

**NOTICE  
GLENPOOL CITY COUNCIL  
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on Tuesday, November 14, 2017 at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3<sup>rd</sup> 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, Collective Church**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) Community Development Director Report – Lynn Burrow, Community Development Director**
- F) City Manager Report – Susan White, Interim City Manager**
- G) Mayor Report – Timothy Lee Fox, Mayor**
- H) Council Comments**
- I) Public Comments**
- J) Proclamation – Timothy Lee Fox, Mayor**
- K) Scheduled Business**
  - 1) Demonstration by Southwest Area Tactical Team.  
(Dennis Waller, Chief of Police)
  - 2) Discussion and possible action to approve minutes from October 16, 2017 meeting.
  - 3) Discussion and possible action to adopt Resolution No. 17012, A Resolution Of The City Of Glenpool, Oklahoma, Signifying The City Council’s Endorsement Of The Tulsa Regional Chamber’s “2018 One Voice Legislative Agenda,” And Establishing And Supporting State And Federal Legislative Priorities Concerning Items Of Mutual Municipal Interest That The Tulsa Regional Chamber Of Commerce Will Advocate To The Region’s State And Federal Legislative Members.

(Susan White, Interim City Manager/City Clerk and Sam Peyton, Dir., Govt. Affairs, Tulsa Regional Chamber)

- 4) Discussion and possible action to purchase 22 Self Contained Breathing Apparatuses (SCBAs) at a cost not to exceed \$227,647.40, and further approve Resolution No. 17010 Of The City Of Glenpool, A Resolution Authorizing The City Of Glenpool To Enter Into A Certain Equipment Lease-Purchase Agreement By And Between Oklahoma State Bank As The Lessor And The City Of Glenpool As The Lessee, For The Acquisition Of Certain Identified Equipment From Northern Safety & Industrial.  
(Julie Casteen, Finance Director)
- 5) Discussion and possible action to purchase two 2018 Police Vehicles at a cost not to exceed \$84,796, and further approve Resolution No. 17011 Of The City Of Glenpool, A Resolution Authorizing The City Of Glenpool To Enter Into A Certain Equipment Lease-Purchase Agreement By And Between Oklahoma State Bank As The Lessor And The City Of Glenpool As The Lessee, For The Acquisition Of Two Police Vehicles From Bob Hurley Ford.  
(Julie Casteen, Finance Director)
- 6) Discussion and possible action to adopt renewal of the Agreement of the City of Glenpool and the Glenpool Industrial Trust Authority with the Glenpool Chamber of Commerce for (i) the lease of space by the Chamber in the City Hall/Conference Center for a stated consideration; (ii) the rendering of enumerated services for the City and the Conference Center for a stated consideration; and (iii) support for the economic development goals of the annual Black Gold Days event in a stated amount, for FY 2017-2018, tabled from October 16, 2017 City Council agenda.  
(Timothy Fox, Mayor)
- 7) Discussion and possible action to adopt Ordinance No. 745, An Ordinance Partially Closing General Utility Easement Within The Proposed Glenn Hills Estates, An Addition To The City Of Glenpool; And Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith.  
(Lynn Burrow, Community Development Director)
- 8) Discussion and possible action to approve Emergency Clause for Ordinance No. 745, Whereas, the immediate operation of the provisions of this ordinance is necessary for the preservation of the peace, health, welfare and best interests of the City of Glenpool and the citizens thereof, *to wit* specifically that the benefits of residential housing development in the City of Glenpool will be encouraged and expedited, an emergency is hereby declared to exist and Ordinance No. 745 shall therefore take effect and be in full force from and after its passage as provided by law.  
(Lowell Peterson, City Attorney)
- 9) Discussion and possible action to adopt Resolution No. 17013, A Resolution Of The City Council Of The City Of Glenpool Adopting The Glenpool, Oklahoma 2030 Plan Text And Map, As Amended Hereby (“The 2030 Plan Text And Map Update”) Updating, Amending And Superseding The Glenpool, Oklahoma 2030 Plan Text And Map As Adopted By Resolution No. 10-07-01, Adopted By The City Of Glenpool Planning Commission On June 28, 2010; And Approved By The City Council Of The City Of Glenpool On July 6, 2010.

(Rick Malone, City Planner)

- 10) Discussion and possible action to adopt Ordinance No. 746, An Ordinance Adopting And Enacting The Zoning Code Of The City Of Glenpool, Oklahoma, As Amended Hereby, Updating, Amending And Superseding The Zoning Code Of The City Of Glenpool, Oklahoma, Adopted By Ordinance No. 665 On September 17, 2012, And Codified As Title 11, Zoning Regulations, In The 2013 City Code Of Glenpool, Oklahoma.

(Rick Malone, City Planner)

- 11) Discussion and possible action to adopt Ordinance No. 747, An Ordinance Adopting And Enacting The Subdivision Regulations Of The City Of Glenpool, Oklahoma, As Amended Hereby, Updating, Amending And Superseding The Subdivision Regulations Of The City Of Glenpool, Oklahoma, Adopted By Ordinance No. 664 On September 17, 2012, And Codified As Title 12, Subdivision Regulations, In The 2013 City Code Of Glenpool, Oklahoma.

(Rick Malone, City Planner)

- 12) Discussion and possible action to adopt Ordinance No. 748, An Ordinance Amending Ordinance No. 458, By Rezoning Certain Property Described Herein From AG (Agriculture District) To RS-3 (Residential Single Family High Density District) And Certain Other Property Described Herein From AG (Agriculture District) To CS (Commercial Shopping Center District), As Recommended By The Planning Commission Under Application GZ-266; And Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith.

(Rick Malone, City Planner)

- 13) Discussion and possible action to approve the Conditional Final Plat for Elm Pointe subject to the conditions of staff and Technical Advisory Committee.

(Rick Malone, City Planner)

- 14) Discussion and possible action to authorize the Mayor to execute a certain Custodial Services Contract with Elite Cleaning Company of Tulsa for the cleaning of spaces designated, and for the consideration stated and other terms and conditions stated therein, to commence December 1, 2017, and terminate June 30, 2018, subject to renewal terms stated therein.

(Lea Ann Reed, Conference Center Director)

- 15) Discussion and possible action to approve a proposal from Dunham Asphalt Services at a cost not to exceed \$16,880 for a street repair project in Rolling Meadows Addition.

(Lynn Burrow, Community Development Director)

- 16) Discussion and possible action to approve 2018 Meeting Calendar.

(Susan White, City Clerk)

**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



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## **Community Development Director's Report**

**Date:** November 14, 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:**

#### **Vision 2025 Projects**

##### **South County Soccer Complex:**

- Project was deemed Substantially Complete on September 22<sup>nd</sup> with a detailed punch list of items issued needing to be completed or addressed prior to full completion and acceptance by the City.
- All punch list type items have been resolved and completed.
- All Operation and Maintenance materials have been delivered to the City.
- An official acceptance of all project improvements has been issued to the General Contractor.
- The release of all contract retainage funds has been requested by the General Contractor and the final processing of such will be complete and all retainage funds shall be issued by November 17<sup>th</sup>.
- An abandoned unplugged oil well was discovered on the south portion of the property located out of the playing fields. This oil well has been reported to the State Corporation Commission and has been placed on the list of unplugged wells that the State OERB Department keeps that prioritizes the State's effort to officially plug and restore these types of well sites. The City has installed Corporation Commission approved temporary capping on the well until such time it is officially plugged sometime late 2018.

## **On-going Private Development and/or Building Projects**

### **St. Francis Health Center Southwest: (151<sup>st</sup> Street & Broadway Ave.)**

- The full Building Permit for the project was issued by the City on February 1<sup>st</sup>, 2017.
- Building structural steel installation is construction is 100% complete.
- Site improvement installation is approximately 90% complete.
- Public improvements associated with Broadway Avenue construction are approximately 90% complete.
- Improvements regarding existing paving modifications and additions on 151<sup>st</sup> Street are currently 100% complete.
- Full project completion and building turnover is predicted to be in the second quarter of 2018.

### **Hotel Project: Phillips Corner Addition (123<sup>rd</sup> 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 in December, 2017.

### **Mark Allen Chevy Dealership: (168<sup>th</sup> Street & U.S. Highway 75)**

- The project earth change permit was issued May 1<sup>st</sup>, 2017
- The project building permit was issue July 10<sup>th</sup>, 2017.
- The official project groundbreaking ceremony was held July 11<sup>th</sup>, 2017
- Site grading and earthwork is approximately 90% complete
- The foundation for the main dealership building is fully complete.
- The under-slab plumbing installation for the main dealership building is fully complete.
- The concrete slab for the main dealership building has been placed and is 100% complete.
- The initial project schedule indicates full project completion in the second quarter of 2018.

### **Financial Equipment Company: Building Expansion – 131<sup>st</sup> Street & Elwood Ave.**

- The project consists of the construction of a third building on the site including certain parking and drives.
- The building foundation and slab installation are fully complete.
- The structural steel installation for the building framework is 100% complete.
- Full project completion is anticipated in December of 2017.

### **Jiffy Lube & Car Wash : Southwest Crossroads Addition – 122<sup>nd</sup> Street & Waco Ave.**

- The project was fully permitted for building and site construction in July, 2017.
- Site grading and erosion control is 90% complete.
- The site utility service installation is 100% complete currently.
- Full completion of the project is anticipated on or before April 1, 2018.

**Elm Pointe Commercial Complex: Elm Pointe Addition – 141st Street & Peoria Ave.**

- The Preliminary Subdivision Plat has been approved for the project.
- The Engineering design covering Public Utilities necessary to serve the project are approximately 90% complete. Full completion and permitting is anticipated in the Month of November.
- The engineering design of grading and drainage, and erosion control improvements is 100% complete.
- The Earth Change Permit for the site clearing grading has been issued.
- Site clearing and disposal is 90% complete.
- Site grading is underway and is approximately 30% complete
- Full project completion is anticipated summer of 2018.

**Current Planning Department and Planning Commission Activities:**

**FINAL SUBDIVISION PLAT: - ELM POINTE ADDITION -** Located at the northwest corner of 141<sup>st</sup> & Peoria Ave.

- 10/27/17: Tac Review: “Approval subject to Tac and Staff recommendations”
- 11/13/17: Planning Commission Review:
- 11/14/17: City Council Review:

**LOT SPLIT: GLS-223 – Greg Able –** Located north and east of 151<sup>st</sup> Street and 26<sup>th</sup> W. Ave.

- 10/27/17 Tac Review “Approval Subject to Tac and Staff Recommendations
- 11/13/17 Planning Commission Review

**ZONING CHANGE: GZ-266 AG to RS-3 & CS – Cardinal Industries –** Located north side of 151<sup>st</sup> street - ¼ mile east of Elwood Ave.

- 11/13/17 Planning Commission Review
- 11/14/17 City Council Review

**BOARD OF ADJUSTMENT: GBOA-455 – Claude Neon Federal/St. Francis Hospital -** Variance of the height of a ground sign from 50 feet to 66 feet. - Located at the southeast corner of 151<sup>st</sup> Street and US 75 Highway.

- 11/13/17 Board of Adjustment Review

**BOARD OF ADJUSTMENT: GBOA-456– Crystal Pools –** Special Exception to allow an LED sign - Located at 12301 Casper Street.

- 11/13/17 Board of Adjustment Review

**Current Building & Inspection Department Activity: October, 2017**

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

- St. Francis Health System Hospital: Located on 151<sup>st</sup> Street - East of US Highway 75

- Hotel Project in Phillips Corner Addition: 123<sup>rd</sup> & Casper Avenue
- Mark Allen Chevy Dealership Project: 166<sup>th</sup> Street & U.S. Highway 75
- South County Soccer Complex: 138<sup>th</sup> Street & Peoria Avenue
- Jiffy Auto Lube. and Car Wash: Southwest Crossroads Addition
- Glen Hills Addition: 141<sup>st</sup> Street & Iroquois Avenue
- Financial Equipment Company: 131<sup>st</sup> Street & Elwood Ave.
- Elm Pointe Commercial Development: 141<sup>st</sup> Street & Peoria Ave.

**Glenpool Residential and Commercial Building Permit Statistics:**

• New Residential Permits Issued in October, 2017:	9 Total
• New Commercial Permits Issued in October, 2017:	-0- Total
• Current Active Residential Permits:	62 Total
• Current Active Commercial Permits:	11 Total
• 2016 Residential Permits thru October:	86 Total
• 2017 Residential Permits issued thru October:	75 Total
• 2016 Commercial Permits Issued Thru October:	9 Total
• 2017 Commercial Permits Issued Thru October:	6 Total

**Code Enforcement Department:                      October, 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 October:**

• Year-to-Date complaint calls received and investigated	1429
• Public nuisance cases remaining open thru October 31 <sup>st</sup> .	1
• New Code Enforcement cases processed in September:	
1. Calls reporting high grass:	53
2. Structures damaged by fire:	-0-
3. Notices issued for vehicles illegally parked:	2
4. Nuisance abatements performed by contractors:	4
5. Notices issued for residences without water service:	9
6. Tulsa County Health Department Citations issued:	2
7. Notices issued for illegally placed signs:	3

8. Damage to public facilities citations:	-0-
9. Excessive trash & debris:	16
10. Dilapidated vacant structures and properties:	1
11. Trash can/receptacle placement:	17
12. Misc. cases:	<u>32</u>
Total New Cases Opened in September:	139

- Real Estate Special Assessment Determinations: October, 2017
 

1. Special Assessment Letters Issued to Title Companies	52
2. Assessment Letter Fee Collection Notices Issued	23

# St. Francis Health Center



# St. Francis Health Center



# St. Francis Health Center



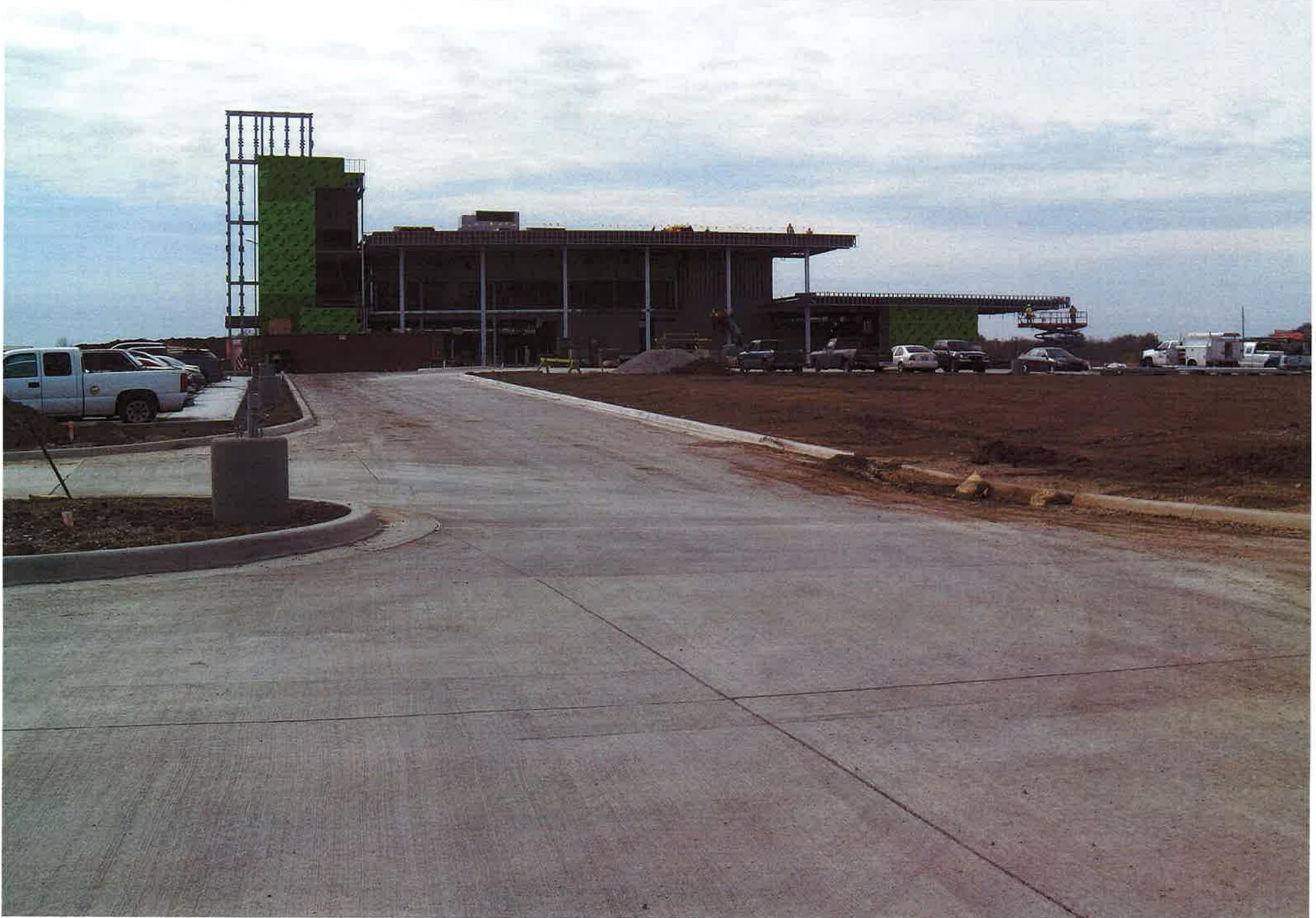
**St. Francis Health Center**



# St. Francis Health Center



# St. Francis Health Center



**Phillips Corner Hotel**



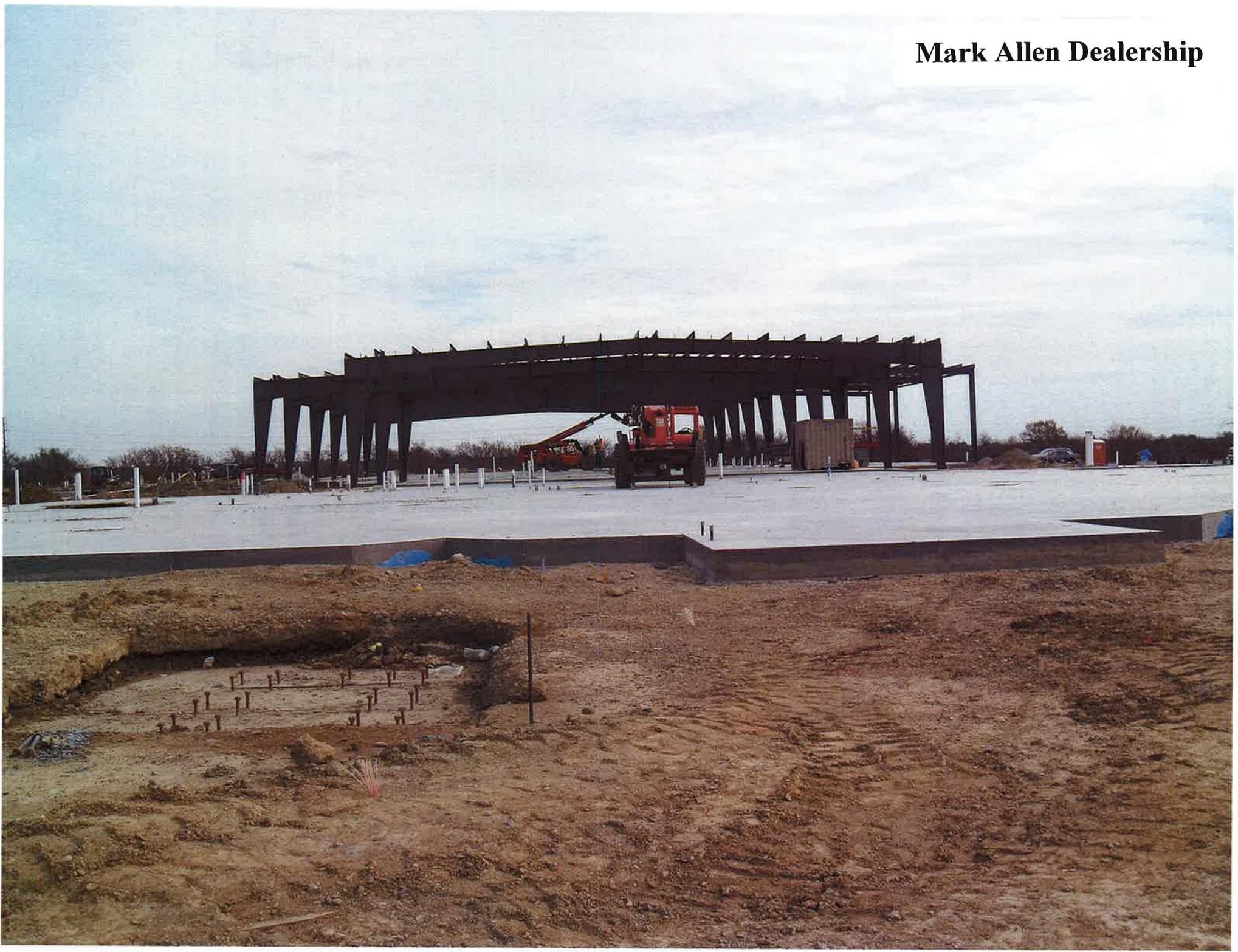
# Phillips Corner Hotel



# Phillips Corner Hotel



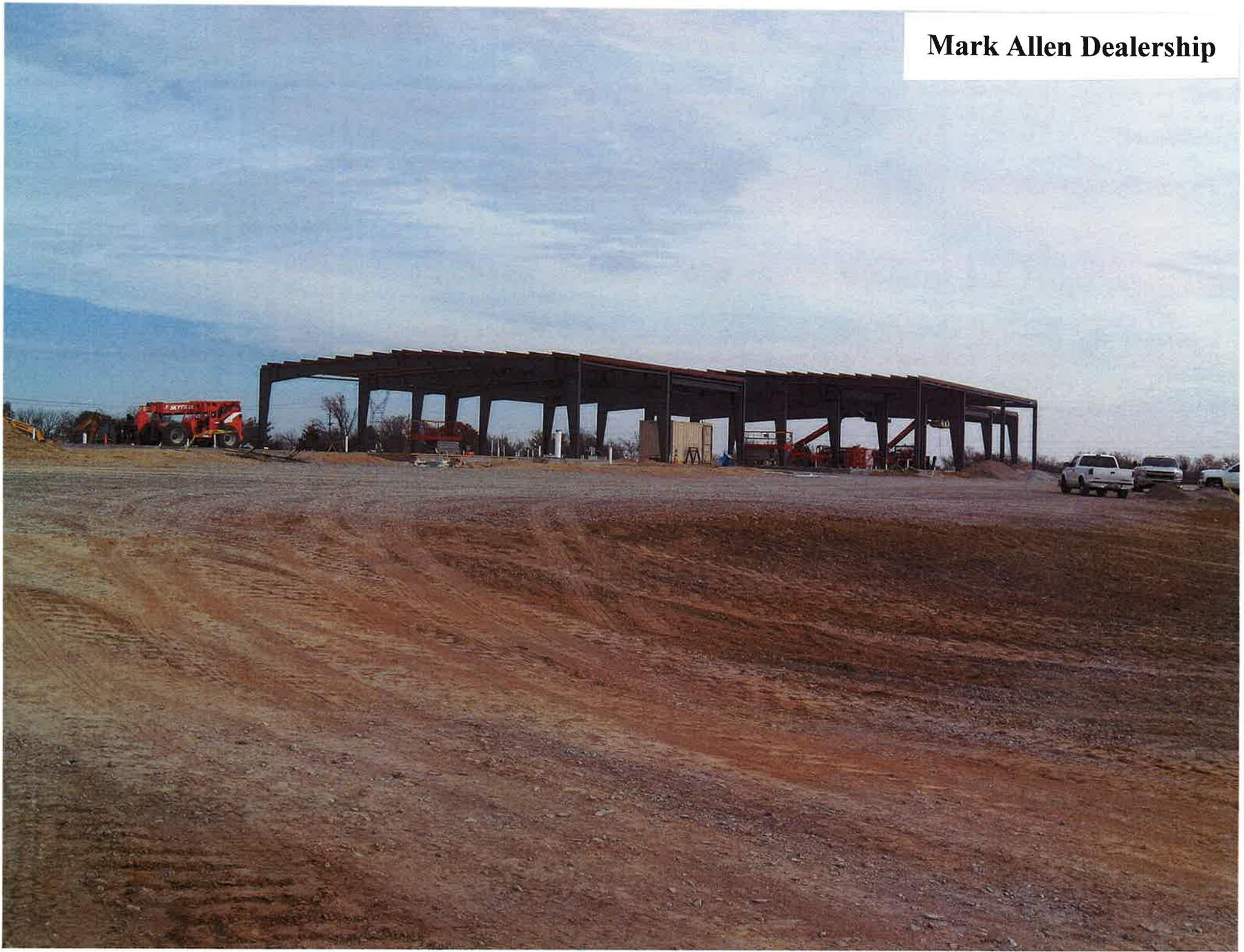
**Mark Allen Dealership**



**Mark Allen Dealership**



**Mark Allen Dealership**



**Financial Equipment Company**



# Financial Equipment Company



# Financial Equipment Company





**Elm Point**

**Elm Pointe**



# Elm Pointe



# **PROCLAMATION**

of the Glenpool City Council

HONORING DR. DANIEL C. MARTIN

IN RECOGNITION OF HIS RETIREMENT

**WHEREAS**, Dr. Daniel C. Martin has announced his retirement from Family Practice Specialist in Glenpool, Oklahoma; and

**WHEREAS**, Dr. Daniel C. Martin graduated with honors from Oklahoma State University Medical School in 1981; and

**WHEREAS**, the City of Glenpool owes a debt of gratitude to Dr. Martin for his unwavering sympathy, compassion and selfless dedication in caring for the sick and injured while demonstrating a high degree of integrity, challenge and passion; and

**WHEREAS**, we recognize Dr. Daniel C. Martin for his service to Glenpool for the past 36 years. We thank him for his noble service to our city and extend to him our well wishes in his upcoming retirement; and

**NOW, THEREFORE**, the Mayor and City Council of Glenpool Oklahoma do hereby proclaim Tuesday, November 14, 2017, as:

***Dr. Daniel C. Martin Day***

in the City of Glenpool.

Signed this 14th day of November 2017.

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Timothy L. Fox, Mayor

**MINUTES**  
**CITY COUNCIL MEETING**  
**October 16, 2017**

The Regular Session of the Glenpool City Council was held at Glenpool City Hall, 3<sup>rd</sup> Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present: Patricia Agee; Brandon Kearns; Momodou Ceesay, Vice Mayor; and Timothy Fox, Mayor. Councilor Jacqueline Triplett-Lund arrived at 6:03 p.m. Staff present: Lowell Peterson, City Attorney; Susan White, Interim City Manager/City Clerk; Lynn Burrow, Community Development Director; Rick Malone, City Planner; and Dennis Waller, Police Chief.

Also present were: Randy DeBell, Church on the Move; Anne Elfrink, Elfrink and Assoc., PLLC; Sydney Bland, Glenpool Chamber of Commerce; Kim Mercier; and Ryan Davis.

- A) Mayor Fox called the meeting to order at 6:01 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Randy DeBell offered the Invocation.**
- D) Mayor Fox led the Pledge of Allegiance.**
- E) Community Development Report – Lynn Burrow, Community Development Director**
  - Mr. Burrow highlighted various public and private developments throughout the city. He also reported on activities and projects in Planning, Inspection, and Code Enforcement Departments during September.
- F) City Manager Report – Susan White, Interim City Manager**
  - Ms. White updated the Council on various ongoing activities and upcoming events throughout the city.
- G) Mayor Report – Timothy Fox, Mayor**
  - Mayor Fox reported he had an interesting conversation with Jeffrey Taylor, a guest at the Chamber of Commerce luncheon whom was traveling through Glenpool.
  - Mayor Fox will speak to the Business Professionals of America at the Glenpool High School on October 18.
  - November 8-10, Mayor Fox and Vice-Mayor Ceesay will attend ICSC in Dallas.
  - Mayor Fox accepted a plaque on behalf of the City, presented by the Glenpool School Board recognizing their appreciation to the City and Glenpool Conference Center for their cooperative partnership.
- H) Council Comments**
  - Councilor Kearns recognized the Sapulpa Herald and expressed his appreciation for the pages featuring Glenpool school sports. He urged the Council and audience to help spread the word that advertising in the paper helps make the special feature possible.
- I) Public Comments**
  - None
- J) Scheduled Business**
  - 1) Discussion and possible action to approve minutes from October 2, 2017 meeting.**  
**MOTION:** Councilor Agee moved, second by Councilor Lund to approve minutes as presented.

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

**AGAINST:** None

**Motion carried.**

- 2) **Discussion and review of the second annual Agreed Upon Procedures Audit of Performance by Creek County Rural Water District No. 2 and the City of Glenpool/Glenpool Utility Service Authority pursuant to the Agreement of Compromise, Settlement and Release between the parties.**

Ms. Anne Elfrink offered a review of the Audit and described certain recommendations she had made to each Creek County Rural Water District No. 2, and City of Glenpool/Glenpool Utility Service Authority.

- 3) **Discussion and possible action to adopt renewal of the Agreement of the City of Glenpool and the Glenpool Industrial Trust Authority with the Glenpool Chamber of Commerce for (i) the lease of space by the Chamber in the City Hall/Conference Center for a stated consideration; (ii) the rendering of enumerated services for the City and the Conference Center for a stated consideration; and (iii) support for the economic development goals of the annual Black Gold Days event in a stated amount, for FY 2017-2018.**

Susan White, Interim City Manager presented the Agreement for approval, acknowledging a request from Ms. Bland for a \$5,000 increase to the annual stipend. Ms. White recommended not to increase the stipend because the additional \$5,000 had not been appropriated in the budget. Ms. Bland presented a former iteration of the Agreement and asked for Council consideration to approve.

**MOTION:** Councilor Kearns moved to approve the Agreement presented in the agenda packet. Motion failed for lack of second.

**MOTION:** Councilor Lund moved, seconded by Councilor Agee to table action.

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

**AGAINST:** None

**Motion carried.**

- 4) **Discussion and possible action to designate Deborah Pengelly as checking account signatory for all City of Glenpool checking accounts.**

Susan White, Interim City Manager recommended Council consideration to appoint Deborah Pengelly as checking account signatory until such time that a Finance Director is hired.

**MOTION:** Councilor Lund moved, second by Councilor Kearns to designate Ms. Pengelly as a signatory on all checking accounts.

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

**AGAINST:** None

**Motion carried.**

- 5) **Discussion and possible action to adopt Ordinance No. 743, An Ordinance Amending Ordinance No. 458, By Rezoning Certain Property Described Herein from Residential Duplex (RD) District to Commercial Shopping Center (CS) District, As Recommended by the Planning Commission Under Application GZ-264; and Repealing All Ordinances or Parts Of Ordinances In Conflict Herewith, Case GZ-264 being a request to change the zoning classification from RD to CS of a 50' x 360' tract of land located west of the northwest corner of 141<sup>st</sup> St. and Peoria Ave.**

Rick Malone, City Planner advised Council the proposed zone change is consistent with the standards of the City of Glenpool Comp Plan and Zoning Code and surrounding uses. It further effects the intended purpose of the zone change previously approved for the remainder of the Elm Pointe Development. Staff recommended approval.

**MOTION:** Councilor Lund moved, second by Vice Mayor Ceesay to adopt Ordinance No. 743 as presented.

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

**AGAINST:** None

**Motion carried.**

- 6) **Discussion and possible action to adopt Ordinance No. 744, An Ordinance Amending Ordinance No. 458, by Rezoning Certain Property Described Herein from Commercial General (CG) District to Agricultural (AG) District, As Recommended by the Planning Commission Under Application GZ-265; and Repealing All Ordinances or Parts of Ordinances in Conflict Herewith, Case GZ-265 being a request to change the zoning classification from CG to AG of 14.67 acres located north and west of the northwest corner of 171st Street and US 75 Highway, Glenpool, Oklahoma.**

Rick Malone, City Planner presented the zoning application and corresponding Ordinance for Council consideration. Mr. Malone advised Council that the proposed zone change is not consistent with the existing Comprehensive Plan which identifies the area as Commercial and Industrial Light. He noted that the proposed zoning is compatible with surrounding uses. He further advised that precedent had been set on an adjacent property which was granted a zone change from Commercial to Residential. Staff is opposed to the proposed zone change because it does not comply with the Comprehensive Plan. Mr. Malone reported the Planning Commission voted in favor of the zone change based on reasoning that precedence had been set.

Kim Mercier, 1985 W. 171<sup>st</sup> Street, Glenpool addressed the Council in opposition to the zone change. Ms. Mercier purported her concerns stemmed from the property being landlocked. She further elaborated on specific concerns that may arise when the owners and others attempt to gain entry to the property. Ryan Davis, Applicant refuted the concerns raised, by asserting that he had received permission from Faith Church to utilize a portion of their drive to access the property.

**MOTION:** Vice Mayor Ceesay moved, second by Councilor Lund to adopt Ordinance No. 744 as presented.

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

**AGAINST:** None

**Motion carried.**

- 7) **Discussion and possible action to approve the purchase of a 2017 International 4300 dump truck and related equipment at a price not to exceed \$103,468.00.**

Lynn Burrow, Community Development Director explained that the dump truck currently used for snow removal has experienced engine failure. Although the truck has low mileage it has incurred \$15,000 in repairs over the past few years to keep it operational. To repair the engine will cost an additional \$22,650. The City purchased the truck for \$31,600 in 2013. Staff noted that if repaired, total repair costs would exceed the purchase price and did not recommend further investment in an inferior vehicle. Staff recommended approval to purchase the truck at a cost not to exceed \$103,468.00, state contract pricing.

**MOTION:** Councilor Agee moved, second by Councilor Kearns to approve purchase of the 2017 International 4300 dump truck and related equipment at a cost not to exceed \$103,468.00.

**FOR:** Councilor Lund; Mayor Fox; Councilor Agee; Councilor Kearns

**AGAINST:** Vice-Mayor Ceesay

**Motion carried.**

- 8) **Discussion and possible action to approve a Supplemental Appropriation in the Streets and Infrastructure Fund, Streets and Parks Department, in the amount of \$103,468, Account No. 50-6-14-6350, for the purchase of a 2017 International 4300 dump truck with snow plow, funded by a transfer from the General Fund.**

Mr. Burrow alerted Council that the requested budget amendment was related to the previous item to purchase the dump truck. He explained that because replacement of the snow plow truck was not anticipated, funds were not budgeted in the FY 18 budget. Staff recommended approval of Supplemental Appropriation as described.

**MOTION:** Councilor Kearns moved, second by Councilor Agee to approve the Supplemental Appropriation as presented.

**FOR:** Mayor Fox; Councilor Agee; Councilor Kearns

**AGAINST:** Vice-Mayor Ceesay; Councilor Lund

**Motion carried.**

9) **Discussion and possible action to approve the purchase of a 2017 Chevrolet Silverado C2500 double cab truck from Hudiburg Auto Group at State of Oklahoma contract SW035 price of \$27,459.**

Mr. Burrow recommended purchase of the truck noting it was appropriated in the FY 18 budget at \$27,500. The state contract purchase price of \$27,459 was requested for Council consideration.

**MOTION:** Vice Mayor Ceesay moved, second by Councilor Kearns to approve the purchase of the 2017 Chevrolet Silverado C2500 from Hudiburg Auto Group at State of Oklahoma contract price of \$27,459.00.

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

**AGAINST:** None

**Motion carried.**

**K) Adjournment.**

- Meeting was adjourned at 8:10 p.m.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## **RESOLUTION NO. 17012 OF THE CITY OF GLENPOOL**

### **A RESOLUTION OF THE CITY OF GLENPOOL, OKLAHOMA, SIGNIFYING THE CITY COUNCIL'S ENDORSEMENT OF THE TULSA REGIONAL CHAMBER'S "2018 ONEVOICE LEGISLATIVE AGENDA," AND ESTABLISHING AND SUPPORTING STATE AND FEDERAL LEGISLATIVE PRIORITIES CONCERNING ITEMS OF MUTUAL MUNICIPAL INTEREST THAT THE TULSA REGIONAL CHAMBER OF COMMERCE WILL ADVOCATE TO THE REGION'S STATE AND FEDERAL LEGISLATIVE MEMBERS**

**WHEREAS**, the Tulsa Regional Chamber of Commerce ("Chamber"), in conjunction with its 2017 annual summit of public and private community organizations, has prepared a list of sixteen legislative priorities at the State level and fifteen at the Federal level that represent a consensus of the groups and individuals attending the meeting; and

**WHEREAS**, the Chamber will promote such legislative priorities in the legislative chambers of the Oklahoma State and Federal governments as the "2018 Tulsa OneVoice Legislative Agenda;" and

**WHEREAS**, experience shows that lobbying efforts behind legislative proposals of positive interest to the City of Glenpool are more likely to be effective, and the measures more likely to be adopted, when presented as a unified front with regional representation; and

**WHEREAS**, State priorities for 2018 include support for: Establishing the framework for a sustainable budget and reliable revenue streams; Improving the ability of Oklahoma's public schools to attract and retain career teachers; Health care workforce expansion; Expanding behavioral health and substance abuse services; Addressing current and future healthcare worker shortages; Safeguarding current funding for Oklahoma's educational institutions; Enhancing workforce development through the targeted use of Temporary Assistance to Needy Families funds; Funding critically needed infrastructure repair and maintenance; Sentencing reforms and rehabilitation programs; Tax credits, exemptions and incentives to promote economic development; Continued funding for the Oklahoma Center for the Advancement of Science and Technology; Modernizing Oklahoma's alcohol laws; Legislation to preserve and diversify sources of revenue available to municipalities; Promoting robust energy production; and Supporting sensible clean water policy and healthy environmental initiatives.

**WHEREAS**, Federal priorities for 2018 include support for: the protection of funding for the Corporation for National and Community Service and AmeriCorps; Meaningful health care reform; Implementation and enforcement of the Mental Health Parity and Addiction Equity Act; Protecting federal nutrition programs for child and adult care; Training programs for transitional middle-skill level workers; Large-scale reform of the national mental health system; Efforts to

expedite implementation of the Arkansas River Corridor Project; Increasing Congressional appropriations to address the maintenance backlog of the McClellan-Kerr Arkansas River Navigation System; Addressing the critical infrastructure needs of Tulsa’s aging levee system; Efforts to accelerate federal permitting for domestic energy independence projects; Passage of the Marketplace Fairness Act; Federal criminal justice reform; Comprehensive immigration reform; Maintaining federal historic tax credits; Maintaining funding for EPA Brownfields reclamation; and Streamlining the process for Small Business Administration loans.

**WHEREAS**, the City of Glenpool, as well as other metropolitan area cities, will benefit from advocacy for the “2018 OneVoice Legislative Agenda” as more fully described in the attachment to this Resolution.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Glenpool THAT:

§ 1. The City of Glenpool hereby endorses the 2018 Tulsa Regional “OneVoice Legislative Agenda” as attached hereto and incorporated herein.

§ 2. A record of this Resolution shall be submitted to the Tulsa Regional Chamber as evidence of the City of Glenpool’s support and the City of Glenpool’s consent that the same shall be directed to all members of the Oklahoma legislature representing districts that include the City of Glenpool, and to all members of the Oklahoma Congressional delegation, and otherwise publicized in any manner deemed appropriate or necessary by the Tulsa Regional Chamber.

**PASSED AND APPROVED** by the City Council of the City of Glenpool this 14<sup>th</sup> day of November 2017.

\_\_\_\_\_  
Timothy Lee Fox, Mayor

ATTEST:

[SEAL]

\_\_\_\_\_  
Susan White, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Lowell Peterson, City Attorney

# oneVoice

## 2018 Regional Legislative Agenda

### State Priorities

#### **BUDGET STABILITY**

*NOTE: In recognition of broad agreement that Oklahoma's budget instability has become a top concern for job creators, participants in this year's OneVoice task force process elected a committee to represent their budget views in a unifying statement. A special addendum to the 2018 agenda, this statement compiles the diverse viewpoints of nine task forces made up of hundreds of public and private leaders spanning all major industries.*

**Sustainable Budget & Revenue Streams:** After nearly a decade of state budget instability and four years of shortfalls approaching \$1 billion annually, the time for bipartisan action is now. Funding for essential state services has eroded to a level that critically threatens the future of our citizens and the national competitiveness of our economy. While we expect efforts to seek efficiencies and eliminate waste to continue, these will not resolve our near-term needs. The OneVoice Coalition demands of our elected leaders an immediate, long-term and effective solution for meeting the needs of Oklahoma's core services that includes new, stable, recurring revenue streams.

#### **EDUCATED AND HEALTHY WORKFORCE**

**Address the Teacher Shortage:** Improve the ability of Oklahoma's Pre-K-12 public schools to attract and retain effective career teachers through policies designed to increase the state's pool of qualified teachers and improve teachers' job satisfaction. This should include ensuring regionally competitive teacher pay, exploring incentive pay for special education teachers and teachers in high-need districts, incentivizing education for aspiring teachers through higher education programs, and supporting professional development. Oklahoma's ability to fill its growing teacher shortage with quality, effective teachers is crucial to the college and career success of its students and the sustainability of its workforce.

**Fund Public Education for the 21st Century:** Create and fulfill a comprehensive budget plan to meet the current and future growing needs of common education, CareerTech and higher education with new, recurring, sustainable revenue. This should include immediately working to increase existing per-pupil funding to the regional average while working in parallel to determine future funding and programs needed to ensure Oklahoma's children and their future employers can compete across the globe. This should also include fully funding concurrent/dual enrollment at the level requested by the state regents. Long-term trends of reduced per-capita funding for Pre-K-12, higher education and CareerTech have stifled innovation in education and severely damaged Oklahoma's ability to produce an educated workforce. This has made the state less competitive for attracting and retaining teachers, and damaged its reputation around the world as a quality place to live, work and build a business.

**Health Care Workforce Expansion:** Address current and future health care workforce needs in urban and rural Oklahoma through the following means: 1) Use all available state and federal resources to support and expand Teaching Health Center-related programs, including by expanding the Oklahoma Hospital Residency Training Act to include community-based training; 2) Support the Physician Manpower Training Commission; 3) Allow nurse practitioners and physician assistants with appropriate levels of training and experience to practice to the full extent of their license; 4) Support reimbursement for approved programs that use technology to provide a collaborative model of medical education and care management to empower primary care clinicians in rural and underserved communities to provide specialty care to patients; and 5) Support and incentivize graduate medical education and fellowships in underserved specialties, including psychiatry.

# oneVoice

## 2018 Regional Legislative Agenda

**Local Funding of Education:** Provide municipalities with the ability to supplement state education funding and target the unique priorities of their community. Voters in local communities should be able to increase their investment in their public schools without sacrificing or impacting their state funding. Meanwhile, the state aid formula must ensure a regionally competitive base funding level for all schools, with additional increases in state funding directed through that formula.

**Protect Health Coverage:** Protect health insurance coverage under SoonerCare and Insure Oklahoma programs using all available federal and state funds. This should include preventing the further reduction of Medicaid provider reimbursement rates and exploring options for reducing the state's uninsured rate. OHCA, DHS and mental health Medicaid services are vital to the health of Oklahoma's workforce; the survival of nursing homes and rural hospitals; and the vitality of the health care industry, a \$12.5 billion economic engine statewide that employs more Oklahomans in primary jobs than any other private industry.

**Support Behavioral Health Services:** Expand behavioral health and substance abuse services to improve workforce efficiency, boost public safety, and help additional Oklahomans who suffer from mental illness and addiction. This should include: 1) Increase funding for the Department of Mental Health and Substance Abuse Services to expand access to prevention, early intervention and treatment; 2) Ensure that any definition of "essential benefits" in Medicaid-related plans includes mental health and addiction services, and such plans fully comply with the federal mental health parity law; 3) Ensure full implementation of State Questions 780 and 781 to financially support behavioral health treatment; and 4) Continue support for expanding statewide use of the Labor Commissioner Mark Costello Act (assisted, court-ordered outpatient treatment).

**Workforce Development through TANF Funds:** Redirect existing workforce development funding within Oklahoma's TANF allocation to Workforce Innovation and Opportunity Act-funded workforce boards, mirroring the Texas model for allocating these federal welfare resources. This will support industry workforce needs, provide more effective service to Oklahoma companies that are hiring and create a much-needed pipeline for low-income residents to obtain family-supporting jobs.

### BUILDING INFRASTRUCTURE CRITICAL TO BUSINESS

**Support Critically Needed Road Funding:** Continue to improve Oklahoma's roads and bridges, and return streets and highways to a state of good repair by fully funding the Oklahoma Department of Transportation's eight-year plan and the County Improvement for Roads and Bridges five-year plan. Support an increase in the Oklahoma gas and diesel tax to a level comparable with surrounding states to provide a more sustainable revenue source paid by road users. Prioritize dedicating the fuel tax revenue and moving the remaining 25 percent of motor vehicle fees to transportation projects, which may include state highways, city and county roads and bridges, and public transit. Regional high-priority projects that can only be addressed through adequate funding include: widening of I-44 from I-244 east to the Will Rogers Turnpike; widening I-44 from the Arkansas River west to I-244 (Red Fork Expressway); expansion of U.S. 169 to six lanes north to State Highway 20; construction of a four-lane Port Road on Highway 266 from U.S. 169 to the Port of Catoosa, and from the Port of Catoosa to I-44; expansion of U.S. 75 to six lanes from State Highway 11 to State Highway 67; State Highway 20 bypass in Claremore; and high-capacity expressway-to-expressway interchanges between I-44, U.S. 169 and State Highway 51.

# oneVoice

## 2018 Regional Legislative Agenda

### ENSURING A PROSPEROUS ECONOMY

**Criminal Justice Reform:** Strengthen alternatives to incarceration and support reforms in sentencing, reentry and rehabilitation that safely reduce the prison population and enable nonviolent offenders to reenter the workforce. This should include investments in treatment and early-diversion efforts for individuals suffering from mental illness and addiction, as well as structural changes in the criminal justice system such as those proposed by the Oklahoma Justice Reform Task Force. These smart-on-crime reforms would improve community safety, reduce recidivism, lessen the burden on prisons and safety net programs, and enable more ex-offenders to contribute meaningfully to Oklahoma's economy.

**Economic Incentives:** Support tax credits, exemptions and incentives that provide an economic return to the state of Oklahoma, maintain competitiveness in business attraction and retention, and increase capital investment. Several programs proposed for review by the Oklahoma Incentive Evaluation Commission are critical to the state's competitiveness and should be protected, including the Historic Rehabilitation Tax Credit, all Quality Jobs programs, the Quality Events Program and the Film Enhancement Rebate.

**Fund OCAST (Oklahoma Center for the Advancement of Science and Technology):** Maintain OCAST's annual budget at its current level to avoid further loss of private sector-matched investment for growing and diversifying Oklahoma's economy. The state has lost more than \$600 million in potential public-private investment as a result of reduced state appropriations for OCAST over the last five years. This funding assists Oklahoma in four vital areas: 1) Research and development funding for businesses and universities; 2) Two- and four-year college internship opportunities; 3) Manufacturing support; and 4) Early-stage funding for start-up businesses. This funding allows Oklahoma communities to attract and retain high-quality STEM businesses and critical college talent, which will encourage growth and expansion in these target industries.

**Modernizing Oklahoma's Alcohol Laws:** Continue to support legislation that reforms Oklahoma's outdated alcohol laws, with particular focus on easing legal and regulatory burdens on restaurants, bars, event and sports venues, festivals, and other public events resulting from the elimination of low-point beer and the implementation of Oklahoma's new alcohol laws (Title 37A) in October 2018. Propose the creation of new licenses to be issued by the Oklahoma ABLE Commission, which would permit the aforementioned entities to sell and serve beer in the same manner in which low-point beer is currently sold and served, provided beer does not exceed the strength (8.99 percent ABV) that will be sold at grocery and convenience stores under the newly created Retail Beer License.

**Municipal Funding Diversification:** Support legislation that removes barriers to allow municipalities to reduce costs, operate efficiently and diversify sources of revenue available to municipalities for operating revenue. Key initiatives include diversifying revenue for funding public safety agencies, streets and other infrastructure improvements; and preserving and strengthening cities' authority to promote economic development activities within their borders.

# oneVoice

## 2018 Regional Legislative Agenda

**Promote Robust Energy Production:** Oklahoma's combination of abundant energy resources and an entrepreneurial people has resulted in some of the lowest energy costs of any state in the nation. To preserve and maintain Oklahoma's position as a leading oil and gas producing state and to protect the important economic impact of oil and gas production to all Oklahomans, support an Oklahoma energy policy that provides a clear and reasonable regulatory environment, while opposing unnecessary and burdensome regulations and taxes.

**Support Sensible Water Policy and Environmental Funding:** Show strong support for appropriate water conservation practices, incentives and educational programs to moderate statewide water usage while preserving Oklahoma's population growth and economic development goals. Additionally, support legislation regarding Oklahoma's water law and regulations that ensures a balance among commercial, residential and agricultural interests. The state should also maintain funding for the Department of Environmental Quality and Water Resources Board, which monitor water resiliency and quality. Oklahomans have made significant investments in reliance on existing supply agreements, and the state should continue upholding the principle that its abundant water supplies are to be efficiently developed, used, reused, conserved and enjoyed, guaranteeing future availability and financial sustainability for ratepayers, municipalities and rural water districts.

# oneVoice

## 2018 Regional Legislative Agenda

### Federal Priorities

#### EDUCATED AND HEALTHY WORKFORCE

**AmeriCorps Funding:** Protect funding for the Corporation for National and Community Service, which supports local schools and nonprofit organizations with vital resources and manpower through AmeriCorps programs. Each year, these programs leverage \$35 million in federal and local funding to deploy approximately 1,000 AmeriCorps members in over 50 school districts and 100 nonprofits in Oklahoma to supplement school services and provide unique educational experiences to local children.

**Federal Health Care Reform:** Encourage Congress to refrain from changes to the structure and financing of Medicaid that would increase Oklahoma's uninsured rate and transfer federal risk and costs to Oklahoma taxpayers. However, remain open to innovations that decrease employer-sponsored and individual health insurance costs. In addition, reauthorize CHIP at existing funding levels. As the largest private employment sector in Oklahoma, health care and social assistance services make up hundreds of thousands of jobs, with Medicaid alone serving more than one million Oklahomans — two in three of whom are children — every year.

**Fund Pell Grant Program:** Maintain current funding levels for the Pell Grant Program. In addition, allow funding for concurrent enrollment and oppose attempts to cap per-student grants.

**Mental Health Reform:** Support full implementation of the reform measures signed into law as the 21st Century Cures Act in 2016. In addition, support continuing implementation and enforcement of the Mental Health Parity and Addiction Equity Act (MHPAEA), as amended by the Health Care and Education Reconciliation Act of 2010; and eliminate barriers to treatment set forth by the Medicaid Institutions for Mental Disease (IMD) exclusion policy and the 190-day lifetime limit for inpatient treatment of Medicare recipients. This would ensure equitable coverage for mental health and addiction services in individual, group health plans and group health insurance coverage.

**Protect Federal Nutrition Programs:** Maintain the structure, financing and eligibility criteria of federal nutrition programs under the USDA, which benefit Oklahomans' health, family stability and educational attainment. The Child and Adult Care Food Program; Free and Reduced School Breakfast and Lunch (including the Community Eligibility Provision); the Summer Food Service Program; Supplemental Nutrition Assistance Program (SNAP); and Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) are all critical tools for combating food insecurity and preventing chronic disease, obesity, delayed early childhood development, absenteeism in schools, school behavioral issues and lower academic achievement.

**Support Pell Eligibility for Short-Term, Industry-Driven Training:** Expand Pell Grant eligibility to short-term, industry-driven training at higher education and vocational technical schools. Pell Grant eligibility is currently limited to programs covering two-thirds of an academic year, or 16 credit hours. This restriction was established before shorter-term credentials were as imperative for industry as they are today. Removing this restriction would help to build a much-needed worker pipeline for Oklahoma's companies. In addition, continue support for and recommend permanently reinstating Second Chance Pell funding.

# oneVoice

## 2018 Regional Legislative Agenda

**Support Training of Middle-Skill Workers:** Support efforts to meet current industry needs for middle-skill workers eligible for jobs that require training beyond high school but less than a four-year college degree. This includes: 1) Funding the Workforce Innovation and Opportunity Act at the level recommended by Congress as reauthorized in 2014; 2) Providing dedicated support for partnerships between industry and higher education and vocational technology schools; 3) Increasing funding for the Work Opportunity Tax Credit and expanding this program's support to include apprenticeships and other work-based learning; and 4) Expanding alternative pathways to employment, including apprenticeships, to allow for greater flexibility in learning opportunities.

### BUILDING INFRASTRUCTURE CRITICAL TO BUSINESS

**McClellan-Kerr Arkansas River Navigation System:** Increase congressional appropriations to address the approximately \$155 million in maintenance backlog of MKARNS – \$142.5 million of which is deemed critical – potentially leading to a shutdown of the waterway over the next five years. Also address the White River Entrance Channel cut-off problem caused by the tendency of the White and Arkansas rivers to merge together during flooding. Failure to correct this issue will lead to a loss of navigation on the entire system. Finally, provide the necessary appropriations to deepen MKARNS to its 12-foot authorized depth, thereby increasing barge productivity by 30 percent. Ensure any federal comprehensive infrastructure package includes funding for this issue.

**Tulsa's Levee System:** Continue to support addressing the critical infrastructure needs with Tulsa's aging levee system, which the Corps of Engineers has designated as one of the five percent highest-risk levee systems in the country. Federal legislation has authorized the Corps to develop a plan for addressing the structural deficiencies, but securing funding should remain a top priority. If one levee fails, it would be catastrophic for homeowners, two nationally strategic oil refineries and multiple industries currently protected by the system, and have devastating environmental impacts for the region. Ensure any federal comprehensive infrastructure package includes funding for this issue.

### ENSURING A PROSPEROUS ECONOMY

**Collection of Online Sales/Use Taxes:** Support passage of the Marketplace Fairness Act or other federal legislation that will ensure sales and use taxes already owed from online purchases are fairly and effectively reported, collected and remitted.

**Eliminate Barriers to Greater Use of Natural Gas:** Support measures to reduce or eliminate barriers to greater use of American-produced natural gas, including CNG, LNG, GTL and NGLs. Oklahoma is the third-largest producer of natural gas in the United States, and the Department of Energy should facilitate full development of this resource to strengthen the country's national security, economic outlook and geopolitical position in the world. DOE action on this initiative has the potential to significantly increase the Tulsa region's job creation in the production and manufacturing sectors.

# oneVoice

## 2018 Regional Legislative Agenda

**Federal Criminal Justice Reform:** Reform national criminal justice systems to emphasize rehabilitation and restorative justice, and fully fund the Second Chance Act, Justice Reinvestment Initiative and Mentally Ill Offender Treatment and Crime Reduction Act. In addition, reconsider recent moves toward long sentences and the strongest possible charges for low-level drug offenses, which do not promote public safety, deterrence and rehabilitation. Smart-on-crime reforms will ease workforce shortages, save taxpayer money, improve public safety and lead to better pathways for ex-offenders to contribute meaningfully to their local economies.

**Federal Historic Tax Credits:** Maintain federal Historic Rehabilitation Tax Credits for the restoration of historic buildings. These credits have for 30 years been an important catalyst for incentivizing private investment to preserve the nation's historically significant buildings and revitalize the historic cores of American cities. The existing 20 percent income tax credit for certified historic structures and 10 percent credit for certain noncertified historic structures should be preserved. Additionally, support the School Infrastructure Modernization Act, which expands the tax credit to include historic school buildings that still operate as an educational institution.

**Maintain Funding for EPA Brownfields Program:** Encourage Congress to maintain, or even increase, current funding levels for the EPA's Brownfields Program. Federal funding for rehabilitating brownfields sites is vital for Oklahoma's communities to address core environmental challenges, and reopen land for successful economic development and growth.

**SBA Loan Programs:** Streamline the application and approval process for the SBA 7(a) Loan Program in an effort to reduce the administrative burden of such loans. Additionally, support legislation that allows small business owners to refinance existing commercial debt using SBA's 504 Loan Program, and support the SBA's 8(a) program for disadvantaged small businesses. This will increase the availability of capital for small businesses and accelerate the creation of jobs and the growth of our economy.



To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL  
From: Julie Casteen, Finance Director  
Date: November 8, 2017  
Subject: Lease-Purchase of (22) Self-Contained Breathing Apparatuses

**Background:**

The current FY18 budget includes an appropriation in the Public Safety Capital Fund for an annual lease payment of \$66,603 for the purchase (22) Self-Contained Breathing Apparatuses (SCBAs). The amount budgeted for the purchase is \$250,000. The actual cost for (22) SCBAs is \$227,447.40. An additional \$2,000 in contingency items may be needed, which will not be financed.

Rate quotes were solicited from three financial institutions for financing over four years. The best rate was quoted by Oklahoma State Bank in Vinita:

Financial Institution	Rate	Annual Payment	Total Lease Payments
Oklahoma State Bank	2.39%	\$ 60,354.37	\$ 241,417.48
Government Capital	2.91%	\$ 61,063.95	\$ 244,255.80
Community Partners	3.30%	\$ 61,629.00	\$ 246,516.00

**Staff Recommendation**

Staff has reviewed the financing terms and recommends the following Council action:

Authorization for the Mayor or his designee to finalize and execute the leasing agreement with Oklahoma State Bank and any other arrangements necessary to complete the lease-purchase of (22) SCBAs at a cost not to exceed \$227,647.40, including \$200 loan documentation.

**Attachment**

1. Memo from Chief Newton
2. Equipment quotation from Northern Safety
3. Authorizing Resolution No. 17010
4. Form of Equipment Lease-Purchase Agreement with Oklahoma State Bank
5. IRS Form 8038-GC

# Memo

To: Honorable Mayor and City Council  
From: Paul Newton, Fire Chief  
CC: File  
Date: 10/05/17  
Re: SCBA (Self Contained Breathing Apparatus) Proposal

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**Background:**

Approximately five years ago, the Fire Department identified the need to replace our aging breathing apparatus. At that time, several of our air cylinders were approaching the end of their life cycle and current technology had far surpassed the existing inventory.

Moving forward, our agency conducted several evaluations of available products with a focus on technological advances that would enable our staff to provide an increased level of safety for themselves and the citizens we protect. During these evaluations, staff identified several components that will increase firefighter safety while allowing better in mask communication and the ability to see through smoke.

Fortunately, the citizens of Glenpool supported the need to upgrade our equipment and approved a sales tax package that specifically identified this project as a primary need. With their approval, an initial budget was established at \$250,000.00.

Completion of this project will involve a single vendor and should be accomplished within 3-4 months.

**Scott Safety (Northern Safety)**

SCBA and Related Equipment.	\$227,447.40
Contingency	\$ 2,000.00
Project Total	\$229,447.40

**Staff Recommendation:**

Staff recommends acquisition of equipment per the Finance Director's recommendation.



## Quotation

**Customer**

Glenpool Fire Department (Account #19911353)

 12205 S Yukon Ave  
 Glenpool, OK, 74033-6635

Attention: Cheif Newton

Phone: (918) 322-5409

Fax: (918) 209-4626

**Quote # 193903**
**Quote Effective Date**

10/05/2017

**Pricing Effective Through**

12/31/2017

Line	Item #	Description	UOM	Qty	Unit Price	Ext. Price
1	X3414022200301	X3 W/SNAP CHANGE 4500 QC DUAL EBSS APK TRACKER	EA	22	\$5,585.00	<b>\$122,870.00</b>
2	156675 200128-01	CYL & VALVE ASSY SNAP CHG CBN 4.5PSI 30	EA	20	\$839.00	<b>\$16,780.00</b>
3	200128-01-NC NO CHARGE CYLINDERS	Cylinder & Valve Assy (NxG) Carbon, 4500 psi, 30 min	EA	20	\$0.00	<b>\$0.00</b>
4	20197 200129-01	45 MIN 4500PSI CARBON CYLINDER NXG	EA	10	\$1,003.00	<b>\$10,030.00</b>
5	20933 200130-01	4500 PSI 60 MIN NXG7 CRBON CYLIN VALVE	EA	6	\$1,119.00	<b>\$6,714.00</b>
6	152302 200954-02	Scott Rit-Pak III Assembly Less Cylinder	EA	2	\$2,692.00	<b>\$5,384.00</b>
7	168007 805827-01	AIRCART 4 OUTLT HANSEN L/CY 2TOOL OUTLET	EA	1	\$2,511.00	<b>\$2,511.00</b>
8	7041 30010-050	Scott® Safety 50' Pressure Demand Airline Respirator Hose	EA	4	\$221.00	<b>\$884.00</b>
9	152278 200388-01	Tool Adapter	EA	4	\$473.00	<b>\$1,892.00</b>
10	199319 201276-11	SCOTT EPIC3 RADIO DRCT INTRFCE VOICE AMP	EA	26	\$654.00	<b>\$17,004.00</b>
11	201582-02	SCOTT SIGHT SYS MD 5-ST W/COMMUNICATION	EA	22	\$1,450.00	<b>\$31,900.00</b>
12	201583-02	SCOTT SIGHT SYS LARGE 5-ST W/COMMUNICATION	EA	4	\$1,450.00	<b>\$5,800.00</b>
13	SAR224050411001	SKAPAK 4500 PSI 10 MIN KEV EZ FLO NO FCPC NO CS	EA	4	\$1,300.00	<b>\$5,200.00</b>
14	H5	ZICO HIGH CYCLE SPRING CLIP 5.3 TO 5.8 DIAM Sold by the -- Select -- (1 Each in the -- Select --) Priced by the Each. FOR 6.1" TO 6.9" DIAMETER	EA	32	\$14.95	<b>\$478.40</b>

**Totals:**  
Quote Total: \$227,447.40

**Notes:**

All Quoted Pricing is evaluated after 60 days and may be subject to a Price Adjustment based on manufacturer increases and/or market conditions. \*\*Quotation does not include freight charges or state sales tax (if applicable) unless otherwise noted.\*\* Payment Terms are subject to Credit Approval. All pricing is in US Dollars. No other offers or discounts apply to quoted pricing.

**If you have any questions regarding this quote contact me:**

Deborah Smith, Key Account Specialist

To place an Order, call: (800) 631-1246 x2569 or Fax: (800) 635-1591

**RESOLUTION NO. 17010 OF THE CITY OF GLENPOOL**

**RESOLUTION AUTHORIZING THE CITY OF GLENPOOL TO ENTER INTO A CERTAIN EQUIPMENT LEASE-PURCHASE AGREEMENT BY AND BETWEEN OKLAHOMA STATE BANK AS THE LESSOR AND CITY OF GLENPOOL AS THE LESSEE, FOR THE ACQUISITION OF CERTAIN IDENTIFIED EQUIPMENT FROM NORTHERN SAFETY & INDUSTRIAL.**

**WHEREAS**, a true and real need exists for the acquisition of 22 Self-Contained Breathing Apparatuses (SCBAs) to replace aging and worn personal safety equipment presently in use by the City of Glenpool Fire Department; and

**WHEREAS**, The City has determined that the Scott equipment from Northern Safety & Industrial best enables the Glenpool Fire Department to perform its lawful and necessary functions in a safe manner for the total price of \$227,447.40; and

**WHEREAS**, The City has received a proposal from Northern Safety & Industrial, an authorized vendor of the equipment; and

**WHEREAS**, the City has received proposals from Oklahoma State Bank, Government Capital 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 4 years at 2.39% interest rate, and a \$200 documentation fee; and

**WHEREAS**, the City of Glenpool desires to finance the Equipment by entering into an Equipment 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 November 14, 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 equipment.

**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 Equipment.

§ 2. The City Council shall and hereby does approve the purchase of the Equipment at a cost not to exceed \$227,647.40, 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 Mayor Timothy Lee Fox 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 14<sup>th</sup> day of November.

---

Timothy Lee Fox, Mayor

ATTEST:

[MUNICIPAL SEAL]

---

Susan White, City Clerk

APPROVED AS TO FORM:

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Lowell Peterson, City Attorney

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**EQUIPMENT LEASE-PURCHASE AGREEMENT**

**By and between**

**Oklahoma State Bank  
as Lessor**

**and**

**City of Glenpool  
as Lessee**

**Dated as of November 14, 2017**

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## **EQUIPMENT LEASE-PURCHASE AGREEMENT**

This EQUIPMENT LEASE-PURCHASE AGREEMENT (the "Agreement"), dated as of November 14, 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:** Timothy Lee Fox

**Title:** Loan Officer

**Title:** Mayor

(SEAL)

(SEAL)

**ATTEST:**

**ATTEST:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** Susan White

**Title:** \_\_\_\_\_

**Title:** City Clerk

**EXHIBIT A TO EQUIPMENT LEASE-PURCHASE AGREEMENT**

Dated November 14, 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>
22	Scott X3 w/Snap Change 4500 QC Dual EBSS APK Tracker

Together with all accessions, additions and attachments thereto.

The Equipment is located at: Fire Department

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.

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**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 Fire personal safety equipment for the sole purpose of fulfilling essential public safety functions. The equipment is expected to remain in service for a minimum of fifteen years. This equipment is replacing equipment which serves the same function and has been in service for approximately sixteen years. The equipment was selected from an authorized dealer of Scott equipment. Lease payments will be funded by a sales tax dedicated for the purchase of public safety equipment and are to be paid from the Public Safety Capital Fund.

City of Glenpool

By: \_\_\_\_\_  
Timothy Lee Fox

Title: Mayor

**EXHIBIT B TO EQUIPMENT LEASE-PURCHASE AGREEMENT**  
**Dated November 14, 2017 Between Oklahoma State Bank as Lessor and City of Glenpool as Lessee.**  
**RENTAL PAYMENT SCHEDULE**

AMORTIZATION SCHEDULE

Equipment Cost \$227,447.40 + \$200.00 doc fee = \$227,647.40

Rate 2.39%

	<b>Date</b>	<b>Payment</b>	<b>Interest</b>	<b>Principal</b>	<b>Balance</b>
Loan	11/14/2017				227,647.40
2017 Totals		0.00	0.00	0.00	
1	11/14/2018	60,354.37	5,440.77	54,913.60	172,733.80
2018 Totals		60,354.37	5,440.77	54,913.60	
2	11/14/2019	60,354.37	4,128.34	56,226.03	116,507.77
2019 Totals		60,354.37	4,128.34	56,226.03	
3	11/14/2020	60,354.37	2,792.16	57,562.21	58,945.56
2020 Totals		60,354.37	2,792.16	57,562.21	
4	11/14/2021	60,354.37	1,408.81	58,945.56	0.00
2021 Totals		60,354.37	1,408.81	58,945.56	

City of Glenpool

By: \_\_\_\_\_  
**Timothy Lee Fox**  
 Title: Mayor

**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 November 14, 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: **(22) Scott X3 w/Snap Change 4500 QC Dual EBSS APK Tracker and related accessories**

City of Glenpool

By: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT D TO EQUIPMENT LEASE - PURCHASE AGREEMENT

OPINION OF COUNSEL



Lowell Peterson

City Attorney

12205 S. Yukon Avenue

Glenpool, OK 74033

(918) 322-5409 ext. 4647

Direct (918) 209-4647

Fax (918) 209-4641

Email: [lpeterson@cityofglenpool.com](mailto:lpeterson@cityofglenpool.com)

November 14, 2017

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

**RE: Equipment Lease-Purchase Agreement, Dated as of November 14, 2017**

Duly Authorized Representatives of Lessor:

This closing opinion is given pursuant to a certain Equipment Lease-Purchase Agreement (the "Agreement") dated as of November 14, 2017, by and between Oklahoma State Bank ("Lessor") and the City of Glenpool ("Lessee") and conforms to the requirements of Exhibit D to the Agreement. Capitalized terms used in this closing opinion shall have the meanings set forth in Section 1.01 of the Agreement unless stated otherwise herein.

As counsel for the Lessee, I have examined duly executed originals of the Agreement, the proceedings taken by Lessee to authorize and execute the Agreement, together with other related documents, and the Statutes and the Constitution ("Laws") of the State of Oklahoma (the "State") as presently enacted and construed.

Based upon such examination and upon any other such examination as I have deemed necessary or appropriate, it is my opinion that:

1. Lessee is a duly organized and validly existing municipal corporation and political subdivision of the State under the Laws of the State.
2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to all applicable Constitutional, statutory and/or local ordinance provisions which authorized the transaction described in the Agreement, or as otherwise applicable, and in accordance with Lessee's Authorizing Resolution of Governing Body in substantially the form attached as Exhibit F to the Agreement.

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

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

**Acting City Manager and City Clerk Susan White**

[www.glenpoolonline.com](http://www.glenpoolonline.com)

## EXHIBIT D TO EQUIPMENT LEASE - PURCHASE AGREEMENT

Oklahoma State Bank Legal Opinion  
November 15, 2016  
Page 2

### OPINION OF COUNSEL

3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, except as may otherwise be provided in Sections 3.03 and 4.02 thereof, with respect to the possible non-appropriation of funds by the Lessee in a subsequent fiscal year and with respect to rents being construed only as a current expense and not as a debt in any way that would violate the Laws of the State, respectively. 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.
4. Lessee has complied with applicable public bidding requirements.
5. To the best of my 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.
6. The signatures of the officers of Lessee which appear on the Agreement are true and genuine. I am personally familiar with said officers and know them to hold the offices set forth below their names.
7. Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and the related regulations and rulings.
8. The Lessee has, in its Resolution, certified that it has not issued or effected the issuance of, and reasonably anticipates that neither it nor any subordinate entities shall 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 thereby 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.

I expressly issue no opinion, and make no representation, with respect to whether the interest component of Rental Payments, as defined in the Agreement, does or will qualify for the exemption from gross income taxation as provided in Section 103 of the Internal Revenue Code of 1986, as amended.

Respectfully submitted,



Lowell L. Peterson  
City Attorney

**EXHIBIT E TO EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Dated November 14, 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 July 1 to June 30.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Susan White

Title: Secretary/Clerk of Lessee

**EXHIBIT F TO EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Dated November 14, 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 November 14<sup>th</sup>, 2017, the attached Official Resolution 17010 was introduced and adopted for the acquisition of (22) Scott X3 w/Snap Change 4500 QC Dual EBSS APK Tracker

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.

---

Susan White  
Secretary/Clerk of Lessee  
Attachments: Related Board Minutes

**EXHIBIT G TO EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Dated November 14, 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: (22) Scott X3 w/Snap Change 4500 QC Dual EBSS APK Tracker**

**\$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.**

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**EXHIBIT H TO EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Dated November 14, 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 2017 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:** \_\_\_\_\_  
**Timothy Lee Fox**

**Title: Mayor**

**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 November 14, 2017**

**Equipment Description: (22) Scott X3 w/Snap Change 4500 QC Dual EBSS APK Tracker**

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

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

**Name:** Darrell Colbert, or successor Finance Clerk

**Phone Number (918) 209- 4633**

**Information Return for Small Tax-Exempt  
Governmental Bond Issues, Leases, and Installment Sales**

▶ **Under Internal Revenue Code section 149(e)**

**Caution:** If the issue price of the issue is \$100,000 or more, use Form 8038-G.

**Part I Reporting Authority** Check box if **Amended Return**

<b>1</b> Issuer's name <u>City of Glenpool</u>		<b>2</b> Issuer's employer identification number (EIN) <u>2 3 7 1 9 6 9 3 5</u>	
<b>3</b> Number and street (or P.O. box if mail is not delivered to street address) <u>12205 S Yukon Ave</u>		Room/suite	
<b>4</b> City, town, or post office, state, and ZIP code <u>Glenpool OK 74033</u>		<b>5</b> Report number (For IRS Use Only) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
<b>6</b> Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information <u>Susan White, City Clerk</u>		<b>7</b> Telephone number of officer or legal representative <u>918-209-4630</u>	

**Part II Description of Obligations** Check one: a single issue  or a consolidated return

<b>8a</b> Issue price of obligation(s) (see instructions)	<b>8a</b>	
<b>b</b> Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ <u>11/14/2017</u>		
<b>9</b> Amount of the reported obligation(s) on line 8a that is:		
<b>a</b> For leases for vehicles	<b>9a</b>	
<b>b</b> For leases for office equipment	<b>9b</b>	
<b>c</b> For leases for real property	<b>9c</b>	
<b>d</b> For leases for other (see instructions) <u>Personal Safety Equipment</u>	<b>9d</b>	<u>227,647 40</u>
<b>e</b> For bank loans for vehicles	<b>9e</b>	
<b>f</b> For bank loans for office equipment	<b>9f</b>	
<b>g</b> For bank loans for real property	<b>9g</b>	
<b>h</b> For bank loans for other (see instructions)	<b>9h</b>	
<b>i</b> Used to refund prior issue(s)	<b>9i</b>	
<b>j</b> Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	<b>9j</b>	
<b>k</b> Other	<b>9k</b>	
<b>10</b> If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ <input type="checkbox"/>		
<b>11</b> If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ <input type="checkbox"/>		
<b>12</b> Vendor's or bank's name: <u>Oklahoma State Bank</u>		
<b>13</b> Vendor's or bank's employer identification number: <u>7 3 0 2 0 1 6 7 6</u>		

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative: \_\_\_\_\_ Date: \_\_\_\_\_

Timothy Lee Fox, Mayor  
Type or print name and title

<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**What's New**

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at [www.irs.gov/form8038](http://www.irs.gov/form8038). Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

**Who Must File**

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

**Filing a separate return for a single issue.** Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

**Filing a consolidated return for multiple issues.** For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

City Of  
**Glenpool**  
*Creating Opportunity*

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To: HONORABLE MAYOR, MEMBERS OF THE CITY COUNCIL  
 From: Julie Casteen, Finance Director  
 Date: November 8, 2017  
 Subject: Lease-Purchase of Two Police Vehicles

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**Background:**

The current FY18 budget includes an appropriation in the Public Safety Capital Fund for monthly lease payments of totaling \$21,696 to finance the replacement of two Police Vehicles. The amount budgeted for the purchase is \$83,000. The actual cost for two 2018 Ford Police Utility Interceptors is \$84,596. The difference between the budgeted amount for the vehicles and the debt service is \$2,350. The difference can be made up with a budget transfer using part of the savings from the SCBA project that came in substantially under budget.

Rate quotes were solicited from three financial institutions for financing over 48 months. The best rate was quoted by Oklahoma State Bank in Vinita:

Financial Institution	Rate	Monthly Payment (4 years)	Total Annual Payment	Total Lease Payments
Oklahoma State Bank	2.39%	\$ 1,854.10	\$ 22,249.20	\$ 88,996.80
Community Partners	3.30%	\$ 1,884.00	\$ 22,608.00	\$ 90,432.00
Government Capital	3.69%	\$ 1,901.58	\$ 22,818.96	\$ 91,275.84

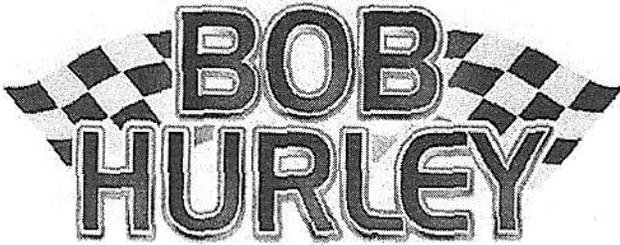
**Staff Recommendation**

Staff has reviewed the financing terms and recommends the following Council action:

- Authorization for the Mayor or his designee to finalize and execute the leasing agreement with Oklahoma State Bank and any other arrangements necessary to complete the lease-purchase of two 2018 Police Vehicles at a cost not to exceed \$84,796, including \$200 loan documentation with 48 monthly debt service payments of \$1,854.10.

**Attachments**

1. Vehicle quotation from Bob Hurley
2. Authorizing Resolution No. 17011
3. Form of Equipment Lease-Purchase Agreement with Oklahoma State Bank
4. IRS Form 8038-GC



copcars@bobhurleyford.com



## Government Sales

405-239-2700

877-239-2707

fax: 405-239-2705

October 18, 2017

Chief Dennis Waller  
Glenpool Police Department

Here's your pricing information requested for the 2018 Ford Utility Interceptors. It includes *all items ordered last year*, plus two additional ignition keys & remote fobs. Included are all factory standard & State Contract features, plus or minus the options.

Equipment: 49" Torrent light bar, RAYZR 6 head LED light stick, 2- Vertex R/B/ split LED, 2- 6 diode LED surface mounts, 2- 6 head surface mount w/vertical optics, 2- 3 diode white LED, push bar, 4- super thin LED surface, partition, cargo barrier, Weiser dual gun lock w/ handcuff lock, console w/ cupholder & armrest, Commander siren/light control w/ speaker, Raptor RP-1 Dual K radar, "phantom" antenna, SL20X flashlight, radio/light controls on 2 hour timer, and custom graphics.

**Light Bar Cars Each: \$42,298.00**

**These will be 2018's and will need to be ordered.**

Let me know if you require additional info -

Kenny Davis  
Government Sales Manager  
Bob Hurley Ford

**RESOLUTION NO. 17011 OF THE CITY OF GLENPOOL**

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

**WHEREAS**, a true and real need exists for the acquisition of two Police Vehicles to replace aging and worn fleet presently in use by the City of Glenpool Police Department; and

**WHEREAS**, The City has determined that the 2018 Ford Police Utility Interceptor best enables the Glenpool Police Department to perform its lawful and necessary functions for the total price of \$84,596 to purchase and equip two vehicles; and

**WHEREAS**, The City has received a proposal from Bob Hurley Ford, an authorized vendor under State of Oklahoma contract SW035 for the purchase of vehicles; and

**WHEREAS**, the City has received proposals from Oklahoma State Bank, Government Capital 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 2.39% interest rate, and a \$200 documentation fee; and

**WHEREAS**, the City of Glenpool desires to finance the vehicles by entering into an Equipment 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 November 14, 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 equipment.

**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 Equipment.

§ 2. The City Council shall and hereby does approve the purchase of the vehicles at a cost not to exceed \$84,796, 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 Mayor Timothy Lee Fox 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 14<sup>th</sup> day of November.

---

Timothy Lee Fox, Mayor

ATTEST:

[MUNICIPAL SEAL]

---

Susan White, City Clerk

APPROVED AS TO FORM:

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Lowell Peterson, City Attorney

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**EQUIPMENT LEASE-PURCHASE AGREEMENT**

**By and between**

**Oklahoma State Bank  
as Lessor**

**and**

**City of Glenpool  
as Lessee**

**Dated as of November 14, 2017**

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## **EQUIPMENT LEASE-PURCHASE AGREEMENT**

This EQUIPMENT LEASE-PURCHASE AGREEMENT (the "Agreement"), dated as of November 14, 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:** Timothy Lee Fox

**Title:** Loan Officer

**Title:** Mayor

(SEAL)

(SEAL)

**ATTEST:**

**ATTEST:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** Susan White

**Title:** \_\_\_\_\_

**Title:** City Clerk

**EXHIBIT A TO EQUIPMENT LEASE-PURCHASE AGREEMENT**

Dated November 14, 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>
2	2018 Ford Police Utility Interceptors

Together with all accessions, additions and attachments thereto.

The Equipment is located at: Police Department

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.

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**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 two Police vehicles 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 a vendor on the State of Oklahoma purchasing contract. Lease payments will be funded by a sales tax dedicated for the purchase of public safety equipment and are to be paid from the Public Safety Capital Fund.

City of Glenpool

By: \_\_\_\_\_  
Timothy Lee Fox

Title: Mayor

**EXHIBIT B TO EQUIPMENT LEASE-PURCHASE AGREEMENT**  
**Dated November 14, 2017 Between Oklahoma State Bank as Lessor and City of Glenpool as Lessee.**  
**RENTAL PAYMENT SCHEDULE**

AMORTIZATION SCHEDULE

Equipment Cost \$84,596.00 + \$200.00 doc fee= \$84,796.00  
Rate 2.39%

	Date	Payment	Interest	Principal	Balance
Loan	11/14/2017				84,796.00
1	12/14/2017	1,854.10	166.57	1,687.53	83,108.47
2017 Totals		1,854.10	166.57	1,687.53	
2	01/14/2018	1,854.10	168.70	1,685.40	81,423.07
3	02/14/2018	1,854.10	165.28	1,688.82	79,734.25
4	03/14/2018	1,854.10	146.19	1,707.91	78,026.34
5	04/14/2018	1,854.10	158.38	1,695.72	76,330.62
6	05/14/2018	1,854.10	149.94	1,704.16	74,626.46
7	06/14/2018	1,854.10	151.48	1,702.62	72,923.84
8	07/14/2018	1,854.10	143.25	1,710.85	71,212.99
9	08/14/2018	1,854.10	144.55	1,709.55	69,503.44
10	09/14/2018	1,854.10	141.08	1,713.02	67,790.42
11	10/14/2018	1,854.10	133.17	1,720.93	66,069.49
12	11/14/2018	1,854.10	134.11	1,719.99	64,349.50
13	12/14/2018	1,854.10	126.41	1,727.69	62,621.81
2018 Totals		22,249.20	1,762.54	20,486.66	

14	01/14/2019	1,854.10	127.11	1,726.99	60,894.82
15	02/14/2019	1,854.10	123.61	1,730.49	59,164.33
16	03/14/2019	1,854.10	108.47	1,745.63	57,418.70
17	04/14/2019	1,854.10	116.55	1,737.55	55,681.15
18	05/14/2019	1,854.10	109.38	1,744.72	53,936.43
19	06/14/2019	1,854.10	109.48	1,744.62	52,191.81
20	07/14/2019	1,854.10	102.52	1,751.58	50,440.23
21	08/14/2019	1,854.10	102.39	1,751.71	48,688.52
22	09/14/2019	1,854.10	98.83	1,755.27	46,933.25
23	10/14/2019	1,854.10	92.19	1,761.91	45,171.34
24	11/14/2019	1,854.10	91.69	1,762.41	43,408.93
25	12/14/2019	1,854.10	85.27	1,768.83	41,640.10
2019 Totals		22,249.20	1,267.49	20,981.71	
26	01/14/2020	1,854.10	84.52	1,769.58	39,870.52
27	02/14/2020	1,854.10	80.93	1,773.17	38,097.35
28	03/14/2020	1,854.10	72.34	1,781.76	36,315.59
29	04/14/2020	1,854.10	73.72	1,780.38	34,535.21
30	05/14/2020	1,854.10	67.84	1,786.26	32,748.95
31	06/14/2020	1,854.10	66.48	1,787.62	30,961.33
32	07/14/2020	1,854.10	60.82	1,793.28	29,168.05
33	08/14/2020	1,854.10	59.21	1,794.89	27,373.16
34	09/14/2020	1,854.10	55.56	1,798.54	25,574.62
35	10/14/2020	1,854.10	50.24	1,803.86	23,770.76
36	11/14/2020	1,854.10	48.25	1,805.85	21,964.91
37	12/14/2020	1,854.10	43.15	1,810.95	20,153.96
2020 Totals		22,249.20	763.06	21,486.14	

38	01/14/2021	1,854.10	40.91	1,813.19	18,340.77
39	02/14/2021	1,854.10	37.23	1,816.87	16,523.90
40	03/14/2021	1,854.10	30.30	1,823.80	14,700.10
41	04/14/2021	1,854.10	29.84	1,824.26	12,875.84
42	05/14/2021	1,854.10	25.29	1,828.81	11,047.03
43	06/14/2021	1,854.10	22.42	1,831.68	9,215.35
44	07/14/2021	1,854.10	18.10	1,836.00	7,379.35
45	08/14/2021	1,854.10	14.98	1,839.12	5,540.23
46	09/14/2021	1,854.10	11.25	1,842.85	3,697.38
47	10/14/2021	1,854.10	7.26	1,846.84	1,850.54
48	11/14/2021	1,854.10	3.56	1,850.54	0.00
2021 Totals		20,395.10	241.14	20,153.96	
Grand Totals		88,996.80	4,200.80	84,796.00	

**City of Glenpool**

**By:** \_\_\_\_\_  
**Timothy Lee Fox**  
**Title:** Mayor

**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 November 14, 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: **(2) 2018 Ford Police Utility Interceptors and related accessories**

City of Glenpool

By: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT D TO EQUIPMENT LEASE - PURCHASE AGREEMENT

OPINION OF COUNSEL



Lowell Peterson

City Attorney

12205 S. Yukon Avenue

Glenpool, OK 74033

(918) 322-5409 ext. 4647

Direct (918) 209-4647

Fax (918) 209-4641

Email: [lpeterson@cityofglenpool.com](mailto:lpeterson@cityofglenpool.com)

November 14, 2017

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

**RE: Equipment Lease-Purchase Agreement, Dated as of November 14, 2017**

Duly Authorized Representatives of Lessor:

This closing opinion is given pursuant to a certain Equipment Lease-Purchase Agreement (the "Agreement") dated as of November 14, 2017, by and between Oklahoma State Bank ("Lessor") and the City of Glenpool ("Lessee") and conforms to the requirements of Exhibit D to the Agreement. Capitalized terms used in this closing opinion shall have the meanings set forth in Section 1.01 of the Agreement unless stated otherwise herein.

As counsel for the Lessee, I have examined duly executed originals of the Agreement, the proceedings taken by Lessee to authorize and execute the Agreement, together with other related documents, and the Statutes and the Constitution ("Laws") of the State of Oklahoma (the "State") as presently enacted and construed.

Based upon such examination and upon any other such examination as I have deemed necessary or appropriate, it is my opinion that:

1. Lessee is a duly organized and validly existing municipal corporation and political subdivision of the State under the Laws of the State.
2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to all applicable Constitutional, statutory and/or local ordinance provisions which authorized the transaction described in the Agreement, or as otherwise applicable, and in accordance with Lessee's Authorizing Resolution of Governing Body in substantially the form attached as Exhibit F to the Agreement.

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

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

**Acting City Manager and City Clerk Susan White**

[www.glenpoolonline.com](http://www.glenpoolonline.com)

## EXHIBIT D TO EQUIPMENT LEASE - PURCHASE AGREEMENT

Oklahoma State Bank Legal Opinion  
November 15, 2016  
Page 2

### OPINION OF COUNSEL

3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, except as may otherwise be provided in Sections 3.03 and 4.02 thereof, with respect to the possible non-appropriation of funds by the Lessee in a subsequent fiscal year and with respect to rents being construed only as a current expense and not as a debt in any way that would violate the Laws of the State, respectively. 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.
4. Lessee has complied with applicable public bidding requirements.
5. To the best of my 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.
6. The signatures of the officers of Lessee which appear on the Agreement are true and genuine. I am personally familiar with said officers and know them to hold the offices set forth below their names.
7. Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and the related regulations and rulings.
8. The Lessee has, in its Resolution, certified that it has not issued or effected the issuance of, and reasonably anticipates that neither it nor any subordinate entities shall 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 thereby 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.

I expressly issue no opinion, and make no representation, with respect to whether the interest component of Rental Payments, as defined in the Agreement, does or will qualify for the exemption from gross income taxation as provided in Section 103 of the Internal Revenue Code of 1986, as amended.

Respectfully submitted,



Lowell L. Peterson  
City Attorney

**EXHIBIT E TO EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Dated November 14, 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 July 1 to June 30.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Susan White

Title: Secretary/Clerk of Lessee

**EXHIBIT F TO EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Dated November 14, 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 November 14<sup>th</sup>, 2017, the attached Official Resolution 17011 was introduced and adopted for the acquisition of (2) Ford 2018 Police Utility Interceptors and related equipment.

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.

---

Susan White  
Secretary/Clerk of Lessee  
Attachments: Related Board Minutes

**EXHIBIT G TO EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Dated November 14, 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: (2) Ford 2018 Police Utility Interceptors and related equipment.**

**\$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.**

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**EXHIBIT H TO EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Dated November 14, 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 2017 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:** \_\_\_\_\_  
**Timothy Lee Fox**

**Title:** Mayor

**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 November 14, 2017**

**Equipment Description: (2) Ford 2018 Police Utility Interceptors and related equipment.**

**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:** Darrell Colbert, or successor Finance Clerk

**Phone Number (918) 209- 4633**

**Information Return for Small Tax-Exempt  
Governmental Bond Issues, Leases, and Installment Sales**

▶ **Under Internal Revenue Code section 149(e)**

**Caution:** If the issue price of the issue is \$100,000 or more, use Form 8038-G.

**Part I Reporting Authority** Check box if **Amended Return**

1 Issuer's name <u>City of Glenpool</u>		2 Issuer's employer identification number (EIN) <u>2 3 7 1 9 6 9 3 5</u>	
3 Number and street (or P.O. box if mail is not delivered to street address) <u>12205 S Yukon Ave</u>		Room/suite	
4 City, town, or post office, state, and ZIP code <u>Glenpool OK 74033</u>		5 Report number (For IRS Use Only) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information <u>Susan White, City Clerk</u>		7 Telephone number of officer or legal representative <u>918-209-4630</u>	

**Part II Description of Obligations** Check one: a single issue  or a consolidated return

8a Issue price of obligation(s) (see instructions)	8a		
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ <u>11/14/2017</u>			
9 Amount of the reported obligation(s) on line 8a that is:			
a For leases for vehicles	9a	84,796	00
b For leases for office equipment	9b		
c For leases for real property	9c		
d For leases for other (see instructions)	9d		
e For bank loans for vehicles	9e		
f For bank loans for office equipment	9f		
g For bank loans for real property	9g		
h For bank loans for other (see instructions)	9h		
i Used to refund prior issue(s)	9i		
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j		
k Other	9k		
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ <input type="checkbox"/>			
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ <input type="checkbox"/>			
12 Vendor's or bank's name: <u>Oklahoma State Bank</u>			
13 Vendor's or bank's employer identification number: <u>7 3 0 2 0 1 6 7 6</u>			

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative: \_\_\_\_\_ Date: \_\_\_\_\_

Timothy Lee Fox, Mayor  
Type or print name and title

<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**What's New**

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at [www.irs.gov/form8038](http://www.irs.gov/form8038). Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

**Who Must File**

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

**Filing a separate return for a single issue.** Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

**Filing a consolidated return for multiple issues.** For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

**City of Glenpool/Glenpool Industrial Authority Operational**  
**Agreement with Glenpool Chamber of Commerce**

This agreement (“Agreement”) is entered as of July 1, 2017, without regard to the date signed by either party, by and among the City of Glenpool (for budgetary purposes), the Glenpool Industrial Authority (as owner of the Glenpool City Hall/Conference Center), acting jointly as “Glenpool,” and the Glenpool Chamber of Commerce, a not-for-profit corporation (“Chamber”).

- I. Glenpool agrees to provide the following:
  - A. Glenpool will provide space consisting of two offices and a reception area on the first floor of the City Hall/Conference Center to be occupied by the Chamber for its exclusive use.
  - B. Based on availability as determined in its discretion, Glenpool will provide use of meeting space for periodic use by the Chamber with reasonable notice to, and to be coordinated with, the Conference Center Director, and at no cost the Chamber.
  - C. Glenpool will provide the most appropriate meeting space, as determined by the Conference Center Director, for nine monthly business luncheons hosted by the Chamber, with reasonable notice to Glenpool, at no cost to the Chamber.
  - D. Glenpool will also provide, at no cost to the Chamber, use of conference center space for the annual banquet hosted by the Chamber. Chamber shall be responsible for reserving said space at least six months in advance to avoid potential conflicts with other leases at the Conference Center.
  - E. Glenpool will provide and pay for all electricity, natural gas and City of Glenpool or the Glenpool Utility Services Authority-owned or -managed utilities for the spaces described in subsections A., B., C. and D.
  - F. Glenpool will provide Chamber One Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents monthly (\$1,666.66 monthly; aggregate of \$20,000 annually) as consideration for Chamber services that are of community-wide benefit to the City of Glenpool and enumerated in Section II of this Agreement.
  - G. Glenpool will provide personnel to supplement the front desk support otherwise provided by the Chamber as required under Section II, for up to one day per week during any non-emergent situation. Such supplemental support shall only be required when existing Chamber personnel are needed to assist with an event being sponsored or promoted under the requirements of Section II of this Agreement. Routine requests for support will be submitted to the city manager at least 48 hours in advance or risk that such personnel will not be available. Glenpool shall not be required to provide such supplemental support for more than 12 days during any fiscal year that this Agreement is in force.

- H. Glenpool will support the economic development goals of the annual Black Gold Days event by contributing no more than \$5,000 subject to such reasonable restrictions on its use as Glenpool deems appropriate; *provided that* the Chamber, or its vendors, will be responsible for the cost of making arrangements for additional trash service, electrical work and the cost of labor, including reimbursement to the City of Glenpool for personnel provided to Chamber in the performance, without limitation, of maintenance, set-up assistance and/or security. Neither the City of Glenpool nor the Glenpool Industrial Authority will be obligated to any monetary commitment for this event beyond the \$5,000 contributed under this subsection H.

II. Chamber agrees to provide the following:

- A. At any time Chamber personnel are the last to leave the premises, it will be that person's(s') responsibility to ensure that the Premises are closed and secured. Specifically, it is the responsibility of the Chamber to ensure the Conference Center is closed and secured properly at the end of any event hosted by the Chamber.
- B. Chamber will be responsible to pay: (i) annual rent to Glenpool for specified office, storage and conference room space in an amount not to exceed one hundred dollars (\$100) for the term of this Agreement; (ii) its own phone and Internet services, and (iii) signage pre-approved by City of Glenpool staff.
- C. Chamber shall work on business retention and expansion efforts with existing businesses, and shall serve as a local business advocate addressing the concerns of local businesses. Chamber shall periodically report significant concerns of the business community to the City Manager to the extent deemed necessary and appropriate by the Chamber.
- D. Chamber shall provide front desk support for the City Hall/Conference Center during regular business days of the City of Glenpool for the hours from 8 a.m. through 5 p.m. Monday through Friday. No such services shall be required on days that are official holidays of the City of Glenpool. As provided by Section I.G., Chamber shall notify the city manager, or his/her designee, at least 48 hours in advance of non-emergent situations where supplemental personnel are needed by the Chamber to fulfill the requirements of this section. In emergency situations (i.e. unexpected absences), the Chamber shall immediately notify the city manager of the need for supplemental personnel.
- E. Chamber will provide an Annual Activity Report, in a format agreed to between the parties, to be submitted to the Glenpool City Manager by the 10<sup>th</sup> day of June of each fiscal year this Agreement is in effect.

III. Term, Renewal and Termination

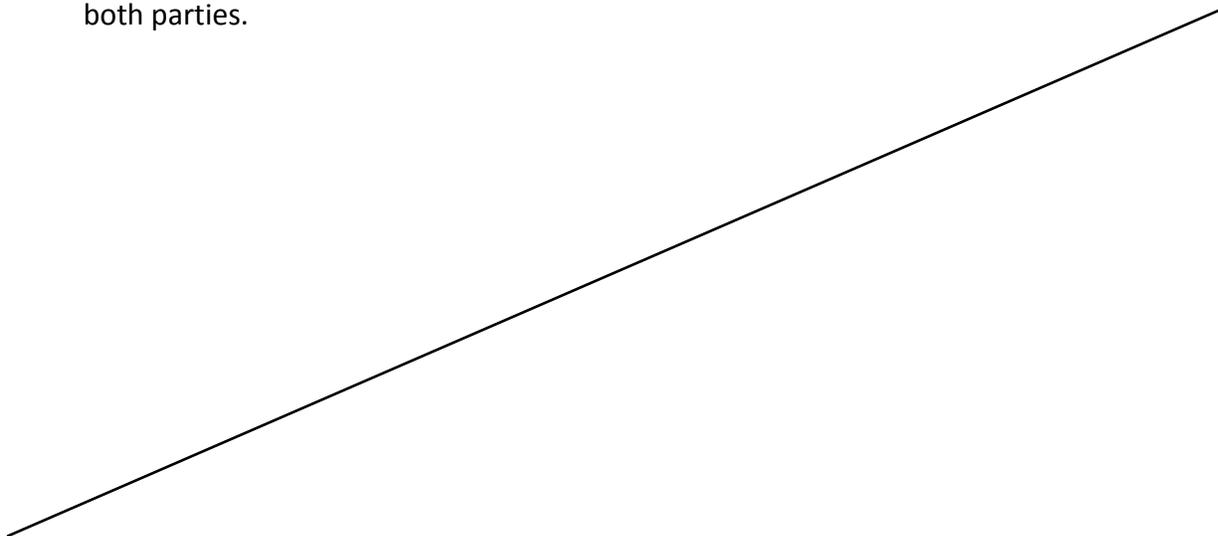
- A. The term of this Agreement shall be one year, to be measured on a City of Glenpool fiscal year (July 1, 2017 - June 30, 2018) basis ("**Term**"), with any payments to the Chamber provided as consideration for services to the Glenpool Industrial Authority

or the City of Glenpool, but not issued as of the effective date of this Agreement, being payable retroactively to July 1, 2017.

- B. Although Glenpool and the Chamber, by appropriate action of their respective governing bodies, may opt to extend this Agreement or negotiate a new agreement upon expiration of the term set forth in subsection III. A., Glenpool and the Chamber both understand and acknowledge that that neither the City of Glenpool, the Glenpool Industrial Authority nor the Chamber intend this Agreement as a representation, nor should it be read to represent, that either party has any obligation either to extend or replace this Agreement. Under no circumstance will this Agreement automatically renew
- C. Either party may terminate this Agreement by providing written 60 days' notice to the other party, provided that either party may immediately terminate this Agreement upon the breach of a material term by the other.

IV. Entire Agreement

It is understood that this Agreement is a complete understanding of all terms and conditions governed by this Agreement during the stated term, and that said terms and conditions cannot be altered in any manner other than by written agreement of both parties.



IN WITNESS WHEREOF, the parties have hereto set their hands this 16th day of October 2017.

THE CITY OF GLENPOOL, OKLAHOMA  
A Municipal Corporation

By: \_\_\_\_\_  
Timothy Lee Fox, Mayor

THE GLENPOOL INDUSTRIAL AUTHORITY,  
An Oklahoma Public Trust Authority

By: \_\_\_\_\_  
Timothy Lee Fox, Chairman

Attest:

\_\_\_\_\_  
Susan White, City Clerk /Trust Authority Secretary

Approved as to form:

\_\_\_\_\_  
Lowell Peterson, City Attorney/Trust Authority Attorney

THE GLENPOOL CHAMBER OF COMMERCE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary, Board of Directors

Approved as to form:

\_\_\_\_\_  
Chamber Attorney



---

## MEMORANDUM

**TO:** HONORABLE MAYOR and CITY COUNCIL

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

**RE:** ORDINANCE TO CLOSE A PORTION OF A PUBLIC UTILITY  
EASEMENT – “GLEN HILLS ADDITION”

**DATE:** NOVEMBER 14, 2017

### BACKGROUND

This item is for Council consideration and action regarding the request by Ryan McCarty on behalf of K&S Development, Inc to officially close a portion of a certain Public Utility Easement by way of approving City Ordinance No. 745. Said easement is located on property owned by K&S Development to be developed as “Glen Hills Addition”. The attached survey, preliminary subdivision plat of Glen Hills Addition, and Exhibit ‘A’ of the proposed Ordinance No. 745 illustrate the location of the subject utility easement. As shown, the alignment of this existing easement negatively impacts the subdivision lot and block layout as well as the intended public improvements that will be constructed to serve this new residential addition. Attached is a copy of the original easement grant that was dedicated to the public in 2003 covering the installation of a certain sanitary sewer lift station and associated force main constructed to provide sanitary sewer service to the Glenshire Apartment Project. The development of the Glen Hills addition, in conjunction with the adjacent Elm Pointe project, will eliminate the need for this existing lift station and force main. However, the current request is to approve the attached easement closure ordinance only on property owned by K&S Development as necessary to accommodate the Glen Hills project. The balance of the existing easement is on property now owned by Elm Pointe CS, LLC and will be closed and vacated in the second phase of the Elm Pointe project. However, the development of the Glen Hills project will intercept the sewer discharge from the existing force main at the east property line of Glen Hills and route the sewage discharge from the Glenshire Apartment project through the sanitary sewer system installed in the Glen Hills project.

It should be noted that the partial closure of this existing easement still allows the City the right to re-open the easement should the need to do so arise in the future.

However, the developer of Glen Hills intends to submit an application to the Tulsa District Court to officially vacate the closed easement. If approved by the District Court, the vacation will prevent any future re-opening by the City.

**Staff Recommendation:**

Staff has reviewed and approved the request by K&S Development, LLC to close the section of the Public Utility Easement in question by way of City of Glenpool Ordinance No. 745 and has issued official notice of such closure to all private franchise utility entities (see attached notice) that may be impacted by such action. No franchise utility suppliers have responded to this action and Staff therefor recommends Council approval of Ordinance No. 745 and to implement the associated Emergency Clause by separate action.

**Attachments:**

- A. Original Public Utility Easement Grant
- B. Preliminary Subdivision Plat "Glen Hills Addition"
- C. Notice of Public Closing of a Public Easement
- D. City of Glenpool Ordinance No. 745
- E. Emergency Clause

# Glenn Hills Blocks 1-6

## Planned Unit Development No. 34

A SUBDIVISION IN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA BEING A PART OF THE SE/4 OF SECTION TWELVE (12), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN.

### Owner / Developer

K & S DEVELOPMENTS, INC.  
12150 EAST 98TH STREET NORTH, SUITE D  
OWASSO, OK 74055  
PHONE: (918) 274-0406  
MR. PETE KOURTIS

### Engineer

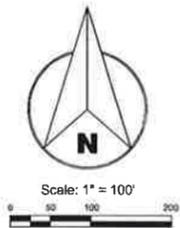
ENGINEERED BY DESIGN, PLLC  
P.O. BOX 15567  
DEL CITY, OKLAHOMA 73155  
PHONE: (818) 809-8253  
ahale@engineeredbydesign.pro  
C.A. # 7655 EXPIRES 6-30-2016

### Surveyor

FRITZ LAND SURVEYING, LLC  
2017 WEST 91ST STREET  
TULSA, OKLAHOMA 74132  
PHONE: (818) 231-0575  
EMAIL: fritzlandsurveying@gmail.com  
C.A. # 5848 EXPIRES 6-30-2017



Location Map  
SCALE 1"=2000'



### FINAL PLAT CERTIFICATE OF APPROVAL

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

CHAIRPERSON, VICE CHAIRPERSON OR SECRETARY

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

MAYOR OR

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

CITY MANAGER

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

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS

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

DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

PAT KEY, TULSA COUNTY CLERK

DEPUTY

COUNTY TREASURER STAMP

### Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	151.63'	175.00'	49°38'44"	N 24°42'30" E	146.93'
C2	29.05'	25.00'	66°34'58"	S 82°29'58" E	27.44'
C3	40.15'	25.00'	92°01'04"	N 11°25'16" W	35.97'
C4	146.25'	125.00'	87°02'03"	S 33°27'45" W	136.05'
C5	146.38'	125.00'	87°05'38"	N 33°25'57" E	136.16'
C6	8.46'	175.00'	2°48'13"	S 65°35'40" W	8.46'
C7	130.92'	182.00'	41°12'53"	N 89°46'56" W	128.11'
C8	76.91'	132.00'	32°59'34"	N 73°55'35" W	74.96'
C9	105.81'	175.00'	34°38'33"	S 17°16'59" W	104.20'
C10	127.32'	175.00'	41°45'08"	S 18°26'43" E	124.22'
C11	16.20'	25.00'	37°07'10"	S 18°26'43" E	15.91'
C12	16.20'	25.00'	37°07'10"	N 71°01'03" E	15.91'
C13	39.40'	25.00'	90°18'30"	N 45°16'07" W	35.45'
C14	143.59'	50.00'	164°32'49"	N 45°16'07" W	99.02'
C15	39.27'	25.00'	90°00'00"	S 45°06'52" E	35.36'
C16	39.27'	25.00'	90°00'00"	S 44°53'08" W	35.36'
C17	39.14'	25.00'	89°41'30"	N 44°43'53" E	35.20'
C18	21.03'	25.00'	48°11'23"	S 66°19'41" E	20.41'
C19	21.03'	25.00'	48°11'23"	S 65°28'57" W	20.41'
C20	241.19'	50.00'	276°22'46"	S 00°25'22" E	86.67'
C21	39.40'	25.00'	90°18'30"	N 45°16'07" W	35.45'
C22	16.32'	25.00'	37°23'35"	S 18°48'40" E	16.03'
C23	16.32'	25.00'	37°23'35"	N 71°43'34" W	16.03'
C24	143.53'	50.00'	164°28'40"	N 44°43'53" E	89.08'
C25	39.14'	25.00'	89°41'30"	N 44°43'53" E	35.26'
C26	39.14'	25.00'	89°41'30"	S 44°43'53" W	35.26'
C27	39.43'	25.00'	90°22'05"	S 45°14'19" E	35.47'
C28	39.11'	25.00'	89°37'55"	N 44°45'40" E	35.24'
C29	39.43'	25.00'	90°22'05"	N 45°14'19" W	35.47'
C30	39.11'	25.00'	89°37'55"	S 44°45'41" W	35.24'
C31	16.18'	25.00'	37°05'34"	S 71°01'51" W	15.90'
C32	39.43'	25.00'	90°22'05"	S 45°14'19" E	35.47'
C33	16.18'	25.00'	37°05'34"	N 16°29'30" E	15.90'
C34	143.60'	50.00'	164°33'12"	S 45°16'07" E	99.09'
C35	39.40'	25.00'	90°18'30"	N 45°16'07" W	35.45'
C36	105.39'	175.00'	34°30'19"	S 17°11'52" W	103.80'
C37	38.52'	25.00'	88°17'29"	N 09°41'43" W	34.82'
C38	39.43'	25.00'	90°22'05"	S 45°14'19" E	35.47'
C39	39.11'	25.00'	89°37'55"	N 44°45'41" E	35.24'
C40	241.19'	50.00'	276°22'46"	S 00°25'22" E	86.67'
C41	21.03'	25.00'	48°11'23"	S 66°19'41" E	20.41'
C42	21.03'	25.00'	48°11'23"	S 65°28'57" W	20.41'
C43	108.18'	125.00'	49°35'09"	S 24°44'17" W	104.83'
C44	37.70'	12.00'	180°00'00"	S 89°53'08" W	24.00'
C45	37.70'	12.00'	180°00'00"	N 89°53'08" E	24.00'
C46	55.17'	35.00'	90°18'30"	S 45°16'07" E	49.63'
C47	54.79'	35.00'	89°41'30"	N 44°43'53" E	49.36'

### Notes

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

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

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

### Summary

SUBDIVISION CONTAINS EIGHTY-SIX (86) LOTS IN SIX (6) BLOCKS AND FIVE (5) RESERVE AREAS  
GROSS SUBDIVISION AREA: 1,255,578.71 SF / 28.82 AC

### Basis of Bearings

THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 12, T-17-N, R-12-E, AS SOUTH 89°34'38" WEST

### Monumentation

ALL CORNERS SHOWN HEREON WERE SET USING A 3/8" x 1/8" STEEL PIN WITH A GREEN PLASTIC CAP STAMPED "FRITZ CA5848"

### Benchmark

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

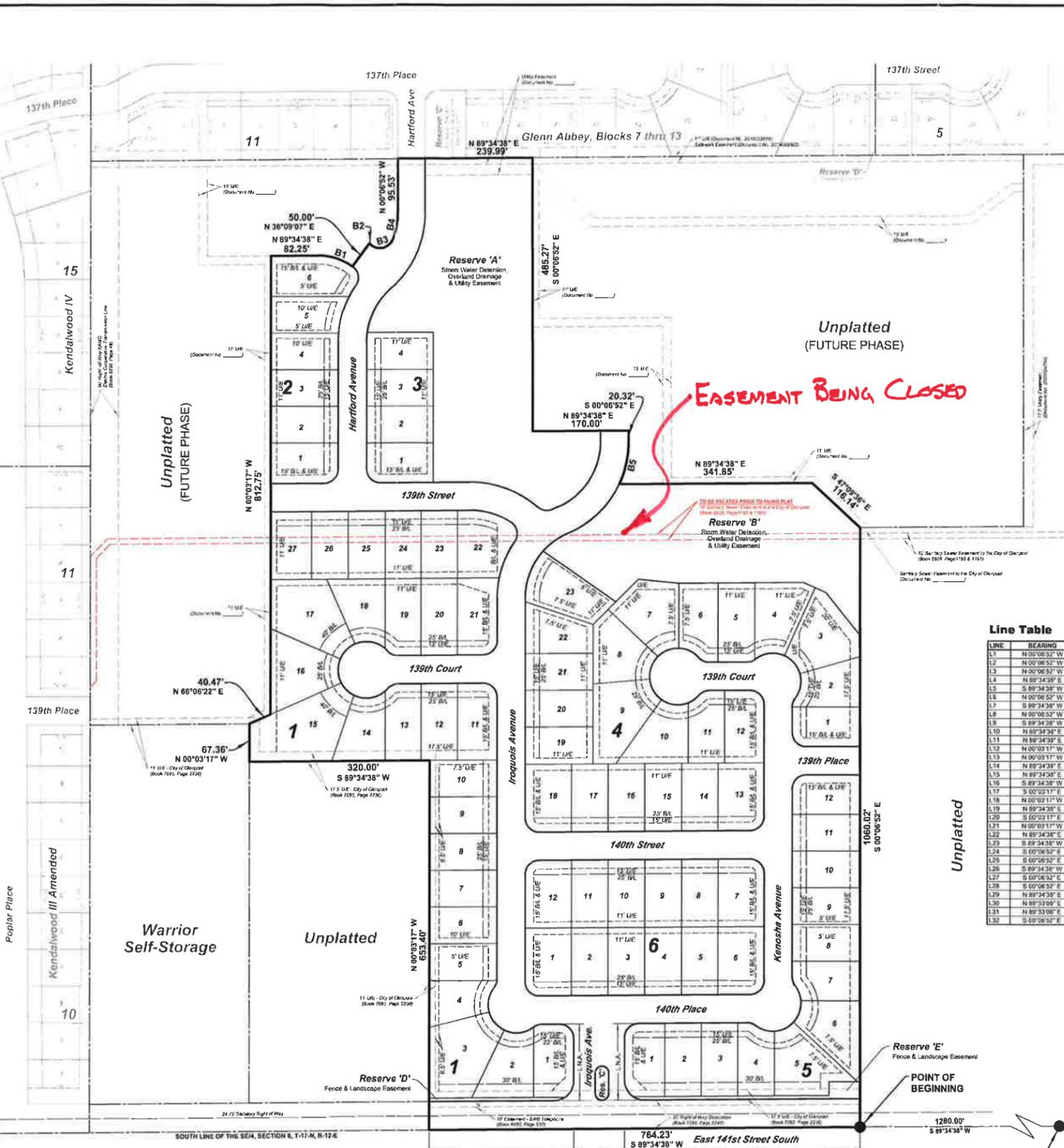
### Line Table

LINE	BEARING	DISTANCE
L1	N 00°06'52" W	25.00'
L2	N 00°06'52" W	188.50'
L3	N 00°06'52" W	45.00'
L4	N 89°34'38" E	67.31'
L5	S 89°34'38" W	72.22'
L6	N 00°06'52" W	180.00'
L7	S 89°34'38" W	126.01'
L8	N 00°06'52" W	333.20'
L9	S 89°34'38" W	151.78'
L10	N 89°34'38" E	152.41'
L11	N 89°34'38" E	85.79'
L12	N 00°03'11" W	190.20'
L13	N 00°03'11" W	498.96'
L14	N 89°34'38" E	373.80'
L15	N 89°34'38" E	373.75'
L16	S 89°34'38" W	373.96'
L17	S 00°03'11" E	389.05'
L18	N 00°02'11" W	75.29'
L19	N 89°34'38" E	95.16'
L20	S 00°03'11" E	225.74'
L21	N 00°03'11" W	226.37'
L22	N 89°34'38" E	159.42'
L23	N 89°34'38" W	354.89'
L24	S 00°06'52" E	36.00'
L25	S 00°06'52" E	36.00'
L26	S 89°34'38" W	286.54'
L27	S 00°06'52" E	73.09'
L28	S 00°06'52" E	74.95'
L29	N 89°34'38" E	317.83'
L30	N 89°33'09" E	85.00'
L31	N 89°33'09" E	85.00'
L32	S 00°06'52" E	95.80'

POINT OF BEGINNING

POINT OF COMMENCEMENT SOUTHEAST CORNER SECTION 12, T-17-N, R-12-E

1280.00' S 89°34'38" W



### Boundary Curve Table

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
B1	63.84'	100.00'	S 72°09'07" E	62.78'
B2	4.28'	150.00'	S 53°01'50" E	4.28'
B3	46.19'	25.00'	N 74°51'30" E	39.89'
B4	48.69'	125.00'	N 10°54'28" E	47.80'
B5	77.41'	175.00'	S 12°33'25" W	76.78'

### Legend

B/L - BUILDING SETBACK LINE  
U/E - UTILITY EASEMENT  
OD/E - OVERLAND DRAINAGE EASEMENT  
- LOT STREET ADDRESS

Tulsa County Clerk - EARLENE WILSON  
Doc# 02137763 Pgs 6 B/P 6858/1197-1202  
Receipt # 616995 10/31/02 13:14:54  
Fee 23.00

EXCEPTION NO. 19

PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE, made this 24<sup>th</sup> day of October, 2002, by and between, Dan Charles Chancellor, Michael Malloy Chancellor, Glenna Gail Davis (formerly known as Glenna Gail Spring) and Bonnie Jean Kelley (formerly known as Bonnie Jean Chancellor), Trustees of the Gregory Chancellor Trust dated January 12, 1983, hereinafter collectively called "Grantor" (whether singular or plural), and THE CITY OF GLENPOOL, Oklahoma, hereinafter called "Grantee".

WITNESSETH, that said Grantor, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said Grantee, its successors and assigns, the following described real estate and interests in real estate in the County of Tulsa, State of Oklahoma, to-wit:

SEE EXHIBIT "A" attached

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining public utilities or for such other purposes hereinabove set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, the said Grantor hereby covenanting that said Grantor has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by the said Grantor or those under whom said Grantor claims title and that Grantor will warrant and defend the title to the said premises unto the said Grantee and to its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and none.

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.

Dan Charles Chancellor  
Dan Charles Chancellor, Trustee  
of the Gregory Chancellor Trust  
dated January 12, 1983

STATE OF Colorado ) ACKNOWLEDGMENT  
COUNTY OF San Miguel ) ss.

This instrument was acknowledged before me this 24<sup>th</sup> day of October, 2002 by Dan Charles Chancellor, Trustee of the Gregory Chancellor Trust dated January 12, 1983.

My commission Expires:

non-expiring



RECORD & RETURN 6101-2102.COM  
FIRSTTITLE & ABSTRACT SERVICES, INC.  
7066 EAST 61 ST. SUITE 230  
TULSA, OKLA. 74133

6858 1197

23

6



6858 1199

Glenna Gail Davis FKAT  
Glenna Gail Davis, f/k/a,  
Glenna Gail Spring, Trustee of  
the Gregory Chancellor Trust  
dated January 12, 1983  
*Glenna Gail Spring*

**ACKNOWLEDGMENT**

STATE OF Colorado )  
COUNTY OF Denver ) ss.

This instrument was acknowledged before me this 25<sup>th</sup> day of October, 2002 by Glenna Gail Davis, f/k/a Glenna Gail Spring, Trustee of the Gregory Chancellor Trust dated January 12, 1983.

Karen E. Gattis  
Notary Public  


My Commission Expires:

MY COMMISSION EXPIRES  
FEB. 10, 2003  
100 BROADWAY  
DENVER, CO 80203

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6858 1201

EXHIBIT A

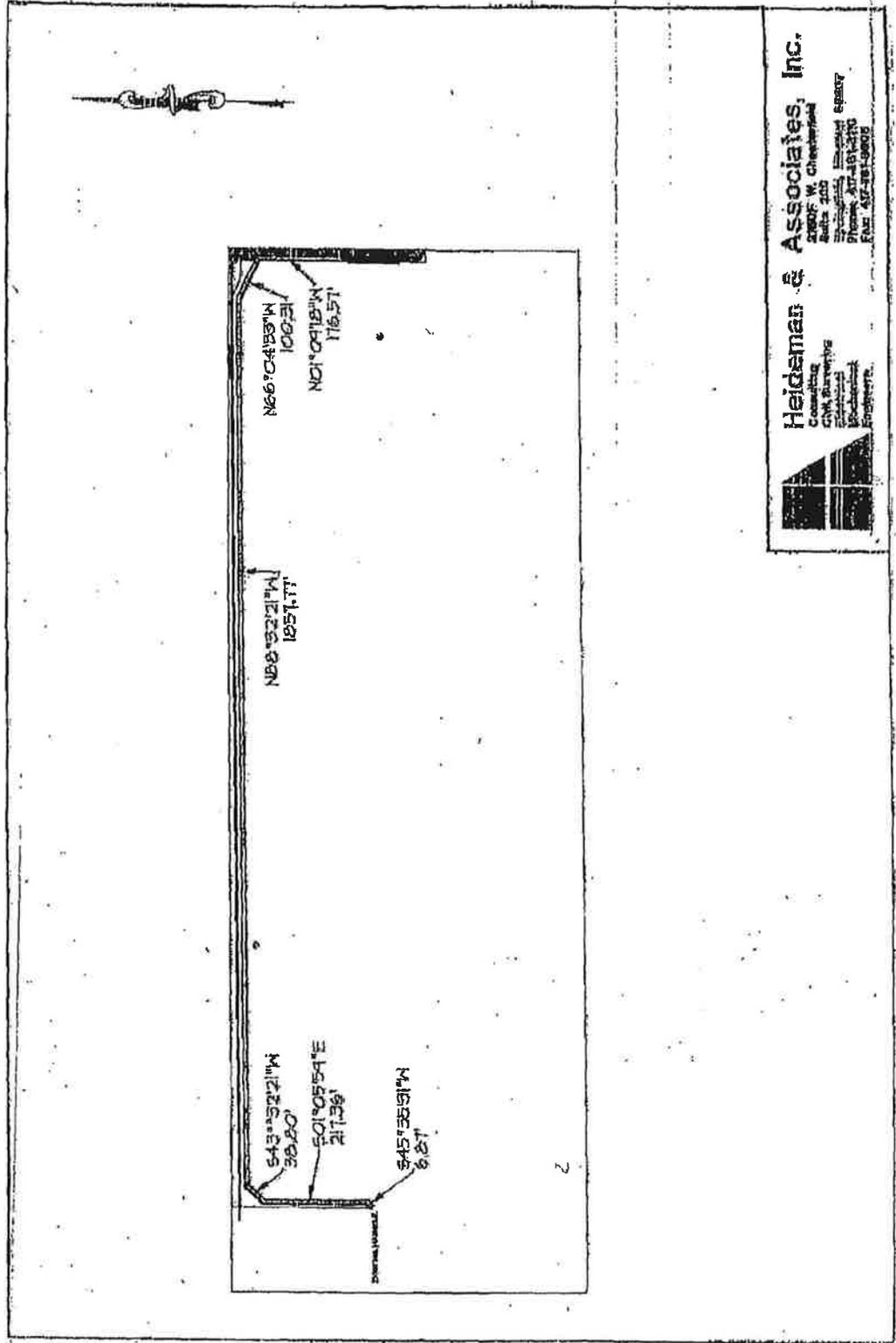
GRANTOR: GREGORY C. CHANCELLOR TRUST

A 10.00 FOOT WIDE PERPETUAL PUBLIC <sup>UTILITY</sup> ~~SANITARY SEWER~~ EASEMENT ACROSS PART OF THE GRANTORS TRACT OF LAND, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 12 EAST; THENCE ALONG THE EAST LINE OF SAID SECTION 12, NORTH 01°09'18" WEST, 660.00 FEET; THENCE LEAVING THE EAST LINE OF SAID SECTION 12, NORTH 88°32'21" WEST, 660.00 FEET; THENCE NORTH 01°09'18" WEST, 165.42 FEET; THENCE NORTH 88°32'31" WEST, 5.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG A 10.00 FOOT WIDE PERPETUAL PUBLIC SANITARY SEWER EASEMENT LYING 5.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE, NORTH 01°09'18" WEST, 176.57 FEET; THENCE NORTH 66°04'33" WEST, 100.31 FEET; THENCE NORTH 88°32'21" WEST, 1857.77 FEET; THENCE SOUTH 43°32'21" WEST, 38.80 FEET; THENCE SOUTH 01°05'59" EAST, 217.36 FEET; THENCE SOUTH 45°35'31" WEST, 6.87 FEET, TO THE POINT OF TERMINATION SAID POINT LYING ON THE EAST LINE OF KENDLEWOOD IV SUBDIVISION, SAID POINT ALSO LYING NORTH 01°05'59" WEST, 788.86 FEET NORTH OF THE SOUTH QUARTER CORNER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 12 EAST. ALL LYING IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 12 EAST, IN THE CITY OF GLENPOOL, TULSA COUNTY, OKLAHOMA. BEARINGS BASED ON GRID NORTH OF THE OKLAHOMA COORDINATE SYSTEM OF 1983, NORTH ZONE.

CONTAINING 23,977 SQUARE FEET OR 0.55 ACRES AND 2,398 LINEAR FEET, MORE OR LESS.

6858 1202



**Heideman & Associates, Inc.**  
Consulting  
Civil, Surveying  
Engineering  
2500 W. Chesterfield  
Suite 200  
St. Louis, MO 63113  
Phone: 314-437-3110  
Fax: 314-437-3110



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**NOTICE OF PROPOSED CLOSING OF A PUBLIC WAY OR EASEMENT**

DATE: 10/24/17

TO: UTILITY FRANCHISE

RE: NOTICE OF INTENT TO CLOSE PUBLIC UTILITY EASEMENT

(SEE ATTACHED CLOSURE ORDINANCE, AREA MAP AND LEGAL DESCRIPTION)

OG&E  
TIM DOBRINSKI  
18511 W. Highway 33  
Sapulpa, Ok 74066

ECOEC  
BILLY MOORE  
P.O. Box 1178  
Okmulgee, Ok

ONG  
DONALD KAEFER  
5848 East 15th Street  
Tulsa, OK 74112-6402

AT&T  
KEVIN BENDER  
509 S. Detroit Ave  
Floor 9  
Tulsa, Ok 74120

COX  
COREY FORCE  
11811 E. 51st Street  
Tulsa, OK 74146

OLP  
T.A. HOLLIS  
6 E. Breckinridge  
Bixby, Ok 74008

CREEK COUNTY RWD#2  
DOROTHY GREEK  
2425 W. 121st St. S.  
Jenks, OK 74037

**THE CITY INTENDS TO ADOPT THE ORDINANCE CLOSING THE SUBJECT EASEMENT ON A DATE NO SOONER THAN 30 DAYS FROM YOUR RECEIPT OF THIS NOTICE. RECEIPT IS PRESUMED TO OCCUR WITHIN THREE DAYS AFTER MAILING.**

Thanks,

*Rick Malone*

Rick Malone  
City Planner  
City of Glenpool  
12205 South Yukon Ave  
Glenpool, Ok 74033  
(918) 209-4617  
rmalone@cityofglenpool.com

**ORDINANCE NO. 745**

**AN ORDINANCE PARTIALLY CLOSING GENERAL UTILITY EASEMENT WITHIN GLENN HILLS, A PROPOSED ADDITION TO THE CITY OF GLENPOOL; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EMERGENCY**

**WHEREAS**, The Legislature of the State of Oklahoma, by Title 11 O.S. § 42-110, has delegated to the municipal governing body of local municipalities the power, by ordinance, to close to the public use any public way or easement within the municipality whenever deemed necessary or expedient; AND

**WHEREAS**, The City of Glenpool has given written notice of the proposed closing of a certain general utility easement described herein to all holders of a franchise and any other parties having a special right or privilege to use the described easement at least thirty days prior to passage of this ordinance; AND

**WHEREAS**, The City shall retain, unless duly foreclosed by a court of competent jurisdiction, the absolute right by subsequent ordinance to reopen the described easement without expense to the City whenever this Council deems it necessary or upon application of the property owners owning more than one-half in area of the property abutting the described easement; AND

**WHEREAS**, Closing of the described easement is necessary for development of the Glenn Hills Addition as depicted in the Preliminary Plat for Glenn Hills Blocks 1-6, Planned Unit Development # 34, as approved by the Planning Commission on April 10, 2017; AND

**WHEREAS**, City staff are satisfied that closing of the described easement shall not affect the right of the City to maintain, repair, reconstruct, operate or remove utility, public service corporation, or transmission company facilities of service, if any, in the described easement; AND

**WHEREAS**, The described easement is no longer required for public purposes and its closing is therefore necessary and expedient.

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

- § 1. That the City Council of the City of Glenpool, after due investigation and consideration, does hereby close the following described portions of a general utility easement in Glenn Hills Blocks 1-6, Planned Unit Development # 34, a proposed addition to the City of Glenpool, Tulsa County, State of Oklahoma, as shown on the approved preliminary plat thereof and as shown on Exhibits A-1 and A-2 attached hereto and incorporated by reference herein, and as more particularly described on Exhibit B attached hereto and incorporated by reference

herein, subject to the absolute right by subsequent ordinance to reopen the described easement without expense to the City whenever this Council deems it necessary or upon application of the property owners owning more than one-half in area of the property abutting the described easement, unless such right is duly foreclosed by a court of competent jurisdiction.

**PASSED** and **APPROVED**, with the **Emergency Clause** separately approved by the City Council of the City of Glenpool this 14<sup>th</sup> day of November 2017.

\_\_\_\_\_  
Timothy Lee Fox, Mayor

ATTEST:

\_\_\_\_\_  
Susan White, City Clerk

[SEAL]

APPROVED AS TO FORM:

\_\_\_\_\_  
Lowell Peterson, City Attorney



EXHIBIT B

LEGAL DESCRIPTION FOR PORTION OF EXISTING EASEMENT TO BE  
CLOSED BY ORDINANCE NO. 745

A TRACT OF LAND THAT IS PART OF THE SOUTH HALF (S/2) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE/4 OF SAID SECTION 12; THENCE SOUTH 89°34'38" WEST ALONG THE SOUTH LINE THEREOF 1280.00 FEET; THENCE NORTH 00°06'52" WEST 1040.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°34'51" WEST 1331.51 FEET; THENCE SOUTH 44°34'51" WEST 34.68 FEET; THENCE SOUTH 00°03'29" EAST 217.47 FEET; THENCE SOUTH 46°38'01" WEST 14.14 FEET TO A POINT ON THE WEST LINE OF THE SE/4 OF SAID SECTION 12; THENCE NORTH 00°03'17" WEST ALONG SAID WEST LINE 13.74 FEET; THENCE NORTH 46°38'01" EAST 0.40 FEET; THENCE NORTH 00°03'29" WEST 217.25 FEET; THENCE NORTH 44°34'51" EAST 42.92 FEET; THENCE NORTH 89°34'51" EAST 1335.70 FEET; THENCE SOUTH 00°06'52" EAST 10.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 15,970.33 SQUARE FEET OR 0.37 ACRES.

**EMERGENCY CLAUSE**

**WHEREAS**, the immediate operation of the provisions of this Ordinance is necessary for the preservation of the peace, health, welfare and best interests of the City of Glenpool and the citizens thereof, *to wit* specifically that the benefits of residential housing development in the City of Glenpool will be encouraged and expedited, an emergency is hereby declared to exist and Ordinance No. 745 shall therefore take effect and be in full force from and after its passage as provided by law.

**PASSED** and this Emergency Clause ruled upon separately and approved this 14<sup>th</sup> day of November 2017.

\_\_\_\_\_  
Timothy Lee Fox, Mayor

ATTEST:

\_\_\_\_\_  
Susan White, City Clerk

[SEAL]

APPROVED AS TO FORM:

\_\_\_\_\_  
Lowell Peterson, City Attorney

To: GLENPOOL CITY COUNCIL  
From: Rick Malone, City Planner  
Date: November 14, 2017  
Subject: Review and possible action for approval, conditional approval, or disapproval of the revisions of the Zoning Code, and Subdivision Regulations and the update of the Comprehensive Plan.

---

Background:

Since the onset of this project on September 15, 2016, and through several months of input and review with presentations by the consultants Gary Mitchell with Kendig Keast Collective, and Caroline Back and Jim Beach with Wallace Engineering during the following meetings, the City's Comprehensive Plan, Zoning Code and Subdivision Regulations have been substantially evaluated and revised.

- Issues/Needs Joint Workshop with the City Council and Planning Commission,
- 4-Small-Group listening sessions,
- 4-Advisory Committee meetings,
- Town Hall meetings,
- Public Open House,
- Zoning/subdivision stakeholders open meetings about Glenpool's future,
- 4-joint workshops with the City Council and Planning Commission,

Staff Recommendation:

Staff requests that the update of the Comprehensive Plan, the revisions to the Zoning Code and the Subdivision regulations be accepted by separate resolution/ordinances as indicated below.

Attachments:

- Comprehensive Plan revisions by resolution # 17013
- Zoning Code revisions ordinance # 746
- Subdivision Regulation revisions by ordinance # 747.

**CITY OF GLENPOOL, OKLAHOMA**

**RESOLUTION NUMBER 17013**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENPOOL ADOPTING THE GLENPOOL, OKLAHOMA 2030 PLAN TEXT AND MAP, AS AMENDED HEREBY (“THE 2030 PLAN TEXT AND MAP UPDATE”) UPDATING, AMENDING AND SUPERSEDING THE GLENPOOL, OKLAHOMA 2030 PLAN TEXT AND MAP AS ADOPTED BY RESOLUTION NO. 10-07-01, ADOPTED BY THE CITY OF GLENPOOL PLANNING COMMISSION ON JUNE 28, 2010; AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL ON JULY 6, 2010**

**WHEREAS**, Pursuant to Title 11 of the Oklahoma Statutes, Section 43-103, the Glenpool Planning Commission did previously adopt The Glenpool Comprehensive Plan: 2030 PLAN Text and Map as set forth in Exhibit A to Resolution No. 10-07-01, as the Official Master Plan for the City of Glenpool, Oklahoma, on June 28, 2010; and

**WHEREAS**, Pursuant to Title 11 of the Oklahoma Statutes, Section 43-103, the Glenpool City Council did previously adopt The Glenpool Comprehensive Plan: 2030 PLAN Text and Map as set forth in Exhibit A to Resolution No. 10-07-01, as the Official Master Plan for the City of Glenpool, Oklahoma, on July 28, 2010; and

**WHEREAS**, The City of Glenpool City Council approved and entered into a certain Professional Services Agreement between Kendig Keast Collaborative (“Consultant”) and the City of Glenpool, Oklahoma, pursuant to which the Consultant agreed to provide professional community planning services to assist the City in preparing an updated 2030 Comprehensive Plan for guiding the long-range development and enhancement of the City of Glenpool; and

**WHEREAS**, in accordance with such Professional Services Agreement, the City Council, the Planning Commission, members of the City of Glenpool Community and the Consultant undertook a lengthy and rigorous process of sixteen various workshops, listening sessions, advisory committee meetings, open houses, town halls and stakeholders’ meetings for the purpose of evaluating the current 2030 Plan Text and Map and making recommendations for its improvement and better adaptation to the development needs of the City of Glenpool; and

**WHEREAS**, the objective of the 2030 PLAN TEXT AND MAP UPDATE is to provide guidance for the future physical development of the City of Glenpool and to ensure that the City of Glenpool, and other partners identified in the 2030 PLAN TEXT AND MAP UPDATE, implement activities, adopt ordinances, and approve land use applications that are most effective and appropriate for the orderly growth of the City and the welfare of its citizens; and

**WHEREAS**, the City of Glenpool City Council and Planning Commission duly noticed and conducted joint public hearings commencing on August 28, 2017, and continued through November 14, 2017, and after due study and deliberations, the Planning Commission and the City Council deem it advisable and in keeping with the purposes of a comprehensive plan as provided

by the Oklahoma Statutes to adopt the 2030 PLAN TEXT AND MAP UPDATE, as set forth in Exhibit A, attached and made a part hereof.

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

The 2030 PLAN TEXT AND MAP UPDATE for the City of Glenpool, as set forth and attached hereto as Exhibit A, is hereby adopted as the Official Master Plan for the City of Glenpool.

Approved this 13<sup>th</sup> day of November 2017, by the City of Glenpool Planning Commission.

\_\_\_\_\_  
Richard Watts, Chair

ATTEST:

\_\_\_\_\_  
Rick Malone, Planning Commission Recording Secretary

Approved this 14<sup>th</sup> day of November 2017, by the City of Glenpool City Council.

\_\_\_\_\_  
Timothy Lee Fox, Mayor

ATTEST:

\_\_\_\_\_  
Susan White, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Lowell Peterson, City Attorney

**CITY OF GLENPOOL, OKLAHOMA**

**ORDINANCE NO. 746**

**AN ORDINANCE ADOPTING AND ENACTING THE ZONING CODE OF THE CITY OF GLENPOOL, OKLAHOMA, AS AMENDED HEREBY, UPDATING, AMENDING AND SUPERSEDING THE ZONING CODE OF THE CITY OF GLENPOOL, OKLAHOMA, ADOPTED BY ORDINANCE NO. 665 ON SEPTEMBER 17, 2012, AND CODIFIED AS TITLE 11, ZONING REGULATIONS, IN THE 2013 CITY CODE OF GLENPOOL, OKLAHOMA**

**WHEREAS**, Pursuant to Title 11 of the Oklahoma Statutes, Section 43-101, the Glenpool Planning Commission, subject to approval by the City Council, may regulate and restrict the height, number of stories, and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, the density of population, and the location and use of buildings, structures and land for trade, industry, residence or other purposes in the City of Glenpool; and

**WHEREAS**, Pursuant to Title 11 of the Oklahoma Statutes, Section 43-101, the Glenpool City Council did previously adopt the ZONING CODE OF THE CITY OF GLENPOOL, OKLAHOMA, by Ordinance No. 665, on September 17, 2012, and as codified in Title 11 of the 2013 City Code of Glenpool, Oklahoma; and

**WHEREAS**, The City of Glenpool City Council approved and entered into a certain Professional Services Agreement between Kendig Keast Collaborative (“Consultant”) and the City of Glenpool, Oklahoma, pursuant to which the Consultant agreed to provide professional community planning services to assist the City in preparing an updated Zoning Code for the purpose, among others, of more effectively promoting the development of the Glenpool Community in accordance with the 2030 PLAN TEXT AND MAP UPDATE, approved and adopted on the date of this Ordinance No. 746; and

**WHEREAS**, in accordance with such Professional Services Agreement, the City Council, the Planning Commission, members of the City of Glenpool Community and the Consultant undertook a lengthy and rigorous process of sixteen various workshops, listening sessions, advisory committee meetings, open houses, town halls and stakeholders’ meetings for the purpose of evaluating the current Zoning Regulations and making recommendations for their improvement and better adaptation to the development needs of the City of Glenpool; and

**WHEREAS**, the City of Glenpool City Council and Planning Commission duly noticed and conducted joint public hearings commencing on August 28, 2017, and continued through November 14, 2017, and after due study and deliberations, the Planning Commission and the City Council deem it advisable and in keeping with the purposes of zoning regulations as provided by the Oklahoma Statutes to adopt the updated Zoning Regulations, as set forth in Exhibit A, attached and made a part hereof.

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

The updated Zoning Regulations for the City of Glenpool, as set forth and attached hereto as Exhibit A, is hereby adopted as the Zoning Code of the City of Glenpool, Oklahoma.

Approved this 13<sup>th</sup> day of November 2017, by the City of Glenpool Planning Commission.

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Richard Watts, Chair

ATTEST:

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Rick Malone, Planning Commission Recording Secretary

Approved this 14<sup>th</sup> day of November 2017, by the City of Glenpool City Council.

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Timothy Lee Fox, Mayor

ATTEST:

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Susan White, City Clerk

APPROVED AS TO FORM:

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Lowell Peterson, City Attorney

**CITY OF GLENPOOL, OKLAHOMA**

**ORDINANCE NO. 747**

**AN ORDINANCE ADOPTING AND ENACTING THE SUBDIVISION REGULATIONS OF THE CITY OF GLENPOOL, OKLAHOMA, AS AMENDED HEREBY, UPDATING, AMENDING AND SUPERSEDING THE SUBDIVISION REGULATIONS OF THE CITY OF GLENPOOL, OKLAHOMA, ADOPTED BY ORDINANCE NO. 664 ON SEPTEMBER 17, 2012, AND CODIFIED AS TITLE 12, SUBDIVISION REGULATIONS, IN THE 2013 CITY CODE OF GLENPOOL, OKLAHOMA**

**WHEREAS**, Pursuant to Title 11 of the Oklahoma Statutes, Section 45-104, the Glenpool Planning Commission, subject to approval by the City Council and publication, may exercise jurisdiction over subdivision of land and adopt regulations governing the subdivision of land within its jurisdiction; and

**WHEREAS**, Pursuant to Title 11 of the Oklahoma Statutes, Section 45-104, the Glenpool City Council did previously adopt the SUBDIVISION REGULATIONS OF THE CITY OF GLENPOOL, OKLAHOMA, by Ordinance No. 664, on September 17, 2012, and as codified in Title 12 of the 2013 City Code of Glenpool, Oklahoma; and

**WHEREAS**, The City of Glenpool City Council approved and entered into a certain Professional Services Agreement between Kendig Keast Collaborative (“Consultant”) and the City of Glenpool, Oklahoma, pursuant to which the Consultant agreed to provide professional community planning services to assist the City in preparing updated Subdivision Regulations for the purpose, among others, of more effectively providing for the most beneficial relationships among land development, traffic circulation, public facilities and community enhancements in accordance with the comprehensive plan and major street and highway plan; and

**WHEREAS**, in accordance with such Professional Services Agreement, the City Council, the Planning Commission, members of the City of Glenpool Community and the Consultant undertook a lengthy and rigorous process of sixteen various workshops, listening sessions, advisory committee meetings, open houses, town halls and stakeholders’ meetings for the purpose of evaluating the current Subdivision Regulations and making recommendations for their improvement and better adaptation to the development needs of the City of Glenpool; and

**WHEREAS**, the City of Glenpool City Council and Planning Commission duly noticed and conducted joint public hearings commencing on August 28, 2017, and continued through November 14, 2017, and after due study and deliberations, the Planning Commission and the City Council deem it advisable and in keeping with the purposes of subdivision regulations as provided by the Oklahoma Statutes to adopt the updated Zoning Regulations, as set forth in Exhibit A, attached and made a part hereof.

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

The updated Subdivision Regulations for the City of Glenpool, as set forth and attached hereto as Exhibit A, is hereby adopted as the Subdivision Regulations of the City of Glenpool, Oklahoma.

Approved this 13<sup>th</sup> day of November 2017, by the City of Glenpool Planning Commission.

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Richard Watts, Chair

ATTEST:

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Rick Malone, Planning Commission Recording Secretary

Approved this 14<sup>th</sup> day of November 2017, by the City of Glenpool City Council.

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Timothy Lee Fox, Mayor

ATTEST:

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Susan White, City Clerk

APPROVED AS TO FORM:

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Lowell Peterson, City Attorney

STAFF REPORT

**TO: Glenpool City Council**

**FROM: Rick Malone, City Planner**

**DATE: November 14, 2017**

**RE: GZ-266:** Request for approval of a Zone Change on 26.97 acres from AG (Agriculture District) to RS-3 (Residential Single Family High Density District) and 2.85 acres from AG (Agriculture District) to CS (Commercial Shopping Center District) on 2.85 acres on the following described property:

**SIZE:** 29.82 Total Acres

**LOCATED:** North and east of the northeast corner of 151<sup>st</sup> Street (Highway 67) and Elwood Ave.

**LEGAL DESCRIPTION: (AG to RS-3)**

A TRACT OF LAND THAT IS PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SW/4 OF SAID SECTION 13; THENCE NORTH 01°08'05" WEST ALONG THE EAST LINE OF THE SW/4 A DISTANCE OF 360.64 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°38'10" WEST 662.06 FEET TO A POINT ON THE EAST LINE OF THE SW/4 OF THE SE/4 OF THE SW/4 OF SECTION 13; THENCE NORTH 01°07'50" WEST ALONG SAID EAST LINE .55 FEET TO THE NORTHEAST CORNER OF THE SW/4 OF THE SE/4 OF THE SW/4; THENCE SOUTH 88°35'44" WEST ALONG THE NORTH LINE OF THE SW/4 OF THE SE/4 OF THE SW/4 A DISTANCE OF 374.26 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 1, ANGLICAN CHURCH OF THE RESURRECTION, FILED AS PLAT #6373; THENCE SOUTH 01°07'36" EAST 350.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 88°36'13" WEST 287.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2 AND THE WEST LINE OF THE E/2 OF THE SW/4 OF SECTION 13; THENCE NORTH 01°07'35" WEST ALONG SAID WEST LINE 1010.83 FEET; THENCE NORTH 88°34'51" EAST A DISTANCE OF 1323.99 FEET TO A POINT ON THE EAST LINE OF THE SW/4; THENCE SOUTH 01°08'05" EAST ALONG THE EAST LINE OF THE SW/4 A DISTANCE OF 961.70 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,174,808.93 SQUARE FEET OR 26.97 ACRES.

**LEGAL DESCRIPTION: (AG to CS)**

A TRACT OF LAND THAT IS PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SW/4 OF SAID SECTION 13; THENCE NORTH 01°08'05" WEST ALONG THE EAST LINE OF THE SW/4 A DISTANCE OF 200.64 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 67 AND THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF SAID RIGHT OF WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 23068.31 FEET, AN ARC LENGTH OF 322.52 FEET, A CHORD BEARING OF SOUTH 85°20'27" WEST AND A CHORD LENGTH OF 322.52 FEET; THENCE SOUTH 05°03'34" EAST 15.00 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 23053.31 FEET, AN ARC LENGTH OF 277.63 FEET, A CHORD BEARING OF SOUTH 84°35'44" WEST AND CHORD LENGTH OF 277.63 FEET; THENCE SOUTH 84°15'02" WEST 64.54 FEET TO THE EAST LINE OF THE SW/4 OF THE SE/4 OF THE SW/4 OF SECTION 13; THENCE NORTH 01°07'50" WEST ALONG SAID EAST LINE 217.62 FEET; THENCE NORTH 88°36'10" EAST 662.06 FEET TO THE EAST LINE OF THE SW/4 OF SECTION 13; THENCE SOUTH 01°08'05" EAST ALONG SAID EAST LINE 160.00 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 124,119.16 SQUARE FEET OR 2.85 ACRES.

## **INTRODUCTION**

This application consists of a request to rezone 26.97 acres from AG to RS-3 and rezone 2.85 acres adjacent to US 67 (151<sup>st</sup> Street) from AG to CS. This site did have a farmhouse which has been removed; the property is now vacant. In a previous zoning case GZ-260/PUD 36, the current owners requested rezoning of 67 acres from AG/RS-3 to RS-4 and CG with a companion PUD. On 6/12/17, the Planning Commission voted 2-0 to approve the rezoning and the motion failed due to lack of a majority vote. The companion PUD 36 was therefore moot. On 7/6/17, the City Council voted 2-0 to approve GZ-260 and that motion likewise failed due to lack of a majority vote, and PUD 36 was moot.

The surrounding property is developed as noted below:

- North: RS-3, Residential Single-Family subdivisions Glen Village and Glen Village 2:
- East: RE, Vacant undeveloped land.
- West: RS-4/PUD 27 Mansfield Lane Addition
- South: AG, Vacant, undeveloped land, outside the city limits of Glenpool, Tulsa County

## **COMPREHENSIVE PLAN:**

The 2030 City of Glenpool Comprehensive Plan designates the northern portion of the subject tract as residential, which is by definition low intensity. This means anything less than 5.2 dwelling units per acre is in conformance with the Plan. The request is for RS-3, which allows for a maximum of 4.01 dwelling units per acre.

The 2030 City of Glenpool Comprehensive Plan designates the southern portion of the subject tract as a corridor district which allows for CS, Commercial Shopping, but encourages a PUD as well.

For these reasons, the proposed zone change to RS-3 conforms to the Comprehensive Plan, as required. Although CS is permissible in the proposed location, characteristics of the site cause staff to recommend that the "encouraged" PUD be required.

## **GENERAL INTENSITIES. The 2030 PLAN classifies general land use intensities as follows:**

- Medium Intensity.** Medium Intensity areas are those areas of moderate activity and physical impact. These areas require a high level of accessibility and services and are found at the intersection of arterial streets in Activity Centers. Medium Intensity uses are used as transitional uses between High and Low Intensity areas. Zoning classifications that are permissible in these areas include RD, RM-1, OL, OM and CS.
- Low Intensity.** Low Intensity areas are areas of reduced activity characterized as living areas for residential and related activities and uses. Good accessibility and services are necessary. Zoning classifications included in this intensity category are the AG, and all RE and RS districts.
- RS-3 zoning allows 4.1 units per acre, which is considered Low Intensity.
- CS zoning is considered Medium Intensity.

This area is designated by the Comprehensive Plan as within Special District 4 and is prime for Medium-Intensity development, but will require strict controls on access to and from Highway 67, while consideration is given to the impact of Medium-Intensity development upon adjacent and abutting lands. Shared access points between developments and frontage roads to restrict access from lands abutting SH-67 should also be required. Access across the median should continue to be restricted to only those median cuts that are presently constructed and that will likely be signalized in the future. The criteria for developing in accordance with the 2030 Plan for Special District 4 is as follows:

- A. PUDs will be encouraged for Medium-Intensity development to reduce the impact of such zoning and to properly regulate the location of high traffic generators. In no case shall Medium Intensity zoning exceed a depth of 300 feet from the centerline of SH-67. Proposed PUDs shall include conceptual site plans that demonstrate the compatibility of internal land use relationships. Site plan, sign plan, and landscape plan review and approval by the Glenpool Planning Commission and City Council shall be required prior to issuance of a building permit. Said plans shall be in substantial compliance with the approved provisions of the PUD and shall be in compliance with all other applicable ordinances and regulations of the City of Glenpool, including, but not necessarily limited to the following:
- 1) Assurance of compatibility of proposed land uses with adjacent and abutting planned uses.
  - 2) Strip commercial zoning shall be avoided.
  - 3) Small parcels shall be assembled to result in a more orderly pattern of development with improved points of ingress and egress along SH-67.
  - 4) Variances to the minimum lot width requirements of the Zoning Code shall be avoided to prevent a fragmented and incremental approach to development.
  - 5) Through-traffic into adjacent Low-Intensity residential districts shall be discouraged by designing collector streets which will not function as direct avenues of neighborhood cut-through for nonresidential or other nonlocal traffic.
  - 6) Parking within medium intensity developments shall be screened or otherwise buffered from abutting residential areas and arterial streets by a combination of opaque fences and vegetative screening that will be a condition of approval of the PUD and shall be maintained as a continuing condition of occupancy and use of the land.
  - 7) Setbacks, buffer areas and arrangement of land uses shall be used in combination with screening to improve compatibility with adjacent existing and planned low intensity uses.
  - 8) The granting of medium intensity zoning within a PUD shall be conditioned upon the area of each such request providing its own buffer with any existing or planned low intensity uses. More specifically, requests for medium intensity zoning shall include areas of more restrictive zoning and planned land uses on its periphery.
  - 9) Signage controls shall be established as a condition of approval of the PUD to assure a uniform advertising character and appearance throughout the developments and to reduce the impact of such signs on adjacent on abutting uses, while guarding against visual clutter, to provide increased safety to the traveling public.
  - 10) Development-sensitive areas, including existing vegetation, water courses, floodplains, and topography, shall be shown on all PUD proposals and given special attention in the PUD design. Minimum structural solutions to drainage problems are preferred, with the private property owner retaining the ownership and responsibility for maintenance of drainage and related facilities.
  - 11) Medium-Intensity uses outside the intersection Activity Center shall be limited to a maximum depth of 500 feet as measured from the centerline of SH-67. Consideration may be given to proposals that exceed that depth only if it can be shown to the satisfaction of the City Council that any negative impact of such zoning will be mitigated by the controls included in the PUD and access to said development will be directly or by frontage roads to SH-67.
  - 12) The expansion or granting of new Medium-Intensity zoning shall be done only in an orderly manner in accordance with the provisions of this Special District and the 2030 Plan.

## **STAFF RECOMMENDATION**

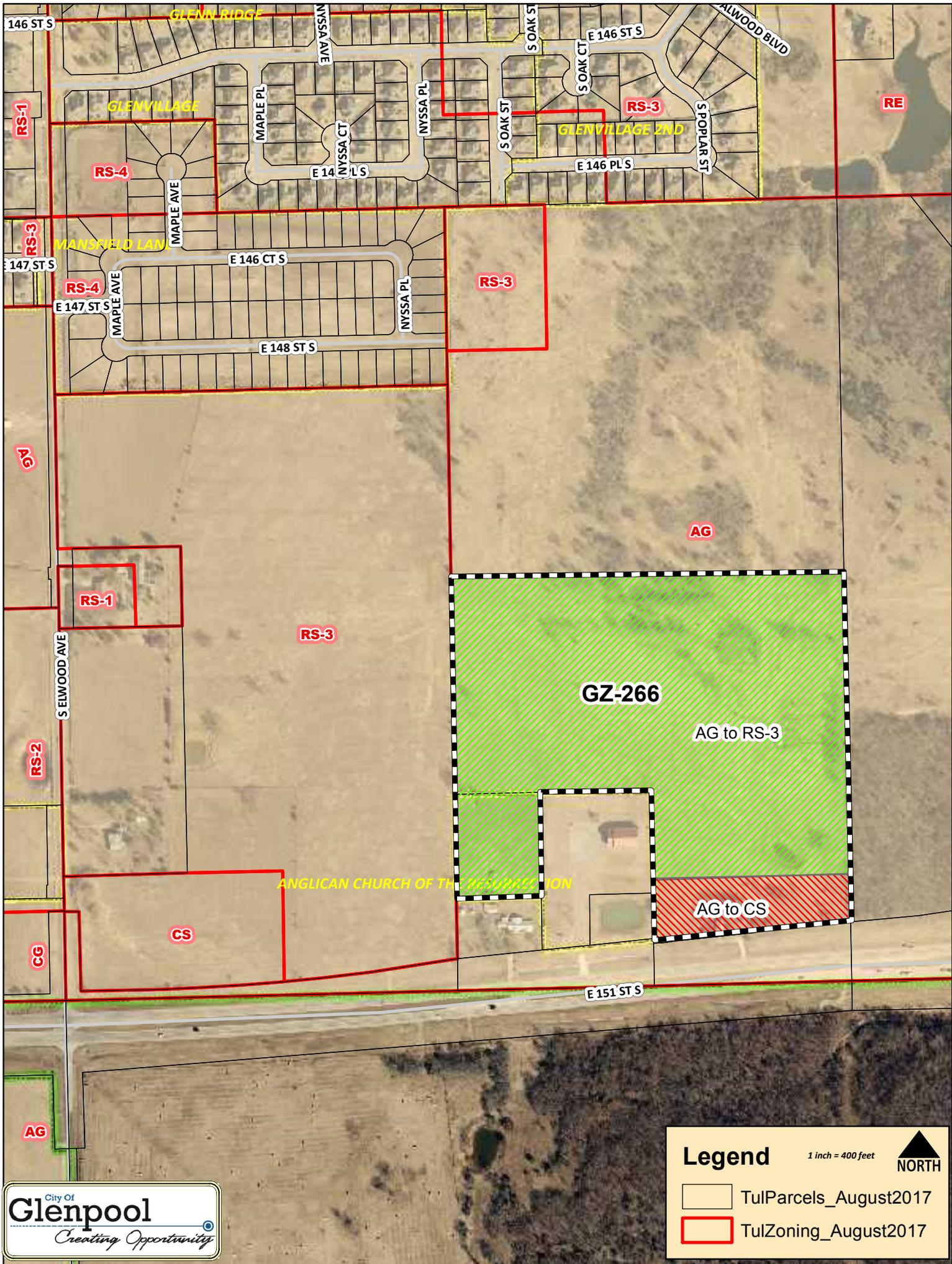
The proposed zone change is only partially consistent with the guidelines of the City of Glenpool Comprehensive Plan and surrounding uses. According to the Comprehensive Plan, the residential portion meets the requirements. However, in all medium intensity uses (including the proposed CS), a PUD is encouraged to address the issues detailed above. That being said, staff recommends that the Planning Commission table this request until the applicant submits a PUD that addresses the issues indicated in the Comprehensive Plan and reviews the PUD and rezoning case GZ-266 at the same time to review the complete development proposal.

## **PLANNING COMMISSION RECOMMENDATION:**

The Glenpool Planning Commission will review this application at their regular meeting on 11/13/17.

## **STAFF EXHIBITS**

1. Case Map
2. Application





## PLATTING REQUIREMENT

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 to a zoning classification other than AG upon application of a private party or for any land which has been granted a special exception by the Board of Adjustment as enumerated within Use Units 2, 4, 5, 8, and 20, no building permit or zoning clearance 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, submitted to and approved by the Planning Commission, and filed of record in the office of the County Clerk where the property is situated. Provided that the Planning Commission, pursuant to their exclusive jurisdiction of 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.

I hereby certify that I have read and understand the above requirements and that I will plat, replat or have the platting requirements waived for the subject property in case number \_\_\_\_\_.

  
Applicant's Signature

9/27/2017  
Date

Glenpool Planning Commission Case Number: \_\_\_\_\_

<ul style="list-style-type: none"><li>• <b>Technical Advisory Committee (TAC) Meeting Date:</b> _____ <b>Friday,</b> _____ <b>10:00 a.m.</b> Glenpool Community Development Conference Room Glenpool City Hall/Conference Center 2<sup>nd</sup> Floor 12205 South Yukon Ave, Glenpool, Oklahoma 74033</li></ul>
<ul style="list-style-type: none"><li>• <b>Glenpool Planning Commission: Date:</b> _____ <b>Monday,</b> _____ <b>6:30 p.m.</b> Glenpool City Council Chambers Glenpool City Hall/Conference Center 3<sup>rd</sup> Floor 12205 South Yukon Ave, Glenpool, Oklahoma 74033</li></ul>
<ul style="list-style-type: none"><li>• <b>Glenpool City Council: Date:</b> _____ <b>Monday,</b> _____ <b>7:00 p.m.</b> Glenpool City Council Chambers Glenpool City Hall/Conference Center 3<sup>rd</sup> Floor 12205 South Yukon Ave, Glenpool, Oklahoma 74033</li></ul>

**A person knowledgeable of the application and the property must attend the meetings listed above to represent the application.** Site Plans and development proposals should be submitted at the time of application. Photos or renderings may be presented at the hearing.



## PLATTING REQUIREMENT

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 to a zoning classification other than AG upon application of a private party or for any land which has been granted a special exception by the Board of Adjustment as enumerated within Use Units 2, 4, 5, 8, and 20, no building permit or zoning clearance 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, submitted to and approved by the Planning Commission, and filed of record in the office of the County Clerk where the property is situated. Provided that the Planning Commission, pursuant to their exclusive jurisdiction of 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.

I hereby certify that I have read and understand the above requirements and that I will plat, replat or have the platting requirements waived for the subject property in case number \_\_\_\_\_.

  
\_\_\_\_\_  
Applicant's Signature

9/27/2017  
\_\_\_\_\_  
Date

Glenpool Planning Commission Case Number: \_\_\_\_\_

<ul style="list-style-type: none"><li>• <b>Technical Advisory Committee (TAC) Meeting Date:</b> _____ <b>Friday,</b> _____ <b>10:00 a.m.</b> Glenpool Community Development Conference Room Glenpool City Hall/Conference Center 2<sup>nd</sup> Floor 12205 South Yukon Ave, Glenpool, Oklahoma 74033</li></ul>
<ul style="list-style-type: none"><li>• <b>Glenpool Planning Commission: Date:</b> _____ <b>Monday,</b> _____ <b>6:30 p.m.</b> Glenpool City Council Chambers Glenpool City Hall/Conference Center 3<sup>rd</sup> Floor 12205 South Yukon Ave, Glenpool, Oklahoma 74033</li></ul>
<ul style="list-style-type: none"><li>• <b>Glenpool City Council: Date:</b> _____ <b>Monday,</b> _____ <b>7:00 p.m.</b> Glenpool City Council Chambers Glenpool City Hall/Conference Center 3<sup>rd</sup> Floor 12205 South Yukon Ave, Glenpool, Oklahoma 74033</li></ul>

**A person knowledgeable of the application and the property must attend the meetings listed above to represent the application.** Site Plans and development proposals should be submitted at the time of application. Photos or renderings may be presented at the hearing.





**ORDINANCE NO. 748**

**AN ORDINANCE AMENDING ORDINANCE NO. 458, BY REZONING CERTAIN PROPERTY DESCRIBED HEREIN FROM AG (AGRICULTURE DISTRICT) TO RS-3 (RESIDENTIAL SINGLE FAMILY HIGH DENSITY DISTRICT) AND CERTAIN OTHER PROPERTY DESCRIBED HEREIN FROM AG (AGRICULTURE DISTRICT) TO CS (COMMERCIAL SHOPPING CENTER DISTRICT), AS RECOMMENDED BY THE PLANNING COMMISSION UNDER APPLICATION GZ-266; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH**

**WHEREAS**, the City of Glenpool Planning Commission has reviewed Application GZ-266 for a rezone of the property described herein and found that the proposed zone change is consistent with current zoning patterns, established precedent and surrounding use; and

**WHEREAS**, the City Council has reviewed the Application and considered the comments of staff, and has concluded that the Council agrees with the recommendation of the Planning Commission.

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

**SECTION 1:** That the zoning classification of the following described property situated in the City of Glenpool, Tulsa County, State of Oklahoma, *to wit*:

*[See Exhibit A attached hereto and incorporated herein.]*

Be, and hereby is, amended from AG (Agricultural District) to RS-3 (Residential Single Family High Density District).

**SECTION 1:** That the zoning classification of the following described property situated in the City of Glenpool, Tulsa County, State of Oklahoma, *to wit*:

*[See Exhibit B attached hereto and incorporated herein.]*

Be, and hereby is, amended from AG (Agricultural District) to CS (Commercial Shopping Center District).

**SECTION 3:** That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

**PASSED AND APPROVED** by the City Council of the City of Glenpool this 17<sup>th</sup> day of November 2017.

---

Timothy Lee Fox, Mayor

Attest:

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Susan White, City Clerk

Approved as to Form:

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Lowell Peterson, City Attorney

## EXHIBIT A

### LEGAL DESCRIPTION: (AG to RS-3)

A TRACT OF LAND THAT IS PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SW/4 OF SAID SECTION 13; THENCE NORTH 01'08'05" WEST ALONG THE EAST LINE OF THE SW/4 A DISTANCE OF 360.64 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88'38'10" WEST 662.06 FEET TO A POINT ON THE EAST LINE OF THE SW/4 OF THE SE/4 OF THE SW/4 OF SECTION 13; THENCE NORTH 01'07'50" WEST ALONG SAID EAST LINE.55 FEET TO THE NORTHEAST CORNER OF THE SW/4 OF THE SE/4 OF THE SW/4; THENCE SOUTH 88'35'44" WEST ALONG THE NORTH LINE OF THE SW/4 OF THE SE/4 OF THE SW/4 A DISTANCE OF 374.26 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 1, ANGLICAN CHURCH OF THE RESURRECTION, FILED AS PLAT #6373; THENCE SOUTH 01'07'36" EAST 350.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 88'36'13" WEST 287.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2 AND THE WEST LINE OF THE E/2 OF THE SW/4 OF SECTION 13; THENCE NORTH 01'07'35" WEST ALONG SAID WEST LINE 1010.83 FEET; THENCE NORTH 88"34'51" EAST A DISTANCE OF 1323.99 FEET TO A POINT ON THE EAST LINE OF THE SW/4; THENCE SOUTH 01"08'05" EAST ALONG THE EAST LINE OF THE SW/4 A DISTANCE OF

961.70 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,174,808.93 SQUARE FEET OR 26.97 ACRES.

## **EXHIBIT B**

### **LEGAL DESCRIPTION: (AG to CS)**

A TRACT OF LAND THAT IS PART OF THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SW/4 OF SAID SECTION 13; THENCE NORTH 01°08'05" WEST ALONG THE EAST LINE OF THE SW/4 A DISTANCE OF 200.64 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 67 AND THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF SAID RIGHT OF WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 23068.31 FEET, AN ARC LENGTH OF 322.52 FEET, A CHORD BEARING OF SOUTH 85°20'27" WEST AND A CHORD LENGTH OF 322.52 FEET; THENCE SOUTH 05°03'34" EAST 15.00 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 23053.31 FEET, AN ARC LENGTH OF 277.63 FEET, A CHORD BEARING OF SOUTH 84°35'44" WEST AND CHORD LENGTH OF 277.63 FEET; THENCE SOUTH 84°15'02" WEST 64.54 FEET TO THE EAST LINE OF THE SW/4 OF THE SE/4 OF THE SW/4 OF SECTION 13; THENCE NORTH 01°07'50" WEST ALONG SAID EAST LINE 217.62 FEET; THENCE NORTH 88°36'10" EAST 662.06 FEET TO THE EAST LINE OF THE SW/4 OF SECTION 13; THENCE SOUTH 01°08'05" EAST ALONG SAID EAST LINE 160.00 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 124,119.16 SQUARE FEET OR 2.85 ACRES.

## STAFF REPORT

**TO:** GLENPOOL CITY COUNCIL  
**FROM:** RICK MALONE, CITY PLANNER  
**RE:** CONDITIONAL FINAL PLAT REVIEW OF "ELM POINTE"  
**DATE:** November 14, 2017

### **BACKGROUND:**

JR Donelson representing Elm Point CCS, LLC submitted the Final Plat for "ELM POINTE" for review and approval. The proposed subdivision property was approved for rezoning to CS (Commercial Shopping) (GZ-219) the Glenpool Planning Commission on 5/1/07 and by the Glenpool City Council on 6/18/07 which makes it subject to a plat before development can occur. This property is located at the NW/corner of 141<sup>st</sup> Street and Peoria Ave and the 10.76-acre tract this request is to divide it into 8 commercial lots for individual office/warehouse buildings.

### **ZONING:**

This property is currently zoned CS (Commercial Shopping) and the lot sizes are consistent with the proposed underlying zoning. Notices were mailed to the abutting property owners informing them of this meeting tonight.

### **TAC MEETING AND STAFF REVIEW: 10/27/17**

- Utility Easement required on the west and north lot lines, 15' and 11' – Ok as shown.
- Revise plans to show 60' of right of way on Peoria Ave because it is a 120' Primary Arterial, not 50' as shown. OK
- Revise plans to show 50' of building setback from Peoria Ave. and 50' from 141<sup>st</sup> Street - except for 25' on the 141<sup>st</sup> Street frontage in lot 8, Blk. 1. OK as shown
- Soils report due prior to building permits being issued. PENDING Building Permit applications
- State of Oklahoma Corporation Commission Certificate of Non-Development Required. PENDING
- Contact Fire Chief about required distance between buildings and perimeter, and Fire Hydrant locations. OK
- Off-site storm water report due prior to Building Permit application and issuance. PENDING
- Revise proposed water line north boundary from 6" to 8", west boundary from 6" to 8", existing 12" water lines on south and east boundary. OK
- Show private sanitary sewer easements on plan, west to east down middle of lots. OK
- Site Plan Application/review due before building permit issued. PC REVIEW 10/9/17 ISSUES PENDING.
- ADA compliant sidewalks required on south and east boundary. OK
- Landscaping plan required during site plan review. PENDING
- Separate sign permits required during building construction. PENDING building permit applications
- Maximum of 35% floor area coverage on this site. OK per approved site plan.

### **STAFF RECOMMENDATION:**

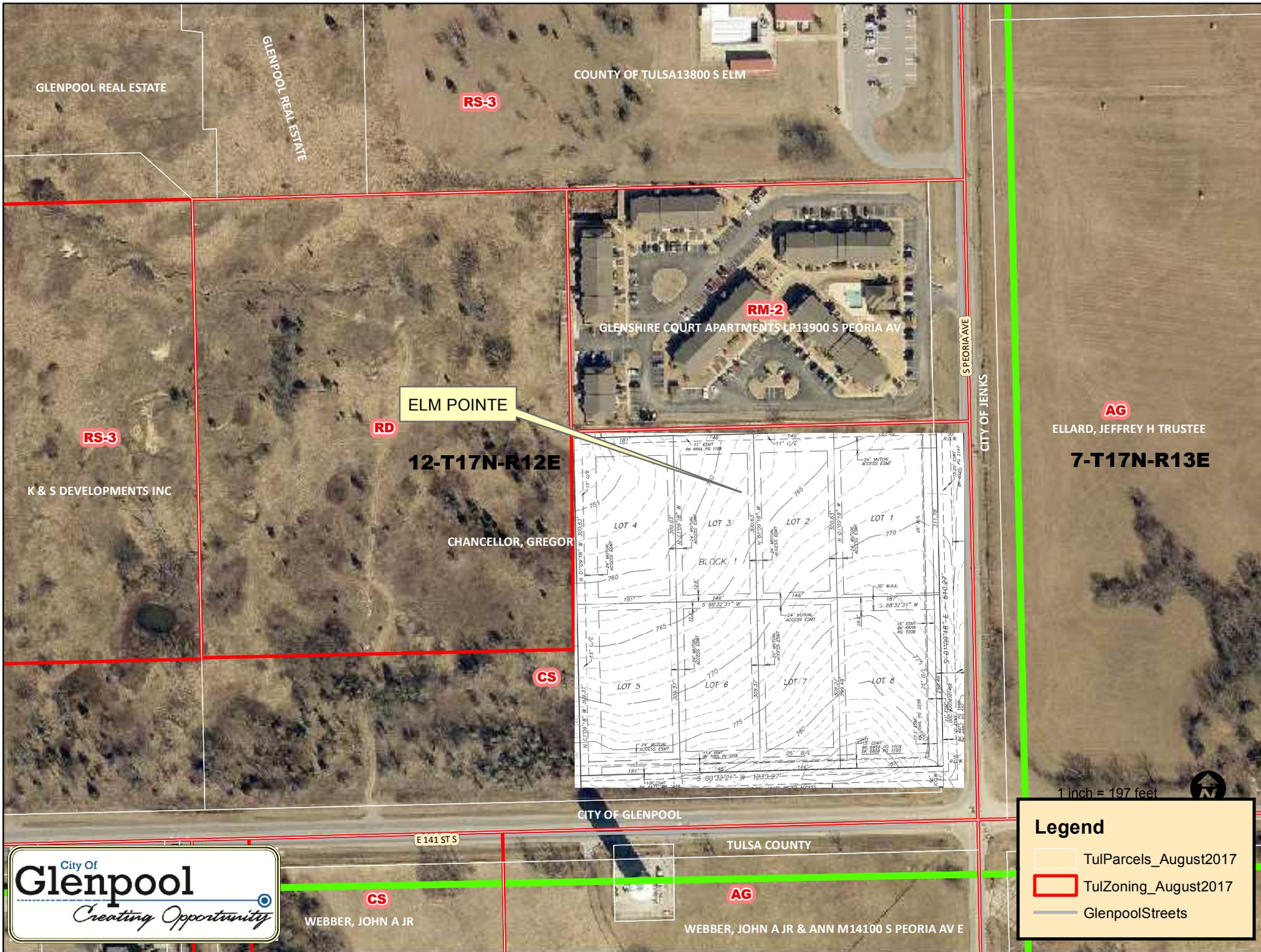
Staff recommends approval of the CONDITIONAL FINAL PLAT OF "ELM POINTE" subject to the conditions of the Staff and TAC review of 10/27/17.

### **PLANNING COMMISSION RECOMMENDATION:**

The Glenpool Planning Commission will review this application at their regular meeting on 11/13/17.

**ATTACHMENTS:**

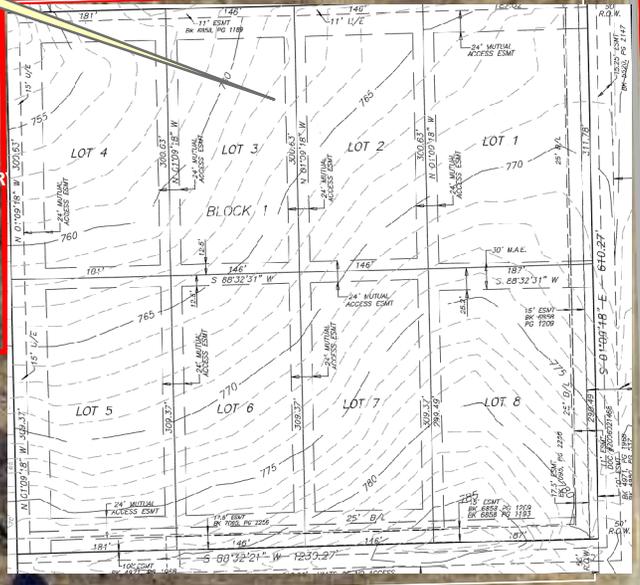
1. Case Map
2. Plat of "ELM POINTE".



**ELM POINTE**

**12-T17N-R12E**

CHANCELLOR, GREGOR



WEBBER, JOHN A JR

WEBBER, JOHN A JR & ANN M14100 S PEORIA AV E

1 inch = 197 feet

**Legend**

- TulParcels\_August2017
- TulZoning\_August2017
- GlenpoolStreets

PLAT No.

ENGINEER/SURVEYOR:  
JR DONELSON, INC.  
12820 SO. MEMORIAL DR.  
OFFICE 100  
BIXBY, OKLAHOMA 74008  
PHONE: 918-394-3030  
C.A. NO. 5611 EXP. 6-30-19

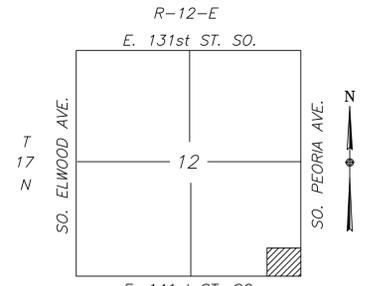
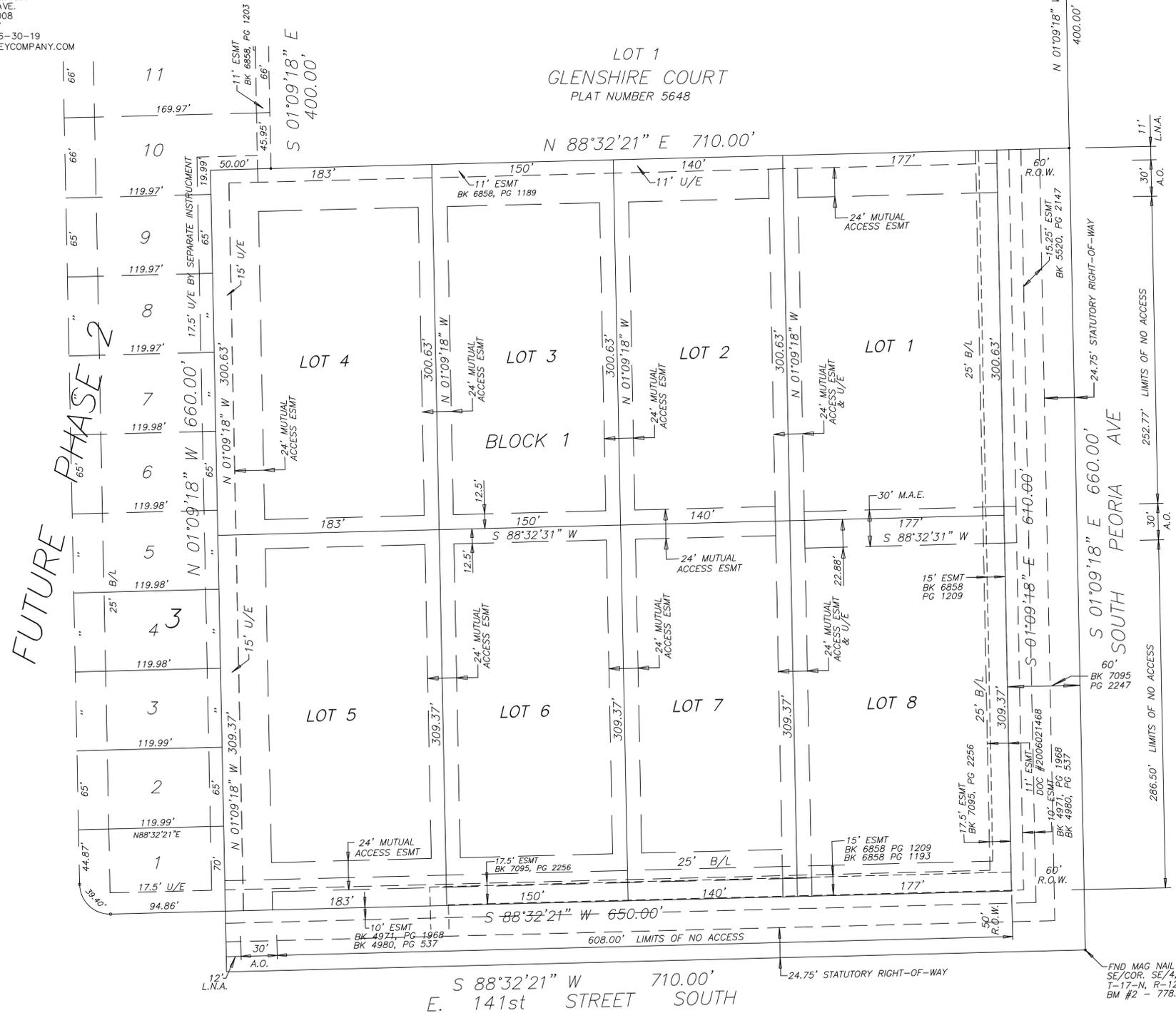
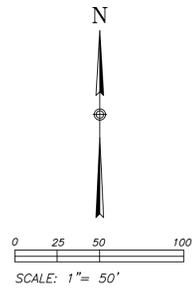
OWNER:  
ELM POINTE CS, LLC  
11063-D SO. MEMORIAL DR., #531  
TULSA, OKLAHOMA 74133  
CONTACT: TJ REMY  
PHONE: 918-845-1106

SURVEYOR:  
RYAN DOUDICAN  
OKLAHOMA SURVEY COMPANY  
12509 SO. 71st EAST AVE.  
BIXBY, OKLAHOMA 74008  
PHONE: 918-720-6787  
C.A. NO. 4717 EXP. 6-30-19  
EMAIL: OKLAHOMASURVEYCOMPANY.COM

# ELM POINTE

A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE  
SOUTHEAST QUARTER IN SECTION 12, T-17-N, R-12-E,  
CITY OF GLENPOOL, TULSA COUNTY, STATE OF OKLAHOMA

FINAL PLAT  
CERTIFICATE OF APPROVAL  
I hereby certify that this plat was approved  
by the City Council of the City of Glenpool  
on \_\_\_\_\_  
By: \_\_\_\_\_  
Mayor - Vice Mayor  
This approval is void if the above signature  
is not endorsed by the City Manager or  
City Clerk.  
By: \_\_\_\_\_  
City Manager - City Clerk



OKLAHOMA STATE PLANE COORDINATE  
SYSTEM, OKLAHOMA NORTH ZONE  
HORIZONTAL DATUM: NAD 83  
VERTICAL DATUM: NAVD 88

BENCHMARK # 1 ELEVATION = 758.28  
CUT "X" EAST END OF HEADWALL, S.  
SIDE OF 141ST ST., AT S.W. CORNER OF  
SUBJECT PROPERTY

BENCHMARK # 2 ELEVATION = 778.52  
FND MAG NAIL AT S.W. COR, SE/4, SEC.  
12, T-17-N, R-12-E, I.M., S.E. CORNER  
OF SUBJECT PROPERTY

THE BASIS OF BEARINGS FOR THE SURVEY  
SHOWN THEREON IS THE EAST LINE OF THE  
SE/4 OF THE SE/4 OF SAID SECTION 12,  
S 01°09'18"E

THIS PLAT MEETS THE OKLAHOMA MINIMUM  
STANDARDS FOR THE PRACTICE OF LAND  
SURVEYING AS ADOPTED BY THE OKLAHOMA  
STATE BOARD OF LICENSURE FOR  
PROFESSIONAL ENGINEERS AND SURVEYORS.

3/8" IRON PINS WERE EITHER FOUND OR  
SET AT EACH PROPERTY CORNER.

ELM POINTE  
PREPARATION DATE: 10/23/2017  
SHEET 1 OF 2

CERTIFICATE

STATE OF OKLAHOMA }  
COUNTY OF TULSA } SS

I, \_\_\_\_\_, Tulsa County Clerk, in and  
for the County and State of Oklahoma above  
named, do hereby certify that the foregoing is  
a true and correct copy of a like instrument  
now on file in my office.

Dated the \_\_\_\_\_ day of \_\_\_\_\_  
Tulsa County Clerk

Deputy

ELM POINTE  
DEED OF DEDICATION AND STATEMENT OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Elm Pointe CS, LLC is the owner in fee simple to the following described property in the City of Glenpool, Tulsa County, Oklahoma, to-wit:

A tract of land located in the Southeast Quarter (SE/4) of Section 12, Township 17 North, Range 12 East, of the Indian Base and Meridian, Tulsa County, State of Oklahoma, being more particularly described as follows, to-wit:

Beginning at the Southeast corner of the Southeast Quarter (SE/4) of Section 12, T-17-N, R-12-E, thence S 88°32'31"W and along the South line of the Southeast Quarter a distance of 710.00 feet; thence N 01°09'18"W a distance of 660.00 feet; thence N 88°32'21"E, a distance of 710.00 feet to a point on the East line of the Southeast Quarter of said Section 12; thence S 01°09'18"E and along the East line of the Southeast Quarter (SE/4), a distance of 660.00 feet to the point of beginning and containing 10.757 acres more or less.

and Elm Pointe CS, LLC has caused the above-described land to be surveyed, staked, platted, granted, donated, conveyed, and dedicated, access rights reserved, and subdivided into lots, blocks, a reserve area, streets, platted and subdivided into lots, blocks and a reserve area and streets, and have designated the same as "Elm Pointe" an Addition to the City of Glenpool, Tulsa County, Oklahoma (hereinafter sometimes referred to as the "Subdivision").

SECTION 1. PUBLIC COVENANTS

A. UTILITY EASEMENTS

The Owners hereby dedicate to the public use forever the easements as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing, replacing any and all utilities including storm sewer, sanitary sewer, telephone and communication lines, electric power lines and transformers, gas lines and water lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto with the rights of ingress and egress into and upon said utility easements and rights-of-way for the uses and purposes aforesaid. No building, structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easement or rights-of-way as shown, provided however, that the owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sanitary sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all public streets, alleys, and utility easements, shown on said plat, for the purposes of furnishing water and/or sanitary sewer services to the area included in said plat.

B. WATER AND SANITARY SEWER SERVICE

In connection with the provision of water and sanitary sewer service, all lots are subject to the following provisions, to-wit:

The owner of each lot shall be responsible for the protection of the public water mains and the public sanitary sewer facilities located on his lot and within the depicted street right-of-way and utility easement areas, if ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense and subject to the City of Glenpool approval.

The Owners or its successors will be responsible for ordinary maintenance of public water mains and public sanitary sewer facilities, the owner will pay damage for relocation of such facilities or necessitated by the acts of the owner or his agents or contractors.

The City of Glenpool or its successors through its agents and employees shall at all times have the right of access with their equipment to all such easement ways shown on said plat, including the "Mutual Access Easements", or provided for in this deed or dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground water, storm sewer and sanitary sewer facilities.

The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Glenpool or its successors, and the owner of the lot agrees to be bound hereby.

C. ELECTRIC, TELEPHONE, CABLE TELEVISION AND NATURAL GAS SERVICE.

In connection with the installation of underground electric, telephone, cable television and natural gas service lines, the lot is subject to the following:

1. Street light poles or standards shall be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-ways reserved for the general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.

2. All supply lines in the Subdivision including electric, telephone, cable television and natural gas service lines shall be located underground in the easements reserved for general utility services and streets shown on the plan of the subdivision. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easements. Overhead pole lines for the supply of electric and communication service may be located in easement along the South and East boundaries of the addition.

3. Underground service cables and natural gas service lines to all buildings which may be located in the Subdivision may be run from the nearest natural gas service pedestal or transformer to the point of usage determined by the location and construction of such building as may be located upon said lot: provided that upon that the installation of such a service cable or a natural gas service line to a particular building, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or natural gas main to the service entrance on the building.

4. The supplier of electric, telephone, cable television and natural gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the Subdivision or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or natural gas service facilities so installed by it.

5. The owner of each lot in the Subdivision shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or natural gas facilities. The supplier of service will be responsible for the ordinary maintenance of underground facilities, but the owner of the lot in the Subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors.

D. STORM SEWER

1. The storm sewers will be privately owned and privately maintained.

2. Elm Pointe CS, LLC, or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all storm sewer systems for the purpose of installing, maintaining, removing or replacing any portion of the underground storm sewer system.

3. No permanent fence, permanent wall, permanent building, or permanent structure which would cause an obstruction shall be placed on the storm sewer that will interfere with the storm sewer system.

4. The storm sewers shall be owned by and maintained, at the sole cost and expense, of the owner of the lot upon which the storm sewers are located.

5. The owner of each lot shall be responsible for the protection of the storm sewer located on their lot and shall prevent the alteration of grade or any construction activity which may interfere with said storm sewer. The alteration of grade from the contours existing upon the completion of the installation of storm sewer, or any construction activity which would interfere with storm, shall be prohibited.

E. SURFACE DRAINAGE

1. Surface Drainage. Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements.

2. No property owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. No property owner shall modify or change the direction of drainage of surface stormwater from the original approved construction plans on file at the City of Glenpool.

3. The property owner shall prevent the alteration of grade within all easement areas from the original contours (finish grade) and shall prevent any construction activity which may interfere with such public water mains, valves, storm sewers, and/or public sanitary sewer facilities.

4. The covenants set forth in this section shall be enforceable by any affected property owner and by the City of Glenpool, Oklahoma.

F. OWNER RESPONSIBILITY WITHIN EASEMENTS.

The owner of the lots shall be responsible for the repair and replacement of any properly permitted landscaping and paving within the utility easements on the lot in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, cable television, or telephone service.

G. LAND USE

All construction shall be strictly according to the ordinances of the City of Glenpool, Oklahoma.

SECTION 2. DEVELOPMENT STANDARDS

The Standard Requirements of the City of Glenpool Fire Marshal, City Engineer, and City Attorney shall be met as a condition of approval.

1. LANDSCAPED AREA AND SCREENING

a. All development and construction in shall comply with all applicable codes and regulations of the City of Glenpool.

2. SIGNS

a. Signage shall comply with the requirements of the City of Glenpool Zoning Code.

b. Flashing signs, changeable copy signs, running light or twinkle signs, animated signs, revolving or rotating signs with movement shall be prohibited, except as reviewed by the Glenpool Planning Commission and approved by the City Council as part of the approved detail sign plan.

3. LIGHTING

a. Lighting used to illuminate the development area shall be so arranged as to shield and direct the light away from adjacent residential areas and residential uses within the plat. No light standard or building-mounted light shall exceed 14 feet. Light, as measured in footcandles, shall not exceed 0.0 footcandles at all of the plat boundaries shared with a residential property.

4. TRASH, MECHANICAL AND EQUIPMENT AREAS

a. There shall be no storage of recyclable materials, trash or similar material outside a screened receptacle. All trash, mechanical and equipment areas, including building mounted, shall be screened from public view in such a manner that the areas cannot be seen by persons standing at ground level.

5. TOPOGRAPHY, DRAINAGE AND UTILITIES

A Professional Engineer registered in the State of Oklahoma shall certify to the appropriate City official that all required storm water drainage structures serving the Site have been installed in accordance with the approved plans prior to issuance of an Occupancy Permit on that lot.

During construction on the property, the owners of the development areas, and any platted lots within the development areas, will provide adequate and reasonable erosion control, and after construction, they will provide and maintain vegetative, landscaped ground cover so that soil does not erode on or from the property.

6. ACCESS, CIRCULATION AND PARKING

All drives and parking areas within the subdivision shall be privately owned and maintained. Mutual access between and across individual lots and mutual parking privileges shall be shown by a mutual access easement.

7. RESTRICTIVE COVENANTS ENFORCEMENT

Restrictive covenants will be adopted and recorded for the subdivision as platted. Owners of the respective platted lots and/or buildings in the subdivision will be required, by the covenants to keep and maintain the lots and improvements in a clean and professional manner (the "Maintenance Covenant"). The Maintenance Covenant will be enforced by the owner or the owners' association for each platted lot or building in the subdivision.

SECTION 3. PRIVATE COVENANTS AND RESTRICTIONS.

Usage of the following words shall having the following meanings, unless the context clearly requires otherwise: "City" shall mean the City of Glenpool; "lot" shall mean a lot in the Subdivision.; "lot owner" shall mean a lot owner in the Subdivision; "plat" shall mean the accompanying plat of the Subdivision; and "zoning code" shall mean the City of Glenpool Zoning Code.

For the purpose of providing an orderly development of the Subdivision and for maintaining conformity of the improvements therein, the following covenants and restrictions hereby are imposed upon the use and occupancy of the lots within the Subdivision.

1. Private Covenants and Restrictions Applicable to all Lots. The following standards shall apply to all lots of the Subdivision unless specifically modified or superseded by more specific provisions adopted by the Owner as hereinafter provided.

a. Mutual Access Easements. Mutual Access Easements, as depicted on the accompanying plat, are hereby established for the purposes of permitting vehicular and pedestrian access to and from all areas adjacent to and contained within the plat, and such easements shall be for the mutual use and benefit of each affected lot owner, their guests, and invitees, and shall be appurtenant to each affected lot. Provided, however, governmental agencies and suppliers of utilities shall have the reasonable use of the easements incidental to the provision of services within the lots within the plat.

b. Mutual Access Easement Maintenance. Elm Pointe CS, LLC, its successors or assigns will be responsible for the maintenance, upkeep, repairing, replacing of pavement, storm sewer pipe, and storm water inlets in the Mutual Access Easements.

c. Landscaping and Common - Elements

Elm Pointe CS LLC, its successors or assigns will be responsible for the maintenance of the landscaping, screening fences, gates and other potentially-common-elements.

SECTION 4. ENFORCEMENT, AMENDMENT, ETC.

A. Duration, Amendment and Severability.

1. Duration. These restrictions shall remain in full force and effect until January 1, 2027, and shall automatically be extended thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.

2. Amendment or Termination. The private covenants and restrictions contained in this Deed of Dedication may be amended, modified, changed or canceled by a written instrument signed and acknowledged by the Elm Pointe CS, LLC, except Section 1, which may be altered only with the written consent of the City of Glenpool.

3. Severability. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgement or decree of any court or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof as set forth herein, which shall remain in full force and effect.

4. Enforcement. The restrictions herein set forth are covenants to run with the land shall be binding upon the Owner, its successors and assigns and all parties claiming under it, and otherwise shall be enforceable as set forth and shall be binding upon the Owner, its successors and assigns and all parties claiming under it. If the Owner, or its successors or assigns, shall violate any of the covenants herein, it shall be lawful for the City of Glenpool, Oklahoma (as to the violation of the Covenants contained in Section 1), to maintain any action at law or in equity against the Owner to prevent the Owner from so doing, to compel compliance with the covenants, or to recover damages for such compliance with the covenant.

As owner, Elm Pointe CS, LLC, hereby certifies that we have caused the land described in this plat to be surveyed, divided, mapped, granted, donated, conveyed, dedicated and access rights reserved as represented on the plat.

In witness whereof the owner have executed this Deed of Dedication on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Elm Pointe CS, LLC

By: Member/Manager

STATE OF OKLAHOMA )  
                                  )SS  
COUNTY OF TULSA )

Before me the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person who subscribed the name thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed for said limited liability company, for the uses and purposes therein set forth.

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

Notary Public

My commission expires: \_\_\_\_\_

SURVEYORS CERTIFICATE

I, Ryan Doudican, a Registered Land Surveyor in the State of Oklahoma, hereby certifies that I have fully complied with the requirements of this regulation and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the land; that the plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it; and, that the plat represents a survey made under my direct supervision.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Ryan Doudican, RLS #1591  
C.A. No. 4717 Exp.Date: 6/30/2019

STATE OF OKLAHOMA )  
                                  )SS  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Charles K. Howard, to me known to be the identical person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under me hand and seal the day and year last above written.

Notary Public

My Commission expires: \_\_\_\_\_



Glenpool Conference Center  
12205 S. Yukon Ave.  
PO Box 70  
Glenpool, OK 74033

**MEMORANDUM**

**TO:** HONORABLE CHAIRMAN AND TRUSTEES  
**FROM:** LEA ANN REED, CONFERENCE CENTER DIRECTOR  
**DATE:** NOVEMBER 14, 2017  
**SUBJECT:** NEW JANITORIAL COMPANY PROPOSAL

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**Background:**

Over the past 4 years, Westmark Facility Services has cleaned the Glenpool Conference Center, Utility Building, Police Department and Courtroom. The original owner sold the company last November and staff noticed a decline in service. After many conversations and emails with the project manager from Westmark about the poor service, performance did not change so we decided to hire a new janitorial company. The price quoted from Elite Cleaning is comparable to the monthly rate from Westmark so the budgeted amount for janitorial services in the FY 2017/2018 budget should not be affected.

**Staff Recommendation:**

Staff recommends approval of the attached agreement with Elite Cleaning in the amount of \$2,859.50 a month for the Glenpool Conference Center, \$390 for the Police Department and Courtroom and \$250 for the Utility Department.

**Attachment:**

Elite Cleaning Proposal  
Elite Cleaning Agreement



Lee Ann,

First I would like to thank you for the opportunity to provide you with a quote for Glenpool Conf Center, Glenpool Water Dept and Glenpool PD.

We at Elite believe that in order for our business to succeed we have to first and foremost exceed the expectations of our clients and success will soon follow. We are able to achieve this through our three key components. Our people, our process and our passion to provide the best cleaning service in the industry.

We understand that cleanliness is an extension of the overall image of our clients business and would love the opportunity to provide The City of Glenpool with the cleaning that you expect and deserve.

- All Elite employees have passed an extensive background check
- We are insured and bonded
- Elite carries workers compensation on all employees
- Locally owned and operated in Tulsa for over 15 years
- No contracts are necessary
- OSHA compliant
- Member of the Better Business Bureau
- Tulsa Chamber of Commerce member
- We offer carpet cleaning, spot cleaning, interior window cleaning

This is the quote for cleaning Glenpool Conf. Center for 35 hours per week  
\$2,859.50 (\$35 per hour over 35 hours)

This is the quote for cleaning the Glenpool Water Dept \$250 per month

This is the quote for cleaning the Glenpool PD \$390 per month

Christi Cooper  
918-557-9154  
christi@elitecleaningtulsa  
[www.elitecleaningtulsa.com](http://www.elitecleaningtulsa.com)

## CUSTODIAL SERVICES CONTRACT

By this Custodial Services Contract (“**Contract**”), Elite Cleaning of Tulsa, an Oklahoma company, (“**Contractor**”) hereby agrees with the Glenpool Industrial Authority, an Oklahoma public trust having the City of Glenpool (“**City**”) as its beneficiary, (“**Customer**”), as of the date this Contract is last executed by either party, to provide the necessary labor, material, supplies and equipment to perform the services identified and as provided herein (“**Services**”). Contractor and Customer acting jointly are the “**Parties**.”

CONTRACT WITH:	Glenpool Industrial Authority
SERVICES PROVIDED:	Professional Cleaning
SCOPE OF SERVICES:	General cleaning Services, to include vacuuming of carpets; mopping floors; dusting of furniture (provided that, Contractor will not be expected to remove papers or personal items from any desk or cabinet space); cleaning hard surfaces; removal of trash; restroom cleaning; and all reasonably related custodial duties, all in accordance with reasonable industry standards
LOCATIONS OF SERVICES:	First floor (only) of the Glenpool Conference Center, 12205 S. Yukon Avenue;  Both floors of Glenpool Police Department, 14600 S. Elwood Avenue, to include the Municipal Courtroom and all auxiliary rooms on second floor; and  Utility Billing Building, 14526 S. Elwood Avenue
PRICING AND PAYMENT TERMS:	Conference Center Services: \$2,859.50 per month Police Department: \$390.00 per month Utility Billing Building: @50.00 per month  Based on work schedule of 35 hours per week for all Services, plus \$35 per every hour in excess of 35, in accordance with days of week and time of day to be agreed upon separately by the Parties  Invoice submitted by 10 <sup>th</sup> of month following performance of Services will be paid no later than the 30 <sup>th</sup> of the same month  Prices will not change during the initial Term of the Contract defined below without notice and agreement by both Parties
INSURANCE:	Declaration Page attached for Commercial General Liability Insurance, naming Customer as additional insured  Certification attached verifying compliance with Workers’ Compensation Statutory Minimum Requirements, or exemption
INITIAL TERM:	Commencement Date: December 1, 2017  Termination Date: June 30, 2018, or upon conditions stated in this Contract

RENEWAL OPTION: The Parties agree that, unless expressly terminated by notice prior to June 30, 2018, in accordance with provisions stated in this Contract, the Parties may negotiate for a renewal term of July 1, 2018 – June 30, 2019, by no later than May 1, 2019

1. INDEPENDENT CONTRACTOR STATUS:

The Contractor is an independent contractor and not an agent or employee of the Customer or of the City of Glenpool. All persons performing Services on behalf of the Contractor shall be deemed either employees or subcontractors of the Contractor and shall in no case be employees or agents of the Customer or the City.

2. CONFIDENTIALITY:

Contractor accepts for itself and for any person performing Services under this Contract the duty to maintain confidentiality with respect to such business of the Customer as Contractor may have reason to learn solely during or because of the performance of the Services set forth in this Contract.

3. HOLIDAYS:

The following holidays shall be observed by the Customer and are therefore days on which the Contractor shall not be obligated to perform any Services pursuant to this Contract: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; and any other holiday observed by the Customer and noticed to Contractor.

4. TERMS OF PAYMENT:

The Customer agrees to pay Contractor the following rates which are fixed for the period of the Initial Term unless either party informs the other of its intent to terminate the Contract prior to expiration of the Initial Term as set forth in Section 6 below. The Contract will be subject to renewal upon expiration of the Initial Term in the discretion of both Parties, subject to renegotiation of the rates set forth herein, based upon changes in labor and/or material costs. Contractor will submit all invoices monthly within ten (10) days following the month Services are performed, for payment within twenty (20) days from the date of the invoice.

General Cleaning Services

General cleaning Services, to include vacuuming of carpets; mopping floors; dusting of furniture (provided that, Contractor will not be expected to remove papers or personal items from any desk or cabinet space); cleaning hard surfaces; removal of trash; restroom cleaning; and all reasonably related custodial duties, all in accordance with reasonable industry standards, at stated locations

Special Cleaning Services:

Any out-of-the-ordinary, unscheduled cleaning needs will be performed at a separately negotiated rate to be agreed upon in writing by the Parties.

Supplies and Equipment:

Customer shall provide, at its cost, all consumable products at no cost to Contractor (including, paper towels, toilet paper, hand soap, trash liners and similar standard consumable, replenished products).

General cleaning supplies required to perform the Services (including, chemicals, cleaning devices, brooms, mops, mop buckets and similar standard supplies or equipment utilized in the custodial industry) will be provided by Contractor at its cost.

5. CUSTOMER OBLIGATIONS:

Customer agrees to:

Provide suitable, and lockable where feasible, storage space for all equipment and supplies belonging to Contractor.

Advise City of Glenpool employees to secure all personal and/or confidential items and leave desks as clear of paper as possible.

Assign one employee as the individual responsible for communication between Customer and Contractor for each site where Services are to be performed, or a single employee acting in this capacity for all sites, in Customer's discretion. The identity of such employee(s) and contact information will be provided separately.

6. TERMINATION:

This Contract shall continue in effect for the duration of the Initial Term unless and until either party notifies the other in writing of its intent to terminate by giving the other party thirty (30) days' written notice, *provided that*, Customer reserves the right to terminate the Contract immediately and without notice in the event of serious misconduct by the Contractor. Serious misconduct may include deliberate damage to property; breach of confidentiality; or actions of a similar serious nature, as determined by the Customer acting in good faith.

7. ACCEPTANCE:

CUSTOMER: GLENPOOL INDUSTRIAL AUTHORITY

By \_\_\_\_\_ Date \_\_\_\_\_  
Timothy Lee Fox  
Chair, Board of Trustees

CONTRACTOR: ELITE CLEANING OF TULSA

By \_\_\_\_\_ Date \_\_\_\_\_  
[Name and Title]

ATTEST:

SEAL

---

Susan White, City Clerk

APPROVED:

---

Lowell Peterson,  
City Attorney and Trust Authority Counsel



**MEMORANDUM**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

**RE: PAVING REPAIR PROJECT - "ROLLING MEADOWS ADDITION"**

**DATE: NOVEMBER 14, 2017**

**BACKGROUND:**

This item is for Council consideration and action regarding the review and approval of a proposal solicited and received from Dunham's Asphalt Services, Inc. in the amount of \$16,880.00 covering the completion of a certain paving repair project located in Rolling Meadows Addition. The project is specifically located on 149<sup>th</sup> Place immediately east of the Yukon Avenue intersection as illustrated on the attached aerial photo. Also attached are several site photos of the area in question that illustrate the severely deteriorated condition of a section of the existing roadway that measures approximately 27' X 65'. The paving failure in this location is likely the cause of accumulated subsurface ground water that exists throughout the Rolling Meadows Addition. Over time, the pocketed groundwater has softened the underlying paving subgrade resulting in the paving failure noted in the photographs. The proposal received from Dunham Asphalt Services proposes the complete removal of approximately 1,750 s.f. of existing asphalt and concrete surfacing as well as the removal of a minimum of 12" of the existing subgrade soils within the repair area. The repair work will then include replacing the removed subgrade material with at least 12" of compacted ¾" crushed limestone aggregate to serve as the new paving base to be topped with a minimum of 6" of asphaltic concrete to complete the repair. The funding for this repair project will be from the current 2017/18 FY Budget - Street Repairs - GL No. 01-6-14-6274.

**Staff Recommendation:**

Staff recommends Council approval and to authorize the City Manager to execute the agreement with Dunham's Asphalt Services, Inc. in an amount not to exceed \$16,880.00.

**Attachments:**

- Repair Proposal
- Site Photographs



AREA TO BE REMOVED



AREA TO BE REMOVED



# 149th Place Patch

approx 65 lf x 27 lf

## Legend

 Polygon Measure



Google Earth

© 2017 Google

S Yukon Ave

200 ft





Dunham's Asphalt Services, Inc.  
Bid Proposal

October 31, 2017

City of Glenpool

RE: Patch @ W 149th Place  
See attached colored aerial

Attention: Wes

Dunham's Asphalt Services, Inc. is pleased to provide a bid on the above referenced project.  
An itemized scope of work has been provided for your review.

**Scope of Work: All Labor, materials and equipment to:**

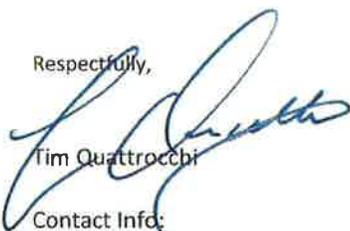
**Asphalt Paving** approx 65 x 27   
Saw cut as required  
Remove asphalt, concrete, and millings  
Haul off excess  
Excavate to a depth of 1'  
Place 6" Class a Rock  
Place and compact 6" Asphalt  
\*\* Existing curb & Gutter to remain - Remove existing asphalt and Overlay

---

<b>Total Base Bid</b>	<b>\$ 16,880.00</b>
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Respectfully,



Tim Quattrocchi

Contact Info:  
Mobil: 918.231.8000  
[tim@dunhamsasphalt.com](mailto:tim@dunhamsasphalt.com)

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_



Date: November 14, 2017

To: Honorable Mayor/Chairman and City Council/Trustees

From: Susan White, City Clerk

Re: 2018 Meeting Schedule

Background

Per Oklahoma Open Meetings Act O.S.25 § 311(A)(1), all public bodies shall give notice in writing by December 15 of each calendar year of the schedule of the regularly scheduled meetings for the following year.

Meeting schedules have been prepared separately for City Council meetings, each Trust Authority and GEMS. They are identical to 2017 in frequency and convening time for each public body.

Attached

- 2018 Meeting Calendar

**2018 CALENDAR YEAR  
SCHEDULE OF REGULAR MEETINGS  
GLENPOOL CITY COUNCIL  
GLENPOOL, OKLAHOMA**

<b>DATE</b>	<b>TIME</b>	<b>PLACE</b>
JANUARY 2, 2018 *	6:00 P.M.	GLENPOOL CITY HALL
JANUARY 16, 2018 *	6:00 P.M.	GLENPOOL CITY HALL
FEBRUARY 5, 2018	6:00 P.M.	GLENPOOL CITY HALL
FEBRUARY 19, 2018 *	6:00 P.M.	GLENPOOL CITY HALL
MARCH 5, 2018	6:00 P.M.	GLENPOOL CITY HALL
MARCH 19, 2018	6:00 P.M.	GLENPOOL CITY HALL
APRIL 2, 2018	6:00 P.M.	GLENPOOL CITY HALL
APRIL 16, 2018	6:00 P.M.	GLENPOOL CITY HALL
MAY 7, 2018	6:00 P.M.	GLENPOOL CITY HALL
MAY 21, 2018	6:00 P.M.	GLENPOOL CITY HALL
JUNE 4, 2018	6:00 P.M.	GLENPOOL CITY HALL
JUNE 18, 2018	6:00 P.M.	GLENPOOL CITY HALL
JULY 2, 2018	6:00 P.M.	GLENPOOL CITY HALL
JULY 16, 2018	6:00 P.M.	GLENPOOL CITY HALL
AUGUST 6, 2018	6:00 P.M.	GLENPOOL CITY HALL
AUGUST 20, 2018	6:00 P.M.	GLENPOOL CITY HALL
SEPTEMBER 4, 2018 *	6:00 P.M.	GLENPOOL CITY HALL
SEPTEMBER 17, 2018	6:00 P.M.	GLENPOOL CITY HALL
OCTOBER 1, 2018	6:00 P.M.	GLENPOOL CITY HALL
OCTOBER 15, 2018	6:00 P.M.	GLENPOOL CITY HALL
NOVEMBER 13, 2018*	6:00 P.M.	GLENPOOL CITY HALL
DECEMBER 11, 2018*	6:00 P.M.	GLENPOOL CITY HALL

\* Denotes Tuesday Meeting

Meetings held at GLENPOOL CITY HALL, City Council Chambers, 12205 S Yukon Ave., Glenpool Oklahoma

**APPROVED BY:**  
GLENPOOL CITY COUNCIL  
12205 S. YUKON  
GLENPOOL, OK 74033  
918-322-5409

Filed in the office of the City Clerk on the 14<sup>th</sup> day of November 2017

Signed: \_\_\_\_\_

**NOTICE**  
**GLENPOOL UTILITY SERVICE AUTHORITY**  
**REGULAR MEETING**

A Regular Session of the Glenpool Utility Service Authority will begin at 6:00 p.m. immediately following the Glenpool City Council meeting, on Tuesday, November 14, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3<sup>rd</sup> Floor, Glenpool, Oklahoma.

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

**AGENDA**

- A) Call to Order
- B) Roll call, declaration of quorum
- C) Public Works Director Report - Wes Richter, Director of Public Works
- D) Scheduled Business
  - 1) Discussion and possible action to approve minutes from October 2, and October 16, 2017 meetings.
  - 2) Discussion and possible action to approve a Professional Services Agreement from Crafton, Tull & Associates, in an amount not to exceed \$45,500, covering engineering design of Speedy's Liftstation improvements.  
(Lynn Burrow, Community Development Director)
  - 3) Discussion and possible action to accept Public Improvements serving Jiffy Lube Project in the Southwest Crossroads Addition.  
(Lynn Burrow, Community Development Director)
  - 4) Discussion and possible action to approve 2018 Meeting Calendar.  
(Susan White, Secretary)
- E) Adjournment

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

Signed: \_\_\_\_\_  
Clerk



## Public Works Director's Report

November 14, 2017

To: Glenpool Utility Services Authority Board Members,

The following report highlights and summarizes the various activities that are currently being addressed by the Public Works Department.

### Waste Water Treatment Plant:

- Submitted Monthly DMR report to ODEQ.
- Submitted wet test results to ODEQ we passed on biomonitoring.
- ODEQ was at waste water plant for the annual CEI inspection a couple minor things were noted and are already being taken care of. I haven't received the official letter from ODEQ yet.
- 1 sewer backup was reported on city side.

### Water Distribution:

- Manual meter reading started & ended on October 5<sup>th</sup>.
- Radio read meter reading started and ended on October 6<sup>th</sup>.
- Total rereads for October 5.
- 174 Service Orders, 9 Blue tags were issued by the water billing dept.
- 5 New construction meters were set.
- 332 Line locates were issued by call Okie which brings the total from Jan to Nov to 3,181 locates.
- There were 86 turn offs which 14 are still locked.
- The RG3 meter replacement project is now complete. The 1.5 inch and larger meters city employees will take care of the replacements these meters were not part of the contract with RG3.
- The crews are going to start lowering the boxes that were left to tall as weather permits and depending on the amount of service orders being received from the water dept.

**MINUTES  
GLENPOOL UTILITY SERVICES AUTHORITY  
REGULAR SESSION  
October 2, 2017**

The Regular Session of the Glenpool Utility Services Authority was held at Glenpool City Hall. Trustees present: Tim Fox, Chairman; Momodou Ceesay, Vice-Chairman; Patricia Agee; Brandon Kearns and Jacqueline Triplett-Lund.

Staff present: Lowell Peterson, Trust Attorney; Susan White, Trust Secretary; Julie Casteen, Trust Treasurer and Wes Richter, Director of Public Works.

- A) **Chairman Fox called the meeting to order at 7:05 p.m.**
- B) **Susan White, Secretary called the roll and Chairman Fox declared a quorum present.**
- C) Public Works Director Report - Wes Richter, Director of Public Works
  - Mr. Richter reviewed the various activities accomplished by the water/wastewater personnel during the previous month.
- D) **Scheduled Business:**
  - 1) **Discussion and possible action to approve minutes from September 5, and September 18, 2017 meetings.**  
**MOTION:** Trustee Agee moved, second by Trustee Kearns to approve minutes as presented.  
**FOR:** Trustee Lund; Vice-Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns  
**AGAINST:** None  
**Motion carried.**
- E) **Adjournment.**
  - There being no further business, Chairman Fox declared the meeting adjourned at 7:09 p.m.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

**MINUTES**  
**GLENPOOL UTILITY SERVICES AUTHORITY**  
**SPECIAL SESSION**  
**October 16, 2017**

The Special Session of the Glenpool Utility Services Authority was held at Glenpool City Hall. Trustees present: Tim Fox, Chairman; Momodou Ceesay, Vice Chairman; Patricia Agee; Brandon Kearns, Trustee and Jacqueline Triplett-Lund.

Staff present: Lowell Peterson, Trust Attorney; and Susan White, Trust Secretary.

- A) **Chairman Fox called the meeting to order at 8:16 p.m.**
- B) **Susan White, Secretary called the roll and Chairman Fox declared a quorum present.**
- C) **Scheduled Business:**
- 1) **Discussion and review of the second annual Agreed Upon Procedures Audit of Performance by Creek County Rural Water District No. 2 and the City of Glenpool/Glenpool Utility Service Authority pursuant to the Agreement of Compromise, Settlement and Release between the parties.**  
Lowell Peterson, Trust Attorney explained the reason the item appeared on both the City Council and GUSA agendas is because each are party to the Settlement Agreement, therefore both parties are included in the Audit.
  - 2) **Discussion and possible action to designate Deborah Pengelly as signatory on all Glenpool Utility Service Authority accounts.**  
**MOTION:** Trustee Agee moved, second by Trustee Lund to appoint Deborah Pengelly as checking account signatory for GUSA accounts.  
**FOR:** Trustee Lund; Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns  
**AGAINST:** None  
**Motion carried.**
  - 3) **Discussion and possible action to approve the purchase of a 2017 Chevrolet Silverado C2500 double cab truck from Hudiburg Auto Group at State of Oklahoma contract SW035 price of \$27,459.**  
**MOTION:** Vice Chairman Ceesay moved, second by Trustee Agee to approve the purchase of the 2017 Chevrolet Silverado C2500 double cab truck at a cost not to exceed \$27,459.  
**FOR:** Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns; Trustee Lund  
**AGAINST:** None  
**Motion carried.**
- D) **Adjournment.**
- There being no further business, Chairman Fox declared the meeting adjourned at 8:19 p.m.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

**MEMORANDUM**

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

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

**RE: REVIEW AND APPROVAL OF ENGINEERING DESIGN PROPOSALS  
SPEEDY'S SANITARY SEWER LIFT STATION REHAB. PROJECT**

**DATE: NOVEMBER 14, 2017**

**BACKGROUND**

This item is for GUSA Board of Trustees consideration, approval, and action regarding a certain engineering design proposal received from Crafton/Tull Engineering Consultants covering the rehabilitation, reconfiguration, and upgrading of the existing 'Speedy's sanitary sewer lift station. As illustrated on the attached aerial photo, this facility is located on the east side of Coal Creek - just south of 148<sup>th</sup> Street. Attached is a copy of the City Sanitary sewer atlas map that depicts the location of this lift station and the various existing sewer lines that drain to this location. Generally, virtually all existing gravity sewer lines located south, east, and west of this lift station drain to it currently. In addition, all geographic areas within the corporate limits south of 151<sup>st</sup> Street will have sewer lines constructed to provide service to new developments that will also connect or discharge to this lift station in the future. Currently, the existing station is at or near its maximum pumping capacity and the new developments occurring within the Coal Creek watershed will likely overwhelm the facility in the near future.

Proposals have been solicited and received from SKW Engineering, Cowan Group Engineering, and Crafton/Tull Engineering in response to a RFP issued by the Glenpool Community Development Department Staff requesting this type of design proposal covering the total upgrade of this existing facility. The request also included the engineering design associated with a new downstream force main running northerly from the existing lift station connecting to a certain 18" ID sanitary sewer line located on the north side of 141<sup>st</sup> Street - east of Barber Street as illustrated on the attached exhibit. The following listing represents the design, permitting, and construction administration fee structure identified and described in the responding proposals from the three firms that were solicited.

1. Cowan Group Engineering:
  - Watershed Engineering Study: \$28,000.00
  - Preliminary Engineering Design: \$79,000.00
  - Final Engineering Design: \$43,000.00
  - Bid Process Assistance: \$5,000.00
  - Construction Administration: \$15,000.00
  - Total Project Price: \$170,000.00
  
2. SKW Engineering:
  - Watershed Engineering Study: \$19,000.00
  - Engineering Design: Force Main: \$53,961.00
  - Engineering Design: Lift Station: \$54,437.00
  - Total Project Price: \$127,398.00
  
3. Crafton/Tull Engineering Consultants:
  - Watershed Engineering Study: \$15,000.00
  - Engineering Design Total: \$22,000.00
  - Bidding & Construction Admin.: \$8,500.00
  - Total Project Price: \$45,500.00

Staff has analyzed the three proposals covering the anticipated scope of work involved with this project and feel the written descriptions contained in each of them accurately define the basic elements required to design, permit, and construct the improvements necessary to produce a facility that will be in service and have adequate capacity for the next fifteen (15) to twenty (20) years. The responding consultants estimate that the preliminary watershed study, engineering design, and permitting phase of the project should be completed by April 1, 2018. Project bidding and contracting should be complete by June 1<sup>st</sup>, 2018 and the project construction should be fully complete and in operation on or before September 30, 2018.

It should be noted that the upgrade of this lift station and the addition of the downstream force main was anticipated in the FY 2017/2018 Budget. This capital improvement project is to be funded by a combination of existing Capital Improvement Bond funds set aside for these types of projects and GUSA operations revenue. The total project (design & construction) was originally estimated by SKW Engineering in February of 2017 predicting a total cost of \$805,000. As a result, the final FY 2017/2018 budget was approved with the total project cost of \$805,000 identified in budget account number 02-6-16-6278.

**Recommendation:**

Having reviewed the scope of services detailed in each engineering proposal listed above and having detailed discussions with the responding consultants regarding the description of services being proposed, Staff is recommending approval of the proposal received from Crafton/Tull

Engineering. Staff also recommends authorization for the Board Chairman to execute the corresponding Professional Services Agreement with this firm in a total amount not to exceed \$45,500.00

**Attachments:**

- A. Engineering Design Proposals & Professional Services Agreement
- B. Aerial Mapping
- C. Utility Atlas Sheets



**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of November 14, 2017 (“Effective Date”) between  
THE GLENPOOL UTILITY SERVICES AUTHORITY, a public trust benefiting the City of Glenpool (“Owner”)  
and Crafton, Tull & Associates, Inc. (“Engineer”)

Engineer agrees to provide the services described below to Owner for Speedy’s Lift Station and Force Main Extension (“Project”).

Description of Engineer’s Services: Sanitary Sewer Lift Station and Force Main capacity, condition, and retrofit study, design, and construction services. See the attached Exhibit A, titled “Speedy’s Lift Station and Force Main Study & Improvements Plans – Scope of Services,” which is incorporated by reference as though fully set forth herein (“Services”).

Street Address of Property \*: W148th St and S Broadway St

Owner and Engineer further agree as follows:

**1.01 Basic Agreement**

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

**2.01 Payment Procedures**

A. *Preparation of Invoices.* Engineer will prepare invoices in accordance with Engineer’s standard invoicing practices and submit the invoices to Owner.

B. *Payment of Invoices.* Invoices are due and payable upon receipt\*. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per

month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Lien Rights\**. The Owner understands that the Engineer is entitled to a lien against such funds of the Owner as are allocated to the Project. Engineer understands that Oklahoma law does not provide a lien on publicly-owned real property. A claim for lien against public funds may be enforced by filing in court for an accounting and payment.

\* This is a change from the standard EJCDC E-520 form.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide Services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

upon seven days written notice if Engineer reasonably and in good faith believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure

cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may, in its discretion, set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

B. Venue for any dispute or claim rising under this Agreement shall be Tulsa County District Court, Tulsa, Oklahoma.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

## 7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers, provided that such reliance may not result in an increased payment obligation of Owner without Owner's prior consent.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners,

and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. Files in electronic media format of text, data, graphics, or other types that are furnished by the Engineer to the Owner or to the Contractor upon the Owner's direction are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.\*

J. In the event of a negligent error or omission in the Engineer's designs, plans, Specifications, or other services ("the defect"), the Engineer's sole responsibility and liability for the defect shall not exceed the Engineer's services to re-perform or redesign the plans, specifications, services or other deliverables related to the defect, plus the reasonable direct damages caused by the defect. The Engineer shall not be liable for and damages shall not include the cost of any addition, betterment, or improvement to the Work, nor for any item that otherwise would have been required to complete the Work, nor the cost and expense that would have been incurred by the Owner had such defect not occurred.\*

\* This is a change from the standard EJCDC E-520 document.

## 8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with Exhibit "A" Scope of Services), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral

understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument executed by both parties.

9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 45,500. This amount includes compensation for Engineer's Services. The Lump Sum noted herein accounts for labor, overhead, and profit and shall be invoiced in accordance with paragraph 2.01 upon satisfactory completion of Services.

2.\* Reimbursable expenses and additional services in accordance with paragraph 3.01 shall be invoiced over and above the Lump Sum fee in accordance with paragraph 3.01 B.. Compensation for reimbursable expenses is estimated to be \$ 500.

3.\* The Engineer may subcontract with other consultants to complete the services on the Project, subject to prior approval by Owner of any costs so incurred that exceed the Lump Sum amount.. The cost for such subconsultants shall be invoiced over and above the Lump Sum fee at cost times a 1.05 multiplier. The Owner shall have the opportunity to approve the use of such subconsultants prior the Engineer engaging their services.

4.\* Additional services authorized in writing by the Owner, in accordance with paragraph 3.01 B, shall be invoiced at the Engineer's Standard Hourly Rates, as shown in the attached Exhibit "B".

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 3 months. Should the time to complete construction be extended beyond this period, any additional total compensation to Engineer shall be negotiated and approved by the parties in good faith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER: GLENPOOL UTILITY SERVICES  
AUTHORITY

ENGINEER: CRAFTON, TULL & ASSOCIATES, INC.

By: Timothy Lee Fox

By:   
Matt Crafton

Title: Chair, Board of Trustees

Title: President & CEO

Date Signed: 11-14-2017

Date Signed: November 9, 2017

License or Certificate No. and State \_\_\_\_\_

CA 973 OK

Address for giving notices:

Address for giving notices:

12205 S. Yukon Ave

220 E. 8<sup>th</sup> St.

Glenpool, OK 74003

Tulsa, OK 74119

e-mail address: lburrow@cityofglenpool.com

e-mail address: kyle.sewell@craftontull.com

**Exhibit "A"**  
**Scope of Services For:**

<b>Project:</b>	Speedy's Lift Station and force main Study & Improvement Plans
<b>Client:</b>	Glenpool Utility Services Authority, public trust benefiting City of Glenpool
<b>Location of Project:</b>	W. 148 <sup>th</sup> & S. Broadway Ave., Glenpool
<b>Discipline:</b>	Civil Engineering
<b>Discipline Manager:</b>	Jerry Kelso
<b>Project Manager:</b>	Kyle Sewell
<b>Proposal Date:</b>	10/30/17
<b>Billing Type:</b>	Lump Sum
<b>Fee/Estimate:</b>	<b>\$45,500</b> (\$15,000 Study and Report, \$22,000 Construction Plans, \$8,500 Construction Administration)
<b>Description of the Construction Project Services:</b>	Sanitary Sewer Lift Station and Force Main capacity, condition, and retrofit study, design, and construction services.

The Services to be provided by the Engineer:

**Study and Report:**

- Study existing maps, plans, reports, pump literature, field conditions of lift station, receiving manholes, and force main.
- Determine existing flows for the sanitary sewer basin from pump run time data and sanitary sewer atlas maps and other data from City.
- Determine future flows using growth projections for the sanitary sewer basin, Comprehensive Plan, and known future expansions.
- Analyze capacity of existing lift station and force main to pump existing and future flows.
- Consider options for upgrades to wet well, pumps, controls, force main/gravity sewer to retrofit/upgrade lift station.
- Consider route options for proposed force main improvements.
- Write report of findings with cost estimates for improvements options.
- Meet with City Staff, attend City Council meeting to discuss report findings and recommendations.

**Construction Plans:**

- Work with City Staff and vendors to determine preferred pumps, SCADA, and other materials for retrofit/upgrade.
- Design Survey of Lift Station Site and proposed force main alignment.
- Design improvements according to selected option from Study and Report.
- Prepare Preliminary Plans (Title, Construction Notes, Site Plan, Lift Station Plans, Force Main Plan and Profiles)
- Prepare Final Plans (Title, Construction Notes, Site Plan, Lift Station Plans, Force Main Plan and Profiles, Details)

- Prepare Technical Specifications (Concrete, Earthwork, Pipes, Pumps, Controls, Appurtenances)
- Prepare DEQ Permits
- Meet with City Staff to discuss plan comments

**Construction Administration:**

- Respond to RFI's during construction
- 3 Site Visits by Engineer during construction
- Prepare any necessary easement or R/W dedication documents.
- Prepare all required bid documents.
- Issue and track all bid packages during bid period.
- Respond to RFI's during bid period.
- Conduct or attend Bid Meeting.
- Prepare final Bid Tabulation.
- Assist City to prepare standard construction agreement.
- Attend Pre-Construction meeting.
- Review and approve material/equipment submittals during construction.
- Approve construction contract change-order requests.
- Receive and approve contractor progress pay requests.
- Issue project substantial completion statement.
- Produce 'Record' construction drawings.
- Review and approve O&M project close-out materials.

**Items Provided by Owner:**

- Geotechnical Report (if required)
- Title Commitment
- Phase I Environmental Assessment (if required)
- Easement Procurement (if required)

**Additional Items that can be Provided by CTA under amendment or separate contract**

- FEMA Studies & Map Revision Applications (CLOMR/LOMR)
- Wetland Determinations
- Corps of Engineer Permitting
- Traffic Study
- Retaining Wall Design
- Landscaping Design
- Offsite Utility or Street Extensions

**This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for an additional fee in accordance with paragraph 3.01 of the Agreement.**



**Exhibit "B"**  
**Standard Hourly Rate Schedule**  
 Effective October 7, 2017

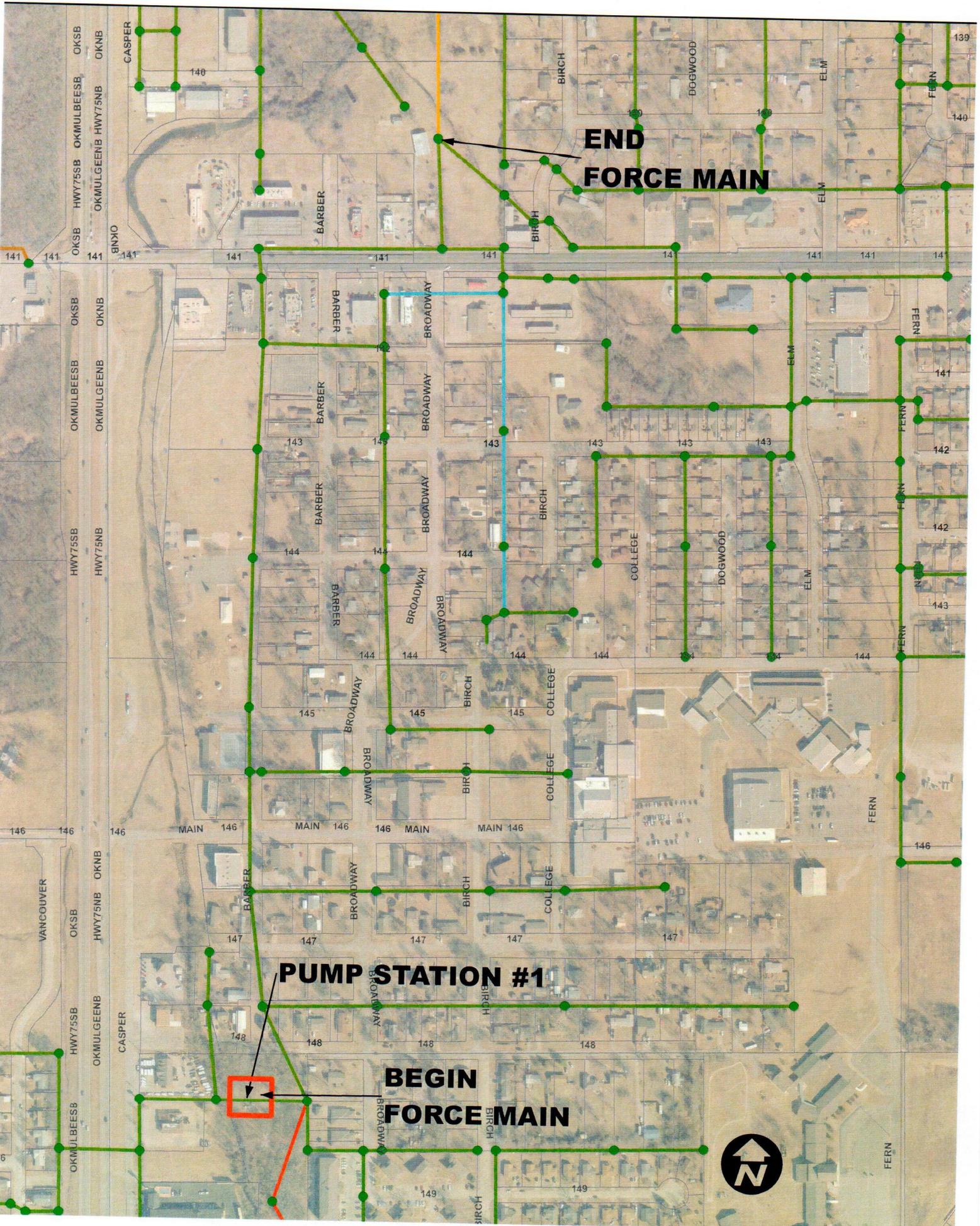
Category	Hourly Rate
<b>CIVIL ENGINEERING</b>	
ENGINEERING PRINCIPAL .....	\$ 175
SR. ENGINEERING MANAGER .....	\$ 155
ENGINEERING MANAGER .....	\$ 135
SR. PROJECT ENGINEER .....	\$ 115
PROJECT ENGINEER .....	\$ 105
ENGINEER INTERN II .....	\$ 90
ENGINEER INTERN I .....	\$ 80
SR. ENGINEERING DESIGNER .....	\$ 120
ENGINEERING DESIGNER III .....	\$ 95
ENGINEERING DESIGNER II .....	\$ 85
ENGINEERING DESIGNER I .....	\$ 75
ENGINEERING CAD TECHNICIAN III .....	\$ 70
ENGINEERING CAD TECHNICIAN II .....	\$ 55
ENGINEERING CAD TECHNICIAN I .....	\$ 45
<b>ADMINISTRATIVE</b>	
ADMINISTRATIVE PRINCIPAL .....	\$ 170
ADMINISTRATIVE MANAGER .....	\$ 120
ADMINISTRATIVE IV .....	\$ 80
ADMINISTRATIVE III .....	\$ 65
ADMINISTRATIVE II .....	\$ 45
ADMINISTRATIVE I .....	\$ 35
<b>LANDSCAPE ARCHITECTURE</b>	
SR. LANDSCAPE ARCHITECT .....	\$ 120
PROJECT LANDSCAPE ARCHITECT .....	\$ 90
LANDSCAPE ARCHITECTURE DESIGNER .....	\$ 80
LANDSCAPE ARCHITECT INTERN .....	\$ 55
<b>PLANNING</b>	
PLANNING MANAGER .....	\$ 140
SR. PLANNER .....	\$ 130
PLANNER II .....	\$ 90
PLANNER I .....	\$ 75

Category	Hourly Rate
<b>INSPECTION</b>	
SR. INSPECTOR .....	\$ 95
INSPECTOR II .....	\$ 85
INSPECTOR I .....	\$ 55
<b>SURVEYING</b>	
PROFESSIONAL SURVEYOR PRINCIPAL .....	\$ 170
SR. PROFESSIONAL SURVEYOR .....	\$ 125
PROFESSIONAL SURVEYOR .....	\$ 95
SURVEY COORDINATOR .....	\$ 85
SURVEYOR INTERN .....	\$ 75
SURVEY PARTY CHIEF .....	\$ 70
SURVEY TECHNICIAN III .....	\$ 55
SURVEY TECHNICIAN II .....	\$ 40
SURVEY TECHNICIAN I .....	\$ 30
<b>GEOGRAPHIC INFORMATION SYSTEMS</b>	
GIS MANAGER .....	\$ 95
GIS ANALYST .....	\$ 85
GIS TECHNICIAN II .....	\$ 55
GIS TECHNICIAN I .....	\$ 40
<b>REIMBURSABLE EXPENSES</b>	
GPS Equipment.....	\$35/Hour
Robotic Survey Equipment.....	\$20/Hour
LiDAR Scanning Equipment .....	\$35/Hour
Job Related Mileage.....	\$0.53/Mile
Per Diem for Out of Town Crews.....	Per GSA Allowable
Airfare and other travel related expenses.....	At Cost
Black and white 8.5"x11" Copies .....	\$0.15/sheet
Color 8.5"x11" Copies .....	\$1.50/sheet
Photo Paper Color Plan Sheet Copies .....	\$0.75/sq. ft.
Reproducible Plan Copies (Vellum) .....	\$1.50/sq. ft.
Reproducible Plan Copies (Bond) .....	\$0.35/sq. ft.
<b>All rates are subject to change without notice.</b>	





# ATTACHMENT "A"







## MEMORANDUM

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

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

**RE: ACCEPTANCE OF PUBLIC IMPROVEMENTS SERVING  
“JIFFY LUBE” PROJECT IN SOUTHWEST CROSSROADS ADDITION**

**DATE: NOVEMBER 14, 2017**

### **BACKGROUND**

This item is for Board of Trustee consideration and action regarding the request by Bret Barnhart Excavating Company to officially accept certain public storm sewer and waterline improvements that have been installed to serve the Jiffy Lube and carwash project in Southwest Crossroads Addition. The attached copy of ‘As-Built’ construction documents submitted with the request for acceptance illustrate these public improvements that have been installed, inspected, and tested per standard City of Glenpool policy. Also attached are the required one year Maintenance Bonds issued by the General Contractor that cover these improvements in amounts equal to the initial installation costs for each improvement.

### **Staff Recommendation:**

Staff has reviewed and approved the ‘As-Built’ construction plans, testing records, and supporting Maintenance Bonds for compliance with standard City requirements and utility acceptance criteria and is therefore requesting Board of Trustee approval and acceptance of the subject storm sewer and waterline improvements as submitted.

### **Attachments:**

- A. “As-Built Construction Documents
- B. Maintenance Bonds



October 19, 2017

To Whom It May Concern:

We are formally requesting the City of Glenpool to accept ownership of the 24" RCP Storm Sewer line installed at Jiffy Lube located at 12108 S Yukon Ave. If you have any further questions, please give me a call at 918-998-5223.

Attached here within the email are as-builts of the storm sewer, and bonds will be delivered on 10/19/2017.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chadwick Reinicke', is written over a horizontal line.

Chadwick Reinicke  
Project Manager

Granite Re, Inc.

Bond# GR39021

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned

Bret Barnhart Jr., LLC dba Bret Barnhart Excavating, as Principal and Granite Re, Inc., a corporation organized under the laws of the State of Oklahoma and duly authorized to do business in the State of Oklahoma, as Surety, are held and firmly bound unto:

City of Glenpool, in the penal sum of Thirteen thousand, five hundred dollars & no/100 (\$13,500.00) Dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this September 28, 2017

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above named Principal did on the 28th day of September, 2017 enter into a contract with the City of Glenpool for Auto Oil Change LC/Aaron Steel Buildings located at 12108 S. Yukon Ave., Glenpool, OK Water Main Extension

AND, WHEREAS, the specifications of said construction contract provide that upon final acceptance by Obligee said Principal shall furnish a maintenance bond for the sum amounting to \*\*\*\* one hundred \*\*\*\* percent (100%) of the contract price, and to remain in full force and effect for the period of one (1) year(s) from the date of acceptance, as therein stated in said specifications; the said work having been duly accepted by said obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall make good all defects appearing in the work performed by Principal due to faulty workmanship or materials which may develop during the period of one (1) year(s) from the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

Bret Barnhart Jr., LLC dba Bret Barnhart Excavating Principal

BY: [Signature]

Title Owner/manager

Granite Re, Inc. Surety

BY: [Signature]

Jamie Burris, Attorney-in-Fact

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

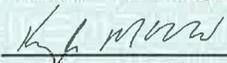
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS may lawfully do in the premises by virtue of these presents.

**In Witness Whereof**, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14<sup>th</sup> day of June, 2017.

STATE OF OKLAHOMA    )  
                                  )    SS:  
COUNTY OF OKLAHOMA )



  
\_\_\_\_\_  
Kenneth D. Whittington, President  
  
\_\_\_\_\_  
Kyle P. McDonald, Treasurer

On this 14<sup>th</sup> day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2021  
Commission #: 01013257



  
\_\_\_\_\_  
Kathleen E. Carlson  
Notary Public

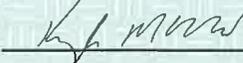
**GRANITE RE, INC.**  
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 28<sup>th</sup> day of September, 2017.



  
\_\_\_\_\_  
Kyle P. McDonald, Secretary/Treasurer



Granite Re, Inc.

Bond# GR39036

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned
Bret Barnhart Jr., LLC dba Bret Barnhart Excavating, as Principal and Granite Re, Inc.,
a corporation organized under the laws of the State of Oklahoma and duly authorized to do business in the
State of Oklahoma, as Surety, are held and firmly bound unto:

City of Glenpool, in the penal sum of
Fifty thousand, eight hundred nineteen dollars & no/100 \$50,819.00 Dollars, for the payment of which
well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors, and assigns.

Signed this October 18, 2017

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above named Principal
did on the 18th day of October, 2017 enter
into a contract with the City of Glenpool for
Auto Oil Change LC/Aaron Steel Buildings located at 12108 S. Yukon Ave., Glenpool, OK
Storm Sewer

AND, WHEREAS, the specifications of said construction contract provide that upon final acceptance by Obligee
said Principal shall furnish a maintenance bond for the sum amounting to \*\*\*\* one hundred \*\*\*\*
percent ( 100 %) of the contract price, and to remain in full force and effect for the period of
one ( 1 ) year(s) from the date of acceptance, as therein stated in said specifications; the
said work having been duly accepted by said obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall make good
all defects appearing in the work performed by Principal due to faulty workmanship or materials which may
develop during the period of one ( 1 ) year(s) from the date of completion and final
acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

Bret Barnhart Jr., LLC dba Bret Barnhart Excavating
Principal

BY: [Signature]

Title Owner / Manager

Granite Re, Inc.
Surety

BY: [Signature]

Jamie Burris, Attorney-in-Fact

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

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TRAVIS E. BROWN; CINDY M. REYNOLDS; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ROBBIE LOYD; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

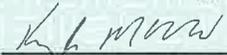
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In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14<sup>th</sup> day of June, 2017.

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



  
\_\_\_\_\_  
Kenneth D. Whittington, President

  
\_\_\_\_\_  
Kyle P. McDonald, Treasurer

On this 14<sup>th</sup> day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2021  
Commission #: 01013257



  
\_\_\_\_\_  
Notary Public

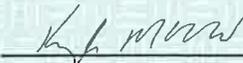
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IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 18<sup>th</sup> day of October, 2017.



  
\_\_\_\_\_  
Kyle P. McDonald, Secretary/Treasurer



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2017

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

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

<b>PRODUCER</b> <b>RICH &amp; CARTMILL, INC</b> 2738 East 51st #400 Tulsa, OK 74105 Vaughn P Graham Jr	<b>CONTACT NAME:</b> Mollie Young <b>PHONE (A/C, No., Ext):</b> 918-743-8811 <b>FAX (A/C, No):</b> 918-744-8429 <b>E-MAIL ADDRESS:</b> myoung@rcins.com														
<b>INSURED</b> <b>Bret Barnhart Jr LLC</b> <b>dba Bret Barnhart Excavating</b> 700 Commercial Ave Mounds, OK 74047	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Ohio Security Ins Co</td> <td>24082</td> </tr> <tr> <td>INSURER B : American Fire &amp; Casualty Co</td> <td>24066</td> </tr> <tr> <td>INSURER C : The Ohio Casualty Ins Co</td> <td>24074</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ohio Security Ins Co	24082	INSURER B : American Fire & Casualty Co	24066	INSURER C : The Ohio Casualty Ins Co	24074	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS55900778	01/04/2017	01/04/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAA55900778	01/04/2017	01/04/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO65900778	01/04/2017	01/04/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWS55900778	02/01/2017	02/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Leased or Rented Equipment</b>			BKS55900778	01/04/2017	01/04/2018	Limit 400,000 Per Item 25,000

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

Auto Oil Change LC / Aaron Steel Buildings located at 12108 S. Yukon Ave., Glenpool, OK

**CERTIFICATE HOLDER****CANCELLATION**

<p style="text-align: center;">CITY503</p> <p>City of Glenpool 12205 Yukon Ave Glenpool, OK 74033</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Vaughn P Graham</i></p>
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**GENERAL:**

CONDUCT SITE CLEARING OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS AND OTHER ADJACENT OCCUPIED OR USED FACILITIES, DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, OR OTHER OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM AUTHORITIES HAVING JURISDICTION. STREETS AND ROADWAYS SHALL BE THOROUGHLY CLEANED AND/OR SWEEPED ON A DAILY BASIS OR MORE FREQUENTLY AS REQUIRED BY THE GOVERNING AUTHORITY. RESTORE DAMAGED IMPROVEMENTS TO ORIGINAL CONDITION AS ACCEPTABLE TO PARTIES HAVING JURISDICTION.

THE CONTRACTOR SHALL PROVIDE DUST CONTROL MEASURES IN ACCORDANCE WITH LOCAL AUTHORITIES.

ALL STREET SURFACES, DRIVEWAYS, CULVERTS, ROADSIDE DRAINAGE DITCHES AND OTHER STRUCTURES THAT ARE DISTURBED OR DAMAGED IN ANY MANNER AS A RESULT OF CONSTRUCTION SHALL BE REPLACED IN ACCORDANCE WITH THE SPECIFICATIONS.

UNLESS SPECIFIED OTHERWISE, ALL MATERIAL AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE CITY OF GLENPOOL STANDARDS, OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY STANDARDS AND OKLAHOMA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND/OR THE APPROPRIATE LOCAL AUTHORITIES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS, PERMIT FEES, LICENSES, LICENSE FEES, AND TAP FEES, ETC.

ALL ELEVATIONS IN PAVED AREAS ARE TOP OF FINISHED PAVEMENT UNLESS OTHERWISE NOTED.

RELOCATION OF ANY UTILITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE PROVISIONS OF THE APPROPRIATE UTILITY COMPANY AND/OR REGULATORY AGENCY. CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL FROM ENGINEER BEFORE ANY UTILITY RELOCATION.

NO DIMENSION MAY BE SCALED. REFER UNCLER ITEMS TO THE ENGINEER FOR INTERPRETATION.

**OKIE:**

ALL CONTRACTORS SHALL NOTIFY UTILITY COMPANIES AND GOVERNMENT AGENCIES IN WRITING OF THE INTENT TO EXCAVATE NO LESS THAN 72 HOURS PRIOR TO SUCH EXCAVATION (EXCLUSIVE OF SATURDAYS, SUNDAYS AND HOLIDAYS) AND CALL "OKIE" AT 1-800-522-6543.

EXISTING UTILITY LOCATIONS SHOWN SHALL BE FIELD VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION. LOCATIONS OF UNDERGROUND UTILITIES ON THESE DRAWINGS ARE APPROXIMATE ONLY AND BASED ON ACTUAL FIELD LOCATIONS OF VISIBLE STRUCTURES AND PLAN COMPUTATIONS.

**SITE WORK AND GRADING:**

ALL FEATURES OF THIS PROJECT INCLUDING, BUT NOT LIMITED TO, SIDEWALKS AND CURB RAMPS SHALL COMPLY WITH THE AMERICAN DISABILITIES ACT (ADA) ACCESSIBILITY GUIDELINES, AND THE INTERIM FINAL RULES FOR PUBLIC RIGHT-OF-WAY, PUBLISHED IN THE FEDERAL REGISTER, SEPTEMBER 2010. WHERE SPATIAL LIMITATIONS OR EXISTING FEATURES WITHIN THE LIMITS OF THE PROJECT PREVENT FULL COMPLIANCE WITH THIS ACT, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER UPON DISCOVERY OF SUCH FEATURES. THE CONTRACTOR SHALL NOT PROCEED WITH ANY ASPECT OF THE WORK WHICH IS NOT IN FULL COMPLIANCE WITH THE ADA WITHOUT PRIOR, WRITTEN PERMISSION FROM THE ENGINEER. ANY WORK WHICH IS NOT PERFORMED WITHIN THE GUIDELINES OF THE ADA, FOR WHICH THE CONTRACTOR DOES NOT HAVE WRITTEN APPROVAL, SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.

CROSS SLOPES FOR SIDEWALKS SHALL NOT EXCEED 1:50  
RAMP SLOPES SHALL NOT EXCEED 1:12  
GRADES EXCEEDING 5% WILL BE TREATED AS A RAMP SLOPE

FINISHED SUBGRADE SURFACE SHALL NOT BE MORE THAN 0.1 FEET ABOVE OR BELOW ESTABLISHED FINISHED SUBGRADE ELEVATIONS AND ALL GROUND SURFACES SHALL VARY UNIFORMLY BETWEEN INDICATED ELEVATIONS. FINISHED DITCHES SHALL BE GRADED TO ALLOW FOR PROPER DRAINAGE WITHOUT PONDING AND IN A MANNER THAT WILL MINIMIZE EROSION.

**GEOTECHNICAL:**

SEE GEOTECHNICAL REPORTS PREPARED BY AIMRIGHT, DATED 02.23.2017

**SURVEY:**

EXISTING TOPOGRAPHY IS BASED ON AN ACTUAL FIELD SURVEY PERFORMED BY BENNETT SURVEYING, INC., DATED 12.12.2016

**EROSION CONTROL NOTES:**

ALL EROSION CONTROL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN AND CITY OF GLENPOOL STANDARDS AND SPECIFICATIONS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A STABILIZED CONSTRUCTION ENTRANCE, AND FOR CLEANING OF VEHICLE WHEELS IN ACCORDANCE WITH THE CITY OF GLENPOOL STANDARDS AND SPECIFICATIONS.

SILT FENCES: PLACEMENT OF SILT FENCES SHALL BE AS SHOWN ON THE DEMOLITION & EROSION CONTROL PLAN, FENCING WHICH BECOMES DAMAGED SHALL BE REPLACED PROMPTLY. DEPOSITS OF SILT WHICH BUILD UP BEHIND DIKES MAY BE DISKED INTO THE SITE BEFORE PLACEMENT OF TEMPORARY COVER. AFTER TEMPORARY COVER IS PLACED OR AFTER LANDSCAPING COMMENCES, SILT SHALL BE REMOVED AND DISPOSED OF IN A MANNER APPROVED BY THE ENGINEER.

**TEMPORARY EROSION CONTROL:**

ALL DISTURBED EARTH SURFACES WHICH ARE NOT PAVED OR BUILDING PADS SHALL BE LANDSCAPED OR REVEGETATED WITH A TEMPORARY COVER, DEPENDING ON THE PLANTING SEASON, AS OUTLINED BELOW.

PLANT TYPE	PER ACRE	PER 1000 SQ. FT.	PLANTING DATE	DEPTH OF SEEDING
ANNUAL RYEGRASS	40 LBS.	0.9 LBS.	09/05-11/30	¼ INCH
ELBON RYE	2 BU.	3.0 LBS.	08/15-11/30	2 INCH
WHEAT	2 BU.	3.0 LBS.	08/15-11/30	2 INCH
OATS	3 BU.	2.5 LBS.	08/15-11/30	2 INCH
SORGHUMS	60 LBS.	1.4 LBS.	03/01-09/15	2 INCH
SUDAN GRASS	60 LBS.	1.4 LBS.	04/01-09/15	2 INCH

PRIOR TO SEEDING, NEEDED EROSION CONTROL PRACTICES SHALL BE INSTALLED.

THE SUBGRADE SHALL BE LOOSENEED EVENLY TO A DEPTH OF 2 TO 3 INCHES AND 10-20-10 FERTILIZER (10 LBS. PER 1000 SQ. FT. OR 450 LBS. PER ACRE) SHALL BE MIXED WITH THE LOOSENEED SOIL BY DISKING OR OTHER SUITABLE MEANS.

SOIL SHALL BE TESTED AND LIME TREATED IF REQUIRED BY TESTING FIRM.

SEEDS MAY BE DRILLED OR BROADCAST UNIFORMLY.

SEEDING IMPLEMENTS SHOULD BE USED AT RIGHT ANGLES TO THE SLOPE TO MINIMIZE EROSION.

MULCH SHALL BE USED ON ALL SLOPES GREATER THAN 5 PERCENT OR AS NEEDED.

THE AREA SHALL BE WATERED DAILY OR AS OFTEN AS NECESSARY TO MAINTAIN ADEQUATE SOIL MOISTURE UNTIL THE PLANTS EXCEED 1 INCH IN HEIGHT.

**PERMANENT EROSION CONTROL PRACTICES:**

BERMUDA GRASS SOLID SLAB SOD SHALL BE USED ON THIS PROJECT IN ALL DISTURBED AREAS.

LAWN AREAS SHALL BE FERTILIZED ACCORDING TO TIME OF INSTALLATION

MAY 1 - AUGUST 31: APPLY 16-8-8 FERTILIZER AT A RATE OF SIX (6) POUNDS PER 1000 SQ FT TO LAWN AREAS

SEPTEMBER 1 - APRIL 30: APPLY 10-20-10 FERTILIZER AT A RATE OF TEN (10) POUNDS PER 1000 SQ FT TO LAWN AREAS

SOIL SHALL BE LOOSENEED EVENLY TO A DEPTH OF 2 TO 3 INCHES AND FERTILIZER SHALL BE MIXED WITH THE LOOSENEED SURFACE SOIL BY DISKING OR OTHER SUITABLE MEANS.

SOIL SHALL BE TESTED FOR PH AND SHALL BE TREATED WITH LIME AS REQUIRED.

THE AREA SHALL BE WATERED DAILY OR AS OFTEN AS NECESSARY TO MAINTAIN ADEQUATE SOIL MOISTURE UNTIL FINAL ACCEPTANCE OR ONE MONTH.

SODDED AREAS SHALL BE PREPARED AND PLACED IN ACCORDANCE WITH CITY OF GLENPOOL SPECIFICATIONS. STAKE SOD ON SLOPES GREATER THAN 4:1.

**AS-BUILTS:**

THE CONTRACTOR SHALL KEEP ON SITE A CURRENT SET OF THE APPROVED CONSTRUCTION WORKING DRAWINGS AT ALL TIMES. THE CONTRACTOR SHALL MARK (IN RED INK) ALL APPROVED CHANGES INCURRED FOLLOWING PUBLIC WORKS DEPARTMENT APPROVAL OF THE INITIAL DRAWINGS. THESE CHANGES MAY BE INITIATED FROM FIELD CONDITIONS OR CHANGES MADE BY THE DESIGN ENGINEER OR THE PUBLIC WORKS ENGINEER. EXCEPT FOR MINOR FIELD ADJUSTMENTS, ALL CHANGES SHALL BE REVIEWED AND AGREED TO BY THE DESIGN ENGINEER AND THE PUBLIC WORKS ENGINEER PRIOR TO FINAL APPROVAL OF THE PROJECT. THE CONTRACTOR SHALL SUBMIT THE WORKING DRAWINGS TO THE ENGINEER OF RECORD (DESIGN ENGINEER) AFTER FINAL INSPECTION OF PROJECT TO SERVE AS A BASIS FOR DEVELOPMENT OF FINAL AS-BUILT RECORD DRAWINGS.

RECORD DRAWINGS  
THE PREPARER OF THESE RECORD DRAWINGS HAS NOT INDEPENDENTLY VERIFIED THAT THE CONDITIONS HEREIN ACCURATELY MATCH THE ACTUAL INSTALLATION OR MATERIALS PROVIDED BY THE CONTRACTOR OR HIS SUBCONTRACTORS. USERS ARE ADVISED TO FIELD VERIFY ALL EXISTING CONDITIONS FOR THEIR PURPOSES.  
OCTOBER 31, 2017

**PERMIT SET FOR  
JIFFY LUBE  
&  
CAR WASH**

**LEGEND**

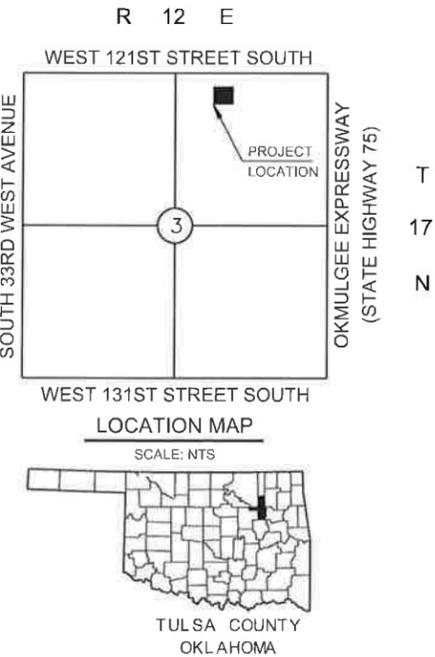
AI	AREA INLET	OHD	OVERHEAD DOOR
BC	BACK OF CURB	PAVT	PAVEMENT
CI	CAST IRON	PE	POLYETHYLENE
CLR	CLEAR	PVC	POLY VINYL CHLORIDE
CJ	CONSTRUCTION JOINT	R	RADIUS
DB	DRAINAGE BASIN	RD	ROOF DRAIN
DIP	DUCTILE IRON PIPE	R/W	RIGHT OF WAY
DGDI	DOUBLE GRATE CURB INLET	RCP	REINF CONCRETE PIPE
DO	DOOR OPENING	RJ	RESTRAINED JOINT
DS	DOWNSPOUT	SGDI	SINGLE GRATE CURB INLET
EJ	EXPANSION JOINT	SF	SQUARE FEET
EL	ELEVATION	SJ	SAW JOINT
FF	FINISH FLOOR	TC	TOP OF CURB
FG	FINISH GRADE	TG	TOP OF GRATE
FL	FLOWLINE	TJ	TOOLED JOINT
HB	HOSE BIB	TOF	TOP OF FOOTING
HDPE	HIGH DENSITY POLYETHYLENE	TP	TOP OF PAVEMENT
IJ	ISOLATION JOINT	TR	TOP OF RIM
IRR	IRRIGATION	TS	TOP OF SIDEWALK
IST	INLET SEDIMENT TRAP	TW	TOP OF WALL
LF	LINEAR FEET	UNO	UNLESS NOTED OTHERWISE
---	660 --- EXISTING MAJOR CONTOUR	BM	BENCH MARK
---	662 --- EXISTING MINOR CONTOUR	CO	CLEANOUT
---	660 --- NEW MAJOR CONTOUR	EP	DOWN GUY
---	662 --- NEW MINOR CONTOUR	EP	EMERGENCY PHONE
X	FENCE	FDC	FIBER OPTIC MANHOLE
T	TELEPHONE OVERHEAD	FDC	FIRE DEPT CONNECTION
—	POWER LINE OVERHEAD	FH	FIRE HYDRANT
G	GAS LINE	GM	GAS / OIL WELL
O	OIL LINE	GM	GAS METER
PUG	POWER UNDERGROUND	LP	LIGHT POLE
TUG	TELEPHONE UNDERGROUND	P	POWER MANHOLE
TVUG	TV UNDERGROUND	P	POWER POLE
W	WATER LINE	PB	PULL BOX
SS	SANITARY SEWER LINE	SM	SANITARY MANHOLE
---	FLOW LINE DITCH	SM	STEAM MANHOLE
SF	SILT FENCE	SM	STORM MANHOLE
S	STORM LINE	SM	TELEPHONE MANHOLE
		TPED	TELEPHONE PEDESTAL
		XFMR	TRANSFORMER PAD
		Q	VALVE
		WH	WATER HYDRANT
		WM	WATER METER
		W	WATER WELL
		LS	LIFT STATION MANHOLE

**LIST OF SHEETS:**

C100	GENERAL NOTES
C200	TOPOGRAPHIC SURVEY
C300	DEMOLITION & EROSION CONTROL PLAN
C400	SITE PLAN
C401	COORDINATE AND DIMENSION PLAN
C402	PLANNING SITE PLAN
C500	GRADING PLAN
C501	DRAINAGE MAP
G600	UTILITY PLAN
C700	STORM PLAN AND PROFILE
C701	WATER PLAN AND PROFILE
C800	DETAILS
C801	DETAILS
C802	DETAILS
C900	SPECIFICATION SHEET
C901	SPECIFICATION SHEET
C902	SPECIFICATION SHEET
C903	SPECIFICATION SHEET
C904	SPECIFICATION SHEET
C905	SPECIFICATION SHEET
C906	SPECIFICATION SHEET



**CAUTION**  
NOTICE TO CONTRACTOR  
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**ENGINEERING:**

CITY OF GLENPOOL - COMMUNITY DEVELOPMENT  
LYNN BURROW, PE, PLS, CFM - DIRECTOR AND CITY ENGINEER  
12205 SOUTH YUKON AVENUE  
GLENPOOL, OKLAHOMA 74333  
918.209.4613 OFFICE  
918.899.1293 CELL  
918.209.4611 FAX  
LBURROW@CITYOFGLENPOOL.COM

**BUILDING PERMITS:**

CITY OF GLENPOOL - COMMUNITY DEVELOPMENT  
RICK MALONE - PLANNING DIRECTOR  
12205 SOUTH YUKON AVENUE  
GLENPOOL, OKLAHOMA 74333  
918.209.4617 OFFICE  
918.406.2463 CELL  
918.209.4611 FAX  
RMALONE@CITYOFGLENPOOL.COM

**FIRE:**

CITY OF GLENPOOL - FIRE DEPARTMENT  
PAUL NEWTON - FIRE MARSHAL  
14536 SOUTH ELWOOD AVENUE  
GLENPOOL, OKLAHOMA 74033  
918.322.2172 OFFICE  
918.639.9711 CELL  
918.322.2216 FAX  
PNEWTON@CITYOFGLENPOOL.COM

**GAS:**

OKLAHOMA NATURAL GAS  
DONALD KAFER  
5848 EAST 15TH STREET  
TULSA, OKLAHOMA 74112  
918.831.8353 OFFICE  
DONALD.KAFER@ONEGAS.COM

**ELECTRIC:**

OKLAHOMA GAS & ELECTRIC  
EDDIE KLEPACKI - PROJECT MANAGER  
TIM DOBRINSKI - LEAD ENGINEERING TECHNICIAN  
SAPULPA DISTRICT  
PO BOX 1128  
SAPULPA, OKLAHOMA 74067  
918.228.6228 OFFICE (EDDIE)  
918.227.6203 OFFICE (TIM)  
KLEPACEA@OGE.COM  
DOBRINTD@OGE.COM

**TELEPHONE:**

AT&T  
KEVIN BENDER  
5305 EAST 71ST STREET  
TULSA, OKLAHOMA 74136  
918.696.0314 OFFICE  
918.629.9128 CELL  
KB7453@ATT.COM



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Tulsa, OK 74120  
Office: 918.794.6616  
Fax: 918.794.6602  
www.wdesignsite.com

**SEAL:**



**PROJECT:**

**JIFFY LUBE &  
CAR WASH**

**PROJECT #  
16158.01**

**GLENPOOL, OK  
74033**

**SOUTHWEST  
CROSSROADS  
ADDITION**



**REVISIONS:**

NO REVISIONS

**ISSUE DATE:**

6.7.2017

**SHEET NAME:**

GENERAL NOTES

**SHEET #:**

**C100**



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PROJECT

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**SOUTHWEST  
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ADDITION**

CONSULTANT

wallace



REVISIONS

ISSUE DATE:

6.7.2017

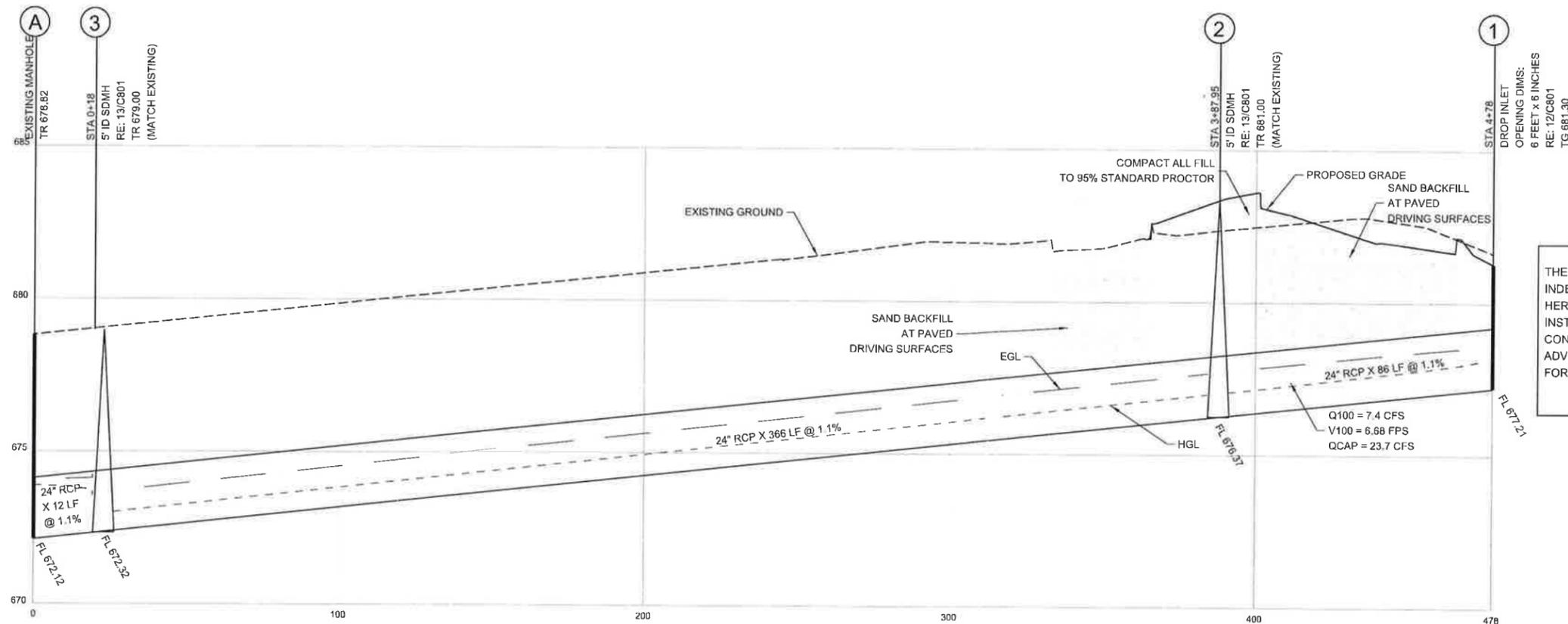
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STORM PLAN  
AND PROFILE

SHEET #:

**C700**

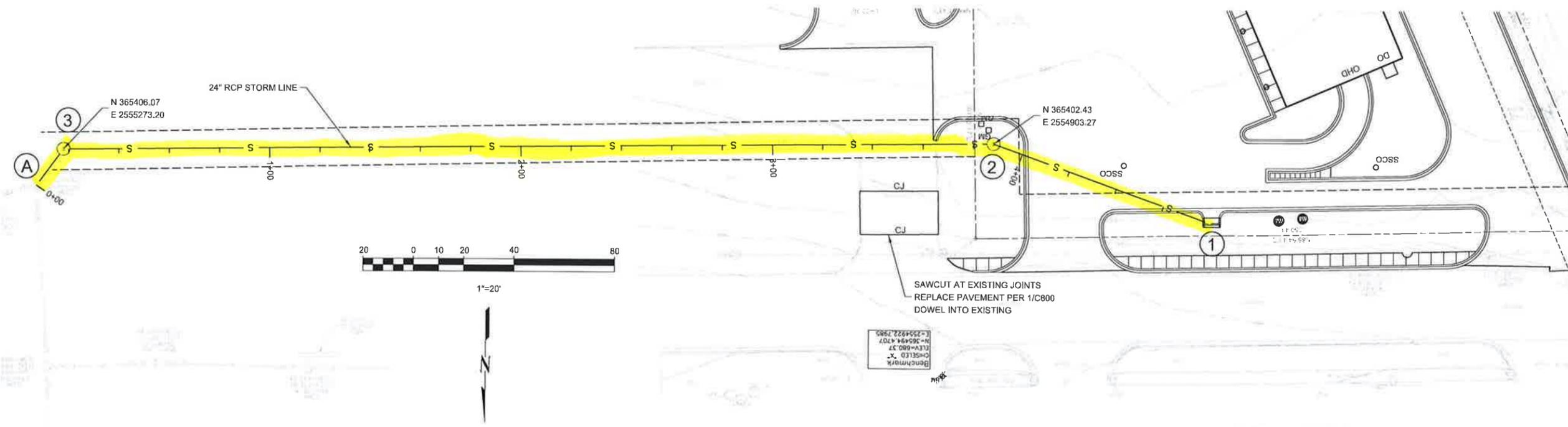
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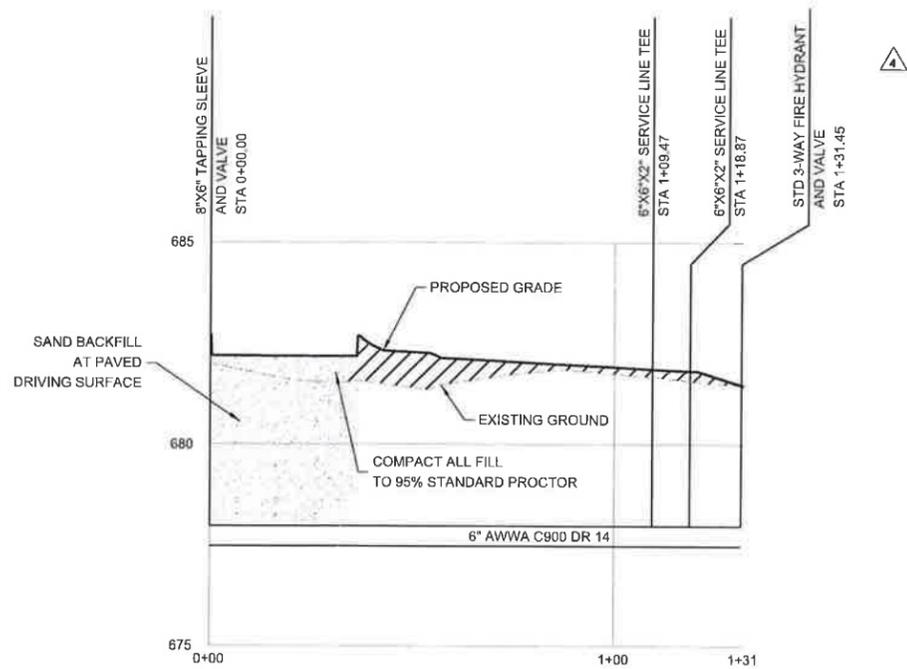
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OCTOBER 31, 2017

THIS ENTIRE SHEET HAS CHANGED

STORM SEWER PROFILE  
SCALE: HORIZ 1"=20', VERT 1"= 2'

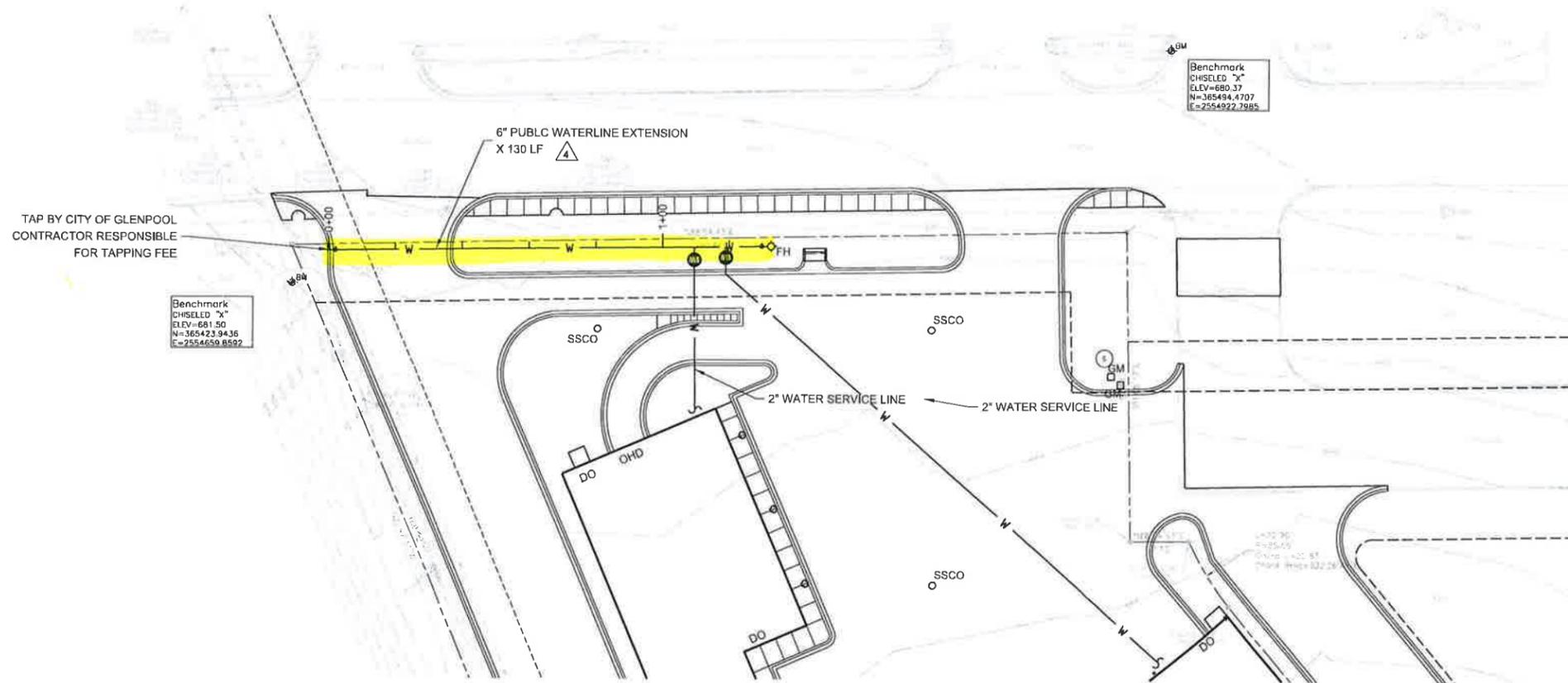


CAUTION  
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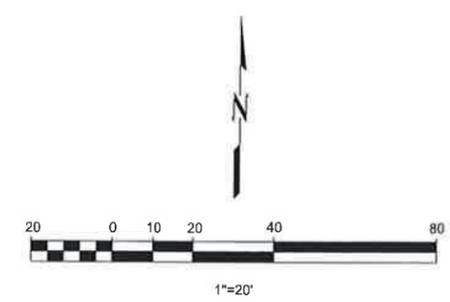


**WATER MAIN PROFILE**

SCALE: HORIZ 1"=20', VERT 1"=2'



RECORD DRAWINGS  
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 OCTOBER 31, 2017



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 www.wdesignsite.com



**PROJECT:**  
**JIFFY LUBE & CAR WASH**

**PROJECT #**  
**16158.01**

**GLENPOOL, OK**  
**74033**

**SOUTHWEST CROSSROADS ADDITION**

**CONSULTANT:**  
*wallace*  
 WALLACE ENGINEERING  
 STRUCTURAL CONSULTANTS INC  
 200 EAST MATTHEW BRADY STREET  
 TULSA, OK 74103  
 (918) 581-5858  
 OLA 100004, CV 1/160  
 EXP. DATE: 6/2018

**REVISIONS:**  
 NO. 1. DATE: 10/31/17

**ISSUE DATE**

6.7.2017

**SHEET NAME:**  
**WATER PLAN AND PROFILE**

**SHEET #:**

**C701**

\\cml-serv\w\proj\proj\1640162\_Car Wash\Drawn\C701.dwg  
 Model - Profiles

10/31/2017 8:53:06 AM

10/31/2017

DATE PLOTTED: 10/31/17 10:24 AM



**wdesign**  
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 Fax: 918.794.6602  
 www.wdesignsite.com



PROJECT:

**JIFFY LUBE & CAR WASH**

PROJECT #  
**16158.01**

**GLENPOOL, OK 74033**

**SOUTHWEST CROSSROADS ADDITION**

CONSULTANT:  
*wallace*  
 WALLACE ENGINEERING  
 STRUCTURAL CONSULTANTS, INC.  
 400 EAST NATHAN BRADY STREET  
 TULSA, OK 74103  
 (918) 582-0858

REVISIONS:

ISSUE DATE:

6.7.2017

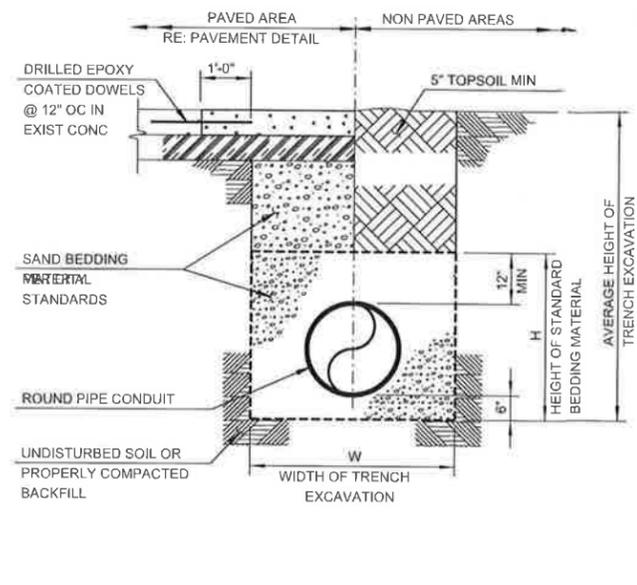
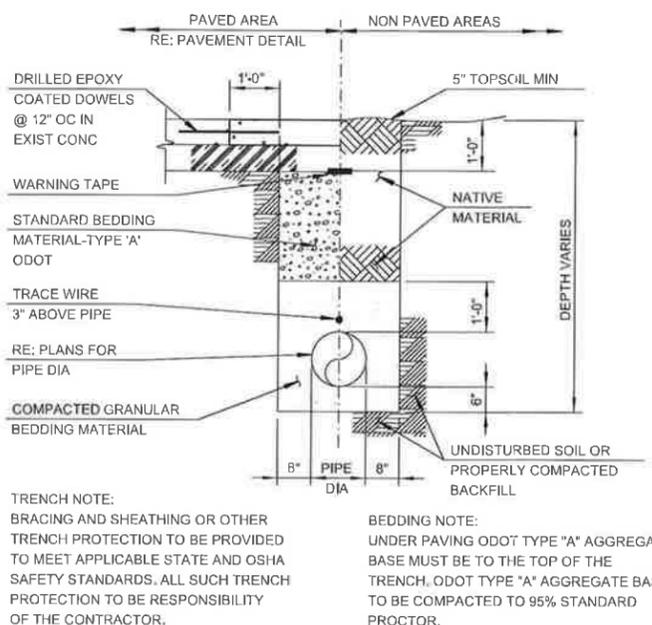
SHEET NAME:

DETAILS

SHEET #

**C801**

DATE PLOTTED BY: JLS

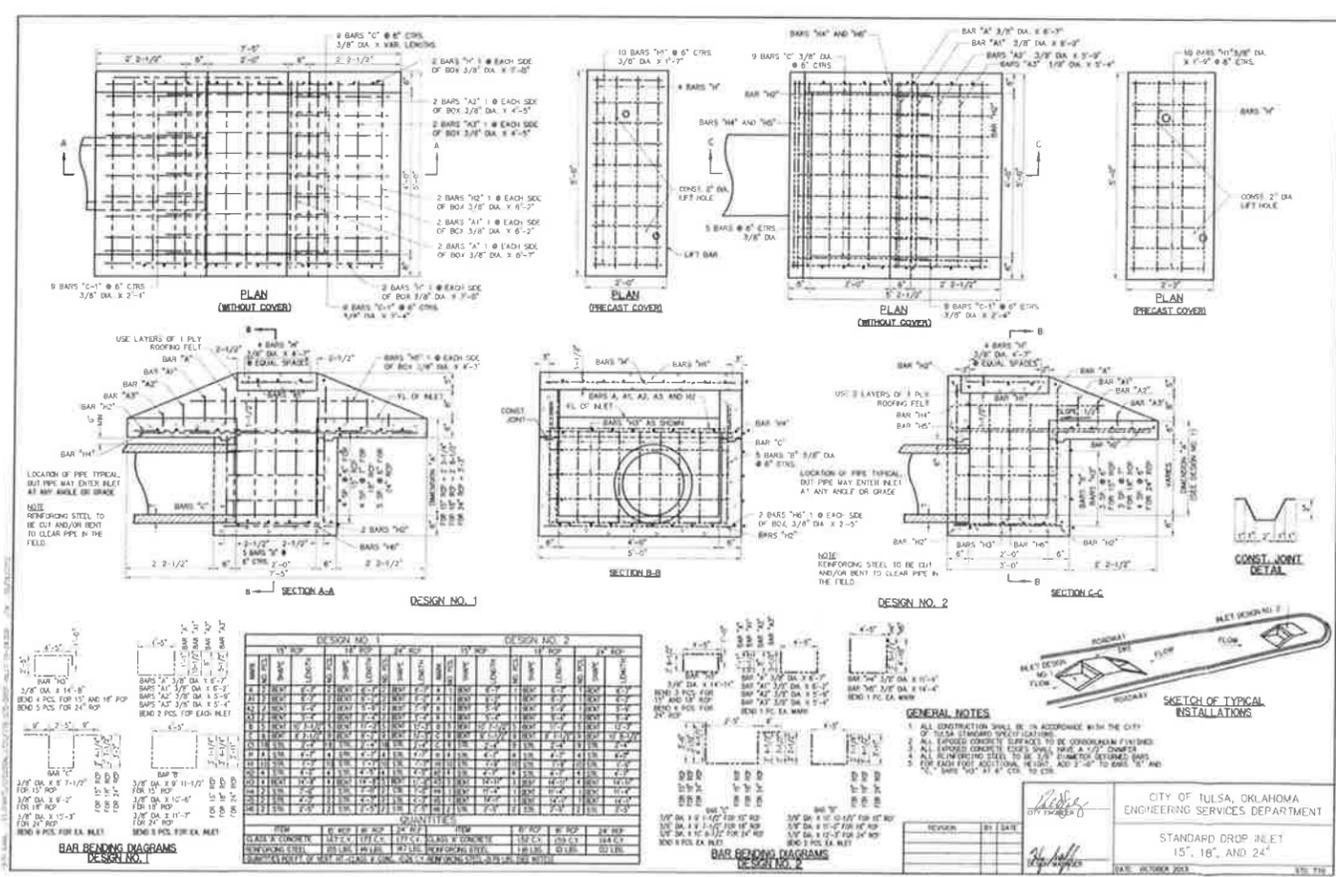
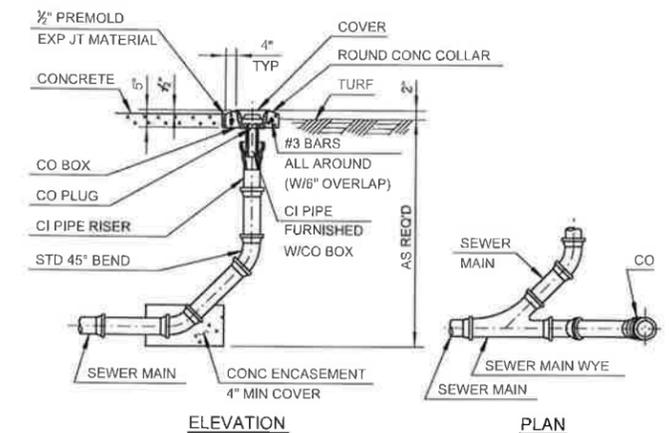


----- LIMITS OF STANDARD BEDDING MATERIAL QUANTITIES FOR BEDDING MATERIAL DO NOT INCLUDE THE SPACE WITHIN AND BOUNDED BY THE OUTER SURFACE OF THE PIPE CONDUIT.

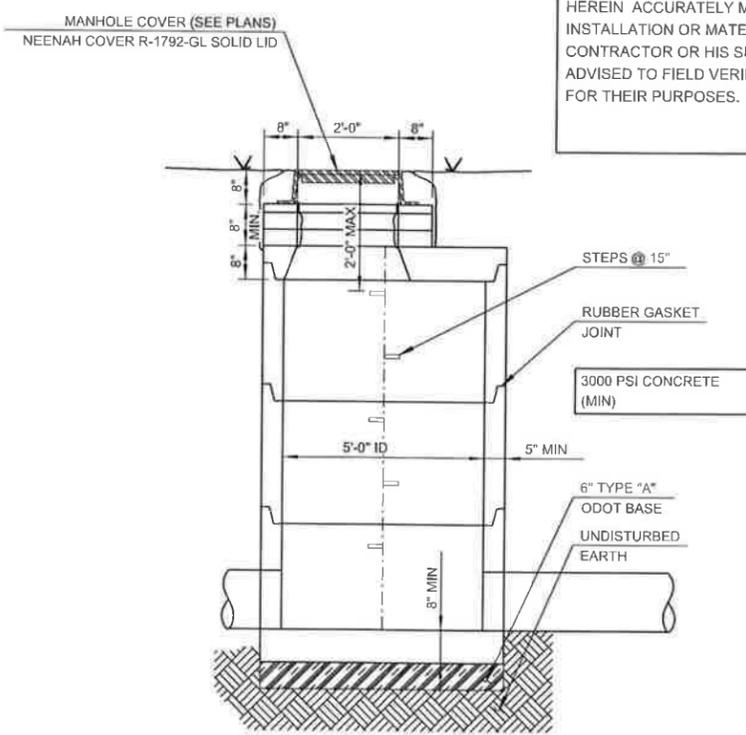
TRENCH NOTE:  
 BRACING AND SHEATHING OR OTHER TRENCH PROTECTION TO BE PROVIDED TO MEET APPLICABLE STATE AND OSHA SAFETY STANDARDS. ALL SUCH TRENCH PROTECTION TO BE RESPONSIBILITY OF THE CONTRACTOR.

BEDDING NOTE:  
 STANDARD BEDDING MATERIAL MUST BE ODOT TYPE "A" AGGREGATE BASE. UNDER PAVING ODOT TYPE "A" AGGREGATE BASE MUST BE TO THE TOP OF THE TRENCH. ODOT TYPE "A" AGGREGATE BASE TO BE COMPACTED TO 98% MODIFIED PROCTOR DENSITY.

PIPE SIZE, IN.	TRENCH WIDTH, FT.
ID < 24"	OD + 2'
24" > ID < 36"	OD + 2.5'
36" > ID < 60"	OD + 3.5'
ID > 60"	OD + 4'



NOTE: OPENING DIMENSIONS TO BE 6'-0" x 1'-0"



RECORD DRAWINGS  
 THE PREPARER OF THESE RECORD DRAWINGS HAS NOT INDEPENDENTLY VERIFIED THAT THE CONDITIONS HEREIN ACCURATELY MATCH THE ACTUAL INSTALLATION OR MATERIALS PROVIDED BY THE CONTRACTOR OR HIS SUBCONTRACTORS. USERS ARE ADVISED TO FIELD VERIFY ALL EXISTING CONDITIONS FOR THEIR PURPOSES.

OCTOBER 31, 2017



**CAUTION**  
 NOTICE TO CONTRACTOR  
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THE LOCATION AND ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES

I:\c\m\proj\1640162 Car Wash\Drawn\CD01\Details.dgn

8:55:29 AM

10/31/2017



Date: November 14, 2017

To: Honorable Mayor/Chairman and City Council/Trustees

From: Susan White, City Clerk

Re: 2018 Meeting Schedule

Background

Per Oklahoma Open Meetings Act O.S.25 § 311(A)(1), all public bodies shall give notice in writing by December 15 of each calendar year of the schedule of the regularly scheduled meetings for the following year.

Meeting schedules have been prepared separately for City Council meetings, each Trust Authority and GEMS. They are identical to 2017 in frequency and convening time for each public body.

Attached

- 2018 Meeting Calendar

**2017 CALENDAR YEAR  
SCHEDULE OF REGULAR MEETINGS  
GLENPOOL UTILITY SERVICE AUTHORITY  
GLENPOOL, OKLAHOMA**

<b>DATE</b>	<b>TIME</b>	<b>PLACE</b>
JANUARY 2, 2018 *	6:00 P.M.	GLENPOOL CITY HALL
FEBRUARY 5, 2018	6:00 P.M.	GLENPOOL CITY HALL
MARCH 5, 2018	6:00 P.M.	GLENPOOL CITY HALL
APRIL 2, 2018	6:00 P.M.	GLENPOOL CITY HALL
MAY 7, 2018	6:00 P.M.	GLENPOOL CITY HALL
JUNE 4, 2018	6:00 P.M.	GLENPOOL CITY HALL
JULY 2, 2018	6:00 P.M.	GLENPOOL CITY HALL
AUGUST 6, 2016	6:00 P.M.	GLENPOOL CITY HALL
SEPTEMBER 4, 2018 *	6:00 P.M.	GLENPOOL CITY HALL
OCTOBER 1, 2016	6:00 P.M.	GLENPOOL CITY HALL
NOVEMBER 13, 2018*	6:00 P.M.	GLENPOOL CITY HALL
DECEMBER 11, 2018*	6:00 P.M.	GLENPOOL CITY HALL

\* Denotes Tuesday Meeting

GLENPOOL CITY HALL, City Council Chambers, 12205 S Yukon Ave., Glenpool Oklahoma

**APPROVED BY:**  
TRUSTEES OF THE GLENPOOL UTILITY SERVICE AUTHORITY  
12205 S. YUKON  
GLENPOOL, OK 74033  
918-322-5409  
Filed in the office of the City Clerk on the 14<sup>th</sup> day of November 2017

Signed: \_\_\_\_\_

**NOTICE  
GLENPOOL INDUSTRIAL AUTHORITY  
MEETING**

A Regular Session of the Glenpool Industrial Authority will begin at 6:00 p.m. immediately following the Glenpool Utility Service Authority meeting, Tuesday, November 14, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon, 3<sup>rd</sup> Floor, Glenpool, Oklahoma.

**AGENDA**

- A) Call to Order.
- B) Roll call, declaration of quorum.
- C) Scheduled Business.
- 1) Discussion and possible action to approve minutes from October 2, and October 16, 2017 meetings.
  - 2) Discussion and possible action to adopt renewal of the Agreement of the City of Glenpool and the Glenpool Industrial Trust Authority with the Glenpool Chamber of Commerce for (i) the lease of space by the Chamber in the City Hall/Conference Center for a stated consideration; (ii) the rendering of enumerated services for the City and the Conference Center for a stated consideration; and (iii) support for the economic development goals of the annual Black Gold Days event in a stated amount, for FY 2017-2018, tabled from October 16, 2017 Special Meeting.  
(Timothy Fox, Chairman)
  - 3) Discussion and possible action to authorize the Chair of the Glenpool Industrial Authority to execute a certain Custodial Services Contract with Elite Cleaning Company of Tulsa for the cleaning of spaces designated, and for the consideration stated and other terms and conditions stated therein, to commence December 1, 2017, and terminate June 30, 2018, subject to renewal terms stated therein.  
(Lea Ann Reed, Conference Center Director)
  - 4) Discussion and possible action to adopt 2018 Meeting Calendar.  
(Susan White, Secretary)
- D) Adjournment.

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

Signed: \_\_\_\_\_  
City Clerk

**MINUTES**  
**GLENPOOL INDUSTRIAL AUTHORITY**  
**REGULAR MEETING**  
**October 2, 2017**

The Regular Meeting of the Glenpool Industrial Authority was held at Glenpool City Hall Council Chambers. Trustees present: Timothy Fox, Chairman; Momodou Ceesay, Vice-Chairman; Patricia Agee; Brandon Kearns; and Jacqueline Triplett-Lund.

Staff present: Lowell Peterson, Trust Attorney; Susan White, Trust Secretary and Julie Casteen, Trust Treasurer.

**A) Timothy Fox, Chairman called the meeting to order at 7:09 p.m.**

**B) Susan White, Secretary called the roll and Chairman Fox declared a quorum present.**

**C) Scheduled Business**

**1) Discussion and possible action to approve minutes from September 5, 2017 meeting.**

**MOTION:** Trustee Agee moved, second by Trustee Lund to approve minutes as presented.

**FOR:** Trustee Lund; Vice-Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns

**AGAINST:** None

**Motion carried.**

**2) Discussion and possible action to concur with action taken in the City Council meeting to approve a Public Improvements Reimbursement Agreement among the City of Glenpool, the Glenpool Industrial Authority, and Saint Francis Hospital South, LLC.**

**MOTION:** Trustee Agee moved, second by Vice Chairman Ceesay to concur with the City Council action concerning the Public Improvements Reimbursement Agreement.

**FOR:** Vice-Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns; Trustee Lund

**AGAINST:** None

**Motion carried.**

**3) Discussion and possible action to approve a proposal from Global Sign Solutions to purchase a L.E.D. backlit wall sign for the Glenpool Conference Center, at a cost not to exceed \$6,200.00.**

Lea Ann Reed, Conference Center director presented a proposal from Global Sign Solutions to replace the existing Conference Center signage mounted street side on the brick wall at the Conference Center water fall feature. The proposed sign features backlit lettering, brushed aluminum face with a beveled top.

**MOTION:** Trustee Kearns moved, second by Vice Chairman Ceesay to approve the proposal from Global Sign Solutions at a cost not to exceed \$6,200.00.

**FOR:** Chairman Fox; Trustee Agee; Trustee Kearns; Trustee Lund; Vice-Chairman Ceesay

**AGAINST:** None

**Motion carried.**

**D) Adjournment**

- There being no further business, Chairman Fox declared the meeting adjourned at 7:15 p.m.

\_\_\_\_\_

Date

\_\_\_\_\_

Chairman

ATTEST:

\_\_\_\_\_

Secretary

MINUTES  
GLENPOOL INDUSTRIAL AUTHORITY  
SPECIAL SESSION  
October 16, 2017

The Special Session of the Glenpool Industrial Authority was held at Glenpool City Hall Council Chambers. Trustees present: Timothy Fox, Chairman; Momodou Ceesay, Vice Chairman; Patricia Agee; Brandon Kearns; and Jacqueline Triplett-Lund.

Staff present: Lowell Peterson, Trust Attorney; and Susan White, Interim City Manager/Trust Secretary.

- A) **Timothy Fox, Chairman called the meeting to order at 8:19 p.m.**
- B) **Susan White, Secretary called the roll and Chairman Fox declared a quorum present.**
- C) **Scheduled Business**
  - 1) **Discussion and possible action to adopt renewal of the Agreement of the City of Glenpool and the Glenpool Industrial Trust Authority with the Glenpool Chamber of Commerce for (i) the lease of space by the Chamber in the City Hall/Conference Center for a stated consideration; (ii) the rendering of enumerated services for the City and the Conference Center for a stated consideration; and (iii) support for the economic development goals of the annual Black Gold Days event in a stated amount, for FY 2017-2018.**

**MOTION:** Trustee Kearns moved, second by Trustee Agee to table action.  
**FOR:** Trustee Lund; Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns  
**AGAINST:** None  
**Motion carried.**
- D) **Adjournment**
  - There being no further business, Chairman Fox declared the meeting adjourned at 8:20 p.m.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary



Glenpool Conference Center  
12205 S. Yukon Ave.  
PO Box 70  
Glenpool, OK 74033

**MEMORANDUM**

**TO:** HONORABLE CHAIRMAN AND TRUSTEES  
**FROM:** LEA ANN REED, CONFERENCE CENTER DIRECTOR  
**DATE:** NOVEMBER 14, 2017  
**SUBJECT:** NEW JANITORIAL COMPANY PROPOSAL

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**Background:**

Over the past 4 years, Westmark Facility Services has cleaned the Glenpool Conference Center, Utility Building, Police Department and Courtroom. The original owner sold the company last November and staff noticed a decline in service. After many conversations and emails with the project manager from Westmark about the poor service, performance did not change so we decided to hire a new janitorial company. The price quoted from Elite Cleaning is comparable to the monthly rate from Westmark so the budgeted amount for janitorial services in the FY 2017/2018 budget should not be affected.

**Staff Recommendation:**

Staff recommends approval of the attached agreement with Elite Cleaning in the amount of \$2,859.50 a month for the Glenpool Conference Center, \$390 for the Police Department and Courtroom and \$250 for the Utility Department.

**Attachment:**

Elite Cleaning Proposal  
Elite Cleaning Agreement



Lee Ann,

First I would like to thank you for the opportunity to provide you with a quote for Glenpool Conf Center, Glenpool Water Dept and Glenpool PD.

We at Elite believe that in order for our business to succeed we have to first and foremost exceed the expectations of our clients and success will soon follow. We are able to achieve this through our three key components. Our people, our process and our passion to provide the best cleaning service in the industry.

We understand that cleanliness is an extension of the overall image of our clients business and would love the opportunity to provide The City of Glenpool with the cleaning that you expect and deserve.

- All Elite employees have passed an extensive background check
- We are insured and bonded
- Elite carries workers compensation on all employees
- Locally owned and operated in Tulsa for over 15 years
- No contracts are necessary
- OSHA compliant
- Member of the Better Business Bureau
- Tulsa Chamber of Commerce member
- We offer carpet cleaning, spot cleaning, interior window cleaning

This is the quote for cleaning Glenpool Conf. Center for 35 hours per week  
\$2,859.50 (\$35 per hour over 35 hours)

This is the quote for cleaning the Glenpool Water Dept \$250 per month

This is the quote for cleaning the Glenpool PD \$390 per month

Christi Cooper  
918-557-9154  
christi@elitecleaningtulsa  
[www.elitecleaningtulsa.com](http://www.elitecleaningtulsa.com)

## CUSTODIAL SERVICES CONTRACT

By this Custodial Services Contract (“**Contract**”), Elite Cleaning of Tulsa, an Oklahoma company, (“**Contractor**”) hereby agrees with the Glenpool Industrial Authority, an Oklahoma public trust having the City of Glenpool (“**City**”) as its beneficiary, (“**Customer**”), as of the date this Contract is last executed by either party, to provide the necessary labor, material, supplies and equipment to perform the services identified and as provided herein (“**Services**”). Contractor and Customer acting jointly are the “**Parties**.”

CONTRACT WITH:	Glenpool Industrial Authority
SERVICES PROVIDED:	Professional Cleaning
SCOPE OF SERVICES:	General cleaning Services, to include vacuuming of carpets; mopping floors; dusting of furniture (provided that, Contractor will not be expected to remove papers or personal items from any desk or cabinet space); cleaning hard surfaces; removal of trash; restroom cleaning; and all reasonably related custodial duties, all in accordance with reasonable industry standards
LOCATIONS OF SERVICES:	First floor (only) of the Glenpool Conference Center, 12205 S. Yukon Avenue;  Both floors of Glenpool Police Department, 14600 S. Elwood Avenue, to include the Municipal Courtroom and all auxiliary rooms on second floor; and  Utility Billing Building, 14526 S. Elwood Avenue
PRICING AND PAYMENT TERMS:	Conference Center Services: \$2,859.50 per month Police Department: \$390.00 per month Utility Billing Building: @50.00 per month  Based on work schedule of 35 hours per week for all Services, plus \$35 per every hour in excess of 35, in accordance with days of week and time of day to be agreed upon separately by the Parties  Invoice submitted by 10 <sup>th</sup> of month following performance of Services will be paid no later than the 30 <sup>th</sup> of the same month  Prices will not change during the initial Term of the Contract defined below without notice and agreement by both Parties
INSURANCE:	Declaration Page attached for Commercial General Liability Insurance, naming Customer as additional insured  Certification attached verifying compliance with Workers’ Compensation Statutory Minimum Requirements, or exemption
INITIAL TERM:	Commencement Date: December 1, 2017  Termination Date: June 30, 2018, or upon conditions stated in this Contract

RENEWAL OPTION: The Parties agree that, unless expressly terminated by notice prior to June 30, 2018, in accordance with provisions stated in this Contract, the Parties may negotiate for a renewal term of July 1, 2018 – June 30, 2019, by no later than May 1, 2019

1. INDEPENDENT CONTRACTOR STATUS:

The Contractor is an independent contractor and not an agent or employee of the Customer or of the City of Glenpool. All persons performing Services on behalf of the Contractor shall be deemed either employees or subcontractors of the Contractor and shall in no case be employees or agents of the Customer or the City.

2. CONFIDENTIALITY:

Contractor accepts for itself and for any person performing Services under this Contract the duty to maintain confidentiality with respect to such business of the Customer as Contractor may have reason to learn solely during or because of the performance of the Services set forth in this Contract.

3. HOLIDAYS:

The following holidays shall be observed by the Customer and are therefore days on which the Contractor shall not be obligated to perform any Services pursuant to this Contract: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; and any other holiday observed by the Customer and noticed to Contractor.

4. TERMS OF PAYMENT:

The Customer agrees to pay Contractor the following rates which are fixed for the period of the Initial Term unless either party informs the other of its intent to terminate the Contract prior to expiration of the Initial Term as set forth in Section 6 below. The Contract will be subject to renewal upon expiration of the Initial Term in the discretion of both Parties, subject to renegotiation of the rates set forth herein, based upon changes in labor and/or material costs. Contractor will submit all invoices monthly within ten (10) days following the month Services are performed, for payment within twenty (20) days from the date of the invoice.

General Cleaning Services

General cleaning Services, to include vacuuming of carpets; mopping floors; dusting of furniture (provided that, Contractor will not be expected to remove papers or personal items from any desk or cabinet space); cleaning hard surfaces; removal of trash; restroom cleaning; and all reasonably related custodial duties, all in accordance with reasonable industry standards, at stated locations

Special Cleaning Services:

Any out-of-the-ordinary, unscheduled cleaning needs will be performed at a separately negotiated rate to be agreed upon in writing by the Parties.

Supplies and Equipment:

Customer shall provide, at its cost, all consumable products at no cost to Contractor (including, paper towels, toilet paper, hand soap, trash liners and similar standard consumable, replenished products).

General cleaning supplies required to perform the Services (including, chemicals, cleaning devices, brooms, mops, mop buckets and similar standard supplies or equipment utilized in the custodial industry) will be provided by Contractor at its cost.

5. CUSTOMER OBLIGATIONS:

Customer agrees to:

Provide suitable, and lockable where feasible, storage space for all equipment and supplies belonging to Contractor.

Advise City of Glenpool employees to secure all personal and/or confidential items and leave desks as clear of paper as possible.

Assign one employee as the individual responsible for communication between Customer and Contractor for each site where Services are to be performed, or a single employee acting in this capacity for all sites, in Customer's discretion. The identity of such employee(s) and contact information will be provided separately.

6. TERMINATION:

This Contract shall continue in effect for the duration of the Initial Term unless and until either party notifies the other in writing of its intent to terminate by giving the other party thirty (30) days' written notice, *provided that*, Customer reserves the right to terminate the Contract immediately and without notice in the event of serious misconduct by the Contractor. Serious misconduct may include deliberate damage to property; breach of confidentiality; or actions of a similar serious nature, as determined by the Customer acting in good faith.

7. ACCEPTANCE:

CUSTOMER: GLENPOOL INDUSTRIAL AUTHORITY

By \_\_\_\_\_ Date \_\_\_\_\_  
Timothy Lee Fox  
Chair, Board of Trustees

CONTRACTOR: ELITE CLEANING OF TULSA

By \_\_\_\_\_ Date \_\_\_\_\_  
[Name and Title]

ATTEST:

SEAL

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Susan White, City Clerk

APPROVED:

---

Lowell Peterson,  
City Attorney and Trust Authority Counsel



Date: November 14, 2017

To: Honorable Mayor/Chairman and City Council/Trustees

From: Susan White, City Clerk

Re: 2018 Meeting Schedule

Background

Per Oklahoma Open Meetings Act O.S.25 § 311(A)(1), all public bodies shall give notice in writing by December 15 of each calendar year of the schedule of the regularly scheduled meetings for the following year.

Meeting schedules have been prepared separately for City Council meetings, each Trust Authority and GEMS. They are identical to 2017 in frequency and convening time for each public body.

Attached

- 2018 Meeting Calendar

**2018 CALENDAR YEAR  
SCHEDULE OF REGULAR MEETINGS  
GLENPOOL INDUSTRIAL AUTHORITY  
GLENPOOL, OKLAHOMA**

<b>DATE</b>	<b>TIME</b>	<b>PLACE</b>
JANUARY 2, 2018 *	6:00 P.M.	GLENPOOL CITY HALL
FEBRUARY 5, 2018	6:00 P.M.	GLENPOOL CITY HALL
MARCH 5, 2018	6:00 P.M.	GLENPOOL CITY HALL
APRIL 2, 2018	6:00 P.M.	GLENPOOL CITY HALL
MAY 7, 2018	6:00 P.M.	GLENPOOL CITY HALL
JUNE 4, 2018	6:00 P.M.	GLENPOOL CITY HALL
JULY 2, 2018	6:00 P.M.	GLENPOOL CITY HALL
AUGUST 6, 2016	6:00 P.M.	GLENPOOL CITY HALL
SEPTEMBER 4, 2018 *	6:00 P.M.	GLENPOOL CITY HALL
OCTOBER 1, 2016	6:00 P.M.	GLENPOOL CITY HALL
NOVEMBER 13, 2018*	6:00 P.M.	GLENPOOL CITY HALL
DECEMBER 11, 2018*	6:00 P.M.	GLENPOOL CITY HALL

\* Denotes Tuesday Meeting

GLENPOOL CITY HALL, City Council Chambers, 12205 S Yukon Ave., Glenpool Oklahoma

**APPROVED BY:**

TRUSTEES FROM THE GLENPOOL INDUSTRIAL AUTHORITY

12205 S. YUKON

GLENPOOL, OK 74033

918-322-5409

Filed in the office of the City Clerk on the 14<sup>th</sup> day of November 2017

Signed: \_\_\_\_\_

**NOTICE  
GLENPOOL CEMETERY TRUST AUTHORITY  
MEETING**

A Regular Session of the Glenpool Cemetery Trust Authority will begin at 6:00 p.m. immediately following the Glenpool Industrial Authority meeting, Tuesday, November 14, 2017, at Glenpool City Hall, City Council Chambers, 3<sup>rd</sup> Floor, 12205 S. Yukon Ave., Glenpool, Oklahoma.

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

**AGENDA**

- A)** Call to Order
- B)** Roll call, declaration of quorum.
- C)** Scheduled Business
  - 1)** Discussion and possible action to approve minutes from November 15, 2016 and May 1, 2017 meetings.
  - 2)** Discussion and possible action to approve 2018 Meeting Calendar.  
(Susan White, Secretary)
- D)** Adjournment.

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma on \_\_\_\_\_, 2016, at \_\_\_\_:\_\_\_\_\_ am/pm.

Signed: \_\_\_\_\_  
City Clerk

**MINUTES  
GLENPOOL CEMETERY TRUST AUTHORITY  
November 15, 2016**

A Regular Session of the Glenpool Cemetery Trust Authority was held at 8:17 p.m., Council Chambers, Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma. Trustees present were: Jacqueline Triplett-Lund, Patricia Agee, Brandon Kearns, Momodou Ceesay, Vice Chairman and Tim Fox, Chairman.

Staff present: Roger Kolman, City Manager; Lowell Peterson, City Attorney; Susan White, Secretary and Julie Casteen, Treasurer.

- A) **Chairman Fox called the meeting to order at 8:17 p.m.**
- B) **Susan White, Secretary called the roll; Chairman Fox declared a quorum present.**
- C) **Scheduled Business:**
- 1) **Discussion and possible action to approve minutes from November 9, and December 14, 2015.**  
**MOTION:** Vice Chairman Ceesay moved, second by Trustee Agee to approve minutes as presented.  
**FOR:** Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns  
**AGAINST:** None  
**ABSTAIN:** Trustee Lund  
**Motion carried.**
- 2) **Discussion and possible action to approve 2017 Meeting Calendar.**  
**MOTION:** Trustee Kearns moved, second by Trustee Agee to amend 2017 Calendar to reflect a 6:00 p.m. meeting time, otherwise approve as presented.  
**FOR:** Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns; Trustee Lund  
**AGAINST:** None  
**Motion carried.**
- D) **Adjournment**
- There being no further business, Chairman Fox declared the meeting adjourned at 8:19 p.m.

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman

**MINUTES  
GLENPOOL CEMETERY TRUST AUTHORITY  
May 1, 2017**

A Special Session of the Glenpool Cemetery Trust Authority was held at 9:00 p.m., Council Chambers, Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma. Trustees present were: Jacqueline Triplett-Lund, Patricia Agee, Brandon Kearns, Momodou Ceesay, and Timothy Fox.

Staff present: Roger Kolman, City Manager; Lowell Peterson, City Attorney; Susan White, Secretary and Julie Casteen, Treasurer.

- A) **Chairman Fox called the meeting to order at 9:00 p.m.**
- B) **Susan White, Secretary called the roll; Chairman Fox declared a quorum present.**
- C) **Scheduled Business:**
  - 1) **Discussion and possible action to elect a Chairman.**  
**MOTION:** Trustee Kearns moved, second by Trustee Agee to elect Timothy Fox as Chairman.  
**FOR:** Trustee Lund; Trustee Ceesay; Trustee Fox; Trustee Agee; Trustee Kearns  
**AGAINST:** None  
**Motion carried.**
  - 2) **Discussion and possible action to elect a Vice Chairman.**  
**MOTION:** Trustee Kearns moved, second by Trustee Agee to elect Momodou Ceesay as Vice Chairman.  
**FOR:** Trustee Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns; Trustee Lund  
**AGAINST:** None  
**Motion carried.**
- D) **Adjournment**
  - There being no further business, Chairman Fox declared the meeting adjourned at 9:01 p.m.

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman



Date: November 14, 2017

To: Honorable Mayor/Chairman and City Council/Trustees

From: Susan White, City Clerk

Re: 2018 Meeting Schedule

Background

Per Oklahoma Open Meetings Act O.S.25 § 311(A)(1), all public bodies shall give notice in writing by December 15 of each calendar year of the schedule of the regularly scheduled meetings for the following year.

Meeting schedules have been prepared separately for City Council meetings, each Trust Authority and GEMS. They are identical to 2017 in frequency and convening time for each public body.

Attached

- 2018 Meeting Calendar

**2018 CALENDAR YEAR  
SCHEDULE OF REGULAR MEETINGS  
GLENPOOL CEMETERY TRUST AUTHORITY  
GLENPOOL, OKLAHOMA**

<b>DATE</b>	<b>TIME</b>	<b>PLACE</b>
NOVEMBER 13, 2018	6:00 P.M.	GLENPOOL CITY HALL

GLENPOOL CITY HALL, City Council Chambers, 12205 S Yukon Ave., Glenpool Oklahoma

**APPROVED BY:**  
TRUSTEES OF THE GLENPOOL CEMETERY TRUST AUTHORITY  
12205 S. YUKON  
GLENPOOL, OK 74033  
918-322-5409  
Filed in the office of the City Clerk on the 14<sup>th</sup> day of November 2017

Signed: \_\_\_\_\_

**NOTICE**  
**GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT**  
**REGULAR MEETING**

A Regular Session of the Glenpool Area Emergency Medical Service District will begin at 6:00 p.m. immediately following the Glenpool Cemetery Trust Authority meeting, Tuesday, November 14, 2017, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3<sup>rd</sup> Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration at that time:

**AGENDA**

- A)** Call to Order
- B)** Roll call, declaration of quorum
- C)** EMS Report - Brian Cook, Director of Operations, Mercy Regional EMS
- D)** District Administrator Report - Susan White, Adm., Sec.
- E)** Scheduled Business
  - 1)** Discussion and possible action to approve minutes from October 2, and October 16, 2017 meetings.
  - 2)** Discussion and possible action to approve purchase order(s) and receipts register totaling \$21,754.20.  
(Julie Casteen, Treasurer)
  - 3)** Discussion and possible action to approve 2018 Meeting Calendar.  
(Susan White, Secretary)
- F)** Adjournment.

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

Signed: \_\_\_\_\_  
District Administrator/Secretary

# Mercy Regional



Brian Cook  
Chief of Operations  
PO Box 2398  
Owasso, OK 74055  
Office: 918.609.5827  
Email: [bcook@mercy-regional.com](mailto:bcook@mercy-regional.com)

---

To: Honorable Chair and GEMS Board Members

From: Brian Cook, Chief of Operations

Date: November 8, 2017

Ref: EMS Report September 28, 2017 – November 7, 2017

During this period, we logged 154 calls for service, while maintaining a 96% response compliance.

- 94 patients were treated and transported to a hospital
- 29 patients were treated and refused transport
- 12 calls required mutual aid
- 9 calls were cancelled
- 6 calls were mutual aid given
- 2 calls were lift assists only
- 1 no patient found
- 1 no care required

The Glenpool Spooktacular Fest was amazing! Kudos to the event organizers and all of the participants.

We are participating in the Glenpool High School Senior Career Internship and will have our first intern on November 16<sup>th</sup>.

A handwritten signature in cursive script that reads 'Brian Cook'.

Brian Cook,  
Chief of Operations

CRUN	Call Date	Pick Up Location	Destination	Dispatched	En Route	On Scene	Transport	Arrived	Response Time	Unit
17-10938	9/28/2017 10:52	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/28/2017 10:53	9/28/2017 10:54	9/28/2017 10:57	9/28/2017 11:21	9/28/2017 11:21	00:05:04	MEDIC 401
17-10966	9/28/2017 22:19	EMERGENCY SCENE	ST. FRANCIS TULSA	9/28/2017 22:21	9/28/2017 22:21	9/28/2017 22:24	9/28/2017 22:42	9/28/2017 23:02	00:05:22	MEDIC 401
17-10967	9/28/2017 22:30	EMERGENCY SCENE	UNK	9/28/2017 22:32						
17-10975	9/29/2017 07:21	EMERGENCY SCENE	ST. FRANCIS TULSA	9/29/2017 07:21	9/29/2017 07:21	9/29/2017 07:26	9/29/2017 07:40	9/29/2017 07:53	00:05:10	MUTUAL AID RECEIVED
17-10991	9/29/2017 12:12	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/29/2017 12:12	9/29/2017 12:12	9/29/2017 12:19	9/29/2017 13:06	9/29/2017 13:06	00:07:27	MEDIC 401
17-11001	9/29/2017 15:05	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/29/2017 15:06	9/29/2017 15:07	9/29/2017 15:09	9/29/2017 15:52	9/29/2017 15:52	00:04:33	MEDIC 401
17-11007	9/29/2017 19:07	EMERGENCY SCENE	HILLCREST SOUTH	9/29/2017 19:08	9/29/2017 19:08	9/29/2017 19:14	9/29/2017 19:33	9/29/2017 19:50	00:07:40	MEDIC 401
17-11022	9/30/2017 02:49	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	9/30/2017 02:51	9/30/2017 02:52	9/30/2017 02:54	9/30/2017 03:07	9/30/2017 03:21	00:05:22	MEDIC 401
17-11024	9/30/2017 08:15	EMERGENCY SCENE	ST. FRANCIS SOUTH	9/30/2017 08:16	9/30/2017 08:17	9/30/2017 08:21	9/30/2017 08:44	9/30/2017 09:01	00:06:21	MEDIC 401
17-11031	9/30/2017 13:49	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	9/30/2017 13:50	9/30/2017 13:51	9/30/2017 13:53	9/30/2017 14:08	9/30/2017 14:08	00:03:57	MEDIC 401
17-11034	9/30/2017 15:56	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	9/30/2017 15:57	9/30/2017 15:57	9/30/2017 15:57	9/30/2017 16:36	9/30/2017 16:37	00:01:27	MEDIC 401
17-11038	9/30/2017 18:03	EMERGENCY SCENE	CANCELLED ENROUTE	9/30/2017 18:04	9/30/2017 18:04					
17-11039	9/30/2017 18:18	EMERGENCY SCENE	ST. FRANCIS TULSA	9/30/2017 18:19	9/30/2017 18:19	9/30/2017 18:26	9/30/2017 18:57	9/30/2017 19:16	00:07:47	MEDIC 401
17-11046	9/30/2017 22:01	EMERGENCY SCENE	ST. FRANCIS TULSA	9/30/2017 22:01	9/30/2017 22:01	9/30/2017 22:05	9/30/2017 22:28	9/30/2017 22:50	00:04:43	MEDIC 401
17-11051	10/1/2017 02:50	EMERGENCY SCENE	ST. FRANCIS TULSA	10/1/2017 02:51	10/1/2017 02:57	10/1/2017 02:58	10/1/2017 03:15	10/1/2017 03:29	00:07:38	MEDIC 401
17-11055	10/1/2017 06:21	EMERGENCY SCENE	OSU MEDICAL CENTER	10/1/2017 06:22	10/1/2017 06:24	10/1/2017 06:33	10/1/2017 06:40	10/1/2017 06:57	00:12:26	MUTUAL AID GIVEN
17-11064	10/1/2017 12:54	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/1/2017 12:59	10/1/2017 12:59	10/1/2017 12:59	10/1/2017 13:10	10/1/2017 13:10	00:05:16	MEDIC 401
17-11074	10/1/2017 17:24	EMERGENCY SCENE	ST. JOHN TULSA	10/1/2017 17:25	10/1/2017 17:26	10/1/2017 17:31	10/1/2017 17:56	10/1/2017 18:38	00:07:12	MEDIC 401
17-11110	10/2/2017 12:58	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	10/2/2017 12:59	10/2/2017 12:59	10/2/2017 13:01	10/2/2017 13:26	10/2/2017 13:53	00:02:48	MEDIC 401
17-11120	10/2/2017 16:29	EMERGENCY SCENE	ST. FRANCIS TULSA	10/2/2017 16:30	10/2/2017 16:30	10/2/2017 16:34	10/2/2017 16:50	10/2/2017 17:14	00:04:47	MEDIC 401
17-11121	10/2/2017 16:32	EMERGENCY SCENE	MUTUAL AID	10/2/2017 16:32						
17-11124	10/2/2017 16:46	EMERGENCY SCENE	MUTUAL AID	10/2/2017 16:47						MUTUAL AID RECEIVED
17-11132	10/3/2017 08:07	EMERGENCY SCENE	CANCELLED BY PD OR OTHER SERVICE	10/3/2017 08:08	10/3/2017 08:08	10/3/2017 08:13	10/3/2017 08:21	10/3/2017 08:21	00:05:52	MUTUAL AID RECEIVED
17-11162	10/3/2017 18:07	EMERGENCY SCENE	ST. FRANCIS TULSA	10/3/2017 18:08	10/3/2017 18:08	10/3/2017 18:13	10/3/2017 18:39	10/3/2017 19:05	00:06:18	MEDIC 401
17-11165	10/3/2017 19:46	EMERGENCY SCENE	ST. JOHN TULSA	10/3/2017 19:46	10/3/2017 19:48	10/3/2017 19:54	10/3/2017 20:15	10/3/2017 20:37	00:08:07	MEDIC 401
17-11172	10/4/2017 05:54	EMERGENCY SCENE	ST. FRANCIS TULSA	10/4/2017 05:55	10/4/2017 05:55	10/4/2017 06:11	10/4/2017 06:28	10/4/2017 06:47	00:17:35	MUTUAL AID GIVEN
17-11200	10/4/2017 15:36	EMERGENCY SCENE	OSU MEDICAL CENTER	10/4/2017 15:36	10/4/2017 15:38	10/4/2017 15:42	10/4/2017 16:05	10/4/2017 16:24	00:06:01	MEDIC 401
17-11218	10/4/2017 22:39	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	10/4/2017 22:41	10/4/2017 22:45	10/4/2017 22:45	10/4/2017 23:08	10/4/2017 23:28	00:05:13	MEDIC 401
17-11220	10/5/2017 00:36	EMERGENCY SCENE	ST. JOHN TULSA	10/5/2017 00:37	10/5/2017 00:37	10/5/2017 00:40	10/5/2017 01:01	10/5/2017 01:21	00:03:39	MEDIC 401
17-11224	10/5/2017 05:01	EMERGENCY SCENE	ST. FRANCIS TULSA	10/5/2017 05:03	10/5/2017 05:04	10/5/2017 05:08	10/5/2017 05:27	10/5/2017 05:44	00:06:38	MEDIC 401
17-11272	10/6/2017 01:46	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/6/2017 01:47	10/6/2017 01:48	10/6/2017 01:54	10/6/2017 02:21	10/6/2017 02:21	00:08:05	MEDIC 401
17-11305	10/6/2017 14:38	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/6/2017 14:39	10/6/2017 14:39	10/6/2017 14:43	10/6/2017 14:57	10/6/2017 14:57	00:05:27	MEDIC 401
17-11308	10/6/2017 15:14	EMERGENCY SCENE	ST. JOHN TULSA	10/6/2017 15:15	10/6/2017 15:15	10/6/2017 15:22	10/6/2017 15:52	10/6/2017 15:52	00:07:27	MEDIC 401
17-11317	10/6/2017 21:17	EMERGENCY SCENE	ST. FRANCIS SOUTH	10/6/2017 21:17	10/6/2017 21:17	10/6/2017 21:21	10/6/2017 21:36	10/6/2017 21:53	00:04:20	MEDIC 401
17-11318	10/6/2017 22:30	EMERGENCY SCENE	UNKNOWN	10/6/2017 22:34						
17-11335	10/7/2017 14:01	EMERGENCY SCENE	ST. FRANCIS TULSA	10/7/2017 14:03	10/7/2017 14:04	10/7/2017 14:10	10/7/2017 14:29	10/7/2017 14:47	00:09:37	MUTUAL AID RECEIVED
17-11336	10/7/2017 14:32	EMERGENCY SCENE	HILLCREST SOUTH	10/7/2017 14:32	10/7/2017 14:32	10/7/2017 14:43	10/7/2017 14:59	10/7/2017 15:16	00:11:40	MEDIC 102
17-11346	10/7/2017 23:21	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	10/7/2017 23:21	10/7/2017 23:24	10/7/2017 23:26	10/7/2017 23:43	10/8/2017 00:04	00:04:56	MEDIC 401
17-11366	10/8/2017 14:20	EMERGENCY SCENE	ST. FRANCIS TULSA	10/8/2017 14:20	10/8/2017 14:22	10/8/2017 14:28	10/8/2017 14:41	10/8/2017 15:10	00:08:00	MEDIC 401
17-11386	10/9/2017 07:33	EMERGENCY SCENE	CANCELLED BY PD OR OTHER SERVICE	10/9/2017 07:34	10/9/2017 07:36	10/9/2017 07:37	10/9/2017 07:38	10/9/2017 07:38	00:04:02	MEDIC 401
17-11400	10/9/2017 12:42	EMERGENCY SCENE	ST. FRANCIS TULSA	10/9/2017 12:42	10/9/2017 12:42	10/9/2017 12:47	10/9/2017 13:22	10/9/2017 13:52	00:05:01	MEDIC 401
17-11404	10/9/2017 13:19	EMERGENCY SCENE	UNK	10/9/2017 13:19						
17-11410	10/9/2017 14:24	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/9/2017 14:26	10/9/2017 14:26	10/9/2017 14:31	10/9/2017 14:59	10/9/2017 14:59	00:07:46	MEDIC 401
17-11419	10/9/2017 18:07	EMERGENCY SCENE	ST. FRANCIS SOUTH	10/9/2017 18:07	10/9/2017 18:08	10/9/2017 18:13	10/9/2017 18:32	10/9/2017 18:50	00:06:40	MEDIC 401
17-11427	10/10/2017 00:59	EMERGENCY SCENE	ST. FRANCIS SOUTH	10/10/2017 01:01	10/10/2017 01:02	10/10/2017 01:06	10/10/2017 01:24	10/10/2017 01:41	00:07:02	MEDIC 401
17-11444	10/10/2017 11:28	EMERGENCY SCENE	ST. JOHN TULSA	10/10/2017 11:28	10/10/2017 11:29	10/10/2017 11:30	10/10/2017 11:51	10/10/2017 12:10	00:02:38	MEDIC 401
17-11461	10/10/2017 18:37	EMERGENCY SCENE	ST. JOHN TULSA	10/10/2017 18:38	10/10/2017 18:39	10/10/2017 18:42	10/10/2017 19:15	10/10/2017 19:36	00:04:32	MEDIC 401
17-11476	10/11/2017 09:03	EMERGENCY SCENE	HILLCREST SOUTH	10/11/2017 09:03	10/11/2017 09:04	10/11/2017 09:08	10/11/2017 09:30	10/11/2017 09:48	00:05:00	MEDIC 401
17-11484	10/11/2017 09:03	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/11/2017 09:03	10/11/2017 09:04	10/11/2017 09:08	10/11/2017 09:30	10/11/2017 09:48	00:05:00	MEDIC 401
17-11485	10/11/2017 09:03	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/11/2017 09:03	10/11/2017 09:04	10/11/2017 09:08	10/11/2017 09:30	10/11/2017 09:48	00:05:00	MEDIC 401
17-11499	10/11/2017 15:38	EMERGENCY SCENE	ST. FRANCIS TULSA	10/11/2017 15:39	10/11/2017 15:40	10/11/2017 15:45	10/11/2017 15:57	10/11/2017 16:09	00:06:25	MEDIC 401
17-11509	10/11/2017 17:31	EMERGENCY SCENE	ST. JOHN TULSA	10/11/2017 17:32	10/11/2017 17:32	10/11/2017 17:36	10/11/2017 17:51	10/11/2017 18:14	00:04:39	MEDIC 401
17-11505	10/11/2017 18:52	EMERGENCY SCENE	ST. JOHN TULSA	10/11/2017 18:53	10/11/2017 18:53	10/11/2017 19:02	10/11/2017 19:26	10/11/2017 19:45	00:10:18	MUTUAL AID GIVEN
17-11513	10/11/2017 23:14	EMERGENCY SCENE	ST. JOHN SAPULPA	10/11/2017 23:14	10/11/2017 23:16	10/11/2017 23:19	10/11/2017 23:36	10/11/2017 23:50	00:04:30	MEDIC 401
17-11549	10/12/2017 15:27	EMERGENCY SCENE	ST. FRANCIS TULSA	10/12/2017 15:27	10/12/2017 15:29	10/12/2017 15:33	10/12/2017 15:49	10/12/2017 16:10	00:06:23	MEDIC 401
17-11550	10/12/2017 15:51	EMERGENCY SCENE	UNK	10/12/2017 15:52						
17-11575	10/13/2017 09:57	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/13/2017 09:57	10/13/2017 10:01	10/13/2017 10:02	10/13/2017 10:16	10/13/2017 10:16	00:05:17	MUTUAL AID RECEIVED
17-11576	10/13/2017 10:03	EMERGENCY SCENE	UNK	10/13/2017 10:15						
17-11597	10/13/2017 15:13	EMERGENCY SCENE	ST. JOHN TULSA	10/13/2017 15:14	10/13/2017 15:15	10/13/2017 15:18	10/13/2017 15:41	10/13/2017 16:20	00:05:05	MUTUAL AID RECEIVED
17-11599	10/13/2017 16:14	EMERGENCY SCENE	UNK	10/13/2017 17:13						
17-11600	10/13/2017 16:24	EMERGENCY SCENE	ST. FRANCIS TULSA	10/13/2017 16:24	10/13/2017 16:26	10/13/2017 16:36	10/13/2017 16:40	10/13/2017 16:55	00:07:26	MEDIC 401
17-11602	10/13/2017 16:50	EMERGENCY SCENE	UNK	10/13/2017 16:51						
17-11617	10/14/2017 03:53	EMERGENCY SCENE	ST. FRANCIS TULSA	10/14/2017 03:55	10/14/2017 03:59	10/14/2017 04:01	10/14/2017 04:20	10/14/2017 04:38	00:07:48	MUTUAL AID RECEIVED
17-11622	10/14/2017 13:13	EMERGENCY SCENE	ST. FRANCIS TULSA	10/14/2017 13:14	10/14/2017 13:16	10/14/2017 13:22	10/14/2017 13:31	10/14/2017 13:50	00:09:02	MEDIC 401
17-11635	10/14/2017 21:07	EMERGENCY SCENE	ST. JOHN TULSA	10/14/2017 21:11	10/14/2017 21:11	10/14/2017 21:12	10/14/2017 21:40	10/14/2017 21:57	00:05:01	MEDIC 401
17-11643	10/15/2017 04:58	EMERGENCY SCENE	ST. FRANCIS TULSA	10/15/2017 05:03	10/15/2017 05:05	10/15/2017 05:07	10/15/2017 05:26	10/15/2017 05:44	00:08:02	MEDIC 401
17-11650	10/15/2017 10:37	EMERGENCY SCENE	ST. FRANCIS TULSA	10/15/2017 10:38	10/15/2017 10:40	10/15/2017 10:41	10/15/2017 11:02	10/15/2017 11:13	00:03:59	MEDIC 401
17-11665	10/15/2017 18:52	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/15/2017 18:53	10/15/2017 18:56	10/15/2017 18:57	10/15/2017 19:31	10/15/2017 19:31	00:05:03	MEDIC 401
17-11668	10/15/2017 21:31	EMERGENCY SCENE	ST. FRANCIS TULSA	10/15/2017 21:31	10/15/2017 21:34	10/15/2017 21:37	10/15/2017 21:45	10/15/2017 22:06	00:06:28	MEDIC 401
17-11673	10/16/2017 04:59	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/16/2017 04:59	10/16/2017 05:06	10/16/2017 05:08	10/16/2017 05:28	10/16/2017 05:28	00:08:07	MEDIC 401
17-11712	10/16/2017 16:19	EMERGENCY SCENE	ST. FRANCIS TULSA	10/16/2017 16:19	10/16/2017 16:20	10/16				

17-11749	10/17/2017 11:44	EMERGENCY SCENE	ST. FRANCIS TULSA	10/17/2017 11:45	10/17/2017 11:45	10/17/2017 11:53	10/17/2017 12:18	10/17/2017 12:41	00:08:01	MEDIC 401
17-11755	10/17/2017 13:29	EMERGENCY SCENE	ST. FRANCIS TULSA	10/17/2017 13:29	10/17/2017 13:30	10/17/2017 13:30	10/17/2017 14:22	10/17/2017 14:22	00:01:38	MEDIC 401
17-11763	10/17/2017 17:24	EMERGENCY SCENE	CANCELLED ONSC	10/17/2017 17:24	10/17/2017 17:26	10/17/2017 17:28	10/17/2017 17:33	10/17/2017 17:33	00:04:12	MEDIC 401
17-11772	10/18/2017 05:38	EMERGENCY SCENE	ST. FRANCIS TULSA	10/18/2017 05:41	10/18/2017 05:41	10/18/2017 05:46	10/18/2017 06:25	10/18/2017 06:50	00:07:38	MEDIC 401
17-11800	10/18/2017 14:37	EMERGENCY SCENE	ST. JOHN SAPULPA	10/18/2017 14:37	10/18/2017 14:38	10/18/2017 14:43	10/18/2017 15:12	10/18/2017 15:29	00:06:18	MEDIC 401
17-11810	10/19/2017 03:24	EMERGENCY SCENE	ST. FRANCIS TULSA	10/19/2017 03:26	10/19/2017 03:27	10/19/2017 03:32	10/19/2017 03:58	10/19/2017 04:15	00:08:11	MEDIC 401
17-11825	10/19/2017 11:45	EMERGENCY SCENE	ST. FRANCIS TULSA	10/19/2017 11:47	10/19/2017 11:48	10/19/2017 11:48	10/19/2017 12:02	10/19/2017 12:27	00:02:52	MEDIC 401
17-11840	10/19/2017 14:30	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/19/2017 14:31	10/19/2017 14:32	10/19/2017 14:34	10/19/2017 14:50	10/19/2017 14:50	00:03:38	MEDIC 401
17-11842	10/19/2017 14:30	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/19/2017 14:31	10/19/2017 14:32	10/19/2017 14:34	10/19/2017 14:51	10/19/2017 14:51	00:03:38	MEDIC 401
17-11847	10/19/2017 16:45	EMERGENCY SCENE	ST. JOHN TULSA	10/19/2017 16:46	10/19/2017 16:47	10/19/2017 16:52	10/19/2017 17:05	10/19/2017 17:23	00:06:59	MEDIC 401
17-11852	10/19/2017 18:31	EMERGENCY SCENE	LIFT ASSIST	10/19/2017 18:32	10/19/2017 18:33	10/19/2017 18:37	10/19/2017 18:58	10/19/2017 18:58	00:05:10	MEDIC 401
17-11857	10/19/2017 19:44	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	10/19/2017 19:44	10/19/2017 19:47	10/19/2017 20:00	10/19/2017 20:14	10/19/2017 20:41	00:16:10	MUTUAL AID GIVEN
17-11867	10/20/2017 06:17	EMERGENCY SCENE	ST. JOHN SAPULPA	10/20/2017 06:17	10/20/2017 06:20	10/20/2017 06:24	10/20/2017 06:34	10/20/2017 06:43	00:07:34	MEDIC 401
17-11894	10/20/2017 14:13	EMERGENCY SCENE	HILLCREST SOUTH	10/20/2017 14:14	10/20/2017 14:15	10/20/2017 14:20	10/20/2017 14:53	10/20/2017 15:09	00:06:53	MEDIC 401
17-11896	10/20/2017 14:20	EMERGENCY SCENE	UNK	10/20/2017 14:21						MUTUAL AID RECEIVED
17-11899	10/20/2017 15:09	EMERGENCY SCENE	UNK	10/20/2017 15:18						MUTUAL AID RECEIVED
17-11910	10/20/2017 23:29	EMERGENCY SCENE	ST. FRANCIS TULSA	10/20/2017 23:29	10/20/2017 23:30	10/20/2017 23:34	10/20/2017 23:52	10/21/2017 00:04	00:04:33	MEDIC 401
17-11919	10/21/2017 09:08	EMERGENCY SCENE	ST. FRANCIS TULSA	10/21/2017 09:09	10/21/2017 09:10	10/21/2017 09:12	10/21/2017 09:19	10/21/2017 09:39	00:04:31	MEDIC 401
17-11920	10/21/2017 09:34	EMERGENCY SCENE	UNK	10/21/2017 09:36						MUTUAL AID RECEIVED
17-11928	10/21/2017 15:22	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/21/2017 15:23	10/21/2017 15:27	10/21/2017 15:28	10/21/2017 15:45	10/21/2017 15:45	00:06:16	MEDIC 401
17-11953	10/22/2017 12:36	EMERGENCY SCENE	ST. JOHN SAPULPA	10/22/2017 12:37	10/22/2017 12:38	10/22/2017 12:41	10/22/2017 12:53	10/22/2017 13:07	00:05:19	MEDIC 401
17-11957	10/22/2017 16:16	EMERGENCY SCENE	CANCELLED ONSC	10/22/2017 16:17	10/22/2017 16:19	10/22/2017 16:20	10/22/2017 16:23	10/23/2017 16:23	00:04:28	MEDIC 401
17-11977	10/23/2017 09:00	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/23/2017 09:00	10/23/2017 09:01	10/23/2017 09:08	10/23/2017 09:25	10/23/2017 09:25	00:08:25	MEDIC 401
17-11988	10/23/2017 12:02	EMERGENCY SCENE	ST. JOHN TULSA	10/23/2017 12:02	10/23/2017 12:07	10/23/2017 12:08	10/23/2017 12:35	10/23/2017 12:56	00:05:58	MEDIC 401
17-11989	10/23/2017 12:02	EMERGENCY SCENE	ST. JOHN TULSA	10/23/2017 12:02	10/23/2017 12:07	10/23/2017 12:09	10/23/2017 12:28	10/23/2017 12:51	00:07:14	MEDIC 110
17-11991	10/23/2017 12:02	EMERGENCY SCENE	CANCELLED BY PD OR OTHER SERVICE	10/23/2017 12:02						MUTUAL AID RECEIVED
17-11998	10/23/2017 12:02	EMERGENCY SCENE	ST. JOHN TULSA	10/23/2017 12:02	10/23/2017 12:07	10/23/2017 12:08	10/23/2017 12:35	10/23/2017 12:56	00:05:58	MEDIC 401
17-11999	10/23/2017 12:02	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/23/2017 12:02	10/23/2017 12:07	10/23/2017 12:08	10/23/2017 12:35	10/23/2017 12:56	00:05:58	MEDIC 401
17-12004	10/23/2017 14:50	EMERGENCY SCENE	ST. FRANCIS TULSA	10/23/2017 14:51	10/23/2017 14:54	10/23/2017 14:56	10/23/2017 15:20	10/23/2017 15:42	00:06:12	MEDIC 401
17-12012	10/23/2017 17:00	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/23/2017 17:00	10/23/2017 17:01	10/23/2017 17:06	10/23/2017 17:52	10/23/2017 17:52	00:07:02	MEDIC 401
17-12027	10/24/2017 06:29	EMERGENCY SCENE	ST. JOHN TULSA	10/24/2017 06:30	10/24/2017 06:31	10/24/2017 06:34	10/24/2017 07:04	10/24/2017 07:26	00:05:31	MEDIC 401
17-12032	10/24/2017 09:43	EMERGENCY SCENE	ST. FRANCIS TULSA	10/24/2017 09:44	10/24/2017 09:46	10/24/2017 09:46	10/24/2017 10:02	10/24/2017 10:24	00:03:34	MEDIC 401
17-12035	10/24/2017 09:43	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/24/2017 09:44	10/24/2017 09:49	10/24/2017 09:51	10/24/2017 10:08	10/24/2017 10:08	00:08:19	MEDIC 110
17-12056	10/24/2017 15:20	EMERGENCY SCENE	ST. FRANCIS TULSA	10/24/2017 15:22	10/24/2017 15:27	10/24/2017 15:27	10/24/2017 16:09	10/24/2017 16:09	00:06:04	MEDIC 401
17-12060	10/24/2017 15:36	EMERGENCY SCENE	UNK	10/24/2017 15:36						MUTUAL AID RECEIVED
17-12071	10/24/2017 20:42	EMERGENCY SCENE	ST. FRANCIS TULSA	10/24/2017 20:42	10/24/2017 20:43	10/24/2017 20:47	10/24/2017 21:12	10/24/2017 21:36	00:05:17	MEDIC 401
17-12111	10/25/2017 19:18	EMERGENCY SCENE	ST. FRANCIS TULSA	10/25/2017 19:19	10/25/2017 19:20	10/25/2017 19:26	10/25/2017 19:44	10/25/2017 20:04	00:08:13	MEDIC 401
17-12119	10/26/2017 02:35	EMERGENCY SCENE	ST. FRANCIS TULSA	10/26/2017 02:40	10/26/2017 02:42	10/26/2017 02:43	10/26/2017 02:53	10/26/2017 03:08	00:07:09	MEDIC 401
17-12146	10/26/2017 13:13	EMERGENCY SCENE	ST. FRANCIS TULSA	10/26/2017 13:14	10/26/2017 13:14	10/26/2017 13:17	10/26/2017 13:31	10/26/2017 13:47	00:04:34	MEDIC 401
17-12155	10/26/2017 15:39	EMERGENCY SCENE	CANCELLED BY PD OR OTHER SERVICE	10/26/2017 15:40	10/26/2017 15:42	10/26/2017 15:47	10/26/2017 15:49	10/26/2017 15:49	00:07:15	MEDIC 401
17-12173	10/27/2017 07:46	EMERGENCY SCENE	ST. FRANCIS SOUTH	10/27/2017 07:46	10/27/2017 07:48	10/27/2017 07:53	10/27/2017 08:30	10/27/2017 08:49	00:07:21	MEDIC 401
17-12183	10/27/2017 09:57	EMERGENCY SCENE	ST. FRANCIS SOUTH	10/27/2017 09:58	10/27/2017 09:59	10/27/2017 10:03	10/27/2017 10:15	10/27/2017 10:46	00:05:29	MEDIC 401
17-12194	10/27/2017 14:09	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	10/27/2017 14:11	10/27/2017 14:11	10/27/2017 14:16	10/27/2017 14:30	10/27/2017 14:51	00:07:08	MEDIC 401
17-12221	10/28/2017 12:19	EMERGENCY SCENE	ST. JOHN TULSA	10/28/2017 12:20	10/28/2017 12:20	10/28/2017 12:20	10/28/2017 12:34	10/28/2017 12:52	00:01:14	MEDIC 401
17-12226	10/28/2017 17:53	EMERGENCY SCENE	OSU MEDICAL CENTER	10/28/2017 17:54	10/28/2017 17:55	10/28/2017 17:56	10/28/2017 18:13	10/28/2017 18:35	00:02:28	MEDIC 401
17-12233	10/28/2017 23:27	EMERGENCY SCENE	CANCELLED BY PD OR OTHER SERVICE	10/28/2017 23:32	10/28/2017 23:34	10/28/2017 23:35	10/28/2017 23:44	10/28/2017 23:44	00:08:04	MEDIC 401
17-12236	10/29/2017 01:19	EMERGENCY SCENE	ST. FRANCIS TULSA	10/29/2017 01:22	10/29/2017 01:22	10/29/2017 01:25	10/29/2017 01:46	10/29/2017 02:06	00:06:28	MEDIC 401
17-12237	10/29/2017 02:44	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	10/29/2017 02:44	10/29/2017 02:46	10/29/2017 02:52	10/29/2017 03:22	10/29/2017 03:47	00:08:08	MEDIC 102
17-12240	10/29/2017 05:38	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	10/29/2017 05:39	10/29/2017 05:41	10/29/2017 05:45	10/29/2017 06:04	10/29/2017 06:26	00:07:10	MEDIC 401
17-12250	10/29/2017 18:49	EMERGENCY SCENE	ST. FRANCIS SOUTH	10/29/2017 18:51	10/29/2017 18:53	10/29/2017 18:55	10/29/2017 19:13	10/29/2017 19:31	00:05:45	MEDIC 401
17-12255	10/29/2017 20:24	EMERGENCY SCENE	ST. JOHN TULSA	10/29/2017 20:25	10/29/2017 20:27	10/29/2017 20:32	10/29/2017 21:08	10/29/2017 21:20	00:08:01	MEDIC 401
17-12258	10/29/2017 21:30	EMERGENCY SCENE	ST. JOHN TULSA	10/29/2017 21:32	10/29/2017 21:32	10/29/2017 21:43	10/29/2017 22:06	10/29/2017 22:28	00:10:53	MEDIC 102
17-12268	10/30/2017 08:00	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/30/2017 08:01	10/30/2017 08:01	10/30/2017 08:05	10/30/2017 08:46	10/30/2017 08:46	00:05:31	MEDIC 401
17-12283	10/30/2017 13:52	EMERGENCY SCENE	ST. FRANCIS TULSA	10/30/2017 13:55	10/30/2017 13:56	10/30/2017 13:58	10/30/2017 14:26	10/30/2017 14:55	00:06:24	MEDIC 401
17-12290	10/30/2017 15:57	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	10/30/2017 15:57	10/30/2017 15:57	10/30/2017 15:58	10/30/2017 16:24	10/30/2017 16:46	00:01:18	MEDIC 401
17-12301	10/30/2017 22:09	EMERGENCY SCENE	ST. FRANCIS TULSA	10/30/2017 22:10	10/30/2017 22:11	10/30/2017 22:13	10/30/2017 22:40	10/30/2017 23:01	00:03:48	MEDIC 401
17-12303	10/30/2017 23:23	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	10/30/2017 23:24	10/30/2017 23:24	10/30/2017 23:33	10/31/2017 00:27	10/31/2017 00:27	00:09:52	MEDIC 401
17-12306	10/31/2017 03:24	EMERGENCY SCENE	ST. FRANCIS TULSA	10/31/2017 03:28	10/31/2017 03:28	10/31/2017 03:32	10/31/2017 04:11	10/31/2017 04:31	00:07:31	MEDIC 401
17-12309	10/31/2017 08:38	EMERGENCY SCENE	LIFT ASSIST	10/31/2017 08:39	10/31/2017 08:40	10/31/2017 08:42	10/31/2017 09:03	10/31/2017 09:03	00:04:19	MEDIC 401
17-12332	10/31/2017 15:55	EMERGENCY SCENE	ST. FRANCIS TULSA	10/31/2017 15:56	10/31/2017 15:56	10/31/2017 15:59	10/31/2017 16:24	10/31/2017 16:50	00:04:23	MEDIC 401
17-12339	10/31/2017 20:37	EMERGENCY SCENE	ST. JOHN TULSA	10/31/2017 20:40	10/31/2017 20:40	10/31/2017 20:45	10/31/2017 21:02	10/31/2017 21:25	00:07:41	MEDIC 401
17-12342	10/31/2017 22:57	EMERGENCY SCENE	ST. FRANCIS TULSA	10/31/2017 22:58	10/31/2017 23:00	10/31/2017 23:19	10/31/2017 23:54	11/1/2017 00:30	00:21:52	MUTUAL AID GIVEN
17-12348	11/1/2017 06:50	EMERGENCY SCENE	NO PATIENT FOUND	11/1/2017 06:50	11/1/2017 06:53	11/1/2017 07:00	11/1/2017 07:19	11/1/2017 07:19	00:09:30	MEDIC 401
17-12371	11/1/2017 14:11	EMERGENCY SCENE	HILLCREST SOUTH	11/1/2017 14:13	11/1/2017 14:13	11/1/2017 14:15	11/1/2017 14:41	11/1/2017 14:55	00:03:38	MEDIC 401
17-12372	11/1/2017 14:22	EMERGENCY SCENE	MUTUAL AID	11/1/2017 14:22						MUTUAL AID RECEIVED
17-12403	11/2/2017 07:35	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	11/2/2017 07:37	11/2/2017 07:40	11/2/2017 07:43	11/2/2017 08:49	11/2/2017 08:49	00:07:34	MEDIC 401
17-12406	11/2/2017 09:18	EMERGENCY SCENE	ST. FRANCIS TULSA	11/2/2017 09:18	11/2/2017 09:20	11/2/2017 09:23	11/2/2017 09:50	11/2/2017 10:12	00:05:36	MEDIC 401
17-12414	11/2/2017 12:59	EMERGENCY SCENE	ST. JOHN TULSA	11/2/2017 13:00	11/2/2017 13:01	11/2/2017 13:06	11/2/2017 13:46	11/2/2017 13:46	00:06:56	MEDIC 401
17-12417										

17-12490	11/4/2017 12:23	EMERGENCY SCENE	HILLCREST MEDICAL CENTER	11/4/2017 12:23	11/4/2017 12:25	11/4/2017 12:27	11/4/2017 12:47	11/4/2017 13:09	00:04:16	MEDIC 401
17-12505	11/4/2017 21:16	EMERGENCY SCENE	HILLCREST SOUTH	11/4/2017 21:16	11/4/2017 21:18	11/4/2017 21:23	11/4/2017 21:51	11/4/2017 22:06	00:06:51	MEDIC 401
17-12548	11/6/2017 10:29	EMERGENCY SCENE	HILLCREST SOUTH	11/6/2017 10:30	11/6/2017 10:30	11/6/2017 10:36	11/6/2017 11:12	11/6/2017 11:20	00:06:29	MEDIC 401
17-12553	11/6/2017 10:59	EMERGENCY SCENE	ST. JOHN TULSA	11/6/2017 11:00	11/6/2017 11:01	11/6/2017 11:12	11/6/2017 11:26	11/6/2017 11:55	00:12:36	MEDIC 110
17-12560	11/6/2017 12:40	EMERGENCY SCENE	ST. FRANCIS TULSA	11/6/2017 12:42	11/6/2017 12:42	11/6/2017 12:46	11/6/2017 13:19	11/6/2017 13:37	00:05:51	MEDIC 401
17-12578	11/6/2017 17:09	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	11/6/2017 17:10	11/6/2017 17:11	11/6/2017 17:15	11/6/2017 17:30	11/6/2017 17:30	00:05:39	MEDIC 401
17-12586	11/6/2017 18:38	EMERGENCY SCENE	HILLCREST SOUTH	11/6/2017 18:39	11/6/2017 18:41	11/6/2017 18:44	11/6/2017 18:58	11/6/2017 19:16	00:05:08	MEDIC 401
17-12631	11/7/2017 17:25	EMERGENCY SCENE	CANCELLED BY PD OR OTHER SERVICE	11/7/2017 17:26	11/7/2017 17:29	11/7/2017 17:34	11/7/2017 17:44	11/7/2017 17:44	00:09:30	MEDIC 401
17-12634	11/7/2017 18:02	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	11/7/2017 18:03	11/7/2017 18:03	11/7/2017 18:05			00:02:56	MEDIC 401
17-12639	11/7/2017 23:17	EMERGENCY SCENE	SIGNED PATIENT REFUSAL	11/7/2017 23:17	11/7/2017 23:19	11/7/2017 23:23	11/7/2017 23:49	11/7/2017 23:49	00:06:28	MEDIC 401

100 E 201st Stree South



# GEMS

**Glenpool Area Medical Service District**  
Glenpool, Oklahoma

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To: HONORABLE CHAIRMAN AND TRUSTEES  
From: Susan White, District Administrator/Secretary  
Date: November 14, 2017  
Subject: District Administrator Report

## **FY 2016 Audit**

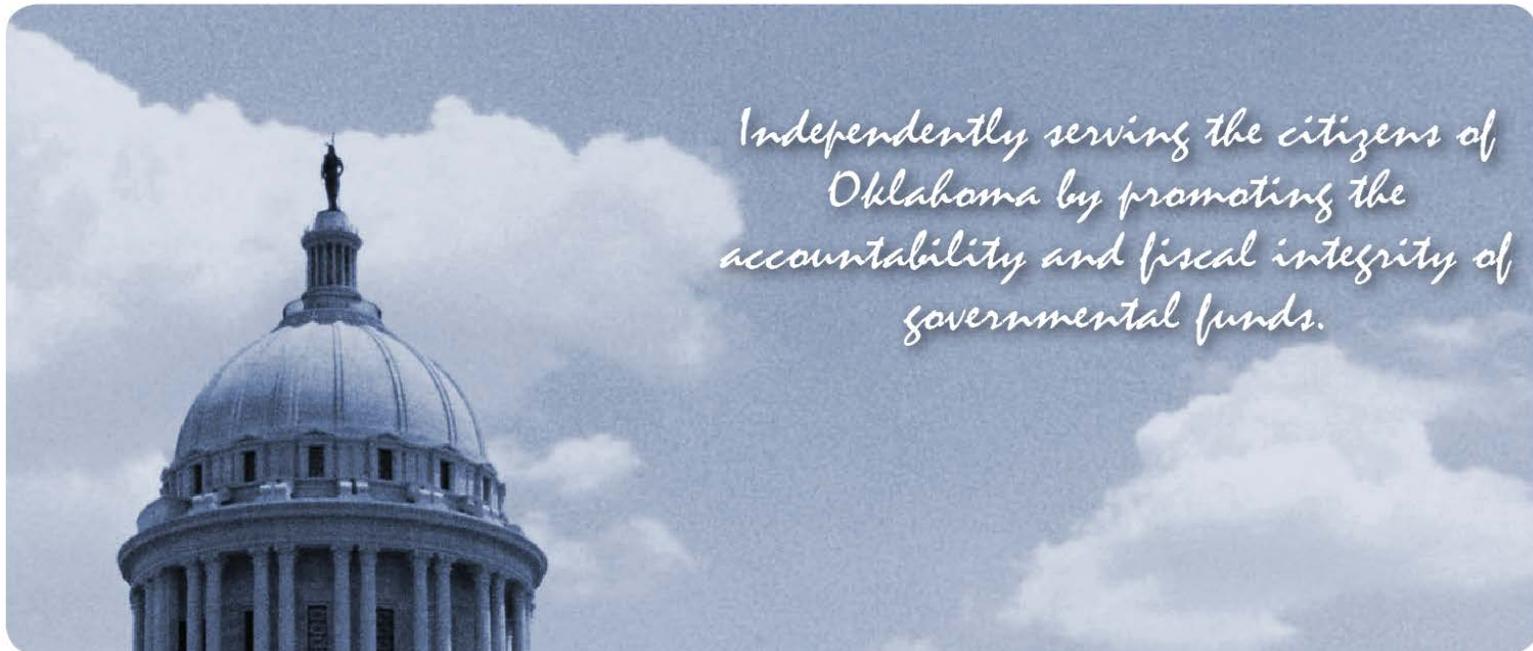
During the October Administrator's Report I advised the Board that the Audit Report had not yet been published. The next morning I received an email from Sherri Wooldridge, Audit Mgr., OSAI that the report was available on the Oklahoma State Auditor and Inspector's website. Upon receiving the notice from Ms. Wooldridge I sent a link to the GEMS Board. The findings included in the report were presented by Julie Casteen, Treasurer at the August 2017 Board of Trustees meeting.

In an effort to maintain transparency and offer convenience to the public and the Board, I have attached the full report.

STATUTORY REPORT

# GLENPOOL EMERGENCY MEDICAL SERVICE DISTRICT

For the year ended June 30, 2016



*Independently serving the citizens of  
Oklahoma by promoting the  
accountability and fiscal integrity of  
governmental funds.*



Oklahoma State  
Auditor & Inspector  
Gary A. Jones, CPA, CFE

**GLENPOOL EMERGENCY MEDICAL SERVICE DISTRICT  
STATUTORY REPORT  
FOR THE YEAR ENDED JUNE 30, 2016**

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This publication, issued by the Oklahoma State Auditor and Inspector's Office as authorized by 19 O.S. § 1706.1, has not been printed, but is available on the agency's website ([www.sai.ok.gov](http://www.sai.ok.gov)) and in the Oklahoma Department of Libraries Publications Clearinghouse Digital Prairie Collection (<http://digitalprairie.ok.gov/cdm/search/collection/audits/>) pursuant to 65 O.S. § 3-114.



# Oklahoma State Auditor & Inspector

2300 N. Lincoln Blvd. • State Capitol, Room 100 • Oklahoma City, OK 73105 • Phone: 405.521.3495 • Fax: 405.521.3426

October 3, 2017

**TO THE BOARD OF DIRECTORS OF THE  
GLENPOOL EMERGENCY MEDICAL SERVICE DISTRICT**

Transmitted herewith is the audit report of Glenpool Emergency Medical Service District for the fiscal year ended June 30, 2016.

The goal of the State Auditor and Inspector is to promote accountability and fiscal integrity in state and local government. Maintaining our independence as we provide this service to the taxpayers of Oklahoma is of utmost importance.

We wish to take this opportunity to express our appreciation for the assistance and cooperation extended to our office during our engagement.

Sincerely,

A handwritten signature in blue ink that reads "Gary A. Jones".

GARY A. JONES, CPA, CFE  
OKLAHOMA STATE AUDITOR & INSPECTOR

**GLENPOOL EMERGENCY MEDICAL SERVICE DISTRICT  
STATUTORY REPORT  
JUNE 30, 2016**

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**Presentation of Collections, Disbursements, and Cash Balances of District Funds for FY 2016**

	<u>FY 2016</u>
Beginning Cash Balance, July 1	\$ 378,071
Less prior year accounts payable	(191)
Less prior year outstanding checks	<u>(727)</u>
Adjusted Beginning Cash Balance, July 1	<u>\$ 377,153</u>
Collections	
Ad Valorem Tax	\$ 233,603
Miscellaneous	<u>158</u>
Total Collections	<u>233,761</u>
Disbursements	
Personal Services	10,865
Maintenance and Operations	123,451
Contract for Services	68,003
Capital Outlay	-
Audit Expense	<u>925</u>
Total Disbursements	<u>203,244</u>
Ending Cash Balance, June 30	<u>\$ 407,670</u>

*Source: District Estimate of Needs (presented for informational purposes)*



# Oklahoma State Auditor & Inspector

2300 N. Lincoln Blvd. • State Capitol, Room 100 • Oklahoma City, OK 73105 • Phone: 405.521.3495 • Fax: 405.521.3426

Glenpool Emergency Medical Service District  
12205 S. Yukon Ave.  
Glenpool, Oklahoma 74003

## **TO THE BOARD OF DIRECTORS OF THE GLENPOOL EMERGENCY MEDICAL SERVICE DISTRICT**

For the purpose of complying with 19 O.S. § 1706.1, we have performed the following procedures:

- Determined that receipts were properly deposited and accurately reported in the accounting records.
- Determined cash balances were accurately reported in the accounting records.
- Determined whether deposits and invested funds were secured by pledged collateral.
- Determined that disbursements were properly supported, were made for purposes outlined in 19 O.S. § 1710.1, and were accurately reported in the accounting records.
- Determined that all purchases requiring bids complied with 19 O.S. § 1723.
- Determined that payroll expenditures were accurately reported in the accounting records and supporting documentation of leave records was maintained.
- Determined that fixed assets records were properly maintained.
- Determined whether the District's collections, disbursements, and cash balances for FY 2016 were accurately presented on the estimate of needs.

All information included in the records of the District is the representation of the Glenpool Emergency Medical Service District.

Our emergency medical service district statutory engagement was limited to the procedures performed above and was less in scope than an audit performed in accordance with generally accepted auditing standards. Accordingly, we do not express an opinion on any basic financial statement of the Glenpool Emergency Medical Service District.

Based on our procedures performed, we have presented our findings in the accompanying schedule.

This report is intended for the information and use of the management of the Glenpool Emergency Medical Service District. This restriction is not intended to limit the distribution of this report, which is a matter of public record.

A handwritten signature in blue ink that reads "Gary A. Jones". The signature is written in a cursive style with a long horizontal stroke at the end.

GARY A. JONES, CPA, CFE  
OKLAHOMA STATE AUDITOR & INSPECTOR

August 7, 2017

**GLENPOOL EMERGENCY MEDICAL SERVICE DISTRICT  
STATUTORY REPORT  
JUNE 30, 2016**

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**SCHEDULE OF FINDINGS AND RESPONSES**

**Finding 2016-1 – Inadequate Internal Controls and Noncompliance Over Audit Expense Budget Account (Repeat Finding)**

**Condition:** Upon inquiry of the Glenpool Emergency Medical Service District (the District) staff and observation of the budgeting process, it was determined the amount required by state statute was not correctly budgeted for the audit expense budget account.

<b>Fiscal Year</b>	<b>Amount Calculated to Carry Forward</b>	<b>Amount Carried Forward by District</b>	<b>1 /10<sup>th</sup> Of One Mill</b>	<b>Ending Balance Should be</b>	<b>District's Ending Balance</b>	<b>Variance Over/(Under)</b>
2016	\$36,918.31	\$0.00	\$7,601.98	\$44,520.29	\$398.02	(\$ 36,520.29)

It was further noted the District has not carried forward the balance into the audit expense budget account each fiscal year. As a result, the District's balance in the audit expense budget account as of June 30, 2016 was \$8,000.00. The correct balance should have been \$44,520.29; thus leaving an underfunded balance of (\$36,520.29).

**Cause of Condition:** Policies and procedures have not been designed and implemented to ensure the audit expense budget account is accurately budgeted in accordance with statutory requirements.

**Effect of Condition:** These conditions resulted in noncompliance with the state statute and the audit expense budget account being underfunded.

**Recommendation:** The Oklahoma State Auditor & Inspector's Office (OSAI) recommends the District implement a system of internal controls to provide reasonable assurance that one-tenth mill upon the net total assessed valuation be set aside in the audit expense budget account and that any unused portion be carried forward into the next year audit account in accordance with 19 O.S. § 1706.1

**Management Response:** A procedure for calculating the audit expense budget account in accordance with 19 O.S. §1706.1 was implemented, but the procedure to carry forward unspent appropriations was not completely understood. Future appropriations will consider any amount unspent, until written approval is granted by the State Auditor and Inspector's office to lapse unspent appropriations.

**Chairman of the Board:** The Chairman agrees with Management's response.

**Criteria:** Accountability and stewardship are overall goals of management in the accounting of funds. A component objective of an effective internal control system is to provide accurate and reliable information through proper review and approval.

**GLENPOOL EMERGENCY MEDICAL SERVICE DISTRICT  
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Further, according to 19 O.S. § 1706.1, the District must appropriate the net proceeds of the one-tenth mill annual ad valorem levy upon the net total assessed valuation of the District for audit expenses.

**Finding 2016-2 – Inadequate Internal Controls Over the Collection Process (Repeat Finding)**

**Condition:** While gaining an understanding of the receipting, depositing, and reconciling functions of the District, it was noted that one person performs the following duties:

- Receives verification of deposits,
- Verifies the receipt of collections at the bank,
- Records the journal entries into the computer system, and
- Prepares the bank statement reconciliation.

**Cause of Condition:** Policies and procedures have not been designed and implemented to sufficiently segregate the collection process from the recording and reconciling processes to ensure the accurate accounting of all funds. Additionally, policies and procedures have not been designed and implemented to ensure the accuracy of the District's bank statement reconciliations as evidenced by someone performing a secondary review of the bank reconciliation and approving the review with evidence of initials and date of review.

**Effect of Condition:** A single employee having responsibility for more than one area of recording, authorization, custody of assets, and reconciliation could result in unrecorded transactions, misstated financial reports, clerical errors, or misappropriation of funds not being detected in a timely manner.

**Recommendation:** OSAI recommends management be aware of these conditions and realize that concentration of duties and responsibilities in a limited number of individuals is not desired from a control point of view. The most effective controls lie in management's oversight of office operations and a periodic review of operations. OSAI recommends management provide segregation of duties so that no one employee is able to perform all accounting functions. In the event that segregation of duties is not possible due to limited personnel, OSAI recommends implementing compensating controls to mitigate the risks involved with a concentration of duties. Compensating controls would include separating key processes and/or critical functions of the office, and having management review and approve accounting functions including bank statement reconciliations.

**Management Response:** Beginning in fiscal year 2017, the District Administrator began independently confirming the electronic deposits of ad valorem taxes which are virtually the entirety of the District's collections. The Treasurer enters journal entries to record the deposits and journal entries are approved by the Administrator. Also, beginning in fiscal year 2017, the bank statements are reconciled by another party, then reviewed and approved by the Treasurer.

**Chairman of the Board:** The Chairman agrees with Management's response.

**GLENPOOL EMERGENCY MEDICAL SERVICE DISTRICT  
STATUTORY REPORT  
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**Criteria:** Accountability and stewardship are overall goals of management in the accounting of funds. Internal controls over safeguarding of assets constitute a process, affected by an entity's governing body, management, and other personnel, designed to provide reasonable assurance regarding prevention or timely detection of unauthorized transactions and safeguarding assets from misappropriation. To help ensure a proper accounting of funds, the duties of revenue verification, recording, and reconciling should be segregated.

**Finding 2016-3- Inadequate Internal Controls Over the Disbursement Process including Payroll (Repeat Finding)**

**Condition:** Upon inquiry of the District staff and observation of documents, the test of forty-three (43) disbursements reflected the following exceptions:

- Twenty-four (24) disbursements do not appear to be an appropriate disbursement for the District per contract stipulations. These disbursements were for supplies, oxygen, epi pens, CPR Manikins, an airway trainer, childbirth simulator, and carbon monoxide monitors in which the contracts stipulate that equipment and medical supplies will be provided by the contractor.
- Evidence of disbursements being presented to the Board for approval was not present.

Additionally, based on inquiry of the District's disbursement process including payroll warrants, the following was noted:

- Only pre-printed electronic signatures were used as authorizing signatures, allowing checks to be issued without any verification of accuracy.
- Authorizing signatures were those of employees that receive compensation in the form of a payroll warrant, allowing for employees to receive payments without any independent authorization.
- The District did not maintain payroll records for the three administrative employees. The employees, who are also City of Glenpool employees, did not complete a separate W-4 for the District.

Further, based on a review of the Contract between the District and the City of Glenpool to provide administrative services, we noted the following:

- The District directly paid the District Administrator a sum of \$5,000.00 and the Treasurer and Legal Representative a sum of \$2,500.00 each for a grand total of \$10,000.00, although the contract stipulates the District will reimburse the City of Glenpool for this expense.

**Cause of Condition:** Policies and procedures have not been designed to ensure all claims are filed with sufficient supporting documentation for recordkeeping and timekeeping and evidence that disbursements

**GLENPOOL EMERGENCY MEDICAL SERVICE DISTRICT  
STATUTORY REPORT  
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are approved by the Board. Additionally, policies and procedures have not been developed to ensure disbursements are made in accordance with contractual provisions.

**Effect of Condition:** These conditions could result in inaccurate records, incomplete information or misappropriation of assets.

**Recommendation:** OSAI recommends the District implement a system of internal controls to ensure that all disbursements have proper supporting documentation, are made in accordance with contracts, and have evidence of the Board's approval.

**Management Response:**

**Chairman of the Board:** While the ambulance service contract states that the ambulance service provider will replace all disposable medical supplies utilized by the Emergency Medical Response Agency, there are often mutual aid responders that are not party to the agreement. In those instances, any supplies used by the other providers are not replaced by the contracted provider. In addition, some supplies are purchased by the District that are not compatible with the provider's equipment or procedures.

The intent of the contract is that the ambulance service provider will replace like items from their own inventory, but is not expected to replace specialty items not stocked on their trucks. Any supplies not disposable in nature are also purchased by the District, including training equipment and medical equipment, as drugs and medical oxygen. However, language inconsistent with actual intent and practice was inadvertently retained in the contract between the City of Glenpool and the District. While the contract stated that the City was to provide supplies, training and equipment, the intent of the Board, as evidenced by budget appropriations, was that the District would provide supplies, equipment, EMR training, medical oxygen, and any other materials required by the first Responders, except for emergency vehicle fuel and maintenance. The contract has since been revised to clarify the Board's intent.

Following is the response of the FY 2015-2016 audit finding which was conducted during fiscal year 2017:

- A procedure was established to provide the Board a list of payment claims for approval prior to payment.
- At least one signature is handwritten on all checks, which are matched by the Treasurer with the list of approved payment claims.
- Another signatory was added to the District's bank account, allowing for two parties other than the employee to sign payroll checks.
- A system for maintaining more complete District employee records was established, including a separate W-4 form for each employee.
- The district formalized employment contracts with the Administrator/Clerk, Treasurer, and Attorney. In addition, the agreement between the city of Glenpool and the District was revised in fiscal year 2017 to remove language in conflict with actual practices being followed.

**Chairman of the Board:** The Chairman agrees with Management's response.

**GLENPOOL EMERGENCY MEDICAL SERVICE DISTRICT  
STATUTORY REPORT  
JUNE 30, 2016**

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**Criteria:** Accountability and stewardship are overall goals of management in the accounting of funds. Effective internal controls are essential to provide reasonable assurance about the achievement of the entity's objectives regarding the reliability of financial reporting. Key factors in this system are having supporting documentation maintained for record keeping and audit needs, ensuring disbursements are made in accordance with contractual provisions, and ensuring the proper approval of the Board for the operation of the District.



**OFFICE OF THE STATE AUDITOR & INSPECTOR**  
2300 N. LINCOLN BOULEVARD, ROOM 100  
OKLAHOMA CITY, OK 73105-4896

**[WWW.SAI.OK.GOV](http://WWW.SAI.OK.GOV)**

**MINUTES**  
**GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT**  
**Regular Meeting**  
**October 2, 2017**

The Regular Meeting of the Glenpool Area Emergency Medical Service District was held at Council Chambers, Glenpool City Hall. Trustees present: Tim Fox, Chairman; Momodou Ceesay, Vice-Chairman; Patricia Agee; Brandon Kearns and Jacqueline Triplett-Lund.

Staff present: Susan White, District Administrator/Secretary; Lowell Peterson, District Legal Counsel; and Julie Casteen, District Treasurer. Brian Cook with Mercy Regional EMS was also present.

- A) **Chairman Fox called the meeting to order at 7:15 p.m.**
- B) **Secretary White called the roll and Chairman Fox declared a quorum present.**
- C) **EMS Report - Brian Cook, Director of Operations, Mercy Regional EMS**
  - Mr. Cook reviewed the EMS Activity Report for the period of September 2017. Mercy logged 101 calls during that period and maintained a 97% response time compliance.
  - Mercy participated in the Touch a Truck event on September 25<sup>th</sup> in Glenpool. This event provides citizens the opportunity to get a close-up look at the ambulance. Mercy distributed coloring books to the children in attendance.
- D) **District Administrator Report – Susan White, District Administrator**
  - Ms. White reported that the Fiscal Year 2016 State Audit is still pending release from OSAI.
- E) **Scheduled Business**
  - 1) **Discussion and possible action to approve minutes from September 5, 2017 meeting.**

**MOTION:** Trustee Agee moved, second by Trustee Lund to approve minutes as presented.  
**FOR:** Trustee Lund; Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns  
**AGAINST:** None  
**Motion carried.**
  - 2) **Discussion and possible action to approve purchase order(s) and receipts register totaling \$21,045.42.**

**MOTION:** Trustee Lund moved, second by Trustee Kearns to approve purchase order and receipts register as presented and authorize payments.  
**FOR:** Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns; Trustee Lund  
**AGAINST:** None  
**Motion carried.**
- F) **Adjournment.**
  - There being no further business, the meeting was adjourned at 7:19 p.m.

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk/Secretary

\_\_\_\_\_  
Chairman

**MINUTES**  
**GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT**  
**Special Meeting**  
**October 16, 2017**

The Special Meeting of the Glenpool Area Emergency Medical Service District was held at Council Chambers, Glenpool City Hall. Trustees present: Tim Fox, Chairman; Momodou Ceesay, Vice-Chairman; Patricia Agee; Brandon Kearns and Jacqueline Triplett-Lund.

Staff present: Lowell Peterson, District Legal Counsel; and Susan White, District Administrator.

- A) **Chairman Fox called the meeting to order at 8:20 p.m.**
- B) **Secretary White called the roll and Chairman Fox declared a quorum present.**
- C) **Scheduled Business**
  - 1) **Discussion and possible action to designate Deborah Pengelly as checking account signatory.**  
Susan White, District Administrator recommended Board consideration to appoint Deborah Pengelly as checking account signatory until such time that a new Treasurer is appointed.  
**MOTION:** Trustee Agee moved, second by Councilor Lund to designate Deborah Pengelly as checking account signatory until a new Treasurer is appointed.  
**FOR:** Trustee Lund; Vice Chairman Ceesay; Chairman Fox; Trustee Agee; Trustee Kearns  
**AGAINST:** None  
**Motion carried.**
- D) **Adjournment.**
  - There being no further business, the meeting was adjourned at 8:21 p.m.

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk/Secretary

\_\_\_\_\_  
Chairman



# GEMS

**Glenpool Area Medical Service District**  
Glenpool, Oklahoma

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**To:** HONORABLE CHAIRMAN AND GEMS DISTRICT BOARD MEMBERS  
**From:** Julie Casteen, District Treasurer  
**Date:** November 9, 2017  
**Subject:** Approval of Purchase Order Receiving Report and Payment Claims as of 11/6/17 totaling \$21,754.20

**Background:**

A purchase order receiving report and a list of claims to be paid is presented to the Board monthly for approval.

**Staff Recommendation:**

Staff recommends a motion to accept the PO Receipt Register report dated 11/6/17 and approve the following payments:

P.O. Number	Account	Vendor	Description	Invoice #	Amount
18-07987	31-6-01-6202	Staples	EMS Report Forms	8046950232	86.65
18-08047	31-6-01-6202	Tulsa County Assessor	FY17-18 Visual Inspection	17233	951.52
18-07781	31-6-01-6225	City of Glenpool	September City Reimbursement	9/30/2017	7,751.00
18-07782	31-6-01-6210	Centurion Health Systems	October Ambulance Service	1544	\$ 12,000.00
18-07928	31-6-01-6202	Teleflex Medical	AirTraq #3 Blades	9512046	175.03
18-07944	31-6-01-6206	David Rich (My EMS Supply)	Cardiac Monitor Mounts	12015	790.00
				<b>Total</b>	<b>\$ 21,754.20</b>

**Attachments:**

1. Purchase Order Claims Register dated 11/06/17 totaling \$21,754.20
2. PO Receipt Register dated 11/06/17 totaling \$21,754.20
3. Purchase Orders and Invoices totaling \$21,754.20

FUND: 31 - GEMS

## SUMMARY REPORT

PURCHASE ORDER	DESCRIPTION	VENDOR #	VENDOR NAME	DATE INVOICE	AMOUNT
DEPARTMENT: 01 - NON-DEPARTMENTAL					
18-07987	EMS Report Forms	01-000090	STAPLES BUSINESS ADVANTAGE	10/2017 8046950232	86.65
18-08047	17-18 VISUAL INSP REIMB C	01-000411	TULSA COUNTY ASSESSOR	11/2017 17233	951.52
18-07781	FY18 FIRST RESPONDER/ADMI	01-000507	CITY OF GLENPOOL	9/2017 09/30/2017	7,751.00
18-07782	AMBULANCE SERV 7/1/17- 6/	01-001267	CENTURION HEALTH SYSTEMS, DBA	10/2017 1544	12,000.00
18-07928	AirTraq #3 blades x 2	01-001395	TELEFLEX MEDICAL INC.	9/2017 95142046	175.03
18-07944	Cardiac Monitor Mounts x	01-001436	DAVID RICH	9/2017 12015	790.00
DEPARTMENT TOTAL:					21,754.20
FUND TOTAL:					21,754.20
GRAND TOTAL:					21,754.20

---

Timothy Lee Fox, Chairman

**APPROVED**

November 14, 2017

## G/L RECAP

<u>PERIOD</u>	<u>G/L ACCOUNT</u>	<u>NAME</u>	<u>AMOUNT</u>	<u>FUND TOTAL</u>
9/2017	31-6-01-6202	OPERATING SUPPLIES	175.03	
9/2017	31-6-01-6206	MINOR EQUIPMENT	790.00	
9/2017	31-6-01-6225	FIRST RESPONDER/ADMIN FEES	7,751.00	
10/2017	31-6-01-6202	OPERATING SUPPLIES	86.65	
10/2017	31-6-01-6210	AMBULANCE CONTRACT	12,000.00	
11/2017	31-6-01-6202	OPERATING SUPPLIES	951.52	21,754.20
		GRAND TOTAL:		21,754.20

VENDOR	NAME	INVOICE	POST DATE	BANK	G/L	AMOUNT	ITEM	AMOUNT	INVOICE	AMOUNT	VENDOR	TOTAL
01-000090	STAPLES BUSINESS ADVANTAGE											86.65
		8046950232	10/16/2017	31						86.65		
		18-07987						86.65				
			31-6-01-6202				OPERATING SUPPLIES					86.65
01-000411	TULSA COUNTY ASSESSOR											951.52
		17233	11/05/2017	31						951.52		
		18-08047						951.52				
			31-6-01-6202				OPERATING SUPPLIES					951.52
01-000507	CITY OF GLENPOOL											7,751.00
		09/30/2017	9/05/2017	31						7,751.00		
		18-07781						7,751.00				
			31-6-01-6225				FIRST RESPONDER/ADMIN FEES					7,751.00
01-001267	CENTURION HEALTH SYSTEMS, DBA											12,000.00
		1544	10/31/2017	31						12,000.00		
		18-07782						12,000.00				
			31-6-01-6210				AMBULANCE CONTRACT					12,000.00
01-001395	TELEFLEX MEDICAL INC.											175.03
		95142046	9/14/2017	31						175.03		
		18-07928						175.03				
			31-6-01-6202				OPERATING SUPPLIES					175.03
01-001436	DAVID RICH											790.00
		12015	9/21/2017	31						790.00		
		18-07944						790.00				
			31-6-01-6206				MINOR EQUIPMENT					790.00
**TOTALS**						21,754.20		21,754.20		21,754.20		21,754.20

SEQUENCE: VENDOR NUMBER

DETAIL LEVEL: G/L  
PRINT PROJECTS: NO

PO TOTALS BY G/L ACCOUNT

YEAR	ACCOUNT	NAME	ITEMS	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
					ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2017-2018	31-6-01-6202	OPERATING SUPPLIES	3	1,213.20	15,000	1,213.63				
	31-6-01-6206	MINOR EQUIPMENT	1	790.00	15,000	14,210.00				
	31-6-01-6210	AMBULANCE CONTRACT	1	12,000.00	144,000	0.00				
	31-6-01-6225	FIRST RESPONDER/ADMIN F	1	7,751.00	105,300	0.00				
** 17-18 YEAR TOTALS **				21,754.20						

NO ERRORS

NO WARNINGS



<b>INVOICE DATE</b>	<b>CUSTOMER</b>	<b>SUMMARY INVOICE</b>
10/16/17	DAL 1824396	8046950232
<b>PLEASE PAY BY</b>	<b>TERMS</b>	<b>AMOUNT DUE</b>
11/15/17	Net 30 Days	314.70

# INVOICE DETAIL

Staples Business Advantage

Federal ID #:04-3390816

Bill to Account: 1022871

Ship to Account: ADMIN OFFICE

CITY OF GLENPOOL  
DARRELL COLBERT  
12205 S YUKON AVE  
GLENPOOL, OK 74033

CITY OF GLENPOOL  
ATTN: TERRELL OGILVIE  
12205 S YUKON  
3RD FLR  
GLENPOOL, OK 74033

Budget Ctr :  
Budget Ctr Desc :  
P O Number : 18-07987  
P O Desc :  
Release :  
Release Desc :

Invoice Number: 3356282699  
Order : 8251712394-000-002  
Ordered By : TERRELL OGILVIE  
Order Date : 10/09/17

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
1	704487	2028301 (500) Med Run Report	1	0	EA	1	86.65	86.65
<b>Freight:</b>		<b>.00</b>	<b>Tax:( .0000 %)</b>		<b>.00</b>		<b>Sub-Total:</b>	<b>86.65</b>
							<b>Total:</b>	<b>86.65</b>

Backorder of 8251712394

RECEIVED  
OCT 17 2017  
BY: FIN. SERVICES

P U R C H A S E O R D E R  
CITY OF GLENPOOL, OK

Email invoices: AP@cityofglenpool.com

Subject line must include PO, and Vendor name or emails will be rejected  
PURCHASE ORDER # 18-08047 10/26/2017

ISSUED TO: VEND #: 01-000411  
TULSA COUNTY ASSESSOR  
500 S. DENVER, STE 215  
TULSA, OK 74103

SHIP TO:  
GEMS  
14566 S. ELWOOD  
GLENPOOL, OK 74033

I HEREBY APPROVE THE ISSUANCE OF THIS PURCHASE ORDER.

*Julie Carsteyn*

10/26/2017

\_\_\_\_\_  
PURCHASING OFFICER DATE

I HEREBY CERTIFY THAT THE AMOUNT OF THIS ENCUMBRANCE HAS BEEN ENTERED AGAINST THE DESIGNATED APPROPRIATION ACCOUNTS AND THAT THIS ENCUMBRANCE IS WITHIN THE ~~AND CRITICIZED~~ AVAILABLE BALANCE OF SAID APPROPRIATION.

*RM*

10/26/2017

*11/16/17*  
\_\_\_\_\_  
ENGINEERING OFFICER DATE

UNITS	DESCRIPTION	INV PART NUMBER	REQUEST	G/L ACCOUNT	PROJ	PRICE	AMOUNT
0.00	17-18 VISUAL INSP REIMB COST STATEMENT 17233 9/22/17 17-18 VISUAL INSP REIMB COST		00020743	31 -6-01-6202		0.00	951.52 *

\*\* TOTAL \*\* 951.52

\*\*\* APPROVAL FOR PURCHASE \*\*\*

I HEREBY CERTIFY THAT THE MERCHANDISE AND/OR SERVICES DESCRIBED ABOVE HAVE BEEN SATISFACTORILY RECEIVED AND THAT THIS PURCHASE ORDER IS NOW A TRUE AND JUST DEBT OF THIS CITY. THIS PURCHASE ORDER IS APPROVED FOR PAYMENT IN THE AMOUNT INDICATED ABOVE.

*Julie Carsteyn*

*11/5/17*

\_\_\_\_\_  
OFFICER OR DEPARTMENT HEAD IN CHARGE DATE

62 O.S. SECTION 310.9 AND 74 O.S. SECTION 3109, PROVIDES THAT THE VENDOR'S SUBMISSION OF AN INVOICE OR ACCEPTANCE OF PAYMENT PURSUANT TO THIS PURCHASE CONSTITUTES A STATEMENT BY THE VENDOR THAT THE INVOICE OR CLAIM IS TRUE AND CORRECT. THE WORK, SERVICES OR MATERIALS AS SHOWN BY THE INVOICE OR CLAIM HAVE BEEN COMPLETED OR SUPPLIED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, ORDERS OR REQUESTS FURNISHED THE VENDOR, AND THE VENDOR HAS MADE NO PAYMENT, DIRECTLY OR INDIRECTLY, TO ANY ELECTED OFFICIAL, OFFICER OR EMPLOYEE OF THIS STATE OR ANY COUNTY OR POLITICAL SUBDIVISION OF THE STATE OF MONEY OR ANY OTHER THING OF VALUE TO OBTAIN PAYMENT. ANY VENDOR WHO SUBMITS AN INVOICE OR ACCEPTS PAYMENT PURSUANT TO THIS PURCHASE ORDER SHALL BE DEEMED TO ADOPT AND AFFIRM THE STATEMENT CONTAINED IN THIS PURCHASE ORDER UNLESS THE VENDOR STATES ON THE INVOICE THAT THE STATEMENT IS INCORRECT IN WHOLE OR IN PART; AND THE CITY OF GLENPOOL OR ITS RELATED ENTITIES AS THEIR INTEREST MAY APPEAR, MAY RECOVER FROM THE VENDOR THE FULL AMOUNT PAID PURSUANT TO THE PURCHASE ORDER IF THE STATEMENT ADOPTED AND AFFIRMED BY THE VENDOR IS FALSE.

THE VENDOR SHALL FURNISH ITEMIZED INVOICE WHICH STATES THE VENDOR'S NAME AND ADDRESS. A CLEAR DESCRIPTION OF EACH ITEM PURCHASED ITS PRICE, THE NUMBER OR VOLUME OF EACH ITEM, ITS TOTAL PRICE, THE TOTAL OF THE PURCHASE, AND DATE OF THE PURCHASE.

26743



**Ken Yazel**  
**Tulsa County Assessor**

500 South Denver Avenue, Suite 215  
Tulsa, OK 74103  
Phone (918) 596-5100 | Fax (918) 596-5101  
<http://www.assessor.tulsacounty.org>

**Bill To:**  
City of Glenpool-EMS  
Attn: Tim Fox  
PO Box 70  
Glenpool, OK 74033

**DATE:** September 22, 2017  
**STATEMENT #:** 17233

Pursuant to Title 68 O.S. §2823

**COUNTY ASSESSOR VISUAL INSPECTION REIMBURSEMENT FUND**

DATE	DESCRIPTION	AMOUNT	PAYMENT	BALANCE	
8/31/2016	Visual Inspection Reimbursement Costs Fiscal Year 2016-2017	916.27		916.27	
10/11/2016	Payment received		916.27	0.00	
9/22/2017	Visual Inspection Reimbursement Costs Fiscal Year 2017-2018			951.52	
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>AMOUNT DUE</b>
\$ 951.52					\$ 951.52

Amount due and payable by December 31, 2017

**Make checks payable to:**  
**Office of Tulsa County Assessor**

**Remittance**

Statement #	17233
Date	09/22/17
Amount Due	\$ 951.52
Amount Enclosed	

Office Use Only
Received by:
Date:

**Questions concerning this statement? Call: (918) 596-5100**



**Ken Yazel**  
**Tulsa County Assessor**

500 South Denver Avenue, Suite 215  
Tulsa, OK 74103

September 22, 2017

City of Glenpool-EMS  
Attn: Tim Fox  
PO Box 70  
Glenpool, OK 74033

Dear Tim Fox:

The following documents pertaining to the Assessor Visual Inspection reimbursement fund for your jurisdiction are enclosed and are provided pursuant to Title 68 O.S. §2823:

- Statement - County Assessor Visual Inspection Reimbursement Fund
- Tulsa County Distribution of Visual Inspection Costs - summarizing the visual inspection account and the distribution between the Assessor's General Fund and Visual Inspection budgets.
- 2017 Distribution of Visual Inspection Charges Based on 2016 Authorized Tax Collection. This includes proration of millage among the various, applicable jurisdictions within Tulsa County and the amount of the visual inspection reimbursement for each.
- 2017 County Visual Inspection Plan maps for Residential, Commercial, and Agricultural properties.

If you have any questions or require additional information, please contact this office.

Very respectfully,

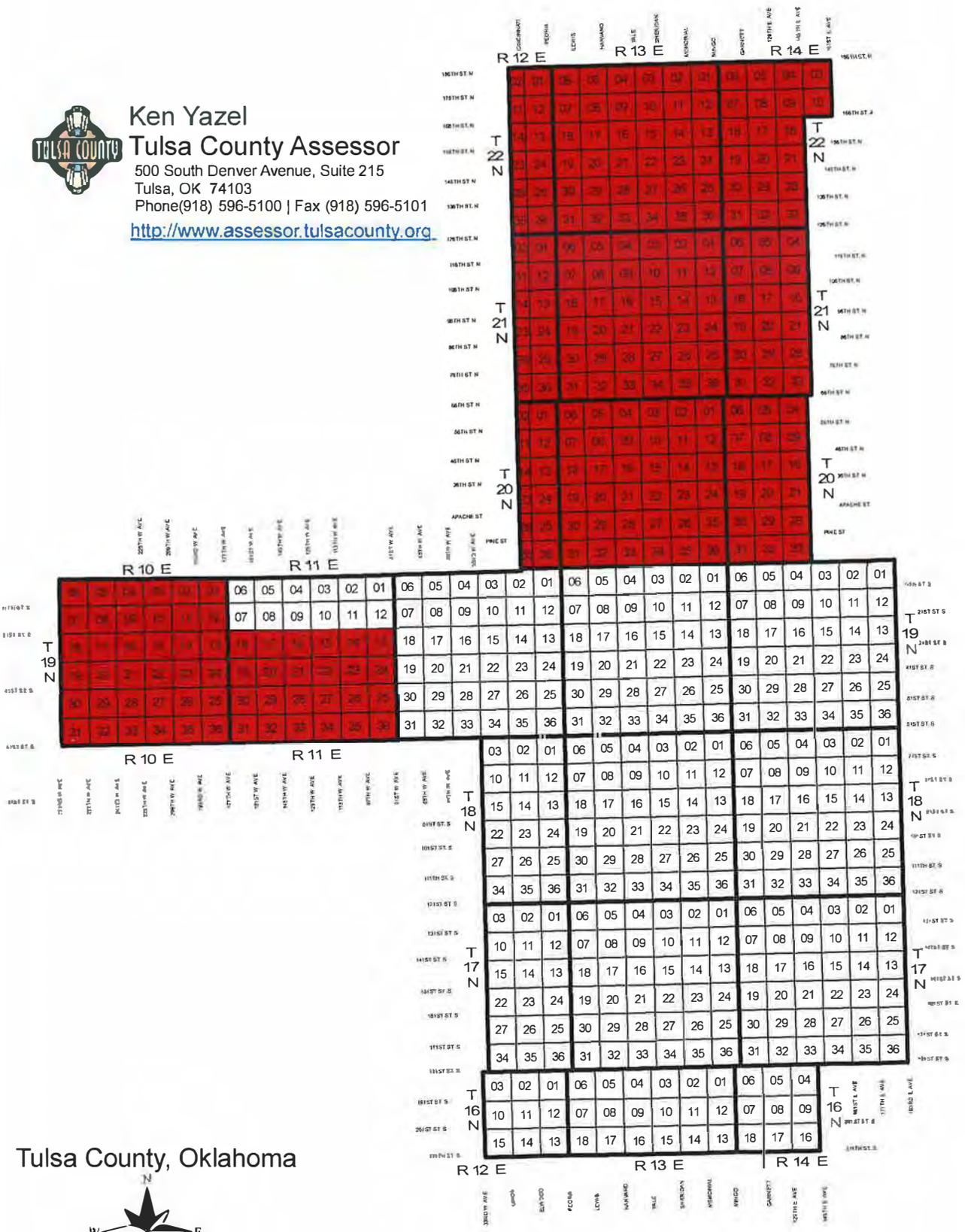
Ken Yazel

TAS/gw  
Enclosures

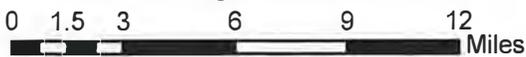
# 2017 Residential Visual Inspection



**Ken Yazel**  
**Tulsa County Assessor**  
 500 South Denver Avenue, Suite 215  
 Tulsa, OK 74103  
 Phone(918) 596-5100 | Fax (918) 596-5101  
<http://www.assessor.tulsacounty.org>



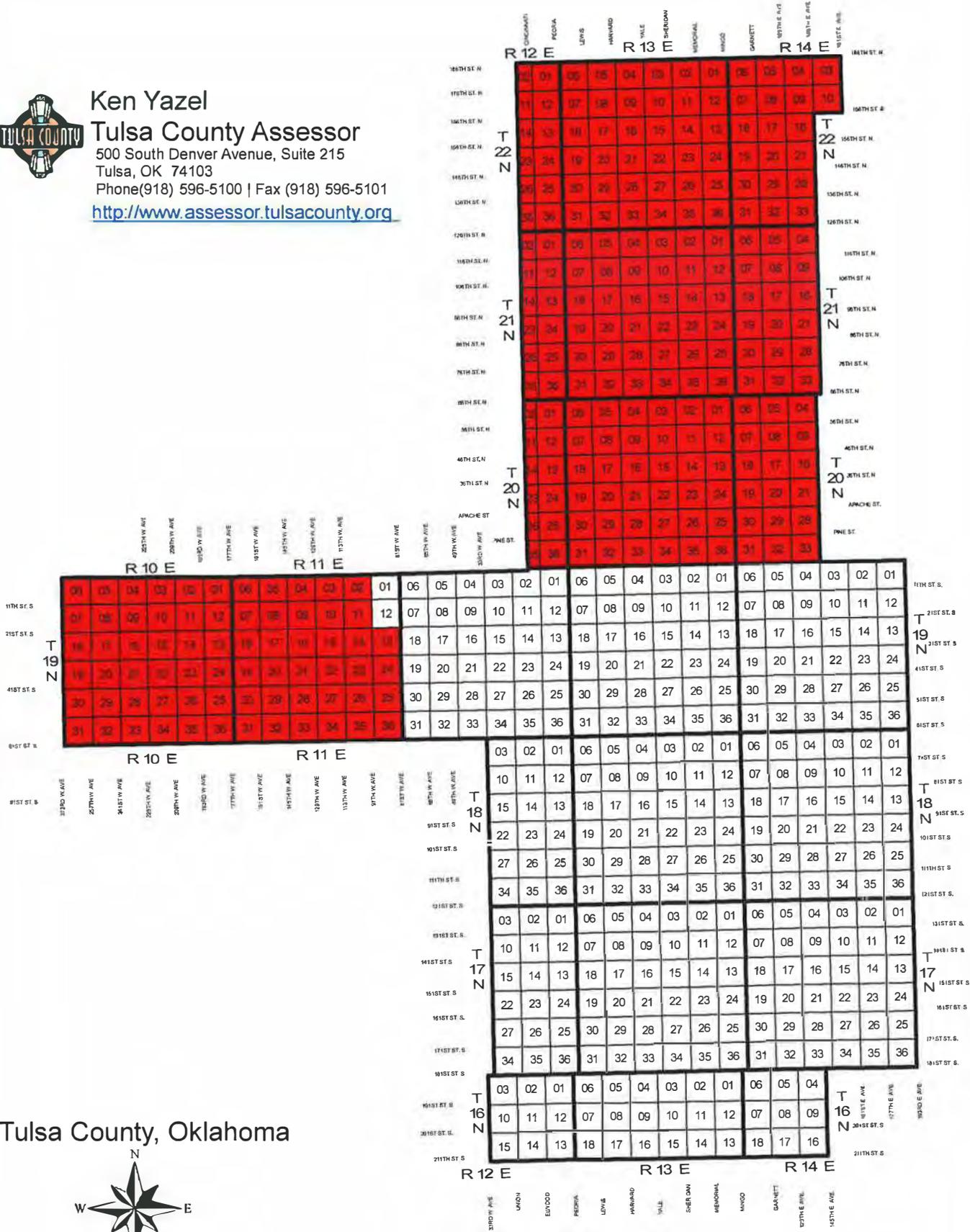
Tulsa County, Oklahoma



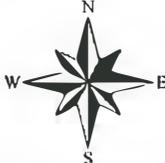
# 2017 Commercial Visual Inspection



**Ken Yazel**  
**Tulsa County Assessor**  
 500 South Denver Avenue, Suite 215  
 Tulsa, OK 74103  
 Phone(918) 596-5100 | Fax (918) 596-5101  
<http://www.assessor.tulsacounty.org>



Tulsa County, Oklahoma

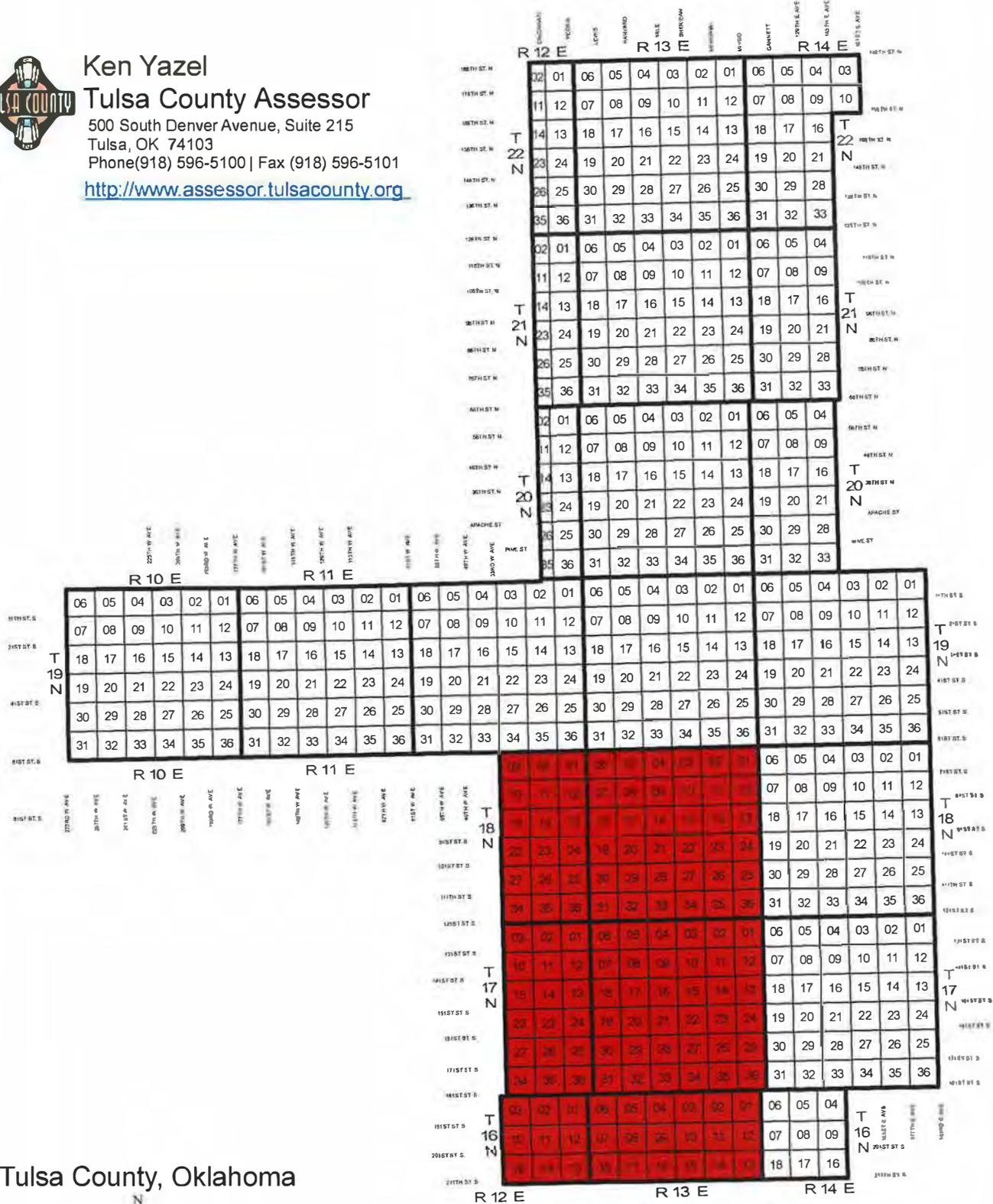


0 1.5 3 6 9 12 Miles

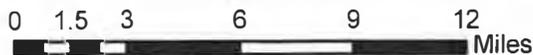
# 2017 Agricultural Visual Inspection



**Ken Yazel**  
**Tulsa County Assessor**  
 500 South Denver Avenue, Suite 215  
 Tulsa, OK 74103  
 Phone(918) 596-5100 | Fax (918) 596-5101  
<http://www.assessor.tulsacounty.org>



Tulsa County, Oklahoma





**Ken Yazel**  
***Tulsa County Assessor***

500 South Denver Avenue, Suite 215  
Tulsa, OK 74103  
Phone (918) 596-5100 | Fax (918) 596-5101  
<http://www.assessor.tulsacounty.org>

**TULSA COUNTY**  
**DISTRIBUTION OF VISUAL INSPECTION COSTS**

<b>TOTAL BUDGET REQUESTED FOR FY 2017-2018</b>	<b>\$ 2,706,415.00</b>	
<b>LAPSED BALANCES AS OF 6-30-2017</b>	<b>\$ 2,918.17</b>	
<b>BALANCE OF COSTS FOR DISTRIBUTION</b>	<b>\$ 2,703,496.83</b>	

<b>ASSESSOR VISUAL INSPECTION BUDGET</b>	<b>\$ 2,706,415.00</b>	<b>40%</b>
<b>ASSESSOR OFFICE BUDGET</b>	<b>\$ 4,109,706.78</b>	<b>60%</b>
<b>ASSESSOR TOTAL OPERATING BUDGET</b>	<b>\$ 6,816,121.78</b>	<b>100%</b>



**TULSA COUNTY EXCISE BOARD**

Tulsa County Administration Building, Room 116  
500 South Denver  
Tulsa, Oklahoma 74103-3832

P: 918.596.5836  
F: 918.596.5867

**CERTIFICATION OF EXCISE BOARD**

**STATE OF OKLAHOMA, COUNTY OF TULSA**

We, the undersigned members of the Tulsa County Excise Board, do hereby certify that we have examined the Distribution of Visual Inspection Charges and Costs and do herewith approve this 20<sup>th</sup> day of July 2017.

**TULSA COUNTY EXCISE BOARD**

\_\_\_\_\_  
Ruth Gaines, Vice-Chairman

Charles E. Van De Wiele, Jr. Chairman

Dr. A. Theodore Kachel, Member

**ATTEST:**

Michael Willis  
Tulsa County Clerk

2017 DISTRIBUTION OF VISUAL INSPECTION CHARGES BASED UPON 2016 ASSESSOR'S  
REPORT TO EXCISE BOARD AND THE 2016 TAX AUTHORIZED TO BE COLLECTED.

ENTITY	SCHOOL DIST.#	FUND	VALUATION	MILLAGE	TAX	% OF TOTAL
<b>COUNTYWIDE</b>						
County of Tulsa		General	5,610,847,938	10.30	\$ 57,791,733.76	8.17%
		Debt Service		0.04	224,433.92	0.03%
		Total	5,610,847,938	10.34	58,016,167.68	8.20%
County Library		General	5,610,847,938	5.32	29,849,711.03	4.22%
County Health		General	5,610,847,938	2.58	14,475,987.68	2.05%
<b>COUNTYWIDE SCHOOLS</b>						
Tulsa Community College		General	5,610,847,938	7.21	40,454,213.63	5.72%
		Debt Service		0.00	0.00	0.00%
		Total		7.21	40,454,213.63	5.72%
Tulsa Technology Center		General	5,610,847,938	8.24	46,233,387.01	6.53%
		Building Fund		5.09	28,559,216.00	4.04%
		Total		13.33	74,792,603.01	10.57%
<b>CITIES &amp; TOWNS</b>						
City of Bixby		Debt Service	245,282,962	11.11	2,725,093.71	0.39%
City of Broken Arrow		Debt Service	700,223,772	16.92	11,847,786.22	1.67%
City of Collinsville		Debt Service	35,087,272	0.00	0.00	0.00%
City of Glenpool		Debt Service	70,681,342	0.00	0.00	0.00%
City of Jenks		Debt Service	247,674,819	13.29	3,291,598.34	0.47%
Town of Liberty		Debt Service	526,689	0.00	0.00	0.00%
City of Mannford		Debt Service	123,290	0.00	0.00	0.00%
City of Owasso		Debt Service	248,110,494	0.36	89,319.78	0.01%
City of Sand Springs		Debt Service	133,429,649	8.70	1,160,837.95	0.16%
City of Sapulpa		Debt Service	4,746,685	14.89	70,678.14	0.01%
City of Skiatook		Debt Service	11,300,327	0.00	0.00	0.00%
Town of Sperry		Debt Service	4,368,421	0.00	0.00	0.00%
City of Tulsa		Debt Service	3,407,563,576	21.20	72,240,347.81	10.21%
Total Cities & Towns					91,425,661.95	12.92%
<b>EMERGENCY MEDICAL SERVICE</b>						
Glenpool		General Fund	80,608,469	3.09	249,080.17	0.04%
<b>SCHOOL DISTRICTS</b>						
Tulsa	I.S.D.# 1	General	2,358,291,478	36.05	85,016,407.78	12.01%
		Debt Service		29.07	68,555,533.27	9.69%
		Building		5.15	12,145,201.11	1.72%
		Total		70.27	165,717,142.16	23.42%

**2017 DISTRIBUTION OF VISUAL INSPECTION CHARGES BASED UPON 2016 ASSESSOR'S  
REPORT TO EXCISE BOARD AND THE 2016 TAX AUTHORIZED TO BE COLLECTED.**

ENTITY	SCHOOL DIST.#	FUND	VALUATION	MILLAGE	TAX	% OF TOTAL
Sand Springs	I.S.D.# 2	General	157,454,595	36.05	5,676,238.15	0.80%
		Debt Service		30.31	4,772,448.77	0.67%
		Building		5.15	810,891.16	0.11%
		<b>Total</b>		<b>71.51</b>	<b>11,259,578.08</b>	<b>1.59%</b>
Broken Arrow	I.S.D.# 3	General	563,201,201	36.40	20,500,523.72	2.90%
		Debt Service		29.40	16,558,115.31	2.34%
		Building		5.20	2,928,646.25	0.41%
		<b>Total</b>		<b>71.00</b>	<b>39,987,285.28</b>	<b>5.65%</b>
Bixby	I.S.D.# 4	General	397,447,855	36.05	14,327,995.17	2.02%
		Debt Service		33.92	13,481,431.24	1.90%
		Building		5.15	2,046,856.45	0.29%
		<b>Total</b>		<b>75.12</b>	<b>29,856,282.86</b>	<b>4.22%</b>
Jenks	I.S.D.# 5	General	745,512,347	36.40	27,136,649.43	3.83%
		Debt Service		32.43	24,176,965.41	3.42%
		Building		5.20	3,876,664.20	0.55%
		<b>Total</b>		<b>74.03</b>	<b>55,190,279.04</b>	<b>7.80%</b>
Collinsville	I.S.D.# 6	General	67,935,874	36.40	2,472,865.81	0.35%
		Debt Service		26.18	1,778,561.18	0.25%
		Building		5.20	353,266.54	0.05%
		<b>Total</b>		<b>67.78</b>	<b>4,604,693.53</b>	<b>0.65%</b>
Skiatook	I.S.D.# 7	General	13,376,161	36.40	486,892.26	0.07%
		Debt Service		32.45	434,056.42	0.06%
		Building		5.20	69,556.04	0.01%
		<b>Total</b>		<b>74.05</b>	<b>990,504.72</b>	<b>0.14%</b>
Sperry	I.S.D.# 8	General	12,574,290	36.05	453,303.15	0.06%
		Debt Service		24.37	306,435.45	0.04%
		Building		5.15	64,757.59	0.01%
		<b>Total</b>		<b>65.57</b>	<b>824,496.19</b>	<b>0.12%</b>
Union	I.S.D.# 9	General	796,678,396	36.05	28,720,256.18	4.06%
		Debt Service		29.91	23,828,650.82	3.37%
		Building		5.15	4,102,893.74	0.58%
		<b>Total</b>		<b>71.11</b>	<b>56,651,800.74</b>	<b>8.01%</b>

2017 DISTRIBUTION OF VISUAL INSPECTION CHARGES BASED UPON 2016 ASSESSOR'S  
REPORT TO EXCISE BOARD AND THE 2016 TAX AUTHORIZED TO BE COLLECTED.

ENTITY	SCHOOL DIST.#	FUND	VALUATION	MILLAGE	TAX	% OF TOTAL
Berryhill	I.S.D.#10	General	40,581,163	36.05	1,462,950.93	0.21%
		Debt Service		29.41	1,193,492.00	0.17%
		Building		5.15	208,992.99	0.03%
		Total		70.61	2,865,435.92	0.40%
Owasso	I.S.D.#11	General	355,532,038	36.05	12,816,929.97	1.81%
		Debt Service		24.93	8,863,413.71	1.25%
		Building		5.15	1,830,990.00	0.26%
		Total		66.13	23,511,333.68	3.32%
Glenpool	I.S.D.#13	General	80,608,469	36.05	2,905,935.31	0.41%
		Debt Service		29.75	2,398,101.95	0.34%
		Building		5.15	415,133.62	0.06%
		Total		70.95	5,719,170.88	0.81%
Liberty	I.S.D.#14	General	10,812,956	37.10	401,160.67	0.06%
		Debt Service		24.93	269,566.99	0.04%
		Building		5.30	57,308.67	0.01%
		Total		67.33	728,036.33	0.10%
Keystone	D.S.D.#15	General	10,841,115	36.05	390,822.20	0.06%
		Debt Service		7.20	78,056.03	0.01%
		Building		5.15	55,831.74	0.01%
		Total		48.40	524,709.97	0.07%
		Total General Fund			391,823,044.01	55.37%
		Total Debt Service			258,344,924.42	36.51%
		Total Building Fund			57,526,206.10	8.13%
		Total Taxes			\$ 707,694,174.53	100.00%

Approved by Tulsa County Excise Board July 20, 2017.

**COUNTY OF TULSA**  
**FISCAL YEAR 2017-2018**  
**DISTRIBUTION OF VISUAL INSPECTION PROGRAM**  
**COSTS BY TAX RECIPIENT**

MILL RATE RECIPIENT	2016-2017 TAX COLLECTION AUTHORIZED	PERCENT OF TOTAL	AMOUNT DUE
<b>COUNTY WIDE:</b>			
TULSA COUNTY	58,016,167.68	8.19791511%	221,630.38
TULSA CITY-COUNTY LIBRARY	29,849,711.03	4.21788282%	114,030.33
TULSA CITY-COUNTY HEALTH	14,475,987.68	2.04551460%	55,300.42
TULSA TECHNOLOGY CENTER	74,792,603.01	10.56849211%	285,718.85
TULSA COMMUNITY COLLEGE	40,454,213.63	5.71634119%	154,541.10
<b>Total</b>	<b>217,588,683.03</b>		
<b>CITIES &amp; TOWNS:</b>			
TULSA	72,240,347.81	10.20784831%	275,968.86
SAND SPRINGS	1,160,837.95	0.16403102%	4,434.57
SAPULPA	70,678.14	0.00998710%	270.00
BROKEN ARROW	11,847,786.22	1.67413929%	45,260.30
BIXBY	2,725,093.71	0.38506657%	10,410.26
JENKS	3,291,598.34	0.46511593%	12,574.39
OWASSO	89,319.78	0.01262124%	341.21
GLENPOOL (CITY)	0.00	0.00000000%	0.00
GLENPOOL (MEDICAL)	249,080.17	0.03519602%	951.52
<b>Total</b>	<b>91,674,742.12</b>		
<b>SCHOOL DISTRICTS:</b>			
1- TULSA	165,717,142.16	23.41649093%	633,064.09
2- SAND SPRINGS	11,259,578.08	1.59102314%	43,013.26
3- BROKEN ARROW	39,987,285.28	5.65036236%	152,757.37
4- BIXBY	29,856,282.86	4.21881145%	114,055.43
5- JENKS	55,190,279.04	7.79860581%	210,835.06
6- COLLINSVILLE	4,604,693.53	0.65066150%	17,590.61
7- SKIATOOK	990,504.72	0.13996225%	3,783.88
8- SPERRY	824,496.19	0.11650459%	3,149.70
9- UNION	56,651,800.74	8.00512464%	216,418.29
10- BERRYHILL	2,865,435.92	0.40489749%	10,946.39
11- OWASSO	23,511,333.68	3.32224491%	89,816.79
13- GLENPOOL	5,719,170.88	0.80814158%	21,848.08
14- LIBERTY	728,036.33	0.10287443%	2,781.21
15- KEYSTONE	524,709.97	0.07414360%	2,004.47
<b>Total</b>	<b>398,430,749.38</b>		
<b>TOTAL</b>	<b>707,694,174.53</b>	<b>100.00%</b>	<b>2,703,496.83</b>

Approved by the Tulsa County Excise Board July 20, 2017.

PURCHASE ORDER  
CITY OF GLENPOOL, OK

Email invoices: AP@cityofglenpool.com

Subject line must include PO and Vendor name or emails will be rejected  
PURCHASE ORDER # 18-07781 08/07/2017

ISSUED TO: VEND #: 01-000507  
CITY OF GLENPOOL  
POOLED CASH ACCT

SHIP TO:  
GEMS  
14566 S. ELWOOD  
GLENPOOL, OK 74033

I HEREBY APPROVE THE ISSUANCE OF THIS PURCHASE ORDER.

I HEREBY CERTIFY THAT THE AMOUNT OF THIS ENCUMBRANCE HAS BEEN ENTERED AGAINST THE DESIGNATED APPROPRIATION ACCOUNTS AND THAT THIS ENCUMBRANCE IS WITHIN THE AUTHORIZED AVAILABLE BALANCE OF SAID APPROPRIATION.

*Julie Carstern*

08/07/2017

PURCHASING OFFICER

DATE

*SM*

08/07/2017

*11/06/17*  
DATE

ENGINEERING OFFICER

UNITS	DESCRIPTION	INV PART NUMBER	REQUEST	G/L ACCOUNT	PROJ	PRICE	AMOUNT
0.00	FY18 FIRST RESPONDER/ADMIN FEE FY18 FIRST RESPONDER/ADMIN		00020354	31 -6-01-6225		0.00	105,300.00 *

**Partial Payment \$7,751.00**

\*\* TOTAL \*\* 105,300.00

\*\*\* APPROVAL FOR PURCHASE \*\*\*

I HEREBY CERTIFY THAT THE MERCHANDISE AND/OR SERVICES DESCRIBED ABOVE HAVE BEEN SATISFACTORILY RECEIVED AND THAT THIS PURCHASE ORDER IS NOW A TRUE AND JUST DEBT OF THIS CITY. THIS PURCHASE ORDER IS APPROVED FOR PAYMENT IN THE AMOUNT INDICATED ABOVE.

*Julie Carstern*

*11/5/17*

OFFICER OR DEPARTMENT HEAD IN CHARGE

DATE

62 O.S. SECTION 310.9 AND 74 O.S. SECTION 3109, PROVIDES THAT THE VENDOR'S SUBMISSION OF AN INVOICE OR ACCEPTANCE OF PAYMENT PURSUANT TO THIS PURCHASE CONSTITUTES A STATEMENT BY THE VENDOR THAT THE INVOICE OR CLAIM IS TRUE AND CORRECT. THE WORK, SERVICES OR MATERIALS AS SHOWN BY THE INVOICE OR CLAIM HAVE BEEN COMPLETED OR SUPPLIED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, ORDERS OR REQUESTS FURNISHED THE VENDOR, AND THE VENDOR HAS MADE NO PAYMENT, DIRECTLY OR INDIRECTLY, TO ANY ELECTED OFFICIAL, OFFICER OR EMPLOYEE OF THIS STATE OR ANY COUNTY OR POLITICAL SUBDIVISION OF THE STATE OF MONEY OR ANY OTHER THING OF VALUE TO OBTAIN PAYMENT. ANY VENDOR WHO SUBMITS AND INVOICE OR ACCEPTS PAYMENT PURSUANT TO THIS PURCHASE ORDER SHALL BE DEEMED TO ADOPT AND AFFIRM THE STATEMENT CONTAINED IN THIS PURCHASE ORDER UNLESS THE VENDOR STATES ON THE INVOICE THAT THE STATEMENT IS INCORRECT IN WHOLE OR IN PART; AND THE CITY OF GLENPOOL OR ITS RELATED ENTITIES AS THEIR INTEREST MAY APPEAR, MAY RECOVER FROM THE VENDOR THE FULL AMOUNT PAID PURSUANT TO THE PURCHASE ORDER IF THE STATEMENT ADOPTED AND AFFIRMED BY THE VENDOR IS FALSE.

THE VENDOR SHALL FURNISH ITEMIZED INVOICE WHICH STATES THE VENDOR'S NAME AND ADDRESS. A CLEAR DESCRIPTION OF EACH ITEM PURCHASED IT'S PRICE, THE NUMBER OR VOLUME OF EACH ITEM, ITS TOTAL PRICE, THE TOTAL OF THE PURCHASE, AND DATE OF THE PURCHASE.



# INVOICE

**CITY OF GLENPOOL**  
 12205 S. YUKON AVE..  
 GLENPOOL, OK 74033  
 PHONE (918)322-5409

TREASURER  
 GEMS-  
 12205 S YUKON AVE  
 GLENPOOL OK 74033

**Customer Number:** 01-0172  
**Invoice Number:** 09/30/2017  
**Invoice Date:** 11/05/2017  
**Due Date:** 11/15/2017  
**P.O. # :** 18-07781

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
GEMS REIMBURSEMENT SEPT	N/A	MONTH	N/A	7,751.00
<p>89 EMR RUNS @\$84 = \$7,476            \$275 ADMIN FEES</p>				
*****THA NK YOU*****			<b>TOTAL DUE</b>	\$7,751.00

**FY18 GEMS Admin/First Responder Reimbursements  
BLANKET PO 18-07781**

	July	Aug	Sept	Total Runs	@ \$84/run
<b>Total Runs</b>	<b>135</b>	<b>151</b>	<b>122</b>	<b>408</b>	
<b>Fire runs</b>	<b>37</b>	<b>50</b>	<b>33</b>	<b>120</b>	
<b>EMR runs</b>	<b>98</b>	<b>101</b>	<b>89</b>	<b>288</b>	<b>\$ 24,192</b>
<b>EMR Ratio</b>	<b>73%</b>	<b>67%</b>	<b>73%</b>	<b>71%</b>	
<b>Run Rate</b>	<b>\$ 84</b>	<b>\$ 84</b>	<b>\$ 84</b>		
<b>Admin</b>	<b>\$ 275</b>	<b>\$ 275</b>	<b>\$ 275</b>	<b>\$ 825</b>	<b>\$ 825</b>
<b>Overtime</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total</b>	<b>\$ 8,507</b>	<b>\$ 8,759</b>	<b>\$ 7,751</b>	<b>\$ 25,017</b>	<b>\$ 25,017</b>

AMOUNT DUE AUG \$ 7,751.00 Blanket PO 18-07781  
31-6-01-6225

PURCHASE ORDER

CITY OF GLENPOOL, OK

Email invoices: AP@cityofglenpool.com

Subject line must include PO and Vendor name or emails will be rejected  
PURCHASE ORDER # 18-07782 08/07/2017

ISSUED TO: VEND #: 01-001267  
CENTURION HEALTH SYSTEMS,  
MERCY REGIONAL OKLAHOMA  
9106 N. GARNETT RD.  
OWASSO, OK 74055

SHIP TO:  
GEMS  
14566 S. ELWOOD  
GLENPOOL, OK 74033

I HEREBY APPROVE THE ISSUANCE OF THIS PURCHASE ORDER.

I HEREBY CERTIFY THAT THE AMOUNT OF THIS ENCUMBRANCE HAS BEEN  
ENTERED AGAINST THE DESIGNATED APPROPRIATION ACCOUNTS AND THAT  
THIS ENCUMBRANCE IS WITHIN THE AUTHORIZED AVAILABLE BALANCE OF  
SAID APPROPRIATION.

*Julie Costeen*

08/07/2017

PURCHASING OFFICER

DATE

*JM*

08/07/2017

*11/06/17*

ENCUMBERING OFFICER

DATE

UNITS	DESCRIPTION	INV PART NUMBER	REQUEST	G/L ACCOUNT	PROJ	PRICE	AMOUNT
0.00	AMBULANCE SERV 7/1/17-6/30/18 AMBULANCE SERV 7/1/17- 6/30/18		00020348	31 -6-01-6210		0.00	144,000.00 *

*1544 - 12,000.00 cc*

*October 2017*

Partial Payment *12,000.00 cc*

\*\* TOTAL \*\* 144,000.00

\*\*\* APPROVAL FOR PURCHASE \*\*\*

I HEREBY CERTIFY THAT THE MERCHANDISE AND/OR SERVICES DESCRIBED ABOVE HAVE BEEN SATISFACTORILY RECEIVED AND THAT THIS PURCHASE ORDER IS NOW A TRUE AND JUST DEBT OF THIS CITY. THIS PURCHASE ORDER IS APPROVED FOR PAYMENT IN THE AMOUNT INDICATED ABOVE.

*Julie Costeen*

*11/5/17*

OFFICER OR DEPARTMENT HEAD IN CHARGE

DATE

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Mercy Regional Oklahoma

Owasso, OK 74055  
Centurion Health Systems

# Invoice

Date	Invoice #
10/16/2017	1544

Bill To
Glenpool City Accounts Payable 12205 S Yukon Ave Glenpool, Ok 74033

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	ALS Ambulance Subsidy for October	12,000.00	12,000.00

RECEIVED  
OCT 24 2017  
BY AP-FAH: GLENPOOL

Phone #	Fax #
9186095800	918-609-5799

**Total** \$12,000.00

P U R C H A S E O R D E R  
CITY OF GLENPOOL, OK

Email invoices: AP@cityofglenpool.com

Subject line must include PO and Vendor name or emails will be rejected  
PURCHASE ORDER # 18-07928 09/13/2017

ISSUED TO: VENDOR #: 01-001395  
TELEFLEX MEDICAL INC.  
550 E SWEDES FORD ROAD  
SUITE 400  
WAYNE, PA 19087

SHIP TO:  
GLENPOOL FIRE DEPT.  
PUBLIC SAFETY BUILDING  
14536 S. ELWOOD AVE  
GLENPOOL, OK 74033

I HEREBY APPROVE THE ISSUANCE OF THIS PURCHASE ORDER.

*Julie Carsten*

09/13/2017

PURCHASING OFFICER DATE

I HEREBY CERTIFY THAT THE AMOUNT OF THIS ENCUMBRANCE HAS BEEN ENIERED AGAINST THE DESIGNATED APPROPRIATION ACCOUNTS AND THAT THIS ENCUMBRANCE IS WITHIN THE AUTHORIZED AVAILABLE BALANCE OF SAID APPROPRIATION.

*SM*

09/13/2017

*11/06/17*  
DATE

ENCUMBRING OFFICER

UNITS	DESCRIPTION	INV PART NUMBER	REQUEST	G/L ACCOUNT	PROJ	PRICE	AMOUNT
0.00	AirTraq #3 Blades x 2 SHIPPING 15.07 AirTraq #3 blades x 2		00020590	3 #6-01-6202		0.00	159.96 *
							Shipping \$15.07

\*\* TOTAL \*\* 159.96

Revised Total \$175.03

\*\*\* APPROVAL FOR PURCHASE \*\*\*

I HEREBY CERTIFY THAT THE MERCHANDISE AND/OR SERVICES DESCRIBED ABOVE HAVE BEEN SATISFACTORILY RECEIVED AND THAT THIS PURCHASE ORDER IS NOW A TRUE AND JUST DEBT OF THIS CITY. THIS PURCHASE ORDER IS APPROVED FOR PAYMENT IN THE AMOUNT INDICATED ABOVE.

*Julie Carsten*

*11/5/17*

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DATE

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# Teleflex®

3015 Carrington Mill Blvd, Suite 300  
Morrisville, NC 27560  
USA

## Invoice

Number	Date	Page	Due Date
95142046	09/14/2017	Page 1 of 1	10/14/2017
<b>Payer Account No. 2001257</b>			

**Bill To Party**      **Account No. 2001257**



T2 P1 \*\*\*\*\*AUTO\*\*MIXED AADC 275  
##-0001-##-1-273-273-439  
CITY OF GLENPOOL  
12205 SOUTH YUKON AVENUE  
GLENPOOL OK 74033-6635  
USA

**Ship To Party**      **Account No. 2001257**

CITY OF GLENPOOL  
12205 SOUTH YUKON AVENUE  
GLENPOOL, OK 74033-6635  
USA

**Payment Remittance Address:**

Teleflex Medical  
PO Box 601608  
Charlotte, NC 28260-1608

**Wire Transfer Remittance:**

Wells Fargo Bank, NA, Charlotte, NC  
Account No. 2000003325667  
Routing/ABA No. 121000248  
SWIFT Code: WFBUS65

**Overnight Remittance Address:**

Teleflex Medical c/o Wells Fargo Bank, NA  
PO Box 601608  
1525 West W.T. Harris Blvd - 2C2  
Charlotte, NC 28262

Purchase Order Number	Sales Order Number	Order Placed By	Delivery Number	Carrier/Level of Service
91217KD	3676357	Kendall Dikes	8001696380	UPS
Tracking Number	Freight Terms	Incoterms	Payment Terms	Currency
1Z6069230375091902	Pre-pay & Add	FOB ORIGIN	Net 30	USD

Line	Material	Material Description	UOM	Shipped Qty	Back Order Qty	Unit Price	Total
000010	A-011	AIRTRAQ SP - REGULAR SIZE 3 Brand: Rusch Batch Number: I-17032101	CS	2	0	79.98	159.96

<b>Sub-Total</b>	159.96
<b>Freight</b>	15.07
<b>Tax</b>	0.00
<b>Total USD</b>	175.03

The terms on our Acknowledgment and Invoices state Teleflex's entire contract. Teleflex shall not be bound by any different, additional or conflicting terms and conditions contained in Buyer's Purchase Order unless expressly agreed to in writing by Teleflex. Teleflex's Acknowledgment will not hereafter be subject to any change, modification or conflicting language without Teleflex's prior written consent.

Tel 866-246-6990 | Email cs@teleflex.com | www.teleflex.com | EIN: 95-1867330

RECEIVED  
SEP 26 2017  
BY: [Signature]



Order Confirmation		
No.	Date	Page
3676357	09/12/2017	1 of 1

**Sold To Party**      **Account No. 2001257**  
 City of Glenpool  
 12205 South Yukon Avenue  
 Glenpool OK 74033-6635  
 USA

**Ship To Party**      **Account No 2001257**  
 City of Glenpool  
 12205 South Yukon Avenue  
 Glenpool OK 74033-6635  
 USA

Purchase Order No.	Purchase Order Date	Order Placed By	Processed By	Carrier/Level of Service
91217KD	09/12/2017	Kendall Dikes	CLOWE	UPS Ground
Freight Terms	Incoterms	Payment Terms		Currency
Pre-pay & Add	FOB ORIGIN	Net 30		USD

Line	Material	Brand	Material Description	UOM	Order Qty	Shipping Date	Unit Price	Total
10	A-011	Rusch	AIRTRAQ SP - REGULAR SIZE 3	CS	2	09/12/2017	79.98	159.96
<b>Sub-Total</b>								159.96
<b>Total USD</b>								159.96

Comments

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TO: Kendall Dikes  
FROM: Candyce Lowe  
RE:  
DATE: 09/12/2017

RECEIVED  
SEP 12 2017  
BY: [illegible]  
R/M-FIN: [illegible]

## Darrell Colbert

---

**From:** Paul Newton  
**Sent:** Wednesday, September 27, 2017 11:10 AM  
**To:** Darrell Colbert  
**Subject:** RE: Approval for Invoice

Yes sir. Also we have revived the mounting brackets from my ms supply ordered on GEMS.

Sent from my U.S. Cellular® Smartphone

----- Original message -----

From: Darrell Colbert <dcolbert@cityofglenpool.com>  
Date: 9/27/17 10:28 (GMT-06:00)  
To: Paul Newton <pnewton@cityofglenpool.com>  
Subject: Approval for Invoice

I have received the attached invoice 95142046 for \$175.03 from Teleflex. Do you approve this invoice for payment?

Thanks

Darrell Colbert  
Finance/AP/Procurment  
City of Glenpool  
12205 South Yukon  
Glenpool, OK 74033  
Office (918) 209-4633  
Fax (918) 209-4626  
[dcolbert@cityofglenpool.com](mailto:dcolbert@cityofglenpool.com)



PURCHASE ORDER

CITY OF GLENPOOL, OK

Email invoices: AP@cityofglenpool.com

Subject line must include PO and Vendor name or emails will be rejected

PURCHASE ORDER # 18-07944

09/20/2017

ISSUED TO: VENDOR #: 01-001436  
MY EMS SUPPLY  
307 MAIN STREET  
PLYMPTON, MA 02367

SHIP TO:  
GLENPOOL FIRE DEPT.  
PUBLIC SAFETY BUILDING  
14536 S. ELWOOD AVE  
GLENPOOL, OK 74033

I HEREBY APPROVE THE ISSUANCE OF THIS PURCHASE ORDER.

*Julie Carlson*

09/20/2017

\_\_\_\_\_  
PURCHASING OFFICER DATE

I HEREBY CERTIFY THAT THE AMOUNT OF THIS ENCUMBRANCE HAS BEEN ENIERED AGAINST THE DESIGNATED APPROPRIATION ACCOUNTS AND THAT THIS ENCUMBRANCE IS WITHIN THE AUTHORIZED AVAILABLE BALANCE OF SAID APPROPRIATION.

*JM*

09/20/2017

*11/06/17*

\_\_\_\_\_  
ENCUMBERING OFFICER DATE

\*\* TOTAL \*\* 790.00

\*\*\* APPROVAL FOR PURCHASE \*\*\*

I HEREBY CERTIFY THAT THE MERCHANDISE AND/OR SERVICES DESCRIBED ABOVE HAVE BEEN SATISFACTORILY RECEIVED AND THAT THIS PURCHASE ORDER IS NOW A TRUE AND JUST DEBT OF THIS CITY. THIS PURCHASE ORDER IS APPROVED FOR PAYMENT IN THE AMOUNT INDICATED ABOVE.

*Julie Carlson*

*11/5/17*

\_\_\_\_\_  
OFFICER OR DEPARTMENT HEAD IN CHARGE DATE

62 O.S. SECTION 310.9 AND 74 O.S. SECTION 3109, PROVIDES THAT THE VENDOR'S SUBMISSION OF AN INVOICE OR ACCEPTANCE OF PAYMENT PURSUANT TO THIS PURCHASE CONSTITUTES A STATEMENT BY THE VENDOR THAT THE INVOICE OR CLAIM IS TRUE AND CORRECT. THE WORK, SERVICES OR MATERIALS AS SHOWN BY THE INVOICE OR CLAIM HAVE BEEN COMPLETED OR SUPPLIED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, ORDERS OR REQUESTS FURNISHED THE VENDOR, AND THE VENDOR HAS MADE NO PAYMENT, DIRECTLY OR INDIRECTLY, TO ANY ELECTED OFFICIAL, OFFICER OR EMPLOYEE OF THIS STATE OR ANY COUNTY OR POLITICAL SUBDIVISION OF THE STATE OF MONEY OR ANY OTHER THING OF VALUE TO OBTAIN PAYMENT. ANY VENDOR WHO SUBMITS AN INVOICE OR ACCEPTS PAYMENT PURSUANT TO THIS PURCHASE ORDER SHALL BE DEEMED TO ADOPT AND AFFIRM THE STATEMENT CONTAINED IN THIS PURCHASE ORDER UNLESS THE VENDOR STATES ON THE INVOICE THAT THE STATEMENT IS INCORRECT IN WHOLE OR IN PART; AND THE CITY OF GLENPOOL OR ITS RELATED ENTITIES AS THEIR INTEREST MAY APPEAR, MAY RECOVER FROM THE VENDOR THE FULL AMOUNT PAID PURSUANT TO THE PURCHASE ORDER IF THE STATEMENT ADOPTED AND AFFIRMED BY THE VENDOR IS FALSE.

THE VENDOR SHALL FURNISH ITEMIZED INVOICE WHICH STATES THE VENDOR'S NAME AND ADDRESS. A CLEAR DESCRIPTION OF EACH ITEM PURCHASED ITS PRICE, THE NUMBER OR VOLUME OF EACH ITEM, ITS TOTAL PRICE, THE TOTAL OF THE PURCHASE, AND DATE OF THE PURCHASE.



# My EMS Supply

307 Main St  
Plympton, MA 02367

Phone # 781-679-8125  
Fax # 781-679-0138

sales@myemssupply.com  
www.myemssupply.com

# Invoice

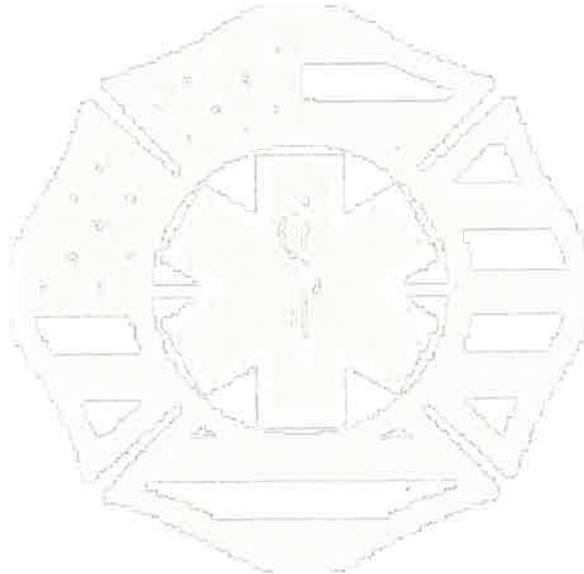
Date	Invoice #
9/21/2017	12015

<b>INVOICE TO:</b>
Glenpool Fire Department Paul Newton 12205 S Yukon Ave Glenpool, OK 74033

<b>SHIP TO:</b>
Glenpool Fire Department Paul Newton 14536 S Elmwood Ave Glenpool, OK 74033

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
18-07944	Net 30	DR	9/21/2017	UPS	MN	

Quantity	Item Code	Description	Price Each	Amount
2	H7000	Swivel Monitor Mount For Physio Control LifePak 12/15 Without Charger	395.00	790.00
1	FREESHIP	Free Ground Shipping - Orders Over \$300 UPS Tracking: 1Z4X7R680353113499 Out-of-state sale, exempt from sales tax	0.00	0.00
			0.00%	0.00
			<b>Total</b>	<b>\$790.00</b>



**RECEIVED**  
**SEP 27 2017**  
 BY: [Signature]

**Darrell Colbert**

---

**From:** Paul Newton  
**Sent:** Wednesday, September 20, 2017 12:48 PM  
**To:** Darrell Colbert  
**Subject:** Fw: My EMS Supply - Everything Public Safety Order Confirmation

Darrell,

Here's the receipt for the order placed on PO#18-07944.

I'll let you know when the items are received.

Thanks again,

Paul

---

**From:** sales@myemssupply.com <sales@myemssupply.com>  
**Sent:** Wednesday, September 20, 2017 12:46 PM  
**To:** Paul Newton  
**Subject:** My EMS Supply - Everything Public Safety Order Confirmation

 <p>My EMS Supply - EMS Medical Supplies and Equipment</p> <p><a href="http://www.myemssupply.com">www.myemssupply.com</a></p> <p>My EMS Supply has everything for your ambulance service or fire based EMS operation. We have name brand products all below list price.</p>	<p>CustomerID# 495</p>
---	----------------------------

Thank you for your order. Your order number is 607, placed 09/20/2017 at 13:45.

**Bill To:**

Paul Newton  
12205 S. Yukon Ave.  
Glenpool, OK 74033

**Ship To:**

Glenpool Fire Department  
Paul Newton  
14536 S. Elwood Ave.

United States  
9183225409  
pnewton@cityofglenpool.com

Glenpool, OK 74033  
United States  
9183222172

**Payment Info:**

**Purchase Order # 18-07944**

**Shipping Method:**

Free Ground Shipping

**Order Details:**

Code	Item	Qty	Price	Grand Total
H7000	NCE Bracket For Physio Control Lifepak 12/15	2	\$395.00	\$790.00
				Subtotal: \$790.00
				Tax: \$0.00
				Shipping Cost: \$0.00
				Grand Total: \$790.00

Thank you for shopping at My EMS Supply - Everything Public Safety!  
Visit us again at <http://www.myemssupply.com/>



## My EMS Supply - EMS Medical Supplies and Equipment

[www.myemssupply.com](http://www.myemssupply.com)

My EMS Supply has everything for your ambulance service or fire based EMS operation. We have name brand products all below list price.



Date: November 14, 2017

To: Honorable Mayor/Chairman and City Council/Trustees

From: Susan White, City Clerk

Re: 2018 Meeting Schedule

Background

Per Oklahoma Open Meetings Act O.S.25 § 311(A)(1), all public bodies shall give notice in writing by December 15 of each calendar year of the schedule of the regularly scheduled meetings for the following year.

Meeting schedules have been prepared separately for City Council meetings, each Trust Authority and GEMS. They are identical to 2017 in frequency and convening time for each public body.

Attached

- 2018 Meeting Calendar

**2018 CALENDAR YEAR  
SCHEDULE OF REGULAR MEETINGS  
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT  
GLENPOOL, OKLAHOMA**

<b>DATE</b>	<b>TIME</b>	<b>PLACE</b>
JANUARY 2, 2018 *	6:00 P.M.	GLENPOOL CITY HALL
FEBRUARY 5, 2018	6:00 P.M.	GLENPOOL CITY HALL
MARCH 5, 2018	6:00 P.M.	GLENPOOL CITY HALL
APRIL 2, 2018	6:00 P.M.	GLENPOOL CITY HALL
MAY 7, 2018	6:00 P.M.	GLENPOOL CITY HALL
JUNE 4, 2018	6:00 P.M.	GLENPOOL CITY HALL
JULY 2, 2018	6:00 P.M.	GLENPOOL CITY HALL
AUGUST 6, 2016	6:00 P.M.	GLENPOOL CITY HALL
SEPTEMBER 4, 2018 *	6:00 P.M.	GLENPOOL CITY HALL
OCTOBER 1, 2016	6:00 P.M.	GLENPOOL CITY HALL
NOVEMBER 13, 2018*	6:00 P.M.	GLENPOOL CITY HALL
DECEMBER 11, 2018*	6:00 P.M.	GLENPOOL CITY HALL

\* Denotes Tuesday Meeting

GLENPOOL CITY HALL, City Council Chambers, 12205 S Yukon Ave., Glenpool Oklahoma

**APPROVED BY:**

MEMBERS OF GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT

12205 S. YUKON

GLENPOOL, OK 74033

918-322-5409

Filed in the office of the City Clerk on the 14<sup>th</sup> day of November 2017

Signed: \_\_\_\_\_