NOTICE
GLENPOOL CITY COUNCIL
MEETING

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on Tuesday, February 18, 2014, at Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave., P.O. Box 70, 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

B. Roll call, declaration of quorum

C. Invocation - Aaron Hunter, Pastor at Extreme Grace Church

D. Pledge of Allegiance

E. Reading of Proclamation - Mayor Ceesay

F. Scheduled Business

1. Discussion and possible action to approve minutes from February 3, and February 10, 2014 meetings.

2. Discussion concerning Plan for Improvement to baseball fields at Morris Park.
(Tommy Carner, Councilor and Tim Isham, Glenpool Baseball League)

3. Discussion and possible action to appoint a representative from Glenpool to The M.e.t. Board of Trustees, filling the vacancy left by David Tillotson.
(Dennis Waller, Interim City Manager)

4. Discussion and possible action to authorize City Manager to attend ICSC in Las Vegas, NV, May 18-20, 2014 and pay all business related expenses; tabled from February 3, 2014 meeting.

5. Discussion and possible action to approve and accept the Storm Water Detention Easement dedication from C. Dewayne and Angela M. Hall.
(Lynn Burrow, Community Development Director)

6. Discussion and possible action to approve and accept the General Storm Sewer Easement dedication from Marty and Anita Gordy-Watkins; tabled from February 3, 2014 meeting.
(Lynn Burrow, Community Development Director)

7. Discussion and possible action to adjourn into Executive Session.
   (Lowell Peterson, City Attorney)

8. Executive Session for the following purpose:

   Discussing a transaction pertaining to the purchase, sale, exchange or appraisal of real property, as authorized by 25 O.S. § 307(D) of the Oklahoma Statutes (the Open Meeting Act).
   (Lowell Peterson, City Attorney)

9. Discussion and possible action to reconvene in Regular Session.
   (Momodou Ceesay, Mayor)

10. Discussion and possible action to adopt Joint Resolution No. 14-02-01, "APPROVING A REAL ESTATE PURCHASE AND EXCHANGE AGREEMENT BETWEEN THE CITY OF GLENPOOL, ACTING BY ITS GLENPOOL INDUSTRIAL TRUST AUTHORITY, AND SHARP MORTGAGE COMPANY PERTAINING TO THE DISPOSITION OF CERTAIN REAL PROPERTY BELONGING TO THE GLENPOOL INDUSTRIAL TRUST AUTHORITY, AUTHORIZING EXECUTION OF SAID AGREEMENT BY THE CITY MANAGER (OR INTERIM CITY MANAGER) ON BEHALF OF THE CITY AND BY THE CHAIRMAN OF THE BOARD OF TRUSTEES ON BEHALF OF THE GLENPOOL INDUSTRIAL TRUST AUTHORITY, AND AUTHORIZING STAFF OF THE CITY AND THE GLENPOOL INDUSTRIAL TRUST AUTHORITY TO UNDERTAKE ALL SUCH INSTRUMENTS, DOCUMENTS AND SUCH OTHER ACTIONS AS NEEDED TO CONCLUDE THE TRANSACITON CONTEMPLATED BY SAID AGREEMENT."
    (Dennis Waller, Interim City Manager)

G. Other Public Comments

H. Chamber of Commerce Report - Jennifer Cook, President

I. City Manager Report - Dennis Waller, Interim

J. Mayor Report - Momodou Ceesay, Mayor

K. Adjournment

This notice and agenda was posted at the Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____, 2014.

Signed:_____
City Clerk

MINUTES
CITY COUNCIL MEETING
February 3, 2014

The Regular Session of the Glenpool City Council was held at 6:00 p.m., Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present were: Momodou Ceesay, Mayor; Alyce Korb, Vice-Mayor; Tim Fox, Councilor; Patricia Agee, Councilor and Tommy Carner, Councilor.

Staff present was: Dennis Waller, Interim City Manager; Lowell Peterson, City Attorney; Susan White, City Clerk; Charles Barnes, Finance Director; Lynn Burrow, Community Development Director and Rick Malone, City Planner.

Citizens who addressed the Council were: Joyce Calvert and Janice Koss.

A. Mayor Ceesay called the meeting to order at 6:00 p.m.

B. Susan White, City Clerk called the roll. Mayor Ceesay declared a quorum present.

C. Jason Yarbrough, First Baptist Church offered the Invocation.

D. Mayor Ceesay led the Pledge of Allegiance.

E. Reading of Proclamation - Mayor Ceesay read a Proclamation designating April 5, 2014 as Northeast Oklahoma Square Dance Association Day.

F. Scheduled Business

1. Discussion and possible action to approve minutes from January 13, and January 23, 2014 meetings.

MOTION: Vice Mayor Korb moved, second by Councilor Carner to approve minutes as presented.
FOR: Councilor Fox; Councilor Agee; Councilor Carner; Vice-Mayor Korb; Mayor Ceesay
AGAINST: None
Motion carried.

2. Discussion and possible action to authorize Councilor Tommy Carner to attend ICSC in Las Vegas, NV, May 18-20, 2014 and pay all business related expenses.

Councilor Carner offered his rationale for attendance at ICSC, stating the city has sent three representatives in the past, and he would like to do his part and accompany the mayor and city manager this year.

Mrs. Joyce Calvert submitted her formal request form to address the Council on this item and was granted the opportunity to offer her comments. She opined that sending more than one person to the conference this year wasn't a good use of taxpayer dollars. She presented other reasons which expressed her disapproval.

MOTION: Councilor Carner moved, second by Vice Mayor Korb to authorize Councilor Carner to attend ICSC in Las Vegas, NV, May 18-20, 2014 and pay all business related expenses.
FOR: Councilor Carner
AGAINST: Councilor Agee; Councilor Fox; Vice-Mayor Korb; Mayor Ceesay
Motion failed.

3. Discussion and possible action to authorize City Manager to attend ICSC in Las Vegas, NV, May 18-20, 2014 and pay all business related expenses.

Dennis Waller, Interim City Manager informed the Council that Mandy Vavrinak with Crossroads Communications suggested that he register to attend since a permanent city manager may not be secured in time to go. He also stated that he has been briefed on everything and was prepared to attend the conference.

Mrs. Joyce Calvert addressed the Council and offered some of the same logic for disapproval as she had previously presented in Item 2.

Council Agee suggested that the council consider tabling action until a permanent city manager is hired.

MOTION: Councilor Agee moved, second by Vice Mayor Korb to table action on Item 3.
FOR: Councilor Carner; Councilor Fox; Councilor Agee; Vice-Mayor Korb; Mayor Ceesay
AGAINST: None.
Motion carried.

4. Discussion and possible action to approve and accept the General Utility Easement dedication from Glenpool Real Estate Investment Partners, L.L.C.

Lynn Burrow, Community Development Director presented exhibits regarding a General Utility Easement dedication from Glenpool Real Estate Investment Partners, L.L.C., and recommended approval.

MOTION: Vice Mayor Korb moved, second by Councilor Agee to approve and accept the General Utility Easement dedication from Glenpool Real Estate Investment Partners, L.L.C.
FOR: Councilor Fox; Councilor Agee; Councilor Carner; Vice Mayor Korb; Mayor Ceesay
AGAINST: None
Motion carried.

5. Discussion and possible action to approve and accept the Temporary Overland Drainage Easement dedication from Glenpool Real Estate Investment Partners, L.L.C.

Lynn Burrow, Community Development Director presented exhibits regarding a Temporary Overland Drainage Easement dedication from Glenpool Real Estate Investment Partners, L.L.C., and recommended approval.

MOTION: Councilor Agee moved, second by Councilor Carner to approve and accept the Temporary Overland Drainage Easement dedication from Glenpool Real Estate Investment Partners, L.L.C.
FOR: Councilor Agee; Councilor Carner; Councilor Fox; Vice Mayor Korb; Mayor Ceesay
AGAINST: None
Motion carried.

6. Discussion and possible action to approve and accept the Utility Easement dedication from East Park Developers, L.L.C.

Lynn Burrow, Community Development Director presented exhibits regarding a Utility Easement dedication from East Park Developers, L.L.C., and recommended approval.

MOTION: Councilor Carner moved, second by Councilor Agee to approve and accept the Utility Easement dedication from East Park Developers, L.L.C.
FOR: Councilor Carner, Councilor Fox, Councilor Agee, Vice Mayor Korb; Mayor Ceesay
AGAINST: None
Motion Carried.

7. Discussion and possible action to approve and accept the General Drainage Easement dedication from East Park Developers, L.L.C.

Lynn Burrow, Community Development Director presented exhibits regarding a General Drainage Easement dedication from East Park Developers, L.L.C., and recommended approval.

MOTION: Councilor Fox moved, second by Councilor Agee to approve and accept the General Drainage Easement dedication from East Park Developers, L.L.C.

FOR: Councilor Fox; Councilor Agee; Councilor Carner; Vice-Mayor Korb; Mayor Ceesay

AGAINST: None

Motion carried.

8. Discussion and possible action to approve and accept the General Utility Easement dedication from East Park Developers, L.L.C.

Lynn Burrow, Community Development Director presented exhibits regarding a General Utility Easement dedication from East Park Developers, L.L.C., and recommended approval.

MOTION: Vice Mayor Korb moved, second by Councilor Fox to approve and accept the General Utility Easement dedication from East Park Developers, L.L.C.

FOR: Councilor Agee; Councilor Carner; Councilor Fox; Vice-Mayor Korb; Mayor Ceesay

AGAINST: None

Motion carried.

9. Discussion and possible action to approve and accept the Temporary Overland Drainage Easement dedication from Phyllis E. and Michael T. Huse.

Lynn Burrow, Community Development Director presented exhibits regarding a Temporary Overland Drainage Easement dedication from Phyllis E. and Michael T. Huse, and recommended approval.

MOTION: Councilor Carner moved, second by Vice Mayor Korb to approve and accept the Temporary Overland Drainage Easement dedication from Phyllis E. and Michael T. Huse.

FOR: Councilor Carner; Councilor Fox; Councilor Agee; Vice-Mayor Korb; Mayor Ceesay

AGAINST: None

Motion carried.

10. Discussion and possible action to approve and accept the General Utility Easement dedication from Michael Huse and Phyllis Huse.

Lynn Burrow, Community Development Director presented exhibits regarding a General Utility Easement dedication from Phyllis E. and Michael T. Huse, and recommended approval.

MOTION: Councilor Carner moved, second by Councilor Agee to approve and accept the General Utility Easement dedication from Phyllis E. and Michael T. Huse.

FOR: Councilor Fox; Councilor Agee; Councilor Carner; Vice-Mayor Korb; Mayor Ceesay

AGAINST: None

Motion carried.

11. Discussion and possible action to approve and accept the Storm Water Detention Easement dedication from Marty and Anita Gordy-Watkins.

MOTION: Councilor Agee moved, second by Vice Mayor Korb to table action on Item 11 due to incorrect identification of individuals in the item.

FOR: Councilor Agee; Councilor Carner; Councilor Fox; Vice-Mayor Korb; Mayor Ceesay

AGAINST: None

Motion carried.

12. Discussion and possible action to approve and accept the Storm Water Detention Easement dedication from Marty and Anita Gordy-Watkins.

Lynn Burrow, Community Development Director presented exhibits regarding a Storm Water Detention Easement dedication from Mary and Anita Gordy-Watkins, and recommended approval.
MOTION: Councilor Agee moved, second by Vice Mayor Korb to table action on Item 12.
FOR: Councilor Carner; Councilor Fox; Councilor Agee; Vice-Mayor Korb; Mayor Ceesay
AGAINST: None
Motion carried.

13. Discussion and possible action to enter into the record of City Council proceedings a formal disavowal of certain public statements made by a member of the Council and request for compliance by such member with Section 15 of the Code of Ethics and Policy Statement for Elected and Appointed Officials of the City of Glenpool, as adopted and amended.

Referring to statements made by Councilor Fox during the January 13, 2014 Council meeting, Councilor Carner stated, "For the record, I disagree with statements that were made." Both Mayor Ceesay and Vice Mayor Korb articulated their gratitude for, and acknowledged the right granted to U.S. citizens to freely express their opinions. Following further discussion Councilor Carner acknowledged that he was satisfied with the opportunity to incorporate his informal statement into the record by means of the minutes and would not insist on a vote, effectually withdrawing his request for action.

G. Other Public Comments

- Janice Koss, Citizen expressed her opinion concerning Item 13 conveying that "valuable council time" had been wasted on the issue, and she felt action should have been taken to vote it down. Mr. Peterson clarified that Councilor Carner had withdrawn his request for action therefore there was nothing to vote on.

H. City Manager Report - Dennis Waller, Interim

- Mr. Waller reported that over the past fourteen days he has had several meetings with Lynn Burrow and a couple of strategizing and goal planning meetings with Mandy Vavrinak.
- He reminded the Council and audience about the upcoming Vision 2020 meeting, scheduled for February 10.
- He updated the Council on the status of the city manager search.
- He has attended several meetings at INCOG.

I. Mayor's Report

- Mayor Ceesay expressed his sympathy for the passing of former Glenpool City Manager Wes Taylor.
- Mayor Ceesay shared his appreciation for the staff and encouraged them to continue the good work, reminding all that the council is diligently working to bring the right city manager to Glenpool.

J. Adjournment

Meeting was adjourned at 7:00 p.m.

_____
Date

_____
Mayor

ATTEST:

_____
City Clerk

GLENPOOL CITY COUNCIL
WORKSHOP
MINUTES

The Glenpool City Council met at 6:00 p.m. on Monday, February 10, 2014, at Glenpool Conference Center, 1st Floor, Exhibit Hall A, 12205 S. Yukon Ave., P.O. Box 70, Glenpool, Oklahoma. City Council present was: Momodou Ceesay, Mayor; Alyce Korb, Vice Mayor; Tim Fox, Councilor; and Patricia Agee, Councilor.

Absent was: Tommy Carner, Councilor

Staff present was: Dennis Waller, Police Chief/Interim City Manager; Rick Malone, City Planner; and Lea Ann Reed, Community Relations and Conference Center Director.

Also present were: Mandy Vavrinak, Crossroads Communications; Members of the Glenpool Chamber of Commerce; various community leaders and members of the general public.

Mandy Vavrinak called the workshop to order at 6:00 p.m.

Discussion Item:

1. **Discussion with Glenpool Chamber of Commerce Board and other community leaders on strategies for crafting a long term vision for Glenpool.**

Attendees participated in round-table discussions regarding visionary strategies for Glenpool's future.

Workshop closed at 8:00 p.m.

_____
Date

_____
Mayor

ATTEST:

_____
City Clerk

MEETING AGENDA
The Metropolitan Environmental Trust Board of Trustees
Thursday, February 6, 2014 – 1:00 p.m.
INCOG's Large Conference Room at Williams
Tower II - Two West Second Street, Suite 800

A. Call to Order

B. Roll Call

C. Consider, Discuss and Take Appropriate Action on the Following Items:

1. **Glenpool Trustee**

2. **Approve Minutes for the Board of Trustees Special Meeting of January 9, 2014**

3. **Report of the Finance Committee**
   a) Consideration to Approve Supplemental Budget Authorizing Appropriation of Additional Revenues as well as the same for FY 13/14 Budget and Approve Budget Report Transfers
   b) Approve Actions of the Finance Committee from the Meetings on February 6, 2014 Including Receipts and Disbursements for the Month of January for FY 13/14

4. **Report of the Management Committee**
   a) Review FY 14/15 Planned Activities
   b) FY 14/15 Budget(s) and Assessments

5. **Report of Household Pollutant Program**
   a) Approve Contract with A-1 Tent Rental for April 5-6, 2014
   b) Review, Award Bid and Approve Contract for Pollutant Contractor

6. **Recycling Depot Program**
   a) December Material & Revenue Report
   b) Baling Center Operations
   c) Update on the Opening for Downtown Recycling Center

7. **Report of Public Relations and Special Events**
   a) Media, Ads, Website
   b) Year in Review
   c) Spring Events Calendar

8. **New Business**

D. Adjourn

*If you require special accommodations, please notify The M.e.t. by February 5, 2014.

Williams Tower One – One West Third Street – Suite 110, Tulsa, OK 74103
Phone 918-584-0584 - Fax 918-584-0594

The Met

THE METROPOLITAN ENVIRONMENTAL TRUST

2013 ANNUAL REVIEW

The Met
The Metropolitan Environmental Trust

OUR MISSION

"The trust shall develop and implement integrated and comprehensive solid waste management systems through the cooperative efforts of participating governments.

The systems shall be environmentally sound, financially feasible, operationally efficient, and shall meet the long-range needs of the beneficiaries."

A LETTER FROM RECYCLE MICHAEL

2013 celebrated our 20th year in operating recycling centers throughout the Tulsa metro area. Now that we have collected millions and millions of bottles, we should raise one to the fine efforts of the hundred plus M.e.t. workers who are there to serve you seven days a week. For the M.e.t., they are truly the ambassadors of recycling.

This was a fun year, but one filled with challenges. We're pleased that the City of Tulsa has implemented a new and more convenient way for citizens to recycle, but it has become a financial shortfall for our collections. As a result, we had to close two of our Tulsa centers. The equipment is being cleaned up and when we open our new downtown center in February of 2014, we feel strongly that our collection totals will rise again.

The best part of 2013 was the changes to our composting education plan, CompostEverything.net. We expanded the program from last year's launch into a multi-week, all out education and awareness effort. It was fun to partner with many garden experts and have truly great education and compost bin sales. As the many communities look for answers for solid waste problems, the M.e.t. stands out for our creativity and partnerships as great solutions.

We also spent a good part of the year promoting a new approach to collecting household hazardous waste. We worked for weeks on a plan to build a permanent building and then took the discussion on the road. We believe we will succeed in achieving this goal in the coming years.

2013 was great. Here's to an even better year in 2014.

Michael Patton, *Executive Director of the M.e.t.*

THE M.E.T. BOARD OF TRUSTEES

BIXBY
Foster Carlock

BROKEN ARROW
Jill Norman

CLAREMORE
Charlene Lawrence

COLLINSVILLE
Phil Stowell

COWETA
Rob Werley

GLENPOOL
David Tillotson

JENKS
Robert Carr

OWASSO
Tim Doyle

SAND SPRINGS
Vernon Smith

CITY OF TULSA
Brett Fidler

TULSA COUNTY
Michael Willis

THE M.E.T. STAFF

EXECUTIVE DIRECTOR
Michael Patton

OFFICE MANAGER
Terrie Hannam

EXECUTIVE ASSISTANT
Gayle Lewis

CREATIVE MEDIA DIRECTOR
Annie Tyndall

FIELD OPERATIONS
Clint Marrs

FIELD OPERATIONS
Paul Martin

FIELD OPERATIONS
Debbie Veale

Friends of the Met

FRIENDS OF THE M.E.T. MISSION STATEMENT

"Friends of the M.e.t., Inc. is a charitable and educational organization that provides support for the promotion, education and operations of the Metropolitan Environmental Trust (the M.e.t.), its member communities and the state of Oklahoma."

FRIENDS OF THE M.E.T. BOARD OF TRUSTEES

PRESIDENT, DIRECTOR
David Tillotson

SECRETARY, DIRECTOR
Robert Carr

DIRECTOR
Michael Patton

DIRECTOR
Craig Thurmond

DIRECTOR
Michael Willis

RECYCLING DROP-OFF CENTERS

BIXBY
211 North Cabannis Avenue
Bixby, OK 74008

BROKEN ARROW
302 North Elm Place
Broken Arrow, OK 74102

CLAREMORE
810 West Ramm Road
Claremore, OK 74017

COLLINSVILLE
306 West Broadway Street
Collinsville, OK 74021

COWETA
12085 South Highway 51
Coweta, OK 74429

GLENPOOL
144th & Fern Street
Glenpool, OK 74033

JENKS
110 North Elm Street
Jenks, OK 74037

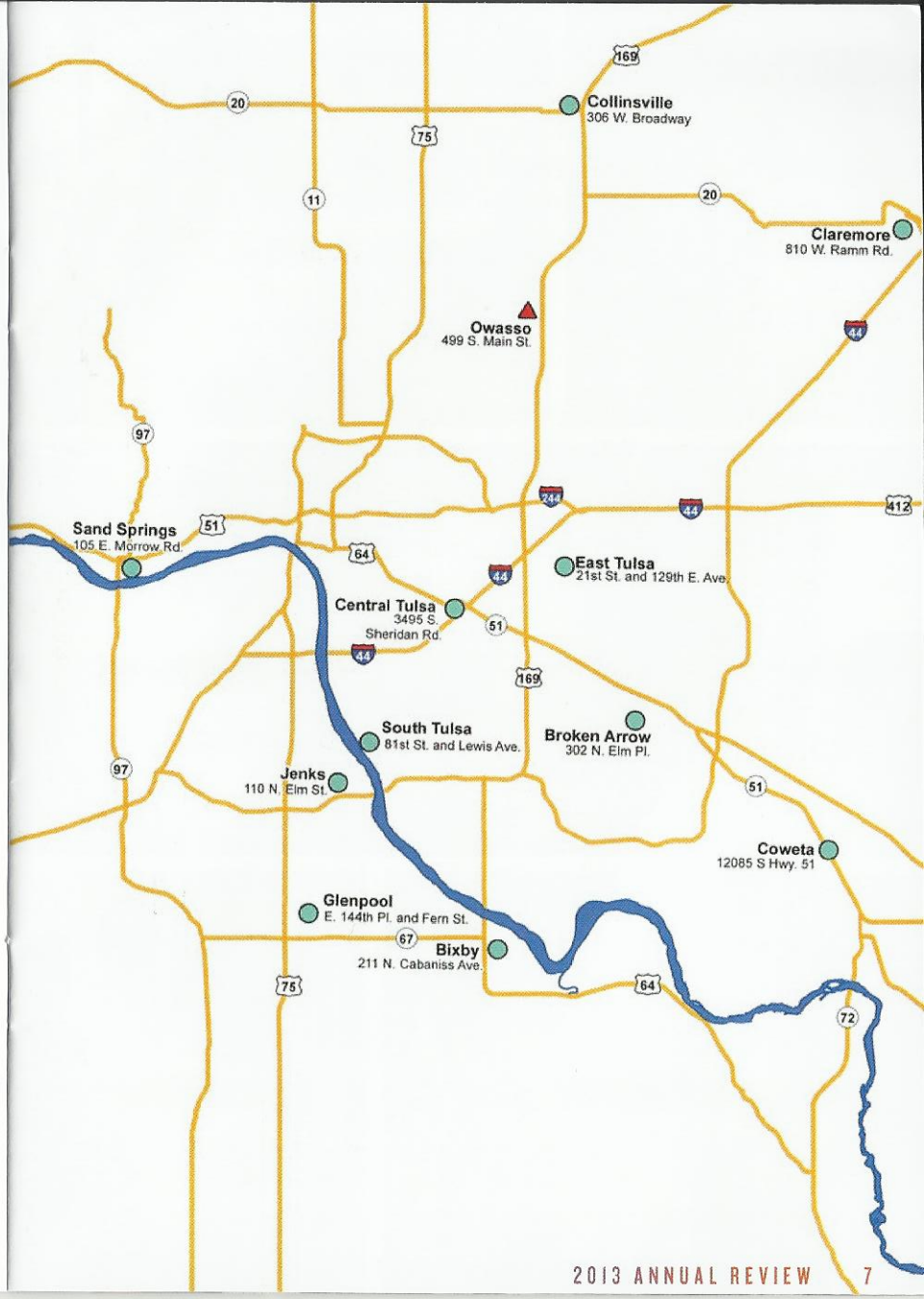
SAND SPRINGS
105 East Morrow Road
Sand Springs, OK 74063

CENTRAL TULSA
3495 South Sheridan Road
Tulsa, OK 74145

EAST TULSA
12466 East 21st Street
Tulsa, OK 74129

SOUTH TULSA
2019 East 81st Street
Tulsa, OK 74137

MAIN OFFICE:
1 West 3rd Street, Suite 110
Tulsa, OK 74103
(Recyclables are not accepted here.)



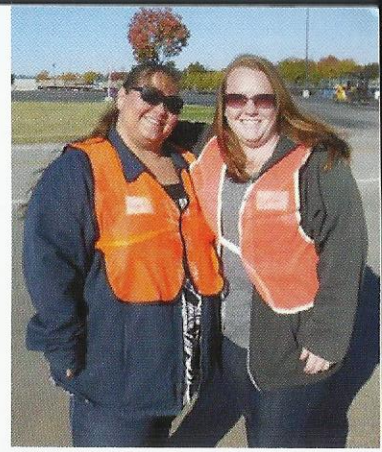
PARTNERSHIPS

This year has been full of partnerships for the M.e.t. This marked our 20th year of providing recycling drop-off services to the Tulsa area and we still haven't stopped making connections, providing opportunities, and making Tulsa a greener city.

2013 has once again been a filled year of making new friends, new opportunities and facing new challenges.

It's exciting to looking back on the last 20 years to see how far we've come. Although we've evolved and grown to now 12 recycling businesses, multiple community events, and more, we have not slowed down in 2013. This year was all about moving forward, adding value, building new connections and more education.

To get an idea of the many things we do in the community, you can take a look at a few of the organizations, businesses, and groups that we've been a part of in 2013: Sustainable Tulsa, Environmental Educators Committee, Tulsa State Fair, Tulsa International Mayfest, Oklahoma Cooperative Extension Service, Tulsa Master Gardeners, Tulsa Garden Center, Cherry Street Farmers' Market, Tulsa Children's Museum, Tulsa Drillers, City of Tulsa, Up With Trees, INCOG, Oklahoma Department of Environmental Quality, Tulsa Community College, and more!



ENVIRO EXPO

Tulsa's official Earth Day Party, Enviro Expo, was held the week before Earth Day, in April. This event creates a unique opportunity for the area's experts on the earth and environment to connect with downtown office workers and businesses. The weather was beautiful and lots of people came out.

We had around 20 booths participate by handing out giveaways, information, and even trees! The afternoon was serenaded by Tulsa's own Vintage Wildflowers, a beautiful blend of Bluegrass, Folk and Celtic music.

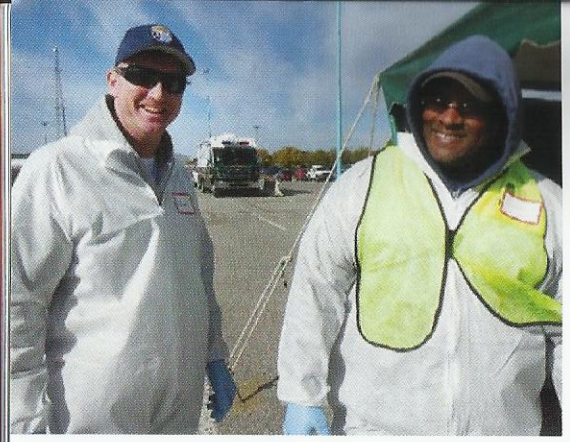
This was our 15th year to host this event in downtown Tulsa. We have to thank our generous sponsors and partners for helping create such a wonderful event: American Waste Control, Inc., Abibowater, Covanta Energy, National Waste & Disposal, Inc., Tulsa Master Recyclers Association, and Up With Trees. We look forward to celebrating the 16th Enviro Expo in April of 2014.

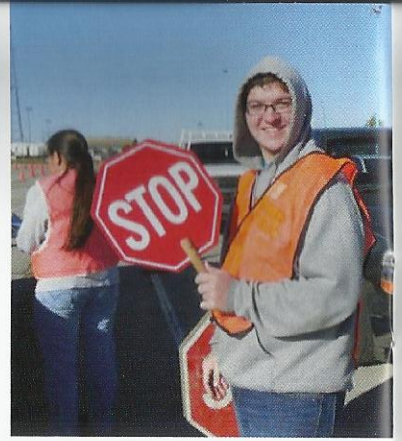
TIRELESS TULSA

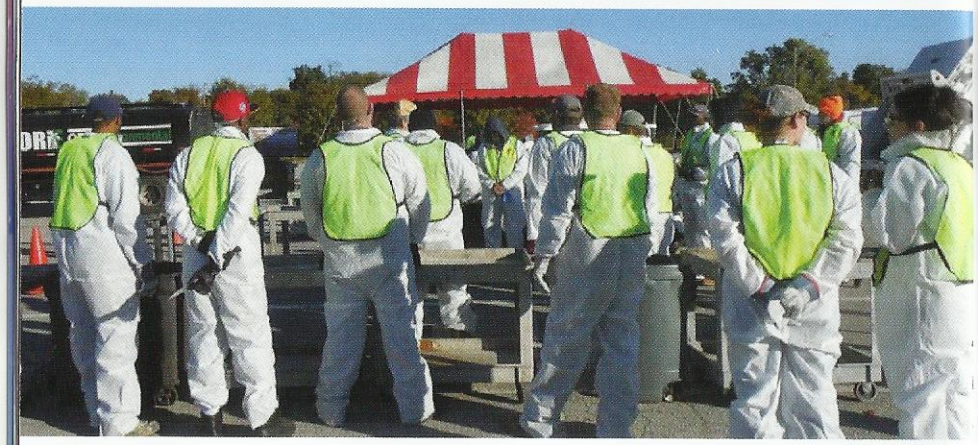
One of the most important events held this year was TireLess Tulsa in July. We collected used and unwanted tires in the Tulsa Community College Northeast Campus parking lot. Tulsa hasn't seen a free collection event of tires in over 10 years. The tires rolled in all day at a pace of over 200 tires per hour.

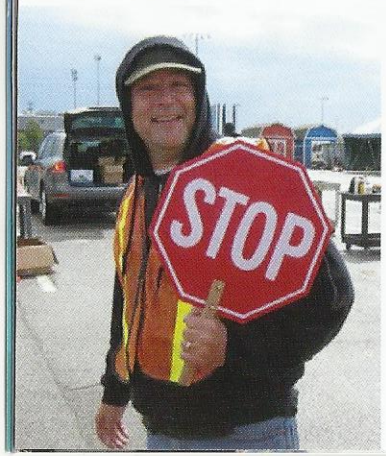
We worked with an Oklahoma tire company, RTR Environmental, which helped us collect the tires to be recycled into fuel. With a truck load of tires collected, we definitely call this event a success!

This event also led to an impressive award from the Oklahoma Department of Environmental Quality. The M.e.t. was awarded an Oklahoma Clean Community Certificate of Recognition. With the tire recycling event, our other environmental collection events, and our recycling drop-off centers, the M.e.t. was acknowledged for all our continuous hard work.









FAIRGROUNDS POLLUTANT COLLECTION

The M.e.t. is tasked to host the Fairgrounds Pollutant Collection event twice a year. Providing the Tulsa area with two free opportunities a year to dispose of household hazardous waste is one of the most important things we do at the M.e.t. We truly believe that with each chemical collected, we are creating a safer and cleaner community.

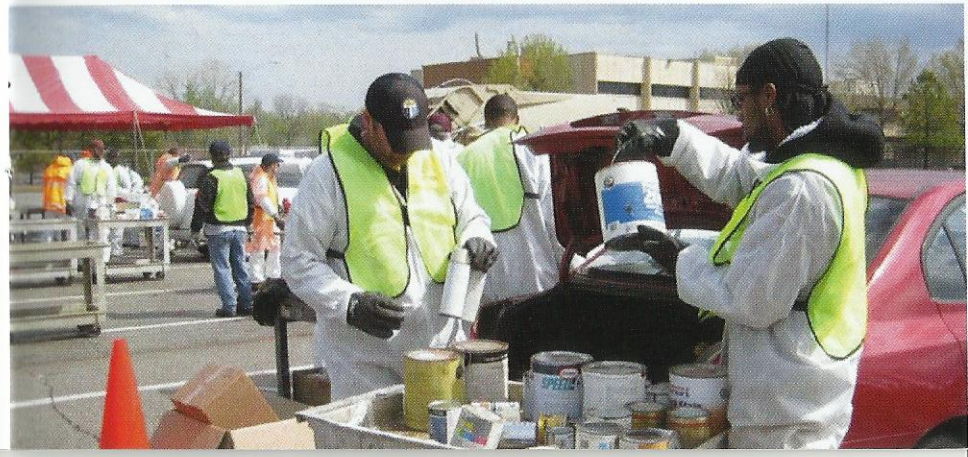
In April, we had one of the biggest events in over five years. In ten hours we saw over 2,500 households bring hazardous chemicals and pollutants to the Fairgrounds. That means we unloaded a car every 14 seconds! We could not have made this event a success without our 200 volunteers and workers. We are happy to know that so many Tulsa area citizens care about their family, friends, community, and environment.

Our fall event saw an average turnout with around 1,600 households dropping off their hazardous waste. As the M.e.t. Executive Director, Michael Patton, says "every chemical we collect is a victory!"

We want to thank everyone who helps out with this event. All of your volunteer hours, planning efforts, and hard work pays off to save the planet.

COLLECTION TOTALS FOR THE FAIRGROUNDS POLLUTANT EVENT

	SPRING	FALL	
AEROSOLS	2414	2452	LBS.
ANTIFREEZE	110	110	GAL.
BATTERIES	4679	2794	LBS.
CORROSIVES	1072	3644	LBS.
FLAMMABLES	13487	7373	LBS.
MEDICATION	1377	260	LBS.
MERCURY DEBRIS	27	41	LBS.
NON-LATEX PAINT	2775	1155	LBS.
OXIDIZERS	607	526	LBS.
PESTICIDES/POISONS	10431	6054	LBS.
USED MOTOR OIL	2521	1500	GAL.
OTHER	13695	7683	LBS.

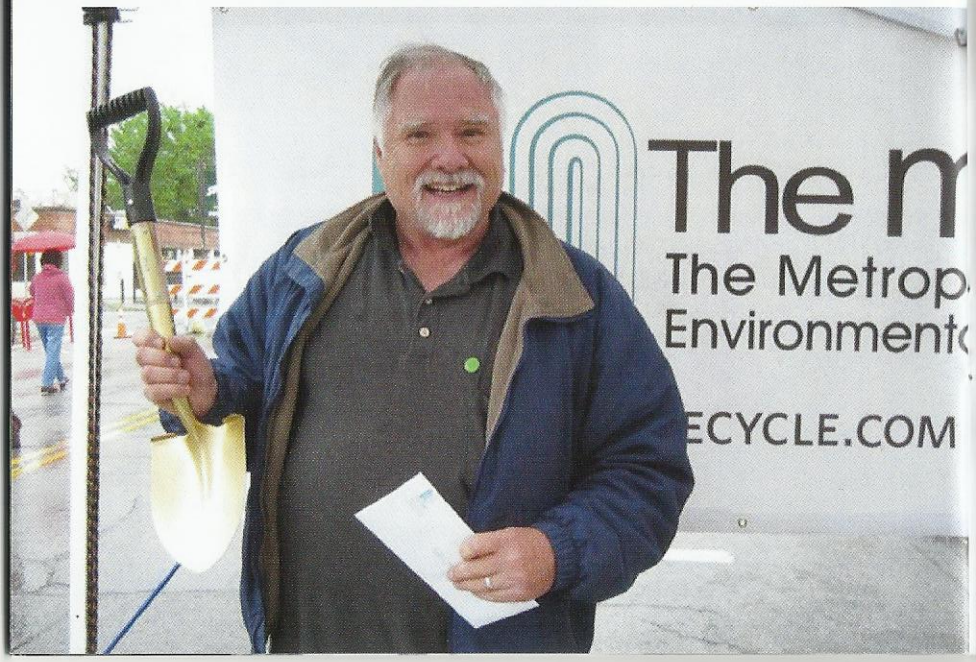


COMPOST CONTEST

Well, has this been the year for compost or what! The M.e.t. always takes on different causes to help the environment and promoting composting is just one of them.

In the spring, we held a great Compost Contest at the Cherry Street Farmers' Market. With the help from the Oklahoma Cooperative Extension Service, Tulsa Master Gardeners, and a few sponsors, we held a stiff competition with Tulsa's dirt experts.

With the contest, we're able to promote composting in a unique way and connect with involved individuals. The participants provided some great dirt that was hard for our judges to evaluate. The Compost Everything team was happy to award our participants with donations from local businesses!



COMPOST DAY - OCTOBER 16

The M.e.t is known for providing lots of composting opportunities throughout the fall. But this year we decided to make a whole day of it: Compost Day. We brought in nationally recognized singer/songwriter, Stan Slaughter, the Eco-Troubadour. He toured Tulsa and performed his great songs on composting, recycling, and the environment.

The day started off with a few local morning shows where Stan performed his catchy tunes. We celebrated at the Guthrie Green during their Food Truck Wednesday's event and then headed to Owasso to educate some middle school students. The day ended at the Tulsa Garden Center with a small crowd enjoying snacks and songs.

Throughout the day, we provided opportunities for citizens to purchase a Garden Gourmet compost bins at the discounted rate of $45. We also handed out educational materials and discussed composting with many citizens.

AMERICA RECYCLES DAY - NOVEMBER 15

Our 13th annual America Recycles Day Banquet was held on Friday, November 15 at the Hyatt Regency in Downtown Tulsa.

With some great sponsors, we made this year's event one to remember. Wonderful recycling heroes were awarded for their great efforts in recycling across the state of Oklahoma! As we continue to grow as a recycling community and state, our honorees are essential to this movement.

Of course we have to thank our sponsors who made this evening possible. Thank You: American Waste Control, Inc., Walmart, Sam's Club, Holly Refining & Marketing – Tulsa, AEP/PSO, Natural Evolution, Inc., Oklahoma Recycling Association (OKRA), National Waste and Disposal, Inc., Republic Services, Inc., AbiBow and Tulsa Beautification Foundation.

2013 AWARD WINNERS:

RECYCLING STUDENT
Kay Sind, *The University of Tulsa*

RECYCLING EDUCATOR
Kenneth Cole, *Clyde Boyd Middle School*

RECYCLING EVENT
Gentlemen of the Road - Guthrie

RECYCLING COMMUNITY
Chickasha

RECYCLING REPORTER
Sarah Terry-Cobo, *The Journal Record*

RECYCLING INNOVATORS
PepsiCo and Kum & Go

RECYCLER OF THE YEAR
Ilda Hershey, *Oklahoma State University*

918-584-0584
METRECYCLE.COM
1 W. 3RD ST., STE. 110
TULSA, OK 74103

MEMORAMDUM

TO: **HONORABLE MAYOR and CITY COUNCIL**

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

RE: **ACCEPTANCE: STORMWATER DETENTION EASEMENT**
DEDICATED BY: C. DEWAYNE & ANGELA M. HALL

DATE: **FEBRUARY 12, 2014**

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a Stormwater Detention Easement, one hundred twenty five feet (125.00') in width and one hundred twenty five (125.00') in length, granted by C. Dewayne Hall and Angela M, Hall and dedicated to the City of Glenpool (the Public). The easement in question is described and illustrated on the attached site plan document which depicts the outer boundary of the property being developed as HSRG RV Storage, generally located north and west of 126th Street and Elwood Avenue. The attached easement grant document and accompanying project site plan illustrate the configuration and physical location of the proposed easement. As noted, the proposed easement is located along the north boundary of and is within the subject project site. The purpose of this easement is to facilitate the construction of a private storm water detention facility necessary to mitigate excessive stormwater discharges from the project site. While the proposed stormwater detention facility is privately owned, the dedication of this easement will afford the City access to the area should the private improvements not be maintained properly in the future.

Recommendation:

At this time, Staff is asking Council consideration and approval to accept this General Utility Easement dedication from Dewayne and Angela Hall.

Attachments:

A. Stormwater Detention Easement
B. Supporting Documents.

STORMWATER DETENTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS

That the undersigned owner of the legal and equitable title to the following described real estate, does hereby dedicate to the city of Glenpool, Oklahoma for public use (subject to easements of record) a perpetual easement on, over, and across the following described property for the purposes of permitting the flow, conveyance, retention, detention and discharge of stormwater runoff from said property.

The North 125.00 feet of the East 125 feet of the following described property:

Part of the SE/4, NE/4 of Section 2, T17N R12E of the I.B.&M., Tulsa County, Oklahoma, more particularly described as follows:

Beginning at a point on the southerly line of said SE/4 NE/4 said point being S88°43'54"W 330 feet from the SE corner thereof; thence continuing S88°43'54"W 30.27 feet: thence N01°10'15"W 730.99 feet; thence S88°43'54"W 301.22 feet; thence N01°10'15"W 593.00 feet; thence N88°44'04"E 331.22 feet; thence S01°10'15"E 1323.87 feet: to the Point of Beginning.

1. Detention, retention and other drainage facilities constructed within said easement area shall be in accordance with standards and specifications approved by the city of Glenpool, Oklahoma.

2. No fence, wall, building, or other obstruction may be placed or maintained in the detention easement area nor shall there by any alteration of the grades or contours in such easement area unless approved by the department of public works of the city of Glenpool.

3. Detention, retention, and other drainage facilities shall be maintained by the owner, to the extent necessary to achieve the intended drainage, retention, and detention functions including repair of appurtenances and removal of obstructions and siltation. Said detention facilities shall be maintained by the Owner in accordance to the following standards:

A. Grass areas shall be mowed (in season) at regular intervals of less than four weeks.

B. Concrete appurtenances shall be maintained in good condition and replaced if damaged.

C. The detention easement area shall be kept free of debris.

4. Landscaping approved by the citiy of Glenpool shall be allowed within detention easement.

5. In the event the Owner should fail to properly maintain the detention, retention, and other drainage facilities or, in the event of the placement of an obstruction within, or the alteration of the grade or contour therein, the city of Glenpool, Oklahoma, or its designated contractor may enter and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the Owner. In the event the Owner fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, the city of Glenpool, Oklahoma, may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against property. A lien established as above provided may be foreclosed by the city of Glenpool, Oklahoma.

To have and to hold such easement unto the public forever.

Dated _____

C. Dwayne Hall

_____

Angela M. Hall

_____

State of Oklahoma
) ss
County of Tulsa

This instrument was acknowledged before me on this _____ day of _____, 2014, by C. Dwayne Hall and Angela M. Hall.

_____
Notary public

My commission expires _____

ACCEPTED BY:

CITY of GLENPOOL
A municipal Corporation

Dated this _____, day of _____, 2014

By: _____
Mayor: Momodou Ceesay

ATTEST:

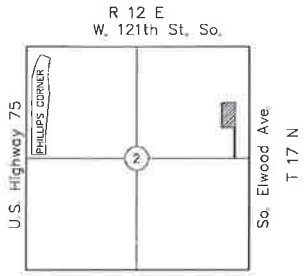
_____
Susan White
City Clerk

APPROVED AS TO FORM:

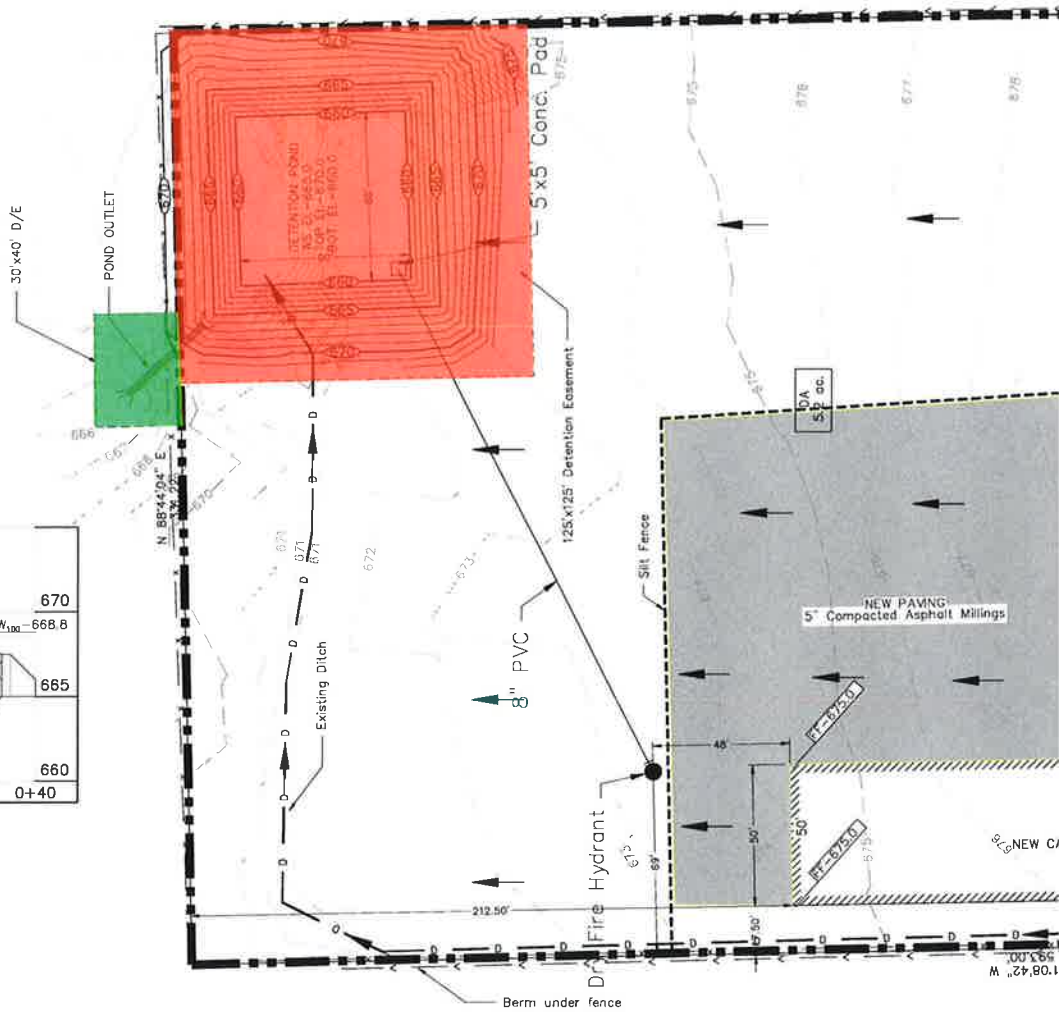
_____
Lowell Peterson
City Attorney

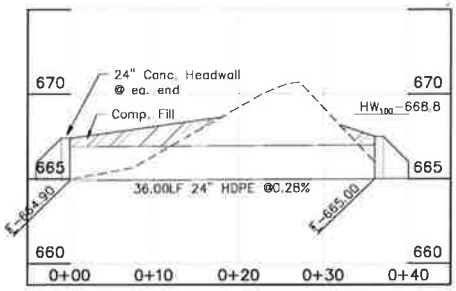
HSRG RV ST

PART OF SE/4 NE/4 SEC. 2, T17N, R12E,



LOCATION MAP

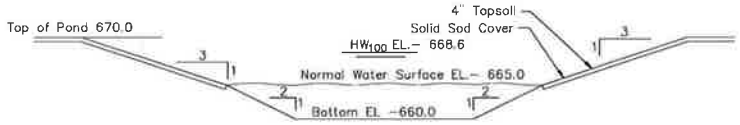




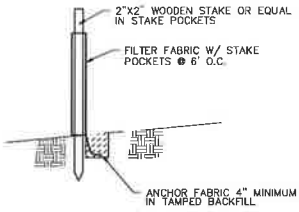
POND OUTLET

LEGEND

- B/L – Building Line
- U/E – Utility Easement
- R.O.W. – Right of Way
- L.N.A. – Limits of No Access
- ACC. – Access
- D/E – Drainage Easement
- Curb
- Manhole
- SSMH Sanitary Sewer Manhole
- STMH Storm Sewer Manhole
- Power Pole
- Guy
- Light Pole
- Storm Inlet
- gm Gas Meter
- wm Water Meter
- Fire Hydrant
- vb Valve Box
- Sign
- T Telephone
- Fence
- Property Corner (5/8" I.P.)
- co Clean Out
- W Water Line
- G Gas Line
- E Electric Line
- SS Sewer Line
- 97.00 Grade Elevation
- Building
- Concrete
- 630 Exist. Contour
- 630 Finish Contour
- 6.0 Finish Grade
- Silt Fence
- Drain Flow
- VA – Van Accessible
- SW/E – Sidewalk Easement
- ST/E – Storm Sewer Easement
- Parking Lot Light
- Monument Sign
- Berm, under Fence



TYPICAL SECTION THRU POND A

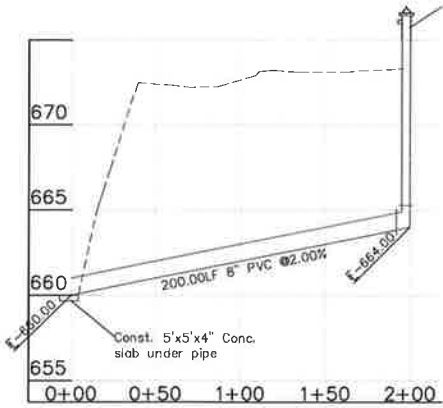


DETAIL
SILT FENCE

EROSION CONTROL

1. The existing stormwater runoff sheet flows across the site to an existing ditch ant pond. the pond will be utilized as a detention pond. This pond will be a wet pond for the watering of livestock. The water storage will also act for sediment storage preventing sediment discharges from the site. the existing pasture will also act as a vegetative buffer restricting sediment flow across the site.

2. All disturbed areas outside of the paved and building areas shall be permanently seeded, sprigged or sodded with fescue or bermuda.



WATERLINE PROFILE

BEFORE YOU DIG... CALL OKIE 1-800-522-6543

MEMORAMDUM

TO: **HONORABLE MAYOR and CITY COUNCIL**

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

RE: **ACCEPTANCE: GENERAL STORM SEWER EASEMENT**
DEDICATED BY: MARTY WATKINS & ANITA GORDY-WATKINS

DATE: **FEBRUARY 12, 2014**

BACKGROUND

This item is for Council consideration and action regarding the acceptance of a General Storm Sewer Easement, thirty feet (30.00') in width and forty feet (40.00') in lenght, granted by Marty Watkins and Anita Gordy-Watkins and dedicated to the City of Glenpool (the Public). The easement in question is described and illustrated on the attached site plan document which depicts the outer boundary of the property being developed as HSRG RV Storage generally located north and west of 126th Street and Elwood Avenue. The attached easement grant document and accompanying project site plan illustrate the configuration and physical location of the proposed easement. As noted, the easement is located along, and contiguous with, the north boundary of the subject project property. The purpose of this easement is to provide the City (the Public) access to the area described and illustrated in the easement grant to accommodate the installation of certain underground storm sewer discharge piping and headwall structures facilitating a storm water detention facility necessary to mitigate stormwater runoff from the project. While the proposed storm sewer piping and structures are considered privately owned improvements, the dedication of this easement will afford the City access to the area should the private improvements not be maintained properly in the future.

Recommendation:

At this time, Staff is asking Council consideration and approval to accept this General Utility Easement dedication from Marty and Anita Gordy-Watkins.

Attachments:

A. General Utility Easement
B. Supporting Documents.

GENERAL STORM SEWER EASEMENT

KNOWN ALL MEN BY THESE PRESENTS:

That the undersigned, _____, (Grantor), the owner of the legal and equitable title of the following described real estate, for and in consideration of the sum of TEN DOLLARS ($10.00), and other good and valuable considerations, the receipt of which is acknowledged, does hereby grant and convey to the Public, an easement through, over and under and across the following described property:

Part of the SE/4, NE/4 of Section 2, T17N R12E of the I.B.&M., Tulsa County, Oklahoma, more particularly described as follows:

Commencing at the Southeast corner of said SE/4 NE/4 ; thence S88°43'54"W 330 feet: thence N01°10'15"W 1323.87 feet; thence S88°44'04"W 100.00 feet to the Point of Beginning; thence continuing S88°44'04"W 40.00 feet; thence N01°15' 56"W 30.00 feet; thence N88°44'04"E 40.00 feet; thence S01°15' 56"E 30.00 feet: to the Point of Beginning.

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

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

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

Dated this _____ day of _____, 2014

By: _____

Name: Mark Watkins
Title: Owner

By: _____

Name: Anita Gordy-Watkins
Title: Owner

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on this _____ day of _____, 2014, by Mark Watkins and Anita Gordy-Watkins.

_____
Name:
Notary Public

My Commission Expires:

_____

ACCEPTED BY:

CITY of GLENPOOL
A municipal Corporation

Dated this: _____, day of _____, 2013

By: _____
Mayor: Momodou Ceesay

ATTEST:

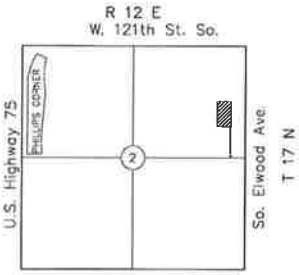
_____
Susan White
City Clerk

APPROVED AS TO FORM:

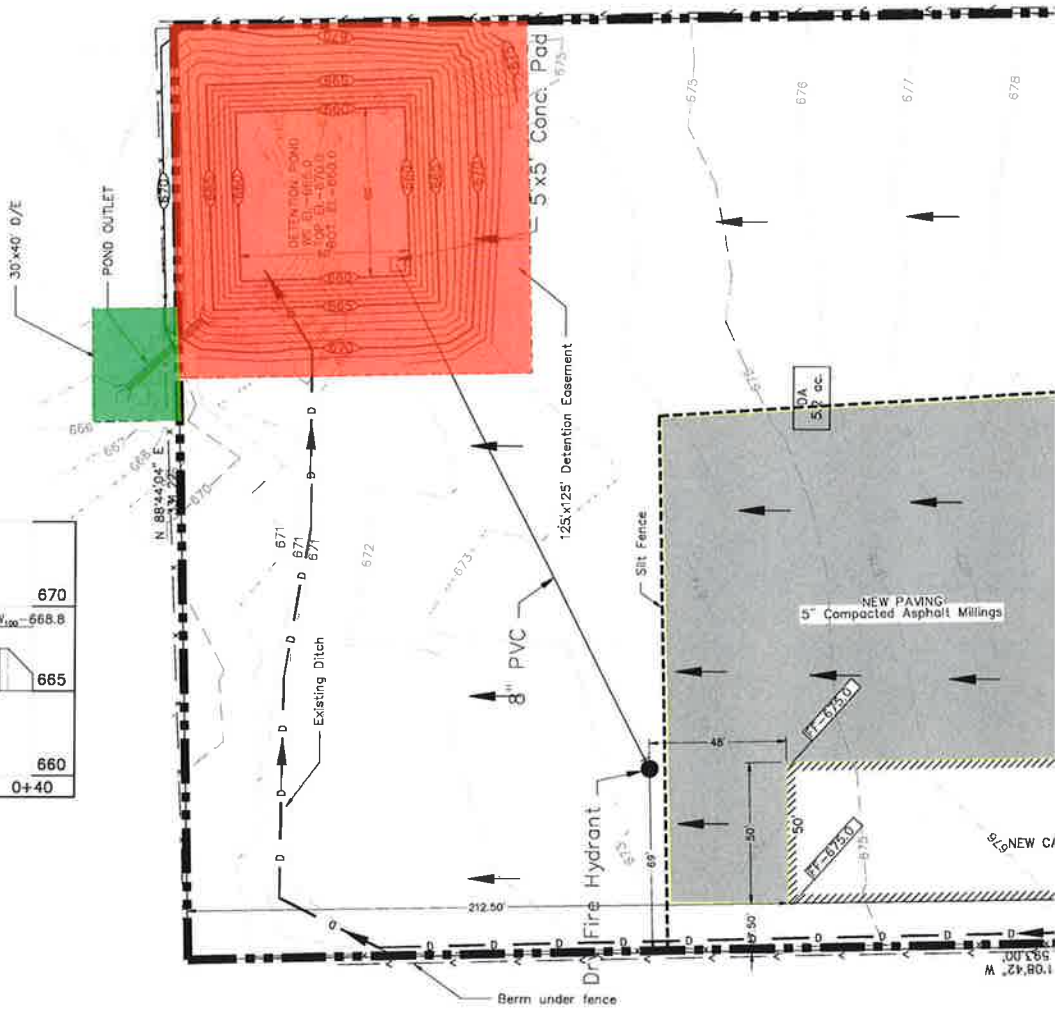
_____
Lowell Peterson
City Attorney

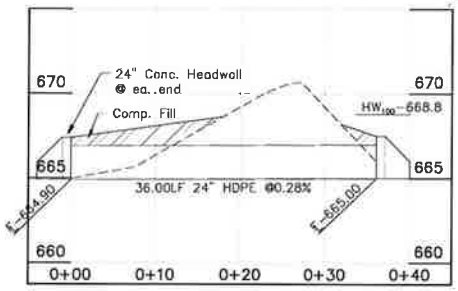
HSRG RV ST

PART OF SE/4 NE/4 SEC. 2, T17N, R12E,



LOCATION MAP

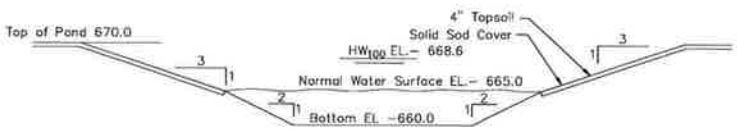




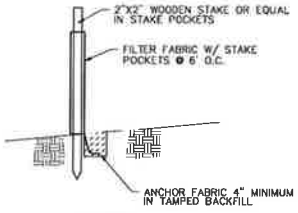
POND OUTLET

LEGEND

B/L – Building Line
U/E – Utility Easement
R.O.W. – Right of Way
L.N.A. – Limits of No Access
ACC – Access
D/E – Drainage Easement
Curb
Manhole
SSMH Sanitary Sewer Manhole
STMH Storm Sewer Manhole
Power Pole
Guy
Light Pole
Storm Inlet
gm Gas Meter
wm Water Meter
Fire Hydrant
vb Valve Box
Sign
Telephone
Fence
Property Corner (3/8" I.P.)
co Clean Out
Water Line
Gas Line
Electric Line
Sewer Line
97.00 Grade Elevation
Building
Concrete
Exist. Contour
Finish Contour
Finish Grade
Silt Fence
Drain Flow
VA – Van Accessible
SW/E – Sidewalk Easement
ST/E – Storm Sewer Easement
Parking Lot Light
Monument Sign
Berm, under Fence



TYPICAL SECTION THRU POND A



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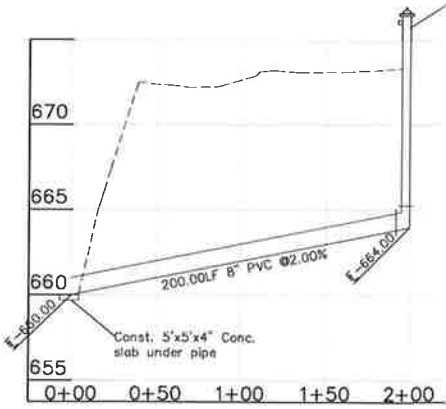

WATERLINE PROFILE

City Of Glenpool
Creating Opportunity

To: Mayor Ceesay and Members of the City Council
Chairman Ceesay and Trustees of the Glenpool Industrial Trust Authority

From: Lowell Peterson, City Attorney

Date: February 18, 2014

Subject: Joint City and Authority Resolution No. 14-02-01 , Authorizing the City and GITA to enter a certain Real Estate Purchase and Exchange Agreement

---

Background:

On March 5, 2010, the Glenpool Industrial Trust Authority ("GITA") purchased 120± acres of real property located at the southeast corner of 161st Street South and Elwood Avenue, in the City of Glenpool to be used for capital improvement purposes, for the purchase price of $1,440,000. This purchase had been approved by Resolution No. 10-02-04, adopted on February 16, 2010. The funds for the purchase price were derived from the issuance of 2008 Glenpool Utility Service Authority Revenue Bonds in the amount of $10,000,000, which funds were restricted under the terms of the trust indenture to capital improvement purposes. The 2008 bonds have been paid in the full amount, so the City is no longer bound by the terms of the trust indenture.

By majority vote of both bodies, on December 16, 2013, the City Council and the GITA Board of Trustees approved, and the City Manager and the Chairman of the Board of Trustees executed, a certain Letter of Intent with Sharp Mortgage Company ("Sharp") approving the sale of an 80-acre portion of the 120-acre parcel and exchange of the remaining 40 acres for 40 acres that belong to Sharp, and authorized the City Manager to negotiate the details of a final agreement for the consummation of the proposed transaction, provided that such final agreement shall be subject to approval by the City Council and the GITA Board of Trustees.

It should also be pointed out that the purchase price to the City for this property came to $12,000 per acre. The price and property exchange offered by Sharp come to $10,000 per acre for 80 acres plus the value of Sharp's 40 acres in exchange for the City's. The Council has requested that an appraisal be conducted of both the City's and Sharp's properties in order to evaluate the benefit of the bargain to the City. (Part of the rationale for taking a loss on the 80 acres is that the prospective value of Sharp's 40 acres would compensate for the difference.)

Discussion of Resolution No. 14-02-01

The City Manager and, in his absence, the City Attorney have negotiated the proposed final Real Estate Purchase and Exchange Agreement in the form attached as an exhibit to the proposed Joint Resolution. I am satisfied that it adheres completely to the terms and conditions of the previously approved Letter of Intent. The purpose of the Resolution is to approve the final Agreement, subject to the following condition that was discussed and requested by members of the Council and the Board, as follows:

It could reasonably be argued that, barring some extenuating circumstance, GITA has a fiduciary duty to the City, and the City to the citizens of Glenpool, to ensure that the foregoing 120-acre property is neither sold nor exchanged for less than fair market value. The Joint Resolution provides that all properties involved in the transaction will be appraised. In the event that the appraised value is greater than the value of the cash and property to be received in exchange, the parties may either negotiate an amended purchase price or cancel the transaction.

Staff Recommendation:

Subject to the stated condition, staff recommends approval of Joint Resolution No. 14-02-01 .

Attachments:

- Joint Resolution No. 14-02-01
- Proposed Real Estate Purchase and Exchange Agreement

JOINT RESOLUTION NO. 14-02-01 OF THE CITY COUNCIL OF GLENPOOL AND THE GLENPOOL INDUSTRIAL TRUST AUTHORITY

APPROVING A REAL ESTATE PURCHASE AND EXCHANGE AGREEMENT BETWEEN THE CITY OF GLENPOOL, ACTING BY ITS GLENPOOL INDUSTRIAL TRUST AUTHORITY, AND SHARP MORTGAGE COMPANY PERTAINING TO THE DISPOSITION OF CERTAIN REAL PROPERTY BELONGING TO THE GLENPOOL INDUSTRIAL TRUST AUTHORITY, AUTHORIZING EXECUTION OF SAID AGREEMENT BY THE CITY MANAGER (OR INTERIM CITY MANAGER) ON BEHALF OF THE CITY AND BY THE CHAIRMAN OF THE BOARD OF TRUSTEES ON BEHALF OF THE GLENPOOL INDUSTRIAL TRUST AUTHORITY, AND AUTHORIZING STAFF OF THE CITY AND THE GLENPOOL INDUSTRIAL TRUST AUTHORITY TO UNDERTAKE ALL SUCH INSTRUMENTS, DOCUMENTS AND SUCH OTHER ACTIONS AS NEEDED TO CONCLUDE THE TRANSACTION CONTEMPLATED BY SAID AGREEMENT

WHEREAS, pursuant to majority vote of the Glenpool Industrial Trust Authority on July 20, 2009, the City Manager, acting for the City as beneficiary of the Glenpool Industrial Trust Authority, was authorized to negotiate a contract for the purchase of 120.355 acres of land located at the southeast corner of 161st and Elwood for the purpose of developing a park, ball field and municipal cemetery (herein referred to as the "City Property"); and

WHEREAS, pursuant to Resolution No. 10-02-04 of the Glenpool Industrial Trust Authority, the Authority was authorized to contract for the purchase of the City Property and to release up to $1,390,000.00 of industrial bond funds for the balance of the purchase price of $1,440,000.00, a good faith escrow deposit of $50,000.00 having already been made; and

WHEREAS, on March 5, 2010, the Glenpool Industrial Trust Authority purchased the City Property for the approved purchase price of $1,440,000.00; and

WHEREAS, by majority vote of both bodies, on December 16, 2013, the City Council and the Glenpool Industrial Trust Authority Board of Trustees approved, and the City Manager and the Chairman of the Board of Trustees executed, a certain Letter of Intent with Sharp Mortgage Company ("Sharp") approving the sale of an 80-acre portion of the 120-acre City Property and exchange of the remaining 40 acres for 40 acres belong to Sharp, and authorized the City Manager to negotiate the details of a final real estate purchase and exchange agreement for the consummation of the proposed transaction, provided that such final agreement shall be subject to approval by the City Council and the GITA Board of Trustees; and

WHEREAS, the foregoing real estate purchase and exchange agreement has been negotiated, drafted and is hereby presented for consideration by the City Council and the Glenpool Industrial Trust Authority Board of Trustees; and

WHEREAS, in addition to such terms as are stated in the proposed real estate purchase and exchange agreement, it is in the best interest of the City of Glenpool and its residents for the parties to stipulate to an appraisal of fair market value as the basis for adjustment of the purchase price stated therein, if necessary.

BE IT THEREFORE RESOLVED by the City Council of the City of Glenpool and the Board of Trustees of the Glenpool Industrial Trust Authority:

§ 1. The Real Estate Purchase and Exchange Agreement between the City of Glenpool, acting by its Glenpool Industrial Trust Authority, and Sharp Mortgage Company, in the form attached hereto and incorporated herein by reference as Exhibit A, pertaining to the disposition of certain real property belonging to the Glenpool Industrial Trust Authority, is hereby approved:

Provided that the terms and conditions of said Agreement shall be and are consistent with the Letter of Intent for Purchase, Sale and Exchange of Real Property that was approved by the City Council and the Glenpool Industrial Trust Authority Board of Trustees, and executed by the City Manager for the City and by the Chairman of the Board of Trustees for the Glenpool Industrial Trust Authority, at their respective regular meetings on December 16, 2013; *and*

Further provided that an appraisal shall be performed as to the fair market value of the 120-acre City Property belonging to the Glenpool Industrial Trust Authority and described as a combination of an 80-acre parcel called Property I and a 40-acre parcel called Property II in said Agreement, by the expiration of the Inspection Period as defined in said Agreement, at the cost of the City; *and*

Further provided that an appraisal shall be performed as to the fair market value of the 40-acre property belonging to Sharp Mortgage Company and described as Property III in said Agreement, by the expiration of the Inspection Period as defined in said Agreement, at the cost of Sharp Mortgage Company; *and*

Further provided that the fair market value of said Property III, together with the Purchase Price for Property I, shall be an aggregate value that is no less than the fair market value for the combined Property I and Property II (the 120-acre City Property); *and*

Further provided that, in the event that the fair market value of said Property III, together with the Purchase Price for Property I, shall be an aggregate value that is less than the fair market value for the combined parcels of Property I and Property II, then the Parties to said Agreement shall have the option to:

(a) Negotiate an amended Purchase Price for Property I to the effect that the fair market value of Property III, together with the amended Purchase Price for Property I, shall be an aggregate value that is no less than the fair market value for the combined Property I and Property II; *or*

(b) Terminate the transaction contemplated by the Real Estate Purchase and Exchange Agreement, cancel said Agreement and declare it void and of no effect, and the amount of any Earnest Money Deposit deposited by Sharp Mortgage Company in anticipation of said transaction, if any, shall be returned in full.

§ 2. The City Manager (or Interim City Manager) and the Chairman of the Board of Trustees, on behalf of the City of Glenpool and the Glenpool Industrial Trust Authority respectively, are hereby authorized to execute said Agreement.

§ 3. The City Manager (or Interim City Manager) and the Chairman of the Board of Trustees, on behalf of the City of Glenpool and the Glenpool Industrial Trust Authority, or their respective designees who are members of the staff of the City of Glenpool or the Glenpool Industrial Trust Authority, are hereby authorized to undertake all such instruments, documents and such other actions as needed to conclude the transactions contemplated by said Agreement.

PASSED AND APPROVED by the City Council of the City of Glenpool and the Glenpool Industrial Trust Authority this 18th day of February 2014.

_____

Momodou Ceesay,
As Mayor of the City and Chairman of the Board of Trustees

ATTEST: [MUNICIPAL SEAL]

_____

Susan White, City Clerk

APPROVED AS TO FORM:

_____

Lowell Peterson, City Attorney

REAL ESTATE PURCHASE AND EXCHANGE AGREEMENT

This REAL ESTATE PURCHASE AND EXCHANGE AGREEMENT (the "**Agreement**") made and entered into effective _____ ___, 2014 ("**Effective Date**") by and between SHARP MORTGAGE COMPANY, an Oklahoma limited partnership ("**SMC**"), and City of Glenpool, an Oklahoma municipal corporation ("**City**"), acting by its INDUSTRIAL TRUST AUTHORITY ("**GITA**") and/or assigns. SMC, City, and GITA are each individually a "**Party**," and are collectively referred to as the "**Parties**," to this Agreement.

AGREEMENT

In consideration of the mutual promises contained below, and other good and valuable consideration, the Parties agree as follows:

1. Definitions. The following terms shall have the meanings given below unless the context requires otherwise.

   a. Receiving Party. The term "**Receiving Party**" with respect to Property I, shall mean SMC; and with respect to Property II and Property III, shall mean the party that is receiving title through the exchange transaction described herein.

   b. Conveying Party. The term "**Conveying Party**" with respect to Property I, shall mean the GITA, acting as agent and benefactor of City, its legal beneficiary; and with respect to Property II and Property III, shall mean the party with ownership of each of Property II and Property III at the time this Agreement is executed and which is conveying ownership through exchange with the respective Receiving Party.

   c. Closing. The term "**Closing**" shall mean the date which is forty-five (45) days after the execution of this Agreement by all Parties ("**Closing Date**"), or such other extended date as may be required for fulfillment of the conditions required under this Agreement, but in no event later than the 15th day of May 2014.

   d. Commitment. The term "**Commitment**" shall mean a written ALTA Commitment for title insurance issued by the Title Company to the respective Receiving Party, in the amount of the Purchase Price of Property I and the fair value of Property II and Property III as determined by the Parties, evidencing the agreement of the Title Company to issue the Title Policy to the respective Receiving Party. The Commitment shall reflect and include, inter alia: (i) that fee simple title to the relevant property is vested in the Conveying Party; (ii) all exceptions to title; (iii) all requirements made by the Title Company, which if not satisfied, shall constitute exceptions to the coverage of the Title Policy; and, (iv) legible photocopies of all documents referred to in the Commitment.

   e. Deed. The term "**Deed**" shall mean a Special Warranty Deed duly executed and acknowledged by the Conveying Party, conveying fee simple title to the relevant property to the Receiving Party, subject only to Permitted Exceptions, in the form of **Exhibit A** attached hereto.

   f. Earnest Money Deposit. The term "**Earnest Money Deposit**" shall mean a sum equal to One Hundred Thousand and no/100 Dollars ($100,000.00) to be deposited with Wilkin / McMurray, PLLC, Clients' Trust Account upon execution of this Agreement by all Parties. All funds on deposit shall be applied to the Purchase Price of Property I upon Closing. Said Earnest Money Deposit shall be refundable to SMC in the event that either Party elects during the Inspection Period to not proceed with the purchase and exchange transactions contemplated by this Agreement.

g. Inspection Period. The term "**Inspection Period**" shall mean the period of time that commences on the date the Agreement is executed and shall expire thirty (30) days after said execution. During this period, if either party elects to not proceed with the acquisition of Property I, this Agreement shall be deemed void and of no effect.

h. Permitted Exceptions. The term "**Permitted Exceptions**" shall mean all matters set forth in the Commitment which the Receiving Party approves in writing pursuant to the terms of this Agreement.

i. Property I. The term "**Property I**" shall mean the certain real estate containing approximately 80 acres m/l and is a portion of a 120 acre tract and located at 161st Street and Elwood Avenue in Glenpool, Tulsa County, Oklahoma. Property I being more specifically described on **Exhibit B**, attached hereto, includes:

(i) the surface together with all of the Conveying Party's right, title, interest and estate in and to oil, gas and other minerals in and under Property I not previously reserved or conveyed of record; and

(ii) any buildings, structures and improvements in, upon and under Property I; and,

(iii) all of the appurtenances belonging to Property I and all of Conveying Party's right, title and interest in and to all streets, alleys and other public or private ways adjacent thereto, before or after vacation thereof.

(iv) Option. With respect to Property I, SMC, or any successor to SMC, grants an exclusive option to the Conveying Party to receive back a re-conveyance in the form of a donation from SMC no more than two (2) acres m/l as described on **Exhibit B** at no cost to the Conveying Party ("**Donated Property**"); provided however, SMC's obligation to re-convey the Donated Property is contingent upon and subject to the requirement that City promises expressly within the corresponding instrument of re-conveyance issued by SMC to the Conveying Party to use the donated property exclusively for the purpose of constructing an auxiliary fire station.

j. Property II. The term "**Property II**" shall mean the certain real estate containing approximately 40 acres m/l, and is a portion of a 120 acre tract owned by GITA, and located at 161st Street and Elwood Avenue in Glenpool, Tulsa County, Oklahoma. Property II, being more specifically described on **Exhibit C**, attached hereto, includes:

(i) the surface together with all of the Conveying Party's right, title, interest and estate in and to oil, gas and other minerals in and under Property II not previously reserved or conveyed of record; and

(v) any buildings, structures and improvements in, upon and under Property II; and,

(vi) all of the appurtenances belonging to Property II and all of Conveying Party's right, title and interest in and to all streets, alleys and other public or private ways adjacent thereto, before or after vacation thereof.

k. Property III. The term "**Property III**" shall mean the certain real estate containing approximately 40 acres m/l, owned by SMC and located in Glenpool, Tulsa County, Oklahoma. Property III, being more specifically described on **Exhibit D**, attached hereto, includes:

(i) the surface together with all of the Conveying Party's right, title, interest and estate in and to oil, gas and other minerals in and under Property III not previously reserved or conveyed of record; and

(ii) any buildings, structures and improvements in, upon and under Property III; and,

(iii) all of the appurtenances belonging to Property III and all of Conveying Party's right, title and interest in and to all streets, alleys and other public or private ways adjacent thereto, before or after vacation thereof.

l. Affiliates. The term "**Affiliates**" means, (i) any officer, director, trustee, partner, member, manager or employee of any Party; (ii) any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control of or by either Party; or (iii) any officer, director, trustee, partner, member, manager, employee or holder of the outstanding voting securities of any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with the Parties. As used in the preceding sentence, the term "control" of any Party shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Party, whether through the ownership of voting securities or by contract or otherwise.

m. Conveying Party's Knowledge. The term "**Conveying Party's Knowledge**" shall mean the actual knowledge of any Conveying Party, or any of its Affiliates, after reasonable investigation.

n. Title Company. The term "**Title Company**" shall mean Guaranty Abstract & Title Company, with communications made to the attention of Arlene Phillips, or her designee or successor.

o. Title Policy. The term "**Title Policy**" shall mean a current ALTA Owner's Policy of Title Insurance, issued by the Title Company to the Receiving Party in the amount of the Purchase Price of Property I and the fair value of each of Property II and Property III as determined by the Parties, insuring that the Receiving Party has fee simple title, subject only to the Permitted Exceptions.

2. Purchase and Sale of Property. GITA agrees to sell, and SMC agrees to purchase, Property I under the terms described in this Agreement, for a purchase price of eight hundred thousand and no/100 dollars ($800,000.00) ("**Purchase Price**") which is due and payable at Closing, *provided that* an appraisal shall be performed as to the fair market value of the entire 120-acre tract (incorporating Property I and Property II) belonging to GITA, at GITA's cost, before the end of the Inspection Period; *and further provided that* an appraisal shall be performed as to the fair market value of the 40-acre property (Property III) belonging to SMC, at SMC's cost, before the end of the Inspection Period; *and further provided that* the fair market value of said Property III, together with the Purchase Price for Property I, shall be an aggregate value that is no less than the fair market value for the combined Property I and Property II; *and further provided that,* in the event that the fair market value of said Property III, together with the Purchase Price for Property I, shall be an aggregate value that is less than the fair market value for the combined parcels of Property I and Property II, then the Parties to said Agreement shall have the option to:

a. Negotiate an amended Purchase Price for Property I to the effect that the fair market value of Property III, together with the amended Purchase Price for Property I, shall be an aggregate value that is no less than the fair market value for the combined Property I and Property II; *or*

b. Terminate the transaction contemplated by the Real Estate Purchase and Exchange Agreement, cancel said Agreement and declare it void and of no effect, and the amount of any Earnest Money Deposit deposited by Sharp Mortgage Company in anticipation of said transaction, if any, shall be returned in full.

3. Exchange of Property. GITA agrees to convey Property II and SMC agree to accept Property II under the terms described in this Agreement. As consideration for said conveyance, SMC agrees to convey Property III and City/GITA agrees to accept Property III under the terms described in this Agreement.

4. Deliveries at or Before Closing.

a. At Closing, as a condition precedent to either Receiving Party's obligations hereunder, the Conveying Party shall:

(i) Execute and deliver the applicable Deed to the Receiving Party;

(ii) Deliver to the Receiving Party the abstract of title covering the property being conveyed;

(iii) Execute and deliver to the Receiving Party and the Title Company an Affidavit, in a form and content reasonably acceptable to the Receiving Party and the Title Company, evidencing that all sums for labor and/or materials performed and/or furnished to the property being conveyed have been paid in full and that there is nothing from which a materialmen's or mechanic's lien could arise;

(iv) Cause the Title Company to issue an updated Commitment as approved pursuant to Section 8 herein;

(v) Deliver evidence satisfactory to the Receiving Party that all leases affecting the property being conveyed, if any, have been validly terminated and that all tenants occupying any portion of the property being conveyed shall be legally obligated to vacate the property being conveyed within 5 days of the Closing Date.

(vi) Execute and/or deliver any and all other instruments, assignments, documents, payments, and conveyances reasonably necessary to effectuate the terms of this Agreement.

b. At Closing, as a condition precedent to the Conveying Party's obligations hereunder, the Receiving Party shall:

(i) Deliver the Purchase Price and/or other documents necessary to effectuate the exchange transactions contemplated by this Agreement to the Receiving Party; and

(ii) Execute and/or deliver any and all other instruments, assignments, documents and conveyances reasonably necessary to effectuate the terms of this Agreement.

5. Closing Costs. Closing costs and other expenses incidental to this Agreement shall be paid as follows:

a. All costs regarding documentary stamps as a result of the transactions contemplated by this Agreement shall be paid by the Conveying Party;

b. All costs regarding abstracting shall be borne by the respective Conveying Party for each separate property being conveyed;

c. The fee, if any, charged by the Title Company for the Closing shall be shared equally by the Receiving Party and the Conveying Party;

d. All costs for the Title Commitment shall be paid by the Conveying Party;

e. All costs related to inspections of any of the properties which are the subject of this Agreement shall be the sole responsibility of the Party conducting the inspection(s);

f. The costs related to the ALTA extended coverage under the Title Policy (including the premium for such policy, the attorneys fees for examination of the abstract and all abstracting costs) shall be paid by the Receiving Party;

g Each party shall bear and pay their own respective attorneys' fees and other costs not herein enumerated incurred by each Party with respect to this transaction;

h. General *ad valorem* taxes and assessments for the calendar year of Closing shall be prorated to the Closing, with the Conveying Party paying taxes through the date of Closing. If such proration is based upon information for any year other than the year in which the Closing occurs or if the same is determined prior to the time that the property has become a separate taxable parcel or tract, the Parties shall re-prorate such taxes and assessments within thirty (30) days after such information becomes available, and any appropriate adjustments shall be made in cash; and

i. Any additional costs related to the Closing shall be assessed to Conveying Party and/or Receiving Party in a typical fashion for buyers and sellers, respectively, and based on standard real estate industry practices.

6. Possession. The respective Receiving Party will be entitled to possession of the property being conveyed to it at Closing.

7. Receiving Party's Inspection. Access to the property being conveyed, leases, structures, soils, environmental (Phase I Report, such reports to be certified to the Receiving Party at Closing) and engineering reports, surveys, and like information, if any, will be provided by the Conveying Party to the Receiving Party during the Inspection Period. In the event that either Party elects, for any reason, not to proceed with acquisition and exchange of Property I, Property II and/or Property III and notifies the other Party in writing during, or prior to the expiration of the Inspection Period, the Earnest Money Deposit being held shall be returned to SMC.

a. Conveying Party's Inspection Period Deliveries. Conveying Party will deliver to the Receiving Party the following items, to the extent they exist and are in the Conveying Party's possession, within fifteen (15) days from the Effective Date:

(i) Copies of *ad valorem* tax statements for the property being conveyed for the last calendar year;

(ii) Copies of any environmental reports, audits, studies or tests regarding the property being conveyed which the Conveying Party has in its possession, if any;

(iii) Copies of all licenses, permits and approvals relating to the property being conveyed and the use thereof;

(iv) Any notices, reports, orders, citations, correspondence or memoranda received by the Conveying Party from any governmental agency, unit, division or department concerning the property being conveyed and the use thereof;

(v) Copies of all surveys relating to the property being conveyed and/or its development which the Conveying Party has in its possession, if any;

(vi) All contracts, leases, subcontracts or other agreements, utility service agreements, flood water control or retention documents relating to the property being conveyed and/or its development which the Conveying Party has in its possession;

(vii) Copies of all contracts or other documents related to any intangible or tangible personal property owned by Conveying Party and located on the property being conveyed or used in the ownership, operation and maintenance of the property being conveyed ; and

(viii) Copies of any title insurance policies covering the property being conveyed which the Conveying Party has in its possession.

b. Other Documents / Things. During the Inspection Period, the Conveying Party shall provide copies of all other documents or tangible things in its possession which are reasonably requested by the Receiving Party in relation to the Receiving Party's investigation and evaluation of the property being conveyed.

c. Inspections and Tests. Each Receiving Party shall have the right during the Inspection Period to examine, analyze, review, inspect, and secure reports, examinations, tests, etc., at the Receiving Party's sole cost and expense, with regard to any and all aspects of the property being conveyed deemed necessary by the Receiving Party.

d. Access. Each Conveying Party shall give the respective Receiving Party, and Receiving Party's agents and representatives, access to the property being conveyed during normal business hours at all times prior to Closing, after the Receiving Party has provided the Conveying Party with 24 hour notice prior to such inspection. Receiving Party and its agents and representatives shall have the right to physically inspect the the property being conveyed and to conduct any test or other inspection deemed necessary by the Receiving Party. The Receiving Party shall repair any physical damage done to the property being conveyed by the Receiving Party or its agents and representatives and shall indemnify, defend and hold the Conveying Party harmless from and against any and all mechanic's liens that may be filed against the property being conveyed or Conveying Party by Receiving Party's agents or representatives performing such inspections for the Receiving Party and from any liability arising out of such entry by the Receiving Party or its agents and representatives.

8. Title Conditions. This Agreement, and each Receiving Party's obligation to perform hereunder, is conditioned upon and subject to Conveying Party delivering to Receiving Party within twenty (20) days after the Effective Date, the Commitment for the property being conveyed. Receiving Party shall then have ten (10) days after receipt of the Commitment within which to examine the same and to approve or object to the Commitment in writing ("**Title Approval Period**"). All title exceptions, survey or other title matters which Receiving Party approves in writing shall be deemed to be Permitted Exceptions. No matter shall constitute a valid objection to title unless it is so construed under the Title Examination Standards of the Oklahoma Bar Association. Any title matter not objected to in writing by Receiving Party during the Title Approval Period shall also be deemed to be a Permitted Exception. If

Receiving Party makes any timely written objections within the Title Approval Period to the Commitment, then Conveying Party shall advise Receiving Party in writing, within five (5) days after receipt of the objections if the Conveying Party is unwilling or unable to cure all the objections ("**Conveying Party's Cure Notice**"). The Conveying Party's Cure Notice shall specify which objections Conveying Party is unable or unwilling to cure. All objections not specified in the Conveying Party's Cure Notice shall be deemed curable by Conveying Party and Conveying Party shall cure all such objections, at its sole cost and expense, at or prior to Closing. In the event that the Conveying Party's Cure Notice states that Conveying Party is unable or unwilling to cure all the objections, then Receiving Party, in its sole discretion, to be exercised in writing within five (5) days of receipt of the Conveying Party's Cure Notice, shall be entitled to terminate this Agreement and the rights and liabilities of the Parties hereto shall cease and the Earnest Money Deposit, escrowed with Escrow Agent, shall be returned to SMC, or Receiving Party shall be entitled, in its sole discretion, to waive the objections and to proceed to consummate the transaction, in which event the objections set forth in the Conveying Party's Cure Notice shall be deemed to be Permitted Exceptions. If Receiving Party fails to make the written election within the five (5) day time period, Receiving Party shall be deemed to have elected to terminate this Agreement.

9. Additional Closing Conditions. The following requirements also must be fulfilled in order for Closing to occur:

a. All the representations and warranties made by the Parties in this Agreement shall be true in all material respects as of the date of this Agreement and as of the date of Closing, and Closing of this Agreement carries with it the same force and effect as though those representations and warranties had been made as of the date of Closing. Further, each Party, by executing this Agreement, acknowledge they are not aware of any misrepresentations or breaches of warranties by the other Party as of Closing.

b. All mortgages and liens affecting each of Property I, Property II and Property III, if any, shall be terminated and released at or before Closing.

c. In the event that the Closing does not occur by May 15, 2014, for any reason, then this Agreement shall automatically terminate, SMC shall be entitled to return of the Earnest Money Deposit and the Parties shall have no further obligations to each other hereunder.

10. Default. The following provisions shall be applicable in the event of a default under the terms and conditions of this Agreement:

a. Conveying Party's Remedies. In the event of a material default under the terms and conditions of this Agreement by Receiving Party relating to Property I, the Conveying Party shall, as its sole and exclusive remedy, be entitled to terminate this Agreement and receive the Earnest Money Deposit from the Escrow Agent, as liquidated damages for Receiving Party's default. Conveying Party hereby specifically waives the right of specific performance and all rights to recover any other monetary damages it may have as a result of any breach of this Agreement by Receiving Party. Provided, however, Receiving Party shall not be deemed to be in default hereunder unless and until Conveying Party provides Receiving Party with notice in writing specifying the default and Receiving Party fails to cure the default specified in the notice within five (5) days after receipt of the notice.

b. Receiving Party's Remedies. In the event of a material default under the terms and conditions of this Agreement by Conveying Party, Receiving Party may seek and enforce the remedy of specific performance. Or, in the alternative, with respect to Property I, Receiving Party may terminate this Agreement and receive a prompt refund of the Earnest Money Deposit, plus $5,000.00 from the Conveying

Party, as liquidated damages and not as a penalty, to compensate Receiving Party for the legal and administrative and abstracting expenses incurred in connection with this Agreement and the lost opportunity cost Receiving Party has incurred as a result of Conveying Party's default. The Parties stipulate and agree that it would be difficult if not impossible to determine the actual losses incurred by either Receiving Party as a result of the respective Conveying Party's default and that the liquidated damages payable hereunder are a reasonable estimate of the probable losses Receiving Party may incur.

11. Representations and Warranties of Conveying Party. The following apply to each of the Parties with respect to the parcel for with they are acting as Conveying Party. For each such instance, each represents and warrants to Receiving Party that:

a. Title. To Conveying Party's Knowledge, Conveying Party has fee-simple title to the property being conveyed and it is free and clear from any liens or encumbrances of any sort whatsoever except the Permitted Exceptions and those liens that will be released at or prior to Closing and there are no existing or pending litigation, claims, condemnations or sales in lieu thereof, with respect to any aspect of the property being conveyed nor, to the knowledge of Conveying Party, have any such actions, suits, proceedings or claims been threatened or asserted.

b. Unpaid Bills and Claims. To Conveying Party's Knowledge, there are no unpaid bills or claims in connection with the construction of or any repairs to the property being conveyed nor shall there be on the date of Closing.

c. Bankruptcy, Assignments for the Benefit of Creditors, etc. To Conveying Party's Knowledge, there are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws pending against the Conveying Party or the property being conveyed, or contemplated by the Conveying Party, and to the knowledge of the Conveying Party, no such actions have been threatened.

d. No Options. To Conveying Party's Knowledge, no person, firm or corporation or other entity has any right or option to acquire the property being conveyed, or any part thereof, from the Conveying Party.

e. Mechanics' or Materialmens' Liens. The Conveying Party shall satisfy any and all claims for mechanics' or materialmens' liens against the property being conveyed, caused by Conveying Party or its agents, or any part thereof on or prior to Closing, and shall indemnify and hold harmless and protect the property being conveyed from any and all loss from such claims; provided, however, Conveying Party shall have the right to contest any such claims so long as a bond is posted by the Conveying Party and/or other procedures reasonably acceptable to the Receiving Party are followed in order to protect the property being conveyed.

f. Authorization. The execution, delivery, and performance of this Agreement is a valid and legally binding obligation of the Conveying Party, enforceable in accordance with its terms.

g. No Conflicting Agreements. The execution and performance of this Agreement will not, to Conveying Party's Knowledge, result in a breach or default of any material agreement, instrument, order, judgment, or decree to which the Conveying Party is a party and which relates to the business or operations of the Conveying Party or by which the property being conveyed is bound. Nor, to Conveying Party's Knowledge, will execution and performance of this Agreement violate any provision of any applicable law which materially affects the property being conveyed or business or operations of the Conveying Party.

h. Consents. No other consent, to Conveying Party's Knowledge, is required from any court, governmental entity, or other person in connection with the execution and performance of this Agreement except those consents and approvals described in this Agreement.

i. Title to the Property. Conveying Party will convey marketable title to each property being conveyed at Closing, free of all claims, except as otherwise stated in this Agreement.

j. Pending or Threatened Litigation, Judgment, or Claims. There is, to Conveying Party's Knowledge, no pending or threatened litigation, suit, action, judgment, arbitration, or legal, administrative, or other proceeding or governmental investigation against or affecting the Conveying Party or the property being conveyed. Conveying Party is not aware of violations of any zoning, building, fire, health, or other codes or governmental requirements related to the property being conveyed.

12. Representations and Warranties of Receiving Party. The following apply to each of the Parties with respect to the parcel for with they are acting as Receiving Party. For each such instance, each represents and warrants to Conveying Party that:

a. Organization, Standing, and Power. Receiving Party holds the designation as specified in the opening paragraph and possesses all requisite power and authority to consummate the transactions contemplated by this Agreement.

b. Authorization. The execution, delivery, and performance of this Agreement is a valid and legally binding obligation of Receiving Party (and its assigns), enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting enforcement and by the availability of injunctive relief or specific performance.

c. No Conflicting Agreements. The execution and performance of this Agreement will not, to Receiving Party's knowledge, result in a breach or default of any material agreement, instrument, order, judgment, or decree to which Receiving Party (or its assigns) is a party and which relates to the business of the Receiving Party or by which the Receiving Party is bound. Nor will execution and performance of this Agreement violate any provision of any applicable law which materially affects the business of Receiving Party.

d. Consents. No other consent, to Receiving Party's knowledge, is required from any court, governmental entity, or other person in connection with the execution and performance of this Agreement except those consents and approvals described in this Agreement.

e. No Mechanics' Liens. Receiving Party will not take any action before Closing that causes or could cause mechanics' or materialmens' liens being filed against the property being received.

13. Survival of Representations and Warranties. The representations and warranties in this Agreement shall survive for the applicable periods of statutes of limitations, and thereafter these representations and warranties will be extinguished, except with respect to claims for which specific written notice has been given during the applicable periods.

14. Option. It is the agreement of the Parties that either of the City or GITA shall have the exclusive option to receive back from SMC, or any successor to SMC, a donation in the form of a re-conveyance of two (2) acres m/l which is part of Property I and is further described in **Exhibit B** attached hereto, at no cost to City/GITA,

provided that City/GITA promises in the corresponding instrument of conveyance to use such donated property exclusively for the purpose of constructing an auxiliary fire station.

16. 1031 Exchange. At either party's request (with notice thereof and copies of all documents for execution by either party to be given to the other party not less than five (5) business days prior to Closing), either party will execute such documents and perform such other acts as the other party reasonably requests in cooperation with such party's effort to have the sale or exchange of the property being conveyed to the Receiving Party considered to be part of a so-called "like-kind exchange" under §1031 of the Internal Revenue Code of 1986, as amended (the "**Code**"), provided:

all such documents shall be prepared by or at the direction and expense of the party making such request;

neither Party shall incur any expense or be required to assume any obligations in connection with the performance of this Section 16; and

any such requested conduct will not delay the closing of the transaction beyond the specified Closing Date.

By this Agreement or acquiescence to the exchange, neither party shall (1) have its rights under this Agreement affected or diminished in any manner, or (2) be responsible for compliance with or be deemed to have warranted to the other that the exchange in fact complies with §1031 of the Code.

16. Time Is of the Essence. Time is of the essence of this Agreement.

17. Entire Agreement. This Agreement contains the entire agreement of the Parties, and no representations, warranties, or agreements have been made by either Party except as stated in this Agreement. No modification, waiver, or amendment of this Agreement will be effective unless made in writing and signed by the Parties.

18. Successors. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

19. Notices. All notices required or permitted under this Agreement shall be given as follows:

If to City/GITA:

Momodou Ceesay, Mayor/Chairman
City Hall / Conference Center
12205 S. Yukon Ave.
P.O. Box 70
Glenpool, Oklahoma 74033

And

Lowell Peterson, City Attorney
City Hall / Conference Center
12205 S. Yukon Ave.
P.O. Box 70

Glenpool, Oklahoma 74033

If to SMC:

Sharp Mortgage Company, a LP
Attn: George S. Sharp
1647 East Third Street
Tulsa, Oklahoma 74120

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

20. Headings. The section headings and numbers of this Agreement are inserted only for convenience and do not define, limit, construe, or describe the scope or intent of the headings or sections.

21. Jurisdiction and Venue. This Agreement shall be construed in accordance with the laws of the State of Oklahoma and the exclusive jurisdiction and venue for any dispute arising out of or related to this Agreement shall be the State District Court of Tulsa County, Oklahoma.

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

23. Obligations Surviving Termination. Where this Agreement provides that "the Parties will have no further obligations to each other" (or similar wording) upon termination of this Agreement, that language does not negate the obligation to return materials provided for the Inspection Period.

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

25. Attorneys' Fees. Should either Party employ attorneys to enforce any of the provisions hereof, the Party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including attorney's fees and expert witness fees and costs, expended or incurred in connection therewith.

26. Execution and Delivery of Documents, Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be treated as an original, but all of which together shall constitute one original.

[SIGNATURES AFFIXED TO NEXT PAGE]

APPROVED and AGREED TO as of the Effective Date.

CITY OF GLENPOOL,
An Oklahoma Municipal Corporation

By: _____

Title: _____

GLENPOOL INDUSTRIAL TRUST AUTHORITY,

By: _____

Title: _____

SHARP MORTGAGE COMPANY, LP
An Oklahoma Limited Partnership

By: _____

Title: _____

City Of Glenpool
Creating Opportunity

To: Mayor Ceesay and Members of the City Council
Chairman Ceesay and Trustees of the Glenpool Industrial Trust Authority

From: Lowell Peterson, City Attorney

Date: February 18, 2014

Subject: Joint City and Authority Resolution No. 14-02-01 , Authorizing the City and GITA to enter a certain Real Estate Purchase and Exchange Agreement

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Background:

On March 5, 2010, the Glenpool Industrial Trust Authority ("GITA") purchased 120± acres of real property located at the southeast corner of 161st Street South and Elwood Avenue, in the City of Glenpool to be used for capital improvement purposes, for the purchase price of $1,440,000. This purchase had been approved by Resolution No. 10-02-04, adopted on February 16, 2010. The funds for the purchase price were derived from the issuance of 2008 Glenpool Utility Service Authority Revenue Bonds in the amount of $10,000,000, which funds were restricted under the terms of the trust indenture to capital improvement purposes. The 2008 bonds have been paid in the full amount, so the City is no longer bound by the terms of the trust indenture.

By majority vote of both bodies, on December 16, 2013, the City Council and the GITA Board of Trustees approved, and the City Manager and the Chairman of the Board of Trustees executed, a certain Letter of Intent with Sharp Mortgage Company ("Sharp") approving the sale of an 80-acre portion of the 120-acre parcel and exchange of the remaining 40 acres for 40 acres that belong to Sharp, and authorized the City Manager to negotiate the details of a final agreement for the consummation of the proposed transaction, provided that such final agreement shall be subject to approval by the City Council and the GITA Board of Trustees.

It should also be pointed out that the purchase price to the City for this property came to $12,000 per acre. The price and property exchange offered by Sharp come to $10,000 per acre for 80 acres plus the value of Sharp's 40 acres in exchange for the City's. The Council has requested that an appraisal be conducted of both the City's and Sharp's properties in order to evaluate the benefit of the bargain to the City. (Part of the rationale for taking a loss on the 80 acres is that the prospective value of Sharp's 40 acres would compensate for the difference.)

Discussion of Resolution No. 14-02-01

The City Manager and, in his absence, the City Attorney have negotiated the proposed final Real Estate Purchase and Exchange Agreement in the form attached as an exhibit to the proposed Joint Resolution. I am satisfied that it adheres completely to the terms and conditions of the previously approved Letter of Intent. The purpose of the Resolution is to approve the final Agreement.

Staff Recommendation:

Staff recommends approval of Joint Resolution No. 14-02-01.

Attachments:

- Joint Resolution No. 14-02-01
- Proposed Real Estate Purchase and Exchange Agreement

JOINT RESOLUTION NO. 14-02-01 OF THE CITY COUNCIL OF GLENPOOL AND THE GLENPOOL INDUSTRIAL TRUST AUTHORITY

APPROVING A REAL ESTATE PURCHASE AND EXCHANGE AGREEMENT BETWEEN THE CITY OF GLENPOOL, ACTING BY ITS GLENPOOL INDUSTRIAL TRUST AUTHORITY, AND SHARP MORTGAGE COMPANY PERTAINING TO THE DISPOSITION OF CERTAIN REAL PROPERTY BELONGING TO THE GLENPOOL INDUSTRIAL TRUST AUTHORITY, AUTHORIZING EXECUTION OF SAID AGREEMENT BY THE CITY MANAGER (OR INTERIM CITY MANAGER) ON BEHALF OF THE CITY AND BY THE CHAIRMAN OF THE BOARD OF TRUSTEES ON BEHALF OF THE GLENPOOL INDUSTRIAL TRUST AUTHORITY, AND AUTHORIZING STAFF OF THE CITY AND THE GLENPOOL INDUSTRIAL TRUST AUTHORITY TO UNDERTAKE ALL SUCH INSTRUMENTS, DOCUMENTS AND SUCH OTHER ACTIONS AS NEEDED TO CONCLUDE THE TRANSACTION CONTEMPLATED BY SAID AGREEMENT

WHEREAS, pursuant to majority vote of the Glenpool Industrial Trust Authority on July 20, 2009, the City Manager, acting for the City as beneficiary of the Glenpool Industrial Trust Authority, was authorized to negotiate a contract for the purchase of 120.355 acres of land located at the southeast corner of 161st and Elwood for the purpose of developing a park, ball field and municipal cemetery (herein referred to as the "City Property"); and

WHEREAS, on March 5, 2010, the Glenpool Industrial Trust Authority purchased the City Property for the approved purchase price; and

WHEREAS, by majority vote of both bodies, on December 16, 2013, the City Council and the Glenpool Industrial Trust Authority Board of Trustees approved, and the City Manager and the Chairman of the Board of Trustees executed, a certain Letter of Intent with Sharp Mortgage Company ("Sharp") approving the sale of an 80-acre portion of the 120-acre City Property and exchange of the remaining 40 acres for 40 acres belong to Sharp, and authorized the City Manager to negotiate the details of a final real estate purchase and exchange agreement for the consummation of the proposed transaction, provided that such final agreement shall be subject to approval by the City Council and the GITA Board of Trustees; and

WHEREAS, the foregoing real estate purchase and exchange agreement has been negotiated, drafted and is hereby presented for consideration by the City Council and the Glenpool Industrial Trust Authority Board of Trustees

.

BE IT THEREFORE RESOLVED by the City Council of the City of Glenpool and the Board of Trustees of the Glenpool Industrial Trust Authority:

§ 1. The Real Estate Purchase and Exchange Agreement between the City of Glenpool, acting by its Glenpool Industrial Trust Authority, and Sharp Mortgage Company, in the form attached hereto and incorporated herein by reference as Exhibit A, pertaining to the disposition of certain real property belonging to the Glenpool Industrial Trust Authority, is hereby approved, *provided that* the terms and conditions of said Agreement shall be and are consistent with the Letter of Intent for Purchase, Sale and Exchange of Real

Property that was approved by the City Council and the Glenpool Industrial Trust Authority Board of Trustees, and executed by the City Manager for the City and by the Chairman of the Board of Trustees for the Glenpool Industrial Trust Authority, at their respective regular meetings on December 16, 2013.

§ 2. The City Manager (or Interim City Manager) and the Chairman of the Board of Trustees, on behalf of the City of Glenpool and the Glenpool Industrial Trust Authority respectively, are hereby authorized to execute said Agreement.

§ 3. The City Manager (or Interim City Manager) and the Chairman of the Board of Trustees, on behalf of the City of Glenpool and the Glenpool Industrial Trust Authority, or their respective designees who are members of the staff of the City of Glenpool or the Glenpool Industrial Trust Authority, are hereby authorized to undertake all such instruments, documents and such other actions as needed to conclude the transactions contemplated by said Agreement.

PASSED AND APPROVED by the City Council of the City of Glenpool and the Glenpool Industrial Trust Authority this 18th day of February 2014.

_____

Momodou Ceesay,
As Mayor of the City and Chairman of the Board of Trustees

ATTEST: [MUNICIPAL SEAL]

_____

Susan White, City Clerk

APPROVED AS TO FORM:

_____

Lowell Peterson, City Attorney

REAL ESTATE PURCHASE AND EXCHANGE AGREEMENT

This REAL ESTATE PURCHASE AND EXCHANGE AGREEMENT (the "**Agreement**") made and entered into effective _____ ___, 2014 ("**Effective Date**") by and between SHARP MORTGAGE COMPANY, an Oklahoma limited partnership ("**SMC**"), and City of Glenpool, an Oklahoma municipal corporation ("**City**"), acting by its INDUSTRIAL TRUST AUTHORITY ("**GITA**") and/or assigns. SMC, City, and GITA are each individually a "**Party**," and are collectively referred to as the "**Parties**," to this Agreement.

AGREEMENT

In consideration of the mutual promises contained below, and other good and valuable consideration, the Parties agree as follows:

1. Definitions. The following terms shall have the meanings given below unless the context requires otherwise.

   a. Receiving Party. The term "**Receiving Party**" with respect to Property I, shall mean SMC; and with respect to Property II and Property III, shall mean the party that is receiving title through the exchange transaction described herein.

   b. Conveying Party. The term "**Conveying Party**" with respect to Property I, shall mean the GITA, acting as agent and benefactor of City, its legal beneficiary; and with respect to Property II and Property III, shall mean the party with ownership of each of Property II and Property III at the time this Agreement is executed and which is conveying ownership through exchange with the respective Receiving Party.

   c. Closing. The term "**Closing**" shall mean the date which is forty-five (45) days after the execution of this Agreement by all Parties ("**Closing Date**"), or such other extended date as may be required for fulfillment of the conditions required under this Agreement, but in no event later than the 15th day of May 2014.

   d. Commitment. The term "**Commitment**" shall mean a written ALTA Commitment for title insurance issued by the Title Company to the respective Receiving Party, in the amount of the Purchase Price of Property I and the fair value of Property II and Property III as determined by the Parties, evidencing the agreement of the Title Company to issue the Title Policy to the respective Receiving Party. The Commitment shall reflect and include, inter alia: (i) that fee simple title to the relevant property is vested in the Conveying Party; (ii) all exceptions to title; (iii) all requirements made by the Title Company, which if not satisfied, shall constitute exceptions to the coverage of the Title Policy; and, (iv) legible photocopies of all documents referred to in the Commitment.

   e. Deed. The term "**Deed**" shall mean a Special Warranty Deed duly executed and acknowledged by the Conveying Party, conveying fee simple title to the relevant property to the Receiving Party, subject only to Permitted Exceptions, in the form of **Exhibit A** attached hereto.

   f. Earnest Money Deposit. The term "**Earnest Money Deposit**" shall mean a sum equal to One Hundred Thousand and no/100 Dollars ($100,000.00) to be deposited with Wilkin / McMurray, PLLC, Clients' Trust Account upon execution of this Agreement by all Parties. All funds on deposit shall be applied to the Purchase Price of Property I upon Closing. Said Earnest Money Deposit shall be refundable to SMC in the event that either Party elects during the Inspection Period to not proceed with the purchase and exchange transactions contemplated by this Agreement.

g. Inspection Period. The term "**Inspection Period**" shall mean the period of time that commences on the date the Agreement is executed and shall expire thirty (30) days after said execution. During this period, if either party elects to not proceed with the acquisition of Property I, this Agreement shall be deemed void and of no effect.

h. Permitted Exceptions. The term "**Permitted Exceptions**" shall mean all matters set forth in the Commitment which the Receiving Party approves in writing pursuant to the terms of this Agreement.

i. Property I. The term "**Property I**" shall mean the certain real estate containing approximately 80 acres m/l and is a portion of a 120 acre tract and located at 161st Street and Elwood Avenue in Glenpool, Tulsa County, Oklahoma. Property I being more specifically described on **Exhibit B**, attached hereto, includes:

(i) the surface together with all of the Conveying Party's right, title, interest and estate in and to oil, gas and other minerals in and under Property I not previously reserved or conveyed of record; and

(ii) any buildings, structures and improvements in, upon and under Property I; and,

(iii) all of the appurtenances belonging to Property I and all of Conveying Party's right, title and interest in and to all streets, alleys and other public or private ways adjacent thereto, before or after vacation thereof.

(iv) Option. With respect to Property I, SMC, or any successor to SMC, grants an exclusive option to the Conveying Party to receive back a re-conveyance in the form of a donation from SMC no more than two (2) acres m/l as described on **Exhibit B** at no cost to the Conveying Party ("**Donated Property**"); provided however, SMC's obligation to re-convey the Donated Property is contingent upon and subject to the requirement that City promises expressly within the corresponding instrument of re-conveyance issued by SMC to the Conveying Party to use the donated property exclusively for the purpose of constructing an auxiliary fire station.

j. Property II. The term "**Property II**" shall mean the certain real estate containing approximately 40 acres m/l, and is a portion of a 120 acre tract owned by GITA, and located at 161st Street and Elwood Avenue in Glenpool, Tulsa County, Oklahoma. Property II, being more specifically described on **Exhibit C**, attached hereto, includes:

(i) the surface together with all of the Conveying Party's right, title, interest and estate in and to oil, gas and other minerals in and under Property II not previously reserved or conveyed of record; and

(v) any buildings, structures and improvements in, upon and under Property II; and,

(vi) all of the appurtenances belonging to Property II and all of Conveying Party's right, title and interest in and to all streets, alleys and other public or private ways adjacent thereto, before or after vacation thereof.

k. Property III. The term "**Property III**" shall mean the certain real estate containing approximately 40 acres m/l, owned by SMC and located in Glenpool, Tulsa County, Oklahoma. Property III, being more specifically described on **Exhibit D**, attached hereto, includes:

(i) the surface together with all of the Conveying Party's right, title, interest and estate in and to oil, gas and other minerals in and under Property III not previously reserved or conveyed of record; and

(ii) any buildings, structures and improvements in, upon and under Property III; and,

(iii) all of the appurtenances belonging to Property III and all of Conveying Party's right, title and interest in and to all streets, alleys and other public or private ways adjacent thereto, before or after vacation thereof.

l. Affiliates. The term "**Affiliates**" means, (i) any officer, director, trustee, partner, member, manager or employee of any Party; (ii) any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control of or by either Party; or (iii) any officer, director, trustee, partner, member, manager, employee or holder of the outstanding voting securities of any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with the Parties. As used in the preceding sentence, the term "control" of any Party shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Party, whether through the ownership of voting securities or by contract or otherwise.

m. Conveying Party's Knowledge. The term "**Conveying Party's Knowledge**" shall mean the actual knowledge of any Conveying Party, or any of its Affiliates, after reasonable investigation.

n. Title Company. The term "**Title Company**" shall mean Guaranty Abstract & Title Company, with communications made to the attention of Arlene Phillips, or her designee or successor.

o. Title Policy. The term "**Title Policy**" shall mean a current ALTA Owner's Policy of Title Insurance, issued by the Title Company to the Receiving Party in the amount of the Purchase Price of Property I and the fair value of each of Property II and Property III as determined by the Parties, insuring that the Receiving Party has fee simple title, subject only to the Permitted Exceptions.

2. Purchase and Sale of Property. GITA agrees to sell, and SMC agrees to purchase, Property I under the terms described in this Agreement, for a purchase price of eight hundred thousand and no/100 dollars ($800,000.00) ("**Purchase Price**") which is due and payable at Closing.

3. Exchange of Property. GITA agrees to convey Property II and SMC agree to accept Property II under the terms described in this Agreement. As consideration for said conveyance, SMC agrees to convey Property III and City/GITA agrees to accept Property III under the terms described in this Agreement.

4. Deliveries at or Before Closing.

a. At Closing, as a condition precedent to either Receiving Party's obligations hereunder, the Conveying Party shall:

(i) Execute and deliver the applicable Deed to the Receiving Party;

(ii) Deliver to the Receiving Party the abstract of title covering the property being conveyed;

(iii) Execute and deliver to the Receiving Party and the Title Company an Affidavit, in a form and content reasonably acceptable to the Receiving Party and the Title Company, evidencing that all sums for labor and/or materials performed and/or furnished to the property being conveyed have been paid in full and that there is nothing from which a materialmen's or mechanic's lien could arise;

(iv) Cause the Title Company to issue an updated Commitment as approved pursuant to Section 8 herein;

(v) Deliver evidence satisfactory to the Receiving Party that all leases affecting the property being conveyed, if any, have been validly terminated and that all tenants occupying any portion of the property being conveyed shall be legally obligated to vacate the property being conveyed within 5 days of the Closing Date.

(vi) Execute and/or deliver any and all other instruments, assignments, documents, payments, and conveyances reasonably necessary to effectuate the terms of this Agreement.

b. At Closing, as a condition precedent to the Conveying Party's obligations hereunder, the Receiving Party shall:

(i) Deliver the Purchase Price and/or other documents necessary to effectuate the exchange transactions contemplated by this Agreement to the Receiving Party; and

(ii) Execute and/or deliver any and all other instruments, assignments, documents and conveyances reasonably necessary to effectuate the terms of this Agreement.

5. Closing Costs. Closing costs and other expenses incidental to this Agreement shall be paid as follows:

a. All costs regarding documentary stamps as a result of the transactions contemplated by this Agreement shall be paid by the Conveying Party;

b. All costs regarding abstracting shall be borne by the respective Conveying Party for each separate property being conveyed;

c. The fee, if any, charged by the Title Company for the Closing shall be shared equally by the Receiving Party and the Conveying Party;

d. All costs for the Title Commitment shall be paid by the Conveying Party;

e. All costs related to inspections of any of the properties which are the subject of this Agreement shall be the sole responsibility of the Party conducting the inspection(s);

f. The costs related to the ALTA extended coverage under the Title Policy (including the premium for such policy, the attorneys fees for examination of the abstract and all abstracting costs) shall be paid by the Receiving Party;

g Each party shall bear and pay their own respective attorneys' fees and other costs not herein enumerated incurred by each Party with respect to this transaction;

h. General *ad valorem* taxes and assessments for the calendar year of Closing shall be prorated to the Closing, with the Conveying Party paying taxes through the date of Closing. If such proration is based upon information for any year other than the year in which the Closing occurs or if the same is determined prior to the time that the property has become a separate taxable parcel or tract, the Parties shall re-prorate such taxes and assessments within thirty (30) days after such information becomes available, and any appropriate adjustments shall be made in cash; and

i. Any additional costs related to the Closing shall be assessed to Conveying Party and/or Receiving Party in a typical fashion for buyers and sellers, respectively, and based on standard real estate industry practices.

6. Possession. The respective Receiving Party will be entitled to possession of the property being conveyed to it at Closing.

7. Receiving Party's Inspection. Access to the property being conveyed, leases, structures, soils, environmental (Phase I Report, such reports to be certified to the Receiving Party at Closing) and engineering reports, surveys, and like information, if any, will be provided by the Conveying Party to the Receiving Party during the Inspection Period. In the event that either Party elects, for any reason, not to proceed with acquisition and exchange of Property I, Property II and/or Property III and notifies the other Party in writing during, or prior to the expiration of the Inspection Period, the Earnest Money Deposit being held shall be returned to SMC.

a. Conveying Party's Inspection Period Deliveries. Conveying Party will deliver to the Receiving Party the following items, to the extent they exist and are in the Conveying Party's possession, within fifteen (15) days from the Effective Date:

(i) Copies of *ad valorem* tax statements for the property being conveyed for the last calendar year;

(ii) Copies of any environmental reports, audits, studies or tests regarding the property being conveyed which the Conveying Party has in its possession, if any;

(iii) Copies of all licenses, permits and approvals relating to the property being conveyed and the use thereof;

(iv) Any notices, reports, orders, citations, correspondence or memoranda received by the Conveying Party from any governmental agency, unit, division or department concerning the property being conveyed and the use thereof;

(v) Copies of all surveys relating to the property being conveyed and/or its development which the Conveying Party has in its possession, if any;

(vi) All contracts, leases, subcontracts or other agreements, utility service agreements, flood water control or retention documents relating to the property being conveyed and/or its development which the Conveying Party has in its possession;

(vii) Copies of all contracts or other documents related to any intangible or tangible personal property owned by Conveying Party and located on the property being conveyed or used in the ownership, operation and maintenance of the property being conveyed ; and

(viii) Copies of any title insurance policies covering the property being conveyed which the Conveying Party has in its possession.

b. Other Documents / Things. During the Inspection Period, the Conveying Party shall provide copies of all other documents or tangible things in its possession which are reasonably requested by the Receiving Party in relation to the Receiving Party's investigation and evaluation of the property being conveyed.

c. Inspections and Tests. Each Receiving Party shall have the right during the Inspection Period to examine, analyze, review, inspect, and secure reports, examinations, tests, etc., at the Receiving Party's sole cost and expense, with regard to any and all aspects of the property being conveyed deemed necessary by the Receiving Party.

d. Access. Each Conveying Party shall give the respective Receiving Party, and Receiving Party's agents and representatives, access to the property being conveyed during normal business hours at all times prior to Closing, after the Receiving Party has provided the Conveying Party with 24 hour notice prior to such inspection. Receiving Party and its agents and representatives shall have the right to physically inspect the the property being conveyed and to conduct any test or other inspection deemed necessary by the Receiving Party. The Receiving Party shall repair any physical damage done to the property being conveyed by the Receiving Party or its agents and representatives and shall indemnify, defend and hold the Conveying Party harmless from and against any and all mechanic's liens that may be filed against the property being conveyed or Conveying Party by Receiving Party's agents or representatives performing such inspections for the Receiving Party and from any liability arising out of such entry by the Receiving Party or its agents and representatives.

8. Title Conditions. This Agreement, and each Receiving Party's obligation to perform hereunder, is conditioned upon and subject to Conveying Party delivering to Receiving Party within twenty (20) days after the Effective Date, the Commitment for the property being conveyed. Receiving Party shall then have ten (10) days after receipt of the Commitment within which to examine the same and to approve or object to the Commitment in writing ("**Title Approval Period**"). All title exceptions, survey or other title matters which Receiving Party approves in writing shall be deemed to be Permitted Exceptions. No matter shall constitute a valid objection to title unless it is so construed under the Title Examination Standards of the Oklahoma Bar Association. Any title matter not objected to in writing by Receiving Party during the Title Approval Period shall also be deemed to be a Permitted Exception. If Receiving Party makes any timely written objections within the Title Approval Period to the Commitment, then Conveying Party shall advise Receiving Party in writing, within five (5) days after receipt of the objections if the Conveying Party is unwilling or unable to cure all the objections ("**Conveying Party's Cure Notice**"). The Conveying Party's Cure Notice shall specify which objections Conveying Party is unable or unwilling to cure. All objections not specified in the Conveying Party's Cure Notice shall be deemed curable by Conveying Party and Conveying Party shall cure all such objections, at its sole cost and expense, at or prior to Closing. In the event that the Conveying Party's Cure Notice states that Conveying Party is unable or unwilling to cure all the objections, then Receiving Party, in its sole discretion, to be exercised in writing within five (5) days of receipt of the Conveying Party's Cure Notice, shall be entitled to terminate this Agreement and the rights and liabilities of the Parties hereto shall cease and the Earnest Money Deposit, escrowed with Escrow Agent, shall be returned to SMC, or Receiving Party shall be entitled, in its sole discretion, to waive the objections and to proceed to consummate the transaction, in which event the objections set forth in the Conveying Party's Cure Notice shall be deemed to be Permitted Exceptions. If Receiving Party fails to make the written election within the five (5) day time period, Receiving Party shall be deemed to have elected to terminate this Agreement.

9. Additional Closing Conditions. The following requirements also must be fulfilled in order for Closing to occur:

a. All the representations and warranties made by the Parties in this Agreement shall be true in all material respects as of the date of this Agreement and as of the date of Closing, and Closing of this Agreement carries with it the same force and effect as though those representations and warranties had been made as of the date of Closing. Further, each Party, by executing this Agreement, acknowledge they are not aware of any misrepresentations or breaches of warranties by the other Party as of Closing.

b. All mortgages and liens affecting each of Property I, Property II and Property III, if any, shall be terminated and released at or before Closing.

c. In the event that the Closing does not occur by May 15, 2014, for any reason, then this Agreement shall automatically terminate, SMC shall be entitled to return of the Earnest Money Deposit and the Parties shall have no further obligations to each other hereunder.

10. Default. The following provisions shall be applicable in the event of a default under the terms and conditions of this Agreement:

a. Conveying Party's Remedies. In the event of a material default under the terms and conditions of this Agreement by Receiving Party relating to Property I, the Conveying Party shall, as its sole and exclusive remedy, be entitled to terminate this Agreement and receive the Earnest Money Deposit from the Escrow Agent, as liquidated damages for Receiving Party's default. Conveying Party hereby specifically waives the right of specific performance and all rights to recover any other monetary damages it may have as a result of any breach of this Agreement by Receiving Party. Provided, however, Receiving Party shall not be deemed to be in default hereunder unless and until Conveying Party provides Receiving Party with notice in writing specifying the default and Receiving Party fails to cure the default specified in the notice within five (5) days after receipt of the notice.

b. Receiving Party's Remedies. In the event of a material default under the terms and conditions of this Agreement by Conveying Party, Receiving Party may seek and enforce the remedy of specific performance. Or, in the alternative, with respect to Property I, Receiving Party may terminate this Agreement and receive a prompt refund of the Earnest Money Deposit, plus $5,000.00 from the Conveying Party, as liquidated damages and not as a penalty, to compensate Receiving Party for the legal and administrative and abstracting expenses incurred in connection with this Agreement and the lost opportunity cost Receiving Party has incurred as a result of Conveying Party's default. The Parties stipulate and agree that it would be difficult if not impossible to determine the actual losses incurred by either Receiving Party as a result of the respective Conveying Party's default and that the liquidated damages payable hereunder are a reasonable estimate of the probable losses Receiving Party may incur.

11. Representations and Warranties of Conveying Party. The following apply to each of the Parties with respect to the parcel for with they are acting as Conveying Party. For each such instance, each represents and warrants to Receiving Party that:

a. Title. To Conveying Party's Knowledge, Conveying Party has fee-simple title to the property being conveyed and it is free and clear from any liens or encumbrances of any sort whatsoever except the Permitted Exceptions and those liens that will be released at or prior to Closing and there are no existing or pending litigation, claims, condemnations or sales in lieu thereof, with respect to any aspect of

the property being conveyed nor, to the knowledge of Conveying Party, have any such actions, suits, proceedings or claims been threatened or asserted.

b. Unpaid Bills and Claims. To Conveying Party's Knowledge, there are no unpaid bills or claims in connection with the construction of or any repairs to the property being conveyed nor shall there be on the date of Closing.

c. Bankruptcy, Assignments for the Benefit of Creditors, etc. To Conveying Party's Knowledge, there are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws pending against the Conveying Party or the property being conveyed, or contemplated by the Conveying Party, and to the knowledge of the Conveying Party, no such actions have been threatened.

d. No Options. To Conveying Party's Knowledge, no person, firm or corporation or other entity has any right or option to acquire the property being conveyed, or any part thereof, from the Conveying Party.

e. Mechanics' or Materialmens' Liens. The Conveying Party shall satisfy any and all claims for mechanics' or materialmens' liens against the property being conveyed, caused by Conveying Party or its agents, or any part thereof on or prior to Closing, and shall indemnify and hold harmless and protect the property being conveyed from any and all loss from such claims; provided, however, Conveying Party shall have the right to contest any such claims so long as a bond is posted by the Conveying Party and/or other procedures reasonably acceptable to the Receiving Party are followed in order to protect the property being conveyed.

f. Authorization. The execution, delivery, and performance of this Agreement is a valid and legally binding obligation of the Conveying Party, enforceable in accordance with its terms.

g. No Conflicting Agreements. The execution and performance of this Agreement will not, to Conveying Party's Knowledge, result in a breach or default of any material agreement, instrument, order, judgment, or decree to which the Conveying Party is a party and which relates to the business or operations of the Conveying Party or by which the property being conveyed is bound. Nor, to Conveying Party's Knowledge, will execution and performance of this Agreement violate any provision of any applicable law which materially affects the property being conveyed or business or operations of the Conveying Party.

h. Consents. No other consent, to Conveying Party's Knowledge, is required from any court, governmental entity, or other person in connection with the execution and performance of this Agreement except those consents and approvals described in this Agreement.

i. Title to the Property. Conveying Party will convey marketable title to each property being conveyed at Closing, free of all claims, except as otherwise stated in this Agreement.

j. Pending or Threatened Litigation, Judgment, or Claims. There is, to Conveying Party's Knowledge, no pending or threatened litigation, suit, action, judgment, arbitration, or legal, administrative, or other proceeding or governmental investigation against or affecting the Conveying Party or the property being conveyed. Conveying Party is not aware of violations of any zoning, building, fire, health, or other codes or governmental requirements related to the property being conveyed.

12. Representations and Warranties of Receiving Party. The following apply to each of the Parties with respect to the parcel for with they are acting as Receiving Party. For each such instance, each represents and warrants to Conveying Party that:

a. Organization, Standing, and Power. Receiving Party holds the designation as specified in the opening paragraph and possesses all requisite power and authority to consummate the transactions contemplated by this Agreement.

b. Authorization. The execution, delivery, and performance of this Agreement is a valid and legally binding obligation of Receiving Party (and its assigns), enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting enforcement and by the availability of injunctive relief or specific performance.

c. No Conflicting Agreements. The execution and performance of this Agreement will not, to Receiving Party's knowledge, result in a breach or default of any material agreement, instrument, order, judgment, or decree to which Receiving Party (or its assigns) is a party and which relates to the business of the Receiving Party or by which the Receiving Party is bound. Nor will execution and performance of this Agreement violate any provision of any applicable law which materially affects the business of Receiving Party.

d. Consents. No other consent, to Receiving Party's knowledge, is required from any court, governmental entity, or other person in connection with the execution and performance of this Agreement except those consents and approvals described in this Agreement.

e. No Mechanics' Liens. Receiving Party will not take any action before Closing that causes or could cause mechanics' or materialmens' liens being filed against the property being received.

13. Survival of Representations and Warranties. The representations and warranties in this Agreement shall survive for the applicable periods of statutes of limitations, and thereafter these representations and warranties will be extinguished, except with respect to claims for which specific written notice has been given during the applicable periods.

14. Option. It is the agreement of the Parties that either of the City or GITA shall have the exclusive option to receive back from SMC, or any successor to SMC, a donation in the form of a re-conveyance of two (2) acres m/l which is part of Property I and is further described in **Exhibit B** attached hereto, at no cost to City/GITA, provided that City/GITA promises in the corresponding instrument of conveyance to use such donated property exclusively for the purpose of constructing an auxiliary fire station.

16. 1031 Exchange. At either party's request (with notice thereof and copies of all documents for execution by either party to be given to the other party not less than five (5) business days prior to Closing), either party will execute such documents and perform such other acts as the other party reasonably requests in cooperation with such party's effort to have the sale or exchange of the property being conveyed to the Receiving Party considered to be part of a so-called "like-kind exchange" under §1031 of the Internal Revenue Code of 1986, as amended (the "**Code**"), provided:

all such documents shall be prepared by or at the direction and expense of the party making such request;

neither Party shall incur any expense or be required to assume any obligations in connection with the performance of this Section 16; and

any such requested conduct will not delay the closing of the transaction beyond the specified Closing Date.

By this Agreement or acquiescence to the exchange, neither party shall (1) have its rights under this Agreement affected or diminished in any manner, or (2) be responsible for compliance with or be deemed to have warranted to the other that the exchange in fact complies with §1031 of the Code.

16. Time Is of the Essence. Time is of the essence of this Agreement.

17. Entire Agreement. This Agreement contains the entire agreement of the Parties, and no representations, warranties, or agreements have been made by either Party except as stated in this Agreement. No modification, waiver, or amendment of this Agreement will be effective unless made in writing and signed by the Parties.

18. Successors. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

19. Notices. All notices required or permitted under this Agreement shall be given as follows:

If to City/GITA:

Momodou Ceesay, Mayor/Chairman
City Hall / Conference Center
12205 S. Yukon Ave.
P.O. Box 70
Glenpool, Oklahoma 74033

And

Lowell Peterson, City Attorney
City Hall / Conference Center
12205 S. Yukon Ave.
P.O. Box 70
Glenpool, Oklahoma 74033

If to SMC:

Sharp Mortgage Company, a LP
Attn: George S. Sharp
1647 East Third Street
Tulsa, Oklahoma 74120

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

20. Headings. The section headings and numbers of this Agreement are inserted only for convenience and do not define, limit, construe, or describe the scope or intent of the headings or sections.

21. Jurisdiction and Venue. This Agreement shall be construed in accordance with the laws of the State of Oklahoma and the exclusive jurisdiction and venue for any dispute arising out of or related to this Agreement shall be the State District Court of Tulsa County, Oklahoma.

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

23. Obligations Surviving Termination. Where this Agreement provides that "the Parties will have no further obligations to each other" (or similar wording) upon termination of this Agreement, that language does not negate the obligation to return materials provided for the Inspection Period.

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

25. Attorneys' Fees. Should either Party employ attorneys to enforce any of the provisions hereof, the Party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including attorney's fees and expert witness fees and costs, expended or incurred in connection therewith.

26. Execution and Delivery of Documents, Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be treated as an original, but all of which together shall constitute one original.

[SIGNATURES AFFIXED TO NEXT PAGE]

APPROVED and AGREED TO as of the Effective Date.

CITY OF GLENPOOL,
An Oklahoma Municipal Corporation

By: _____

Title: _____

GLENPOOL INDUSTRIAL TRUST AUTHORITY,

By: _____

Title: _____

SHARP MORTGAGE COMPANY, LP
An Oklahoma Limited Partnership

By: _____

Title: _____

City Of Glenpool
Creating Opportunity

GLENPOOL INDUSTRIAL AUTHORITY
EXHIBIT B
PROPERTY I

N

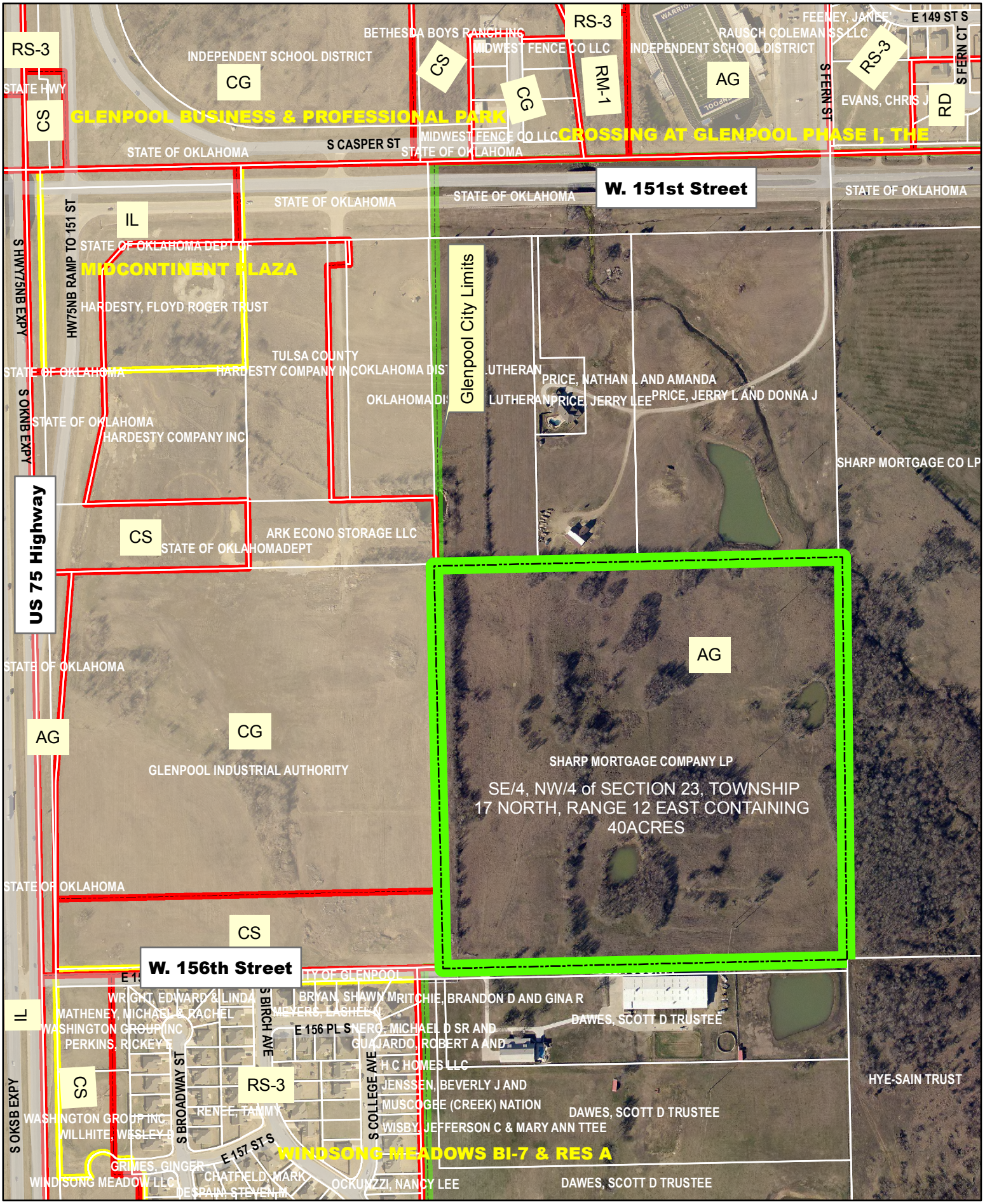
1 inch = 400 feet

City Of Glenpool
Creating Opportunity

GLENPOOL INDUSTRIAL AUTHORITY
EXHIBIT C
PROPERTY II

N

1 inch = 400 feet



City Of Glenpool
Creating Opportunity

SHARP PROPERTY
EXHIBIT D
PROPERTY III

Glenpool Chamber of Commerce
Balance Sheet
As of January 31, 2014

	Jan 31, 14
ASSETS	
Current Assets	
Checking/Savings	
BancFirst	4,845.19
Total Checking/Savings	4,845.19
Accounts Receivable	
11000 · Accounts Receivable	9,271.50
Total Accounts Receivable	9,271.50
Total Current Assets	14,116.69
Fixed Assets	
15000 · Furniture and Equipment	4,461.45
17100 · Accum Depr - Furn and Equip	-2,677.00
Total Fixed Assets	1,784.45
TOTAL ASSETS	**15,901.14**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	-2,225.14
Total Accounts Payable	-2,225.14
Other Current Liabilities	
20999 · Accounts Payable Adjustment	2,173.41
Total Other Current Liabilities	2,173.41
Total Current Liabilities	-51.73
Total Liabilities	-51.73
Equity	
32000 · Unrestricted Net Assets	12,438.35
Net Income	3,514.52
Total Equity	15,952.87
TOTAL LIABILITIES & EQUITY	**15,901.14**

FIRST RESPONDER CALLS

PERIOD: JANUARY 1, 2014 **THRU:** JANUARY 31, 2014

DATE	TIME	701	702	703	704	705	706	707	708	709	710	713	716
1/1/14	18:44						√						
1/2/14	10:35						√						
1/2/14	12:31						√						
1/3/14	17:03						√						
1/4/14	08:42						√						
1/4/14	12:27						√						
1/4/14	18:14						√						
1/4/14	20:19						√						
1/5/14	20:37						√						
1/6/14	14:37						√						
1/6/14	16:36						√						
1/6/14	19:43						√						
1/7/14	08:47						√						
1/7/14	09:14						√						
1/7/14	13:51						√						
1/7/14	16:42						√						
1/7/14	21:31						√						
1/8/14	08:39						√						
1/8/14	15:17						√						
1/9/14	09:46						√						
1/10/14	17:57						√						
1/11/14	08:12						√						
1/11/14	11:02						√						
1/13/14	02:56							√					
1/13/14	10:10						√						
1/13/14	10:30						√						
1/13/14	13:41						√						
1/13/14	14:40						√						
1/13/14	17:17						√						
1/15/14	13:18						√						
1/15/14	15:41						√						
1/15/14	16:20						√						
1/16/14	12:23						√						
1/16/14	16:46						√						
1/16/14	17:32						√						
1/17/14	08:09						√						
1/18/14	09:30						√						

-CONTINUED ON NEXT PAGE-

TOTAL CALLS:		1					68	2					
AMOUNT DUE:	70	$111.00					$748.00	$22.00					

√-COMPENSATED RESPONSES **X -UNCOMPENSATED RESPONSES**

FIRST RESPONDER CALLS

PERIOD: JANUARY 1, 2014 **THRU:** JANUARY 31, 2014

-CONTINUED-

DATE	TIME	701	702	703	704	705	706	707	708	709	710	713	716
1/18/14	10:01						√						
1/18/14	12:22						√						
1/18/14	14:22						√						
1/18/14	18:37						√						
1/19/14	15:52						√						
1/19/14	22:50							√					
1/20/14	12:53						√						
1/21/14	14:56						√						
1/22/14	20:07						√						
1/22/14	21:37						√						
1/23/14	08:42						√						
1/24/14	15:45						√						
1/24/14	16:06						√						
1/24/14	18:07						√						
1/24/14	20:10						√						
1/25/14	10:21						√						
1/25/14	12:15	√					√						
1/25/14	15:44						√						
1/26/14	15:22						√						
1/26/14	15:44						√						
1/26/14	17:51						√						
1/27/14	16:48						√						
1/27/14	18:43						√						
1/28/14	10:32						√						
1/28/14	12:20						√						
1/28/14	16:19						√						
1/29/14	19:33						√						
1/29/14	20:02						√						
1/30/14	08:21						√						
1/30/14	13:50						√						
1/30/14	14:57						√						
1/31/14	10:50						√						
1/31/14	11:23						√						

TOTAL CALLS:													

AMOUNT DUE:													

√-COMPENSATED RESPONSES **X -UNCOMPENSATED RESPONSES**

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2014

01 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
NON-DEPARTMENTAL						
TAXES						
01-5-00-5001 SALES TAX	4,707,644	415,914.70	2,673,129.95	0.00	2,034,514.05	56.78
01-5-00-5002 DEDICATED TAX	1,564,382	137,612.85	890,017.96	0.00	674,364.04	56.89
01-5-00-5003 USE TAX	110,000	8,782.32	93,590.75	0.00	16,409.25	85.08
01-5-00-5004 EXCISE	20,100	2,102.10	12,262.06	0.00	7,837.94	61.01
01-5-00-5005 CIGARETTE TAX	77,500	6,304.87	43,975.26	0.00	33,524.74	56.74
01-5-00-5006 AD VALOREM TAX - EXPIRED	20	0.00	1.58	0.00	18.42	7.90
01-5-00-5007 ALCOHOLIC BEVERAGE TAX	19,000	1,717.12	11,192.07	0.00	7,807.93	58.91
01-5-00-5008 COMMERCIAL VEHICLE	80,000	9,538.80	51,743.95	0.00	28,256.05	64.68
01-5-00-5009 HOTEL MOTEL TAX	130,000	0.00	53,037.86	0.00	76,962.14	40.80
01-5-00-5010 FRANCHISE	450,000	26,915.46	255,132.13	0.00	194,867.87	56.70
TOTAL TAXES	7,158,646	608,888.22	4,084,083.57	0.00	3,074,562.43	57.05
LICENSES & PERMITS						
01-5-00-5150 SOLICITORS LICENSE	925	112.50	412.50	0.00	512.50	44.59
01-5-00-5151 BUILDING PERMITS	30,000	2,233.00	16,003.50	0.00	13,996.50	53.35
01-5-00-5152 OCCUPATION TAX/AL BEV LICE	1,750	0.00	2,225.00	0.00	(475.00)	127.14
01-5-00-5153 PLUMBING LICENSE	8,000	340.00	4,325.00	0.00	3,675.00	54.06
01-5-00-5154 ELECTRICAL LICENSE	8,800	300.00	3,860.00	0.00	4,940.00	43.86
01-5-00-5155 MECHANICAL LICENSE	3,700	100.00	2,490.00	0.00	1,210.00	67.30
01-5-00-5156 PET LICENSE	500	43.00	174.00	0.00	326.00	34.80
01-5-00-5158 DEVELOPMENT FEES	23,500	2,400.00	15,269.50	0.00	8,230.50	64.98
01-5-00-5159 ASSESSMENT LETTERS	3,300	418.00	2,198.00	0.00	1,102.00	66.61
01-5-00-5160 FIREWORKS PERMITS	5,000	0.00	3,710.00	0.00	1,290.00	74.20
01-5-00-5162 SIGN PERMITS	120	0.00	450.00	0.00	(330.00)	375.00
01-5-00-5165 STATE PERMIT FEES	50	4.50	26.50	0.00	23.50	53.00
TOTAL LICENSES & PERMITS	85,645	5,951.00	51,144.00	0.00	34,501.00	59.72
CHARGES FOR SERVICES						
01-5-00-5201 ZONING FEES	5,500	325.00	1,525.00	0.00	3,975.00	27.73
01-5-00-5202 INSPECTION FEES	48,000	3,061.40	27,637.70	0.00	20,362.30	57.58
01-5-00-5204 DOG POUND	5,000	385.00	3,615.00	0.00	1,385.00	72.30
01-5-00-5206 POLICE REPORTS	600	0.00	317.50	0.00	282.50	52.92
TOTAL CHARGES FOR SERVICES	59,100	3,771.40	33,095.20	0.00	26,004.80	56.00
GRANTS						
01-5-00-5250 FIRE DEPT GRANT	0	0.00	0.00	0.00	0.00	0.00
01-5-00-5251 EMERGENCY MGT GRANT	0	0.00	0.00	0.00	0.00	0.00
01-5-00-5252 GRANT - POLICE	0	0.00	852.56	0.00	(852.56)	0.00
01-5-00-5253 CDBG	0	0.00	0.00	0.00	0.00	0.00
TOTAL GRANTS	0	0.00	852.56	0.00	(852.56)	0.00
POLICE						
01-5-00-5260 MUNICIPAL COURT	350,000	20,682.78	154,922.20	0.00	195,077.80	44.26
01-5-00-5262 SRO CONTRACT	29,498	0.00	14,749.10	0.00	14,748.90	50.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2014

01 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
01-5-00-5265 DEA OT REIMBURSEMENT	0	0.00	0.00	0.00	0.00	0.00
01-5-00-5270 FEDERAL FORFEITURES	0	0.00	(15,217.14)	0.00	15,217.14	0.00
01-5-00-5272 LOAN PROCEEDS - 7 POLICE C	0	0.00	0.00	0.00	0.00	0.00
TOTAL POLICE	379,498	20,682.78	154,454.16	0.00	225,043.84	40.70
MISCELLANEOUS/OTHER						
01-5-00-5301 INTEREST INCOME	1,200	0.00	176.51	0.00	1,023.49	14.71
01-5-00-5302 DONATIONS	0	1,000.00	1,030.00	0.00	(1,030.00)	0.00
01-5-00-5304 REFUNDS	15,000	6,260.68	21,106.58	0.00	(6,106.58)	140.71
01-5-00-5306 MISCELLANEOUS	15,000	0.00	17,084.17	0.00	(2,084.17)	113.89
01-5-00-5308 ANIMAL CONTROL DONATIONS	0	0.00	0.00	0.00	0.00	0.00
01-5-00-5350 SALE OF ASSETS	0	0.00	0.00	0.00	0.00	0.00
01-5-00-5352 TRANSFER FROM GUSA	205,119	17,093.25	119,652.75	0.00	85,466.25	58.33
01-5-00-5353 TRANSFER FROM INDUSTRIAL A	32,466	2,705.59	18,939.13	0.00	13,526.87	58.34
01-5-00-5354 TRANSFER FROM GEMS	33,748	3,083.00	21,581.00	0.00	12,167.00	63.95
01-5-00-5355 E 911 FEES	65,000	6,825.15	46,299.48	0.00	18,700.52	71.23
01-5-00-5358 RENTAL INCOME	45,000	9,224.35	34,570.45	0.00	10,429.55	76.82
01-5-00-5365 FUND BALANCE REVENUE	0	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS/OTHER	412,533	46,192.02	280,440.07	0.00	132,092.93	67.98
TOTAL NON-DEPARTMENTAL	8,095,422	685,485.42	4,604,069.56	0.00	3,491,352.44	56.87
TOTAL REVENUE	8,095,422	685,485.42	4,604,069.56	0.00	3,491,352.44	56.87

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2014

01 -GENERAL FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
EXPENDITURE SUMMARY						
GENERAL GOVERNMENT						
PERSONAL SERVICES	453,907	44,974.75	268,767.38	0.00	185,139.62	59.21
SUPPLIES	39,500	2,909.01	28,389.53	1,811.61	9,298.86	76.46
OTHER SERVICES & CHARGES	338,025	71,992.25	211,639.22	9,346.59	117,039.19	65.38
TRAVEL & TRAINING	20,000	204.81	2,429.49	874.00	16,696.51	16.52
REPAIRS & MAINTENANCE	21,600	8,110.76	14,609.89	3,169.90	3,820.21	82.31
MISCELLANEOUS	14,600	2,582.50	11,885.50	0.00	2,714.50	81.41
CAPITAL	2,113,853	183,201.77	1,209,290.40	0.00	904,562.60	57.21
TOTAL GENERAL GOVERNMENT	3,001,485	313,975.85	1,747,011.41	15,202.10	1,239,271.49	58.71
ANIMAL CONTROL						
SUPPLIES	5,000	58.94	1,726.69	130.77	3,142.54	37.15
TOTAL ANIMAL CONTROL	5,000	58.94	1,726.69	130.77	3,142.54	37.15
POLICE DEPARTMENT						
PERSONAL SERVICES	1,722,692	166,950.25	993,714.32	0.00	728,977.68	57.68
SUPPLIES	118,000	8,436.82	56,579.92	2,460.35	58,959.73	50.03
OTHER SERVICES & CHARGES	45,000	7,078.91	29,337.63	0.00	15,662.37	65.19
TRAVEL & TRAINING	5,000	124.81	478.23	50.70	4,471.07	10.58
REPAIRS & MAINTENANCE	30,000	2,553.59	18,708.76	1,941.29	9,349.95	68.83
MISCELLANEOUS	90,550	15,053.72	60,214.88	0.00	30,335.12	66.50
TOTAL POLICE DEPARTMENT	2,011,242	200,198.10	1,159,033.74	4,452.34	847,755.92	57.85
FIRE DEPARTMENT						
PERSONAL SERVICES	1,222,987	133,801.91	783,278.96	0.00	439,708.04	64.05
SUPPLIES	41,100	2,950.54	23,593.92	344.68	17,161.40	58.24
OTHER SERVICES & CHARGES	10,000	1,517.25	3,269.79	0.00	6,730.21	32.70
TRAVEL & TRAINING	14,000	411.35	5,831.43	0.00	8,168.57	41.65
REPAIRS & MAINTENANCE	31,000	6,786.07	18,617.34	439.66	11,943.00	61.47
MISCELLANEOUS	6,000	0.00	1,964.00	0.00	4,036.00	32.73
TOTAL FIRE DEPARTMENT	1,325,087	145,467.12	836,555.44	784.34	487,747.22	63.19
EMERGENCY MGMT						
SUPPLIES	5,500	0.00	1,163.16	0.00	4,336.84	21.15
REPAIRS & MAINTENANCE	33,000	2,492.40	2,684.16	0.00	30,315.84	8.13
TOTAL EMERGENCY MGMT	38,500	2,492.40	3,847.32	0.00	34,652.68	9.99
COMMUNITY DEVELOPMENT						
PERSONAL SERVICES	315,114	(808.03)	179,322.44	0.00	135,791.56	56.91
SUPPLIES	20,000	1,135.21	8,783.84	833.79	10,382.37	48.09
OTHER SERVICES & CHARGES	85,000	6,452.47	33,540.87	0.00	51,459.13	39.46
TRAVEL & TRAINING	5,900	306.00	3,088.28	245.00	2,566.72	56.50
MISCELLANEOUS	7,800	50.00	3,635.64	0.00	4,164.36	46.61
TOTAL COMMUNITY DEVELOPMENT	433,814	7,135.65	228,371.07	1,078.79	204,364.14	52.89

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2014

01 -GENERAL FUND

FINANCIAL SUMMARY % OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
ADMINISTRATION						
PERSONAL SERVICES	573,957	224,411.47	476,274.05	0.00	97,682.95	82.98
SUPPLIES	5,500	360.11	2,984.50	0.00	2,515.50	54.26
TRAVEL & TRAINING	12,000	480.00	5,277.78	0.00	6,722.22	43.98
MISCELLANEOUS	2,000	0.00	669.00	0.00	1,331.00	33.45
TOTAL ADMINISTRATION	593,457	225,251.58	485,205.33	0.00	108,251.67	81.76
STREETS & PARKS						
PERSONAL SERVICES	167,624	48,297.96	81,425.09	0.00	86,198.91	48.58
SUPPLIES	47,000	2,444.35	22,040.28	(165.98)	25,125.70	46.54
OTHER SERVICES & CHARGES	186,313	21,845.14	68,624.59	708.05	116,980.36	37.21
TRAVEL & TRAINING	1,000	0.75	395.25	0.00	604.75	39.53
REPAIRS & MAINTENANCE	284,900	12,850.09	57,965.31	432.08	226,502.61	20.50
TOTAL STREETS & PARKS	686,837	85,438.29	230,450.52	974.15	455,412.33	33.69
TOTAL EXPENDITURES	8,095,422	980,017.93	4,692,201.52	22,622.49	3,380,597.99	58.24
REVENUE OVER/(UNDER) EXPENDITURES	0	(294,532.51)	(88,131.96)	(22,622.49)	110,754.45	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2014

02 -GUSA

% OF YEAR COMPLETED: 58.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
NON-DEPARTMENTAL						
CHARGES FOR SERVICES						
02-5-00-5210 WATER SALES	2,043,090	155,969.10	1,208,597.82	0.00	834,492.18	59.16
02-5-00-5211 SEWER FEES	819,000	60,297.10	448,123.97	0.00	370,876.03	54.72
02-5-00-5212 REFUSE FEES	520,000	44,161.88	307,005.66	0.00	212,994.34	59.04
02-5-00-5213 SOLID WASTE MGT FEE	16,000	1,357.65	9,474.31	0.00	6,525.69	59.21
02-5-00-5214 STORM WATER MANAGEMENT FEE	91,000	7,776.00	54,266.92	0.00	36,733.08	59.63
02-5-00-5215 WATER/WASTEWATER FEE	7,500	893.20	5,575.16	0.00	1,924.84	74.34
02-5-00-5216 DELINQUENT FEES	93,000	7,821.94	57,820.72	0.00	35,179.28	62.17
02-5-00-5217 CONNECT/TRANSFER FEE	6,900	490.00	4,130.00	0.00	2,770.00	59.86
02-5-00-5218 RECONNECT FEE	37,350	4,170.00	20,562.28	0.00	16,787.72	55.05
02-5-00-5219 METER PULL FEE	0	0.00	0.00	0.00	0.00	0.00
02-5-00-5220 WATER TAPS	85,000	4,800.00	35,600.00	0.00	49,400.00	41.88
02-5-00-5221 SEWER TAPS	18,000	1,000.00	7,850.00	0.00	10,150.00	43.61
TOTAL CHARGES FOR SERVICES	3,736,840	288,736.87	2,159,006.84	0.00	1,577,833.16	57.78
GRANTS						
02-5-00-5251 FEMA	0	0.00	0.00	0.00	0.00	0.00
02-5-00-5252 REIMBURSEMENT	0	0.00	0.00	0.00	0.00	0.00
TOTAL GRANTS	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS/OTHER						
02-5-00-5301 INTEREST INCOME	10	0.00	36.29	0.00	(26.29)	362.90
02-5-00-5303 INTEREST - BOK	133,000	17.68	114.31	0.00	132,885.69	0.09
02-5-00-5305 INTEREST - C D	1,025	94.01	646.20	0.00	378.80	63.04
02-5-00-5306 MISCELLANEOUS	1,500	0.00	1,400.00	0.00	100.00	93.33
02-5-00-5307 INTEREST - SPIRIT BANK	0	0.00	0.00	0.00	0.00	0.00
02-5-00-5310 ONLINE PYMT FEES	10,000	1,022.50	6,802.50	0.00	3,197.50	68.03
02-5-00-5311 REFUNDS	221,910	0.00	0.00	0.00	221,910.00	0.00
02-5-00-5312 RETURN CHECK FEES	3,200	120.00	1,530.00	0.00	1,670.00	47.81
02-5-00-5313 COPIES	100	0.00	5.75	0.00	94.25	5.75
02-5-00-5315 TRANSFER IN	2,020,500	362,695.96	1,556,470.93	0.00	464,029.07	77.03
02-5-00-5365 FUND BALANCE REVENUE	0	0.00	0.00	0.00	0.00	0.00
02-5-00-5366 BOND PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
02-5-00-5367 OWRB LOAN PROCEEDS	25,000	0.00	136,719.75	0.00	(111,719.75)	546.88
TOTAL MISCELLANEOUS/OTHER	2,416,245	363,950.15	1,703,725.73	0.00	712,519.27	70.51
TOTAL NON-DEPARTMENTAL	6,153,085	652,687.02	3,862,732.57	0.00	2,290,352.43	62.78
TOTAL REVENUE	6,153,085	652,687.02	3,862,732.57	0.00	2,290,352.43	62.78

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2014

02 -GUSA

FINANCIAL SUMMARY % OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
EXPENDITURE SUMMARY						
WATER & SEWER						
PERSONAL SERVICES	230,997	21,928.99	132,887.95	0.00	98,108.99	57.53
SUPPLIES	68,950	3,327.70	30,999.87	295.26	37,654.87	45.39
OTHER SERVICES & CHARGES	4,239,342	267,011.37	2,752,891.56	14,158.68	1,472,291.76	65.27
TRAVEL & TRAINING	3,000	100.00	137.17	0.00	2,862.83	4.57
REPAIRS & MAINTENANCE	5,000	904.73	1,962.96	407.58	2,629.46	47.41
MISCELLANEOUS	812,264	65,387.99	401,688.13	50,545.59	360,030.28	55.68
CAPITAL	285,500	23,791.67	166,541.69	0.00	118,958.31	58.33
TOTAL WATER & SEWER	5,645,053	382,452.45	3,487,109.33	65,407.11	2,092,536.50	62.93
REFUSE						
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
OTHER SERVICES & CHARGES	487,000	41,673.48	291,552.59	0.00	195,447.41	59.87
MISCELLANEOUS	21,032	0.00	20,680.46	0.00	351.54	98.33
TOTAL REFUSE	508,032	41,673.48	312,233.05	0.00	195,798.95	61.46
TOTAL EXPENDITURES	6,153,085	424,125.93	3,799,342.38	65,407.11	2,288,335.45	62.81
REVENUE OVER/(UNDER) EXPENDITURES	0	228,561.09	63,390.19	(65,407.11)	2,016.98	1,533.33-

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2014

03 -CAPITAL FUND

% OF YEAR COMPLETED: 58.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
NON-DEPARTMENTAL						
MISCELLANEOUS/OTHER						
03-5-00-5301 INTEREST INCOME	0	0.00	0.00	0.00	0.00	0.00
03-5-00-5306 MISCELLANEOUS REVENUE	0	0.00	0.00	0.00	0.00	0.00
03-5-00-5352 TRANSFER IN - GUSA	285,500	23,791.67	166,541.69	0.00	118,958.31	58.33
03-5-00-5354 TRANSFER IN - GEMS	0	0.00	0.00	0.00	0.00	0.00
03-5-00-5500 TRANSFER IN - SALES TAX	1,564,382	137,612.85	890,017.96	0.00	674,364.04	56.89
03-5-00-5501 TRANSFER IN - CITY	546,971	45,588.92	319,122.44	0.00	227,848.56	58.34
03-5-00-5504 TRANSFER IN - BONDS	0	0.00	0.00	0.00	0.00	0.00
03-5-00-5505 FUND BALANCE REVENUE	0	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS/OTHER	2,396,853	206,993.44	1,375,682.09	0.00	1,021,170.91	57.40
TOTAL NON-DEPARTMENTAL	2,396,853	206,993.44	1,375,682.09	0.00	1,021,170.91	57.40
TOTAL REVENUE	2,396,853	206,993.44	1,375,682.09	0.00	1,021,170.91	57.40

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2014

03 -CAPITAL FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
EXPENDITURE SUMMARY						
NON-DEPARTMENTAL						
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL	2,396,853	199,849.56	1,458,614.46	180.88	938,057.66	60.86
TOTAL NON-DEPARTMENTAL	2,396,853	199,849.56	1,458,614.46	180.88	938,057.66	60.86
TOTAL EXPENDITURES	2,396,853	199,849.56	1,458,614.46	180.88	938,057.66	60.86
REVENUE OVER/(UNDER) EXPENDITURES	0	7,143.88	(82,932.37)	(180.88)	83,113.25	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2014

30 -INDUSTRIAL AUTHORITY

% OF YEAR COMPLETED: 58.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
NON-DEPARTMENTAL						
MISCELLANEOUS/OTHER						
30-5-00-5400 LEASE REVENUE - EMS PLUS	32,467	2,705.55	18,938.85	0.00	13,528.15	58.33
30-5-00-5410 LANDSCAPE REVENUE	0	0.00	0.00	0.00	0.00	0.00
30-5-00-5450 CONFERENCE CENTER REVENUE	200,000	23,239.77	132,651.82	0.00	67,348.18	66.33
30-5-00-5500 TRANSFER IN	0	0.00	0.00	0.00	0.00	0.00
30-5-00-5505 MISCELLANEOUS INCOME	0	0.00	0.00	0.00	0.00	0.00
30-5-00-5510 INTEREST INCOME	0	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS/OTHER	232,467	25,945.32	151,590.67	0.00	80,876.33	65.21
TOTAL NON-DEPARTMENTAL	232,467	25,945.32	151,590.67	0.00	80,876.33	65.21
TOTAL REVENUE	232,467	25,945.32	151,590.67	0.00	80,876.33	65.21

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2014

30 -INDUSTRIAL AUTHORITY

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
EXPENDITURE SUMMARY						
NON-DEPARTMENTAL						
SUPPLIES	30,000	2,126.54	9,202.07	2,171.62	18,626.31	37.91
OTHER SERVICES & CHARGES	120,000	7,313.57	55,193.40	150.00	64,656.60	46.12
REPAIRS & MAINTENANCE	50,000	970.82	25,151.61	0.00	24,848.39	50.30
CAPITAL	32,467	2,705.59	18,939.13	0.00	13,527.87	58.33
TOTAL NON-DEPARTMENTAL	232,467	13,116.52	108,486.21	2,321.62	121,659.17	47.67
TOTAL EXPENDITURES	232,467	13,116.52	108,486.21	2,321.62	121,659.17	47.67
REVENUE OVER/(UNDER) EXPENDITURES	0	12,828.80	43,104.46	(2,321.62)	(40,782.84)	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2014

31 -GEMS

% OF YEAR COMPLETED: 58.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
NON-DEPARTMENTAL						
TAXES						
31-5-00-5006 TAXES	240,000	152,076.85	164,791.24	0.00	75,208.76	68.66
31-5-00-5012 FUND BALANCE	0	0.00	0.00	0.00	0.00	0.00
TOTAL TAXES	240,000	152,076.85	164,791.24	0.00	75,208.76	68.66
MISCELLANEOUS/OTHER						
31-5-00-5301 INTEREST	220	0.00	62.61	0.00	157.39	28.46
TOTAL MISCELLANEOUS/OTHER	220	0.00	62.61	0.00	157.39	28.46
TOTAL NON-DEPARTMENTAL	240,220	152,076.85	164,853.85	0.00	75,366.15	68.63
TOTAL REVENUE	240,220	152,076.85	164,853.85	0.00	75,366.15	68.63

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2014

31 -GEMS

FINANCIAL SUMMARY % OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
EXPENDITURE SUMMARY						
NON-DEPARTMENTAL						
PERSONAL SERVICES	11,265	922.08	6,366.56	0.00	4,898.44	56.52
SUPPLIES	26,955	0.00	7,421.70	0.00	19,533.30	27.53
OTHER SERVICES & CHARGES	157,700	9,915.00	66,954.68	10,849.38	79,895.94	49.34
CAPITAL	44,300	11,206.17	31,544.99	0.00	12,755.01	71.21
TOTAL NON-DEPARTMENTAL	240,220	22,043.25	112,287.93	10,849.38	117,082.69	51.26
TOTAL EXPENDITURES	240,220	22,043.25	112,287.93	10,849.38	117,082.69	51.26
REVENUE OVER/(UNDER) EXPENDITURES	0	130,033.60	52,565.92	(10,849.38)	(41,716.54)	0.00

2013-2014	SALES TAX		DIFF FROM	% Change
	Feb 13	Feb 14	2012-2013	2013-2014
Glenpool	534,995.88	561,693.67	26,697.79	4.99%
Jenks	387,266.38	371,788.86	(15,477.52)	-4.00%
Bixby	681,115.48	768,073.39	86,957.91	12.77%
Sand Springs	900,868.94	919,808.92	18,939.98	2.10%
Coweta	264,303.57	271,778.38	7,474.81	2.83%
Sapulpa	1,033,994.89	1,031,598.41	(2,396.48)	-0.23%
Tulsa	20,625,648.44	21,044,184.51	418,536.07	2.03%
Broken Arrow	3,128,703.48	3,308,193.38	179,489.90	5.74%
Owasso	1,817,864.08	1,990,103.51	172,239.43	9.47%
Catoosa	261,984.45	288,551.54	26,567.09	10.14%
Claremore	948,638.97	976,906.74	28,267.77	2.98%
Collinsville	119,457.79	123,023.30	3,565.51	2.98%

2013-2014	SALES TAX		DIFF FROM	% Change
	YTD 12/13	YTD 13/14	PRIOR YEAR	2013-2014
Glenpool	4,015,638.18	4,121,765.40	106,127.22	2.64%
Jenks	3,114,782.74	3,305,581.15	190,798.41	6.13%
Bixby	5,431,329.41	6,423,572.82	992,243.41	18.27%
Sand Springs	6,918,344.14	6,935,444.76	17,100.62	0.25%
Coweta	1,941,678.45	2,089,402.18	147,723.73	7.61%
Sapulpa	7,669,630.99	7,842,353.86	172,722.87	2.25%
Tulsa	154,403,173.30	155,861,672.66	1,458,499.36	0.94%
Broken Arrow	23,908,541.81	24,817,256.73	908,714.92	3.80%
Owasso	12,861,775.35	14,103,560.95	1,241,785.60	9.65%
Catoosa	2,182,004.17	2,322,077.73	140,073.56	6.42%
Claremore	7,067,089.88	7,352,878.21	285,788.33	4.04%
Collinsville	951,032.25	980,568.41	29,536.16	3.11%

NOTICE
GLENPOOL INDUSTRIAL AUTHORITY
SPECIAL MEETING

A Special Session of the Glenpool Industrial Authority will be held immediately following the Glenpool City Council meeting which begins at 6:00 p.m., Tuesday, February 18, 2014, at Glenpool City Hall, City Council Chambers, 3rd Floor, 12205 S. Yukon Ave., P.O. Box 70, 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 adopt Joint Resolution No. 14-02-01, "APPROVING A REAL ESTATE PURCHASE AND EXCHANGE AGREEMENT BETWEEN THE CITY OF GLENPOOL, ACTING BY ITS GLENPOOL INDUSTRIAL TRUST AUTHORITY, AND SHARP MORTGAGE COMPANY PERTAINING TO THE DISPOSITION OF CERTAIN REAL PROPERTY BELONGING TO THE GLENPOOL INDUSTRIAL TRUST AUTHORITY, AUTHORIZING EXECUTION OF SAID AGREEMENT BY THE CITY MANAGER (OR INTERIM CITY MANAGER) ON BEHALF OF THE CITY AND BY THE CHAIRMAN OF THE BOARD OF TRUSTEES ON BEHALF OF THE GLENPOOL INDUSTRIAL TRUST AUTHORITY, AND AUTHORIZING STAFF OF THE CITY AND THE GLENPOOL INDUSTRIAL TRUST AUTHORITY TO UNDERTAKE ALL SUCH INSTRUMENTS, DOCUMENTS AND SUCH OTHER ACTIONS AS NEEDED TO CONCLUDE THE TRANSACITON CONTEMPLATED BY SAID AGREEMENT."

D. Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., P.O. Box 70, Glenpool, Oklahoma, on _____, 2014.

Signed:_____
City Clerk