

**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on Monday, April 6, 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 - Mayor Ceesay
- B) Roll call, declaration of quorum – Susan White, City Clerk; Mayor Ceesay
- C) Invocation – Aaron Hunter, Extreme Worship and Outreach
- D) Pledge of Allegiance – Mayor Ceesay
- E) Glenpool Conference Center Report – Lea Ann Reed, Conference Center Director
- F) Community Development Report – Lynn Burrow, Community Development Director
- G) City Manager Report – Roger Kolman, City Manager
- H) Mayor Report – Momodou Ceesay, Mayor
- I) Council Comments
- J) Public Comments
- K) Reading of Proclamation -- Momodou Ceesay, Mayor
- L) Scheduled Business
 - 1) Discussion and possible action to approve minutes from March 16, 2015 meeting.
 - 2) Public Hearing for the purpose of receiving public comment and recommendations on suggested projects for the 2015 Community Development Block Grant (CDBG) application.
 - a) Open Public Hearing - Momodou Ceesay, Mayor
 - b) Public Comments - Rick Malone, City Planner
 - c) Close Public Hearing - Momodou Ceesay, Mayor
 - 3) Discussion and possible action to adopt Resolution No. 15-04-03, A Resolution Of The City Of Glenpool Approving The City Of Glenpool's Application To The Tulsa County Urban County Community Development Block Grant (2015) In The Amount Of \$64,464.00 For The Purpose Of Funding The Construction Of Upgrades To The Glenpool Senior Center To Facilitate Compliance

With Recommendations Of The October 13, 2014 INCOG Area Agency On Aging Americans With Disabilities Act Assessment, And Approving An Expenditure Of \$6,446.40 Of Matching Funds For A Project Total Of \$70,910.40.
(Rick Malone, City Planner)

- 4) Discussion and possible action to renew the Collective Bargaining Agreement with the Fraternal Order of Police, Lodge #133, effective July 1, 2015, for the final year of the original four-year agreement approved by Council on May 7, 2012.
(Roger Kolman, City Manager)
- 5) Discussion and possible action to renew the Collective Bargaining Agreement with the International Association of Firefighters, Local 2990, effective July 1, 2015, for the final year of the original four-year agreement approved by Council on April 20, 2012.
(Roger Kolman, City Manager)
- 6) Discussion and possible action to adopt Ordinance No. 695, An Ordinance To Annex 80 Acres Located At The Northeast Corner Of 171st Street South And U.S. Highway 75, In Tulsa County, Into The City Of Glenpool; And Declaring An Emergency.
(Rick Malone, City Planner)
- 7) Discussion and possible action to approve an Emergency Clause, upon finding it immediately necessary for the preservation of the peace, health, and safety of the City of Glenpool and the inhabitants thereof that the provisions of Ordinance No. 695 be put into full force and effect, an emergency is hereby declared to exist by reason whereof the Ordinance shall take effect and be in full force from and after its passage as provided by law.
(Lowell Peterson, City Attorney)
- 8) Discussion and possible action to adopt Ordinance No. 696, An Ordinance Amending Title 11, Zoning Regulations, Chapter 12, Use Units; Section 21, Use Unit 21, Signs, Of The Code Of Ordinances Of The City Of Glenpool, Oklahoma, (2013) To Add Subsection P., Permitting Temporary Promotional Signs, Making Such Other Changes In Use Unit 21 As Are Necessitated Thereby, Repealing All Ordinances Or Resolutions, Or Parts Of Ordinances Or Resolutions In Conflict Herewith; And Declaring An Emergency.
(Rick Malone, City Planner)
- 9) Discussion and possible action to approve an Emergency Clause, upon finding it immediately necessary for the preservation of the peace, health, and safety of the City of Glenpool and the inhabitants thereof that the provisions of Ordinance No. 696 be put into full force and effect, an emergency is hereby declared to exist by reason whereof the Ordinance shall take effect and be in full force from and after its passage as provided by law.
(Lowell Peterson, City Attorney)
- 10) 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.

(Susan White, City Clerk)

- 11)** Discussion and possible action to adopt Resolution No. 15-04-02, A Resolution Of The City Council Of Glenpool, Oklahoma To Approve A Mutual Aid Request To The Oklahoma Floodplain Managers Association

(Lynn Burrow, Community Development Director)

- 12)** Discussion and possible action to adopt Resolution No. 15-04-04, A Resolution Proclaiming April 2015 As Fair Housing Month In Glenpool, Oklahoma.

(Rick Malone, City Planner)

- 13)** Discussion and possible action to adopt Resolution No. 15-04-05, A Resolution Of The City Of Glenpool, Oklahoma Declaring Its Support And Approval Of The City's Application For Vision 2025 Proposition 2 Funding From Tulsa County, In The Amount Of One Hundred Seventy-Nine Thousand, Two Hundred And Four And No/100 Dollars (\$179,204.00) For The Construction Of A Wastewater Lift Station Facility On a General Utility Easement Belonging To The City At 2402 West 121st Street, Tulsa County, For The Purpose Of Promoting Economic Development Within The City Of Glenpool By Facilitating Otherwise Unserviceable Areas For Residential And Commercial Growth.

(Roger Kolman, City Manager)

- 14)** Discussion and possible action to enter into Executive Session.

(Momodou Ceesay, Mayor/Chairman)

- 15)** 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].

(Lowell Peterson, City/Trust Attorney)

- 16)** Possible action to reconvene in Regular Session.

(Momodou Ceesay, Mayor/Chairman)

M) 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 MARCH 2015

DATE: MARCH 31, 2015

BACKGROUND

During the month of March, the conference center held 20 events including 5 weddings, 5 corporate meetings and 3 private parties. Our facility also hosted banquets for Heartland Trophy Hunters, Brown Mackie College and National Wild Turkey Federation of Tulsa. The King of Kings Lutheran Church held their 5th Spring Market at the conference center which included 70 vendors and hundreds of shoppers. Many local state troopers, police officers and firefighters, including Glenpool PD & FD, attending one of the 7 traffic incident management classes held during the week of March 30th-April 2nd.

Over the past month, the conference center revenue was \$33,952 bringing the total revenue for the fiscal year to \$231,475.

We will be welcoming approximately 600 visitors to the conference center for the Northeastern Oklahoma Square Dance Association on April 10th & 11th. Be sure to mark your calendar for the next Family Movie Night on April 18th at 7:30pm in Black Gold Park as well as the first Glenpool Car Show on April 25th from 8am-2pm on 141st St.



Community Development Director's Report

March 31, 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. ODOT will issue an invoice to the City for the 25% cost in early April.
- Upon payment of the 25% share of estimated cost, ODOT will 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 September 1st, 2015 - at which time the City must accept the new improvements for maintenance purposes.

Longhorn Sewage Liftstation Rehabilitation Project:

- ONG has completed the relocation of an existing 4" gas line necessary to accommodate the revisions to the station.
- 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.
- Retaining wall and perimeter security fence construction has been started and will be fully complete by April 15th.
- The Contractor has received and installed the new pumps, motors, and control panel equipment and is in the process of station start-up.
- Full station operation will be complete by April 15th.
- Delivery and installation of the auxiliary emergency power generator is anticipated by April 21st.
- Full project completion and contract close-out is anticipated by April 17th.

Public Stormwater Detention Facility Rehabilitation Projects:

- Two existing publically owned stormwater detention facilities (ponds) are being cleared and rehabilitated by removing brush, trash, and misc. debris that has accumulated over time.
- Streets & Parks crews have completed the facility located in Glen Pines and are currently working to complete this work on the detention facility in Glen Park addition.
- Completion of the Glen Park project is anticipated in April – depending on weather conditions, available personnel, and the start of our 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 April.
- 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, there 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 well underway and will contain a total of forty two (42) residential lots when completed.
- Completion of development infrastructure improvements is anticipated to be approximately May 15, 2015.

Elwood Corner Commercial Center:

- This project is located at the northwest corner of 141st Street and Elwood Avenue and features an 11,300 s.f. multi-tenant single story building with associated parking, drives, and various other site related improvements.
- Building, tenant, and site related improvement construction has been completed.
- A Certificate of Occupancy for the building was issued March 20th.

Starbucks:

- The site and building construction is fully complete and is open for business.

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 stage of construction.
- The Developer has not released a tentative project completion date at this time.

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.
- At this time all site related construction permits have been issued for the project.

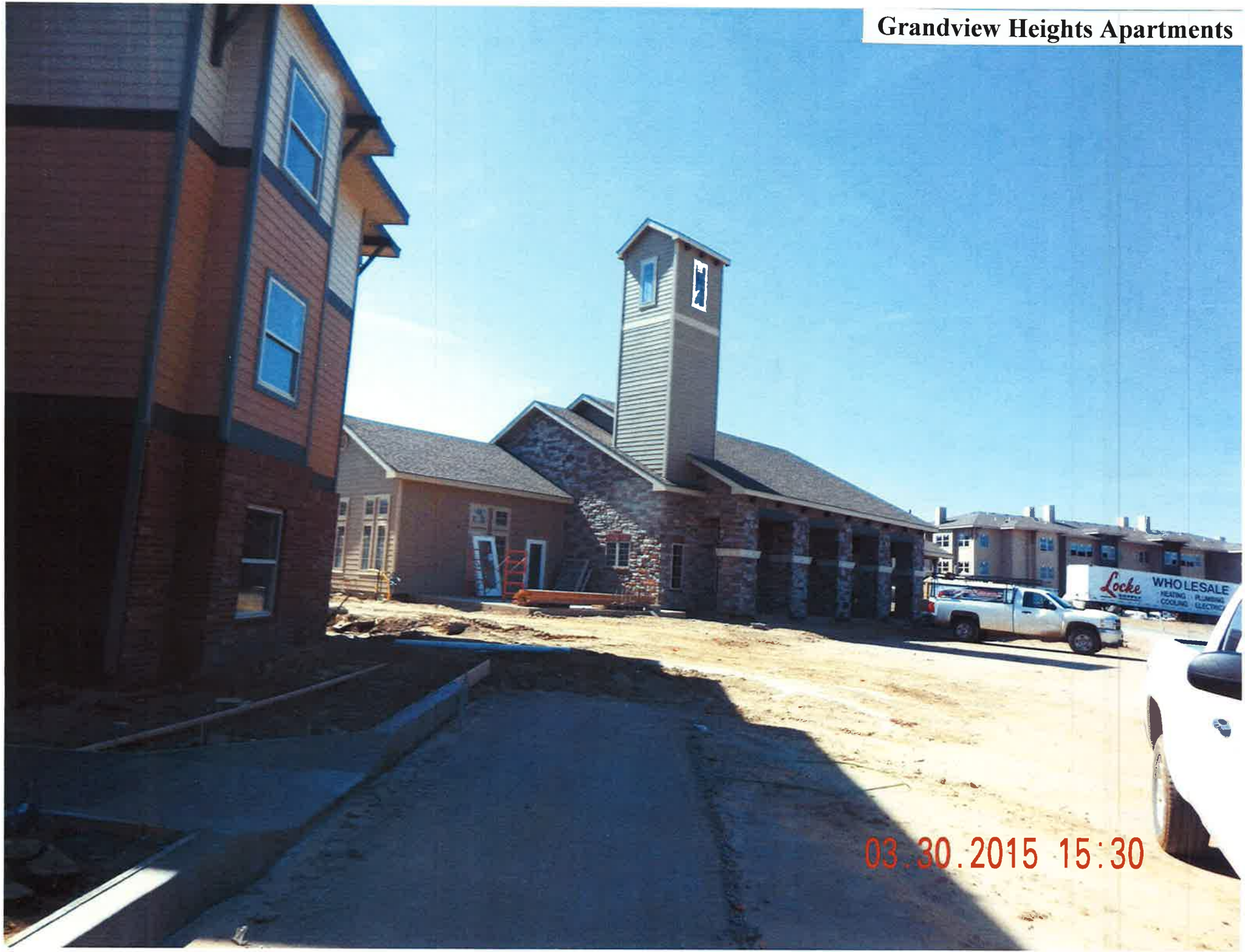
New Development Projects:

- 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.

Glenpool Residential and Commercial Building Permit Statistics thru February:

- | | |
|---|-----------|
| • New Residential Permits Issued in March 2015: | 19 Total |
| • New Commercial Permits Issued in March 2015: | 1 Total |
| • Current Active Residential Permits: | 110 Total |
| • Current Active Commercial Permits: | 12 Total |
| • 2014 Residential Permits Issued thru March: | 15 Total |
| • 2015 Residential Permits Issued thru March: | 49 Total |
| • 2014 Commercial Permits Issued thru March: | 1 Total |
| • 2015 Commercial Permits Issued thru March: | 4 Total |

Grandview Heights Apartments



03.30.2015 15:30



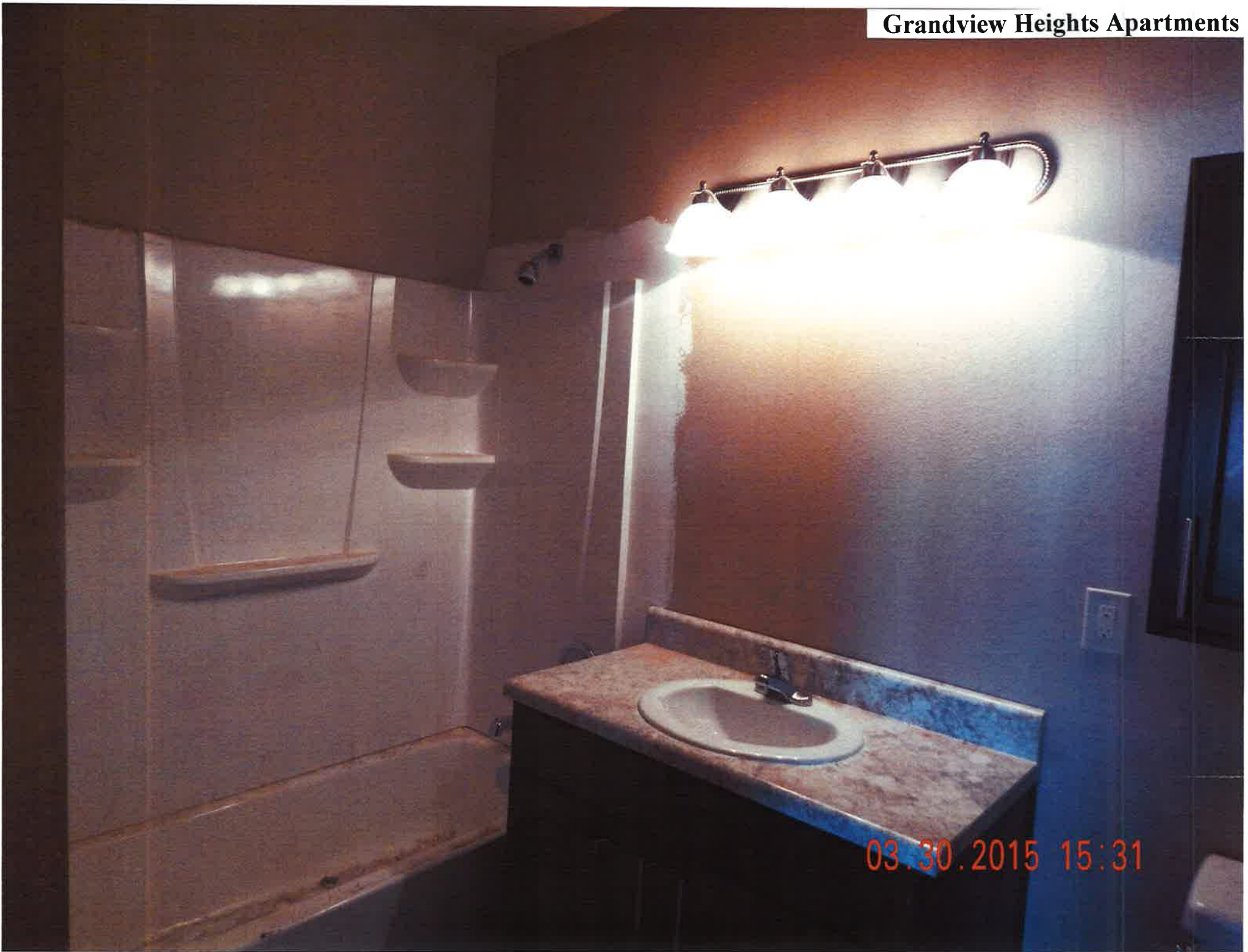
03.30.2015 15:34



03.30.2015 15:30



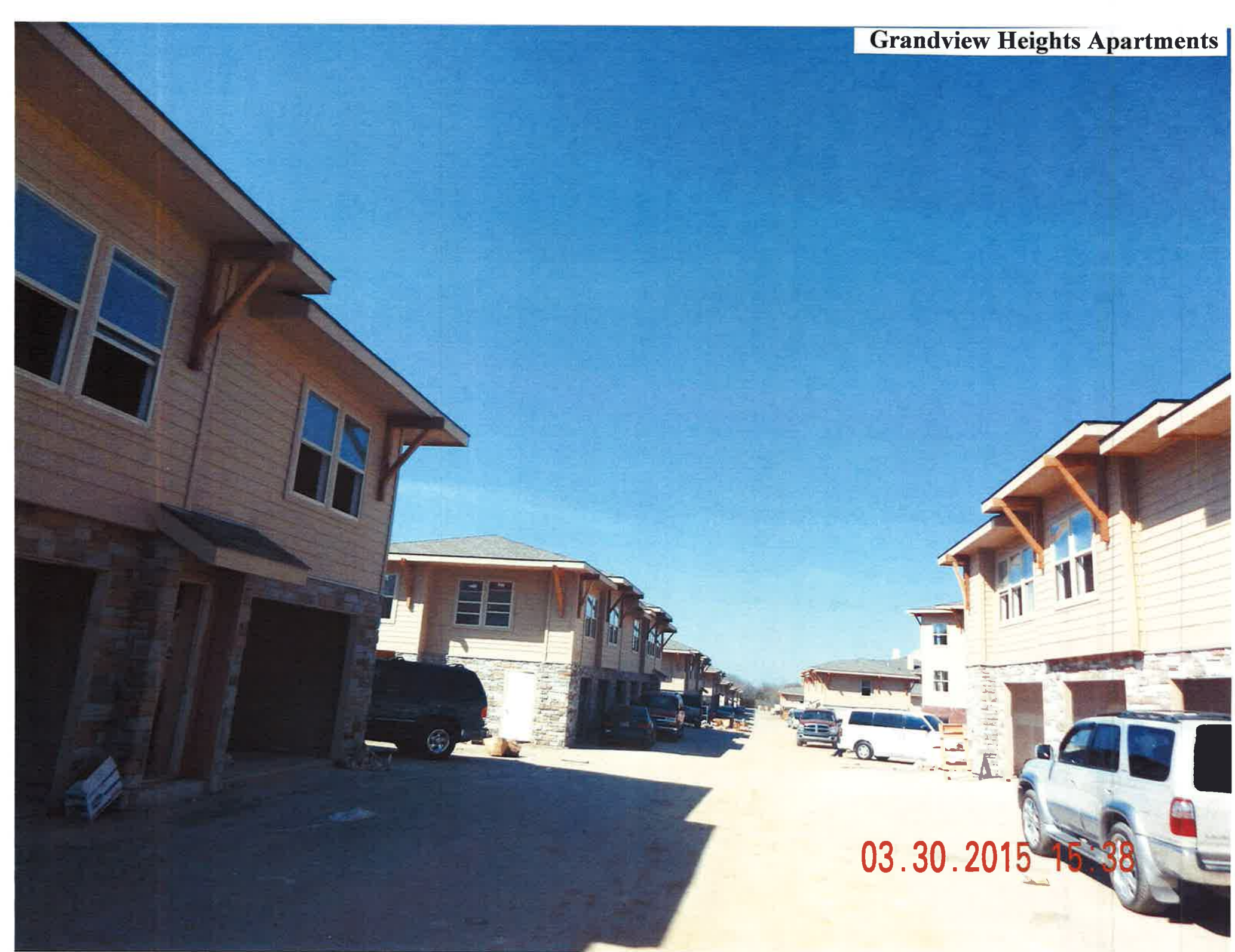
03.30.2015 15:31



03.30.2015 15:31



03.30 2015 15:32



03.30.2015 15:38































Proclamation

Proclamation of the Mayor of the City of Glenpool, Oklahoma, proclaiming the Month of July 2015 as WATER'S WORTH IT™ month in the City of Glenpool.

- § 1. WHEREAS, WATER'S WORTH IT Month is being promoted by the Oklahoma Water Environment Association to help increase Oklahoma community's awareness of our most precious natural resource; and
- § 2. WHEREAS, WATER'S WORTH IT is a campaign by the Water Environment Federation to help answer questions about how our actions, attitudes, and the things we most value are closely connected with water.
- § 3. WHEREAS, WATER'S WORTH IT Month is one of the many ways to help promote the protection of Glenpool's water by increasing educational efforts. Education efforts could include information on how to conserve, protect and reuse water as well as encouraging programs for school children to teach them the value of water.
- § 4. WHEREAS, WATER'S WORTH our respect, communities are built on water; and
- § 5. WHEREAS, WATER'S WORTH our effort, clean water is everyone's responsibility; and
- § 6. WHEREAS, WATER'S WORTH our health, water is life; and life is water; and
- § 7. WHEREAS, WATER'S WORTH our future, dealing with aging infrastructure; and
- § 8. WHEREAS, WATER'S WORTH our passion as we find solutions for the 21st Century; and
- § 9. WHEREAS, the protection and conservation of Glenpool's water improves the quality of life by having a cleaner and more abundant supply of water now and in the future and reduces the cost of water and wastewater treatment.

Now, therefore, as Mayor of the City of Glenpool, Oklahoma, I:

Do hereby proclaim the month of July as WATER'S WORTH IT month and call all citizens and civic organizations to become knowledgeable and acquaint themselves with the issues involved in maintaining safe water.

PASSED AND APPROVED this _____ day of _____, 2015.

Mayor

ATTEST:

City Clerk

MINUTES

CITY COUNCIL MEETING

March 16, 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, Mayor; Alyce Korb, Vice-Mayor; Tim Fox, Councilor; Patricia Agee, Councilor and Jennifer Ballew, Councilor.

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

Also present were: Rev. Jason Yarbrough; Amy Rogers, Glenpool Chamber of Commerce; Keith and Kimberley Robinson; Marty Cox and Nick Bennett with the Glenpool Baseball League; and Matt Guse, owner of Grandview Heights Apartments.

- A) Mayor Ceesay called the meeting to order at 6:01 p.m.**
- B) Susan White, City Clerk called the roll. Mayor Ceesay declared a quorum present.**
- C) Rev. Jason Yarbrough offered the Invocation.**
- D) Mayor Ceesay led the Pledge of Allegiance.**
- E) Chamber of Commerce Report – Amy Rogers, President**
 - Mrs. Rogers updated the Council on the latest member statistics, as well as recent and upcoming community events.
- F) City Manager Report – Roger Kolman, City Manager**
 - None
- G) Mayor Report – Momodou Ceesay, Mayor**
 - Mayor Ceesay highlighted TCC, Glenpool campus and encouraged anyone interested in furthering their education to take advantage of the convenience afforded them by enrolling at TCC, Glenpool.
- H) Council Comments**
 - Councilor Ballew announced that the Glenpool Fire Department is offering CPR classes to the community.
 - Councilor Fox reminded that Council and audience that the next Movie Night is scheduled for April 18 at the Glenpool Conference Center; and Glenpool's inaugural Car Show will be April 25, as well as the City-Wide Garage Sale.
- I) Public Comments**
 - None

J) Public Recognition of Volunteer First Responders - Momodou Ceesay, Mayor

- Mayor Ceesay read a proclamation declaring public recognition for the extraordinary service of current and past members of the First Responder Agency. Plaques were awarded to current members: Keith Robinson, Director; Kimberley Robinson; Richard Watts; and Jenny Watts.

K) Scheduled Business

1) Discussion and possible action to approve minutes from March 2, 2015 meeting.

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

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

AGAINST: None

Motion carried.

2) Discussion and possible action to approve City of Glenpool Morris Park User Agreement with Glenpool Baseball League for 2015 and 2016 playing seasons, item tabled from March 2, 2015 Regular Meeting.

Lowell Peterson announced that the Agreement contained in the agenda packet didn't reflect the final draft. He pointed out the updated language in Sections 2.B and 9.B, specifically related to concessions, as follows: **2.B (updated)** *The User may, in its discretion, operate the concession facility during the term of this Agreement for the benefit of third parties who are using the Premises, in accordance with section 9.B of this Agreement, but in no case shall the City or User allow any third party to operate the concession facility.* **9.B (updated)** *User may, in its discretion, operate the concession facility during the term of this Agreement for the benefit of third parties who are using the Premises, provided that: User remains responsible for compliance with all terms and conditions of this Agreement when serving concessions to a third party user of the Premises to the same extent as though User was using the Premises; and User agrees to indemnify the City for any and all claims, damages and liability of any kind resulting from such third party's access to the concession facility, except for intentional acts.* Lynn Burrow, Community Development Director presented the updated Agreement for Council approval. He introduced Marty Cox and Nick Bennett, representing the Glenpool Baseball League, whom was available to answer questions and give information relating to the League's plans for the upcoming baseball season.

MOTION: Councilor Agee moved, second by Vice Mayor Korb to approve the Agreement with Glenpool Baseball League for the 2015 playing season and renewable 2016 playing season, subject to changes discussed in Sections 2.B and 9.B of the Agreement.

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

AGAINST: None

Motion carried.

3) Discussion and possible action to accept Stormwater Detention Easement dedication from D & G Investments, easement located at Lot 2, Block 1, Rolling Meadows Apartments Addition.

Lynn Burrow, Community Development Director submitted for acceptance a stormwater detention easement dedication from D & G Investments. Mr. Burrow advised the easement provides city crews the right to enter the property if necessary.

MOTION: Councilor Fox moved, second by Councilor Agee to accept the easement dedication from D & G Investments, located at Lot 2, Block 1, Rolling Meadows Apartments Addition.

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

AGAINST: None

Motion carried.

4) Discussion concerning potential amendments to Glenpool Zoning Code Sec. 11-12-21, specifically pertaining to signs for grand openings, parks, and special events.

Rick Malone presented requests for amendments to the Zoning Code, pertaining specifically to special event signs. Events held in city parks, conference center and grand openings were specifically discussed. Mr. Malone referenced City of Owasso policy for consideration. Matt Guse, Owner of Grandview Heights Apartments addressed the Council expressing his challenge with the current sign code and his desire to experience a relaxed code that would easily accommodate grand opening signage. Amy Rogers, President Glenpool Chamber of Commerce urged the Council to act as quickly as possible since the code applies directly to the annual Black Gold Days celebration. She is waiting on Council action before she places an order for signs for the event. Lowell Peterson, City Attorney described the anticipated scheduling relevant to the code changes. He suggested two Council members volunteer to participate in a meeting with he and Rick Malone to expedite the amending process. Vice Mayor Korb and Councilor Ballew volunteered to participate in the meeting.

5) Discussion and possible action to enter into Executive Session.

Attorney Peterson announced that the agenda should be amended to provide for action to enter and exit each of the three Executive Sessions separately. The Council met in dual capacity, Glenpool City Council and Glenpool Utility Services Authority Board for the purposes of this discussion.

MOTION: Councilor Agee moved, second by Vice Mayor Korb to convene into Executive Session.

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

AGAINST: None

Motion carried.

6) Executive Session for the purpose of discussing confidential communications between the Glenpool City Council/Glenpool Utility Services Authority Board of Trustees, represented by the City/Trust Attorney and Special Counsel; and United States Magistrate Judge T. Lane Wilson, 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 the 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 current status of the settlement agreement negotiated between Creek County Rural Water District No. 2 and the City of Glenpool/Glenpool Utility Services Authority, for the purpose of resolving and dismissing all claims

in pending federal litigation [USDC ND/OK Case No. 11-cv-441-JHP-FHM], and approved by the governing bodies of all parties on November 10 and November 11, 2014.

7) Possible action to reconvene in Regular Session. (Amended)

MOTION: Councilor Ballew moved, second by Councilor to reconvene into Regular Session.

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

AGAINST: None

Motion carried.

8) Discussion and possible action to enter into Executive Session. (Amended)

Attorney Peterson recommended convening into Executive Session to discuss.

MOTION: Councilor Fox moved, second by Councilor Agee to convene into Executive Session.

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

AGAINST: None

Motion carried.

9) Executive Session for the purpose of discussing confidential communications between the Glenpool City Council and the City Attorney concerning a pending investigation, claim, or action as to which the City, with the advice of its Attorney, has determined that disclosure will seriously impair the ability of the City to process the claim or conduct the 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 potential litigation based upon claims of beneficiary municipalities of the Tulsa County Criminal Justice Authority with respect to the funding and operations of the Tulsa City-County Jail.

10) Possible action to reconvene in Regular Session. (Amended)

MOTION: Councilor Ballew moved, second by Councilor Agee to reconvene in Regular Session.

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

Motion carried.

11) Discussion and possible action to enter into Executive Session. (Amended)

MOTION: Councilor Ballew moved, second by Councilor Agee to convene into Executive Session.

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

Motion carried.

12) Executive Session for the purpose of discussing the employment, promotion, demotion, disciplining, resignation or retention of a salaried public employee pursuant to Title 25 Sec. 307(B)(1) of the Oklahoma Statutes (Open Meeting Act), to wit, the annual evaluation of the Glenpool City Manager and notice regarding renewal or termination of the current City Manager Employment

Agreement, as provided respectively by sections 12.A. and 1.D. of said Agreement.

13) Possible action to reconvene in Regular Session.

MOTION: Councilor Fox moved, second by Councilor Agee to reconvene in Regular Session.

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

14) Discussion and possible action to renew or terminate the current City Manager Employment Agreement, in accordance with its terms for Fiscal Year 2015-2016.

MOTION: Mayor Ceesay moved, second by Vice Mayor Korb to renew the FY 2014-2015 City Manager Employment Agreement for FY 2015-2016, provided that Sec. 12.B is voluntarily waived by the Employee and Sec. 9.D.1 is deemed to be of no effect to the extent that the waiver of Sec. 12.B might result in a reduction of compensation or benefits.

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

M) Adjournment.

- Meeting was adjourned at 9:05 p.m.

Date

Mayor

ATTEST:

City Clerk

To: HONORABLE MAYOR AND CITY COUNCIL
From: Rick Malone, City Planner
Date: April 6th, 2015
Subject: CDBG Grant Application 2015

Background:

Applications are being accepted for the 2015 CBDG program in which \$64,464.00 of funds are available for improving the City of Glenpool. Tulsa County will only accept one application per year and we are in competition for this grant with Collinsville, Skiatook, Sperry and incorporated Tulsa County.

This topic is being brought to the City Council tonight asking for input from the citizens in selecting items for projects for the grant. We have selected a possible candidate for the fund which is making the Senior Citizen Center ADA compliant. The estimated cost to update the Senior Citizen Center is around \$100,000. While this grant does not require matching funds by the city, it does increase the chances of approval of one point per 10% of leverage of grant request. (1 point = \$6,446.40).

Because this grant is extremely competitive and every point matters in the ranking criteria, we would request that the City of Glenpool approve the allocation of \$6,446.40 in matching funds in order to enhance the chances of this request being approved. If this project is not selected, the funds would not be required. Total amount of grant \$64,464.00 + 6,446.40 = \$70,910.40 to spend on upgrades of the Senior Citizen Building to achieve ADA compliance.

Staff Recommendation:

Staff recommends that the City Council approve this application and request the mayor to sign the CBDG grant application for submittal to Tulsa County before April 16th, 2015

Attachments:

- CBDG 2015 Application
- ADA Compliant report from INCOG
- Resolution #15-04-03

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

MOMODOU CEESAY, Mayor, of lawful age, being first duly sworn, on oath says, that

PRINT OR TYPE NAME OF AGENT AUTHORIZED BY BIDDER

(s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states-that the bidder has not been party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any county official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any county official concerning exchange of money or other thing of value for special consideration in letting of a contract.

SIGNATURE OF AGENT AUTHORIZED BY BIDDER

Subscribed and sworn to before me this 6th day of April 20 15.

NOTARY PUBLIC (OR CLERK OR JUDGE)

My Commission Expires: _____

Note:

Each competitive bid submitted to a county, school district or municipality must be accompanied by this properly completed Affidavit as required by 74 O.S. 1981 § 85.24. Bidder shall be disqualified if Affidavit:

1. Is **not** properly completed.
2. Does **not** accompany bid.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

CITY OF GLENPOOL

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶ Municipality

Address (number, street, and apt. or suite no.)

12205 South Yukon Ave

City, state, and ZIP code

Glenpool, Ok 74033

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

			-							
--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here
Signature of U.S. person ▶

Date ▶ April 6th, 2015

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

APPLICATION FOR FY2015 FUNDS

- Application
Community Development Block Grant (CDBG)
2015 Tulsa County Urban County

Describe health and safety issues addressed, or impacts of project. Attach documentation.

7. Readiness To Proceed:

Discuss Readiness to Proceed of project:

Attach **timeline** for project, including anticipated start and completion dates. **Attach appropriate documentation of items listed below.**

☒ Timeline included

	<u>Yes</u>	<u>No</u>	<u>Attached</u>
Are Permits Required?	<u>X</u>	___	___
All Necessary Permits Issued	<u>X</u>	___	___
All Required ROW Secured	<u>X</u>	___	___
Plans & Specifications Completed	<u>X</u>	___	___
Funding Commitments to All Sources Secured	<u>X</u>	___	___

**TULSA COUNTY URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

APPLICATION CERTIFICATION

The Applicant hereby certifies that all of the information contained in this application for community development assistance through the Tulsa County CDBG Urban County Program is true and accurate to the best of my knowledge and that all documentation supporting the information in this application is on file in the official offices of this unit of local government, available for review by Tulsa County/HUD during normal business hours. The Applicant also affirms that none of the activities set forth in this application have been initiated, nor shall they be initiated unless a grant has been awarded, a contract fully executed, and notice has been issued by Tulsa County that release of funds requirements have been met.

MOMODOU CEESAY, MAYOR
(Type) Name and Title of Chief Elected Official

April 6th, 2015
Date

X

Signature of Chief Elected Official

[S E A L]

State of Oklahoma
County of TULSA

Attest:

Subscribed and sworn to before me _____, 20____.

Susan White, City Clerk

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2015 TULSA COUNTY URBAN COUNTY
BUDGET**

Name of Applicant:

Itemized Description of Construction Activity	Funding Source CDBG Grant	Funding Source City	Funding Source Other	Total Project Expenditures
			\$	
See attached construction items	\$64,464.00	\$6,446.40	None	\$70,910.44
Total Construction Activity	\$ -	\$ -	\$ -	\$ -
Professional & Non Construction Engineering/Architect Funds			\$	
Inspection Funds				
Other: Survey				
Other:				
Other:				
Total Professional & Non Const.	\$ -	\$ -	\$ -	\$ -
Administrative Costs				
Public Administrative Funds	\$		\$	
Direct Administrative Funds				
Total Administrative Costs	\$ -		\$ -	\$ -
Total Project Costs	<u>\$64,464.00</u>	<u>\$6,446.40</u>	<u>\$0.00</u>	<u>\$70,910.44</u>

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2015 TULSA COUNTY URBAN COUNTY**

DIRECT PROJECT BENEFICIARY INCOME SURVEY SUMMARY FORM

ATTACHMENT B

Activity Name: _____

COMPLETE THIS SECTION BY PLACING THE TOTAL NUMBER OF HOUSEHOLDS OBTAINED FROM THE HOUSEHOLD SURVEY IN EACH APPROPRIATE COLUMN.

Insert County Income Levels	\$33,150	\$37,900	\$42,650	\$47,350	\$51,150	\$54,950	\$58,750	\$62,550
Number of People in Each Household	1	2	3	4	5	6	7	8
Below or Above the County Income Levels	Below Above	Below Above	Below Above	Below Above	Below Above	Below Above	Below Above	Below Above
Total Number Of Households								

Total Number of Occupied Households/Homes in Activity Target Area = _____
 Total Number of Persons in Activity Target Area = _____
 Total Number of Occupied Households/Homes Surveyed in Activity Target Area = _____
 Total Number of Persons Accounted for by the Survey in the Activity Target Area = _____
 Total Number of Households Below the Low and Moderate Income Level in the Activity Target Area = _____
 Percentage of Total Households Below the Low and Moderate Income Level in the Activity Target Area = _____ %

I hereby certify that the above information was obtained from the occupants of the addresses listed and the information is accurate:

City-wide Low and Moderate Income Level
(For use only when projects are of City-wide benefit.)

766

x _____
 Momodou Ceesay, Mayor

April 6th, 2015
 Date

**HUD Census Data for Low and Moderate
Income Level for Block Groups, Enumeration
Districts or Census Tracts as Provided by
HUD (For use only when a project's target
area boundaries are identical to BG, ED or
Tracts)**

[Seal]

Subscribed and sworn to before me _____, 20 _____. My commission expires _____, 20 _____.

Commission No. _____

Clerk/Notary Signature

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2015 TULSA COUNTY URBAN COUNTY**

LEVERAGE VERIFICATION FORM

Federal/State participation, if any (loans, grants, etc.) provide commitment letters.

Agency	Purpose	Amount	Present Status Comment

Other sources and amount of project financing including applicant's local contribution, if any.

Agency	Purpose	Amount	Present Status Comment
City of Glenpool	Construction for ADA compliance	\$6,446.40	Budget Item

X

Momodou Ceesay, Mayor

April 6th, 2015
Date

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2015 TULSA COUNTY URBAN COUNTY**

Attach Certified Professional Cost Estimates/Engineering Report (where applicable).

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2015 TULSA COUNTY URBAN COUNTY**

RESOLUTION 15-04-03

WHEREAS, the Housing and Community Development Act of 1974, as amended (24 U.S.C. 93-383 et seq.), (the "Act"), provides that Community Development Block Grant, ("CDBG"), funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income; and,

WHEREAS, CDBG Regulations 24 CFR 570.307(a) allow counties having a total combined population of 200,000 or more from the unincorporated areas and participating incorporated areas to qualify as an urban county; and,

WHEREAS, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, authorized the Secretary of Housing and Urban Development, as a representative of the United States of America, to grant to Tulsa County funds and administrative responsibility for the Tulsa County Urban County CDBG program; and

WHEREAS, a Cooperation Agreement between Tulsa County and the CITY OF GLENPOOL has been executed for the purpose of participation in the Tulsa County Urban County Community Development Block Grant Program for Federal Fiscal Years 2014-2016; and,

NOW THEREFORE, BE IT RESOLVED by the GLENPOOL CITY COUNCIL (Governing Body) that CITY OF GLENPOOL (Government Subdivision) desires to obtain assistance in addressing community development needs and hereby requests the Tulsa County Urban County CDBG program to provide assistance.

NOW THEREFORE, BE IT FURTHER RESOLVED by the GLENPOOL CITY COUNCIL (Governing Body) that CITY OF GLENPOOL (Government Subdivision) affirms its commitment to take all action within its power to facilitate the receipt of the assistance of community development funds, and upon receipt to administer said grant by the rules and regulations established by the United States of America, the State of Oklahoma, Tulsa County and all empowered agencies thereof.

ADOPTED this 6th day of APRIL, 2015, at a (regularly or specially) scheduled meeting of the governing body, in compliance with the Open Meeting Act, 25 O.S. §§ 301-314 (2001).

Momodou Ceesay, Mayor

Signature of Momodou Ceesay

(S E A L)

Attest:

Subscribed and sworn to before me _____, 20____

City Clerk Signature



10/13/2014

Glenpool Senior Center
Attn: Dorothy Still
13739 S. Hickory Place
Glenpool, OK 74033

Dear Senior Center Board,

INCOG Area Agency on Aging recently completed an Americans with Disabilities Act (ADA) assessment of your facility at your request. This letter documents the findings of that assessment and provides recommendations for solutions to those findings. Please feel free to contact our offices with any questions.

The ADA requires public accommodations to provide goods and services to people with disabilities on an equal basis with the rest of the public. In order to do this, businesses and non-profit organizations that serve the public are required to remove barriers to accessibility when such changes are "readily achievable," meaning that they can be done without much difficulty or expense. This letter provides you with the basis for developing a plan for readily achievable barrier removal.

Finding 1: Parking

Standard: If parking is provided for the public, the standard requires if 1 to 25 spaces are provided at least 1 of those spaces must be a van accessible space. The space must have a clearly marked access aisle and it must have a sign that includes the International Symbol of Accessibility and text reading "Van Accessible."

Barrier: The current parking available does not provide a designated van accessible space. The existing spaces are large enough for van accessibility but the proper signage has not been installed.

Recommendation: Designate one of the accessible spaces as van accessible. Replace the existing signage with a sign that includes the International Symbol of Accessibility and text reading "Van Accessible." The bottom of the sign must be at least 60 inches above the ground.

Finding 2: Exterior Ramp

Standard: The top of the ramp handrail gripping surface must be no less than 34 inches and no greater than 38 inches above the ramp surface. The handrail must also extend at least 12 inches horizontally beyond the top and bottom of the ramp.

Barrier: The gripping surface of the handrail is 39 inches above the ground and the handrail does not extend beyond the top and bottom of the ramp.

Recommendation: Replace or alter the handrail lowering it to between 34 and 38 inches from the ramp surface and adding extensions that are at least 12 inches beyond the top and bottom of the ramp.

Finding 3: Exterior Ramp

Standard: To prevent wheelchair casters and crutch tips from falling off the ramp, the ramp surface must extend 12 inches beyond the inside face of the handrail or there must be a curb or barrier that prevents the passage of a 4-inch diameter sphere.

Barrier: The ramp does not extend beyond the inside face of the handrail nor does the handrail have a barrier or curb to prevent wheelchair casters or crutches from falling off the ramp.

Recommendation: Either replace or alter the handrail to include a barrier to prevent wheelchair casters or crutches from falling off the ramp, or extend the ramp surface at least 12 inches beyond the inside face of the handrail.

Finding 4: Approach and Entrance

Standard: The door threshold edge must be no more than $\frac{1}{4}$ inch high or no more than $\frac{3}{4}$ inch high if the slope is beveled no steeper than 1:2 (for every 1 inch of height there should be 2 inches of ramp run).

Barrier: The door threshold is 1.8 inches and the slope is beveled too steep.

Recommendation: Replace the threshold so that it is no more than $\frac{1}{4}$ inch high or no more than $\frac{3}{4}$ inch high if the slope is beveled no steeper than 1:2.

Finding 5: Access to Goods and Services - Interior Doors

Standard: The door opening with at least 32 inches clear, between the face of the door and the stop, when the door is open 90 degrees.

Barrier: The doorway from the community room to the hallway where the restrooms are located is only 30 inches wide. It is a double door but it does not have an automatic opener and the second door is blocked by a closet that extends out in front of the second door.

Recommendation: Alter/widen the doorway to ensure the door opening is at least 32 inches wide and not blocked by the closet walls.

Finding 6: Access to Goods and Services - Interior Doors

Standard: Doors must be equipped with hardware that is operable with one hand and does not require tight grasping, pinching and twisting of the wrist.

Barrier: The door to the hallway where the bathrooms are located has round door knobs that require grasping and twisting of the wrist.

Recommendation: Replace inaccessible door knobs with lever or loop hardware.

Finding 7: Restroom – Doors

Standard: Doors must be equipped with hardware that is operable with one hand and does not require tight grasping, pinching and twisting of the wrist.

Barrier: The door to the Restroom have round door knobs that require grasping and twisting of the wrist.

Recommendation: Replace inaccessible door knobs with lever or loop hardware.

Finding 7: Restroom

Standard: There must be clear floor space for a person in a wheelchair to turn around, i.e. a circle that is at least 60 inches in diameter or a t-shaped space within a 60 inch square.

Barrier: The restrooms only have a 51 inch diameter area of clear floor space.

Recommendation: Remove the stall partition and make the restrooms single user restrooms.

Finding 8: Restroom - Mirror

Standard: If a mirror is provided in the restroom over the lavatory or countertop the bottom edge of the reflective surface is to be no higher than 40 inches above the floor. If the mirror is not over the lavatory or countertop, the bottom edge of the reflective surface should be no more than 35 inches above the floor.

Barrier: The mirror is mounted 46 inches above the floor.

Recommendation: Lower the mirror to meet the standard or install a secondary mirror that has the bottom edge no higher than 35 inches from the floor.

Finding 9: Restroom – Lavatory

Standard: The lavatory must have no less than 17 inches and no more than 25 inches of clear floor space extended under the lavatory so a person using a wheelchair can get close enough to reach the faucets.

Barrier: The existing lavatory has 27 inches of floor space beneath the lavatory and the faucets are not reachable by an individual in a wheelchair.

Recommendation: Replace the lavatory.

Finding 10: Restroom – Lavatory

Standard: The front of the lavatory must be no more than 34 inches above the floor and the pipes below the lavatory must be insulated or otherwise configured to protect against contact.

Barrier: The existing lavatory is 35 inches above the floor and the pipes are not insulated or covered.

Recommendation: lower the lavatory and insulate or cover the pipes.

Finding 11: Restroom

Standard: The centerline of the toilet must be no less than 16 inches and no more than 18 inches from the side wall.

Barrier: The centerline of the toilet is 20 inches from the side wall.

Recommendation: Move the toilet.

Finding 12: Restroom

Standard: Bathroom stalls that are accessible must have grab bars on the side wall and on the rear wall of the stall. The grab bar on the side wall should be no more than 12 inches from the rear wall.

Barrier: The grab bar is 15 inches from the rear wall.

Recommendation: Relocate the grab bar.

Finding 13: Restrooms

Standard: Bathroom stalls that are accessible must have grab bars on the side wall and on the rear wall of the stall. The grab bar on the rear wall must be at least 36 inches long and extend at least 12 inches on one side and 24 inches on the other side from the centerline of the toilet. It must also be no less than 33 inches and no more than 36 inches above the floor.

Barrier: The grab bars on the rear wall of the restrooms are 38 inches long but extend 19 inches on one side and only 18 inches on the other side from the centerline of the toilet. The grab bar is also mounted 39 inches above the floor.

Recommendation: Relocate the grab bars on the rear wall of the restrooms ensuring they extend out 12 inches on one side and 24 inches on the other side from the center line of the toilet and ensuring that it is between 33 inches and 36 inches above the floor.

While INCOG recognizes that making the required changes to make the facility more accessible may seem overwhelming, we would like to make sure you are aware that CENA funding is available each year through our organization. One of the intended purposes of these funds is to help you with funding to make needed repairs and modifications which will make your facility accessible. We encourage you to apply for CENA funding to make the recommended changes detailed in this letter.

Thank you for consideration and efforts to resolve these ADA concerns.

Sincerely,

Kim McCurry, CIRS-A
Aging Specialist
INCOG Area Agency on Aging
2 W. 2nd St. Suite 800
Tulsa, OK 74103
(918)579-9477 office
(918)579-9577 fax
kmccurry@incog.org

2 West Second Street, Suite 800 • Tulsa, OK 74103 • 918.584.7526 • 918.583.1024 fax

Senior Info-Line 1.800.211.2116

AGREEMENT BETWEEN
THE CITY OF GLENPOOL, OKLAHOMA,
A MUNICIPAL CORPORATION
AND THE FRATERNAL ORDER OF POLICE
LODGE 133
FISCAL YEARS 2013-2016

TABLE OF CONTENTS

ARTICLE I	PURPOSE OF AGREEMENT	PAGE 3
ARTICLE II	AUTHORITY AND TERM	PAGE 4
ARTICLE III	RECOGNITION	PAGE 6
ARTICLE IV	GRIEVANCE PROCEDURE	PAGE 7
ARTICLE V	WAGE SCHEDULE	PAGE 10
ARTICLE VI	HIRING-PROMOTIONAL PROCEDURE	PAGE 13
ARTICLE VII	BASIC WORK PERIOD AND OVERTIME	PAGE 16
ARTICLE VIII	INSURANCE	PAGE 18
ARTICLE IX	ANNUAL LEAVE	PAGE 19
ARTICLE X	SICK LEAVE	PAGE 20
ARTICLE XI	DUES AND CHECK OFF	PAGE 24
ARTICLE XII	EDUCATION PAY	PAGE 25
ARTICLE XIII	EQUIPMENT AND CLOTHING ALLOWANCE	PAGE 26
ARTICLE XIV	MANAGEMENT RIGHTS AND RESPONSIBILITIES	PAGE 28
ARTICLE XV	PREVAILING RIGHTS	PAGE 29
ARTICLE XVI	PROHIBITION OF STRIKES	PAGE 30
ARTICLE XVII	PERSONNEL FILES	PAGE 31
ARTICLE XVIII	SUCCESSORS AND ASSIGNS	PAGE 32
ARTICLE XIX	REGULAR AND SPECIAL MEETINGS	PAGE 33
ARTICLE XX	REPLACEMENT OF DAMAGED GOODS	PAGE 34
ARTICLE XXI	PERSONNEL REDUCTION	PAGE 35
ARTICLE XXII	GRANT OVERTIME	PAGE 36
ARTICLE XXIII	SAVINGS CLAUSE	PAGE 37
ARTICLE XXIV	SPECIALTY ASSIGNMENT PAY	PAGE 38

ARTICLE I

PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the CITY OF GLENPOOL, OKLAHOMA, hereinafter referred to as “Employer” and LOCAL NO. 133, FRATERNAL ORDER OF POLICE, hereinafter referred to as “Lodge”, to achieve and maintain harmonious relations between the parties hereto and to provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement. Employer agrees to furnish sufficient copies of the agreement to the Lodge that the Lodge will be able to distribute a copy to each employee now employed or employed during the term of the Agreement, one to the lodge and one to the Chief of Police and his designated assistant.

ARTICLE II

AUTHORITY AND TERM

Section 1. The Employer and the Lodge have, by these present, reduced to writing the Collective Bargaining Agreement resulting from negotiations entered into by the Employer and the Lodge.

Section 2. This Agreement shall become effective on the first day of July 2012, and shall remain in full force and effect until midnight, June 30, 2016. Notwithstanding this provision regarding the term of the Agreement, the parties acknowledge that the Employer must comply with the Constitution of the State of Oklahoma and State statutes in all matters dealing with budgets and expenditures. The Employer must comply with 11O.S. § 17-201 et seq. specifically. The parties herein agree that all portions of this Agreement are subject to the appropriation of adequate and sufficient funds for which adoption must be considered by the governing body of the Employer prior to adoption of the Employer's 2012/2013, 2013/2014, 2014/2015, and 2015/2016 fiscal year budgets.

In the event that the Employer is unable to, or fails to appropriate adequate funds by the end of each respective fiscal year of this Agreement the one hundred and twenty (120) days notification period set forth in 11 O.S. § 51-112 of the Oklahoma statutes shall be waived and the parties shall immediately enter into good faith collective bargaining. Additionally, the Employer agrees to notify Lodge by April 1st of each contract year if City anticipates being unable to appropriate adequate funds for the next successive year of the Agreement. In the event Employer provides said notification to Lodge, the one hundred and twenty days notification period referenced above will be waived and the parties shall immediately enter into good faith collective bargaining.

Section 3. Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the Employer are included as a matter of collective bargaining, it shall be the obligation of the Lodge to serve written notice of request for collective bargaining on the Employer at least one hundred twenty (120) days prior to the last day on which monies can be appropriated by the Employer to cover the Agreement period which is the subject of the collective bargaining procedure, except as set out in Section 2 above.

Section 4. It shall be the obligation of the Employer and the Lodge to meet at a reasonable time and confer in good faith with representatives of the Lodge and Employer ten (10) days after receipt of written notice from the Lodge or the Employer requesting a meeting for purposes of collective bargaining.

Section 5. In the event the Lodge and the Employer are unable, within thirty (30) days from, and including the date of the first meeting, to reach an agreement, any and all unresolved arbitrable issues may be submitted to arbitration at the request of either party, provided that the parties agree not to do so when they continue to negotiate in good faith.

Section 6. In the event of any unanticipated change in state law or regulations or circumstances external to this Agreement that would potentially alter any terms or conditions of this Agreement, the Lodge will notify the City by April 1 of each successive year of the Lodge's proposal to bring any non-monetary items to the table to negotiate with the City. In the event the City agrees to negotiate any such items and a change results, such change will be memorialized by memorandum of understanding without amending this Agreement.

ARTICLE III

RECOGNITION

Section 1. Employer agrees that in accordance with 11 O.S. 51-103 of the Fire and Police Arbitration Act of the State of Oklahoma, The City and the Lodge are the only parties which may legally and appropriately confer, negotiate and enter into agreements on behalf of the Lodge on matters which relate to wages, hours and other conditions of employment as provided in the F.P.A.A.

ARTICLE IV
GRIEVANCE PROCEDURE

Section 1. The Lodge or any employee covered under this Agreement may file a grievance within ten (10) business days of alleged occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 2. The Lodge President or his designated representative may report an impending grievance to the Chief of Police in an effort to forestall its occurrence.

Section 3. Any controversy between the Employer and the Lodge or any employee concerning the interpretation, enforcement or application of any provision of this Agreement concerning any of the terms or conditions of employment contained in this Agreement shall be adjusted in the following manner:

- First Step: An employee believing himself to be aggrieved shall first discuss the matter with his designated Lodge Representative.
- Second Step: If the employee and his Lodge Representative believe the grievance to be well founded, such grievance shall be presented to the Chief of Police or his designated Representative within ten (10) days of the occurrence giving rise to the grievance. Chief of Police shall provide a response within five (5) days from receiving the grievance. All matters within the First Step and Second Step may be presented and responded to orally.
- Third Step: If the grievance is not satisfactorily resolved in the Second Step, it may, within five (5) days of receiving the Chief of Police or designee's answer in the Second Step, be orally presented by the employee and the Lodge Representative to the Chief of Police and the City Manager or his designee. An oral response shall be provided within five (5) days of this meeting.
- Fourth Step: If the grievance is not resolved in the Third Step, a formal written grievance directed to the City Manager, or his designee, shall be presented within ten (10) days of the oral response provided in the Third Step. The City Manager, or his designee, shall have ten (10) days to provide a written response to the formal written grievance.
- Fifth Step: If the grievance is not satisfactorily resolved in the Fourth Step, the Lodge shall notify the City Manager, or his designee, in writing within ten (10) days after receipt by the Lodge Representative of the foregoing written response from the City Manager, or his designee, that the grievance is either being withdrawn or that the Lodge desires to proceed to arbitration. If the grievance is withdrawn, the process shall conclude at this Fifth Step.

Sixth Step: If the matter is to proceed to arbitration, the City Manager, or his designee, shall submit the answer provided in Step Four, in writing, to the Police Chief, the employee(s) involved, and the Lodge Grievance Committee within five (5) business days. If the City Manager and the Lodge Grievance Committee have not settled the grievance within that time, it shall be submitted to arbitration as follows:

1. The parties shall request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service (FMCS).
2. Within ten (10) business days from the receipt of such list, a representative of the Lodge and the City shall meet and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The City shall strike the first name.
3. Either party may notify FMCS and, through FMCS, the person selected as the impartial arbitrator of her/his selection no later than five (5) days after the selection.
4. The date for the Arbitration Hearing shall be set within ten (10) business days from the date the arbitrator is notified of his selection.
5. Within twenty (20) business days after conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Lodge and the Employer.
6. With respect to the interpretation, enforcement or application of the provisions of this Agreement, the decision, findings and recommendations of the arbitrator shall be deemed final and binding on the parties to this Agreement.
7. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement hereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments hereof. This shall not preclude individual wage grievances.
8. The cost of the impartial arbitrator shall be shared equally between the Lodge and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

Section 4. All time limits set forth in this Article may be extended by mutual consent, but if

not so extended, they must be strictly observed.

Section 5. It is specifically and expressly understood that filing a grievance under this Article which has as its last step, final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, the Lodge or other representatives of the party, to litigate or otherwise contest the 1st answer rendered through the Grievance Procedure, in any Court or other appeal forum.

ARTICLE V
WAGE SCHEDULE

Section 1. The parties agree that the wages for the each fiscal year within the scope of this Agreement shall be as follows:

Wage Schedule				
FY 2012-2013				
	Step 1	Step 2	Step 3	Step 4
Police Officer	\$16.53	\$17.35	\$18.25	\$18.72
Master Patrolman	\$19.43	\$19.96	\$21.25	\$21.79
Corporal	\$23.09	\$23.20	\$23.33	\$23.81
Sergeant	\$24.69	\$24.93	\$25.17	\$26.45
Lieutenant	\$26.47			

Wage Schedule				
FY 2013-2014				
	Step 1	Step 2	Step 3	Step 4
Police Officer	\$17.20	\$18.05	\$18.98	\$19.46
Master Patrolman	\$20.21	\$20.76	\$22.10	\$22.66
Corporal	\$24.01	\$24.13	\$24.26	\$24.76
Sergeant	\$25.68	\$25.93	\$26.17	\$27.51
Lieutenant	\$27.53			

Wage Schedule				
FY 2014-2015				
	Step 1	Step 2	Step 3	Step 4
Police Officer	\$17.88	\$18.77	\$19.74	\$20.24
Master Patrolman	\$21.02	\$21.59	\$22.98	\$23.56
Corporal	\$24.97	\$25.10	\$25.23	\$25.75
Sergeant	\$26.70	\$26.96	\$27.22	\$28.61
Lieutenant	\$28.63			

Wage Schedule				
FY 2015-2016				
	Step 1	Step 2	Step 3	Step 4
Police Officer	\$18.60	\$19.52	\$20.53	\$21.05
Master Patrolman	\$21.86	\$22.45	\$23.90	\$24.51
Corporal	\$25.97	\$26.10	\$26.24	\$26.78
Sergeant	\$27.77	\$28.04	\$28.31	\$29.75
Lieutenant	\$29.77			

Section 2. Officers who are assigned to work shifts shall be entitled to monetary compensation based on their shift assignments. Differential paid will be as follows:

Day shift	7:00am to 3:00pm	No differential paid
Evening Shift	3:00pm to 11:00pm	\$32.00 per pay period
Split Shift	7:00pm to 3:00am	\$40.00 per pay period
Midnight Shift	11:00pm to 7:00am	\$52 per pay period

Officers who are required to work 3 (three) shifts other than their regularly assigned shift per pay period, shall be entitled to receive the higher differential.

Section 3. Employer will pay each member of the Bargaining Unit longevity pay in the amount of \$00.05 per hour for each year of service from the employee's date of hire. Such longevity pay shall commence in the ninth year of service and shall be paid on each regular bi-weekly paycheck of each month.

Section 4. In situations where there are no ranking supervisors on a given shift, the senior officer on that shift shall be deemed the "shift supervisor". As such he or she shall be compensated at the pay rate of Corporal I for all hours worked under those conditions.

Section 5. Members of the Bargaining Unit who obtain an Intermediate Certification or an Advanced Certification from the Oklahoma Council on Law Enforcement Education and Training shall be compensated at the following rates:

Intermediate Certification	\$15/month
Advanced Certification	\$30/month

ARTICLE VI

HIRING - PROMOTIONAL PROCEDURE

Section 1. All applicants for employment within the City of Glenpool Police Department will be considered on a non-discriminatory basis and further, shall be considered in accordance with the Americans with Disabilities Act. Employees selected for employment within the City of Glenpool Police Department by the properly designated official shall be covered by this Agreement in accordance with the provisions as set forth herein.

Section 2. All newly hired employees without previous experience in the Glenpool Police Department shall be considered as new hires and shall commence employment as new employees without seniority.

Section 3. Employees who have worked in other departments within the City of Glenpool, Oklahoma, and who may be qualified to become employees of the Police Department, upon being so transferred from one department into the Police Department, shall for purposes of seniority, shall be considered as new hire employees.

Section 4. All vacancies that occur within the department will be posted on the City Bulletin Boards at various locations for a minimum of five working days prior to the acceptance and consideration of outside applicants.

Section 5. Selection of applicants to fill a vacancy, where there are no present employees seeking to fulfill such vacancy, will be at the sole discretion of the City Manager.

Section 6. Vacancies within the department that constitute a promotion shall be filled through the testing procedure.

Section 7. The testing procedure utilized in filling promotional vacancies will be as follows:

A. Upon the occurrence of a vacancy constituting a promotion, or upon the creation of a new position constituting a promotion, an invitation to test for job vacancy will be posted for not less than five working days. A vacancy constituting a promotion shall be defined as any job vacancy above entry level for police officer.

B. Invitation to test on job vacancies shall include the job position to be filled, the basic requirements for the job, including training, experience and seniority, the rate of pay, applicable work schedule, the date and time of testing and reference to appropriate study materials.

C. At the conclusion of the testing period, the job will be fulfilled within three working

days thereafter and the Lodge shall be immediately notified upon selection of the successful applicant.

D. In the event the Lodge shall disagree with the selection of the successful applicant, the Lodge shall have the right to immediately file a written complaint within three days from notice of selection, and if such complaint is not satisfactorily answered, then, in that event, the Lodge shall be entitled to utilize the grievance procedure as set forth in this agreement.

E. For the purposes as set forth herein, working days shall mean those days from Monday through and including Friday.

F. The promotion procedure in rank structure of the Glenpool Police Department shall be as follows:

1. Police Officer;
2. Master Patrolman;
3. Corporal;
4. Sergeant;
5. Lieutenant.

G. The City will exercise its best efforts to assist all employees in attending their selected CLEET course.

H. If two or more employees select the same CLEET training and due to manpower or course attendance or course attendance permits, the senior employee shall attend.

I. All officers will be required to attend a minimum of 32 hours CLEET continuing education training a year. In addition officers will be required to attend one CLEET legal update a year.

J. Officers shall select up to four classes per year to attend and submit the registration forms for those classes to the Chief of Police within thirty (30) days of the list being posted on-line. The Chief of Police will then submit the forms to CLEET within 5 days of receiving them.

Section 8. To qualify for promotion from the rank of Police Officer to Master Patrolman, the following qualifications must be met:

A. Satisfactory completion of four years of service at the rank of Police Officer with the Glenpool Police Department; based upon applicant's date of hire as a Police Officer (probationary period included).

B. Evaluation of past performance by immediate supervisor and Chief of Police as well as immediate requirements of the position.

Section 9. To qualify for promotion for the rank of Master Patrolman to Corporal, the

following qualifications must be met:

- A. Satisfactory completion of Four years of service at the rank of Police Officer with the Glenpool Police Department, based upon applicant's date of hire as a Police Officer (probationary period included).
- B. Evaluation of past performance by immediate supervisor and Chief of Police as well as their evaluation of the candidate's ability to meet the requirements of the position. Eligible applicants must take and pass a written exam designed to test such ability.

Section 10. To qualify for promotion from rank of Corporal to Sergeant, the following qualifications must be met:

- A. Satisfactory completion of one year of service at the rank of Corporal. This shall include any probationary period that is imposed on the promotion to Corporal.
- B. Must have attended and obtained three (3) CLEET certifications in addition to the required CLEET training basic course.
- C. Eligible applicants must take and pass a written exam designed to test the applicant's ability to meet the requirements of the position.

ARTICLE VII

BASIC WORK PERIOD AND OVERTIME

Section 1. The Parties agree the work period established for employees covered by this Agreement shall be consistent with the Fair Labor Standards Act. All employees covered by this Agreement are eligible for overtime compensation. For the purpose of this Agreement, the established work period shall be seven (7) days (forty hours per week). Employees shall be scheduled to work five (5) consecutive days per week, eight (8) hours a day, with two (2) consecutive days off. Parties agree that “shift rotation assignments” made by the Chief of Police shall be the only exception to the established work period as set forth on Section 1. “Shift rotations” shall normally occur once every six (6) months. The Chief of Police may adjust employee’s(’) shift(s) and day(s) off to facilitate these shift rotations.

Section 2. The Parties agree to include three (3) hours of FLSA flexibility within the established work period. Employees shall receive their regular rate of pay for all hours worked within the work period.

Employees shall receive overtime compensation for all hours worked in excess of forty-three (43) hours within the work period, which shall be compensated at the rate of one and one-half (1 ½) times the employee’s regular rate of pay. Employees shall designate in writing to the Chief of Police, each time, their choice to receive payment for overtime work or holiday compensation in compensatory time or cash payment. Cash payment, if chosen, for overtime work shall be paid at the rate of one and one-half (1 ½) times the employee’s regular rate of pay. The regular rate is the employee’s base rate plus the hourly rate for any other item required by law to be included in the regular rate. Compensatory time shall accrue at the rate of one and on-half (1 ½) hours compensatory time for each overtime hour worked.

Should an Officer’s schedule be changed with less than 24 hours’ notice, the Officer will be compensated with four hours of compensatory in addition to her or his eight hours of regular pay for an eight-hour shift.

Section 3. An employee who is off duty and is called back to work when such time is outside the employee’s regularly scheduled shift shall receive a minimum of two (2) hours overtime. Off-duty employees required to report to municipal court shall receive a minimum of two hours overtime compensation. Off-duty employees required to be on stand-by for purposes of reporting to municipal court shall receive up to two hours of compensatory time. Employees required to report,

and/or stand by to report, to federal court, district court or Department of Public Safety hearings shall receive, in combination for reporting and standby as applicable, a minimum of four hours overtime compensation. One (1) hour of overtime will be allowed for travel, thirty (30) minutes each direction. Overtime which cannot be divided evenly by fifteen (15) minutes shall be rounded to the nearest one-quarter (1/4) hour.

Section 4. The maximum amount of compensatory time which an employee may accrue at any one time shall be one hundred sixty (160) hours. Subsequent overtime shall be compensated by cash payment at the rate of time and one half (1 ½). Upon expenditure of compensatory time which causes the total time accrued to drop below one hundred sixty (160) hours, subsequent overtime may be compensated up to the one hundred sixty hour limit. Employees who terminate their employment with the Employer shall receive a cash payment for any unused compensatory time at their rate of pay at termination.

Section 5. Any request for approved compensatory time off shall be subject to the condition that granting same shall not adversely affect the operation of the Glenpool Police Department. The Chief of Police or his duly designated representative shall authorize all such compensatory time before it is taken.

ARTICLE VIII

INSURANCE

Section 1. The City of Glenpool shall provide health insurance coverage at no cost to the members of the Bargaining Unit that is equal to or better than the insurance in effect on July 1, 2012.

ARTICLE IX
ANNUAL LEAVE

Section 1. Members of the Bargaining Unit shall receive vacation time as follows:

1-5	years service	10 shifts per year
6-10	years service	15 shifts per year
11 years - retirement		20 shifts per year

Section 2. Members of the Bargaining Unit shall be paid vacation hours in excess of 240 (two hundred forty) hours at a straight time rate of pay. Hours exceeding 240 will be paid to members on their bi-weekly pay checks.

Section 3. All members of the Bargaining Unit, in recognition of twelve (12) holidays recognized by the City of Glenpool shall receive 96 hours pay at straight time rate. Such pay shall be paid in a lump sum the first pay period in November. Whether or not a member is required to work on a recognized holiday shall not have any affect or adjustment upon such holiday pay or regular pay. Should an employee terminate employment, he shall not be eligible for additional holiday pay. Further, if an employee terminates his/her employment after the dispensation of the holiday pay, the employee shall refund the pro-rated amount owed back to the City.

ARTICLE X
SICK LEAVE

Section 1. A regular full-time employee begins to accumulate sick leave upon completion of his/her first full month of employment.

Section 2. *Accrual.* Sick leave is accrued in units of one (1) working day per month.

Section 3. *Expenditure.* Sick leave can be expended in units of no less than one hour. Any sick leave extended beyond three (3) consecutive days must be accompanied by a physician's written statement certifying the employee's condition or his/her immediate family's condition that prevented employee from reporting to work if deemed appropriate by the City Manager. Sick leave may not be used as vacation leave. Any abuse of sick leave is justification for disciplinary action and possible dismissal.

Section 4. *Eligibility.* Any employee is eligible to take sick leave for one of the following reasons:

A. Personal illness or physical incapacity other than incurred on the job, including medical, dental or optical diagnosis or treatment and pregnancy.

B. Serious illness of a member of the employee's immediate family requiring the employee's personal care or attention. Immediate family shall include: husband or wife, father or mother of employee, sister or brother of employee, children or legally adopted children of husband or wife or both, or any other person whose relationship could justify the employee's absence, providing special approval by the department head is first obtained.

C. Exposure to a contagious disease that in the opinion of the attending physician could jeopardize the health of others.

Section 5. *Procedure.* An employee who is unable to report for work due to one of the above reasons shall report his absence to his/her supervisor within one hour from which time he/she is expected to report for work. Sick leave with pay will not be allowed unless such a report is made. Any reports of absence beyond one hour shall be granted with or without pay, at the discretion of the department head.

Section 6. *Accumulation.* Sick leave may be accumulated to a maximum of seventy two (72) working days. An employee who consumes all the sick leave benefits for which he/she is eligible, shall be placed on inactive status, without pay if so determined necessary by the department head and

approved by the City Manager.

Section 7. *Separation.* Upon separation, an employee will not be compensated for any unused sick leave.

Section 8. *Unauthorized use of sick leave.* If upon investigation, the City Manager or the department head does not consider the circumstances warrant, or did not warrant the absence of an employee, the employee shall be required to charge the absence to vacation leave or leave without pay, rather than sick leave and be subject to disciplinary action.

Section 9. Any employee who leaves city employment and returns within a one year period is entitled to reinstatement of sick leave in the exact amount as was accrued prior to his resignation. Only those employees in good standing may qualify for this benefit.

Section 10. An employee who is injured as a result of an accident that occurs during the course of performance of duty with the city and is not a result of negligence or misconduct on the part of the employee, shall be granted injury leave and compensation. The employee shall receive his full salary for the first three (3) days, (from date of injury) and then a supplement to any workmen's compensation or insurance payments he/she receives, to maintain him at full salary level not to exceed six (6) months. In no event shall such employee's salary from all sources exceed his regular monthly net pay as of the time of the injury. After the first month of leave, the City Manager may require the employee to submit to a medical examination of a medical doctor designated by the city for the purpose of determining whether the claim of injury is proper. The City Manager may require periodical physician's statements as to the condition of the employee. In the event an employee refuses to submit to examination by a physician designated by the city, the refusal shall be just cause for terminating all benefits provided by this section. After exhausting the six (6) month injury leave, with permission from the City Manager, an employee may use his/her sick leave benefits, not to exceed sixty (60) days. He/she will be compensated on a supplemental basis to maintain him at full salary level. After exhausting injury leave and sick leave (with permission), an employee may be placed on "inactive status" and be eligible to return to work when released by his physician and a vacancy occurs at a comparable rate of pay, or he/she may be terminated for disability reasons.

(B) No benefits shall be payable under this section for any injuries occasioned by the willful intention of the injured employee to bring about injury to himself or another, or where the injury results directly from the willful failure of the injured employee to use a guard or protection against accident furnished for his use or where the injury results directly from the intoxication of the injured

employee while on duty, or where the injury results directly from horseplay, playing, or pranks engaged in by the injured employee, alone or with others. All benefits provided by this section, except total amount of compensation paid hereunder, shall be in addition to and separate from any sick leave benefits.

(C) Employees on occupational injury leave with pay shall be returned to duty at the earliest practical date and may be assigned to light or limited duty by the city as determined by the city physician and/or the City Manager when the employee's physical condition permits such assignment. Duty assignment of this type may be without reference to the employee's job classification or departmental assignment.

(D) Employees on probation shall not be eligible for occupational injury leave with pay benefits for injuries incurred during such probationary period. Such employees shall be entitled to all benefits provided by the Oklahoma State Workmen's Compensation Act.

(E) In the event an employee is so injured, as described in the preceding section, it will be the responsibility of the person directly in charge of such employee to prepare an accident report concerning such injury, containing how, where, and when the injury occurred, together with all pertinent information available. Said report to also contain the names and addresses of all witnesses and fellow employees that were at the scene of said accident, and a general outline of the extent of injury sustained. All written accident reports shall be transmitted not later than twenty-four (24) hours after the occurrence thereof.

(F) An employee on occupational injury leave benefit cannot work for another employer during the time he is drawing this benefit from the city.

Section 11. No benefits shall be payable under this section for any injuries occasioned by the willful intention of the injured employee to bring about injury to himself, or where the injury results directly from the willful failure of the injured employee to use a guard or protection against accident furnished for his use, or where the injury results directly from horseplay or pranks engaged in by the injured employee. All benefits provided by this section, except total amount of compensation paid hereunder, shall be in addition to and separate from any sick leave benefits.

Section 12. Employees on occupational injury leave with pay shall be returned to duty at the earliest practical date and may be assigned to light or limited duty by the Chief of Police and the physician when the employee's abilities permits such assignment. Duty assignment must be within the employee's departmental assignment.

Section 13. In the event an employee is so injured, as described in the preceding section, it will be the responsibility of the employee's immediate supervisor to prepare an accident report concerning such injury, containing how, where, and when the injury occurred, together with all pertinent information available and witness names, addresses and fellow employee names, addresses that were present at the scene of said accident. All written accident reports shall be submitted not later than twenty-four (24) hours after the occurrence thereof. A copy of said report will be submitted to City Manager, Chief of Police, and Chairperson of the City Safety Committee within twenty-four (24) hours of occurrence.

ARTICLE XI

DUES AND CHECK OFF

Section 1. Upon written authorization from the employee, the Employer agrees to deduct regular monthly Lodge dues from the earned wages of those employees represented by the Bargaining Unit.

Section 2. The deduction shall be made in accordance with the City of Glenpool pay plan in an amount certified to be correct by the Treasurer of the Lodge. Changes in the amount of dues will be certified in the same manner and shall be done at least thirty (30) days in advance of the effective date of such change.

Section 3. All eligible members of the Bargaining Unit desiring dues deduction shall individually sign an authorization form provided by the Lodge. Authorization may be withdrawn by the employee by providing written notice to the Employer at least thirty (30) days prior to the effective date of withdrawal. Unless revoked by the employee, the authorization will remain in effect until the expiration date of the contract and will be automatically renewable with the adoption of each new contract.

Section 4. The Employer will deduct only Lodge dues from the employee's paycheck and will not deduct initiation fees, special assessments, fines or other Lodge fees. No deductions will be made when the salary to be paid an employee is not sufficient to cover the amount to be deducted.

Section 5. The Employer will provide the Lodge Treasurer with a monthly report showing the employee's name and amount deducted. All deductions refundable at the time of termination or resignation will be refunded by the Lodge.

Section 6. The total amount deducted shall be remitted to the Treasurer of the Lodge less an administrative fee of twenty five dollars (\$25.00) per month to be retained by the City of Glenpool. A check for the proper amount will be mailed to the Lodge Treasurer within fifteen (15) calendar days after the deduction is made by the Employer.

ARTICLE XII
EDUCATION PAY

Section 1. The City of Glenpool and the Lodge recognize that formal education related to the field of Law Enforcement is a benefit to the officer, to the City and to our citizens. As such, the City agrees to compensate each officer who has completed such studies at accredited universities or colleges in accordance with the following schedule:

Bachelor's Degree	\$37 Monthly
Master's Degree	\$62 Monthly

Section 2. An officer holding multiple degrees shall only receive the compensation listed for the highest single degree they hold

ARTICLE XIII

EQUIPMENT - CLOTHING ALLOWANCE

Section 1. All member of the Bargaining Unit shall receive Fifty Dollars (\$50.00) per month cleaning allowance from the Employer.

Section 2. The City agrees to provide, upon hire, the following list of equipment and clothing:

- A.
 - 1. Three (3) pair department approved trousers
 - 2. Three (3) short sleeve department approved shirts
 - 3. Three (3) long sleeve department approved shirts
 - 4. One (1) pair boots, up to \$125.00
 - 5. One (1) department approved wind breaker jacket
 - 6. One (1) department approved winter coat
 - 7. One (1) department approved rain slicker
 - 8. One (1) department approved inner belt
 - 9. One (1) department approved outer belt
 - 10. One (1) department approved holster
 - 11. One (1) department approved double magazine pouch
 - 12. One (1) department approved ASP baton holder
 - 13. One (1) department approved OC spray holder
 - 14. Two (2) department approved handcuffs and cases
 - 15. Four (4) department approved belt keepers
 - 16. One (1) department approved radio holder
 - 17. One (1) ASP expandable baton
 - 18. One (1) can of OC spray
 - 19. Eight (8) sets sew on patches (1) sew on coat badge (1) sew on coat name tag.
 - 20. One (1) department approved name plate
 - 21. One (1) badge
 - 22. One (1) current Oklahoma Title 21.47.63 book to be renewed annually.
 - 23. One (1) Glock model 22 .40 caliber pistol
 - 24. One (1) ballistic vest

Section 3. Employer will replace bullet proof vest pursuant to the manufacturer's

specification and guidelines.

Section 4. Each member of the Bargaining Unit shall receive a clothing allowance of Eight Hundred Dollars (\$800.00) per year (payable in two increments of Four Hundred Dollars (\$400.00) and payable with the first regular paycheck in July and January of each fiscal year), provided that this allowance shall apply only to employees who are members of the bargaining unit as of July 1 in the applicable fiscal year. The K-9 Officer and the Detective shall receive an additional \$100.00 per year. Officers hired after July 1st, of each year shall have these amounts pro-rated.

Section 5. The City/Police Department will provide duty ammo for each Officer to be replaced annually in July of each fiscal year or at the time of annual firearms re-qualifications.

Section 6. The City/Police Department, in order for its Officers to maintain proficiency in all departmentally approved firearms will provide 400 rounds of practice ammunition annually to each member of the bargaining unit. Ammunition will be available for check-out from the Chief of Police or designee in amounts not to exceed: Fifty rounds of .40 caliber pistol ammunition; forty rounds of .223 rifle ammunition; five rounds of 12 gauge .00 buckshot ammunition; and five rounds of 12 gauge slug ammunition. These allotments shall be available at the Officer's request during the then-current quarter of the calendar year. Any allotment of ammunition not requested by any Officer during the then-current quarter shall not carry over into the next or any following quarter. Calendar quarters shall be recognized as: January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31.

ARTICLE XIV

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. The Lodge recognizes the prerogative of the Employer to operate and manage its affairs in all respects and in accordance with its responsibilities and the power of authority which the Employer has not specifically abridged, delegated, granted or modified by this Agreement are retained by the Employer, and all rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively without limitations within the rights of the Employer.

Section 2. Except as may be limited herein, the Employer retains its rights in accordance with the laws of the State of Oklahoma and the responsibilities and duties of the City of Glenpool as set forth within the ordinances and resolutions promulgated.

ARTICLE XV

PREVAILING RIGHTS

Section 1. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration currently in effect on the effective date of any negotiated agreement shall be deemed a part of said agreement unless and except as modified or changed by the specific terms of such agreement.

ARTICLE XVI

PROHIBITION OF STRIKES

Section 1. During the term of this Agreement, the Lodge agrees to a prohibition of any job action, i.e. strikes, work slowdowns, mass absenteeism, or being a party to such activities. The Lodge shall not be in breach of Agreement where the acts and actions enumerated above are not caused or authorized by the Lodge.

Section 2. Upon notification, confirmed in writing, by the Employer to the Lodge that certain of its members are engaged in a job action, the Lodge shall immediately, in writing, order such members to cease the job action and return to work at once and provide the Employer with a copy of such an order. Additionally, a responsible officer of the Lodge shall publicly order all employees participating in a job action to cease such action.

Section 3. Nothing contained in this Article shall be construed to limit, impair, or affect the right of the Lodge or any other member of the Bargaining Unit to the expression or communication of a view, grievance or complaint or opinion, or any matter related to conditions or compensation of employment or their betterment, so long as the same does not interfere with the full, faithful and proper performance of duties of employment.

ARTICLE XVII
PERSONNEL FILES

Section 1. It is agreed that all materials concerning investigations, complaints, reprimands, counseling sessions for violations of any rules, regulations or policies that might be considered detrimental to the employee's position advancement or future with the Department, that are to be placed in the employee's personnel file, that the Employer shall notify said employee of such action and the employee shall be given the proper opportunity to appeal such action before it becomes a part of his personnel file.

Section 2. An employee shall be allowed to review his personnel file under supervision at any reasonable time upon written request to the Chief.

ARTICLE XVIII

SUCCESSORS AND ASSIGNS

Section 1. This Agreement shall be binding upon the successors and assigns of the parties hereto during the term of this Contract; and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto, or by any change geographically of place of business of either party hereto.

ARTICLE XIX

REGULAR AND SPECIAL MEETINGS

Section 1. The Lodge will be permitted to hold regular and special meetings on the Employer's premises, with the understanding that permission, time and location of such meetings must be approved by the Chief or his designee prior to said meeting.

Section 2. It is understood that the Lodge and Employer will cooperate regarding these arrangements, and excessive requests will not be made by the Lodge; and permission to hold meetings shall not be denied by the Employer, so long as the meetings do not impede or interfere with the normal operations of the Police Department.

Section 3. Upon giving five (5) days written notice to the Chief of Police, a Representative of the Lodge may receive up to 80 hours off. Such time off shall be limited to two officers. Additional time of up to 40 more hours may be granted if designated officers are involved in negotiation of the renewal of this Agreement. Time off deducted shall be based on the officer's hourly rate of pay.

ARTICLE XX

REPLACEMENT OF DAMAGED GOODS

Section 1. The Employer agrees to replace items that may become damaged in the line of duty. The following items shall be replaced:

1. Prescription eyewear (contacts or glasses);
2. Uniform apparel
 - A. Trousers
 - B. Shirts
 - C. Jacket/Coat
 - D. Bullet Proof Vest
 - E. Gun Belt
 - F. Holster
 - G. Footwear
 - H. Ammo Case (Magazine Holder, Loops, Speed Loaders and Holders)
 - I. Badges, Collar Brass, Nameplate
 - J. Cuff, Cuff Case
 - K. Tie/Dickey
3. On-Duty Weapon to be replaced shall not exceed Five Hundred Dollars (\$500.00) and the City shall have the option to either repair or replace;
4. Watches to be replaced shall not exceed Seventy-Five Dollars (\$75.00) in cost.

Section 2. The City shall not be responsible for replacement of any personally owned equipment such as scanners, binoculars, or other equipment that is optional for the officer's preferential use.

Section 3. In the event an officer shall have a claim for replacement of damaged property he shall present the claim to the Chief of Police who shall present such claim along with cost of replacement by purchase requisition which shall be presented to the City Manager for approval.

Section 4. When items are damaged by person who is being arrested, the officer shall file a charge against such subject and the cost of damage to officer's goods shall be sought through the municipal court as item of restitution of damages.

Section 5. All officers shall be responsible for any damage to city property when such property damage occurs through the negligence of the officer.

ARTICLE XXI
PERSONNEL REDUCTION

Section 1. In the event of personnel reduction or layoffs, the employee with the least seniority shall be laid off first, subject to a thirty (30) day notice to the Lodge President and the employee or employees to be affected, for the purpose of providing the opportunity for incumbent employees to exercise their pension options. Time in the Glenpool Police Department shall be given the utmost consideration in the event of layoffs.

Section 2. No new employees shall be hired until the employee(s) laid off for reduction in force needs within the last twelve (12) months and the Lodge have been notified by certified mail. The mailing of said notice by certified mail at the address last given to the City of Glenpool by said employee shall be deemed compliant with said requirements. Any such employee previously so laid off shall have fourteen (14) days subsequent to the mailing of said notification in which to notify the City of Glenpool in writing by certified mail addressed to the City Manager, 140 W. 141st Street, Glenpool Oklahoma, 74033, of his or her intention to return to work within fourteen (14) days of mailing of the City's notice.

Section 3. The City shall not be required to notify Officers who are laid off longer than 1 year prior to filling a vacancy. Officers who are laid off for longer than 1 year shall be required to re-apply through the normal hiring process.

ARTICLE XXII
GRANT OVERTIME

Section 1. Grant Shift Payments. Any Glenpool Police Department “Employee,” as that term is defined in the CBA, who is called upon, and volunteers, to work a shift for which compensation is to be paid from funds awarded to the City of Glenpool by the Grant (“grant shift”) shall, solely as compensation for any and every such grant shift and shall in all cases pertaining to any and every such grant shift, be paid at an hourly rate equivalent to one-and-one-half times that Employee’s standard hourly rate. This rate of pay for grant shift hours worked shall not vary under any circumstance, to include without limitation all grant shift hours worked on a holiday. This rate of pay shall not be deemed to constitute over-time under any circumstance for purposes of Article VII of the CBA, notwithstanding its payment at the over-time rate of pay. Compensatory time for grant shift hours is not an option.

Section 2. Section 2 of Article VII of CBA Not Applicable. The Lodge agrees that NO grant shift hours shall be counted in calculating any Employee’s hours worked during a work period as defined in Article VII of the CBA. Consequently, grant shift hours shall NOT be deemed or in any way compensated as “overtime” hours for purposes of Section 2. Further, NO Employee shall have the option of choosing to accept payment for grant shift hours in the form of compensatory time. Whether any Employee does or does not accrue or exceed 43 hours in any given work period will be determined without reference to grant shift hours and payment for grant shift hours is hereby deemed as a matter that falls altogether outside the scope of Section 2, Article VII of the CBA for all purposes.

Section 3. Section 3 of Article VII of CBA Not Applicable. The Lodge agrees that NO grant shift hours shall for any purpose be treated as off-duty call back hours with respect to the provisions of Section 3 of Article VII of the CBA. Neither the call-back nor stand-by provisions of Section 3 shall have any application whatsoever to grant shift hours. Whether any Employee does or does not accrue time under such call-back or stand-by provisions will be determined without reference to grant shift hours and payment for grant shift hours is hereby deemed as a matter that falls altogether outside the scope of Section 3, Article VII of the CBA for all purposes.

ARTICLE XXIII
SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

Section 2. It is understood that the foregoing is a complete understanding of all terms and conditions of employment to be governed by this Agreement during the contract period and it cannot be altered in any manner, save by the complete written concurrence of the parties subscribing hereto.

Section 3. Any appendices to this Agreement shall be numbered, dated and signed by the Employer and the Lodge and City shall be subject to the provisions of this Agreement unless the terms of said Appendix specifically delete or change a provision of this Agreement, and all Appendices shall become a part of this Agreement as if specifically set forth herein.

Section 4. It is understood that all time limits found in this Agreement may be extended by mutual concurrence.

ARTICLE XXIV
SPECIALTY ASSIGNMENT PAY

Section 1. Officers who are assigned to perform the duties of Detective shall receive “Specialty Assignment Pay” of \$25/month.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2012.

THE CITY OF GLENPOOL, OKLAHOMA
A Municipal Corporation

BY: _____
Mayor

Attest:

City Clerk

FRATERNAL ORDER OF POLICE,
LODGE NO. 133

BY: _____
President or Lodge Representative

Attest:

Secretary

APPROVED AS TO FORM:

City Attorney

AGREEMENT BETWEEN
THE CITY OF GLENPOOL, OKLAHOMA,
A MUNICIPAL CORPORATION,
And THE INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS
LOCAL 2990
FISCAL YEARS 2013-2016

Article I.	PURPOSE OF AGREEMENT	3
Article II.	AUTHORITY AND TERM	3
Article III.	RECOGNITION	4
Article IV.	GRIEVANCE PROCEDURE	4
Article V.	WAGES	6
Article VI.	WORK PERIOD. OVERTIME AND CALL BACK	7
Article VII.	LONGEVITY PAY	8
Article VIII.	INSURANCE	8
Article IX.	ANNUAL LEAVE	10
Article X.	SICK LEAVE	10
Article XI.	UNION BUSINESS	11
Article XII.	DUES AND CHECK OFF	11
Article XIII.	CALL BACK AND HOLDOVER	12
Article XIV.	CLOTHING ALLOWANCE	12
Article XV.	MANAGEMENT RIGHTS AND RESPONSIBILITIES	13
Article XVI.	PREVAILING RIGHTS	13
Article XVII.	PROHIBITION OF STRIKES	13
Article XVIII.	PERSONNEL FILES	13
Article XIX.	SENIORITY	14
Article XX.	SUCCESSORS AND ASSIGNS	15
Article XXI.	REGULAR AND SPECIAL MEETINGS	15
Article XXII.	SAVINGS CLAUSE	15
Article XXIII.	MILITARY LEAVE	16
APPENDIX A	STEP INCREASE TABLE	18

Article I. PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the CITY OF GLENPOOL, OKLAHOMA, hereinafter referred to as "City" and LOCAL NO. 2990, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as "Union", to achieve and maintain harmonious relations between the parties hereto and to provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement.

The Union agrees to provide a written (hard) copy and an electronic copy of the Agreement for use of the City. The City agrees to provide the City Seal on 5 written (hard) copies.

Article II. AUTHORITY AND TERM

Section 1. The City and the Union have, by these presences, reduced to writing the collective bargaining Agreement resulting from negotiations entered into by the City and the Union.

Section 2. This Agreement shall become effective on the first day of July 2012, and shall remain in full force and effect until midnight, June 30, 2016. Notwithstanding, the parties of this Agreement understand that the City must comply with the Constitution of the State of Oklahoma and State statutes in all matters dealing with budgets and expenditures. The City must comply with 11O.S. § 17-201 et seq. specifically. The parties herein agree that all portions of this Agreement are subject to the appropriation of adequate and sufficient funds for which adoption must be considered by the governing body of the City prior to adoption of the City's 2012/2013, 2013/2014, 2014/2015, and 2015/2016 fiscal year budgets.

In the event that the City is unable to, or fails to appropriate adequate funds by the end of each respective fiscal year of this Agreement the one hundred and twenty (120) days notification period set forth in 11 O.S. § 51-112 of the Oklahoma statutes shall be waived and the parties shall immediately enter into good faith collective bargaining. Additionally, the City agrees to notify Union by April 1st of each contract year if City anticipates being unable to appropriate adequate funds for the next successive year of the Agreement. In the event, City provides said notification to Union, the one hundred and twenty days notification period referenced above will be waived and the parties shall immediately enter into good faith collective bargaining.

Section 3. Whenever wages, rates of pay, or any other matters requiring appropriation of moneys by the City are included as a matter of collective bargaining, it shall be the obligation of the Union to serve written notice of request for collective bargaining on the City at least one hundred twenty (120) days prior to the last day on which moneys can be appropriated by the City to cover the Agreement period which is the subject of the collective bargaining procedure, which is the subject of the collective bargaining procedure, except as set out in Section 2 above.

Section 4. It shall be the obligation of the City and the Union to meet at a reasonable time and confer in good faith with representatives of the Union and City ten (10) days after receipt of written notice from the Union or the City requesting a meeting for purposes of collective bargaining.

Section 5. In the event the Union and the City are unable, within thirty (30) days from, and including the date of the first meeting, to reach an agreement, any and all unresolved arbitral issues may be submitted to arbitration at the request of either party.

Article III. RECOGNITION

Section 1. The City recognizes the Union as the exclusive bargaining agent for all permanent Employees of the Fire Department except those entitled to exemption as defined by statute.

Article IV. GRIEVANCE PROCEDURE

Section 1. The Union or any Employee covered under this Agreement may file a grievance within ten (10) business days of alleged occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 2. The Union President or his designated representative may report an impending grievance to the Fire Chief in an effort to forestall its occurrence.

Section 3. Any controversy between the City and the Union or any Employee concerning the interpretation, enforcement or application of any provisions of this Agreement concerning any of the terms or conditions of employment contained in this Agreement shall be adjusted in the following manner:

- A. The Employee(s) involved shall meet with the Chief or his designated representative to discuss the grievance. Said Employee's Union President or his designated representative may be present at said discussion. The answer shall be orally submitted by the Chief or his designated representative within five (5) business days to the Employee(s) involved and to the Union President.
- B. If the grievance is not settled by the provision of Section 3A, it shall be submitted orally to the City Manager. Within five (5) business days from the oral answer rendered by the City Manager, or his designated representative, the Union Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms and conditions of this Agreement.
 1. If the Union Grievance Committee finds a grievance does exist, the Committee shall submit, in writing, the grievance to the City Manager for reconsideration.
 2. If the Union Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary.

- C. The City Manager shall submit his answer, in writing, to the Fire Chief, the Employee(s) involved and the Union Grievance Committee within seven (7) business days. If the City Manager and the Union Grievance Committee have not settled the grievance within that time, it shall be submitted to arbitration for adjustment as follows:
- D. If the grievance is denied at Section 3C, and before the parties invoke Section 3.E.1., it is agreed that the dispute will be discussed between the parties' representatives, whoever they select, in a good faith effort to resolve the grievance before further action is taken. In order to expedite the Grievance Procedure, the parties understand that once the efforts for mediation are agreed to a meeting must be held within five (5) days of notice from either the City or Union.
- E. In the event that the resolution process provided in Section 3.D. is unsuccessful in reaching an agreement, the parties shall submit the grievance to arbitration upon the request of either party within 30 days following the final effort to resolve the grievance by their own efforts. If neither party requires arbitration within such 30-day period, the grievance shall be deemed conclusively denied.
 - 1. The parties shall request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service.
 - 2. Within ten (10) business days from the receipt of such list, a representative of the Union and the City shall meet and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The City shall strike the first name.
 - 3. Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator and the arbitrator is contacted, the date for the Arbitration hearing shall be set within ten (10) business days from the date the arbitrator is notified of his selection.
 - 4. Within twenty (20) business days after the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Union and the City.
 - 5. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement
 - 6. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new Agreement or variation of the present Agreement to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievances.

7. The cost of the impartial arbitrator shall be shared equally between the Union and the City. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

Section 4. All time limits as set forth in this Article may be extended by mutual consent, but if not so extended, they must be strictly observed.

Section 5. It is specifically and expressly understood that filing a grievance under this Article which as its last step, final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, the Union or other representatives of the party, to litigate or otherwise contest the first answer rendered through the Grievance procedure, in any court or other appeal forum.

Article V. WAGES

Section 1.

All Employees covered by this Agreement shall receive, on an annual basis corresponding to their anniversary of service date (actual or deemed), an increase in their monthly salaries in accordance with the step-in-grade placement schedule attached to this Agreement and incorporated herein as Appendix A, at the rate and step placement of their corresponding rank and years of service.

Section 2. Employees shall be "eligible for their first Satisfactory Performance Increase (SPI), at the end of each fiscal year of continuous service with the Glenpool Fire Department. Each employee, except for those at the maximum of their pay scale shall be eligible for an SPI twelve (12) months from the date of then-last SPI.

Section 3. Employees, who are promoted from Firefighter to Driver or from Driver to Captain, shall be paid at the lowest step of the higher pay scale, which provides an increase of at least three (3) percent per hour over the employee's base pay. Employees, who are promoted from Firefighter to Corporal or from Lieutenant to Captain, shall be paid at the lowest step of the higher pay scale, which provides an increase of at least one and one-half (1.5) percent per hour over the employee's base pay.

Section 4. The wage scales applicable to classifications are attached hereto and made a part hereof and marked Appendix A.

Section 5. The Chief shall select a firefighter to be designated as the Training Officer who shall coordinate Training activity. The Training Officer is responsible for developing or obtaining training materials and providing instruction to department personnel as well as other duties that are indicated in the Training Officer Job Description. This position will be paid five (5) percent above the employee's normal rate of pay.

Section 6. Members of the Bargaining Unit, who work in a rank above Captain for a period of five shifts or more, shall be paid five (5) percent above their normal rate of pay.

Section 7. This pay increase/working out of class will last until the member is no longer required to work at a higher-ranking position, retroactive back to the first shift after five.

Section 8. Members will be allowed tuition reimbursement not to exceed \$800.00 per member for pre-approved, job-related and successfully completed education and/or training classes annually under this Agreement. Courses may be either degree-related and/or certificate driven.

- A. Those courses required for promotional purposes as outlined in Section 5, Standards of Competency, Subsection 01 of the Glenpool Fire Department's Standard Operational Guidelines will be provided, as needed and within budgetary considerations, to members through normal operating procedures and will not be counted against the allowable tuition reimbursement of each member.
- B. Members will be eligible to collect reimbursement for costs associated with said training class, including but not limited to; registration fees, hotel expense for training requiring overnight lodging, meals, mileage (if utilizing personal vehicle), etc. as allowed by the City of Glenpool.
- C. The Fire Chief, or designee, will not unilaterally withhold training approval without a valid and justifiable reason. Members whose requests have been denied may petition the City Manager, or designee, to reconsider the request.
- D. Members will be required to make their own registration and travel arrangements once training has been approved.
- E. If training classes fall on a member's regular work day, member will receive normal pay for training and/or travel time. If training falls during a day off, members agree that since training was at their request and discretion they will not receive pay or compensatory time for that day.

Article VI. WORK PERIOD. OVERTIME AND CALL BACK

Section 1. The work period for shift employees in the bargaining unit shall be the current fourteen (14) day, one hundred six (106) hours in an average two-week pay period.

For shift employees, overtime at one and one-half (1 1/2) times the hourly rate of pay shall be paid for all hours worked over one hundred six (106) in any work period and paid bi-weekly.

Section 2. All employees in the bargaining unit shall receive overtime compensation at a rate no less than time and one-half (1 1/2) or compensatory time off at a rate not less than one and one-half (1 1/2) hours for each hour of employment for which overtime compensation is required. It is understood that if an employee in the

bargaining unit elects compensatory time in lieu of overtime compensation, he may only accrue up to a maximum of four hundred eighty (480) hours of compensatory time. Taking of compensatory time must be taken at a time mutually convenient to the employee and the Fire Chief or his designee.

Section 3. All earned leave time will be counted as hours worked when computing overtime pay as called for under the (FLSA) Fair Labor Standards' Act. However, compensatory time, which is taken in lieu of overtime pay, will not be counted as "earned leave" for the purpose of computing overtime.

Section 4. To ensure the safety of the public and members of the Fire Department, **minimum** staffing levels shall be as follows: (a) minimum aggregate staffing level of 12 fire fighters; and (b) one Company, defined as apparatus and crew and having a minimum of one Captain **or** Lieutenant; one Driver **or** Corporal; and one Fire Fighter per shift.

Section 5. The members of the Fire Department shall have the right and privilege to take leave whenever desired, so long as the leave does not interfere with the orderly operation of the fire department.

Section 6. It is permissible, but not required by the Fire Department or the City of Glenpool, that any member of Local 2990 who performs teaching duties for an outside employer may volunteer to provide such teaching services to other employees of the Fire Department during hours that are off-duty for the instructor. Such member performing such teaching duties may or may not look to his or her outside employer for compensation but in no case shall such member be entitled to compensation in any form from the City of Glenpool and, in performing such duties, knowingly waives any expectation of such compensation.

Article VII. LONGEVITY PAY

Section 1. City shall pay each Employee covered by this Agreement, longevity pay of Six Dollars (\$6.00) per month for each year of service from the Employee's date of hire.

Section 2. The Employee will receive longevity pay on the first pay period of each month.

Article VIII. INSURANCE

Section 1. It is the responsibility of the Union to provide group healthcare benefits to all eligible members of the Glenpool Fire Department. For purposes of Article VIII only, eligible members of the Fire department include probationary employees who are members in good standing of the Local. Any ineligible members shall be covered by the group healthcare plan of the City of Glenpool, subject to the requirements of the providers said plan. It is further understood that any member of the Fire Department who does not enroll in the Union Insurance plan upon becoming eligible, or any member

who drops the Union insurance plan and wishes to enroll at a later date, shall be subject to the requirements of the providers of the Unions insurance plan.

Section 2. The City agrees to contribute to the Union Insurance Fund on a monthly basis, a sum equal to the amount contributed for other City employees; however, in no event shall the sum paid for each employee of the Fire Department who is enrolled in the Union's healthcare plan be less than the cost of (which includes the Medical, Dental and Vision coverage) the Union Insurance premiums. The City also agrees to withhold, through payroll deduction, premiums for family coverage of members who wish this coverage. These deductions will be contributed monthly as well. If the City cancels its medical insurance program for general City employees during the term of the Agreement, City agrees to continue paying to the Union Insurance Fund the same amounts it was paying prior to the cancellation.

Section 3. It is distinctly understood and agreed that the City's only obligation is to pay the cost of the group insurance as described in Section 2 and in all matters with respect to coverage, payments or benefits and the amount thereof, shall be reserved to the Union and the insurance providers as to control and policies.

Section 4. The Union shall have the right to submit to binding arbitration by giving the City written notice, of its intentions to do so not less than forty-eight (48) hours in advance if the City shall fail to make payment of the contribution due to the Fund for an month on or before the tenth (10th) day of the calendar month for which such contribution shall be payable. Provided, that no such action will be taken by the Union unless and until the Executive board of the Union shall have certification in writing to the City that the City has so failed to pay such contribution.

Section 5. The selection of the insurance provider shall rest solely with the Union.

Section 6. The Union further agrees to indemnify the City against all liabilities in connection with the administration of the group insurance program provided by the Union. Provided, that this section shall not impose any obligation on the Union to indemnify the City against willful misconduct or negligent acts or omissions of the City, its agents or its employees.

Section 7. The Union shall provide to the City, individual group enrollment cards to be supplied by the Group insurance carrier. The execution by the eligible individual Fire Department employees shall demonstrate an election by said employees to be covered by the Union's Plan.

Section 8. The Union agrees to provide a copy of the monthly billing statement from its insurance provider monthly.

Section 9. Should the Union provide the City thirty (30) days notice prior to the beginning of a new contract year that they wish to join the City's insurance plan, the City agrees to accept all employees and retirees subject to acceptance by the City's insurance carrier.

Article IX. ANNUAL LEAVE

Section 1. Members of the bargaining unit shall receive vacation time as follows:

1 - 5 years service	10 shifts per year
6-10 years service	15 shifts per year
11 years – retirement	20 shifts per year

Section 2. Members of the bargaining unit shall be paid for vacation hours in excess of two hundred forty (240) hours at a straight time rate of pay. Those hours exceeding 240 will be paid to members on their bi-weekly paychecks.

Section 3. All members of the bargaining unit shall receive, in addition to vacation leave, ten (10) working shifts off with pay as compensation for holidays recognized by the City of Glenpool. Holidays worked shall be paid at straight time rate of pay.

Section 4. All new employees shall receive holidays and personal days. These days will be pro rated according to date of employment during the contract year.

Section 5. Shift exchange. The employees of the fire department shall have the right and privilege to exchange shifts with other qualified regular members, so long as said exchanges do not interfere with the orderly operation of the fire department, provided the exchange has been approved by the Fire Chief, or, in his absence, his designee. This does not include the case of emergencies. The fire department members shall give as much notice as possible and enter information into the daily log. The members shall give a record of exchanges to the Fire Chief.

Article X. SICK LEAVE

Section 1. All members of the bargaining unit may accumulate twelve (12) days per year sick leave.

Section 2. There shall be no compensation for "buy back" for accumulated sick leave, in lieu of sick leave "buy back" in any form, members of the bargaining unit shall receive up to three (3) excused days off per year for personal business. Requests for a personal day off shall be made to the Fire Chief within five (5) days: however, such five (5) day notice may be waived in the event of an emergency making it impossible to give such five days notice.

Section 3. Personal days off may not be accumulated or carried forward from one year to the next.

Section 4. Members of the fire department can give up to three (3) shifts per year of sick leave to other members, if the person that is off because of illness or accident has exhausted other avenues of leave, and the illness or accident is of a major medical reason.

Article XI. UNION BUSINESS

Section 1. Upon giving five (5) days written notice, acknowledge by the Fire Chief, representatives of the Union shall be granted up to a combined total of one hundred twenty (120) hours per year off with pay to conduct bona fide Union business. Chief of the Fire Department may waive five (5) days written notice at his discretion.

Section 2. Time off shall be limited for use of not more than three (3) Union officers and/or three (3) elected negotiators, with the limitation of no more than one (1) member off on duty shift at one time on Union business.

Section 3. Time off under this Article shall be deducted on an hour for hour basis. Upon completion of Union business, employees shall return to work.

City shall maintain accounting of time used with verification made by the president of the Union.

Section 4. Meetings held for the purpose of contract negotiations or grievance settlement shall be scheduled at times mutually agreed to by both parties so that the representative will not lose pay.

Article XII. DUES AND CHECK OFF

Section 1. Upon written notice from the Secretary-Treasurer of Local 2990 certifying and providing written authorization from the Employee agreeing to deduct regular, monthly union dues from the earned wages of those Employees represented by the Bargaining Agent to continue until notice by the Bargaining Agent that the Employee is no longer a member of the Union. If that occurs, the City will cease Dues Check Off within thirty- (30) days of notice to the City of Glenpool.

Section 2. The deduction shall be made in accordance with the City of Glenpool pay plan in an amount certified to be correct by the Treasurer of the Union.

Changes in the amount of dues will be certified in the same manner and shall be done at least thirty- (30) days in advance of the effective date of such change.

Section 3. All eligible members of the bargaining unit desiring dues deduction shall individually sign an authorization for provided by the Union. Authorization may be withdrawn by the employee by providing written notice to the City at least thirty- (30) days prior to the effective date of withdrawal. Unless removed by the employee, the authorization will remain in effect until the expiration date of the contract and will be automatically renewable with the adoption of each new contract.

Section 4. The City will deduct only union dues from the employee's paycheck and will not deduct initiation fees, special assessments, fines or other union fees. No deductions will be made when the salary to be paid an employee is not sufficient to cover the amount to be deducted.

Section 5. The total amount deducted shall be remitted to the Treasurer of the Union less an administrative fee of twenty-five dollars (\$25.00) per month to be retained

by the City of Glenpool. A check for the proper amount will be mailed to the Union treasurer within fifteen (15) calendar days after the deduction is made by the City. The City will provide the Union Treasurer with a monthly report showing the employee's name and amount deducted. All deductions refundable at the time of termination or resignation will be refunded by the Union.

Section 6. The City shall pay dues to NFPA for one member per shift who is a Certified Fire Inspector I.

Article XIII. CALL BACK AND HOLDOVER

Section 1. Any member of the bargaining unit required to holdover past his normal shift shall be compensated at one and one-half (1 1/2) times his hourly rate, provided that compensation will not start until thirty (30) minutes has elapsed, and the employee is required to holdover in excess of thirty (30) minutes. Compensation shall be compensated retroactive.

Section 2. Call back shall be all hours an employee is required by the City to return to the City's premises in response to a general alarm or emergency situation.

Section 3. Holdover or call back shall be compensated, at the employee's option, at either the rate of time and one-half pay or time off. Scheduling of compensatory time off shall be at the mutual conveniences of the employee and the Fire Chief or his designee. An employee shall receive a minimum of two (2) hours pay for any call back.

Article XIV. CLOTHING ALLOWANCE

Section 1. All members of the Bargaining Unit shall receive thirty-five dollars (\$35.00) per month cleaning allowance from the City.

Section 2. All members of the bargaining unit shall receive Five Hundred Dollars (\$500.00), to be used to buy uniforms and One Hundred Twenty-Five Dollars (\$125.00) boot allowance following the first City Council meeting of July.

Section 3. All members of the bargaining unit shall receive five (5) fire department issued T-shirts annually.

Section 4. In the event a member of the bargaining unit shall be off work for any reason, for a period of more than four (4) weeks, he shall not receive cleaning allowance until his return to his normal working schedule.

Section 5. All new employees will be furnished with a "first issue uniform purchase." This will consist of the following equipment: a rechargeable flashlight, 1 coat badge; 1 shirt badge; 2 sets collar brass; 1 coat; 2 uniform trousers; 2 uniform shirts; 5 department T-shirts; 1 pair uniform shoes and 1 belt.

Article XV. MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. The Local recognizes the prerogative of the City to operate and manage its affairs in all respects and in accordance with its responsibilities and the power of authority which the City has not officially abridged, delegated, granted or modified by this Agreement are retained by the City, and all rights, powers and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively without limitation within the rights of the City.

Section 2. Except as may be limited herein, the City retains its rights in accordance with the laws of the State of Oklahoma and the responsibilities and duties of the City of Glenpool as set forth within the ordinances and resolutions promulgated.

Article XVI. PREVAILING RIGHTS

Section 1. All rules, regulations, fiscal procedures, working conditions, departmental practices with manner of conducting the operation and administration of fire departments currently in effect on the effective date of any negotiated agreement shall be deemed a part of said Agreement unless and except as modified or changed by the specific terms of such agreement.

Article XVII. PROHIBITION OF STRIKES

Section 1. During the term of this Agreement, the Union agrees to a prohibition of any job action, i.e., strikes, work slowdowns, mass absenteeism, or being a party to such activities. The Union shall not be in breach of Agreement where the acts and actions enumerated above are not caused or authorized by the Union.

Section 2. Upon notification, confirmed in writing, by the City to the Union that certain of its members are engaged in a job action, the Union shall immediately, in writing, order such members to cease the job action and return to work at once and provide the City with a copy of such an order. Additionally, a responsible officer of the Union shall publicly order all employees participating in a job action to cease such action.

Section 3. Nothing contained in this Article shall be construed to limit, impair, or affect the right of the Union or any other member of the bargaining unit to expression or communication of a view, grievance or complaint or opinion, or any matter related to conditions or compensation of employment or their betterment, so long as the same does not interfere with the full, faithful and proper performance of duties of employment.

Article XVIII. PERSONNEL FILES

Section 1. It is agreed that all materials concerning investigations, complaints, reprimands, counseling sessions for violations of any rules, regulations or policies that might be considered detrimental to the employee's position advancement or future with the Department, that are to be placed in the employee's personnel file, that the City

shall notify said employee of such action and the employee shall be given the proper opportunity to appeal such action before it becomes a part of his personnel file.

Section 2. A firefighter shall be allowed to review his personnel file under supervision at any reasonable time upon written request to the Fire Chief.

Section 3. It is agreed that all employees shall be evaluated on an annual basis. Supervisory personnel within the department (captains) shall be evaluated by their immediate supervisor, the Fire Chief. All other personnel (firefighters) shall be evaluated by their immediate supervisor and the Fire Chief acting together. In the event of disagreement the evaluation of the Fire Chief shall control.

Article XIX. SENIORITY

Section 1. Seniority will be a factor to be considered in determining the priority of each member as to the time when compensatory, vacation and holiday time off is granted.

Section 2. Seniority shall be lost upon the occurrence of any of the following:

- A. Discharge, if not reversed;
- B. Resignation;
- C. Unexcused failure to return to work upon the expiration of the formal leave of absence;
- D. Retirement.

Section 3. Promotions shall be subject to evaluation and examination of job performance and ability. Seniority will be considered, but will not be the determining factor.

Section 4. In order to be eligible for promotion an employee must have served at least two (2) years in the rank immediately below the one being tested for. If there is no one with two (2) years, it will drop to one (1) year. When a vacancy occurs, a notice shall be posted within ten (10) business days, according to the minimum manning provision in the Fire Station announcing positions to be tested for. The notice shall be posted at least thirty (30) days prior to the test. Eligible employees who wish to take the examination shall file, in writing, with the Fire Chief, no less than fifteen (15) days after the notice has been posted. Such notice shall be dated and marked with the time of posting with one (1) copy going to the employees, one (1) to the Union and one (1) retained by the Fire Chief. Written examinations shall be conducted at one (1) location with all applicants testing at the same time.

The testing procedures shall be so constructed that all applicants' examinations shall be graded upon completion of examination and in his or her presence. A reasonable time limit shall be placed on the examination period. Each employee shall receive one (1) point for each year of service on the Glenpool Fire Department with total seniority points not to exceed ten (10). The employee's examination score shall be combined with seniority points to determine employee's total test score. Each promotional list shall be

active and valid for a period of one (1) year or until exhausted. When testing for the position of driver, a practical driving and pump operations skills test may be included in the promotion system. In the event of a tie on total score the tiebreakers shall be as follows:

1. Total seniority with department;
2. Total seniority in grade;
3. Written exam score. The Union will assist writing any tests and a study guide will be provided.

Section 5. In the event of layoff, such layoff shall begin with the least senior party in the department being laid off first. Departmental seniority shall govern in the event of layoff. Return to work or call back following layoff shall be in reverse order of seniority with the most senior employee being called back first.

Article XX. SUCCESSORS AND ASSIGNS

Section 1. This Agreement shall be binding upon the successors and assigns of the parties hereto during the term of this Agreement; and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto, or by any change geographically of place of business of either party hereto.

Article XXI. REGULAR AND SPECIAL MEETINGS

Section 1. The Union will be permitted to hold regular and special meetings on City's premises, with the understanding that permission, time and location of such meetings must be approved by the Fire Chief or his designee prior to said meeting.

Section 2. It is understood that the Union and City will cooperate regarding these arrangements, and excessive requests will not be made by the Union; and permission to hold meetings shall not be denied by the City, so long as the meetings do not impede or interfere with the normal operations of the Fire Department.

Article XXII. SAVINGS CLAUSE

Section 1. If any provisions of this Agreement, or the application thereof to any person or circumstance, is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are several.

Section 2. It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contract period and it cannot be altered in any manner, save by the complete written concurrence of the parties subscribing hereto.

Section 3. Any Indices to this Agreement shall be numbered, dated and signed by the City and the Union, and City shall be subject to the provisions to this Agreement unless the terms of said appendices specifically delete or change a provision of this Agreement, and all appendices shall become a part of this Agreement as if specifically set forth herein.

Section 4. It is understood that all time limits found in this Agreement may be extended by mutual concurrence.

Article XXIII. MILITARY LEAVE

Section 1. Employees who voluntarily or involuntarily take a leave of absence to perform military obligations are guaranteed certain reemployment rights and other job protections under the Uniformed Services Employment and Reemployment Rights Act (USERRA). Military leave for active duty shall be governed by the following provisions:

- A. Any Employee who enters the Uniformed Services (military) directly from City employment shall be placed on military leave. The Employee shall present a copy of his orders to report for duty to his department head, and these orders shall be forwarded to the Human Resources Department.
- B. An Employee who is a member of the reserve component of any branch of the Uniformed Services and who is ordered to active duty is entitled to a leave of absence without loss of pay during the first thirty (30) calendar days of such leave.
- C. An Employee entering or absent due to military service shall, at the employees option, be paid for part or all accrued vacation and compensatory time for which he is eligible at the time he enters the service.
- D. An Employee returning from military leave shall request reinstatement to his former position or to any other position in the same classification. After his separation from the Uniformed Services, the employee shall notify the City of his intention to return to work within USERRA specified time periods depending on the length of military service. An Employee who remains on military leave for a period of more than five (5) years shall normally be considered resigned.
- E. The Employee returning from the Uniformed Services with a dishonorable or bad conduct discharge will not be eligible for reinstatement.
- F. An Employee returning from military leave shall be restored to his former classification, if still qualified to perform the duties of the classification, at the step in the pay range that he would have occupied had he not left for military service and with full seniority. If not qualified to perform the duties of his former classification by reason of disability, he shall be restored to a position of like seniority, status and pay or the nearest approximation thereof for which qualified and able to perform the duties required of the position.

- G. Annual leave, sick leave, and longevity pay rights do not accrue while an Employee is on military leave, but time spent on military leave shall be computed in determining eligibility for these purposes.

Section 2. Military leave for reserve training or weekend drills shall be governed by the following provisions:

- A. Within a Federal fiscal year (July 1 through June 30), a five (5) day work period Employee may be granted no more than twenty (20) working days paid leave, travel time inclusive; and a fourteen (14) day work period Employee may be granted no more than eight and one-half (8.5) working shifts paid leave, travel time inclusive, for the purpose of attending an annual military training encampment of a reserve unit or any component of the Uniformed Services or associated weekend drills (based on appropriate documentation).
- B. In the event the time of such training is optional, the time shall be designated at the discretion of the appointing authority.
- C. The Employee shall present his department head a copy of his orders to report for reserve training prior to departure on leave.
- D. An Employee who makes annual tours of duty in connection with military reserve activities shall be paid by City the normal pay for the period in which the Employee is on authorized military leave and travel time. Normal City pay shall be defined as all compensation that the Employee would have received from City for that period exclusive of any payment for overtime.

Section 3. Employees shall be granted time off with pay, not to exceed one (1) day plus travel, for physical examination prior to being drafted into active military service, or for veteran's reevaluation physical exams.

APPENDIX A

2012-2013 Wage Schedule					
Firefighter		Driver			
	Firefighter	Corporal	Driver	Lieutenant	Captain
A	\$12.28	\$12.47	\$13.89	\$14.09	\$15.93
B	\$12.62	\$12.79	\$14.27	\$14.48	\$16.37
C	\$12.93	\$13.10	\$14.66	\$14.88	\$16.82
D	\$13.14	\$13.33	\$15.06	\$15.29	\$17.28
E	\$13.49	\$13.69	\$15.48	\$15.71	\$17.74

2013-2014 Wage Schedule					
Firefighter		Driver			
	Firefighter	Corporal	Driver	Lieutenant	Captain
A	\$12.77	\$12.97	\$14.45	\$14.66	\$16.57
B	\$13.12	\$13.30	\$14.84	\$15.06	\$17.02
C	\$13.44	\$13.63	\$15.25	\$15.48	\$17.49
D	\$13.66	\$13.87	\$15.66	\$15.90	\$17.98
E	\$14.03	\$14.23	\$16.09	\$16.34	\$18.45

2014-2015 Wage Schedule					
Firefighter		Driver			
	Firefighter	Corporal	Driver	Lieutenant	Captain
A	\$13.28	\$13.49	\$15.03	\$15.24	\$17.23
B	\$13.64	\$13.84	\$15.43	\$15.66	\$17.71
C	\$13.98	\$14.17	\$15.86	\$16.10	\$18.19
D	\$14.21	\$14.42	\$16.29	\$16.54	\$18.70
E	\$14.59	\$14.80	\$16.74	\$17.00	\$19.19

2015-2016 Wage Schedule					
Firefighter		Driver			
	Firefighter	Corporal	Driver	Lieutenant	Captain
A	\$13.82	\$14.03	\$15.63	\$15.85	\$17.92
B	\$14.19	\$14.39	\$16.05	\$16.28	\$18.41
C	\$14.54	\$14.74	\$16.50	\$16.74	\$18.92
D	\$14.78	\$15.00	\$16.94	\$17.20	\$19.44
E	\$15.17	\$15.40	\$17.41	\$17.68	\$19.96

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day
of _____, 2012.

THE CITY OF GLENPOOL, OKLAHOMA
A Municipal Corporation.

By: _____
Mayor

ATTEST:

City Clerk

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 2990

By: _____
President

ATTEST:

Secretary

APPROVED AS TO FORM:

City Attorney

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: RICK MALONE, CITY PLANNER

RE: ORDINANCE NO. 695
ANNEXATION OF 80 ACRES LOCATED AT THE NE/CORNER OF 171ST & U.S
75 HIGHWAY.

DATE: APRIL 6th, 2015

BACKGROUND:

This is a request from the property owner to annex approximately 80 acres located at the Northeast corner of 171st Street and US 75 Highway. The property is abutting the City of Glenpool's city limits on its north and west boundary also abutted by City of Glenpool water service and sewer service on its west boundary and the applicant has a development plan for the site.

ZONING:

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

The applicant has submitted a rezoning request (GZ-246) to change the zoning from AG (Agriculture) to CG (Commercial General) zoning, which is scheduled to be heard by the Planning Commission later this month and by the City Council the first of next month. The applicant has also filed a Board of Adjustment application (BOA#436) asking for a Special Exception to allow Use Unit #22 Warehouse and Wholesaling in a CG zoned district (Trucking Establishment)

STAFF RECOMMENDATION:

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

Attachments:

- Request for Annexation Letter Application
- Location Map
- Development Plan
- Ordinance No.695

**CITY OF GLENPOOL
REQUEST FOR ANNEXATION**

Prior to any request for annexation being processed by the City of Glenpool, an individual seeking annexation shall submit the following items:

- a. Annexation Application Form, which must be complete and signed
- b. Three (3) copies of an exhibit (11" x 17"), and one PDF copy of the property including a legal description.

Date: 3/16/15

Parcel # 97226722632010 Size: 80 acres Zoning: AG

Parcel # _____ Size: _____ Zoning: _____

Applicant: Rex Robertson (214) 850-8838
(Name) (Phone Number)

16400 North Dallas Parkway Ste 140 Dallas, Tx 75248-1389
(Address)

Property Owner: South 75 Business Park LLC (214) 850-8838
(Name) (Phone Number)

16400 North Dallas Parkway Ste 140 Dallas, Tx 75248-1389
(Address)

Property Address: None

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, according to the U.S. Government Survey thereof.

I, Rex F. Robertson, hereby request the annexation of described property into the City of Glenpool.

Rex F. Robertson
(Print Full Legal Name) (Full Legal Signature)

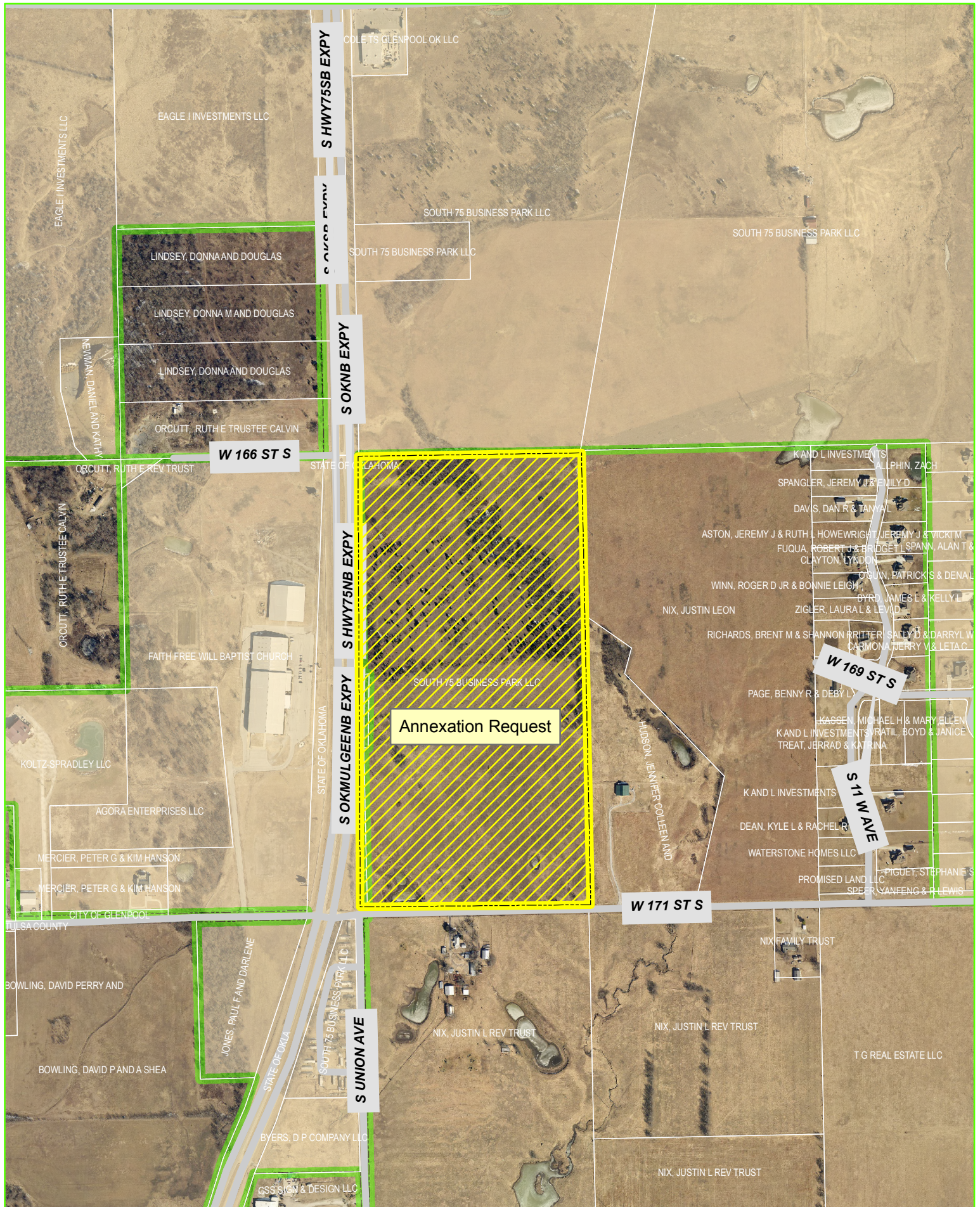
For Staff use only:

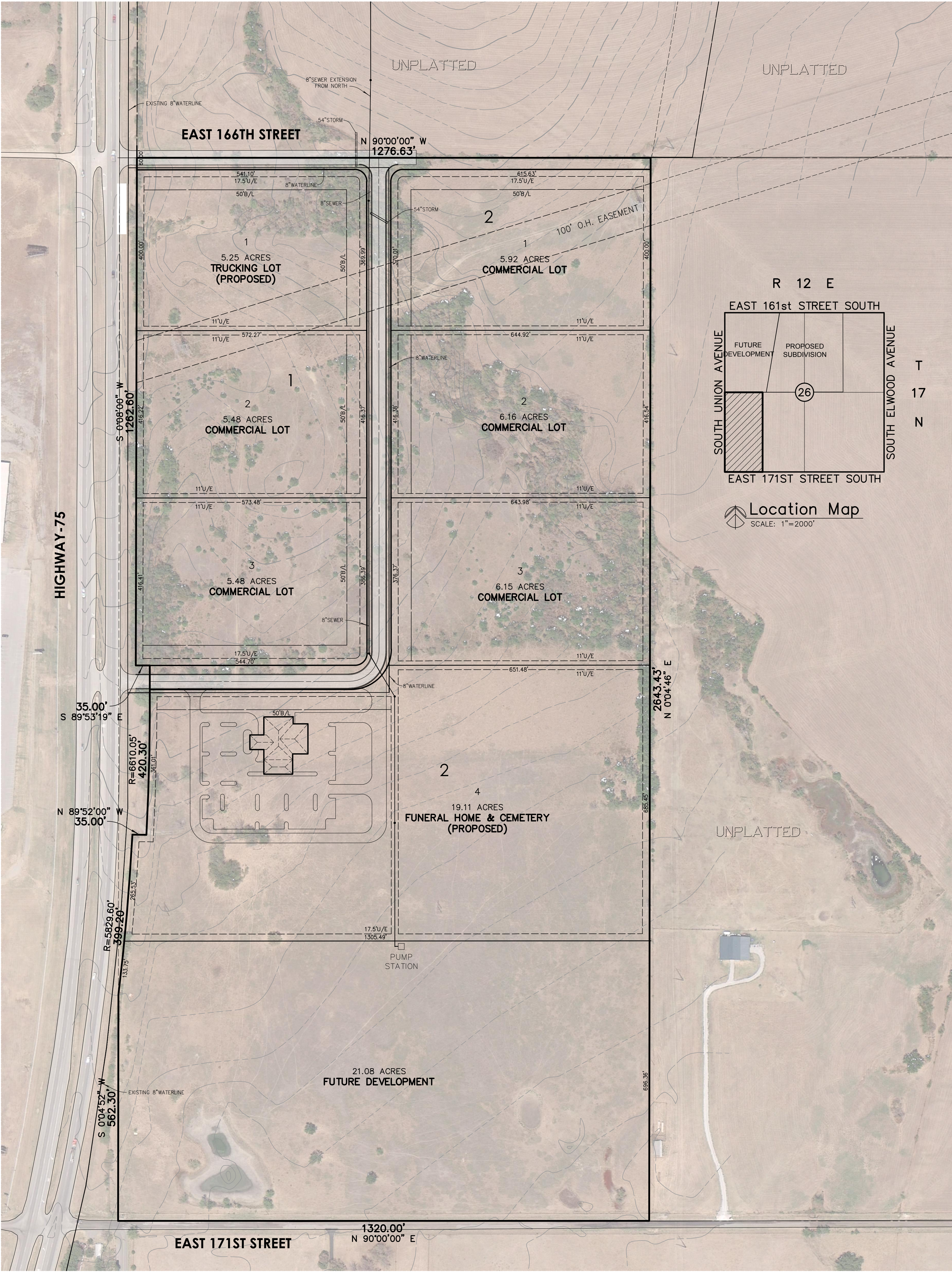
Received by: Rick Malone Date: 3/16/15

City Council Meeting Date: 4/6/15 Action taken: _____

Ordinance #: 695 Ordinance mailed: _____

Notifications of annexation: _____

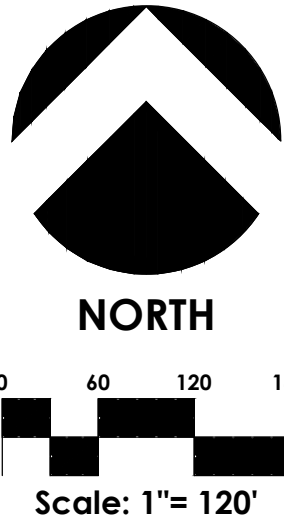
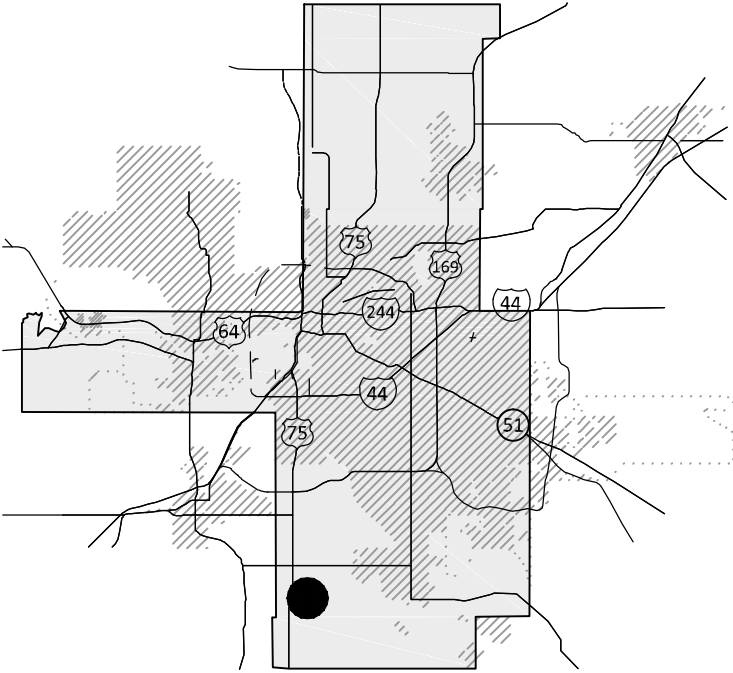




166th Street Business Park

Phase I & Stonebridge Cemetery

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



Tanner Consulting, LLC
Tulsa, Oklahoma

ORDINANCE NO. 695

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

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

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

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

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

A tract of land located in 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.

SEE EXHIBIT "A"

PASSED AND APPROVED by the City Council of the City of Glenpool this 6th day of April 2015.

Momodou Ceesay, Mayor

Attest:

Susan White, City Clerk

Approved as to Form:

Lowell Peterson, City Attorney

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

PASSED and the Emergency Clause ruled upon separately and approved this 6th day of April, 2015.

Momodou Ceesay, Mayor

Attest:

Susan White, City Clerk

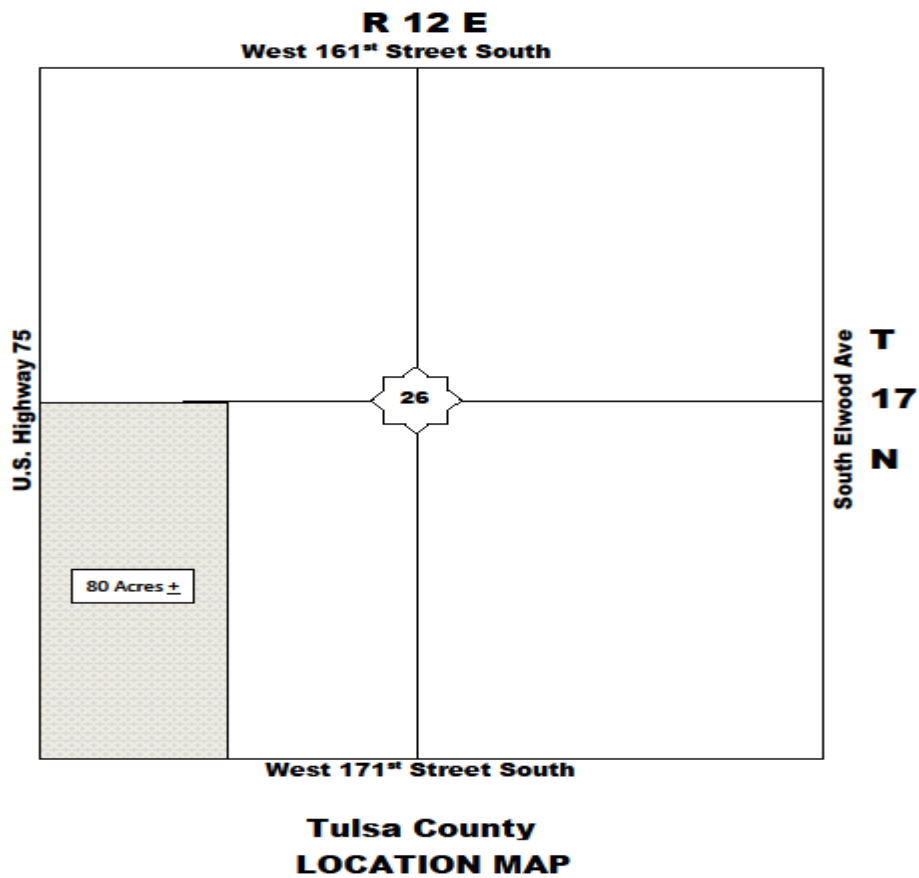
Approved as to Form:

Lowell Peterson, City Attorney

ORDINANCE 695

EXHIBIT "A"

A tract of land located in 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.



MEMORANDUM

TO: GLENPOOL CITY COUNCIL
FROM: RICK MALONE, CITY PLANNER
RE: REVISION OF SECTION 11-12-21 OF THE GLENPOOL ZONING CODE, USE
UNIT #21, SIGNS.
DATE: APRIL 6th, 2015

Background:

- During the March 9th, 2015 meeting of the Glenpool Planning Commission several people presented the need for additional promotional signage on various uses and after discussion, the Planning Commission was supportive of revising the Zoning Code in order to permit additional signage.
- During the March 16th, 2015 meeting of the Glenpool City Council, the Council heard essentially the same presentation as the Planning Commission from several members of the public and staff recommending a revision of the zoning code and was supportive as well. The Mayor asked for two volunteers from the Council to serve on a sign committee to review the zoning code and that committee consisted of Alyce Korb, Vice Mayor, and Jennifer Ballew, council member.
- The sign committee met on Monday March 23, 2015 to review the sign code with the City Attorney, Lowell Peterson, City Manager, Roger Kolman and Rick Malone, City Planner. City staff and the committee have worked very hard to address the issues discussed during all the previous meetings in order to revise section 11-12-21 of the zoning code, Use Unit #21, Signs.
- During the Special Meeting of the Glenpool Planning Commission on March 30th, 2015, the Planning Commission, after much discussion and public input, recommended to the City Council approval of this revision.
- The revision is presented to the Council tonight for its review, consideration of the recommendation of the Planning Commission and possible action to adopt the amending ordinance.

Staff Recommendation:

The city staff has worked on this ordinance with input from the appointed sign committee, the public, and the Planning Commission and hereby recommends approval of this revision of section 11-12-21 of the Glenpool Zoning Code, Use Unit #21, Signs.

Also, the staff recommends separate approval of the emergency clause.

Attachments:

| Ordinance #696

11-12-21: USE UNIT 21, SIGNS:**C. Definitions:**

SIGN: Any fabricated display structure, including its support, consisting of any letter, figure, character, mark, poster pointer, marquee advertising, design, picture, stripe, trademark, reading matter, or illuminating device constructed, attached, erected, fastened or manufactured in any manner whatsoever so that the same shall be used for the attraction of the public to any business, commodity, service, industry, product, recreational or cultural activity, profession, performance or similar related concept or endeavor, whether for profit or not for profit, that is sold, offered or conducted for public use or consumption, place, subject, person, firm, corporation, public performance, article, machine or merchandise and displayed in any manner for recognized advertising or publicity purposes.

SIGN, BANNER: A flexible substrate, sign, consisting of fabric, plastic, paper or other light pliable material on which copy or graphics may be displayed or overlaid, provided that a banner must be a commercially made, and not a home-made, sign. A banner is one type of temporary sign. This can include pennants, panels or other similar signs.

Sign, Flashing. Any sign that incorporates in any manner apparent movement achieved by electrical pulsation, the use of intermittent lighting or by other means such as sequential light phasing.

SIGN, GROUND: A sign that is attached to or is a part of a self-supporting structure, other than a building or portion of a building.

Sign, Illuminated. Any sign that is designed to give forth any artificial light or to reflect such light deriving from another source.

SIGN, OFF-SITE: A sign displaying information, or advertising or otherwise directing public attention to a business, commodity, service, industry, product, recreational or cultural activity, profession, performance or similar related concept or endeavor conducted for public use or consumption, whether for profit or not for profit, that is not located on, or sold, offered or performed conducted on, the premises where the sign is erected and/or displayed. Premises on which an off-site sign may be permitted include only city of Glenpool rights of way and private property that is not owned or otherwise occupied or currently utilized by the person, business entity or profession conducting such business, commodity, service, industry, product, recreational or cultural activity, profession or similar related concept or endeavor; provided, that, in either case, consent of the city of Glenpool or the underlying private property owner, respectively, is obtained.

SIGN, ON-SITE: A sign displaying information, or advertising or otherwise directing public attention to a business, commodity, service, industry, product, recreational or cultural activity, profession, performance or similar related concept or endeavor conducted for public use or consumption, whether for profit or not for profit, that is located on, or sold, offered or performed conducted on, the premises where the sign is erected and/or displayed and pertaining only to such business, commodity, service, industry, product, recreational or cultural activity, profession or similar related concept or endeavor located on, or offered or performed on, such premises, whether the sign is erected and/or displayed by the owner, or a tenant, or agent, invitee or permittee of the owner of such premises.

SIGN, OUTDOOR ADVERTISING: A sign that directs attention to a business, commodity, service, industry, product, recreational or cultural activity, profession, or performance, or similar related concepts or activities endeavor conducted for public use or consumption, whether for profit or not for profit, that is sold, offered or conducted elsewhere than either on or off the premises where the sign is erected or displayed and only incidentally on the premises, if at all.

SIGN, PROMOTIONAL: A temporary on-site or off-site outdoor advertising sign that may be a banner sign or a feather sign, or other sign approved in accordance with subsection P. of this section, provided that no promotional sign may be a snipe sign, and may be a ground sign or may be

attached to a permanent structure, that is in all respects regulated by subsection P. of this section notwithstanding any provisions, limitations, conditions or prohibitions with respect to signage otherwise applicable in any district in the city or set forth in any other subsection of this section.

SIGN, SNIPE: A temporary sign that is made of any material, attached to a utility pole, tree, fencepost, stake, stick, mailbox or any similar object, whether in a public right of way or not.

SIGN, TEMPORARY: Any sign that is intended to be used, affixed to a structure or to a building or building surface or installed in the ground for only a limited and designated maximum period of time, including signs that are designed to be mobile and moved from one location to another. Portable signs are ~~considered~~ temporary signs. Promotional signs are temporary signs. The permissible time for display of temporary signs will be limited by the intended use and as expressly set forth in this section.

E. Location Requirements:

1. Except as otherwise expressly set forth in subsections N.5., O. and P. of this section pertaining, respectively, to the installation of bench signs, temporary election/political campaign signs and temporary promotional signs, and except for authorized traffic signals, hazard signs, or similar devices, no privately owned sign or portion of a privately owned sign or any of its supporting structure may be located on or within, extend into, encroach upon, or overhang any publicly owned property, or any public street or alley right of way (such as a street, sidewalk, or waterway) or within the right of way of any street or area designated in the "Glenpool Master Street And Highway Plan" as a future street in any district of the city at any time. (See Glenpool comprehensive plan for copy of the master street and highway plan).~~Except as otherwise expressly set forth in subsections N5 and O of this section, pertaining respectively to the installation of bench signs and temporary election/political campaign signs, and except for authorized traffic signals, hazard signs, or similar devices, no sign or portion thereof shall be permitted within any public street or alley right of way or within the right of way of any street or area designated in the "Glenpool Master Street And Highway Plan" as a future street under any circumstances. (See Glenpool comprehensive plan for copy of the master street and highway plan). (Ord. 665, 9-17-2012; amd. 2013 Code)~~
5. Except as otherwise expressly set forth in subsection P. of this section pertaining to temporary promotional signs, and subject to review and approval by the city planner as set forth therein, ~~No~~ business or outdoor advertising sign, including wall signs, shall be located within one hundred fifty feet (150') of a residential district, if visible from such district. The one hundred fifty feet (150') shall be measured in a straight line from the nearest point on a sign structure to the nearest point on the property of the residential district.
7. Except as otherwise expressly set forth in subsection P. of this section pertaining to temporary promotional signs, and subject to review and approval by the city planner as set forth therein, ~~No~~ business or outdoor advertising sign shall be located within one hundred fifty feet (150') of a public park. The one hundred fifty feet (150') shall be measured in a straight line from the nearest point on a sign structure to the nearest point on the property of the park.
9. Except as otherwise expressly set forth in subsection P. of this section pertaining to temporary promotional signs, and subject to review and approval by the city planner as set forth therein, ~~A~~ny ~~on-premises~~on-site ground sign shall maintain a minimum separation of fifty feet (50') from any other ground sign on the same frontage.
12. Except as otherwise expressly set forth in subsection P. of this section pertaining to temporary promotional signs, and subject to review and approval by the city planner as set forth therein, Any ~~off-premises~~off-site ground sign shall maintain a separation of five hundred feet (500') from any ~~on-premises~~on-site ground sign on the same frontage; provided, that the ~~on-premises~~on-site ground sign was located first; however, if the ~~off-premises~~off-site sign is present prior to the

request for an ~~on-premises~~on-site sign, the separation between the existing ~~off-premises~~off-site sign and the proposed ~~on-premises~~on-site sign must be a minimum of fifty feet (50').

F. General Use Conditions:

4. ~~Except as otherwise expressly set forth in subsection P. of this section pertaining to temporary promotional signs, and subject to review and approval by the city planner as set forth therein,~~ Balloons or other inflatable devices used for the purpose of advertising or directing attention to ~~the any~~ location ~~from to~~ which ~~the such~~ devices ~~is are~~ attached ~~or to which public attention is directed~~ are prohibited in any zoning district.

G. Prohibited Signs: The following signs are expressly prohibited in all districts within the city:

4. ~~Except as otherwise expressly set forth in subsections N.5., O. and P. of this section pertaining, respectively, to the installation of bench signs, temporary election/political campaign signs and temporary promotional signs, and except for authorized traffic signals, hazard signs, or similar devices, no privately owned sign or portion of a privately owned sign or any of its supporting structure may be located on or within, extend into, encroach upon, or overhang any publicly owned property, or any public street or alley right of way (such as a street, sidewalk, or waterway) or within the right of way of any street or area designated in the "Glenpool Master Street And Highway Plan" as a future street in any district of the city at any time. (See Glenpool comprehensive plan for copy of the master street and highway plan). Nor shall any sign, except as set forth in subsections N.5., O. and P. of this section, be painted, pasted, posted, printed or nailed to or on any curb, sidewalk, tree, light standard, utility pole, hydrant or bridge, or in any manner displayed within the public property or public right-of-way lines of any street, avenue or alley except officially designated street numbers, legal notices, identification, informational or directional signs erected by a government agency and in compliance with such agency's regulations.~~~~Except as otherwise expressly set forth in subsections N5 and O of this section pertaining, respectively, to the installation of bench signs and temporary election/political campaign signs, no portion of a privately owned sign or its supporting structure may be located on, extend into, encroach upon, or overhang publicly owned property, or a public right of way (such as a street, sidewalk, or waterway).~~
8. No sign shall be attached to ~~or otherwise interfere with~~ any fence, utility pole, light standard, street sign pole, tree, or utility box or any other public facility located within the public right of way ~~unless otherwise approved by the city council by the issuance of a special use permit.~~
9. ~~No sign shall be constructed so as to obstruct any fire escape, required exit, window, or door opening intended as a means of ingress or egress, nor shall any sign be placed in such a manner as to interfere with any opening required for ventilation, whether on public or private property.~~
10. ~~No sign shall be constructed or displayed that is deemed to be hazardous, a danger, a traffic hazard, causes a potential impediment to rescue personnel in the event of an emergency or which constitutes a public nuisance. No sign shall be erected or constructed in any district within the city that states, "stop," "go," "slow", "danger" or any other similar term in a manner that could reasonably be confused with traffic signs. Furthermore, no sign shall be erected or constructed in any district which would tend to be confused with or obstruct sight of traffic signs or traffic signals by motorists or pedestrians, or which would otherwise constitute a hazard to the safe and efficient operation of vehicles, or would create a condition which might endanger the safety of any person.~~

K. AG District Use Conditions:

1. Principal Use Signs: Signs as principal uses are subject to the following conditions:
 - a. ~~Off-premises~~Off-site and outdoor advertising on a lot abutting designated state ~~and/or~~ federal highways must conform to all applicable state and federal regulations;
 - b. The maximum display surface area for ground signs and outdoor advertising on a lot abutting U.S. Highway 75, State Highway 117, State Highway 67, or frontage roads thereof shall be limited to an aggregate of one and one-half (1.5) square feet of display area per each linear foot of street frontage; provided, that no single sign shall exceed three hundred (300) square feet;
 - c. The maximum display surface area of ground signs and outdoor advertising on a lot not abutting U.S. Highway 75, State Highway 117, State Highway 67, or a frontage road thereof, shall be limited to one square foot of display area per linear foot of street frontage; provided, that no single sign shall exceed one hundred sixty (160) square feet; and
 - d. A ground sign shall not exceed thirty feet (30') in height, measured from the mean curb level of the lot upon which it is erected, unless in addition to the minimum setback prescribed in subsection E1 of this section, the sign is set back one foot (1') for each one foot (1') of height exceeding thirty feet (30'), provided the sign shall not exceed fifty feet (50') in height regardless of the setback. Further provided, that on a lot abutting U.S. Highway 75, or a frontage road thereof, a sign may not exceed fifty feet (50') in height regardless of the setback from the right of way. On a lot abutting State Highway 117 or State Highway 67, or a frontage road thereof, a sign may not exceed thirty feet (30') in height regardless of setback.
2. Accessory Use Signs: Signs as accessory uses are subject to the following conditions:
 - i. On-site and off-site temporary promotional signs may be permitted in agricultural districts subject to the provisions of subsection P. of this section, provided that a sign permit is obtained subject to review and approval by the city planner as set forth therein.

L. Residential District Use Conditions:

1. Principal Use Signs: Signs as principal uses are not allowed in residential districts.
2. Accessory Use Signs: Signs as accessory uses are subject to the following conditions:
 - i. On-site and off-site temporary promotional signs may be permitted in residential districts subject to the provisions of subsection P. of this section, provided that a sign permit is obtained subject to review and approval by the city planner as set forth therein.

M. Office District Use Conditions:

1. Principal Use Signs: Signs as principal uses are not allowed in office districts.
2. Accessory Use Signs: Signs as accessory uses are subject to the following conditions:
 - f. On-site and off-site temporary promotional signs may be permitted in office districts subject to the provisions of subsection P. of this section, provided that a sign permit is obtained subject to review and approval by the city planner as set forth therein.

N. Commercial And Industrial District Use Conditions:

1. Height Requirements: A ground sign shall not exceed thirty feet (30') in height, measured from the mean curb level of the lot or tract upon which it is erected, unless, in addition to the minimum intersection setback prescribed in subsection E2 of this section, the sign is set back one

foot (1') for each foot of sign height exceeding thirty feet (30'); provided, that on a lot or tract abutting U.S. Highway 75 or a frontage road thereof, a sign may be fifty feet (50') in height regardless of the setback from the right of way. However, no sign shall exceed fifty feet (50') in height regardless of setback.

2. Display Surface Area Requirements:

- a. The maximum display surface area of ground signs in a commercial or industrial lot abutting U.S. Highway 75, State Highway 117, State Highway 67, or a frontage road on either thereof, shall be limited to an aggregate of one and one-half (1.5) square feet of display area per each linear foot of street frontage; provided, that no single sign shall exceed three hundred (300) square feet of display area.
- b. The maximum display surface area of ground signs in a commercial or industrial district not abutting U.S. Highway 75, State Highway 117, State Highway 67, or a frontage road on either thereof shall be limited to an aggregate of one square foot of display area per each linear foot of street frontage; provided, that no single sign shall exceed one hundred eighty (180) square feet.

3. On-site and off-site temporary promotional signs may be permitted in commercial and industrial districts subject to the provisions of subsection P. of this section, provided that a sign permit is obtained subject to review and approval by the city planner as set forth therein.~~On-site Temporary Promotional Signs:-~~

- ~~a. Temporary promotional signs shall be allowed by permit only. Permits for such business signs as banners, advertising flags, or tinsel shall be limited to no more than six (6) per year for each business location. Each permit shall authorize the use of the sign for a period of thirty (30) days. A fee is required.~~
- ~~b. A temporary promotional sign may not exceed thirty two (32) square feet of surface area nor four feet (4') in height.~~
- ~~c. No more than one temporary promotional sign per street frontage may be displayed at any one time on any single property, and such signs shall be located upon the property of the business, product, service or activity it is advertising.~~

P. Temporary Promotional Signs:

1. Temporary promotional signs shall be permitted, in any district in the city, only as provided in this subsection.
2. A site plan must be submitted with the sign permit application showing the proposed number, construction material, surface and structural dimensions, color, type of illumination, if any, and proof of ownership or written permission of the owner of any lot upon which a proposed sign is to be constructed or installed. A map showing the proposed location of each proposed promotional sign, and the orientation of all proposed promotional signs, including the spacing from other structures on the same lot as the proposed promotional sign and on the nearest adjacent lot must be submitted with the sign permit application.
3. A permit fee of \$50.00 shall be required for all promotional sign applications if the sign(s) permitted thereby is/are to be displayed for up to 30 days; a permit fee of \$100.00 shall be required for all promotional sign applications if the sign(s) permitted thereby is/are to be displayed for up to 60 days; and a permit fee of \$150.00 shall be required for all promotional sign applications if the sign(s) permitted thereby is/are to be displayed for up to 90 days.
4. The sign permit application, including site plan, will be submitted to the department of community development for review and approval, denial or modification by the city planner. The city planner will consult with the applicant and other appropriate city officers as he deems helpful

or necessary during the review process. The city planner shall render his decision on the promotional sign application by no later than one full week (seven days) after its submission. An applicant whose site permit application is denied or modified has the option of appealing the decision of the city planner to the board of adjustment within 15 days or by no later than five days before the date of the next regularly scheduled board of adjustment meeting, whichever is later. Except as otherwise provided by law for appeals to the Tulsa County district court, the decision of the board of adjustment shall be final.

5. The term (number of days) of permissible display of any promotional sign shall be determined by the city planner as part of the application review process. Factors to be considered shall include:
 - a. A reasonable or necessary time period during which the sign may be displayed prior to the event which it advertises;
 - b. The duration of the event which it advertises;
 - c. The nature of the event which it advertises, such as without limitation whether it is a commercial or charitable event.
 - d. Maximum number of days after the event by which the permittee shall have all promotional signs removed and properly disposed. (In no case shall this be longer than 72 hours/three days).
 - e. In no case shall any promotional sign permit be valid for more than a maximum of 90 days, at which time the permittee may apply for a new permit under the same terms and conditions as the original application.
6. Notwithstanding any other penalty provisions of this section, any permittee failing to remove and properly dispose of all permitted signs by no later than three days following the conclusion of the business, commodity, service, industry, product, recreational or cultural activity, profession, performance or similar related concept or endeavor for which the signs are permitted shall, upon conviction, be guilty of a misdemeanor punishable by fine of \$100.00 per violation. Each sign, and each day any sign is in violation of this subsection, shall constitute a separate offense.
7. Promotional signs will be allowed on private property and city rights of way, provided that the consent of the private property owner or the city, respectively, is obtained. Proof of ownership or written permission of the owner of any lot upon which a proposed sign is to be constructed or installed must be submitted with the site plan and application.
8. No paper, cardboard or homemade promotional signs, and no snipe signs, are permitted by this subsection.
9. Promotional signs will not be allowed on state or federal highway rights of way (U.S. Highway 75, State Highway 117, State Highway 67) or their respective access roads.
10. Neither the maximum height nor the maximum display area of a promotional sign shall exceed the height or display area of any ground sign or outdoor advertising sign permitted in the district where the proposed promotional sign is to be erected and displayed.
11. Any promotional advertising sign attached to fencing surrounding the sporting grounds at any public park may be of no larger dimensions than those of the fence to which it is attached and must be positioned so as to face inwardly toward users of the fenced-in sporting grounds unless otherwise allowed due to the unique nature of a particular event and subject to approval of the site plan by the city planner.
12. —On-site inflatable devices may be used for the purpose of advertising in any zoning district subject to site plan review and approval. No off-site inflatable devices are permitted and no inflatable device may be installed on the roof of any building.
13. Promotional signs shall not be permitted on the roof of any building.

14. No promotional sign shall contain more than two sides and only one side shall be included in the computation of display surface area. The two sides shall face in opposite directions. "Opposite" shall, in addition to its ordinary meaning, include V-shaped signs when the angle of separation of the display surfaces does not exceed thirty degrees (30°).
15. Temporary promotional signs shall be oriented primarily to be visible from the adjacent roadway.
16. No promotional sign shall include:
 - a. Illuminated digital signage.
 - b. Flashing, blinking or scrolling signage.
 - c. Signage that is illuminated from within.
 - d. Signage that includes illumination from an external source that is either a flashing light of any intensity or a constant spot light or focused beam of light in excess of 70 foot candles measured at a two-foot distance.
 - e. Illuminated signage as to which the illumination extends beyond the surface of the sign in such a manner as to shine or reflect upon street surface, vehicle, residence or business.
17. Promotional signs that include animation, revolving or rotating components or any other kind of mechanical movement shall be permitted in the sole discretion of the city planner, subject to the following limitations:
 - a. No such sign shall be located within 50 feet of the driving surface of a signalized intersection. The 50 feet shall be measured in a straight line from the nearest point on a sign structure to the nearest point of the signalized intersection.
 - b. No such sign shall be located within 20 feet of the driving surface of a street. The 20 feet shall be measured in a straight line from the nearest point on a sign structure to the nearest point of the street curb, or edge of the traveled roadway marked or understood as such.
 - c. No such sign shall be visible from a residential district except to the extent that it is visible when placed within 50 feet of the business, commodity, service, industry, product, recreational or cultural activity, profession, performance or similar related concept or endeavor for which the sign is installed and displayed.
18. No promotional sign shall be permitted to be located upon or constructed within a required parking space or loading berth, nor to otherwise obstruct vehicular or pedestrian access or circulation, or pose any other hazard to motor vehicle traffic exiting, entering or traveling within the site on which the sign is located.
19. Every promotional sign shall be maintained in good structural condition at all times including, as applicable, painted surfaces, metal parts and such repairs or alterations as necessary to prevent dilapidation or unsightly damage.
20. All promotional signs that are ground signs shall be securely built, constructed and erected upon foundations, posts, standards, or supports designed adequately to support the sign. In no case shall "A-frame" signs be permitted.
21. Promotional signage of any description serving the purpose of advertising or otherwise directing public attention to any business, commodity, service, industry, product, recreational or cultural activity, profession, performance or similar related concept or endeavor, whether for profit or not for profit, may, in the discretion of the city planner, be limited to such events as take place within or otherwise benefit the City of Glenpool.
22. Any reference in this section to the city planner shall include any successor to, or designee of, the city planner as may be applicable.

| **Q. Penalty:** Any signs installed in violation of this section shall be subject to the penalties outlined in section 11-3-6 of this title. Nothing herein contained shall prevent the city or its authorized officials from taking other action, authorized by law, to remedy violations. (Ord. 665, 9-17-2012)

11-12-21: USE UNIT 21, SIGNS:

C. Definitions:

SIGN: Any fabricated display structure, including its support, consisting of any letter, figure, character, mark, poster pointer, marquee advertising, design, picture, stripe, trademark, reading matter, or illuminating device constructed, attached, erected, fastened or manufactured in any manner whatsoever so that the same shall be used for the attraction of the public to any business, commodity, service, industry, product, recreational or cultural activity, profession, performance or similar related concept or endeavor, whether for profit or not for profit, that is sold, offered or conducted for public use or consumption, and displayed in any manner for recognized advertising or publicity purposes.

SIGN, BANNER: A flexible sign, consisting of fabric, plastic, paper or other light pliable material on which copy or graphics may be displayed or overlaid, provided that a banner must be a commercially made, and not a home-made, sign. A banner is one type of temporary sign.

Sign, Flashing. Any sign that incorporates in any manner apparent movement achieved by electrical pulsation, the use of intermittent lighting or by other means such as sequential light phasing.

SIGN, GROUND: A sign that is attached to or is a part of a self-supporting structure, other than a building or portion of a building.

Sign, Illuminated. Any sign that is designed to give forth any artificial light or to reflect such light deriving from another source.

SIGN, OFF-SITE: A sign displaying information, or advertising or otherwise directing public attention to a business, commodity, service, industry, product, recreational or cultural activity, profession, performance or similar related concept or endeavor conducted for public use or consumption, whether for profit or not for profit, that is not located on, or sold, offered or conducted on, the premises where the sign is erected and/or displayed. Premises on which an off-site sign may be permitted include city of Glenpool rights of way and private property that is not owned or otherwise occupied or currently utilized by the person, business entity or profession conducting such business, commodity, service, industry, product, recreational or cultural activity, profession or similar related concept or endeavor; provided that, consent of the city of Glenpool or the underlying private property owner, respectively, is obtained.

SIGN, ON-SITE: A sign displaying information, or advertising or otherwise directing public attention to a business, commodity, service, industry, product, recreational or cultural activity, profession, performance or similar related concept or endeavor conducted for public use or consumption, whether for profit or not for profit, that is located on, or sold, offered or conducted on, the premises where the sign is erected and/or displayed and pertaining only to such business, commodity, service, industry, product, recreational or cultural activity, profession or similar related concept or endeavor located on, or offered or performed on such premises, whether the sign is erected and/or displayed by the owner, a tenant, agent, invitee or permittee of the owner of such premises.

SIGN, OUTDOOR ADVERTISING: A sign that directs attention to a business, commodity, service, industry, product, recreational or cultural activity, profession, performance, or similar related concept or endeavor conducted for public use or consumption, whether for profit or not for profit, that is sold, offered or conducted either on or off the premises where the sign is erected or displayed.

SIGN, PROMOTIONAL: A temporary on-site or off-site outdoor advertising sign that may be a banner sign, ~~feather sign or~~ or a feather sign, or other sign approved in accordance with subsection P. of this section, provided that no promotional sign may be a snipe sign, and may be a ground sign or may be attached to a permanent structure, that is in all respects regulated by subsection P. of this section notwithstanding any provisions, limitations, conditions or prohibitions with respect to signage otherwise applicable in any district in the city or set forth in any other subsection of this section.

SIGN, SNIPE: A temporary sign that is made of any material, attached to a utility pole, tree, fencepost, stake, stick, ~~frame,~~ mailbox or any similar object, whether in a public right of way or not.

SIGN, TEMPORARY: Any sign that is intended to be used, affixed to a structure or to a building or building surface or installed in the ground for only a limited and designated maximum period of time, including signs that are designed to be mobile and moved from one location to another. Portable signs are temporary signs. Promotional signs are temporary signs. The permissible time for display of temporary signs will be limited by the intended use and as expressly set forth in this section.

E. Location Requirements:

1. Except as otherwise expressly set forth in subsections N.5., O. and P. of this section pertaining, respectively, to the installation of bench signs, temporary election/political campaign signs and temporary promotional signs, and except for authorized traffic signals, hazard signs, or similar devices, no privately owned sign or portion of a privately owned sign or any of its supporting structure may be located on or within, extend into, encroach upon, or overhang any publicly owned property, or any public street or alley right of way (such as a street, sidewalk, or waterway) or within the right of way of any street or area designated in the "Glenpool Master Street And Highway Plan" as a future street in any district of the city at any time. (See Glenpool comprehensive plan for copy of the master street and highway plan).
5. Except as otherwise expressly set forth in subsection P. of this section pertaining to temporary promotional signs, and subject to review and approval by the city planner as set forth therein, no business or outdoor advertising sign, including wall signs, shall be located within one hundred fifty feet (150') of a residential district, if visible from such district. The one hundred fifty feet (150') shall be measured in a straight line from the nearest point on a sign structure to the nearest point on the property of the residential district.
7. Except as otherwise expressly set forth in subsection P. of this section pertaining to temporary promotional signs, and subject to review and approval by the city planner as set forth therein, no business or outdoor advertising sign shall be located within one hundred fifty feet (150') of a public park. The one hundred fifty feet (150') shall be measured in a straight line from the nearest point on a sign structure to the nearest point on the property of the park.
9. Except as otherwise expressly set forth in subsection P. of this section pertaining to temporary promotional signs, and subject to review and approval by the city planner as set forth therein, any on-site ground sign shall maintain a minimum separation of fifty feet (50') from any other ground sign on the same frontage.
12. Except as otherwise expressly set forth in subsection P. of this section pertaining to temporary promotional signs, and subject to review and approval by the city planner as set forth therein, Any off-site ground sign shall maintain a separation of five hundred feet (500') from any on-site ground sign on the same frontage; provided, that the on-site ground sign was located first; however, if the off-site sign is present prior to the request for an on-site sign, the separation between the existing off-site sign and the proposed on-site sign must be a minimum of fifty feet (50').

F. General Use Conditions:

4. Balloons or other inflatable devices used for the purpose of advertising or directing attention to any location to which such devices are attached or to which public attention is directed are prohibited in any zoning district.

G. Prohibited Signs: The following signs are expressly prohibited in all districts within the city:

4. Except as otherwise expressly set forth in subsections N.5., O. and P. of this section pertaining, respectively, to the installation of bench signs, temporary election/political campaign signs and temporary promotional signs, and except for authorized traffic signals, hazard signs, or similar devices, no privately owned sign or portion of a privately owned sign or any of its supporting structure may be located on or within, extend into, encroach upon, or overhang any publicly owned property, or any public street or alley right of way (such as a street, sidewalk, or waterway) or within the right of way of any street or area designated in the "Glenpool Master Street And Highway Plan" as a future street in any district of the city at any time. (See Glenpool comprehensive plan for copy of the master street and highway plan). Nor shall any sign, except as set forth in subsections N.5., O. and P. of this section, be painted, pasted, posted, printed or nailed to or on any curb, sidewalk, tree, light standard, utility pole, hydrant or bridge, or in any manner displayed within the public property or public right-of-way lines of any street, avenue or alley except officially designated street numbers, legal notices, identification, informational or directional signs erected by a government agency and in compliance with such agency's regulations.
8. No sign shall be attached to or otherwise interfere with any fence, utility pole, light standard, street sign pole, tree, or utility box or any other public facility located within the public right of way ~~unless otherwise approved by the city council by the issuance of a special use permit.~~
9. No sign shall be constructed so as to obstruct any fire escape, required exit, window, or door opening intended as a means of ingress or egress, nor shall any sign be placed in such a manner as to interfere with any opening required for ventilation, whether on public or private property.
10. No sign shall be constructed or displayed that is deemed to be hazardous, a danger, a traffic hazard, causes a potential impediment to rescue personnel in the event of an emergency or which constitutes a public nuisance. No sign shall be erected or constructed in any district within the city that states, "stop," "go," "slow," "danger" or any other similar term in a manner that could reasonably be confused with traffic signs. Furthermore, no sign shall be erected or constructed in any district which would ~~by its color or nature~~, tend to be confused with or obstruct sight of traffic signs or traffic signals by motorists or pedestrians, or which would otherwise constitute a hazard to the safe and efficient operation of vehicles, or would create a condition which might endanger the safety of any person.

K. AG District Use Conditions:

1. Principal Use Signs: Signs as principal uses are subject to the following conditions:
 - a. Off-site and outdoor advertising on a lot abutting designated state or federal highways must conform to all applicable state and federal regulations;
 - b. The maximum display surface area for ground signs and outdoor advertising on a lot abutting U.S. Highway 75, State Highway 117, State Highway 67, or frontage roads thereof shall be limited to an aggregate of one and one-half (1.5) square feet of display area per each linear foot of street frontage; provided, that no single sign shall exceed three hundred (300) square feet;
 - c. The maximum display surface area of ground signs and outdoor advertising on a lot not abutting U.S. Highway 75, State Highway 117, State Highway 67, or a frontage road thereof, shall be limited to one square foot of display area per linear foot of street frontage; provided, that no single sign shall exceed one hundred sixty (160) square feet; and
 - d. A ground sign shall not exceed thirty feet (30') in height, measured from the mean curb level of the lot upon which it is erected, unless in addition to the minimum setback prescribed in

subsection E1 of this section, the sign is set back one foot (1') for each one foot (1') of height exceeding thirty feet (30'), provided the sign shall not exceed fifty feet (50') in height regardless of the setback. Further provided, that on a lot abutting U.S. Highway 75, or a frontage road thereof, a sign may not exceed fifty feet (50') in height regardless of the setback from the right of way. On a lot abutting State Highway 117 or State Highway 67, or a frontage road thereof, a sign may not exceed thirty feet (30') in height regardless of setback.

2. Accessory Use Signs: Signs as accessory uses are subject to the following conditions:
 - i. On-site and off-site temporary promotional signs may be permitted in agricultural districts subject to the provisions of subsection P. of this section, provided that a sign permit is obtained subject to review and approval by the city planner as set forth therein.

L. Residential District Use Conditions:

1. Principal Use Signs: Signs as principal uses are not allowed in residential districts.
2. Accessory Use Signs: Signs as accessory uses are subject to the following conditions:
 - i. On-site and off-site temporary promotional signs may be permitted in residential districts subject to the provisions of subsection P. of this section, provided that a sign permit is obtained subject to review and approval by the city planner as set forth therein.

M. Office District Use Conditions:

1. Principal Use Signs: Signs as principal uses are not allowed in office districts.
2. Accessory Use Signs: Signs as accessory uses are subject to the following conditions:
 - f. On-site and off-site temporary promotional signs may be permitted in office districts subject to the provisions of subsection P. of this section, provided that a sign permit is obtained subject to review and approval by the city planner as set forth therein.

N. Commercial And Industrial District Use Conditions:

1. Height Requirements: A ground sign shall not exceed thirty feet (30') in height, measured from the mean curb level of the lot or tract upon which it is erected, unless, in addition to the minimum intersection setback prescribed in subsection E2 of this section, the sign is set back one foot (1') for each foot of sign height exceeding thirty feet (30'); provided, that on a lot or tract abutting U.S. Highway 75 or a frontage road thereof, a sign may be fifty feet (50') in height regardless of the setback from the right of way. However, no sign shall exceed fifty feet (50') in height regardless of setback.
2. Display Surface Area Requirements:
 - a. The maximum display surface area of ground signs in a commercial or industrial lot abutting U.S. Highway 75, State Highway 117, State Highway 67, or a frontage road on either thereof, shall be limited to an aggregate of one and one-half (1.5) square feet of display area per each linear foot of street frontage; provided, that no single sign shall exceed three hundred (300) square feet of display area.
 - b. The maximum display surface area of ground signs in a commercial or industrial district not abutting U.S. Highway 75, State Highway 117, State Highway 67, or a frontage road on either thereof shall be limited to an aggregate of one square foot of display area per each

linear foot of street frontage; provided, that no single sign shall exceed one hundred eighty (180) square feet.

3. On-site and off-site temporary promotional signs may be permitted in commercial and industrial districts subject to the provisions of subsection P. of this section, provided that a sign permit is obtained subject to review and approval by the city planner as set forth therein.

P. Temporary Promotional Signs:

1. Temporary promotional signs shall be permitted, in any district in the city, only as provided in this subsection.
2. A site plan must be submitted with the sign permit application showing the proposed number, construction material, surface and structural dimensions, color, type of illumination, if any, and proof of ownership or written permission of the owner of any lot upon which a proposed sign is to be constructed or installed. A map showing the proposed location of each proposed promotional sign, and the orientation of all proposed promotional signs, including the spacing from other structures on the same lot as the proposed promotional sign and on the nearest adjacent lot must be submitted with the sign permit application.
3. A permit fee of ~~\$_____ per sign is \$50.00 shall be~~ required for ~~the first _____ signs identified in the site plan. Additional signs may be all promotional sign applications if the sign(s) permitted at the rate of \$_____ per sign. The thereby is/are to be displayed for up to 30 days; a permit fee of \$100.00 shall include a removal deposit that will be refunded to required for all promotional sign applications if the applicant if all signssign(s) permitted to that applicant are removed thereby is/are to be displayed for up to 60 days; and properly disposed a permit fee of within 72 hours of the event \$150.00 shall be required for which all promotional sign applications if the sign(s) were permitted thereby is/are to be displayed for up to 90 days.~~
4. The sign permit application, including site plan, will be submitted to the department of community development for review and approval, denial or modification by the city planner. The city planner will consult with the applicant and other appropriate city officers as he deems helpful or necessary during the review process. The city planner shall render his decision on the promotional sign application by no later than one full week (seven days) after its submission. An applicant whose site permit application is denied or modified has the option of appealing the decision of the city planner to the planning commission board of adjustment within 15 days or by no later than five days before the date of the next regularly scheduled planning commission board of adjustment meeting, whichever is later. ~~The~~ Except as otherwise provided by law for appeals to the Tulsa County district court, the decision of the planning commission board of adjustment shall be final.
5. The ~~validity and expiration period~~ term (number of days) of permissible display of any promotional sign shall be determined by the city planner as part of the application review process. Factors to be considered shall include:
 - a. A reasonable or necessary time period during which the sign may be displayed prior to the event which it advertises;
 - b. The duration of the event which it advertises;
 - c. The nature of the event which it advertises, such as without limitation whether it is a commercial or charitable event.
 - d. Maximum number of days after the event by which the ~~applicant permittee~~ shall ~~either have all promotional signs removed or forfeit the removal deposit described in paragraph 3. of this subsection P and properly disposed.~~ (In no case shall this be longer than 72 hours/three days).

e. In no case shall any promotional sign permit be valid for more than a maximum of 90 days, at which time the sign~~permittee~~ may ~~be renewable or not and, if renewed, apply for an extended period of time~~ a new permit under the same terms and conditions as the original application.

~~6. Notwithstanding any other penalty provisions of this section, any permittee failing to be defined in the discretion remove and properly dispose of the city planner. A renewal fee in the aggregate amount of \$ _____ shall be required to extend usage of the permitted signs. all permitted signs by no later than three days following the conclusion of the business, commodity, service, industry, product, recreational or cultural activity, profession, performance or similar related concept or endeavor for which the signs are permitted shall, upon conviction, be guilty of a misdemeanor punishable by fine of \$100.00 per violation. Each sign, and each day any sign is in violation of this subsection, shall constitute a separate offense.~~

~~f. If all permitted signs are not removed by on or before expiration of the validity or extended validity period, the permittee shall forfeit the aggregate amount of the per sign removal deposit collected pursuant to paragraph 3 of this subsection P.~~

~~67.~~ Promotional signs will be allowed on private property and city rights of way, provided that the consent of the private property owner or the city, respectively, is obtained. Proof of ownership or written permission of the owner of any lot upon which a proposed sign is to be constructed or installed must be submitted with the site plan and application.

~~78.~~ No paper, cardboard or homemade promotional signs, and no snipe signs, are ~~allowed~~permitted by this subsection.

~~89.~~ Promotional signs will not be allowed on state or federal highway rights of way (U.S. Highway 75, State Highway 117, and State Highway 67) or their respective access roads.

~~910.~~ Neither the maximum height nor the maximum display area of a promotional sign shall exceed the height or display area of any ground sign or outdoor advertising sign permitted in the district where the proposed promotional sign is to be erected and displayed.

~~1011.~~ Any promotional advertising sign attached to fencing surrounding the sporting grounds at any public park may be of no larger dimensions than those of the fence to which it is attached and must be positioned so as to face inwardly toward users of the fenced-in sporting grounds unless otherwise allowed due to the unique nature of a particular event and subject to approval of the site plan by the city planner.

~~11. Balloons and other~~12. On-site inflatable devices may ~~not~~ be used for the purpose of advertising in any zoning district subject to site plan review and approval. No off-site inflatable devices are permitted and ~~are not included within the scope of promotional signs.~~

~~12. Promotional signs shall not be permitted to~~no inflatable device may be installed on the roof of any building.

~~13. Promotional signs shall not be permitted on the roof of any building.~~

~~14.~~ No promotional sign shall contain more than two sides and only one side shall be included in the computation of display surface area. The two sides shall face in opposite directions. "Opposite" shall, in addition to its ordinary meaning, include V-shaped signs when the angle of separation of the display surfaces does not exceed thirty degrees (30°).

~~1415.~~ Temporary promotional signs shall be oriented primarily to be visible from the adjacent roadway.

~~1516.~~ No promotional sign shall include:

- a. Illuminated digital signage.
- b. Flashing, blinking or scrolling signage.

- c. Signage that is illuminated from within.
- d. Signage that includes illumination from an external source that is either a flashing light of any intensity or a constant spot light or focused beam of light in excess of 70 foot candles measured at a two-foot distance.
- e. Illuminated signage as to which the illumination extends beyond the surface of the sign in such a manner as to shine or reflect upon street surface, vehicle, residence or business.

~~1617.~~ Promotional signs that include animation, revolving or rotating components or any other kind of mechanical movement shall be permitted in the sole discretion of the city planner, subject to the following limitations:

- a. No such sign shall be located within 50 feet of the driving surface of a signalized intersection. The 50 feet shall be measured in a straight line from the nearest point on a sign structure to the nearest point of the signalized intersection.
- b. No such sign shall be located within 20 feet of the driving surface of a street. The 20 feet shall be measured in a straight line from the nearest point on a sign structure to the nearest point of the street curb, or edge of the traveled roadway marked or understood as such.
- c. No such sign shall be visible from a residential district except to the extent that it is visible when placed within 50 feet of the business, commodity, service, industry, product, recreational or cultural activity, profession, performance or similar related concept or endeavor for which the sign is installed and displayed.

18. No promotional sign shall be permitted to be located upon or constructed within a required parking space or loading berth, nor to otherwise obstruct vehicular or pedestrian access or circulation, or pose any other hazard to motor vehicle traffic exiting, entering or traveling within the site on which the sign is located.

19. Every promotional sign shall be maintained in good structural condition at all times including, as applicable, painted surfaces, metal parts and such repairs or alterations as necessary to prevent dilapidation or unsightly damage.

20. All promotional signs that are ground signs shall be securely built, constructed and erected upon foundations, posts, standards, or supports designed adequately to support the sign. In no case shall "A-frame" signs be permitted.

~~21. Promotional signs do not include, and expressly exclude, any use of costumes, sandwich boards or other insignia of any kind without limitation that is attached to the body of any individual person or animal. Such signs are prohibited in all districts at all times.~~

~~2221.~~ Promotional signage of any description serving the purpose of advertising or otherwise directing public attention to any business, commodity, service, industry, product, recreational or cultural activity, profession, performance or similar related concept or endeavor, whether for profit or not for profit, may, in the discretion of the city planner, be limited to such events as take place within or otherwise benefit the City of Glenpool.

~~22. Any reference in this section to the city planner shall include any successor to, or designee of, the city planner as may be applicable.~~

Q. Penalty: Any signs installed in violation of this section shall be subject to the penalties outlined in section 11-3-6 of this title. Nothing herein contained shall prevent the city or its authorized officials from taking other action, authorized by law, to remedy violations. (Ord. 665, 9-17-2012)

CITY OF GLENPOOL

ORDINANCE NO. 696

AN ORDINANCE AMENDING TITLE 11, ZONING REGULATIONS; CHAPTER 12, USE UNITS; SECTION 21, USE UNIT 21, SIGNS, OF THE CODE OF ORDINANCES OF THE CITY OF GLENPOOL, OKLAHOMA, (2013) TO ADD SUBSECTION P., PERMITTING TEMPORARY PROMOTIONAL SIGNS, MAKING SUCH OTHER CHANGES IN USE UNIT 21 AS ARE NECESSITATED THEREBY, REPEALING ALL ORDINANCES OR RESOLUTIONS, OR PARTS OF ORDINANCES OR RESOLUTIONS IN CONFLICT HEREWITH; AND DECLARING AN EMERGENCY

WHEREAS, During the March 9, 2015, meeting of the Glenpool Planning Commission several people presented the need for additional promotional signage on various uses and after discussion, the Planning Commission was supportive of revising the Zoning Code in order to permit additional signage; and

WHEREAS, During the March 16, 2015, meeting of the Glenpool City Council, the Council heard essentially the same presentation as the Planning Commission from several members of the public and staff recommending a revision of the sign regulations of the zoning code and was supportive as well; and

WHEREAS, Mayor Ceesay asked for two volunteers from the Council to serve on a sign committee to review the sign regulations of the zoning code; and

WHEREAS, The sign committee and City staff met on Monday March 23, 2015, to review the sign regulations of the zoning code in an effort to address all issues and recommendations discussed during the foregoing previous meetings in order to revise section 11-12-21 of the zoning code, Use Unit #21, Signs; and

WHEREAS, During a special meeting of the Glenpool Planning Commission on March 30, 2015, the Planning Commission, after much discussion and public input, recommended to the City Council approval of the sign committee revision, with certain additional changes; and

WHEREAS, it would be in the best interest of the City of Glenpool, Glenpool businesses, the Chamber of Commerce, Glenpool parks, and the citizens of Glenpool who utilize and rely on such signage, to amend Title 11, Zoning Regulations; Chapter 12, Use Units; Section 21, Use Unit 21, Signs, of the Code of Ordinances of the City of Glenpool, Oklahoma, (2013) to add a subsection P. for the purpose of permitting temporary signs and making such other changes as are necessitated thereby.

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

§ 1. That the following sections of Title 11, Zoning Regulations; Chapter 12, Use Units; Section 21, Use Unit 21, Signs, 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:

C. Definitions:

SIGN: Any fabricated display structure, including its support, consisting of any letter, figure, character, mark, poster pointer, marquee advertising, design, picture, stripe, trademark, reading matter, or illuminating device constructed, attached, erected, fastened or manufactured in any manner whatsoever so that the same shall be used for the attraction of the public to any business, commodity, service, industry, product, recreational or cultural activity, profession, performance or similar related concept or endeavor, whether for profit or not for profit, that is sold, offered or conducted for public use or consumption, and displayed in any manner for recognized advertising or publicity purposes.

SIGN, BANNER: A flexible sign, consisting of fabric, plastic, paper or other light pliable material on which copy or graphics may be displayed or overlaid, provided that a banner must be a commercially made, and not a home-made, sign. A banner is one type of temporary sign.

Sign, Flashing. Any sign that incorporates in any manner apparent movement achieved by electrical pulsation, the use of intermittent lighting or by other means such as sequential light phasing.

SIGN, GROUND: A sign that is attached to or is a part of a self-supporting structure, other than a building or portion of a building.

SIGN, ILLUMINATED: Any sign that is designed to give forth any artificial light or to reflect such light deriving from another source.

SIGN, OFF-SITE: A sign displaying information, or advertising or otherwise directing public attention to a business, commodity, service, industry, product, recreational or cultural activity, profession, performance or similar related concept or endeavor conducted for public use or consumption, whether for profit or not for profit, that is not located on, or sold, offered or conducted on, the premises where the sign is erected and/or displayed. Premises on which an off-site sign may be permitted include city of Glenpool rights of way and private property that is not owned or otherwise occupied or currently utilized by the person, business entity or profession conducting such business, commodity, service, industry, product, recreational or cultural activity, profession or similar related concept or endeavor; provided that, consent of the city of Glenpool or the underlying private property owner, respectively, is obtained.

SIGN, ON-SITE: A sign displaying information, or advertising or otherwise directing public attention to a business, commodity, service, industry, product, recreational or cultural activity, profession, performance or similar related concept or endeavor conducted for public use or consumption, whether for profit or not for profit, that is located on, or sold, offered or conducted on, the premises where the sign is erected and/or displayed and pertaining only to such business, commodity, service, industry, product, recreational or cultural activity, profession or similar related concept or endeavor located on, or offered or performed on such premises, whether the sign is erected and/or displayed by the owner, a tenant, agent, invitee or permittee of the owner of such premises.

SIGN, OUTDOOR ADVERTISING: A sign that directs attention to a business, commodity, service, industry, product, recreational or cultural activity, profession, performance, or similar related concept or endeavor conducted for public use or consumption, whether for profit or not for profit, that is sold, offered or conducted either on or off the premises where the sign is erected or displayed.

SIGN, PROMOTIONAL: A temporary on-site or off-site outdoor advertising sign that may be a banner sign or a feather sign, or other sign approved in accordance with subsection P. of this section,

provided that no promotional sign may be a snipe sign, and may be a ground sign or may be attached to a permanent structure, that is in all respects regulated by subsection P. of this section notwithstanding any provisions, limitations, conditions or prohibitions with respect to signage otherwise applicable in any district in the city or set forth in any other subsection of this section.

SIGN, SNIPE: A temporary sign that is made of any material, attached to a utility pole, tree, fencepost, stake, stick, mailbox or any similar object, whether in a public right of way or not.

SIGN, TEMPORARY: Any sign that is intended to be used, affixed to a structure or to a building or building surface or installed in the ground for only a limited and designated maximum period of time, including signs that are designed to be mobile and moved from one location to another. Portable signs are temporary signs. Promotional signs are temporary signs. The permissible time for display of temporary signs will be limited by the intended use and as expressly set forth in this section.

E. Location Requirements:

1. Except as otherwise expressly set forth in subsections N.5., O. and P. of this section pertaining, respectively, to the installation of bench signs, temporary election/political campaign signs and temporary promotional signs, and except for authorized traffic signals, hazard signs, or similar devices, no privately owned sign or portion of a privately owned sign or any of its supporting structure may be located on or within, extend into, encroach upon, or overhang any publicly owned property, or any public street or alley right of way (such as a street, sidewalk, or waterway) or within the right of way of any street or area designated in the "Glenpool Master Street And Highway Plan" as a future street in any district of the city at any time. (See Glenpool comprehensive plan for copy of the master street and highway plan).
5. Except as otherwise expressly set forth in subsection P. of this section pertaining to temporary promotional signs, and subject to review and approval by the city planner as set forth therein, no business or outdoor advertising sign, including wall signs, shall be located within one hundred fifty feet (150') of a residential district, if visible from such district. The one hundred fifty feet (150') shall be measured in a straight line from the nearest point on a sign structure to the nearest point on the property of the residential district.
7. Except as otherwise expressly set forth in subsection P. of this section pertaining to temporary promotional signs, and subject to review and approval by the city planner as set forth therein, no business or outdoor advertising sign shall be located within one hundred fifty feet (150') of a public park. The one hundred fifty feet (150') shall be measured in a straight line from the nearest point on a sign structure to the nearest point on the property of the park.
9. Except as otherwise expressly set forth in subsection P. of this section pertaining to temporary promotional signs, and subject to review and approval by the city planner as set forth therein, any on-site ground sign shall maintain a minimum separation of fifty feet (50') from any other ground sign on the same frontage.
12. Except as otherwise expressly set forth in subsection P. of this section pertaining to temporary promotional signs, and subject to review and approval by the city planner as set forth therein, Any off-site ground sign shall maintain a separation of five hundred feet (500') from any on-site ground sign on the same frontage; provided, that the on-site ground sign was located first; however, if the off-site sign is present prior to the request for an on-site sign, the separation between the existing off-site sign and the proposed on-site sign must be a minimum of fifty feet (50').

F. General Use Conditions:

4. Balloons or other inflatable devices used for the purpose of advertising or directing attention to any location to which such devices are attached or to which public attention is directed are prohibited in any zoning district.

G. Prohibited Signs: The following signs are expressly prohibited in all districts within the city:

4. Except as otherwise expressly set forth in subsections N.5., O. and P. of this section pertaining, respectively, to the installation of bench signs, temporary election/political campaign signs and temporary promotional signs, and except for authorized traffic signals, hazard signs, or similar devices, no privately owned sign or portion of a privately owned sign or any of its supporting structure may be located on or within, extend into, encroach upon, or overhang any publicly owned property, or any public street or alley right of way (such as a street, sidewalk, or waterway) or within the right of way of any street or area designated in the "Glenpool Master Street And Highway Plan" as a future street in any district of the city at any time. (See Glenpool comprehensive plan for copy of the master street and highway plan). Nor shall any sign, except as set forth in subsections N.5., O. and P. of this section, be painted, pasted, posted, printed or nailed to or on any curb, sidewalk, tree, light standard, utility pole, hydrant or bridge, or in any manner displayed within the public property or public right-of-way lines of any street, avenue or alley except officially designated street numbers, legal notices, identification, informational or directional signs erected by a government agency and in compliance with such agency's regulations.
8. No sign shall be attached to or otherwise interfere with any fence, utility pole, light standard, street sign pole, tree, or utility box or any other public facility located within the public right of way.
9. No sign shall be constructed so as to obstruct any fire escape, required exit, window, or door opening intended as a means of ingress or egress, nor shall any sign be placed in such a manner as to interfere with any opening required for ventilation, whether on public or private property.
10. No sign shall be constructed or displayed that is deemed to be hazardous, a danger, a traffic hazard, causes a potential impediment to rescue personnel in the event of an emergency or which constitutes a public nuisance. No sign shall be erected or constructed in any district within the city that states, "stop," "go," "slow," "danger" or any other similar term in a manner that could reasonably be confused with traffic signs. Furthermore, no sign shall be erected or constructed in any district which would tend to be confused with or obstruct sight of traffic signs or traffic signals by motorists or pedestrians, or which would otherwise constitute a hazard to the safe and efficient operation of vehicles, or would create a condition which might endanger the safety of any person.

K. AG District Use Conditions:

1. Principal Use Signs: Signs as principal uses are subject to the following conditions:
 - a. Off-site and outdoor advertising on a lot abutting designated state or federal highways must conform to all applicable state and federal regulations;
 - b. The maximum display surface area for ground signs and outdoor advertising on a lot abutting U.S. Highway 75, State Highway 117, State Highway 67, or frontage roads thereof shall be limited to an aggregate of one and one-half (1.5) square feet of display area per each linear foot of street frontage; provided, that no single sign shall exceed three hundred (300) square feet;
 - c. The maximum display surface area of ground signs and outdoor advertising on a lot not abutting U.S. Highway 75, State Highway 117, State Highway 67, or a frontage road thereof,

shall be limited to one square foot of display area per linear foot of street frontage; provided, that no single sign shall exceed one hundred sixty (160) square feet; and

- d. A ground sign shall not exceed thirty feet (30') in height, measured from the mean curb level of the lot upon which it is erected, unless in addition to the minimum setback prescribed in subsection E1 of this section, the sign is set back one foot (1') for each one foot (1') of height exceeding thirty feet (30'), provided the sign shall not exceed fifty feet (50') in height regardless of the setback. Further provided, that on a lot abutting U.S. Highway 75, or a frontage road thereof, a sign may not exceed fifty feet (50') in height regardless of the setback from the right of way. On a lot abutting State Highway 117 or State Highway 67, or a frontage road thereof, a sign may not exceed thirty feet (30') in height regardless of setback.
2. Accessory Use Signs: Signs as accessory uses are subject to the following conditions:
 - i. On-site and off-site temporary promotional signs may be permitted in agricultural districts subject to the provisions of subsection P. of this section, provided that a sign permit is obtained subject to review and approval by the city planner as set forth therein.

L. Residential District Use Conditions:

1. Principal Use Signs: Signs as principal uses are not allowed in residential districts.
2. Accessory Use Signs: Signs as accessory uses are subject to the following conditions:
 - i. On-site and off-site temporary promotional signs may be permitted in residential districts subject to the provisions of subsection P. of this section, provided that a sign permit is obtained subject to review and approval by the city planner as set forth therein.

M. Office District Use Conditions:

1. Principal Use Signs: Signs as principal uses are not allowed in office districts.
2. Accessory Use Signs: Signs as accessory uses are subject to the following conditions:
 - f. On-site and off-site temporary promotional signs may be permitted in office districts subject to the provisions of subsection P. of this section, provided that a sign permit is obtained subject to review and approval by the city planner as set forth therein.

N. Commercial And Industrial District Use Conditions:

1. Height Requirements: A ground sign shall not exceed thirty feet (30') in height, measured from the mean curb level of the lot or tract upon which it is erected, unless, in addition to the minimum intersection setback prescribed in subsection E2 of this section, the sign is set back one foot (1') for each foot of sign height exceeding thirty feet (30'); provided, that on a lot or tract abutting U.S. Highway 75 or a frontage road thereof, a sign may be fifty feet (50') in height regardless of the setback from the right of way. However, no sign shall exceed fifty feet (50') in height regardless of setback.
2. Display Surface Area Requirements:
 - a. The maximum display surface area of ground signs in a commercial or industrial lot abutting U.S. Highway 75, State Highway 117, State Highway 67, or a frontage road on either thereof, shall be limited to an aggregate of one and one-half (1.5) square feet of display area per each linear foot of street frontage; provided, that no single sign shall exceed three hundred (300) square feet of display area.

- b. The maximum display surface area of ground signs in a commercial or industrial district not abutting U.S. Highway 75, State Highway 117, State Highway 67, or a frontage road on either thereof shall be limited to an aggregate of one square foot of display area per each linear foot of street frontage; provided, that no single sign shall exceed one hundred eighty (180) square feet.
3. On-site and off-site temporary promotional signs may be permitted in commercial and industrial districts subject to the provisions of subsection P. of this section, provided that a sign permit is obtained subject to review and approval by the city planner as set forth therein.

P. Temporary Promotional Signs:

1. Temporary promotional signs shall be permitted, in any district in the city, only as provided in this subsection.
2. A site plan must be submitted with the sign permit application showing the proposed number, construction material, surface and structural dimensions, color, type of illumination, if any, and proof of ownership or written permission of the owner of any lot upon which a proposed sign is to be constructed or installed. A map showing the proposed location of each proposed promotional sign, and the orientation of all proposed promotional signs, including the spacing from other structures on the same lot as the proposed promotional sign and on the nearest adjacent lot must be submitted with the sign permit application.
3. A permit fee of \$50.00 shall be required for all promotional sign applications if the sign(s) permitted thereby is/are to be displayed for up to 30 days; a permit fee of \$100.00 shall be required for all promotional sign applications if the sign(s) permitted thereby is/are to be displayed for up to 60 days; and a permit fee of \$150.00 shall be required for all promotional sign applications if the sign(s) permitted thereby is/are to be displayed for up to 90 days.
4. The sign permit application, including site plan, will be submitted to the department of community development for review and approval, denial or modification by the city planner. The city planner will consult with the applicant and other appropriate city officers as he deems helpful or necessary during the review process. The city planner shall render his decision on the promotional sign application by no later than one full week (seven days) after its submission. An applicant whose site permit application is denied or modified has the option of appealing the decision of the city planner to the board of adjustment within 15 days or by no later than five days before the date of the next regularly scheduled board of adjustment meeting, whichever is later. Except as otherwise provided by law for appeals to the Tulsa County district court, the decision of the board of adjustment shall be final.
5. The term (number of days) of permissible display of any promotional sign shall be determined by the city planner as part of the application review process. Factors to be considered shall include:
 - a. A reasonable or necessary time period during which the sign may be displayed prior to the event which it advertises;
 - b. The duration of the event which it advertises;
 - c. The nature of the event which it advertises, such as without limitation whether it is a commercial or charitable event.
 - d. Maximum number of days after the event by which the permittee shall have all promotional signs removed and properly disposed. (In no case shall this be longer than 72 hours/three days).
 - e. In no case shall any promotional sign permit be valid for more than a maximum of 90 days, at which time the permittee may apply for a new permit under the same terms and conditions as the original application.

6. Notwithstanding any other penalty provisions of this section, any permittee failing to remove and properly dispose of all permitted signs by no later than three days following the conclusion of the business, commodity, service, industry, product, recreational or cultural activity, profession, performance or similar related concept or endeavor for which the signs are permitted shall, upon conviction, be guilty of a misdemeanor punishable by fine of \$100.00 per violation. Each sign, and each day any sign is in violation of this subsection, shall constitute a separate offense.
7. Promotional signs will be allowed on private property and city rights of way, provided that the consent of the private property owner or the city, respectively, is obtained. Proof of ownership or written permission of the owner of any lot upon which a proposed sign is to be constructed or installed must be submitted with the site plan and application.
8. No paper, cardboard or homemade promotional signs, and no snipe signs, are permitted by this subsection.
9. Promotional signs will not be allowed on state or federal highway rights of way (U.S. Highway 75, State Highway 117, and State Highway 67) or their respective access roads.
10. Neither the maximum height nor the maximum display area of a promotional sign shall exceed the height or display area of any ground sign or outdoor advertising sign permitted in the district where the proposed promotional sign is to be erected and displayed.
11. Any promotional advertising sign attached to fencing surrounding the sporting grounds at any public park may be of no larger dimensions than those of the fence to which it is attached and must be positioned so as to face inwardly toward users of the fenced-in sporting grounds unless otherwise allowed due to the unique nature of a particular event and subject to approval of the site plan by the city planner.
12. On-site inflatable devices may be used for the purpose of advertising in any zoning district subject to site plan review and approval. No off-site inflatable devices are permitted and no inflatable device may be installed on the roof of any building.
13. Promotional signs shall not be permitted on the roof of any building.
14. No promotional sign shall contain more than two sides and only one side shall be included in the computation of display surface area. The two sides shall face in opposite directions. "Opposite" shall, in addition to its ordinary meaning, include V-shaped signs when the angle of separation of the display surfaces does not exceed thirty degrees (30°).
15. Temporary promotional signs shall be oriented primarily to be visible from the adjacent roadway.
16. No promotional sign shall include:
 - a. Illuminated digital signage.
 - b. Flashing, blinking or scrolling signage.
 - c. Signage that is illuminated from within.
 - d. Signage that includes illumination from an external source that is either a flashing light of any intensity or a constant spot light or focused beam of light in excess of 70 foot candles measured at a two-foot distance.
 - e. Illuminated signage as to which the illumination extends beyond the surface of the sign in such a manner as to shine or reflect upon street surface, vehicle, residence or business.
17. Promotional signs that include animation, revolving or rotating components or any other kind of mechanical movement shall be permitted in the sole discretion of the city planner, subject to the following limitations:

- a. No such sign shall be located within 50 feet of the driving surface of a signalized intersection. The 50 feet shall be measured in a straight line from the nearest point on a sign structure to the nearest point of the signalized intersection.
 - b. No such sign shall be located within 20 feet of the driving surface of a street. The 20 feet shall be measured in a straight line from the nearest point on a sign structure to the nearest point of the street curb, or edge of the traveled roadway marked or understood as such.
 - c. No such sign shall be visible from a residential district except to the extent that it is visible when placed within 50 feet of the business, commodity, service, industry, product, recreational or cultural activity, profession, performance or similar related concept or endeavor for which the sign is installed and displayed.
18. No promotional sign shall be permitted to be located upon or constructed within a required parking space or loading berth, nor to otherwise obstruct vehicular or pedestrian access or circulation, or pose any other hazard to motor vehicle traffic exiting, entering or traveling within the site on which the sign is located.
 19. Every promotional sign shall be maintained in good structural condition at all times including, as applicable, painted surfaces, metal parts and such repairs or alterations as necessary to prevent dilapidation or unsightly damage.
 20. All promotional signs that are ground signs shall be securely built, constructed and erected upon foundations, posts, standards, or supports designed adequately to support the sign. In no case shall "A-frame" signs be permitted.
 21. Promotional signage of any description serving the purpose of advertising or otherwise directing public attention to any business, commodity, service, industry, product, recreational or cultural activity, profession, performance or similar related concept or endeavor, whether for profit or not for profit, may, in the discretion of the city planner, be limited to such events as take place within or otherwise benefit the City of Glenpool.
 22. Any reference in this section to the city planner shall include any successor to, or designee of, the city planner as may be applicable.

Q. Penalty: Any signs installed in violation of this section shall be subject to the penalties outlined in section 11-3-6 of this title. Nothing herein contained shall prevent the city or its authorized officials from taking other action, authorized by law, to remedy violations. (Ord. 665, 9-17-2012)

§ 3. Except as otherwise amended by this Ordinance, Title 11, Zoning Regulations of the City of Glenpool City Code (2013), shall remain in full force and effect.

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

§ 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 6th day of April 2015.

Momodou Ceesay, Mayor

Attest:

[SEAL]

Susan White, City Clerk

Approved as to form:

Lowell Peterson, City Attorney

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

PASSED and the Emergency Clause ruled upon separately and approved this 6th day of April, 2015.

Momodou Ceesay, Mayor

Attest:

Susan White, City Clerk

Approved as to Form:

Lowell Peterson, City Attorney



Staff Memo

Date: April 6, 2015

To: Honorable Mayor and City Council

From: Susan White, City Clerk

Re: OMRF Defined Contribution Plan Amendments

Background

The City participates in two Defined Contribution Retirement Plans provided by Oklahoma Municipal Retirement Fund (OMRF). One Plan is specific to the City Manager position; the other Plan includes the remaining non-uniform employees.

The governing body (City Council) serves as Retirement Committee for the Plan(s), thereby assigning authority to vote on all amendments to plan documents. OMRF has submitted for your approval two basic plan amendments which require action from the Retirement Committee. Two-thirds approval of the OMRF membership is required to enact any changes to the Trust Indenture. Upon approval, a follow-up action to approve and sign the updated Master Plan Agreement and Joinder Agreement will be presented in a future meeting.

The first amendment provides for daily accounting. Presently the accounting is done monthly. The amendment, if approved will impact the participants in the Plan by allowing them to make daily changes to their investments; accelerate the distribution process from 30-45 days to less than five business days; and potentially dramatically shorten the loan processing time. This amendment will enhance the features and service available to our employees.

The second amendment gives participants the ability to request exclusive expert advice on investments, loans, etc. Any fees associated with this advice will be disclosed to the participant in advance. If the participant agrees to the fees, said fees will be deducted from the participant's retirement funds.

An Amending Resolution to the Oklahoma Municipal Retirement Fund Trust Indenture setting forth the above described changes has been presented for City Council approval.

Staff Recommendation

Staff recommends Council approval of the Resolution.

Attachment

- Resolution No. 15-04-01
- Amended Trust Indenture

RESOLUTION NO. 15-04-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENPOOL & GLENPOOL UTILITY SERVICE 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 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.

WHEREAS, the Board of Trustees of Oklahoma Municipal Retirement Fund have approved an Amended and Restated Trust Indenture of the Oklahoma Municipal Retirement Fund which makes various amendments to the Trust for purposes of allowing daily valuations and rules and procedures for accounting of assets in the Master Defined Contribution Plan which amendment is attached hereto as Exhibit "1"; and,

WHEREAS, the amendment can only become effective upon approval by a two-thirds (2/3) majority of the participating employers in the Oklahoma Municipal Retirement Fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Glenpool & Glenpool Utility Service Authority that the attached amendment to the Oklahoma Municipal Retirement Fund Trust Indenture is approved.

*****END*****

The foregoing Resolution was duly adopted and approved by the City Council of the City of Glenpool & Glenpool Utility Service Authority, on the ____ day of _____, 2015, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).

MAYOR/CHAIRMAN

ATTEST:

CLERK/SECRETARY

EXHIBIT 1

TRUST INDENTURE ESTABLISHING OKLAHOMA MUNICIPAL RETIREMENT FUND

TRUST INDENTURE
OKLAHOMA MUNICIPAL RETIREMENT FUND

Table of Contents

	<u>Page No.</u>
ARTICLE I Name.....	I-1
1.1 Name	I-1
1.2 Continuation of Trust.....	I-1
ARTICLE II Definitions and Construction.....	II-1
2.1 Definitions.....	II-1
2.2 Construction.....	II-2
ARTICLE III Trustees	III-1
3.1 Existing Trustees.....	III-1
3.2 Creation of District Boundaries	III-1
3.3 Number of Trustees and Nominations	III-1
3.4 Elections.....	III-1
3.5 Transitional Provisions	III-2
3.6 Terms of Office.....	III-2
3.7 Bonding Requirements.....	III-2
3.8 Filling Vacancies	III-2
3.9 Officers and Duties	III-2
3.10 Office, Records and Meetings.....	III-3
3.11 Meetings.....	III-3
3.12 Quorum	III-3
3.13 Compensation	III-3
3.14 Systems for Reference	III-3
3.15 Qualifications, Disqualification, and Limitations	III-4
ARTICLE IV Trust Assets.....	IV-1
4.1 Assets and Interests.....	IV-1
4.2 Valuations	IV-1
4.3 Units of Participation	IV-1
ARTICLE V Trust Expenses	V-1
5.1 Repealed April 1, 1991	V-1
5.2 Costs and Expenses.....	V-1
5.3 Repealed April 1, 1991	V-1
5.4 Repealed April 1, 1991	V-1
5.5 Equipment and Supplies	V-1
5.6 Budget.....	V-1
ARTICLE VI Administration and Management.....	VI-1
6.1 Trustees Responsible	VI-1

6.2	Appointment of Advisors and Others	VI-1
6.3	Required Appointments	VI-1
ARTICLE VII Retirement Committee and Authorized Agent		VII-1
7.1	Retirement Committee	VII-1
7.2	Authorized Agent.....	VII-1
7.3	Notice to Trustees	VII-1
7.4	Authority of Retirement Committee	VII-1
ARTICLE VIII Contributions.....		VIII-1
8.1	Trustees Accountable.....	VIII-1
8.2	Delivery to Trustees.....	VIII-1
ARTICLE IX Payments From Trust Assets		IX-1
9.1	Direction by Retirement Committee.....	IX-1
9.2	Withholding and Releases.....	IX-1
9.3	Exemption of Assets--Restraints on Alienation:.....	IX-1
9.4	Payment of Taxes.....	IX-2
9.5	Benefit Payments	IX-2
ARTICLE X Investment of Trust Assets.....		X-1
10.1	Authorization of Trustees	X-1
10.2	Limitation of Investments	X-1
ARTICLE XI Accounting and Mechanical Operation of the Trust.....		XI-1
11.1	Deposit of Contributions.....	XI-1
11.2	Subsidiary Ledgers.....	XI-1
11.3	Investment of Funds.....	XI-1
11.4	Liquidating Payments	XI-2
11.5	Records of Securities Custodian	XI-2
ARTICLE XII Rights of Trustees.....		XII-1
12.1	Enumeration of Rights	XII-1
12.2	Protection by Written Directions	XII-1
12.3	Advice of Counsel.....	XII-2
12.4	Indemnification of Trustee.....	XII-2
ARTICLE XIII Accounts of the Trustee		XIII-1
13.1	Inspection or Audit	XIII-1
13.2	Reports to Auditors	XIII-1
13.3	Annual Audit.....	XIII-1
13.4	Written Accounts	XIII-1
13.5	Approval of Accounts	XIII-1
13.6	Inquiry by Directors of the Oklahoma Municipal League.....	XIII-1
ARTICLE XIV Resignation, Removal and Succession of Trustees.....		XIV-1
14.1	Removal by Withdrawing Employer	XIV-1
14.2	Resignation by Trustee	XIV-1

14.3	Applicability to Successor Trustees	XIV-1
14.4	Liability of Successor Trustees	XIV-1
14.5	Removal by Majority of Employers	XIV-1
14.6	Resignation or Removal of All Trustees.....	XIV-1
ARTICLE XV Termination		XV-1
15.1	Termination of System by Participating Employer	XV-1
15.2	Distributions to Employer.....	XV-1
15.3	Termination on Loss of Exemption	XV-1
15.4	Loss of Membership in Oklahoma Municipal League	XV-1
ARTICLE XVI Amendments		XVI-1
16.1	Right to Amend.....	XVI-1
16.2	Copies of Amendments.....	XVI-1
16.3	Limitation on Right to Amend.....	XVI-1
ARTICLE XVII Controlling Law and Legal Actions		XVII-1
17.1	Controlling Law	XVII-1
17.2	Severability of Provisions	XVII-1
17.3	Legal Actions	XVII-1
ARTICLE XVIII Adoption by Other Incorporated Cities and Towns		XVIII-1
18.1	Authorization and Procedure	XVIII-1
18.2	Asset Management.....	XVIII-1
ARTICLE XIX Miscellaneous		XIX-1
19.1	Application of Funds.....	XIX-1
19.2	Tax Status of Trust.....	XIX-1
19.3	Limitation of Interest	XIX-1
19.4	Exclusive Benefit of Employees.....	XIX-1
19.5	Separate Accounting for Contributions and Benefits	XIX-1
19.6	Provisions Apply Separately.....	XIX-1
19.7	Consolidation or Merger	XIX-1
19.8	Discretion of Trustees	XIX-2
19.9	Fractions of a Cent	XIX-2

ARTICLE I

Name

1.1 Name: The trust hereby created shall be designated and known as “OKLAHOMA MUNICIPAL RETIREMENT FUND.”

1.2 Continuation of Trust. This Trust is an amendment, restatement and continuation of the existing Trust Indenture Establishing Oklahoma Municipal Retirement Fund. This amendment and restatement of the Trust is effective upon date set forth in a separate certification by the Trustees as the effective date of the conversion of the defined contribution System administration to a daily valuation basis; provided that, the effective date in such certification shall not be retroactive to a date prior to the date of the certification.

ARTICLE II

Definitions and Construction

2.1 Definitions: Where the following words and phrases appear in this Trust Indenture, they shall have the respective meanings set forth below, unless their context clearly indicates to the contrary.

Authorized Agent shall mean the person designated by each Employer to represent it in its transactions with the Trustees of this Trust and to perform such other duties as are set forth herein and in the system of such Employer.

Daily Valuation Date shall mean each business day of the Plan Year for which there is an established market value for System assets.

Employee shall mean any employee covered by the system of an Employer.

Employer shall mean: (1) each and every incorporated municipality in the State of Oklahoma; (2) public trusts having municipality(ies) as beneficiary(ies); (3) interlocal cooperatives created pursuant to 74 Oklahoma Statutes, Sections 1001, et seq., between municipalities and/or their public trust, and; (4) any other legal entity comprising a municipal authority as that term is used in Chapter 48 of Title 11 Oklahoma Statutes, which has adopted a plan or system as herein defined and which has become a participant in this trust according to the terms hereof.

Oklahoma Municipal League shall mean the wholly owned and financed instrumentality of its member city and town governments by that name, in existence since 1913 to perform common functions of each, and wholly controlled by an elected board of municipal officials.

System shall mean each and every employee's retirement fund and system created or adopted by an employer which is a participant in this trust.

Trust or Oklahoma Municipal Retirement Fund shall mean the Trust hereby created and may be used to refer collectively to all the assets at any time comprising the corpus and accumulated income thereof.

Trust Administrator shall mean the person, firm or corporation appointed by the Trustees to see to the day to day operations of the Trust and to perform such other duties as are herein specified.

Trustees shall mean the group or body composed of all Trustees serving hereunder at any particular time.

2.2 Construction: Any word appearing in this Trust Indenture denoting gender, whether masculine, feminine or neuter, shall, unless the context clearly indicates to the contrary, include any other gender. The words “hereof,” “herein,” “hereunder” and other similar compounds of the word “here” shall mean and refer to this entire Trust Indenture, not to any particular provision or section. In all matters regarding this Trust, the decision of the Trustees shall control and the construction, interpretation, resolution of any conflicts or inconsistencies determined by the Trustees and their determination as to what should be supplied in the event of omission, shall be binding and conclusive upon all persons and for all purposes.

ARTICLE III

Trustees

3.1 Existing Trustees: The Trustees serving on the effective date of this amendment shall serve as such Trustees until their successors are elected and qualified as hereinafter provided. These Trustees shall be referred to as the existing Trustees.

3.2 Creation of District Boundaries: The State of Oklahoma shall be separated into eight districts for purposes of nomination of Trustees to the Oklahoma Municipal Retirement Fund. The eight districts shall be as shown on the attached map, and shall be numbered one through eight. The Trustees may, from time to time, amend the district boundaries as necessary by adopting a resolution setting forth amended district boundaries. No amendment to district boundaries shall disqualify a Trustee from completing his or her unexpired term.

3.3 Number of Trustees and Nominations: The Trustees of this Trust shall be nine (9) in number. The Trustees shall be nominated by participating employer(s) located within the district boundaries of the district for which nomination is made, except one Trustee shall serve at-large, and such at-large Trustee may be nominated by any employer. Such nominations shall be made by resolution of the employer and shall be filed with the Trust Administrator between May 20th and June 30th, both inclusive, of each year for terms expiring in that year. No nominations received by the Trust Administrator after June 30th, shall be considered.

3.4 Elections: After June 30th, the Trust Administrator shall prepare a ballot listing thereon the names and a brief resume of the background and experience of all nominees for the office for which said Trustee was nominated, (i.e., the district or at-large), and shall forward on or before July 20th of each year by certified mail a copy of the ballot to the authorized agent of each employer. The governing body of each employer shall be entitled to cast by resolution one vote for each office to be filled, provided no vote shall be split or cast in any fraction or part of the whole. The resolution shall direct the authorized agent to indicate the results of its voting on the ballot furnished by the Trust Administrator, and to return the ballot to the Trust Administrator. The ballot shall be returned to the Trust Administrator between July 20th and August 30th of each year, and no ballots received by the Trust Administrator after August 30th shall be counted. The nominee from each district receiving the largest number of votes shall be elected to the office of Trustee for the respective district. In the event of a tie, the Trust Administrator shall, on or before September 10th, prepare a second ballot listing thereon the names of the nominees receiving such equal number of votes, following the same procedure as provided for the first ballot, the governing body of the employers shall again vote, and the nominee(s) receiving the largest number of votes shall be elected. Tie vote ballots shall be returned to the Trust Administrator on or before October 20th, and no ballots received after that date shall be counted.

A ballot signed by the authorized agent of an employer shall be conclusive evidence of the vote or votes cast by such employer.

The Trust Administrator shall notify the employers of the final results of the election as soon as same is determined, and the Trustees so elected shall take office on October 1st, except in the case of Trustees elected on a tie vote ballot, who shall take office on November 1st.

3.5 Transitional Provisions: In 1994, the Trustee for the “at-large” position shall be elected, and in 1995 the Trustee for District No. 2 shall be elected. The initial terms for the offices of Trustees after adoption of this amendment shall expire as follows:

<u>Trustee District</u>	<u>Expiration</u>
No. 1	1998
No. 2	1995
No. 3	1997
No. 4	1994
No. 5	1996
No. 6	1996
No. 7	1995
No. 8	1997
At-large	1994

As soon as possible after the effective date of this amendment, the two newly created Trustee offices from District No. 2 and the At-Large position shall be filled by appointment by a majority of the existing Trustees for terms expiring as follows: District No. 2 expires in 1995, and Trustee at-large expires in 1994.

3.6 Terms of Office: Except as provided in Section 3.5, the Trustees so elected under this Trust Agreement shall serve for terms of five years, or until their successors are qualified.

3.7 Bonding Requirements: Each Trustee and Successor Trustee serving hereunder at any time shall be covered by a corporate surety bond in an amount equal to at least ten percent (10%) of the total value of the Trust assets as determined at the close of the last fiscal year of the Trust, in favor of the Trust hereby created and conditioned upon the full and faithful performance of all duties, obligations, and responsibilities hereby imposed upon such Trustees, provided that no such bond shall be required in an amount in excess of \$500,000.00 per Trustee. The cost of expense of such bond, which may be in the form of a blanket bond, shall be considered a proper operating expense of the Trust and shall be paid from the segregated operating funds held by the Trustees.

3.8 Filling Vacancies: Any vacancies in the Trustees occurring during any year may be filled by appointment by the Chairman with confirmation by the affirmative vote of a majority of the Trustees then serving. Any Trustee so appointed and confirmed by the Trustees shall hold office for the remainder of the term of the vacating Trustee, subject to the other provisions hereof, and until the election and qualification of his successor. Trustees appointed under this section shall meet the qualifications set forth in Section 3.15 of this Trust.

3.9 Officers and Duties: The Trustees shall elect from their membership the following officers who shall serve for a term of one (1) year or until their successors are elected, but any officer shall be considered eligible for election to succeed himself:

Chairman: The Chairman shall be the chief executive officer of the Trustees, and shall preside at all meetings of the members of the Trustees, and shall, after appropriate resolution of the Trustees, sign all contracts, deeds, and other formal instruments on

behalf of the Trustees, and shall sign all checks disbursing any part of the segregated Trust Operating Fund held by the Trustees.

Vice-Chairman: The Vice-Chairman shall in the absence of or during the disability of the Chairman, have all the powers and perform all the duties of the Chairman.

Secretary: Under the direction of the Trustees the Secretary shall have charge of the records of all proceedings of the Trustees and shall record minutes of all meetings of the Trustees, and shall attest to the signature of the Chairman on all documents or instruments requiring such signature, and shall make such reports and certifications, and shall perform such other duties as are incident to his office or may be required of him by the Trustees. One or more Assistant Secretary may be elected by the Trustees.

Treasurer: The Treasurer shall certify to the accuracy of all statements and reports relating to the assets of the Trust and shall countersign all checks disbursing any part of the segregated Trust Operating Fund held by the Trustees.

3.10 Office, Records and Meetings: The Trustees shall establish an office or offices with suitable space for meetings of the Trustees and for use of the Trust Administrator and other administrative personnel. The Trustees shall maintain accurate and detailed records and accounts of all their transactions. All books and records of the Trustees, the Administrator, and the Trust shall be kept in such office or offices or in such other specified place or places as the Trustees shall designate for safekeeping and or convenient, ready reference. The Trustees shall hold meetings in such office or offices, on a regular basis once each month, and at such other times upon the call of the Chairman or a majority of the Trustees. All books and records, including the record of the Trustees' proceedings shall be available at all reasonable times for inspection or audit by any employer, employee, or other interested person or persons.

3.11 Meetings: The meetings of the Trustees of the Oklahoma Municipal Retirement Fund shall be subject to the Open Meeting Act.

3.12 Quorum: At any meeting of the Trustees the presence of a majority of the Trustees then serving shall be necessary to constitute a quorum for all purposes, and the act of a majority of the Trustees present at any meeting at which there is a quorum shall be the act of all the Trustees, except as may otherwise be specifically provided by law or by this Trust Agreement.

3.13 Compensation: No Trustee or Successor Trustee serving hereunder shall be entitled to receive any compensation for his services as such Trustee, but all such Trustees shall be entitled to reimbursement out of the Trust Operating Fund held by the Trustees of all reasonable expenses, including a reasonable travel allowance incurred in order to attend meetings of the Trustees or to perform other necessary and proper duties incident to the office of such Trustee.

3.14 Systems for Reference: Each employer shall deliver to the Trustees a copy of the System established by such employer and any amendment thereto for convenience of reference, but the rights, powers, titles, duties, discretions, and immunities of the Trustees shall be governed solely by this instrument without reference to such System.

3.15 Qualifications, Disqualification, and Limitations: Each person nominated, elected, or appointed to serve as Trustee of this Trust shall be at the time he is to take office an officer of the employer, member of the governing body of the employer, or an active or retired participant in the system. (Active or retired participant shall mean an employee with an account balance or benefit remaining in the system.) For the district offices the Trustee shall be an officer or member of the governing body of an employer located in the district represented by the Trustee, and in the case of a retired or active participant the Trustee's participation must be with an employer located in the district for which the Trustee serves.

Any Trustee shall immediately be disqualified upon failing to meet any of the criteria for qualification as set forth above.

ARTICLE IV

Trust Assets

4.1 Assets and Interests: The assets of this Trust shall consist of such assets and the income therefrom, including such contributions as shall from time to time be made to the Trustees by each Employer under its System, or property for which any of the same shall be exchanged or into which any of the same shall be converted, together with any other assets from time to time held hereunder by the Trustees. All legal right, title and interest in and to the assets of the Trust shall at all times be vested exclusively in the Trustees or their nominee and no Employee shall be deemed to have a severable ownership of any asset of the Trust or any right of partition or possession thereof, but each Employer shall have a proportionate undivided interest therein, based upon the number of units of participation and the value of other assets allocated to its account, sharing ratably with other Employers in the income, gains or losses.

4.2 Valuations: The Securities Custodian(s) shall appraise and place valuations upon the assets of the Trust held by it as of the month end with respect to the assets of each defined benefit System and on each Daily Valuation Date for each defined contribution System. The Recordkeeper(s) shall appraise and place valuations upon the assets of each defined contribution System and the individual participant accounts of each Daily Valuation Date. Any Trust assets not held by the Securities Custodian(s) shall be appraised and valued by the Trustees on said date.

The valuation of all assets of the Trust shall be both at cost and at the fair market value thereof as determined by reference to the best available source or sources in the opinion of the Securities Custodian(s) and the Trustee, and both the Securities Custodian(s) and Trustees may rely on figures, or statements appearing in any reputable publication purporting to state sales prices, market quotations, values, bid and asking prices, or any facts affecting values and upon the opinion of one or more persons familiar with the reasonable market value of any assets to be valued, and shall incur no liability for error in any such valuations made in good faith.

4.3 Units of Participation:

(1) Defined Benefit Systems. This paragraph shall apply solely to the valuation of defined benefit System assets. As of each valuation date the invested portion of the Trust assets in the hands of the Securities Custodian(s) shall be divided into units of equal value for convenience in determining the proportionate interest of the plan or System of each separate Employer and the proportionate interest of each such Employer shall be expressed by the number of such units allocated thereto. The initial value of each such unit shall be Ten Dollars (\$10.00) and thereafter its value shall be a fractional portion of the established valuation of all assets of the Trust in the hands of the Securities Custodian(s) using one (1) as the numerator of such fraction and the total number of units participating in the Trust as the denominator. The Trustees may from time to time cause the units of the Trust to be divided into a greater number of units of lesser value or cause them to be combined into a lesser number of units of greater value. Units of participation in the invested portion of the Trust assets in the hands of the Securities Custodian(s) shall not be evidenced by any form of certificate, but the Trustee shall maintain a record of the number of units outstanding allocated to each Employer.

(2) Defined Contribution Systems. This paragraph shall apply solely to defined contribution System assets. The units of participation method described in Section 4.3(1) above may be used to determine the proportionate interest of each defined contribution System in the portion of the Trust attributable to defined contribution Systems. Alternatively, the proportionate interest of each defined contribution System may be determined directly as the market value of all participant accounts of a defined contribution System on a given Daily Valuation Date compared with the total market value of all participant accounts of all defined contribution Systems on such Daily Valuation Date.

ARTICLE V

Trust Expenses

5.1 Repealed April 1, 1991

5.2 Costs and Expenses: All costs and expenses incurred in the operation, administration, investment, and management of the Trust shall be paid from the Trust assets for and on behalf of the employees or other beneficiaries participating in the system, by the Securities Custodian(s) from the funds in its possession. The Trustees shall have discretion to allocate costs and expenses among the participating Systems in a reasonable manner. Disbursements from the Trust for expenses shall be made only upon approval by the Trustees. Provided, the Trustees are authorized to charge costs for special participant record keeping and reports to the requesting participants or Employer. Provided further, the Trustees and the Recordkeeper(s) shall have discretion to charge an employee's account for reasonable expenses directly related to that account. Nothing herein shall authorize the payment of any funds from the Trust assets except those funds necessary to pay the reasonable and necessary expenses of the operation, administration; investment, and management of the Trust for the benefit of the participating employees and their beneficiaries.

5.3 Repealed April 1, 1991

5.4 Repealed April 1, 1991

5.5 Equipment and Supplies: The Trustees are authorized to purchase such equipment and supplies as they shall deem necessary for the efficient operation, administration, and management of the Trust. Such payments shall be considered an expense of the Trust and the equipment and supplies so purchased shall be an asset of the Trust and shall be held by the Trustees as such and no Employer shall be deemed to have severable ownership therein or any right of partition or possession thereof, but each Employer shall have proportionate undivided interest therein as specified in Article IV hereof.

5.6 Budget: The Trust Administrator shall prepare an annual budget to include all anticipated costs and expenses of the Trust. The budget shall be submitted to the Trustees for approval at the June meeting. Monthly statements showing expenses shall be submitted to the Trustees at each regular monthly meeting.

ARTICLE VI

Administration and Management

6.1 Trustees Responsible: The Trustees shall be responsible for the operation, administration and management of the Trust and shall determine the general investment policy to be followed in the investment of the Trust assets and shall approve all investments either before or after the same are made or by establishing a list of specified authorized securities and other investment media in which Trust funds may be invested in accordance with the general investment policy.

6.2 Appointment of Advisors and Others: In order to carry out the responsibilities hereby imposed upon them, the Trustees shall appoint such advisors, consultants, agents and employees, each of whom may be such individual, firm or corporation as shall be deemed necessary or advisable and approved by the Trustees. Such individuals, firms or corporations may be retained or employed in such manner and upon such terms as shall seem appropriate and proper to the Trustees, either by contract or retainer, by regular full or part-time employment or by such other arrangements as shall be satisfactory to the Trustees and shall be subject to such bonding requirements as shall be established by the Trustees. The fees, commissions, salaries or other compensation of such advisors, consultants, agents or employees shall be paid by the Trustees from the Trust Operating Fund.

6.3 Required Appointments: In addition to others which may from time to time be determined to be necessary, the Trustees shall appoint the following advisors, consultants, agents or employees who shall perform the duties and services indicated below and such other duties and services as may from time to time be requested or directed by the Trustees, and who shall be responsible to the Trustees and shall attend all regular meetings of the Trustees:

Trust Administrator: The Trust Administrator shall be responsible to the Trustees for the day to day operation of the Trust, and shall on behalf of the Trustees,

- 1) Be responsible for the transmittal of communications from the Trustees to the Employers.
- 2) Receive or directly submit to the Recordkeeper(s) payroll and employment reports from Employers and maintain current employment, earnings, and contribution data on each covered employee of each Employer.
- 3) Certify to any proper and interested party the amount and duration of benefits to be paid from the Trust Fund.
- 4) Coordinate the activities of all other advisors, consultants, agents or employees appointed by the Trustees.
- 5) Maintain all necessary records reflecting the operation and administration of the Trust and Trust Operating Fund and submit detailed reports thereof to the Trustees at each regular meeting of the Trustees and at such other time or times as requested by the Trustees.

6) Process all claims for payment of benefits or expenses for approval of the Trustees.

7) File on behalf of the Trustees such reports or other information as shall be required by any State or Federal law or regulation.

Investment Counsel: The Investment Counsel shall be a professional, impartial and experienced person, firm or corporation and shall advise and assist the Trustees in the formation of general investment policy and in the acquisition and sale of specific securities or other investment media. Duties include, but are not limited to, searches, monitoring, reporting and recommending hiring or terminating managers. The Trustees shall consult with Investment Counsel regarding all trust investments but shall be under no specific obligation to strictly adhere to the advice or recommendations of such counsel.

Security Custodian(s): The Securities Custodian(s) shall hold all stocks, bonds and other securities of the Trust on behalf of the Trustees and shall buy, sell, exchange or otherwise deal with or contract with reference to such stocks, bonds and other securities as directed by the Trustees or as directed by authorized parties. The Securities Custodian(s) shall also provide safekeeping of all such securities and shall collect and disburse the income or proceeds thereof as directed by the Trustees and shall maintain accurate records regarding all investments, receipts, and disbursements and shall submit detailed reports to the Trustees at each regular meeting of the Trustees and at such other time or times as requested by the Trustees. All stocks, bonds or other securities so held by the Securities Custodian(s) may be held in the name of the Trustees or in his or its name as nominee or in the name of a nominee serving on behalf of the Security Custodian(s).

Actuary: The Actuary shall advise and assist the management of the Trust and shall, so often as directed by the Trustees but at least biannually, compute from data furnished by the Trust Administrator the cost rate for the actuarial valuation reports to each Employer and to the Trustees concerning funding, cash flow and related requirements. All cost and actuarial valuation reports furnished by the Actuary shall be certified by a Fellow of the Society of Actuaries.

Auditor: The Auditor shall be engaged to perform such duties, examinations or other services and to render such reports as the Trustees may from time to time direct.

Legal Counsel: The Trustees may appoint legal counsel to render such advice or perform such legal services as may from time to time be deemed by the Trustees to be necessary or advisable in the operation of the Trust. Such legal counsel shall be a duly licensed attorney engaged in the active practice of law within the State of Oklahoma.

Recordkeeper(s): The Recordkeeper(s) shall provide systems and processes to receive and maintain participant records and data on behalf of each Employer which reflects all required fields of participant plan activity including but not limited to name, social security number, salary, plan contributions, employment date, interest earnings, taxable and non-taxable status of the funds and distribution activity.

ARTICLE VII

Retirement Committee and Authorized Agent

7.1 Retirement Committee: The System of each Employer provides and shall continue to provide for the appointment or election of a Board of Trustees to administer that System. Such Board of Trustees shall serve as and be hereinafter referred to as the "Retirement Committee" of such Employer. It shall be the duty of the "Retirement Committee" of each Employer to furnish the, Trust Administrator all necessary payroll and contribution information, to file claims on behalf of Employees, to see that all Employee and municipal contributions are forwarded promptly to the Trustees for investment, to determine eligibility of employees for participation and benefits, and to perform such other duties as shall be imposed thereupon by other provisions herein contained or by the System of such Employer.

7.2 Authorized Agent: In order to simplify the relationship between the Trustees and/or Trust Administrator and each Employer, each Retirement Committee shall designate an individual who may, but need not, be one of its members to serve as "Authorized Agent". The "Authorized Agent" shall furnish all necessary information on behalf of his municipality to the Trustees and/or Trust Administrator and shall be the proper person to receive all communications, correspondence or other information furnished by the Trustees or Trust Administrator to the particular Employer.

7.3 Notice to Trustees: Each Employer shall notify the Trustees of the name of the members of its Retirement Committee and shall furnish the Trustees a specimen of signature of each member of the Retirement Committee. The members of the Retirement Committee shall notify the Trustees of the name and business address of the Authorized Agent selected by the Committee.

7.4 Authority of Retirement Committee: Each Retirement Committee shall have complete authority to determine the existence, non-existence, nature and amount of the equitable rights and interests of all persons in the Trust assets, as such rights and interests affect its System. All directions by the Retirement Committee to the Trustees shall be in writing and signed by the Authorized Agent. Until notified of a change, the Trustees shall be fully protected in acting upon the assumption that the membership of the Retirement Committee and its Authorized Agent have not been changed.

ARTICLE VIII

Contributions

8.1 Trustees Accountable: The Trustees shall be accountable for all contributions received by them but shall have no duty to require any contribution to be made to them or to determine that the amounts received comply with the System of any Employer or to determine that the Trust assets are adequate to provide the benefits payable pursuant to any System.

8.2 Delivery to Trustees: Each Employer shall withhold from the compensation of each Employee covered by its System the portion of the total contribution to be made by such Employee pursuant to its System. On or before the fifteenth (15) day of each month, each Employer shall forward to the Trustees or other authorized parties the Employees' contributions so withheld during the immediately preceding month, together with the portion of the total contributions to be paid by the Employer pursuant to its System for such preceding month.

ARTICLE IX

Payments From Trust Assets

9.1 Direction by Retirement Committee: Payments of benefits to or for Employees shall be made from the Trust assets by the Trustees to such persons, in such manner, at such times and in such amounts as the Retirement Committee of each Employer shall direct. The Trustees shall be fully protected in making, discontinuing or stopping such payments from the Trust assets in accordance with the directions of the Committee. The Trustees shall have no responsibility to see the application of payments so made or to ascertain whether the directions of the Committee comply with the System of each Employer. When the Committee directs that any payment is to be made only during or until the time a certain condition exists regarding the payee, any payment made by the Trustees in good faith, without actual notice or knowledge of the changed status or condition of the payee, shall be considered to have been properly made by the Trustees and made in accordance with the direction of the Committee. If any such payment is made by a check mailed to the payee and such check is returned to the Trustee undelivered, or if the Trustees are otherwise unable to deliver any such payment to the payee, the Trustees shall promptly give notice thereof to the Committee.

9.2 Withholding and Releases: The Trustees are authorized, but not required, to withhold from distributions to any payee such sum as the Trustees may reasonably estimate as necessary to cover federal and state taxes for which the Trustee may be liable, which are, or may be, assessed with regard to the amount distributable to such payee. Upon discharge or settlement of such tax liability, the Trustees shall pay the balance of such sum, if any, to such payee or to his estate. Prior to making any payment or distribution hereunder, the Trustees may require such releases or other documents from any lawful taxing authority and may require such indemnity from any payee or distributee as the Trustees shall reasonably deem necessary for their protection.

9.3 Exemption of Assets--Restraints on Alienation:

(1) Assets Exempt. Except as otherwise provided in Section 9.3(2) of this Trust Indenture, the assets of the Trust shall be exempt from legal process, and distributions payable from the Trust assets shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, but excluding devolution by death or mental incompetency, including any such liability which is for alimony or other payments for the support of a spouse or former spouse or any otherwise relative of the Employee, prior to actually being received by the person entitled to the benefit under the terms of the System. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge, or otherwise dispose of any right to benefits payable hereunder shall be void. The Trustee and Trust assets shall not in any manner be liable for, or subject to the debts, contracts, liabilities, engagements, or torts of any person entitled to benefits hereunder. None of the System benefits or Trust assets shall be considered an asset of the Employee in the event of his divorce, insolvency, or bankruptcy.

(2) Qualified Domestic Relations Orders:

(a) The provisions of Section 9.3 of this Indenture shall not apply to a Qualified Domestic Relations Order as provided pursuant to this subsection.

(b) The term “Qualified Domestic Relations Order” means an order issued by the District Court of this State pursuant to the domestic relations laws of the State of Oklahoma which relates to the provision of marital property rights to a spouse or former spouse of a member, and which creates or recognizes the existence of an alternate payee’s right to, or assigns to an alternate payee the right to receive a portion of the benefits payable with respect to a member of the System.

(c) Each retirement plan administered by the Oklahoma Municipal Retirement Fund shall include rules and regulations for Qualified Domestic Relations Orders. Such rules shall be included as a part of each Tax Qualified Retirement Plan.

(3) Loans Secured by Participants Accrued Non-Forfeitable Benefits. Where specifically authorized by the employer's System, a loan may be made to a participant from the Trust, and such loan shall not be treated or construed as an assignment or alienation prohibited by this Section if such loan is secured by the participant's accrued, non-forfeitable benefit under the Plan, and satisfies the applicable requirements of the Plan and the Internal Revenue Code of 1986, as amended (including Section 72, and applicable amendments thereto). *(This paragraph was inadvertently omitted in the January 2007 version and reinserted in June 2011.)*

9.4 Payment of Taxes: The Trustees may pay any taxes or assessments which, in their opinion, are proper charges against the Trust, without liability for error judgment, and the Trustees shall be entitled to exoneration and reimbursement from the Trust for any taxes or assessments levied on or payable by them with respect to the Trust or any asset thereof or income therefrom. Any such taxes shall be apportioned or allocated to the accounts of the various Employers as the Trustees shall determine to be legal and equitable.

9.5 Benefit Payments: In order to provide a more efficient procedure for the payment of benefits, the Trustees may adopt other suitable means to issue such benefit payments and may authorize the Trust Administrator to issue the same, under such rules and regulations as the Trustees may adopt; provided, however, that any such adoption and authorization shall in no way reduce the liability of the Trustees or relieve them of any responsibility regarding the protection of Trust assets.

ARTICLE X

Investment of Trust Assets

10.1 Authorization of Trustees: The Trustees are authorized to invest and reinvest the Trust assets in such bonds, notes, debentures, mortgages, investment trust certificates, preferred or common stocks, interest in realties, leaseholds, fee titles, equipment trust certificates, royalties (including overriding oil and gas royalties whether measured by production or by gross or taxable income from property), or in oil and gas leases, oil payments or any other type of oil properties, and other forms of securities and/or investments permissible under applicable law, including securities of any Employer, as the Trustees may deem advisable and the Trustees may hold any portion of the Trust assets in cash pending investment or payment of expenses or benefits without liability for interest.

10.2 Limitation of Investments: Any provisions herein contained notwithstanding, no investment shall be made which is prohibited by the law of the State of Oklahoma and prior to making any investment in any security of any Employer, the Trustees shall secure a ruling from the Internal Revenue Service that such investment will not adversely affect the status of the Trust, unless occasion for such particular ruling shall be eliminated by statute, regulation or other determination of general application.

ARTICLE XI

Accounting and Mechanical Operation of the Trust

11.1 **Deposit of Contributions:** All contributions received by the Trustees from any Employer, including the portion thereof attributable to contributions by employees, shall be immediately deposited by the Trust Administrator in such depository as shall have been designated by the Trustees and credited to the account of the contributing Employer on the books of the Trust.

11.2 **Subsidiary Ledgers:** The Trust Administrator shall establish and maintain a subsidiary ledger for each Employee covered by the System of every Employer and shall accurately reflect therein the total amount of contributions made by such covered Employee pursuant to the System under which he or she is covered.

11.3 Investment of Funds:

(1) **Defined Benefit Systems.** This paragraph shall apply solely to defined benefit Systems. The Trustees shall deliver all or such portion as they deem proper, of the contributions held by them and credited to the account of an Employer to the Securities Custodian(s) for investment immediately upon determination by the Securities Custodian(s) of the value per unit of participation in accordance with Article IV hereof, as of the valuation date next following receipt of such contributions by the Trustees. The Securities Custodian(s) immediately upon receipt of such funds, shall proceed to invest the same pursuant to the directions of the Trustees, and shall allocate to each Employer, the appropriate number of units of participation determined by dividing the total amount of such funds delivered to it and credited to the account of such Employer by the value per unit of participation on such valuation date. Provided, however, if any contribution of an Employer is received by the Trustees subsequent to any valuation date but prior to the determination of the value per unit of participation as of such valuation date, the Trustees shall deliver all or such portion as they deem proper of such contribution to the Securities Custodian(s) for investment, immediately upon the determination by the Securities Custodian(s) of such value per unit of participation and the Securities Custodian(s) shall proceed to invest the same as above set out and shall allocate to the account of each such Employer an appropriate number of units of participation determined as above required but based upon the value per unit of participation as of such immediately past valuation date. In each event the Securities Custodian(s), immediately upon allocation of units of participation to the accounts of individual Employers, shall notify the Trust Administrator of such allocation and the Trust Administrator shall make appropriate entries in the books and records of the Trust.

(2) **Defined Contribution Systems.** This paragraph shall only apply solely to defined contribution Systems. The Trustees shall deliver all or such portion as they deem proper, of the net contributions held by them and credited to a defined contribution System Employer to the Securities Custodian(s) for investment. Such amounts shall be appropriately allocated to each investment option based on Employee elections. The investment of such funds shall be made as soon as reasonably practicable.

11.4 Liquidating Payments:

(1) Defined Benefit Systems. This paragraph shall apply solely to defined benefit Systems. The Trust Administrator shall notify the Securities Custodian(s) of the amount of any funds required by the Trustees for the purpose of making any benefit payments due under the System of any Employer. Immediately upon determination by the Securities Custodian(s) of the value per unit of participation, in accordance with Article IV hereof, as of the valuation date next following the receipt of such notice the Securities Custodian(s) shall liquidate for cash a number of the units of participation credited to the account of such Employer sufficient to produce the required funds and shall appropriately reflect such liquidation in its records. The funds so made available shall be delivered to the Trust Administrator for deposit and credit to the account of the appropriate Employer. The Securities Custodian(s) shall also furnish the Trust Administrator the information necessary to reflect such liquidation in the books and records of the Trust.

(2) Defined Contribution Systems. This paragraph shall apply solely to defined contribution Systems. The Recordkeeper(s) shall notify the Securities Custodian(s) of the amounts of each investment option required for the purpose of investing Employee contributions, trades or transfers and making benefit payments (including withdrawals, loans and transfers) to Employees. The Securities Custodian(s) shall sell a sufficient amount of each investment option to meet the payment obligations and deliver the funds to the Trust Administrator.

11.5 Records of Securities Custodian(s): In addition to any other records required of it, the Securities Custodian(s) shall at all times maintain accurate records of its receipts and disbursements and of the income, expenses, gains and losses earned or incurred by it in all transactions with relation to the Trust or any assets or investments thereof.

ARTICLE XII

Rights of Trustees

12.1 Enumeration of Rights: Subject only to other pertinent provisions of this Trust, and in addition to other enumerated rights, powers and privileges, the Trustees are further authorized and empowered:

To hold, manage, improve, repair and control all property, real or personal, at any time forming part of the Trust assets; to sell, convey, transfer, exchange, partition, lease for any term, even extending beyond the duration of this Trust, and otherwise dispose of the same from time to time in such manner, for such consideration and upon such terms and conditions as the Trustees shall determine; to vote any corporate stock either in person or by proxy, with or without power of substitution for any purpose;

To cause any property of the Trust to be issued, held or registered in the individual names of the Trustees, or in the name of a nominee, or in such form that title will pass by delivery, provided the records of the Trustees shall indicate the trust ownership of such property;

To exercise any conversion privilege or subscription right given to the Trustees as the owner of any security forming part of the Trust assets; to consent to, take any action in connection with, and receive and retain any securities resulting from reorganization, consolidation, merger, readjustment of the financial structure, sale, lease or other disposition of the assets of any corporation or other organization, the securities of which may be an asset of the Trust;

To employ such agents and counsel as may be reasonably necessary in managing and protecting the Trust and to pay them reasonable compensation from the Trust Assets; to settle, compromise, or abandon all claims and demands in favor of or against the Trust; to charge any premium on bonds purchased above par value to the principal of the Trust without amortization from the income of the Trust, regardless of any law relating thereto;

To exercise all the further rights, powers, options and privileges granted to, provided for, or vested in Trustees generally under the laws of the State of Oklahoma as amended from time to time, it being intended that, except as herein otherwise provided, the powers conferred upon the Trustees herein shall not be construed as in limitation of any authority conferred by law but shall be construed as in addition thereto; and

In addition to the enumerated powers herein, to do all other acts in their judgment necessary or desirable for the proper administration of the Trust.

12.2 Protection by Written Directions: The Trustees shall be fully protected in taking any action indicated by this instrument to be within the scope of the authority of any member of the Retirement Committee under the System of an Employer in accordance with any written instrument purporting to be signed by such person or persons authorized to sign for the Retirement Committee, which the Trustees, in good faith, believe to be genuine.

12.3 Advice of Counsel: The Trustees may consult with counsel in respect to any of their duties or obligations hereunder and shall be fully protected in acting or refraining from acting in accordance with the advice of such counsel.

12.4 Indemnification of Trustee: The Trustees shall incur no personal liability (except for their own gross negligence) for any act done or omitted to be done in good faith in the administration of the Trust, and the Trustees shall be indemnified and saved harmless by the Employers, or from the Trust, or both, from and against any and all liability to which the Trustees may be subjected by reason of any such act or conduct, including all expenses reasonably incurred in their defense.

ARTICLE XIII

Accounts of the Trustee

13.1 Inspection or Audit: The Trustees shall maintain accurate and detailed records and accounts of all transactions hereunder, which shall be available at all reasonable times for inspection or audit by each Authorized Agent or Retirement Committee as to its Employer's Trust share, or by any other person designated by the governing body of a participating Employer.

13.2 Reports to Auditors: The Trustees at the direction of any Employer shall submit to the auditors for such Employer, such valuations, reports, or other information as they may reasonably require.

13.3 Annual Audit: The Trustees shall cause an audit to be made of the Trust and Trust Operating Fund as of the end of each fiscal year thereof and as of such other date as the Trustees shall determine.

13.4 Written Accounts: Following the close of each fiscal year of the Trust, the Trustees shall file with each Employer a written account setting forth all transactions effected by them subsequent to the end of the period covered by the last previous annual account pertaining to the System of such Employer and listing the assets of the Trust relating to the System of such Employer at the close of the period covered by such account, at fair market value.

The fiscal year and annual accounting period of the Trust shall be the twelve-month period beginning July 1 and ending June 30 of the following year during the existence of the Trust. Such fiscal year accounting period shall not be changed except after approval by the Internal Revenue Service of the Trustees' application therefor.

13.5 Approval of Accounts: Upon the receipt by the Trustees of written approval of any such account, or upon the expiration of ninety days after delivery of any such account to the Authorized Agent of an Employer, such accounts (as originally stated if no objection has been theretofore filed by such Employer, or as theretofore adjusted pursuant to agreement between such Employer and the Trustees) insofar as it relates to the System of such Employer, shall be deemed to be approved by such Employer except as to matter, if any, covered by written objections theretofore delivered to the Trustees by such Employer regarding which the Trustees have not given an explanation, or made adjustments, satisfactory to such Employer, and the Trustees shall be released and discharged as to all items, matters and things set forth in such account which are not covered by such written objections as if such account had been settled and allowed by a decree of a court having jurisdiction regarding such account and of the Trustees, such Employer, its Retirement Committee and all persons having or claiming to have any interest in the Trust assets. The Trustees, nevertheless, shall have the right to have their accounts settled by judicial proceedings if they so elect, in which event the Employers or any of them, or their Retirement Committees and the Trustees shall be the only necessary parties.

13.6 Inquiry by Directors of the Oklahoma Municipal League: For the purpose of advising or making recommendations to participating Employers, the Board of Directors of the Oklahoma Municipal League may inquire into the accounts and activities of the Trustees at any

reasonable time and may conduct such audits or investigations as it shall deem advisable.

ARTICLE XIV

Resignation, Removal and Succession of Trustees

14.1 Removal by Withdrawing Employer: Any Employer, by resolution of its governing body, may remove the Trustees as the Trustees for its System, at any time and create or designate a separate trust and appoint a Successor Trustee or Trustees for its System. Such removal or appointment shall become effective when copies of said resolution certified by the appropriate officer of such Employer and an acceptance of the Trust signed by the Successor Trustee or Trustees so appointed is delivered to the Trustees. Upon such change being made, the Trustees shall, as soon after the valuation date next following receipt of such certified resolution and acceptance as is practical, deliver to the Successor Trustee or Trustees so appointed, an amount of cash equal to the ratable portion of the Trust assets allocated to the account of such Employer as of such valuation date together with a certified statement of all facts reasonably necessary to enable the Successor Trustee or Trustees to accept, hold, manage and distribute such trust assets. Thereupon the Trustees shall be fully discharged of all duties and liabilities in regard to such Employer and any employees thereof.

14.2 Resignation by Trustee: Any Trustee may resign as Trustee of this Trust by delivering to the other Trustees of this Trust a written resignation to take effect sixty days after the delivery thereof unless prior thereto the remaining Trustees shall have appointed a Successor Trustee as hereinbefore provided.

14.3 Applicability to Successor Trustees: All of the provisions set forth herein with respect to the Trustees shall relate to each Successor Trustee with the same force and effect as if such Successor Trustee originally had been named herein as Trustee.

14.4 Liability of Successor Trustees: No Successor Trustee shall be liable for the acts or omissions of any prior Trustee or be obliged to examine the accounts, records or acts of any prior Trustee or Trustees.

14.5 Removal by Majority of Employers: Any one or all of the serving hereunder at any time may be removed as such Trustee or Trustees by resolution or ordinance of the governing bodies of a majority of the participating Employers. In the event less than all of the Trustees of this Trust shall be so removed, the other provisions hereof shall govern the appointment or election of successors for those so removed.

14.6 Resignation or Removal of All Trustees: If all the Trustees shall at the same time be removed by such action or resign with no Successor Trustees having been properly elected to take office as of the effective date of such removal or resignation, the Directors of the Oklahoma Municipal League shall serve as temporary Trustees of this Trust until Successor Trustees have been elected and qualified under the provisions hereof.

ARTICLE XV

Termination

15.1 Termination of System by Participating Employer: The Trust created by this Indenture is intended to be permanent unless otherwise prohibited by law, and, in such event, it shall last only so long as one day short of the maximum time permitted by the statutes and laws of the State of Oklahoma. The Trust may, however, be terminated at any time by any Employer insofar as it relates to such Employer, in accordance with and as provided in its System pursuant to resolution of the governing body of such terminating Employer, by giving notice in writing to the Trustees, which notice shall recite the date upon which the termination shall be effective. After receipt of such notice the Trustees shall continue to hold, invest, administer, liquidate and distribute the portion of the Trust assets attributable to the System of each such terminating Employer pursuant to the provisions of its System and this Trust. The Trust shall terminate as to any Employer only when no assets of the Trust attributable to the System of the terminating Employer remain in the possession of the Trustee.

15.2 Distributions to Employer: In no event shall any assets be returned to any Employer except such, if any, which remain as the result of erroneous actuarial computation after the satisfaction of all fixed and contingent liabilities to persons entitled to benefits from the Trust.

15.3 Termination on Loss of Exemption: Notwithstanding any other provision herein contained, if at any time the System of any Employer has ceased to be entitled to tax exemption under the Internal Revenue Code, then such Employer shall automatically cease to be a participant in this Trust and the allocable portion of the Trust assets attributable to such Employer shall be segregated and distributed to the Treasurer of such Employer, for the use and benefit of its covered employees or their beneficiaries.

15.4 Loss of Membership in Oklahoma Municipal League: Any Employer eligible for membership in the Oklahoma Municipal League must be and shall remain a member in good standing of the Oklahoma Municipal League before being approved for participation in the Oklahoma Municipal Retirement Fund.

ARTICLE XVI

Amendments

16.1 Right to Amend: The Employers, only, shall have the right at any time or times to amend this Trust Indenture in whole or in part. Any amendment shall be approved by resolution or ordinance by the governing bodies of at least two-thirds of the Employers participating herein at the time of such amendment.

16.2 Copies of Amendments: A certified copy of each amendment to this Trust Indenture shall be delivered to each Employer by the Trustees.

16.3 Limitation on Right to Amend: No amendment shall be made to this Trust Indenture pursuant to the foregoing provisions which shall:

Make it possible, at any time prior to the satisfaction of all liabilities under the System of any Employer with respect to its employees and their beneficiaries, for any part of the Trusts assets to be used for, or diverted to, purposes other than for the exclusive benefit of employees of such Employer or their beneficiaries; or

Increase the duties or liabilities of the Trustees without their written consent; or

Be made effective retroactively to a date prior to the beginning of the fiscal year of the Trust in which it is adopted except amendments which are necessary to maintain without interruption, the qualification of the Trust or the System of any Employer for tax exemption under the Internal Revenue Code as amended from time to time and the regulations promulgated thereunder.

ARTICLE XVII

Controlling Law and Legal Actions

17.1 Controlling Law: This instrument shall be construed and enforced, and the Trust shall have a situs in and shall be administered according to the laws of the State of Oklahoma.

17.2 Severability of Provisions: If any of the provisions of this Indenture shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Trust Indenture, but shall be fully severable and the Trust Indenture shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein.

17.3 Legal Actions: The participating Employers shall have the authority either jointly or severally, but shall be under no duty to enforce this Indenture on behalf of any and all persons, having or claiming any interest in the Trust assets. In any action or proceeding affecting the Trust or the administration thereof, or for instructions to the Trustees, the participating Employers and the Trustees shall be the only necessary parties, and no Employees or former Employees of any participating Employer or their beneficiaries, or any other person having or claiming to have an interest in the Trust assets shall be entitled to any notice or process, and any judgment that may be entered in such action or proceeding shall be binding on all persons having or claiming to have any interest in the Trust assets.

ARTICLE XVIII

Adoption by Other Incorporated Cities and Towns

18.1 **Authorization and Procedure:** Any Employer as defined herein in the State of Oklahoma with employees now in existence, or hereafter formed which is not already an Employer under this Trust, may, with the consent and approval of the Trustees, by formal resolution or ordinance of its governing body adopt by reference the Trust hereby created, and as amended from time to time, and establish a System of which it is a part for all or any classification of persons in its employment. Such adoption shall be effectuated by and evidenced by a duly certified formal resolution or ordinance by the adopting Employer. It shall not be necessary for the adopting Employer to sign or execute the original or then amended Trust document. The effective date of the Trust for any such adopting Employer shall be that stated in the resolution or ordinance of adoption, which shall be the first day of its first System year, and from and after such effective date such adopting Employer shall assume all the obligations of an Employer hereunder and under its System, and shall be included within the meaning of the word "Employer" as defined herein. However, participation in the Trust by an adopting Employer shall be subject to such acceptance of the Trustees and shall be contingent upon a determination by the Internal Revenue Service that the participation by such Employer in the Trust constitutes a qualified plan and trust under Section 401(a) of the Internal Revenue Code of 1954, and upon such adopting Employer having entered into a written contract for the pooling of its pension and retirement funds for purposes of management and investment with those of other entities which are Employers hereunder. The administrative powers and control of the Trustees, as provided in the System and Trust, shall not be diminished by reason of the participation of any such adopting Employer in the Trust. Any Employer may withdraw from the Trust at any time without affecting other Employers not withdrawing by complying with the provisions of the Trust relating to termination of the Trust and Successor Trustees.

18.2 **Asset Management:** Nothing in this Trust Indenture shall be construed as prohibiting an Employer from entering into this Trust for the purposes of pooling its pension and retirement funds for purposes of management and investment of those funds with other employers participating in the trust, with such Employer reserving the right to adopt and administer its own separate retirement plan. The acceptance of such funds for management and investment only shall be subject to the acceptance by the Trustees and shall be contingent upon a determination that the participation of the Employer in the Trust does not affect the tax exempt status of the Trust as part of a qualified plan under Sections 401 and 501 of the Internal Revenue Code. The Trustees of this Trust shall determine and charge a fee to the Employer for the management and investment of its pooled funds.

ARTICLE XIX

Miscellaneous

19.1 Application of Funds: No person dealing with the Trustees shall be required or entitled to see the application of any money paid or property delivered to the Trustees, or to determine whether or not the Trustees are acting pursuant to authorities granted to them hereunder or to authorizations or directions herein required. The certificate of the Trustees that they are acting in accordance with this Indenture shall protect any person relying thereon.

19.2 Tax Status of Trust: The Trust is hereby designated as constituting a part of a plan intended to qualify and to be tax exempt under Section 401(a) and Section 501(a) respectively, of the Internal Revenue Code of 1954, as amended from time to time. Until advised otherwise, the Trustees may conclusively assume that this Trust is qualified under Section 501(a) of the Internal Revenue Code as amended from time to time, and that this Trust is exempt from federal income taxes.

19.3 Limitation of Interest: Neither the creation of this Trust nor anything contained in this Indenture shall be construed as giving any person entitled to benefits hereunder or other employee of any Employer any equity or other interest in the assets, business or affairs of any Employer.

19.4 Exclusive Benefit of Employees: It shall be impossible by operation of this Trust, by natural termination thereof, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement, or by any other means, prior to the satisfaction of any and all liability under the System with respect to Employees, retired Employees, or beneficiaries of deceased Employees, for any part of the Trust assets and the income therefrom to be used for or diverted to purposes other than for the exclusive benefit of such Employees, retired Employees, and such of their beneficiaries as may be entitled to benefits under the System of an Employer. Provided, however, termination of its System, an Employer shall receive such amount, if any, as may remain after the satisfaction of all liabilities under its System to its Employees and arising out of any variations between actual requirements and expected actuarial requirements. The Trustees shall, however, be under no obligation to see to the enforcement of this paragraph.

19.5 Separate Accounting for Contributions and Benefits: The Trustees shall be under obligation to record separately the contributions from each Employer made with respect to its System and the benefits paid under the System to its Employees upon instructions of its Retirement Committee.

19.6 Provisions Apply Separately: All provisions of this Indenture shall apply separately to each of the Employers.

19.7 Consolidation or Merger: Upon the liquidation, bankruptcy, insolvency, consolidation, or merger of an Employer to or with another governmental unit in which the Employer is not the surviving unit, the System of such Employer and the Trust as related to it will terminate and the Trust assets allocated to it will be held or distributed as herein provided, unless the successor to such Employer assumes the duties and responsibilities of such Employer

by adopting its System, or, by the establishment of a separate plan or System to which its pro rata share of the Trust assets shall be transferred and delivered as in the case of the removal of the Trustees by a withdrawing Employer.

19.8 Discretion of Trustees: The discretion or judgment of the Trustees, when exercised in good faith and with reasonable care under the circumstances then prevailing, shall be binding upon all persons.

19.9 Fractions of a Cent: Any fraction of a cent per unit of participation resulting from any computation hereunder may be disregarded or adjusted in such reasonable manner as the Trustees may determine.



MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

**FROM: LYNN BURROW
COMMUNITY DEVELOPMENT DIRECTOR**

**RE: CITY OF GLENPOOL RESOLUTION:
MUTUAL ASSISTANCE REQUEST FROM THE OKLAHOMA
FLOODPLAIN MANAGER'S ASSOCIATION**

DATE: APRIL 1, 2015

Background:

This is a request for consideration and possible action regarding the approval and passage of City of Glenpool Resolution No. 15-04-02. This proposed resolution covers a request to the Oklahoma Floodplain Managers Association (OFMA) for certain services that may become necessary in response to various forms disaster occurring within FEMA regulated floodplain areas inside the City corporate limits. OFMA has developed a volunteer group of specially trained responders that can be dispatched to communities affected by flooding and other disaster events within Special Flood Hazard areas. In Glenpool, assistance from the Disaster Response Team (DRT) would mainly come in the form of damage assessments concerning building structures involved with flooding, wild fires, or other disaster events impacting properties within the various Special Flood Hazard areas around the City. As a participating member of the National Flood Insurance Program (NFIP), the Floodplain Administrator appointed by the City is required to provide damage assessments for insurance purposes and to determine whether residential dwellings or commercial structures will be eligible for re-construction. Attached is a draft copy of the City Resolution required by OFMA to be approved by the City Council along with the corresponding 'pre-request' regarding future services that may be requested from the DRT to assist in these types of disaster recovery efforts.

Staff Recommendation:

As an active member of OFMA and the Disaster Response Team, Staff recommends approval of City Resolution 15-04-02. Staff is also requesting authorization be given to the Mayor to issue the 'pre-request' letter to OFMA regarding assistance that may become necessary in the recovery from future disaster events.

Attachments

RESOLUTION NO. 15-04-02

**A RESOLUTION OF THE CITY COUNCIL OF GLENPOOL, OKLAHOMA
TO APPROVE A MUTUAL AID REQUEST TO THE OKLAHOMA
FLOODPLAIN MANAGERS ASSOCIATION**

WHEREAS, the City of Glenpool, Oklahoma desires to pre-request mutual aid assistance from the Oklahoma Floodplain Managers Association in the event that it suffers damage due to flooding (fire, windstorm, tornado, other) in the Special Flood Hazard Area.

NOW, THEREFORE BE IT RESOLVED by the City Council for the City of Glenpool, Oklahoma that they hereby authorize and direct the Mayor to execute a letter to the Oklahoma Floodplain Managers Association to pre-request mutual aid assistance from their Disaster Response Team in the event that Glenpool ever suffers damage due to flooding (fire, windstorm, tornado, other) in the Special Flood Hazard Area.

Passed and approved this 6th day of April, 2015.

CITY OF GLENPOOL, OKLAHOMA

Momodou Ceesay, Mayor

ATTEST:

Susan White, City Clerk

[SEAL]

APPROVED AS TO FORM:

Lowell Peterson, City Attorney



DATE: _____, 2015

Mr. Bill Smith, PE
Oklahoma Floodplain Managers Association
P.O. Box 8101
Tulsa, OK 74101-8101

Re: Request for Future OFMA Disaster Relief Team Assistance

Mr. Smith,

The City of Glenpool, Oklahoma desires to pre-request the assistance of the Oklahoma Floodplain Managers Association (OFMA) Disaster Response Team in the event that it suffers damage due to flooding (fire, windstorm, tornado, other) in any FEMA regulated Special Flood Hazard Area within the City corporate limits.

Please consider this letter as serving to request the future assistance of the OFMA Disaster Response Team (DRT) to assist local officials with property damage assessment and other disaster response functions that may become necessary at some future date.

In making this request, the City of Glenpool agrees to indemnify and hold harmless OFMA and its DRT, its agents and assigns, and any persons who participate in DRT related activities for any actions or inactions during the course of any future disaster response. Furthermore, the City of Glenpool agrees and declares that any actions that may be taken by any of the above-referenced personnel in the course of providing future assistance are to be considered duly authorized actions of the City of Glenpool.

The City of Glenpool has designated the following City Staff member as the primary point of contact for the OFMA Disaster Response Team should future assistance be requested for any specific event:

Lynn Burrow, PE
Community Development Director
Floodplain Administrator
(918) 322 5409
lburrow@cityofglenpool.com

If OFMA assistance is requested in response to a future disaster event, please contact Mr. Burrow to arrange details of your arrival. Mr. Burrow will then arrange for meetings with other City Staff and Emergency Management personnel for the purpose of scoping and coordinating your involvement in damage assessment and other disaster recovery efforts.

Thank you in advance for your assistance regarding any future effort to recover from a disaster event.

Sincerely,
The City of Glenpool

Momodou Ceesay
Mayor

CC: J. Gavin Brady
Oklahoma State National Flood Insurance Coordinator
Roger Kolman – City Manager

Attachment: City of Glenpool Resolution No.: 15-04-02

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: RICK MALONE, CITY PLANNER

RE: RESOLUTION TO DECLARE APRIL 2015 "FAIR HOUSING MONTH"

DATE: April 6TH, 2015

BACKGROUND:

We have received a request from Steve Boettcher with INCOG asking the City of Glenpool to declare April 2015 "Fair Housing Month". The funds for the Community Development Block Grant program come from Tulsa County CDBG Urban County through the U.S. Department of Housing and Urban Development. Over the years, the City of Glenpool has been the recipient of several CDBG grants from this program, namely, the Senior Citizen Building Renovation, the Gazebos In Black Gold Park, the Streetscape for 141st Street and the new Senior Citizen Bus.

In addition, the City of Glenpool is also a member of the Metropolitan Tulsa HOME Consortium, another source of HUD funding. One of the policies regarding these funds is that the grant recipients must implement an action to further fair housing for each year of funding they receive.

RECOMMENDATION:

Staff Recommends adopting a resolution to declare April 2015 "Fair Housing Month."

ATTACHMENTS:

1. Letter from INCOG
2. Resolution 15-04-04



Regional Partners — Regional Solutions

2 West Second Street Suite 800 | Tulsa, OK 74103 | 918.584.7526 | www.INCOG.org

M E M O R A N D U M

TO: Glenpool City Council
FROM: Steve Boettcher, INCOG
DATE: March 12, 2015
RE: April as Fair Housing Month

The funds for the Community Development Block Grant program which have been granted to the City of Glenpool come from the Tulsa County CDBG Urban County through the U.S. Department of Housing and Urban Development. In addition, the City of Glenpool is a member of the Metropolitan Tulsa HOME Consortium, another source of HUD funding.

One of the policies regarding these funds is that the grant recipients must implement an action to further fair housing for each year of funding they receive. One of the simplest ways to accomplish this is to declare April as *Fair Housing Month* in the recipient's jurisdiction. Cities and Towns may accomplish this by adopting a resolution. This action will meet the program requirements for the current year's funding.

RESOLUTION 15-04-04

A RESOLUTION PROCLAIMING APRIL 2015 AS
FAIR HOUSING MONTH

WHEREAS, in April of 1968 one of the Nation's most important pieces of civil rights legislation- Title VIII of the Civil Rights Act of 1968- was adopted by the U.S. Congress; and

WHEREAS, Title VIII prohibits a wide range of discriminatory housing practices; and

WHEREAS, the Fair Housing Amendments Act of 1988 strengthens the mandate to each community to affirmatively further fair housing; and

WHEREAS, communities receiving Community Development Block Grant funds and HOME funds are uniquely situated to positively impact housing opportunities; and

WHEREAS, in affirmatively furthering fair housing, CDBG and HOME communities are required to actively promote wider housing opportunities for all racial and ethnic groups while maintaining a nondiscriminatory environment in all aspects of the public and private housing market within their jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Glenpool wholeheartedly proclaims April 2015 as Fair Housing Month in Glenpool, Oklahoma.

ADOPTED this 6th day of April, 2015.

Momodou Ceesay
Mayor, City of Glenpool

ATTEST: (seal)

Susan White, City Clerk



To: HONORABLE MAYOR AND CITY COUNCIL
From: Roger Kolman, City Manager
Date: April 6, 2015
Subject: Application for \$179,204.00 of Glenpool's Allocation from Surplus Vision2025 Proposition 2 Funds for the Purpose of Constructing a Wastewater Lift Station Facility at 2402 West 121st Street, Glenpool, Oklahoma

Background:

As the Council is aware, the Tulsa County Vision Authority resolved, on November 5, 2014, to determine which additional projects shall be funded with excess funds generated from the Tulsa County sales tax approved September 9, 2003, in Propositions 2-4, inclusive, (the "Vision Sales Tax"). The Authority previously increased funding to the City of Tulsa for the purpose of completing the BOK Center and Cox Convention Center projects in the amount of \$45,500,000.00. In connection with that allocation, the Authority determined that the next \$45,500,000.00 in excess Vision Sales Tax funds would be allocated by the Authority to the remaining beneficiary communities of Tulsa County, including Glenpool.

By resolution dated October 27, 2014, the Authority had previously determined that there will be excess funds generated by the Vision Sales Tax in an amount of at least \$45,500,000.00 and that the first \$45,500,000.00 of such excess funds will be allocated to projects for the benefit of the beneficiary communities.

The funds are to be directed to the following purposes and in the indicated amounts:

Proposition 2, capital improvements for economic development	\$3,021,470
Proposition 3, education, health care and events facilities	\$16,502,470
Proposition 4, capital improvements for community enrichment	\$25,976,000

The Authority allocated the above amounts for each proposition to fund projects for the benefit of the beneficiary communities based upon the population of such communities residing in Tulsa County, to the total population of all such communities in Tulsa County.

The proportionate share for Glenpool is as follows:

Proposition 2, capital improvements for economic development	\$179,204
Proposition 3, education, health care and events facilities	\$978,762
Proposition 4, capital improvements for community enrichment	\$1,540,641

The communities have the opportunity to submit specific project requests to INCOG on behalf of the Authority until June 1, 2015. INCOG will report to the Authority and, following a public hearing, the Authority will consider each request.

The attached application and resolution are in the form required by INCOG. If Glenpool is awarded the available Proposition 2 funds for the lift station project, the City's contribution will be approximately \$85,796, to complete the project for the estimated cost figure of \$265,000.

Staff Recommendation:

Staff recommends that the Council approve the attached Vision2025 funding application in the amount of \$179,204 to be applied to the costs of the proposed lift station project and authorize the Mayor to execute the Resolution indicating the Council's approval.

Attachments:

- Proposed Vision2025 Funding Application
- Resolution 15-04-05

Vision2025

Foresight 4 Greater Tulsa

PROPOSAL APPLICATION

Project Sponsor: City of Glenpool, OK

Type of Entity: Municipal Government

Brief Project Description:

[Need details for the Longhorn lift station project and how it will contribute to the Project 2 purpose of promoting economic development.]

See Exhibit A for more detailed description of Project.[LP1]

Project elements include:

- Engineering design for [LP2] lift station.
- [LP2]

The City will supplement Vision 2025 funding with available capital improvement bond funds for this Project[LP3].

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

The City Council of the City of Glenpool confirmed project support by Resolution adopted April 16, 2015. See attached.

Cost Estimate: \$265,000.00

Proposed Schedule: [LP4]

Project Location:

Property located at 2402 West 121st Street, Glenpool, Oklahoma, on which the City of Glenpool possess a general utility easement.

See Exhibit B for legal description.

See Exhibit C for aerial view.[LP4]

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

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

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

No.

If so, how?

N/A

What is the primary goal of the proposed project?

The City needs to expand its sewage flow capacity with respect to
[REDACTED].[LP5]

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

The estimated project cost is \$265,000.00. Our portion of Proposition 2 Vision funds, pursuant to the Resolution adopted by the Trustees of the Tulsa County Vision Authority on November 5, 2014, is \$179,204.00. The City will provide the balance of the Project cost from available bond funds.

Are these funds committed?

Yes.

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

Yes.

If so, what is the source of those funds?

The Glenpool Utility Services Authority Fund derives revenues from utility fees and is utilized to construct and maintain capital infrastructure.

What is the intended public benefit of the proposed project?

This project will provide additional sewage flow capacity needed for
[REDACTED].[LP6]

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

N/A

EXHIBIT "A"

[Narrative description of the Lift Station Project.]

EXHIBIT "B"

LEGAL DESCRIPTION OF PROPERTY DESIGNATED FOR LIFT STATION SITE

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

EXHIBIT “C”

AERIAL VIEW OF LIFT STATION SITE

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

CITY COUNCIL OF THE CITY OF GLENPOOL, OKLAHOMA

RESOLUTION NO. 15-04-05

A RESOLUTION OF THE CITY OF GLENPOOL, OKLAHOMA, DECLARING ITS SUPPORT AND APPROVAL OF THE CITY'S APPLICATION FOR VISION 2025 PROPOSITION 2 FUNDING FROM TULSA COUNTY, IN THE AMOUNT OF ONE HUNDRED SEVENTY-NINE THOUSAND, TWO HUNDRED AND FOUR AND NO/100 DOLLARS (\$179,204.00) FOR THE CONSTRUCTION OF A WASTEWATER LIFT STATION FACILITY ON A GENERAL UTILITY EASEMENT BELONGING TO THE CITY AT 2402 WEST 121ST STREET, GLENPOOL, OKLAHOMA, TULSA COUNTY, FOR THE PURPOSE OF PROMOTING ECONOMIC DEVELOPMENT OF THE CITY OF GLENPOOL BY FACILITATING OTHERWISE UNSERVICEABLE AREAS FOR RESIDENTIAL AND COMMERCIAL GROWTH

WHEREAS, on September 9, 2003, the City of Glenpool and Tulsa County voters approved Vision 2025 "Proposition 2" funding for the purpose of promoting economic development; and

WHEREAS, additional Proposition 2 Vision 2025 funds are now available in the amount of one hundred seventy-nine thousand, two hundred and four and no/100 dollars (\$179,204.00) for capital funding of a City of Glenpool wastewater lift station facility to be located on a general utility easement belonging to the City of Glenpool at 2402 West 121st Street, Glenpool, Tulsa County.

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

- § 1. *The City Council of the City of Glenpool declares its support and approval of the City's application for Vision 2025 Proposition 2 Funding from Tulsa County, in the amount of one hundred seventy-nine thousand, two hundred and four and no/100 dollars (\$179,204.00) for capital funding of the City of Glenpool's wastewater lift station facility to be located on a general utility easement belonging to the City of Glenpool at 2402 West 121st Street, Glenpool, Oklahoma, Tulsa County.*

ADOPTED and APPROVED by the City of Glenpool City Council on this 6th day of April 2015.

Momodou Ceesay, Mayor

ATTEST:

Susan White, City Clerk

APPROVED:

Lowell Peterson, City Attorney

**NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
REGULAR MEETING**

A Regular Session of the Glenpool Utility Service Authority will begin at 6:00 p.m. immediately following the Glenpool City Council meeting, on Monday, April 6, 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 approve minutes from March 2, 2015.
 - 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.
 - 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.
(Lynn Burrow, Community Development Director)
 - 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)
 - 5) Discussion and possible action to enter into Executive Session.

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.

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



March 2014
Monthly Operations Report
And
Historical Data Tracking Report

Prepared For the City of Glenpool Ok



Created by:
Severn Trent Services

Report



Date: April 1, 2015
To: City of Glenpool
From: Matt Lail, Severn Trent Project Manager
Subject: March 2015 Monthly Report, &
Historical Data Tracking

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

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

Please find enclosed the monthly operations report for March 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, and
- VI. Wastewater Treatment Plant Chemical and Electrical Usage Summary.

I. Overview of Month,

- Completed 107 service orders.
- Meter reading was delayed due to inclement weather, 107 re-reads, & 8 blue tags.
- Completed 7 new service taps, & 13 meter swaps.
- We had 15 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		
Service Orders	157	144	183	173	171	100	107	1,035	148
Turn Offs	90	161	121	108	263	147	105	995	142
Re-Reads	134	90	123	296	368	233	107	1,351	193
Blue Tags	12	13	9	14	23	15	8	94	13
New Construction	5	5	14	5	8	20	7	64	9
Meter Swaps	16	7	9	14	8	4	13	71	10
Sewer Backups	0	1	0	2	1	2	1	7	1
Sewer Overflows	0	1	0	0	1	0	0	2	0
Animal Control Calls	26	19	28	40	12	18	15	158	23
WWTP Excursions	0	0	0	0	0	0	0	0	0
Water Excursions	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	\$22,758.71	\$177,700	\$25,386

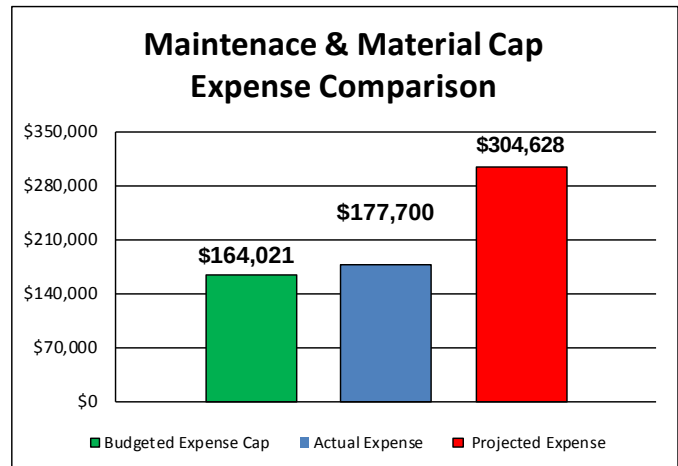
Average Service/Work Orders Performed Per Month	
Service Orders	148
Turn Offs	142
Re-Reads	193
Blue Tags	13
Service Taps	9
Meter Swaps	10
Average Monthly Total	516

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	\$13,678.52
Budgeted Expense Cap	\$164,021.16
Actual Expense	\$177,699.68
Projected Expense	\$304,628.02

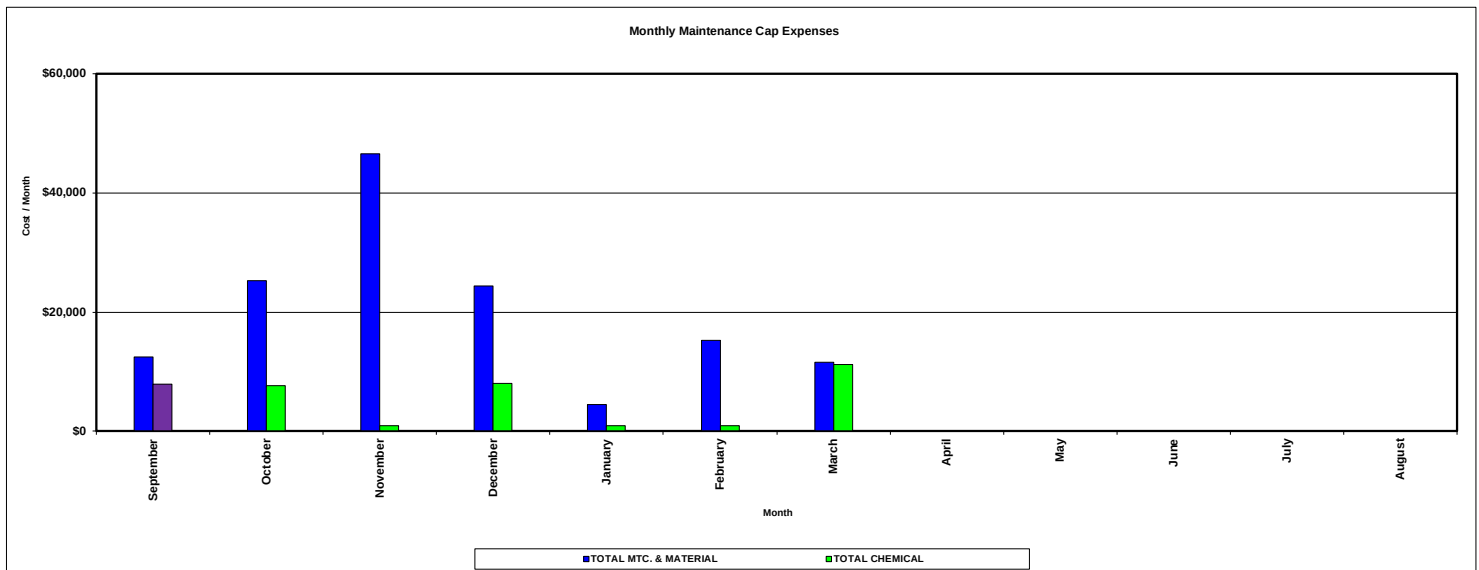


III. Monthly Maintenance & Material Cap Expense Summary,



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	\$4,465.99						\$51,822.19	\$7,403.17
Glenpool Material	\$8,951.20	\$18,965.72	\$39,809.27	\$26,736.25	\$3,403.67	\$9,718.66	\$18,292.72						\$125,877.49	\$17,982.50
TOTAL MTC. & MATERIAL	\$12,503.93	\$25,240.59	\$46,563.45	\$24,420.16	\$4,528.91	\$15,293.85	\$11,612.15						\$140,163.04	\$20,023.29
TOTAL CHEMICAL	\$7,944.50	\$7,709.82	\$916.23	\$7,987.07	\$916.23	\$916.23	\$11,146.56						\$37,536.64	\$5,362.38
TOTAL MAINTENANCE CAP	\$20,448.43	\$32,950.41	\$47,479.68	\$32,407.23	\$5,445.14	\$16,210.08	\$22,758.71						\$177,699.68	\$25,385.67
% of TOTAL MC	12.5%	20.1%	28.9%	19.8%	3.3%	9.9%	13.9%						108.3%	15.5%



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 Bio-Monitoring was completed in the month of March, and there

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

- Challenges:
 - Inclement weather caused us to read meters on weekends, and late into the evenings during the read cycle. However; we completed the route cycles, and had a very low number of re-reads for the month.
- Call-Outs:
 - We had several callouts for the month. Several were due to the storm on March 25th.
- Lift Stations:
 - The rehabilitation / modification of Longhorn lift station is progressing, and should be complete by the 15th of March. The station was placed on line March 28th, but experienced problems with the controls. The temporary pump was placed back on line, and the controls were repaired.
 - The Fern Lift Station had one pump motor burn up. The pump/motor will be taken to the shop for rebuilding.
- Plant / Equipment Issues:
 - We did experience one issue with the blowers at the wastewater treatment plant. The operator replaced an air relief valve.
 - On March 28th we received a call from Bixby requesting the use of our sewer machine. Their lagoon was overflowing, and their jet rodder was mal-functioning. A crew was sent over with the jet rodder to assist, and they were able to get the blockage cleared.
 - Cowen Engineering began some preliminary work regarding collection of information for the sludge study.
- Meter:
 - On March 12th at 1:00 PM we had a meeting with a representatives from Metron-Farnier, and Verizon Wireless. The meeting was informational regarding an automatic meter reading alternative that uses Verizon Wireless Cell phone technology. Those in attendance included myself, Susan White, and Lynn Burrows.
- Miscellaneous:
 - Severn Trent Central Region Projects held a quarterly business meeting at the Glenpool Conference Center.
- Personnel:
 - We have two meter reader positions available currently.

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 Pounds	DOSE mg / L	BLEACH \$ / Gallon	BLEACH COST	38% BISULFITE Pounds	DOSE mg / L	BISULFITE P/G \$ / Gallon	BISULFITE COST	ELEC MTR KW	RAIN INCHES
2013	MAY	27.908	941	4.0	\$1.18	\$8,912.18	342	1.5	\$2.97	\$2,670.03	125,000	4.80
	JUN	24.329	757	3.7	\$1.10	\$6,658.30	234	1.2	\$2.97	\$1,832.49	112,300	2.80
	JUL	20.998	550	3.1	\$1.10	\$4,842.20	229	1.3	\$2.97	\$1,790.91	117,000	4.30
	AUG	22.309	411	2.2	\$1.10	\$3,612.40	234	1.3	\$2.97	\$1,832.49	120,700	2.90
	SEP	19.517	359	2.2	\$1.10	\$3,161.40	117	0.7	\$2.97	\$917.73	91,000	2.70
	OCT	21.106	258	1.5	\$1.17	\$2,410.34	117	0.7	\$2.97	\$917.73	100,500	4.73
	NOV	21.619	928	5.1	\$1.17	\$8,687.25	173	1.0	\$2.97	\$1,348.38	97,800	1.46
	DEC	23.632	405	2.1	\$1.17	\$3,789.63	173	0.9	\$2.97	\$1,348.38	102,000	1.79
2014	JAN	22.261	220	1.2	\$1.25	\$2,203.75	230	1.2	\$2.97	\$1,796.85	117,600	0.07
	FEB	19.486	871	5.4	\$1.25	\$8,705.00	342	2.1	\$2.97	\$2,670.03	115,000	1.11
	MAR	22.566	677	3.6	\$1.25	\$6,770.00	345	1.8	\$2.97	\$2,693.79	125,200	4.80
	APR	22.270	198	1.1	\$1.28	\$2,028.80	115	0.6	\$2.97	\$896.94	119,800	2.29
	MAY	21.590	674	3.7	\$1.28	\$6,897.92	115	0.6	\$2.97	\$899.91	120,900	2.64
	JUN	23.445	856	4.4	\$1.28	\$8,762.88	115	0.6	\$2.97	\$899.91	118,000	3.52
	JUL	22.281	713	3.8	\$1.28	\$7,301.12	115	0.6	\$2.97	\$899.91	119,300	4.53
	AUG	21.888	700	3.8	\$1.31	\$7,337.31	232	1.3	\$2.97	\$1,814.67	108,800	1.67
	SEP	21.095	675	3.8	\$1.31	\$7,074.00	124	0.7	\$2.97	\$965.25	114,100	2.88
	OCT	26.047	391	1.8	\$1.31	\$4,095.06	194	0.9	\$2.97	\$1,517.67	114,500	5.43
	NOV	22.684	340	1.8	\$1.33	\$3,620.26	194	1.0	\$2.97	\$1,514.70	97,800	1.84
	DEC	23.741	356	1.8	\$1.33	\$3,789.17	195	1.0	\$2.97	\$1,526.58	127,700	1.51
2015	JAN	23.837	238	1.2	\$1.33	\$2,536.31	48	0.2	\$2.97	\$374.22	129,500	0.54
	FEB	21.293	266	1.5	\$1.33	\$2,830.24	64	0.4	\$2.97	\$498.96	117,100	2.11
TOTAL		495.902				\$116,025.52				\$56,743.53	2,511,600	60.42
AVERAGE		22.541	536	2.9	\$1.24	\$5,273.89	184	1.0	\$2.97	\$1,289.63	114,164	2.75

MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
REGULAR SESSION
March 2, 2015

The Regular Session of the Glenpool Utility Services Authority was held at 7:18 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 7:18 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 February 2015 as well as historical data for comparison. Mr. Lail assured the Trustees that the improper meter reading that occurred a few cycles earlier has been addressed and will not happen in the future.

D) Scheduled Business

1) Discussion and possible action to approve minutes from February 2 and February 17, 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.

E) Adjournment.

- There being no further business, Chairman Ceesay declared the meeting adjourned at 7:28 p.m.

Date

Chairman

ATTEST:

Secretary



MEMORANDUM

**TO: BOARD OF TRUSTEES
GLENPOOL UTILITY SERVICES AUTHORITY**

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

**RE: PROPOSAL FOR: CITY OF GLENPOOL WASTEWATER
TREATMENT FACILITY LAGOON SLUDGE STUDY**

DATE: MARCH 10, 2015

BACKGROUND

This item is for Board consideration and action regarding the review and approval of a certain professional engineering services proposal submitted by The Cowan Group Consulting Engineers in Tulsa. The attached proposal was solicited by City Staff regarding work necessary to perform an engineering study, laboratory analysis, and associated recommendations related to sludge accumulation in the existing lagoon at the City's wastewater treatment facility. Attached is a copy of the annual Compliance Evaluation Inspection Report issued by ODEQ in May of 2014. This annual report is a summary of several issues discovered during their yearly field inspection of the City's wastewater treatment facilities. The high-lited sections in the report describe the issue of discolored and turbulent discharge effluent noted during the field inspection performed in April 2014. As noted in the attached copy of the corresponding response letter issued to ODEQ, this particular issue is acknowledged and states that the City will commission an investigative analysis during the succeeding year. This analysis would investigate the amount of sludge that has accumulated in the treatment plant's lagoon over the last 20 -25 years in an attempt to determine what impact (if any) this amount of sludge may or may not have on the overall function of the plant and resulting effluent quality.

The attached copy of an engineering proposal from Cowan Group Engineering Consultants details a scope of work necessary to accurately determine the volume of sludge existing in the lagoon along with a laboratory chemical and biological analysis of this material. The proposal also includes a summary of findings and any recommended modifications to the plant's daily operations. However, the main goal of this study is to address the concerns ODEQ expressed as to effluent color and turbidity in last year's inspection report. The report summary will also determine whether further analysis and/or some type of formal sludge removal and disposal program is warranted. The report summary will be issued to ODEQ accordingly.

Staff Recommendation:

Based on a careful evaluation of the engineering services outlined in proposals received, not only from the Cowan Group, but several other sources, Staff feels The Cowan Group represents the most economical and best qualified consultant to perform the tasks necessary to produce this type of Sewer Sludge Study. Therefore, Staff recommends approval of the proposal for engineering related services in a total amount not to exceed \$11,500.00 and authorization for the City Manager to enter into a contract with the Cowan Group for the services described therein. Payment for this work is proposed to be made from funds from existing Revenue Bounds currently being held in escrow for this type of public improvement.

Attachments:

- A. Cowan Group Professional Services Proposal
- B. ODEQ Annual Inspection Report.
- C. City of Glenpool Response Letter



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

May 5, 2014

Momodue Ceesay, Chairman
Glenpool Utility Services Authority
P.O. Box 70
Glenpool, Oklahoma 74033-0070

Re: **FY 2014 NPDES Compliance Evaluation Inspection**
Glenpool Utility Services Authority Wastewater Treatment Facility
OPDES Permit No. OK0027138
Facility No. S-20430

Dear Mr. Ceesay:

Enclosed is a copy of the report resulting from the NPDES Compliance Evaluation Inspection conducted at the Glenpool Utility Services Authority (Authority)'s Wastewater Treatment Facility (WWTF) by Department of Environmental Quality (DEQ) personnel on March 27, 2014. The purpose of the inspection was to evaluate the wastewater facility for compliance with the State-issued OPDES Permit.

The following violations and/or deficiencies were noted during the inspection:

Recordkeeping and Reporting Evaluation

- The bench sheet for total residual chlorine (TRC) was missing the analytical method used;
- Some bench sheets were missing information, such as dates/times of analysis;
- All bench sheets were kept in file folders instead of a bound volume, making it possible to remove, lose, and/or insert pages; and
- Chain-of-custody sheets should have temperatures of the samples at the time of relinquishing

Operations and Maintenance

- The concrete pad outside of the headworks needs to have a containment wall in order to contain the leak from the trash dumpsters;
- The water in the final polishing basin was turbid and brownish in color, probably due to solids not settling properly and/or sludge carry-over;
- There was an accumulation of trash and debris in both effluent wet wells; and
- The Authority reported eight (8) unpermitted discharges in the year prior to the CEI.



Self Monitoring

- The Authority was collecting grab samples for influent wastewater in lieu of flow-proportioned six-hour composite influent samples as required by OAC 252:606, Appendix A - Minimum Control Tests for Wastewater Treatment Facilities; and
- Bench sheets for pH and TRC showed that most of the samples were tested more than 15 minutes after samples were collected.

Laboratory

- According to plant personnel, no gel standard was used for calibration verification of the colorimeter used for TRC testing;
- WWTF laboratory personnel are not performing the Quality Assurance/Quality Control analyses of the samples analyzed for pH, dissolved oxygen, and TRC as required by the approved methods cited on the laboratory bench sheets; and

Effluent/Receiving Water Observations

- The effluent from the WWTF was turbid and brownish in color; and
- The receiving stream was turbid and brownish in color around the outfall.

Note: 40 CFR 136.7, QA/QC, requires facilities to use suitable QA/QC procedures when conducting compliance analyses with any Part 136 chemical method or an alternative method specified by the City/Authority. These QA/QC procedures are generally included in the analytical method or may be part of the methods compendium for approved Part 136 methods from a consensus organization. For example, the Standard Methods for the Examination of Water and Wastewater (*Standard Methods*) contains QA/QC procedures in the Part 1000 section of the *Standard Methods* Compendium. The Authority shall follow these QA/QC procedures, as described in the method or methods compendium. For more information and other available options for QA/QC, please refer to 40 CFR 136.7 and *Standard Methods*.

Within thirty (30) days of the date of this letter, the Authority needs to take whatever corrective action is necessary to correct the violations cited herein. A report detailing the corrective actions taken is needed for documentation purposes by DEQ within thirty (30) days. If an item cannot be corrected within thirty (30) days and that item is not already covered under an existing enforcement order, the report must include a schedule for correction of that item.

Glenpool Utility Services Authority WWTF
FY 2014 NPDES Compliance Evaluation Inspection
Facility No. S-20430
May 5, 2014
Page 2 of 2

Please study the report for recommended improvements and take whatever steps necessary for correction of the violations. Contact me at (405) 702-8125 or write me at the letterhead address should you have any questions or comments.

Sincerely,



Hebert Bokhru, P.E., District Engineer
Municipal Wastewater Enforcement Section
Water Quality Division

HB/PR/md TA/CG

Enclosure: As stated

cc: ✓ Lynn Burrow, P.E., Community Development Director, City of Glenpool
Chad Keller, ECLS, Tulsa DEQ Office
Rick Austin, Regional Manager, ECLS, DEQ

SECTION K - LABORATORY (CONT'D)

2. IF ALTERNATIVE ANALYTICAL PROCEDURES ARE USED, PROPER APPROVAL HAS BEEN OBTAINED ☐ Y ☐ N ☐ N/A
3. SATISFACTORY CALIBRATION AND MAINTENANCE OF INSTRUMENTS AND EQUIPMENT (See comments) ☐ Y ☐ N ☐ N/A
4. QUALITY CONTROL PROCEDURES ADEQUATE (See comments) ☐ Y ☐ N ☐ N/A
5. DUPLICATE SAMPLES ARE ANALYZED 100% OF THE TIME (See comment) ☐ Y ☐ N ☐ N/A
6. SPIKED SAMPLES ARE ANALYZED 100% OF THE TIME (See comment) ☐ Y ☐ N ☐ N/A
7. COMMERCIAL LABORATORY CERTIFIED ☐ Y ☐ N ☐ N/A

LAB NAME	Tulsa Health Dept., #9916	Huther and Associates, Inc., #9505
LAB ADDRESS	4616 E. 15 th Street Tulsa, Oklahoma 74112	1156 North Bonnie Brac Denton, Texas 76201
PARAMETERS PERFORMED	BOD ₅ , TSS, Fecal Coliform	Biomonitoring

SECTION L - EFFLUENT/RECEIVING WATER OBSERVATIONS ☐ S ☐ M ☐ U ☐ N/A (FURTHER EXPLANATION ATTACHED Yes)

OUTFALL NO.	OIL SHEEN	GREASE	TURBIDITY	VISIBLE FOAM	FLOAT SOL.	COLOR	OTHER
001	None	None	Some	None	None	Brown	-

RECEIVING WATER OBSERVATIONS: The receiving stream was turbid and brownish downstream of the outfall.

SECTION M - SLUDGE DISPOSAL

SLUDGE DISPOSAL MEETS PERMIT REQUIREMENT ☐ S ☐ M ☐ U ☐ N/A (FURTHER EXPLANATION ATTACHED Yes)

DETAILS: (See comments)

1. SLUDGE MANAGEMENT ADEQUATE TO MAINTAIN EFFLUENT QUALITY ☐ Y ☐ N ☐ N/A
2. SLUDGE RECORDS MAINTAINED AS REQUIRED BY 40 CFR 503 ☐ Y ☐ N ☐ N/A
3. SLUDGE LAND APPLIED IN ACCORDANCE WITH 40 CFR 503 AND OAC 252:606 ☐ Y ☐ N ☐ N/A

SECTION N - SAMPLING INSPECTION PROCEDURES ☐ S ☐ M ☐ U ☐ N/A (FURTHER EXPLANATION ATTACHED No)

1. SAMPLES OBTAINED THIS INSPECTION ☐ Y ☐ N ☐ N/A
2. TYPE OF SAMPLE OBTAINED: GRAB ☐ COMPOSITE ☐ METHOD ☐ FREQUENCY: ☐
3. SAMPLES PRESERVED ☐ Y ☐ N ☐ N/A
4. FLOW PROPORTIONED SAMPLES OBTAINED ☐ Y ☐ N ☐ N/A
5. SAMPLE OBTAINED FROM FACILITY'S SAMPLING DEVICE ☐ Y ☐ N ☐ N/A
6. SAMPLE REPRESENTATIVE OF VOLUME AND NATURE OF DISCHARGE ☐ Y ☐ N ☐ N/A
7. SAMPLE SPLIT WITH PERMITEE ☐ Y ☐ N ☐ N/A
8. CHAIN OF CUSTODY PROCEDURES EMPLOYED ☐ Y ☐ N ☐ N/A
9. SAMPLES COLLECTED IN ACCORDANCE WITH PERMIT ☐ Y ☐ N ☐ N/A

Glenpool Utility Services Authority WWTF
FY 2014 NPDES Compliance Evaluation Inspection
OPDES Permit No. OK0027138
Facility No. S-20430
March 27, 2014

Comment Sheet

According to plant personnel, no gel standard was used for calibration verification of the colorimeter used for TRC testing. Plant personnel must start to use the gel standard for calibration verification.

WWTF laboratory personnel are not performing the Quality Assurance/Quality Control (QA/QC) analyses of the samples analyzed for pH and TRC as required by the approved methods cited in the laboratory bench sheets. QA/QC analyses must be performed for all laboratory analyses required by the OPDES Permit.

Section L – EFFLUENT/RECEIVING WATER OBSERVATIONS

The effluent from the WWTF was turbid and brownish in color. WWTF personnel should make any necessary operational changes to ensure the wastewater is properly treated.

The receiving stream was turbid and brownish in color around the outfall.

Section M – SLUDGE DISPOSAL

The WWTF an aerated discharging lagoon system, which does not require the removal of sludge, so the sludge is retained in the lagoon system. However, due to nature of the discharge during the inspection, the Authority may need to inventory the amount sludge in the system and remove it, if necessary. Removal of sludge requires a general permit from DEQ.



August 20, 2014

Mr. Hebert Bokhru, P.E.
District Engineer
Municipal Wastewater Enforcement Section
Water Quality Division
Oklahoma Department of Environmental Quality (ODEQ)
707 North Robinson
P.O. Box 1667
Oklahoma City, Oklahoma 73101-1677

Re: Glenpool Utility Service Authority (GUSA)
Wastewater Treatment Facility No.: S-20430
OPDES Permit No. OK 0027138
Inadequate Response - FY 2014 NPDES Compliance Evaluation Inspection (CEI) Report

Mr. Bokhru,

As requested, please consider this communication an official response to your letter dated July 30, 2014 regarding remaining issues not adequately addressed in a previous reply submitted by GUSA related to the referenced CEI Report.

The initial response by GUSA was dated June 9, 2014 and included certain statements addressing various issues identified in the original CEI Report. One of the response statements in question pertained to effluent from the Glenpool Waste Water Treatment Facility being turbid and brownish in color as observed during the on-site inspection performed by ODEQ on March 27, 2014. The initial GUSA response stated that many factors can influence appearance, i.e., sunlight, cloudiness, shadows, refractory issues, receiving stream conditions, recent rainfall etc. The response also stated that a split sample of effluent was taken from the outfall discharge during the inspection and was offered to the ODEQ Inspector (yourself) for further analysis.

In the July 30th letter, you state that the ODEQ does not agree with the above response and makes the following comments:

ODEQ COMMENT:

The receiving stream (Arkansas River) clearly shows that a different water color exists downstream of the effluent outfall (see attached photo taken during the inspection). This photo shows discharge effluent that appears to contain a certain level of suspended solids mixing with the flowing stream water in the river.

GUSA RESPONSE:

GUSA does not dispute that there is a visual difference between the receiving river stream water and the wastewater treatment plant discharge effluent. As previously stated, it is GUSA's contention that there are a number of factors that can contribute to the appearance observed in the photograph. Additionally, it is the position of GUSA that a Total Suspended Solids (TSS) analysis on a sample of the effluent at the point of discharge is the most scientific method used to determine compliance with TSS limits listed in the current Discharge Permit issued for the treatment facility. As you are aware, the effluent discharge from the treatment facility is sampled and analyzed weekly to determine compliance with permitted discharge limits. The TSS analyses on the effluent composite samples taken prior to, and following, the ODEQ on-site inspection were performed by our third-party contract laboratory. Please refer to the attached copies of the weekly and monthly monitoring reports which tabulate and list those laboratory test results. As you will note, the results for the TSS testing and analysis indicate the effluent samples were and continue to be consistently below the permitted limit.

However, while the required weekly and monthly testing regiment continues to demonstrate that the effluent discharged from the treatment facility is within the permit limits for TSS, GUSA also recognizes the need to be concerned about other sources contributing to the discoloration of the effluent. As you are aware, the Glenpool facility has been in continuous operation since the mid-1980's, basically functioning as an aerated primary discharging treatment lagoon. While the facility has been modified and upgraded several times during its history regarding forced aeration and now chemical treatment for excess ammonia, the primary lagoon has never been subjected to any type of sludge removal. Based on an operating duration of more than twenty five (25) years, we are confident that the accumulation of sludge is likely to the point that its presence may have an effect on the color and odor of the effluent being discharged from the facility - even though it's overall performance regarding TSS is within the discharge permit parameters.

At this time GUSA would like to suggest that an engineering study be undertaken to determine what level and volume of sludge accumulation exists in all of the various aeration cells of the lagoon. Based on the results of that type of study, it should be relatively easy to determine a course of action necessary to remove at least a portion the existing sludge accumulation and develop some type of routine removal program to address future sludge build-up during the balance of the facility's useful life. GUSA also recognizes the fact that, at the point the growth of Glenpool is such that the resulting increase in sewer treatment requirements exceeds the daily discharge volume allowed under the current discharge permit, an entirely different mechanical/chemical treatment facility will be needed to accommodate additional future growth.

GUSA would like to propose initiating that type of engineering study and analysis to be undertaken during the next twelve month ODEQ inspection cycle to determine the existing level of sludge accumulation. Such study would also outline a sludge removal program designed to adequately assess and address the situation. The results of the study and related recommendations would be submitted to ODEQ for review and comment prior to commissioning any initial sludge removal or the incorporation of a periodic removal process on some type of routine basis as part of the basic operation of the facility. Please comment with any suggestions in this regard in order to initiate the study in the near future.

ODEQ COMMENT:

Regarding the split sample; I chose not to accept the split sample because I could not be assured that its collection and preservation adhered to DEQ's quality assurance guidelines.

GUSA RESPONSE:

GUSA has no response comment – only as stated above, the laboratory monitoring reports indicate all prior and post onsite inspection test results are in compliance with our effluent discharge permit limits pertaining to TSS.

Thank you for allowing us the opportunity to respond to your comments, and if you have any questions regarding the above response statements and suggested course of action concerning sludge assessment and potential remediation, please do not hesitate to contact myself at 918 693 0667 or Lynn Burrow (City Engineer) at 918 209 4613 or by email at: lburrow@cityofglenpool.com

Sincerely,
Glenpool Utility Services Authority

Momodou Ceesay,
Chairman

CC: Roger Kolman, City Manager
Lynn Burrow, P.E., Community Development Director
Chad Keller, ECLS, Tulsa DEQ Office
Rick Austin, Regional Manager, ECLS, DEQ
Matt Lail, STES Project Manager

Attachments;



March 5, 2015

Mr. Lynn Burrow, P.E., CFM
Director of Community Development
12205 South Yukon Avenue
Glenpool, OK 74033

**RE: CITY OF GLENPOOL/GLENPOOL UTILITY SERVICES AUTHORITY
WASTEWATER PLANT STUDY PROPOSAL**

Dear Mr. Burrow:

I am pleased to submit the proposal for the above referenced project. I have enclosed four (4) copies. Please execute all copies and return two (2) to me.

Should you have any questions, please do not hesitate to contact the undersigned.

Respectfully,

COWAN GROUP ENGINEERING, LLC

A handwritten signature in blue ink that reads 'Kenneth D. Schwab'.

Kenneth D. Schwab, P.E., CFM
Tulsa Operations Manager/Chief Engineer

KDS/as
Enclosures



March 4, 2015

Mr. Lynn Burrow, P.E., CFM
Director of Community Development
12205 South Yukon Avenue
Glenpool, OK 74033

**RE: CITY OF GLENPOOL/GLENPOOL UTILITY SERVICES AUTHORITY
WASTEWATER PLANT STUDY PROPOSAL**

Dear Mr. Burrow:

Pursuant to our conversations, Cowan Group Engineering, LLC (CGE), Consultant, appreciates your interest in our company and welcomes the opportunity to present a proposal to you and the City of Glenpool/Glenpool Utility Services Authority, Owner, for professional engineering services for the above referenced project.

GENERAL PROJECT BACKGROUND

The following serves as background information concerning this proposal:

- Project Name – Wastewater Plant Lagoon Study
- Project Owner – City of Glenpool/Glenpool Utility Services Authority
- Owner Contact – Mr. Lynn Burrow, P.E., CFM, Community Development Director
- Project Description – Provide sludge and wastewater quality testing directly related to the wastewater treatment processes currently implemented at the plant, as well as subsequent engineering investigative analyses and corresponding evaluations specifically related to the production and potential reduction of ammonia.
- Project Deliverable – Technical Report providing an investigation and examination of the current wastewater treatment process along with recommendations to reduce the ammonia production specifically designed to reduce the chlorine added in the post-chlorination process, if possible. The report shall include all testing data and results as well.

GENERAL OBLIGATIONS

- Owner to provide all record drawings and plant studies and evaluations specifically related to the wastewater treatment facility;
- Owner to provide all pertinent test information and reporting data, such as Oklahoma Department of Environmental Quality (ODEQ) reports including, but not limited to, Daily Monitoring Report (DMR) and Monthly Operations Report (MOR); and
- Consultant shall provide routine correspondence and conduct general progress meetings with Owner.

PROJECT UNDERSTANDING

Our proposal for services is based on the following understanding. Presently the Owner owns and operates a wastewater treatment facility in which the wastewater is biologically treated and processed in a lagoon that is permitted to discharge to the Arkansas River through a sufficiently long effluent system. The Owner is currently

reducing the amount of ammonia/nitrogen produced within the lagoon and the corresponding effluent discharge system through means of post-chlorination.

The Owner has observed an increased production in ammonia/nitrogen levels specifically corresponding to the colder seasons of the year. This increased ammonia/nitrogen production directly impacts the amount of chlorine added to the wastewater effluent in order to achieve proper discharge requirements.

The Owner desires to evaluate the community's current wastewater treatment processes implemented, specifically the biological processes that occur within the treatment plant's lagoons, primarily in an attempt to determine the potential causes of increased ammonia/nitrogen production during the colder seasons with the direct potential to reduce the ammonia production, thereby, reducing the post-chlorination effort required to discharge.

SCOPE OF SERVICES

The Owner has identified a need to examine, investigate and evaluate the city's wastewater treatment processes, specifically as it relates to ammonia/nitrogen production in the lagoon facilities. The Scope of Services below is detailed in order to provide the required wastewater quality testing and subsequent engineering analyses and evaluation effort necessary to accomplish the above study. It is understood that project administration and management aspects are expected to be a part of and included within each task, such as regularly scheduled progress meetings and routine project correspondence.

Task One – Wastewater Quality/Sludge Production Testing

- Conduct Wastewater Quality Testing:
 - Obtain Dissolved Oxygen (D.O.) concentrations of the waste water and of the sludge within the lagoon noting the date/time and temperature associated with each sample;
 - Obtain pH values of the sludge noting the date/time and temperature associated with each sample;
 - Obtain BOD concentration of wastewater samples taken at the lagoon discharge site.
- Perform Sludge Production Testing:
 - Incorporate the attached proposal from Accurate Environmental to determine the depth and character of the sludge blanket along the floor of the lagoon.

Task Two – Wastewater Treatment Process Examination and Evaluation

- Investigate current wastewater treatment processes employed by the Owner.
- Examine the wastewater quality of the effluent discharge at the point of discharge in the lagoon.
- Evaluate the efficiency and effectiveness of the processes employed.
- Quantitatively analyze and define the volume of the sludge present in the lagoon.
- Qualitatively analyze and evaluate the potential impacts associated with the sludge.
- Attend meeting with Owner and Department of Environmental Quality, if requested.
- Develop a report discussing the observations and results of the examination and evaluation
- Submit three (3) draft copies of the Wastewater Treatment Evaluation Report to Owner for review.
- Address Owner comments and submit three (3) final copies of the Wastewater Treatment Evaluation Report to Owner for acceptance and/or approval.

ADDITIONAL SERVICES

Other design services that are not strictly identified or specifically associated with the completion of the agreed upon Project Understanding and subsequent Scope of Services shall be considered as additional services. Additional services shall include Owner directed work that is clearly outside of the base contract and agreed upon in writing by both parties. The fee structure for additional services shall be based on time and expense effort unless otherwise negotiated prior to services being rendered. Refer to Attachment "B". Additional services may include the following, but not limited to:

- Government Agency fees, including but not limited to construction permitting and land filling fees;
- Additional Wastewater or Water Quality Testing not specifically identified;
- Specific Wastewater System Design/Engineering Services for Construction Drawing preparation not specifically stated in Agreement or mutually agreed to in writing; and
- Evaluation of non-wastewater treatment processes associated with the plant.

BASE CONTRACT FEE STRUCTURE (as outlined Scope of Services)

TASK	SCOPE OF SERVICES DESCRIPTION	FEE
1	Wastewater Quality and Sludge Production Testing	\$6,500
2	Wastewater Treatment Process Examination and Evaluation	\$5,000
	TOTAL:	\$11,500

SCHEDULE

Upon execution of the Notice to Proceed, the Consultant shall complete the above tasks and submit a draft report defining the potential approach and progress within 30 days from the Notice to Proceed. Final report shall be submitted within 15 days of receiving the Owner's written comments pertaining to Draft Report.

REIMBURSABLE EXPENSES

The following expenses shall be considered as reimbursable expenses:

- Application and Review Fee(s) to Applicable Government Agency
- Travel expenses to include lodging, transportation & meals pre-approved by Owner
- Plotting and reproduction for special (non-progress) meetings, presentations and submittals outside of project duties
- Board mounted presentation graphics

COMPENSATION

For BASIC CONTRACT engineering services performed under this agreement, the Owner shall pay the Consultant a **Lump Sum amount of \$11,500** including reimbursable expenses as defined in the TOTAL BASE CONTRACT FEE STRUCTURE. Consultant will invoice on a monthly interval, and invoices are due and payable within 30 days of date of invoice. Invoices past due are subject to interest at the rate of 1½% per month. Specialized printing, additional deliverables and review/permit/application fees will be considered as an Owner direct expense and will be billed to you at the actual costs.

If you concur with this proposal, please execute and date the attached Notice to Proceed (NTP), then return stating your approval for Cowan Group Engineering to begin work on this project. This proposal will become void after 60-days from the date submitted.

ATTACHMENTS

As a supplement to this proposal please find the following documents:

- **Attachment "A"** – Project Overview and Limits
- **Attachment "B"** – CGE 2015 Hourly Rate Schedule
- **Attachment "C"** – Cowan Group Engineering, LLC General Conditions for professional services

- Attachment "D" – Consent of Members
- Attachment "E" – Sub-Contract Proposal

Should you have any questions, please do not hesitate to contact the undersigned, as we want to ensure that we have a clear understanding of the project. Again, thanks for the opportunity to serve you.

Respectfully,
COWAN GROUP ENGINEERING, LLC



Kenneth D. Schwab, P.E., CFM
Tulsa Operations Manager/Chief Engineer

Enclosures: 5

NOTICE TO PROCEED

The terms identified in the Wastewater Plant Study proposal submitted to the City of Glenpool/Glenpool Utility Services Authority are understood and accepted as a binding contract. By accepting this proposal you are also agreeing to Cowan Group Engineering, LLC GENERAL CONDITIONS (PROFESSIONAL SERVICES) attached to this proposal.

By: _____
(Signature)

For: _____
(Organization)

Date: _____

ATTACHMENT "A"

PROJECT LIMITS



ATTACHMENT "B"



2015 Professional Hourly Rates

Professional Services

Principal	\$170.00
Chief Engineer	\$165.00
Associate	\$160.00
Senior Project Manager	\$156.00
Project Manager	\$149.00
Senior Project Engineer	\$137.00
Project Engineer	\$126.00
Engineer Level I	\$100.00
Engineer Level II	\$110.00
Engineering Technician I	\$86.00
Engineering Technician II	\$94.00
CAD Technician	\$70.00
Survey Manager	\$126.00
Survey Crew	\$149.00
Survey Crew - Scanner	\$250.00
Field Services Manager	\$88.00
Construction Services Administrator	\$105.00
Resident Project Representative	\$85.00
Administrative	\$95.00
Clerical	\$61.00

Expenses:

Xerox Copies Letter or Legal	\$0.15 per copy
Xerox Copies Ledger	\$0.25 per copy
Plot Prints	\$0.75 per S.F.
Color/Mylar Plot Prints	\$1.75 per S.F.
Mileage	\$0.56 per mile

The rates and expenses described may be revised annually

ATTACHMENT " C "
COWAN GROUP ENGINEERING, LLC
GENERAL CONDITIONS (PROFESSIONAL SERVICES)

1. **Services.** This Agreement is entered into between **Client** and **Cowan Group Engineering, LLC** ("Consultant") wherein Client engages Consultant to provide professional services ("Services") in connection with the project described in the proposal ("Project") to which these General Conditions are attached. Client agrees that services not specifically described in the Scope of Services identified in Consultant's proposal are covered by this Agreement but, at the Consultant's discretion, may require an amended Scope of Services and will require additional compensation to Consultant. This Agreement, including the proposal, these General Conditions, Consultant's Addenda and Fee Schedule, represents the entire Agreement between the parties and supersedes any and all agreements between the parties, either oral or in writing, including any purchase or work order issued by Client.

2. **Payment.** Client shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment fee of 1 ½% per month from the date of invoice. Additionally, Consultant may, upon five (5) calendar days' notice to Client, suspend all Services until paid in full and may terminate the Agreement.

3. **Work Product.** Services provided under this Agreement, including all drawings, reports, information, recommendations, or opinions ("Services") prepared or issued by Consultant, are for the exclusive use and benefit of Client or its agents in connection with the Project, are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project. Client will not distribute or convey such Reports to any other persons or entities without Consultant's prior written consent which shall include a release of Consultant from liability and indemnification by the third party. Consultant's Services, field data, and other work products are part of Consultant's professional services, do not constitute goods or products and are copyrighted works of Consultant. However, such copyright is not intended to limit the Client's use of its work product in connection with the Project.

4. **Standard of Care.** Consultant will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession practicing in the same locality under similar circumstances at the time the services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

5. **Construction Observation.** If included in the Services, Consultant's services during construction shall be limited to observation of construction operations. Consultant shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction, or the safety procedures employed by Client's contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the Contractor's work may occur. Client shall hold its contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees, shall notify Consultant at least twenty-four (24) hours in advance of any observations required by the construction documents.

6. **Client Responsibilities.** Client shall bear sole responsibility for (a) jobsite safety; (b) notifying third-parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project site; and Client shall cooperate with all requests by Consultant, including obtaining permission for access to the Project site. Client releases Consultant from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Consultant shall immediately stop work in the affected area and report the condition to Client.

7. **Electronic Media.** Because data stored on electronic media can deteriorate undetected or be modified without Consultant's knowledge, the Client accepts responsibility for the completeness or readability of the electronic media.

8. **Dispute Resolution.** The parties shall attempt resolution of any dispute arising under or related to this Agreement by mediation. Notwithstanding the foregoing, in the event of Client non-payment, Consultant may, at its sole option, waive mediation. Either party may demand mediation by serving a written notice on the other party stating the essential nature of the dispute. The mediation shall be conducted in accordance with the AAA Construction Industry Mediation Rules then in effect within forty-five (45) days from the service of notice. The parties shall share the fees equally. If mediation fails, either party may institute litigation in the state or federal court of the county in which Consultant's office issuing the proposal is located. The prevailing party shall be entitled to attorneys' fees, cost, including costs incurred in the mediation and costs of enforcement of any judgment. The parties expressly waive any statute of limitations for a longer period of time and agree that any action shall be brought within one year from the date of Consultant's final invoice. The parties expressly waive any and all rights to a trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other with respect to any matter relating to, arising out of or in any way connected with this Agreement.

9. **Changed Conditions.** If during the course of performance of this Agreement conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and Consultant shall be paid for its services through the date of termination.

10. **Governing Law.** The laws of the State where the Agreement was entered into shall govern interpretation of this Agreement. If any term is deemed unenforceable, the remainder of the Agreement shall stay in full force and effect.

ATTACHMENT "D"

CONSENT OF MEMBERS

COWAN GROUP ENGINEERING, LLC

Consent of Members

The undersigned, being all of the Members of COWAN GROUP ENGINEERING, LLC, an Oklahoma Limited Liability Company, hereby authorize, consent to, approve and ratify the execution by KENNETH D. SCHWAB, PE on behalf of COWAN GROUP ENGINEERING, LLC of bid proposals, contracts, affidavits and related documents

DATED, this 11 day of September, 2014



Name printed: JEFF D. COWAN

Title: CEO



505 South Lowry Street
Stillwater, OK 74074
Phone: (405) 372-5300
Fax: (405) 372-5396

Quote

DATE:	3/4/2015
QUOTE #	CG030415
Customer ID	Cowan Group
Valid Until:	4/3/2015

Prepared by: Andy Hutson
andy.hutson@accuratelabs.com

Customer

Kenneth Schwab
Cowan Group Engineering
5416 S. Yale, Suite 210
Tulsa, OK 74135
(918) 949-6171

DESCRIPTION	Quantity	AMOUNT
Sludge Profile Survey, Sampling, and Reporting	1	4,300.00
BOD (performed on sludge)	3	135.00
DO (performed on sludge (3), performed on wastewater (1))	4	80.00
pH (Performed on sludge)	3	75.00
Percent Solids (difference is moisture content)	1	25.00
Sludge Dry Density	1	50.00
Total Solids	1	20.00
Volatile Solids	1	20.00
Sludge Classification (geometric mean of 7 composited FC samples)	1	315.00
503 Metals	1	285.00
Pan Nutrients	1	170.00
Full TCLP No Pest or Herb	1	975.00

Subtotal \$ 6,450.00

TERMS AND CONDITIONS

1. Customer will be billed after indicating acceptance of this quote
2. Payment will be due upon delivery of service and goods
3. Please fax or email the signed price quote to the address above

Customer Acceptance (sign below):

x _____

Print Name:

TOTAL Due \$ 6,450.00

If you have any questions about this price quote, please contact
Andy Hutson at (800) 516-5227

Thank You For Your Business!



MEMORANDUM

**TO: CHAIRMAN AND BOARD MEMBERS
GLENPOOL UTILITY TRUST AUTHORITY**

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

**RE: ODEQ PERMIT TO CONSTRUCT WATERLINE SERVING SOUTHSIDE
INDUSTRIAL PARK - SUNDOWN MARINE**

DATE: MARCH 31, 2015

BACKGROUND

This item is for Board consideration and action regarding public acknowledgement verifying the receipt of ODEQ Permit No. WL000072150003. This permit covers the installation of approximately 870 lf of 8" diameter waterline providing domestic and fire protection water service to the Sundown Marine project in Southside Industrial Park near 158th & US Highway 75. Upon completion, the Developer will request GUSA acceptance and ownership of this waterline improvement. Acknowledgement of the receipt of this construction permit by the municipality is an Oklahoma Department of Environmental Quality requirement.

Staff Recommendation:

Staff recommends formal GUSA acknowledgement of the receipt of Permit to Construct No. WL000072150003

Attachment:

- A. ODEQ Cover Letter & Permit No. WL000072150003



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

February 25, 2015

Mr. Stan Ewing, Assistant City Manager
City of Glenpool
140 West 141st Street
Glenpool, Oklahoma 74033

Re: Permit No. WL000072150003
Southside Industrial Park Potable Water Line Extension
Facility No. 3007223

Dear Mr. Ewing:

Enclosed is Permit No. WL000072150003 for the construction of 870 linear feet of eight (8) inch PVC potable water line and all appurtenances to serve the Southside Industrial Park, Tulsa County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on February 25, 2015. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Glenpool, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Very truly yours,

A handwritten signature in blue ink, reading "Qusay R. Kabariti", is written over a light blue background.

Qusay R. Kabariti, P.E.
Construction Permit Section
Water Quality Division

QRK/RC/bg

Enclosure

c: Rick Austin, Regional Manager, DEQ
Richard L. Kosman, P.E., PK & Associates PLC





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

Permit No WL000072150003

WATER LINES

PWSID No. 3007223

PERMIT TO CONSTRUCT

February 25, 2015

Pursuant to O.S. 27A 2-6-304, the City of Glenpool is hereby granted this Tier I Permit to construct 870 linear feet of eight (8) inch PVC potable water line and all appurtenances to serve the Southside Industrial Park, located in Section 5, T-17-N, R-12-E, Tulsa County, Oklahoma, in accordance with the plans approved February 25, 2015.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 5) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

Permit No WL000072150003

WATER LINES

PWSID No. 3007223

PERMIT TO CONSTRUCT

- 6) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (GP-005) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 11) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 12) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 13) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

Permit No WL000072150003

WATER LINES

PWSID No. 3007223

PERMIT TO CONSTRUCT

- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(8)(A) and OAC 252:626-19-2(8)(B), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling in accordance with Water Pollution Construction Standard OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.


Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

OK



**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, April 6, 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 approve minutes from March 2, 2015 meeting.
- 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
March 2, 2015

The Regular Session of the Glenpool Industrial Authority was held at 7:29 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 7:29 p.m.

B) Scheduled Business

1) Discussion and possible action to approve minutes from February 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 7:30 p.m.

Date

Chairman

ATTEST:

Secretary

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 Industrial Authority meeting, Monday, April 6, 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 approve minutes from March 2, 2015 meeting.
 - 2)** Discussion and possible action to accept the EMS Plus Activity Report for March, 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

MINUTES
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
REGULAR SESSION
March 2, 2015

The Regular Meeting of the Glenpool Area Emergency Medical Service District was held at 7:30 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 and Ed Fowler, Guardian-EMS, Director of Operations were also present.

- A) **Chairman Ceesay called the meeting to order at 7:30 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**
- None.
- D) **Guardian-EMS Plus Report – Ed Fowler, Director of Operations**
- Mr. Fowler praised Keith Robinson and Jenny Watts for their commitment to the First Responder program.
 - He reported that the new trucks are ordered and will be arriving soon.
 - Guardian-EMS continues to hire more employees.
 - Mr. Fowler reported that he has stationed 5 units in Glenpool Monday through Friday; 3 units on Saturday; and 2 units on Sunday.
- E) **Schedule Business**
- 1) **Discussion and possible action to approve minutes from February 2, 2015 meeting.**
MOTION: Member Agee moved, second by Member Ballew 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 adopt Resolution No. 15-03-01, A Joint Resolution To Recognize Publicly The Services Historically Provided By The Citizen Volunteer First Responder Agency, To Terminate Its Continued Existence And Enable The City Manager To Take Such Further Actions As Are Appropriate And Necessary To Give Effect To This Resolution.**
Lowell Peterson, Trust Attorney advised the Board to endorse the Joint Resolution.
MOTION: Member Fox moved, second by Member Agee to endorse Joint Resolution No. 15-03-01, as presented and approved during the earlier City Council meeting.
FOR: Member Agee; Member Ballew; Member Fox; Vice-Chairman Korb; Chairman Ceesay.
AGAINST: None
Motion carried.
 - 3) **Discussion and possible action to accept the EMS Plus Activity Report for February 2015.**
MOTION: Member Fox moved, second by Member Agee to approve the Activity Report as presented.
FOR: Member Ballew; Member Fox; Member Agee; Vice Chairman Korb; Chairman Ceesay
AGAINST: None
Motion carried.
- F) **Adjournment.**

- There being no further business, the meeting was adjourned at 7:39 p.m.

ATTEST:

Clerk/Secretary

Date

Chairman



March 31, 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 February 24th, 2015 to March 30th, 2015.

During this time period, we logged 118 responses. The following is a breakdown of these responses:

Emergency responses – 113 – 96% response time compliance.
Non-Emergency responses – 5 – response time not applicable.

Ten responses utilized a second ambulance, responding from Glenpool, on their way back from another call or another ambulance service responding from outside the area.

Nine responses were outside the Glenpool response area.

Four 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 a west address, but the ambulance crew thought it was east.

The second call with a long response time was due to an incorrect address given when the call was paged out. When paged out, the address was given on 129 St, when the actual scene was on 149St.

The last two responses with a long response times were due to the ambulance crews not being familiar with the area. Remedial training is being scheduled for these ambulance crews.

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

Sincerely,

Ed Fowler

Ed Fowler
Vice President of Operations

Emergency Medical Services Plus
Ambulance report
Glenpool - March 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
225 2/24/2015 Paramedic	Police/911 code 3	105 code 1	9:23 9:23 9:24 9:31	9:51 10:19 10:45 E-8
226 2/24/2015 Paramedic	EMSA Code 3	105 code 1	20:46 20:46 20:46 21:19	21:59 22:28 22:34 E-33 #
227 2/25/2015 Paramedic	Police/911 code 3	105 no transport	9:02 9:02 9:03 9:07	9:16 E-5
228 2/25/2015 Paramedic	Police/911 code 3	106 code 1	12:36 12:36 12:37 12:42	13:00 13:21 14:05 E-6
229 2/25/2015 Paramedic	Police/911 code 3	106 code 1	15:27 15:27 15:28 15:30	15:39 16:03 16:15 E-3
230 2/25/2015 Paramedic	Police/911 code 3	106 code 1	21:35 21:35 21:36 21:40	21:55 22:12 22:42 E-5
231 2/26/2015 Paramedic	Police/911 code 3	109 code 3	8:59 8:59 8:59 9:03	9:23 9:44 10:23 E-4
232 2/26/2015 Paramedic	Police/911 code 3	105 code 1	18:45 18:45 18:45 18:57	19:06 19:23 19:34 E-12 *
233 2/26/2015 Paramedic	Police/911 code 3	105 code 1	23:34 23:34 23:34 23:36	23:48 0:01 0:15 E-2

@ = Second ambulance responding

* = Long response time

= Outside of the Glenpool response area

+ = South of 181st Street

% = Third ambulance responding

Emergency Medical Services Plus
Ambulance report
Glenpool - March 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
234 2/27/2015 Paramedic	Police/911 code 3	105 code 1	5:08 5:08 5:12 5:14	5:23 5:40 5:55 E-6
235 2/27/2015 Paramedic	Police/911 code 3	106 code 3	13:29 13:29 13:30 13:45	14:09 14:23 14:46 E-16 *
236 2/27/2015 Paramedic	Police/911 code 3	105 code 1	21:06 21:06 21:07 21:11	21:33 21:59 22:27 E-5
237 2/28/2015 Paramedic	Hospital Staff code 1	106 code 1	16:48 16:48 16:48 17:09	17:39 18:07 18:37 NE-21
238 2/28/2015 Paramedic	Police/911 code 3	106 code 1	21:51 21:51 21:52 21:53	21:58 22:19 22:40 E-2
239 2/28/2015 Paramedic	Police/911 code 3	106 code 1	23:07 23:07 23:08 23:12	23:42 0:14 0:49 E-5
240 2/28/2015 Paramedic	Police/911 code 3	105 code 1	23:06 23:06 23:07 23:14	23:38 0:00 0:14 E-8 @
241 3/1/2015 Paramedic	Police/911 code 3	105 code 1	8:37 8:37 8:38 8:41	9:00 9:24 9:39 E-4
242 3/1/2015 Paramedic	Police/911 code 3	106 code 1	9:47 9:47 9:49 9:55	10:19 10:46 11:17 E-8 @

@ = Second ambulance responding

* = Long response time

= Outside of the Glenpool response area

+ = South of 181st Street

% = Third ambulance responding

Emergency Medical Services Plus
Ambulance report
Glenpool - March 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
243 3/1/2015 Paramedic	Police/911 code 3	106 code 3	13:34 13:34 13:35 13:38	14:06 14:26 14:56 E-4
244 3/1/2015 Paramedic	EMSA code 1	106 code 1	14:56 14:56 14:56 15:19	15:47 16:08 16:22 NE-23
245 3/1/2015 Paramedic	Police/911 code 3	105 code 1	22:48 22:48 22:50 22:53	23:10 23:31 23:46 E-5
246 3/2/2015 Paramedic	Police/911 code 3	105 code 1	8:41 8:41 8:41 8:46	9:06 9:28 10:00 E-5
247 3/2/2015 Paramedic	Family code 3	105 code 1	13:20 13:20 13:21 13:28	14:20 14:45 14:54 E-8
248 3/2/2015 Paramedic	Police/911 code 3	106 code 1	14:49 14:49 14:49 14:52	15:22 15:39 16:06 E-3 @
249 3/2/201 Paramedic	Police/911 code 3	105 code 1	16:04 16:04 16:05 16:09	16:37 17:04 18:25 E-5
250 3/2/2015 Paramedic	Police/911 code 3	105 No Transport	19:37 19:37 19:38 19:42	19:45 E-5
251 3/3/2015 Paramedic	Police/911 code 3	105 code 1	1:42 1:42 1:44 1:47	2:09 2:25 2:43 E-5

@ = Second ambulance responding

* = Long response time

= Outside of the Glenpool response area

+ = South of 181st Street

% = Third ambulance responding

Emergency Medical Services Plus
Ambulance report
Glenpool - March 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
252 3/3/2015 Paramedic	Police/911 code 3	106 No Transport	6:52 6:52 6:55 7:00	7:16 E-8
253 3/3/2015 Paramedic	Police/911 code 3	105 code 1	10:33 10:33 10:34 10:46	11:00 11:29 11:40 E-13 #
254 3/3/2015 Paramedic	Police/911 code 3	106 No Transport	13:33 13:33 13:34 13:44	14:30 E-11*
255 3/4/2015 Paramedic	EMSA code 3	106 code 1	8:34 8:34 8:35 8:42	8:54 9:14 9:24 E-8
256 3/4/2015 Paramedic	Police/911 code 3	105 No Transport	17:05 17:05 17:06 17:09	17:22 E-4
257 3/5/2015 Paramedic	Police/911 code 3	105 No Transport	11:00 11:00 11:01 11:05	11:22 E-5
258 3/5/2015 Paramedic	Police/911 code 3	114 code 1	15:11 15:11 15:13 15:17	15:35 15:45 16:16 E-6
259 3/5/2015 Paramedic	Police/911 code 3	105 code 1	23:01 23:01 23:03 23:06	23:31 23:54 0:31 E-5
260 3/6/2015 Paramedic	Police/911 code 3	106 code 1	16:16 16:16 16:17 16:21	16:30 17:30 17:40 E-5

@ = Second ambulance responding

* = Long response time

= Outside of the Glenpool response area

+ = South of 181st Street

% = Third ambulance responding

Emergency Medical Services Plus
Ambulance report
Glenpool - March 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
261 3/8/2015 Paramedic	Police/911 code 3	106 No Transport	6:08 6:08 6:11 6:15	6:32 E-7
262 3/8/2015 Paramedic	Police/911 code 3	106 code 1	13:00 13:00 13:03 13:08	13:32 13:42 14:05 E-8
263 3/8/2015 Paramedic	Other code 3	106 code 1	14:38 14:38 14:39 14:42	15:03 15:25 15:56 E-4
264 3/8/2015 Paramedic	Police/911 code 3	106 code 1	17:39 17:39 17:40 17:44	18:05 18:24 18:45 E-5
265 3/8/2015 Paramedic	Police/911 code 3	106 code 1	20:04 20:04 20:05 20:10	20:29 20:51 21:39 E-6
266 3/8/2015 Intermediate	EMSA code 1	105 code 1	21:49 21:49 21:49 22:06	22:23 22:41 22:51 NE-17
267 3/9/2015 Paramedic	Police/911 code 3	109 No Transport	17:25 17:25 17:25 17:26	17:41 E-1
268 3/9/2015 Paramedic	Police/911 code 3	106 code 1	21:28 21:28 21:29 21:34	21:49 22:06 22:35 E-6
269 3/10/2015 Paramedic	EMSA code 3	105 Cancelled Enroute	0:04 0:04 0:04	0:20 E-0

@ = Second ambulance responding

* = Long response time

= Outside of the Glenpool response area

+ = South of 181st Street

% = Third ambulance responding

Emergency Medical Services Plus
Ambulance report
Glenpool - March 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
270 3/10/2015 Paramedic	EMSA code 3	105 code 1	0:20 0:20 0:20 0:31	0:50 0:59 1:17 E-11 #
271 3/10/2015 Paramedic	Police/911 code 3	106 code 1	1:06 1:06 1:08 1:12	1:27 1:46 2:01 E-6
272 3/10/2015 Paramedic	Police/911 code 3	105 No Transport	9:50 9:50 9:51 9:56	10:07 E-6
273 3/10/2015 Paramedic	Bystander code 3	106 code 1	10:17 10:17 10:18 10:21	10:38 10:45 10:52 E-4
274 3/10/2015 Paramedic	Police/911 code 3	106 code 1	11:12 11:12 11:12 11:15	11:38 12:02 13:13 E-3
275 3/10/2015 Paramedic	Police/911 code 3	105 code 1	15:20 15:20 15:21 15:25	15:41 15:58 16:15 E-5
276 3/10/2015 Paramedic	Police/911 code 3	105 code 1	20:51 20:51 20:52 20:54	21:06 21:25 21:40 E-3
277 3/11/2015 Paramedic	Police/911 code 3	105 code 1	13:46 13:46 13:47 13:50	14:13 14:34 15:04 E-4
278 3/11/2015 Paramedic	Police/911 code 3	106 code 1	13:57 13:57 13:57 14:00	14:29 15:01 15:43 E-3 @

@ = Second ambulance responding

* = Long response time

= Outside of the Glenpool response area

+ = South of 181st Street

% = Third ambulance responding

Emergency Medical Services Plus
Ambulance report
Glenpool - March 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
279 3/12/2015 Paramedic	Police/911 code 3	105 code 1	13:57 13:57 13:58 14:00	14:19 14:40 15:21 E-3
280 3/12/2015 Paramedic	EMSA code 3	114 code 1	14:40 14:40 14:40 14:48	15:03 15:31 15:45 E-8 @
281 3/13/2015 Paramedic	Police/911 code 3	106 code 1	4:04 4:04 4:06 4:10	4:28 4:50 5:08 E-6
282 3/13/2015 Paramedic	Police/911 code 3	105 No Transport	7:16 7:16 7:18 7:21	7:33 E-5
283 3/13/2015 Paramedic	Police/911 code 3	105 No Transport	10:39 10:39 10:41 10:43	11:18 E-4
284 3/13/2015 Paramedic	Police/911 code 3	106 code 1	12:12 12:12 12:13 12:15	12:40 12:56 13:16 E-3
285 3/13/2015 Paramedic	Police/911 code 3	105 No Transport	13:31 13:31 13:31 13:32	13:46 E-1 @
286 3/13/2015 Paramedic	Creek County EMS code 3	105 Cancelled Enroute	17:48 17:48 17:48	17:51 E-0
287 3/13/2015 Paramedic	Creek County EMS code 3	105 code 1	18:03 18:03 18:03 18:16	18:28 18:53 19:14 E-13 #

@ = Second ambulance responding

* = Long response time

= Outside of the Glenpool response area

+ = South of 181st Street

% = Third ambulance responding

Emergency Medical Services Plus
Ambulance report
Glenpool - March 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
288 3/14/2015 Paramedic	Police/911 code 3	106 code 1	21:34 21:34 21:34 21:38	21:57 22:13 22:40 E-4
289 3/14/2015 Paramedic	Police/911 code 3	106 code 1	23:38 23:38 23:39 23:44	0:02 0:22 0:41 E-6
290 3/15/2015 Paramedic	Police/911 code 3	106 No Transport	1:27 1:27 1:28 1:31	2:57 E-4
291 3/15/2015 Paramedic	Police/911 code 3	105 code 1	9:04 9:04 9:05 9:09	9:27 9:50 10:20 E-5
292 3/15/2015 Paramedic	Police/911 code 3	106 code 1	18:44 18:44 18:44 18:49	19:18 19:43 20:29 E-5
293 3/15/2015 Paramedic	EMSA code 3	105 code 1	21:01 21:01 21:03 21:20	21:36 21:47 21:58 E-19 #
294 3/15/2015 Paramedic	Police/911 code 3	106 code 1	21:55 21:55 21:56 22:00	22:21 22:37 23:34 E-5 @
295 3/16/2015 Paramedic	Hospital Staff code 1	105 code 1	1:25 1:25 1:27 1:39	2:04 2:34 2:54 NE-14
296 3/16/2015 Paramedic	Family code 3	105 No Transport	14:24 14:24 14:25 14:26	14:35 E-2

@ = Second ambulance responding

* = Long response time

= Outside of the Glenpool response area

+ = South of 181st Street

% = Third ambulance responding

Emergency Medical Services Plus
Ambulance report
Glenpool - March 2015

Page

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
297 3/17/2015 Paramedic	Police/911 code 3	106 code 1	5:31 5:31 5:32 5:38	5:58 6:19 6:35 E-7
298 3/17/2015 Paramedic	EMSA code 3	106 code 3	11:52 11:52 11:53 12:02	12:18 12:34 13:15 E-10 #
299 3/17/2015 Paramedic	Police/911 code 3	105 code 1	20:20 20:20 20:21 20:28	20:55 21:20 21:38 E-8
300 3/17/2015 Paramedic	Police/911 code 3	106 code 1	21:16 21:16 21:16 21:21	21:37 21:59 23:00 E-5
301 3/18/2015 Paramedic	Police/911 code 3	105 code 1	19:30 19:30 19:30 19:34	19:58 20:16 20:50 E-4
302 3/18/2015 Paramedic	Police/911 code 3	106 code 1	20:53 20:53 20:53 20:56	21:03 21:26 21:38 E-3 @
303 3/19/2015 Paramedic	Police/911 code 3	105 code 1	10:57 10:57 10:58 11:01	11:21 11:44 12:04 E-4
304 3/19/2015 Paramedic	Police/911 code 3	106 code 1	12:05 12:05 12:06 12:08	12:49 13:13 14:01 E-3 @
305 3/19/2015 Paramedic	Police/911 code 3	105 Cancelled Enroute	13:37 13:37 13:38	 13:40 E-0

@ = Second ambulance responding

* = Long response time

= Outside of the Glenpool response area

+ = South of 181st Street

% = Third ambulance responding

Emergency Medical Services Plus
Ambulance report
Glenpool - March 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
306 3/19/2015 Paramedic	Police/911 code 3	106 code 1	20:36 20:36 20:38 20:41	21:13 21:30 21:55 E-5
307 3/20/2015 Paramedic	Police/911 code 3	105 code 1	6:12 6:12 6:12 6:16	6:43 7:01 7:30 E-4
308 3/21/2015 Paramedic	Police/911 code 3	109 code 1	9:39 9:39 9:39 9:42	10:15 10:32 10:58 E-3
309 3/21/2015 Paramedic	Self code 3	109 No Transport	14:12 14:12 14:12 14:12	 14:25 E-0
310 3/22/2015 Paramedic	Police/911 code 3	105 No Transport	2:01 2:01 2:02 2:03	 2:18 E-2
311 3/22/2015 Paramedic	Police/911 code 3	106 code 1	11:06 11:06 11:07 11:09	11:36 11:54 12:10 E-3
312 3/22/2015 Paramedic	Police/911 code 3	106 Cancelled Enroute	15:55 15:55 15:57 16:02	 16:02 E-7
313 3/22/2015 Paramedic	Police/911 code 3	109 No Transport	20:57 20:57 20:57 21:00	 21:17 E-3
314 3/22/2015 Paramedic	Okmulgee EMS code 3	105 code 1	23:43 23:43 23:44 0:01	0:20 0:53 1:06 E-18 #

@ = Second ambulance responding

* = Long response time

= Outside of the Glenpool response area

+ = South of 181st Street

% = Third ambulance responding

Emergency Medical Services Plus
Ambulance report
Glenpool - March 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
315 3/23/2015 Paramedic	Police/911 code 3	106 code 1	5:22 5:22 5:24 5:27	6:05 6:27 7:02 E-5
316 3/23/2015 Paramedic	Police/911 code 3	105 code 3	10:31 10:31 10:31 10:35	10:45 10:50 11:05 E-4
317 3/23/2015 Paramedic	Police/911 code 3	106 code 1	18:38 18:38 18:38 18:41	18:56 19:19 19:34 E-3
318 3/23/2015 Paramedic	Police/911 code 3	105 code 1	9:21 9:21 9:22 9:25	9:42 10:03 10:17 E-4
319 3/24/2015 Paramedic	Police/911 code 3	106 code 1	11:58 11:58 12:01 12:20	12:37 13:08 13:54 E-22 *
320 3/24/2015 Paramedic	Police/911 code 3	105 code 1	14:16 14:16 14:17 14:20	14:38 15:01 15:34 E-4 @
321 3/24/2015 Intermediate	Police/911 code 3	115 code 1	15:34 15:34 15:34 15:36	15:54 16:15 16:48 E-2
322 3/25/2015 Paramedic	Creek County EMS code 3	113 code 1	11:02 11:02 11:03 11:15	11:39 12:06 12:36 E-13
323 3/25/2015 Paramedic	Self code 3	113 No Transport	13:25 13:25 13:25 13:25	 13:58 E-0

@ = Second ambulance responding

* = Long response time

= Outside of the Glenpool response area

+ = South of 181st Street

% = Third ambulance responding

Emergency Medical Services Plus
Ambulance report
Glenpool - March 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
324 3/25/2015 Paramedic	Police/911 code 3	115 No Transport	17:01 17:01 17:02 17:03	17:21 E-2
325 3/26/2015 Paramedic	Police/911 code 3	105 Standby for Fire	4:34 4:34 4:38 4:40	6:27 E-6
326 3/26/2015 Paramedic	Police/911 code 3	112 No Transport	9:19 9:19 9:20 9:26	9:47 E-7
327 3/26/2015 Paramedic	Police/911 code 3	112 No Transport	10:34 10:34 10:35 10:41	11:00 E-7
328 3/26/2015 Paramedic	Police/911 code 3	113 code 1	12:20 12:20 12:20 12:23	12:44 13:08 13:38 E-3
329 3/26/2015 Paramedic	Creek County EMS code 3	113 code 1	14:53 14:53 14:55 15:02	15:11 15:28 15:50 E-9 #
330 3/26/2015 Paramedic	Police/911 code 3	115 code 1	16:45 16:45 16:45 16:49	17:20 17:43 18:15 E-4
331 3/27/2015 Paramedic	Police/911 code 3	113 code 1	10:37 10:37 10:38 10:40	11:04 11:23 11:48 E-3
332 3/27/2015 Paramedic	Police/911 code 3	115 code 1	11:04 11:04 11:05 11:09	11:32 11:49 12:24 E-5 @

@ = Second ambulance responding

* = Long response time

= Outside of the Glenpool response area

+ = South of 181st Street

% = Third ambulance responding

Emergency Medical Services Plus
Ambulance report
Glenpool - March 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
333 3/27/2015 Paramedic	Self code 3	114 code 1	13:17 13:17 13:18 13:24	13:40 14:04 15:18 E-7
334 3/28/2015 Intermediate	Hospital Staff code 1	105 code 1	14:44 14:44 14:45 15:37	16:06 16:33 16:49 NE-52
335 3/28/2015 Paramedic	Police/911 code 3	113 code 1	19:44 19:44 19:45 19:47	20:16 20:35 20:53 E-3
336 3/28/2015 Paramedic	EMSA code 3	112 code 1	21:38 21:38 21:39 21:54	22:22 22:45 23:05 E-16 #
337 3/29/2015 Paramedic	Police/911 code 3	113 code 1	2:00 2:00 2:03 2:07	2:29 2:47 3:05 E-7
338 3/29/2015 Paramedic	Police/911 code 3	112 code 1	12:11 12:11 12:11 12:13	12:35 12:54 13:26 E-2
339 3/29/2015 Paramedic	Police/911 code 3	112 code 1	15:24 15:24 15:25 15:26	15:28 16:19 16:57 E-2
340 3/29/2015 Paramedic	Police/911 code 3	112 No Transport	21:22 21:22 21:24 21:30	22:00 E-8
341 3/30/2015 Paramedic	Police/911 code 3	113 code 1	10:47 10:47 10:48 10:50	11:15 11:36 11:58 E-3

@ = Second ambulance responding

* = Long response time

= Outside of the Glenpool response area

+ = South of 181st Street

% = Third ambulance responding

Emergency Medical Services Plus
Ambulance report
Glenpool - March 2015

Call Number	Caller	Unit Description	Rcvd	To Dest
Call Date			Paged	At Dest
Level of Care	Dispatch Urgency	Transport Urgency	Enroute	Available
			On Scene	Response Time
342	Police/911	112	16:41	16:58
3/30/2015			16:41	17:43
Paramedic	code 3	code 1	16:42	18:00
			16:45	E-4

@ = Second ambulance responding

* = Long response time

= Outside of the Glenpool response area

+ = South of 181st Street

% = Third ambulance responding