

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on Monday, June 15, 2015, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

The City Council welcomes comments from citizens of Glenpool who wish to address any item on the agenda. Speakers are requested to complete one of the forms located on the agenda table and return to the City Clerk PRIOR TO THE CALL TO ORDER

AGENDA

- A) Call to Order - Timothy Lee Fox, Mayor**
- B) Roll call, declaration of quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor**
- C) Invocation – Bodie Sanders, Associate Pastor, The Landing Community Church**
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) City Manager Report – Roger Kolman, City Manager**
- F) Mayor Report – Timothy Lee Fox, Mayor**
- G) Council Comments**
- H) Public Comments**
- I) Public Hearing**

Open Hearing

The Mayor shall conduct a Public Hearing to invite public comment concerning the FY 2015-2016 Annual Budget.

Close Hearing

- J) Scheduled Business**
 - 1) Discussion and possible action to approve minutes from June 1, 2015 meeting.**
 - 2) Discussion and possible action to approve Resolution No. 15-06-01, A Resolution Of The Governing Body Of The City Of Glenpool To Comply With And Operate In Accordance With The Municipal Budget Act And Adopt The 2015-2016 Annual Budget for the City of Glenpool, Oklahoma.**
(Julie Casteen, Finance Director)
 - 3) Discussion and possible action on Ordinance No. 698, Ordinance Of The City Council Of Glenpool Amending Title 9, Public Services; Chapter 1, Water Service System; And Section 6,**

Use Of The Public Sewers, Establishing A New Schedule Of Rates Charged For Water Delivery And Wastewater Collection Services Provided To The Residents And Business Of The City Of Glenpool.

(Roger Kolman, City Manager)

- 4) Discussion and possible action to adopt Resolution No. 15-06-02, A Resolution Of The City Of Glenpool, Oklahoma Declaring Its Support And Approval Of The City's Application For Vision 2025 Proposition 3 Funding From Tulsa County, In The Amount Of Nine Hundred Seventy-Eight Thousand Seven Hundred Sixty-Two Dollars (\$978,762.00) For The Design And Construction Of Two Regulation Size Competitive Soccer Fields On Property Belonging To Tulsa County, And To Be Leased To The City Of Glenpool, At 13800 S Peoria, Glenpool, Oklahoma For The Purpose Of Providing Additional Recreational And Fitness Opportunities For Residents Of The City Of Glenpool And Beyond.
(Roger Kolman, City Manager)
- 5) Discussion and possible action to authorize the City Manager, or his designee, as he deems appropriate to execute an agreement with Aetna, Inc. for City of Glenpool employee health care benefits.
(Debbie Pengelly, Human Resources Director)
- 6) Discussion and possible action on renewal of E-911 Service Fee Agreement with Cox Oklahoma Telcom, L.L.C., d/b/a Cox Communications.
(Roger Kolman, City Manager)
- 7) Discussion and possible action to approve the Glenpool Longhorn Lift Station Project Capital Improvements Agreement Between the Board of County Commissioners, Tulsa County, Oklahoma, and City of Glenpool, Oklahoma, implementing the May 6, 2015, award of \$179,204.00 of Excess Sales Tax to the City of Glenpool by the Tulsa County Vision Authority, and authorizing Mayor Fox to sign the Agreement.
(Roger Kolman, City Manager)
- 8) Discussion and possible action to approve recommendation by the Glenpool Audit Committee to engage Arledge & Associates, P.C. Certified Public Accountants for Auditing Services for the Year Ending June 30, 2015.
(Julie Casteen, Finance Director)
- 9) Discussion and possible action to accept Public Infrastructure Improvements at the Crossings at Glenpool Phase V.
(Lynn Burrow, Community Development Director)
- 10) Discussion and possible action to approve final plat for The Crossings at Glenpool Phase V, and release for recording purposes.
(Lynn Burrow, Community Development Director)
- 11) Discussion and possible action to approve Ordinance No. 699, An Ordinance Annexing 5.97 Acres, Property Located North Of The Northeast Corner Of 201st Street And US Highway 75, Into The City Of Glenpool, Oklahoma, Municipal Limits; And Declaring An Emergency.
(Rick Malone, City Planner)
- 12) Discussion and possible action to approve an Emergency Clause, upon finding it immediately necessary for the peace, health, and safety of the City of Glenpool and the inhabitants thereof that

the provision of Ordinance 699 be put into full force and effect, an emergency is hereby declared to exist by reason whereof the Ordinance shall take effect and be in full force and after its passage as provided by law.

(Lowell Peterson, City Attorney)

- 13)** Discussion and possible action to approve Ordinance No. 700, An Ordinance Annexing 40 Acres, Property Located East Of The Northeast Corner Of 156th Street And US Highway 75, Into The City Of Glenpool, Oklahoma, Municipal Limits; And Declaring An Emergency.
(Rick Malone, City Planner)

- 14)** Discussion and possible action to approve an Emergency Clause, upon finding it immediately necessary for the peace, health, and safety of the City of Glenpool and the inhabitants thereof that the provision of Ordinance 700 be put into full force and effect, an emergency is hereby declared to exist by reason whereof the Ordinance shall take effect and be in full force and after its passage as provided by law.
(Lowell Peterson, City Attorney)

- 15)** Discussion and possible action to approve Ordinance No. 701, An Ordinance Annexing 9.31 Acres, Property Located East Of The Southeast Corner Of 181st Street And Peoria Avenue, Into The City Of Glenpool, Oklahoma, Municipal Limits; And Declaring An Emergency.
(Rick Malone, City Planner)

- 16)** Discussion and possible action to approve an Emergency Clause, upon finding it immediately necessary for the peace, health, and safety of the City of Glenpool and the inhabitants thereof that the provision of Ordinance 701 be put into full force and effect, an emergency is hereby declared to exist by reason whereof the Ordinance shall take effect and be in full force and after its passage as provided by law.
(Lowell Peterson, City Attorney)

- 17)** Discussion and possible action to adopt Ordinance No. 702, An Ordinance Amending Title 6, Misdemeanors, Nuisances And Animals; Chapter 6, Animal Control; Article C, Impoundment, Redemption, Adoption And Disposition, Of The Code Of Ordinances Of The City Of Glenpool, Oklahoma, (2013) And Repealing All Ordinances Or Resolutions, Or Parts Of Ordinances Or Resolutions In Conflict Herewith.
(Lowell Peterson, City Attorney)

K) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____, 2015 at _____am/pm.

Signed: _____
City Clerk



Staff Memo

Date: June 10, 2015

To: Honorable Mayor and City Council

From: Julie Casteen, Finance Director

Re: FY 2015-2016 Budget Public Hearing

Background

According to the Municipal Budget Act (11.O.S. §§ 17-201 through 17-216), at least one public hearing must be held no later than 15 days prior to the beginning of the budget year (July 1).

Staff Recommendation

Staff recommends that the Mayor declare a public hearing for the purpose of receiving citizen input concerning the Fiscal Year 2015-2016 Proposed Budget for the City of Glenpool.

Attachment

FY2015-2016 Proposed Budget



FY 2015-2016
Proposed
Budget





May 27, 2015

Dear Mayor and Members of the City Council:

The accompanying proposed budget for the 2015-2016 fiscal year is submitted for your review and discussion. The annual budget process provides the city with the opportunity to review not only where it has been historically, but where it is headed in the future. The results of that process are encapsulated in the estimated revenues and expenditures/expenses that are included in the accompanying fund and department level budget proposals.

This year's budget proposal is prepared and presented in accordance with the Oklahoma Municipal Budget Act and includes budgets required for all funds under the control of the City of Glenpool and its two Trust Authorities.

Highlights of the proposed budget include:

- A full year of operations for the city's Animal Control Services under the umbrella of the Police Department.
- The acquisition of new vehicles for the Police Department to replace older, high mileage vehicles.
- Salary increases for all represented and non-represented employees.
- Matching funds for CDBG funding to improve ADA compliance at the Senior Citizens Center.
- The continuation of the expenditure of \$250,000 for needed road maintenance projects.
- Creation of emergency reserve funds within the General Fund, Glenpool Utility Services Authority and the Glenpool Industrial Authority.
- Implementation of a Council Contingency line item to address unforeseen opportunities that may arise during the year.

Glenpool continues to see significant residential and commercial growth as the metro area expands to the southwest along the Highway 75 corridor, and we expect that trend to continue over the next several fiscal years. That growth will be key in providing the funding for the amenities that our citizens demand and deserve.

I am proud of the hard work that the staff put into creating this year's proposed budget, and for that matter for all that they do on a daily basis for our citizens.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Kolman", is written over a light blue circular stamp.

Roger Kolman, M. Admin, CPA
City Manager

CITY OF GLENPOOL
FY2015-2016 GENERAL FUND SUMMARY OF REVENUES

GENERAL FUND REVENUE	2010-2011 ACTUAL	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 BUDGET	2014-2015 PROJECTED YEAR END	2015-2016 BUDGET PROPOSAL
SALES TAX	\$ 3,937,460	\$ 4,227,407	\$ 4,464,546	\$ 4,574,905	\$ 4,700,199	\$ 4,936,924	\$ 4,963,140
DEDICATED TAX	1,302,199	1,401,456	1,484,721	1,523,943	1,565,466	1,645,641	1,654,400
USE TAX	117,220	96,962	115,189	205,798	110,000	325,483	180,000
EXCISE TAX	19,373	20,101	20,136	20,780	20,100	21,035	21,000
CIGARETTE TAX	76,262	81,026	74,595	71,268	77,500	74,576	75,000
AD VALOREM TAX	15,029	2,276	1,296	2	-	-	-
ALCOHOLIC BEVERAGE TAX	14,361	17,468	18,409	19,772	20,000	20,409	20,000
COMMERCIAL VEHICLE TAX	59,248	75,073	77,616	87,667	90,000	88,877	88,000
LODGING TAX	74,623	87,580	91,486	96,503	100,000	133,670	158,000
FRANCHISE TAX	440,185	397,725	435,436	454,027	450,000	478,633	476,500
TOTAL TAXES	\$ 6,055,960	\$ 6,407,073	\$ 6,783,431	\$ 7,054,665	\$ 7,133,265	\$ 7,725,248	\$ 7,636,040
SOLICITORS LICENSE	\$ 525	\$ 292	\$ 1,613	\$ 838	\$ 925	\$ 933	\$ 900
BUILDING PERMITS	23,422	20,382	25,681	37,972	71,000	41,195	30,000
OCCUPATION TAX/ALC BEV LICENSE	4,580	2,500	3,418	6,525	3,000	-	3,000
PLUMBING LICENSE	5,390	5,355	7,825	6,360	8,000	6,287	7,100
ELECTRICAL LICENSE	6,555	7,135	8,865	7,565	8,800	8,100	8,500
MECHANICAL LICENSE	4,840	4,530	3,915	4,320	3,700	3,593	4,000
PET LICENSE	889	602	419	320	500	95	300
DEVELOPMENT FEES	30,567	16,581	23,426	23,695	20,000	6,079	5,000
ASSESSMENT LETTERS	3,000	3,455	3,950	3,913	3,300	4,520	4,000
FIREWORKS PERMITS	5,375	5,785	7,440	9,910	6,000	4,573	4,000
SIGN PERMITS	100	-	675	1,250	800	467	500
STATE PERMIT FEES	19	45	60	63	200	82	100
TOTAL LICENSES	\$ 85,261	\$ 66,662	\$ 87,287	\$ 102,731	\$ 126,225	\$ 75,924	\$ 67,400
ZONING FEES	\$ 3,633	\$ 3,775	\$ 5,193	\$ 3,425	\$ 3,500	\$ 5,167	\$ 3,500
INSPECTION FEES	32,558	43,965	45,600	100,932	89,000	88,427	89,000
DOG POUND	7,764	6,991	4,827	5,906	5,000	4,973	5,200
POLICE REPORTS	827	611	564	505	600	854	600
TOTAL CHARGES FOR SERVICES	\$ 44,782	\$ 55,342	\$ 56,183	\$ 110,768	\$ 98,100	\$ 99,421	\$ 98,300
FIRE DEPT GRANT	\$ 4,398	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EMERGENCY MGT GRANT	-	25,352	8,767	3,838	-	-	-
POLICE DEPT GRANT	12,670	1,203	15,239	1,353	-	-	-
CDBG	-	-	-	73,603	43,915	58,552	64,465
TOTAL GRANTS	\$ 17,068	\$ 26,554	\$ 24,006	\$ 78,794	\$ 43,915	\$ 58,552	\$ 64,465
MUNICIPAL COURT	\$ 280,570	\$ 399,844	\$ 350,323	\$ 296,078	\$ 320,000	\$ 298,403	\$ 320,000
SRO CONTRACT	29,498	29,498	29,498	29,498	29,498	39,330	30,000
DEA OT REIMBURSEMENT	15,665	19,547	8,598	-	-	-	-
FEDERAL FORFEITURES	28,302	39,826	8,219	2,121	-	77,452	2,000
TOTAL FINES & FORFEITURES	\$ 354,035	\$ 488,715	\$ 396,638	\$ 327,697	\$ 349,498	\$ 415,185	\$ 352,000
INTEREST INCOME	\$ 4,673	\$ 3,553	\$ 971	\$ 310	\$ 300	\$ 644	\$ 300
DONATIONS	3,335	50	-	1,030	-	-	-
REFUNDS	7,939	17,210	122,955	36,824	35,000	32,369	35,000
MISCELLANEOUS	2,533	10,809	30,155	42,680	20,000	20,925	20,000
SALE OF ASSETS	86,800	-	13,300	-	-	18,666	-
E 911 FEES	64,783	73,262	64,940	75,665	80,000	69,643	80,000
RENTAL INCOME	20,757	42,095	45,039	60,185	60,000	53,228	31,800
TOTAL MISCELLANEOUS	\$ 190,819	\$ 146,978	\$ 277,360	\$ 216,694	\$ 195,300	\$ 195,475	\$ 167,100
TRANSFER FROM GUSA	\$ 200,000	\$ 204,000	\$ 222,170	\$ 205,119	\$ 236,619	\$ 236,613	\$ 1,031,555
TRANSFER FROM INDUSTRIAL AUTH	32,466	32,466	32,466	32,467	97,967	61,576	63,970
TRANSFER FROM GEMS	31,907	33,748	45,791	46,579	44,300	43,375	48,700
TOTAL TRANSFERS	\$ 264,373	\$ 270,214	\$ 300,427	\$ 284,165	\$ 378,886	\$ 341,564	\$ 1,144,225
							\$ -
TOTAL REVENUE	\$ 7,012,299	\$ 7,461,539	\$ 7,925,331	\$ 8,175,514	\$ 8,325,189	\$ 8,911,369	\$ 9,529,530

CITY OF GLENPOOL

FY2015-2016 GENERAL FUND SUMMARY OF SALES AND USE TAX

	2010-2011 ACTUAL	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 PROJECTED	2015-2016 BUDGET
Sales Tax	\$ 5,239,659	\$ 5,628,863	\$ 5,949,268	\$ 6,098,848	\$ 6,582,565	\$ 6,617,540
Use Tax	117,220	96,962	115,189	205,798	325,483	180,000
Combined	\$ 5,356,879	\$ 5,725,825	\$ 6,064,456	\$ 6,304,646	\$ 6,908,048	\$ 6,797,540

SALES TAX SUMMARY

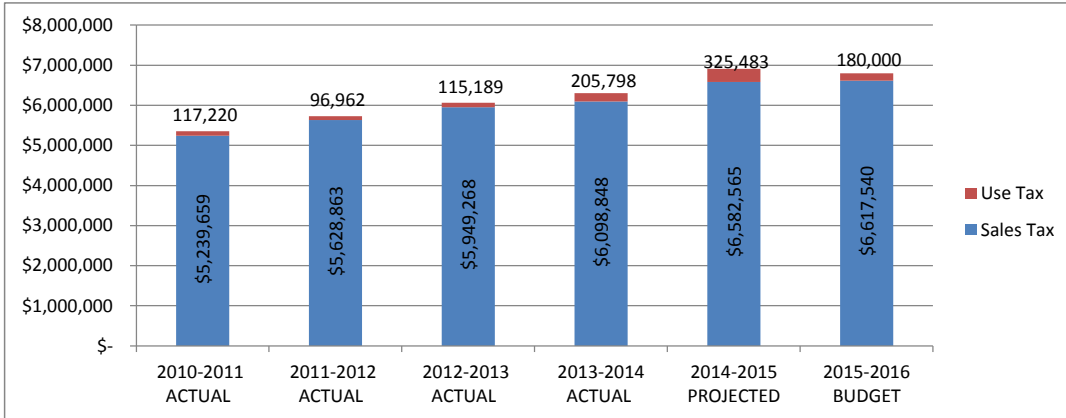
\$ Change from Prior Year	\$ 113,023	\$ 389,204	\$ 320,405	\$ 149,580	\$ 483,717	\$ 34,975
% Change	2.20%	7.43%	5.69%	2.51%	7.93%	0.53%

USE TAX SUMMARY

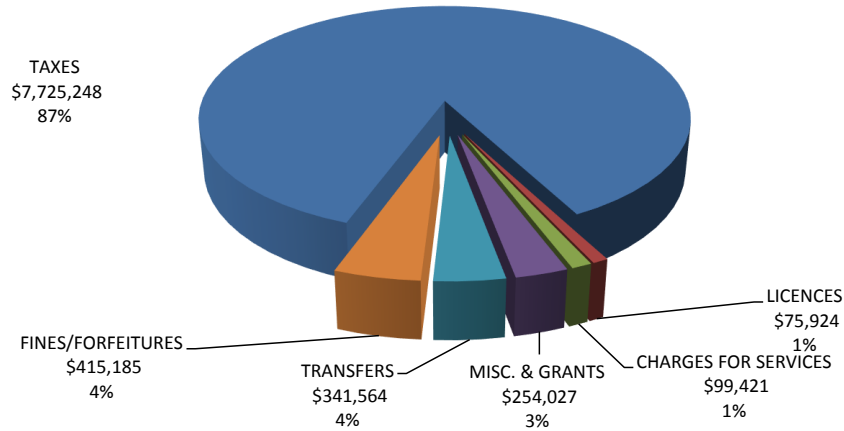
\$ Change from Prior Year	\$ 15,170	\$ (20,258)	\$ 18,227	\$ 90,609	\$ 119,685	\$ (145,483)
% Change	14.86%	-17.28%	18.80%	78.66%	58.16%	-44.70%

COMBINED SALES AND USE TAX SUMMARY

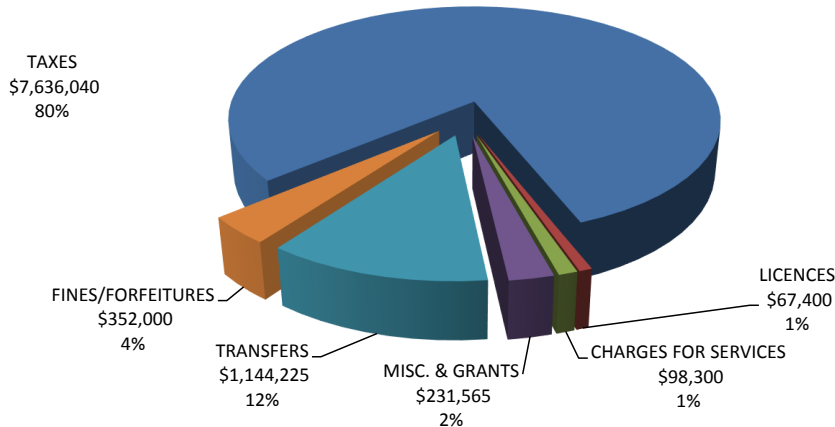
\$ Change from Prior Year	\$ 128,193	\$ 368,946	\$ 338,632	\$ 240,190	\$ 603,402	\$ (110,508)
% Change	2.45%	6.89%	5.91%	3.96%	9.57%	-1.60%



PROJECTED REVENUE FY2015

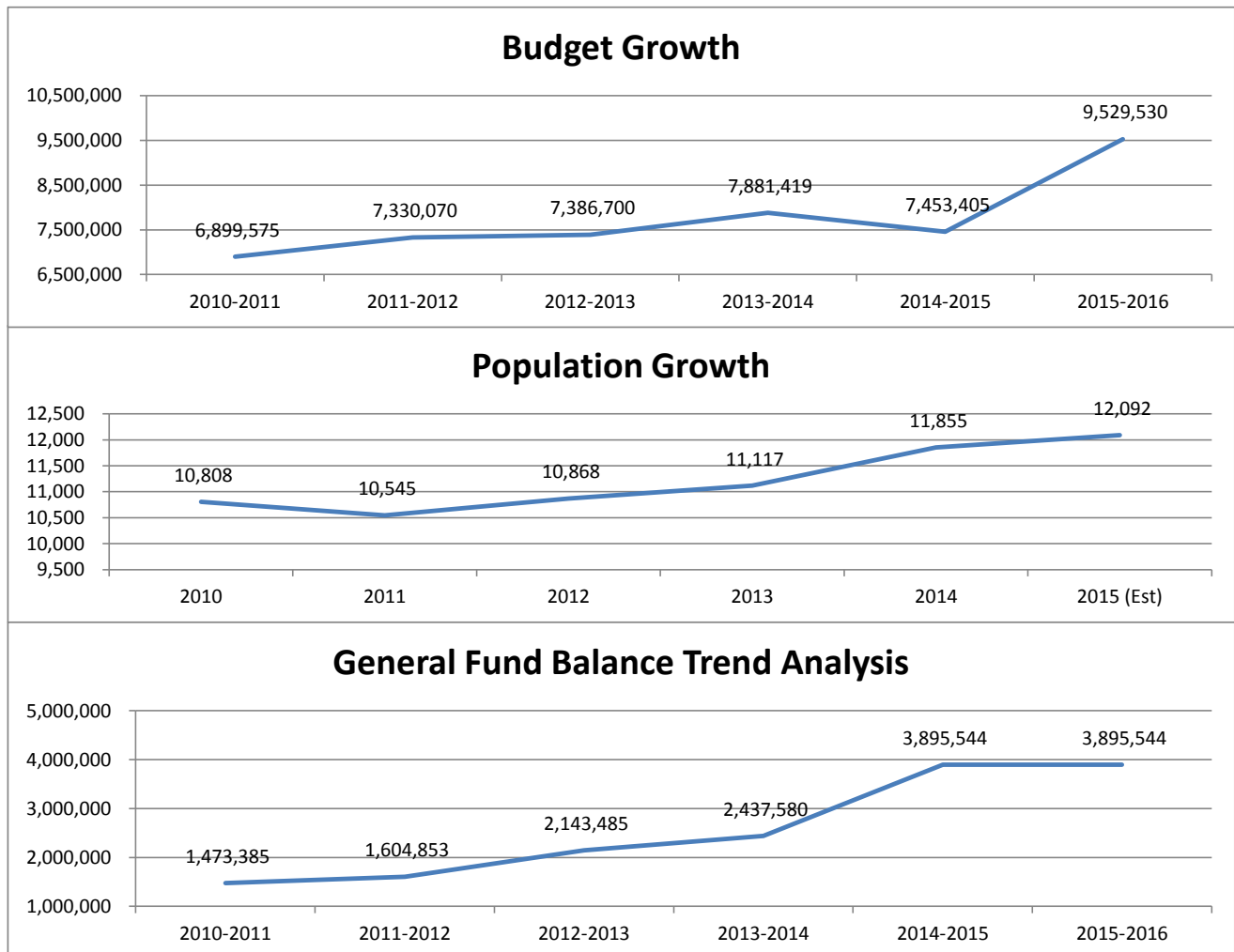


REVENUE BUDGET FY2016



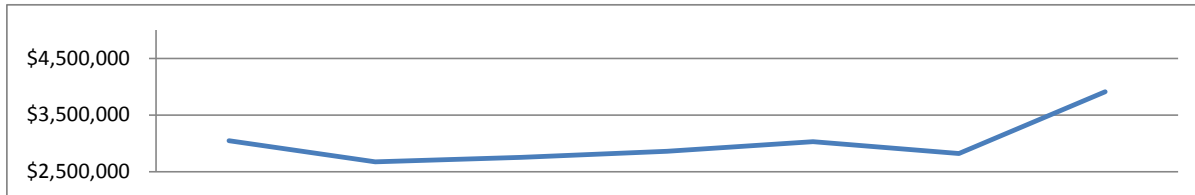
CITY OF GLENPOOL
FY2015-2016 GENERAL FUND SUMMARY OF EXPENDITURES

GENERAL FUND EXPENDITURES	2010-2011 ACTUAL	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 BUDGET	2014-2015 PROJECTED YEAR END	2015-2016 BUDGET PROPOSAL
GENERAL GOVT	\$ 3,044,305	\$ 2,671,456	\$ 2,752,854	\$ 2,860,395	\$ 3,030,897	\$ 2,817,051	\$ 3,912,200
POLICE	1,606,776	1,788,655	1,876,909	1,901,599	2,082,914	2,061,694	2,095,650
FIRE	1,123,847	1,188,513	1,234,081	1,342,705	1,522,956	1,341,539	1,683,140
EMERGENCY MGT	12,933	25,578	12,636	18,650	33,500	7,635	28,000
COMMUNITY DEVELOPMENT	316,686	410,016	395,562	327,482	379,733	365,105	420,220
GEN GOVT ADMIN	466,368	509,262	541,753	700,347	516,967	434,764	607,880
STREETS & PARKS	328,660	736,591	572,906	730,241	758,222	425,617	782,440
TOTAL GENERAL FUND	\$ 6,899,575	\$ 7,330,070	\$ 7,386,700	\$ 7,881,419	\$ 8,325,189	\$ 7,453,405	\$ 9,529,530
 BEGINNING FUND BALANCE	 \$ 1,360,661	 \$ 1,473,385	 \$ 1,604,853	 \$ 2,143,485	 \$ 2,437,580	 \$ 2,437,580	 \$ 3,895,544
REVENUE	7,012,299	7,461,539	7,925,331	8,175,514	8,325,189	8,911,369	9,529,530
EXPENDITURES	6,899,575	7,330,070	7,386,700	7,881,419	8,325,189	7,453,405	9,529,530
ENDING FUND BALANCE	\$ 1,473,385	\$ 1,604,853	\$ 2,143,485	\$ 2,437,580	\$ 2,437,580	\$ 3,895,544	\$ 3,895,544



**CITY OF GLENPOOL
FY2015-2016 BUDGET
GENERAL GOVERNMENT
EXPENDITURE SUMMARY**

GENERAL GOVERNMENT CITY CLERK & FINANCE DEPARTMENT	2010-2011 ACTUAL	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 BUDGET	2014-2015 PROJECTED YEAR END	2015-2016 BUDGET PROPOSAL
PERSONAL SERVICES & BENEFITS	\$ 310,974	\$ 358,357	\$ 394,660	\$ 436,210	\$ 414,404	\$ 398,929	\$ 375,100
SUPPLIES	106,721	38,350	51,067	46,667	69,500	56,069	69,250
OTHER SERVICES & CHARGES	279,081	369,145	305,155	240,822	344,877	319,871	307,720
TRAVEL & TRAINING	9,948	12,480	12,288	5,483	8,500	3,440	10,500
REPAIRS & MAINTENANCE	10,725	8,778	4,809	13,762	20,500	18,115	22,500
MISCELLANEOUS	8,891	9,146	4,564	14,788	26,100	25,622	21,175
CAPITAL & TRANSFERS	2,317,965	1,875,200	1,980,310	2,102,663	2,147,016	1,995,005	3,105,955
GENERAL GOVERNMENT TOTAL	\$ 3,044,305	\$ 2,671,456	\$ 2,752,854	\$ 2,860,395	\$ 3,030,897	\$ 2,817,051	\$ 3,912,200



Department Description

This department is responsible for recording City Council meeting minutes, publication of legal notices, regulation of bid openings, preparation of reports and municipal elections. It is also responsible for the receipt, custody, safekeeping deposits and investment disbursements of City revenues, and maintains the general ledger accounting system.

Staff

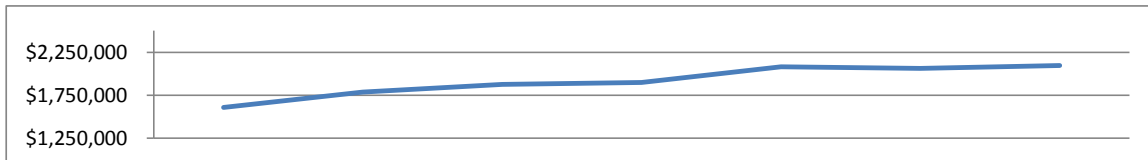
City Clerk
Finance Director
Finance/Payroll Clerk
Finance/Accounting Clerk

Capital and Transfers

To Capital - Lease and Bond Payments
To Capital - 4th penny sales tax
To GUSA - Impact fees
To IDA - Hotel/Sales Tax rebates

**CITY OF GLENPOOL
FY2015-2016 BUDGET
POLICE DEPARTMENT
EXPENDITURE SUMMARY**

POLICE DEPARTMENT	2010-2011 ACTUAL	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 BUDGET	2014-2015 PROJECTED YEAR END	2015-2016 BUDGET PROPOSAL
PERSONAL SERVICES & BENEFITS	\$ 1,478,480	\$ 1,548,091	\$ 1,587,087	\$ 1,609,224	\$ 1,772,124	\$ 1,760,913	\$ 1,811,760
SUPPLIES	39,176	128,849	119,883	114,597	116,600	130,607	113,000
OTHER SERVICES & CHARGES	54,073	45,640	46,876	52,151	54,690	50,643	54,240
TRAVEL & TRAINING	2,523	3,745	4,436	1,215	5,115	5,979	13,000
REPAIRS & MAINTENANCE	32,510	34,198	28,155	30,160	44,350	36,192	35,500
MISCELLANEOUS	15	28,132	90,472	90,322	90,035	77,360	62,650
CAPITAL & TRANSFERS	-	-	-	-	-	-	5,500
POLICE DEPARTMENT TOTAL	\$ 1,606,776	\$ 1,788,655	\$ 1,876,909	\$ 1,897,669	\$ 2,082,914	\$ 2,061,694	\$ 2,095,650



Department Description

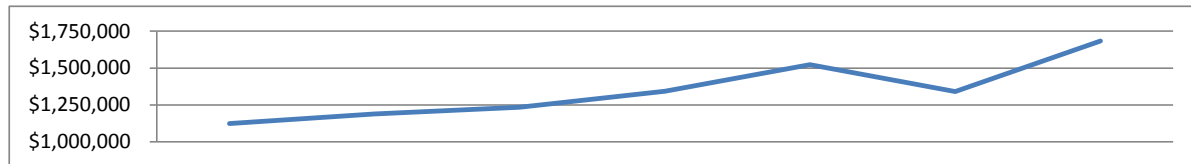
Promotes and preserves safety and welfare of the public; maintains social order within carefully prescribed ethical and constitutional restrictions by prevention and repression of crime, apprehension of offenders, recovery of property, regulation on non-criminal conduct, and performance of miscellaneous services.

Staff

Chief
Assistant Chief
17 Police Officers
Dispatch Supervisor
7 Dispatchers
1 Animal Control - FT
1 Animal Control - PT

**CITY OF GLENPOOL
FY2015-2016 BUDGET
FIRE DEPARTMENT
EXPENDITURE SUMMARY**

FIRE DEPARTMENT	2010-2011 ACTUAL	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 BUDGET	2014-2015 PROJECTED YEAR END	2015-2016 BUDGET PROPOSAL
PERSONAL SERVICES & BENEFITS	\$ 1,055,525	\$ 1,090,780	\$ 1,163,639	\$ 1,252,439	\$ 1,408,456	\$ 1,269,356	\$ 1,527,375
SUPPLIES	22,752	37,922	35,183	36,616	44,000	28,156	34,500
OTHER SERVICES & CHARGES	7,322	9,681	9,232	12,684	17,500	12,258	17,500
TRAVEL & TRAINING	11,053	13,351	6,564	8,412	12,500	5,420	8,500
REPAIRS & MAINTENANCE	25,521	30,530	17,447	30,590	37,500	23,392	36,000
MISCELLANEOUS	1,674	6,249	2,016	1,964	3,000	2,957	59,265
CAPITAL & TRANSFERS	-	-	-	-	-	-	-
FIRE DEPARTMENT TOTAL	\$ 1,123,847	\$ 1,188,513	\$ 1,234,081	\$ 1,342,705	\$ 1,522,956	\$ 1,341,539	\$ 1,683,140



Department Description

This department is to provide professional services to the community in order to minimize loss of life and property through public education, fire prevention and suppression.

Staff

Chief
Assistant Chief
13 Firefighters
18 Volunteer Firefighters
4 Volunteer EMS

**CITY OF GLENPOOL
FY2015-2016 BUDGET
EMERGENCY MANAGEMENT
EXPENDITURE SUMMARY**

EMERGENCY MANAGEMENT	2010-2011 ACTUAL	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 BUDGET	2014-2015 PROJECTED YEAR END	2015-2016 BUDGET PROPOSAL
SUPPLIES	\$ 373	\$ 200	\$ -	\$ 1,163	\$ 5,500	\$ 148	\$ 5,000
REPAIRS & MAINTENANCE	12,560	25,378	12,636	17,487	28,000	7,487	23,000
EMERGENCY MGT TOTAL	\$ 12,933	\$ 25,578	\$ 12,636	\$ 18,650	\$ 33,500	\$ 7,635	\$ 28,000

Department Description

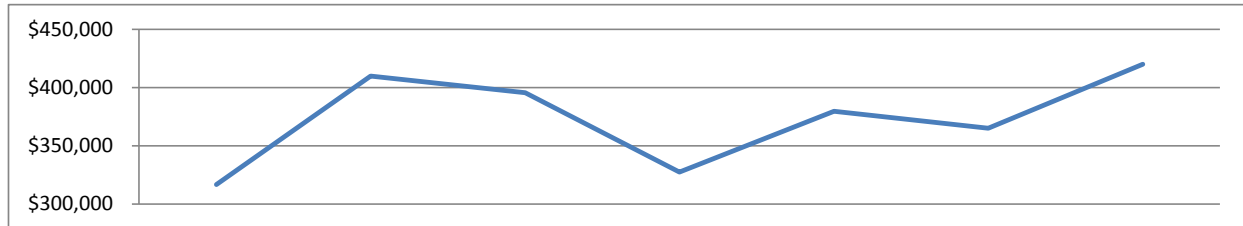
This department is responsible for the emergency operations of the City.

Staff

None

**CITY OF GLENPOOL
FY2015-2016 BUDGET
COMMUNITY DEVELOPMENT
EXPENDITURE SUMMARY**

COMMUNITY DEVELOPMENT	2010-2011 ACTUAL	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 BUDGET	2014-2015 PROJECTED YEAR END	2015-2016 BUDGET PROPOSAL
PERSONAL SERVICES & BENEFITS	\$ 284,023	\$ 330,948	\$ 340,406	\$ 294,289	\$ 337,833	\$ 324,185	\$ 381,480
SUPPLIES	8,995	22,996	17,546	14,311	15,500	23,608	13,340
OTHER SERVICES & CHARGES	10,276	41,566	20,734	10,046	15,500	9,656	12,000
TRAVEL & TRAINING	3,193	6,777	7,737	5,165	6,700	6,696	8,400
REPAIRS & MAINTENANCE	-	-	-	-	-	-	2,500
MISCELLANEOUS	10,199	7,729	9,139	3,671	4,200	960	2,500
COMMUNITY DEVELOPMENT TOTAL	\$ 316,686	\$ 410,016	\$ 395,562	\$ 327,482	\$ 379,733	\$ 365,105	\$ 420,220

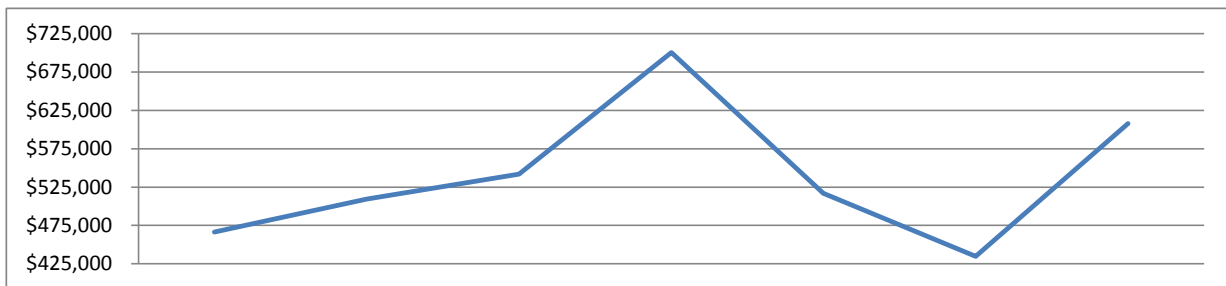


Department Description

This department is responsible for community development and numerous building, housing, property maintenance, electrical and plumbing codes. Also issues all City licenses and permits.

**CITY OF GLENPOOL
FY2015-2016 BUDGET
ADMINISTRATION
EXPENDITURE SUMMARY**

ADMINISTRATION	2010-2011 ACTUAL	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 BUDGET	2014-2015 PROJECTED YEAR END	2015-2016 BUDGET PROPOSAL
PERSONAL SERVICES & BENEFITS	\$ 460,724	\$ 497,533	\$ 529,757	\$ 565,562	\$ 387,967	\$ 354,661	\$ 358,265
SUPPLIES	-	6,391	5,752	4,430	5,000	5,305	6,500
OTHER SERVICES & CHARGES	-	-	-	121,678	110,000	69,948	142,000
TRAVEL & TRAINING	3,105	3,493	2,892	7,788	12,000	3,633	13,600
MISCELLANEOUS	2,539	1,844	3,353	889	2,000	1,217	87,515
GEN GOVT ADMIN TOTAL	\$ 466,368	\$ 509,262	\$ 541,753	\$ 700,347	\$ 516,967	\$ 434,764	\$ 607,880



Department Description

This budget represents all expenses directly related to the City Manager's office as the Chief Executive Office of the City. It includes legal representation of the City and prosecution of the City's position in Municipal Court. Human Resources expenses are also included in this budget.

Staff

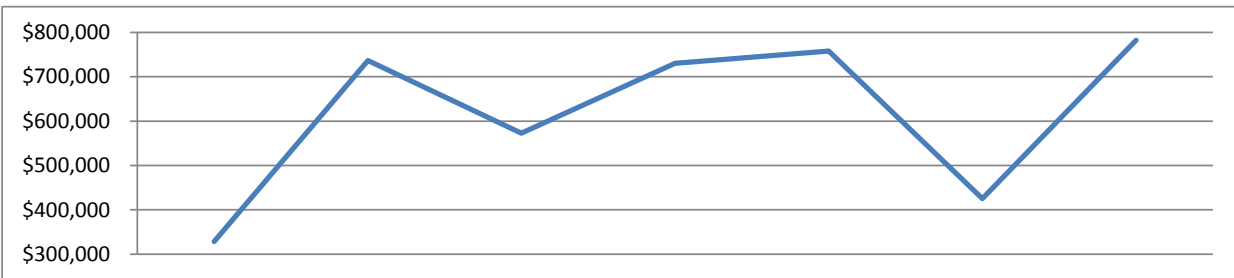
City Manager

City Attorney

Human Resource Director

**CITY OF GLENPOOL
FY2015-2016 BUDGET
STREETS AND PARKS
EXPENDITURE SUMMARY**

STREETS AND PARKS	2010-2011 ACTUAL	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 BUDGET	2014-2015 PROJECTED YEAR END	2015-2016 BUDGET PROPOSAL
PERSONAL SERVICES & BENEFITS	\$ 139,672	\$ 172,635	\$ 99,550	\$ 161,293	\$ 254,297	\$ 169,094	\$ 181,180
SUPPLIES	28,288	59,084	47,727	43,932	40,750	36,013	45,500
OTHER SERVICES & CHARGES	126,512	148,264	260,367	138,002	187,500	152,650	164,350
TRAVEL & TRAINING	395	325	55	518	1,000	236	2,500
REPAIRS & MAINTENANCE	33,793	356,283	165,206	386,496	274,675	67,624	388,910
STREETS AND PARKS TOTAL	\$ 328,660	\$ 736,591	\$ 572,906	\$ 730,241	\$ 758,222	\$ 425,617	\$ 782,440



Department Description

The function of this department is the maintenance of City streets, park facilities, equipment, and grounds.

Staff

Streets, Parks and Building Maint. Dir.
Street & Parks Supervisor
Building Maintenance Technician
3 F/T Streets/Parks Laborers
3 P/T workers for 4 months

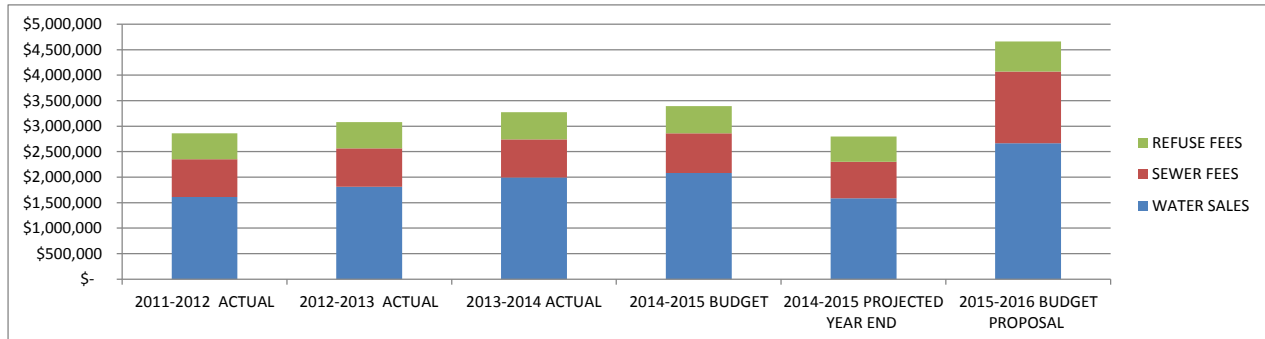
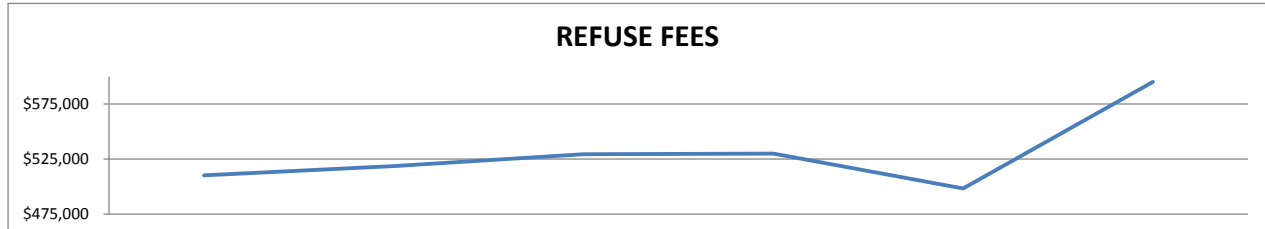
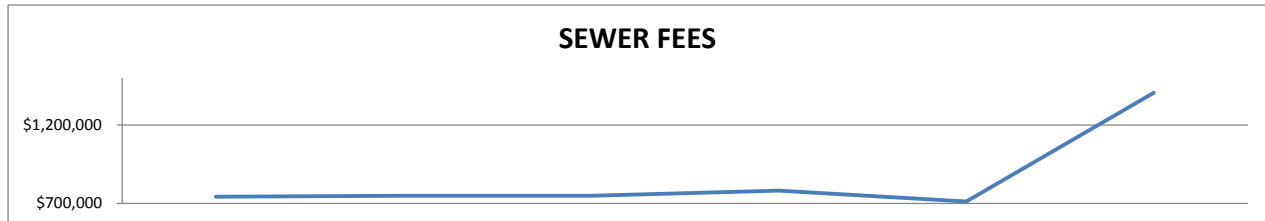
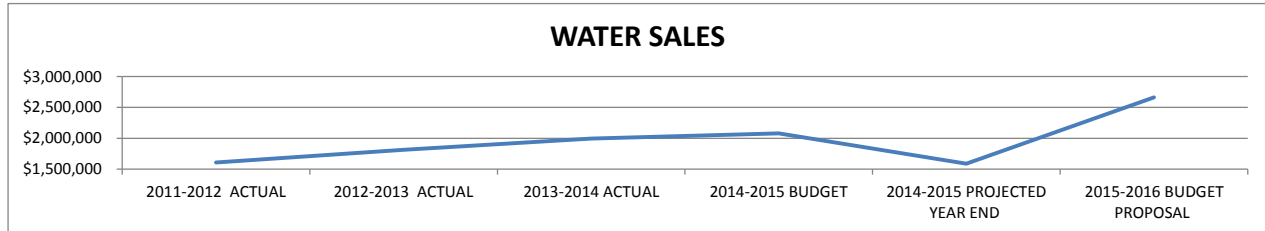
GLENPOOL UTILITY SERVICES AUTHORITY
FY2015-2016 SUMMARY OF REVENUES

GLENPOOL UTILITY SERVICES AUTHORITY REVENUE	2010-2011 ACTUAL	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 BUDGET	2014-2015 PROJECTED YEAR END	2015-2016 BUDGET PROPOSAL
WATER SALES	\$ 1,862,053	\$ 1,607,880	\$ 1,813,387	\$ 1,993,884	\$ 2,080,490	\$ 1,587,959	\$ 2,662,100
SEWER FEES	714,891	742,816	748,524	747,534	781,545	711,169	1,405,270
REFUSE FEES	499,086	509,969	518,396	529,299	530,000	498,118	595,000
SOLID WASTE MGMT FEES	15,458	15,668	15,944	16,340	16,000	15,439	16,000
STORM WATER MGMT FEES	88,436	89,663	91,298	93,587	93,000	88,324	93,000
WATER/WASTEWATER FEES	12,488	7,280	7,415	9,159	8,500	13,047	8,500
DELINQUENT FEES	79,539	85,113	92,408	95,312	95,000	79,825	95,000
CONNECT/TRANSFER FEES	5,755	6,421	6,809	6,870	6,900	5,786	6,900
RECONNECT FEES	35,620	36,437	37,961	38,602	37,350	35,760	37,350
WATER TAPS	52,253	62,175	80,005	113,100	114,946	58,142	126,440
SEWER TAPS	10,800	13,600	16,969	19,500	22,000	12,000	24,200
TOTAL SERVICES	\$ 3,376,379	\$ 3,177,021	\$ 3,429,115	\$ 3,663,187	\$ 3,785,731	\$ 3,105,569	\$ 5,069,760
FEMA	-	643,340	-	-	-	-	-
TOTAL GRANTS	\$ -	\$ 643,340	\$ -	\$ -	\$ -	\$ -	\$ -
INTEREST INCOME	529	361	3	38	10	634	10
INTEREST - BOK	118,886	585	261,428	258,413	200	35,185	200
INTEREST - CD	2,265	410	1,050	1,105	1,025	59,000	1,025
MISCELLANEOUS	3,461	7,776	241	1,635	1,500	4,000	1,500
ONLINE PAYMENT FEES	3,043	7,083	9,975	11,935	13,000	2,850	13,000
REFUNDS	2	999	-	310,026	-	2	-
RETURN CHECK FEES	3,090	3,060	3,090	2,430	3,200	3,384	3,200
COPIES	1,191	1,982	184	55	100	562	100
TOTAL MISCELLANEOUS	\$ 132,467	\$ 22,256	\$ 275,971	\$ 585,637	\$ 19,035	\$ 105,617	\$ 19,035
TRANSFER IN - BOND PAYMENTS	1,919,827	1,884,342	2,006,876	2,150,037	2,333,430	6,899,520	1,654,400
TRANSFER IN - GENERAL FUND	-	-	-	-	100,000	-	1,031,555
TRANSFER IN - INDUSTRIAL AUTH.	-	-	-	-	31,500	-	-
OWRB LOAN PROCEEDS	-	1,217,899	2,153,179	302,267	-	679,611	125,000
USE OF FUND BALANCE	-	-	-	-	-	-	-
TOTAL BOND & LOAN PROCEEDS	\$ 1,919,827	\$ 3,102,241	\$ 4,160,055	\$ 2,452,304	\$ 2,464,930	\$ 7,579,131	\$ 2,810,955
TOTAL REVENUES	\$ 5,428,673	\$ 6,944,859	\$ 7,865,141	\$ 6,701,128	\$ 6,269,696	\$ 10,790,317	\$ 7,899,750

GLENPOOL UTILITY SERVICES AUTHORITY

FY2015-2016 SUMMARY OF REVENUES

GLENPOOL UTILITY SERVICES AUTHORITY REVENUE	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 BUDGET	2014-2015 PROJECTED YEAR END	2015-2016 BUDGET PROPOSAL
WATER SALES	\$ 1,607,880	\$ 1,813,387	\$ 1,993,884	\$ 2,080,490	\$ 1,587,959	\$ 2,662,100
SEWER FEES	742,816	748,524	747,534	781,545	711,169	1,405,270
REFUSE FEES	509,969	518,396	529,299	530,000	498,118	595,000
TOTAL REVENUE	\$ 2,860,665	\$ 3,080,306	\$ 3,270,717	\$ 3,392,035	\$ 2,797,246	\$ 4,662,370
WATER SALES SUMMARY						
\$ Change from Prior Year	\$ (254,174)	\$ 205,507	\$ 180,497	\$ 86,606	\$ (492,531)	\$ 1,074,141
% Change	-13.65%	12.78%	9.95%	4.34%	-23.67%	67.64%
SEWER FEES SUMMARY						
\$ Change from Prior Year	\$ 27,925	\$ 5,707	\$ (990)	\$ 34,011	\$ (70,376)	\$ 694,101
% Change	3.91%	0.77%	-0.13%	4.55%	-9.00%	97.60%
REFUSE FEES SUMMARY						
\$ Change from Prior Year	\$ 10,883	\$ 8,427	\$ 10,903	\$ 701	\$ (31,882)	\$ 96,882
% Change	2.18%	1.65%	2.10%	0.13%	-6.02%	19.45%
TOTAL REVENUE SUMMARY						
\$ Change from Prior Year	\$ (215,365)	\$ 219,641	\$ 190,411	\$ 121,318	\$ (594,789)	\$ 1,865,124
% Change	-7.00%	7.68%	6.18%	3.71%	-17.53%	66.68%



**GLENPOOL UTILITY SERVICES AUTHORITY
FY2015-2016 SUMMARY OF EXPENSES**

GLENPOOL UTILITY SERVICES AUTHORITY	2010-2011 ACTUAL	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 BUDGET	2014-2015 PROJECTED YEAR END	2015-2016 BUDGET PROPOSAL
WATER/SEWER	\$ 9,928,427	\$ 7,891,878	\$ 11,774,346	\$ 7,407,794	\$ 5,739,696	\$ 10,300,405	\$ 7,414,250
REFUSE	480,468	496,700	506,645	522,645	530,000	473,415	485,500
STORM WATER	16,496	-	-	-	-	-	-
GUSA TOTAL	\$ 10,425,391	\$ 8,388,578	\$ 12,280,991	\$ 7,930,439	\$ 6,269,696	\$ 10,773,820	\$ 7,899,750

BEGINNING FUND BALANCE	\$ 3,160,163	\$ (1,836,555)	\$ (2,841,233)	\$ (7,257,083)	\$ (8,486,394)	\$ (8,486,394)	\$ (8,469,897)
REVENUE	5,428,673	6,944,859	7,865,141	6,701,128	6,269,696	10,790,317	7,899,750
EXPENDITURES	10,425,391	8,388,578	12,280,991	7,930,439	6,269,696	10,773,820	7,899,750
PRIOR YEAR ADJ.		(439,041)					
ENDING FUND BALANCE	\$ (1,836,555)	\$ (2,841,233)	\$ (7,257,083)	\$ (8,486,394)	\$ (8,486,394)	\$ (8,469,897)	\$ (8,469,897)

ESCROW ACCOUNT CASH BALANCE	30,343,957	11,358,494	10,952,278	10,561,098	10,262,752	10,262,752
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Note to reader: GUSA is the bond issuer for the City of Glenpool. These proceeds are then used to create assets for both the City and GUSA. Since the payments for principal and interest on the "current" bond series (2010 and 2011) is transferred to GUSA from City Sales Tax Collections, these revenues are shown on GUSA as Transfers In. Then, the payment of interest on the "current" bonds are captured as Interest Expense for GUSA. However, an Escrow Account for the purpose of paying off the "old" bond series (2001, 2007, 2008 and 2009), when due or callable, was established in FY2011. That cash was not captured in GUSA as revenue; however, the payment of interest due on these "old" bonds is captured as Interest Expense. That gives the appearance of overspending the budget and thus reduces the Fund Balance for GUSA. That the reason for the presentation of the Escrow Account Balance on this sheet.

**GLENPOOL UTILITY SERVICES AUTHORITY
FY2015-2016 DEPARTMENTAL EXPENSES**

WATER/SEWER DEPARTMENT	2010-2011 ACTUAL	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 BUDGET	2014-2015 PROJECTED YEAR END	2015-2016 BUDGET PROPOSAL
TOTAL PERSONAL SERV & BENEFITS	\$ 435,438	\$ 216,981	\$ 206,769	\$ 222,027	\$ 246,727	\$ 454,847	\$ 243,380
TOTAL SUPPLIES	136,926	52,522	69,357	79,369	35,750	134,724	46,250
TOTAL SERVICES	5,046,195	3,694,101	5,190,409	5,411,704	3,991,930	2,715,333	2,569,440
TOTAL TRAVEL & TRAINING	2,474	2,519	207	988	3,000	3,000	3,000
TOTAL REPAIRS & MAINTENANCE	5,647	4,930	-	3,670	5,300	4,729	4,800
TOTAL MISCELLANEOUS	444,909	766,998	757,576	326,456	39,870	30,500	163,655
TOTAL TRANSFERS & DEBT SERVICE	3,856,838	3,153,827	5,550,028	1,363,580	1,417,119	6,957,272	4,383,725
WATER/SEWER TOTAL	\$ 9,928,427	\$ 7,891,878	\$ 11,774,346	\$ 7,407,794	\$ 5,739,696	\$ 10,300,405	\$ 7,414,250

REFUSE DEPARTMENT	2010-2011 ACTUAL	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 BUDGET	2014-2015 PROJECTED YEAR END	2015-2016 BUDGET PROPOSAL
TOTAL SERVICES	\$ 469,289	\$ 480,120	\$ 487,966	\$ 501,965	\$ 500,000	\$ 460,000	\$ 455,500
TOTAL MISCELLANEOUS	11,179	16,579	18,679	20,680	30,000	13,415	30,000
REFUSE TOTAL	\$ 480,468	\$ 496,700	\$ 506,645	\$ 522,645	\$ 530,000	\$ 473,415	\$ 485,500

STORM WATER DEPARTMENT	2010-2011 ACTUAL	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 BUDGET	2014-2015 PROJECTED YEAR END	2015-2016 BUDGET PROPOSAL
TOTAL PERSONAL SERV & BENEFITS	\$ 16,471	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL MISCELLANEOUS	25	-	-	-	-	-	-
STORM WATER TOTAL	\$ 16,496	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Department Description

These departments are responsible for billing and collection of the City's water, sewer and garbage accounts. Maintenance of the water distribution system, sewage collection system, and the storm water drainage system has been budgeted to be provided by an outside contractor.

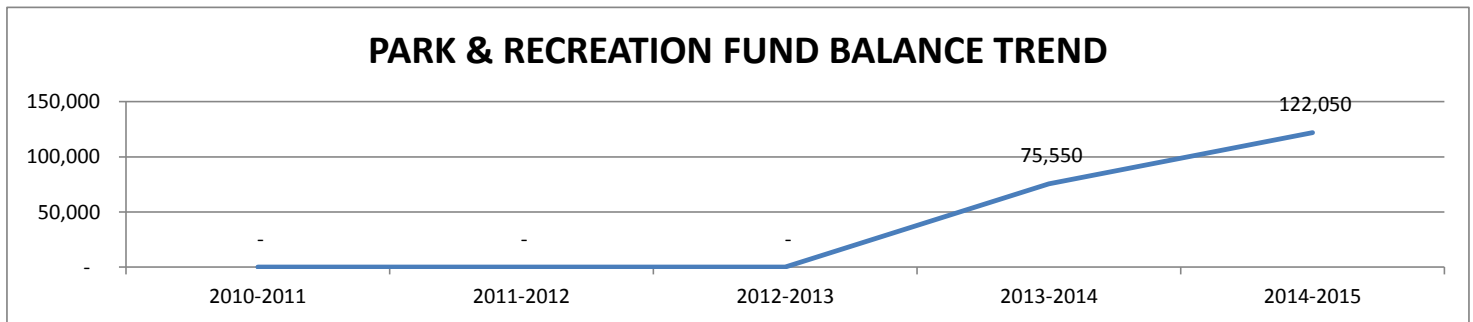
STAFF

Utility Billing Supervisor
Court Clerk
3 Billing Clerks

**CITY OF GLENPOOL
FY2015-2016 BUDGET
PARKS RECREATION FUND
EXPENDITURE SUMMARY**

PARKS & RECREATION FUND	2010-2011 ACTUAL	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 BUDGET	2014-2015 PROJECTED YEAR END	2015-2016 BUDGET PROPOSAL
REVENUE							
DEVELOPMENT FEES	\$ -	\$ -	\$ -	\$ 75,550	\$ 82,750	\$ 46,500	\$ 22,500
TOTAL REVENUE	-	-	-	75,550	82,750	46,500	22,500
EXPENSES							
PARK IMPROVEMENTS	\$ -	\$ -	\$ -	\$ -	\$ 74,000	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ 74,000	\$ -	\$ -

BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ 75,550	\$ 75,550	\$ 122,050
REVENUE	-	-	-	75,550	82,750	46,500	22,500
EXPENDITURES	-	-	-	-	74,000	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ 75,550	\$ 84,300	\$ 122,050	\$ 144,550



Department Description

This department is responsible for developing and maintaining the parks and recreational facilities for the City of Glenpool.

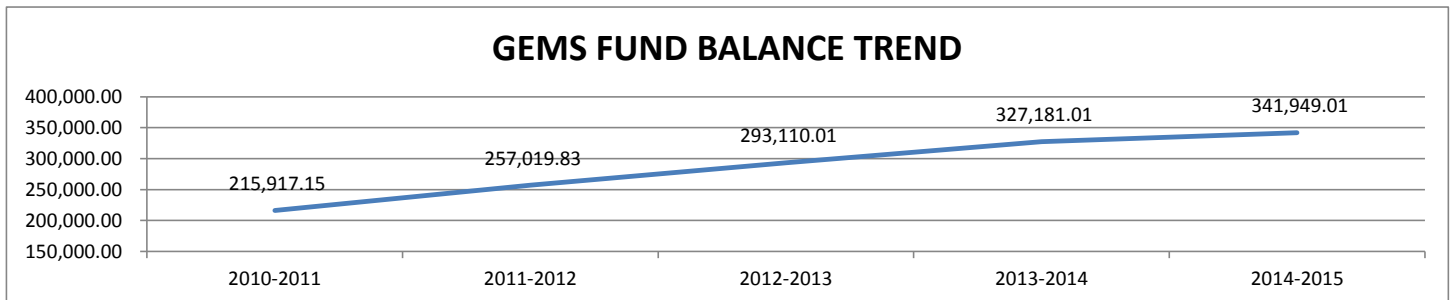
Staff

None

**CITY OF GLENPOOL
FY2015-2016 BUDGET
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
EXPENSE SUMMARY**

GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT	2010-2011 ACTUAL	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 BUDGET	2014-2015 PROJECTED YEAR END	2015-2016 BUDGET PROPOSAL
REVENUE							
TAXES	\$ 187,518	\$ 200,160	\$ 212,638	\$ 215,266	\$ 240,000	\$ 187,518	\$ 240,000
INTEREST	270	222	175	145	220	250	220
SALE OF CAPITAL ASSETS	-	-	-	-	-	-	6,600
TRANSFER FROM GUSA	-	-	-	-			
FUND BALANCE	-	-	-	-			
TOTAL REVENUE	\$ 187,788	\$ 200,382	\$ 212,813	\$ 215,411	\$ 240,220	\$ 187,768	\$ 246,820
EXPENSES							
PERSONAL SERVICES & BENEFITS		\$ 6,280	\$ 10,862	\$ 10,573	\$ 11,315	\$ -	\$ 11,315
EQUIPMENT & SUPPLIES	6,765	3,202	2,526	3,311	29,905	15,000	16,095
AMBULANCE	102,000	114,000	114,000	114,000	114,000	102,000	114,000
FIRST RESPONDER SUPPLIES	9,743	610	1,110	1,151	18,000	11,000	-
RENT EXPENSE	-	-	-	-	2,700	-	-
AUDIT FEES	-	-	-	5,482	8,000	-	8,000
MISC	4,197	1,440	2,434	444	12,000	10,000	-
TRAVEL & TRAINING	-	-	-	-	-	-	2,000
TRANSFER TO CITY FOR ADMIN/PR	31,907	33,748	45,791	46,379	44,300	35,000	48,700
TRANSFER TO RESERVES	-	-	-	-	-	-	46,710
FUND BALANCE	-	-	-	-	-	-	-
TOTAL EXPENSES	\$ 154,613	\$ 159,280	\$ 176,723	\$ 181,340	\$ 240,220	\$ 173,000	\$ 246,820

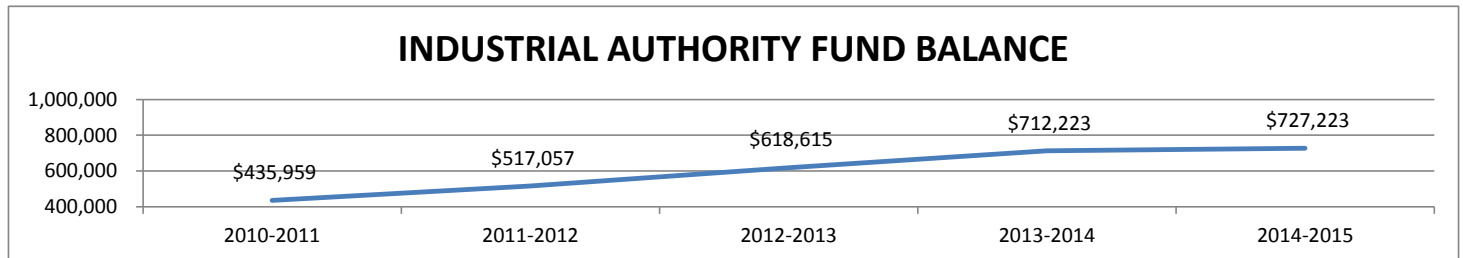
BEGINNING FUND BALANCE	\$ 182,742	\$ 215,917	\$ 257,020	\$ 293,110	\$ 327,181	\$ 327,181	\$ 341,949
REVENUE	187,788	200,382	212,813	215,411	240,220	187,768	246,820
EXPENDITURES	154,613	159,280	176,723	181,340	240,220	173,000	246,820
ENDING FUND BALANCE	\$ 215,917	\$ 257,020	\$ 293,110	\$ 327,181	\$ 327,181	\$ 341,949	\$ 341,949



**CITY OF GLENPOOL
FY2015-2016 BUDGET
GLENPOOL INDUSTRIAL AUTHORITY
EXPENSE SUMMARY**

GLENPOOL INDUSTRIAL AUTHORITY	2010-2011 ACTUAL	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 BUDGET	2014-2015 PROJECTED YEAR END	2015-2016 BUDGET PROPOSAL
REVENUE							
LEASE/INTEREST INCOME	\$ 24,020	\$ 21,965	\$ 22,015	\$ 19,633	\$ 32,467	\$ 32,467	\$ 32,470
MISCELLANEOUS	-	-	-	-	-	-	19,200
CONFERENCE CENTER REVENUE	10,457	178,098	221,692	256,952	250,000	15,000	320,000
TRANSFER IN	-	-	-	-	65,500	-	90,000
FUND BALANCE	-	-	-	-	-	-	-
TOTAL REVENUE	\$ 34,477	\$ 200,063	\$ 243,707	\$ 276,585	\$ 347,967	\$ 47,467	\$ 461,670
EXPENSES							
PERSONAL SERV & BENEFITS	\$ -	\$ -	\$ -	\$ -	\$ 36,578	\$ -	\$ 83,645
CONFERENCE CENTER: SUPPLIES	-	14,670	33,022	29,473	70,000	-	65,000
OTHER SERVICES & CHARGES	-	71,829	76,661	82,872	96,922	-	106,540
HOTEL/SALES TAX REBATES	-	-	-	-	-	-	90,000
REPAIRS AND MAINTENANCE	-	-	-	38,165	-	-	20,000
TRANSFER TO CITY - LEASE REVENUE	32,466	32,466	32,466	32,467	32,467	32,467	32,470
TRANSFER TO TRAFFIC PROJECT	-	-	-	-	65,500	-	-
TRANSFER TO CAPITAL	-	-	-	-	15,000	-	-
TRANSFER TO CITY - UTILITIES	-	-	-	-	-	-	31,500
TRANSFER TO GUSA - UTILITIES	-	-	-	-	31,500	-	-
TRANSFER TO RESERVES	-	-	-	-	-	-	32,515
TOTAL EXPENSES	\$ 32,466	\$ 118,964	\$ 142,149	\$ 182,977	\$ 347,967	\$ 32,467	\$ 461,670

BEGINNING FUND BALANCE	\$ 433,947	\$ 435,959	\$ 517,057	\$ 618,615	\$ 712,223	\$ 712,223	\$ 727,223
REVENUE	34,477	200,063	243,707	276,585	347,967	47,467	461,670
EXPENDITURES	32,466	118,964	142,149	182,977	347,967	32,467	461,670
ENDING FUND BALANCE	\$ 435,959	\$ 517,057	\$ 618,615	\$ 712,223	\$ 712,223	\$ 727,223	\$ 727,223



**CITY OF GLENPOOL
FY2015-2016 BUDGET
CAPITAL PROJECTS FUND**

CAPITAL PROJECTS FUND	2010-2011 ACTUAL	2011-2012 ACTUAL	2012-2013 ACTUAL	2013-2014 ACTUAL	2014-2015 BUDGET	2014-2015 PROJECTED YEAR END	2015-2016 BUDGET PROPOSAL
REVENUE							
INTEREST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MISCELLANEOUS	56,500	-	-	-	-	56,400	-
TRANSFER IN - GUSA	150,000	192,099	285,492	285,500	580,000	27,425	137,500
TRANSFER IN - INDUSTRIAL AUTHORITY	-	-	-	-	15,000	-	-
TRANSFER IN - SINKING FUND	-	-	-	-	21,400	-	-
TRANSFER IN - SALES TAX	1,148,186	1,388,960	1,473,073	1,518,484	1,565,466	1,148,186	1,654,400
TRANSFER IN - CITY	1,008,000	483,963	503,950	582,067	479,050	1,015,904	-
FUND BALANCE	-	-	-	-	-	111,185	-
TOTAL REVENUE	\$ 2,362,686	\$ 2,065,022	\$ 2,262,515	\$ 2,386,051	\$ 2,660,916	\$ 2,359,100	\$ 1,791,900
EXPENSES							
BOND PAYMENTS	\$ 1,557,509	\$ 1,943,191	\$ 2,039,681	\$ 2,146,194	\$ 2,437,925	\$ 1,379,268	\$ -
CONSULTANT	66,000	-	-	-	-	72,000	-
OK DOT PAYMENT	2,400	2,400	2,400	2,400	2,400	2,400	-
DEPARTMENT OF COMMERCE	13,333	13,333	13,333	13,333	12,928	13,334	-
LEASE PAYMENTS-FIRE TRUCK	31,007	51,729	41,750	56,263	56,263	45,880	-
SOFTWARE MAINTANENCE	125,824	138,025	90,470	13,128	-	130,000	-
CAPITAL - GRANT MATCHING	129,745	-	-	-	50,000	129,745	-
CAPITAL - CONFERENCE CENTER	-	-	-	-	15,000	-	-
CAPITAL - ADMINISTRATION	73,261	4,313	-	-	-	-	-
CAPITAL - COMPUTERS	-	-	4,478	7,582	25,000	73,261	-
CAPITAL - COMMUNITY DEVELOPMENT	-	-	-	81,554	-	-	-
CAPITAL - POLICE	8,657	-	-	-	-	8,657	-
CAPITAL - FIRE	-	-	35,046	-	40,000	-	-
CAPITAL - PARKS & MAINTENANCE	154,103	-	-	49,527	-	154,103	-
CAPITAL - STREETS MAINTENANCE	-	23,361	35,386	-	-	-	-
CAPITAL - WATER / SEWER	183,698	-	-	-	-	172,312	137,500
TRANSFER TO GUSA	-	-	-	-	-	178,240	1,654,400
TOTAL EXPENSES	\$ 2,345,537	\$ 2,176,352	\$ 2,262,544	\$ 2,369,981	\$ 2,639,516	\$ 2,359,200	\$ 1,791,900

**CITY OF GLENPOOL
FY2015-2016 BUDGET
SCHEDULE OF DEBT SERVICE**

Annual Debt Service Glenpool Utility Services Authority

	2001	2010A	2010B	2011	2011	
	OWRB N.	USR Bond	USR Bond	USR Bond	OWRB N.	Total
FY 2016	\$ 70,060	\$ 1,915,750	\$ 287,350	\$ 482,855	\$ 216,550	\$ 2,972,565
FY 2017	69,709	1,912,113	285,753	481,755	216,550	2,965,880
FY 2018	69,364	1,915,103	287,265	485,355	216,550	2,973,637
FY 2019	69,019	1,913,918	288,293	483,655	216,550	2,971,435
FY 2020	68,675	1,915,326	288,835	486,655	216,550	2,976,041
FY 2021	68,329	1,914,290	288,893	484,633	216,550	2,972,695
FY 2022	-	1,911,155	287,200	482,505	216,550	2,897,410
FY 2023	-	1,911,220	283,700	484,800	216,550	2,896,270
FY 2024	-	1,909,650	284,450	481,598	216,550	2,892,248
FY 2025	-	1,911,114	284,300	482,826	216,550	2,894,790
FY 2026	-	1,905,368	283,250	483,308	216,550	2,888,476
FY 2027	-	2,178,874	-	482,659	216,550	2,878,083
FY 2028	-	2,176,494	-	481,019	216,550	2,874,063
FY 2029	-	2,176,568	-	478,894	216,550	2,872,012
FY 2030	-	2,173,974	-	476,284	216,550	2,866,808
FY 2031	-	2,173,591	-	478,068	216,550	2,868,209
FY 2032	-	2,173,503	-	478,755	216,550	2,868,808
FY 2033	-	2,168,505	-	478,328	108,275	2,755,108
FY 2034	-	2,169,938	-	482,008	-	2,651,946
FY 2035	-	2,167,545	-	479,795	-	2,647,340
FY 2036	-	2,166,200	-	471,945	-	2,638,145
FY 2037	-	2,160,346	-	473,236	-	2,633,582
FY 2038	-	2,159,706	-	478,280	-	2,637,986
FY 2039	-	2,154,431	-	477,165	-	2,631,596
FY 2040	-	2,154,264	-	475,020	-	2,629,284
FY 2041	-	2,148,946	-	471,845	-	2,620,791
\$	415,156	\$ 53,537,892	\$ 3,149,289	\$ 12,483,246	\$ 3,789,625	\$ 73,375,208

Annual Debt Service Governmental Funds

	Police Vehicles	Fire	Lawn Mower	
	Lease/Purch	Lease/Purch	Lease/Purch	Total
FY 2016	\$ 62,450	\$ 56,263	\$ 26,232	\$ 144,945
FY 2017	62,450	56,263	13,116	131,829
FY 2018	62,450	56,263	-	118,713
FY 2019	-	56,263	-	56,263
FY 2020	-	141,621	-	141,621
FY 2021	-	-	-	-
\$	187,350	\$ 366,673	\$ 39,348	\$ 593,371

**City of Glenpool
Salaries**

FY2015-2016

Last Name	First Name	Base pay	Last Name	First Name	Base pay
Adams	Austin	\$ 24,610.56	Malone	Richard	\$ 50,899.31
Aston	Jeremy	\$ 52,314.01	McLellan	Scott	\$ 50,980.80
Baker	Scott	\$ 51,418.56	Messinger	Ericka	\$ 30,444.96
Barrett	Kimberly	\$ 36,189.72	Mobley	JW	\$ 50,980.80
Barrick	Laura	\$ 27,877.82	Newton	Paul	\$ 76,457.96
Bell	Jimmy	\$ 60,059.20	Odom	Lee	\$ 50,980.80
Berryhill	Charles	\$ 34,709.38	Ogilvie	Terrell	\$ 56,099.88
Burrow	Lynn	\$ 75,015.27	Pearson	Robert	\$ 24,610.56
Calmus	Lance	\$ 51,418.56	Pengelly	Debbie	\$ 41,537.22
Casteen	Julie	\$ 68,000.00	Peterson	Lowell	\$ 97,381.44
Closterman	Judah	\$ 22,276.80	Plane	Jeremy	\$ 50,980.80
Colbert	Darrell	\$ 28,641.60	Powell	Tracey	\$ 61,880.00
Collins	Gary	\$ 31,908.86	Radford	Troy	\$ 66,037.95
Deere	David	\$ 22,276.80	Rains	Randy	\$ 50,980.80
Dorris	Karen	\$ 24,589.34	Rammohan	Stephanie	\$ 30,381.31
Dykes	Kendall	\$ 59,383.86	Reed	Brandon	\$ 67,804.39
Eubanks	Chanelle	\$ 22,276.80	Reed	Lea Ann	\$ 58,344.00
Fair	Shelton	\$ 55,702.40	Renfro	Jennifer	\$ 29,532.67
Glasby	Robert	\$ 50,980.80	Robinson	Joe	\$ 47,736.00
Gorton	Tom	\$ 52,082.78	Sanders	Amber	\$ 24,610.56
Graham	Charles	\$ 40,601.60	Shanks	Sam	\$ 67,804.39
Graves	Matt	\$ 50,980.80	Shaw	Abigail	\$ 25,607.71
Hackler	Paul	\$ 47,933.26	Sheldon	Chris	\$ 55,702.40
Haney	Dan	\$ 50,980.80	Simmons	Gina	\$ 24,589.34
Harris	Bart	\$ 62,647.93	Smith	Chuck	\$ 61,880.00
Hayes	Jacob	\$ 22,276.80	Stonecypher	Michelle	\$ 25,459.20
Hendrickson	Tammy	\$ 29,256.86	Tennell	Robert	\$ 56,866.01
Hunter	Ronald	\$ 55,180.90	Wallen	Charles	\$ 29,702.40
Hutchinson	Dustin	\$ 47,933.26	Waller	Dennis	\$ 76,457.96
Kolman	Roger	\$ 105,060.00	Ward	Scott	\$ 61,880.00
Llewellyn	Dan P	\$ 46,696.00	White	Susan	\$ 75,015.27
Luttrell	Bea	\$ 31,908.86	Winders	Steve	\$ 61,880.00

MINUTES

CITY COUNCIL MEETING

June 1, 2015

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: Jennifer Ballew; Momodou Ceesay; Tim Fox; Patricia Agee; and Brandon Kearns.

Staff present: Roger Kolman, City Manager; Lowell Peterson, City Attorney; Susan White, City Clerk; Lynn Burrow, Community Development Director; Rick Malone, City Planner; Dennis Waller, Police Chief and Paul Newton, Fire Chief.

- A) Mayor Fox called the meeting to order at 6:01 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.**
- C) Reverend Heather Scherer offered the Invocation.**
- D) Mayor Fox led the Pledge of Allegiance.**
- E) Glenpool Conference Center Report – Lea Ann Reed, Conference Center Director**
 - Ms. Reed highlighted past and future events at the Glenpool Conference Center, as well as finance reports.
 - She stated she is working on another fun community event for the family, a fishing derby.
- F) Community Development Report – Lynn Burrow, Community Development Director**
 - Mr. Burrow updated the Council on current private and public development projects throughout the city.
- G) City Manager Report – Roger Kolman, City Manager**
 - Mr. Kolman expressed his appreciation to staff for their hard work and late nights to keep citizens safe during the recent flooding event.
 - He reminded the Council and audience that Black Gold Days are slated for June 18-21 and petitioned for volunteers.
- H) Mayor Report – Tim Fox, Mayor**
 - Mayor Fox echoed the sentiments of Mr. Kolman concerning the dedication and hard work demonstrated by city employees during the flooding.
 - Mayor Fox described the Black Gold Days Opening Ceremonies celebration and encouraged attendance to experience the festivities. In addition, he reminded the Council and audience that the Lions Club hosts a pancake breakfast fundraiser on Saturday morning, and the Optimist Club will sponsor a horseshoe tournament. He also mentioned Corey Kent White will be performing during the Saturday evening festivities, from 4:00 to 6:30 pm. Mr. White is an Oklahoma native who recently competed on the NBC series, The Voice.
- I) Council Comments**

- None

J) Public Comments

- None

K) Scheduled Business

1) Discussion and possible action to approve minutes from May 19, and May 28, 2015 meetings.

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

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

AGAINST: None

ABSTAIN: Councilor Kearns

Motion carried.

2) Presentation and update from Tulsa City-County Library on the expected growth of library service in Glenpool.

Gary Shaffer, CEO, with the Tulsa City-County Library System presented a Power Point showcasing the services available for Glenpool citizens through the library system.

3) Presentation and update regarding recent natural disaster events in Glenpool.

Paul Newton, Fire Chief and Lynn Burrow, Community Development Director reported on the flooding event and associated developments related to public and private damage assessments.

4) Presentation of FY 2015-2016 Annual Budget as set forth in the Municipal Budget Act, 11 O.S. 2001, Sec. 17-205.

Roger Kolman, City Manager presented the FY June 30, 2016 Budget to Council, thereby meeting the deadline requirement set out in Title 11, Oklahoma Statute.

5) Discussion and possible action to designate Julie Casteen as signatory for all City of Glenpool checking accounts.

MOTION: Councilor Agee moved, second by Councilor Kearns to designate Julie Casteen, Finance Director as checking account signatory.

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

AGAINST: None

Motion carried.

6) Discussion and possible action to adopt Ordinance No. 698, An Ordinance Amending Title 1, Administration; Chapter 9, City Departments; Article C. Legal Department; Section 1, Established, Appointment, Removal And Qualifications Of City Attorney; And Section 2, Duties Of City Attorney, Of The Code Of Ordinances Of The City Of Glenpool, Oklahoma, (2013) To Provide That The City Attorney And City Prosecutor Shall Be Appointed By The City Council, And Making Such Other Changes In Title 1, Chapter 9, Article C. As Are Necessitated Thereby; Repealing All Ordinances Or

Resolutions, Or Parts Of Ordinances Or Resolutions In Conflict Herewith; And Declaring An Emergency, action tabled from May 19, 2015 City Council meeting.

Lowell Peterson, City Attorney declared that he and Mr. Kolman had recently discussed the proposed contract and agreed that more research and consideration is in order before a recommendation may be made to Council. He recommended the Mayor withdraw the Item. Upon conclusion of the necessary research the subject will return to the Agenda.

Mayor Fox declared the item withdrawn.

7) Discussion and possible action to adopt Emergency Clause with respect to Ordinance No. 698, action tabled from May 19, 2015 City Council meeting.

Mayor Fox declared the item withdrawn.

L) Adjournment.

- Meeting was adjourned at 7:01 p.m.

Date

Mayor

ATTEST:

City Clerk



Staff Memo

Date: June 10, 2015

To: Honorable Mayor and City Council

From: Julie Casteen, Finance Director

Re: FY 2015-2016 Budget Adoption

Background

The City Council completed final review of the City's FY 2015-2016 proposed budget on June 1, 2015. The City Council intends to hold a public hearing on the proposed budget at the June 15, 2015 Council Meeting. Following the public hearing, the Council may adopt the budget by approving the attached resolution, adopting the appropriations contained in the proposed budget.

Staff Recommendation

Staff recommends approval of Resolution No. 15-06-01, a resolution of the City Council of Glenpool adopting the budget for Fiscal Year 2015-2016.

Attachment

Resolution No. 15-06-01

RESOLUTION 15-06-01

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GLENPOOL TO COMPLY WITH AND OPERATE IN ACCORDANCE WITH THE MUNICIPAL BUDGET ACT AND APPROVE THE 2015-2016 ANNUAL BUDGET.

WHEREAS, The Oklahoma State Statutes, Title 11, Section 201 authorizes a municipality to prepare and approve an annual budget, and

WHEREAS, The Glenpool City Council has met all requirements for publications and public input on the 2015-2016 budget, and

WHEREAS the Council members of the City of Glenpool have reviewed the proposed budget and are aware of the operations and projects planned for 2015-2016;

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

- A. That the budget for fiscal year 2015-2016 be approved for the following funds and amounts:

	General Fund	Glenpool Utility Service Authority	Glenpool Emergency Medical Service	Glenpool Industrial Authority	Park & Recreation Fund	Glenpool Capital Improvement Fund
REVENUE						
Taxes	\$ 7,636,040	\$ -	\$ 240,000	\$ -	\$ -	\$ -
Licences & Permits	67,400	-	-	-	22,500	-
Services	98,300	5,069,760	-	-	-	-
Grants	64,465	-	-	-	-	-
Court and Fines	352,000	-	-	-	-	-
Miscellaneous	167,100	144,035	6,820	51,670	-	-
Conference Center	-	-	-	320,000	-	-
Transfers In	1,144,225	2,685,955	-	90,000	-	1,791,900
Total Revenues	\$ 9,529,530	\$ 7,899,750	\$ 246,820	\$ 461,670	\$ 22,500	\$ 1,791,900

EXPENDITURES	General Fund	Glenpool Utility Service Authority	Glenpool Emergency Medical Service	Glenpool Industrial Authority	Park & Recreation Fund	Glenpool Capital Improvement Fund
General Government	\$ 806,245	\$ -	\$ -	\$ -	\$ -	\$ -
Police and Animal Control	2,095,650	-	-	-	-	-
Fire	1,683,140	-	-	-	-	-
Emergency Management	28,000	-	-	-	-	-
Community Development	420,220	-	-	-	-	-
Gen Gov't Administration	607,880	-	-	-	-	-
Streets & Parks	782,440	-	-	-	-	-
Utility Billing	-	7,034,645	-	-	-	-
Refuse	-	485,500	-	-	-	-
Ambulance	-	-	114,000	-	-	-
Personnel Services	-	-	13,315	-	-	-
Equipment & Supplies	-	-	16,095	-	-	-
Other Charges & Services	-	-	8,000	-	-	-
Conference Center	-	-	-	365,185	-	-
Bond & Lease Payments	-	-	-	-	-	1,654,400
Capital Outlay	27,500	42,105	-	-	-	137,500
Transfers out	3,078,455	337,500	95,410	96,485	-	-
Total Expenditures	\$ 9,529,530	\$ 7,899,750	\$ 246,820	\$ 461,670	\$ -	\$ 1,791,900

- A. That the Finance Director, with the approval of the City Manager, may make transfers between departments and accounts within a fund. Additional appropriations must be approved by the Council prior to implementation.
- B. That the Finance Director shall be given blanket authority and directed to invest and reinvest available funds on a continuing basis during the fiscal year ending June 30, 2016 in a manner described in the City of Glenpool Investment Policy.

PASSED AND APPROVED this 15th day of June, 2015.

Name: Timothy Fox
Title: Mayor

Attest:

Name: Susan White
Title: City Clerk



To: HONORABLE MAYOR AND CITY COUNCIL
From: Roger Kolman, City Manager
Date: June 15, 2015
Subject: Ordinance No. 698

Background:

As the Council is aware, on December 3, 2014, the Glenpool Utility Services Authority ("GUSA"), retained the services of Municipal Financial Services, Inc., to conduct a comprehensive water and sewer utility rate study which was presented to the City Council and to the general public at a special meeting held for that purpose on May 28, 2015.

The study was undertaken for the purpose of providing a professional evaluation regarding how best to remedy certain financial operating deficits that were reducing the cash position of GUSA and potentially having an adverse impact on GUSA's ability to meet the obligation to provide high standard water utility services to the Glenpool public and maintain financial soundness.

The report presented detailed analyses, findings and recommendations, considering GUSA's cost of operations, debt service requirements, and ongoing as well as future capital needs.

The report concluded with suggested water and sewer rate changes. The proposed water rate changes, in addition to enhancing GUSA revenues for the foregoing purposes, greatly simplify the rate structure and equalize volume changes between residential and water customers. The volume rate also reflects an adjustment of \$0.25 per thousand gallons in order to pass on the Tulsa water rate increase announced for 2015. The sewer rate change also increases GUSA's revenues and places Authority operations on a more solid footing.

Historically, rate changes for water usage have been made by resolution of the Council, as enabled by Section 9-1-6 of the City Code. However, the current Code does not provide for similar rate changes for sewer usage and needs to be amended for that purpose. Thus, the reason for an ordinance rather than resolution.

Staff Recommendation:

I recommend that the Council adopt Ordinance No. 698 as it best serves the interests of our citizens and the City of Glenpool as a municipal corporation.

Attachments:

- Proposed Ordinance No. 698
- Exhibit A with new rate schedule
- Rate Study

ORDINANCE NO. 698

ORDINANCE OF THE CITY COUNCIL OF GLENPOOL AMENDING TITLE 9, PUBLIC SERVICES; CHAPTER 1, WATER SERVICE SYSTEM; AND SECTION 6, USE OF THE PUBLIC SEWERS, ESTABLISHING A NEW SCHEDULE OF RATES CHARGED FOR WATER DELIVERY AND WASTEWATER COLLECTION SERVICES PROVIDED TO THE RESIDENTS AND BUSINESS OF THE CITY OF GLENPOOL.

WHEREAS, the Code of the City of Glenpool, at Section 9-1-11 (C)(1), provides that water delivery service rates shall be established by the City Council; and

WHEREAS, it is established practice that charges for wastewater collection (sanitary sewer system) services are calculated on the basis of water usage; and

WHEREAS, there is no express authority in the Code of the City of Glenpool with respect to establishing wastewater collection service rates; and

WHEREAS, rates for all water utility services are based upon operating expenses and necessary revenue to operate water distribution facilities and wastewater treatment and disposal facilities, and provide safe potable water to the residents and businesses of Glenpool; and,

WHEREAS, the cost to the City of Glenpool of providing potable water and safe wastewater collection services for its residents and businesses has risen due to such factors as energy and chemical costs, aging infrastructure, litigation costs and debt service obligations; and

WHEREAS, the City of Glenpool, by and through its utility trust authority, the Glenpool Utility Services Authority, and with the assistance of a Water and Sewer Utility Rate Study undertaken by Municipal Finance Services, Inc., has determined that present water and sewer rates are less than sufficient to provide for and maintain water delivery and wastewater collection service to users of such services; and

WHEREAS, it is therefore an economic necessity for the City of Glenpool to update its utility services rates.

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

§ 1. Title 9 – Public Services, Chapter 1 – Water Service System, and Section 6 – Use of the Public Sewers, shall be amended to read as follows:

9-2-6: USE OF THE PUBLIC SEWERS:

A. Rates And Charges Established:

1. Service Rates: Service rates shall be as established by the city council.

§ 2. Effective August 1, 2015, water delivery service rates will be as stated on Exhibit A attached hereto and incorporated herein by reference.

§ 3. Effective August 1, wastewater collection (sanity sewer system) service rates will be as stated on Exhibit A attached hereto and incorporated herein by reference.

§ 4. The City of Glenpool, by and through its utility trust authority, the Glenpool Utility Services Authority, shall make every feasible effort to maintain water and wastewater facility costs at the minimum level necessary to meet requirements and properly manage assets of the City.

- § 5. All ordinances or resolutions, or parts of ordinances or resolutions, in apparent or actual conflict with this Ordinance shall be and hereby are repealed or invalidated, respectively, and rendered of no effect from the date of adoption of this Ordinance.

PASSED AND APPROVED by the City Council of the City of Glenpool this 15th day of June 2015.

Timothy Lee Fox, Mayor

ATTEST:

[MUNICIPAL SEAL]

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

Exhibit A

New Rate Schedule for Residential and Commercial Water and Sewer Usage

New Water Rate Schedule	New Sewer Rate Schedule
Residential	Residential
Base Rate (any usage up to 1,000 gallons) \$22.00	Base Rate (any usage up to 1,000 gallons) \$14.00
Each additional 1,000 gallons \$ 6.20	Each additional 1,000 gallons \$ 2.75
Commercial	Commercial
Base Rate \$42.00	Base Rate \$14.00
Each additional 1,000 gallons \$ 6.20	Each additional 1,000 gallons \$ 2.75

Glenpool Utility Services Authority

Water and Sewer Utility Rate Study

Final

June 11, 2015

MUNICIPAL FINANCE SERVICES, INC.

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Introduction

The Glenpool Utility Services Authority (the Authority, or “GUSA”) in late 2014 decided to examine its water and sewer utility rates in light of persistent financial operating deficits over several years that were reducing the cash position of the Authority, and that, if left unaddressed, would significantly hamper the ability of the Authority and the City of Glenpool to provide the type of utility services upon which Glenpool customers rely. In December 2014, the Authority increased water delivery service rates by \$7.75 per customer per month, and gave the City Manager the authority, in his discretion, to raise sanitation rates up to \$1.00 per cart, per month, per residence. Those increases were designed to provide immediate relief to the Authority, while at the same time providing a period of time for the Authority to examine water and sewer utility rates in a comprehensive manner. On December 3, 2014, the Authority engaged Municipal Finance Services, Inc. (“MFSOK”) to conduct a comprehensive review of the City’s utility revenue operations, and produce a Water and Sewer Rate Study.

The following report describes the analysis, findings, and recommendations of MFSOK with regard to water and sewer utility rates, taking into account the needs of the Authority with respect to ongoing operations costs, debt service requirements, ongoing capital needs funded through operating revenues, and future capital needs funded through grants and Authority debt issues. In preparing the report, MFSOK obtained data through the City’s utility billing software program, data on file at the Oklahoma Water Resources Board, audited and unaudited financial statements provided by the City, and available information related to both the Authority’s outstanding debt as well as prior debt issues. Additionally, MFSOK also reviewed current contracts between Glenpool and other parties related to the operations of the Authority’s water, sewer, and sanitation systems; and also had numerous discussions with key staff members of the City regarding operations and capital planning.

About the Authority. *The Authority was created by a Declaration of Trust dated as of June 12, 1967, as amended, for the use and benefit of the City of Glenpool under Title 60, Oklahoma Statutes. The purpose of the Authority is broadly defined in the Trust Declaration as to serve the area including the City of Glenpool and surrounding unincorporated areas “...any or all improvements, services and physical facilities for the safeguarding of public health, the protection of persons and property, and the conservation and implementation of public welfare...”. Under a Lease dated January 24, 1975, the City of Glenpool leases its water, sanitary sewage, and garbage and trash collection facilities and equipment to GUSA. The Trustees of the Authority are comprised ex-officio of the members of the City Council of the City of Glenpool. Daily operations of the Authority are managed by the City Manager, acting as General Manager of the Authority. The Authority provides water, sanitary sewer, trash collection, and storm water management services to the City of Glenpool.*

Water System

GUSA currently purchases all of its treated water on a wholesale basis from the Tulsa Metropolitan Utility Authority (TMUA), taking the water at two delivery points (a ten-inch meter and an 8-inch meter). GUSA is billed monthly by TMUA under a 40-year “sole source” contract that expires in 2045. The contract with TMUA provides a schedule of Maximum Daily Use that begins with 2 million gallons per day in 2005, escalating incrementally to 11 million gallons per day in 2045. The Maximum Daily Use for 2015 is 5 million gallons per day. TMUA regularly reviews and adjusts the price of water to all wholesale customers, including GUSA. The most recent adjustment was a 7% increase effective October 2014, bringing the rate charged by TMUA to GUSA \$3.17 per thousand gallons on a uniform rate structure. The GUSA Trustees passed a utility rate resolution in September of 2014 to pass along that increase in operating costs to Glenpool customers. In March 2015, Tulsa announced that it would be instituting an additional 7% water rate increase, that would be effective October 1, 2015.

Currently, Glenpool has no other alternate source of water, such as its own back-up water treatment system, or a connection to another neighboring water system.

GUSA has storage capacity of 1.1 million gallons of water in an elevated standpipe located near 141st Street and Peoria.

The Authority has one pressure booster station located near 131st Street and Highway 75 that rarely needs to be used except in unusual circumstances.

GUSA has agreements in place to provide water to nearby wholesale purchasers (Creek County Rural Water District No. 2 and Okmulgee County Rural Water District No. 6), but those purchasers have not taken any water from GUSA to date.

Since 2010, the water system, including the distribution system and the meter reading function, has been operated and maintained by Severn-Trent Environmental Services, Inc. Severn-Trent employs the individuals who perform those activities.

There are currently no ODEQ Consent Orders or Notices of Violation with regard to the water system.

The Glenpool Utility Services Authority currently serves water to approximately 3,840 residential accounts and 169 commercial accounts. The ten largest water users for the fiscal year ending June 30, 2014 are listed in the table below.

Largest Water Users by Volume, FY 2014

Rank	Water Customer
1	Zips Car Wash LLC
2	Glenwood Healthcare
3	Santa Fe Cattle Co.
4	Wal-Mart
5	Best Western
6	Glenpool Schools
7	Con-way Southern Express
8	Comfort Inn
9	Auto Pride
10	Eurocraft, Inc.

GUSA has essentially two water customer classifications, residential and commercial. The table below presents a breakdown of the water rate classifications for the fiscal year ending June 30, 2014.

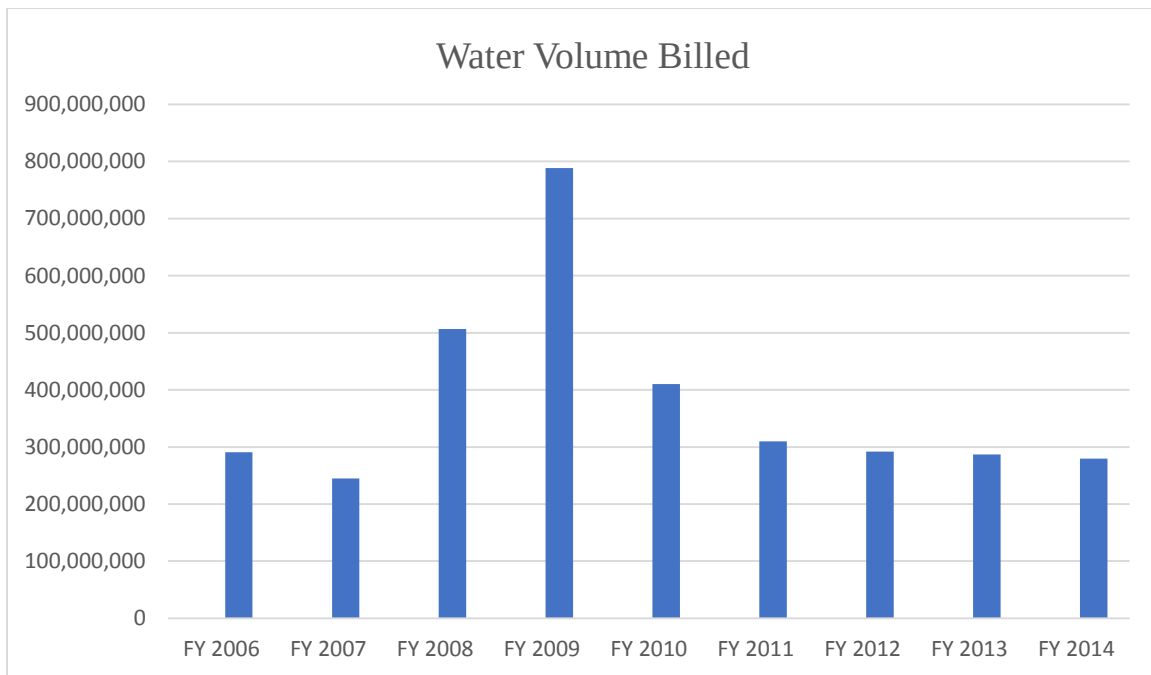
Water Use by Customer Class, FY 2014

Customer Class	Water Billed	Water Consumed (gal.)	Percent of Totals
Residential	\$1,529,346	219,072,013	86%/78%
Commercial	\$244,646	59,462,000	14%/21%
Totals	\$1,773,992	278,534,013	100%/99%

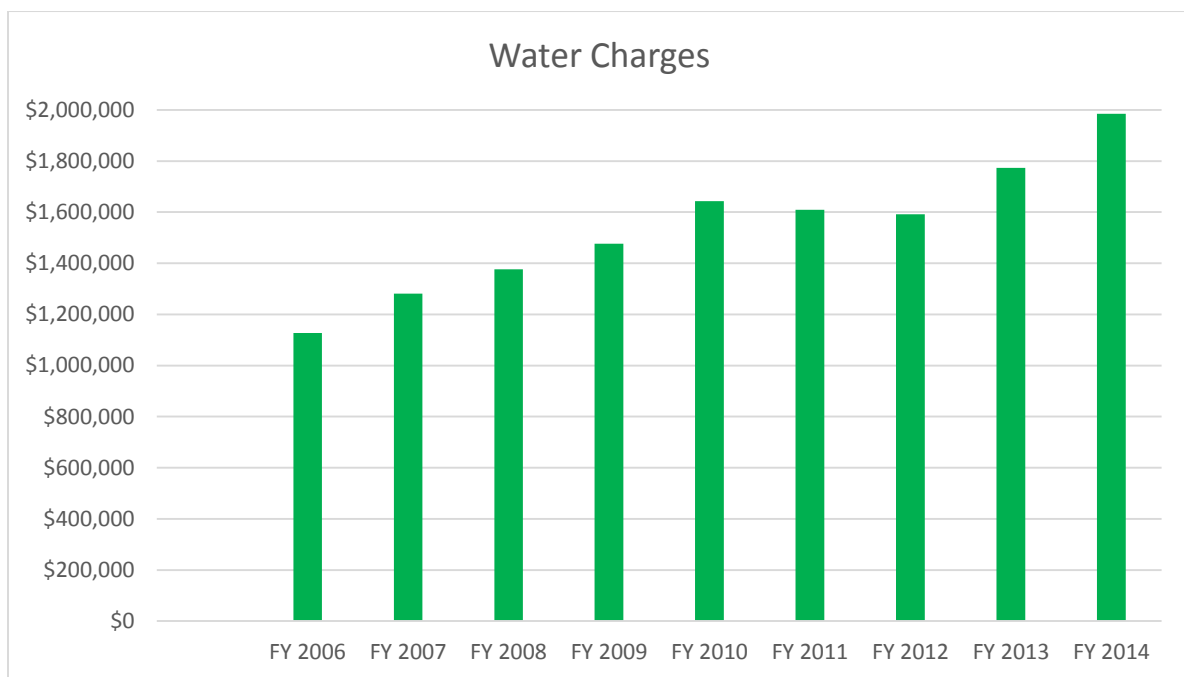
Overall, GUSA has experienced moderate and steady growth in both the number of residential and commercial water accounts over the last several fiscal years.

Customer Accounts	2010	2011	2012	2013	2014	Current
Residential	3,505	3,585	3,630	3,715	3,781	3,840
Commercial	156	158	169	181	189	169
Totals	3,661	3,743	3,799	3,896	3,970	4,009

The chart below presents volume of water billed, by fiscal year. Data is from the Consumption Profile Reports generated by the City's utility billing software.



The chart below presents water charges, by fiscal year. Data is from the Consumption Profile Reports generated by the City's utility billing software.



Sewer System

The Authority's sanitary sewer system serves most, but not all, of Glenpool's incorporated area. The system consists of a collection system, along with eleven (11) lift stations, and a wastewater treatment facility near 136th Place and South Broadway Avenue. The City is permitted for a maximum discharge of 1.4 MGD. Average daily discharge is between 0.75 and 0.85 MGD. The treatment process is aerated lagoons (one single-cell 14-foot deep lagoon divided into 4 bays) with chemical treatment. The treatment facility is approximately twenty (20) years old and has been updated over the ensuing period, most recently with the addition of a chlorination process between the lagoons and the discharge point into the Arkansas River. There is an ongoing study to determine if sludge removal is needed, but the results of that study are not known at present. If sludge removal is needed, the likely process will be land application on nearby privately owned land. The sanitary sewer system is not under any Consent Orders and has no Notices of Violation from ODEQ.

The sanitary sewer system, like the water system is operated by a private vendor, Severn-Trent Environmental Services. Severn-Trent employs the individuals who operate and maintain the sanitary sewer service.

GUSA has essentially two sewer customer classifications, residential and commercial. The table below presents a breakdown of the sewer rate classifications for the fiscal year ending June 30, 2014.

Sewer Use by Customer Class, FY 2014

Customer Class	Sewer Billed	Sewer Usage (gal.)	Percent of Totals
Residential	\$647,241	212,893,013	86%/82%
Commercial	\$101,642	46,628,000	14%/18%
Totals	\$748,884	259,251,013	100%/100%

Overall, as in the case of water accounts, GUSA has experienced moderate and steady growth in both the number of residential and commercial sewer accounts over the last several fiscal years.

Customer Accounts	2010	2011	2012	2013	2014
Residential	3,463	3,543	3,585	3,670	3,731
Commercial	128	126	134	143	146
Totals	3,591	3,669	3,719	3,813	3,877

Historical Financial Operating Performance

The following information is taken from the City's audited financial statements.

Fiscal Year Ending June 30:					
	2010	2011	2012	2013	2014
Revenues					
Water Revenue	2,026,944	1,864,124	1,644,317	1,851,348	1,962,274
Sewer Revenue	661,916	714,891	742,816	748,524	747,534
Water Taps	108,903	52,253	62,175	80,005	113,100
Sewer Taps	25,198	10,800	13,600	16,969	19,500
Connect/transfer fees	37,925	41,375	6,421	6,809	45,472
Delinquent Fees	73,409	79,539	85,113	92,408	95,312
Miscellaneous Charges	24,421	7,694	17,839	13,490	16,056
Return on fees	23,838	3,092	3,060		
Total Revenues	2,982,554	2,773,768	2,575,341	2,809,553	2,999,248
Operations Expense					
General and Administrative	80,000	101,379	49,308		
Water and Sewer Treatment	1,721,235	2,885,472	3,443,570	3,334,696	3,100,974
Total Operations Expense	1,801,235	2,986,851	3,492,878	3,334,696	3,100,974
Net Operating Revenues	1,181,319	(213,083)	(917,537)	(525,143)	(101,726)

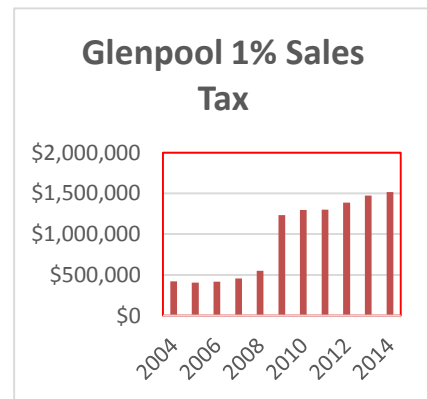
From fiscal year 2010 thru fiscal year 2014, **revenues increased 0.6% while operating expenses increased 72%.** The result was that net operating revenues declined precipitously, and the water and sewer system has operated in persistent deficits beginning in FY 2011. Bear in mind that the amounts above do not include any non-cash items, such as depreciation expense. Also, this is before GUSA debt payments are included or any sales tax transfers from the General Fund to GUSA.

Current GUSA Indebtedness

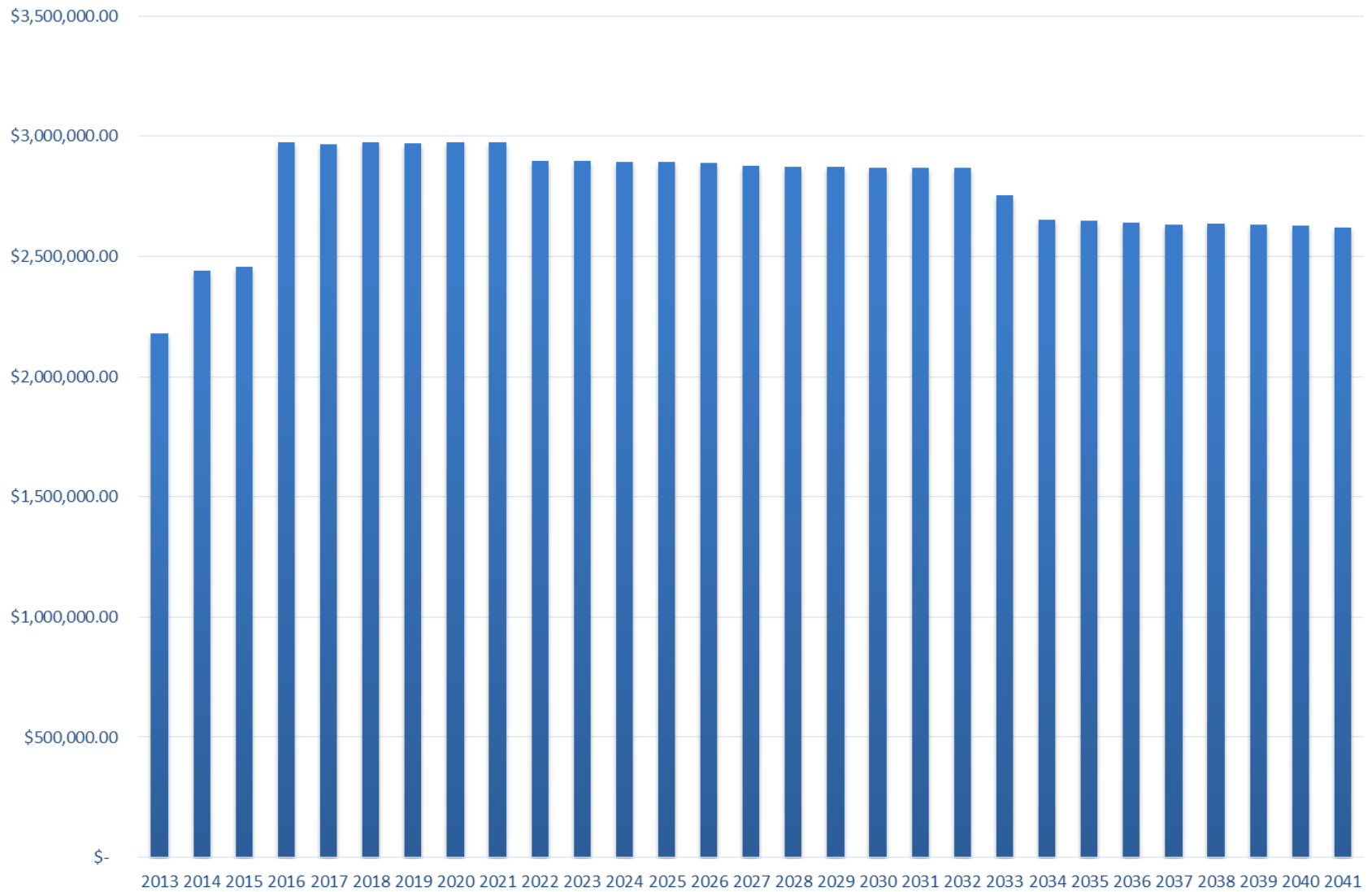
Fiscal Year Ending June 30:	Series 2001 Note to OWRB	Utility System Revenue Bonds, Tax Exempt Refunding Series 2010A	Utility System Revenue Bonds, Taxable Refunding Series 2010B	Utility System Revenue Bonds Tax Exempt Refunding, Series 2011	Series 2011 Note to OWRB	Total
6/30/2013	\$71,090	\$1,399,938	\$215,475	\$345,155	\$145,788	\$2,177,445
6/30/2014	\$70,744	\$1,399,938	\$286,950	\$413,405	\$269,074	\$2,440,111
6/30/2015	\$70,399	\$1,399,938	\$287,225	\$483,755	\$216,550	\$2,457,867
6/30/2016	\$70,060	\$1,915,750	\$287,350	\$482,855	\$216,550	\$2,972,565
6/30/2017	\$69,709	\$1,912,113	\$285,753	\$481,755	\$216,550	\$2,965,879
6/30/2018	\$69,364	\$1,915,103	\$287,265	\$485,355	\$216,550	\$2,973,637
6/30/2019	\$69,019	\$1,913,918	\$288,293	\$483,655	\$216,550	\$2,971,434
6/30/2020	\$68,675	\$1,915,326	\$288,835	\$486,655	\$216,550	\$2,976,042
6/30/2021	\$68,329	\$1,914,290	\$288,893	\$484,633	\$216,550	\$2,972,694
6/30/2022	\$0	\$1,911,155	\$287,200	\$482,505	\$216,550	\$2,897,410
6/30/2023	\$0	\$1,911,220	\$283,700	\$484,800	\$216,550	\$2,896,270
6/30/2024	\$0	\$1,909,650	\$284,450	\$481,598	\$216,550	\$2,892,248
6/30/2025	\$0	\$1,911,114	\$284,300	\$482,826	\$216,550	\$2,894,790
6/30/2026	\$0	\$1,905,368	\$283,250	\$483,308	\$216,550	\$2,888,475
6/30/2027	\$0	\$2,178,874	\$0	\$482,659	\$216,550	\$2,878,083
6/30/2028	\$0	\$2,176,494	\$0	\$481,019	\$216,550	\$2,874,063
6/30/2029	\$0	\$2,176,568	\$0	\$478,894	\$216,550	\$2,872,011
6/30/2030	\$0	\$2,173,974	\$0	\$476,284	\$216,550	\$2,866,808
6/30/2031	\$0	\$2,173,591	\$0	\$478,068	\$216,550	\$2,868,209
6/30/2032	\$0	\$2,173,503	\$0	\$478,755	\$216,550	\$2,868,808
6/30/2033	\$0	\$2,168,505	\$0	\$478,328	\$108,275	\$2,755,107
6/30/2034	\$0	\$2,169,938	\$0	\$482,008	\$0	\$2,651,945
6/30/2035	\$0	\$2,167,545	\$0	\$479,795	\$0	\$2,647,340
6/30/2036	\$0	\$2,166,200	\$0	\$471,945	\$0	\$2,638,145
6/30/2037	\$0	\$2,160,346	\$0	\$473,236	\$0	\$2,633,583
6/30/2038	\$0	\$2,159,706	\$0	\$478,280	\$0	\$2,637,986
6/30/2039	\$0	\$2,154,431	\$0	\$477,165	\$0	\$2,631,596
6/30/2040	\$0	\$2,154,264	\$0	\$475,020	\$0	\$2,629,284
6/30/2041	\$0	\$2,148,946	\$0	\$471,845	\$0	\$2,620,791

Principal and interest payments on GUSA debt total \$2,457,867 in the fiscal year ending June 30, 2015, and are scheduled to rise to \$2,972,565 in fiscal year 2016, an annual increase of \$514,698. Debt service is scheduled to stay at the same approximate level as fiscal year 2016 until the Series 2001 OWRB Note matures in fiscal year 2021. That maturity will provide a reduction in annual debt service of approximately \$68,000. While that is certainly a positive, it is relatively modest in terms of GUSA overall debt obligations.

It is important to note that Sales Tax Ordinance 457, which is a broadly defined 1% capital improvement sales tax, **expires March 31, 2021**. In FY 2014, Ordinance 457 generated \$1,517,327.84 in revenue, which is slightly over **half** of the annual debt service shown above. Since annual City debt payments are scheduled to be over \$2.5 million until the end of Fiscal Year 2041, expiration of the sales tax will likely require the City to make some very difficult decisions involving future utility rate increases or decreasing expenditures in other parts of the City budget.



Total Debt Service by Fiscal Year



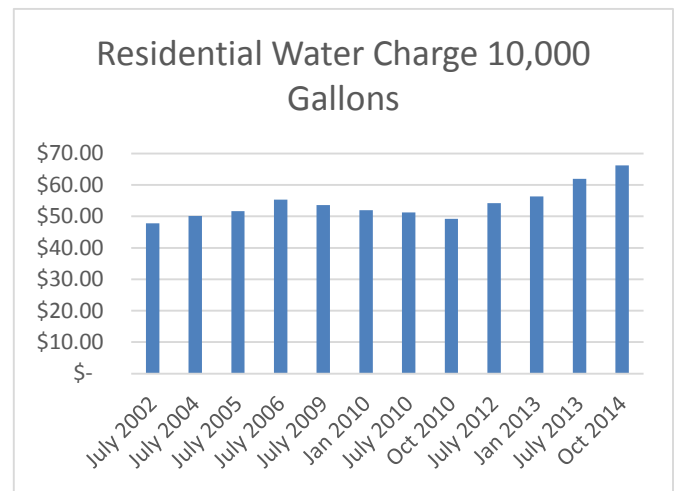
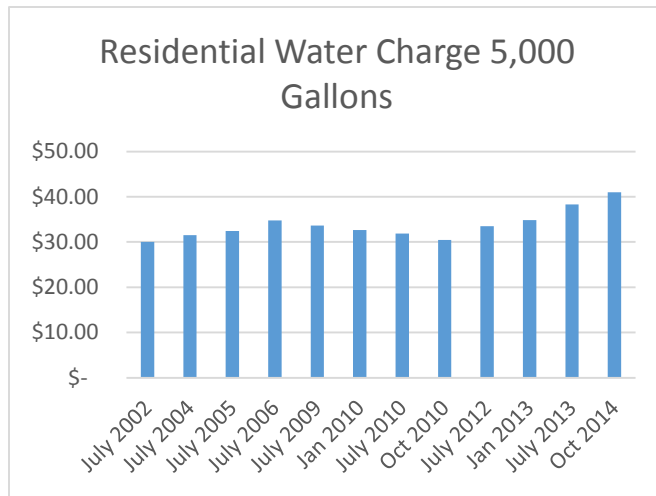
Historical Water and Sewer Rates

Water Rates

Starting with a baseline using the water rates established in July 2002, Glenpool has adjusted water rates eleven times (not including the recently added \$7.75 per month service charge authorized in December 2014). Of those eleven rate changes, seven were general increases and four were general decreases in rates. All of the changes to residential water rates have been across the board percentage changes to both base charge and volume charge, preserving the increasing, then decreasing block rate structure put in place many years ago for residential customers. The base charge for commercial customers, \$43.53, is significantly larger than the base charge for residential, and the volume charge, \$3.20 per thousand gallons, is significantly lower than residential volume charges. *It should be noted that the current volume charge for commercial of \$3.20 per thousand is just slightly above the \$3.17 per thousand being charged for treated water to Glenpool by the City of Tulsa and certainly does not cover the marginal cost of water when adjusted for water loss and other marginal operating costs.*

Approximate Date of Rate Change													
	July 2002	July 2004	July 2005	July 2006	July 2009	Jan 2010	July 2010	Oct 2010	July 2012	Jan 2013	July 2013	Oct 2014	
Water													
Residential													
Base Rate (includes 1st 1,000 gal.)	\$ 15.97	\$ 16.77	\$ 17.28	\$ 18.49	\$ 17.94	\$ 17.40	\$ 16.65	\$ 15.61	\$ 17.17	\$ 17.86	\$ 19.64	\$ 21.01	
Next 7,000 gallons	\$ 3.51	\$ 3.68	\$ 3.79	\$ 4.06	\$ 3.93	\$ 3.81	\$ 3.81	\$ 3.71	\$ 4.08	\$ 4.24	\$ 4.67	\$ 4.99	
Next 7,000 gallons	\$ 3.62	\$ 3.80	\$ 3.92	\$ 4.20	\$ 4.06	\$ 3.95	\$ 3.95	\$ 3.83	\$ 4.22	\$ 4.38	\$ 4.82	\$ 5.15	
Next 35,000 gallons	\$ 3.27	\$ 3.43	\$ 3.54	\$ 3.78	\$ 3.67	\$ 3.56	\$ 3.56	\$ 3.45	\$ 3.80	\$ 3.95	\$ 4.34	\$ 4.64	
Next 5,000 gallons	\$ 3.03	\$ 3.18	\$ 3.28	\$ 3.50	\$ 3.40	\$ 3.30	\$ 3.30	\$ 3.20	\$ 3.52	\$ 3.66	\$ 4.02	\$ 4.30	
All over 55,000 gallons	\$ 2.97	\$ 3.12	\$ 3.21	\$ 3.44	\$ 3.33	\$ 3.23	\$ 3.23	\$ 3.13	\$ 3.45	\$ 3.58	\$ 3.94	\$ 4.21	
Total Charge for 5,000 gallons	\$ 30.01	\$ 31.49	\$ 32.44	\$ 34.73	\$ 33.66	\$ 32.64	\$ 31.89	\$ 30.45	\$ 33.49	\$ 34.82	\$ 38.32	\$ 40.97	
Percentage Change from Previous		4.93%	3.02%	7.06%	-3.08%	-3.03%	-2.30%	-4.52%	9.98%	3.97%	10.05%	6.92%	
Total charge for 10,000 gallons	\$ 47.78	\$ 50.13	\$ 51.65	\$ 55.31	\$ 53.57	\$ 51.97	\$ 51.22	\$ 49.24	\$ 54.17	\$ 56.30	\$ 61.97	\$ 66.24	
Percentage Change from Previous		4.92%	3.03%	7.09%	-3.15%	-2.99%	-1.44%	-3.87%	10.01%	3.93%	10.07%	6.89%	

Below are graphical representations of the total monthly water charges to residential customers at selected monthly consumption amounts of 5,000 and 10,000 gallons, reflecting rates in place since July 2002. The recently adopted \$7.75 per month water service charge is not included.

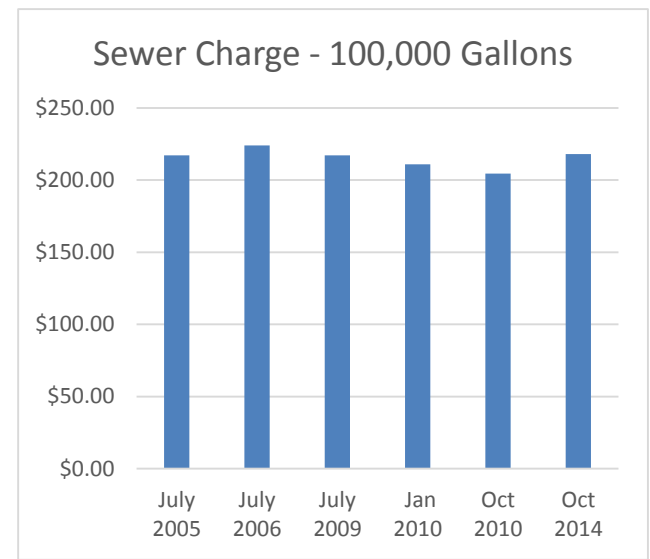
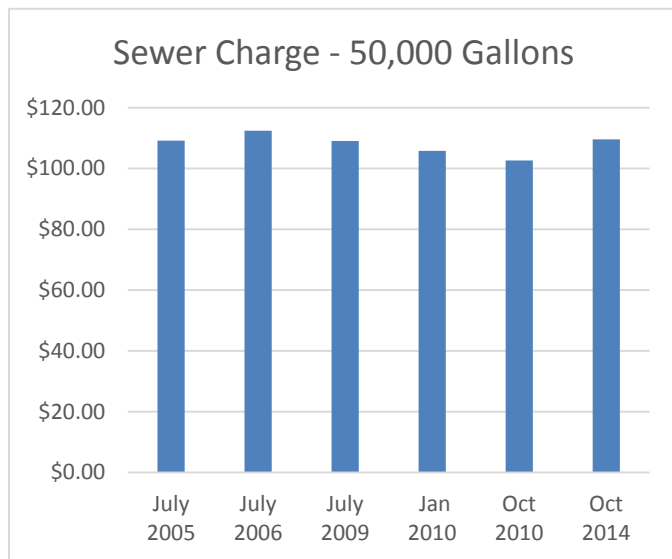
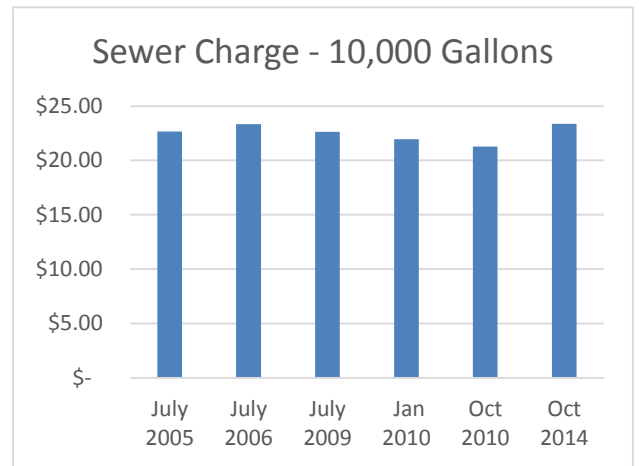
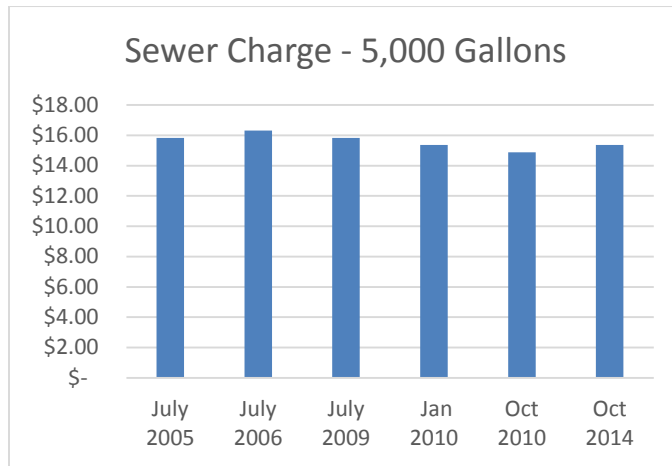


Sewer Rates

Starting with a baseline of July 2005, sewer rates have been adjusted five times (two general rate increases and three general rate decreases). The most recent increase in October 2014 simplified the rate structure significantly.

Approximate Date of Rate Change									
July 2005	July 2006	July 2009	Jan 2010	Oct 2010					Oct 2014
Sewer									
Residential and Commercial									
Base Rate (includes 1st 1,000 gal.)	\$ 8.92	\$ 9.19	\$ 8.91	\$ 8.65	\$ 8.38	Base Rate (includes 1st 1,000 gal.)	\$ 8.97		
Next 7,000 gallons	\$ 1.73	\$ 1.78	\$ 1.73	\$ 1.67	\$ 1.63	Next 10,000 gallons	\$ 1.60		
Next 2,000 gallons	\$ 0.81	\$ 0.83	\$ 0.81	\$ 0.78	\$ 0.76	All over 11,000 gallons	\$ 2.17		
Next 23,000 gallons	\$ 2.17	\$ 2.22	\$ 2.16	\$ 2.10	\$ 2.03				
Next 2,000 gallons	\$ 1.89	\$ 1.95	\$ 1.89	\$ 1.84	\$ 1.78				
Next 5,000 gallons	\$ 2.27	\$ 2.34	\$ 2.27	\$ 2.20	\$ 2.14				
Next 5,000 gallons	\$ 2.16	\$ 2.23	\$ 2.16	\$ 2.10	\$ 2.04				
All over 45,000 gallons	\$ 2.16	\$ 2.23	\$ 2.16	\$ 2.10	\$ 2.04				
Total Charge for 5,000 gallons	15.84	\$ 16.32	\$ 15.83	\$ 15.36	\$ 14.89			\$ 15.37	
Percentage Change from Previous		3.03%	-3.00%	-2.97%	-3.06%			3.22%	
Total charge for 10,000 gallons	22.66	\$ 23.34	\$ 22.64	\$ 21.96	\$ 21.29			\$ 23.37	
Percentage Change from Previous		3.00%	-3.00%	-3.00%	-3.05%			9.77%	

Below are graphical representations of the total monthly sewer charges for typical residential and commercial usage levels, reflecting rates in place since July 2005.

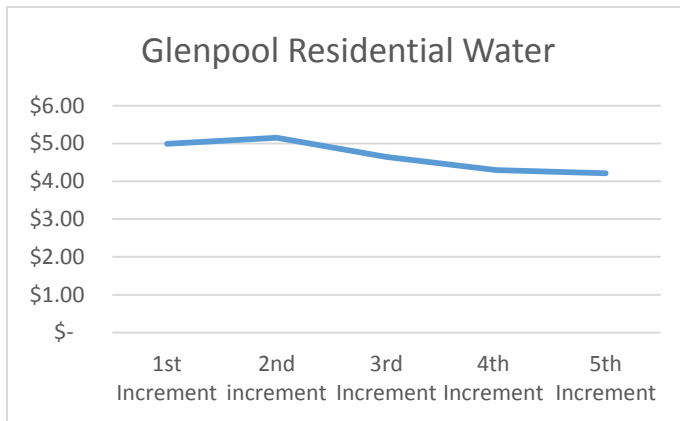


Comparative Water and Sewer Rates

Residential Water Rates

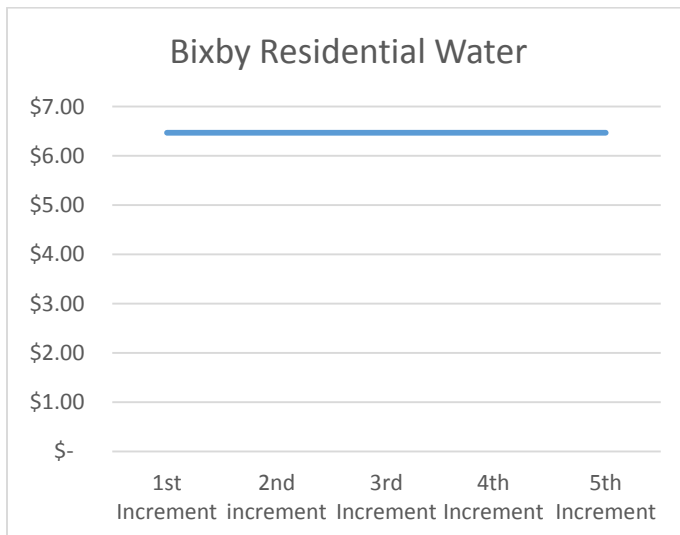
Glenpool has a different residential water rate structure than other nearby communities. After the residential water customer pays the base charge of \$21.01 per month (not including the recently added \$7.75 water service charge implemented in late 2014), which includes the first 1,000 gallons of water, the residential customer pays \$4.99 per thousand for the next 7,000 gallons, \$5.15 per thousand for the next 7,000 gallons, and after that the volume charges are reduced in three steps to a rate of \$4.21 per thousand gallons.

Below is a graphical summary of Glenpool's water rates compared to other nearby communities. All of the other communities utilize either a uniform rate structure, or some form of increasing block rate structure.



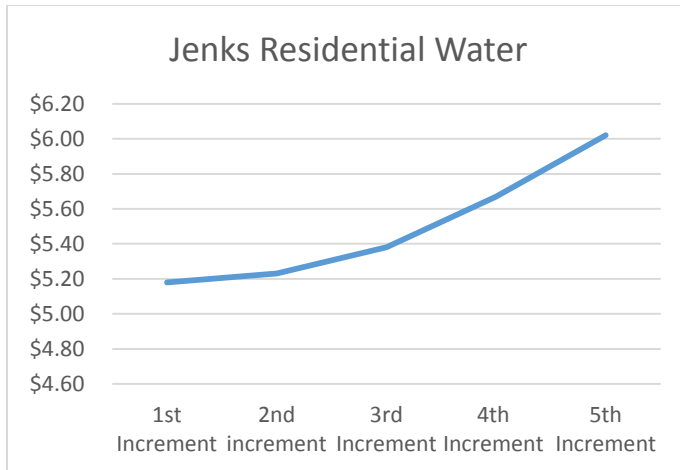
Increasing, then
Diminishing Block
Rate Structure

Glenpool	Residential		
Base Charge (Includes 1,000 gallons)		\$ 21.01	
Next	7,000 gallons	\$ 4.99	per thou.
Next	7,000 gallons	\$ 5.15	per thou.
Next	35,000 gallons	\$ 4.64	per thou.
Next	5,000 gallons	\$ 4.30	per thou.
All additional	gallons	\$ 4.21	per thou.



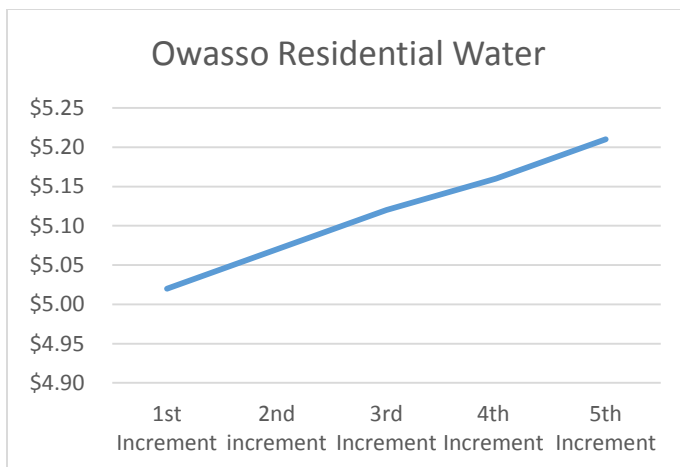
Uniform Rate
Structure

Bixby	Residential		
Base Charge (Includes 1,000 gallons)		\$ 13.66	
All additional	gallons	\$ 6.47	per thou.



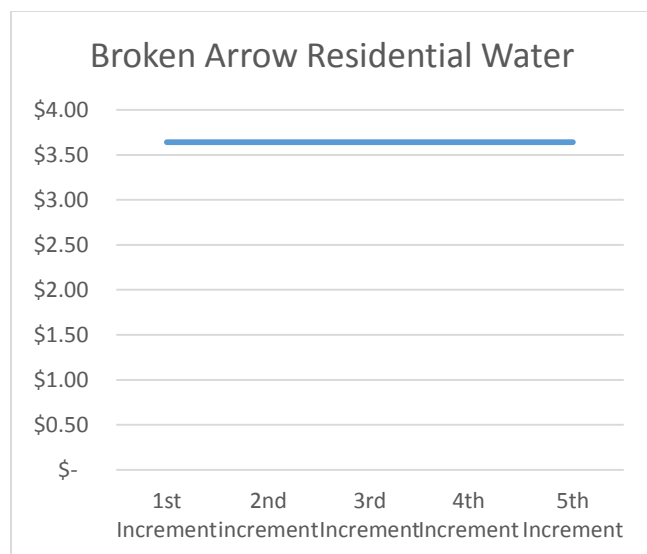
Increasing Block Rate Structure

Jenks Residential			
Base Charge (Includes 1,000 gallons)		\$ 13.06	
Next	7,000 gallons	\$ 5.18	per thou.
Next	4,000 gallons	\$ 5.23	per thou.
Next	6,000 gallons	\$ 5.38	per thou.
Next	7,000 gallons	\$ 5.67	per thou.
All additional	gallons	\$ 6.02	per thou.



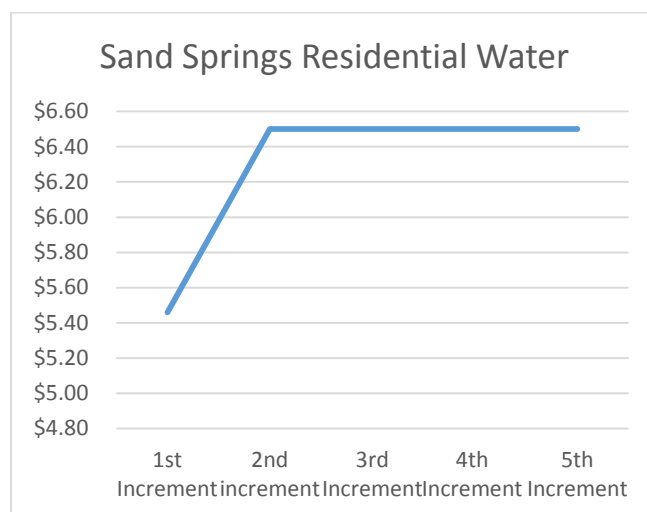
Increasing Block Rate Structure

Owasso Residential			
Base Charge (Includes 1,000 gallons)		\$ 11.50	
Next	1,000 gallons	\$ 5.02	per thou.
Next	3,000 gallons	\$ 5.07	per thou.
Next	5,000 gallons	\$ 5.12	per thou.
Next	10,000 gallons	\$ 5.16	per thou.
All additional	gallons	\$ 5.21	per thou.



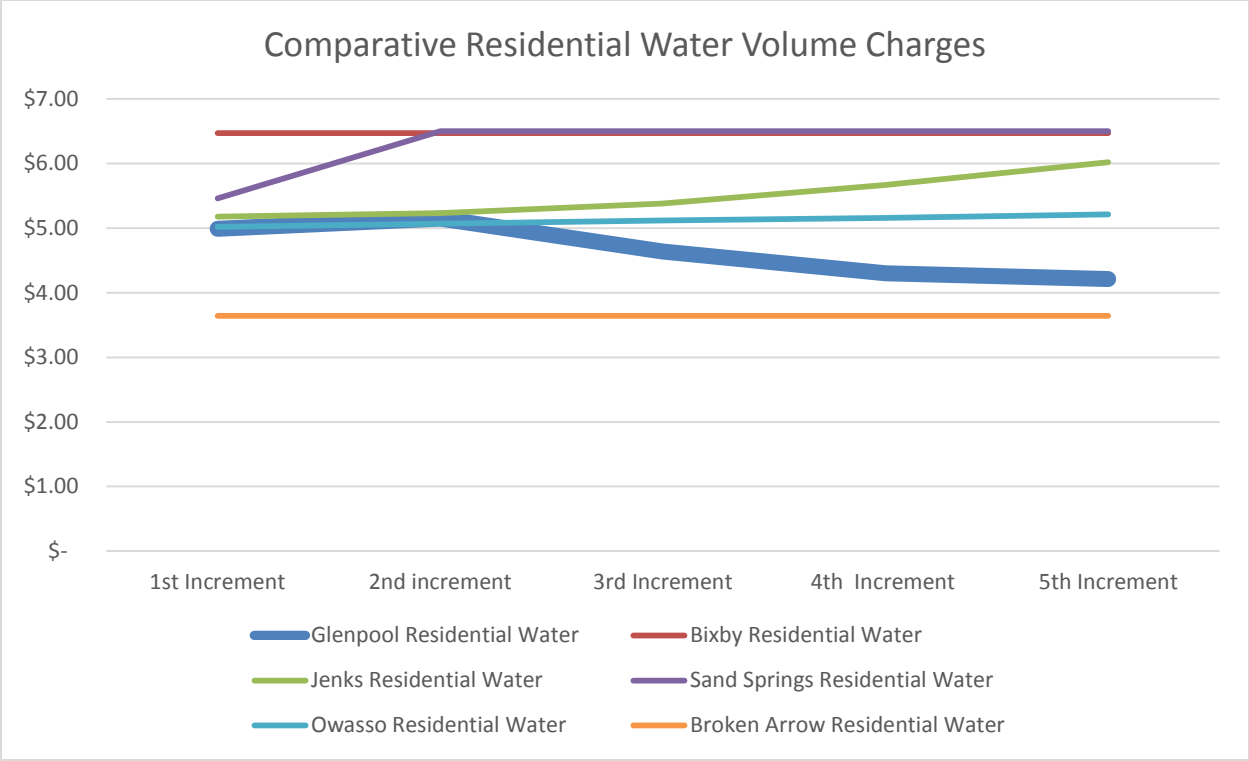
Uniform Rate
Structure

Broken Arrow	Residential			
Base Charge (no water included)			\$ 7.70	
All		gallons	\$ 3.64	per thou.



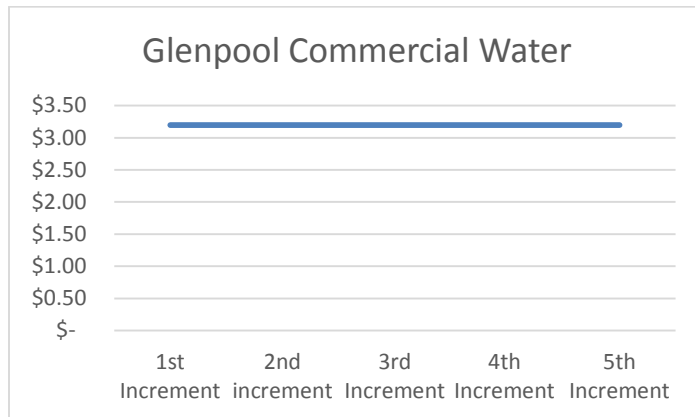
Increasing Block
Rate Structure, then
Uniform

Sand Springs	Residential			
Base Charge (Includes 1,000 gallons)			\$ 10.56	
Next	49,000	gallons	\$ 5.46	per thou.
All additional		gallons	\$ 6.50	per thou.



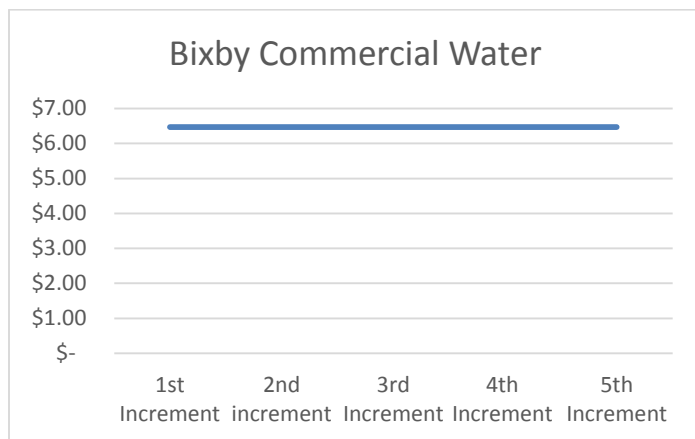
Commercial Water Rates

Unlike residential water rates, GUSA's commercial water rates are uniform, with a larger monthly base charge of \$43.53 (not including the recently enacted \$7.75 per month water service charge), versus \$21.01 for residential customers.



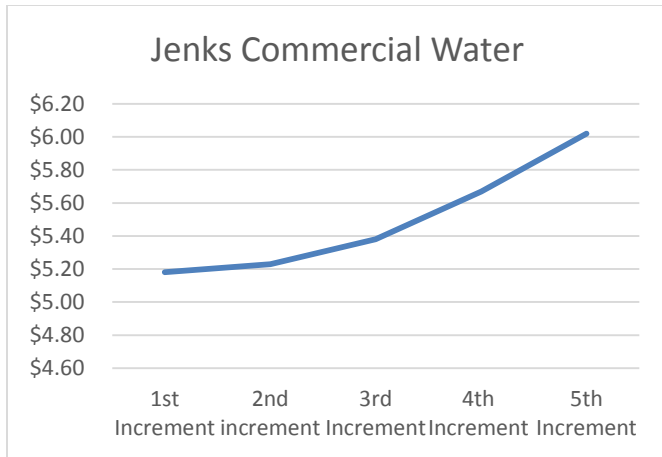
Uniform Rate Structure

Glenpool	Commercial			
Base Charge (Includes 1,000 gallons)			\$ 43.53	
All additional		gallons	\$ 3.20	per thou.



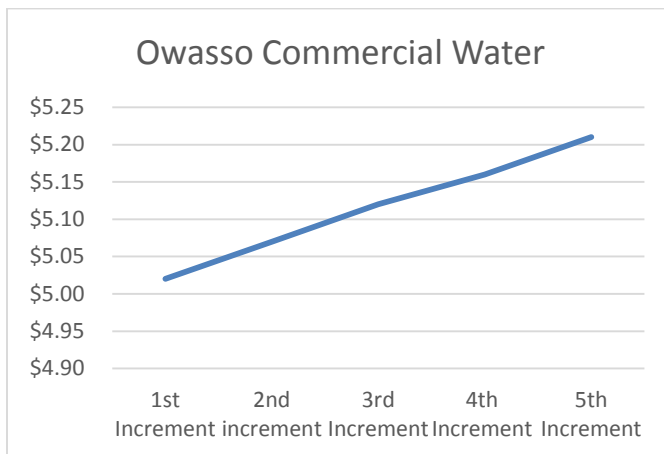
Uniform Rate Structure

Bixby	Commercial			
Base Charge (Includes 1,000 gallons)			\$ 13.66	
All additional		gallons	\$ 6.47	per thou.



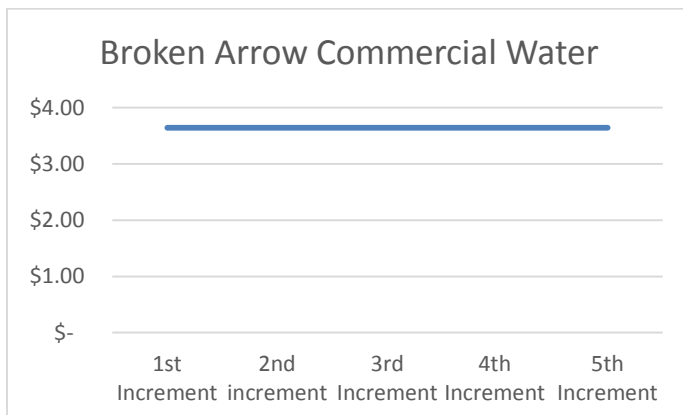
Increasing Block Rate Structure

Jenks	Commercial			
Base Charge (Includes 1,000 gallons)			\$ 13.06	
Next	7,000	gallons	\$ 5.18	per thou.
Next	4,000	gallons	\$ 5.23	per thou.
Next	6,000	gallons	\$ 5.38	per thou.
Next	7,000	gallons	\$ 5.67	per thou.
All additional		gallons	\$ 6.02	per thou.



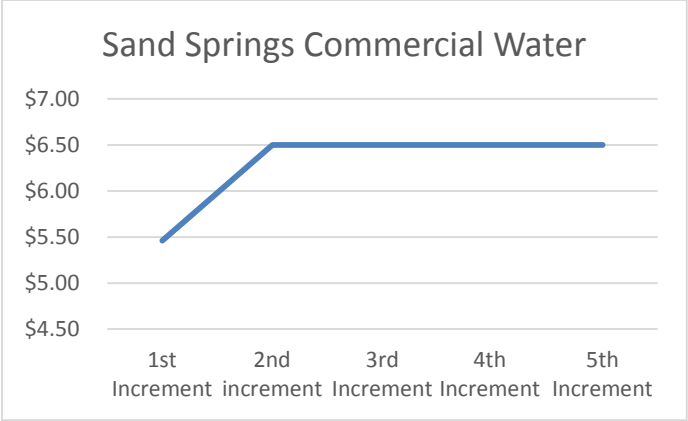
Increasing Block Rate Structure

Owasso	Commercial			
Base Charge* (Includes 1,000 gallons)			\$ 11.50	
Next	1,000	gallons	\$ 5.02	per thou.
Next	3,000	gallons	\$ 5.07	per thou.
Next	5,000	gallons	\$ 5.12	per thou.
Next	10,000	gallons	\$ 5.16	per thou.
All additional		gallons	\$ 5.21	per thou.



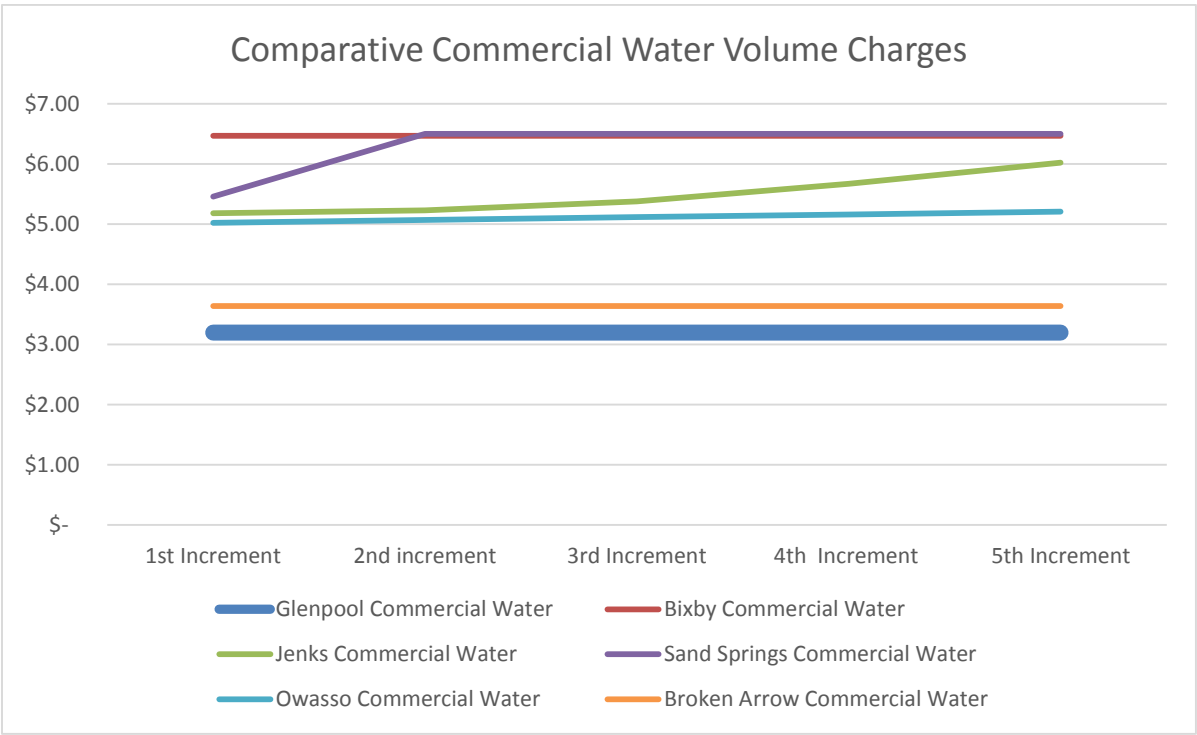
Uniform Rate Structure

Broken Arrow	Commercial			
Base Charge* (Includes 1,000 gallons)			\$ 7.70	
All		gallons	\$ 3.64	per thou.



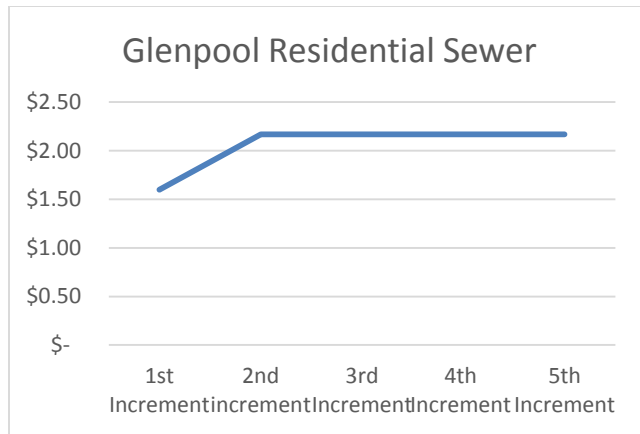
Increasing, then Uniform Rate Structure

Sand Springs	Commercial			
Base Charge (Includes 1,000 gallons)			\$ 10.56	
Next	7,000	gallons	\$ 5.46	per thou.
All additional		gallons	\$ 6.50	per thou.



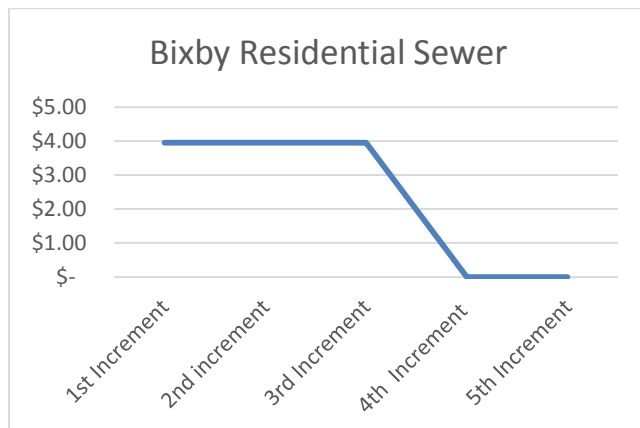
Residential Sewer Rates

Glenpool has an increasing, then uniform rate structure for residential sewer customers.



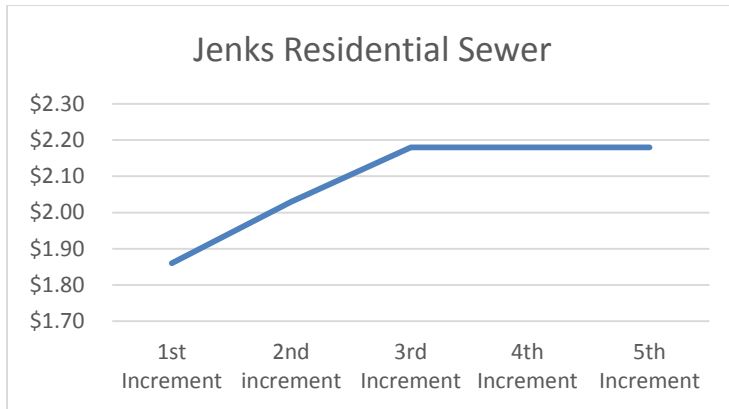
Increasing Block Rate Structure

Glenpool Residential				
Base Charge (Includes 1,000 gallons)		\$	8.97	
Next	10,000 gallons	\$	1.60	per thou.
All additional	gallons	\$	2.17	per thou.



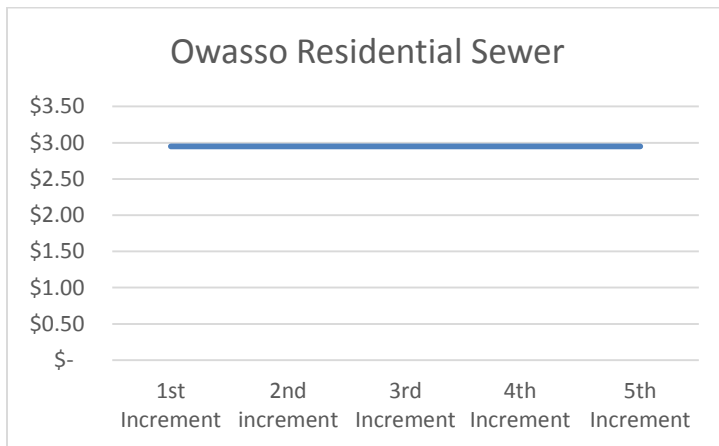
Uniform, then Capped Rate Structure. Maximum monthly bill is \$40.00

Bixby Residential				
Base Charge (Includes 1,000 gallons)		\$	8.75	
All additional	gallons	\$	3.95	per thou.
Bixby caps residential sewer charge at \$40.00/mo.				



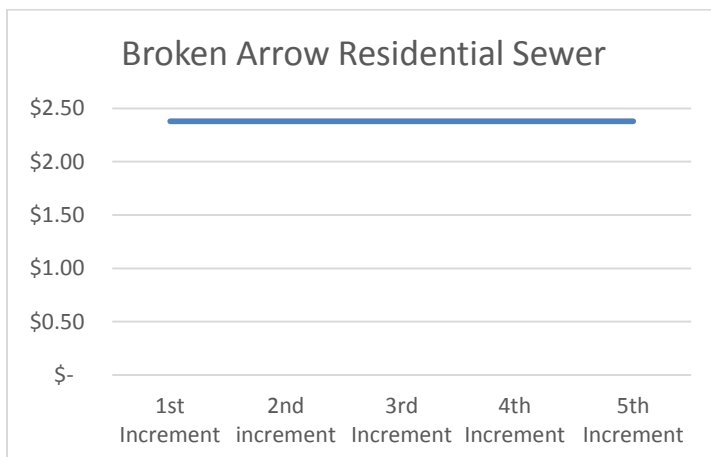
Increasing Block Rate Structure

Jenks Residential				
Base Charge (Includes 1,000 gallons)		\$	5.73	
Next	11,000 gallons	\$	1.86	per thou.
Next	13,000 gallons	\$	2.03	per thou.
All additional	gallons	\$	2.18	per thou.



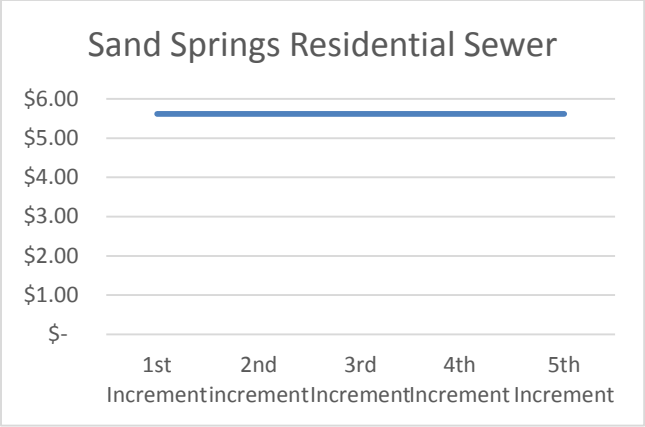
Uniform Rate Structure

Owasso Residential				
Base Charge (Includes 1,000 gallons)		\$	6.97	
All additional	gallons	\$	2.95	per thou.



Uniform Rate Structure

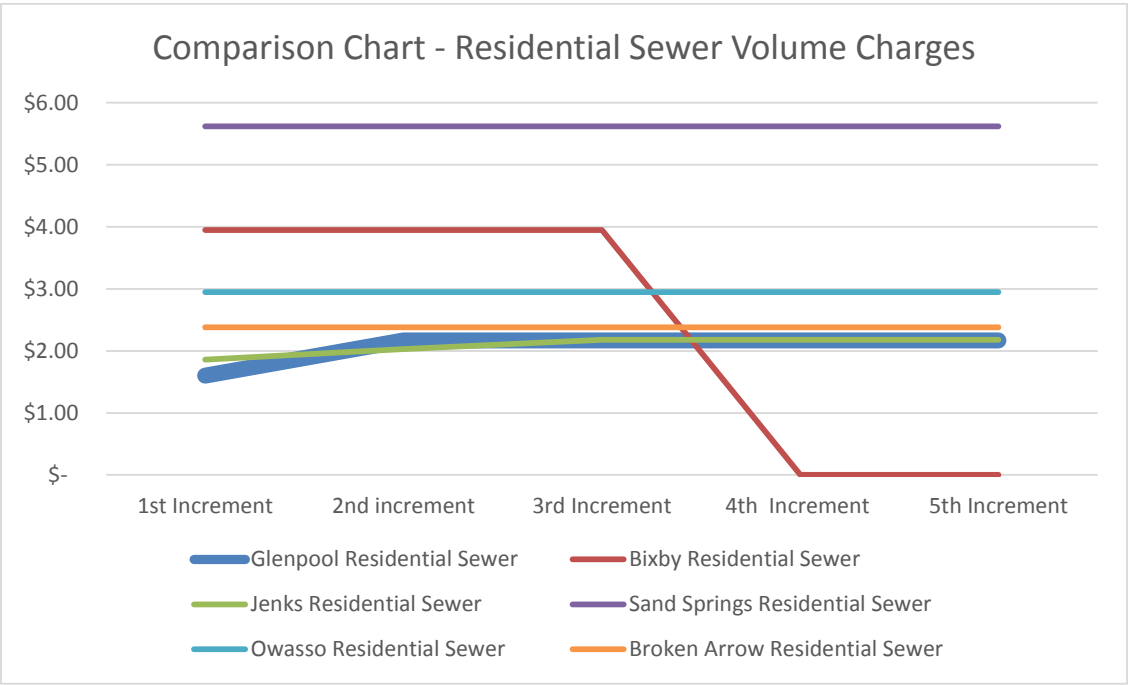
Broken Arrow Residential				
Base Charge (no gallons included)		\$	7.50	
All	gallons	\$	2.38	per thou.



Uniform Rate Structure

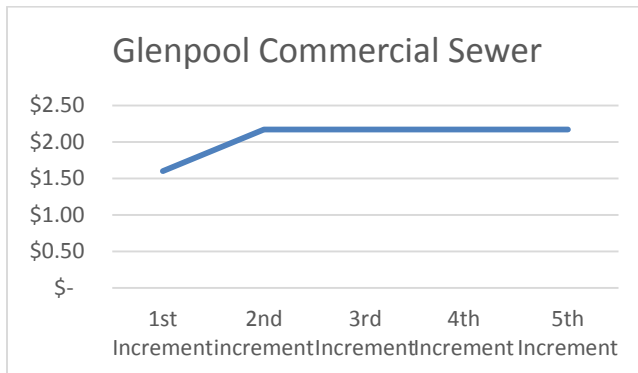
Sand Springs	Residential			
Base Charge (Includes 1,000 gallons)		\$	10.71	
All additional		gallons	\$ 5.62	per thou.

The chart below shows relative residential sewer rates between the selected cities.



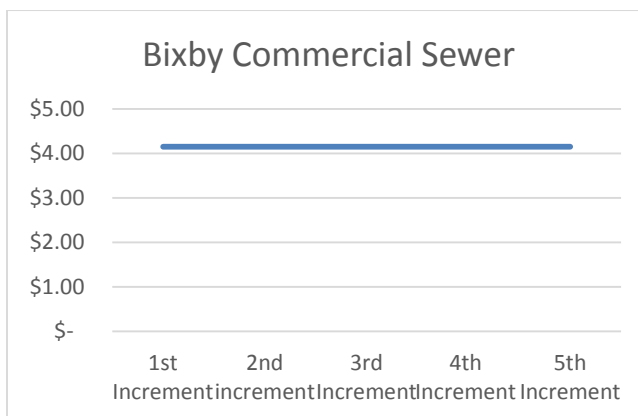
Commercial Sewer

Glenpool's rates for commercial sewer mirror the residential sewer rates.



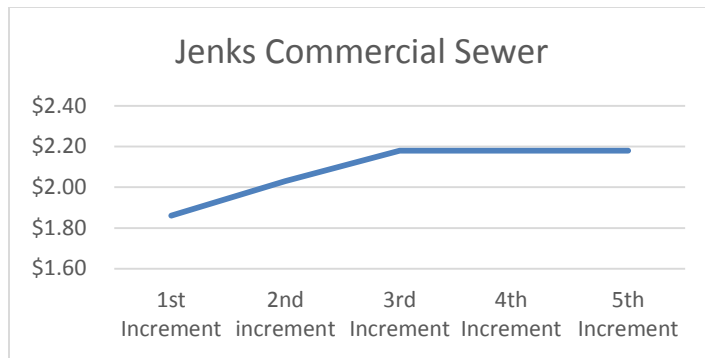
Increasing, then Uniform Rate Structure

Glenpool	Commercial			
Base Charge (Includes 1,000 gallons)		\$	8.97	
Next	10,000	gallons	\$	1.60 per thou.
All additional		gallons	\$	2.17 per thou.



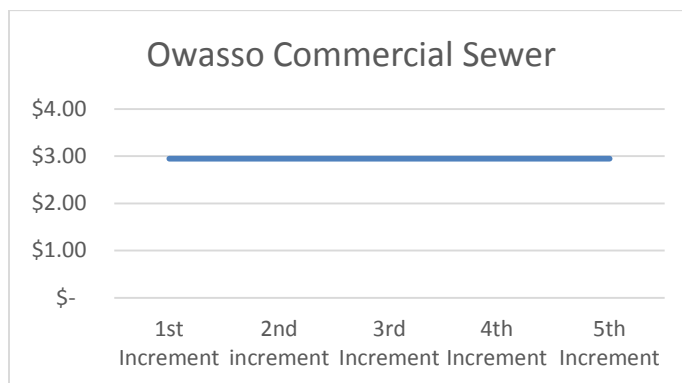
Uniform Rate Structure

Bixby	Commercial			
Base Charge (Includes 1,000 gallons)		\$	8.75	
All additional		gallons	\$	4.15 per thou.



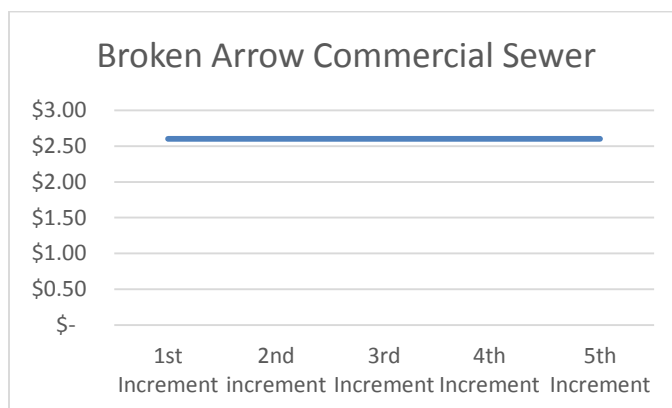
Increasing Block Rate Structure

Jenks	Commercial			
Base Charge (Includes 1,000 gallons)			\$ 5.73	
Next	11,000	gallons	\$ 1.86	per thou.
Next	13,000	gallons	\$ 2.03	per thou.
All additional		gallons	\$ 2.18	per thou.



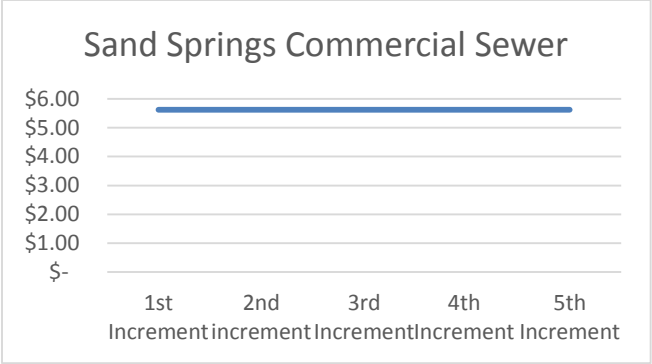
Uniform Rate Structure

Owasso	Commercial			
Base Charge* (Includes 1,000 gallons)			\$ 6.97	
All additional		gallons	\$ 2.95	per thou.



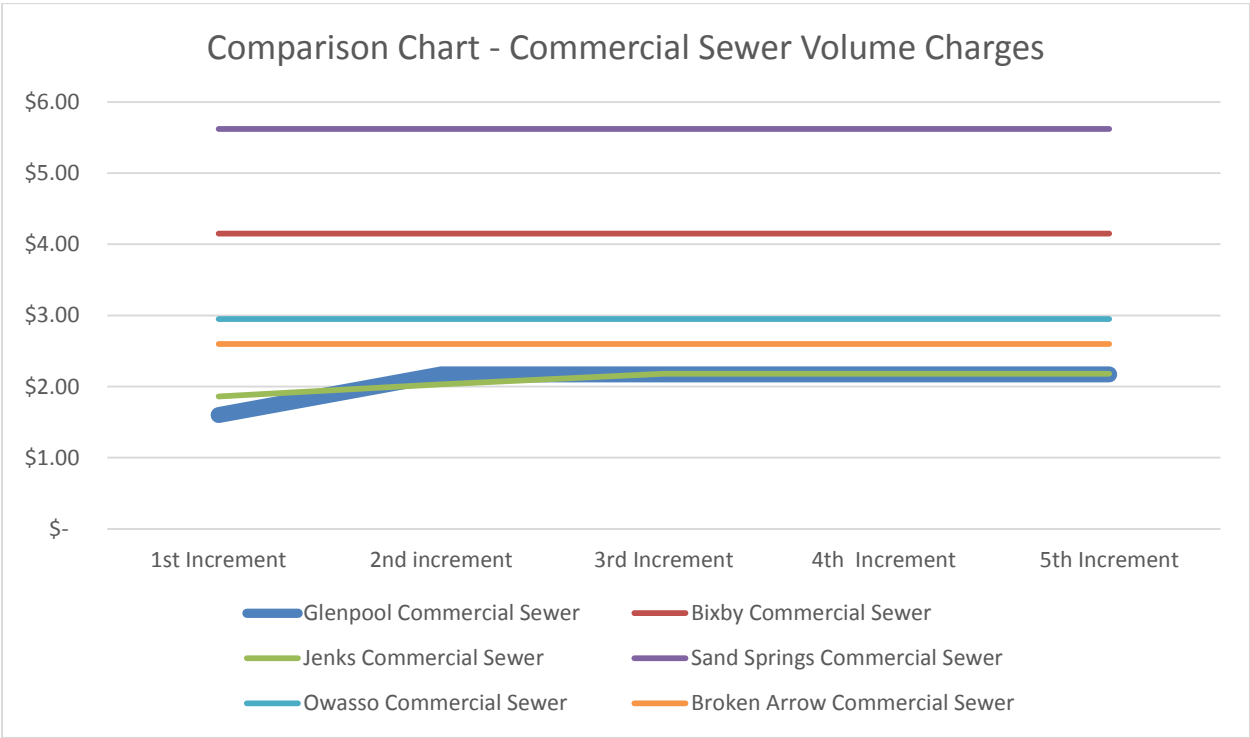
Uniform Rate Structure

Broken Arrow	Commercial			
Base Charge* (gallons 1,000 gallons)			\$ 7.50	
All		gallons	\$ 2.60	per thou.



Uniform Rate Structure

Sand Springs	Commercial			
Base Charge (Includes 1,000 gallons)			\$ 10.71	
All additional			\$ 5.62	per thou.



Methodology

GUSA's operations and financial statements contain at least some element of four basic functions: sanitation, storm water, water, and sewer.

GUSA has a contract with a sanitation vendor that provides curbside pick-up and disposal services. Neither GUSA nor the City of Glenpool own or operate a landfill or any transfer stations. It is very easy to identify costs for sanitation, as they are included in the contract. As such, it is relatively easy to eliminate both sanitation revenues and sanitation expenses from this rate study on the theory that sanitation charges are just enough to allow the city to break-even on sanitation operations, and can be adjusted easily to reflect any changes in contract costs. *Cart fees designed to provide additional revenue to GUSA for overhead costs are an exception. We include those revenues in our analysis under the theory that they are the mechanism through which sanitation covers at least some of its administrative costs borne by GUSA.*

Storm water is slightly more complicated. GUSA's financials show storm water fees as a revenue item, but most of the expenses related to storm water are included in the General Fund of the City. In order that GUSA's net operating revenues not be overstated, the storm water revenues shown in GUSA's financial statements are ignored for the purposes of this rate study.

When evaluating a utility system's rates and charges, it is important to the extent possible to be able to group revenues and expenses within each category of the utility's operations. When it comes to the delineation between water and sewer, however, sometimes the lines between those functions can become blurry, for very practical reasons. First, water and sewer are essentially linked functions of a water cycle continuum, from production and treatment and distribution of drinking water to collection, treatment, and discharge of wastewater. For most communities, sewer revenue and expenses are highly correlated with water revenues and expenses. The impracticality of metering sewer usage in the same manner we meter water usage leads to sewer bills in most communities in Oklahoma and around the United States being tied to water consumption. Furthermore, with respect to daily operations of a utility system that offers both water and sewer services, there are economies to be obtained from having cross-trained staff in the administrative function and having system operators and field employees who have skills relevant to both water and sewer operations. In fact, this relationship between water and sewer is quite evident in the existing contractual relationship between the City of Glenpool and its water and sewer operations vendor.

The way Glenpool has historically presented water and sewer operating expenses reflects the close relationship between water and sewer. While some expense items are very easy to identify and assign to either water or sewer (e.g. water purchase costs), other expenses are not quite as easy to allocate between the two, and some reasonable rule must be utilized. For example, the rule could be that water revenues are X% of the combined water and sewer total, so any hard-to-allocate expenses will be assumed to be "X%" water and "100% minus X%" sewer. Another way would be, absent any evidence to the contrary, assume 50%/50% split between water and sewer. However, these kinds of fast and easy methods can introduce circular reasoning fallacies and lead to mischaracterization of true operational costs within either water or sewer. We usually need to make use of these less-than-ideal methods, but need to be cognizant of the fact that they are not perfect.

For the purposes of this report, in allocating water and sewer revenues and expenses, we attempt to identify the simple parts first. Water purchases from the Tulsa Metropolitan Utility Authority are obviously water expenses. Furthermore, since the contract between TMUA and GUSA is a sole-source contract without a "take-or-pay" provision, the vast majority of that cost (other than the monthly meter charges) is a variable

cost rather than a fixed cost. So, in an ideal water rate structure, the TMUA water purchase costs passed along to the end user in Glenpool should be reflected in the water volume charges, and not the water base charge.

With respect to debt service payments, those are fixed costs and ideally should be reflected in either water or sewer base charges, with the allocation between water and sewer base charges predicated on how much of the debt was for water purposes, and how much was for sewer purposes. Most of GUSA's debt is related to neither water nor sewer, but since water and sewer are the dominant revenue sources, practical considerations require a fast and simple rule. We suggest that in situations where the debt was related to something other than water or sewer, the related debt service be allocated to water and sewer based on a 50%/50% split. The City could then elect, if it so desired, to reimburse GUSA from the General Fund for debt related to general city capital projects. Those reimbursements would be directed back to water and sewer based on the same percentage split used for allocation of non-water, non-sewer debt service.

With respect to the Operation and Maintenance Service Agreement between GUSA and Severn-Trent Environmental Services, Inc., from reviewing the terms of the contract and the cost experience with respect to operational service, maintenance, and supplies, it was determined that the costs related to the Operations and Maintenance Service Agreement would be allocated 40% to water, and 60% to sewer.

As mentioned above, in an ideal rate model, all fixed costs should be reflected in the base charges of the water and sewer rate structure, and all variable costs would be reflected in the volume charges for water and sewer. However, for reasons of public policy that is not always possible. Some communities want to modify rates to accomplish other policy objectives, such as reducing the economic burden on fixed-income or low-income households, or to make certain that the City's utility rates promote economic development in the City's municipal boundaries. MFSOK is certainly sensitive to these matters, and we will work with the City to support such efforts, but we usually start with something close to the ideal model, and make changes as needed. To the extent that the City is not relying too much on high water and sewer consumption patterns to provide the revenue to pay fixed costs (such as debt service and fixed price contracts), a reasonable "middle ground" can usually be found.

Future Capital Needs

In discussions with city staff, we inquired about future capital plans for both the water and sewer system.

For the water system, the only project on the planning horizon is for additional elevated water storage of at least 500,000 gallons. Preliminary cost estimates are around \$1.6 million. Funding for that project will come from some combination of Vision 2025 funds and remaining construction proceeds from the 2011 Bond issue.

For the sewer treatment facility, a sludge evaluation is ongoing. If sludge removal is necessary, land application is the most likely option.

In our cash flow projections, we have not assumed any future cash outlay or borrowing by the Authority to meet any capital needs beyond routine capital outlay items such as tools and relatively inexpensive equipment. In the event a major capital need arises, it is likely that additional rate increases will be necessary regardless of whether the City decides to pay for the capital spending from net operating revenues or from debt service related to a bond or note to fund the project cost.

Major Considerations in Making Water and Sewer Rate Recommendations

There are several factors that will affect future water and sewer utility rate requirements of GUSA. Some of the more important factors are listed below:

1. Water purchase costs from the City of Tulsa.

Based on news reports and official information from the City of Tulsa, it is almost certain that additional annual water rate increases are in the future. For our analysis, we assumed 8% annual growth in the price per thousand gallons that Glenpool pays to Tulsa for treated water.

2. Housing growth in Glenpool.

With a new 348-unit apartment complex nearing completion, additional water usage is almost certain. In our cash analysis, we assumed a conservative consumption profile for the new apartment complex when projecting additional revenues to GUSA from increased demand for water and sewer. That increase in water and sewer usage is then assumed throughout future years in projecting cash flows.

3. Sales tax growth.

Since the enormous increases in sales tax receipts that materialized in Fiscal Year 2009 (123.8% growth vs. FY 2008), sales tax growth has moderated significantly, with annual growth rates ranging from 0.51% to 6.66%. For purposes of our analysis, we assumed a very conservative annual growth rate in sales tax of 2%.

4. Changes in operations costs other than water purchase costs.

As we mention early in this report, operational costs rose 72% from Fiscal Year 2010 through Fiscal Year 2014. That increase has been a significant driver of the drop in Net Operating Revenues for GUSA. In our cash flow analysis we assume a decrease in operational costs of \$200,000 per year in our baseline projection, but we then grow operating expenses at 5% year, except for water purchase costs, which are assumed to rise 8% per year.

5. Regulatory actions.

The City currently has no Consent Orders with the Oklahoma Department of Environmental Quality, and none are currently anticipated. However, with evolving regulatory requirements, it is always possible that additional mandates could be imposed on the City requiring changes to operational procedures or perhaps additional capital spending.

6. Continued sales tax support for outstanding GUSA indebtedness.

The existing 1% sales tax (Ordinance 457) is critically important to GUSA. Since the sales tax expires twenty years before existing debt is scheduled to be paid off, we recommend strongly that the City endeavor to extend the sales tax at least to the maturity of the existing

debt. In the event that the sales tax is not extended, then it is very likely that significant additional increases (beyond those proposed in this report) will be necessary to ensure GUSA has the resources it needs to serve the needs of Glenpool's utility customers.

Utility Rate Model

MFSOK utilized the City's utility billing software to obtain reports that detailed water and sewer usage history. The data is organized and analyzed on a monthly basis in order to see seasonal usage flows and search for data anomalies. In order to project the effect of proposed changes to water and sewer rates on future GUSA revenues, we "backtest" our model by examining the ability of the model to take reported usage data for water and sewer and then predict the billed amounts each month on an aggregate basis. To the extent that our predicted billings match the amounts actually billed by the City, we are able to arrive at a level of confidence for our model to accurately forecast changes in water and sewer billings from specified changes in base and volume charges.

Reviewing billing trends shows that the fiscal year ending June 30, 2014 was the fourth in a string of consecutive years in which total water billing volatility was low and hovered at or near 300 million gallons.

In building our rate model, we used consumption data from Fiscal Year 2014, entered on a month-by-month basis. We then utilized existing water and sewer rates to compute aggregate revenues on a month-by-month basis. To the extent that the calculated monthly revenues match the actual monthly billings, we obtain confidence that the rate model will be able to forecast revenue changes based on changes to the water and sewer rate structure.

For residential and commercial water accounts, for the FY 2014 period, our model predicted 100.14% of actual billings. For residential and commercial sewer accounts, our model predicted 101.22% of actual billings. Monthly variations were very small around those annual aggregates. In short, we have a high degree of confidence in the ability of the rate model to predict the changes in water and sewer revenues from proposed changes in water and sewer rates.

Findings

1. The City's water rate structure for residential water customers has a relatively high base rate, compared to other surrounding communities, and relatively low volume charges compared to other surrounding communities. The relatively high base rate is understandable in light of GUSA's outstanding debt obligations.
2. The residential volume charges are calculated using a matrix of volume and prices that has apparently been revised over the years by applying a specified percentage change to each volume/price point. The result is that over time prices became inconsistent between various volume increments due to rounding. This was corrected with the changes made to the water price matrix in October 2014. This type of matrix pricing makes it difficult to enter rate changes in the utility billing software.
3. The residential volume charges have an up-down structure. The first 1,000 gallon is included in the base charge, which is very commonplace. The next 7,000 gallons are currently priced at \$4.99 per thousand, then the next 7,000 gallons are priced at \$5.15, and then the rate drops in three steps to \$4.64, \$4.30, and \$4.21.
4. Commercial water customers pay a higher base charge than residential water customers. However, the volume charges for commercial are much lower and uniform. The \$3.20 per thousand volume charge is not adequate given the marginal cost of water to GUSA.
5. The City has a policy of charging multifamily water and sewer accounts a base charge equal to what would be charged if each apartment was a stand-alone residence, but currently does not enforce the policy.
6. Neither residential nor commercial water volume charges are adequate given GUSA's operating deficits.
7. Residential and commercial sewer base charges are not adequate in light of fixed costs.
8. Residential and commercial sewer volume charges are not adequate given GUSA's operating deficits.
9. GUSA's annual debt service in FY 2016 will rise over \$535,000 compared to FY 2015. The debt service will remain at or near the FY 2016 level for many years thereafter.
10. GUSA is heavily reliant on sales tax to pay its existing debt obligations.
11. The scheduled expiration of the 1% sales tax (Ordinance 457) in March 2021 will very likely result in a return to large operating deficits for GUSA, barring some corrective action.
12. GUSA's cash reserves have been depleted by several years of operating losses and should be rebuilt.
13. We anticipate that **the City, after adjusting rates and charges to address the current needs of the system, will need to make subsequent annual increases in base and volume charges for water and sewer of approximately 4%.** Factors that could mitigate the need for future rate increases include better-than-anticipated growth in sales tax, or significant savings in operational costs beyond the \$200,000/year savings included in our analysis.
14. Long term growth trends for Glenpool are favorable and provide an environment in which GUSA can rebuild its cash position while providing vital utility services at a reasonable cost to its customers.

Recommended Action

Recommendations

In making recommendations about water and sewer utility rates about GUSA, we feel it is important to first determine the overall needs of the system in order to determine the financial gap.

Using a combination of FY 2015 budget revenue estimates and FY 2014 operating expense results from the audit, combined with future debt service needs, and the availability of 1% sales tax from Ordinance 457, we were able to establish the gap as follows:

Baseline to Determine Cash Needs	
Water Revenue	2,080,490
Sewer Revenue	781,545
Water Taps	114,946
Sewer Taps	22,000
Solid Waste Management Fees	16,000
Connect/transfer fees	44,250
Delinquent Fees	95,000
Miscellaneous Charges	19,035
Total Revenues	3,173,266
Operating Expenses	(2,955,023)
Net Operating Revenue	218,243
Interest Revenue	1,154
1% Sales Tax	1,517,328
Available for Debt Service	1,736,725
Debt Service (FY 2016 level)	(2,972,565)
Trustee Fees	(29,500)
Transfers back to General Fund	-
Retained for Operating/Capital Reserves	(200,000)
Amount to meet cash needs (gap)	(1,465,339)

Note that there is no transfer from GUSA back to the General Fund, but there is a retained amount of \$200,000 to enable GUSA to begin rebuilding its cash reserves for operations and ongoing capital needs.

Key Assumptions:

- Sales Tax Support of 1%
- \$0 annual transfer from GUSA to General Fund
- \$200,000/year for GUSA Operating/Capital Reserves

In order to meet this need for additional cash, we survey existing options and arrive at a recommendation summarized as follows:

<u>Action Required</u>	<u>\$ Change vs Baseline</u>	<u>% Change vs Baseline</u>
Retain \$1 per month cart fee adopted in December 2014	48,000	N/A
Increase water revenue with rate increase (Base and Volume Charges)	291,269	14.00%
Additional water revenue from new apartments (volume only)	127,196	N/A
Increase sewer revenue with rate increase (Base and Volume Charges)	461,112	59.00%
Additional sewer revenue from new apartments (volume only)	58,788	N/A
Additional Water Revenue from multifamily base charge enforcement	163,152	N/A
Additional Sewer Revenue from multifamily base charge enforcement	103,824	N/A
Increase water tap fees	11,495	10.00%
Increase sewer tap fees	2,200	10.00%
Achieve savings on operations expenses	200,000	N/A
Total	1,467,035	

With regard to the water rate increases mentioned above which result in an increase over baseline of \$291,269, the suggested water rate increase to accomplish that objective is listed below.

Suggested Water Rate Changes			
Current Rate Structure		Suggested Rate Structure	
<u>Residential</u>		<u>Residential</u>	
Base Rate (Includes first 1,000 gallons)	\$21.01	Base Rate (Includes first 1,000 gallons)	\$22.00
Water Service Charge	7.75	Each additional 1,000 gallons	\$6.20
Next 7,000 gallons	\$4.99	Includes \$0.25 per thousand for Tulsa increase in 2015	
Next 7,000 gallons	\$5.15		
Next 35,000 gallons	\$4.64		
Next 5,000 gallons	\$4.30		
All over 55,000 gallons	\$4.21		
<u>Commercial</u>		<u>Commercial</u>	
Base Rate (Includes first 1,000 gallons)	\$43.53	Base Rate (Includes first 1,000 gallons)	\$42.00
All additional gallons	\$3.20	All additional gallons	\$6.20

The water rate changes above, in addition to enhancing the revenue received by GUSA to meet its operational costs, debt obligations, and cash reserve needs, will also greatly simplify the rate structure and equalize volume charges between residential and commercial water customers. **The volume rate includes a recent upward adjustment of \$0.25 per thousand gallons to pass-on the Tulsa water increase recently announced for 2015.**

Effect on Residential and Commercial Water Bills

Water

Residential	Current Bill	Current Bill	Proposed Bill	Increase \$	Increase %
	Including \$7.75/mo fee				
<u>Monthly Volume</u>					
3,000 gallons	\$30.99	\$38.74	\$34.40	-\$4.34	-11.20%
5,000 gallons	\$40.97	\$48.72	\$46.80	-\$1.92	-3.94%
10,000 gallons	\$66.24	\$73.99	\$77.80	\$3.81	5.15%

Commercial	Current Bill	Current Bill	Proposed Bill	Increase \$	Increase %
	Including \$7.75/mo fee				
<u>Monthly Volume</u>					
5,000 gallons	\$49.93	\$57.68	\$66.80	\$9.12	15.81%
50,000 gallons	\$200.33	\$208.08	\$345.80	\$137.72	66.19%
100,000 gallons	\$360.33	\$368.08	\$655.80	\$287.72	78.17%

With regard to the sewer rate increases mentioned above which result in an increase over baseline of \$461,112, the suggested sewer rate increase to accomplish that objective is listed below.

Suggested Sewer Rate Changes

Current Sewer Rate Structure	
<u>Residential</u>	Current
Base Rate (Includes first 1,000 gallons)	\$8.97
Next 10,000 gallons	\$1.60
All additional 1,000 gallons	\$2.17
<u>Commercial</u>	
Base Rate	\$8.97
Next 10,000 gallons	\$1.60
All additional 1,000 gallons	\$2.17

Proposed Sewer Rate Structure	
<u>Residential</u>	Proposed
Base Rate (Includes first 1,000 gallon)	\$14.00
All additional 1,000 gallons	\$2.75
<u>Commercial</u>	
Base Rate	\$14.00
All additional 1,000 gallons	\$2.75

Effect on Residential and Commercial Sewer Bills

Sewer				
Residential	Current Bill	Proposed Bill	Increase \$	Increase %
<u>Monthly Volume</u>				
3,000 gallons	\$12.17	\$19.50	\$7.33	60.23%
5,000 gallons	\$15.37	\$25.00	\$9.63	62.65%
10,000 gallons	\$23.37	\$38.75	\$15.38	65.81%

Commercial	Current Bill	Proposed Bill	Increase \$	Increase %
<u>Monthly Volume</u>				
5,000 gallons	\$15.37	\$25.00	\$9.63	62.65%
50,000 gallons	\$109.60	\$148.75	\$39.15	35.72%
100,000 gallons	\$218.10	\$286.25	\$68.15	31.25%

Effect on Residential and Commercial Combined Water and Sewer Bills

Combined Water and Sewer					
Residential	Current Bill	Current Bill	Proposed Bill	Increase \$	Increase %
	Including \$7.75/mo fee				
<u>Monthly Volume</u>					
3,000 gallons	\$43.16	\$50.91	\$53.90	\$2.99	5.87%
5,000 gallons	\$56.34	\$64.09	\$71.80	\$7.71	12.03%
10,000 gallons	\$89.61	\$97.36	\$116.55	\$19.19	19.71%

Commercial	Current Bill	Current Bill	Proposed Bill	Increase \$	Increase %
	Including \$7.75/mo fee				
<u>Monthly Volume</u>					
5,000 gallons	\$65.30	\$73.05	\$91.80	\$18.75	25.67%
50,000 gallons	\$309.93	\$317.68	\$494.55	\$176.87	55.68%
100,000 gallons	\$578.43	\$586.18	\$942.05	\$355.87	60.71%

Comparisons

The tables below show the effect of the water and sewer rate adjustments, on a separate and a combined basis, along with comparisons to other nearby communities, based on selected monthly usage levels. **Unlike the draft presented May 28, 2015 the comparisons below do reflect the additional \$0.25 water volume charge due to Tulsa's recently announced 7% water rate increase, effective October 2015.**

Comparative Water Cost Tables

INCLUDES GLENPOOL'S \$0.25 ADJUSTMENT FOR TULSA'S OCTOBER 2015 WATER RATE INCREASE

DOES NOT INCLUDE ANY ADJUSTMENTS MADE BY OTHER TULSA WATER PURCHASERS

Residential Water

Monthly Charge

Ranked by 3,000 gallon/mo. Charge

Gallons		
3,000	5,000	10,000

Glenpool- Current (including \$7.75/mo fee)	\$38.74	\$48.72	\$73.99
Glenpool - Proposed	\$34.40	\$46.80	\$77.80
Glenpool-Current (not including \$7.75/mo fee)	\$30.99	\$40.97	\$66.24
Bixby	\$26.60	\$39.54	\$71.89
Jenks	\$23.42	\$33.78	\$59.78
Sapulpa	\$22.51	\$33.17	\$59.82
Owasso	\$21.59	\$31.73	\$57.33
Sand Springs	\$21.48	\$32.40	\$59.70
Broken Arrow	\$18.62	\$25.90	\$44.10

Commercial Water

Monthly Charge

Ranked by 50,000 gallon/mo. Charge

Gallons		
50,000	100,000	

Glenpool - Proposed	\$345.80	\$655.80
Bixby	\$330.69	\$654.19
Sand Springs	\$321.78	\$646.78
Jenks	\$292.71	\$593.71
Sapulpa	\$277.03	\$543.53
Owasso	\$265.23	\$525.73
Glenpool- Current (including \$7.75/mo fee)	\$208.08	\$368.08
Glenpool-Current (not including \$7.75/mo fee)	\$200.33	\$360.33
Broken Arrow	\$189.70	\$371.70

Comparative Sewer Cost Tables

Residential Sewer

Monthly Charge

Ranked by 3,000 gallon/mo. Charge

Gallons		
3,000	5,000	10,000

Sapulpa	\$23.13	\$27.87	\$39.72
Glenpool - Proposed	\$19.50	\$25.00	\$38.75
Sand Springs	\$21.95	\$33.19	\$61.29
Bixby	\$16.65	\$24.55	\$44.30
Owasso	\$12.87	\$18.77	\$33.52
Broken Arrow	\$12.26	\$19.40	\$31.30
Glenpool-Current	\$12.17	\$15.37	\$23.37
Jenks	\$9.45	\$13.17	\$22.47

Commercial Sewer

Monthly Charge

Ranked by 50,000 gallon/mo. Charge

Gallons		
50,000	100,000	

Sand Springs	\$286.09	\$567.09
Bixby	\$212.10	\$419.60
Sapulpa	\$152.90	\$271.40
Owasso	\$151.52	\$299.02
Glenpool - Proposed	\$148.75	\$286.25
Broken Arrow	\$137.50	\$267.50
Glenpool-Current	\$109.60	\$218.10
Jenks	\$107.08	\$216.08

Comparative Water and Sewer Cost Tables

INCLUDES GLENPOOL'S \$0.25 ADJUSTMENT FOR TULSA'S OCTOBER 2015 WATER RATE INCREASE

DOES NOT INCLUDE ANY ADJUSTMENTS MADE BY OTHER TULSA WATER PURCHASERS

Residential Water and Sewer

Monthly Charge

Ranked by 3,000 gallon/mo. Charge

Gallons		
3,000	5,000	10,000

Glenpool - Proposed	\$53.90	\$71.80	\$116.55
Glenpool- Current (including \$7.75/mo fee)	\$50.91	\$64.09	\$97.36
Sapulpa	\$45.64	\$61.04	\$99.54
Sand Springs	\$43.43	\$65.59	\$120.99
Bixby	\$43.25	\$64.09	\$116.19
Glenpool-Current (not including \$7.75/mo fee)	\$43.16	\$56.34	\$89.61
Owasso	\$34.46	\$50.50	\$90.85
Jenks	\$32.87	\$46.95	\$82.25
Broken Arrow	\$30.88	\$45.30	\$75.40

Commercial Water and Sewer

Monthly Charge

Ranked by 50,000 gallon/mo. Charge

Gallons		
50,000	100,000	

Sand Springs	\$607.87	\$1,213.87
Bixby	\$542.79	\$1,073.79
Glenpool - Proposed	\$494.55	\$942.05
Sapulpa	\$429.93	\$814.93
Owasso	\$416.75	\$824.75
Jenks	\$399.79	\$809.79
Broken Arrow	\$327.20	\$639.20
Glenpool- Current (including \$7.75/mo fee)	\$317.68	\$586.18
Glenpool-Current (not including \$7.75/mo fee)	\$309.93	\$578.43

Summary of Recommendations

	Recommendation
Water Rates	Change Residential Base Charge from \$21.01/mo. (\$28.76/mo. including recently enacted service charges) to \$22.00/mo. \$7.75/mo. service charge goes away. Change Commercial Base Charge from \$43.53/mo. to \$42.00/mo. Change volume charge for both residential and commercial customers to a uniform \$6.20 per thousand gallons, rather than the existing range of volume charges (\$4.21 - \$5.15) for residential and the current \$3.20 per thousand gallons for commercial.
Sewer Rates	Change residential and commercial base charge from \$8.97/mo. to \$14.00/mo. Change residential and commercial volume charge to uniform \$2.75 per thousand gallons, rather than the existing range of volume charges (\$1.60 - \$2.17)
Future Water and Sewer Annual Rate Adjustments	Estimated at 4% to both water and sewer, both base and volume charges. Will need to be re-evaluated based on sales tax growth, cost of water from Tulsa, and other factors.
1% Sales Tax Support	Yes
Additional Sales Tax Support	No
Operational Savings	\$200,000/year
Enforce Multifamily Meter Base Charge Policy	Yes
Water Tap Fees	Increase 10%
Sewer Tap Fees	Increase 10%
Retain \$1 per month cart fee	Yes
Transfer from GUSA to General Fund	\$0/year
GUSA annual reserves for Operations/Capital	\$200,000/year

Historical Sales Tax Data

City of Glenpool
Historical Sales Tax Data

Rate	Fiscal Year Ending June 30:										
	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
July	155,288.17	145,924.06	130,552.05	153,167.16	157,395.38	507,312.88	447,636.86	459,711.17	471,996.49	533,627.10	502,873.76
August	143,657.77	140,790.07	132,117.76	157,851.97	174,372.64	400,395.51	432,894.97	439,174.95	457,751.46	469,142.74	546,488.01
September	134,989.05	129,171.36	134,699.69	179,656.28	183,656.96	422,047.67	484,233.82	423,121.23	453,913.37	535,424.78	505,438.82
October	140,097.25	161,435.48	143,825.96	168,943.01	205,405.52	394,747.00	399,977.42	447,422.55	469,367.53	497,997.55	499,756.28
November	151,695.17	137,265.32	139,642.05	153,043.26	172,299.34	369,370.23	361,455.08	383,376.38	434,598.34	448,207.97	486,565.16
December	133,688.07	132,375.52	126,563.87	173,851.43	174,499.49	395,266.03	407,728.06	408,675.25	429,962.35	469,870.93	463,873.61
January	139,950.15	124,207.72	133,230.13	134,598.01	180,965.03	437,860.98	401,329.54	458,798.90	476,652.46	526,371.23	550,451.37
February	129,509.51	120,473.21	140,254.67	143,732.14	184,761.30	461,277.98	539,573.18	493,196.47	505,676.61	534,995.88	561,693.67
March	130,697.04	128,919.91	145,335.27	140,620.02	193,049.75	391,466.15	422,029.33	430,622.33	454,476.15	453,997.47	472,839.78
April	119,422.47	133,618.53	138,129.15	139,797.56	189,777.43	352,575.85	386,764.89	391,350.57	429,488.20	452,941.15	471,626.33
May	153,123.23	142,058.90	156,102.50	157,913.85	206,152.96	417,771.54	446,232.11	439,432.00	471,059.16	490,901.74	491,189.79
June	155,595.68	128,327.09	146,494.04	125,793.64	182,892.65	385,312.25	452,463.23	433,915.40	500,898.95	478,814.13	516,514.77
Total	1,687,713.56	1,624,567.17	1,666,947.14	1,828,968.33	2,205,228.45	4,935,404.07	5,182,318.49	5,208,797.20	5,555,841.07	5,892,292.67	6,069,311.35
1% Collected	421,928.39	406,141.79	416,736.79	457,242.08	551,307.11	1,233,851.02	1,295,579.62	1,302,199.30	1,388,960.27	1,473,073.17	1,517,327.84
% Change		-3.74%	2.61%	9.72%	20.57%	123.80%	5.00%	0.51%	6.66%	6.06%	3.00%

First 6 months of FY 2015 are 6.25% higher than the same period last year

2.00% Ordinance 40 Ordinance adopted 2/18/1972 General Fund
 1.00% Ordinance 176 " 1982 Sales Tax" began 10/1/1982 - no termination date, Pay debt svc on GO Bonds, then goes to GF
1.00% Ordinance 457 4/1/2001 to 3/31/2021 Broad Capital Improvements
 4.00%

Historical Operating Performance

Glenpool Utility Services Authority
Statement of Revenues, Expenses, and Changes in Net Assets

		Fiscal Year Ending June 30:								
		2006	2007	2008	2009	2010	2011	2012	2013	2014
Revenues										
Water Revenue		1,454,231	1,604,673	1,708,170	1,587,600	2,026,944	1,864,124	1,644,317	1,851,348	1,962,274
Sewer Revenue		664,587	695,228	690,712	707,296	661,916	714,891	742,816	748,524	747,534
Water Taps		84,837	100,873	149,232	113,053	108,903	52,253	62,175	80,005	113,100
Sewer Taps		18,568	21,838	34,775	26,525	25,198	10,800	13,600	16,969	19,500
Connect/transfer fees		7,215	6,660	6,910	7,130	37,925	41,375	6,421	6,809	45,472
Delinquent Fees		15,384		46,351	88,878	73,409	79,539	85,113	92,408	95,312
Miscellaneous Charges		53,748	217,604	11,268	50,114	24,421	7,694	17,839	13,490	16,056
Return on fees		7,712	4,247	23,564	23,082	23,838	3,092	3,060		
Total Revenues		2,306,282	2,651,123	2,670,982	2,603,678	2,982,554	2,773,768	2,575,341	2,809,553	2,999,248
Operations Expense										
General and Administrative		111,801	106,645	115,788		80,000	101,379	49,308		
Water and Sewer Treatment		1,298,026	1,451,107	1,748,632	1,999,550	1,721,235	2,885,472	3,443,570	3,334,696	3,100,974
Total Operations Expense		1,409,827	1,557,752	1,864,420	1,999,550	1,801,235	2,986,851	3,492,878	3,334,696	3,100,974
Net Operating Revenues										
		896,455	1,093,371	806,562	604,128	1,181,319	(213,083)	(917,537)	(525,143)	(101,726)

CITY COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA

RESOLUTION NO. 15-06-01

A RESOLUTION OF THE CITY OF GLENPOOL, OKLAHOMA, DECLARING ITS SUPPORT AND APPROVAL OF THE CITY'S APPLICATION FOR VISION 2025 PROPOSITION 3 FUNDING FROM TULSA COUNTY, IN THE AMOUNT OF NINE HUNDRED SEVENTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-TWO DOLLARS (\$978,762.00) FOR THE DESIGN AND CONSTRUCTION OF TWO REGULATION SIZE COMPETITIVE SOCCER FIELDS ON PROPERTY BELONGING TO TULSA COUNTY, AND TO BE LEASED TO THE CITY OF GLENPOOL, AT 13800 S. PEORIA, GLENPOOL, OKLAHOMA FOR THE PURPOSE OF PROVIDING ADDITIONAL RECREATIONAL AND FITNESS OPPORTUNITIES FOR RESIDENTS OF THE CITY OF GLENPOOL AND BEYOND

WHEREAS, on September 9, 2003, the City of Glenpool and Tulsa County voters approved Vision 2025 "Proposition 3" funding for capital improvements providing community enrichment;and

WHEREAS, additional Proposition 3 Vision 2025 funds are now available in the amount of nine hundred seventy-eight thousand seven hundred sixty-two dollars (\$978,762.00) for capital funding of the City of Glenpool's proposed recreational and competitive regulation size soccer fields to be located on property belonging to Tulsa County and to be leased by the City of Glenpool at 13800 S. Peoria, Glenpool, Oklahoma.

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

- § 1. *The City Council of the City of Glenpool declares its support and approval of the City's application for Vision 2025 Proposition 3 Funding from Tulsa County, in the amount of nine hundred seventy-eight thousand seven hundred sixty two dollars (\$978,762.00) for capital funding of the City of Glenpool's proposed recreational and competitive regulation size soccer fields to be located on property belonging to Tulsa County and to be leased by the City of Glenpool at 13800 S. Peoria, Glenpool, Oklahoma.*

ADOPTED and APPROVED by the City of Glenpool City Council on this 15th day of June 2015.

Timothy Lee Fox, Mayor

ATTEST:

Susan White, City Clerk

APPROVED:

Lowell Peterson, City Attorney

Vision2025

Foresight 4 Greater Tulsa

PROPOSAL APPLICATION

Project Sponsor: City of Glenpool, OK

Type of Entity: Municipal Government

Brief Project Description:

Construction of Regulation Size Competitive Soccer Fields to be constructed on property at the South County Recreation Center, 13800 S. Peoria, Glenpool, Oklahoma. The property belongs to Tulsa County and will be leased to the City of Glenpool for a term of 50 years.

Project elements include:

- Engineering/Surveying & Architectural Design Fees
- Site Clearing & Disposal
- Excavation and Compacted Fill
- Temporary and Permanent Erosion Control
- Irrigation System
- Perimeter Chain Link Fencing
- Ball Field Lighting & Electrical Service
- Concession & Restroom Facility
- Water Mainline Extension
- Sanitary Sewer Service
- Bleachers
- Sidewalks & Pathways
- Goals, Nets & Related Equipment

Total Project Cost is expected to be \$998,607.00. The City is requesting \$978,762.00 in Proposition 3 (Educational, Health Care and Events Facilities for the purpose of promoting economic development) funding. The City will supplement Vision 2025 funding with \$19,845 of available bond funds for this Project.

Include confirmation that the entity supports or approves to move the Project forward:

The City Council of the City of Glenpool confirmed Project support by Resolution adopted June 15, 2015. **See attached.**

Cost Estimate: \$998,607.00

Proposed Schedule:

Project is scheduled to start in July 2015; Construction Engineer has estimated a time line of 120 days for: easement transfers as needed; geotechnical exploration and evaluation; completion of design and construction documents for site improvements; required construction permitting; and the bid process to contract with builder.

The construction time is anticipated to be 120 days (to be negotiated more definitively with the contractor).

Project Location:

Property belonging to Tulsa County, part of which is currently utilized as South County Recreation Center at 13800 S. Peoria, Glenpool, Oklahoma.

See Exhibit A for legal description

See Exhibit C for aerial view

Indicate where the Project Sponsor believes the proposed Project fits within the three active Vision 2025 Propositions for which funding remains:

- ☐ Proposition 2: Capital improvements for the purpose of promoting Economic Development within Tulsa County, Oklahoma.
- ☒ Proposition 3: Educational, Health Care and Event Facilities for the purpose of Economic Development within Tulsa County, Oklahoma.
- ☐ Proposition 4: Capital improvements for the purpose of Community Enrichment within Tulsa County, Oklahoma.

Does this proposed Project further enhance a previously completed Vision 2025 Project:

No.

If so, how?

N/A

What is the primary goal of the proposed Project?

The South County Recreation Center currently offers a variety of classes in physical fitness for all age groups; a full size gymnasium; continuing education courses; summer activities for children and adults; conference room space, and a full size swimming pool. These activities bring in revenue to the County and generate support for local businesses, resulting in sales tax dollars being enhanced. It is anticipated that the Glenpool Soccer Fields will greatly augment the facility's programs, will be enthusiastically supported and will result in collateral economic development driven by soccer tournaments being held at that location.

Describe any matching funds that will be part of this Project:

The estimated Project Cost is \$998,607. The City of Glenpool's allocated portion of Proposition 3 Vision2025 Excess Sales Tax funds, pursuant to the Resolution adopted by the Trustees of the Tulsa County Vision Authority on

November 5, 2014, is \$978,762. The City will provide the balance of the Project Cost from existing bond funds.

Are these funds committed?

Yes

Sustainability – Vision 2025 funds may be utilized only for capital items. Are there funds available, other than Vision 2025 funds, for maintenance and operations?

Yes.

If so, what is the source of those funds?

The Glenpool Utility Services Authority Fund derives revenues from utility fees and is utilized to construct and maintain capital infrastructure. In addition, the playing fields are expected to be self-supporting to a substantial degree, through fees for regular play and tournament events.

What is the intended public benefit of the proposed Project?

This Project will provide additional recreational opportunities that will bring players and observers from the regional area. Glenpool currently has no adequate playing area for soccer and citizen response indicates this is a much desired improvement for the City.

Is there any additional information about the proposed Project you would like to provide?

N/A

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY DESIGNATED FOR SOCCER FIELD SITE

Soccer Field Property @ South County Recreational Facility

A tract of land described as being a part of the Southeast One Quarter (SE/4) of Section Twelve (12), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof. Said tract being more particularly described as follows: to wit,

Commencing at a Point, said point being the Northeast Corner of said SE/4: thence S 00° 06' 52"E along the Easterly line of said SE/4 a distance of 922.66 feet to a point; thence continuing S 00° 06' 52" E along the Easterly line of said SE/4 a distance of 660.00 feet to a point; thence S 89° 34' 38" W a distance of 460.00 feet to **The Point of Beginning**; thence N 00° 06' 52" W a distance of 355.00 feet to a point; thence N 89° 34' 38" E a distance of 60.00 feet to a point, thence N 00° 06' 52" W a distance of 305.00 feet to a point; thence S 89° 34' 38" W a distance of 590.00 feet to a point; thence S 00° 06' 52" E a distance of 660.00 feet to a point; thence N 89° 34' 38" E a distance of 530.00 feet to The Point of Beginning. Said described tract containing 369,600 square feet or 8.48 acres more-or-less.

EXHIBIT “B”

AERIAL VIEW OF SOCCER FIELD SITE

[May be subject to minimal change depending on topography and infrastructure configuration.]

(SEE ATTACHED)



Oklahoma Employer Application

FOR GROUP COVERAGE (51-100 ELIGIBLE EMPLOYEES)

Life, Accidental Death & Personal Loss, Disability, Aetna Open Access MC Plans, Aetna Choice Plan PPO, Aetna Savings Plus Plan and Aetna Indemnity Plans are underwritten by Aetna Life Insurance Company. Aetna HMO Plans are underwritten by Aetna Health Inc. Dental plans are provided or administered by Aetna Life Insurance Company.

Company Name (Legal Name) City of Glenpool		DBA/Doing Business As (if applicable)	
Street Address (PO Box not acceptable) 12205 S. Yukon Ave.		City Glenpool	State OK
Billing Address (if different than above)		City	State ZIP
Phone Number (918) 209-4644		Fax Number (918) 209-4641	
Are there additional addresses/locations for this business? ☐ Yes ☒ No If "Yes," provide details.			
Company Contact – Name and Title Debbie Pengelly HR Director		Company Contact E-mail Address dpengelly@cityofglenpool.com	
Billing Contact Name (if different from Company Contact) Go green – online statements available. Activate access to your eBusiness account at www.aetna.com/employersregister upon receipt of your approval letter. Debbie Pengelly HR Director		Billing Contact E-mail Address dpengelly@cityofglenpool.com	
Enrollment Contact Name (if different from Company Contact) Debbie Pengelly		Enrollment Contact E-mail Address dpengelly@cityofglenpool.com	
SIC Code 9111	Nature of Business City Government	Federal Tax ID Number 23-7196935	Date Business Established (Mo/Yr):
Employer Classification ☒ Corporation ☐ Non-Profit ☐ Partnership ☐ Sole Proprietor ☐ LLC ☐ LLP ☐ Other: _____			

Effective Date of Group Plan Actual effective date will be assigned by the Aetna underwriting department if the application is approved.

Requested effective date (may be the 1st or the 15th of the month only). 07/01/2015

Medical Coverage Selection

☒ Aetna HMO Plan: OKHMO 3000 / 100% and OKHMO 500 / 80

☒ Aetna Open Access MC Plan: OKOMAC 500 / 80

☐ Aetna PPO Plan: _____

☐ Aetna Indemnity Plan: _____

☐ Aetna Savings Plus Plan: _____

Does this group have a flex plan under Section 125 of the Internal Revenue Service Code? ☒ Yes ☐ No

Do you, or any third party on your behalf, in any way fund or subsidize any portion of the member's cost sharing responsibilities (deductibles, coinsurance or copays) under a high deductible health plan (HSA or HRA)?

☐ Yes ☒ No If "Yes," how much? _____ %

Other Coverage Selection

☐ Aetna Dental® Plans – Plan: NA ☐ Packaged Dental/Life/Disability

Voluntary Dental ☐ Yes ☒ No Plan: NA

Life and Accidental Death & Personal Loss Coverage Selection

Contact your Aetna Sales Executive.

Please keep a copy of this application for your records. If the application is accepted by Aetna, it becomes part of the issued Group Agreement and/or Group Policy.

Employer Contribution(s)

Employer Contribution for Employee	Medical <u>100%</u>	Dental <u>0</u>
Employer Contribution for Dependent	Medical <u>0</u>	Dental <u>0</u>

Business Eligibility

Is your company a subsidiary of another company, an affiliate of another company, or under common control with another company? If "Yes," complete the Common Ownership Form.	☐ Yes ☒ No
Does your company file state or federal taxes with another company(ies) on a combined or consolidated basis? If "Yes," complete the Common Ownership Form.	☐ Yes ☒ No
Are multiple companies or multiple addresses to be included under this plan?	☐ Yes ☒ No
Is your company a branch of another company, or does your company have branch offices? If "Yes," complete the Branch questions of the Common Ownership form.	☐ Yes ☒ No
Has your business been insured with Aetna? If "Yes," provide group number. _____	☐ Yes ☒ No
Are you currently a client company of a Professional Employer Organization (PEO)? If "Yes," complete the PEO form.	☐ Yes ☒ No

Employer Eligibility/Employee Status

Work Location (list by state)	Number of Employees						Other (e.g., temporary, substitute, seasonal)
	Full-time	Part-time	Retired	COBRA	1099	Union	
Oklahoma	37	20	1	0	0	29	0
TOTAL	37	20	1	0	0	29	0
Of the total number of eligible employees indicated above, how many are:							
- currently in the waiting period and not eligible?							0
- currently waiving medical coverage?							4
Number of hours per week to be eligible for coverage <u>30</u>				Are part time employees to be covered? ☐ Yes ☒ No			
Excluded Classes: ☒ None ☐ Union – Local # _____				Domestic Partners: ☐ Same Sex ☐ Opposite Sex			

Medicare Primary versus Secondary

Is your group Medicare Primary (employed less than 20 employees for 20 consecutive weeks in the current or prior year) or Aetna Primary (employed 20 or more employees for 20 consecutive weeks in the current or prior year)? <i>Include: Full-time, Part-time, Seasonal, Temporary, Union, Owners, Partners, Officers</i> <i>Exclude: Self-employed persons, Independent contractors (1099), Directors</i>	☐ Medicare Primary ☒ Aetna Primary
How many full-time and part-time employees have you employed for at least 20 or more weeks during the current or prior calendar year?	87
100 or More Employees – Disabled Provision: How many full-time and part-time employees did you employ on 50% or more of your business days during the prior calendar year?	

COBRA/TEFRA/DEFRA

Is your employer group required to comply with COBRA regulation?			☒ Yes ☐ No
Are any present or former employees/dependents currently on or eligible to elect COBRA? If "Yes," enter information below. Attach a separate sheet, if necessary.			☒ Yes ☐ No
Name of Applicant	Qualifying Event (e.g., termination of employment, divorce, etc.)	Date of Qualifying Event	Date COBRA Coverage Terminates
JOE ROBINSON	TERMINATION OF EMPLOYMENT	05/01/2015	11/30/2016

Affordable Care Act (ACA) Medical Loss Ratio Requirement

What is the average number of employees you employed for the entire previous calendar year regardless of whether or not they were eligible for coverage? An employee is defined as any person for whom the company issues a W-2, including full time, part-time, and seasonal workers, and regardless of insurance eligibility.	87
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Benefit Waiting Period

Eligibility date for enrollment will be the first day of the policy month following the waiting period, except 90 days exact. Policy month refers to the contract effective date of the 1st or 15th.	
Waive the waiting period for present employees enrolling with the group (even those who have not met the full waiting period)?	☒ Yes ☐ No
Waiting Period for future employees: ☒ First day of policy month following: ☐ 0 Days ☒ 30 Days ☐ 60 Days ☐ Exactly 90 Days following Date of Hire If "0 days" is selected and the employee is hired on the 1 st of the month, the effective date will be the date of hire. If "Exactly 90 days" is selected, the enrollment eligibility date will begin 90 calendar days following the date of hire.	
Is a dual waiting period offered? If "Yes," provide the two classes of employees below: ☐ Yes ☒ No	
Class 1 Name: _____	Class 1 Waiting Period: _____
Class 2 Name: _____	Class 2 Waiting Period: _____

Prior Carrier Information

If the Aetna plan is replacing an existing medical and/or dental plan, be sure to submit a copy of the most recent bill with employee roster. For dental, also include the benefit summary.

Is this plan total replacement of any existing group plans?		Carrier Name	Phone Number	Start Date	End Date
Current Medical Carrier	☒ Yes ☐ No	UNITED HEALTHCARE	877-842-3210	07/01/2014	06/30/2015
Current Dental Carrier	☐ Yes ☒ No				
Current Dental Coverage, check all that apply: ☐ Major Services ☐ Orthodontia – Ortho Max \$ _____ ☐ Discount Dental					
Has your business ever been insured with Aetna? If "Yes," provide group number: _____ ☐ Yes ☒ No					
Number of carriers within the past 5 years: <u>2</u>					

Signature Section

The Applicant agrees that at no time shall any employee be permitted or required to contribute for non-contributory coverage; or, unless the change is approved in writing by an authorized representative of Aetna, to make contributions for contributory coverage at a rate higher than the initial contribution rate applicable for the employee's then current coverage. It is agreed that no coverage shall become effective as to any person who is not then a bona fide, full-time employee, regularly performing the duties of his or her occupation, unless otherwise specifically provided in the plan documents (which consist of the Group Policy and/or Group Agreement). All statements herein shall be deemed representations and not warranties.

The Applicant acknowledges that it has selected this plan based upon written information provided by Aetna and that no broker, agent, or consultant is authorized to modify the terms of the offer or to agree to changes. All material terms of plan coverage are set forth in the plan documents. Applicant agrees to make payroll and other records directly related to employee's coverage under the Group Agreement or Group Policy available to Aetna for inspection, at Aetna's expense, at Applicant's office, during regular business hours, upon reasonable advance request. This provision shall survive termination of the Group Agreement or Group Policy.

Information on agent's compensation is available from your agent or at Aetna.com.

Applicant has selected, in accordance with applicable state law, the plan to be offered to Applicant's employees and Applicant has solely determined any/all health plan options for the Applicant's employees and the contribution amounts.

In accordance with current IRS regulations and the 1986 Tax Reform Act, a life insurance position schedule may be deemed discriminatory and result in imputed income tax to certain employees and possibly an excise tax to employers. Employers should consult with legal counsel prior to electing a position schedule. Aetna disclaims any responsibility if the employer elects such a position schedule and it is later deemed discriminatory.

The plan documents will determine the contractual provisions, including procedures, exclusions, and limitations relating to the plan and will govern in the event they conflict with any benefits comparison, summary or other description of the plan. Any direct conflict between this form and the plan documents will be resolved according to the terms which are most favorable to the member and are in compliance with Oklahoma law.

Participating physicians, hospitals and other health care providers are independent contractors and are neither agents nor employees of Aetna.

Applicant agrees to deliver, or otherwise make available to enrollees, all Aetna paper or online member documents and other plan-related materials upon request by Aetna.

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages.

All data that may have a bearing on coverage or premiums will be open for Aetna to inspect while the Group Agreement or Group Policy is in force.

The availability of a plan or program may vary by geographic service area. Some benefits are subject to limitations or maximums.

Aetna does not provide health or dental care services and, therefore, cannot guarantee any results or outcome.

I hereby apply for the coverage(s) indicated above. I certify that all information provided in this application is accurate and complete.

I understand that this application will form a part of the Group Agreement or Group Policy issued by Aetna (a sample of which may be available on request), and by my signature below I agree to be bound by the terms and conditions of that Group Agreement or Group Policy. I understand that Aetna may choose not to accept this application, subject to any state requirements.

continued on next page

Signature Section (Continued)

I understand that Aetna will rely on the information I provide in determining eligibility for coverage, setting premium rates, compliance with applicable laws, and other purposes, and that any material misrepresentation, fraudulent statement or omission of information regarding my health may result in rescission of the group policy, termination of coverage, increase in premiums, or other consequences. Aetna reserves the right to audit and to request documentation as evidence of business activity at any time and from time to time in order to validate my compliance with eligibility and underwriting guidelines as well as validate the applicability of State and Federal laws. I understand that my failure to comply with any such request may also result in termination of coverage, increase in premiums, or other consequences.

JOINDER AGREEMENT - REQUEST FOR PARTICIPATION (For life, disability, accidental death and personal loss, out-of-state medical and out-of-state dental employee benefits): The undersigned employer agrees to the establishment of an insurance trust fund ("Fund") for the purposes of implementing a Trust Agreement ("Agreement"), and to the designation of the Chase Manhattan Bank Delaware, Wilmington, DE, as "Trustee" for the Fund and Agreement. The undersigned, as a Participating Employer in the Industry Trust corresponding to the standard industry classification ("SIC") code selected above: 1) agrees to be bound by the terms of the Agreement and the policy issued to the Trustee (including any amendments); 2) requests coverage for its eligible employees under the policy (subject to applicable underwriting requirements) as of the effective date requested or as of the date of approval of the Employer for participation under the Agreement, whichever is later, and continue as long as the Employer remains actively in business; and 3) agrees to make the required contributions to the Fund; in the event of default, it will be liable to the insurer for such unpaid contributions for the coverage period, and such insurer will terminate coverage. The insurer may also terminate coverage as of the date the group fails to meet minimum underwriting requirements in effect on that date. In addition, the Participating Employer, in accordance with ERISA Title I Section 503, designates Aetna Life Insurance Company ("Aetna") as the Named Fiduciary under the Plan, with complete and discretionary authority to review all denied claims for benefits under the Plan, and to construe disputed/doubtful Plan terms. Aetna shall be deemed to have properly exercised such authority unless it has abused its discretion by acting arbitrarily and capriciously.

ELECTRONIC ENROLLMENT, BILLING/PAYMENT AND ACCESS AGREEMENT

Enrollment: As part of your participation date, the following terms and conditions apply:

1. You agree to keep copies (paper or electronic) of actual enrollment forms and agree to maintain a reasonably complete record of enrollment and eligibility information (via electronic, interactive voice response technology and/or hard copy format), including evidence of coverage elections, evidence of eligibility, changes to such elections and terminations. Records must be available to Aetna upon request and retained for seven years.
2. For electronic enrollment submissions or changes you agree to create and maintain the records on secure information systems that can generate hard copy records of enrollments or changes entered or maintained on those information systems. Any hard copy records generated pursuant to this provision shall meet reasonable standards of availability, authenticity, non-repudiation and integrity.
3. You represent that all enrollment and eligibility information presented to Aetna is accurate and timely updated. You acknowledge that Aetna can and will rely on such enrollment and eligibility information in determining whether an individual is eligible for benefits under the plan. In the event of a discrepancy between enrollee information (including salary data) submitted and information actually presented by the enrollee on any particular claim for benefits, and the result is that Aetna must pay a higher benefit to reflect the actual information presented by the enrollee, you agree to pay promptly to Aetna applicable back premiums accruing as of the date on which the enrollee's information changed.
4. Insured plans must either (1) use Aetna-supplied forms in paper format or electronic format or (2) agree to incorporate the following four points into your enrollment materials.
 - a. Names(s) of the Aetna company offering the insurance coverage
 - b. State-specific fraud warning statement
 - c. A statement that the terms of the insurance documents will govern the member's rights and responsibilities
 - d. An acknowledgment that participating providers are not agents or employees of Aetna and that network composition can change.
5. You are responsible for adhering to both state and federal laws and regulations when submitting terminations to Aetna.
6. If otherwise permitted, when retro-terminations are submitted, we will regard the submission as verification that no premium/contribution was paid by the member/dependent for that period.

Billing/Payment: You agree to receive your bill online each month. Any contractual provisions related to non-payment of premium continue to be applicable. I/we understand and agree to the terms set forth in this Agreement. By signing below, I represent that I am authorized to sign this Agreement.

Access: Plan sponsor agrees that each employee will agree to terms associated with the issuance and use of his/her password and system access. An individual's password may be used only by that individual to access the system and may not be shared for any reason. Each individual is personally responsible for the information entered into the system. If an individual to whom a password has been issued becomes aware of a security breach (an incident in which there occurs attempted or unauthorized access, use, disclosure, modification, or destruction of information or interface with system operations), they agree to contact Aetna.

Employer Acknowledgment – Employer Waiting Period

Starting with plan years on or after 1/1/2014, the Affordable Care Act and subsequent federal regulations prohibit group health plans and health insurance issuers from requiring any otherwise eligible plan participants and beneficiaries (employees and dependents) to wait more than ninety (90) days before their health coverage is effective. The regulations define group health plan as the employer or plan administrator. The issuer is defined as the insurance company. Since the requirement applies to both the group health plan and the issuer, each party's obligation is satisfied if the ninety (90) day waiting period is honored. However, if neither party complies, both are subject to penalty.

The Employer Group Policyholder ("Employer") represents that it provides to Aetna, effective date information regarding plan participants and beneficiaries that takes into account the eligibility conditions and waiting period requirements required under federal law, in order for such plan participants and beneficiaries to become eligible for coverage under the Employer's group health insurance coverage with Aetna. In compliance with the waiting period requirements, Aetna shall use the effective date information provided by Employer to enroll such plan participants and beneficiaries in the Employer's group health insurance coverage. In the event this information changes, the Employer shall inform Aetna immediately.

continued on next page

Signature Section (Continued)**SUMMARY OF BENEFITS - PLEASE READ AND CHECK BELOW TO CONFIRM:**

- ☒ In accordance with my contract with Aetna to distribute information related to enrollment/coverage information, I have received the Summary of Benefits and Coverage document associated with the plan information referenced in this application. I confirm I will provide SBCs to plan participants and beneficiaries in compliance with the federal regulation and guidance related to SBCs, including the requirements for timing and delivery.

Signed at City, State GLENPOOL, OK	Applicant (Company Name) CITY OF GLENPOOL
Authorized Applicant Signature	Official Title CITY MANAGER
Print Name of Authorized Applicant ROGER G KOLMAN	Date

Agent/Broker Certification

I hereby certify that I am not aware of any information not disclosed in this application by the client which may have bearing on this risk, or all products being applied for including life insurance, if applicable. I hereby certify that I am licensed and appointed to sell Aetna products in the state of Oklahoma. I hereby certify that I have advised the client not to terminate any existing coverage until receiving written notice from Aetna that the coverage being applied for by this application is accepted.

Agent/Broker Name:

SSN:	National Producer Number:
Agency Name:	TIN:
Pay Commissions To (check one): ☐ Broker ☐ Agency	Phone: () Fax: ()
Address:	City: State: ZIP:
Signature: Date:	E-mail Address: % of Credit:
Broker Admin Assistant Name:	Broker Admin Assistant E-mail Address:

Agent/Broker Name:

SSN:	National Producer Number:
Agency Name:	TIN:
Pay Commissions To (check one): ☐ Broker ☐ Agency	Phone: () Fax: ()
Address:	City: State: ZIP:
Signature: Date:	E-mail Address: % of Credit:
Broker Admin Assistant Name:	Broker Admin Assistant E-mail Address:

General Agent Name:

TIN:	
Selling Agent Name:	E-mail Address:
Phone: ()	Fax: ()
Address:	City: State: ZIP:
GA Admin Assistant Name:	GA Admin Assistant E-mail Address:

SERVICE FEE AGREEMENT FOR ENHANCED EMERGENCY NUMBER (E-911) SERVICE

THIS Agreement for Enhanced Emergency Number (E-911) Service ("Agreement") is made and entered into as of this ____ day of _____, 2015, by and between Cox Oklahoma Telcom, L.L.C., d/b/a Cox Communications ("COMPANY"), a Delaware corporation, having its principal place of business at 6301 Waterford Blvd., Ste. 200, Oklahoma City, OK 73118, and the City of Glenpool, a municipal corporation, having its principal place of business at 12205 S. Yukon Ave., Glenpool, OK 74033 ("City").

WHEREAS, COMPANY is a Telecommunications Service Provider as defined by Oklahoma Administrative Code 165:55, providing telecommunications services in the State of Oklahoma, and in the City of Glenpool.

WHEREAS, pursuant to its obligation to provide telecommunications services to its subscribers within its certified service areas, COMPANY has built a telecommunications system in the City of Glenpool.

WHEREAS, the City desires to have COMPANY, in conjunction with AT&T, provide Enhanced Emergency Number (E-911) Service, which shall include but not be limited to, the development of a Master Street Address Guide (MSAG), selective routing, Automatic Location Identification (ALI) and the Automatic Number Identification (ANI) services.

WHEREAS, COMPANY is willing to furnish, install, and maintain said features, subject to the terms and conditions set forth, as well as those contained in its approved tariff.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. This Agreement is entered into between COMPANY and the City for provision of facilities by COMPANY to the City for the City's use in its efforts to receive reports of emergencies from the public in the City's designated service areas.
2. As authorized by the Nine-One-One Emergency Number Act, 63 O.S. Supp. 1996, Sections 2814 and 2815, and City of Glenpool Ordinance Number 355 as amended, COMPANY shall:
 - a. Collect from service users and remit to the City a fee of five percent (5%) of the tariffed rate for local exchange access lines,
 - b. Retain two percent (2%) of the total amount collected as an administrative fee,
 - c. Apply the first monies received from service users to satisfy the emergency number charge, with any remaining funds to be credited for telephone charges, and

- d. Forward the net proceeds to the City, "ATTN: City Treasurer" on or before the last day of each month, pursuant to Section 2815 of the Emergency Number Act.
3. Service is provided solely for the use and benefit of the City and the provision of such service shall not be interpreted or construed as creating any obligation of COMPANY toward, or any right of action on behalf of any third party or other legal entity.
4. The City will be responsible for implementation of ongoing administration of all E-911 data management associated with its E-911 Service.
5. COMPANY shall subscribe to the use of the AT&T Master Street Address Guide (MSAG) as documented in the Interconnect Agreement between the two companies.
6. MSAG updates will be processed by COMPANY as quickly as reasonably possible and shall submit record entries and updates to the AT&T Data Base Management System as documented in the Interconnect Agreement between the two companies.
7. The parties hereto further agree that, in the absence of any delay occasioned by events or factors, which are beyond the control of COMPANY, the in-service date for the services covered by this Agreement shall be July 1, 2015. The contract term shall be from date of execution through the end of the City's current fiscal year, June 30, 2016; and that parties upon mutual agreement may renew this Agreement at the end of the contract term for successive one-year periods.
8. No additions, modifications, or removals of features will be made by COMPANY except as authorized by written amendment to this Agreement, signed by both parties.
9. COMPANY will provide maintenance for the company's facilities to the City's Public Safety Answering Point at no additional cost on a two (2) hour response time, twenty-four (24) hours-a-day. COMPANY will provide the City a contact and escalation list for this purpose.
10. Neither party shall be held responsible for any delay or failure in performance under this Agreement to the extent that such delay or failure is caused by circumstances beyond the control of such party, including without limitation, fire, flood, explosion, war, acts or omissions of carriers and other similar conditions ("Force Majeure Condition"). If a Force Majeure Condition occurs, the party whose performance is affected shall notify the other party and shall resume performance as soon as reasonably possible.
11. In the course of implementing and administering the E-911 Services, COMPANY may provide the City certain confidential numbers and

proprietary information, including nonpublished telephone numbers. The City agrees to keep such information confidential and to refrain from disseminating such information except to employees and agents of the City who, during the course of their employment, need to have access to such data for the purpose of implementing and administering E-911 Services. When such information is no longer needed for that purpose, the City will return such information to COMPANY at COMPANY's reasonable request.

12. The failure of either party to enforce any of its provisions of this Agreement, or a waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.
13. The City and COMPANY agree to comply with all applicable Federal, State and local laws, regulations, and codes in the performance of this Agreement.
14. All notices or other communications changes hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, postage paid and addressed as follows:

To the City:
City of Glenpool
Attn: City Manager
P.O. Box 70
12205 S. Yukon Ave.
Glenpool, OK 74033

To COMPANY:
Cox Oklahoma Telcom, L.L.C.,
d/b/a Cox Communications
Attn: Shelly Lindsay or Donnice Robinson
6301 Waterford Blvd., Ste. 200
Oklahoma City, OK 73118

The address to which notices may be given or made by either party may be changed by written notice given by such party to the other pursuant to this paragraph.

15. The terms of this Agreement, and each of them, cannot be waived, altered or amended unless the same be consented to in writing by the parties hereto.
16. This Agreement contains the entire Agreement of the parties with respect to the service described herein, and no other Agreement, statement, or promises made by any party, or to any employee, officer, or agent of either party, which is not contained in the Agreement shall be binding or valid.

17. COMPANY further agrees that there will be no additional charges incurred by the City upon the execution of this Agreement.

18. COMPANY and the City shall each have the right to cancel this Agreement in the event of the other party's violation of any of the terms and conditions hereof upon ninety (90) days written notice of cancellation and failure by the other party to cure such violation.

IN WITNESS WHEREOF, said parties have caused this Agreement to be executed in their behalf as of the date indicated below.

THE CITY OF GLENPOOL

BY: _____
(Signature)

(Name)

(Title)

(Date)

Approved as to form:

(Name)

(Title)

Cox Oklahoma Telcom, L.L.C.
d/b/a Cox Communications

BY: _____
(Signature)

Percy Kirk
(Name)

Senior Vice President & General Manager
(Title)

(Date)

(Attest)

(Title)

Cox Oklahoma Telcom, L.L.C., d/b/a Cox Communications
E911 Escalation List

Toll free validation number

1-888-826-9662

Central Office Technician

Cox Communications NOC

1-888-826-9662

Available 24 X 7

Central Office Manager

Bill Berry

Office – 405-600-6848

Cell – 405-520-1300

Operations Manager

Shelly Lindsay

Office – 405-600-6397

Cell – 405-409-7264

GLENPOOL LIFT STATION PROJECT

**CAPITAL IMPROVEMENTS
AGREEMENT**

between

**BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY, OKLAHOMA**

and

CITY OF GLENPOOL, OKLAHOMA

Dated _____, 2015

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CAPITAL IMPROVEMENTS AGREEMENT

This CAPITAL IMPROVEMENTS AGREEMENT (the "Agreement") made and entered into this ____ day of _____, 2015, between the BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA (the "Board") and the CITY OF GLENPOOL, OKLAHOMA, a municipal corporation (the "Contracting Party").

RECITALS

A. On July 7, 2003, the Board adopted a Resolution (the "Resolution") calling for a special election to levy and collect a sales tax to provide revenue to fund capital improvements for the purpose of promoting economic development within Tulsa County, Oklahoma.

B. On September 9, 2003, the duly qualified electors of Tulsa County, Oklahoma, did approve the levy and collection of such sales tax for the purposes set forth above.

C. The Resolution provides that if the Board determines the projects listed within the Resolution will be completed with existing and projected funds and that excess funds generated from such sales tax (the "Excess Sales Tax") will be available for additional projects, such Excess Sales Tax may be expended for capital improvements for community enrichment, and the Board, within its meeting on October 27, 2014, made such determination.

D. Pursuant to and in accordance with the terms of the Resolution, Tulsa County Vision Authority, an Oklahoma public trust (the "Vision Authority") was created for the purpose, among others, to determine which additional projects shall be funded with the Excess Sales Tax.

E. On May 6, 2015, the Vision Authority, pursuant to the Resolution, adopted a resolution (the "Vision Authority Resolution"), wherein it approved the funding from Excess Sales Tax of One Hundred Seventy-nine Thousand Two Hundred Four and no/100ths DOLLARS (\$179,204.00) for the construction of capital improvements described within Exhibit "A" attached hereto (the "Improvements") on real property described within Exhibit "B" attached hereto (the "Land"). (The Improvements and the Land being hereinafter collectively referred to as the "Project").

F. The Contracting Party has requested the Board to make, pursuant to the Resolution and the Vision Authority Resolution, disbursements of Excess Sales Tax to the Contracting Party for certain costs to acquire, design and construct the Project (the "Advances").

In consideration of the foregoing and of the mutual covenants, conditions, and promises set forth herein and other good and valuable considerations, the receipt, sufficiency and validity of which are hereby acknowledged, the parties hereto agree to the following terms and conditions.

AGREEMENT

1. DEFINITIONS. The following terms for all purposes of this Agreement have the following meanings. Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine and feminine gender.

1.1. “Advance” shall mean any Construction Advances or Non-Construction Advances.

1.2. “Application and Certificate for Payment” means an application for payment in the form of American Institute of Architects Document G702, Application and Certificate for Payment, and American Institute of Architects Document G703, Continuation Sheets, showing by trade the cost of work on the Project and the cost of materials incorporated into the Improvements or stored on the Land, all to be stated in the Application and Certificate for Payment, which Application and Certificate for Payment shall be signed by the Contracting Party, the appropriate Contractor under the Construction Contracts and the Architect, Engineer or Project Manager and shall show the percentage of completion of each construction line item on the Approved Budget.

1.3. “Approved Budget” means a budget or cost schedule prepared by the Contracting Party in form and content satisfactory to the Board and specifying: (i) that portion, if any, of the cost of the Project to be paid by the Contracting Party with funds other than proceeds of the Excess Sales Tax, and (ii) the cost by item of all Costs of Construction in accordance with the Plans and all Government Requirements and estimating the dates on which the Contracting Party contemplates requiring Advances from the Board hereunder, as amended from time to time by the Contracting Party with the consent of the Board.

1.4. “Architect” means the architect(s) who execute the Architect/Engineer Agreement.

1.5. “Architect/Engineer Agreement” means the agreement between the Contracting Party and the Architect or Engineer regarding the Improvements.

1.6. “Authorization and Certificate of Program Manager” means the Authorization and Certificate of Program Manager signed by the Program Manager in the form and content set forth on Exhibit “C” hereto.

1.7. “Authorization and Certificate of Project Manager” means the Authorization and Certificate of Project Manager signed by the Architect, Engineer or Project Manager, as determined by the Board, in the form and content set forth on Exhibit “D” hereto.

1.8. “Bidding Documents” means the bid notices, instruction to bidders, plans and specifications, bidding forms, bidding instructions, general conditions, special conditions and

all other written instruments prepared by or on behalf of the Contracting Party for use for prospective bidders on public construction contracts regarding the Improvements.

1.9. “Builder’s Risk Insurance” means extended coverage insurance against loss or damage by fire, lightning, wind storm, hail, explosion, riot, vandalism, malicious mischief, riot attending a strike, civil commotion, aircraft, vehicles, smoke and other risks from time to time included under “extended coverage” policies, in an amount equal to 100% of the full replacement value of the Improvements.

1.10. “Certificate of Completion” means certificates satisfactory to the Board signed by the Contracting Party and the Architect, Engineer or Project Manager certifying that the construction, equipping and furnishing of the Improvements have been completed in accordance with the Plans and setting forth the date of such completion.

1.11. “Change Orders” mean changes or modifications to any Construction Contract or any other contract with labor or material suppliers.

1.12. “Completion Date” means the date of completion of the acquisition, construction, equipping and furnishing of the Project, as that date shall be certified to the Board by the Contracting Party within the Certificate of Completion.

1.13 “Construction Advance” means any Advance for Costs of Construction which are properly payable to appropriate Contractors pursuant to the Construction Contracts.

1.14. “Construction Advance Request” means a written request from the Contracting Party to the Board specifying the requested Construction Advance amount and the disbursement date and making certifications to the Board, all as more specifically set forth in the Construction Advance Request form, a copy of which is attached hereto as Exhibit “E.”

1.15. “Construction Contracts” means the agreements between the Contracting Party and the Contractors providing for the construction, equipping and furnishing of the Project.

1.16. “Construction Schedule” means a schedule of the construction, equipping and furnishing of the Improvements from the commencement date of construction to the Completion Date, in form and content satisfactory to the Board, as amended from time to time by the Contracting Party with consent of the Board.

1.17. “Contracting Party” means the City of Glenpool, Oklahoma.

1.18. “Contractors” means the contractors who execute Construction Contracts.

1.19. “Cost of Construction” means all costs of designing, acquiring, constructing, equipping and furnishing the Project, including, but not limited to, the cost of land or any interest in land, obligations incurred for labor and materials and to architects, project managers, contractors, builders and materialmen; the restoration or relocation of property

damaged or destroyed in connection with the construction; and the cost of machinery, equipment or supplies purchased by the Contracting Party for inclusion as part of the Project.

1.20. “County” means Tulsa County, Oklahoma.

1.21. “Depository” means BOKF, NA dba Bank of Oklahoma, Tulsa, Oklahoma, a national banking association, organized and existing under the laws of the United States of America, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

1.22. “Engineer” means the engineer(s) who execute the Architect/Engineer Agreement.

1.23. “Excess Sales Tax” has the meaning set forth within Paragraph C of the Recitals hereof.

1.24. “Governmental Approvals” means authorizations required by Governmental Authorities for the construction and operation of the Improvements contemplated by the Plans, including, without limitation, a copy of the building permit and zoning clearance issued by the city which has jurisdiction over the contemplated project.

1.25. “Governmental Authority” means the United States, the state, the County, the city or any other political subdivision in which the Land is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the Contracting Party or all or any portion of the Land.

1.26. “Government Requirements” means all laws, orders, decrees, ordinances, rules and regulations of any Governmental Authority.

1.27. “Improvements” means the Improvements described within Exhibit “A” attached hereto.

1.28. “Land” has the meaning set forth in Paragraph E of the Recitals hereof.

1.29. “Maximum Amount of Advances” means \$179,204.00.

1.30. “Non-Construction Advance Request” means a written request from the Contracting Party to the Board specifying the requested Non-Construction Advance amount and the disbursement date and making certain certifications to the Board, all as more specifically set forth in the Non-Construction Advance Request form, a copy of which is attached hereto as Exhibit “F.”

1.31. “Non-Construction Advance” means any Advance for the payment of Costs of Construction other than the costs and fees which are properly payable to the appropriate Contractors pursuant to the Construction Contracts.

1.32. “Opinion of Contracting Party’s Counsel” means an opinion from the Contracting Party’s counsel addressed to the Board, which opinion shall be in form and content satisfactory to the Board and shall include, but not be limited to, the following (i) the Contracting Party has the authority and capacity to enter into this Agreement; (ii) this Agreement is a legal, valid and binding obligation against the Contracting Party, fully enforceable in accordance with its terms under applicable laws, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency or other similar laws affecting the enforcement of creditors’ rights generally and by general principles of equity; (iii) the Costs of Construction may be lawfully funded with the Excess Sales Tax; (iv) there are, to the Contracting Party’s counsel’s knowledge, no actions or proceedings pending or threatened in any court or governmental department or agency which would affect the validity of this Agreement or any of the instruments, documents or agreements delivered by the Contracting Party under the terms of this Agreement; (v) the Contracting Party has obtained all federal, state and local governmental approvals, licenses and permits necessary as of the date of the opinion to comply with any and all Governmental Requirements relating to the Land, the construction of the Improvements thereon and the occupancy thereof; (vi) such delivery and compliance by the Contracting Party with the terms of this Agreement do not, to the Contracting Party’s counsel’s best knowledge, conflict with or violate any agreement to which the Contracting Party is a party or is bound; and (vii) the Contracting Party is a duly organized and validly existing municipal corporation under the laws of the State of Oklahoma.

1.33. “Payment and Performance Bonds” means separate performance and labor and material payment bonds with respect to the Construction Contracts and in the full amount of Construction Contracts.

1.34. “Plans” means all detailed plans and specifications for the construction of the Improvements prepared by the Architect or Engineer, as amended from time to time by the Contracting Party with consent of the Board.

1.35. “Program Manager” means Program Management Group, L.L.C.

1.36. “Project” means the Improvements and the Land.

1.37. “Project Manager” means the project manager or construction manager who executes the Project Manager Agreement.

1.38. “Project Manager Agreement” means the agreement between the Contracting Party and the Project Manager regarding the Improvements.

1.39. “Resolution” means the Resolution of the Board described within Paragraph A of the Recitals hereof.

1.40. “Termination Event” shall mean the occurrence of any of the following:

1.40.1. Breach of Covenants. Failure by the Contracting Party in the punctual performance or observation of any covenant or agreement on its part in this Agreement, and such default shall have continued for a period of thirty (30) days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the Contracting Party by the Board.

1.40.2. Representations and Warranties. Any representation, statement, certificate, schedule or report made or furnished to the Board by the Contracting Party proves to be false or materially misleading at the time of the making thereof; or any warranty ceases to be complied with in any material respect, and Contracting Party fails to take or cause to be taken corrective measures satisfactory to the Board within thirty (30) business days after receipt of written notice from the Board relating to the particular Termination Event.

1.40.3. Insolvency. The Contracting Party shall (i) apply for or consent to the appointment of a receiver, trustee or a liquidator of the Contracting Party or its properties; (ii) admit in writing the inability to pay its debts as they mature; (iii) make a general assignment for the benefit of creditors; (iv) commence any proceeding relating to the bankruptcy, reorganization, liquidation, receivership, conservatorship, insolvency, readjustment of debt, dissolution or liquidation of the Contracting Party; or (v) becomes insolvent.

1.41. “Vision Authority” means Tulsa Vision Authority, an Oklahoma public trust.

1.42. “Vision Authority Resolution” has the meaning set forth within paragraph E of the Recitals hereof.

2. OBLIGATION OF BOARD TO MAKE ADVANCES. The Board shall cause its Depository to make Advances for the use and benefit of the Contracting Party for a portion of the costs of the design, acquisition, construction, equipping and furnishing of the Improvements described within Exhibit “A” hereto, subject to and in accordance with the terms and provisions of this Agreement; provided, however, the total amount of Advances shall not exceed the Maximum Amount of Advances. In the event the Contracting Party expends funds other than Advances hereunder in the acquisition, construction, equipping and furnishing of the Project, such expenditures shall not reduce the Contracting Party Amount or the aggregate amount of Advances available to the Contracting Party hereunder.

3. CONDITIONS PRECEDENT TO THE BOARD’S OBLIGATION TO MAKE THE INITIAL ADVANCE. It is expressly agreed that the Board shall not be obligated to make the initial Advance hereunder until the following conditions have been satisfied, unless waived by the Board at its sole discretion. In the event the Board elects to waive any requirements or conditions contemplated herein with regard to the initial Advance, such waiver shall not preclude the Board from thereafter requiring full and complete performance of all terms, conditions and requirements with regard to any subsequent Advance.

3.1. The Board has received the following documents:

- 3.1.1. Approved Budget;
- 3.1.2. Written detailed description of the Project;
- 3.1.3. Construction Schedule;
- 3.1.4. Opinion of Contracting Party's Counsel;
- 3.1.5. Copy of Project Manager Agreement, if any;

3.1.6. Copies of all other then-existing agreements executed by the Contracting Party in connection with the acquisition, construction, equipping and furnishing of the Project;

3.1.7. Such other documents, certificates and instruments in connection with the Project, in form and substance satisfactory to the Board or its Program Manager as the Board or its Program Manager may reasonably request.

3.2. The representations and warranties set forth within Section 7 hereof shall be true and correct on and as of the date of the initial Advance with the effect as if made on such date.

3.3. No Termination Event exists under this Agreement.

4. CONDITIONS PRECEDENT TO BOARD'S OBLIGATION TO MAKE CONSTRUCTION ADVANCES. It is expressly agreed that the Board's obligation to make any Construction Advance shall be subject to satisfaction of the following conditions, unless waived by the Board at its sole discretion. In the event the Board elects to waive any requirements or conditions contemplated herein with regard to any such Construction Advance, such waiver shall not preclude the Board from thereafter requiring full and complete performance of all terms, conditions and requirements with regard to any subsequent Advance.

4.1 All conditions for all previous Advances must be satisfied or expressly waived in writing by the Board as of the date of the pending Construction Advance.

4.2 The Board has received the following documents:

- 4.2.1. Copy of Architect/Engineer Agreement, if any;
- 4.2.2. Plans;
- 4.2.3. Copy of all Construction Contracts;
- 4.2.4. Copy of all Governmental Approvals;

4.2.5. All amendments to documents previously delivered to the Board by the Contracting Party hereunder; and

4.2.6. Copy of all insurance policies required by Section 11 hereof or certificates that such insurance is in full force and effect;

4.2.7 Copy of Payment and Performance Bonds;

4.2.8. Copy of all Bidding Documents;

4.2.9. Copies of all then-existing agreements executed by the Contracting Party in connection with the acquisition, construction, equipping and furnishing of the Project, not previously submitted to the Board;

4.2.10. Such other documents, certificates and instruments in connection with the Project, in form and substance satisfactory to the Board or its Program Manager as the Board or its Program Manager may reasonably request.

4.3. The Construction Advance complies and is in accordance with the Approved Budget.

4.4 The representations and warranties set forth within Section 7 hereof shall be true and correct on and as of the date of the pending Construction Advance with the effect as if made on such date.

4.5 No Termination Event exists under this Agreement.

5. CONDITIONS PRECEDENT TO BOARD'S OBLIGATION TO MAKE NON-CONSTRUCTION ADVANCES. It is expressly agreed that the Board's obligation to make any Non-Construction Advance shall be subject to satisfaction of the following conditions, unless waived by the Board at its sole discretion. In the event the Board elects to waive any requirements or conditions contemplated herein with regard to any such Non-Construction Advance, such waiver shall not preclude the Board from thereafter requiring full and complete performance of all terms, conditions and requirements with regard to any subsequent Advance.

5.1. All conditions for all previous Advances must be satisfied or expressly waived in writing by the Board as of the date of the pending Non-Construction Advance.

5.2. The Board has received the following documents.

5.2.1. All amendments to documents previously delivered to the Board by the Contracting Party hereunder; and

5.2.2. Such other documents, certificates and instruments in connection with the Project, in form and substance satisfactory to the Board or its Program Manager as the Board or its Program Manager may reasonably request.

5.3. The Non-Construction Advance complies and is in accordance with the Approved Budget.

5.4. The representations and warranties set forth within Section 7 hereof shall be true and correct on and as of the date of the pending Non-Construction Advance with the effect as if made on such date.

5.5. No Termination Event exists under this Agreement.

6. DISBURSEMENT PROCEDURE. Subject to compliance by the Contracting Party with all the terms, provisions and conditions of this Agreement, including, but not limited to, the conditions precedent set forth within Sections 3, 4 and 5 hereof, the Board will cause its Depository to disburse sums to the Contracting Party, or to the appropriate payee, for the purpose of paying Costs of Construction items specified in the Approved Budget, in accordance with the following procedures:

6.1. Request for Construction Advance. Not less than fifteen (15) business days before the date on which the Contracting Party desires a Construction Advance, but not more frequently than monthly, the Contracting Party shall submit to the Board a Construction Advance Request, which shall be accompanied by the following:

6.1.1. Application and Certificate for Payment dated as of the date of the Request for Advance;

6.1.2. Billing statements, vouchers and invoices, in form and content satisfactory to the Board, with regard to items that are the subject of the Construction Advance Request;

6.1.3. If the Construction Advance is for the purpose of reimbursing the Contracting Party for Costs of Construction previously paid by the Contracting Party, evidence satisfactory to the Board of such prior payment;

6.1.4. If requested by the Board, appropriate waivers of lien rights, in form and content satisfactory to the Board and its legal counsel, executed and acknowledged by all Contractors, sub-contractors, laborers and materialmen who have furnished labor or materials relating to the Improvements;

6.1.5. Authorization and Certification of Project Manager.

6.2. Request for Non-Construction Advance. Not less than fifteen (15) business days before the date on which the Contracting Party desires a Non-Construction Advance, but not more frequently than monthly, the Contracting Party shall submit to the Board a Non-Construction Advance Request, which shall be accompanied by the following:

6.2.1. Billing statements, vouchers and invoices, in form and content satisfactory to the Board, with regard to items that are subject of the Non-Construction Advance Request;

6.2.2. If the Non-Construction Advance is for the purpose of reimbursing the Contracting Party for Costs of Construction previously paid by the Contracting Party, evidence satisfactory to the Board of such prior payment.

6.3. Board's Inspection. If, for any reason, the Board or its Program Manager deems it necessary to cause the Project to be examined by the Program Manager prior to making any Advance, it shall have a reasonable time within which to do so. The Board and its Program Manager shall have the right, upon reasonable prior notice, to enter the Project at all reasonable times for the purpose of examining and inspecting the Project. The Board and its Program Manager shall also have the right at all reasonable times to examine the books and records of the Contracting Party regarding the Project.

6.4. Disbursements. Upon receipt by the Board of the items required by Sections 3, 4, 5, 6.1 and 6.2 hereof, or as soon thereafter as all conditions precedent to the requested Advance have been satisfactorily met, including delivery to the Board of an Authorization and Certificate of Program Manager, the Board shall cause its Depository to disburse to the Contracting Party, or to the appropriate payee, for Costs of Construction the amount of the requested Advance.

6.5. Maximum Amount of Advances. The total amount of all Advances under this Agreement shall not exceed the Maximum Amount of Advances.

6.6. Date after which Advances Cease. Notwithstanding anything herein to the contrary, the Board shall have no duty to make or cause the making of Advances hereunder to the Contracting Party after June 1, 2016.

6.7. Advances Solely from Excess Sales Tax. All Advances hereunder shall be made by the Board solely from Excess Sales Tax proceeds.

6.8. Advances Subject to Annual Appropriation. It is hereby acknowledged that under applicable Oklahoma law, the Board may not become obligated beyond its fiscal year (July 1 through June 30), and therefore, the covenants made herein by the Board shall be on a year-to-year basis. The Board's obligation to make Advances is subject to the availability of funds and annual appropriations thereof by the Board.

6.9. Subordination of Obligation to Make Advances. The Board's obligation to make Advances is fully subordinate to the Board's obligation to make payments of the sales tax proceeds pursuant to projects agreements between the Board and the Tulsa County Industrial Authority securing the payment of bonds issued by such Authority.

6.10. Construction Retainage. An amount equal to five percent (5%) of the Maximum Amount of Advances shall be retained by the Board. Such Retainage shall be disbursed upon completion of the construction, equipping and furnishing of the Improvements, provided:

6.10.1. A Construction Advance Request shall have been submitted to the Board with respect to such retainage;

6.10.2. A Certificate of Completion shall have been submitted to the Board, accompanied by a certificate of occupancy for the Improvements and such other written evidence reasonably required by the Board of the approval of the municipality where the Improvements are located, reflecting that the Improvements in their entirety are available for permanent occupancy;

6.10.3 The written consent of the sureties named within the Payment and Performance Bonds shall have been submitted to the Board.

6.10.4. The Board has received appropriate waivers of lien rights, in form and content satisfactory to the Board and its legal counsel, executed and acknowledged by all Contractors, sub-contractors, laborers and materialmen who have furnished labor or materials relating to the Improvements;

6.10.5. The Contracting Party has complied with all the terms, provisions and conditions of this Agreement; including, but not limited to the conditions precedent and procedures set forth within Sections 3, 4, 5 and 6 hereof;

6.10.6. The representations and warranties set forth within Sections 5, 7 and 8 hereof shall be true and correct on the date of disbursement of such retainage; and

6.10.7. No Termination Event exists under the Agreement.

7. REPRESENTATIONS AND WARRANTIES OF CONTRACTING PARTY. The Contracting Party represents and warrants to, and covenants with the Board as follows:

7.1. Existence and Qualification. The Contracting Party is an Oklahoma municipality, validly existing and in good standing under the laws of the State of Oklahoma, and the Contracting Party has all requisite power and authority to own, operate and lease its properties and to carry on its business as presently conducted.

7.2. Authority, Approval and Enforceability. The Contracting Party has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement has been duly executed and delivered on behalf of the Contracting Party and constitutes the legal, valid and binding obligation of the Contracting Party.

7.3. No Violations. Based upon a reasonable investigation, there exist no violations of any statutes, rules, orders, ordinances, regulations or requirements of any Governmental Authorities with respect to the Land, and the anticipated use thereof complies with all applicable statutes, rules, ordinances, regulations or requirements (including, without limitation, zoning, environmental, ecological, landmark and all other applicable categories) affecting the Land.

7.4. Disclosure. The representations and warranties made to the Board by the Contracting Party contain no untrue statements of material facts, and the Contracting Party has not intentionally omitted to disclose any material fact.

7.5. Continuing Nature of Representations. Each of the representations and warranties set forth herein will be true on the date of each Advance hereunder, and the acceptance of any Advance hereunder by the Contracting Party shall be deemed to be a reaffirmation of each and every one of said representations and warranties.

8. REPRESENTATIONS AND WARRANTIES OF BOARD. The Board hereby represents and warrants to, and covenants with the Contracting Party as follows:

8.1. Authority, Approval and Enforceability. The Board has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement has been executed and delivered on behalf of the Board and constitutes a legal and binding obligation of the Board, enforceable against the Board in accordance with its terms.

8.2. Disclosure. The representations and warranties made to the Contracting Party by the Board contain no untrue statement of material fact and the Board has not intentionally omitted to disclose any material fact.

9. REMEDIES. Upon the occurrence of a Termination Event, the Board may, at its option:

9.1. Termination of Advances. Terminate the making of Advances.

9.2. Waiver of Termination Event. The Board may, at its option, by an instrument in writing signed by the Board, waive any Termination Event which shall have occurred and any consequences of such Termination Event and, in such event, the Contracting Party and the Board shall be restored to their former respective rights and obligations hereunder. Any Termination Event so waived shall, for purposes of this Agreement, be deemed to have been cured and not to be continuing; but no such waiver shall extend to any subsequent or other Termination Event or impair any consequence of such subsequent or other Termination Event or any of the Board's rights relating thereto.

9.3. Cumulative Remedies. The remedies herein provided shall be in addition to and not in substitution for the rights and remedies which would otherwise be vested in the Board in law or equity, all of which rights and remedies are specifically reserved by the Board. The remedies herein provided or otherwise available to the Board shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not

constitute a waiver thereof, nor shall use of any of the remedies hereby provided prevent the subsequent or concurrent resort to any other remedy or remedies which by this Agreement or by law or equity shall be vested in the Board. As a condition to any Advance after a Termination Event, the Board may require the completion of the Project by methods and in a manner satisfactory to the Board.

10. COMPLETION OF THE PROJECT. The Contracting Party shall complete the construction, equipping and furnishing of the Improvements in accordance with the Plans and submit to the Board a Certificate of Completion on or before June 1, 2016.

11. INSURANCE. The Contracting Party shall, at all times during the construction of the Improvements, maintain or cause the Contractors to maintain in full force and effect Builder's Risk Insurance. In addition, the Contracting Party shall cause the Contractors at all times during the construction of the Project to maintain general liability insurance in an amount reasonably required by the Board and shall cause the Contractors to maintain worker's compensation insurance as required by law.

12. CHANGE ORDERS. The Contracting Party shall deliver to the Board copies of all Change Orders within five (5) business days after the respective dates thereof.

13. AUDIT. The Board shall have the right at all reasonable times during regular business hours to audit or cause the audit of the books and records of the Contracting Party pertaining to the acquisition, construction, equipping and furnishing of the Project and to audit or cause the audit of the administration of the acquisition, construction, equipping and furnishing of the Project.

14. COPIES OF FILED LIENS. The Contracting Party shall deliver to the Board copies of all mechanics', materialmen's or laborers' liens filed against the Improvements or the Land, within five (5) days after the Contracting Party's knowledge thereof.

15. GOVERNMENT REQUIREMENTS AND PUBLIC COMPETITIVE BIDDING ACT. The Contracting Party shall construct the Improvements in accordance with all applicable Government Requirements and shall, in connection therewith, comply with the Oklahoma Public Competitive Bidding Act of 1974 and any amendments thereto.

16. CONSTRUCTION CONTRACTS. The Contracting Party shall at all times comply with the terms and provisions of the Construction Contracts.

17. VISION 2025 SIGNAGE. The Board shall, at all times prior to July 1, 2017, have the right to place a sign or signs upon the Project identifying the Project as a Project funded by Vision 2025 Sales Tax. Such sign or signs and the location thereof shall be subject to the approval of the Contracting Party, which approval shall not be unreasonably withheld or delayed.

18. PAYMENT OF THE COSTS OF BONDS OR NOTES. Pursuant to the Resolution and other resolutions of the Board dated July 7, 2003, the Board has determined that excess funds generated from sales tax totaling \$45,500,000.00 (the "Total Excess Sales Tax") will be available

for the funding of additional projects (including the Project). In the event the Tulsa County Industrial Authority (the "Authority") issues bonds or notes payable from the Total Excess Sales Tax for the purpose of funding any such additional projects, the Contracting Party shall pay to the Authority its proportionate share (00.4%) of (i) the costs of the issuance of such bonds or notes and (ii) the interest accruing on such bonds or notes. The proportionate share of such costs of issuance shall be payable by the Contracting Party on the date of the issuance of such bonds or notes, and the proportionate share of the interest accruing on such bonds or notes shall be payable by the Contracting Party on the dates interest is due thereon. It is hereby acknowledged that under applicable Oklahoma law, the Contracting Party may not become obligated beyond its fiscal year (July 1 through June 30), and therefore, such payment obligations of the Contracting Party shall be on a year-to-year basis. The Contracting Party's obligation to make such payments is subject to the availability of funds and annual appropriations thereof by the Contracting Party.

19. GENERAL CONDITIONS. The following conditions shall be applicable throughout the term of this Agreement.

19.1. Nonwaiver. No Advance hereunder shall constitute a waiver of any of the conditions of the Board's obligation to make further Advances, nor, in the event the Contracting Party is unable to satisfy any such condition, shall any such waiver have the effect of precluding the Board from thereafter declaring such inability to be a Termination Event as hereinabove provided.

19.2. The Board's Satisfaction. All proceedings taken in connection with the transactions provided for herein and all documents required or contemplated by this Agreement must be reasonably satisfactory to the Board.

19.3. Establishment of Facts. If any condition of this Agreement requires the submission of evidence of the existence or nonexistence of a specified fact or facts or implies as a condition the existence or nonexistence, as the case may be, of such fact or facts, the Board shall, at all times, be free to independently establish to its satisfaction and in its absolute discretion such existence or nonexistence.

19.4. Relationship of Parties. The Board is neither a partner nor joint venturer with the Contracting Party or any other party in connection with the Project. The Board shall not in any way be liable or responsible by reason of the provisions hereof, or otherwise, for the payment of any claims growing out of the construction of the Improvements or the Land.

19.5. Conditions for Exclusive Benefit of the Board. All conditions of the obligations of the Board to make Advances hereunder are imposed solely and exclusively for the benefit of the Board and its assigns, and no other person shall have standing to require satisfaction of such conditions in accordance with their terms and no other person shall, under any circumstances, be deemed to be beneficiary of such conditions.

19.6. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid or sent by telegram, addressed as follows:

Tulsa County:

Board of County Commissioners
500 South Denver
Tulsa OK 74103
Attn: Chairman

Contracting Party:

City of Glenpool, Oklahoma
P. O. Box 70
Glenpool OK 74033
Attn: City Manager

The parties hereto may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. The above addresses may be changed at any time upon written notice of such change sent by United States mail, postage prepaid to the other parties by the party effecting the change.

19.7. Amendment; Waiver. This Agreement may not be amended, modified, waived, discharged or terminated in any way, except by an instrument in writing executed by all parties hereto; PROVIDED, HOWEVER, the Board may, in writing: (i) extend the time for performance of any of the obligations of the Contracting Party; (ii) waive any Termination Event by the Contracting Party; and (iii) waive the satisfaction of any condition that is precedent to the performance of the Board's obligations under this Agreement. In the event of a waiver of a Termination Event by the Board, such specific Termination Event shall be deemed to have been cured and not continuing, but no such waiver shall extend to any subsequent or other Termination Event or impair any consequence of such subsequent or other Termination Event.

19.8. Rights and Remedies. In the event of a breach of any of the covenants or agreements hereof by a party hereto, the other parties hereto shall be entitled to enforce and exercise all options, rights and remedies, jointly or in the alternative, provided by the Agreement, law or equity.

19.9. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Oklahoma and shall be construed by and governed in accordance with the laws of the State of Oklahoma.

19.10. Third Party Beneficiary. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto, and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

19.11. Prohibition Against Assignment. The Contracting Party shall not assign or transfer voluntarily or by operation of law or otherwise dispose of this Agreement or any rights hereunder, or any monies, property or funds deposited with the Board. An assignment or transfer in violation of this provision shall be invalid, and an assignment or transfer by operation of law shall be deemed to be an invalid transfer.

19.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, with any and all prior agreements and understandings being merged herein.

19.13. Captions and Paragraph Headings. The captions and paragraph headings contained herein are included for convenience only and shall not be construed or considered a part hereof nor affect in any manner the construction or interpretation hereof

19.14. Time of Essence. Time is of the essence of this Agreement.

19.15. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

19.16. Severability. Should any clause or provision of this Agreement be invalid or void for any reason, such invalid or void clause shall not adversely affect the remainder of this Agreement, and such remainder shall remain in full force and effect.

19.17. Invalidity of Provisions. If any term or provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof. If any provision of this Agreement is held invalid or unenforceable because the fulfillment of such provision would involve exceeding the limit of validity prescribed by law, then upon the occurrence of such circumstances, the obligation to be fulfilled shall be reduced to the limit of validity prescribed by law. If the provision of this Agreement which is found to be invalid or unenforceable cannot be modified so as to be enforceable under existing laws, this Agreement shall be construed and enforced as if such provision had not been included herein.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

"Contracting Party"

THE CITY OF GLENPOOL, OKLAHOMA,
a municipal corporation

Date: _____

By: _____

Contract amount approved by the Glenpool City Council on the _____ day of _____, 2015.

By: _____

ATTEST:

City Clerk

APPROVED:

City Attorney

“Board”

**BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY**

By _____
Name _____
Title Chairman

EXHIBIT "A"
DESCRIPTION OF IMPROVEMENTS

Construction of a wastewater receiving well equipped with a screen or grinding to remove coarse materials; pumps and piping with associated values; motors; a power supply system; an equipment control and alarm system; and an odor control system and ventilation system installed in an enclosed structure and constructed on-site.

EXHIBIT "B"

DESCRIPTION OF LAND

Commencing at a point, said point being the Northwest corner of the Northeast $\frac{1}{4}$ of Section 3, Township 17 North, Range 12 East of the Indian Base & Meridian; thence S $01^{\circ}17'11''$ E along the West line of said Northeast $\frac{1}{4}$ a distance of 60.00 feet to the Northwest corner of Lot 4, Block 3, MONTAPP ADDITION, according to the recorded plat thereof; thence continuing S $01^{\circ}17'11''$ E along the West line of said Lot 4 a distance of 45.43 feet to the **Point of Beginning**; thence N $88^{\circ}55'52''$ E a distance of 25.00 feet to a point; thence S $01^{\circ}17'11''$ E a distance of 80.00 feet to a point; thence S $88^{\circ}55'52''$ W a distance of 25.00 feet to a point in the West line of said Lot 4; thence N $01^{\circ}17'11''$ W along the West line of said Lot 4 a distance of 80.00 feet to the **Point of Beginning**. Said described tract containing 2,000.00 square feet more-or-less.

EXHIBIT "C"

AUTHORIZATION AND CERTIFICATE OF PROGRAM MANAGER

With a reference to the attached Advance Request in connection with the Glenpool Lift Station Project (the "Project"), I, the designated Program Manager in respect to the Project hereby find, certify and state with respect to the attached Advance Request, as follows:

- (a) The person, firm, corporation, partnership, or otherwise, to which payment is due has been properly entered in this form and to my knowledge constitutes an accurate identification of the creditor; and
- (b) the payment is a bona fide Cost of Construction as such term is defined in the Agreement; and
- (c) the amount to be paid is correct and accurate in accordance with the invoice and/or statement submitted by the Contracting Party; and
- (d) the obligation in the stated amount has been incurred by the Contracting Party and that each item thereof is a proper charge, and that payment of such obligation has not theretofore been made; and
- (e) that, to the best of my knowledge, after investigation and due inquiry, insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the construction of the Project or delivered at the site of the Project for that purpose, or delivered for storage or fabrication at a place or places approved by the Contracting Party and same is under control of the Contracting Party, or is a progress payment due on equipment being fabricated to order.
- (f) that certain Capital Improvements Agreement dated _____, 2015, by and between the Contracting Party and the Board of County Commissioners of Tulsa County, Oklahoma relating to the Project (the "Agreement") is in full force and effect; that to the best of our knowledge after due inquiry and investigation, no event of default has occurred or is continuing under the terms of the Agreement; all conditions precedent to payment of the requisition set forth in the Agreement have been met; and payment of the requisition is proper pursuant to the terms of such Agreement.

Date: _____

PROGRAM MANAGER

By _____
Authorized Representative

EXHIBIT "D"

AUTHORIZATION AND CERTIFICATE OF PROJECT MANAGER

With reference to the attached Construction Advance Request, the undersigned, _____, as the designated construction architect, engineer or project manager for the City of Glenpool, Oklahoma (the "Contracting Party") in connection with the Glenpool Lift Station Project (the "Project") hereby finds, certifies and states with respect to the attached Construction Advance Request as follows:

- (a) all construction of the Improvements, as defined in the Capital Improvements Agreement dated _____, 2015, by and between the Contracting Party and the Board of County Commissioners of Tulsa County, Oklahoma, relating to the Project (the "Agreement"), has been done in accordance with the Plans (as defined in the Agreement); and
- (b) the Improvements can be completed in accordance with the Approved Budget (as defined in the Agreement); and
- (c) the persons, firms, corporations, partnerships, or otherwise, to which payment is due has been properly entered in the attached Application and Certificate for Payment and to my knowledge constitutes an accurate identification of the creditors; and
- (d) the payment is a bona fide Cost of Construction as such term is defined in the Agreement; and
- (e) the amount to be paid is correct and accurate in accordance with the invoices and/or statements submitted by the creditor; and
- (f) the obligation in the stated amount has been incurred by the Contracting Party and payment of such obligation has not yet heretofore been made; and
- (g) to the best of my knowledge, after investigation and due inquiry, insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the construction of the Project or delivered at the site of the Project for that purpose, or delivered for storage or fabrication at a place or places approved by the Contracting Party and same is under control of the Contracting Party, or is a progress payment due on equipment being fabricated to order.

Dated: _____

By: Authorized Officer of the [Architect]
[Engineer] [Project Manager]

EXHIBIT "E"
CONSTRUCTION ADVANCE REQUEST

TO: Board of County Commissioners of Tulsa County, Oklahoma
c/o Program Manager

FROM: City of Glenpool, Oklahoma
Glenpool, Oklahoma
(the Contracting Party)

Pursuant to the Capital Improvements Agreement dated _____, 2015 (the "Agreement"), by and among the Board of County Commissioners of Tulsa County, Oklahoma (the "Board"), and the City of Glenpool, Oklahoma (the "Contracting Party"), the Contracting Party hereby requests the Board to cause its Depository to disburse the amount set forth in the attached Application and Certificate for Payment to the parties set forth therein for the account of the Contracting Party.

The Contracting Party does hereby certify to the Board that, as of the date hereof, (i) the representations and warranties of the Contracting Party in the Agreement are hereby ratified and confirmed; (ii) the requested disbursement is for the payment of Costs of Construction as defined in the Agreement; (iii) each obligation described in the attached Application and Certificate for Payment has been properly incurred and is now due and unpaid and that insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, and such materials, equipment or supplies were actually installed or delivered to or for the Project (as defined in the Agreement); (iv) there has not been filed with or served upon the Contracting Party notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to any of the persons, firms or corporations named in the attached Application and Certificate for Payment, which has not been released or will not be released simultaneously with the payment of such obligation; (v) the Agreement is in full force and effect; (vi) no event of default has occurred or is continuing under the terms of the Agreement; and (vii) all conditions precedent to payment of the requested Construction Advance herein have been met and payment of such obligations is proper pursuant to the terms of the Agreement.

Date: _____

CITY OF GLENPOOL, OKLAHOMA

By: Authorized Officer of the Contracting Party

APPROVED:
BOARD OF COUNTY COMMISSIONERS
OF TULSA COUNTY, OKLAHOMA

By: _____
Chairman

EXHIBIT "F"

NON-CONSTRUCTION ADVANCE REQUEST

TO: Board of County Commissioners of Tulsa County, Oklahoma

FROM: City of Glenpool, Oklahoma
Glenpool, Oklahoma
(the Contracting Party)

Pursuant to the Capital Improvements Agreement dated _____, 2015, (the "Agreement"), by and among the Board of County Commissioners of Tulsa County, Oklahoma (the "Board"), and the City of Glenpool, Oklahoma (the "Contracting Party"), the Contracting Party hereby requests the Board to cause its Depository to disburse the amount of \$ _____ to the parties set forth below for the following purposes:

Payees

Purposes

The Contracting Party does hereby certify to the Board that, as of the date hereof, (i) the representations and warranties of the Contracting Party in the Agreement are hereby ratified and confirmed; (ii) the requested disbursement is for the payment of Costs of Construction as defined in the Agreement; (iii) each obligation described above has been properly incurred; (iv) the Agreement is in full force and effect; (v) no event of default has occurred or is continuing under the terms of the Agreement; and (vi) all conditions precedent to the payment of the requested Non-Construction Advance herein have been met and payment of such obligations is proper pursuant to the terms of the Agreement.

Date: _____

By: Authorized Officer of the Contracting Party

APPROVED:
BOARD OF COUNTY COMMISSIONERS
OF TULSA COUNTY, OKLAHOMA

By: _____
Chairman



Staff Memo

Date: June 112, 2015

To: Honorable Mayor and City Council

From: Julie Casteen, Finance Director

Re: Contract for Auditing Services

Background

The City contracts each year for auditing services to audit the basic financial statements of the City. This includes the financial statements of the governmental activities, the business-type activities and component units, each major fund, and the aggregate remaining fund information.

The City received four responses to a recent Request for Proposals for auditing services for the current fiscal year ending June 30, 2015. The Audit Committee evaluated the proposals on the basis of the following criteria:

1. Understanding of the scope of services
2. Firm/staff experience and qualifications
3. Commitment to governmental accounting and auditing
4. Audit approach and plan
5. Cost/Fees

Staff Recommendation

The Audit Committee recommends award of a contract to Arledge & Associates, P.C. in the amount of \$18,500 for the current fiscal year to audit the financial statements of the City of Glenpool and Glenpool Utility Services Authority, as well as the Glenpool Industrial Authority and the Glenpool Emergency Medical Services Trust Authority.

Attachment

None



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

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

**RE: ACCEPTANCE of PUBLIC INFRASTRUCTURE IMPROVEMENTS
THE CROSSING at GLENPOOL PHASE V**

DATE: JUNE 9th, 2015

BACKGROUND

This item is for Council consideration and action regarding the acceptance of ownership and associated maintenance responsibilities pertaining to certain public infrastructure improvements installed to serve Phase V of The Crossing at Glenpool Addition per the attached subdivision plat. The specific improvements covered by this request are:

- Certain 6" and 4" ID public water distribution lines installed as required to provide domestic and fire protection water services to this phase of the overall project.
- Certain 8" ID public sanitary sewer main extensions installed as required to serve the individual lots within this phase of the project.
- Certain public storm sewer piping and structures, improved drainage channels, and street curb inlets associated with storm water collection and conveyance serving this phase of the overall project.
- The installation of public street paving improvements within the rights-of-way being dedicated to the public by virtue of the final subdivision plat of Phase V of The Crossings at Glenpool Addition per the attached subdivision plat.

The Community Development Staff inspected these improvements during construction and have received and approved all required testing results for the listed public improvements. The subject improvements have been covered by the required maintenance bonds since May 14, 2015 per the attached copies. The bonded amounts for the improvements were based on an Engineer's Statement of Cost for each improvement supplied by the project engineer. Record Drawings covering the installation of the listed public improvements have also been received and approved by Staff as required prior to final acceptance by the City Council.

Recommendation:

At this time, Staff is asking Council consideration and approval to accept the ownership and maintenance of the subject public improvements serving Phase V of The Crossing at Glenpool Addition

Attachments:

A. Maintenance Bonds

B. Phase V of The Crossing at Glenpool Addition – Final Subdivision Plat

Granite Re, Inc.

Bond# GR29096

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned Newman Contracting Company, Inc., PO Box 489, 862B West Taft, GLENPOOL, OK 74033, as Principal and Granite Re, Inc., a corporation organized under the laws of the State of Oklahoma and duly authorized to do business in the State of Oklahoma, as Surety, are held and firmly bound unto: City of Glenpool, OK, 12205 S. Yukon Ave., P.O. Box 70, GLENPOOL, OK 74033, in the penal sum of *****One Hundred Thirty-nine Thousand One Hundred Fifty-five and 29/100***** (\$139,155.29) Dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 14th day of May, 2015.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above named Principal did on enter into a contract with the City of Glenpool, OK, 12205 S. Yukon Ave., GLENPOOL, OK 74033 for Water and Sanitary Sewer to Serve Crossings at Glenpool Phase 5, Glenpool, OK.

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

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

Newman Contracting Company, Inc.

Principal

BY: 

Title: 

Granite Re, Inc.

Surety

BY: 

Kyle McDorald, Attorney-in-Fact

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____
County of _____

ss.:

On this _____ day of _____, in the year 20____, before me personally comes(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that he executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (PARTNERSHIP)

State of _____
Country of _____

ss.:

On this _____ day of _____, in the year 20____, before me personally _____ come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he executed the same as and for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____
County of _____

ss.:

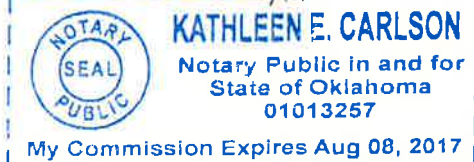
On this _____ day of _____, in the year 20____, before me personally come(s) _____, to me known, who, being by me duly sworn, deposes and says that he resides in the City of _____, that he is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



Notary Public

State of Oklahoma
County of Oklahoma

On this 14th day of May, 2015 before me personally come(s) Kyle McDonald, Attorney in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney in Fact of Granite Re, Inc., the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s) in-Fact of the said Company by like order.



Kathleen E. Carlson, Notary Public

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

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

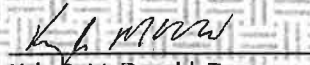
KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 19th day of July, 2012.

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS:




Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 19th day of July, 2012, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257




Notary Public

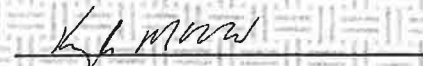
GRANITE RE, INC. Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 14th day of May 2015.




Kyle P. McDonald, Secretary/Treasurer

Granite Re, Inc.

Bond# GR29095

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned Newman Contracting Company, Inc., PO Box 489, 862B West Taft, GLENPOOL, OK 74033, as Principal and Granite Re, Inc., a corporation organized under the laws of the State of Oklahoma and duly authorized to do business in the State of Oklahoma, as Surety, are held and firmly bound unto: City of Glenpool, OK, 12205 S. Yukon Ave., P.O. Box 70, GLENPOOL, OK 74033, in the penal sum of *****Ninety-three Thousand Two Hundred Forty-four and 57/100***** (\$93,244.57) Dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 14th day of May, 2015.

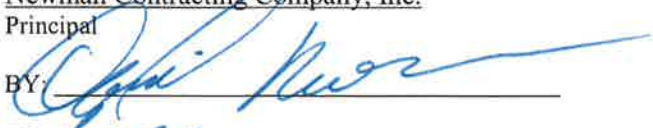
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above named Principal did on enter into a contract with the City of Glenpool, OK, 12205 S. Yukon Ave., GLENPOOL, OK 74033 for Storm Drainage to Serve Crossings at Glenpool Phase 5, Glenpool, OK.

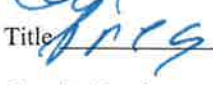
AND, WHEREAS, the specifications of said construction contract provide that upon final acceptance by Obligee said Principal shall furnish a maintenance bond for the sum amounting to ****One Hundred**** percent (100%) of the contract price, and to remain in full force and effect for the period of One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

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

Newman Contracting Company, Inc.

Principal

BY: 

Title: 

Granite Re, Inc.

Surety

BY: 

Kyle McDonald, Attorney-in-Fact

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____
County of _____

ss.:

On this _____ day of _____, in the year 20____, before me personally comes(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that he executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (PARTNERSHIP)

State of _____
Country of _____

ss.:

On this _____ day of _____, in the year 20____, before me personally _____ come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he executed the same as and for the act and deed of the said co-partnership.

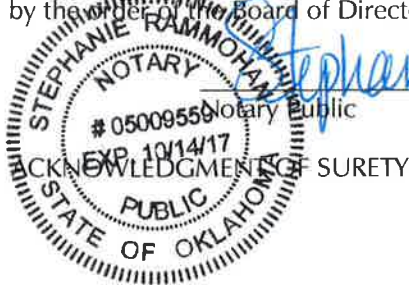
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____
County of _____

ss.:

On this _____ day of _____, in the year 20____, before me personally come(s) _____, to me known, who, being by me duly sworn, deposes and says that he resides in the City of _____, that he is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



State of Oklahoma
County of Oklahoma

On this 14th day of May, 2015 before me personally come(s) Kyle McDonald, Attorney in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney in Fact of Granite Re, Inc., the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.



Kathleen E. Carlson, Notary Public

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

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

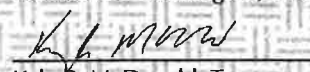
KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 19th day of July, 2012.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 19th day of July, 2012, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257




Notary Public

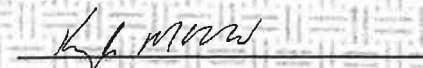
GRANITE RE, INC. Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 14th day of May 2015.




Kyle P. McDonald, Secretary/Treasurer

Granite Re, Inc.

Bond# GR29094

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned Newman Contracting Company, Inc., PO Box 489, 862B West Taft, GLENPOOL, OK 74033, as Principal and Granite Re, Inc., a corporation organized under the laws of the State of Oklahoma and duly authorized to do business in the State of Oklahoma, as Surety, are held and firmly bound unto: City of Glenpool, OK, 12205 S. Yukon Ave., P.O. Box 70, GLENPOOL, OK 74033, in the penal sum of *****Two Hundred Six Thousand Five Hundred Seventeen and 00/100***** (\$206,517.00) Dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 14th day of May, 2015.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above named Principal did on _____ enter into a contract with the City of Glenpool, OK, 12205 S. Yukon Ave., GLENPOOL, OK 74033 for Streets and Curbs to Serve Crossings at Glenpool Phase 5, Glenpool, OK.

AND, WHEREAS, the specifications of said construction contract provide that upon final acceptance by Obligee said Principal shall furnish a maintenance bond for the sum amounting to ****One Hundred**** percent (100%) of the contract price, and to remain in full force and effect for the period of Two (2) year(s) from the date of acceptance, as therein stated in said specifications; the said work having been duly accepted by said obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall make good all defects appearing in the work performed by Principal due to faulty workmanship or materials which may develop during the period of Two (2) year(s) from the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

Newman Contracting Company, Inc.

Principal

BY: 

Title Dres

Granite Re, Inc.

Surety

BY: 

Kyle McDonald, Attorney-in-Fact

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____
County of _____ ss.:

On this _____ day of _____, in the year 20____, before me personally comes(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that he executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (PARTNERSHIP)

State of _____
Country of _____ ss.:

On this _____ day of _____, in the year 20____, before me personally _____ come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he executed the same as and for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____
County of _____ ss.:

On this _____ day of _____, in the year 20____, before me personally come(s) _____, to me known, who, being by me duly sworn, deposes and says that he resides in the City of _____, that he is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



State of Oklahoma
County of Oklahoma

On this 14th day of May, 2015 before me personally come(s) Kyle McDonald, Attorney in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney in Fact of Granite Re, Inc., the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.



GR0392-14

Kathleen E. Carlson, Notary Public

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

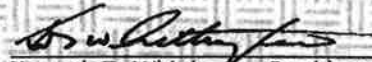
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this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

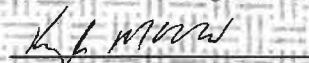
KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 19th day of July, 2012.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



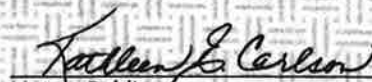

Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 19th day of July, 2012, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257




Notary Public

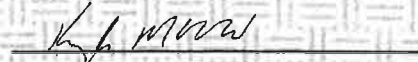
GRANITE RE, INC. Certificate

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 14th day of May 2015.




Kyle P. McDonald, Secretary/Treasurer



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

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

**RE: ACCEPTANCE and RELEASE of the FINAL SUBDIVISION PLAT of
PHASE V of THE CROSSING AT GLENPOOL**

DATE: JUNE 9th, 2015

BACKGROUND

This item is for Council consideration and action regarding the approval and official release of the final subdivision plat of Phase V of The Crossing at Glenpool. The attached copy of the Phase V subdivision plat has been reviewed and previously approved by the Glenpool Planning Commission by a vote of 5 to 0 on October 6, 2014. The Phase V plat contains 12.41 gross acres and is being subdivided into three blocks having a total of 42 lots. The Developer is Rausch/Coleman who has fully completed all of the public infrastructure improvements necessary to provide services to the Phase V plat area. Those public infrastructure services have been satisfactorily bonded to and accepted by the City in the previous action.

Recommendation:

At this time, Staff is asking Council consideration for final approval and the release for recording purposes the final subdivision plat for Phase V of The Crossing at Glenpool.

Attachments:

A. Final Subdivision Plat

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: RICK MALONE, CITY PLANNER

RE: ORDINANCE NO.699, ANNEXATION OF 6.97 ACRES GA#15-06-01

DATE: JUNE 15TH, 2015

BACKGROUND:

Sandra Licciardello, the owner of this property has requested that the City of Glenpool annex 6.97 acres into the corporate limits of the community. The property is located north of the northeast corner of 201st Street and US 75 Highway. This property is abutting the City of Glenpool's fence line on its west boundary. The applicant is aware that it is the developer's responsibility to extend utilities to serve the property if it is to be developed further.

ZONING:

The property is currently zoned AG (Agricultural) in Tulsa County and Glenpool planning staff recommends that it be annexed into the City Limits of Glenpool as AG zoning as well.

STAFF RECOMMENDATION:

Staff has no objection to this requested annexation. Staff recommends separate approval of the Emergency Clause.

Attachments:

- Annexation Application
- Case Map
- Ordinance No.699



ORDINANCE NO.699

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY INTO THE CITY OF GLENPOOL, OKLAHOMA, MUNICIPAL LIMITS; AND DECLARING AN EMERGENCY.

WHEREAS, the owners of certain real property have requested of the City of Glenpool, Oklahoma, that such real property be annexed into the City of Glenpool, Oklahoma; and,

WHEREAS, the City Council has considered and determined that it is in the best interest of the City of Glenpool, Oklahoma, to accept and act upon the petitioners' request for incorporation into the municipal limits; and,

WHEREAS, such annexation is pursuant to the City Ordinances of the City of Glenpool, Oklahoma, and further pursuant to State Statutes of the State of Oklahoma.

NOW, THEREFORE, IT SHALL BE ORDAINED AS FOLLOWS: that the following described real property be annexed to the City of Glenpool:

SEE EXHIBIT "A"

PASSED AND APPROVED by the City Council of the City of Glenpool this 15th day of June 2015.

Tim Fox, Mayor

Attest:

Susan White, City Clerk

WHEREAS, it being immediately necessary for the preservation of the peace, health, and safety of the City of Glenpool and the inhabitants thereof that the provisions of this Ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof the Ordinance shall take effect and be in full force from and after its passage as provided by law.

PASSED and the Emergency Clause ruled upon separately and approved this 15th day of June 2015.

Tim Fox, Mayor

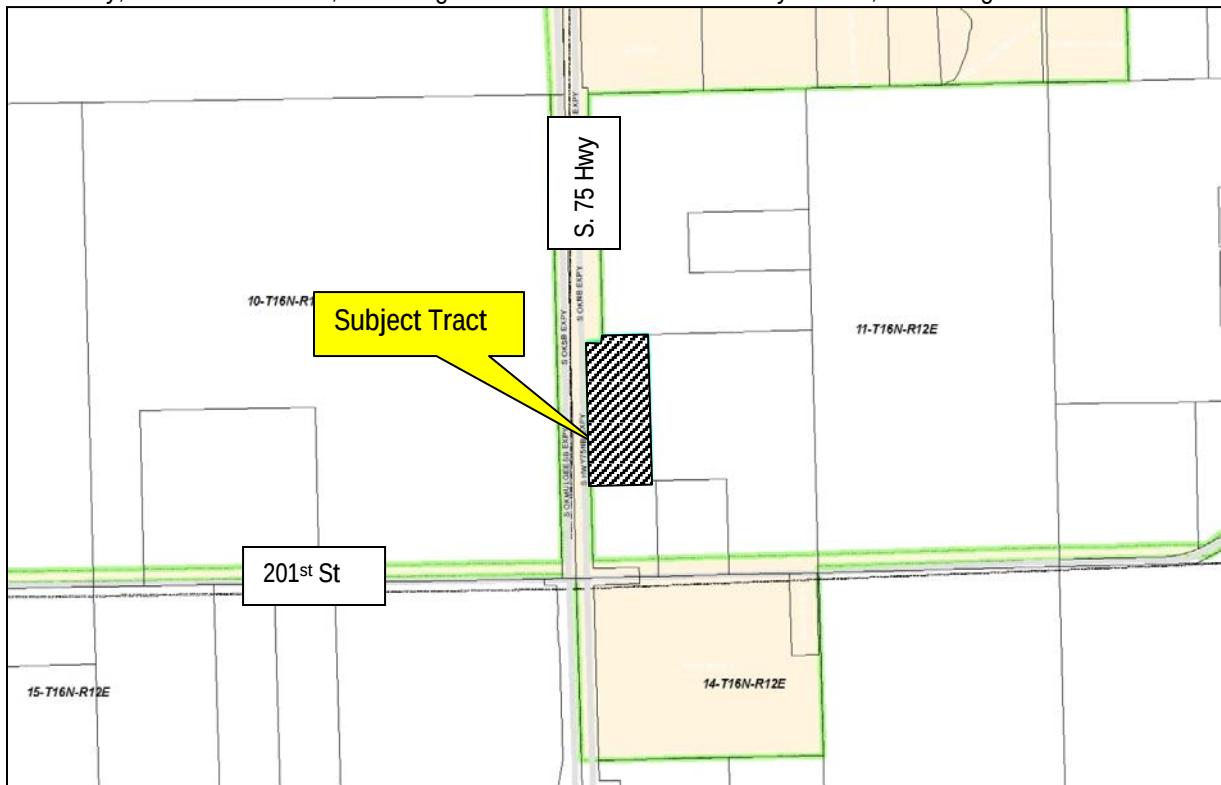
Attest:

Susan White, City Clerk

ORDINANCE 699

Exhibit "A"

The West 423 feet of the SW/4 of the SW/4, LESS SOUTH 520 FEET THEREOF & LESS RD of Section Eleven (11), Township Seventeen (16) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, containing 5.970ACRES.



MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: RICK MALONE, CITY PLANNER

RE: ORDINANCE NO.700, ANNEXATION OF 40 ACRES GA#15-06-02

DATE: JUNE 15th, 2015

BACKGROUND:

This property is vacant and is located east of the northeast corner of 156st & U.S. 75 highway. This property also abuts Glenpool city limits to its west and the city also owns the land on its west boundary as well. It is currently abutted by city water & sewer service on its west and southwest boundary. The applicant is aware of that it is the developer's responsibility to extend utilities to serve the property.

ZONING:

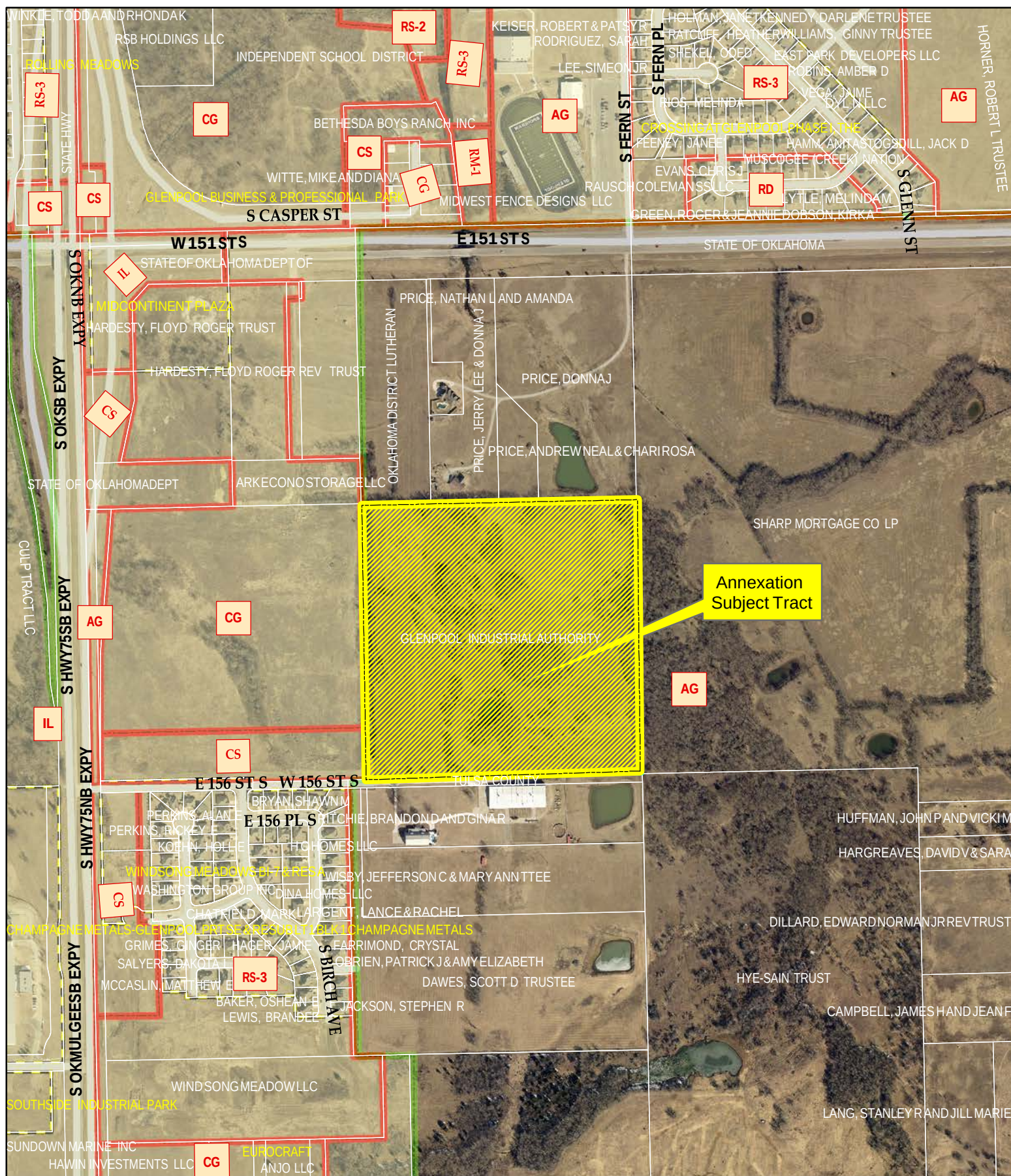
The property is currently zoned AG (Agricultural) in Tulsa County and Glenpool planning staff recommends that it be annexed into the City Limits of Glenpool as AG zoning as well.

STAFF RECOMMENDATION:

Staff has no objection to this requested annexation. Staff recommends separate approval of the Emergency Clause.

Attachments:

- Location Map
- Application
- Ordinance No.700



ORDINANCE NO.700

**AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY INTO THE CITY OF GLENPOOL,
OKLAHOMA, MUNICIPAL LIMITS; AND DECLARING AN EMERGENCY.**

WHEREAS, the owners of certain real property have requested of the City of Glenpool, Oklahoma, that such real property be annexed into the City of Glenpool, Oklahoma; and,

WHEREAS, the City Council has considered and determined that it is in the best interest of the City of Glenpool, Oklahoma, to accept and act upon the petitioners' request for incorporation into the municipal limits; and,

WHEREAS, such annexation is pursuant to the City Ordinances of the City of Glenpool, Oklahoma, and further pursuant to State Statutes of the State of Oklahoma.

NOW, THEREFORE, IT SHALL BE ORDAINED AS FOLLOWS: that the following described real property be annexed to the City of Glenpool:

SEE EXHIBIT "A"

PASSED AND APPROVED by the City Council of the City of Glenpool this 15th day of June 2015.

Tim Fox, Mayor

Attest:

Susan White, City Clerk

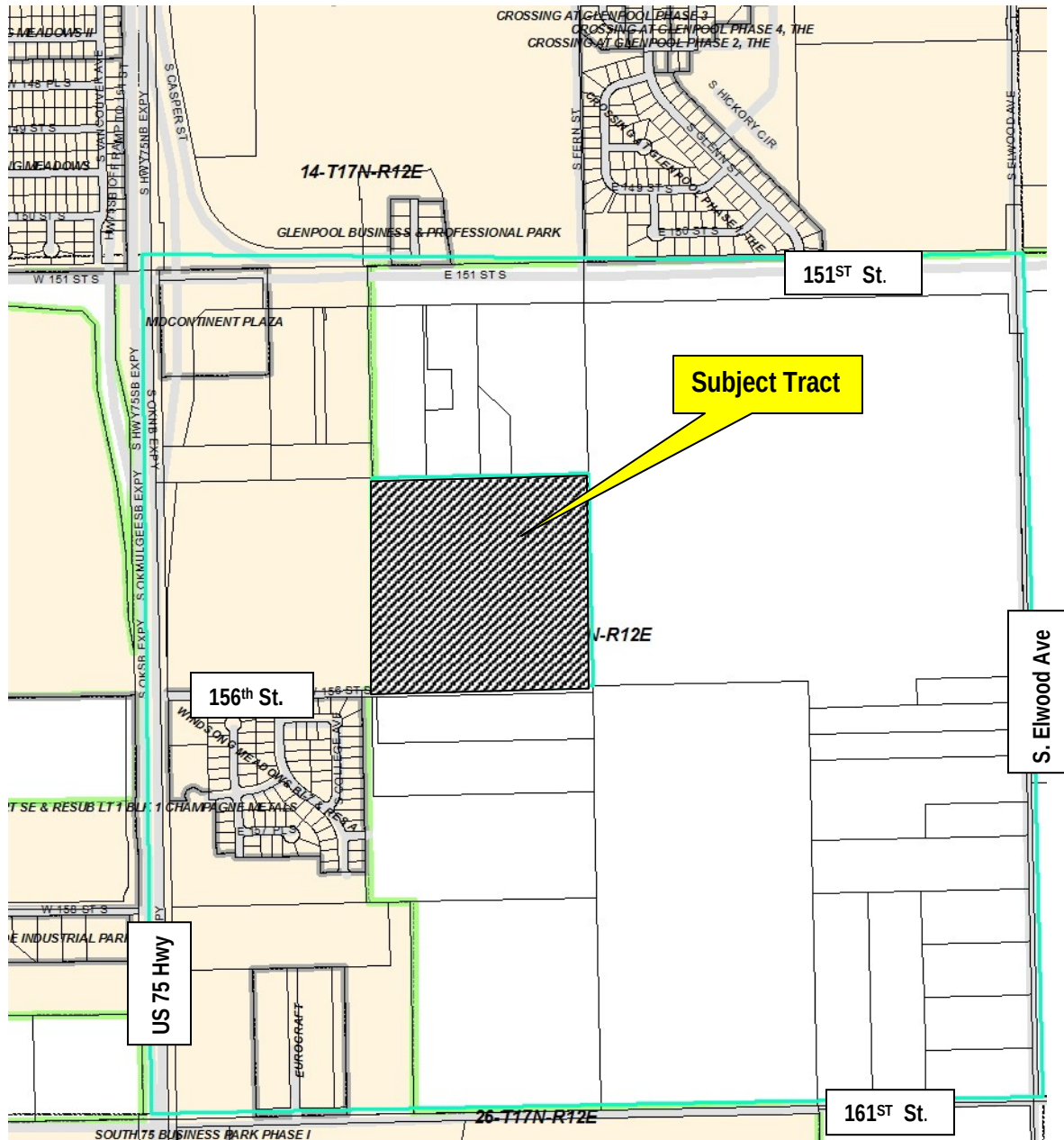
WHEREAS, it being immediately necessary for the preservation of the peace, health, and safety of the City of Glenpool and the inhabitants thereof that the provisions of this Ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof the Ordinance shall take effect and be in full force from and after its passage as provided by law.

PASSED and the Emergency Clause ruled upon separately and approved this 15th day of June 2015.

Tim Fox, Mayor

Attest:

Susan White, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: RICK MALONE, CITY PLANNER

RE: ORDINANCE NO.701, ANNEXATION OF 9.31 ACRES GA#15-06-03

DATE: JUNE 15th, 2015

BACKGROUND:

This property contains a residence and is located east of the southeast corner of 181st & Peoria Ave and it abuts the Glenpool fence line on its north boundary. The applicant is aware that it is the developer's responsibility to extend utility services to serve the property if it is developed further.

ZONING:

The property is currently zoned AG (Agricultural) in Tulsa County and Glenpool planning staff recommends that it be annexed into the City Limits of Glenpool as AG zoning as well.

STAFF RECOMMENDATION:

Staff has no objection to this requested annexation. Staff also recommends a separate approval of the emergency clause.

Attachments:

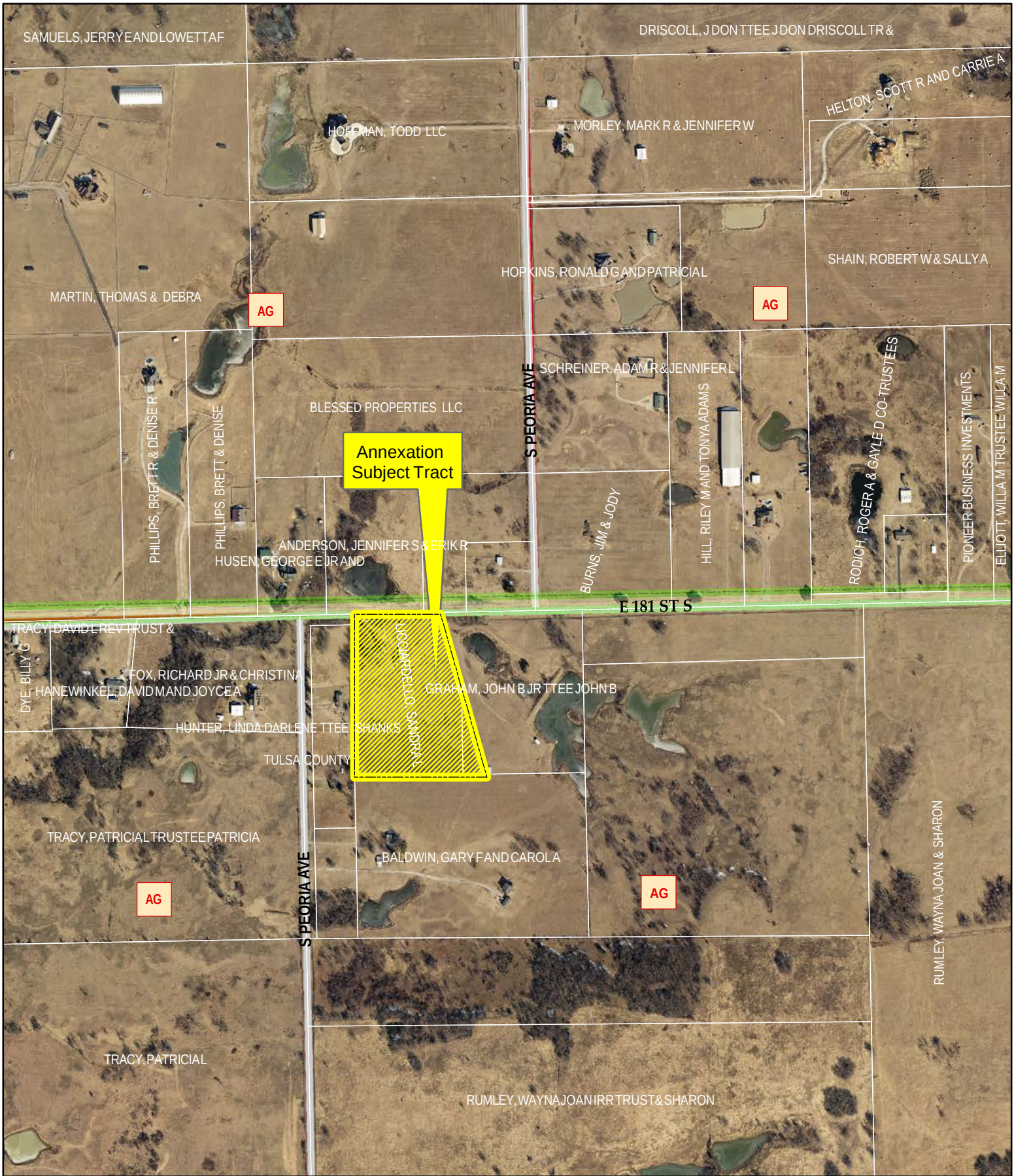
- Location Map
- Application
- Ordinance No.701

"EXHIBIT A"

THE WEST 518 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO-WIT: THE NORTH TWENTY (20) ACRES OF THE EAST FORTY (40) ACRES OF LOT FOUR (4), SECTION SIX (6), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH $0^{\circ}26'56''$ EAST ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 783.55 FEET; THENCE NORTH $89^{\circ}48'34''$ WEST A DISTANCE OF 1,119.68 FEET; THENCE NORTH $0^{\circ}14'15''$ WEST AND PARALLEL TO THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 774.70 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 6, THENCE NORTH $89^{\circ}44'21''$ EAST ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 1,116.75 FEET TO THE POINT OF BEGINNING CONTAINING 8.918 ACRES MORE OR LESS

AND

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN TULSA COUNTY, STATE OF OKLAHOMA TO-WIT: A TRACT OF LAND IN LOT FOUR (4) OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 13 EAST, TULSA COUNTY OKLAHOMA DESCRIBED AS FOLLOWS, TO-WIT; COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4, THENCE $S 89^{\circ}44'21''W$ ALONG THE NORTH LINE THEREOF FOR 598.76 FEET, THENCE $S 0^{\circ}14'15''E$ FOR 389.76 FEET TO THE POINT OF BEGINNING, THENCE $S 13^{\circ}14'27''E$ FOR 399.97 FEET, THENCE $N 89^{\circ}48'34''W$ FOR 90 FEET, THENCE $N 0^{\circ}14'15''W$ FOR 389.04 FEET TO THE POINT OF BEGINNING, CONTAINING 0.4 ACRES MORE OR LESS.



ORDINANCE NO.701

**AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY INTO THE CITY OF GLENPOOL,
OKLAHOMA, MUNICIPAL LIMITS; AND DECLARING AN EMERGENCY.**

WHEREAS, the owners of certain real property have requested of the City of Glenpool, Oklahoma, that such real property be annexed into the City of Glenpool, Oklahoma; and,

WHEREAS, the City Council has considered and determined that it is in the best interest of the City of Glenpool, Oklahoma, to accept and act upon the petitioners' request for incorporation into the municipal limits; and,

WHEREAS, such annexation is pursuant to the City Ordinances of the City of Glenpool, Oklahoma, and further pursuant to State Statutes of the State of Oklahoma.

NOW, THEREFORE, IT SHALL BE ORDAINED AS FOLLOWS: that the following described real property be annexed to the City of Glenpool:

SEE EXHIBIT "A"

PASSED AND APPROVED by the City Council of the City of Glenpool this 15th day of June 2015.

Tim Fox, Mayor

Attest:

Susan White, City Clerk

WHEREAS, it being immediately necessary for the preservation of the peace, health, and safety of the City of Glenpool and the inhabitants thereof that the provisions of this Ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof the Ordinance shall take effect and be in full force from and after its passage as provided by law.

PASSED and the Emergency Clause ruled upon separately and approved this 15th day of June 2015.

Tim Fox, Mayor

Attest:

Susan White, City Clerk

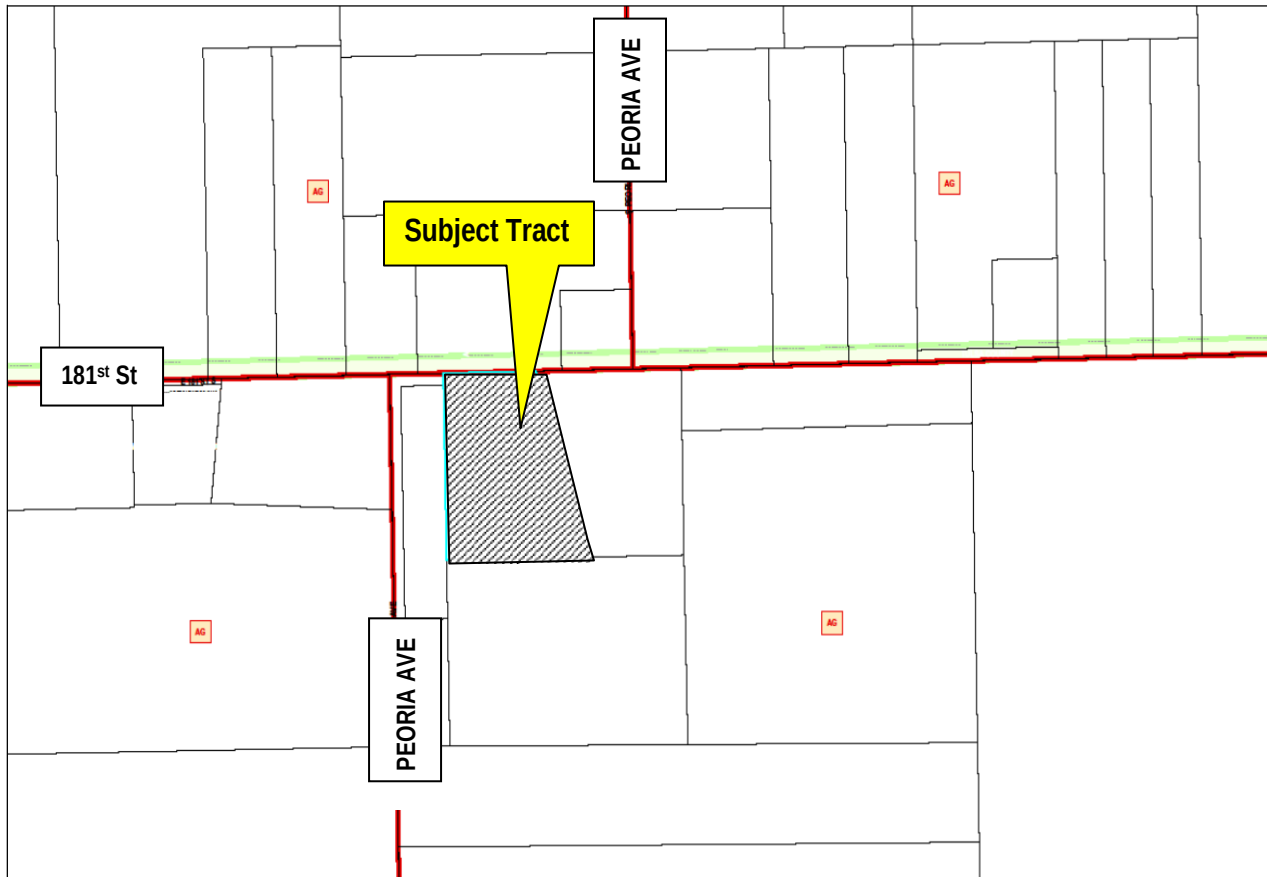
ORDINANCE 701

EXHIBIT "A"

The West 518 feet of the following described tract of land, to-wit: The North Twenty (20) Acres of the East Forty (40) Acres of Lot Four (4), Section Six (6), Township Sixteen (16) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof, more particularly described as follows, to-wit: BEGINNING at the Northeast Corner of said Lot 4; THENCE South $0^{\circ}26'56''$ East along the East line of said Lot 4, a distance of 783.55 feet; THENCE North $89^{\circ}48'34''$ West a distance of 1,119.68 feet; THENCE North $0^{\circ}14'15''$ West and parallel to the West line of said Section 6, a distance of 774.70 feet to a point on the North line of said Section 6, THENCE North $89^{\circ}44'21''$ East along the North line of said Section 6, a distance of 1,116.75 feet to the POINT OF BEGINNING CONTAINING 8.918 ACRES MORE OR LESS

AND

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN TULSA COUNTY, STATE OF OKLAHOMA TO-WIT: A TRACT OF LAND IN LOT FOUR (4) OF SECTION 6, TOWNSHIP 16. NORTH, RANGE 13 EAST, TULSA COUNTY OK. LAHOMA DESCRIBED AS FOLLOWS, TO-WIT; COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4, THENCE S $89^{\circ}44'21''$ W ALONG THE NORTH LINE THEREOF FOR 598.76 FEET, THENCE S $0^{\circ}14'15''$ E FOR 389.76 FEET TO THE POINT OF BEGINNING, THENCE S $13^{\circ}14'27''$ E FOR 399.97 FEET, THENCE N $89^{\circ}48'34''$ W FOR 90 FEET, THENCE N $0^{\circ}14'15''$ W FOR 389.04 FEET TO THE POINT OF BEGINNING, CONTAINING 0.4 ACRES MORE OR LESS.



CITY OF GLENPOOL

ORDINANCE NO. 702

AN ORDINANCE AMENDING TITLE 6, MISDEMEANORS, NUISANCES AND ANIMALS; CHAPTER 6, ANIMAL CONTROL; ARTICLE C, IMPOUNDMENT, REDEMPTION, ADOPTION AND DISPOSITION, OF THE CODE OF ORDINANCES OF THE CITY OF GLENPOOL, OKLAHOMA, (2013) AND REPEALING ALL ORDINANCES OR RESOLUTIONS, OR PARTS OF ORDINANCES OR RESOLUTIONS IN CONFLICT HEREWITH

WHEREAS, it would be in the best interest of the City of Glenpool and its residents, and in the humane interest of animals within the City of Glenpool, to provide for an orderly and effective process for adopting animals that have been apprehended in Glenpool for violations of the Animal Code and are not subsequently redeemed or reclaimed by their rightful owner or otherwise disposed of.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA, THAT:

§ 1. That Title 6, Misdemeanors, Nuisances and Animals; Chapter 6, Animal Control; Article C, Impoundment, Redemption, Adoption and Disposition, of the Code of Ordinances of the City of Glenpool, Oklahoma, (2013), shall be and hereby is amended to read as follows:

Title 6

MISDEMEANORS, NUISANCES AND ANIMALS

Chapter 6

ANIMAL CONTROL

ARTICLE C. IMPOUNDMENT, REDEMPTION, ADOPTION AND DISPOSITION

6-6C-1: POUND ESTABLISHED:

6-6C-2: IMPOUNDMENT OF ANIMALS:

6-6C-3: REDEMPTION/RECLAMATION OF IMPOUNDED ANIMALS:

6-6C-4: FEES:

6-6C-5: ADOPTION OF IMPOUNDED ANIMALS NOT REDEEMED OR RECLAIMED:

6-6C-6: DISPOSITION OF UNCLAIMED/NOT ADOPTED ANIMALS:

6-6C-7: RECORDS AND PROCEEDS:

6-6C-8: PROHIBITED ACTS:

6-6C-1: POUND ESTABLISHED:

A city pound is established under the jurisdiction of the police department and the municipal court. It shall be under the immediate control of the animal control officer or of such other person as may be officially designated. The person in charge of the pound shall provide proper sustenance and water for all animals impounded and shall treat them in a humane manner.

6-6C-2: IMPOUNDMENT OF ANIMALS:

- A. The animal control officer, a police officer or such other officer or employee of the city as may be authorized by the city manager:
 - 1. Shall take into custody and impound any "nuisance animal", any "potentially dangerous dog", any "dangerous dog" or any animal running "at large", as those terms are defined in section 6-6-1 of this chapter.
 - 2. May, to the fullest extent necessary and without jeopardy to the safety of him/herself or others, enter upon the premises of the owner of such animal as described in subsection A.1. of this section, or other public or private premises to take such animal into custody.
 - 3. If such animal cannot be apprehended with reasonable effort and safety, may tranquilize or kill such animal as reasonably necessary and justifiable under the circumstances, whether on private or public premises.
- B. Any other person may take such animal into custody and present deliver such animal to the authority in charge of the pound for impoundment, provided that a private citizen may not enter upon private premises of any other person to effect capture of such animal.
- C. The owner of any animal(s) that is/are taken into custody as provided in this article, if charged with any violation of this chapter, shall be presented to the municipal court on the earliest available docket to minimize as much as feasible the term of such impoundment.
- D. Any animal(s) captured and impounded as provided in this article whose owner is not identified or whose owner is not compliant with or for any reason not subject to the jurisdiction of the municipal court shall be dealt with in a manner consistent with the provisions of this article.
- E. Upon the passage of a minimum of five days (120 hours) following apprehension and impoundment of such an animal, unless the animal is being held by the animal control officer pending the disposition of an action against the owner or other responsible party, or upon the passage of a minimum of three days (72 hours) following adjudication of the animal's status by the municipal court, the animal may be sold (adopted), euthanized or otherwise disposed of in a humane manner by the animal control officer, provided the animal is not redeemed by the owner or otherwise reclaimed by any person, all as provided in this article.

6-6C-3: REDEMPTION/RECLAMATION OF IMPOUNDED ANIMALS:

- A. An owner of an impounded animal or his or her agent or another responsible party, except in the case of an animal which is the subject of a pending action in municipal court, may redeem or reclaim the animal, prior to its sale (adoption), removal or destruction as provided for herein, by paying the required fees as provided in section 6-6C-4, including impoundment fees, vaccination costs if applicable and any assessed court fines or costs, upon providing satisfactory proof of

ownership or other responsibility and meeting any other requirements which may be prescribed in this chapter.

- B. Notwithstanding subsection A of this section, when, in the judgment of the animal control officer pursuant to provisions of this chapter, an animal being held pending adjudication by the municipal court should be further detained, removed outside the jurisdiction of the city or euthanized for humane reasons, the disposition of such animal may not be determined until the status of such animal has been adjudicated by the municipal court.
- C. An animal confined for rabies observation or other infectious disease may not be reclaimed until the animal control officer authorizes the release and in no case before the observation period is over.
- D. An animal may be reclaimed by the owner within a minimum of five days (120 hours) following apprehension and impoundment if the animal is registered and all applicable fees are paid, the owner or responsible party is identifiable to the satisfaction of the animal control officer and any applicable conditions regarding vaccination, spaying or neutering and other necessary conditions have been met.
- E. Notwithstanding the provisions of subsection D. of this section 6-6C-3, in the event an animal is being held for adjudication of its status by the municipal court, such animal may be released within a minimum of three days (72 hours) following adjudication by the municipal court, provided that all applicable fines and court costs are paid in addition to satisfaction of the conditions in subsection D.
- F. If an impounded animal is not spayed or neutered upon apprehension by the animal control officer, the animal control officer will require that the animal be spayed or neutered prior to release or reclamation at the sole expense of the person seeking release or reclamation.
- G. If an impounded animal is not current with vaccinations for rabies, the animal control officer will require that the animal be vaccinated prior to release or reclamation at the sole expense of the person seeking release or reclamation.

6-6C-4: FEES:

- A. The animal control officer, in conjunction with the city attorney and the city clerk, shall determine fair and appropriate fees to be charged for capturing, impounding, feeding, providing necessary medical care to and otherwise tending to animals that are impounded in accordance with this article; provided that, in no case, shall the fees exceed the actual cost to the city. In computing the fee, a fraction of a day during which an animal is impounded shall be deemed a full day.
- B. Any person redeeming an animal not licensed as required by this chapter shall pay the required registration and license tag fee to the city clerk and present the receipt therefor to the animal control officer before the animal may be released. If an animal has been licensed, the animal control officer shall require sufficient evidence of the proper licensing of the animal before releasing it.
- C. Any person redeeming an impounded animal shall pay the required fees, along with any applicable fines and costs owing to the municipal court, to the court clerk and shall

present his or her receipt therefor, along with proof of vaccination and registration as otherwise required by this chapter, to the animal control officer before the animal may be released.

- D. The foregoing fees apply only to the redemption and reclamation of animals impounded for violations of this chapter. Fees applicable to the adoption of animals not otherwise redeemed or reclaimed shall be exclusively those identified in section 6-6C-5.

6-6C-5: ADOPTION OF IMPOUNDED ANIMALS NOT REDEEMED OR RECLAIMED:

- A. If the owner of an impounded animal cannot be identified by tag or otherwise, or if no identified owner or other responsible party undertakes to redeem or reclaim such animal, the animal control officer shall publish notice that the animal may be sold (adopted), removed from the jurisdiction of the city or euthanized upon the passage of a minimum of five days (120 hours) following impoundment or, if being held pending adjudication in the municipal court, upon the passage of a minimum of three days (72 hours) following such adjudication.
- B. Contents of the notice must include, at a minimum and not limited to, the following information:

The following animal(s): [to be identified by picture, name if known, species of animal, breed (if known) and such other descriptive features as may be helpful to recognition by an interested party] has/have been apprehended and impounded in the pound of the City of Glenpool, Oklahoma for (describe offense), which is contrary to provisions of the ordinances of the City of Glenpool. Such animals, having not been redeemed or reclaimed within the time periods established by ordinance, have been deemed eligible for adoption by the first qualified person to make application to the animal control officer and pay all costs imposed on the face of the application to the animal control officer. Qualifications for adoption, and the fees for adoption, shall be determined in accordance with the terms of an adoption application form.

- C. The notice shall be published as follows:
1. If the owner or other responsible party is known, notice may be given in person or by certified mail to the owner or may be left at the owner's address with a person fourteen years of age or older.
 2. Posted for public display within the lobby of the police department and the utility billing building.
 3. Displayed on the city website or any other public media site operated by the city of Glenpool.
 4. Notice must be so published for no fewer than five days (120 hours) before adoption is undertaken.
- D. Adoption sales herein provided for shall be for cash or certified funds to the first interested party with ability to pay and who completes an adoption application in a form to be prescribed by the city attorney and the city clerk, as the same may be from time to time amended in ways not inconsistent with the provisions of this chapter.

- E. Application forms for adoption shall be submitted to the animal control officer who shall approve or deny such application in his or her sole discretion reasonably applied and adoptions shall be conducted by, or under the direction of, the animal control officer.
- F. If there is no interest in an animal offered for adoption, the animal control officer may euthanize the animal, or have it euthanized, in a humane manner.
- G. The purchaser of an animal by sale (adoption) held as provided herein, shall acquire absolute title to the animal purchased and shall be responsible for all registration fees, neutering or spaying, vaccinations and such other acts as may be required by this chapter.
- H. The animal control officer shall pay to the city clerk all monies received from the sale (adoption) of impounded animals on the day they are received or on the immediately next day upon which the office of the city clerk is open for business.

6-6C-6: DISPOSITION OF UNCLAIMED/NOT ADOPTED ANIMALS:

- A. If, in the judgment and discretion of the animal control officer or if so adjudicated by the municipal court, any impounded animal that is not redeemed or reclaimed by its owner or another responsible party, and is not adopted, or for any humane reason should be removed from the jurisdiction of the city or be destroyed, then the animal control officer may, after a minimum of five days (120 hours) after the time for reclaiming such animal has expired, euthanize or cause the animal to be removed from the jurisdiction of the city or euthanized and, in the case of euthanasia, cause the body thereof to be disposed of as required by applicable law.
- B. Notwithstanding the provisions of subsection A, if in the judgment and discretion of the animal control officer or if so adjudicated by the municipal control, any animal shall be deemed not eligible for redemption, reclamation or removal from the jurisdiction because it presents an immediate and irremediable threat to public health or safety, then the animal control officer shall promptly euthanize or cause the animal to be euthanized and cause the body thereof to be disposed of as required by applicable law.

6-6C-7: RECORDS AND PROCEEDS:

It is the duty of the animal control officer to enter into a logbook to be kept in his or her office for that purpose the description and date of the seizure of all animals taken under the provisions of this chapter, the place where impoundment occurred, the cause for impoundment, the name of the owner if known, the date of any notice(s) posted, and all subsequent proceedings relating to the disposition of the animal, including adoption and the amount realized if adopted pursuant to this article. All fees and proceeds of sales (adoption) collected by the animal control officer shall be paid to the city clerk.

6-6C-8: PROHIBITED ACTS:

No unauthorized person shall:

- A. Break or attempt to break open the pound, or take out or release any animal therefrom.
- B. Take or attempt to take from any officer or employee of the city any animal taken into custody as provided by this chapter.
- C. In any manner interfere with or hinder an officer or employee in the discharge of his or her duties relating to the taking into custody and impounding of animals as provided in this chapter.

§ 3. Except as otherwise amended by this Ordinance, Title 6, Misdemeanors, Nuisances and Animals; Chapter 6, Animal Control; Article C, Impoundment, Redemption, Adoption and Disposition, of the Code of Ordinances of the City of Glenpool, Oklahoma, (2013), shall remain in full force and effect.

§ 4. All ordinances or parts of ordinances in conflict herewith shall be and the same are hereby repealed.

PASSED AND APPROVED by the City Council of the City of Glenpool this 15th day of June 2015.

Timothy Lee Fox, Mayor

Attest:

[SEAL]

Susan White, City Clerk

Approved as to form:

Lowell Peterson, City Attorney



Shelter Animal Adoption Application

NOTE: Adopting a pet is a serious and long-term commitment. This application is intended to assist the Animal Control Officer in making a determination that you are best prepared for such a commitment. Please complete thoroughly and accurately.

SHELTER ANIMAL INFORMATION

Name of the animal you are interested in adopting: _____

Age (if known or approximate): _____

Breed (if known or distinctive features): _____

ADOPTION INFORMATION

Reasons for adopting this animal (circle all that apply)

Family pet Child's pet Therapy companion Hunting dog
Guard animal for home/business Companion for other pet(s) Gift
I love animals and want to help an animal in need

ENVIRONMENTAL INFORMATION

Will the animal be kept inside or outside the majority of the time?

Where will this animal spend its time when you are away?

Do you have a fenced-in yard? _____

When outside, how will your pet be contained? (circle all that apply)

Fence Invisible Fence Walk on leash
Tether/chain Animal Run/Kennel Cable Trolley
Other: _____

NOTE: When an animal is outside he or she must have access to food, water and shelter at ALL TIMES!

How many hours a day will the animal be left alone? _____

If necessary, what methods will you use to house train your animal?

What are the conditions of your animal's new environment that will require time and/or the cooperation of other people for adjustment?

NOTE: Please be aware that a new environment is stressful for your animal and he or she may exhibit uncharacteristic behavior.

Are you willing to work through any adjustment issues your animal may exhibit? _____

Are other residents of the animal's new home welcoming to the animal? _____

Will they agree to cooperate in the animal's adjustment period? _____

Are other pets in the home? _____

If Yes, how many: _____ Age(s): _____

Species (cat, dog, other): _____

What breed(s): _____

Are the other pets spayed/neutered? _____

Current on all vaccinations? _____

Registered/Tagged with city or town of residence? _____

How will you introduce your animal to other animals in your home?

What veterinary hospital do you use or will you use?

Have you ever given an animal up? _____

If yes, why and where did you take it?

APPLICANT INFORMATION

Name _____

Full Address _____

Phone Number(s) Home: _____ Cell: _____

Email Address _____

Do you own or rent _____ If you rent does your lease allow animals? _____

Landlord's Name _____

Landlord's phone number _____

Have you ever applied to adopt or adopted from our shelter or any other animal shelter before? _____

If you have adopted from another shelter, which one was it?

Are you financially prepared to take on the added expenses of a new pet in your house (to include food, medical care, registration, etc.)? _____

Emergency Contact Information: Name _____

Full Address _____

Phone Number: _____ Relation _____

DISCLOSURES (Initial as Applicable)

I agree that, to the best of my knowledge and belief, the above information is true and accurate. _____

I acknowledge that the City of Glenpool is not liable for any medical problems the animal may have now or at any time in the future. _____

I agree to hold the City of Glenpool harmless (not liable) for any bites or other injuries any person may receive from this animal at any time or place. _____

I promise that the animal will be confined to the new owner's property at all times except as otherwise permitted for temporary purposes, and will be under the control of an adult person at all times when off such premises, according to the City Code. _____

The animal will be confined to/in/on the new owner's property at all times except for lawful purposes for taking the animal off the property, at which time the animal will be leashed or otherwise under the complete control of the owner. _____

The owner will be subject to citation and/or animal seizure if any provision of the City Animal Code is violated. _____

Vaccinations and shots for the animal must be up-to-date at the time of adoption. I agree to pay for all costs associated with such medical procedures as are necessary. _____

New owner agrees to abide by all ordinances of the City of Glenpool, or other jurisdiction where the animal will reside, and State laws pertaining to the animal. _____

Animal Control may attempt to keep in touch with the animal(s) that you adopt to make sure they are adjusting to their new home. Are you okay with this? _____

City of Glenpool registration and microchip installation are required prior to adoption. I agree to pay the registration fee and cost of microchip installation as part of the application fee.

The animal must be spayed or neutered by a licensed vet or veterinary clinic prior to adoption. I agree to pay all costs associated with such procedure as part of the application fee. _____

The animal must have a medical examination prior to adoption. I agree to pay all costs associated with such examination, and any resulting medical care, as part of the application fee. _____

The animal must be current on his or her rabies shot and any other required vaccinations prior to adoption. I agree to pay the costs for such procedures as part of the application fee: _____

I understand and agree to all foregoing disclosures and will abide by them in accordance with the Animal Code of the City of Glenpool, or such rules and regulations as apply to any other jurisdiction in which the adopted animal resides.

I further understand and agree that, if the animal resides in Glenpool, the animal and/or my property may be subject to inspection at any time by the Animal Control Officer.

I understand and agree that the Glenpool Animal Control Shelter cannot and does not guarantee the health, temperament or training of the described animal and I hereby indemnify, release and hold harmless the City of Glenpool, the Animal Control Officer and the Glenpool Animal Control Shelter from all claims and liability of any kind once the animal is in my possession.

Signature _____ Date _____

Fee Schedule: ***Due at time of application***

One-year registration/microchip fee (if not installed at the time of impoundment): \$15.00

Neuter/spay charge (if not altered at the time of impoundment): \$50.00

Medical examination, age appropriate vaccinations and de-worming: (actual cost)

Any other requirements at actual cost to City (no mark-up) (actual cost)

Total Adoption Fee

\$ _____

Please keep us updated on all adopted (animal)s. We LOVE getting reports on all our guys and gals at the Shelter.

THANK YOU!!

NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
SPECIAL MEETING

A Special Session of the Glenpool Utility Service Authority will be held immediately following the Glenpool City Council meeting, which starts at 6:00 p.m. on Monday, June 15, 2015, at Glenpool City Hall, City Council Chambers, 3rd Floor, 12205 S. Yukon Ave., Glenpool, Oklahoma.

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

AGENDA

- A. Call to Order
- B. Roll call, declaration of quorum
- C. Scheduled Business
 - 1) Discussion and possible action to ratify the action of the Glenpool City Council adopting Resolution No. 15-06-01 as it pertains to the FY Budget of the Glenpool Utility Service Authority.
(Julie Casteen, Finance Director)
 - 2) Discussion and possible action to notify Severn Trent Environmental Services, Inc., of the Authority's decision to terminate as of August 31, 2015, the Operation Maintenance and Service Agreement dated September 1, 2010, in accordance with its terms.
(Roger Kolman, City Manager)
- D. Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____, 2015 at ____:____ am/pm.

Signed: _____
Clerk



To: CHAIRMAN, MEMBERS OF THE BOARD
From: Roger Kolman, City Manager
Date: June 15, 2015
Subject: Contract Termination

Background:

In September 2010 the Glenpool Utility Services Authority engaged the services of Severn Trent Environmental Services, Inc. ('Severn Trent') to provide services related to the operation and maintenance of GUSA's utility systems. The initial contract had a five year term, expiring August 31, 2015. That contract is set to automatically renew unless the GUSA Board provides written notice to Severn Trent, at least 60 days before the contract expiration date, of their intent to not renew the contract.

Staff has studied the issue for approximately 6 months in order to determine the best course of action related to the future operation of the utility systems and to provide a recommendation to the GUSA Board. It has been determined that the only two viable options for the Board to consider are: 1) contract with a qualified utility operator for the operation and maintenance of the utility systems, or 2) bring those services back in house under the guise of a Public Works Department.

In order to better understand the first option, staff solicited bids from Severn Trent and U.S. Water Services Corporation (USW) to provide services related to the operation and maintenance of the water and wastewater systems and to run the wastewater plant. Both firms currently provide similar services to municipal and other governmental clients across the United States and both firms come highly recommended by their clients. The results of that solicitation were:

<u>Firm</u>	<u>Year 1</u>
Severn Trent	\$1,087,357
USW	\$ 992,924

Both firm's year 1 costs include maintenance and supplies allowances, with the provision that costs exceeding those allowances are paid to the contractor at the end of the contract year. Additionally, both bids include annual cost accelerations for years 2 through 5 of the contract.

The second option under consideration called for GUSA to bring those services back in house by hiring qualified personnel to operate and maintain the utility systems. As with any municipal operation, the catch is finding the right, qualified personnel to perform those duties. Staff believes that those individuals have been identified, and are willing make the commitment to come to Glenpool to take on this project for the foreseeable future.



The estimated costs for bringing the services back in house are:

Personnel	\$462,000
Supplies	\$140,000
Capital/Maint.	\$200,000
Consultants	\$ 15,000
	\$817,000

This budget calls for 9 to 10 FTE's and includes adequate provisions for chemical costs and maintenance/replacement of infrastructure.

The most significant risks of bringing the services back in house are finding and keeping personnel with the necessary licenses to operate the systems that GUSA has, and finding personnel/consultants with the knowledge and skills to lend assistance when needed. Staff believes that both of those risks are adequately mitigated with the personnel that have been identified and the consultants that GUSA and the city currently utilize.

GUSA is committed to providing safe and clean utilities to its customers, using the most effective and efficient methods at the lowest possible costs. Given the foregoing, bringing the services back in house is the most viable solution. Additionally, the recently completed utility rate study required a decrease in operating costs of at least \$200,000, which will be achieved through cost savings here as well as other savings existing in the proposed budget for FY 2015-2016.

Staff Recommendation:

Staff's recommendation is to provide a letter to Severn Trent notifying them of GUSA's intent to not renew their contract effective August 31, 2015 and to bring the services currently provided by Severn Trent back under the direct supervision of GUSA and the City of Glenpool.

Attachments:

Letter of Termination – Severn Trent



Glenpool Utility Services Authority

June 15, 2015

Severn Trent Environmental Services, Inc.
Attn: John Bannon, Regional Manager
1200 East Georgia Avenue
Chickasha, OK 73018

Corporate Office
Suite 300, 580 Virginia Drive
Fort Washington, PA 19034

Elias Group LLP
Attn: Dan Elias, Esq.
411 Theodore Fremd Avenue
Rye, NY 10580

**Re: Notification of Termination of Services
Operation and Maintenance Services Agreement
Glenpool, OK**

Dear Mr. Bannon, and others:

In compliance with Article 9, Term and Termination, Section 9.1, Term (b), of the Operation and Maintenance Service Agreement between Severn Trent Environmental Services, Inc. and the Glenpool Utility Services Authority dated September 1, 2010, (the "Agreement") you are hereby notified that the Authority Board of Trustees has voted to cancel the Agreement in its entirety, effective August 31, 2015.

As provided by subsection 9.1(a), the Agreement will have been in full force and effect from the Commencement Date, defined in Article 1 as September 1, 2010, for five years. The automatic renewal provision of subsection 9.1(b) is of no effect if the Agreement is cancelled in writing by either party at least 60 days prior to the expiration of the current Agreement Year, as defined in Article 1, *i.e.*, by no later than July 1, 2015. This notice will be deemed effective no later than five days following the posted date.

In preparation for the transfer of services back to the Authority, we ask that your staff prepare a complete list of all equipment, supplies, and materials currently utilized in the operations of the Authority's Facilities, as defined in Article 1 of the Agreement by no later than May 1, 2015. Once completed, that list should be forwarded to the Glenpool City Engineer, Lynn Burrow, for review and should be updated as new materials are ordered or consumed.

The Authority will begin hiring staff in the near future in order to prepare to take over operations on September 1. We ask that your current management and operations staff work cooperatively with our staff to make that transition as smooth as possible for our customers. During this transition phase, we anticipate a series of meetings and onsite visits between Severn Trent and the Authority's staff. You may contact Lynn at (918) 209-4613 to make the arrangements for this planning session.

Thank you for your service and for your attention to these matters.

Sincerely,

Timothy Lee Fox, Chair
Glenpool Utility Services Authority, Board of Trustees

CC: Roger Kolman, City Manager
Lynn Burrow, Director of Community Development
Lowell Peterson, City Attorney

**NOTICE
GLENPOOL INDUSTRIAL AUTHORITY
SPECIAL MEETING**

A Special Session of the Glenpool Industrial Authority will begin at 6:00 p.m. immediately following the Glenpool Utility Service Authority Special meeting, Monday, June 15, 2015, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon, 3rd Floor, Glenpool, Oklahoma.

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

AGENDA

- A)** Call to Order.
- B)** Roll call, declaration of quorum.
- C)** Scheduled Business.
 - 1)** Discussion and possible action to ratify the action of the Glenpool City Council adopting Resolution No. 15-06-01 as it pertains to the FY Budget of the Glenpool Industrial Authority.
(Julie Casteen, Finance Director)
 - 2)** Discussion and possible action to enter into Executive Session for the purpose of conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to locate within the city limits of Glenpool such that public disclosure of the matter discussed would interfere with the development of products or services or public disclosure would violate the confidentiality of the business, pursuant to Title 25 Sec. 307(C)(10) of the Oklahoma Statutes (Open Meeting Act).
(Lowell Peterson, City Attorney)
 - 3)** Discussion and possible action to reconvene in Regular Session.
(Timothy Lee Fox, Chairman)
 - 4)** Discussion and possible action to authorize the City Manager to enter into negotiations with one or more entities regarding the sale of real property owned by the Glenpool Industrial Authority located generally at the intersection of US Highway 75 and 156th Street in Glenpool, Oklahoma, and identified as Tulsa County Assessor's Parcel 97223-72-23-24010.
(Roger Kolman, City Manager)
- D)** Adjournment.

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____, 2015 at _____ am/pm.

Signed: _____
City Clerk

**NOTICE
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
SPECIAL MEETING**

A Special Session of the Glenpool Area Emergency Medical Service District will begin at 6:00 p.m. immediately following the Glenpool Industrial Authority Special meeting, Monday, June 15, 2015, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration at that time:

AGENDA

A) Call to Order

B) Roll call, declaration of quorum

C) Public Hearing

Open Hearing

The Chairman shall conduct a Public Hearing to invite public comment concerning the FY 2015-2016 Annual Budget.

Close Hearing

D) Scheduled Business

- 1)** Discussion and possible action to ratify the action of the Glenpool City Council adopting Resolution No. 15-06-01 as it pertains to the FY Budget of the Glenpool Area Emergency Medical Service District.
(Julie Casteen, Finance Director)

E) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma on _____, 2015, _____am/pm.

Signed: _____
District Clerk/Secretary