NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on Monday, May 4, 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 - Tim Fox, Mayor

B) Roll call, declaration of quorum – Susan White, City Clerk; Tim Fox, Mayor

C) Invocation – Greg Conner, Faith Church

D) Pledge of Allegiance – Tim Fox, Mayor

E) Glenpool Conference Center Report – Lea Ann Reed, Conference Center Director

F) Community Development Report – Lynn Burrow, Community Development Director

G) Chamber of Commerce Report – Amy Rogers, President

H) City Manager Report – Roger Kolman, City Manager

I) Mayor Report – Tim Fox, Mayor

J) Council Comments

K) Public Comments

L) Public Recognition and Award Presentation for Alyce Korb - Tim Fox, Mayor

M) Scheduled Business

1) Discussion and possible action to approve minutes from April 20, 2015 meeting.

2) Discussion and possible action to adopt Ordinance No. 697, An Ordinance Amending Ordinance No. 458, By Rezoning Certain Property Described Herein From Agriculture (AG) To Commercial General (CG), As Recommended By The Planning Commission Under Application GZ-246; And Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith.
(Rick Malone, City Planner)

3) Discussion and possible action to approve the Glenpool Water Tower Project Capital Improvements Agreement Between the Board of County Commissioners, Tulsa County, Oklahoma, and City of Glenpool, Oklahoma, implementing the March 4, 2015, award of

$1,540,641.00 of Excess Sales Tax to the City of Glenpool by the Tulsa County Vision Authority, and authorizing Mayor Fox to sign the Agreement, subject to such minor amendments as may be approved by the Board of County Commissioners.
(Roger Kolman, City Manager)

4) Discussion and possible action to amend the 2015 Regular Meeting Calendar, to reschedule the May 18, 2015 meeting for May 19, 2015.
(Roger Kolman, City Manager)

5) Discussion and possible action to elect two members to the Board of Trustees of the Oklahoma Municipal Assurance Group for three-year terms commencing July 1, 2015.
(Susan White, City Clerk)

6) Discussion and possible action to approve and authorize the City Manager to execute the FY 2015 – 2016 Addendum to the Public Works Project Contract entered into by and between the Oklahoma Department of Corrections and the City of Glenpool, dated December 14, 2011, for the purpose of assigning minimum security and community release eligible offenders to a public works project in the City of Glenpool, and further authorizing the expenditure of up to a maximum of $750.00 base cost and a maximum of $60.00 per prisoner per month, as set forth in the proposed Addendum.
(Lynn Burrow, Community Development Director)

7) Discussion and possible action to appoint Richard Watts and Howard Nelson to the Glenpool Planning Commission and Board of Adjustment, each serving a three year term commencing May 2015.
(Tim Fox, Mayor)

8) Discussion and possible action to complete annual (or initial, as applicable) endorsement of the City of Glenpool Restated Code of Ethics and Policy Statement for Elected and Appointed Officials.
(Lowell Peterson, City Attorney)

9) Discussion and possible action to appoint a designee from the City Council to represent the City of Glenpool on the Indian Nations Council of Governments governing board; and an alternate to attend in the designees' absence.
(Lowell Peterson, City Attorney)

10) Discussion and possible action to adopt Resolution No. 15-04-01, A Resolution Adopting The City Of Glenpool Social Media Policy And Directing Its Inclusion In The City Of Glenpool Employee Handbook And Personnel Policies.
(Lowell Peterson, City Attorney)

11) Discussion and possible action to authorize Mayor Fox or his designee to execute a Lender's Certificate with BancFirst for the purpose of obtaining two letters of credit in connection with securing payments owing, or to be owed, during implementation of the Agreement of Compromise, Settlement and Release between and among the City of Glenpool, the Glenpool Utility Services Authority and Creek County Rural Water District No. 2.
(Lowell Peterson, City Attorney)

12) 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 Shall Be Employed By Contract With The City Council Upon The Non-Binding Recommendation Of The City Manager, 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.
(Lowell Peterson, City Attorney)

13) Discussion and possible action to adopt Emergency Clause with respect to Ordinance No. 698.
(Lowell Peterson, City Attorney)

14) Discussion and possible action to enter into Executive Session for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of a salaried public employee pursuant to Title 25 Sec. 307(B)(1) of the Oklahoma Statutes (Open Meeting Act); *to wit*, discussion of draft City Attorney Employment Agreement between the City Council and Lowell Peterson, City Attorney.
(Lowell Peterson, City Attorney)

15) Possible action to reconvene in Regular Session.

16) Discussion and possible action to enter into Executive Session for the purpose of discussing confidential communications between and among the Glenpool City Council/Glenpool Utility Services Authority Board of Trustees, both represented by the City/Trust Attorney and Special Counsel, concerning a pending investigation, claim, or action as to which the City and the Authority, with the advice of their Attorney, have determined that disclosure will seriously impair the ability of the City and the Authority to process the claim or conduct a pending investigation, litigation or proceeding in the public interest, pursuant to Title 25 Sec. 307(B)(4) of the Oklahoma Statutes (Open Meeting Act), *to wit*, discussion of negotiations between the parties following the recent decision by Judge Payne to deny the parties' joint motion for an administrative closing order and set the case for trial in June 2015 [USDC ND/OK Case No. 11-cv-441-JHP-FHM].
(Lowell Peterson, City/Trust Attorney)

17) Possible action to reconvene in Regular Session.

N) 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

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

MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LEA ANN REED
CONFERENCE CENTER DIRECTOR

RE: CONFERENCE CENTER REPORT APRIL 2015

DATE: APRIL 28, 2015

BACKGROUND

During the month of April, the conference center held 2 weddings, 8 corporate meetings and 4 proms including Glenpool, Haskell, Kellyville and Preston. The second weekend we hosted the Northeast Oklahoma Square Dance Association Festival that brought hundreds of square dancers into our community, many out-of-state occupying hotel rooms. We also hosted the new hire training rally for 250 Main Event Entertainment employees. On April 30th, Rodan & Fields will host an event for 350 new consultants & customers.

Over the past month, the conference center revenue was $33,594 bringing the total revenue for the fiscal year to $265,069.

The Family Movie Night that was scheduled on April 18th has been rescheduled on May 16th at 8:30pm in Black Gold Park. The inaugural Glenpool Black Gold Car Show was held on April 25th and it was a huge success! There were 128 registered cars and hundreds of attendees along 141st St. from Birch St. to Fern St. We are looking forward to planning next year's car show.

Lea Ann Reed, Conference Center Director
Phone: 918-209-4632 I Fax: 918-209-4626
lreed@cityofglenpool.com
www.glenpoolconferencecenter.com

City Of Glenpool
Creating Opportunity

Community Development Director's Report

April 28, 2015

To: Glenpool City Council & Glenpool Utility Services Authority

Councilors and Board Members,

The following report highlights and summarizes the various activities that are currently being addressed and processed by the Community Development Department related to major public and private improvement and construction projects:

City/Public Related Projects:

Signalization Project – 121st Street & US Highway No.75:

- At this time, the engineering design and construction plans developed for the project have been officially approved by ODOT.
- ODOT has also approved a final estimate of construction costs involved with the installation of these improvements based on other recent similar projects and the Engineer's Estimate provided by the design consultant.
- The City has received a formal invoice from ODOT covering the agreed upon 25% share of estimated project cost. The total amount paid by the City is approximately $48,000 as was approved by Council April 6th.
- ODOT will now place the project out to public bid, receive bids, award the project to the successful Bidder, and administer the contracted work through completion.
- Actual construction is estimated to take approximately ninety (90) days to fully complete and become operational.
- Project completion is estimated to be on or before October 1st, 2015 - at which time the City must accept the new improvements for maintenance purposes.

Longhorn Sewage Liftstation Rehabilitation Project:

- OG&E has completed a new 3-phase electric service line and meter panel installation as required to serve the new station improvements.
- Valve vault and exterior piping modifications have been completed.

- Perimeter retaining wall construction has been fully completed.
- The Contractor has received and installed the new pumps, motors, and control panel equipment. and is in the process of station start-up.
- Delivery and installation of the auxiliary emergency power generator has been completed.
- Full station operation will be complete by April 30th.
- Full project completion and contract close-out is anticipated by May 15th.

Public Stormwater Detention Facility Rehabilitation Project:

- Completion of the Glen Park detention project is anticipated in May – depending on weather conditions and available personnel due to our spring and summer mowing operation.

Private Development and/or Building Projects:

Grandview Heights Apartments: MonTapp Addition

- At this time, all buildings in the project are in various stages of completion.
- Pre-leasing activities have started with accommodations having been made for office space on the first floor of the Conference Center to provide an area for apartment unit lease reservations.
- The project's clubhouse is anticipated to be complete and open for permanent leasing operations by the end of May.
- The Developer and General Contractor have not disclosed a full project completion date.

Mansfield Lane Residential Subdivision:

- Home Creations Building Company has submitted and received a total of fifteen (15) building permits in the addition. Currently, there are 12 homes under construction in various stages of completion.

Glen Abbey Addition: Phase II

- As of this date, the City Building Department has received, processed, and issued twenty two (22) building permits in this phase of the addition. Currently, there are a total of 20 homes under construction in various stages of completion.
-

The Crossings at Glenpool Phase IV:

- This phase of the overall addition features forty three (43) residential lots.
- At this time, all lots have been issued building permits.

- Currently, here are a total of 23 homes under construction in various stages of completion.

The Crossings at Glenpool Phase V:

- The development construction and installation of utility system infrastructure within this last phase of the overall project is underway and will contain a total of forty two (42) residential lots when completed.
- Completion of all development infrastructure improvements is anticipated to be approximately May 15, 2015.
- Acceptance of the public improvements and recording of the subdivision plat is anticipated on or before June 1, 2015
- Building permits will likely be available by June 1st as well.

Texon Industrial Facility:

- This petroleum blending project is located on an Industrial Zoned 15.19 acre parcel at the northeast corner of 131st Street and US Highway 75.
- The construction of the site improvements is well underway at this time but has been impacted somewhat by recent weather conditions.
- The developer is predicting final project completion and start-up of operations by approximately June 1st.

Mastercraft Floor Covering Project:

- This project is located on a commercial lot in Rolling Meadow Apartment Addition on the south side of 146th Street - approximately 500' west of US Highway 75.
- The project consists of a single story, 8000 square foot, multi-tenant, office/warehouse type building situated on a 1.84 acre site.
- Currently, the project is in the final interior tenant build-out and site improvement stage of construction.
- Final building Certificate of Occupancy is anticipated by approximately May 15th, 2015.

American "T's"

- American "T's" has announced the development and construction of a new commercial facility on the north side of 151st Street fronting onto Dogwood Avenue.
- The project will incorporate an existing building previously known as Bonnet Dentistry and also includes the construction of a new attached single story 5600 s.f. building structure.
- All site and building related construction permits have been issued for the project.
- At this time, the building construction is well underway.
- The Owner has not issued an anticipated project completion date.

New Development Projects:

Sunoco Project

- Sunoco Corporation has announced their intent to develop and construct a butane fuel blending facility on a parcel located on the east side of US Highway 75 at approximately 128th Street - immediately north of the new Texon facility.
- The Glenpool Planning Commission has reviewed and approved a Sketch Plat application for the project.
- At this time, Staff is anticipating the submittal of a Conditional Final subdivision plat covering the project site on or before June 1st, 2015.

Ford Development Company

- Ford Development Company has requested and has been granted approval to annex a certain 80 acre tract located along the east side of US Highway 75 north of 171st Street
- The Developer has also applied for and been granted CG Commercial zoning for the property as well as Board of Adjustment approval to allow the development of a trucking company operation on a site within the overall development near 166th Street.

Glenpool Residential and Commercial Building Permit Statistics thru April:

• New Residential Permits Issued in April 2015:	8 Total
• New Commercial Permits Issued in April 2015:	-0-
• Current Active Residential Permits:	109 Total
• Current Active Commercial Permits:	9 Total
• 2014 Residential Permits Issued thru April:	31 Total
• 2015 Residential Permits Issued thru April:	56 Total
• 2014 Commercial Permits Issued thru April:	2 Total
• 2015 Commercial Permits Issued thru April:	4 Total

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Company, Inc.
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AVAILABLE
PRO3uild
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S. HICKORY PL
E. HICKORY ST

Mansfield Lane

E. 147th ST
Mansfield Lane
Brandi Rolen
918-688-4581
This Home For Sale!
HOME CREATIONS.com
832-0999

Mansfield Lane

SOLD

DRYline
836-9929

his Home For Sale!
HOME CREATIONS
832-0999
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SOLD

SOLD

GLENN ABBEY

NEW HOMES

THE CROSSING

Pecan
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E 135TH PL
POPLAR
HomeGuard
M&M Lumber Co.
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Glenpool Chamber of Commerce
Monthly Chamber Report for May 2015

Member Statistics		*Contacts made:*		
	Actual New Members	In Person	Phone	Email
Potential Membership	7	20+	20+	200+
Potential visited in person O'Reilly's/Wildwoods/Main Event/Osage Casino/Gander Mountain/Marshall Brewing Co/ Leslie's Pools/Sonic/Sinclair/Abitl Finishing/				
	Actual Current Membership	In Person	Phone	Email
Current Membership	222	25+	50+	100+
New Members: Carletti Dentistry/Explorer Pipeline/Starbucks/Harper's Hut/Roughnecks/@AT Link/MyanMar Christian Church /				
Luncheon Attendance: Jan./58, Feb/92, Mar/96, Apr/69				

Contacts made:	*Ribbon Cuttings*	*In Person*	*Phone*	*Email*
Community Marketing-Events	2	20+	100+	2300

April/May 2015
City Council Meeting: May 4 and 18th at 6pm
Glenpool Chamber Luncheon, May 13 at 11:30, Tornado Tower
@ATLink Ribbon Cutting: April 22 at 2pm, Conference Center
Ambassador Committee meeting : May 1, The Well, Noon
Glenpool Chamber Board Meeting : May 20, Conference Center 8 am
Optimist Meeting: May 7, Mabrey Bank 8am
Lion's Club Meeting : May 7
BGD Committee: 530pm Conference Center, May 7, 14
Movie Night: May 16 830pm
OneVoice at the Capitol Events: Luncheon May 20 11am
Legislative Briefing: 730am, May 1/June 6
Junior Ambassador Roll-out: August 2015
Government Relations: May 14, Noon
Fishing Derby: June 6th TBD, 8-noon, Conference Center
Eggs over Issues: IHOP 8am Senator Dan Newberry, May 8
Last Day of School: May 21

Contacts made:	*New Comer Packs Distributed*	*In Person*	*Phone*	*Email*
Public Relations	75	X	X	X

Golf Tournament
Council Forum
Legislative Briefing Breakfast, May 1; 730am
Main Event
Trash Off Day
Day at the Capitol, May 20
Ribbon Cutting @AtLink Broadband, Conference Center

Up Coming Events:

- May 4, City Council Forum, 6pm Conference Center
- May 13, Membership Luncheon Tornado Tower
- Movie Night: May 18, 8:30 BGP
- May 20, Monthly Capitol Luncheon
- Legislative Breakfast May 1

What We've Been Up To

- Planning Black Gold Days, June 18-21
- Updating website
- Reprinting Maps/guides
- Business Community Survey on Survey Monkey
- Implementing Junior Ambassador Program with the School/Ambassadors-August
- Planning Job Fair for May with TCC/High School/Businesses-May
- Planning Fishing Derby for June 6th
- Sending 75 bags to Water Department each month for newcomers
- Weekly Newsletters
- Social Media/Facebook/ Twitter updates
- Lobby Issues for OneVoice supported for Tulsa Region Economic Success

Community Dates to Remember

June 6th- Fishing Derby, 8am-12noon, Glenpool Conference Center

May13th-Chamber Membership Luncheon

May 29th - GLENPOOL SCHOOLS ACADEMIC FOUNDATION GOLF TOURNAMENT

MINUTES
CITY COUNCIL MEETING
April 20, 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: Momodou Ceesay, Brandon Kearns; Tim Fox; Patricia Agee; and Jennifer Ballew.

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 Terrell Ogilvie, Deputy Fire Chief.

A) Oath of Office was administered by Susan White, City Clerk to Patricia Agee, Jennifer Ballew and Brandon Kearns.

B) Mayor Ceesay called the meeting to order at 6:07 p.m.

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

D) Rick Malone offered the Invocation.

E) Mayor Ceesay led the Pledge of Allegiance.

F) City Manager Report – Roger Kolman, City Manager

- Mr. Kolman announced the Movie in the Park has been rescheduled to May 16 at Black Gold Park.
- The First Annual Glenpool Car Show is scheduled for Saturday, April 25 from 10:00 am to 2:00 pm.

G) Mayor Report – Momodou Ceesay, Mayor

- Mayor Ceesay congratulated the Council members that prevailed in the recent election. He shared is appreciation to all the Councilors for giving their time to serve the citizens of Glenpool.

H) Council Comments

- None

I) Public Comments

- None

J) Scheduled Business

1) Discussion and possible action to elect Mayor.
MOTION: Councilor Agee moved, second by Mayor Ceesay to nominate Momodou Ceesay for Mayor.
FOR: Councilor Agee; Mayor Ceesay

AGAINST: Councilor Fox; Councilor Ballew; Councilor Kearns
Motion failed.

MOTION: Councilor Agee moved, second by Councilor Ceesay to nominate Brandon Kearns for Mayor.
FOR: Councilor Agee; Councilor Ceesay
AGAINST: Councilor Ballew; Councilor Kearns; Councilor Fox
Motion failed.

MOTION: Councilor Kearns moved, second by Councilor Fox to nominate Tim Fox for Mayor.
FOR: Councilor Ballew; Councilor Fox; Councilor Kearns; Councilor Ceesay
AGAINST: Councilor Agee
Motion carried.

2) **Discussion and possible action to elect Vice-Mayor.**
MOTION: Mayor Fox moved, second by Councilor Kearns to nominate Brandon Kearns for Vice-Mayor.
FOR: Councilor Kearns; Mayor Fox
AGAINST: Councilor Agee; Councilor Ballew; Councilor Ceesay
Motion failed.

MOTION: Councilor Agee moved, second by Councilor Kearns to nominate Momodou Ceesay for Vice-Mayor.
FOR: Councilor Agee; Councilor Ceesay; Councilor Kearns
AGAINST: Councilor Ballew; Mayor Fox
Motion carried.

3) **Discussion and possible action to appoint Brandon Kearns, Patricia Agee and Jennifer Ballew to serve as Trustees on the Glenpool Cemetery Trust Authority, Glenpool Industrial Authority, and Glenpool Utility Service Authority Boards.**
Mr. Kolman, City Manager explained the item represents an administrative action required by the trust indentures to appoint successor trustees of re-elected or newly elected members of the governing body of the Beneficiary.
MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to appoint Brandon Kearns, Patricia Agee and Jennifer Ballew to serve as Trustees on the Glenpool Cemetery Trust Authority, Glenpool Industrial Authority, and Glenpool Utility Service Authority Boards.
FOR: Councilor Kearns; Councilor Agee; Councilor Ballew; Vice Mayor Ceesay; Mayor Fox
AGAINST: None
Motion carried.

4) **Discussion and possible action to recommend to the Tulsa County Commissioners, appointment of Brandon Kearns to the Glenpool Area Emergency Medical Service District, replacing Alyce Korb.**
MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to recommend to the Tulsa County Commissioners, appointment of Brandon Kearns to the Glenpool Area Emergency Medical Service District, replacing Alyce Korb.

FOR: Councilor Agee; Councilor Ballew; Councilor Kearns; Vice Mayor Ceesay; Mayor Fox
AGAINST: None
Motion carried.

5) **Discussion and possible action to approve minutes from April 6, 2015 meeting**.
Vice Mayor Ceesay stated an amendment to the Mayor's Report, correcting the location of the Tulsa County resurfacing project from *161st Street to 171st Street* between Peoria and SH 75.
MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to approve minutes as amended.
FOR: Councilor Ballew; Councilor Kearns; Councilor Agee; Vice-Mayor Ceesay; Mayor Fox
AGAINST: None
Motion carried.

6) **Discussion and possible action to adopt a budget calendar for the FY 2015-2016 annual city budget.**
Mr. Kolman presented for Council consideration, a budget calendar to meet the statutory deadlines for municipal budgets.
MOTION: Councilor Kearns moved, second by Councilor Agee to approve the budget calendar as presented.
FOR: Councilor Kearns; Councilor Agee; Councilor Ballew; Vice-Mayor Ceesay; Mayor Fox
AGAINST: None
Motion carried.

Lowell Peterson, City Attorney recommended the Council set aside convening into Executive Session and convene the GUSA meeting to hold the joint Executive Session concurrently with GUSA.

Mayor Fox declared the meeting suspended at 6:24 p.m.

Mayor Fox declared the meeting reconvened at 6:27 p.m.

7) **Possible action to enter into Executive Session.**
MOTION: Councilor Agee moved, second by Vice Mayor Ceesay to enter Executive Session.
FOR: Councilor Agee; Councilor Ballew; Councilor Kearns; Vice-Mayor Ceesay; Mayor Fox
AGAINST: None
Motion carried.

8) **Executive Session for the purpose of discussing confidential communications between and among the Glenpool City Council/Glenpool Utility Services Authority Board of Trustees, both represented by the City/Trust Attorney and Special Counsel, concerning a pending investigation, claim, or action as to which the City and the Authority, with the advice of their Attorney, have determined that disclosure will seriously impair the**

ability of the City and the Authority to process the claim or conduct a pending investigation, litigation or proceeding in the public interest, pursuant to Title 25 Sec. 307(B)(4) of the Oklahoma Statutes (Open Meeting Act), *to wit*, discussion of negotiations between the parties following the recent decision by Judge Payne to deny the parties' joint motion for an administrative closing order and set the case for trial in June 2015 [USDC ND/OK Case No. 11-cv-441-JHP-FHM].

Councilor Ballew exited the meeting.

9) Possible action to reconvene in Regular Session.

MOTION: Vice Mayor Ceesay moved, second by Councilor Kearns to reconvene in Regular Session at 7:18 p.m.

FOR: Councilor Kearns; Councilor Agee; Vice Mayor Ceesay; Mayor Fox
ABSENT: Councilor Ballew
Motion carried.

K. Adjournment.

- Meeting was adjourned at 7:20 p.m.

_____
Date

_____
Mayor

ATTEST:

_____
City Clerk

City Of Glenpool
Creating Opportunity

TO: GLENPOOL CITY COUNCIL

FROM: RICK MALONE, CITY PLANNER

RE: **GZ-246:** Request from Tanner Consulting, LLC, representing South 75 Business Park, LLC, to rezone their property containing approximately 80 acres ± located at the northeast corner of 171st Street and Highway 75 from AG (Agriculture) to CG (Commercial General).

DATE: May 4th, 2015

Background:

- This owner had previously requested the subject tract be annexed into the city limits of Glenpool and the City Council approved this request on 4/6/15.
- The proposed use for this property is to develop a commercial subdivision by dividing up the property up into 8 lots ranging from 5+ to over 21 acres.
- See the concept plan for the development encompassing the entire 80 acres (attached exhibit "A") which includes a trucking company, funeral home, cemetery and on-site detention area.
- The concept plan includes a trucking company at the northwest corner of this site for which the applicant has requested a Special Exception to allow this use and it was approved on 4/27/15 by the Glenpool Board of Adjustment. This use is contingent on the rezoning of this tract from AG to CG.
- This rezoning request has been approved by the Planning Commission. Once approved by the City Council, all rezoning cases are subject to a platting requirement (section 11-4-9) as a new subdivision.
- Any commercial tract requires the submittal and successful review of an application for Site Plan review by the Planning Commission.

Comprehensive Plan:

The **Glenpool 2030 Comprehensive Plan** provides the basis for the City's zoning policies and this property is designated as: US 75 Corridor District which designates the east side of US 75 to Commercial Uses.

Access:

The property is currently accessed from by 171st Street, from US 75 at 166st Street and proposed concept entrance at 169th street.

Services:

The property abuts current City of Glenpool water and sewer services and the developer will be required to extend them to develop this property

Surrounding Land Uses:

The subject property is vacant, is currently zoned AG and is abutted by the following:

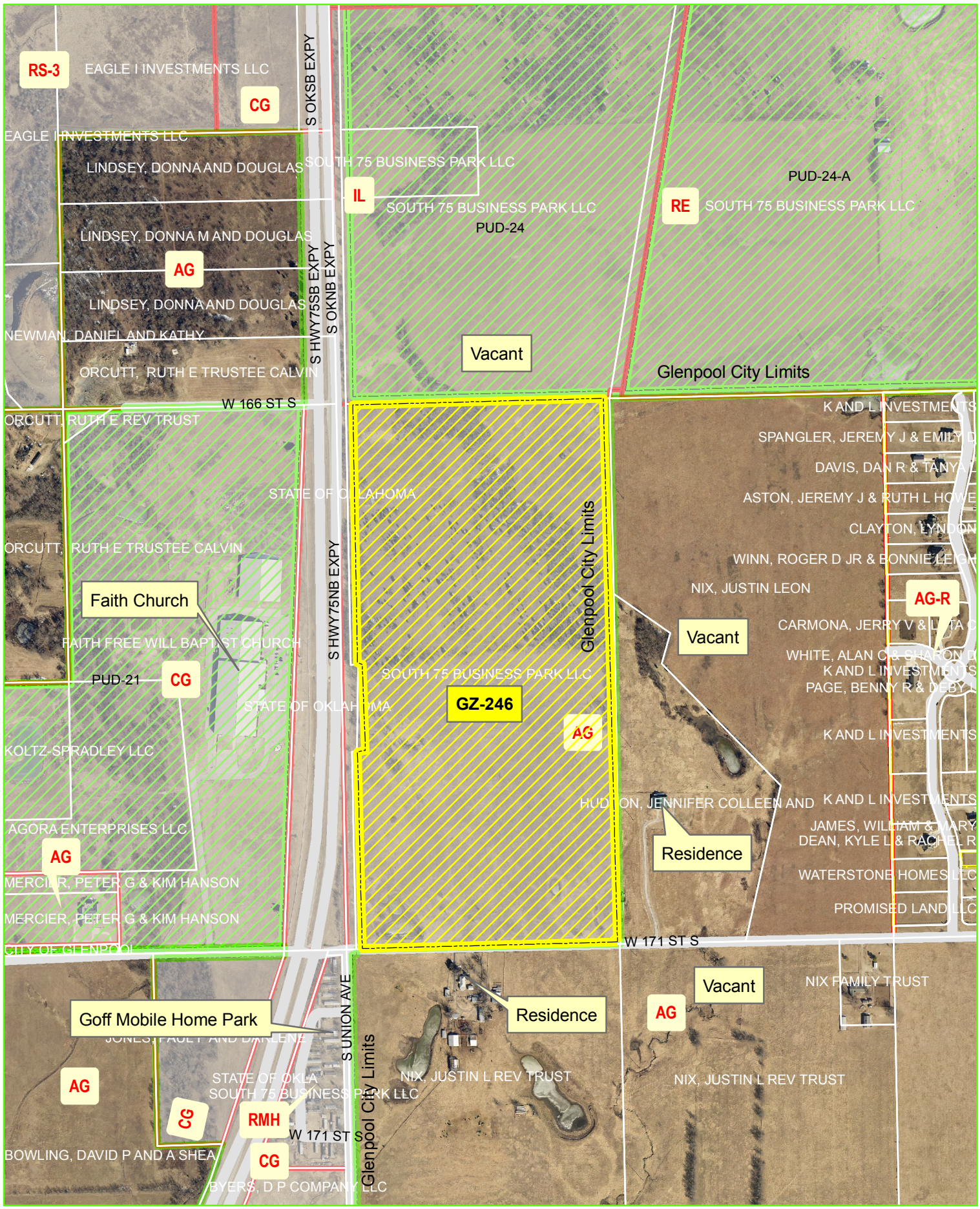
- NORTH: By vacant IL (Industrial Light) zoned property also owned by this applicant.
- EAST: By mostly vacant land with a single family residence immediately to the east zoned AG (Tulsa County) and a large lot single family subdivision (Glendale Acres I & II) about ¼ mile away with the easternmost portion zoned AG (City of Glenpool) and the westernmost zoned AG (Tulsa County).
- SOUTH: By a residence and associated out buildings zoned AG (Tulsa County) and by Goff Mobile Home Park zoned RMH.
- WEST: By US 75 right of way and by Faith Church zoned CG (Commercial General).

Staff Recommendation:

The staff recommends approval of rezoning of this 80 acre tract from AG (Agriculture) to CG (Commercial General) zoning as it is consistent with the 2030 Glenpool Comprehensive Plan and current zoning patterns. The Glenpool Planning Commission approved this request at their last meeting on 4/27/15 and further recommends approval to the Glenpool City Council.

Attachments:

1. Case Map
2. 2030 Comp Plan map and support documents
3. Developers Concept Plan (Exhibit "A")
4. Application
5. Ordinance No. 697



City Of Glenpool
Creating Opportunity

GZ-246

Figure 12

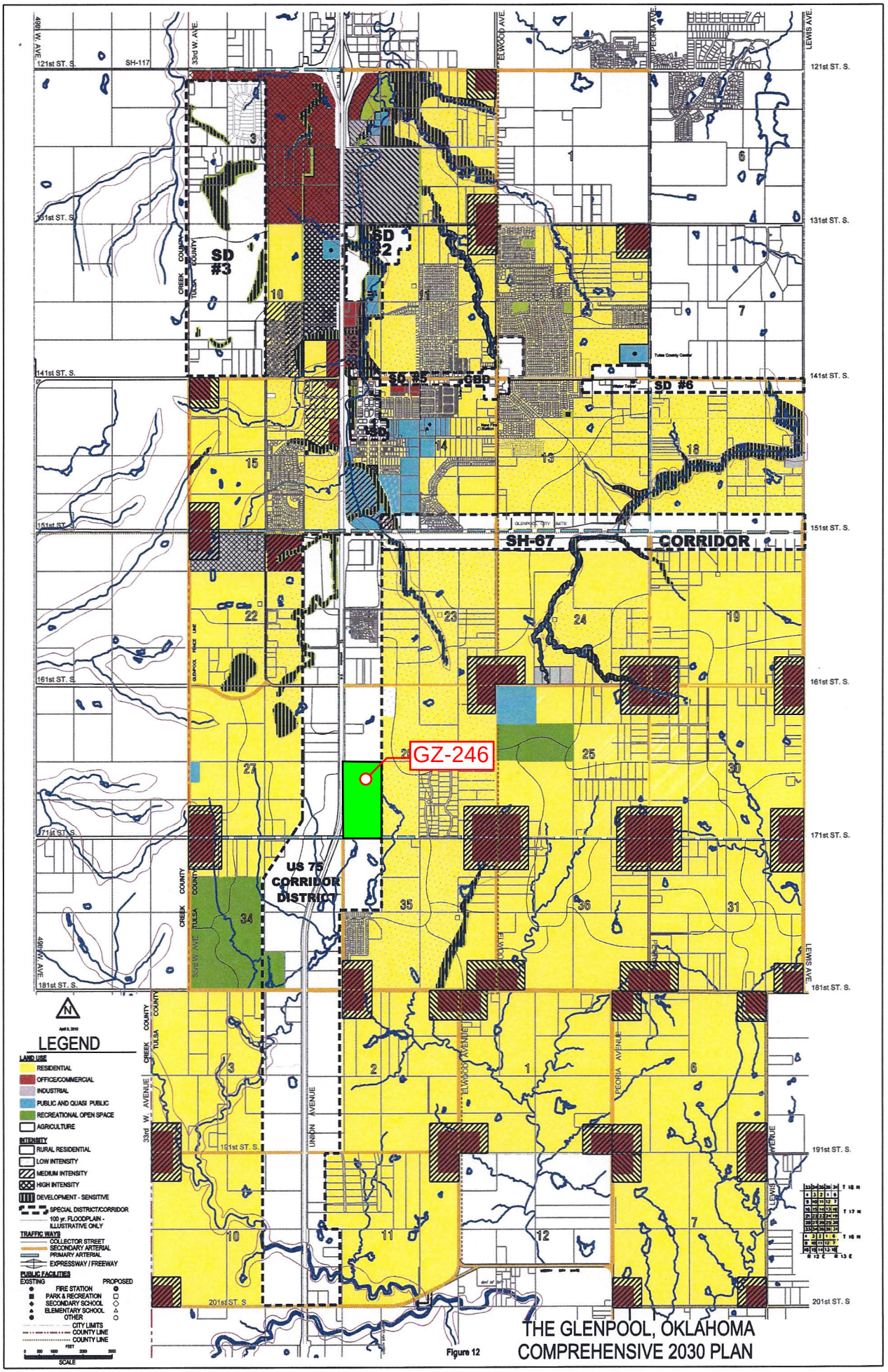
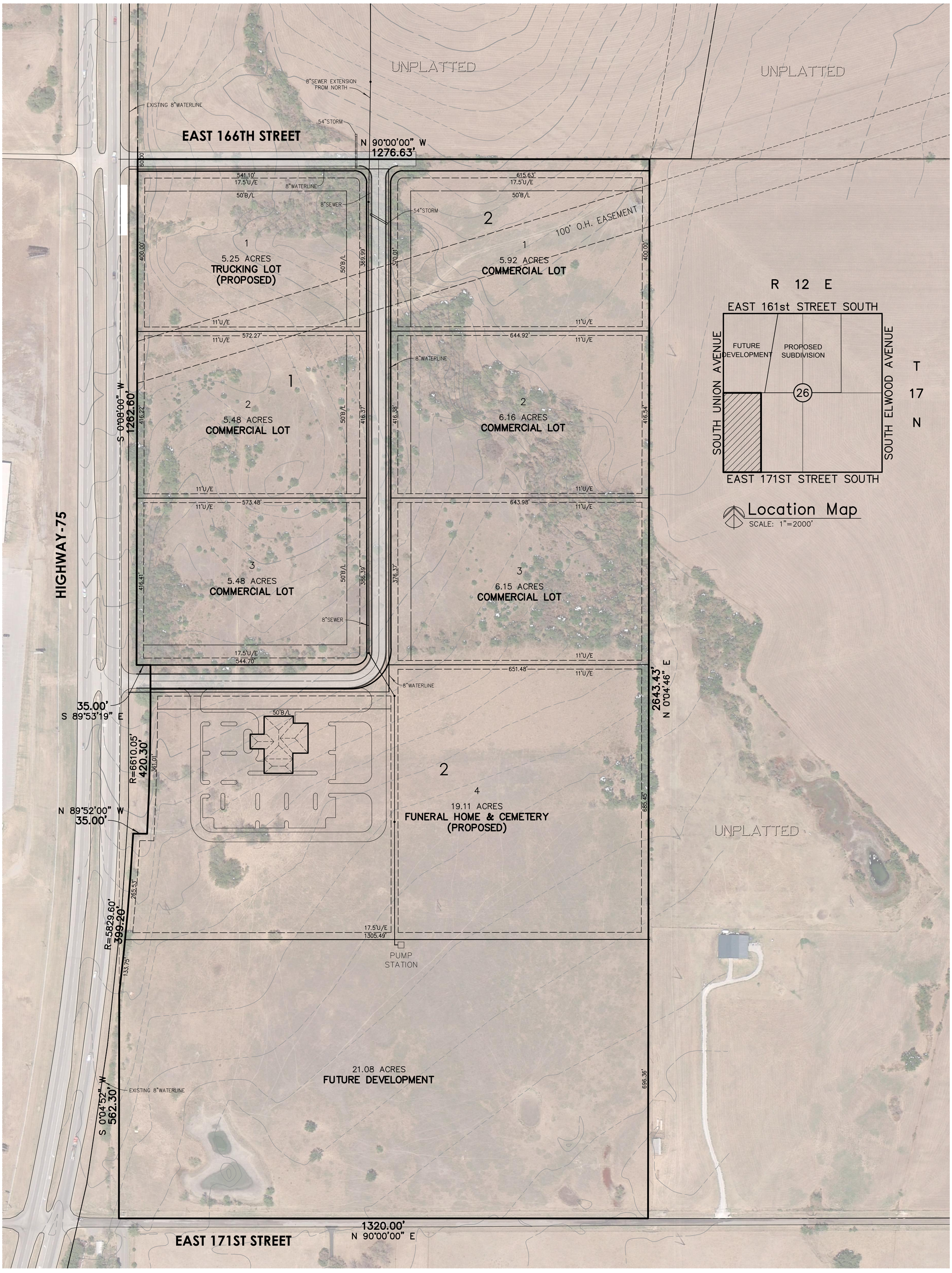


Figure 12

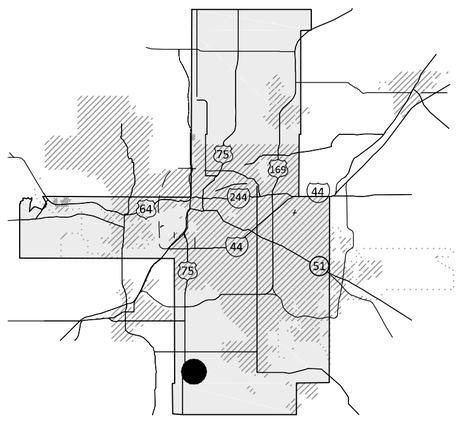
THE GLENPOOL, OKLAHOMA
COMPREHENSIVE 2030 PLAN



166th Street Business Park

Phase I & Stonebridge Cemetery

PART OF THE SW/4 OF SECTION 26,
TOWNSHIP 17 NORTH, RANGE 12 EAST
AN ADDITION IN GLENPOOL, OKLAHOMA



NORTH

0 60 120 180

Scale: 1"= 120'

Tanner Consulting, LLC
Tulsa, Oklahoma

3/31/15 CONCEPTUAL SITE PLAN 7

* ALL DIMENSIONS SHOWN HEREON ARE APPROXIMATE

GLENPOOL COMMUNITY DEVELOPMENT DEPARTMENT

[X] ZONING [ ] PUD [ ] PUD AMENDMENT

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

APPLICATION INFORMATION

RECEIVED BY: RAM DATE FILED: 3/19/15 TAC DATE: N/A HEARING DATE: 4/27/15 CASE NUMBER GZ-246

[ ]RES [x] NON-RES [ ] COMBO RELATED ZONING OR PUD #: N/A BUILDING PERMIT APPLICATION NUMBER N/A

NEIGHBORHOOD ASSOCIATIONS: None

SUBJECT PROPERTY INFORMATION

ADDRESS OR DESCRIPTIVE LOCATION: NE/corner of 171st & US Highway 75 TRACT SIZE: 80 Acres +

LEGAL DESCRIPTION: The Northwest Quarter of the Southwest Quarter (NW/4, SW/4) and the Southwest Quarter of the Southwest Quarter (SW/4, SW/4) of Section Twenty-six (26), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma.

PRESENT USE: Vacant PRESENT ZONING AG S-T-R 2672

INFORMATION ABOUT YOUR PROPOSAL

PROPOSED NEW ZONING: CG DEV. AREAS AFFECTED BY PUD AMENDMENT: N/A PUD PROPOSAL ATTACHED [ ] Y [x] N

PROPOSED USE: Trucking Establishment NATURE OF PUD AMENDMENT: N/A

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME Same	NAME Rex Robertson
ADDRESS	ADDRESS 16400 Preston Rd Ste 140
CITY, ST, ZIP	CITY, ST, ZIP Dallas, TX 75248-1389
DAYTIME PHONE	DAYTIME PHONE (972) 858-1111
EMAIL	EMAIL rex@forddevelopment.net
FAX	FAX (972) 858-1110
I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT.	
SIGNATURE & DATE:	

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

APPLICATION FEES

BASE APPLICATION FEE		$		$300.00
ADDITIONAL FEE		$	APPLICATION SUBTOTAL	$ None
NEWSPAPER PUBLICATION		BILLED LATER		Billed to applicant
SIGNS	$50.00 X 2 =	$		$100.00
300' PROPERTY OWNERS MAILING & POSTAGE	1.00 + $ 8 =	$ 8.00	NOTICE SUBTOTAL	$ 8.00
RECEIPT NUMBER:			**TOTAL AMOUNT DUE**	$ 408.00

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

DISPOSITION

PC REC.	COUNCIL ACTION
	DATE/VOTE 5/4/15
DATE/VOTE 4/27/15	ORDINANCE NO.
PLAT NAME	PLAT WAIVER [ ] Y [ ] N

ORDINANCE NO. 697

AN ORDINANCE AMENDING ORDINANCE NO. 458, BY REZONING CERTAIN PROPERTY DESCRIBED HEREIN FROM AGRICULTURE (AG) TO COMMERCIAL GENERAL (CG), AS RECOMMENDED BY THE PLANNING COMMISSION UNDER APPLICATION GZ-246; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH

WHEREAS, the City of Glenpool Planning Commission has reviewed Application GZ-246 for a rezone of the property described herein and found that the proposed zone change is consistent with the Glenpool Comprehensive Plan and current zoning patterns; and

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

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

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

This property is described as follows:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 SW/4) AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) OF SECTION TWENTY-SIX (26), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

Be amended from AG (Agricultural) to CG (Commercial General).

SECTION 2: That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

PASSED AND APPROVED by the City Council of the City of Glenpool this 4th day of May 2015.

_____

Timothy Lee Fox, Mayor

Attest:

_____

Susan White, City Clerk

Approved as to Form:

_____
Lowell Peterson, City Attorney

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 community enrichment 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 March 4, 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 Million Five Hundred Forty Thousand Six Hundred Forty-one and no/100ths DOLLARS ($1,540,641.00) 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 $1,540,641.00.

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 a 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 May 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 May 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 (1.05%) 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
_____
Glenpool OK _____
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 elevated water storage tower and related improvements; and funding a master water study, both to facilitate the expansion of the existing businesses and the location of new manufacturing, commercial and retail facilities.

EXHIBIT "B"

DESCRIPTION OF LAND

City of Glenpool property located North of 156th Street South and East of US Highway 75, Glenpool, OK

A tract of land being the Southeast Quarter of the Northwest Quarter (SE/4 NW/4) of Section Twenty-Three (23), Township Seventeen (17) North, Range Twelve (12) East of the Indian Base and Meridian, County of Tulsa, State of Oklahoma, according to the U.S. Government Survey thereof, containing 40 acres more or less.

EXHIBIT "C"

AUTHORIZATION AND CERTIFICATE OF PROGRAM MANAGER

With a reference to the attached Advance Request in connection with the Glenpool Water Tower 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 Water Tower 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

TABLE OF CONTENTS

1. DEFINITIONS. 2
1.1. "Advance" 2
1.2. "Application and Certificate for Payment" 2
1.3. "Approved Budget" 2
1.4. "Architect" 2
1.5. "Architect/Engineer Agreement " 2
1.6. "Authorization and Certificate of Program Manager" 2
1.7. "Authorization and Certificate of Project Manager" 2
1.8. "Bidding Documents" 2
1.9. "Builder's Risk Insurance" 3
1.10. "Certificate of Completion" 3
1.11. "Change Orders" 3
1.12. "Completion Date" 3
1.13 "Construction Advance" 3
1.14. "Construction Advance Request" 3
1.15. "Construction Contracts" 3
1.16. "Construction Schedule" 3
1.17. "Contracting Party" 3
1.18. "Contractors" 3
1.19. "Cost of Construction" 3
1.20. "County" 4
1.21. "Depository" 4
1.22. "Engineer" 4
1.23. "Excess Sales Tax" 4
1.24. "Governmental Approvals" 4
1.25. "Governmental Authority" 4
1.26. "Government Requirements" 4
1.27. "Improvements" 4
1.28. "Land" 4
1.29. "Maximum Amount of Advances" 4
1.30. "Non-Construction Advance Request" 4
1.31. "Non-Construction Advance" 4
1.32. "Opinion of Contracting Party's Counsel" 5
1.33. "Payment and Performance Bonds" 5
1.34. "Plans" 5
1.35. "Program Manager" 5
1.36. "Project 5
1.37. "Project Manager" 5
1.38. "Project Manager Agreement" 5
1.39 "Resolution" 5
1.40. "Termination Event" 5
1.40.1. Breach of Covenants. 6
1.40.2. Representations and Warranties. 6
1.40.3. Insolvency. 6

1.41. "Vision Authority" 6
1.42. "Vision Authority Resolution" 6
2. OBLIGATION OF BOARD TO MAKE ADVANCES. 6
3. CONDITIONS PRECEDENT TO THE BOARD'S OBLIGATION TO MAKE THE INITIAL ADVANCE 6
4. CONDITIONS PRECEDENT TO BOARD'S OBLIGATION TO MAKE CONSTRUCTION ADVANCES 7
5. CONDITIONS PRECEDENT TO BOARD'S OBLIGATION TO MAKE NON-CONSTRUCTION ADVANCES 8
6. DISBURSEMENT PROCEDURE. 9
6.1. Request for Construction Advance. 9
6.2. Request for Non-Construction Advance. 9
6.3. Board's Inspection. 10
6.4. Disbursements. 10
6.5. Maximum Amount of Advances 10
6.6. Date after which Advances Cease. 10
6.7. Advances Solely from Excess Sales Tax. 10
6.8. Advances Subject to Annual Appropriation. 10
6.9. Subordination of Obligation to Make Advances. 10
6.10. Construction Retainage. 11
7. REPRESENTATIONS AND WARRANTIES OF CONTRACTING PARTY. 11
7.1. Existence and Qualification. 11
7.2. Authority, Approval and Enforceability. 11
7.3. No Violations. 12
7.4. Disclosure. 12
7.5. Continuing Nature of Representations. 12
8. REPRESENTATIONS AND WARRANTIES OF BOARD 12
8.1. Authority, Approval and Enforceability. 12
8.2. Disclosure. 12
9. REMEDIES. 12
9.1. Termination of Advances. 12
9.2. Waiver of Termination Event. 12
9.3. Cumulative Remedies. 12
10. COMPLETION OF THE PROJECT. 13
11. INSURANCE. 13
12. CHANGE ORDERS. 13
13. AUDIT. 13
14. COPIES OF FILED LIENS. 13
15. GOVERNMENT REQUIREMENTS AND PUBLIC COMPETITIVE BIDDING ACT. 13
16. CONSTRUCTION CONTRACTS. 13
17. VISION 2025 SIGNAGE. 13
18. PAYMENT OF THE COSTS OF BONDS OR NOTES. 13
19. GENERAL CONDITIONS. 14
19.1. Nonwaiver. 14
19.2. The Board's Satisfaction. 14

19.3. Establishment of Facts. 14
19.4. Relationship of Parties. 14
19.5. Conditions for Exclusive Benefit of the Board. 14
19.6. Notices. 14
19.7. Amendment; Waiver. 15
19.8. Rights and Remedies. 15
19.9. Governing Law. 15
19.10. Third Party Beneficiary. 15
19.11. Prohibition Against Assignment. 16
19.12. Entire Agreement. 16
19.13. Captions and Paragraph Headings. 16
19.14. Time of Essence. 16
19.15. Binding Effect. 16
19.16. Severability. 16
19.17. Invalidity of Provisions. 16

LIST OF EXHIBITS

Exhibit "A" Description of Improvements

Exhibit "B" Description of Land

Exhibit "C" Authorization and Certificate of Program Manager

Exhibit "D" Authorization and Certificate of Project Manager

Exhibit "E" Construction Advance Request

Exhibit "F" Non-Construction Advance Request

GLENPOOL WATER TOWER PROJECT

CAPITAL IMPROVEMENTS AGREEMENT

between

BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA

and

CITY OF GLENPOOL, OKLAHOMA

Dated _____, 2015

2015 CALENDAR YEAR
SCHEDULE OF REGULAR MEETINGS (AMENDED)
GLENPOOL CITY COUNCIL
GLENPOOL, OKLAHOMA

DATE	TIME	PLACE
JANUARY 5, 2015	6:00 P.M.	GLENPOOL CITY HALL
JANUARY 20, 2015 *	6:00 P.M.	GLENPOOL CITY HALL
FEBRUARY 2, 2015	6:00 P.M.	GLENPOOL CITY HALL
FEBRUARY 17, 2015 *	6:00 P.M.	GLENPOOL CITY HALL
MARCH 2, 2015	6:00 P.M.	GLENPOOL CITY HALL
MARCH 16, 2015	6:00 P.M.	GLENPOOL CITY HALL
APRIL 6, 2015	6:00 P.M.	GLENPOOL CITY HALL
APRIL 20, 2015	6:00 P.M.	GLENPOOL CITY HALL
MAY 4, 2015	6:00 P.M.	GLENPOOL CITY HALL
~~MAY 18, 2015~~	~~6:00 P.M.~~	~~GLENPOOL CITY HALL~~
MAY 19, 2015 *	6:00 P.M.	GLENPOOL CITY HALL
JUNE 1, 2015	6:00 P.M.	GLENPOOL CITY HALL
JUNE 15, 2015	6:00 P.M.	GLENPOOL CITY HALL
JULY 6, 2015	6:00 P.M.	GLENPOOL CITY HALL
JULY 20, 2015	6:00 P.M.	GLENPOOL CITY HALL
AUGUST 3, 2015	6:00 P.M.	GLENPOOL CITY HALL
AUGUST 17, 2015	6:00 P.M.	GLENPOOL CITY HALL
SEPTEMBER 8, 2015 *	6:00 P.M.	GLENPOOL CITY HALL
SEPTEMBER 21, 2015	6:00 P.M.	GLENPOOL CITY HALL
OCTOBER 5, 2015	6:00 P.M.	GLENPOOL CITY HALL
OCTOBER 19, 2015	6:00 P.M.	GLENPOOL CITY HALL
NOVEMBER 9, 2015	6:00 P.M.	GLENPOOL CITY HALL
DECEMBER 14, 2015	6:00 P.M.	GLENPOOL CITY HALL

* Denotes Tuesday Meeting

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

APPROVED BY:
GLENPOOL CITY COUNCIL
12205 S. YUKON
GLENPOOL, OK 74033
918-322-5409
Filed in the office of the City Clerk on the 10th day of November 2014

AMENDED : May 4, 2015

Staff Memo

Date: May 4, 2015

To: Honorable Mayor and City Council

From: Susan White, City Clerk

Re: OMAG Board of Trustees Election

Background

Oklahoma Municipal Assurance Group (OMAG) provides insurance and risk management needs to over five hundred municipalities in Oklahoma. OMAG services are designed specifically for Oklahoma municipalities which comprise its only market. Glenpool participates in the Municipal Liability, Municipal Property, and Workers' Compensation plans.

OMAG is governed by a seven member Board of Trustees. Each Trustee must be an elected or appointed official of an OMAG Member Municipality. The OMAG Board designs and manages plan coverages with assistance from OMAG staff and outside consultants. The governing bodies of each member municipality are urged to vote in the election of Trustees to the OMAG Board.

Two Trustee terms are expiring. Both incumbents are seeking re-election. Those Trustees are: Patti Shelite, Clerk/Town Administrator, for the Town of Fort Cobb; and Craig Stephenson, City Manager, for the City of Ponca City.

The City Council may cast a vote for two nominees. Glenpool traditionally votes for the candidates which are geographically located nearest Glenpool.

Staff Recommendation

Staff does not have a recommendation.

Attachment

- Ballot

BALLOT

OKLAHOMA MUNICIPAL ASSURANCE GROUP
2015 Election of Two Trustees

The biographical sketch for each nominee was written by the person(s) who made the nomination. Nominees are listed in alphabetical order. YOU MAY VOTE FOR TWO (2) NOMINEES.

____ **BILL FLANAGAN, Mayor, City of Claremore.** Mayor of Claremore, (retired) CPA/Financial Specialist of 40 years. Served on City Council and Claremore Park Board 18 years. Served on Board of Trustees, Rogers State University Foundation and President/Board of Directors, Hope Harbor Children's Home. Serves as Trustee for Oklahoma Council on Public Affairs, receiving *Pillar Award.* **(The City of Claremore participates in the Municipal Liability Protection Plan and the Workers' Compensation Plan.)**

____ **LINDSEY GRIGG, City Clerk, City of El Reno.** Lindsey has been with the city for 7 years. She received her B.A. in Communications in 2008 and her M.S. in Management in 2014, both from Southwestern Oklahoma State University. Lindsey received her CMC (Certified Municipal Clerk) in 2015 and will continue to work toward her MMC (Master Municipal Clerk). **(The City of El Reno participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

____ **KIMBERLY MEEK, City Manager, City of Guymon.** Kimberly Meek is the City Manager of Guymon, Oklahoma. She has a Bachelor's degree in Business Administration and is currently working on her Master's degree. Meek is a member of the CMA, GFOA, ICMA, OMCTFOA, E911 Board, Chamber of Commerce, PREDCI and Guymon Rotary. **(The City of Guymon participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

____ **MIKE NUNNELEY, Town Administrator, Town of Mannford.** Mike served as a Trustee and Mayor for the Town of Granite from 1996-2000. From 2000-2005 he was Granite's first Town Administrator. Mike became the Town Administrator of Mannford in 2005. After almost 20 years, Mike truly enjoys the growth, changes and future in municipal government. **(The Town of Mannford participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

____ **PATTI SHELITE, Clerk/Town Administrator, Town of Fort Cobb.** 30+ years' experience in municipal government; serving as Clerk/Town Administrator in Fort Cobb. She's been on the OMAG Board since 1994. Patti holds the Certified Municipal Clerk and Certified Finance Administrator designations. She's served on many state task forces and committees and is a past president of the OMCTFOA. **(The Town of Fort Cobb participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan and the Workers' Compensation Plan.)**

____ **CRAIG STEPHENSON, City Manager, City of Ponca City.** Craig is a current incumbent on the OMAG Board, serving as its Secretary. He has 29 years' municipal government experience serving communities as Assistant City Manager and City Manager. Craig holds Bachelor's and Master's degrees in Political Science and has earned the ICMA Credentialed Manager designation. He is CMAO's President. **(The City of Ponca City participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

____ **MARK WHINNERY, City Manager, City of Drumright.** Mark Whinnery has been the City Manager in Drumright since October 2012. Mark served 25 years in the Air Force and retired as a Colonel. Mark has a Master's degree in Human Resources. Before serving in the Air Force, Mark worked for the New York State and Local Retirement System. **(The City of Drumright participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan and the Workers' Compensation Plan.)**

OVER TO SIGN AND ATTEST

ADDENDUM TO THE PUBLIC WORKS PROJECT CONTRACT BY AND BETWEEN THE OKLAHOMA DEPARTMENT OF CORRECTIONS AND

CITY OF GLENPOOL ,
(insert contract party here)

The contractual agreement originally entered into by and between the Oklahoma Department of Corrections, hereinafter, Department, and the undersigned Oklahoma governmental or political subdivision, **City of Glenpool**, hereinafter, **Public Agency Or City of Glenpool**, whose governing body has requested in writing, that prisoners be assigned to a Public Works Project heretofore determined by the Oklahoma Board of Corrections to be of necessity for the public well-being and conducive to rehabilitation and the reduction of the recidivism among the participating prisoners. The original agreement, dated the 14th day of December, 20 11 is amended as follows:

1. Term of the Contract:

   The term of the original agreement is amended, with the effective date of the agreement continued to the **30th** day of **June**, 20 **16**. (the extended term can be no longer than the last day of the fiscal year)

DATE OF EXECUTION:

Date:_____

_____
for the Oklahoma Department of Corrections

This agreement form has been approved by the Oklahoma Department of Corrections General Counsel.

_____
for the City of Glenpool

Subscribed and sworn to before me this _____ day of, 20_____

_____
Notary Public

My commission expires:_____
My commission number is:_____

PUBLIC WORKS CONTRACT
OKLAHOMA DEPARTMENT OF CORRECTIONS
OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE:

$ 0		A.	The cost of transportation of the offenders to and from the project.
$ 0		B.	The cost of lodging and food for the offenders and correctional personnel assigned to the project.
$ 0		C.	The cost of supervising the offenders.
$0		D.	The cost of all tools and materials furnished by the Department.
$60/mo	5	E.	The cost of the salaries of the assigned offenders (to be verified through sign-in/out sheets provided to the host facility)
$ 750/mo		F.	Base Cost (through June 30, 2016)
$ 0		**SUBTOTAL**	
$ 1050		**TOTAL COST TO BE BILLED MONTHLY**	

Oklahoma Department of Corrections	Agency Representative

These costs are provided for in the PPW Act, and if there are none, please put a zero in the line. Any miscellaneous costs may be listed separately in addendum.

(R 5/12)

RESOLUTION NO. 13-05-01

A RESOLUTION AMENDING SECTION 14 OF THE CODE OF ETHICS AND POLICY STATEMENT FOR ELECTED AND APPOINTED OFFICIALS OF THE CITY OF GLENPOOL, AS ADOPTED BY RESOLUTION NO. 11-09-02, DATED SEPTEMBER 19, 2011, AND AS AMENDED BY RESOLUTION NO. 12-03-01, DATED MARCH 19, 2012, AND ADOPTING A RESTATED CODE OF ETHICS AND POLICY STATEMENT

WHEREAS, the Glenpool City Council established a Code of Ethics and Policy Statement for Members of the City Council and the City's boards and commissions by adoption of Resolution No. 11-09-02 on September 19, 2011;

WHEREAS, the Glenpool City Council amended Section 5 of the Code of Ethics by adoption of Resolution No. 12-03-01 on March 19, 2012; and,

WHEREAS, the Glenpool City Council now desires to amend Section 14 for the purpose of providing that the City shall pay costs incurred by Council Members when attending the statutorily mandated Institute for Municipal Officials and such other training and seminar opportunities as they may deem appropriate.

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

The City Council of the City of Glenpool, Oklahoma hereby adopts a Restated Code of Ethics and Policy Statement for Elected and Appointed Officials of the City of Glenpool, as follows:

POLICY PURPOSE

The Glenpool City Council has adopted this Code of Ethics and Policy Statement for members of the City Council and the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation.

POLICY STATEMENT

Preamble

Residents and businesses of Glenpool are entitled to have fair, ethical and accountable local government which has earned the public's full confidence for integrity. In keeping with the City of Glenpool's commitment to the effective functioning of democratic government, this Policy therefore requires that:

- Public officials comply fully and faithfully with all laws and policies affecting the operations of government;
- Public officials be independent, impartial and fair in their judgment and actions;
- Public office be used for the public good, not for personal gain; and
- Public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

1. **Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Glenpool and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Glenpool City Council, boards and commissions.
2. **Comply with the Law.** Members shall comply with the laws of the nation, the State of Oklahoma and the City of Glenpool in the performance of their public duties. These laws include, but are not limited to: the United States and Oklahoma constitutions; the Glenpool City Code of Ordinances; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, open processes of government, and, in particular, Title 11, Article X of the Oklahoma Statutes pertaining to the powers and duties of the Council in the Council – Manager form of government.
3. **Conduct of Members.** The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards and commissions, the staff or public.
4. **Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council and boards and commissions governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.
5. **Conduct of Public Meetings.** Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings. This includes a prohibition against text messaging or otherwise conducting private conversations outside the hearing of the public. It further includes a prohibition against all use of cellular telephones by Members of the Council during any public meeting except with respect to emergency situations, as determined by each Member acting in good faith.
6. **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
7. **Communication.** Members shall publicly share substantive information that is relevant to a matter under consideration by the Council or boards and commissions and which they may have received from sources outside of the public decision-making process.
8. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or

personal relationship which may give the appearance of a conflict of interest. In accordance with the law and as pertinent to matters under consideration, members shall disclose investments, interests in real property, sources of income, and gifts, and they shall abstain from participating in deliberations and decision-making where conflicts may exist. Because such conflicts inevitably arise at some point, when these issues exist, it is imperative that members mitigate those issues properly.

9. **Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office, that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

10. **Confidential Information.** Members shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their personal, financial or other private interests.

11. **Use of Public Resources.** Members of the City Council, although not members of boards or commissions, shall each be entitled to a single drawer file cabinet to be selected and located by the City Manager in a way that facilitates their service to the public. Assignment and use of such cabinets shall be on a strictly equal basis among all Council members. No Council member shall be provided an office at City Hall or any other City facility, nor will any Council member be issued key(s) to City Hall or any other City facility. Members shall not use public resources that are not equally available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.

12. **Open Record Issues.** It is imperative for all Council, board and commission members to maintain a conscientious awareness that *ALL* written communications coming into their possession or control, regardless of the medium and subject to only limited exceptions, are public records and subject to the Open Records Act if they pertain to: (i) the transaction of public business; (ii) the expenditure of public funds, or (iii) the administering of public property. Technology allows written words to be distributed wide and far. All written notes, text messages and e-mail messages must be treated as potentially public communications, which also means maintaining and/or disclosing them in accordance with applicable law.

13. **Representation of Private Interests.** In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City, nor shall members of boards or commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

14. **Expenses.** All non-recurring expenses for which one or more Council, board or commission member(s) expects direct payment by the City and/or to be reimbursed by the City for any or all related costs, must be approved by the Council, board or commission, *before* such non-recurring expense is incurred. *Provided that*, the Council has and does hereby ratify its endorsement that the City shall, without further Council action needed, undertake the payment of all costs incurred by members of the City Council to attend the Institute for Municipal Officials mandated by 11 O.S. § 8-114, and such other training and seminar opportunities as they deem appropriate for the purpose of advancing their knowledge and skills in the performance of their official duties, to

include registration, travel, meals and overnight accommodations (if more than 50 miles from Glenpool, but only within the State of Oklahoma, and any session concludes later than 4:30 p.m.).

15. **Advocacy.** Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Glenpool, nor will they allow the inference that they do.

16. **Policy Role of Members.** Members shall respect and adhere to the council-manager structure of Glenpool city government as outlined by Title 11, Article X of the Oklahoma Statutes. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions, and City staff. Except for the purpose of limited verbal inquiry, members therefore shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions. In particular, it is expressly prohibited for Council members to: (i) participate in any manner in internal personnel decisions of any kind; and (ii) direct the functions or duties of staff members who are subordinate to the City Manager in daily administrative matters. (This does not limit the right of Council, board or commission members to consult with the City Attorney regarding the legal propriety of any action taken or contemplated.) In general members will strive to conduct all communications through the City Manager unless such inquiry will require less than one hour's response on the part of the employee. Requests or inquiries requiring more than one hour will be placed on the agenda for Council, board or commission consideration. All inquiries from members directly to staff should be communicated in writing if possible, and employees will be expected to respond to the entire Council when answering.

17. **Independence of Boards and Commissions.** Because of the value of the independent advice of boards and commissions to the public decision-making process, members of Council shall refrain from using their position to influence unduly the deliberations or outcomes of board and commission proceedings. If a Council, board or commission member does have legitimate reason to appear before another of these agencies, the member must clearly state whether her/his statement reflects personal opinion or the official position of the Council, board or commission of which such person is a member.

18. **Positive Work Place Environment**. Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees and shall in no way create the perception of inappropriate direction to staff.

19. **Contact with Media**. In most cases, members are encouraged to give no comment to media and refer members of media to City staff who are responsible for the matter under consideration. When giving a statement is necessary or appropriate, it is imperative to remember that the promise any statement is "off the record" is only as good as the memory or character of the reporter. Words and expressions must be chosen with great care to avoid misunderstandings or misconstructions.

20. **Implementation.** As an expression of the standards of conduct for members expected by the City, the Glenpool Code of Ethics is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, ethical standards shall be included in the regular orientation for candidates for City Council, applicants to

board and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood this City of Glenpool Code of Ethics and Policy Statement. In addition, the Code of Ethics shall be annually reviewed and endorsed by the City Council and boards and commissions, and the City Council shall consider recommendations from boards and commissions and update it as necessary.

21. **Compliance and Enforcement**. The Glenpool Code of Ethics expresses standards of ethical conduct expected for members of the Glenpool City Council, boards and commissions. Members themselves have the primary responsibility to enforce compliance with these ethical standards and thereby help to ensure that they are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of boards and commissions and the Mayor have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics are brought to their attention. The second in line, when the Mayor's or a chair's actions come into question, would assume the duty of intervening. The City Council may impose various sanctions on members whose conduct does not comply with the City's ethical standards, such as reprimand, formal censure, loss of seniority or committee assignment.

And it is further resolved that, in connection with the foregoing reinstatement, the Code of Ethics and Policy Statement does and shall read as set forth above until such time as the same is further amended or repealed.

ADOPTED and **APPROVED** by the Council of the City of Glenpool, this 13th day of May 2013.

THE CITY OF GLENPOOL, OKLAHOMA

_____

Momodou Ceesay, Mayor

ATTEST:

_____ [SEAL]

Susan Clerk, City Clerk

APPROVED AS TO FORM:

_____

Lowell Peterson, City Attorney

COUNCIL ENDORSEMENT

In compliance with Section 20, Implementation, of the foregoing Restated Code of Ethics and Policy Statement for Elected and Appointed Officials, Members of the City Council, sitting as Councilors and as members of the Board of Trustees for the City's various public trust authorities, shall sign the following endorsement below affirming that they have had the opportunity to review the foregoing Restated Code of Ethics and Policy Statement for Elected and Appointed Officials for the City of Glenpool, as required annually, and they reaffirm that they have read and understand and agree to comply with the Restated Code of Ethics and Policy Statement for Elected and Appointed Officials for the City of Glenpool.

I have read, I understand and I agree to comply with the Restated Code of Ethics and Policy Statement for Elected and Appointed Officials for the City of Glenpool.

_____	_____
Hon. Timothy Lee Fox, Mayor	Date
_____	_____
Hon. Momodou Ceesay, Vice-Mayor	Date
_____	_____
Councilor Brandon Kearns	Date
_____	_____
Councilor Trish Agee	Date
_____	_____
Councilor Jennifer Ballew	Date

Members of City boards and commissions, to include without limitation the Planning Commission and Board of Adjustment, shall be provided the Restated Code of Ethics and Policy Statement for Elected and Appointed Officials for the City of Glenpool and requested to affirm the same by separate endorsement.

RESOLUTION NO. 15-05-01

A RESOLUTION ADOPTING THE CITY OF GLENPOOL SOCIAL MEDIA POLICY AND DIRECTING ITS INCLUSION IN THE CITY OF GLENPOOL EMPLOYEE HANDBOOK AND PERSONNEL POLICIES

WHEREAS, the Glenpool City Council now desires to amend the City of Glenpool Employee Handbook and Personnel Policies by adding Section 9.22 to Article 9, Employee Conduct and Relations, for the purpose of establishing an official policy of the City of Glenpool with respect to the use of social media by its employees, and as stated therein.

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

§ 1. The City Council of the City of Glenpool, Oklahoma hereby adopts the City of Glenpool Social Media Policy, as follows:

CITY OF GLENPOOL SOCIAL MEDIA POLICY

PURPOSE

The increasing use of social media provides the City and its residents with a variety of channels to communicate information about public events, ordinances, proclamations, utilities, public safety and open meetings, among other subjects.

However, if used incorrectly, the use of social media may result in the dissemination of false or misleading information and may create liability for the City and/or its agents, officers and employees.

These concerns have led to the establishment of the City of Glenpool Social Media Policy. This Policy creates a variety of guidelines regarding what an employee may or may not print or say while using social media site technology whether belonging to the City or otherwise.

DEFINITIONS

"Social Media" includes all means of communicating or posting information of any kind on the Internet or any other form of, or Device for, electronic communication, including City and Personal Social Media Sites. For purposes of this Policy "Social Media" likewise refers to telephone lines, cell phone accounts, emails and/or text messaging.

"Social Media Site" includes all technological applications by which Social Media is created and transmitted by City employees or private persons through and on the Internet or other electronic means. Examples of Social Media Sites include: Facebook, Twitter, YouTube, MySpace, RSS, Second Life, LinkedIn, Instagram, Reddit or Flickr.

"City Social Media Site" means any Social Media Site that is directly created, sponsored or hosted on the Internet or other electronic media by duly authorized City personnel.

"Personal Social Media Site" means any social media site that is created, sponsored or hosted by a commercial or other non-City entity and participated in by a "user" who may be a City employee acting in his/her private capacity or a private person unrelated to the City.

"Device" means any desktop or laptop computer, tablet, i-Pad, cell phone, land line telephone, or other electronic mechanism or equipment that is capable of accessing and transmitting Social Media through either a City or Personal Social Media Site.

I. Guidelines for Use of City Social Media Sites

All City Social Media Sites must be approved by the City Manager and shall be administered by the Director of Community Relations. Compliance with this Policy may be monitored by any department head. Violations may result in disciplinary action, up to and including termination.

These guidelines apply to City Social Media Sites regardless of whether accessed on a City-owned or privately owned Device.

Professionalism – The City expects all communications on City Social Media Sites to be courteous and respectful in tone, regardless of the subject matter. All City employees have a responsibility to communicate accurate and timely information to the public in a professional manner.

Discrimination or Hostile Working Environment – Employees may not, even on a Personal Social Media Site, make comments regarding or toward other employees that promote, foster or perpetuate discrimination against any employee, officer or agent of the City on the basis of race, creed, color, national origin, age, religion, gender, marital status, status with regard to public assistance, perceived or actual physical or mental disability, or sexual orientation. Sexual or other kinds of harassment conducive to creation of a hostile working environment are also prohibited.

Open Records Act – City Social Media Sites are subject to the Oklahoma Open Records Act. Any content maintained in a Social Media format that is related to City business, should be considered and treated as a public record subject to disclosure to the public as a whole, to the press and to parties with interests adverse to the City, in litigation or otherwise.

Personal Use – City Social Media Sites must never be used for personal profit or business interests or to disseminate information of a personal or confidential nature. City employees may occasionally use City technology for personal reasons if approved by their supervisor, provided that such personal use doesn't interfere with normal work performance of themselves or other employees. The City reserves the right to inspect any information or communication created by or stored on any City-owned computer other electronic Device.

Public Comments – Any comment posted by a member of the public on any City Social Media Site is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, the City, nor do such comments necessarily reflect the opinions or policies of the City of Glenpool, or any of its officers, agents or employees.

Political Activity Policy – Employees are altogether prohibited from using City Social Media Sites and/or Devices (or Personal Social Media Sites and Devices while on City time or while discharging City responsibilities) to participate in any form of electoral or other political activity. With respect to Personal Social Media Sites, on non-City time or Devices, employees are expected to distinguish their personal opinions about candidates or political issues from those of the City.

Solicitation – Solicitation of commercial, personal, religious or charitable contributions, including but not limited to advertising of any business or product for sale, without the express permission of the employee's department head or the City Manager is prohibited.

Malware – Intentional dissemination of any content or material that contains software viruses, worms or any other computer code, files or programs designed to interfere with, disrupt, interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications or other equipment, servers or networks, or to cause a security breach of such software, hardware or telecommunications or other equipment will result in disciplinary action up to and including termination.

Media Requests – With the exception of routine events and basic information that is readily available to the public, ***all*** requests for interviews or information from any form of news media must be directed to the City Manager or such public relations spokesperson as designated by the City Manager. Media requests include anything intended to be published or viewable to the public in some form, such as television, radio, newspapers, newsletters or Social Media.

Private or Confidential Information – Employees are prohibited, by any means, from disclosing information classified as private or confidential to anyone other than other City employees whose job duties require access to the information. Examples of Confidential Information include, without limitation:

- Social Security Account Numbers, driver license numbers, home address and telephone information of employees or persons doing business with the City.
- Identification of a resident complaining about another citizen's conduct or a City policy.
- Identification of a minor perpetrator of, victim of, or witness to a crime.
- Legally protected, proprietary or fiduciary information (such as, trade secrets, patented/copyrighted information, attorney-client privilege, private personnel matters, HIPAA-protected medical information, personal financial data or information, religious or political matters, or matters discussed in executive session).

Profanity or Obscenity – Including the use of swear words, sexually explicit or pornographic content (including Internet links to such content) is strictly prohibited.

Retaliation Prohibited – The City prohibits any employee, whether or not a manager or supervisor, from taking negative (retaliatory) action against any employee who reports a violation of this Policy or cooperates in any investigation of such a possible violation. Any employee who retaliates against another employee for reporting a possible violation of this Policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

II. Guidelines for Use of Personal Social Media Sites

Every employee has a statutory and constitutional right to speak out when using Personal Social Media Sites (and to a lesser degree, City Social Media Sites) on issues facing the community, state and nation, including facts and personal opinions regarding City matters and working conditions. For this reason, Personal Social Media Sites are generally not regulated or controlled by the City. However, such use may, under the following circumstances, violate this Policy in such a way as to create liability for the City and/or the affected employee.

Use of Personal Social Media Sites During Work Hours or on Device(s) Owned or Licensed by the City – The communication of information not related to business of the City may lead to a decrease in an employee's own or another employee's productivity and the potential for legal liability from several sources. Any use of City Social Media Sites, or Personal Social Media Sites accessed on a City-owned Device, must be approved by a department head.

Breach of Privacy – Even on a Personal Social Media Site accessed by a personally owned Device, the City has the right to prohibit and penalize any breach of another employee's expectation of privacy and confidentiality or that of a member of the public or vendors doing business with the City. The infringement of proprietary rights or disclosure of legally privileged information will not be tolerated.

Linkage to City Social Media Sites – Employees may not create a link from any Personal Social Media Site to a City Social Media Site without express written permission of the City Manager or department head.

City Identifiers – When employees create or use Personal Social Media Site accounts or e-mail names, they shall avoid selecting any name that could be confused with or mistaken for the City domain name (cityofglenpool.com) or copies or forges any City logo or other distinct identification mark.

Differentiation of Personal from City Opinion – Although every employee has a statutory and constitutional right to speak out when using Personal Social Media Sites (and to a lesser degree, City Social Media Sites) on issues facing the community, state and nation, including facts and personal opinions regarding City matters and working conditions, they must take care to make it clear that their personal opinions are their own and do not represent the official policy or position of the City. Employees should not post any comment on Social Media related to City business without identifying themselves and using a disclaimer such as, "I am an employee of the City of Glenpool. However, these are my own opinions and do not represent the opinions or policies of the City of Glenpool."

Discretion – Any comment or other communication that any employee writes or posts is public and may remain public indefinitely. It may be spread to larger audiences without the employee's knowledge or permission. Employees are encouraged to use common sense when using e-mail or Personal Social Media Sites. Although not legally prohibited in all cases, it is recommended that employees refrain from sending or posting information that would embarrass or damage the reputation of a co-worker or person doing business with the City.

III. Other Legal Considerations

In addition to any action that may be prohibited or otherwise governed by the City, users of Social Media need to be aware of at least the following considerations:

Open Meeting Act – Members of the City Glenpool City Council, Glenpool Utility Services Authority, Glenpool Industrial Authority, Glenpool Cemetery Trust Authority, Glenpool Area Emergency Medical Services District Board, Planning Commission and Board of Adjustment must refrain in all communications, whether in person, by social media or otherwise, from any discussion of City business that includes a quorum of members. Although it is permissible for a member of any of the foregoing agencies to respond directly to an inquiry from a citizen, members should refrain from responding to such inquiries not directly addressed to them. This specifically advises against a quorum or more of members responding to a single inquiry. More importantly, members must avoid any discussion among themselves of matters of public business in any setting or by any means other than a duly notice public meeting.

NOTE to all EMPLOYEES:

Defamation – Employees are advised that the laws of libel and slander may apply to the false and/or malicious unprivileged "publication" of information or comments by writing, printing, picture, or other representation that: exposes a person to public hatred, contempt or ridicule; tends to deprive them of public confidence; injures them in their occupation, office, profession, trade, or business; vilifies the memory of one who is dead or tends to scandalize their surviving relatives or friends; charges any person with a crime, or with having been indicted, convicted or punished for a crime; imputes the present existence of an infectious, contagious or loathsome disease; or otherwise causes actual damage.

The City takes the position that the "publication" of defamatory information, comments or statements includes dissemination of any kind on City Social Media Sites to include: All communications on Devices belonging to the City; City telephone lines (regardless of the origin of the call); City email accounts; City access to the Internet, including Personal Social Media Sites if accessed on any City-owned Device; and City Social Media Sites regardless of how accessed.

For this reason, the City will take seriously and thoroughly investigate any complaint of defamation of an employee by other employee(s). If the complaint is verified, the City will impose appropriate disciplinary action up to and including termination.

Monitoring – Employees are further advised that the City reserves the right to access and monitor all communications that originate or are received on any City-owned Device and on any City Social Media Site regardless of the ownership or control of the Device used. Communications that violate this Social Media Policy will be treated as events that may result in disciplinary action up to and including termination. Without limiting the right of the City to monitor such communications and to take appropriation actions based on its findings, the City also reserves the right to restrict or remove any prohibited content placed on any City Social Media Site by any person, at any time and for any reason, without notice. The City further reserves the right to deny access to any or all City Social Media Sites for use by any employee who violates this Policy. Such potential action does not limit the right or duty of the City to take additional disciplinary actions, up to and including termination of employment, as the City deems necessary and appropriate.

ACKNOWLEDGED AS RECEIVED AND AGREED:

_____ _____

Signature Date

_____

Printed Name

§ 2. The City of Glenpool Social Media Policy shall be added to the City of Glenpool Employee Handbook and Personnel Policies as Section 9.22, in Article 9, Employee Conduct and Relations.

§ 3. The City of Glenpool Social Media Policy shall read as set forth above until such time as the same is amended or repealed by action of the City Council, *provided that,* the City Attorney, Director of Human Relations, and the City Manager may concur on such amendments to the City of Glenpool Social Media Policy as they deem to be insubstantial and as from time to time necessary and appropriate without seeking amendment to this Resolution by the City Council.

ADOPTED and **APPROVED** by the Council of the City of Glenpool, this 4th day of May 2015.

THE CITY OF GLENPOOL, OKLAHOMA

_____

Timothy Lee Fox, Mayor

ATTEST:

_____ [SEAL]

Susan Clerk, City Clerk

APPROVED AS TO FORM:

_____

Lowell Peterson, City Attorney

IRREVOCABLE LETTER OF CREDIT

Borrower: City of Glenpool
PO Box 70
Glenpool, OK 74033-0070

Lender: BANCFIRST
GLENPOOL
394 EAST 141ST
P. O. BOX 1089
GLENPOOL, OK 74033-1089
(918) 322-9015

Beneficiary: RURAL WATER DISTRICT NO. 2
2425 121ST ST.
GLENPOOL, OK 74033

NO.: 0070000056

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 04-16-2016 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Five Hundred Thousand & 00/100 Dollars ($500,000.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: LOC shall have an initial maximum aggregate amount of $500,000 for one year. Upon verified payment by Glenpool to the beneficiary of $125,000. LOC will renew each year untill the amount agreed upon shall be zero and the LOC shall expire.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER BANCFIRST IRREVOCABLE LETTER OF CREDIT NO. 0070000056 DATED 04-16-2015," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and

B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: April 16, 2015

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oklahoma without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Oklahoma.

LENDER:

BANCFIRST

By: COPY
Authorized Signer

IRREVOCABLE LETTER OF CREDIT

Borrower: City of Glenpool
PO Box 70
Glenpool, OK 74033-0070

Lender: BANCFIRST
GLENPOOL
394 EAST 141ST
P. O. BOX 1089
GLENPOOL, OK 74033-1089
(918) 322-9015

Beneficiary: Rural Water District No. 2, Creek County
2425 W 121 St.
Jenks, OK 74037

NO.: 0070000057

EXPIRATION DATE. This letter of credit shall expire upon the close of business on ~~04-17-2016~~ 09-30-2016 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Twenty-five Thousand & 00/100 Dollars ($25,000.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: LOC shall have an initial maximum aggregate amount of $25,000 for one year. Upon verified payments by Glenpool to the beneficiary of $25,000, LOC will renew each year to be amemded thereafter in accordance with the terms of Subsections 6(c), (d) and (e) of the ~~agreement~~ Agreement of Settlement, Compromise and Release beween the Borrower and the Lender, dated ~~04-16-15.~~ _____, 2015.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER BANCFIRST IRREVOCABLE LETTER OF CREDIT NO. 0070000057 DATED ~~04-17-2015,~~" and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder. _____, 2015.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and

B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: April 17, 2015

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oklahoma without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Oklahoma.

LENDER:

BANCFIRST

By: COPY
Authorized Signer

CITY OF GLENPOOL

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 SHALL BE EMPLOYED BY CONTRACT WITH THE CITY COUNCIL UPON THE NON-BINDING RECOMMENDATION OF THE CITY MANAGER, 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

WHEREAS, It is common municipal practice and would be in the best interest of the City of Glenpool that the City Attorney be employed by contract with and, if necessary, terminated by, the City Council upon the non-binding recommendations of the City Manager; and

WHEREAS, It would also be in the best interest of the City of Glenpool that the City Attorney report on a daily basis to the chief administrative officer of the City, the City Manager, with final accountability to the City Council.

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

§ 1. That the following sections of Title 1, Administration; Chapter 9, City Departments; Article C. Legal Department; Sections 1 and 2, of the Code of Ordinances of the City of Glenpool, Oklahoma, (2013), shall be and hereby are amended, or added, as applicable, to read as follows:

1-9C-1: LEGAL DEPARTMENT ESTABLISHED; APPOINTMENT, REMOVAL AND QUALIFICATIONS OF CITY ATTORNEY:

There shall be a legal department, the head of which is the city attorney who shall be appointed by contract with the city council upon the non-binding recommendation of the city manager~~,~~ and who shall report to the city council either directly or by its chief administrative officer, the city manager, for a~~n~~ ~~in~~definite term as provided by the employment contract between the city council and the city attorney. Removal of the city attorney shall be at the discretion of the city council upon the non-binding recommendation of the city manager, subject to city personnel policies governing the termination of city employees generally and subject to the terms and conditions of the employment contract between the city council and the city attorney. The city council shall neither appoint nor remove the city attorney absent recommendation of the city manager but neither shall it be bound by such recommendation.~~-~~ The city attorney is an officer of the city and

has supervision and control of the legal department. The city attorney shall be an attorney licensed by the Supreme Court of the State of Oklahoma ~~Bar Association~~.

1-9C-2: DUTIES OF CITY ATTORNEY:

The city attorney is the chief legal adviser of the city council and all other officers, departments, and agencies of the city in matters relating to their official powers and duties. He or she is the prosecuting officer for the city in municipal court and represents the city in proceedings in the civil courts and performs all services incidental to his or her position which may be required by law or ordinance and as set out in the employment contract between the city council and the city attorney.

§ 3. Except as otherwise amended by this Ordinance, Title 1, Administration, of the City of Glenpool City Code (2013), shall remain unchanged and in full force and effect.

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

§ 5. The City Council, by separate vote, finds that this Ordinance shall be immediately effective in order to protect the public safety, health and welfare, and declares an emergency for that purpose.

PASSED AND APPROVED by the City Council of the City of Glenpool this 4th day of May 2015.

_____

Momodou Ceesay, Mayor

Attest: [SEAL]

_____

Susan White, City Clerk

Approved as to form:

_____

Lowell Peterson, City Attorney

EMERGENCY CLAUSE

WHEREAS, the immediate operation of the provisions of the foregoing 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 Shall Be Employed By Contract With The City Council Upon The Non-Binding Recommendation Of The City Manager, 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, is necessary for the preservation of the welfare of the City of Glenpool and the inhabitants thereof, and particularly to ensure that necessary changes to the City of Glenpool Legal Department may be implemented prior to the commencement of Fiscal Year 2015-2016, an emergency is hereby declared to exist and the Ordinance shall take effect and be in full force from and after its passage as provided by law.

PASSED and this Emergency Clause ruled upon separately and approved this 4th day of May 2015.

_____
Timothy L. Fox, Mayor

ATTEST:

_____ [SEAL]
Susan White, City Clerk

APPROVED AS TO FORM:

_____
Lowell Peterson, City Attorney

NOTICE
GLENPOOL UTIITLY SERVICE AUTHORITY
REGULAR MEETING

A Regular Session of the Glenpool Utility Service Authority will begin at 6:00 p.m. immediately following the Glenpool City Council meeting, on Monday, May 4, 2015, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

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

AGENDA

A) Call to Order.

B) Roll call, declaration of quorum.

C) Severn Trent Report -Matt Lail, Project Manager

D) Scheduled Business.

1) Discussion and possible action to elect Chairman.

2) Discussion and possible action to elect Vice-Chairman.

3) Discussion and possible action to approve minutes from April 6, 2015 and April 20, 2015.

4) Discussion and possible action to enter into Executive Session for the purpose of discussing confidential communications between and among the Glenpool City Council/Glenpool Utility Services Authority Board of Trustees, both represented by the City/Trust Attorney and Special Counsel, concerning a pending investigation, claim, or action as to which the City and the Authority, with the advice of their Attorney, have determined that disclosure will seriously impair the ability of the City and the Authority to process the claim or conduct a pending investigation, litigation or proceeding in the public interest, pursuant to Title 25 Sec. 307(B)(4) of the Oklahoma Statutes (Open Meeting Act), *to wit*, discussion of negotiations between the parties following the recent decision by Judge Payne to deny the parties' joint motion for an administrative closing order and set the case for trial in June 2015 [USDC ND/OK Case No. 11-cv-441-JHP-FHM].
(Lowell Peterson, City/Trust Attorney)

5) Possible action to reconvene in Regular Session.

E) Adjournment**.**

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

Signed:_____
Clerk

April 2014
Monthly Operations Report
And
Historical Data Tracking Report

Prepared For the City of Glenpool Ok

Created by:
Severn Trent Services

Report

Severn Trent Services, Inc.
503 West 138th Street
Glenpool OK 74033

Tel 918-322-3822
Fax 918-322-3778

Date: April 30, 2015

To: City of Glenpool

From: Matt Lail, Severn Trent Project Manager

Subject: April 2015 Monthly Report, & Historical Data Tracking

Please find enclosed the monthly operations report for April 2015, and a summary of Historical Data that we are developing for council information. This report will focus on a summary of historical information and some of the main activities that occurred within the report month. This report includes the following:

I. Overview of the month,
II. Annual Maintenance & Material Cap Summary,
III. Monthly Maintenance & Material Cap Expense Summary,
IV. Permit Excursions (Water &Wastewater),
V. Key Operating Issues,
VI. Wastewater Treatment Plant Chemical and Electrical Usage Summary, and
VII. TTHM Summary;
   a. Peoria,
   b. Saddleback.
VIII. HAA-5 Summary;
   a. Peoria,
   b. Saddleback.

I. Overview of Month,

- Completed 178 service orders.
- There were 127 re-reads, & 5 blue tags.
- Completed 10 new service taps, & 14 meter swaps.
- We had 12 animal control calls & transferred to Police Dept.
- Summary by Month:

Glenpool Summary

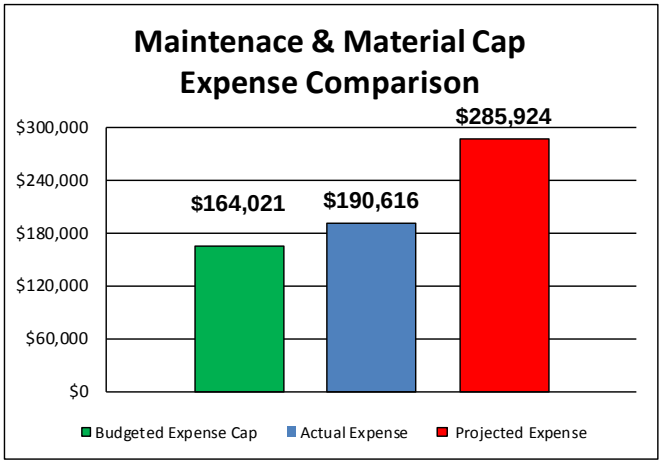
Year	2014				2015				Total	Average
Month	September	October	November	December	January	February	March	April		
Service Orders	157	144	183	173	171	100	107	178	1,213	152
Turn Offs	90	161	121	108	263	147	105	132	1,127	141
Re-Reads	134	90	123	296	368	233	107	127	1,478	185
Blue Tags	12	13	9	14	23	15	8	5	99	12
New Construction	5	5	14	5	8	20	7	10	74	9
Meter Swaps	16	7	9	14	8	4	13	14	85	11
Sewer Backups	0	1	0	2	1	2	1	0	7	1
Sewer Overflows	0	1	0	0	1	0	0	0	2	0
Animal Control Calls	26	19	28	40	12	18	15	0	158	20
WWTP Excursions	0	0	0	0	0	0	0	0	0	0
Water Excursions	0	0	0	0	0	0	0	0	0	0
Maintenance Cap Expense	$20,448.43	$32,950.41	$47,479.68	$32,407.23	$5,445.14	$16,210.08	$25,143.97	$10,531.38	$190,616	$23,827

Average Service/Work Orders Performed Per Month	
Service Orders	152
Turn Offs	141
Re-Reads	185
Blue Tags	12
Service Taps	9
Meter Swaps	11
Average Monthly Total	510

II. Annual Maintenance & Material Cap Summary,

Fiscal Year September 2014 - August 2015	
Budgeted Maintenance Cap	$89,290.08
Budgeted Material Cap	$74,731.08
Total Budgeted Mtc & Material Cap	$164,021.16

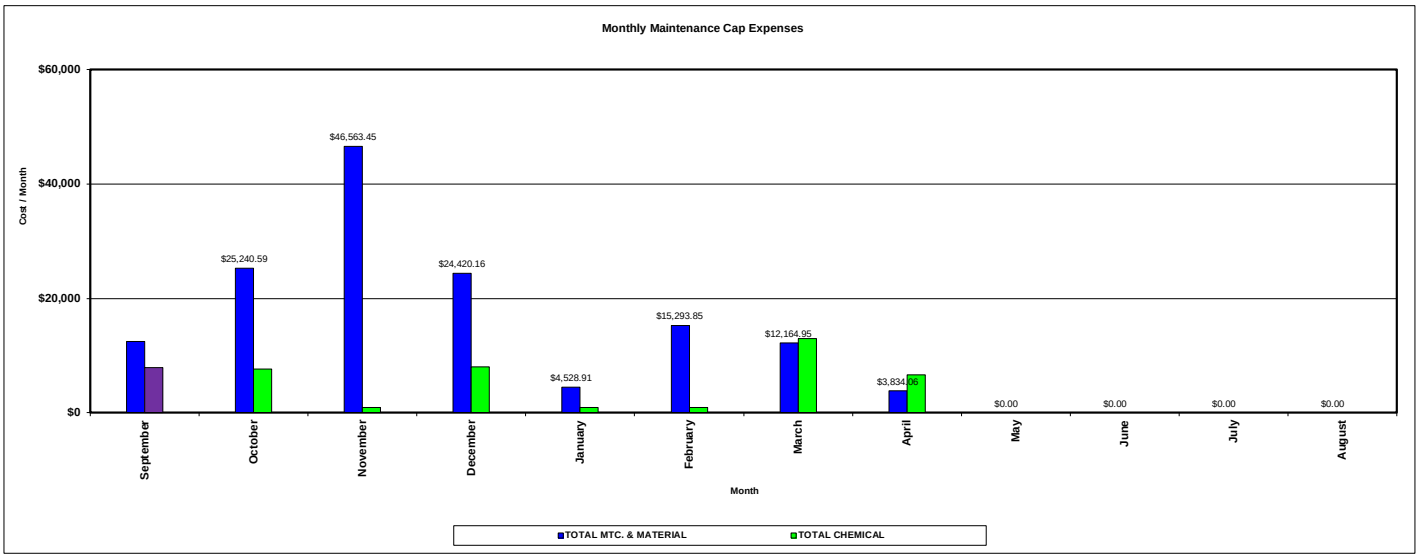
Mtc & Material Cap Comparison & Projection	Total Expense
Current Overage Expense	$0.00
Budgeted Expense Cap	$164,021.16
Actual Expense	$190,616.32
Projected Expense	$285,924.48



III. Monthly Maintenance & Material Cap Expense Summary,

MONTHLY MAINTENANCE EXPENSE SUMMARY

EXPENSE ITEM	September 2014	October 2014	November 2014	December 2015	January 2015	February 2015	March 2015	April 2015	May 2015	June 2015	July 2015	August 2015	TOTAL	AVERAGE
Glenpool Maintenance	$11,497.23	$13,984.69	$7,670.41	$5,670.98	$2,041.47	$6,491.42	$4,618.13	$1,513.83					$53,488.16	$6,686.02
Glenpool Material	$8,951.20	$18,965.72	$39,809.27	$26,736.25	$3,403.67	$9,718.66	$20,525.84	$9,017.55					$137,128.16	$17,141.02
TOTAL MTC. & MATERIAL	$12,503.93	$25,240.59	$46,563.45	$24,420.16	$4,528.91	$15,293.85	$12,164.95	$3,834.06					$144,549.90	$18,068.74
TOTAL CHEMICAL	$7,944.50	$7,709.82	$916.23	$7,987.07	$916.23	$916.23	$12,979.02	$6,697.32					$46,066.42	$5,758.30
TOTAL MAINTENANCE CAP	$20,448.43	$32,950.41	$47,479.68	$32,407.23	$5,445.14	$16,210.08	$25,143.97	$10,531.38					$190,616.32	$23,827.04
% of TOTAL MC	12.5%	20.1%	28.9%	19.8%	3.3%	9.9%	15.3%	6.4%					116.2%	14.5%



IV. Permit Excursions–W&WW:

- WWTP – There were no excursions for the month at the WWTP. Also, the ammonia levels remained elevated through the month.
- WTP –There were no excursions in the Water system.
- The Quarterly TTHM & HAA-5 Sample Analysis was completed in the month of March, and there were no violations to report.

V. Key Operating Issues, / Glenpool Utility / Severn Trent, Monthly Summary Report:

- Challenges:
  - Inclement weather created challenges for us in completing the meter reading cycle, as well as performing mowing & weed eating at the remote facility sites.
  - Lynn contacted me after hours regarding fire hydrants. Why did we stop the repair & replacement program? I informed him that we received instructions at a staff meeting in October to stop pursuing this endeavor as a result of the excessive expense associated with the material. I provide him the information the following day in a copy of the monthly report that was submitted.
  - April 7th, checked a leak on 150th & Zenophan. It appears to be a high water table causing what appears to be a leak. We won't be able to tell completely until the inclement weather subsides.
  - April 8th, I met with Mr. Hipp at 1122 East 133rd Street. Mr. Hipp is complaining of a water leak. After investigation it is clear that the water table is high in the area, and the drainage problems in the area are creating what appears to be a leak. The construction in the area is forcing the drainage to seep through Mr. Hipp's yard causing him problems.
  - April 15th through the 17th, Lynn requested an updated fire hydrant assessment. Ultimately we determined that there approximately 25 hydrants that need to be replaced, and 14 that need to be raised. The approximate dollar amount to get the 25 out of service hydrants working is approximately $50,000.
  - April 28th, Informed the City Manager that we would be using blue paint as an indicator when a meter is read. This will occur during the next read cycle.

- Lift Stations:
  - The rehabilitation / modification of Longhorn lift station is progressing, and should be complete by the 15th of March.
  - The Fern Lift Station had one pump motor burn up in March. The pump/motor was rebuilt & replaced in April.
  - Glen Park Lift Station experienced electrical problems, and we much of the electrical re-worked at the station.
  - April 10th, the contractor is redoing some of the coating in the Longhorn Lift Station.
  - April 20th, submitted Eden South Lift Station information to Lynn. Also, submitted the fire hydrant assessment information to Lynn.
  - April 21st, Wes and I met Lynn, Rick, Joe, and several others (contractor) regarding the possibility of constructing in the Eden South Lift Station area.
  - April 28th, an electrical contractor completed the work at Glen Park. The electrician removed the old disconnect which was a safety hazard, and removed the electric panel. The light was replaced with two independent lights. The original light on the pole didn't work. The dis-connect was replaced, and the electric panel was replaced with a new 3 phase panel. The new panel has a main breaker inside to

disconnect power if needed. The two new lights that were added now face the gate and the lift station. We had the photo cell removed, and a light switch was added to the pole. The old 110 volt receptacle (which did not work) was replaced with a new 110 receptacle.

- Plant / Equipment Issues:
  - Replaced drive belts on Blower # 4 at the WWTP.
  - Hach performed the bi-annual servicing of the Ammonia, and Chlorine analyzers.
  - Haynes Equipment Company came to the plant and performed the annual calibration on the influent, effluent, and split flow meters.
  - Cowen Engineering began some preliminary work regarding collection of information for the sludge study.

- Miscellaneous:
  - We received a request to re-locate the fire hydrant next to the Car Lot on the access road between 138th, and 1365th Street on Union Place.

- Personnel:
  - Wes Richter, Lead Operator for Severn Trent Services; was promoted to Plant Manager over the Jenks WWTP. Wes began his new position on April 13, 2015.
  - We have one position for a meter reader.
  - The plant operator (Larry Tsosie) is being promoted to Lead Operator at the Glenpool WWTP.
  - Larry received his B-Wastewater Laboratory Operators License one April 16th.
  - Margaret Montgomery began personal leave on April 7th.
  - Attended lunch on April 10th with Wes, Bob, and Robert Carr to discuss Wes' new position responsibilities.

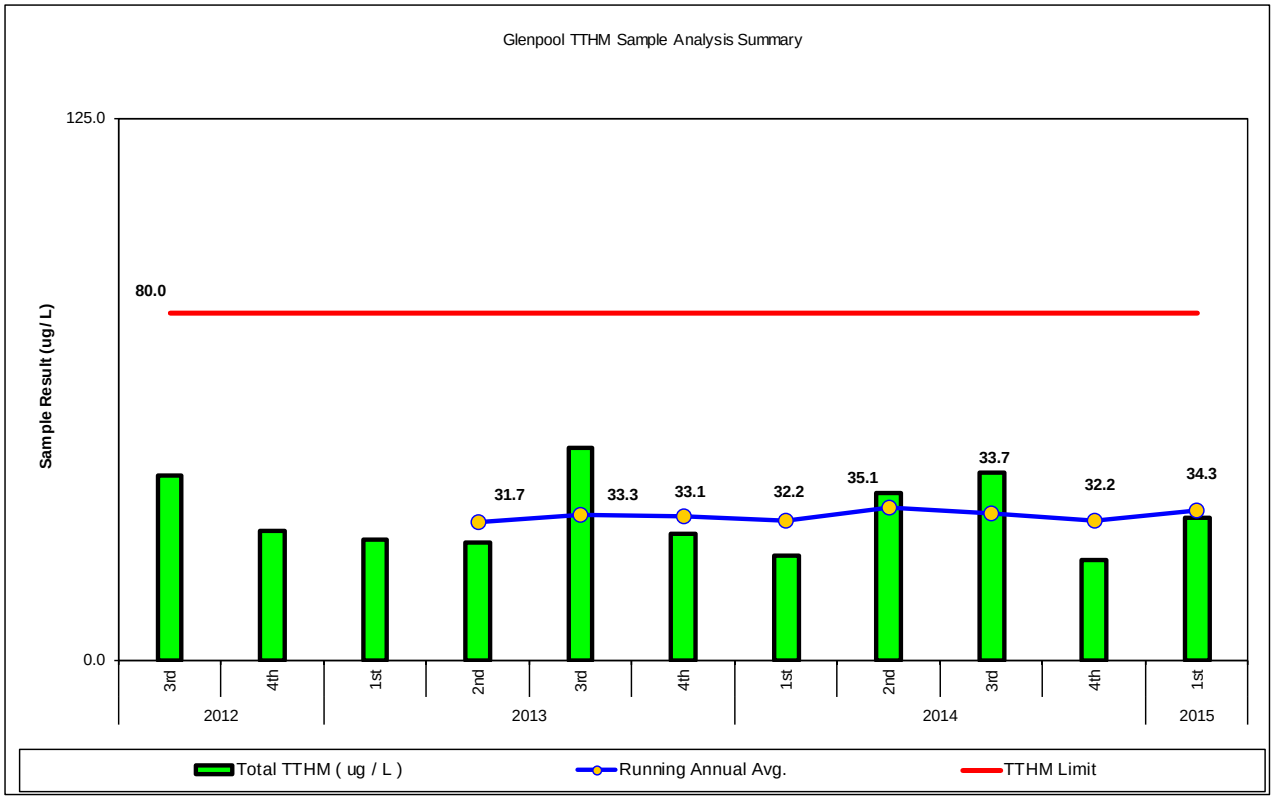
VI. Wastewater Treatment Plant Chemical and Electrical Usage Summary:

GLENPOOL CHEMICAL USAGE TOTALS MAY 2013 Thru DECEMBER 2014														
YEAR	MONTH	FLOW MG	12.5% BLEACH Gallons	12.5% BLEACH Pounds	DOSE mg / L	BLEACH $ / Gallon	BLEACH COST	38% BISULFITE Gallons	38% BISULFITE Pounds	DOSE mg / L	BISULFITE P/G $ / Gallon	BISULFITE COST	ELEC MTR KW	RAIN INCHES
2	MAY	27.908	7,524	941	4.0	$1.18	$8,912.18	899	342	1.5	$2.97	$2,670.03	125,000	4.80
0	JUN	24.329	6,053	757	3.7	$1.10	$6,658.30	617	234	1.2	$2.97	$1,832.49	112,300	2.80
1	JUL	20.998	4,402	550	3.1	$1.10	$4,842.20	603	229	1.3	$2.97	$1,790.91	117,000	4.30
3	AUG	22.309	3,284	411	2.2	$1.10	$3,612.40	617	234	1.3	$2.97	$1,832.49	120,700	2.90
	SEP	19.517	2,874	359	2.2	$1.10	$3,161.40	309	117	0.7	$2.97	$917.73	91,000	2.70
	OCT	21.106	2,064	258	1.5	$1.17	$2,410.34	309	117	0.7	$2.97	$917.73	100,500	4.73
	NOV	21.619	7,425	928	5.1	$1.17	$8,687.25	454	173	1.0	$2.97	$1,348.38	97,800	1.46
	DEC	23.632	3,239	405	2.1	$1.17	$3,789.63	454	173	0.9	$2.97	$1,348.38	102,000	1.79
2	JAN	22.261	1,763	220	1.2	$1.25	$2,203.75	605	230	1.2	$2.97	$1,796.85	117,600	0.07
0	FEB	19.486	6,964	871	5.4	$1.25	$8,705.00	899	342	2.1	$2.97	$2,670.03	115,000	1.11
1	MAR	22.566	5,416	677	3.6	$1.25	$6,770.00	907	345	1.8	$2.97	$2,693.79	125,200	4.80
4	APR	22.270	1,585	198	1.1	$1.28	$2,028.80	302	115	0.6	$2.97	$896.94	119,800	2.29
	MAY	21.590	5,389	674	3.7	$1.28	$6,897.92	303	115	0.6	$2.97	$899.91	120,900	2.64
	JUN	23.445	6,846	856	4.4	$1.28	$8,762.88	303	115	0.6	$2.97	$899.91	118,000	3.52
	JUL	22.281	5,704	713	3.8	$1.28	$7,301.12	303	115	0.6	$2.97	$899.91	119,300	4.53
	AUG	21.888	5,601	700	3.8	$1.31	$7,337.31	611	232	1.3	$2.97	$1,814.67	108,800	1.67
	SEP	21.095	5,400	675	3.8	$1.31	$7,074.00	325	124	0.7	$2.97	$965.25	114,100	2.88
	OCT	26.047	3,126	391	1.8	$1.31	$4,095.06	511	194	0.9	$2.97	$1,517.67	114,500	5.43
	NOV	22.684	2,722	340	1.8	$1.33	$3,620.26	510	194	1.0	$2.97	$1,514.70	97,800	1.84
	DEC	23.741	2,849	356	1.8	$1.33	$3,789.17	514	195	1.0	$2.97	$1,526.58	127,700	1.51
2015	JAN	23.837	1,907	238	1.2	$1.33	$2,536.31	126	48	0.2	$2.97	$374.22	129,500	0.54
	FEB	21.293	2,128	266	1.5	$1.33	$2,830.24	168	64	0.4	$2.97	$498.96	117,100	2.11
	MAR	33.351	6,670	834	3.0	$1.43	$9,541.44	500	190	0.7	$2.97	$1,485.00	121,600	7.39
	APR	29.522	2,361	295	1.2	$1.43	$3,377.41	233	89	0.4	$2.97	$692.01	95,200	3.81
	TOTAL	558.775	103,296				$128,944.36	11,382				$61,088.54	2,728,400	71.62
	AVERAGE	23.282	4,304	538	2.8	$1.25	$5,372.68	474	180	0.9	$2.97	$1,272.68	113,683	2.98

VII. TTHM Summary

a. Peoria

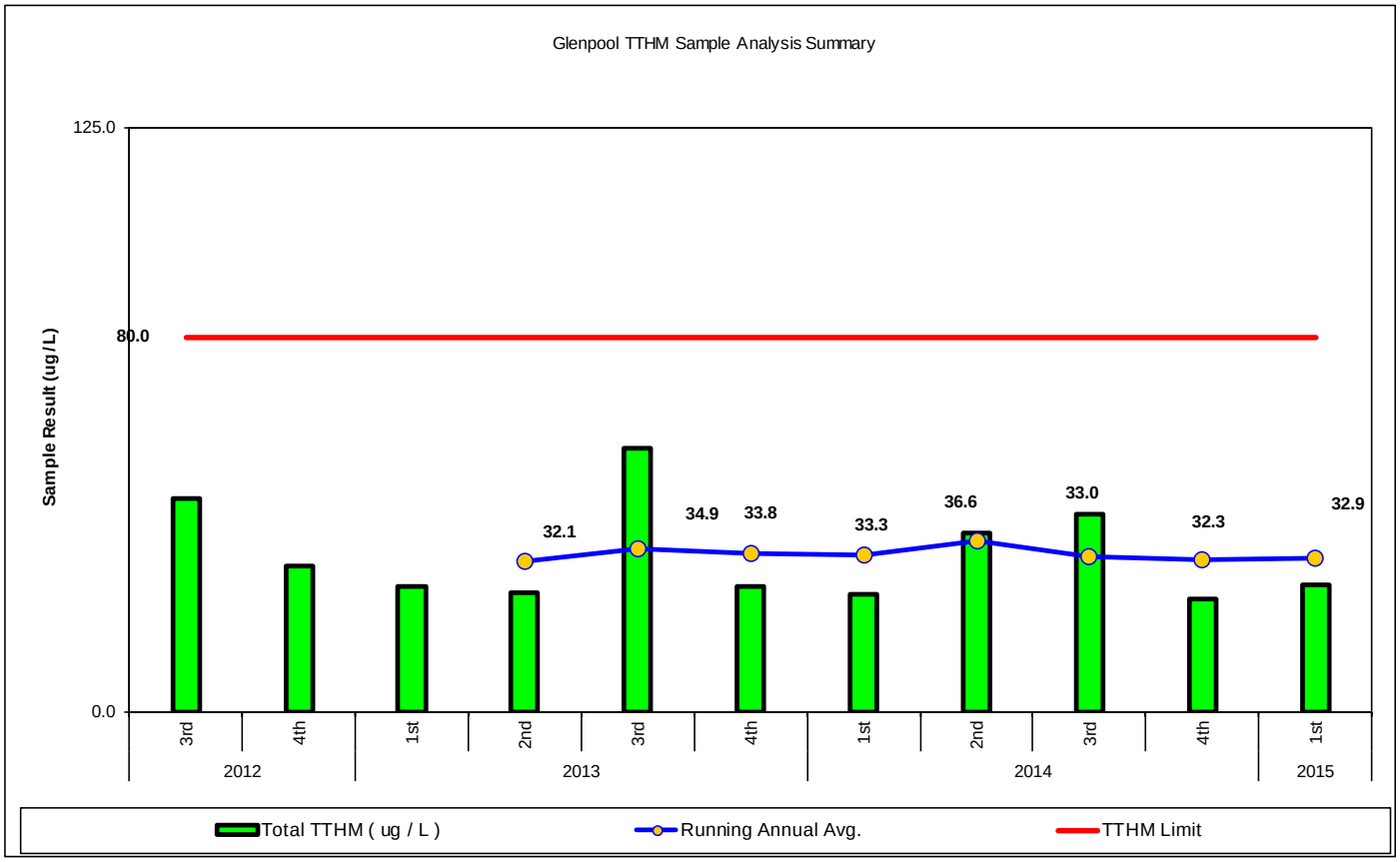
Glenpool Water Analysis TTHM Sample Analysis Summary									
Location	Date	Year	Quarter	Bromodi chloromethane	Bromoform	Dibromo chloromethane	Chloroform	Total TTHM (ug / L)	Running Annual Avg.
S. Peoria	08/08/12	2012	3rd					42.5	
	11/05/12		4th					29.7	
	02/20/13	2013	1st					27.6	
	05/14/13		2nd					26.9	31.7
	08/13/13		3rd	15.6	<1.0	6.0	27.3	48.9	33.3
	11/25/13		4th	8.9	<1.0	3.3	16.7	28.9	33.1
	02/11/14	2014	1st	8.4	<1.0	3.1	12.5	24.0	32.2
	05/13/14		2nd	14.5	< 1.0	6.0	18.0	38.5	35.1
	08/11/14		3rd	14.1	1.3	9.8	18.1	43.3	33.7
	11/12/14		4th	8.0	<1	4.2	10.7	22.9	32.2
	02/09/15	2015	1st	12.1	<1	5.4	15.1	32.6	34.3
Total				81.6	1.3	37.8	118.4	365.8	265.5
Max				15.6	1.3	9.8	27.3	48.9	35.1
Min				8.0	1.3	3.1	10.7	22.9	31.7
Avg				11.7	1.3	5.4	16.9	33.3	33.2



The above results are from the South Peoria location. The TTHM results are reported based on a locational rolling quarter running average. The results are reported in parts per billion. The red line indicates the limit for the rolling quarter annual average. The blue line indicates the running annual average that is used to determine compliance. As you can see this location is well below the limit.

b. Saddleback

Glenpool Water Analysis TTHM Sample Analysis Summary									
Location	**Date**	**Year**	**Quarter**	**Bromodi chloromethane**	**Bromoform**	**Dibromo chloromethane**	**Chloroform**	**Total TTHM (ug / L)**	**Running Annual Avg.**
Saddleback	**08/08/12**	**2012**	**3rd**					45.4	
	11/05/12		**4th**					31.1	
	03/11/13	**2013**	**1st**					26.7	
	05/14/13		**2nd**					25.3	32.1
	08/13/13		**3rd**	17.3	<1.0	6.3	32.8	56.4	34.9
	11/25/13		**4th**	8.3	<1.0	3.5	14.8	26.6	33.8
	02/11/14	**2014**	**1st**	8.4	<1.0	3.0	13.6	25.0	33.3
	05/13/14		**2nd**	14.6	< 1.0	6.8	16.8	38.2	36.6
	08/11/14		**3rd**	13.8	1.1	8.3	19.0	42.2	33.0
	11/12/14		**4th**	8.1	< 1.0	4.1	11.7	23.9	32.3
	02/09/15	**2015**	**1st**	10.2	< 1.0	4.6	12.4	27.2	32.9
Total				80.7	1.1	36.6	121.1	368.0	268.8
Max				17.3	1.1	8.3	32.8	56.4	36.6
Min				8.1	1.1	3.0	11.7	23.9	32.1
Avg				11.5	1.1	5.2	17.3	33.5	33.6



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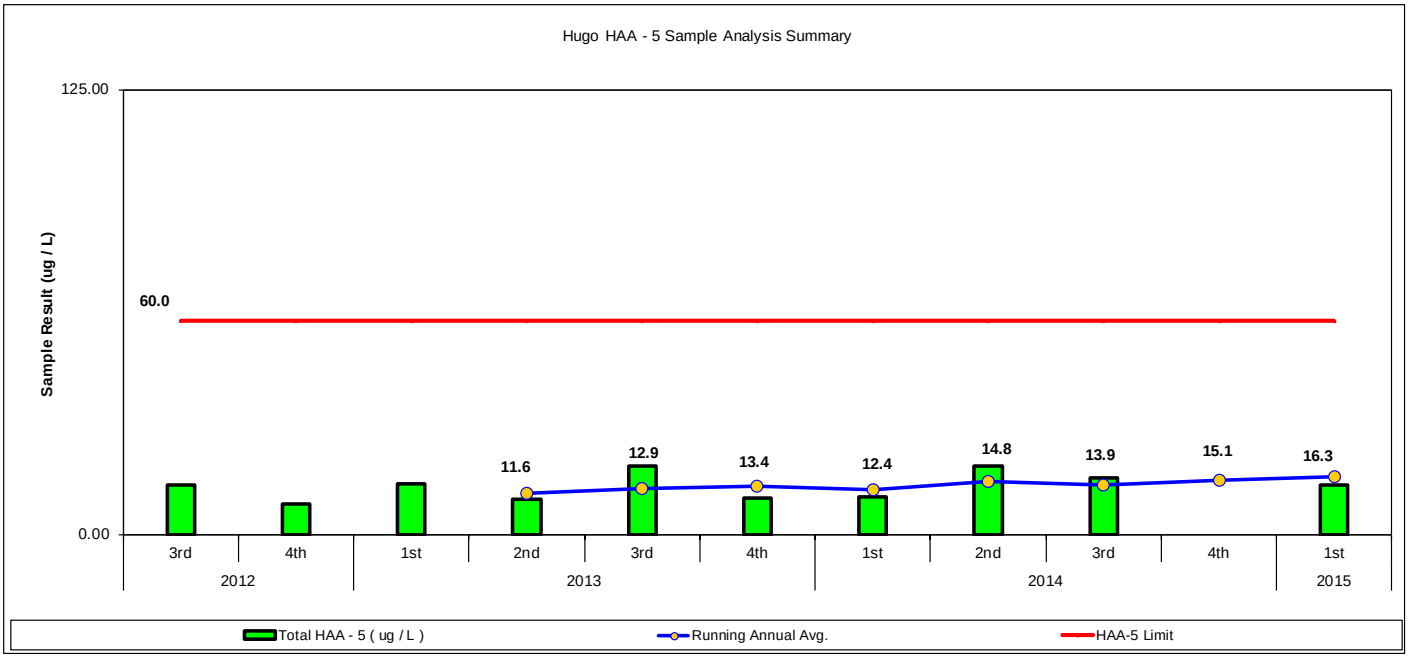
VIII. HAA-5 Summary

a. Peoria

Glenpool Water Analysis HAA - 5 Sample Analysis Summary													
Location	Date	Year	Quarter	Dalapon	HAA-5	Bromochloroa	Dibromoacetic	Dichloroacetic	Monobromoac	Monochloroac	Trichloroaceti	Total HAA - 5 (ug / L)	Running Annual Avg.
S. Peoria	08/08/12	2012	3rd		13.90							13.90	
	11/05/12		4th		8.40							8.40	
	02/20/13	2013	1st		14.20							14.20	
	05/14/13		2nd		9.90							9.90	11.60
	08/13/13		3rd		19.10							19.10	12.90
	11/25/13		4th		10.30	3.00	<1.0	6.70	<1.0	<2.0	3.60	10.30	13.38
	02/11/14	2014	1st		10.40	2.40	<1.0	6.10	<1.0	<2.0	4.30	10.40	12.43
	05/13/14		2nd		19.20	5.70	1.60	12.10	< 1.0	< 2.0	5.50	19.20	14.75
	08/11/14		3rd		15.80	6.00	2.60	9.40	< 1.0	< 2.0	3.80	15.80	13.93
	11/12/14		4th		<6	2.10	<1	3.40	< 1.0	<2.2	2.20	<6	15.13
	02/09/15	2015	1st		13.80	4.10	1.10	7.60	< 1.0	< 2.0	5.10	13.80	16.27
Total					135.0	23.3	5.3	45.3	0.0	0.0	24.5	135.0	110.4
Max					19.2	6.0	2.6	12.1	0.0	0.0	5.5	19.2	16.3
Min					8.4	2.1	1.1	3.4	0.0	0.0	2.2	8.4	11.6
Avg					13.5	3.9	1.8	7.6	#DIV/0!	#DIV/0!	4.1	13.5	13.8



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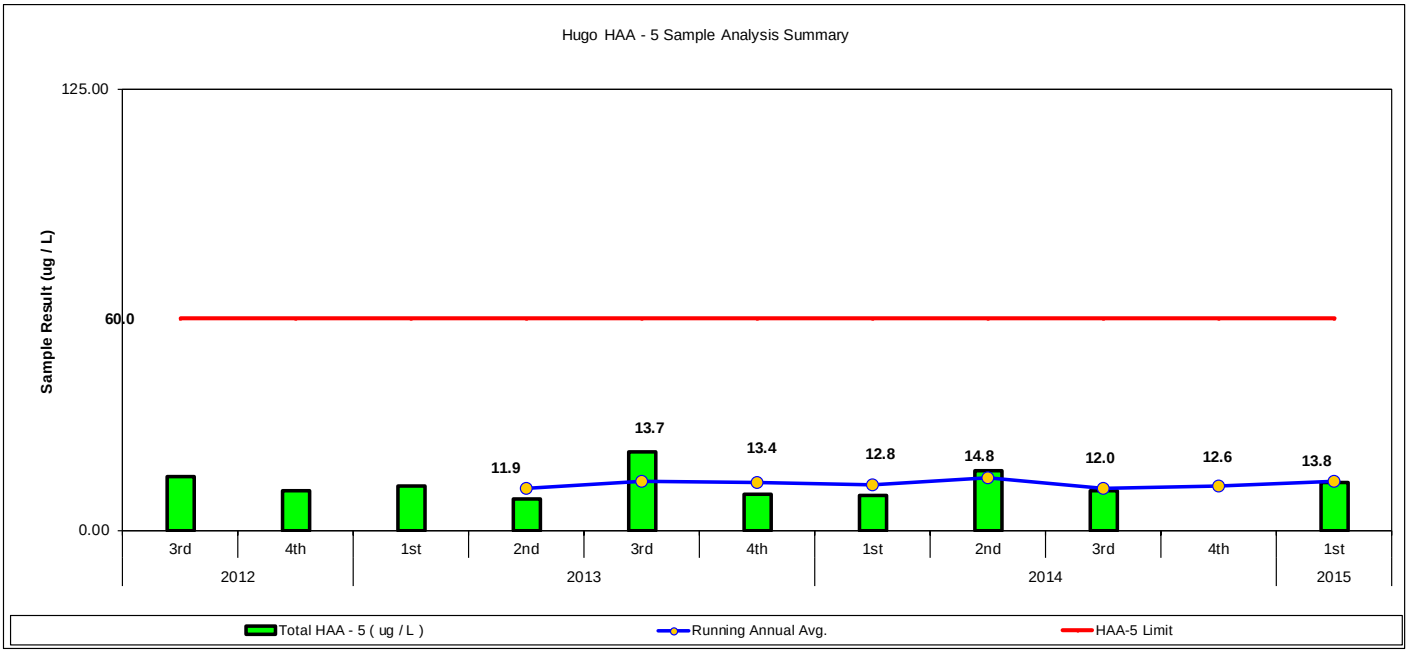
b. Saddleback

Glenpool Water Analysis HAA - 5 Sample Analysis Summary													
Location	Date	Year	Quarter	Dalapon	HAA-5	Bromochloroa	Dibromoacetic	Dichloroacetic	Monobromoac	Monochloroac	Trichloroaceti	Total HAA - 5 (ug / L)	Running Annual Avg.
Saddleback	08/08/12	2012	3rd		15.10							15.10	
	11/05/12		4th		11.20							11.20	
	03/11/13	2013	1st		12.40							12.40	
	05/14/13		2nd		9.00							9.00	11.93
	08/13/13		3rd		22.20							22.20	13.70
	11/25/13		4th		10.10	2.80	<1.0	6.10	<1.0	<2.0	4.00	10.10	13.43
	02/11/14	2014	1st		9.90	2.30	<1.0	5.60	<1.0	<2.0	4.30	9.90	12.80
	05/13/14		2nd		16.80	5.50	1.70	10.00	< 1.0	< 2.0	5.10	16.80	14.75
	08/11/14		3rd		11.20	4.30	1.80	6.90	< 1.0	< 2.0	2.50	11.20	12.00
	11/12/14		4th		<6	1.90	<1.0	3.50	< 1.0	< 2.0	2.10	<6	12.63
	02/09/15	2015	1st		13.50	4.30	1.30	7.80	< 1.0	< 2.0	4.00	13.50	13.83
Total					131.4	21.1	4.8	39.9	0.0	0.0	4.4	131.4	105.1
Max					22.2	5.5	1.8	10.0	0.0	0.0	5.1	22.2	14.8
Min					9.0	1.9	1.3	3.5	0.0	0.0	2.1	9.0	11.9
Avg					13.1	3.5	1.6	6.7	#DIV/0!	#DIV/0!	3.7	13.1	13.1



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MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
REGULAR SESSION
April 6, 2015

The Regular Session of the Glenpool Utility Services Authority was held at 7:25 p.m., Glenpool City Hall. Trustees present: Momodou Ceesay, Chairman; Alyce Korb, Vice Chairman; Tim Fox, Trustee; Trish Agee, Trustee, and Jennifer Ballew, Trustee.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Susan White, Trust Secretary; and Lynn Burrow, Community Development Director.

A) Chairman Ceesay called the meeting to order at 7:25 p.m.

B) Susan White, Trust Secretary called the roll and Chairman Ceesay declared a quorum present.

C) Severn Trent Report -Matt Lail, Project Manager

- Mr. Matt Lail submitted the monthly operations report for March 2015 and presented a brief overview of the projects completed for the same month.

D) Scheduled Business

1) **Discussion and possible action to approve minutes from March 2, 2015.**
MOTION: Trustee Agee moved, second by Vice Chairman Korb to approve minutes as presented.
FOR: Trustee Fox; Trustee Agee; Trustee Ballew; Vice Chairman Korb; Chairman Ceesay
AGAINST: None
Motion carried.

2) **Discussion And Possible Action To Adopt Resolution No. 15-04-01, A Resolution Of The City Council Of The City Of Glenpool & Glenpool Utility Services Authority Approving An Amended And Restated Trust Indenture For The Oklahoma Municipal Retirement Fund; Providing Amendments To The Trust To Authorize Daily Valuations And Daily Accounting For Assets Within The Master Defined Contribution Plans Administered By Oklahoma Municipal Retirement Fund; Providing For The Daily Valuation Of Participant Accounts In The Defined Contribution Plans Administered By Oklahoma Municipal Retirement Fund And Providing Procedures And Rules For Accounting Of Such Assets; Providing For Effective Date Of Amended And Restated Trust Indenture And Continuing Existing Trust As Amended In Full Force And Effect.**
MOTION: Trustee Agee moved, second by Vice Chairman Korb to adopt Resolution No. 15-04-01 as presented.
FOR: Trustee Agee; Trustee Ballew; Trustee Fox; Vice Chairman Korb; Chairman Ceesay
AGAINST: None
Motion carried.

3) **Discussion and possible action to enter into a professional services contract with Cowan Group Engineering, LLC for a Wastewater Treatment Facility Lagoon Sludge Study in an amount not to exceed $11,500.00 and authorize City/Trust Manager to execute contract.**
MOTION: Trustee Agee moved, second by Vice Chairman Korb to enter into a contract with Cowan Group Engineering, LLC in an amount not to exceed $11,500, for the purpose stated, and further authorize the City/Trust Manager to execute the contract.
FOR: Trustee Ballew; Trustee Fox; Trustee Agee; Vice Chairman Korb; Chairman Ceesay
AGAINST: None
Motion carried.

4) **Discussion and possible action to accept ODEQ Permit No. WL000072150003, Southside Industrial Park Potable Water Line Extension, Facility No. 3007223.**
Lynn Burrow, Community Development Director presented the ODEQ permit for the waterline extension and requested Trustee acceptance of said permit.

MOTION: Trustee Agee moved, second by Vice Chairman Korb to accept ODEQ Permit No. WL00007215003 as presented.
FOR: Trustee Fox; Trustee Agee; Trustee Ballew; Vice Chairman Korb; Chairman Ceesay
AGAINST: None
Motion carried.

Chairman Ceesay declared a recess at 7:44 p.m.

Chairman Ceesay resumed the meeting at 7:47 p.m.

5) Discussion and possible action to enter into Executive Session.
MOTION: Trustee Agee moved, second by Vice Chairman Korb to convene into Joint Executive Session with the City Council for the purpose stated in Item 6.
FOR: Trustee Agee; Trustee Ballew; Trustee Fox; Vice Chairman Korb; Chairman Ceesay
AGAINST: None
Motion carried.

6) Executive Session for the purpose of discussing confidential communications between and among the Glenpool City Council/Glenpool Utility Services Authority Board of Trustees, both represented by the City/Trust Attorney and Special Counsel, concerning a pending investigation, claim, or action as to which the City and the Authority, with the advice of their Attorney, have determined that disclosure will seriously impair the ability of the City and the Authority to process the claim or conduct a pending investigation, litigation or proceeding in the public interest, pursuant to Title 25 Sec. 307(B)(4) of the Oklahoma Statutes (Open Meeting Act), *to wit*, discussion of the recent decision by Judge Payne to deny the parties' joint motion for an administrative closing order and set the case for trial in June 2015 [USDC ND/OK Case No. 11-cv-441-JHP-FHM].

7) Possible action to reconvene in Regular Session.
MOTION: Trustee Ballew moved, second by Vice Chairman Korb to reconvene in Regular Session at 8:37.
FOR: Trustee Ballew; Trustee Fox; Trustee Agee; Vice Chairman Korb; Chairman Ceesay
AGAINST: None
Motion carried.

E) Adjournment.

- There being no further business, Chairman Ceesay declared the meeting adjourned at 8:38 p.m.

_____
Date

_____
Chairman

ATTEST:

_____
Secretary

MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
SPECIAL SESSION
April 20, 2015

The Special Session of the Glenpool Utility Services Authority was held at 6:24 p.m., Glenpool City Hall. Trustees present: Momodou Ceesay, Brandon Kearns, Tim Fox, Trish Agee, and Jennifer Ballew.

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

A) Tim Fox called the meeting to order at 6:24 p.m.

B) Susan White, Trust Secretary called the roll and declared a quorum present.

Susan White pointed out a clerical error on the agenda which recorded the meeting date as April 20, 2014 instead of April 20, 2015. She stated that she sought the advice of Lowell Peterson, Trust Attorney as soon as the error was discovered. Mr. Peterson advised the Board that he concluded since it represented a clerical error and particularly since the GUSA Board will not be called upon to take any action, he didn't believe the error was significant and advised the Board to proceed.

C) Scheduled Business

1) Discussion and possible action to enter into Executive Session.
MOTION: Trustee Agee moved, second by Trustee Fox to enter into Executive Session.
FOR: Trustee Kearns; Trustee Agee; Trustee Ballew; Trustee Ceesay; Trustee Fox
AGAINST: None
Motion carried.

2) Executive Session for the purpose of discussing confidential communications between and among the Glenpool City Council/Glenpool Utility Services Authority Board of Trustees, both represented by the City/Trust Attorney and Special Counsel, concerning a pending investigation, claim, or action as to which the City and the Authority, with the advice of their Attorney, have determined that disclosure will seriously impair the ability of the City and the Authority to process the claim or conduct a pending investigation, litigation or proceeding in the public interest, pursuant to Title 25 Sec. 307(B)(4) of the Oklahoma Statutes (Open Meeting Act), *to wit,* discussion of negotiations between the parties following the recent decision by Judge Payne to deny the parties' joint motion for an administrative closing order and set the case for trial in June 2015 [USDC ND/OK Case No. 11-cv-441-JHP-FHM].

Trustee Ballew left the meeting.

3) Possible action to reconvene in Special Session.
MOTION: Trustee Agee moved, second by Trustee Kearns to reconvene in Special Session at 7:20 p.m.
FOR: Trustee Agee; Trustee Kearns; Trustee Ceesay Trustee Fox
AGAINST: None
ABSENT: Ballew
Motion carried.

D) Adjournment.

- There being no further business the meeting adjourned at 7:20 p.m.

_____
Date

_____
Chairman

ATTEST:

_____

Secretary

NOTICE
GLENPOOL INDUSTRIAL AUTHORITY
MEETING

A Regular Session of the Glenpool Industrial Authority will begin at 6:00 p.m. immediately following the Glenpool Utility Service Authority meeting, Monday, May 4, 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 elect Chairman.

2) Discussion and possible action to elect Vice-Chairman.

3) Discussion and possible action to approve minutes from April 6, 2015 meeting.

4) Discussion and possible action to award a contract to Seibold Architects, AIA AICP to perform an Economic Impact/Feasibility Study/Preliminary Construction Cost Estimate of a sports venue park to be constructed on property owned by the Glenpool Industrial Authority, and authorizing Chairman Fox to sign on behalf of the Authority.
(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

MINUTES
GLENPOOL INDUSTRIAL AUTHORITY
April 6, 2015

The Regular Session of the Glenpool Industrial Authority was held at 7:44 p.m., Council Chambers, Glenpool City Hall. Trustees present: Momodou Ceesay, Chairman; Alyce Korb, Vice Chairman; Tim Fox, Trustee; Trish Agee, Trustee and Jennifer Ballew, Trustee.

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

A) Chairman Ceesay called the meeting to order at 7:44 p.m.

B) Scheduled Business

1) **Discussion and possible action to approve minutes from March 2, 2015 meeting.**
MOTION: Trustee Agee moved, second by Vice Chairman Korb to approve the minutes as presented.
FOR: Trustee Fox; Trustee Agee; Trustee Ballew; Vice-Chairman Korb; Chairman Ceesay
AGAINST: None
Motion Carried.

C) Adjournment

- There being no further business, Chairman Ceesay declared the meeting adjourned at 7:44 p.m.

_____
Date

_____
Chairman

ATTEST:

_____
Secretary

City Of Glenpool

Creating Opportunity

To: HONORABLE CHAIRMAN, MEMBERS OF THE BOARD OF TRUSTEES

From: Roger Kolman, City Manager

Date: April 30, 2015

Subject: Feasibility Study

Background:

Many of the cities in the metro area are contemplating the possibility of holding elections this fall to capture the expiring optional sales tax currently collected by Tulsa County. Tulsa County's Vision 2025 tax is a 6/10 of a penny sales tax that was approved by the County's voters in 2003 to provide funding for economic development related projects across the County.

One project that has been discussed for this tax in Glenpool is the development of a multi sports venue that could be constructed on the 40 acre parcel owned by the Glenpool Industrial Authority at 156th Street. Before placing this option before the voters, staff is recommending that we obtain an independent feasibility and preliminary cost of construction study that will quantify the economic benefits of the project as well as determine if the costs of construction can be covered by the 6/10 penny tax. Staff discussed the project with several entities, before finding two that would be able to provide the study that would provide the information that we seek. The response to our RFQ resulted in bids from a national firm of $88,800 and from a firm from in state of $39,960.

Both firms would be able to prepare quality studies that would provide the information that the city and our voters need to make decisions going forward. Staff is recommending awarding the bid to Seibold Architects out of Oklahoma City due to the experience of the firm's principal in: city planning, economic development studies, and developing city sports venues. The firm's bid is for $39,960 with a final delivery date of July 3rd, allowing for ample time to meet the filing dates for a proposition to go before the voters.

Staff Recommendation:

Staff recommends that the Industrial Authority Board of Trustees award a bid to Seibold Architecture to perform an Economic Impact/Feasibility/Estimated Cost of Construction Study related to the construction of a multi sports venue to be constructed on property owned by the Industrial Authority on 156th Street, east of U.S. Highway 75.

Attachments:

Seibold Architecture Proposal

Mark Seibold Resume

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

Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Patricia Agee, Jennifer Ballew and Brandon Kearns
City Manager Roger Kolman, City Clerk Susan White
www.glenpoolonline.com

Proposal for Architecture and Planning Services
Economic Impact / Feasibility Study
Glenpool, Oklahoma

Scope of Work
To process, prepare and draft an Economic Impact / Feasibility Study for a sports venue operator on property owned by the City of Glenpool. The study will establish the baseline economic data with present and historic values, and create an estimate for future population increase, sales tax collections, and increased activity that may result from the development of a sports venue. The Study will outline an Economic Development Action Plan to support future growth and development of Glenpool according to input from the City of Glenpool. The study will include an updated cost estimate for design, construction, operation and maintenance based on the site design provided by the City of Glenpool. The study will provide information and support to determine the most likely use of incentives to attract a sports venue operator and the sources of income to support such development.

Final Report
The final report will provide the City of Glenpool a scenario or scenarios to guide decision making regarding the funding, development, operation and maintenance for the dedicated sports venue. The final report will not include an alternatives analysis or assumptions of highest and best use outside of the initial scope provided by the City of Glenpool. The final report will be provided to the City of Glenpool in paper and electronic formats.

Schedule and Fees
Work will begin with a written authorization to proceed. Based on the short delivery schedule, and necessity to establish baseline data to support the Impact Study, work will begin with a series of meetings with city staff and community leaders. Two (2) public presentations and Two (2) community meetings will be scheduled to gather input from the residents of Glenpool and community leaders.

Administrative Staff /Graphic Design	$35.00 per hour
Architect	$85.00 per hour
City Planner	$85.00 per hour
Engineering / Cost Estimating	$125.00 per hour

Production of the draft study, and updated cost estimate will be complete by **June 19th, 2015**, with the Final Study submitted in paper and electronic format to the City of Glenpool by **July 3rd, 2015**. The Study will be provided for a not to exceed sum of **$39,960.00** to be billed monthly. Any additional scope of work or project extensions will be negotiated with the City of Glenpool according to the fee schedule provided.

Reimbursable Expenses
Subject matter experts may be retained by Mark Seibold to support the Economic Impact Feasibility Study where necessary. These consultants will provide a fee schedule and scope of work to be approved in writing prior to initiation of work and will be invoiced outside of the not to exceed sum. Reimbursable printing, travel, and marketing expenses directly related to the production of the study will be submitted under separate invoice.

Contact Information
Mark Seibold AIA AICP
Architect – City Planner
Oklahoma City, Oklahoma
(405) 517-6656
seiboldarchitecture@gmail.com

MARK SEIBOLD AIA AICP

2901 NW 36th Street, Oklahoma City OK 73112

Phone 405 517-6656 seiboldarchitecture@gmail.com skype: mark_seibold_okc

PROFESSIONAL EXPERIENCE

Architect – City Planner 2013–2015

Principal and owner of Seibold Architecture a specialty architecture and city planning office serving communities throughout Oklahoma and the surrounding region. Combining experience in architecture and development with city planning and financial planning to support project development and long term sustainability.

Capital Planning Director, State of Oklahoma, Office of Management and Enterprise Services, Oklahoma City, OK 2012–2013

Developed new program to implement strategic statewide management of all State owned buildings and facilities as mandated in 2011-2012 legislative session. Applied business model management to State properties using building design and construction standards. Implemented energy and programmatic efficiencies among 163 state agencies, 7 million square feet and 33,000 employees. Managed multidisciplinary team of directors, managers, administrative personnel, and elected officials.

- Communications: Formulated strategic process and solutions for uniform real property asset management that supported state agency mission and enhanced visibility of capital project needs. Built support for unified operational goals and standards throughout all levels of government employees.
- Policy: Developed standard models and practices to identify strategic short term and long-term priorities for limited state resources.
- Customer Service: Established customer service model to respond to the needs and various functional needs of the State agency customers, according to agency priorities and mission.
- Financial Life Cycle Modeling: Established criteria for baseline assessment for life cycle cost analysis to maximize investment of State resources.

City Planner/Architect/Community Development Director, City of Choctaw, OK 2005-2012

Organized, directed, and managed the planning and development of city that experienced 18% population growth from 2000-2010. Responsible for composition, management, and implementation of 20-year City Comprehensive Plan, including public meetings; responsible for administration of the Planning and Zoning Commission and Board of Appeals.

- Future Planning: Created and managed the City Comprehensive Plan. Authored design guidelines and policy drafts to guide future zoning and land use decisions by elected officials.
- Current Planning: Conducted plan review for new construction and renovated buildings, issued building permits, conducted zoning hearings, and administered the city's municipal code. Moderated public hearings and community development meetings between zoning applicants and general public. Facilitated discussions between business leaders, Chamber of Commerce, and local residents on the value of strong community design principles.
- Regional Planning: Working closely with the Association of Central Oklahoma Governments and component municipal entities, began program to create planning "toolkits" to support smaller entities with limited resources. Toolkit included model ordinances, design guidelines, economic development data and complete streets design principles to support mixed use and walkable development.

Project Architect, ADG, Oklahoma City, OK 2002-2005

Responsible for coordinating design team and execution of construction documents for health care and university clients as well as urban housing, retail, and restaurant designs in addition to an array of conceptual master plans for urban, institutional, and private businesses.

MARK SEIBOLD AIA AICP

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Phone 405 517-6656 seiboldarchitecture@gmail.com skype: mark_seibold_okc

EDUCATION AND CERTIFICATION

Oklahoma State University, School of Architecture, BArch, 2001
Architect, State of Oklahoma, License #4879. Licensed since 2005.
National Council of Architecture Registration Boards Certificate #61,181 NCARB. Member since 1998.
American Institute of Certified Planners #024749. AICP 2011

Business Experience

Co-Founder/Partner/Shareholder, COOP Ale Works LLC
Founder and Owner, LEAF + BEAN Ltd. Co.

Volunteer activities

Architecture for Humanity, London Chapter 2013
OU College of Architecture, Professional Advisory Board, 2011-Present
Chairman, Area-Wide Planning Technical Advisory Committee, Association of Central Oklahoma Govt's, 2009-2011
Vice Chair, Regional Transit Dialogue, Land Use and Development Committee, 2009-2011
Volunteer for Regional Food Bank of Oklahoma, 2008-Present
Oklahoma Arts Council, Accessibility or the Arts Task Force, 2005-2006
American Institute of Architects - National, Regional Associated Director, 2004-2006
American Institute of Architects - Central Oklahoma Chapter, Associate Director, 2003

Public Speaking

Capital Planning for University Physical Plant Administrators, Edmond, 2013 • Aesthetic Overlay District, Choctaw Chamber of Commerce, 2012 • Craft Brewers Conference, San Francisco, CA, Planning and Zoning for Microbreweries, 2011 • Great Lakes Water Conservation Conference, Milwaukee, Wisconsin, Water conservation principles through design, 2010 • Mixed Use Development for the Association of Central Oklahoma Governments, 2009 • Oklahoma Municipal League Annual Conference, Design, Planning, and Community Engagement, 2008 • Community group presentations on the origins and success of COOP Ale Works and LEAF + BEAN businesses, 2008-2013.

Technical Writing, Analysis, and Publication

Community Energy Strategic Plan, 2012 • Aesthetic Overlay Zoning District, 2012 • Economic Development Action Plan, 2010 • City of Choctaw Comprehensive Plan (first update since 1976), 2011 • Contributing author to ACOG Regional Transit Dialogue Report, 2011 • Special urban design studies for the City of Choctaw to enhance the Central Business District 2005-2012 • Business and financial plans for COOP Ale Works and LEAF + BEAN.

Design and Communication

Adobe CS6; Illustrator, Photoshop, and Premier Pro (audio & video editing) • AutoCAD 2012 • Microsoft Office.

Specialized Skills

Analysis and Prioritization of 8 year Capital Improvement Plans • Strategic Planning for State Government • Asset Management Policies and Procedures • Architecture Project Budgeting • Cost Estimation • Contract Execution • Programming • Project Design • Construction Documents • Construction Administration • Financial analysis and forecasting • Municipal and State Capital Improvement Planning • Architecture practice administration • Urban Design Presentations.

MARK SEIBOLD AIA AICP
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Phone 405 517-6656 seiboldarchitecture@gmail.com skype: mark_seibold_okc

REFERENCES

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Oklahoma City, OK 73102
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Robert Floyd
City Manager
City of Blanchard, OK
PO Box 480
Blanchard, OK 73010
(405) 485-9392

Butch Freeman
Oklahoma County Treasurer
320 Robert S. Kerr #307
Oklahoma City, OK 73102
(405) 713-1316

NOTICE
GLENPOOL CEMETERY TRUST AUTHORITY
SPECIAL MEETING

A Special Session of the Glenpool Cemetery Trust Authority will begin at 6:00 p.m. immediately following the Glenpool Industrial Authority meeting, Monday, May 4, 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 elect a Chairman.

2) Discussion and possible action to elect a Vice-Chairman.

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
REGULAR MEETING

A Regular Session of the Glenpool Area Emergency Medical Service District will begin at 6:00 p.m. immediately following the Glenpool Cemetery Trust Authority meeting, Monday, May 4, 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) District Administrator Report – Susan White, District Administrator

D) Guardian-EMS Plus Report -- Ed Fowler, Director of Operations

E) Scheduled Business.

- **1)** Discussion and possible action to elect Chairman.
- **2)** Discussion and possible action to elect Vice-Chairman.
- **3)** Discussion and possible action to approve minutes from April 6, 2015 meeting.
- **4)** Discussion and possible action to accept the EMS Plus Activity Report for April, 2015.

F) 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

Glenpool Area Emergency Medical Services District
12205 South Yukon Avenue
Glenpool, Oklahoma 74033

To: HONORABLE CHAIR AND GEMS DISTRICT BOARD MEMBERS

From: Susan White, District Administrator, Clerk/Secretary

Date: May 4, 2015

Subject: District Administrator Report

GEMS Board Appointments:

I was able to confirm through the office of the Tulsa County Board of Commissioners that Members Fox and Kearns were appointed to the GEMS Board, during the Commissioner meeting April 27. Mr. Fox was appointed for an additional five year term, expiring May 31, 2020; and Mr. Kearns was appointed to fill the unexpired term of Alyce Korb. Expiration for that term is May 31, 2017.

First Responder Equipment

Under the direction of Mr. Kolman, staff has begun to inventory equipment stored in the garage formerly used by the Volunteer First Responder Agency. Equipment will be transitioned to the appropriate departments. Various city departments will be involved in the effort, including discussion with EMS Plus.

MINUTES
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
REGULAR SESSION
April 6, 2015

The Regular Meeting of the Glenpool Area Emergency Medical Service District was held at 7:45 p.m., Council Chambers, Glenpool City Hall. Members present: Momodou Ceesay, Chairman; Alyce Korb, Vice Chairman; Tim Fox, Member; Patricia Agee, Member and Jennifer Ballew, Member.

Staff present: Lowell Peterson, District Legal Counsel and Susan White, District Administrator, Clerk/Secretary. Roger Kolman, City Manager was also present.

A) Chairman Ceesay called the meeting to order at 7:45 p.m.

B) Dist. Administrator/Secretary Susan White called the roll and Chairman Ceesay declared a quorum present.

C) District Administrator Report – Susan White, District Administrator

- Ms. White reported that staff is working on an evaluation and disposal plan for the equipment remaining following the dissolution of the Volunteer First Responder Agency.

D) Guardian-EMS Plus Report – Ed Fowler, Director of Operations

- None

E) Schedule Business

1) Discussion and possible action to approve minutes from March 2, 2015 meeting.
MOTION: Member Agee moved, second by Vice Chairman Korb to approve the minutes as presented.
FOR: Member Fox; Member Agee; Member Ballew; Vice-Chairman Korb; Chairman Ceesay.
AGAINST: None
Motion carried.

2) Discussion and possible action to accept the EMS Plus Activity Report for March 2015.
MOTION: Member Agee moved, second by Vice Chairman Korb to accept the Activity Report as presented.
FOR: Member Agee; Member Ballew; Member Fox; Vice Chairman Korb; Chairman Ceesay
AGAINST: None
Motion carried.

F) Adjournment.

- There being no further business, the meeting was adjourned at 7:47 p.m.

_____
Date

ATTEST:

_____
Chairman

_____
Clerk/Secretary

April 28, 2015

City of Glenpool
P O Box 70
Glenpool, OK 74033-0070

Enclosed, please find our report of ambulance response activity for the period of March 31st, 2015 to April 27th, 2015.

During this time period, we logged 117 responses. The following is a breakdown of these responses:

Emergency responses – 112 –96% response time compliance.
Non-Emergency responses – 5 – response time not applicable.

Twelve responses utilized a second ambulance, responding from Glenpool, on their way back from another call or another ambulance service responding from outside the area. Two responses required the use of a third ambulance and one response required the use of a fourth ambulance.

Two responses were outside the Glenpool response area.

Five responses had long response times. The first call with a long response time was due to the ambulance crew misunderstanding the address. The address was on 142 St, but the ambulance crew thought it was on 132 St.

The second call with a long response time was due to the ambulance crew not understanding the hundred blocks in Glenpool. That ambulance has been retrained on this topic.

The next long response time was due to the ambulance standing by in Glenpool having mechanical issues. Another ambulance was dispatched on their way back from another call.

The next call with a long response time was due to the ambulance crew taking too long to be enroute to the call. This crew has been counseled.

The final call with a long response time was located in the south east corner of the response area. It was dark outside and the crew had difficulty seeing the house number, causing them to go past the address. When the mistake was realized, they turned around and went directly to the scene.

Should you have any questions or concerns regarding this report, please feel free to contact me.

Sincerely,

Matthew R Davis

Matthew R. Davis
Chief Executive Officer

P O Box 197, Glenpool, OK 74033-0197 - (918) 258-6671 - fax (918) 258-667

Emergency Medical Services Plus
Ambulance report
Glenpool - April 2015

Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
343 3/31/2015 Paramedic	Police/911 code 3	5580 code 1	6:40 6:40 6:42 6:47	7:15 7:43 8:09 E-7
344 3/31/2015 Paramedic	Police/911 code 3	5580 code 1	8:49 8:49 8:50 8:53	9:21 9:43 10:08 E-4
345 3/31/2015 Paramedic	Police/911 code 3	5572 No Transport	11:33 11:33 11:34 11:44	11:58 E-11 #
346 3/31/2015 Paramedic	Police/911 code 3	5580 code 1	16:04 16:04 16:04 16:07	16:25 16:44 17:10 E-3
347 3/31/2015 Paramedic	Self code 3	5570 code 3	23:12 23:12 23:12 23:12	23:51 0:14 0:31 E-0
348 4/1/2015 Paramedic	Police/911 code 3	5570 code 1	8:18 8:18 8:18 8:24	8:42 9:02 9:26 E-6
349 4/2/2015 Paramedic	Police/911 code 3	5580 code 1	4:02 4:02 4:03 4:14	4:48 5:11 5:30 E-12 *
351 4/2/2015 Paramedic	Police/911 code 3	5572 No Transport	17:27 17:27 17:28 17:30	17:50 E-3
352 4/2/2015 Paramedic	Police/911 code 3	5580 No Transport	19:49 19:49 19:50 19:52	20:20 E-3

@ = Second ambulance responding
* = Long response time
# = Outside of the Glenpool response area
+ = South of 181st Street
% = Third ambulance responding
! = Fourth ambulance responding

Emergency Medical Services Plus
Ambulance report
Glenpool - April 2015

Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
353	Police/911	5570	20:12	20:39
4/2/2015			20:12	21:06
Paramedic	code 3	code 1	20:14	21:22
			20:18	E-6 @
354	Police/911	5580	21:23	21:47
4/2/2015			21:23	22:07
Paramedic	code 3	code 1	21:24	22:16
			21:27	E-4
355	Police/911	5580	17:58	18:28
4/3/2015			17:58	18:40
Paramedic	code 3	code 3	17:59	19:08
			18:02	E-4
356	Police/911	5570	18:29	18:56
4/3/2015			18:29	19:13
Paramedic	code 3	code 1	18:29	19:35
			18:32	E-3 @
357	Family	5570	20:27	21:17
4/3/2015			20:27	21:39
Paramedic	code 3	code 1	20:27	22:02
			20:35	E-8
358	Police/911	5580	21:06	21:31
4/3/2015			21:06	21:57
Paramedic	code 3	code 1	21:07	22:09
			21:12	E-6 @
359	Police/911	EMSA	21:24	
4/3/2015			21:24	
Paramedic	code 3	Transported by EMSA	21:27	22:01
			21:40	E-16 %
360	Police/911	Police/911	1:44	
4/4/2015			1:44	
Paramedic	code 3	No Transport	1:44	2:39
			1:55	E-11 *
361	Police/911	Police/911	12:01	12:54
4/4/2015			12:01	13:14
Paramedic	code 3	c ode 1	12:02	14:15
			12:09	E-8

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Emergency Medical Services Plus
Ambulance report
Glenpool - April 2015

Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
362 4/4/2015 Paramedic	Police/911 code 3	5580 code 1	14:32 14:32 14:33 14:37	14:59 15:22 15:41 E-5
363 4/4/2015 Paramedic	Police/911 code 3	5580 Cancelled Enroute	21:28 21:28 21:29	21:33 E-0
364 4/4/2015 Paramedic	Police/911 code 1	5580 No Transport	21:44 21:44 21:44 21:54	22:07 NE-10
365 4/5/2015 Paramedic	Police/911 code 3	5570 code 1	14:02 14:02 14:03 14:04	14:30 14:51 15:16 E-2
366 4/5/2015 Paramedic	Police/911 code 3	5580 cancelled enroute	20:06 20:06 20:08	20:08 E-0
367 4/5/2015 Paramedic	Police/911 code 3	5570 code 1	20:22 20:22 20:22 20:26	20:45 21:05 21:27 E-4 @
368 4/6/2015 Paramedic	Police/911 code 3	5580 No Transport	13:19 13:19 13:19 13:22	13:43 E-3
369 4/6/2015 Paramedic	Police/911 code 3	5570 code 1	22:04 22:04 22:06 22:09	22:35 22:54 23:04 E-5
370 4/7/2015 Paramedic	Police/911 code 3	5570 code 1	13:18 13:18 13:19 13:26	13:45 14:08 14:40 E-8

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Emergency Medical Services Plus
Ambulance report
Glenpool - April 2015

Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
371	EMSA	5523	15:19	15:54
4/7/2015			15:19	16:15
Paramedic	code 1	code 1	15:19	16:31
			15:37	NE-18
372	Police/911	5580	16:06	16:24
4/7/2015			16:06	16:42
Paramedic	code 3	code 3	16:07	16:59
			16:09	E-3
373	EMSA	5580	20:57	21:43
4/7/2015			20:57	22:15
Paramedic	code 3	code 1	20:58	22:27
			21:17	E-20 #
374	Police/911	5571	23:02	23:34
4/7/2015			23:02	23:55
Paramedic	code 3	code 1	23:05	0:36
			23:06	E-4
375	Police/911	5572	15:11	15:34
4/8/2015			15:11	16:18
Paramedic	code 3	code 1	15:12	16:45
			15:21	E-10 *
376	Police/911	5580	22:08	22:23
4/8/2015			22:08	22:36
Paramedic	code 3	code 1	22:09	22:52
			22:10	E-8
377	Police/911	5580	23:22	23:47
4/8/2015			23:22	0:07
Paramedic	code 3	code 1	23:22	0:27
			23:26	E-4
378	Police/911	5570	1:56	2:25
4/9/2015			1:56	2:44
Paramedic	code 3	code 1	1:57	3:06
			2:02	E-6
379	Police/911	5570	4:12	4:36
4/9/2015			4:12	5:03
Paramedic	code 3	code 1	4:13	5:49
			4:17	E-5

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Emergency Medical Services Plus
Ambulance report
Glenpool - April 2015

Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
380 4/9/2015 Paramedic	Police/911 code 3	5580 code 1	9:02 9:02 9:02 9:06	9:28 9:46 9:56 E-4
381 4/9/2015 Paramedic	Police/911 code 3	5580 code 1	12:35 12:35 12:36 12:40	12:54 13:09 13:24 E-5
382 4/9/2015 Paramedic	Police/911 code 3	EMSA code 1	13:07 13:07 13:08 13:29	14:05 14:34 14:45 E-22 %
383 4/9/2015 Paramedic	Police/911 code 3	5573 code 1	13:02 13:02 13:02 13:06	14:01 14:32 15:05 E-4 @
384 4/9/2015 Paramedic	Police/911 code 3	5580 code 1	13:29 13:29 13:29 13:36	13:51 14:01 14:28 E-7 !
385 4/9/2015 Paramedic	Police/911 code 3	5511 code 1	17:11 17:11 17:14 17:16	17:40 18:08 18:56 E-5
386 4/9/2015 Paramedic	Police/911 code 3	5580 cancelled enroute	20:12 20:12 20:12	 20:14 E-0
387 4/9/2015 Paramedic	Police/911 code 3	5570 No Transport	20:30 20:30 20:30 20:32	 20:47 E-2
388 4/9/2015 Paramedic	Police/911 code 3	5570 code 1	22:07 22:07 22:08 22:11	22:47 23:05 23:19 E-4

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Emergency Medical Services Plus
Ambulance report
Glenpool - April 2015

Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
389 4/9/2015 Paramedic	Creek County EMS code 3	5570 No Transport	7:23 7:23 7:23 7:26	7:41 E-3
390 4/10/2015 Paramedic	Police/911 code 1	5570 Blood Draw for PD	18:10 18:10 18:10 18:11	18:30 NE-1
391 4/11/2015 Paramedic	Police/911 code 3	5570 code 1	6:20 6:20 6:23 6:26	6:56 7:13 7:53 E-6
392 4/11/2015 Paramedic	Police/911 code 3	5580 code 3	19:11 19:11 19:11 19:13	19:31 19:47 20:15 E-2
393 4/12/2015 Paramedic	Police/911 code 3	5570 code 1	6:20 6:20 6:23 6:26	6:56 7:13 7:34 E-6
394 4/12/2015 Paramedic	Police/911 code 3	5570 No Transport	9:19 9:19 9:19 9:23	9:48 E-4
395 4/12/2015 Paramedic	Police/911 code 3	5570 code 1	13:47 13:47 13:48 13:49	14:06 14:25 14:45 E-2
396 4/12/2015 Paramedic	Police/911 code 3	5580 Cancelled Enroute	14:30 14:30 14:31	14:32 E-0 @
397 4/12/2015 Paramedic	Police/911 code 3	5580 No Transport	22:57 22:57 22:57 23:04	23:22 E-7

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Emergency Medical Services Plus
Ambulance report
Glenpool - April 2015

Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
398 4/12/2015 Paramedic	Nursing Home Staff code 1	5580 code 1	23:27 23:27 23:27 23:32	23:53 0:14 1:10 NE-5
399 4/12/2015 Paramedic	Police/911 code 3	5570 No Transport	0:50 0:50 0:54 1:00	1:20 E-10 *
400 4/13/2015 Paramedic	Police/911 code 3	5580 code 1	5:35 5:35 5:37 5:40	6:01 6:22 6:54 E-5
401 4/13/2015 Paramedic	Police/911 code 3	5570 code 1	10:37 10:37 10:37 10:39	11:04 11:26 12:10 E-2
402 4/13/2015 Paramedic	Police/911 code 3	5580 No Haul	11:22 11:22 11:23 11:25	11:48 E-3 @
403 4/13/2015 Paramedic	Okmulgee EMS code 3	5580 code 1	13:36 13:36 13:36 13:44	14:07 14:31 15:02 E-8
404 4/13/2015 Paramedic	Police/911 code 3	5580 Cancelled Enroute	15:03 15:03 15:04	15:09 E-0
405 4/13/2015 Paramedic	Police/911 code 3	5570 code 1	18:08 18:08 18:08 18:12	18:54 19:16 20:08 E-4
406 4/13/2015 Paramedic	Police/911 code 3	5580 No Transport	23:54 23:54 23:54 23:59	0:26 E-5

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Emergency Medical Services Plus
Ambulance report
Glenpool - April 2015

Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
407	Police/911	5580	5:31	6:04
4/14/2015			5:31	6:24
Paramedic	code 3	code 3	5:31	7:00
			5:35	E-4
408	Police/911	5570	11:37	12:03
4/14/2015			11:37	12:23
Paramedic	code 3	code 1	11:38	12:44
			11:42	E-5
409	Police/911	5570	13:47	
4/14/2015			13:47	
Paramedic	code 3	No Transport	13:48	13:58
			13:49	E-2
410	Police/911	5574	19:46	20:25
4/14/2015			19:46	20:45
Paramedic	code 3	code 1	19:46	20:58
			19:50	E-4
411	Police/911	5570	9:40	10:04
4/15/2015			9:40	10:17
Paramedic	code 3	code 1	9:41	10:32
			9:44	E-4
412	Police/911	5580	11:03	11:37
4/15/2015			11:03	12:00
Paramedic	code 3	code 1	11:03	12:36
			11:04	E-1
413	Police/911	5570	13:49	14:09
4/15/2015			13:49	14:33
Paramedic	code 3	code 1	13:50	15:10
			13:53	E-4
414	Police/911	5573	16:38	17:11
4/15/2015			16:38	17:35
Paramedic	code 3	code 1	16:38	18:14
			16:56	E-18 @
415	Police/911	5572	16:02	16:27
4/15/2015			16:02	16:47
Paramedic	code 3	cod 3	16:03	17:22
			16:06	E-4

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Emergency Medical Services Plus
Ambulance report
Glenpool - April 2015

Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
416	Police/911	5580	18:56	19:21
4/15/2015			18:56	19:37
Paramedic	code 3	code 1	18:57	19:50
			18:58	E-2
417	Police/911	5571	19:33	20:10
4/15/2015			19:33	20:37
Intermediat	code 3	code 1	19:34	21:19
			19:39	E-6 @
418	Police/911	5570	7:21	7:45
4/16/2015			7:21	8:12
Paramedic	code 3	code 1	7:22	9:21
			7:25	E-4
419	Police/911	5580	7:32	7:58
4/16/2015			7:32	8:18
Paramedic	code 3	code 3	7:35	8:31
			7:38	E-6 @
420	Police/911	5580	14:31	15:08
4/16/2015			14:31	15:28
Paramedic	code 3	code 1	14:32	16:04
			14:38	E-7
421	Police/911	5570	16:26	
4/16/2015			16:26	
Paramedic	code 3	No Transport	16:26	16:51
			16:27	E-1
422	Police/911	5570	20:35	21:03
4/16/2015			20:35	21:26
Paramedic	code 3	code 1	20:36	21:49
			20:40	E-5
422A	Police/911	5580	7:59	8:21
4/17/2015			7:59	8:48
Paramedic	code 3	code 1	7:59	9:07
			8:02	E-3
422B	Police/911	5570	10:52	11:12
4/17/2015			10:52	11:36
Paramedic	code 3	code 1	10:53	12:02
			10:56	E-4

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Emergency Medical Services Plus
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Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time	
422C	Police/911	5580	12:27		
4/18/2015			12:27		
Paramedic	code 3	No Transport	12:27	12:39	
			12:29		E-2
422D	Police/911	5580	18:07		
4/18/2015			18:07		
Paramedic	code 3	No Transport	18:07	18:26	
			18:10		E-3
423	Police/911	5570	20:59	21:22	
4/18/2015			20:59	21:44	
Paramedic	code 3	code 1	20:59	21:57	
			21:01		E-2
424	Police/911	5570	14:51		
4/19/2015			14:51		
Paramedic	code 3	No Transport	14:51	15:06	
			14:53		E-2
425	Police/911	5570	15:28		
4/19/2015			15:28		
Paramedic	code 3	No Transport	15:28	15:57	
			15:29		E-1
426	Police/911	5580	20:01		
4/19/2015			20:01		
Paramedic	code 3	No Transport	20:02	20:35	
			20:06		E-5
427	Police/911	5580	3:09	3:51	
4/20/2015			3:10	4:28	
Paramedic	code 3	code 1	3:11	5:00	
			3:27		E-8
428	Police/911	5572	19:34	20:08	
4/20/2015			19:34	20:28	
Intermediate	code 3	code 1	19:35	20:48	
			19:41		E-7
429	Family	5580	13:01	13:16	
4/21/2015			13:01	13:36	
Paramedic	code 3	code 1	13:01	14:17	
			13:05		E-4

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429A	Police/911	5572	16:19	
4/21/2015			16:19	
Paramedic	code 3	No Transport	16:20	16:26
			16:24	E-5
430	Self	5572	15:45	
4/21/2015			15:45	
Paramedic	code 3	No Transport	15:45	16:10
			15:45	E-0
430A	Police/911	5580	17:16	
4/21/2015			17:16	
Paramedic	code 3	No Transport	17:16	17:33
			17:17	E-1
431	Police/911	5580	18:23	18:45
4/21/2015			18:23	19:00
Paramedic	code 3	code 1	18:24	19:20
			18:27	E-4
432	Police/911	5571	23:08	23:35
4/21/2015			23:08	23:51
Paramedic	code 3	code 1	23:09	0:07
			23:13	E-5
433	Police/911	5570	11:59	12:26
4/22/2015			11:59	12:46
Paramedic	code 3	code 1	11:59	13:07
			12:03	E-4
434	Police/911	5570	18:40	19:13
4/22/2015			18:40	19:33
Paramedic	code 3	code 1	18:40	19:56
			18:41	E-1
435	Police/911	5570	11:32	11:52
4/23/2015			11:33	12:14
Paramedic	code 3	code 1	11:34	12:29
			11:34	E-2
436	Hospital Staff	5574	12:28	13:27
4/23/2015			12:28	13:55
Paramedic	code 1	code 1	12:29	14:26
			12:58	NE-30

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437 4/23/2015 Paramedic	Police/911 code 3	5580 No Transport	21:18 21:18 21:20 21:23	21:37 E-5
438 4/24/2015 Paramedic	Police/911 code 3	5580 No Transport	0:51 0:51 0:54 0:58	1:14 E-7
439 4/24/2015 Paramedic	Police/911 code 3	5580 No Transport	11:18 11:18 11:19 11:20	11:45 E-2
440 4/24/2015 Paramedic	Police/911 code 3	5511 No Transport	11:22 11:22 11:24 11:30	11:48 E-8 @
441 4/24/2015 Paramedic	Police/911 code 3	5572 No Transport	12:44 12:44 12:45 12:47	13:39 E-3
442 4/24/2015 Intermediate	Police/911 code 3	5571 code 1	21:10 21:10 21:10 21:13	21:29 21:45 22:47 E-3
443 4/25/2015 Paramedic	Police/911 code 3	5570 code 1	2:12 2:12 2:15 2:19	2:43 3:04 4:01 E-7
444 4/25/2015 Paramedic	Police/911 code 3	5570 code 1	7:42 7:42 7:43 7:46	8:12 8:30 9:08 E-4
445 4/25/2015 Paramedic	Creek County EMS code 3	5580 code 1	11:54 11:54 11:55 12:00	12:14 12:23 12:38 E-6

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446	Bystander	5580	18:38	19:23
4/25/2015			18:38	19:46
Paramedic	code 3	code 1	18:39	20:01
			18:46	E-8
447	Police/911	5570	19:33	20:03
4/25/2015			19:33	20:21
Paramedic	code 3	code 1	19:35	20:55
			19:39	E-6 @
448	Police/911	5580	20:53	
4/25/2015			20:53	
Paramedic	code 3	No Transport	20:55	21:10
			20:56	E-3
449	Police/911	5580	23:03	23:35
4/25/2015			23:03	23:56
Paramedic	code 3	code 3	23:05	0:23
			23:12	E-9 +
450	Police/911	5570	7:32	
4/26/2015			7:32	
Paramedic	code 3	Cancelled Enroute	7:32	7:43
			7:35	E-3
451	Police/911	5580	11:33	
4/26/2015			11:33	
Paramedic	code 3	No Transport	11:33	12:04
			11:34	E-1
452	Police/911	5570	18:38	18:53
4/26/2015			18:38	19:16
Paramedic	code 3	code 1	18:38	19:36
			18:42	E-4
453	Police/911	5580	20:34	20:59
4/26/2015			20:34	21:10
Paramedic	code 3	code 1	20:35	21:39
			20:40	E-6
454	Police/911	5580	6:13	6:58
4/27/2014			6:13	7:26
Paramedic	code 3	code 1	6:16	7:40
			6:28	E-15 *

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