

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on Monday, July 17, 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 – Aaron Hunter, Extreme Worship Center**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) Community Development Report – Lynn Burrow, Community Development Director**
- F) Treasurer Report – Julie Casteen, Finance Director**
- G) City Manager Report – Susan White, Interim City Manager**
- H) Mayor Report – Timothy Lee Fox, Mayor**
- I) Council Comments**
- J) Public Comments**
- K) Recognize Storm Drain Labeling Project Volunteers – Lynn Burrow, Community Development Director**
- L) Scheduled Business**
 - 1) Discussion and possible action to approve minutes from July 6, 2017 meeting.**
 - 2) Discussion and possible action to approve and authorize the Mayor to execute Contract for Sale of Former City Hall Property at 141st Street South and Hwy US75, to Glenpool Public Schools, Independent District No. 13, for the purchase price of \$750,000.00.
(Lowell Peterson, City Attorney)**
 - 3) Discussion and possible action to approve a Memorandum of Understanding between the Indian Nations Council of Governments and the City of Glenpool pertaining to the maintenance of the 9-1-1 electronic map street layer and the master street and address guide.**

(Susan White, Interim City Manager)

- 4) Discussion and possible action to approve 2017-2018 Oklahoma Municipal League annual renewal and authorize payment of service fees at a cost of \$9,202.45.
(Susan White, Interim City Manager)
- 5) Discussion and possible action to enter into Executive Session to discuss the employment and hiring of a City Manager, including specific candidates for the position of City Manager and terms of employment for City Manager position, pursuant to Title 25, Section 307(B)(1) of the Oklahoma Statutes (Open Meeting Act.)
(Timothy Fox, Mayor)
- 6) Discussion and possible action to reconvene in Regular Session.
(Timothy Fox, Mayor)

M) Adjournment

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



Community Development Director's Report

July 17, 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 final Bid Tabulation and Staff recommendation contract award to RG3 Meter Company for material, equipment, and installation was presented to and the City Council and GUSA Board at the March 6, 2017 regular meetings.
- The installation process started on April 15th.
- The total process to replace the 4380 meters covered in the contract with RG3 specifies four months (120 days) to complete that scope of work.
- To-date, there have been approximately 3500 residential meters replaced, 450 meter cans adjusted to grade, and 125 meter cans replaced due to existing damage.
- Based on the current status of this project, full completion of the meter replacement effort and their integration into the City's existing accounting software will likely be on or before August 15th.

Vision 2025 Projects

South County Soccer Complex:

- The construction Contract Agreement with Dirt Wurx, LLC was reviewed and approved 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.
- A formal ground breaking ceremony was held at the site on February 11th.
- The grading portion of the project is fully complete as of this date.

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

Interim City Manager & City Clerk, Susan White

www.glenpoolonline.com

- The construction of the concession/restroom building is underway and is estimated to be fully complete by August 1st.
- The various utility and storm water management improvements supporting the project are currently under construction and are estimated to be approximately 95% complete.
- Parking lot and access drive construction is estimated to be approximately 90% complete
- The installation of perimeter fencing is estimated to be approximately 50% complete.
- The installation of the underground irrigation system is scheduled to begin by July 15th.
- The original contract duration for the installation of the improvements covered under the current contract is 210 calendar days from the issuance of the Notice to Proceed - or August 30, 2017.
- A change order request from the Contractor was approved May 5th in the amount of \$10,110 increasing the total cost of the project to \$1,256,310.00
- To-date, there have been a total of fourteen (14) official weather related delay days approved that extends the original completion date to September 12th.

On-going Private Development and/or Building Projects

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

- The full Building Permit for the project was issued by the City on February 1st, 2017.
- Building construction is approximately 20% complete.
- Site improvement installation is approximately 75% complete.
- Public improvements associated with Broadway Avenue construction are approximately 75% complete.
- Improvements regarding existing paving modifications and additions on 151st Street were started on June 15th and are currently 30% complete with full completion anticipated by approximately September 1st.
- Full project completion and building turnover is predicted to be in the second quarter of 2018.

Hotel Project: Phillips Corner Addition (123rd Street & Casper Avenue)

- 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 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 30, 2017.

Mark Allen Chevy Dealership: (168th Street & U.S. Highway 75)

- The project earth change permit was issued May 1st, 2017
- The project building permit was issued July 10th, 2017.
- The official project groundbreaking ceremony was held July 11th, 2017
- The initial project schedule indicates full project completion in the second quarter of 2018.

Current Planning Department and Planning Commission Activities:

SITE PLAN REVIEW: SP-2017-04 Phoenix Industrial (186th Street & U.S. Highway 75)

A request by Phoenix Industrial for site plan approval to allow a 16,250-square foot building expansion on the west side of an existing structure located on a 20-acre tract south of the southwest corner of 181st Street and U.S. Highway 75. The property is currently zoned IL (Industrial Light Manufacturing and Research and Development District)

STAFF REVIEW ONLY: PENDING (AWAITING FIRE SPRINKLER PLANS FROM APPLICANT)

GZ-261/PUD 37: The Jenkins Companies

A request to re-zone a certain 12-acre tract located west of the northwest corner of 141st Street and Elwood Ave from AG (Agriculture District) to RS-4 (Residential Single Family - Highest Density District) to allow 31 individual lots.

- PLANNING COMMISSION: 6/12/17: CONTINUED TO THE 7/10/17 PC MEETING - PENDING ADDITIONAL INFORMATION FROM APPLICANT.
- PLANNING COMMISSION: 7/10/17 – MEETING CANCELLED DUE TO LACK OF QUORUM
- PLANNING COMMISSION: 8/14/17 (RE-ADVERTISE)
- CITY COUNCIL: 8/21/17

GBOA-454: R.J. Donelson:

Request for a Special Exception to allow Mini-Storage use in a CS (Commercial Shopping) zoning district. The project site is located on the north side of 138th Place - east of Elwood Ave - containing approximately 4.07 acres.

- BOARD OF ADJUSTMENT: 7/10/17 – MEETING CANCELLED DUE TO LACK OF QUORUM
- BOARD OF ADJUSTMENT: 8/14/17 (RE-ADVERTISED)

GZ-262: Nightingale Ranch & Farm LLC:

A request from Eric Sack with Sack and Associates to re-zone a certain tract containing approximately 62 acres from an AG (Agriculture) district to RE (Residential Estate) and to re-zone an additional 13-acre tract from AG (Agriculture) to CS (Commercial Shopping) located west of the northwest corner of 151st St (Hwy 67) and Peoria Ave.

- PLANNING COMMISSION: 7/10/17 – MEETING CANCELLED DUE TO LACK OF QUORUM
- PLANNING COMMISSION: 8/14/17 - RE-ADVERTISED
- CITY COUNCIL 8/21/17

PRELIMINARY SUBDIVISION PLAT: ELM POINTE ADDITION

A request from J.R. Donelson for preliminary plat review for Elm Pointe Addition to allow 8 commercial lots on a 10.76-acre tract located at the northwest corner of 141st Street and Peoria Ave.

- TECHNICAL ADVISORY COMMITTEE: 7/28/17
- PLANNING COMMISSION: 8/14/17

Current Building & Inspection Department Activity: June, 2017

Current On-Going Commercial and Residential Projects Permitted for Construction:

- St. Francis Health System Hospital: Located on 151st Street - East of US Highway 75
- Beeline Center Remodeling Project: US Highway 75 @ 138th Street.
- Hotel Project in Phillips Corner Addition: 123rd & Casper Avenue
- Mark Allen Chevy Dealership Project: 166th Street & U.S. Highway 75
- South County Soccer Complex: 138th Street & Peoria Avenue
- Jiffy Auto Lub. and Car Wash: Southwest Crossroads Addition
- Glen Hills Addition: 141st Street & Iroquois Avenue

Glenpool Residential and Commercial Building Permit Statistics:

• New Residential Permits Issued in June, 2017:	6 Total
• New Commercial Permits Issued in June, 2017:	0 Total
• Current Active Residential Permits:	79 Total
• Current Active Commercial Permits:	10 Total
• 2016 Residential Permits thru June:	40 Total
• 2017 Residential Permits issued thru June:	52 Total
• 2016 Commercial Permits Issued Thru June:	5 Total
• 2017 Commercial Permits Issued Thru June:	3 Total

Code Enforcement Department: June, 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 May:

- Year-to-Date complaint calls received and investigated 863
- Public nuisance cases remaining open thru June 30th. 2

- New Code Enforcement cases processed in June:

1. Calls reporting high grass:	58
2. Structures damaged by fire:	-0-
3. Notices issued for vehicles illegally parked:	6
4. Nuisance abatements performed by contractors:	2
5. Notices issued for residences without water service:	2
6. Tulsa County Health Department Citations issued:	-0-
7. Notices issued for illegally placed signs:	13
8. Damage to public facilities citations:	-0-
9. Excessive trash & debris:	23
10. Dilapidated vacant structures and properties:	2
11. Trash can/receptacle placement:	6
12. Misc. cases:	<u>81</u>
Total New Cases Opened in June:	193
- Real Estate Special Assessment Determinations:

1. Special Assessment Letters Issued to Title Companies	61
2. Assessment Letter Fee Collection Notices Issued	16

South County Soccer Complex



South County Soccer Complex



South County Soccer Complex



South County Soccer Complex



South County Soccer Complex



South County Soccer Complex





St Francis Hospital





St Francis Hospital



St Francis Hospital



Phillips Corner Hotel



Phillips Corner Hotel





Mark Allen Chevy Dealership



Mark Allen Chevy Dealership



Mark Allen Chevy Dealership



Mark Allen Chevy Dealership





Treasurer's Report

May 2017

City of Glenpool

Summary of Revenues and Expenditures as of May, 2017

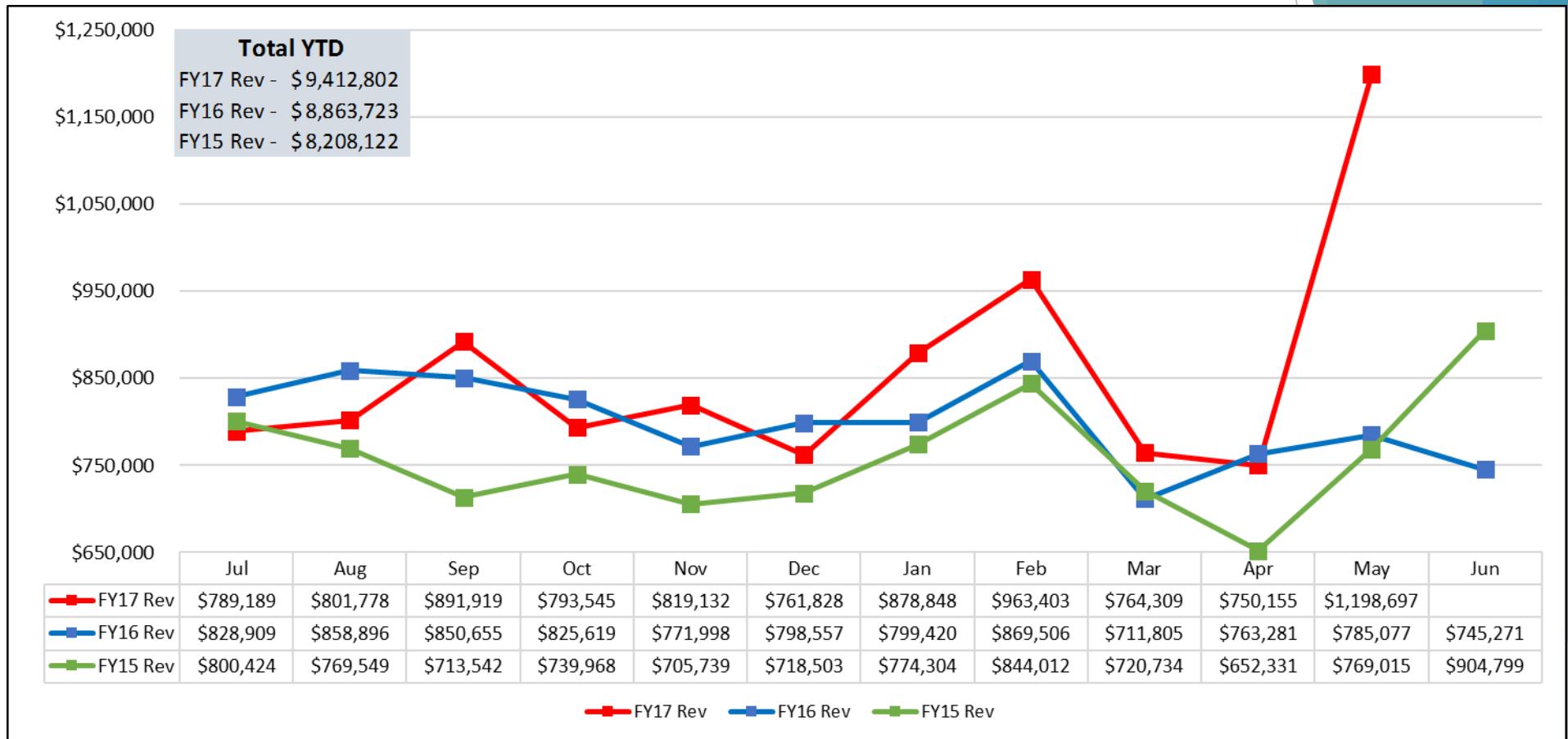
11th month in Fiscal year 2016-2017 or 91.7% completed as of May 31, 2017

- General Fund sales tax revenue is -3.6% below budget and -0.2% below prior YTD
- Public Safety Personnel Fund sales tax revenue is -3.8% below budget
- Streets & Infrastructure Fund sales tax revenues are -8.2% below budget
- Public Safety Capital Fund sales tax revenues are -8.2% below budget
- Water revenues are 2.6% over budget and 6.6% over prior year
- Sewer revenues are 3.4% over budget and 6.7% over prior year

FUND	Total Revenues			Total Expenditures		
	FY17 Budget	FY17 Actual	Variance FY17 Budget	FY17 Budget	FY17 Actual	Variance FY17 Budget
General Fund	\$11,288,450	\$9,412,802	-9.0%	\$11,288,450	\$8,468,345	-18.2%
Hotel-Motel Tax	\$0	\$31,957	-	\$0	\$0	-
Public Safety Personnel Fund	\$847,095	\$762,125	-1.9%	\$847,095	\$508,338	-34.5%
GUSA	\$8,212,900	\$7,282,336	-3.3%	\$8,212,900	\$6,408,945	-14.9%
GIA	\$512,500	\$677,107	144.1%	\$512,500	\$338,117	-28.0%
Streets & Infrastructure Capital Fund	\$187,616	\$138,351	-7.2%	\$187,616	\$0	-100%
Public Safety Capital Fund	\$168,208	\$124,009	-6.4%	\$168,208	\$100,804	-34.6%

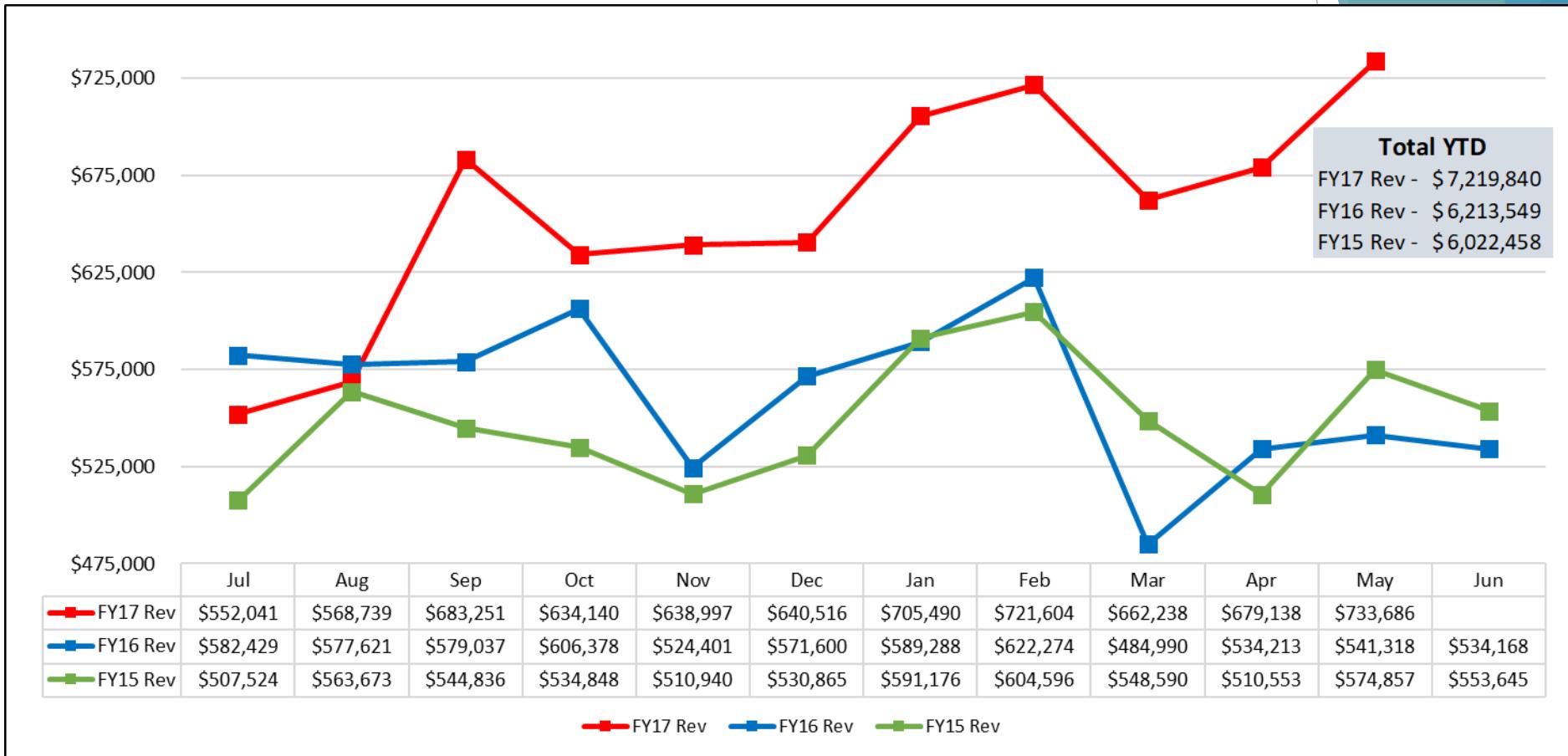
City of Glenpool

General Fund Revenues as of May 31, 2017



City of Glenpool

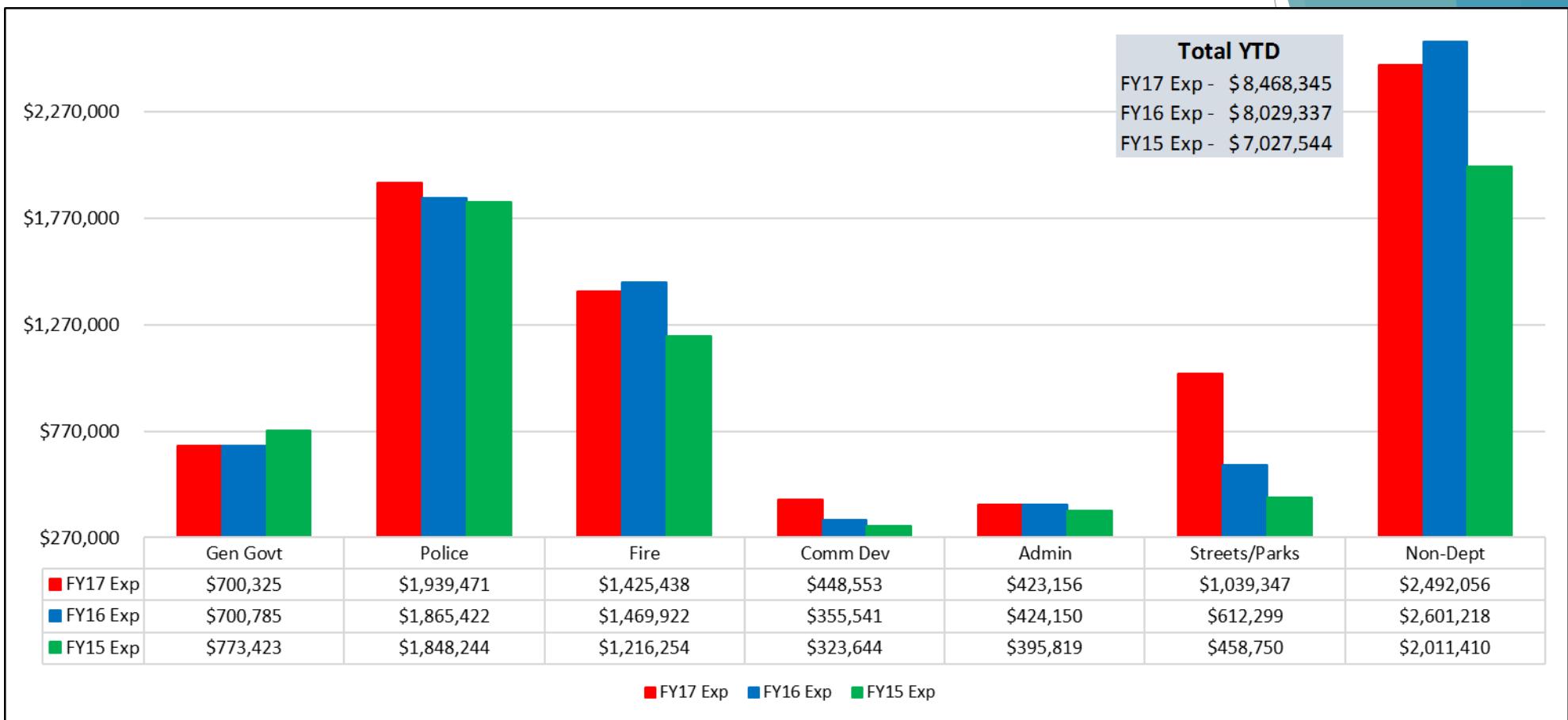
Sales Tax Revenues – All Funds as of May 31, 2017



- 0.55% Sales tax for Public Safety personnel effective July 1, 2016
- 0.29% Sales tax for capital improvements/economic development effective Jan 1, 2017
- 0.26% Sales tax for Public Safety equipment effective Jan 1, 2017

City of Glenpool

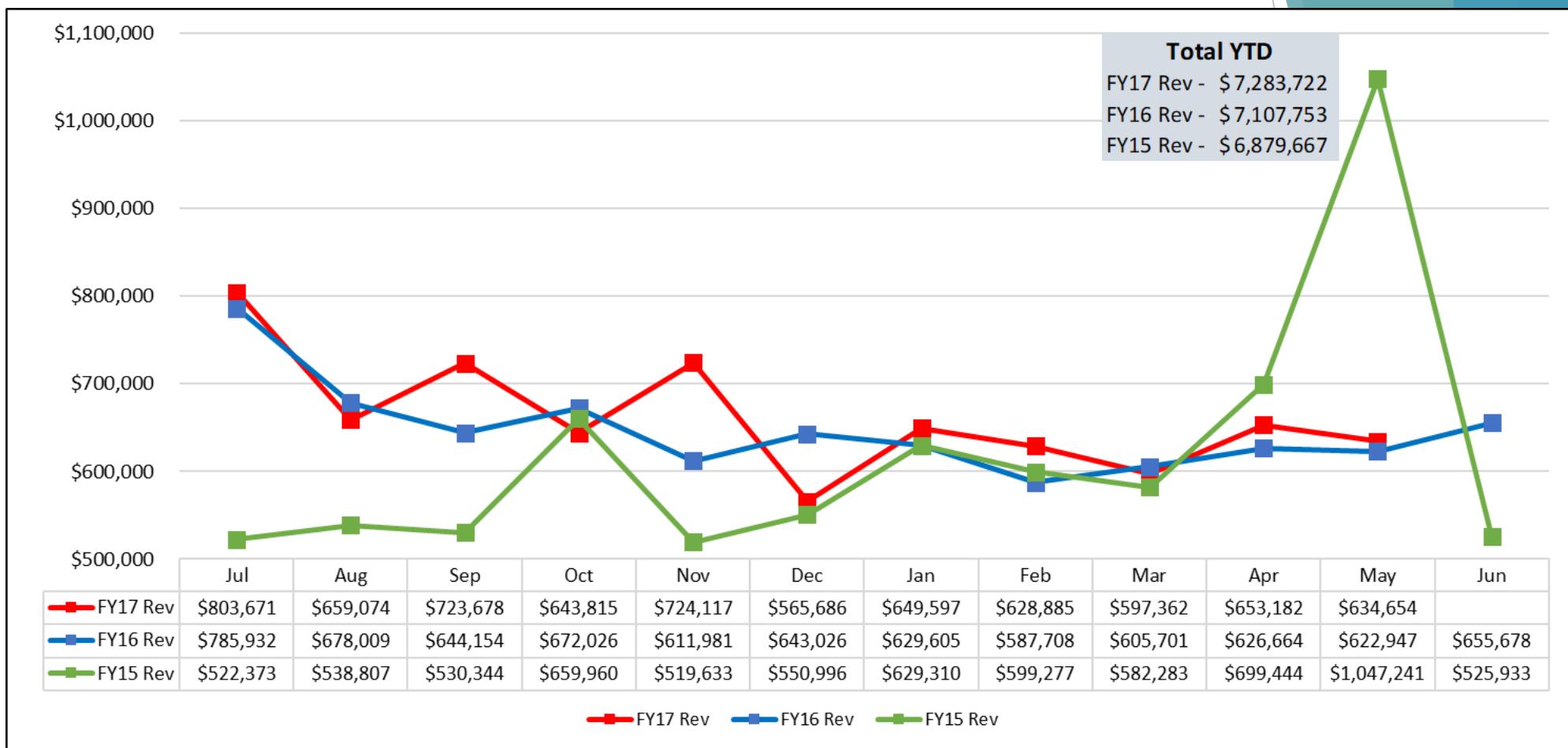
General Fund Expenditures as of May 31, 2017



- **General Government** includes City Clerk, Finance, and Organizational Expenses
- **Police** includes Police, Animal Control and Dispatch
- **Fire** includes Fire and Emergency Management
- **Community Services** includes Planning, Inspections and Code Enforcement
- **Administration** includes City Manager, City Attorney and Human Resources
- **Non-Departmental** includes transfers to other funds

Glenpool Utility Services Authority

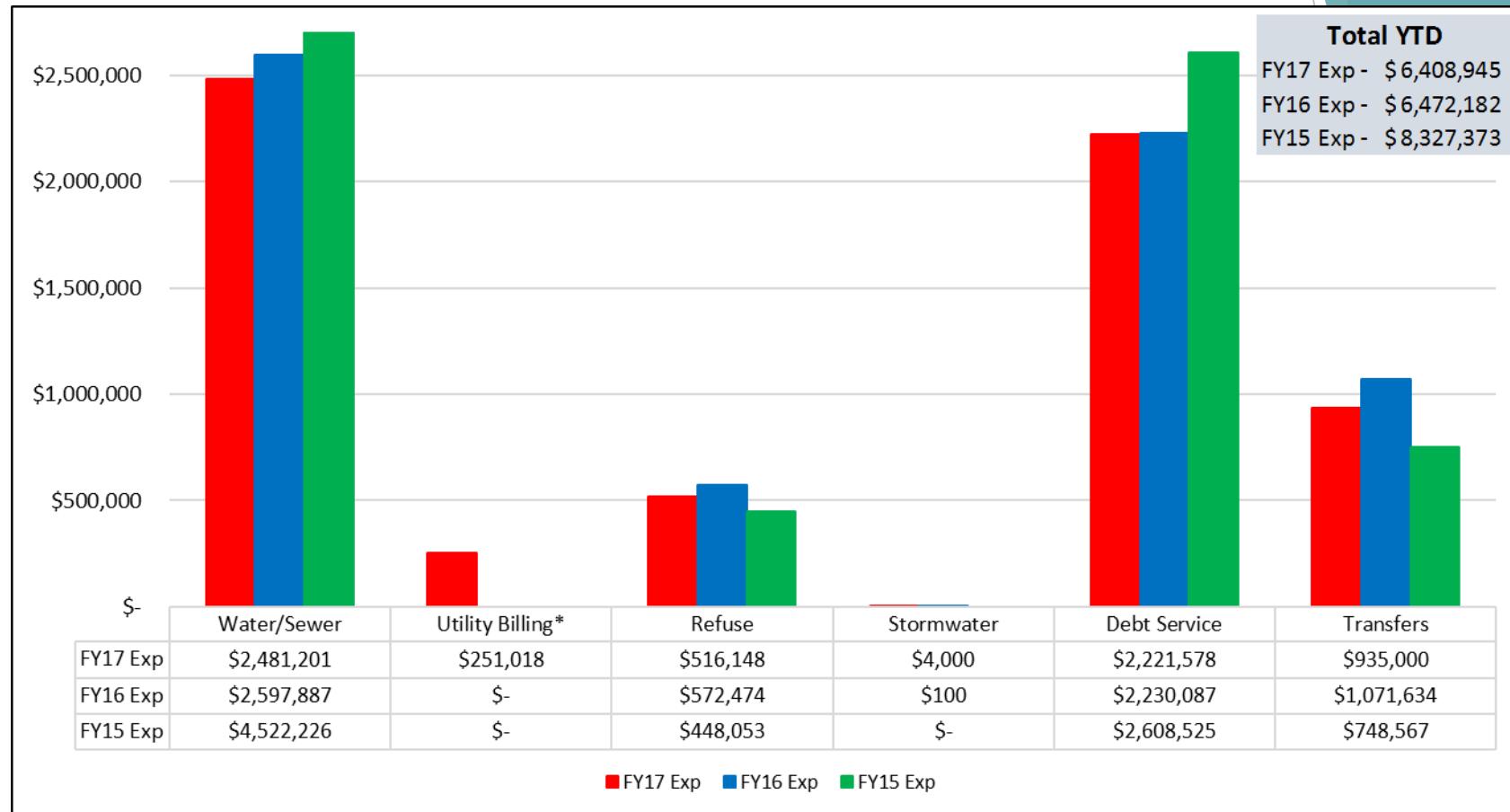
Revenues as of May 31, 2017



- Revenue spike in May, 2015 (FY15) reflects a transfer of \$500,000 from the GIA to cover legal settlement costs with Creek County Rural Water District #2

Glenpool Utility Services Authority

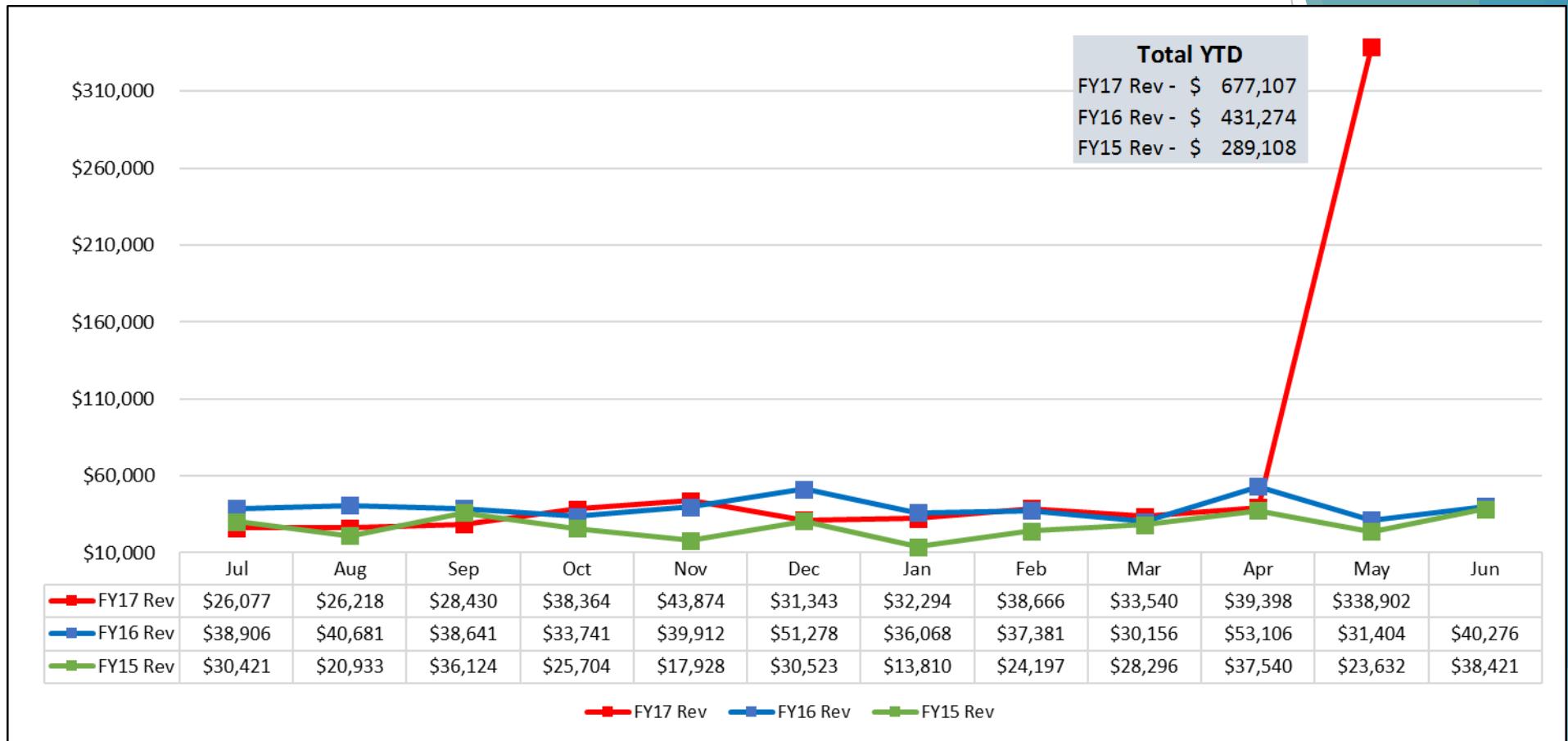
Expenses as of May 31, 2017



- Utility Billing was reported with Water/Sewer in FY15 and FY16
- FY15 Debt Service includes \$500,000 payment to Creek County Rural Water District #2
- FY16 Debt Service includes \$125,000 payment to Creek County Rural Water District #2

Glenpool Industrial Authority

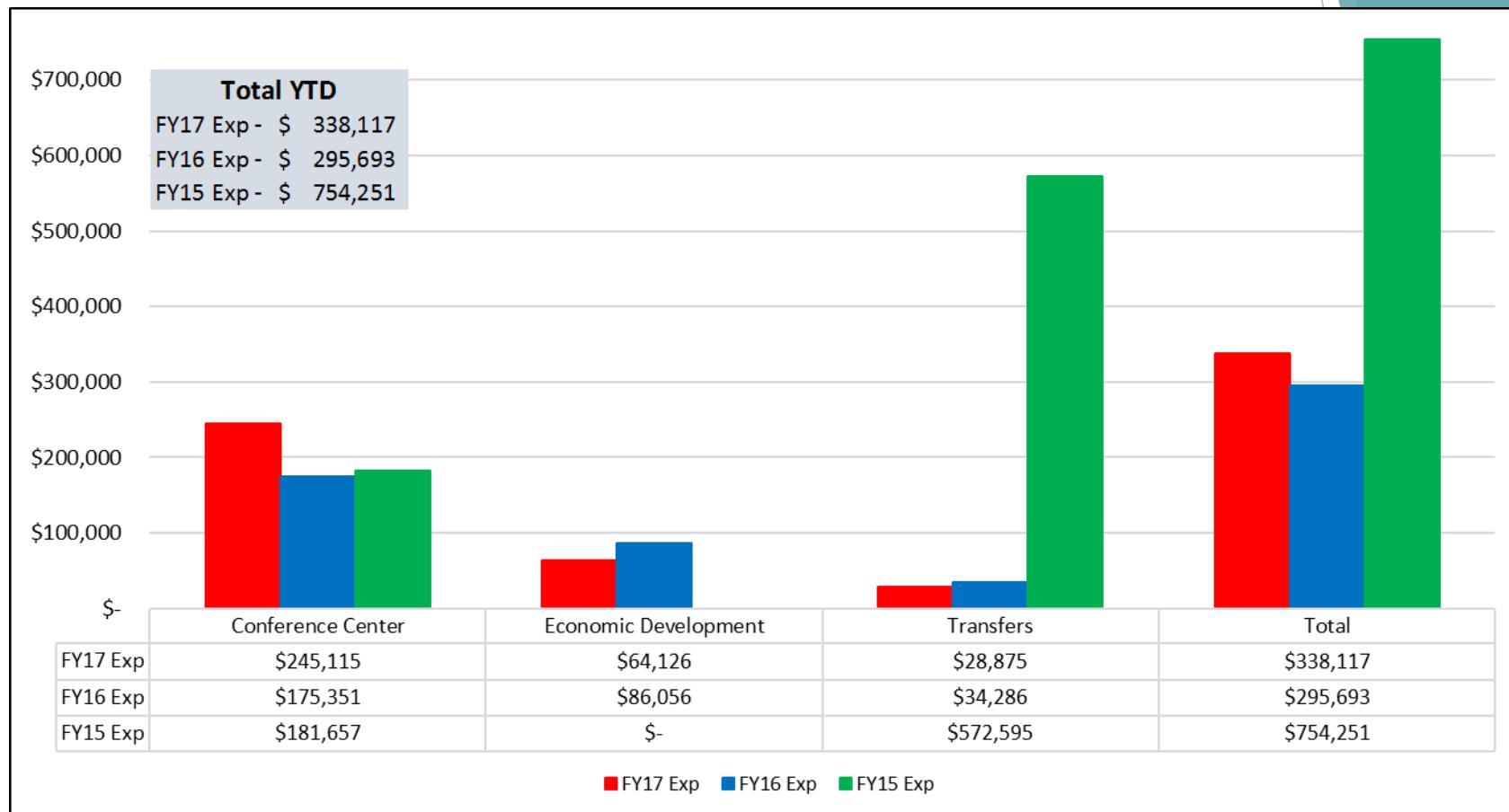
Revenues as of May 31, 2017



- May FY17 includes \$312,030 in development reimbursements from St. Francis

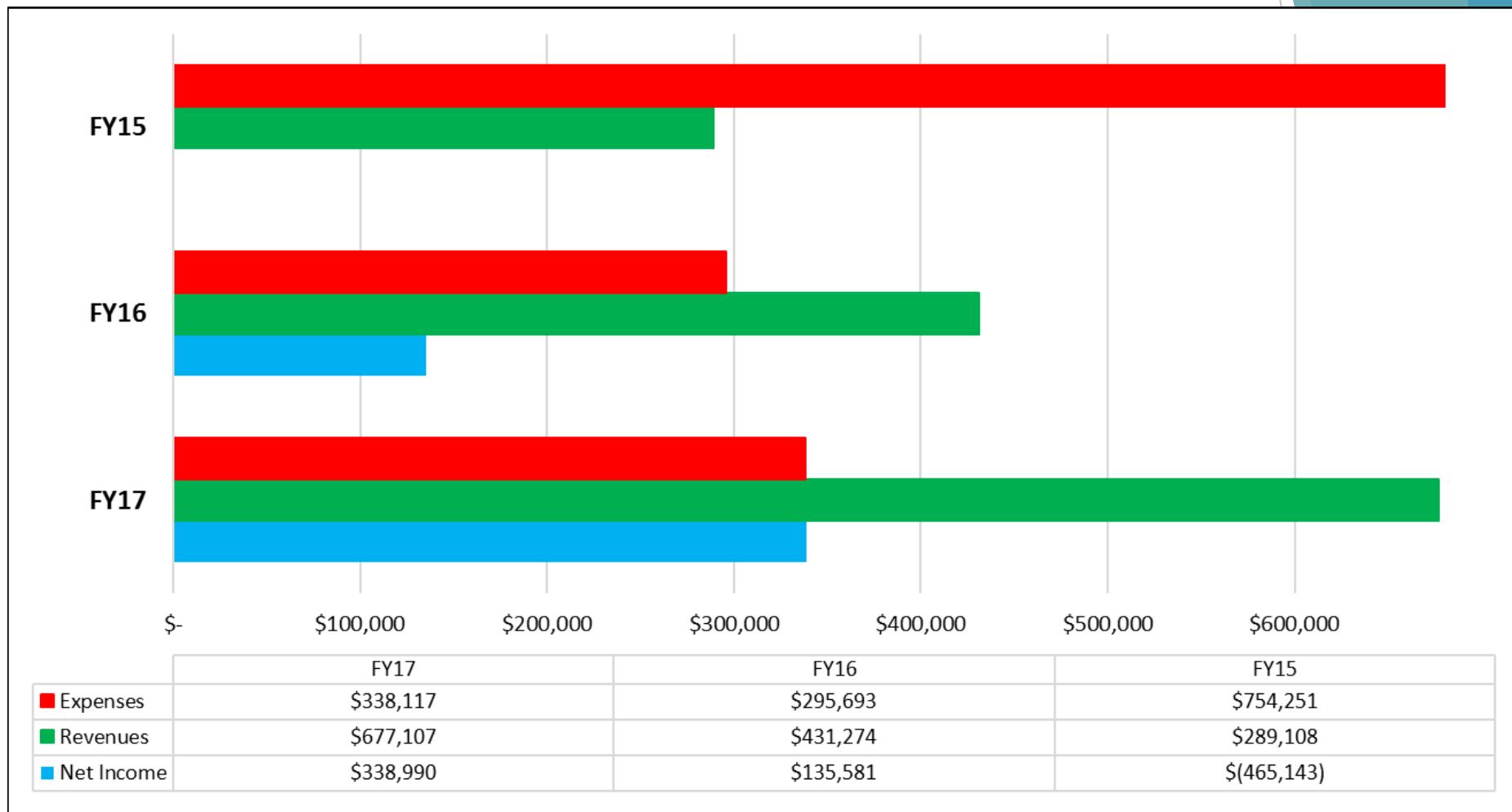
Glenpool Industrial Authority

Expenses as of May 31, 2017



Glenpool Industrial Authority

Net Income as of May 31, 2017



Move Glenpool Forward

Progress as of May 31, 2017

Project	Status	Allocated Budget	Budget Adj.	Final Budget	Expended to Date
Proposition 1 (0.29%)					
Signalization & Infrastructure 151st St.	IP	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 750,000
Economic Development Projects	NS	1,035,337	-	1,035,337	-
Wastewater Treatment Plant Design/Permitting	NS	550,000	-	550,000	-
South County Soccer Complex Field Lighting	NS	150,000	-	150,000	-
Turf Equipment Parks	NS	30,000	-	30,000	-
Automatic Meter Reading Conversion	IP	850,000	27,284	877,284	877,284
Snow Plow	NS	150,000	-	150,000	-
Storm Water Imp. Eden South	NS	500,000	-	500,000	-
Storm Water Imp. Main St. @ Hwy 75	NS	100,000	-	100,000	-
Storm Water Imp. 141st St. @ Hwy 75	NS	100,000	-	100,000	-
Storm water Imp. Rolling Meadows	NS	300,000	-	300,000	-
Storm Water Imp. Vancouver Avenue	NS	50,000	-	50,000	-
Storm Water Imp. Fern Avenue	NS	600,000	-	600,000	-
Storm Water Imp. Hickory Pl	NS	350,000	-	350,000	-
Kendalwood Park Rehab	NS	200,000	-	200,000	-
Lift station Rehab Project - Oak Street	NS	132,500	-	132,500	-
Lift station Rehab Project - Eden South	NS	280,000	-	280,000	-
Signalization of 141st St & Elwood	NS	410,000	-	410,000	-
Signalization 121st Street & Elwood	NS	150,000	-	150,000	-
Lane Impr. 121st Street Elwood to Hwy 75	NS	635,000	-	635,000	-
Lane Impr. Elwood 141st St to 151st St	NS	2,350,000	-	2,350,000	-
Lane Impr. Warrior Road	IP	750,000	-	750,000	-
		\$ 11,672,837	\$ 27,284	\$ 11,700,121	\$ 1,627,284
Proposition 2 (0.26%)					
Public Safety Radio System	IP	\$ 1,250,000	\$ 35,079	\$ 1,285,079	\$ 1,285,079
Police Vehicles	IP	3,000,000	-	3,000,000	239,258
PD Mobile Computer System	NS	208,000	-	208,000	-
Firing Range/Training Center	NS	100,000	-	100,000	-
PD Capital Improvements	NS	1,100,000	-	1,100,000	-
Fire Apparatuses and Equipment	IP	4,640,000	-	4,640,000	788,967
Firefighter Air packs	IP	250,000	-	250,000	-
		\$ 10,548,000	\$ 35,079	\$ 10,583,079	\$ 2,313,304
Total Props 1 and 2		\$ 22,220,837	\$ 62,363	\$ 22,283,200	\$ 3,940,588
Proposition 3 (0.55%)					
Hire 7 additional Firefighters	C				
Hire 5 additional Police Officers	C				

NS= Project not yet started, IP= Project in progress, C= Project is complete

**MINUTES
CITY COUNCIL
MEETING
July 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: Lowell Peterson, City Attorney; Susan White, Interim City Manager/City Clerk; Julie Casteen, Finance Director; Lynn Burrow, Community Development Director; Rick Malone, City Planner; and Dennis Waller, Police Chief.

Also present were Rev. Jason Yarbrough, First Baptist Church; Ryan McCarty, Select Design; John Lindsay; Mary Huckabee; and Eric Sack.

- A) Mayor Fox called the meeting to order at 6:03 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Rev. Jason Yarbrough offered the invocation.**
- D) Mayor Fox led the Pledge of Allegiance.**
- E) City Manager Report – Susan White, Acting City Manager**
 - Ms. White updated the Council on the recent fireworks season.
 - Offered a report on the OMAG 40th Anniversary conference. Ms. White described two new rebate programs offered by OMAG.
 - Reported on the progress of the radio-read water meter installation project.
 - Reminded the Council that Glenpool is the host city for the upcoming CMAO Summer Conference, July 12-14.
- F) Mayor Report – Timothy Fox, Mayor**
 - Mayor Fox reported that he has been busy attending meetings.
- G) Council Comments**
 - None.
- H) Public Comments**
 - None.
- I) Scheduled Business**
 - 1) Discussion and possible action to approve minutes from June 19, 2017.**
MOTION: Councilor Kearns moved, second by Vice Mayor Ceesay to approve minutes as presented.

FOR: Vice Mayor Ceesay; Mayor Fox; Councilor Kearns

AGAINST: None

ABSTAIN: Councilor Lund; Councilor Agee (each were absent on June 19)

Motion carried.

- 2) **Discussion and possible action to adopt Resolution No. 17009, whereby the Council affirms its annual review and endorsement of the Code of Ethics and directs the Planning Commission and Board of Adjustment to take corresponding action, all as required by Section 20 Thereof, tabled from June 19, 2017 Regular Session.**

MOTION: Councilor Lund moved, second by Councilor Agee, to adopt Resolution No. 17009, Code of Ethics as presented.

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

AGAINST: None

Motion carried.

- 3) **Discussion and possible to enter into executive session for the purpose of discussing confidential communications between the City Council and the City Attorney concerning a pending action in the Tulsa County District Court because the City Council, with the advice of the City Attorney, has determined that disclosure will seriously impair the ability of the City Council to process such pending action; *to wit: Summit Properties, Inc., v. City of Glenpool, Case No. CJ-2016-2222.***

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

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

AGAINST: None

Motion carried.

Councilmembers, Lowell Peterson, and Rick Malone exited to the Executive Session chambers at 6:17 p.m.

- 4) **Discussion and possible action to reconvene in Regular Session.**

MOTION: Councilor Agee moved, second by Councilor Kearns to reconvene in Regular Session at 7:03 p.m.

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

AGAINST: None

Motion carried.

- 5) **Discussion and possible action to adopt Ordinance No. 737, An Ordinance Amending Ordinance No. 458, By Rezoning Certain Property Described Herein From Agriculture (AG) and Residential Single Family High Density (RS-3) To Residential Single Family Highest Density District (RS-4) and Commercial**

Shopping District (CS), Under Application GZ-260; And Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith.

Rick Malone, City Planner offered staff support and recommended approval of the proposed zoning change, noting the proposed development conforms to the Glenpool Zoning Code and Comprehensive Plan.

Ryan McCarty, Select Design presented the proposed development and described the plans in detail. John Lindsay, abutting property owner; Mary Huckabee, Attorney for Mr. Lindsay; and Eric Sack, P.E. each spoke in opposition to the development and proposed zoning amendment for various reasons.

MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to approve Ordinance 737 as presented.

FOR: Vice-Mayor Ceesay; Councilor Agee

AGAINST: Councilor Kearns; Councilor Lund; Mayor Fox

Motion failed.

6) Discussion and possible action to adopt Ordinance No. 738, An Ordinance Amending Ordinance No. 458, Approving Planned Unit Development (PUD) Number 36 Zoning District Designation For Single Family Residential and Commercial Shopping Uses; And Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith.

Item 6 became moot and was removed from the Agenda because it was linked to action taken in Item 5.

7) Discussion and possible action to enter into Executive Session for the purpose of conferring on matters pertaining to economic development, such that public disclosure of the matter would interfere with the development of products or services or would violate the confidentiality of the business, pursuant to Title 25 O.S. § 307.C.10.

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

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

AGAINST: None

Motion carried.

Councilmembers, Interim City Manager and Mandy Vavrinak, Crossroads Communications entered Executive Session Chambers at 8:49 p.m.

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

MOTION: Councilor Lund moved, second by Councilor Agee, to reconvene in Regular Session at 9:20 p.m.

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

AGAINST: None

Motion carried.

9) Discussion and possible action to approve a Professional Services Contract with Crossroads Communications, LLC pertaining to economic development consulting services for FY 2017-2018.

Ms. White recommend approve of the Professional Services Contract with Crossroads Communications.

MOTION: Vice Mayor Ceesay moved, second by Councilor Agee, to approve the Professional Services Contract with Crossroads Communications, LLC pertaining to economic development consulting services for FY 2017-2018.

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

AGAINST: Councilor Kearns

Motion carried.

Councilor Agee requested a recess to convene into the subsequent Trust meetings.

MOTION: Councilor Agee moved, second by Vice Mayor Ceesay, to recess and convene into the scheduled Trust meetings at 9:21 p.m.

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

AGAINST: None.

Motion carried.

MOTION: Councilor Kearns moved, second by Agee, to resume the City Council Regular Session at 9:48 p.m.

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

AGAINST: None.

Motion carried.

10) Discussion and possible action to enter into Executive session to discuss the employment and hiring of a City Manager, including discussing specific candidates for the position of City Manager, discussing terms of employment for City Manager position, and interviewing potential candidates for City Manager, the disclosure of which would violate the confidentiality of the applicants under state or federal law, pursuant to Title 25, Section 307(b)(1) and (7) of the Oklahoma Statutes (Open Meeting Act.)

MOTION: Councilor Lund moved, second by Councilor Agee, to convene into Executive Session for the purpose stated.

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

AGAINST: None

Motion carried.

Councilmembers exited to Executive Session chambers at 9:48 p.m.

Councilor Agee departed the meeting at approximately 11:00 p.m.

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

MOTION: Vice Mayor Ceesay moved, second by Councilor Lund, to reconvene in Regular Session at 12:02 a.m.

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

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

12) Discussion and possible action to authorize the Mayor and Vice Mayor to enter into contract negotiations with potential City Manager candidate.

MOTION: Councilor Kearns moved, second by Vice Mayor Ceesay, to authorize the Mayor and Vice Mayor to enter contract negotiations with the City Manager candidate that was interviewed.

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

AGAINST: None

ABSENT: Councilor Agee

Motion carried.

J) Adjournment.

- Meeting was adjourned at 12:09 a.m.

Date

Mayor

ATTEST:

City Clerk



Date: July 17, 2017

To: Honorable Mayor and City Council

From: Susan White, Interim City Manager/City Clerk

Re: INCOG MOU

Background

INCOG maintains the 911 electronic map street layer and master street and address guide (MSAG) for the City of Glenpool. Among their duties, INCOG updates and maintains the electronic street files which are accessed for 911 purposes and used to efficiently dispatch emergency vehicles.

In return for the service provided, the City agrees to pay INCOG \$2,308.26 annually. This amount is equivalent to the amount we paid last fiscal year.

Recommendation

Staff recommends approval.

Attached

- MOU

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE INDIAN NATIONS COUNCIL OF GOVERNMENT (INCOG) & GLENPOOL**

This Memorandum of Understanding outlines the duties of INCOG and Glenpool to maintain the 9-1-1 electronic map street layer and the master street and address guide (MSAG).

Glenpool desires to maintain the accuracy of its street layer used in its 9-1-1 center for locating callers and directing emergency personnel to the correct location, to update and maintain the MSAG, which is the database containing the address information necessary to locate 9-1-1 caller and plot the call on the electronic map, and to verify the correct routing of wireless cell towers to its jurisdiction.

INCOG desires to assist Glenpool by taking performing the following tasks.

1. INCOG will acquire all newly platted subdivisions, new streets, street closures and any alterations of fire, police and ambulance districts promptly upon approval by the governing body.
2. Using the information acquired, INCOG will:
 - a. Update and maintain an accurate emergency services number (ESN) map layer,
 - b. Update and maintain accurate street files based on the updated ESN layer,
 - c. Draw and segment newly platted street segments on the map,
 - d. Input MSAG database entry of newly platted streets,
 - e. Identify and correct MSAG data errors,
 - f. Identify and correct street mapping errors, and,
 - g. Provide quarterly the newly updated street file to the 9-1-1 center.
3. INCOG will acquire the geo-coded location of all cell phone towers for wireless service providers that have deployed Phase II wireless service in Tulsa County.
4. Using the information acquired INCOG will:
 - a. Place the cell tower location on the map,
 - b. Calculate the footprint of the tower based on data provided by the wireless service provider, and,
 - c. Establish or verify the routing for each tower to the correct PSAP.

Glenpool agrees to pay INCOG \$2,308.26 for the performance of its duties outlined in this agreement. Payments shall be made upon receipt of an invoice from INCOG in the total amount.

This Memorandum of Understanding shall become effective July 1, 2017, and continue until June 30, 2018. This MOU may be extended in time or amended upon written agreement of the parties.

**INDIAN NATIONS COUNCIL OF
GOVERNMENTS**


Chair of the Board

CITY OF GLENPOOL

(Name)
(Title)

(Clerk)
(seal)



Date: July 17, 2017

To: Honorable Mayor and City Council

From: Susan White, Interim City Manager/City Clerk

Re: OML Membership

Background

Per the OML website, they provide a variety of services to their members which include:

- Maintaining a reference library;
- Sponsoring conferences, meeting and training programs;
- Offering a variety of personnel and labor relations services;
- Promoting state and federal legislation helpful to local governments;
- Answering inquiries and producing numerous publications.

The membership dues for this year are \$9,202.45, an increase over last year of \$627.71.

Recommendation

Staff recommends council consideration to approve.

Attached

- Invoice

Oklahoma Municipal League
73-6017917
201 NE 23rd
Oklahoma City OK 73105-3199

Bill To: GLENPOOL
12205 S YUKON AVE
GLENPOOL OK 74033

Ship To: GLENPOOL
ACCOUNTS PAYABLE
12205 S YUKON AVE
GLENPOOL OK 74033

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.	
	720400			DUE UPON RECEIPT	0/0/0000	91,108	
Quantity	Item Number	Description		UOM	Discount	Unit Price	Ext. Price
1.00	SFEES	2017-2018 OML Annual Service Fees		Cents	\$0.00	\$9,202.45	\$9,202.45

Please return a copy of invoice with remittance

Subtotal	\$9,202.45
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$9,202.45

01-6-01-6281

RECEIVED
JUL 05 2017
BY APP=FIN, GLENPOOL

2018



STAFF REPORT

To: HONORABLE MAYOR AND CITY COUNCIL
From: Lowell Peterson, City Attorney
Date: July 17, 2017
Subject: Sale of Former City Hall Property at 141st Street South and Hwy US75, to Glenpool Public Schools, Independent District No. 13

Background:

Plans have been made for the sale by the City of Glenpool to the Glenpool Public Schools of the City-owned property at 141st Street South and Hwy US75. Terms of the purchase and sale contract are attached. Title work has commenced with the issuance of an ALTA survey of the property and a title insurance commitment. Council will recall that it approved on June 5, 2017, a sublease of these premises from the current tenant, Tulsa Community College, to GPS to occupy and put the building to good use.

Essential terms of the purchase and sale contract include:

- Purchase Price of \$750,000.00, with earnest money of \$2,000.00 to be held by the title company.
- Upon execution of the contract, GPS will have a 120-day due diligence/inspection period to identify any physical or title encumbrances on the property, which the City has the option to cure and GPS has the option to terminate the contract if such encumbrances are not cured to its satisfaction.
- Closing is scheduled to occur within 21 calendar days following expiration of the due diligence/inspection period if all property and title conditions are acceptable to GPS.

Staff Recommendation:

Staff recommends that the Council approve and authorize the Mayor to execute the attached contract for sale of property to the Glenpool Public Schools.

Attachments:

- Contract for Sale of Real Estate
- Exhibit A, Legal Description

CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale of Real Estate is made and entered into as of the latter date executed by either party below (the “**Effective Date**”) by and between the **City of Glenpool**, an Oklahoma municipal corporation operating in accordance with Title 11 §§ 10-101 – 121 of the Oklahoma Statutes (Municipal Code) as a Council-Manager form of city government (“**Seller**,” or “**City**”) and Glenpool Public Schools Independent District No. I-13, an Oklahoma independent public school district operating in accordance with Title 70 §§ 5-101 – 5-190 of the Oklahoma Statutes (School Code) (“**Buyer**” or “**District**”).

1. **Property and Current Ownership.** City is the owner in fee of the following-described real property having a street address of 140 W. 141st Street, Glenpool, Oklahoma 74033 (the “**Property**”):

[See Schedule A attached hereto and incorporated by reference herein.]

2. **Power to Buy and Sell.**

A. Pursuant to Title 70 § 5-117A.7. of the School Code, District has the authority to acquire sites and equipment for the operation of public schools or conversion schools by the express approval of a majority of the governing board (School Board).

B. Pursuant to Title 11 § 22-101(3) of the Oklahoma Municipal Code, City has the power to sell and convey any real or personal property owned by the municipality and make orders respecting the same as may be conducive to the best interests of the municipality by the express approval of a majority of the governing body (City Council).

C. By signature of the Chair of the School Board to this Contract, the School Board, as governing board of the District, hereby attests that the sale contemplated by this Contract was approved by majority vote of a quorum of the School Board in duly noticed regular session on _____, 2017.

D. By signature of the Mayor of the City to this Contract, the City Council, as governing body of the City, hereby attests that the sale contemplated by this Contract was approved by majority vote of a quorum of the City Council in duly noticed regular session on _____, 2017.

3. **Agreement to Sell and Purchase; Consideration.** Seller agrees to sell and Buyer agrees to purchase the Property under the terms described in this Contract for a purchase price of SEVEN HUNDRED FIFTY THOUSAND and no/100 dollars (\$750,000.00) (“**Purchase Price**”). The Purchase Price shall be paid in the following manner: Buyer agrees to pay to Seller TWO THOUSAND and no/100 dollars (\$2,000.00) upon execution of this Contract as an earnest money deposit (“**Earnest Money Deposit**”) to be deposited into escrow with the Title Company (as defined herein) upon execution of this Contract. All funds on deposit shall be applied to the Purchase Price on the Closing Date (“**Closing**” and “**Closing Date**” have the meaning as these terms are conventionally construed in real estate transactions to have and signify the event and date

upon which possessory interest and title to the Property shall be exchanged for the Purchase Price as sufficient consideration, subject to the terms and provisions of this Contract). The Earnest Money Deposit shall be refundable to Buyer if Buyer elects during the Inspection Period described below to not proceed with the purchase and exchange transactions contemplated by this Contract. The Earnest Money Deposit shall be held in escrow until Closing by Tulsa Abstract & Title Company, 612 S. Denver, Tulsa, Oklahoma 74119-1097, (918) 582-5777 (the “**Title Company**”).

4. Inspection Period.

A. During the period beginning with the Effective Date and ending on the date which is one-hundred and twenty (120) calendar days following the Effective date (the “**Inspection Period**”), Buyer’s agents, employees, independent contractors, engineers, surveyors and representatives shall have the right to enter upon the Property for the purpose of making tests, borings, inquiries, surveys and examinations of the elevations, engineering, soil and environmental conditions, fire protection, sewer, electricity, water, and the availability and presence of utilities on or adjacent to the Property, the physical condition of the Property, and any and all other matters that Buyer deems relevant to its inspection and intended use of the Property (such tests, borings, inquiries, surveys and examinations are collectively the “**Tests**”).

B. Seller shall deliver to Buyer, within ten (10) business days after the Effective Date, any Tests and other relevant information Seller may possess regarding the Property, including without limitation:

- (i) Copies of any environmental reports, audits, studies or Tests regarding the Property which the Seller has in its possession;
- (ii) Copies of all licenses, permits and approvals relating to the Property and the use thereof;
- (iii) Any notices, reports, orders, citations, correspondence or memoranda received by the Seller from any governmental agency, unit, division or department concerning the Property and the use thereof;
- (iv) All contracts, leases, subcontracts or other agreements, utility service agreements, flood water control or retention documents relating to the Property and/or its development which the Seller has in its possession;
- (v) Copies of all contracts or other documents related to any intangible or tangible personal property owned by Seller and located on the Property or used in the ownership, operation and maintenance of the Property; and
- (vi) Copies of any title insurance policies covering the Property which the Seller has in its possession.

C. Buyer shall use all reasonable efforts to conduct Buyer’s inspections and Tests in a manner which will minimize interference with the use and occupancy of the Property by Seller or Seller’s tenant and Buyer shall indemnify, protect, defend and hold Seller harmless from and against any and all claims, demands, losses, liabilities, costs, fees, and expenses (including attorney’s and consultant’s fees) arising out of or related to Buyer’s entry into the Property in connection with any testing or investigation performed pursuant to this Section 4 of this Contract.

D. On or before expiration of the Inspection Period, Buyer shall have satisfied itself with respect to the following:

- (i) Buyer may use the Property for all purposes for which Buyer intends to utilize the Property without being in violation of any zoning classification, land use classification, environmental requirement, or any other land restriction or use classification or requirement established by any private entity or governmental or other authority having legal jurisdiction or authority thereover;
- (ii) The Property has or will have adequate parking and ingress and egress for vehicular and pedestrian traffic to and from adjacent public and private streets to meet the need of Buyer's operations; and
- (iii) The provisions of any existing reciprocal or operating easement agreement or like instrument and any restrictive or affirmative covenants applicable to the Property shall be acceptable to Buyer in all respects, in Buyer's sole and absolute discretion.

E. If, during the Inspection Period, the Buyer deems any condition(s) of the Property unacceptable for any reason whatsoever and in Buyer's absolute and sole discretion, then Buyer shall promptly present to Seller by written notice any objections which Buyer may have with respect to the condition of the Property and Seller shall have twenty-one (21) calendar days or such reasonably longer period as agreed to by the parties to remove or mitigate such condition(s) to the satisfaction of Buyer in Buyer's sole determination. If Seller fails, in the sole determination of Buyer, to remove or mitigate such condition(s) to Buyer's satisfaction, then Buyer may give written notice to Seller on or before expiration of the Inspection Period of Buyer's intention to terminate this Contract, in which event Seller shall return the Earnest Money Deposit, the parties shall have no further obligations to one another and this Contract will be null and void.

F. Except for the condition described in Paragraph E of Section 5, if Buyer fails to (i) investigate and inspect the Property as provided in this Section 4; or (ii) deliver such notice of objection(s) in the manner specified, Buyer shall be deemed to accept the Property in exactly the condition which existed at the expiration of the Inspection Period. Unless otherwise agreed in writing, Buyer, by Closing and taking possession of the Property, shall be deemed to have accepted the Property in its then condition, including fixtures and equipment, if any. **No warranties, express or implied by Seller or Seller's agents or employees, with respect to the condition of the Property or any fixtures or equipment thereon shall be deemed to survive the Closing.**

5. Title Commitment and Policy.

A. Within five (5) business days after the Effective Date, Seller shall cause to be delivered to Buyer for examination by Buyer an abstract covering the Property and a title insurance commitment (the "**Title Commitment**") issued by the Title Company in the sum of the Purchase Price and written on an American Land Title Association (ALTA) Owner's Policy form or its equivalent, together with copies of all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, and any other instruments listed in Schedule B of the Title Commitment potentially affecting merchantability of title to the Property (the "**Exceptions**").

B. The Title Commitment shall constitute the commitment of the Title Company to issue to Buyer, at Seller's expense, an owner's title insurance policy (the "**Title Policy**") on the then

current standard ALTA Form B policy form, in the amount of the Purchase Price, insuring that, at the time of recording of the Deed, there is vested in Buyer merchantable fee simple title to the Property, subject only to those matters set forth therein. Seller agrees to furnish to the Title Company, on or before the Closing Date, an affidavit in form satisfactory to the Title Company for the purpose of deleting from the Title Policy the standard exceptions relating to the mechanic's liens and rights or claims of parties in possession and allowing the Title Company to insure over or offer affirmative coverage against any accrued private assessment or other accrued obligation of Seller (or its predecessors) that may exist under any document of record.

C. Within ten (10) business days after the Effective Date, Seller shall cause to be delivered to Buyer a survey of the Property as prepared by a licensed professional land surveyor in a form acceptable to the Title Company (the "**Survey**") for purposes of delineating all title exceptions in the Title Commitment which are then capable of being shown in the Survey, provided that such Survey shall be performed and authenticated in accordance with standards established by the American Land Title Association (ALTA). The Title Commitment shall permit, at Seller's sole cost and expense, deletion of the standard Exceptions contained in the Title Commitment relative to survey matters. The description of the Property in the deed to be issued at Closing shall conform to the legal description contained in the Survey.

D. Except for the condition described in Paragraph E of this Section, Buyer shall have twenty-one (21) calendar days after receipt of the Title Commitment, the Exceptions and the Survey to object in writing to any matters which Title Company has disclosed regarding merchantability of title. No matter shall constitute a valid objection to title unless it is so construed under the Title Examination Standards of the Oklahoma Bar Association. If Buyer so objects, Seller shall have the right, but not the obligation, at Seller's sole cost and expense, to cure such matters before expiration of the Inspection Period or in such other reasonable time as the Parties may agree. Any such matters shall be deemed cured if Seller obtains the agreement of the Title Company to issue the Title Policy to Buyer without making exception for such matters or to provide affirmative insurance reasonably acceptable to Buyer against such matters. If Seller fails to cure such matters prior to the Closing Date, Buyer may (i) cancel this Contract by notice to Seller, in which event neither party shall have any further obligation under this Contract and Seller shall return the Earnest Money Deposit to Buyer and this Contract shall be rendered null and void; or (ii) waive objection to such matters as remain uncured and proceed to close the transaction, in which event the matters giving rise to objection shall be deemed "**Permitted Exceptions**."

E. It is expressly acknowledged and agreed by the Parties to this Contract that there exists a discrepancy between the legal description of the Property as identified on Exhibit A hereto and the on-site physical location of improvements to the Property with the results that: (i) a portion of the westernmost boundary of the Property as situated on-site and improvements thereon are outside the boundary lines of the legal description of the Property and encroach on property described as Stewart's Plat of Glenpool and is further subject to right-of-way easement held by the Oklahoma Department of Transportation: and (ii) a portion of the southernmost boundary of the Property as situated on-site and improvements thereon are outside the boundary lines of the legal description and encroach on property described as Lot 1 Block 1 of the Linda-Mar Addition to the City of Glenpool. The Parties expressly agree that the conditions as described affect merchantability of title. Further, Seller hereby acknowledges Buyer's objection to the conditions. Seller shall have the right, but not the obligation, at Seller's sole cost and expense, to lawfully

obtain and record in the office of the Tulsa County County Clerk, before expiration of the Inspection Period or in such other reasonable time as the Parties may agree, such instruments of conveyance from the applicable holders of title and easements with respect to the foregoing discrepancy sufficient to vest in Buyer merchantable title to the entirety of the Property as situated on-site, including all improvements thereto.

F. It is further acknowledged and agreed by the Parties to this Contract that curing the discrepancy between the legal description of the on-site physical location of improvements to the Property may result in the issuance of an amended owner's title insurance policy ("Amended Title Policy") on the then current standard ALTA Form B policy form, in the amount of the Purchase Price, insuring that, at the time of recording of the Deed, there is vested in Buyer merchantable fee simple title to the Property, subject only to those matters set forth therein. If Seller fails to effect such cure prior to the Closing Date, this Contract shall be rendered null and void, and neither party shall have any further obligation under this Contract provided that Seller shall return the Earnest Money Deposit to Buyer; however, Buyer, by written notice, and within its sole discretion, may waive objection to such matters as remain uncured and proceed to close the transaction, in which event all objections otherwise pertaining to the foregoing disclosed discrepancy shall be deemed waived and Buyer shall accept all such liability as may be associated therewith.

G. Except as otherwise provided by subsection F. of this Section 5, as of the Closing Date, the Title Company shall issue the Title Policy to Buyer expressly insuring against the claims of any person(s) in possession of all or any part of the Property and the claims of any mechanic or materialman and taking exception to only the Permitted Exceptions, together with such endorsements for access, parking and zoning classification as may be reasonably required by Buyer. The cost of preparing the abstract of the Property previously delivered to Buyer and the premium charged by the Title Company for the Title Policy shall be borne by Seller. The costs for any post-Closing amendments to the abstract shall be paid by Buyer;

6. Representations and Warranties.

A. Seller makes the following covenants, representations and warranties to Buyer as of the date of this Contract and as of the Closing Date (unless otherwise indicated below):

- (i) Seller represents that, except for the conditions described in Paragraph E of Section 5, above, to the best of its knowledge and belief, Seller has merchantable fee simple title to the Property and it is free and clear from any liens or encumbrances of any sort whatsoever except Permitted Exceptions and any liens that will be released at or prior to Closing.
- (ii) All mortgages and liens affecting the Property, if any, shall be terminated and released at or before Closing.
- (iii) Seller has not granted and will not grant to any person any right or option to purchase the Property or any part thereof while this Contract remains in effect.
- (iv) No insurance company insuring the Property has given to Seller any notice of any violations of the terms of any policies or setting forth any alterations, improvements, repairs or requirements which have not been fully remedied or complied with, and if Seller receives such notice prior to the Closing Date, Seller shall notify Buyer of such notice.

(v) To the best of Seller's knowledge and belief, there are no existing, pending or threatened litigation, suit, action, claim, judgment, arbitration, or legal, administrative, or other proceeding or governmental investigation against or affecting Seller or the Property. Seller shall promptly notify Buyer if Seller is so notified of any such litigation, suit, action, claim, judgment, arbitration, or legal, administrative, or other proceeding or governmental investigation regarding the Property. Seller is not aware of violations of any zoning, building, fire, health, or other codes or governmental requirements related to the Property.

(vi) No service contracts or unpaid bills exist with respect to construction, repair or maintenance of the Property which will continue beyond the Closing Date or may bind the Property or the Buyer and, as of the Closing Date, no lease or other encumbrance shall affect all or any part of the Property and no person(s) shall occupy all or any part of the Property.

(vii) Seller has not received notice that its ownership, use, maintenance or operation of the Property does not currently comply with any applicable federal, state, county or local statutes, regulations, rules, ordinances, codes, licenses or permits of any governmental authority, including those relating to environmental matters and, to Seller's knowledge, neither the Property nor its use is in violation of any governmental statute, regulation, rule, ordinance or code.

(viii) To the best of Seller's knowledge and belief, no Hazardous Substance (as defined herein) exists in, on or under the Property, and the Property has never been used as a landfill or dump site. Seller has not stored, generated, manufactured or disposed of any Hazardous Substance in, on or under the Property, and has not permitted the Property to be used for storage, generation, manufacturing or disposal of any Hazardous Substance. Seller does not know of any prior storage, generation, manufacturing or disposal of any Hazardous Substance in, on or under the Property, or the assertion of any environmental or other lien on the Property by any governmental agency, authority or instrumentality to secure the cost and expense of removing or neutralizing any Hazardous Substance stored, generated, manufactures or disposed in, on or under the Property. No underground storage tank is located on the Property. **"Hazardous Substance"** shall mean any hazardous or toxic materials, pollutants, contaminants, or hazardous or toxic wastes as defined and regulated in any applicable federal, state, county or municipal law, rule, regulation or ordinance.

(ix) Seller shall satisfy any and all claims for mechanics' or materialmen's liens against the Property, if any, that are incurred by Seller or its agents on or prior to Closing, and shall indemnify and hold harmless and protect the Property from any and all loss due to such claims; *provided that*, Seller shall have the right to contest any such claims so long as a bond is posted by Seller and/or other procedures reasonably acceptable to Buyer are followed in order to protect all interest of Buyer in the Property.

(x) The execution, delivery, and performance of this Contract is a duly authorized, valid and legally binding obligation of Seller, enforceable in accordance with its terms. The execution and performance of this Contract will not result in a breach or default of any material agreement, instrument, order, judgment, or decree to which Seller is a party or by which the Property is bound. Nor, to the best of Seller's knowledge and belief, will

execution and performance of this Contract violate any provision of any applicable law which materially affects the Property or any anticipated business or operations of the Buyer.

(xi) No other consent is required from any court, governmental entity, or other person in connection with the execution and performance of this Contract except those consents and approvals described in this Contract.

B. Buyer makes the following covenants, representations and warranties to Seller as of the date

(i) Buyer is a legally constituted Oklahoma and Tulsa County public school district and possesses all requisite power and authority to consummate the transactions contemplated by this Contract.

(ii) The execution, delivery, and performance of this Contract is a valid and legally binding obligation of Buyer, enforceable in accordance with its terms and, to the best of Buyer's knowledge and belief, there exists no limitation of its enforcement by any laws, ordinances, rules or regulations affecting enforcement.

(iii) The execution and performance of this Contract will not, to the best of Buyer's knowledge and belief, result in a breach or default of any material contract, agreement, instrument, order, judgment, or decree to which Buyer or any affiliate is a party or which relates to the business operations of Buyer. Nor will execution and performance of this Contract violate any provision of any applicable law which materially affects the business operations of Buyer.

(iv) To the best of Buyer's knowledge and belief, no other consent is required from any court, governmental entity, or other person in connection with the execution and performance of this Contract except any consents and approvals described in this Contract.

(v) Buyer will not take or cause any action to be taken before Closing that causes or could cause mechanics' or materialmen's liens to be filed against the Property.

C. All representations and warranties made by the Parties in this Contract shall be true in all material respects as of the date of this Contract and as of the date of Closing, and Closing of this Contract carries with it the same force and effect as though those representations and warranties had been made as of the date of Closing. Further, each Party, by executing this Contract, acknowledges they are not aware of any misrepresentations or breaches of warranties by the other party as of Closing. The representations and warranties in this Contract shall survive Closing and delivery of the deed to the Property for the applicable periods of statutes of limitations, and thereafter these representations and warranties will be extinguished, except with respect to claims for which specific written notice has been given during such applicable periods.

7. Closing.

A. Title and Deed. On the Closing Date, Seller shall sell and convey to Buyer title to the Property by general warranty deed (the "**Deed**") duly executed and acknowledged by Seller, in

proper form for recording and reasonably acceptable to Buyer's counsel, and conveying fee simple title to the Property to Buyer, subject only to Permitted Exceptions as set forth in this Contract

B. Closing Date. Subject to the foregoing provisions, the Closing shall be held on or before such date that is twenty-one (21) calendar days following the expiration of the Inspection Period (the "**Closing Date**"), and shall be conducted by the Title Company. Exclusive possession of the Property shall be delivered to Buyer on the Closing Date.

C. Seller's Closing Costs. Closing costs and other expenses incidental to this Contract and attributable to Seller shall be paid as follows:

- (i) All costs regarding the update of abstract and survey for purposes of issuance of Title Commitment and Title Policy shall be borne by the Seller, *provided that* the costs for any post-Closing amendments to the abstract shall be paid by Buyer;
- (ii) All costs for the Title Commitment shall be paid by Seller;
- (iii) The cost of recording any releases and/or termination statements of any mortgages, UCC financing statements and/or security instruments related thereto, and any mechanic's or materialmen's liens encumbering the Property as of the Closing Date; and
- (iv) Seller's own attorney's fees.

D. Buyer's Closing Costs. Closing costs and other expenses incidental to this Contract and attributable to Buyer shall be paid as follows:

- (i) All costs related to inspection of the Property and examination of the abstract and survey shall be the sole responsibility of the Buyer;
- (ii) The costs related to the ALTA extended coverage under the Title Policy (including the premium for such policy, the attorney's fees for examination of the abstract and all abstracting amendments) shall be paid by the Buyer;
- (iii) The cost of recording the Deed; and
- (iv) Buyer's own attorney's fees.

E. Shared Costs and Exemptions.

- (i) The fee charged by the Title Company for the Closing and for acting as escrow agent for the Earnest Money Deposit shall be shared equally by Buyer and Seller.
- (ii) Each party shall bear and pay their own respective attorneys' fees and other costs not herein enumerated as incurred by each Party with respect to this transaction.
- (iii) Any additional costs related to the Closing shall be assessed to Seller and/or Buyer in accordance with conventional practice for buyers and sellers, respectively, and based on standard real estate industry practices.
- (iv) Pursuant to Title 68 § 2887(2) of the Oklahoma Statutes, this transaction is exempted from *ad valorem* taxation for either party.

(v) Pursuant to Title 68 § 3202(11) of the Oklahoma Statutes, this transaction is exempted from documentary stamps for either party.

F. Prorations. It is the intent of Seller and Buyer that Seller shall bear all the expenses and burdens and shall be entitled to all the benefits and income of and from the Property to and including the Closing Date, and Buyer shall bear all such expenses and burdens and be entitled to all such benefits and income after the Closing Date. The parties agree to prorate, on the Closing Date, items which are customarily prorated in transactions similar to the transaction contemplated by this Contract, to make any necessary post-Closing adjustments as may be needed in such prorations and to correct any errors in the prorations and adjustments under this Contract, which obligation shall survive the Closing and delivery of the Deed.

8. Breach of Contract or Failure to Close. If, after Seller has performed Seller's obligations under this Contract, and if Buyer fails to make payments or to perform any other obligation of Buyer under this Contract, then Seller may, at Seller's option, cancel and terminate this Contract and receive the Earnest Money Deposit from the escrow agent as liquidated damages, or pursue any other legal or equitable remedy for the breach of this Contract by Buyer. If Buyer has performed Buyer's obligations and Seller breaches this Contract or fails to perform any of Seller's obligations, then Buyer shall be entitled to either cancel and terminate this Contract, return the abstract and survey to Seller and receive a refund of the Earnest Money Deposit, or pursue any other legal or equitable remedy. In the event of any court action or proceeding to enforce any provision of this Contract, the prevailing party shall be entitled to receive from the other party all reasonable costs of the action, including attorney's fees.

9. MISCELLANEOUS PROVISIONS.

A. Casualty Damage. If, before the Closing Date, all or any improvements on the Property are destroyed or damaged by fire or other casualty, Buyer may, at its option, either (a) complete this transaction, in which event this Contract shall remain in full force and effect in accordance with its terms, but Seller shall pay to Buyer all insurance proceeds received by Seller with respect to such loss and shall assign to Buyer all rights of Seller in and to any unpaid insurance proceeds; or (b) cancel this Contract, in which event neither party shall have any further obligation or liability to the other and the Escrow Agent shall return the Earnest Money Deposit to Buyer.

B. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be given by personal delivery, by overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Seller:	City Manager City of Glenpool 12205 S. Yukon Ave Glenpool, OK 74033
If to Buyer:	Jerry Olansen, Superintendent Glenpool Public Schools Independent District No. I-13 461 E. 146 th Street Glenpool, OK 74033

All notices shall be delivered to the addresses given above or such other addresses as later designated. All notices required under this Contract shall be made in writing and delivered either by: (a) hand delivery, and considered delivered upon receipt; (b) certified mail, and considered delivered upon signed receipt or refusal to accept notice; or (c) nationally-recognized overnight delivery service, and considered delivered the next business day after the notice is deposited with that service for delivery.

C. Attorneys' Fees. If either party obtains a judgment against the other party due to a breach of this Contract, a reasonable attorneys' fee as fixed by the court shall be included in such judgment.

D. Time Is of the Essence. Time is of the essence in the performance of all obligations under this Contract.

E. Successors and Assigns. This Contract shall inure to the benefit of and bind the parties hereto and their respective successors and assigns. Buyer may assign its rights under the Contract without the prior written consent of Seller, *provided that* Buyer agrees to inform Seller of Buyer's intention to make any such assignment of rights and to identify the proposed assignee no later than ten (10) business days before such assignment is to be effected. If Seller does not object, in writing, to either the assignment itself or the proposed assignee within such ten(10)-day period, Buyer is entitled to assume that Seller agrees to both actions. If Seller does object, in writing, to either of these actions, Buyer shall not be bound by Seller's objections but shall make a good faith effort to discuss and resolve such objections.

F. Headings. The headings in this instrument have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof, or be used to construe any of such provisions.

G. Governing Law, Jurisdiction and Venue. This Contract shall be construed and governed by the laws of the State of Oklahoma and the exclusive jurisdiction and venue for any dispute arising out of or related to this Contract shall be the State District Court of Tulsa County, Oklahoma.

H. Exhibits. The Exhibits attached to this Contract, if any, are made a part hereof by this reference.

I. No Waiver. Except as otherwise expressly provided herein, (i) no waiver by a party of any breach of this Contract or of any other warranty, representation, condition or requirement hereunder by the other party shall be deemed to be a waiver of any other breach, warranty, representation, condition or requirement (whether or not of the same or a similar nature), and (ii) no acceptance of payment or performance by a party after any breach by the other party shall be deemed a waiver of any breach of this Contract or of any warranty, representation, condition or requirement hereunder by such other party, whether or not the first party knows of such breach at the time it accepts such payment or performance. No failure or delay by a party to exercise any right it may have due to the default or breach of the other party shall operate as a waiver of default or breach or as a modification of this Contract, and no such failure or delay shall prevent the

exercise of any right or remedy by the non-breaching party while the other party continues to be in breach or default.

J. Standard of Discretion. Whenever this Contract requires the consent or approval of either party to any matter contained herein, or requires a satisfaction or waiver of any condition to such party's obligations herein contained, such approval, consent, satisfaction and/or waiver, shall be within the sole subjective discretion of the approving, consenting, satisfied or waiving party and no obligation of good faith or fair dealing shall be implied into such discretion and no objective standard shall be applied to such party's discretion as the same shall be solely within the control, decision making and best judgment of such party.

K. Entire Agreement, Modifications. This Contract and the Exhibits attached hereto contain the entire agreement between Seller and Buyer and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the sale contemplated hereunder. All prior writings or discussions relative to the subject matter of this Contract are deemed merged into and superseded by this Contract. No subsequent modification of this Contract shall be effective unless made in writing and executed by Seller and Buyer.

L. Severability. If any provision of this Contract is found unenforceable or invalid, or the inclusion of that provision would affect the validity, legality, or enforcement of this Contract, then this Contract will be interpreted to delete that provision, and all remaining provisions of this Contract shall remain in effect.

M. Signature in Counterpart. Signatures to this Contract may be accepted by fax copy and signed in counterpart, on separate pages, which may then be assembled as the complete agreement of the Parties.

N. Execution and Delivery of Documents, Counterparts. Evidence of acceptance of this Contract may be signified by fax or other electronic means of communication and may be executed in two or more counterparts, each of which shall be treated as an original, but all of which together shall constitute one original.

O. Authority. This Contract and all documents, exhibits or other materials required to be executed by either party pursuant to the provisions hereof, shall be duly authorized, executed and delivered by same.

SIGNATURE AND ATTESTATION PAGES TO BE ADDED

By the below signature of the Chair of the School Board to this Contract, the Glenpool Public Schools School Board, as governing body of the Glenpool Public Schools Independent District No. I-13, hereby attests that a majority vote of a quorum of the School Board in duly noticed regular session approved the sale contemplated by this Contract, and the terms and conditions of said Contract, and authorized the Chair of the School Board to execute the same on _____, 2017.

GLENPOOL PUBLIC SCHOOLS
DISTRICT NO. I-13

, Board Chair

Date

COUNTY OF TULSA)
) ss GLENPOOL
STATE OF OKLAHOMA)

Subscribed and sworn to before me this _____ day of _____, 2017.

Notary Public

My Commission Expires

[SEAL]

By the below signature of the Mayor of the City of Glenpool to this Contract, the City Council, as governing body of the City of Glenpool, hereby attests that a majority vote of a quorum of the City Council in duly noticed regular session approved the sale contemplated by this Contract and the terms and conditions of the Contract, and authorized the Mayor to execute the same on _____, 2017.

CITY OF GLENPOOL

Timothy Lee Fox, Mayor

Date

ATTEST:

[SEAL]

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

EXHIBIT A

Legal Description of Property to be Conveyed

Lot 2, Block 1, Depot Addition, an Addition to the City of Glenpool, Tulsa County, State of Oklahoma, according to the recorded plat thereof; and

The north 36.60 feet of the west 175 feet of Linda-Mar, an Addition to the City of Glenpool, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

All the foregoing being in a part of the northwest quarter (NW/4) of the northwest quarter (NW/4) of Section 14, Township 17 North, Range 12 East of the Indian Base and Meridian, and

Having a street address of 140 W. 141st Street, Glenpool, Oklahoma 74033.

(The "**Property**")

EXHIBIT A

[Legal Description of Property to be Conveyed by General Warranty Deed, from the City of Glenpool (Grantor) to Glenpool Public Schools Independent District No. I-13 (Grantee), subject to Amendment in accordance with the Terms of Section 5 (E) of the Contract for Sale of Real Estate between Grantor and Grantee to which and in which this Exhibit A is Incorporated by Reference, with an Effective Date of _____, 2017.]

Lot Two (2), Block One (1), DEPOT ADDITION, an Addition to the City of Glenpool, Tulsa County, State of Oklahoma, according to the Recorded Plat thereof.

AND

The North 36.60 feet of the West 175 feet of Lot One (1), Block One (1), LINDA-MAR, an Addition to the City of Glenpool, Tulsa County, State of Oklahoma, according to the Recorded Plat thereof.

**For information purposes only, the property address is purported to be:
140 W 141st Street, Glenpool, OK 74033**