TAC members did not have any issues with the Plat Waiver since this was only a single family residence. The only recommendation is that, if the Plat Waiver is approved by the Planning Commission and City Council, this approval be subject to the owner agreeing to provide a 50' right of way dedication for future expansion of 161st Street along the north side of his property and provide proof of the ODEQ approval needed for the septic tank/and or aerobic system required for residential purposes.

Staff Recommendation:

Because the Staff recognizes the unique circumstances concerning this property and because the applicant wants to build the new single family residence on 141+/- acres, Staff therefore supports this request subject to the conditions listed above.

Planning Commission Recommendation: 2/13/17

The Glenpool Planning Commission reviewed this plan at their meeting on 2/13/17 and after a presentation from Mr. Rucker and city staff, the Planning Commission voted 4-0 to recommend to the Glenpool City Council approval of this request subject to the TAC conditions listed above

Attachments:

1. Application for the plat waiver
2. Case Map
3. Site Plan

GLENPOOL COMMUNITY DEVELOPMENT DEPARTMENT

[] ZONING [] PUD [] PUD AMENDMENT **(X) PLAT WAIVER**

12205 S. Yukon Ave, 2nd Floor - Glenpool, Oklahoma 74033 - (918) 209-4610 - Fax (918) 209-4611

www.glenpoolonline.com

APPLICATION INFORMATION

RECEIVED BY: RCM DATE FILED: 2/8/17 TAC DATE: 2/8/17 HEARING DATE: 2/13/17 CASE NUMBER _____
 RES [] NON-RES [] COMBO RELATED ZONING OR PUD #: GZ-243 BUILDING PERMIT APPLICATION NUMBER _____
 NEIGHBORHOOD ASSOCIATIONS: _____

SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: 1102 E. 161st Street TRACT SIZE: 141.46+/-
 LEGAL DESCRIPTION: SEE ATTACHED

PRESENT USE: URC PRESENT ZONING RB S-T-R 2672

INFORMATION ABOUT YOUR PROPOSAL

PROPOSED NEW ZONING: --- DEV. AREAS AFFECTED BY PUD AMENDMENT: --- PUD PROPOSAL ATTACHED [] Y [X] N
 PROPOSED USE: ROS NATURE OF PUD AMENDMENT: N/A

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME <u>Edward Hayden Rucker Trust I</u>	NAME <u>Same</u>
ADDRESS <u>7929 S. Hudson Ave</u>	ADDRESS _____
CITY, ST, ZIP <u>Tulsa, OK 74136</u>	CITY, ST, ZIP _____
DAYTIME PHONE <u>918 691 3532</u>	DAYTIME PHONE _____
EMAIL <u>erucker56@aol.com</u>	EMAIL _____
FAX _____	FAX _____
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.	
SIGNATURE & DATE: <u>Edward Hayden Rucker 2-8-17</u>	

DOES OWNER CONSENT TO THIS APPLICATION [] Y [] N. WHAT IS APPLICANT'S RELATIONSHIP TO OWNER? _____

APPLICATION FEES			
BASE APPLICATION FEE	\$		<u>100⁰⁰</u>
ADDITIONAL FEE	\$	APPLICATION SUBTOTAL	\$
NEWSPAPER PUBLICATION		BILLED LATER	
SIGNS	\$50.00 X =	\$	
300' PROPERTY OWNERS MAILING & POSTAGE	1.00 + \$ =	\$	
RECEIPT NUMBER:		TOTAL AMOUNT DUE	\$ <u>100⁰⁰</u>

APPLICATION FEES IN WHOLE OR PART WILL NOT BE REFUNDED AFTER NOTIFICATION HAS BEEN GIVEN.

DISPOSITION

PC REC.	COUNCIL ACTION
	DATE/VOTE
DATE/VOTE	ORDINANCE NO.
PLAT NAME	PLAT WAIVER [] Y [] N

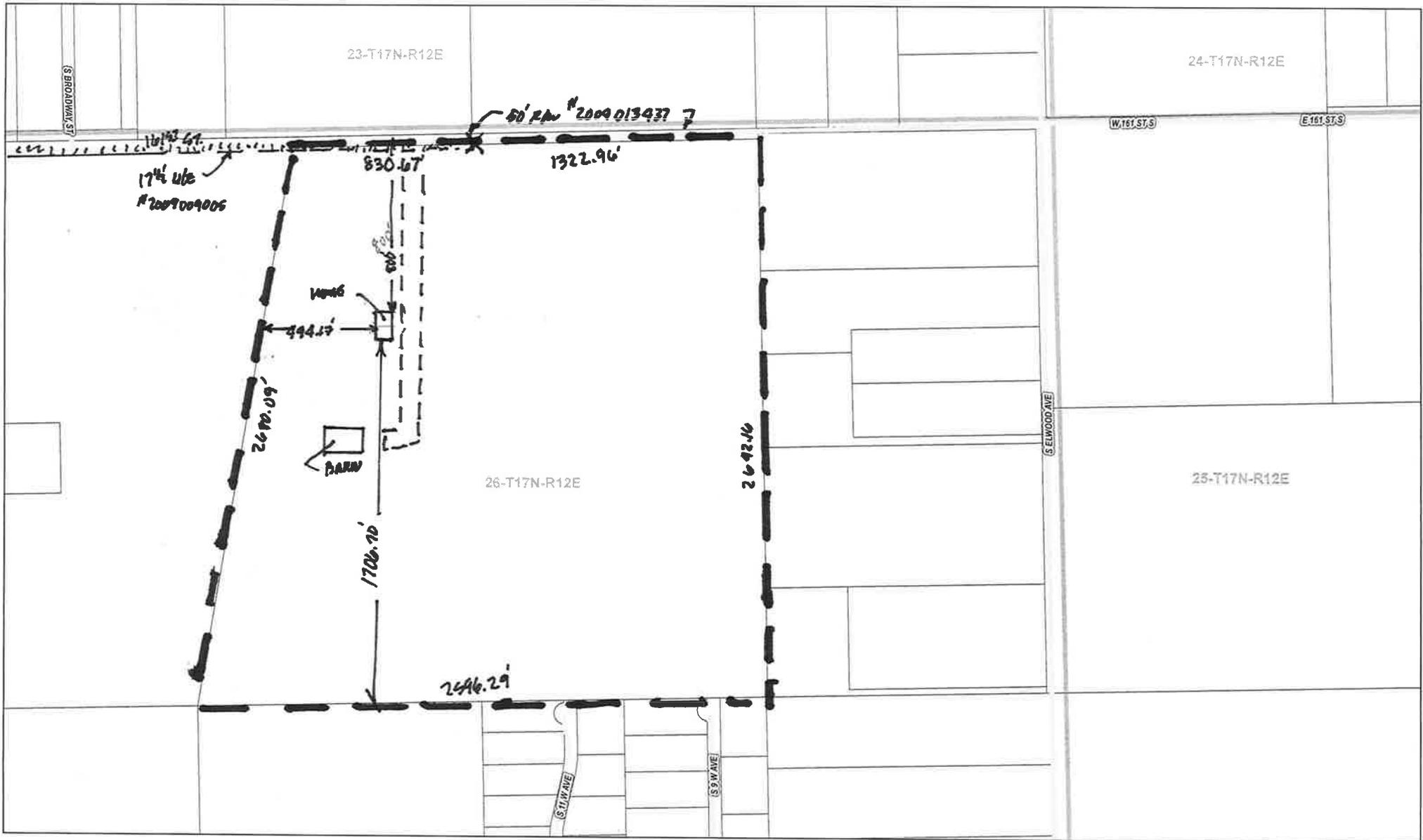
Exhibit "A"

141 Acre Tract Rezoning Description

Description

A TRACT OF LAND THAT IS THE WEST HALF OF THE NORTHEAST QUARTER (W/2 NE/4) AND A 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 NW/4; THENCE N 89° 57' 58" E ALONG THE NORTHERLY LINE OF SAID NW/4 FOR 1815.07 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING N 89° 57' 58" E ALONG SAID NORTHERLY LINE FOR 830.67 FEET TO THE NORTHWEST CORNER OF SAID W/2 NE/4; THENCE N 89° 57' 43" E ALONG THE NORTHERLY LINE OF SAID W/2 NE/4 FOR 1322.96 FEET TO THE NORTHEAST CORNER OF SAID W/2 NE/4; THENCE S 00° 02' 21" W ALONG THE EASTERLY LINE OF SAID W/2 NE/4 FOR 2642.16 FEET TO THE SOUTHEAST CORNER OF SAID W/2 NE/4; THENCE S 89° 57' 06" W ALONG THE SOUTHERLY LINE OF SAID W/2 NE/4 AND ALONG THE SOUTHERLY LINE OF SAID NW/4 FOR 2596.29 FEET; THENCE N 09° 32' 46" E FOR 2680.09 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT THE NORTH 50 FEET OF THE ABOVE DESCRIBED TRACT FOR STREET RIGHT-OF-WAY; SAID TRACT CONTAINING 141.56 ACRES.



S

2,596.29'

1706.78'

EXIST. BARN

560' +/-

494.17'

house

800'

existing drive

2679.91' W

1,322.96'

830.67'

1102 E 161st St.

144 Acres

GLENPOOL, OK

161 ST South

Hwy 75
1/2 mile
West

N 2,153.63'

W

2,641.97'

**ROADWAY RIGHT-OF-WAY
DEED OF DEDICATION
CORRECTED DEED**

That the undersigned, South 75 Business Park, LLC & Rex Robertson, an individual, (Grantor), the owner and legal and equitable title of the following described real estate, for and in consideration of the sum of TEN AND NO/100.00 DOLLARS, and other good and valuable considerations, the receipt of which is acknowledged, does herein dedicate to the public for road purposes here grant a right-of way through, over, under and across the following described property:

A tract of land in the Northwest Quarter (NW/4) of Section 26, Township 17 North, Range 12 East of the Indian Base and Meridian, Tulsa County, Oklahoma, more particularly described as follows:

The north fifty feet (50.00') of the Northwest Quarter (NW/4) and the West Half of the Northeast Quarter (NE/4) of Section 26, Township 17 North, Range 12 East of the Indian Base and Meridian, Tulsa County, Oklahoma.

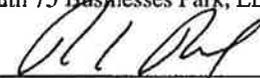
For the several purposes of surveying, constructing, maintaining, operating, repairing, replacing, and/or removing any and all roadways, public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable communication lines, together with all fittings, including pavement, poles, wires, conduit, pipes, valves, meters and equipment and equipment for each of such facilities and any other appurtenances thereto, with rights of ingress and egress to and upon this right-of-way for the uses and purposes aforesaid, provided however, the grantor hereby reserves the right to survey.

The public and franchise utility providers are hereby given granted the exclusive position of said above described premises for the purpose aforesaid and Grantor, for itself and its heirs, administrators, successors and assigns, covenants and agrees that no building, structure, fence wall or other above ground obstructions will be placed, erected, installed, or permitted upon the above described land; and further covenants and agrees that in the event the terms of this paragraph are violated by the grantor or other persons in privity with it, such violation will promptly corrected and eliminated immediately upon receipt of notice from the City or franchisee , or city or franchisee shall have right to remove or otherwise eliminate such violation, and Grantor, its heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

TO HAVE AND TO HOLD such easement unto to the Public, its successors or assigns as aforesaid.

Dated this 17 day of February, 2009

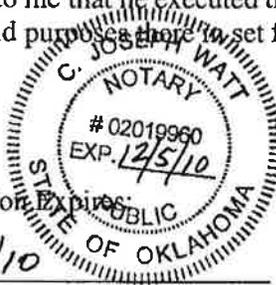
By: 
South 75 Business Park, LLC

By: 
Rex Robertson

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersign, a Notary Public, in and for said County and State on this the 17 day of February, 2009, personally appeared

Rex Robertson Known to be the identical person who subscribed the name of the maker thereof to the foregoing as its OWNERS and acknowledge to me that he executed the same as his free will and voluntary act and deed for the uses and purposes ~~there~~ to set forth.



Joseph Watt
Notary Public

My Commission Expires: 12/5/10

ACCEPTED BY CITY COUNCIL: City of Glenpool, Oklahoma
A municipal Corporation

Date: 2-17-09

by: J. Shayne Buchanan
Name: J. Shayne Buchanan
Title: Mayor

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

2009 The foregoing instrument was acknowledged before me on the 17th day of February, 2009 Year, by J. Shayne Buchanan, in his capacity as Mayor on behalf of the City of Glenpool, Oklahoma, as his free and voluntary act on behalf of the City of Glenpool.



Susan M. White
Notary Public

My Commission Expires July 27, 2010
Commission No. 06007302



GENERAL UTILITY EASEMENT

W

KNOWN ALL MEN BY THESE PRESENTS:

That the undersigned, South 75 Business Park, LLC, (Grantor), the owner of the legal and equitable title of the following described real estate, fore and in consideration of the sum of TEN AND NO/100.00 DOLLARS, and other good and valuable considerations, the receipt of which is acknowledged, does hereby grant and convey to the Public, an easement through, over and under and across the following described property:

A tract of land in the Northwest Quarter (NW/4) of Section 26, Township 17 North, Range 12 East of the Indian Base and Meridian, Tulsa County, Oklahoma, more particularly described as follows:

The south Seventeen and one-half feet (17.50') of the north Sixty-Five and on-half feet (67.50') of the Northwest Quarter (NW/4) and the West Half of the Northeast Quarter (NE/4) of Section 26, Township 17 North, Range 12 East of the Indian Base and Meridian, Tulsa County, Oklahoma.

For the purpose of permitting public utility services thereon, through, over, across said property, together with all necessary and convenient appurtenances thereto; and to use and maintain the same and of affording the service providers officers, agents, employees, and/or all persons under contract with it, the right to enter said premises and strip of land for the purpose of surveying, excavating for, operating, repairing, and maintaining of such construction.

The public and franchise utility providers are hereby given granted the exclusive position of said above described premises for the purpose aforesaid and Grantor, for itself and its heirs, administrators, successors and assigns, covenants and agrees that no building, structure, fence wall or other above ground obstructions will be placed, erected, installed, or permitted upon the above described land; and further covenants and agrees that in the event the terms of this paragraph are violated by the grantor or other persons in privity with it, such violation will promptly corrected and eliminated immediately upon receipt of notice from the City or franchisee, or city or franchisee shall have right to remove or otherwise eliminate such violation, and Grantor, its heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

TO HAVE AND TO HOLD such easement unto to the Public, its successors or assigns as aforesaid.

Dated this 26th day of January, 200⁹

By: 

Name: Rex F. Robertson, Manager

✓ CITY OF GLENPOOL, PO BOX 70, 74033

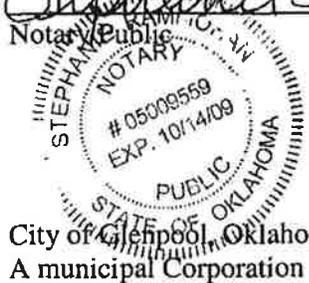
STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersign, a Notary Public, in and for said County and State on this the 26 day of January, 2005, personally appeared

Rex Robertson Known to be the identical person who subscribed the name of the maker thereof to the foregoing as its Manager and acknowledge to me that he executed the same as his free will and voluntary act and deed for the uses and purposes there in set forth.

Stephanie Pennington
Notary Public

My Commission Expires:
10-14-09



ACCEPTED BY CITY COUNCIL:

City of Jenopool, Oklahoma
A municipal Corporation

Date: Feb 2, 2009

by: J. S. Buchanan
Name: J. Shayne Buchanan
Title: Mayor

ATTEST:
[Signature]
City Clerk

APPROVED AS TO FORM:
[Signature]
City Attorney



To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL
From: Julie Casteen, Finance Director
Date: February 15, 2017
Subject: Approval of Police Vehicle Lease Purchase Agreement

Background:

With the hiring of five new police officers in the last few months, there is a need to increase the Police Department fleet by five vehicles. The vehicles are to be purchased through the Public Safety Capital Fund, established through Move Glenpool Forward Proposition 2 (0.26% sales tax). Chief Dennis Waller obtained quotes for five new police-equipped Ford Utility Interceptors to be purchased off the State of Oklahoma Contract from Bob Hurley Ford at a total cost of \$203,339.

Financing proposals were solicited from several financial institutions. The most favorable terms were quoted by Oklahoma State Bank in Vinita. The recommended lease term is 4 years at a 1.98% fixed interest rate, with a \$200.00 loan document fee and monthly payments of \$4,413.76. A summary of the financing quotes is attached for your review.

Staff Recommendation

Staff recommends the following Council action:

- Approval of Resolution No. 02-17-02 authorizing the purchase of five police vehicles through a 48-month lease-purchase agreement with Oklahoma State Bank in the amount of \$203,539 with a fixed interest rate of 1.98%.

Attachment

1. Memo from Chief Waller
2. Vehicle Quote from Bob Hurley
3. Financing proposals
4. Proforma Equipment Lease-Purchase Agreement with Oklahoma State Bank
5. Resolution No. 02-17-02



DENNIS WALLER
Chief of Police

GLENPOOL POLICE DEPARTMENT

P.O. BOX 70 / 14536 S. ELWOOD AVENUE
GLENPOOL, OK 74033
(918) 322-8110 MAIN
(918) 322-3011 FAX



BART HARRIS
Assistant Chief of Police

To: Julie Casteen, Finance Director

From: Dennis Waller, Chief of Police

Date: January 17, 2017

Re: 5 New Ford SUV's

Julie, I have contacted Bob Hurley Ford, Ok. City Fleet Division and asked for price quotes on 5 new Ford SUV's similar to the last 5 we purchased, these new ones have a different engine so the cost is a little more also 2 of the units are going to be unmarked therefore the lighting requirements are a little different. Bob Hurley Ford has contacted the outfitter SMILES public safety outfitters and obtained the price for the equipment needed on all 5 SUV's. Attached is the quote there will be (3) units at \$41,391.00 and (2) units at \$39,583.00 for a total of \$203,339.00. If you have any questions you can contact Kenny Davis at Bob Hurley Ford, Ok City 1-405-787-3111 these prices are for the SUV's and outfitted with the equipment to make them ready for Police use.

Thanks for all your help,

Dennis Waller

Chief of Police

Glenpool, Ok.



copcars@bobhurleyford.com



Government Sales

405-239-2700

877-239-2707

fax: 405-239-2705

January 17, 2017

Chief Dennis Waller
Glenpool Police Department

Here's your pricing information requested for the 2017 Ford Utility Interceptors. It includes additional items not ordered last year that we discussed. Included are all factory standard & State Contract features, plus or minus the options. Items with an asterisk are priced at MSRP less 5% per SW035 Contract.

Base Price:	\$27,995.00	
Deduct Carpet	<73.00>	*Carpet to Remain in Slick Tops
Vinyl Rear Seat	<40.00>	
Deduct Tremco	<75.00>	
EcoBoost Engine	3,002.00	
*Headlight Prep	119.00	
*Tail Light Prep	57.00	
*SYNC Basic	280.00	
*Remote Keyless Entry	247.00	
*Noise Suppression Straps	95.00	
*Dark Car	19.00	
*Grill Lamp / Siren Pre-Wire	48.00	

Patrol Vehicle Total: \$31,674.00 *Slick Tops, each: \$31,747.00

Slick Top Equipment Package from S.M.I.L.E.S.: \$7,909.00
Patrol Car Equipment Package from S.M.I.L.E.S.: \$9,644.00

Slick Tops less partition and graphics. Both configurations have 833 Raptor Dual K Radar instead of Decatur.

Grand Totals: Slick Top Each: \$39,583.00

Light Bar Cars Each: \$41,391.00

Let me know if you require additional info -

Kenny Davis
Government Sales Manager
Bob Hurley Ford

Category #25101702

Item # 1000009398
 Police Pursuit Vehicle
 SUV

Dealer Name: BOB HURLEY FORD LLC

Make Bidding: FORD

Model Bidding: UTILITY INTERCEPTOR

Model Code: K8A

Engine	Minimum Req.	Enter Vehicle Specification and Manufacturer Option Codes
Engine Type (Cylinder/Liter)	Mfg Std - 3.7L / V6 Ti-VCT FFV	99R 3.7L V6 / 304 HP
Alternate Fuel Engine	List if Available	E85
Transmission		
Automatic	4 Speed Auto Trans.	6 Speed Auto
Oil Cooler	Trans Oil Cooler if Available	Yes Includes AWD Power Transfer Unit
Drive Axle		
Primary Drive Axle	All Wheel Drive	All Wheel Drive
Differential Type/Ratio	Regular/ Mfg Std. Ratio List	3.65
Electrical		
Alternator/Min (amps)	List Specs	220 Amps
Fuel		
Fuel Capacity min Liters(Gals)	Std. Tanks List Size	18.6 Gallon
Exterior		
Paint	One Color Per Agencies Specs	Yes
Spot Light	Driver Side, OEM LED	Yes 51R
Running Boards	Running Boards - OEM Installed	N/A
Doors & Windows		
Doors	4 Doors/2 Keys	Yes
Door Locks	Power Doors w/ Override	Yes
Windows	Power Windows W/ Lock Out	Yes
Defogger	Rear Window Defogger	Yes
Tinted Windows	Deep Tinted Glass	Yes 2nd, 3rd ROW & LIFTGATE
Mirrors	Heated Mirrors	Yes
Floor		
Floor Covering	Carpet with mats	Yes
Interior		
Air Conditioning	Front & Rear AC & Heat	Yes 17A
Radio	AM/FM	Yes AM/FM/CD
Tilt & Cruise	Tilt Wheel & Cruise Control	Yes
Alarm	Anti Theft Switch under Mat - Tremco	Yes TRM
Lights	Disable Daytime Running Lights	Standard
Light	Aux Dome Light	Yes RED / WHITE
Seats		
Seating Capacity min.	5 Pass.	Yes
Front Seat	Power Cloth Bucket Seats	Yes
Rear Seat	Cloth	Yes
Safety		
Brakes	Power Antilock/Disc	Yes
Restraint System All Pass	Seat Belts All Passengers	Yes
Air Bags	Air Bags Both Sides	Yes
Suspension		
Suspension/Shocks	Mfg. Std. List Axles and Springs	Front: MacPherson Strut w/ Coil Springs Rear: Multi-Link w/ Coil Springs
Tires & Wheels		
Tires & Wheels	OEM Std. Speed Rated List Size	P245/55R18
Factory Spare	Full Size Match Vehicle	Yes
Warranty		
Bumper to Bumper Warranty	State Warranty	3 yr / 36,000 mile
Drive Train Warranty	State Warranty	5 yr / 100,000 mile
Performance		
Top Speed 120 MPH	List Top Speed	131 MPH
PURCHASE PRICE:		\$27,995
3YR LEASE PRICE		\$830
4YR LEASE PRICE		\$634
5YR LEASE PRICE		\$517
MSRP FOR BASE PRICE:		\$33,705

Category #25101702
 Item # 1000009398
 Police Pursuit Vehicle
 SUV

Dealer Name: BOB HURLEY FORD LLC

Make Bidding: FORD

Model Bidding: UTILITY INTERCEPTOR

Model Code: K8A

Engine		Enter Optional Equipment Description and Manufacturer Option Codes	Purchase Price	3YR LEASE PRICE	4YR LEASE PRICE	5YR LEASE PRICE
Engine	3.5L / V6 EcoBoost All Wheel Drive	99T EcoBoost - INCL DEFLECTOR PLATE	\$3,002	\$89	\$68	\$55
Remote Start	Add Remote Start with Keyless Entry	NAA	\$335	\$10	\$8	\$6
Batteries	Dual Batteries - Manufacturer Installed	N/A	\$0	\$0	\$0	\$0
Alternator	High Output Alternator - Manufacturer Installed - List Specifications	STANDARD 220 AMPS	\$0	\$0	\$0	\$0
Drive Axle						
Differential Type/Ratio	Limited Slip/Locking List Ratio	N/A	\$0	\$0	\$0	\$0
Ratio	Optional Rear Ratio	N/A	\$0	\$0	\$0	\$0
Primary Drive Axle	4 Wheel Drive	ALL WHEEL DRIVE STANDARD	\$0	\$0	\$0	\$0
Skid Plates	List Covered Areas	76D DEFLECTOR PLATE - Oil Pan & PTU	\$309	\$9	\$7	\$6
Exterior						
Paint	Two Color Paint	DBS	\$895	\$27	\$20	\$17
Spot Light	Delete Driver Side, OEM LED	<51R>	-\$320	-\$9	-\$7	-\$6
Spot Light	Passenger Side, OEM LED	51S REQUIRES DRIVER SPOTLIGHT	\$201	\$6	\$5	\$4
Undercover Car	Street Appearance Pkg	16D BADGE DELETE	\$0	\$0	\$0	\$0
Door Moldings	Front Door Mldgs	N/A	\$0	\$0	\$0	\$0
Running Boards	Delete Running Boards - Manufacturer Installed	STANDARD	\$0	\$0	\$0	\$0
Doors & Windows						
Door Locks	Rear Door inoperative	68L	\$30	\$1	\$1	\$1
Windows	Rear Door inoperative	18W	\$30	\$1	\$1	\$1
Keys	Additional Door Keys - Set of 2	DLR	\$10	\$0	\$0	\$0
Remotes	Additional Remotes - Set of 2	NAA REMOTES FOR ALARM / REMOTE START	\$79	\$2	\$2	\$1
Tinted Windows	Delete Deep Tinted Glass	92G DELETES FACTORY DEEP TINT	\$0	\$0	\$0	\$0
Ballistic Door Panels	List Specifications	90D DOOR PANELS - EACH LEVEL IIIA	\$1,450	\$43	\$33	\$27
Floor						
Floor Covering	Delete Carpet with Floor Mats	<16C>	-\$73	-\$2	-\$2	-\$1
Interior						
Radio	AM/FM CD	STANDARD	\$0	\$0	\$0	\$0
Wiring	5 Circuit 12 Volt Power Supply to Interior of Vehicle/See Notes	SMI	\$87	\$3	\$2	\$2
Wiring	Speaker, Grill & Aux Speaker Wiring/List Available Wiring	60A PRE-WIRE FOR GRILL LAMP, SIREN, SPEAKER	\$49	\$1	\$1	\$1
Alarm	Burglar Alarm with 2 LCD Remotes/High Output Siren	NAA	\$245	\$7	\$6	\$5
Alarm	Delete Anti Theft Switch under Mat	<TRM>	-\$75	-\$2	-\$2	-\$1
Lights	Delete Disable Daytime Running Lights	STANDARD	\$0	\$0	\$0	\$0
Light	Delete Aux Dome Light	N/A	\$0	\$0	\$0	\$0
Other	Additional Power Point	TWO (2) STANDARD	\$0	\$0	\$0	\$0
Mirror	Interior Mirror with Compass	NAA	\$250	\$7	\$6	\$5
Rear AC	Delete Rear AC & Heat	<17A>	-\$532	-\$16	-\$12	-\$10
Seats						
Seat	Delete Power Seat/Driver	NA	\$0	\$0	\$0	\$0
Seat	Vinyl Seats	RW FRONT CLOTH / REAR VINYL	-\$40	-\$1	-\$1	-\$1
Safety						
Air Bags	Side Curtain Air Bags	STANDARD	\$0	\$0	\$0	\$0
Delivery						
Delivery Cost	Price to Deliver Truck more than 150 miles		\$100	\$3	\$2	\$2
Other						
Service Manual	Factory Service Manual - EA	HLM DVD/CD	\$205	\$6	\$5	\$4
Options Not Listed	Discount off MSRP for options not listed	5%				

Rates Quotes - (5) Police Cars

2/6/2017

Vehicle/Equipment Cost (with \$200 loan doc fee) \$ 203,539

Financial Institution	Rate	Monthly Payment (4 years)	Total Annual Payment	Total Lease Payments
Oklahoma State Bank	1.98%	\$ 4,413.76	\$ 52,965.12	\$ 211,860.48
Community Partners	3.30%	\$ 4,528.00	\$ 54,336.00	\$ 217,344.00
Government Capital	3.43%	\$ 4,552.49	\$ 54,629.88	\$ 218,519.52

EQUIPMENT LEASE-PURCHASE AGREEMENT

By and between

**Oklahoma State Bank
as Lessor**

and

**City of Glenpool
as Lessee**

Dated as of February 21, 2017

EQUIPMENT LEASE-PURCHASE AGREEMENT

This EQUIPMENT LEASE-PURCHASE AGREEMENT (the "Agreement"), dated as of February 21, 2017 and entered into between Oklahoma State Bank, 120 W Canadian Ave., PO Box 278, Vinita, OK, 74301 ("Lessor") and City of Glenpool, 12205 S Yukon Ave, Glenpool, OK, 74033 ("Lessee"), a political subdivision duly organized and existing under the laws of the State of Oklahoma ("State").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter described in Exhibit "A", to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State of Oklahoma to enter into this Agreement for the purposes set forth herein:

NOW, THEREFORE, in considerations of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

ARTICLE I. Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise.

"Agreement" means this Equipment Lease-Purchase Agreement and any schedule or exhibit made a part hereof by the parties hereto, together with any amendments to the Agreement made pursuant to Section 13.03 and 13.06.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commences, which date shall be the date first above written.

"Equipment" means the property described in Exhibit "A", Equipment Description, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 5.04 or Article VIII.

"Event of Default" means any event of default described in Section 12.01.

"Issuance Year" means the calendar year in which this Agreement was entered into by Lessee and Lessor.

"Lease Term" means the Original Term and all Renewal Terms.

"Lessee" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Lessor" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Original Term" means the period from the Commencement Date until the end of the budget year of Lessee in effect on the Commencement Date.

"Purchase Price" means the amount designated as such on Exhibit B hereto, together with all other amounts then due hereunder, that Lessee may, in its discretion, pay to Lessor to purchase the Equipment.

"Renewal Terms" means the renewal terms of this Agreement, each having a duration of one year and a term coextensive with Lessee's budget year.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.01.

"Rental Payment Date" means the date upon which any Rental Payment is due and payable as provided in Exhibit B.

"State" means the State of Oklahoma.

"Vendors" means the manufacturer of the Equipment as well as agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE II. Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor as follows:

- (a) Lessee is a political subdivision of the State duly organized and existing under the Constitution and laws of the State with full power and authority to enter into this Agreement, as specified in Oklahoma Statutes, and the transactions contemplated hereby and to perform all of its obligations hereunder.
- (b) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.
- (c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (d) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year, and to meet its other obligations for the current budget year, and such funds have not been expended for other purposes.

- (e) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a public body corporate and politic.
- (f) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
- (g) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. The Equipment will have a useful life in the hands of Lessee in excess of the Original Term and all Renewal Terms.
- (h) Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing budget year and other such financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor. Should Lessor assign this Agreement, Lessee will provide updated certificates regarding the use of the Equipment and Lessee's compliance with the terms hereof.
- (i) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income taxation.
- (j) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which the Agreement has been entered into. No part of the proceeds of the Agreement shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Agreement to become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.
- (k) Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers; the Agreement is not a private activity bond as defined in Section 141 of the Code; 95% or more of the net proceeds of the Agreement will be used for local governmental activities of Lessee; and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued or to be issued by Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of tax-exempt bonds (including the Agreement but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally-recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest components of Rental Payments on the agreement from gross income for federal tax purposes will not be adversely affected.

Section 2.02. Certification as to Arbitrage. Lessee hereby represents as follows:

- (a) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year of the Commencement Date.
- (b) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.
- (c) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.
- (d) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

ARTICLE III. Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment in accordance with this Agreement for the Lease Term. This Agreement shall be in effect and shall commence as of the Commencement Date. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the maximum Lease Term set forth in Exhibit B hereto. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term if Lessee budgets and appropriates or otherwise makes legally available funds to pay Rental Payments for such Renewal Term, unless Lessee shall have terminated this Agreement pursuant to Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided on Exhibit B hereto.

Section 3.02. Continuation of Lease Term. It is the intent of Lessee to continue the Lease Term through the Original Term and all Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that

legally available funds in an amount sufficient to make all Rental Payments during the entire Lease Term can be obtained. Lessee and lessor acknowledge that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform and this Agreement does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the Lease Term. Lessee will use funds appropriated for this Agreement for no other purpose than to pay the Rental Payments and other amounts due hereunder.

Section 3.03. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current budget year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment, at Lessee's sole expense, to Lessor at the location(s) to be specified by Lessor.

ARTICLE IV. Section 4.01. Rental Payments. Lessee shall promptly pay Rental Payments to Lessor, exclusively from legally available funds, in lawful money of the United States of America, without notice or demand, in such amounts and on or before the applicable Rental Payment Dates set forth on Exhibit B hereto, at the address set forth on the first page hereof or such other address as Lessor or its assigns may from time to time request in writing. Lessee shall pay Lessor interest on any Rental Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum amount permitted by law, whichever is less, from such date. Any Rental Payment not paid within 30 days of the due date thereof shall be subject to a late payment charge equal to two percent (2%) of the amount of the past due Rental Payment, but in no event less than Ten Dollars (\$10.00). A portion of each Rental Payment is paid as and represents payment of, interest, as set forth on Exhibit B hereto.

Section 4.02. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement governing the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.03. RENTAL PAYMENTS TO BE UNCONDITIONAL. EXCEPT AS PROVIDED IN SECTION 3.03, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

ARTICLE V. Section 5.01. Delivery, Installation and Acceptance of the Equipment. Lessee shall order the Equipment and cause the Equipment to be delivered and installed at the location specified on Exhibit A. When the Equipment has been delivered and installed, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor.

Section 5.02. Enjoyment of Equipment. Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 5.03. Location; Inspection. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of

Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. Upon the request of Lessor, Lessee will enter into a maintenance contract for the Equipment with one or more Vendors.

ARTICLE VI. Section 6.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's rights under this Agreement. title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to Section 10.01 or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Upon termination of this Lease in accordance with Articles 3 and 12 hereof, at the election of Lessor and upon Lessor's written notice to Lessee, full and unencumbered legal title and ownership of the Equipment shall pass to Lessor, Lessee shall have no further interest therein, and Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in the Equipment.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement, Lessee hereby grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto, substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest and the security interest of any assignee of Lessor in the Equipment.

Section 6.03. Personal Property. The Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII. Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of the Equipment by Lessee is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee shall pay such taxes or charges as the same may become due.

Section 7.02. Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained in the amounts and for the coverage set forth in Exhibit G. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. All such insurance shall be with insurers that are acceptable to Lessor, shall name Lessee and Lessor as insureds and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear. With written consent of Lessor, Lessee may satisfy the insurance requirements of this Section 7.02 by self-insurance.

Section 7.03. Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof and maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII. Section 8.01. Damage, Destruction and Condemnation. If (a) the equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 10.01. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of this Article, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to Section 10.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX. Section 9.01. DISCLAIMER OF WARRANTIES. Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee and that Lessor is neither a manufacturer nor a vendor of such Equipment. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE OF THE EQUIPMENT OR ANY MANUFACTURER'S OR VENDOR'S WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN THIS AGREEMENT.

Section 9.02. Vendors' Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendors. Lessee's representation shall be against the Vendors of the Equipment and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by the Vendors of the Equipment.

ARTICLE X. Section 10.01. Purchase Option. Lessee shall have the option to purchase Lessor's interest in the Equipment, upon giving written notice to Lessor at least 60 days before the date of purchase except the final Rental Payment Date, at the following times and upon the following terms.

- (a) On the Rental Payment Dates specified in Exhibit B, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor; or
- (b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option pursuant to Article VIII, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor.

ARTICLE XI. Section 11.01. Assignment by Lessor. Lessor's right, title and interest in, to and under this Agreement and the Equipment may be assigned and reassigned only in whole but not in part without the necessity of obtaining the consent of Lessee. Any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name and address of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee currently designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement.

Lessee shall not have the right to and shall not assert against any assignee or any claim, counterclaim or other right Lessee may have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment shall be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

ARTICLE XII. Section 12.01. Events of Default Defined. Subject to the provisions of Section 3.03, any of the following events shall constitute an "Event of Default" under this Agreement:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;
- (b) Failure by Lessee to maintain required insurance coverage or to observe and perform any other covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statements, representations or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of this Agreement shall be at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) With or without terminating this Agreement, may declare all Rental Payments due or to become due during the Original or Renewal Term in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable; and
- (b) With or without termination of this Agreement, Lessor may enter the premises where the Equipment is located and disable the Equipment to prevent further use thereof by Lessee. In addition or alternatively, Lessor may take possession of any of all of the Equipment by giving written notice to deliver the Equipment in the manner provided in Section 12.03; in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due with respect thereto during the Fiscal Year then in effect.
- (c) If Lessor terminates this Agreement and, in its discretion, takes possession and disposes of the Equipment or any portion thereof, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorney's fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the balance

of any Rental Payments owed by Lessee during the Original or Renewal Term then in effect; any disposition proceeds remaining after the requirements of the clauses (i), (ii), (iii), (iv), and (v) have been met shall be paid to Lessee; (v) the applicable Purchase Price of the Equipment and

(d) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment, and Lessee shall pay the reasonable attorney's fees and expenses incurred by Lessor in enforcing any remedy hereunder.

Section 12.03. Return of Equipment; Release of Lessee's Interest. Upon termination of this Agreement hereunder prior to the payment of all Rental Payments or the applicable Purchase Price in accordance with Exhibit B: (i) Lessor may enter upon Lessee's premises where the Equipment is kept and disable the Equipment to prevent its further use by Lessee and (ii) Lessee shall promptly, but in any event within ten (10) days after such termination, at its own cost and expense: (a) perform any testing and repairs required to place the Equipment in the condition required by Section 5.04; (b) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (c) deliver the Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to deliver the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession.

Section 12.04. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it shall not be necessary to give any notice other than such notice as may be required in this Agreement.

Section 12.05. Force Majeure. If by any reason of **Force Majeure** Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV and Section 7.02 hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "Force Majeure" as used herein shall mean, without limitation, the following: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies, orders or restraints of any kind of government of the United States of America or the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

ARTICLE XIII. Section 13.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Release and Indemnification. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including without limitation counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into of this Agreement, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage, or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 13.03. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. No waiver, consent, amendment, modification or change of terms of this Agreement shall bind either party unless in writing, signed by both parties, and then such

waiver, consent, amendment, modification or change shall be effective only in the specific instance and for the specific purpose given.

Section 13.04. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.05. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.06. Amendments, Changes and Modifications. This Agreement may be amended by Lessor and Lessee.

Section 13.07. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.08. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.09. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers, and Lessee has caused this Agreement to be executed in its corporate name and attested by its duly authorized officers as of the date written above.

LESSOR

LESSEE

Oklahoma State Bank

City of Glenpool

By: _____

By: _____

Print Name: Charlie Enyart

Print Name: Roger Kolman

Title: Loan Officer

Title: City Manager

(SEAL)

(SEAL)

ATTEST:

ATTEST:

By: _____

By: _____

Print Name: Patti Goins

Print Name: Susan White

Title: _____

Title: City Clerk

EXHIBIT A TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated February 21, 2017 Between Oklahoma State Bank as Lessor and City of Glenpool as Lessee.

DESCRIPTION OF EQUIPMENT

The following Equipment description is the subject of the attached Equipment Lease-Purchase Agreement.

<u>Qty.</u>	<u>Description</u>
5	Police Vehicles VINs to be given later

Together with all accessions, additions and attachments thereto.

The Equipment is located at: Police Dept.

Lessee hereby certifies that the description of the Equipment set forth above constitutes an accurate description of the "Equipment", as defined in the attached Equipment Lease-Purchase Agreement.

STATEMENT OF ESSENTIAL USE

Please state below, or on the letterhead stationary of City of Glenpool, a brief statement about why the equipment listed in Exhibit "A" has been acquired. This statement should address the following questions:

1. What is the essential function(s) to be performed by the equipment? How long do you expect it will be used?
2. Does it replace equipment that performed this (these) same function(s)? If so, how many years was the previous equipment in use?
3. Was this equipment chosen through competitive bidding, or by another method?
4. Which internal fund will be used to make the lease payments?

In answer to the above, the following is submitted:

The proceeds will be used to finance the purchase of Police equipment for the sole purpose of fulfilling essential public safety functions. The equipment is expected to remain in service for a minimum of five years. This equipment is replacing equipment which serves the same function and has been in service for approximately seven years. The equipment was selected from Oklahoma Statewide Contract SW035 provided by the Oklahoma Department of Central Services, which builds its list through competitive bidding. Lease payments will be funded by a sales tax dedicated for the purchase of public safety equipment and is to be paid from the Public Safety Capital Fund.

City of Glenpool

By: _____
Roger Kolman

Title: City Manager

EXHIBIT B TO EQUIPMENT LEASE-PURCHASE AGREEMENT
Dated February 21, 2017 Between Oklahoma State Bank as Lessor and City of Glenpool as Lessee.
RENTAL PAYMENT SCHEDULE

AMORTIZATION SCHEDULE

	Date	Payment	Interest	Principal	Balance
Loan	02/21/2017				203,539.00
1	03/21/2017	4,413.76	309.16	4,104.60	199,434.40
2	04/21/2017	4,413.76	335.38	4,078.38	195,356.02
3	05/21/2017	4,413.76	317.92	4,095.84	191,260.18
4	06/21/2017	4,413.76	321.63	4,092.13	187,168.05
5	07/21/2017	4,413.76	304.60	4,109.16	183,058.89
6	08/21/2017	4,413.76	307.84	4,105.92	178,952.97
7	09/21/2017	4,413.76	300.94	4,112.82	174,840.15
8	10/21/2017	4,413.76	284.53	4,129.23	170,710.92
9	11/21/2017	4,413.76	287.07	4,126.69	166,584.23
10	12/21/2017	4,413.76	271.10	4,142.66	162,441.57
2017 Totals		44,137.60	3,040.17	41,097.43	
11	01/15/2018	4,413.76	273.17	4,140.59	158,300.98
12	02/15/2018	4,413.76	266.21	4,147.55	154,153.43
13	03/15/2018	4,413.76	234.14	4,179.62	149,973.81
14	04/15/2018	4,413.76	252.20	4,161.56	145,812.25
15	05/15/2018	4,413.76	237.29	4,176.47	141,635.78
16	06/15/2018	4,413.76	238.18	4,175.58	137,460.20
17	07/15/2018	4,413.76	223.70	4,190.06	133,270.14
18	08/15/2018	4,413.76	224.11	4,189.65	129,080.49
19	09/15/2018	4,413.76	217.07	4,196.69	124,883.80
20	10/15/2018	4,413.76	203.24	4,210.52	120,673.28

21	11/21/2018	4,413.76	202.93	4,210.83	116,462.45
22	12/21/2018	4,413.76	189.53	4,224.23	112,238.22
2018 Totals		52,965.12	2,761.77	50,203.35	
23	01/21/2019	4,413.76	188.74	4,225.02	108,013.20
24	02/21/2019	4,413.76	181.64	4,232.12	103,781.08
25	03/21/2019	4,413.76	157.63	4,256.13	99,524.95
26	04/21/2019	4,413.76	167.37	4,246.39	95,278.56
27	05/21/2019	4,413.76	155.06	4,258.70	91,019.86
28	06/21/2019	4,413.76	153.06	4,260.70	86,759.16
29	07/21/2019	4,413.76	141.19	4,272.57	82,486.59
30	08/21/2019	4,413.76	138.71	4,275.05	78,211.54
31	09/21/2019	4,413.76	131.52	4,282.24	73,929.30
32	10/21/2019	4,413.76	120.31	4,293.45	69,635.85
33	11/21/2019	4,413.76	117.10	4,296.66	65,339.19
34	12/21/2019	4,413.76	106.33	4,307.43	61,031.76
2019 Totals		52,965.12	1,758.66	51,206.46	
35	01/21/2020	4,413.76	102.63	4,311.13	56,720.63
36	02/21/2020	4,413.76	95.38	4,318.38	52,402.25
37	03/21/2020	4,413.76	82.44	4,331.32	48,070.93
38	04/21/2020	4,413.76	80.84	4,332.92	43,738.01
39	05/21/2020	4,413.76	71.18	4,342.58	39,395.43
40	06/21/2020	4,413.76	66.25	4,347.51	35,047.92
41	07/21/2020	4,413.76	57.04	4,356.72	30,691.20
42	08/21/2020	4,413.76	51.61	4,362.15	26,329.05
43	09/21/2020	4,413.76	44.28	4,369.48	21,959.57
44	10/21/2020	4,413.76	35.74	4,378.02	17,581.55

45	11/21/2020	4,413.76	29.57	4,384.19	13,197.36
46	12/21/2020	4,413.76	21.48	4,392.28	8,805.08
2020 Totals		52,965.12	738.44	52,226.68	
47	01/21/2021	4,413.76	14.81	4,398.95	4,406.13
48	02/21/2021	4,413.76	7.63	4,406.13	0.00
2021 Totals		8,827.52	22.44	8,805.08	
Grand Totals		211,860.48	8,321.48	203,539.00	

City of Glenpool

By: _____
Roger Kolman
Title: City Manager

EXHIBIT C TO EQUIPMENT LEASE-PURCHASE AGREEMENT
ACCEPTANCE CERTIFICATE

Oklahoma State Bank
120 W Canadian Ave., PO Box 278
Vinita , OK 74301

Re: Equipment Lease-Purchase Agreement, dated February 21, 2017 (the "Agreement") between Oklahoma State Bank ("Lessor") and City of Glenpool ("Lessee")

Ladies and Gentlemen:

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

- (1) All of the Equipment (as defined in the Agreement) has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the required insurance coverage.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute as Event of Default (as defined in the Agreement) exists at the date hereof.

Acceptance Date: _____

Equipment Description: **5 police vehicles to be identified later**

City of Glenpool

By: _____

Title: _____

EXAMPLE

EXHIBIT D TO EQUIPMENT LEASE-PURCHASE AGREEMENT
OPINION OF COUNSEL
(On Counsel's Letterhead)

Oklahoma State Bank
120 W Canadian Ave., PO Box 278
Vinita , OK 74301

As counsel for the City of Glenpool ("Lessee"), I have examined duly executed originals of the Equipment Lease-Purchase Agreement (the "Agreement") dated February 21 2017, by and between Lessee and Oklahoma State Bank ("Lessor"), the proceedings taken by Lessee to authorize and execute the Agreement together with other related documents, and the Constitution of the State of Oklahoma the ("State") as presently enacted and construed. Based upon said examination and upon such other examination as I have deemed necessary or appropriate, it is my opinion that:

Lessee was duly organized and is validly existing under the Constitution and laws of the State as a political subdivision of the State.

The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorized this transaction and Lessee's Resolution, attached as Exhibit F to the Agreement.

The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.

Lessee has complied with applicable public bidding requirements.

To the best of our knowledge, no litigation is pending or threatened in any court or other tribunal, state or Federal, in any way affecting the validity of the Agreement.

The signatures of the officers of Lessee which appear on the Agreement are true and genuine; we know said officers and know them to hold the offices set forth below their names.

Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and the related regulations and rulings.

The Lessee has, in its Resolution, designated the Agreement as a "qualified tax-exempt obligation" under Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

Signature: _____

Printed Name: _____

Address: _____

Telephone: _____

Date: _____

EXHIBIT E TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated February 21, 2017 Between Oklahoma State Bank as Lessor and City of Glenpool as Lessee.

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the City of Glenpool and I do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the budget year of Lessee is from

_____ to _____

Dated: _____

By: _____

Title: Secretary/Clerk of Lessee

EXHIBIT F TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated February 21, 2017 Between Oklahoma State Bank as Lessor and City of Glenpool as Lessee.

RESOLUTION OF GOVERNING BODY

At a duly called meeting of the governing body of the City of Glenpool (the "Lessee") held on February 21st, 2017, the attached Official Resolution 17-02-02 was introduced and adopted for the acquisition of five Ford Police Interceptor Utility Vehicles (VIN numbers to be added when available).

The undersigned certifies that the attached resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Agreement is the same as presented at said meeting of the governing body of Lessee.

Secretary/Clerk of Lessee

Attachments: Related Board Minutes

EXHIBIT G TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated February 21, 2017 Between Oklahoma State Bank as Lessor and City of Glenpool as Lessee.

INSURANCE REQUIREMENTS

In accordance with the Equipment Lease-Purchase Agreement requirements for insurance coverage, the Lessee has instructed the insurance agent to issue:

- a. All Risk Physical Damage Insurance on the leased Equipment as defined in the Agreement, and in an amount at least equal to the then applicable Purchase Price of the Equipment, evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Lessor “and/or its assigns” Loss Payee.**
- b. Public Liability Insurance evidenced by a Certificate of Insurance naming “Lessor and/or its Assigns” as an Additional Insured and with the following minimum coverage:**

Equipment Description: 5 police vehicles

**\$500,000.00 per person
\$500,000.00 aggregate bodily injury liability
\$300,000.00 property damage liability**

Insurance Agent (provide name, address and telephone number):

Oklahoma Municipal Assurance Group (OMAG)
3650 S Boulevard, Edmond, OK 73013
(405) 657-1400

Proof of insurance coverage or a “Self-Insurance” Letter must be provided to Lessor prior to the time the Equipment is delivered.

.....

EXHIBIT H TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated February 21, 2017 Between Oklahoma State Bank as Lessor and City of Glenpool as Lessee.

CERTIFICATE OF BANK ELIGIBILITY

This Certificate of Bank Eligibility is entered into and executed by the City of Glenpool as Lessee, supplementing and adding to the Equipment Lease-Purchase Agreement (the "Agreement").

Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it and its subordinate entities shall not issue or effect the issuance of, more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the 2016 calendar year and hereby designates the Agreement as a "qualified tax-exempt obligation", as defined by Section 256 (b)(3) of the Internal Revenue Code of 1986, as amended.

Lessee: City of Glenpool

By: _____
Roger Kolman

Title: City Manager

INVOICE INSTRUCTIONS

Please fill in below the address that invoices for the payments should be sent to:

Person/Department: Accounts Payable

Name of Lessee: City of Glenpool

Street/P.O. Box 12205 S Yukon Ave

City, State, Zip Glenpool, OK 74033

Equipment Lease-Purchase Agreement between Oklahoma State Bank as Lessor and City of Glenpool as Lessee dated February 21, 2017

Equipment Description: 5 police vehicles to be identified later

Purchase Order or other information that must be on the invoice:

Name and phone number of person to contact if payment is not received by due date:

Name: Julie Casteen, or successor Finance Director

Phone Number (918) 209- 4628

RESOLUTION NO. 17-02-02 OF THE CITY OF GLENPOOL

RESOLUTION AUTHORIZING THE CITY OF GLENPOOL TO ENTER INTO A CERTAIN VEHICLE LEASE-PURCHASE AGREEMENT BY AND BETWEEN OKLAHOMA STATE BANK AS THE LESSOR AND THE CITY OF GLENPOOL AS THE LESSEE, FOR THE ACQUISITION OF FIVE POLICE VEHICLES FROM BOB HURLEY FORD.

WHEREAS, due to the increase in the Glenpool police department staffing level, a true and real need exists for the acquisition of five police vehicles; and

WHEREAS, On November 15, 2016, the State of Oklahoma approved State Contract SW035, which provides contract pricing for the purchase of light duty trucks from several manufacturers; and

WHEREAS, The City has determined that the 2017 Ford Utility Interceptor best enables the Police Department to perform its lawful and necessary functions for the price of \$203,339 to purchase and equip five vehicles; and

WHEREAS, The City has received proposals from Bob Hurley Ford, an authorized vendor under State of Oklahoma Contract SW035; and

WHEREAS, the City has received proposals from Oklahoma State Bank, Government Capital Corporation and Community Leasing Partners for financing arrangements in the form of a lease-purchase agreement stating different payment options and interest rates; and

WHEREAS, the City has determined that the financing option most advantageous to the City is that proposed by Oklahoma State Bank for a lease term of 48 months at 1.98% interest rate, and a \$200 documentation fee; and

WHEREAS, the City of Glenpool desires to finance the vehicle by entering into a Vehicle Lease Purchase Agreement with Oklahoma State Bank as Lessor and City of Glenpool as Lessee (the "Agreement") according to the terms set forth in the quote from Oklahoma State Bank dated February 7, 2017; and

WHEREAS, the City Council for the City of Glenpool has taken all necessary and appropriate steps under applicable law to arrange for the acquisition and financing of the needed vehicles.

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

§ 1. The terms of said Agreement are in the best interests of the City of Glenpool for the acquisition of the vehicles.

§ 2. The City Council shall and hereby does approve the purchase of the vehicles at a cost not to exceed \$203,539, inclusive of the documentation fee, in accordance with all other terms and conditions of the agreement.

§ 3. The City Council shall and hereby does direct its counsel to review the Agreement and make such modifications to said Agreement only as necessary to assure compliance with the State of Oklahoma Constitutional and statutory law and local ordinances, prior to execution of the Agreement in substantially the form attached hereto and incorporated herein by reference.

§ 4. The City Council shall and hereby does designate and authorize City Manager Roger Kolman or his designee to execute and deliver, and City Clerk Susan White to attest, respectively, the Agreement and

any related documents necessary to the consummation of the transactions contemplated by the Agreement.

§ 5. The City shall and hereby does covenant that it will perform or cause to be performed all acts within its power which are or may be necessary to ensure that the interest portion of the rental payments coming due under the Agreement will at all times remain exempt from federal income taxation under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.

§ 6. The City shall and hereby does certify that it has not issued or effected the issuance of, and reasonably anticipates that it and its subordinate entities shall not issue or effect the issuance of, more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the 2017 calendar year and hereby designates the Agreement as a “qualified tax-exempt obligation”, as defined by Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

§ 7. That all ordinances or resolutions, or parts of ordinances or resolutions, in apparent or actual conflict with this Resolution shall be and hereby are repealed or invalidated, respectively, and rendered of no effect from the date of adoption of this Resolution.

PASSED AND APPROVED by the City Council of the City of Glenpool this 21st day of February, 2017.

Timothy Lee Fox, Mayor

ATTEST:

[MUNICIPAL SEAL]

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

**NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
SPECIAL MEETING**

A Special Session of the Glenpool Utility Service Authority will begin at 6:00 p.m. immediately following the Glenpool City Council meeting, on Tuesday, February 21, 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:

AGENDA

A) Call to Order

B) Roll call, declaration of quorum

C) Scheduled Business

- 1) Discussion and possible action to concur with action of the City Council and approve the professional services proposal from Schemmer Engineering for the purpose of locating all existing utility facilities and private homeowner improvements along the entire south boundary of Pecan Estates Addition, at a cost not to exceed \$8, 200.00; and authorize the City Manager to execute the Agreement.
(Lynn Burrow, Community Development Director)

D) Adjournment

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

Signed: _____
Clerk

MEMORANDUM

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

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

**RE: PROFESSIONAL SERVICES PROPOSAL:
LOCATION SURVEY: EXISTING UNDERGROUND UTILITIES AND
UTILITY EASEMENTS IN 'PECAN ESTATES ADDITION'**

DATE: FEBRUARY 16, 2017

BACKGROUND

This item is for Board consideration and action regarding approval of a certain professional services proposal solicited from Schemmer Engineering Company. The proposal covers field survey work necessary to fully investigate and produce a survey document that will illustrate the exact location of: public sanitary sewer mains and forcemains; private underground franchise utilities; Upland Resources raw waterlines; and the limits of all associated utility easements located along the southerly boundary of Pecan Estates as illustrated on the attached exhibit drawing. It has come to the attention of the City Building Official that an existing sanitary sewer line that generally parallels the south boundary may be located outside the general utility easement that was created by the subdivision plat to accommodate the installation of this public sewer. Staff also has concerns that several existing homes built on lots that back onto the south boundary of the addition may have inadvertently been constructed on, or extremely close, to this sanitary sewer line as well as the easement in question. As you will note on the exhibit drawing, there are many other existing utilities and underground pipelines located immediately adjacent to the sewer line in question. The location of these underground facilities may complicate the situation even more. The goal is to fully investigate and locate by survey methods all existing utility facilities and private homeowner improvements along the entire south boundary of the addition in order to determine what easement encroachments may actually exist and to determine the resulting impact on utility improvements within, or immediately adjacent to, these easement ways. The work product produced by the surveying consultant will result in a Plat of Survey being produced that will illustrate all existing improvements within the bounds of the survey area.

This Plat of Survey will then be used to determine a course of action that may be necessary to address any easement or utility line encroachments discovered by the field work.

Staff proposes to fund this unanticipated investigative work within the current GUSA budget account No. 02-6-16-6244 (Engineering Fees).

Staff Recommendation:

Staff recommends that the Board approve the Professional Services Proposal from Schemmer Engineering in an amount not to exceed \$8,200.00 and authorize the City Manager to execute the agreement accordingly.

Attachments:

- A. Professional Services Agreement - Schemmer Engineering
- B. Subdivision Plat - Pecan Estates Addition
- C. Exhibit Drawing - Sanitary Sewer Construction Document Plan Sheet

February 1, 2017

Mr. Lynn Burrow
City of Glenpool
12205 South Yukon Avenue
Glenpool, OK 74033

RE: Professional Surveying Services Proposal
Pecan Estates Sanitary Sewer Topographical Survey
in Glenpool, OK

Dear Mr. Borrow:

We are pleased to respond to your request for a proposal for surveying services on the above referenced project. The Schemmer Associates Inc. (Schemmer) proposes to render professional services to City of Glenpool (Client) in connection with the topographical surveying for the proposed Pecan Estates Sanitary Sewer in Glenpool, Oklahoma (hereinafter referred to as Project).

The development of the scope of services and compensation proposal was based in part on the following:

- Our meeting and review of utility plans on January 31, 2017.
- Site visit on January 31, 2017

I. SCOPE OF SERVICES

Services on the Project site to be provided by Schemmer consist of Construction Staking, all as set forth below:

- *Control* – Establish horizontal and vertical control on site and set new as necessary to perform surveying services and for future construction usage.
- *Utilities* – Locate utilities per locator's markings, observed evidence in the field, and with provided utility plans. Provide elevation information only on the Sewer Main and spot check the lift station sewer line to confirm plans accuracy.
- *Field survey* – Locate all physical features, improvements, and back of houses in the scope, which is approximate the south 55' of every lot adjoining the south boundary of the Pecan Estates subdivision.
- *Boundary Survey* – Tie all topographical information back to the subdivision control and plot all lots in the scope on the survey drawing.
- *CAD services* – Download, check, and process collected electronic field data and produce deliverables.
- *Registered Land Surveyor services* – Project coordination, Review, and QA/QC.

Professional Surveying Services Proposal
Pecan Estates Sanitary Sewer
Glenpool, OK
February 1, 2017
Page 2

II. ASSUMPTIONS AND EXCEPTIONS

The scope as described above is based upon the following:

1. The scope does not include each lot to have a retracement survey. Subdivision control will be used to establish lots for planning and design purposes.
2. This fee does not include any application or filing fees.

III. FEES

- A. **Basic Services:** For Basic Services, as enumerated above, you will pay a total lump sum of **Eight Thousand, Two Hundred Dollars (\$8,200.00)** plus reimbursable expenses to the Schemmer Associates Inc in accordance with the terms of the attached General Conditions.
- B. **Additional Services:** Additional Services as approved and directed by Client will be rendered by Schemmer on a lump sum or an hourly rate basis as agreed to at the time such services are requested. If services are to be provided per hourly rates, you will be invoiced in accordance with our Schedule of Hourly Rates in effect at the time the Additional Services are requested plus reimbursable expenses for such services.

IV. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the project to both the Client and Schemmer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Schemmer and its sub-consultants to the Client for any and all claims, losses, damages of any nature whatsoever of claims expenses from any cause or causes, so that the total aggregate liability of The Schemmer Associates Inc. and its sub-consultants to all those named shall not exceed \$50,000, or Schemmer's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors and omissions, strict liability, and breach of contractor warranty.

PHONE 918.394.1500
FAX 918.369.6876

10820 East 45th Street, Suite 307
Tulsa, Oklahoma 74146

SCHEMMER.COM

Professional Surveying Services Proposal
Pecan Estates Sanitary Sewer
Glenpool, OK
February 1, 2017
Page 3

V. SCHEDULE

We understand that time is of the essence for this project and we stand ready to proceed upon receipt of Notice-to-Proceed and will progress as expeditiously as possible with the surveying services.

If the foregoing Scope of Services, Fee Proposal and General Conditions are agreeable, please indicate your acceptance by signing and returning one copy of this proposal. We will consider the signed proposal an Agreement between **City of Glenpool** and **Schemmer** for the services described herein. Receipt of the signed proposal will also be considered Notice-to-Proceed.

We thank you for your consideration and look forward to working with you.

Sincerely,

THE SCHEMMER ASSOCIATES INC.
ARCHITECTS | ENGINEERS | PLANNERS



Aaron Burns, P.L.S.
Manager, Surveying -Tulsa



Charles Huddleston, P.E.
Executive Vice President

ACCEPTED:
City of Glenpool

BY _____

TITLE _____

DATE _____

Enclosure (General Conditions)

PHONE 918.394.1500
FAX 918.369.6876

10820 East 45th Street, Suite 307
Tulsa, Oklahoma 74146

Schedule of Hourly Rates

Effective January 1, 2017

Standard Rates	
Principal	\$ 215.00
Senior Project Manager	\$ 170.00
Project Manager	\$ 125.00
Senior Registered Architect	\$ 160.00
Registered Architect	\$ 135.00
Senior Design Architect	\$ 125.00
Architect	\$ 95.00
Interior Architect	\$ 95.00
Senior Registered Engineer	\$ 160.00
Registered Engineer	\$ 125.00
Senior Engineer E.I.	\$ 110.00
Engineer E.I.	\$ 95.00
Senior Design Engineer	\$ 175.00
Design Engineer	\$ 115.00
Design Technician II	\$ 100.00
Design Technician	\$ 85.00
CADD Technician	\$ 70.00
Senior Project Representative	\$ 125.00
Project Representative	\$ 90.00
Senior Registered Land Surveyor	\$ 125.00
Registered Land Surveyor	\$ 100.00
3 Man Survey Crew	\$ 170.00
2 Man Survey Crew	\$ 130.00
1 Man Survey Crew	\$ 85.00
Survey Party Chief	\$ 75.00
Survey Instrument Person	\$ 65.00
Field Technician III	\$ 85.00
Field Technician II	\$ 65.00
Field Technician I	\$ 55.00
Administrative Support	\$ 70.00

NOTE: Hourly rates are subject to change annually on the first day of the month of January of each year.

GENERAL CONDITIONS

1. **REUSE OF DOCUMENTS.** All documents including drawings, specifications and CADD data on electronic media furnished by The Schemmer Associates Inc. pursuant to this Agreement are instruments of its services in respect to this project. They are not intended or represented to be suitable for reuse on extensions of this project or on any other project. Any reuse without specific written verification or adaptation by The Schemmer Associates Inc. shall be at the user's sole risk and without liability or legal exposure to The Schemmer Associates Inc., and the other party to this Agreement shall indemnify and hold harmless The Schemmer Associates Inc. from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle The Schemmer Associates Inc. to further compensation.
2. **ESTIMATES.** Since The Schemmer Associates Inc. has no control over the cost of labor, materials or equipment or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, estimates of project cost are made on the basis of experience and qualifications and represent the best judgment of design professionals familiar with the industry, but The Schemmer Associates Inc. cannot and does not guarantee that proposals, bids or project costs will not vary from estimates of cost prepared by The Schemmer Associates Inc.
3. **SUSPENSION OR ABANDONMENT.** If the project is suspended for more than three months or abandoned in whole or in part, The Schemmer Associates Inc. shall be paid compensation for services performed prior to receipt of written notice of such suspension or abandonment, together with reimbursable expenses then due.
4. **TERMINATION.** This Agreement may be terminated by either party upon seven days' written notice should either party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than The Schemmer Associates Inc., The Schemmer Associates Inc. shall be paid compensation for services performed to termination date, including reimbursable expenses then due.
5. **SUCCESSORS AND ASSIGNS.** Each party to this Agreement binds him/herself, his/her partners, successors, assigns and legal representatives to the other party, his/her partners, successors, assigns and legal representatives with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his/her interest in this Agreement without the written consent of the other.
6. **PAYMENTS.** Payments due The Schemmer Associates Inc. under this Agreement shall be payable within thirty (30) days of the date of billing. If full payment is not received within sixty (60) days of the date of billing, the payment shall bear interest at the highest rate permitted by law but not exceeding eighteen percent (18%).
7. **DELINQUENT PAYMENTS.** (a) Delinquent Progress Payments: It is understood and agreed that should any progress payment hereunder remain due and unpaid for a period of 60 days after invoice, that all services on the part of The Schemmer Associates Inc. will cease and will not resume until all amounts owing for services rendered have been paid in full. Cessation shall not constitute a breach of The Schemmer Associates Inc.'s duties under this agreement, or an election of remedies, and The Schemmer Associates Inc. shall be fully indemnified for any liability or damages thereby caused. (b) Legal Action: No account will be held by The Schemmer Associates Inc. more than 90 days after their invoice. At the end of 90 days all such accounts will be referred for appropriate legal action. (c) Mechanics Liens: Unless specific arrangements for delayed payments have been made, by written agreement, all mechanics lien rights available to The Schemmer Associates Inc. will be exercised within the time period allowed by law.
8. **TAX.** The amount of any excise, gross receipts or sales tax that may be imposed shall be invoiced as a reimbursable expense.
9. **HAZARDOUS MATERIALS.** Unless otherwise provided in this Agreement, The Schemmer Associates and The Schemmer Associates' consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Schemmer Associates Inc. shall be indemnified and held harmless against all claims related to hazardous materials.

10. **NOTICE OF LIMITATION OF AGENTS' AUTHORITY.** It is understood and acknowledged that no agent, officer, or principal of The Schemmer Associates Inc. is authorized to vary the terms of this agreement in any particular, except by writing, expressly limiting the application of the terms of this Agreement.

11. **INVALIDATION OF PROFESSIONAL LIABILITY INSURANCE.** The Schemmer Associates shall not knowingly take any action called for by this agreement or arising from the course of this project which shall cause loss of the The Schemmer Associates' professional liability insurance coverage for this project or any aspect of it.

12. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the Client agrees to limit The Schemmer Associates Inc.'s liability for the Client's damages to the sum of \$50,000 or The Schemmer Associates Inc.'s fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

13. **COMPUTER AIDED DESIGN/DRAFTING (CADD).** CADD may be utilized to prepare drawings, specifications, calculations, and other instruments of service prepared by The Schemmer Associates Inc. Submitted data files are intended to work only as described in the agreement and are compatible only with the original hardware and software used to create the files.

13.1. Because data stored on electronic media can deteriorate undetected or be modified without the knowledge of The Schemmer Associates Inc., the Owner agrees to accept responsibility for the completeness, correctness, and readability of the electronic media after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, the Owner will indemnify and save harmless The Schemmer Associates Inc. for any and all claims, losses, costs, damages, awards, or judgments arising from use of the electronic media files or output generated from them. The Schemmer Associates Inc. agrees that it is responsible for the accuracy of the sealed hard copy drawings that have been or will be submitted, and that such accuracy is defined as the care and skill ordinarily used by members of the profession practicing under similar conditions at the same time and in the same locality. The Schemmer Associates Inc. makes no warranties, express or implied, under this agreement or otherwise, in connection with the services provided.

13.2. The electronic files are submitted to the client for a 30-day acceptance period. During this period, the client may review and examine these files. Any errors detected during this time will be corrected by The Schemmer Associates Inc. as part of the basic agreement. Any changes requested after the acceptance period will be considered additional services to be performed on a time and materials basis, at the standard cost plus terms and conditions. The Schemmer Associates Inc. is not required to maintain copies of the electronic files beyond the acceptance period after delivery of the files.

13.3. The Owner shall be permitted to retain copies of the drawings and specifications prepared in CADD format for the Owner's information. Due to the potential that the information set forth on the electronic media can be modified by the Owner, unintentionally or otherwise, The Schemmer Associates reserves the right to remove all indicia of its ownership and/or involvement from each electronic file.

13.4. Any use or reuse of altered files by the Owner or others without written authorization or CADD adaptation by The Schemmer Associates Inc. for the specific purpose intended will be at the Owner's risk and full legal responsibility. Furthermore, the Owner will, to the fullest extent permitted by law, indemnify and hold The Schemmer Associates Inc. harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting from such use. Any such authorization or CADD adaptation by the Owner will entitle The Schemmer Associates Inc. to additional compensation at the rates established as part of this agreement.

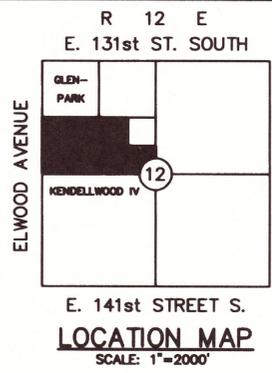
14. **GEOTECHNICAL MATERIALS TESTING SERVICE.** In the case that geotechnical and/or materials testing services are provided by The Schemmer Associates Inc., our supplementary General Conditions for Geotechnical and Materials Testing shall be considered a part of this document.

Pecan Estates SS

Scope	Topo with Boundary-Time Total: 4 days field, Travel Time: 0.5 Hrs	Hours	Rates	Subtotals
Control & Tie-in	Survey Crew	5	hrs @ \$130.00/hr = \$650.00	\$915.00
	CAD	2	hrs @ \$70/hr = \$140.00	
	RLS	1	hrs @ \$125.00/hr = \$125.00	
Property Lines Lot lines and esmts adjoining S line of new subdiv	Survey Crew	5	hrs @ \$130.00/hr = \$650.00	\$1,180.00
	CAD	4	hrs @ \$70/hr = \$280.00	
	RLS	2	hrs @ \$125.00/hr = \$250.00	
Houses Taped 15 houses	Survey Crew	5	hrs @ \$130.00/hr = \$650.00	\$930.00
	CAD	4	hrs @ \$70/hr = \$280.00	
	RLS	0	hrs @ \$125.00/hr = \$0.00	
SS MDs <10 MHs	Survey Crew	5	hrs @ \$130.00/hr = \$650.00	\$930.00
	CAD	4	hrs @ \$70/hr = \$280.00	
	RLS	0	hrs @ \$125.00/hr = \$0.00	
Topo-3.4 Acres 2 Pt Houses/Utils/Grades/Oth er Backyard stuff	Survey Crew	20	hrs @ \$130.00/hr = \$2,600.00	\$4,220.00
	CAD	16	hrs @ \$70/hr = \$1,120.00	
	RLS	4	hrs @ \$125.00/hr = \$500.00	
Total		Field Crew: 40 CAD: 30 RLS: 7		Total: \$8,175.00



5990



FINAL PLAT
 of
PECAN ESTATES
 A TRACT OF LAND SITUATED IN THE SOUTH HALF OF THE NORTHWEST QUARTER (S/2, NW/4) OF
 SECTION 12, TOWNSHIP 17 NORTH, RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA.

SURVEYOR:
 D. Goss & Associates, LLC
 P.O. Box 216
 Collinsville, Oklahoma 74021
 Phone: (918) 371-0096
 C.A. No. 3932

OWNER:
 The 301 Club, LLC
 13427 S. Elwood Ave.
 Glenpool, Oklahoma 74033
 Phone: (918) 291-1843

ENGINEER:
 DeShazo, Tang & Associates, Inc.
 Towne Centre Office Park
 10830 East 45th, Suite 204
 Tulsa, Oklahoma 74146
 Phone: (918) 627-0046
 C.A. No. 1297

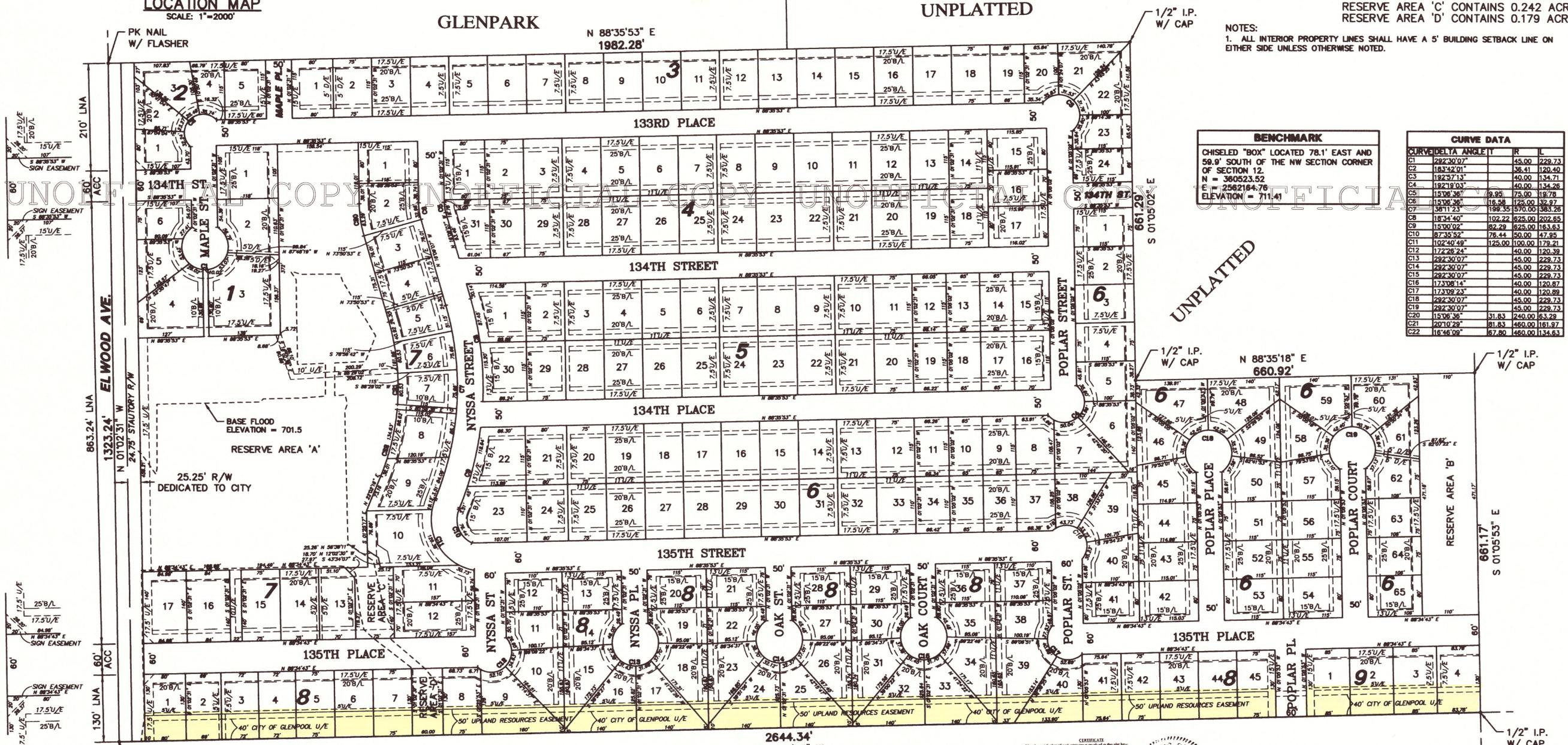
LEGEND
 --- B/L = BUILDING LINE
 --- R/W = RIGHT OF WAY
 --- U/E = UTILITY EASEMENT
 --- LNA = LIMITS OF NO ACCESS
 --- ACC = LIMITS OF ACCESS

SUBDIVISION CONTAINS
 9-BLOCKS, 227-LOTS,
 1-RESERVE AREA 'A', 1-RESERVE AREA 'B',
 1-RESERVE AREA 'C', 1-RESERVE AREA 'D'

BLOCK-1 CONTAINS 1.728 ACRES
 BLOCK-2 CONTAINS 0.886 ACRES
 BLOCK-3 CONTAINS 4.685 ACRES
 BLOCK-4 CONTAINS 6.152 ACRES
 BLOCK-5 CONTAINS 5.859 ACRES
 BLOCK-6 CONTAINS 14.390 ACRES
 BLOCK-7 CONTAINS 9.779 ACRES
 BLOCK-8 CONTAINS 10.2186 ACRES
 BLOCK-9 CONTAINS 1.011 ACRES

RESERVE AREA 'A' CONTAINS 6.564 ACRES
 RESERVE AREA 'B' CONTAINS 1.190 ACRES
 RESERVE AREA 'C' CONTAINS 0.242 ACRES
 RESERVE AREA 'D' CONTAINS 0.179 ACRES

NOTES:
 1. ALL INTERIOR PROPERTY LINES SHALL HAVE A 5' BUILDING SETBACK LINE ON EITHER SIDE UNLESS OTHERWISE NOTED.



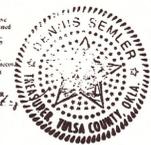
BENCHMARK

CHISELED "BOX" LOCATED 78.1' EAST AND
 59.9' SOUTH OF THE NW SECTION CORNER
 OF SECTION 12.
 N = 2562164.76
 ELEVATION = 711.41

CURVE DATA

CURVE ID	DELTA ANGLE	R	L
C1	282°30'07"	45.00	229.73
C2	183°42'01"	36.41	120.40
C3	192°37'13"	40.00	134.71
C4	192°19'03"	40.00	134.26
C5	150°36'36"	9.95	75.00
C6	150°36'36"	16.54	125.00
C7	381°12'33"	138.35	570.00
C8	183°44'40"	102.22	628.00
C9	150°00'02"	82.29	625.00
C10	87°35'52"	76.44	50.00
C11	102°40'49"	125.00	100.00
C12	172°26'24"	40.00	120.39
C13	282°30'07"	45.00	229.73
C14	282°30'07"	45.00	229.73
C15	282°30'07"	45.00	229.73
C16	173°08'14"	40.00	120.87
C17	173°08'23"	40.00	120.89
C18	282°30'07"	45.00	229.73
C19	282°30'07"	45.00	229.73
C20	150°36'36"	31.83	240.00
C21	281°02'28"	81.83	480.00
C22	18°46'09"	67.80	480.00

CERTIFICATE
 I hereby certify that all conditions herein stated have been read and complied with by the surveyor and the engineer, and that the same are correct and true to the best of their knowledge and belief, and that the same are in accordance with the laws of the State of Oklahoma.
 Dated: 5/5/06
 DEAN S. SEMER
 TULSA COUNTY TREASURER



U:\Project Files\03135 Wingard Glenpool Sanitary Sewer Plans\0313518-REV.dwg Nov 14, 2005 9:10am

S.S. MANHOLE TABLE		
MH #	NORTHING	EASTING
1	359254.90	2562164.77
2	359114.54	2562167.32
3	359283.08	2563316.00
4	359290.00	2563598.99
5	359297.12	2563889.91
6	358266.04	2562351.77
7	358136.06	2562354.13
8	358727.98	2562174.35
9	358929.95	2562170.68
10	358734.47	2562439.28

S.S. MH TABLE (Cont.)		
MH #	NORTHING	EASTING
11	359011.36	2562434.24
12	358263.46	2562247.80
13	358272.68	2562619.40
14	358273.90	2562668.67
15	358382.32	2562616.69
16	358518.97	2562670.30
17	358661.66	2562685.27
18	358930.16	2562609.13
19	359040.49	2562600.28
20	358385.04	2562727.88

S.S. MH TABLE (Cont.)		
MH #	NORTHING	EASTING
21	358430.46	2562810.98
22	358436.84	2563071.33
23	358444.18	2563371.24
24	358451.52	2563671.15
25	358458.65	2563962.41
26	358667.25	2562776.23
27	358711.19	2562837.05
28	358714.97	2562991.71
29	358722.30	2563291.17
30	358729.64	2563591.08

S.S. MH TABLE (Cont.)		
MH #	NORTHING	EASTING
31	358736.76	2563882.13
32	358958.00	2562705.25
33	358989.53	2562771.23
34	358994.93	2562986.62
35	359000.67	2563221.32
36	359008.01	2563521.23
37	359015.35	2563820.91
38	358004.55	2563000.63
39	358208.95	2562996.91
40	358011.25	2563270.55

S.S. MH TABLE (Cont.)		
MH #	NORTHING	EASTING
41	358215.55	2563266.83
42	358018.19	2563550.47
43	358222.40	2563546.76
44	358025.14	2563830.39
45	358229.25	2563826.68
46	358031.40	2564082.80
47	358103.86	2564081.41
48	358179.56	2564107.51
49	358462.07	2564102.37
50	358689.03	2564098.07

S.S. MH TABLE (Cont.)		
MH #	NORTHING	EASTING
51	358973.98	2564092.68
52	359180.43	2564088.77
53	358038.60	2564372.71
54	358042.44	2564527.67
55	358046.66	2564697.61
56	358119.14	2564696.23
57	358193.23	2564658.58
58	358423.19	2564654.17
59	358111.08	2564371.32
60	358186.51	2564387.66

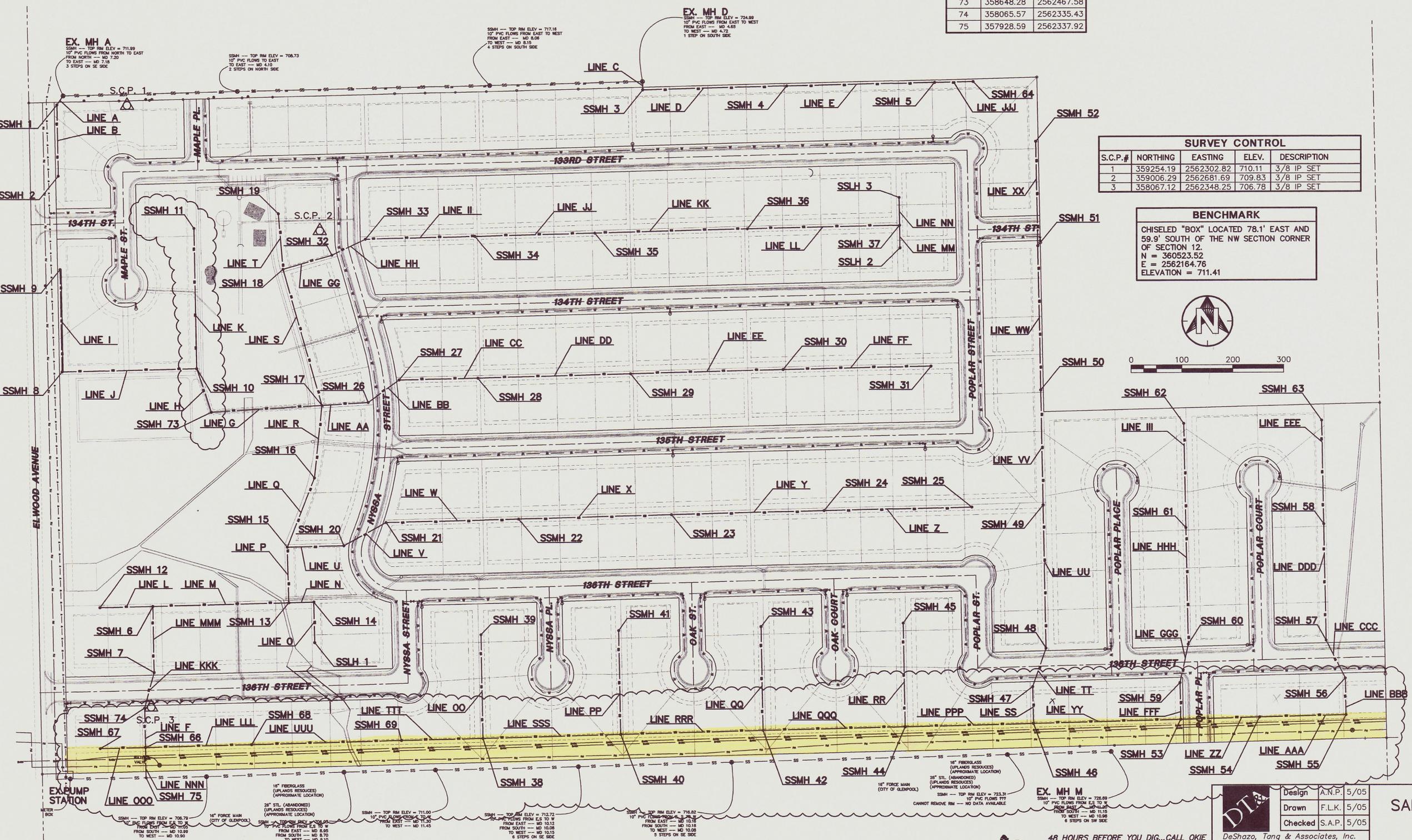
S.S. MH TABLE (Cont.)		
MH #	NORTHING	EASTING
61	358416.47	2564383.25
62	358621.86	2564379.31
63	358627.52	2564650.25
64	359298.98	2563965.76
65	NOT USED	
66	357988.08	2562336.83
67	357985.88	2562247.86
68	357993.27	2562545.77
69	358000.58	2562840.35
70	NOT USED	
71	NOT USED	
72	NOT USED	
73	358648.28	2562467.58
74	358065.57	2562335.43
75	357928.59	2562337.92

S.S. L.H. TABLE		
LH #	NORTHING	EASTING
LH 1	358193.91	2562670.13
LH 2	358970.36	2563821.73
LH 3	359070.34	2563819.91

EXIST. S.S. MH TABLE		
MH #	NORTHING	EASTING
EX. PUMP STATION	357926.22	2562188.85
A	359272.54	2562177.01
D	359299.00	2563316.00
M	357975.54	2564235.34

REVISIONS			
NO.	DESCRIPTION	BY	DATE
1	REVISED SOUTH LINES	F.L.K.	11/05

SANIT. SEWER LINE TABLE			
LINE	LENGTH	GRADE	SIZE
A	21.5'	4.29%	8"
B	140.4'	0.90%	8"
C	15.9'	0.44%	8"
D	283.1'	0.40%	8"
E	291.0'	0.40%	8"
F	77.5'	0.40%	8"
G	218.10'	0.40%	8" DIP
H	90.7'	0.40%	8"
I	202.0'	0.40%	8"
J	265.0'	1.03%	8"
K	276.9'	0.40%	8"
L	104.0'	0.40%	8"
M	267.7'	0.40%	8" DIP
N	49.3'	2.68%	8"
O	80.0'	2.68%	8"
P	109.7'	2.60%	8"
Q	146.8'	0.40%	8"
R	143.5'	0.40%	8"
S	279.1'	0.40%	8"
T	110.7'	0.40%	8"
U	111.2'	1.47%	8"
V	94.7'	0.98%	8" DIP
W	260.4'	3.67%	8"
X	300.0'	2.33%	8"
Y	300.0'	0.97%	8"
Z	291.4'	0.53%	8"
AA	91.1'	2.66%	8"
BB	75.0'	0.40%	8" DIP
CC	154.7'	4.60%	8"
DD	299.6'	2.30%	8"
EE	300.0'	1.39%	8"
FF	291.1'	0.63%	8"
GG	100.1'	0.40%	8"
HH	73.1'	5.35%	8"
II	215.5'	3.34%	8"
JJ	234.8'	2.17%	8"
KK	300.0'	1.27%	8"
LL	299.8'	0.44%	8"
MM	45.0'	0.40%	8"
NN	55.0'	0.40%	8"
OO	204.4'	2.63%	8"
PP	204.3'	2.41%	8"
QQ	204.2'	2.25%	8"
RR	204.2'	3.17%	8"
SS	72.5'	4.33%	8"
TT	80.1'	0.40%	8"
UU	282.6'	0.40%	8"
VV	227.0'	0.40%	8"
WW	285.0'	0.40%	8"
XX	206.5'	0.40%	8"
YY	290.0'	0.40%	8"
ZZ	155.0'	0.40%	8"
AAA	170.0'	0.40%	8"
BBB	72.5'	0.40%	8"
CCC	83.1'	0.40%	8"
DDD	230.0'	0.40%	8"
EEE	204.4'	0.40%	8"
FFF	72.5'	7.09%	8"
GGG	77.2'	0.40%	8"
HHH	230.0'	0.40%	8"
III	205.4'	0.40%	8"
JJJ	75.9'	0.40%	8"
KKK	72.9'	0.40%	8"
LLL	209.0'	0.40%	8"
MMM	130.0'	0.40%	8"
NNN	59.5'	0.40%	8"
OOO	89.0'	5.43%	8"
PPP	252.5'	0.40%	8"
QQQ	280.0'	0.40%	8"
RRR	280.0'	1.42%	8"
SSS	270.0'	1.42%	8"
TTT	160.3'	2.35%	8"
UUU	294.7'	0.40%	8"



SURVEY CONTROL				
S.C.P.#	NORTHING	EASTING	ELEV.	DESCRIPTION
1	359254.19	2562302.82	710.11	3/8 IP SET
2	359006.29	2562681.69	709.83	3/8 IP SET
3	358067.12	2562348.25	706.78	3/8 IP SET

BENCHMARK
 CHISELED "BOX" LOCATED 78.1' EAST AND 59.9' SOUTH OF THE NW SECTION CORNER OF SECTION 12.
 N = 360523.52
 E = 2562164.76
 ELEVATION = 711.41



Design A.N.P. 5/05
 Drawn F.L.K. 5/05
 Checked S.A.P. 5/05

SANITARY SEWER PLAN
 PECAN ESTATES

48 HOURS BEFORE YOU DIG...CALL OKIE
 1-800-522-8543
 Oklahoma One-Call System, Inc.

DeShazo, Tang & Associates, Inc.
 Towne Centre Office Park, Suite 204
 10830 E. 45th Street (918) 627-0046
 Tulsa, Oklahoma 74146 C.A. No. 1297